

Optional Reforms

Sl No.	Reform	Year 1 (13-14)	Year 2 (14-15)	Year 3 (15-16)	Year 4 (16-17)
1.	Formulation of State Policy for Affordable Housing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Amendments of Master Plans to provide for inclusive growth through inclusionary zoning and other measures for inclusive development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Simplification of the processes and procedures of sanctioning buildings and building byelaws concerning development and housing projects to provide single window based quick approvals in order to reduce transaction costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Amendments in the Rent Control Act balancing the interest of landlords and tenants.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>





RAJIV AWAS YOJANA (RAY)

Memorandum of Agreement (MoA)

Between

The Government of (Name of the State / Union Territory)

through

**Department of Urban Housing / Urban Development
(concerned department)**

and

The Urban Local Body (Name of ULB)

Dated:





Memorandum of Agreement (MoA)

THIS AGREEMENT is made on this _____ day of _____ (month), 201__ (year) between the Government of (Name of the State / Union Territory) through Department of Urban Housing / Urban Development (concerned department), hereafter referred to as First Party;

AND

The Urban Local Body _____ (Name of the ULB) through its Commissioner/ Chairperson, hereafter referred to as Second Party;

WHEREAS, the Second Party shall participate with the First Party, for carrying out its responsibilities under the Rajiv Awas Yojana (RAY) of the Ministry of Housing and Urban Poverty Alleviation, Government of India;

AND WHEREAS the First Party and the Second Party have agreed to abide by the 'Scheme Guidelines', 'Reform Guidelines' and other 'Operational Guidelines' of the RAY, issued by the Ministry of Housing and Urban Poverty Alleviation, Government of India;

AND WHEREAS the Second Party has agreed to implement the mandatory reforms as prescribed in the 'Reform Guidelines' of the RAY, issued by the Ministry of Housing and Urban Poverty Alleviation, Government of India, with timelines, as indicated in detail at Annexure 'A';

AND WHEREAS the First Party shall release the Central financial support received from Ministry of Housing and Urban Poverty Alleviation, Government of India, and its share of financial support as per the 'Scheme Guidelines' under the head 'Funding Pattern', issued by the Ministry of Housing and Urban Poverty Alleviation, Government of India, upon signing of this Memorandum of Agreement (MoA) and submission of the above mentioned documents which are annexed with the agreement as Annexure 'A' and Annexure 'B', and in accordance with the terms and conditions specified hereinafter in this agreement.



NOW THE PARTIES WITNESSED as follows:

1. That the Second Party shall abide by its share of financial support as per the 'Scheme Guidelines' in the proportion as specified under the head 'Funding Pattern' of the RAY issued by the Ministry of Housing and Urban Poverty Alleviation, Government of India.
2. That the First Party and the Second Party shall bear any escalation to the project cost, as mutually agreed, due to any delays in execution or otherwise. The First Party and the Second Party shall not claim any cost escalation from the Ministry of Housing and Urban Poverty Alleviation.
3. That the Second Party shall endeavour to implement the optional reforms as prescribed in the 'Reform Guidelines' of the RAY, issued by the Ministry of Housing and Urban Poverty Alleviation, Government of India under the RAY, as indicated in detail at Annexure 'B'.
4. That the Second Party shall set-up the 'Administrative and Implementation Structure' as specified in the 'Scheme Guidelines' of the RAY issued by the Ministry of Housing and Urban Poverty Alleviation, Government of India.
5. That the Second Party shall comply with 'Monitoring and Evaluation' mechanisms and procedures as specified in the 'Scheme Guidelines' of the RAY issued by the Ministry of Housing and Urban Poverty Alleviation, Government of India, including carrying out of 'Social Audit' and 'Third Party Inspection and Monitoring'.
6. That the Second Party, while implementing the RAY, shall adhere to the transparent procurement mechanisms as mandated by the First Party or the Second Party, as the case may be.
7. 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.
8. That in case there is any delay in the implementation of the reforms agenda or submission of any periodic reports etc. by the Second Party, due to the circumstances beyond the control of Second Party i.e. *Force Majeure*, or any other person, the decision on the matter of extension of time for the implementation of the goals and objectives of the RAY shall be at the discretion of the Ministry of Housing and Urban Poverty Alleviation,



Government of India.

9. That in case of any breach regarding the terms and conditions of the RAY, the Ministry of Housing and Urban Poverty Alleviation, Government of India shall be entitled to withhold subsequent instalments of the central assistance.

IN WITNESS THEREOF, all the parties have signed on these presents of Memorandum of Agreement in the presence of witnesses.

SIGNATORIES:

3. For Government of (Name of State/UT) (First Party)
4. For Urban Local Body of (Name of ULB) (Second Party)

WITNESSES:

1. _____

2. _____

**Mandatory Reforms**

Sl No.	Reform (Either through Executive Order/ Notification/Legislation)	Year 1 (13-14)	Year 2 (14-15)	Year 3 (15-16)	Year 4 (16-17)
1.	Commitment and willingness to assign mortgage-able and renewable long-term (15 years) inheritable lease rights to slum dwellers who have been a resident of the slum for more than 5 years.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Reservation of 15% of residential FAR/FSI or 35% of dwelling units for EWS/LIG categories whichever is higher, with a system of cross-subsidisation in all future housing projects in accordance with guidelines to be prescribed by the first party.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	A non-lapsable earmarking of 25% of the budget of the Municipality to provide basic services to the urban poor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Creating and establishing a municipal cadre for social/community development and urban poverty alleviation during the plan period.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Optional Reforms

Sl No.	Reform	Year 1 (13-14)	Year 2 (14-15)	Year 3 (15-16)	Year 4 (16-17)
1.	Amendments of Master Plans to provide for inclusive growth through inclusionary zoning and other measures for inclusive development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Simplification of the processes and procedures of sanctioning building and building byelaws concerning development and housing projects to provide single window based quick approvals in order to reduce transactions costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Annexure III

(Ref para 16.1.1)

Composition of National Steering Committee (NSC)

1.	Minister for Housing and Urban Poverty Alleviation	Chairperson
2.	Secretary, Planning Commission	Member
3.	Secretary (Expenditure)	Member
4.	Secretary (Urban Development)	Member
5.	Secretary (Law & Justice)	Member
6.	Deputy Governor, RBI	Member
7.	Chairman, National Housing Bank	Member
8.	One Chairman, State Level Bankers Committee	Member by Rotation
9.	Two members representing civil society/social Organisation nominated by Ministry of Housing & Urban Poverty Alleviation	Member
10.	Secretary (HUPA)	Member-Secretary



Annexure IV

(Ref para 16.1.2)

Central Sanctioning & Monitoring Committee for RAY: Composition

1.	Secretary, Ministry of Housing and Urban Poverty Alleviation	Chairperson
2.	Secretary (UD), Ministry of Urban Development	Member
3.	Secretary, Ministry of Finance (Deptt. of Expenditure)	Member
4.	Principal Advisor (HUA), Planning Commission	Member
5.	Secretary, Ministry of Environment and Forests	Member
6.	Secretary, Ministry of Social Justice and Empowerment	Member
7.	Secretary, Ministry of Health and Family Welfare	Member
8.	Secretary, Department of Education	Member
9.	Secretary, Department of Banking, Ministry of Finance	Member
10.	Secretary, Ministry of Labour	Member
11.	Secretary, Ministry of Minority Affairs	Member
12.	Joint Secretary (Housing), Ministry of HUPA	Member
13.	Joint Secretary and Financial Adviser, Ministry of UD/HUPA	Member
14.	Mission Directors (JNNURM), Ministry of UD	Member
15.	CP, TCPO, Ministry of Urban Development	Member
16.	Adviser, CPHEEO, Ministry of Urban Development	Member
17.	Joint Secretary in charge of RAY, Ministry of Housing and Urban Poverty Alleviation	Member-Secretary

Note:-

1. The Chairperson of the CSMC will have the authority to co-opt any other member or invite special invitees to the meeting of the CSMC as and when need arises.



Annexure V

(Ref para 16.2.1)

State Level Sanctioning & Monitoring Committee: Composition

1.	Chief Minister of the State	Chairperson
2.	Minister for Urban Development/Municipal Administration/ Local Self-Government/Housing of the State	Vice-Chairman
3.	Ministers for Urban Development/Municipal Administration/Local Self-Government	Member
4.	Concerned Mayors/Chairpersons of ULBs	Member
5.	Concerned MPs/MLAs	Member
6.	Secretary, Finance of the State Govt.	Member
7.	Secretary (Municipal Administration/Urban Development/ Local Self Government/PHE) of the State Government	Member
8.	Secretary, Revenue/Land Administration	Member
9.	Secretary (Housing) of the State Govt.	Member
10.	Secretary in charge of Environment of the State Government	
11.	Secretary in charge of Law & Justice/Legal Affairs of the State Government	
12.	Two members representing civil society/social Organisation/ Persons of Prominence etc. to be nominated by Ministry of Housing & Urban Poverty Alleviation	
13.	Secretary (Municipal Administration/Urban Development /Local Self Government) of the State Government.	Member

Note: The State may include Secretaries of other Departments as per their requirement.



Annexure VI

(Ref para 17.3)

Note on Management Information System (MIS)**Online Monitoring System for Slum, Household & Livelihood Survey¹**

To generate Socio-economic profile of the slums and households for preparation of Slum Free City Plan of Action (SFCPoA) and Detailed Project Report (DPR), a web based Online Monitoring System for Slum, Household & Livelihood Survey has been developed by Ministry of Housing and Urban Poverty Alleviation (MoHUPA). To facilitate data entry via offline facility (for Cities having poor internet connectivity), an offline data entry module has also been developed within the existing online system.

Integrated Urban Poverty Monitoring System (IPoMS)²

Integrated Urban Poverty Monitoring System (IPoMS) is Web Based System developed by Ministry of Housing and Urban Poverty Alleviation (MoHUPA) for monitoring the sanctioned BSUP and IHSDP project under JNNURM. The Project Monitoring System has the feature where the list of sanctioned projects appears for monthly data entry by respective ULB/SLNA to track the progress against the agreed action plan, monitor the physical and financial progress of the project. In addition to the existing Project Monitoring System the system has been revamped recently to accommodate the needs of Rajiv Awas Yojana (RAY) including Pre-Approval Tracking System and has following facilities –

- Online submission of DPRs to seek sanction under RAY at locations convenient to ULBs and their tracking.
- Online redressing of queries raised during course of appraisal process.
- Submitting appraisal of DPRs online in the system.

1. Available at <http://surveys.cgg.gov.in/>

2. Available at <http://ipoms.gov.in/>



- Record various sanctions, release orders and significant decisions.
- Online submission of physical and financial reports by ULBs, monitoring agencies and TPIM agencies.
- Provision for uploading pictures taken on the spot/site of construction activities.
- Integration of mobile numbers and email to enable the system to despatch stage-wise alerts through SMS and email of stakeholders such as sanction and release of funds in order to minimise idling of funds.
- Auto-generation of login ids and password and further intimation to stakeholders on mobile numbers to enable them to provide smooth access into the system.

RAY Vaarta³

RAY Vaarta is a community partnership website for stakeholders of “Rajiv Awas Yojana (RAY)”. This is also a platform through which the RAY Directorate can disseminate project related information and gather feedback and comments from all the stakeholders of RAY.

3. Available at <http://mhupa-RAY.gov.in/>