

Memorandum of Agreement

Between

The Government of India through
The Ministry of Urban Development

And

The State Government of Karnataka
Through the Department of Urban Development

And

The Municipal Corporation of Bangalore

Under

Jawaharlal Nehru National Urban Renewal Mission

JNURM



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The Municipal Corporation of Bangalore

Under

Jawaharlal Nehru National Urban Renewal Mission

THIS AGREEMENT is made on this _____ day of 200____ between the Government of India, through the Ministry of Urban Development , of the Part I:

AND

The State Government of **Karnataka** through its Department of Urban Development of the Part II.

AND

The Municipal Corporation of **Bangalore** the **Bangalore Mahanagara Palike** represented by its Commissioner, 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 the 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 the Part III through the State Level Nodal Agency (SLNA) under JNNURM being 25% of total central assistance admissible for the projects sanctioned under JNNURM by Central

Sanctioning and Monitoring Committee (CSMC) during the financial year 2006-07 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 the Part III through the State Level Nodal Agency (SLNA) being 25% of the total central assistance admissible for the projects sanctioned under JNNURM by the Central Sanctioning and Monitoring Committee (CSMC) during the financial year 2006-07, 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 the 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 the JNNURM are adhered to and Utilization Certificate (UCs) for previous releases of grants under JNNURM are furnished by SLNA to Part III.
3. That the Part I or an agency nominated by it, may undertake a site visit to ascertain the progress of the ongoing projects and also the implementation of reforms agenda through designated representatives periodically.
4. That Part III shall submit a Quarterly Report through the SLNA of the spending of the grant, corresponding matching state and ULB/Parastatal share and implementation of reforms to 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 the SLNA shall submit a quarterly report of the progress in respect of the implementation of the reform agenda as per the guidelines of the JNNURM and as per the timelines indicated in detail in the Annexure-A, B and C respectively.
6. That the Part II and the Part III shall submit a complete report regarding the outcome of the JNNURM on the completion of each of the projects.
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 discussions.

- 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 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 the Part I.
- 9. That in case of any breach regarding the terms and conditions of 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. *Subject to Govt. of Karnataka agreeing to create 3rd tier, i.e. Area Sabha below Ward Committee in JNNURM Cities and furnishing of Government Resolution to that effect within six months.*

SIGNATORIES:

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

M. Rajamani
8/11/06
संयुक्त सचिव, भारत सरकार
Joint Secy. Govt. of India
शहरी विकास मंत्रालय
Urban Development
नई दिल्ली / New Delhi

2. For Government of Karnataka (Part - II)

Lakshmi Venkatachala
LAKSHMI VENKATACHALA
Principal Secretary to Government,
Urban Development Department

3. For the Municipal Corporation of Bangalore (Part - III)

Chand
COMMISSIONER
Bangalore Municipal Corporation

WITNESSES

1. *Jawaid Akhtar*
Jawaid Akhtar, IAS
Mg. Dir. KUIDFC, Bangalore.

2. *Mehar Singh*
811406

मेहर सिंह MEHAR SINGH
उप सचिव Secretary
शहरी विकास मंत्रालय
M/ Urban Development