



दिल्ली मेट्रो रेल कॉर्पोरेशन 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-677/2019

Dated: 22.04.2020

LETTER OF ACCEPTANCE

M/s OK 94 JV

(JV of M/s PM IMPEX Pvt Ltd, M/s KCV Construction Company and M/s OM Traders)
C-56, S/F, Harkesh Nagar,

New Delhi-110020

Mobile No. 9871709768

Email: ok94jv@gmail.com

Sub: Contract CPD-70 Property Development at Noida Sector-52 Metro Station (LINE-3).

- Ref:** i) Your online tender submission for the subject work opened on 11.02.2020.
ii) Your unconditional acceptance to all the addendums, corrigendum's and clarifications for this tender, up to the date of opening of bid.
iii) Post bid clarifications hosted on the e-portal on 26.02.2020.
iv) Your reply to post bid clarifications submitted online on 04.03.2020.
v) Opening of financial bids online on 07.04.2020.

Dear Sir,

With reference to above, Letter of Acceptance (LOA) is hereby issued to you for Property Development at Noida Sector-52 Metro Station (Area 2448 Sqm). The brief details of the terms & conditions are reproduced as under:

1. The space will be leased to you for a period of Fifteen (15) years from the Commencement Date. The access to the leased space shall be granted to you immediately after the signing of the Lease Agreement which shall be referred to as "Commencement Date".
2. Payment of **Rs. 1,00,00,000/- (Rupees One Crore only)** as fixed upfront fee (plus GST extra as applicable), non-refundable and non-negotiable, in the form of Pay Order/Cheque/Demand Draft/NEFT/RTGS/IMPS, is to be paid within 30 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. 2,16,79,488.00/- (Rupees Two Crore Sixteen Lakh Seventy Nine Thousand Four hundred Eighty Eight only)** shall be submitted in the form of Bank Guarantee/Demand Draft/Pay Order along with the Upfront payment within 30 days from the date of issue of this Letter of

(मेट्रो भवन, फायर ब्रिगेड लेन, बाराखम्बा रोड, नई दिल्ली-110001)

Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001

Acceptance, in terms of clause 3.11 of RFP. In case of Bank Guarantee, it shall as per performa provided in Schedule-B of DLA.

4. Payment of quarterly recurring lease fee @ **Rs. 738/- (Rupees Seven Hundred Thirty Eight only) per square meter per month** (plus GST extra as applicable) i.e. Rs. 54,19,872.00/- (Rupees Fifty Four Lakh Nineteen Thousand Eight Hundred Seventy Two only) Plus GST extra as applicable for first quarter for leased area. The Quarterly recurring payments shall be payable after completion of moratorium period and it shall be paid, in advance, within 7 days of commencement of respective quarter.
5. As you are a JV, in terms of clause 3.5.1 of RFP, you are 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.
6. You will be handed over the premises/ Leased space(s) within 07 (seven) days of execution of Lease Agreement. If you or your authorised representative do not turn up for taking over the premises/ Lease space(s), after execution of the Lease Agreement, the premises/ Lease space(s) shall be deemed to be handed over to you from that day i.e. from the date of execution of the Lease Agreement.
7. In terms of clause 4.6 of RFP, for carrying out the Fit-out Activities and finishing works etc. you will be permitted a Lease Fee free period upto 06 (Six) months, i.e. moratorium period, from the date of signing of the Lease Agreement. However, if lessee starts using area/operation of PD area before 06 months, the recurring lease fee starts from the date of operation or 06 months whichever is earlier.
8. In terms of clause 4.1.3 of RFP, any additional area, which may be requested by the lessee and is made available by DMRC subject to availability/feasibility, shall be made available upon payment of Upfront Fee, Security Deposit 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.
9. The recurring lease fee payable and security deposit shall be escalated at the rate of 5% (five percent) every year from the day falling after the Date of Commencement, as per clause 4.15.3 of RFP.
10. Payment of GST, as applicable (on upfront amount, recurring fee etc.), and all other statutory taxes, statutory dues, local levies, stamp duty as applicable, Property Tax, any claims that may arise from the statutory authorities in connection with this lease agreement etc., from time to time, shall be borne solely by the lessee.
11. **Executive Director/PD** of this organisation will be the Nodal officer for this Contract.

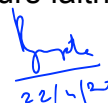

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12. You are requested to contact the **Executive Director/PD** immediately for further necessary action in this matter.
13. In terms of Clause 3.26 of Request for Proposal (RFP) document, a Lease Agreement shall be executed within a period of 30 days from the payment of Upfront Fee & Security Deposit by the Selected Bidder which shall be registered paying stamp duty as per Draft Lease Agreement Clause 5.1 (x) of Article 5: Rights and obligations.
14. 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 DMRC.
15. 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 in terms of clause 3.25 of RFP. However, due to lockdown in force, you are requested to return scan copy of it duly acknowledge and signed by authorized signatory on all pages indicating "Unconditional Acceptance" on DMRC official mail id i.e gmcontracts@dmrc.org, within one week of the receipt of this letter. Further, the hard copy of the same is to be submitted within a week of lifting.
16. The Bank Account details to deposit LOA payment are as under:

Name & address of Bank	ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001
Account Name & no.	DMRC Ltd, PD cell A/c, 000705011546
Account Type	Current
IFSC code	ICIC0000007

Thanking you,

Yours faithfully,



(R.K. Gupta)

Sr.GM/Contract

For and on the behalf of Delhi Metro Rail Corporation Ltd.

Encl: One copy of this letter in duplicate