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**Scheme Of Urban Infrastructure Development In Satellite
Towns / Counter Magnets Of Million Plus Cities**

Memorandum of Agreement (MOA)

Between

**Government of India through
The Ministry of Urban Development**

And

**The State Government of Maharashtra
Through Department of Urban Development**

And

Vasai Virar City Municipal Corporation.

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THIS AGREEMENT is made on this . day of / /2008¹⁰
between the Government of India, through the Ministry of Urban Development
part I

AND

The State Government of Maharashtra through its Governor, of the Part II

AND

Vasai Virar Municipal Corporation through its authorized person, of the Part 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 Integrated Solid Waste Management Project, 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. 2838.12 lakh over a period of 2 years, in accordance with the terms and conditions specified in this agreement.

1. That the Party I shall release the first installment of Rs. 634.53 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. 634.53 lakh upon submission of a satisfactory Progress Report indicating:
 - a. Existing location Map, Inventory of assets
 - b. Utilization Certificate, progress per landmark
 - c. Photographs.

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3. That the Party I may release the third installment of Rs. 634.53 lakh upon submission of a satisfactory Progress Report indicating :

- a. Utilization Certificate
- b. Progress as per milestones
- c. Photograph

4. That the Party I may release the final installment of Rs. 634.53 lakh upon submission of a satisfactory Progress Report indicating :

- a. Utilization Certificate
- b. Progress as per landmark, 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.

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second person for arbitrator) shall act as arbitrator between the parties and the dispute shall be referred to such person and still in case this second person is not available for any reason to act as arbitrator between the parties, both parties shall name one person of their choice as arbitrator and decision of such arbitration shall be final and binding on the parties.

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 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 witness.

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SIGNATORIES:

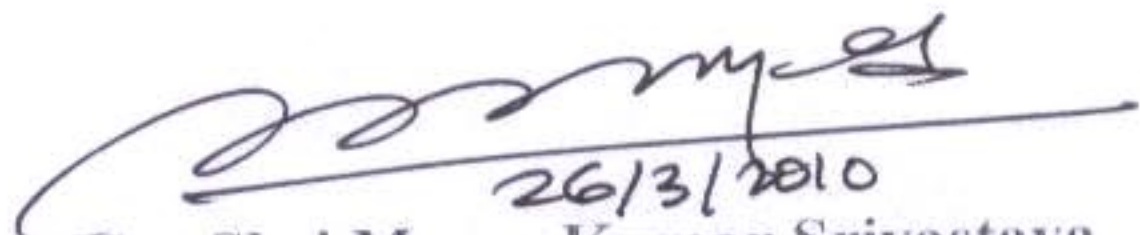
1. For Government of India through
the Ministry of Urban Development (Part I)

Shri A
(Joint Secretary, MoUD)



2. For Government of Maharashtra (Part II)

Shri Manu Kumar Srivastava
(Secretary - II)
Deptt. Of Urban Development
Govt. of Maharashtra



26/3/2010

3. For the Vasai Virar City Municipal
Corporation (N.M.M.C).(Part III)

Shri.Kishor H. Borge
Municipal Commissioner
V.V.C.M.C



WITNESS:

1. _____

2. _____