



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-950/2023

Dated: 28.11.2023

LETTER OF ACCEPTANCE

M/s BEL CIBO Hospitality Pvt Ltd. I

1A/1, Top Floor

Hauz Khas Village

New Delhi - 110016

Mob: 9811597696, 9999123210

Email: Naresh@belcibo.in

GSTN- 07AAECB9843M2Z4

Sub: Contract CPD-111: Property Development at Kirti Nagar Metro Station of Line-3.

- Ref:**
- (i) Your online tender submission for the subject work on 11-10-2023
 - (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 07.11.2023
 - (iv) Your Replies to Post Bid Clarifications submitted online on 11.11.2023
 - (v) Opening of financial bids online on 21.11.2023

Dear Sir,

With references to above, Letter of Acceptance (LOA) is hereby issued to you for Property Development at 808.92 sqm land plot at **Kirti Nagar Metro Station of Line-3**. The brief details of the terms & conditions are reproduced as under:

1. Your quoted Lease Fee of **INR 1,801.00/- per square meter per month (Rupees One Thousand Eight 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 90,00,000/- (Rupees Ninety 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, 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 1,74,82,379/- (Rupees One Crore Seventy Four Lakhs Eighty Two Thousands Three Hundred Seventy Nine Only)** shall be submitted in the form of NEFT/RTGS/Bank Guarantee/Demand Draft/Pay Order in favour

R Gupta
28/11/23

Page 1 of 3 (LOA-Contract CPD-111)

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 4.6.1 of RFP, for carrying out the construction works etc. you will be permitted a Lease rent Fee free period upto 12 **(Twelve) months** i.e., moratorium period, from the date of signing of the Lease Agreement. However, in terms of Clause 4.6.2 & 4.15.10 of RFP, in case the lessee starts using area/operation before 12 months, the recurring fee shall start from the date of operation or 12 months whichever is earlier.
6. 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 and the 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. The Lease Period of such Additional Area shall however be co-terminus with the Lease Agreement. In addition, the upfront amount so arrived shall be further escalated @ 6% per annum for the period between date of commencement to the date of permission for additional area granted by DMRC and prorated for reduced period of lease available.
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 4.15.3 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. **General Manager/PD-II** of this organisation will be the Nodal officer for this Contract.
10. You are requested to contact the **General Manager/PD-II** 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

R. Gupta
28/11/23

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.

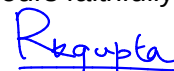
13. All other terms and conditions of the RFP document (incorporating changes introduced if any, through addendum(s)) will remain unchanged. This letter is being sent to you in duplicate, you are requested to convey your unconditional acceptance for the same on one copy with signature and return the 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,


28/11/23

(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