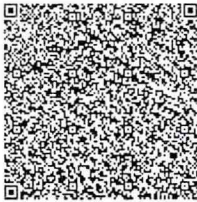


# Government of National Capital Territory of Delhi

Certificate No.	: IN-DL28247741438424X
Certificate Issued Date	: 01-Aug-2025 12:50 PM
Account Reference	: IMPACC (IV)/ dl915803/ DELHI/ DL-SHD
Unique Doc. Reference	: SUBIN-DL91580390961383500294X
Purchased by	: BOTANICAL SURVEY OF INDIA AND NTPC
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BOTANICAL SURVEY OF INDIA AND NATIONAL THERMAL POWER CORPORATION LIMITED
Second Party	: INDIAN NATIONAL TRUST FOR ART AND CULTURAL HERITAGE
Stamp Duty Paid By	: BOTANICAL SURVEY OF INDIA AND NATIONAL THERMAL POWER CORPORATION LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

Poupta  
01/08/2025

*Handwritten signature*  
01/08/25

A. H. Kaplan  
01/08/2025

1. The authenticity of this Stamp certificate should be verified at '[www.shcilestamp.com](http://www.shcilestamp.com)' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Botanical Survey of India (BSI)**  
**AND**  
**National Thermal Power Corporation Limited (NTPC)**  
**AND**  
**Indian National Trust for Art and Cultural Heritage (INTACH)**

This MoU is made on the 1<sup>st</sup> day of May 2025

**1. PARTIES TO THE MOU**

This Memorandum of Understanding (hereinafter referred to as "MoU") is executed between:

1. **Botanical Survey of India** (hereinafter referred to as "BSI"), the apex taxonomic research organization and a subordinate office under the Ministry of Environment, Forest and Climate Change, having its head office at CGO Complex, 3rd MSO Building, Block F (5th and 6th Floor), DF Block, Sector I, Salt Lake City, Kolkata – 700064, and being the owner of the Acharya Jagadish Chandra Bose Indian Botanic Garden, Shibpur, Howrah – 711103, represented by the Director, BSI, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns, hereinafter called the party of the **FIRST PART**;
2. **National Thermal Power Corporation Limited** (hereinafter referred to as "NTPC"), a company incorporated under the Companies Act, 1956, having its registered office at NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110003, represented by Executive Director, NTPC, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, hereinafter called the party of the **SECOND PART**;
3. **Indian National Trust for Art and Cultural Heritage** (hereinafter referred to as INTACH), a society registered under the Societies Registration Act, 1860 (21 of 1860) under registration no. S/14219 having its registered office at 71, Lodi Estate, New Delhi-110003, and its Calcutta Chapter office at 4C Chapel Road, Hastings, Kolkata 700 022, represented herein by its State Convener, G.M. Kapur, which expression unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assignees on the OTHER PART., hereinafter called the party of the **THIRD PART**.

*Peupla*  
*01/08/2025*

*A. Sandhu*  
*01/08/25*

*G.M. Kapur*  
*01/08/2025*



## 2. RECITALS

Whereas, the **Botanical Survey of India (BSI)** has agreed to allow INTACH to undertake the "Old Herbarium Conservation and Reuse Project," involving restoration, conservation, and adaptive reuse of the Old Herbarium Building within the Acharya Jagadish Chandra Bose Indian Botanic Garden, Shibpur, Howrah.

Whereas, the **NTPC** is desirous of funding the aforementioned project under its Corporate Social Responsibility (CSR) initiative.

Whereas, INTACH shall undertake the Old Herbarium Conservation and Reuse Project, involving restoration, conservation, and adaptive reuse of the Old Herbarium Building and hold and manage the funds provided by NTPC for the said Project and ensure their disbursement and implementation in accordance with the terms and conditions set forth in this MoU.

## 3. OBJECTIVE

This MoU sets forth the terms and conditions under which the parties will collaborate to successfully execute the conservation and reuse of the Old Herbarium Building, aiming to restore its historic character while enhancing its functionality for modern-day use.

## 4. SCOPE OF WORK

The Old Herbarium Restoration Project shall include the following components:

- **Restoration of the Old Herbarium Building:** Including structural surveys, interior and exterior renovations, installation of necessary utilities and features, museum and interpretation centre setup, and landscaping as detailed in the Preliminary Project Report.
- **Museum and Interpretation Centre:** Developing interactive exhibits, specialized lighting, and display galleries.
- **Landscaping:** Sympathetic landscaping of the immediate surroundings in line with the historical character of the site.

## 5. RESPONSIBILITIES OF THE PARTIES

### a. Responsibilities of BSI

- Provide access to the project site and facilitate entry for all authorized personnel and materials.

*Poupla*  
01/08/2025

*Sandhu*  
01/08/25

*A. H. Kapur*  
01/08/2025

- Extend support in conducting historical research and technical guidance as required.
- Facilitate coordination among NTPC and INTACH.
- Monitor the timelines, on part of INTACH.

#### **b. Responsibilities of NTPC**

- Provide funding for the project as per the estimated costs and timeline outlined in the financial proposal.
- Ensure timely disbursement of funds to INTACH through a mutually agreed mechanism, ensuring compliance with CSR regulations.

#### **c. Responsibilities of INTACH**

- Implementation of Old Herbarium Conservation and Reuse Project, involving restoration, conservation, and adaptive reuse of the Old Herbarium Building as per the agreed scope of work through itself or through competent third party Agencies.
- Manage and disburse the funds received from NTPC for the Old Herbarium Project.
- Ensure proper utilization of funds by coordinating with the implementing agencies,
- Reporting on the progress of work, every quarter, to BSI and NTPC.
- INTACH reserves the right to engage additional consultants or agencies, if deemed necessary, for the successful execution of the project.

### **6. PROJECT TIMELINE AND FUNDING FLOW**

The total estimated cost for the Old Herbarium Project is approximately INR 23 Crores, subject to a variation of +/-5%. The overall project will span 42 months (3 years and 6 months), from the date of disbursement of the first tranche of funds. (Refer to the technical and financial proposal for total cost, detailed phasing and fund flow arrangements.)

### **7. CONFIDENTIALITY**

All parties agree to maintain the confidentiality of any proprietary information shared during the course of this MoU.

*P Gupta*  
01/08/2025

*A. Sandhu*  
01/08/25

*A. M. Kapur*  
01/08/2025

## 8. TERMS OF UNDERSTANDING, AMENDMENT AND TERMINATION

- i. All the work done under this project will be the property of BSI.
- ii. Any amendments and /or addenda to the MoU shall be in writing and signed by all the parties hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.
- iii. This MOU shall remain in force from the date of signature by both parties and shall continue in effect until either of the Parties expresses, in writing, to the other, a desire to terminate.
- iv. The MoU may be terminated by either party by giving 30 days written notice. Disputes if any may be resolved as per the clause 10 of this MOU.
- v. Upon the termination of this MoU for any reason, the Parties shall handover all data/documents including technical details and equipment purchased related to the Project to BSI. Any unspent part of the amount will be surrendered to NTPC along with the utilization certificate (UC).

## 9. FORCE MAJEURE

If, by reason of any cause beyond the reasonable control of any party hereto, including, but not limited to Acts of God, War, Flood, Earthquakes, Strike, Lockouts, Epidemics, Riots etc., results in non-fulfilment of their respective obligations under this MoU due to the occurrence and cessation of any such events, the party affected thereby shall inform the other party within one month of such occurrence. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

## 10. SETTLEMENT OF DISPUTES

This MOU shall be governed by and construed with Indian laws without regard to the conflicts in accordance of laws and principles. Any disputes between the parties shall be resolved by mutual discussions amicably. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time and in force at the time when the proposal is made). The dispute shall be referred to a sole arbitrator mutually appointed by the parties. The seat of Arbitration shall be at Kolkata, India. The language of the arbitration proceedings shall be English. The decision/award of the arbitrator shall be final

Peupla  
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A. B. Sandhu  
01/08/25

S. K. Kapoor  
01/08/2025



and binding on the parties. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Kolkata, for any action or proceeding regarding this MOU.

**IN WITNESS WHEREOF the parties hereto have signed this MOU on the date mentioned hereinabove.**

*[Signature]*  
01/08/2025  
[Signature of First Party]

निदेशक (प्रभार) / Director (I/C)  
भारतीय वनस्पति सर्वेक्षण  
Botanical Survey of India  
भारत सरकार / Govt. of India  
सी.जी.ओ. बॉटनिकल सर्वेक्षण, कोलकाता सिटी  
CGO Botanical Survey of India, Kolkata City  
कोलकाता-700 034

**SIGNED SEALED AND DELIVERED BY THE FIRST PARTY**

at Delhi in the presence of:

Witness 1:

*[Signature]*  
-----

Witness 2:

*[Signature]*  
-----

*[Signature]*  
01/08/25  
[Signature of Second Party]

**SIGNED SEALED AND DELIVERED BY THE SECOND PARTY**

at Delhi in the presence of:

Witness 1:

*[Signature]*  
-----

Witness 2:

*[Signature]*  
-----

Intach Calcutta Regional Chapter  
*[Signature]*  
01/08/2025  
[Signature of Third Party]  
Authorised Signatory

**SIGNED SEALED AND DELIVERED BY THE THIRD PARTY**

at Delhi in the presence of:

Witness 1:

*[Signature]*  
-----

Witness 2:

*[Signature]*  
-----

डि.सी.डी. (Director (DC))  
आर.सी.डी. (R.C.D.)  
Bharat Petroleum Corporation Ltd.  
भारत पेट्रोलियम कॉर्पोरेशन लि.  
कलकत्ता



ANNEXURE 1: TIMELINE AND FUNDS FLOW			
OLD HERBARIUM CONSERVATION AND REUSE PROJECT			
Prepared by: Alleya and Associates			
<b>A</b>	<b>OVERALL TIMELINE</b>		
	3 years and 6 months (42 months)		
<b>B</b>	<b>PROJECT TIME PERIOD</b>		
	Preliminary actions	1 month	
	Project period	42 months	
<b>C</b>	<b>PROJECT AMOUNT</b>		
	Rs. 23 crores		
	The overall project cost is subject to a variation of +/- 5%		
<b>D</b>	<b>TIMELINE, FUNDS FLOW AND PHASING</b>		<b>MONTH</b>
	<b>PRELIMINARY ACTIONS:</b>		
	Time period	1 month	0
	Targets to be achieved	Signing of the multilateral MoU	
		Disbursement of the first tranche of the grant by NTPC	
		Placing of consultancy contract by INTACH on Alleya and Associates	
	Funds to be disbursed	20% of Rs. 23 crores	₹4,60,00,000.00
	<b>PHASE 1:</b>		
	Time period	6 months	1-6
	Work to be carried out	Preparation of DPR	
		Placing of contracts for preparatory site works	
	Funds required	Already disbursed in month 0	
	<b>PHASE 2:</b>		
	Time period	12 months	7-18
	Work to be carried out	Preparatory site works completed	
		Preparation of tenders for building restoration and structural works	
		Floating of tenders for building restoration and structural works	
		Placing contracts for building restoration works	
		Building restoration works to be initiated	
		Preparation of design and content for museum and interiors	
	Funds required	35% of Rs. 23 crores	₹8,05,00,000.00
	Disbursement date	Month 9	
	<b>PHASE 3:</b>		
	Time period	12 months	19-30

	Work to be carried out	Building restoration works (continued)	
		Preparation of tenders for interior and museum works	
		Preparation of tenders for PHE, MEP and Electrical works	
		Interior and museum work to be initiated	
	Funds required	35% of Rs. 23 crores	₹8,05,00,000.00
	Disbursement date	Month 21	
	<b>PHASE 4:</b>		
	Time period	12 months	31-42
	Work to be carried out	Building restoration work completed	
		Interior and museum work (continued)	
		Landscaping work to be initiated	
		Completion of the project	
		Handing over	
	Funds required	10% of Rs. 23 crores	₹2,30,00,000.00
	Disbursement date	Month 33	
	<b>Notes:</b>		
	Funds utilisation statements to be provided by INTACH as per an agreed schedule		
	Actual amounts to be determined after preparation of DPR in phase 1 and depending on progress		
	The overall project cost is subject to a variation of +/- 5%		

P Gupta  
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01/08/25

A. U. Kapur  
01/08/2025



ANNEXURE 2: PRELIMINARY ESTIMATE					
OLD HERBARIUM CONSERVATION AND REUSE PROJECT					
Prepared by: Alleya and Associates					
S. NO.	ITEM	UNIT	QTY	RATE	A M OUNT INCLUDING GST
	PART 1: PROJECT EXECUTION COST				
	Note:				
A	PEPARATORY SITES WORKS				
i	Scaffolding, propping and safety works	LS	1	₹42,00,000.00	₹42,00,000.00
ii	Removal of vegetation, biocide treatment, pest control, bat colony treatment, fumigation	LS	1	₹45,00,000.00	₹45,00,000.00
iii	Temporary roof cover	LS	1	₹28,00,000.00	₹28,00,000.00
	Sub total for A				₹1,15,00,000.00
B	CONSERVATION OF THE BUILT FABRIC				
i	Basement (Underbuilding)	SQM.	538	₹47,500.00	₹2,55,55,000.00
	Earthwork, soil stabilisation, foundation retrofitting, masonry in lime mortar and lime plaster retrofit and repair, structural iron repair/replacement, drainage, new enclosed service spaces, lift well, etc				
ii	Main floor	SQM.	538	₹26,600.00	₹1,43,10,800.00
	Dismantling, masonry, lime mortar and lime plaster retrofit/repair, flooring retrofit/repair, doors and windows, crack stitching, consolidation and grouting with lime polymer admixture, structural iron repair/replacement.				
iii	Mezzanine floor	SQM.	409	₹30,400.00	₹1,24,42,720.00
	Structural iron repair/replacement, cast iron and wrought iron restoration/retrofitting/replacement, doors and windows, railings etc.				
iv	South verandah Dressed wood work in timber frame, posts, plank flooring, and plank roofing including structural retrofitting/restoration/replacement of material and timber joints, hardware and finishing	SQM.	102	₹23,750.00	₹24,27,250.00
v	West verandah Dressed wood work in timber frame, posts, plank flooring, and plank roofing including structural retrofitting/restoration/replacement of material and timber joints, hardware and finishing	SQM.	42	₹23,750.00	₹9,90,375.00
vi	Roof Terrace	SQM	538	₹25,650.00	₹1,37,99,700.00
	Dismantling and replacement/repair of waterproofing, lime terracing, brick arches, joists, shuttering and staging for new work, new waterproofing and custom roof drainage cast iron hoppers and downpipes				
vii	External walls (decorative masonry)	SQM	1312	₹15,000.00	₹1,96,80,000.00
	dismantling and repair of masonry, crack stitching, consolidation and grouting with lime polymer admixture, repointing and replastering with admixed lime plaster, repair of decorative plaster and finishing with breathable paint				
	Sub total for B				₹8,92,05,845.00
C	INTERIORS				
i	Interior of basement, ground floor and mezzanine	SQM.	750	₹53,500.00	₹4,01,25,000.00
	Cupboards repair/restoration, new flooring, conference/meeting/events facilities, amenities/ fire escape, lift, etc.				
	Sub total for C				₹4,01,25,000.00
D	M USEUM				

S. NO.	ITEM	UNIT	QTY	RATE	A MOUNT INCLUDING GST
i	<b>Museum and Interpretation</b>	SQM.	200	₹40,000.00	₹80,00,000.00
	Display galleries and installations, graphic panels, specialised lighting, interactive exhibits, etc.				
	<b>Sub total for D</b>				₹80,00,000.00
E	<b>LANDSCAPING</b>				
i	<b>Landscaping of immediate surrounds</b>	SQM.	300	₹12,000.00	₹36,00,000.00
	Basic landscaping sympathetic with historical character, surface drainage with water harvesting scheme, some street furniture, lighting				
	<b>Sub total for E</b>				₹36,00,000.00
	<b>Sub total for A+B+C+D+E</b>				₹15,24,30,845.00
	<b>Services ( PHE, MEP) 10 % of civil cost</b>				₹1,52,43,084.50
	<b>Electrical 12 % of civil cost</b>				₹1,82,91,701.40
	<b>Contingency 3% of civil cost</b>				₹45,72,925.35
	Site office, building investigations, survey, photography etc.				
	<b>TOTAL FOR PART 1 (INCLUDING GST)</b>				₹19,05,38,556.25
			Say		₹19,00,00,000.00
	<b>PART 2: COMPREHENSIVE ARCHITECTURAL CONSULTANCY</b>				
A	<b>Comprehensive Architectural Consultancy Services @ 9.25%</b>				₹1,75,75,000.00
	Terms of engagement of Alleya and Associates as per Council of Architecture guidelines				
	GST applicable @ 18%				₹31,63,500.00
	GSTIN of Alleya and Associates (WB): 19ABWPL9106B1ZE				
	<b>TOTAL FOR PART 2</b>				₹2,07,38,500.00
	<b>PART 3: OTHER</b>				
A	<b>Site Supervisor for 36 months</b>	months	36	₹40,000.00	₹14,40,000.00
B	<b>Miscellaneous expenses</b>	LS	1	₹5,00,000.00	₹5,00,000.00
	<b>TOTAL FOR PART 3</b>				₹19,40,000.00
	<b>TOTAL FOR PART 1 + PART 2 + PART 3</b>				₹21,26,78,500.00
	<b>PART 4: IMPLEMENTING AGENCY CHARGES</b>				
A	<b>Implementing agency charges @ 7.5%</b>				₹1,59,50,887.50
	Administrative charges for INTACH				
	GST applicable @ 18%				₹28,71,159.75
	GSTIN of INTACH (WB): 19AAT10289B1ZV				
	<b>TOTAL FOR PART 4</b>				₹1,88,22,047.25
	<b>TOTAL PROJECT COST</b>				₹23,15,00,547.25
			Say		₹23,00,00,000.00
	<b>Note:</b>				
	The costs assumed in Part 1 above and the breakups given are approximate.				
	They are subject to change on preparation of the DPR.				
	The overall project cost is subject to a variation of +/- 5%				

Peupla  
01/08/2025

Bandaru  
01/08/25

Dr. N. K. Kapur  
01/08/2025