

SUBJECT NO :120

Sub:- VUDA-Planning- development of layout in S.No.563 (carved out from S.No.348) of Dakamarri on Joint Venture basis with M/s. Vensar Constructions Company Ltd - finalization of share to both VUDA and developer –regarding.

Ref:- 1. Development agreement dt 19-3-2008 made between VUDA and M/s. Vensar Constructions Company Ltd
2. This office proceedings vide L.P.No.57/2013 in R.C.No.10593/07/PMU Dt 28-11-2013

AGENDA NOTE :

VUDA has proposed to develop a plotted development layout project in an extent of Acs.98.64 Cts in bulk land in S.No.563 (carved out from S.No.348) of Dakamarri (V) Bheemili (M) Visakhapatnam District as Joint Venture Project (PPP Project) with M/s Vensar Constructions Company Ltd, Hyderabad on bid process selection. M/s APITCO Limited, Hyderabad has been appointed as bid process management consultant.

In the process, 14 firms have been short listed by M/s. APITCO Limited, Hyderabad out of which 12 firms have purchased RFP documents and subsequently 5 firms have furnished their bids. Finally, M/s Vensar Constructions Company (P) Ltd has been selected in bid process .

Subsequently, a development agreement was executed on 19-3-2008 to design, develop, finance, construct, share and market (only developer's share) as Ultra Modern Layout project of Dakamarri, Visakhapatnam on joint venture basis. As per the agreement conditions of Article 2(2.1), the share of VUDA and the share of the developer in the real estate units shall be as follows;

a.	Total extent of project site	Acs.98.64 Cts.
b.	Area left for road widening area(NH43)	0.58
c.	Encroachment area	0.17
d.	Total net area arrived after approval of layout vide L.P.No .57/2013	97.89 Cts
e.	Total plotted area as per approved layout	Ac 57.28 Cts i.e. 58.51% of Net area (2,77,235.2 sq yds)
f.	Development share of VUDA being 81.04% of (b) above as demarcated and described in the provisional layout in schedule F of the agreement.	2,32,139.00 Sq.yds or 81.04% of real estate units of the finally develop layout as certified by VUDA whichever is higher.

g.	As per approved plan 81.04 % of total plotted area	Acs 46.42 (2,24,671 sq yds.)
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Provided that the above sale by VUDA to the developer of its share or its nominees to through sale deeds shall be after full development of the layout in occur fulfillment of all obligations under the agreement by the developer

As per the agreement clause 1.2.3(f), it is stated that the developer shall be responsible for mobilizing resources for implementation of the project. There shall be no financial contribution from VUDA. The developer shall have identify of commercial freedom to market the Real Estate units of bids share subject to the terms and conditions of the agreement vide clause 1.2.3(i)

With reference to development charges for the entire layout as per norms the developer is paying only the corresponding 18.96 % of the total charges i.e 18.96 % of 87,27,066 = Rs. 16,54,652.00 only which is as per clause 5.2 (ix) of the agreement. The clause is only land development fee.

As per the DPR the assured infrastructure are as below:

- i. B.T.Roads
- ii. C.C Drains
- iii. Protected water supply arrangements
- iv. Construction of design compound wall around the open spaces (As per the design)
- v. Layout electrification
- vi. Avenue plantation
- vii. Filter bed and avenue plantation.
- viii. Play equipment for children in the parks.

All the specifications of layout development are subjected to Engineering Supervision and Quality Control by VUDA.

In the process, a layout have been prepared by the developer M/s Vensar Construction Company Ltd to an extent of Acs.97.89 Cts with a total No. of 1250 plots and the layout have been approved by VUDA vide **L.P.No 57/2013** .

As per the agreement condition, VUDA share of plotted area is 81.04% on the total plotted area is coming to Acs 46.41 (**2,24,671 sq yds.**) which is less than the prescribed extent in the agreement .Hence VUDA share will be **2,32,139.00** Sq yds out of the total **2,77,235.2 sq yds** of plotted area of the layout and the balance plotted area of **45096.2 sq.yds** is of developers share. At this juncture, it has to decide the share of developer and VUDA as per the agreement condition.

The layout is peg-marked on ground and infrastructural development works are under progress. After completion of the layout development, VUDA is proposed to dispose the plots of VUDA share as proposed.

Further as per the agreement, the project has to be concluded within 18 months from the zero date. The zero date shall start from one month after the date of agreement. Hence the zero date starts from 19-4-2008 and the project shall complete by 19-10-2009. Whereas, the project is still going on and will take another year to complete. In this situation, the board is requested to consider the extension of time also along with decision of developers share.

The matter is placed before VUDA Board for decision on the following issues.

- i. Methodology of arriving at the plots towards the developer's share as per the MoU of PPP project.
- ii. Period of extension to be given.
- iii. Methodology of disposal of plots and any other decision on the issue.

Sl. No.	Subject No.	Subject	Resolutions
67	118	VUDA – VSP – PLG - Preparation of Master Plan for extended area of VMR and review and revision of Master Plan for Erstwhile Visakhapatnam Metropolitan Region and preparation of Zonal development plans-Reg.	Perused. The Latest development is also examined. Without much loss of time, the VC should see for early finalization of consultancy duly taking the help of government nominated technical committee
68	119	VUDA-Planning- Status of development plan- transport corridor for VUDA areas.	Perused and decided to take up DPR by VUDA with the opinion of the APUFIDC
69	120	VUDA-Planning- development of layout in S.No.563 (carved out from S.No.348) of Dakamarri on Joint Venture basis with M/s. Vensar Constructions Company Ltd - finalization of share to both VUDA and developer – regarding	<ul style="list-style-type: none"> • W.r.t arrival of the share of VUDA and the developer out of the common pool of plots going to be developed, it is instructed to arrive at the same by lottery of the plots – category of plots wise viz HIG, MIG, LIG, EWS, etc as well as sub category viz road facing, north / east / south / west facing within each category to have an objective mode of sharing the plots • W.r.t Disposal of plots, to elicit the better revenue, try to dispose off the plots by auction basis • Elicit the interest of Developer in disposal of plots jointly by conducting auction by VUDA



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			<p>rather than disposing the plots of both VUDA and Developer separately and if interested, can be done jointly with amount reaching to the common account and release of developer's share to his account as and when the same is credited into the common account.</p> <ul style="list-style-type: none"> • The extension for period of completion of works of infra structure as required can be sanctioned by VC taking the opinion of engineering wing • Disposal of plots as per lottery towards VUDA's share
70	121	VUDA-Planning-CRZ-Preparation of Coastal Zone Management Plans (CZMP) for VMR area –Regd.	Agreed to take up by VUDA
71	122	VUDA-Plg--Empanelment of Architects in VUDA- Reg.	<ul style="list-style-type: none"> • There should not be any further empanelment without expiry of period and specific requirement. • The VC should categorize all these 22 architects on their specialization and works have to be allotted on rotation basis or arriving at the best model out of all the architects of a particular

