



GOVERNMENT OF KERALA

Abstract

Projects under Urban Infrastructure Development Fund (UIDF) scheme for the FY 2023-2024 - Administrative Sanction accorded - modified - orders issued

LOCAL SELF GOVERNMENT (DC) DEPARTMENT

G.O.(Rt)No.1673/2024/LSGD Dated, Thiruvananthapuram, 10-09-2024

Read 1 Sanction letter from National Housing Bank Ref No-KER2023-24000001, KER2023-24000003 and KER2023-24000014 dated 03.07.2024.

2 G.O.(Rt)No.1517/2024/LSGD dated 13.08.2024

ORDER

As per Sanction letter read as 1st paper above, National Housing Bank has informed that loan amount of Rs.118.75 Cr. sanctioned for 3 proposals submitted (two projects of Thiruvananthapuram Municipal Corporation and one project of Thrissur Municipal Corporation with the project cost of Rs.162.5 Cr) under Urban Infrastructure Development Fund (UIDF) scheme for the FY 2023-2024.

2. As per the G.O read as 2nd paper above Administrative Sanction has been accorded for the above mentioned three projects with a total Project cost of Rs.162.5 Cr under UIDF Scheme, as detailed below.

Sl No.	Name of ULB	Name of Project with a brief description	Type	Project Cost (Cr)	Sanctioned Loan Amount (Cr)
1	Thiruvananthapuram Municipal Corporation	Sewerage Management Proposal for Thiruvananthapuram Corporation Area in Cluster-1, Zone 1&2- Attukal (Part), Kalady (Part) & Ambalathara (Part)	Liquid Waste Management	91	66.63

2	Thiruvananthapuram Municipal Corporation	Sewerage Management Proposal for Thiruvananthapuram Corporation Area in Cluster- 1, Zone 3&4-Attukal part & Kalady part	Liquid Waste Management	66.50	47.62
3	Thrisur Municipal Corporation	Solid Waste Disposal Plan- Construction of MCFs and Installation of Fully Automatic Organic Waste Composting Machine of 5000 Kg Capacity at 3 locations using OWC Machines and MCF at 3 locations	Solid Waste Management	5	4.5
				Total (Cr)	162.5 118.75

3. Government are pleased to modify the Administrative Sanction accorded for the above mentioned three projects under UIDF Scheme, incorporating the following conditions

- i. The projects shall be implemented in strict compliance with the terms and conditions laid down for each projects, appended as **annexures** to this G.O
- ii. ULBs shall bear the state share and repayment of the loan under UIDF Scheme
- iii. Both principal and interest of the loan amount should be repaid from the development fund of municipalities/ corporations concerned.
- iv. Margin share and O&M part will be taken care by the concerned ULB.

4. G.O read as 2nd paper above stands modified to the above extend

(By order of the Governor)
DR SHARMILA MARY JOSEPH
PRINCIPAL SECRETARY

To:

The Mission Director, AMRUT
The Principal Director, LSGD
The Secretary, Thiruvananthapuram Municipal Corporation

The Secretary, Thrissur Municipal Corporation
The Principal Accountant General (A&E) Kerala Thiruvananthapuram
The Accountant General (Audit I/ Audit II), Kerala
Thiruvananthapuram
Finance (NC-A) Department
The Information Officer, I&PRD (Web & New Media)
The Executive Director, Information Kerala Mission.
Stock File / Office Copy.

Forwarded /By order
Signed by
Manish V V
Date: 10-09-2024 16:56:51
Section Officer

Copy to:

Private Secretary to Hon'ble Minister for LSGD
PA to Principal Secretary, LSGD

ANNEXURE – I

URBAN INFRASTRUCTURE DEVELOPMENT FUND (UIDF) FINANCIAL DETAILS

PROJECT DETAILS

Sr.No.	Name	ID	Project Type/Sub Type	Town	Outlay	Loan amount	Mobilization advance if any	Amount/%	Maximum Number of Disbursements	Note-All Amount in Rs. Crores	
										Amount/%	Period of completion of Project
1.	Sewerage for Ambalathara and Attukalai Zone 1 & 5	KER2023-24000001_SN_0_02	Sewerage network (New)	Thiruvananthapuram Municipal Corporation	91.00	66.63		13.32/20	3	24 months	



ANNEXURE – II

URBAN INFRASTRUCTURE DEVELOPMENT FUND (UIDF) GENERAL TERMS AND CONDITIONS

1. Nodal Department

The Finance Department of the State/ Union Territory Government shall be designated as the Nodal Department and shall notify to NHB the name, designation and specimen signature of the officer of the Finance Department, who is duly authorized by it to apply for drawal of the loan amounts and issue necessary acknowledgements for the amounts disbursed and also to receive communication, notice and other correspondence from NHB in respect of the loans sanctioned under UIDF, for completion of formalities, drawal of loan installments and repayments thereof together with interest. The Department shall also intimate NHB subsequent change in the designated officer, if any, and forward the particulars and specimen signature of the new incumbent.

2. Grant of Loans

- a) Loans shall not exceed the borrowing power of the State/ Union Territory Government under Article 293 (1) of the Constitution of India. The State/ Union Territory Government shall furnish a certificate in this regard as per **Form I** before availing first disbursement.
- b) The State/ Union Territory Government shall obtain the consent of Government of India under Article 293 (3) of the Constitution of India. Disbursement shall be made under UIDF after receipt of the approval under Article 293(3) of the Constitution of India and also a Certificate under Article 293(1) of the Constitution.
- c) NHB shall disburse the loan amount on submission of a statement of expenditure incurred by the State/ Union Territory Government in execution of the works. The loan to be disbursed shall be restricted to the amount of the statement of expenditure. The State/ Union Territory Government will be required to expend the proportionate amount indicated in the schedule to sanction letter.
- d) Drawal applications can be submitted based on actual execution of works and expenditure incurred ahead of phasing given in the sanction.
- e) In the sanctioned projects no part of the administrative expenditure would be included by the State Government for reimbursement from NHB.

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पूर्खाप: 011 - 39187000 फैक्स: 011 - 24649030
वेबसाइट: www.nhb.org.in ई-मेल: ho@nhb.org.in

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3. Use of Loan Amount

The State/ Union Territory Government shall utilize the loan amount solely and exclusively for the purpose for which it is sanctioned by NHB.

4. Compliance with the Special terms and conditions

The State/ Union Territory Government shall observe, perform and fulfill such special conditions and obligations as may be prescribed in the sanction letter issued by NHB.

5. Execution and Completion of the projects

The State/ Union Territory Government shall execute and complete the projects for which the loans are granted within such time as stipulated in the sanction letter.

6. Tendering

The State/ Union Territory Government shall adhere to the following stipulations as per qualification requirement while selecting/enlisting contractors / firms.

- i. Satisfactory net worth of contractor/partners of the firms in relation to the project cost proposed to be undertaken;
- ii. Adequate net worth of contractor/partners of the firms in relation to the project cost proposed to be undertaken;
- iii. Experience of the similar projects executed earlier;
- iv. Banking facilities / credit limits availed by the contractor / firm should be adequate enough for smooth and timely execution of the project;
- v. Firm / contractor not blacklisted earlier;
- vi. The State / Union Territory Government shall incorporate a suitable clause in the tender with respect to the responsibility of the defect liability period, wherever applicable / required.

7. Security for the Loan

- a) All loans sanctioned by NHB under UIDF would be secured by an irrevocable Letter of Authority executed by the State/ Union Territory Government and registered with the Reserve Bank of India or a Scheduled Commercial Bank which is a Principal Banker to the State/ Union Territory Government authorizing the Reserve Bank of India or such Scheduled Commercial Bank , as the case may be, to debit current account of the State/ Union Territory Government upon requisition issued by NHB for repayment of the principal and/or payment of interest/additional interest to NHB due in respect of the loans and advances made from UIDF.

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b) Further, the State/ Union Territory Government shall execute a Time Promissory Note (TPN) in favor of NHB for each loan disbursement separately. Each TPN will be supported by written communication that necessary budgetary provision would be made available and held in trust to repay the principal and interest as per the payment schedule.

8. Rate of Interest on Outstanding Loans

a) The interest rates on deposits placed by the banks and loans under UIDF shall be decided by the Reserve Bank from time to time. The lending rate on UIDF loan as of now is linked to the Bank Rate prevailing at the time of deposit of funds by banks i.e. Bank Rate minus 1.5 percentage (as on the date of deposit of funds by banks). Therefore, the interest rate on UIDF loan would vary as per the changes in the Bank Rate. The interest shall be paid by the State/ Union Territory Government on the first day of the month succeeding the quarter. Interest is payable during the moratorium period also.

b) If the State/ Union Territory Government fails to pay the interest on the due date(s), it shall be liable to pay interest on the overdue interest amount at the same rate as is applicable to the Principal amount.

9. Repayment of Loans

a) Each drawal of funds will be deemed as a separate loan for the purpose of repayment schedule.

b) Loans shall be repaid by the State/ Union Territory Government to NHB in accordance with the repayment schedule prescribed by NHB. The loan will be repaid in equal annual instalments within seven years from the date of drawal, including a moratorium period of two years, if applicable.

c) The instalments falling due on any date during a month will be payable on the first day of the next month. If the due date for repayment of principal/interest happens to be Saturday/Sunday/Holiday, the amount due would be payable on the preceding business working day.

10. Budgetary Provision

a) The State/ Union Territory Government shall make adequate provision in the budget as may be required for the smooth implementation of the sanctioned projects. An undertaking to this effect shall be given by the State Government to NHB in the prescribed format.

b) The State/ Union Territory Government shall make suitable budget provision for timely payment of interest and repayment of loan installments.

c) The State/ Union Territory Government shall meet cost escalation, if any, out of the budgetary provisions.

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11. Administrative Approval

State/ Union Territory Government shall accord administrative approval in respect of the projects sanctioned by NHB and in case of revision in the cost of the projects, the State/ Union Territory Government shall also accord administrative approval for the same quickly. The State/ Union Territory Government undertakes to submit copy of such administrative approvals to NHB forthwith to ensure uninterrupted flow of funds.

12. Invoking of the Mandate

If any installment of repayment of the principal or payment of interest remains unpaid on the due date, NHB may issue notice to the State/ Union Territory Government calling for payment of the same and if still it is not paid within a period of 15 days after receipt of such notice, NHB shall be entitled to issue a requisition to the Reserve Bank of India for recovering the sums in default. This shall, however, be without prejudice to any other legal remedies available to NHB. Interest at the stipulated rate is payable by the State/ Union Territory Government both on principal and interest over-dues, till the realization thereof by NHB. Any decision taken by NHB regarding the default shall be final and conclusive and shall not be called in question by State/ Union Territory Government.

13. Stoppage of further Disbursements

a) Without prejudice to NHB's rights and any other legal remedies as may be available to it upon breach of any or all of the terms and conditions herein contained or in the sanction letter or any or all of the special terms and conditions contained in Annexure III, NHB at its sole discretion shall stop further disbursement of the loans and advance to the State/ Union Territory Government either in respect of the project in which the default has occurred or all the projects sanctioned to the State/ Union Territory Government.

b) Notwithstanding what is contained in sub clause (a) of this clause, on the occurrence of a default in repayment of any installment of the principal or payment of any installment of the interest as mentioned above, it shall be open to NHB to stop further disbursal of loans and advances sanctioned under the above project until such amounts in default are paid in full by the State/ Union Territory Government. In such an event, NHB shall not be liable for any loss, damage or expenses that may be caused in the completion of the aforesaid project otherwise.

14. Appropriation of Repayments

All amounts paid by the State/ Union Territory Government shall be first appropriated towards interest accrued on the over-due interest, interest accrued on the outstanding loan amount if remaining unpaid on the due dates, then the overdue interest and the balance, if any, towards principal.

If the amount repaid by the State/ Union Territory Government is in excess of the installment of

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the principal / interest such excess amount shall be appropriated towards the next installment of the principal/interest, either in whole or in part, as the case may be.

15. Recalling UIDF Loan

Without prejudice to anything herein before contained or in the sanction letter, NHB shall be entitled to call upon the State/ Union Territory Government to repay the entire loan in one lumpsum together with interest in case NHB is convinced that the State/ Union Territory Government has committed breach of any of the terms and conditions of the sanction.

16. Implementation of the Project

The projects sanctioned under UIDF should be completed early, if necessary, through redeployment of additional staff. The State/ Union Territory Government through its implementing department will ensure that the projects are completed within the shortest possible time and in any case not later than the period stipulated in the sanction letter. If necessary, continuity of officers directly involved in implementation may be ensured.

17. Progress of Works

The State/ Union Territory Government shall maintain such records and furnish such information to NHB from time to time to establish to the satisfaction of NHB that the work of the projects is progressing satisfactorily and diligently so as to be completed within the time prescribed in the sanction letter.

In case, NHB is of the view that the work is not progressing with such speed and diligence so as to be completed within the period prescribe in the sanction letter, it shall be open to NHB to stipulate such further conditions and terms as it may deem fit for completion of the project, alternatively if NHB finds that the project cannot be completed as envisaged in the sanction letter, to recall the entire loan disbursed under the project together with interest accrued thereon in one lumpsum. NHB's findings and decision in this regard shall be final and it shall not be questioned by the State/ Union Territory Government.

18. Inspection of the books of accounts and Inspection of work site

NHB shall have the power to enter upon and inspect the project site with a view to assessing the progress of the works and also verify all the relevant records and books of accounts relating to the works and seek such clarification or information or documents as it may deem fit and make suggestions in writing for maintenance of such further records or books as it may considered necessary for proper monitoring of the progress of the work or utilization of the loan amount and the State/ Union Territory Government shall ensure compliance of such suggestions. The State/ Union Territory Government shall extend all assistance and facilities to the officers/authorized representative of NHB to visit the works and review the progress from time to time for the purpose.

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19. State/ Union Territory Government's obligation to ensure smooth progress of the work

- a) The State/ Union Territory Government shall take all such steps as may be found necessary to remove any legal or other procedural hurdles in the smooth implementation of the projects.
- b) The State/ Union Territory Government shall ensure completion of land acquisition process in all respects at the earliest in order to enable timely completion of the sanctioned projects.

20. Quality Control and Project Monitoring

The Project Implementing Authority shall undertake desk/field monitoring and quality control tests as per the internal instructions/manual of Implementing Department. The reports of the inspecting officer/quality control tests and compliance thereto shall be retained on record by the Project Implementing Division. These reports shall be made available to NHB wherever required.

21. Miscellaneous

- (i) Nothing contained herein shall prejudice or in any way affect the rights vested in NHB under the National Housing Bank Act, 1987 and any other Applicable Law.
- (ii) No failure to exercise and no delay in exercising, on the part of NHB, any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other power or right. The rights and remedies herein provided to NHB are cumulative and not exclusive of any rights or remedies provided by law.
- (iii) All the amounts repayable towards borrowing under UIDF shall be paid by the State/ Union Territory Government to NHB and shall be deemed as "debt charges" for which the State/ Union Territory Government is liable. The repayment of such "debt charges" shall be expenditure chargeable to the Consolidated Fund of the State/ Union Territory in terms of Article 202(3) of the Constitution of India.
- (iv) The State/ Union Territory Government/ Union Territory shall ensure that the loan advanced by NHB shall be utilized only for the purposes for which the loan is given.
- (v) The State/ Union Territory Government/ Union Territory shall maintain separate accounts for the transactions of loans borrowed from out of UIDF clearly showing the principal amount of loan, repayment of loan, outstanding, interest and additional interest separately.

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ANNEXURE – III

URBAN INFRASTRUCTURE DEVELOPMENT FUND (UIDF) SPECIAL TERMS AND CONDITIONS

1. The project is to be completed as per the implementation schedule given in the Detailed Project Report (DPR).
2. Approval is to be taken well in advance (atleast 3 months before the scheduled completion date) from NHB for time escalation, if any, pertaining to the project.
3. The State Government shall submit a Project Completion Certificate (PCC) to NHB immediately, not more than 15 days on completion of physical work in respect of the project as per specified format (given in Form II).
4. The State Government shall submit a detailed Project Completion Report (PCR) to NHB within 6 months from the date of PCC in the prescribed format (Form III).
5. Loan under UIDF shall be disbursed on reimbursement basis (except Mobilization Advance) as per financial closure/funding pattern. Final disbursement under UIDF shall be disbursed after completion of project on reimbursement basis on receipt of documents and after satisfactory completion of prescribed formalities.
6. In order to monitor the quality of project work, the respective States/UTs should submit project wise third-party quality audit certificates before releasing the final tranche of disbursement.
7. In case of State Government sponsored project, the State/UT should ensure that the proportion of State Government's expenditure towards the project is as per the sanctioned funding pattern and funds released under UIDF is maintained during the project implementation in accordance with financial closure. The State/UT should also submit the details of the expenditure incurred towards the project (as per sanctioned cost component wise) under State share at the time of disbursement request under UIDF.
8. In case of projects which are convergent with Central Government Scheme (viz AMRUT, SBM), the State Government may be required to contribute towards the project from their own fund till such time the funds are received from Central Government.
9. In case of any change in the scope of the Project, this sanction stands cancelled and withdrawn and the State will have to submit a new Project on the UIDF portal.
10. State/UT shall submit the item-wise expenditure incurred and cost of balance work to be executed for the project on each disbursement (except for mobilization advance, if applicable).

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हरभास: 011 - 39187000 फैक्स: 011 - 24649030

वेबसाइट: www.nbb.org.in ई-मेल: hg@nbb.org.in

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11. State shall submit the Administrative Approval within 1 month from the date of sanction or availing first disbursement, whichever is earlier.
12. State shall submit the Technical Sanction within 3 months from the date of sanction or availing first disbursement, whichever is earlier.
13. Revised Activity-wise Project Implementation Schedule/ BAR/PERT chart/Project execution schedule for the project duration of 24 months to be submitted by the State/UT before availing 1st disbursement.
14. The State/UT shall submit the undertaking / confirmation before availing 1st disbursement that the project land has been acquired/available and is in the ownership and possession of State/ULB and free from all encumbrances/ unauthorized settlements / encroachments.
15. The State/UT shall provide undertaking/confirmation that project is not in convergence with any Central Government Schemes.



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SCHEDULE – I
PROJECT DISPLAY BOARD SPECIMEN

UIDF Project – Financed by NHB

Implemented by:

(Department)

Project Name:

Location:

UIDF Tranche:

Project Code:

Project Cost:

NHB Loan:

Date of Commencement:

Scheduled date of completion:

Contractor Name:

Note:

- i. The minimum size of the Board may be 6' x 4'
- ii. Letters in Black Colour against yellow background
- iii. The Project Board may be displayed prominently



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PROJECT DETAILS

Note-All Amount in Rs. Crores

S.No	Name	ID	Project Type/Sub Type	Town	Outlay	Loan amount	Mobilization advance if any Amount/ %	Maximum Number of Disbursements	Period of completion of Project
1	Sewerage system for Kalady & Attukal (Package-3 & 4)	KER202 3-24000003_SN_0_02	Sewerage network (New)	Thiruvananthapuram Municipal Corporation	66.50	47.62	9.52/20	3	24 Months



ANNEXURE – II

URBAN INFRASTRUCTURE DEVELOPMENT FUND (UIDF) GENERAL TERMS AND CONDITIONS

1. Nodal Department

The Finance Department of the State/ Union Territory Government shall be designated as the Nodal Department and shall notify to NHB the name, designation and specimen signature of the officer of the Finance Department, who is duly authorized by it to apply for drawal of the loan amounts and issue necessary acknowledgements for the amounts disbursed and also to receive communication, notice and other correspondence from NHB in respect of the loans sanctioned under UIDF, for completion of formalities, drawal of loan installments and repayments thereof together with interest. The Department shall also intimate NHB subsequent change in the designated officer, if any, and forward the particulars and specimen signature of the new incumbent.

2. Grant of Loans

- a) Loans shall not exceed the borrowing power of the State/ Union Territory Government under Article 293 (1) of the Constitution of India. The State/ Union Territory Government shall furnish a certificate in this regard as per **Form I** before availing first disbursement.
- b) The State/ Union Territory Government shall obtain the consent of Government of India under Article 293 (3) of the Constitution of India. Disbursement shall be made under UIDF after receipt of the approval under Article 293(3) of the Constitution of India and also a Certificate under Article 293(1) of the Constitution.
- c) NHB shall disburse the loan amount on submission of a statement of expenditure incurred by the State/ Union Territory Government in execution of the works. The loan to be disbursed shall be restricted to the amount of the statement of expenditure. The State/ Union Territory Government will be required to expend the proportionate amount indicated in the schedule to sanction letter.
- d) Drawal applications can be submitted based on actual execution of works and expenditure incurred ahead of phasing given in the sanction.
- e) In the sanctioned projects no part of the administrative expenditure would be included by the State Government for reimbursement from NHB.

3. Use of Loan Amount

The State/ Union Territory Government shall utilize the loan amount solely and exclusively for the purpose for which it is sanctioned by NHB.

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पुरामाल: 011 - 39187000 फैक्स: 011 - 24649030

वेबसाइट: www.nhb.org.in ई-मेल: ho@nhb.org.in

Statutory Body under the Government of India

Core 5-A, 3rd to 5th Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003

Phone: 011 – 39187000 Fax: 011 – 24649030

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4. Compliance with the Special terms and conditions

The State/ Union Territory Government shall observe, perform and fulfill such special conditions and obligations as may be prescribed in the sanction letter issued by NHB.

5. Execution and Completion of the projects

The State/ Union Territory Government shall execute and complete the projects for which the loans are granted within such time as stipulated in the sanction letter.

6. Tendering

The State/ Union Territory Government shall adhere to the following stipulations as per qualification requirement while selecting/enlisting contractors / firms.

- i. Satisfactory net worth of contractor/partners of the firms in relation to the project cost proposed to be undertaken;
- ii. Adequate net worth of contractor/partners of the firms in relation to the project cost proposed to be undertaken;
- iii. Experience of the similar projects executed earlier;
- iv. Banking facilities / credit limits availed by the contractor / firm should be adequate enough for smooth and timely execution of the project;
- v. Firm / contractor not blacklisted earlier;
- vi. The State / Union Territory Government shall incorporate a suitable clause in the tender with respect to the responsibility of the defect liability period, wherever applicable / required.

7. Security for the Loan

- a) All loans sanctioned by NHB under UIDF would be secured by an irrevocable Letter of Authority executed by the State/ Union Territory Government and registered with the Reserve Bank of India or a Scheduled Commercial Bank which is a Principal Banker to the State/ Union Territory Government authorizing the Reserve Bank of India or such Scheduled Commercial Bank , as the case may be, to debit current account of the State/ Union Territory Government upon requisition issued by NHB for repayment of the principal and/or payment of interest/additional interest to NHB due in respect of the loans and advances made from UIDF.
- b) Further, the State/ Union Territory Government shall execute a Time Promissory Note (TPN) in favor of NHB for each loan disbursement separately. Each TPN will be supported by written communication that necessary budgetary provision would be made available and held in trust to repay the principal and interest as per the payment schedule.

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8. Rate of Interest on Outstanding Loans

a) The interest rates on deposits placed by the banks and loans under UIDF shall be decided by the Reserve Bank from time to time. The lending rate on UIDF loan as of now is linked to the Bank Rate prevailing at the time of deposit of funds by banks i.e. Bank Rate minus 1.5 percentage (prevailing at the time of deposit of funds by banks). Therefore, the interest rate on UIDF loan would vary as per the changes in the Bank Rate. The interest shall be paid by the State/ Union Territory Government on the first day of the month succeeding the quarter. Interest is payable during the moratorium period also.

b) If the State/ Union Territory Government fails to pay the interest on the due date(s), it shall be liable to pay interest on the overdue interest amount at the same rate as is applicable to the Principal amount.

9. Repayment of Loans

a) Each drawal of funds will be deemed as a separate loan for the purpose of repayment schedule.

b) Loans shall be repaid by the State/ Union Territory Government to NHB in accordance with the repayment schedule prescribed by NHB. The loan will be repaid in equal annual instalments within seven years from the date of drawal, including a moratorium period of two years, if applicable.

c) The instalments falling due on any date during a month will be payable on the first day of the next month. If the due date for repayment of principal/interest happens to be Saturday/Sunday/Holiday, the amount due would be payable on the preceding business working day.

10. Budgetary Provision

a) The State/ Union Territory Government shall make adequate provision in the budget as may be required for the smooth implementation of the sanctioned projects. An undertaking to this effect shall be given by the State Government to NHB in the prescribed format.

b) The State/ Union Territory Government shall make suitable budget provision for timely payment of interest and repayment of loan installments.

c) The State/ Union Territory Government shall meet cost escalation, if any, out of the budgetary provisions.

11. Administrative Approval

State/ Union Territory Government shall accord administrative approval in respect of the projects sanctioned by NHB and in case of revision in the cost of the projects, the State/ Union Territory Government shall also accord administrative approval for the same quickly. The State/ Union

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Territory Government undertakes to submit copy of such administrative approvals to NHB forthwith to ensure uninterrupted flow of funds.

12. Invoking of the Mandate

If any installment of repayment of the principal or payment of interest remains unpaid on the due date, NHB may issue notice to the State/ Union Territory Government calling for payment of the same and if still it is not paid within a period of 15 days after receipt of such notice, NHB shall be entitled to issue a requisition to the Reserve Bank of India for recovering the sums in default. This shall, however, be without prejudice to any other legal remedies available to NHB. Interest at the stipulated rate is payable by the State/ Union Territory Government both on principal and interest over-dues, till the realization thereof by NHB. Any decision taken by NHB regarding the default shall be final and conclusive and shall not be called in question by State/ Union Territory Government.

13. Stoppage of further Disbursements

- a) Without prejudice to NHB's rights and any other legal remedies as may be available to it upon breach of any or all of the terms and conditions herein contained or in the sanction letter or any or all of the special terms and conditions contained in Annexure III, NHB at its sole discretion shall stop further disbursement of the loans and advance to the State/ Union Territory Government either in respect of the project in which the default has occurred or all the projects sanctioned to the State/ Union Territory Government.
- b) Notwithstanding what is contained in sub clause (a) of this clause, on the occurrence of a default in repayment of any installment of the principal or payment of any installment of the interest as mentioned above, it shall be open to NHB to stop further disbursal of loans and advances sanctioned under the above project until such amounts in default are paid in full by the State/ Union Territory Government. In such an event, NHB shall not be liable for any loss, damage or expenses that may be caused in the completion of the aforesaid project otherwise.

14. Appropriation of Repayments

All amounts paid by the State/ Union Territory Government shall be first appropriated towards interest accrued on the over-due interest, interest accrued on the outstanding loan amount if remaining unpaid on the due dates, then the overdue interest and the balance, if any, towards principal.

If the amount repaid by the State/ Union Territory Government is in excess of the installment of the principal / interest such excess amount shall be appropriated towards the next installment of the principal/interest, either in whole or in part, as the case may be.

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15. Recalling UIDF Loan

Without prejudice to anything herein before contained or in the sanction letter, NHB shall be entitled to call upon the State/ Union Territory Government to repay the entire loan in one lumpsum together with interest in case NHB is convinced that the State/ Union Territory Government has committed breach of any of the terms and conditions of the sanction.

16. Implementation of the Project

The projects sanctioned under UIDF should be completed early, if necessary, through redeployment of additional staff. The State/ Union Territory Government through its implementing department will ensure that the projects are completed within the shortest possible time and in any case not later than the period stipulated in the sanction letter. If necessary, continuity of officers directly involved in implementation may be ensured.

17. Progress of Works

The State/ Union Territory Government shall maintain such records and furnish such information to NHB from time to time to establish to the satisfaction of NHB that the work of the projects is progressing satisfactorily and diligently so as to be completed within the time prescribed in the sanction letter.

In case, NHB is of the view that the work is not progressing with such speed and diligence so as to be completed within the period prescribe in the sanction letter, it shall be open to NHB to stipulate such further conditions and terms as it may deem fit for completion of the project, alternatively if NHB finds that the project cannot be completed as envisaged in the sanction letter, to recall the entire loan disbursed under the project together with interest accrued thereon in one lumpsum. NHB's findings and decision in this regard shall be final and it shall not be questioned by the State/ Union Territory Government.

18. Inspection of the books of accounts and Inspection of work site

NHB shall have the power to enter upon and inspect the project site with a view to assessing the progress of the works and also verify all the relevant records and books of accounts relating to the works and seek such clarification or information or documents as it may deem fit and make suggestions in writing for maintenance of such further records or books as it may considered necessary for proper monitoring of the progress of the work or utilization of the loan amount and the State/ Union Territory Government shall ensure compliance of such suggestions. The State/ Union Territory Government shall extend all assistance and facilities to the officers/authorized representative of NHB to visit the works and review the progress from time to time for the purpose.

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19. State/ Union Territory Government's obligation to ensure smooth progress of the work

a) The State/ Union Territory Government shall take all such steps as may be found necessary to remove any legal or other procedural hurdles in the smooth implementation of the projects.

b) The State/ Union Territory Government shall ensure completion of land acquisition process in all respects at the earliest in order to enable timely completion of the sanctioned projects.

20. Quality Control and Project Monitoring

The Project Implementing Authority shall undertake desk/field monitoring and quality control tests as per the internal instructions/manual of Implementing Department. The reports of the inspecting officer/quality control tests and compliance thereto shall be retained on record by the Project Implementing Division. These reports shall be made available to NHB wherever required.

21. Miscellaneous

(i) Nothing contained herein shall prejudice or in any way affect the rights vested in NHB under the National Housing Bank Act, 1987 and any other Applicable Law.

(ii) No failure to exercise and no delay in exercising, on the part of NHB, any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other power or right. The rights and remedies herein provided to NHB are cumulative and not exclusive of any rights or remedies provided by law.

(iii) All the amounts repayable towards borrowing under UIDF shall be paid by the State/ Union Territory Government to NHB and shall be deemed as "debt charges" for which the State/ Union Territory Government is liable. The repayment of such "debt charges" shall be expenditure chargeable to the Consolidated Fund of the State/ Union Territory in terms of Article 202(3) of the Constitution of India.

(iv) The State/ Union Territory Government/ Union Territory shall ensure that the loan advanced by NHB shall be utilized only for the purposes for which the loan is given.

(v) The State/ Union Territory Government/ Union Territory shall maintain separate accounts for the transactions of loans borrowed from out of UIDF clearly showing the principal amount of loan, repayment of loan, outstanding, interest and additional interest separately.



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ANNEXURE – III

URBAN INFRASTRUCTURE DEVELOPMENT FUND (UIDF) SPECIAL TERMS AND CONDITIONS

1. The project is to be completed as per implementation schedule given in the Detailed Project Report (DPR).
2. Approval is to be taken well in advance (atleast 3 months before the scheduled completion date) from NHB for time escalation, if any, pertaining to the project.
3. The State Government shall submit a Project Completion Certificate (PCC) to NHB immediately not more than 15 days on completion of physical work in respect of the project as per specified format (given in Form II).
4. The State Government shall submit a detailed Project Completion Report (PCR) to NHB within 6 months from the date of PCC in the prescribed format (Form III).
5. Loan under UIDF shall be disbursed on reimbursement basis (except Mobilization Advance) as per financial closure/funding pattern. Final disbursement under UIDF shall be disbursed after completion of project on reimbursement basis on receipt of documents and after satisfactory completion of prescribed formalities.
6. In order to monitor the quality of project work, the respective States/UTs should submit project wise third-party quality audit certificates before releasing the final tranche of disbursement.
7. In case of State Government sponsored project, the State/UT should ensure that the proportion of State Government's expenditure towards the project is as per the sanctioned funding pattern and funds released under UIDF is maintained during the project implementation in accordance with financial closure. The State/UT should also submit the details of the expenditure incurred towards the project (as per sanctioned cost component wise) under State share at the time of disbursement request under UIDF.
8. In case of projects which are convergent with Central Government Scheme (viz AMRUT, SBM), the State Government may be required to contribute towards the project from their own fund till such time the funds are received from Central Government.
9. In case of any change in the scope of the Project, this sanction stands cancelled and withdrawn and the State will have to submit a new Project on the UIDF portal.
10. State/UT shall submit the item-wise expenditure incurred and cost of balance work to be executed for the project on each disbursement (except for mobilization advance, if applicable).

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11. State shall submit the Administrative Approval within 1 month from the date of sanction or availing first disbursement, whichever is earlier.
12. State shall submit the Technical Sanction within 3 months from the date of sanction or availing first disbursement, whichever is earlier.
13. The State/UT shall submit the undertaking / confirmation before availing 1st disbursement that the project land has been acquired/available and is in the ownership and possession of State/ULB and free from all encumbrances/ unauthorized settlements / encroachments.
14. The State/UT shall provide undertaking/confirmation that project is not in convergence with any Central Government Schemes.



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SCHEDULE – I
PROJECT DISPLAY BOARD SPECIMEN

UIDF Project – Financed by NHB

Implemented by:

(Department)

Project Name:

Location:

UIDF Tranche:

Project Code:

Project Cost:

NHB Loan:

Date of Commencement:

Scheduled date of completion:

Contractor Name:

Note:

- i. The minimum size of the Board may be 6' x 4'
- ii. Letters in Black Colour against yellow background
- iii. The Project Board may be displayed prominently



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ANNEXURE – I

URBAN INFRASTRUCTURE DEVELOPMENT FUND (UIDF) FINANCIAL DETAILS

PROJECT DETAILS

Note-All Amount in Rs. Crores

Sr.No.	Name	Project ID	Project Type/Sub Type	Town	Project Outlay	Loan amount	Mobilization advance if any Amount/ %	Maximum Number of Disbursement Tranches	Period of completion of Project
1	SOLID WASTE DISPOSAL PLAN	KER2023-24000014	Solid Waste Processing Plants	Thrissur Corporation	5.00	4.50	0.90/20.00	2	12.00 months



ANNEXURE – II

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- iv. Banking facilities / credit limits availed by the contractor / firm should be adequate enough for smooth and timely execution of the project;
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7. Security for the Loan

a) All loans sanctioned by NHB under UIDF would be secured by an irrevocable Letter of Authority executed by the State/ Union Territory Government and registered with the Reserve Bank of India or a Scheduled Commercial Bank which is a Principal Banker to the State/ Union Territory Government authorizing the Reserve Bank of India or such Scheduled Commercial Bank, as the case may be, to debit current account of the State/ Union Territory Government upon requisition issued by NHB for repayment of the principal and/or payment of interest/additional interest to NHB due in respect of the loans and advances made from UIDF.

b) Further, the State/ Union Territory Government shall execute a Time Promissory Note (TPN) in favor of NHB for each loan disbursement separately. Each TPN will be supported by written communication that necessary budgetary provision would be made available and held in trust to repay the principal and interest as per the payment schedule.

8. Rate of Interest on Outstanding Loans

a) The interest rates on deposits placed by the banks and loans under UIDF shall be decided by the Reserve Bank from time to time. The lending rate on UIDF loan as of now is linked to the Bank Rate prevailing at the time of deposit of funds by banks i.e. Bank Rate minus 1.5 percentage (as on the date of disbursement). Therefore, the interest rate on UIDF loan would vary as per the changes in the Bank Rate. The interest shall be paid by the State/ Union Territory Government on the first day of the month succeeding the quarter. Interest is payable during the moratorium period also.

b) If the State/ Union Territory Government fails to pay the interest on the due date(s), it shall be liable to pay interest on the overdue interest amount at the same rate as is applicable to the Principal amount.

9. Repayment of Loans

a) Each drawal of funds will be deemed as a separate loan for the purpose of repayment schedule.

b) Loans shall be repaid by the State/ Union Territory Government to NHB in accordance with the repayment schedule prescribed by NHB. The loan will be repaid in equal annual instalments within seven years from the date of drawal, including a moratorium period of two years, if applicable.

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ट्रॉफ़िक: 011 - 39187000 फॉक्स: 011 - 24649030
वेबसाइट: www.nhb.org.in ई-मेल: ho@nhb.org.in

Statutory Body under the Government of India
Core 5-A, 3rd to 5th Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003
Phone: 011 - 39187000 Fax: 011 - 24649030
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c) The instalments falling due on any date during a month will be payable on the first day of the next month. If the due date for repayment of principal/interest happens to be Saturday/Sunday/Holiday, the amount due would be payable on the preceding business working day.

10. Budgetary Provision

a) The State/ Union Territory Government shall make adequate provision in the budget as may be required for the smooth implementation of the sanctioned projects. An undertaking to this effect shall be given by the State Government to NHB in the prescribed format.

b) The State/ Union Territory Government shall make suitable budget provision for timely payment of interest and repayment of loan installments.

c) The State/ Union Territory Government shall meet cost escalation, if any, out of the budgetary provisions.

11. Administrative Approval

State/ Union Territory Government shall accord administrative approval in respect of the projects sanctioned by NHB and in case of revision in the cost of the projects, the State/ Union Territory Government shall also accord administrative approval for the same quickly. The State/ Union Territory Government undertakes to submit copy of such administrative approvals to NHB forthwith to ensure uninterrupted flow of funds.

12. Invoking of the Mandate

If any installment of repayment of the principal or payment of interest remains unpaid on the due date, NHB may issue notice to the State/ Union Territory Government calling for payment of the same and if still it is not paid within a period of 15 days after receipt of such notice, NHB shall be entitled to issue a requisition to the Reserve Bank of India for recovering the sums in default. This shall, however, be without prejudice to any other legal remedies available to NHB. Interest at the stipulated rate is payable by the State/ Union Territory Government both on principal and interest over-dues, till the realization thereof by NHB. Any decision taken by NHB regarding the default shall be final and conclusive and shall not be called in question by State/ Union Territory Government.



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दूरभाष: 011 - 39187000 फैक्स: 011 - 24649030
वेबसाइट: www.nhb.org.in ई-मेल: ho@nhb.org.in

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13. Stoppage of further Disbursements

a) Without prejudice to NHB's rights and any other legal remedies as may be available to it upon breach of any or all of the terms and conditions herein contained or in the sanction letter or any or all of the special terms and conditions contained in Annexure III, NHB at its sole discretion shall stop further disbursement of the loans and advance to the State/ Union Territory Government either in respect of the project in which the default has occurred or all the projects sanctioned to the State/ Union Territory Government.

b) Notwithstanding what is contained in sub clause (a) of this clause, on the occurrence of a default in repayment of any installment of the principal or payment of any installment of the interest as mentioned above, it shall be open to NHB to stop further disbursal of loans and advances sanctioned under the above project until such amounts in default are paid in full by the State/ Union Territory Government. In such an event, NHB shall not be liable for any loss, damage or expenses that may be caused in the completion of the aforesaid project otherwise.

14. Appropriation of Repayments

All amounts paid by the State/ Union Territory Government shall be first appropriated towards interest accrued on the over-due interest, interest accrued on the outstanding loan amount if remaining unpaid on the due dates, then the overdue interest and the balance, if any, towards principal.

If the amount repaid by the State/ Union Territory Government is in excess of the installment of the principal / interest such excess amount shall be appropriated towards the next installment of the principal/interest, either in whole or in part, as the case may be.

15. Recalling UIDF Loan

Without prejudice to anything herein before contained or in the sanction letter, NHB shall be entitled to call upon the State/ Union Territory Government to repay the entire loan in one lumpsum together with interest in case NHB is convinced that the State/ Union Territory Government has committed breach of any of the terms and conditions of the sanction.



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दूरभाष: 011-39187000 फॅक्स: 011-24649030
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16. Implementation of the Project

The projects sanctioned under UIDF should be completed early, if necessary, through redeployment of additional staff. The State/ Union Territory Government through its implementing department will ensure that the projects are completed within the shortest possible time and in any case not later than the period stipulated in the sanction letter. If necessary, continuity of officers directly involved in implementation may be ensured.

17. Progress of Works

The State/ Union Territory Government shall maintain such records and furnish such information to NHB from time to time to establish to the satisfaction of NHB that the work of the projects is progressing satisfactorily and diligently so as to be completed within the time prescribed in the sanction letter.

In case, NHB is of the view that the work is not progressing with such speed and diligence so as to be completed within the period prescribe in the sanction letter, it shall be open to NHB to stipulate such further conditions and terms as it may deem fit for completion of the project, alternatively if NHB finds that the project cannot be completed as envisaged in the sanction letter, to recall the entire loan disbursed under the project together with interest accrued thereon in one lumpsum. NHB's findings and decision in this regard shall be final and it shall not be questioned by the State/ Union Territory Government.

18. Inspection of the books of accounts and Inspection of work site

NHB shall have the power to enter upon and inspect the project site with a view to assessing the progress of the works and also verify all the relevant records and books of accounts relating to the works and seek such clarification or information or documents as it may deem fit and make suggestions in writing for maintenance of such further records or books as it may considered necessary for proper monitoring of the progress of the work or utilization of the loan amount and the State/ Union Territory Government shall ensure compliance of such suggestions. The State/ Union Territory Government shall extend all assistance and facilities to the officers/authorized representative of NHB to visit the works and review the progress from time to time for the purpose.



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द्वरमाल: ०११ - ३९१८७००० फैक्स: ०११ - २४६४९०३०
वेबसाइट: www.nhb.org.in ई-मेल: ho@nhb.org.in

Statutory Body under the Government of India
Core 5-A, 3rd to 5th Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003
Phone: 011 - 39187000 Fax: 011 - 24649030
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19. State/ Union Territory Government's obligation to ensure smooth progress of the work

- a) The State/ Union Territory Government shall take all such steps as may be found necessary to remove any legal or other procedural hurdles in the smooth implementation of the projects.
- b) The State/ Union Territory Government shall ensure completion of land acquisition process in all respects at the earliest in order to enable timely completion of the sanctioned projects.

20. Quality Control and Project Monitoring

The Project Implementing Authority shall undertake desk/field monitoring and quality control tests as per the internal instructions/manual of Implementing Department. The reports of the inspecting officer/quality control tests and compliance thereto shall be retained on record by the Project Implementing Division. These reports shall be made available to NHB wherever required.

21. Miscellaneous

- (i) Nothing contained herein shall prejudice or in any way affect the rights vested in NHB under the National Housing Bank Act, 1987 and any other Applicable Law.
- (ii) No failure to exercise and no delay in exercising, on the part of NHB, any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other power or right. The rights and remedies herein provided to NHB are cumulative and not exclusive of any rights or remedies provided by law.
- (iii) All the amounts repayable towards borrowing under UIDF shall be paid by the State/ Union Territory Government to NHB and shall be deemed as "debt charges" for which the State/ Union Territory Government is liable. The repayment of such "debt charges" shall be expenditure chargeable to the Consolidated Fund of the State/ Union Territory in terms of Article 202(3) of the Constitution of India.
- (iv) The State/ Union Territory Government/ Union Territory shall ensure that the loan advanced by NHB shall be utilized only for the purposes for which the loan is given.
- (v) The State/ Union Territory Government/ Union Territory shall maintain separate accounts for the transactions of loans borrowed from out of UIDF clearly showing the principal amount of loan, repayment of loan, outstanding, interest and additional interest separately.



ANNEXURE – III

URBAN INFRASTRUCTURE DEVELOPMENT FUND (UIDF) SPECIAL TERMS AND CONDITIONS

1. The project is to be completed as per implementation schedule given in the Detailed Project Report (DPR).
2. Approval is to be taken well in advance (atleast 3 months before the scheduled completion date) from NHB for time escalation, if any, pertaining to the project.
3. The State Government shall submit a Project Completion Certificate (PCC) to NHB immediately not more than 15 days on completion of physical work in respect of the project as per specified format (given in Form II).
4. The State Government shall submit a detailed Project Completion Report (PCR) to NHB within 6 months from the date of PCC in the prescribed format (Form III).
5. Loan under UIDF shall be disbursed on reimbursement basis (except Mobilization Advance) as per financial closure/funding pattern. Final disbursement under UIDF shall be disbursed after completion of project on reimbursement basis on receipt of documents and after satisfactory completion of prescribed formalities.
6. In order to monitor the quality of project work, the respective States/UTs should submit project wise third-party quality audit certificates before releasing the final tranche of disbursement.
7. In case of State Government sponsored project, the State/UT should ensure that the proportion of State Government's expenditure towards the project is as per the sanctioned funding pattern and funds released under UIDF is maintained during the project implementation in accordance with financial closure. The State/UT should also submit the details of the expenditure incurred towards the project (as per sanctioned cost component wise) under State share at the time of disbursement request under UIDF.
8. In case of projects which are convergent with Central Government Scheme (viz AMRUT, SBM), the State Government may be required to contribute towards the project from their own fund till such time the funds are received from Central Government.

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दूरभाष: 011 - 39187000 फैक्स: 011 - 24649030
वेबसाइट: www.nhb.org.in ई-मेल: ho@nhb.org.in

Statutory Body under the Government of India
Core 5-A, 3rd to 5th Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003
Phone: 011 - 39187000 Fax: 011 - 24649030
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9. In case of any change in the scope of the Project, this sanction stands cancelled and withdrawn and the State will have to submit a new Project on the UIDF portal.

10. State/UT shall submit the item-wise expenditure incurred and cost of balance work to be executed for the project on each disbursement (except for mobilization advance, if applicable).

11. The State/UT shall provide undertaking/confirmation that project is not in convergence with any Central Government Schemes before availing 1st disbursement.

12. Administrative Approval to be submitted within 1 month from the date of sanction or before availing 1st disbursement, whichever is earlier.

13. Technical Sanction to be submitted within 3 months from the date of sanction or before availing 1st disbursement, whichever is earlier.

14. The State/UT State shall submit the Signed copy of DPR / DPR with forwarding letter authenticated by competent authority, before availing 1st disbursement.



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दूरभास: 011 - 39187000 फैक्स: 011 - 24649030
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SCHEDULE – I
PROJECT DISPLAY BOARD SPECIMEN

UIDF Project – Financed by NHB

Implemented by:

(Department)

Project Name:

Location:

UIDF Tranche:

Project Code:

Project Cost:

NHB Loan:

Date of Commencement:

Scheduled date of completion:

Contractor Name:

Note:

- i. The minimum size of the Board may be 6' x 4'
- ii. Letters in Black Colour against yellow background
- iii. The Project Board may be displayed prominently



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