



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-981/2024

DATE: 13.03.2024

LETTER OF ACCEPTANCE

Consortium of M/s Asteroid Shelters Homes Pvt. Ltd and M/s GLD Infraprojects Pvt. Ltd.

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

Email: accounts@thegalaxygroup.com; v.casonu@gmail.com

Sub: Contract DTC/PPP/NP-01 R1: DEVELOPMENT OF NEHRU PLACE DTC BUS TERMINAL ALONG WITH INTEGRATED PROPERTY DEVELOPMENT ON PPP MODE (DBFOT).

Ref:

- Your online tender submission for the subject work on 15.02.2024.
- Post Bid Clarifications asked on e-portal dated 23.02.2024.
- Your Replies to Post Bid Clarifications submitted online on 27.02.2024.
- Opening of financial bids online on 07.03.2024.

Dear Sir,

With references to above, on behalf of Delhi Transport Corporation (DTC), Letter of Acceptance (LOA) is hereby issued to Consortium of M/s Asteroid Shelters Homes Pvt. Ltd and M/s GLD Infraprojects Pvt. Ltd. for "Development of Nehru Place DTC Bus Terminal along with Integrated Property Development on PPP mode (DBFOT)" at a **monthly lease fee of INR 612.00 (Rupees Six Hundred Twelve only) per square meter excluding GST for the FAR area i.e. 15749 Sqm (FAR 100) and parking area shall be charged @ 20% of lease fee i.e. Rs. 122.40/Sqm per month** with following terms and conditions:

- The site will be leased to Consortium of M/s Asteroid Shelters Homes Pvt. Ltd and M/s GLD Infraprojects Pvt. Ltd. for a concession period of **Fifty (50) years (including 03 years and 06 months of moratorium period)** from the "Commencement Date" (as defined in Clause 2.4 of RFP).
- Payment of **INR 5,00,00,000/- (Rupees Five Crores Only)** as fixed upfront fee (**plus GST extra as applicable**), which is non-refundable and non-negotiable, in the form of Pay Order/Cheque/Demand Draft/NEFT/RTGS, to be paid to DTC within 30 days from the date of issue of this Letter of Acceptance in terms of Clause 4.9.1 of RFP. The bank account details to deposit the Upfront Fee is provided in para no. 14 of this LOA.

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3. An Interest Free Security Deposit (IFSD) for a sum equivalent to **INR 11,56,60,656/- (Rupees Eleven Crores Fifty Six Lakhs Sixty Thousand Six Hundred Fifty Six Only)** (as per clause 4.9 of RFP) shall be submitted by way of 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 in terms of Clause 3.11.1 of RFP. The bank account details to deposit the IFSD is provided in para no. 13 of this LOA.
4. 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 concessionaire.
5. As per clause no. 3.26.2 and 3.26.3 of RFP, "The access to the Site shall be granted within 06 months from the date of execution of the Concession Agreement which shall be executed within a period of 30 days from the payment of Upfront Lease Fee to DTC & Security Deposit to DMRC by the concessionaire".
6. As per Clause no. 4.9.1 (b) of RFP, *"The Advance Lease Rate for a quarter shall be computed by escalating the Monthly Lease Rate, as quoted by the Concessionaire at the time of Bid @ 5% every year starting from the date of signing of this Agreement"*.
7. As per Clause no. 4.1.3 of RFP, *"In case any additional FAR over and above the existing FAR or any additional land (the 'Additional Area') is available in future, the right to use the same will vest with DTC. Additional FAR may be allotted to the Concessionaire at the sole discretion of DTC on the request made by the Concessionaire upon payment of additional Upfront Lease Fees and the Annual Lease Fee. The additional Upfront Fee and additional annual lease fee shall be decided mutually between DTC and the concessionaire based on negotiation"*.
8. **Executive Director/ Property Development** of this organisation will be the Nodal officer for this Contract. Consortium of M/s Asteroid Shelters Homes Pvt. Ltd and M/s GLD Infraprojects Pvt. Ltd. shall contact the Nodal Officer immediately for further necessary action in this matter.
9. In terms of Clause 3.26.2 of Request for Proposal (RFP) document, a Concession Agreement shall be executed between DMRC, DTC and Concessionaire within 30 days of receipt of LOA payment, the concessionaire shall submit the certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the DMRC. The responsibility for registration of Concession Agreement within statutory time limit of four months shall vest with the concessionaire and the cost of stamp duty for execution of the Concession Agreement, the registration charges and any other related documentation charges and the incidental charges shall be borne by the concessionaire i.e. Consortium of M/s Asteroid Shelters Homes Pvt. Ltd and M/s GLD Infraprojects Pvt. Ltd. as per clause 3.26.4 of RFP.
10. It may be noted that until a formal Concession Agreement is executed, this Letter of Acceptance will constitute a binding contract between Concessionaire, DMRC and DTC.
11. This Letter of Acceptance is sent herewith to Consortium of M/s Asteroid Shelters Homes Pvt. Ltd and M/s GLD Infraprojects Pvt. Ltd. in duplicate. Consortium of M/s Asteroid Shelters Homes Pvt. Ltd and M/s GLD Infraprojects Pvt. Ltd. is requested to return one copy of it duly acknowledged and signed by the authorized signatory on all pages indicating



"Unconditional Acceptance" thereof so as to reach the undersigned within one week of the issue of this letter (as per Clause 3.25 of RFP).

12. Consortium of M/s Asteroid Shelters Homes Pvt. Ltd and M/s GLD Infraprojects Pvt. Ltd. is requested to intimate their GST No. for convenience of raising tax invoices pursuant to receipt of fixed upfront amount and other applicable fees/ charges as per provision of this contract, if any.

13. The Bank Account details to deposit Security Deposit (IFSD) 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

14. The bank account details to deposit upfront payment and recurring fee payment are as under:

Name of Beneficiary- Delhi Transport Corporation (DTC)

Bank Name- Canara Bank, DTC (HQ)

Account No. 91261010000076

IFC Code- CNRB0019126

Thanking you,

Yours faithfully,



(Dr. Amit Kumar Jain)
Director/O&S

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

Copy To: MD, DTC for kind information and further necessary action.

Encl: One copy of this letter in duplicate