



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

09AA 895832

Annexure

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, Government of India

and

The Government of West Bengal

and

West Bengal Housing Infrastructure Development Corporation Ltd.

THIS AGRRMENT is made on thisday
of2010.....between the Government of
India, through the Ministry of Urban Development (hereinafter referred to as
Party I) and the Government of West Bengal [mention the name of the State],
through its Governor (hereinafter referred to as Party II) AND the West
Bengal Housing Infrastructure Development Corporation Ltd. through its

Cont....2/-

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 for New Town Kolkata (Rajarhat Township)**

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 development of **New Town, Kolkata (Rajarhat Township) in West Bengal**, 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 thereon, 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.....over a periodyears, 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).....

(b).....

©.....

to be filled
as and when
projects are
sanctioned.

MoA

ABL ya

3. That the Party I may release the third instalment of Rs.....upon submission of a satisfactory Progress Report indicating :

(a).....

(b).....

(c).....

4. That the Party I may release the final instalment of Rs.....upon submission of a satisfactory Progress Report indicating :

(a)

(b)

(c)

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.

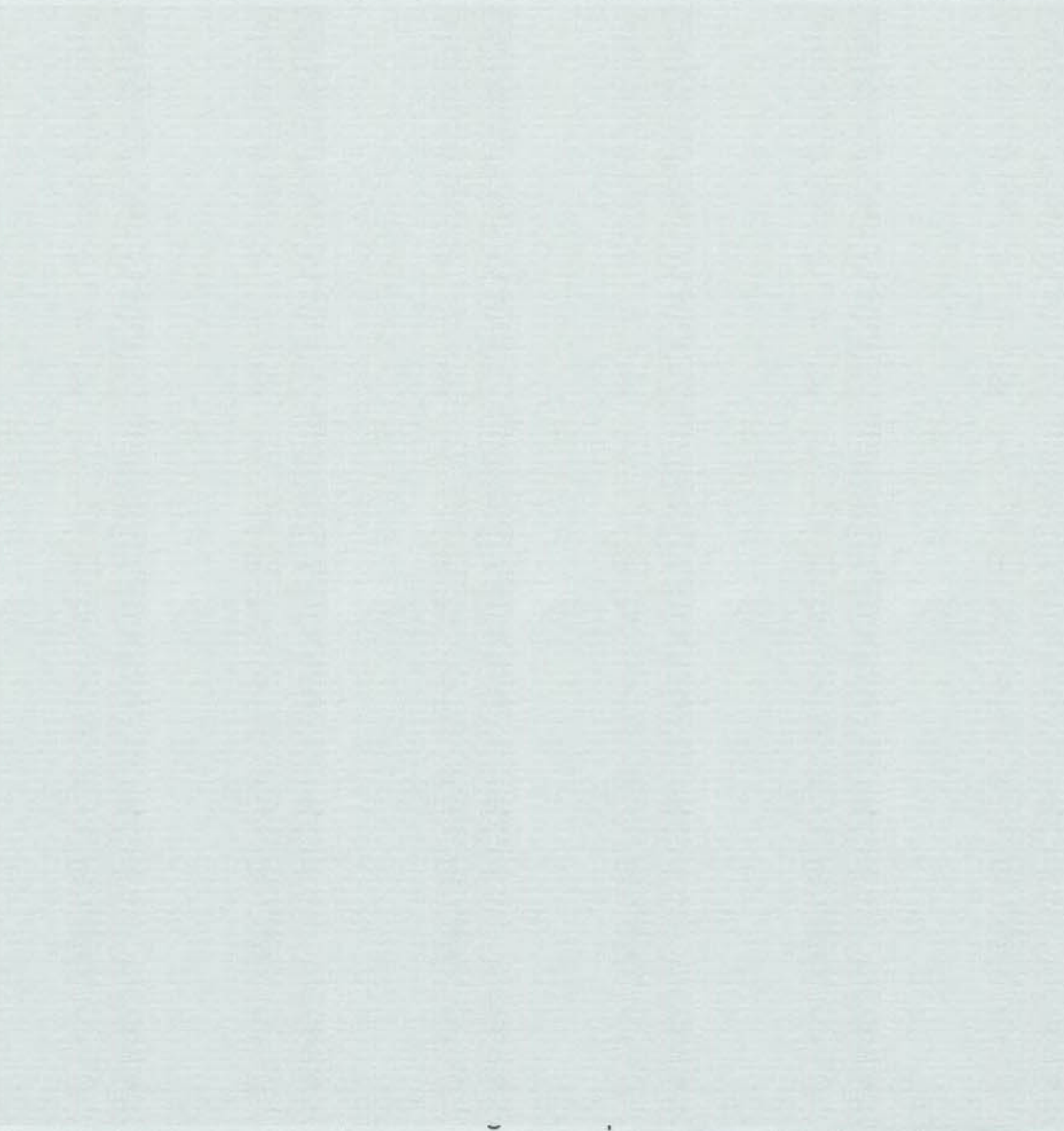
8. That Party II and Party III shall submit a complete report regarding the outcome of the Scheme on the completion of the projects;

MS

ABT

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.

Handwritten signature/initials in blue ink, located on the left margin of the page.

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 III or Party III.


However, in this regard decision taken by the Party I shall be final and

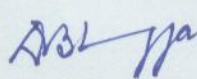
binding on the Party II and Party III through, before making such orders,

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


Ministry of Urban
Development, Govt. of
India


Department of Housing,
Govt. of West Bengal

DEBAJYOTI BHATTACHARYYA
O.S.D. & E.O. D. purty Secretary
Housing Deptt.
Govt. of West Bengal


West Bengal Housing
Infrastructure
Development
Corporation Ltd. (for
development of New
Town, Kolkata
(Rajarhat Township)

P. K. Biswas, WBCS (Exe.)
Joint Managing Director, WB HIDCO LTD.
&
Member-Secretary, New Town Kolkata Dev. Authority
eqv. of Joint Secretary, Govt. of West Bengal

WITNESSES:

1.

2. Soumendra K. Ganguly, Executive Engineer, PHE Deptt., Govt of W.B.



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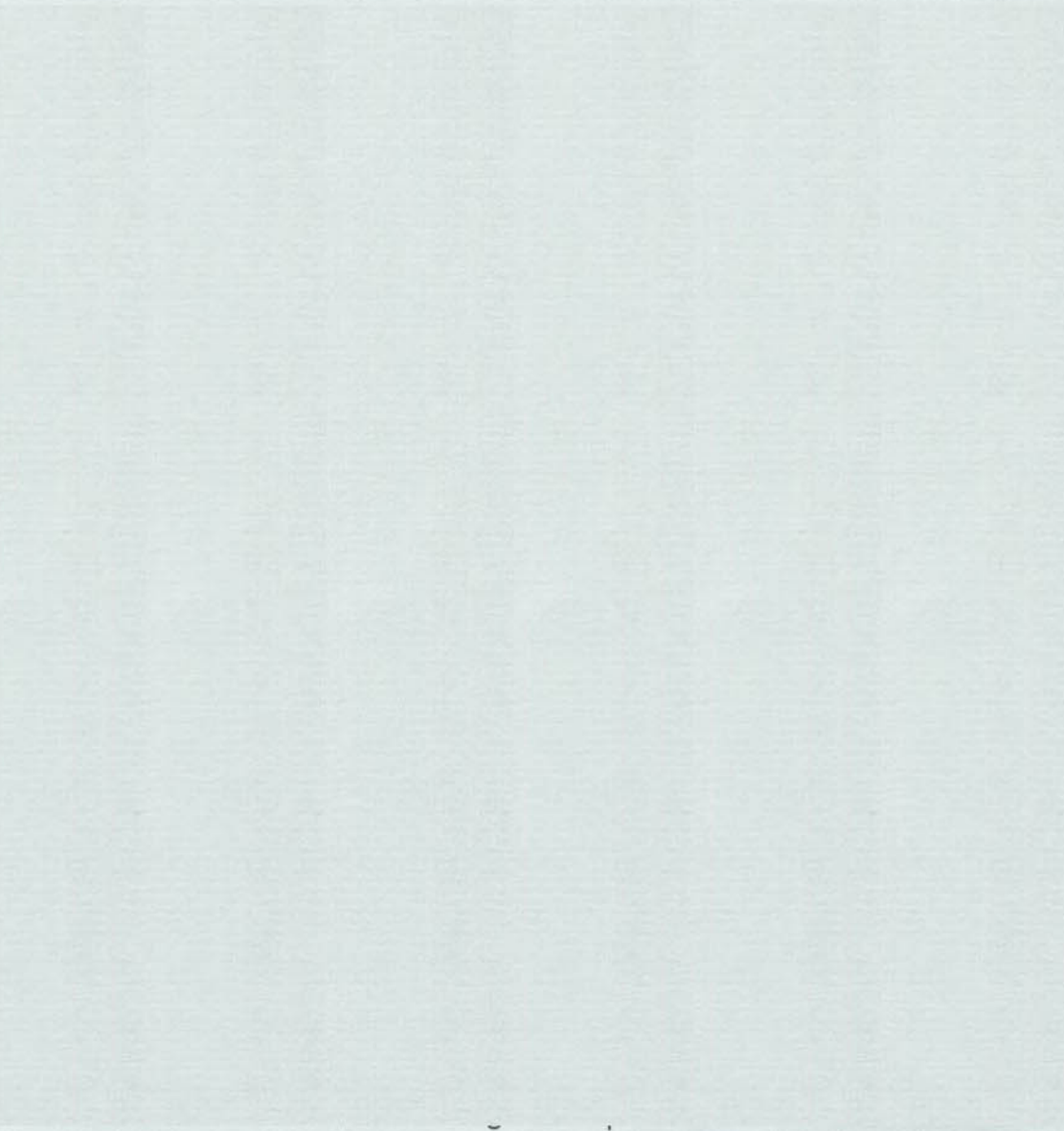
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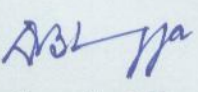
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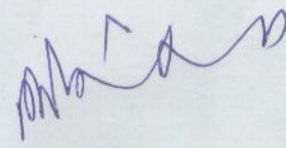
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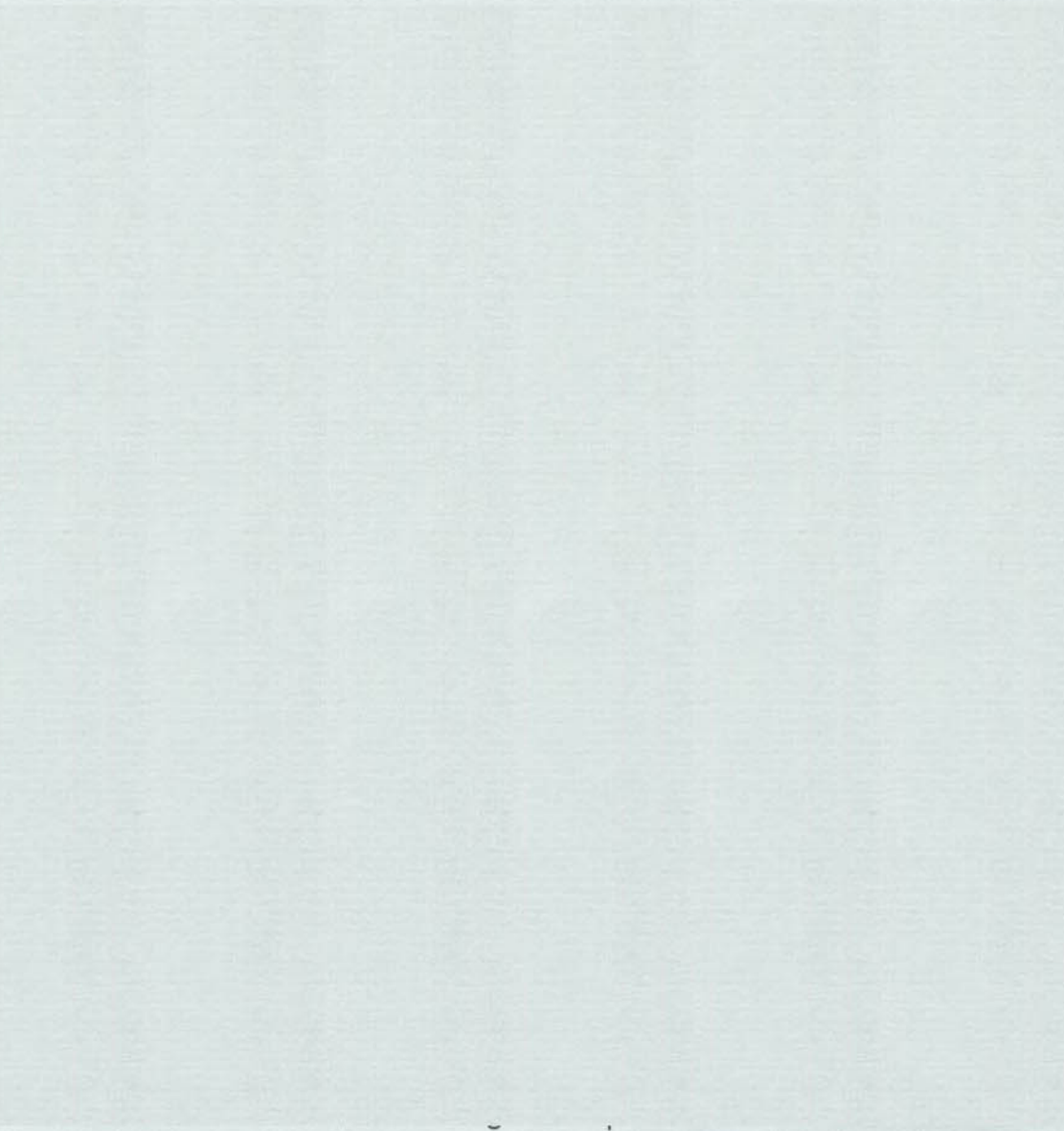
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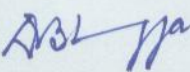
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