

The working arrangement shall be applicable from the date of execution of memorandum of understanding subject to the following terms and conditions for area:-

1. The Registered Residents Welfare Association/Registered Neighborhood Society/ of that sector, prominently comprising the residents of surrounding of the park/open space being allotted for maintenance purpose, shall only be allowed to take the maintenance work.
2. No request/demand of only one or two surrounding residents, for giving the maintenance of park/green spaces/open areas, will be entertained.
3. For maintenance purpose Rs.2.48 per sqm per month which includes labour component and cost of Farm Yard Manure, Pesticides/insecticides, proper upkeep of the play equipments within the park and other T&P Articles etc. will be paid to the maintaining agency.
4. Grant to the Maintaining Agency Municipal Corporation, Chandigarh will be released by 7th of every Succeeding Month on the certification by the concerned J.E.(H)/S.D.E. (Hort.) of Municipal Corporation, Chandigarh or any other officer empowered by the Chief Engineer, Municipal Corporation, Chandigarh on his behalf.
5. That the Registered Society/Welfare Association shall maintain the said parks/green spaces/open areas for the satisfaction of Executive Engineer, (Horticulture) M.C. or any other officer empowered by Chief Engineer, Municipal Corporation, Chandigarh on his behalf as per the terms and conditions laid herein under:
6. The Registered Society/ Welfare Association shall not utilize or permit the said park belonging to Municipal Corporation, Chandigarh for any other purpose whatsoever except to maintain it as a green. The registered Society shall whatsoever that no encroachment is made in this park.
7. That the ownership control, possession and supervision of the said parking/green spaces/open areas shall remain with the Municipal Corporation, Chandigarh and the Registered Society will only have the right to display its name on a small board of size not more than 3'x3'x7' as approved by the Chief Engineer, Municipal Corporation, Chandigarh or any other officer empowered by him on his behalf and the number of such boards shall not be more than four i.e. one on each entry of the park, the decision of the Chief Engineer, Municipal Corporation, Chandigarh or any other officer empowered by him on his behalf shall be final. The inscription of the board shall be approved by the Chief Engineer, Municipal Corporation, Chandigarh or any other officer empowered by him on his behalf.
8. The Registered Society/ Welfare Association shall not have any right, title or interest in the greeneries of said Municipal Corporation, Chandigarh parks/green spaces/open area nor shall it be deemed to have possession or be considered as being conferred with any right, title or interest in respect of said parks/green spaces/open area except the permission to maintain the said park for a specified period.
9. That the Registered Society/ Welfare Association shall prominently display that the said parks/green spaces/open area is a Municipal Corporation, Chandigarh parks/green spaces/open areas. The fact that the Registered Society/Welfare Association are only been permitted to maintain the parks.
10. That the Registered Society/ Welfare Association shall be paid @ Rs.2.48 per square meter per month to cover entire cost and expenses on the maintenance of the said MCC parks.
11. The Registered Society/ Welfare Association be solely responsible for up keeping said MCC parks/green spaces/open areas in neat and healthy condition to the satisfaction of Commissioner Municipal Corporation, Chandigarh or any other officer empowered by him on his behalf and association should not permit park holding marriage and functions etc. For holding of marriages or other religious functions approval of the MCC will be obtained.

- 12 That the said MCC parks/green spaces/open areas shall be open to the general public without any restrain/entry fee or prohibition whatsoever. The Registered Society /Welfare Association shall use the land of the MCC parks/green spaces/open areas only for maintenance of the parks/green spaces/open areas and shall not transfer the maintenance of the parks/green parks/open area to any other person, society, company, department, organization etc. and the association shall not enter into sub-agreement for maintenance etc. with others.
- 13 That the Registered Society/Welfare Association shall enter into an agreement for maintenance of the said MCC parks/ green spaces/open areas with MCC.
- 14 That in the event of termination of Agreement prior to agreed period or any expiry of period of the agreement for maintenance to the said MCC parks/green spaces/open areas, all assets (movable and immovable) shall vest with Municipal Corporation, Chandigarh.
- 15 That the Registered Society/ Welfare Association shall not remove or cut any plant, tree etc. including any other items from the said MCC parks/green spaces/open area.
- 16 That the Registered Society/ Welfare Association shall not erect, construct or put any sort of structure, movable or immovable, temporary or permanent or semi-permanent without any written consent of Chief Engineer, Municipal Corporation, Chandigarh or any other officer empowered by him on his behalf for the purpose of maintenance of the said MCC parks/green spaces/open area.
- 17 That in case the Registered Society/ Welfare Association want to install any pipeline, etc. for maintenance purpose of parks/green spaces/open areas the Registered Society/Welfare Association shall not do so without the written permission of the Chief Engineer, Municipal Corporation, Chandigarh or any other officer empowered by him on his behalf and expenses thereof shall be borne by the Registered Society/Welfare Association itself and the Registered Society/Welfare Association shall not claim any money, compensation or loss for the same at the time of expiry of the agreement as referred to in Para -ix here-in-above and the same shall become the property of Municipal Corporation, Chandigarh.
- 18 That in case of any breach or violation of any terms and condition of this agreement for maintenance of the said parks/green spaces/open areas, the agreement shall stand terminated and the decision of the Commissioner, Municipal Corporation, Chandigarh or any other officer empowered by him on his behalf shall be final. However, before the initiation of termination proceedings the Registered Society/Welfare Association would be given a 15 days show cause notice to explain the position.
- 19 That the Registered Society/Welfare Association shall not be entitled to allow any other person to develop the parks/green spaces/open areas or any part therefore. Even in the event of winding of the Registered Society/Welfare Association or Registered Society/Welfare Association becoming insolvent or dissolved, the Agreement for maintenance of parks/green spaces/open areas shall stand terminated automatically and transferees or assignees etc. of the Registered Society/Welfare Association shall not be entitled to continue with the maintenance of the said MCC parks/green spaces/open areas and shall not claim any right, title or interest in the said parks/green spaces/open areas.
- 20 The Municipal Corporation, Chandigarh reserves the right to increase or decrease the time limit for the maintenance and may also cancel the permissions anytime if it is needed, and if it happens the Municipal Corporation Chandigarh will take over the MCC parks/green spaces/open areas immediately.

- 21 That all dispute and difference arising out of any way touching or concerning the agreement, regarding maintenance of MCC parks/green spaces/open areas otherwise herein before provided for shall be referred to sole arbitration to Commissioner, Municipal Corporation, Chandigarh or his nominee. There will be no objection to any such appointment, that the arbitrator appointed is a government servant or that had to deal with the matter of which this indenture refers and that during the course of his duties as such Govt. servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.
- 22 The Registered Society/Welfare Association shall also abide by all the instructions and orders issued by Chief Engineer, Municipal Corporation, Chandigarh or any other officer empowered by him to it from time to time.
- 23 That the Registered Society/Welfare Association shall not use the flowers or any other fruit, plants etc. for sale for any commercial use and responsibility of agency is to keep the parks/green spaces/open areas green and free from all encroachments/ misuse etc.
- 24 The park/open spaces will be allotted to the Registered Residents Welfare Association on "AS IT IS AND WHERE IT IS" basis.
- 25 That the Municipal Corporation, Chandigarh shall have no liability (Civil or criminal) in respect of any claim of any third person against the Registered Society/Welfare Association in connection with the maintenance of the said MCC parks/green spaces/open areas.
- 26 That the Municipal Corporation, Chandigarh shall have the right to post its supervisors in the said MCC parks/green spaces/open areas at their discretion and its officers or Authorized representatives shall have access to it at all hours to the said MCC parks/green spaces/open areas or any part thereof and the Registered Society/Welfare Association shall have no objection whatsoever for the same.
- 27 The registered Society/welfare association will be responsible for planting best quality winter and summer annuals saplings in time.
- 28 Junior Engineer, (Horticulture) concerned of the area will be Ex-officio member of the Resident Welfare Association.
- 29 In case of any dispute arises with Municipal Corporation, Chandigarh the jurisdiction is of the Civil Court at Chandigarh.
- 30 The Registered Society/Welfare Association shall ensure that park/open space may not be used for parking purpose to avoid exhaust pollution in the MCC parks/green spaces/open areas.

**Signature of authorized member
of Welfare Association/Society (Regd.)**
Address _____

**Signature of Executive Engineer
Horticulture Division, M.C.**
For & behalf of M.C.Chandigarh.

Witness No.1 _____

Witness No.2 _____