

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on this 28<sup>th</sup> day of December 2006 between.....

Housing and Urban Development Corporation Limited, a company registered under the Companies Act, 1956 and having its Registered Office at:

**HUDCO Bhawan,  
India Habitat Centre, Lodhi Road,  
New Delhi – 110 003 (India)**

- Hereinafter referred to as "HUDCO" (which expression shall include successors and assigns)

and

Malaviya National Institute of Technology Jaipur registered under the Society Act and having its registered office at:

**Malaviya National Institute of Technology, Jaipur  
J.L.N. Marg,  
Jaipur – 302017**

- Hereinafter referred to as "MNIT" (which expression shall include successors and assigns)



Collectively referred to as "PARTIES"

**WITNESSETH**

**WHEREAS HUDCO**, a company under the administrative control of Ministry of Housing and Urban Poverty Alleviation, Government of India is a techno-financial organization engaged in financing and undertaking housing and urban development projects as a part of housing schemes as well as city level infrastructure services, and setting up of building materials industries. It finances and promotes housing related activities for minimizing housing shortages in rural and urban areas in the country. HUDCO aims to extend assistance under a broad spectrum of programmes covering housing, infrastructure, consultancy services, building technology and training. The company also extends financial assistance through equity and long term loan support to building material industries for production of materials and components which are innovative and alternative to conventional options. HUDCO is continuously engaged in drawing low cost long term funds from both domestic and international sources to enable financing its various urban infrastructure related activities.

**WHEREAS MNIT**, is an institute under Ministry of Human Resource Development provides education in engineering and comprehensive professionals consultancy services, for all facets of planning, engineering design, environmental and social aspects related studies of infrastructure and architectural projects.

**MNIT** has expertise in surveys, highways, expressways, roads, bridges, airports, water supply, urban development, power, tourism, environment and other skilled engineering works and is working in India.

**WHEREAS** both the **PARTIES** have over the years established a name of their services both in domestic and overseas markets.

**WHEREAS THE PARTIES** are desirous to participate in various tenders in India and in foreign countries and accordingly the **PARTIES** have agreed to enter into a mutually



beneficial technical cooperation in the areas of housing and urban infrastructure development sector such as intelligent building and housing projects, water supply, sanitation, environment management including solid waste management related projects and biomass based power generation related projects.

**AND WHEREAS THE PARTIES** now wishes to cooperate to leverage their respective strength and competencies built over the years for the mutual benefit of both the PARTIES and in the process enhancing customer satisfaction and/or providing solution to customers in various businesses having synergy of operations.

**NOW THEREFORE**, in consideration of the foregoing premises and covenants, the PARTIES mutually agree as follows:

**Article 1: COOPERATION**

1.1 The PARTIES shall identify the projects of their mutual interest and discuss the same before proceeding further with the project. The PARTIES shall cooperate with each other on project – to- project basis and the objective of such cooperation shall be to obtain the award of contract from the CLIENT and perform the same to the CLIENT’s fullest satisfaction.

1.2 Although, there will be endeavour to work together, however, both the PARTIES shall be free to work independently also with some other organization as well according to the work priorities, in the identified area of mutual cooperation.

**Article 2: TERMS AND CONDITIONS**

2.1 Prior to bidding or submission of any proposal for the projects which the PARTIES have agreed for joint participation, the PARTIES shall enter into a detailed agreement incorporating therein the detailed scope of work and services to be performed by the PARTIES, their obligations, liabilities, costs, profit sharing and other terms and conditions, etc.

2.2 The PARTIES shall cooperate to submit a proposal in accordance with the bid requirements. The detailed scope of work to be taken up by the PARTIES shall be

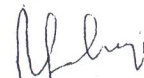


finalized keeping in view the aim of specific project under consideration based on the combined strengths of the two PARTIES.

- 2.3 No PARTY to this MOU shall incur any liability, financial or otherwise, on behalf of other party, without prior written consent of the other PARTY.
- 2.4 All other matters, which have not been specifically mentioned or provided in this MOU, shall be mutually decided by the PARTIES.
- 2.5 Both PARTIES may request in writing from the other PARTY information regarding the above referred subject matter. Each PARTY shall make every effort to respond to other's request except in circumstances where the disclosure of such information and materials is restricted by the Government orders, contractual obligations with other PARTIES, and/or company rules/institutes/society rules etc.
- 2.6 Before each and every proposed exchange of information, or the commencement of cooperation between the PARTIES managers and engineers, the terms upon which such exchange and cooperation will take place, and the financing of the same, will be agreed between the PARTIES.
- 2.7 No information or documents acquired by one party from the other PARTY hereto may be disclosed to a third party without the written consent or documents of the other PARTY.
- 2.8 The PARTIES agree that the spirit of understanding and cooperation which exists between them and is evidenced by the MOU is not intended to create any legally binding obligations upon the either PARTY but an expression of future understanding and cooperation.

### Article 3: VALIDITY

- 3.1 This MOU shall be valid for three years form the date of its execution. However, agreements concluded under this MOU shall be valid till end of contracting obligations and responsibilities of the PARTIES. The validity of this MOU can be extended with the mutual consent of the PARTIES and the MOU can be terminated by either of the PARTIES by giving one month notice in writing, without assigning any reason, subject to completion of assignments in hand.



IN WITNESS WHEREOF the PARTIES hereto have executed this Memorandum of Understanding as on the date first written above in duplicate with each PARTY receiving one original signed document.

For Housing & Urban  
Development Corporation Ltd.

For Malaviya National Institute of Technology Jaipur

*G. R. Pahilajani*  
(G.R. Pahilajani) 28/12/06  
Executive Director (Consultancy)

*Dr. Raj Pal Dahlya* 28.12.2006  
(Dr. Raj Pal Dahlya)  
Director

Witness

Witness

( *A.J.* )  
ALOK JOSHI  
DY. CHIEF (CONSULTANCY)  
HUDCO, JRO.

( *P. S. DHAKA* )  
P. S. DHAKA  
REGISTRAR  
M.N.I.T  
JAIPUR