



महाराष्ट्र शासन
नगर विकास विभाग,

मंत्रालय (मुख्य इमारत), ४ था मजला,
मादाम कामा मार्ग, हुतात्मा राजगुरु चौक, मुंबई - ४०० ०३२.

दूरध्वनी क्र.०२२-२२७९४२००

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क्रमांक : पीआरडी-३३१८/प्र.क्र.११४/नवि-७

दिनांक : २६ मे, २०२०.

प्रति,

महानगर आयुक्त,
पुणे महानगर प्रदेश विकास प्राधिकरण,
सं.नं.१५२-१५३, महाराजा सयाजीराव गायकवाड,
उद्योग भवन, औंध, पुणे

विषय : पुणे मेट्रो लाईन-३ (हिंजवडी ते शिवाजीनगर) मेट्रो रेल्वे प्रकल्प सार्वजनिक खाजगी भागीदारी तत्वावरील सवलत करारनामा - पूरक करार मसुद्यास मान्यता देणेबाबत.

संदर्भ :- १) आपले पत्र क्र. EG/युचौ/०६.१८/प्र.क्र.२६१/२७९/शाखा-१, दि.०८.०५.२०२०.
२) शासन समक्रमांकित पत्रे दि.१९.९.२०१९ व दि.२०.९.२०१९.

महोदय,

पीएमआरडीएने पुणे मेट्रो लाईन-३ हिंजवडी ते शिवाजीनगर या प्रकल्पाच्या सवलतकारासोबत करावयाच्या व प्राधिकरणाने यापूर्वी सादर केलेल्या करारनाम्याच्या मसुद्यास वित्त विभागाच्या सहमतीने शासन पत्र दि.१९/०९/२०१९ व दि.२०/०९/२०१९ अन्वये उक्त पत्रांतील नमूद अटी व शर्तीच्या अधिन राहून मान्यता दिली आहे. त्यानुषंगाने पीएमआरडीए व सवलतकार कंपनी, पुणे आयटी सिटी मेट्रो रेल मर्यादित यांच्या दरम्यान दि.२१ सप्टेंबर २०१९ रोजी सवलत करारनामा स्वाक्षीकित करण्यात आला आहे.

०२. या संदर्भात पुणे महानगर प्रदेश विकास प्राधिकरणाने पुणे येथील विद्यापीठ चौकातील एकेरी वाहतुकीचे अस्तित्वातील दोन पूल पाडून त्या ठिकाणी तांत्रिकदृष्ट्या योग्य अशा नवीन आराखडयानुसार दुमजली पुलांची उभारणी सवलतकार कंपनीकडून करून घेण्याकरीता पीएमआरडीए व सदर प्रकल्पाची सवलतकार कंपनी, पुणे आयटी सिटी मेट्रो रेल मर्यादित यांच्या दरम्यान करावयाच्या पूरक करारनाम्याच्या मसुद्यास मान्यता देण्याबाबत दि.०८/०५/२०२० च्या पत्रान्वये विनंती केली आहे. त्या अनुषंगाने खालील अटीच्या अधीन राहून सदर प्रस्तावित पूरक करारनाम्याच्या मसुद्यास (सोबत जोडल्याप्रमाणे) शासनाची मान्यता देण्यात येत आहे.

अ) या कामामुळे येणाऱ्या खर्चाचे कोणतेही दायित्व शासनावर येणार नाही.

ब) पीएमआरडीए यांनी या प्रकल्पाच्या अनुषंगाने येणाऱ्या आर्थिक बांधिलकीबाबत सक्षम प्राधिकरणाची मान्यता घेणे आवश्यक राहिल.

क) तसेच या प्रकल्पामुळे होणारा लाभ विचारात घेता पुणे महानगरपालिकेस सदर प्रकल्प खर्चाचा किमान ५०% भार उचलावा, अशी त्यांना विनंती करण्यात यावी.

ड) प्रस्तावित प्रकल्पाकरीता अन्य संबंधित प्राधिकरणाच्या आवश्यक असलेल्या मंजु-या पुणे महानगर प्रदेश विकास प्राधिकरणाने घेणे आवश्यक राहिल.

आपला


(विजय चौधरी)

उप सचिव, महाराष्ट्र शासन

SUPPLEMENTARY AGREEMENT

TO THE

CONCESSION AGREEMENT SEPTEMBER 21, 2019

FOR

PUNE METRO LINE III (HINJAWADI – SHIVAJINAGAR)

PROJECT

BY

AND

BETWEEN



PUNEMETROPOLIS

**PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY
(THE "AUTHORITY")**

AND

**PUNE IT CITY METRO RAIL LIMITED
(THE "CONCESSIONAIRE")**

THIS SUPPLEMENTARY AGREEMENT TO THE CONCESSION AGREEMENT SEPTEMBER 21, 2019 is made at Pune on this [●] day of [●], 2020 ("**Supplementary Agreement**").

BY AND BETWEEN

Pune Metropolitan Region Development Authority, constituted vide notification no. PMRDA/3316/CR 54/UD-7, dated July 11, 2016 issued pursuant to sub-section (1) of section 3 of the Maharashtra Metropolitan Region Development Authority Act, 2016 and section 42A, 42C and 42F of the Maharashtra Regional and Town Planning Act, 1966, and having its office at Survey No. 152, 153, Maharaja Sayajirao Gaikwad, Udyog Bhavan, Aundh, Pune, 411007, Maharashtra, India. (hereinafter referred to as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **One Part**;

AND

Pune IT City Metro Rail Limited, a company incorporated under the provisions of the Companies Act, 2013, having corporate identification number U45100PN2019PLC182766 and having its registered office at 9th floor, "Vikram Monarch" – CTS No.1115/A, Ganeshkhind Road, Shivajinagar, Pune – 411016, Maharashtra and Correspondence address at Elphinstone Building, 2nd floor, 10 Veer Nariman Road, Mumbai 400001, Maharashtra, (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Other Part**.

(The Authority and the Concessionaire shall hereinafter collectively be referred to as "**Parties**" and individually as the "**Party**").

WHEREAS:

- A. The Parties have entered into a concession agreement dated September 21, 2019 ("**Concession Agreement**") and a memorandum dated September 21, 2019 ("**Memorandum**") for the development, operation and maintenance of the Project on DBFOT basis by the Concessionaire, in accordance with the terms and conditions set forth therein.
- B. Subsequently, the Authority has decided to change the alignment of the metro at the locations of the exiting University Circle flyover and the E-Square flyover. Accordingly, the alignment is proposed to be modified to run along the centre line of the road at these locations and an integrated double decker structure with flyover at one level and metro at the upper level is proposed to be constructed after demolishing the exiting University Circle flyover and the E-Square flyover;

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- C. In light of the aforesaid, the Parties desire to amend certain terms of the Concession Agreement, to the extent set out in this Supplementary Agreement and to enter into a letter agreement (the "**Letter Agreement**") to set out the details of the demolition works and construction of the integrated double decker structure to be undertaken by the Concessionaire in accordance with the terms provided therein.

NOW, THEREFORE, it is agreed between the Parties, that the Supplementary Agreement shall stand amended on the terms and conditions mentioned hereunder:

1. Definition and Interpretation

- (i) Capitalized terms and expressions used, but not defined herein shall have the same meanings ascribed to such terms and expressions in the Concession Agreement.
- (ii) In addition to above, interpretation clause as set out in Clause 1.2 (Interpretation) of the Concession Agreement shall apply *mutatis mutandis* to this Supplementary Agreement.
- (iii) The headings used herein are only for the sake of convenience.

2. AMENDMENT TO THE CONCESSION AGREEMENT

2.1 Conditions Precedent

- 2.1.1. The Parties agree that, Clause 4.1.1 of the Concession Agreement shall stand amended as follows:

"4.1.1 Save and except as expressly provided in Clauses 4, 9, 10, 11.5, 24, 34, 44 and 47, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "Conditions Precedent"). For avoidance of doubt, unless the context otherwise requires, only the Clauses mentioned hereinabove shall be operative prior to fulfilment of the Conditions Precedent set out in Clauses 4.1.2 and 4.1.3 by both the Parties."

2.2 Utilities, Associated Roads and Trees

- 2.2.1 The Parties agree that the following Clause 11.5 shall be inserted after the Clause 11.4 (*Felling of trees*) of the Concession Agreement:

"11.5 Demolition and Reconstruction of obstructing flyovers

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The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake demolition of the existing University Circle flyover and E-square flyover and construction of an integrated double decker structure with a flyover at one level and metro at the upper level. The cost to be incurred by the Concessionaire for demolition of such existing flyovers and the additional cost to be incurred by the Concessionaire for construction of an integrated structure as aforesaid in an approximate length of about 1.5 km, shall be borne by the Authority. If the Authority so directs, the Concessionaire shall undertake demolition of the existing flyovers prior to the Appointed Date and the construction of the integrated double decker structure after the Appointed Date; on the basis of mutual agreement on costs, payment terms and timelines of the aforesaid works. In the event of delay in demolition or construction as mentioned above, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the Authority or entity owning these flyovers."

2.3 Schedules

- 2.3.1 The Parties agree that Clause 6.1.19 of Schedule-A (Annex-I) of the Concession Agreement shall stand amended as follows:

"6.1.19 Savitribai Phule Pune University station is proposed just before the road junction at chainage 18655.566 m. The metro alignment runs in left side footpath of Raj Bhawan at the road junction and turns right and approaches to the median of the Ganeshkhind Road. The alignment runs along the centre line of the road at the location of the existing Savitribai Phule Pune University flyover and E-Square Flyover road and an integrated double decker structure with a flyover at one level and metro at the upper level ensuring required vertical clearances is proposed after demolition of the two flyovers."

- 2.3.2 The Parties agree that Clause 1.4 of Schedule-B (Annex-I) of the Concession Agreement shall stand amended as follows:

"1.4 The Rail System shall be constructed as an elevated medium-light rail transit system adopting standard gauge (1435 mm) with 23 (Twenty three) stations. The horizontal alignment will be generally located along the centre line of the existing roads. However, there are several flyovers and other elevated structures on this Corridor and the rail alignment will have to negotiate these flyovers and elevated structures, depending upon the situation, by going either through centre line of the flyover or on the left side or on the right side, wherever they are running along or parallel to the alignment. Where the alignment has to cross over the flyovers or any other elevated structures, it will have to be done at double elevation and as per the vertical clearance requirements. The alignment runs along the center line of the road at the location of the existing Savitribai Phule Pune University flyover and E-Square Flyover and an integrated double decker structure with a flyover at one level and metro at the upper level ensuring required vertical clearances is

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proposed after demolition of the two flyovers. A brief overview of the Corridor and the chainage details of the Station locations are at Annex-I of Schedule-A of this Concession Agreement."

3. Miscellaneous

- 3.1 Save and except the modifications, amendments and substitutions set out hereinabove, all other terms and conditions of the Concession Agreement shall remain unaltered, and the Parties shall be governed by the terms thereof, in all other respects.
- 3.2 This Supplementary Agreement is to be read in conjunction with the Concession Agreement and the Concession Agreement shall stand and be deemed to be amended only to the extent as stated herein above.
- 3.3 In the event of any inconsistency between the Concession Agreement and this Supplementary Agreement, the provisions of this Supplementary Agreement shall prevail.
- 3.4 This Supplementary Agreement shall be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- 3.5 The terms and conditions of the Memorandum shall remain unaltered and the Parties shall be governed by the terms thereof, in all respects.

4. Severability

If for any reason whatever, any provision of this Supplementary Agreement 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, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under the Concession Agreement or otherwise.

5. Dispute Resolution, Governing Law and Jurisdiction

Provisions in relation to:

- (i) dispute resolution as set out in Article 44 (Dispute Resolution) of the Concession Agreement, and

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- (ii) governing law and jurisdiction as set out in Clause 47.1 (Governing Law and jurisdiction) of the Concession Agreement,

shall apply *mutatis mutandis* to this Supplementary Agreement.

6. Effective Date of the Amendment Agreement

This Supplementary Agreement shall be effective on and from the date on which Parties named hereunder have executed these presents and the Letter Agreement.

Pune Metropolitan Region Development Authority (Authority)	Pune IT City Metro Rail Limited (Concessionaire)

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND DELIVERED THIS SUPPLEMENTARY AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf
of **PUNE METROPOLITAN REGION**
DEVELOPMENT AUTHORITY by:

SIGNED, SEALED AND DELIVERED
For and on behalf of
PUNE IT CITY METRO RAIL LIMITED by:

By: Mr. Vikram Kumar, I.A.S.
Designation: Metropolitan Commissioner, Pune
Metropolitan Region Development Authority

By: Mr. Alok Kapoor,
Designation: Director, Pune IT City Metro Rail
Limited

Mr. Udaikant Kameswara
Designation: Director, Pune IT City Metro Rail
Limited

In the presence of:

Witness 1:

Witness 2 :