Memorandum of Agreement (MoA)

SCHEME OF URBAN INFRASTRUCTURE DEVELOPMENT IN SATELLITE TOWNS / COUNTER MAGNETS OF MILLION PLUS CITIES

Memorandum of Agreement (MoA)

Between

The Ministry of Urban Development

and

The Government of ___________ Uttar Pradesh ___________

And

The ULB of ___________ Pilkhuwa ___________

THIS AGREEMENT is made on this ___________ day of ___________ 200 ___________ between the Government of India, through the Ministry of Urban Development (hereinafter referred to as Party I) and the Government of Uttar Pradesh, through its Governor (hereinafter referred to as Party II) AND the ULB of Pilkhuwa through its authorized representative (hereinafter referred to as Party III). WHEREAS the Party III seeks financial assistance from the Party I under Scheme of Urban Infrastructure Development in Satellite Towns/Counter Magnets of Million Plus Cities.

WHEREAS Party III, in pursuance of the requirements for assistance has developed a City Development Plan (CDP) for the Satellite Town, fully detailed in Annexure-I. AND WHEREAS the Party III has formulated a detailed project report in respect of ___________ Sewerage System ___________ with details on its feasibility, fully detailed in Annexure-II; AND WHEREAS Party II and Party III have undertaken to implement the reform agenda, as per the timeline indicated therein, fully detailed in Annexure-III and IV, AND WHEREAS Party I has considered the documents mentioned in Annexure I, II, III and IV and found them consistent with the goals and objectives of the said Scheme; AND WHEREAS the Party I agrees to release a grant of Rs. ___________ 2550.01 ___________ over a period of ___________ One and half ___________ years, in accordance with the terms and conditions specified in this agreement.
NOW THE PARTIES WITNESSED as follows:

1. That the Party I shall release the first installment of Rs. 7,37,50,000 lacs upon signing of the Memorandum of Agreement (MoA) and submission of the above mentioned documents i.e. Annexure I, II, III and IV.

2. That the Party I may release the second installment of Rs. 7,37,50,000 lacs upon submission of a satisfactory Progress Report indicating:
   a. Existing Location Map & Inventory of assets
   b. Utilization Certificate, Progress as per landmark
   c. Photographs

3. That the Party I may release the third installment of Rs. 7,37,50,000 lacs upon submission of a satisfactory Progress Report indicating:
   a. Utilization Certificate
   b. Progress as per landmark
   c. Photographs

4. That the Party I may release the final installment of Rs. 7,37,50,000 lacs upon submission of a satisfactory Progress Report indicating:
   a. Utilization Certificate
   b. Progress as per landmark
   c. Photographs
   d. Location Map & Inventory of assets on completion

5. That the Party I or an Institution nominated by it, may undertake a site visit to ascertain the progress of the ongoing projects and also the reform agenda through designated representatives periodically;

6. That apart from the Progress Report, the Party III shall submit a Quarterly Report of the spending of the grant to Party I. In case Party III fails to submit such a report further installment of grant may be withheld until such submission.

7. Similarly, Party II shall submit a Half-yearly Report of the progress in respect of the implementation of the reform agenda as detailed out in Annexure III.

[Signature]

[Signature]

[Signature]
8. That Party II and Party III shall submit a complete report regarding the outcome of the Scheme on the completion of the projects.

9. That the Parties to the agreement further covenant that in case of a dispute between the parties the matter will be resolved mutual discussions.

10. That in case there is any delay in the implementation of the reforms agenda or submission of any periodic reports etc., at the State level by the Party II or Urban Local Body or Parastatal level by the Party III, due to the circumstances beyond the control of Party II or Party III i.e. Force Majeure or any other reason, the decision on the matter of extension of time for the implementation of the goals and objectives of the Scheme shall be at the discretion of Party I.

11. That in case of any breach regarding the terms and conditions of the Scheme, the Party I shall be entitled to withhold subsequent instalments of the grant on giving 30 days notice to the Party II or Party III. However, in this regard decision taken by the Party I shall be final and binding on the Party II and Party III though, before making such orders, opportunity of hearing shall be given to the Party II or Party III.

IN WITNESS HEREOF all the parties have put their hands on these presents of Memorandum of Agreement in the presence of witnesses.
SIGNATORIES

For Government of India through Joint Secretary, Ministry of: Urban Development

For State Government, State Secretary of Nodal Department

For ULB/Chairperson/ Executive Officer of Pilkhua Nagar Palika Parishad.
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WHEREAS Party III, in pursuance of the requirements for assistance has developed a City Development Plan (CDP) for the Satellite Town, fully detailed in Annexure-I. AND WHEREAS the Party III has formulated a detailed project report in respect of __Water Supply System__, with details on its feasibility, fully detailed in Annexure-II; AND WHEREAS Party II and Party III have undertaken to implement the reform agenda, as per the timeline indicated therein, fully detailed in Annexure-III and IV, AND WHEREAS Party I has considered the documents mentioned in Annexure I, II, III and IV and found them consistent with the goals and objectives of the said Scheme; AND WHEREAS the Party I agrees to release a grant of Rs. __1734.04__ Lacs over a period of _______two_________ years, in accordance with the terms and conditions specified in this agreement.

__________________________

__________________________
NOW THE PARTIES WITNESSED as follows:

1. That the Party I shall release the first installment of Rs. __________ upon signing of the Memorandum of Agreement (MoA) and submission of the above mentioned documents i.e. Annexure I, II, III and IV.

2. That the Party I may release the second installment of Rs. __________ upon submission of a satisfactory Progress Report indicating:
   a. Existing Location Map, Inventory of assets
   b. Utilization Certificate, Progress as per landmark
   c. Photographs

3. That the Party I may release the third installment of Rs. __________ upon submission of a satisfactory Progress Report indicating:
   a. Utilization Certificate
   b. Progress as per landmark
   c. Photographs

4. That the Party I may release the final installment of Rs. __________ upon submission of a satisfactory Progress Report indicating:
   a. Utilization Certificate
   b. Progress as per landmark
   c. Photographs
   d. Location map & inventory of assets on completion

5. That the Party I or an Institution nominated by it, may undertake a site visit to ascertain the progress of the ongoing projects and also the reforms agenda through designated representatives periodically.

6. That apart from the Progress Report, the Party III shall submit a Quarterly Report of the spending of the grant to Party I. In case Party III fails to submit such a report further installment of grant may be withheld until such submission.

7. Similarly, Party II shall submit a Half-yearly Report of the progress in respect of the implementation of the reform agenda as detailed out in Annexure III.

[Signatures and inscriptions]
8. That Party II and Party III shall submit a complete report regarding the outcome of the Scheme on the completion of the projects.

9. That the Parties to the agreement further covenant that in case of a dispute between the parties the matter will be resolved mutual discussions.

10. That in case there is any delay in the implementation of the reforms agenda or submission of any periodic reports etc., at the State level by the Party II or Urban Local Body or Parastatal level by the Party III, due to the circumstances beyond the control of Party II or Party III i.e. Force Majeure or any other reason, the decision on the matter of extension of time for the implementation of the goals and objectives of the Scheme shall be at the discretion of Party I.

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SIGNATORIES

For Government of India through Joint Secretary, Ministry of Urban Development

For State Government, State Secretary of Nodal Department

For ULB/Chairperson/ Executive Officer of Pilkhuwa Nagar Palika Parishad.