



Ref No.: E-7/JJ/Comm/Car Park-2/12

Date: 10.05.2023

To,
M/s. Zen Digital Media LLP
4th floor,
Eden Square,
N. S. Road No.10,
J V P D Scheme,
Mumbai - 400049.

Subject: Letter of Intent to Award (LOIA) for License for Vehicle Parking Rights in Car Park-2, Opp. Mahesh Lunch Home, Juhu Tara Road, Mumbai - Tender ID 2023_AAI_148614_1.

Sir,

Reference is invited to the proposal submitted by M/s Zen Digital Media LLP in response to the Tender ID No. 2023_AAI_148614_1 for License for Vehicle Parking Rights in Car Park-2, Opp. Mahesh Lunch Home, Juhu Tara Road, Mumbai, which was opened on 05.04.2023 (Technical Bid) and 17.04.2023 (Financial Bid).

The Competent Authority is hereby pleased to grant the License for Vehicle Parking Rights in Car Park-2, Opp. Mahesh Lunch Home, Juhu Tara Road, Mumbai to M/s. ZEN Digital Media LLP at the designated locations mentioned in the above tender on the following broad Terms and Conditions:-

1. General :

- 1.1 The licensee M/s Zen Digital Media LLP shall within 07 days of issue of this letter, return duplicate copy of the LOIA as acknowledgement of the award.
- 1.2 The licensee shall within 15 days of issue of this letter fulfil all the formalities/conditions of award as specified in LOIA.
- 1.3 The licensee shall intimate the names of the persons employed by him or going to employ, who are **near relatives** of AAI employees.

2. Concession Term:

The term of concession of this award will be **07 (Seven) Years** with effect from Concession Fee Commencement Date. Authority may further renew the contract period as per AAI norms on mutually agreed terms and conditions

Page 1 of 9

for a further period after completion of contract upon satisfactory performance of the Licensee.

3. Concession Fee :

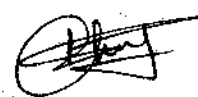
- 3.1 The Concessionaire shall in consideration of the Concession Agreement granted by Authority, pay to the Authority, Concession Fee of Rs.13,50,770/- (Rupees Thirteen Lacs Fifty Thousand Seven hundred seventy Only) per month plus applicable Tax Collected at Source (TCS – present rate of TCS is 2%) plus applicable Govt. Taxes, subject to 10% annual escalation as detailed in Appendix-2A of NIT.
- 3.2 Utility facilitation charges @ 10% of AAI notified normal SPACE RENT. Rs.2550/- per sq.mtr. pm towards AC space rent (if applicable) and Rs.1700/- per sq.mtr. pm towards Non AC space rent (if applicable) (rate for Financial Year 2023 - 2024) as utility facilitation charges @ 10% of AAI notified normal SPACE RENT subject to annual escalation of 7.5%; or as may be decided by AAI from time to time and shall be applicable on counter space (allotted at entry, exit in parking area, etc.). Such charges shall be paid within the date(s) specified in the bill(s). The rate of space rent & escalation percentage may be changed during the contract period, the same will be liable to pay by the licensee

3.3 Advance Licence Fee:

The Concessionaire shall pay one month advance Licence Fee within 15 (Fifteen) Days from the date of issuance of LOIA as given below:-

Details	Amount
Licence Fee	Rs. 13,50,770/-
GST @ 18%	Rs.2,43,139 /-
GRAND TOTAL	Rs. 15,93,909/-
(Rupees Fifteen Lacs Ninety-Three Thousand Nine Hundred and Nine Only)	

- 3.4 AAI shall raise bill on or before 10th of every month. The concessionaire has to make the payment of Licence Fees, etc. by 25th of the same month, failing which interest on delayed payment at the rate of 9% per annum shall be charged from the due date for delay period of up to 30 days and if delay is for more than 30 days, then interest at the rate of 18% per annum shall be charged from the due date, for entire delay period.
- 3.5 All applicable Government Taxes including GST (presently at the rate of 18%) or at the rates declared by Government of India or State Government from time to time.



- 3.6 Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time, if availed from AAI.
- 3.7 The Licensee shall pay all rates, property tax, assessments, out goings, statutory taxes and other taxes as leviable on the Licensee in "Laws" with effect from the date of commencement of the operation or completion of gestation period whichever is earlier.
- 3.8 Licensee shall be liable to pay the Property Tax/Assessment Tax as per the MCGM assessment from time to time for the Car Park-2, Opp. Mahesh Lunch Home, Juhu Tara Road, Mumbai. Presently, the Property Tax/Assessments are approx. Rs.23,18,020/- per annum (approx.).
- 3.9 The Licensee shall make payment of license fee etc. through RTGS/NEFT only. No outstation cheque shall be accepted for payment of license fee etc.

4. Area:

All designated parking area (bare space), as per sketch indicative locations, have been shown in APPENDIX - 3 & 4 of NIT.

5. SECURITY DEPOSIT:

- 5.1 The Licensee shall make Payment of Security Deposit within **15 days** from the date of issuance of LOIA.
- 5.2 The Licensee shall make Performance Security Deposit equivalent to **08 (Eight) Months** Concession Fee of the 01st (First) Year to AAI as an interest free Security Deposit, which comes to Rs.1,08,06,160/- rounded off to Rs.1,08,06,200/- (Rupees One crore Eight Lacs Six Thousand Two hundred only) as Security Deposit through RTGS/ NEFT or in the form of Bank Guarantee only to be issued by Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even Scheduled Co-operative Banks, shall not be acceptable) in favour of Airports Authority of India, Bank Guarantee having a validity period of 180 days from the date of expiry of contract as per.
- 5.3 **Electricity Security Deposit:** The Concessionaire shall also deposit an interest free security deposit towards electricity charges, amounting to 5% of concession fee of the last year subject to minimum deposit of RS.10,000/- and a maximum deposit of RS.10 lakhs. The said security deposit will cover SD towards all types of utilities such as Electricity,



Water, Data Port, Telephone etc. in the form of NEFT/RTGS; if the said facility availed from AAI.

- 5.4 The Performance Security Deposit and Electricity Security Deposit are collectively referred to as "Security Deposit".
- 5.5 In the event of revision in Concession Fee; if any as per AAI policy, the Concessionaire shall, on pro rata basis, revise the Security Deposit, within a period of 15 (Fifteen) days from the date of such notification of revision in Concession Fee issued by the Authority.
- 5.6 Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI as per Annexure-I of the NIT.

6. Concession Fee Commencement Date:

- 6.1 The Concession Fee Commencement Date will start from the Date of after expiry of gestation period (i.e. 90 days from the expiry of business incubation period) or commencement of subject license; whichever is earlier.
- 6.2 If the agency fails to start the parking on or before the expiry of gestation period (i.e. 105th day from LOIA), then also Concession Fee will start from 106th day from LOIA in addition to the penalty envisaged in the NIT Clause.
- 6.3 The main purpose of tendered area is for providing vehicle parking facility. The licensee may carry-out any user permissible under DCR as per MCGM guidelines along with any and all commercial entertainment/events activities in the parking area without harming the main purpose of tendered area with the intimation to AAI. Any permanent / temporary structure with slabs/RCC concrete, fabricated steel (by way of beams, channels, columns), steel frame with slabs and brick-work for working kitchen, catering, etc.; along with storage, gas/stoves, gas pipelines/cylinders as per MCGM DCPR 2034 policy, CFO Policies etc. for running commercial entertainment /events activities and cabins/ counter space for managing parking facility shall be charged as per above Clause 3.2 in addition to the licence fee for Parking. For the such extra activities; licensee has to pay 13% of GTO plus applicable taxes on monthly basis, in addition to the license fees of car parking.



- 6.4 In addition to parking license fees, the licensee shall pay on monthly basis 13% of GTO amount of all commercial entertainment / events activities in the licensed area, supported with the calculation sheet duly certified by Chartered Accountant / Statutory Auditor. Any Increase / decrease in the such monthly deposited amount shall be adjusted at the end of each financial year based on the Annual GTO duly certified by Chartered Accountant / Statutory Auditor.
- 6.5 As only commercial entertainment /events activities are permitted in addition to the parking facility (by maintaining the public demand for parking), the licensee may enter into a business conducting agreement, branding agreements, etc. with a third party in order to successfully carry out the commercial entertainment /events activities permissible under this tender with the intimation and submission of copy of such agreement to AAI.
- 6.6 That Authority shall provide bare space for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. However, provisions of electricity, water and drainage connections, as the case may be, if so required, for the smooth operation of the services shall be provided by the Authority.
- 6.7 The Licensee may carry out user permissible under DCR as per MCGM guidelines along with all commercial entertainment/events activities etc. in the parking area without harming the main purpose of tendered area.
- 6.8 In case shortfall in the requirement of car parking space for the public due to the provision of such commercial entertainment / event activities, the area equivalent to the land area used for this facility may further be extended inside the boundary wall of Juhu Airport which is lying vacant. Accordingly, the concession / license fees for the additional land area for parking shall be charged on Pro-Rata basis of license fees of parking. Also, the licensee shall make arrangement of multilevel parking to meet the requirement of parking and expenditure incurred for the same shall be borne by the licensee.

7. GESTATION PERIOD :



- 7.1 Gestation period of 90 Days, reckoned from expiry of business incubation period or 16th day of LOIA whichever is earlier.
- 7.2 Vehicle Parking shall be operationalized within 105 days (15 days of business incubation period and 90 days of gestation period) of issuance of LOIA.
- 7.3 Commencement of operations of subject licence will not be permitted until the pre-requisites (activities to be completed in business incubation period) as detailed above are not fulfilled by the licensee.

8. Handing/Taking Over of Sites:

- 8.1 AAI will hand over the parking site only after the Licensee completes the pre-requisites as per NIT within the gestation period.
- 8.2 AAI will provide access (i.e. right of way / entry in this case) to the sites only upon fulfilment of conditions of award within the stipulated time of business incubation period.
- 8.3 The Licensee paying the licence fee and performing the covenants herein contained and, on his part, to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority. AAI shall issue LOIA, execute agreement and shall provide necessary available documents, if any
- 8.4 If the Licensee fails to complete the conditions of award which are pre-requisite for access to the site, then the gestation period will be deemed to have commenced on 16th day of issuance of LOIA i.e. immediately after expiry of business incubation period.

9. Agreement:

The agreement between the Licensee and AAI shall be completed within 15 days from the date of issuance of LOIA (Stamp Duty & Agreement Registration Fees to be borne by the Licensee). The Licensee shall



execute an agreement on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty and shall be procured by the agency each. One copy of recent and attested passport size photograph of authorized signatory are to be submitted together with agreement of the license.

10. In case of any legitimate reasons, if any change in parking layout/area due to which the Parking Equipment like boom barrier/toll booth, etc. to be relocated, then the same shall be carried out by the Licensee at their own cost and nothing extra will be paid to the Licensee. During the entire contract period only 3 times such relocations are envisaged.
11. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises subject to mutually agreed terms. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
12. The licensee shall equip them self with all necessary permits, licenses from Statutory Authorities and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license. AAI shall issue LOIA, execute agreement and shall provide necessary available documents, if any.
13. Necessary NOC such as Health License, State Excise license, Fire NOC, Food and Beverage License FSSAI License (Food Safety and Standard Authority of India), Entertainment and Music License, Height NOC, Electrical department NOC, Society NOC, Police NOC, etc. has to be taken by the Statutory Authorities to carry out all commercial entertainment/events activities alongwith the parking contract and the expenditure incurred for the same borne by the licensee.
14. All the arrangements to be made operational before commencement of facility.
15. Parking fees/charges shall be charged as per rates which are mentioned in Appendix-2C of NIT/Tender document. The charges should be displayed on prominent places for awareness of the commuters. Overcharging of parking fees/charges leads to disciplinary action as per norms.
16. All the times during the currency of the license agreement, it shall be the responsibility of the Licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored used in the licensed premises and Authority shall not be



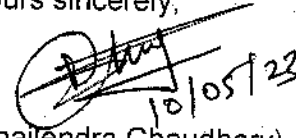
responsible for any loss or damage caused to the Licensee on any accounts whatsoever.

17. The Licensee may erect or install LED display board/signboards for branding within the Licensed Premises however, the charges shall be applicable as per AAI advertising policy. The present applicable charges are Rs.1055/- per sqft per month (subject to revision).
18. The Licensee shall use the premises only for the purposes indicated in the agreement and for no other purpose whatsoever.
19. The Licensee shall employ only such servants as shall have good character and as well behaved and skilful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
20. Upon occurrence of an Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate the Security Deposit. Upon any encashment and appropriation from the Security Deposit, the Concessionaire shall, within a period of 15 (Fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of the Authority shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms thereof.
21. **FORCE MAJEURE**
It is hereby agreed that in the event the Parking Area or any part thereof be destroyed or damaged for reasons beyond the control of the Authority or force majeure conditions including but not limited to act of god, earthquake, adverse government action, tempest, flood, lightning, violence of any army or mob or enemies of the country or by any other irresistible force so as to render the Parking Area unfit for the purpose and the Concessionaire is prevented from using the same for a period of 30 [Thirty] days or more due to any of the above mentioned reasons or due to any action or regulation of any concerned authority then, the Parties shall have an option to terminate this Agreement.



22. Your acceptance to the above terms and conditions must be forwarded to this office within 07 (seven) days of receipt of this Letter of Intent to Award (LOIA) failing which it will be presumed that you are not interested for above concession and the Letter of Intent to Award (LOIA) shall automatically stand cancelled.
23. This Letter of Intent to Award (LOIA) and NIT conditions shall form part and parcel of the License Agreement.

Yours sincerely,


(Shallendra Chaudhary)
Sr. Manager (E- E /Comm.)
For Airport Director
Juhu Airport, Mumbai

Copy to NOO:

1. Airport Director, Juhu Airport, AAI, Mumbai
2. Jt. General Manager (Vig.), RHQ, WR, AAI, Mumbai.
3. Dy. General Manager (Comm.), RHQ, WR, AAI, Mumbai.
4. Asst. General Manager (Finance), Juhu Airport, AAI, Mumbai.
5. Asst. General Manager (Engg. - Civil), Juhu Airport, AAI, Mumbai.
6. Sr. Manager (Engg. - Elec.), Juhu Airport, AAI, Mumbai.
7. Manager (Security), Juhu Airport, AAI, Mumbai.
8. Manager (Fire Services), Juhu Airport, AAI, Mumbai.