भारतीय गैर न्यायिक

एक सौ रुपये

Rs 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

20

30 DEC 2015

उत्तर प्रदेश UTTAR PRADESH

AGREEMENT

CZ 187939

THIS AGREEMENT FOR Joint Venture is executed on this 12 Day of JANUARY -2016, by and between U.P STATE TRANSPORT CORPORATION, having its Head office at Lucknow THROUGH ITS REGIONAL MANAGER UPSRTC, KANPUR Zone being delegated by the Managing Director through letter no. 08/वी/डीए/पूर्त/16 dated 11-01-2016 (hereinafter called the **"OWNER"**) of the **FIRST PART**.

AND

KANPUR DEVELOPMENT AUTHORITY having its registered office at Motijheel Kanpur (u.p.), through its VICE CHAIRPERSON Ms. JAYASHREE BHOJ (hereinafter called the **DEVELOPER**) of the **SECOND PART.**

WHEREAS the first party is the owner of land with building bearing Corporation No. _____ situated at Vikas Nagar, measuring 17.10 acre approx currently having its land use a depot & workshop , more specifically detailed in the schedule of property given at the foot of this deed (hereinafter referred to as "said property") AND

WHEREAS the first party in order to derive optimum utility from the said land intended to do Re-development of this land by way of constructing multi storeyed Residential buildings, a Bus Station and a few 1BHK housing for their employees on the said property.

AND WHEREAS due to lack of Technical Expertise, financial resource, and in house skilled man power for project Marketing etc, the first party has not been able to develop the same on its own .

AND WHEREAS the second party is one of the reputed Development Authority under control of Housing Department of Govt of U,P. has agreed to join hands with first party towards fulfillment of said object subject to terms and conditions setforth/enumerated in this agreement.

NOW IT IS HEREBY AGREED, DECLARED AND COVENANTED BETWEEN THE PARTIES AS UNDER :

(A) General Terms & Conditions:

1. The OWNER is in possession of Approx. **17.10 acres (69232.00 sqm)** of land near Vikas Nagar allotted by Kanpur Development Authority.
2. That the OWNER after completing the pending formalities with 'DEVELOPER' regarding land's ownership , shall transfer a clear title of 54532.00 sqm out of the demised property measuring **17.10 acres (69232.00 sqm)** for the purpose of development and construction of multi storyed residential and commercial buildings.
3. The OWNER will retain the ownership of balance land i.e. 14700.00 sqm for the development of Bus Station over 11500.00 sqm and Staff Housing over 3200.00 sqm complex .
4. That the Development plan/building plans for the proposed complex shall be got prepared by the DEVELOPER at its own level. The Plans so prepared will

be open for suggestion and changes to the OWNER. The approval/agreement of both the parties over the development plan will be necessary. However it is specifically agreed that DEVELOPER shall construct the building strictly according to plans approved by both and there shall not be intentional deviations from the plans.

5. That the necessary NOC's and clearances for the project will be taken by DEVELOPER at its own cost. All such expenses will be part of the project. After obtaining such permissions/clearances/santions/NOCs, the DEVELOPER will inform to the OWNER in writing.

6. That the DEVELOPER will develop and construct the multi storyed building cum commercial/residential complex and the staff housing for the employees of the OWNER corporation upon the demised premises in accordance with prevailing bye-laws of the Kanpur Development Authority.

7. That the construction of Bus Station over the earmarked plot measuring approx.. 11500.00 will be constructed as per the drawing/design approved by the OWNER corporation.

(B) Rate Fixation :

1. That the DEVELOPER will have right to fix the sell price of built- up spaces as per their prevailing costing methodology in the Developers Department . The OWNER will have no right to interfere any such decisions. After price fixation , the DEVELOPER will have rights to announce scheme for allotment as per its own prevailing terms and condition.
2. That the entire amount required for carrying out construction, development and completion of said building including the cost of transfer, Lifts, Generators, water Lifting pumps & charges and fees of the architect, Structural Engineer, Project Management Consultants and all other statutory fees or charges or demands shall be met by DEVELOPER. The OWNER shall not be responsible for any dues, fees charges, damages or demands in respect to any such charges or expenses what-so-ever.

(C) Construction Period

1. That the DEVELOPER has agreed and undertakes to expeditiously commence and carry out the project work and complete the same within a period of 48 months from the date of commencement of the work after owners hand over the possession of land to the Developer.
2. The DEVELOPER will first construct the Staff Housing to enable OWNER corporation to shift their employees and vacate the existing old colony . The shifting these employees and getting the old colony vacated will be the sole job of the OWNER Corporation. Any delay in such activities will be added into the project completion period.

(D) Revenue Sharing

1. That the developer has worked out the tentative project reports which will be the part of this agreement and enclosed as Annexure-1 to this agreement. As per this annexure following mode of Revenue Generation will be applicable on both the parties:

DEPARMENTS		Share	share %	say
KDA Share (DEVELOPER) UPSRTC Share (OWNER)	**As per Annexure-1**	**62543.80**	**65.80**	**65 %**
Against construction cost Bus station	Covered area=3450.00sq m	897.00		
Against Construction cost of staff housing	Covered area= 4650.00 sqm	1206.4		
Land use conversion charges for Housing		5400.00		
In the form of cash Revenue		25000.00		
Total		**32503.40**	**34.20**	**35 %**

2. That the both the parties has agreed to open a **escrow account** for collection of the revenue in any bank decided by second party. The sale Consideration , such collected will be transferred into respective accounts of both the party as per their mutual convenience.

3. That the developer will first recover its cost of construction it has incurred against Construction of Bus Station and Staff Housing. As per the details at **Annexure-1,** It comes out to be **Rs. 2103.40 Lacs.** Thereafter the Distribution of Revenue Receipt against the sell of Residential & Commercial spaces will be distributed in the **Ratio of 65:35** upto the Maximum amount Of Rs. 25000.00 lacs goes to UPSRTC.

4. That in case any extra profit generates over and above the speculations, as per the calculation of annexure-1 of this agreement will be equally distributed amongst both , Owner & Developer.

(E) Schedule of Construction:

That the developer will take up the construction in following manner

Stage-1

First of all construction 80 nos. of 1-BHK flats for Staff Housing for UPSRTC will be constructed. Parallel to it the Construction of 2 BHK & 3BHK apartment will also be taken up. The development work over vacant site will be also taken up simultaneously

Stage-2

After Completion of Staff Housing, the existing occupant will be shifted to the new Colony, then the construction of Bus Station as per the approved design by UPSRTC with the maximum covered area of 3450.00 sqm will be constructed.

Stage-3
The Construction commercial complex will be taken up in the third stage

(F) Other Conditions

1. That the Surplus FAR of Commercial Bus Station will be either used over the plot allocated for commercial use or the way developer finds fit for the best interest of the Owner & Developer.
2. That both the parties have agreed that Commercial Space so developed will be sold off to the perspective buyer on free hold basis and also Developer will be at its liberty to get the best price of the same.
3. That the Staff Housing so constructed will have totally isolated campus with separate entry and exit. The power and water supply connection etc will be managed by OWNER at its own Cost .
4. That the OWNER shall solely be responsible to pay the stamp duty and other charges of conveyance in respect of transfer of property in his favour by Kanpur Development Authority and DEVELOPER shall be responsible to pay stamp duty and other charges in respect of transfer of title of rights of land to second party for developments of the project/ complex.
5. That except as hereinabove provided the OWNER shall not interfere with or obstruct in any manner with the execution and completion of work, development and construction of the said residential/commercial building/Bus station/Staff Housing.
6. That the DEVELOPER shall have sole power to sign. execute and submit applications, documents and other relevant papers for getting permission, approvals and sanctions from the various authorities and to do such acts, deed and actions and to enter into agreement to sell and/or execute and register the sale deed in respect of total Saleable area.
7. That the DEVELOPER agrees and undertakes to indemnify and keep harmless and indemnified the OWNER against all or any claims which may be made by any person during the course of completion of the building and or in respect of

provisional sale or dealing by the builder with third parties of the areas in the project complex.

8. That the OWNER shall do all acts, deeds, matters and things, as is are or may from time to time, be necessary to give effect to these presents or to implement the same and shall not transfer, charges encumbrance, alienate or part with the possession of the plot or any part thereof or do any thing which may contrivance the terms of this Agreement.
9. That the OWNER and DEVELOPER have entered into this agreement purely on a principal basis and nothing stated herein shall be deemed to or construed as a partnership between Builder and owner nor shall Builder and owner in any manner constitute an association of person(s).
10. That it is hereby agreed by the OWNER and the DEVELOPER that they shall directly meet their taxation liability and other fiscal liabilities as may be applicable to them, personally and respectively.
11. That it is agreed that the term of this agreement can be altered or modified by way of supplementary registered or unregistered agreement by mutual consent of both parties.
12. That if there is any claim, demand, tax, liability or any other court order, whatsoever against the First party/OWNER it is a condition of this agreement that the work of the development and/or other matters incidental to this agreement shall not, at any time during or after the completion be stopped, prevented obstructed or delayed in any manner, whatsoever, by the owner.
13. That as soon as the building is Completed, DEVELOPER shall give written notice to the owner requiring owner to take possession of the owner's allocation in the buildings. The whole constructed area except the Area of Bus Station and 1-BHK Staff Housing will be under sole proprietary of DEVELOPER. The transfer of ownership of allottee to another allottee will be sole discretion of the Second Party

14. That it is further agreed between the parties that in case of any increase in the permissible FAR during the construction of the proposed building project, the DEVELOPER will carry out further construction is on the same terms and conditions as in this agreement, including the ratio of allocation of areas/spaces. Provided always this right shall not be available after completion of the building.

15. That the DEVELOPER shall engage architects, engineers, Project management Consultant ,laborer and workman etc., in its own name and the also procure, purchase materials etc., for development etc., in its own name and the owner shall have no liability either financial or of any kind in these regards.

16. That the parties undertakes not to do any act which way in any manner, contravene the terms of this agreement in respect of the above property.

17. That any taxes and dues previously pending with K.D.A regarding land ,will be deemed to have been waived off after execution of this agreement.

- **ARBITRATION CLAUSE:**

  A. Any difference , dispute , controversy or claim ("dispute") arising between the parties out of or in connection with this MOU, or the breach, termination, effect, validity, interpretation or application of this MOU or as to their rights, duties or liabilities hereunder , shall be settled by the parties by mutual negotiations and if , for any reason such dispute cannot be resolved amicably by the parties, the same shall be settled in accordance with the **Arbitration And Conciliation Act ,1996.**

  B. The settlement or award as arrived or delivered shall be conclusive and binding on both the parties.

  C. The place of arbitration and jurisdiction of civil courts shall be Lucknow, Uttar Pradesh.

IN WITNESS WHEREOF the parties have signed this agreement on the today and date first above mentioned.

SCHEDULE OF PROPERTY

Freehold land with building measuring 17.10 acre ., situated at VIKAS NAGAR, Kanpur, shown with ____ line in the plan annexed and bounded as below:-

EAST:
WEST:
SOUTH:
NORTH:

For and on Behalf of the First Part/OWNER

U.P. State Road Transport Corporation

12.1.16

Regional Manager

For and on Behalf of the Second Part/DEVELOPER

Kanpur development Authority

Vice Chairman
12/01/16.

WITNESSES:

1. 12/1/16
D. S. Shakya

2. Ashmesh Shivhare
C.T.P/KDA.

OWNERS

DEVELOPER

[illegible] के आधार पर १ से० मी० = [illegible] मीटर

कानपुर विकास प्राधिकरण

क्रम संख्या

भूमि का चित्र नम्बर _____

भूमि का क्षेत्रफल 5.9252 [illegible] वर्ग मी०

योजना संख्या VIKAS NAGAR

ब्लाक नम्बर

प्रयोग WORKSHOP

मौके की जाँच करने वाले

क्षेत्रफल की जाँच करने वाले

नक्शा निर्माता

[illegible] नगर [illegible]

अधिशाषी अभियन्ता

[illegible]जक

प्रदीप कुमार सिंह
अपर सचिव
कानपुर विकास प्राधिकरण

आज दिनांक **16/05/2016** को

वही सं. **1** जिल्द सं. **7815**

पृष्ठ सं. **139** से **174** पर कमांक **2943**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस0 के0 राय

उपनिबन्धक (जोन-2)

कानपुर नगर।

16/5/2016

उत्तर प्रदेश शासन
आवास एवं शहरी नियोजन अनुभाग–3
संख्या– 827/8–3–16–08 एल.यू.सी./2016
लखनऊ : दिनांक : 23 जून, 2016

अधिसूचना

चूंकि राज्य सरकार कानपुर विकास क्षेत्र के अन्तर्गत कानपुर महायोजना–2021 में संशोधन करने के संबंध में आपत्तियां एवं सुझाव प्राप्त करने की सूचना दैनिक समाचार पत्र 'स्वतंत्र भारत' व 'दैनिक कानपुर उजाला' एवं उर्दू समाचार पत्र दैनिक अमल के दिनांक–21.04.2016 के संस्करण में प्रकाशित करायी गयी थी,

और चूंकि उपर्युक्त सूचना मे विर्निदिष्ट समय के अन्दर प्रकाशित गाटाओं के बारे में 01 आपत्ति/सुझाव प्राप्त हुए, जिसका निराकरण समिति द्वारा आपत्तिकर्ताओं को व्यक्तिगत सुनवाई का अवसर देते हुए किया गया।

अतएव, अब, उत्तर प्रदेश राष्ट्रपति अधिनियम (परिष्कारों सहित पुनः अधिनियमित)–1974 (उत्तर प्रदेश अधिनियम संख्या–30 सन् 1974) द्वारा परिष्कारों सहित यथा पुनः अधिनियमित उत्तर प्रदेश नगर योजना और विकास अधिनियम, 1973 (राष्ट्रपति अधिनियम संख्या–11 सन 1973) की धारा–13 की उपधारा–(2) के उपबन्धों के अधीन शक्ति का प्रयोग करके निम्न शर्तों के अधीन श्री राज्यपाल, कानपुर महायोजना–2021 में अधोलिखित अनुसूची में उल्लिखित खसरा संख्याओं में उनके सम्मुख अंकित भू–प्रयोग हेतु संशोधन करते हैं:–

(1) चिड़ियाघर व उक्त परिवहन निगम की भूमि की सीमा पर परिवहन निगम के क्षेत्र में ही प्राणी उद्यान की सीमा दीवाल से 5–7 मी0 दूरी पर 5 मी0 चौड़ी पट्टी पर बड़े छायादार वृक्ष प्रजातियों के पौधों का रोपण कराया जाए।

(2) चिड़ियाघर में रह रहे वन्य जीवों की सुरक्षा व उचित स्वास्थ्य हेतु वायु व ध्वनि प्रदूषण पर नियंत्रण रखा जाए।

(3) प्रस्तावित कार्य मे गंदा पानी, मल आदि के निस्तारण (सीवेज डिस्पोजल) की उचित व्यवस्था परिवहन निगम के परिसर में ही हो–संक्रमण से बचाव हेतु किसी भी दशा में उक्त प्रवाह चिड़ियाघर के अंदर न आने हेतु उचित उपाय किये जाय।

अनुसूची

भू–स्वामित्व	विकास नगर कानपुर		वर्तमान भू–उपयोग	प्रस्तावित भू–उपयोग
	कुल क्षेत्रफल	भू–उपयोग परिवर्तन हेतु प्रस्तावित क्षेत्रफल		
यू0पी0एस0 आर0टी0सी0	50 एकड़	48232 वर्गमी0	यातायात एवं परिवहन के अन्तर्गत रोडवेज कार्यशाला (वर्कशाप)	आवासीय

सदा कान्त
प्रमुख सचिव

संख्या– 827 (1)/8–3–16–08 एल.यू.सी./16 तद्दिनांक

प्रतिलिपि:– संयुक्त निदेशक, राजकीय मुद्रणालय, ऐशबाग, लखनऊ को इस निर्देश के साथ प्रेषित कि इसे दिनांक 23/06/16 के असाधारण गजट विधायी परिशिष्ट भाग–4

खण्ड 'ख' में प्रकाशित करायें तथा 10 मुद्रित प्रतियां इस अनुभाग को तथा नीचे अंकित अधिकारियों को 05–05 प्रतियां उन्हें सीधे उपलब्ध कराने का कष्ट करें।

आज्ञा से

(जे0पी0 सिंह)
संयुक्त सचिव

संख्या–327 (2)/8–3–16–08 एल.यू.सी./16 तद्दिनांक

1– उपाध्यक्ष, कानपुर विकास प्राधिकरण, कानपुर।
2– मुख्य नगर एवं ग्राम नियोजक, उत्तर प्रदेश, लखनऊ।
3– गार्ड फाइल।

आज्ञा से

(जे0पी0 सिंह)
संयुक्त सचिव