

AGREEMENT FOR LAND GIVEN ON LICENCE FOR  
DEVELOPMENT

PURPOSE

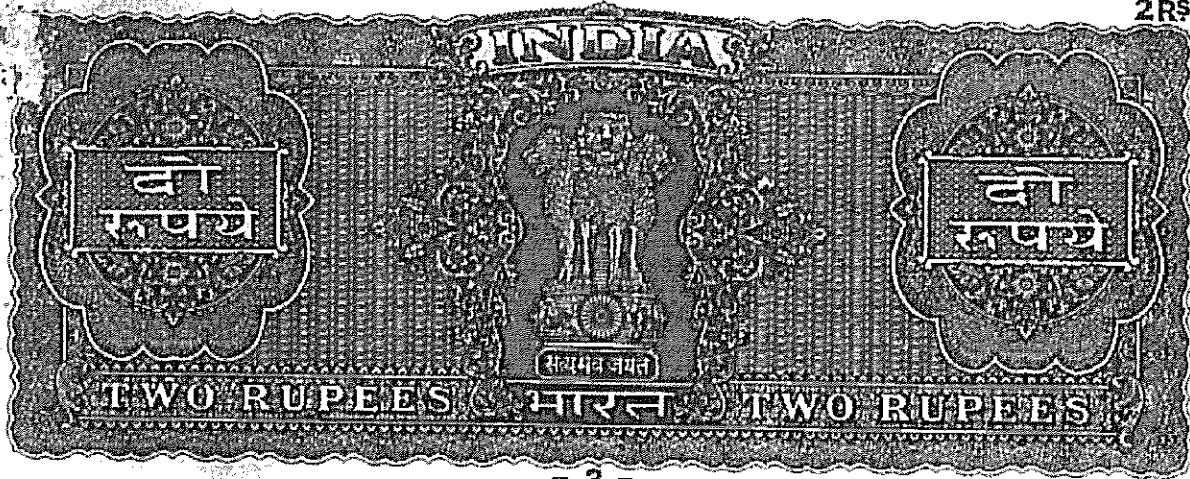
For speedy development of the City and to meet the growing demand of houses for the public, it has been decided to give land on licence basis to Private Builders for development and construction of houses as per norms of Master Plan.

LOCATION & ALLOTMENT

To achieve the above object and purposes, land in Raksha Khand in Rae-Bareilly Road Scheme of LDA has been allotted to M/s Eldeco Housing & Finance Ltd., First Floor, Pragati Kendra, Aliganj, Lucknow through allotment letter No. 558/CA/ST dated 13-3-1987. The area as per attached map (ANNEXURE -A) is 61.9 Acres (25.05 Hectares) *Twenty five and 9 decimal Zero five hectares.* NOW this Agreement made this *21st* day of *July*, 1988 in the year One thousand Nine hundred eighty eight between M/s Eldeco Housing & Finance Ltd, Lucknow, hereinafter called the Builders (which expression shall, unless the context otherwise requires include their heirs, executors, administrators and permitted Assigns) on one part, and Lucknow Development Authority, hereinafter called the Authority (which expression shall, unless the context otherwise requires, include its successors and assigns) on the other part, does hereby provide as follows.

- 1.1. <sup>Cost of Land & Services</sup> The land to be given to private builder was *2* *10* ~~owned~~ by the State Government for the Lucknow Development Authority and the compensation for the Eldeco Housing & Finance Ltd.

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Chairman



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same is being given by the Authority, in addition to other overhead expenses and further the private builder shall be authorised to allot plots/houses on their terms and conditions and would also realise costs of such plots/houses straight away from the prospective allottees, hence costs as per terms indicated below shall be collected from the builder at the time of giving land to them for such development in licence. 2/10

1.2. The cost of land is Rs. 40.00 per Sq Mt. It includes the cost of land and social services only. In view of representation given by M/s ELDECO Housing & Finance Ltd, for reconsideration of above cost of land vide their letter No. LD/G/58 dated 12 July'88 the matter will again be put up before L.D.A Board for final decision.

1.3. The above cost does not include the cost of External Development work, viz. roads, sewerage, storm water drains, disposal services, etc. which shall in no case will exceed Rs. 37.50 per Sq.mtr. In addition, the above cost does not include the cost of H.T. Electric Lines (including Transformer and Sub-stations) and lighting of Zonal Roads which has been tentatively taken as Rs. 9.90 per sq. metre. However this cost will be as per actual expenditure by LESU and in no case will exceed Rs 9.90 per Sq.Mtr. the difference shall be payable by the builder. The cost of External Development Services does not include the cost of land

(DIYAKAR TRIPATHY)  
Secretary  
Lucknow Development Authority

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for zonal roads, which shall also be borne by the Builder for the proportionate area of ~~2.45~~ <sup>2.45</sup> hectares in Raksha Khand. E  
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1.3A. Lucknow Development Authority will float tenders as per its rules and procedures and Eldeco Housing & Finance Ltd. will be free to participate in the tender. With all things remaining same, Eldeco Housing & Finance Ltd. will be given preference to carry out the work of external development.

1.4. In the event of any subsequent change in the areas mentioned in the above paragraphs, necessary adjustments shall be made accordingly.

~~1.5. As a part of internal development, the Builder will also provide basic amenities in the village falling in the above Khand.~~

1.6. If the Lucknow Development Authority has to pay increased amount of compensation in the future on account of decisions of Courts/Tribunals, for the land given to the private Builders, the same shall be recoverable as per conditions of the lease deed (a copy of which is enclosed as per ANNEXURE-G) to be executed between allottees of the Private Builder and the Lucknow Development Authority.

## 2. Mode of Payment

2.1. The cost of land, as mentioned in paras 1.2, <sup>2.1.2</sup> above shall be payable as follows :- E

~~2.1.3.~~

- a) 10% of the cost shall be payable within 45 days, from the date of issue of Allotment order, failing which allotment shall be cancelled. N
- b) 15% of the cost shall be payable within 90 days after expiry of period given in (a) above.
- c) The balance cost i.e. 75% shall be payable in five half yearly instalments, after date of work order or possession of land, whichever is later.
- d) At the time when the respective instalment are due, if it is found that more than 15% of the amount previously deposited has not been utilized on external development works and payment of compensation by LDA, the Vice-Chairman, may allow relaxation in the payment schedule.

2.2 The above cost shall be payable through Bank Draft in favour of Secretary, Lucknow Development Authority.

## 3. Interest

If the cost as covered in clause 2.1.(a) is not paid as per schedule given in para 2 above, interest at the rate of 18% per annum shall be charged. The maximum limit for charging interest shall be six months, after which allotment shall be cancelled and action shall be taken as per provision of para 17. E

## 4. Approval of Scheme

After examination of the Scheme, submitted by the Builder, and approval of the Vice-Vice- Chairman, Lucknow Development Authority, the Builder shall be intimated accordingly within 30 days from the date of receipt of scheme, provided there are no objections.

(DIVAKAR TRIPATHI)  
Secretary

Lucknow Development Authority

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5. Submission of Bank Guarantee

The Builder has furnished a Bank Guarantee for 29.40 Lakhs being 25% of the tentative cost of internal development. After approval of the scheme and finalisation of layout, the correct amount of internal development shall be worked out and accordingly the actual cost of Bank Guarantee shall be worked out and a Bank Guarantee for the difference if any, shall be furnished by the Builder within 30 days from the date of issue of such letter.

6. Possession of land

Possession of raw land will be transferred to the builder concerned soon after issue of work order. However, the builder can carry out survey of the land given to them before issue of Work Order but after issue of the Allotment Order.

7. Maintenance of accounting records.

7.1 The Builder shall maintain accounting records in the requisite form.

7.2 The accounts so maintained shall be got audited annually by a Chartered Accountant within three months from the date of closing.

7.3 The Builder shall be required to furnish a copy of the audited balance sheet of the project within six months from the date of closing of accounts.

8. Period of completion of the scheme

The period for completion of the scheme shall be a maximum three years, which shall be reckoned from the actual date of work order or possession of land whichever is later, subject to the provision in following para 10.5.

9. Proportion of Houses in the Scheme

9.1. Minimum of 70% of the total plots shall be used by the Builder for construction of houses. This stipulation regarding house construction shall also include EWS houses. However, in case of inability to dispose off the above percentage of houses (other than EWS) within 18 months of the date of possession, the Builder may make an application to the Vice-Chairman, Lucknow Development Authority, for relaxation of the above stipulation, and if the application is found correct and the grounds sufficient, he may be permitted the sale of plots upto 50% of the total number.

9.2 The percentage of EWS houses shall be 40% of the total units in the layout. All EWS houses shall be single storeyed according to LDA norms and at a location agreed to the Vice-Chairman, Lucknow Development Authority. 50% of the EWS houses shall be made available by the Builder to the LDA within 2nd year but not before the end of 1st year and the remainder within 3 years of the Work Order.

9.3. The cost of EWS houses, as constructed by the Builder, will be reimbursed by LDA to the Builder upto a maximum extent of Rs 15,000/-, inclusive of cost of land or the ceiling fixed by the HUDCO, whichever is higher, according to the programme

(DIVAKAR TRIPATHI)

Secretary

Lucknow Development Authority

Chief Executive Officer

9.4. The Builder shall construct EWS houses as per specifications & conditions given in ANNEXURE-B.

9.5. The plot area of EWS houses will be in the range of 27 Sq.mt. to 36 Sq.mt. The sale price of the EWS houses, inclusive of land, shall not exceed Rs 15,000/- or HUDCO's limit whichever is higher.

9.6. The layout plan and building ~~and building~~ plan in respect of EWS houses, with a brief note of the scheme, shall be submitted by the Builder to the Lucknow Development Authority, on the basis of which a loan for the above work will be got sanctioned by LDA from HUDCO.

9.7. The registration and allotment of the EWS houses shall be done by the LDA after obtaining complete information from the Builder.

9.8. Within one month from the date of completion of construction of EWS houses, the Builder shall furnish the details of cost to the LDA.

9.9. The recovery of the sale price with the interest from the allottees of EWS houses shall be made by LDA as per their existing procedure.

10. Allotment of houses/execution of Lease Deed etc.

10.1 The allotment of houses/plots, other than EWS houses, shall be done by the Builder as per their allotment rules.

10.2 The allotment of the EWS houses shall be done by the LDA.

10.3. Possession of land to allottees of the Builder shall be given only after a lease Deed is executed between the Lucknow Development Authority and the allottee. However, the Lease Deed shall not be executed before the completion of the roads and also before the expiry of a period of one and half years from the date of work order.

10.4 The allotment of land for Primary Health Centres shall be done by Lucknow Development Authority. The disposal of land ear-marked for other public facilities will be done by the Builder.

10.5 If all the houses are not disposed of within a period of 1 1/2 years reckoned from the date of work order, an extension of time may be granted by Vice-Chairman, Lucknow Development Authority if the grounds are found genuine.

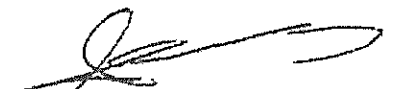
11. Provision of Public facilities/conveniences.

The Private Builder shall provide developed sites for community centre, primary health centre, police outpost etc., in the land given to them according to norms of Lucknow Development Authority. The cost of raw land provided for primary health centre will be deducted from the instalments payable by the Builder. The disposal of school plots shall be done by the Builder as per terms mentioned in annexure 'C'. Consent of Vice-Chairman, Lucknow Development Authority, will be obtained regarding selection of

(DIVAKAR TRIPATHI)

Secretary

Lucknow Development Authority



12. Provision of Commercial use of land

12.1 Maximum 2% of the total area may be used for commercial purpose.

12.2 In addition of para 12.1 maximum one percent of the total area may be used for providing shops at scattered places in the scheme.

13. Norms and standard for plotted development

Norms and standard for plotted development are given in Annexure 'D' & revisions if any shall be applicable.

14. Layout plan for external services & specifications for internal services

14.1 The layout plan for external sewerageservices is attached herewith as per Annexure-'E'

14.2 The specifications regarding internal services are given in Annexure 'F'.

14.3 If land in one scheme is allotted to more than one builder by LDA, the co-ordination of layout plans shall be done by LDA.

15. Inspection of works and direction by LDA

In order to monitor the progress of work, the LDA officers concerned with the work shall have right to inspect the development works/constructions of EWS houses and shall have power to issue directions.

16. Sub-letting of works.

16.1 The builder shall have no right to sub-let the work licence.

16.2 If it is noticed that the licence has been illegally sub-let by the Builder, the Vice-Chairman, LDA, shall have the right to cancel the Allotment and revoke the Agreement and he may take any other actions as he deems fit.

17. Cancellation of allotment/revocation of agreement.

17.1 If it is noticed that the Builder has violated any condition of these 'Terms & conditions' or of the Agreement etc., or that the work is not being carried out according to plans and specifications as approved by LDA/and/or the work is not progressing as per time schedule mentioned in the Work Order, the Secretary, LDA, shall issue a notice to the builder for rectification of any lapses within 10 days time.

17.2 If the builder fails to comply with the conditions given in the notice issued, the Vice-Chairman, LDA, shall issue a further notice to afford an opportunity to the builder to show cause within 30 days as to why the allotment should not be cancelled and Agreement revoked.

17.3 After receipt of the reply to the notice and hearing the builder, the Vice-Chairman, LDA, may take necessary decision.

17.4 In the event of cancellation of allotment, except in the case of cancellation under para 2.1 (a), or revocation of Agreement, the remaining work of any kind will be done by LDA, the cost of which will be recovered from the Bank Guarantee, or any other amount recoverable from the allottees or the proceeds from any other unallotted land. In case these amounts are found in sufficient, the balance will be recovered from the builder's share of land revenue.

17.5 In addition to the above recoveries, as mentioned in para 17.4 a penalty equal to 10% of the value of remaining works to be carried out by the LDA shall be enforced on

  
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the builder. After adjusting the above amount, the balance, if any from the amounts recovered/recoverable from the allottees or from the unallotted land shall belong to the Builder. The Builder shall not dispose of any unallotted land by themselves. The actual cost of the same, ie. existing in LDA at the time of allotment, shall be paid by the LDA to the Builder and its disposal shall be done by Lucknow Development Authority.

18. Completion certificate

18.1 A certificate regarding satisfactory completion of electric works shall have to be obtained by the Builder from the Chief Electrical Inspector to Government, U.P. and furnished to the LDA, at his own expenses.

18.2 After completion of houses and internal services to the satisfaction of LDA, the builder shall be issued completion certificates from LDA within 60 days provided no objections have been raised.

18.3 A certificate regarding structural stability of the houses constructed by the Builder shall be obtained by the Builder from his architect/Engineer and shall be furnished to LDA. This certificate shall be submitted by the Builder before completion certificate is granted by LDA.

19. Handing over of colony to respective departments.

19.1 Before issue of completion certificate by LDA, the builder shall hand over the internal services to the respective departments, with the assistance of LDA.

19.2 Till the time of handing over of services to the respective departments, the maintenance thereof shall be done by the builder at his own cost.

19.3 If the Builder fails to maintain the services, the LDA shall have the right to maintain such services, and whatever expenditure is incurred in maintaining them shall be recoverable from the Bank Guarantee.

20. Defects in internal service.

If any defect in internal services is noticed before handing over of services to the respective departments, the Builder shall be responsible for removing these defects.

21. Releasing of Bank Guarantee.

After issue of completion certificate by LDA to its satisfaction, the Bank Guarantee shall be released within 30 days of the application to the Builder to the effect. Release of a portion of the Bank Guarantee after completion of proportionate work may be considered in special circumstances at the appropriate time by the Vice-Chairman, Lucknow Development Authority.

22. Other Conditions.

22.1 The Builder shall mention specifically in the rules of registration of houses made by them <sup>that</sup> at the land has been given by LDA to them and the conditions of lease as fixed by LDA shall be applicable. The allottees shall have to pay lease rent as per conditions of LDA.

22.2. The Builder shall <sup>submit</sup> as licensee of LDA. This licensee shall <sup>submit</sup> and remain in force only till the completion certificate is issued by LDA. It is only on personal

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basis and would not create any right either of the Builder concerned or his/their respective heirs or assignees in any part of land as given to the Builder for development and construction of houses. In case of demise of the Builder, his/their legal heirs may continue till completion of work subject to approval of Vice-Chairman, Lucknow Development Authority, Lucknow.

22.3 The possession of raw land shall be given to the builder on the basis of 'as is where is' and no levelling of land shall be done by LDA.

### 23 DEVELOPMENT WORKS RELATING TO ELECTRICAL SERVICES.

23.1 To meet the Load requirement of the specified area of Rae-Bareilly Road Yogna, in which Raksha Khand have been placed under the builder for development of housing colony, by LDA as per this agreement, a requisition has been made on UPSEB for laying of electric supply lines and UPSEB has agreed to lay <sup>33</sup> KV line and construct <sup>33/11</sup> KV electric sub-station as a deposit work the <sup>tentative</sup> cost of which has already been included in External Development Charges. The scheme as envisaged is shown in Annex-<sup>4</sup> ~~ure-4~~.


23.2 UPSEB has permitted LDA to draw 11 KV lines and fixtures in the housing project area of Rae-Bareilly Road Yogna to facilitate distribution of electric supply on terms and conditions specified by them. LDA will lay 11 KV net work on Zonal Road and street lighting shall be provided on centre divides of the Zonal Road in the area under the Sub head 'External Development Works'.

23.3 For External (Electrical) Development Work, a schematic design for the L.T. net work including the approach 11 KV <sup>spur</sup> ~~sup~~ lines to be drawn from the main 11 KV net work to distribution Transformer will be submitted by the Builder to UPSEB for clearance. Any modification suggested by UPSEB will be incorporated before commencement of work.

23.4 Where the Builders decide to take up the work of laying L.T. net work and 11 KV spur lines referred to in para 2 above after approval from UPSEB, they will get the net work inspected the authority concerned, make payments of inspection charges and handover the entire net work to UPSEB as may be prescribed by UPSEB. These works shall be carried out with no involvement of LDA in these works whatsoever.

23.5 In case UPSEB does not authorise the Builder to undertake the work specified above on the plea that they are not authorised by the Government to lay electrical lines and fixtures in public place, the Builder will requisition the services of either UPSEB or LDA to undertake the above work as a 'deposit work' on their behalf.

23.6 In case the Builder designates LDA to undertake the above work, they shall submit the scheme of L.T. Electrification and H.T. spur lines to energise the distribution transformers, for clearance by UPSEB and would make such modification as may be desired by UPSEB for clearance of the scheme.

  
DIVAKAR TRIPATHI  
Secretary  
Lucknow Development Authority

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Chairman



23.7 On clearance of the scheme by UPSEB, LDA will prepare an estimate of cost on prevalent approved rates of the LDA. The estimate will include 10% (ten percent) of the estimated cost as supervision charges and 5% (five percent) as inspection charges be paid to UPSEB but will exclude inspection fees to be paid to Electric Inspectorate to Government which will be charged separately.

23.8 LDA will float tenders as per its rules and procedure and the Builder will be free to participate in the tender, and with all things remaining equal, the Builder will be given preference to carry out the work.

23.9 In case the Builder is awarded the contract, he will be called upon to pay the deposit amount or execute an agreement as per rules of LDA.

23.10. In case the work is allotted to some other Agency, the Builder will make payment of the estimated amount as deposit in instalments, commensurate with the instalments as laid at para 20 of the main agreement. These deposits will be adjusted at the final drawing up of the account and the balance if any, <sup>and a</sup> will be settled within one month of submission of the final account. Q

23.11 On completion of the work, LDA will get the lines and fixtures inspected by the Electrical Inspector and UPSEB to facilitate handing over the works to UPSEB. Any discrepancies and faults in construction pointed out by the inspecting authorities shall be rectified at the cost of the Executing Agency.

#### 24. ARBITRATION

If any dispute arises regarding any matter between the Builder and Lucknow Development Authority, the decision of the Chairman, Lucknow Development Authority, shall be final and binding on both the parties.

#### 25. JURISDICTION

For deciding all the matters concerning the work in question, jurisdiction would be exclusive to the Courts at Lucknow.

(DIVAKAR TRIPATHI)

Secretary

Lucknow Development Authority

For the Secretary, LDA

*[Signature]*

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENCE AND A DUPLICATE THEREOF TO BE SIGNED ON THEIR RESPECTIVE BEHALF BY THEIR DULY AUTHORISED OFFICIALS, AT THE PLACE AND ON THE DATE FIRST HEREIN BEFORE WRITTEN.

WITNESSES

1. Signature.....  
 Name.....**Vinod Saha**  
 Age.....**30**  
 Designation.....**Dy. Comm.**  
 Residence.....**CC-1, SHARABAZAR CHATT.**  
 Date.....

For and on behalf of the  
 Lucknow Development Authority,  
 Shri.....**(DIVAKAR TRIPATHY)**  
 Designation.....**Secretary**  
 Date.....**Lucknow Development Authority**  
**21.7.88**

2. Signature.....  
 Name.....**Col. S.R. Prasad**  
 Age.....**48 years**  
 Designation.....**Vice President (V) ELDECO**  
 Residence.....**H. No. 1, E. Sec-1, Aliganj**  
 Date.....**21.7.88**

For and on behalf of the  
 Private Builder  
 Shri.....**Shri. Kameshwar Singh**  
 Designation.....**Chairman**  
 Date.....**21.7.88**