



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-959/2023

Dated: 09.01.2024

LETTER OF ACCEPTANCE

M/s Asteroid Shelter Homes Private Limited

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

Email: galaxy.infra.ncr@thegalaxygroup.com

Tel :- 0120-4805000

Sub: Contract CPD-115: Property Development on plot adjacent to Shakurpur Metro Station (Line-7).

- Ref:**
- (i) Your online tender submission on e-tendering portal for the subject work opened on 23.11.2023.
 - (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 12.12.2023.
 - (iv) Your reply to post bid clarifications submitted online on 20.12.2023.
 - (v) Online opening of the financial bids on 01.01.2024.

Dear Sir,

With references to above, Letter of Acceptance (LOA) is hereby issued to you for **Property Development on plot adjacent to Shakurpur Metro Station (Line-7) measuring 3469 Sqm area. (i.e. 2525 Sqm Area 'A' FAR for permanent development (with GC of 505 Sqm) + 944 Sqm Area 'B' Ground Coverage for temporary development)** The brief details of the terms & conditions are reproduced as under:

1. Your quoted Lease Fee of **INR 315.00 per square meter per month (Rupees Three Hundred Fifteen Only) (plus GST extra as applicable)** has been accepted. The space will be leased to you for a period of **Thirty (30) years** from the commencement date (date of signing of agreement).
2. Payment of **INR 3,90,00,000/- (Rupees Three Crores Ninety 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. 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 1,31,12,820.00 (Rupees One Crore Thirty One Lakhs Twelve Thousands Eight Hundred Twenty Only)** shall be submitted in the form of NEFT/RTGS/Bank Guarantee/Demand Draft/Pay Order in favour of "Delhi Metro

Signature 12/1/24

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 **24 (Twenty Four months)** 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 **24 (Twenty Four months)**, the recurring fee shall start from the date of operation or **24 (Twenty Four months)** 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 & clause 4.1.4 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, in terms of clause 4.9.1, 4.9.3 & 3.11.1 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. **ED/PD** of this organisation will be the Nodal officer for this Contract.
10. You are requested to contact the **ED/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.

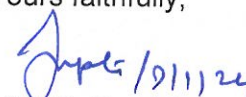

9/11/24

14. You are requested to intimate your GST No. for convenience of raising tax invoices pursuant to receipt of fixed upfront amount & other applicable fees/charges as per provision of this contract, if any.
15. 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.GM/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-959/2023 dated – 09.01.2024 (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 Asteroid Shelter Homes Private Limited