

AGREEMENT

This Agreement is made and entered at Panchkula on _____, _____, _____ between the Municipal Corporation, Panchkula having its office at Bays No. 15-16, Sector 14, Panchkula, represented by the Executive Officer, Municipal Corporation (hereinafter called as the “**First Party**”), which expression, unless repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns on the First Part,

AND

Park Maintenance Society No., Sector _____, City/Town/Village _____, represented by its President/ Secretary on second part (hereinafter called as the “**Second Party**”) which expression, unless repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns on the Second Part.

WHEREAS

The First Party is the owner of Park measuring area.....sq. mt. situated near Building(s)/ House(s) No....., Sector....., City/ Town/ Village.....and has decided to allow the Park Maintenance Society consisting of the nearby residents/owners to maintain the above-referred park on its behalf;

And whereas, the Second Party is ready to maintain the park on behalf of the First Party.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, BOTH THE PARTIES INTENDING TO BE LEGALLY BOUND HEREBY AGREE ON THE TERMS AND CONDITIONS AS FOLLOWS:

TERMS AND CONDITIONS

1. The ownership of the said park will remain with the First Party in future also. The First Party will reimburse to the Second Party the expenditure incurred by the Second Party on the maintenance of the said park on monthly basis
2. That the agreement is initially valid for a term of one year i.e. _____.____.____ to _____.____.____. However, the same may be extended year to year basis on mutually agreed terms and conditions. That any party to the agreement can break the agreement by giving one month’s advance notice.
3. That the Second Party may collect Rs. 10 per month per unit from the occupants of the adjoining building(s)/ house(s) of park to ensure their participation also.
4. That the Gardener/ Labourer will be arranged by the Second Party and in any case, it will not be the responsibility/ liability of the First Party. The character and antecedents of the so arranged gardener/ labourer will be the responsibility of the Second Party.
5. That the Second Party will provide the name, address and contact number and timings of work of so arranged gardener/ laborer to the First Party as and when required.
6. That the Second Party will maintain the record including bank passbook and liable to produce before the audit party/ representative of the First Party, as and when required.
7. That the Second Party will install a board on the main entry point of the park containing the relevant details i.e. Park number along with name and contact number of the President/ Secretary of the Park Maintenance Society etc.
8. That the Boundary Wall, Grills/railings, Gates, Lights, Benches, Fountains, Play-stations, Swings and Footpaths/Pavements etc. inside the parks will be provided by the First Party. The painting/ coloring, wherever required, will also be done by the First Party but it will be mandatory to carry out painting of boundary walls with cement based terracotta (snowcem) and the grills with bus green enamel paint.
9. That the permanent fixtures provided by the First Party will be maintained and kept intact by the Second Party. If any minor damages are done/ found, the Second Party will be responsible for getting the same repaired/ rectified from its resources/ funds.

10. That no alterations or construction will be done in the park without permission of the First Party. If found, the same will be demolished without any prior notice.
11. That expenditure on purchase of Plants/ seeds and instruments will be made by the Second Party from the amount so collected from the nearby houses/ buildings and grant given by the First Party.
12. That no social / religious / commercial or personal activity will be allowed/ held in the park by the Second Party without permission/approval of the competent authority of the First Party.
13. That the Second Party will not name the park. If needed, the First Party will do so. However, slogans related to cleanliness, environment and social awareness etc. can painted with prior approval of the competent authority of the First Party.
14. That the Second Party will be responsible for keeping the dustbin provided by the first party and the nearby area in a spick and span condition.
15. That the any officer/official of the First Party will be authorised to visit and inspect the park to see the maintenance and check that the permanent fixtures are intact. A committee of the officers of First Party comprising of Executive Engineer, Executive Officer/ Zonal Taxation officer, concerned Municipal Engineer and Junior Engineer will inspect the park after six months of signing of the agreement and submit a report.
16. That the First Party will reimburse the expenditure after full satisfaction as reported by its engineering branch @ fixed by the First Party from time to time or the amount claimed by the Second Party minus collection from the nearby houses, whichever is less. If the bills submitted by the Second Party are not verified by the concerned Councillor/JE/ME of the First Party, the payment will not be made and meeting of General Body of the Second Party will be called to take necessary action.
17. If at any stage it is found that the second party has claimed or produced any false bill for their monthly claim, first party will be free to proceed against the second party and full recovery will be made from the second party.
18. That if any dispute arises pertaining to the above terms and conditions, Commissioner, Municipal Corporation will be competent to resolve the issue after hearing both the Parties, and fully empowered to stop the payment after giving 15 days' notice. Also, in public interest the maintenance of the park can be handed over to another Park Maintenance Society. The decision of the Commissioner will be final and binding on the Second Party and will not be challengeable in any court of law or tribunal.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES PLACED THEIR RESPECTIVE HANDS AND SEALS HERETO ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED:

For and on behalf of First Party

For and on behalf of Second Party

.....

(Signature with Name & Designation)

(Signature with Name & Designation)

Witness1

Witness2