

STAMP PAPER

MEMORANDUM OF UNDERSTANDING (MOU) WITH COMMUNITY BASED ORGANISATION UNDER SLUM SANITATION PROGRAMME (MCBM)

MEMORANDUM OF UNDERSTANDING (MOU) made on this _____ day of _____, _____ between, Shri. _____ Deputy Municipal Commissioner (Engineering) for the Municipal Corporation of Brihan Mumbai (M.C.B.M.) are hereinafter referred to as the "Deputy Municipal Commissioner (Engineering)" (in which expression shall include his successor or successors and assigns for the time being holding the said office of the Deputy Municipal Commissioner (Engineering) of the ONE PART (hereinafter collectively referred to as the party of the First Part) and _____ an institution registered under Societies Registration Act, 1860 under No. _____ /dtd. _____ and under Public Trust Act, 1950 under No. Trust Certificate - dtd. _____ Maharashtra having their office at _____ hereinafter referred to as "Community Based Organisation (CBO)" (in which expression shall, include its successor or successors and assigns) on the OTHER PART (hereinafter referred to as the party of the Second Part).

WHEREAS, concerned legitimate authority is absolutely owner of land and M.C.G.M. possessed the toilet block at _____ excluding land

surrounding on which it is constructed under Slum Sanitation Programme, more particularly described in the schedule written.

AND WHEREAS CBO is a registered society/group of people dedicated to Health and Welfare Service and an institution recognized by the State Government.

AND WHEREAS the said CBO has offered for operation and maintenance of P.S.C./Urinals, Bathrooms, etc. constructed under the Slum Sanitation Programme at the above address for the use of slum dwellers residing at

AND WHEREAS the CBO has agreed that the permission to maintain the P.S.C./Urinals, Bathroom is issued to them subject to the Corporation's right to revoke the same at any time in case of any breach of the terms and conditions.

AND WHEREAS it is now necessary to record the terms and conditions in writing, on which the permission is granted by the M.C.B.M. to the C.B.O.

NOW IT IS HEREBY AGREED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

1. Deputy Municipal Commissioner (Engg) hereby grants the permission to the CBO to maintain the P.S.C. block constructed under Slum Sanitation Programme situated at. _
It is hereby agreed that this permission for maintaining the said P.S.C., Urinals, Bathrooms etc. is granted by M.C.B.M. to the CBO shall not create any right or interest in favour of CBO over the P.S.C./Urinal, Bathroom.
2. It is hereby agreed that this permission for maintaining the said P.S.C. Urinals, interest in favor of CBO over the P.S.C / Urinal, Bathroom.
3. Any variation or change in the structure as shown in the as built drawing will be considered as unauthorised construction and the M.C.B.M. shall be at liberty to demolish the same without giving any notice and recover the cost of the demolition from the CBO.
4. The possession of the land along with P.S.C. blocks shall vest with the M.C.B.M. The CBO shall be permitted uninterrupted use of the P.S.C. blocks on the land and shall maintain them.
5. The CBO is allowed to introduce a monthly family pass system or recover such prescribed amounts in future as may be required to defray expenses for operation and maintenance, however, urinal facility shall be provided free of cost. If the site is misused and the operation and maintenance is not done satisfactorily, the Corporation can revoke the permission forthwith and remove the attendance caretaker from the site.
6. The CBO shall maintain the overhead R.C.C. /H.D.P.F. water storage tank provided above the said P.S.C. blocks at their own cost.

7. Water charges and electricity charges will be borne by the CBO during maintenance period. If any misuse of electricity or water is found on inspection by M.C.B.M. the permission will be revoked.
8. The CBO shall furnish the names of the persons who are appointed as Attendant/ Caretaker for the said P.S.C. blocks and their names will be registered with the M.C.B.M. The said attendant / caretaker of the CBO shall not allow any other person to occupy the said P.S.C. block.
9. The CBO shall maintain books of accounts, which should be updated and audited from the Charity Commissioner's office and audited copy of yearly expenditure statement should be furnished to the M.C.B.M.
10. The CBO shall give all facilities and co-operation to the employees of the M.C.B.M. in case of major structural repairs/ maintenance of the drainage and/or other utility services described in Annexure-'A'.
11. The CBO shall allow the use of the said P.S.C. throughout the day and night every day including Sunday and holidays, by the public irrespective of their caste, creed, religion, colour, grade and language.
12. The CBO shall maintain the P.S.C. and the immediate vicinity in a clean condition at their own cost by engaging their own person to the satisfaction of the Deputy Municipal Commissioner (Engineering) or any officer authorized by him.
13. The CBO shall use effective disinfectants and deodorants for cleansing of the said P.S.C./Urinals for which no cost will be borne by M.C.B.M.
14. The CBO shall immediately attend to the replacement of defective and damaged wiring and other electrical fittings, replacement of worn-out water pipes, drainage pipes and any other fitting and maintain clean conditions.
15. The CBO shall make their own arrangement to remove any drain choke etc. in the P.S.C. to keep the sewage disposal system functioning properly.
16. The CBO shall carry out repairs/ replacement to doors, windows, broken tiles/ plaster, R.C.C. jallies, wiremesh, ground channels, soil pans, urinal fixtures traps, flushing cisterns collapsible doors, etc. at their own cost during the maintenance period.
17. The CBO shall make their own arrangement for security of the said P.S.C. block.
18. The CBO shall attend to the suggestions received from the staff of M.C.B.M.
19. The CBO shall not construct any additional structure in and around the P.S.C. block.
20. The CBO shall not use the said P.S.C. for any other purpose.
21. The CBO shall not assign, transfer or sublet the permission to any other agency.
22. The CBO shall be responsible and shall indemnify the M.C.B.M. from any harm or injury caused to life or property due to any cause. The M.C.B.M. shall not be

responsible for any damage, loss or injury caused to the property or person of the CBO or their servants or to public using facility from any cause whatsoever during maintenance period.

23. The CBO shall be responsible for any claim, damage, suit, and litigation, demands that may arise during the maintenance period and shall indemnify M.C.B.M. towards such claims.
24. In the event of the CBO committing any breach of the terms and conditions, the Deputy Municipal Commissioner (Engineering) shall be entitled to terminate the agreement and on such termination, the attendant/ caretaker found on the premises would be removed from the said premises.
25. In all cases of disputes, the Municipal Commissioner's decision shall be final and legally binding upon the CBO.
26. In case if the site is required for M.C.G.M.'s use or for any public purpose the CBO shall forthwith vacate the same, the Deputy Municipal Commissioner (Engineering) / M.C.B.M. shall be at liberty to terminate the permission. The CBO shall not be entitled to claim any damage or loss in fees etc. due to termination of the permission.
27. The CBO shall be responsible for the observance of all the rules and regulations laid down or as may be laid down hereafter from time to time by the Deputy Municipal Commissioner (Engineering) in this behalf.
28. The CBO may put up or allow any person or persons to put up hoarding on relevant social message in the P.S.C. premises.

In witness whereof the Deputy Municipal Commissioner (Engineering) CBO have hereunto set their respective hands and seals on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY

THE within named, Shri _____

Deputy Municipal Commissioner (Engineering)

for Slum Sanitation Programme of Municipal Corporation
of Brihan Mumbai, in the presence of

1. Shri. Anand D. Jagtap (Officer in Special Duty)
2. Shri/ Smt. _____

The Common Seal of the
was hereunto affixed
pursuant to the Resolution of the
Managing Committee

Dated

- | | |
|--------------------------|---|
| 1. Shri._Vishwnath Pawar | President of the CBO_____ |
| 2. Shri. Prashant Gavade | Secretary of the CBO_____ |
| AND | |
| 3. Shri. Vilas Vare | Treasurer, Member of the
Managing Committee_____ |

Hereunto affixed their signature in token thereof witness to the MOU.

ANNEX

**SCOPE FOR MINOR AND MAJOR REPAIR DESCRIBED IN MOU TO BE
SIGNED BETWEEN M.C.B.M. AND C.B.O.**

C.B.O.	M.C.B.M.
1. Maintain the overhead RCC/HDPF water storage tank.	1. Major structural repairs: Structural repairs include.
	i) Collapse of External Wall.
	ii) Or Collapse of Roof Slab due to corrosion etc.

	iii) Repair to sewer lines, maintenance of manholes de-silting of sewers etc. which are located outside the boundary of the settlement.
2. Water charges and electricity charges will be borne by CBO	Fees for initial electricity and water connection will be borne by MCGM
3. CBO will co-operate to MCBM for any major structural repairs/ maintenance of the drainage and utility services.	-
4. CBO shall use effective disinfectant and deodorants for cleaning of PSC/ Urinals.	-
5. CBO shall make replacement of defective and damaged wiring and electrical fittings, replacement of worn out pipes, drainage pipes or other fittings to maintain clean condition.	-
6. CBO shall remove drain choke to PSC & sewage disposal system.	-
7. CBO shall carry out repairs/ replacement of doors, windows/ broken tiles, plaster R.C. jallies, wiremesh, ground channels soil, urinal fixtures, traps, flushing cisterns, collapsible door, etc.	-