

प्रेषक,

श्रीप्रकाश सिंह,
सचिव,
उत्तर प्रदेश शासन।

सेवा में,

- (1)समस्त मण्डलायुक्त/जिलाधिकारी, (2) निदेशक,स्थानीय निकाय,
उत्तर प्रदेश। उत्तर प्रदेश, लखनऊ।
- (3)समस्त नगर आयुक्त,
नगर निगम,उत्तर प्रदेश। (4) समस्त अधिशासी अधिकारी,
नगर पालिका परिषद/
नगर पंचायत, उत्तर प्रदेश।

नगर विकास अनुभाग-9

लखनऊ : दिनांक 02 मई, 2014

विषय- 4^{जी}-ब्राडबैंड वायर लाइन/वायरलेस एक्सेस प्रदान किया जाना।

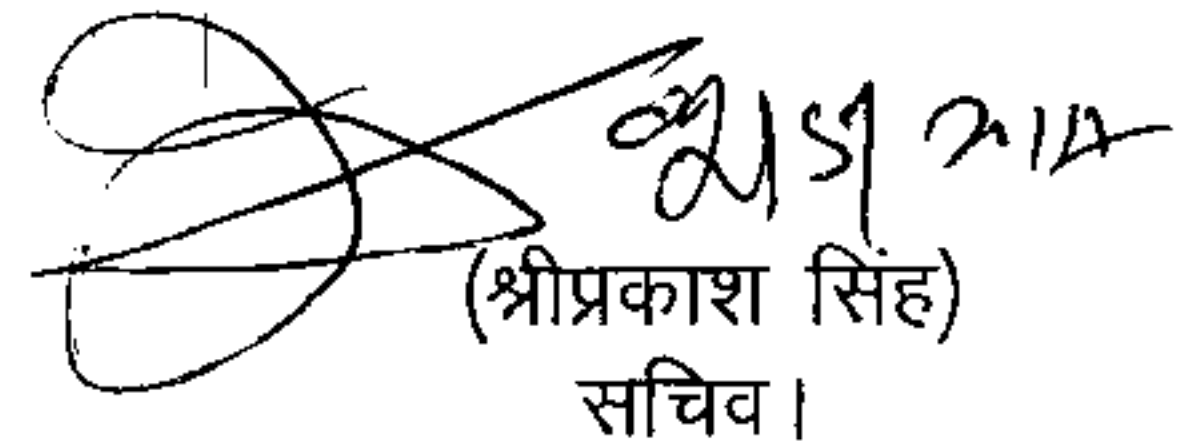
महोदय,

उपर्युक्त विषयक शासनादेश संख्या-1485/9-9-2012-161ज/12, दिनांक 15.10.2012 एवं तत्कम में निर्गत शासनादेश संख्या-286/नौ-9-14-161ज/12, दिनांक 11.03.2014 का कृपया संदर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा 4^{जी} ब्राडबैंड वायर लाइन/वायरलेस एक्सेस सर्वित प्रदान किये जाने के सम्बन्ध में नागर निकायों की भूमि पर भूमिगत आप्टिकल फाइबर/डक्ट डालने अथवा भूमि से ऊपर ओवरहेड केबिलिंग के लिये स्थल उपलब्ध कराने के सम्बन्ध में उ0प्र0नगर निगम अधिनियम-1959 की धारा 128/129 एवं उ0प्र0नगर पालिका अधिनियम-1916 की धारा-124 में सम्पत्ति अन्तरण विषयक प्राविधान एवं इनफोटेक ब्राडबैंड सर्विसेज लिमिटेड द्वारा राज्य सरकार को दी जाने वाली सेवाओं एवं सुविधाओं के दृष्टिगत एच0डी0डी0 विधि से आप्टिकल फाइबर केबिल बिछाने, ग्राउण्ड बेस्ट मास्ट स्थापित करने तथा ओवरहेड वायर के लिये पोल लगाने के सम्बन्ध में उल्लिखित शर्तों एवं प्रतिबन्धों के अधीन दिशा-निर्देश निर्गत किये गये हैं।

2. इस सम्बन्ध में मुझे यह कहने का निदेश हुआ है कि उपर्युक्त विषयक शासनादेश संख्या-286/नौ-9-14-161ज/12, दिनांक 11.03.2014 के प्रस्तर-3 में रिलायन्स जियो इन्फोकाम लिमिटेड द्वारा राज्य सरकार को दी जाने वाली सेवाओं/सुविधाओं का उल्लेख किया गया है, जिसके अनुसार जिन शहरों में कम्पनी द्वारा 4^{जी} ब्राडबैंड सेवाएँ उपलब्ध करायी जा रही हैं, ऐसे प्रत्येक शहर के 04 पार्को (पार्को की उपलब्धता पर) का अनुरक्षण एवं विकास कार्य कम्पनी द्वारा कराया जायगा। कम्पनी द्वारा उक्तानुसार पार्को के अनुरक्षण एवं विकास कार्य कराये जाने के सम्बन्ध में एक अनुबन्ध निकाय एवं कम्पनी के मध्य निष्पादित किया जायगा, जिसका प्रारूप urbandevlopment.up.nic.in पर उपलब्ध है।

कृपया उक्त प्रारूप के अनुसार अनुबन्ध निष्पादित कराते हुये शासनादेश के प्राविधानों के अनुसार कार्यवाही सुनिश्चित कराने का कष्ट करें।

भवदीय,


(श्रीप्रकाश सिंह)
सचिव।

प्रतिलिपि वेबसाइट पर लोड किये जाने हेतु।

License/Deed

This deed made at.....on thisth day of....between Municipal Corporation (Name of the Corporation), a Corporation constituted under the Uttar Pradesh Municipal Corporations Act, 1959 (Act No. II of 1959)(hereinafter called "The Corporation") through its Municipal Commissioner of the ONE PART.

And

M/s Reliance Jio Infocomm Limited a company registered under Companies Act, 1956 having its Head Office at.....through its (hereinafter called "the LICENSEE") of the OTHER PART.

WHEREAS the LICENSEE has agreed for development beautification and maintenance of four parks as described in the Annexure-1 to this License Deed (hereinafter referred to as "the Site") which belongs to the Corporation for a period of 05 years (five years) from.....;

AND WHEREAS THE LICENSEE has paid fee of Rs. NIL to the CORPORATION for the above rights.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES Hereto, as follows:

SCOPE OF WORK:

1. The CORPORATION has accepted the proposal of the LICENSEE to develop, beautify and maintain the said Site at.....(approximate area sq. mts.) for a period of 05 year (Five years) from the date of execution of this Deed on the terms & conditions described herein below.
2. The LICENSEE shall develop and maintain the said Site as per the drawing and schedule of development approved by the CORPORATION, to keep the premises in proper order to the satisfaction of the CORPORATION. Any change or modification in the drawing shall be done only after obtaining prior approval of the CORPORATION from original plan.



3. The LICENSEE shall develop, beautify and maintain the said Site at its own cost. No claim whatsoever of the LICENSEE on this behalf will be entertained by the CORPORATION.
4. The LICENSEE shall within a period of one year from the date hereof plant the trees to develop the garden in the Site, failing which the development permission of Site will be cancelled.
5. The LICENSEE is authorized to get the job of development, beautification and maintenance done through any group/associate company/organization but with prior approval from the Corporation.

DISPLAY OF BOARD

6. The LICENSEE will be allowed to display four large and six small boards per Site indicating that the said Site is maintained by them.
7. The board can display the words "Developed and Maintained by Reliance Jio Infocomm Limited" as well as a logo.
8. The size of the above boards shall not exceed 4.00X2.50 meters for large boards and 1.00X.50 meter for small board. The distance between the boards should not be less than 10 meters. The height of the board shall normally not exceed 3.00 meters.

RIGHTS AND RESPONSIBILITIES OF THE CORPORATION

9. The CORPORATION will inspect the aforesaid work of LICENSEE from time to time and shall be entitled to issue to the LICENSEE such directions as the CORPORATION may think proper for the better and efficient development and maintenance of the Site.
10. The CORPORATION will make arrangement for supply of water and electricity. CORPORATION shall pay the charges for the same. The water and electricity supplied will be exclusively used in the development, beautification and maintenance of the Site only.
11. The CORPORATION will build boundary wall of the Site at the time of hand over. Thereafter any repairs to boundary wall be carried out by the LICENSEE.
12. The said Site has trees, pots, benches, electric poles, electric cables, water taps, playing articles, water in case of any loss or



hguo-1

damage due to negligence or wrongful act of LICENSEE the cost of the same shall be borne by the LICENSEE.

13. The CORPORATION is entitled to lay any utility services in the Site before or after the beautification and development and no compensation shall be paid on this account to the LICENSEE. Any change occasioned due to above work has to be made good by LICENSEE at his own cost.
14. The CORPORATION shall not be responsible for payment of any compensation to anybody for any damage caused to any third party due to negligent act or failure of the LICENSEE.
15. Corporation shall be responsible for maintaining Law & Order of the Site.

RIGHTS AND RESPONSIBILITIES OF THE LICENSEE:

16. The LICENSEE shall not let out the space out of the area allotted to it for aforesaid purpose to any other person for any purpose. It will be used for the purpose of development of the Site and displaying of the board as per the terms and agreement and no commercial activities shall be allowed.
17. The LICENSEE shall have rights to remove any/all damage, unwanted, unattended materials or tangible objects and debris etc. lying on Site on receiving the possession of the Site for purpose defined in this License Agreement.
18. The LICENSEE shall not permit anybody to reside in or on the Site, however they are allowed to construct a tool room at each Site. Area of the Tool room shall be as specified in Annexure-1 to this License Deed.
19. The LICENSEE shall maintain the garden/playground in fresh green condition and keep it open to public.
20. The LICENSEE hereby agrees to indemnify the CORPORATION against all claims, actions, demands, losses, costs, charges and expenses which the CORPORATION may incur by reason of any claim made by anybody in respect of the concept plan.
21. The LICENSEE shall maintain the existing tree in a proper and habitable condition during the entire term this deed and shall not cut or permit to be cut any trees, whether existing or otherwise, for any purpose whatsoever.
22. The LICENSEE will be allowed to put up GBM if required at the Site. The GBM may also be used to fix lights.



hguo-1

23. The LICENSEE shall be responsible to fix and maintain lights in the Site.

TERMINATION

24. The CORPORATION shall be entitled to revoke the LICENSE in the event of any breach of condition on the part of the LICENSEE.

25. In case the LICENSEE fails to develop the said part of Site for the purpose of planting trees or as garden as hereinabove stipulated within a period of one year and in accordance with the stipulations hereinabove contained or shall not proceed with the works with the due diligence, the Corporation shall forthwith resume possession of the said part of Site everything thereon and thereupon this License Agreement shall cease and terminate.

26. If during the period of License the CORPORATION has reason to be dissatisfied with the LICENSEE, the CORPORATION may by a notice in writing call upon the LICENSEE to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the LICENSEE shall fail for a period of one month after the receipt of such notice to remedy/cure such cause of dissatisfaction to the satisfaction of the CORPORATION then notwithstanding anything contained in this agreement, the CORPORATION shall be at liberty to terminate this License Agreement.

27. In the event the Site is required by the CORPORATION, the CORPORATION shall have liberty to terminate the LICENSE by giving one month's notice to the LICENSEE. The LICENSEE acknowledges and is fully aware of consequences of such termination and in such case LICENSE given to LICENSEE for displaying the advertisement board also comes to an end.

28. As and when CORPORATION requires the Site for any purpose, the Site shall be immediately surrendered.

RENEWAL

29. After expiry of period of License, LICENSE shall be renewed for further period of 5 years in the same terms and conditions as contained in this License Agreement.

ARBITRATION



30. In case of any dispute, the decision of the Divisional Commissioner, who shall act as a sole arbitrator shall be final and binding on both the parties. The LICENSEE shall be given reasonable opportunity to present his case before the Divisional Commissioner.....The provisions of Arbitration and Conciliation Act, 1996 shall apply and the place of arbitration shall be Lucknow.

LIMITATION

31. Nothing herein shall be construed as conferring to the LICENSEE any right or interest over the Site and property of the CORPORATION.
32. The LICENSEE shall not directly or indirectly transfer, assign, sell encumber or part with its interest or the benefit of this deed or any part thereof in any manner whatsoever.
33. This Agreement with the Annexure and other attachment hereto and listed below constitute to the entire agreement between the CORPORATION and the LICENSEE.
34. LICENSEE should be responsible for keeping the said Site clean and green as per the area given for beautification. Remaining area may be allowed for social event permissible under the relevant laws and rules. For such social events the LICENSEE may levy a fees to cover the damages to plants and cleaning of the Site with the prior permission of the CORPORATION.

ANNEXURE

(DESCRIPTION OF LAND)

All the piece of road, land in form of plot no. containing by admeasuring00 Sqm or thereabouts delineated on the plan here to annexed and thereon shown by green coloured boundary line and bounded as follow, that is to say.

On or towards the north by : PlotNo.....

On or towards the south by :

On or towards the east by :



On or towards the west by :

IN WITNESS WHEREOF SRI....., for and on behalf of Corporation and Sri.....,for and on behalf of LICENSEE have put their hand on the date, month and year first above mentioned.

SIGNED SEALED AND DELIVERED

.....XX).....

Of the within named.) Shri

Corporation)

The above named Corporation)

In the presence of

1)

2)

SIGNED SEALED AND DELIVERED

By.....x)

Of the wutgub baned) Shrix

Reliance.....x.)

The above named LICENSEE)

In the presence of

1)

2)

