



CIN: U74899 DL 1995 GOI 068150

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दिल्ली मेट्रो रेल कॉर्पोरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का एक संयुक्त उपक्रम)

(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

DMRC/20/III-803/2021

Dated: 11.03.2022

LETTER OF ACCEPTANCE

M/s Asteroid Shelter Homes Private Limited

Unit No.-105, First Floor,
Vardhman's Sidhant Shopping Plaza,
LSC, Sarita Vihar,
Delhi-110092

Email: info@thegalaxygroup.com

Tel :- 0120-4805000

**Sub: Contract CPD-45R2- WAREHOUSE DEVELOPMENT OF 34741.01 SQM
(APPROX) LAND PARCEL BELOW THE ELEVATED JASOLA VIHAR
STABLING YARD.**

Ref:

- (i) Your online tender submission for the subject work on 10.11.2021.
- (ii) Your unconditional acceptance to all the addendums and pre-bid clarifications for this tender, up to the date of opening of bid.
- (iii) Post Bid Clarifications asked on e-portal dated 10.12.2021.
- (iv) Your Replies to Post Bid Clarifications submitted online on 26.12.2021.
- (v) Opening of financial bids online on 10.02.2022.

Dear Sir,

With references to above, Letter of Acceptance (LOA) is hereby issued to you for Property Development at 34741.01 sqm land parcel below the Elevated Jasola Vihar Stabling Yard. The brief details of the terms & conditions are reproduced as under:

1. Your quoted Lease Fee of **INR 140.40/- per square meter per month (Rupees One Hundred Forty & Forty paisa Only)** (plus GST extra as applicable) has been accepted. The space will be leased to you for a period of **Fifty (50) years** from the commencement date (date of signing of agreement).
2. Payment of **INR 31,00,00,000/- (Rupees Thirty One Crores 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, is to be paid within 30 days from the date of issue of this Letter of Acceptance.
3. In terms of Clause 3.11.1 of RFP, an interest free security deposit for a sum equivalent to one hundred percent of first year's Lease Fee i.e. **INR 5,85,31,654/-**

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(Rupees Five Crores Eighty Five Lakhs Thirty One Thousands Six Hundred Fifty Four Only) shall be submitted in the form of NEFT/ RTGS/Bank Guarantee/Demand Draft/Pay Order in favour of "Delhi Metro Rail Corporation Ltd." drawn on any scheduled commercial bank and payable at New Delhi (with a validity of one year), within 30 days from the date of issue of this Letter of Acceptance.

4. The access to the leased space shall be granted to you within 7 days of the signing of the Lease Agreement, in terms of Clause 3.26.3 of RFP. 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.
5. In terms of clause 4.3.1 of RFP, for carrying out the construction works etc. you will be permitted a Lease rent Fee free period upto **3 (three years)** i.e. moratorium period, from the date of signing of the Lease Agreement. However, In terms of Clause 4.10.5 of RFP, in case the lessee starts using area/operation before 3 years, the recurring fee shall start from the date of operation or 3 years whichever is earlier.
6. In Accordance with Clause 5.1 of DLA, In case any additional area over and above the existing area or additional land (the "**Additional Area**") is available in future, the Additional Area may be allotted to the Lessee at the sole discretion of DMRC on the request made by the Lessee upon payment of additional Upfront Lease Fees (at applicable rate at that time by increasing @ 6% every year) and the Annual Lease Fee at the rate on the date of such request made by the Lessee on pro rata basis (calculated in terms of clause 2.6 of Article 2 of this Agreement).
7. The quarterly recurring lease fee payable and security deposit shall be escalated at the rate of **5% (five percent) every year** starting from the commencement date, as per clause 4.9.1 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. **General Manager/PD** of this organisation will be the Nodal officer for this Contract.
10. You are requested to contact the **General Manager/PD** immediately for further necessary action in this matter.
11. In terms of Clause 3.26.2 of Request for Proposal (RFP) document, a Lease Agreement shall be executed within a period of 30 days of receipt of LOA payment (i.e., payment of Interest free Security Deposit, fixed upfront fee and other amount, as applicable) which shall be registered paying stamp duty as per Draft Lease Agreement Clause 6.3.30 of Article 6: Project.
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 (incorporating changes introduced if any, through addendum(s)) 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.

14. 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	ICIC00000007

Thanking you,

Yours faithfully,

(D.K.Saini)
Director/Project

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

Encl: One copy of this letter in duplicate

11/3/22