



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)

DMRC/20/III-746/2020

Dated: 22.02.2021

LETTER OF ACCEPTANCE

M/s RCUBE Projects Private Limited

2nd Floor, Plot No.3,

Local Shopping Centre, Sector-8, Pocket-1,

Vasant Kunj, New Delhi-110070

Tel :011-26133359/60

Email: sonia@rcube.net.int

GSTN -07AAMCS2353K2ZO

Sub: Contract: CPD-78R: Property Development at Bata Chowk Metro Station.

- Ref: (i) Your online tender submission for the subject work on 18.09.2020.
(ii) Your unconditional acceptance to all the addendums and pre-bid clarifications for this tender, up to the date of opening of bid.
(iii) Opening of financial bids online on 05.01.2021

Dear Sir,

With reference to above, Letter of Acceptance (LOA) is hereby issued to you for Property Development at Bata Chowk Metro Station (Area 3493Sqm). The brief details of the terms & conditions are reproduced as under:

1. Your quoted Lease Fee of **INR 336/-per square meter per month (Rupees Three Hundred Thirty Six only) (plus GST extra as applicable)** has been accepted. 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 within 7 days after the signing of the Lease Agreement which shall be referred to as "Commencement Date".
2. Payment of **INR 2,26,00,000/- (Rupees Two Crore Twenty Six Lakh 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. **INR 1,40,83,776/- (Rupees One Crores Forty Lakhs Eighty Three Thousand Seven Hundred & Seventy Six Only)** shall be submitted in the form of Bank Guarantee/Demand Draft/Pay Order/NEFT/RTGS/IMPS within 30 days from the date of issue of this Letter of Acceptance.
4. You will be handed over the premises/ Leased space(s) within 7 days of signing 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 signing of the Lease Agreement.
5. 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 **6 (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 6 months, the recurring lease fee starts from date of operation or 6 months whichever is earlier.
6. 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 the upfront fee and 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.

[Signature]
22/2/21

Page 1 of 2 (Contract CPD-78R)

(मेट्रो भवन, फायर ब्रिगेड लेन, बाराखम्बा रोड़, नई दिल्ली-110001)
Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001

7. The quarterly 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.
8. Payment of GST, as applicable (on 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.
9. **Executive Director/PD** of this organisation will be the Nodal officer for this Contract.
10. You are requested to contact the **Executive Director/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 30 days from the payment of Security Deposit, upfront and other amount by the Selected Bidder which shall be registered paying stamp duty as per Draft Lease Agreement Clause 14.15 of Article 14: Miscellaneous.
12. 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.
13. 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 this LOA.

Thanking you,

Yours faithfully,


(R.K Gupta)

Sr. General Manager/Contract
For and on the behalf of Delhi Metro Rail Corporation Ltd.

Encl: One copy of this letter in duplicate