
HARYANA MASS RAPID TRANSPORT CORPORATION LIMITED

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**AGENDA FOR
29th MEETING**
(CONFIDENTIAL)

DATE	04 th August, 2018
TIME	10:30 AM
VENUE	CS's Committee Room, 4 th floor, Haryana Civil Secretariat, Chandigarh.

AGENDA FOR THE 29th MEETING OF THE BOARD OF DIRECTORS OF HMRTC.

Day & Date	Saturday, August 04, 2018
Time	10:30 AM
Venue	CS Committee Room.

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Item No 29.1**To grant Leave of Absence to the Directors**

1. Leave of absence may be granted to the Directors who have not been able to attend the meeting.
2. It is brought to the notice of the Board that as per the Companies Act 2013, every Director is required to attend at least one Board meeting during the current Financial Year. In the absence of which the Director will automatically vacate the office, even though the leave of absence might have been granted by the Board. Leave of absence will be granted against specific requests.

Item No 29.2

Confirmation of minutes of the 28th Board Meeting of HMRTC held on 29.06.2018.

The approved minutes of the 28th meeting of the Board of Directors held on 29.06.2018 **(Annexure-I)** were circulated to all the Directors of the Corporation vide memo no. HMRTC/2018/AO/411-421 dated 06.07.2018. No observations have been received from any Director.

The Board is requested to confirm the same.

Item No 29.3**Follow up action on the decisions taken in the 28th Board Meeting of HMRTC.**

Item No.	Subject	Decision Taken	Action Taken
28.1	Leave of Absence.	Leave of absence was granted to Sh. Dhanpat Singh, IAS, ACS Transport, Sh. Alok Nigam, IAS ACS PWD, Sh. T.V.S.N. Prasad, IAS, ACS Finance & Planning and Sh. Anand Mohan Sharan, IAS, PSULB.	No action required.
28.2	Confirmation of minutes of the 27 th Board Meeting of HMRTC held on 28.03.2018.	The Board Confirmed the minutes of 27 th Board Meeting.	No action required.
28.3	Follow up action on the decisions taken in the 27 th Board Meeting of HMRTC.	The Board noted the action taken report on the minutes of 27 th Board Meeting.	No action required
28.4	Appointment of Sh. Dhanpat Singh, IAS, Additional Chief Secretary to Govt. of Haryana, Transport Department as Director of HMRTC	Board noted the same.	Filing of necessary documents with ROC is being done by Company Secretary.
28.5	Appointment of Sh. Devender Singh, IAS, Principal Secretary to Govt. of Haryana, Industries & Commerce Department as Director of HMRTC	Board noted the same.	Filing of necessary documents with ROC is being done by Company Secretary.
28.6	Appointment of Sh. Apoorva Kumar Singh, IAS, Principal Secretary to Govt. of Haryana, Town & Country Planning Department as Director of HMRTC	Board noted the same.	Filing of necessary documents with ROC is being done by Company Secretary.
28.7	Approval of Financial statements of HMRTC for the year ending 31st	Board noted the same	Financial Statements handed over to Statutory Auditor. Audit is being conducted by

	March, 2018		Statutory Auditor.
28.8	Allotment of shares to Shareholders of HMRTC	Board noted the same.	Necessary documents have already been filed with ROC by Company Secretary. Share Certificates are being issued.
28.9	Revised share holding pattern of HMRTC	Board noted the same.	Filing of necessary documents with ROC is being done by Company Secretary.
28.10	Review of ongoing DMRC Metro Projects under implementation in Haryana.	The Board noted the status. Board further resolved that PSTCP, Haryana may get the pending issues sorted out on priority.	DO references dated 20.07.2018 have been sent by PSTCP, Haryana to MoHUA; ACS, Revenue; CEO, GMDA; MD, HSIIDC; Commissioner, MC, Faridabad and DGTCP, Haryana for expediting the pending matters. A meeting was also held under the chairmanship of PSTCP, Haryana on 23.07.2018 to review the issues related to Ballabhgarh metro project. The proceedings of the meeting were circulated on 25.07.2018.
28.11	New Metro proposals of Gurugram.	The Board noted the status and resolved to take further action on decision no (i) to (iii) of the meeting held on 15.06.2018 under the chairmanship of Hon'ble Chief Minister, Haryana. Regarding decision no (iv), PSTCP was requested to get the matter further clarified from Hon'ble Chief Minister, Haryana and take	Issue (i) pertains to extension of metro alignment from railway station to Old Delhi road. M/s RITES has given consent for preparing DPR of the project @ Rs. 9.5 lakhs per km. Approval of the same has also been obtained from Chairman, HMRTC. Issue (ii) pertains to Metro link along Dwarka Expressway connecting HCC-GRS metro at Basai running alongside Sector-101/104 dividing road.

		appropriate action.	DMRC was requested vide letter dated 11.07.2018 to send ToR for preparation of Techno Feasibility of Metro link upto AIIMS-2, Badsa. Issue (iii) pertains to common corridor of metro between HCC-Subhash Chowk and provision of Station at Subhash Chowk to enable interchange. Action to be taken by HSIIDC. Issue (iv) pertains to additional metro connectivity of Faridabad with Gurugram and other areas of Delhi. The matter is under examination.
28.12	Approval for extension of holding AGM.	Board noted the same	Filing of necessary documents with ROC has been done by Company Secretary.
28.13	Any other item with the permission of the Chairman 1. Release of Funds to DMRC	Board resolved that the pending payments of DMRC may be released immediately after seeking funds from IDF.	DGTCP, Haryana has been requested vide letter dated 09.07.2018 to release the funds.
	2. Transfer of RRTS projects to HMRTC	Board noted the same	No action required.
	3. Display of logo of HMRTC on Metro station falling in Haryana segment	Board noted the same and resolved that matter may be formulized and a written communication may be sent to DMRC in this regard	A written communication has been sent to MD, DMRC vide letter dated 09.07.2018.

28.14	New Metro Projects in Haryana	<p>Board noted the same and Techno-Feasibility Studies of Dawarka to Village Badsa (AIIMS-2) and Bahadurgarh to Sampla be got conducted from DMRC.</p> <p>Further resolved that proposed Metro of Rithala-Bawana-Narela to Kundli may be extended upto Rajiv Gandhi Education City, Sonipat and DMRC may be requested to revise the DPR accordingly</p>	<p>DMRC has been requested vide letter dated 11.07.2018 to send TOR.</p> <p>The matter is being examined.</p>
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Board may take note of the same.

Item No 29.4

Notice issued by RMGL and RMGSL to cure material breaches/defaults under Article 24.5 and Article 32.5 of the Concession Contract.

1. RMGL and RMGSL have issued notices dated 17.07.2018 to cure material breaches/defaults to Chief Administrator, Haryana Urban Development Authority and Advisor Planning, HMRTC, as per following details:
 - (i) Under Article 24.5 of the Concession Contract executed between Chief Administrator, Haryana Urban Development Authority and RMGL for financing, designing, construction, procurement, installation, commissioning, operation and maintenance of all systems (including but not limited to Via-duct, Stations, Depot, Rolling Stock, Over Head Electrification, Track, Signaling and Telecommunication, depot and other facilities) for successfully developing the Metro link from Delhi Metro Sikanderpur Station on MG Road to NH-8; and
 - (ii) Under Article 32.5 of the Concession Contract executed between Chief Administrator, Haryana Urban Development Authority and RMGSL for financing, designing, construction, procurement, installation, commissioning, operation and maintenance of all systems including but not limited to Via-duct stamps, depot, rolling stock track, signaling and telecommunication, depot and other facilities for successfully developing the Metro link from Sikanderpur Station in Sector 56 in Gurugram.
2. It has been requested to cure the material breaches within 90 days failing which they shall be constrained to take necessary steps under the Contract including under Article 24.5 and Article 32.5. Further, RMGL has sought a compensation of Rs. 964 crores and RMGSL has sought an amount of Rs. 520 crores for all the losses estimated and indicated in the notices and all additional direct costs suffered or incurred by the Concessionaire arising out of such breaches by HUDA (now HSVP). Copies of the notices are at **Annexure-II & Annexure-III**.
3. Article 24.5 of RMGL project reads as under:

"24.5 Termination for HUDA Event of Default.

24.5.1 The Concessionaire may after giving 90 (ninety) days notice in writing to HUDA terminate this Concession Contract upon the occurrence and continuation of any of the following events (each a "HUDA Event of Default"), unless any such HUDA Event of Default has occurred as a result of Concessionaire Event of Default or due to a Force Majeure Event

 - (i) *HUDA is in breach of this Concession Contract and such breach has a*

Material Adverse Effect on the Concessionaire and HUDA has failed to cure such breach or take effective steps for curing such breach within 90 (ninety) days of receipt of notice in this behalf from the Concessionaire.

- (ii) HUDA repudiates this Concession Contract or otherwise evidences an irrevocable intention not to be bound by this Concession Contract.*
- (iii) GoH or any other Haryana Governmental Agency have by an act of commission or omission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Concessionaire and have failed to cure the same within 90 (ninety) days of receipt of notice by HUDA in this behalf from the Concessionaire*
- (iv) due to any change in Law or Act, or due to enactment of any new Law or Act, HUDA or any other Government agency takes over the Project or rights of the Concessionaire or of its Contractor*

24.5.2 Upon Termination by the Concessionaire on account of an HUDA Event of Default, HUDA shall take over the complete system (all Project Assets) and the Concessionaire shall be entitled to receive from HUDA by way of Termination Payment a sum equal to

- (a) Debt due*
- (b) 110% of the Adjusted Equity"*

4. Article 32.5 of RMGSL project reads as under:

"32.5 Termination for HUDA Event of Default.

32.5.1 The Concessionaire may after giving 90 (ninety) days notice in writing to HUDA terminate this Concession Agreement upon the occurrence and continuation of any of the following events (each a "HUDA Event of Default"), unless any such HUDA Event of Default has occurred as a result of Concessionaire Event of Default or due to a Force Majeure Event

- (i) HUDA is in breach of this Concession Agreement and such breach has a Material Adverse Effect on the Concessionaire and HUDA has failed to cure such breach or take effective steps for curing such breach within 90 (ninety) days of receipt of notice in this behalf from the Concessionaire.*
- (ii) HUDA repudiates this Concession Agreement or otherwise evidences an irrevocable intention not to be bound by this Concession Agreement.*
- (iii) HUDA have by an act of commission or omission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Concessionaire and have failed to cure the same within 90 (ninety)*

days of receipt of notice by HUDA in this behalf from the Concessionaire
(iv) *due to any change in Law or Act, or due to enactment of any new Law or Act, HUDA or any other Government agency takes over the Project or rights of the Concessionaire or of its Contractor*

32.5.2 *Upon Termination by the Concessionaire on account of an HUDA Event of Default, HUDA shall take over the complete system (all Project Assets) and the Concessionaire shall be entitled to receive from HUDA by way of Termination Payment a sum equal to*

(a) *Debt due*

(b) *110% of the Adjusted Equity"*

5. The breaches pointed out by RMGL/RMGSL pertain to Advertisement Rights, Property Development Rights, Breaches of Multi Modal Integration in view of MoU entered between GoI, GoH & DMRC and provision of Parking at stations and prima facie appear to be convoluted and long-winding arguments to cover their gross failures of delayed execution, cost overruns, improper marketing, poor management and abject lack of proper oversight.

6. The Board may take note of the notices and pass necessary resolutions.

Item No.29.5
Any other item with the permission of the Chairman.
