

नागपूर मेट्रो रेल प्रकल्पासाठी करण्यात आलेल्या सामंजस्य करारास व पुणे मेट्रो रेल्वे प्रकल्प टप्पा-1 ची अंमलबजावणी करण्यासाठी करावयाच्या सामंजस्य करारनाम्यास (MoU) मान्यता देणे.

महाराष्ट्र शासन

नगर विकास विभाग

शासन निर्णय क्रमांक : पीआरडी-331७/प्र.क्र.३२/नवि-7,

मंत्रालय, मुंबई 400 032.

दिनांक : 31 जुलै, 201७.

- संदर्भ :** (१) शासन निर्णय क्रमांक नासुप्र-331३/प्र.क्र.४१/नवि-7, मंत्रालय, मुंबई 400 032. दिनांक ३० जानेवारी, २०१४.
- (२) शासन निर्णय क्रमांक पीएमआर-331६/प्र.क्र.१३२/नवि-7, मंत्रालय, मुंबई 400 032. दिनांक २३ डिसेंबर, २०१६.

**प्रस्तावना :**

नागपूर शहरातील वाढती लोकसंख्या व त्यानुषंगाने निर्माण झालेली वाहतुक समस्या लक्षात घेऊन मेट्रो रेल प्रकल्प राबविण्यासाठी नागपूर मेट्रो रेल कॉर्पोरेशन लिमिटेडची स्थापना करण्यात आली. राज्य शासनाने दिल्ली मेट्रो रेल कॉर्पोरेशन लि. यांनी सादर केलेल्या प्रकल्प अहवालाच्या आधारे नागपूर मेट्रो रेल्वे प्रकल्पांतर्गत मार्गिका क्र. १ : उत्तर-दक्षिण मार्गिका-ऑटोमोटीव्ह चौक ते मिहान व मार्गिका क्र. २: पूर्व-पश्चिम मार्गिका- प्रजापतीनगर ते लोकमान्यनगर या उन्नत मेट्रो रेल्वे मार्गास संदर्भ क्र. (१) वरील दिनांक ३०.०१.२०१४ च्या शासन निर्णयानुसार मान्यता दिली आहे. तर केंद्रशासनाने उक्त प्रकल्पास दिनांक २१.०८.२०१४ रोजी मान्यता दर्शविली आहे. तसेच नागपूर मेट्रो रेल प्रकल्पाकरिता राज्यशासन, केंद्रशासन व नागपूर मेट्रो रेल कॉर्पोरेशन लि. यांच्या दरम्यान त्रिपक्षीय सामंजस्य करारनामा माहे जुलै, २०१५ रोजी करण्यात आला आहे (प्रत परिशिष्ट-१ म्हणून सोबत जोडली आहे). नागपूर मेट्रो रेल प्रकल्पाबाबत घेतलेल्या निर्णयानुसार प्रकल्पाचे काम प्रगतीपथावर आहे.

तसेच पुणे शहरातील सार्वजनिक वाहतुक सुविधा सक्षम करण्याच्या दृष्टीकोनातून पुणे व पिंपरी-चिंचवड महानगरपालिका क्षेत्रात मेट्रो रेल कार्यान्वित करण्यास संदर्भ क्रमांक (२) वरील दि. २३.१२.२०१६ नुसार निर्णय शासन निर्णयान्वये मान्यता देण्यात आली आहे. सदर शासन निर्णयानुसार पुणे महानगर मेट्रो रेल प्रकल्प-टप्पा-१ मधील मार्गिका क्र.१ (पिंपरी-चिंचवड ते स्वारगेट) व मार्गिका क्र.२ (वनाझ ते रामवाडी) या मार्गिकेच्या सुधारीत प्रस्तावास मंजूरी देण्यात आली आहे. तसेच पुणे मेट्रो रेल प्रकल्प राबविण्यासाठी महाराष्ट्र मेट्रो रेल कॉर्पोरेशन लि. या नावाने स्थापन केलेल्या केंद्र व राज्यशासनाचा संयुक्त उपक्रम असलेल्या एसपीव्हीकडे सोपविण्यास मान्यता देण्यात आली आहे. या अनुषंगाने पुणे मेट्रो रेल प्रकल्प टप्पा-1 मधील या दोन मार्गिकांना केंद्र शासनाने सदर प्रकल्पास सविस्तर मान्यता दिनांक 09.01.2017 रोजीच्या पत्रान्वये कळविली आहे. सदर मान्यतेमध्ये समाविष्ट अटीच्या अनुषंगाने केंद्रशासन, राज्य शासन व प्रकल्पाची एसपीव्ही (महाराष्ट्र मेट्रो रेल कॉर्पोरेशन लि.) यांच्या दरम्यान करावयाच्या सामंजस्य कराराचा मसुदा केंद्रशासनाने दिनांक ०७.०३.२०१७ च्या पत्रान्वये पाठविला आहे (करारनाम्याची प्रत परिशिष्ट-२ म्हणून जोडली आहे).

नागपूर मेट्रो रेल्वे प्रकल्पाच्या संदर्भात केंद्र शासनाच्या मान्यतेमध्ये समाविष्ट अटीच्या अनुषंगाने माहे जुलै, २०१५ मध्ये केंद्रशासन, राज्य शासन व प्रकल्पाची एसपीव्ही (तत्कालीन नागपूर मेट्रो रेल कॉर्पोरेशन लि.) यांच्या दरम्यान केलेल्या त्रिपक्षीय सामंजस्य करारनाम्यास कार्यान्वयन मंजूरी देण्याची बाब शासनाच्या विचाराधीन होती. तसेच पुणे मेट्रो रेल्वे प्रकल्प टप्पा-१ ची अंमलबजावणी करण्यासाठी केंद्रशासनाच्या दिनांक ०७.०३.२०१७ च्या पत्रासोबत प्राप्त झालेल्या व सदर प्रकल्पाच्या केंद्रशासनाच्या मान्यतेमध्ये समाविष्ट अटीच्या अनुषंगाने केंद्रशासन, राज्य शासन व प्रकल्पाची एसपीव्ही (महाराष्ट्र मेट्रो रेल कॉर्पोरेशन लि.) यांच्या दरम्यान सामंजस्य करारनाम्याच्या प्रस्तावास मान्यता देण्याची बाब शासनाच्या विचाराधीन होती. या संदर्भात शासन पुढील प्रमाणे निर्णय घेत आहे :-

### **शासन निर्णय :-**

राज्य शासनाने नागपूर मेट्रो रेल प्रकल्पास आणि पुणे महानगर मेट्रो रेल प्रकल्पास दिलेली मान्यता तसेच नागपूर मेट्रो रेल्वे प्रकल्पाबाबत माहे जुलै, २०१५ मध्ये केंद्रशासन, राज्यशासन व नागपूर मेट्रो रेल प्रकल्प यांच्यादरम्यान करण्यात आलेला सामंजस्य करारनामा आणि आता पुणे महानगर मेट्रो रेल प्रकल्पासाठी करावयाच्या प्रस्तावित सामंजस्य करारनाम्याच्या अनुषंगाने पुढीलप्रमाणे मान्यता देण्यात येत आहे :-

- (अ) राज्य शासनाने दि. ३०.०९.२०१४ च्या शासन निर्णयान्वये नागपूर मेट्रो रेल प्रकल्प राबविण्यासाठी दिलेल्या मान्यतेच्या पार्श्वभूमीवर केंद्र शासनाने कळविलेल्या सुधारित तरतुदीनुसार केंद्रशासन, राज्यशासन व नागपूर मेट्रो रेल कॉर्पोरेशन लि. यांच्या दरम्यान माहे जुलै, २०१५ मध्ये करण्यात आलेल्या त्रिपक्षीय सामंजस्य करारनाम्यास कार्यान्वयन मंजूरी देण्यात येत आहे (परिशिष्ट-१).
- (ब) तसेच राज्य शासनाने पुणे महानगर मेट्रो रेल प्रकल्पास दि. २३.१२.२०१६ च्या शासन निर्णयान्वये दिलेली मान्यता आणि केंद्र शासनाने दि. ०७.०३.२०१७ च्या पत्रान्वये कळविल्यानुसार पुणे महानगर मेट्रो रेल प्रकल्पासाठी केंद्रशासन, राज्यशासन व महाराष्ट्र मेट्रो रेल कॉर्पोरेशन लि. यांच्या दरम्यान करावयाच्या त्रिपक्षीय सामंजस्य करारनाम्याच्या मसुद्यास मान्यता देण्यात येत आहे (परिशिष्ट-२).
- (क) सदर करारनाम्याच्या पार्श्वभूमीवर राज्यशासनावर वाढणारा संभाव्य वित्तीय भार महाराष्ट्र मेट्रो रेल कॉर्पोरेशन लि. यांनी प्रकल्पांच्या अनुषंगाने स्थानिक प्राधिकरण, शासकीय / निमशासकीय संस्था त्यांच्याकडील जमिनी (डिपीआरमध्ये दर्शविलेल्या जमिनीव्यतिरीक्त) उपलब्ध करून घेऊन अशा जमिनींचे विकसन करून टीओडी, एफएसआय व इतर अनुषंगीक माध्यमामधून निर्माण होणाऱ्या आर्थिक स्रोतामधून भागविण्यास मान्यता देण्यात येत आहे.
- (ड) नागपूर व पुणे मेट्रो प्रकल्पाच्या DPR मध्ये दर्शविलेल्या बाबींशिवाय अधिकचा खर्च करावयाचा असल्यास त्यास राज्यशासनाची (वित्त विभागाची) मान्यता आवश्यक राहिल.

- (इ) नवीन करारनाम्याच्या पार्श्वभूमीवर राज्य शासनावर वित्तीय भार वाढल्यास, त्याची प्रतिपूर्ती पुणे व नागपूर SPV कंपनीकडील Escrow Account मधून करण्यास मान्यता देण्यात येत आहे.
- (ई) उपरोक्त "अ" ते "इ" येथे नमुद केल्यानुसार नागपूर मेट्रो रेल प्रकल्प व पुणे महानगर मेट्रो रेल प्रकल्पाबाबतच्या सामंजस्य करारनाम्यातील बाबींच्या अनुषंगाने संबंधित शासन निर्णयामध्ये आवश्यकतेनुसार शासनमान्यतेने बदल करण्यास मान्यता देण्यात येत आहे.

सदरचा शासन निर्णय मंत्रिमंडळाने दिनांक १३ जून, २०१७ रोजीच्या बैठकीत दिलेल्या मान्यतेनुसार व वित्त विभाग अनौपचारिक संदर्भ क्र. ८४/अर्थबळ, दिनांक २८ जुलै, २०१७ अन्वये प्राप्त मान्यतेनुसार निर्गमित करण्यात येत आहे.

सदर शासन निर्णय महाराष्ट्र शासनाच्या [www.maharashtra.gov.in](http://www.maharashtra.gov.in) या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा सांकेतांक २०१७०७२९११२९०२६२२५ असा आहे. हा आदेश डिजिटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

(श्रीराम यादव)

उपसचिव, महाराष्ट्र राज्य

प्रति,

१. मा. राज्यपाल, महाराष्ट्र राज्य, यांचे सचिव.
२. मा. मुख्यमंत्री यांचे प्रधान सचिव, मंत्रालय, मुंबई ४०० ०३२.
३. मा. राज्यमंत्री (नवि) यांचे खाजगी सचिव, मंत्रालय, मुंबई ४०० ०३२.
४. मा. मुख्य सचिव, महाराष्ट्र शासन, मंत्रालय, मुंबई ४०० ०३२.
५. अपर मुख्य सचिव, गृह विभाग, मंत्रालय, मुंबई ४०० ०३२.
६. प्रधान सचिव (महसूल), महसूल व वन विभाग, मंत्रालय, मुंबई ४०० ०३२.
७. प्रधान सचिव (नवि-१), नगर विकास विभाग, मंत्रालय, मुंबई ४०० ०३२.
८. प्रधान सचिव (वित्त), वित्त विभाग, मंत्रालय, मुंबई ४०० ०३२.
९. प्रधान सचिव, नियोजन विभाग, मंत्रालय, मुंबई ४०० ०३२.
१०. प्रधान सचिव (परिवहन), गृह विभाग, मंत्रालय, मुंबई ४०० ०३२.
११. प्रधान सचिव (नवि-२), नगर विकास विभाग, मंत्रालय, मुंबई ४०० ०३२.
१२. सचिव (विशेष प्रकल्प), सामान्य प्रशासन विभाग, मंत्रालय, मुंबई ४०० ०३२.
१३. सचिव, सार्वजनिक बांधकाम विभाग, मंत्रालय, मुंबई ४०० ०३२.
१४. महानगर आयुक्त, मुंबई महानगर प्रदेश विकास प्राधिकरण, मुंबई.
१५. व्यवस्थापकीय संचालक, मुंबई मेट्रो रेल कार्पोरेशन मुंबई.
१६. विभागीय आयुक्त, पुणे विभाग, पुणे.

17. विभागीय आयुक्त, नागपूर विभाग, नागपूर.
18. जिल्हाधिकारी, पुणे.
19. जिल्हाधिकारी, नागपूर
20. पोलिस आयुक्त, पुणे.
21. पोलीस आयुक्त, नागपूर.
22. आयुक्त, पुणे महानगरपालिका, पुणे.
23. आयुक्त, पिंपरी-चिंचवड महानगरपालिका, पिंपरी-चिंचवड.
24. सभापती, नागपूर सुधार प्रन्यास, नागपूर.
25. आयुक्त, नागपूर महानगरपालिका, नागपूर.
26. महानगर आयुक्त, पुणे महानगर प्रदेश विकास प्राधिकरण, औंध, पुणे.
27. व्यवस्थापकीय संचालक, महाराष्ट्र मेट्रो रेल कार्पोरेशन, नागपूर.
28. महाव्यवस्थापक, मध्य रेल्वे, मुंबई.
29. महाव्यवस्थापक, पुणे महानगर परिवहन महामंडळ मर्यादित, पुणे.
30. संचालक, नगर रचना, मध्यवर्ती प्रशासकीय इमारत, पुणे.
31. सह सचिव, नगर रचना, नगर विकास विभाग, मंत्रालय, मुंबई 400 032.
32. उप सचिव, वित्त विभाग, मंत्रालय, मुंबई 400 032.
33. कार्यासन अधिकारी (नवि-22), नगर विकास विभाग, मंत्रालय, मुंबई.
34. निवड नस्ती (नवि-7).

पारिशिष्ट - १



No. K-14011/1(N-1)/2014-MRTS-III(Vol.II)  
Government of India  
Ministry of Urban Development  
MRTS-III  
\*\*\*\*\*

Room No.202-B,  
Nirman Bhawan,  
New Delhi-110108.  
Dated: 1<sup>st</sup> July, 2015

To

11/20/2015

Principal Secretary,  
Urban Development Department,  
Government of Maharashtra,  
Madam Cama Road,  
Mantralaya, Mumbai- 400 032.

**Subject : Nagpur Metro Rail Project - Memorandum of Understanding (MoU)**

Sir,

The undersigned is directed to refer to Govt. of Maharashtra's letter No. NANI/PRA-3314/C.R.48/UD-7 dated 4<sup>th</sup> July, 2015 on the above mentioned subject and to forward herewith a copy of Memorandum of Understanding (MoU) signed between Govt. of India, Govt. of Maharashtra & Nagpur Metro Rail Corporation Limited for further necessary action.

Encl: As Above.

Yours faithfully,

(Lohri Kapani)  
Under Secretary (MRTS-III)  
e-mail: [L.Kapani@moa.gov.in](mailto:L.Kapani@moa.gov.in)  
Telefax: 23061358

Copy along with enclosure to : MD, NMRCL, Nagpur.



महाराष्ट्र MAHARASHTRA

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MB 026803

Nagpur Metro Rail Project

10 JUN 2015

MEMORANDUM OF UNDERSTANDING

Stamp Head Clerk Sr. Clerk

Between

Government of India (GoI), Government of Maharashtra (GoM) and  
Nagpur Metro Rail Corporation Ltd. (NMRCL)

This Memorandum of Understanding (hereinafter referred to as MoU) is made at  
\_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2015.

BETWEEN

1. The President of India, exercising executive powers of the Government of India, (hereinafter referred to as "GoI") (which expression unless repugnant to the context or meaning thereof includes his executors and official assigns) represented by the Secretary to Government of India, Ministry of Urban Development having Office at Nirman Bhawan, New Delhi, of the First Part.
2. The Governor of State of Maharashtra exercising executive powers of the Government of Maharashtra, (hereinafter referred to as "GoM") (which expression unless repugnant to the context or meaning thereof includes his executors and official assigns) represented by the Chief Secretary, Government of Maharashtra, having Office at Mantralaya, Mumbai, Maharashtra of the Second Part and

MoU NMRCL

W. B. ...

As per ...

T. ...

3. Nagpur Metro Rail Corporation Limited, (herein after referred to as "NMRCL" or "the Company") a company incorporated under the Companies Act, 2013 on (date)(month) 2014 presently Joint Venture Company of GoI and GoM within the meaning of the Companies Act, 2013) (which expression unless repugnant to the context or meaning thereof includes his executors and official assignees) represented by its Managing Director, having Registered Office at Nagpur Improvement Trust (hereinafter referred as NIT), Station Road, Sadar, Nagpur-440001 of the Third Part

## 1.0 PREAMBLE

- 1.1 To provide Nagpur with a fast, reliable, convenient, efficient, modern and affordable mode of public transport, as a solution to the City's growing transport needs, GoM felt the need for an efficient mass rapid transit system in Nagpur and decided to implement the Nagpur Metro Railway project in two corridors i.e from Automotive Sq. to MIHAN and Prajapati Square to Lokmanya Nagar covering a total length of 38.215km (partly elevated and partly at grade) and forwarded the proposal to GoI for sanction.
- 1.2 The GoI conveyed its approval for the implementation of the rail-based mass rapid transit system called Nagpur Metro Rail Project (hereinafter referred to as 'the Project') covering a length of 38.215km in two corridor at an approved completion cost of Rs.8580 cr (inclusive of escalation and estimated Central and State taxes) to be completed in one phase by NMRCL subject to conditions stipulated in sanction letter No.K-14011/1(N-1)/2014/MRTS-III dt.21<sup>st</sup>. August 2014. The letter, appended as Annexure-'A', forms part and parcel of this MoU. Any further extensions or phases of Nagpur Metro Rail project as approved by GoI from time to time will also form part and parcel of this MoU.
- 1.3 The Project will be implemented as a Central Sector Project and will be implemented through the Executing Agency, i.e. NMRCL which will work as a Special Purpose Vehicle (SPV) for the implementation of the project with GoI and GoM being the joint promoters with equal equity holding.
- 1.4 In this context, GoI, GoM and NMRCL deem it necessary and expedient to record their understandings, commitments, obligations, covenants, and their interfaces in the form of this MoU.
- 1.5 Now, it is hereby agreed between GoI, GoM and NMRCL as follows:-

## 2.0 INTERPRETATIONS

- 2.1 In this MoU:
- the paragraph headings and numberings are for convenience only and shall be ignored in the interpretation of this Agreement;
  - the singular includes the plural and vice versa;
  - reference to any agreement, enactment, ordinance or regulation includes any amendment, modification or replacement thereof or supplement thereto, in whole or in part;
  - reference to Articles, Paragraphs, Subparagraphs, Schedules and Appendices, are, unless the context otherwise requires, references to Articles, Paragraphs, Subparagraphs, Schedule and Appendices, respectively, of this Agreement; and
  - The words include, including and among other things shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

### 3.0 TERM

- 3.1 This MoU shall be effective and continue to be valid till such time the GoI holds equity in NMRCL.

### 4.0 OBJECT & SCOPE

- 4.1 The object of this MoU is to set out the broad principles of cooperation and modalities that will guide and govern the role of the Parties in the effective implementation of the said Project.

### 5.0 DESIGN AND TECHNOLOGY

- 5.1 The design and technology of the system to be implemented will be in accordance with the Detailed Project Report (DPR) prepared by Delhi Metro Rail Corporation Limited (DMRC) in November 2013, which has been approved by GoM and GoI, subject to such modifications as may be approved by the Board of NMRCL or GoI as per the powers delegated.

### 6.0 INSTITUTIONAL ARRANGEMENT

- 6.1 The Project will be implemented by Joint Venture Company with GoI and GoM as equal partners. The executing agency i.e. NMRCL, which is a company established under Companies Act, 2013 will work as Special Purpose Vehicle for the implementation of the project.
- 6.2 NMRCL shall generally adopt the guidelines of the Department of Public Enterprises, Department of Economic Affairs (DEA) and the Central Vigilance Commission (CVC) as necessary to strengthen the Corporate Governance and shall be subject to Parliamentary Scrutiny.

### 7.0 LEGISLATION

- 7.1 Legal cover for the Nagpur Metro Rail Project shall be governed by the provisions of the Metro Railways (Construction of Works) Act, 1978, the Railways Act 1989 and the Metro Railways (Operation and Maintenance) Act, 2002, as amended through Metro Railways (Amendment) Act, 2009 or such amendments or legislation made from time to time as may be decided by the GoI.

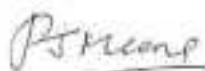
### 8.0 PROJECT IMPLEMENTATION PERIOD

- 8.1 The project is scheduled to be completed by March, 2018 as per GoI sanction letter.

### 9.0 COST OF THE PROJECT

- 9.1 The approved completion cost of the Project is Rs. 8580cr (Rupees Eight thousand six hundred eighty crores only) (including escalation, central and state taxes and duties). For the purpose of computing the project cost for GoI (excluding land acquisition and State Taxes) is Rs. 7777 crores (Rupees Seven thousand seven hundred seventy seven crores only) as approved by GoI under its letter dated 21.8.2014.









- 10.1 The financing of the Project would be done through a mix of equity, interest-free sub-ordinate debt and senior term debt [including borrowing from Japan International Co-operation Agency (JICA) or any other multilateral/international/domestic financial institution]. The estimated cost of Rs.6680/-crores(Rupees eight thousand six hundred eighty crores only) will be financed as follows:

Source	Amount (₹ crore)	% of contribution (excluding State Taxes and Land Acquisition Cost)
GoI Equity	1114	14.32%
GoI Subordinate Debt for 50% Central Taxes	441	5.67%
<b>GoI Total</b>	<b>1555</b>	<b>19.99%</b>
GoM Equity	1114	14.32%
GoM Subordinate Debt for 50% Central Taxes	441	5.67%
Grant from Nagpur Improvement Trust (NIT)	73	0.94%
Grant from Nagpur Municipal Corporation (NMC)	73	0.94%
Bilateral/Multilateral/Market Loan	4521	68.13%
<b>Total Project Completion Cost (excluding Land acquisition cost and State Taxes)</b>	<b>7777</b>	<b>100%</b>
GoM (SD for State Taxes)	181	
NIT (Grant towards State Taxes)	78	
NIT contribution for Land Acquisition Cost	283	
NMC contribution for Land Acquisition Cost	361	
<b>Total Project Completion Cost</b>	<b>6680</b>	

GoI and GoM would contribute Rs. 1114/- crores (Rupees One thousand one hundred fourteen crores only) each equally over the project period as the equity aggregating to Rs. 2228/- crores (Rupees Two thousand two hundred and twenty eight crores only).

- 10.2 The Subordinate debt from GoI and GoM towards 50% of central taxes will be Rs. 441/- crores (Rupees Four hundred forty one crores only) each.
- 10.3 The GoI financial support for the project shall be ringfenced to Rs.1555/- crores (Rupees One thousand five hundred fifty five crores only), being 17.92% of the current total project completion cost, and this would be suitably incorporated in the Shareholders' Agreement also.
- 10.4 GoM shall provide Subordinate debt to the tune of Rs.181/- crores (Rupees One hundred eighty one crores only) towards state taxes and Nagpur Improvement Trust shall grant Rs. 78/- crores (Rupees Seventy eight crores only) towards state taxes.
- 10.5 There will be no waiver of Central taxes/duties by GoI

#### 11.0 COST ESCALATION

- 11.1 Any cost escalation due to change in the statutory central duties/levies shall be shared equally between GoI and GoM. Any cost escalation due

to price escalation, exchange rate variation, and change in scope or avoidable delay within and beyond approved time cycle as well as inclusion of essential items not reflected in DPR shall be entirely borne by GoM.

**12.0 OBLIGATIONS OF GoM:**

- 12.1 GoM shall bear the complete cost of land acquisition, resettlement and rehabilitation (R&R) (including escalation). Any cost escalation due to change in the statutory central duties/levies shall be shared equally between GoI and GoM. Any cost escalation due to price escalation, exchange rate variation, and change in scope or avoidable delay within and beyond approved time cycle as well as inclusion of essential items not included in DPR shall be entirely borne by GoM.
- 12.2 To arrange alternative financing from sources other than GoI, if even after the approval of the GoI, the JICA loan/any other multilateral loan does not come through in 'two years' time.
- 12.3 To arrange national (from sources other than GoI budget)/bilateral/multilateral financing at a time and with a partner of its choice, in consultation with DEA, if GoM so chooses and subject to approval by Govt. of India.
- 12.4 To grant and cause its instrumentalities to accord all necessary approvals, consents, clearances, sanctions, etc., as are necessary for the smooth and timely implementation of the Project subject to all applicable laws and Rules and Regulations in force from time to time.
- 12.5 To provide assistance in disposing of, resist and resolve any obstacle or impediment created or placed by any person to thwart or challenge the implementation of the Project or any part, thereof.
- 12.6 To expeditiously acquire land/properties identified in the alignment, free from encroachments and encumbrances, and handover possession of the same to the NMRCL, and also to ensure that land acquisition shall not become reason for delay in implementation of the project.
- 12.7 GoM covenants that it will not restrict the use of the land in any way and that the NMRCL shall, at all times, have full freedom and discretion to develop and use the land, subject to zoning or rezoning of the land or any part thereof, in a manner consistent with its intended use only in the Project and subject to all applicable laws Rules and Regulations, in force from time to time.
- 12.8 To facilitate compensation mechanism based on issuance of Transfer of Development Rights (TDRs) in lieu of cash compensation for acquisition of land for the Project.
- 12.9 To provide all such necessary assistance reasonably requested by the NMRCL with respect to clearances and change in use of the land use including commercial exploitation thereof with a view to improving the financial sustainability of NMRCL, subject to all applicable laws in force, from time to time.
- 12.10 To endeavor to make available electric power to the project on a no-profit-no-loss basis, subject to the applicable laws and orders of the State Electricity Regulatory Commission.



- 12.11 To subscribe towards equity share capital of the NMRCL as approved by the GoM totalling Rs. 1114.00crs (Rupees one thousand one hundred and fourteen crores only) and release the equity capital to the extent possible, before senior term debt is drawn with the objective of minimising the interest burden on the project.
- 12.12 To provide subordinate debt of Rs. 441/- crores (Rs four hundred and forty one crores only) as GoM's 50% share to meet central taxes/levies, for utilization of NMRCL to the extent possible before taking recourse to senior term debt for minimizing the interest burden.
- 12.13 To provide subordinate debt towards State Taxes so as to ensure that the SPV is not burdened with this expenditure before commercial operations date (COD).
- 12.14 In case grant assistance not envisaged herein subsequently becomes available to the project then to that extent subordinate debt provided by GoM towards the State taxes/local taxes shall be proportionately reduced.
- 12.15 To bear complete cost of land acquisition, including escalation, re-settlement and rehabilitation, for the project.
- 12.16 To bear any cost escalation as may be approved by Government of India.
- 12.17 To initiate or amend, any law, rule, order or notification necessary or desirable for the implementation of the Project, subject to the provisions of the law and the Constitution of India.
- 12.18 To ensure price based measures to promote and facilitate metro ridership, as part of an integrated traffic rationalisation plan and comprehensive mobility plan for Nagpur city with a view to ensure that the projected ridership is realized.
- 12.19 To accord high priority for integration of various modes of transport, including non-motorised modes, which would act as feeder/evacuation system to the Nagpur Metro with a view to improve the ridership including adequate parking at stations, improvement in city bus service to introduce modern ITS enabled buses, public cycle system, National Common Mobility Card 'MORE', and integrated ticketing across all modes of transport.
- 12.20 To constitute a High Powered Committee (HPC) under the chairmanship of the Chief Secretary of GoM with the composition of other members like Secretaries of the concerned departments of the State Government, heads of Civic Bodies etc., to address and sort out all State level issues regarding implementation, particularly with regard to land acquisition, diversion of utilities, shifting of structures in the project alignment, rehabilitation of project affected persons, multi-modal integration and such other matters where the State Govt. has to facilitate quick action. The Committee so constituted shall normally meet once in a month or more often if required, to sort out all these issues expeditiously.
- 12.21 GoM shall finance cash losses, if any, and capital expenditure during the operational phase from its own resources in case the same cannot be provided by NMRCL.



- 12.22 To make statutory arrangement for periodic fare revision for not only the proposed Metro but also for other competing modes (excluding Sub-Urban Railway). A mutually agreed schedule for periodic revision of fares, for the metro as well as for other modes of transports (excluding Sub-Urban Railways) issued by GoM shall form part and parcel to this MoU.
- 12.23 To ensure that city corporation shall come up with parking policy and advertisement policy for Nagpur city.
- 12.24 To set up a dedicated non fungible and revolving Urban Transport fund at City level in accordance with the guidelines received from GoI, if any.
- 12.25 GoM, to facilitate property development by the SPV near stations, depots and metro alignments to the extent possible. It would also undertake Transit Oriented Development planning for the Nagpur Metro Corridors and its influence zone, for planned development of the region.
- 12.26 GoM will not change the 50:50 equity sharing of GoI:GoM in NMRCL, except with the approval of the Government of India.
- 12.27 To bear the cost of procurement of additional rolling stock required for the passenger traffic more than the DPR estimates, if the same cannot be provided by NMRCL.
- 12.28 GoM shall repay the senior term debt as and when it becomes due on account of cash losses, in case NMRCL is not able to pay to GoI.
- 12.29 To designate one of the GoM nominees as a full time Managing Director of the company with adequate administrative experience with the prior consent of Government of India.
- 12.30 Full time Managing Director will be appointed or removed by the Board of Directors (BoD) of NMRCL only with the prior written permission of GoI.
- 12.31 The Managing Director shall not be given any other additional assignment by the GoM without prior written permission of GoI.
- 12.32 To place the State Government officers/Officers working under the control of the GoM, if required, on deputation to NMRCL under the administrative control of the Board of Directors of NMRCL.
- 12.33 To facilitate multimodal integration, including suburban railways (by involving Ministry of Railways) to provide a well-connected network in the region.
- 12.34 To facilitate and ensure that the metro rail project provides for first and last mile connectivity, accessibility and appropriate security arrangements.
- 12.35 To set up a Unified Metropolitan Transport Authority (UMTA), duly backed by legislation, to facilitate coordinated planning and implementation of projects related to urban transport and their integrated management.

W. P. S.

Aswani

T. D. S.

12.36 To set up traffic information management control centre for effective traffic monitoring and enforcement as well as for data generation and data collection for future planning.

12.37 To set up and implement National Public Transport Helpline to provide information regarding various aspects of public transport such as routes, arrival/departure times, route planning, ticketing etc. in the city.

12.37 To facilitate transfer of fund collected in Urban Transport fund at state level and city level to the NMRCL.

### 13.0 OBLIGATIONS OF GOI

13.1 To subscribe towards equity share capital of the NMRCL, totaling to Rs. 1114.00 crs (Rupees one thousand one hundred and fourteen crores only) and release the equity capital to extent possible before the Senior debt is drawn with the objective of minimizing the interest burden on the project.

13.2 To provide the Subordinate debt of Rs 441/- crores (Rupees four hundred forty one crores only) as GoI's 50% share towards central taxes/levies for utilization by NMRCL before taking recourse to senior debt to the extent possible for minimizing the interest burden.

13.3 GoI will facilitate to make available JICA loan funds or any other multilateral loan fund equivalent to Rs. 4521/-crores (Rupees Four thousand five hundred twenty one crores only) (approximately) or any such additional amount as sanctioned, directly to NMRCL through gross budgetary resources in the form of Pass Through Assistance on back to back basis.

13.4 To approve the technical standards and specifications as well as various rules under the Central Metro Acts to be followed for the project.

13.5 To set up the Fare Fixation Committee, periodically, based on request of NMRCL in accordance with the Metro Railways (C&M) Act, 2002.

13.6 To provide for safety certification by the Commissioner of Metro Railway Safety.

13.7 Not to give any assignment to the SPV or to the MD of the Company unilaterally.

13.8 To place the annual report of NMRCL through appropriate authority before the Parliament.

13.9 To reply to Comptroller and Auditor General's (C&AG) audit observations.

13.10 To place the GoI Officers, if required, on deputation to NMRCL under the administrative control of the Board of Directors of NMRCL.

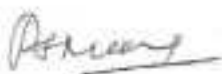
13.11 To take necessary steps for expeditious completion of land acquisition process under Metro Railways (amended) Act, 2009 on receipt of application from NMRCL.

14.0 COVENANTS, OBLIGATIONS, ETC. OF NMRCL (SPV)

- 14.1 NMRCL which has been set up as a joint venture of Gol and GoM is meant exclusively for implementation of the project and no new assignment should be given to the company by the promoters unilaterally. NMRCL shall construct, develop, commission, operate and maintain the Project, in accordance with the approved Project Schedule as stated in clause 8.1 above and applicable Laws. The phasing of expenditure during the project implementation and draw down schedule, item-wise and quarterly is enclosed (Annexure-B), which forms part and parcel of this MoU.
- 14.2 To give compensation by way of Transfer of Development Rights (TDRs), if authorised by GoM, in lieu of cash compensation for acquisition of land for metro rail project as an optional method of payment.
- 14.3 To strictly follow and comply with the prescribed codes and specifications for various items for construction and operation as well as the safety standards prescribed by the Appropriate Authorities.
- 14.4 To follow the due process, norms and rules established for undertaking of works and procurement of Goods, materials and services, for such tendering and after observing the guidelines and circulars issued by the CVC from time to time ensuring best interest of the company.
- 14.5 To open any section for public carriage of passengers only after the safety has been certified by Commissioner of Metro Railway Safety.
- 14.6 To engage Competent Operators/Drivers and other skilled operators possessing the prescribed qualifications and have passed necessary tests.
- 14.7 To undertake to pay in case of accidents, such sums as ordered by the concerned Claims Authority.
- 14.8 Not to change the funding pattern without the prior approval of the promoters.
- 14.9 Not to undertake any new assignment unless the entrustment of new assignment is agreed to between the promoters mutually.
- 14.10 To engage, recruit or employ to the extent required, personnel, employees, staff, officers, servants, labour, workmen, contractors, etc., local or otherwise, temporary or permanent, during the implementation of the Project, in its own name and account and shall alone bear and remain liable towards all or any payment of wages, salaries, perquisites, benefits, fees claims etc., thereto. Nothing in this clause shall preclude any outsourcing of functions as approved by the Board of NMRCL. Person employed on such outsourced functions shall not be treated as employees of the company.
- 14.11 It is further agreed and understood that at no stage such personnel, employees, staff, officers, servants, labour, workmen, contractors, etc., local or otherwise, temporary or permanent, recruited employed or engaged in the development, construction, commissioning and operation of the Project by NMRCL or otherwise in the project, other than those on deputation shall be held or deemed to be personnel, employees, staff, officers, servants, labour, workmen, contractors of GoM or Gol.







- 14.12 To frame its own rules, regulations, procedures, working arrangements, management, corporate governance from time to time to cover/govern all matters of administration and all other incidental and related matters not inconsistent with the provisions of the Companies Act, 2013 or the MoU.
- 14.13 To implement the project and raise senior term debt from the market with prior approval of GoI and GoM.
- 14.14 To make repayment of Subordinate debt to GoI and GoM proportionately only after repayment of entire senior term debt availed for the project.
- 14.15 NMRCL undertakes and covenants that it shall open and maintain an Escrow Account with a Scheduled Bank within the meaning of Banking Regulation Act, 1949, as may be required by the Senior Term Debt Lenders subject to such terms and conditions, validity, enforceability and performance of respective obligations and duties and to execute such agreements as may be deemed necessary and that the said Escrow Account shall remain in full force and effect till all the obligations of Senior Term Debt Lenders have been satisfied.
- 14.16 The entire loan amount disbursed by JICA or any other multilateral agency under the Loan Agreement shall be the liability of NMRCL for the purpose of repayment of loan through GoI. The repayment of loan of GoI by NMRCL shall be through an Escrow Account.
- 14.17 The debt servicing liability of NMRCL with regard to JICA or any other multilateral/bilateral loan portion shall be reckoned based on JICA or any other multilateral/bilateral loan repayment schedule received from JICA or any other multilateral funding agency in terms of Rupees.
- 14.18 NMRCL shall generally adopt the guidelines of the Department of Public Enterprises, GoI, the Ministry of Finance, GoI and the Central Vigilance Commission in the best interest of the company as necessary to strengthen the corporate governance and shall be subject to scrutiny by the Parliament and the State Legislature.

#### 15.0 ORGANISATIONAL SET-UPOF NMRCL

- 15.1 The management of the company vests entirely with the Board of Directors (BoD) consisting of ten (10) Directors, each promoter nominating five Directors.
- 15.2 GoI shall be entitled to appoint five (5) Directors including Secretary, MoUD as Chairman of the Board. GoM shall be entitled to appoint 4 Directors and a Managing Director (full time)
- 15.3 The fulltime Managing Director shall be the nominee of GoM and shall be appointed or removed by the BoD only with the prior consent of GoI. The Managing Director, whether on deputation or on absorption basis in NMRCL shall be fully accountable to the Board.
- 15.4 The BoD shall proceed to have functional Directors, in addition to the nominee Directors forthwith as per the guidelines issued by GoI.
- 15.5 Subject to the policy and principles approved by the Board, and subject to the powers delegated by the Board, the general management of the business of the company shall be in the hands of the Managing Director, who shall have the power and authority on behalf of the company to take decisions and to enter into all contracts and to make all purchases and to do all other things as are necessary or desirable.



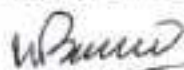




- 16.1 All additions, supplements, amendments or variations to this MoU shall be in writing after agreed to all the parties and shall be jointly signed by the duly authorized representatives of the Parties.
- 16.2 Each Party shall hold in strict confidence all confidential information received by it from the other Party, whether notified as confidential or not (herein "Confidential Information"). The Party receiving such Confidential Information shall not publish or otherwise disclose or use the Confidential Information for its own purposes (otherwise than as may be required by it, its professional advisers, or potential lenders or investors to perform its obligations) and shall cause its directors, officers, employees, servants agents and contractors, to be similarly bound by these covenants.
- 16.3 The execution, interpretation, construction and performance of this MoU shall be governed by and construed according to the Laws of India.
- 16.4 This MoU shall not constitute either Party as a partner, agent or legal representative of the other Party. Neither Party shall have any right or authority to assume, create or incur any liability or obligation of any kind, expressed or implied, against, in the name of or on behalf of the other Party except in accordance with this MoU or as may otherwise be agreed in writing by the Parties.
- 16.5 Each Party agrees to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this MoU, in furtherance of the express provisions and purposes of this MoU.
- 16.6 Any additional staff as may be required at the Ministry of Urban Development, Government of India or Government of Maharashtra to handle extra work load on account of this project, during construction, operation and maintenance phase, shall be provided by the SPV and shall be chargeable to the project. To the extent possible the staff would be on contract basis so that no permanent liability is created.
- 16.7 Subject to the provisions of the Constitution, any difference of opinion arising between GoI and GoM in the implementation of this MoU, the same will be resolved through mutual discussions or as per the institutional mechanism defined for this project in the GoI sanction letter dated 21<sup>st</sup> August, 2014.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding on the \_\_\_\_\_, by their duly authorized representatives.

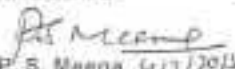
Signed Sealed and  
Delivered for and on behalf  
of the President of India



Madhusudan Prasad  
(Authorized Signatory)  
Secretary

Ministry of Urban  
Development, Govt. of  
India

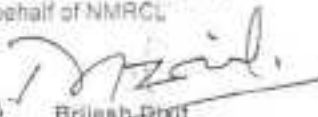
Signed Sealed and  
Delivered for and on  
behalf of the Governor  
of the Maharashtra



Dr. P. S. Meena  
(Authorized Signatory)  
Chief Secretary

Chief Secretary  
Government of Maharashtra

Signed Sealed and  
Delivered for and on  
behalf of NMRCL



Brijesh Dixit  
(Authorized Signatory)  
Managing Director,  
NMRCL

MoU NMRCL

**M. PRASAD**  
Secretary  
Ministry of Urban Development  
Nirman Bhawan, New Delhi





परिशिष्ट-२

30/3

Most Immediate  
By SPEED Post.



Government of India  
Ministry of Urban Development  
Urban Transport Wing,  
(MRTS-IV Desk)  
\*\*\*\*\*

F.No. K-14011/11/2015-MRTS-IV

Nirman Bhawan, New Delhi  
Dated the 7<sup>th</sup> March, 2017  
8<sup>30</sup> AM

OFFICE MEMORANDUM

To  
Principal Secretary  
Urban Development Department,  
Govt. of Maharashtra,  
Mantralaya,  
Mumbai-400032

Subject : Draft Memorandum of Understanding MoU for implementation of  
Pune Metro Rail Project Phase-1.

The undersigned is directed to enclose herewith a copy of Draft  
Memorandum of Understanding (MoU) to be signed between Govt of India, Govt  
of Maharashtra and Maharashtra Metro Rail Corporation Ltd. for  
implementation of Pune Metro Rail Project Phase-1 duly approved by  
competent authority for further necessary action.

Yours faithfully,

Encl: As above

O/e  
  
(Naresh Bhardwaj)  
Under Secretary (MRTS-IV)  
Tele-fax No. 23062964

Copy to :

Managing Director  
Maharashtra Metro Rail Corporation Ltd.,  
Metro House, 28/2, Anand Nagar,  
C K Naidu Road, Civil Lines,  
Nagpur - 440001



**PUNE METRO RAIL PROJECT**  
**MEMORANDUM OF UNDERSTANDING**

*Between*

**Government of India (GoI), Government of Maharashtra (GoM) and  
Maharashtra Metro Rail Corporation Limited (MAHA-METRO),  
(Formerly known as Nagpur Metro Rail Corporation Limited)**

This Memorandum of Understanding (hereinafter referred to as MoU) is made at  
.....on .....day of.....2017.

**BETWEEN**

1. The President of India, exercising executive powers of the Government of India, (hereinafter referred to as "GoI") (which expression unless repugnant to the context or meaning thereof includes his executors and official assigns) represented by the Secretary to Government of India, Ministry of Urban Development having Office at Nirman Bhawan, New Delhi, of the First Part.
2. The Governor of State of Maharashtra exercising executive powers of the Government of Maharashtra, (hereinafter referred to as "GoM") (which expression unless repugnant to the context or meaning thereof includes his executors and official assigns) represented by the Chief Secretary, Government of Maharashtra, having Office at Mantralaya, Mumbai, Maharashtra of the Second Part and
3. Maharashtra Metro Rail Corporation Limited, (Formerly known as Nagpur Metro Rail Corporation Limited) ( hereinafter referred to as " MAHA-METRO " or " the Company ") a company incorporated under the Companies Act, 2013 on 18th February, 2015 presently Joint Venture Company of GoI and GoM within the meaning of the Companies Act, 2013) (which expression unless repugnant to the context or meaning thereof includes his executors and official assigns) represented by its Managing Director, having Registered Office at Registered office of the Company, Metro House, 28/2, Anand Nagar, C K Naidu Marg, Civil Lines, Nagpur 440 001 of the Third Part.

**1.0 PREAMBLE**

- 1.1 To provide Pune with a fast, reliable, convenient, efficient, modern and affordable mode of public transport, as a solution to the City's growing transport needs, GoM felt the need for an efficient mass rapid transit system in Pune and decided to implement the Pune Metro Rail Project Phase-1 covering 31.254 km in two Corridors i.e. Corridor-1: Pimpri Chinchwad Municipal Corporation (PCMC) to Swargate; covering length of 16.589 km (11.57 km elevated and 5.019 km underground) with 15

Stations and Corridor-2: (Vanaz to Ramwadi) covering 14.665 km (fully elevated) with 16 Stations, and forwarded the proposal to GoI for sanction.

1.2 The GoI conveyed its approval for the implementation of the rail-based mass rapid transit system called Pune Metro Rail Project Phase-1 (hereinafter referred to as 'the Project') covering a length of 31.254 kms in two corridors at an approved completion cost of Rs.11420cr (inclusive of Central and State taxes & duties and annual price escalation cost of 5% per year and general charges @ 5%) to be implemented by MAHA-METRO subject to conditions stipulated in the sanction letter No.K-14011/11/2015-MRTS-IV dated 9th January, 2017. The letter, appended as **Annexure-'A'**, forms part and parcel of this MoU.

1.3 The Project will be implemented as a Central Sector Project and will be implemented through the Executing Agency, i.e. MAHA-METRO which will work as a Special Purpose Vehicle (SPV) for the implementation of the project with GoI and GoM being the joint promoters with equal equity holding.

1.4 In this context, GoI, GoM and MAHA-METRO deem it necessary and expedient to record their understandings, commitments, obligations, covenants, and their interfaces in the form of this MoU.

1.5 Now, it is hereby agreed between GoI, GoM and MAHA-METRO as follows:-

## 2.0 INTERPRETATIONS

2.1 In this MoU:

- a) The paragraph headings and numberings are for convenience only and shall be ignored in the interpretation of this Agreement;
- b) The singular includes the plural and vice versa;
- c) Reference to any agreement, enactment, ordinance or regulation includes any amendment, modification or replacement thereof or supplement thereto, in whole or in part;
- d) Reference to Articles, Paragraphs, Subparagraphs, Schedules and Appendices, are, unless the context otherwise requires, references to Articles, Paragraphs, Subparagraphs, Schedule and Appendices, respectively, of this Agreement; and
- e) The words include, including and among other things shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

### **3.0 TERM**

3.1 This MoU shall be effective and continue to be valid till such time the GoI holds equity in MAHA-METRO and the debt from the GoI including the debt from any bilateral/multilateral lending agency whose repayment has been guaranteed by the GoI, is repaid in full. It is also understood, that this MoU could be further extended by mutual consent of GoM and GoI.

### **4.0 OBJECT & SCOPE**

4.1 The object of this MoU is to set out the broad principles of cooperation and modalities that will guide and govern the role of the Parties in the effective implementation of the said Project.

### **5.0 DESIGN AND TECHNOLOGY**

5.1 The design and technology of the system to be implemented will be in accordance with the Detailed Project Report (DPR) prepared by Delhi Metro Rail Corporation Limited (DMRC) in November 2013 alongwith revision which has been approved by GoM and GoI, subject to such modifications as may be approved by the Board of MAHA-METRO or GoI as per the powers delegated.

### **6.0 INSTITUTIONAL ARRANGEMENT**

6.1 The Project will be implemented by Maharashtra Metro Rail Corporation Limited (MAHA-METRO) which is a 50:50 Joint Venture Company of GoI and GoM. The executing agency i.e. MAHA-METRO which is a company established under Companies Act, 2013 will work as Special Purpose Vehicle for the implementation of the project.

6.2 Other institutional arrangements for the Project will be as given in the sanction letter No. K-14011/11/2015-MRTS-IV dated 9<sup>th</sup> January, 2017 (Annexure-A).

### **7.0 LEGISLATION**

7.1 Legal cover for the Pune Metro Rail Project Phase-1 shall be governed by the provisions of the Metro Railways (Construction of Works) Act, 1978, the Railways Act 1989 and the Metro Railways (Operation and Maintenance) Act, 2002, as amended through Metro Railways (Amendment) Act, 2009 or such amendments or legislation made from time to time as may be decided by the GoI.

## 8.0 PROJECT IMPLEMENTATION PERIOD

8.1. The project is scheduled to be completed in Five (5) years from the date of start of work, as per GoI sanction letter.

## 9.0 COST OF THE PROJECT

9.1 The approved completion cost of the Project is Rs. 11,420 crore (Rupees Eleven thousand Four hundred twenty crores only) (including central and state taxes, cost of land and resettlement and rehabilitation alongwith general charges and annual price escalation @ 5% each). For the purpose of computing the project cost for GoI (excluding land acquisition and State Taxes) is Rs.9768/-crores (Rupees Nine thousand Seven hundred Sixty Eight crores only) as approved by GoI under its letter dated 09.01.2017. Component-wise cost break-up is as indicated in GoI sanction letter dated 09.01.2017.

## 10.0 PROJECT FINANCING

10.1 The financing of the Project would be done through a mix of equity, interest-free subordinate debt and senior term debt [including borrowing from bilateral or any other multilateral financial institution]. The estimated cost of Rs.11,420/-crores (Rupees Eleven Thousand Four hundred twenty crores only) will be financed as follows;

Particulars	Amount (in Crores of Rs)	% Contribution
Equity By GOI	1,310.000	13.41%
Equity By GOM	1,310.000	13.41%
Subordinate Debt (SD) for Central Taxes by GOM (50%)	644.00	6.59%
Subordinate Debt (SD) for Central Taxes GOI (50%)	644.00	6.59%
Grant by Urban Local Bodies (ULB)	28.50	0.30%
Loan from bilateral/multilateral agencies	5,831.50	59.70%
<b>Total</b>	<b>9,768.00</b>	<b>100.00%</b>
SD by GOM for Land including Resettlement and Rehabilitation(R&R) cost and State Taxes	302.20	

SD for Land including R&R cost and State Taxes from ULB	1210.80	
<b>Total</b>	<b>11281.000</b>	
Interest During Construction (IDC), to be borne by GoM/ Urban Local Bodies(ULB)	139.00	
<b>Grand Total</b>	<b>11420.00</b>	

GoI and GoM would contribute Rs. 1310/- crores (Rupees One thousand three hundred ten crores only) each equally over the project period as the equity aggregating to Rs. 2620/- crores (Rupees Two thousand six hundred and twenty crores only).

**10.2** The Subordinate debt from GoI and GoM towards 50% of central taxes will be Rs. 644/-crores (Rupees Six hundred forty four crores only ) each.

**10.3** The GoI financial support for the project shall be ringfenced to Rs.1954/-crores (Rupees One thousand nine hundred fifty four crores only), being 20% of the current total project completion cost, and this would be suitably incorporated in the Shareholders' Agreement also.

**10.4** GoM shall provide SD for Land including R&R cost and State Taxes to the tune of Rs.302.20/ -crores (Rupees Three hundred two crores and twenty lakhs only) and Urban Local Bodies (ULB) to the tune of Rs.1210/- crores (Rupees One thousand two hundred ten crores only) towards the same.

**10.5** There will be no waiver of Central taxes/duties by GoI

#### **11.0 COST ESCALATION**

**11.1** GoI's proposed funding, in the form of equity and subordinate debt will be ring-fenced to 20% of the total project cost i.e. Rs. 1,954 crore ( Rupees One thousand nine hundred fifty four crore only) and this should be suitably incorporated in the Shareholders Agreements. Any other cost escalation due to price escalation or exchange rate variation leading to increase in the cost of the project within or beyond the approved project time limit, inclusion of essential items not referred to in the DPR and also any other cost escalation due to change

in scope or delay beyond the approved time cycle shall be borne/met/arranged by the State Government, without recourse to GoI financing. This too would be suitably incorporated in the Shareholders Agreement. GoI share will not be released till the tripartite Memorandum of Understanding (MoU) is signed.

## **12.0 OBLIGATIONS OF GoM**

**12.1** GoM shall bear the complete cost of land acquisition, resettlement and rehabilitation (R&R). Any cost escalation due to price escalation, exchange rate variation, and change in scope or avoidable delay within and beyond approved time cycle as well as inclusion of essential items not included in DPR shall be entirely borne by GoM. The State Government shall also rework the DPR on realistic basis with adequate deliberation on the issues, if any, raised by various stake holders before going ahead with implementation to ensure sustainability of the project.

**12.2** To arrange national (from sources other than GoI budget)/bilateral/multilateral financing at a time and with a partner of its choice, in consultation with DEA, if GoM so chooses and subject to approval by Govt. of India.

**12.3** To grant and cause its instrumentalities to accord all necessary approvals, consents, clearances, sanctions, etc., as are necessary for the smooth and timely implementation of the Project subject to all applicable laws and Rules and Regulations in force from time to time.

**12.4** To provide assistance in disposing of, resist and resolve any obstacle or impediment created or placed by any person to thwart or challenge the implementation of the Project or any part, thereof.

**12.5** To expeditiously acquire land/properties identified in the alignment, free from encroachments and encumbrances, and handover possession of the same to the MAHA-METRO, and also to ensure that land acquisition shall not become reason for delay in implementation of the project.

**12.6** GoM covenants that it will not restrict the use of the land in any way and that the MAHA-METRO shall, at all times, have full freedom and discretion to develop and use the land, subject to zoning or rezoning of the land or any part thereof, in a manner consistent with its intended use only in the Project and subject to all applicable laws Rules and Regulations, in force from time to time.

**12.7** To facilitate compensation mechanism based on issuance of Transfer of Development Rights (TDRs) in lieu of cash compensation for acquisition of land for the Project.



12.8 To provide all such necessary assistance reasonably requested by the MAHA-METRO with respect to clearances and change in use of the land-use including commercial exploitation thereof with a view to improving the financial sustainability of MAHA-METRO, subject to all applicable laws in force, from time to time.

12.9 To endeavor to make available electric power to the project on a no-profit-no-loss basis, subject to the applicable laws and orders of the State Electricity Regulatory Commission.

12.10 To subscribe towards equity share capital of the MAHA-METRO as approved by the GoI totaling Rs. 1,310.00 crores (Rupees one thousand three hundred and ten crores only) and release the equity capital to the extent possible, before senior term debt is drawn with the objective of minimising the interest burden on the project.

12.11 To provide subordinate debt of Rs. 644/- crores (Rs. Six hundred and forty four crores only) as GoM's 50% share to meet central taxes/levies, for utilization of MAHA-METRO to the extent possible before taking recourse to senior term debt for minimizing the interest burden.

12.12 To provide subordinate debt towards State Taxes so as to ensure that the SPV is not burdened with this expenditure before commercial operations date (COD).

12.13 In case grant assistance not envisaged herein subsequently becomes available to the project then to that extent subordinate debt provided by GoM towards the State taxes/local taxes shall be proportionately reduced.

12.14 To bear complete cost of land acquisition, including escalation, re-settlement and rehabilitation, for the project.

12.15 To bear any cost escalation as may be approved by Government of India.

12.16 To initiate or amend, any law, rule, order or notification necessary or desirable for the implementation of the Project, subject to the provisions of the law and the Constitution of India.

12.17 To ensure price based measures to promote and facilitate metro ridership, as part of an integrated traffic rationalization plan and comprehensive mobility plan for Pune city with a view to ensure that the projected ridership is realized.

12.18 To accord high priority for integration of various modes of transport, including non-motorized modes, which would act as feeder/evacuation system to

the Pune Metro with a view to improve the ridership including adequate parking at stations, improvement in city bus service to introduce modern ITS enabled buses, public cycle system, National Common Mobility Card, and integrated ticketing across all modes of transport.

**12.19** To constitute a High Powered Committee (HPC) under the chairmanship of the Chief Secretary of GoM with the composition of other members like Secretaries of the concerned departments of the State Government, heads of Civic Bodies etc., to address and sort out all State level issues regarding implementation, particularly with regard to land acquisition, diversion of utilities, shifting of structures in the project alignment, rehabilitation of project affected persons, multi-modal integration and such other matters where the State Govt. has to facilitate quick action. The Committee so constituted shall normally meet once in a month or more often if required, to sort out all these issues expeditiously.

**12.20** GoM shall finance cash losses, if any, and capital expenditure during the operational phase from its own resources in case the same cannot be provided by MAHA-METRO.

**12.21** To make statutory arrangement for periodic fare revision for not only the proposed Metro but also for other competing modes (excluding Sub-Urban Railway). A mutually agreed schedule for periodic revision of fares, for the metro as well as for other modes of transports (excluding Sub-Urban Railways) issued by GoM shall form part and parcel of this MoU.

**12.22** To ensure that city corporation shall come up with parking policy and advertisement policy for Pune city.

**12.23** To set up a dedicated non fungible and revolving Urban Transport fund at City level in accordance with the guidelines received from GoI, if any.

**12.24** GoM, to facilitate property development by the SPV near stations, depots and metro alignments to the extent possible. It would also undertake Transit Oriented Development planning for the Metro Corridors and its influence zone, for planned development of the region.

**12.25** GoM will not change the 50:50 equity sharing of GoI: GoM in MAHA-METRO, except with the approval of the Government of India.

**12.26** To bear the cost of procurement of additional rolling stock required for the passenger traffic more than the DPR estimates, if the same cannot be provided by MAHA-METRO.

**12.27** GoM shall repay the senior term debt as and when it becomes due on account of cash losses, in case MAHA-METRO is not able to pay to GoI.

**12.28** To designate one of the CoM nominees as a full time Managing Director of the company with adequate technical experience with the prior consent of Government of India.

**12.29** Full time Managing Director will be appointed or removed by the Board of Directors (BoD) of MAHA-METRO only with the prior written permission of Gol.

**12.30** The Managing Director shall not be given any other additional assignment by the GoM without prior written permission of Gol.

**12.31** To place the State Government officers/Officers working under the control of the GoM, if required, on deputation to MAHA-METRO under the administrative control of the Board of Directors of MAHA-METRO.

**12.32** To facilitate multimodal integration, including suburban railways (by involving Ministry of Railways) to provide a well-connected network in the region.

**12.33** To facilitate and ensure that the metro rail project provides for first and last mile connectivity, accessibility and appropriate security arrangements.

**12.34** To set up a Unified Metropolitan Transport Authority (UMTA), duly backed by legislation, to facilitate coordinated planning and implementation of projects related to urban transport and their integrated management.

**12.35** To set up Traffic Information Management Control Center (TIMCC) for effective traffic Monitoring and enforcement as well as for data generation and data collection for future planning.

**12.36** To set up and implement National Public Transport Helpline (NPTH) to provide information regarding various aspects of public transport such as routes, arrival/departure times, route planning, ticketing etc. in the city.

**12.37** To facilitate transfer of fund collected in Urban Transport Fund (UTF) at state level and city level to the MAHA-METRO.

### **13.0 OBLIGATIONS OF GOI**

**13.1** To subscribe towards equity share capital of the MAHA-METRO, totaling to Rs. 1,310.00 crores (Rupees one thousand three hundred and ten crores only) and release the equity capital to extent possible before the Senior debt is drawn with the objective of minimizing the interest burden on the project.

**13.2** To provide the Subordinate debt of Rs 644/-crores (Rupees six hundred forty four crores only) as Gol's 50% share towards central taxes/levies

for utilization by MAHA-METRO before taking recourse to senior debt to the extent possible for minimizing the interest burden.

**13.3** GoI will facilitate to make available bilateral loan fund or any other multilateral loan fund equivalent to Rs. 5,831.50/-crores (Rupees Five thousand eight hundred thirty one crores and fifty lakhs only) (approximately) or any such additional amount as sanctioned, directly to MAHA-METRO as per the provisions of the contract.

**13.4** To approve the technical standards and specifications as well as various rules under the Central Metro Acts to be followed for the project.

**13.5** To set up the Fare Fixation Committee, periodically, based on request of MAHA-METRO in accordance with the Metro Railways (O&M) Act, 2002 as amended from time to time.

**13.6** To provide for safety certification by the Commissioner of Metro Railway Safety.

**13.7** Not to give any assignment to the SPV or to the MD of the Company unilaterally.

**13.8** To place the annual report of MAHA-METRO through appropriate authority before the Parliament.

**13.9** To reply to Comptroller and Auditor General's (C&AG) audit observations.

**13.10** To place the GoI Officers, if required, on deputation to MAHA-METRO under the administrative control of the Board of Directors of MAHA-METRO.

**13.11** The Government of India would **not** finance cash losses and capital expenditure during the operational phase and its requirements would be financed by the SPV and / or the State Government from its own resources.

**13.12** There will be no liability on the part of the Government of India if the ridership does not materialize and/ or the project does not make adequate profits/surplus.

**13.13** Procurement of Additional Rolling Stock: Government of India will not share any cost towards procurement of additional rolling stock in the second and subsequent years of operation, as this would not be a part of the project cost.

the Board of MAHA-METRO. Person employed on such outsourced functions shall not be treated as employees of the company.

**14.11** It is further agreed and understood that at no stage such personnel, employees, staff, officers, servants, labour, workmen, contractors, etc., local or otherwise, temporary or permanent, recruited employed or, engaged in the development, construction, commissioning and operation of the Project by MAHA-METRO or otherwise in the project, other than those on deputation shall be held or deemed to be personnel, employees, staff, officers, servants, labour, workmen, contractors of GoM or Gol.

**14.12** To frame its own rules, regulations, procedures, working arrangements, management, corporate governance from time to time to cover/govern all matters of administration and all other incidental and related matters not inconsistent with the provisions of the Companies Act, 2013 or the MoU.

**14.13** To implement the project and raise senior term debt from the market with prior approval of Gol and GoM.

**14.14** To make repayment of Subordinate debt to Gol and GoM proportionately only after repayment of entire senior term debt availed for the project.

**14.15** MAHA-METRO undertakes and covenants that it shall open and maintain an Escrow Account with a Scheduled Bank within the meaning of Banking Regulation Act, 1949, as maybe required by the Senior Term Debt Lenders subject to such terms and conditions, validity, enforceability and performance of respective obligations and duties and to execute such agreements as may be deemed necessary and that the said Escrow Account shall remain in full force and effect till all the obligations of Senior Term Debt Lenders have been satisfied. Gol shall have the first charge on the Escrow Account.

**14.16** The entire loan amount disbursed by bilateral or any other multilateral agency under the Loan Agreement shall be the liability of MAHA-METRO for the purpose of repayment of loan through Gol. The repayment of loan of Gol by MAHA-METRO shall be through an Escrow Account.

**14.17** The debt servicing liability of MAHA-METRO with regard to bilateral or any other multilateral/bilateral loan portion shall be reckoned based on bilateral or any other multilateral loan repayment schedule received from said funding agency.

**14.18** MAHA-METRO shall generally adopt the guidelines of the Department of Public Enterprises, Gol, the Ministry of Finance, Gol and the Central Vigilance Commission in the best interest of the company as necessary to

#### **14.0 COVENANTS, OBLIGATIONS, ETC. OF MAHA-METRO(SPV)**

- 14.1** MAHA-METRO which has been set up as a joint venture of GoI and GoM is meant exclusively for implementation of metro rail projects in the state of Maharashtra outside Mumbai Metropolitan Region and no new / other assignments should be given to the company by the promoters unilaterally. MAHA-METRO shall construct, develop, commission, operate and maintain the Projects, in accordance with the approved Project Schedule as stated in clause 8.1 above and applicable Laws. The phasing of expenditure during the project implementation and draw down schedule, item-wise and monthly/quarterly will be decided by GoI and GoM separately.
- 14.2** To give compensation by way of Transfer of Development Rights (TDRs), if authorised by GoM, in lieu of cash compensation for acquisition of land for metro rail project as an optional method of payment.
- 14.3** To strictly follow and comply with the prescribed codes and specifications for various items for construction and operation as well as the safety standards prescribed by the Appropriate Authorities.
- 14.4** To follow the due process, norms and rules established for undertaking of works and procurement of Goods, materials and services, for such tendering and after observing the guidelines and circulars issued by the CVC from time to time ensuring best interest of the company.
- 14.5** To open any section for public carriage of passengers only after the safety has been certified by Commissioner of Metro Railway Safety.
- 14.6** To engage Competent Operators/Drivers and other skilled operators possessing the prescribed qualifications and have passed necessary tests.
- 14.7** To undertake to pay in case of accidents, such sums as ordered by the concerned Claims Authority.
- 14.8** Not to change the funding pattern without the prior approval of the promoters.
- 14.9** Not to undertake any new assignment unless the entrustment of new assignment is agreed to between the promoters mutually.
- 14.10** To engage, recruit or employ to the extent required, personnel, employees, staff, officers, servants, labour, workmen, contractors, etc., local or otherwise, temporary or permanent, during the implementation of the Project, in its own name and account and shall alone bear and remain liable towards all or any payment of wages, salaries, perquisites, benefits, fees claims etc., thereto. Nothing in this clause shall preclude any outsourcing of functions as approved by

strengthen the corporate governance and shall be subject to scrutiny by the Parliament and the State Legislature.

**14.19** The SPV shall be bound by such directions on question of policy, as the Central Government may give in writing from time to time after giving due opportunity to the SPV to express its views before giving any direction.

## **15.0 ORGANISATIONAL SET-UP OF MAHA-METRO**

**15.1** The management of MAHA-METRO vests entirely with the Board of Directors (BoD) consisting of ten (10) Directors, each promoter nominating five Directors noting that it is neither a Central PSU nor a State PSU, but a Board governed Company.

**15.2** GoI shall be entitled to appoint five (5) Nominee Directors including Chairman of the Board. GoM shall be entitled to appoint five (5) Nominee Directors including Managing Director (full time).

**15.3** The full time Managing Director with adequate technical experience, will be the nominee of GoM and will be appointed or removed by the BoD only with the prior written permission of GoI. The Managing Director shall not be given any other /additional assignment by GoM without the prior written permission of MoUD, GoI. The Managing Director, shall be fully accountable to the Board.

**15.4** The BoD shall also have "Functional Directors" and other Directors as mandated under the Companies Act, 2013, in addition to the 10 nominees Directors.

**15.5** Subject to the policy and principles approved by the Board, and subject to the powers delegated by the Board, the general management of the business of the company shall be in the hands of the Managing Director, who shall have the power and authority on behalf of the company to take decisions and to enter into all contracts and to make all purchases and to do all other things as are necessary or desirable.

## **16.0 GENERAL**

**16.1** All additions, supplements, amendments or variations to this MoU shall be in writing after agreed to all the parties and shall be jointly signed by the duly authorised representatives of the Parties,

**16.2** Each Party shall hold in strict confidence all confidential information received by it from the other Party, whether notified as confidential or not (herein "Confidential Information"). The Party receiving such Confidential Information shall not publish or otherwise disclose or use the Confidential Information for its

own purposes (otherwise than as may be required by it, its professional advisers, or potential lenders or investors to perform its obligations) and shall cause its directors, officers, employees, servants agents and contractors, to be similarly bound by these covenants.

**16.3** The execution, interpretation, construction and performance of this MoU shall be governed by and construed according to the Laws of India.

**16.4** This MoU shall not constitute either Party as a partner, agent or legal representative of the other Party. Neither Party shall have any right or authority to assume, create or incur any liability or obligation of any kind, expressed or implied, against, in the name of or on behalf of the other Party except in accordance with this MoU or as may otherwise be agreed in writing by the Parties.

**16.5** Each Party agrees to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this MoU, in furtherance of the express provisions and purposes of this MoU.

**16.6** Subject to the provisions of the Constitution, any difference of opinion arising between GoI and GoM in the implementation of this MoU, the same will be resolved through mutual discussions or as per the institutional mechanism defined for this project in the GoI sanction letter dated 9<sup>th</sup> January, 2017.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding on the .....day of ..... , 2017 by their duly authorized representatives.

Signed Sealed and  
Delivered for and on  
behalf of the President  
of India

Signed Sealed and  
Delivered for and on  
behalf of the Governor of  
the Maharashtra

Signed Sealed and  
Delivered for and on  
behalf of MAHA-METRO

**Rajiv Guaba**  
(Authorised Signatory)

**Secretary**  
Ministry of Urban  
Development, Govt.  
of India

**Swadheen Kshatriya**  
(Authorised Signatory)

**Chief Secretary**  
Govt. of Maharashtra

**Brijesh Dixit**  
(Authorised Signatory)

**Managing Director**  
MAHA-METRO