කෙටුම්පත් අංකය : 2313

Draft Resolution No : නතා. පි.





### ලකාළඹ මහා නගර සභාව Colombo Municipal Council

## මුදල් පිළිබද ස්ථාවර කමිටුවට ඉදිරිපත් කිරීම සඳහා වන කෙටුම්පත් යෝජනාව Finance Committee Date – 2021/02/15

1	දෙපාර්තමේන්තුව : Department :	පශු වෛදාා දෙපාර්තමේන්තුව		
1.1	අංශය : Division :	වෙළදපල අංශය		
2	ලිපිගොනු අංකය : File No. :			
3	විෂයය : Subject :	කොල්ලුපිටිය වෙළදපල සංවර්ධන අංශය		
4	ඉදිරිපක් කරන නිලධරයා : Submitted by	පුධාන නාගරික පශු වෛදා නිලධාරී		
5	ලයා්ජනාව : Proposal:	නාගරික සංවර්ධන අධිකාරියේ සහයෝගය ඇතිව රාජා - පුද්ගලික කොටස්කාර කුමවේදය තුලින් නූතන තාක්ෂණ කුමවේද භාවිතා කරමින් කොල්ලුපිටිය වෙළදපල සංවධ්නය කිරීම		

		-1-1-			
6	වස්තරය : Description :	මෙම ගොඩනැගිල්ල සංවධ්නය කරන ලද්දේ ආසන්න වශයෙන් වසර 45 කට පෙරදීය. වර්තමානයේ පවතින ගොඩනැගිල්ල පතුල් මාලයක් (Basement) සහිත දෙමහල් වාණිජ ගොඩනැගිල්ලක් වන අතර, මෙහි තිබෙන කඩකාමර වීමානයේ කුලී නිවැසියන් වීසින් පරිහරනය කෙරේ. රජයේ පුතිපත්තියට අනුව සහ කොල්ලුපිටිය වේළදපොලේ පැරණි වනුහය නූතන තාක්ෂණයට අනුව පරිවර්තනය කර නවීකරණය කළ යුතු බවට පවතින ඉල්ලුම සැලකිල්ලට ගනිමින් නාගරික සංවර්ධන අධිකාරියේ සහයෝගය ඇතිව රාජන - පුද්ගලික කුම්වේදය තුලින් නාගරික සංවර්ධන අධිකාරියේ සහයෝගය ඇතිව රාජන - පුද්ගලික කුම්වේදය තුලින් නාගරික සංවර්ධන අධිකාරි පනතේ 15 "ද" වගන්තිය යටතේ යෝජනා කැදවා මෙම වනාපෘතිය කිරීමට යෝජිතය.			
7	ක්රියාත්මක කරනු ලබන	තාගරික ඉංජිනේර දෙපාර්තමේන්තුව සහ නාගරික පශු			
	දෙපාර්තමේන්තුව :		ලෙවදා දෙපාර්තුමේන්තුව.		
	Implemented by :	` `	, led		
8	අපේක්ෂිත වීයදම :	(රාජා - පුද්ගලික	(රාජා - පුද්ගලික කොටස්කාර ව්‍යාපෘතිය)		
	Estimated Expenditure:	තවමත් ඇස්තමේ	තවමත් ඇස්තමේන්තු කර නොමැත.		
8.1	වැය ශිර්ෂය හා පිටු අංකය :	වාර්ෂික	මේ දක්වා වන	ඉතිරි ප්රතිපාදන	
	Vote & Page No :	ප්රතිපාදන	වියදම හා	Balance	
1 2		Annual	මුල්යමය බැදිම්	Allocation	
		Allocation	Financial		
			Commitment අදාල නොවේ	අදාල නොවේ	
	of the State of the same	අදාල නොවේ	අදාල පනාපට	400 0000	
8.2	අපේක්ෂිත අරමුණ :  1. වෙළදපල පහසුකම උසස් මට්ටමකට පත්කිරීම සහ මෙහි පිහිටා ඇති කඩ සාප්පු ආදිය ඉහල ලේණිගත කර ඇති වේළදපොලෙහි පිහිටුවීම.  2. මෙම ස්ථානය සතු අද්විතීය වටපිටාව ඒ ආකාරයෙන් පවත්වා ගැනීම.  3. ගොඩනැගිලි ඉදිකර ඇති අවට පරිසරයේ කලාත්මක හා ගුණාත්මක බව වැඩිදියුණු කිරීම.  4. වැඩ කිරීම - දිවි ගෙවීම ව්නෝදවීම ආදී දේ සියල්ල සතු මිශු වටපිටාවක් නිර්මාණය කිරීම.  5. ව්යාපාරික, නේවාසික, සංස්කෘතිකමය, ව්නෝදාත්මක හා අධ්‍යාපන අවස්ථාවන් සහිත විවිධාංශිකරණයෙන් යුතු වීම.  6. ඉඩම පරිහරනය හා පුවාහන ක්ෂේඛය ඒකාබද්ධ කිරීම සහ සම්බන්ධතා වැඩිදියුණු කිරීම.  7. කොළඹ නගරයේ සංවර්ධන ඉලක්කයන් සපුරා ගැනීම සදහා කොළඹ මහා නගර සභාවේ යවීතල පහසුකම සංවර්ධනය කිරීම.				
9	ප්රසම්පාදන ක්රමය : Procurement Method :	nent Method : ආයෝජන සපයා ගැනීම.			
	නාගරික සංවර්ධන අධිකාරියෙන් යෝජනා කැදවනු ලැබේ. (Request for Proposals)				
9.3	තාක්ෂණික ඇගයුම කම්ටුව :	i).සභාපති - පත් කල යුතුව ඇත.			
٥.٥	Technical Evaluation Comm. :	ii). සාමාජික			
		iii).සාමාජික			
	NEW - 100 12 - 120 1 -				

9,4	තෘක්ෂණික ඇගයුම් කම්වුවේ නිර්දේශය : Recommendation of the TEC :	කම්ටුව පත්කල පහුව නිර්දේශය ලබාගනු ලැබේ.
9.5	有学に 小園 名 : Annexures :	අතාළඹ මහා නගර සභාව සහ නාගරික සංවර්ධනඅධිකාරිය අතර අත්සන් කරනු ලබන අවශඛ්ධතා ගිවිසුම (MOU)     අලසුම විස්තරය (ඇමුණුම " එම් " බලන්න.)
10	නිර්ගේශය : Recommendation :	
11	දෙපාර්තමේන්තු ප්රධානියායේ නිර්දේශය : Recommendation of the HOD :	නිර්දේශ කර ඉදිරිපත් කොරේ. පුධාන නාගරික පශු වෛදන නිළධාරි (වැඩ බලන) නාගරික පශු වෛදන දෙපාර්තමේන්තුව මාලිගාකන්ද, කොළඹ 10.
12	තාගරික භාණ්ඩාගාරිකයන් නිරීක්ෂණ/නිර්දේශ ; Observations/Recommendation of the MT :	කොල්ලුපිටිය පොදු වෙළඳපොල පර්වස් 109 කින් යුක්ත වන අතර වෙළඳපාල තුල කඩ කාමර 94 ක් පවතී. වෙළඳසැල පිහිටි පුදේශය අයික නාගරිකරණය වු පුදේශයක පිහිටි බැවින් සංවර්ධනය කිරීම අතාාවශා කරුණකි. කොළඹ මහා නගර සභාවට වාසිදායක වන අයුරින් සංවර්ධනය කිරීම සඳහා නිර්දේශ කර ඉදිරිපත් කරමි.
		නාගරික භාණ්ඩාගාරික 2021.02.15
3		කොල්ලුපිටිය පොදු වෙළදපොල ඉහල ලශ්ණිගත කිරීම සදහා නාගරික සංවර්ධන අධිකාරිය සමග පැවැති සාකච්ඡාව මෙම යෝජනා කෙටුම්පතට පාදක වී ඇත. නාගරික සංවර්ධන අධිකාරිය නාගරික සංවර්ධනය සදහා බැදී ඇති ආයතනයක් බැවින්, අදාල වාහපෘතින් නාගරික සංවර්ධන අධිකාරිය හා එක්ව කියාත්මක කිරීම තුලින් එමගින් කොළඹ මහා නගර සභාවට උපරිම පුතිලාහ ලැබිය හැකි වේ. මෙම වාහපෘතිය මගින් රාජනය -පුද්ගලික හවුල්කාරිත්ව කුමය භාවිතා කිරීම තුලින් කොළඹ මහා නගර සභාවේ යට්රිධනය සදහා නව මොඩලයක් (Modality) හඳුන්වාදෙනු ලැබේ. අදාල් අවබෝධතා ගිව්සුම හරහා මෙම වාහපෘතිය කොළඹ මහා නගර සභාව විසින් අඛණ්ඩව කියාත්මක කරගෙන යනු ලැබේ. එමනිසා, මේ සදහා සභා අනුමැතිය ලබාගැනීම අතාහවශාය කරුණකි.
F (Print) and the same of		නීතිඥ, ලරාෂනී දිසානායක, නාගරික කොමසාරිස්, කොළඹ මහා නගර සභාවට

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Annexure " M " F. C Item No. 2313

( 77 )

Annexure -(

# MEMORANDUM OF UNDERSTANDING

For the Development of Kollupitiya Market on a Public – Private Partnership Model in Colombo, Sri Lanka

## Between

Colombo Municipal Council

And

Urban Development Authority

## MEMORANDUM OF UNDERSTANDING

#### BETWEEN

## COLOMBO MUNICIPAL COUNCIL AND URBAN DEVELOPMENT AUTHORITY

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into at Battaramulla in the Democratic Socialist Republic of Sri Lanka on this 22<sup>nd</sup> of January, Two Thousand and Twenty One (2021).

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#### Between

The URBAN DEVELOPMENT AUTHORITY a body corporate and duly established under the Urban Development Authority Law No.41 of 1978 as amended and having its Head Office at the "Sethsiripaya", Sri Jayawardenapura Kotte, Battaramulla in the said Republic of Sri Lanka (hereinafter called and referred to as "UDA" which term or expression shall where the context so requires or admits mean and include the said Urban Development Authority and its successors in office and lawful assignees) of the "FIRST PARTY"

#### And

The COLOMBO MUNICIPAL COUNCIL being a local authority, having its' office at Townhall, Colombo 07 in the said Republic of Sri Lanka (hereinafter called and referred to as "CMC" which the term or expression as herein used shall where the context so requires or admits mean and include the said COLOMBO MUNICIPAL COUNCIL and their successors in office and lawful assignees) of the 'SECOND PARTY'

Hereinafter the UDA & CMC are jointly referred to as "the parties" to this MOU.

AND WHEREAS the UDA is a multi-disciplinary Government Organization engaged in Urban Planning and Sustainable Development in Sri Lanka which is involved in carrying out town planning and development of declared urban areas, under taking the execution of development projects and various other socially useful infrastructure Projects and schemes.

AND WHEREAS The Second Party is under and by virtue of

Certificate under Section 152 of Municipal Councils Ordinance 1910 seized and possessed of and/or otherwise well and sufficiently entitled to the land bearing Lot No. N<sup>31</sup> in Preliminary Plan

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14995 dated 04.07.1912 authenticated by E.E.O'Leary Esqre for R.S Templeton Esqre which is

Certificate under Section 152 of Municipal Councils Ordinance 1910 seized and possessed of and/or otherwise well and sufficiently entitled to the land bearing Lot No. P<sup>31</sup> in Preliminary Plan 14995 dated 04.07.1912 authenticated by E.E.O'Leary Esqre for R.S Templeton Esqre which is

Certificate under Section 152 of Municipal Councils Ordinance 1910 seized and possessed of and/or otherwise well and sufficiently entitled to the land bearing Lot No. O31 in Preliminary Plan 14995 dated 04.07.1912 authenticated by E.E.O'Leary Esqre for R.S Templeton Esqre which is more fully described in the Third Schedule hereto.

Record of the Colonial Secretary's letter No. 144/010442 of 07th September 1916 issued under Section 69 of Ordinance No.06 of 1910 seized and possessed of and/or otherwise well and sufficiently entitled to the land bearing Lot No. 3697 in Preliminary Plan 14995 and included in Title Plan No. 319581 authenticated by W.C.S Ingles which is more fully described in the Fourth

Record of the Colonial Secretary's letter No. 144/010442 of 07th September 1916 issued under Section 69 of Ordinance No.06 of 1910 seized and possessed of and/or otherwise well and sufficiently entitled to the land bearing Lot No. 3695 in Preliminary Plan 14995 and included in Title Plan No. 319581 authenticated by W.C.S Ingles which is more fully described in the Fifth

Record of the Colonial Secretary's letter No. 144/010442 of 07th September 1916 issued under Section 69 of Ordinance No.06 of 1910 seized and possessed of and/or otherwise well and sufficiently entitled to the land bearing Lot No. 3696 in Preliminary Plan 14995 and included in Title Plan No. 319581 authenticated by W.C.S Ingles which is more fully described in the Sixth

AND WHEREAS the Colombo Municipal Council caused the said six allotments of land to to resurveyed and amalgamated as Lot 1 in PP Co 9512, approved by Surveyor General on 20.01.2015 which is more fully described in the Seventh Schedule hereto.

AND WHEREAS the parties hereto have agreed to COMMENCE the Development of the Kollupitiya Super Market Site as mentioned herein below (Hereinaster referred to as "the said project") upon the terms, conditions and understandings set out below.

AND WHEREAS the parties hereto undertake that this MOU is entered upon subject to obtaining the necessary approvals from the Board of Management of the UDA and the General Council Approval from the CMC to enter into this MOU, have authority to sign this "MOU", and to implement the undertakings agreed upon this MOU.

AND WHEREAS THIS MEMORANDUM OF UNDERSTANDING THEREFORE WITNESSETH AND IT IS HEREBY UNDERTAKEN BETWEEN PARTIES AS FOLLOWS:

#### I. COLOMBO MUNICIPAL COUNCIL AGREES TO;

- 1.1 Grant their consent and to take all necessary steps to release the land bearing Lot No. 1 in PP Co 9512 approved by the Surveyor General on 20.01.2015 and containing in extent 0.2773 Hectares which is more fully described in the Seventh Schedule hereto, in the favor of UDA, under Section 15(1) of the Urban Development Authority Law No.41 of 1978 subject to the approval of the General Council of CMC.
- 1.2 Produce all documents in relation to the abovementioned land in order to facilitate the vesting process under Section 15(1) of the Urban Development Authority Law No.41 of 1978 subject to the approval of the General Council of CMC.
- 1.3 Take all necessary actions with regard to the relocation of current shop owners until the project is completed.
- 1.4 Sign a tri-party agreement between the UDA, CMC and the investor (selected in compliance with Clause 2.2), enabling the relocation of the existing shop owners to their respective locations of the developed premises.

#### 2 THE URBAN DEVELOPMENT AUTHORITY AGREES TO;

- 2.1 Take steps necessary on the part of UDA to vest the abovementioned land in favor of UDA under Section 15 (1) of the Urban Development Authority Law No.41 of 1978.
- 2.2 Select a suitable INVESTOR to invest in and develop the respective land after the ownership of the land is vested in UDA by following the approved government procedure by calling RFP (Request For Proposal).
- 2.3 Provide planning guidelines to integrate the Development Project into the surroundings & facilitate the proper and timely implementation of the project by using its expertise knowledge.

#### 3. BOTH PARIES AGREE THAT;

- 3.1 The parties shall sign an initial agreement prior to commence section 1 and 2 stating the respective benefits of the project and if the parties are unable to get the Board Of Management approval of the UDA and/or the approval of the General Council of CMC, this MOU shall become null and void.
- 3.2 This MOU contains undertakings in relation to the COMMENCING PERIOD of the project including the Land Vesting Procedure under Section 15 (1) of Urban Development

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Authority Act and selection of a suitable INVESTOR by calling RFP as per the approved government procedure only.

- 3.3 Either party may by giving one-month (01) notice in writing to terminate the MOU. If the MOU is terminated at the instance of either party upon failing to comply with the terms and conditions set out herein the parties hereto may claim any damages occurred to either party by such failure upon written notification.
- The parties shall use their best effort to amicably settle all disputes arising out of or in connection with the MOU or the interpretation thereof. In the event of any such dispute is not amicably settle within Sixty (60) days either party may resort to Arbitration or file action in the relevant courts in the Democratic Socialist Republic of Sri Lanka.
- 3.5 The Terms and Conditions of this MOU may not be amended nor any obligation waived off, except by the written consent by both parties.
- 3.6 All notices required to be given hereunder shall be deemed to be well & sufficiently served if sent by registered post to the respective address of the parties specified in this Agreement.
- 3.7 This Agreement shall be governed & constructed in all respect in accordance with the laws of Sri Lanka and the parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of Sri Lanka
- 3.8 If the performance of this MOU or any of the obligation hereunder or interfered with in whole or in part by reason of any circumstances beyond the reasonable control of the party effected, including but not limited to the Acts of God, Civil Commotion, Politic Instability, then the party affected shall be excused from such delay or default in performance and the term adjusted accordingly based on the extent of such interference.
- 3.9 Each party shall cooperate with the other and execute and deliver to other such other instruments and document and take such actions as may be reasonably requested from time to time in order to carryout evidence and confirmed their rights and the intended purposes of this MOU as amended and supplemented from time to time.
- 3.10 Both parties shall comply with all laws by-laws and regulations imposed by the government from time to time.
- 3.11 All information provided by one party to the other in connection with the negotiation or performance of this MOU will be treated as confidential and will not be disclosed to any.







third party without the other party's prior written consent, which consent may not be unreasonably withheld.

## THE FIRST SCHEDULE ABOVE REFERRED TO

Allotment of land bearing marked Lot No. N31 in Preliminary Plan 14995 dated 04.07.1912 \*\*\* Thenticated by E.E.O'Leary Esqre for R.S Templeton Esqre, situated Turret Road in Kollupitiya Ward within the Municipal limits of Colombo in the Western Province and Bounded on

North by land claimed by Mrs. R.W Elders and Mr. W.C Fernandes

East by Canal

South by Turret Road

West by Municipal land P.P 14567/VII

and containing in extent Two Roods Eleven decimal Eight One Perches (0A 2R 11.81 P).

#### THE SECOND SCHEDULE ABOVE REFERRED TO

ement of land bearing marked Lot No. P31 in Preliminary Plan 14995 dated 04.07.1912 resicated by E.E.O'Leary Esqre for R.S Templeton Esqre, situated Turret Road in Kollupitiya within the Municipal limits of Colombo in the Western Province and Bounded on

by land claimed by I.L.M Avoo Lebbe Marikar bearing Assessment No. 16

by Turret Road

Seath by Turret Road

West by a Path

and containing in extent Nine decimal Eight Seven Perches (0A 0R 9.87P).

#### THE THIRD SCHEDULE ABOVE REFERRED TO

Allotment of land bearing marked Lot No. 031 in Preliminary Plan 14995 dated 04.07.1912 authenticated by E.E.O'Leary Esqre for R.S Templeton Esqre, situated Turret Road in Kollupitiya Ward within the Municipal limits of Colombo in the Western Province and Bounded on

North by land claimed by Mr. W.C Fernandes

East by Lot No.3697 in Acquisition P.P 14995

South by Turret Road

West by Canal

and containing in extent Thirteen decimal Eight Four Perches (0A 0R 13.84P).

## THE FOURTH SCHEDULE ABOVE REFERRED TO

Allotment of land bearing marked Lot No. 3697 in Preliminary Plan 14995 dated 04.07.1912 authenticated by E.E.O'Leary Esqre for R.S Templeton Esqre and included in Title Plan No. 319581 authenticated by W.C.S Ingles, situated Turret Road in Kollupitiya Ward 9 within the Municipal limits of Colombo in the Western Province and Bounded on

North by a Road

D. ()

East by a Road

South

West by M.C Land (Lot No. 031 in P.P 14995)

and containing in extent Naught decimal Eight One Perches (0A 0R 0.81P)

#### THE FIFTH SCHEDULE ABOVE REFERRED TO

Allotment of land bearing marked Lot No. 3695 in Preliminary Plan 14995 dated 04.07.1912 authenticated by E.E.O'Leary Esqre for R.S Templeton Esqre and included in Title Plan No. 319581 authenticated by W.C.S Ingles, situated Turret Road in Kollupitiya Ward 9 within the Municipal limits of Colombo in the Western Province and Bounded on

North by M.C Land (Lot No.N 31 in P.P 14995)

East by a canal

South -

West by M.C Land (Lot No. N31 in P.P 14995)

and containing in extent One decimal Three One Perches (0A 0R 1.31P)

#### THE SIXTH SCHEDULE ABOVE REFERRED TO

Allotment of land bearing marked Lot No. 3696 in Preliminary Plan 14995 dated 04.07.1912 authenticated by E.E.O'Leary Esqre for R.S Templeton Esqre and included in Title Plan No. 319581 authenticated by W.C.S Ingles, situated Turret Road in Kollupitiya Ward 9 within the Municipal limits of Colombo in the Western Province and Bounded on

North by Land claimed by W.C Ferdinandes

East by M.C Land (Lot No.031 in P.P 14995)

South -

West by Canal

and containing in extent Naught decimal One Two Perches (0A 0R 0.12P)

#### THE SEVENTH SCHEDULE ABOVE REFERRED TO

ALL THAT DIVIDED allotment of land bearing Assessment No. 19 in Srimath Anagari Dharmapala Mawatha marked Lot 1 in PP Co 9512, authenticated by Surveyor General 20.01.2015, situated in the village Kollupitiya, within divisional No of 37 - Kollupitiya, Gra Niladari Division of Kollupitiya, in the Divisional Secretary's Division of Thinking Syaya 1 Local Authority area of Colombo Municipal Council of Colombo District in Western Province Bounded on

North by land bearing Assessment No. 225 in Kollupitiya Road, Lands bearing Assessment 18,20,28 in St. Michaels Road and Serendib Road

East by Serendib Road and Srimath Anagarika Dhannapala Mawatha

South by Srimath Anagarika Dharmapala Mawatha and land bearing Assessment No. Srimath Anagarika Dharmapala Mawatha

West by land bearing Assessment No. 13 in Srimath Anagarika Dharmapala Mawatha an bearing Assessment No. 225 in Kollupitiya Road

T

las per said preliminary plan no PP Co 9512 and containing in extent naught decimal two Seven en Three Hectare (0.2773 Ha).

WHEREOF the parties hereto have set their respective hands hereunto and to two caused their official seals to be placed on the same tenor as these presents on this 22<sup>nd</sup> Language Two Thousand Twenty One.

and on behalf of the Colombo Municipal Council

Worship, The M

ombo Municipal Co

Municipal Commissioner

Colombo Municipal Council

messes:

18400100V

Name

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Address

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and on behalf of the Urban Development' Authority

Chairman

in Development Authority

Chartered Archt. Harshan De Silva Chairman Urban Development Authority

Director General

Urban Development Authority

Plnr. N.P.K. Ranaweera Director General Urban Development Authority

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