

BEFORE THE COURT OF HON'BLE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION No. 05/2025

IN THE MATTER OF:-

KARTAR SINGH & ANR

.....APPLICATN(S)

Versus

GOVT. OF NCT OF DELHI & ORS

.....RESPONDENT(S)

INDEX

Sr. No.	Particulars	Page No.
1.	Index	1-2
2.	Reply by way of affidavit on behalf of DMRC/Respondent no. 9	3-7
3.	<u>Annexure R-1:</u> A copy of the MOU entered between DMRC and DTC dated 17.06.2022	8-22
4.	<u>Annexure R-2:</u> A copy of the Handing/Taking over of DTC Najafgarh Bus Terminal dated 22.01.2024 issued to DMRC	23
5.	<u>Annexure R-3:</u> A copy of the application dated 21.07.2023 bearing no. 13637 filed	24-30

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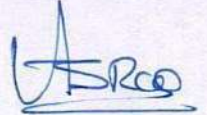
	before the Forest Department by DMRC	
6.	Power of Attorney	31-32

PLACE: *Delhi*

DATE: *28.02.2025*

Respondent No. 9/DMRC

Through



A. S. Rao  
Deputy General Manager/Legal  
Delhi Metro Rail Corporation  
Mob. No. 8527664448  
Email Id- asrao2007@rediffmail.com

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REPLY BY WAY OF AFFIDAVIT ON BEHALF OF RESPONDENT No. 9/DELHI METRO RAIL CORPORATION TO THE ORIGINAL APPLICATION PREFERRED BY THE APPLICANTS

MOST RESPECTFULLY SHOWETH:-

I, A. S. Rao, S/o Late Sh. A. V. Rao aged about 57 years working as Deputy General Manager/Legal with the Delhi Metro Rail Corporation/ Respondent No. 9 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, do hereby solemnly affirm and declare as under:

1. That the Deponent is working as Deputy General Manager & currently posted at Legal Department of the Respondent No. 9, duly authorised, conversant with the facts of the case and therefore, competent to swear this Affidavit.
2. That the answering respondent is filing the present short reply by way of affidavit bringing only the relevant facts pertaining to the answering respondent and the contents of the Original Applications, which are not

*(Handwritten Signature)*



pertaining to the answering respondent are denied for want of knowledge and no contents of the Original Applications should be deemed to be admitted on account of non-traverse. The answering respondent craves leave of this Hon'ble Court to file a detailed reply to the Original Application at a later stage, if need arises.

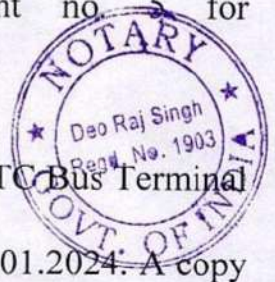


3. That an MOU had been entered between the answering respondent/ Respondent no. 9 and DTC/Respondent no. 5 on 17.06.2022 for development of selected Land Parcels/Bus Terminals, for permitted activities as per the applicable planning norms mandated in the Master Plan of Delhi-2021 or as per applicable regulations including notified Transit Oriented Development Policy/Regulations. A copy of the MOU is annexed herewith as **Annexure R-1.**
4. That as per the MOU, the answering respondent was appointed as the Executing/Implementing agency to carry out the development of Land Parcels/Bus Terminals on any of the following models:-
  - a) Public Private Partnership Model
  - b) Property Business Model
  - c) Deposit works basis
5. That the area admeasuring 7851.59 sq. mtrs. situated at Najafgarh found mentioned at Serial No. 2 on the Annexure-A attached to the MOU, which

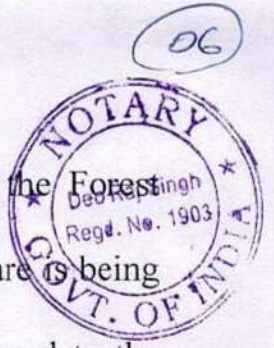


was already been operational by DTC/Respondent no. 5 for plying/accommodation of Buses.

6. That in terms of the MOU dated 17.06.2022, the land of DTC Bus Terminal was handed over to DMRC for further development on 22.01.2024. A copy of the Handing/Taking over of DTC Najafgarh Bus Terminal dated 22.01.2024 is Annexed herewith as **Annexure R-2.**
7. That the answering respondent chose the Deposit Works basis to develop the Land Parcels/Bus Terminals as handed over by the DTC and accordingly issued a tender on its website bearing no. Contract DTC/NJF-01R for **“Design & Construction of Bus Terminal for Delhi Transport Corporation (DTC) at Najafgarh”**.
8. That M/s MIA Construction Pvt. Ltd./Respondent no. 8 was declared as successful bidder in the abovementioned tender and Letter of Acceptance was duly issued to it on 09.01.2024, a copy which has already been annexed by the applicants with the Original Application as Annexure A-8.
9. That the development work at the subject site, as per the contract document had started on 16.01.2024 and is still undergoing at the subject site.
10. That there were 39 trees situated at the subject site, which needed transplantation for the said development work, for which the answering respondent had applied to the Forest Department for approval on



*[Handwritten signature]*



21.07.2023 vide application no. 13637, however, approval of the Forest Department for the said transplantation is still pending and all care is being undertaken by the answering respondent that no damage is caused to the said 39 trees, while executing the development work. A copy of the application dated 21.07.2023 bearing no. 13637 filed before the Forest Department is annexed herewith as **Annexure R-3.**

11. That in response to the contention of the applicants regarding the existence of the wetland at the subject site, it is submitted that the said fact does not fall under the purview of the answering respondent and hence the said contention of the applicants is denied for want of knowledge. It is further submitted that the other respondents would be in a better position to controvert/clarify such contention.

12. In view of the abovementioned facts & circumstances mentioned herein above, it is submitted that the answering respondent is undertaking the development work at the subject site situated at Najafgarh, duly taking into account the bylaws, instructions, regulations as stipulated by various local bodies/civic agencies/statutory bodies and no violations of any kind is being done by the answering respondent at the subject site and hence the present original application is not maintainable against the answering respondent.





13. The present reply by way of affidavit is filed before the Hon'ble NGT in compliance of the order dated 20.01.2025 for perusal and necessary directions of this Hon'ble Tribunal.

DEPONENT

**Verification: -**

Verified on this 28<sup>th</sup> FEB 2025 day of March, 2025, that the contents of Para 1 to 13 of my above affidavit are believed to be true on the basis of the records maintained in the office of the Deponent and nothing material has been concealed therefrom.

DEPONENT

ATTESTED  
NOTARY PUBLIC  
DELHI (INDIA)  
28 FEB 2025



**MEMORANDUM OF UNDERSTANDING**

**By and between**



**DELHI TRANSPORT CORPORATION**

**and**



**DELHI METRO RAIL CORPORATION LTD.**

**For**

**DEVELOPMENT OF LAND PARCELS / BUS  
TERMINALS AT VARIOUS LOCATIONS IN DELHI**





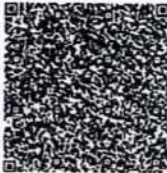
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## INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

## e-Stamp

Certificate No.	: IN-DL44389675844923U
Certificate Issued Date	: 09-Jun-2022 02:41 PM
Account Reference	: IMPACC (IV)/ dl960003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96000373304694342296U
Purchased by	: DELHI METRO RAIL CORPORATION LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DELHI METRO RAIL CORPORATION LIMITED
Second Party	: DELHI TRANSPORT CORPORATION
Stamp Duty Paid By	: DELHI METRO RAIL CORPORATION LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered on 17<sup>th</sup> day of June, 2022.

**BY AND BETWEEN**

**DELHI TRANSPORT CORPORATION** [hereinafter referred to as 'DTC' which expression shall unless repugnant to the context or meaning thereof be deemed to include its legal representatives, successors and assigns] having its Office at I.P. Estate, New Delhi-110002, acting through its Managing Director of the ONE PART.



**AND**

**DELHI METRO RAIL CORPORATION LTD.**, a company registered on 03.05.1995 under the Companies Act, 1956, having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India [hereinafter referred to as '**DMRC**' which expression shall unless repugnant to the context or meaning thereof be deemed to include its legal representatives, successors and assigns] acting through its Managing Director of the SECOND PART.

**DTC** and **DMRC** shall be individually referred to as a 'Party' and collectively as the 'Parties'.

**WHEREAS**, DTC holds various Land Parcels / Bus Terminals in the city of Delhi. DTC is desirous that the selected Land Parcels / Bus Terminals, as listed in attached Annexure-A, be developed for permitted activities as per the applicable planning norms mandated in the Master Plan of Delhi-2021 [or as amended from time to time], or as per applicable regulations including notified Transit Oriented Development Policy/Regulations. For the purpose, DTC has approached DMRC for development of such Land Parcels / Bus Terminals and is desirous to appoint DMRC as the Executing / Implementing agency for the 'Development of mutually selected Land Parcels / Bus Terminals [hereinafter referred to as 'the Project']', and accordingly the parties are desirous of entering into the present detailed Memorandum of Understanding [MoU]

**AND WHEREAS** DTC will make available to DMRC all the title deeds / letters of allotment etc., wherever applicable, in respect of the land parcels/bus terminals for due assessment and for its satisfaction and DMRC after satisfying itself as to the location, suitability and availability of the land parcels/bus terminals for the purposes for which the present binding Memorandum of Understanding (MOU) is being entered into by the parties on the terms and conditions agreed hereinunder.

**NOW, THEREFORE**, in consideration of mutual promises and covenants set forth, both parties hereby agree as follows: -

**1.0 Terms of Engagement of Executing / Implementing Agency by DTC**

The terms & conditions for entrusting the Project to DMRC, as Executing / Implementing Agency on behalf of DTC, for development of selected Land Parcels / Bus Terminals, held by DTC, are as follows: -



## 1.1 Mode of Execution of the Project

1.1.1 DMRC shall carry out development of Land Parcels / Bus Terminals on any of the following models (in the order of preference as below): -

- a) Public Private Partnership [PPP] Model
- b) Property Business [PB] Model
- c) Deposit Works basis

duly taking into account the bylaws, instructions, regulations as stipulated by various local bodies / civic agencies / statutory bodies like DDA, Municipal Corporations, Traffic Police, Delhi Urban Arts Commission, Archaeological Survey of India, etc.

1.1.2 Efforts will be made to ensure that the Project is executed such that it is 'Self-Sustainable' in the long term. The Project shall take into account market study for the purpose and should align with approved plan by the Delhi Development Authority [DDA] or any other local body/civic agency/statutory body.

1.1.3 The ultimate decision as to which of the aforementioned models for development of the land parcels / bus terminals is to be adopted shall be that of Empowerment Committee and the decision of such committee shall be final and binding on both the parties.

## 1.2 Project Planning and Management, Detailed Project Report and Cost Estimate

1.2.1 As per MPD-2021 [updated upto 30.06.2021], activities permitted in the Bus Terminals are reproduced hereunder: -

'All facilities related to Bus & Passengers, parking including watch & ward, Soft Drink & Snack Stall, Administrative Office, Other Offices, and Hotel, Night Shelter, Commercial, Social infrastructure, Residential, Service Apartments, hostels.'

1.2.2 The development planning of the Project shall be as approved by the appropriate authority. Subject to terms of the Contract Agreement to be executed between the Parties, DMRC will carry out the master planning and other development planning of the Project including preparation of Detailed Project Report [DPR], duly taking into account the provisions made in Master Plan of Delhi-2021, Transit Oriented Development [TOD] Policy / Regulations and / or any other regulations applicable from time to time.

1.2.3 For development of Land Parcels / Bus Terminal on Deposit Works model, DMRC will prepare Cost Estimate on the Last Accepted Rate of similar development undertaken at DMRC or CPWD (DSR rates wherever available) rates or rates arrived based on market study, whichever is lower. Subsequently, tenders will be



floated for selection of Contractor(s) to undertake such development. The floating of tenders and undertaking all exercise at every level of development shall be the sole responsibility of DMRC. The final design / specification and the selection of the contractor (in the case of awarding of contracts to many contractors, the lead contractor) shall be finalised in consultation with the Empowered Committee. DTC shall be entitled to supervise the project but however all responsibilities, supervisions and for the development of Land Parcel / Bus terminal shall be that of DMRC. Developed Land Parcel / Bus Terminal will be handed over back to DTC for further disposal.

- 1.2.4 For development on Land Parcel / Bus Terminal on PPP or PB Model, DMRC will prepare cost & revenue estimates and chart out Net Project Value [NPV] for long term leasing / licensing the Land Parcel / Bus Terminal. Subsequently, tender will be floated for selection of Lessee / licensee to undertake such development. Supervision of work being executed by the concessionaire and contract management during construction phase will be done by DMRC. The floating of tenders and undertaking all exercise at every level of development shall be the sole responsibility of DMRC. The final design/ specification and the selection of the contractor (in the case of awarding of contracts to many contractors, the lead contractor) shall be finalised in consultation with the Empowered Committee. DTC shall be entitled to supervise the project but however all responsibilities, supervisions and for the development of Land Parcel / Bus terminal shall be that of DMRC. After completion of the works as per PPP agreement with the lessee/ licensee / concessionaire, further management of the Lease / License / Concession during entire currency of the lease / license / concession period shall be managed by DTC.
- 1.2.5 For above developments mentioned at 1.2.3 & 1.2.4, DPR shall be prepared by DMRC which would also have Cost and Revenue estimates. The DPR shall include detailed feasibility study report on the project viability by the reputed Property Consultant, Environmental Impact Assessment [EIA] study, Property Consultancy Fees, Publicity & Marketing Costs, payment to DDA / local bodies / statutory authorities against balance land cost & for obtaining necessary permissions/ licenses/clearances, project escalation cost, contingency expenditure, Project Management / Consultancy Fees of DMRC. DPR shall then be submitted for approval by DTC.
- 1.2.6 Duly taking into account above paras viz. 1.2.1, 1.2.2, 1.2.3 and 1.2.4, DTC and / or DMRC and / or any other Developing Entity either individually or in a joint manner



shall apply for necessary development approvals/sanctions/permissions etc. by the appropriate authorities. However, in all such cases, for the aforementioned purpose whatever documents / assistance is required by DMRC shall be communicated by DMRC to DTC in writing within a maximum period of 30 days of approval by DTC of all the activities mentioned in para 1.2.1 to 1.2.5. DTC shall provide all other required documents / support, as demanded by DMRC, for obtaining necessary approvals / sanctions / permissions etc.

### 1.3 Funding of the Project:

- 1.3.1 The entire cost of development of Land Parcel / Bus Terminal on Deposit Works model shall be borne by DTC. This Cost shall be deposited by DTC with DMRC in advance as per CPWD norms. DMRC shall deposit the entire amount in a separate bank account which shall be utilised for the specific purposes of the property/project. DMRC shall utilize the amount deposited by DTC solely for the purpose of the project and shall not divert the money for any other purpose. DMRC shall also be liable to render accounts for the same to DTC.
- 1.3.2 The entire cost of development of Land Parcel / Bus Terminal on PPP model shall be borne by the 3<sup>rd</sup> party Concessionaire who shall be selected based on Open tender process by DMRC.
- 1.3.3 The entire cost of development of Land Parcel / Bus Terminal on PB model shall be met from the sale of commercial Built-up area [BUA], residential BUAs or the combination thereof. The Seed Capital required by DMRC for development of the Project shall be determined by the Empowered Committee.

### 1.4 Empowered Committee

- 1.4.1 A Committee under Chairmanship of Chairman/DTC and comprising two members each from DTC and DMRC [the 'Empowered Committee'] would monitor the implementation of the Project and accord necessary approval for design, change in designs, estimates, deviations, escalation, imposition of penalties on the contractor, if any, Unit Sale price of Built-up Areas, etc. The Empowered Committee shall also review the financial status of the project on Quarterly basis or as desired by the Chairman of the Empowered Committee. Empowered Committee will also decide the amount of initial fund requirement which shall be deposited with DMRC as first instalment towards the cost of deposit work. Empowered Committee, at any point of time, shall be entitled to monitor any aspect of project and it shall also within its power to get the accounts of the project audited for verifying the expenses and costs incurred for the project. The



Empowered Committee shall be formulated within 15 days from the date of signing of this MoU.

### 1.5 Project Management and Consultancy Fees of DMRC

- 1.5.1 DMRC shall be paid Project Management Consultancy Fees [PMC Fees] @ 5% of the actual Project Cost incurred, towards Project development in case of Deposit Works. For Works undertaken under PPP or PB model, PMC Fees shall be @ 5% of the actual Project Cost incurred, towards Project development. The cost/ fee shall be paid as per the following stages: -

S/N	Milestone	PMC Fees
1.	Towards cost of preparation of DPR, at the time of submission of DPR	@ 1% of the Project Cost
2.	At the time of Planning for actual project work like preparation and invitation of bids, subject to actual tenders being floated and award of work under the tenders.	@ 1% of the Project Cost
3.	Remaining Fees shall be paid commensurate with the progress of Work.	@ 3% of the Project Cost in case of PPP or PB work @ 3% of the Project Cost in case of Deposit Works

- 1.5.2 DMRC shall also be additionally entitled to an amount equivalent to 1% of the actual project cost towards its marketing fees, payable after the project is completed, subject to due marketing of the project by all approved means and other activities related thereof by DMRC.
- 1.5.3. Remaining Fees as mentioned at 3. above shall be released to DMRC on certification of progress by DMRC, subject to approval / confirmation by Empowered Committee.
- 1.5.4 The actual Project Cost shall be estimated as stated at Para 1.2.3 above. The estimated cost shall be updated every year in the month of April till the entire currency of the Project and DMRC shall be paid revised fees based on such re-assessment. This shall however, be subject to final adjustment on actual project cost, after the completion of the project.
- 1.5.5 The Goods and Services Tax [GST] and other tax, shall be payable to DMRC by DTC on the Project Management Consultancy Fees.
- 1.5.6 After signing of the MOU, in case project does not take off at any stage due to any reason, Empowered Committee shall decide the amount to be paid to DMRC to reasonably cover the expenses incurred towards property feasibility studies, planning and designing and other actual costs including overheads, whose decision shall be final and binding upon the parties.



## 1.6 Timelines

- 1.6.1 The construction / development of the Project should be completed in a phased manner within a period of 1½ years in case of Deposit Works and 2 years in case of works executed on PPP or PB model, from the date of commencement. The date of commencement of construction of the Project shall be from the date of approval of drawings by statutory authorities / local bodies and handing over of hindrance free land to DMRC (in case of deposit works) and to third party concessionaire (in case of PPP/PB works) whichever is later.
- 1.6.2 DMRC shall demand and procure all necessary documents/records/applications etc. from DTC within a period of 30 days from the date of commencement as agreed between the parties. Further feasibility report and other cost estimate shall be obtained by DMRC at time period of 60 days of procuring all necessary record from DTC and shall be submitted to Empowered Committee immediately for its approval. Application for all necessary permission / sanction / approvals etc. shall be made within a period of 60 days of getting the approval / clearance from Empowered Committee. All endeavours shall be made to obtain all necessary clearances / permissions / sanctions / approvals etc. within a maximum period of six months. The floatation of tenders and award of contract shall be made within a further period of three months at the maximum from the date of receipt of all permissions / clearances / sanctions / approvals etc.
- 1.6.3 The modalities of operation of Bus Terminals during construction shall be jointly decided by DMRC & DTC. All efforts shall be made to close all operational activities during construction and in the event continued activities of Bus Terminals is a necessity, DMRC will be required to provide free ingress and egress for the continued operations of the Bus Depots.

## 1.7 Project execution

- 1.7.1 DMRC shall invite open tenders from Contractors / Agencies specifying pre-qualification criteria for different packages for execution of the Project. The tenders / bids received shall be evaluated against the qualification criteria and those bids which meet the tender qualification criteria will be termed as technically qualified. Price bid of only technically qualified bidders will be opened and work shall be awarded to the lowest bidder. DMRC will award the works on EPC (turnkey / Design & Build) contract as per NITF Aayog guidelines, wherever possible. The tenders shall incorporate all necessary guarantees and indemnities to be given by the Contractors.



- 1.7.2 DMRC will incorporate advanced state of the art technologies during construction, minimizing the pollution hazard, improving quality and reducing the overall completion timelines.
- 1.7.3 DMRC shall maintain separate books of account for the Project and all expenditure shall be booked to this Project account.
- 1.7.4 The design of the proposed development / construction, should keep in view elements / features of universal design so as to be user-friendly for all age groups, all genders including third gender, disabled persons and all others special categories forming the user base of DTC, disabled persons and accessibility features for Persons with Disabilities, special needs and belonging to all age groups and genders.
- 1.7.5 The project shall be developed and implemented in a modernistic and useful design and usage without any overlap of various activities of the usages as proposed.

## 2.0 Role of DTC

- 2.1 DTC shall handover the selected Land Parcel / Bus Terminal free from all encumbrance and encroachment to DMRC.
- 2.2 Necessary shifting of existing occupants, if any, will be undertaken by the DTC in advance, i.e. one month prior to the start of Project. DMRC shall inform DTC in writing of the existing building / occupants which are required to be cleared one month in advance.
- 2.3 DTC being the land owing agency will act as developer for implementation of the Project and shall be responsible for the allotment / handing over of developed Units after completion of the Project.
- 2.4 DTC will provide all land related documents to facilitate the development of self-sustainable model.
- 2.5 DTC shall provide timely approval for development scheme including the cost and revenue plan, preliminary estimate and detailed cost estimate etc. DTC shall provide all assistance where necessary for approvals required from the local / statutory bodies.
- 2.6 DTC shall be entitled to supervise the quality of construction and suitability of construction to its requirements at any point of time and shall be entitled to place its reservation before Empowered Committee for its decision and approval.
- 2.7 DTC shall have unfettered right over the developed infrastructure and land parcels etc., except wherever rights are created in favour of third parties with its express approvals, as part of the project under PPP and PB model.



**3.0 Role of DMRC**

DMRC would be solely responsible for development of the Land parcel / Bus Terminals and shall also be solely and wholly responsible for implementing the project from concept till commissioning and would be rendering all the services both for pre-constructional activities and post constructional activities which are broadly defined herein below but, however, all activities involved at all stages shall form an integral part of obligations of DMRC unless specifically excluded herein as follows: -

- 3.1 Pre-constructional activities such as preparation of preliminary plans, preparation of preliminary estimate and approvals from statutory bodies and local bodies, obtaining all pre-construction clearances / approvals from respective authorities including responsibility of obtaining of the change of land use (if required).
- 3.2 Construction stage consists of obtaining approval for design / drawing of the layout plan, call of tenders and execution of work through contractors, supervision of work, testing and commissioning, maintenance of all documents and records, handling disputes / litigation, if any, during construction stages, all audits by Government agencies, implementation of labour laws, and adherence to IS codes, National Building codes, etc.
- 3.3 Post-construction activities consist of obtaining completion certificate from local bodies including fire clearance, facilitate handing over of the Project on completion from the DTC to the allottees / Buyers, settlement of accounts, handling of disputes / litigation, if any, with the agencies / contractors engaged for the construction.
- 3.4 DMRC will ensure that the land is used only for the purpose for which they have been handed over and not for any other purpose.
- 3.5 DMRC shall execute the Project only after getting building plans approved as per the statutory requirements and after approval of design.
- 3.6 DMRC shall obtain environmental clearances for the redevelopment works wherever required.
- 3.7 DMRC shall incorporate green building features, rainwater harvesting system, energy efficient building features, water conservation, sewage/effluent treatment/ recycling / disposal, solid waste management, dedicated vehicle parking, green belt, etc. as per conditions stipulated in environmental clearance. The construction and demolition waste if any shall be disposed off in accordance with the provisions of new Construction and Demolition Waste Management Rules, 2016 as amended from time to time.



- 3.8 The trees, if any, situated on the plot will be Government property and if required, shall not be removed without prior approval of the concerned statutory authority. The approvals from the local / statutory bodies for Tree cutting permission etc. will be obtained by DMRC. Assistance of DTC may be sought where necessary and the same shall be provided forthwith to DMRC.
- 3.9 DMRC shall handover the completed structures and services along with inventory of fixtures to the DTC or any other nominated agency upon its completion.
- 3.10 DMRC shall not be liable to pay any property tax or other taxes, rents, charges, claims (past or future) in respect of properties developed for the Project on the corresponding land.
- 3.11 DMRC shall comply with all instructions like General Financial Rules [GFR] and CVC Guidelines while executing the work.
- 3.12 DMRC shall be solely liable and responsible for handling all labour disputes which may arise during implementation of project or post completion of the project, but relating to any activity involved in implementation of the project. DMRC shall indemnify DTC in an event any such claim is raised against DTC and DTC is obligated to pay such claims either under any award, decree or order of any court / tribunal / any authority. DMRC shall make it a pre-condition for contractors to obtain necessary insurance and protection for any liability of claim arising out of any labour dispute including but not limited to death, injury, disability etc. of any workmen or any person involved in the project or any loss of property as a result of any reason whatsoever including act of God. DMRC shall ensure necessary compliances of labour laws and to comply with all laws pertaining to or related to the implementation of the project in any manner whatsoever by the contractors to whom the work is awarded. DMRC shall also obtain indemnities and guarantees from the persons involved in the implementation of project.
- 3.13 DMRC shall not have any claim of any kind or nature whatsoever over DTC except for its remuneration as agreed in the present MOU.
- 3.14 DMRC shall be under an obligation to keep informed DTC of all litigations/claims etc. arising out of or relating to the implementation of the project.
- 3.15 DMRC shall be liable to diligently pursue and defend all such litigations/claims etc. in the best interest of DTC.
- 4.0 Other Terms and Conditions**
- 4.1 The detailed planning of the Project development will seek to integrate the infrastructure requirements of the surrounding areas.



- 4.2 DMRC shall provide a draft sale agreement to be executed between DTC and Buyers consisting detailed terms & conditions of sale.
- 4.3 DMRC shall submit quarterly returns of the physical and financial progress of the Project to DTC.
- 4.4 Nominated Officer of DTC may, at any time, inspect the construction site / land and premises.
- 4.5 All liabilities arising out of any Court decree or Arbitration Award and / or any additional costs transpiring due to the direction of any Court / Tribunal / Statutory body and / or any other legal costs in any suit or arbitration, in respect of any dispute arising out of the Project development shall form part of the Project construction cost and shall be borne by DTC even after the Project has been completed and/or handed over. DMRC shall not be in any way responsible for consequences as a result of delay on the part of DTC in expeditiously satisfying such liabilities. However, PMC Fees of DMRC shall not be admissible on this amount.

**5.0 Miscellaneous**

**5.1 Amendments**

No amendment or modification or waiver of any provision of this MoU, nor consent to any departure by any of the Parties therefrom, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorised representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

**5.2 Confidentiality**

All the parties shall maintain strict confidentiality of the documentation related to the MoU.

**5.3 Transfer of Rights and Interests**

Neither party shall assign, transfer and alienate in any manner whatsoever, its rights and interests in this MoU without the prior written permission of the other party.

**5.4 Stamp Duty**

The stamp duty and all other expenses in respect of this MoU & duplicate thereof shall be borne by DMRC.

**5.5 Severability**

- 5.5.1 If for any reason whatever any provision of this MoU is or becomes invalid, illegal or unenforceable or is declared by any Court of competent jurisdiction or any other



instrumentality to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this MoU which shall continue in full force and effect.

5.5.2 The Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision.

5.5.3 Provided failure to agree upon any such provisions shall not be subject to the dispute resolution procedure under this MoU or otherwise.

**5.6 Language**

The language of this MoU is English. All notices, correspondence, Project Agreements, documentation, Specifications & Standards, data, test reports, certificates and information in respect of this MoU shall be in the English language. All other written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to this MoU shall be in the English language. Hindi version may follow. In case of any discrepancy between the English & Hindi version, The English version shall prevail.

**5.7 Exclusion of Implied Warranties etc.**

This MoU expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

**5.8 Further Assurances**

At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this MoU.

**5.9 Dispute Resolution and Arbitration**

5.9.1. Except where otherwise provided for in this MoU, all questions and disputes arising between the parties pertaining or relating to this MoU directly or indirectly connected with this MoU shall in the first place be resolved mutually by MD/DTC and MD/DMRC or any other nominee appointed by them on their behalf, as the case may be. These two officers shall try to resolve the dispute and arrive at some settlement and make the settlement agreement. The settlement agreement shall be final and binding on both the parties. The Settlement Agreement shall have the same status and effect as of arbitration award.



- 5.9.2. If the efforts to resolve all or any of the disputes through the above process fail, then such disputes shall be referred to the Empowered Committee, whose decision shall be final and binding upon the parties.
- 5.9.3. Only in the event Empowered Committee is unable to reach any decision on the dispute, the dispute shall be referred to arbitration before a Sole Arbitrator mutually appointed by the parties or by a Court of Law competent to appoint such Arbitrator under Arbitration & Conciliation Act, 2015 (or as amended).
- 5.9.4. The decision of the Sole Arbitrator shall be final and binding upon the parties.
- 5.9.5. The seat of Arbitration shall be at New Delhi
- 5.9.6. The Courts at New Delhi shall have exclusive jurisdiction in respect all or any dispute which may arise between the parties.

**5.10 Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of term, breach of any term of this MoU and foreclosure of this MoU, shall be in writing and shall be given by hand delivery/recognised international courier, mail, telefax or facsimile and delivered or transmitted to the parties at their respective addresses set forth below: -

To DMRC	To DTC
<b>Director/Project and Planning</b> Delhi Metro Rail Corporation Limited, 8 <sup>th</sup> Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001	<b>CGM/Technical</b> Delhi Transport Corporation I.P. Estate, New Delhi-110002

This MoU has been executed in duplicate. The First Party will retain one Original and one Original copy will be handed over to the Second Party.

IN WITNESS WHEREOF the parties hereto have signed their hands on these presents, in the presence of witness on the day, month and year first above written.



*(Signature)*  
**(V.K. Gupta)**  
**CGM/Technical**  
**For and on behalf of DTC**

*(Signature)*  
**(D.K. Saini)**  
**Director/Project and Planning**  
**For and on behalf of DMRC**

Witnesses  
*(Signature)*  
**(V K Gupta)**  
**CGM (Tech.)**  
 1. **RISHIRAJ PIPIL**  
**Sr Manager (CIVIL)**  
 2. **B. S. Chauhan**  
**Sr Manager (Adm)**

*(Signature)*  
**SUSHIL KUMAR GUPTA**  
**DGM/ops/DMRC**  
 2. **SUMESH**  
**Asst/ops/HQ**

Annexure-A

**LIST OF LAND PARCELS / BUS TERMINALS INITIALLY\* OFFERED BY DTC**

S/N	Property Type [Land Parcel/Bus Terminal]	Address	Area [SQM]	Any other Information on the Property
1.	Nehru Place	Nehru Place	14,057.00	DDA, Lease Deed
2.	Najafgarh	Najafgarh near Sabzi Mandi	7,851.59	DDA, Lease Deed
3.	Azadpur	Azadpur	2,225.3	DDA, Lease Deed
4.	Mehrauli	Mehrauli	8,092.00	DDA, Lease Deed
5.	Narela	Narela (Dheerani Jhor)	5,462.1	Free Hold

\* any addition of Land Parcel / Bus Terminal shall be on mutual consent between the parties.

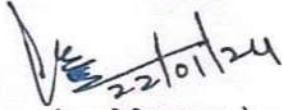


Dated: 22.01.2024

**Sub:- Regarding Handing/Taking over of DTC Najafgarh Bus Terminal to DMRC.**

As per MOU between DTC & DMRC dated 17.06.2022, land of DTC Najafgarh Bus Terminal has been handed over to DMRC for further development.

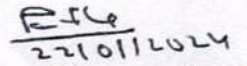
Handed over By



(Narender Meena )

Manager/CIVIL/DTC

Taken Over By



(Prasanna Kumar Jha)

Assistant Manager/CIVIL/DMRC



158

Details of trees to be felled (grith measured at height of 1.35m)

S.No.	Tree S.No	Tree Name	To be Transplanted\Felled\Pruned	Girth (in centimeters)
1	N-01	Neem	Transplant	79
2	N-02	Shahtoot	Transplant	93
3	N-03	Shisham	Transplant	103
4	N-04	Neem	Transplant	100
5	N-05	Peepal	Transplant	80
6	N-06	Shahtoot	Transplant	45
7	N-07	Neem	Transplant	55
8	N-08	Peepal	Transplant	121
9	N-09	Shahtoot	Transplant	95
10	N-10	Shahtoot	Transplant	94
11	N-11	Bargad	Transplant	281
12	N-12	Siras	Transplant	99
13	N-13	Sajana	Transplant	52
14	N-14	Bargad	Transplant	121
15	N-15	Siras	Transplant	65
16	N-16	Shisham	Transplant	85
17	N-17	Shisham	Transplant	110
18	N-18	Shisham	Transplant	72
19	N-19	Shahtoot	Transplant	92
20	N-20	Bargad	Transplant	281
21	N-23	Bargad	Transplant	94
22	N-24	Neem	Transplant	138
23	N-26	Bargad	Transplant	160
24	N-27	Shisham	Transplant	48
25	N-31	Peepal	Transplant	55
26	N-32	Others	Transplant	31
27	N-33	Bargad	Transplant	140
28	N-36	Shisham	Transplant	108
29	N-37	Bargad	Transplant	150
30	N-60	Peepal	Transplant	90
31	N-61	Others	Transplant	45
32	N-62	Shahtoot	Transplant	25
33	N-63	Bargad	Transplant	261
34	N-64	Shisham	Transplant	72
35	N-65	Peepal	Transplant	36
36	N-66	Shahtoot	Transplant	135

S.No.	Tree Name	To be Transplanted\Felled\Pruned	Tree Count
1	peepal	Transplant	1
2	Peepal	Transplant	6
3	Neem	Transplant	5
4	Pinkhal	Transplant	2
5	Siras	Transplant	2
6	Bargad	Transplant	8
7	Sajana	Transplant	1
8	Shahtoot	Transplant	7
9	Shisham	Transplant	7

37	N-67	Neem	Transplant	205
38	N-68	Neem	Transplant	92
39	N-72	Others	Transplant	210

159

26

## Information of Project Area

Details of Project Area :-		7,851.00							
S.No.	Area(in Sq.mtrs)	District Name	Tehsil Name	Address	Name and Khasra number of the occupants of adjoining property	Kml File	Action		
1	7851.000	South West	Najaf Garh	DTC Bus Terminal Najafgarh	DDA Park	12/11, 12/19 NJF Depot BW.KML	Reject	Download (/downloadsite_IPA_KMLFile.aspx?PI_id=15061&Digest=RpUcoxGQJZnDEphf+4gkUw)	

## Area Proposed for Transplantation of trees

Transplantation Information With Total Area(Hectare):-	624.00								
S.No.	Area(in Sq.mtrs)	District	Address	Kml File	Accept/Reject				
1	624.000	South West	ADJACENT LAND OF NAJAFGARH METRO DEPOT , NANGLI SAKRAWATI, NEW DELHI-110043	Transplantation Land 624Sq.m.kml (/downloadsite_PI_KMLFile.aspx?PI_id=3929&Digest=AoO96DHuqT8hPizhYjmZTQ)	Accept				

## Plantation Information (Compensatory)

(Details of the site provided by you for 100% Compensatory Plantation in lieu of removal of trees where trees are intended to be planted after felling.)

Details of Area Proposed for Transplantation	Total No Area:- 6,240.00					No. of Trees intended to be planted after felling :- 0
	<b>S.No.</b>	<b>Area (in No of saplings to be Sq.mtrs)planted</b>	<b>District</b>	<b>Address</b>	<b>Kml File</b>	<b>Accept/Reject</b>
	1	6,240.00 390	South West	ADJACENT LAND OF NAJAFGARH METRO DEPOT , NANGLI SAKRAWATI, NEW DELHI-110043	Compensatory Land 6240sqm.KML (downloadsite_Pinfo_KMLFile.aspx?PI_id=5051&Digest=ih8qSQRQgglzQcomyy+s/A)	Accept <input type="checkbox"/> Reject <input checked="" type="checkbox"/>

## Miscellaneous Information

Purpose for which the felling of the trees are intended	other	Intended use of felled trees (e.g) for sale for or :- NA domestic use
Intended use of land after felling of trees	CONSTRUCTION OF DTC BUS TERMINAL AT NAJAFGARH BY DMRC ON DEPOSIT WORK BASIS	

S.No.	Tree S.No	Tree Name	Girth (in centi meters)	Recommendation by Tree inspector	Justification by Tree Inspector	Recommendation by Tree inspector	Justification by Tree Inspector
1	N-02	Shahtoot	93	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
2	N-04	Neem	100	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
3	N-05	Peepal	80	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
4	N-06	Shahtoot	45	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.

5	N-07	Neem	55	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
6	N-08	Peepal	121	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
7	N-10	Shahtoot	94	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
8	N-11	Bargad	281	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
9	N-12	Siras	99	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
10	N-13	Sajana	52	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
11	N-14	Bargad	121	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
12	N-15	Siras	65	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
13	N-17	Shisham	110	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
14	N-18	Shisham	72	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
15	N-19	Shahtoot	92	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
16	N-20	Bargad	281	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
17	N-23	Bargad	94	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
18	N-24	Neem	138	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.

19	N-27	Shisham	48	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
20	N-31	Peepal	55	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
21	N-32	Others	31	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
22	N-33	Bargad	140	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
23	N-36	Shisham	108	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
24	N-37	Bargad	150	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
25	N-61	Others	45	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
26	N-62	Shahtoot	25	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
27	N-63	Bargad	261	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
28	N-64	Shisham	72	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
29	N-65	Peepal	36	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
30	N-67	Peepal	205	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
31	N-01	Neem	79	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
32	N-03	Shisham	103	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.

33	N-09	Shahtoot	95	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
34	N-16	Shisham	85	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
35	N-26	Bargad	160	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
36	N-60	Peepal	90	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
37	N-66	Shahtoot	135	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
38	N-68	Neem	92	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.
39	N-72	Others	210	Recommended for Transplanting	The tree is coming in alignment of construction transplant permission may be granted. If you agree.	Yes for Transplanting	Yes for transplant.

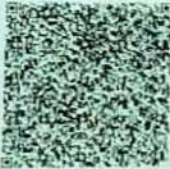
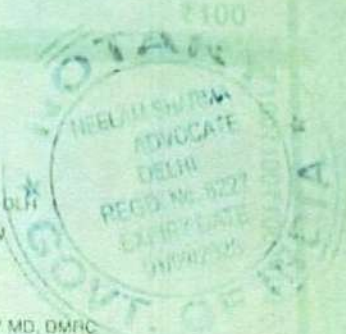


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	IN-DL25148719190061W
Certificate Issued Date	09-Jan-2024 12:50 PM
Account Reference	SELF PRINT (PUY of self: NEHRU/DL/DL)
Unique Doc. Reference	SUBIN DL/DL SELF 13266587006425W
Purchased by	JITENDRA KASANA
Description of Document	Article 48 Power of attorney SPA
Property Description	SPECIAL POWER OF ATTORNEY BY MD, DMRC
Consideration Price (Rs.)	0 (Zero)
First Party	DELHI METRO RAIL CORPORATION LTD
Second Party	NA
Stamp Duty Paid By	DELHI METRO RAIL CORPORATION LTD
Stamp Duty Amount(Rs.)	100 (One Hundred only)



SELF VERIFY WWW



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**SPECIAL POWER OF ATTORNEY**

Know all men by these presents, I, Dr. Vikas Kumar, Managing Director of Delhi Metro Rail Corporation Limited, New Delhi, a Joint Venture company of Govt of India & Govt of National Capital Territory of Delhi incorporated under the Companies Act, do hereby authorise and appoint Sh. A. S. Rao, Senior Law Officer of Delhi Metro Rail Corporation Ltd. to do the following acts, deeds and things namely:

ATTENDED

NOTARY (Govt. of India)  
Neelam, Sharma

- 9 JAN 2024

74, NO. 185A, PALLAIPUR HOUSE, COURTS, NEW DELHI-110001  
(M) 9609405301

Handwritten signatures and initials: 'us', 'ASR', and a large signature 'ASR'.

1. To conduct proceedings, institute, defend actions, suits, appeals, revisions or such proceedings as may be advised and are in the interest of the company, in the name of and on behalf of the company in any court of law throughout the territory/territories of India.
2. To sign vakalatnama or power of attorney in favour of advocates/pleaders on behalf of the Corporation.
3. To sign the pleadings and to appear wherever necessary before any court/quasi judicial authority/tribunal/department and to give statement of deposition on behalf and in the name of the Company.
4. To represent in Arbitration Proceedings and to file the Statements, Counter Statements to proceed with or to oppose proceedings and to challenge the awards before the courts.
5. And generally to do, execute and perform any other act or acts deed or deeds matter or thing whatsoever incidental to the above work on my behalf.
6. And I hereby agree and undertake to ratify and confirm all whosoever my said Attorney undertakes, the work in that behalf.

IN WITNESS WHEREOF I, Dr. Vikas Kumar has signed this Special Power of Attorney on ..... January, 2024 at New Delhi.



(Signature)  
 (Dr. Vikas Kumar)  
 Managing Director  
 Delhi Metro Rail Corporation Ltd

(Signature)  
 Accepted  
 Sh. A. S. Rao

Dated 09-01-2024

Witnesses:

1. (Signature)  
 Gp Capt Sanjay Vinayalera Kute (Retd)  
 GM/Legal, DMRC  
 Metro Bhawan, Barakhamba Road  
 New Delhi - 110001

2. (Signature)  
 Sunil Singh Rathi  
 Sr. DGM/Legal, DMRC  
 Metro Bhawan,  
 Barakhamba Rd.  
 New Delhi - 110001

(Signature)  
 NOTARY (Govt of India)  
 Neelam Sharma  
 Advocate  
 Jh No 105A, Gate No. 1  
 Patil House Courts,  
 New Delhi-110001  
 (M) 9809400361  
 9 JAN 2024