

"ഭരണഭാഷ- മാതൃഭാഷ"



കേരള സർക്കാർ

സംഗ്രഹം

തദ്ദേശ സ്വയംഭരണ വകുപ്പ് - ഭൂരഹിത ഭവനരഹിതരുടെ പുനരധിവാസത്തിനായി ലൈഫ് മിഷൻ കെ.ചിറ്റിലപ്പിള്ളി ഫൗണ്ടേഷനുമായി ചേർന്ന് നടപ്പിലാക്കുന്ന " ലൈഫ് - ചിറ്റിലപ്പിള്ളി ഭവന പദ്ധതി രണ്ടാം ഘട്ടം " - ധാരണാപത്രം അംഗീകരിച്ച് ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

**തദ്ദേശ സ്വയംഭരണ(ഡിഇ) വകുപ്പ്**

സ.ഉ.(സാധാ) നം.2331/2024/LSGD തീയതി, തിരുവനന്തപുരം, 30-11-2024

- പരാമർശം:-
1. ലൈഫ് മിഷൻ ചീഫ് എക്സിക്യൂട്ടീവ് ഓഫീസറുടെ 08/04/2024 ലെ എൽ.എം/2195/2021/ലൈഫ് നമ്പർ കത്ത്.
  2. സ.ഉ(സാധാ) നം.1284/2024/തസ്വഭവ തീയതി 17/07/2024

**ഉത്തരവ്**

ലൈഫ് മിഷൻ പദ്ധതിയിൽ ഭൂരഹിത ഭവനരഹിതരുടെ പുനരധിവാസത്തിനായി കെ.ചിറ്റിലപ്പിള്ളി ഫൗണ്ടേഷനുമായി ചേർന്ന് 'ലൈഫ് - ചിറ്റിലപ്പിള്ളി ഭവന പദ്ധതി രണ്ടാം ഘട്ടം' നടപ്പിലാക്കുന്നതിനുമായി, ഇതിനായുള്ള ധാരണാപത്രത്തിന് അംഗീകാരവും നൽകണമെന്ന് പരാമർശം 1 പ്രകാരം ലൈഫ് മിഷൻ ചീഫ് എക്സിക്യൂട്ടീവ് ഓഫീസർ അഭ്യർത്ഥിക്കുകയും, ലൈഫ് മിഷൻ ചിറ്റിലപ്പിള്ളി ഭവന പദ്ധതി രണ്ടാം ഘട്ടം നിബന്ധനകൾക്ക് വിധേയമായി നടപ്പിലാക്കുന്നതിന് അനുമതി നൽകി പരാമർശം 2 പ്രകാരം ഉത്തരവ് പുറപ്പെടുവിക്കുകയും ചെയ്തിരുന്നു.

സർക്കാർ ഇക്കാര്യം വിശദമായി പരിശോധിച്ചു. ലൈഫ് മിഷനും കെ.ചിറ്റിലപ്പിള്ളി ഫൗണ്ടേഷനും സംയുക്തമായി നടപ്പിലാക്കുന്ന " ലൈഫ് - ചിറ്റിലപ്പിള്ളി ഭവന പദ്ധതി രണ്ടാം ഘട്ടം " ത്തിന്റെ അനുബന്ധമായി ചേർത്തിരിക്കുന്ന ധാരണാപത്രം (MoU), അംഗീകരിച്ചു ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

(ഗവർണ്ണറുടെ ഉത്തരവിൻ പ്രകാരം)

ലീന എൻ പി

അഡീഷണൽ സെക്രട്ടറി

കോ -ഓഡിനേറ്റർ, നവകേരളം കർമ്മപദ്ധതി, ബി.എസ്.എൻ.എൽ ഭവൻ, ഉപ്പളം റോഡ്, സ്റ്റാച്ചു, തിരുവനന്തപുരം

പ്രിൻസിപ്പൽ ഡയറക്ടർ, തദ്ദേശ സ്വയംഭരണ വകുപ്പ് തിരുവനന്തപുരം

ചീഫ് എക്സിക്യൂട്ടീവ് ഓഫീസർ, ലൈഫ് മിഷൻ, തിരുവനന്തപുരം

എക്സിക്യൂട്ടീവ് ഡയറക്ടർ, കെ.ചിറ്റിലപ്പിള്ളി ഫൗണ്ടേഷൻ( സിഇഡ് ലൈഫ് മിഷൻ മുഖേന

എക്സിക്യൂട്ടീവ് ഡയറക്ടർ, കുടുംബശ്രീ, തിരുവനന്തപുരം

ഡയറക്ടർ, കേരള സംസ്ഥാന ഓഡിറ്റ് വകുപ്പ് തിരുവനന്തപുരം

നിയമ(കൺവെൻഷിംഗ് സെൽ)വകുപ്പ്(CONV-1/56/2024-LAW) പ്രകാരം

സ്റ്റേറ്റ് പെർഫോമൻസ് ഓഡിറ്റ് ഓഫീസർ, തിരുവനന്തപുരം

അക്കൗണ്ടന്റ് ജനറൽ (എ& ഇ)/ഓഡിറ്റ്), തിരുവനന്തപുരം

എക്സിക്യൂട്ടീവ് ഡയറക്ടർ, ഇൻഫർമേഷൻ കേരള മിഷൻ, തിരുവനന്തപുരം

ഇൻഫർമേഷൻ ഓഫീസർ, വെബ്&ന്യൂ മീഡിയ , ഐ&പി.ആർ.ഡി, തിരുവനന്തപുരം

കരുതൽ ഫയൽ/ഓഫീസ് കോപ്പി

ഉത്തരവിൻ പ്രകാരം

സെക്ഷൻ ഓഫീസർ

അനുബന്ധം

## Memorandum of Understanding (“MoU”)

This Memorandum of Understanding (hereinafter referred to as “**MoU**”), executed on this .....day of .....2024, (the “**MoU Effective Date**”) is made and entered into by and between **K Chittilappilly Foundation**, a non-profit company constituted under Section 25 of the Companies Act, 1956 having CIN U85320KL2012NPL031170 and having its registered office at XIII/300 E-27 (XXXV/565), 5<sup>th</sup> Floor, KCF Tower (K Chittilappilly Tower), Bharath Matha College Road, Kakkanad, Thrikkakara P.O., Ernakulam, Kerala , PIN- 682021, represented by its Executive Director, **Dr. George Sleeba**, aged . . . ( . . . . . ) years, son of Late Mr. P.K. Sleeba, residing at Pattasseril House, Palace Square Road, Mulamthuruthy, Ernakulam District, Kerala, PIN - 682314, hereinafter referred to as 'KCF', which expression shall unless it be repugnant to the meaning of context thereof be deemed to mean and include its successors in office, assignees and nominees of the **FIRST PART;**

AND

LIFE (Livelihood Inclusion and Financial Empowerment) Mission constituted as per G.O.(P) No. 41/2016/P&EA dated 28.09.2016, working under the Local Self Government Department (LSGD), Govt.of Kerala and having its address – Navakeralam Karmapadhathi II, B.S.N.L Bhavan, 3rd floor, Uppalam Road Statue, Thiruvananthapuram, Kerala, PIN - 695001 represented by Mr. ...., Chief Executive Officer, hereinafter referred as “LIFE” which expression shall, unless it be repugnant to the meaning of context thereof be deemed to mean and include its successors in office, assigns and nominees of the **SECOND PART.**

**WHEREAS, KCF** is a Section 25 company, constituted with the prime objective of undertaking public charitable activities in India without any discrimination as to religion, caste, creed or gender. The Foundation extends its helping hand to the society in various ways including providing medical aid to the needy patients and providing home to the homeless destitute directly and through voluntary organisations.

AND WHEREAS, LIFE Mission is one among the major flagship

programmes of the Government of Kerala and which aims to provide total housing to all eligible houseless and landless houseless in the State within a time frame.

AND WHEREAS, KCF and LIFE Mission are desirous of associating together for identifying the homeless destitute and to provide land and homes for the homeless destitute and to provide land and homes for them and the Government has accorded sanction as per GO(Rt) No.1284/2024/LSGD dated 17/07/2024 to the terms of this agreement.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions and understandings set out in this MoU, the parties with the intent to be legally bound hereby agree as per the terms and conditions detailed here under;

### **1. Purpose of the MoU**

1.1 The purpose of this MoU is to establish a collaborative relationship between KCF & LIFE Mission.

1.2 LIFE Mission will provide the list of the destitute persons in need of housing who are landless in the State of Kerala. The beneficiaries of the

project may be chosen either from the landless beneficiaries of Extreme Poverty Eradication Program (EPEP) list or from the landless beneficiaries of LIFE list. The priority should be given to the Extreme Poverty Eradication Program (EPEP ) beneficiaries. The parties shall mutually agree on the framework, goals and respective responsibilities of each other in regard to the support for the project.

1.3 KCF will spend a maximum of Rs 2,50,000/- (Rupees Two lakh fifty thousand only) per beneficiary for purchase of land not exceeding 5 cents for a maximum of 1,000 (one thousand) beneficiaries during the MoU period.

## **2 Terms and Modalities**

2.1 This MoU shall be effective from . . . . . and shall continue to be valid and effective for a period of 18 months from that date. On the expiry of this MoU, both parties shall mutually discuss and decide on its renewal on such terms & conditions, failing which it shall stand automatically terminated on . . . . .

2.2 This project shall be named as the “LIFE MISSION CHITTILAPPILLY BHAVANA PADHADHI” Phase-II (ലൈഫ് മിഷൻ

ചിറ്റിലപ്പിള്ളി ഭവന പദ്ധതി - രണ്ടാം ഘട്ടം)

2.3 The day-to-day management of the project and the project activity shall be done jointly by KCF and LIFE Mission and for this purpose, the nominated person by KCF will be the Single Point of Contact [SPOC] on behalf of KCF and the nominated person by LIFE Mission will be the Single Point of Contact [SPOC] on behalf of LIFE Mission. The name of SPOC, and change, if any, will be intimated by both parties, in writing from time to time.

2.4 SPOCs together with execution teams shall meet at regular intervals to assess the progress of the project from time to time.

2.5 The identification of land, title verification, legal vetting etc., will be undertaken by the LIFE Mission, either directly or through implementing officers, and all matters in this regard will be the sole responsibility of the LIFE Mission. K Chittilappilly Foundation will neither be responsible nor be a party to any dispute that may arise due to non-performance of any of the terms of the deal or payment terms with the property owner or any other party.

### **3 Obligations & Deliverables**

### **3.1 LIFE Mission:**

- a. Identification of beneficiaries will be done by the LIFE Mission.  
LIFE Mission will take up selected geographical areas within the State and decide on the number of houses proposed to be provided in each geographical area, district-wise, in consultation with the K Chittilappilly Foundation and also considering the suggestions of the Foundation.
- b. Beneficiaries for the scheme will be from the eligible list of beneficiaries through transparent selection process as per guidelines issued by the Government and maintained by the LIFE Mission .
- c. Collecting all required documents to prove a legal and transferable title of the proposed land from the owner/seller and scrutinizing the documents, preparing purchase agreements, title transfer documents and completing all other formalities related to purchase of land and transfer of title to the beneficiary.
- d. LIFE Mission shall ensure completion of houses within the specific contract period of 18 months. Construction of houses shall be



directly by beneficiaries or other means.

- e. Carrying out progress reviews and providing a Progress report on all the Projects on a quarterly basis.
- f. Ensuring participation of K Chittilappilly Foundation as a Partner in all the public functions organized in connection with the Project, including handing over of Keys etc.
- g. Ensuring that the full land value is reflected in the property title deed executed between the seller and the beneficiary. The beneficiaries will be eligible for stamp duty and registration fee exemption vide GO (P) No. 99/2022/Taxes, Dtd. 01.08.2022 and GO.(P) No. 100/2022/Taxes, Dated. 01.08.2022
- h. In all correspondence with the beneficiaries and promotional brochures etc., regarding this joint scheme, LIFE Mission will include the name of K Chittilappilly Foundation as Partner. The same will be followed in the name boards, display boards etc., after construction.

This scheme will be valid for 18 months, and land required for all

1,000 families should be identified and transfer of title should be done and LIFE Mission should ensure construction of houses for the beneficiaries within specific period of this contract.

### **3.2 KCF:**

KCF will be responsible for the following:

Releasing the consideration upto a maximum of Rs.2,50,000/- (Rupees Two lakhs fifty-thousand only) in a single installment, to the land owner/ seller, for transaction of property (sale of land not exceeding 5 cents) on production of title deed in name of beneficiaries. LIFE Mission will produce copy of contract executed with the beneficiary for the construction of houses to the KCF within one month of transfer of land to the beneficiaries.

Note: K. Chittilappilly Foundation's involvement in the scheme will be limited to release of fund subject to a maximum of Rs.2,50,000/- (Rupees Two lakhs fifty-thousand only) for a beneficiary who is identified by LIFE Mission and who is not owning any landed property at present in Kerala.

### **3.3 General conditions**

- a. The amount will be transferred directly to the account of the land owner / seller for the purpose of transaction of property for the LIFE beneficiary .
- b. This joint scheme will be valid for 18 months only, and land required for all 1,000 families should be identified and transfer of title deed should be done within the stipulated time.
- c. If LIFE Mission is not able to identify and arrange transfer of required property and complete the construction of houses within the period of 18 months, KCF may take appropriate decision either to extend the scheme or discontinue the project depending on the situation.
- d. The property transferred to the beneficiary under this scheme should not be sold/ transferred to a third party for a period of 7 years from the date of coming into effect of this agreement.
- e. After execution of the project, if any dispute arises with regard to title of land, land use/ category etc, K Chittilappilly Foundation will not be responsible for any such disputes. It will be the sole

responsibility of the LIFE Mission to settle those issues.

- f. KCF should not be included as a party in any of the disputes/ cases that may arise in future with regard to the project, such as agreement for execution, construction, quality of materials/work, delay in execution/handing over etc.
- g. Both LIFE Mission and KCF will be including the houses constructed under this joint MoU in their performance reports/other reports or documents in their joint names only.
- h. KCF will have the right to visit the locations/site of construction of the joint project, with intimation to the Life Mission.

#### **4. Indemnity**

Notwithstanding anything to the contrary contained herein, either party shall indemnify and keep indemnified the other party, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, cost, charges and expenses) whatsoever that may be brought or made against the other party by any third party as a

result of any act or omission, non-performance or non-observance by either party or its employees/personnel of any of the terms and conditions of this MoU and/or arising from either party's failure to comply to any laws, regulations, statute or enactment/s.

#### 5. **Warranty**

Both LIFE Mission and KCF warrants that the project activities shall be performed in a professional and competent manner and in accordance with generally accepted ethical and moral principles.

#### 6. **Liability**

Notwithstanding anything stated under this MoU, either party shall not be liable to the other party for any indirect, incidental, special or consequential damages, including without limitation any damages for lost profits incurred by organization or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages.

#### 7. **Performance Reporting**

##### 1. **Disclosure**

The parties agree to share fully between themselves all information that is necessary to achieve the project objectives and to document them. Any information that impacts accomplishment of the project objective will be shared between all parties as soon as possible.

**7.2** It is understood that some information may be confidential in nature. Information that is declared confidential will not be shared with any third parties or organizations without consent of the parties to this MoU.

## **8.Termination**

The parties recognize that entering into this MoU has substantial implication and any untoward incident can impact the reputation and goodwill of both Life Mission and KCF. Therefore, this MoU can be terminated only if there is a serious violation of obligations under this MoU, by either party, the violating party must first be given written notice of the problem with suggested recourse by the aggrieved party and given 60 days' resolution period to address the matter. Provided there is no satisfactory reply during the 60 days' period the aggrieved party may terminate the MoU.

## **9. Confidentiality**

9.1 Notwithstanding anything to the contrary here before contained, this MoU has been entered into by and between the parties hereto, on a principal-to-principal basis and at arm's length. Neither party shall be the agent of the other nor shall have any power or authority, whether expressed or implied to bind or commit the other in any dealing or matters to create any such duty or obligation on behalf of the other party, save and except for the purposes specifically provided in this MoU.

9.2 Both LIFE Mission and KCF shall maintain strict confidentiality of the affairs of the other party to which either party or its duly authorized representatives will have access, directly or indirectly, and shall not disclose / communicate, directly or indirectly, any official document or information to any person/s to whom such communication is not authorised to be communicated by the other party.

## **10. Force Majeure Clause**

Neither party shall be considered defaulting in performance of their obligations under the terms listed in the agreement, if such

performance is prevented or delayed for any cause beyond the responsible control of the party affected such as war, natural calamities, epidemics, hostilities, revolution, riots, fire, explosion, flood, earthquake or because of any law or other proclamations, regulations or ordinance of any Government or sub-division there of or any other cause beyond the control of the concerned parties which could not have been foreseen or avoided by the exercise of due diligence; provided notices of any such case with necessary evidence is given within a 14 day period or if this is not possible, within a reasonable period without delay. As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligations has been affected shall notify the other party, the actual delay that might have occurred in such affected activity.

## **11. Resolution of Disputes**

All disputes under this MoU will be resolved through negotiations of the parties entered into this MoU. In case the parties cannot reach understanding by means of negotiation, they may take recourse to resolution of the matter under the provisions of Mediation Act, 2023 (



Act No. 32 of 2023).

### **12. Governing law**

This MoU shall be governed and interpreted in accordance to the laws of India and Courts in Kerala only shall have exclusive jurisdiction in all matters arising out of this MoU.

### **13. Signatures**

This MoU is undertaken in a spirit of trust, cooperation and mutual agreement, to benefit the weaker section of general public.

### **14. Authority to Sign:**

Each person signing the MoU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the MoU.

### **15 Modification/ Amendment**

Any modification/amendment of the terms and conditions of the MoU, including any modification of the scope of the services, may only be made, and be effective, through written agreement

between parties. However, each Party shall give due consideration to any proposal for modification/amendment made by other Party.

IN WITNESS WHERE OF the Executive Director, for and on behalf of K Chittilappilly Foundation(KCF) and the Chief Executive Officer, for and on behalf of LIFE (Livelihood Inclusion and Financial Empowerment) Mission have hereunto set their hands on the ----- day of ----- 2024.

SIGNED, SEALED AND DELIVERED BY

**For KCF**

**For LIFE Mission**

**K Chittilappilly Foundation**

(Sign)

(Sign)

Dr. George Sleeba

Shri. Suraj Shaji IAS

Designation : Executive Director

Designation: The Chief Executive Officer

K Chittilappilly Foundation  
(KCF)

LIFE MISSION

(Office seal)

(Office seal)

Date

Date

IN THE PRESENCE OF

IN THE PRESENCE OF

WITNESSES : -

WITNESSES:-

1-----

(Sign)

Name :

Designation ;

Date :

2-----

(Sign)

Name :

Designation ;

Date :



ANNEXURE –GO(Rt) No.1284/2024/LSGD dated 17/07/2024

1.