



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)

CIN: U74899 DL 1995 GOI 068150

E-file no K-L70SB(P1)2/2021-ADVISOR/P AND D

Date: 10.08.2021

LETTER OF ACCEPTANCE

To,

M/s Malwa Automotive Pvt Ltd,
B-72/4, Wazirpur Industrial Area
New Delhi-110052

Phone no: 9810033872

Email: accountstata_rohinidel@malwagroup.co.in

(Kind Attention: Sh.Chandan Mohan Sharma)

Sub: Contract no: PD-20R: Property Development at Majlis Park Metro Station of Line-07.

Ref: i Your online tender submission for the subject work on 07.06.2020.
ii. Opening of financial bids online on 09.07.2021.

Dear Sir,

With reference to above, your Letter of Acceptance (LOA) is hereby issued to you for Property Development at Majlis Park Metro station of Line-7 (Area- 406 Sqm). The brief details of the terms & conditions are reproduced as under:

1. Your quoted lease fee of **INR. 260/- per square meter per month (Rupees Two Hundred and Sixty 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 of the signing of the Lease Agreement. Which shall be referred to as the Commencement Date.
2. Payment of **INR. 19,00,000.00/- (Rupees Nineteen 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. 12,66,720.00/- (Rupees Twelve Lakh Sixty Six Thousand Seven Hundred and Twenty only)** shall be submitted in the form of Bank Guarantee/Demand Draft/Pay Order/NEFT/ RTGS/ IMPS along with the Upfront payment 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 the date of signing of the Lease Agreement.

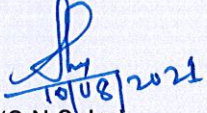

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5. In terms of clause 4.6 of RFP, for carrying out the construction, fit-out activities and finishing works etc. you will be permitted a Lease Fee free period upto 6 (Six) months, i.e. moratorium period, from the date of signing of the Lease Agreement. Subsequent to the moratorium period (6 months or completion of Fit out activities, whichever is earlier), the lessee shall be entitled to allow the use of the leased area through a sub-leasing agreement, In accordance with para 2.1.1(b) and 2.3.1 of Agreement subject to payment of lease fee.
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 Upfront Fee and the Lease Fee and Security Deposit 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.
7. 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.
8. 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.
9. **General Manager/PD** of this organisation will be the Nodal officer for this Contract.
10. You are requested to contact office of **General Manager/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 Upfront Fee, Security Deposit 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 LOA.

Thanking you,

Yours faithfully,


(S N Sahu)
AGM/PD

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

Signature Not Verified

Digitally signed by N.Sai Vasundara
Date: 2021.10.05 14:44:54 IST
Location: eProcure-EPROC