



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-895/2022

Dated: 20.02.2023

LETTER OF ACCEPTANCE

M/s Spirit Infrastructure Pvt. Ltd.

2nd Floor, Plot No.3,

Local Shopping Centre, Block-B, Pocket-1,

Vasant Kunj, New Delhi-110070

Tel : 011-26133359/60

Fax :- 011-26133358

Email: sonia@rcube.net.in, sujit@rcube.net.in

GST No. 07AAICS8333B1ZG

Sub: Contract CPD-76R1: Property development at Badkal Mor Metro Station of Line-6 Extension.

Ref:

- (i) Your online tender submission for the subject work on 19.12.2022
- (ii) Your Replies to Post Bid Clarifications submitted online on 23.01.2023
- (iii) Opening of financial bids online on 08.02.2023

Dear Sir,

With references to above, Letter of Acceptance (LOA) is hereby issued to you for Property Development at Badkal Mor Metro Station of Line-6 Extension (**Area 3454 Sqm**). The brief details of the terms & conditions are reproduced as under:

1. Your quoted Lease Fee of **INR 401/- per square meter per month (Rupees Four Hundred One 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 (date of signing of agreement).
2. Payment of **INR 2,22,00,000/- (Rupees Two Crores Twenty Two Lakhs 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. As per Clause 3.11.1 of RFP, you are required to submit an interest free Security Deposit to the DMRC 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/ NEFT/ RTGS within 30 days from the date of issue of this Letter of Acceptance.

(LOA-Contract CPD-76R1)

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Accordingly, an interest free security deposit for a sum equivalent to one hundred percent of first year's Lease Fee i.e. **INR 1,66,20,648/-(Rupees One Crores Sixty Six Lakhs Twenty Thousands Six Hundred Forty Eight Only)** shall be submitted in the form of NEFT/ RTGS/Bank Guarantee/Demand Draft within 30 days from the date of issue of this Letter of Acceptance.

4. 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 by paying stamp duty as per Draft Lease Agreement Clause 14.15 of Article 14: Miscellaneous.
5. 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.
6. In accordance with Clause 4.1.3 of RFP, *"In case any additional area (the 'Additional Area') is available and deemed feasible by DMRC, the Additional Area may be allotted to the Lessee in the sole discretion of DMRC on the request made by the Lessee upon payment of Upfront Fee, 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. 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 from the date of signing of the Lease Agreement [i.e. moratorium period]. In terms of clause 4.6.2 of RFP *"If the lessee starts operating the area/ part area before completion of 6 months moratorium period, he shall give prior intimation to DMRC and the recurring fee for the area/part area made operational shall start from the date of operation".*
8. 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.
9. 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.
10. **General Manager/PD-II** of this organisation will be the Nodal officer for this Contract.

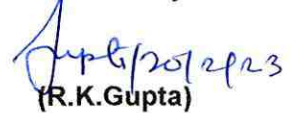

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11. You are requested to contact the **General Manager/PD-II** immediately for further necessary action in this matter.
12. It may be please noted that until a formal lease Agreement is executed, this Letter of Acceptance will constitute a binding 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 of Acceptance' is sent herewith to you in duplicate. You are required to return one copy of it duly signed by you on all pages indicating "Unconditional Acceptance" thereof so as to reach the undersigned within one week of the receipt of this letter.
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	ICIC0000007

Thanking you,

Yours faithfully,


(R.K.Gupta)

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

Encl: One copy of this letter in duplicate

We, the undersigned hereby accept the Letter of Acceptance No. DMRC/20/III-895/2022 dated – 20.02.2023 (including all 03 pages thereof) "**unconditionally**".
(Authorized signatory of the bidder with company seal)

Authorized Signature with
company seal & date

.....

Name & Designation (title) of
Authorized signatory

.....

Name of Agency/ Company

M/s Spirit Infrastructure Pvt. Ltd.