

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

Application

For

**Connectivity to Metro Station through
Foot over Bridge / Skywalk**

No. NMRC/FOB/2019

Issued by:

**Noida Metro Rail Corporation (NMRC) Limited
Block-III, 3rd Floor,
Ganga Shopping Complex, Sector-29, Noida -201301,
District Gautam Budh Nagar, Uttar Pradesh, India**

Dated :- 28/10/2019

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ABOUT NMRC

Noida and Greater Noida are being developed as the industrial towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.

Noida Metro Rail Corporation (NMRC) Limited is a Special Purpose Vehicle (SPV) formed for planning and executing urban transport projects in Noida, Greater Noida regions. NMRC desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of NMRC is to help create an efficient, safe, reliable, economical and affordable public transport system.

DISCLAIMER

This Application for “Connectivity to Metro Station through Foot over Bridge / Skywalk” contains brief information about the scope of work.

While all efforts have been made to ensure the accuracy of information contained in this Application Document, this Document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigation and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their application/s. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Company”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the Application Document.

NMRC reserves the right to change any or all conditions/information set in this Application Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as NMRC may deem fit without assigning any reason thereof.

NMRC reserves the right to accept or reject any or all applications without giving any reasons thereof. NMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Application Document.

Data Sheet

1	Name of the Application	Application for Connectivity to Metro Station through Foot over Bridge / Skywalk
2	Issuing officer	GM (Technical)
3	Address for queries/ clarifications	Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: nmrcnoida@gmail.com
4	Website	www.nmrcnoida.com
5	Application Language	English
6	Application Fee	Nil
7	Mode of submission	Hard copy (spiral bound with all pages signed and stamped) and soft copy (via email)

Application for Connectivity to Metro Station through Foot over Bridge / Skywalk

1. Background

1.1. About NMRC

An elevated metro line between Noida and Greater Noida is operational from January 2019. It is acknowledged for successful operationalization of the project, it is essential for the metro corridor to be easily accessible for the adjoining properties. This would increase ease for commuters to access the stations. Further, it is acknowledged that Skywalks/ FOBs provide:

- Better, hassle free and seamless integration for people living in that area or property
- Possibility of linking business within and around the pedestrian skywalks
- Benefits of saving in travel time due to direct link between origin and destinations
- Possibility of Increase in property value due to increase in accessibility to pedestrian traffic from metro station
- Shaded paths to pedestrians
- Enhancement of environmental quality

As part of the mandate, Noida Metro Rail Corporation (NMRC) undertakes to facilitate such seamless last mile connectivity to its commuters.

1.2. Purpose of Application

Applications are invited from the parties for the interconnection of their establishments with Noida Metro Rail Stations to enhance accessibility to the stations through skywalk/walkways/roads at the concourse or other levels. The connectivity with the establishments which are frequented by the travelling public would be a win-win situation for all the three sets of stakeholders viz NMRC, the establishment to be connected and as well as the general travelling public. However most importantly, the travelling public may benefit by being able to access these establishments directly from the metro system without interchange impediments.

1.3. About Locations

The metro corridor is 29.7 km long in first phase and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Noida Sector 51 in Noida and ends up at Depot Station in Greater Noida. The 21 locations in Metro corridor have been provided in Annexure 5.

2. Terms of Reference

2.1. Scope of Work

The applicant shall construct an FOB/ Skywalk from the selected NMRC station of the Noida-Greater Noida Metro Corridor to their properties. The FOB shall be for the use of commuters of NMRC and shall be connected directly to the NMRC station premises (preferably concourse level).

2.2. Construction and Cost

The planning, layout, design and construction of FOB/ skywalk shall be done by Licensee. The layout and design shall be approved by NMRC prior to the construction.

Cost of construction, including way lease charges, if applicable, as well as maintenance shall be borne by the Licensee.

2.3. Design considerations

As part of the design of the FOB, the applicant is required to take into consideration the following:

- Elevators and travellers as applicable inside the FOB
- No advertisement is to be placed on the outer facia of the FOB/ skywalk.
- Advertisements, if any are to be placed inside as per guidelines in Section 2.7
- The proposed design shall highlight green cover on the outer facia
- Other provisions such as vending zones, artist gallery etc. to increase commuter movement are to be clearly demarcated in the design.

All the above design considerations shall be implemented subject to approval from NMRC prior to the construction.

2.4. License period

The license period for the FOB/ Skywalk shall be for **30 years**

2.5. Ownership rights

The ownership rights of the FOB/ Skywalk shall vest with NMRC

2.6. Maintenance

The licensee shall be responsible for day-to-day maintenance of the FOB/ Skywalk including housekeeping, security, electricity and other ancillary activities. In case of improper maintenance, as inspected by NMRC from time to time, NMRC may levy appropriate penalties which shall be deducted from the security deposit.

2.7. Advertisement Rights

The Advertisement and related activities Rights vested with NMRC on the structures/ FOBs/SKYWALKs coming in the NMRC property area. The Licensee has every right to display advertisement inside the interconnection within their land boundary and shall ensure that the advertisement placed by them, if any in interconnection area situated within in the boundary of licensee does not contravene any applicable laws/statutes.

2.8. Clearances

NMRC shall assist in obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc.at its licensee's cost.

2.9. One Time License Fee

One Time License Fee shall be charged by NMRC as an upfront amount. The License fee for the shadow area within NMRC property of the connecting structures has to be 99% of the market value of land plus nominal charges of Rs.1000/- per annum for the license period (based on Railways letter no.2009/LML/24/42, dtd.29-9-2009). The total amount of License fees (plus applicable taxes) will be paid in advance. The market value will be as certified by the revenue authorities.

2.10. Security Deposit

Licensee must also pay a refundable security deposit to NMRC for future maintenance of such properties.

The amount shall be as follows:

S.No	Length of FOB	Security deposit
1.	0-300 meters	INR 10,00,000/-
2.	>300 meters	INR 20,00,000/-

50% of Security Deposit amount is to be deposited within three months from issuing letter of intent and balance amount before completion of FOB/Skywalk. The deposit shall be replenished by licensee whenever NMRC uses the amount for penalties during the license period.

3. Eligibility and Selection Process

The application received shall be reviewed carefully and if approved by NMRC, the applicant shall be permitted to construct the FOB/ Skywalk. The application evaluation shall be undertaken by a committee

3.1. Technical Eligibility

1. Legal entity or consortium of such entities having commercial or other establishments adjacent to the metro station, or where large number of general public are frequented.

3.2. Application Instructions

1. Applicants are advised to study all instructions, forms, terms, requirements and other information in the Application carefully.
2. Applicant shall be deemed to have applied after careful study and examination of the Application Document with full understanding of its implications.

3.3. Submission of Applications

1. All the notifications & detailed terms and conditions regarding this Application notice hereafter will be published on the NMRC website.
2. The application should be submitted in hardcopy in a sealed envelope to the O/o of GM/Technical, NMRC Ltd. and in softcopy via email at nmrchnoida@gmail.com.
3. Applicant shall submit all formats and suggested documentary evidence with the Application document.

3.4. Documents to be submitted along with application form:-

The Application to be submitted by the Interested Parties shall, *interalia*, include:

1. Cover Letter in the form and manner prescribed hereunder as Annexure 1;
2. Details of the Applicant in the form and manner as prescribed hereunder as Annexure 2
3. Documentary proofs for legal status

3.5. Submission

The Interested parties shall submit their respective details in aforesaid format at NMRC's herein below mentioned address:

O/o GM/Technical

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301

Email: nmrcnoida@gmail.com; Website: www.nmrcnoida.com

4. General Terms and Conditions

4.1. Clarifications

During evaluation of Application, NMRC may, at its discretion, ask the Applicant for a clarification of his/her submission. The request for clarification and the response shall be in writing.

4.2. Nodal Officer for Information about the Project Application

Applicants may obtain further information/ clarifications pertaining to this Application from the office of **Shri Manoj Vajpayee, GM (Technical)**, +91-120-4344481,82,83,84 (Extn. 508), Noida Metro Rail Corporation (NMRC) Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida - 201301, District Gautam Budh Nagar, Uttar Pradesh

4.3. Language

- The Applications prepared by the Applicant and all correspondence and documents relating to the applications exchanged by the Applicant and NMRC, shall be written in English language, provided that any printed literature furnished by the Applicant in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the application, the English translation shall govern.
- If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Applicant.

4.4. Conflict of Interest

- The Applicant shall not have a conflict of interest, The applicants having a conflict of the interest shall be disqualified
- If at any time during evaluation of proposals, any Applicant is found to have a Conflict of Interest, he shall be disqualified.

4.5. Cost of proposal

NMRC shall not be responsible in any manner for the costs associated with the preparation and submission of any Application. The Application, including all drawings, plans, photos and narrative material shall become the property of NMRC upon receipt.

4.6. Right of rejection

This Application shall not be construed as a contract to sell, purchase, lease or hire properties or services. NMRC is not bound to accept the Application of any proposal submitted.

4.7. Exclusivity:

NMRC shall not provide exclusivity to a licensee intending to connect the station building to their property. The structure may be used to provide connections to other properties as required and deemed technically feasible by NMRC

Formats for submission of Application

5. Annexures

5.1. Annexure 1: Format for Covering Letter

Date:

To,

GM (Technical)

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3rd Floor, Ganga Shopping Complex,

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

Sub: Application for Connectivity to Metro Station through Foot over Bridge / Skywalk

Dear Sir,

- With reference to your Application document dated _____, I/We the undersigned am/are hereby expressing our Interest to undertake Connectivity to Metro Station through Foot over Bridge / Skywalk
- We understand that NMRC wishes to grant rights for the construction, operation, maintenance of FOB/ Skywalk. Further, the issue of this Application does not imply that NMRC is bound to appoint any applicant/s, as the case may be, for the Project.
- We hereby declare that we are neither black listed/debarred firm nor have contracts, which have been terminated/ foreclosed by any company / department during the last 5 (five) financial years due to non- fulfilment of Contractual obligations.
- We hereby declare that all the information and statements made in this Application are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Application is binding upon us.
- We have prepared our application for the captioned project as specified in Application Document.
- I/We hereby declare that all the information and statements made in this Application are true.

(Name and Title of the Signatory)

(In the capacity of)

Company Seal

(Name of the Entity)

5.2. Annexure 2: Details of the Applicant

#	Particulars		Details
1.	Name of Applicant/ Company	:	
2.	Address for correspondence	:	
	Contact person	:	
	Mobile No	:	
	Email ID	:	
3.	Station name for which connectivity is requested	:	
4.	Distance from Central Line or Station (Map as per website) (Provide Google image indicating connectivity)	:	
5.	Average number of occupants/ users of the property	:	
6.	Details of property (Select one)	:	Commercial <input type="checkbox"/> Residential <input type="checkbox"/>
	Plot Area	:	
	No of units (in case of residential)	:	
	Covered area (in case of commercial)	:	
7.	Tentative alignment of skywalk/ FOB (Attach sheet)	:	
8.	Tentative length of the skywalk/ FOB		
9.	Sketch/ Other submission, if any (Attach sheet)		

Declaration: The construction and maintenance of Skywalk/ FOB from the station to property shall be undertaken by us. I hereby confirm that the above furnished details are true to my knowledge and I am aware that any misleading in the details may cause rejection of the application. I also agree to terms & conditions stipulated in the Application form as well as Draft License Agreement for interconnection of my establishment (Name of Establishment) with (Name of Metro Station) in case my proposal

Name of applicant: _____

Signature of applicant: _____

5.3. Annexure 3: Draft License Agreement

THIS AGREEMENT entered into at Noida on this -----day of _____ 2019 between **Noida Metro Rail Corporation Ltd (NMRC Ltd)** , a company incorporated under the provisions of the **companies Act-2013** having its registered office at Block-III,3rd Floor, Ganga Shopping Complex , Sector-29, Noida -201301, India, hereinafter referred to as the “ Licensors” (which expression shall unless repugnant to the context mean and include its successors and assigns) on the **First Part**.

AND

M/s..... a company **incorporated under the provisions of the companies Act-1956/2013** having its corporateofficeat..... hereinafter called “licensee” (which expression shall unless repugnant to the context mean and include its successors and assigns) on the **Second Part**.

WHEREAS, the Licensors, With a view to augment its revenues through increased ridership as well as to provide enhance access to Metro Stations had invited Applications vide Application No..... Tender ID-.....from establishments which are frequented by travelling public in accordance with the guidelines approved by its **Board of Directors**

and

WHEREAS, the Licensee has submitted their proposal vide Application datedfor connecting their property namedtoMetro Station (Entry/ Exit building only) with the covered interconnection drawing of the said interconnection is attached as Annexure-A

and

WHEREAS, the licensors, having evaluated the proposal has accorded approval in principal to grant license for temporarily constructing a skywalk interconnecting “..... (*Name of Property to be inserted*) ” and Metro Station (entry exit building only) subject to the board guideline in the EOI and payment of the requisite security deposit

and

WHEREAS, the licensee has paid the interest free refundable security deposit of Rs _____/- (Rupees _____only) in favour of NMRC Ltd on datedvide DD/Cheque/RTGS/NEFT

and

WHEREAS, the Licensee has agree to bear all costs in connection with connectivity including but not limited to lighting , electrical , HVAC, ventilation, camera , telecommunication , signage , modification/alterations to suit their interconnection proposal, AFC gates shifting charges and associated works, lift, operation/maintenance cast (if any) and whereas the licensors has given access to the licensee for carrying out the interconnection works and based on the same , the licensee had started constructing the interconnection and the requisite modification,

and

WHEREAS, the licensors has agreed to grant license to the licensee subject to the guidelines in the EOI and the policy of NMRC Ltd in this regard upon payment of all amount due to NMRC Ltd on the terms and conditions hereunder contained in this License agreement and licensee has agreed to perform the obligations.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW:

- 1 The following documents shall be deemed to form part and be read and construed as part of this agreement , namely:
 - 1.1 Application No.Tender ID its addendums & Corrigendum / clarification to interested parties.
 - 1.2 Any other document issued by /NMRC Ltd forming part of the Application process.
 - 1.3 This agreement shall prevail, in case any clause contained in this agreement is inconsistent with those contained in the aforesaid documents.
- 2 That the period of license is for _____ years w.e.f i.e fromto In case the licensee wishes to extend their license agreement beyond the said period, the licensee shall submit his request at least _____ days prior to the expiry of the period of license and such extension shall be subject to mutually agreed terms and conditions and NMRC's policy in this regard.
- 3 The licensee has paid the refundable interest free security deposit of Rs. _____/- (Rupees _____Only). The security deposit will be returned to the licensee after deducting the estimated restoration cost or damage , other dues /damage as applicable pursuant to this agreement upon expiry of the license agreement or on earlier termination , if any.
- 4 The licensee has paid Rs...../- (Rupees..... only) towards license fee for the shadow area within NMRC land boundary (Joint measurement is attached as Annexure B of this agreement). The licensee agrees that, in addition to the license fee, the licensee shall (if applicable) make payment towards the applicable GST, Govt. Levies etc. as per the prevailing rates and tariff based on the applicable law by central/state/local Self Govt authorities. The licensee also agrees unequivocally that in case the cost of the land is increased by intervention of court or otherwise, the licence fee will be recalculated based on such increased cost, and the differential amount shall be paid by the licensee.
- 5 The licensee confirms that they have examined the site in detail and are aware that the interconnection to the entry exit building ofMetro station is facilitated by modifying /altering the ground floor and first floor layouts i.e conversion of paid area to unpaid area to suit the operational requirement. Further the licensee agree to bear all cost due to such modification/alternation including but not limited to lighting , electrical, HVAC , ventilation, camera , telecommunications, signage , modification /alteration to suit their interconnection proposal , AFC gates and other equipments including their operational and shifting charges. The licensee also agree to bear costs for the periodical maintenance of the interconnection bridge as aforesaid.
- 6 The licensee agree to carry out all works required for the interconnection under their supervision while complying with the technical requirements of NMRC and also undertake that prior approval from NMRC is to be obtained for carrying out the works within station premises . The licensee agrees to procure, install and maintain a lift complying with technical specification under _____ contract of NMRC and also agrees to provide maintenance cost to NMRC for the periodical maintenance of the same. The cost of maintenance of all the fixture, fitting and maintenance of the lift is altogether estimated at Rs. _____/- (Rupees_____ lakh only) upfront for _____years and the licensee had already paid the same in toto.
- 7 The Licensee is fully versed with required modification/alterations required to facilitate the said interconnectivity and hereby agrees that they are having only mere license to use the space for interconnection and that they **shall have not have** any right on the land , building , equipment , fixture, structure , allied works , signage etc. Installed /constructed for the purpose of interconnection or otherwise. Further, the licensee confirms having understood that the above modification/installation forms part of the metro operation system and that the licensee shall have to no claim whatsoever in the event of expiry of the agreement or early termination under any circumstances. The ownership right of the entire interconnection bridge (Sky Bridge) shall

- exclusively vest with the licensee and the licensee shall dismantle the same after expiry /termination of license, at their own cost.
- 8 The licensee shall bear the cost of providing rolling shutters at the interface of station building and interconnection structure operated from the station building for security purpose and to suit the O&M requirements. The licensee shall be responsible for the periodical maintenance and upkeep of the interconnection bridge.
 - 9 The licensee agrees to comply with operation & maintenance requirements of the metro system in the interconnecting structure. The licensee shall be responsible for the upkeep of the premises including but not limited to lighting, ventilation, HVAC and AMCs for the same and daily cleaning /maintenance of the structure constructed by them. The licensee also agrees to rectify damages, if any which has taken place/may take place to the metro structures at the time of erection of interconnection bridge.
 - 10 The licensee confirm their undertaking that the metro lines are currently in operation and due diligence has to be observed while carrying out the works within the station and all reasonable measures have to be adopted for smooth operation of the metro and for not causing any disturbance to the passengers/staff of metro. Necessary permissions shall be obtained by the licensee from the designated officer of NMRC for carrying out any work.
 - 11 Notwithstanding any of the above, in the event of emergency, the licensor reserves the right to temporarily close the connectivity after intimation to the licensee. Due care has to be observed by the licensee to avoid passenger stranded in the interconnection structure. The licensee also understands and agrees that the licensor can after intimation to the licensee impose restrictions on entry and exit through the interconnection the bridge, for security purpose or otherwise and the licensee is bound to comply with such restriction .
 - 12 Licensee irrevocably agrees to make all payments as per this Agreement as and when due without delay or demur upon intimation by licensor. It includes the payments as detailed in this license agreement along with cost of the lift and license fee due to change in the cost of the land for circumstances as mentioned Sl. No.4. The licensee also agrees to make such payments within 10 days of receipt by the licensee of such intimation in writing or invoice. Failure to make the requisite payment shall be considered as a breach of this agreement and may lead to termination of the license.
 - 13 The licensee also confirm full satisfaction as to the viability of subject interconnection with the metro station and hereby voluntarily and unequivocally agrees not to seek any claim, damages , compensation or any other consideration , whatsoever on this account.
 - 14 The licensee confirms having examined the potential location in detail and fully understands and comprehends the technical requirements for the subject interconnection. The licensee hereby agrees to rectify any damage whatsoever to the metro station and its premises due to the construction of the interconnection, at their cost.
 - 15 The licensee agrees that the access through interconnection is not exclusive to themselves and the licensor reserves the rights to grant permission for usages to any persons/entities as they deems fit, without affecting the licensee's interest.
 - 16 The Licensee agrees to comply with the prevailing codes of Bureau of Indian standards (or any other relevant Standards as appropriate) and that the safety and stability of the interconnection structure in its entirety as constructed by the licensee shall vest with the licensee. The licensee shall adhere to the relevant codes, manual and others codes in vogue during construction. In this regard, the licensee agrees to provide all as built drawings of the structure duly vetted by a third party independent structural engineer prior to the opening of the connectivity for public use.
 - 17 The licensee is liable to ensure periodic check on the safety and stability of the interconnection structure and maintain proper records of the same as per statutes , and also agrees to furnish to the licensor such records and certificates as and when demanded. The licensee undertakes that

- they are responsible for the safety and stability of the interconnection structure and consequently for the safety of the passengers and customers using the same.
- 18 The licensee shall ensure the safety of the workers for the construction/maintenance of the interconnection structure and shall ensure that they comply with all statutory requirements.
 - 19 The licensee shall ensure that the materials used meets the required quality standards. In this regard, the licensee agrees to submit a certificate of supervision stating compliance to the above requirements prior to the opening of the connectivity for public use. The licensor shall not be liable for any damages whatsoever due to the usage of substandard materials or other factor in the responsibility of the licensee.
 - 20 The licensee further agrees that the design shall comply with the relevant NFPA standards/national building code/ Noida and Greater Noida Building Regulations and shall ensure passenger safety even in the event of fire and emergencies.
 - 21 The licensee shall not sublet or sublicense the structure or transfer the license granted herein in any circumstances. The licensee agrees to ensure that there is no encroachment, whatsoever, in the subject works. The licensor shall not be responsible for any damages or claims in this regard and the licensee agrees to indemnify the licensor whatever the damage/loss incurred by the licensor on account of any such instances.
 - 22 The licensee shall take necessary permissions and periodical permits, if any required from Government, local bodies, other authorities, and shall furnish records to the licensor as and when called for. The licensee further undertakes not to permit any provision enabling solid /liquid waste disposal from the interconnection bridge to the water body/station premise.
 - 23 The licensee shall not cause accumulation of trolleys /material within the interconnection and shall avoid any hindrance to the public. The trolleys /materials etc shall be cleared out by the licensee at regular intervals.
 - 24 Advertisement rights in and on the interconnection structure within the metro land boundary shall be vested with licensor. Licensor reserves the right to the license advertisement rights to any interested parties as it deem fit.
 - 25 The licensee has every right to display advertisement and business promotional activities of the licensee inside the interconnection within their land boundary and shall ensure that the advertisements placed by them, if any in the interconnection are situated in the boundary of the licensee, does not contravene any applicable laws/statutes. All the advertising formats proposed by the licensee in the interconnection are subject to acceptance by NMRC. The license can display their brand name and logo inside the lift procured and installed by the licensee subject to approval of display matter by NMRC. The acceptance shall be primarily regard to operational feasibility, aesthetics, and safety and security concerns in accordance to the advertisement policy of NMRC/Noida & Greater Noida Authority.
 - 26 The licensed premises will be governed by the provisions of various acts governing functioning Metro Railways, the public premises (Eviction of Unauthorized Occupants) Act, 1971, Metro Railway (Operation and Maintenance) Act, 2002 and other relevant Act. The licensee agrees to follow provisions of the said Acts, scrupulously.
 - 27 The licensee agrees that it shall not in any manner assign or transfer this license to any person nor shall the licensee sublet or sub-license the said sky walk/interconnection or part with any privilege granted herein to any other person what so ever or in any manner . The licensee shall have only mere permission to use the premises solely for the purpose defined herein for which they have been granted this license. In the event of violation of this condition the licensor may, without prejudice to any other action, which he may be entitled to take, terminate this license forthwith.

- 28 Licensee shall ensure at all time that permit/sanction of Govt./Local bodies or relevant authorities are obtained wherever applicable and displayed at appropriate places. NMRC shall not entertain any rebate/claim of damage /consequential loss etc. on this ground.
- 29 The licensee unequivocally agrees to keep the licensor harmless and hold it indemnified on account of any loss or damage sustained or expenses or costs incurred by the licensor in order to defend any proceeding brought against it or on account of use of the licensed premises by the licensee or to ensure compliance of the central and the state law, rules, regulations made there under or regulations, directions or order of any regulatory or statutory authority or judicial or quasi judicial body or local authority as applicable to the trade of licensee or to the use of the licensed premise by the licensee or by any actions/omissions of the licensee.
- 30 All disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision where of is otherwise herein before expressly provided for or to which the public premises(eviction of unauthorised occupants) act and the acts relating to metro railways and the rules framed there under which are now enforced or which may hereafter come into force are applicable may be referred to a sole arbitrator to be appointed mutually by the licensor and the licensee in accordance with the provisions of arbitrations & conciliations act 1996 as amended from time to time . in case such mutual appointment does not fructify within 30 days, the aggrieved party can approach the competent court for the purpose under the provisions or arbitration & conciliation act 1996 as amended from time to time. The award of the arbitrator/s so appointed shall be final and binding on the parties. The seat of arbitration shall be at Noida. The appointment of sole arbitrator under the provisions of arbitration & conciliations act 1996, relating to any disputes between the parties should be mutually by the licensee and the licensor.
- 31 Jurisdiction of any disputes arising out of this agreement shall be with the courts situated in Gautam Budh Nagar.
- 32 That the licensee unequivocally agrees to comply with all the other conditions mentioned in the aforementioned documents forming part of this agreement and as stipulated from time to time by the licensor and also comply with the guidelines given in the policy of the licensor. Modification/amendments, if any this license agreement shall be carried out in writing during the currency of the license.
- 33 That the signatories on behalf of the licensor and licensee represent and warrant that they are empowered, authorized and able to inter into this agreement.

In witness thereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written, in the presence of the following witness:

FOR ON BEHALF OF LICENSEE

Signature

Name

Designation

Witnesses

1.

2.

FOR ON BEHALF OF NOIDA METRO RAIL CORPORATION LTD

Signature

Name

Designation

Witnesses

1.

2.

5.4. Annexure 4: Joint Measurement

(To be obtained at site)

Shadow area - per cents (approximate as per drawing)

Market value of the land (per cent) - Rs...../-

Total license fee to be paid = 99% of the land value + Rs._____ per year x ____yrs. (Total License Period)

= Rs._____(Excluding Taxes)

For
NMRC Ltd.

For
M/s

Witnesses

1.

2.

5.5. Annexure 5: Locations of stations

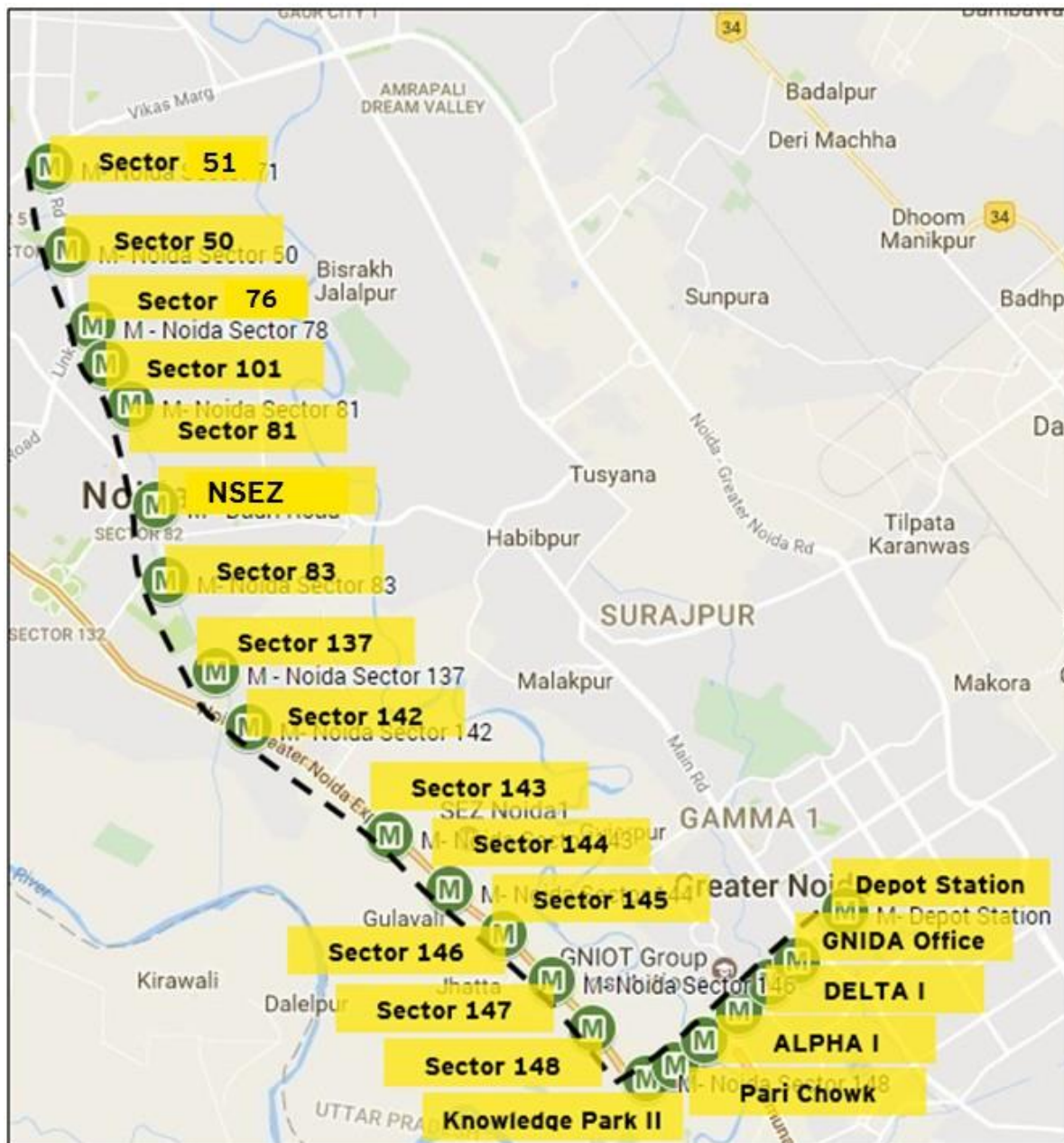
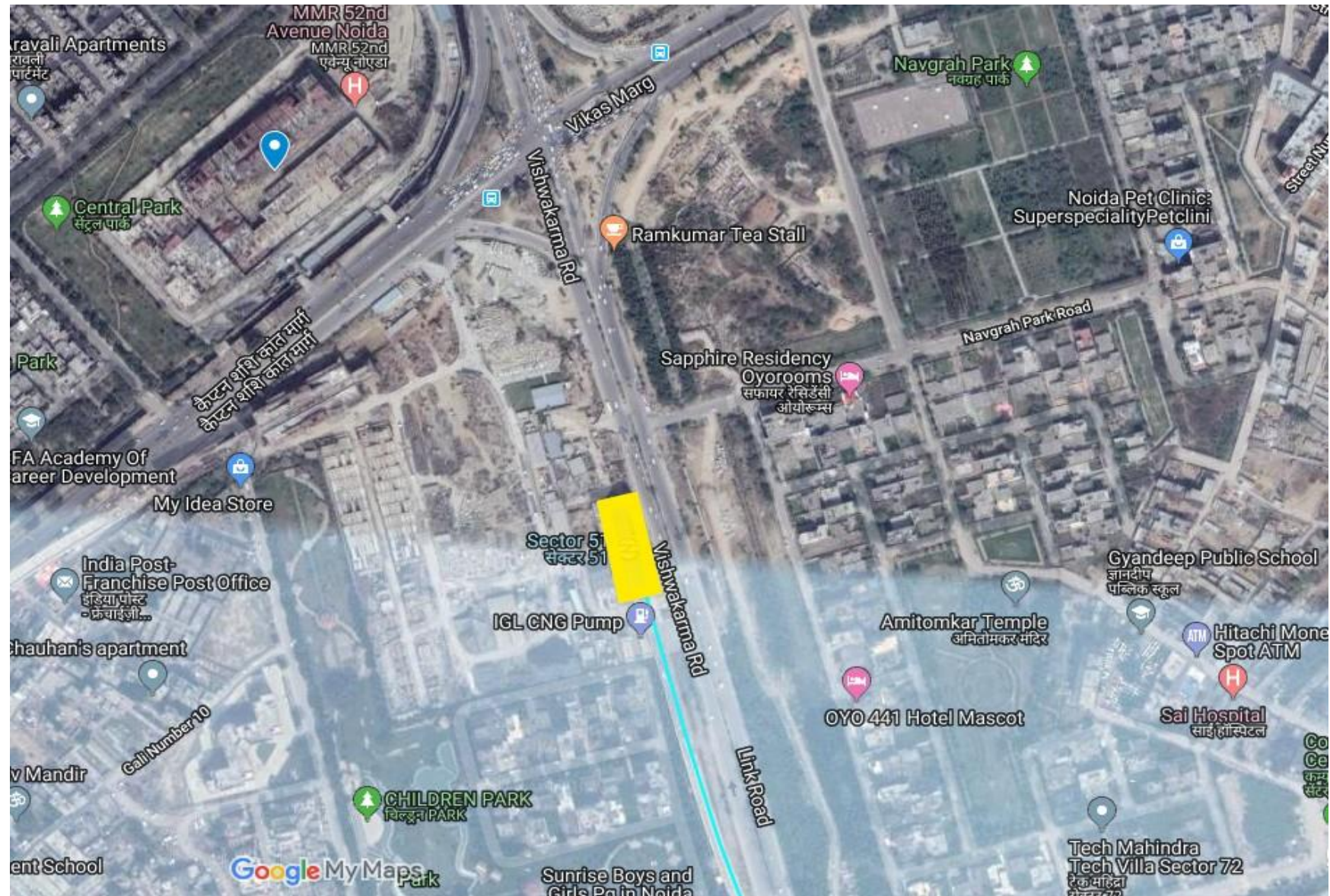


Fig:Noida-Greater Noida Metro Corridor

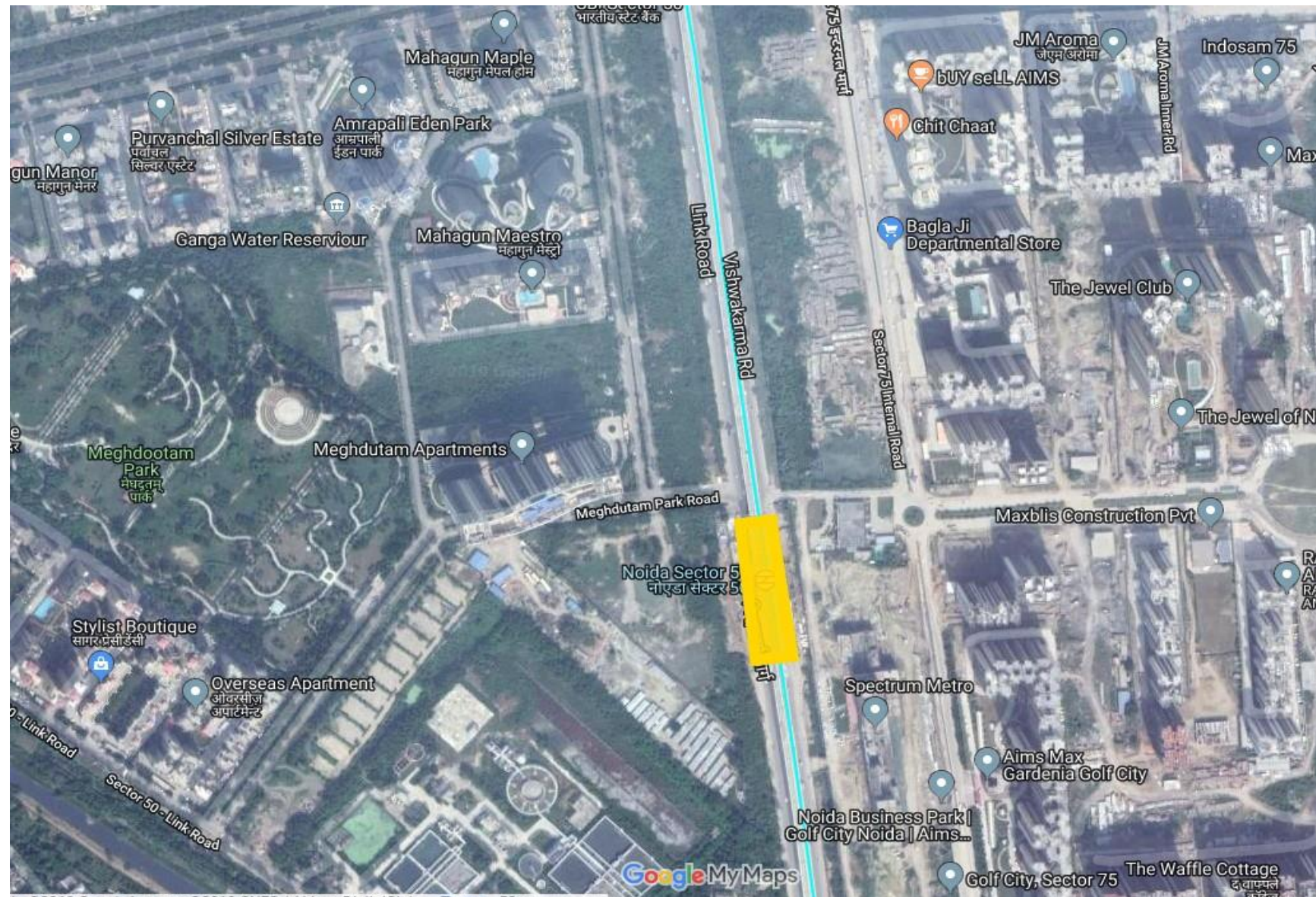
Please Note:

The map shown above is indicative (not to scale)

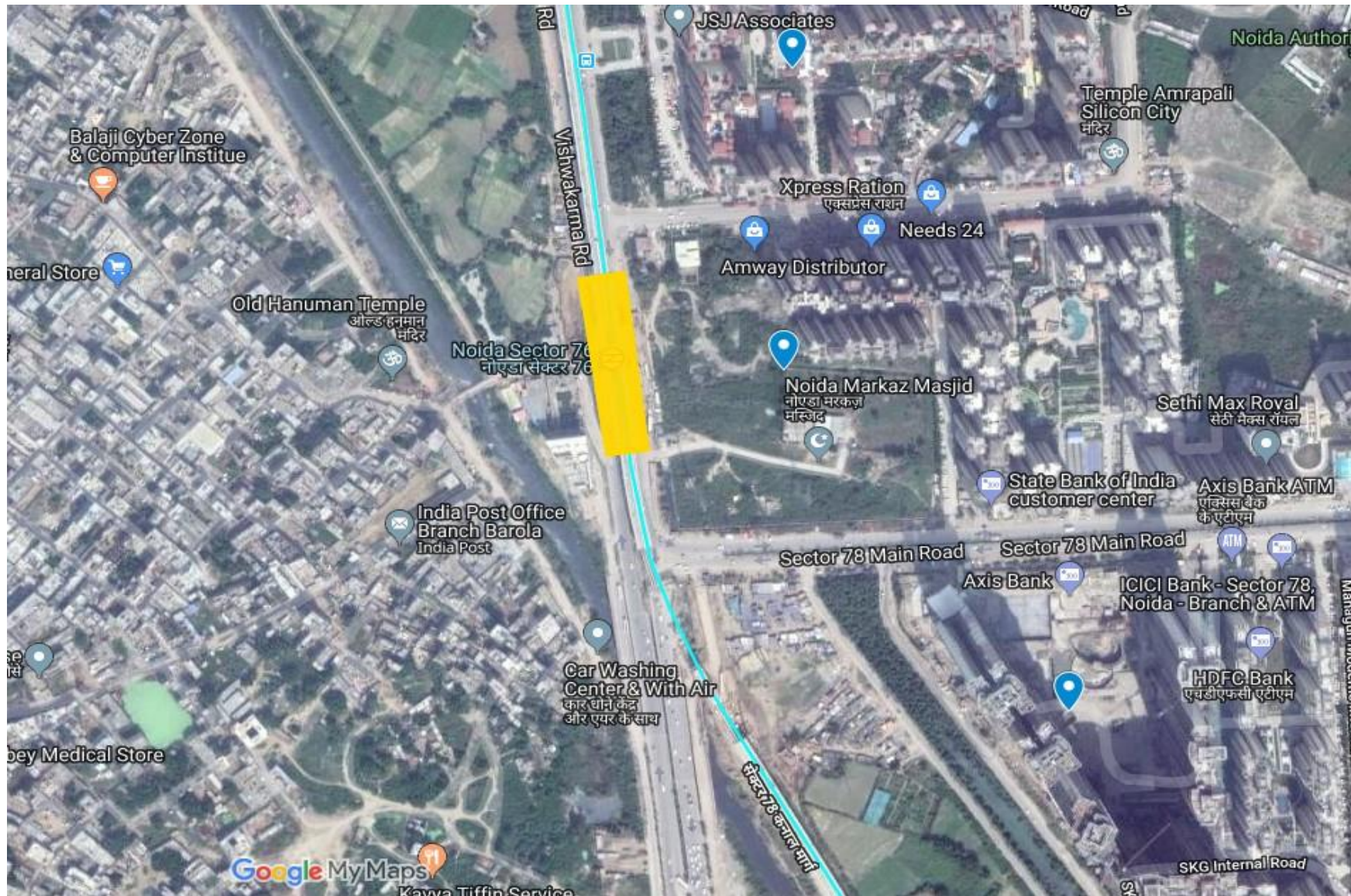
5.5.1.Sector 51 station



5.5.2.Sector 50 station



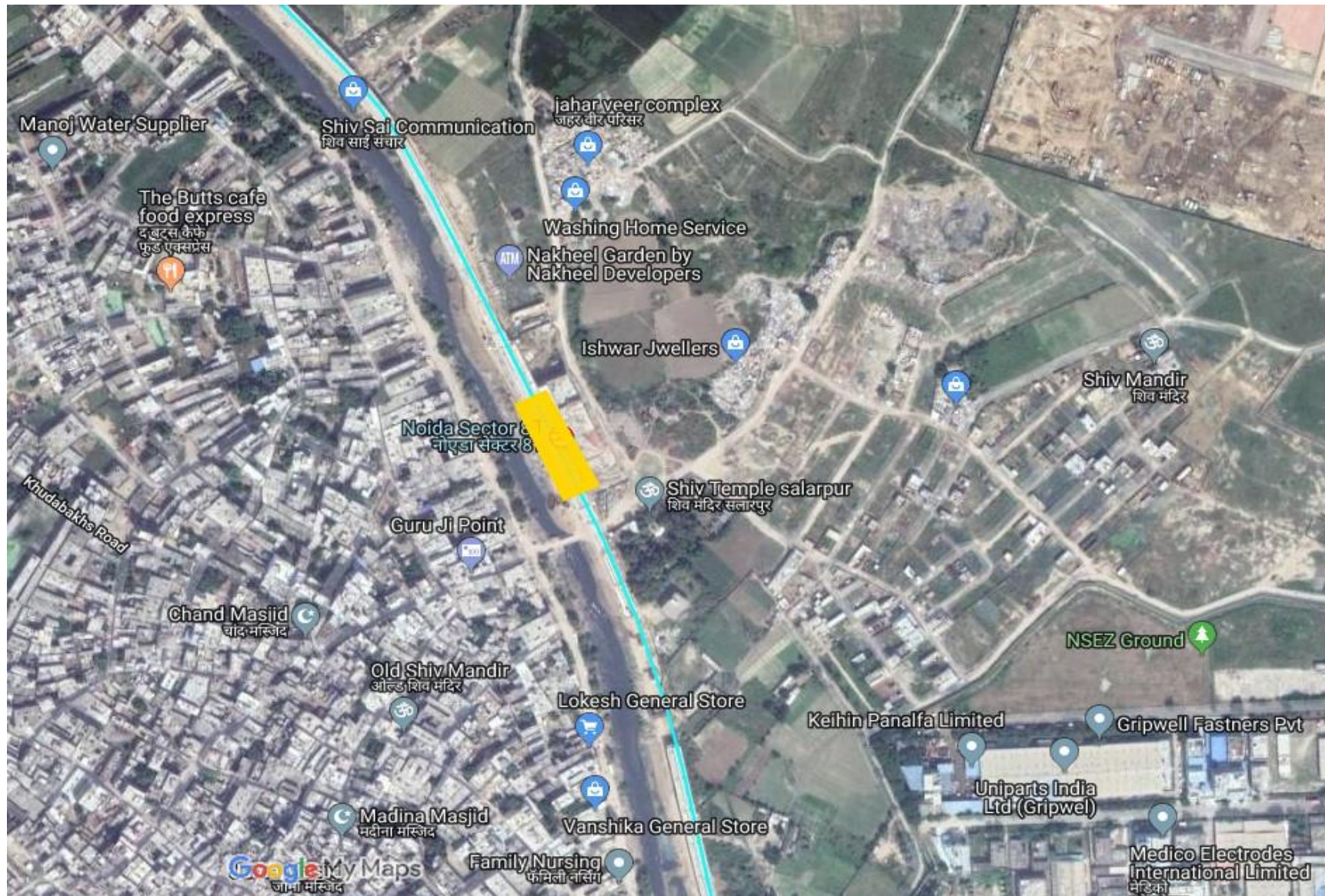
5.5.3.Sector 76 station



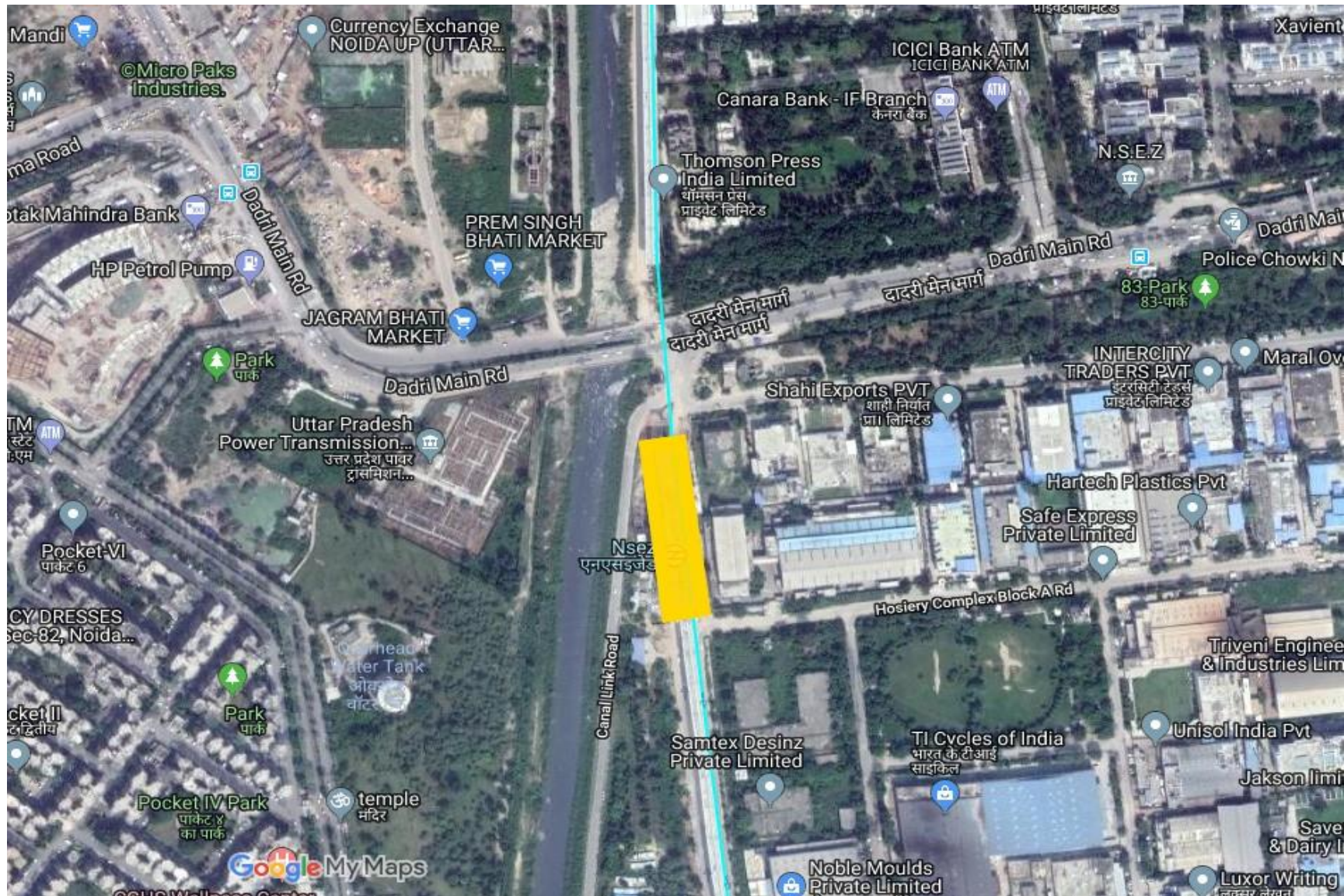
5.5.4.Sector 101 station



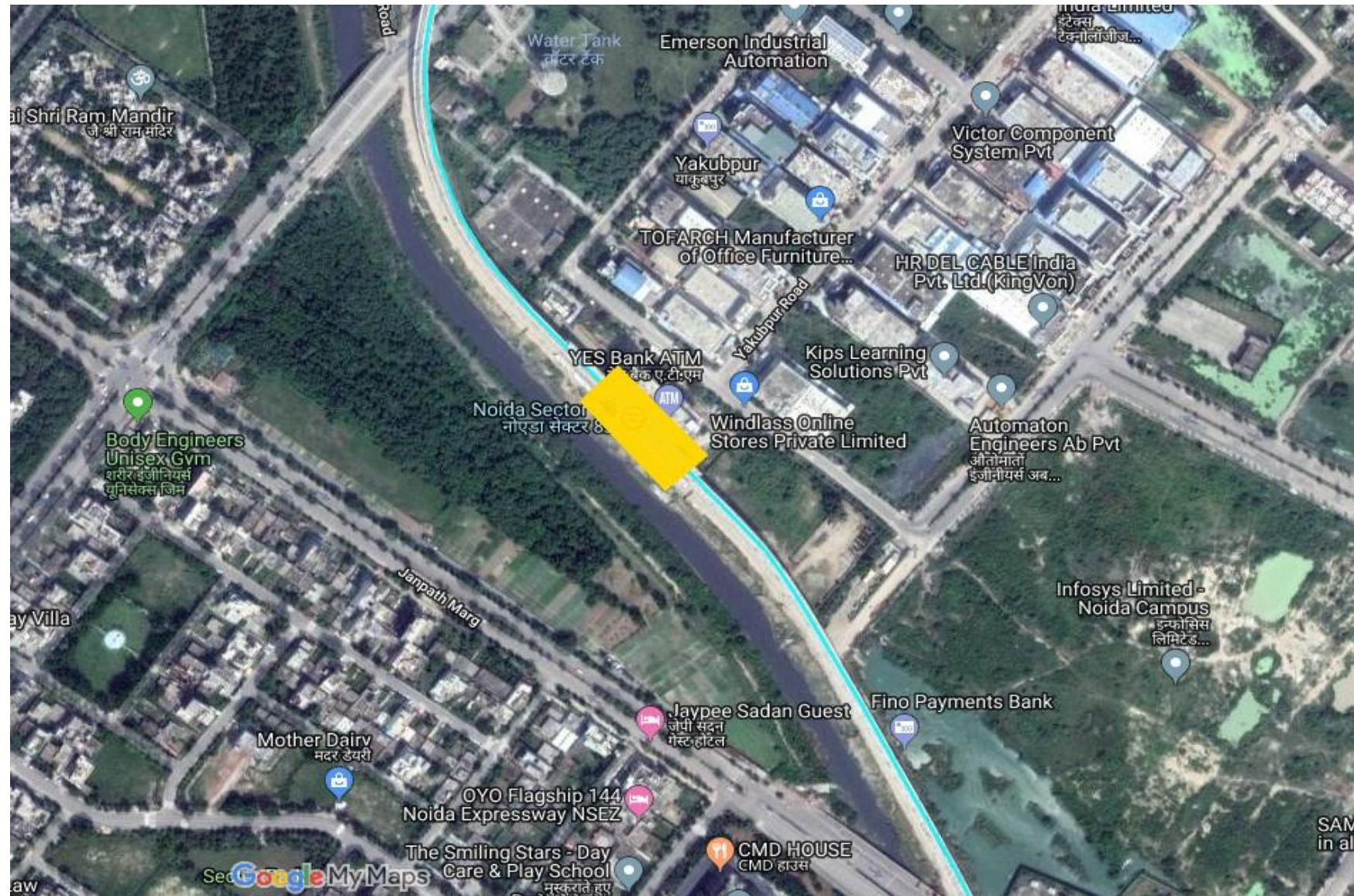
5.5.5.Sector 81 station



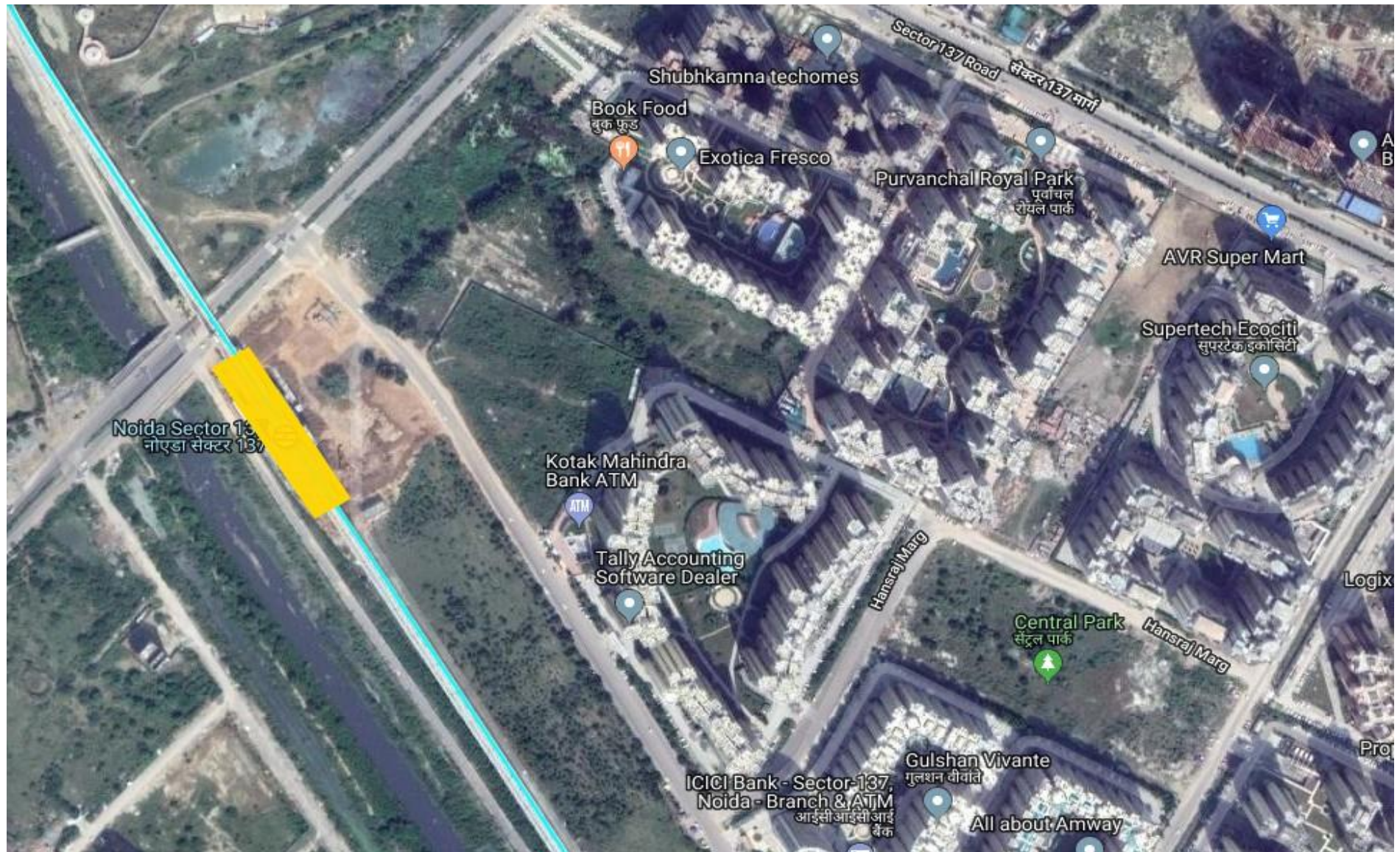
5.5.6.NSEZ station



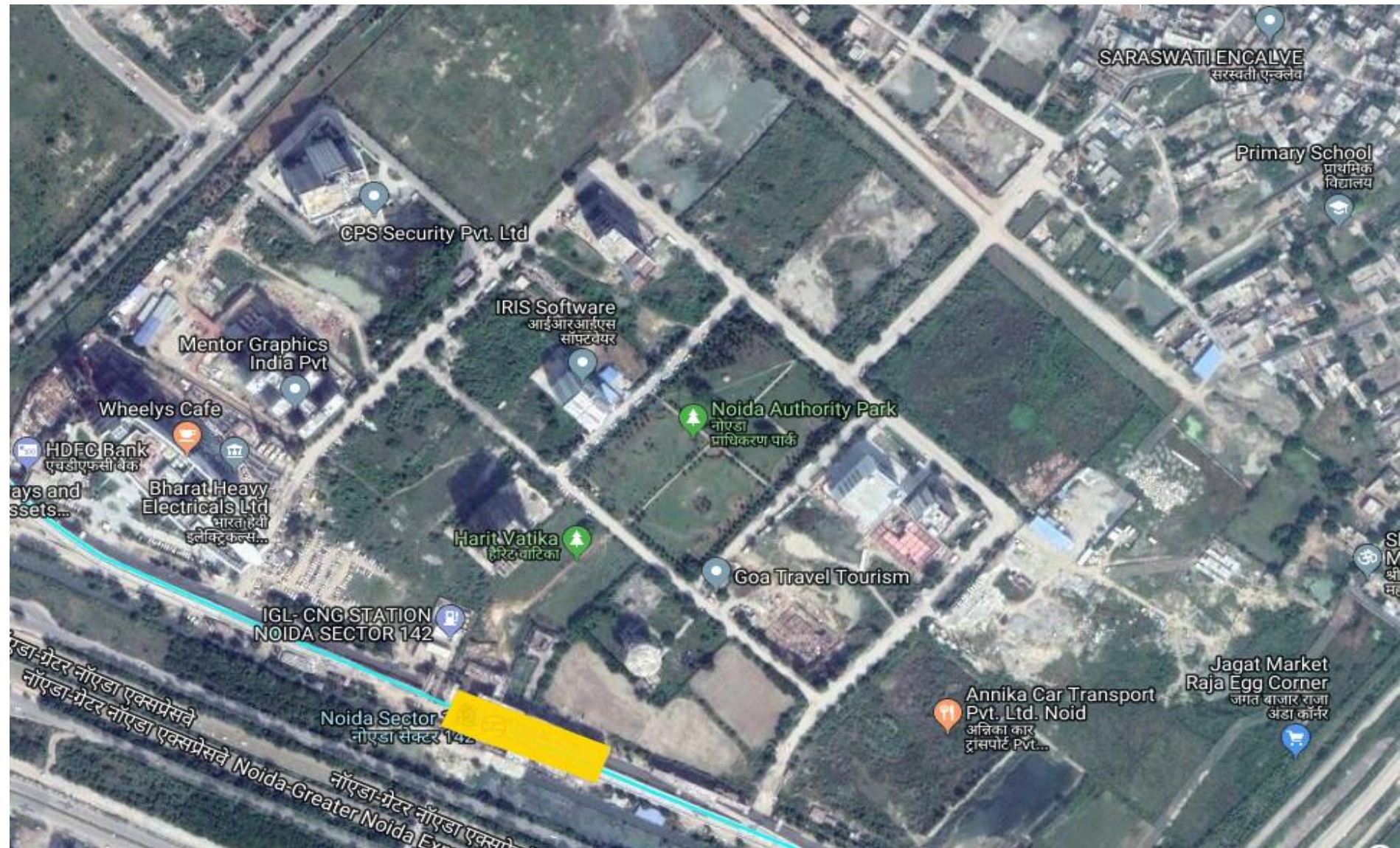
5.5.7.Sector 83 station



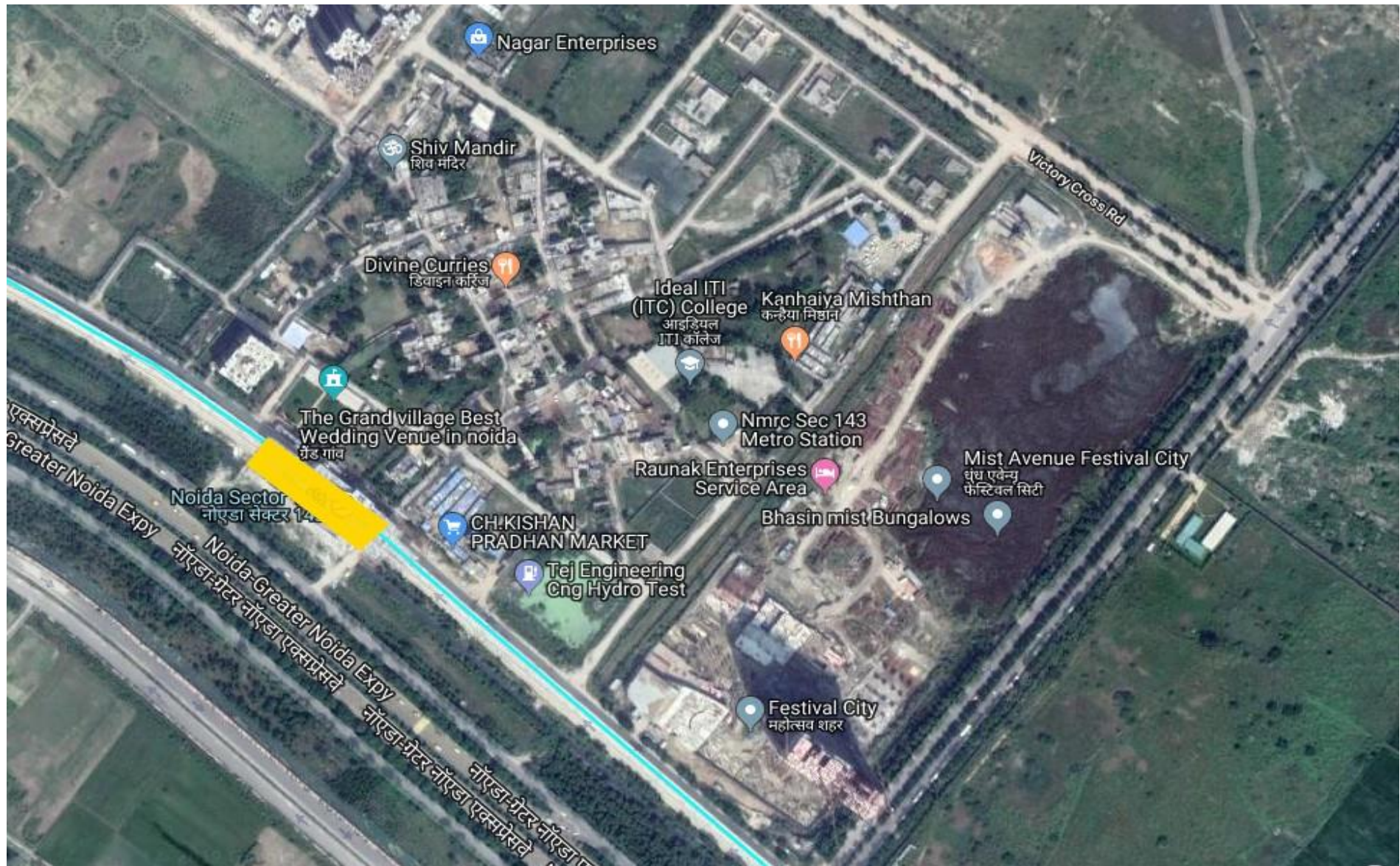
5.5.8.Sector 137 station



5.5.9.Sector 142 station



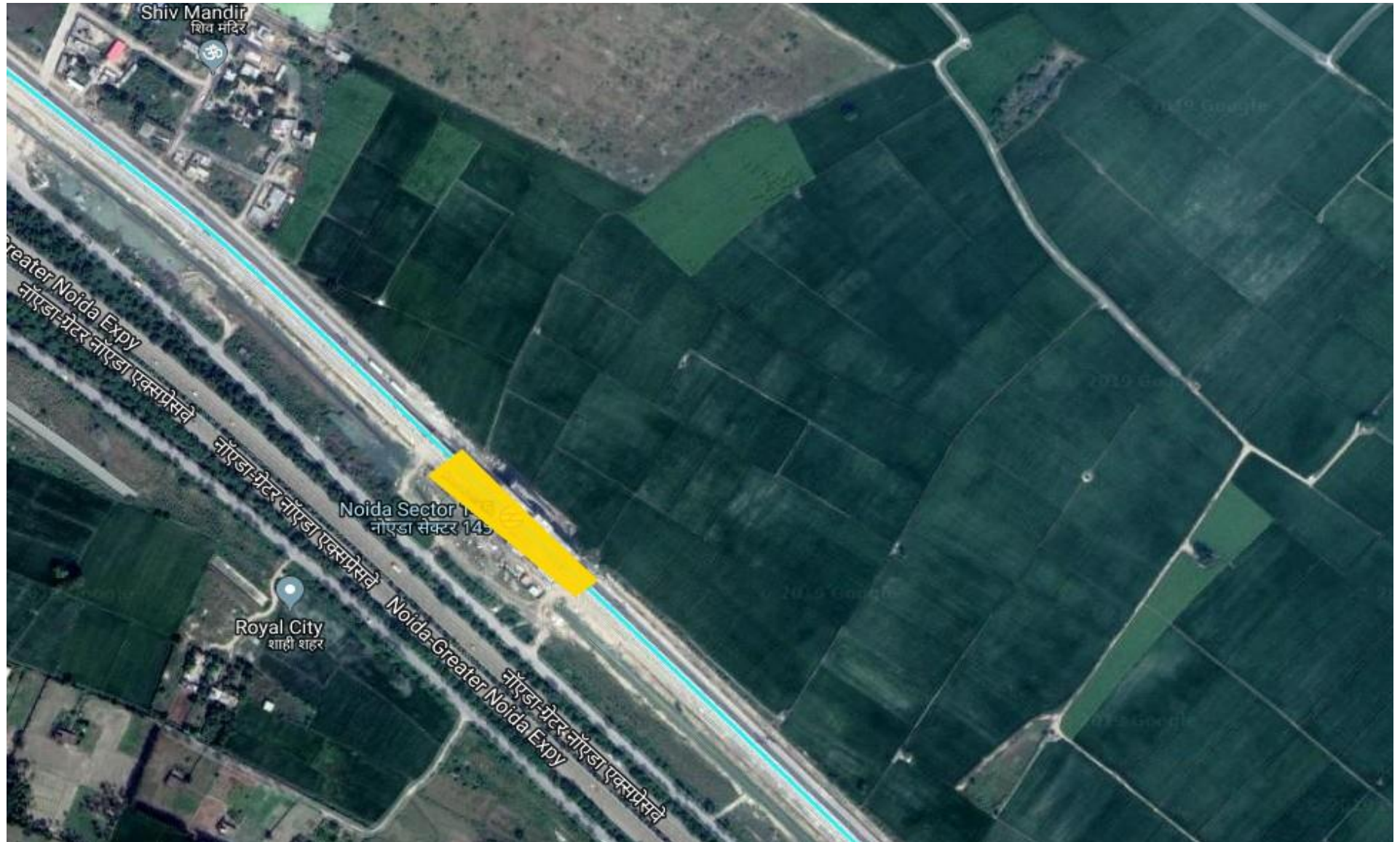
5.5.10. Sector 143 station



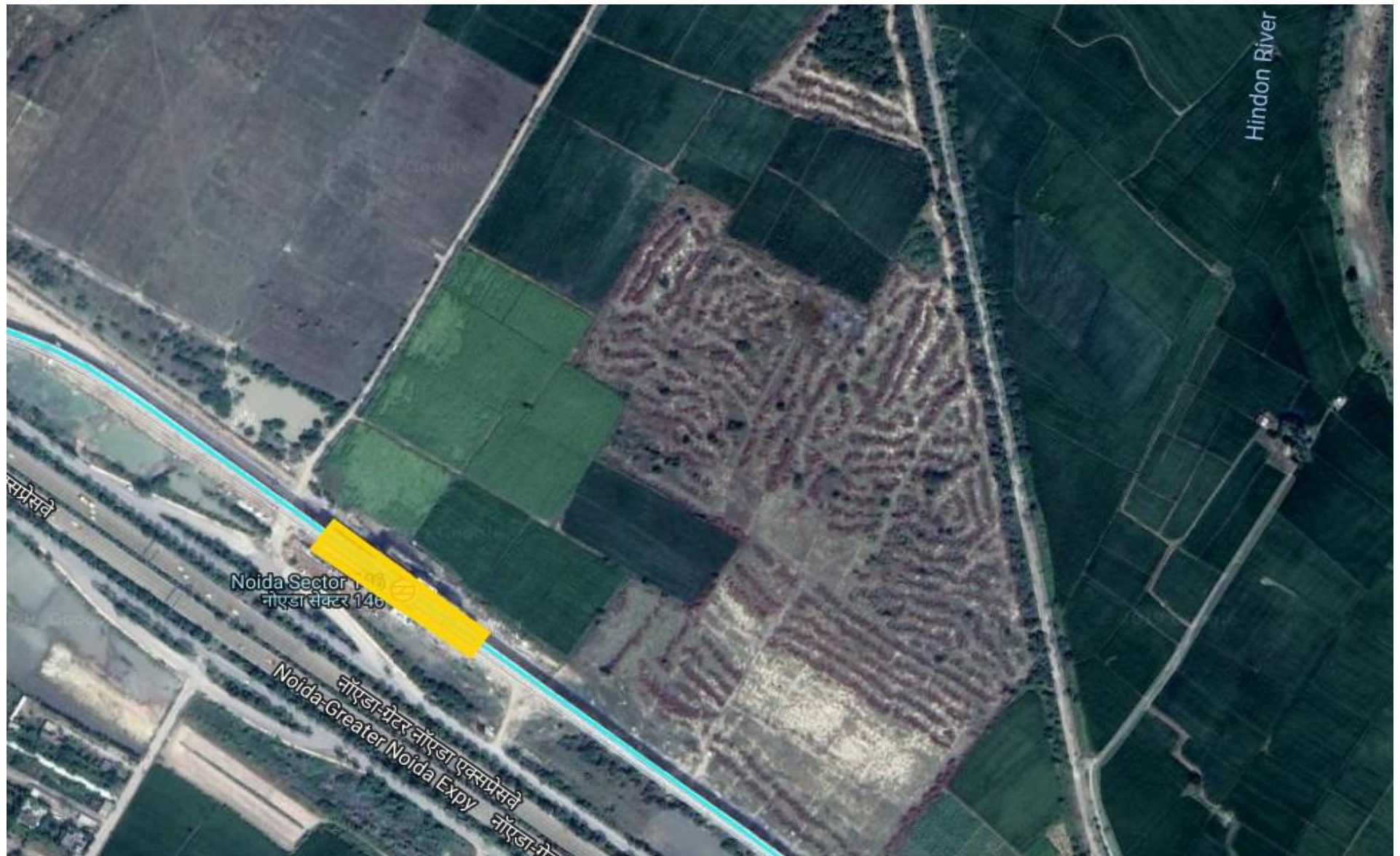
5.5.11. Sector 144 station



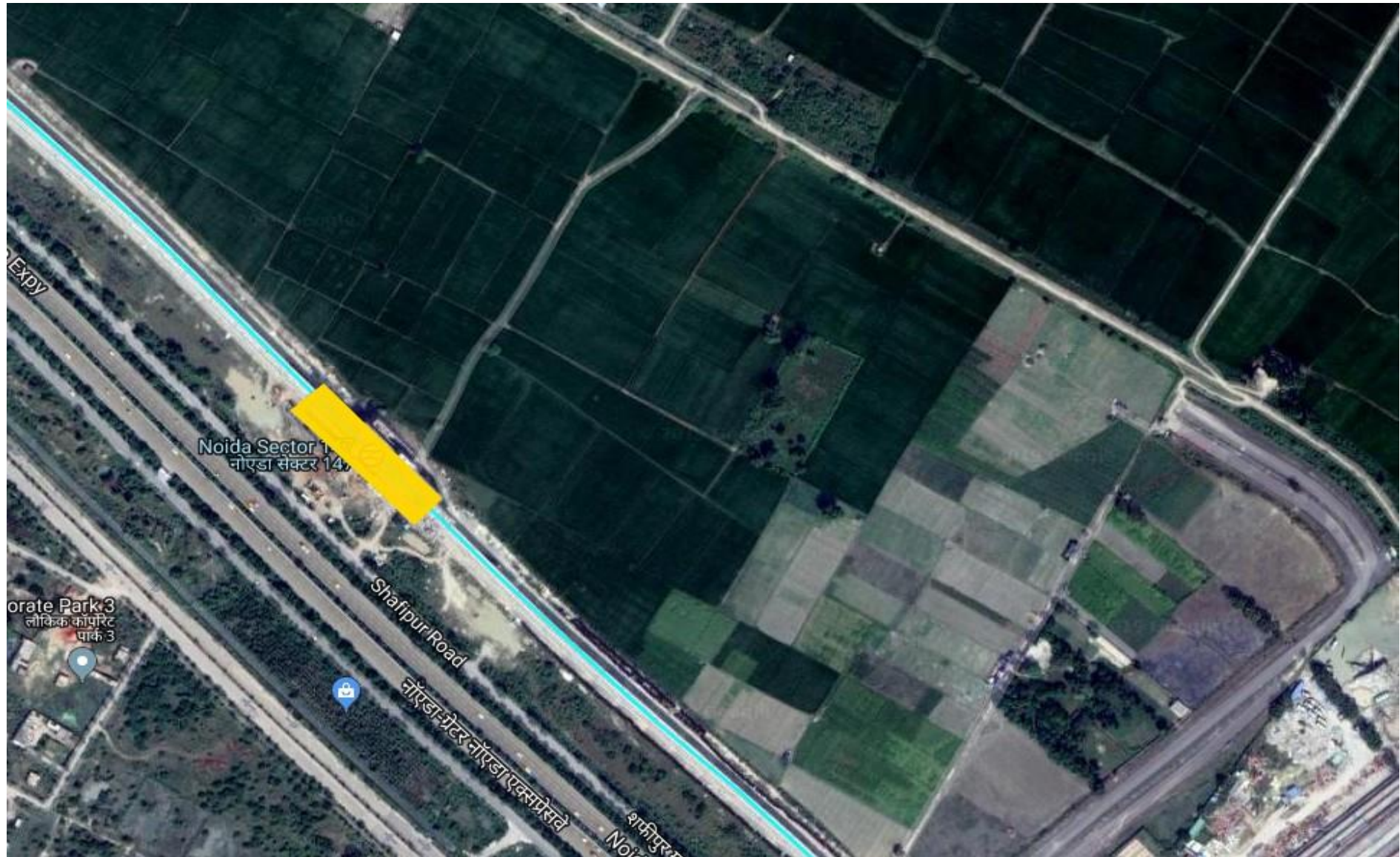
5.5.12. Sector 145 station



5.5.13. Sector 146 station



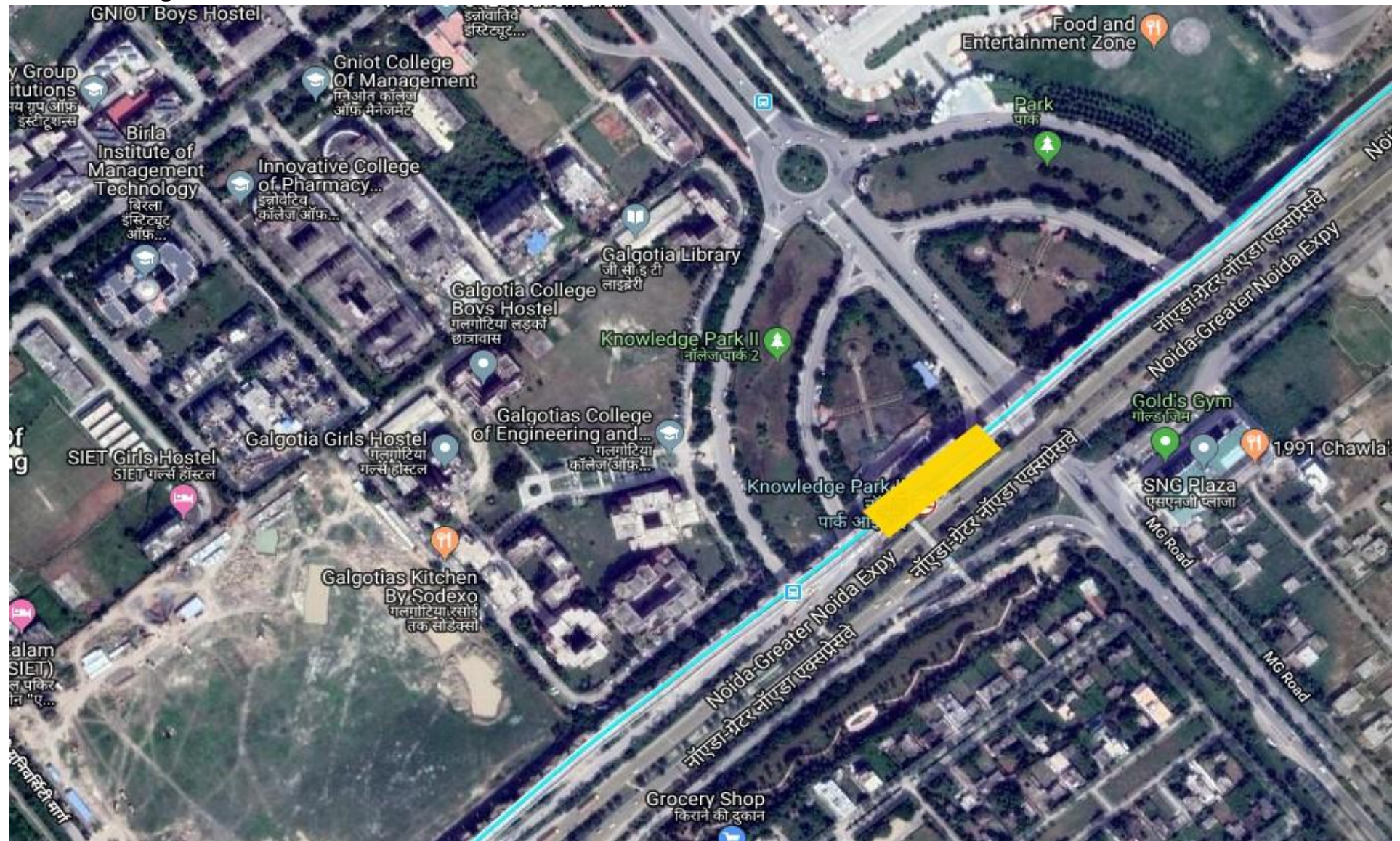
5.5.14. Sector 147 station



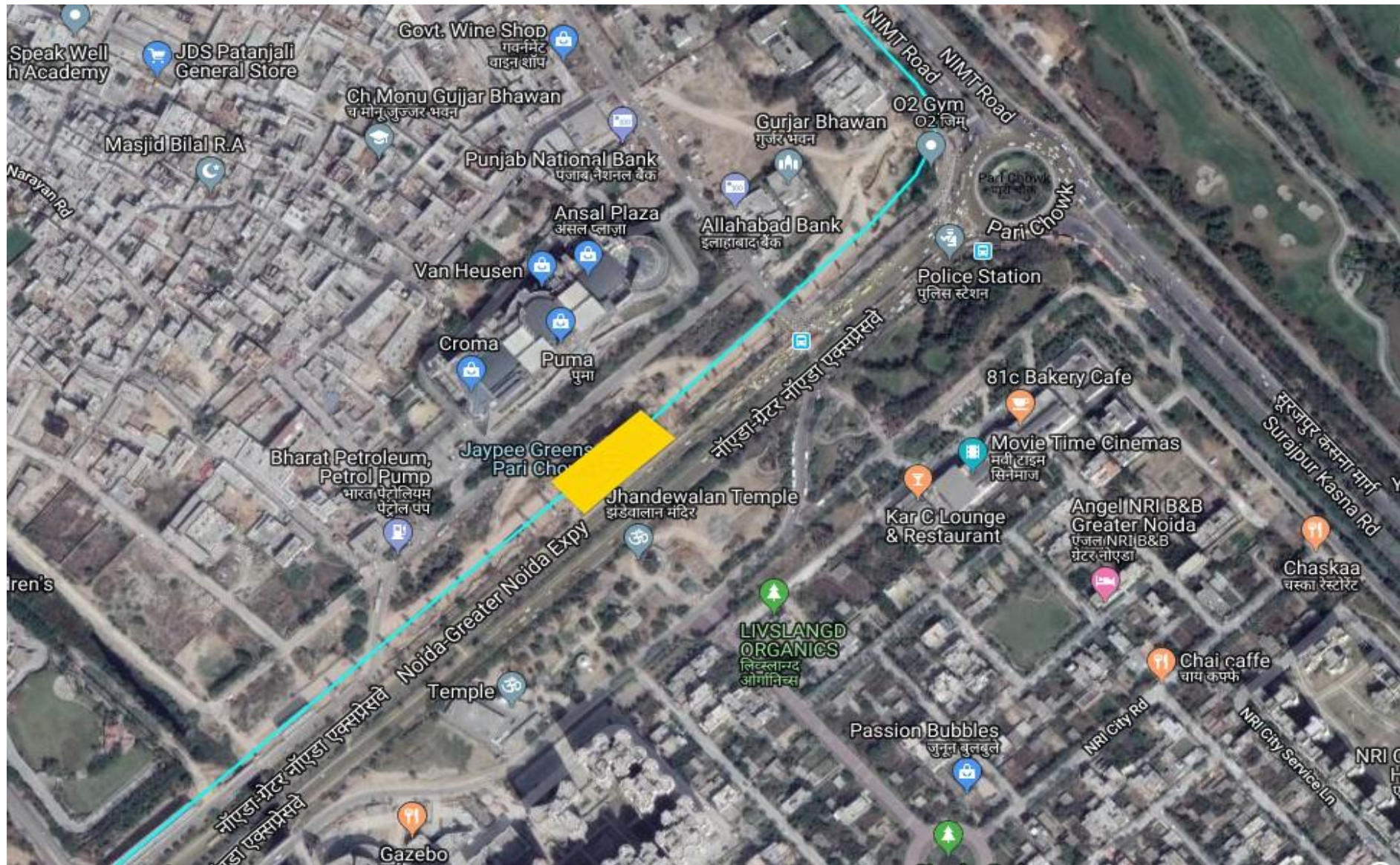
5.5.15. Sector 148 station



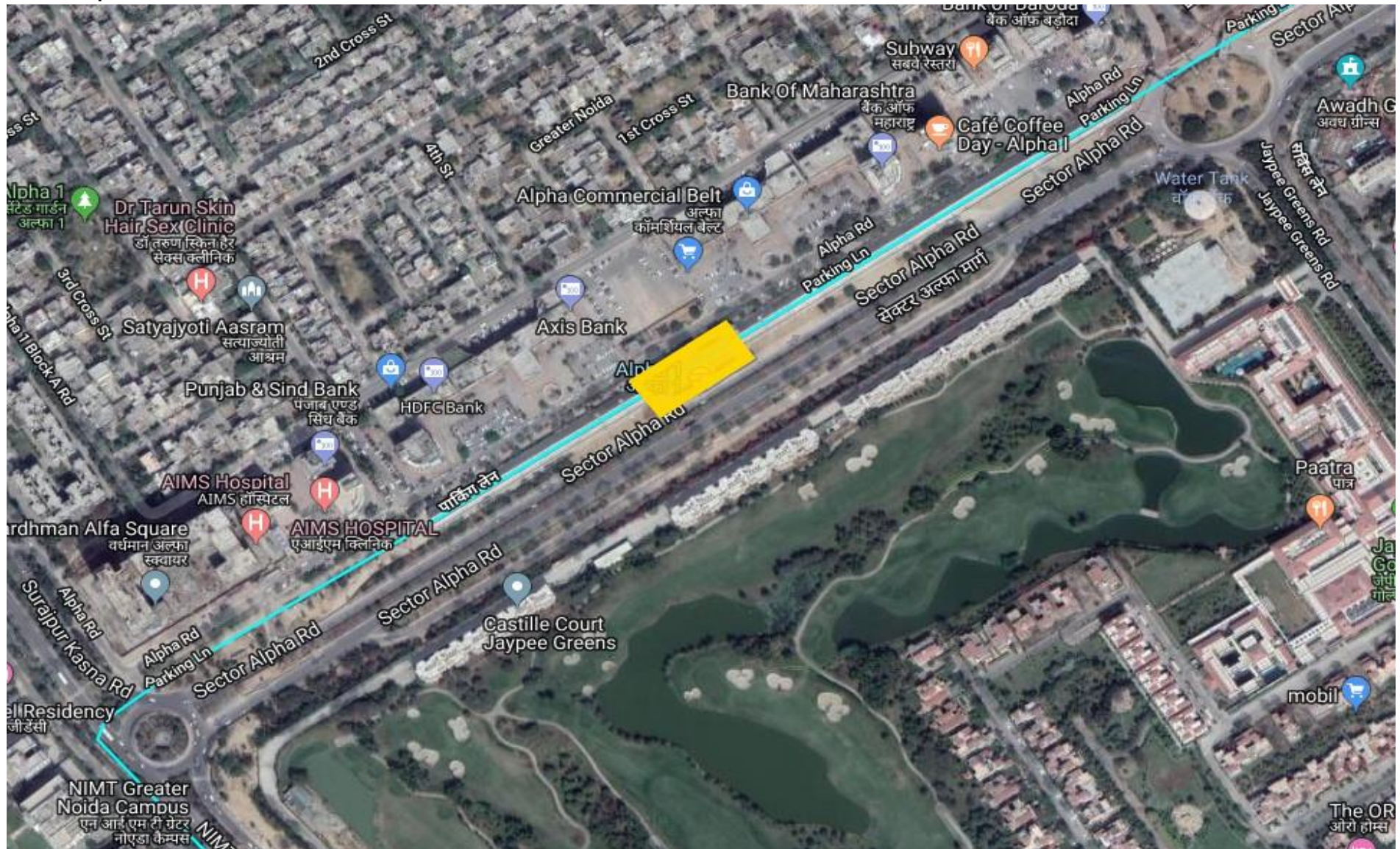
5.5.16. Knowledge Park II station



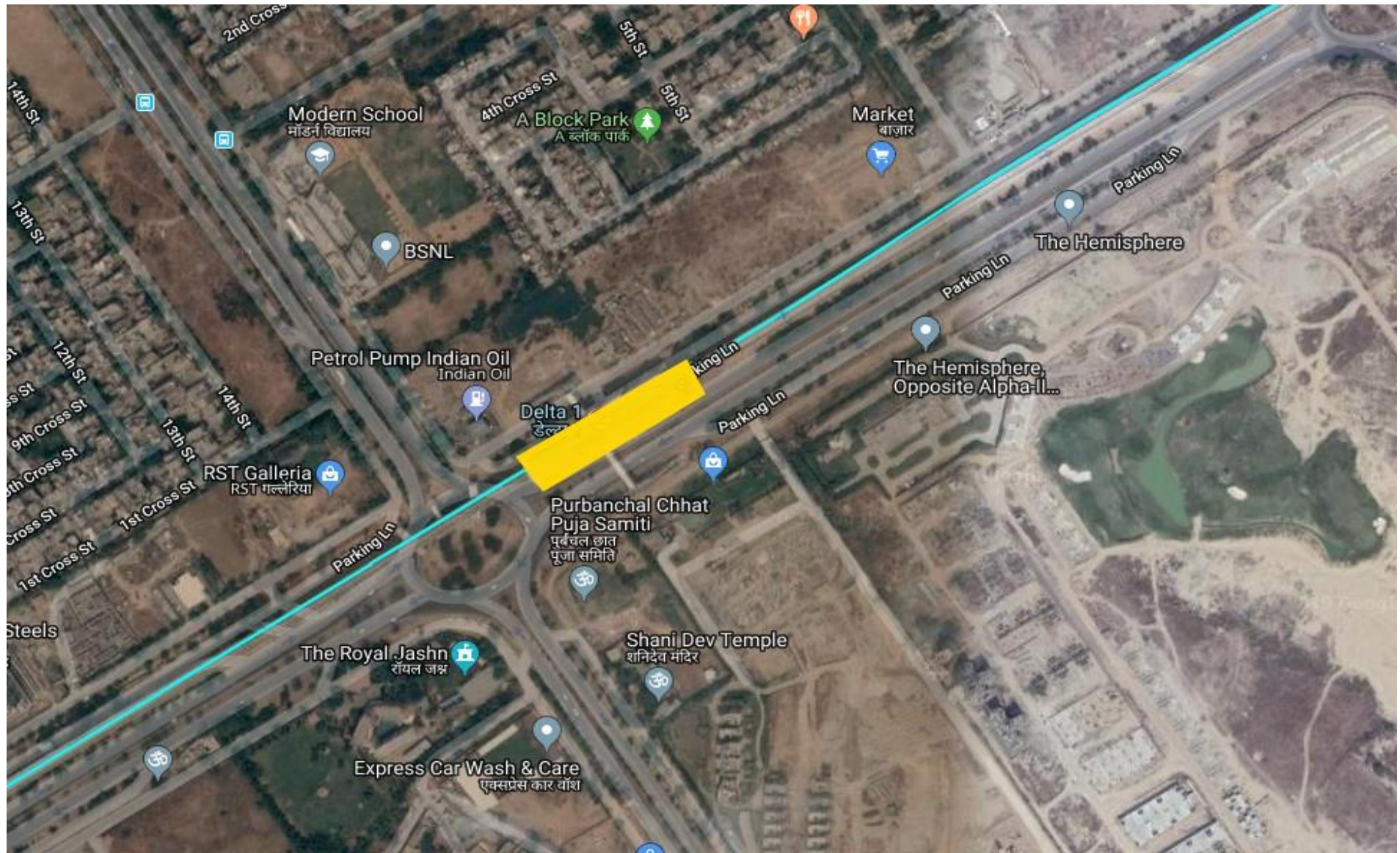
5.5.17. Pari Chowk station



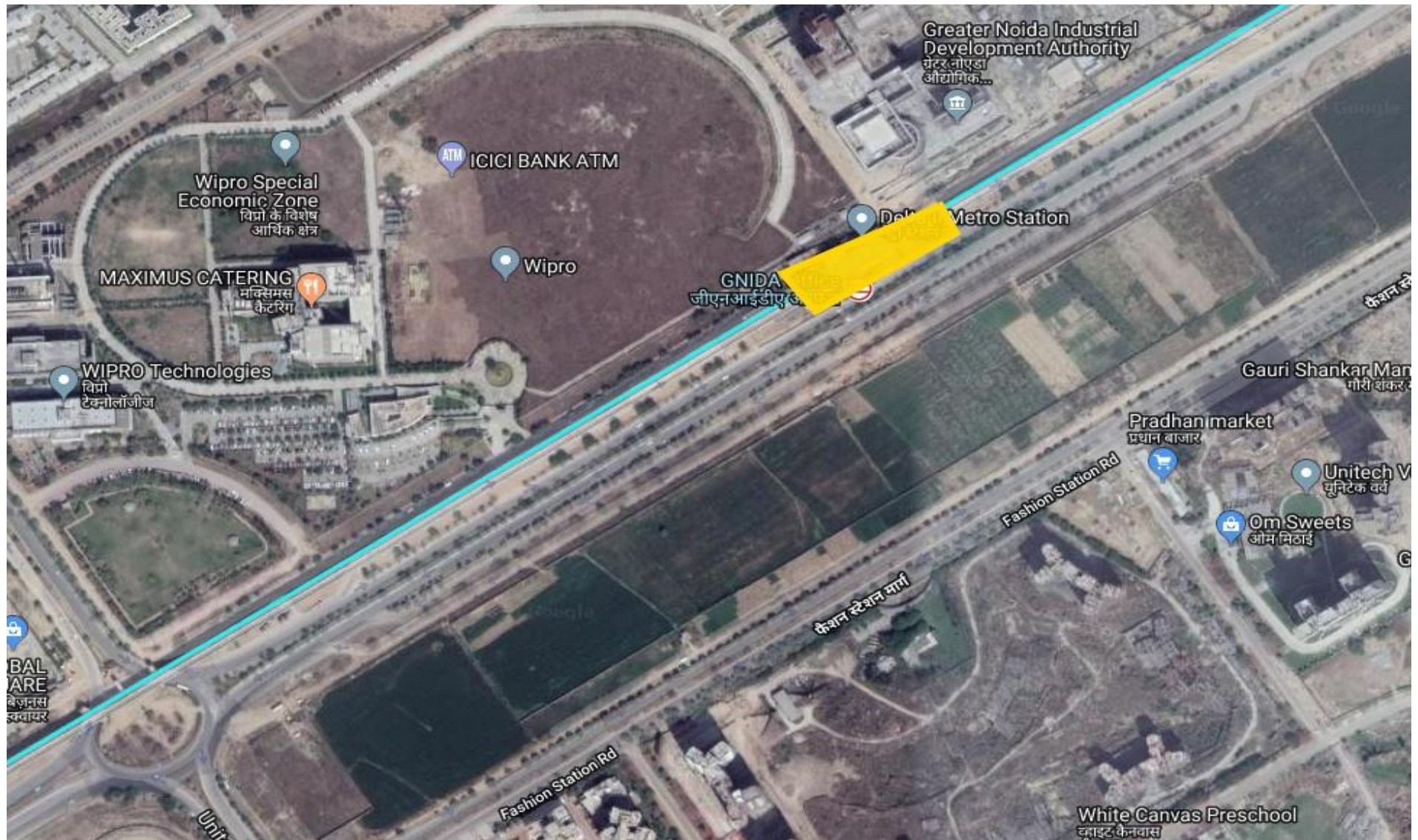
5.5.18. Alpha 1 station



5.5.19. Delta 1 station



5.5.20. GNIDA office station



5.5.21. Depot station

