



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-783/2021

Dated: 06.10.2021

LETTER OF ACCEPTANCE

M/s Sam India Abhimanyu Housing (51%) in Consortium with JMD ABODE AND BANQUETS PVT. LTD. (25%) and INFINITY SPACES LLP (24%)

Plot No GH 02,

Sector 16C, Greater Noida,

GB Nagar, UttarPradesh (201308)

Mob: +919811142438, 9968350658

Email: vishugoel2109@gmail.com, crm@palmolympia.com

Sub:Contract: CPD-09R3: Property Development at Neelam Chowk Ajronda Metro Station.

- Ref:**
- (i) Your online tender submission on e-tendering portal for the subject work opened on 06.07.2021.
 - (ii) Your unconditional acceptance to all the addendums and pre-bid clarifications for this tender upto the date of opening of bid.
 - (iii) Post bid clarifications hosted on e-portal on 03.08.2021.
 - (iv) Your reply to post bid clarifications submitted online on 09.08.2021.
 - (v) Online opening of the financial bids on 01.09.2021.
 - (vi) Negotiation Meeting held on 21.09.2021.
 - (vii) Your letter No. Nil dated 24.09.2021 alongwith revised BOQ after negotiation.

Dear Sir,

With reference to above, Letter of Acceptance (LOA) is hereby issued to you for Property Development at Neelam Chowk Ajronda Metro Station (**Area 2992.00 Sqm.**) (**Ground level-1893.00 Sqm. & Concourse level-1099.00 Sqm.**). The brief details of the terms & conditions are reproduced as under:

1. Your Quoted Lease Fee **INR 336.00 (Rupees Three hundred and Thirty Six only) per square meter per month (excluding GST)** 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 fixed upfront fee of **INR 1,92,00,000.00 (Rupees One Crore Ninety Two Lakhs Only)** plus GST extra as applicable, non-refundable and non-negotiable, in the form of Demand Draft/NEFT/RTGS/IMPS, is to be paid within 30 days from the date of issue of this Letter of Acceptance.
3. As per Clause 3.11.1 of RFP, you are required to submit an interest free Security Deposit 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) in the form of Bank Guarantee/Demand Draft/RTGS/NEFT within 30 days from the date of issue of this Letter of Acceptance. Accordingly, an interest free Security Deposit for a sum equivalent to one hundred percent of first year's Lease Fee i.e. **INR 1,20,63,744.00 (Rupees One Crore Twenty Lakhs Sixty Three Thousand & Seven Hundred Forty Four Only)** shall be submitted in the form of Bank Guarantee/Demand Draft/RTGS/NEFT 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 **06 (Six) months** i.e. moratorium period, from the date of signing of the Lease Agreement. Subsequent to the Moratorium Period (Six months or completion of Fit out activities, whichever is earlier), the lessee shall be entitled to allow the use of the leased area

R Gupta
06/10/21

through a sub-leasing agreement, in accordance with para Clause 2.1.1 (b) and Clause 2.3.1 of DLA, subject to payment of Lease fee.

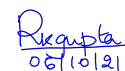
6. Any additional area, which may be requested by the lessee and is made available by DMRC subject to availability/feasibility, shall be made available upon payment of the upfront fee and Lease Fee which shall be calculated on pro-rata basis at the prevalent rate of Lease Fee on the date of such request made by the Lessee.
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. As you are a Consortium, and as per 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.
10. 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

11. **ED/PD** of this organisation will be the Nodal officer for this Contract.
12. You are requested to contact the **ED/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 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.
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 this LOA.

Thanking you,

Yours faithfully,


06/10/21

(R. K. Gupta)

Sr.GM/Contracts

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

Encl: One copy of this letter in duplicate