

NOIDA METRO RAIL CORPORATION (NMRC) LIMITED

Expression of Interest (EOI)

For

**Property Development and Commercial Utilization of Plot
FC-04, Sector 94, Noida (near Okhla Bird Sanctuary Metro
Station) on PPP Model**

No. NMRC/EOI/PD/341/2024

September 2024

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**

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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

DISCLAIMER

This EOI for “Property Development and Commercial Utilization of Plot FC-04, Sector 94, Noida (near Okhla Bird Sanctuary Metro Stations) on PPP Model” contains brief information about the scope of work.

While all efforts have been made to ensure the accuracy of information contained in this EOI 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 EOI/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 EOI Document.

NMRC reserves the right to change any or all conditions/information set in this EOI 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 EOI/s 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 EOI Document.

Data Sheet

1.	Name of the EOI	Expression of Interest for Property Development and Commercial Utilization of Plot FC-04, Sector 94, Noida (near Okhla Bird Sanctuary Metro Station) on PPP Model
2.	Issuing officer	ED, NMRC
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.	EOI Language	English
6.	EOI Fee	Nil
Schedule of EOI Process		
	Task	Key Dates
7.	Uploading of EOI	03.09.2024
	Pre-submission Meeting	18.09.2024, 1100 hrs (IST)
	Last Date of Submission of EOI	03.10.2024, 1500 hrs (IST)
8.	Location of Pre-submission meeting	Conference Room, Noida Metro Rail Corporation, Block-III, 3 rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301
9.	Mode of submission	Hard copy (spiral bound with all pages signed and stamped) and soft copy (via email at nmrcnoida@gmail.com)
10.	Project Location	Land parcel FC-04, Sector 94, Noida, UP
11.	JV/ Consortium	allowed

Expression of Interest for Property Development and Commercial Utilization of Plot FC-04, Sector 94, Noida (near Okhla Bird Sanctuary Metro Station) on PPP Model

1. Background

1.1. About NMRC

An elevated metro line of 29.707 kms between Noida and Greater Noida is operational from January 2019. The metro line is also known as Aqua Line and it starts from Noida Sector 51 Metro Station in Noida and ends at Depot Metro Station in Greater Noida, having a total of 21 Metro Stations. It is acknowledged for successful operationalization of the project; it is essential for the project to be self-sustainable by implementing innovative revenue enhancement options and project structuring among others. Globally, most transport systems have adopted innovative methods to finance the project through innovative commercial property development projects.

As part of the mandate, Noida Metro Rail Corporation (NMRC) undertakes to provide sustainable additional revenue to the corporation and incentives for private sector participant developers.

1.2. Intent of EOI

NMRC intends to qualify and select a suitable Developer (Concessionaire/ Licensee) for the Property Development and Commercial Utilization of Plot FC-04, Sector 94, Noida (near Okhla Bird Sanctuary Metro Station) on PPP Model through an open competitive bidding process. NMRC is in the process of formulating an RFP document containing inter alia technical and financial criteria for eligible bidders; procedure for bidding; scope of work and terms and conditions of the Agreement to be signed between the selected Developer and the NMRC subsequent to the bidding process.

Through this EOI process, Noida Metro Rail Corporation (NMRC) is soliciting EOI/s from qualified firms, developers and/or institutions outlining their interest in the development and commercialization of lease land controlled by NMRC on PPP model and develop a common understanding of the proposed terms and conditions of the Concession/ Lease Agreement. The feedback would be important to formulate the eligibility and other terms and conditions at the subsequent RFP stage.

Qualified firms, either singly or in a joint venture or other legal arrangement, must have the requisite, demonstrated competence and experience in and a thorough knowledge of commercial real estate development that would include project development and oversight, financing, marketing, design, leasing, and management.

Applicants are encouraged to prepare and submit innovative development ideas and conceptual business approaches for the sites. NMRC is looking for Respondents with the capacity to submit high quality conceptual design responses. The successful Respondent will address urban design, land-use mix, business case, and partnership options.

At this stage of the EOI, NMRC will welcome any creative ideas for its consideration.

1.3. About Project

NMRC intends to commercialize and develop the plot FC-04, Sector 94, Noida. Okhla Bird Sanctuary Metro station (DMRC) is present within the land parcel.

Details of land parcel are as follows:

- Total Plot Area of FC-04, Sector 94, Noida: 44,151 sqm
- Floor Area Ratio: 4.5

- Permitted ground coverage: 40%
- Consumed ground coverage: 3,090 sqm for Okhla Bird Sanctuary Metro Station
- Pocket Area and Total Permissible FAR:

S. No.	Pocket	Pocket Area/ Max Ground Coverage (in sqm)	Total Permissible FAR (in sqm)
1	Pocket 1	12,044.00	1,69,527.52
2	Pocket 2	916.21	12,896.29
3	Pocket 3	664.83	9,357.94
	Total	13,625.04	1,91,781.75

- Permissible use: Shall be used for development of commercial land use and any other activity permitted in the Master Plan of NOIDA subject to the Noida Building Byelaws 2010 and any amendments thereafter.

The location of the land parcel is given in Appendix 1 and the approved layout of the land parcel is given at Appendix 2.

2. Scope of the Project

1. The Lease Period shall not exceed 60 years from the date of execution of the Lease Agreement.
2. The Developer shall, at its own risk, cost, and expense, arrange to design, obtain requisite approvals, finance, construct and develop the Site for the purposes as may be permissible under the applicable planning and municipal laws/ laws of Noida within the Moratorium Period from the signing of the Lease Agreement (“Commencement Date”). It will be the Developer’s responsibility to follow the building byelaws and take all other necessary approvals from competent authorities (including environmental clearances, permissions for cutting trees, etc. wherever required). Any charges for obtaining such approvals from the competent authorities shall be paid by the Developer to local authority (ies)
3. Against the Upfront Premium offered by the Developer and Advance Lease Fee, the Developer will be permitted Property Development at land plot FC-04 (44,151 sqm), Sector 94, Noida on the Site as per the plan approved by NMRC and Local Authority (ies).
4. For smooth execution of the above, the Developer shall prepare a development plan and get the same approved from NMRC prior to approaching the concerned governmental authorities for plan sanction and starting of construction at the Site.
5. The Developer shall design the proposed Property development building for design life of 100 years or higher.
6. The Developer shall get the full lease and marketing rights after the Lease Agreement is executed.
7. All statutory clearances and approvals will be obtained by the developer at their cost.

3. Eligibility of Applicants

3.1. Technical Eligibility

1. The Applicant should be a sole proprietorship firm or a partnership firm duly registered under the Indian Partnership Act, 1932, or a Limited Liability Partnership duly registered under Limited Liability Partnership Act, 2008 or a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such

company, either individually or in Joint Venture or a Consortium under an existing agreement and further subject to compliance with applicable laws, policies and guidelines of the Government of India.

2. The Applicant should neither be a blacklisted/debarred firm, nor should its contracts have been terminated/ foreclosed by any company / department as on EOI due date, due to non-fulfilment of Contractual obligations.
3. The Applicant (as a developer/ contractor/ owner) should have experience in commercial and retail sector for a similar project (as a developer/ contractor/ owner).
4. Applicants shall submit their technical eligibility in the specified format as per Form 3 for demonstrating work experience in similar project.
5. Applicants shall submit their financial capability in the specified format as per Form 4.

Definition of Similar Project: Design, financing, and development of malls/ shopping centers/ hotels/ restaurants/ retail showroom/ other commercial property development projects.

4. EOI Registration and Instructions

1. Applicants are advised to study all instructions, forms, terms, requirements, and other information in the EOI carefully.
2. Applicant shall be deemed to have applied after careful study and examination of the EOI Document with full understanding of its implications.
3. The Applicant will be deemed to have visited the Site and inspected the same to acquaint itself about the existing and prevailing conditions before submitting their EOI.

4.1. Submission of EOIs

1. All the notifications & detailed terms and conditions regarding this EOI notice hereafter will be published on the NMRC website.
2. The EOI should be submitted in hardcopy in a sealed envelope and in softcopy via email at nmrchnoida@gmail.com within the deadline specified.
3. Applicant shall submit all formats and suggested documentary evidence with the EOI document.
4. The date of the presentation meeting shall be communicated to the applicant via the contact details provided by the applicant as per Form 2. The meeting shall be held at NMRC Office. Any change corresponding to date, if any, shall be communicated to the applicants vide NMRC website (www.nmrchnoida.com)

4.2. Clarifications

During evaluation of EOI, 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.

4.3. Nodal Officer for Information about the Project EOI

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

4.4. Language

- The EOI prepared by the Applicant and all correspondence and documents relating to the EOI/s 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 EOI, 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.

4.5. Conflict of Interest

- The Applicant shall not have a conflict of interest, the applicants having a conflict of the interest shall be disqualified.

4.6. Cost of proposal

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

4.7. Documents to be submitted

The EOI to be submitted by the Applicants shall, interalia, include:

1. Cover Letter expressing interest to participate in the form and manner prescribed hereunder as Form 1;
2. Details of the Applicant in the form and manner as prescribed hereunder as Form 2;
3. Details of Work Experience of the Applicant as prescribed hereunder as Form 3;
4. Details of Financial Capability of the Applicant as prescribed hereunder as Form 4;
5. Details of the Proposed Project in the form and manner as prescribed hereunder as Form 5;
6. Any more Suggestions/ Ideas in the form and manner as prescribed hereunder as Form 7;
7. Documentary proofs for similar work and audited financial statements for turnover.

4.8. Pre-submission meeting and Site Visits

NMRC shall also organize an interactive meeting to discuss further on this EOI, the eligibility criteria, the technical, financial and operations aspects along with preferred mode of engagements with the prospective bidders in the form of a presentation meeting.

The meeting shall be held on 18/09/2024 at NMRC Office at 11.00 AM. Any change corresponding to date, if any, shall be communicated to the applicants vide NMRC website (www.nmrcnoida.com)

A site visit shall also be organized for the available applicants following the meeting. Further, the Applicant is suggested to undertake the Site Visit and assess the requirement basis the proposed project for **Property Development and Commercial Utilization of Plot FC-04, Sector 94, Noida** at its own cost apart from the planned site visit.

4.9. Date of submission

The applicants shall submit their respective details in aforesaid format latest by **03/10/2024 [3:00 PM]** at NMRC's herein below mentioned address:

ED

Noida Metro Rail Corporation (NMRC) Limited

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

Noida -201301 District Gautam Budh Nagar, Uttar Pradesh

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

EOI/s received by the NMRC after the specified time on the EOI Due Date shall not be eligible for consideration and shall be summarily rejected.

5. Right to accept and/or reject any or all EOIs

NMRC reserves the right to select, reject any or all EOI received without assigning any reason whatsoever and shall not, in any manner whatsoever, be accountable liable for any claims of the Applicants or any other third party in that regard.

6. Outcome of the EOI

Submission (Suggestions/ Feedback) made by the applicants shall be deliberated and discussed and criteria will be finalized for inviting Bids. This EOI is non-binding, and the final selection of the Developer for award of Grant of Lease will happen based on the RFP initiated by NMRC subsequently. Decision of NMRC shall be final and binding.

7. General Terms and Conditions

7.1. Leased Site

1. After signing of LOA and execution of Lease Agreement, the Developer shall be granted access to the subject land to construct, operate, manage, and maintain the subject land.
2. The Site will be leased by NMRC on an “as is where is” basis and no claim whatsoever, in respect of the Site or its conditions or the title of NMRC thereto will be admissible.
3. Areas indicated in this EOI are approximate. Actual area shall be measured jointly at the time of providing access to the Leased Site(s)/ subject land and in case there is any variation in the area, the Upfront Premium shall be adjusted on pro-rata basis.

7.2. Period of “Lease”

1. The Lease granted under the Lease Agreement shall be valid for a period of 60 (Sixty) years from the date of signing of lease agreement (“Commencement Date”) or earlier if the lease Agreement is terminated by the NMRC at its sole discretion.
2. The access to the Site shall be granted to the selected Developer immediately from the date of execution of the Lease Agreement which shall be executed within a period of 30 days from the payment of Fixed Upfront Premium and submission of Security Deposit/ Performance Guarantee, by the selected Developer to the NMRC.

7.3. Moratorium Period

1. For carrying out the construction works etc., the Developer would be permitted a “lease rent fee free period” from the date of signing of the Lease Agreement (hereinafter referred to as “Moratorium Period”).
2. In case the Developer starts using area/ operation before the moratorium period, the recurring fee shall start from the date of operation or moratorium period whichever is earlier.

7.4. Right to Sub-Lease

1. The Developer shall be entitled to sub-lease the built-up space to any person or entity (the “Sub-Lessee”), only after adding the necessary structures and utility services. Further leasing by a sub-lessee to sub-sub-lessee shall be permitted. Further leasing by a sub-sub-lessee shall not be permitted.

7.5. End of the Lease Period

1. At the end of the Lease Period by efflux of time or premature termination for any reason whatsoever, all rights given under the Lease Agreement shall cease to have effect including its rights over the subject Site and the entire facility thereof shall stand transferred back to NMRC, at nil value. The Lease Agreement shall not create any property rights in favour of the Developer and the property at all times belongs to NMRC. All the furniture and fixtures and other assets permanently attached to the Project Facility shall revert to NMRC without any obligation on NMRC to pay or adjust any consideration or other payment to the Developer. NMRC at its own discretion may allow the sub-lessee/ tenant(s)/ end user(s) to continue on mutually negotiable terms and conditions.

7.6. Approvals from NMRC

1. All communication in all matters regarding the approvals related to the subject Site shall be forwarded to the nodal officer as appointed by the NMRC. The nodal officer shall act as a single window for the Developer and shall be responsible for all the matters related to the subject Site.

- The Developer shall forward all requests, such as approval of plans etc. related to the Leased Site(s) to the nodal officer. Such requests, if completed in all manners, may be approved / rejected / processed / amended (in case other organizations are involved for approvals) by the NMRC within 30 days of the receipt of the request.

7.7. Statutory Clearances

- The Developer shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor site. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Developer. The Developer shall also ensure that the proposed property development is neither an impediment for smooth flow of traffic nor a safety hazard for the nearby station structure and for commuters. The Developer shall also ensure that all station utilities and facilities falling within the subject Site, if any, will be kept accessible and the Developer shall not interfere or tamper with those installations at any time.
- Notwithstanding anything mentioned above, the Developer is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the Project Site for the development works to be undertaken.
- Developer will submit the plans and drawings to NMRC for clearance so as to enable developer to submit these plans further to other statutory bodies for approvals.
- The Developer shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, fire-fighting, etc. It is to be clearly understood that all such clearances are to be obtained by the Developer and the NMRC may only provide assistance wherever possible without any obligation. However, requisite approvals from local authorities will be required to be taken by Developer.
- The Developer shall at all times adhere to all provisions of The Metro Railways (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by NMRC in this regard.

7.8. Assignability and Encumbrances

- The Developer shall not assign any of its rights, or interest in this Lease Agreement in favour of any company/ person(s) at any time and for any reasons whatsoever. The Developer, however, shall be entitled to sub-lease the use of leased site as per the terms of Rights to Sub-Lease.
- Under no circumstance, shall the building or facilities constructed or installed at the Leased Site(s) be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders / Financial Institution(s) / Banks etc.

7.9. Payments to NMRC

- In lieu of the rights transferred to the Developer for the subject Site, the Developer shall make following payments to NMRC in manner given below:

a) Part A: Fixed Upfront Premium (Non-Negotiable and Non-Refundable) as below:

Plot	Area	Upfront Premium (Rs.)
Plot FC-04, Sector 94, Noida (near Okhla Bird Sanctuary Metro Station)	Plot Area = 44,151 sqm FAR = 4.5 FAR (in sqm) = 1,91,781.75 Ground Coverage = 40%	

The Developer shall make payments for Fixed Upfront Premium to the NMRC (within 30 days from the date of Letter of Acceptance (LOA)).

b) Part B: Advance Lease Fee as Bid Variable to be quoted by bidder as below:

In addition to any outstanding dues over the Developer, it shall make payments for Advance Lease Fee on quarterly basis to the NMRC (within 10 days before commencement of respective quarter) to the NMRC. All the taxes including the GST, as applicable from time to time shall also be paid by the Developer in addition to the amount of the quoted rate of the Lease Fee.

The Advance Lease Fee rate shall be computed by escalating the Monthly Lease Fee rate, as quoted by the Developer at the time of Bid @ 5% every year starting from the commencement date.

c) GST as applicable will be borne solely by the Developer.

d) All other statutory taxes, statutory dues, local levies, stamp duty as applicable shall be charged extra from the Developer and shall have to be remitted along with the Lease Fee for onward remittance to the Government. Property tax or any other dues of the Leased area shall be paid by the Developer directly to the respective authority at applicable rates. The Developer shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this Lease Agreement.

e) The payment of Advance Lease Fee and other recurring payments shall be made to NMRC through Escrow Account only.

7.10. Security Deposit/ Performance Guarantee

1. The Developer shall pay Interest Free Security Deposit/ Performance Guarantee to NMRC, which shall be renewed after every three years for a sum equivalent to 1.5 times the Advance Lease Fee for that year, with a validity of three years. The amount of Security Deposits shall be escalated in accordance with the escalation of Advance Lease Fee.
2. The interest free security deposit/ performance guarantee shall be paid within Thirty (30) days of Letter of Acceptance given by Licensee. The interest free Security Deposit/ Performance Guarantee shall be accepted in the form of DD/ FDR or unconditional and irrevocable Bank Guarantee bond issued by a scheduled commercial bank in favor of NMRC Ltd. The Bank Guarantee must be issued by a bank branch located in Delhi, NCR, Noida, Greater Noida & Gurugram region only.
3. The said Security Deposit/ Performance Guarantee shall be kept valid on a rolling basis till the end of the Lease Period and final settlement of accounts which shall be kept valid for a period of 6 months beyond the lease period or final settlement whichever is earlier.
4. Interest Free Security Deposit/ Performance Guarantee will be refunded after successful completion of the full term of the Lease period, after adjusting any dues payable to NMRC and after final settlement, without consideration of any interest after completion of Lease Agreement.

7.11. Signing of Contract/ Lease Agreement

1. Compliance of following conditions by the Developer shall be the prerequisites for signing of Lease Agreement:
 - i. Acknowledgment of LOA unconditionally at the selection stage;
 - ii. Payment of the Upfront Premium;
 - iii. Submission of Security Deposit/ Performance Guarantee;

2. On compliance of the prerequisites specified hereinabove, the Lease Agreement shall be executed, with the SPV created by the Developer.

7.12. Maintenance of Project as per RERA provisions:

1. The Developer shall maintain the Property Development Project as per provisions of Real Estate Regulation Act (RERA), and statutory guidelines, rules, amendments etc of the RERA Act. The Developer shall be solely responsible for any consequence of non-compliance of guidelines and inadequate maintenance of the Project buildings.
2. The Developer hereby indemnify NMRC from the any claims including third party claims, fines, punishment etc. arising due to non-compliance of RERA provisions by Developer and Developer default to adhere to the extent provisions of RERA including its amendment, rules/ guidelines frames thereunder.

7.13. Payments Security & Escrow Accounts

1. The Developer will be required to maintain with a Scheduled Commercial Bank, acceptable to NMRC, an Escrow Account as a payment security mechanism to protect the interest of NMRC. All the revenues of the Developer from the Leased space, of whatsoever nature (including revenue from operation of developer or leased space, upfront/ onetime payments, refundable & non-refundable deposits, rentals, License fees, maintenance fees and user charges, revenue from internal billboards/signages etc.) shall be credited to this account and outflows of cash on account of payments to NMRC and other purposes shall be debited, in accordance with the provisions of the Lease Agreement.
2. The Developer shall before the end of moratorium period identify a Nationalised /Scheduled Bank acceptable to NMRC and open an Escrow Account in terms of the Escrow Agreement to be signed between the Developer, NMRC and the Bank as per the draft attached hereto. The Bank will act as the Escrow agent for the purposes of receiving the receivables. The escrow account will be maintained throughout the Lease period.
3. For the payment of the amounts becoming due to it, NMRC shall always have the first and paramount charge over all receivables that the Developer is entitled to claim or receive from the sub-lessee for the use of the leased spaces. The Escrow Bank shall be given irrevocable instruction to remit to NMRC the amounts becoming due to NMRC under the Lease Agreement as per the claims made by NMRC from time to time. So long as any amount is outstanding to NMRC from the Developer, the amounts in the Escrow Account shall not be utilised for any purpose other than for payment to NMRC. After due discharge of all amounts outstanding to NMRC, the Escrow Bank shall be entitled to allow the amount to be utilised by the Developer till such time further amounts become due from the Developer to NMRC as per the claims made by NMRC. Subject to the above and to the first and paramount charge, NMRC may allow the Developer to create second charge over the receivables in favour of financial institutions.

Formats for submission of EOI

8. Forms and Appendices

8.1. Form 1: Format for Covering Letter

Date:

To,

ED

Noida Metro Rail Corporation (NMRC) Limited

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

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

Sub: EOI for Property Development and Commercial Utilization of Plot FC-04, Sector 94, Noida (near Okhla Bird Sanctuary Metro Station)

Ref: EOI No. NMRC/EOI/PD/341/2024

Dear Sir,

- With reference to your EOI document dated _____, I/We the undersigned am/are hereby expressing our Interest to undertake Property Development and Commercial Utilization of Plot FC-04, Sector 94, Noida (near Okhla Bird Sanctuary Metro Station).
- We understand that NMRC intends to develop the land parcel and based on responses, NMRC shall finalize the terms and conditions. Further, the issue of this EOI 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 blacklisted/debarred firm nor have contracts, which have been terminated/ foreclosed by any company / department as on EOI due date, due to non- fulfilment of Contractual obligations.
- We hereby declare that all the information and statements made in this EOI are true and accept that any misinterpretation contained in it may lead to our disqualification. Our EOI is binding upon us.
- We have prepared our EOI for the captioned project as specified in EOI Document.
- I/We hereby declare that all the information and statements made in this EOI are true.

(Name and Title of the Signatory)

(In the capacity of)

Company Seal

(Name of the Entity)

8.2. Form 2: Details of the Applicant

8.2.1. Firm Details

8.2.1.1. In case of Single Entity

S. No.	Particulars	Details
1 (a)	Name of Entity	
(b)	Legal Status (Company/LLP/etc.)	
(d)	Registered Address	
(e)	Telephone / Mobile No.	
(f)	E-Mail Address	
(g)	Registration No. of Entity	
(h)	PAN No.	
(i)	Number of years of experience in the relevant field	
(j)	Brief profile of the Entity	

8.2.1.2. In case of Consortium

S. No.	Particulars	Details of Lead Firm	Details of Member Firm
1 (a)	Name of Entity		
(b)	Legal Status (Company/LLP/etc.)		
(d)	Registered Address		
(e)	Telephone / Mobile No.		
(f)	E-Mail Address		
(g)	Number of years of experience in the relevant field		
(h)	Brief profile of the Entity		
(i)	Percentage Participation (Equity)		

Note: Applicants may add further columns as required

8.2.2. Details of individual(s) who shall serve as the point of contact/ communication for NMRC:

S. No.	Particulars	Details
(a)	Name and designation	
(b)	Telephone / Mobile No.	
(c)	E-Mail Address	

Note: Applicant needs to submit supporting documents stating the legal status of the firm

Name of applicant: _____

Signature of applicant: _____

8.3. Form 3: Work experience

S. No.	Particulars	Details
(a)	Name of the Project	
(b)	Type of Project (commercial/ residential/ others)	
(c)	Type of the Client (if applicable)	Government/ PSU/ Private firm
(d)	Name of Client	
(e)	Important Dates (i) Start Date of the Project (ii) End Date of the Project (iii) Total Tenure of the Project	
(f)	Location of the Project	
(g)	Project area	
(h)	Project cost	
(i)	Development model	
(j)	Requirements from Client	
(k)	Payment terms	
(l)	Key features	
(m)	Project Photos/ Drawings	
(n)	Developed Floor Area Chart	

Note: Applicants are required to submit supporting documentary proofs such as Agreement/ Work Order/ Completion certificates.

Applicant may fill separate sheet for each project.

Name of applicant: _____

Signature of applicant: _____

8.4. Form 4: Financial Capacity

S. No.	Particulars	Details (INR)	
		Turnover	Tangible Net Worth
(a)	2023-24		
(b)	2022-23		
(c)	2021-22		
	Average Turnover for last 3 FYs		

Name of applicant: _____

Signature of applicant: _____

Note:

- Applicant is required to submit Audited financial statements for the last 3 years as supporting document.
- In case the Financial Statements for the latest financial year are not audited and therefore the Applicant cannot make it available, in such a case, the applicant shall submit an affidavit certifying that “The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.”
- In case of Consortium, provide details of each member of the Consortium
- For estimation of Net Worth, the following formula may be used:
 - Tangible Net Worth = [Subscribed and Paid-up Equity Share Capital + Reserves and Surplus – {Revaluation Reserves, Goodwill, Miscellaneous Expenses (to the extent not written off) and other Intangible assets}]

8.5. Form 5: Details of the Proposed Project

8.5.1. Structure of proposal

This Form is intended to provide general guidance to applicants. The Proposal should be innovative and should be based on the applicant's understanding of the issues associated with preparing Commercial Land proposals. The applicant is free to propose a methodology and to recommend changes which they believe best meet the project purpose.

The proposed concept plan may include:

1. **Site Characteristics:** Minimum dimensions, minimum acreage, maximum distance from metro station
2. **Building Characteristics:** Minimum footprint dimensions, Minimum height, Elevation relative to ground level, parking under/near the building and area statement.

#	Details	Value		
1.	Total plot area	44,151.50 Sqm		
2.	Permitted ground coverage	17,660.60 Sqm		
3.	Consumed Area (for station)	3,090 Sqm		
4.	Remaining area	13,625.04 Sqm		
		Area (sqm)	Area using FAR (sqm)	Floors
5.	Proposed area for PD within Plot 1	12,044.00		
6.	Proposed area for PD within Plot 2	916.21		
7.	Proposed area for PD within Plot 3	664.83		

Note: Applicants are advised not to copy the above statement as it is in their area statement

3. **Architectural style** including other amenities and requirements
4. **Franchise Information:** including likely chain scale level and likely brands to be setup
5. **Preferred management company:** including details of partners/affiliations
6. **Marketing information** including market segmentation, target audience and cross-selling opportunities with the Noida Metro Rail Corporation
7. **Underwriting Standards** such as key demand drivers, minimum term of ground lease, ground lease structure (Base rent, percentage rent, etc.)

8. **Timeline** highlighting site and improvement design period, construction period, pre-opening timeframe and time to reach stabilization

8.5.2. Key Deliverables to be addressed

The Project Deliverables, as set out below, are the minimum requirements for the execution of this project. Should the applicant feel that it is desirable to produce additional deliverables, these should be described explicitly in the Proposal. Please note the NMRC is open to considering suggested development on land not specifically identified in this EOI.

- Detailed Groundside Development.
- Recommended land use plan that optimizes the proportion of retail and commercial (office) space to maximize the area's development potential.
- Development recommendations to help ensure that all development on the land makes a positive contribution to the visual environment of the area and is complimentary to its activities.
- Facilitation of commercial development strategies through flexible commercial land use designations.
- From the leasing perspective, how the land would be better used as a specific concession, including but not limited to Hotels, Restaurants, etc.
- Land Development Considerations: Site and building characteristics must comply with Noida Building Byelaws and any other guidelines as required (ex: building height restrictions, obstacle limitations, etc.).

8.5.3. Project team

The applicant is to provide a listing of all staff (including any affiliates or Sub-Developers/ Consultants) who will be involved in the project, including their role in the project, their professional qualifications and related experience and the percentage of the total project time they are expected to contribute to the project.

8.5.4. Suggestions/ Feedback

The applicant must submit their suggestions/ feedback in the below table, to propose a methodology and to recommend changes which they believe best meet the project purpose:

S. No.	Item	Description	
1	Expected Period of Lease		
2	Expected Construction Period		
3	Development as a % of total FAR area	Commercial (%)	Retail (%)
4	Estimated Capital Expenditure		
5	Estimated Operating Expenditure*		
6	Estimated Revenue (include all streams of revenue)*		
7	Proposed Upfront Premium to be paid to NMRC		
8	Proposed Annual Advance Lease Fee to be paid to NMRC		
9	Any other information		

*Provide year-on-year cashflow for entire period of lease.

8.6. Form 6: Any more Suggestions/ Ideas

Left intentionally blank

8.7. Appendix 1: Location of Land Parcel



Note: Image is illustrative and not to scale.

