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CU 489484

Y. Rama devi

Y. RAMA DEVI

S.No. 2146 Date 16/04/2022

Amount Rs. 100/-

Sold To: D.V. Narayana s/o D. Venkataiah project director

For Whom: SELF PIU NHAI, Vijayawada

Stamp Vendor, D.No.17-17/1,  
Main Road, PANKIPADU-521151  
Licence No:06-17-01/2018  
RENEWAL LICENCE No:06-17-01/2021  
Valued up to : 31-12-2023  
Phone No:0866-2821800

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING MADE THIS 18<sup>th</sup> DAY APRIL 2022 BETWEEN the Government of India, acting through Chairperson, National Highways Authority of India, New Delhi or approved representative (Hereinafter called the "NHAI" which expression shall, where the context so admits include successor in office and assigns) of the one part.

AND

Siddhartha Academy of General & Technical Education having its office at Vijayawada in Andhra Pradesh, represented by its Professor and Head, Dept of Civil Engineering, V R Siddhartha Engineering College (hereinafter called the "Agency"), which expression shall where the context so admits include its successors of the other part.

Whereas the National Highways Authority of India (NHAI) , Ministry of Road Transport and Highways is the absolute owner of the land, situated alongside the National Highways, herein called the "said land" and more particularly described in the Schedule and where as the Agency has agreed to undertake the development and maintenance of the Greenery with good Landscaping purely on voluntary basis, on the terms and conditions contained hereinafter;


General Manager (Tech.) &  
Project Director,  
NHAI, PIU, VIJAYAWADA.





**NOW this Memorandum of Understanding (MoU) witnesses as under:**

1. The Agency shall from the 18.04.2022 undertake the work pertaining to the development and maintenance of gardens / landscaping on the said land along with protection of estate and land on behalf NHAI, Demarcation of existing encroachments shall also be done jointly and it shall be the endeavor of the Agency to ensure further encroachments do not occur. The memorandum of understanding will remain in force for a period of 3 (Three) years extendable upto 5 years (on satisfactory performance) from the date of its signing. However, the MoU may be terminated at any time during the currency of the MoU by either party after giving one-month notice. In case the Agency fails to take up the work of development and maintenance of Gardens/Landscaping within a period of 90 days from the above date (date of signing the MoU), the same shall automatically stand terminated without issue of notice.
2. The exact demarcation of the said land/area shall be done by the National Highways Authority of India (NHAI), PIU, Vijayawada, Andhra Pradesh. The Agency shall ensure that trees/shrubs of acceptable variety are planted. Prior approval for a proposal in this regard will be got approved from NHAI. The inventory of the existing tree plantation shall be jointly taken up by NHAI and Agency, and it will continue to be the property of Ministry of Road Transport and Highways. All sale proceeds if any on account of timber, grass and other forest produce on the land taken up for development of garden by the Agency, shall be credited to the NHAI, PIU, Vijayawada, Andhra Pradesh.
3. The Agency shall be responsible for the maintenance of the entire existing and newly planted trees / shrubs on the portion of the land between 1) Edge of service road/main carriageway of NH-16 ( land demarcated for the Agency) and Dr.Pinnamaneni Siddhartha Institute of Medical Sciences & Research Foundation & Dental College handed over to them for the purpose of Greenery and Land scaping& 2) Edge of service road/main carriageway of NH-65 ( land demarcated for the Agency) and Velagapudi

  
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Ramakrishna Siddhartha Engineering College & Law College  
handover to them for the purpose of Greenery and Land scaping.

4. All costs of formation, protection, tree plantation, maintenance and providing tree guards shall be borne by the Agency.
5. The Agency shall not be permitted to construct / erect any building or structure etc on the land allotted for Landscaping under the MOU.
6. The Agency shall not be permitted to undertake commercial usage of any kind from the land by way of sale of plants, setting up of nursery, display of any commercial advertisement etc.
7. The Agency can appoint 3-4 persons out of its own resource to take care of the maintenance of work.
8. The NHAI is entitled to utilize earth for repairs to plantation and cut branches of trees and also to execute works required for normal functioning of the NHAI. The decision of NHAI shall be the final and binding. No compensation shall be paid by NHAI for any damages caused to plantation done by the Agency in the course of execution of such works.
9. The NHAI shall be at liberty to carry out their normal works in connection with maintenance of road; traffic *Signal* etc and the employees of the NHAI shall not be challenged or obstructed while moving around in performance of their duties.
10. All the instructions/restrictions of NHAI relating to road visibility and traffic, plantation of tree, measures for the safety of roads, underground cables, choice of species shall be followed.
11. In case of accidents due to overgrown branches of trees or any other emergencies etc, the NHAI, PIU, Vijayawada has the liberty to order cutting of trees/branches for works required in connection with restoration or transportation without giving any notice. The decision of NHAI in this regard shall be the final and binding. No compensation shall be payable to the Agency in such a case.

  
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12. The ownership of the said land shall continue to vest with the NHAI. The area / land selected for Garden / Landscaping will be handed over to the Agency for Garden / Landscaping without interference to traffic operation or any NHAI operations.
13. The NHAI officers are authorized to enter the said land anytime without assigning any reason and without any compensation being payable to the Agency.
  - a. The Agency shall be allowed to display the boards of the maximum size of 75cm x 60cm and the locations as approved by NHAI. the spacing of the display boards shall generally by 60m apart. No display boards shall be allowed to be executed in the central verge of the road. The display board shall carry the following message in Hindi or Telugu or English only and no other messages is allowed.

**"KEEP ANDHRA PRADESH GREEN"**

**OR**

**"GROW MORE PLANTS TO KEEP AWAY POLLUTION"**

14. The name / logo of the Agency shall be at the bottom of the display board and shall not occupy more that 50% area of the board. The message, location, height of each board shall be got approved from NHAI by submitting a drawing and the approved drawing shall form part of the MOU.
15. The Agency shall be permitted to display its name and / or logo on the fence or tree guards erected for protection of plants. There should be no advertisement of product/services. The size of such boards shall not exceed 1000sq. cm.
16. The team of Officers nominated by NHAI will inspect the performance of the Agency at regular intervals. Necessary actions as per recommendation of the committee shall immediately be initiated against the Agencies who are found to be violating the conditions of the MOU and whose performance is not found satisfactory.
17. It shall be the responsibility of the Agency to arrange at its cost for water required for the purpose at their cost. NHAI shall help the

  
General Manager (Tech.) &  
Project Director,  
NHAI, PIU, VIJAYAWADA.







Agency in getting electric connection, but payment of charges for obtaining connection, maintenance of meters etc. and electricity consumption charges will have to be made by the Agency.

18. On expiry of this MOU, all fencing materials/tree guards, tube wells etc provided by the Agency and the trees/shrubs planted by them shall become the property of the NHAI and to be handed over to the authorized officials of NHAI in good condition.
19. All disputes and difference arising out of, or in any way touching or concerning this MOU shall be decided by the Chairperson, NHAI or Regional Officer of NHAI, Vijayawada and his decision shall be final and binding on the Agency.
20. The Agency shall take prior approval of the traffic circulation plan from the Project Director of the concerned field unit. The plan shall ensure that there is no conflict at entry/exit of the parking area and minimum weaving length (say 30m) is provided beyond any junction/intersection.
21. The agency has covenanted to modify and construct the junctions if any required according to the future requirement for free flow of traffic as per the IRC Standards only after obtaining prior approval of such plans from NHAI or its authorized officials.
22. The Agency has to arrange the required man power/water /Saplings/Shrubs/Tree Guard. Further the Agency shall undertake routine maintenance on a weekly basis throughout the Agreement period. It is made clear that weekly maintenance and daily maintenance out of its own resources and through its men and ensuring survival rate of 100% plants shall be the responsibility of the Agency. The land utilized has to be maintained by Cleaning/Painting on walls & grills along with cutting and trimming of shrubs/plants/Cleaning of Drains and KerbWall.
23. The watering for Plants/Shrubs shall be done by the Agency on a daily basis through its men and its own resources.

  
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Project Director,  
NHAI, PIU, VIJAYAWADA.





IN WITNESS where of the parties of these presences, have set and subscribed their hands and seals on the day and the year above written.

### SCHEDULE

Particulars of land: 1) The stretch of land between NH-16 and Dr.Pinnamaneni Siddhartha Institute of Medical Sciences & Research Foundation & Dental College. 2) The stretch of land between NH-65 and the Velagapudi Ramakrishna Siddhartha Engineering College & Law College.


  
General Manager (Tech.) &  
Project Director,  
NHAI, PIU, VIJAYAWADA.

For and on behalf of the  
**CHAIRPERSON,**  
**NATIONAL HIGHWAYS AUTHORITY OF INDIA**

Witness

1. Ch. Udaya Bhaskar  
(UDAYA BHASKAR CHITRAPU)  
Personal Assistant  
NHAI, PIU - VIJAYAWADA
2. Ch. Lalitha  
(CHINNAM LALITHA)  
Accountant  
NHAI, PIU - VIJAYAWADA.



  
For and on behalf of the  
**Siddhartha Academy of General &  
Technical Education,  
Professor & Head  
Department of Civil Engineering  
V R SIDDHARTHA  
ENGINEERING COLLEGE  
VIJAYAWADA**

Witness

  
1. Principal, VRSEC

PRINCIPAL  
V.R. Siddhartha Engineering College  
AUTONOMOUS  
VIJAYAWADA - 520 007

  
2. AO, Dr. PSIMS & RF

ADMINISTRATIVE OFFICER  
Dr. Pinnamaneni Siddhartha Institute of  
Medical Sciences & Research Foundation  
CHINNAVUTAPALLI,  
Gannavaram-521 200, Krishna Dt., A.P.