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Government of National Capital Territory of Delhi

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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ELDECO INFRASTRUCTURE AND PROPERTIES LTD AND **OTHER**

Article 5 General Agreement

DMRC PLOT INTEGRATED WITH MALVIYA NAGAR, METRO

STATION, NEW DELHI

(Zero)

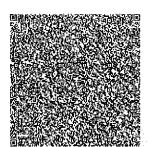
DELHI METRO RAIL CORPORATION LIMITED

ELDECO INFRASTRUCTURE AND PROPERTIES LTD AND

ELDECO INFRASTRUCTURE AND PROPERTIES LTD AND

OTHER

(One Hundred only)





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SUPPLEMENTARY LEASE AGREEMENT

Twenty Seventh This Supplementary Lease Agreement is executed on this _____day of March, 2018 at New Delhi:

For Eldeco Infraction Line &

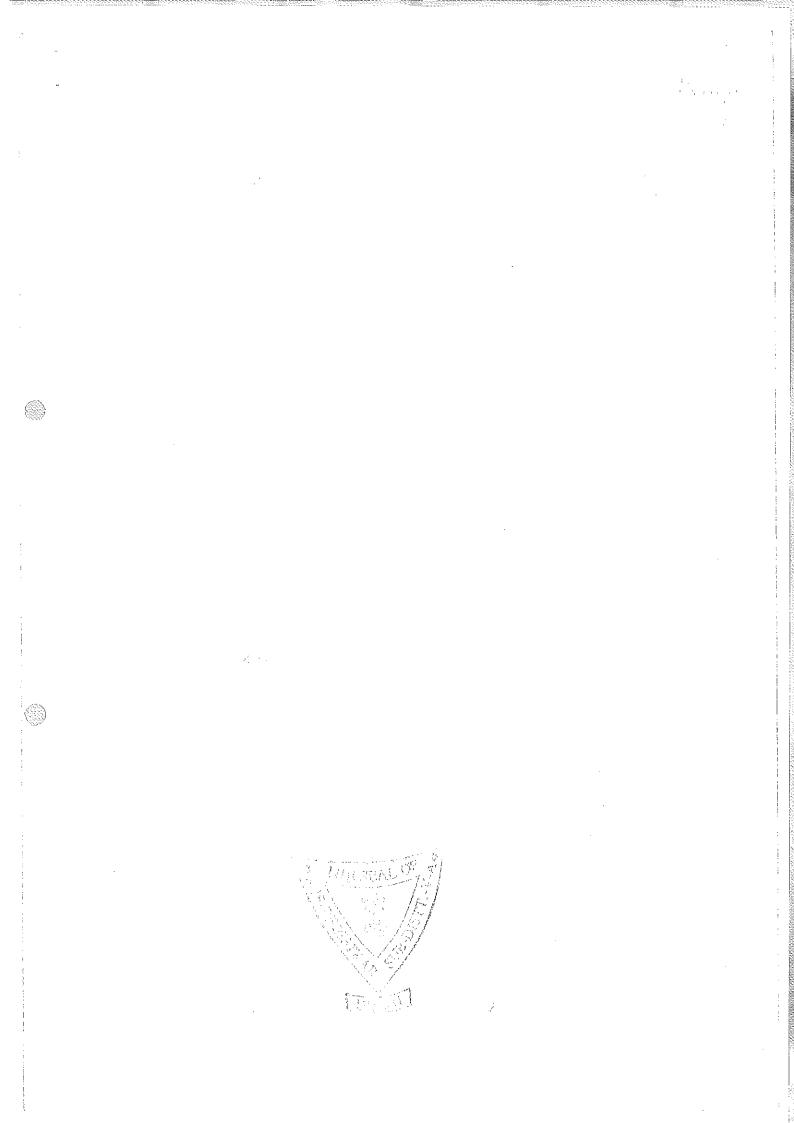
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For Best View Infracon Limited

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BY AND BETWEEN

DELHI METRO RAIL CORPORATION LIMITED, a company incorporated under the Companies Act, 1956, and an existing company under the Companies Act, 2013, bearing CIN U74899DL1995GOI068150 and having its registered office at Metro Bhawan, Fire Brigade lane, Barakhamba road New Delhi-110001, India through its Authorised Signatory Mr. S. D. Sharma (hereunder referred to as "DMRC", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the FIRST PART.

AND

ELDECO INFRASTRUCTURE AND PROPERTIES LIMITED, a company incorporated under the Companies Act, 1956, and an existing company under the Companies Act, 2013, bearing CIN U74899HR2000PLC043893 and having its registered office at S-16, Second Floor, Eldeco Station 1, Sector 12, Faridabad, Haryana - 121007 through its Authorised Signatory Mr. Parag Dimri (hereinafter referred to as the "EIPL/Lessee" which expression shall, unless it be repugnant to the subject or context thereof, include each its successors and/or assigns) of the SECOND PART;

AND

BEST VIEW INFRACON LIMITED, a company incorporated under the provisions of Companies Act, 1956 and an existing company under the Companies Act, 2013, bearing CIN U70109DL2008PLC185337 and having its registered office at 201-212, Splendor Forum, 2nd Floor, Jasola District Centre, New Delhi-110025 through its Authorised Signatory Mr. AND KUMAR DHANDA (hereunder referred to as "Best View/SPC" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the THIRD PART.

Each of which shall be herein after referred as a "Party" and collectively as "Parties".

WHEREAS:

- (A) DMRC vide Letter of Acceptance dated 13.02.2017 awarded Contract CPD 26 R: Property Development ((hereunder referred to as "Project") at Integrated Plot admeasuring 12219 sq. mtr at Malviya Nagar, MRTS Station, New Delhi (hereunder referred to as "Leased Space(s)") to EIPL.
- (B) The Lease Agreement for the Leased Space(s) was signed between DMRC and EIPL on 29.06.2017 (hereunder referred to as 'Lease Agreement dated 29.06.2017'), and the same was duly registered vide Regn. No. 1860 and is an integral part of this Supplementary Lease Agreement.

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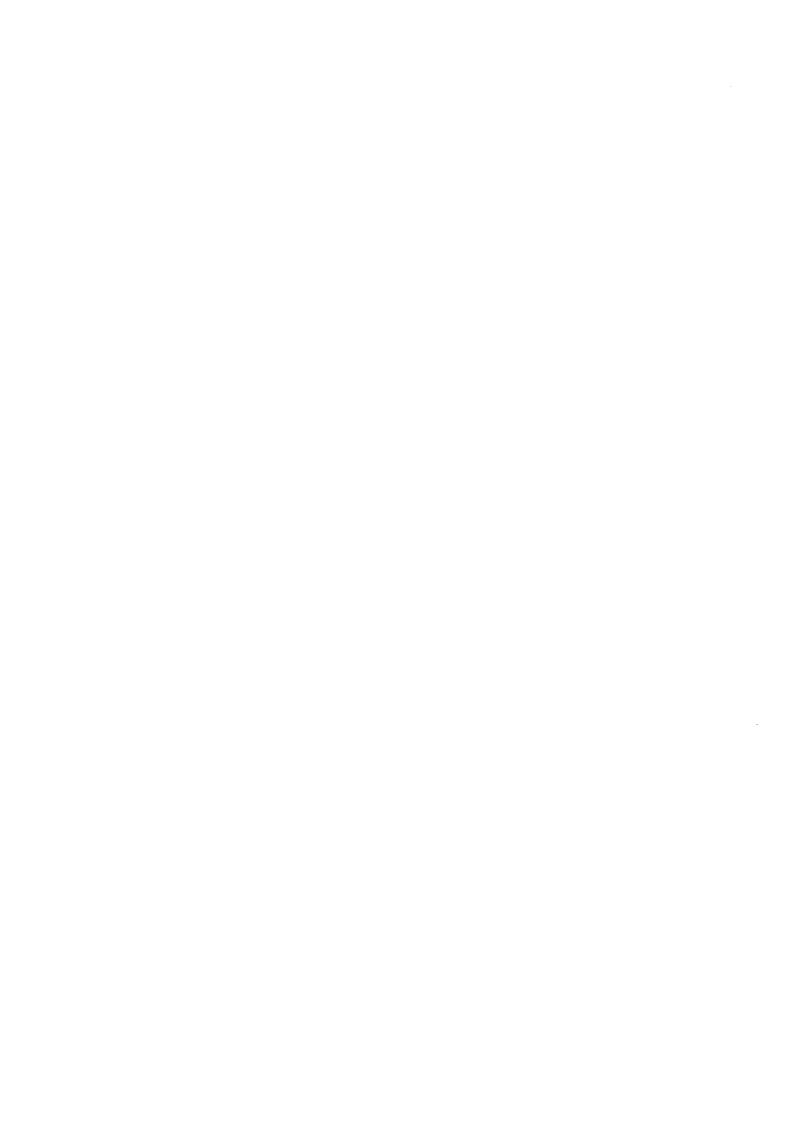
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For Best View Infrauen Limited

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- (C) EIPL vide its letter dated 03.07.2017 requested DMRC for implementation and monitoring of the Project through its SPC namely Best View Infracon Limited, a subsidiary company of EIPL.
- (D) DMRC vide its letter bearing no. DMRC/PD/AM/MN/02/2017 dated 07.08.2017(hereunder referred to as "DMRC Letter dated 07.08.2017") accorded approval to EIPL's aforesaid request for implementation and monitoring of the Project through SPC namely Best View Infracon Limited. Copy of DMRC Letter dated 07.08.2017 annexed herewith as Annexure 1.
- (E) DMRC and EIPL on 22.11.2017 executed an Addendum to 'Lease Agreement dated 29.06.2017' (hereunder referred to as "Addendum Agreement") whereby it was agreed that the terms and conditions of Lease Agreement dated 29.06.2017 and DMRC Letter dated 07.08.2017 shall also be applicable on Best View/SPC. Copy of Addendum Agreement is annexed herewith as Annexure 2.

Now it is agreed by and between the Parties as follows:

- 1. That this Supplementary Lease Agreement shall be read as a part and parcel of Lease Agreement dated 29.06.2017 and Addendum Agreement.
- 2. That the Parties herein mutually agree that Best View/SPC shall have absolute rights for implementation, monitoring, design, construction, development, promotion, finance, management, operation, maintenance, marketing of the Project, and to otherwise commercially exploit the Project as allowable in the Lease Agreement dated 29.06.2017. Best View/SPC shall be entitled to sub-lease only the built up site/Property Units in the Project to any person or entity, after adding the necessary structure and utility services and receive revenue therefrom and that such person/entity may further sub-lease the built up site/Property Units in the Project one time only. The stamp duty of this Supplementary Lease Agreement shall be borne by the Best View/SPC.
- 3. That by virtue of this Supplementary Lease Agreement all rights transferred to the EIPL/Lessee vide Lease Agreement dated 29.06.2017 shall now vest with Best View/SPC. Further, the Best View/SPC by virtue of this Supplementary Lease Agreement agrees to pay to DMRC the advance Lease Fee and all other charges in terms of clause 2.5(c) and other provisions of the Lease Agreement dated 29.06.2017. The advance Lease Fee for the Leased Space(s) shall become payable from the date of end of the Moratorium Period. The advance Lease fee and other applicable charges such as security deposit shall be escalated @20% every 3 (three) year from the date of signing of Lease Agreement dated 29.06.2017 i.e. commencement date.

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For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

For Best View Infracon Limited



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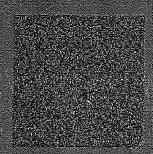
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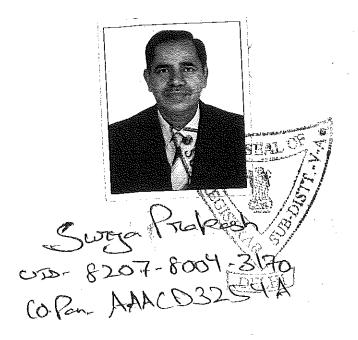
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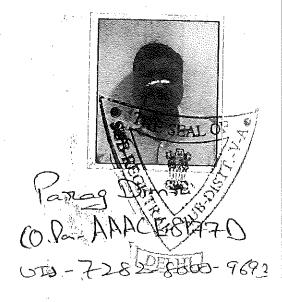
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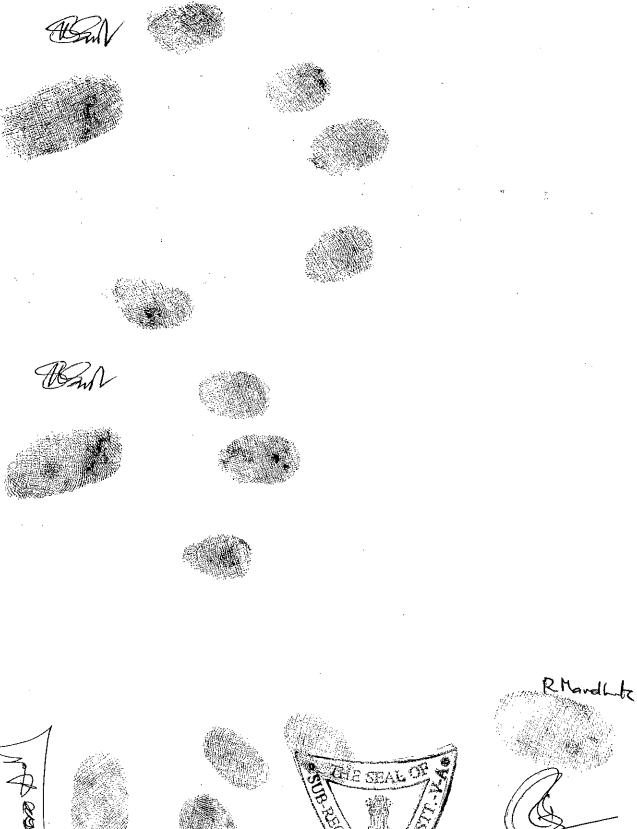


LEASE AGREEMENT (CPD-26R)

This Lease Agreement is presented on 22nd March, 2018

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For Eldeco Infrastructure & Properties Ltd.



LEASE AGREEMENT

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CPD-26R

S No. 2977	•	Date 22/03/2018 2:46:17PM
	Deed Relate	ed Detail
Deed Name LEASE		LEASE UPTO 100 YEARS
Land Detail		
Tehsil/Sub Tehsil SR V A Hauz Kh Village/City Malviya Naga Place (Segment) Malviya Nag Property Type Commercial	ur /	Building Type
Property Address House No.:MET Area of Property 12,219.00 Sq.	Meter 0.00	0.00 lated Detail
Consideration Amount 16,000,000.00Rupees	S	Stamp Duty Paid 23,307,000.00 Rupees
Value of Registration Fee 1,000.00 Ru	pees	Pasting Fee 100.00 Ruppes
This document of LEASE		LEASE UPTO 100 YEARS
Presented by: Sh/Smt.	\$/o, W/o	R/o
DELHI METRO RAIL CORPORATION	HARI SINGH	METRO BHAWAN FIRE BRIGADE LANE
in the office of the Sub Registrar, Delhi this 22	/03/2018 2:38:32PM day	Thursday between the hours of

Signature of Presenter

THROUGH HIS

Registrar/Sub Registrar SR V A Hauz Khas

Delhi/New Delhi

Execution admitted by the said: Shri / Ms.

DELHI METRO RAIL CORPORATION LTD TH SURYA PRAKASH

and Shri / Ms.

Certified that

ELDECO INFRASTRUCTURE AND PROPERTIES LTD TH PARAG DIMRI

Who is/are identified by Shri/Smt/Km, ROHIT MANDHATA S/o W/o D/o N MANDHATA R/o IIA/172 NEHRU NAGAR GZD

and Shri/Smt./Km SUDARSHAN KUMAR S/o W/o D/o PANNA LAL DARBARI R/o 107 SHARDA APPT WEST ENCLAVE PITAMPURA

(Marginal Witness). Wined No. II is known to me.

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the conditions and admit them as correct. to the parties who understand case may pression of the executant has been affixed in my presence.

> Registrar/Sub Registrar SR V A Hauz Khas Delhi/New Delhi

Date 22/03/2018 15:09:30



CONTRACT CPD-26R

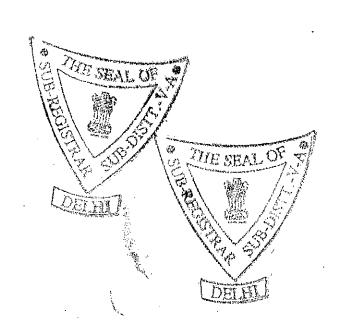
CONTRACT AGREEMENT

INDEX

(From Page No. 1 to 414)				
S. No.	. No. Description			
1	Lease Agreement	01-56		
2	Letter of Acceptance	58		
3	Tender Summary Reports (containing technical & financial bid opening dates)	61		
4	Performance Bank Guarantee	76-86		
5	Power of Attorney	87		
6	Board Resolution	89		
7	Tender Cost	90		
8	Tender Security	91		
. 9	Notice Inviting Tender (NIT) {Newspaper's Cutting}	92		
10	Request for Proposal (RFP)	93		
11	Financial Proposal (Annexure-4) submitted by the tenderer	157		
12	Snapshoot containing details of Addendum/Corrigendum's	187-189		
13	Addendum No. 1	190		
14	Pre Bid Clarifications (issued after issuing of Addendum No.1)	192		
15	Addendum No. 2	205		
16	Pre Bid Clarifications (issued after issuing of Addendum No.2)	224		
17	Addendum No. 3	227		
18	Snapshoot containing details of Post Bid Clarifications	229		
19	Post Bid Queries	230		
20	Replies of Post Bid Querics	. 231		
21	Bid submission confirmation page	235		
22	Tenderer's Technical Submission	239		



For Eldeco Infrastructure & Properties Ltd.





DELHI METRO RAIL CORPORATION LIMITED

LEASE AGREEMENT (CPD-26R) PROPERTY DEVELOPMENT AT MALVIYA NAGAR

2017



For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

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CONTENT

1	ARTICLE 1	DEFINITIONS AND INTERPORTED TO THE	·
		DEFINITIONS AND INTERPRETATION	06
2	ARTICLE 2	TRANSFER PRICE	13
3	ARTICLE 3	GRANT OF LEASE RIGHT	16
4	ARTICLE 4	PERFORMANCE GUARANTEE ("SECURITY	18
		DEPOSIT	
5	ARTICLE 5	ADDITIONAL FAR	20
6	ARTICLE 6	PROJECT	21
7	ARTICLE 7	REPRESENTATIONS AND WARRANTIES	31
8	ARTICLE 8	RESTRICTION AND CHANGES IN LESSEE AND SPECIAL PURPOSE COMPANY	33
8	ARTICLE 9	INDEMNITY	34
10	ARTICLE 10	TERM AND TERMINATION	35
11	ARTICLE 11	GOVERNING LAW, DISPUTE RESOLUTION & ARBITRATION	39
12	ARTICLE 12	MISCELLANEOUS	41
13	SCHEDULE -A	SITE DETAILS	45
14	SCHEDULE-B	FORMAT OF BANK GURANTEE	46
15	SCHEDULE - C	PAYMENT SCHEDULE	49
16	SCHEDULE = D	DRAFT LEASE AGREEMENT	50
17	SCHEDULE =E	DRAFT BID APPLICATION FORM	
18	SCHEDULE =F	CONSORTIUM AGREEMENT	54

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For Eldeco Infrastructure & Properties Ltd.

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STATION, NEW DELHI

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

(Zero)

DELHI METRO RAIL CORPORATION LIMITEDEldeco Infrastructure And Properties Ltd

Eldeco Infrastructure And Properties Ltd

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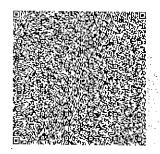
Eldeco Infrastructure And Properties Ltd

Article 35(vi) Lease with security upto 100 years

DMRC PLOT INTEGRATED WITH MALVIYA NAGAR, METRO

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(One Hundred only)



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SECTION III

LEASE AGREEMENT

CONTRACT CPD-26R

This Agreement ('Agreement') is made and executed at New Delhi on 29th day of June 2017.

BY AND BETWEEN

Delhi Metro Rail Corporation Limited, a company incorporated under the Companies Act, 1956, having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba road, New Delhi 110001,

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For Eldeco Infrastructure & Properties Ltd.

1. The authenticity of this Stamp Certificate should be verified at "www.shollestamp.com". Any discrepancy in the details on this Certificant Indiana.



India (hereinafter referred to as "DMRC", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the ONE PART;

AND

M/s Eledco Infrastructure & Properties Ltd. a company incorporated under the provisions of the Companies Act, 1956/2013* (as applicable), having its registered office at S-16, Second Floor, Eldeco Station 1, Sector-12, Faridabad, Haryana (hereinafter referred to as the "Lessee" which expression shall unless repugnant to the context include the successors and permitted assigns) of the Other Part

Hereinafter referred to as "the {Lessee/SPC Company}" (which expression shall, unless excluded by or repugnant to the context hereof, be deemed to mean and include its successors, administrators and permitted assigns) of the SECOND PART.

WHEREAS:

- A. DMRC has been established with the principal object of planning, designing, developin constructing, maintaining, operating and financing Mass Transit and other urban transport and people mover system of all types and descriptions in the National Capital Territory of Delhi and other areas of the National Capital Region (hereinafter called the 'Territory');
- B. The Delhi Metro Railway (Operation and Maintenance) Act, 2002 has been enacted by the Parliament to provide for the operation and maintenance, and to regulate the metro railway in the metropolitan city of Delhi and for matters connected therewith and incidental thereto;
- C. DMRC has been authorised to develop real estates in and around the metro stations and other places in the Territory and generate revenues there from, for the purpose of part funding of its capital expenditure and to supplement the fare box collection;
- D. In pursuance of the above, DMRC is desirous of raising funds for developing Delhi Mass Rapid Transit System by transfer of its rights of the allotted land to a Lessee for the purpose of Property development of the same in return for Upfront Lease fee and annual lease fee as specified in this Agreement: For this purpose DMRC has identified land admeasuring about 12219 Sqm near Malviya Nagar Metro Station, as more specifically described in Schedule hereto and in the plan set out in Schedule A hereto (hereinafter called the "Project Site");
- E. DMRC invited bids for the Project through open tender and after evaluation of the bids received and after approval of competent authority, DMRC has accepted the bid of the Selected Bidder/Consortium and has issued a Letter of Acceptance (hereinafter called the 'LOA') bearing No.DMRC/20/III-385/2016 dated 13.02.2017, requiring *inter alia*, the Selected Bidder to accept the LOA and deposited Rs.12,50,00,000/- on 14.03.2017 (1st installment), Rs.37,50,00,000/- on 11.05.2017 (2nd installment) and Rs.7,50,00,000/- on 02.06.2017 (Service Tax amount).

F. {The Consortium has since promoted and incorporated the SPC Company as a limited liability company under the Companies Act 2013, and has requested DMRC to accept the SPC Company as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium under the LOA, including the obligation to enter into this Agreement pursuant to the LOA for executing the Project.

For Eldeco Infrastructure & Properties Ltd.

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Authorised Signatory

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- G. The Lessee/SPC Company has represented that it has requisite skill, financial, managerial & technical expertise and experience to design, develop, operate, finance & maintain a state-of the art Property Development on the Project Site. The Lessee further represents and warrants that it/they has/have duly fulfilled all the terms and conditions necessary for the execution of this Agreement as per the terms contained in the bidding documents and are in a position to implement the Project as envisaged in the bid and this Agreement;
- H. The Lessee/SPC Company has submitted the requisite Upfront Payment/ Lease Fee as per the Payment Schedule mentioned at Schedule [C] to this Agreement.
- I. Pursuant to acceptance of the Lessee's bid and submission of the Upfront Payment/ Lease Fee, the DMRC has agreed to enter into this Agreement with the {Lessee/SPC Company} for execution of the Project subject to and on the terms and conditions set forth hereinafter for development of the Project Site;

NOW THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE RESPECTIVE COVENANTS AND AGREEMENTS SETFORTH IN THIS AGREEMENT, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

For Eldeco Infrastructure & Properties Ltd.





ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement (including the recitals above, Annexure and Schedules attached hereto' except where the context requires otherwise, the following words and expressions shall have the following meaning:

- (i) 'Agreement' means this Agreement, along with all Annexures and Schedules hereto, as amended from time to time in accordance with the provisions hereof;
- 'Applicable Law' means all acts, rules and regulations in force and in effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court or record, as may be in force and effect during the subsistence of this Agreer. applicable to the Project and the Parties hereto;
- (iii) 'Applicable Permits' means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the "Project" during the subsistence of this Agreement and includes all applicable statutory, environmental or regulatory leases, authorisation, permits, consents, approvals, registrations and franchises from concerned authorities;
- (iv) 'Bid' means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by DMRC to the Bidders, the RFP Document submitted by the Selected Bidder (Lessee) in response to the NIT published in the newspaper on 14.09.2016 and in accordance with the provisions thereof. The words "Bid" and "Tender" are used synonymously;
- (v) "Commencement Date" means the date of signing of this Agreement.
- (vi) "Change in Law" means the occurrence of any of the following after the date of financi "bid submitted by the Lessee:
 - (a) the enactment of any new Indian law;
 - (b) the repeal, modification or re-enactment of any existing Indian law;
 - (c) any change in the rate of any Tax

Provided that Change in Law shall not include:

- (i) coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement; or
- (ii) any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of miblic knowledge.

For Eldeco Infrastructure & Properties Ltd.

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- (vii) 'Constructions' means all buildings, Property Units, commercial units, infrastructure, superstructures and constructions of any nature whatsoever created by the Lessee on the Project Site;
- (viii) "Completion Certificate" shall mean the completion certificate to be issued by the Nodal Officer of DMRC upon completion of the Project and receipt of all requisite approvals so issued by municipal I appropriate authorities in this regard.
- (ix) "Completion Date" shall mean the date on which the Completion Certificate is issued by the Nodal Officer of DMRC including but not limited to fire safety certificates etc. so issued by municipal I appropriate authorities.
- (x) "Damages" shall mean any claim of DMRC against the Lessee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which DMRC shall be entitled to claim and adjust the Performance Security.
- (xi) "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Bid Forms or approved subsequently by DMRC or competent local authorities.
- (xii) "Development Plan" shall mean the plan to be prepared and submitted by the Lessee to DMRC giving a stage wise description of the construction, development, operation, maintenance and Project Utilities of the Development Project.
- (xiii) "Emergency" means a condition or situation that is likely to endanger the security of the individuals working for the Project or which poses an immediate threat of material damage to any of the Project Facilities.

- (xiv) "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 Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.
- (xv) 'Force Majeure' or 'Force Majeure Event' means an act, event, condition or occurrence as specified in Article 11;
- (xvi) 'Layout Plan' means the detailed plan for the Project formulated by the Lessee, in accordance with the provisions as contained in **Article 6** of the agreement, norms and regulations prescribed under the Master Plan and Building Bye-Laws of Delhi and other conditions approved in writing by DMRC;
- (xvii) 'Lease Period' means a period of **50 years** from the **Commencement date** or till the Leasehold rights subsist with DMRC in terms of the allotment of the Project Site to DMRC, whichever is earlier;
- (xviii) "Leased Space(s)" or "Leased Area" means the specified area within the Project Site for commercial development as detailed in the Schedule A given on lease by DMRC to the For Eldeco Infrastructure & Properties Ltd.

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prised Signator



- Lessee under and in accordance with this Agreement. The Leased Space(s) demarcated in the plan placed in Annexure 6 of the RFP.
- (xix) 'Lease rent / Advance Lease fee' shall means a certain amount of rent in exchange is use of a property.
- (xx) "Moratorium Period" means the period of maximum 3 (Three) years from the Commencement Date provided by DMRC to the Lessee for carrying out constructic activity in order to operationalize the Leased Space(s).
- (xxi) 'Parties' means the parties to this Agreement and "Party" means either of them, as the context may admit or require;
- (xxii) 'Payment Schedule' means the schedule as set out in the **Schedule [C]**-hereto payment towards the Transfer Price / Upfront Lease fee and / Advance Lease fee;
- (xxiii) "Permits" shall mean and include all applicable statutory, environmental or regulatory licences, authorisation, permits, consents, approvals, registrations and franchises front concerned authorities.
- (xxiv) 'Person' means any individual, body corporate, association of individuals or bodies corporate, society or such entity as is capable of having rights and obligations under applicable law;
- (xxv) 'Project' means the development and construction of the Property Units along with the accompanying access-ways, landscape green areas, utilities and services, telecon infrastructure, the Project Site in accordance with the Layout Plan;
- (xxvi) 'Project Agreements' means agreements entered into by the Lessee in relation to the execution and operation of the Project including but not limited to the agreements with sub-contractor, Property Purchasers, Sub-Lessees, etc.
- (xxvii) 'Project Facility' means the built up places and facilities (water, fire safety, electricity etc.), and includes all the amenities and facilities situated on the Project Site, as described in this document Schedule-[A];
- (xxviii) Project Lessee shall mean the lessee of the property development project who have been selected by DMRC for execution of property development project for a given lease period.
- (xxix) "Project Manager" shall mean an experienced and competent engineer nominated by the Lessee as the Project Manager for supervision of the Project.

(xxx) 'Project Site' shall have the meaning ascribed to it in Recital D above;

For Eldeco Infrastructure & Properties Ltd.

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- (xxxi) 'Property Units' means the Property units to be developed and constructed by the Lessee as part of the Project;
- (xxxii) "Security Deposit" shall mean the security to be furnished by the Lessee as provided in Article 4 hereafter.
- (xxxiii) "Site" shall mean the DMRC land or the air space above existing DMRC building / station / track which has been leased out to the Lessee for the Project, as specified in the Schedules.
- (xxxiv) "Specifications" shall mean the specifications for materials and works.
- (xxxv) 'Sub Lessee' means all persons who are allowed by the Lessee to use the built spaces and facilities in the Project Site;
- (xxxvi) 'Tax' means and includes all taxes, fees, cesses, levies that may be payable by the Lessee under the Applicable Law to the Government or any of its agencies
- (xxxvii) "Termination" means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.
- (xxxviii) "Termination Date" means the end of the concession period of **50 years** from the commencement date or date of sooner determination of the concession period in accordance with the terms of this Agreement whichever is earlier.

1.2 Interpretation

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- 1.2.1 In this Agreement, unless the context otherwise requires,
- 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;

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For Eldeco Infrastructure & Properties Ltd.

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- the table of contents, headings or sub-headings in this Agreement are for convenience reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- 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) references to "development" include, unless the context otherwise requires, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "develop shall be construed accordingly;
- (g) any reference to any period of time shall mean a reference to that according to Indian Standard
 Time;
- (h) any reference to day shall mean a reference to a calendar day;
- references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Delhi are generally open for business;
- (j) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (k) references to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement;
- (I) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (m) the words importing singular shall include plural and vice versa;
- (n) references to any gender shall include the other and the neutral gender;
- (o) "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);
- save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, lessee or document of any description shall be construed as reference to that agreement, deed, instrument, lessee or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Subclause shall not operate so as to increase liabilities or obligations of DMRC hereunder or pursuant hereto in any manner whatsperence.

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- (q) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party in this behalf and not otherwise;
- (r) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
- (t) "concessionaire" and "Lessee" has same meaning for the purpose of this contract.
- (u) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- 1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Lessee to DMRC shall be provided free of cost and in Two copies, and if DMRC is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain a copy thereof.
- 1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

1.4 Priority of contract documents and errors/discrepancies

1.4.1 The documents forming a part of this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of the following documents shall, in the event of any conflict, discrepancy or ambiguity between them, be in the order they are set out:

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(i) This Agreement;

Schedules to this Agreement;

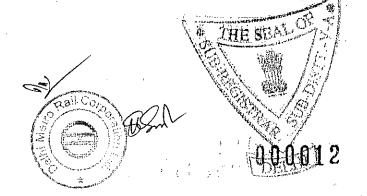
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- (iii) The Letter of Acceptance issued to the Lessee;
- (iv) The written clarifications and addenda issued to the Bidders;
- (v) The RFP including the Bid Document, Draft Lease Agreement and Annexures 1-12.

1.5 Law

The contract shall be dealt under the provisions of Indian Contract Act.



For Eldeco Infrastructure & Properties Ltd.



ARTICLE 2

2.0 TRANSFER PRICE

- This Agreement has been signed with the Lessee/SPC Company after receipt of Upfront Lease Fee of Rs. 50,00,00,000 (In words Rupees Fifty Crores) -
- 2.2 The Lessee acknowledges that DMRC is allowing Property development on the Project Site and undertaking transfer of the leasehold rights in the same for the purpose of raising funds for its Delhi Mass Rapid Transit System.
- 2.3 Upon payment of the Upfront Lease Fee, the Lessee shall peacefully and quietly enter upon the Project Site only for the following purposes:
 - pursue marketing in respect of the Project;
 - hold a temporary marketing office;
 - perform soil investigation/planning;
 - temporary construction of boundary wall/barricading around the Project Site.
- 2.4 The Lessee shall pay a sum of Rs. 77,71,284/- only on quarterly basis to the DMRC towards Advance Lease fee for the Project Site.
- Lessee shall make advance payments for above referred advance Lease Fee (mode of payment quarterly) to DMRC within 7 days of commencement of respective quarter. All the taxes including the service tax, as applicable from time to time shall also be paid by the Lessee in addition to the amount of the quoted rate of the Lease Fee. The Lease Fee shall be payable from the day falling after the date of the completion of the Moratorium Period.

The advance lease fee / Lease Rent for a specified quarter shall be worked out by multiplying the area of leased space(s) with the per month quoted rate of Lease Fee and further multiplying it by 3 (Lease Fee = Area X NN¹ X3).

In addition, the Lessee will be charged @120 / Sqm / month (plus applicable Service Tax) for the leasing of existing metro commuter parking area to the Lessee. The rate of parking area to be escalated @20% every 3 years from commencement date.

- Service tax as applicable will be borne solely by the Lessee.
- b) All other statutory taxes, statutory dues, local levies, cess, duties including stamp duty, registration charges that may be applicable/levied in respect of the Project as applicable shall be charged extra from the Lessee and shall have to be remitted along with the Lease Fee for onward remittance to the Government. Property tax of the leased area shall be borne by Lessee. The Lessee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this Lease Agreement.

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- c) The advance Lease fee for the Leased Space(s) shall become payable from the day at the date of end of the Moratorium Period. The advance Lease fee and other applicable charges such as security deposit shall be escalated @ 20% every 3 (three) year from the date of signing of lease agreement i.e. commencement date.
- d) In case of extension of the Commencement Date or Moratorium Period or both, as the case may be, for whatsoever reason, the escalation on the maintenance fee (if applicable and other charges if applicable, shall be counted @ 20% every 3 year from the date of commencement.
- d) The Lessee will make the payments for each quarter in advance within seven days of the commencement of the respective quarter.
- e) Any delay in payments shall attract penalty of interest @ 20% per annum on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by DMRC. The delays beyond 60 days of the due dates for the payment the respective Advance Lease Fee shall be treated as 'Lessee Events of Default'. In an eventuality the DMRC retains the right to en-cash the Performance Security and claim damages from the Lessee and even terminate the Lease Agreement as mentioned in the 'Performance Security' Clause of the Draft Lease Agreement.
- f) Upfront Lease Fee and Advance Lease Fee shall be adjusted on pro-rata basis if there is any variation in the area between that stated in the RFP document and actual area made available at the time of handing over the Project Site to the Selected Bidder. Lessee shall also pay for additional area charges for the additional area, which may be requested by the Lessee and made available by DMRC subject to availability/feasibility only for utilities equipment and services.

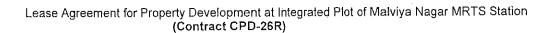
2.6 Extension of Date of Commencement / Moratorium Period / Lease Period

If in event of, the progress of work being delayed by any act or neglect of DMRC or its employees or by other contractor / lessee employed by DMRC or in executing the works on which Lessee's performance necessarily depends or by reason of proceeding taken threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Lessee's own default etc, then upon happening of any such event Lessee shall immediately bring it to the notice of DMRC within 30 days of happening of such an event and accordingly either Commencement Date or Moratorium Period or Lease Period individually or in combination may be extended suitably, as in the opinion of DMRC are reasonable having regard to the nature and period of delay and the type and quantum of works affected thereby.

Apart from above, the Lessee shall not be eligible for any other compensation for works so carried forward to the extended period of time. In addition, Lessee shall also make constantly its best endeavours to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of DMRC to proceed with the works.

Any failure or delay by DMRC to provide the Lessee possession of the Leased Space(s), or to give the necessary permission or necessary grawings or instructions or any other delay caused by the DMRC due to any other cause whatseever then such failure or delay shall in no way For Eldeco Infrastructure a Properties Ltd.

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affect or vitiate the Lease Agreement or alter the character thereof or entitle the Lessee to any damages or compensation.

Nevertheless, in the event of the delay being due to reasons being attributable to Lessee, or its failure to complete its obligations within specified time as per the Lease Agreement, for the reasons other than the reasons attributable to DMRC, Lessee shall not be entitled for any extension of date of Commencement Date or Moratorium Period or Lease Period whatsoever.



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ARTICLE 3

3.0 GRANT OF LEASE RIGHTS

- On and from the Commencement Date and subject to the terms and conditions set forth in this Agreement, DMRC grants and authorizes the Lessee the right to develop, design, construct complete, manage, operate and maintain the Project at its own cost, expense and risk for the Lease Period of 50 years. The Lease entitles the Lessee the following benefits, privileger authorizations and entitlements, to be exercised at its own cost, expense and risk in accordance with Applicable Laws:
 - (i) To develop, design, engineer, finance, procure, construct, operate and maintain the Project, including the building, the paved access-ways, landscaped green areas, utilitie, and services, telecommunication infrastructure, etc. in conformity with the Layout Plan (as approved by DMRC in accordance with Article 6.1);
 - (ii) To market the Property development project and enter into agreements for transfer releasehold rights of the project for a lease period which is coterminous with the Le Period at any point of time.
 - The Lessee shall confine its operations to the Project Site. The Lessee shall take all necessary precautions to keep persons and equipment within such areas, and to keep and prohibit them from encroaching, damaging or degrading or adversely affecting the surrounding DMRC area and property, or otherwise cause any interference to the passengers, visitors, employees, representatives and agents of the DMRC. Any failure or default of the Lessee to comply with the provisions as above mentioned shall present DMRC with a right to issue a notice to Lessee to rectify such failure or default within a stipulated time. If the failure or default is not rectified within the stipulated time, a fine upto Rs. 10.0 lakh (Rupees Ten Lakh only) may be imposed by DMRC.
- With effect from Commencement Date, the DMRC grants the leasehold rights to the Selected Bidder on the Project Site for the Lease Period, for development and construction of a Property development project. The Lessee hereby also agrees that it is acquiring the leasehold rights on the Project Site to develop the project only as specified under this Agreement. However, where we will ownership rights over the building constructed on the Project Site shall at all times vest with DMRC only.
- For avoidance of doubt, it is clarified that the Lessee is exclusively responsible for the execution of the Project and it shall bear the financial, technical, commercial, legal and other risks in relation thereto regardless of any escalation in cost, Change in Law, other contingencies, circumstances and/or hazards that may be encountered (foreseen or not unforeseen) during the Lease Period.

3.4 Right to Sub-Lease

The Lessee (considering Bidder as lessee) shall be entitled to sub-Lease the built up site to any person or entity (the "Sub-Lessee"), only after adding the necessary structures and utility services. Further licensing by a Sub-Lessee to sub-sub-lessee -shall be permitted. Further licensing by a sub-sub-Lessee -shall not be permitted.

3.4.2 The sub-Lease shall however be for the use of the Site, during the subsistence of the Leased For Eldeco Infrastructure & Properties Ltd.

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Period only with a clear stipulation that all such sub-Lease granted shall terminate simultaneously with the termination of the Lease Agreement, including on sooner determination of the Lease Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Lessee-shall specifically stipulate this covenant of termination of the rights of the Sub-Lessee, and further that such Sub-Lessee shall not have any claim or seek any compensation from DMRC for such termination.

- The Lessee shall prepare a draft standard format of the sub-Lease agreement, which will be required to be signed by the Sub-Lessee for use of the subject Site. Prior written approval of DMRC shall be obtained by the Lessee in respect of such standard draft. DMRC may specify certain covenants to be incorporated in the sub-Lease agreement to protect its interests. Only after such covenants are incorporated in the sub-Lease agreement, the Lessee will be entitled to enter into Sub-Lease agreement and shall be required to submit copies of each such Leases to DMRC for verification and record. In case of any deviation from the above-mentioned standard draft sub-Lease agreements, the Lessee shall obtain the prior written consent and approval of the DMRC before entering into an agreement with a Sub-Lessee. DMRC reserves the sole right not to give consent /approval to such a request and no compensation or claim on this account will be entertained in this regard.
- At any point of time, the Lessee shall not enter or cause any of its Sub-Lessee to enter into any sub-Lease agreement with any person or entity for transfer of its rights which would adversely affect the interests of DMRC or is not available to the Developer in the first place. Any such act of the Developer or Sub-Lessee-shall render the Lease Agreement liable for termination at the sole cost and expense of the Lessee.



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Authorised Signator,

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ARTICLE 4

Performance Guarantee ("Security Deposit")

The Lessee shall, for the performance of its obligations hereunder shall prior to the Commencement Date I.e. date of execution of lease agreement, provide to DMRC, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to amount or hundred percent of one year Lease Fee for the said Leased Space(s) Rs. 3,10,85,136/- for entire lease period for faithful completion of lease agreement in the form set forth in Schedulg the Security Deposit / Performance Guarantee/ Performance Security"). Until such time into effect, the TENDER SECURITY shall remain in force and effect, and upon such provision to the Performance Guarantee pursuant hereto, DMRC shall release the TENDER SECURITY

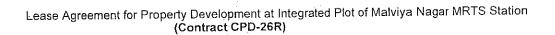
4.2 Appropriation of Performance Security.

Upon the DMRC being of the view that the Lessee has committed any breach or default of the Agreement, DMRC shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as damages for such breach or default. Upon such encashment and appropriation from the Performance Security, the Lessee shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Lessee shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which DMRC shall be entitled to terminate this Agreement and forfeit the remaining amounts of the Performance Guarantee, if any.

4.3 Submission, Renewal and Release of Performance Security

- 4.3.1 The Lessee shall, for the due and faithful performance of its obligations, provide to DMRC cash deposit/ Bank Guarantee (format for bank guarantee is shown in Schedule B)/ Demand Draft / Pay Order from a scheduled commercial bank based in India, and payable at New Delhi for a sum equivalent to one hundred percent of first year's Lease fee. This Performance Security shall be submitted along with the Transfer fee / Upfront Lease fee to DMRC. The Performan Security shall be kept valid on a rolling basis till the end of the Lease Period plus 180 days. The Bank Guarantee for Security Deposit shall be renewed after every three years for a sum equivalent to one year's Lease Fee for that year (i.e. Lease fee + maintenance fee if any+ utility area if any) with a validity of three years. Performance security for additional FAR will also be submitted the upfront for additional FAR.
- 4.3.2 The said Performance Securities shall be returned by DMRC after the expiry of the Lease Period subject to fulfillment of all handover requirements by the Lessee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.
- 4.3.3 If the Lessee defaults in any recurring payment for more than 60 days from the due date as per the provisions of this agreement, DMRC shall be entitled to encash the Performance Security without being liable in any manner whatsoever to the Lessee and to appropriate the Performance Security as 'Damages', without prejudice to other rights and claims of the DMRC.

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4.3.4 In case after submission of the fresh Performance Security, the Lessee defaults a second time in recurring payment, DMRC shall be entitled to terminate this Agreement in accordance with the provisions of Article 9, without being liable in any manner whatsoever to the Lessee and to appropriate the Performance Security as 'Damages'.



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ARTICLE 5

Additional FAR

5.1 Leased Site

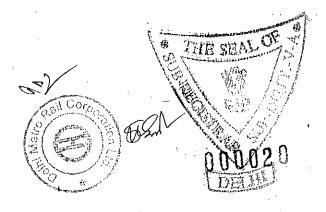
5.1.1 In case any additional FAR over and above the existing FAR Or additional land are including land 'G1' as detailed under clause 1.1.8 of RFP (the 'Additional Area') is available in future, the Additional Area may be allotted to the Lessee at the sole discretion of DMRC on the request made by the Lessee upon payment of additional Upfront Lease Fees (at applicable rate at that time by increasing @20% every three year as done in the case of recurring payment) and the Annual Lease rate of Lease Fee of the date of such request made by the Lessee on pro rata basis. The Lease Period of such Additional Area shall however be co-terminus with the Lease Agreement.—All of associated with the additional FAR including but not limiting to the FAR conversions.

Also, the Existing metro commuter parking area measuring approx. 3750 Sqm can be made part of plot being concessioned under this tender but it may be used only for landscaping purpose with committed provision of 120 ECS parking for metro commuters in this location. However, the area used for dedicated entry / exit from the existing metro commuter parking shall be considered as 'Additional Area".

5.1.2 Additional FAR through possible implementation of TOD Norms

Benefit of TOD on this plot could not be availed due to building height restriction imposed by NMA as this plot fall in the NMA regulated zone i.e. 100m - 200m from Rai Pithora Qila.

However ,in future, if any, advantage of increased FAR area due to TOD may be availed as "Additional Area" per clause 5.1.1 of this document.



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ARTICLE 6

6.0 PROJECT

6.1 LAYOUT PLAN AND SITE LIMITATIONS

- 6.1.1 Within two months from the date of total payment of Upfront Lease fee, the Lessee shall submit to DMRC for its approval, a Layout Plan for the Project, which shall be in conformity with the following conditions:
 - (a) Planning of the development must take into account and provide for uninterrupted and easy movement of commuters into and out of the MRTS Station. The Lessee must provide for the full parking requirement for the development work scheduled to be undertaken by him.
 - (b) If the Lessee's proposal in any way affects the DMRC structures and/ or related facilities other amenities, the Lessee will have to rehabilitate the same at its own cost and risk, to the complete satisfaction of DMRC.
 - (c) The Lessee is required to plan for the parking requirement of its development as per the prevailing development norms.
 - (d) The Layout Plan and the development of the Project Site in pursuance of the same shall be strictly in accordance with the existing master plan of Delhi and applicable building and municipal laws, applicable bye-laws or regulations as prescribed by the statutory authorities.
 - (e) DMRC reserves the right to reject any Layout Plan submitted by the Lessee on any account whatsoever including without limitation, on account of the fact that the same does not adhere to the stipulations specified in this Article 6.1.1.
 - (f) Lessee shall complete the Project in accordance with the Layout Plan as approved by DMRC.

6.1.2 Utilities and Services

- (a) The Lessee shall also make its own arrangement for providing all infrastructure (water, electricity, fire safety etc.), utilities and sewerage facilities required in proportion to the allotted area.
- (b) The Lessee would be required to make its own arrangements for obtaining necessary approvals, permits, clearances and sanctions from the competent authorities for all utilities such as water, electricity, sewerage, sanitation, fire safety etc. and as per applicable bye-laws and standards.

6.1.3 Site Safety and Security Measures

(i) The Lessee is required to introduce and observe at all times, appropriate measures for safety, security and orderliness on the Project Site. For Eldero Infrastructure & Properties Ltd.

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- (ii) The Lessee is required to make its own arrangement for fire fighting which shall confirm to the IS Code of Practice / Delhi Fire Services norms and all other applicable statute bodies.
- (iii) The Lessee shall comply with all safety regulations applicable, in its design, access arrangements and operations on Project Site. During construction period of the Project the Lessee shall be responsible for the operation of machinery and any other work and shall take all precautions to ensure safety of the staff, laborers and public.
- (iv) The Lessee shall be responsible at its cost, for procurement, transport, receiving unloading and safe keeping of all plant and machinery, equipment, materials and other things required for the construction and operation and maintenance of the facilities.
- (v) Unless otherwise stated in this Agreement:
 - (a) The Lessee shall be responsible for keeping unauthorized persons off the Pr Site, during the construction period.
 - (b) Authorized persons during the construction phase shall be limited to the employee of the Lessee, employees of subcontractors of the Lessee, and employees and persons authorised by DMRC.
- (vi) Employees/staff of the Lessee shall not be deemed or construed to be the employees of DMRC. The Lessee understands and undertakes that its employees/staff shall make no claim against the DMRC for any reason whatsoever, throughout the lease period. Further, the Lessee also agrees that the DMRC shall not be liable for any accident/injury or claims of the workers/employees during the execution of the development works, under this Agreement, throughout the lease period of 50 years.
- (vii) If during the lease period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Lessee and DMRC shall not be liable for any such claims. The Lessee would be responsible for the payments arising out of any third party claims. The Lessee is advised to procure insurance for meeting st liabilities at its own cost.
- 6.1.4 The Lessee shall be solely liable for the above mentioned obligations/responsibilities and in case any liability, on account of Lessee's failure to comply with the above, falls on DMRC, the Lessee shall fully indemnify DMRC.

6.2. REPORTING REQUIREMENTS

6.2.1 The Lessee shall carry out all checks and maintenance or repair works with adequate advance notice in such a planned manner that there shall be minimal disruption of the operations of the nearby area and the MRTS Station/property.

6.2.2 DMRC may inspect the Project Site and Project Facilities at any time for its own assessment of the compliance by the Lessee with its maintenance obligations under this Agreement. The Lessee shall extend all reasonable assistance to the DMRC representatives during such inspection visits.

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- 6.2.3 The Lessee shall at its cost, carry out its own periodic inspections, and also assist DMRC or its nominee (whenever requested) to carry out any random or periodic inspection of any part or component of the works. The cost of any test, if required, shall be borne by the Lessee.
- 6.2.4 The Lessee shall, upon request by DMRC, co-operate in the co-ordination of the works under this Project with the work of any other persons to whose systems the facilities are to be connected, provided that such co-operation shall not empower the Lessee to unreasonably interfere with the carrying out of the works. The Lessee shall afford all reasonable opportunities for carrying out their work to:
 - (i) the workmen of DMRC;
 - (ii) any other persons employed by the DMRC and their workmen; and the workmen of any public authority who may be employed in the execution on or near the site of any work not included in this Agreement, which DMRC may require.

6.2..5 USE OF THE PROJECT SITE AND PEACEFUL POSSESSION

- 6.2.5.1 The Lessee, subject to complying with the Terms and Conditions of this Agreement, shall have the use of the Site during the Lease Period in accordance with the terms of this Agreement and limited for the purposes mentioned in Article above. The Lessee shall not use the site or the Project Facility for any other purpose.
- 6.2.5.2 The Lessee shall confine its operations to the Project Site. The Lessee shall take all necessary precautions to keep persons and equipment within such areas, and to keep and prohibit them from encroaching, damaging or degrading or affecting adversely the neighbouring / DMRC areas or otherwise cause any interference to the employees, representatives and agents of DMRC.
 - (a) If any infringement as defined under this article occurs, as determined by DMRC, DMRC will issue a notice to rectify the infringement within a stipulated time. If the infringement is not rectified within the stipulated time, a fine upto Rs. 1.0 lakh (Rupees One Lakh Only) for each infringement, will be imposed by DMRC, alongwith additional time for rectification of such infringement.

The Lessee is required to introduce and observe at all times, appropriate measures for safety, security and orderliness on the premises granted to the Concessionaire.

6.3 OTHER OBLIGATIONS

6.3.1 The Lessee undertakes to complete the Project within 3 (Three years) from the date of handing over of the Project Site.

The Lessee undertakes to pay all the municipal taxes, service tax, maintenance charges, statutory taxes, statutory dues, local levies and all other applicable taxes and charges, in respect of the Project Site from the day when the DMRC delivers possession of the same to the Lessee, in accordance with statutory provisions, rules and regulations. Property Tax of the leased area shall be paid by Lessee directly to the respective authority at applicable rates.

6.3.2 Lessee shall obtain all statutory clearances from DMRC and concerned agencies/authorities for tree cutting and other purposes etc.

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- 6.3.3 The Lessee shall follow all prevailing norms of Property development mentioned under MPL 2021 including all corrections / revisions are required to be followed by the Lessee.
- 6.3.4 The Lessee shall make use of available ground coverage and floor area as permitted under MPD-2021.
- 6.3.5 It is clarified that the Lessee shall be solely responsible for the development, maintenance an operations of the Project and there shall be no obligation on DMRC in this regard. Accordingly, all responsibilities relating to the Project including without limitation, obtaining the requisite approvals/ sanctions for the Project from concerned local bodies etc., in strict compliance with all construction and municipal laws in relation to the Project, constructing, providing and maintaining necessary utilities and amenities including sewerage, sanitation, electricity an water connection, fire fighting and health safety, other civic amenities and obtaining necessary permissions from appropriate authorities for the same, construction and quality of the Projec' safety of site equipment & machinery, staff and labourers etc. shall be to the sole and exclusive liability/ responsibility of the Lessee.

DMRC may agree without any liability thereof to assist the Lessee in obtaining the required approval/permits. In the event of delay or failure in obtaining the required approval/permits, the Lessee shall not be deemed absolved of its own responsibility and DMRC shall not in any way be liable for the approval/permits or for non receipt thereof for any reason whatsoever nor for any loss or damage arising in consequence of such delay or non receipt.

- 6.3.6 The Lessee shall ensure that no structural damage is caused to the existing buildings and other permanent structures in the surrounding area and on site as a result of its activities or any of its agents, contractors, tenants, etc.
- 6.3.7 The Lessee shall take all reasonable steps to protect the environment (both on and off the Project Site) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits.
- 6.3.8 The Lessee shall make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Lessee's obligations under this Agreement.
- 6.3.9 The Lessee shall take all reasonable precautions for the prevention of accidents on or about the Project and provide all reasonable assistance and emergency medical aid to accident victims.
- 6.3.10 Lessee shall during execution of Works, keep the Project Site free from all unnecessary obstruction, and store the Equipment or surplus materials dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station and Commuters or otherwise to DMRC's activities.
- 6.3.11 The Lessee shall within 30 (thirty) days of achieving Completion of the said development in the Project Site remove from the Project Site all, surplus construction machinery and materials, including, without limitation, hazardous materials and wastes, and keep the Project Site in a neat and clean condition, and in conformity with the Applicable Laws; except that the Lessee shall be entitled to retain on any Project Site, until the expiry of the lease period, such equipment, materials and temporary works as required by it for the purpose of fulfilling its obligations under this Agreement in respect of operation and maintenance of the Project.

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- 6.3.13 Operational structures existing in the area, if any, will not be disturbed by Lessee. The setbacks should be planned in such a way that the existing structures should not be disturbed till the alternative one, if any, is not commissioned.
- **6.3.14** The operational structures of DMRC including station building, ancillary buildings, commercial portion under occupation by DMRC's Lessee, and area under setbacks etc. will not be handed over to the Lessee at any time.
- 6.3.15 Lessee will provide safe access passage for station commuters at all times. Passage shall be in accordance with requirements of DMRC during the Lease period.
- **6.3.16** Lessee shall provide unfettered access to the authorized representative of DMRC and its operation staff for the purpose of maintenance works, if applicable, inside the specified area including the temporary land 'G1' at all times during the concession period.
- **6.3.17** The Lessee will have to take statutory clearance from DMRC and other concerned government agencies for removal of existing trees, if any, from the site.
- 6.3.18 The Lessee shall plan the layout in such manner that it provides access to station and ancillary buildings such as ASS room, Fire sump and pump room etc all the time, as well as meets the requirement of Bye laws enacted by local bodies.
- **6.3.19** The Lessee will not cordon off the metro station, and fire access road from project site, by constructing any structure which restrict visibility and may cause obstruction to fire tender route / fire escape area. Lessee will also ensure visibility on the surroundings of metro station from and to the project site.
- **6.3.20** The shifting of the existing operational structures and utilities, if found during excavation or otherwise, on the subject site shall be done by the Lessee within 6 month period under the supervision of DMRC.
- 6.3.21 Lessee shall plan the layout of the property development area as per NMA clearance accorded to DMRC vide letter No. letter No. F.NO.2-9/557/2013-NOC/NMA dated18.03.2014 for proposed property development at Malviya Nagar integrated plot ("Project Site").
- **6.3.22** A part of this land plot has been utilized for the construction of a part of underground metro station. Any construction activity will be restricted above this portion underground metro station. This zone is marked in the layout plan.
- 6.3.23 A DJB pipeline as shown in drawing is also running along a part of boundary of this plot. This pipeline was shifted by DJB through this plot during construction of Malviya Nagar underground station. Hence, developer will be required to leave sufficient offset from this DJB pipeline. Shifting of DJB pipeline does not seem feasible due to availability of other underground utility services of Sewer line, underground Drain and Low Tension Cable. The Sewer line and Underground drain are passing along the Press Enclaver Read whereas a law efficiency of this plot. This pipeline is a service of Sewer line, underground Drain and Low Tension Cable. The Sewer line and Underground drain are passing along the Press Enclaver Read whereas a law efficiency of this plot.

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Underground Cable line is passing along Press Enclave Road and one branch is terminating the plot area. The Lessee must take adequate safety precautions before starting construction work to keep their employees safe as well as others from construction related hazards. Are covered by DJB pipeline is marked as "D" in the layout plan.

- 6.3.24 During the construction activities the Lessee shall strictly follow the guidelines issued by DMRC and DMRC's manuals on Safety, Health and Environment and Safety, Health and Occupational Hazard on construction sites (OHSAS Manual).
- **6.3.25** Lessee shall ensure the quality of the work and submit Audit Report on Quality of Construction and Material before and after commencing the construction work.
- **6.3.26** Lessee shall design the proposed Property development building for design life of 70 years of higher.
- 6.3.27 Lessee shall also indemnify DMRC against any damages / claims due to any loss of life of property due to construction / operation of the property development project.
- 6.3.28 Lessees hall strictly adhere to the extant bye laws, rules issued by the local authority during entire lease period.
- 6.3.29 Lessee shall study the Traffic Impact Assessment of the project and provide the amenities / service area / parking etc. to cater the additional demand generated due to commissioning of the Project.
- 6.3.30 The Lessee will have to satisfy himself for business prospects, development parameters and applicable norms, and certify that he has made site visit and conversant to the site proposed for property development before undertaking the bid submission process in the subject area. No compensation, claim or damages will be entertained by DMRC in this regard. The Lessee shall develop the project facilities and thereafter operate and maintain them throughout the Lease Period. The act of granting permission to develop the Project Facility at the Site and to Lear the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Project Facility or any part thereof including any permanent fixtures, fittings, etc. installed in the structure of the Project Facility in favour of the Lessee or any Sub-Lessee.
- **6.3.31** The subject site at Malviya Nagar Metro Station shall be leased to the Lessee for the purpose of Property development only.
- 6.3.32 The Lessee must note that they would be required to follow the FAR regulations, Ground Coverage regulations, minimum parking requirement, and other statutory rules/ regulations as per the Master Plan of Delhi and other prevalent applicable regulations.

6.3.33 The Lessee shall be solely liable for the above mentioned obligations/responsibilities and in case any liability, on account of Lessee's failure to comply with the above, falls on DMRC, the Lessee shall fully indemnify DMRC.

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6.4 INSURANCE

- 6.4.1 The Lessee shall ensure full insurance cover as per the standard practice in the industry, covering all the applicable risks in respect of the Project and the Constructions.
- 6.4.2 The Lessee shall ensure the timely payment of the premium of the policies taken by it, at its own cost. The Lessee will submit the copy of the receipt of the payment of premium to DMRC as and when requested by DMRC.

6.5. TREASURES / FOSSILS

In the event of discovery by the Lessee or its employees during the progress of the work of any treasure, fossils, minerals or any articles of value or interest, the Lessee shall give immediate intimation of such treasure or things to the DMRC and the same shall become the property of the Government/ DMRC.

The Lessee shall not claim right, title or interest on such things at any time.

- 6.6 Structure Design and Quality Assurance of Development Project
- 6.6.1 Before start of construction of the Development Project, the Lessee shall prepare a Development Plan specifying different phases in which the Lessee proposes to construct the Development Project. The Development Plan shall be in accordance with applicable laws and lease agreement. The Development Plan and any subsequent modifications therein should be submitted to Nodal Officer for approval and no works shall be undertaken at site without approval of Nodal Officer of DMRC.
- **6.6.2** The Lessee shall at all times, obtain and maintain all applicable Permits, which are required by applicable law, to undertake the Project.
- 6.6.3 The Lessee shall prepare drawings for the proposed developments at the Site complying with the requirements of the agreement, applicable laws and applicable permits and prior to submitting the same to the concerned Government Authority for obtaining applicable permits, the lessee shall submit the drawings of the development project to the Nodal Officer for his approval. The Nodal Officer shall either approve the Drawings or ask for more details within 30 (thirty) days of submission of the Drawings. Once approved by the Nodal Officer, the Lessee shall not be entitled to make any alterations or additions to the approved drawings without prior approval in writing of the Nodal Officer by following the above procedure.
- 6.6.4 The structural design and preparation of structural drawings of the project shall be got done by lessee through a competent and reputed structural engineer, name of which shall be got approved from Nodal Officer of DMRC in advance, before assigning the design work to him. Further, the proof check of design and drawing shall be got done from IIT, NIT, or any other reputed Agency / institution of repute the name of which shall be got approved from Nodal Officer of DMRC in advance.

In addition, DMRC may demand structural design or any drawing at any stage of project for review and scrutiny.

6.6.5 The lessee during the project development stage shall furnish to DMRC all specifications, guidelines, standards and design criteria to be adopted by them along with any changed or new applicable specifications for approval of DMRC.

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- 6.6.6 The approval of plans / drawings by the Nodal Officer in terms of clauses above, shall however in no event amount to certifying the conformity of drawings with applicable law or discharge the lessee from its responsibility of complying with the requirements of the agreement, applicable and applicable permits. After obtaining the applicable permits the lessee, shall submit a certified copy of such applicable permits to the Nodal officer within 7 days.
- 6.6.7 The Lessee shall, appoint a Project Manager who shall supervise and be overall in-charge of construction activities being undertaken by the Lessee at the Site during the Construction Period. The Project Manager shall be the site representative of the Lessee for interaction with the authorised representatives of DMRC visiting the Site during the Construction Period. It case the Project Manager is not available at the Site, he shall ensure that its authorised agent is available for the Project, who shall, present himself to the Nodal officer or Nodal officer representative and orders given by the Nodal officer or the Nodal officer's representative to the authorised agent shall be deemed to have the same force as if they had been given the Project Manager.
- 6.6.8 The Lessee shall not commence any work upon the Site, except securing the Site through fencing/boundary wall until approval of requisite plans from the Nodal Officer of DMRC and in Government Authorities. Within 15 (fifteen days) of receipt of right of access of the Site, the Lessee shall secure the Site with steel hoarding of height not less than 1.8 meter on all sides with access controlled gate in a manner approved by the Nodal Officer. The steel hoarding should have smooth painted surface with a pre approved design bearing names and logo of Project, DMRC, and the Lessee. No construction debris, equipments, material should be kept outside the enclosed Site without specific permission of DMRC. Any activity related to construction shall not block the adjacent roads in the Circulating area at any time and shall not hinder passenger or vehicle movement or cause congestion.
- 6.6.9 Adherence to Specifications and Drawings: The whole of the work shall be executed in perfect conformity with the Specifications and approved drawings. If Lessee performs any works in a manner contrary to the Specifications and approved Drawings or any of them and without such reference to the Nodal Officer, it shall bear all the costs arising or ensuing there from and shall be responsible for all loss to DMRC.
- 6.6.10 The Lessee shall undertake the Project using due care and diligence in a professional manner using sound engineering design and project management principles and supervis procedures in accordance with best industry practices and for that it shall retain, engage and consult qualified and experienced professionals and consultants with good credentials and experience in relation to a project similar to the Project, which is the subject matter of the Agreement.
- 6.6.11 The Lessee will ensure that all materials, equipment, machinery etc. installed and/or used at the Site will be of sound and high quality, that all workmanship shall be in accordance with best industry practices applicable at the time of installation, construction or repair and that each part of the construction will be fit for the purpose for which its required.
- 6.6.12 Nodal Officer of DMRC or his representative shall be entitled to, but not obliged to do so, without being required to give prior written horize to the Lessee, inspect the Site. The Nodal Officer and the Nodal Officer's representative shall also at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared. The lessee shall provide all necessary assistance including accompanying the DMRC's representative during such inspections, providing information, plans and other details of the Project as asked for by the DMRC's representative. Based on such inspections, DMRC may, without being obliged to do so, issue, if found necessary, instructions to the lessee for For Eldeco Infrastructure & Properties Ltd.

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addressing the deficiencies noted at the site in terms of the agreement. The Lessee shall comply with such instructions within 30 (thirty) days of receipt of such instruction.

- **6.6.13** The lessee shall keep one copy of drawings and specifications and such other documents as may be required by DMRC at the site, in good order for Nodal Officer or his representative
- 6.6.14 Quality assurance: The Lessee shall arrange to have a quality assurance system and engage PMC / Independent Engineer to audit adherence to prescribed codes/manuals guidelines applicable for the specific project. The names of PMC / Independent Engineer shall be got approved from Nodal officer of DMRC in advance. Lessee shall also make available to DMRC all reports of their PMC/ Independent Engineer regarding quality audit and the compliance thereof. Compliance of the Quality Assurance system shall however not relieve lessee of his overall duties and responsibilities for executing the works as per prescribed standards.

Nodal Officer of DMRC or his representative however shall also be entitled to audit any aspect of the works and their observations shall be binding on the lessee.

- **6.6.15** Ownership of drawings and specifications:- All drawings and specifications, and copies thereof approved by DMRC shall be deemed to be the property of DMRC and shall not be used on other works without express approval of DMRC.
- 6.6.16 Upon completion of construction of the project and receipt of applicable permits for commercial operation/usage, the lessee shall apply for a Completion Certificate by submitting the certified copies of all such applicable permits together with completion Drawings of assets to the Nodal Officer of DMRC. The Nodal Officer shall, within 30 (thirty) days of such request either issue the Completion Certificate or convey the shortcomings to the Lessee, which the Lessee shall rectify and send fresh request to the Nodal Officer.

However, such completion certificate issued by the Nodal Officer shall in no event amount to certifying the conformity with the approved drawings, applicable law or discharge the lessee from its responsibility of complying with the requirements of the agreement, applicable laws and applicable permits.

- **6.6.17** Compliance to Nodal Officers Instruction: The Nodal Officer of DMRC or his representative shall have the right to instruct the lessee for rectifying defects in materials, equipments workmanship, housekeeping, quality or the temporary or permanent works at any time.
- **6.6.18** The Lessee shall be obliged to comply with such instructions. No alteration in or additions to or omissions or abandonment of any part of works shall be deemed authorized, except under instruction from the Nodal Officer.
- 6.7 ASSIGNABILITY AND ENCUMBRANCE
- 6.7.1 Except for the sub-licensing the use of the built space, facility as per the terms of this Agreement, the Concessionaire shall not assign any of its rights, or interest in this Agreement in favour of any person(s) at any time and for any reasons whatsoever.
- 6.7.2 The Concessionaire may subject to the first and paramount charge of the DMRC over the receivables from the sub-licensees and other users of the built up space and facilities, for the payment of the amounts becoming due to DMRC, create second or further charge over the receivables as security to recognised Financial Institution(s) / Banks for financial assistance and funding of the Project.

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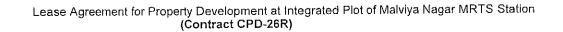


6.7.3 Under no circumstance, shall the land or building or facilities constructed or installed the Project Facility or Site be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any perso including Lenders / Financial Institution(s) / Banks.



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ARTICLE 7

7.0 REPRESENTATIONS AND WARRANTIES

7.1 REPRESENTATIONS AND WARRANTIES OF THE LESSEE

The Lessee (in the case of Consortium each member) represents and warrants to DMRC that:

- (i) It is duly organized, validly existing and in good standing under the laws of India;
- (ii) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (iii) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (iv) It has the financial standing and capacity to undertake the Project;
- (v) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (vi) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Concessionaire is a party or by which Concessionaire or any of its properties or assets are bound or affected;
- (vii) There are no actions, suits, proceedings or investigations pending or to the Lessee's knowledge threatened against the Lessee at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute the Lessee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (viii) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- (ix) It has complied with all Applicable Law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect:
- (x) No representation or warranty by the Lessee contained herein or in any other document furnished by the Lessee to DMRC or to any government authority in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (xi) The Lessee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DMRC shall not be liable for the same in any manner whatsoever to The Lessee.
- (xii) The Lessee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour are being recruited for and opinibehalf of

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DMRC. The Lessee shall at all times comply and represent to the staff and labour employed engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

7.2 OBLIGATION TO NOTIFY CHANGE

In the event that any of the representations or warranties made/given by the Lessee ceases to be true or stands changed, it shall promptly notify DMRC of the same.

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ARTICLE 8

8.0 RESTRICTION AND CHANGES IN LESSEE AND SPECIAL PURPOSE COMPANY

- 8.1 In case the Lessee is an SPC incorporated as per the requirements of the RFP, the members of Consortium shall be required to maintain 100% of the equity of the SPC throughout the subsistence of the Lease Agreement. There shall be no change in the shareholding structure of the SPC during the Lease Period without prior approval of DMRC.
- 8.2 The members of Consortium of the SPC shall be responsible and liable jointly and severally, for due performance of all the obligations and responsibilities assumed by the SPC under this Agreement.
- The Lead Member shall hold not less than 51% (fifty one per cent) of the equity of the SPC during the subsistence of the Lease Agreement and that each member of the Consortium whose technical and financial capacity was evaluated for the purposes of award of the Project shall hold at least 26% (twenty six per cent) of such Equity during the subsistence of the Lease Agreement. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the Lease Agreement. Any deviation from the above shareholding structure shall expressly be with the prior written consent of DMRC. Further, any change proposed in the equity shareholding pattern of the Consortium in the Special Purpose Company during the Lease Period, within the prescribed limits shall be subject to prior permission of DMRC.

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ARTICLE 9

9.0 INDEMNITY

- 9.1 The Lessee hereby undertakes to indemnify and hold DMRC harmless against all costs damages, liabilities, expenses arising out of any third party claims relating to non-completion of Project; quality of the Project and the Construction / construction activities, sale/ agreement to sell entered into between the Lessee and end user.
- 9.2 The Lessee hereby undertakes to indemnify DMRC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or inconsequence of the execution and completion of works and remedying defects therein, against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- The Lessee hereby undertakes that DMRC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Lessee or any of its contractors/sub contractors. The Lessee shall indemnify and keep indemnified DMRC against all such damages and compensation; all claims proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.
- The Lessee hereby undertakes to indemnify, defend, save and hold harmless the DMRC and its officers, servants, agents, etc. (the "DMRC Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from Property Purchasers and /or Sub-Lessees for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Lessee of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Lessee to any Property Purchasers and /or Sub-Lessees or from any negligence of the Lessee under contract or tort or on any other ground whatsoever.

9.5 Survival on Termination

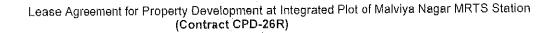
The provisions of this Article shall survive Termination.

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ARTICLE 10 TERM AND TERMINATION

10.1 Term

This Agreement shall continue to operate and be binding on the Parties for the Lease Period of 50 years commencing from the Commencement Date, unless terminated earlier in accordance with the provisions of this Article 10.

10.2 Termination by DMRC

DMRC, in its sole discretion, may terminate this Agreement due to any of the following events of default by the Lessee (hereinafter called the "Lessee Event of Default"):

- a) The Lessee has failed to perform or discharge any of its obligations in accordance with the provisions of this Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to DMRC without any contributory factor of the Lessee;
- b) If at any time during the Lease Period, any payment, assessment, charge, lien, penalty or damage herein specified to be paid by the Lessee to DMRC, or any part thereof, shall be in arrears and unpaid for a continuous period of 180 days;
- c) The Lessee has failed to submit security deposit for renewed amount six months before the date of the expiry of existing Security Deposit.
- d) Any representation made or warranties given by the Lessee under this Agreement is found to be false or misleading;
- e) The Lessee has engaged or knowingly has allowed any of its employees, Sub Lessee, agents, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement;
- f) The Lessee has been adjudged as bankrupt or become insolvent;
- g) The Lessee has created any encumbrance, charges or lien in favour of any person or agency, over the Leased Area, save and except as otherwise expressly permitted under this Agreement;
- h) A resolution for voluntary winding up has been passed by the shareholders of the Lessee;
- i) Any petition for winding up of the Lessee has been admitted and liquidator or provisional liquidator has been appointed or the Lessee has been prefered to be wound up by Court For Elect Intrastructure & Properties Ltd.

000035



of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Lessee under this Agreement;

- j) The Lessee has abandoned the Project;
- k) The shareholding pattern of the SPC (being the Lessee) has been changed without obtaining prior written consent of DMRC.
- In case the Lessee or its Sub Lessee had entered into any Sub Lease Agreemer without the prior written consent of DMRC;

Provided that in the event of application under sub-clauses (a) and (b), above DMRC shall give to the Lessee 30 days time to cure the default prior to considering the event specified therein as Lessee's events of default and in the event the Lessee remedies the default to the satisfaction of the DMRC within 30 days, the event will not be considered as a Lessee Event of Default.

In the event of default under sub-clauses (c) to (l), above, the Lessor shall be entitled to terminate this Agreement at any point of time in its sole discretion by giving 30 days notice period to the Lessee. This Agreement shall thereafter automatically stands terminated notwithstanding any further action by either Party. The Lessee shall incorporate these termination clauses in the agreement of sub-lessees. All such sub-lesse agreements will stand terminated once this contract is terminated.

10.3 Termination for Force Majeure

The Agreement may be terminated for Force Majeure reasons as specified in Clau 12.5.

10.4 Consequences of Termination

10.4.1 Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon Termination:

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- the Lessee or Sub-Lessee shall cease to have any access to the Leased Space(s). However, DMRC at its own discretion may allow the Sub-Lessees/ end users to continue to have access on mutually negotiable terms & conditions.
- surrender all its rights on the Leased Space(s). Transfer all its rights, titles and interest in or over the assets comprised in the Leased Space(s) which are required to be transferred to DMRC in accordance with this Agreement and execute such deeds and For Eldeco Infrastructure & Properties Ltd.

000036



documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.

- iii) The Leased Space(s) shall have been renewed and cured of all defects and deficiencies as necessary so that the Leased Space(s) is in accordance with the specifications & standards as per the terms of this Agreement.
- iv) Hand over to DMRC all documents including as-built drawings, manuals and records relating to development, operation and maintenance of the Leased Space(s) and a certificate from his statutory auditors certifying zero financial encumbrance on the Leased Space(s);
- v) At its cost remove from the Leased Space(s) all such moveable assets, which are not taken over by or transferred to the DMRC.
- vi) At its own cost, immediately terminate the Sub-Leasing Agreements entered into with Sub-Lessees, without any liability of the DMRC. However, DMRC may in its discretion, instruct the Lessee to assign the Sub-Leasing Agreement in favour of the DMRC, if the DMRC considers appropriate to continue to provide access to the Sub-Lessee on the Leased Space(s).
- vii) The Lessee shall, at its cost, transfer to DMRC all such Applicable Permits, which the DMRC may require and which can be legally transferred.
- 10.4.2 It is hereby agreed between the Parties that the Lessee or the Sub-Lessee or any other person acting through or under them shall not remove any of the facilities at Leased Space(s) including all equipment and other fixtures attached to the Leased Space(s) and shall remove only movables which can be removed without causing any damage to the structure of the Leased Area.
- 10.4.3 Both Parties shall at least 6 (six) months prior to the expiry of the normal Lease Period of 50 (Fifty) years or sooner determination as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid consequences of Termination.
- 10.4.4 Each Party shall pay the other Party the various payments due as on the date of Termination in accordance with this Agreement.
- 10.4.5 The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Agreement on the Termination in entirety, and unless otherwise provided in this Agreement, the cost involved in transfer contemplated shall be shared by the respective Parties.

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000037



10.5 Rights of DMRC on Termination

Notwithstanding anything contained in this Agreement, DMRC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Lessee and/or Sub-Lessee in connection with the Lease Space(s).

In cases of termination of lease agreement due to default of lessee, DMRC shall have the exclusive rights to cut water supply, electricity, sewerage connection to the leased area and also start process for eviction of lessee from DMRC property.

10.6 Right to re-market the said Leased Space(s) on Termination

Notwithstanding anything contained in this Agreement, DMRC shall have right to re-market the Leased Space(s) on Termination of this Agreement for any reasons whatsoever.



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000038



ARTICLE 11

11.0 GOVERNING LAW, DISPUTE RESOLUTION & ARBITRATION

11.1 GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India.

11.2 Amicable Resolution

- 11.2.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in the clauses below.
- 11.2.2 Except where otherwise provided for in the Agreement, all questions and disputes arising between the Parties pertaining to or directly or indirectly connected with this Agreement shall in the first place be referred to a sole conciliator who shall be an official of DMRC of the rank of deputy and above (the "Conciliator").
- 11.2.3 Upon conciliation as above, in case the Parties reach an agreement, the Conciliator shall make the settlement agreement and give an authenticated copy thereof to each of the Parties (the "Settlement Agreement"). The Settlement Agreement shall be final and binding on the Parties. The Settlement Agreement shall have the same status and effect as arbitration award.
- 11.2.4 The views expressed, or suggestions made or the admissions made by either Party in the course of conciliation proceeding shall not be introduced as evidence in any arbitration proceedings. The cost of conciliation shall be borne by both the Parties equally.
- 11.2.5 Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure under Clause 11.3 below.

11.3 Arbitration

- 11.3.1 If the efforts to resolve all or any of the disputes through amicably resolution fails, then such disputes or differences, whatsoever arising between the parties shall be referred to Arbitration in accordance with the following provisions:
 - a. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. DMRC shall provide a panel of three arbitrators which may also include DMRC officers for the claims upto Rs.5 million and a panel of five Arbitrators which may also include DMRC officers for claims of more than Rs.5 million. The Lessee shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The DMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only who shall act as the Presiding Arbitrator. The Arbitrator(s) shall be appointed within a period of 30 days from the

000039



date of receipt of written notice/ demand of appointment of Arbitrator from either party. Neith party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before DMRC for the purpose of obtaining his decision. No decision given by DMRC accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute difference referred to arbitrator/s. The arbitration proceedings shall be held in Delhi only. The language of proceedings, that of documents and communication shall be English.

- b. DMRC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor.
- c. The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties.
- 11.3.2 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.
- 11.3.3 The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the DMRC from time to time.
- 11.3.4 Where recourse to a Court is to be made in respect of any matter, the court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.
- 11.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceedings hereunder.

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For Eldeco Infrastructure & Properties Ltd.



ARTICLE 12

12.0 MISCELLANEOUS

12.1 NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to DMRC: M/s

M/s Delhi Metro Rail Corporation Limited,

Address:

Metro Bhawan, Fire Brigade Lane,

Facsimile:

Barakhamba Road, New Delhi-110001, India.

Fax. No. 011-23362791

If to Lessee:

M/s Eldeco Infrastructure & Properties Ltd.,

Address:

201-212, Splendor Forum, Plot No.3,

Facsimile:

Distt. Centre, Jasola, New Delhi-110025.

Fax. No. 011-40655111

Or such address, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

12.2 **ASSIGNMENT**

The Lessee shall not assign its rights and obligations in whole or in part hereunder without the prior written approval of DMRC.

12.3 VARIATION

Any variation of this Agreement shall be mutually agreed in writing and executed by or on behalf of each of the Parties.

12.4 WAIVER

12.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and

shall not affect the validity or enforceability of this Agreement in any manner.

12.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other

For Eldeco Infrastructure & Properties Ltd.

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Withorised Signator.



indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach (any terms, conditions or provisions of this Agreement.

12.5 FORCE MAJEURE

12.5.1 Force Majeure Event

Any of the following events resulting in material effect on the execution of the Project despite an efforts and prudence by the Lessee, shall constitute a Force Majeure Event

- (i) Earthquake, flood, inundation, landslide;
- (ii) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (iii) Fire caused by reasons not attributable to the Lessee;
- (iv) Acts of terrorism;
- (v) War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
- (vi) Strikes or boycotts, other than those involving either of the Lessee, its subcontractors or their employees, agents, etc.; and
- (vii) Any other similar events beyond the control of the Party.

12.5.2 Notice of Force Majeure Event

As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the "Affected Party") shall notify the other party of the same, setting out, inter alia, the following in reasonable details:

- (i) The nature and extent of the Force Majeure Event;
- (ii) The estimated Force Majeure Period:
- (iii) The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- (iv) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- (v) Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

12.5.3 Performance of Obligations

The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- (i) Due notice of the Force Majeure Event has been given to the other party as required by the preceding Article 12.5.2;
- (ii) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (iii) There shall be no termination of this Agreement on account of Force Majeure except as provided in Article 12.5.5;

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or Eldeco Infrastructure & Properties Ltd.



- (iv) Where the Lessee is the Affected Party, the various deadlines set forth in this Agreement and the Lease Period shall be extended by the period for which such Force Majeure Event subsists;
- (v) Where the Lessee is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- (vi) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
- (vii) The Affected Party shall continue to perform such obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- (viii) Any insurance proceeds received by the Lessee shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by DMRC.

12.5.4 Cost for remedying Force Majeure Event

Upon occurrence of a Force Majeure Event, the Lessee shall as soon as possible, take all necessary actions to cure the Force Majeure Event at its own cost and expense.

12.5.5 Termination due to a Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred eighty) days or more within a continuous period of 365 (three hundred sixty five) days, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days termination notice in writing to the other Party without being liable in any manner whatsoever.

12.6 SEVERABILITY

In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respects under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Where the provisions of such Applicable Law may be waived they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid and binding and enforceable in accordance with its terms. If any provisions of this Agreement become invalid, the Parties agree to substitute for such invalid provision a new provision that serves the purpose of the invalid provision to the furthest possible extent.

12.7 AMENDMENTS

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing of the Parties hereto and For Eldeso Infrastructure & Properties Ltd.

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12.8 SURVIVAL

Termination of this Agreement (a) shall not relieve the Lessee or DMRC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, ar. (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss of damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

12.9 COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

12.10 EMPLOYEES OF CONCESSIONAIRE

The employees/ staff of the concessionaire shall not be deemed or construed to be the employees of DMRC. The Concessionaire understands and undertakes that the employees/staff shall make no claim against DMRC for reason whatsoever.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed in 4 (Four counterparts by their duly authorized representatives as of the date and year first above written.

For and on behalf of M/s Delhi Metro Rail
Corporation Limited

Sh. S.D. Sharma
(Director Business Development)

Authorised Signatory
Witness

MAUSHAL KUMAR SAHU, MANAGER PD-JI

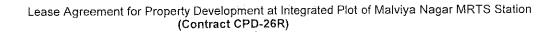
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For Eldeço Infrastructure & Properties Ltd.

Authorised Signatory

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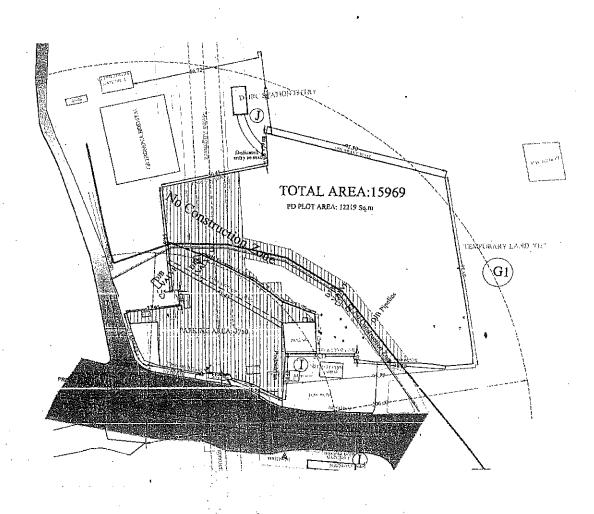


SCHEDULE - A

(Ref: Clause 1.1.3 to 1.1.9 OF RFP Document)

DESCRIPTION OF PROJECT SITE

The site for Delhi Metro's Malviya Nagar which is located in South Delhi admeasures approximately 1.22 hectare. The Project Site, identified is situated at Press Enclave Road.





(2)

(1)

For Eldaco Infrastructure & Properties Ltd.

Authorised Signator,

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Authorised Signatory

SCHEDULE-B

FORMAT OF PERFORMANCE BANK GUARANTEE

value)	by a Scheduled Commercial	Bank in India, on non-judicial stamp	paper of appropriate
BANK GUAR	ANTEE NO	dated	1
This Deed of	Guarantee made on this da	y of(month & y	/ear) by:
"Bank" or "Context there	(Name and address of buarantor ", which expression, include its successors an	Bank) of the one part (hereinafte on shall, unless it be repugnant d permitted assigns)	r referred to as the t to the subject c
		IN FAVOUR OF	نغر
permitted *ass	ir ne iebuquani io ine siin	nited (hereinafter called " DMRC ", ject or context thereof, include i ed office at Metro Bhawan, Fi the other part;	Am
context thereo	of, include its successors a	bid of M/sssion shall, unless it be repugnan and permitted assigns) having its of(Na	It to the subject or
and where unconditional	AS the Bidder under the teleron irrevocable Bank Guarant	rms of the RFP document is requeed to the requested to th	uired to furnish an
herein.	\S , accordingly the Bank ha	is agreed to guarantee to DMRC ures and words) on the terms and	the full amount of conditions stated
NOW THIS GUA	RANTEE HEREBY WITNESS	•	
reservation demand a whether the DMRC standard and demand and the Bidder	in, contest, recourse whatsoe and without any reference to the claim of DMRC is disputed ating that the amount claimed comply with the terms and made by DMRC will be conclusioned by demanded without in any suit or proceedings per content of the conclusion and suit or proceedings per content of the content of the conclusion and suit or proceedings per content of the content of th		of, without demur, any reason to the and irrespective of first demand from the Bidder to cument. Any such and the Bank shall disputes raised by



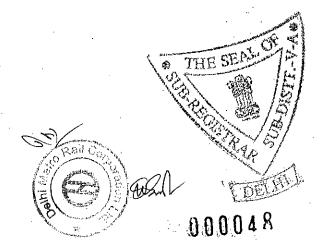
- 3. This Guarantee is unconditional and irrevocable till such time DMRC discharges this Guarantee by issuing a letter to the Bank in this behalf.
- The Bank undertakes to pay the amount mentioned herein as principal debtor and not a surety and the DMRC at its option, shall be entitled to enforce this Guarantee during its currency against the Bank, as a Principal Debtor in the first instance, without proceeding against the Bidder and notwithstanding any security or other guarantee that the DMRC may have in relation to the Bidder's liabilities.
- The Bank shall not be relieved from its obligations under this Bank Guarantee on account of any variations in the terms and conditions of the RFP Document or Lease Agreement or by extension of time granted to the Bidder or due to any postponement/non-exercise/delayed exercise of any of its rights by DMRC against the Bidder or omission on the part of DMRC or any indulgence by DMRC to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank.
- 6. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 7. Notwithstanding anything contained herein:
 - a) The Bank liability under this bank guarantee shall not exceed Rs. (Rupees in words).
 - b) This Bank guarantee shall be valid upto dd/mm/yyyy.
 - c) The Bank is liable to pay the guaranteed amount or part thereof only and only if the DMRC serves upon the Bank a written claim or demand on or before dd/mm/yyyy.

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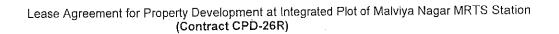
For Eldeco Infrastructure & Properties Ltd.



IN WITNESS WHEREOF I on beday of month and ye	behalf of the Bank have signed a ear being herewith duly authorize	nd sealed this Guarantee	on the
•			
		•	
For and on behalf of the	Bank,		
	The state of the s		
Signature of Authorized Bank O	fficial:		
Name :			
Designation			
Stamp/Seal of the Bank			
Signed, sealed and delivered for	r and on behalf of the Bank by the	e [*]	
above named	in the presence of:		
	•		
Signature	•		
Name		• •	
Address	· -		
Cianatura			
Signature			
Name		·	
Address			
	•	•	
	• •		
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For Eldeco Infrastructure & Properties Ltd.





SCHEDULE C Payment Schedule

1. The Selected Bidder shall follow the following time lines:

(1)

Stage of Activity	Time Period
Payment of Upfront Lease Fee .	25% Within 30 days of issue of Letter of Acceptance (LOA) and remaining 75% within 90 days from the date of issue of LOA.
Performance Security to DMRC	Within 30 days of issue of Letter of Acceptance
Signing of Lease Agreement	Within 7 days after payment of Upfront Lease Fee and Performance Security.
Payment of Advance Lease Fee for every year to DMRC by Lessee.	Within 7 days after end of moratorium period. Delay in payment of advance Lease fee shall attract interest @ 20% on outstanding balance on due date

- II. Payment schedule in case of payment of the Lease Upfront Fee in installments:
 - Upfront payment of 25% of the Lease Upfront Fee within 30 days of the issuance of LOA
 - Balance 75% of the Lease upfront fee within 90 days from the date of the issuance of LOA

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For Eldeco Infrastructure & Properlies Ltd.



SCHEDULE D

DRAFT LEASE AGREEMENT	
This Agreement ('Agreement') is made and executed at New Delhi o	n this, year.
BY AND BETWEEN	
Delhi Metro Rail Corporation Limited , a company incorporated thaving its registered office at Metro Bhawan, Fire Brigade Lane, Bara India (hereinafter referred to as "DMRC", which expression shall, unlor context thereof, include its successors and permitted assigns) of the	khamba road, New Delhi 110001
AND	
M/s Ltd., a company incorporate Companies Act, 1956/2013* (as applicable), having (hereinafter referred to as the "unless repugnant to the context include the successors and permitted	ed under the provisions of the its registered office at Lessee" which expression shall assigns) of the Other Part
OR	
M/s, a Partnership firm, registered under the Indian Partnership business under the name and style as hereinbefore mentioned ar(mention full address) and having Registration No dt.	
OR	
M/s, a Partnership firm, registered under the Limited carrying on its business under the name and style as hereinbefore me office at (mention full address) and having Registration	
OR	Now.
M/s, a proprietary firm carrying on its business u hereinbefore mentioned and having its principal office at(nder the name and style as mention full address)
Hereinafter referred to as "the {Lessee/SPC Company}" (which expre or repugnant to the context hereof, be deemed to mean and include its permitted assigns) of the SECOND PART.	successors, administrators and
*in case Selected Bidder is a consortium it is required to incorporate an SPC under Com (DMRC and the Lessee are hereinafter also individually referred to a 'Parties').	panies Act, 2013. s a 'Party' and collectively as
WHEREAS:	
A. DMRC has been established with the principal object of pla constructing, maintaining, operating and financing Mass Transit people mover system of all types and descriptions in the National other areas of the National Capital Region (hereinafter called the	and other urban transport and
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- B. The Delhi Metro Railway (Operation and Maintenance) Act, 2002 has been enacted by the Parliament to provide for the operation and maintenance, and to regulate the metro railway in the metropolitan city of Delhi and for matters connected therewith and incidental thereto;
- C. DMRC has been authorised to develop real estates in and around the metro stations and other places in the Territory and generate revenues there from, for the purpose of part funding of its capital expenditure and to supplement the fare box collection;
- D. In pursuance of the above, DMRC is desirous of raising funds for developing Delhi Mass Rapid Transit System by transfer of its rights of the allotted land to a Lessee for the purpose of Property development of the same. For this purpose DMRC has identified land admeasuring about _____ Sqm near Malviya Nagar Metro Station, as more specifically described in Schedule A hereto and in the plan set out in Schedule A hereto (hereinafter called the "Project Site");
- E. DMRC invited bids for the Project through open tender and after evaluation of the bids received and after approval of competent authority, DMRC has accepted the bid of the Selected Bidder/Consortium and has issued a Letter of Acceptance (hereinafter called the LOA') bearing No. _____ dated _____, requiring inter alia, the Selected Bidder/Consortium to accept the LOA and to deposit 25% of the Upfront Lease Fee within 30 (thirty) days of the issuance of the LOA and remaining 75% of Upfront Lease Fee within 90 days of the issuance of the LOA as per payment schedule under Schedule-C.;
- F. {The Consortium has since promoted and incorporated the SPC Company as a limited liability company under the Companies Act 2013, and has requested DMRC to accept the SPC Company as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium under the LOA, including the obligation to enter into this Agreement pursuant to the LOA for executing the Project.}
- G. The Lessee/SPC Company has represented that it has requisite skill, financial, managerial & technical expertise and experience to design, develop, operate, finance & maintain a state-of the art Property development on the Project Site. The Lessee further represents and warrants that it/they has/have duly fulfilled all the terms and conditions necessary for the execution of this Agreement as per the terms, contained in the bidding documents and are in a position to implement the Project as envisaged in the bid and this Agreement;
- H. The Lessee/SPC Company has submitted the requisite Upfront Payment/ Lease Fee as per the Payment Schedule mentioned at Schedule -C [•] to this Agreement.
- I. Pursuant to acceptance of the Lessee's bid and submission of the Upfront Payment/Transfer Fee, the DMRC has agreed to enter into this Agreement with the {Lessee/SPC Company} for execution of the Project subject to and on the terms and conditions set forth hereinafter for development of the Project Site;

NOW THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE RESPECTIVE COVENANTS AND AGREEMENTS SETFORTH IN THIS AGREEMENT, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

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For Eldeço Infrastructure & Properties Ltd.

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IN WITNESS WHEREOF the **Parties** hereto have caused this **Agreement** to be executed in Four (4) counterparts by their duly authorized representatives as of the date and year fir, above written.

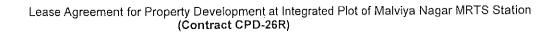
For and on behalf of Delhi Metro Rail Corporation Limited	For and on behalf of [Lessee	
[] Authorised Signatory Witness:	[] Authorised Signatory Witness:	
1	1,	
2	2	



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For Eldeco Infrastructure & Properties Ltd.

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	DELHI METRO RAIL CORPORATION LIMITED
Appli New I	ication for the "Property Development at Integrated plot at Malviya Nagar Metro Statior Delhi.
A.	PARTICULARS OF BIDDER:
1.	Name (In block letters) of individual bidder (s)/Firm/Lead Member of the consortium :
2.	Name of consortium members if any : (1) (2)
3.	Status of the bidder/firm/Lead Member of consortium whether Public Ltd./Pvt. Ltd./partnership/Sole proprietorship etc.
4. i) ii)	Year of establishment of bidder/firm/Lead Member of : consortium Year of establishment of other members: a) of Consortium b)
5.	Name of the authorised Signatory of the firm/LeadMember of consortium & his designation
6.	Official Address of authorized signatory :
7.	Official address of consortium members:
	i)
	ii)



For Eldeco Infrastructure & Properties Ltd.

PD



SCHEDULE F CONSORTIUM AGREEMENT / MEMORANDUM OF AGREEMENT

-			
This Consortium Agreement/Nof, yea	Memorandum of Agreement in .	s executed at New Delhi or	n this da
BETWEEN			
M/sits Registered Office at duly authorized by a resolution 'Lead Member' which expresdeemed to mean and include it and assigns) of the ONE Part;	ts successors in interest, leas	or repugnant to the subject	ct or contaxt h
AND			
M/s, Registered Office at, Managing Director, (hereinafter referre repugnant to the subject or corepresentatives, administrators	, duly authorized by a d to as 'Participant Member ontext be deemed to mean a	, a resolution of the Board of r 1' which expression unless and include its successors	cting through it Directors date s excluded by o
AND			
M/s, a Registered Office at Managing Director, (hereinafter referred repugnant to the subject or co representatives, administrators,	d to as 'Participant Member ntext be deemed to mean a nominees and assigns) of th	Pescipion of the Board of 2' which expression unless and include its successors in the THIRD PART'	Directors dated
(hereinafter collectively referred	to as " Consortium or "Par	ties")	
WHEREAS Delhi Metro Rail tenders for the "Property Deve Station" ("Project") in terms conditions stipulated by DMRC for which the tender has been flower.	elopment on Nahd admeas∟ of the RFP document issue for participating in the oid low	u ring 1.22 ha near Malviy ad for the said purpose a	a Nagar Metro
AND WHEREAS in terms of the process by forming a Consortiur	e bid document the Parties n between themselves.	are interested for participa	ating in the bid
AND WHEREAS the Parties he	reto have discussed and agr	reed to form a Consortium t	for participating

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in the aforesaid bid and have decided to reduce the agreed terms to writing.

For Eldeco Infrestructure & Properties Ltd.

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AND WHEREAS it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with submission of the Bid. NOW THIS CONSORTIUM AGREEMENT / MEMORANDUM OF AGREEMENT HEREBY WITNESS: That in the premises contained herein the Parties having decided to pool their technical knowhow, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for "Property Development on land measuring 1.22 ha near Malviya Nagar Metro Station" in terms of the tender invited by Delhi Metro Rail Corporation Ltd., (DMRC). That the Parties have represented and assured each other that they shall abide by and be В. bound by the terms and conditions stipulated by DMRC for awarding the Project to the Consortium so that the Consortium may undertake the Project in case the Consortium turns out to be the Selected Bidder in the bid being invited by DMRC for the said purpose. That the Parties have satisfied themselves that by pooling their technical know-how and C. managerial and financial resources, the Consortium fulfills the qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for executing the Project. as the Lead Member who shall be That the Parties have agreed to nominate D. authorized to represent the Consortium for all intents and purposes for dealing with the DMRC or its representatives and for submitting the bid as well as doing all other acts and things necessary for submission of bid, which shall be legally binding on all the members of the Consortium who shall be jointly and severally responsible for the performance and obligations in relation to the bid submitted to DMRC and execution of the Project. The Consortium further authorizes the Lead Member to represent the Consortium for all E. correspondence and communications with the DMRC and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium. That the shareholding of the members of the Consortium for this specified purpose shall be as F. per the Lease Agreement and at present the proposed shareholding shall be as follows:-%) of share percent ((i) The Lead Member shall have _ holding with reference to the Consortium for the Project.

G. That in order to fulfill the requirement of the bidding process and also to keep an altogether separate legal entity of the Consortium, the Parties undertake to provide their own nominees as share holders to the extent of their respective shareholding for the purpose of formation of a Special Purpose Vehicle (SPC) through which the Consortium proposes to undertake the Project.

The Participant Member 1 shall have

The Participant Member 2 shall have

holding with reference to the Consortium for the Project.

holding with reference to the Consortium for the Project.

(ii)

(iii)

H. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the prior written approval of DMRC, subject to the conditions as may be stipulated by DMRC in this regard and which consent, DMRC shall be entitled to decline without assigning any reason whatsoever.

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percent

percent

"Ilhariand a:

share

Lease Agreement for Property Development at Integrated Plot of Malviya Nagar MRTS Station (Contract CPD-26R)



- That in order to meet the requirements of bid documents or any other stipulations of DMRC, if it becomes necessary to execute and record any other documents amongst the members of the Consortium, the Parties undertake to do the needful and to participate in the same for the purpose of the Project.
- That it is clarified by and between the Parties that execution to this Consortium Agreement/Memorandum of Agreement by the Parties does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the Project.
- K. That the Parties undertake to specify their respective roles and responsibilities for the purpose of execution of the Project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Vehicle to be incorporated by the Parties to meet the requirements and stipulations of DMRC.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

A1. Managing Director

For (Name of Company)

A 2. Managing Director

For (Name of company)

A 3. Managing Director

For (Name of company)

WITNESSES:

1.

2.

THE SEAL OF FORE

For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory



Date 17th February, 2017

Τo

Delhi Metro Rail Corporation Limited

Metro Bhawan, Fire Brigade Lane

Barakhamba Road New Delhi-110001

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<u>Sub-Letter Of Acceptance for Contract CPD-26R: Properly Development at Integrated Plot at Malviya Nagar MRTS Station</u>

Dear Sir,

Enclosed is the one signed copy of "Letter of Acceptance" dated 13.02.2017.

Kindly give us the acknowledgement/receiving for the same.

Yours Faithfully

(Parag Dimri)

Authorized Signatory

For Eldeco Infrastructure and Properties Limited.

For Eldeco Infrastructure & Properties Ltd.

Authorised Signator

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CIN: U74899DL1995GOI068150

दूरभाष Tel. . 23417910/

फैक्स Fax : 23417921



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1)

दिल्ली मेट्रो रेल कॉर्पोरेशन लि0 DELHIMETRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम)

(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT OF DELHI)

No. DMRC/20/III-385/2016

Dated: 13.02.2017

LETTER OF ACCEPTANCE

M/s Eldeco Infrastructure & Properties Ltd. 201-212, Splendor Forum, Plot No.3, Distt. Centre, Jasola, New Delhi-110025.

Sub: Contract: CPD-26R: Property Development at Integrated Plot of Malviya Nagar MRTS Station.

- Ref: (i) Your online tender submission for the subject work on 02.12.2016.
 - (ii) Post Bid clarifications asked on 05.01.2017.
 - (iii) Your reply to Post Bid clarifications uploaded on 09.01.2017.
 - (iv) Opening of financial bids online on 27.01.2017.

Dear Sir.

With reference to above, Letter of Acceptance (LOA) is hereby issued to you for Property Development at Integrated Plot of Malviya Nagar MRTS Station (Approx. area 12,219 Sqm.). The brief details of the terms & conditions are reproduced as under:

- 1. The space will be leased to you for a period of 50 (Fifty) years including 3 years rent free moratorium period from the commencement Date.
- 2. Payment of Rs. 50 Crore (Rupees Fifty Crore only) as fixed upfront fee (plus service tax extra as applicable), non-refundable and non-negotiable, in the form of Pay Order/Cheque/Demand Draft is to be paid in two instalments i.e. 25%, is to be paid within 30 days from the date of issue of this Letter of Acceptance and remaining 75% is to be paid within 90 days from the date of issue of this Letter of Acceptance.
- 3. An interest free Security Deposit for a sum equivalent to one hundred percent of first year's Lease Fee i.e., Rs. 3,10,85,136/- (Rupees Three Crore Ten Lakhs Eighty Five Thousand One Hundred Thirty Six only) shall be submitted in the form of Bank Guarantee/Demand Draft/Pay Order along with the 25% of Upfront payment within 30 days from the date of issue of this Letter of Acceptance.

Rayment of quarterly recurring lease fee @ Rs. 212/- (Rupees Two Hundred meter per month (plus service tax extra as applicable) [i.e. Rs.77,71284/- (Rupees Seventy Seven Lakhs Seventy One Thousand

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Page 1 of 3 (Contract CPQ-26R)



Two Hundred Eighty Four only) for leased area is calculated as on commencement date. The Quarterly recurring payments shall be payable duly escalated @ 20% every 3 years after completion of moratorium period and it shall be paid, in advance, within 7 days of commencement of respective quarter.

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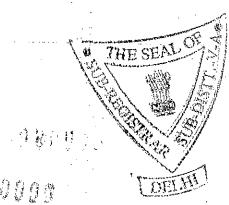
1

- In terms of clause 4.3 of RFP, for carrying out the Fit-out Activities and finishing 5. works etc. you will be permitted a Lease Fee free period upto 3 (Three) years, i.e. moratorium period, from the date of signing of the Lease Agreement.
- Any additional area, which may be requested by the lessee and is made 6. available by DMRC subject to availability/feasibility, shall be made available upon payment of Upfront Fee and the Lease Fee which shall be calculated on pro-rata basis at the prevalent rate of Lease Fee on the date of such request made by the Lessee. The additional area on terrace and the ground floor or elsewhere (to the extent available and provided subject to technical feasibility) for the installation of utilities and services such as water tanks, AC plants, Generators, etc. will be charged at half the pro rata rate of Lease Fee.
- The quarterly recurring lease fee payable and security deposit shall be escalated at the rate of 20% (twenty percent) every three years on compounding basis from the Date of Commencement.
- Payment of Service tax, as applicable (on upfront amount, recurring fee, 8. Security Deposit etc.), from time to time, shall be borne solely by the lessee.
- ED/PD of this organisation will be the Nodal officer for this Contract. 9.
- 10. You are requested to contact the ED/PD immediately for further necessary action in this matter.
- 11. In terms of Clause 3.26 of Request for Proposal (RFP) document, a Lease Agreement shall be executed within a period of 7 days from the payment of 100% Upfront Fee & Security Deposit by the Selected Bidder .
- 12. The access to the leased space shall be granted to you immediately after the execution of the Lease Agreement which shall be referred to "Commencement Date".
- 13. It may be please noted that until a formal lease Agreement is executed, this Letter of Acceptance will constitute a binding contract between you and the (Acupha oncontion

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For Eldeco infrastructure & Properties Ltd.

Page 2 of 3 (Contract CPD-26R)
Authorised Signator



14. All other terms and conditions of the RFP document will remain unchanged. This letter is being sent to you in duplicate, you are requested to convey your unconditional acceptance for the same on one copy with signature and return the same to this office within one week of receipt of LOA.

Thanking you,

Accepted on condionaly

AAmor

Yours faithfully,

(S. D. Sharma)
Director Business Development
for the Managing Director

Encl: One copy of this letter in duplicate



For Eldece Infrastructure & Properties Ltd.



(B)

Government

eProcurement System Government of India

eProcurement

Tender Summary Reports

System

Date: 18-May-2017 12:31 PM

👺 Print

Organisation Chain: Deihi Metro Rail Corporation Limited ED/Contracts	
Tender ID :	2016_DMRC_123313_1
Tender Ref No :	CPD-26R
Tender Title:	Property Development at Integrated Plot of Malviya Nagar MRTS Station

.]	Bids List					
	S.No	Bidder Number	Bidder Name	Submitted Date	Status	Status Updated On
	1			01-Dec-2016 01:00 PM		13-Feb-2017 05:22 PM

Technical Bid Opening Summary				
Type:	Technical			
Summary :	Technical Bid downloaded successfully			
Updated By:	A.V Patil			
Updated On :	02-Dec-2016 03:22 PM			
Document:	technical133623.pdf 🛼			

Technical Evaluation Summary Details		
Committee Chairperson/Co-ordinator Name :	Managing Director	
Committee Chairperson/Co-ordinator Type:	Internal	
Committee Members :		
Updated By :	DEV SWAROOP	
Updated On :	25-Jan-2017 05:07 PM	
Document :	techsummary_133623.pdf (386.79 KB)	

Finance Bid Opening Summary	
Type :	Finance
Summary :	Price Bid Downloaded successfully.
Updated By :	A.V Patil
Updated On :	27-Jan-2017 11:36 AM
Document :	finance_133623.pdf #
BOQ Comparative Chart:	BOQ Comparative Chart

<u>Financia</u>	Financial Evaluation Bid List				
S.No	Bid Number (A)	Bidder Name	Value	Rank	
1	451174 Raff Co,	ì		L1	

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For Eldaco Infrastructure & Properties Ltd.

https://eprocure.gov.in/eprocure/app?component=%24DirectLink_0&page=TenderStatus...Auli80185020gl7ator

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Eldeco	Infrastructure & Properties	
L.0000	This part action & or \$100061(162)	
Ltd		
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Finance Evaluation Summary Deta	àls
Committee Chairperson/Co-ordinator Name:	Managing Director
Committee Chairperson/Co-ordinator Type:	Internal
Committee Members :	
Updated By :	NARENDRA KUMAR BAGDIYA
Updated On :	13-Feb-2017 05:17 PM
	finsummary_133623.pdf (1522.10 KB) 8

13-Feb-2017
INR 153.00
18250
CPD-26R_LOA.pdf (1743.00 KB)
(A) Albana

Awarded Bids List					
S.No		Bidder Name	Awarded Currency	Awarded Value	
1		Eldeco Infrastructure & Properties Ltd	INR	212.00	

Tendering Inviting Authority

For Eldeco Infrastructure & Properties Ltd.



Date-2nd June, 2017

To

Mr. R. K. Gupta General Manager (Contracts) Metro Bhawan, Fire Brigade lane Barakhambha Road New Delhi-110001

Dear Sir,

Sub: Service Tax payment, as applicable on Upfront Fee for Contract CPD-26R: Property Development at Integral Plot of Malviya Nagar MRTS Station.

In reference to subject, depositing an amount of Rs. 7.5 crores vide cheque no. 024235 dated 02/06/2017, issued on HDFC Bank, drawn in favor of Delhi Metro Rail Corporation Limited.

Thanking you.

Yours sincerely,

For Eldeco Infrastructure and Properties Limited.

Authorized Signatory

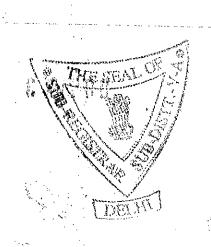
CC: Director Business Developments, Delhi Metro Rail Corporation Limited, 25 Ashoka Road New Delhi

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For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

AM C-Z



Or Order या उनके आदेश पर 0 5 0 6 5 0 *7.50,00,000.00 For HDFC BANK LTD. M ****** DELHI METRO RAIL CORPORATION LTD."**** MANAGER'S CHEQUE VALID FOR 3 MONTHS ONLY SEVEN CRORE FIFTY LAKH ONLY FC HDFC BANK LTD. KEF No. 092312023450 NEW DELM - 110025 JASOLA VIHAR Rupees अदा करे Pay

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For Eldeco Infrastructure & Properties Ltd.

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Authorise



BELDECO

11th May, 2017

To,

Mr. R. K. Gupta
The General Manager (Contracts)
Metro Bhawan, 5th Floor, 'A' wing
Fire Brigade Lane Barakhamba Road
New Delhi -110001

Dear Sir,

RECOMMENT OF THE STATE OF THE S

Sub: Contract: CPD-26R: Property Development ('Said Contract') at Integral Plot Of Malviya Nagar MRTS Station on area approx. 12,219 Sqmtr. ('Said Land').

Ref: Your letter dated 13.02.2017 Ref No. DMRC/20/III-385/2016

This has reference to your letter dated 13.02.2017 having ref no. DMRC/20/III-385/2016 whereby you have issued us Letter of Acceptance ('LOA') for execution of the Said Contract on the terms and conditions stipulated therein. In terms of the LOA, we deposited Rs 50.00 crores as upfront fee along with Bank Guarantee for an amount of Rs 3,10,85,136/-.

Further, we vide our letter dated 14.03.2017 intimated you that for the better implementation and monitoring of Said Contract, we wish to execute the Said Contract through a Special Purpose Company ('SPC') and therefore requested you to kindly allow us to execute the Said Contract through said SPC and execute the Lease Deed in favour of SPC.

Further, our Managing Director on 10.04.2017 personally met The Managing Director, DMRC and discussed the aforesaid proposal with his good self whereby he assured to consider our aforesaid proposal favorably.

Further, as you are aware Service Tax on the aforesaid payment of Rs. 50.00 crores is due for payment, however, the same has not been paid since your decision, on approval for execution of the Said Contract through SPC, is still awaited and such decision is crucial for payment of Service Tax, failing which SPC will not be in a position to take CENVAT credit on the amount of Service Tax paid by Eldeco.

In view of the above, we request you to kindly allow us to execute the Said Contract through SPC and subsequently issue Invoice in favor of SPC so that Service Tax can be paid by SPC and consequentially CENVAT credit can be availed by SPC.

We further wish to re-iterate and undertake that if our aforesaid request for execution of the Said Contract through SPC can be considered we will ensure that all the terms and conditions and adherence to all the rules and regulations with respect to execution of the Said Contract by SPC and/or lease of the Said Plot in favour of SPC, as may be desired by you will be complied with.

Awaiting for your pragmatic and early response on the matter.

Thanking You.

Yours sincerely,

For Eldeco Infrastructure & Properties Limited

n mic L

For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

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Authorised Dignator



GELDECO

11th May 2017

To,

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Mr. S.B. Sharma & L. Cup ten
Director Business Development to The Managing Director
Delhi Metro Rail Corporation Limited
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi - 110001

The Currel Manga (Contract)

Dear Sir,

Sub: Contract: CPD-26R: Property Development at Integral Plot Of Malviya Nagar MRTS Station on area approx. 12,219 Sqmtr. ('Said Contract').

Ref: Your letter dated 13.02.2017 Ref No. DMRC/20/III-385/2016

This has reference to your letter dated 13.02.2017 having ref no. DMRC/20/III-385/2016 whereby you have issued us Letter of Acceptance ('LOA') for execution of the Said Contract on the terms and conditions stipulated therein.

Further, in terms of the LOA, we on 14.03.2017 towards 25% of the unfront fee deposited an amount of Rs 12.50 crores as upfront fee along Bank Guarantee for an amount of Rs 3,10,85,136/-.

In furtherance to the above, we towards balance 75% of the unfront fee, depositing an amount of Rs 37.50 crores vide cheque no.024101 dated 11.05.2017 Drawn in favour of Delhi Metro Rail Corporation Limited.

Further, for the better implementation and monitoring of the Said Contract, we vide our letter dated 07.03.017 requested you to kindly allow us to execute the Said Contract through a Special Purpose Company ('SPC') and therefore agreed to provide an Undertaking and sign all such papers and documents as may be required in this regard.

Request you to kindly acknowledge the receipt of the aforesaid payment and execute the Lease Deed in favour of SPC.

Thanking You.

Yours sincerely,

For Eldeco Infrastructure & Properties Limited

Authorised Signatory

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For Eldeco Infrastructure & Properties Ltd.

Authorised Signator



A/C PAYEE ONLY NOT NEGOTIABLE

MANAGER'S CHEQUE VALID FOR 3 MONTHS ONLY

1 1 0 5 2 0 1 7

Or Order

या उनके आदेश पर

THIRTY SEVEN CRORE FIFTY LAKH ONLY.

₹

\$37.50**.**00.000.00

FC HDFC BANK LTD.

IASOLA VIHAR NEW DELHI - 110025

REF. No. 092312023304

For HDFC BANK LTD.

AUTHORISED SIGNATORIES

Please slon above

For Eldeco Infrastructure & Properties Ltd.

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दूरमाथ Tel. : 23417910/12 फैक्स Fax : 23417921



दिल्ली मेट्रो रेल कॉपॉरेशन लि0 DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एंव दिल्ली सरकार का संयुक्त उपक्रम) (A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

No. DMRC/20/III-385/2016

Dated: 01.05.2017

Reminder - 02

M/s Eldeco Infrastructure & Properties Ltd. 201-212, Splendor Forum, Plot No.3,

Distt. Centre, Jasola, New Delhi-110025.

Sub: Contract: CPD-26R: Property Development at Integrated Plot of Malviya

Nagar MRTS Station.

Ref: DMRC letter No.DMRC/20/III-385/2016 dt.27.03.2017& 30.03.2017

Dear Sir,

With reference to above, it is to remind that you have not submitted Service Tax amount applicable on the Upfront Fee paid by you for the above said work.

The BGNO.003GT02170730009 dated 14.03.2017 was returned to you, as the same was not in standard performa, vide our letter dated 27.03.2017, however the performance bank guarantee, in the standard performa, has also not been submitted till date due to which signing of lease agreement is getting delayed.

Please do the needful within one week of receipt of this letter, otherwise action will be taken as per tender conditions.

Thanking you,

Yours faithfully,

(R.K. Gupta)

General Manager/Contracts

/Copy to: DBD for kind information please.

For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory



CIN No: U74899DL 1995G0I068150

दूरमाष Tel.: 23417910/12 फैक्स Fax: 23417921



दिल्ली मेट्रो रेल कॉपॉरेशन लि0 DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम) (A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

No. DMRC/20/III-385/2016

Dated: 30.03.2017

M/s Eldeco Infrastructure & Properties Ltd. 201-212, Splendor Forum, Plot No.3, Distt. Centre, Jasola, New Delhi-110025.

Sub: Contract: CPD-26R: Property Development at Integrated Plot of Malviya Nagar MRTS Station.

Ref: DMRC letter No. DMRC/20/III-385/2016 dt. 27.03.2017

Dear Sir.

In continuation to above, it is to mention that your authorised representative has received the original Bank Guarantee No. 003GT02170730009 dated 14.03.2017 on 27.03.2017 so as to resubmit the same on required performa already provided to you. Kindly do the needful at the earliest.

Thanking you,

Yours faithfully,

Jugati 1

General Manager/Contracts

Copy to: The Branch Manager, HDFC Bank, Green Park Ext. Delhi-110016 for necessary action please.

000069

For Eldeco Infrastructure & Properties Ltd.



CIN No. U74899DL 1995G0I068150

दूरमाष Tel.: 23417910/12 फैक्स Fax : 23417921



दिल्ली मेट्रो रेल कॉपॉरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम) (A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

No. DMRC/20/III-385/2016

Dated: 27.03.2017

M/s Eldeco Infrastructure & Properties Ltd. 201-212, Splendor Forum, Plot No.3, Distt. Centre, Jasola, New Delhi-110025.

Sub: Contract: CPD-26R: Property Development at Integrated Plot of Malviya Nagar MRTS Station.

Ref: (i) DMRC LOA No. DMRC/20/III-385/2016 dt: 13.02.2017

(ii) Your letter No. Nil dt. 14.03.2017 and dt. 20.03.2017

Dear Sir,

With reference to above, it is to inform that we have not received Service Tax amount applicable on the upfront fee paid by you for the above said work.

It is also noted that the Bank Guarantee No. 003GT02170730009 dated 14.03.2017 submitted by you is not on the standard performa as provided in Schedule B of Draft Lease Agreement (DLA) document. It seems that you have submitted bank guarantee using performa meant for tender security and provided in the Annexure-10 of RFP document.

In view of above, it is requested to submit the Bank Guarantee for Security Deposit. issued on SFMS platform, in line with the standard performa provided in Schedule-B of Draft Lease Agreement (DLA) document. The Performa for submitting Bank Guarantee for Security Deposit is also attached for ready reference.

Parlog Diwy General Confirmation - C Please do the needful at the earliest so that lease agreement may be executed and site can be handed over to you.

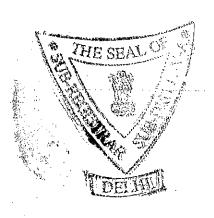
Thanking you,

General Manager/Contracts

Copy to: ED/PD for information please

For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory



दूरमाष Tel.: 23417910/12 फैक्स Fax: 23417921



दिल्ली मेट्रो रेल कॉपॉरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(मारत सरकार एवं दिल्ली सरकार का संयुक्त उपक्रम) (A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

No. DMRC/20/III-385/2016

Dated: 23.03.2017

M/s Eldeco Infrastructure & Properties Ltd. 201-212, Splendor Forum, Plot No.3,

Distt. Centre, Jasola, New Delhi-110025.

Sub: Contract: CPD-26R: Property Development at Integrated Plot of Malviya Nagar MRTS Station.

Ref. (i) DMRC LOA No. DMRC/20/III-385/2016 dt. 13.02.2017

(ii) Your letter No. Nil dt. 14.03.2017 and dt. 20.03.2017

Dear Sir,

With reference to above, it is to inform that we have not received Service Tax amount applicable on the upfront fee paid by you for the above said work.

It is also to inform that we have not received proper SFMS report of the performance Bank Guarantee submitted by you.

Please do the needful at the earliest so that lease agreement may be executed and site can be handed over to you.

Thanking you,

Yours faithfully,

(R.K. Gupta)

General Manager/Contracts



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For Eldeco Infrastructure & Properties Ltd.





Date 20th March, 2017

To

Delhi Metro Rail Corporation Limited

Metro Bhawan, Fire Brigade Lane

Barakhamba Road New Delhi-110001

Sub-Confirmation of Bank Guarantee (Equivalent to a sum equivalent to One Hundred Percentage of First Year's lease fees) on Structured Financial Messaging System for CPD-26 R

Dear Sir,

This is in reference to captioned subject.

We are enclosing the print out of Email confirmation of message report, as received by us from issuing bank, HDFC BANK, MUMBAI SANDOZ HOUSE, MUMBAI, SANDOZ HOUSE, DR. A.B.ROADWORLIMUMBAI MAHARASHTRA.

As per the message report, details of SFMS are written below

Message Sender Reference : 201703171249HDFC0000240007623821

Sender Sequence Number

:7623821

Message Type

: IFN799

For Eldeco Infrastructure & Properties Ltd.

(Free Format Message)

Receiver Address

: ICIC0000007

Authorised Signatory

(ICICI BANK LIMITED, NEW DELHI - CONNAUGHT PLACE, DELHI,

9A, PHELPS BUILDING,

000072





CONNAUGHT PLACE, NEW DELHI. 110001.)

Message Status

: DELIVERED

This is for your information, record and for the confirmation.

Yours Faithfully

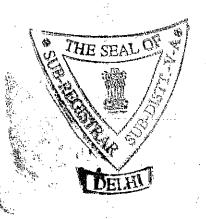
(Parag Dimri)

Authorized Signatory

For Eldeco Infrastructure and Properties Limited.



For Eldeco Infrastructure & Properties Ltd.



14.03.2017



To, Mr. R.K. Gupta Co. M. Contracts p Mr. S.D. Sharma

1A00) Duly

Director Business Development to The Managing Director

Delhi Metro Rail Corporation Limited

Metro Bhawan, Fire Brigade Lane,

Barakhamba Road, New Delhi - 110001

Dear Sir,

14-3-17

These-11

Sub: Contract: CPD-26R: Property Development at Integral Plot Of Malviya Nagar MRTS

Station on area approx. 12,219 Sqmtr. ('Said Contract').

Ref: Your letter dated 13.02.2017 Ref No. DMRC/20/III-385/2016

This has reference to your letter dated 13.02.2017 having ref no. DMRC/20/III-385/2016 whereby you have issued us Letter of Acceptance ('LOA') for execution of the Said Contract on the terms and conditions stipulated therein.

Further, in terms of the LOA, *inter alia*, we are required to deposit Rs 12, 50,00,000/- crores (Rupees Twelve Crores Fifty Lacs only) as upfront fee along with interest free security deposit of Rs 3,10,85,136/- (Rupees Three Crores Ten Lacs Eighty Five Thousand One Hundred and Thirty Six Only) or Bank Guarantee of the equivalent amount within 30 days from the date of LOA i.e. on or before 14th March, 2017.

We vide our letter dated 07.03.2017 for the better implementation of Said Contract, requested for execution of the Said Contract through a Special Purpose Company ('SPC'). However, you are of the view that our request for execution of work through SPC is not as per the terms of RFP documents. We wish to state that our aforesaid request for execution of the work through SPC was in spirit of the RFP documents and for your kind re-consideration, we will be putting separate request in this regard.

We are submitting herewith an amount of Rs. 12,37,50,000/- (after deducting 1% TDS) ((Rupees Twelve Crore Thirty Seven Lacs Fifty Thousands Only) through vide Pay Order No. 023702 Dated 14/03/2017, drawn on HDFC Bank, Jasola Vihar New Delhi, towards aforesaid upfront fee and Bank Guarantee for a sum of Rs 3,10,85,136 having No. 50.5 (10.217.7.30) towards security deposit. As mentioned herein above, we shall be separately approaching you for execution of the Said Contract through SPC.

Thanking You.

Encl: a/a

. .

Yours sincerely, For Eldeco Infrastructure & Properties Limited

Authorised Signatory

Eldeco Infrastructure & Properties Ltd.

For Eldeco Infrastructure & Properties Ltd.

Authorised Signator

Corp. Off. & Communication Add.: 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, New Delhi-110025



****** DELHI METRO RAIL CORPORATION LTD *****

Or Order

या उनके आदेश पर

TWEEVE CRORE THIRTY SEVEN LAKH FIFTY THOUSAND

₹

*12,37,50,000.00

ONLY.

(E)

FC HDFC BANK LTD.

For HDFC BANK LTD.

IASOLA VIHAR
NEW DELHI - 110025
REF, No. 092312022877

AUTHORISED SIGNATOM

(Contraction)

For Eldego Infrastructure & Properties Ltd.

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Identifier :- O
Message Type :- 5017
Sender :- HDFC0000240
Receiver :- ICIC0000007
Send\Receive Date :- 17 Jun 2017 17:24
Status :- RECEIVED
Text:-
      :7020:003GT02171030008
      :7022:003GT02171030008
       :7024:PERFORMANCE
       :7025:INR31085136,00
      :7026:2017041320200412
      :7027:20170413
       :7029;20200412
       :7030:NEW DELHI
       :7031:HDFC0001345
       :7032:HDFC BANK LIMITED
      GREENPARK
      MEM DELHI
      :7033:ELDECO INFRASTRUCTURE AND
      PROPERTIES LTD, FLOOR SPLENDOR
      FORUM, JASOLA DISTRICT CENTRE,
      JASOLA, NEW DELHI-110025
       :7034:DELHI METRO RAIL CORPORATION LTD
       (DMRC), METRO BHANAN FIRE BRIGADE.
      LANE, BARAKHAMBA ROAD
      NEW DELHI-110001
      :7035:1010000007
      :7036:ICICI BANK LTD
      NEW DELHI
      :7038:KIND ATTN - MNGR TRADE FINANCE - BG
      WE HEREBY CONFIRM HAVING ISSUED
      GUARANTEE AS DETAILS ABOVE-
      WE REQUEST YOU PLEASE ADVISE THIS
      GUARANTEE TO THE BENEFICIARY.
```

For ICICI Bank Limited

RAVI SISODIA DM-II S-12804 SHWETA CHANANA M-I C-1752



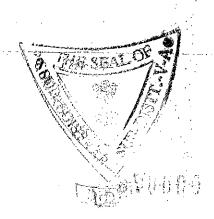
000076

For Eldeco Infrastructure & Properties Ltd.

Authorised Signator

ICICI Bank Limited

Commercial Banking Divison Tel.: 66310301 A 9 Phelps Building, First Floor Fax: 66310410 Regd. Office: ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390 007, India.





Date 4th May, 2017

RECEIVED
Office of ED/Contract
Dathi Metro Rall Cogn. Ltd.
Clary No. 388
Uate 5-5-17

To

The General Manager (Contracts)

Delhi Metro Rail Corporation Limited

Metro Bhawan, Fire Brigade Lane

Barakhamba Road New Delhi-110001

Decede - [4]

Am n/a
4/5/17

Sub-Submission of bank Guarantee in the Hard Copy (Equivalent to a sum equivalent to One Hundred Percentage of First Year's lease fees) & confirmation of Bank Guarantee on Structured Financial Messaging System for CPD-26 R

Dear Sir,

This is in reference to captioned subject.

We are enclosing the Bank Guarantee in physical form & print out of Email confirmation of message report, as received by us from issuing bank, HDFC BANK, MUMBAI SANDOZ HOUSE, MUMBAI, SANDOZ HOUSE, DR. A.B.ROADWORLIMUMBAI MAHARASHTRA.

As per the message report, details of SFMS are written below

Message Sender Reference: 201704171305HDFC0000240007625448

Sender Sequence Number: 7625448

Message Type

: IFN760

(Free Format Message)

Receiver Address

: ICIC0000007

For Eldeco Infrastructure & Properties Ltd

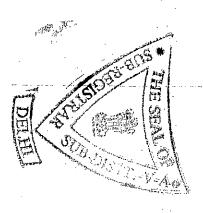
Authorised Signator

(ICICI BANK LIMITED, NEW DELHI - CONNAUGHT

PLACE, DELHI, 9A, PHELPS BUILDING,

000077

Eldeco Infrastructure & Properties Ltd.





CONNAUGHT PLACE, NEW DELHI. 110001.)

Message Status

: DELIVERED

This is for your information, record and for the confirmation.

Yours Faithfully

(Parag Dinari)

Authorized Signatory

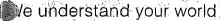
For Eldeco Infrastructure and Properties Limited.

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For Eldeco Infrastructive & Properties Ltd.

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HDFC BANK LTD S-4, Green Park Extension, Delhi - 110016.

ate 13-APR-2017 423492 Form Serial No. GTEE/

To, DELHI METRO RAIL CORPORATION LTD (DMRC) METRO BHAWAN FIRE BRIGADE LANE BARAKHAMBA ROAD NEW DELHI 110001

OUR REFERENCE

003GT02171030008

DATE OF ISSUE

13-APR-2017

ELDECO INFRASTRUCTURE AND PROPERTIES LTD

PPLICANT ARANTEE AMOUNT

INR 31,085,136.00

AMOUNT IN WORDS

RUPEES THIRTY ONE MILLION EIGHTY FIVE THOUSAND ONE

HUNDRED THIRTY SIX

EXPIRY DATE EXPIRY PLACE CLAIM DATE

12-APR-2020 NEW DELHI

DEAR SIR(S) /MADAM,

PLEASE FIND ENCLOSED THE CAPTIONED GUARANTEE DULY ESQUE

ATTACHED IS TO BE RETURNED TO US WITHIN 15 DAYS FROM THIS GUARANTEE THE DATE IT CEASES TO BE IN FORCE OR AS SOON AS THE PURPOSE FOR WHICH IT HAS BEEN ISSUED IS FULFILLED, WHICHEVER IS EARLIER.

WE CONFIRM THAT THE SIGNATORIES WHO HAVE SIGNED THE SUBJECT GUARANTEE / EXTENSION AS STATED BELOW HAVE THE REQUISITE POWERS TO SIGN ON BEHALF OF THE BANK.

Mr./Ms.

GANESH PRASAD KOLI

Designation: Asst. Manager

P.A NO.

Designation

Emp. Code: G3515

POA-C15090

2. Mr./Ms.

Designation

P.A NO.

MOHAMMAD NAZIN: MOHAMMAD NAZIMALI Designation: Manager

Emp Code: MI(Emp Code: M10532

FURTHER CONFIRMATION OF THIS GUARANTEE IF DESIRED, SHOULD BE OFTAINED FROM THE ABOVE MENTIONED BRANCH.

THIS LETTER FORMS AN INTEGRAL PART OF THE GUARANTEE.

FOR HDFC BANK LTD.

AUTHORISED SIGNATORY/S

Green Park Extn. Delhi

For Eldeco Infrastructure & Properties Ltd

000079





Certificate No.

Certificate Issued Date

Account Reference

Unique Doc, Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

IN-DL57056840554680F

10-Mar-2017 05:09 PM

IMPACO (IV)/ di732103/ DELHI/ DI

SUBIN-DLDL73210314646778933552

HDFC BANK LTD.

Article Bank Guarantee

Not Applicable

(Zero)

HDFC BANK LTD

Not Applicable

HDFC BANK LTD

(One Hundred only)



.Please write or type below this line.....

For Eldego Infrastructure & Properties Ltd.

Dated: 13-APR-2017

This stamp paper forms an integral part and parcel of Bank Guarantee No: 003GT02171030008 dtd: 13-APR-2017 made In favour of DELHI METRO RAIL CORPORATION LTD (DMRC) METRO BHAWAN FIRE BRIGADE LANE BARAKHAMBA ROAD NEW DELHI 110001 on the request of ELDECO INFRASTRUCTURE AND PROPERTIES LTD for Rs.3,10,85,136/- (Rupees Three Crore Ten Lakhs Eighty Five Thousand One Hundred Thirty Six Only) . Explry date 12-APR-2020 & Claim date 12-APR-2020.

FOR HOFC BANK LTD

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Contd...2

MOHAMMADWAIZM AT



BANK GUARANTEE

To,

DELHI METRO RAIL CORPORATION LTD (DMRC) METRO BHAWAN FIRE BRIGADE LANE BARAKHAMBA ROAD NEW DELHI -110001 B.G. No.: 003GT02171030008 B.G Issue Date: 13-APR-2017 BG Amount: INR 31,085,136/-Explry Date: 12-APR-2020

Claim Date: 12-APR-2020

This Deed of Guarantee made on this day of 13.04.2017..(month & year) by:

HDFC Bank Limited, Trade Desk - Mezzanine Floor, S-4, Green Park Extn., New Delhi-110016 having its Head Office at HDFC Bank Limited, HDFC Bank House, Senapati Bapat Marg, Lower Parel (West) Mumbai-400013. (Name and address of Bank) of the one part (hereinafter referred to as the "Bank" or "Guarantor", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)

IN FAVOUR OF

The Delhi Metro Rail Corporation Limited (hereinafter called "DMRC", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 of the other part:

WHEREAS the DMRC has accepted the bid of M/s Eldeco Infrastructure & Properties Ltd. (hereinafter referred to as the "Bidder", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) having its registered office at S-16, Second Floor, Eldeco Station1, Sector-12, Faridabad, Haryana-121007 for the work of Property Development at Integrated Plot of Malviya Nagar MRTS Station (Name of work).

AND WHEREAS the Bidder under the terms of the RFP document is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs.3,10,85,136/- (Rupees Three Crore Ten Lakhs Eighty Five Thousand One Hundred Thirty Six Only) as Performance security and has thus requested the Bank to issue the said Bank Guarantee in favor of the DMRC.

AND WHEREAS, accordingly the Bank has agreed to guarantee to DMRC the full amount of Rs.3,10,85,136/- (Rupees Three Crore Ten Lakhs Eighty Five Thousand One Hundred Thirty Six Only) (amount in figures and words) on the terms and conditions stated herein.

NOW THIS GUARANTEE HEREBY WITNESS

1. The HDFC Bank Limited, Trade Desk - Mezzanine Floor, S-4, Green Park Extn., New Delhi-110016, as primary obligor, on receipt of a written demand from DMRC, will pay on the same day to DMRC the aforementioned guaranteed amount or part thereof, without demur, reservation, contest, recourse whatsoever and without need for ascribing any reason to the demand and without any reference to the Bidder or any other person and irrespective of whether the claim of DMRC is disputed by the Bidder or not, merely on the first demand from DMRC stating that the amount claimed is due to DMRC by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP document. Any such demand made by DMRC will be conclusive, final and binding on the Bank and the Bank shall pay the amount so demanded without demur notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any court, Tribunal or Arbitrator/s relating thereto and the liability of the Bank under this Guarantee shall be absolute and unequivocal.

2. This Guarantee shall be valid upto 12-APR-2020 and shall not be revoked by the Bank at any time without DMRC's prior consent in writing. Further the Bank shall be liable to pay the guaranteed amount or part thereof under this Guarantee only and only if DMRC serves upon the Bank a written claim or demand on or before 12-APR-2020. Mardy.

FOR HOFC BANK LY

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> S-4 Green Park

uthorised Signatory

Infrastructure & Properties Ltd.

Authorized Skineton GANESH PRASAD KOZAGE No.2 Designation: Asst-Manager

POA -C15090

Emp. Code: G3515

MOHAMMAD NAZIM ALI Designation: Manager



BANK GUARANTEE

Τо,

DELHI METRO RAIL CORPORATION LTD (DMRC) METRO BHAWAN FIRE BRIGADE LANE BARAKHAMBA ROAD NEW DELHI -110001 B.G. No.: 003GT02171030008 B.G Issue Date: 13-APR-2017 BG Amount: INR 31,085,136/-Explry Date: 12-APR-2020 Claim Date: 12-APR-2020

3. This Guarantee is unconditional and irrevocable till such time DMRC discharges this Guarantee by issuing a letter to the Bank in this behalf or till the expiry Date 12-APR-2020 of this guarantee, whichever is earlier.

4. The HDFC Bank Limited, Trade Desk - Mezzanine Floor, S-4, Green Park Extn., New Delhi-110016 undertakes to pay the amount mentioned herein as principal debtor and not a surety and the DMRC at its option, shall be entitled to enforce this Guarantee during its currency against the Bank, as a Principal Debtor in the first instance, without proceeding against the Bidder and notwithstanding any security or other guarantee that the DMRC may have in relation to the Bidder's liabilities.

5. The HDFC Bank Limited, Trade Desk - Mezzanine Floor, S-4, Green Park Extn., New Delhi-110016 shall not be relieved from its obligations under this Bank Guarantee on account of any variations in the terms and conditions of the RFP Document or Lease Agreement or by extension of time granted to the Bidder or due to any postponement/non-exercise/delayed exercise of any of its rights by DMRC against the Bidder or omission on the part of DMRC or any indulgence by DMRC to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank.

6. The HDFC Bank Limited, Trade Desk - Mezzanine Floor, S-4, Green Park Extn., New Delhi-110016 declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

7. Notwithstanding anything contained herein:

a) The HDFC Bank Limited, Trade Desk - Mezzanine Floor, S-4, Green Park Extn., New Delhi-110016 liability under this bank guarantee shall not exceed Rs.3,10,85,136/- (Rubees Three Crore Ten Lakhs Eighty Five Thousand One Hundred Thirty Six Only).

b) This Bank guarantee shall be valid upto 12-APR-2020.

c) The HDFC Bank Limited, Trade Desk - Mezzanine Floor, S-4, Green Park Extn., New Delhi-110016 is liable to pay the guaranteed amount or part thereof only and only if the DMRC serves upon the Bank a written claim or demand on or before 12-APR-2020.

Date:- 13-APR-2017 AT Delhi FOR HDFC BANK LIMITED

Notwithstanding anything contained herein before our liability under this Bank Guarantee shall not exceed to Rs.3,10,85,136/- (Rupees Three Crore Ten Lakhs Eighty Five Thousand One Hundred Thirty Six Only).

This Bank Guarantee shall be valid upto 12-APR-2020 and We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before 12-APR-2020.

All Claims under this Guarantee shall be payable at NEW DELHI. This Guarantee Will be returned to us as soon as the purpose for which it is issued is fulfilled. The BG confirmation No.423492 is an Integral part of the BG no. 003GT02171030008.

FOR HOPC BANK LIL

For Eldeco infrastructure & Prop

Page No.

MOHAMMAD NAZIM Designation Manac

GANESH PRASAD KOL Designation: Asst. Manager

Emp. Code: G3515

POA -C15000



HDFC BANK, MUMBAI - SANDOZ HOUSE, MUMBAI, SANDOZ HOUSE, DR. A.B.ROADWORLIMUMBAIMAHARASHTRA400 018.

User Id

: A21094

Date

: 2017/04/17 13:09:51

Report Id

: 20170417130951

IFSC

: HDFC0000240

Message Report

OUTGOING MESSAGE

Message Sender

Reference

: 201704171305HDFC0000240007625448

Sender Sequence

Number

: 7625448

Message Type

: IFN760

(Guarantee)

Receiver Address

: ICIC0000007

(ICICI BANK LIMITED, NEW DELHI - CONNAUGHT PLACE, DELHI, 9A, PHELPS

BUILDING, CONNAUGHT PLACE, NEW DELHI. 110001.)

Unique Transaction

Reference (UTR)

Messages User

Reference (MUR)

Receiver Application: BGS

000083

For Eldeço Infrastructure & Properties Ltd.



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Non-Delivery

Warning Requested

Open Notification

: YES

Requested

Obsolescence

Period (hh:mm)

: 00:10

Message Status

: SENT

Priority

: 99

Creator's UserId

: R13778

Verifier's UserId

: A21094 (2017/04/17 11:23)

Authorizer's Userld : M3189 (2017/04/17 13:05)

27 Sequence of Total

Number

Total

Transaction 20

Transaction

Reference Number

Reference Number

Further

Identification

Further

: ISSUE Identification

Date

30 Date

: 20170413

40C Applicable Rules

Type

: OTHR

77C Details of Guarantee Narrative

PLEASE TREAT OUR MT 799 DATED 15 APRIL 2017 AS

NULL AND VOID

: AND TREAT THE BELOW MESSAGE MT 760 AS FINAL

000084

For Eldeco Infrastructure & Properties Ltd.

fulhorised Signatory



: BG NO: 003GT02171030008

: APPLICANT:ELDECO INFRASTRUCTURE AND : PROPERTIES LTD

: BENEFICIARY: DELHI METRO RAIL CORPORATION

: LIMITED (DMRC)

: AMOUNT:INR 31,085,136.00

: ISSUANCE DATE: 13-APR-2017

: EXPIRY DATE: 12-APR-2020

: CLAIM DATE: 12-APR-2020

STAMP PAPER NO. IN--DL57043762548167P AND DATE 10.03.2017

: THANKS AND REGARDS

: HDFC BANK LTD

: NOIDA

Creation Date

: 2017/04/17

Creation Time

: 11:21:36

Sent Date

: 2017/04/17

Sent Time

: 13:05:22

GOLD COIDS

For Eldeco Infrastructure & Properties Ltd.

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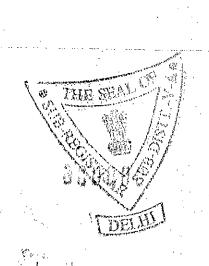
POSSIBLE DUPLICATE EMISSION

End of Report



For Eldeco Infrastructure & Properties Ltd.

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सन्यमेव जयते

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc, Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

, First Party

Second Party .

Slamp Duty Paid By

Stamp Duty Amount(Rs.)

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

"N-DL20185662283432O

14-Nov-2016 11:54 AM

: [MPACC (IV)/ dl865503/ DELHI/ DL:DL:H

SUBIN-DLDL865603405407957361670

: ELDECO INFRASTRUCTURE AND PROBERTIES LTD

: Article 48(c) Power of attorney - GPA

: Not Applicable

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(Zero) ·

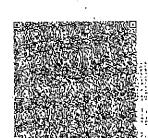
ELDECO INFRASTRUCTURE AND PROPERTIES LTD

DELHI METRO RAIL CORPORATION LTD 1

: ELDECO INFRASTRUCTURE AND PROPERTUS LTD.

100

(One Hundred only)



.Please write or type below this line....

Annexure 8

POWER OF ATTORNEY

Know all men by these presents, we Ekleco Infrastructure & Properties Ltd., having its registered office at S-16, Second Floor, Eldeco Station 1, Sector 12 Faridabad Uaryana, do heroby constitute, appoint and authorize Mr. Parag Dimri, resident of 503, Raison Armor Home Abinsa

Statutory Alert:

transfer Aleric

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Khand II Indirapuram Ghaziabad U.P., who is presently employed with us and holding the position of General Manager (Marketing) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project, including signing and submission of all documents and providing information/responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Bid for the Project. We hereby agree to railfy all acts, deeds and things lawfully done by our said alterney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For Eldeco Infrastructure & Properties Ltd.

Panka Dajaj

Managing Director

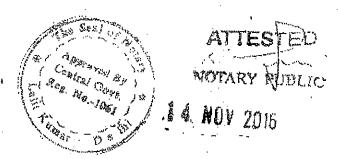
Accepted

Parag Dimri

General Manager (Marketing) R/o 503, Raison Armor Home

Ahinsa Khand II Indirapuram

Ghaziabad U.P.







For Eldeco Infrastructure & Properties Ltd.



CERTIFIED TRUE COPY OF THE EXTRACTS OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ELDECO INFRASTRUCTURE & PROPERTIES LIMITED HELD ON MONDAY 8TH DAY OF SEPTEMBER, 2014 AT 10:00 A.M. AT ITS CORPORATE OFFICE AT 201-212, 2ND FLOOR SPLENDOR FORUM, JASOLA DISTRICT CENTRE, NEW DELHI-110025

Authorization for participation in bids/tender/EOI atc & matters related thereto

"RESOLVED THAT in partial modification of the resolution passed by the Board of Directors on 30th April 2010, the consent of the Board of Directors of the Company be and is hereby accorded for participating in applications/tenders/bids (including but not limited to technical & financial bids)/auctions/Expression of interests (EOl's) (with or without consortium) so invited by the various Development Authorities of various States, Municipalities, Local Bodies and Authorities, Electricity Boards/Undertakings, Central or State Government or Quasi Government or any Government Departments or Public Undertakings /or any other Authorities from time to time.

RESOLVED FURTHER THAT Mr. Pankej bajaj. Managing Director, Mr. Rajesh Bailal. Chief Operating Officer, Mr. Anil Rumer Dhanda, Group Chief Financial Officer (Finance & Accounts). Mr. Rajiv Nijhawan, Consultant (Laison) and Mr. Parag Dimri, AGM (Marketing) of the Company be and are hereby jointly and/or severally authorized on behalf of the Company to sign and submit all quotations/tender papers, Memorandum of Agreement/Consortium Agreement (in case of consortium), prequalification documents, or any other documents related thereto, and to provide information's, responses to clarifications/enquiries etc. pertaining to aforesaid applications/bids/tenders/auctions/EOI's.

RESOLVED FURTHER for. Parikal Bajal, Managing Director, Mr. Rajesh Baijal, Chief Operating Officer, Mr. Anil Kumor Dhanda, Group Chief Financial Officer, Mr. Rajiv Nijhawan, Consultant (Laison) and Mr. Parag Dimri, AGM (Marketing) of the Company be and are hereby jointly and/or severally authorized on behalf of the Company to sign, execute, verify, modify, amend, file and produce from time to time any/all documents in connection with aforesaid purpose, and also to do and perform such other acts or deeds or things as they deams necessary, desirable or expedient to give effect to the above resolution.

RESOLVED FURTHER THAT pursuant to Article No. 122 of the Articles of Association of the Company, Common Seal of the Company be affixed on the Power of Attorney or any other document (if required) in the presence of either Mr. Pankaj Bajaj, Managing Director or Ms. Rajani Sharma, Company Secretary of the Company who would affix his/her signature in token thereof."

Dated: January 9, 2017

For Eldeco Infrastructure & Properties Limited

Fig. Edilo Infastracture & Properties La

RAJAMI BHABMA
ROMMANASHSEMINISTY

HajophShamolary

Company Secretary

Eldeco Infrastructura & Properties Ltd.

Corp. Off. & Communication Add.: 201-212, 2nd Floor, Spiender Forum, Jasein District Centre, New Dett.-1,10025
Tel.: 0.11-40655000, 40655100, 46503900 Fext 40655111 E-mail: contact@eldecoproperlies.com Website: www.eldecoprop.com
Regd. Office : 5-16, Second Floor, Eddeox Station 1, Spoton 12, Faridated, Heryane-121007 Ctnl; U74699HR2000PLCN3399

For Eldeco Infrastructure & Properties Ltd.

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Tender Cost

A/C PAYER ONLY NOT NEGOTIABLE MANAGER'S CHEQUE VALID FOR S MONTHS ONLY

12112016

Or Order चा उनके आहेग पर

******* DELHI METRO RAIL CORPORATION LTD. **********

Pay

ङ्ग कर Rupees

TWENTY ONE THOUSAND ONLY.

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+31,000.00

HOFC BANK LTD.

IASOLA VIHAR

PER SE 0933 E0339

For HDFC BANK LTD.

AUTHOR SED SIGNATION

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For Eldeco Infrastructure & Properties Ltd.



Tender Security

Cr Order या उनके आदेज पर For HDFC BANK LTD. * 65 fan, noah an 1 ********* DELIII NETRO RAIL CARPORATION L'ID, "STONGEONDE DE 배우를 무료하는 지사이 감독을 하고 있다. MANAGER'S CHEQUE VALID FOR 3 DIOMES ONLY FOR BANK LTD. HEY WALEST TO 21 1999 SCHOOL HADS SIXTY FIVE LAKEL ONLY. IASOLA VIHAR त्याpees स्पन नैयः अता को

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For Eldaco Infrastructure & Properties Ltd.

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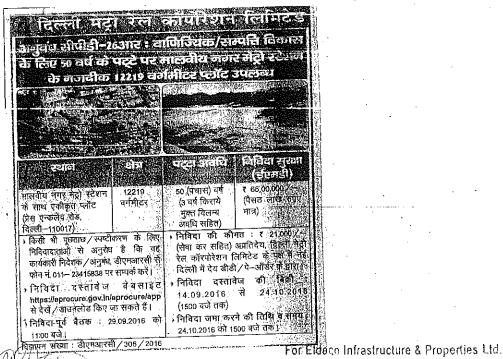
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The Times of India, The Economic Times, New Delhi -14/9/2016.



Navbhatat Times and Dainik Tagean, New Delhi - 14/9/2016



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RFP DOCUMENT

Contract: CPD-26R

REQUEST FOR PROPOSAL (RFP)

FOR

PROPERTY DEVELOPMENT AT 1.22 Ha PLOT

NEAR MALVIYA NAGAR MRTS STATION

DELHI METRO RAIL CORPORATION LTD.

5th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane,

Barakhamba Road, New Delhi -110 001

For Eldeco Infrastructure & Properties Ltd.

000093



DISCLAIMER

This request for proposal ("RFP") document for 12219 Sqm (approx) PD Plot near Malviya Nagar MRTS Station contains brief information about the Project, qualification requirements and the selection process for the Selected Bidder. The purpose of this RFP document is to provide interested parties ("Bidder(s)") with information in order to assist them in formulation of their bid application (the 'Bid").

The information ("Information") contained in this RFP document or subsequently provided to Bidders, in writing by or on behalf of Delhi Metro Rail Corporation Ltd. ("DMRC") is provided to Bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such Information is provided.

This RFP document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Project is to be developed and the rights of the Selected Bidder shall be as set out in separate agreement contained herein.

This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for DMRC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. The assumptions, assessments, statements and information contained in the RFP document, may not be complete, accurate, adequate or correct. Therefore, each Bidder should conduct his own investigation and analysis and should check the accuracy, reliability and completeness of the Information in this RFP document and obtain independent advice from appropriate sources. DMRC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and Information provided hereunder is only to the best of the knowledge of DMRC.

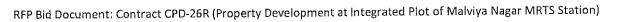
Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The Information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Intimation of discrepancies in the RFP document, if any should be given to the office of the DMRC immediately by the Bidders. If DMRQurecelles no written communication, it shall be deemed that the Bidders are satisfied that the RFP document is complete in all respects. In particular, DMRC shall not be responsible liable for any latent or evident defect or character of the Project land/ Project including but not limiting to the following:

1. Soil testing/investigations

For Eldeco Infrastructure & Properties Ltd.

000094





- 2. Water availability of ground water
- 3. Electricity availability and provisions
- 4. Site Drainage
- 5. Site approach

- 6. All statutory permissions from various authorities including approvals from town planning or other authorities as per the Central / State Government norms.
- 7. All applicable rent, rates, duties, cess and taxes, if any
- 8. All applicable statutory laws and provisions
- 9. Lechnical and financial feasibility of the project.

Any character or requirement of the Project land, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder itself.

This RFP Document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Project is to be developed and the right of the successful Bidder, shall be as set out in separate agreements executed between DMRC and the successful Bidder in the format broadly set out herein. DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

DMRC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.



For Eldeco Infrastructure & Properties Ltd.

ised Signatory



DMRC reserves the right to accept or reject any or all Applications without giving any reasons thereof. DMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this RFP Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DMRC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DMRC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

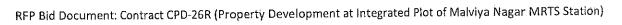
The word "Bid" and "Tender" is used interchangeably in the document.



For Eldeco Infrastructure & Properties Ltd.

3

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Content

<u>Content</u>	Page No.
Project Background	5-8
Notice Inviting Bid	9-12
Regulation of bids and Lease Agreement	13-31
General Conditions of Lease Agreement	32-40
Annexure	41-68
	Project Background Notice Inviting Bid Regulation of bids and Lease Agreement General Conditions of Lease Agreement

(a)

(4)

(B)

For Eldego Infrastructure & Properties Ltd.

Authorised Signatory

RFP Bid Document: Contract CPD-26R (Property Development at Integrated Plot of Malviya Nagar MRTS Station)



SECTION 1 PROJECT BACKGROUND



For Eldeco Infrastructure & Properties Ltd.

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PROJECT BACKGROUND

1.1. Introduction

- 1.1.1 Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) implementing the Delhi Metro Rail Projects, has been mandated by Ministry of Urban Development (MoUD) to undertake value capture from property development initiatives for sustainable revenue generation and part financing Delhi MRTS Project. Ministry of Urban Development has also issued an order permitting DMRC to carry out Property Development in lands allotted for Delhi MRTS Project vide Order No. K-14011/8/2000 MRTS (Pt.) dated 30 March, 2009.
- DMRC has been allotted a land parcel by DDA measuring 12219 Sqm (approx.) at Malviya Nagar for Phase-II of Delhi MRTS Project. Plot is allotted by DDA for Delhi MRTS Project and it is an integrated with Malviya Nagar metro station and less than 3.0 Hac and NOC for property development has been issued by DDA. Hence any property development activity not restricted by extant laws / Master Plan of Delhi (MPD)-2021 can be undertaken on this plot. Apart from Metro rail accessibility, the site is very close to Saket City Center, DLF, Select City Walk Mall, Saket District Court and residential area of Pushp Vihar, Malviya Nagar, Saket, Hauz Khas, Shekh Sarai, and Multi Speciality hospitals such as Max, Saket City Hospital etc. All these factors make this site attractive due to its potential for Property development.
- 1.1.3 This site is integrated with Malviya Nagar MRTS station. It is proposed to carryout property development on this integrated plot through a developer for this tender. The site is being offered on "as is where is basis". As per para 12.15 of MPD 2021, applicable Development norms for property development at this site are as under:

(i) FAR : 100 (ii) Ground Coverage : 25%.

1.1.4 As per the Master Plan, the designated land use of the plot was "Public and Semi public". To enable DMRC to raise revenue through property development activity, DDA has issued NOC for property development vide DDA letter dated 07/04/2010.1.1.5 (i) The National Monument Authority has also issued "grant of permission" for construction in respect of property development at Malviya Nagar Metro station, in the regulated area of 'Qila Rai Pithora' vide their letter F.No.2-9/557/2013-NOC/NMA dated 18.03.2014. NMA has granted permission for construction of G+3 floors with total height of 15 mtrs (in the 100-200 mtrs zone) and G+8 floors with total height of 30 mtrs beyond 200 mtrs zone from Qila Rai Pithora (Ref - Annexure-9 & 9A). (ii) Indicative layout of proposed entry & exit to and from this plot is detailed under Annexure 6A-R.

A part of this land plot has been utilized for the construction of a part of underground metro station. Any construction activity will be restricted above this portion of underground metro station. This zone is marked in the layout plan. The layout plan of "NO Construction Zone" is detailed under Annexure 6B-R.

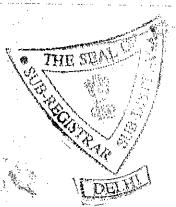
1.1.5. A DJB pipeline as shown in drawing is also running along a part of boundary of this plot. This pipeline was shifted by DJB through this plot during construction of Malviya Nagar underground station. Hence, developer will be required to leave sufficient offset from this

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1. PROJECT BACKGROUND

1.1. Introduction

- 1.1.1 Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) implementing the Delhi Metro Rail Projects, has been mandated by Ministry of Urban Development (MoUD) to undertake value capture from property development initiatives for sustainable revenue generation and part financing Delhi MRTS Project. Ministry of Urban Development has also issued an order permitting DMRC to carry out Property Development in lands allotted for Delhi MRTS Project vide Order No. K-14011/8/2000 MRTS (Pt.) dated 30 March, 2009.
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 - 1.1.3 This site is integrated with Malviya Nagar MRTS station. It is proposed to carryout property development on this integrated plot through a developer for this tender. The site is being offered on "as is where is basis". As per para 12.15 of MPD 2021, applicable Development norms for property development at this site are as under:

100

25%.

(i) FAR (ii) Ground Coverage

- 1.1.4 As per the Master Plan, the designated land use of the plot was "Public and Semi public". To enable DMRC to raise revenue through property development activity, DDA has issued NOC for property development vide DDA letter dated 07/04/2010.1.1.5 (i) The National Monument Authority has also issued "grant of permission" for construction in respect of property development at Malviya Nagar Metro station, in the regulated area of 'Qila Rai Pithora' vide their letter F.No.2-9/557/2013-NOC/NMA dated 18.03.2014. NMA has granted permission for construction of G+3 floors with total height of 15 mtrs (in the 100-200-mtrs zone) and G+8 floors with total height of 30 mtrs-beyond 200 mtrs zone from Qila Rai Pithora (Ref Annexure-9). (ii) Indicative layout of proposed entry & exit to and from this plot is detailed under Annexure-6 A.
- (iii) A part of this land plot has been utilized for the construction of a part of underground metro station. Any construction activity will be restricted above this portion of underground metro station. This zone is marked as "C" in the layout plan. The layout plan of "NO Construction Zone" is detailed under Annexure-6 B.

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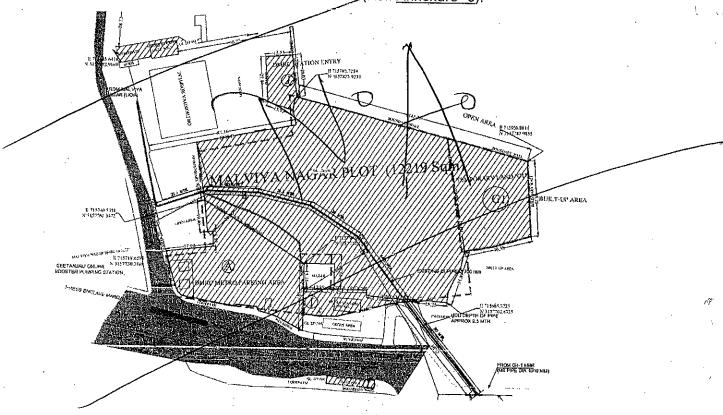
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(iv) A DJB pipeline as shown in drawing is also running along a part of boundary of this plot. This pipeline was shifted by DJB through this plot during construction of Malviya Nagar underground station. Hence, developer will be required to leave sufficient offset from this DJB pipeline. Shifting of DJB pipeline does not seem feasible due to availability of other underground utility services of Sewer line, underground Drain and Low Tension Cable. The Sewer line and Underground drain are passing along the Press Enclave Road whereas a Low Tension Underground Cable line is passing along Press Enclave Road and one branch is terminating in the plot area. The Lessee must take adequate safety precautions before starting construction work to keep their employees safe as well as others from construction related hazards. Area covered by DJB pipeline is marked as "D" in the layout plan (Ref: Annexure-6).

1.1.6 An indicative sketch of the site is as below (Ref: Annexure -6):



1.1.7 Through this tender, it is envisaged to transfer sub-lease rights to a selected developer for a period of 50 years from the commencement date to utilise the site for property development making use of available ground coverage and FAR as permitted under MPD 2021. The successful bidder shall plan the layout for DMRC approval as per Section – 4 of this document.

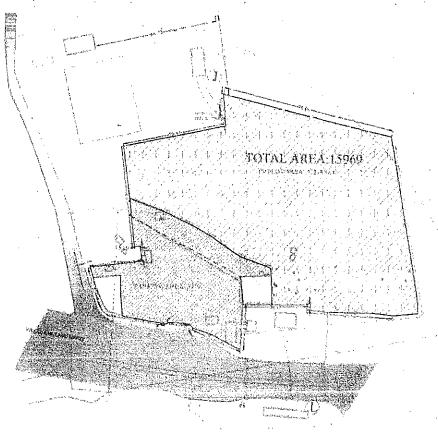
For Eldeco Infrastructure & Properties Ltd.

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DJB pipeline. Shifting of DJB pipeline does not seem feasible due to availability of other underground utility services of Sewer line, underground Drain and Low Tension Cable. The Sewer line and Underground drain are passing along the Press Enclave Road whereas a Low Tension Underground Cable line is passing along Press Enclave Road and one branch is terminating in the plot area. The Lessee must take adequate safety precautions before starting construction work to keep their employees safe as well as others from construction related hazards. Area covered by DJB pipeline is marked in the layout plan (Ref: Annexure 6B-R).

1.1.6 An indicative sketch of the site is as below (Ref: Annexure -6R):



1.1.7 Through this tender, it is envisaged to transfer sub-lease rights to a selected developer for a period of 50 years from the commencement date to utilise the site for property development making use of available ground coverage and FAR as permitted under MPD 2021. The successful bidder shall plan the layout for DMRC approval as per Section – 4 of this document.

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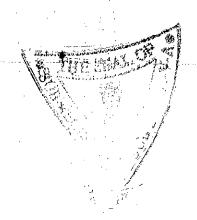
- 1.1.8 A temporary land measuring <u>2533 Sqm</u> (Marked as G1) is available with DMRC. The Concessionaire / Lessee shall provide unfettered access to the authorized representative of DMRC to the temporary land G1 at all times during the Lease period.
- 1.1.9 Existing metro commuter parking area measuring approx. 3750 Sqm can be made part of plot being concessioned under this tender but it may be used only for landscaping purpose with committed provision of 120 ECS parking for metro commuters in this location. The Lessee will be charged as per rate mentioned under clause 4,9.1 e). The metro commuter parking will be operated by Lessee/Concessionaire but the rate to be charged will require approval of DMRC.

However, the area used for dedicated entry / exit on this metro commuter parking shall be considered as 'Additional Area" as per clause no. 4.1.3 of RFP.

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RFP Bid Document: Contract CPD-26R (Property Development at Integrated Plot of Malviya Nagar MRTS Station)

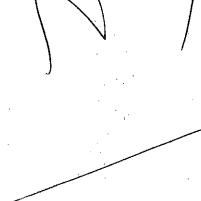
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1.1.8 A temporary land measuring <u>2533 Sqm</u> (Marked as G1) is also available with DMRC in addition to the plot area of 12219 Sqm. DMRC has applied to DDA for temporary to permanent allotment of this land. With the permission of DMRC, the Lessee may utilize this land in future with the payment of additional Upfront fee and additional Advance Lease fee as per <u>clause no. 4.1.3 of RFP document</u>, only if the land portion G1 is alletted by DDA on permanent basis to DMRC.

Property Development on land parcel 'G1' will be allowed as per MoUD (Delhi Division) Gazette notification dated 09.06.2016. However, Lessee should follow the building height permission granted by NMA vide their NOC dated 18.03.2014 i.e. G+8 floors with total height of 30 mtrs as this plet fall beyond 200 mtrs zone from Qila Rai Pithora (Ref - Annexure-9). Indicative layout plan showing location of 2545.168 Sqm land 'G1' is placed under Annexure-6 C.



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RFP Bid Document: Contract CPD-26R (Property Development at Integrated Plot of Malviya Nagar MRTS Station)



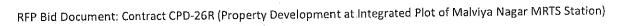
SECTION 2

NOTICE INVITING BIDS



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2.0 NOTICE INVITING BIDS

CONTRACT CPD-26R

DMRC invites sealed Bids from suitable participants who may be a sole proprietorship firm or a partnership firm or a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, either individually or in Joint Venture/Consortium under an existing agreement (the "Bidders", which expression shall, unless repugnant to the context, include the members of the Consortium) for selection of Lessee(s) to grant rights under the Lease Agreement for the property development of the Leased Sile.

The Project Site is proposed to be given on lease basis through this bidding process on "as is where is basis" for 50 (Fifty) years from commencement date. The site is demarcated in the plans placed as Annexure – 6 of this document, as per details below:

Plot Location	Area (Sqm.)
Malviya Nagar (Integrated plot with Malviya Nagar Metro	12219 Sqm
Station)	'

- 2.2 Deemed Knowledge and Disclaimer:-
- 2.2.1 DMRC shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the Proposal Due Date. The participating Bidders are expected to visit the Project Site to examine its precincts and the surroundings at the Bidder's own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.
- 2.2.2 The Bidder shall be deemed to have inspected the Project Site and be aware of the existing buildings, constructions, structures, installations etc. existing in the Site and shall not claim for any change on the Project Site after submitting its Bid. The Bidder hereby admits, agrees and acknowledges that DMRC has not made any representation to the Bidder or given any warranty of any nature whatsoever in respect of the Project Site including in respect of its usefulness, utility etc. or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Bidder for implementing the Project.

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2.2.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from DMRC in respect of the Project other than for those matters in respect of which express provision is made in the Lease Agreement.

2.3 Salient features of Bidding Process:

- a) DMRC has adopted a two packet bidding process for declaration of a Selected Bidder to transfer rights under the Lease Agreement for the Site.
- b) The details of bidding process are provided in Section 3.

c) Schedule of bidding process for RFP:

	Atanta San La Company	F 44 00 04 04 04
	Start of sale of RFP Document to Bidders	From 14.09.2016 to 24.10.2016 (upto 15:00 hrs.) on
		e-tendering website
		https://eproure.gov.in/eprocure/app.
	Cost of RFP Bid Document (Non-refundable)	INR 21,000 (inclusive of 5% DVAT) Non-Refundable (Demand Draft /Banker's cheque) in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.) Cost of tender documents i.e, D.D./Banker's cheque, in original, shall be accepted only upto 15:00 hours on 24.10.2016 in the office of Executive
_		Director/Contracts at below mentioned address.
	Validity of Tender Security in case of BG	21.06.2017
	Pre-Bid Meeting	29:09,2016 at 11.00 hrs
	Last date of receiving queries	30.09.2016 (upto 17:00 Hrs.) (Queries from bidders after due date shall not be acknowledged)
1	OMRC's response to queries by	07.10.2016
	ender Submission Start Date & Time	14.10-2016 from 09:00 Hrs
7	ender Submission End Date & Time	24.10,2016 10to 15:00 Hrs.
	Date & time of opening of Tender Technical Bid)	145 10 20 16 at 13:00 Hrs.
١ ١	recimical bid)	
	7) 11 /	3 SECTION OF STREET

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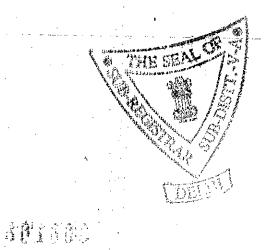
- 2.2.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from DMRC in respect of the Project other than for those matters in respect of which express provision is made in the Lease Agreement.
- 2.3 Salient features of Bidding Process:

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Cost of RFP Bid Document (Non-refundable)	INR 21,000/- (Inclusive of 5% DWAT) Non-Refundable (Demand Draft /Banker's cheque) in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.) Cost of tender documents i.e., D.D./Banker's cheque, in original, shall be accepted only upto 15:00 hours on 21.10.2016 15.11.2016 in the office of Executive Director/Contracts at below mentioned address.
Validity of Tender Security in case of BG	21.00.2017
Pre-Bid Meeting	29.09.2016 at 11.00 hrs
Last date of receiving queries	30.09.2016 05.10.2016 (upto 17:00 Hrs.) (Queries from bidders after due date shall not be acknowledged)
DMRC's response to queries by	07.10.2016 <u>14.10.2016</u>
2 nd Pre-Bid Meeting	19.10.2016 at 11.00 hrs
Last date of receiving of Second round of queries	21.10.2016 (upto 17:00 Hrs.) (Queries from bidders after due date shall not be acknowledged)
DMRC's response to Second round queries by	27.10.2016
Tender Submission Start Date & Time	-14.10.2016 <u>01.11.2016</u> from 09:00 Hrs
Tender Submission End Date & Time	24:10.2016 15.11.2016 upto 15:00 Hrs.
Date & time of opening of Tender (Technical Bid)	25.10.2016 <u>16.11.2016</u> at 15:00 Hrs.



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- 2.2.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from DMRC in respect of the Project other than for those matters in respect of which express provision is made in the Lease Agreement.
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- a) DMRC has adopted a two packet bidding process for declaration of a Selected Bidder to transfer rights under the Lease Agreement for the Site.
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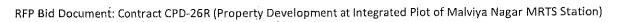
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DMRC's response to Second round queries by	<u>27.10.2016-</u> <u>15.11.2016</u>
Tender Submission Start Date & Time	14.10.2016 <u>01.11.2016</u> from 09:00 Hrs
Tender Submission End Date & Time	24.10.2016 15.11.2016 01.12.2016 upto 15:00 Hrs.
Date & time of opening of Tender (Technical Bid)	25.10.2016 16.11.2016 02.12.2016 at 15:00 Hrs.



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	Authority and place for su	bmission of RFP	Executive Director/Contracts,
•	Bid Document cost clarifications	and seeking	1 = 4 + 1 + 2 + 5 + 5 + 5 + 5 + 5 + 5 + 5 + 5 + 5
			Tel. No. 011-23417910-12 Fax.No. 011-23415838/ 23417908

d) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Upfront Lease Fee and	25% Within 30 days of issue of Letter of Acceptance and remaining 75% within 90 days from the date of issue of LOA.
Performance Security to DMRC.	Within 30 days of issue of Letter of Acceptance
Signing of Lease Agreement	Within 7 days after payment of Upfront Lease Fee and Performance Security.
Payment of Annual Lease Fee to DMRC by Developer.	Within 7 days after end of moratorium period. Delay in payment of advance Lease fee shall attract interest @ 20 % per annum on outstanding balance on due date

- e) Payment schedule in case of payment of the Upfront Lease Fee in two installments:
- Upfront payment of 25% of the Upfront Lease Fee within 30 days of the issuance of LOA 75% of the Upfront Lease Fee within 90 days from the date of issue of LOA.



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Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPR Portal
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules These tenders can be moved to the

For Eldeco infrastructure & Properties Ltd.

RFP Bid Document: Contract CPD-26R (Property Development at Integrated Plot of Malviya Nagar MRTS Station)



respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any-other accepted instrument, physically sent, should tally with

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the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid empenies or queries relating to CPP Portal in general may be directed to the 24x7 GPP Portal Helpdesk.

3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

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Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593

Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002.

E-Mail: cppp-nic[at]nic[dot]in

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SECTION 3

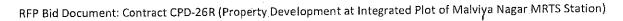
REGULATION OF BIDS AND LEASE AGREEMENT



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17





3.1 GENERAL

- 3.1.1 DMRC invites Bids from eligible Bidders in terms of eligibility criteria as specified in this document for granting right on the subject site for property development including right to construct, operate, manage and maintain the subject land along with construction of building.
- 3.1.2 The information submitted in the RFP document will form the basis for evaluating the Bidders. The Bidders may participate in the Bid process as per the instructions given in this RFP document.
- 3.1.3 From amongst the Bidders fulfilling the Eligibility Criteria, as laid down in this RFP document, the site shall be offered to the Selected Bidder on the basis of the Lease Fee quoted by the Selected Bidder.
- 3.1.4 The intending Bidder must read the terms and conditions carefully.
- 3.1.5 Information and instructions for bidders posted on website shall form part of tender documents.
- 3.1.6 The Request for Proposal Document (RFP Document) can be seen and downloaded from website https://eprocure.gov.in/eprocure/app RFP document can only be obtained online after registration on the website https://eprocure.gov.in/eprocure/app. For further information in this regard bidders are advised to contact on 011-23417910..
- 3.1.7 RFP Document can only be submitted after uploading the mandatory scanned documents towards cost of Bid Documents such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Bank Gaurantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and other documents as stated under Clause 3.15 of RFP Document.
- 3.1.8 Those bidders who are not registered on the website mentioned above shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process' as per details available on the website.
- 3.1.9 The authorized signatory of intending bidder as per Power of Attorney (POA) must have valid class-III-digital signature. The complete RFP Document shall only be uploaded using Class-III digital signature of the authorized signatory.
- 3.1.10On opening date, the bidder can login and see the tender opening process. After opening of tenders they will receive the competitor bid sheets.
- 3.1.11 Bidder can upload documents in the form of JPG format and PDF format.

000116

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- 3.1.12Bidder must ensure to quote in the financial proposal.
- 3.1.13Each Bidder shall submit only one bid. If a Bidder submits more than one bid, all the tenders in which he has participated shall be considered invalid.

3.2 Downloaded RFP Documents:

- 3.2.1 The complete bid document can be downloaded from the website i.e. https://eprocure.gov.in/eprocure/app and a non-refundable fee Rs. 21,000/- (inclusive of 5% of DVAT) towards the cost of the Bid document shall be submitted upto the date and time specified in NIT in the office of Executive Director / Contracts, failing which the Bid shall be rejected out-rightly. No tampering, alteration or changing of the contents of the Bid documents is permissible. The DMRC shall not be responsible for any printing error while downloading the documents.
- 3.2.2 The bidders are required to download the plans of the Leased Space(s) from the bid documents uploaded on the e-tendering portal https://eproure.gov.in/eprocure/app and place the same as Annexure-6. The bidders hereby agree voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on account of having to collect the Leased Space(s) plans from DMRC.

3.3 Queries in RFP and Amendments

- 3.3.1 Bidders may upload their queries, if any, on e-tendering portal https://eprocure.gov.in/eprocure/app not later than the date specified under the bid schedule of Section-II of RFP. DMRC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process, however, no queries received after prescribed date shall be entertained by the DMRC.
- 3.3.2 At any time prior to the Proposal Due Date, the DMRC may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of an addendum. This shall be uploaded on e-tendering portal https://eprocure.gov.in/eprocure/app and shall be binding upon all the bidders.
- 3.3.3 In order to give the Bidders reasonable time to take an addendum into account, or for any other reason, the DMRC may, at its discretion, extend the Proposal Due Date.
- 3.3.4 The Response to queries/ addendums (if any) will be uploaded on https://eprocure.gov.in/eprocure/app and the Bidders are advised to keep a regular check on the website for any such updates.

3.4 PRE-BID MEETING

a. DMRC shall conduct a pre-bid meeting on the date and location specified under the schedule of bidding process in para 2.3 C of bid selection of Section-2 of this RFP document for the purpose of providing clarification and answering the queries of the prospective Bidders.

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- The bidder is requested to submit any question in writing or by facsimile, to reach the b. Employer DMRC not later than the last date of seeking clarification as mentioned in key details of NIT.
- The text of the questions raised by all the bidder and the responses given will be €. transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents which may become necessary as a result of the Pre-Tender meeting shall be made by the Employer DMRC exclusively through the issue of an Addendum pursuant to Clause 3.3 above.
- 3.4.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Bidder.

3.5 **ELIGIBILITY CRITERIA**

The Bidder shall meet the following minimum Eligibility Criteria (the "Eligibility Criteria"):

3.5.1. A Bidder must be a sole proprietorship firm or a partnership firm or a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, either individually or in Joint Venture or a Consortium under an existing agreement and further subject to compliance with applicable laws, policies and guidelines of the Government of India.

In case the Selected Bidder is a Consortium, such Consortium shall be required to incorporate a company under Companies Act, 2013 which shall be a special purpose company ("SPC") within 30 days of issuance of the LOA and the SPC shall enter into Lease Agreement with DMRC for implementation of the Project. The members of Consortium shall be required to maintain 100% of the equity of the SPC throughout the subsistence of the Lease Agreement. In case company is not incorporated within 30 days of issuance of LOA, then the LOA will stand cancelled and the amount deposited by the selected bidders (i.e. Tender Security, Performance Security, Upfront Lease Fee etc.) shall be forfeited.

3.5.2 i) Technical Capability

The Bidder (as a developer / contractor / owner) should have successfully completed in last 10 years preceding the bid opening date, commercial / property development project/s equivalent to either:

- One-similar project-having built up area not less than 80% of 12219 Sqm Built Up Area., or
- Two similar projects each having built up area not less than 50% of the 12219 Sqm b. Built Up Area, or
- Three similar projects each having built up area not less than 40% of 12219 Sqm C. Built Up Area.

20

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Provided further that:

- the commercial / property development project/s being treated as completed when it
 is ready for occupation and the same is certified as such by an Architect / statutory
 auditor / or the Chartered Engineer as the case may be.
- Bidders shall submit their technical eligibility in the specified Bid Form (link Form) for technical eligibility duly certified by an architect and the statutory auditor or the chartered Engineer as the case may be.

ii) Financial Capability:

A Bidder should have a minimum net worth of Rs. 30,00,00,000/- (Rupees Thirty Crores Only) in FY 2015-16. In Case of JV- Net worth will be based on the percentage participation of each Member.

Example:

Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be

The minimum average annual turnover of a Bidder should Rs 30,00,00,000/- (Rupees Thirty Crore only) for the preceding three financial years as per the audited balance sheets of the Bidders starting from the financial year 2013-14. The average annual turnover of JV will be based on percentage participation of each member.

Example:

Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be

<u>Notes :</u>

Financial data for latest last three audited financial years has to be submitted by the bidder in Annexure-3 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '3' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

3.5.3 EXPLANATIONS FOR THE PURPOSE OF TECHNICAL QUALIFICATION

For counting the experience to assess technical capability of the bidder the development done by him up to Proposed Due Date (PDD) will only be counted. For details, refer to Annexure 2.

3.5.3.1For the purpose of this tender, Net Worth will be calculated as follows:

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- (i) In case of a Company, Net worth = (Paid up Share Capital) + (Reserves and Surpluses) (Revaluation of Reserves) (Intangible Assets, Miscellaneous expenditure to the extent not written off, Accumulated Losses).
- (ii) Any other asset/liability appearing in the Balance sheet and contingent liabilities affecting the Net worth shall be computed by DMRC to compute the net worth.
- (iii) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm.
- (iv) If an Individual Investor or Partnership Firm or Group / Associated Companies are proposing to invest in the project company, then such investors shall be approved to the satisfaction of DMRC.
- (v) Individual Net worth statement certified by a Chartered Accountant and in the case of companies, by the statutory auditor shall be required at an appropriate stage for the purpose of calculating the net-worth of investors for the project company to demonstrate their financial capabilities.
- 3.5.3.2The Bidder shall submit the audited annual reports of last three years i.e. 2013-14, 2014-15 and 2015-16 as per Annexure 3. In case of a Consortium, the audited annual reports of each relevant member of the consortium for last three years shall be submitted. If audited annual report for 2015-16 is not yet ready then the bidders is required to submit reports for 2012-13, 2013-14, 2014-15 alongwith an affidavit certifying that balance sheet for 2015-16 has not been audited so far.

3.5.4 ELIGIBILITY FOR A CONSORTIUM

In case the Bidder is a Consortium, the eligibility of Consortium will be judged only considering the Members holding equity 26% or more. Further, the Lead Member of the Consortium must have a minimum of 51% of the Financial Eligibility specified in sub-para 3.5.2 and sub-para 3.5.3 above.

For the purpose of evaluation of the Consortium, each member's contribution towards the turnover and net worth of the Consortium shall be considered in the same ratio of their equity participation in the Consortium. Financial eligibility of lead member and one member having at least 26% equity shall be considered for evaluation of Financial eligibility.

- 3.5.5 Any Central / State government department or public sector undertaking must not have banned business with the tenderer (any member in case of JV) as on the date of tender submission. Also no work of the tenderer must have been rescinded by DMRC/ Central or State Govt. Department / Public-Sector Undertaking / Other Govt. entity or local body after award of contract during last 5 years due to non-performance of the tenderer. The tenderer should submit undertaking to this effect in Form of Tender.
- **3.5.6** A firm, who has downloaded the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium.

22

For Eldeco Infrastructure & Properties Ltd.

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3.5.7 NON SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM

- Lead partner must have a minimum of 51% participation in the JV/Consortium.
- b. Partners having less than 26 % participation will be termed as non-substantial partner and will not be considered for evaluation which means that their Technical and financial soundness shall not be considered for evaluation of JV/Consortium.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

3.6 BID BY A CONSORTIUM OF FIRMS

Bids submitted by the Consortium must comply with the following requirements:

- 3.6.1 The number of members shall not exceed three (3).
- 3.6.2 The members of Consortium should have entered into a Memorandum of Association ("MOA") (as per Annexure 7) between themselves. One of the members of Consortium, holding at least 51% of the equity / ownership stake shall be authorized and nominated as the 'Lead member' ("Lead Member") to act and represent all the members of the Consortium for bidding and implementation of the Project. A copy of this MOA shall be enclosed with the Bid.

Formation of SPC

- 3.6.3 The Lead Member shall hold not less than 51% (fifty one per cent) of the equity of the SPC during the subsistence of the Lease Agreement and that each member of the Consortium whose technical and financial capacity was evaluated for the purposes of award of the Project shall hold at least 26% (twenty six per cent) of such Equity during the subsistence of the Lease Agreement. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the Lease Agreement.
- 3.6.4 A Bidder or a member of a Consortium can be a member in only one Consortium. If a Bidder / member participates in more than one Bid for the same site / site, all Bids of which it is a part shall be summarily rejected.
- 3.6.5 All members of the Consortium shall be jointly and severally liable for the execution of the Project during Lease Period in accordance with the terms of the Lease Agreement.
- 3.6.6 RFP submitted by a firm or Consortium must comply with the following requirements:
 - The RFP shall include all the information required for each member of Consortium separately.
 - The covering letter (Letter of application as per Atmexure-1 of Section 5) must be signed by the Lead Member only in the prescribest format.

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- The members of Consortium must clearly spell out their respective roles in the Consortium in the prescribed format only.
- 3.6.7 If the Selected Bidder is a Consortium, the Agreement shall be signed with the SPC incorporated by such Consortium, however, all members of the Consortium shall be liable jointly and severally, for the execution of the Project in accordance with the terms of the Agreement.

3.7 Change in Composition and Equity Participation of the Consortium

- 3.7.1 After receipt of the Bid, there shall be no change in composition of Consortium (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid which affects the minimum shareholding requirement of members of the Consortium to decline below the required percentage as provided under Clause 3.6.3 hereinabove till the completion of the Lease Period.
- 3.7.2 Any change proposed in the equity shareholding pattern of the Consortium in the Special Purpose Company during the Lease Period, within the prescribed limits as mentioned in Clause 3.6.3, shall require prior written approval of DMRC. As and when the SPC is created and entrusted with the task of implementing the Project, the constitutional documents of the SPC and the Board Resolutions authorizing the execution, the delivery and the performance of such tasks will have to be submitted to DMRC.

3.8 Conflict of interest

- 3.8.1 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, DMRC shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to DMRC for, interalia, the time, cost and effort of the DMRC, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the DMRC hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:
 - i) a constituent of Bidder is also a constituent of another Bidder; or
 - ii) Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iii) Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - iv) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or

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24

000122



- both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- v) such Bidder or any Associate thereof has participated as a consultant to DMRC in the preparation of any documents design or technical specifications of the Project.
- 3.8.2 Notwithstanding anything stated herein a Conflict of Interest situation arising at the pre qualification stage will be considered to subsist only, as between such Bidders attracting Conflict of Interest provisions on account of shareholdings, who submit Bids under this document.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used shall include each Member of such Consortium. For purposes of this RFP, Associate means, in relation to the Bidder/ members of Consortium, a person who controls, is controlled by, or is under the common control with such Bidder/ member of Consortium (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3.9 LANGUAGE AND CURRENCY

- 3.9.1 The Bid and all the related correspondence and documents shall be written in English language only.
- 3.9.2 The currency for the purpose of the Bid shall be the Indian National Rupee (INR).

3.10 Tender Security (EMD)

- 3.10.1The bidder shall submit a Tender Security for Rs.65,00,000/- (Rupees Sixty Five Lacs Only) in any one of the following forms in the office of the Executive Director/Contracts before the dead line of tender submission as specified in NIT: Also the scanned copy of the same should be uploaded along with the bids.
- (a) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in **Annexure-10** of Section V of tender documents.
- (b) Demand Draft / Pay Order / Bank Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi from a Scheduled Commercial bank based in India,

(c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd.

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In case of joint venture/Consortium, Bank Guarantee or FDR for tender security shall be in the name of joint venture/Consortium and not in name of individual members. The Tender Security shall remain valid upto to date as specified in NIT under schedule of bidding process clause 2.3(c). The tender security shall be submitted in a sealed envelope clearly marked on top "Tender Security for Contract CPD-26R "Property Development at Integrated plot of Malviya Nagar MRTS Station"!

- 3.10.2 Any Tender not having an acceptable Tender Security shall be rejected by the DMRC considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender security.
- 3.10.3 The Tender Security of the successful bidder shall be returned upon the execution of the Contract and the receipt by the DMRC of the Security Deposit in accordance with Clause 3.11 below.
- 3.10.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful bidder.
- 3.10.5 The Tender Security shall be forfeited:
- a) if the Bidder withdraws its Bid during the interval between the Bid Due Date and the expiration of the Bid Validity Period;
- b) if the Selected Bidder fails to make the payments (as per Clause 4.9) within the time specified in this RFP, or any extension thereof granted by DMRC;
- c) if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Security Deposit within the time specified or extended by the Employer
- d) if the bidder does not accept the arithmetic corrections to his Tender price, as per the relevant clause in RFP.

3.11 SECURITY DEPOSIT

3.11.1The Lessee shall submit an interest free Security Deposit to the DMRC for a sum equivalent to one hundred percent of first year's Lease Fee (i.e. Lease fee + maintenance fee if any +utility area if any) as per Clause 4.9, for the said Leased Space(s) with a validity of three years. Further, security deposit shall also be submitted for advance lease fee of additional area. This Security Deposit shall be submitted within 30 days of issue of the LOA. The Security Deposit shall be in the form of Bank Guarantee / Demand Draft / Pay Order in favour of "Delhi Metro Rail Corporation Ltd.", drawn on any scheduled commercial bank and payable at New Delhi. The Bank Guarantee for Security Deposit shall be renewed after every three years for a sum equivalent to one year's

26

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recurring fee (lease fee + maintenance if any + utility area if any) of applicable Lease Fee for that year (i.e. Lease fee + maintenance fee if any) with a validity of three years.

The Bank Guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

ICICI BANK LTD

9A, Phelps Building, Connaught Place, New delhi-110001.

IFSC Code; ICIC0000007

The bank guarantee issued on the SFMS platform shall only be acceptable to DMRC.

- 3.11.2The said Security Deposit will be kept valid on a rolling basis till the end of the Lease Period & final settlement of accounts which shall be kept valid for a period of 6 months beyond the lease period or final settlement whichever is earlier.
- 3.11.3The Security Deposit would however be forfeited in case of any 'Event of Default' as described in the Draft Lease Agreement and/or in accordance with terms specified elsewhere in the Bid Document.

3.12 PROPOSAL PREPARATION COST

The Bidder shall be solely responsible for all the costs associated with the preparation of its Bid and its participation in the bidding process, including all types of due diligence that may be required for the process. The DMRC shall not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

3.13 VALIDITY OF OFFER

- 3.13.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the Bid Due Date ("Proposal Validity Period" or "Bid Validity Period"). DMRC reserves the right to reject any Bid that does not meet its requirement. DMRC may however request the Bidders to extend the validity of their Bids for a specified additional period.
- 3.13.2 A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its EMD for the relevant period of extension.
- 3.13.3 The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the Lease Agreement.

3.14 PREPARATION AND SUBMISSION OF PROPOSAL

The Bids should be submitted in the forms prescribed under this section, and the relevant Annexure in **Section 5**.

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3.14.1.The completed Bids shall be accepted only up to the date and time as specified in under the bid schedule of Section-2 of this RFP document. Bids have to be submitted online on the website https://eprocure.gov.in/eprocure/app.

DMRC, at its sole discretion, retains the right, but is not obligated to extend the Bid Due Date, by issuing an addendum to those Bidders who have purchased the Bid document from the office of the DMRC and by also placing the same on the website https://eprocure.gov.in/eprocure/app.

- 3.14.2The Bidders shall furnish the information strictly as per the formats given in **Section 5** of this document without any ambiguity. The DMRC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.
- 3.14.3 In case of a Consortium, wherever required, the Bid must contain such information individually for each member of the Consortium.
- 3.14.4 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly Bid for the Project, The MOA shall also include the nomination of the Lead Member in the Consortium, and clearly outline the proposed shareholding and responsibilities of each member at each stage of the Project. The MOA should also clearly indicate that all the Consortium Members shall be jointly & severally responsible for execution of the Project & subsequent operationalization of the Lease Agreement during entire Lease Period.
- 3.14.5 All Proposals/Bids shall be signed by the duly 'Authorized Signatory' of the Bidder. In case of a Consortium, the proposal shall be signed by the duly Authorized Signatory of the Lead Member. The Bidders shall submit a supporting Power of Attorney (POA) authorizing the Signatory of the Proposal, to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney and such POA shall be signed by all members of the Consortium and shall be legally binding on all of them.
- 3.14.6The Proposal shall be initialed on each page by the Authorized Signatory in unequivocal acceptance of all the terms and conditions of this Bid Document. All the alterations, omissions, additions, or any other amendments made to the Proposal shall mandatorily be initialed by the Authorized Signatory.
- 3.14.7All the witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid Documents shall be dated.
- 3.14.8Bidders are required to submit only one set of the Bids, including the Original RFP issued to them which is signed on each page in acceptance of all the terms and conditions of the Bid Document.
- 3.14.9 Any firm, which submits or participates in more than one Bid for the said Project shall be disqualified and shall also cause the disqualification of all the Consortia in which it is a Member.

For Eldeco Infrastructure & Properties Ltd.

28



3.15 SUBMISSION OF BIDS

- 3.15.1The RFP Document cost and tender security shall be submitted to the office of the Executive Director/Contracts as specified in bid document.
- 3.15.2The technical package/qualification documents shall be uploaded online on the website https://eprocure.gov.in/eprocure/app and shall contain the following:
 - Letter of Application and Interest (As per Annexure 1)
 - Scanned copy of RFP Document cost and tender security
 - General Information of the Bidder (As per Annexure 2)
 - > Summary of Financial Capability (As per Annexure 3)
 - Affidavit (As per Annexure 5)
 - Conceptual Site Plans and Area Breakup Statement (As per Annexure 6) as stated in clause 3.2.2 of RFP document.
 - Memorandum of Agreement (MOA) in case of a Consortium (As per Annexure 7)
 Attested (by Distt. Magistrate / Gazetted officer) copy of the Partnership Deed in case of a Partnership
 - Power of Attorney for Signing of the Application (As per Annexure 8)
 - Undertaking for not being banned (As per Annexure 11).
 - A declaration (As per Annexure-12) stating that the tender document/addendums/clarifications, if any, placed upto the date of opening of bids on the e-tendering portal [https://eprocure.gov.in/eprocure/app] have been downloaded and considered in our tender submission and confirming their unconditional acceptance to all the terms and conditions.
- 3.15.3The Financial Proposal (as per Annexure 4) shall be uploaded online on the website https://eprocure.gov.in/eprocure/app. The rates shall be quoted in the excel file provided in the bid documents. The tenderer shall download the excel file and after quoting their rates upload the same accordingly. The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.
- 3.15.4 Tender cost and EMD received after proposal Due Date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.
- 3.15.5 DMRC will not be responsible for delay, loss or non receipt of 'Tender Security' (EMD) and 'Cost of Tender Document' (Tender Cost) sent by post / courier

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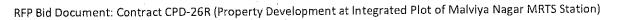
3.16 BIDDER'S RESPONSIBILITY

3.16.1 It would be deemed that prior to the submission of the Bid; the Bidder has made a complete and careful examination of:

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000127

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- a) The requirements and other information set forth in this RFP document.
- b) The various aspects of the Project including, but not limited to the following:
 - (i) The site, existing facilities, encumbrances within the sites and structures, the access to the roads and the utilities;
 - (ii) All other matters that might affect the Bidder's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the Project.
- c) All the Bids shall be signed by the Bidder or the duly authorized signatory of the Bidder.
- d) Bidder shall visit the Project Site at its own cost before submitting the Bid.
- 3.16.2 The DMRC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. The Bids that are not substantively responsive to the requirements of this RFP document shall be rejected as non responsive.

3.17 MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 3.17.1 No Proposal shall be modified or withdrawn by the Bidder after the Bid Due Date.
- 3.17.2 Withdrawal of a Bid during the interval between Bid Due Date and the expiration of the Bid Validity Period would result in the automatic forfeiture of the EMD.

3.18 OPENING OF BIDS

- 3.18.1The Technical Package of all bidders who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of bidders who choose to attend on date & time as mentioned in tender document in the office of the Executive Director/Contracts, DMRC, 5th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001. Bidders may visit DMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. Bidders can also see the Technical Sheets (check-list) of other bidders after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered.
- 3.18.1(a) On opening of the Tender, DMRC will first check the tender cost and tender security through online mode by cross verifying with the hard copy submitted.
- 3.18.1(b) If the documents do not meet the requirements of DMRC, a note will be recorded accordingly by the Tender Opening Authority.
- 3.18.1(c) The bidders name, details of the tender security and such other details as the DMRC or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

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30

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- 3.18.1(d) The digitally signed financial package which bidder have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those bidders whose submissions are found substantially responsive and technically compliant to the tender conditions will be opened. The time of opening of financial package shall be informed through website only. Bidders can visit to DMRC e-procurement website for further information.
 - 3.18.2The DMRC reserves the right to reject any Proposal and forfeit the EMD, if
 - a) It is not signed, sealed and marked as stipulated in Clause 3.16.
 - b) The information and documents have not been submitted as requested and in the formats specified in the RFP.
 - There are inconsistencies between the Proposal and the supporting documents.
 - d) It does not mention the validity period as set out in Clause 3.13.
 - e) It provides the information with material deviations, which may affect the scope or performance of the Project.
 - f) There are conditions proposed with the Technical and/or Financial Proposals.
 - 3.18.3 A material deviation or reservation is one:
 - a) which affects in any substantial way, the scope, quality, or performance of the Project, or
 - b) which limits in any substantial way, inconsistent with the RFP document, the DMRC's rights or the Bidder's obligations, or
 - c) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive Bids.
 - d) No request for modification or withdrawal shall be entertained by the DMRC in respect of such Proposals.

3.19 RESPONSIVENESS OF BIDS

- 3.19.1 Before evaluation of Bids, DMRC will determine whether the Bid is responsiveness to the requirements of Bid Documents. A Bid/Proposal shall be considered 'responsive' only if:
 - i) it is received by the deadline for submission of Bid/Proposal;
 - ii) It contains information complete in all respect as required in the Bid Documents(in the formats specified);
 - iii) it is signed, sealed and marked as stipulated;
 - iv) it is accompanied by receipt of Bid Document Fee;
 - v) it is accompanied by the EMD/ Bid Security;
 - vi) it is accompanied by the relevant Power(s) to Attorney (ies) and Undertakings as specified in Bid Forms;

vii) The document is accompanied by the Checklist as prescribed.

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31

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- 3.19.2If any of the above criteria is not fulfilled, in any manner whatsoever, the proposal shall be treated as non-responsive. The decision of DMRC on the responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid/Proposal which is non responsive may be rejected.
- 3.19.3To facilitate checking the responsiveness and evaluation of Bids, DMRC may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by DMRC for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, DMRC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.
- 3.19.4 No Bidder shall however have the right to (i) give any clarification unless asked for by DMRC, in any manner whatsoever, with respect to the bidding process, or (ii) intervene in any manner whatsoever, in the bidding process.

3.20 EVALUATION OF BIDS

The Bids of the Bidders shall be evaluated in two stages. "Tender Security" and "Technical Qualification" will first be evaluated which will cover following items:

- 3.20.1 First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form as stated in Clause 3.10 above. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of technical evaluation will be done as per Clause 3.5, 3.6, 3.8, 3.13, 3.18 and 3.19 above.
- **3.20.2** Bids not considered substantially responsive and not full-filling the requirements of the tender document as evaluated above shall be rejected by DMRC and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- **3.20.3** If any tender is rejected, pursuant to paragraph 3.20.2 above, the Financial Package of such bidder shall not be opened.
- **3.20.4**The decision of DMRC as to which of the tenders are not substantially responsive shall be final.
- 3.20.5 In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such bidder shall not be opened.

3.20.6 Evaluation of Financial Proposals:

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32



All technically acceptable tenders will be eligible for opening of their financial proposals. DMRC shall notify all technically qualified Bidders to attend the opening of the financial proposal. The financial proposal will then be opened online in front of attending Bidders.

DMRC will evaluate and compare the Bids previously determined to be eligible and responsive. If there is a discrepancy between words and figures, the amount in words shall prevail and shall be binding on the Bidder. Bidders shall note that in case of difference between the calculations submitted by the Bidder and the calculations computed by DMRC (if any), the calculations computed by DMRC shall prevail.

The Bidders with the highest Bid may also be requested to make a presentation at their own cost, for clarifications, additional information on Bidder's capability, concept plan and the business proposal in this regard to DMRC. DMRC may seek further clarifications and make suggestions in respect of the proposal which should not in any manner effect a change in the Lease Fee quoted by such Bidder or the manner of its payment and also should not constitute any material deviation affecting the relative position of any Bidder and also should not be inconsistent in any substantial way with the Bid Documents. The Bidder shall be obliged to incorporate these suggestions in his planning/proposals.

- 3.20.7 The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid shall be rejected & the EMD shall be forfeited.
- **3.20.8**The Bidder found eligible and quoting the highest amount as **Lease Fee** in its Proposal shall normally be declared as the Selected Bidder for the Project.
- 3.20.9In the event of two or more technically qualified Bidders quoting same amount in financial proposal for the Project, DMRC may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the higher amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.
- 3.20.10 However, the confirmation of the highest Bid shall be at the sole discretion of the DMRC who does not bind itself to confirm to the highest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.
- 3.20.11 Further, in the event of the highest Bidder withdrawing its offer or not being selected for any reason in the first instance for the Project, (the "First Round of Bidding"), DMRC without being under any obligations to do so, may, at its sole discretion, either invite the next higher Bidder to revalidate and/ or extend its EMD, as necessary and also match the Bid of the aforesaid highest Bidder for the Project or annul the bidding process as deemed appropriate by DMRC in its sole discretion.

3.21 RIGHT TO REJECT BIDS

3.21.1The DMRC reserves the right to reject any Bid if it is of the opinion that the Bidder lacks the expertise, experience and is not in possession of regulative infrastructure required for

33

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the purpose of the Project. The discretion of the competent authority of DMRC in this respect shall be final and binding on all the Bidders.

- 3.21.2 The DMRC reserves the right to reject any/all Bids including the highest Bid or withdraw the Bid at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Bidder or any obligation upon the DMRC.
- 3.21.3 The Bidder hereby voluntarily and unequivocally agrees that DMRC shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Bids and the Bidder shall not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from DMRC.

3.22 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

3.22.1 If it is discovered at any point of time that any Bidder has suppressed any facts or has given a false statement or has made any misrepresentation or has committed a fraud or has violated any of the terms of this Bid, the Bid shall be disqualified by DMRC. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified/rejected. In such an event, the Bidder shall not be entitled to any compensation whatsoever, or refund of any amount/s deposited / paid by it.

3.23 DISPUTES

- 3.23.1 All disputes between the selected Bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the draft Lease Agreement. During the bidding process, no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.
- 3.23.2 The Courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this RFP document.

3.24 CONFIDENTIALITY

3.24.1The information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. DMRC will treat all the information submitted as part of all the proposals in confidence and will insist that all that have access to such material treat it in confidence. DMRC will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to statutory compliances.

3.25 ACCEPTANCE OF THE OFFER

3.25.1 After the Bids are accepted by the competent authority of DMRC, the LOA shall be issued to the Selected Bidder.

For Eldeco Infrastructure & Properties Ltd.

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3.26 EXECUTION OF LEASE AGREEMENT

- 3.26.1 The Selected Bidder shall be required to pay the Upfront Lease Fee (Service Taxes extra) as per prescribed scheduled and deposit the requisite Performance Security to the DMRC within 30 days of issue of the LOA.
- 3.26.2 The Lease Agreement shall be executed within a period of 7 days from the payment of Upfront Lease Fee & Performance Security by the Selected Bidder to the DMRC which shall be the Commencement Date of the Project. Prior to signing of the Lease Agreement, the Selected Bidder shall submit the certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the DMRC. Also, joint measurement of the land shall be made by DMRC and authorized representative of selected bidder before signing of the Lease agreement. The actual area calculated will be incorporated in the agreement and Upfront Lease Fee will be adjusted accordingly.
- 3.26.3The access to the Leased land shall be granted to the Selected Bidder only upon execution of the Lease Agreement.
- 3.26.4The responsibility for registration of lease agreement shall vest with the selected bidders. The **cost of stamp duty** for execution of the Lease Agreement, the registration charges and any other related documentation charges and the incidental charges will be borne by the Selected Bidder.
- 3.26.5In case of failure to sign the Lease Agreement within the stipulated time, the DMRC shall retain the right to cancel the LOA and forfeit the Bidder's EMD and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.
- 3.26.6The failure to meet the abovementioned conditions, shall be construed as a breach of the Selected Bidder and DMRC shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder and appropriate the EMD and any other amount deposited till that time as 'Damages'.

3.27 UNSUCCESSFUL BIDDERS

The Tender Security received from the Bidders who are not selected shall be returned by DMRC within 30 (Thirty) days of the declaration of the Selected Bidder. The EMD/ bid security shall be returned without payment of any interest.



For Eldeco Infrastructure & Properties Ltd.

RFP Bid Document: Contract CPD-26R (Property Development at Integrated Plot of Malviva Nagar MRTS Station)



SECTION 4 GENERAL CONDITIONS OF LEASE AGREEMENT

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For Eldeco Infrastructure & Properties Ltd.

36



GENERAL CONDITIONS

4.1 Leased Site

- 4.1.1 After signing of LOA and execution of Lease Agreement, the Selected Bidder shall be granted access to the subject land to construct, operate, manage and maintain the subject land as mentioned in Clause 2.1 of this RFP and as detailed in Annexure – 6 of this RFP document.
- 4.1.2 Areas indicated in Clause 2.1 above and Annexure 6 hereto, are approximate. Actual area shall be measured jointly at the time of providing access to the Leased Site(s) / subject land and in case there is any variation in the area, the Upfront Lease Fee shall be adjusted on pro-rata basis.
- 4.1.3 In case any additional FAR over and above the existing FAR Or additional land area including land G1 (2533 Sqm) as detailed under clause 1.1.8 of RFP (the 'Additional Area') is available in future, the Additional Area may be allotted to the Lessee at the sole discretion of DMRC on the request made by the Lessee upon payment of additional Upfront Lease Fees (at applicable rate at that time by increasing @20% every three year as done in the case of recurring payment) and the Annual Lease rate of Lease Fee on the date of such request made by the Lessee on pro rate basis. The Lease Period of such Additional Area shall however be co-terminus with the Lease Agreement. All cost associated with the additional FAR including but not limiting to the FAR conversion charge will be borne by Lessee.

4.1.4 Additional FAR through possible implementation of TOD Norms:

Benefit of TOD on this plot could not be availed due to building height restriction imposed by NMA as this plot fall in the NMA regulated zone i.e. 100m - 200m from Rai Pithora Qila.

However, in future, if any, advantage of increased FAR area due to TOD may be availed as "Additional Area" per clause 4.1.3 of this document.

4.2 Period of 'Lease'

- The access to the Site shall be granted to the Selected Bidder immediately from the date of execution of the Lease Agreement (commencement date) which shall be executed within a period of 7 days from the payment of Upfront Lease Fee & Performance Security by the Selected Bidder to the DMRC (hereinatter referred to as "Commencement Date").
- 4.2.2 The Lease granted under the Lease Agreement shall be valid for a period of 50 (Fifty) years from the Commencement Date or early if the lease Agreement is terminated by the

37

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GENERAL CONDITIONS

4.1 Leased Site

- 4.1.1 After signing of LOA and execution of Lease Agreement, the Selected Bidder shall be granted access to the subject land to construct, operate, manage and maintain the subject land as mentioned in Clause 2.1 of this RFP and as detailed in Annexure-6R of this RFP document.
- 4.1.2 Areas Indicated in Clause 2.1 above and Annoxure 6 hereto, are approximate. Actual area shall be measured jointly at the time of providing access to the Leased Site(s) / subject land and in case there is any variation in the area, the Upfront Lease Fee shall be adjusted on pro-rata basis.
 - 4.1.3 In case any additional FAR over and above the existing FAR Or additional land area (the 'Additional Area'), the Additional Area may be allotted to the Lessee at the sole discretion of DMRC on the request made by the Lessee upon payment of additional Upfront Lease Fees (at applicable rate at that time by increasing @20% every three year as done in the case of recurring payment) and the Annual Lease rate of Lease Fee on the date of such request made by the Lessee on pro rate basis. The Lease Period of such Additional Area shall however be co-terminus with the Lease Agreement. All cost associated with the additional FAR including but not limiting to the FAR conversion charge will be borne by Lessee.

Also, the Existing metro commuter parking area measuring approx. 3750 Sqm can be made part of plot being concessioned under this tender but it may be used only for landscaping purpose with committed provision of 120 ECS parking for metro commuters in this location. However, the area used for dedicated entry / exit from the existing metro commuter parking shall be considered as 'Additional Area".

4.1.4 Additional FAR through possible implementation of TOD Norms:

Benefit of TOD on this plot could not be availed due to building height restriction imposed by NMA as this plot fall in the NMA regulated zone i.e. 100m - 200m from Rai Pithora Oila

However, in future, if any, advantage of increased FAR area due to TOD may be availed as "Additional Area" per clause 4.1.3 of this document.

4.2 Period of 'Lease'

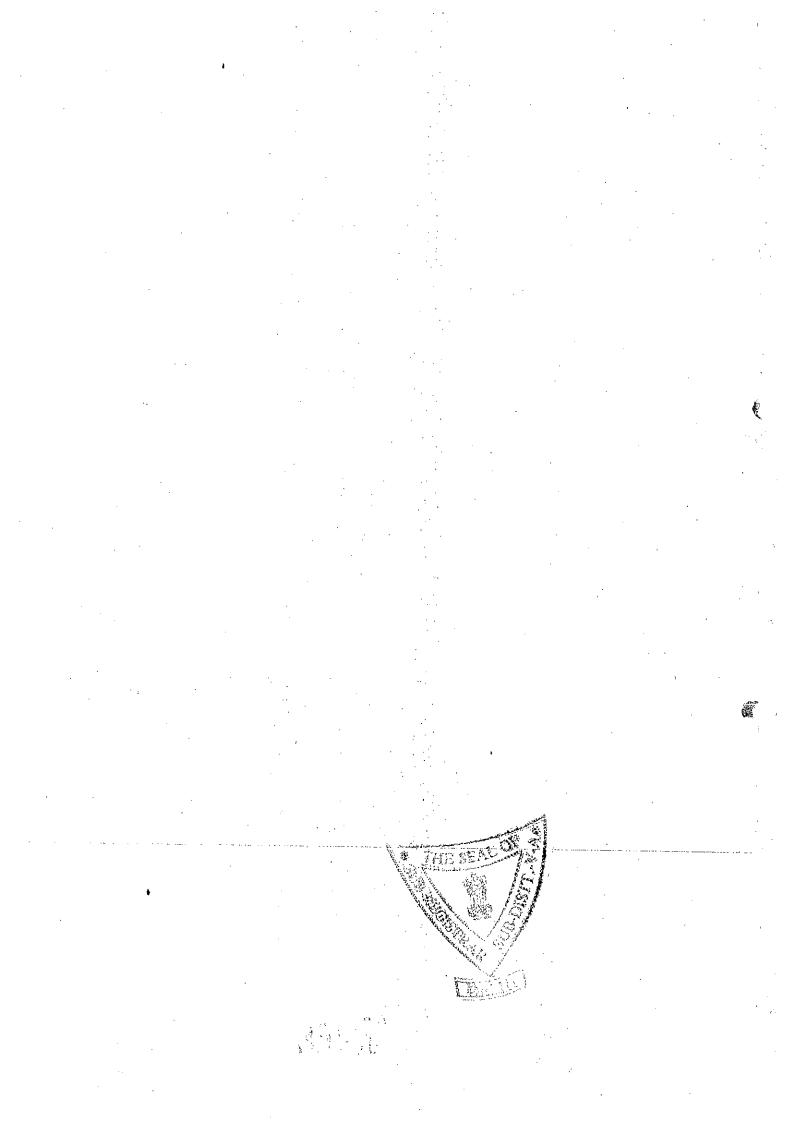
- 4.2.1 The access to the Site shall be granted to the Selected Bidder immediately from the date of execution of the Lease Agreement (commencement date) which shall be executed within a period of 7 days from the payment of Upfront Lease Fee & Performance Security by the Selected Bidder to the DMRC (hereinafter referred to as "Commencement Date").
 - 4.2.2 The Lease granted under the Lease Agreement shall be valid for a period of **50 (Fifty) years** from the Commencement Date or earlier if the lease Agreement is terminated by the

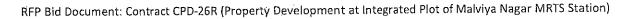
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DMRC at its sole discretion. The Selected Bidder shall be obliged to pay the Lease Fee and all other payments as per the terms of the RFP and Lease Agreement during and for the period of lease

4.3 Moratorium Period

4.3.1 For carrying out the construction works etc. the successful bidder would be permitted a Lease Rent Fee free period upto 3 years from the date of signing of the Lease Agreement (hereinafter referred to as "Moratorium Period").

4.4 Right to Sub-Lease

- 4.4.1 The Lessee (considering Bidder as lessee) shall be entitled to sub-Lease the built up site to any person or entity (the "Sub-Lessee"), only after adding the necessary structures and utility services. Further licensing by a Sub- Lessee to sub-sub-lessee shall be permitted. Further licensing by a sub-sub-Lessee shall not be permitted.
- 4.4.2 The sub-Lease shall however be for the use of the Site, during the subsistence of the Leased Period only with a clear stipulation that all such sub-Lease granted shall terminate simultaneously with the termination of the Lease Agreement, including on sooner determination of the Lease Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Lessee-shall specifically stipulate this covenant of termination of the rights of the Sub-Lessee, and further that such Sub-Lessee shall not have any claim or seek any compensation from DMRC for such termination.
- 4.4.3 The Lessee shall prepare a draft standard format of the sub-Lease agreement, which will be required to be signed by the Sub-Lessee for use of the subject Site. Prior written approval of DMRC shall be obtained by the Lessee in respect of such standard draft. DMRC may specify certain covenants to be incorporated in the sub-Lease agreement to protect its interests. Only after such covenants are incorporated in the sub-Lease agreement, the Lessee will be entitled to enter into Sub-Lease agreement and shall be required to submit copies of each such Leases to DMRC for verification and record. In case of any deviation from the above-mentioned standard draft sub-Lease agreements, the Lessee shall obtain the prior written consent and approval of the DMRC before entering into an agreement with a Sub-Lessee. DMRC reserves the sole right not to give consent /approval to such a request and no compensation or claim on this account will be entertained in this regard.

4.5 End of the Lease Period

4.5.1 At the end of the Lease Period by efflux of time or premature termination for any reason whatsoever, all rights given under the Lease Agreement shall cease to have effect including its rights over the subject Site and the entire facility thereof shall transfer back to

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38

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DMRC, at nil value. The Lease Agreement does not create any property rights in favour of the Lessee and the property at all times belongs to DMRC. All the furniture and fixtures and other assets permanently attached to the Project Facility shall revert to DMRC without any obligation on DMRC to pay or adjust any consideration or other payment to the Lessee. DMRC at its own discretion may allow the sub- Lessee / tenant(s) / end user(s) to continue on mutually negotlable terms and conditions.

4.5.2 For the purpose of clarification, at the end of the Lease Period, on any ground whatsoever, the DMRC shall have the absolute right to run the Project Site on its own, or re-Lease or lease it to any third party or to manage it in any other manner as it may deem fit in its sole discretion.

4.6 Approvals from DMRC

- 4.6.1 All communication in all matters regarding the approvals related to the subject Site shall be forwarded to the nodal officer as appointed by the DMRC. The nodal officer shall act as a single window for the Lessee and shall be responsible for all the matters related to the subject Site.
- 4.6.2 The Lessee shall forward all requests, such as approval of plans etc. related to the Leased Site(s) to the nodal officer. Such requests, if completed in all manners, may be approved / rejected / processed / amended (in case other organizations are involved for approvals such as DFS, DDA etc) by the DMRC within 30 days of the receipt of the request.
- 4.6.3 The nodal officer for this Bid will be the Chief Engineer (Property Development), DMRC or any other successor officer nominated by DMRC in this regard.

4.7 STATUTORY CLEARANCES

- 4.7.1 The Lessee shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor site. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Lessee. The Lessee shall also ensure that the proposed property development is neither an impediment for smooth flow of traffic nor a safety hazard for the station structure and for commuters. The Lessee shall also ensure that all station utilities and facilities falling within the subject Site, if any, will be kept accessible and the Lessee shall not interfere or tamper with those installations at any time.
- 4.7.2 Notwithstanding anything mentioned above, the Lessee is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the Project Site for the development works to be undertaken.
- 4.7.3 Lessee will submit the plans and drawings to DMRC for clearance so as to enable them to submit these plans further to other statutory bodies for approvals.
- 4.7.4 The Lessee shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, fire fightings etc. It is to be clearly understood that all such clearances are to be obtained by the Lessee and the DMRC may only provide

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- assistance wherever possible without any obligation. However, requisite approvals from local authorities will required to be taken by Lessee.
- 4.7.5 Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the Leased Site(s) for desired commercial purposes/ business, will be sole responsibility of the Lessee. DMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- 4.7.6 The Lessee shall make fire-fighting arrangements of his own for the entire site. Such fire-fighting arrangements should conform to the National Building Code, Delhi Building Byelaws and Delhi Fire Safety (Fire Prevention) Rules throughout the concession period.
- 4.7.7 If during the Lease period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Lessee/ developer and DMRC shall not be liable for any such claims. The Lessee / developer would be responsible for the payments arising out of any third party claims. The developer is advised to procure insurance for meeting such liabilities at his own cost.
- 4.7.8 The Lessee shall at all times adhere to all provisions of the Delhi Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by DMRC in this regard.

4.8 ASSIGNABILITY & ENCUMBRANCES

- 4.8.1 Except for sub- leasing the use of the Leased Site(s) as per the terms of this RFP, the Lessee shall not assign any of its rights, or interest in this Lease Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.
- 4.8.2 The concessionaire may subject to the first and paramount charge of DMRC over the receivables from the sub-licensees and other users of the built up space and facilities, for the payment of the amounts becoming due to DMRC, create **second or further charge** over the receivables as the security to recognized Financial Institution(s)/Banks for financial assistance and funding of the Project.
- 4.8.3 Under no circumstance, shall the building or facilities constructed or installed at the Leased Site(s) be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders / Financial Institution(s) / Banks etc.
- 4.8.4 Further, it is clarified that the Lessee will be completely responsible for any loss of life or property in case of an emergency and/or due to the non-functioning of any system, including but not limited to the fire safety system that is exclusively under scope and control of Lessee. The DMRC shall not be responsible for any loss of life and property in PD premises due to any reason including but not limited to malfunctioning of the fire system in case of any fire emergency within the Leased site.

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4.9 PAYMENTS TO DMRC

4.9.1 In lieu of the rights transferred to the Lessee for the subject Site, the Lessee shall make following payments to DMRC in manner given below:

a) Part A: Fixed Upfront Fee ((Non Refundable and Non Negotiable) as below:

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Plot	Total Area (Sq. m.)	Upfront Fee (Rs in Cr)*		
Integrated Plot at Malviya Nagar MRTS station	12219	Rs 50 Crores (Rupees -Fifty Crore Only) + Applicable Service Tax		

The 25% of Upfront Lease Fee shall be payable within 30 days of issue of LOA and remaining 75% of lease Upfront Fee within 90 days of issue of LOA.

b) Part B: Advance Lease Fee (as Bid Variable to be quoted by bidder)

In addition to any outstanding dues over the Lessee, it shall make advance payments for Lease Fee of Rs. _____ only on quarterly basis to the DMRC at the rate quoted in its Financial Bid (Refer to the format given in Annexure 4 of Section 5) within 7 days of commencement of respective quarter. All the taxes including the service tax, as applicable from time to time shall also be paid by the Lessee in addition to the amount of the quoted rate of the Lease Fee. The Advance Lease Fee shall be payable from the day falling after the date of the completion of the Moratorium Period.

The Advance Lease Fee for a specified quarter shall be worked out by multiplying the area of the Leased Space(s) with the per month quoted rate of Lease Fee and further multiplying it by 3 (Lease Fee = Area X NN X 3).

- c) Service tax as applicable will be borne solely by the Lessee.
- d) All other statutory taxes, statutory dues, local levies, stamp duty as applicable shall be charged extra from the Lessee. Property tax of the Leased area shall be paid by lessee directly to the respective authority at applicable rates. The Lessee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this Lease Agreement.
- 4.9.2 The Advance Lease Fee referred to above shall be escalated @ 20% every 3 (three) year from the date of commencement. Other applicable charges such as security deposit shall be escalated @20% every 3 (three) year from the date of commencement.

The Advance Lease Fee in Clause 4.9 for the subject Site shall become payable from the day after the date of completion of the **Moratorium Pariod**.



For Eldeco Infrastructure & Properties Ltd.





4.9 PAYMENTS TO DMRC

4.9.1 In lieu of the rights transferred to the Lessee for the subject Site, the Lessee shall make following payments to DMRC in manner given below:

a) Part A: Fixed Upfront Fee ((Non Refundable and Non Negotiable) as below:

Plot	Total Area (Sq. m.)	Upfront Fee (Rs in Cr)*
Integrated Plot at Malviya Nagar MRTS station	12219	Rs 50 Crores (Rupees -Fifty Crore Only) + Applicable Service Tax

The 25% of Upfront Lease Fee shall be payable within 30 days of issue of LOA and remaining 75% of lease Upfront Fee within 90 days of issue of LOA.

b)	Part B: Advance Lease Fee (as Bid Variable to be quoted by bidder)
,	In addition to any outstanding dues over the Lessee, it shall make advance payments
	for Lease Fee of Rs only on quarterly basis to the DMRC at the rate quoted
	in its Financial Bid (Refer to the format given in Annexure 4 of Section 5) within 7 days
	of commencement of respective quarter. All the taxes including the service tax, as
	applicable from time to time shall also be paid by the Lessee in addition to the amoun
	of the quoted rate of the Lease Fee. The Advance Lease Fee shall be payable from
	the day falling after the date of the completion of the Moratorium Period.

The Advance Lease Fee for a specified quarter shall be worked out by multiplying the area of the Leased Space(s) with the per month quoted rate of Lease Fee and further multiplying it by 3 (Lease Fee = Area \times NN¹ \times 3).

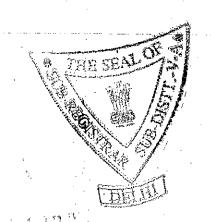
- c) Service tax as applicable will be borne solely by the Lessee.
- d) All other statutory taxes, statutory dues, local levies, stamp duty as applicable shall be charged extra from the Lessee. Property tax of the Leased area shall be paid by lessee directly to the respective authority at applicable rates. The Lessee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this Lease Agreement.
- e) In addition, the Lessee will be charged @120 / Sqm / month (plus applicable Service Tax) for the leasing of existing metro commuter parking area to the Lessee. The rate of parking area to be escalated @20% every 3 years from commencement date.
- 4.9.2 The Advance Lease Fee referred to above shall be escalated @ 20% every 3 (three) year from the date of commencement. Other applicable charges such as security deposit shall be escalated @20% every 3 (three) year from the date of commencement.

The Advance Lease Fee in Clause 4.9 for the subject Site shall become payable from the day after the date of completion of the **Moratorium Period**.

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- 4.9.3 In case of extension of the Commencement Date or Moratorium Period or both, as the case may be, for whatsoever reason, the escalation on the Advance Lease Fee and other charges, if applicable, shall be counted @ 20% every 3 year from the date of commencement. The Lessee will make the payments for each quarter in advance within seven days of the commencement of the respective quarter.
- 4.9.4 Any delay in payments in the preceding Clauses shall attract penalty of interest @20% per annum on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by DMRC. The delays beyond 60 days of the due dates for the payment of the respective Advance Lease Fee shall be treated as 'Lessee Events of Default'. In such an eventuality the DMRC retains the right to en-cash the Performance Security and claim damages from the Developer and even terminate the Lease Agreement as mentioned in the 'Performance Security' Clause of the Draft Lease Agreement.
- **4.9.5** In the event of default of Lessee in making payments of Upfront Lease Fee, Advance Lease fee, taxes or any other dues towards DMRC in prescribed time, DMRC shall have the rights including but not limited to restrict the access of Lessee in leased premises and recover all dues along with interest.

4.10 Extension of Date of Commencement / Moratorium Period / Lease Period

If in event of, the progress of work being delayed by any act or neglect of DMRC or its employees or by other contractor / Lessee employed by DMRC or in executing the works on which Lessee's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Lessee's own default etc, then upon happening of any such event Lessee shall immediately bring it to the notice of DMRC within 30 days of happening of such an event and accordingly either Commencement Date or Moratorium Period or Lease Period individually or in combination may be extended suitably, as in the opinion of DMRC are reasonable having regard to the nature and period of delay and the type and quantum of works affected thereby.

Apart from above, the Lessee shall not be eligible for any other compensation for works so carried forward to the extended period of time. In addition, Lessee shall also make constantly its best endeavours to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of DMRC to proceed with the works.

Any failure or delay by DMRC to provide the Lessee possession of the Leased Site(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the DMRC due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the Lease Agreement or alter the character thereof or entitle the Lessee to any damages or compensation.

Nevertheless, in the event of the delay being due to reasons being attributable to Lessee, or its failure to complete its obligations within specified time as per the Lease Agreement,

42

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for the reasons other than the reasons attributable to DMRC, Lessee shall not be entitled for any extension of date of Commencement Date or Moratorium Period or Lease Period whatsoever.

- **4.11** Operational structures existing in the area, if any, will not be disturbed by Lessee. The setbacks should be planned in such a way that the existing structures should not be disturbed till the alternative one, if any, is not commissioned.
- **4.12** The operational structures of DMRC including station building, ancillary buildings, commercial portion under occupation by DMRC's Lessee, and area under setbacks etc. will not be handed over to the Lessee at any time.
- 4.13 Lessee will provide safe access passage for station commuters at all times. Passage shall be in accordance with requirements of DMRC during the entire term of Lease Agreement.
- 4.14 Lessee shall provide unfettered access to the authorized representative of DMRC and its operation staff for the purpose of maintenance works, if applicable, inside the specified area including the temporary land G1 at all times during the Lease period.
- **4.15** The Lessee will have to take statutory clearance from DMRC and other concerned government agencies for removal of existing trees, if any, from the site.
- **4.16** The Lessee shall plan the layout in such manner that it provides access to station and ancillary buildings such as ASS room. Fire sump and pump room etc all the time, as well as meets the requirement of Bye laws enacted by local bodies.
- 4.17 The Lessee will not cordon off the metro station, and fire access road from project site, by constructing any structure which restrict visibility and may cause obstruction to fire tender route / fire escape area. Lessee will also ensure visibility on the surroundings of metro station from and to the project site.
- 4.18 The shifting of the existing operational structures and utilities, if found during excavation or otherwise, on the subject site shall be done by the Lessee within 6 month period under the supervision of DMRC.
- 4.19 Lessee shall plan the layout of the property development area as per NMA clearance accorded to DMRC vide letter No. letter No. F.NO.2-9/557/2013-NOC/NMA dated18.03.2014 for proposed property development at Malviya Nagar integrated plot ("Project Site").
- 4.20 During the construction activities the Lessee shall strictly follow the guidelines issued by DMRC and DMRC's manuals on Safety, Health and Environment and Safety, Health and Occupational Hazard on construction sites (OHSAS Manual).

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4.21 Lessee shall ensure the quality of the work and submit Audit Report on Quality of Construction and Material before and after commencing the construction work.

- **4.22** Lessee shall design the proposed Property development building for design life of 70 years or higher.
- 4.23 Lessee shall also indemnify DMRC against any damages / claims due to any loss of life or property due to construction / operation of the property development project.
- 4.24 Lessees shall strictly adhere to the extant bye laws, rules issued by the local authority during entire lease period.
- 4.25 Lessee shall study the Traffic Impact Assessment of the project and provide the amenities / service area / parking etc. to cater the additional demand generated due to commissioning of the Project.
- 4.26 The Lessee will have to satisfy himself for business prospects, development parameters and applicable norms, and certify that he has made site visit and conversant to the site proposed for property development before undertaking the bid submission process in the subject area. No compensation, claim or damages will be entertained by DMRC in this regard. The Lessee shall develop the project facilities and thereafter operate and maintain them throughout the Lease Period. The act of granting permission to develop the Project Facility at the Site and to Lease the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Project Facility or any part thereof including any permanent fixtures, fittings, etc. installed in the structure of the Project Facility in favour of the Lessee or any Sub-Lessee.
- 4.27 The subject site at Malviya Nagar Metro Station shall be leased to the Lessee for the purpose of Property development only.
- 4.28 The Lessee must note that they would be required to follow the FAR regulations, Ground Coverage regulations, minimum parking requirement, and other statutory rules/ regulations as per the Master Plan of Delhi and other prevalent applicable regulations.
- 4.29 Planning of Project as per Transit Oriented Development (TOD) policy:

Benefit of TOD on this plot could not be availed due to building height restriction imposed by NMA as this plot fall in the NMA regulated zone i.e. 100m – 200m from Rai Pithora Qila.

However in future, if any, advantage of increased FAR area due to TOD may be availed as "Additional Area" per clause 4.1.3 of this document.



For Eldeco Infrastructure & Properties Ltd.

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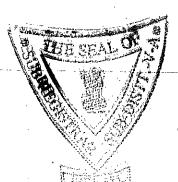
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SECTION 5

(ANNEXURES)

Formats for Submission

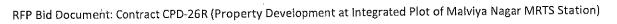


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Authorised Signator

Annexure 1 Letter of Application

(To be submitted and signed by the Bidder's authorized signatory)

The Executive Director / Contracts, 5th Floor, "A" Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110001.

Sub: RFP for Property Development at Malviya Nagar MRTS Station, Delhi

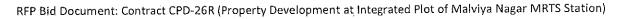
	Sub: RFP for Property Development at Malviya Nagar Mitto Station, Benn
Sir,	
1.	Being duly authorized to represent and act for and on behalf of
2.	The Tender Security in the form of Demand Draft / Pay Order / Bank Draft / irrevocable bank guarantee / Fixed Deposit Receipt in favor of Delhi Metro Rail Corporation Ltd. have been deposited before dead line of tender submission as specified in NIT".
3.	DMRC and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.
4.	DMRC and its authorized representatives may contact the following persons for any further information:
	Name of the person (s): Address: Phone: Fax:
5.	This application is made with full understanding that: For Eldeco Infrastructure & Properties Ltd

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- (a) Bids will be subject to verification of all information submitted at the time of bidding.
- (b) DMRC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
- (c) DMRC shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
- 6. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
- 7. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the Bid. We have also visited the Project Site for the assessment and have made our own due diligence and assessment regarding the Project.
- 8. We agree to keep our offer valid for one hundred eighty (180) days from the date of submission, of Proposal thereof and shall not make any modifications in its terms and conditions, which are not acceptable to the DMRC and are in violation of the terms of the Bid Documents. We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
- 9. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by DMRC. We agree that, without prejudice to any other right or remedy, DMRC shall be at liberty to forfeit the entire EMD.

				•
	rised signatory and seal of Bidder		Date:	
Encl:		-1,		
1)	The Tender Security of Rs	only)	in the form of	Demand Draft/Pav
2)	Order/ BG bearing Nodrawn upon Power Of Attorney for signing of Application	-	(bank) dated	
	(Suggested Format at Annexure 8)	. Dour	resolution author	ising the signatory
3)	Memorandum of Agreement (MOA) in case of	a Coi	nsortien	
4)	Relevant Submissions as per the given Forma	The second s		
	BAN 47th		For Eldeco Infras	tructure & Properties Ltd.
	0.0014			Authorised Signatory





Annexure 2 BIDDER RELATED INFORMATION

2.1 Important Instructions:

- The information requested for should be strictly filled in the blank sites provided for this 1. purpose.
- There shall be no overwriting or corrections while filling the forms. Overwriting or 2. corrections shall make the offer null and void

NOTE: In case of a Bidder being a consortium, all of the consortium members are required to provide the following details-

	required to provide the following	ing document
SI.	Particulars	
(i)	Name of Applicant / Lead	
	Member of consortium	
(ii)	Registered under the Indian	Yes
	Companies Act, 1956	(Tick whichever is applicable)
		No
(iii)	Name(s) of Promoters	1.
		2.
		3.
(iv)	Address of the Registered	
	Office	
(v)	Address of the Corporate	
	Office	
(vi)	Particulars of the Main	
	Business Activities as per the	
	Memorandum of Association	
(vii)	Year of Incorporation	
(viii)	Shareholding Pattern (% of	Promoters –
	paid up share capital)	Banks/Financial
		Institutions:
		Public :
		Others:

ENCLOSE AS ANNEXURE 2

- Copy of registration certificate of Bidder/each member of the consortium, in case (i) of the Bidder being a consortium.
- Memorandum of Understanding and Articles of Association of Bidder/ each (ii) member of the consortium in case of the Bidder being a consortium.

2.2 PROJECT EXPERIENCE RELATED INFORMATION

Statement giving details of completed commercial / Property Development project (s) developed by the Bidder/members of the consortium holding not less than 26% equity



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during the entire life of the project satisfying the condition (in case of consortium Bidders) during the past 10 years.

Commercial / Property Development Project #1

Name of Applicant/Member of the consortium:

Built Up Area of Commercial / Property Development Project Component (Square Meter):

Capital Investment (Rs. in crores):

Se	ection A: Commercial / Property Development Proj	ject Profile
1.	Name of the Commercial / Property Development Project	
2.	Location of the Development (Address)	
3.	Total Land Area (Sq. m.)	
4	Date of Commencement	
<u>5.</u>	Date of Completion	<u> </u>
Se	ction B: Financial Information	•
1.	Actual Project Cost (Rs. in crores)	
2.	Total Income from the Project (Rs. In crores)	
3	Net Profit from the Project (Rs in crores)	

Commercial / Property Development Project #2

Name of Applicant/Member of the consortium:

Built Up Area of Commercial / Property Development Project Component (Square Meter):

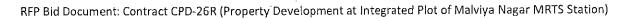
Capital Investment (Rs. in crores):

Section A: Commercial / Property Deve	elopment Project Profile
Name of the Commercial / Development Project	Property
2. Location of the Development (Address	6)
3. Total Land Area (Sq.m.)	
4. Date of Commencement	and the same of th
5. Date of Completion	
Section B: Financial Information	VE THE SOUNTS
Actual Project Cost (Rs. in crores)	The state of the s
2. Total Income from the Project (Rs. In c	rores
3. Net Profit from the Project (Rs in crores	

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Commercial / Property Development Project #3

Name of Applicant/Member of the consortium:

Built Up Area of Commercial / Property Development Project Component (Square Meter):

Capital Investment (Rs. in crores):

Section A: Commercial / Property Development Pro	oject Profile
Name of the Commercial / Property Development Project	
Location of the Development (Address)	·
3. Total Land Area (Sq. m)	
Date of Commencement	
5. Date of Completion	
Section B: Financial Information	
Actual Project Cost (Rs. in crores)	
2. Total Income from the Project (Rs. In crores)	•
Net Profit from the Project (Rs in crores)	

Commercial / Property Development Project Project #4

Name of Applicant/Member of the consortium:

Built Up Area of Commercial / Property Development Project Component (Square Meter):

Capital Investment (Rs. in crores):

Section A	; Commerc	ial / Property D	evel	opment P	roject F	rofile		
Name Develo	of the	Commercial	1.	Property				
2. Location	on of the De	velopment (Add	ress))				 :
3. Total L	and Area (S	Sq. m.)						
4. Date o	f Commend	ement						
5. Date o	f Completio	n				,	···	
Section B:	Financial Ir	nformation			-			
1. Actual	Project Cos	t (Rs. in crores)						
2. Total I	ncome from	the Project (Rs.	in c	rores)			· <u></u>	
3. Net Pr	ofit from the	Project (Rs in c	rores	3)				

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ENCLOSE AS ANNEXURE 3: Auditor's certificate certifying development and implementation of the commercial / Property Development project, the details of built up site for the commercial / Property Development project component and the capital investment made therein

2.4 FINANCIAL CAPABILITY RELATED INFORMATION

Tangible Net Worth of the bidder/ member #1 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in **clause3.5.4** (in case of consortium Bidders) (in Rs. Crores):

Name of the Bidder/member of the consortium:

Details	2015-2016 (in Rs crores)			
Paid up Capital	[•]			
Add: Reserves and Surplus	[•]			
Less: Revaluation Reserves	[•]			
Less: Accumulated Losses	[•]			
Less: Intangible Assets	[•]			
Tangible Net Worth	[•]			

Average Turnover in the last three financial years of the Bidder/member of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders)

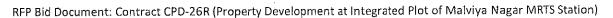
Name of the Bidder/ member of the consortium:

Average Turnover (Rs. in Crores)

Financial Year	2012-13	2013 – 14	2014-15	2015-16
Annual Turnover ² as per the audited Profit and Loss Account (Rs. in Crores)	Description of the State of the	[:]	<u>[•]</u>	[•]

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For Eldeco Infrastructure & Properties Ltd.





Tangible Net Worth of the Bidder/member #2 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders)(Rs. in Crores):

Name of the Bidder/member of the consortium:

Details The property of the p	2015-2016 The control of the control
Paid up Capital	[•]
Add: Reserves and Surplus	[•]
Less: Revaluation Reserves	[e]
Less: Accumulated Losses	[•]
Less: Intangible Assets	[•]
Tangible Net Worth	[#]

Average Turnover in the last three financial years of the Bidder/member #2 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders):

Name of the Bidder/member of the consortium:

Average Turnover (Rs. in Crores):

Financial Year	2012-13	2013 – 14	2014-15	2015-16
Annual Turnover ³ as per the audited Profit and Loss Account (Rs. in Crores)	L 4	[e]	[=]	. [÷]

Tangible Net Worth of the Bidder/member #3 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders)

Name of the Bidder/member of the consortium:

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52



Details	T.
	2015-2016 (in Rs crores)
Paid up Capital	[•]
Add: Reserves and Surplus	[•]
Less: Revaluation Reserves	[•]
Less: Accumulated Losses	[•]
Less: Intangible Assets	[•]
Tangible Net Worth	[•]

Average Turnover in the last three financial years of the Bidder/ member #3 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium applicants)

Name of the Bidder/member of consortium:

Average Turnover (Rs. in Crores):

Financial Year	2012 - 13	2013 - 14	2014-15	2015-16
Annual Turnover ⁴ as per the audited Profit and Loss Account (Rs. in Crores)	[•]	[•]	[•]	[•]

Dated

Applicant's Signature

(With seal of company)

Full Name

Designation\

Name of the Company .

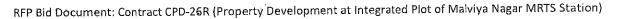
Address

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Company



For Eldeco Infrastructure & Properties Ltd.





Annexure 3

Summary of Financial Details

(In case of Consortium, each member to provide this separately)

(Rs. Crore)

Particulars				
Accounting year	2012-13	2013-14	2014-15	2015-16
Net Worth				
Annual Turnover				

Note:

- 1) Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the preceding 3 (Three) years.
- In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '3' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender will be considered as non-responsive.
- 3) The above data must be submitted for all Relevant Consortium members, duly certified by CA/Statutory Auditor.
- 4) All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
- 5) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Signature of CA/ Statutory Auditors (with seal & registration ho.)

Date:

ARN (i)

For Eldeco Infrastructure & Properties Ltd.



Annexure 4 Format for Financial Proposal- Malviya Nagar (Contract CPD-26R)

(To be submitted and signed by the Bidder's authorised signatory and if Bidder is bidding for more than one package, he/she/they has to submit this format separately with the quoted recurring payment.)

Executive Director/Contracts,

Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001

Sub: "RFP for Property Development at Malviya Nagar MRTS Station Complex: ("Project")

Sir,

We hereby submit our Financial Offer for the Project. If the Project is awarded to us, we agree to make the following payments to DMRC as per the terms given in the Request for Proposal (RFP) Document.

- 1. Fixed Upfront Lease Fee Rs. 50 Crores (Rupees Fifty Crores + Service tax extra) in the form of Pay Order/Cheque/Demand Draft.
- 2. Monthly Lease Fee rate @______ per square meter (in figures)
 Rupee______ (in words)for a Lease Period of
 50 yrs
- We also agree to pay at the pro-rata rate of additional area charges for the additional area, which may be requested by us and made available by DMRC subject to availability/feasibility only for utilities equipment and services.
- 4. The Lease Fee and Any fee along with in items 1,2 & 3 above shall be escalated at @ 20% every 3 year as per escalation Clause No. 4.9.2 of Section 4 of RFP document.from the commencement date.
- 5. Over and above the Lease Fee, we also agree to pay all charges for the energy, water and other utility services to the extent provided at the Leased Site(s) by DMRC.

For Eldeco Infrastructure & Properties Ltd.

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Authorised Signatory

(B)



Annexure 4

Format for Financial Proposal-Malviya Nagar (Contract CPD-26R)

(To be submitted and signed by the Bidder's authorised signatory and if Bidder is bidding for more than one package, he/she/they has to submit this format separately with the quoted recurring payment.)

Executive Director/Contracts,
Delhi Metro Rail Corporation,
5th floor, A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi –110 001

Sub: "RFP for Property Development at Malviya Nagar MRTS Station Complex: ("Project")

Sir,

We hereby submit our Financial Offer for the Project. If the Project is awarded to us, we agree to make the following payments to DMRC as per the terms given in the Request for Proposal (RFP) Document.

- 1. Fixed Upfront Lease Fee Rs. 50 Crores (Rupees Fifty Crores + Service tax extra) in the form of Pay Order/Cheque/Demand Draft.
- 2. Monthly Lease Fee rate @______ per square meter (in figures) Rupee_____ (in words) for a Lease Period of 50 yrs.
- 3. We also agree to pay at the pro-rata rate of additional area charges for the additional area, which may be requested by us and made available by DMRC subject to availability/feasibility only for utilities equipment and services.

In addition, we agree to pay parking area charge @120 / Sqm / month (plus applicable Service Tax) for using of metro commuter parking area.

- 4. The Lease Fee and Any fee along with in items 1,2 & 3 above shall be escalated at @ 20% every 3 year as per escalation Clause No. 4.9.2 of Section 4 of RFP document from the commencement date.
- Over and above the Lease Fee, we also agree to pay all charges for the energy, water and other-utility-services to the extent-provided at the Leased Site(s) by DMRC.

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For Eldeco Infrastructure & Properties Ltd.

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Financial Offer of Successful Biddy

Item Rate Boo

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Tender Inviting Authority: ED/Contracts

Name of Work: PROPERTY DEVELOPMENT AT INTEGRATED PLOT OF MALVIYA NAGAR MRTS STATION

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for PRICE SCHEDULE Eldeco Infrastructure & Properties Limited. Contract No: CPD-26R Bidder Name:

Monthly Lease Fee Rate for Malviya Nagar (Integrated piot with Malviya Nagar Metro 12219 Sqm Station) Figures Rs. 212.00 212.00 212.00 212.00	S. S.	Kem Description	Units	MONTHLY LEASE FEE RATE TOTAL AMOUNT In Figures To be entered by the Without Taxes	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT
hly Lease Fee Rate for Malviya Nagar (Integrated Per Sqm vith Malviya Nagar Metro 12219 Sqm Station) Words INR Two Hundre	<u>.</u>			Bidder		
hly Lease Fee Rate for Malviya Nagar (Integrated Per Sqm vith Malviya Nagar Metro 12219 Sqm Station) Words 212.00 INR Two Hundre				Rs.		
hly Lease Fee Rate for Malviya Nagar (Integrated Per Sqm vith Malviya Nagar Metro 12219 Sqm Station) Words 212.00 INR Two Hundre						
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Words INR Two Hundre	1.01	Monthly Lease Fee Rate for Malviya Nagar (Integra plot with Malviya Nagar Metro 12219 Sqm Station)		212.00		INR Two Hundred & Twelve Only
Words INR Two Hundre	1 1 1				04.0	INR Two Hundred & Twelve Only
		igures			70.21	
	Quoted F	tate in Words		INR Tw	ro Hundred & Tw	elve Only

For Eldeco Infrastructure

Authorised Circ





- 6. In an event, we are the selected bidder, any failure to deposit requisite. Upfront Fee and Performance Security within 30 days from the issue of LOA would entitle the DMRC to forfeit the Tender Security.
- 7. The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If <u>I/we</u> do not accept the correction of errors, this Bid will be rejected & EMD will be forfeited.
- 8. Service tax as applicable and other applicable taxes including property tax from time to time will also be paid by us/me in addition to the aforesaid charges.

This offer is being made by us/me after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the sites, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Authorized signatory

Name and seal of Bidder

Date:

Place:



For Eldeco Infrastructure & Properties Ltd.



Annexure 5 Affidavit

(Notarized on Stamp Paper	of Requisite Value as	per Applicable Law)
---------------------------	-----------------------	---------------------

J.,	. S/o	resid	ent of .		·····	the	(ir	ısert
designation) of the \dots		(insert name	of the	single	bidder/e	consortium	member	if a
consortium), do solemni	y affirm and	state as folk	ows:					

- 1. I say that I am the authorised signatory of(insert name of company /consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.
- 2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Property Development at 1.22 Ha plot at Malviya Nagar MRTS station Delhi (hereinafter referred to as "Project") Request For Proposal ('RFP') Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
- I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
- 4. I say that if at any point of time including the Lease Period, DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
- 5. I say that, we fully acknowledge and understand that furnishing of any false or mişleading information by us in our RFP shall entitle us to be disqualified from the bidding process for the Project. The costs and risks for such disqualification shall be entirely borne by us.

I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

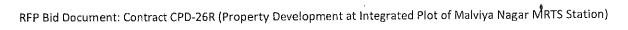
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For Eldeco Infrastructure & Properties Ltd.

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I, the above named deponen	t, do verify	that the	contents o	f parag	graphs 1	1 to 6 (of this
affidavit are true and correct to my I							
been concealed.							

Verified at, on this, Year.

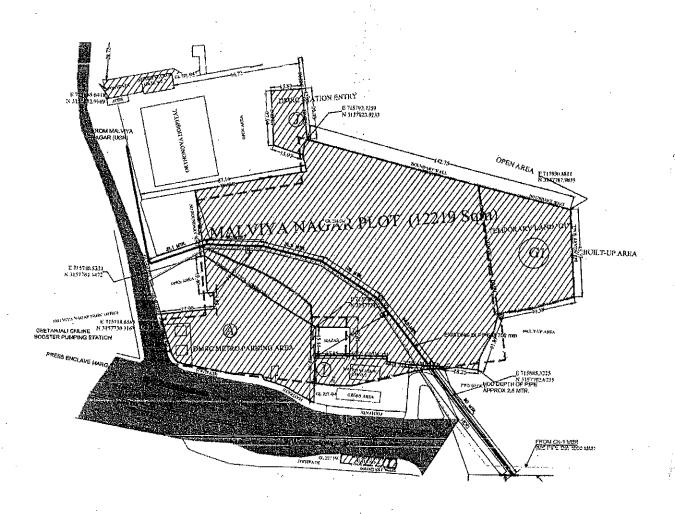
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For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

ANNEXURE 6 SITE PLANS



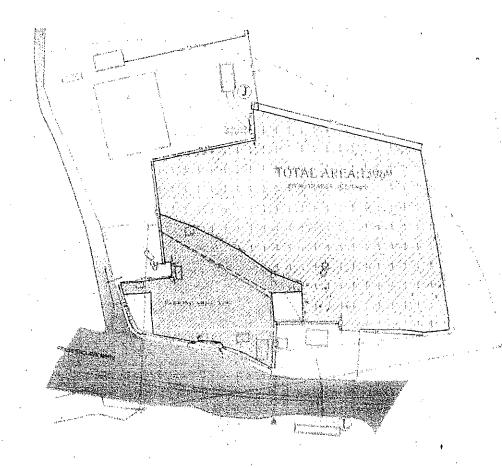




For Eldeco Infrastructure & Properties Ltd.



ANNEXURE 6R SITE PLANS



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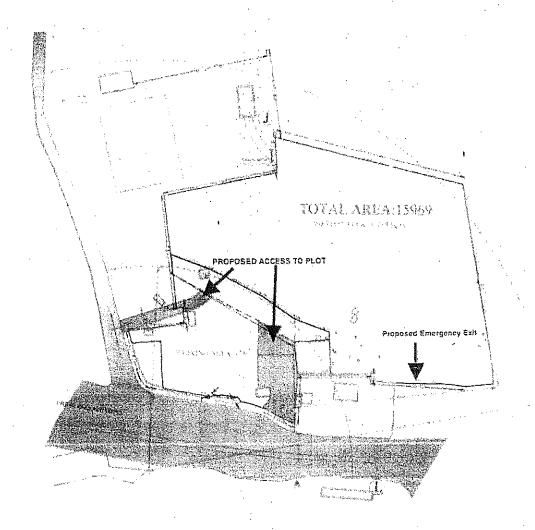
For Eldaço Infrastructure & Properties Ltd.

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ANNEXURE 6 A-R Proposed Entry Exit Plan (Ref: Clause 1.1.5 ii)



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For Eldeco Infrastructure & Properties Ltd.

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Authorised Signator



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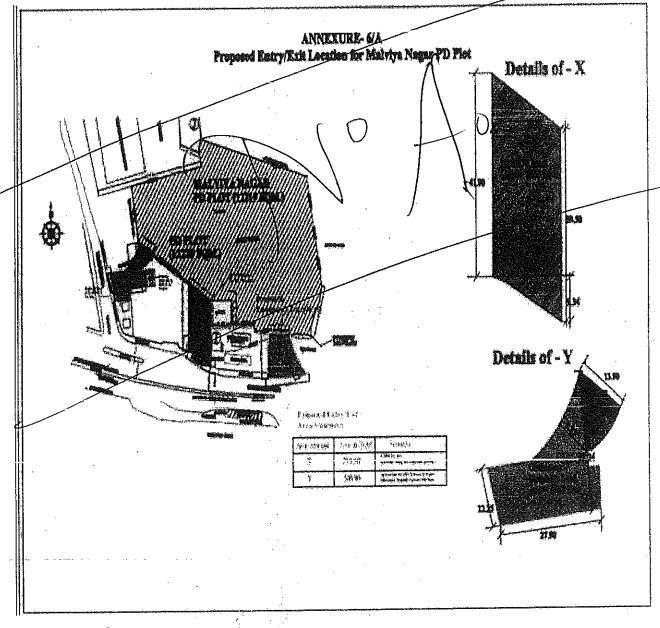
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ANNEXURE 6 A Proposed Entry Exit Plan (Ref: Clause 1.1.5 ii)



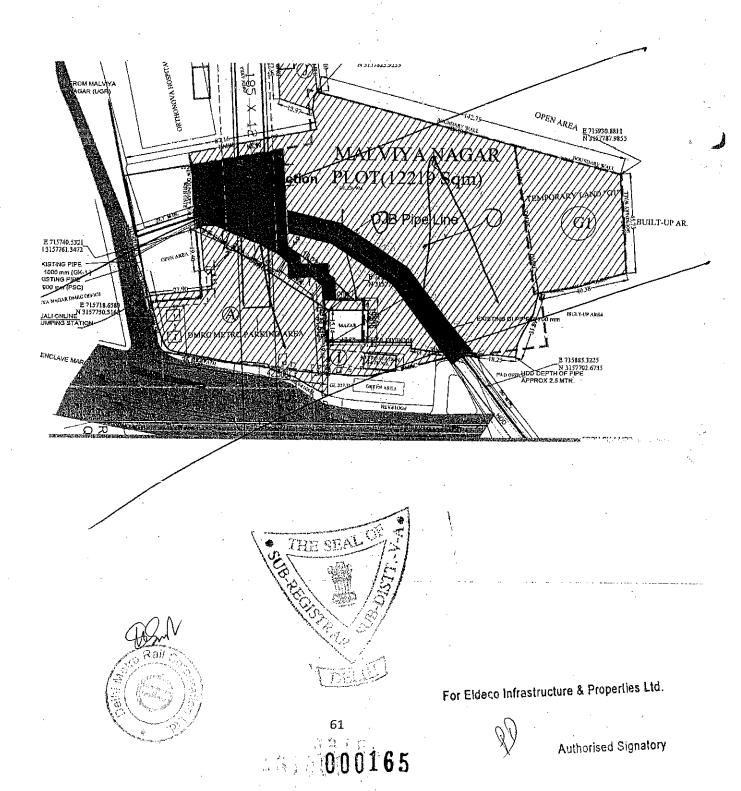


For Eldeco Infrastructure & Properties Ltd.

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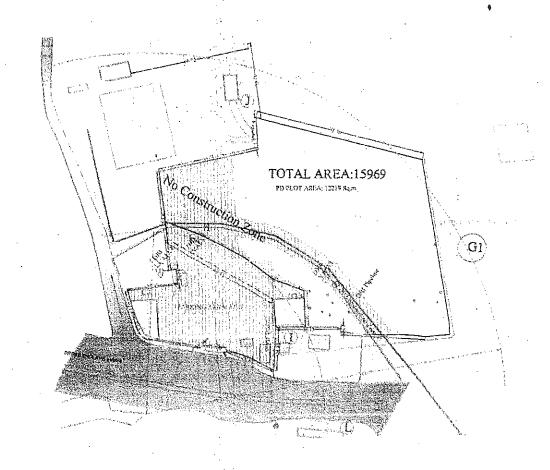


ANNEXURE 6 B No Construction Zone Plan (Ref: Clause 1.1.5 iii)





ANNEXURE 6 B-R No Construction Zone Plan (Ref: Clause 1.1.5 iii)



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For Eldeco Infrastructure & Properties Ltd.

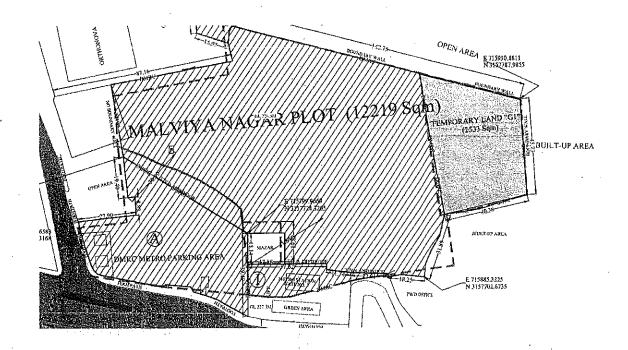
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Annexure- 6 C Temporary Plot 'G1' (Ref: Clause 1.1.8 of RFP)





For Eldeco Infrastructure & Properties Ltd.

ANNEXURE 7 CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT

[On non judicial stamp paper of appropriate value to be purchased in the name of the executants]

This Consortium Agreement/Meday of, Year.	morandum of Agreement is e	executed at New Delhi on this
BETWEEN		
having its Registered Office a Director, duly author (hereinafter referred to as the	atorized by a resolution of the control of th	der the Companies Act, 1956 and acting through its Managing e Board of Directors dated pression unless excluded by or include its successors in interest, of the ONE PART;
AND		
Registered Office at through its Joint President, (hexpression unless excluded by o	and Office at and Office at dilphase. dereinafter referred to as the repugnant to the subject or	anies Act, 1956 and having its, acting by a resolution of the Board of 'Participant Member 1') which context be deemed to mean and istrators, nominees and assigns)
AND		
M/s, a Company incompany inc	and Office at duly authorized ereinafter referred to as the repugnant to the subject or of	by a resolution of the Board of 'Participant Member 2') which context be deemed to mean and
THIRD PART;	THE SEAL OF ST	
(hereinafter collectively referred to	as " Corsortium or "Parties	and individually as "Party") For Eldeco Infrastructure & Properties Ltd.
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Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for the "Property Development at 12219 Sqm (approx) plot at Malviya Nagar MRTS station ("Project") on Lease basis, in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the Bid by the Consortium for executing the Project for which the Bid has been floated by DMRC.

AND WHEREAS in terms of the Bid Documents the Parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the Bid process by forming a Consortium between themselves.

AND WHEREAS all the Parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

AND WHEREAS it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THIS CONSORTIUM AGREEMENT/Memorandum of Agreement hereby WITNESSES:

- 1. That in the premises contained herein the Parties having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for "Property Development at 12219 Sqm (approx) plot at Malviya Nagar MRTS Station" in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
- 2. That the Parties have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated in the Bid Documents for award of the Project to the Consortium so that the Consortium may take up the aforesaid Project in case the Consortium is declared as the Selected Bidder in the Bid process.
- That the Parties have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said-Bid process for executing the Project.

4. That the Parties have agreed to nominate _____ as the Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with the DMRC or its representatives and for submitting the Bid as well as doing all other acts

For Eldego Infrastructure & Properties Ltd.



and things necessary for submission of Bid Documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc., and such other documents as may be necessary for this purpose which shall be legally binding on all the members of the Consortium who shall be jointly and severally responsible for the performance and obligations in relation to the Bid submitted to DMRC and execution of the Project.

5.	The Consortium further authorizes the Lead Member to represent the Consortium for all
	correspondence and communications with the DMRC and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium.

6.	That the share holding of the members of the Consortium for this specified purpose shall
	be as per the Lease Agreement and at present the proposed shareholding shall be as
	follows:-

The Lead Member shall have	_per	cent (%) of	share	holding	with
reference to the Consortium for the Pro	oject.						,.,,

- b) The Participant Member 1 shall have ____ (__ %) of share holding with reference to the Consortium for the Project.
- c) The Participant Member 2 shall have ____percent (___%) of share holding with reference to the Consortium for the Project.
- 7. That in order to fulfill the requirement of the Bid process and also to keep an altogether separate legal entity of the Consortium, the members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the Project.
- That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the prior written consent approval of DMRC subject to the conditions as may be stipulated by them in this regard in the Lease Agreement and which consent, DMRC shall be entitled to decline without assigning any reason whatsoever.

That in order to meet the requirements of Bid documents or any other stipulations of DMRC, if it becomes necessary to execute and record any other documents amongst the Parties and itake to be the peedful and to participate in the same for the purpose of the Project.

For Eldeco Infrastructure & Properties Ltd.

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- That it is clarified by and between the Parties that execution to this Consortium Agreement/Memorandum of Agreement by the Parties does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the Parties shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the Project.
- 11. That the Parties undertake to specify their respective roles and responsibilities for the purposes of execution of the Project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Parties to meet the requirements and stipulations of DMRC.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

1. Managing Director
For (Name of company)
2. Managing Director
For (Name of company)
3. Managing Director
() For (Name of company)

2.-----

Enclosure:

WITNESSES: 1.

 Board resolution of each of the consortium members authorising execution of the consortium agreement and appointing the authorised signatory for such purpose.



For Eldeco Infrastructure & Properties Ltd.



ANNEXURE 8

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we registered office) do hereby constitute, appand residential address) who is presently as our attorney, to deeds and things necessary in connection we signing and submission of all documents representing us in all matters before DMRC, connection with our Bid for the Project.	point and autho employed with to in our name ith or incidental and providing	rise Mr:/Ms I us and holding and on our beha to our bid for the linformation/respo	the position of lf, all such acts, Project, including
We hereby agree to ratify all acts, deeds and to this Power of Attorney and that all acts, deealways be deemed to have been done by us.	things lawfully c eds and things d	lone by our said a one by our aforesa	ttorney pursuant aid attorney shall
·			
For	•		
Accepted		•	
(Signature)			
Name, Title and address) of the Attorney		,	•
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The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



For Eldeco Infrastructure & Properties Ltd.



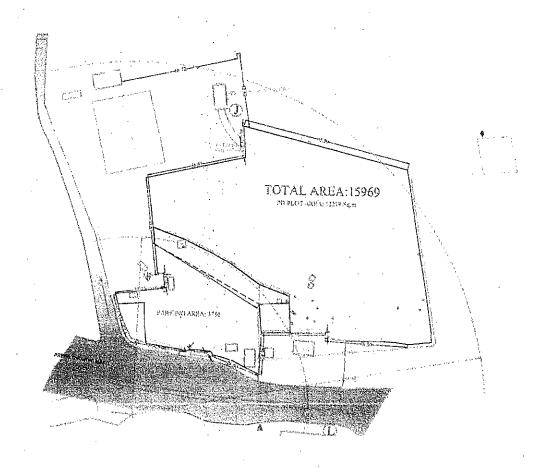


ANNEXURE-9 & 9A

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(NOC for Property Development by DDA and NMA Clearance to Project Site are uploaded along with RFP document in PDF format)

NMA REGULATED ZONE (ANNEXURE-9A)



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For Eldeco Infrastructure & Properties Ltd.

Authorised Signator

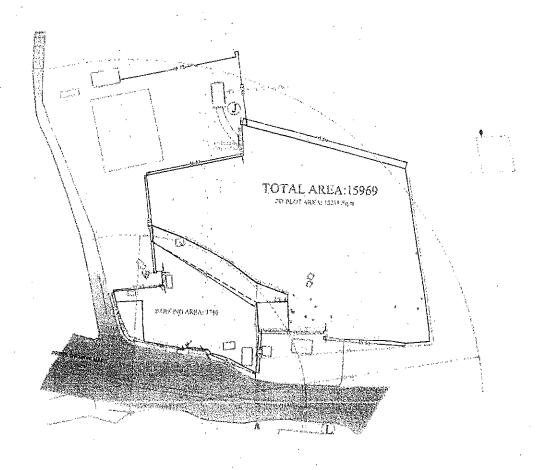




ANNEXURE-9 & 9A

(NOC for Property Development by DDA and NMA Clearance to Project Site are uploaded along with RFP document in PDF format)

NMA REGULATED ZONE (ANNEXURE-9A)



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For Eldeco Infrastructure & Properties Ltd.



ANNEXURE-10

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

•		the state of the s
i 3 1	Bank called called	W ALL MEN by these presents that we
ŀ	nas s	REAS(Name of Tenderer) (hereinafter called "the Tenderer") ubmitted its tender dated for Property Development at 12219 Sqm ox) plot at Malviya Nagar MRTS Station, hereinafter called the tender.
<i>P</i>	AND '	WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of ` as Tender Security against the Tenderer's offer as aforesaid.
Δ	ND \ Tend	WHEREAS(Name of Bank) have, at the request of the lerer, agreed to give this guarantee as hereinafter contained.
3. V	Ve fu	rther agree as follows:
	a.	That the DMRC may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the DMRC and the Tenderer.
	b.	That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or anthe constitution of the Tenderer.
	C.	That any account settled between the DMRC and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
	d.	That this Guarantee commences from the date hereof and shall remain in force till (date to be filled up a ber Clause 3.10 of Section 3).
	e.	That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or

For Eldeco Infrastructure & Properties Ltd.

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- b if the Tenderer does not accept the correction of his tender price in terms of Clause 3.20.7 of the "RFP document".
- c. if the Tonderer having been notified of the acceptance of his tender by the DMRC during the period of tender validity:
 - i. fails or refuses to furnish the Security Deposit in accordance with Clause 3.11 of the "RFP document" and/or
 - ii. fails or refuses to enter into a Contract within the time limit specified in Clause 3.26 of the "RFP document".

We undertake to pay to the DMRC mere on demand without demur upto the above amount upon receipt of his first written demand, without the DMRC having to substantiate his demand provided that in his demand the DMRC will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of Witness	Signature of Authorized Official of the Bank
Name :	Name of Official
Address :	Designation
· · · · · · · · · · · · · · · · · · ·	Stamp/Seal of the Bank

Notes:

- 1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- 2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India.

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For Eldaço Infrastructure & Properties Ltd.



ANNEXURE-11

(Undertaking as per Clause 3.5.5 of Section-3)

We do hereby undertake that none of the Central / State government department / public sector undertaking / other government entities or local body has banned business with us as on the date of tender submission. Also none of the work has been rescinded / terminated by DMRC/ Central or State Govt. Department / Public Sector Undertaking / Other Govt. entity or local body after award of contract to us during last 5 years due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

- In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
- 2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.



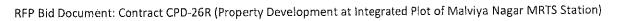
For Eldego Infrastructure & Properties Ltd.

Authorised Signatory

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ANNEXURE-12

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents (RFP Bid document)/addendum/clarifications along with the set of enclosures hosted on etendering portal https://eprocure.gov.in/eprocure/app. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal [https://eprocure.gov.in/eprocure/app]. We confirm that we have considered for these in our tender submission and our financial bid. We also confirm our unconditional acceptance to all the terms and conditions of tender document (RFP Bid document).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY



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For Eldeço Infrastructure & Properties Ltd.



C-11

DELHI DEVELOPMENT AUTHORITY OFFICE OF THE DY. DIRECTOR(IL)

No: F.34(20)06/IL/pt./ 723

Dated: 1/4/10

To

Shri S.Jethwani,
Chief Engineer/PD
Delhi Metro Rail Corporation,
Metro Bhawan,
13, Fire Brigade Lane,
Barakhamba Road,
New Delh-110 001

Sub: NOC for property development for land measuring 12219.75 sq. mtrs. at Malviya Nagar.

Sir,

I am directed to refer to DDA's allotment letter No. F.34(20)06/IL/pt./1386 dated 20.6.07 allotting land measuring 12219.75 sq. mtrs. in Malviya Nagar, for construction of Operation Structure of Delhi MRTS Project and DMRC's letter No. DMRC/PD/C-1/Appg/09 dated 8th July, 2009 requesting NOC for property development for the pocket of land allotted at Malviya Nagar to convey the approval of the competent Authority for grant of NOC for property development on an area measuring 12219.75 sq. mtrs. Malviya Nagar subject to fulfillment of guidelines given in the Ministry of Urban Development's order No. K-14011/8/2000-MRTS dated 30th March, 2009 (copy enclosed). The relevant terms & conditions are also reproduced below:-

1) DMRC is authorized to lease/sub-lease/licence/concessional basis the said land and not on freehold basis for property development.

2) Trees on the allotted land will be felled only with the approval of the competent authority and the amount so realized by disposing the trees shall be remitted to the land owning agency. The tree cutting shall be subject to all required statutory clearances and compensatory afforestation etc.

For Eldeco Infrastructure & Properties Ltd.

- 3) Environmental clearances, where required, shall be obtained by the DMRC/private builders/developers.
- 4) Land may normally not be leased out for residential development.
- 5) Other requirements like change in land use, adherence to Master Plan (including development control norms for Metro along with property development prescribed in Master Plan, 2021 such as ground coverage, 25% and FAR 100) approval of the local bodies, etc. will continue to be applicable as per the provisions of existing laws.
- 6) DMRC will also ensure that an efficient lease management mechanism is put in place.

The formal amendment to the allotment letter will be issued in due course after the format for such amendment/modification is received from the Land & Development Officer (L&DO) as per condition No. XV of Ministry of Urban Development's letter No.K-14011/8/2000-MRTS dated 30th March, 2009).

Yours faithfully,

06 04/1

Dy. Director(IL)

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For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

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F. No. 2-9/552/2015 IS. SHAR Government of India Ministry of Culture National Monuments Authority



CP-340

24, Tilak Marg, New Delhi-110001 Dated: 18.03.2013

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Shri T.R. Sharma, Regional Director (Northern Region), Archaeological Survey of India and Competent Authority, Delhi, Red Fort Complex, Delhi-110006 SO MAR SOLD

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Sub: Grant of Permission in respect of Property Development at Malviya Nagar Metro Station, New Delhi

Siг,

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This is in response to your letter F F,No.CA (ASI)/Delhi/NMA/PROP/2012/ 295 dated 15th May, 2012 on the subject cited above.

In this context, I am directed to enclose herewith the amended recommendation of the National Monuments Authority which was discussed in 97th meeting held on 05.02.2014 for grant of permission for Construction at Malviya Nagar Metro Station, New Delhi in the regulated area of 'Qila Rai Pithora' declared as monument of national importance under Ancient Monuments and Archaeological Sites and Remains Act, 1958.

This issues with the approval of the Competent Authority.

Yours faithfully,

End.: As above,

(Ravi Kumar Gautam) Administrative Officer

Copy to:

1. The Director General, Archaeological Survey of India, Janpath, New Delhi-11.

2. The Superintending Archaeologist, ASI, Delhi Circle, Safdarjung Tomb, New Delhi.

3. Shiri S. Jethwani, Chief Engineer / PD DMRC, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001

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For Eldeco Infrastructure & Properties Ltd.

learnestion in the prohibited/regulated area and construction/reconstruction/repairs/renovation/mining/ quarrying in the regulated area of an ancient monument/archaeological site/remains declared as of national importance under Ancient Monuments and Archaeological Sites and Remains Act, 1958.

. N	ame of the applicant	Shri. S. Jethwani (Chief Engineer/PD DMRC)
	ddress of the applicant	Metro Bhawan, Fire Brigade Lane, Barakhamba Roa New Delhi-1:10001
	Name of the owner(s): If the applicant is other than the owner)	The state of the s
	Address of the owner(s):	
	Present address:	Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001
	Permanent address:	As above
	Whether the property is owned by Government/Public Sector Undertaking/Private Sector Undertaking/Firm	Public Sector Undertaking
6,	Name of the nearest monument or site:	Qila Rai Pithora
	Locality	Malviya Nagar
	District	South Delhi
	State	Deihi
7.	Area under which the propose construction/Reconstruction/ repairs/ renovation fallingprohibited/ regulated area	
8.	Nature of the work proposed: (Repair/renovation/construction/reconstruction)	Construction
9.	Category of monument or archaeological site/remains	5
10.	Grading of the monument or archaeological	
11.	site/remains: Classification of the monument or archaeological site/remains:	
12.	Impact of proposed construction on the monument archaeological site/remains	or "
. 13		the The case was recommended for grant of NOC in the 97 th meeting of NMA held on 05.02.2014. It was decided to grant the permission for G+3 floors with total height of 15 mtrs (in the 100-200 mtrs zone) and G+8 floors with total height of 30mtrs (beyond 200mtrs zone). The NOC is granted with the terms and conditions mentioned

Place: New Delhi

Date: 18th March, 2013

Seal of the Authority

in the report of CA, Delhi.

राष्ट्रीय स्मारक प्राधिकरण

National Monuments Authority

Signature Member Secretary 24, तिलक मार्ग, नई दिल्ली-110001 National Monuments Authority

24, Tilak Marg, New Deth 110001

File No. 2-9/557/2013NOC/NMA

For Eldeco Infrastructure & Properties Ltd.

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MALVIYA NAGAR SITE LAYOUT PLAN Note:Location of DJB pipe line is tentative SALANTA MAGAS BARG ORICE
SALANTA BAGAS BASSB
GESTANALI ONLINE
BOOSTER PUMPING STATION AS PER RECORD HULDING/HUT DIMENSION DMRC LIMIT

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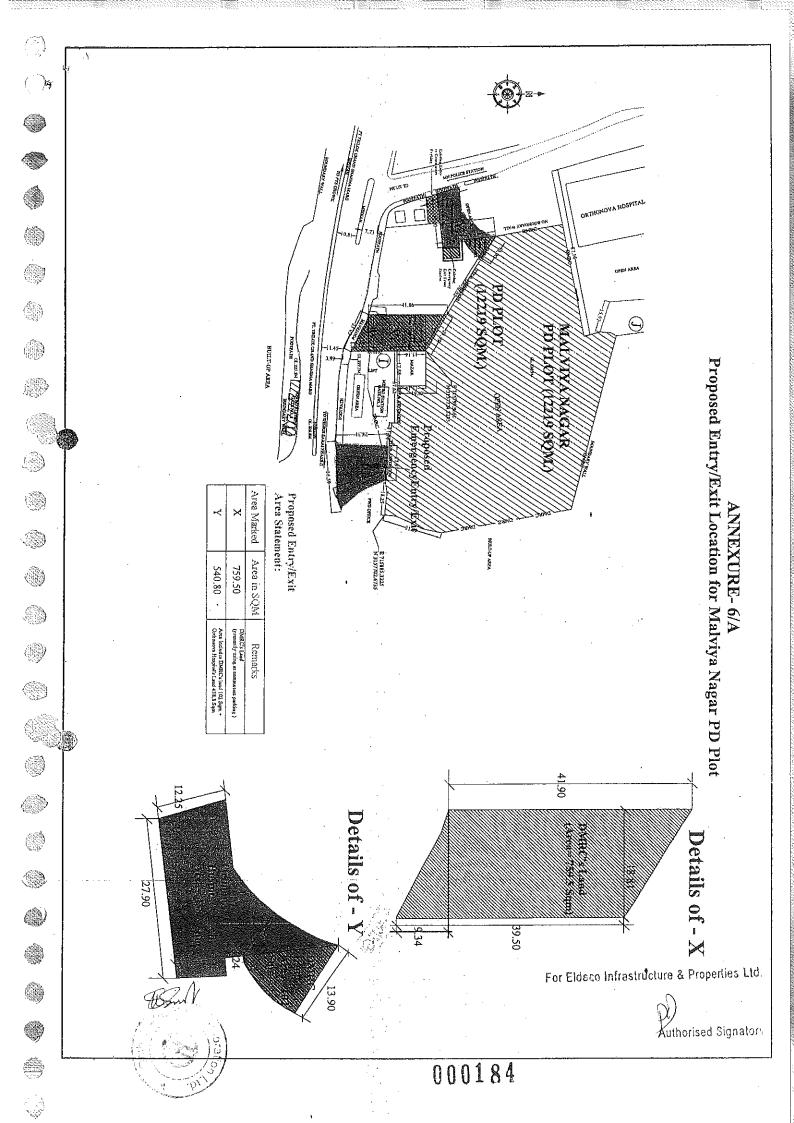
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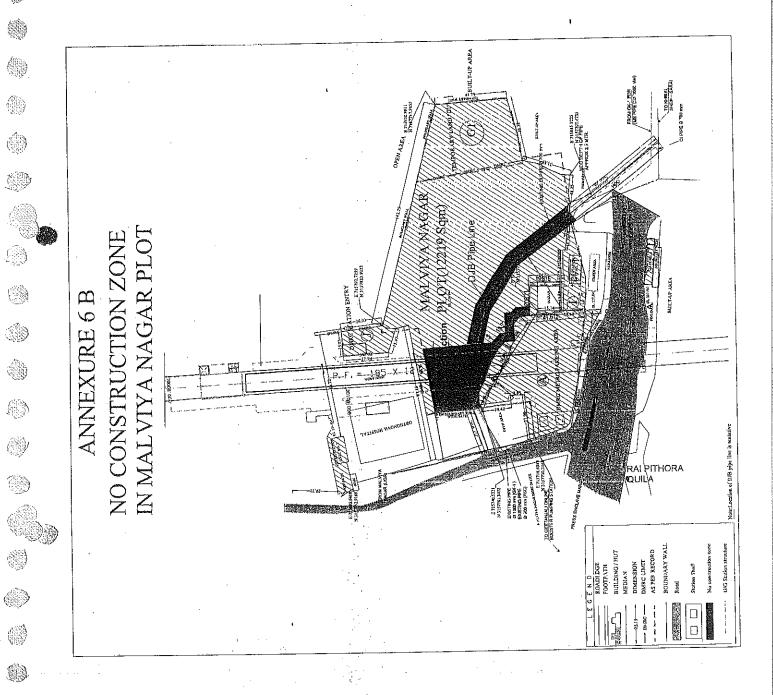
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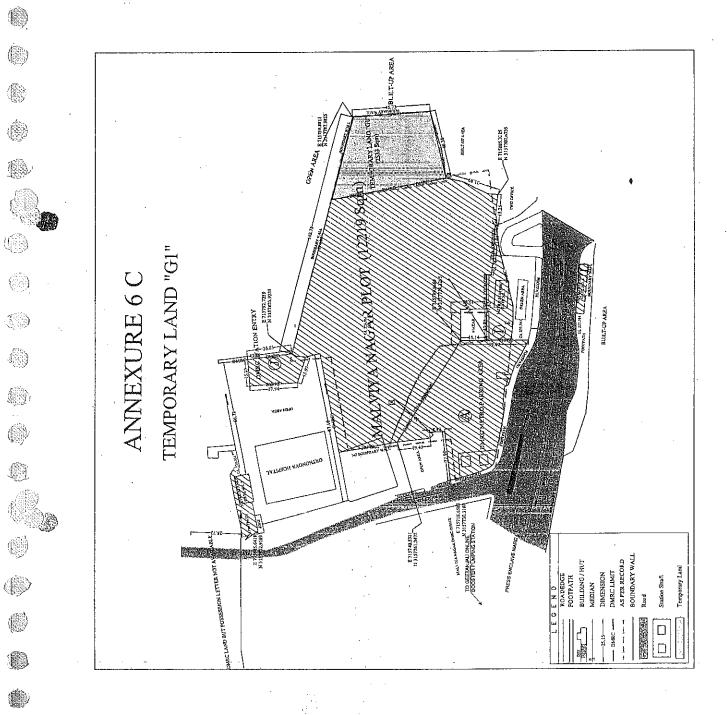


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Contract: CPD-26R: Property Development at Integrated Plot of Malviya Nagar MRTS Station

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1.	RFP	Clause 2.3 Key Details Table	Page 11	Page 11R	Key dates extended

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Authorised Signatory



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- 2.2.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from DMRC in respect of the Project other than for those matters in respect of which express provision is made in the Lease Agreement.
- 2.3 Salient features of Bidding Process:
 - a) DMRC has adopted a two packet bidding process for declaration of a Selected Bidder to transfer rights under the Lease Agreement for the Site.
 - b) The details of bidding process are provided in Section 3.
 - c) Schedule of bidding process for RFP:

Start of sale of RFP Document to Bidders	
	nrs.) on e-tendering website
	https://eproure.gov.in/eprocure/app.
Cost of RFP Bid Document	INR 21,000/- (inclusive of 5% DVAT) Non-Refundable
(Non-refundable)	(Demand Draft /Banker's cheque) in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.) Cost of tender documents i.e, D.D./Banker's cheque, in original, shall be accepted only upto 15:00 hours on
	Director/Contracts at below mentioned address.
Validity of Tender Security in case of BG	21.06.2017
Pre-Bid Meeting	29.09.2016 at 11.00 hrs
Last date of receiving queries	30.09.2016 05.10.2016 (upto 17:00 Hrs.) (Queries from bidders after due date shall not be acknowledged)
DMRC's response to queries by	07.10.2016 14.10.2016
2 nd Pre-Bid Meeting	19.10.2016 at 11.00 hrs
Last date of receiving of Second round of gueries	21.10.2016 (upto 17:00 Hrs.) (Queries from bidders after due date shall not be acknowledged)
DMRC's response to Second round	27.10.2016
queries by	Transpar OF T
Tender Submission Start Date & Time	14.10.2016 01.11.2016 from 09:00 Hrs
Tender Submission End Date & Time	24 10.20 6 15/17:2016 upto 15:00 Hrs.
Date & time of opening of Tender Technical Bid)	25 10-2018 16.11.2016 at 15:00 Hrs.
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PRE BID CLARIFICATION

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Contract: CPD-26R: Property Development at Integrated Plot of Malviya Nagar MRTS Station

DMRC REPLIES	Net worth and Average Annual Turn over is minimum eligibility criteria. The bidders should fulfil both the criteria otherwise their bid will not be considered for evaluation.		The building plan will be approved by DDA. Details regarding plan approvals are given under clause no. 4.6, 4.7 of RFP & clause No. 6.1.2 b), 6.3.5 of Draft Lease Agreement.	Ground Rent / Annual Lease Rent is defined under clause no.1.1 "Definition" under Article 1 of Draft Lease Agreement.	Property Tax is one of the taxes levied by local municipal bodies of every city. The Lessee will be liable to pay property tax from the date DMRC delivers possession of the project site to Lessee. (Ref. Clause 4.9.1 (d) of RFP & 6.3.1 of DLA).	As mentioned in tender document (clause 4.4.3 of RFP & of DLA), prior written approval of DMRC shall be obtained by Lessee in respect of Standard format of sub-lease agreement. And DMRC may specify certain covenants to be incorporated in the sub lease agreement to protect DMRC interest.
Pre-Bid Queries	There are two eligibility conditions in RFP a. Rs. 30 crore net worth b. Rs. 30 crore average annual turnover for last 3 years. Whether both the above conditions are required or either one is required?	This refers to Page No. 21 of RFP in Financial Capacity: If Company "A" having eligibility of Average turnover of Rs. 30 Crores is merged with Company "B" under High Court's Order, then will Company "B" be compliant for annual turnover of 30 Cr.	Who will sanction the plans?	What does Ground Rent mean?	What is the property Tax here & who pays it?	Lease Draft: Normally Client / Tenant has his own Lease Draft as they are mostly MNC's, for approval of the Lease Draft which is finalised between the competent bidder & the client / Tenant, should the same be produced to DMRC for their approval as this is very tedious and long procedure, an easy and best way need to be adopted.
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61: This area does not have clearances, we suggest we wait for the clearances and then bid for both 8. Commercial Uses: Please clarify Commercial uses Basement: What is the basement are to be constructed. 10. Ground Coverage: in exact sq. ft. / sq. Mitrs. Please mention 11. Mazar: is not part of DMRC Land, please confirm the same is shulabh Shauchalai: Please remove / relocate it 13. Construction area: please indicate the construction area 14. DJB Pipe Line: The year and date of installation 15. Existing DJB room: Please confirm if they will be removed 16. The year and date of installation 17. Existing DJB room: Please confirm if they will be removed			The apprehension of delay has been addressed under clause no. 4.6 of RFP. According to this clause, the Nodal officer of
Wait for the clearances and then bid for both 8. Commercial Uses: Please clarify Commercial uses Commercial Uses: Please clarify Commercial uses Commercial Uses are as per Master Plan of Delhii - 2 Basement: What is the basement are to be constructed. Ground Coverage: in exact sq. ft. / sq. Mits. Please Ground Coverage @ 25% of total plot area can be constructed on assessment as prevailing building bye-laws. 11. Mazar: is not part of DMRC Land, please confirm the same Shulabh Shauchalai : Please remove / relocate it Shulabh Shauchalai : Please remove / relocate it Approximately 5000 Sqm of the plot area can be constructed or assessment as prevailing building bye-laws. 13. Construction area: please indicate the construction area without any cost to DMRC. The mutually contract. DJB Pipe Line: The year and date of installation The DJB Pipe Line: The year and date of installation DJB Pipe Line was bleamed for one struction area can be interred from the plot. Protection will be removed or the plot or existing DJB room: Please confirm if they will be removed or the please indicate the construction area can be interred from the plot. Protection will around 2 nos. of valve chamber at the site. Out of total 3 valve one valve is without channer are project. The Year chamber memored the plot. Protection will be removed the plot. The Lessee at alternate location will the permission of DJ the construction of DJ.	F	·	DIVING WIII act as single window for all clearances & approvals from DMRC.
29 Basement: What is the basement are to be constructed. 10. Ground Coverage: in exact sq. ft. / sq. Mtrs. Please Ground Coverage @ 25% of total plot area can be construction of basement. However, bidder should own assessment as prevailing building bye-laws. 10. Ground Coverage: in exact sq. ft. / sq. Mtrs. Please Ground Coverage @ 25% of total plot area = 3992 Mazar is not part of DMRC Land, please confirm the same Mazar is not part of DMRC Land, please confirm the same Mazar is not part of DMRC Land, please confirm the same Mazar is not part of DMRC Land, please confirm the same Shulabh Shauchalal: Please remove / relocate it straints location inside PD pito or existing communication area without any cost to DMRC. The mutually contract. 13. Construction area: please indicate the construction area without any cost to DMRC. The mutually contract. 14. DJB Pipe Line: The year and date of installation project while one pipelines passing through the pict. Project wile one pipelines were installed by DJB during Phase-II of DP Project while one pipeline was laid recently. The Protection wall around 2 nos. of valve chamber a the stronger at alternate location with the permission of DJ. Lessee at alternate location with the permission of DJ. Lessee at alternate location with the permission of DJ. Lessee at alternate location with the permission of DJ. Lessee at alternate location with the permission of DJ. Lessee at alternate location with the permission of DJ. Lessee at alternate location with the permission of DJ.		we	Suggestion not accepted.
Basement: What is the basement are to be constructed. 10. Ground Coverage: In exact sq. ft. / sq. Mtrs. Please Ground Coverage @ 25% of total plut area = 3992 S 11. Mazar: is not part of DMRC Land, please confirm the same Mazar is not part of part of DMRC Land, please confirm the same Mazar is not part of property development plot of DMS Shulabh Shauchalai: Please remove / relocate it shulabh Shauchalai: Please say of the plot of existing communication of the lessee by alternate location with the protection wall around 2 nos. of valve chamber of the project. The Valve chambers may be removed the plot. 14. Dub Pipe Line: The year and date of installation programment plot of total 3 valve one valve is without than the project. The Valve chambers may be removed the plot. Lessee at alternate location with the permoval of D.	مار ان سر	Commercial Uses : Please clarify Commercial uses	Commercial uses are as per Master Plan of Delhi - 2021.
10. Ground Coverage: in exact sq. ft. / sq. Mtrs. Please mention 11. Mazar: is not part of DMRC Land, please confirm the same Shulabh Shauchalai: Please remove / relocate it 13. Construction area: please indicate the construction area 14. DJB Pipe Line: The year and date of installation 15. Existing DJB room: Please confirm if they will be removed	S DAN		
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Construction area : please indicate the construction area can be mentioned under Annexure Construction Zone" can be pla 14. DJB Pipe Line : The year and date of installation pipelines were installed by DJ Project while one pipeline was pipeline was not in they will be removed No DJB rooms exist on the plant of the site. Out of total 3 valve or The Lessee has to leave suffit the project. The Valve chamb Lessee at alternate location was not please or the plant of the project. The Valve chamb Lessee at alternate location was not please or the project. The Valve chamb cham	THE SEAL	: Please remo	Sulabh facility may be shifted by the lessee by Lessee to alternate location inside PD plot or existing commuter parking area without any cost to DMRC. The mutually agreeable location will be decided by DMRC and Lessee after award of contract.
 14. DJB Pipe Line: The year and date of installation 15. Existing DJB room: Please confirm if they will be removed 	1-1	Construction area : please indicate	Construction area can be inferred from the layout plan mentioned under Annexure – 6B. The area excluding "No Construction Zone" can be planned for construction by Lessee.
15. Existing DJB room: Please confirm if they will be removed			Three DJB Pipelines passing through the plot. Two DJB pipelines were installed by DJB during Phase-II of Delhi MRTS Project while one pipeline was laid recently.
			No DJB rooms exist on the plot.
	rastructur		The Protection wall around 2 nos. of valve chamber existing on the site. Out of total 3 valve one valve is without chamber.
	e & Propertie		The Lessee has to leave sufficient clearance while planning of the project. The Valve chambers may be removed / shifted by Lessee at alternate location with the permission of DJB.

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Existing mmuter parking area can be made part of plot being concessioned under this tender. The plot area inclusive this parking area will be 15969 Sqm. (Ref. Annexure 6-R). However, the parking area shown in the plan is no construction zone (Ref: Annexure 6B – R).	Concessionaire may utilize this area also as part of this plot but it may be used only for landscaping purpose with committed provision of 120 ECS parking for commuters in this location.	Suggestion not accepted.	Suggestion not accepted.	Date of next pre bid meeting can be viewed on Central Government e-procurement portal http://eprocure.gov.in/eprocure/app.	Please refer reply at s. no.17.	Suggestion not accepted.
Entry & Exit: Will the urrent scooter & car parking be relocated, actually this has to.		50 Crore Deposit : to be split in 4 parts in 3 years	Escalation of 20% after every 3 years is extremely very high, it was suggested to maintain it at 10%	Please also confirm the next pre-Bid date	As per the market conditions, the project shall be feasible to developer only if Upfront amount i.e. 50 Cr. is deposited in installments to DMRC. 25% to be taken in starting, then every year ending of allotment, 25% may be taken. This way in total 3 years, i.e. given as moratoriums period, the upfront payment may be taken.	The moratorium period of the project at per tender document is 3 years. In case all the sanctions & approvals were on part of DMRC, then the 3 years' moratorium period was justified. However, it is well ass ssed that a lot of approvals and sanctions from different local bodies are required; in this case the moratorium period should be at least 5 years or the date of completion or operation/ part operation of project.
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Suggestion not	Clause regarding mortgage and raising fund against receivables from the proposed property development project is provided under clause no. 4.8 of RFP and Clause No. 6.7 of DLA.	Please refer reply at s. no.16.	The temporary area 'G1' is not in the scope of this tender.	As the leasing of parking area in front is now allowed to concessionaire, the provision for entry exit etc. to be decided by him ensuring dedicated parking to DMRC in this area. Concessionaire will be charged @ Rs. 120 / Sqm. / month (Excluding Service Tax) to be escalated @20% every three years from the dafe of issue of LoA and this parking will be operated by Concessionaire but the rate to be charged will
There is no lease period extension clause in the tender, it becomes a matter of huge concern as this puts end to all the efforts in terms of time & money at the end of 50 years. Since the developer is expected to incur huge investments to take of the project, therefore it becomes essential that the developer may be given first right to continue with the project after expiry of lease period. The terms & conditions of the same may be negotiated and as per mutual agreed terms the developer may be given first right to take up the project.	Kindly provide clear clause regarding mortgage for raising money from financial institutions as project cannot work in isolation.		There is uncertainty regarding the best area of the project as it is allotted to DMRC on temporary basis. DMRC kindly expedite with DDA for permanent allotment & provide the developer full rights to develop the same as per prevailing standards.	Laws 2016 the minimum width of the approach road is 18 Mtrs. ROW (Copy attached). Hence it is suggested to provide two clear dedicated entry & exit minimum 18 mtrs wide, one each from either side of the plot.
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	require assiroval of DMRC.	the pich as may any of Mast	Please refer reply at s. no.17.	Please refer reply at s. no.25	No Construction Zone is clearly marked under Annexure 6 B-R of RFP document. Height of the building shall be governed by Grant of permission (construction of G+3 floors) issued by NMA placed under Annexure-9.	Other underground struct	NMA has granted permission for construction of building vide their letter dated 20.03.2014. The Plan showing marking of 10 mtr. & 200 mtr is placed under Annexure- 9A. After awarding the Lease, the Lessee has to prepare the
	Frova	ent su ent su see	dau lej	dau rej	No Construction Zor R of RFP document. Height of the building (construction of G+Annexure-9.	underground ure 6 B-R of th	granter dated mutri
	require ass	Land Use of development land use. The Lessee development the provisions	ase re	ase re	No Construct R of RFP doc Height of the (construction Annexure-9.	er ur nexure	A has r letter & 200
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430	surface Parking nain land as a surface parking, his will enhance	eral commercial shall be clearly	equal yearly after 1 year of possession of of moratorium	get the same e allotted along Ip the Lessee to nanner and will	plot clearly FAR, Set commuter		submitted with ASI for the by ASI clearly marked 100 st monument.
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	LAND_A, which is presently been used for by DMRC should also be added to the romposite development being used for sland scrapping and means of assess only. The frontage of the entire complex.	1-3-4 LL	Up-front payment should be charged in 4 equal yearly installments – 25% with 30 days of LOA, 25% after 1 year of possession of Land, 25% after 2 years of possession of land and balance 25% at the time of expiry of moratorium period.	y ally	Please provide the complete Zoning plan of the earmarking — No Construction Zone, Height, Backs and other underground services such as some services & operational blocks etc.		To provide complete layout as submitted with ASI for required NOC, duly approved by ASI clearly marked Mtr & 200 mtr radius from the ASI monument.
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building plan as per NMA 'Grant of Permission' and submit the same to ASI for approval of plan.	Please refer reply at s. no.18.	Please refer reply at s. no.12.	Suggestion not accepted.	Please refer reply at s. no.3.	Suggestion not accepted.	Please refer reply at s. no. 32.	Please refer reply at s. no.3. For further clarification regarding prerequisites and other formalities the local authorities such as DDA, DUAC, DFS, ASI etc. may be approached by bidders.	Yes, Advance Lease Fee shall attract Service Tax which is to be paid extra (Refer Clause 2.5 of DLA)	Please refer reply at s. no.18.
	The escalation should be 20% after 5 years as per the prevailing norms with most of the Nationalized Bank. Copy of already executed agreements attached).	Shulabh facility under construction should immediately be shifted to an alternate location immediately as the same is still under construction.	Reserve Price should be declared before the Bid date.	Please confirm who will sanction the building plans for the proposed plot either DDA or South MCD.	Commencement date should be from the date of physical handing over of the plot and not from the date of signing of Agreement.		detailed and numbered list of such formalities.	Lease Fee is payable to DMRC by the lessee for 47 years after 3 years moratorium on quarterly basis in advance. Will Lease Fee attract service tax?	Can we reduce Lease Fee escalation to @10% every three years instead of @ 20% stated in tender as per the current market trend? The market rent in the adjoining Saket District Center have come down from Rs 200/- per sft in
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		2008 to Rs 110 per sft 2016. In view of this the escalation factor needs to be discussed further.	
	42	What is the Stamp Duty amount for the Lease of 50 years and who will bear the cost? At present the market practice is to bear the cost in equal proportion between the Lessor	Rates of Stamp Duty prevailing in Delhi will applicable. The Stamp Duty Cost are derived from the value of Annual Lease Rent.
2 N /		and the Lessee.	Since the rental amount is a bid variable hence cost of stamp duty can not be provided by DMRC.
			The Cost of Stamp duty will be borne by Lessee only.
	43	The Property Tax is always paid by the Owner, which is DMRC; please confirm.	The Lessee will be liable to pay property tax from the date DMRC delivers possession of the project site to Lessee. (Ref. Clause 4.9.1 (d) of RFP & 6.3.1 of DLA).
,	44	Ground Rent is always paid by the Owner, which is DMRC; please confirm.	DMRC is paying Ground Rent @ Rs.1 per annum to DDA as per DDA letter dated 08.07.2016 (copy enclosed)
	45	Sub Lease has been allowed to Lessee but third level sub lease not allowed. Please clarify.	As mentioned under clause 4.4.1 of RFP & 3.4.1 of DLA: a) Lessee shall be entitled to sub lease the built up site to any person or entity only after adding the necessary structures
			and utility services. b) The Sub-Lessee shall also be permitted to license / Sub - Sub lease the built up space to Sub - Sub Lessee.
			However, further licensing (Sub-Sub-Sub leasing) of PD Built up Spaces by Sub-Sub Lessee is not permitted under the above clauses of RFP & DLA.
	46	Format of Sub lease should be finalised and given so that there is no further time wasted in getting approval done while sub leasing.	Please refer reply at s. no.6.
	47	Area of 2533 sq mt to be added later should be deleted from this tender. (marked G1).	Yes, accepted.
	48	Building proposed for PD is for G+3.It is not possible to construct a building with services covering 3 floors within a 15 meters height. This may result in very low floor to ceiling heights and thereby make the building unviable. Please	NMA has granted of permission for G+3 floors with height of 15m. within 100-200m zone and G+8 floors with total height of 30m beyond 200m zone.

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Please refer reply at s. no. 16.	Please refer reply at s. no.28.	Please refer reply at s. no.12.	For basement area and Ground Coverage please refer reply at S. No. 9 & 10.	The planning of building & its basement is in the scope of Lessee. Zoning of area for building envelop will restrict Lessee freedom to design building plan.	Further, basement construction is not allowed in "No Construction Zone" because of Underground Station and operational structures of DMRC. However, the bidder may explore possibility of basement		Please refer reply at s. no.17.	ECS requirement is 2 ECS/100 Sqm.	Extension of Moratorium period provided under clause no. 4.10 of RFP & clause no. 2.6 of DLA.	Please refer reply at s. no.17.	
confirm if the height can be increased to at least 18 meters? To improve the face and entry of PD, DMRC should sacrifice the parking site and shift it to another location within their land parcel.	Please mention clearly what uses are allowed in the proposed development? Besides Office complex will it cover retail, banquet, multiplex / mall, hospital?	To remove the structure of Sulabh Shauchalya, who will get permission?	After no construction zone, area for basement and building envelope after set backs should be defined. Can a basement be constructed in the no construction zone?	SUBB	SEAL OF	Environment Clearance is required for this project or not? If so, who will obtain it?	Can reserve price be divided into 2/3parts. That is if 50 Crore can be paid in 2/3 installments. First installment can be taken at the start of project. Second installment can be taken on sanction of plans and third installment on completion certificate.	Is ECS 2 per sq mt. or 3?	Can moratorium period be increased in case of legitimate delay by DMRC.	That the Security deposit of Rs.50 Crores should be allowed to be paid in the following manner:-	Page 8 of 13
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Acceptance i) Acceptance ii) Balance 75% in 3 equal annual Instalments spread over in three years. That 3 (three) years moratorium period for start of lease rent must commence from the date of release of sanctioned building plans and on obtaining of all the clearances for commencement of construction of the proposed building. The increase in lease rent by 20% every three years should be reduced to 10%, as it is the prevailing market practice and also 20% is not viable for the project. The ground coverage 55% should be atleast 40% as per building bye laws applicable for development of the corpvenient shopping centre / LSS / local level commercial areas. Additional ground coverage of 10% should be allowed for attium area. It will help in developing the large gardens on the terrace after providing space for services. The width of Entry and Exit road of 18-24 mtrs. Is mandatory under the building bye-laws for sanction of such size commercial building. Therefore, DMRC must rectify the road width accordingly. ALSO: The adjoining land abutting main road, which is presently the parking for metro station and if no, then this land should be declared as no construction zone, as in future, if any building will be spoiled & blocked), which will not only adversely affect the market value but also reduce the demand of this space.	For achieving the optimizing viability, the adjoining plot (G-1) admeasuring 2533 sq.mtrs. may also be allotted to bidder at later year, as and when available with DMRC.	Lease rights in the built-up space after completion of the building are to be transferable and inheritable with the prior permission of DMRC in order to enable the prospective
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	Please refer reply at s. no.06.	Please refer reply at s. no 28		Final approval will be of DDA. During the process any other approval needed to be pursued by Concessionaire.	No timeline mentioned in the NMA Grant of Permission and hence valid.	To be taken care, if any, at the time of approval by DDA.	Detailed in Annexure 6 R	No Land Use change needed as it is integrated plot.	Please refer reply at s. no.28.	Please refer Clause No. 4.7.4 of RFP	i
developer to achieve the viability of the project and to make the space marketable.	It will be very strenuous and time consuming to take prior permission or get every lease draft approved from DMRC. Kindly note for a building of more than 1.50 lacs sq ft, there will be almost 50-100 leases to be executed. Therefore, this condition should be dropped. However, standard draft lease agreement containing broad terms and conditions can be got approved from the DMRC with the stipulation that all	the approved norms and parameters. For the viability and success of the development shopping	*** *** (Is there any requirement of any new NOC from NAM?	there any new hylams from NAM 1:15	incorporated in the plan.	Hxact shape of the land with complete measurements as it is required to calculate the setbacks.	Change of land use letter from DDA/MCD or any other administration authority about using the place for commercial usage as it is nowhere mentioned in the RFP.	Multiplex, Hotel, Hospital should be allowed amongst various other commercial usage.	DMRC should have the plan sanctioned as various agencies including Delhi Jal Board, BSES, Environment, DDA, MCD etc. have different approvals to give on the said	
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24	DMRC to get the requisite permission from environment ministry & the same should be part of main agreement.	Please refer reply at s. no.53.
75	The formal amendment to the allotment letter from L&DO (as mentioned in Annexure 9) should be part of RFP.	Land is of DDA. NOC from DDA is enclosed at Annexure 9.
76	Moratorium period should start after sanction of plans from the required authority.	Please refer reply at s. no.21.
7	There should be no compulsion of developing property marked G1 on a later date when the same will be allotted to DMRC.	Accepted
78	If there is any kind of delay in sanction of plan due to any reason then the deposit paid by the successful bidder should accrue interest on the same.	Not Accepted
79	Upfront money should be paid in five installments. i.e. 25% on sanction of tender, 25% after approval of plans from the required authorities, balance 50% in three equal installments during the moratorium period.	Please refer reply at s. no.17.
80	The escalation of rent should be 10% instead of 20% every three years.	Please refer reply at s. no.18.
81	There is Mazaar located next to the plot, is it a historical monument? And does it come under NAM?	Please refer reply at s. no.11.
82	Kindly explain the entries/exit's road to the property and the same should correlate with the bylaws for sanction of building plans and project development of this nature.	Detailed in <u>Annexure 6 A R</u>
833	Surface commuter parking plot to be amalgamated with the project for the enhancement of the project, its location and total look and feel. Also the ingress/egress can be planned	Please refer reply at s. no.16.

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Please refer reply at s. no.12.	Detailed in Annexure 6	Please refer reply at s. no.17.			Please refer reply at s. no.25.	Please refer reply at s. no. 16.		
in the landscaping. 84 Shulabh Shauchalya to be shifted from the exiting location as it is on the main access to the development and can easily be build in any other corner.	Kindly clearly specify all underground services on site with a detailed map.	one go is not justified so it is requested to staggered the upfront lease fees in four equal instalments as per following: a. 25% i.e. Rs. 12.5 cr. at the time of Rid	e time of sectioning	c. 25 % i.e. Rs. 12.5 cr. at the time of completion of the super structure. d. 25% i.e. Rs. 12.5 cr. At the time of completion of Bid.		An Entrance wide 6 metres is proposed for the project. which is not at all feasible for this project, we suggest the following amendments for the entrance, kindly clarify the followings suggestion? a. Either an entrance at least 12 meters wide instead of	De provided ?	b. Parking area marked as A can be used as main entrance subject to , the successful bidder will

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	the numbers of basement level t and expenses the DMRC at	changed	ience (Shulabh at some other	ill sanctioned the projects are being s the sanctioning a part of MRTS shall remain with plan sanctioning is		industry cenario in r in 3 years of DMRC i	changed	ex gra
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	construct the sound area for the same numbers of vehicles proposed in area A, in the basement level of proposed project at his own cost and expenses and the same can be operated by the DMRC at same cost.	Kindly clarify whether the suggested above?	It is suggested to relocate the Public Convenience (Shulabh shauchalya) away from the main entrance at some other convenient location, kindly clarify?	Please clarify that which authority will sanctioned the building plans- DDA or MCD? In similar Metro developments, where the projects are being developed on MRTS stations, DDA is the sanctioning authority. The proposed project is also a part of MRTS station so the plan approvals authority shall remain with DDA as MCDs procedure and practice of plan sanctioning is	very complicated and lengthy. Kindly clarify the above.	As we all know that real estate as an industry is in recession, and keeping this and present scenario in mind, proposed lease increase i.e. 20% increase in 3 years is on the higher side. It will be realistic on part of DMRC if the increase is either 20% in 5 years or 10% in 3 years. Kindly	r this	kindly clarify whether constructed in proposed public and semi-public?
	construct the vehicles proof propose and the stand same cost.	arify w fabov	ested tra) aw	clarify plans- E ir Metro ed on 7. The So the MCDs p	olicate rify th€	all kno in, and d lease ier side	/hethe 1?	en ii 🗲
	co ve of an	Kindly clarify whe suggested above?	sugge uchaly venien	Please clarify building plans-In similar Metro developed on authority. The station so the DDA as MCDs	r com	we a ession posed highe	clarify whether suggested?	kindly clarify constructed in public and semi
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ADDENDUM-2

CPD -26R: Property Development at 1.22 Ha Plot Near Malviya Nagar MRTS Station

			Addendum	No. 2					
	·		(SUMMARY S	HEET)					
Modifications in the Tender Documents (RFP & DLA) & Reply to Pre Bid Queries									
S. No.	Document	Clause No. /Page No.	In place of	Please read	Remarks				
1	RFP	Clause 1.1.4 / Page no. 6	Page no.6	Page no.6R	References to Annexure-6R, Annexure 6 B-R & Annexure- 9A				
2	RFP	Clause 1.1.5 ,/ Page no. 7	Page no.7	Page no.7R	References to Annexure-6R				
3	RFP	Clause 1,1.8 , 1.1.9 / Page no. 7	Page no.8	Page no.8R	Clause regarding Temporary Land 'G1' modified. New clause about Commuter parking area added.				
4	RFP	Annexure-4.1.1 Page no. 37	Page no.37	Page no.37R	References to Annexure-6R				
5	RFP	Annexure-4,1.3 Page no. 37	Page no.37	Page no.37R	Additional Area clause modified by deleting reference to temporary land 'G1'.				
·					Reference to dedicated entry area added within the scope of 'Additional Area'.				
					Para regarding metro Commuter parking area to be used for improving frontage of the Property Development Project is added.				
6	RFP	Annexure-4.9.1 e) Page no. 37	Page no.41	Page no.41R	Payment for using metro commuter parking area added.				
7	RFP	Annexure- 4	Page No.55	Page no. 55R	Payment for using metro commuter parking area added.				
8	RFP	Annexure-6	Page No.59	Page no.59R	Annexure-6 revised				
9	RFP	Annexure-6A	Page No.60	Page no. 60R	Annexure 6A revised				
10	RFP	Annexure 6B	Page No.61	Page no. 61R	Annexure 6B revised				
11	RFP	Annexure 9	Page No.68	Page no. 68R	Ref. to Annexure 9A added.				

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PROJECT BACKGROUND

1.1. Introduction

- 1.1.1 Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) implementing the Delhi Metro Rail Projects, has been mandated by Ministry of Urban Development (MoUD) to undertake value capture from property development Initiatives for sustainable revenue generation and part financing Delhi MRTS Project. Ministry of Urban Development has also issued an order permitting DMRC to carry out Property Development in lands allotted for Delhi MRTS Project vide Order No. K-14011/8/2000 MRTS (Pt.) dated 30 March, 2009.
- DMRC has been allotted a land parcel by DDA measuring 12219 Sqm (approx.) at Malviya Nagar for Phase-II of Delhi MRTS Project. Plot is allotted by DDA for Delhi MRTS Project and it is an integrated with Malviya Nagar metro station and less than 3.0 Hac and NOC for property development has been issued by DDA. Hence any property development activity not restricted by extant laws / Master Plan of Delhi (MPD)-2021 can be undertaken on this plot. Apart from Metro rail accessibility, the site is very close to Saket City Center, DLF, Select City Walk Mall, Saket District Court and residential area of Pushp Vihar, Malviya Nagar, Saket, Hauz Khas, Shekh Sarai, and Multi Speciality hospitals such as Max, Saket City Hospital etc. All these factors make this site attractive due to its potential for Property development.
- 1.1.3 This site is integrated with Malviya Nagar MRTS station. It is proposed to carryout property development on this integrated plot through a developer for this tender. The site is being offered on "as is where is basis". As per para 12.15 of MPD 2021, applicable Development norms for property development at this site are as under:

(i) FAR : 100 (ii) Ground Coverage : 25%.

- 1.1.4 As per the Master Plan, the designated land use of the plot was "Public and Semi public". To enable DMRC to raise revenue through property development activity, DDA has issued NOC for property development vide DDA letter dated 07/04/2010.1.1.5 (i) The National Monument Authority has also issued "grant of permission" for construction in respect of property development at Malviya Nagar Metro station, in the regulated area of 'Qila Rai Pithora' vide their letter F.No.2-9/557/2013-NOC/NMA dated 18.03.2014. NMA has granted permission for construction of G+3 floors with total height of 15 mtrs (in the 100-200 mtrs zone) and G+8 floors with total height of 30 mtrs beyond 200 mtrs zone from Qila Rai Pithora (Ref <u>Annexure-9 & 9A</u>). (ii) Indicative layout of proposed entry & exit to and from this plot is detailed under <u>Annexure 6A-R</u>.
 - A part of this land plot has been utilized for the construction of a part of underground metro station. Any construction activity will be restricted above this portion of underground metro station. This zone is marked in the layout plan. The layout plan of "NO Construction Zone" is detailed under Annexure 6B=R.
- 1.1.5. A DJB pipeline as shown in drawing is also running along a part of boundary of this plot. This pipeline was shifted by DJB through this plot during construction of Malviya Nagar underground station. Hence, developer will be required to leave sufficient offset from this

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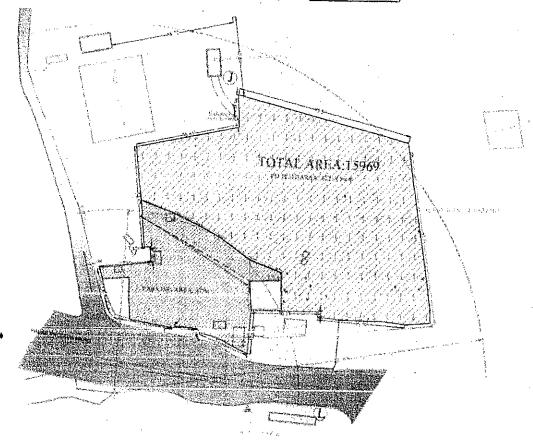


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DJB pipeline. Shifting of DJB pipeline does not seem feasible due to availability of other underground utility services of Sewer line, underground Drain and Low Tension Cable. The Sewer line and Underground drain are passing along the Press Enclave Road whereas a Low Tension Underground Cable line is passing along Press Enclave Road and one branch is terminating in the plot area. The Lessee must take adequate safety precautions before starting construction work to keep their employees safe as well as others from construction related hazards. Area covered by DJB pipeline is marked in the layout plan (Ref: Annexure 6B-R).

1.1.6 An indicative sketch of the site is as below (Ref: Annexure -6R):



1.1.7 Through this tender, it is envisaged to transfer sub-lease rights to a selected developer for a period of 50 years from the commencement date to utilise the site for property development making use of available ground coverage and FAR as permitted under MPD 2021. The successful bidder shall plan the layout for DMRC approval as per Section – 4 of this document.

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- 1.1.8 A temporary land measuring <u>2533 Sqm</u> (Marked as G1) is available with DMRC. The Concessionaire / Lessee shall provide unfettered access to the authorized representative of DMRC to the temporary land G1 at all times during the Lease period.
- 1.1.9 Existing metro commuter parking area measuring approx. 3750 Sqm can be made part of plot being concessioned under this tender but it may be used only for landscaping purpose with committed provision of 120 ECS parking for metro commuters in this location. The Lessee will be charged as per rate mentioned under clause 4.9.1 e). The metro commuter parking will be operated by Lessee/Concessionaire but the rate to be charged will require approval of DMRC.

However, the area used for dedicated entry / exit on this metro commuter parking shall be considered as 'Additional Area" as per clause no. 4.1.3 of RFP.



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GENERAL CONDITIONS

4.1 Leased Site

- 4.1.1 After signing of LOA and execution of Lease Agreement, the Selected Bidder shall be granted access to the subject land to construct, operate, manage and maintain the subject land as mentioned in Clause 2.1 of this RFP and as detailed in Annexure 6R of this RFP document.
- 4.1.2 Areas indicated in Clause 2.1 above and Annexure 6 hereto, are approximate. Actual area shall be measured jointly at the time of providing access to the Leased Site(s) / subject land and in case there is any variation in the area, the Upfront Lease Fee shall be adjusted on pro-rata basis.
 - 4.1.3 In case any additional FAR over and above the existing FAR Or additional land area (the 'Additional Area'), the Additional Area may be allotted to the Lessee at the sole discretion of DMRC on the request made by the Lessee upon payment of additional Upfront Lease Fees (at applicable rate at that time by increasing @20% every three year as done in the case of recurring payment) and the Annual Lease rate of Lease Fee on the date of such request made by the Lessee on pro rate basis. The Lease Period of such Additional Area shall however be co-terminus with the Lease Agreement. All cost associated with the additional FAR including but not limiting to the FAR conversion charge will be borne by Lessee.

Also, the Existing metro commuter parking area measuring approx. 3750 Sqm can be made part of plot being concessioned under this tender but it may be used only for landscaping purpose with committed provision of 120 ECS parking for metro commuters in this location. However, the area used for dedicated entry / exit from the existing metro commuter parking shall be considered as 'Additional Area".

4.1.4 Additional FAR through possible implementation of TOD Norms:

Benefit of TOD on this plot could not be availed due to building height restriction imposed by NMA as this plot fall in the NMA regulated zone i.e. 100m – 200m from Rai Pithora Qila.

However, in future, if any, advantage of increased FAR area due to TOD may be availed as "Additional Area" per clause 4.1.3 of this document.

4.2 Period of 'Lease'

4.2.1 The access to the Site shall be granted to the Selected Bidder immediately from the date of execution of the Lease Agreement (configuration of date) within a period of 7 days from the payment of Coffort Lease Fee & Performance Security by the Selected Bidder to the DMRC (hereinafter referred to as "Commencement Date").

4.2.2 The Lease granted under the Lease Agreement shall be valid for a period of 50 (Fifty) years from the Paymencement Date or earlier if the lease Agreement is terminated by the

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4.9 PAYMENTS TO DMRC

4.9.1 In lieu of the rights transferred to the Lessee for the subject Site, the Lessee shall make following payments to DMRC in manner given below:

a) Part A: Fixed Upfront Fee ((Non Refundable and Non Negotiable) as below:

Plot	Total Area (Sq. m.)	Upfront Fee (Rs in Cr)*
Integrated Plot at Malviya Nagar MRTS station	12219	Rs 50 Crores (Rupees -Fitty Crore Only) Applicable Service Tax

The 25% of Upfront Lease Fee shall be payable within 30 days of issue of LOA and remaining 75% of lease Upfront Fee within 90 days of issue of LOA.

b)	Part B: Advance Lease	Fee (a	as Bid	Variable	to be	quoted	by	bidde	r)

In addition to any outstanding dues over the Lessee, it shall make advance payments for Lease Fee of Rs. _____ only on quarterly basis to the DMRC at the rate quoted in its Financial Bid (Refer to the format given in Annexure 4 of Section 5) within 7 days of commencement of respective quarter. All the taxes including the service tax, as applicable from time to time shall also be paid by the Lessee in addition to the amount of the quoted rate of the Lease Fee. The Advance Lease Fee shall be payable from the day falling after the date of the completion of the Moratorium Period.

The Advance Lease Fee for a specified quarter shall be worked out by multiplying the area of the Leased Space(s) with the per month quoted rate of Lease Fee and further multiplying it by 3 (Lease Fee = Area X NN¹ X 3).

- c) Service tax as applicable will be borne solely by the Lessee.
- d) All other statutory taxes, statutory dues, local levies, stamp duty as applicable shall be charged extra from the Lessee. Property tax of the Leased area shall be paid by lessee directly to the respective authority at applicable rates. The Lessee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this Lease Agreement.
- e) In addition, the Lessee will be charged @120 / Sqm / month (plus applicable Service Tax) for the leasing of existing metro commuter parking area to the Lessee. The rate of parking area to be escalated @20% every 3 years from commencement date.
- 4.9.2 The Advance Lease Fee referred to above shall be escalated @ 20% every 3 (three) year from the date of commencement. Other applicable charges such as security deposit shall be escalated @20% every 3 (three) year from the date of commencement.

The Advance Lease Fee in Clause 4.9 for the subject Site shall become payable from the day after the date of completion of the **Moratorium Period**.

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Annexure 4

Format for Financial Proposal- Malviya Nagar (Contract CPD-26R)

(To be submitted and signed by the Bidder's authorised signatory and if Bidder is bidding for more than one package, he/she/they has to submit this format separately with the quoted recurring payment.)

recurring payment.) Executive Director/Contracts, Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 Sub: "RFP for Property Development at Malviya Nagar MRTS Station Complex: ("Project") Sir, We hereby submit our Financial Offer for the Project: If the Project is awarded to us, we agree to make the following payments to DMRC as per the terms given in the Request for Proposal (RFP) Document. 1. Fixed Upfront Lease Fee Rs. 50 Crores (Rupees Fifty Crores + Service tax extra) in the form of Pay Order/Cheque/Demand Draft.

	the form of Pay Order/Cheque/Der	mand Draft.		<i>,</i>
2.	Monthly Lease Fee rate @		per	square meter (in (in words)for a
	Lease Period of 50 yrs.	······································		(iii Words)ioi (
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We also agree to pay at the pro-rata rate of additional area charges for the additional area, which may be requested by us and made available by DMRC subject to availability/feasibility only for utilities equipment and services.

In addition, we agree to pay parking area charge @120 / Sqm / month (plus applicable Service Tax) for using of metro commuter parking area.

4. The Lease Fee and Any fee along with in items 1,2 & 3 above shall be escalated at @ 20% every 3 year as per escalation Clause No. 4.9.2 of Section 4 of RFP document from the commencement date.

5. Over and above the Lease Fee, we also agree to pay all charges for the energy, water and other utility services to the extent divided at the Leased Site(s) by DMRC.

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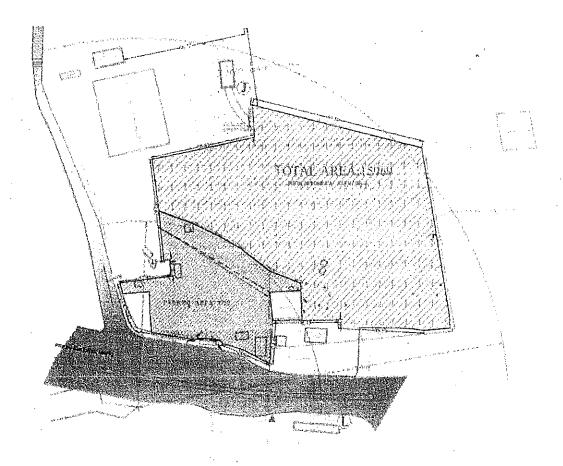
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RFP Bld Document: Contract CPD-26R (Property Development at Integrated Plot of Malviya Nagar MRTS Station)



ANNEXURE 6R SITE PLANS



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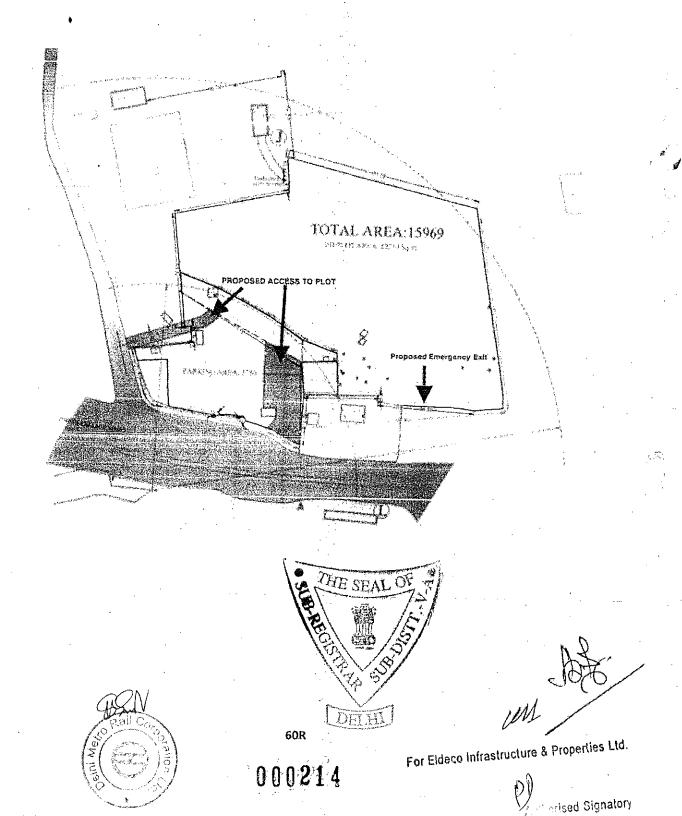
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ANNEXURE 6 A-R Proposed Entry Exit Plan (Ref: Clause 1.1.5 ii)



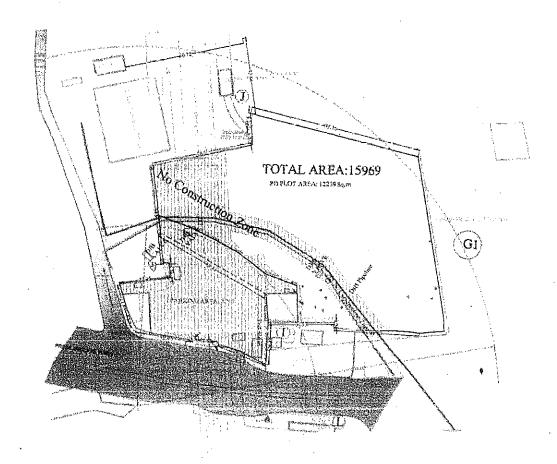
RFP Bid Document: Contract CPD-26R (Property Development at Integrated Plot of Malviya Nagar MRTS Station)



ANNEXURE 6 B-R No Construction Zone Plan (Ref: Clause 1.1.5 iii)

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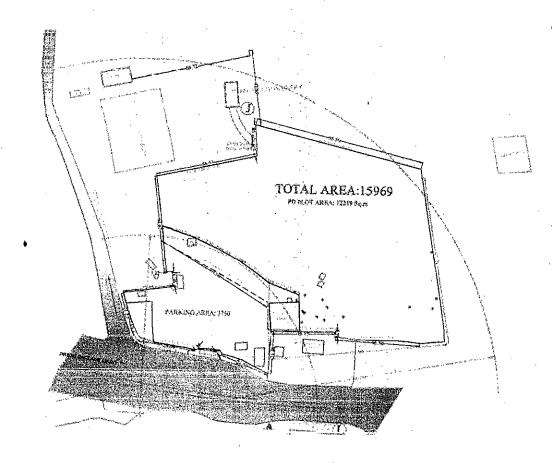




ANNEXURE-9 & 9A

(NOC for Property Development by DDA and NMA Clearance to Project Site are uploaded along with RFP document in PDF format)

NMA REGULATED ZONE (ANNEXURE-9A)





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- (t) "concessionaire" and "Lessee" has same meaning for the purpose of this contract.
- (u) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- 1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Lessee to DMRC shall be provided free of cost and in Two copies, and if DMRC is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain a copy thereof.
- 1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.
- 1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

- 1.4 Priority of contract documents and errors/discrepancies
 - 1.4.1 The documents forming a part of this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of the following documents shall, in the event of any conflict, discrepancy or ambiguity between them, be in the order they are set out:
 - (i) This Agreement;
 - (ii) Schedules to this Agreement;
 - (iii) The Letter of Acceptance issued to the Lessee;
 - (iv) The written clarifications and addenda issued to the Bidders;
 - (v) The RFP including the Bid Document, Draft Lease Agreement and Annexures 1-12.

1.5 Law

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The contract shall be dealt under the provisions of Indian Contract Act.

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For Eldeco Infrastructure & Properties Ltd.

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ARTICLE 2

2.0 TRANSFER PRICE

- 2.1 This Agreement has been signed with the Lessee/SPC Company after receipt of Upfront Lease Fee of Rs. 50,00,00,000 (In words Rupees Fifty Crores) -
- 2.2 The Lessee acknowledges that DMRC is allowing Property development on the Project Site and undertaking transfer of the leasehold rights in the same for the purpose of raising funds for its Delhi Mass Rapid Transit System.
- 2.3 Upon payment of the Upfront Lease Fee, the Lessee shall peacefully and quietly enter upon the Project Site only for the following purposes:
 - pursue marketing in respect of the Project;
 - hold a temporary marketing office;
 - perform soil investigation/planning;
 - temporary construction of boundary wall/barricading around the Project Site.
- 2.4 The Lessee shall pay a sum of Rs. _____ only on quarterly basis to the DMRC towards Advance Lease fee for the Project Site.
- 2.5 Lessee shall make advance payments for above referred advance Lease Fee (mode of payment quarterly) to DMRC within 7 days of commencement of respective quarter. All the taxes including the service tax, as applicable from time to time shall also be paid by the Lessee in addition to the amount of the quoted rate of the Lease Fee. The Lease Fee shall be payable from the day falling after the date of the completion of the Moratorium Period.

The advance lease fee / Lease Rent for a specified quarter shall be worked out by multiplying the area of leased space(s) with the per month quoted rate of Lease Fee and further multiplying it by 3 (Lease Fee = Area X NN¹ X3).

In addition, the Lessee will be charged @120 / Sqm / month (plus applicable Service Tax) for the leasing of existing metro commuter parking area to the Lessee. The rate of parking area to be escalated @20% every 3 years from commencement date.

- a) Service tax as applicable will be borne solely by the Lessee.
- b) All other statutory taxes, statutory dues, local levies, cess, duties including stamp duty, registration charges that may be applicable/levied in respect of the Project as applicable shall be charged extra from the Lessee and shall have to be remitted along with the Lease Fee for enward remittance to the Government. Property tax of the leased area shall be borne by Lessee The Lessee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this Lease Agreement.

For Eldeco Infrastructure & F

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ARTICLE 5

Additional FAR

5.1 Leased Site

5.1.1 In case any additional FAR over and above the existing FAR Or additional land area including land 'G1' as detailed under clause 1.1.8 of RFP (the 'Additional Area') is available in future, the Additional Area may be allotted to the Lessee at the sole discretion of DMRC on the request made by the Lessee upon payment of additional Upfront Lease Fees (at applicable rate at that time by increasing @20% every three year as done in the case of recurring payment) and the Annual Lease rate of Lease Fee on the date of such request made by the Lessee on pro rata basis. The Lease Period of such Additional Area shall however be co-terminus with the Lease Agreement. All cost associated with the additional FAR including but not limiting to the FAR conversion charge will be bear by Lessee.

Also, the Existing metro commuter parking area measuring approx. 3750 Sqm can be made part of plot being concessioned under this tender but it may be used only for landscaping purpose with committed provision of 120 ECS parking for metro commuters in this location. However, the area used for dedicated entry / exit from the existing metro commuter parking shall be considered as 'Additional Area".

5.1.2 Additional FAR through possible implementation of TOD Norms

Benefit of TOD on this plot could not be availed due to building height restriction imposed by NMA as this plot fall in the NMA regulated zone i.e. 100m – 200m from Rai Pithora Qila.

However ,in future, if any, advantage of increased FAR area due to TOD may be availed as "Additional Area" per clause 5.1.1 of this document.

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For Eldeco Infrastructure & Properties Ltd.

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- 6.3.18 The Lessee shall plan the layout in such manner that it provides access to station and ancillary buildings such as ASS room, Fire sump and pump room etc all the time, as well as meets the requirement of Bye laws enacted by local bodies.
- 6.3.19 The Lessee will not cordon off the metro station, and fire access road from project site, by constructing any structure which restrict visibility and may cause obstruction to fire tender route / fire escape area. Lessee will also ensure visibility on the surroundings of metro station from and to the project site:
- 6.3.20 The shifting of the existing operational structures and utilities, if found during excavation or otherwise, on the subject site shall be done by the Lessee within 6 month period under the supervision of DMRC.
- 6.3.21 Lessee shall plan the layout of the property development area as per NMA clearance accorded to DMRC vide letter No. letter No. F.NO.2-9/557/2013-NOC/NMA dated 18.03.2014 for proposed property development at Malviya Nagar integrated plot ("Project Site").
- 6.3.22 A part of this land plot has been utilized for the construction of a part of underground metro station. Any construction activity will be restricted above this portion underground metro station. This zone is marked in the layout plan.
- 6.3.23 A DJB pipeline as shown in drawing is also running along a part of boundary of this plot. This pipeline was shifted by DJB through this plot during construction of Malviya Nagar underground station. Hence, developer will be required to leave sufficient offset from this DJB pipeline. Shifting of DJB pipeline does not seem feasible due to availability of other underground utility services of Sewer line, underground Drain and Low Tension Cable. The Sewer line and Underground drain are passing along the Press Enclave Road whereas a Low Tension Underground Cable line is passing along Press Enclave Road and one branch is terminating in the plot area. The Lessee must take adequate safety precautions before starting construction work to keep their employees safe as well as others from construction related hazards. Area covered by DJB pipeline is marked as "D" in the layout plan.

6.3.24 During the construction activities the Lessee shall strictly follow the guidelines issued by DMRC and DMRC's manuals on Safety, Health and Environment and Safety, Health and Occupational Hazard on construction sites (OHSAS Manual).

6.3.25 Lessee shall ensure the quality of the work and submit Audit/Report on Quality of Construction and Material before and after commencing the construction work.

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For Eldeco Infrastructure & Properties Ltd.

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SCHEDULE - A

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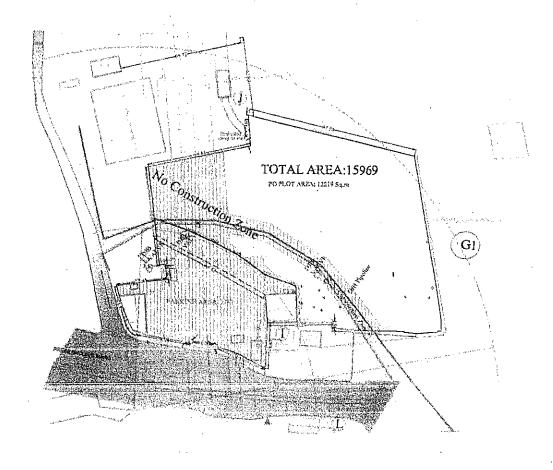
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(Ref: Clause 1.1.3 to 1.1.9 OF RFP Document)

DESCRIPTION OF PROJECT SITE

The site for Delhi Metro's **Malviya Nagar** which is located in South Delhi admeasures approximately 1.22 hectare. The Project Site, identified is situated at Press Enclave Road.



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For Eldeco Infrastructure & Properties Ltd.

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			The apprehension of delay has been addressed under clause no. 4.6 of RFP. According to this clause, the Nodal officer of DMRC will act as single window for all clearances & approvals from DMPC.
in Mes	<i>k</i>	G1: This area does not have clearances, we suggest we wait for the clearances and then bid for both	Suggestion not accepted.
(CIL	80 AV	Commercial Uses : Please clarify Commercial uses	Commercial uses are as per Master Plan of Delhi - 2021.
		Basement : What is the basement are to be constructed.	Approximately 5000 Sqm of the plot area can be utilized for construction of basement. However, bidder should make their own assessment as prevailing bye-laws.
()	10.	Ground Coverage : in exact sq. ft. / sq. Mtrs. Please mention	3054 Sqm. (Ground Coverage @ 25% of PD plot area measuring 12219 Sqm)
0	11.	Mazar: is not part of DMRC Land, please confirm the same	Mazar is not part of property development plot of DMRC.
0222	7	Shulabh Shauchalai ; Please remove / relocate it	Sulabh facility may be shifted by the lessee by Lessee to alternate location inside PD plot or existing commuter parking area without any cost to DMRC. The mutually agreeable location will be decided by DMRC and Lessee after award of contract.
For	,	Construction area please indicate the construction area	Construction area can be inferred from the layout plan mentioned under Annexure – 6B. The area excluding "No Construction Zone" can be planned for constfuction by Lessee.
Eldaço infra	4	DJB Pipe भोते हैं : The year and date of installation	Three DJB Pipelines passing through the plot Two DJB pipelines were installed by DJB during Phase-II of Delhi MRTS Project while one pipeline was laid recently.
astruct	15.	Existing DJB room: Please confirm if they will be removed	No DJB rooms exist on the plot.
O)			The Protection wall around 2 nos. of valve chamber existing on the site. Out of total 3 valve one valve is without chamber. The Lessee has to leave sufficient clearance while planning of the project. The Valve chambers may be removed / shifted by Lessee at alternate location with the permission of DJB.
	Lid.		

Suggestion not accepted.	rding mortgage for raising Clause regarding mortgage and raising that against regarding as project cannot work in clause no. 4.8 of RFP and Clause No. 6.7 of DLA.		The temporary area 'G1' is not in the scope of this to	of the approach road is 18 As the leasing of parking area in front is now allowed to not it is suggested to provide concessionaire, the provision for entry exit etc. to be decided by him concessionaire will be charged @ Rs. 120 / Sqm. / month (Fxcluding Service Tax) to be escalated @20% every three years	from commencement date and this parking will be operated by
There is no lease period extension clause in the tender, it becomes a matter of huge concern as this puts end to all the efforts in terms of time & money at the end of 50 years. Since the developer is expected to incur huge investments to take of the project, therefore it becomes essential that the developer may be given first right to continue with the project after expiry of lease period. The terms & conditions of the same may be negotiated and as per mutual agreed terms the developer may be given first right to take up the project.		The entry & exit of the site is not well defined. This is a huge project & it is expected that it is well visible in order to catalyze its marketing. Our suggestion is to include the parking area of Metro in the project area so that the same is utilized as main entrance. This shall provide excellent ambiance to the project. Commuter parking can be taken care by the lessee by providing reasonable parking area free of cost to DMRC.	There is uncertainty regarding the best area of the project as it is allotted to DMRC on temporary basis. DMRC kindly expedite with DDA for permanent allotment & provide the developer full rights to develop the same as per prevailing standards.	6 the minimum width (Copy attached). He dedicated entry & exil either side of the plot	
22 AQA	23	24	25	26	4

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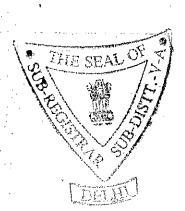
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For Eldeco Infrastructure & Properties Ltd.

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G OF ADDENDUM NO.2 **FIONS (ISSUED AFTER ISS**) PRE BID CLARIFICATION

(^{*})

Contract: CPD-26R: Property Development at Integrated Plot of Malviya Nagar MRTS Station

S.No.	PRE-BID QUERIES	DMRC REPLIES
-	25% within 30 days of issue of Letter of Acceptance.	Not Accepted.
	Balance 75% on handing over of physical possession after obtaining all the sanctions for start of construction work.	
7	We again submit that the increase in Lease Rent by 20% every three years may please be reduced to 10% every three years for the right viability of the project keeping in view the prevailing market scenario and experience over a long period of time and future supply in the market.	Not Accepted.
က်	That 3 (three) years moratorium period for start of Lease Rent must commence from the date of release of sanctioned building plans and on obtaining all the clearances for commencement of construction work of the proposed building.	Not Accepted.
4	Please clarify the authority for sanction of building plans will it be DDA or Municipal Corporation (MCD).	Plans to be get sanctioned from Civic Agencies. As per data available it is DDA but it may change due to redistribution of work among civic authorities.
ភេ ្	Kindly clarify the use of land is Commercial for development of Office/Shopping Mall Complex.	As plot is integrated with Metro Station and less than 3Hac therefore property development is permitted on this plot.
		The successful bidder may plan Commercial/ office/shopping complex etc as per provisions of Master Plan of Delhi (MPD) 2021.
9	Is there any conversion charges payable for the use of the proposed building as Commercial Office/Shopping Mall Complex.	Land Use conversion charges is not applicable because plot is integrated with Metro Station and change of Land Use on this plot is not required.

For Eldeco Infrastructure & Properties Ltd.

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d success of the Shopping Mall eateries and other entertainment I and must to permit Multiplex in the in view the project on the Metro	authority lowhere m	including Delhi Jal Board, BSES, Environment, DDA, MCD etc. have different approvals to give on the said property and may take a long time to do the same if a private builder handles it.	DMRC to get the requisite permission from environment ministry & the same should be part of main agreement. By the Concessionaire. Therefore requisite permission from Ministry of environment is also within the scope of Concessionaire.	period should start after sanction of plans from the hority,	should be paid in instalments. i.e. 50% on Hot accepted. Horatorium period.	idn of rent should be 10% instead of 20% every Not accepted.	It has been observed that pipeline divides the plot area into parts ie. Zone A G+3 and Zone G+8. It is mentioned that no construction can be done over the pipeline and in the 'No Construction Zone'. Since it is difficult to construct a continuous building due to the restricted zone, in order to ascertain how much FAR will be available for a viable Commercial Development after taking all the restricted zone in to concern, we request you to kindly provide us the Auto CAD Drawing.	
For the right viability an Complex, the multiplex, facilities, it is quite essentia complex, specially keeping Station.	administration authority a usage as it is nowhere me	DMRC should have the plant including Delhi Jal Board, E have different approvals to take a long time to do the sa	DMRC to get the requisite & the same should be part	2 3	(도 일		It has been observed that parts ie. Zone A G+3 and construction can be done Construction Zone'. Since it building due to the restricte much FAR will be avait Development after taking all we request you to kindly prov	
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15.	From the indicative layout of proposed entry & Exit to and from	The proposed access to the plot has been planned
	this plot detailed under Annexure 6 (A), it has been observed	from Press Enclave Road and Gitanjali Enclave
	that entry and exit to the Commercial Mall is not from the main	Road, Proposed access from Press Enclave Road is
	and it is in the opposite direction of the Entry of the Metro	adjacent to the Gate No. 3 of Malviya Nagar Metro
	Station - Please confirm our understanding?	Station.
16.	The present use of land is mentioned as "Public & Semi-public"	Please refer "Development Control for Metro Station"
-	in the RFP Document	under Chapter 12 of Master Plan of Delhi (MPD)
	and for a formation of the property of the second	ZUZ'i wherein it is provided that
	change through Gazette Notffication is very important as has	"Metro Station along with property development
	Change in ough Cazette Nothicated to very important as made	Composite development in to maximum area of 30
	been provided by Divike in the case of Seelampul Prof., Netaji	(composite development) up to maximum area of 5.0
	Subash Place & Welcome Plots. If any Gazette Notflication for	Ha shall be permitted in all USE Zone except in
	the subject project is passed by the Government, please provide	Recreational and Regional Park/Ridge Use Lone,
	us a copy of the same.	Lutyens' Bunglow Zone and Hentage Zone".
		As Malviya Nagar Plot is less than 3 Hac and
		integrated with Metro Station hence change of Land
		Use on this plot is not required.

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For Eldeço Infrastructure & Properties Ltd.

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Contract: CPD-26R: Property Development at Integrated Plot of Malviya Nagar MRTS Station

		Ac	ldendum No.3		
		(SUI	MMARY SHEET)	
		Modification	s to Tender Do	cuments	
S. No.	Document	Clause No. /Page No.	In place of	Please read as	Remarks
1.	RFP	Clause 2.3 Key Details Table	Page 11R	Page 11R1	Key dates extended



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For Eldeco Infrastructure & Properties Ltd.



2.2.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from DMRC in respect of the Project other than for those matters in respect of which express provision is made in the Lease Agreement.

2.3 Salient features of Bidding Process:

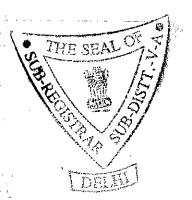
- a) DMRC has adopted a two packet bidding process for declaration of a Selected Bidder to transfer rights under the Lease Agreement for the Site.
- b) The details of bidding process are provided in Section 3.
- c) Schedule of bidding process for RFP:

From 14.09.2016 to 24.10.2016 15.11.2016 01.12.2016 (upto 15:00 hrs.) on e-tendering website
https://eproure.gov.in/eprocure/app.
INR 21,000/- (inclusive of 5% DVAT) Non-Refundable
(Demand Draft /Banker's cheque) in favour of "Delhi Metro
Rail Corporation Ltd" payable at New Delhi.)
Cost of tender documents i.e, D.D./Banker's cheque, in original, shall be accepted only upto 15:00 hours on
24.10.2016 15.11.2016 01.12.2016 in the office of
Executive Director/Contracts at below mentioned address.
21.06.2017
29.09.2016 at 11.00 hrs
30.09.2016 <u>05.10.2016</u> (upto 17:00 Hrs.) (Queries from
bidders after due date shall not be acknowledged)
07.10.2016 <u>14.10.2016</u>
19.10.2016 at 11.00 hrs
21.10.2016 (upto 17:00 Hrs.) (Queries from bidders after
due date shall not be acknowledged)
27.10.2016 45.11.2016
Pe E
14.10.2016 01.41.2016 11.00 99:00 Hrs
24.10.2016 15.11.2016 <u>01/12.2016</u> upto 15:00 Hrs.
25.10.2016 16.11.2016 02.12.2016 at 15:00 Hrs.

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For Eldaço infrastructure & Properties Ltd.

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CPD-26R: Property Development at Integrated Plot of Malviya Nagar MRTS Station

			Question Re	ference				
1.	You have no POA. Please		Board Resolution	on i.e autho	rization in	favour of	signatory	to the
2.	Eldeco Statio successful certificate/doc	on 1. Hower completion cumentary gineer as	ork experience rever you have not and comme evidence duly of the case may be	submitted nercial op pertified by	documen eration. an archi	tary evide Please tect/statut	nce in sup submit ory audit	port of client or the
3.	Please clarify	/ and subm	Builtup area in t it certificate by a nay be as stated	n Architect	/ statutor	/ auditor /	or the Cha	artere
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				Date				
Signe	ea -							

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For Eldeco Infrastructure & Properties Ltd.





Date 9th January, 2017

To

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The Executive Director (Contracts)
Metro Bhawan, 5th Floor, "A" wing
Fire Brigade Lane Barakhamba Road
New Delhi -110001
Sub-Submission of Shortfall cocuments for tender id2016_DMSC_123313_1

Dear Sir,

This is in reference to clarification & submission of documents, as mentioned in email & SMS notification dated 5/01/2017.Board resolution in reference to Power of Attorney (as per Annexure 8 of submitted tender documents), would like to clarify that Mr Parag Dimri, resident of 503, Raison Armor Home Ahinsa Khand II indirapuram Ghaziabad, employed with us & presently working in the capacity of General Manager (Marketing) has been duly authorized by Board Resolution dated 8th September, 2014, which is still valid & In force. We are enclosing certify true copy of same for your kind perusal.

In reference to documentary evidence in support of successful completion and commercial operation of Eldeco Station 1. & detail of Built Up area, as built in Eldeco Station 1, we are enclosing the certificate as issued by the Architect of the Eldeco Station 1 i.e. Space Combine.

Have also attaching the Full Occupation certificate dated 19/12/2008 for Eldeco Station 1, as issued by Haryana Urban Development Authority.

We understand that above details, clarify & complete the shortfall of documents, as were sought. In case, if any, further details/clarifications/information is required, let us know, we will be happy to submit that.

Yours Faithfully

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For Eldeco Infrastructure & Properties Ltd

For Eldego Infrastructure & Properties Ltd.

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Eldeco Infrastructure & Properties Ltd.

Corp. Off. & Communication Add.: 201-212, 2nd Floor, Splendor Forum, Jasola Discipl Ceutre, New Dethi-110025
Tel.: 011-40655000, 40655100, 46509000 Fax: 40655111 E-mell: contempetitiecoproperties.com Website: www.edecogroup.com
Read. Office : 5-16, Second Floor, Eldeco Station 1, Sector-12, Faildabad, Haryson-121007 CIN : U74590HF20007LCIM3883

ELDEGO

CERTIFIED TRUE COPY OF THE EXTRACTS OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OR DIRECTORS OF ELDECO INFRASTRUCTURE & PROPERTIES LIMITED HELD ON MONDAY 8TH DAY OF SEPTEMBER, 2014 AT 10:00 A.M. AT ITS CORPORATE OFFICE AT 201-212, 2ND FLOOR SPLENDOR FORUM, IASOLA DISTRICT CENTRE, NEW DELHI-110023

Authorization for participation in bids/tender/EOI etc & matters related thereto

"RESOLVED THAT in partial modification of the resolution passed by the Board of Directors on 30th April 2010, the consent of the Board of Directors of the Company be and is hereby accorded for participating In applications/tenders/bids (including but not limited to technical & financial bids)/auctions/Expression of Interests (EOI's) (with or without consortium) so invited by the various Development Authorities of various States, Municipalities, Local Bodies and Authorities, Electricity Boards/Undertakings, Central or State Government or Quasi Government or any Government Departments or Public Undertakings for any other Authorities from time to time.

RESOLVED FURTHER THAT Mr. Pankaj Bajaj, Managing Director, Mr. Rajesh Baijal, Chief Operating Officer, Mr. Agil Kumar Dhanda, Group Chief Financial Officer (Finance & Accounts), Mr. Rajiv Nijhawan, Consultant (Laison) and Mr. Parag Dimri, AGM (Marketing) of the Company be and are hereby jointly and/or severally authorized on behalf of the Company to sign and submit all quotations/tender papers, Memorandism of Agreement/Consortium Agreement (in case of consortium), prequalification documents, or any other documents related thereto, and to provide information's, responses to clarifications/enquiries etc. pertaining to aforesaid applications/ bids/tenders/auctions/EOI's.

RESOLVED FURTHER Mr. Pankaj Bajoj, Managing Director, Mr. Rajesh Baijal, Chief Operating Officer, Mr. Ansi Rumar Dhanda, Group Chief Financial Officer, Mr. Rajiv Nijhawan, Consultant (Laison) and Mr. Parag Dimri, AGM (Marketing) of the Company be and are hereby jointly and/or severally authorized on behalf of the Company to sign, execute, verify, modify, amend, file and produce from time to time any/all documents in connection with aforesaid purpose, and also to do and perform such other acts or deeds or things as they deems necessary, desirable or expedient to give effect to the above resolution.

RESOLVED FURTHER THAT pursuant to Article No. 122 of the Articles of Association of the Company, Common Seal of the Company be affixed on the Power of Attorney or any other document (if required) in the presence of either Mr. Pankaj Bajaj, Managing Director or Ms. Rajani Sharma, Company Secretary of the Company who would affix his/her signature in token thereof."

For Eldeco Infrastructure & Properties Limited

lanestructure & Propesties Ltd.

RAMANI SHARMA Hajarah Sharmotory

Company Secretary

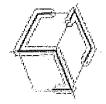
Dated: January 9, 2017

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For Eldego Infrastructure & Properties Ltd.

Authorised Signatory

Eldeco infrastructure & Properties Ltd.



Areatters engineers designed

A11112, 2nd Floor, Seldening Shelave Maw Dalb: -110039 (INDIA) Telephone: 185 11 48150000 (FD lines) Telefa: +91 1: 4615000 2-mail: inio@spacecombine.com Webeide: www.spacecombine.com

Information for Technical Elizability

Sr. No	Name and location of project.	Name of Developer	Brief description about the Nature of the Project	Total Built up Area in Sgm.	Date of Completion of Project
ethi	Eldeco Station 1, Site No. 1 Sector 12 City Centre Faridabad, Haryana	Eldeco Infrastructure & Properties Ltd.	Shopping mall cum Multiplex	18582.90	19/12/2008

Contilicate by a registered project architect:

I/We declare that above mentioned project has been fully completed and the project has already been occupied/commissioned.

Dated this 7th day of January, 2017

(Name, Signature and seal of the Architect)

I hereby confirm reply furnished above and also confirm that there is no adjustment in my Tender Price and Time Schedule on account of above confirmations.

- (Parag Dimri)

In the capacity of General Manager (Marketing), duly authorized to sign this Bid for and behalf of Eldeco, intrastructure & properties Ltd. having its office at 201-212, Splendor Forum Plot No. 3, Distr. Centre fasola New Delhi-110025.

Enclosed- Full Occupation (Completion) Certificate for Eldero Station 1, as issued by Haryana Urban Development Authority.

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For Eldeco Infrastructure & Properties Ltd.

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Authorised Signator

HARYANA URBAN DEVELOPMENT AUTHORITY

From

Estate Officer Haryana Urban Development Authority, Faridabad.

Plot Area

: 6375 SO.M

To

Sh./Smt.

M/S ELDECO INFRASTRUCTURE & PROPERTIES LTD. SHOPPING MALL NO.1, SECTOR-12, FARIDABAD

Memo No. 1995

Whereas you/your G.P.A. Sh./Smt.

applied for issue of an occupation certificate in respect of Residential/Commercial/Industrial/ Institutional building No. MALL NO. 10 Sector Faridabad.

Details of Covered Area

Description of building:

G.F. Area = 2497.114 SQ.M + ATRIUM FLOOR=2497.114 SQ.M

Diary No :94

IST Floor = 2432.604 + 3RD FLOOR=1513.167 SQ.M.

Diary Date :21/04/2008

2nd Floor = 1840.770 SQ.M + AREA BALANCE FAR 375.486 SQ.M

+ EXTRA AREA CONST.197.390 SQ.M

Basement =LOWER BASEMENT= 3368.842 + UPPER BASEMENT 3860.420 SQ.M

Total covered area= 18582.90 SQ.M. FULL COMP. OF ATRIUM FLOOR, GF,FF, 2ND

FLOOR, 3RD FLOOR, LOWER BASEMENT, UPPER BASEMENT ONLY

The building has been checked with regard to photocopies of approved building plans and in respect of Haryana Urban Development Authority (Erection of Buildings) Regulation, 1979 and architectural controls/ zoning regulations/standard designs/other instructions issued from time to time.

You are hereby granted permission for full occupation of the building of above description as per report of J.E. & S.D.E. (S).

This Certificate is issued subject to the condition that, you shall continue to abide by the NOTE :approved building plan, the provisions of Haryana Urban Development Authority(Erection of Buildings) Regulation, 1979 architectural controls/zoning regulations/standard designs/other instructions issued from time to time. If, in future it is revealed that you have made any addition/alteration in the building without prior permission of Estate Officer, HUDA, Faridabad, or using the building for purpose other than the use permitted, this certificate will stand with drawn automatically and you will be liable for penal action under the HUDA, Act-1977.

THE SE

Endst. No.

1. Allotment Branch,

2. Sub Divisional Engir

HUDA, Faridabad

Dated:

For Eldeco Infrastructure & Properties Lt

Estate Officer HUDA, Faridabad.∜



Government eProcurement System Government of India

eProcurement Bid Submission Confirmation

System

Date: 18-May-2017 12:31 PM

@ Print

Bid Information	
Bld ID :	451174
Bidder Name :	Eldeco Infrastructure & Properties Ltd
Organisation Chain :	Delhi Metro Rail Corporation Limited ED/Contracts - DMRC
Tender Ref No :	CPD-26R
Tender ID :	2016_DMRC_123313_1
Tender Title :	Property Development at Integrated Plot of Malviya Nagar MRTS Station
Bid Submitted Date & Time :	01-Dec-2016 01:00 PM

Corporate Tender	er Details		
Login ID;	parag.dimri@eldecoproperties.com	User Type:	Corporate/Bidder
Company Name:	Eldeco Infrastructure & Properties Ltd	Registration Number:	U74899HR2000PLC043893
Registered Address:	shop no. 16, 2nd Floor Eldeco Station 1 Sector 12 Faridabad, Haryana	Name of Partners / Directors :	Nil
City:	New Delhi	State :	Delhi
Postal Code :	110025	PAN Number:	AAACE8177D
Company's Establishment Year (yyyy):	2016	Company's Nature of Business:	Real Esate
Company's Legal Status:	Limited Company	Company Category :	Others
Title :	Mr	Contact Name:	Parag Dimfi
DOB (Date Of Birth):	29-Aug-1971	Designation :	NII
Correspondence Email:	parag.dimri@eldecoproperties.com	Phone :	91 - 011 - 40655000
Mobile:	9818675637		

* Tender Fee in ₹ : 21,000 in ₹ : 0.00 in ₹ : 0.00

<u>Offli</u>	ne Tender Fee Pay	yment Detail	<u>s</u>			
S.No	Instrument No.	Name	Issued Date	Expiry Date	Acc.No	Amount in ₹
1	022854	Bankers Cheque	12-Nov-2016	11-Feb-2017		21,000
					Total in ₹	21,000

Offli	ne EMD Fee Paym	ent Details				
S.No	Instrument No.	Name	Issued Date	Expiry Date	Acc.No	Amount in ₹
1	022855	Bankers Cheque	12-Nov-2016	11-Feb-2017		65,00,000
<u> </u>					Total in ₹	65,00,000

Bid Documents

For Eldeco Infrastructure & Properties Utd.

https://eprocure.gov.in/eprocure/app?component=%24DirectLink&page=ViewBldSumm... 18-05-2017

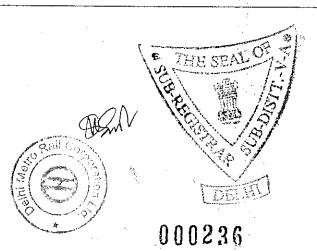
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S.No	Packet Type	File Name	Description	File Size	File Hash
1	Fee/PreQual/Technical	tenderfeeandemd.pdf	Scanned Copy of Tender Fee and EMD	32.00	PDt5D9wLImMZp0xHc8XGvQlznms=
		poa.pdf	Power of Attorney, Board Resolution, JV/Consortium agreement in case of JV/Consortium	64.00	O43GTvUosT4fqaDWY6d3quBKDhA:
		moaandregistrationcertificate.pdf	Memorandum of Association (MOA) and Article of Association (AOA)	686.00	ljG0dIV03FENi7H67iyUKjHkgvY=
		balancesheetcompressed.pdf	Balance Sheets	31220.00	SXEoE99v3RNb/Prxk+zrkxqjNsk=
		annexurescompressed.pdf	Annexure 1 to 12 of RFP document	1929.00	gKSSHY3nSGSqZ0tnjS5qH6tNl+k=
	,	otherscompressed.pdf	Any other document required as per the tender	5925.00	Mx1qMwHe8IBYmc1AxpA3imjwze0=
2	Finance E	30Q_133623.xls A _	BoQ (Pricing , Document) duly filled in and complete in all respect	279.00	aapypeoCBzs3q/EONCB4LSE0SEY=

	mission History		
SiNo	Status	Submitted Date & Time	
1	Bid Documents Resubmitted	01-Dec-2016 01:00 PM	
2	Bid Documents Resubmitted	01-Dec-2016 09:02 AM	
3	Bid Documents Resubmitted	15-Nov-2016 01:23 PM	

Thanks
Tender Inviting Authority



For Eldeço Infrastructure & Properties Ltd.

Bid Fee Paid Information

Tender Title : Property Development at Integrated Plot of Malviya Nagar MRTS Station

Tender ID: 2016_DMRC_123313_1

Tender Reference CPD-26R

Number:

Bid ID: 451174

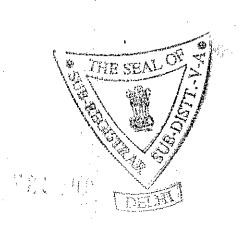
Payment Information

S.No	Instrument No.	Name	Issued Date	Expiry Date	Acc.No	Amount (INR)
1	022854	Bankers Cheque	12-Nov- 2016	11-Feb-2017	-	21,000

1.101		Name	Date	Date	Acc.No	(INR)
0228	55	Bankers Cheque		11-Feb-2017	-	65,00,000

For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory



Technical Bid Opening Summary

Organisation Chain :	Delhi Metro Rail Corporation Limited ED/Contracts - DMRC
Tender ID:	2016_DMRC_123313_1
Tender Ref No :	CPD-26R
Tender Title :	Property Development at Integrated Plot of Malviya Nagar MRTS Station
Bid Openers :	DEV SWAROOP, Vikas Kumar, A.V Patil, NARENDRA KUMAR BAGDIYA
Scheduled Bid Opening Date & Time :	02-Dec-2016 03:00 PM
Cover No. :	2
No. of Bids :	1

Decryp	ted Bid Openers List	
S.No	Name	Decrypted Date
1	DEV SWAROOP	02-Dec-2016 03:14 PM
2	A.V Patil	02-Dec-2016 03:16 PM

Tech	nnical Bid List	Selection			
S.No	Bidder Name	Opened By	Opened Date	Status	Technical Eligibility Criteria
	Eldeco Infrastructure & Properties Ltd	A.V Patil	02-Dec-2016 03:18 PM	Admitted	



For Eldeco Infrastructure & Properties Ltd.



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Certificate No.

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1

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Decument

Property Description

Consideration Price (Rs.)

First Party

Second Party .

Slamp Duty Paid By

Slamp Duty Amount(Rs.)

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

IN-DL20185882283432O

: 14-Nov-2016 11:54 AM

: IMPACC (IV)/ dl865503/ DELHI/ DL:DLH

SUBIN-DLDL865509405407957361570

: ELDECO INFRASTRUCTURE AND PROPERTIES LTD

Article 48(c) Power of attorney - GPA

: Not Applicable

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(Zero) *

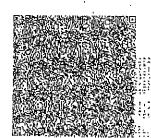
: ELDECO INFRASTRUCTURE AND PROPERTIES LTD

DELHI METRO RAIL CORPORATION LTD

: ELDECO INFRASTAUCTURE AND PROPERTIES LID

100

(One Hundred only)



..Please write or type below this line..

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POWER OF ATTORNEY

Know all men by these presents, we Ekleco Infrastructure & Properties Ltd., having its registered office at S-16, Second Floor, Eldeco Station 1, Sector 12 Faridabad Haryana, do hereby constitute, appoint and authorize Mr. Parag Dimri, resident of 503, Raison Armor Home Abinsa

For Eldeco Infrastructure & Properties Ltd

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Authorised Signator

Author highly in this stamp Continues hourd be putited at tweet electionary cont. Any discussions in the contribution of the c

The trade of absoluting the Regillmedy to the harmonia at the verificate.

Khand II Indirapuram Ghaziabad U.P., who is presently employed with us and holding the position of General Manager (Marketing) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or lacidental to our bid for the Project, including signing and submission of all documents and providing information/responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Bid for the Project. We bereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For Eldeco Infrastructure & Properties Ltd.

Panka Bajaj

Managing Director

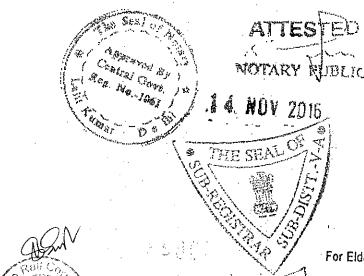
Accepted

Parag Dimri

General Manager (Marketing)
R/o 503 Raivon Armor Homo

R/o 503, Raison Armor Home Ahinsa Khand II Indicapuram

Ghaziabad U.P.



For Eldeco Infrastructure & Properties Ltd.

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Annexure 1

Letter of Application

The Executive Director / Contracts, 5th Floor, "A" Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,

New Delhi 110001.

Sub: RFP for Property Development at Malviya Nagar MRTS Station, Delhi

Sir,

- 1. Being duly authorized to represent and act for and on behalf of Eldeco Infrastructure & Properties Ltd.(hereinafter referred to as the "Bidder"), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby applies as a Bidder for Property Development at 12219 Sqm (approx) plot at Malviya Nagar MRTS station, (hereinafter referred to as "Project") on Lease basis, according to the terms & conditions provided by DMRC.
- 2. The Tender Security in the form of Demand Draft / Pay Order / Bank Draft / irrevocable bank guarantee / Fixed Deposit Receipt in favor of Delhi Metro Rail Corporation Ltd. have been deposited before dead line of tender submission as specified in NIT".
- 3. DMRC and its authorized representatives are hereby authorized to conduct any inquities/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.
- 4. DMRC and its authorized representatives may contact the following persons for any further information:

Name of the person (s):

Parag Dimri

Address:

201-212 2nd Floor Splendor Forum Jasola District Centre

New Delhi- 110025

011-40655000 Ext-211

Phone: Fax

: 011-40455111

Authorised Signatory

For Eldeco Infrastructure & Properties Ltd.

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Eldeco Infrastructure & Properties Ltd.

Corp. Off. & Communication Add.: 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, New Delhi-110025 Tel.: 011-40655000, 40655100, 46503900 Fax: 40655111 E-mail: contact@eldecoproperties.com Website: www.eldecogroup.com Regd. Office: S-16, Second Floor, Eldeco Station 1, Sector-12, Fandabad, Haryana-121007 CIN: U74899HR2000PLC043893

5. This application is made with full understanding that:



(a) Bids will be subject to verification of all information submitted at the time of bidding.

(b) DMRC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.

(c) DMRC shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of

6. We, the undersigned declare the statements made, and the information provided in the duty completed application forms enclosed, are complete, true and correct in every detail.

7. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the Bid. We have also visited the Project Site for the assessment and have made our own due diligence and assessment regarding the Project.

8. We agree to keep our offer valid for one hundred eighty (180) days from the date of submission of Proposal thereof and shall not make any modifications in its terms and conditions, which are not acceptable to the DMRC and are in violation of the terms of the Bid Documents. We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

9. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by DMRC. We agree that, without prejudice to any other right or remedy, DMRC shall be at liberty to forfeit the entire & Properties Ltd.

For Elds Charles Authorized signatory

Date: 15 November, 2016

(Eldeco Infrastructure & Properties Ltd.) Name and seal of Bidder

Place: New Delhi

Encl:

1) The Tender Security of Rs.65,00,000//- (Rupees Sixty Five Lacs only) bearing No. 022855 drawn upon HDFC Bank dated 12/11/2016. in the form of Demand Draft

2) Power Of Attorney for signing of Application Board resolution authorizing the signatory (Suggested

3) Memorandum of Agreement (MOA) in case of a Consortium.

4) Relevant Submissions as per the given Formats.



For Eldeco Infrastructure & Properties Ltd.



DELHI DEVELOPMENT AUTHORITY INSTITUTIONAL LAND BRANCH

A-Block, 2nd Floor, Vikas Sadan, INA, New Gelhi

No. MANASAL ** 18"

Dated & 7 18

The Chief Engineer (Gen.)
Duits Motro Hall Corporation Ltd.,
Metro Bhawan,
Fire Brigade Lanc
Barakhamba Road;
New Delhi-110001

Sub: Modification of terms & conditions as per list enclosed for allotment-cumdemand letter issued in respect of DMRC Phase-II on permanent basis.

SH,

(E)

(1)

I am-directed to convey the approval of the Competent Authority in compliance with Notification No. F No.J-13036/02/2016-DD-V dated 9.6.2016 of Govt. of India, Ministry of Urban Development vide which it has been decided to modify the relevant para related to Property Development and Ground Rent of demand cum allotment letter in respect of land allotted on permanent basis to DMRC for its projects (Transportation). Accordingly, the relevant para-7 of Demand-cum-Allotment letters issued for DMRC Project Phase-III in respect of sites as per list enclosed is modified as under:-

Para-7 DMRC is permitted to carry out property development activities on the land allotted on permanent allotment basis for Metro Projects.

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For Eldeco Infrastructure & Properties Ltd.

Authorised Signa



Further, it is also notified that Ground rent will be charged @ Re. 1/- per annum instead of 2.5% of the total premium, as specified in original Demand-cum-allotment letters as per list enclosed.

The other terms and conditions of Demand-cum-allotments in respect of sites as per list enclosed will remain same and unchanged.

(Sada Shiv)
Dy. Director(IL)

Copy for information to:-

Sr. Accounts officer (IL), DDA for information.

Dy. Director(iii)

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For Eldeco Infrastructure & Properties Ltd.

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16 34(02)06/IL	Paschim Vihar	Station	i bo troi		
	1.5.	A CONTRACTOR OF THE CONTRACTOR	15,593 Sqm		2000 01 27
34(03)06/11	Mundka		246-59 Som	and the second of the second of the second s	12.10,2007
34(04)06/11	Laxmi Nagar	Metro Station		كاماراد وي جرد	
34(7)06/IL	Parmeshwari Wata		30,000,5970	San San San San	
	Bagh	A Anabox Cita Find	18500 Sqm.	09,11,2006	30.1,2006
20 34(09)06/11	Karkerdocma	Mediate		7007	28.5.2007
(4.0)06/H.	Green Park	Ancillary Bldg/	3912:50 Sam	7,004,400	
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55 34(11)06/11+	paschim Vihar	Metro Station			
34(06)08/IL	(Madipur)		226,839 Sqm	12.12.2006	10.31.2007
34(12)06/11	Dayanand Vihar	Viaguot		100000000000000000000000000000000000000	23 25 2007
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	W ôfer (A) Year		may co par-	25.09.2007	08. 32.2008
34(34)06/1L	Saket	Metro Station	4589.83 5411		

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For Eldeco Infrastructure & Properties Ltd.





Annexure 2

BIDDER RELATED INFORMATION

Particulars			
Name of Applicant	Eldeco Infrastructure & Properties Ltd.		
Registered under the lindian Companies Act, 1956	Yes		
Name(s) of Promoters	Mr. Pankaj Bajaj & l	vIrs. Bandana Kohli	
Address of the Registered Office	Shop No. S-16 Seco Sector 12 Faridabad	nd Floor Eldeco Station 1 Mall, Haryana	
Address of the Corporate Office	201 – 212, Splendor Jasola, New Delhi -	Forum, Plot No. 3, Distt. Centre	
Particulars of the Main Business Activities as per the Memorandum of Association	Real Estato developi	ment	
Year of Incorporation	16 th March 2000		
Shareholding Pattern (% of paid up share capital)	Promoters —	97.68	
	Banks/Pinancial Institutions:	0	
	Public ;	0	
	Others:	2.32	

ENCLOSE AS ANNEXURE 2

(i) Copy of registration certificate of Bidder

Cilsed Signatory

(ii) Memorandum of Understanding and Articles of Association of Bidder.

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For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

Eldeco Infrastructure & Properties Ltd.

Corp. Off. & Communication Add.: 201-212, 2nd Floor, Splendor Forum, Jasoia District Centre, New Delhi-110025
Tel.: 011-40655000, 40655100, 46503900 Fax: 40655111 E-mail: contact@eldecoproperties.com Website: www.elder.ogroup.com Regd. Office: S-16, Second Floor, Eldeco Station 1, Sector-12, Farldabad, Haryana-121007 CIN: U74899HR2000PLC043893



PROJECT EXPERIENCE RELATED INFORMATION

Commercial / Property Development Project #1

Name of Applicant: Eldeco Infrastructure & Properties Ltd.

Built Up Area of Commercial / Property Development Project Component (Square Meter):

Capital Investment (Rs. in crores):

Section A: Commercial / Property Develo	opment Project Profile	
1. Name of the Commercial / Property Development Project	Eldeeo Station 1	
2. Location of the Development (Address)	Site No. 1 Sector 12 City Centre Sector 12, Faridabad Haryana	
3. Total Land Area (Sq. m.)	6375	
4. Date of Commencement	May, 2005	
5. Date of Completion	19 th December, 2008	
Section B: Financial Information		
1. Actual Project Cost (Rs. in erores)	76.70	
Total Estimated Income from the Project (Rs. In crores)	78	
3. Estimated Net Profit from the Project (Rs in crores)	1.3	

For Eldeco Infrestructure & Properties List.



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For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory



FINANCIAL CAPABILITY RELATED INFORMATION

Name of the Bidder-Eldeco Infrastructure & Properties Ltd.

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
·			
Details	2015-2016 (in Rs crores)		
1			
Paid up Capital	10.83		
Add: Reserves and Surplus	401.76		
1			
Less: Revaluation Reserves	0		
Less: Accumulated Losses			
	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		
	;		
Less: Intangible Assets	0.20		
i			
,			
Tangible Net Worth	412,39		
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For Eldeco Infrastructure & Properties Ald.

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For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory



Name of the Bidder: Eldeco Infrastructure & Properties Ltd.

Average Turnovcr (Rs. in Crores)

Financial Year	2012-13	2013 - 14	2014-15	2015-16
1. Annual Turnover as per the audited Profit and Loss Account (Rs. in Crores)	303.72	297.85	396.83	364.6

Dated

Applicant's Signature

(With seal of the Company)

Full Name -Parag Diriri

Designation-General Manager (Marketing)

Name of the Company -Eldeco Infrastructure & Properties Ltd.

Address of the Company -201 - 212, Splendor Forum, Plot No. 3, Distr. Centre Jasola, New Delhi - 110025

For Eldeco infrastructuro & Properties Ltd.

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For Eldeco Infrastructure & Properties Ltd.

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Authorised Signatory



Annexure 3

Summary of Financial Details

(Rs. Crore

		ļ		
Particulars				
. Accounting year	2012-13	2013-14	2014-15	2015-16
Net Worth	391.42	410.83	435.57	412.39
Annual Turnover	303.72	297.85	396,83	364.6

1) Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the preceding 3 (Three) years.

- 2) In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '3' audited financial years will be taken into consideration for evaluation, If audited balance sheet of any other year than the last year is not submitted, the tender will be considered as non-responsive.
- 3) The above data must be submitted for all Relevant Consortium members, duly certified by CA/Statutory Auditor.
- 4) All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
- 5) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

(Parag Dappi) used Septiatory

For and on behalf of

(Eldeco Infrastructure & Properties Ltd.)

Designation-General Manager

Place:

Signature of CA/ Statutory Auditors

(with seal & registration no.

Date: 15 No

For Eldeco Infrastructure & Properties Ltd.

0.00250

Eldeco Infrastructure & Properties Ltd.

Authorised Signatory



Kumar Gaurav Agarwai & Co.

Dated: 14th November 2016

To Whomesoever It may concern

As per the information and documents of M/s Eldeco Infrastructure & Properties Ltd having its registered office at Shop No-S-16, Second Floor, Eldeco Station 1, Site No-1, Sector-12, Faridabad, Haryana, 121007 provided to us, this is to certify that:

Name of the Bidder: Eledeco Infrastructure & Properties Limited

Capital Investment (Rs. in crores):

Section A: Commercial / Property Development F	Project Profile
1. Name of the Commercial / Property Development Project	Eldeco Station - 1
2, Location of the Development (Address)	Faridabad
3. Total Land Area (Sq. m.)	6375
4. Date of Commencement 5. Date of Completion	May-15
Section B: Financial Information	19,12,2008
I. Actual Project Cost (Rs. in crores)	
2. Total Estimated Income from the Project (Rs. In crores)	
3. Estimated Net Profit from the Project (Rs in crores)	78.00
the y toject (NS in crores)	1.30

For Kumar Gaurav Agarwal & Co

Chartered Accounts

CA Kumar Gauray

Proprietor

M.No 0501252

Rail Co

THE SEAL OF THE

For Eldeco Infrastructura & Properties Ltd

1)

Authorised Signatory



Annexure 4

Format for Financial Proposal-Malviya Nagar (Contract CPD-26R)

Executive Director/Contracts, Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi --110 001

Sub: "RFP for Property Development at Malviya Nagar MRTS Station Complex: ("Project")

Sir,

We hereby submit our Financial Offer for the Project. If the Project is awarded to us, we agree to make the following payments to DMRC as per the terms given in the Request for Proposal (RFP) Document.

- 1. Fixed Upfront Lesse Fee Rs. 50 Crores (Rupees Fifty Crores + Service tax extra) in the form of Pay Order/Cheque/Demand Draft.
- 2. Monthly Lease Fee rate @ Rs. 212 per square motor or Rupee Two Hundred & Twolve for a Lease Period of 50 yrs.
- 3. We also agree to pay at the pro-rate rate of additional area charges for the additional area, which may be requested by us and made available by DMRC subject to availability/feasibility only for utilities equipment and services.
- 4. The Lease Fee and Any fee along with in items 1,2 & 3 above shall be escalated at @ 20% every 3 year as per escalation Clause No. 4,9.2 of Section 4 of RFP document, from the commencement date.
- 5. Over and above the Lease Fee, we also agree to pay all charges for the energy, water and other utility services to the extent provided at the Leased Site(s) by DMRC.
- 6. In an event, we are the selected bidder, any failure to deposit requisite Upfront Fee and Performance Security within 30 days from the issue of LOA would entitle the DMRC to forfeit the Tender Security.
- 7. The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If I/we do not accept the correction of errors, this Bid will be rejected & EMD will be forfeited.
- 8. Service tax as applicable and other applicable taxes including property tax from time to time will also be paid by us/me in addition to the aforesaid charges.

For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

Eldeco Infrastructure & Properties Ltd.

GELDECO

This offer is being made by us/me after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the sites, all risks and contingencies and all other conditions that may affect the financial proposal. We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Authorized signatory

Eldeco Infrastructure & Properties Ltd.

Date: 15 November, 2016

Place: New Delhi





For Eldego Infrastructure & Properties Ltd.



Authorised Signatory



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

IMPACC (IV)/ dl865503/ DELHI/ DI

SUBÍN-DLDL865503405429925933

N-DL201869598467920

14-Nov-2016 11:57 AM

Certificate No.

Certificate Issued Date

Account Roforence

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

(Zero)

PARAG DIMRI

Not Applicable -

PARAG DIMBI

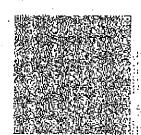
Not Applicable

Article 4 Affidavil

PARAG DIMPI

(One Hundred only





ease write or type below this line.



For Eldeco Infrastructure & Properties Ltd.

Аппехиге 5

AFFIDAVIT

Authorised Signa

I, Parag Dimri S/o late Shri Govind Prasad Dimri, resident of 503 Raison Armor Home Abinsa Khand II Indirapuram Ghaziabad U.P., the General Manager (Marketing) of the Eldeon Infrastructure & Properties Ltd.; do solemnly all infrastructure & Properties Ltd.; do solemnly

Ondiral **Govi** ads. Mo.4661 000254

Statutory Alerti

- The crus of check of the highlinest is on the users of the conflicted Missing the one of any discrepancy places below the Compelent Authority.

- f. I say that I am the authorised signatory of Eldeco Infrastructure & Properties Ltd. (hereinafter referred to as "Biddei/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.
- 2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Property Development at 1.22 IIa plot at Malviya Nagar MRTS station Delhi (hereinafter referred to as "Project") Request For Proposal ('RIP') Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
- 3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
- 4. I say that if at any point of time including the Lease Period, DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
- 5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RIP shall entitle us to be disqualified from the bidding process for the Project. The costs and risks for such disqualification shall be entirely borne by us.
- 6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION:-

4 2179.21

I, the above named deponent, do verify that the contents of printing and it is a trible will davit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at New Delhi, on this 14th day of November, 2016.

DEPONENT

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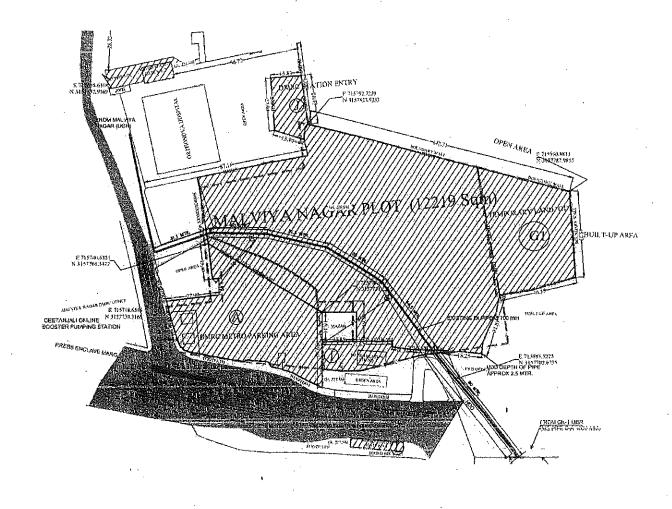
For Eldeco Infrastructure & Properties Ltd.

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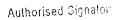
ANNEXURE 6 SITE PLANS





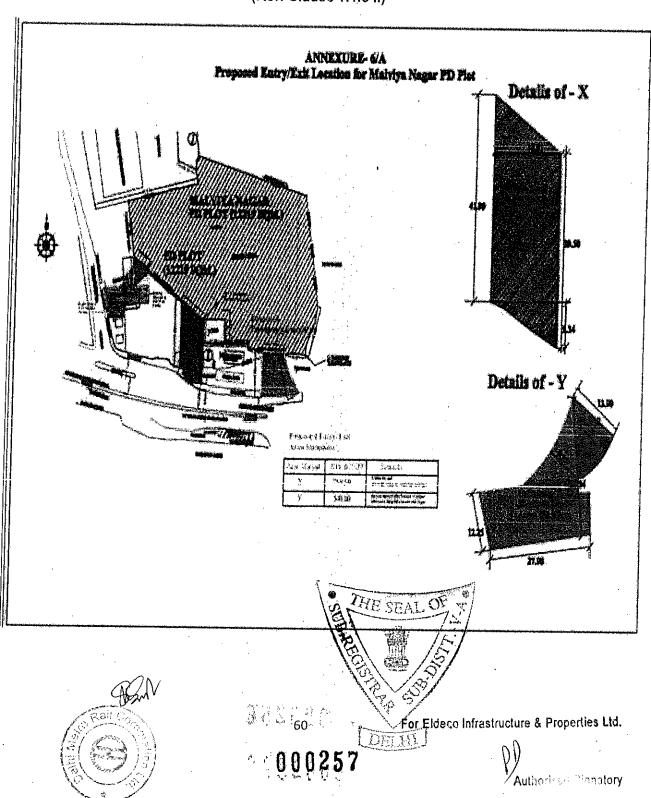
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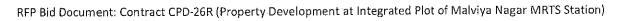
For Eldeco Infrastructure & Properties Ltd.





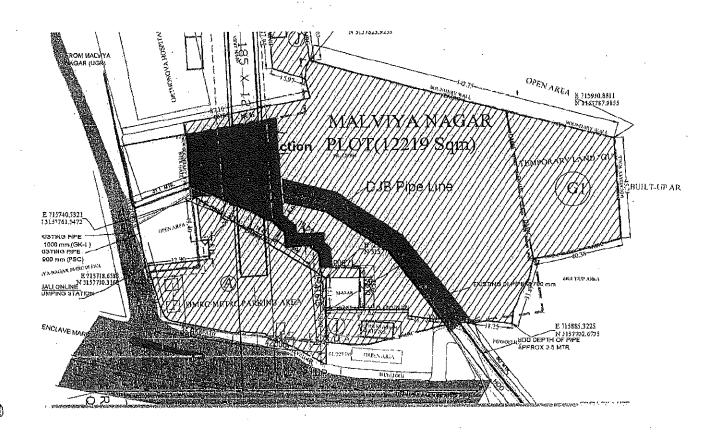
ANNEXURE 6 A Proposed Entry Exit Plan (Ref: Clause 1.1.5 ii)







ANNEXURE 6 B No Construction Zone Plan (Ref: Clause 1.1.5 iii)





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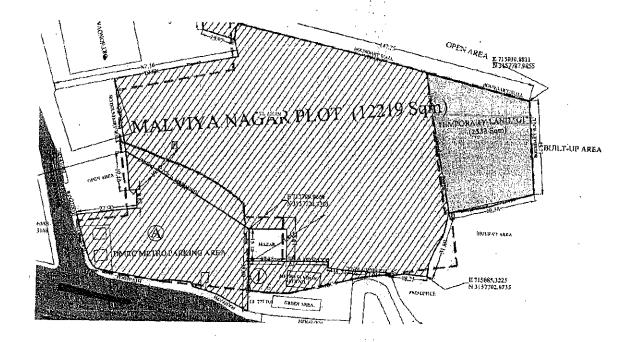
For Eldeco Infrastructure & Properties Ltd.



Authorised Signators



Annexure- 6 C Temporary Plot 'G1' (Ref: Clause 1.1.8 of RFP)





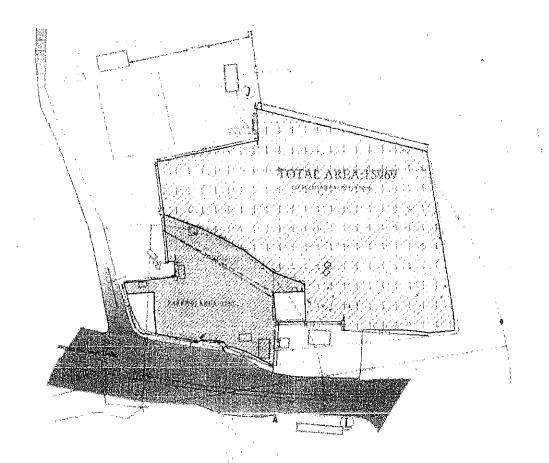


For Eldeco infrastructure & Properties Ltd.



Authorized Signatory

ANNEXURE 6R SITE PLANS



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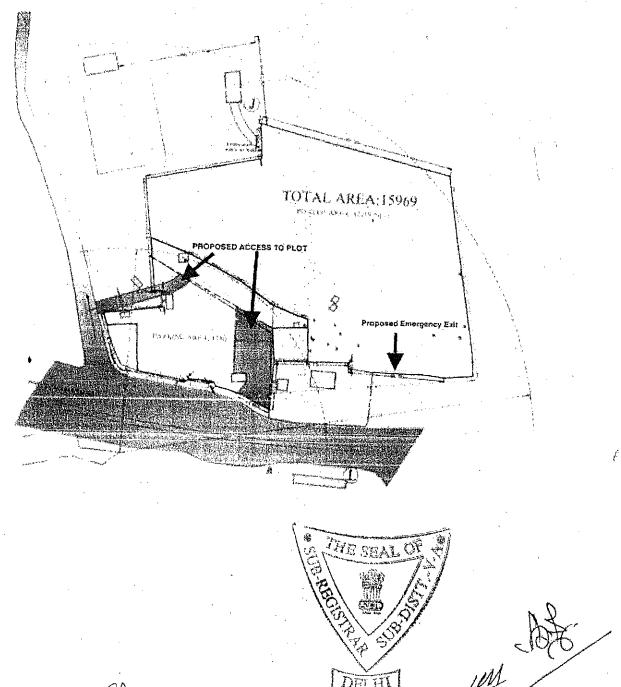
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For Eldeco Infrastructure & Properties Ltd.

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ANNEXURE 6 A-R Proposed Entry Exit Plan (Ref: Clause 1.1.5 ii)



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For Eldeco Infrastructure & Properties Ltd.



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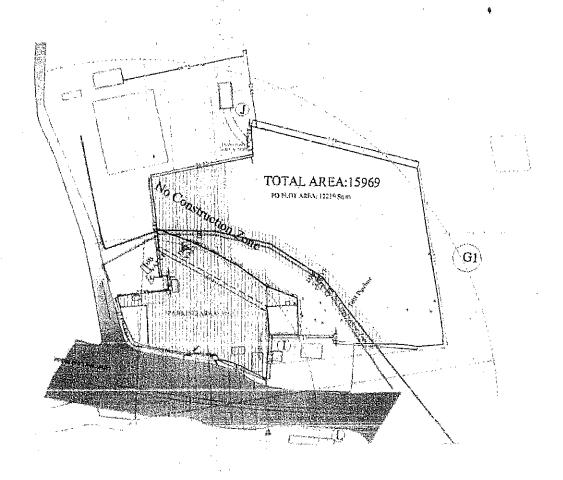
RFP Bid Document: Contract CPD-26R (Property Development at Integrated Plot of Malviya Nagar MRTS Station)



ANNEXURE 6 B-R No Construction Zone Plan (Ref: Clause 1.1.5 lii)

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For Eldeco Infrastructure & Properties Ltd.

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Authorised Sign-