Memorandum of Agreement (MoA)

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

Draft Memorandum of Agreement (MoA)

Between

The Ministry of Urban Development

and

The Government of Gujarat

and

The ULB of Sanand Nagarpalika
Annexure

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THIS AGREEMENT is made on this 17th day of September 2010 between the Government of India, through the Ministry of Urban Development (hereinafter referred to as Party I) and the Government of Gujarat, through its Governor (hereinafter referred to as Party II) AND the ULB of Sanand Nagarpalika 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 Water Supply, Drainage And Solid Waste Management, 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 objective of the said Scheme; AND WHEREAS the Party I agrees to release a grant of Rs.7506.5x lakh over a period of 2 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. 1479.55 lakh 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. 2008.99 lakh upon submission of a satisfactory Progress Report Indicating:
   (a) Existing Location Map, inventory of assets
   (b) Utilization Certificate, Progress as per landmarks
   (c) Photographs
3. That the party I may release the third installment of Rs. 2008, 99 lakhs upon submission of a satisfactory Progress Report indicating:
   (a) Utilization Certificate
   (b) Progress as per landmarks
   (c) Photographs.

4. That the Party I may release the final installment of Rs. 2008, 99 lakhs upon submission of a satisfactory Progress Report indicating:
   (d) Utilization Certificate
   (e) Progress report as per landmarks
   (f) Photographs
   (g) 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, Part 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.
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 through 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,

1. For Ministry of Urban Development
   (Govt. of India)

   [Signature]

2. For Govt. of Gujarat
   [Signature]

3. For Sanand Nagar Palika
   [Signature]

WITNESSES:
1. Bhikhabhai R. Patel
   3, Mahalaxmi Soc., Nalsarovar Road, Sanand.

2. Lalbhai M. Gajjar
   12, Sarvoday Soc., Ahmedabad Highway, Sanand.