

**Memorandum of Understanding for the Development of
Hi-tech Township in Uttar Pradesh**

(For Developer Companies/Consortium selected under the Hi-tech Township Policy-2007)

This Memorandum of Understanding is made on this day of two thousand betweenUttar 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 Shri its Commissioner/ Vice Chairman (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 having its registered office at.....or Consortium registered on.....in the Sub-Registrar 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) of the Other Part.

WHEREAS on-going population growth and increasing urbanization are creating major development problems relating to provision of urban services and planned housing in urban areas 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 Government of Uttar Pradesh (hereinafter referred to as "GoUP") announced the Hi-tech Township Policy-2007 to promote and facilitate private sector participation in the development of Hi-tech Townships having world-class infrastructure vide Government Order No. 3189/ Eight-1-07-34Vividh/03, dated 16th August, 2007 which was revised by Government Order No. 3872/ Eight-1-07-34Vividh/03, dated 17th September, 2007 to fulfill the following objectives:-

- (i) to provide competitive hi-tech marketable estates with an attractive environment for high quality living, working and recreation;
- (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 Hi-tech Township Policy-2007, the High Level Committee (hereinafter referred to as "HLC"), constituted by the GoUP after evaluation of the proposal has selected the Second Party for the development of Hi-tech Township at (Name of city/location) 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 undertake further action for the development of Hi-tech Township.

NOW THIS DEED WITNESSES AS FOLLOWS: -

1. That the Second Party shall select the site for the development of Hi-tech Township in consultation with the First Party.
2. That the Second Party shall submit the proposal for purchase/acquisition of 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 MoU.
3. That the First party shall accord approval on the proposed site and submit the same 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 Collector of the District after examining the proposal, shall forward the same with recommendation to the GoUP for notifying under section-4 of the Land Acquisition Act, 1984 or section-28 of the Uttar Pradesh Housing & Development Board Act, 1965, as the case may be, within 30 days from the date of receipt of the proposal.
5. That as far as possible, land for the development of the Hi-tech Township shall be acquired through negotiation with the land owners. For this purpose, the entire land proposed for the Hi-tech Township shall be notified under section-4 of the Land Acquisition Act, 1894 or section-28 of Uttar Pradesh Housing & Development Board Act, 1965. The Second Party may purchase the land through direct negotiation with the land owners and the First Party shall provide necessary cooperation to the Second Party for acquiring land under the provisions of "Karar Niyamawali". Acquisition of land under the Land Acquisition Act, 1894 or the Uttar Pradesh Housing and Development Board Act, 1965 shall be carried out in special circumstances

only for such remaining pockets which are necessary for the integrated development of the Hi-tech Township and fall within the land purchased through direct negotiation and land acquired under the "Karar Niyamawali". Provided that the land acquired under the Land Acquisition Act, 1894 or the Uttar Pradesh Housing and Development Board Act, 1965 shall not exceed 25 per cent of the total area of the Hi-tech Township. The land acquired by the First Party under the provisions of "Karar Niyamawali" or the Land Acquisition Act, 1894 or the Uttar Pradesh Housing and Development Board Act, 1965 and transferred to the Second Party on 90 years lease for which stamp duty shall be borne by the Second Party.

Initially, the Second Party shall deposit 10 per cent of the estimated acquisition cost of the total land to be notified under section-4 of Land Acquisition Act, 1894 and requisite acquisition charges in excess of first 1500 acres of land. However, the Second Party shall not pay the acquisition charges on the land to be purchased through direct negotiation but pay 100 per cent value of land directly to the land owners. Thus, the excess charges deposited by the Second Party against the land purchased directly from the land owners, shall be adjusted towards the land acquired under the "Karar Niyamawali" or the Land Acquisition Act, 1894 or the Uttar Pradesh Housing and Development Board Act, 1965, as the case may be. In case of any dispute relating to land acquisition or increase of compensation by any Court in future arises, all financial liabilities shall rest with the Second Party. Besides that, 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.

6. That the land acquired by the First Party or other Government Agencies or under the process of acquisition or notified for acquisition by the First Party or other Government Agencies under section-4 of Land Acquisition Act, 1894 or under section-28 of Uttar Pradesh Housing and Development Board Act, 1965 for their own schemes, shall not be denotified/left in favour of the Second Party for the purposes of Hi-tech Township.
7. That to enable integrated development of the proposed Hi-tech Township, the land which presently vests with the Gram Sabha or belongs to the Scheduled Castes, Scheduled Tribes/Backward Classes, will be purchased/resumed/acquired in accordance with the prevailing rules with prior approval from the competent level.
8. That the authorization to purchase land in excess of 12.5 acres for the development of the Hi-tech Township as per provisions of section-154 of the Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950, shall be permissible with the approval of the High Level Committee subject to the condition that all development works shall be completed by the Second Party within the prescribed project period.

9. That after the development of land, 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 GoUP.
10. That if the site selected by the Second Party falls within the Development Area /Scheme Area/ Special Development Area/ Regulated Area or any other Area notified by the GoUP under any law and needs conversion of land use for the purposes of Hi-tech Township; the same shall be permitted by the State Government/Competent Authority in accordance with law. Similarly, if the site selected by the Second Party falls outside the limits of the Development Area/Scheme Area/Special Development Area/Regulated Area or any other Area notified by the GoUP under any law, it shall be brought under the statutory limits of the respective Development Area/Scheme Area/Special Development Area/Regulated Area or any other Area notified by the GoUP under any law by following the due process of law. Conversion of land use for the proposed site shall be completed according to law for which land use conversion charges as prescribed by the GoUP shall be payable by the Second Party to the First Party. However, conversion of use of land reserved for infrastructure viz. roads, water-works, S.T.P., electric sub-station, solid waste disposal sites, other community facilities, parks and open spaces/green belt, et-cetera proposed in the Regional Plan/Master Plan/ Zonal Development Plan, shall not be permissible and these would be developed and constructed in accordance with the proposals of the above Plans.
11. That the Second Party shall comply with the following land use planning norms and regulations in the preparation of Conceptual Plan and Detailed Project Report (DPR) of the proposed Hi-tech Township:-
- (a) Development Area average density shall be 150 to 200 persons per hectare.
- (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)	8-10
4.	Public and Semi-public	8-10
5.	Recreational	3-5
6.	Green Cover/ Parks, Open Spaces, Playgrounds & Water Bodies	15-18
7.	Transport and Communication	18-20
	Average	100

- (c) Zoning Regulations as applicable in the respective Development Area/Scheme Area/Special Development Area/Regulated Area or any other Area notified by the GoUP under any law shall be followed.
 - (d) Building Bye-Laws as applicable in the respective Development Area/Scheme Area/Special Development Area/Regulated Area or any other Area notified by the GoUP under any law shall be followed.
 - (e) Prevailing density norms shall not be applicable to the housing for the Economically Weaker Sections and Low Income Groups.
12. That the second party shall earmark land for such uses as; residential, commercial, industrial (non-polluting), public and semi-public facilities, traffic and transportation, parks and open spaces/green cover, recreation, et-cetera in the land use plan of the proposed Hi-tech Township. Besides, provisions shall also be made for world-class infrastructural facilities, viz. roads, water supply, drainage, sewerage, electricity, traffic and transportation system, integrated solid waste management, modern communication system, et-cetera.
13. That the 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, provision of important infrastructure facilities and development and construction works of the proposed Hi-tech Township.
14. That the Second Party shall prepare and submit a Conceptual DPR of the proposed Hi-tech Township to the First Party within 180 days from the date of signing of this MoU. The DPR shall comprise of broad layout plan, land use plan, infrastructure services development plan, standards and specifications, resource mobilisation, property management, and operation and maintenance details, et-cetera. Besides, the DPR shall contain phasing of development of the proposed township indicating time-schedule for commencement and completion of each phase. A committee constituted under the chairmanship of Housing Commissioner/Vice Chairman of concerned Development Authority shall examine the DPR and submit its recommendations to the Board for approval. The Board of the respective Government Agency shall take decision regarding approval of the DPR within 30 days from the receipt of the recommendations of the above committee.
15. That the DPR shall be approved as a Conceptual Plan and the Second Party shall neither be entitled to any legal right for the implementation of the Project merely on the basis of approval of the conceptual DPR nor shall have the right to allot, sale or lease plots/buildings/flats/other properties or accept advance money. Launching, booking, et-cetera under the project shall be permissible to the Second Party only after availability of land and approval of the detailed lay out plan. However, the Second Party shall be free to accept public deposits and utilise the same in accordance with

relevant regulations of the Reserve Bank of India. Moreover, if the Second Party is entitled to accept public deposit in accordance with law, then the Second Party itself shall find out the substitute to convert it into authorised public deposit.

16. That the Second Party shall submit the detailed layout plan to the First Party for approval only after purchase/acquisition of 60 percent land in every phase, subject to minimum of 300 acres, because it will be possible to develop a self-contained neighbourhood/sector with all facilities for about 25,000 population on 300 acres of land. However, it will be necessary to purchase/acquire more than 300 acres of land for approval of detailed layout plan in every subsequent phase so as to ensure completion of all the development works of 1500 acres of township in maximum three phases. In case township area exceeds 1500 acres, the procedure for approval of detailed layout plan will be the same; however, development of the township may be completed in four phases if the township area is more than 1500 acres but up to 3000 acres, and maximum five phases if the township area is more than 3000 acres.
17. That the Second Party shall enter into a 'Development Agreement' with the First Party at the time of approval of the detailed layout plan. The First Party shall sanction the detailed lay out plans of subsequent phases only after remaining land has been purchased/assembled by the Second Party and separate Development Agreement shall be executed for each phase.
18. 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 shall be permissible with the approval of the HLC. Furthermore, if there is any unavoidable delay in providing connectivity to off-site infrastructure, viz. road, drainage, sewerage, electricity, water supply, et-cetera, extension in the project period would also be permissible with the approval of the HLC. In case the development works of the township are not completed within five years or the extended project period and if the Second Party is held responsible for this delay, then the Second Party shall have to pay specified sum to the First Party for above said delay in accordance with the provisions of the Development Agreement.
19. That it will be compulsory for the Second Party to ensure registration of transfer deeds of developed properties before handing over of 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.

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 submit legal undertaking to mortgage 25 percent of the total saleable land in favour of the First Party. For this purpose a mortgage deed shall be executed in accordance with the provisions of prevailing rules/Acts and the mortgage deed shall be registered. The mortgaged land shall be released in proportion according to the successful completion of various services to the functional stage and registration of transfer deeds of developed properties in favour of allottees. 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.

20. That the Second Party shall carry out the internal and external development works at its own expense as per the standards and specifications laid down in the approved DPR. However, connectivity to trunk services such as road connection, drainage and sewage disposal, water supply, electricity, solid waste management or any such other community facilities may be extended to the Second Party by the respective Government Agency on payment of actual cost plus 15 per cent supervision charges thereon. If 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 HLC would be necessary.
21. That since infrastructure services of the main city will also be used by the population of the proposed Hi-tech Township, which would increase pressure on the existing services; therefore, Second Party shall pay City Development Charge for augmentation/strengthening of existing infrastructure at the rate of Rs..... per acre.
22. That the First Party shall have the right to supervise the implementation of the 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 the Hi-tech Township to ensure that they are as per the provisions of approved DPR. The Second Party shall pay the prescribed inspection charges to the First Party as per the prevailing policy of the GoUP.
23. That the Second Party shall provide land for community facilities such as electric sub-station, police-station, fire station, post-office, telephone exchange, et-cetera and construct these facilities as per the norms and make them available to the respective departments free-of-cost through the First Party.
24. That the Second Party shall construct 10 per cent of the total houses/plots for the Economically Weaker Section and another 10 per cent houses/plots for the Lower Income Group families as per the norms and cost ceiling

prescribed by the First Party. Allotment of houses/plots for these categories shall be made by a committee constituted by the Housing and Urban Planning Department, GoUP under the chairmanship of the Housing Commissioner/Vice-Chairman of the respective Government Agency. The Second Party shall sell the houses/plots to the persons to whom houses/plots have been allotted by above said committee.

25. That the Second Party shall provide basic infrastructure such as roads, drainage, water supply, sanitation and electricity, et-cetera free-of-cost to the village abadies falling within the proposed Hi-tech Township area. The beneficiaries will pay user charges to the service provider/ Second Party. If the Second Party undertakes distribution of electricity, it will have to secure licence from the Uttar Pradesh Electricity Regulatory Commission for this purpose.
26. That the proposed Hi-tech Township shall be environmentally sustainable, i.e. the Second Party shall make appropriate provisions for conservation of water and power, pollution control and maintenance of green cover in the land use planning, development/construction works and operation and maintenance of the proposed Hi-tech Township. 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.
27. That the Second Party shall obtain all legal, statutory and other no objection certificates required under the rules for the proposed Hi-tech Township from the respective Competent Authorities.
28. That if required, the permission for generation of power for the proposed Hi-tech Township, shall be permissible in accordance with the prevailing Energy Policy of the GoUP read with Electricity Act, 2003 and Uttar Pradesh Electricity Regulatory Commission Rules.
29. 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 till it is handed over to the Local Body. The Second Party shall declare the annual/one-time maintenance expenditure at the time of booking/allotment of properties along with details of services for which maintenance expenditure is being charged and the DPR will contain explicit provision regarding the same. 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.
30. That the Second Party shall adhere to the concept and features of Hi-tech Township as outlined in the original proposal submitted by it to Awas Bandhu Uttar Pradesh at the time of selection.

31. That any issue which is not covered under this MoU, shall be remedied as per the provisions of the Hi-tech Township Policy-2007 and the prevailing laws of the land.

32. That the First Party reserves the right to make such amendments, additions and alterations or modifications in the terms and conditions of this MoU as may be considered just and expedient in the public interest.

33. 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 delay.

(b) The Second Party shall not claim extension of time mentioned in the preceding paragraphs beyond the period affected by the Force Majeure.

34. 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.

35. 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 acknowledgement. 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 Party

(1) Witness.....

Address.....

(.....)

Seal

For and on behalf of Second Party

(2) Witness.....

Address.....