

Memorandum of Agreement (MoA)

between

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

and

**The State Government of Gujarat
through Department of Urban Development and
Urban Housing**

and

Surat Municipal Corporation

THIS AGREEMENT is made on this 24th day of March, 2006 between the Government of India, through the Ministry of Urban Development, of the Part I

AND

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

AND

Surat Municipal Corporation
through its authorized person, of the Part III

WHEREAS the Part III seeks financial assistance from the Part I under the Jawaharlal Nehru National Urban Renewal Mission (JNNURM);

WHEREAS the Part III, in pursuance of the requirements for assistance has developed a City Development Plan (CDP).

AND WHEREAS the Part II and Part III have undertaken to implement the reform agenda as per the guidelines of JNNURM and as per the timelines indicated in detail in Annexure- A, B and C, respectively;

AND WHEREAS the Part I has considered the documents mentioned in Annexure-A, B and C and found them consistent with the goals and objectives of JNNURM;

AND WHEREAS the Part I agrees to release the first installment of grant to Part III through State Level Nodal Agency (SLNA) under JNNURM, being 25% of the total central assistance admissible for the projects sanctioned under JNNURM by Central Sanctioning and Monitoring Committee (CSMC) during the financial year 2005-06 in accordance with the terms and conditions specified here-in-after in this agreement.

NOW THE PARTIES WITNESSED as follows:

1. That the Part I shall release the first installment of grant to Part III through State Level Nodal Agency(SLNA) under JNNURM, being 25% of the total central assistance admissible for the projects sanctioned under JNNURM by Central Sanctioning and Monitoring Committee (CSMC) during the financial year 2005-06 upon signing of this Memorandum of Agreement (MoA) and submission of the above mentioned documents which are annexed with the agreement as Annexure A, B and C;

2. Any further central assistance under JNNURM shall be considered only if the timelines indicated in detail in Annexure A, B and C to this MoA to implement the reform agenda as per the guidelines of JNNURM are adhered to and utilization certificates(UCs) for previous releases of grant under JNNURM are furnished by SLNA to Part III.

3. That the Part I or an agency nominated by it, may undertake site visits to ascertain the progress of the ongoing projects and also the reforms agenda through designated representatives periodically;

4. The Part III shall submit a Quarterly Report through SLNA of the spending of the grant, corresponding matching state and ULB/ Parastatal share to the Part I. In case Part III fails to submit such a report further installment of grant may be withheld until such submission;

5. Similarly, the Part II through SLNA shall submit a half-yearly report of the progress in respect of the implementation of the reform agenda as per the guidelines of JNNURM and as per the timeline indicated in detail in Annexure -A, B and C, respectively.

6. That Part II and Part III shall submit a complete report regarding the outcome of the JNNURM on the completion of the project;

7. 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.

8. That in case there is any delay in the implementation of the reforms agenda or submission of any periodic reports, etc. by the Part II and/or by the Part III, due to the circumstances beyond the control of Part II and/or Part 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 JNNURM shall be at the discretion of Part I.

9. That in case of any breach regarding the terms and conditions of the JNNURM, the Part I shall be entitled to withhold subsequent installments of the grant .

IN WITNESS HEREOF all the parties have put their hands on these presents of Memorandum of Agreement in the presence of witnesses.

SIGNATORIES:

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

2. For Government of Gujarat (Part-II)

3. For Surat Municipal Corporation (Part-III).

WITNESS:

1.

2.