

प्रेषक,

नितिन रमेश गोकर्ण,

अपर मुख्य सचिव,

उत्तर प्रदेश शासन।

सेवा में,

1. आयुक्त,

उ0प्र0 आवास एवं परिषद्,

लखनऊ।

2. उपाध्यक्ष,

समस्त विकास प्राधिकरण,

उत्तर प्रदेश।

आवास एवं शहरी नियोजन अनुभाग-3

लखनऊ: दिनांक: 05 फरवरी, 2024

विषय:- प्रदेश में सुनियोजित नगरीय विकास हेतु निजी पूंजी निवेश के माध्यम से टाउनशिप के विकास के लिए उत्तर प्रदेश टाउनशिप नीति-2023 के क्रियान्वयन हेतु आवश्यक मानक प्रपत्र।

महोदय,

कृपया प्रदेश में सुनियोजित नगरीय विकास हेतु निजी पूंजी निवेश के माध्यम से टाउनशिप के विकास के लिए शासनादेश संख्या-1559/आठ-3-23-172 विविध/2016 टी.सी. दिनांक 05.07.2023 द्वारा उत्तर प्रदेश टाउनशिप नीति-2023 निर्गत की गयी है। उत्तर प्रदेश टाउनशिप नीति, 2023 की उक्त व्यवस्था के अनुसार टाउनशिप हेतु लाइसेन्स प्राप्त करने हेतु आवेदन पत्र (प्रारूप-1), लाइसेन्स जारी करने (प्रारूप-2), आवेदन पत्र अस्वीकार पाये जाने की स्थिति में विकासकर्ता को सूचित करने (प्रारूप-3) एवं लाइसेन्स निरस्तीकरण की सूचना (प्रारूप-4) के मानक प्रपत्र शासन के पत्र संख्या-आई/420323/2023-8-3099/1811/2020-3-पार्ट-8 दिनांक 02.11.2023 द्वारा निर्गत किये गये हैं।

2- अवगत कराना है कि उक्त शासनादेश दिनांक 02.11.2023 द्वारा निर्गत 04 मानक प्रारूपों के क्रम में नीति के क्रियान्वयन हेतु एम.ओ.यू./कन्सॉर्शियम एम.ओ.यू. का निर्धारित प्रपत्र (प्रारूप-5), लाइसेन्स हेतु निर्धारित प्रपत्र (प्रारूप-6), विकास अनुबन्ध हेतु मानक प्रपत्र (प्रारूप-7), परियोजना की कुल विक्रय योग्य भूमि का 20 प्रतिशत भाग अपने पक्ष में बन्धक/गिरवी रखने हेतु अनुबन्ध का मानक प्रपत्र (प्रारूप-8), मूल भूत भौतिक एवं सामाजिक अवस्थापना सुविधाओं से युक्त विकसित क्षेत्र के आकलन हेतु ग्रेडिंग सिस्टम (प्रारूप-8) के मानक प्रपत्र संलग्न हैं।

3- इस संबंध में मुझे यह कहने का निदेश हुआ है कि कृपया उत्तर प्रदेश टाउनशिप नीति-2023 की व्यवस्था के अन्तर्गत उपरोक्त संलग्न मानक प्रपत्रों के अनुसार नियमानुसार कार्यवाही सुनिश्चित कराने का कष्ट करें।

**संलग्नक: यथोक्त।**

भवदीय,

नितिन रमेश गोकर्ण

अपर मुख्य सचिव।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

**प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-**

1. समस्त मण्डलायुक्त, उत्तर प्रदेश।
2. समस्त जिलाधिकारी, उत्तर प्रदेश।
3. अध्यक्ष, समस्त विशेष क्षेत्र विकास प्राधिकरण, उत्तर प्रदेश।
4. नियंत्रक प्राधिकारी/जिलाधिकारी, समस्त विनियमित क्षेत्र उ०प्र०।
5. सचिव, उत्तर प्रदेश भू-सम्पदा विनियामक प्राधिकरण, लखनऊ।
6. मुख्य नगर एवं ग्राम नियोजक, नगर एवं ग्राम नियोजन विभाग, उत्तर प्रदेश लखनऊ।
7. निदेशक, आवास बन्धु, उ०प्र० लखनऊ को इस निर्देश के साथ कि कृपया शासनादेश की प्रति आवास एवं शहरी नियोजन विभाग की वेब साइट पर तत्काल अपलोड कराने का कष्ट करें।
8. गार्ड फाइल।

आज्ञा से,  
**नितिन रमेश गोकर्ण**  
अपर मुख्य सचिव।

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1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

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Draft

## Format-5

## Consortium MoU

(To be executed on Rs. 100/- (Rupees One Hundred only) Stamp Paper and to be registered in the office of the Sub-Registrar of the concerned district)

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the 'MoU') is made and entered into this.....day of the month of..... by and among:

1. *(Name of Lead Member)* a.....registered under the Companies Act, 1956/2013 through Authorized Signatory (Name of Authorized Person) having their principal place of business at (Address) hereinafter referred to as "....." which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART;
2. *(Name of Member)* a.....registered under the Companies Act, 1956/2013 through Authorized Signatory (Name of Authorized Person) having their principal place of business at (Address) hereinafter referred to as "....." which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART;
3. *(Name of Member)* a.....registered under the Companies Act, 1956/2013 through Authorized Signatory (Name of Authorized Person) having their principal place of business at (Address) hereinafter referred to as "....." which expression shall unless repugnant to the context thereof include his Successors, of the THIRD PART;
4. *(Name of Member)* a.....registered under the Companies Act, 1956/2013 through Authorized Signatory (Name of Authorized Person) having their principal place of business at (Address) hereinafter referred to as "....." which expression shall unless repugnant to the context thereof include his Successors, of the FOURTH PART;
5. *(So on as required)*

All the above parties for the purpose of this MoU hereinafter individually called the 'Member' and collectively called the 'Members.' WHEREAS

- a) The Members intend to develop a Township at.....(Name of Village/Locality, Tehsil.....and District....., Uttar Pradesh in accordance with the provisions of the Uttar Pradesh Township Policy hereinafter referred to as "Policy" issued vide Government Order No.1559/3-2-23-172 Vivich/2016/TC, Dated 5<sup>th</sup> July, 2023;
- b) The Members have agreed to join hands in the form of a Consortium to provide the financial, technical, managerial and other services for the said Project on the terms and conditions as set forth in this MoU;

NOW, THEREFORE, this MoU witnesses as follows:-

In consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Members have agreed as follows:

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**1. DEFINITIONS AND INTERPRETATIONS**

1.1 Definitions: Capitalized terms used in this MoU shall have their respective defined meanings, and/or shall have the meanings specified in the Uttar Pradesh Township Policy-2023 and subsequently executed Development Agreement between the Applicant and the Authority unless the context expressly or by necessary implication otherwise requires.

- a) 'Applicant' means the Consortium Applicant;
- b) 'Authority' means the Uttar Pradesh Housing and Development Board or the respective Development Authority, as the case may be;
- c) 'Company' means a company formed and registered under the Companies Act, 1956/2013;
- d) 'Consortium' means the Consortium formed between the Members in accordance with this MoU;
- e) 'Development Authority' means Development Authority constituted under section-4 of the Uttar Pradesh Urban Planning and Development Act, 1973;
- f) 'Housing Commissioner' means the Housing Commissioner of the Uttar Pradesh Housing and Development Board;
- g) 'Township' means a self-contained township planned, designed and developed in accordance with the provisions of the Uttar Pradesh Township Policy-2023;
- h) 'Lead Member' means the member of the Consortium which has been designated so by the other members of the Consortium as per the eligibility conditions laid down in the Uttar Pradesh Township Policy-2023 and also authorized to take the lead in the management of the Consortium's affairs;
- i) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project;
- j) 'MoU' (Memorandum of Understanding) means a legal document describing the terms and details of an agreement between two or more parties, including each party's role and responsibilities.
- k) 'Net worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/2013;
- l) 'Private Developer' means an individual, company or association, body of individuals whether incorporated or not, owning or assembling, or agreeing to own or assemble, whether by purchase or otherwise, land for development and to whom a license has been granted by the Authority;
- m) 'Project' means the proposed Township for which the Applicant intends to procure license;
- n) 'Turnover' means as defined under section-2(91) of the Companies Act, 1956/2013;
- o) 'U.P. Housing and Development Board' means the Board as defined under section-2 (d) of the Uttar Pradesh Avas Evam Vikas Parishad Adhiniyam, 1965;

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- p) 'Vice Chairman' means the Vice Chairman of the concerned Development Authority.

#### 1.2. Interpretation

- a) For the purpose of this MOU, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the feminine gender and vice-versa.
- b) References to a 'person' if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.
- c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this MoU.
- d) References to the word 'include' and 'including' shall be construed without limitation.
- e) Any reference to 'day' shall mean a calendar day.

#### 2. PURPOSE OF CONSORTIUM MOU

- 2.1 The purpose of this MoU is to specify the responsibilities of the Members towards the execution of the Project including land assembly, preparation of Detailed Project Report, securing of clearances, execution of development works, maintenance of services and management and disposal of properties and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this MoU.

#### 3. DURATION

- 3.1 This MoU shall come into force and effect on as of the date of signing of it by the Members. Unless otherwise terminated earlier, this MoU shall remain effective until the complete discharge of all obligations by the Members concerning the completion of the Project. The termination would be subject to clauses 13.5 to 13.8 of this MoU.

#### 4. COORDINATOR

- 4.1 The Members hereby understand and agree that there shall be a 'Lead Member' who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Members that for the purpose of the MoU M/s..... (Name of the Lead Member) has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation as specified in Schedule-1 and jointly and severally liable for the successful completion of the entire Project.
- 4.2 For the purpose of this MoU, the Lead Member shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this MoU.

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- 4.3 All instructions/communications from the Authority to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.
- 4.4 For the avoidance of doubt it is hereby clarified that the all Members of the Consortium shall be held individually responsible for the obligations mentioned in Schedule-1 regarding their specific roles and responsibilities undertaken by them under this MOU.

#### 5. RIGHTS AND OBLIGATIONS

- 5.1. For delivery of all Services as per provisions of the Development Agreement to be executed subsequently between the Applicant and the Authority; the Lead Member shall be primarily accountable and responsible.
- 5.2. The Lead Member shall be responsible for the transmission of any documents and information connected with the Project to the Members concerned.
- 5.3. The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MoU.
- 5.4. Each Member shall use reasonable efforts to perform and fulfil, promptly, actively and on time, all of its obligations under this MoU.

#### 6. RESPONSIBILITIES TOWARDS EACH OTHER

##### 6.1. (a) Each Member undertakes:

- (i) to promptly notify each of the Members about any significant delay in fulfilment of milestones in relation to the Project; and
  - (ii) to inform other Members of relevant communications it receives from third parties in relation to the Project.
- b) Each Member shall act in good faith and use reasonable efforts to ensure time-bound compliance of their obligations under this MoU and promptly act to correct any error therein as soon as it came into the knowledge.
- c) Each Member shall keep confidential all information of confidential nature, whether written or oral, concerning to this MoU and also abide by the terms and condition of the Development Agreement to be executed subsequently between the Applicant and the Authority.
- d) Each Member shall share with and disclose information to other Members including confidential information and documents as may be necessary for the Project. The Members hereby understand and agree that the information shall be used solely for the purpose of the Project and not for its own use or for any third party benefit.

#### 7. LIABILITIES

##### 7.1. Liability towards each other:

The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of this MoU.

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**7.2. Indemnification of a Member for each other:**

Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.

**7.3. Liability towards Third Parties:**

Subject always to such other undertakings and warranties as are provided for in this MoU, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/or knowhow.

**8. REPRESENTATION AND WARRANTIES****8.1 The Members hereby represent and warrant that:**

- a) They are duly organized and validly existing under the prevailing laws of India and have full power and authority to enter into this MoU and to perform their obligations under this MoU.
- b) This MoU constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this MoU and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Member is a party and by which the Members are or may be bound.
- c) Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this MoU.
- d) The Members have read, understood and agreed with the terms and conditions of this MoU.

**9. NOTICES**

- 9.1. Notices, demands or other communication required or permitted to be given or made under this MoU shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.
- 9.2. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post or courier at the given address

**10. ARBITRATION**

- 10.1. Any and all disputes or differences between the Members arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.
- 10.2. Any dispute arising in connection with this MoU which cannot be resolved by the Members in accordance with the terms of this MoU shall be settled by

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arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration.

#### 11. FORCE MAJEURE

None of the members shall be held in default in the performance of the obligation under this MoU, in the events of force majeure which without any limitation include war, civil, commotion, riots/ Act of God, Government Action. In the event of force majeure, the members of the Consortium MoU undertake to consult each other.

#### 12. TERMINATION OF CONSORTIUM MOU

This Consortium MoU may be terminated upon the arrival of the first of following events:-

- 12.1 Rejection of the application for grant of license by the Authority.
- 12.2 Upon exit from the Uttar Pradesh Township Policy subject to terms and conditions of the Policy.
- 12.3 Upon completion of the Project.

#### 13. MISCELLANEOUS

- 13.1 This MoU supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this MoU. In the event of any conflict between the terms of this MoU and the Development Agreement to be executed subsequently between the Applicant and the Authority, the terms of Development Agreement shall prevail.
- 13.2 Any provision of this MoU, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 13.3 This MoU shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.
- 13.4 The Schedule-I shall have the same force and effect as if expressly set in the body of this MoU and any reference to this MoU shall include the Schedule-I.
- 13.5 Any Member of the Consortium can only be changed with the prior approval of the Housing Commissioner/Vice Chairman subject to fulfilment of minimum financial capability of the Consortium. In case of change of any Member of the Consortium, amended MoU will have to be submitted and the Housing and Development Board/Development Authority will inform the applicant regarding its approval/rejection within 30 days.
- 13.6 Lead Member can only be changed with the prior approval of the committee under the Chairmanship of Principal Secretary/Addl. Chief Secretary Housing and Urban Planning Department, GoUP on recommendation of the Board of concerned Authority subject to completion of all development works under the first Development Agreement including construction of the prescribed number of houses for the Economically Weaker Section and Low Income Group

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families, development/construction of public amenities and development of village Abadies falling within the Project area as envisaged and approved under the project.

13.7 In case of any change in the members of the Consortium, an amended Consortium MoU shall be submitted to the Authority by the Lead Member.

13.8 No variation or modification to the terms of this MoU shall be made except as may be permitted by the concerned Authority.

IN WITNESS WHEREOF, the Members have entered into this MoU on the day, month and year first mentioned above.

1 Common Seal of .....has been affixed in my presence pursuant to the Board of Directors resolution dated.....  
Signature.....  
Name .....  
Designation.....

2 .....  
3 .....  
4 .....

For and on behalf of Lead Member:

.....

Name:.....  
Designation:.....  
Date: .....  
Seal:.....

WITNESSES:

1. Signature.....  
Name .....  
Address.....

2. Signature.....  
Name .....  
Address.....

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Schedule-1

Roles and Responsibilities of Each Individual Member of the Consortium  
(Refer Clause-4.1, 4.4 and 13.4)

(Describe the Roles and Responsibilities of each individual Member of the Consortium)

Sl. No.	Type of Member	Average Annual Turn Over (Rs. Crore)	Annual Net Worth (Rs. Crore)	Roles and Responsibilities
1	2	3	4	5
1.	Lead Member Name..... Address..... Phone No.....			
2.	Member-1 Name..... Address..... Phone No.....			
3.	Member-2 Name..... Address..... Phone No.....			
4.	Member-3 Name..... Address..... Phone No.....			
5.	Member-4 Name..... Address..... Phone No.....			
6.	Member-5 Name..... Address..... Phone No.....			
So on..... as required				
Total				

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DRAFT

**Format-6**  
**Development Agreement**

*(For Developer Companies/Consortium granted licences under the Uttar Pradesh Township Policy-2023)*

This Agreement is made on this..... day of..... two thousand..... between Uttar Pradesh Housing and Development Board constituted under the provisions of Uttar Pradesh Housing and Development Board Act, 1965/.....Development Authority, constituted under the provisions of the Uttar Pradesh Urban Planning and Development Act, 1973 through Sri.....its Commissioner/Vice Chairman, as the case may be, (hereinafter referred to as the "First Party", which expression shall unless the context does not so admit, include its successor) of the one Part,

And

M/s..... a Company registered under the Companies Act, 1956/2013 having its registered office at through Sri.....S/o.....R/o..... (hereinafter referred to as the "Second Party", which expression shall unless the context does not so admit, include its successor) on other Part,

Or

M/s.....a Company registered under Companies Act, 1956/2013 having registered office at..... M/s.....a Company registered under Companies Act, 1956/2013, M/s.....(and so on as required) having registered office at..... forming CONSORTIUM under MoU dated .....registered in the office of sub- registrar in Book number.....Vol. No.....Page No..... at Serial No..... on dated..... (hereinafter collectively referred to as "Second Party") on other part.

WHEREAS the Government of Uttar Pradesh hereinafter referred to as "GoUP" has issued the Uttar Pradesh Township Policy-2023 hereinafter referred to as "Policy" vide Government Order No. 1559/S-3-23-172 Vividh/2016, Dated 5th July, 2023 to promote and facilitate development of Townships with private sector participation;

AND WHEREAS the Uttar Pradesh Housing and Development Board/..... Development Authority has granted license to M/s.....for the development of Township at.....(Name of city/location);

AND WHEREAS the total land area of the proposed Township is..... acres and its Detailed Project Report (hereinafter referred to as the "DPR") submitted by the Second Party has been approved on..... by the First Party;

AND WHEREAS the Second Party has obtained approval of GoUP for purchasing/holding land in excess of 12.5 acres under the prevalent rules (as amended from time to time) of Uttar Pradesh Revenue Code-2006;

AND WHEREAS the land use of the proposed site conforms to the development of Township as per the Master Plan of.....for the purposes of Township.....(Name of city) or the land use has been converted by the GoUP for the purpose of Township;

AND WHEREAS the Detailed Layout Plan of..... phase of the proposed Township on..... acres has been submitted by the Second Party to the First Party for approval and the same has been approved by the First Party on ..... annexed as Annexure-I to this agreement.

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 Policy.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

<b>1. Definitions</b>	Unless the context otherwise requires the following terms shall have the meanings assigned herein when used in this Agreement:-	
	(a)	"Agreement" means this Development Agreement executed between.....and .....
	(b)	"Act" means Uttar Pradesh Urban Planning and Development Act, 1973/Uttar Pradesh Housing and Development Board Act, 1965.
	(c)	"Policy" means the Uttar Pradesh Township Policy-2023.
	(d)	"DPR" means the Detailed Project Report of the proposed Township at.....
	(e)	"Layout Plan" 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.
	(f)	GoUP means the Government of Uttar Pradesh.
<b>2. Project Execution</b>	The Second Party shall adhere to the following provisions for planned and time-bound execution of the Township project:-	
<b>(i) Start of Work</b>	(i)	The Second Party shall commence the development works immediately after execution of the Agreement. The date of signing of this agreement shall be treated as the date of start of work.
	(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 expenses.
	(iii)	The First Party will regulate unauthorized development/ construction within the licenced area.
<b>(ii) Implementation Schedule</b>	The Second Party shall adhere to the "Implementation Schedule" of internal and external development works as set out in the DPR	

	and shall complete all the development works in respect of the proposed Township within the approved project period or extended period subject to a maximum period of..... as laid down in the Policy from the date of signing of this Agreement.	
(iii) Specifications, Standards	The development and construction works shall be in accordance with the standards and specifications provided in the approved DPR and the Layout Plan.	
(iv) Disaster Management	(i)	The Second Party shall adhere to the GoUP Policies and the relevant BIS codes, guidelines and practices relating to disaster management in the development and construction works of the proposed Township.
	(ii)	The Second Party shall submit a certificate to the First Party regarding earthquake resistant execution of development and construction works duly signed by the Structural Engineer, Supervisory Site Engineer and Licensed Architect having prescribed qualification and experience as per prevailing GoUP policies.
(v) Development and Quality Control	The Second Party shall carry out the internal and external development and construction works in accordance with the standards and specifications laid down in the approved DPR and the Layout Plan. The execution, completion and certification of each development and construction work of the project shall be carried out by a mutually agreed licensed Architect and authorized Engineer.	
(vi) Connectivity Charges	(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 extended to the Second Party on payment of proportionate charges to the respective Government Agency.
	(ii)	If any major infrastructure notified by GoUP as Special Amenity, the Second Party shall pay Special Amenity Fee to the First Party, as per the section 15(2-B) of the Act.
(vii) City Development Charges	(i)	The Second Party shall pay City Development Charges for augmentation/strengthening of existing infrastructure. City Development Charges shall be paid by "Second Party" as per the "City Development Charge Rules-2014" at the time of approval of detailed lay-out plan of the Township.
3. Supervision of Development and Construction Works	The First Party shall supervise the implementation of project in accordance with and as per the 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	

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		the provisions of approved DPR and Layout Plan. The Second Party shall pay the inspection fee to the First Party as per section 15(2) of the Act.
4. Extension of Project Period		The Second Party shall complete the Township project within a period mentioned in clause-2 (ii) of this Development Agreement. Extension in the project period shall be permissible as per clause 3.16(2) of the Policy.
5. Provision of EWS and LIG Plots /Houses	(i)	The Second Party shall construct/develop 10 per cent of the total houses/plots for Economically Weaker Section (EWS) and another 10 per cent houses/plots for the Lower Income Group (LIG) families as per the norms and cost ceiling laid down in clause clause 3.13 (4) of the policy.
	(ii)	The second party shall earmark EWS and LIG Plots/Houses in the layout plan on such land which is in its absolute ownerships and free from all encumbrances.
	(iii)	The Second Party shall give the performance Guarantee against the construction of EWS and LIG plots/Houses as per clause 3.13(5) of the policy.
	(iv)	Allotment and sale of houses/plots for the above categories shall be made as per clause 3.13 (7) and (8) of the policy.
6. Extension of Services to Village Abadis	(i)	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 Township area as per the work plan sanctioned in DPR as per clause 3.14 (7) (a) of the Policy.
	(ii)	The Second Party shall pay the charges for the development of such village abadis which do not fall within the project area but the developer has purchased/ acquired land of that particular revenue village in accordance with clause 3.14 (7) (b) of the Policy.
7. Electricity Distribution		In case the Second Party undertakes distribution of electricity, it shall have to secure licence from Uttar Pradesh Electricity Regulatory Commission for this purpose
8. Provision of Community Facilities	(i)	The Second Party shall provide land for community facilities such as electric sub-station, police-station, fire station to the respective agencies as per the applicable GOs. Besides, land for other community facilities such as post-office, telephone exchange, school and hospital shall be provided by the Second Party as per the allotment and costing policy issued by GoUP from time to time.
	(ii)	The Second Party shall propose Community Facilities in

	the layout plan on such land which is in its absolute ownership and free from all encumbrances.	
9. Performance Guarantee	<p>To ensure timely completion of the project as per the provisions of the approved DPR and registration of transfer deeds of developed properties before handing over of properties to allottees, the Second Party shall either mortgage 20 per cent of the total saleable land in favour of the First Party or furnish Bank guarantee to the First party equivalent to the cost of 20% saleable land in accordance with the applicable rules/Acts. The mortgage deed shall be 'registered' and stamp duty as per Applicable Law shall be payable by the second party.</p> <p>The mortgaged land shall be released in proportion to the successful completion of various services to the functional stage, as per clause 3.11(1) of the Policy. If the Second Party leaves any development work incomplete, the same shall be completed by the First Party through sale of the land so mortgaged or through invocation of the Bank Guarantee.</p> <p>Provided that 20% saleable land shall not be required to be mortgaged as performance guarantee in case the entire project is registered in UPRERA by the Second Party within 90 days of execution of the Development Agreement.</p>	
10. Completion Certificate and handing over of services	(i)	The Second Party shall complete the development works within approved project period. It shall be mandatory 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/Scheme Area/Special Development Area/ Regulated Area, et-cetera.
	(ii)	Part completion certificate may be obtained by the second Party as per clause 3.8 (7) of the Policy.
	(iii)	After getting the completion certificate (part/full), the second party may sale the property created in the said pocket, but it shall not sell any land which is not under its absolute ownership.
	(iv)	The Second Party shall obtain a certificate regarding satisfactory completion of electric works from the Chief Electrical Inspector, Government of Uttar Pradesh at his own expense in and furnish the same to the First Party.
11. Registration of transfer deeds of properties	The Second Party shall ensure registration of transfer deeds of developed properties before handing over the possession to the allottees, failing which the money equivalent to the stamp duty and registration fees amount shall be recovered by the First Party through invocation of the Bank Guarantee or sale of mortgaged	

	land after giving notice to the Second Party.	
12. Stamp Duty and Free hold Conversion Charges	The Stamp Duty chargeable on the instrument relating to Township executed by the Second Party shall be borne by the Second Party or Transferee of Second Party, as the case may be, as per the Policy and freehold conversion charges shall be payable to the First Party as per the prevailing policy of the State Government	
13. Maintenance of Services	That a 'Joint Venture' agreement shall be executed between the parties for proper and regular maintenance of the developed township/project. One time maintenance charges and annual user charges collected from the allottee shall be deposited in an 'Escrow Account'. The Second Party shall carry out the maintenance works whereas Joint Venture shall supervise such works and ensure that the amount collected for maintenance is being utilised for the same purpose. The joint venture shall operate till the township is handed over to the local body.	
14. Restriction on Sub-letting	The Second Party shall not assign/transfer the said development permission or any permission or other benefit of this Agreement to any other person.	
15. Regulations and Directions Under the Act	Without prejudice to anything contained in this Agreement, all the mandatory provisions of the Zoning Regulations, Building By-laws and other Regulations and Directions for the time being in force, shall be binding on the Second Party.	
16. Compliance with Labour and other Relevant Laws	(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 by 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.
17. Conciliation and Arbitration	In the event of any dispute with regard to terms and conditions of this Agreement, the same shall be referred to the decision of Sole Arbitrator, to be appointed in writing by the Parties, or if they can not agree upon a sole Arbitrator, to the decision of three 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.	



<p>18. Litigation</p>	<p>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 and, therefore, shall not be arraigned as a party. 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.</p>	
<p>19. Indemnify</p>	<p>The Second Party shall indemnify the First Party against all loss, damages and liability that may arise or cause to First Party by any act, deed or omission of the Second Party or any officer or employee or agent of the Second Party.</p>	
<p>20. Force Majeure</p>	<p>(i)</p>	<p>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 pandemic 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.</p>
	<p>(ii)</p>	<p>The Second Party shall not claim extension of time mentioned in the preceding paragraphs beyond the period affected by the Force Majeure.</p>
<p>21. Communication</p>	<p>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 acknowledgement. In addition, such communication shall also be transmitted by fax/email.</p>	
<p>22. Jurisdiction</p>	<p>For deciding all the matters concerning the work in question, jurisdiction would be exclusively to the local Courts of Allahabad High Court.</p>	

IN WITNESS WHEREOF, ..... for and on behalf of the First Party and Shri ..... for and on behalf of the Second Party, have signed this deed on the day and year mentioned above.

Signature Of Authorised Signatory.....  
on behalf of.....(First Party)

Signature Of Authorised Signatory.....  
on behalf of..... (Second Party)

WITNESSES :

1.

2.

(Name and Address )

WITNESSES :

1.

2.

(Name and Address)



**FORMAT-7**

**Mortgage Deed (DRAFT)**

*(For Developer/Companies/Consortium granted licenses under the Uttar Pradesh Township Policy-2023, clause 3.11)*

This deed is made on this..... day of..... two thousand..... between Uttar Pradesh Housing and Development Board constituted under the provisions of Uttar Pradesh Housing and Development Board Act, 1965/.....Development Authority, constituted under the provisions of Uttar Pradesh Urban Planning and Development Act, 1973 through Sri.....its Commissioner/Vice Chairman (hereinafter referred to as the "Mortgagee", which expression shall unless the context does not so admit, include its successor) of the one part,

And

M/s..... a Company registered under the Companies Act, 1956/2013 having its registered office at through Sri.....S/o.....R/o..... (hereinafter referred to as the "Mortgagor", which expression shall unless the context does not so admit, include its successor) on other part

Or

M/s.....a Company registered under Companies Act, 1956/2013 having registered office at....., M/s.....a Company registered under Companies Act, 1956/2013. M/s.....(and so on) having registered office at..... forming CONSORTIUM under MoU dated.....registered in the office of sub- registrar in Book Number.....Vol. No.....Page No..... at Serial No..... on dated..... (hereinafter collectively referred to as "Mortgagor") on other part.

WHEREAS the Government of Uttar Pradesh hereinafter referred to as "GoUP" has promulgated the Uttar Pradesh Township Policy-2023 hereinafter referred as "Policy" vide Government Order No. 1559/8-3-23-172 Vividh/2016, Dated 5th July, 2023 to promote and facilitate private sector participation in the development of Townships with World-Class Infrastructure;

AND WHEREAS the Uttar Pradesh Housing and Development Board/..... Development Authority has granted license to M/s.....for the development of Township at.....(Name of city/location);

AND WHEREAS the total land area of the proposed Township is ..... acres and its Detailed Project Report (hereinafter referred to as the "DPR") submitted by the Mortgagor has been approved on..... by the Mortgagee;

AND WHEREAS the Detailed Layout Plan of the..... phase of the proposed Township on..... acres has been submitted by the Mortgagor to the Mortgagee for approval and the same has been approved by the Mortgagee;

AND WHEREAS the Mortgagor has signed a Development Agreement with the Mortgagee at the time of approval of Detailed Lay-Out Plan as provided in the policy;

AND WHEREAS as per clause 3.11 of the Policy, to ensure timely completion of the project as per the provisions of the approved DPR and registration of transfer deeds of developed properties

## Format-8

## ड्राफ्ट

समय विस्तार शुल्क की गणना हेतु विकसित क्षेत्र के निर्धारण के लिए ग्रेडिंग सिस्टम

[उत्तर प्रदेश टाउनशिप नीति-2023, प्रस्ताव-3.16(2)]

टाउनशिप के अंतर्गत मूलभूत भौतिक एवं सामाजिक अवस्थापना सुविधाओं के विकास के उपरांत किसी भी क्षेत्र को विकसित निर्धारित करने हेतु निम्नवत् ग्रेडिंग सिस्टम अपनाया जायेगा:-

क्र. सं.	अवस्थापना सुविधा का वितरण	आवश्यकता (युनिट/संख्या)	विकसित (युनिट/संख्या)	पूर्णांक	प्राप्तांक
1.	भौतिक अवस्थापना				
i.	सड़क निर्माण			20	
ii.	विद्युतीकरण (स्ट्रीट लाइट व ट्रांसफार्मर्स इत्यादि सहित)			20	
iii.	सीवरज का कार्य			10	
iv.	पार्क एवं खेल स्थल (रिनावाटर हाबेरिंग सहित)			8	
v.	जलापूर्ति (दृष्टक्रेत एवं ओवर हेड टैंक सहित)			5	
vi.	ड्रेनेज			5	
vii.	ग्राम विकास			2	
2.	सामाजिक अवस्थापना (ग्रुपड के रूप में)				
i.	नर्सरी/प्राइमरी/जूनियर/हाईस्कूल			2	
ii.	कम्प्यूटरी सेंटर			2	
iii.	सुविधाजनक दुकान			2	
iv.	स्वास्थ्य केंद्र/नर्सिंग होम			2	
v.	पुलिस चौकी			1	
vi.	उप डाकघर			1	
3.	समानुपातिक ई.डब्ल्यू.एस. एवं एल.आई.जी. बंदों का निर्माण			10	
4.	उच्च स्तरीय अवस्थापना सुविधाएं (योजना स्तर)				
i.	एम.टी.पी. का निर्माण			2	
ii.	विपुल सब-स्टेशन का निर्माण			2	
iii.	सिटी कालेज/उच्च स्तरीय शैक्षणिक संस्थान			2	
iv.	सेक्टरल शॉपिंग सेंटर			2	
v.	पुलित स्टेशन			1	
vi.	काथर स्टेशन			1	

- कोई भी क्षेत्र तभी विकसित श्रेणी में माना जायेगा, जब उपरोक्त ग्रेडिंग सिस्टम के अनुसार न्यूनतम 65 अंक प्राप्त होते हैं।
- उक्त ग्रेडिंग सिस्टम का उपयोग केवल विभिन्न शुल्कों के निर्धारण हेतु किया जायेगा। इसके आधार पर किसी क्षेत्र हेतु 'पूर्ण/आंशिक कम्प्लीशन सर्टिफिकेट' जारी नहीं किये जा सकेंगे।
- यदि किसी क्षेत्र विशेष के स्वीकृत तालपट मानचित्र में उपरोक्त तालिका में वर्णित कोई सामाजिक अवस्थापना सुविधा प्राविधानित नहीं है, तो उसके पूर्णांक अन्य सामाजिक सुविधा में समानुपातिक रूप से पुनर्विभाजित किये जायेंगे।