

प्रेषक,

के.एल.मीना  
सचिव  
उत्तर प्रदेश शासन।

सेवा में,

- 1- उपाध्यक्ष,  
समस्त विकास प्राधिकरण,  
उत्तर प्रदेश।
- 2- आवास आयुक्त,  
उ.प्र. आवास एवं विकास परिषद  
लखनऊ।

आवास एवं शहरी नियोजन अनुभाग-1

लखनऊ : दिनांक 13 जुलाई, 2006

विषय : उत्तर प्रदेश में हाई-टेक टाउनशिप विकसित करने के लिए निजी पूँजी निवेश के प्रोत्साहन हेतु "हाई-टेक- टाउनशिप नीति-2006" से संबंधित एम.ओ.यू. पूरक एम.ओ.यू. तथा डेवलपमेंट एग्रीमेंट उपलब्ध कराने के संबंध में।

महोदय,

इस संबंध में मुझे यह कहने का निदेश हुआ है कि अवगत है कि उत्तर प्रदेश में हाई-टेक टाउनशिप विकसित करने के लिए निजी पूँजी निवेश के प्रोत्साहन हेतु "हाई-टेक-टाउनशिप नीति-2006" शासनादेश संख्या : 1915 / आठ-1-06-45विविध / 06टीसी, दिनांक 18-05-06 द्वारा निर्गत की गयी है। अतः उक्त नीति से संबंधित एम.ओ.यू. पूरक एम.ओ.यू. तथा डेवलपमेंट एग्रीमेंट संलग्न कर प्रेषित किये जा रहे हैं। कृपया इस संबंध में अग्रेतर कार्यवाही सुनिश्चित कराने का कष्ट करें।

संलग्नक : यथोपरि।

भवदीय,

के.एल. मीना

सचिव

**संख्या-4033(1)/आठ-1-06, तद्दिनॉक ।**

प्रतिलिपि निम्नलिखित को सूचनाथर्स एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. औद्योगिक विकास आयुक्त, उत्तर प्रदेश ।
2. प्रमुख सचिव, निबन्धन विभाग, उत्तर प्रदेश शासन ।
3. प्रमुख सचिव, न्याय विभाग, उत्तर प्रदेश शासन ।
4. प्रमुख सचिव, वित्त विभाग, उत्तर प्रदेश शासन ।
5. प्रमुख सचिव, राजस्व विभाग, उत्तर प्रदेश शासन ।
6. सचिव, नगर विकास विभाग, उत्तर प्रदेश शासन ।
7. समस्त प्रमुख सचिव/सचिव, उत्तर प्रदेश शासन ।
8. आयुक्त एवं सचिव, राजस्व परिषद, उत्तर प्रदेश ।
9. महानिरीक्षक, निबन्धन एवं पंजीयन, उत्तर प्रदेश ।
10. प्रबन्ध निदेशक, सहकारी आवास संघ, उत्तर प्रदेश ।
11. समस्त मण्डलायुक्त, उत्तर प्रदेश ।
12. समस्त जिलाधिकारी, उत्तर प्रदेश ।
13. समस्त अध्यक्ष, विशेष क्षेत्र विकास प्राधिकरण, उत्तर प्रदेश ।
14. समस्त नियंत्रक प्राधिकारी, विनियमित क्षेत्र, उत्तर प्रदेश ।
15. समस्त भूमि अध्याप्ति अधिकारी, उत्तर प्रदेश ।
16. मुख्य नगर एवं ग्राम नियोजक, उत्तर प्रदेश ।
17. अधिशासी निदेशक, आवास बन्धु, उत्तर प्रदेश ।
18. समस्त अनुभाग, आवास एवं शहरी नियोजन विभाग ।
19. गार्ड फाइल ।

आज्ञा से,

**शिव जनम चौधरी**

अनुसचिव

## MEMORANDUM OF UNDERSTANDING FOR THE DEVELOPMENT OF HI-TECH TOWNSHIP IN UTTAR PRADESH

This Memorandum of Understanding is made on this ..... day of ..... two thousand and ..... between ..... Development Authority constituted under the provisions of Uttar Pradesh Urban Planning and Development Act, 1973 through Sri ..... its Secretary (hereinafter called the “First Party” , which expression shall unless the context does not so admit, include its successor and assigns) of the One Part.

And

M/S ..... A company registered under Companies Act, 1956 having registered office at ..... through its ..... Sri ..... S/o ..... R/o ..... (hereinafter called the “Second Party”, which expression shall unless the context does not so admit, include its heirs, executors, administrators, representatives and permitted assigns) of the Other Party.

WHEREAS on-going population growth and increasing urbanization are creating major development problems relating to provision of urban series and planned housing in large cities of the State;

AND WHEREAS resource constraints of the public sector agencies has made it imperative to promote private investment in the provision of urban housing and infrastructure, therefore, keeping in view the mandates of the National and State Housing Policies, the State Government has announced the Hi-Tech Township Policy-206 vide Government Order No. 2915/Eight-1-06-45 vividh/06 TC, dated 18.5.2006 to fulfill the following objectives :-

- (i) to promote and facilitate private sector participation in developing Hi-Tech Townships with world class infrastructure;
- (ii) to encourage high technology and knowledge based industries, tourism and provide facilities for business organizations engaged in modern technologies,
- (iii) to facilitate and create an enabling environment for attracting maximum private investment in housing and infrastructure development,
- (iv) to support and enable private investment in other sectors of the State economy;

AND WHEREAS as a follow up of the above policy Second Party submitted a proposal to develop a Hi-Tech Township in the State of Uttar Pradesh and the High Power Committee constituted by the Government of Uttar Pradesh (hereinafter referred to as “High Power Committee”), after evaluation of the proposal, has selected the Second Party for the

development of Hi-Tech Township at ..... (Name of place and city) on land measuring ..... acres (hereinafter referred to as “Hi-Tech Township”),

AND WHEREAS the Second Party, i.e. M/S ..... is required to sign a Memorandum of Understanding (hereinafter referred to as “MoU”) with the First Party to initiate further action for the development of Hi-Tech Township.

NOW THIS DEED WITNESSES AS FOLLOWS :-

1. That the Second Party shall identify the land for the development of Hi-Tech Township in consultation with the First Party.
2. That the Second Party shall submit the proposal for acquisition of land along with key plan site plan and Sajara plan with delineation of the site identified for the proposed Hi-Tech Township to the First Party within 45 days after signing of this MoU.
3. That after receiving the land acquisition proposal from the Second Party, the First Party shall submit the acquisition proposal with its recommendation to the Collector of the District within 30 days from the date of receipt of aforesaid proposal from the Second Party.
4. That the land for the development of the Hi-Tech Township shall be acquired by the First Party under the provisions of Land Acquisition Act, 1894 or purchased by the Second Party directly and as far as possible, compensation shall be determined through negotiations. The Second Party shall also be involved in the process of negotiation. In such cases where compensation could not be settled through negotiation the same shall be determined by the Collector of the District under the provisions of Land Acquisition Act, 1894. In case of any dispute relating to land acquisition or increase of compensation by any Court in future, all financial liabilities shall rest with the Second Party. Besides, any financial liability arising out of any order of Court or adjudication relating to the development of Hi-Tech Township shall also rest with the Second Party.
5. That to obtain approval of State Government for purchasing land in excess of 12.5 acres under section-154 of the Uttar Pradesh Zamindari Abolition and Land reforms Act, 1950, Second Party shall submit the proposal relating to delineation of Hi-Tech Township site to the High Power Committee after signing of the MoU. Approval of State Government for purchasing the land in excess of 12.5 acres under section-154 of the said Act shall be granted on the recommendation of the High Power Committee.
6. That the total cost of land acquisition shall be borne by the Second Party, but stamp duty and land acquisition charges shall not be payable for the first 1500 acres of land as per the Notification No.K.N.-5-2915/XI-2004-500(87)/2001 dated 9<sup>th</sup> July, 2004 and amended Notification No. K.N.-5-3497/11-205-500(83)/2005 dated 9<sup>th</sup> September, 2005. However, the Second Party shall pay stamp duty and land acquisition charges for the land area exceeding 1500 acres.
7. That the land for the development of the Hi-Tech Township shall be given on 90 years lease to the Second Party. After the development of land, the stamp duty at the prevailing rate shall be payable by the Second Party or the allottees (transferee), as the

case may be, on the instrument of TRANSFER at the time of such transfer and freehold conversion charges shall be payable to the First Party as per the prevailing policy of the State Government.

8. That all other land which presently vests with the Gram Sabha will also be resumed by following the prescribed procedures. Whenever any permission/s are required by the Second Party for purchase or resumption of the land belonging to scheduled caste, scheduled tribe/backward classes or Gram Sabha, all necessary permissions will be procured in accordance with law at the earliest.
9. That if the site selected by the Second Party falls within an area notified for acquisition under section-4 of the Land Acquisition Act, 1894 or under section-28 of the Uttar Pradesh Housing and Development Board Act, 1965 for the purposes of land bank, such land may be denotified or exempted from acquisition under section-6 of Land Acquisition Act and section-32 of Uttar Pradesh Housing and Development Board Act as provided in Government Order No. 5457/8-3-05-48 Vividh/2005, dated 30.12.2005 issued by the Housing and Urban Planning Department in respect of Hi-Tech Township Policy-2003. This provision shall also apply to the Hi-Tech Township Policy-2006.
10. That if the site selected by the Second Party falls within the Master Plan area and needs conversion of land use for the purposes of Hi-Tech Township, the same shall be completed by the State Government through amendment of the Master Plan in accordance with law for which conversion charges as prescribed by the State Government shall be payable by the Second Party to the First Party.
11. That if the site selected by the Second Party falls outside the limits of Development Area or any other notified area, it shall be brought under the statutory limits of the respective Development Area or notified area by following the due process of law. Conversion of land use for the proposed site shall be completed according to law and land use conversion charges as prescribed by the State Government shall be payable by the Second Party to the First Party.
12. That the Second Party shall comply with the following land use planning norms and regulations in the preparation of lay out plan of the proposed Hi-Tech Township:-
  - (a) Development Area Average Density shall be 150 to 200 Persons Per Hectate.
  - (b) Land Use Structure :

Sl.No.	Land Use Category	Percentage of Developed Area
1.	Residential	35-40
2.	Commercial and Offices	4-6
3.	Industrial (pollution free)	4-6
4.	Public and semi-public	8-10
5.	Green Cover, Parks, Open Spaces, Playgrounds & Water Bodies	17-20
6.	Transport and Communication	20-22
7.	Recreational	3-5
	<b>Average</b>	<b>100</b>

- (c) Zoning Regulations as applicable in the respective Development Area shall be followed.
- (d) Building Bye-Laws as applicable in the respective Development Area shall be followed.
- (e) Prevailing density norms shall not be applicable to the housing for the Economically Weaker Sections and Low Income Group.

Note : Under category 2 and 3, percentage of land use can be interchanged to the extent of 30 percent (of the above 4-6% mentioned at Serial No.2 and 3) depending upon the dominant functional character of the proposed Hi-Tech Township.

13. That the Second Party shall prepare and submit a Conceptual Detailed Project Report (DPR) of the proposed Hi-Tech Township to the First Party within 180 days from the date of signing of this MoU. The First Party shall examine the DPR and approve the same within 30 days of its submission on the recommendation of a committee constituted by the State Government. The DPR shall be approved as a conceptual plan comprising broad layout plan of the proposed Hi-Tech Township, land use plan, infrastructure and services development plan, standards and specifications, resource mobilization, property management, operation and maintenance details, et-cetera. Besides, the DPR shall contain phasing of development of the proposed township in maximum three phases indicating time-schedule for commencement and completion of each phase.

The Second Party shall not be entitled to any legal right for the implementation of the project merely on the basis of approval of the conceptual DPR. Moreover, the Second Party shall have the right to allot, sale or lease plots/buildings/flats/other properties or accept advance money only after approval of the detailed lay out plan and signing of the development agreement. However, keeping in view the requirement of funds for the execution of a project of this size and magnitude, the Second Party shall be entitled to mobilize financial resources from the banks and other financial institutions on the basis of conceptual DPR approved by the committee constituted by the State Government.

14. That to ensure the completion of the project within the specified project period, detailed lay out plan under the first phase shall be sanctioned after minimum 500 acres of land has been purchased by/transferred to the Second party. The Second Party shall also enter into a 'Development Agreement' with the First party. The Development Agreement shall contain necessary terms and conditions regarding implementation of the project. The Second Party shall indemnify the First Party against liabilities that may arise by any acts or deeds of the Second Party.

15. That the Second Party shall complete the Project within a period of five years from the date of signing of the first 'Development Agreement'. If there is delay in acquisition of remaining land, extension in the project period up to one year shall be permissible by the First Party and beyond that by the State Government. Besides, owing to inevitable circumstances, if there is any delay in providing connectivity to

off-site infrastructure viz. road, drainage, sewerage, electricity, water supply, etc., extension in the project period would be permissible by the State Government on case to case basis.

16. That the Second Party shall have the option to carry out the internal and external development works as per the standards and specifications laid in the approved DPR without any extra charges payable to the First Party. However, connectivity to trunk services such as road connection, drainage and sewage disposal, water supply, electricity, solid waste management or any such other community facility may be extended to the Second Party by the concerned State Government Agency on actual cost basis. Besides, if, with the prior approval of the State Government, any major infrastructure such as embankment, ring road, flyover, metro, et-cetera, is provided by the First Party during the project period consequent to which the proposed township would be directly benefited, the Second Party shall pay proportionate cost of such infrastructure to the First Party, for which prior approval of the State Government would be necessary.
17. That the Second Party shall construct and sell 10% of the total houses/plots to the Economically Weaker Section and another 10% houses/plots to the Lower Income Group families as per the norms and cost ceiling prescribed by the First Party. Allotment of houses/plots for the above categories shall be made by a committee constituted by the State Government under the chairmanship of the District Collector/Vice-Chairman of the Development Authority.
18. That the land for State Government and Public Sector community facilities such as police-station, fire station, post-office, telephone exchange, et-cetera shall be provided free of cost by the Second Party to the concerned department through the First Party. The State Government will facilitate establishment of above facilities in the proposed Hi-Tech Township. However, the State Government shall establish the police-station free of cost on the land earmarked for the purpose.
19. That the Second Party shall provide basic infrastructure such as road, drainage, water supply, sanitation and electricity, et-cetera free of cost to the village abadis falling within the Hi-Tech Township area. The beneficiaries will pay user charges to the service provider.
20. That to ensure timely completion of the project as per the provisions of the approved DPR, the First Party shall retain the transferable rights on 25 percent of total saleable land which shall be released in proportion to the Second Party on successful completion of various services to the functional stage. If the Second Party leaves any development work incomplete, the same shall be completed by the First Party through sale of the land so retained.
21. That the State Government policies and the relevant codes of B.I.S./I.S. relating to disaster management shall be strictly adhered to by the Second Party in the land use planning, infrastructure development and construction works of the proposed Hi-Tech Township.
22. That the Second Party shall obtain necessary environmental clearance for the proposed Hi-Tech Township project from the Ministry of Environment and Forest, Government of India.

23. That the Second Party shall adhere to the concept and features of Hi-Tech Township as outlined in the original proposal submitted by the Second Party to first party at the time of selection.
24. That the First Party shall have the right to supervise the implementation of project in accordance with and as per time-schedule prescribed in the approved DPR and to inspect the quality of external and internal development works of Hi-Tech Township to ensure that they are as per the provisions of approved DPR. The Second Party shall pay the requisite inspection charges to the First Party as per the prevailing Policy of the State Government.
25. That the permission of required, for generation of power for the proposed Hi-Tech Township, shall be admissible in accordance with the prevailing Energy Policy of the State Government.
26. That the Second Party shall maintain the various services of the Hi-Tech Township for which it shall have the right to collect maintenance expenditure from the allottees as per provisions of DPR. During this period the Local Bodies shall not collect house tax, water tax and sewerage tax, et=cetera from the residents or users of the Hi-Tech Township. However, the services may be handed over to the Local Bodies for maintenance at any point of time with the consent of the residents of the Hi-Tech Township.
27. That the First Party reserves the right to make such amendments, additions and alterations or modifications in these terms and conditions as may be considered just and expedient with the consent of the Second party.
28. That any issue which is not covered under this MoU, shall be remedied as per the provisions of the Hi-Tech Township policy-2006 and the prevailing laws of the land.
29. Force Majeure
  - (a) If at any time during the continuance of this MoU, the performance in whole or in part by either Party of any obligation under this MoU shall be prevented or delayed by reason of any war, or riot or natural calamities, the Second Party within 7 days of occurrence and cessation of each Force Majeure conditions shall intimate the First Party by a registered letter, the beginning and end of the above causes of dely.
  - (b) The Second Party shall not claim extension of time mentioned in the preceding paragraphs beyond the period affected by the Force Majeure.
30. That in the event of any dispute with regard to terms and conditions of the MoU, the same shall be referred to the decision of an arbitrator, to be appointed in writing by the parties, or if they can not agree upon a Sole arbitrator to the decision of three persons as arbitrators, one to be appointed by each Party and they shall appoint the third arbitrator who shall act as the presiding arbitrator under the provisions of the Arbitration and Conciliation Act, 1996. Place of arbitration shall be Lucknow.
31. That any notice, letter or communication to be given by one Party to the other shall be in writing in Hindi or English language through registered post with due acknowledgment. In addition, such communication shall also be transmitted by fax.



IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year herein first above written.

(.....)

Seal

In the presence of           FOR AND ON BEHALF OF FIRST PARRY

(1) Witness .....

Address .....

(.....)

Seal

FOR AND ON BEHALF OF SECOND PARTY

(2) Witness .....

Address .....

**SUPPLEMENTARY MEMORANDUM OF UNDERSTANDING OF HI-TECH  
TOWNSHIP POLICY, 2003 FOR THE DEVELOPMENT OF HI-TECH  
TOWNSHIP UNDER POLICY, 2006 IN UTTAR PRADESH**

This Supplementary Memorandum of Understanding is made on this.....day of ..... two thousand and ..... between ..... Development Authority constituted under the provisions of Uttar Pradesh Urban Planning and Development Act, 1973 through Sri ..... Its Secretary (hereinafter called the “First Party”, which expression shall unless the context does not so admit, include its successor and assigns) of the One Part.

And

M/S ..... a company registered under Companies Act, 1956 having Registered Office at ..... through its ..... Sri ..... S/o ..... R/o .....(hereinafter called the “Second Party”, which expression shall unless the context does not so admit, include its heirs, executors, administrators, representatives and permitted assigns) of the Other Part.

WHEREAS under the Hi-Tech Township Policy-203, a Memorandum of Understanding for the development of Hi-Tech Township at .....(Name of place and city) in the State of Uttar Pradesh was executed between the parties above on ..... 2006 (hereinafter referred to as “Original”MoU”).

AND WHEREAS to further meet the requirement of ever growing demand of housing and civic infrastructure and to promote private investment in the housing sector, the State Government has announced Hi-Tech Township Policy-2006 vide Government Order No. 2915/Eight-1-06-45 vividh/06 TC, dated 18.5.2006.

AND WHEREAS the Second Party has initiated action in accordance with the Original MoU and Second Party applied to First Party for extension of the Hi-Tech Township area from ..... acres to ..... Acres at .....(name of place and city) under the Hi-Tech Township policy-2006 (hereinafter referred to as “Hi-Tech Township”).

AND WHEREAS the proposal submitted by the Second Party was evaluated by the High Power Committee constituted by the Government of Uttar Pradesh and was approved;

AND WHEREAS the Second Party i.e. M/S ..... is required to sign this Supplementary Memorandum of Understanding (hereinafter referred to as “Supplementary MoU”) with the First Party to initiate further action for the development of Hi-Tech Township.

NOW THIS DEED WITNESSES AS FOLLOWS :-

1. That the second Party shall submit the proposal for acquisition of additional land along with key plan, site plan and Sajra plan with delineation of the site identified for the proposed Hi-Tech Township to the First Party within 45 days after signing of this Supplementary MoU.
2. That after receiving the land acquisition proposal from the Second Party, the First Party shall submit the acquisition proposal with its recommendation to the Collector of the District within 30 days from the date of receipt of aforesaid proposal from the Second Party.
3. That to obtain approval of State Government for purchasing land in excess of 12.5 acres under section-154 of the Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950, the Second Party shall submit the proposal relating to delineation of Hi-Tech Township site to the High Power Committee constituted by State Government after signing of the Supplementary MoU. Approval of State Government for purchasing the land in excess of 12.5 acres under section-154 of the said Act shall be granted on the recommendation of the aforesaid High Power Committee.
4. That the total cost of land acquisition shall be borne by the Second Party, but stamp duty and land acquisition charges shall not be payable for the first 1500 acres of land as per the Notification No. K.N.-5-2915/XI-2004-500(87)/ 2001 dated 9<sup>th</sup> July, 2004 and amended Notification No. K.N.-5-3497/11-2005-500(83)/2005 dated 9<sup>th</sup> September,2005. However, the Second Party shall pay stamp duty and land acquisition charges for the land area exceeding 1500 acres.
5. That the land for the development of the Hi-Tech Township shall be given on 90 years lease to the Second Party. After the development of land, the stamp duty at the prevailing rate shall be payable by the Second Party or the allottees (transferee), as the case may be, on the instrument of TRANSFER at the time of such transfer and freehold conversion charges shall be payable to the First Party as per the prevailing policy of the State Government.
6. That if the land identified by the Second Party falls within an area notified for acquisition under section-4 of the Land Acquisition Act, 1894 or under section-28 of the Uttar Pradesh Housing and Development Board Act, 1955 for the purposes of land bank, such land may be denotified or exempted from acquisition under section-6 of Land Acquisition Act and section-32 of Uttar Pradesh Housing and Development Board Act as provided in Government Order No. 5457/8-3-05-48 Vividh/2005, dated 30.12.2005 issued by the Housing and Urban Planning Department.

7. That the Second Party shall prepare and submit a Conceptual Detailed Project Report (DPR) of the Proposed Hi-Tech Township to the First Party within 180 days from the date of signing of this Supplementary MoU. The First Party shall examine the DPR and approve the same within 30 days of its submission on the recommendation of a committee constituted by the State Government. The DPR shall be approved as a conceptual plan comprising broad layout plan of the proposed Hi-Tech Township, land use plan, infrastructure and services development plan, standards and specifications, resource mobilization, property management, operation and maintenance details, et-cetera. Besides, the DPR shall contain phasing of development of the proposed township in maximum three phases indicating time- schedule for commencement and completion of each phase.

The Second Party shall not be entitled to any legal right for the implementation of the project merely on the basis of approval of the conceptual DPR. Moreover, the Second Party shall have the right to allot sale or lease plots/buildings/flats/other properties or accept advance money only after approval of the detailed lay out plan and signing of the development agreement. However, keeping in view the requirement of funds for the execution of a project of this size and magnitude, the Second Party shall be entitled to mobilize financial resources from the banks and other financial institutions on the basis of conceptual DPR approved by the committee constituted by the State Government.

8. That to ensure the completion of the project within the specified project period, detailed lay out plan under the first phase shall be sanctioned after minimum 50 acres of land has been purchased by/transferred to the Second party. The Second Party shall also enter into a 'Development Agreement' with the First Party. The Development Agreement shall contain necessary terms and conditions regarding implementation of the project. The Second Party shall indemnify the First Party against liabilities that may arise by any acts or deeds of the Second party.

Detailed lay out plans of second and third phases shall be sanctioned only after remaining land has been purchased/ assembled by the Second Party. Separate Development Agreement shall be signed for each phase with the First Party.

9. That the Second Party shall complete the Project within a period of five years from the date of signing of the first 'Development Agreement'. If there is delay in acquisition of remaining land, extension in the project period up to one year shall be permissible by the First Party and beyond that by the Government. Besides, owing to inevitable circumstances, if there is any delay in providing connectivity to off-site infrastructure viz. road, drainage, sewerage, electricity, water supply, etc., extension in the project period would be permissible by the Government on case to case basis.

10. That the Second Party shall obtain necessary environmental clearance for the proposed Hi-Tech Township project from the Ministry of Environment and Forest, Government of India.

11. That all other terms and conditions of the Original MoU executed under the Hi-Tech Township Policy-2003 between the parties shall remain the same.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year herein first above written.

(.....)

Seal

In the presence of

FOR AND ON BEHALF OF FIRST PARTY

(1) Witness .....

Address .....

(.....)

Seal

FOR AND ON BEHALF OF SECOND PARTY

(2) Witness .....

Address .....

Draft

DEVELOPMENT AGREEMENT

(Hi-Tech Township)

This Agreement is made on this ..... day of .....  
Two Thousand and ..... between .....  
Development Authority constituted under the provisions of Uttar Pradesh Urban Planning  
and Development Act, 1973 through Shri .....its  
Vice-Chairman (hereinafter called the “First Party” which expression shall, unless repugnant  
to the meaning or context thereof include its, successors and assigns) of the ONE PART.

AND

M/s..... a company registered under Companies Act,  
1956 having its registered office at .....through  
its Authorised Signatory Shri .....(hereinafter called the “Second  
Party” which expression shall, unless the context does not so admit include its heirs,  
executors, administrators, successors, representatives and permitted assigns) of the OTHER  
PART.

WHEREAS the Government of Uttar Pradesh ha announced a policy vide Government Order  
No.6087/9-A-1-2003-34 V/03, dated 22<sup>nd</sup> November, 203 and Government Order  
No.2915/Aath-1-06-45Vividh/06, dated 18<sup>th</sup> May, 2006 to promote and facilitate private  
sector participation in the development of Hi-Tech Townships with world-class  
infrastructure;

AND WHEREAS the High Power Committee constituted by the Government of Uttar  
Pradesh has selected M/s ..... for the development of Hi-Tech Township at  
..... (Name of place and city);

AND WHEREAS the Second Party i.e. M/s ..... Has signed a Memorandum of  
Understanding (hereinafter referred to as “MoU”) on ...../and a  
Supplementary Memorandum of Understanding (hereinafter referred to as “Supplementary  
MoU”) on ..... with the First Party for the development of Hi-Tech Township at  
..... (Name of place and city);

AND WHEREAS the total land area of the proposed Hi-Tech Township is .....  
Acres and its conceptual Detailed Project Report (hereinafter referred to as “DPR”) submitted  
by the Second Party has been approved on ..... by the First Party;

AND WHEREAS the Second Party has obtained approval of Government of Uttar Pradesh  
for purchasing/holding land in excess of 12.5 acres under section-154 of the Uttar Pradesh  
purchasing/holding land in excess of 12.5 acres under section-154 of the Uttar Pradesh  
Zamindari Abolition and Land reforms Act, 1950.

AND WHEREAS the land use of the proposed site conforms to the development of Hi-Tech Township as per the Master Plan of ..... (Name of city) or the land use has been converted by the Government of Uttar Pradesh for the purposes of Hi-Tech Township;

AND WHEREAS the Detailed Layout Plan of the first phase of the proposed Hi-Tech Township comprising .....acres has been submitted by the Second Party to the First Party for approval;

AND WHEREAS the Second Party is required to sign a Development Agreement with the First Party at the time of approval of Detailed Lay-out Plan as provided in the MoU.

NOW THIS AREEMENT WITNESSETH AS FOLLOWS :

1.	<b>Definitions</b>	Unless the context otherwise requires the following terms shall have the meanings assigned herein when used in this Agreement:-	
		(a)	“ <b>Agreement</b> ” means this Development Agreement.
		(b)	“ <b>Act</b> ” means Uttar Pradesh Urban planning and Development Act, 1973.
		(c)	“ <b>DPR</b> ” means the Conceptual Detailed Project Report of the proposed Hi-Tech Township.
		(d)	“ <b>Layout Plan</b> ” means the detailed plan showing the arrangement in which different uses or buildings, roads and open spaces are placed in relation to each other in accordance with prevailing Zoning Regulations and Building Bye-laws.
		(e)	“ <b>MoU</b> ” means the Memorandum of Understanding signed between the First Party and the Second Parrry for the development of Hi-Tech Township.
		(f)	<b>Government</b> means Government of Uttar Pradesh.
2.	<b>Project Execution</b>	The Second Party shall adhere to the following provisions for planned and time-bound execution of the Hi-Tech Township. Project:-	
(i)	<b>Start of Work</b>	(i)	The Second Party shall commence the development works immediately after the approval of the Layout Plan. The date of start of work for this project shall be treated as the date of signing of this Agreement.
		(ii)	The Second Party shall carry out the internal and external development and construction works as per the approved DPR and Layout Plan at its own expense.
(ii)	<b>Implementation Schedule</b>	The Second Party shall adhere to the ‘Implementation Schedule’ of internal and external development works as given in the DPR and shall complete all the development works in respect of the proposed Hi-Tech Township. Within a period of five years from the date of signed of this agreement.	
(iii)	<b>Specifications and Standards</b>	The development and construction works shall be in accordance with the standards and specifications provided in the approved DPR and the Layout Plan.	
(iv)	<b>Disaster Management</b>	(i)	The Second Party shall adhere to the Government Policies and the relevant BIS/IS codes, guidelines and practices

			relating to disaster management in the development and construction works of the proposed Hi-Tech Township..
		(ii)	The Second Party shall submit a certificate to the First Party regarding earthquake resistant execution of development works duly signed by the Structural Engineer, Supervisory Site Engineer and Licensed Architect having prescribed qualification and experience as per the prevailing Government Orders.
(v)	<b>Development and Quality Control</b>		The Second Party shall carry out the internal and external development works in accordance with the standards and specifications laid in the approved DPR and the Layout Plan. The execution, completion and certification of each development work of the project shall be carried out by a mutually agreed licensed Architect and authorized Engineer.
(vi)	<b>Connectivity Charges</b>	(i)	Connectivity to trunk services such as road connection, drainage and sewage disposal, water supply, electricity, solid waste management or any such other community facility if required, shall be obtained the Second Party from the concerned Government Agency on at its own expenses.
		(ii)	If any major infrastructure such as embankment, ring road, fly-over, metro, et-cetera, is provided by the First Party during the project period consequent to which the proposed Hi-Tech Township. Would be directly benefited, the Second Party shall pay proportionate cost of such infrastructure to the First Party with prior approval of the Government.
3.	<b>Supervision of Development and Construction Works</b>		The First Party shall supervise the implementation of project in accordance with and as per time-schedule prescribed in the approved DPR and inspect the quality of external and internal development and construction works to ensure that they are as per the provisions of approved DPR and Layout Plan. The Second Party shall pay the inspection charges to the First Party as per the prevailing Government orders.
4.	<b>Extension of Project Period</b>		The Second Party shall complete the Hi-Tech Township. Project within a period of five years from the date of signing of this agreement. Extension in the project period shall be permissible subject to following conditions :-
		(i)	If there is delay in acquisition of land for the second/subsequent phase, extension in the project period up to one year shall be permissible by the First Party and beyond that by the Government.
		(ii)	If there is any delay in providing connectivity to off-site infrastructure viz. road, water supply, sewerage, electricity, et-cetera, extension in the project period would be permissible by the Government on case to case basis.
5.	<b>Provision of EWS and LIG Houses/Plots</b>	(i)	The Second Party shall construct and sell 10% of the total houses/plots for Economically Weaker Section (EWS) and another 10% houses/plots for the Lower Income Group (LIG) families as per the norms and cost ceiling laid down



			by the First Party.
		(ii)	Allotment of houses/plots for the above categories shall be made through a committee constituted by the Government under the chairmanship of the concerned District Collector/Vice Chairman of the Development Authority.
6.	<b>Extension of Services to Village Abadis</b>		The Second Party shall provide basic infrastructure such as road, drainage, water supply, sanitation and electricity, et-cetera free-of-cost to the Village Abadis falling within the Hi-Tech Township Project area. The beneficiaries will pay user charges to the service provider.
7.	<b>Transfer of Land under Community Facilities</b>		The Second Party shall provide land for Government and Public Sector community facilities such as police-station, fire station, post-office, telephone exchange, etc. free-of-cost to the concerned department through the First Party. The Government will facilitate establishment of above facilities in the proposed township. Besides, the Government shall establish the Police Station free-of-cost on the land earmarked for the purpose.
8.	<b>Performance Guarantee</b>		To ensure timely completion of the project as per the provisions of approved DPR, the First Party shall retain the transferable rights on 25 percent of total saleable land, which shall be released in proportion to the Second Party on successful completion of various services to the functional stage. If the Second Party leaves any development work incomplete, the same shall be completed by the First Party through sale of the land so retained.
9.	<b>Completion Certificate and Handing over To Services</b>	(i)	The Second Party shall complete the development works within approved project period. It shall be compulsory for the Second Party to obtain a completion certificate regarding internal and external development works from the First Party in accordance with the procedure laid down in the Building Bye-laws applicable in the respective Development Area.
		(ii)	The Second Party shall obtain a certificate regarding satisfactory completion of electric works from the Chief Electrical Inspector, Government of Uttar Pradesh and furnish the same to the First Party at its own expense.
10.	<b>Stamp Duty and Freehold Conversion Charges</b>		After the development of land, the Second Party or the allottees (transferee), as the case may be, shall pay stamp duty at the prevailing rates on the instrument of TRANSFER at the time of such transfer and freehold conversion charges to the First Party as per the prevailing policy of the Government.
11.	<b>Maintenance of Services</b>		The Second Party shall maintain the various services of the Hi-Tech Township for which it shall have the right to collect maintenance expenditure from the allottees as per the provisions of approved DPR. During this period the Local Body shall not collect house tax, water tax and sewerage tax, et-cetera from the residents or users of the Hi-Tech Township. However, the services may be handed over to the Local Body for maintenance at any point of time with the consent of the residents of the Hi-Tech Township.
12.	<b>Restriction of Sub-letting</b>		The Second Party shall not assign/transfer the said development permission or any permission or other benefit of this Agreement to

		any other person.	
13.	<b>Regulations and Directions Under the Act</b>	Without prejudice to anything contained in this Agreement, all the mandatory provisions of the Zoning Regulations, Building Bye-laws and other Regulations and Directions for the time being in force, shall be binding on the Second Party.	
14.	<b>Compliance with Labour and other Relevant Laws</b>	(i)	During continuance of this Agreement, the Second Party shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and Bye-laws of the State or Central Government or Local Authority and any other Labour Law (including rules), regulations, Bye-laws that may be passed or notified or that may be issued under any Labour Law in future either y the State or Central Government or by the Local Authority.
		(ii)	During continuance of this Agreement, the Second Party shall abide at all times by all laws relating to development and other construction works.
15.	<b>Conciliation and Arbitration</b>	In the event of any dispute with regard to terms and conditions of this Agreement, the same shall be referred to the decision of an Arbitrator, to be appointed in writing by the Parties, or if they can not agree upon a sole Arbitrator, to the decision of three persons as Arbitrators, one to be appointed by each party and they shall appoint the third Arbitrator who shall act as the presiding Arbitrator under the provisions of Arbitration and Conciliation Act, 1996. Place of arbitration shall be Lucknow.	
16.	<b>Litigation</b>	In case of any litigation pertaining to the acquisition, maintenance, or the rights of the any individual or individual allottee, the First Party will not be liable. In other words, any cause of action emanating from any transaction between an individual/or group of individuals and the second Party in the said land, will lie in the area of responsibility of the Second Party. First Party shall not be liable to any individual/or group of individuals with regard to property acquired or developed by the Second Party.	
17.	<b>Force Majeure</b>	(i)	If at any time during the continuance of this Agreement, the performance in whole or in part by either party of any obligation under this Agreement shall be prevented or delayed by reason of any war, or riot or natural calamities, the Second Party within 7 days of occurrence and cessation of each Force Majeure conditions shall intimate the First Party by a registered letter, the beginning and end of the above causes of delay.
		(ii)	The Second Party shall not claim extension of time mentioned in the preceding paragraphs beyond the period affected by the Force Majeure.