

2528/CKU/ 1-9-2017
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No. 9(3)/2017/D(Air-II)
Government of India
Ministry of Defence

Vayu Bhawan,
New Delhi,

the 22nd August, 2017

To

✓ Chief Project Manager,
Mumbai Metro Rail Corporation Limited
Plot – R 13, E Block, BKC, Bandra (E)
Mumbai - 400051

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Subject : Grant of Working Permission to Mumbai Metro Rail Corporation Limited for construction of underground metro tunnels passing beneath defence land between Vidyanagri and Santacruz metro stations of Mumbai Metro Line-3 (MML-3).

Sir,

I am directed to refer to your application dated 20.01.2017 on the subject mentioned above and to say that this Ministry has no objection to accord working permission on defence land on licence basis to Mumbai Metro Rail Corporation Limited (MMRCL) for construction of underground metro tunnels passing beneath defence land in Survey Numbers CTS No. 629 (pt), CTS No. 629 (pt) located between Vidyanagri and Santacruz metro stations of Mumbai Metro Line-3 (MML-3) for an initial period of 30 years.

2. The working permission is accorded to MMRCL on payment of advance licence fee for one year to DEO, Mumbai @ Rs.1000/-per running meter per annum subject to the following terms & conditions:

- (i) The Metro Corridor will be an underground corridor passing through defence land at an average depth of 24m.
- (ii) There will be no alienation of defence land and title and management of the land will continue to remain with MoD/IAF throughout the duration of the licence. No part of the licensed land will be used for purposes other than for which it has been licensed and the land licensed will not be sub-licensed in full or part to any other entity without the approval of MoD.
- (iii) DEO Mumbai, MMRCL and Air Force will do the joint survey of land to ascertain the exact running length of proposed tunnel beneath defence land.
- (iv) The licence will be initially granted for 30 years which may be renewed at the option of licensee for further period of 30 years as suitably decided by MoD at the time of such renewal.

- (v) The licence fee will be paid by MMRCL to DEO Mumbai on 1st of April every year and any delay in payment of lease rent by the due date shall entail payment of interest @ 9% per annum.
- (vi) MMRCL shall not erect/raise any construction whether permanent / or temporary on the defence land and if any construction comes up, the same shall be removed by the local AF authority at the cost of MMRCL and the licence shall be discontinued after following due process.
- (vii) As regards the monitoring of air/noise pollution during construction of the Metro project, norms prescribed for air and noise pollution by Pollution Control Board/ Ministry of Environment, Mumbai and Municipal Corporation should be adhered to by MMRCL.
- (viii) MMRCL shall give a written commitment that adequate mitigation measures will be taken by them to nullify the noise pollution and vibrations caused during the construction and operation phases for the section of the Metro & suitable compensation shall be paid by MMRCL for any violations of instructions/norms.
- (ix) Damage caused to IAF assets and building due to vibrations or otherwise during construction and operation of Metro will be repaired or reconstructed by MMRCL at the cost of MMRCL.
- (x) MMRCL will obtain prior clearances from Ministry of Environment, Police Authorities, Pollution Control Board, Ministry of Forest and other Departments, wherever necessary.
- (xi) The cost of trees required to be cut if any, for this purpose shall be borne/ compensated by MMRCL.
- (xii) There will be no dumping of construction material, setting up of labour camp or site camp on defence land under the management of IAF at Air Force Station Mumbai.
- (xiii) Deployment of manpower, sensors and measuring instruments on the defence land for building condition, survey and measuring readings during the construction or operations stage, will be undertaken with prior permission of Station Commander, Air Force Station Mumbai.
- (xiv) Carriage of IT equipments and photography, if any, will be with the prior permission of Station Commander, Air Force Station Mumbai.
- (xv) An undertaking will be furnished by MMRCL to DEO, Mumbai within 3 months accepting these terms and conditions.

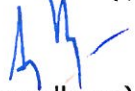
(xvi) The DEO Mumbai and Station Commander, Air Force Station Mumbai shall be competent to inspect the site at any time to oversee that the site is put to use as per the Working Permission only and that there are no violations in the terms and conditions of Working Permission.

3. The licence will be executed by DEO Mumbai in Sch-XVII of CLA Rules, 1937 duly modified by DGDE. Any dispute regarding the interpretation of implementation of the above conditions shall be settled only through consultations between the IAF and MMRCL. In case of any dispute the PDDE SC, Pune shall be the competent authority for resolution of such dispute.

4. Ministry of Defence reserves the rights to terminate the license in case of breach of any terms and conditions of the license.

5. This issues with the concurrence of MoD(Finance) vide their Dy. No. 421 Ref No. 5(7)/2017/AF/P&W dated 21.08.2017.

Yours faithfully,



(A.S. Chowdhury)

Under Secretary to the Government of India

PH: 011-23010358

Copy to:

- (i) Shri Ambuj Bajpai, Under Secretary, Ministry of Urban Development (MRTS-II Cell) 322-C, Nirman Bhawan New Delhi w.r.t. letter No. K-14011/36/2009/Metro/MRTS-II (Vol.II) dated 03.02.2017
- (ii) ACAS (AF Wks), Air HQ
- (iii) DDG (Lands-I), DGDE