

प्रेषक,

सदा कान्त,  
प्रमुख सचिव,  
उत्तर प्रदेश शासन।

सेवा में,

1. आयुक्त,  
उ०प्र० आवास एवं विकास परिषद,  
लखनऊ।

2. उपाध्यक्ष,  
समस्त विकास प्राधिकरण,  
उत्तर प्रदेश।

आवास एवं शहरी नियोजन अनुभाग-3

लखनऊ : दिनांक: 29 सितम्बर, 2014

विषय:- प्रदेश के नगरीय क्षेत्रों में निजी पूंजी निवेश के माध्यम से आवासीय योजनाओं के लिए पुनरीक्षित इण्टीग्रेटेड टाउनशिप नीति-2014 (लाइसेंस आधारित प्रणाली) लागू किये जाने के संबंध में।

महोदय,

प्रदेश के नगरीय क्षेत्रों में निजी पूंजी निवेश के माध्यम से आवासीय योजनाओं के लिए इण्टीग्रेटेड टाउनशिप नीति-2014 (लाइसेंस आधारित प्रणाली) लागू किये जाने संबंधी शासनादेश संख्या-520/8-3-14-37विविध/13 दिनांक 04.03.14 का संदर्भ ग्रहण करने का कष्ट करें।


2- अवगत हैं कि शासनादेश संख्या-1198/8-3-14-37विविध/13 दिनांक 23.06.2014 द्वारा, इण्टीग्रेटेड टाउनशिप नीति-2014 (लाइसेंस आधारित प्रणाली) के क्रियान्वयन हेतु नीति में उल्लिखित निम्न प्रारूप निर्गत किये जा चुके हैं:-

- (I) लाइसेंस प्राप्त करने हेतु आवेदन पत्र का प्रपत्र।
- (II) लाइसेंस जारी करने हेतु प्रपत्र।
- (III) लाइसेंस हेतु आवेदन पत्र अस्वीकार पाये जाने की स्थिति में विकासकर्ता को सूचित करने हेतु प्रपत्र।
- (IV) लाइसेंस निरस्तीकरण की सूचना संबंधी प्रपत्र।

3- इस संबंध में कॉन्सार्शियम एम.ओ.यू. प्रारूप संलग्न कर प्रेषित करते हुए मुझे यह कहने का निदेश हुआ है कि इण्टीग्रेटेड टाउनशिप नीति-2014 (लाइसेंस आधारित प्रणाली) लागू किये जाने के संबंध में अग्रेतर कार्यवाही सुनिश्चित करने का कष्ट करें।

संलग्नक-यथोक्त।

भवदीय,

  
(सदा कान्त) 29/9/14  
प्रमुख सचिव

संख्या एवं दिनांक तदैव।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. औद्योगिक विकास आयुक्त, उत्तर प्रदेश।
2. समस्त प्रमुख सचिव/सचिव, उ०प्र० शासन।
3. आयुक्त एवं सचिव, राजस्व परिषद, उत्तर प्रदेश।
4. महा निरीक्षक, निबन्धन, उत्तर प्रदेश।
5. समस्त मण्डलायुक्त, उत्तर प्रदेश।
6. समस्त जिलाधिकारी, उत्तर प्रदेश।
7. अध्यक्ष, समस्त विशेष क्षेत्र विकास प्राधिकरण, उत्तर प्रदेश।
8. नियत प्राधिकारी, समस्त विनियमित क्षेत्र, उत्तर प्रदेश।
9. प्रबन्ध निदेशक, सहकारी आवास संघ, उत्तर प्रदेश।
10. अधिशासी निदेशक, आवास बन्धु, उ०प्र०, लखनऊ को विभागीय वेबसाइट पर अपलोड करने तथा प्रचार-प्रसार हेतु।
11. मुख्य नगर एवं ग्राम नियोजक, उत्तर प्रदेश।
12. गार्ड फाईल।

आज्ञा से,

(पी०एन० यादव)  
अनु सचिव

**CONSORTIUM MoU**

(To be executed on Rs. 100/- 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..... 2014, 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 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 an Integrated Township at.....(Name of Village/locality, Tehsil.....and District....., Uttar Pradesh in accordance with the provisions of Integrated Township Policy-2014 hereinafter referred to as "Policy" issued vide Government Order No.520/8-3-14-37 Vividh/13, dated 4<sup>th</sup> March, 2014 (as amended from time to time);



- (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:

## **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 Integrated Township Policy 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 as defined in section-2 (g) of Uttar Pradesh Urban Planning and Development Act, 1973;
- (f) 'Housing Commissioner' means the Housing Commissioner of the Uttar Pradesh Housing and Development Board;
- (g) 'Integrated Township' means a self-contained township planned, designed and developed in accordance with the provisions of Integrated Township Policy-2014;
- (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 Integrated Township Policy, 2014 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 Integrated 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) 'Uttar Pradesh Housing and Development Board' means Board as defined in section-2 (d) of Uttar Pradesh Avas Evam Vikas Parishad Adhiniyam, 1965;
- (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 reference to 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 this MoU 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

#### **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.
- 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 fulfill, promptly, actively and on time, all of its obligations under this MoU.

#### **6. RESPONSIBILITIES TOWARDS EACH OTHER**

- 6.1 (a) Each Member undertake:
- (i) to promptly notify each of the Members about any significant delay in fulfillment of milestones in relation to the Project; and

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- (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.
- (e) 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.

### 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



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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 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 Integrated Township Policy subject to terms and conditions of the policy.

12.3 Upon completion of the Project.

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**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-1 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-1.
- 13.5 Any Member of the Consortium can only be changed with the prior approval of the concerned Authority subject to fulfillment of minimum financial capability of the Consortium.
- 13.6 Lead Member can only be changed with the prior approval of the Authority (Board) 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 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.....

A handwritten signature in black ink, appearing to be 'Vee', is written over a horizontal line.

**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)

<b>Sl. No.</b>	<b>Type of Member</b>	<b>Average Annual Turn Over (Rs. Crore)</b>	<b>Annual Net worth (Rs. Crore)</b>	<b>Roles and Responsibilities</b>
1	2	3	4	5
1.	Lead Member Name..... Address..... Phone No.....			
2.	Member-1 Name..... Address..... Phone No.....			
3.	Member-2			
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				
<b>Total</b>				

