

Government of India
Ministry of Housing and Urban Affairs
HFA-V Division

Room No. 118-G, NBO Building,
Nirman Bhawan, New Delhi-110011
Dated: 27.09.2024

To,

Principal Secretaries/Secretaries (Urban Development/Housing/MA) in all the States/UTs as per list

Sub: **Signing of Memorandum of Agreement (MoA) for implementation of Pradhan Mantri Awas Yojana - Urban 2.0 (PMAY-U 2.0), 'Housing for All' Mission - reg.**

Madam/Sir

You are aware that Pradhan Mantri Awas Yojana - Urban (PMAY-U) 2.0 has been launched by Hon'ble Prime Minister by releasing the Scheme Guidelines from Bhubaneswar, Odisha on 17.09.2024. PMAY-U 2.0 will provide financial assistance to another one crore urban poor and middle-class families of EWS/LIG/MIG categories to construct, purchase or rent a house at an affordable cost in urban areas over five years with effect from 1st September 2024. This Ministry vide letter of even number dated 17.09.2024 has shared Scheme Guidelines of PMAY-U 2.0 with all States/UTs.

2. The scheme will be implemented through four verticals i.e. Beneficiary Led Construction (BLC), Affordable Housing in Partnership (AHP), Affordable Rental Housing (ARH), Interest Subsidy Scheme (ISS). PMAY-U 2.0 will be implemented as Centrally Sponsored Scheme (CSS), except for ISS component, which will be implemented as Central Sector Scheme.

3. In order to seek benefit under PMAY-U 2.0, the States/UTs will have to formulate "Affordable Housing Policy" containing various reforms and incentives for ensuring active participation of Public/Private entities and promote Affordable Housing Ecosystem. As a first step, all States/UTs are now required to sign a Memorandum of Agreement (MoA) and a copy of the MoA (already incorporated in the Scheme Guidelines) is enclosed herewith as **Annexure**. The MoA should be signed by the concerned Principal Secretary/Secretary of State/UT Governments.

4. It is, therefore, requested to forward two copies of signed MoA in original to this Ministry and also initiate other necessary action to rollout of PMAY-U 2.0 in your State/UT.

Yours sincerely,



(R.K. Gautam)

Deputy Director General (HFA)
Tel.011-23063266

Encls: As above.

Copy to:

Mission Directors/Nodal Officer of PMAY-Urban of all States/UTs

Copy for information to:

1. PSO to Secretary (HUA)
2. PPS to JS&MD (HFA), MoHUA

Memorandum of Agreement (MoA)

THIS AGREEMENT is made at **New Delhi** on this _____ day of _____ (month), 202__ (year)

BY AND BETWEEN

The Government of India, through the Ministry of Housing and Urban Affairs, Govt. of India hereinafter referred to as **First Party**;

AND

The State/Union Territory (UT) Government of _____ (name of the State/UT) through its Hon'ble Governor/Administrator, hereinafter referred to as **Second Party**;

WHEREAS, First Party has launched Pradhan Mantri Awas Yojana - Urban 2.0 [PMAY-U 2.0] to provide all weather pucca houses to eligible urban citizens through four verticals with Central Assistance and issued the detailed 'Scheme Guidelines' to implement PMAY-U 2.0 [hereinafter referred to as '**Scheme Guidelines**'];

AND WHEREAS, the Second Party has agreed to collaborate with the First Party, for carrying out its responsibilities under the PMAY-U 2.0;

AND WHEREAS the First Party and the Second Party have agreed to abide by the 'Scheme Guidelines';

AND WHEREAS the Second Party in order to implement PMAY-U 2.0 has agreed to formulate and implement the 'Affordable Housing Policy' containing various reforms & incentives as mentioned in the 'Scheme Guidelines', the details of 'Affordable Housing Policy' along with the timelines as listed para 14.2 of Scheme Guidelines;

NOW THE PARTIES WITNESSEDAS FOLLOWS:

1. The PMAY-U 2.0 shall be administered as per the PMAY-U 2.0 Scheme Guidelines issued by the First Party and amendments thereto from time to time with the approval of Competent Authority of First Party.
2. That the First Party shall release its share of Central Assistance as per the 'Scheme Guidelines'.
3. That the Second Party shall release its share of financial support as per the 'Scheme Guidelines'.
4. That the Second Party shall set-up the 'Administration and Implementation Structure' as required for the effective implementation of PMAY-U 2.0.
5. That the Second Party shall comply with 'Monitoring and Evaluation' mechanisms and the procedures as specified in the 'Scheme Guidelines'.
6. That the Second Party through the respective implementing agencies shall provide the necessary Trunk Infrastructure from their own resources up to the project site and shall ensure all necessary statutory approvals/NoCs required to begin the construction of houses/projects as per the 'Scheme Guidelines'.

7. That the First Party shall not bear any escalation to the project cost due to any delay in execution of project or otherwise, and same shall be borne by the Second Party.
8. That at any time during the implementation of PMAY-U 2.0 Scheme, if there is delay in execution of project, implementation of the Reforms or submission of any periodic reports etc. due to the "Force Majeure Event", in such case, the Second Party shall inform to First Party about the same within fifteen (15) days from the date of occurrence of such event and further, upon the representation of Second Party, the First Party shall be at its discretion to provide extension of timelines for implementation of Scheme etc.
9. Second Party Shall implement following reforms by December 2024 and remaining reforms by June 2025 as mentioned in the Scheme Guidelines: -
 - i. Nominal (less than 1%) Stamp duty/Registration Charges for houses (up to 60 sqm) registered under PMAY-U 2.0.
 - ii. 50% additional FAR with TDR facility free of cost and built-up area used for EWS/LIG, not to be counted in overall FAR of the project.
 - iii. {Any other reform to be listed here}
10. That if there is any delay in execution of the project, implementation of Affordable Housing Policy or Reforms or submission of any periodic reports, Statutory approvals and necessary NOCs for the Project(s) under PMAY-U 2.0 as per Scheme Guidelines due to any act or omission of the Second Party, in such case, any extra cost of the Project shall be borne by the Second Party only.
11. That States/UTs shall not amend/modify/alter the Scheme Guidelines under any circumstances while implementation of the Scheme. In case of any breach regarding the terms & conditions of 'Scheme Guidelines', the First Party shall be entitled to withhold subsequent instalment(s) of Central Assistance of Second Party.
12. That the Parties shall abide and adhere to the covenant in agreement further in case of a dispute between the parties, the matter will be resolved through mutual discussion.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

For and on behalf of Ministry of Housing and Urban Affairs, Government of India	For and on behalf of State Government of _____ [Name of State/ UT]
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First Party

Second Party

Witness: _____
Name: _____
Designation: _____

Witness: _____
Name: _____
Designation: _____