

MEMORANDUM OF UNDERSTANDING

This Agreement is made on _____ at _____ between

1. Delhi Parks & Gardens Society (DPGS) Department of Environment, Government of Delhi represented bybeing the Chief Executive Officer or Authorized signatory on behalf of DPGS hereinafter called the _____First Party
2. The Land Owning Agency represented by.....being the Director, (Horticulture) DDA/NDMC/MCD/PWD hereinafter called the _____Second Party
3. The Registered Residents Welfare Association/Residents Society/ Resident Social Welfare Association represented by..... Being by the President/Secretary of RWA or Residents Society hereinafter called the _____Third Party

Now this agreement for all the parties will be in the interest of creating green environment in Delhi as well as developing, greening and maintaining Parks and Gardens in National Capital territory Delhi which are under the governance of various agencies (Second Party) at present

That the Govt. of Delhi has set up Delhi Parks & Gardens Society (First Party) duly registered under Societies Registration Act. 1860 with registration on S/62922/2008 dated 01/08/2008 with the purpose of coordinating the management of Parks and Gardens National Capital Territory Delhi with Land Owning Agencies (Second Party) as well as RWA / Local Bodies (Third Party).

And whereas the 3rd Party will arrange the technical know how about meeting the Objectives of the Agreement and fulfil the target by augmenting the funds of its own with some functional help from the First Party and other funding sources and rest of its own.

Now Therefore This agreement amongst the Above Stated Parties Witnesses As Follows: -

1. That the 2nd Party will list out of the Parks / Gardens / other vacant spaces under its control for the purpose of management of greenery through DPGS.
2. That the 3rd will select a Parks / Gardens out of the issued list.
3. That the 3rd party will make a project proposal for development and management of selected park / Garden in the consultation with second on the guidelines issued by DPGS and will submit to the First Party. Project will include physical activities with financial outlays in the project including temporal site-specific action Plans for a period of one year but not exceeding more than two years.

4. DPGS will approve the submitted approval after careful examination in consulting with 2nd Party as well as funding agency and 3rd Party also.
5. That the First Party will list out the priority activities in the proposal in consulting with 2nd and 3rd parties and will help in making the plan of work technically sound.
6. That the first party will release the first instalment of 50% of the admissible amount to the 3rd party for the approved activities duly informing to the 2nd parties.
7. That the 3rd party will submit the report of the activities approved and carried out during the period assigned as well as Utilization Certificate on or before the due date as decided by the First Party with a copy to 2nd party. If some of funds of the 2nd party and/or any other funding agency like Bhagidari and/or MPLAD/MLSA funds etc are dovetailed in the aforesaid project then the report has to be countersigned by funding agency. The first party along with second party will get the work inspected.
8. That the First Party will release the 2nd instalment of 30% of the admissible amount after perusal of the report submitted by 3rd party and after work inspection report found satisfactory.
9. That the 3rd party will submit the project work completion report and Utilization Certificate to the 1st party with a copy to 2nd party. The First Party along with 2nd party will get the work verified. Upon satisfaction the first party will release rest of 20 percent admissible funds 3rd instalment to the 3rd party.
10. That the instalments for the same project by other funding agencies if any, will be released to the 3rd party as mentioned in Para 8, 10 and 11.
11. That the first and 2nd parties can inspect the works done any time during the project. First Party can make arrangements for external party inspections. DC concerned can also get the project works inspected.
12. That the 3rd party will get its accounts audited through authorised Chartered Accountant/Audit agency and submit the audited report to the First Party and the funding agency for getting the instalments released.
13. That if project duration, activities and/or financial outlays need to be extended/changed so desired by any of the parties, that can be done through mutual consent of all the parties.
14. That the first party and/or funding agency can get the audit done of 3rd party at any time.
15. All the assets created during the project will be the assets of second party and are to be managed sustainably by third party with the help of first and second parties.
16. That any other activity to be done in the park will be in accordance with the law of the land as well as agreed to all parties. 3rd party will adopt all the measures to keep the park/garden clean and green.

17. That the agreement can be terminated at any time with mutual consent of the parties.
18. That the 3rd party may arrange for any insurance for the park at its own cost if required.
19. That the 3rd party has to show the ability to engage supervisors, gardeners, horticulture experts, caretaker of parks etc. during the project period.
20. That the non-performing 3rd party shall not be eligible for 2nd and/or 3rd instalments when found non-performing.
21. That the Land owning agency will bear the water and electricity charges for park & garden maintenance.
22. That the Indemnity Bond shall be signed by the 3rd party against misuse of funds/default/cheating/theft of public funds/public property, which shall be liable for criminal proceedings.
23. That the existence of unforeseen matters/contingencies/situation in the normal working as well as addition/deletion in the rules/regulations in the association shall be resolved mutually by all the parties. Relaxation can also be granted by mutual consent if situations like floods, earthquakes or other natural calamities beyond control will occur during the project period.
24. That in case of any unresolved disputed or difference of opinion among parties regarding any condition, term of reference under agreement will be referred to the Delhi Parks & Gardens Society which shall appoint an arbitrator under the provision of the Arbitration & Conciliation Act, 1996 whose decision shall be final and binding on all the parties. Secretary, Environment & Forests Govt. of Delhi will be the first arbitrator.
25. That the entire dispute arising out of this agreement shall be the subject to jurisdiction of the courts of Delhi.

Witness Email Id	Party	Address	Phone No. &
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2.			
3.			
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