क्रमांक : पी.आर.डी.-३३१/प्र.क्र.१४/भव.७

हंडाणे: २६ जुलै, २०२०.

महानगर आयुक्त,
पुणे महानगर प्रदेश विकास प्राधिकरण,
सं.सं.१३-१५, महाराष्ट्र सरकार गायकवाड़, उद्योग भवन, अंक. पु.

विषय : पुणे मेट्रो लाइंट-३ (हिंदूरी ते शिवाजीगार) मेट्रो रेल्वे प्रकल्प सार्वजनिक खाने पुराणे हातांत सरकाराचा कार्यक्रम - पुरुष कार्य मसूर्दास मानास देण्यावाट.

संदर्भ :- १) आपल्या पत्र KG/पुणे/०६.५८/प्र.क्र.२५१/२६/शाखा/२, दि.०८.०५.२०२०.
२) शासन सम्बोधित पत्र दि.१९.९.२०१९ व दि.२०.५.२०१९.

महादेश,

पीएमआरडीए व लाईट-३ हिंदूरी ते शिवाजीगार या प्रकल्पाचा सवलतकार सहभागी करावायचा व प्राधिकरणाचा यात्रूची माध्यम सदर केलेल्या करारामांडप्याचा मसूर्दास मानास देण्यावाट महत्त्वाचे होते शासन पत्र दि.१९.०१.२०१९ व दि.२०.०१.२०१९ अनुसार उक्त प्राधिकरण नमूद अंत्य व शासनाची अधिक चर्चा असल्यास रहून मानास देण्यावाट आहे. साधारण मानास देण्यावाट आहे. त्यामुळे, पीएमआरडीए व सवलतकार कंपनी, पुणे आयटी सिटी मेट्रो रेल नव्हेतात यांचा दरम्यान दि.२१ सितंबर २०१९ रोजी सवलत करारामांडप्याचा स्वाभाविक करण्याचा आवश्यकता आहे.

२) या संदर्भात पुणे महानगर प्रदेश विकास प्राधिकरणाचे येथे स्थापित विद्यागार थांबल्यास अधिकाच दरवर्ती पुणे पाइन त्या ठिकाणी तांत्रिक-टेक्नोलॉजी योग्य अनुभवाचे खाने अनुभवाचे अर्थ रुपांतरण सर्वांगेचा कार्यक्रम लागू करून घेऊन अधिकारी, पीएमआरडीए व सवलतकार कंपनी, पुणे आयटी सिटी मेट्रो रेल मध्यवर्ती यांचा दरम्यान कार्यक्रम पुरूष करारामांडप्याचा मसूर्दास मानास देण्यावाट दि.०८/०५/२०२० या पट्टनवर विनंती केली आहे. त्या अनुभवांना हातांत सर्वांगेनुसार पुरूष करारामांडप्याचा मसूर्दास (सावधान जोडयावर) शासनाची मानास देण्यावाट येत आहे.

अ) या कारावाणीमुळे भेंडून स्थापित विद्यागार शासनावर चेंडू येणार नाही.
ब) पीएमआरडीए याचा प्रकल्प प्राधिकरणाचे अनुभवांना भेंडून याचा आधिक भांतिकाबाबत सक्षम प्राधिकरणाच्या मानासाचे आवश्यक राहिल.
क) तसेच, प्रकल्पामुळे होणारा लाभाचे विचारात भेंडून पुणे महानगरपालिकेच रोज प्रत्येक झंडिंचा विनंती ५०% भाग उठवण, अशा दिवसांनी विनंती करण्याचा आवश्यक आहे
ड) प्रस्तावित प्रकल्पाकरून अन्य संबंधित प्राधिकरणाच्या आवश्यक असलेल्या मंजूर या पुणे महानगर प्रदेश विकास प्राधिकरणाचे आवश्यक राहिल.

आपल्या

(विनंती विभाग)
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 U45100PN2019PLC182765 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 central 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-8 (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 central 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 central 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:

- 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.
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:

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: 