

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
Government of India**

and

**Urban Development Department,
Government of Karnataka**

and

**The Town Municipal Council of Hosakote, Bangalore Rural District,
Karnataka State**

This AGREEMENT is made on this 12th day of February 2014 between the **Government of India, through the Ministry of Urban Development** (herein after referred to as Party I) and the **Government of Karnataka** through its Governor (herein after referred to as Party II) and the **Town Municipal Council of Hosakote Town, Bangalore Rural District, Karnataka State** through its authorized representative (herein after 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 detailed project reports in respect of **Underground Drainage Scheme to Hosakote Town** 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. 2769.53 lakhs over a period of 3 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 instalment of Rs. 692.38 lakhs upon signing of the Memorandum of Agreement (MoA) and submission of the mentioned documents i.e. Annexure I, II, III, and IV.
2. That the Party I may release the second instalment of Rs. 692.38 lakhs upon submission of a satisfactory Progress Report indicating:
 - a). Existing location map, Inventory of current assets
 - b). Utilization Certificate, Progress as per landmarks
 - c). Photographs of progress
3. That the Party I may release the third instalment of Rs. 692.38 lakhs upon submission of a satisfactory Progress Report indicating:
 - a). Utilization Certificate
 - b). Progress as per landmarks
 - c). Photographs of progress
4. That the Party I may release the final instalment of Rs. 692.38 lakhs upon submission of a satisfactory Progress Report indicating:
 - a). Utilization Certificate
 - b). Progress as per landmarks
 - c). Photographs of progress
 - d). Location Map & inventory of assets on project completion

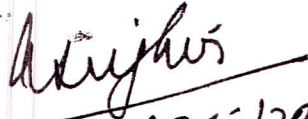
5. That the Party I or an institution nominated by it, may undertake a site visit to ascertain the progress of the ongoing projects and also the reforms agenda through designated representatives periodically;
6. That apart from the Progress Report, the Party III shall submit a Quarterly Report of the spending of the grant to Party I. In case Party III fails to submit such report further instalment 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 by mutual discussion.
10. That in case there is any delay in the implementation of the reforms agenda or submission of any periodic report 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 installments 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

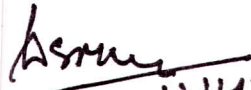
For:


12 Feb 2014

1. Ministry of Urban Development, Govt. of India

(Anurag Singh)
CBOD

2. Government of Karnataka

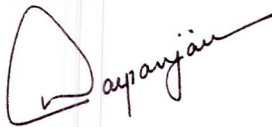

12/2/2014
D. Satish Kumar

3. Town Municipal Council, Hosakote, Bangalore Rural District, Karnataka State


12/2/2014

WITNESSES:

1.


Dayanjan

2.