



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-909/2022

Dated: 17.03.2023

LETTER OF ACCEPTANCE

M/s AGGARWAL PLAZA PVT LTD

G-3 Aggarwal Corporate Tower,
23, District Centre, Rajendra place,
New Delhi-110008

Phone: 011-61246666, 25806666**Email:** info@unitygroup.in

Sub: Contract CPD-81R1: Property Development at 10656 sqm land plot at Parmeshwari Wala Bagh (Near Azadpur Metro Station).

Ref:

- i. Your online tender submission for the subject work on 18.01.2023.
- ii. Post Bid Clarifications asked on e-portal dated 10.02.2023.
- iii. Your Replies to Post Bid Clarifications submitted online on 15.02.2023.
- iv. Opening of financial bids online on 14.03.2023.

Dear Sir,

With references to above, Letter of Acceptance (LOA) is hereby issued to you for Property Development at 10656 sqm land plot [FAR 100 with ground coverage 25% of plot area] at Parmeshwari Wala Bagh (Near Azadpur Metro Station). The brief details of the terms & conditions are reproduced as under:

1. Your quoted Lease Fee of **INR 426/- per square meter per month (Rupees Four Hundred Twenty Six 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 28,00,00,000/- (Rupees Twenty Eight 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 5,44,73,472/- (Rupees Five Crores Forty Four Lakhs Seventy Three Thousands Four Hundred Seventy Two Only)** shall be

(मेट्रो भवन, फायर ब्रिगेड लेन, बाराखम्बा रोड, नई दिल्ली-110001)

Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001

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 4.3.3 & 4.9.2 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 case any additional FAR over and above the Existing FAR or any 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 fee (**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 in terms of Clause 4.1.3 of RFP.
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. **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 3.26.2 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 clause 3.26.4 of RFP.

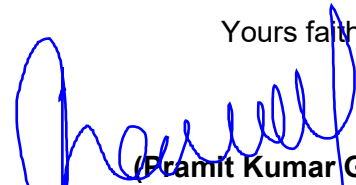


12. It may be please noted that until a formal lease Agreement is executed, this Letter of Acceptance will constitute a binding contract between you and the DMRC.
13. All other terms and conditions of the RFP document (incorporating changes introduced if any, through addendum(s)) will remain unchanged. 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	ICIC0000007

Thanking you,

Yours faithfully,



(Pramit Kumar Garg)
Director/Business Development
For and on the behalf of Delhi Metro Rail Corporation Ltd.

Encl: One copy of this letter in duplicate