

**Memorandum of Understanding (MoU) between Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE) and Bangalore Development Authority (BDA)**

This Memorandum of Understanding is entered into on 24th day of January 2025 at Bengaluru

1. **Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE)**, a Joint Venture of the Government of Karnataka and the Ministry of Railways, having its registered office at 1<sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road, opp. to Orion Mall, Rajajinagar 1<sup>st</sup> Block, Bengaluru, Karnataka 560010, hereinafter referred to as "K-RIDE", which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns as **FIRST PARTY**.

**And**

2. **Bangalore Development Authority (BDA)**, a statutory body established under the Bangalore Development Authority Act, 1976, having its office at Bangalore Development Authority, 5th Main Road, Kumarapark West, Guttahalli, Bengaluru, Karnataka 560020, hereinafter referred to as "BDA" which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns as **SECOND PARTY**.

3. **Whereas** the First Party is entrusted to implement Bengaluru Suburban Railway Project (BSRP), which is a new Suburban Railway Project envisaging construction of 4 dedicated rail corridors in a period of 6 years. It will link Bengaluru to its satellite townships, suburbs, surrounding areas and provide a mass rail based rapid transit system. It has been created to boost "Rail Infrastructure Projects" in the state of Karnataka on the principle of cooperative federalism. BSRP corridors are proposed along the existing Indian Railway alignment and passes through urban agglomerates. It also intersects multiple major railway stations, BMRCL, BMTc, etc. under Multi Modal Integration. The total length of the suburban rail is 159.360 Km. Salient features of BSRP Corridors are presented below:

Corridor - 1: KSR Bengaluru City to Devanahalli (47.380Km),

Corridor - 2: Baiyyappanahalli Terminal to Chikkabanavara (28.720Km),

Corridor - 3: Kengeri to Whitefield (via KSR and Cantonment) (35.52Km) &

Corridor - 4: Heelalige to Rajanukunte (47.74Km)

The project will provide better connectivity between the suburban areas of Bengaluru with the city centres of Bengaluru, which will control the concentration of settlements in the city centres. The implementation of Suburban Rail Project which will enhance public transport infrastructure and improve urban mobility. However, the implementation also requires felling of trees in the land that will be developed for rail infrastructure thus impacting the city's green cover.


4. **Whereas** the Second Party, is a governmental organization, a parastatal entity and the principal planning authority for Bangalore in accordance with the Karnataka Municipal Corporation Act. Its functions, carried out under the Karnataka Town and Country Planning Act of 1961, include preparing a Comprehensive Development Plan for the Bangalore Metropolitan Region. It also oversees planning and development of infrastructure, provision of development-related sites and services, the housing needs of citizens in Bangalore. BDA is also mandated with urban planning and development. Further, BDA also mandated preservation and enhancement of Bengaluru's environment and tree cover through its Forest Division.
5. Now, therefore, both the parties hereto agree & collaborate on compensatory afforestation and tree transplantation to mitigate the environmental impact of the BSRP, under the following terms and conditions:

#### 6. Objectives

The objectives shall include but not limited to the following:

- 6.1. The purpose of this MoU is to establish collaborative frame work between the parties to implement Compensatory Afforestation and Tree Transplantation for First Party by Second Party in the identified land parcels of Second Party i.e., Nada Prabhu Kempegowda Layout, Bengaluru.
- 6.2. To restore and enhance the green cover and biodiversity of Bengaluru affected by the BSRP implementation.
- 6.3. To align the afforestation and transplantation activities with the environmental policies and regulations of the Government of Karnataka and the Ministry of Environment, Forest, and Climate Change (MoEFCC).

#### 7. Now therefore, both the parties have mutually agreed to abide by the following responsibilities:

#### 8. Responsibilities of First party

- 8.1. Identify the trees to be removed as part of the BSRP and obtain necessary permissions from Forest Dept./ BBMP;
- 8.2. The scope of work shall include but not limited to Compensatory Afforestation of 30,000 native saplings and transplantation of 296 trees;
- 8.3. List of trees identified for transplantation will be provided;
- 8.4. Develop a detailed action plan for compensatory afforestation and tree transplantation, including timelines, budget, and monitoring mechanisms;
- 8.5. Provide funding for compensatory afforestation and tree transplantation as per the agreed terms;
- 8.6. Ensure compensatory afforestation at the rate of 1:10 for the trees felled and transplanted;
- 8.7. Ensure Transplantation of trees from the existing location to the newly identified & approved location(s) as prescribed in the Official Memorandum/ Memoranda;



- 8.8. Set up a framework for continuous monitoring of afforestation and tree transplantation efforts to assess their success and survival rate as per the Tree Expert Committee (TEC) guidelines of Gandhi Krishi Vigyana Kendra (GKVK) and the works of Compensatory Afforestation as per the guidelines of Forest department.
- 8.9. Record and document periodic reports to track progress, including data on tree survival, growth, and the overall health of the transplanted and newly planted trees;
- 8.10. Facilitated collaboration with the local authorities and stake holders;

## 9. Responsibilities of Second Party

- 9.1. Identify suitable land parcels under its jurisdiction for compensatory afforestation and provide them for the plantation activities;
- 9.2. Compensatory Afforestation of 30,000 Nos. of Native 14\*20 saplings in Nadaprabhu Kempegowda Layout (NPKL) and 296 Nos. of tree transplantation in Old Byrohalli Lake Buffer of Nadaprabhu Kempegowda Layout (Herein after referred to as 'NPKL') in the year 2025-26.
- 9.3. Execution of the Compensatory Afforestation Plantation works and Tree Transplantation works as per the Karnataka Transparency in Public Procurement Act, 1999 & Karnataka Transparency in Public Procurement Rules, 2000;
- 9.4. Preparation of selected sites/lands for Compensatory Afforestation Plantation & tree transplantation as per the Calendar of Operations strictly;
- 9.5. Implement the transplantation of these trees in such a manner that they thrive their new location, ensuring minimal damage to the trees and maintaining ecological balance;
- 9.6. Scope of work include but not limited to plantation of Compensatory Afforestation of 30,000 native saplings (14\*20) and transplantation of 296 trees including all physical works required at site;
- 9.7. Facilitate transportation for the trees under transplantation;
- 9.8. Provide suitable protection for the trees / saplings including necessary supervision;
- 9.9. Facilitate necessary approvals for afforestation and transplantation activities in coordination with other government agencies;
- 9.10. Regular watering and manuring to maintain the afforested areas for a minimum period of MoU to ensure the survival and growth of planted saplings;
- 9.11. Each tree under compensatory afforestation transplantation shall be numbered and labelled as 'FOR K RIDE by BDA' with GPS coordinates;
- 9.12. Collaborate with First Party to organize public awareness campaigns on the importance of afforestation and urban green cover;
- 9.13. The works of transplantation shall be as per the Tree Expert Committee (TEC) guidelines of Gandhi Krishi Vigyana Kendra (GKVK) and the works of Compensatory Afforestation shall be as per the guidelines of Forest department;
- 9.14. Submit quarterly report to First Party duly mentioning the details of survival and growth rates;


- 9.15. Replacement of a new sapling of native species in place of any deceased tree/sapling as per TEC guidelines;
- 9.16. Submit periodic reports to First Party updating the progress, including data on tree survival, growth, and the overall health of the transplanted and newly planted trees;

#### 10. Financial Arrangement

- 10.1. Periodical payment advice for the scope of work shall be provided by Second Party to First Party as per the below payment schedule;
- 10.2. First Party shall pay the requested amount to a dedicated bank account maintained for this purpose only by Forest division belonging to Second Party;
- 10.3. Payment Schedule for the scope of work is brought out below:

SN	Description of item	No. of saplings / trees to be planted	Total Cost in Rs.	Mobilization Advance (after signing of MoU in 2025)	1 <sup>st</sup> FY 2026 - 27	2 <sup>nd</sup> FY 2027 - 28	3 <sup>rd</sup> FY 2028 - 29
1.	Compensatory Afforestation	30,000	8,96,66,970/-	*50%	15%	15%	20%
2.	Tree Transplantation	296	76,96,000/-	*50%	15%	15%	20%

\*Based on the proposed number of trees which will be taken up as and when the OM is issued.

- 10.4. First Party will release funds with a provision of mobilisation advance of 50% on signing of MoU and subsequent payment schedule for project period of 03 (Three) years subject to submission of utilization certificate and verification of survival rate of the trees. The cost of sapling in the replacement of any deceased tree will not be paid.
- 10.5. The funds will be released to 'Designated Bank Account for KRIDE-BSRP-Project-Compensatory Afforestation and Tree Transplantation of Forest Division, BDA as mentioned below:-

<b>Name of the Bank</b>	Canara Bank
<b>Account Number</b>	04491010006339
<b>Branch Name</b>	BDA Complex Branch
<b>IFSC Code</b>	CNRB0002828
<b>Account Name</b>	Commissioner BDA - KRIDE

#### 11. Duration and Termination

- 11.1. This MoU shall remain in effect for a period of 5 years (4 years of payment and 1 Year of liability period) from the date of signing, unless terminated earlier by mutual consent.

#### 12. Force Majeure

- 12.1. The Second party shall bear responsibility for the complete or partial non-performance of any of its obligation (except for failure to pay any sum which has become due on

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 Bangalore Development Authority,  
 Bangalore - 20.

account of receipt of goods under provisions of the present contract), if the non-performance results from such majeure circumstance as Flood, Fire & Earth Quake and other acts of God as well as War, Military operation, Blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- 12.2. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- 12.3. In case it becomes impossible for the Second party to meet obligation under this MoU due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in case, not later than 10 (Ten) days from the moment of their beginning.


### 13. Dispute Resolution


- 13.1. This MoU is legally binding agreement which signifies the intent of the parties to collaborate in good faith to enhance the green cover and biodiversity and for the developmental of the city.
- 13.2. Any amendments to this MoU shall be made in writing and mutually accepted by the authorized representatives of both the parties.
- 13.3. In case of any disputes the parties agree to resolve the matter amicably through mutual discussion.

### 14. Appeal


- 14.1. In case the issue is not resolved amicably, the party may appeal to High Power Committee.


#### FOR & ON BEHALF OF FIRST PARTY

  
Authorized Signatory (K RIDE)  
Name: Sheetal N. Singh  
Designation: General Manager – SEMU  
Email: gm.semukride.in  
Date: 24.01.2025

WITNESS   
Signature:  
Name: VIJAYAKUMAR V.C.  
Designation: Sr. DGM/ENVIRONMENT

#### FOR & ON BEHALF OF SECOND PARTY

  
Authorized Signatory (BDA)  
Name: Charan G.S.  
Designation: DCF- Forest Div. BDA  
Email: bdadcf2024@gmail.com  
Date: 24.01.2025

WITNESS   
Signature: DDA/01/25  
Name: DALESH. AL  
Designation: Sr. DGM/ENVIRONMENT OFFICER.  
ಬೆಂಗಳೂರು ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ  
ಬೆಂಗಳೂರು



