



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-991/2024

Dated: 10.06.2024

LETTER OF ACCEPTANCE

JV of Prithvindu Buildcon & Estates Pvt. Ltd. and Savita Retail Stores Pvt. Ltd.

22, Siri Fort Road,

New Delhi-110049

Mob: 9871555152

Email: jrm.modi@gmail.com

Sub: Contract CPD-130: Property Development as Temporary Structure on plot under viaduct at Dhaula Kuan Metro Station (AEL).

- Ref:**
- (i) Your online tender submission on e-tendering portal for the subject work opened on 16.04.2024.
 - (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 02.05.2024.
 - (iv) Your reply to post bid clarifications submitted online on 06.05.2024.
 - (v) Online opening of the financial bids on 15.05.2024.

Dear Sir,

With reference to above, Letter of Acceptance (LOA) is hereby issued to you for Property Development as Temporary Structure on plot under viaduct at Dhaula Kuan Metro Station (AEL) **measuring 1350.00 Sqm.** area. The brief details of the terms & conditions are reproduced as under :

1. Your Quoted Lease Fee of **INR 1350.00 (Rupees One Thousand Three Hundred Fifty Only) per square meter per month (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.
2. As per Clause 3.11.1 of RFP, you are required to submit an interest free Security Deposit to DMRC for a sum equivalent to one hundred percent of first year's Lease Fee (i.e. Lease fee + maintenance charge if any +utility area charges +parking area charges, mezzanine area fee if any) in the form of Bank Guarantee/Demand Draft/RTGS/NEFT within 30 days from the date of issue of this Letter of Acceptance. Accordingly, an interest free Security Deposit for a sum equivalent to one hundred percent of first year's Lease Fee i.e. **INR 2,18,70,000.00 (Rupees Two Crore Eighteen Lakh Seventy Thousand Only)** shall be submitted in the form of Bank Guarantee/Demand Draft/RTGS/NEFT within 30 days from the date of issue of this Letter of Acceptance.
3. With reference to RFP clause no 3.26.3, you will be handed over the premises/ Leased space(s) within 7 days of signing of Lease Agreement. 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 that day i.e. from the date of signing of the Lease Agreement.
4. 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 **06 (Six) months** i.e. moratorium period, from the date of signing of the Lease Agreement. 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".
5. 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,

Signature

(मेट्रो भवन, 13 फायर ब्रिगेड लेन, बाराखम्भा रोड, नई दिल्ली-110 001)

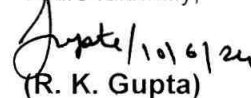
the Lease Fee and security deposit which shall be calculated on pro-rata basis at the prevalent rate of Lease Fee on the date of such request made by the Lessee". The lease period of such additional area shall be co-terminus with the lease agreement.

6. 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 Original LOA, as per clause 4.15.3 of RFP.
7. 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.
8. As you are a JV, and as per clause 3.5.1 of RFP, you are required to incorporate a company under Companies Act, 2013 which shall be a special purpose company ("SPC") within 30 days of issuance of the LOA and the SPC shall enter into Lease Agreement with DMRC for implementation of the Project.
9. **ED/PD-II** of this organisation will be the Nodal officer for this Contract.
10. You are requested to contact the **ED/PD- II** immediately for further necessary action in this matter.
11. In terms of Clause 3.26 of Request for Proposal (RFP) document, a Lease Agreement shall be executed within a period of 30 days from the payment of Security Deposit, upfront and other amount by the Selected Bidder which shall be registered by paying stamp duty as per Draft Lease Agreement Clause 14.15 of Article 14: Miscellaneous.
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. You are requested to intimate your GST no for convenience of raising tax invoices pursuant to receipt of fixed up front amount & other applicable fees/charges as per provisions 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