

Replacement of Old Tracks

2367. SHRI AMAR PAL SINGH: Will the Minister of RAILWAYS be pleased to state:

(a) Whether there are several old and outdated Railway tracks in the country;

(b) if so, the details thereof; and

(c) the steps being taken to replace them?

THE MINISTER OF STATE IN THE MINISTRY OF RAILWAYS, MINISTER OF STATE IN THE MINISTRY OF PARLIAMENTARY AFFAIRS AND MINISTER OF STATE IN THE MINISTRY OF PLANNING AND PROGRAMME IMPLEMENTATION (SHRI RAM NAIK): (a) to (c) No Sir. Track renewal is a continuous process. Railway tracks are not classified as old and outdated. Tracks warranting renewal on age-cum-condition basis are renewed through regular track renewal programmes.

All out efforts are being made by Indian Railways to liquidate all arrears of overdue renewals by accelerating the renewals. During Eighth Plan 14203 km of track was renewed, and during 1997-98, 2950 km. Track was renewed.

Provision of Escalators at Vijayawada Railway Station

2368. SHRI P. UPENDRA: Will the Minister of RAILWAYS be pleased to state:

(a) whether a budgetary provision of Rs. 1.7 crores was made in the Railway Budget for 1996-97 to provide escalators at Vijayawada station and a foundation stone was also laid by the Minister of State for Railways on September 1996;

(b) if so, the work has been started on the proposal; and

(c) if not, the reasons therefor?

THE MINISTER OF STATE IN THE MINISTRY OF RAILWAYS, MINISTER OF STATE IN THE MINISTRY OF PARLIAMENTARY AFFAIRS AND MINISTER OF STATE IN THE MINISTRY OF PLANNING AND PROGRAMME IMPLEMENTATION (SHRI RAM NAIK): (a) An outlay of Rs. 1.12 crore was provided during 1996-97 as against the total anticipated cost of Rs. 1.60 crore for the work of "Providing escalators at Vijayawada and Secunderabad". Foundation stone was laid at Vijayawada Railway Station in September 1996 by the then Hon'ble Minister of State for Railways.

(b) Yes, Sir. Planning and Design for the work has been completed and any outlay of Rs. 67.21 lakh has been proposed in 1998-99 budget for this work.

(c) does not arise.

[*Translation*]

Rehabilitation Centres for War Widows

2369. SHRI RAMDAS ATHAWALE: Will the Minister of DEFENCE be pleased to state:

(a) the number of the rehabilitation Centres for War widows set up in the country so far, State-wise;

(b) the details of funds allocated to these Centres during the last two years till May, 1998 and the details of the activities carried out by these Centres;

(c) whether the Government have received any complaints/reports of irregularities in these Centres; and

(d) if so, the details thereof and the action taken in this regard?

THE MINISTER OF DEFENCE (SHRI GEORGE FERNANDES): (a) to (d) Information is being collected and will be laid on the Table of the House.

Mumbai Urban Transport Project-II

2370. SHRI MADHUKAR SIRPOTDAR: Will the Minister of RAILWAYS be pleased to state:

(a) whether the Railway Board has taken a decision to set up Mumbai Rail Development Corporation for executing the rail projects under Mumbai Urban Transport Project-II;

(b) whether the MOU in this regard has been signed between the Union Government and the Government of Maharashtra;

(c) if so, the details thereof;

(d) whether the said Corporation has since been set up; and

(e) if not, the reasons for the delay and the time by which it is likely to be set up?

THE MINISTER OF STATE IN THE MINISTRY OF RAILWAYS, MINISTER OF STATE IN THE MINISTRY OF PARLIAMENTARY AFFAIRS AND MINISTER OF STATE IN THE MINISTRY OF PLANNING AND

PROGRAMME IMPLEMENTATION (SHRI RAM NAIK): (a) Yes, Sir.

(b) yes, Sir. It is signed on 26th May, 1998.

(c) Copy of the MOU is given in the enclosed Statement.

(d) No Sir, only the name of the Corporation - Mumbai Railway Vikas Corporation has been registered. Other formalities are being completed.

(e) There is no delay since the MOU is signed before a fortnight only.

Statement

**Memorandum of Understanding (MOU)
Between
the Government of India
Acting Through
The Ministry of Railways
and
The Government of Maharashtra
in Connection with Development of
Suburban Rail Infrastructure
in Mumbai Metropolitan Region**

This MOU entered into between

- (1) The president of India called the party of first part; and
 - (2) The Governor of Maharashtra called the party of second part;
1. Whereas the suburban rail net work of Mumbai in the given operating environments provides an efficient and reliable services though very crowded;
 2. Whereas the Railways are and will continue to be the principal mode of mass transportation in Mumbai Metropolitan Region (MMR);
 3. Whereas comprehensive study of the total Urban Transport Infrastructure of MMR identified rail projects for meeting the burgeoning demand;
 4. Whereas Planning, financing, construction and operation of Government Railways is the responsibility of the Central Government;
 5. Whereas in view of the critical role the suburban rail network has in the development of MMR and towards improving the quality of life of Mumbai

citizens, Government of Maharashtra (GOM) would like the capacity augmentation and expansion of rail network to take place early so as to:—

- (1) Enable the Suburban Railways to carry a greater portion of commuter traffic.
 - (2) help in containing growing congestion on roads and resultant environmental pollution.
 - (3) Reduce dense crush congestion during peak hours on suburban trains;
6. Whereas commercial development of Railway land and air space and surcharge can be a major source of generating financial resources, which will require active support of GOM and its development agencies.
 - 6.1 Whereas a greater level of local co-operation is required to tackle the Railways' operational problems in controlling their right of way by removal of encroachments and trespassers from the Railways' right of way and station approaches including Resettlement and Rehabilitation (R&R) as well as co-ordinating and ensuring improvements of track and drainage;
 - 6.2 Whereas Government of Maharashtra (GOM) have notified a policy for R&R of people including those affected by introduction of rail projects and commercial development of Railway land on the basis of a base level survey done in 1995;
 - 6.3 Whereas the terms and conditions under which R&R of Project affected Persons (PAP's) affected by the rail components of Mumbai Urban Transport Project-II (MUTP-II) will be carried out, will be mutually settled between GOM and IR within the broad overall framework of the R&R policy of GOM.
 7. And Whereas it is felt expedient and necessary in the national and public interest to have a Public Sector Corporation under the Ministry of Railways for developing coordinated plans and expeditious implementation of rail infrastructure projects, commercial development of Railways land and airspace and coordinating the resolution of allied issues including R&R of PAPs amongst involved agencies;

8. And Whereas the parties hereof have agreed to establish a Public Sector Company under the Companies Act, 1956 to undertake the above purpose on the terms and conditions appearing hereinafter;
9. NOW THIS MOU WITNESSETH THAT, in consideration of the premises mentioned above and mutual covenants appearing hereinafter, the parties have agreed as follows:
- (i) The parties hereof shall form, establish and get registered a wholly Government owned Public Sector Company with limited liability to undertake the development of coordinated plans, development and execution of rail projects in MMR within a period of three months from the date of this MOU or such extended period as may be agreed upon from time to time by mutual consent.
- (ii) The name of the proposed joint venture Public Sector Company shall be "MUMBAI RAILWAY VIKAS CORPORATION LIMITED" (herein after called the MRVC) or such other name as may be made available by the concerned registrar of companies and agreed upon by the consent of parties hereof.
- (iii) The registered office of the MRVC will be in Mumbai.
- (iv) The company will be deemed to be a Railway company under the provisions of Indian Railways Act, 1989 as amended from time to time.
- (v) The main objective of the company shall be to develop coordinated plans and implement the rail infrastructure projects, undertake commercial development of Railway land and airspace, coordinate with organizations operating the train services and responsible for protection of Railways' right of way and urban development for purposeful resolution of allied issues and problems, and discharge its liabilities arising due to such projects and action.
10. The details of the main, ancillary and other objects, as may be agreed to by the consent of the parties hereof, will be mentioned in the Memorandum of Association of the proposed MRVC. The Memorandum and Articles of Association of the proposed

MRVC shall be finalized with utmost expedition by the party of the first part in consultation with the party of the second part, incorporating the terms and conditions of the MOU and such other provisions as are agreed to by the consent of parties hereof.

11. The authorized share capital of the company will initially be Rs. 25 crores divided into 2,50,000 shares of Rs. 1000/- each.
12. The subscription to equity of MRVC by the parties to this agreement shall be as indicated below:
- (i) Government of India: 51%
- (ii) Government of Maharashtra: 49%
13. The authorised representatives of each of the parties of the first and second parts shall subscribe to the Memorandum of Association and Articles of Association.
14. The proposed Company shall be governed by a Board of Directors, consisting of eleven Directors.

There shall be a part time Chairman, six full time Directors including Managing Director, two part-time Government Directors and two non-official part time Directors.

The part time Chairman will be nominated by Ministry of Railways in consultation with Govt. Of Maharashtra.

There will be six full time Directors viz. Managing Director, Director (Technical), Director (Electrical) and Director (Finance) to be nominated from Railways while Government of Maharashtra (GOM) will select Director (R&R) and Director (Infrastructure and Commercial Development). There will also be one part time official Director from GOM and one part time official director from Indian Railways (IR).

15. Funds for implementation of suburban rail projects included in MUTP-II as well as resettlement and rehabilitation of persons affected thereby as per terms mutually agreed to between GOM and IR shall be generally made available by Government of India (Ministry of Railways) and Government

of Maharashtra in the ratio of 50:50 Sources of funds will be from—

- (i) Revenue from commercial development of railway land and air space.
 - (ii) Budgetary support from Government of Maharashtra and IR.
 - (iii) Borrowings to be decided with mutual consent of Government of Maharashtra and IR.
 - (iv) Surcharge to be levied on commuters from a date to be mutually agreed to between Government of Maharashtra and IR;
16. Cost of resettlement and rehabilitation of people affected by commercial development of railway land and air space shall be borne by the Ministry of Railways in consonance with Clause 6.3 as a special case.
17. As a one time exception and subject to approvals as necessary, railway land, wherever surplus to the requirement of Railways, will be given by Railways for R&R of project affected persons (eligibility for this being their inclusion in the voter's list of 1995). Government of Maharashtra would provide necessary help to railways in protecting railway land and Railway's right-of-way.
18. For projects involving commercial development of Railway land, the land itself would remain in Indian Railway's ownership, with the Railways authorising MRVC to enjoy the air rights on terms and conditions to be settled mutually between MRVC and the Railways. The methodology for use of assets created by MRVC will be decided later with mutual agreement.
19. The GOM and Ministry of Railways shall extend all necessary support for the fulfilment of the objects of the company and
- (i) Render necessary assistance for the purpose of expeditious acquisition of lands, free from all encumbrances, as and when required by the company.
 - (ii) Wherever GOM's land is required for the project, the GOM while retaining the ownership of such lands, shall authorise

MRVC to construct operational facilities/rail infrastructure thereon on terms and conditions to be settled mutually between MRVC and the GOM.

20. MRVC would enter into a memorandum of understanding (MOU) with Government of India/Indian Railways and Government of Maharashtra confirming that it is empowered to:—
- (i) Develop coordinated plans for the rail components to be included in MUTP-II, MRVC will also be entrusted with the task of executing other planned non MUTP-II rail components projects on terms and conditions to be settled mutually between MRVC and the Railways.
 - (ii) Integrate urban development plans for Mumbai with rail capacity plans and proposed investments,
 - (iii) Execute specific projects for the commercial development of land and air space and apportion the net income in a ratio of 1:1:1 for railway projects in Mumbai area, Maharashtra and elsewhere in the country, respectively. This ratio may however be increased in favour of Mumbai for the time being, if required after mutual consultation.
 - (iv) Coordinate and facilitate, if required, improvement of track drainage not only within Railways' premises but also outside Railway limits, removal of encroachment and trespassers from the Railways' right-of-way and station premises and precincts.
21. Date and quantum of surcharge will be determined and levied as mutually agreed to between Government of Maharashtra and Indian Railways on commuters travelling to/ from and within the jurisdiction of MRVC as defined by clause 30. The entire proceeds from the surcharge will be used not only to supplement financing of suburban rail projects under MUTP-II to be implemented by MRVC, but also towards repayment of loan for such projects under MUTP-II by Government of Maharashtra and Indian Railways in the ratio of 50:50.
22. In case of any dispute arising out of this arrangement between the parties to the MOU the matter shall, at the request of either party

- to the MOU, be placed before an arbitration committee comprising one representative from the Railways, one representative from the State Government and one independent Government Officer of appropriate status, all to be nominated by the Cabinet Secretary, to arbitrate upon such disputes. Panel of names will be made available by the Railways and the GOM to the Cabinet Secretary for this purpose.
23. The parties to this MOU do hereby agree to the proposals contained in these presents and to give effect thereto and to undertake to fulfil the obligations and responsibilities arising.
24. MRVC shall obtain qualified and experienced manpower as may be necessary to manage its affairs and also for execution and maintenance of the project from Railways, GOM and the public sector enterprises of Central and State Governments.
25. MRVC could also be wound up at any point of time after a minimum duration of five years on mutually accepted terms and conditions subject to satisfactory discharge of liabilities of MRVC.
26. Stand alone systems either underground or elevated or on the surface which do not have any linkage with the IR network will not be covered by this MOU, their execution could however be entrusted to MRVC on terms and conditions to be mutually settled between MRVC and the owning agency.
27. The arrangements under the MOU will not be applicable for areas under CIDCO in Navi Mumbai which are governed under separate agreements. However, MRVC can take up execution of works in these areas on terms to be mutually settled between MRVC and IR/CIDCO.
28. The decision regarding selection and sequencing of projects will be taken by the Railways in consultation with Government of Maharashtra keeping in view the operational requirements.
29. Works like major yard remodelling, etc. Requiring very close and continuous coordination with the Railways and/or where safety of train operation is involved can be farmed out by MRVC to the IR field units.
30. The jurisdiction of MRVC will be upto Dahanu Road on Western Railway and Karjat, Kasara, Panvel and Khopoli on Central Railway.
31. Railways will adjust jurisdictions of Mumbai Central and Mumbai CST Divisions at an appropriate time.
32. Railways will take steps to segregate accounts of the Mumbai suburban rail system as far as feasible.
33. It is hereby agreed that period of validity of this MOU will be 15 years. It may however become necessary to extend the period so as to synchronise with the complete discharge of the liabilities of the company. As and when it is decided by the equity participants to dissolve the company, manner of disposal of shareholding and disposal of assets created by MRVC of either or both the parties shall be dealt with in a mutually agreed manner.
- In witness thereof, the respective Government set their hand hereunder on the 26th day of May 1998 through their respective authorised representatives.

For and on behalf of
the Governor of the
State of Maharashtra

For and on behalf
of the President,
of India

Sd/-
(P. Subrahmanyam)
Chief Secretary
Government of Maharashtra

Sd/-
(V.K. Agnihotri)
Member Engineering
Rly. Bd. & Ex-Officio
Secretary to The
Government of India

WITNESSES:-

Sd/-
(K. NALINAKSHAN)
Principal Secretary, Urban
Development
Government of Maharashtra

Sd/-
(M. M. GOYAL)
Additional Member
(Projects)
Railway Board
Ministry of Railways
Government of India