

**Memorandum of Agreement (MoA)**

**Between**

**Government of India through**

**The Ministry of Urban Development**

**And**

**The State Government of Uttar Pradesh**

**Through Department of Urban Development**

**And**

**Varanasi Municipal Corporation**

THIS AGREEMENT is made on this 8<sup>th</sup> day of January, 2007 between the Government of India, through the Ministry of Urban Development, of Part-I

AND

The State Government of Uttar Pradesh through its Governor, of Part-II

AND

Varanasi Municipal Corporation of Part-III.

WHEREAS Part-II seeks financial assistance from Part-I under the Jawaharlal Nehru National Urban Renewal Mission (JNNURM) for Part-III,

WHEREAS Part-II and Part-III have agreed to abide by the Guidelines under JNNURM for the purpose of said assistance;

AND WHEREAS Part-II and Part-III will implement the reforms as per the guidelines of JNNURM and as per the timelines indicated in details in Annexure-A (State Level Mandatory Reforms), B (ULB Level Mandatory Reforms) and C (State/ULB Level Optional Reforms);

AND WHEREAS 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 Part-I agrees to release the first installment of admissible grants approved by Central Level Sanctioning Committee (CLSC) constituted under JNNURM during the financial year 2006-07 to Part-II 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-II, being 25% of the total central assistance admissible for the projects sanctioned under JNNURM by Central Level Sanctioning Committee (CLSC) 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. Further central assistance under Jawaharlal Nehru National Urban Renewal Mission (JNNURM) shall be released as far as possible in three instalments 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 Part-III to Part-I;

14/01/2007  
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उप. स. स. स.  
वाराणसी

Signature  
M. C.  
Varanasi

3. That the Part-I or any 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. 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 ULBs fail to submit such a report, further installment of grant may be withheld until such submission;
5. Part-III shall submit audited accounts in respect of each project funded under JNNURM within six months of close of financial year;
6. In the event of requirement of additional funds due to unforeseen circumstances or cost over-run, Part-II through Part-III will ensure that these projects are completed within stipulated period without raising any additional demand for funding to Part-I;
7. Part-II and Part-III shall institute mechanisms to ensure timely completion of Projects undertaken under JNNURM;
8. Part-II and Part-III 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;
9. That Part-II and Part-III shall submit a complete report regarding the outcome of the JNNURM on the completion of the project;
10. 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.
11. That in case there is any delay in the implementation of the reforms agenda or submission of any periodic reports, etc., by Part- II and/or by 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 Jawaharlal Nehru Urban Renewal Mission (JNNURM) shall be at the discretion of Part-I.
12. That in case of any breach regarding the terms and conditions of the JNNURM, Part-I shall be entitled to withhold subsequent installments of the grant.


*[Handwritten signature]*

*[Handwritten signature]*  
M.C.  
Vijaya

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 Uttar Pradesh (Principal Secretary, Department of Urban Development, Urban Employment & Poverty Alleviation) (Part-II)




3. For Varanasi Municipal Corporation (Municipal Commissioner) (Part-III)



M.C.  
Varanasi

**WITNESS:**

1. 

2.   
( M. P. NISHRA )