

**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 HARYANA**

**And**

**Municipal Council, Sonapat**

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 [mention  
the name of the State], through its Governor (hereinafter referred to as Party II)  
AND the ULB of [mentioned the name of Municipal Corporation or the parastatal  
agency] 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 SOLID WASTE MANAGEMENT and WATER SUPPLY., 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. 7563.20 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. 1361.64 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. 2067.18 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. \_\_\_\_\_ 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. 2067.18 lakh upon submission of a satisfactory Progress Report indicating :
  - a. Utilization Certificate
  - b. Progress as per Landmarks, Photographs
  - c. 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.
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 through mutual discussion.

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

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

2. Govt. of (Name of State)

3/12/11

3. Urban Local Body (Name)

(Dr. Mahavir Singh)

Spl. Secy. ULB, Govt. of Hry.

Amne Kumar  
E.O.  
m.c. Sampat

WITNESSES :

1.

2.