

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED

(A JV of Government of India and participating state governments)

Expression of Interest (EoI) for Leasing of spaces for Integrated Parking cum Commercial Development at 06 RRTS Stations namely Guldhar, Duhai, Muradnagar, Modinagar South, Modinagar North and Meerut South along Delhi Meerut RRTS corridor.



Issued on: 27-11-2024

Employer: National Capital Region Transport Corporation Limited

Country: India

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1. DISCLAIMER

- A. Neither NCRTC nor their employees or consultants make any representation or warranty as to the accuracy, reliability, or completeness of the information in this EOI document. Each prospective applicant should conduct his own investigations and analysis and check the accuracy, reliability, and completeness of the information in this EOI document and obtain independent advice from appropriate source before participation in the Pre-application Conference.
- B. Neither NCRTC nor their employees or consultants will have any liability to any prospective Applicant or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
- C. NCRTC reserves the right to reject any or all the applications submitted in response to this EOI document and/or any subsequent stage without assigning any reasons whatsoever. NCRTC also reserves the right to hold or withdraw or cancel the process at any stage under intimation to the Applicants who submit the applications or bids.
- D. NCRTC also reserves the right to modify or amend or add to any or all of the provisions of this EOI document or cancel the present Invitation and call for fresh Invitations.
- E. Neither NCRTC nor their employees or consultants will have any liability in case of non-receipt of any correspondence from them to the Applicants due to the postal delays.

2. INTRODUCTION

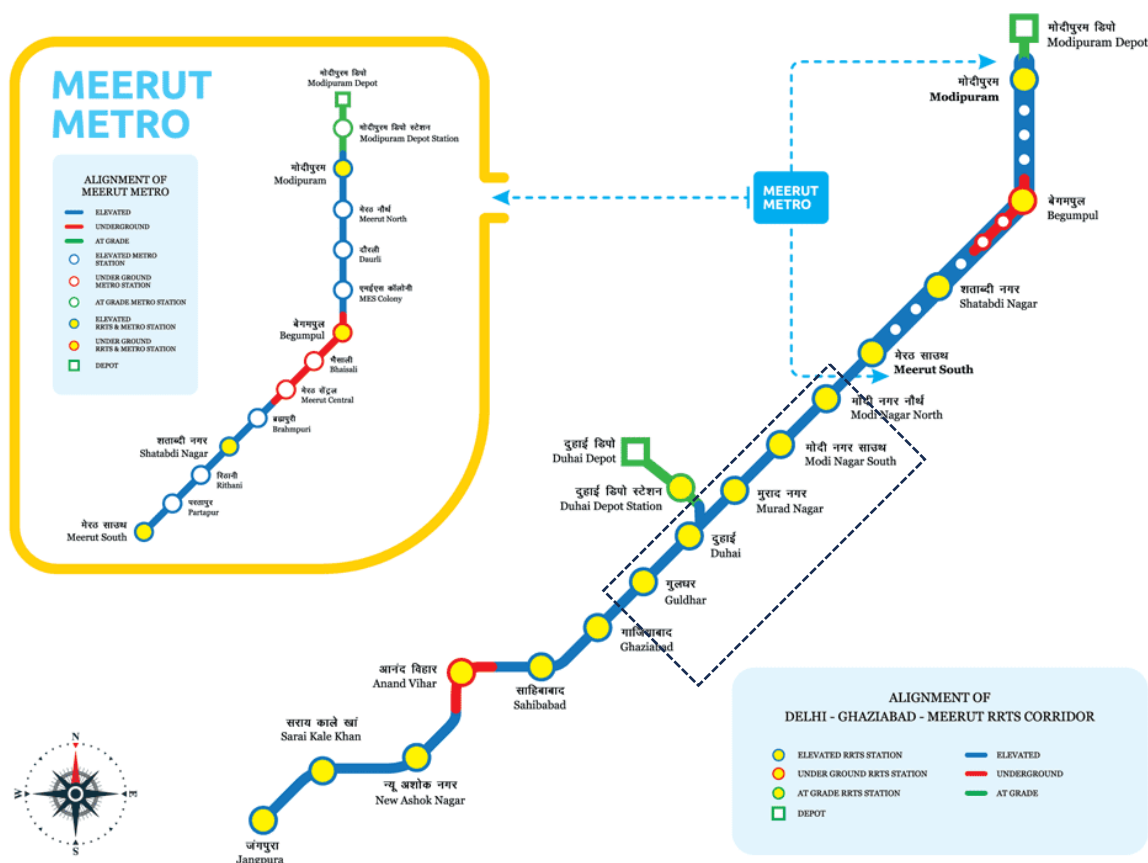
2.1. About NCRTC and RRTS

National Capital Region Transport Corporation (NCRTC) (“Authority”)– a joint venture company of the Govt of India and the states of Delhi, Haryana, Rajasthan, and Uttar Pradesh – has been given the mandate for designing, developing, implementing, financing, operating and maintaining the Regional Rapid Transit System (RRTS) projects in the National Capital Region (NCR) to provide comfortable and fast transit to NCR towns and meet the high growth in transport demand. Delhi-Meerut Regional Rapid Transit System (RRTS) corridor - India’s first semi-high-speed regional rail - being implemented by NCRTC. is one of the 8 corridors identified under Functional Plan for NCR – 2032 to transform regional connectivity in India’s National Capital Region (NCR).

The Delhi-Meerut RRTS corridor spans 82 km, originating from Sarai Kale Khan in Delhi and terminating at Modipuram in Meerut. The project passes through NCT-Delhi, Ghaziabad, and Meerut. With the highest design speed of 180 km/h in India and the globally most advanced signalling system, the project aims to reduce travel time between Delhi and Meerut to just 55

minutes. Currently, a 42 km stretch from Sahibabad to Meerut South is operational, and has already served over 4 million commuters.

NCRTC is integrating cutting-edge technologies with a commuter-centric approach alongside extensive multimodal integration and unprecedented TOD (Transit-Oriented Development) initiatives. These initiatives, along with the full operation of the corridor, are expected to drive high footfall at the stations.



Background related to opportunity

Recognising the future potential of RRTS stations, NCRTC intends to comprehensively develop parking spaces at RRTS stations, in alignment with the principles of Transit-Oriented Development (TOD). By integrating parking facilities with commercial development, this initiative aims to create a seamless commuter experience. This approach will also enhance the long-term financial sustainability of the RRTS projects, while garnering significant economic and social benefits for the region.

Towards this end, NCRTC has conducted preliminary corridor and site-level demand assessments, market surveys, and feasibility studies to evaluate the development potential and assess optimal mix of uses at key station locations and depots along the corridor. In parallel,

NCRTC has been actively engaging with the Government of Uttar Pradesh and development authorities in Ghaziabad and Meerut (GDA, MDA) for necessary regulatory and planning reforms, facilitating the proposed development and creating an enabling environment for private sector investment.

In line with the Uttar Pradesh TOD Policy 2022, NCRTC facilitated the incorporation of 'TOD Zones' for the RRTS project. These zones include Influence Areas (a 1.5 km radius around RRTS stations) and designated greenfield 'Special Development Areas' within the statutory Masterplans. The Meerut Masterplan (2031), notified in February 2024, is the first in the country to feature such TOD Zones for any transit project. Similarly, the draft Ghaziabad Masterplan has been approved by the Authority's Board and is expected to be cleared by the State Government soon.

Within these TOD Zones, additional development rights, including purchasable FAR and mixed-use possibilities (commercial, residential, office, etc.), will be available to landowners and developers under the UP TOD Policy 2022. The land parcels owned by NCRTC have been designated for 'Transportation' use, offering maximum flexibility for developers to pursue mixed-use development. These parcels are expected to offer a FAR between 3.5 and 4.

To further streamline development, NCRTC is also undertaking the preparation of localized Zonal Development Plans for the TOD Zones of the RRTS project, detailing zone-specific byelaws and development norms, enabling smooth and structured development proposals for the designated sites.

TOD development potential of each of the subject sites is as listed below:

Site	Land area	Land use (draft 2031)	MP	Area classification	Access road	Access road width	TOD FAR applicable
Guldhara		Transportation <i>(subject to notification of MP 2031)</i>		Developed	Delhi-Meerut Road	75m	4.0
Duhai				Developed			4.0
Muradnagar				Built-up			3.5
Modinagar South				Built-up			3.5
Modinagar North				Built-up			3.5
Meerut South				Built-up & developed			3.5/4.0 <i>(to be finalized in Zonal Plan stage)</i>

The mixing of uses within the resultant built up area as per the TOD Policy is as follows:

Land Use as per MP 2031	Distribution of built-up area (%)					
	Residential	Commercial	Industrial	Office	PSP/ Institutional	Transport
Transportation	0-30	0-10	0-10	0-10	0-5	As per operational requirement

3. Opportunity

NCRTC is seeking to undertake integrated parking and commercial development at earmarked locations on 06 stations of the Delhi-Meerut RRTS Corridor, namely Guldhar, Duhai, Muradnagar, Modinagar North, Modinagar South and Meerut South stations. All these stations are currently operational and serve a wide range of commuters, including residents, office goers, students, and tourists. Footfall is expected to significantly increase as the remaining sections of the Delhi-Meerut Corridor become operational, with full completion targeted for June 2025. Ridership is expected to increase further as additional priority RRTS corridors become operational, and as Transit-Oriented Development (TOD) initiatives take shape.

The identified locations at these stations are highly lucrative as they are encumbrance-free, ready to build providing commuters and public at large with convenient access. These spaces offer an excellent opportunity for retailers to establish outlets such as convenience stores, bookshops, clothing stores, and food and beverage establishments, catering to the needs of daily commuters.

Commercial development can also be undertaken for temporary structures providing flexibility to suitable partners to develop as per need of the hour.

These spaces also offer lucrative advertising and marketing opportunities, making them ideal for a wide range of other services including recreational centres, experience zones, health care facilities, rental housing, service apartments, co-working spaces, fitness centres, mobility services, etc.

NCRTC will select a suitable partner through an open competitive bidding process to develop the available spaces for multilevel/underground/stilt parking as deemed fit for use by RRTS commuters as per demand indicated by NCRTC in RFP. Commercial facilities may also be developed at these spaces in alignment with market demands and subject to the terms and conditions of the agreement between NCRTC and the licensee. The licensee will also be responsible for assessing the parking demand generated by the commercial development and ensuring appropriate provisions for it.

Details of the site locations are listed below including entry/exit structures & road circulation area:

S. No.	Station Name	Pocket	Approx Area in Sq. M.
1	Guldhar	Pocket-A	7,386
2	Duhai	Pocket-B	5,668
3	Muradnagar	Pocket-A	7,572
4	Modinagar South	Pocket-A	4,543
5	Modinagar North	Pocket-A	5,180
6	Meerut South	Pocket-B	15,220

4. Location of Sites along the RRTS network and the proposed Project

This EOI seeks to invite inputs from interested stakeholder on various aspects of development to be undertaken at various land parcels identified by NCRTC as detailed below:

4.1. Guldhar

Guldhar, one of the stations on RRTS Delhi Meerut Corridor, is located in an upcoming suburb of Ghaziabad. It is located near Raj Nagar Extension, which is an upcoming affordable housing magnet. Occupancy in this area is rising at an increasing rate with more residential projects under construction stage. A 250-hectare SDA is also proposed in Guldhar. With the completion of these projects, the region will witness high population density. The region is also well connected by Hindon Elevated Road and Delhi-Meerut Road (NH-34) and now has a semi high speed rail connectivity with RRTS.

As per initial assessments, Guldhar is a lucrative location for Business opportunities such as Health care, office spaces, service apartments, etc

At Present, Pocket A admeasuring 7,386 sq.mt. adjoining the Guldhar RRTS station is available. The site is ideal for development of parking facilities currently functional as parking lot and other entry/exit/operational areas at the ground level.

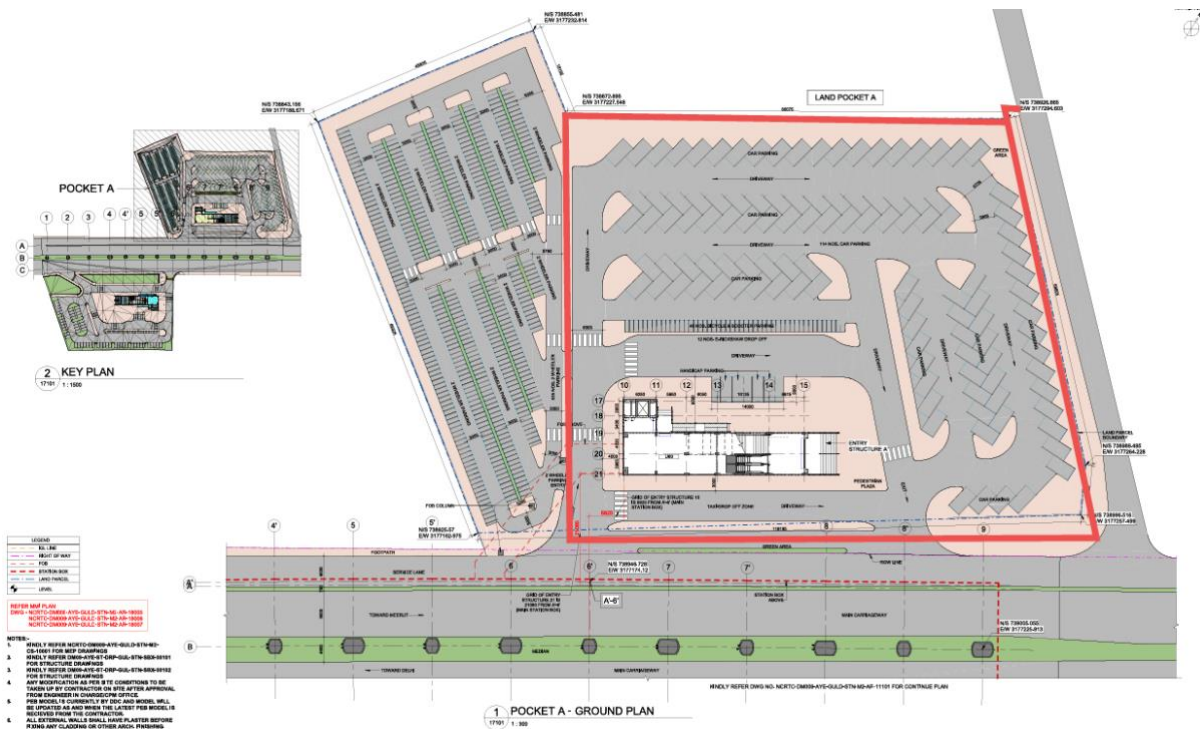


Figure 1: Guldhar Pocket-A

4.2. Duhai

Duhai is located within the jurisdiction of Ghaziabad Municipal Corporation in Ghaziabad District of Uttar Pradesh. The region is situated along NH-34 and is approx. 8–10 km away from the Ghaziabad bus adda (city centre). The economic base is predominantly industrial with the industries and warehousing clustered along Delhi-Meerut Highway (NH-34). There are some education institutions located in Duhai. Eastern Peripheral Expressway passes through the centre of this village and due to its location in Duhai, the region is expected to witness growth in a span of 2–3 years.

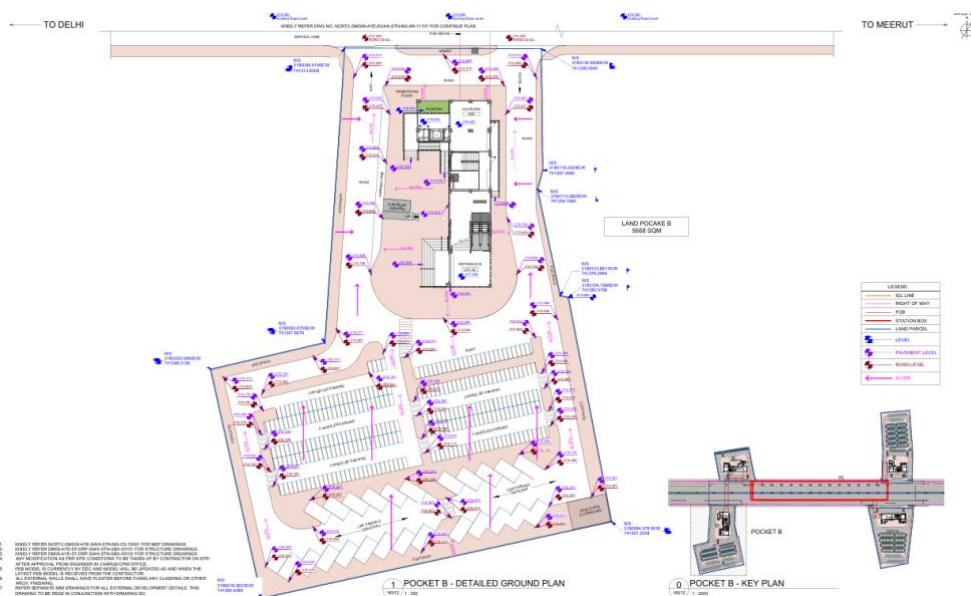


Figure 2: Duhai Pocket-B

As per initial assessments, Duhai is a lucrative location for Business opportunities such as, Education facilities, Residential Housing, etc.

At Present, Pocket B admeasuring 5,668 sq.mt. is available adjoining the Duhai RRTS station.

4.3. Muradnagar

Muradnagar is a town and a municipal body in Ghaziabad district in the state of Uttar Pradesh. It lies between Ghaziabad and Modinagar and constitutes a part of the National Capital Region. The leg area of Pocket-A is currently occupied as an NCRTC office, so the site area available after deducting NCRTC office area is 7,572 sq m.

As per initial assessments, Muradnagar is a lucrative location for Business opportunities such as Office, Retail & Commercial Development etc.



Figure 3: Muradnagar Pocket-A

4.4. Modinagar South & Modinagar North

Modinagar is a city and municipal body in Ghaziabad district in the state of Uttar Pradesh. It is approximately 45 kilometres north-east of New Delhi. The city is situated on Ghaziabad Meerut National Highway No. 34, approximately equally distant from Meerut and Ghaziabad. It is best known as the home of Modi Mills. In recent years, Modinagar has developed as an educational hub with many new institutions being established in and around the city. This is due to the proximity of this location to the National Capital Region. The Delhi-Meerut RRTS alignment passes through Modinagar with two stations in Modinagar, one in Modinagar South

at the start of the city and another in Modinagar North at the end of the city. The distance between both the stations is 4 km.

As per initial assessments, Modinagar South is a lucrative location for Business opportunities such as Student Facility & Modinagar North can offer opportunities like Office, Retail & Commercial Development, among others.

At Present, Pocket A admeasuring 4,543 sq.mt. is available adjoining the Modinagar South RRTS station & Pocket A admeasuring 5,180 sq.mt. is available adjoining the Modinagar North RRTS station.

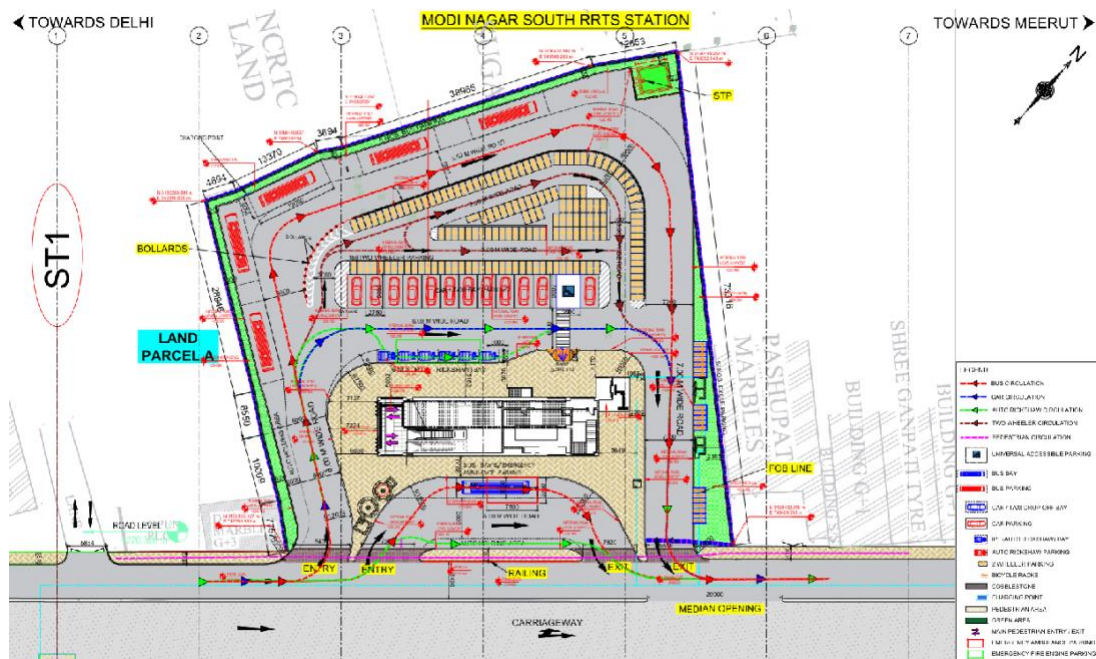


Figure 4: Modinagar South Pocket-A

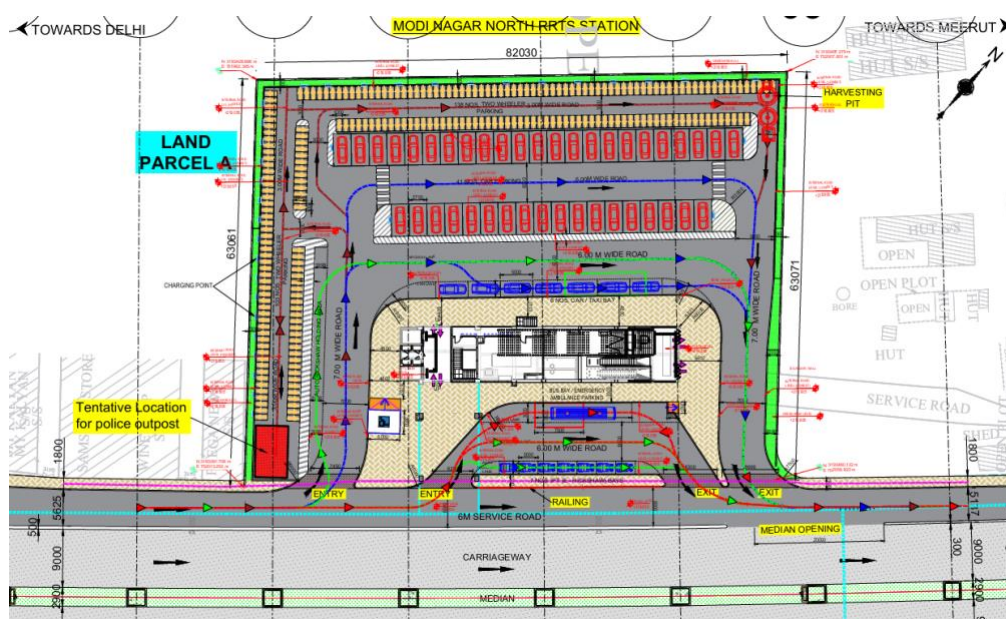


Figure 5: Modinagar North Pocket-A

4.5. Meerut South

Meerut South RRTS station is located near Bhoor Baral, a part of Meerut district, located on the highway (before Meerut bye pass). It remains comparatively underdeveloped as compared to Central Meerut. At present, there are no developments around this location. Only development visible around are a few industries and highway amenities – such as highway retail and hotels. In terms of connectivity, accessibility is only through NH-34 (Delhi-Meerut Highway).

The subject site is located along Delhi-Meerut Highway (NH-34), after which the highway goes along the Meerut Bypass while the old Delhi Meerut Road continues to the Meerut city centre. This location is an upcoming region of Meerut due to its strategic positioning since Delhi Meerut Expressway (NH-24) links NH-34 at this location.

This region that lies just before Meerut city is free from any congestion, thus footfall from Meerut, Modinagar and Muradnagar is expected to be high. SDA of around 400 ha is planned near Meerut South and will trigger further growth in this region. Higher highway traffic footfall on this location from traffic flowing from Delhi, Meerut, Haridwar etc.

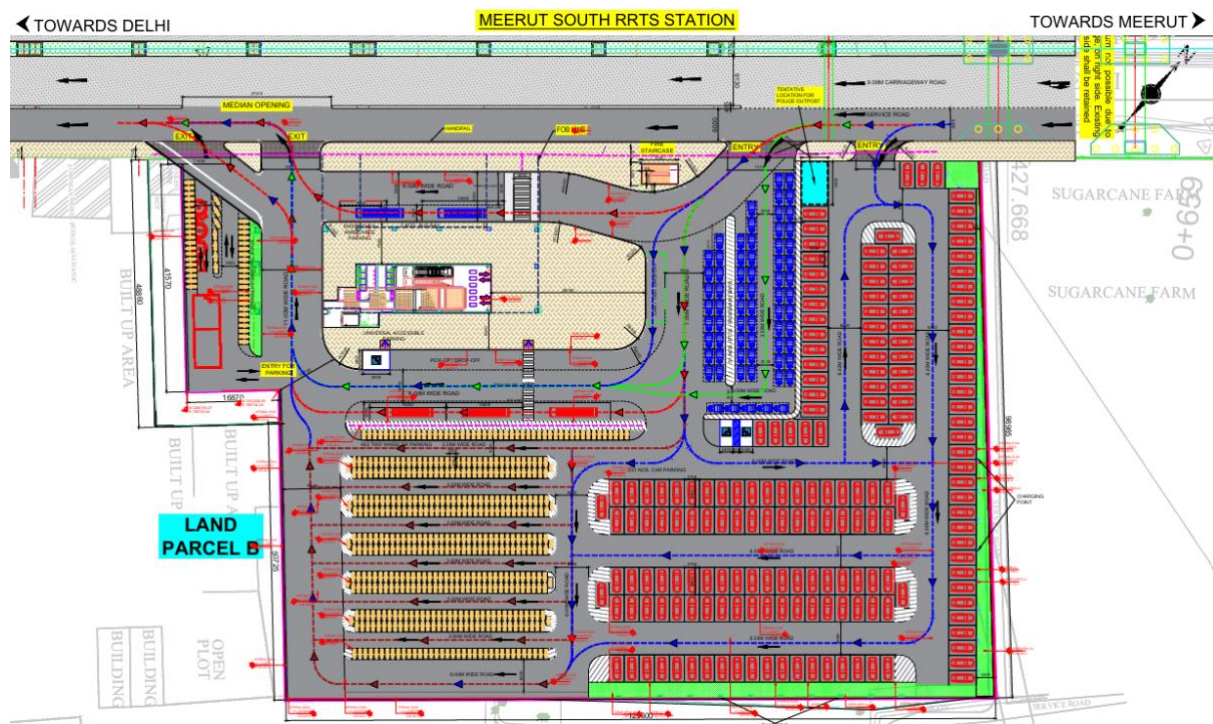


Figure 6: Meerut South Pocket-B

At Present, Pocket B admeasuring 15,220 sq.mt. is available adjoining the Meerut South RRTS station.

5. Objective of this EOI

NCRTC aims to select a suitable partner for the project through an open, competitive bidding process and currently is in the process of preparing the Request for Proposal (RFP) document, which will include technical and financial criteria for eligible bidders, the bidding procedure, the project's scope of work, and the terms and conditions of the agreement that will be executed between the selected bidder and NCRTC following the bidding process.

The purpose of this EOI is to gauge interest from prospective players or firms in developing the project, either in whole or in part, and to elicit inputs on potential terms and conditions of the contract agreement. Feedback from this EOI process will assist in shaping the eligibility criteria and other key conditions at the subsequent RFP stage.

6. Instructions to Bidders

6.1. Site Particulars

S.No	Particulars	Details
1	Name of the Site	Earmarked spaces at 06 RRTS Stations for integrated parking and commercial development
2	Area of the Site	Refer Opportunity Section
3	Location	Stations from Guldhar to Meerut South on Delhi Meerut RRTS Corridor

6.2. Leasing

- No Transfer of Ownership of Land: The ownership or title of the land shall continue to vest with the NCRTC at all times and only the lease rights of the use of the land or the structures built on it shall be transferred by NCRTC.
- The mortgage of land shall not be permitted at any time and the land shall be incapable of conversion from leasehold to freehold. The transfer of ownership of the land shall not be allowed at any time unless it is specifically instructed by the Government.

6.3. Expected field of experience

Parties should ideally have experience in parking development of sizeable land parcels and preferably involved with businesses, including but not limited to:

- Theme parks/ Amusement parks/Game zone

- Hotel, resorts, sleeping pods
- Recreation centres
- Exhibition centres
- Retail / shopping complex (including outlet malls)
- Food and beverage outlets/food court
- Marriages and Banquet halls
- Health Facility
- Service Apartments

6.4. Schedule of EOI submissions

The indicative timelines of this EOI are detailed in the table below:

Activity	Scheduled date
Issue of EOI document	27-11-2024
Pre-application conference including site visit	11-12-2024
Due date for submission of EOI	13-01-2025

Reputed domestic and international firms/groups/agency that possess the credentials for development of large land parcels, preferably on PPP mode, are invited to attend the pre-application Conference and participate in a discussion on the project, more specifically to the points contained in the Terms of Reference (Annexure I).

6.5. Preparation and submission of EOIs

6.5.1. General

The Applicant must be a single entity, and the details are to be furnished as per Forms A-F

6.5.2. Submission of EOI

The envelop shall be addressed to:

Group General Manager / ARS
 National Capital Region Transport Corporation
 GatiShakti Bhawan, INA
 New Delhi – 110023
 CIN No.

Ph. No. 011 2466 6700

E-mail: ars@ncrtc.in

Queries, if any, shall be addressed to the Group General Manager /ARS (at above address)

6.5.3. EOI Preparation cost

- The Applicant shall be responsible for all of the costs associated with the preparation of its EOI and its participation in the EOI.
- NCRTC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the EOI.

6.5.4. Pre-Application Conference

The Pre-application Conference will be held on 11-12-2024 at 11:00 AM through Video Conferencing. Applicants are requested to send the details of the participants for the Conference including list of individuals interested in site visit to ars@ncrtc.in by 6 PM on 06-12-2024.

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

- NCRTC 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 Interested Parties or any other third party in that regard.
- This Invitation for EOIs is not an agreement and is neither an offer by NCRTC to the interested Parties. The purpose of this EOI process is to provide interested parties with information that may be useful to them in making their EOIs and further participating in bidding process. Each Interested Party should, however, also conduct its own investigation and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources prior to submission of its EOI or bids later.
- This clause & the contents herein, is the essence of this EOI process for the proposed Project and shall be interpreted in the intent & spirit as mentioned herein.

6.7. Outcome of the EOI

- Submission by the parties shall be discussed internally by NCRTC and criteria will be finalized for inviting Bids. This EoI is non-binding and the final selection will happen based on the RFP. Parties shall be selected for award of Grant of Lease based on the criteria finalized by NCRTC. Decision of NCRTC shall be final and binding.

ANNEXURE-I: Letter of Transmittal

(To be typed in Applicant's Letterhead)

To:

The GGM/ ARS

National Capital Region Transport Corporation

GatiShakti Bhawan, INA

New Delhi – 110023

CIN No.

Ph. No. 011 2466 6700

E-mail: ars@ncrtc.in

Sub: Submission of Expression of Interest for Leasing of spaces for Integrated Parking cum Commercial Development at 06 Stations along Delhi Meerut RRTS corridor namely Guldhar, Duhai, Muradnagar, Modinagar South, Modinagar North and Meerut South

Sir,

Having examined the details given in EOI Notice and Project Information details for the above project, I/we hereby submit our Expression of Interest and the relevant information as below:

1. I/We hereby certify that all the statements made in the information supplied in the enclosed form and the accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply.
3. I/We also authorize NCRTC or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.
4. I/We submit the following forms in support of our suitability, technical know-how and capability for having successfully operated projects along with prescribed format.
5. We understand that NCRTC will be at liberty to finalize project parameters and issue RFQ/RFP for the project.

Signature(s) of Applicant(s)

Enclosures

Seal of applicant

Date of submission

ANNEXURE-II: FORMS

FORM A: Details of Firm/ Applicant

1	Name & Address of the applicant with Telephone No. / Website	
2	Name & contact details of Authorized signatory with Tel No./ Email ID	
3	a) Year of Establishment b) Date & Year of commencement	
4	Legal status of the applicant (please specify) a) A proprietary firm b) A Partnership or LLP c) A limited company or Corporation d) State owned organization	
5	Place of Registration and Principal places of Business	
6	Category of Work Experience (Indicate relevant fields such as retail, F&B, rental housing, etc)	

FORM B: Management credentials

(Applicant may submit brief details of the top 3 relevant projects)

1. Project Name:
2. Category of Project (use mix):
3. Location:
4. Name of Owner:
5. Brief Description of Property:
6. Core target audience of property
7. Size of property
8. Years of Operation:
9. Name of associated Firm(s), if any:
10. Commercials, as relevant:

Signature(s) of Applicant(s)

Please use separate sheet for each project

The applicant may provide details of up to 3 projects that best demonstrate ability to undertake management of subject work.

Applicant may use additional pages, if required.

FORM C: Financial Details

Annual Turnover of Applicant Firm/ Agency in Last Five Years

Year	Average Annual Turnover amount (INR)
2022-23	
2021-22	
2020-21	
2019-20	
2018-19	

Seal and Signature of the Authorized Representatives of the Applicant

FORM D: Suggestions/ Feedback

Example:

S. No.	Item	Description
1	What should be the recommended development format and for the land parcel? Also specific expected tenure for each format.	<input type="checkbox"/> Amusement and theme-based park <input type="checkbox"/> Exhibition and convention centre <input type="checkbox"/> Food and beverage outlets <input type="checkbox"/> Big box retail/shopping complex <input type="checkbox"/> Any other, (please specify)
2	What should be the preferred type of parking for the land parcel?	<input type="checkbox"/> Multilevel <input type="checkbox"/> Ground <input type="checkbox"/> Stilt <input type="checkbox"/> Any other, (please specify)
3	What should be the model for revenue for the Authority? Please share a typical cashflow sheet against the model you recommend.	<input type="checkbox"/> Monthly Fixed Rental <input type="checkbox"/> Revenue Share <input type="checkbox"/> Upfront premium & monthly fixed rental <input type="checkbox"/> Any other, (please specify)
4	What should be the level of finish to be provided by Authority?	<input type="checkbox"/> Levelled land <input type="checkbox"/> Levelled land with roads <input type="checkbox"/> Levelled land with roads, water line, drainage and sewer. <input type="checkbox"/> Any other, (please specify)

5	How much land is the applicant interested in undertaking for development (Answer can be in ranges)	ð Please specify--
6	What is the expected construction period?	ð Please specify--
7	What is the estimated footfall (per acre) for the proposed development?	ð Please specify--
8	Expected period of Lease?	ð Please specify--

FORM E: Non-Disclosure Undertaking

<To be submitted on Non-Judicial Stamp Paper>

Non-Disclosure Undertaking

Date

To,

Group General Manager/ARS

National Capital Region Transport Corporation

GatiShakti Bhawan, INA

New Delhi – 110023

Subject: Non – Disclosure Undertaking (“NDU”)

Sir,

We, <Name of the Firm> having our registered office at <Office Address> (hereinafter referred to as the “Receiving Party”, which shall be deemed to mean and include our successors and permitted assigns), irrevocably and unconditionally undertake the following:

- A. The Receiving Party has received, and may further receive, Confidential Information (as defined hereinafter) from the National Capital Region Corporation (“Disclosing Party”) either directly or through any other person acting on behalf of the Disclosing Party, in connection with the Stakeholder reach out being conducted by the Disclosing Party for Leasing of spaces for Integrated Parking cum Commercial Development at 06 Stations namely Guldhar, Duhai, Muradnagar, Modinagar South, Modinagar North and Meerut South along Delhi Meerut RRTS corridor. (“Project”).
- B. The Receiving Party and its Representatives (as defined hereinafter) shall maintain the Confidential Information on a strictly confidential basis for the purpose of evaluation of a bid for the project (“Purpose”) on the terms and conditions set out below:
 1. Confidential Information
 - 1.1 For the purpose of this NDU, “Confidential Information” shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party and its legal, technical

and other advisers and their directors, partners, officers, employees, retainers or consultants in oral, written or electronic form, to the Receiving Party or the Receiving Party's directors/partners, officers, employees, advisors, consultants (whether internal or external) or retainers or its expressly authorized representatives or agents (collectively referred to as "Representatives") on or after the date of this NDU including without limitation, any commercial and financial information, information concerning any legal proceedings, improvement, know how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, data, documentation, manuals, policies, flow charts, research, process, procedures, functions and any other information in connection with the project.

1.2 Notwithstanding any other provision of this NDU, Confidential Information shall not include any information that:

- a. Is already publicly known;
- b. Becomes subsequently publicly known or available without breach of this NDU;
- c. Prior to its disclosure to the Receiving Party in connection with the project was already in the possession of the Receiving Party or thereafter becomes known to the Receiving Party on a non – confidential basis from a source other than the Disclosing Party. However, the Disclosing Party shall not be responsible or liable for the authenticity or accuracy of such information;
- d. Is required to be disclosed by law, rule, regulation (including the regulations of any relevant securities exchange), court order or any order from a regulatory, statutory or governmental authority of any jurisdiction or other legal or judicial process of any jurisdiction; and
- e. Is approved for release by written authorization of the Disclosing Party.

1.3 Confidential Information also includes the substance of any negotiations or communications relating to the project, the existence or status of such negotiations or communications or other facts pertaining to the purpose, and the existence of this NDU. Confidential Information may also include information disclosed by the Disclosing Party through expressly authorized third parties.

1.4 Confidential Information that is required by law to be disclosed by the Receiving Party may be disclosed only to the extent required, provided that the Receiving Party, if permissible and practicable, gives the Disclosing Party written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the Confidential Information from public disclosure.

2. Obligation of Confidentiality

2.1 In consideration of the disclosure and release of the Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party hereby agrees to use and to procure that it or its Representatives, use such measures and / or procedures as it uses in relation to its own most highly confidential information to hold and keep in confidence any and all such Confidential Information and comply with the terms of this NDU.

2.2 The Receiving Party undertakes that it and its Representatives shall make use of the Confidential Information solely for the purpose or such other purposes from time to time agreed or consented to by the Disclosing Party as evidenced in writing. Save as expressly provided by the Disclosing Party in writing, nothing shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Disclosing Party. All Confidential Information disclosed, furnished, communicated or supplied by the Disclosing Party to the Receiving Party, including its Representatives are strictly confidential and, other than as specifically permitted for by the Disclosing Party in writing, shall not be divulged by receiving Party to any third party without prior written consent from the Disclosing Party.

2.3 The Receiving Party shall take all reasonable steps and measures to minimize the risk of disclosure of the Confidential Information by ensuring that only such Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need -to-know basis.

2.4 The Receiving Party shall ensure that the Confidential Information will not be copied or reengineered or reproduced or transmitted by any means and in any form whatsoever (including in a externally accessible computer or electronic information retrieval system) by the Receiving Party or its Representatives except:

- a. Sharing of confidential Information as required in relation to the purpose; and
- b. Any action required in relation to any statutory, regulatory, internal or corporate governance compliance, filings and reporting to be made by Receiving Party or its Representatives in the ordinary course of its business, including any filings, compliances, or representations pursuant to any enquiries, investigations, directions of a Competent Authority.

The Receiving Party or its Representatives' obligations as stated in this clause shall not apply to the extent as mentioned in Clause 1.2 (d) above.

2.5 Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information receiving from the Disclosing Party in a tangible form, including copies, or reproductions or other media containing such Confidential Information – save for copies of electronically exchanged Confidential Information made as a matter of routine information technology backup-within twenty (20) days of such written request. The foregoing shall not apply to that portion of the Confidential Information which consists of analyses, compilations, forecasts, studies or other documents prepared by Receiving Party or its Representatives subject to confidential obligations under this Agreement. Any documents or other media developed by the Receiving Party containing Confidential Information shall be destroyed by Receiving Party except as mentioned above or required under applicable legal or regulatory requirements. On a written request from the Disclosing Party, the Receiving Party shall certify in written that subject to the exceptions mentioned in this clause, all Confidential Information received by it has been returned or destroyed or deleted.

2.6 All Confidential Information disclosed pursuant to this NDU shall be and remain the property of the Disclosing Party. Nothing in this NDU shall be construed as granting or conferring any rights whatsoever (including without limitation any intellectual property rights), whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purpose.

3. Disclosures

3.1 Nothing in this NDU shall be construed as requiring the Disclosing Party to disclose any Confidential Information to the Receiving Party or its Representatives. It is within the absolute discretion of the Disclosing Party to determine (in its sole opinion) whether Confidential Information is suitable or necessary to be so disclosed.

3.2 The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

4. No Representation, Warranty or Guarantee

No Confidential Information received by the Receiving Party from the Disclosing Party shall constitute representation, warranties or guarantees upon which the Receiving Party may rely and the Disclosing Party shall assume no responsibility, obligation nor liability in this regard to the Receiving Party relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

5. Assignment

The Receiving Party shall not assign this NDU (or any part hereof) without the prior written consent of the Disclosing Party. Any assignment without such consent shall be void and is a material breach of this NDU. Subject to the foregoing, this NDU shall be binding upon the Disclosing Party and its respective successors and assigns.

6. Notices

Any communication in connection with this NDU by the Receiving Party to the Disclosing Party must be in writing and be delivered personally, or by registered mail or email to the address set out below:

Attention	[*]
Address	National Capital Region Transport Corporation GatiShakti Bhawan, INA New Delhi – 110023
Email	[*]

7. Miscellaneous

7.1 This NDU shall be governed by Indian Laws. The Courts of Delhi shall have exclusive jurisdiction to resolve any disputes with respect to this NDU or the Confidential Information with the Receiving Party irrevocably consenting to the jurisdiction thereof for any action, suits or proceedings arising out of or relating to this NDU or the Confidential Information. Nothing in this NDU shall prevent the Disclosing Party from seeking injunctive relief (or any other provisional remedy or equitable relief) from any court having jurisdiction over the parties and the subject matter of the dispute to protect any and all of its rights.

7.2 The authorized signatory of the Receiving Party signing this NDU, for and on behalf of the Receiving Party, has been duly authorized by the Receiving Party in this regard through a valid power of Attorney, issued by the Receiving Party in favour of such authorized signatory.

7.3 Indemnification: -

The Receiving Party hereby undertakes that its shall at all times keep the Disclosing Party and its employees indemnified with reference to the information received.

For and on behalf of <**Name of the Firm**>

Authorized Signatory

Name:

Designation

To be Notarized

FORM F: Power of Attorney

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to the submission of the EoI namely Leasing of spaces for Integrated Parking cum Commercial Development at 06 RRTS Stations namely Guldhar, Duhai, Muradnagar, Modinagar South, Modinagar North and Meerut South along Delhi Meerut RRTS corridor, including withdrawal, substitution and modification of EoI, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all dealings with National Capital Region Transport Corporation Limited or any other Government Agency or any person, in connection with the said EOI.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

..... (Signature)
(Name, Title and address) of the **Person Accepting the POA.**

..... (Signature)
(Name, Title and address) of the **Person issuing the POA.**

Note:

- i. The Applicant should submit the notarized Power of Attorney. In case of Foreign Partners, Power of Attorney(s) and Board Resolution, constitution of the legal entity, memorandum & articles of association or other valid legal instruments acceptable to the Employer confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission of India in Firm's Country or Firms from Partner Countries of Hague convention may submit these documents with "Apostille" stamp.

Also, in case these documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission of India in Firm's Country.

ii. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

iii. The Applicant should submit following additional document in support of the POA as case to case basis:

a) In case of Private/Public Companies, a Power of Attorney (POA) from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the Employer. Copy of Board Resolution shall also be submitted, where applicable.

b) Proprietorship Affidavit in case of Proprietary Firm.

c) Partnership deed in case of partnership Firm.

d) In case of Limited Liability Partnership (LLP), a POA from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the Employer. Copy of Board Resolution shall also be submitted, where applicable.

e) Memorandum & Articles of Association in case of a Public/Private Company.