

ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

1. ಚುಕ್ಕೆ ಗುರುತಿಲ್ಲದ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ : 517
2. ಸದಸ್ಯರ ಹೆಸರು : ಶ್ರೀ ಸಿ.ಟಿ ರವಿ (ವಿಧಾನ ಸಭೆಯಿಂದ ಚುನಾಯಿತರಾದವರು)
3. ಉತ್ತರಿಸಬೇಕಾದ ದಿನಾಂಕ : 11.03.2025
4. ಉತ್ತರಿಸುವವರು : ಉಪ ಮುಖ್ಯಮಂತ್ರಿಗಳು

ಕ್ರ. ಸಂ.	ಪ್ರಶ್ನೆ	ಉತ್ತರ												
ಅ)	ಬೆಂಗಳೂರು ನಗರದಲ್ಲಿ ಒಟ್ಟು ಎಷ್ಟು ಮಾರ್ಗಗಳಲ್ಲಿ ಮೆಟ್ರೋ ಕಾರ್ಯಾಚರಿಸುತ್ತಿದೆ; ನಮ್ಮ ಮೆಟ್ರೋಗಾಗಿ ಈವರೆಗೆ ವೆಚ್ಚ ಆಗಿರುವ ಹಣ ಎಷ್ಟು; ಇದರಲ್ಲಿ ಕೇಂದ್ರ ಮತ್ತು ರಾಜ್ಯ ಸರ್ಕಾರದ ಪಾಲೆಷ್ಟು; ಮೆಟ್ರೋಗಾಗಿ ಪಡೆದಿರುವ ಸಾಲ ಎಷ್ಟು;	<p>ಬೆಂಗಳೂರು ಮೆಟ್ರೋ ಪ್ರಸ್ತುತ ಎರಡು ಮಾರ್ಗಗಳಲ್ಲಿ ಕಾರ್ಯ ನಿರ್ವಹಿಸುತ್ತಿದೆ.</p> <ol style="list-style-type: none"> 1. ನೇರಳೆ ಮಾರ್ಗ (ವೆಟ್‌ಫೀಲ್ಡ್ ನಿಂದ ಚಲ್ಲಘಟ್ಟದ ವರೆಗೆ) - ಪೂರ್ವದಿಂದ ಪಶ್ಚಿಮ 43.49 ಕಿ.ಮೀ ಉದ್ದವಿದ್ದು 37 ನಿಲ್ದಾಣಗಳನ್ನು ಒಳಗೊಂಡಿರುತ್ತದೆ. 2. ಹಸಿರು ಮಾರ್ಗ (ಮಾದವರ ದಿಂದ ಸಿಲ್ಕ್ ಇನ್ಸ್ಟಿಟ್ಯೂಟ್ ವರೆಗೆ) - ಉತ್ತರದಿಂದ ದಕ್ಷಿಣ 33.46 ಕಿ.ಮೀ ಉದ್ದವಿದ್ದು 31 ನಿಲ್ದಾಣಗಳನ್ನು ಒಳಗೊಂಡಿರುತ್ತದೆ. <p>ನಮ್ಮ ಮೆಟ್ರೋ ನಿರ್ಮಾಣಕ್ಕಾಗಿ ಈವರೆಗೆ ರೂ. 53,572.40 ಕೋಟಿಗಳ ವೆಚ್ಚವಾಗಿರುತ್ತದೆ.</p> <p>ಕೇಂದ್ರ ಹಾಗೂ ರಾಜ್ಯ ಸರ್ಕಾರದಿಂದ ಬಿಡುಗಡೆಯಾಗುವ ಅನುದಾನ ಮತ್ತು ಸಾಲಗಳ ವಿವರಗಳು ಈ ಕೆಳಗಿನಂತಿವೆ:</p> <p align="center">(ರೂ. ಕೋಟಿಗಳಲ್ಲಿ)</p> <table border="1"> <tr> <td>ಅ)</td> <td>ಕೇಂದ್ರ ಸರ್ಕಾರದ ಪಾಲು</td> <td>10,341.01</td> </tr> <tr> <td>ಆ)</td> <td>ರಾಜ್ಯ ಸರ್ಕಾರದ ಪಾಲು</td> <td>25,683.65</td> </tr> <tr> <td>ಇ)</td> <td>ಸಾಲಗಳು: (ಬಾಹ್ಯ & ಆಂತರಿಕ ಸಾಲ):</td> <td>22,255.19</td> </tr> <tr> <td></td> <td>ಒಟ್ಟು</td> <td>58279.85</td> </tr> </table>	ಅ)	ಕೇಂದ್ರ ಸರ್ಕಾರದ ಪಾಲು	10,341.01	ಆ)	ರಾಜ್ಯ ಸರ್ಕಾರದ ಪಾಲು	25,683.65	ಇ)	ಸಾಲಗಳು: (ಬಾಹ್ಯ & ಆಂತರಿಕ ಸಾಲ):	22,255.19		ಒಟ್ಟು	58279.85
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ಆ)	ನಮ್ಮ ಮೆಟ್ರೋ ನಿರ್ವಹಣೆ ಯಾರು ನಿರ್ವಹಿಸುತ್ತಿದ್ದಾರೆ; ಮೆಟ್ರೋ ನಿರ್ವಹಣೆಯಲ್ಲಿ ಕೇಂದ್ರ ಮತ್ತು ರಾಜ್ಯ ಸರ್ಕಾರದ ಪಾತ್ರಗಳೇನು; ಮೆಟ್ರೋ ಆರಂಭಕ್ಕೂ ಮುನ್ನ ಮಾಡಿಕೊಂಡಿರುವ ಒಡಂಬಡಿಕೆಗಳೇನು;	<p>ನಮ್ಮ ಮೆಟ್ರೋ ನಿರ್ವಹಣೆಯನ್ನು ಬೆಂಗಳೂರು ಮೆಟ್ರೋ ರೈಲು ನಿಗಮ ನಿಯಮಿತವು ನಿರ್ವಹಿಸುತ್ತಿರುತ್ತದೆ.</p> <p>ಮೆಟ್ರೋ ನಿರ್ವಹಣೆಯಲ್ಲಿ ಕೇಂದ್ರ ಮತ್ತು ರಾಜ್ಯ ಸರ್ಕಾರದ ಪಾತ್ರ:</p> <p>➤ ಬಿ.ಎಂ.ಆರ್.ಸಿ.ಎಲ್ ಸಂಸ್ಥೆಯು ಕೇಂದ್ರ ಮತ್ತು ರಾಜ್ಯ ಸರ್ಕಾರಗಳ ಜಂಟಿ ಸಹಯೋಗದ 50:50 ಅನುದಾನಿತ ಹಾಗೂ ಕಂಪನಿ ಕಾಯ್ದೆಯ ಅಡಿಯಲ್ಲಿ ನೋಂದಾಯಿಸಲ್ಪಟ್ಟ ಸಂಸ್ಥೆಯಾಗಿದೆ.</p>												

ಕ್ರ. ಸಂ.	ಪ್ರಶ್ನೆ	ಉತ್ತರ
		<p>➤ ಮೆಟ್ರೋ ಯೋಜನೆಯ ಅನುಷ್ಠಾನ ಮತ್ತು ಕಾರ್ಯಾಚರಣೆಯನ್ನು ನಿರ್ವಹಿಸಲು ಕೇಂದ್ರ ಮತ್ತು ರಾಜ್ಯ ಸರ್ಕಾರಗಳಿಂದ ತಲಾ 5 ನಿರ್ದೇಶಕರು ನಾಮನಿರ್ದೇಶನಗೊಂಡಿರುತ್ತಾರೆ.</p> <p>➤ ಭಾರತ ಸರ್ಕಾರದ ವಸತಿ ಮತ್ತು ನಗರ ವ್ಯವಹಾರಗಳ ಇಲಾಖೆಯ ಕಾರ್ಯದರ್ಶಿಯವರು ಸಂಸ್ಥೆಯ ಅಧ್ಯಕ್ಷರಾಗಿರುತ್ತಾರೆ.</p> <p>➤ ಭಾರತ ಸರ್ಕಾರದ ಸಮ್ಮತಿ ಹಾಗೂ ನಿರ್ದೇಶಕ ಮಂಡಳಿಯ ಅನುಮೋದನೆಯೊಂದಿಗೆ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಹಿರಿಯ ಅಧಿಕಾರಿಯು ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರಾಗಿ ಕರ್ನಾಟಕ ಸರ್ಕಾರದಿಂದ ನಾಮ ನಿರ್ದೇಶಿತರಾಗಿರುತ್ತಾರೆ.</p> <p>➤ ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರು ಸಂಸ್ಥೆಯ ಮುಖ್ಯ ಕಾರ್ಯನಿರ್ವಹಣಾಧಿಕಾರಿಯಾಗಿರುತ್ತಾರೆ.</p> <p>➤ ಈ ಸಂಸ್ಥೆಯು ಎರಡೂ ಸರ್ಕಾರಗಳಿಂದ ಮೆಟ್ರೋ ಯೋಜನೆಯ ಪ್ರತಿಯೊಂದು ಹಂತಕ್ಕೂ ಸಮಾನ ಅನುಪಾತದಲ್ಲಿ ಈಕ್ವಿಟಿಯನ್ನು ಅನುದಾನವಾಗಿ ಪಡೆಯುತ್ತದೆ.</p> <p>➤ ಕೇಂದ್ರ ತೆರಿಗೆಗಳಿಗಾಗಿ ಕೇಂದ್ರ ಮತ್ತು ರಾಜ್ಯ ಸರ್ಕಾರಗಳಿಂದ ಬಡ್ಡಿರಹಿತ ಅಧೀನ ಸಾಲವನ್ನು ಸಮಾನವಾಗಿ ನೀಡಲಾಗುತ್ತದೆ. ಕೇಂದ್ರ ಸರ್ಕಾರವು ಬಾಹ್ಯ ಸಾಲ ಮತ್ತು ಬಿಎಂಆರ್‌ಸಿಎಲ್‌ಗೆ ದೀರ್ಘಾವಧಿ ಸಾಲವನ್ನು ಪಡೆಯಲು ಅನುವು ಮಾಡಿಕೊಡುತ್ತದೆ.</p> <p>➤ ರಾಜ್ಯ ಸರ್ಕಾರದ ಭೂ-ಸ್ವಾದೀನ, ಆರ್ & ಆರ್ ವೆಚ್ಚ ಮತ್ತು ರಾಜ್ಯ ತೆರಿಗೆಗಳು, ನಿರ್ಮಾಣ ಸಮಯದಲ್ಲಿ ಬಡ್ಡಿ, ಕೇಂದ್ರ ತೆರಿಗೆಗಳು ಮತ್ತು ಬಾಹ್ಯ ಹಣಕಾಸು ಸಂಸ್ಥೆಗಳಿಂದ ಹಣಕಾಸು ಒದಗಿಸಲಾದ ಒಪ್ಪಂದಗಳ ಮೇಲಿನ ವಿನಿಮಯ ದರದ ವ್ಯತ್ಯಾಸದಿಂದಾಗಿ ಯೋಜನೆಯ ವೆಚ್ಚದಲ್ಲಿ ಯಾವುದೇ ಏರಿಕೆ ಉಂಟಾದರೆ ರಾಜ್ಯ ಸರ್ಕಾರವೇ ಭರಿಸುವ ಜವಾಬ್ದಾರಿಯನ್ನು ಹೊಂದಿರುತ್ತದೆ.</p> <p>➤ ಬಿಎಂಆರ್‌ಸಿಎಲ್‌ನಿಂದ ಕೇಂದ್ರ ಸರ್ಕಾರಕ್ಕೆ ಸಾಲವನ್ನು ಮರುಪಾವತಿಸಲು ಸಾಧ್ಯವಾಗದಿದ್ದರೆ ಬಾಹ್ಯ ಸಾಲವನ್ನು ಮರುಪಾವತಿಸುವ ಜವಾಬ್ದಾರಿಯನ್ನು ರಾಜ್ಯ ಸರ್ಕಾರ ಹೊಂದಿರುತ್ತದೆ.</p>

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		<p>➤ ಕಾರ್ಯಾಚರಣೆಯ ಸಮಯದಲ್ಲಿ ಉಂಟಾದ ನಗದು ನಷ್ಟಗಳನ್ನು ರಾಜ್ಯ ಸರ್ಕಾರವೇ ಭರಿಸುತ್ತದೆ.</p> <p>➤ ಕೇಂದ್ರ ಸರ್ಕಾರ ಹೊರಡಿಸಿದ ಮಂಜೂರಾತಿ ಆದೇಶದಲ್ಲಿ ಉಲ್ಲೇಖಿಸಲಾದ ಷರತ್ತುಗಳ ಪುಕಾರ, ಕೇಂದ್ರ ಸರ್ಕಾರ, ರಾಜ್ಯ ಸರ್ಕಾರ ಮತ್ತು ಬಿಎಂಆರ್ ಸಿಎಲ್ ನಡುವೆ ಸಾಂಸ್ಥಿಕ ವ್ಯವಸ್ಥೆ, ಯೋಜನೆಯ ಅನುಷ್ಠಾನದ ಅವಧಿ, ಯೋಜನೆಯ ವೆಚ್ಚ, ಯೋಜನೆಯ ಹಣಕಾಸು, ವೆಚ್ಚ ಏರಿಕೆ, ರಾಜ್ಯ ಸರ್ಕಾರ, ಕೇಂದ್ರ ಸರ್ಕಾರ ಹಾಗೂ ಬಿಎಂಆರ್ ಸಿಎಲ್ ಸಂಸ್ಥೆಯ ನಿರ್ವಹಣೆಯನ್ನು ವಿವರಿಸುವ ತ್ರಿಪಕ್ಷೀಯ ಒಪ್ಪಂದವನ್ನು ಮಾಡಿಕೊಂಡಿರುತ್ತದೆ ಒಡಂಬಡಿಕೆ ಪ್ರತಿಯನ್ನು ಅನುಬಂಧದಲ್ಲಿ ನೀಡಲಾಗಿದೆ.</p> <p>➤ ಕೇಂದ್ರ ಸರ್ಕಾರ ಯೋಜನೆಗೆ ಅನುಮೋದನೆ ನೀಡಿದ ನಂತರವೇ ಕೇಂದ್ರ ಸರ್ಕಾರ ತನ್ನ ಪಾಲಿನ ಹಣವನ್ನು ಬಿಎಂಆರ್ ಸಿಎಲ್ ಸಂಸ್ಥೆಗೆ ಬಿಡುಗಡೆ ಮಾಡುತ್ತದೆ.</p>																																
ಇ)	<p>ನಮ್ಮ ಮೆಟ್ರೋ ಆರಂಭ ಆದಾಗಿನಿಂದ ಈವರೆಗೆ ಮೆಟ್ರೋದಲ್ಲಿ ಪ್ರಯಾಣಿಸಿರುವ ಪ್ರಯಾಣಿಕರ ಸಂಖ್ಯೆ ಎಷ್ಟು; (ಮೆಟ್ರೋ ಗಳಿಸಿರುವ ಲಾಭ-ನಷ್ಟದ ವಿವರವನ್ನು ವರ್ಷವಾರು ನೀಡುವುದು)</p>	<p>ಮೆಟ್ರೋ ಆರಂಭ ಆದಾಗಿನಿಂದ ಈವರೆಗೆ ಮೆಟ್ರೋದಲ್ಲಿ ಪ್ರಯಾಣಿಸಿರುವ ಪ್ರಯಾಣಿಕರ ಸಂಖ್ಯೆ ಈ ಕೆಳಕಂಡಂತಿದೆ.</p> <table border="1" data-bbox="746 1131 1358 1989"> <thead> <tr> <th>ವರ್ಷ</th> <th>ಪ್ರಯಾಣಿಸಿದ ಪ್ರಯಾಣಿಕರ ಸಂಖ್ಯೆ ಕೋಟಿಗಳಲ್ಲಿ</th> </tr> </thead> <tbody> <tr><td>2011-12</td><td>0.42</td></tr> <tr><td>2012-13</td><td>0.66</td></tr> <tr><td>2013-14</td><td>0.73</td></tr> <tr><td>2014-15</td><td>1.15</td></tr> <tr><td>2015-16</td><td>1.68</td></tr> <tr><td>2016-17</td><td>5.42</td></tr> <tr><td>2017-18</td><td>12.89</td></tr> <tr><td>2018-19</td><td>16.49</td></tr> <tr><td>2019-20</td><td>17.42</td></tr> <tr><td>2020-21</td><td>1.97</td></tr> <tr><td>2021-22</td><td>6.88</td></tr> <tr><td>2022-23</td><td>17.72</td></tr> <tr><td>2023-24</td><td>23.28</td></tr> <tr><td>2024-25, ಫೆಬ್ರವರಿ ಅಂತ್ಯದವರೆಗೆ</td><td>25.41</td></tr> <tr><td>ಒಟ್ಟು</td><td>132.12</td></tr> </tbody> </table>	ವರ್ಷ	ಪ್ರಯಾಣಿಸಿದ ಪ್ರಯಾಣಿಕರ ಸಂಖ್ಯೆ ಕೋಟಿಗಳಲ್ಲಿ	2011-12	0.42	2012-13	0.66	2013-14	0.73	2014-15	1.15	2015-16	1.68	2016-17	5.42	2017-18	12.89	2018-19	16.49	2019-20	17.42	2020-21	1.97	2021-22	6.88	2022-23	17.72	2023-24	23.28	2024-25, ಫೆಬ್ರವರಿ ಅಂತ್ಯದವರೆಗೆ	25.41	ಒಟ್ಟು	132.12
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		<p>ಮೆಟ್ರೋ ಆರಂಭ ಆದಾಗಿನಿಂದ ಈವರೆಗೆ ಮೆಟ್ರೋ ಗಳಿಸಿರುವ ಲಾಭ-ನಷ್ಟದ ವಿವರ ಈ ಕೆಳಕಂಡಂತಿರುತ್ತದೆ:</p> <table border="1" data-bbox="687 320 1417 846"> <thead> <tr> <th>ವರ್ಷ</th> <th>ಆದಾಯ (ರೂ.ಕೋಟಿಗಳಲ್ಲಿ)</th> <th>ಖರ್ಚು (ರೂ.ಕೋಟಿಗಳಲ್ಲಿ)</th> <th>ಲಾಭ / (ನಷ್ಟ) ತೆರಿಗೆಗೆ ಮುನ್ನ (ರೂ.ಕೋಟಿಗಳಲ್ಲಿ)</th> </tr> </thead> <tbody> <tr><td>2011-12</td><td>55.07</td><td>57.41</td><td>(2.34)</td></tr> <tr><td>2012-13</td><td>49.46</td><td>106.49</td><td>(57.03)</td></tr> <tr><td>2013-14</td><td>35.93</td><td>119.09</td><td>(83.16)</td></tr> <tr><td>2014-15</td><td>42.98</td><td>306.23</td><td>(263.25)</td></tr> <tr><td>2015-16</td><td>56.04</td><td>397.58</td><td>(341.54)</td></tr> <tr><td>2016-17</td><td>145.12</td><td>603.00</td><td>(457.88)</td></tr> <tr><td>2017-18</td><td>539.48</td><td>891.74</td><td>(352.26)</td></tr> <tr><td>2018-19</td><td>535.86</td><td>1034.27</td><td>(498.41)</td></tr> <tr><td>2019-20</td><td>433.23</td><td>1071.89</td><td>(638.66)</td></tr> <tr><td>2020-21</td><td>86.78</td><td>988.19</td><td>(901.41)</td></tr> <tr><td>2021-22</td><td>228.76</td><td>822.29</td><td>(593.53)</td></tr> <tr><td>2022-23</td><td>784.55</td><td>1361.00</td><td>(576.45)</td></tr> <tr><td>2023-24</td><td>990.02</td><td>1219.97</td><td>(229.95)</td></tr> </tbody> </table>	ವರ್ಷ	ಆದಾಯ (ರೂ.ಕೋಟಿಗಳಲ್ಲಿ)	ಖರ್ಚು (ರೂ.ಕೋಟಿಗಳಲ್ಲಿ)	ಲಾಭ / (ನಷ್ಟ) ತೆರಿಗೆಗೆ ಮುನ್ನ (ರೂ.ಕೋಟಿಗಳಲ್ಲಿ)	2011-12	55.07	57.41	(2.34)	2012-13	49.46	106.49	(57.03)	2013-14	35.93	119.09	(83.16)	2014-15	42.98	306.23	(263.25)	2015-16	56.04	397.58	(341.54)	2016-17	145.12	603.00	(457.88)	2017-18	539.48	891.74	(352.26)	2018-19	535.86	1034.27	(498.41)	2019-20	433.23	1071.89	(638.66)	2020-21	86.78	988.19	(901.41)	2021-22	228.76	822.29	(593.53)	2022-23	784.55	1361.00	(576.45)	2023-24	990.02	1219.97	(229.95)
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ಈ)	<p>ಅವೈಜ್ಞಾನಿಕವಾಗಿ ಸರ್ಕಾರದ ಹೆಚ್ಚಳ ಮಾಡಲು ಕಾರಣಗಳೇನು; ದರ ಹೆಚ್ಚಳದ ನಂತರ ಮೆಟ್ರೋದಲ್ಲಿ ಪ್ರಯಾಣಿಕರ ಸಂಖ್ಯೆ ಕುಸಿತವಾಗಿರುವುದು ಸರ್ಕಾರದ ಗಮನಕ್ಕೆ ಬಂದಿದೆಯೇ; ಹೆಚ್ಚಳ ಮಾಡಿರುವ ದರವನ್ನು ಇಳಿಕೆ ಮಾಡುವ ಕುರಿತು ಸರ್ಕಾರದ ನಿಲುವೇನು?</p>	<p>ಬೆಂಗಳೂರು ಮೆಟ್ರೋ ರೈಲು ನಿಗಮದಲ್ಲಿ ದರವನ್ನು ಜೂನ್-2017 ರಲ್ಲಿ ಕನಿಷ್ಠ ರೂ.10 ಮತ್ತು ಗರಿಷ್ಠ ರೂ.60 ರಂತೆ ನಿಗದಿಪಡಿಸಲಾಗಿತ್ತು. 2017 ರಲ್ಲಿ ದರವನ್ನು ನಿಗದಿಪಡಿಸಿದಾಗ, ಕಾರ್ಯಾಚರಣೆಯ ನೆಟ್‌ವರ್ಕ್‌ನ ಉದ್ದ 42.30 ಕಿ.ಮೀ. ಆಗಿತ್ತು, ಅದು ಈಗ 2024 ರಲ್ಲಿ 76.95 ಕಿ.ಮೀ.ಗೆ ವಿಸ್ತಾರಗೊಂಡಿದೆ.</p> <p>ಮೆಟ್ರೋ ನಿರ್ವಹಣಾ ವೆಚ್ಚಗಳು ಅಂದರೆ, ಸಿಬ್ಬಂದಿ ವೇತನ, ವಿದ್ಯುತ್ ಶಕ್ತಿಯ ವೆಚ್ಚ, ದುರಸ್ತಿ ಮತ್ತು ನಿರ್ವಹಣೆ ಮತ್ತು ಇತರ ಆಡಳಿತ ವೆಚ್ಚಗಳು ವರ್ಷದಿಂದ ವರ್ಷಕ್ಕೆ ಹೆಚ್ಚುತ್ತಿವೆ. ಇದು ಕಾರ್ಯಾಚರಣೆ ಮತ್ತು ನಿರ್ವಹಣೆ ಮೇಲೆ ಪರಿಣಾಮ ಬೀರುತ್ತಿದೆ. ಸಾರ್ವಜನಿಕರಿಗೆ ತೊಂದರೆ-ಮುಕ್ತ, ಗುಣಮಟ್ಟದ ಸೇವೆಯನ್ನು ಒದಗಿಸುವುದು ಅಗತ್ಯವಿದೆ. ಇದಲ್ಲದೆ ಬೆಂಗಳೂರು ಮೆಟ್ರೋ ರೈಲು ನಿಗಮವು ಪಡೆದಿರುವ ಬಾಹ್ಯ ಸಾಲದ ಮೇಲಿನ ಬಡ್ಡಿಯನ್ನು Japan International Cooperation Agency (JICA), Alternative für Deutschland (AFD), Asian Development Bank (ADB), European Investment Bank (EIB), Asian Infrastructure Investment Bank (AIIB) ಮತ್ತು Kreditanstalt für Wiederaufbau (KfW) ಮುಂತಾದ ಹಣಕಾಸು ಸಂಸ್ಥೆಗಳಿಗೆ, ವಿನಿಮಯ ದರದ ವ್ಯತ್ಯಾಸಗಳನ್ನು ಒಳಗೊಂಡಂತೆ ಚಾಲ್ತಿಯಲ್ಲಿರುವ ಬಡ್ಡಿದರದಲ್ಲಿ ಪಾವತಿಸಬೇಕಾಗಿರುತ್ತದೆ.</p>																																																								

ಕ್ರ. ಸಂ.	ಪ್ರಶ್ನೆ	ಉತ್ತರ
		<p>The Metro Railways (Operation and Maintenance) Act-2002 ಸೆಕ್ಷನ್-34, ಸಬ್ ಸೆಕ್ಷನ್-1 ರನ್ವಯ Fare Fixation Committee (FFC) ಯನ್ನು ರಚಿಸಲು ಅವಕಾಶ ಕಲ್ಪಿಸಿದೆ. ಸದರಿ ಕಾಯ್ದೆಯ ಸೆಕ್ಷನ್-37 ರನ್ವಯ FFC ಶಿಫಾರಸ್ಸುಗಳನ್ನು ಬಿ.ಎಂ.ಆರ್.ಸಿ.ಎಲ್ ಸಂಸ್ಥೆಯು ಅಳವಡಿಸಿಕೊಳ್ಳಬೇಕಾಗುತ್ತದೆ.</p> <p>ನಿವೃತ್ತ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದ ನ್ಯಾಯಾಧೀಶರ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ರಚಿಸಲಾಗಿರುವ ದರ ನಿಗದಿ ಸಮಿತಿ (FFC), ಬೆಂಗಳೂರು ಮೆಟ್ರೋ ರೈಲು ನಿಗಮದ, ಸಿಬ್ಬಂದಿ ವೆಚ್ಚ, ಪ್ರತಿ ಯೂನಿಟ್‌ನ ವಿದ್ಯುತ್ ಶಕ್ತಿಯ ವೆಚ್ಚ ಮತ್ತು ನಿರ್ವಹಣೆ ವೆಚ್ಚ ಮತ್ತು ಇತರ ವೆಚ್ಚಗಳ ಬದಲಾವಣೆಗಳ ಆಧಾರದ ಮೇಲೆ ಹಾಗೂ ಡೆಲ್ಲಿ ಮೆಟ್ರೋ ರೈಲು ನಿಗಮವು ನಾಲ್ಕು ದರ ನಿಗದಿ ಸಮಿತಿ (Fare Fixation Committee) ಯು ದರ ನಿಗದಿ ಪಡಿಸುವ ವಿಧಿ ವಿಧಾನಗಳನ್ನು ಗಮನದಲ್ಲಿರಿಸಿಕೊಂಡು ತಮ್ಮ ಶಿಫಾರಸ್ಸನ್ನು ವೈಜ್ಞಾನಿಕವಾಗಿ ರೂಪಿಸಿರುತ್ತಾರೆ.</p> <p>ಬೆಂಗಳೂರು ಮೆಟ್ರೋ ರೈಲಿನಲ್ಲಿ ಪ್ರಯಾಣಿಸಿದ ಪ್ರಯಾಣಿಕರ ಸಂಖ್ಯೆಯು (Boarding) ಫೆಬ್ರವರಿ 2024 ರಲ್ಲಿ ಸರಾಸರಿ 7,05,917 ಇದ್ದು ಫೆಬ್ರವರಿ 2025ರಲ್ಲಿ ಪ್ರತಿ ದಿನ ಸರಾಸರಿ ಪ್ರಯಾಣಿಕರ ಸಂಖ್ಯೆಯು 7,49,615 ಆಗಿದೆ. ಆದರು ಸಮಿತಿಯ ಶಿಫಾರಸ್ಸನ್ನು ಜಾರಿಗೆ ಗೊಳಿಸಿದ ನಂತರ ಪ್ರಯಾಣಿಕರ ಸಂಖ್ಯೆಯಲ್ಲಿ ಅಲ್ಪ ಪ್ರಮಾಣದಲ್ಲಿ ಇಳಿಕೆ ಕಂಡಿದೆ, ಮುಂದಿನ ದಿನಗಳಲ್ಲಿ ಹೊಸಮಾರ್ಗಗಳು ಸಾರ್ವಜನಿಕರಿಗೆ ಮುಕ್ತಗೊಳಿಸಿದ ನಂತರ ಈ ಪ್ರಯಾಣಿಕರ ಸಂಖ್ಯೆಯು ಗಣನೀಯವಾಗಿ ಏರಿಕೆ ಕಾಣಲಿದೆ.</p>

ಕಡತ ಸಂಖ್ಯೆ: ನಅಇ 51 ಪಿ.ಆರ್.ಜೆ 2025


 (ಡಿ. ಕೆ. ಶಿವಕುಮಾರ್)
 ಉಪ ಮುಖ್ಯಮಂತ್ರಿ

ಲಸವೂದ

Phase - I

MEMORANDUM OF UNDERSTANDING
BETWEEN
GOVERNMENT OF INDIA, GOVERNMENT OF KARNATAKA
AND BANGALORE METRO RAIL CORPORATION LIMITED

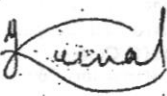
This Memorandum of Understanding (hereinafter referred to as MOU) is made at New Delhi/ Bangalore on 24th day of December, 2010.

BETWEEN

1. Government of India, (herein after referred to as "GOI") through the Ministry of Urban Development represented by the Secretary, having Office at Nirman Bhawan, New Delhi, of the First Part.
2. Government of Karnataka, (herein after referred to as "GOK") represented by the Additional Chief Secretary, Urban Development Department, having Office at Vikasa Soudha, Bangalore of the Second Part and
3. Bangalore Metro Rail Corporation Limited, (herein after referred to as "BMRCL" or "the Company") a company incorporated under the Companies Act, 1956 on 12.9.2005 (21.09.1994 as BMRTL) presently a Joint Venture Company of Govt. of India and Govt. of Karnataka within the meaning of Section 617 of the Companies Act, 1956) represented by the Managing Director, having Registered Office at III Floor, BMTc Complex, K.H. Road, Shanthinagar, BANGALORE - 560 027 of the Third Part.

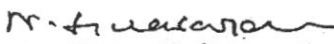
1.0 PREAMBLE

- 1.1 To provide much needed transport infrastructure to Bangalore, capital of the State of Karnataka so as to improve its urban environment by reducing the traffic jams and pollution caused by motor vehicles, the GOK felt the need for an efficient mass rapid transit system in Bangalore and decided to implement the Bangalore Metro Rail Project (Phase-1) in 2 corridors (from Baiyappanahalli to Mysore Road (East West Corridor - 18.10 Kms.) and from Yeshwanthapur to RV Road Terminal at Jayanagar (North-South Corridor - 14.90 Kms.) covering a total length of 33 Kms. and forwarded the proposal to Govt. of India for sanction.



Page 1 of 1
N. SIVASAILAM
Secretary
ಅಧಿಕಾರಿ/Secretary
ಶಾಂತಿ ನಿಲಯ ಮಂಟಲಯ
Ministry of Urban Development
ಭಾರತ ಸರ್ಕಾರ/Govt. of India
ನ್ಯೂ ದೆಹಲಿ/New Delhi


Subir Hari Singh
Additional Chief Secretary to Govt.
Urban Development Department


N. SIVASAILAM, IAS
Managing Director
Bangalore Metro Rail Corporation Ltd.
3rd Floor, BMTc Complex, K.H. Road
Shanthinagar, Bangalore-560 027, India

Further proposals were made by GOK to GOI for sanction of extension to the Northern corridor from Yeshwanthapur to Hessarghatta Cross (5.6 Kms) and for extension to the Southern corridor from R V Road terminal to Puttenahalli cross (3.7Kms) covering a total length of 9.3 kms.

1.2 The GOI conveyed its approval for the implementation of the rail-based mass rapid transit system called Bangalore Metro Rail Project (herein after referred to as 'Project') covering a length of 33 Kms in two corridors at an estimated completion cost of Rs. 6395 crore to be completed in stages by BMRCL subject to conditions stipulated in letter No. K-14011/34/90-UD.II/MRTS/Metro dated 11th May 2006. The approval for the two extensions at an estimated completion cost of Rs 1763 crores was conveyed vide letter No. K-14011/58/2006- Metro dated 21st January 2010. These letters, appended as Annexure-'A', forms part and parcel of this MOU. Any further extensions or phases of Bangalore Metro as approved by Government of India 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 through the Executing Agency, i.e. BMRCL which will work as a Special Purpose Vehicle (SPV) for the implementation of the project with GOI and GOK being the joint promoters with equal equity holding.

1.4 In this context, GOI, GOK and BMRCL deem it necessary and expedient to record their understandings, commitments, obligations, covenants, and their interfaces in the form of this Memorandum of Understanding.

1.5 Now, it is hereby agreed between GOI, GOK and BMRCL as follows:-

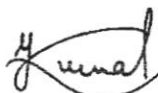
2.0 INTERPRETATIONS

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;

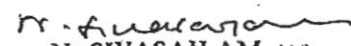
(c) reference to any agreement, enactment, ordinance or regulation includes any amendment, modification or replacement thereof or supplement thereto, in whole or in part;



Page 12
(नवीन कुमार)
(NAVIN KUMAR)
सचिव/Secretary
शहरी विकास मंत्रालय
Ministry of Urban Development
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi



Subir Hari Singh
Additional Chief Secretary to Govt.
Urban Development Department



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Managing Director
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Shanthinagar, Bangalore-560 027, India

- (d) reference to Article, 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 as the debt from the GOI including the debt from the JICA (formerly JBIC) and any other international 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 GOK 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

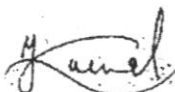
- 5.1 The design and technology of the system to be implemented will be in accordance with the Detailed Project Reports (DPR) prepared by Delhi Metro Rail Corporation Ltd (DMRC) in 2003 and 2007.

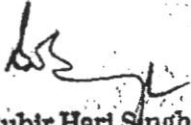
6.0 INSTITUTIONAL ARRANGEMENT


- 6.1 The Project will be implemented by joint venture Company with Government of India and Government of Karnataka as partners. The Executing Agency i.e., the BMRCL, which is a company, established under the Companies Act, will work as a Special Purpose Vehicle for the implementation of the Project.

7.0 LEGISLATION

- 7.1 The Bangalore Metro Rail Project, (phase-1), shall be governed by the provisions of the Metro Railway (construction of Works) Act, 1978 and the Metro Railways (Operation and Maintenance) Act, 2002 or such legislation made from time to time as may be decided by Government of India.


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(नवीन कुमार)
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शहरी विकास मंत्रालय
Ministry of Urban Development
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi


Subir Hari Singh
Additional Chief Secretary to Govt.
Urban Development Department


N. SIVASAILAM, IAS.
Managing Director
Bangalore Metro Rail Corporation Ltd.
3rd Floor, BMRCL Complex, K H. Road
Bangalore - 560017, India

8.0 PROJECT IMPLEMENTATION PERIOD

8.1 The project commencement date shall be reckoned from 1st January 2007 and is scheduled to be completed in stages by June, 2012 or such extended period mutually agreed by GOI and GOK.


9.0 COST OF THE PROJECT

9.1 The original estimated completion cost of the Project is Rs. 6395 crore based on April 2005 prices. This cost is arrived at based on the DPR prepared by DMRC for Bangalore Metro Rail Project Phase-I. in May 2003 (including land acquisition cost of Rs. 600 crore, Alignment & Formation expenses of Rs. 1655.33 crore, Station Buildings (elevated & at-grade – Rs. 676.29 crore, Permanent Way – Rs. 227.62 crore), OCC & Administrative Building Rs. 36.44 crore, Traction & Power supply Rs. 507.01 crore, VAC Rs. 96.07 crore, S&T (incl. cable diversions) Rs. 393.90 crore, AFC Installations at Stations Rs. 85.34 crore, Depots Rs. 186.89 crore, Rolling Stock Rs. 1054.44 crore, General charges at 10% (including contingency at 3%) Rs. 397.54 crore, Upfront Fees Rs. 14.39 crore, Arrangement fees Rs. 11.51 crore Documentation fees of Rs. 2.88 crore and Interest during construction Rs. 449 crore). The original estimated cost of the two extensions is Rs. 1763 crore as per the DPR prepared by DMRC in 2007.


10.0 PROJECT FINANCING

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 Bank of International Co-operation (JBIC)]. The original estimated cost of Rs. 8158 crore comprising of Rs.6395 crore for the initial scope and Rs. 1763 crore for the two extensions will be financed with contribution of GoI in the form of Equity (15%), Subordinate Debt (10%) and Senior term debt (JICA Loan) (28.0% i.e Rs.1795 crore) contribution from GOK in the form of Equity (15%) and Subordinate Debt (15%) -totaling 30% of the project cost. Balance project cost shall be raised by the SPV from domestic/International Financial Institutions as senior term debt.

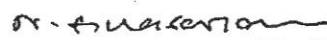
10.2 GOI and GOK would contribute equally over the project period Rs 1223.7 crore each to the equity aggregating Rs.2447.4 crore (Rs. Two thousand four hundred forty seven crore and forty lakhs only).



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10.3 The subordinate debt from GOI and GOK will be Rs. 815.8 crore and Rs 1223.7 crore respectively over the project period.

10.4 GOK will exempt BMRCL from its State/Local taxes and duties/levies or reimburse the same.

10.5 There will be no waiver of taxes and duties by the GOI.

11.0 COST ESCALATION

11.1. It is agreed between the parties that any cost escalation will be shared between project promoters as approved by the Empowered Committee and Empowered Group of Ministers at Government of India level.

12.0 OBLIGATIONS OF GOK:

12.1 GOK will bear the entire cost of land and R&R (including escalation) through interest-free subordinate debt.

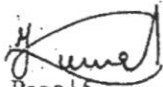
12.2 To grant and cause its Instrumentalities to accord all necessary approvals, consents, clearances, sanctions, etc., as are necessary for the smooth and timely implementation of the Project.

12.3 To dispose 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.

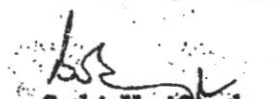
12.4 To expeditiously acquire the land/properties identified in the alignment free from encroachments and encumbrances and handover possession of the same to the BMRCL, and also to ensure that land acquisition does not become reason for delay in implementation of the project.

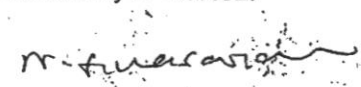
12.5 GOK covenants that it will not restrict the use of the Land in any way and that the BMRCL shall, at all times, have full freedom and discretion to develop and use the Land, subject to zoning or rezoning of the land or any part thereof, in a manner consistent with its intended use in the Project.

12.6 To provide all such necessary assistance reasonably requested by the BMRCL with respect to clearances and preparation of the land for use including commercial exploitation thereof with a view to improving the financial sustainability of BMRCL.

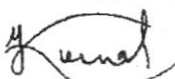

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- 12.7 To ensure that electric power is made available to the project on a no-profit-no-loss basis.
- 12.8 To subscribe towards equity share capital of the BMRCL as approved by the GOI totaling Rs. 1223.7 crore (Rupees one thousand two hundred twenty three crore and seventy lakh only) and release the equity capital before Senior term debt is drawn to the extent possible with the objective of minimizing the interest burden on the project:
- 12.9 To provide the Subordinate debt of Rs. 1223.7 crore (Rupees one thousand two hundred twenty three crore and seventy lakh) for utilisation of BMRCL before taking recourse to senior debt to the extent possible for minimizing the interest burden
- 12.10 To share with GOI any cost escalation as may be approved by the Empowered Committee and Empowered Group of Ministers at Government of India level.
- 12.11 To initiate or amend, any law, rule, order or notification necessary or desirable for the implementation of the Project.
- 12.12 To ensure price based measures to promote and facilitate metro ridership, as part of an integrated traffic rationalisation plan and comprehensive mobility plan for the Bangalore city with a view to ensuring that the projected ridership is realised.
- 12.13 To accord high priority for integration of various modes of transport which would act as feeder/evacuation system to the Bangalore Metro with a view to improving the ridership including adequate parking at stations, improvement in city bus service.
- 12.14 To set up a High Power Committee (HPC) under the Chairmanship of Chief Secretary 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, etc. The Committee shall normally meet once in a month or more often if required, to sort out all these issues.
- 12.15 To finance cash losses, if any, during the operational phase in case the same cannot be provided by BMRCL.



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12.16 To make institutional arrangement for periodic fare revision for not only the proposed Metro, but also for other competing modes. A mutually agreed schedule for periodic revision of fares, for the Metros as well as other modes of transport issued by Govt. of Karnataka shall form part and parcel of this MOU.

12.17 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 BMRCL.

12.18 To repay the senior term debt (as and when it becomes due) on account of cash losses, in case BMRCL is not able to repay the same to GOI:

12.19 To designate one of the State Government nominees as the Managing Director of the company with the prior consent of Government of India.

12.20 Not to transfer the MD of the company, the State Government nominee, without prior consent of Ministry of Urban Development, GOI.

12.21 Not to give any new assignment to the SPV unilaterally.


12.22 To place the State Government officers, if required, on deputation to BMRCL under the administrative control of the BMRCL Board of Directors.

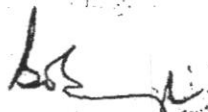
13.0 OBLIGATIONS OF GOI


13.1 To subscribe towards equity share capital of the BMRCL totaling Rs.1223.7 crore (Rupees one thousand two hundred twenty three crore and seventy lakh only) and release the equity capital to the extent possible before Senior debt is drawn with the objective of minimizing the interest burden on the project.

13.2 To provide the Subordinate debt of Rs. 815.8 crore (Rupees eight hundred fifteen crore and eighty lakhs only) for utilisation by BMRCL before taking recourse to senior debt to the extent possible for minimizing the interest burden.

13.3. GOI will make JICA (formerly JBIC) loan funds (Japan Yen 43,683 million equivalent to Rs.1800 crore approx) or any such additional amount as sanctioned, available directly to BMRCL through gross budgetary resources in the form of Pass Through Assistance on back to back basis.


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- 13.4 To share with GOK any cost escalation as approved by the Empowered Committee and Empowered Group of Ministers at Government of India level.
- 13.5 To approve the technical standards and specifications to be followed for the project.
- 13.6 To provide for safety certification by Commission of Railway Safety.
- 13.7 Not to give any assignment to the SPV unilaterally.
- 13.8 To include Chief Secretary, GOK as one of the members of the Empowered Committee for MRTS Project in Delhi, which has been extended to cover the Bangalore Metro Rail Project.
- 13.9 To extend the role of Empowered Group of Ministers (EGOM) set up to take policy decisions and review the progress of Delhi MRTS Project to Bangalore Metro Rail Project with Chief Minister of Karnataka as one of its permanent invitees.
- 13.10 To place the annual report of BMRCL before the Parliament.
- 13.11 To reply to Controller and Auditor General's (C&AG) audit observations.
- 13.12 To place the Government of India Officers, if required, on deputation to BMRCL under the administrative control of the BMRCL Board of Directors.
- 14.0 COVENANTS, OBLIGATIONS, ETC. OF BMRCL (SPV)
- 14.1 BMRCL which has been set up as a joint venture of GOI and GOK is meant exclusively for implementation of the project and no new assignment should be given to the company by the Promoters unilaterally. BMRCL 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 The prescribed codes and specifications for various items for construction and operation as well as the safety standards set by the Appropriate Authorities will be strictly followed and complied with by BMRCL.




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- 14.3 The Company shall open any section for public carriage of passengers only after the Safety has been certified by Commission of Railway Safety.
- 14.4 BMRCL shall engage Competent Operators/Drivers and other skilled operators possessing the prescribed qualifications and passing necessary tests.
- 14.5 BMRCL shall undertake to pay in case of accidents, as ordered by the concerned Claims Authority.
- 14.6 BMRCL shall not without the prior approval of the promoters/ EGOM change the funding pattern.
- 14.7 BMRCL shall not undertake any new assignment and the Promoters shall not entrust new assignment, unless the entrustment of new assignment is agreed to between the promoters mutually.
- 14.8 To engage, recruit or employ personnel, employees, staff, officers, servants, labour, workmen, contractors, 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 etc., thereto.
- 14.9 To make statutory arrangements for periodic fare revision and a mutually agreed schedule for periodic revision of fares as well.
- 14.10 It is further agreed and understood that at no stage such personnel, employees, staff, officers, servants, labour, workmen, contractors, local or otherwise, temporary or permanent, recruited employed or, engaged in the development, construction, commissioning and operation of the Project by BMRCL 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 GOK or GOI.
- 14.11 BMRCL may from time to time frame its own rules, regulations, procedures, working arrangements, management, corporate governance to cover/govern all matters of administration and all other incidental and related matters not inconsistent with the provisions of the Companies Act, 1956 or the MOU.


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14.12 BMRCL may implement the project and raise senior term debt from the market with prior approval of GOI and GOK.

14.13 BMRCL shall make repayment of subordinate debt to GOI and GOK proportionately only after repayment of entire senior term debt availed for the Project.

14.14 BMRCL 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. GOI shall have the first charge on the Escrow Account.

14.15 The entire loan amount disbursed by JICA (formerly JBIC) under the Loan Agreement shall be the liability of BMRCL for the purpose of repayment of loan through GOI. The repayment of loan of GOI by BMRCL shall be through an Escrow Account.

14.16 The debt servicing liability of BMRCL with regard to JICA loan portion shall be reckoned based on JICA repayment schedule received from JICA in Rupees terms along with exchange rate fluctuation of loan currency.

14.17 BMRCL shall follow CVC guidelines and the Karnataka Transparency in Public Procurements Act, 1999 for tenders and contracts, and DPE, Government of India guidelines for investment.

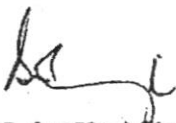
15.0 ORGANISATIONAL SET-UP

15.1 The management of the company vests entirely with the Board of Directors (Board) 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.

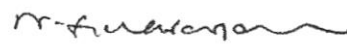
15.2 GOI shall be entitled to appoint 5 Directors including Secretary, Ministry of Urban Development as Chairman of the Board. GOK shall be entitled to appoint 4 Directors and a Managing Director.



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15.3 The Managing Director shall be nominee of GOK with prior consent of GOI and shall be appointed by the Board. The Managing Director, whether on deputation or recruited by BMRCL shall be fully accountable to the Board.

15.4 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 do all other things as are necessary or desirable.

16.0 **GENERAL**

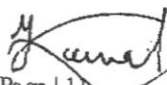
16.1 All additions, supplements, amendments or variations to this MOU shall be in writing and shall be jointly signed by the duly authorised representatives of the Parties.

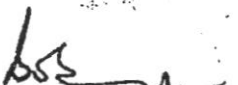
16.2 Each Party shall hold in strict confidence all confidential information received by it from the other Party, whether notified as confidential or not (herein "Confidential Information"). The Party receiving such Confidential Information shall not publish or otherwise disclose or use the Confidential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

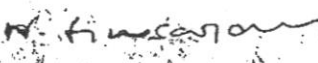
16.3 The execution, interpretation, construction and performance of this MOU shall be governed by and construed according to the Laws of India.

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.


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16.6 In case of any difference of opinion arising between GOI and GOK 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 11th May 2006.

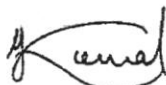
IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding on the 24th day of December, 2010, by their duly authorised representatives.

Signed for and on behalf of / Signed for and on behalf of / Signed for and on behalf of

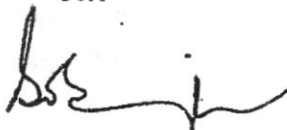
GoI

GoK

BMRCL



Navin Kumar
(Authorised Signatory)
Secretary
Mo Urban Development
Govt. of India



Subir Hari Singh
(Authorised Signatory)
Addl. Chief Secretary
Govt. of Karnataka



N. Sivasailam
(Authorised Signatory)
Managing Director -BMRCL

N. SIVASAILAM, IAS
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1.

2.

SUPPLEMENT TO THE MEMORANDUM OF UNDERSTANDING DATED 24th DECEMBER 2010 BETWEEN GOVERNMENT OF INDIA, GOVERNMENT OF KARNATAKA AND BANGALORE METRO RAIL CORPORATION LIMITED

Sub: Supplement to the Memorandum of Understanding between Government of India, Government of Karnataka and Bangalore Metro Rail Corporation Limited signed on 24th December 2010

Read: (1) Memorandum of Understanding (MOU) between Government of India, Government of Karnataka and Bangalore Metro Rail Corporation Ltd.(BMRCL)

PREAMBLE:

To provide much needed transport infrastructure to Bangalore, capital of the State of Karnataka, so as to improve its urban environment by reducing the traffic jams and pollution caused by motor vehicles, the GOK felt the need for an efficient mass rapid transit system in Bangalore and decided to implement the Bangalore Metro Rail Project (Phase - 1) in 2 corridors (Baiyappanahalli to Mysore Road covering a distance of 18.10 kilometers and the North - South corridor from Hesaraghatta to Puttenhalli covering 24.2 kilometers covering a total length of 42.3 kms.

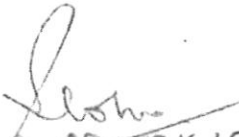
The project work is being implemented as a Central Sector Project through the Executing Agency, i.e. BMRCL which will work as a Special Purpose Vehicle (SPV) for the implementation of the project with GOI and GOK being the joint promoters with equal equity holding.

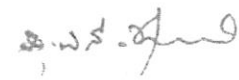
In this context, GOI, GOK and BMRCL, to record their understandings, commitments, obligations, covenants and their interfaces signed a Memorandum of Understanding on 24th day of December, 2010.


The role of BMRCL and GOK in funding the debt of the bond holders and other senior term lenders in continuation with that given in the MOU is defined as under:-

PAYMENT MECHANISM

1. The MOU covers all senior lenders (including the bond holders) of BMRCL including but not limited to loan given by JICA / Gol.
2. The MOU shall be effective and continue to be valid till such time the debt from all the senior lenders is repaid in full.


मुख्य/के. लोहिया/S.K. LOHIA
विशेष कार्य अधिकारी (U.T.) (U.S.D. (U.T.))
ए.टी.डी.
पदेन संयुक्त सचिव/एस.डी.ओ. Joint Secy.
शहरी विकास मंत्रालय, भारत सरकार
M/o Urban Development, Govt of India


Principal Secretary to Government
Urban Development Dept.


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3. As provided under section 14 (Covenants, obligations etc. of BMRCL (SPV) point number 14.14 of MoU [(Trust and Retention Account (TRA)), BMRCL shall open TRA and a Shadow cash support account(SCS Account) (within 45 days from the allotment of the bonds or earlier if agreement with other senior term lenders is finalized before issue of bond) with a Scheduled Bank within the meaning of Banking Regulation Act, 1949. The Shadow cash support account is the only account funded by GoK to meet any shortfall / bridge the cash gap between income and expenses including the interest and principal repayment to the senior lenders. The receipts from GoK, only to meet the shortfall in the TRA would be moved from SCS account to the TRA. The funds deposited into the TRA will only be used for specific purposes listed in the TRA agreement. Paripassu charge for the senior lenders including the bond holders will be created on the TRA. From the TRA, funds will flow into a sub-account maintained by the trustee bank for all the senior term lenders for debt servicing obligations at least 15 days before the due date for payment to the bond holders / Senior lenders
4. As mentioned in section 12 (Obligations of GoK) point number 12.15, GoK will provide shadow cash support (SCS) to BMRCL to meet (by funding the SCS account) any shortfall / bridge the cash gap, during the operational phase. The cash support (Shortfall Amount) would comprise of any incremental cash shortfall faced by the company along with repayment of any senior debt if the same cannot be provided by BMRC, and it would be calculated as shown:

Operating Expenses + Debt Service including interest and principal repayment + Depreciation

Less

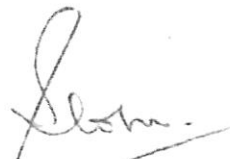
Total Income including Fare Box Revenue, Non Fare Box Revenue and interest

Less

Non-Cash Expenses like Depreciation, Amortization

Less


Principal Repayment financed by BMRCL through refinancing or through its own resources



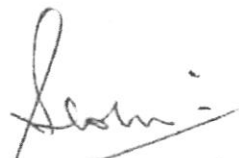
एस.के. लोहिया / S.K. LOHIA
विशेष कर अधिकारी (पू.व.)/O.S.D. (U.T.)
ए-1/अद
पैन संयुक्त सचिव / ex-officio Joint Secy.
शहरी विकास मंत्रालय, भारत सरकार
Min Urban Development, Govt of India

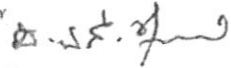

Principal Secretary to Government
Urban Development Dept.

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N. SIVASAILAM, IAS
Managing Director
Bangalore Metro Rail Corporation Ltd.
3rd Floor, BMTC Complex, K. H. Road,
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5. BMRCL shall provide GoK the projected cash support required for each quarter along with the due date (calculated as shown in point 4 above) 45 calendar days prior to 1st April of each year.
6. GoK will fund the shortfall, in the SCS account with the required cash support as per the projected cash support 60 days before the required due date. On receipt of the funds into the SCS account BMRCL on the same day will transfer the fund to the TRA and on the same day will transfer the required funds in the sub-account.
7. In the event of BMRCL's inability to meet its obligations to the senior term lenders and to the bond holders, necessary funds shall be provided by GoK to service the senior term lenders and the bond holders as per the payment structure mechanism as given below:
 - a. BMRCL along with the trustees under the TRA would be required to monitor the balance in the TRA. At least **60 days (T-60)** prior to the due date of each debt servicing, the trustee would inform in writing to the designated official in BMRCL, marking a copy to the designated official in GoK:
 - i. The due date of payment to the various senior term lenders and the bond holders, and
 - ii. The respective amount to be paid (interest and/ or principal)
 - b. BMRCL shall ensure that **30 days (T-30)** prior to every due date for payment of interest/ principal installment, adequate funds are available in the TRA for meeting the forthcoming interest and/or principal obligation of all lenders. BMRCL would move the required funds from the SCS Account to TRA account and BMRCL on the same day will transfer the required fund to the sub-account.
 - c. In the event of any shortfall in the TRA account, the trustees would make a demand for funds equivalent to the shortfall (Shortfall Amount) in writing to the BMRCL, marking a copy to the designated official in GoK, **at-least 25 days (T-25)** prior to the due date to ensure that GoK transfers funds to the SCS account to make up for any shortfall.
 - d. Within **5 business days** after receiving the intimation from trustee BMRCL would inform in writing to the designated official in GoK:
 - i. The due date of payment, and
 - ii. The amount to be paid equivalent to the shortfall (Shortfall Amount)


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विशेष कार्य अधिकारी (उ.टी.) / O.S.D. (U.T.)
ए.1/अन
ए.के. लोहिया / S.K. LOHIA
पदेन संयुक्त सचिव / ex-officio Joint Secy.
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Min Urban Development, Govt of India


Principal Secretary to Government
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- e. GoK shall without any demur fund the SCS account with the Shortfall Amount within **5 business days** after the intimation from BMRCL. On receipt of the funds into the SCS account BMRCL on the same day will transfer the fund to the TRA and on the same day will transfer the required funds in the sub-account.
- f. The payment of interest and /or Principal shall be made to the Investors on the due date of payment..

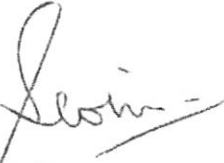
The above structure is supplementary and not complementary to the duty of BMRCL to duly service its debt obligations on time, to anticipate shortfalls in funds and to intimate separately to GoK the need for such funds to meet the debt obligations on time.

The Supplement to the MoU does not involve any additional liability on Gol

IN WITNESS WHEREOF the Parties have executed this Supplement to the Memorandum of Understanding on the 10th day of July 2013 by their duly authorized representatives.

Signed for and on behalf of / Signed for and on behalf of / Signed for and on behalf of

Gol

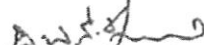


SK Lohia
(Authorized Signatory)

Office on special Duty &

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विशेष कार्य अधिकारी / P.O. / U.S.O. (U.T.)
Ministry of Urban Development
फटेन संयुक्त सचिव / ex-officio Joint Secy.
शहरी विकास मंत्रालय, भारत सरकार
Min Urban Development, Govt of India

GoK



P.N. Seenivasachary
(Authorized Signatory)

Principal Secretary

Urban Development Department
Government of Karnataka

Principal Secretary to Government
Urban Development Dept.

BMRC



N. Sivasailam
(Authorized Signatory)

Managing Director

BMRC, Bangalore

N. SIVASAILAM, IAS

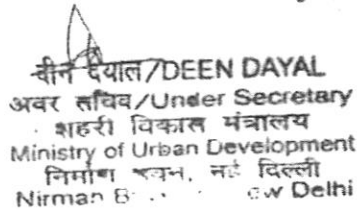
Managing Director
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Witnesses:



U.A. VASANTH RAO
General Manager (Finance)

Bangalore Metro Rail Corporation
3rd Floor, BMTC Complex, K.H. Road,
Shanthinagar, Bangalore - 560 027



दीन देयाल / DEEN DAYAL
अवर सचिव / Under Secretary
शहरी विकास मंत्रालय
Ministry of Urban Development
निर्माण बिल्डिंग, नई दिल्ली
Nirman B... New Delhi

Phase - 2

MEMORANDUM OF UNDERSTANDING

BETWEEN

**GOVERNMENT OF INDIA, GOVERNMENT OF KARNATAKA
AND BANGALORE METRO RAIL CORPORATION LIMITED**

(A Joint Venture of Government of India and Government of Karnataka)

This **Memorandum of Understanding** (hereinafter referred to as MOU) is made at New Delhi/ Bangalore on ^{24th FEBRUARY} ~~.....~~ day of ~~December~~, 2017

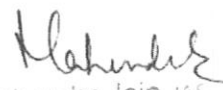
BETWEEN

1. **Government of India**, (hereinafter referred to as "GOI") through the Ministry of Urban Development represented herein by the Secretary, having Office at Nirman Bhawan, New Delhi, **of the First Part.**
2. **Government of Karnataka**, (hereinafter referred to as "GOK") represented herein by the Additional Chief Secretary, Urban Development Department, having Office at Vikasa Soudha, Bangalore, **of the Second Part and**
3. **Bangalore Metro Rail Corporation Limited**, (hereinafter referred to as "BMRCL" or "the Company") a company formed under the Companies Act, 1956 on 12th September 2005 (originally incorporated on 21.09.1994 as BMRTL) and presently a Joint Venture Company of Govt. of India and Govt. of Karnataka within the meaning of Section 2(45) of the Companies Act, 2013) represented herein by its Managing Director, having Registered Office at III Floor, BMTCL Complex, K.H. Road, Shanthinagar, Bangalore-560 027, **of the Third Part.**

1.0 PREAMBLE

- 1.1 The Phase-1 of Bangalore Metro Rail Project was sanctioned by Government of Karnataka as well as by Government of India covering a stretch of 42 Kms. The Phase-1 of Bangalore Metro Rail Project is under execution and is likely to be completed by April 2017. In order to provide enhanced coverage of the Bangalore Metro Rail system and also to extend the Metro rail services to other important areas




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Additional Chief Secretary to Govt.,
Urban Development Department



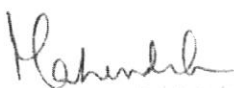
PRADEEP SINGH KHAROLA, IAS
Managing Director
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of Bangalore City, the Bangalore Metro Rail Project Phase-2 has been sanctioned by the Govt. of India vide its letter No.K-14011/4/2012-Metro (Vol.III) dated 21st February 2014. Prior to this, the Govt. of Karnataka had also given its approval for the Bangalore Metro Rail Project Phase-2 (hereinafter referred to as 'Project') vide its Order No.UDD 179 PRJ 2011 dated 21st February 2012. The Phase-2 covers a total distance of 72.1 Kms with 61 stations (49 elevated and 12 Underground) providing for four (4) extension lines to Bangalore Metro Rail Project Phase-1 and two (2) New Lines, with the following Corridors **(Table:1)**:

TABLE: 1		
Bangalore Metro Rail Project – Phase – 2		
Name of the Line	Description	Length of the Line in Kms.
Baiyappanahalli to ITPL – Whitefield	Extension of existing Eastern Line	15.50
Mysore Road Terminal to Kengeri	Extension of existing Western Line	6.465
Hesaraghatta Cross to BIEC	Extension of existing Northern Line	3.77
Puttenahalli Cross to Anjanapura Township (up to NICE Road)	Extension of existing Southern Line	6.29
Gottigere to Nagawara	New Arterial Line with a 13.79 km Underground Line.	21.25
R.V. Road to Bommasandra	New Line with Interchange Station at R.V. Road Station in the Southern Line of Phase-1	18.82
	Total	72.095

- 1.2 The total completion cost of the Project will be **Rs.26,405.14 Crore** (including escalation @ 5% per annum and Central Taxes and excluding State taxes and duties) with contribution of Government of India (GoI) in the form of Equity, Subordinate Debt and Senior Term Debt as per Financing Pattern contained in para 4 of the GoI Order No.K-14011/4/2012-Metro (Vol.III) dated 21st February, 2014, as follows **(Table:2)**:




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 Additional Chief Secretary to Govt.
 Urban Development Department



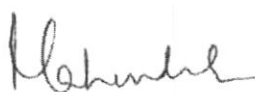
PRADEEP SINGH KHAROLA, IAS
 Managing Director
 Bangalore Metro Rail Corporation Ltd
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 Shanthivanar, Bangalore 560 027, India

TABLE: 2		
Funding Pattern		
	Rs. Crore	Percentage
Government of Karnataka (GoK) Equity contribution	3,868.35	14.65
Government of India (GoI) Equity Contribution	3,868.35	14.65
Grant Contribution from GoK	1,689.90	6.40
Subordinate Debt from GoK	3,424.75	12.97
Subordinate Debt from GoI	1,412.65	5.35
Senior Term Debt	12,141.14	45.98
TOTAL PROJECT COST	26,405.14	100.00
Sharing Pattern:		
GoI share	5,281.00	20.00
GoK share	8,983.00	34.02
Senior Debt	12,141.14	45.98
Total	26,405.14	100.00

1.3 The Project will be implemented as a Central Sector Project through the Executing Agency, i.e. Bangalore Metro Rail Corporation Ltd. (BMRCL) which is a Special Purpose Vehicle (SPV) for the implementation of the project with Government of India and Government of Karnataka being the joint promoters with equal equity holding. The above sanction letter of GoI dated 21st February, 2014 is appended as **Annexure-'A'** and forms part and parcel of this MoU. Any further extensions or phases of Bangalore Metro Rail Project as approved by Government of India from time to time will also form part and parcel of this MoU. The MoU dated 24.12.2010 and dated 10.07.2013 between the Parties herein, concerning the Bangalore Metro Rail Project, shall also be read in conjunction with this MoU.

1.4 In this context, GoI, GoK and BMRCL deem it necessary and expedient to record their understandings, commitments, obligations, covenants, and their interfaces in the form of this Memorandum of Understanding (MoU).




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 Urban Development Department



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1.5 Now, it is hereby agreed between GoI, GoK and BMRCL 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 Article, 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 as the GoI holds equity in BMRCL and the debt from the GoI including the debt from any international financing agency whose repayment has been guaranteed by the GoI, is repaid in full. It is also understood, that this MoU can be further extended by mutual consent of GoK and GoI.

4.0 OBJECT & SCOPE

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




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Urban Development Department



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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 Reports (DPR) prepared by Delhi Metro Rail Corporation Ltd (DMRC) in 2011 which has been approved by GoK and GoI, subject to such modifications as may be approved by the Board of BMRCL or GoI as per the delegation of powers.

6.0 INSTITUTIONAL ARRANGEMENT

6.1 The Project will be implemented by Joint Venture Company with GoI and GoK as partners. The executing Agency, i.e. BMRCL, which is a Company established under the Companies Act, will work as a Special Purpose Vehicle for implementation of the Project.

7.0 LEGISLATION

7.1 The Bangalore Metro Rail Project, (Phase-2), shall be governed by the provisions of the Metro Railways (Construction of Works) Act, 1978 and the Metro Railways (Operation and Maintenance) Act, 2002, as amended through Metro Railways (Amendment) Act, 2009 & Railway Act, 1989 or such legislation made from time to time as may be decided by Government of India.

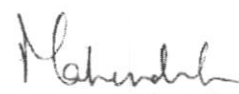
8.0 PROJECT IMPLEMENTATION PERIOD

8.1 The Project commencement date shall be reckoned as 31st December, 2014 (commencement of work) and is scheduled to be completed in five (5) years or such extended period mutually agreed by GoI and GoK.

9.0 COST OF THE PROJECT

9.1 The break-up of the various components of the Total Project cost of **Rs.26,405.14 Crore** is as follows (**Table: 3**):




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Urban Development Department

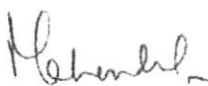


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TABLE: 3
ABSTRACT OF COST ESTIMATE BY MAJOR CATEGORIES FOR ALL SIX LINES OF PHASE-2 ALONG
WITH LINE-WISE LENGTH AND NUMBER OF STATIONS
 (Rupees in Crore)

Sl. No.	Major Components of Project Cost	Cost with PVC including central taxes & duties and excluding state taxes & duties						Total
		EW Line Extn. (Mysore Road to Kengeri)	NS Line Extn. (Puttenahalli Cross to Anjanapur Township)	NS Line Extn. (Hesaraghatta Cross to BIEC)	EW Line Extn. (Baiyappanahalli to WhiteField)	EW New Line RV Road-Electronic City - Bommasandra	NS New Line Gottigere - IIMB - Nagavara	
		LENGTH OF THE LINE						
		6.465 km	6.29 km	3.77 km	15.50 km	18.82 km	21.25 km (13.79 km underground)	72.095 km
		NUMBER OF STATIONS						
		5	5	3	14	16	18 (12 underground)	61
1	Land and R&R	136.52	126.49	152.60	363.23	687.1	537.24	2003.18
2	Civil Engineering Works	516.59	532.4	312.48	1425.26	1724.95	4817.16	9328.84
3	Electrical Works	84.11	62.90	35.29	155.00	293.97	255.97	887.24
4	S & T Works	103.84	116.27	61.2	264.88	334.62	396.07	1276.88
5	Depots	40.00	60.00	30.00	80.00	238.00	288.00	736.00
6	Rolling Stock	361.00	285.00	199.50	950.00	627.00	690.00	3112.50
7	General charges including administration, contingency etc.	98.78	89.91	56.61	245.22	282.93	541.56	1315.01
	TOTAL	1340.84	1272.97	847.68	3483.59	4188.57	7526.00	18659.65
8	Taxes	207.00	193.00	117.00	532.00	590.00	1204.00	2843.00
9	PVC at 5% per annum	320.11	299.91	203.54	829.41	965.52	2284.00	4902.49
	TOTAL PROJECT COMPLETION COST	1867.95	1765.88	1168.22	4845.00	5744.09	11014.00	26405.14




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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/PTA [including borrowing from bilateral and multilateral international funding agencies] as detailed in Cl. 1.2 above.
- 10.2 GoI and GoK would contribute equally over the project period a sum of Rs.3,868.35 Crore each in the form of Equity aggregating to Rs.7736.70 Crores (Rupees Seven thousand seven hundred and thirty six crore and seventy lakhs only).
- 10.3 The subordinate debt from GoI and GoK will be Rs. 1412.65 Crores and Rs.3424.75 Crores respectively over the project period. In addition, GoK shall provide grant contribution of Rs. 1689.90 Crores towards the project.
- 10.4 GOK will exempt BMRCL from its State/Local taxes and duties/levies or reimburse the same and the same will not be included in the project cost.
- 10.5 There will be no waiver of taxes and duties by the GoI.

11.0 COST ESCALATION

- 11.1 It is agreed between the Parties that any cost escalation due to changes in the statutory Central duties / levies and exchange rate variation shall be shared equally between the project promoters i.e. GoI and GoK. Any other cost escalation including price escalation, change in scope or avoidable delay etc. within and beyond the approved time cycle as well as inclusion of essential items not reflected in Detail Project Report (DPR) shall be entirely borne by the GoK. The State / local taxes shall be entirely waived / reimbursed by GoK and will not be included in the project cost. The Operational losses are also to be borne by SPV (BMRCL) or GoK. As such no unlimited liability is mooted for GoI. GoI will also 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.

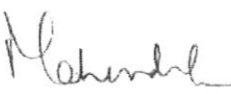
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Additional Chief Secretary to Government
Ministry of Transport, Government of Karnataka

Radheep Singh Kharola, IAS
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12.0 OBLIGATIONS OF GOK:

- 12.1 To bear the entire cost of land acquisition and Resettlement and Rehabilitation (including escalation) through its share of interest-free Subordinate debt. In case of escalations of these components, the subordinate debt component of GoK shall be accordingly increased. GoK would ensure that land acquisition does not become reason for delay in implementation of the project.
- 12.2 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.
- 12.3 To dispose 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.
- 12.4 To expeditiously acquire the land/properties identified in the alignment free from encroachments and encumbrances and handover possession of the same to the BMRCL, and also to ensure that the land acquisition does not become reason for delay in implementation of the project.
- 12.5 GoK covenants that it will not restrict the use of the Land in any way and that the BMRCL 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 in the Project.
- 12.6 To provide all such necessary assistance reasonably requested by the BMRCL with respect to clearances and preparation of the land for use including commercial exploitation thereof with a view to improve the financial sustainability of BMRCL.
- 12.7 To ensure that electric power is made available to the project on a 'no-profit-no-loss' basis.

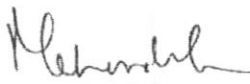



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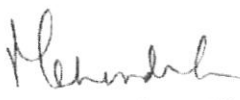
- 12.8 To subscribe towards equity share capital of the BMRCL as approved by the GOI totaling Rs. 3868.35 Crore (Rupees Three thousand eight hundred and sixty eight crore and thirty five lakhs only) and release the equity capital before Senior term debt / PTA is drawn to the extent possible with the objective of minimizing the interest burden on the project.
- 12.9 To provide the Subordinate debt of Rs. 3424.75 Crores (Rupees Three thousand four hundred and twenty four Crores and Seventy five lakhs only) for utilisation of BMRCL before taking recourse to senior term debt to the extent possible for minimizing the interest burden of the project. In addition, GoK shall make a grant contribution of Rs.1689.90 Crore (Rupees One thousand six hundred and eighty nine Crore and Ninety lakhs only) towards the Project. In case the Grant funded by GoK from the Urban Infrastructure Fund through levy of dedicated taxes/levies/betterment tax etc to this project exceeds 1689.90 crore, the saving therefore will be utilised for bringing down the Subordinate Debt to GoI and GoK.
- 12.10 To share with GoI any cost escalation of the Project, as may be approved by the GoI.
- 12.11 To initiate or amend, any law, rule, order or notification necessary or desirable for the implementation of the Project.
- 12.12 To ensure price based measures to promote and facilitate metro ridership, as part of an integrated traffic ratio rationalization plan and Comprehensive Mobility Plan for Bangalore city with a view to ensuring that the projected ridership is realized.
- 12.13 To accord high priority for integration of various modes of transport which would act as feeder / evacuation systems to the Bangalore Metro for improving ridership in the influence zone including pedestrianisation, public bike sharing facility, feeder buses, adequate parking space at stations, improvement in city bus service, to introduce modern Intelligent Transport Systems (ITS) enable buses, roll out of Common Mobility Card and Integrated ticketing across all modes and all operators as well as setting up of National Public Transport helpline.


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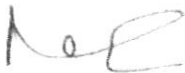
- 12.14 To ensure that the metro rail project provides for first and last mile connectivity, accessibility and appropriate security arrangements.
- 12.15 To continue the existing High Power Committee (HPC) set up for Phase-1 of the Project under the Chairmanship of Chief Secretary to Govt. of Karnataka with the composition of other members like Secretaries of concerned departments of State Government, Head of Civic Bodies etc., to address and sort out all State level issues regarding implementation and to take expeditious decision on matters relating to land acquisition, shifting of Utilities and other structures in the project alignment, rehabilitation of project affected persons, multimodal integration and such other matters where the State Government has to facilitate quick action. The committee shall normally meet once in a month or more after, if required, to sort out all these issues.
- 12.16 To finance the Cash losses, if any, during the operational phase, if the same cannot be provided by BMRCL.
- 12.17 To make institutional arrangement for periodic fare revision for not only the proposed Metro, but also for other competing modes. A mutually agreed schedule for the periodic revision of fares, for the Metros as well as other modes of transport issued by GoK shall form part of this MOU.
- 12.18 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 BMRCL.
- 12.19 To repay the Senior Term Debt / PTA (as and when it becomes due) on account of cash losses, in case BMRCL is not able to repay the same to GoI.
- 12.20 To designate one of the State Government nominees as the full time Managing Director of the Company with the prior consent of Government of India.

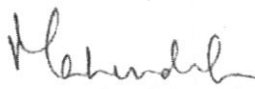



Mohendra Jain IAS
Ministerial Dept of Secretary to Govt.
Urban Development Department


PRADEEP SINGH KHAROLA, IAS
Managing Director
Bangalore Metro Rail Corporation Ltd.
3rd Floor, BMTCL Complex, K.H. Road,
Shanthinagar, Bangalore-560 027, India

- 12.21 Not to transfer the MD of the company, the State Government nominee, without the prior consent of Ministry of Urban Development, GoI.
- 12.22 Not to give any new assignment to the SPV (BMRCL) unilaterally.
- 12.23 To place the State Government officers, if required, on deputation to BMRCL under the administrative control of the BMRCL's Board of Directors.
- 12.24 In case of BMRCL not being able to repay any loan contracted by it (as and when it becomes due) on account of cash losses, the responsibility for the same shall also be borne by GoK and not by GoI.
- 12.25 The GoK will ensure that Interest on Senior Term Debt for the Project, if raised from domestic sources by BMRCL, is pegged between 1.5% to 2% so that the debt service coverage ratio (DSCR) is more than 1. Interest payable beyond 2% (to maintain DSCR of more than 1) shall be shared by GoK from the dedicated Urban Transport Fund. This liability of GoK to reduce the interest burden will be limited to the funds available from the Urban Transport Fund for BMRCL. However, the overall liability of GoK to fund the repayment of loans (in case of cash losses) shall remain.
- 12.26 GoK would set up a dedicated Urban Transport Fund at State level & City/Metropolitan area level in consultation with MoUD, GoI, through levy of dedicated taxes/levies, betterment tax / impact fee, development charges and higher FAR in the influence zone of Metro Railway stations as envisaged in National Urban Transport Policy, 2006 to create pool of resources for part financing the Project, replacement of assets and providing operational subsidies, interest subsidy, if any, not only for this project but other Urban Transport projects as well. The amount realized from the increased land and property value capture from sale / rental proceeds would be credited to Dedicated Urban Transport Fund.




Mahendra Jain, IAS
Additional Chief Secretary to Govt
Urban Development Department



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- 12.27 The additional staff / other requirements required at GoI [(MoUD / Ministry of Railways (MoR)] or GoK level to handle extra work load on account of the Project, during construction, operation and maintenance phase, shall be provided by BMRCL and shall be chargeable to the Project. Such staff would be on contract basis so that no permanent liability is created on the Government of India or GoK.
- 12.28 The GoK and /or City Corporation would come up with parking policy wherein parking fee represents the true value of the land occupied, which is used to make public transport more attractive: banning of parking on arterial/ring roads: provision of multi-level parking centres in the city centres with park and ride facility etc. and advertisement policy for the city which taps advertisement revenue on public transport, intermediate public transport, public utilities and street furniture.
- 12.29 GoK would facilitate Property Development by BMRCL near Stations, Depots and metro alignments, to the extent possible. GoK would also undertake Transit Oriented Development for the Bangalore Metro Phase-2 Corridors and its influence zone, for planned development of the region as well as to increase the ridership and decrease the overall travel demand. Land Use densification around the stations with mixed land use also needs to be done to increase the ridership and decrease the overall travel demand.

13.0 OBLIGATIONS OF GOI

- 13.1 To subscribe towards equity share capital of the BMRCL totaling Rs.3868.35 Crores (Rupees Three thousand eight hundred and sixty eight Crores and Thirty five lakhs only) and release the equity capital to the extent possible before Senior Term Debt/ PTA is drawn with the objective of minimizing the interest burden on the project.
- 13.2 To provide the Subordinate debt of Rs. 1412.65 Crore (Rupees One thousand four hundred and twelve Crore and Sixty Five lakhs only) for utilisation by BMRCL before taking recourse to senior debt to the extent possible for minimizing the interest burden on the project.



Mahendra Jain, IAS
Additional Chief Secretary to Govt.,
Urban Development Department



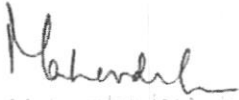
RADEEP SINGH KHAROLA, IAS
Managing Director
Bangalore Metro Rail Corporation Ltd.
3rd Floor, BMTC Complex, K.H. Road,
Shanthinagar, Bangalore-560 027, India


- 13.3 GoI will facilitate assistance through International Funding Agencies like JICA, KfW, AFD available directly to BMRCL through gross budgetary resources in the form of Pass Through Assistance on back to back basis.
- 13.4 To share with GoK any cost escalation due to changes in the Statutory Central duties / levies and exchange rate variation in terms of Clause 11.1 above.
- 13.5 To approve the technical standards and specifications to be followed for the project.
- 13.6 To provide for safety certification by Commission of Railway Safety.
- 13.7 Not to give any assignment to the SPV (BMRCL) unilaterally.
- 13.8 To place the annual report of BMRCL before the Parliament.
- 13.9 To reply to Comptroller and Auditor General's (C&AG) audit observations.
- 13.10 To place the Government of India Officers, if required, on deputation to BMRCL under the administrative control of the BMRCL Board of Directors.
- 13.11 GoI would not finance cash losses and capital expenditure during the operational phase and its requirement would be financed by the SPV and /or the State Government from its own recourses.

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

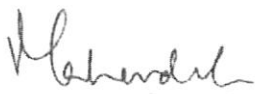
- 14.1 BMRCL which has been set up as joint venture of GoI and GoK is meant exclusively for implementation of the Project and no new assignment should be given to the Company by the Promoters unilaterally. BMRCL shall construct, develop, commission, operate and maintain the Project in accordance with the approved Project schedule and applicable laws. The phasing of expenditure during the project implementation and drawdown schedule, item wise and quarterly will be decided in consultation with GoI and GoK separately.




Mohendra
Additional Chief Secretary to Govt.
Urban Development Department


PRADEEP SINGH KHAROLA, IAS
Managing Director
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Shanthinagar, Bangalore-560 027 India

- 14.2 The prescribed codes and specifications for various items for construction and operation as well as the safety standards set by the Appropriate Authorities will be strictly followed and complied with by BMRCL.
- 14.3 The Company shall open any section for public carriage of passengers only after the Safety has been certified by Commission of Railway Safety.
- 14.4 BMRCL shall engage Competent Operators/Drivers and other skilled operators possessing the prescribed qualifications and passing necessary tests.
- 14.5 BMRCL shall undertake to pay in case of accidents, as ordered by the concerned Claims Authority.
- 14.6 BMRCL shall not without the prior approval of the promoters change the Funding pattern.
- 14.7 BMRCL shall not undertake any new assignment and the Promoters shall not entrust any new assignment, unless the entrustment of new assignment is agreed to between the promoters mutually.
- 14.8 To engage, recruit or employ personnel, employees, staff, officers, servants, labour, workmen, contractors, 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 etc., thereto.
- 14.9 To make statutory arrangements for periodic fare revision and a mutually agreed schedule for periodic revision of fares as well.
- 14.10 It is further agreed and understood that at no stage such personnel, employees, staff, officers, servants, labour, workmen, contractors, local or otherwise, temporary or permanent, recruited employed or, engaged in the development, construction, commissioning and operation of the project by BMRCL 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 GOK or GOI.




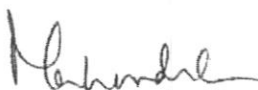
Managing Director
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3rd Floor, BMTCL Complex, K.H. Road,
Shanthinagar, Bangalore-560 027 India




Managing Director
Bangalore Metro Rail Corporation Ltd.
3rd Floor, BMTCL Complex, K.H. Road,
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- 14.11 BMRCL may from time to time frame its own rules, regulations, procedures, working arrangements, management, corporate governance 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 this MoU.
- 14.12 BMRCL may implement the project and raise senior term debt from the market within the Financing pattern of the Phase-2 project as per Cl. 1.2 above with prior approval of GoI and GoK.
- 14.13 BMRCL shall make repayment of subordinate debt to GoI and GoK proportionately only after repayment of entire Senior Term Debt availed for the Project.
- 14.14 BMRCL 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. GoI shall have first charge on the Escrow Account.
- 14.15 The entire loan amount disbursed by International Funding Agencies as per their Loan Agreement shall be the liability of BMRCL for the purpose of repayment of such Loans through GoI. The repayment of loan of GoI by BMRCL shall be through an Escrow Account.
- 14.16 The debt servicing liability of BMRCL with regard to the Loans from International Funding Agencies shall be reckoned based on the repayment schedule received from such Funding Agencies in Rupee terms along with exchange rate fluctuation of loan currency.
- 14.17 BMRCL shall follow CVC guidelines and the provisions of Karnataka Transparency in Public Procurements Act, 1999, read with the Rules, as amended from time to time, for all tenders and contracts and the guidelines of the Department of Public Enterprises, in respect of its investments, to strengthen its Corporate Governance and shall be subject to audit by CAG and scrutiny by Parliament and State Legislature.



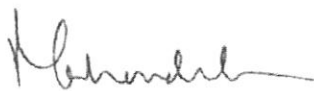

Mahendra Jant
Regional Chief Executive Officer
Bangalore Metro Rail Corporation Ltd.


PRADEEP SINGH KHAROLA, IAS
Managing Director
Bangalore Metro Rail Corporation Ltd.
3rd Floor, BMTCL Complex, K H. Road
Shanthinagar, Bang


- 14.18 Government of Karnataka and BMRCL will take note of the observations of the Ministry of Home Affairs (MHA), GoI, on security issues and ensure taking adequate necessary steps accordingly.
- 14.19 BMRCL shall be bound by such directions on question of policy as the Central Government (GoI) may give in writing from time to time.
- 14.20 BMRCL shall obtain all necessary and statutory clearances of Central and State Governments as applicable on the Project.

15.0 ORGANISATIONAL SET-UP

- 15.1 The management of the company vests entirely with the Board of Directors (Board) consisting of ten (10) Directors, each promoter nominating five (5) 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) Directors including Secretary, Ministry of Urban Development as ex-officio Chairman of the Board. GoK shall be entitled to appoint four (4) Directors and a Managing Director.
- 15.3 The full-time Managing Director with adequate administrative experience shall be nominee of GoK with prior consent of GoI and shall be appointed by the BMRCL Board. The Managing Director, whether on deputation or recruited by BMRCL shall be fully accountable to the Board.
- 15.4 The BoD shall proceed to have functional Directors, in addition to 10 nominee Directors, forthwith, as per guidelines issued by GoI from time to time.
- 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 (BMRCL) shall be in the hands of the Managing Director, who shall have the powers and authority on behalf of the Company (BMRCL) to take decisions and to enter into all contracts and to make all purchases and do all other things as are necessary or desirable.



Mahendra Singh
Additional Chairman
Joint Director

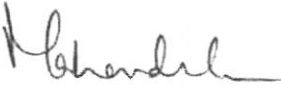


RADEEP SINGH KHAROLA, IAS
Managing Director
Bangalore Metro Rail Corporation Ltd.
3rd Floor, BMTC Complex, K.H. Road,
Santhosha Nagar, Bangalore-560 027, India

16.0 GENERAL

- 16.1 All additions, supplements, amendments or variations to this MoU shall be in writing 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 In case of any difference of opinion arising between GoI and GoK 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 21st February 2014.




Manojendra Jain IAS,
Additional Chief Secretary to Govt.,
Urban Development Department


PRADEEP SINGH KHAROLA IAS
Managing Director
Bangalore Metro Rail Corporation Ltd
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Shanthinagar, Bangalore, 560 027, India

16.7 MoUD, GoI will take necessary steps in regard to standardization and indigenization across all Metro systems.

16.8 MoUD, GoI will work out details with regard to a Central Agency for safety certification for all Metro systems.

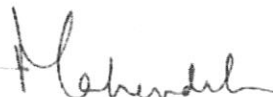
IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding on the date mentioned first above, by their duly authorized representatives.

Signed for and on behalf of /
GoI



RAJIV GAUBA
(Authorised Signatory)
Secretary
M/o Urban Development
Government of India

Signed for and on behalf of /
GoK



MAHENDRA JAIN
(Authorised Signatory)
Addl. Chief Secretary
Urban Development Department
Government of Karnataka
Mahendra Jain IAS.
Additional Chief Secretary to Govt.,
Urban Development Department

Signed for and on behalf of
BMRL

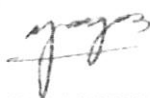


PRADEEP SINGH KHAROLA
(Authorised Signatory)
Managing Director
BMRL

PRADEEP SINGH KHAROLA, IAS
Managing Director
Bangalore Metro Rail Corporation Ltd.
3rd Floor, BMTC Complex, K.H. Road,
Shanthinagar, Bangalore-560 027 India

Witnesses:

1.



U. JAGADISH NAYAK
Company Secretary
Bangalore Metro Rail Corporation Ltd.
3rd Floor, BMTC Complex, K.H. Road
Shanthinagar, Bangalore - 560 027

2.

MEMORANDUM OF UNDERSTANDING

BETWEEN

GOVERNMENT OF INDIA, GOVERNMENT OF KARNATAKA

AND

BANGALORE METRO RAIL CORPORATION LIMITED
(A Joint Venture of Government of India and Government of Karnataka)

This Memorandum of Understanding (hereinafter referred to as MoU) is made at New Delhi/ Bengaluru on the 16th day of SEPTEMBER (month) 2021.

BETWEEN


1. The Government of India, (hereinafter referred to as "GoI") represented by the Secretary to the Government of India, Ministry of Housing and Urban Affairs having Office at Nirman Bhawan, New Delhi, of the "First Part."


AND

2. The Government of Karnataka, (hereinafter referred to as "GoK") represented by the Additional Chief Secretary, Urban Development Department Government of Karnataka, having Office at Vikasa Soudha, Bengaluru, of the "Second Part".

AND

3. Bangalore Metro Rail Corporation Limited, (hereinafter referred to as "BMRCL" or "the Company") a company formed under the Companies Act, 1956 on 12th September 2005 (originally incorporated on 21.09.1994 as BMRTL) and presently a Joint Venture Company of Govt. of India and Govt. of Karnataka within the meaning of Section 2(45) of the Companies Act, 2013) represented herein by its Managing Director, having Registered Office at III Floor, BMTCL Complex, K.H. Road, Shanthinagar, Bangalore-560 027, of the "Third Part".


DURGA SHANKER MISHRA
Secretary
आवासन और शहरी कार्य मंत्रालय
Ministry of Housing & Urban Affairs
निर्माण भवन, नई दिल्ली
Nirman Bhawan, New Delhi


Rakesh Singh, I.A.S.
Additional Chief Secretary to Govt.
Urban Development, Government of Karnataka



ANJUM PARWEZ, I.A.S.
MANAGING DIRECTOR
Bangalore Metro Rail Corp. Ltd
3rd Floor, BMTCL Complex, K.H. Road
Shanthinagar, Bangalore - 560 027

1.0 PREMABLE

1.1 Government of India (GoI), on 11.05.2006 & 21.01.2010, had approved the implementation of the Bangalore Metro Rail Project Phase-I (East West Corridor - 18.10 kms and North South Corridor- 24.20 kms), in Bengaluru covering a length of 42.3 Km with 40 stations at the completion cost of ₹ 13,845.01 crore. The Phase-I is fully operational since June 2017. Government of India on 21.02.2014, approved the implementation of the Phase-II of Bangalore Metro Rail Project at the completion cost of ₹ 26,405.14 crore, covering the length of 72.1 kms with 61 stations (49 elevated & 12 Underground) providing four extension lines to Phase-I namely, Baiyappanahalli to Whitefield, Mysore Road to Kengeri, Hesaraghatta Cross to BIEC, Puttenahalli Cross to Anjanapura Township and two new lines namely RV Road to Bommasandra and Gottigere to Nagwara. The scheduled completion period of the Phase - II project is 5 years from the date of start of work i.e. January, 2021 and the likely date of completion is March 2025. Stretch of 6.3 km of Phase-II from Yelachenahalli to Silk Institute has been made operational on 14.01.2021.

1.2 In order to provide enhanced coverage of the Bangalore Metro Rail System and also to extend the metro rail services to other important areas of Bengaluru City, the Bangalore Metro Rail Project Phase-2A & 2B (ORR-Airport Metro) has been sanctioned by the Govt. of India vide its letter No. K-14011/5/2018-MRTS-Coord dated 7th June 2021. Prior to GoI's approval, Govt. of Karnataka had also given its approval for the Bangalore Metro Rail Project Phase-2A & 2B (hereinafter referred to as 'Project') vide its Orders No UDD 384 PRJ 2018 dated 24.01.2019 and UDD 385 PRJ dated 19.01.2019. The total length of Bangalore Metro Rail Project Phase 2A & 2B (ORR-Airport Metro) is 58.19 kms with 30 stations (29 elevated and 1 Underground) and comprises of two corridors viz. Phase 2A from Central Silk Board Junction to K.R. Puram (length 19.75 kms) and Phase 2B from K.R. Puram to Airport via Hebbal Junction (length 38.44 kms).

1.3 The total completion cost of the Project will be ₹ 14,788.101 crore with contribution of Government of India (GoI) in the form of Equity, Subordinate Debt and Senior Term Debt as per Financing Pattern contained in Para 4 of the GoI Order No.K-14011/5/2018-MRTS-Coord dated 7th June 2021 as detailed below (Table-1):


दुर्गा शंकर मिश्रा
DURGA SHANKER MISHRA
सचिव/Secretary
आवासन और शहरी कार्य मंत्रालय
Ministry of Housing & Urban Affairs
निर्मल भवन, नई दिल्ली
Nirman Bhawan, New Delhi


ANJUM PARWEZ I.A.S.,
MANAGING DIRECTOR
Bangalore Metro Rail Corp. Ltd
3rd Floor, BMTCL Complex, K.H. Road,
Shanbhagan, Bangalore



ANJUM PARWEZ I.A.S.,
MANAGING DIRECTOR
Bangalore Metro Rail Corp. Ltd
3rd Floor, BMTCL Complex, K.H. Road,
Shanbhagan, Bangalore


Table-1 Funding Pattern			
Sr No	Sources	Amount (₹ in crore)	Share %
1	Gol – Equity	1,617.249	16.28%
2	Gol -Sub – Debt	369.557	3.72%
3	Gol Share Sub Total	1,986.806	20.0%
4	GoK – Equity	1,617.249	16.28%
5	GoK -Sub – Debt	369.557	3.72%
6	GoK Share Sub Total	1,986.806	20.0%
7	External Assistance from Multilateral / Bilateral agencies or Loan from domestic sources	5,960.418	60.0%
8	Sub Total	9934.030	100.0%
9	Accruals from Value Capture Financing	250.000	
10	GoK- Subordinate Debt (Land Cost & Property Development)	2,761.810	
11	GoK Subordinate Debt (State taxes)	639.161	
12	Innovative Financing (Private Participation)	850.000	
13	Interest during construction (IDC) to be borne by GoK	353.100	
14	Total	14788.101	


1.4 The Project will be implemented as a Central Sector Project through the Executing Agency, i.e. Bangalore Metro Rail Corporation Ltd. (BMRCL) which is a Special Purpose Vehicle (SPV) for the implementation of the project with Government of India and Government of Karnataka being the joint promoters with equal equity holding. The above sanction letter of Gol dated 7th June 2021 is appended as **Annexure-'A'** and forms part and parcel of this MoU. Any further extensions or phases of Bangalore Metro Rail Project as approved by Government of India from time to time will also form part and parcel of this MoU. The MoU dated 24.12.2010, 10.07.2013 and 24.02.2017 between the Parties herein, concerning the Bangalore Metro Rail Project, shall also be read in conjunction with this MoU.


1.5 In this context, Gol, GoK and BMRCL deem it necessary and expedient to record their understandings, commitments, obligations, covenants, and their interfaces in the form of this Memorandum of Understanding (MoU).

1.6 Now, it is hereby agreed between Gol, GoK and BMRCL as follows:

2.0 DEFINITIONS AND INTERPRETATIONS


 दुर्गा शंकर मिश्रा
 DURGA SHANKER MISHRA
 सचिव, आवास
 आवास और शहरी विकास विभाग
 Ministry of Housing and Urban Affairs
 निर्माण भवन, नई दिल्ली
 Nirman Bhawan, New Delhi.


 आनजुम परवेज, आई.एस.
 Joint Director General to Govt
 Urban Development Department


 ANJUM PARWEZ I.A.S.
 MANAGING DIRECTOR
 Bangalore Metro Rail Corp. Ltd
 3rd Floor, BMTCL Complex, K.P. Road
 Shanthinagar, Bangalore - 560029

2.1 In this MoU:

- a. The paragraph headings and numberings are for convenience only and shall be ignored in the interpretation of this MoU;
- b. The singular includes the plural and vice versa;
- c. The reference to a "person" and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities;
- d. Reference to any agreement, enactment, ordinance or regulation includes any amendment, modification or replacement thereof or supplement thereto, in whole or in part;
- e. Reference to Article, Paragraphs, Sub-paragraphs, Schedules and Appendices, are, unless the context otherwise requires, references to Articles, Paragraphs, subparagraphs, Schedule and Appendices, respectively, of this Agreement; and
- f. 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.
- g. The Annexure and Schedule to this MoU form an integral part of this MoU and will be in full force and effect as though they were expressly set out in the body of this MoU.

3.0 TERM

3.1 This MoU shall be effective and continue to be valid till such time as the Gol holds equity in BMRCI, and the debt from the Gol including the debt from any international financing agency whose repayment has been guaranteed by the Gol, is repaid in full. It is also understood, that this MoU can be further extended by mutual consent of GoK and Gol.

4.0 OBJECT & SCOPE

4.1 The object of this MoU is to set out the broad principles of co-operation and modalities to guide and govern the role of the Parties in the effective implementation of the said Project in accordance with the Sanction Order No.K-14011/5-2018-MRTS-Coord dated 7th June 2021, issued by MoHUA and approval of Govt. of Karnataka issued vide letters No. UDD 384 PRJ 2018 dated 24.01.2019 and UDD 385 PRJ dated 19.01.2019

5.0 DESIGN & TECHNOLOGY

5.1 The design and technology of the Project to be implemented shall be in accordance with the details contained in the Detailed Project Reports (DPRs) and addendum to DPRs as approved by GoK & Gol subject to such modification as may be approved by Board of Directors of BMRCI, or Gol as per the extant norms.



6.0 INSTITUTIONAL ARRANGEMENT

6.1 The Project shall be implemented by the existing special purpose vehicle (SPV), namely BMRCL.

7.0 LEGISLATION


7.1 Legal framework for the Bangalore Metro Rail Project Phase 2A & 2B project to be taken up by BMRCL, shall be under the Metro Railways (Construction of Works) Act 1978, the Railways Act, 1989 and the Metro Railways Operations & Maintenance (O&M) 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 Government of India.

8.0 PROJECT IMPLEMENTATION PERIOD

8.1 The completion period of the project shall be five years instead of 45 months from the date of sanction of the project as proposed in PIB note in view of the impact of the pandemic on the construction activities and longer time required for completion of supply of rolling stock. No increase in the approved project cost of the project to be allowed in view of the longer completion period.

9.0 COST OF THE PROJECT

9.1 The total completion cost of the Project shall be ₹ 14,788.101 crore (Rupees Fourteen Thousand Seven Hundred Eighty-Eight Crore and Ten Lakh and Ten Thousand only) ("Project Cost"), including price escalation, central taxes and duties, land cost, property development, Innovative Financing, Interest During Construction and State taxes as per the benchmarking norms firmed up by MoHUA. The break-up of the various components of the total project cost of ₹ 14,788.101 crore is as under (Table -2):


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Table-2 Total cost of the Phase 2A & 2B Project (Break-up of the various Components)				
SN	Item	Total Cost (₹ in crore)		
		Phase-2A	Phase-2B	Combined Cost
1	Alignment and Formation	801.880	1426.672	2228.552
2	Station Buildings (Civil and E&M)	471.080	644.120	1115.200
3	Permanent way	174.330	325.854	500.184
4	Traction & Power Supply	311.320	613.180	924.500
5	Signaling & Telecom	205.400	347.536	552.936
6	Automatic Fare Collection	45.500	59.500	105.000
7	Platform Screen Doors	0	6.000	6.000
8	Shifting of Miscellaneous Utilities	148.000	281.830	429.830
9	Multimodal integration Last mile connectivity	39.000	51.000	90.000
10	Depot	206.500	340.000	546.500
11	Rolling Stock	768.000	1008.000	1776.000
12	Security-Capital Cost	4.810	6.290	11.100
13	Road Restoration	44.000	22.000	66.000
14	Total Cost (1 to 13) (At January, 2019 price level)	3219.820	5131.982	8351.802
15	Total Cost at January, 2020 price level taking 5 % escalation on January, 2019 price level cost (1.05 of SN14)	3380.811	5388.581	8769.392
16	Total taxes (GST & Custom Duty)			1267.962
17	General Charges (GC) @ 5% of the cost excluding land cost & taxes (5% of S.No 15)			438.470
18	Contingency @ 3% of the cost excluding land & taxes (3% of SN 15)			263.082
19	Total cost incl. GC and Contingency at January 2020 price level (Excl. Land cost and Taxes) (S.no 15+17+18)			9470.943
20	Total cost incl. GC, Contingency and Taxes but excluding, land cost at January 2020 price level (S.no 19+16)			10738.906
21	Escalation in cost during construction (except land cost) including taxes of Rs. 110.313 Crore			934.285
22	Cost of Land including Property Development			2761.810
23	Interest during construction (IDC)			353.100
24	TOTAL COST (SN 20+21+22+23)			14788.101

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/Pass through Assistance (PTA) (including


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borrowing from bilateral and multilateral international funding agencies} as detailed in Clause 1.3 above.

10.2 Gol and GoK would contribute equally over the project period, a sum of ₹ 1,986.806 (Rupees one thousand nine hundred eighty six crore and eighty lakh and sixty thousand only) crore each in the form of equity aggregating to ₹ 3,973.612 crore (Rupees three thousand nine hundred seventy three crore and sixty one lakh and twenty thousand only). ₹ 250 crore out of the last installment of Gol's equity contribution is to be linked to the VCF accrual of ₹ 250 crore for the MRTS and the same being made available to BMRCCL within the approved project completion period in addition to contribution of the State Government as per the recommended funding plan.

10.3 The subordinate debt from Gol and GoK will be ₹ 369.557 crore (Rupees three hundred sixty nine crore and fifty five lakh and seventy thousand only) each over the project period.


10.4 Pass through assistance from multilateral and bilateral development agencies would be limited to ₹ 5,960.418 crore (Rupees five thousand nine hundred sixty crore and forty one lakh and eighty thousand only). External funding shall be on back to back basis as per standard arrangement of the Department of Economic Affairs (DEA).


10.5 The Gol financial support for the project shall be ring-fenced to ₹1,986.806 crore (Rupees one thousand nine hundred eighty six crore and eighty lakhs and sixty thousand only) being 20% of the project completion cost (excluding land cost, land acquisition, R&R, state taxes, IDC and the cost financed from accrual from value capture financing and private participation).


10.6 GoK shall provide subordinate debt for land & property development to the tune of ₹ 2761.810 crore {Rupees two thousand seven hundred sixty one crore and eighty one lakh only) and for state taxes to the tune of ₹ 639.161 crore (Rupees six hundred thirty nine crore and sixteen lakh and ten thousand only).

10.7 GoK shall bear ₹ 353.10 crore (Rupees Three Hundred and Fifty Three Crore and Ten lakh only) towards Interest during construction (IDC).

10.8 GoK will either exempt the SPV from its State/local taxes and duties/levies or reimburse the same. The State/local taxes would not form part of the project cost to be shared by the Government of India.


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10.9 GoI share will not be released till the tripartite MoU is signed.

11.0 COST ESCALATION

11.1 Government of India (GoI) will provide financial support to Phase 2A & 2B of Bengaluru Metro Rail Project in the form of equity and subordinate debt for part central taxes and duties amounting to ₹ 1,986.806 crore (completely ring fenced to 20% of the estimated completion cost of Phase 2A & 2B of Bengaluru Metro Rail Project excluding land cost, state taxes, IDC and the cost financed from accrual from value capture financing and direct private participation).


11.2 Any subsequent 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 any item not referred to in 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 SPV. In case SPV fails, the liabilities will be borne by the Govt. of Karnataka. As per Metro Rail Policy 2017 land and R&R cost will be borne by the Govt. of Karnataka. This should be suitably incorporated in Shareholders Agreement.


12. OBLIGATIONS OF GoK:

12.1 GoK shall bear complete cost of land acquisition, resettlement and rehabilitation (R&R) including escalation as per Metro Rail Policy 2017. Any subsequent 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 any item not referred to in 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 SPV. In case SPV fails, the liabilities will be borne by the Govt. of Karnataka. GoK may rework the DPR on realistic basis with adequate deliberation on the issues, if any, raised by various stakeholders before going ahead with implementation to ensure sustainability of the project.

12.2 Government of Karnataka (GoK) would ensure price based measures to promote and facilitate metro rail rider-ship, as part of an integrated traffic rationalization plan and Comprehensive Mobility Plan (CMP) for the Bangalore City with a view to ensure that the projected rider-ship is realized. There will be no liability on the part of the Government of India (GoI) if the ridership does not materialize and/or the project does not make adequate profits/surplus.


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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 subscribe towards equity share capital of the BMRCL as approved by the GoI totaling ₹ 1617.249 crore (Rs. One thousand six hundred seventeen crore and twenty four lakh and ninety thousand only) and release the equity capital before senior term debt / PTA is drawn to the extent possible with the objective of minimizing the interest burden on the Project.

12.5 To provide the subordinate debt of ₹ 369.557 crore (Rupees three hundred sixty nine crore and fifty five lakh and seventy thousand only) for utilization of BMRCL before taking recourse to senior debt / PTA to the extent possible for minimizing the interest burden on the Project. In addition, GoK shall provide subordinate debt for land & property development to the tune of ₹ 2761.810 crore (rupees two thousand seven hundred sixty one crore and eighty one lakh only) and for state taxes to the tune of ₹ 639.161 crore (Rupees six hundred thirty nine crore and sixteen lakh and ten thousand only).

12.6 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 Department of Economic Affairs(DEA), if GoK so chooses and subject to the approval of GoI.


12.7 To bear the cost of Interest during Construction (IDC).

12.8 To bear any cost escalation as may be approved by GoI.

12.9 To set up a dedicated Urban Transport Fund (UTF) at the State level as well as at the city/metropolitan area level in consultation with MoHUA through levy of dedicated taxes/levies, betterment tax/impact fee, development charges and higher FAR in the influence zone of Metro Railway stations as envisaged in National Urban Transport Policy, 2006 to create pool of resources for replacement of assets and providing operational subsidies, if any, not only for this project but other Urban Transport projects as well. The amount realized from the increased land and property value capture from sale/rental proceeds would be credited to Dedicated Urban Transport Fund.

12.10 To either exempt the SPV from its State/local taxes and duties/levies or reimburse the same.


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12.11 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.

12.12 To expeditiously acquire the land / properties identified in the alignment make it free from encroachments and encumbrances and handover possession of the same to and also to ensure that land acquisition does not become reason for delay in implementation of the Project.

12.13 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.

12.14 To covenant that it will not restrict the use of the land in any way and that the BMRCL 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:

12.15 To provide all such necessary assistance reasonably requested by the BMRCL with respect to clearances and preparation of the land for use including commercial exploitation thereof with a view to improve the financial sustainability of SPV, subject to all applicable laws Rules and Regulations, in force from time to time:


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 finance cash losses, if any, and capital expenditure during the operational phase from its own resources, in case the same cannot be provided by BMRCL.

12.18 The monitoring of the project for timely completion will be done by the existing High Powered Committee under the chairmanship of Chief Secretary to the GoK, with other Secretaries concerned, as members. This High Powered Committee will take expeditious decisions on matters relating to land acquisition, shifting of utilities and other structures in the project alignment, rehabilitation of Project Affected Persons, Multi-modal integration and such other matter where the State Government has to facilitate quick action including various conditions of sanction of this project. The Committee shall normally meet once in a month or more often if required, to sort out all the issues expeditiously.

12.19 To accord high priority for integration of various modes of transport including non-motorized modes which would act as feeder/evacuation system to the Bangalore metro


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with a view to improving the ridership including pedestrianisation, public bike sharing facility, feeder buses, adequate parking space for bicycles & cars and bus/taxi/auto stands at the stations, improvement in city bus service to introduce modern ITS-enabled buses, public bicycle system, National Common Mobility Card and integrated ticketing across all modes of transport and all operators in the city. GoK should also facilitate a well-connected network by integrating sub-urban railways (by involving Ministry of Railways) in the region.

12.20 GoK shall ensure that the metro rail project provides for first and last mile connectivity, accessibility and appropriate security arrangements.

12.21 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.

12.22 To set up a Traffic Information Management Control Centre (TIMCC) for effective traffic monitoring and enforcement as well as for data generation and data collection for future planning.

12.23 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:


12.24 To ensure that city corporation shall come up with a parking policy wherein parking fee represents the true value of the land occupied, which is used to make public transport more attractive: banning of parking on arterial/ring roads: provision of multi-level parking centre in city centre with park-and-ride facility etc.


12.25 To ensure that city corporation shall come up with an advertisement policy to tap advertisement revenue on public transport, intermediate public transport, public utilities and street furniture etc.


12.26 To endeavor to economize on the cost of the project through Value Engineering, minimum land acquisition, adoption technological innovation during the project life cycle.

12.27 To ensure flow or realizable VCF in the SPV account in terms of Para (D) (vii) (b) of Metro Rail Policy, 2017 for meeting O&M, escalation, debt servicing etc. of the project in a manner that will reduce burden on the State exchequer.

12.28 To make available the VCF accrual of ₹ 250 crore for the MRTS which is linked with the last installment of Govt's equity contribution to the tune of ₹ 250 crore to BMRCL within the approved project completion period in addition to contribution of the State Government as per the recommended funding plan.


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12.29 To enable BMRCL to raise cheaper long term debt in the domestic market by allowing it to issue corporate debt bond in terms of Para (D) (xi) of Metro Rail Policy, 2017.

12.30 To ensure that the electric power is made available to the Project on a 'no profit, no loss' basis subject to the applicable laws and orders of the State Electricity Regulatory Commission.

12.31 To facilitate property development by the SPV near stations, depots and metro alignments to the extent possible. GoK shall also undertake the Transit Oriented Development and Land Use Densification for the Bangalore Metro Phase 2A and 2B Corridors and its influence zone, for planned development of the region as well as to increase the ridership and decrease the overall travel demand.

12.32 To make statutory/Institutional 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 other modes of transport (excluding Sub-Urban Railway) issued by GoK shall form part and parcel of this MoU.

12.33 To bear the cost of procurement of additional rolling stock required for the passenger traffic more than the DPR estimates, if cannot be provided by BMRCL.

12.34 To repay the senior term debt as and when it becomes due on account of cash losses, in case BMRCL is not able to pay to GoI:


12.35 To designate one of the state government nominees as full time Managing Director of the company with the prior consent of GoI.


12.36 Not to transfer or remove the MD of the company, the State Government nominee, without the prior consent of GoI.

12.37 The Managing Director shall not be given any other additional assignment without prior written permission of GoI:

12.38 Not to give any new assignment to BMRCL unilaterally.

12.39 To place the State Government officers/Officers working under the control of the GoK, if required, on deputation to BMRCL under the administrative control of the Board of Directors of SPV.


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12.40 In case of BMRCL not being able to repay any loan contracted by it (as and when it becomes due), the responsibility for the same shall be borne by GoK through direct financial support or credit enhancement support for the refinancing, and not by the GoI.

12.41 GoK will not change the 50:50 equity sharing of GoI and GoK in BMRCL except with the prior approval of GoI.

12.42 To take note of the observations of Ministry of Home Affairs (MHA), GoI on security issues and ensure taking adequate necessary steps accordingly.

13. OBLIGATIONS OF GOI:

13.1 To subscribe towards equity share capital of the BMRCL totaling ₹ 1617.249 crore (Rs. One thousand six hundred seventeen crore and twenty four lakh and ninety thousand only) and release the equity capital before senior term debt / PTA is drawn to the extent possible with the objective of minimizing the interest burden on the Project.

13.2 To provide the subordinate debt of ₹ 369.557 crore (Rupees three hundred sixty nine crore and fifty five lakh and seventy thousand only) for utilization of BMRCL before taking recourse to senior debt / PTA to the extent possible for minimizing the interest burden on the Project.

13.3 GoI will facilitate to make available multilateral or bilateral loan fund equivalent to Rs. 5960.418 crore (Rupees Five thousand nine hundred sixty crore and forty one lakh) only or any such additional amount as sanctioned, directly to the BMRCL as per the provisions of the contract 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 provide for safety certification by Commissioner of Metro Railway Safety:


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


13.7 To place the annual report of BMRCL through appropriate authority before the Parliament.

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

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


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13.10 There will be no liability on the part of the GoI if the ridership does not materialize and / or the Project does not make adequate profits/surplus

13.11 To set up the Fare Fixation Committee, periodically, based on the request of SPV in accordance with the Metro Railways (Operation & Maintenance) Act, 2002 as amended from time to time.

13.12 The GoI 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.

13.13 GoI 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.

13.14 The State/local taxes would not form part of the project cost to be shared by the Government of India.


14.0 COVENANTS, OBLIGATIONS, ETC. OF BMRCL (SPV):


14.1 BMRCL, which has been set up as joint venture of GoK and GoI is meant exclusively for implementation of the project and no new assignment should be given to the company by promoters unilaterally. BMRCL shall construct, develop, commission, operate and maintain the project in accordance with the approved project schedule and applicable laws.

14.2 BMRCL, in implementation of the project, shall generally adopt and 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 Department of Economic Affairs, Central Vigilance Commission and Karnataka Transparency in Public Procurements Act 1999 read with the Rules, as amended from time to time, for all tenders and contracts as necessary to strengthen the Corporate Governance and shall be subject to the audit by CAG, State Legislature scrutiny and Parliamentary scrutiny.

14.3 BMRCL 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 BMRCL to express its views before giving any direction.


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14.4 To strictly follow and comply with the prescribed codes and specifications for various items for construction and operation as well as the safety standards set by the Appropriate Authorities.

14.5 To open any section for public carriage of passengers only after the Safety has been certified by the Commissioner of Metro Railway Safety:

14.6 To engage Competent Operators/Drivers and other skilled operators possessing the prescribed qualifications and passing necessary tests.

14.7 To undertake to pay in case of accidents, as ordered by the concerned Authority.

14.8 BMRCL shall not change funding pattern without prior approval of the promoters.

14.9 BMRCL shall not 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 SPV or power delegated by the Board. Persons employed on such outsourced functions shall not be treated as employees of the company.

14.11 To make statutory arrangements for periodic fare revision and a mutually agreed schedule for periodic revision of fares as well.

14.12 It is further agreed and understood that at no stage such personnel, employees, staff, officers, servants, labour, workmen, contractors, local or otherwise, temporary or permanent, recruited employed or engaged in the development, construction, commissioning and operation of the Project by the SPV 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 GoK or GoI.

14.13 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.


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14.14 BMRCI may implement the Project and raise senior term debt from the market within the financing pattern as per clause 1.3 above with prior approval of GoI and GoK.

14.15 To make repayment of subordinate debt to GoI and GoK proportionately only after repayment of entire senior term debt availed for the Project.

14.16 BMRCI shall undertake 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 Escrow Account shall remain in full force and effect till all the obligations of Senior Term Debt Lenders have been satisfied. GoI shall have the first charge on the Escrow Account.

14.17 The entire loan amount disbursed by multilateral or bilateral lending agency under a Loan Agreement shall be the liability of SPV for the purpose of repayment of loan through GoI. The repayment of loan of GoI by BMRCI shall be through Escrow Account.

14.18 The debt servicing liability of BMRCI with regard to multilateral or bilateral lending agency, the loan portion shall be reckoned based on the repayment schedule received from multilateral or bilateral lending agency in rupees terms.


14.19 To take note of the observations of Ministry of Home Affairs (MHA), GoI on security issues and ensure taking adequate necessary steps accordingly.

14.20 BMRCI shall be bound by such directions on question of policy, as the Central Government may give in writing from time to time.

14.21 To make statutory arrangements for periodic fare revision and a mutually agreed schedule for periodic revision of fares as well.

14.22 BMRCI shall obtain all necessary and statutory clearances of Central and State Governments as applicable to the Project.

14.23 BMRCI shall explore the possibility of PPP in other areas of activities related to the metro project in terms of Para (E) (iii) (b) of Metro Rail Policy, 2017.


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Metro Rail Corporation
New Delhi


बंगारज मिश्रा
Bangaraj Mishra
Managing Director
Metro Rail Corporation
New Delhi

14.24 Expenditure on O&M and debt servicing should be the responsibility of the BMRCL. In case the BMRCL fails in respect of this, the liabilities will be borne by GoK in terms of Para (D) (iv) (d) of Metro Rail Policy, 2017

14.25 To finance cash losses and capital expenditure during the operational phase and its requirements would be financed by the BMRCL and/or GoK from its own resources.

14.26 BMRCL shall explore the possibilities of engaging private sector in medium to long term maintenance of its assets and labour intensive services to economize on O&M costs.

14.27 BMRCL shall explore the possibility of having common specification of the Metro Rail Projects in the State of Karnataka in terms of Para (D) (viii) of Metro Rail Policy, 2017.

14.28 Any additional burden created on GoK by virtue of this MoU, shall be borne by the BMRCL by way of commercial exploitation of land transferred to it other than the land mentioned in DPR.

14.29 BMRCL shall ensure that the station designs are to be leaner and modular commensurate to the ridership estimate of each station. The metro stations should be designed and constructed with toilets in the paid area. The toilets should be part of the project cost.


14.30 In line with the vision of "AtmaNirbhar Bharat Abhiyan" and GoI's "Make in India" initiative, BMRCL shall ensure that the indigenous procurement of all the major metro rail components as per the minimum local content fixed by MoHUA time to time.


14.31 To follow the GoI's decisions with regard to safety, standardization and indigenization of various metro rail components.


14.32 To give compensation by way of Transfer of Development Rights (TDR), if authorized by GoK, in lieu of cash compensation for acquisition of land for metro rail project as an optional method of payment.

14.33 To undertake property development by the SPV near stations, depots and metro alignments to the extent possible.

15.0 ORGANISATIONAL SET-UP


दुर्गा शंकर मिश्रा
DURGA SHANKER MISHRA
सचिव/Secretary
आवासन और शहरी मामलों का विभाग
Ministry of Housing & Urban Affairs
निर्माण भवन, नई दिल्ली
Nirman Bhawan, New Delhi


Rakesh Singh, I.A.S.
Additional Chief Secretary to Govt.
Urban Development & Disaster


ANJUM PARWEZ, I.A.S.
MANAGING DIRECTOR
Bangalore Metro Rail Corp. Ltd
3rd Floor, BMTCL Complex, K.H. Road,
Shanthinagar, Bangalore - 560 027

15.1 The management of BMRCL 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. GoK 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 GoK and will be appointed or removed by the BoD only with prior written permission of MoHUA. GoI. The Managing Director, whether on deputation or recruited 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 nominee Directors.

15.5 Subject to the policy and principles approved by the Board, and subject to the powers delegated by the Board, the general administration and management of the business of BMRCL, shall be in the hands of Managing Director, who shall have the power and authority on behalf of BMRCL to take decisions and to enter into all contracts and to make all purchases/recruitments and 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 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,


दुर्गा शंकर
DURGA SHANKAR, MCA 2004
Secretary
मो. गृहण और शहरी विकास
Ministry of Housing & Urban Affairs
मिनिस्टर ऑफिस, नई दिल्ली
Shri Anil Bhawan, New Delhi


ANJUM PARWEZ IAS
MANAGING DIRECTOR
Bangalore Metro Rail Corridor
1st Floor, BMTCL, Bangalore


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Bangalore Metro Rail Corridor
1st Floor, BMTCL, Bangalore

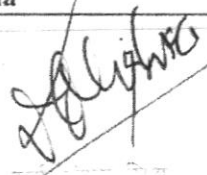
create or incur any liability or obligation of any kind, expressed or implied, against, in the name of or on behalf of the other Party except in accordance with this MoU or as may otherwise be agreed in writing by the Parties.

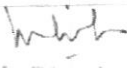
16.5 Each party agrees to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this MoU, in furtherance of the express provisions and purposes of this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


16.6 Subject to the provisions of the Constitution, any difference of opinion arising between Gol and GoK in the implementation of this MoU, the same will be resolved through mutual discussions or as per the institutional mechanism defined for this project as per the Institutional mechanism defined for this Project in the Gol sanction letter Govt. of India vide its letter No. K-14011/5/2018-MRTS-Coord dated 7th June 2021.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding on the 16th SEPTEMBER, 2021, by their duly authorized representatives.

<p>SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA</p> <p style="text-align: center;">Gol</p> <p>Durga Shanker Mishra (Authorized Signatory) Secretary, Ministry of Housing and Urban Affairs Government of India</p>	<p>SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE GOVERNOR OF STATE OF KARNATAKA</p> <p style="text-align: center;">GoK</p> <p>Rakesh Singh (Authorized Signatory) Additional Chief Secretary, Government of Karnataka</p>	<p>SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE BANGALORE METRO RAIL CORPORATION LIMITED</p> <p style="text-align: center;">BMRCL</p> <p>Anjum Parwez (Authorized Signatory) Managing Director, Bangalore Metro Rail Corporation Ltd.</p>
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 DURGESHANKER MISHRA
 Secretary
 आवासन और शहरी कार्य मंत्रालय
 Ministry of Housing & Urban Affairs
 निर्माण भवन, नई दिल्ली
 Nirman Bhawan, New Delhi


Rakesh Singh I.A.S.
 Additional Chief Secretary to Govt.
 Urban Development Deptt.


ANJUM PARWEZ I.A.S.,
 MANAGING DIRECTOR
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 Shanthinagar, Bangalore - 560 027