

# অসম বিধান সভা

তৰাবিহীন প্ৰশ্ন নং -৪৭৪

উত্তৰ দিয়াৰ তাৰিখ : ০১/০৪/২০২২

বিধায়কৰ নাম : শ্ৰীদেৱব্ৰত শইকীয়া

বিষয় : GMDA ৰ আঁচনি

: প্ৰশ্ন :

মাননীয় গুৱাহাটী উন্নয়ন বিভাগৰ মন্ত্রী মহোদয়ে অনুগ্রহ কৰি জনাবনে :

(ক) ২০০৮ চনত GMDA এ Simplex Infrastructure ৰ লগত গেমছ ভিলেজৰ গৃহ নিৰ্মাণৰ চুক্তি কৰিছিল নেকি ?

চুক্তি	সেই সময়ৰ মন্ত্রী	সেই সময়ৰ CEO	চুক্তি মতে কোনে কিমান অংশ পাব

(খ) এই চুক্তি সম্পাদন কৰাৰ পূৰ্বে GMDA এ কোন কোন বাতৰি কাকতত বিজ্ঞাপন দি ব্যক্তিগত প্ৰকল্প ৰূপায়ণকাৰী বিচাৰিছিল ? বিজ্ঞাপনৰ তাৰিখ, বাতৰি কাকতত দিয়া বিজ্ঞাপনৰ খৰচৰ নিৰ্দেশ আদি জনসংযোগ বিভাগৰ প্ৰমাণপত্ৰসহ দাখিল কৰিব ।

(গ) চুক্তি অনুসৰি এতিয়া কিয় প্ৰকল্প সম্পূৰ্ণ হোৱা নাই ?

(ঘ) চুক্তি ভংগ হোৱাৰ পিছত কিয় বাতিল কৰা নহ'ল ?

(ঙ) এই চুক্তি কেইবাৰ নৱীকৰণ কৰা হ'ল, বিতং তথ্য দিব ।

(চ) Piling নকৰাকৈ ওপৰৰ কাম কৰিছে নেকি ?

(ছ) Private Partner ক residential 85%, commercial 90% অংশ দিয়া হৈছে নেকি ?

(জ) সাধাৰণতে গুৱাহাটীত বিভিন্ন এনে চুক্তি হ'লে 60%-40% অংশীদাৰিত্ব হয় নেকি ?

(ঝ) পূৰ্ব কামৰূপ বন বিভাগে ৰাজহ চুৰি আৰু অন্য দোষত এই নিৰ্মাণ প্ৰতিস্থানক দোষী সাব্যস্ত কৰিছে নেকি? বিতং জনাব ।

(ঞ) Foundation নকৰাকৈ ওপৰৰ অংশ নিৰ্মাণ কৰাৰ তথ্য (২০১৭ চনৰ পৰা) চৰকাৰে পাইছে নেকি ?

(ট) এই গুৰুতৰ অনিয়ম কৰি কৰা নিৰ্মাণ IIT ৰ বিশেষজ্ঞৰ দ্বাৰা পৰীক্ষা কৰিবনে আৰু দোষীসকলক শাস্তি দিবনে ?

(ঠ) গুৱাহাটী মহানগৰীৰ খোৱাপানী যোগানৰ বাবে মুঠ কেইটা প্ৰকল্পৰ বাবে কিমান পুঁজি কোন কোন উৎসৰ পৰা পোৱা হৈছে অনুগ্রহ কৰি জনাব।

(ড) গুৱাহাটী উন্নয়ন বিভাগৰ দ্বাৰা ৰূপায়ণ কৰা কোনসমূহ আঁচনিৰ বাবে দুৰ্নীতিৰ অভিযোগ অনুসৰি চৰকাৰে বৰ্তমানলৈকে তদন্তৰ ব্যৱস্থা কৰিছে ? বৰ্তমানৰ স্থিতি বিতংকৈ জনাব ।

: উত্তৰ :

গৃহনিৰ্মাণ আৰু নগৰ পৰিক্ৰমা বিভাগৰ মাননীয় মন্ত্ৰী শ্ৰীঅশোক সিংহল দেৱে উত্তৰ দিব –

- (ক) ২০০৮ চনৰ মে মাহৰ ২৬ তাৰিখে গুৱাহাটী মহানগৰ উন্নয়ন কৰ্তৃপক্ষ (জি.এম.ডি.এ) এ Simplex Infrastructure ৰ লগত গেমছ ভিলেজৰ গৃহ নিৰ্মাণৰ চুক্তি কৰিছিল।

চুক্তি	সেইসময়ৰ মন্ত্ৰী	সেইসময়ৰ CEO	চুক্তি মতে কোনে কিমান অংশ পাব
	ড° হিমন্ত বিশ্ব শৰ্মা	শ্ৰী প্ৰীতম শইকীয়া	চুক্তি অনুসৰি GMDA এ Residential ৰ ১৫% আৰু Commercial ৰ ১০% অংশ পাব।

- (খ) Times of India (Delhi, Mumbai & Kolkata Edition) বাতৰি কাকতত ০৯ আৰু ২০ আগষ্ট, ২০০৭ আৰু গুৱাহাটীৰ পৰা প্ৰকাশিত The Sentinel বাতৰি কাকতত ০৯ আৰু ১৯ আগষ্ট, ২০০৭ ত বিজ্ঞাপন প্ৰকাশ হয়।

তথ্য অনুসৰি গুৱাহাটী মহানগৰ উন্নয়ন কৰ্তৃপক্ষ (জি.এম.ডি.এ) এ ০৬/০২/২০০৮ তাৰিখে ১১৭-১১৮ নং বিল অনুসৰি সৰ্বমুঠ ৪,৯০,৬০৬ টকা বাতৰি কাকতত দিয়া বিজ্ঞাপনৰ বিল পৰিশোধ কৰে। যিহেতু উক্ত বিজ্ঞাপন ১৪ বছৰ পুৰণি আৰু যাবতীয় File টো GMDA ৰ ভঁৰালত আছে, বিছাৰিবলৈ কিছু সময়ৰ প্ৰয়োজন হ'ব।

- (গ) ১) এই প্ৰকল্পৰ Environmental Clearance October, 2013 চনত হৈছে।

২) Utility Shifting 2016 চনত হয়।

- (ঘ) ৫/১২/২০১৪ ইং তাৰিখে এখন সংপূৰক চুক্তি সম্পন্ন কৰা হৈছিল; সেয়েহে চুক্তি ভঙ্গ কৰাৰ প্ৰশ্ন নুঠে।

- (ঙ) ২৩/১০/২০১৩ তাৰিখে Environmental Clearance ৰ NOC পোৱা হয়। ০২/০৯/২০১৪ চনত অসম চৰকাৰৰ Empowered Committee (PPP) এ পুনৰীক্ষণৰ পাছত GMDA ক উক্ত প্ৰকল্পৰ Area Sharing ৰ অনুমোদন দিয়ে। Supplemental Agreement ৫/১২/২০১৪ তাৰিখে সম্পন্ন হয়। (কপি গাঠি দিয়া হ'ল)

- (চ) Piling নকৰাকৈ কোনো কাম কৰা নাই।

- (ছ) হয়, নিবিদা অনুসৰি Private Partner ৰে residential 85%, commercial 90% অংশ পায়।

- (জ) এই বিভাগ, এই বিষয়ে অৱগত নহয়।

- (ঝ) কৰা নাই।

- (ঞ) পোৱা নাই।

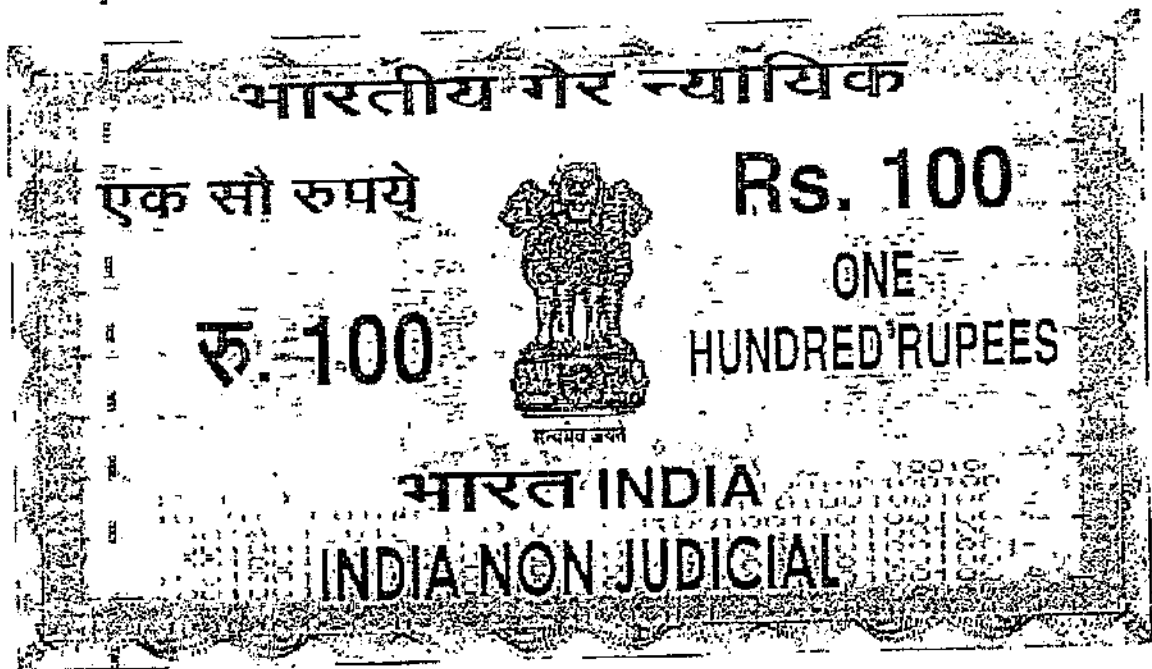
- (ট) উক্ত প্রকল্পত কোনো গুৰুতৰ অনিয়মৰ অভিযোগ অথবা তথ্য পোৱা হোৱা নাই ।
- (ঠ) গুৱাহাটী মহানগৰীৰ গুৱাহাটী মহানগৰ উন্নয়ন কৰ্তৃপক্ষৰ অধীনত জৱাহৰলাল নেহেৰু নেচনেল আৰবান ৰিনুৱেল মিচনৰ অধীনত ৰূপায়িত হৈ থকা দক্ষিণ পশ্চিম গুৱাহাটী পানী যোগান প্রকল্পৰ পুঁজি নিম্নলিখিত উৎসৰ পৰা পোৱা হৈছে-

কেন্দ্ৰীয় পুঁজিৰ অংশ : ২২৭.৫৫ কোটি টকা

ৰাজ্যিক পুঁজিৰ অংশ : ১৪৩.০৭ কোটি টকা

- (ড) গৃহনিৰ্মাণ আৰু নগৰ পৰিক্ৰমা বিভাগৰ দ্বাৰা গুৱাহাটী মহানগৰীত গুৱাহাটী মহানগৰ উন্নয়ন কৰ্তৃপক্ষৰ অধীনত জৱাহৰলাল নেহেৰু নেচনেল আৰবান ৰিনুৱেল মিচনৰ অধীনত ৰূপায়িত হৈ থকা ( দক্ষিণ পশ্চিম গুৱাহাটী পানী যোগান প্রকল্প) আঁচনিৰ এতিয়ালৈকে দুৰ্নীতি হোৱা বুলি অভিযোগ অহা বুলি জনা হোৱা নাই ।

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असम ASSAM

A 640643

SUPPLEMENTAL AGREEMENT

No GHDA/DEV/45/2009/Part-II/187 dated 5/12/2014


THIS SUPPLEMENTAL AGREEMENT made at Guwahati on this 5th day of December, Two Thousand Fourteen between GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY (GHDA), having office at Bhangagarh, Guwahati - 781005, Assam (hereinafter called and referred as the "Owner"), which expression shall unless repugnant to the subject or context mean and include its successors-in-interest, legal representative and assigns represented by its Chief Executive Officer, of the ONE PART

AND

SIMPLEX INFRASTRUCTURES LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at Simplex House, 27 Shakespeare Sarani, Kolkata - 700017, and their Associates hereinafter called the "Developer" (which expression shall, unless repugnant to the subject or context, mean and include its successors-in-interest, legal representative and assigns) represented by its Authorized Signatory of the SECOND PART.



Certified to be true copy

  
Project Engineer  
Guwahati Metropolitan Dev. Authority  
Bhangagarh, Guwahati-781005  
1

Chief Executive Officer  
Guwahati Metropolitan Dev. Authority

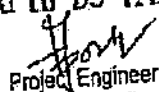
WHEREAS:

- A. That we made a Development Agreement before the Notary Govt. of Assam bearing Sl. No. 7143 of 2011 dt. 11-05-2011 (which is acknowledged as Principal Agreement and referred as such hereinafter).
- B. The Owner irrevocably permitted and granted exclusive right to the Developer to develop the land containing an aggregate area of 30 Bighas more or less available for development in the township at 33<sup>rd</sup> National Games Village campus, Borsojai, Guwahati-781029 for mutual benefit and for the consideration and on the terms and conditions therein contained in "the Principal Agreement".
- C. After protracted negotiations and deliberations, certain further terms and conditions have been agreed upon by and between the parties hereto which they desire to record in writing as hereinafter contained.

NOW THIS SUPPLEMENTAL AGREEMENT IN CONTINUATION OF EARLIER AGREEMENT REFERRED ABOVE IN CLAUSE A WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. Both the parties admit and acknowledge that the said Principal Agreement, entered and/or deemed to have been entered into between the parties hereto as hereinbefore recited, is in full force and effect and each party has duly complied with its obligations therein and all delays and defaults, if any, are hereby waived and condoned.
2. Under the said Principal Agreement, the Owner had the option of taking either the built-up area on area sharing basis or the minimum guarantee amount as therein contained. The Owner has now decided that the Owner shall take built-up area on area sharing basis as contained in the said Principal Agreement on the basis of the already approved area of 14.68 Lacs Square Feet for the project at the said Premises, being 15% of Residential Saleable Areas and 10% of the Commercial Saleable Areas, it being clarified that in case of any area reduction of actual construction area by the Developer, the area share allocation of the Owner shall be applied on 14.68 Lacs Square Feet only as already agreed.
- 2.1 Both the parties have hereto agreed that the owner's space allocation for 15% of Residential Saleable Areas and 10% of the Commercial Saleable Areas shall be finalized within a period of 15 days from the date of receipt of sanctioned plans from the concerned authority. The developer agreed to construct the said project as per the facilities and amenities placed at annexure-I and minimum specifications placed at annexure-II.

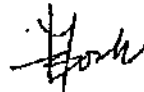
Certified to be true copy

  
Project Engineer  
Guwahati Metropolitan Dev. Authority  
Bhannagarh, Guwahati-781005

2.2 The Second Party shall hand over the owner's allocation within the project completion period mentioned in Article-VI, clause No 6.01(i) of the Principal Agreement. The Developer agrees that in case the owner's allocation is not handed over in specified time the same will attract a penalty of 12% per annum on the market value of the owner's space calculated on the date of expiry of scheduled project completion time. In case of default in handing over of owner's allocated space for more than six month from the date of the expiry of the scheduled completion date, the owner will have right to recover his space share by taking possession of the project including Developer's construction equipments and materials lying at site.

3. **Performance Security :** Both the parties agrees that initial deposit amount of Rs.4.36 Crores paid by the Developer to the Owner shall remain as performance security deposit to the project which shall be refunded /or released without any interest by the Owner to the Developer in 4 (Four) Stages @25% per stage on submission of Bank Guarantee of equivalent amount at each stage by the Developer to the Owner as follows:

**Certified to be true copy**

  
Project Engineer  
wahati Metropolitan Dev. Authority  
Bhangagarh, Guwahati-781005

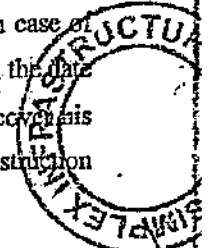
- i) 1<sup>st</sup> installment of 25% after completion of 25% of work value of the Project;
- ii) 2<sup>nd</sup> installment of 25% after completion of 50% of work value of the Project;
- iii) 3<sup>rd</sup> installment of 25% after completion of 75% of work value of the Project;
- 4<sup>th</sup> installment of 25% after completion of 100% of work value of the Project;

The said Bank Guarantee/s expiry date shall be 1 (one) year from the scheduled date or actual date of completion of the project, which ever is later.

4. Both the parties agreed that the developer shall make all necessary arrangement for shifting and reallocating of utilities like electrical transformers, overhead and underground electrical, plumbing line, septic tanks, sewer line and etc in complete in all respect including the necessary approval from concerned authorities at his own cost within a budget of Rs 3.47 Cr (Rupees three crores forty seven lakhs only) and subject to approval of plan and estimate by the first party. The Developer shall complete the shifting and reallocating works within a period of six month in all respect without disturbing the operation of Ph-I of Games Village. The owners agreed the cost of shifting and reallocating shall be reimbursed to the developer after completion and hand over of the owner's allocated space complete in all respect.

5. Save as modified and/or altered and/or novated and/or supplemented by these presents, all other terms of the Principal Agreement shall apply mutatis-mutandis and in case any of the provisions, terms conditions and covenants herein contained be in any way contrary to anything contained in the Principal Agreement, then the provisions terms conditions and covenants herein shall supersede and prevail over those contained in the Principal Agreement and for all intents and purposes, this Agreement shall always be deemed to be a Supplemental Agreement modifying and/or altering and/or clarifying the terms conditions provisions and covenants of the Principal Agreement to the extent herein contained.


**Certified to be true copy**



Chief Executive Officer  
Wahati Metropolitan Development Authority

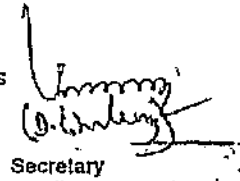
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by

  
Chief Executive Officer  
Guwahati Metropolitan Dev. Authority  
GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY

in the presence of:

1) Witness

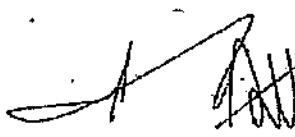

  
Secretary

Guwahati Metropolitan Dev. Authority  
Bhangagarh, Guwahati-781005

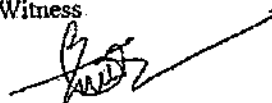
2) Witness

  
(DALIH GOGOI)

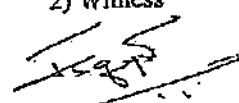
SIGNED SEALED AND DELIVERED by the DEVELOPER, SIMPLEX INFRASTRUCTURES LIMITED, through its Authorized Signatory, Mr. Deepak Dutt, pursuant to the resolution passed in the meeting of its Board of Directors held on 02/12/2011, who has executed these presents at Guwahati in the presence of:


1) Witness

  
(MHIR. K. PAL)

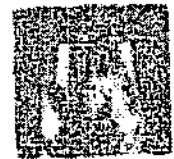
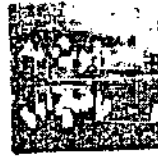
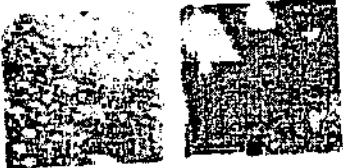
2) Witness

  
(INDRANIL SEN GUPTA)

Certified to be true copy

  
Project Engineer  
Guwahati Metropolitan Dev. Authority  
Bhangagarh, Guwahati-781005

ANNEXURE-1



NO. ANNEXURES  
... ..  
... ..

Certified to be true copy

*[Signature]*  
Project Engineer  
Guwahati Metropolitan Dev. Authority  
Bhangagarh, Guwahati-781005



*[Signature]*

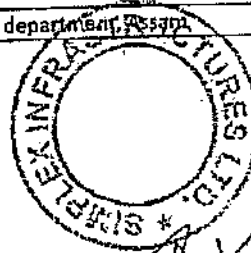
*[Signature]*  
Chief Executive Officer  
Guwahati Metropolitan Dev. Authority





Annexure - II		
Construction of Phase II of Games Village		
General Specifications		
SL NO,	PARTICULARS	DETAILS
1	Structure	Earthquake Resistant RCC Frame Structure In Podium frame
2	Wall Finish	Smooth Finish POP/White Cement Finished
3	Doors	Finished Main Door - Wooden/Steel as per design
		Other Door (Flush Door - Min 3.5 mm thick)
4	Windows	Glazed AL / UPVC as per design
5	Balcony	MS Railing
6	Flooring	
6.1	Living/Bedroom	Vitrified Tiles
6.2	Kitchen Floor	Anti-Skid Tiles as per design
6.3	Toilet Floor	Anti-Skid Tiles as per design
7	Kitchen	Tiles upto. 2 ft. height wherever applicable
		Granite top with Stainless Steel Sink
8	Toilet	Tiles up to door Height
		Premium CP fittings of Jaguar (Continental) or equivalent
		Ivory/White sanitary ware of Parryware/Hindware
		Provision for Hot & Cold water supply
9	Electrical	FRLS conduit wiring of Finolex or equivalent
		Modular Switches of Legrand or equivalent
		Provision for AC In Living /Bedrooms
		Exhaust Fan points in Kitchen & Toilets
		MCB - Havells make
10	Water Supply	Piped water supply as per MoEF's requirement
11	Lift	Kone or equivalent
12	Fire Fighting	As per fire norms approved by Fire department, Assam

Chief Executive Officer  
Guwahati Metropolitan Dev. Authority



Certified to be true copy

*Hank*  
Project Engineer  
Guwahati Metropolitan Dev. Authority  
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