

**GREATER MOHALI AREA DEVELOPMENT AUTHORITY
PUDA BHAWAN SECTOR-62, MOHALI.**

INDEX

Item No.	Subject
1.01	Constitution of the Authority.
1.02	Greater Mohali Area Development Authority(Committees and conduct of Business) Regulations, 2006
1.03	ਪੰਜਾਬ ਸਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਿਟੀ ਦੇ ਰੂਲਜ਼, ਰੈਗੂਲੇਸ਼ਨ ਅਤੇ ਹੋਰ ਪ੍ਰੋਕਟਿਸਜ਼ ਆਦਿ ਅਖਤਿਆਰ ਕਰਨ ਬਾਰੇ।
1.04	Ratification of action taken by the various officers of the Authority from the date of creation.
1.05	Resolution under section 175(1) of the Punjab Regional and Town Planning and Development Act, 1995 for giving powers to perform the functions of the Authority.
1.06	ਸ੍ਰੀ ਤਾਰਾ ਸਿੰਘ, ਪ੍ਰਬੰਧਕ ਅਫਸਰ ਨੂੰ ਪੂਰਾ ਕਰਮਚਾਰੀਆਂ/ ਅਧਿਕਾਰੀਆਂ ਲਈ ਉਲੀਕੀ ਗਈ ਸਕੀਮ ਅਧੀਨ ਅਲਾਟ ਕੀਤੇ ਗਏ ਪਲਾਟ ਦੇ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਵਿਚ ਵੇਚਣ ਸਬੰਧੀ ਸਰਤ ਨੂੰ ਹਟਾਉਣ ਸਬੰਧੀ ਦਿੱਤੀ ਗਈ ਪ੍ਰਤੀ ਬੇਨਤੀ ਬਾਰੇ।
1.07	Regarding transfer of title of 15.726 acres of land in Sector-67, Mohali to Infotech- Execution of Conveyance Deed.
1.08	Representation of Sh. Gurinderjit Singh Sandhu, IAS regarding extension of another three years period for construction of plot NO. 1522, Sector-69, SAS Nagar (Mohali).
1.09	ਪਾਵਰ ਆਫ ਅਟਾਰਨੀ ਦਸਤਖਤ ਕਰਨ ਬਾਰੇ।
1.10	ਮੁਹਾਲੀ ਵਿਖੇ ਰੈਡ ਕਰਾਸ ਭਵਨ ਵਾਸਤੇ ਭੌ ਅਲਾਟ ਕਰਨ ਬਾਰੇ।
1.11	Allotment of land to Punjab Golf Association.
1.12	To consider the matter regarding allotment of land for setting up Kendriya Vidyala at SAS Nagar.
1.13	Allotment of houses lying vacant at Mohali to the Deputy Commissioner SAS Nagar for allotment to its employees on Rental basis.
1.14	ਪਲਾਟ ਨੰ: 454, ਫੇਜ਼-3ਏ, ਮੋਹਾਲੀ ਬਦਲੇ ਸ੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਨੱਥੂ ਰਾਮ ਨੂੰ ਪਲਾਟ ਦੀ ਅਲਾਟਮੈਂਟ ।
1.15	Plot No. 15, Sector-69, SAS Nagar – waiving of interest/penalty on due installments/amount.
1.16	Waiving of penal interest in respect of SCF No. 32, Phase-1, SAS Nagar (Mohali).

INDEX

(Supplementary Agenda)

Item No.	Subject
1.17	Office Building for GMADA <i>Appr</i>
1.18	GIS based Existing Land use Mapping – for area falling under the jurisdiction of Greater Mohali Area Development Authority & Area of Chandigarh Periphery in Punjab (Greater Mohali Study Area). <i>Agmt Decm</i>
1.19	High Speed urban Corridor, Northern Ring Road, Mohali Connecting Chandigarh at Sector 39 to NH-21 Beyond Kharar at Ludhiana Morinda Road. <i>Draft prepared to be reviewed by the Govt of Punjab</i>
1.20	Execution of Memorandum of Agreement (MOA) between Greater Mohali Area Development Authority & Jurong Consultancy Pte. Limited, Singapore for preparation of Master Plan for Area under GMADA. <i>Defin No Q</i>
1.21	Mohali Development Plan. <i>Decision Nov.</i>
1.22	City Centre, Sector 62, SAS Nagar. <i>Rt to ...</i>

Agenda Item No. 1.01
(Executive Committee)

Subject: Constitution of the Authority

The Punjab Government vide notification bearing No. 13/52/2006-1HG2/7443 dated 14-8-2006 has constituted the Authority under Section 29 of the Punjab Regional and Town Planning and Development Act, 1995 (Punjab Act No.11 of 1995) and nominated its official members namely :-

1.	Chief Minister, Punjab	Chairman
2.	Housing and Urban Development Minister	Member
3.	Chief Secretary	Member
4.	Principal Secretary to Chief Minister	Member
5.	Principal Secretary Finance	Member
6.	Secretary, Housing and Urban Development	Member
7.	Secretary, Local Government	Member
8.	Chief Town Planner, Punjab	Member
9.	Chief Administrator, GMADA	Member

Following non-official members have also been nominated by the Government vide notification bearing No. 13/76/06-1HG2/11511 dated 10-11-06:-

1. Shri Jaspal Singh, Municipal Councillor, M.C. Zirakpur.
2. Shri Amritpal Singh, President, M. C. Derabassi.
3. Shri Rajinder Singh Rana, President, M. C. Mohali.

In addition to above, Government has also nominated following special invitees to the meetings of the Greater Mohali Area Development Authority (GMADA) vide order dated 8-11-06 issued vide Endst. No. 13/76/06-1HG2/11507 dated 10-11-06 :-

1. Shri Bir Devinder Singh, M. L. A.
2. Shri Balbir Singh Sidhu, Mohali.
3. Smt. Lakhwinder Kaur Garcha.

The matter is placed before the Executive Committee for information.

11

GOVERNMENT OF PUNJAB
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(HOUSING II BRANCH)

NOTIFICATION

Dated, Chandigarh, the August 14, 2006

No.13/52/2006-1HG2/7443, Whereas the Governor of Punjab is of the opinion that the object of proper development of the area falling in Sahibzada Ajit Singh Nagar District and some adjoining areas falling in other districts will be best served by entrusting the work of development and redevelopment thereof to a Special Authority.

Therefore, in exercise of the powers conferred by Section 29(1) of the Punjab Regional and Town Planning and Development Act 1995 (Punjab Act No.11 of 1995), the Governor of Punjab is pleased to constitute & establish the Greater Mohali Area Development Authority (GMADA) for areas falling in Sahibzada Ajit Singh Nagar District and adjoining areas falling in other Districts as defined in the annexed Drawing No. DTP (SAS Nagar) 1832/2006 dated 07.08.2006. The Authority shall comprise of the following: -

OFFICIAL MEMBERS

- | | |
|---|-----------|
| 1. Chief Minister, Punjab. | Chairman. |
| 2. Housing & Urban Development Minister | Member. |
| 3. Chief Secretary | Member. |
| 4. Principal Secretary to Chief Minister. | Member. |
| 5. Principal Secretary Finance. | Member. |
| 6. Secretary, Housing & Urban Development | Member. |
| 7. Secretary, Local Government. | Member. |
| 8. Chief Town Planner, Punjab. | Member. |
| 9. Chief Administrator, GMADA. | Member. |
| 10. Three non-official members to be nominated by the Chief Minister. | |

1. Chief Administrator of the Authority shall be appointed by the Government. Deputy Commissioner, Sahibzada Ajit Singh Nagar District will function as Chief Administrator of the Greater Mohali Area Development Authority (GMADA) till an officer is appointed as such by the Government.
2. The Headquarters of the Authority shall be at Sahibzada Ajit Singh Nagar.
3. All the powers and functions of the Punjab Urban Planning and Development Authority relating to development and redeployment of Sahibzada Ajit Singh Nagar District and adjoining areas falling in other districts, forming part of Greater Mohali Area, shall be exercised by the Greater Mohali Area Development Authority as constituted.

Place: Chandigarh
The August 14, 2006.
No.13/52/2006-1HB2/7444

A.R.TALWAR
Secretary to Government of Punjab,
Housing & Urban Development.
Dated 14.08.2006

A copy along with one spare copy of is forwarded to the Controller Printing & Stationery, Punjab, Chandigarh, with the request that above Notification may be published in the Punjab Government Gazette (Extra Ordinary) and 200 copies of the Gazette Notification be sent to this Department.

No.13/52/2006-1HG2/7445

Joint Secretary Housing.
Dated 14.08.2006

A copy is forwarded to the Accountant General (A&E), Punjab, Chandigarh for information and necessary action.

No.13/52/2006-1HG2/7446-53

Joint Secretary Housing.
Dated 14.08.2006

A copy is forwarded to the following for information and necessary action:

1. Chief Secretary
2. Principal Secretary to Chief Minister.
3. Principal Secretary Finance
4. Secretary, Housing & Urban Development
5. Secretary, Local Government.
6. Chief Town Planner, Punjab.
- ✓ 7. Chief Administrator, Greater Mohali Area Development Authority (GMADA)
8. Deputy Commissioner, Mohali.

Joint Secretary Housing.

**GREATER MOHALI AREA DEVELOPMENT AUTHORITY,
SAS NAGAR**

Agenda Item No. 1.02

**Sub: Greater Mohali Area Development Authority (Committees
and Conduct of Business) Regulations, 2006.**

As per Notification issued by the Government of Punjab, Department of Housing and Urban Development (Housing II Branch) vide No.13/52/2006/1HG27445 dated 14th August, 2006(Annexure-II), Greater Mohali Area Development Authority has been formed. To discharge the various duties & functions of Greater Mohali Area Development Authority, Committees and Conduct of Business Regulations are required to be framed immediately. The Authority is competent to form such regulations as per Clause(d) of sub-section(2) of section 182 of the Punjab Regional and Town Planning and Development Act, 1995 (Punjab Act No.11 of 1995). Accordingly, regulations have been drafted (Annexure-I) and placed below for consideration and approval of the Authority.

GREATER MOHALI AREA DEVELOPMENT AUTHORITY, SAS NAGAR

REGULATIONS

In exercise of the powers conferred by clause (d) of sub-section (2) of section 182 of the Punjab Regional and Town Planning and Development Act, 1995 (Punjab Act No. 11 of 1995), the Greater Mohali Area Development Authority hereby makes the following regulations namely: -

1. **Short title, commencement and application**

- (1) These regulations may be called the Greater Mohali Area Development Authority (Committees and Conduct of Business) Regulations, 2006.
- (2) They shall come into force at once.
- (3) They shall apply to all the employees of the Authority and the personnel employed by the Authority on deputation in respect of all matters not regulated by the terms & conditions of deputation.

2. **Definitions:** - In these regulations unless the context otherwise requires-

- (a) 'Act' means the Punjab Regional & Town Planning & Development Act, 1995.
- (b) 'Authority' means the GMADA established under section 29 of the Act.
- (c) 'Chairman' means the Chairman of the Authority;
- (d) 'Chief Administrator' means the CA of the Authority appointed under section 17 of the Act and;
- (e) 'Section' means section of the Act

3. **Time & Place of meeting-**

- (a) The authority shall meet for transaction of business at least once in every three months at such date, time and place as may be, from time to time be fixed by the Chief Administrator with the approval of the Chairman.
- (b) The meetings of the authority shall ordinarily be held at the Head quarter's of the authority.

4. **Power to adjourn meetings** The Presiding officer may, if he thinks it necessary or expedient and shall, if so, directed by majority of the members present, adjourn the meeting of the authority but no business shall be transacted at the adjourned meeting other than the business left unfinished at the meeting which had been adjourned.

5. **Notice for meetings** (1) At least seven days notice in writing of a meeting of the Authority shall be given to each member and copy of the agenda for the meeting and a brief note, if any, on each item of the agenda shall also be sent to the members either with the notice or as soon thereafter as possible, but at least three days before the meeting.

Provided that an emergent meeting of the Authority may be called at a shorter notice and in cases of extreme urgency the decision may be got approved through circulation.

6. **Matters to be decided by the Authority:-** The Authority shall consider and decide:-

- (a) All matters required to be considered by the Authority under any provisions of the Act and the rules and regulations made thereunder or under any other law for the time being in force or under any direction of the State Govt.

- (b) Any other matter specially required by the Chairman to be laid before the Authority in view of its importance.

7. **Record of minutes** The minutes of the meeting of the Authority shall be recorded in writing in a book maintained for the purpose which shall be retained in the custody of an officer of the Authority nominated by the Chief Administrator, and shall be signed by the Presiding Officer and the Chief Administrator and, thereafter, shall be circulated by the Chief Administrator as soon as possible after the meeting for the information of the members and shall be placed before the next meeting of the Authority for information.

8. **Appointment of Committees:-** For the purpose of securing efficient discharge of its functions, particularly for the purpose of ensuring of the efficient maintenance of Public amenities and execution of development works and project, there shall be following committees of the Authority, namely:-

(i) **Executive Committee**:- The Executive committee shall consist of:-

- | | | |
|-------|---|--------------------|
| (i) | Chief Secretary to Govt of Punjab | - Chairman. |
| (ii) | Principal Secretary to CM, Punjab | - Member. |
| (iii) | Principal Secretary, Finance, Punjab | - Member. |
| (iv) | Principal Secretary Local Govt, Pb. | - Member. |
| (v) | Secretary Housing & Urban Development Pb. | - Member. |
| (vi) | Chief Town Planner, Punjab | - Member. |
| (vii) | Chief Administrator, GMADA | - Member Secretary |

The Committee shall discharge the following functions namely:-

(i) The Constitution of Executive Committee shall be to secure efficient discharge of the functions of GMADA. The Executive Committee will exercise all the powers of GMADA, including the functions as specified below, and decisions taken in the Executive Committee shall be placed in the next meeting of the Authority for ratification:-

- To approve the selection of Urban Estates, development of areas and new townships.
- To approve housing projects and other projects for development of land in Urban Estates, development of areas and new townships and other Urban Development Programme.
- Selection of Public/Private Sector collaborators.

(ii) **Planning & Design Committee**: The Planning & Design committee shall consist of:-

- | | | |
|-------|---|--------------------|
| (i) | Secretary to Govt of Punjab
Department of Housing & Urban Development | - Chairman. |
| (ii) | Secretary to Govt of Punjab
Department of Local Govt or his representative | - Member. |
| (iii) | Chief Administrator, GMADA | - Member- Convenor |
| (iv) | Chief Town Planner, Punjab | - Member. |
| (v) | Chief <u>Country</u> Planner, Punjab | - Member |
| (vi) | Chief Arch, Punjab | - Member |

The committee shall discharge the following functions namely:-

- Scrutinize proposals for declaring planning areas and preparation of Regional Plans, Master Plans and Town Development Schemes under the Act and the Rules and Regulations made there under to be recommended to the authority for necessary approval.
- Scrutiny of layout plans for Sectors and Sub-sectors.
- Discharge any other function that the authority or the Executive Committee may specifically assign.

iii) **Finance & Accounts Committee** The Finance & Accounts Committee shall consist of:-

- | | | |
|-------|--|-------------------|
| (i) | Secretary to Govt of Punjab
Department of Housing & Urban Development. | - Chairman. |
| (ii) | Secretary to Govt of Punjab
Department of Finance or his representative | - Member |
| (iii) | Chief Administrator, GMADA | - Member-Convenor |

The committee shall discharge the following functions namely: -

- Scrutiny of budget proposals and annual statements of accounts including balance sheet and to make recommendations thereupon before the same are presented to the authority for approval.
- Determining prices and policies for disposal of land/ plots / houses provided that the same shall be placed for the formal approval of the Executive Committee.
- Allotment of land to various institutions that may be specifically indicated in accordance with the policy decision of the authority provided that the same shall be placed for the formal approval of the Executive Committee.
- Discharge any other functions, which the Authority or Executive Committee may specifically assign.

**SCHEDULE OF BOUNDARY OF GREATER MOHALI AREA
DEVELOPMENT AUTHORITY.**

- NORTH:** Starting from point 'A' which is situated on the meeting point of Northern Eastern boundary of village Bardar (H.B.No. 370), Northern Western boundary of village Tarapur (H.B.No.325) and Southern boundaries of Himachal Pradesh and Haryana, then moving towards East along the common boundaries of Punjab & Haryana upto point 'B' which is situated on the common meeting point of Chandigarh Himachal and Southern-Eastern boundary of village Kansal (H.B.No.354) then moving towards East along the Northern-Western and Southern boundaries of Chandigarh U.T. upto point 'C' which is the common point of Northern boundary of village Baltana (H.B.No.47), boundaries of Haryana and U.T. of Chandigarh.
- EAST:** Starting from point 'C' then moving along the common boundaries of Punjab & Haryana state cutting across Chandigarh-Ambala Road and Chandigarh-Ambala Railway Line upto point 'D' which is formed by the common boundaries of district Patiala, District SAS Nagar and Punjab & Haryana State boundary near village Dangdera (H.B.No.150).
- SOUTH:** Starting from point 'D' and moving towards North along the common boundaries of District SAS Nagar and Patiala upto village Mamoli (H.B.No.240) and then along the Southern boundary of Chandigarh Periphery and village Banur (H.B.No.280) upto point 'E' which is formed by the intersection of Banur-Rajpura road and common boundaries of village Gobindpur (H.B.No.260) and village Banur (H.B.No.280).
- WEST:** Starting from point 'E' and moving towards West along the western boundary of Chandigarh Periphery in Punjab upto village Dhabali (H.B.No.53) and then moving along the common boundary of district Fatehgarh Sahib and district SAS Nagar upto point 'E' which is formed by the common boundaries of village Machhipur (H.B.No.387), village Rattangarh (H.B. No. 250) and common boundaries of district SAS Nagar and district Fatehgarh Sahib, then moving towards North along the common boundaries of district SAS Nagar and district Ropar upto point 'A' which is the starting point.

NOTE :Details of Schedule of boundary is based on drawing No. DTP(SAS Nagar) 1832/2006 dated 07.08.2006.

Placed: Chandigarh
The August 14, 2006.

A.R.TALWAR
Secretary to Government of Punjab,
Housing & Urban Development.

ਅਜੰਡਾ ਆਈਟਮ ਨੰ: 1.03
(ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ)

ਵਿਸ਼ਾ:- ਪੰਜਾਬ ਸਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਿਟੀ ਦੇ ਰੂਲਜ਼, ਰੈਗੂਲੇਸ਼ਨ ਅਤੇ ਹੋਰ ਪ੍ਰੋਕਟਿਸਜ ਆਦਿ ਅਖਤਿਆਰ ਕਰਨ ਬਾਰੇ।

ਗ੍ਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵਲਪਮੈਂਟ ਅਥਾਰਿਟੀ (ਗਮਾਡਾ) ਨੇ ਆਪਣਾ ਕੰਮ ਮਿਤੀ 14-7-2006 ਤੋਂ ਸ਼ੁਰੂ ਕਰ ਦਿੱਤਾ ਹੈ। ਪੰਜਾਬ ਅਰਬਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵਲਪਮੈਂਟ ਐਕਟ 1995 ਦੀ ਧਾਰਾ 182(1) ਵਿਚ ਰੈਗੂਲੇਸ਼ਨ ਬਨਾਉਣ ਦੇ ਅਧਿਕਾਰ ਅਥਾਰਿਟੀ ਕੋਲ ਹਨ। ਕਿਉਂਜੋ ਰੂਲ ਐਂਡ ਰੈਗੂਲੇਸ਼ਨ ਬਨਾਉਣ ਵਿਚ ਕਾਫੀ ਸਮਾਂ ਲਗ ਜਾਵੇਗਾ। ਇਸ ਲਈ ਇਹ ਉਚਿਤ ਹੋਵੇਗਾ ਕਿ ਪੰਜਾਬ ਸਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਿਟੀ ਨੇ ਪੰਜਾਬ ਰਿਜਨਲ ਐਂਡ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵਲਪਮੈਂਟ ਐਕਟ 1995 ਤਹਿਤ ਜੋ ਰੈਗੂਲੇਸ਼ਨ ਬਣਾਏ ਹਨ ਉਹ ਤੁਰੰਤ ਅਥਾਰਿਟੀ ਵਿਚ ਲਾਗੂ ਕਰ ਦਿਤੇ ਜਾਣ ਤਾਂ ਜੋ ਅਥਾਰਿਟੀ ਦਾ ਕੰਮ ਉਸੇ ਤਰ੍ਹਾਂ ਹੀ ਚਲਦਾ ਰਹੇ ਜਿਵੇਂ ਕਿ ਪੂਰਾ ਰਾਹੀਂ ਕੀਤਾ ਜਾ ਰਿਹਾ ਹੈ।

ਉਪਰੋਕਤ ਤੋਂ ਇਲਾਵਾ ਸਹਿਰੀ ਮਿਲਖਾਂ ਵਿਚ ਮਕਾਨਾਂ ਅਤੇ ਥਾਂਵਾਂ ਦੀ ਅਲਾਟਮੈਂਟ/ਨਿਪਟਾਰੇ ਸਬੰਧੀ ਸਮੇਂ ਸਿਰ ਨਿਰਧਾਰਤ/ਲਾਗੂ ਕੀਤੀ ਗਈ ਪਾਲਿਸੀ ਨੂੰ ਵੀ ਗ੍ਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵਲਪਮੈਂਟ ਅਥਾਰਿਟੀ ਦੇ ਰੂਲਜ਼, ਰੈਗੂਲੇਸ਼ਨ ਅਤੇ ਪਾਲਿਸੀ ਬਣਾਣ ਤੱਕ ਲਾਗੂ ਕੀਤੇ ਜਾਣ ਦੀ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ ਜਾਵੇ। ਇਸੇ ਤਰ੍ਹਾਂ ਜੋ ਹੋਰ ਕਿਸੇ ਵਿਸ਼ੇ ਤੇ ਪਾਲਿਸੀ ਜਾਂ ਪਰੇਸੀਡੇਂਟ ਇਤਿਆਦਿ ਜੋ ਪੰਜਾਬ ਮਕਾਨ ਉਸਾਰੀ ਵਿਕਾਸ ਬੋਰਡ ਵੇਲੇ ਲਾਗੂ ਸਨ ਅਤੇ ਪੂਰਾ ਵਲੋਂ ਅਡਾਪਟ ਕੀਤੇ ਗਏ ਹਨ, ਪੂਰਾ ਵਲੋਂ ਸਮੇਂ ਸਮੇਂ ਤੇ ਕੀਤੀਆਂ ਸੋਧਾਂ ਸਮੇਤ ਉਹ ਉਨੀ ਦੇਰ ਅਥਾਰਿਟੀ ਵਿਚ ਵੀ ਲਾਗੂ ਰਖਣੇ ਪੈਣਗੇ ਜਿਨ੍ਹਾਂ ਦੇਰ ਅਥਾਰਿਟੀ ਵਲੋਂ ਅਜਿਹੇ ਬਦਲਵੇਂ ਪ੍ਰਬੰਧਕ ਨਹੀਂ ਕੀਤੇ ਜਾਂਦੇ।

ਉਪਰੋਕਤ ਤੋਂ ਇਲਾਵਾ, ਇਹ ਵੀ ਸੁਝਾਓ ਹੈ ਕਿ ਉਪਰੋਕਤ ਰੂਲਜ਼ ਅਤੇ ਰੈਗੂਲੇਸ਼ਨਜ਼ ਅਤੇ ਪਰੇਸੀਡੇਂਟਸ ਵਿਚ ਜਿਥੇ ਕਿਤੇ ਬੋਰਡ ਜਾਂ ਹਾਊਸਿੰਗ ਕਮਿਸ਼ਨਰ ਜਾਂ ਵਧੀਕ ਮਕਾਨ ਉਸਾਰੀ ਕਮਿਸ਼ਨਰ ਜਾਂ ਪੂਰਾ ਜਾਂ ਹਰ ਕੋਈ ਨੋਮਨੀਕਲੇਚਰ (ਨਾਮ) ਬੋਰਡ/ਪੂਰਾ ਨਾਲ ਤਾਲੁਕ ਰਖਦਾ ਹੋਵੇ ਵਰਤਿਆ ਗਿਆ ਹੈ ਜਾਂ ਹੋਰ ਅਜਿਹਾ ਦਰਸਾਇਆ ਗਿਆ ਹੈ, ਉਨ੍ਹਾਂ ਦੀ ਵੀ ਲੋੜ ਅਨੁਸਾਰ ਅਡੈਪਟੇਸ਼ਨ (adaptation) ਦੇ ਅਧਿਕਾਰ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ, ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ ਨੂੰ ਦਿੱਤੇ ਜਾਣ।

ਇਸ ਸਬੰਧ ਵਿਚ ਨਿਮਨ-ਲਿਖਤ ਮਤਾ ਸੋਧ ਜਾਂ ਨਾ ਸੋਧ ਨਾਲ ਪਾਸ ਕਰਨ ਦਾ ਸੁਝਾਓ ਹੈ:-

ਗ੍ਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵਲਪਮੈਂਟ ਅਥਾਰਿਟੀ ਦੇ ਮਿਤੀ 14-8-2006 ਦੇ ਹੋਂਦ ਵਿਚ ਆਉਣ ਤੋਂ ਪਹਿਲਾਂ ਅਥਾਰਿਟੀ ਦੇ ਵੱਖ-ਵੱਖ ਅਫਸਰਾਂ ਵਲੋਂ ਪੰਜਾਬ ਉਸਾਰੀ ਵਿਕਾਸ ਬੋਰਡ ਐਕਟ, 1972 ਜਾਂ ਪੰਜਾਬ ਰਿਜਨਲ ਐਂਡ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵਲਪਮੈਂਟ ਐਕਟ 1995 ਤਹਿਤ ਬਣਾਏ ਗਏ ਵੱਖ-ਵੱਖ ਰੂਲਜ਼, ਰੈਗੂਲੇਸ਼ਨਜ਼, ਪਾਲਿਸੀਆਂ ਅਤੇ ਪ੍ਰੋਸੀਜਰਜ਼, ਮਤੇ, ਪ੍ਰੈਸੀਡੇਂਟਜ਼ ਆਦਿ ਸਮੇਂ ਸਮੇਂ ਤੇ ਕੀਤੀਆਂ ਸੋਧਾਂ ਸਹਿਤ ਆਪਣੇ ਅਧਿਕਾਰਾਂ (ਸਮੇਤ ਵਿੱਤੀ ਅਧਿਕਾਰਾਂ) ਦੀ ਵਰਤੋਂ ਕੀਤੀ ਜਾਂਦੀ ਰਹੀ ਹੈ ਅਤੇ ਹੁਣ ਅਥਾਰਿਟੀ ਦੇ ਆਪਣੇ ਰੂਲਜ਼, ਰੈਗੂਲੇਸ਼ਨਜ਼, ਪਾਲਿਸੀਆਂ ਅਤੇ ਪ੍ਰੋਸੀਜਰਜ਼, ਮਤੇ ਪਰੇਸੀਡੇਂਟ ਬਨਾਉਣ ਤੱਕ ਅਥਾਰਿਟੀ ਦੇ ਅਫਸਰ ਪਹਿਲਾਂ ਵਾਂਗ ਹੀ ਉਨ੍ਹਾਂ ਅਧਿਕਾਰਾਂ ਦੀ ਵਰਤੋਂ ਕਰਦੇ ਰਹਿਣਗੇ ਅਤੇ ਉਪਰੋਕਤ ਰੂਲਜ਼ ਐਂਡ ਰੈਗੂਲੇਸ਼ਨਜ਼ ਵਿਚ ਜਿਥੇ ਕਿਤੇ ਹਾਊਸਿੰਗ ਬੋਰਡ/ਪੂਰਾ ਦੇ ਨੋਮਨੀਕਲੇਚਰ ਵਰਤੇ ਗਏ ਹਨ ਜਾਂ ਹੋਰ ਅਜਿਹਾ ਦਰਸਾਇਆ ਗਿਆ ਹੈ, ਉਨ੍ਹਾਂ ਦੀ ਵੀ ਲੋੜ ਅਨੁਸਾਰ ਅਡੈਪਟੇਸ਼ਨ (adaptation) ਦੇ ਅਧਿਕਾਰ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ, ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ ਨੂੰ ਦਿੱਤੇ ਜਾਣ।

ਇਹ ਮਾਮਲਾ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਅਗੇ ਵਿਚਾਰਣ ਅਤੇ ਪ੍ਰਵਾਨਗੀ ਹਿੱਤ ਪੇਸ਼ ਹੈ ਜੀ।

Agenda Item No. 1.04
(Executive Committee)

Subject: Ratification of action taken by the various officers of the Authority from the date of creation.

The Greater Mohali Area Development Authority, as notified by the State Government, came into force with effect from 14th August, 2006. With effect from 14th August, 2006 all activities were to be performed by the Greater Mohali Area Development Authority under the provisions of the Punjab Regional and Town Planning and Development Act, 1995. With the permission of the Chairman, the officers of the Authority have functioned as per the regulations, rules, procedure, precedents etc. as prevalent in the Punjab Urban Planning and Development Authority for the period from 14th August to date. The powers to allow the same vest with the Authority. Therefore, the Authority is requested to ratify the actions taken by the various officers in performance of their duty from 14th August to date.

Agenda Item No. 105
(Executive Committee)

Subject: Resolution under Section 175(1) of the Punjab Regional and Town Planning and Development Act 1995 for giving powers to perform the functions of the Authority.

The functions and powers of Greater Mohali Area Development Authority (Authority) are governed by the provisions of Punjab Regional and Town Planning and Development Act, 1995. The Authority has been vested with the large number of functions under this Act. The Authority as notified by the State Government vide notification No. 13/52/2006-1HG2/7443 dated 14-8-2006 comprises of 12 members. The meeting of the Authority is likely to be held once in three months. Therefore, in order to carry out functions of the Authority as given in the Act, it is essential that the authorisation is made to perform these functions. Section 175(1) of the Act allows Authority for such an act. Accordingly the Executive Committee is requested to pass the following resolution with or without modification as may be deemed fit:-

"The Greater Mohali Area Development Authority by virtue of the powers vested in it under sub-section (1) of the Section 175 of the Punjab Regional and Town Planning and Development Act 1995 hereby resolves that the powers exercisable by it under Sections 2(r), 26, 35, 41, 42, 43, 49, 51, 52, 53, 54, 139, 140, 141, 155, 164, 167 and 169 of the aforesaid Act shall also be exercised by the Chief Administrator of the Authority and by such other officers of the Authority as the Chief Administrator may from time to time authorise."

It is also added that these powers are vested with Chief Administrator in PUDA also.

(1)

AGENDA ITEM NO. 1.06
(EXECUTIVE COMMITTEE)

Subject: ਸ੍ਰੀ ਤਾਰਾ ਸਿੰਘ, ਪ੍ਰਬੰਧਕ ਅਫਸਰ ਨੂੰ ਪੂਡਾ ਕਰਮਚਾਰੀਆਂ/ਅਧਿਕਾਰੀਆਂ ਲਈ ਉਲੀਕੀ ਗਈ ਸਕੀਮ ਅਧੀਨ ਅਲਾਟ ਕੀਤੇ ਗਏ ਪਲਾਟ ਦੇ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਵਿਚ ਵੇਚਣ ਸਬੰਧੀ ਸਰਤ ਨੂੰ ਹਟਾਉਣ ਸਬੰਧੀ ਦਿੱਤੀ ਗਈ ਪ੍ਰਤੀ ਬੇਨਤੀ ਬਾਰੇ।

The matter on the subject cited above was placed before the Finance and Accounts Committee of PUDA in its 51st meeting held on 20-7-06 vide item No. 51.20. Copy of the agenda is placed as Annexure-I. This item was deferred by the Finance and Accounts Committee of PUDA. Decision in the matter is yet to be taken after considering all facts, as such matter is again placed before the Executive Committee, for consideration and appropriate decision.

Agenda Item No. 51. 2
(Policy Branch)

Date:
Name of Dignitary:

(2)

ਵਿਸ਼ਾ:- ਸ੍ਰੀ ਤਾਰਾ ਸਿੰਘ, ਪ੍ਰਬੰਧਕ ਅਫਸਰ ਨੂੰ ਪੁੱਛਾ ਕਰਮਚਾਰੀਆਂ/ਅਧਿਕਾਰੀਆਂ ਲਈ ਉਲੀਕੀ ਗਈ ਸਕੀਮ ਅਧੀਨ ਅਲਾਟ ਕੀਤੇ ਗਏ ਪਲਾਟ ਦੇ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਵਿੱਚ ਵੇਚਣ ਸਬੰਧੀ ਸਰਤ ਨੂੰ ਹਟਾਉਣ ਸਬੰਧੀ ਦਿੱਤੀ ਗਈ ਪ੍ਰਤੀ ਬੇਨਤੀ ਬਾਰੇ।

1. ਪੁੱਛਾ ਕਰਮਚਾਰੀਆਂ/ਅਧਿਕਾਰੀਆਂ ਲਈ ਸਾਲ 2001 ਵਿੱਚ ਉਲੀਕੀ ਗਈ One Time ਸਕੀਮ ਵਿੱਚ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਸਰਤ ਲਗਾਈ ਗਈ ਸੀ:-

"ਇਸ ਸਕੀਮ ਅਨੁਸਾਰ ਅਲਾਟ ਕੀਤਾ ਗਿਆ ਪਲਾਟ ਸਮਰੱਥ ਅਧਿਕਾਰੀ ਤੋਂ ਕੰਪਲੀਸ਼ਨ ਸਰਟੀਫਿਕੇਟ ਜਾਰੀ ਹੋਣ ਦੀ ਮਿਤੀ ਤੋਂ 5 ਸਾਲ ਤੱਕ ਵੇਚਣ ਯੋਗ ਨਹੀਂ ਹੋਵੇਗਾ।

2. ਇਸ ਸਕੀਮ ਅਧੀਨ ਪ੍ਰਾਪਤ ਹੋਈਆਂ ਅਰਜੀਆਂ ਦੇ ਯੋਗ ਪੁੱਛਾ ਕਰਮਚਾਰੀਆਂ/ਅਧਿਕਾਰੀਆਂ ਨੂੰ ਪਲਾਟ ਅਲਾਟ ਕੀਤੇ ਗਏ ਸਨ। ਸ੍ਰੀ ਤਾਰਾ ਸਿੰਘ, ਪ੍ਰਬੰਧਕ ਅਫਸਰ ਨੂੰ ਵੀ ਇਸ ਸਕੀਮ ਅਧੀਨ 200 ਵਰਗ ਗਜ਼ ਦਾ ਪਲਾਟ ਨੰ. 2719, ਸੈਕਟਰ 67, ਮੋਹਾਲੀ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਨੰ. 22 ਮਿਤੀ 14.1.03 ਰਾਹੀਂ ਅਲਾਟ ਕੀਤਾ ਗਿਆ ਸੀ (ਕਾਪੀ ਅਨੱਲਗ-1)। ਸ੍ਰੀ ਤਾਰਾ ਸਿੰਘ, ਪ੍ਰਬੰਧਕ ਅਫਸਰ ਵਲੋਂ ਇਸ ਪਲਾਟ ਦੀ ਪੂਰੀ ਅਦਾਇਗੀ ਕਰਕੇ ਇਸ ਪਲਾਟ ਦੀ ਕੰਨਵੇਸ ਡੀਡ ਮਿਤੀ 2.3.04 ਨੂੰ ਆਪਣੇ ਨਾਂ ਤੇ ਕਰਵਾਈ ਗਈ ਹੈ (ਕਾਪੀ ਅਨੱਲਗ-2)। ਕੰਨਵੇਸ ਡੀਡ ਵਿੱਚ ਲਗਾਈ ਗਈ ਸਰਤ ਨੰ. 1(ਅ) ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਹੈ:-

"ਕਿਉਂਕਿ ਇਹ ਪਲਾਟ ਪੁੱਛਾ ਕਰਮਚਾਰੀ ਸਕੀਮ ਅਧੀਨ ਅਲਾਟ ਕੀਤਾ ਗਿਆ ਹੈ, ਜਿਸ ਦੀ ਅਲਾਟਮੈਂਟ ਦੀ ਇਹ ਸਰਤ ਹੈ ਕਿ ਪਲਾਟ ਤੇ ਮਕਾਨ ਦੀ ਉਸਾਰੀ ਮੁਕੰਮਲ ਹੋਣ ਤੋਂ ਪੰਜ ਸਾਲ ਦੇ ਅਰਸੇ ਤੱਕ ਇਹ ਪਲਾਟ ਵੇਚਿਆ ਨਹੀਂ ਜਾਵੇਗਾ। ਇਸ ਲਈ ਪਹਿਲਾਂ ਉਸ ਸਰਤ ਦਾ ਪਾਬੰਦ ਹੋਵੇਗਾ ਅਤੇ ਪਲਾਟ ਤੇ ਉਸਾਰੀ ਮੁਕੰਮਲ ਹੋਣ ਤੋਂ ਪੰਜ ਸਾਲ ਦੇ ਅਰਸੇ ਤੱਕ ਇਸ ਪਲਾਟ ਅਤੇ ਇਸ ਉਪਰ ਬਣੀ ਉਸਾਰੀ ਨੂੰ ਵੇਚਣ ਦਾ ਹੱਕਦਾਰ ਨਹੀਂ ਹੋਵੇਗਾ।

3. ਸ੍ਰੀ ਤਾਰਾ ਸਿੰਘ, ਪ੍ਰਬੰਧਕ ਅਫਸਰ ਵਲੋਂ ਪੱਤਰ ਮਿਤੀ 14.6.06 ਰਾਹੀਂ ਅਲਾਟ ਕੀਤੇ ਗਏ ਪਲਾਟ ਦੇ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਵਿੱਚ ਲਗਾਈ ਗਈ ਸਰਤ ਨੰ. 15 ਨੂੰ ਪੰਜਾਬ ਰਿਜਨਲ ਐਂਡ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ, 1995 ਦੀ ਧਾਰਾ 43(6) ਅਤੇ 43(7) ਵਿੱਚ ਕੀਤੇ ਗਏ ਉਪਬੰਧਾਂ ਦੇ ਵਿਰੁੱਧ ਦਸਦੇ ਹੋਏ ਇਸ ਸਰਤ ਨੂੰ ਖਤਮ ਕਰਨ ਲਈ ਅਤੇ ਪਲਾਟ ਨੂੰ ਆਪਣੇ ਘਰੇਲੂ ਕਾਰਨਾਂ ਕਰਕੇ ਵੇਚਣ ਦੀ ਬੇਨਤੀ ਕੀਤੀ ਗਈ ਹੈ (ਕਾਪੀ ਅਨੱਲਗ-3)

4. ਪੰਜਾਬ ਰਿਜਨਲ ਐਂਡ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ ਦੀ ਧਾਰਾ 43(6) ਅਤੇ 43(7) ਅਧੀਨ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਉਪਬੰਧ ਕੀਤਾ ਗਿਆ ਹੈ:-

43(6) "Notwithstanding anything contained in any other law for the time being in force, any land or building, or both, as the case may be, shall continue to belong to the Authority until the entire consideration money together with interest and any other amount, if any, due to the Authority, on account of the transfer of such land or building or both, is paid."

43(7) "Unless and until conditions provided in the regulations made by the Authority are fulfilled, the transferee shall not transfer any of his rights in the land or building except with the previous permission of the Authority which may be granted on such terms and conditions and on payment of such fee as may be determined by the Authority."

Alor

5. ਸੀਨੀਅਰ ਲਾਅ ਅਫਸਰ (ਮੁੱ.ਦ.), ਪੁੱਡਾ ਤੋਂ ਇਸ ਸਬੰਧ ਵਿੱਚ ਕਾਨੂੰਨੀ ਰਾਏ ਪ੍ਰਾਪਤ ਕੀਤੀ ਗਈ। ਸੀਨੀਅਰ ਲਾਅ ਅਫਸਰ (ਮੁੱ.ਦ.) ਵਲੋਂ ਦਿੱਤੀ ਗਈ ਕਾਨੂੰਨੀ ਰਾਏ ਅਨੁਲਗ-4 ਤੇ ਨੱਥੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ। ਸੀਨੀਅਰ ਲਾਅ ਅਫਸਰ (ਮੁੱ.ਦ.) ਵਲੋਂ ਦਿੱਤੀ ਗਈ ਰਾਏ ਅਨੁਸਾਰ ਐਕਟ ਦੇ ਸੈਕਸ਼ਨ 43(6) ਅਨੁਸਾਰ ਜੇਕਰ ਅਲਾਟੀ ਪੂਰੀ ਕੀਮਤ ਵਿਆਜ ਸਮੇਤ ਜਮਾਂ ਕਰਵਾ ਦਿੰਦਾ ਹੈ ਅਤੇ ਉਸ ਵੱਲ ਕੋਈ ਰਕਮ ਬਕਾਇਆ ਨਹੀਂ ਰਹਿੰਦੀ ਹੈ, ਤਾਂ ਉਹ ਕੰਨਵੈਂਸ ਡੀਡ ਕਰਵਾ ਕੇ ਉਸ ਪਲਾਟ/ਬਿਲਡਿੰਗ ਦਾ ਪੂਰਾ ਮਾਲਕ ਬਣ ਜਾਂਦਾ ਹੈ। ਐਕਟ ਦੇ ਸੈਕਸ਼ਨ 43(7) ਅਧੀਨ ਅਥਾਰਟੀ ਵਲੋਂ ਲੈਂਡ ਜਾਂ ਬਿਲਡਿੰਗ ਟਰਾਂਸਫਰ ਕਰਨ ਦੀ ਆਗਿਆ ਦਿੱਤੀ ਜਾ ਸਕਦੀ ਹੈ। ਜਿਨ੍ਹਾਂ ਕੇਸਾਂ ਵਿੱਚ ਕੰਨਵੈਂਸ ਡੀਡ ਹੋ ਚੁੱਕੀ ਹੈ, ਉਨ੍ਹਾਂ ਕੇਸਾਂ ਵਿੱਚ ਪੁੱਡਾ ਵਲੋਂ ਸਿਰਫ ਐਨ.ਓ.ਸੀ. ਹੀ ਦਿੱਤਾ ਜਾਣਾ ਹੈ ਅਤੇ ਟਰਾਂਸਫਰ ਸਬੰਧੀ ਸੇਲ ਡੀਡ ਆਦਿ ਸਬੰਧਤ ਰਜਿਸਟਰਾਰ ਦੇ ਦਫਤਰ ਵਿੱਚ ਰਜਿਸਟਰਡ ਹੋਣੀ ਹੈ ਅਤੇ ਉਸ ਉਪਰੰਤ ਪੁੱਡਾ ਦੇ ਰਿਕਾਰਡ ਵਿੱਚ ਮਲਕੀਅਤ ਤਬਦੀਲੀ ਲਈ ਇਦਰਾਜ ਕੀਤਾ ਜਾਣਾ ਹੈ। ਇਸ ਤਰ੍ਹਾਂ ਨਾਲ ਕਾਨੂੰਨ ਅਨੁਸਾਰ ਜਿਸ ਅਲਾਟੀ ਦੇ ਹੱਕ ਵਿੱਚ ਕੰਨਵੈਂਸ ਡੀਡ ਐਕਜ਼ੀਕਿਊਟ ਹੋਈ ਹੈ, ਉਹ ਜਾਇਦਾਦ ਦਾ ਮਾਲਕ ਬਣ ਜਾਂਦਾ ਹੈ ਅਤੇ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਵਿੱਚ ਲਗਾਈ ਗਈ ਸਰਤ ਨੰ. 15 ਨੂੰ ਖਤਮ ਕਰਨ ਸਬੰਧੀ ਫੈਸਲਾ ਲੈਣ ਲਈ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਸਮਰੱਥ ਹੈ।

6. ਸ੍ਰੀ ਤਾਰਾ ਸਿੰਘ, ਪ੍ਰਬੰਧਕ ਅਫਸਰ ਨੂੰ ਅਲਾਟ ਕੀਤੇ ਗਏ ਪਲਾਟ ਦੇ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਵਿੱਚ 5 ਸਾਲ ਤੱਕ ਨਾ ਵੇਚਣ ਸਬੰਧੀ ਲਗਾਈ ਗਈ ਸਰਤ ਨੂੰ ਖਤਮ ਕਰਨ ਲਈ ਦਿੱਤੀ ਗਈ ਪ੍ਰਤੀ ਬੇਨਤੀ ਨੂੰ ਸੀਨੀਅਰ ਲਾਅ ਅਫਸਰ (ਮੁੱ.ਦ.) ਵਲੋਂ ਉਕਤ ਦਿੱਤੀ ਗਈ ਰਾਏ ਅਨੁਸਾਰ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੇ ਸਨਮੁੱਖ ਵਿਚਾਰਨ ਅਤੇ ਫੈਸਲਾ ਲੈਣ ਹਿੱਤ ਪੇਸ਼ ਹੈ ਜੀ।

ਇਸ ਅਜੰਡਾ ਮਾਨਯੋਗ ਚੇਅਰਮੈਨ, ਪੁੱਡਾ ਜੀ ਵਲੋਂ ਪ੍ਰਵਾਨਤ ਹੈ।

Alp (1)

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY
S.A.S. NAGAR

(16)

(6)

To

Sh./Shrimati Tara Singh R.D.
S/o, W/o, D/o Sh. Surjan Singh
ADDRESS Police Branch
Chandigarh

No.

22

Dated :

14-1-03

Subject :- Allotment of residential plot No 2719 measuring 200 Sq Yds in Sector 67 Urban Estate, S.A.S Nagar PUDA employee scheme.

Please refer to your application for the allotment of residential plot in the above Urban Estate Plot No 2719 sector 67 has been allotted to you on basis of draw held on 23/12/2002. The exact size of the plot is subject to variation as per actual measurement at the time of delivery of possession. The terms and condition of the allotment are as follows

1. Allotment shall be subject to the provision of Punjab Regional town planning and development Act, 1995 and rules and regulation /polices framed there under as well as the terms and condition of the scheme and letter of intent /this allotment letter.
2. The tentative price of the plot is Rs 665600/- calculated @ Rs 3328/- Per Sq. Yd. The above price is tentative and subject to variation with reference to the actual measurements of the site as well as in the case of enhancement of compensation by the courts under the Land Acquisition Act, 1984 and increases in the cost of the development including amenities of otherwise. You will be liable to pay the additional price of the plot in lumpsum if any, determined by the authority within 30 days of the date of demand by Estate officer, or if the chief administrator allows on the allottee within 90 days of date of demand, the additional price can be paid in three annual installments along with interest at the rate of 15% p.a. from the date of demand.
3. In case you accept this allotment, please send acceptance by registered post along with an amount of Rs. 166400/- within 60 days from the date of issue of this allotment letter which together with an amount Rs. 66560/- paid by you along with your application and on issue of letter of intent as earnest money, will constitute 25% of the total tentative price failing which allotment shall be cancelled and 10% of deposit made shall be forfeited and applicant shall have no claim for damages. Provided further that the Chief Administrator or any other officer so authorized may in particular case for reasons to be recorded in writing allow the allottee to make payment of the said amount within a further period not exceeding one year along with interest @ one and half percent per month.

2719/17

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In case you refuse to accept this allotment, you shall communicate your refusal by registered letter within 30 days from the date of issue of the allotment letter, failing which this allotment shall stand cancelled and the earnest money deposited by you shall be forfeited to the Authority and you shall have no claim for damages.

5. The balance amount i.e. Rs. 499200/- of the tentative price of the plot can be paid in lumpsum, without interest, within 60 days from the date of issue of this allotment letter. However, 5% rebate shall be allowed for making balance principal amount in lumpsum at any stage.

or

In 6 half yearly installments alongwith interest @ 15% per annum. The first installment will become due after one year from the date of allotment. In case of advance payment of installment benefits of interest shall be allowed to the extent of rescheduling the installments.

6. The six half yearly installments along with interest @15% p.a. will be payable as per following schedule :

Inst. No.	Amt Due Date	Principal Due	Interest Due	Total Amount Payable
1	14-1-04	83200-00	74880-00	158080-00
2	14-7-04	83200-00	31200-00	114400-00
3	14-1-05	83200-00	24960-00	108160-00
4	14-7-05	83200-00	18720-00	101920-00
5	14-1-06	83200-00	12480-00	95680-00
6	14-7-06	83200-00	6240-00	89440-00
Total		499200-00	168480-00	667680-00

7. Each installment shall be remitted to Estate Officer, PUDA, Mohali, by means of a Demand Draft payable to him on any scheduled bank situated at Mohali in favour of the Estate Officer, PUDA, and payable at Mohali. Each such remittance shall be accompanied by a letter showing particulars of the site i.e. plot No., Name of the Urban Estate, Sector and date of issue of allotment letter. In the absence of these particulars, the amount remitted shall not be deemed to have been received.

NOTE : 10% extra will be charged for corner plots.

8. No separate notice will be sent for the payment of due instalment. Payment shall be in accordance with the schedule mentioned in clause 6 of this letter.

2.719/67

- 18
9. In case any instalment is not paid by you by the due date then without prejudice to any action under Section 45 of the Punjab Regional & Town Planning & Development Act, 1995, you shall be liable to pay interest on the instalment So due @ ONE AND HALF PERCENT PER MONTH FOR THE PERIOD OF DEFAULT NOT EXCEEDING ONE YEAR AND THEREAFTER @ TWO PERCENT PER MONTH till the date of instalment So due is actually paid or till the date, action is initiated u/s 45 of the said Act, whichever date is earlier.
 10. You shall be required to take possession of the plot from Estate Officer Mohd. L. within 90 days of the issue of allotment letter.
 11. You shall have to complete the building within 3 years from the date of issue of this letter, after getting the plans of the proposed building approved from the concerned Estate Officer. In case of non construction of the plot, on your own request, you may be allowed extension in time for construction of the building on the payment of extension fees as determined by Punjab Urban and Development Authority from time to time. In case, no request is received within 30 days on the expiry of prescribed period, the estate Officer shall initiate proceedings for the resumption of plot as per the provisions of Punjab Urban and Development Authority Act, 1995 and rules framed thereunder.
 12. On payment of 100% price and addition price if any, you shall execute a deed of conveyance in the prescribed form in such a manner as may be directed by the Estate Officer within three months of such direction. The charges for registration and stamp duty will be borne by you.
 13. The plot/building shall be used for the residential purpose only and shall be strictly in accordance with the plans approved by the competent Authority. No obnoxious trade shall be carried out on this plot.
 14. The ownership of the site shall continue to vest in the Authority till the whole consideration money and all amounts due are finally paid.
 - ✓ 15. The plot shall not be permitted to transfer before 5 years of completion of building on it.
 16. No fragmentation of the plot or any structure constructed thereon shall be permitted.
 17. The Authority, by its officers and servants at all reasonable times in reasonable manner after 24 hours notice in writing enter in and upon any part of the plot/ building erected whereon for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the PUDA Act and rules / regulations framed thereunder.
 18. The Authority shall have the full rights, powers and Authority at all times to do through its officers or servants all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations imposed and to recover from

(19)

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you as first charges upon the said plot, the cost of doing all or any such act and things and all costs incurred in connection therewith, or in any way relating therewith.


19. You shall pay all general and local taxes, rates and cesses for the time being imposed or assessed on the said site by the competent Authority.

20. In case of breach of any condition of allotment or of regulation or non-payment of any amount due together with the penalty, the plot or building thereon, as the case may be shall be liable to be resumed and in that case an amount not exceeding 10% of the total amount of consideration money, interest and other fees payable in respect of plot shall be forfeited.

21. Any change in address must be notified by registered A.D. post to the Estate Officer, Punjab Urban Planning and Dev. Authority, Mohali.

22. In case of any dispute or difference arising out of the terms and conditions of the present allotment letter the same shall be referred to Chief Administrator. The decision of Chief Administrator in this regard will be final and binding on the parties.

2719/67

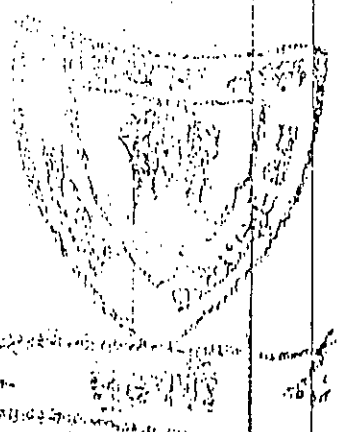

ESTATE OFFICER

ਸਮਾਜ-2
 52-18
 5

3447 (54)



03CC 090797



ਅਸਟਾਮ ਪੇਪਰ : 45,600/- ਰੁਪਏ, ਕਿਤੇ 5
 ਅਸਟਾਮ ਨੰਬਰ 2249, ਮਿਤੀ 25.11.2003,
 ਜਦੋਂ ਕਰਦਾ : ਚੈਰਿਟਰ ਗੁਪਤਾ, ਅਸਟਾਮ ਵਰੋਸ, ਮੋਹਾਲੀ

ਅਨੁਸੂਚੀ 'ਅ'
 ਵੇਬੋ ਨਿਯਮ 8

ਅਲਟੀਮੇਟ ਦੁਆਰਾ ਵੇਚੀ ਰਿਹਾਇਸ਼ੀ ਥਾਂ ਦਾ ਇਤਕਾਲ-ਪੱਤਰ

ਇਹ ਇਤਕਾਲ ਪਾਤਰ ਮਿਤੀ 27/2/04 ਨੂੰ ਪੰਜਾਬ ਦੇ ਰਾਜਪਾਲ (ਜਿਨ੍ਹਾਂ ਨੂੰ ਇਸ ਵਿੱਚ ਇਸ ਤੋਂ ਪਿਛੋਂ ਵਿਕਰੇਤਾ ਕਿਹਾ ਗਿਆ ਹੈ) ਪਹਿਲੀ ਥਾਰ ਤੋਂ ਅਤੇ ਜੀ T.S. 9. 91 5/5

Sujan Singh, 484, Narsimhara B. ...

Raj Gauri Kalka

(ਜਿਸ ਨੂੰ ਇਸ ਤੋਂ ਪਿਛੋਂ ਇਤਕਾਲ ਪਾਤਰ ਕਿਹਾ ਗਿਆ ਹੈ) ਦੁਆਰਾ ਪਿਛੋਂ ਵਿਕਰੇਤਾ ਲਿਖਿਆ ਗਿਆ।

ਅਤੇ ਕਿਉਂ ਜੋ ਇਸ ਵਿੱਚ ਇਸ ਤੋਂ ਪਿਛੋਂ ਦੱਸੀ ਅਤੇ ਇਸ ਦੁਆਰਾ ਮੁੱਲਕਿ ਕੀਤੀ ਜਾਣ ਵਾਲੀ ਥਾਂ ਤੋਂ ਵਿਕਰੇਤਾ ਦੀ ਪੂਰਨ ਮਾਲਕੀ ਹੱਕਾਂ ਦੇ ਰੂਪ ਵਿੱਚ ਮਾਲਕੀ ਹੈ।

ਅਤੇ ਕਿਉਂ ਜੋ ਵਿਕਰੇਤਾ ਨੇ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਉਸ ਦੇ ਪੰਜਾਬ ਰਿਜ਼ਨਲ ਅਤੇ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ 1995, ਅਤੇ ਇਹਨਾਂ ਅਧੀਨ ਬਣੇ ਨਿਯਮਾਂ ਅਧੀਨ ਮਿਤੀ 27/7 ਨੂੰ ਦਿੱਤੇ ਖਿਨੇ-ਪੱਤਰ ਅਨੁਸਾਰ ਉਕਤ ਥਾਂ 67 ਸ਼ਹਿਰੀ ਮਿਲਪ ਵਿੱਚ ਵਪਾਰਿਕ/ਰਿਹਾਇਸ਼ੀ/ਉਦਯੋਗਿਕ ਮੰਤਵ ਲਈ ਵਰਤਣ ਵਾਲੇ ਵਿਚਣ ਦੀ ਮਨਜ਼ੂਰੀ ਦੇ ਦਿੱਤੀ ਹੈ ਅਤੇ ਕਿਉਂ ਜੋ ਵਿਕਰੇਤਾ ਨੇ ਉਕਤ ਥਾਂ ਦੀ ਅਣ-ਅਧਿਕਾਰਿਤ ਕੀਮਤ/ਅਧਿਕਾਰਿਤ ਕੀਮਤ 6.65 600 ਰੁਪਏ ਨਿਯਤ ਕੀਤੀ ਹੈ।

[Handwritten signature]

For
 Date

Value 760,000.00 Stamp Duty 45,600.00 Registration Fee 7,600

Type of Land Residential Area of Land 456 sq. ft. 200 Square yard

Segment Name 2719/67

Segment Rate 3,300

Segment Description

Yoginder Singh

SALE

02/03/2004 Tuesday 3:41:19 PM

ਨੂੰ ਸ੍ਰੀ. ਗੁਰਬਖਸ਼ ਸਿੰਘ ਦੇ ਈ.ਓ.ਪੁਤਾ

ਨੇ ਵਸੀਕਾ ਇਮਾਨਦਾਰਤ ਵਿੱਚ ਹਜ਼ਿਮਟਰਡ ਕਰਨ ਲਈ ਪੇਸ਼ ਕੀਤਾ।

ਸਬ ਰਜਿਸਟਰਾਰ

ਮੋਹਾਲੀ

ਸ੍ਰੀ ਗੁਰਬਖਸ਼ ਸਿੰਘ ਦੇ ਈ.ਓ.ਪੁਤਾ

ਮੁਖਤਿਆਰ ਖਾਸ ਨੂੰ ਵਸੀਕਾ ਦੀ ਲਿਖਤ ਪਤਰੇ ਪੁਟਾਈ ਗਈ, ਜਿਸਨੇ ਲਿਖਤ ਨੂੰ

ਸਮਝਕੇ ਠੀਕ ਪ੍ਰਵਾਨ ਕੀਤਾ। ਬੇ ਰਹਿਟ ਦੀ ਕੁਲ ਰਕਮ ਵਿੱਚ 0

ਰੁ: ਮੇਰੇ ਸਾਹਮਣੇ ਨਕਦ/ ਚੈਕ ਰਾਹੀਂ /ਡਰਾਫਟ ਰਾਹੀਂ ਵਸਲ ਕੀਤੇ। ਦੋਹਾਂ ਪਿਰਾਂ ਦੀ ਗਵਾਹ ਨੀ:

ਈ.ਓ.ਪੁਤਾ ਅਤੇ ਗਵਾਹ ਨੂੰ 2 ਲਫ਼ਾਟ ਸਿੰਘ

ਸਮਾਪਤ ਕਰਦੇ ਹਨ। ਮੇ ਪਹਿਲੇ ਗਵਾਹ ਨੂੰ ਜਾਣਦਾ ਹਾਂ, ਜੋ ਕਿ ਦੂਸਰੇ ਗਵਾਹ ਨੂੰ ਜਾਣਦਾ ਹੈ।

ਲਿਖਤਾਂ ਵਸੀਕਾ ਰਜਿਸਟਰਡ ਕੀਤਾ ਜਾਵੇ।

ਮਿਤੀ 02/03/2004

ਸਬ ਰਜਿਸਟਰਾਰ

ਮੋਹਾਲੀ

ਗਵਾਹ

1.

ਗਵਾਹ

2.

ਪਹਿਲੀ ਪਿਰ

ਦੂਜੀ ਪਿਰ

ਉਕਤ ਲਿਖਤ ਅਨੁਸਾਰ ਅਤੇ ਦਸਤਖਤ ਮੇਰੇ ਰੁਖਰੂ ਕੀਤੇ ਗਏ।

ਮਿਤੀ 02/03/2004

ਸਬ ਰਜਿਸਟਰਾਰ

ਮੋਹਾਲੀ

ਵਸੀਕਾ ਨੰ: 3,442 ਜਾਇਦ ਬਹੀ

ਜਿਲਦ ਨੰ: 0 ਦੇ ਸਫਾ ਨੰ: 0

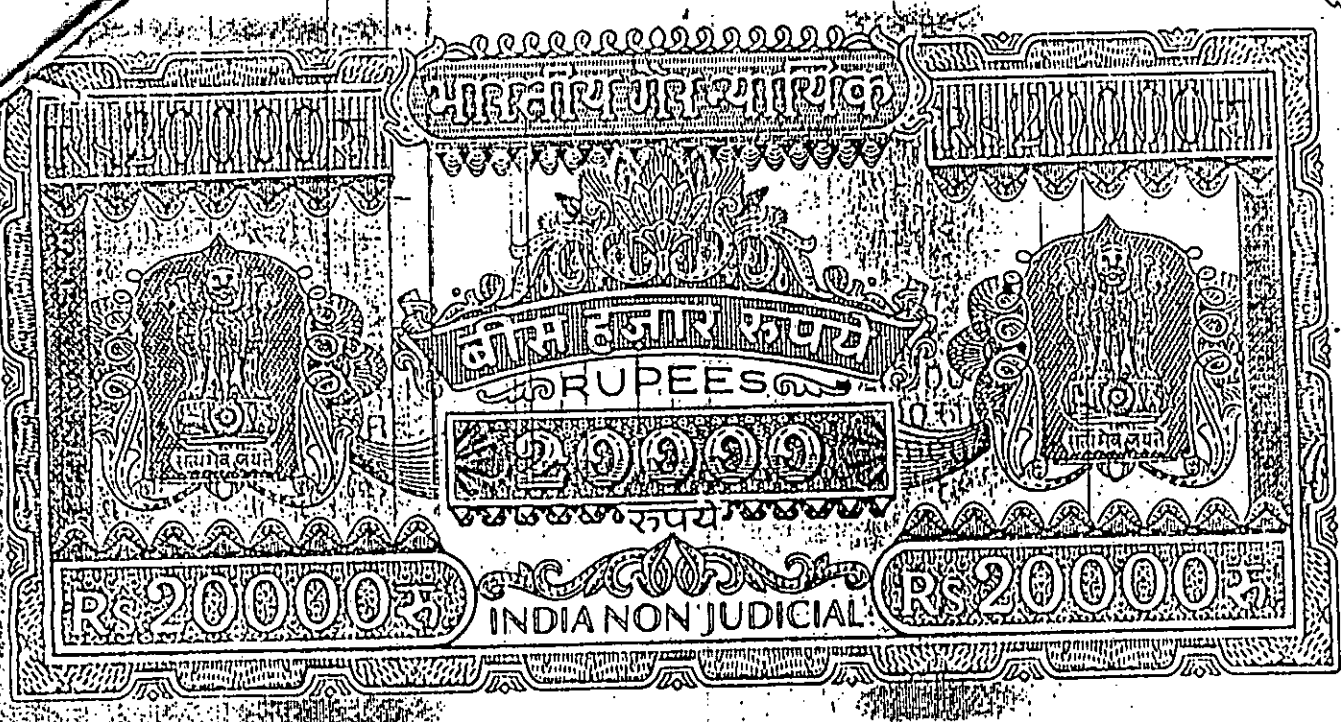
ਪਰ ਵਸੀਕਾ ਰਜਿਸਟਰਡ ਰਸਮਾ ਕੀਤਾ ਗਿਆ।

ਸਬ ਰਜਿਸਟਰਾਰ

ਮੋਹਾਲੀ

ਤਾਰਾ ਸਿੰਘ

61-6



03CC 090891

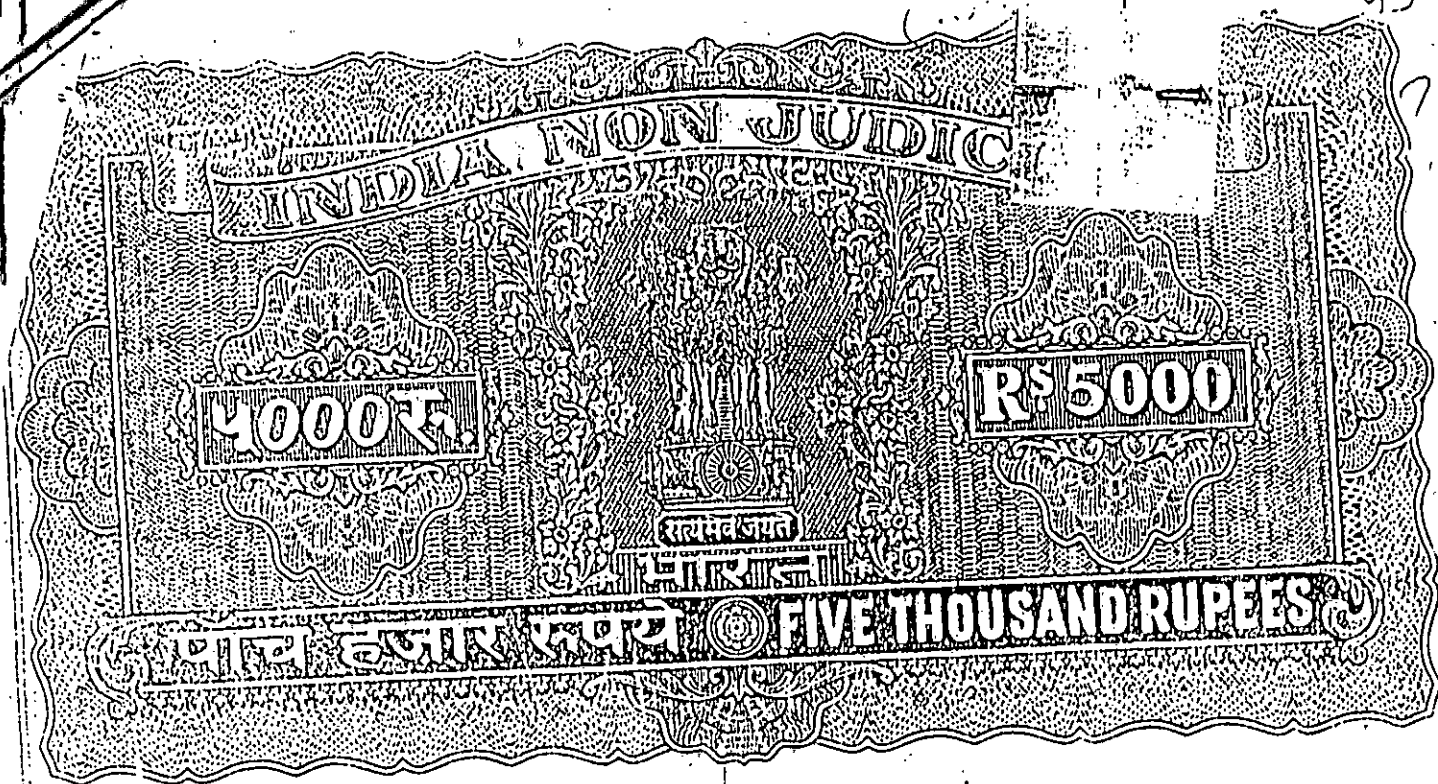
ਅਤੇ ਕਿਉਂ ਜੋ ਵਿਕਰੇਤਾ ਅਣ-ਅੰਤਿਮ ਕੀਮਤ ਵਿਚ ਉਕਤ ਨਿਯਮਿਤ ਅਨੁਸਾਰ ਨਿਯਤ ਕੀਤੀ ਅਧਿਕ ਕੀਮਤ ਜਿਨ੍ਹਾਂ ਹੇਠ ਦਿੱਤਾ ਕਰਨ ਦਾ ਹੱਕ ਰੱਖਦਾ ਹੋਂਦਾ ਹੈ।

ਅਤੇ ਕਿਉਂ ਜੋ ਇਤਕਾਲ ਪਾਤਰ ਨੇ ਇਸ ਵਿਚ ਇਸ ਤੋਂ ਪਿਛੋਂ ਦੱਸੇ ਤਰੀਕੇ ਨਾਲ ਅਣ-ਅੰਤਿਮ ਕੀਮਤ ਅਤੇ ਅਧਿਕ ਕੀਮਤ/ਅੰਤਿਮ ਕੀਮਤ ਅਦਾ ਕਰਨ ਦਾ ਇਕਰਾਰ ਕੀਤਾ ਹੈ।

ਇਸ ਲਈ ਹੁਣ ਇਹ ਲਿਖਤ ਇਹ ਸਾਖੀ ਬਰਦੀ ਹੈ ਕਿ ਉਕਤ ਵਿਕਰੀ ਨੂੰ ਆਮ ਵਿਚ ਲਿਆਉਣ ਦੇ ਮੌਕੇ ਲਈ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਦੀਆਂ ਇਸ ਤੋਂ ਪਿਛੋਂ ਸਾਮਲ ਪ੍ਰਤੀਗਿਆਵਾਂ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਦੁਆਰਾ..... ਰੁਪਏ ਦੀ ਉਕਤ ਰਕਮ (ੳ) ਬਿਆਨੇ ਦੇ ਹੇਠ ਤੇ (ਜਿਸ ਦੀ ਪ੍ਰਾਪਤੀ ਬਾਰੇ ਵਿਕਰੇਤਾ ਇਸ ਦੁਆਰਾ ਮੰਨਦਾ ਹੈ) ਅਦਾ ਕਰ ਚੁੱਕਣ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਦੁਆਰਾ ਅਣ-ਅੰਤਿਮ ਕੀਮਤ/ਅੰਤਿਮ ਕੀਮਤ ਦੀ ਮਕਾਇਆ ਰਕਮ ਅਤੇ ਅਲਾਟਮੈਂਟ ਦੁਆਰਾ ਰੁਕਮ ਦੀ ਮਿਤੀ ਤੋਂ ਕੱਢਿਆ..... ਪ੍ਰਤਿਸ਼ਠ ਪ੍ਰਤੀ ਸਾਲ ਦਾ ਵਿਆਜ ਇਕੱਠੇ/ਤਿਨ/ਚਾਰ ਬਰਾਬਰ ਵਾਰਸ਼ਿਕ ਕਿਸਤ..... ਦੇ..... (ਅ) ਦੇ ਦਸਵੇਂ ਦਿਨ ਅਦਾ ਕਰਨੀ ਬਣਦੀ ਹੈ, ਅਤੇ ਅਧਿਕ ਕੀਮਤ ਜੋ ਕੋਈ ਹੋਵੇ ਜਿਹੜੀ ਮਿਲਖ ਅਦਾਸ਼ ਦੁਆਰਾ ਮੰਗਣ ਦੀ ਮਿਤੀ ਤੋਂ 30 ਦਿਨਾਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਅਦਾ ਕਰਨੀ ਨਿਸ਼ਚਿਤ ਕੀਤੀ ਜਾਵੇ ਅਦਾ ਕਰਨ ਦੀ ਜ਼ਿੰਮੇਵਾਰੀ ਲੈਣ ਦੇ ਬਦਲੇ ਵਿੱਚ ਵਿਕਰੇਤਾ ਇਸ ਦੁਆਰਾ ਇਤਕਾਲ-ਪਾਤਰ ਨੂੰ ਥਾਂ ਨੰ: 2119 (67)..... ਤੇ ਮਾਪਿਤ ਸਭ ਕੁਝ ਜਿਸ ਦਾ ਵਰਗ ਹਜ਼ਾਰ ਵਿੱਚ ਰਕਮ..... ਹੈ ਅਤੇ ਜਿਸ ਬਾਰੇ ਮਿਲਖ ਅਦਾਸ਼ ਦੇ ਦਫ਼ਤਰ ਵਿੱਚ ਦਾਖਲ ਨਕਸ਼ੇ ਵਿਚ ਜਿਸ ਮਿਤੀ ਨੂੰ ਉਕਤ ਮਿਲਖ ਅਦਾਸ਼ ਦੇ ਹਸਤਾਖਰ ਕੀਤੇ ਹੋਏ ਹਨ ਵਧੇਰੇ ਕਰਕੇ ਦੱਸਿਆ ਹੈ (ਜਿਸ ਨੂੰ ਇਸ ਵਿਚ ਇਸ ਤੋਂ ਪਿਛੋਂ ਉਕਤ ਥਾਂ ਕਿਹਾ ਗਿਆ ਹੈ) ਇਦਾ ਅਤੇ ਮੁੜਕਿਲ ਕਰਦਾ ਹੈ।

[Handwritten signature]

Deputy Officer
 Punjab
 Development Authority, ...



ਇਸ ਥਾਂ ਨੂੰ ਇਤਕਾਲ ਪਾਤਰ ਪਾਸ ਅਤੇ ਉਸਦੀ ਵਰਤੋਂ ਲਈ ਇਸ ਵਿਚ ਇਸ ਤੋਂ ਪਿੱਛੇ ਦਿੱਤੀਆਂ ਜ਼ਿੰਦਗੀ ਹਮਦਰਦੀ
 'ਹੱਥ ਹੱਥ' ਸ਼ਰਤਾਂ ਅਤੇ ਪ੍ਰਤੀਗਿਆਵਾਂ ਦੇ ਅਤੇ ਉਨ੍ਹਾਂ ਵਿਚੋਂ ਹਰੇਕ ਦੇ ਅੰਗੀਨ ਹੋਇਆ ਹੱਥ ਵਧਾਏ ਅਰਥਾਤ:-

1) (ੳ) ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਥਾਂ ਤੇ ਕਮਰੇ ਦਾ ਅਤੇ ਉਸ ਨੂੰ ਵਰਤਣ ਦਾ ਹੱਕ ਉਦੋਂ ਤੱਕ ਹੋਵੇਗਾ ਜਦੋਂ ਤੱਕ ਉਹ
 (ੳ) ਨਿਯਤ ਕੀਤੀਆਂ ਮਿਤੀਆਂ ਨੂੰ ਜਾਂ ਵਧਾਏ ਹੋਏ ਅਜਿਹੇ ਸਮੇਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਜਿਨ੍ਹਾਂ ਕਿ ਮਿਲਪ ਮਾਮਲੇ ਲਿਖਤੀ
 ਰੂਪ ਵਿਚ ਵਧਾਏ ਕਿਸਤਾਂ ਅਦਾ ਕਰਦਾ ਰਹੇਗਾ ਅਤੇ (ਅ) (ੳ) ਅਧਿਕ ਕੀਮਤ ਜੋ ਕੋਈ ਹੋਵੇ ਜਿਹੜੀ ਵਿਕਰੇਤਾ ਦੁਆਰਾ
 ਨਿਸ਼ਚਿਤ ਕੀਤੀ ਜਾਵੇ ਉਕਤ ਵਾਂਗ ਨਿਯਤ ਕੀਤੇ ਸਮੇਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਅਦਾ ਕਰੇਗਾ ਅਤੇ ਉਸ (ਸ) ਵੇਚ ਦੀਆਂ ਥਾਨਾਂ
 ਅਤੇ ਸ਼ਰਤਾਂ ਦੀ ਪਾਲਣਾ ਕਰੇਗਾ।

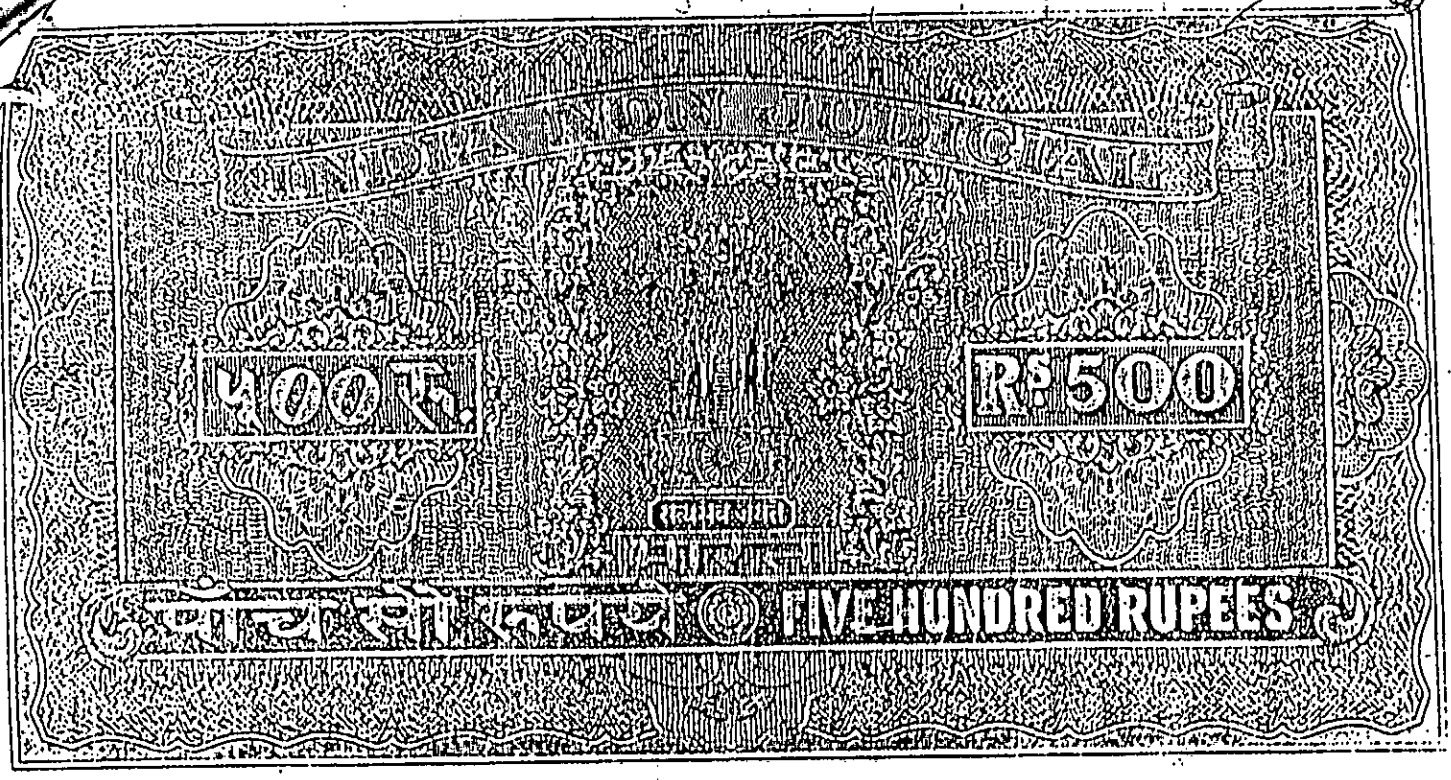
(ਅ) ਵਿਕਰੇਤਾ ਨੂੰ ਮੂਲ ਵਿਕਰੀ ਦੇ ਆਟੇ ਅਦਾ ਕੀਤੇ ਭਾਗ ਸਬੰਧੀ ਉਕਤ ਥਾਂ ਤੋਂ ਪਹਿਲਾਂ ਅਤੇ ਪਰਮੁੱਖ ਭਾਗ ਦਾ
 ਹੱਕ ਹੋਵੇਗਾ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਦੀ ਮਨਜ਼ੂਰੀ ਤੋਂ ਬਿਨਾਂ ਇਸ ਥਾਂ ਨੂੰ ਜਾਂ ਉਸ ਵਿਚ ਕਿਸੇ ਹੱਕ ਜਾਂ
 ਹਿੱਸੇ ਨੂੰ (ਹੋਰ ਮਹੀਨੇ ਪੱਤੇ ਤੇ ਦੇਣ ਨੂੰ ਛੱਡਕੇ) ਵੇਚਕੇ ਤੋਹਰੇ ਹਾਲੀ ਹੋਇਆ ਕਰਕੇ ਜਾਂ ਹੋਰਵੇਂ ਮੁੜਕਿਲ ਕਰਨ ਦਾ ਉਸ ਸਮੇਂ
 ਤੱਕ ਹੱਕ ਨਹੀਂ ਹੋਵੇਗਾ ਜਦੋਂ ਤੱਕ ਕਿ ਵਿਕਰੇਤਾ ਨੂੰ ਪੂਰਣ ਵਿਕਰੀ ਕੀਮਤ ਅਦਾ ਨਾ ਕੀਤੀ ਜਾਵੇ ਅਤੇ ਥਾਂ ਤੇ
 ਘੱਟੋ-ਘੱਟ 10% ਪ੍ਰਤਿਸ਼ਤ ਹਕੂਮਤ ਤੇ ਇਮਾਰਤ ਨਾ ਉਸਾਰੀ ਜਾਂ ਚੁਕੀ ਹੋਵੇ।

(ੳ) ਕਿਉਂਕਿ ਇਹ ਪਲਾਟ ਪੁੱਛਾ ਕਰਮਚਾਰੀ ਸ਼ਾਕੀਮ ਅਪੀਨ ਪਲਾਟ ਕੀਤਾ ਗਿਆ ਹੈ, ਜਿਸਦੀ ਅਲਾਟਮੈਂਟ
 ਦੀ ਇਹ ਸ਼ਰਤ ਹੈ ਕਿ ਪਲਾਟ ਤੇ ਮਕਾਨ ਦੀ ਉਸਾਰੀ ਸ਼ੁਰੂ ਹੋਣ ਤੋਂ ਪੰਜ ਸਾਲ ਦੇ ਅਗਲੇ ਤੱਕ ਇਹ ਪਲਾਟ ਵੇਚਿਆ
 ਨਹੀਂ ਜਾਵੇਗਾ ਇਸ ਲਈ ਖਰੀਦਦਾਰ ਉਸ ਸ਼ਰਤ ਦਾ ਪਾਬੰਦ ਹੋਵੇਗਾ ਅਤੇ ਪਲਾਟ ਤੇ ਉਸਾਰੀ ਸ਼ੁਰੂ ਹੋਣ ਤੋਂ ਪੰਜ
 ਸਾਲ ਦੇ ਅਗਲੇ ਤੱਕ ਇਸ ਪਲਾਟ ਅਤੇ ਇਸ ਉਪਰਾਲੇ ਦੀ ਉਸਾਰੀ ਨੂੰ ਵੇਚਣ ਦਾ ਹੱਕਦਾਰ ਨਹੀਂ ਹੋਵੇਗਾ।

Handwritten signature and initials.

22

(11)



2) ਵਿਕਰੇਤਾ ਉਕਤ ਥਾਂ ਵਿਚ ਜਾਂ ਉਤੇ ਹਰੇਕ ਕਿਸਮ ਦੀਆਂ ਸ਼ਾਹੀਆਂ ਖਾਣਾਂ ਤੇ ਖਣਿਜ ਵਸਤਾਂ ਅਜਿਹੇ ਸਾਰੇ ਹੱਕਾਂ ਅਤੇ ਅਧਿਕਾਰਾਂ ਸਹਿਤ ਜਿਹੜੇ ਉਨ੍ਹਾਂ ਨੂੰ ਅਜਿਹੇ ਹਰ ਸਮੇਂ ਅਤੇ ਅਜਿਹੇ ਤਰੀਕੇ ਨਾਲ ਜਿਵੇਂ ਕਿ ਵਿਕਰੇਤਾ ਠੀਕ ਸਮਝੇਗਾ ਕੱਢਣ, ਪ੍ਰਾਪਤ ਕਰਨ, ਲਿਜਾਣ ਅਤੇ ਵਰਤਣ ਦੇ ਮਿਤਵ ਨਹੀਂ ਜ਼ਰੂਰੀ ਅਤੇ ਉਚਿਤ ਹੋਣ ਅਤੇ ਕੋਈ ਤੱਲ-ਪੱਪਰ ਤੇ ਜਾਂ ਸਮੇਂ ਦੇ ਕੰਮ ਕਰਨ ਅਤੇ ਉਕਤ ਥਾਂ ਦੀ ਸ਼ਾਹੀ ਜਾਂ ਮਿਸ਼ਰਿਕ ਥਾਂ ਦੀ ਤਲ ਦਾਹੁਣ ਅਤੇ ਟੋਟੇ ਬੋਰਣ, ਇਮਾਰਤ ਉਸਾਰਨ ਲਾਈਨਾਂ ਬਣਾਉਣ ਅਤੇ ਆਮ ਤੌਰ ਤੇ ਅਤੇ ਅਜਿਹੇ ਸਾਰੇ ਕੰਮ ਜਿਹੜੇ ਇਸ ਵਿਚ ਇਸ ਤੋਂ ਪਿਛੇ ਸ਼ਾਮਲ ਕੀਤੀਆਂ ਹੋਣ ਵਿਚ ਰੱਖੀਆਂ ਛੋਟੀਆਂ ਅਤੇ ਰਾਖਵੇਂ ਹੋਏ ਹੱਕਾਂ ਨੂੰ ਪੂਰੀ ਤਰ੍ਹਾਂ ਮਾਨਣ ਲਈ ਅਸਾਨ ਜਾਂ ਜ਼ਰੂਰੀ ਹੋਣ ਕਰਨ ਦੇ ਮਿਤਵ ਲਈ ਉਕਤ, ਥਾਂ ਨੂੰ ਕਬਜ਼ੇ ਵਿਚ ਲੈਣ ਅਤੇ ਵਰਤਣ ਦੇ ਅਧਿਕਾਰ ਸਹਿਤ ਆਪਣੇ ਪਾਸ ਰਾਖਵੀਆਂ ਰੱਖਦਾ ਹੈ।

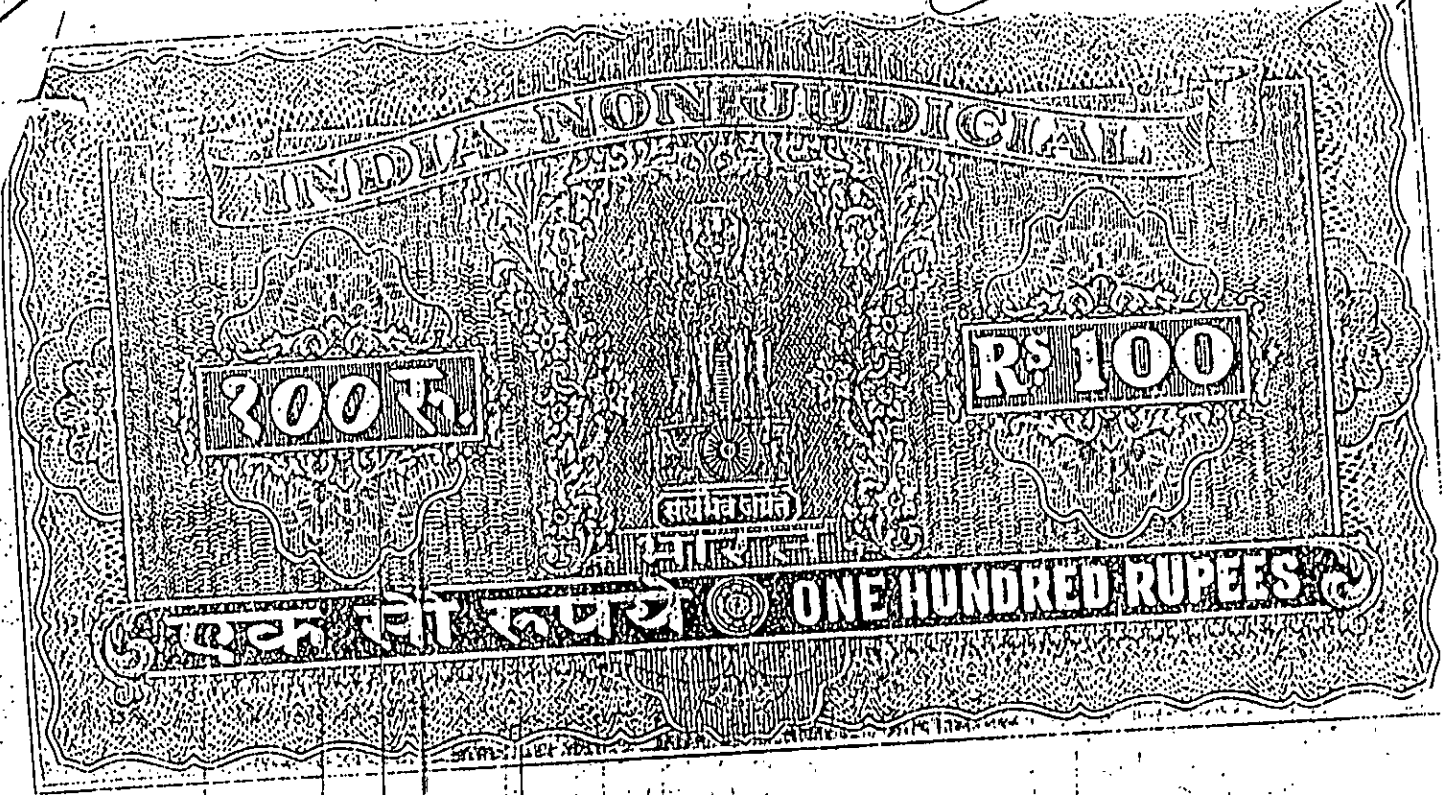
ਪਰੰਤੂ ਸਾਰਾ ਇਹ ਹੈ ਕਿ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਵਿਕਰੇਤਾ ਪਾਸੋਂ ਉਸ ਦੁਆਰਾ ਤੱਲ ਦੇ ਕਬਜ਼ਾ, ਕਰਨ ਸਬੰਧੀ ਅਤੇ ਅਜਿਹੇ ਕੰਮਾਂ ਜਾਂ ਰਾਖਵੀਆਂ ਜਾਂ ਚਾਹੁਣ ਕਰਕੇ ਤੱਲ ਨੂੰ ਜਾਂ ਉਕਤ ਤੇ ਉਸਾਰੀਆਂ ਇਮਾਰਤਾਂ ਨੂੰ ਹੋਏ ਨੁਕਸਾਨ ਸਬੰਧੀ ਅਜਿਹੀ ਅਦਾਇਗੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਹੱਕ ਹੋਵੇਗਾ ਜਿਹੜੀ ਵਿਕਰੇਤਾ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਵਿਚਕਾਰ ਹੋਵੇ ਜਾਂ ਇਸ ਤਰ੍ਹਾਂ ਨਾ ਹੋਣ ਦੀ ਸੂਰਤ ਵਿਚ ਅਜਿਹਾ ਮਾਮਲਾ ਸਾਲਾਨਾ ਸਪੁਰਦ ਕਰਨ ਤੋਂ ਨਿਸ਼ਚਿਤ ਕੀਤੀ ਜਾਵੇਗੀ।

3) ਇਤਕਾਲ ਪਾਤਰ ਸਾਰੇ ਥਾਂ ਅਧਿਕਾਰੀ ਦੁਆਰਾ ਉਕਤ ਥਾਂ ਤੇ ਉਸ ਸਮੇਂ ਲਾਏ ਜਾਂ ਨਿਰਧਾਰਿਤ ਕੀਤੇ ਸਾਰੇ ਆਮ ਅਤੇ ਮਾਮੂਲੀ ਕਰ ਮਸ਼ੂਲ ਉਪਕਰ ਅਦਾ ਕਰੇਗਾ।

4) ਇਤਕਾਲ ਪਾਤਰ ਅਲਾਟਮੈਂਟ ਦੇ ਹੁਕਮ ਅਰਥਾਤ 14-1-63 ਜਾਰੀ ਕਰਨ ਦੀ ਮਿਤੀ ਤੋਂ ਤਿੰਨ ਸਾਲਾਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਉਕਤ ਥਾਂ ਤੇ 27/1/67 ਦੀ ਉਸਾਰੀ ਪ੍ਰਕਾਸ਼ ਕਰੇਗਾ ਜਿਸ ਦੇ ਨਕਸ਼ੇ ਵਿਕਰੇਤਾ ਜਾਂ ਪ੍ਰਧਾਨ ਦੁਆਰਾ ਇਸ ਸਬੰਧ ਵਿਚ ਸਮੇਂ ਸਮੇਂ ਨਿਕਲਣ ਅਤੇ ਜਿਹੜੀਆਂ ਹਦਾਇਤਾਂ ਅਤੇ ਜਿਹੜੀਆਂ ਹਦਾਇਤਾਂ ਦੁਆਰਾ ਜਾਂ ਉਸ ਦੁਆਰਾ ਇਸ ਸਬੰਧ ਵਿਚ ਯਕੀਨੀਗਤ ਰੂਪ ਵਿਚ ਅਧਿਕਾਰਿਤ ਕੀਤੇ ਕਿਸੇ ਅਫਸਰ ਦੁਆਰਾ ਪ੍ਰਵਾਨ ਕੀਤਾ ਗਿਆ ਹੋਵੇ ਉਸਨੂੰ ਹੋਵੇਗਾ।

Deputy Officer
Public Works
Development and Housing

Deputy Officer
Public Works
Development and Housing



ਪਰਿਭਾਸ਼ਾ ਇਹ ਹੈ ਕਿ ਜੇ ਮਿਥੀ ਮਿਤੀ ਤੱਕ ਇਮਾਰਤ ਮੁਕੰਮਲ ਨਾ ਕਰਨ ਉਤਕਾਲ ਪਾਤਰ ਦੇ ਵਸ ਤੋਂ ਬਾਹਰ ਦੇ ਕਾਰਵਾ ਕਰਕੇ ਹੋਵੇਗਾ ਤਾਂ ਇਸ ਬੰਦ ਅਧੀਨ ਸਮਾਂ ਮਿਲਖ ਅਵਸਰ ਦੁਆਰਾ ਵਧਾਇਆ ਜਾ ਸਕਦਾ ਹੈ।

5) ਉਤਕਾਲ ਪਾਤਰ ਸਥਾਈ ਇਮਾਰਤ ਦੀ ਉਸਾਰੀ ਸ਼ੁਰੂ ਕਰਨ ਜਾਂ ਮੁਕੰਮਲ ਕਰਨ ਤੋਂ ਪਹਿਲਾਂ ਉਸ ਮੰਤਵ ਲਈ ਜਿਸ ਲਈ ਕਿ ਉਕਤ ਥਾਂ ਵੇਚੀ ਗਈ ਹੋਵੇ ਉਸ ਲਾ ਸਕਦਾ ਹੈ ਜਾਂ ਆਰਥੀ ਢਾਂਚੇ ਜਾਂ ਕੋਚਾ ਮਕਾਨ ਉਸਾਰ ਸਕਦਾ ਹੈ।

6) ਉਤਕਾਲ ਪਾਤਰ ਦੀ ਪੰਜਾਬ ਰਿਜ਼ਨਲ ਅਤੇ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ 1995, ਅਧੀਨ ਬਣਾਏ ਗਏ ਨਿਯਮਾਂ ਅਨੁਸਾਰ ਕੋਈ ਇਮਾਰਤ ਬਣਾਉਣ ਜਾਂ ਬਾਗ ਲਾਉਣ ਦੇ ਮੰਤਵ ਨੂੰ ਜ਼ੋਰਕੇ ਅਣ-ਅਭਿਆਸਿਤ ਕੀਮਤ ਅਦਾ ਕੀਤੇ, ਜਾਣ ਤੱਕ ਉਕਤ ਥਾਂ ਤੇ ਕੋਈ ਟੀਆ ਨਹੀਂ ਬੋਰੇਗਾ ਜਾਂ ਖੁਦਵਾਏਗਾ।

7) ਵਿਕਰੇਤਾ ਆਪਣੇ ਅਵਸਰਾਂ ਅਤੇ ਕਰਮਚਾਰੀਆਂ ਦੁਆਰਾ 24 ਘੰਟੇ ਦਾ ਲਿਖਤੀ ਨੋਟਿਸ ਦੇਕੇ ਹਰ ਯੋਗ ਸਮੇਂ ਤੇ ਯੋਗ ਤਰੀਕੇ ਨਾਲ ਉਕਤ ਥਾਂ ਦੇ ਕਿਸੇ ਵੀ ਭਾਗ ਜਾਂ ਉਸਤੇ ਉਸਾਰੀ ਕਿਸੇ ਇਮਾਰਤ ਵਿਚ ਇਹ ਪੱਤਾ ਕਰਨ ਦੇ ਮੰਤਵ ਲਈ ਦਾਖਲ ਹੋ ਸਕਦਾ ਹੈ ਕਿ ਉਤਕਾਲ ਪਾਤਰ ਨੇ ਉਸ ਦੁਆਰਾ ਇਸ ਲਿਖਤ ਅਧੀਨ ਕੀਤੀਆਂ ਅਤੇ ਨਿਭਾਇਆ ਜਾਣ ਵਾਲੀ ਪ੍ਰਤੀਬੱਧਤਾ ਅਤੇ ਸ਼ਰਤਾਂ ਯਕੀਨੀ ਰੂਪ ਵਿਚ ਕੀਤੀਆਂ ਅਤੇ ਨਿਭਾਇਆ ਹਨ।

8) ਵਿਕਰੇਤਾ ਨੂੰ ਅਵਸਰਾਂ ਜਾਂ ਕਰਮਚਾਰੀਆਂ ਰਾਹੀਂ ਹਰ ਸਮੇਂ ਅਜਿਹੇ ਕੰਮ ਕਰਨ ਕਰਵਾਉਣ ਤੱਕ ਅਪਤਿਆਰ ਅਤੇ ਅਧਿਕਾਰ ਹੋਵੇਗਾ ਜਿਹੜਾ ਇਸ ਵਿਚ ਸਮਲ ਸਾਰੀਆਂ ਜਾਂ ਇਨ੍ਹਾਂ ਵਿਚੋਂ ਕਿਸੇ ਥਾਂ ਸ਼ਰਤਾਂ ਅਤੇ ਹੋਰ ਰਾਖਵੇਂ ਸੱਕ ਦੀ ਪਾਲਣਾ ਕਰਵਾਉਣ ਪਾਤਰ ਸਮੇਂ ਕੋਈ ਅਜਿਹਾ ਕੰਮ ਕਰਨ ਦੀ ਲਾਗਤ ਅਤੇ ਉਸ ਨਾਲ ਸੰਬੰਧਤ ਜਾਂ ਕਿਸੇ ਵੀ ਤਰੀਕੇ ਨਾਲ ਉਸ ਸਥੇਲੀ ਹੋਏ ਖਰਚੇ ਉਕਤ ਥਾਂ ਤੇ ਪਹਿਲਾਂ ਭਾਗ ਦੇ ਤੋਰ ਤੇ ਵਸੂਲ ਕਰਨ ਦੇ ਮੰਤਵ ਲਈ ਜ਼ਰੂਰੀ ਜਾਂ ਉਚਿਤ ਹੋਵੇ।

9) ਉਤਕਾਲ ਪਾਤਰ ਦੀ ਪੰਜਾਬ ਰਿਜ਼ਨਲ ਅਤੇ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ 1995, ਅਧੀਨ ਬਣਾਏ ਗਏ ਨਿਯਮਾਂ ਦੇ ਅਨੁਸਾਰ ਕੋਈ ਉਕਤ ਥਾਂ ਨੂੰ ਤੋਂ ਬਿਨਾਂ ਕਿਸੇ ਮੰਤਵ ਲਈ ਨਹੀਂ ਵਰਤੋਗਾ ਅਤੇ ਨਾ ਹੀ ਉਹ ਉਸ ਤੇ ਬਣਾਈ ਇਮਾਰਤ ਨੂੰ ਕਿਸੇ ਅਜਿਹੇ ਮੰਤਵ ਲਈ ਵਰਤੋਗਾ ਜਿਹੜਾ ਉਸ ਮੰਤਵ ਤੋਂ ਹੋਰ ਹੋਵੇ ਜਿਸ ਲਈ ਕਿ ਇਹ ਇਮਾਰਤ ਬਣਾਈ ਗਈ ਹੋਵੇ।

10) ਉਤਕਾਲ ਪਾਤਰ ਦੀ ਪੰਜਾਬ ਰਿਜ਼ਨਲ ਅਤੇ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ 1995, ਅਧੀਨ ਬਣਾਏ ਜਾਂ ਜਾਰੀ ਕੀਤੇ ਨਿਯਮ ਅਤੇ ਸ਼ੁਕਸ਼ ਸੰਵੀਕਾਰ ਕਰੇਗਾ ਅਤੇ ਪਾਲਣਾ ਕਰੇਗਾ।

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13

55

11) ਇਤਕਾਲ ਪਾਤਰ ਦੁਆਰਾ ਨਿਯਤ ਮਿਤੀ ਨੂੰ ਕੋਈ ਕਿਸ਼ਤ ਜਾਂ ਨਿਯਤ ਕੀਤੀ ਗਈ ਯੋਗਦਾਨ ਅਧਿਕ ਕੀਮਤ ਨਾ ਕਰਨ ਦੀ ਸੂਰਤ ਵਿਚ ਕਿਸੇ ਪਿਛਲੇ ਦਾਅਵੇ ਨੂੰ ਅਤੇ ਉਸ ਦੇ ਜੋ ਉਸ ਦੇ ਕਿਸੇ ਭਾਗ ਦੇ ਮੁੜ ਦਾਖਲ ਹੋਣ ਦੇ ਹੱਕ ਨੂੰ ਛੱਡਣ ਦੇ ਬਾਵਜੂਦ ਵੀ ਮਿਲਖ ਅਫਸਰ ਲਈ ਇਹ ਕਾਨੂੰਨੀ ਹੋਵੇਗਾ ਕਿ ਉਹ ਉਸ ਨੂੰ ਆਪਣੀ ਪਹਿਲੀ ਮਿਲਖ ਤੇ ਹੋਰ ਤੇ ਆਪਣੇ ਪਾਸ ਲੈ ਸਕੇ ਹੱਥ ਸਕੇ ਅਤੇ ਵਰਤ ਸਕੇ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਅਜਿਹੇ ਮੁੜ ਕਬਜ਼ੇ ਕਾਰਨ ਮੁਲ ਵਿਕਰੀ ਜਾਂ ਉਸ ਦਾ ਕੋਈ ਭਾਗ ਵਾਪਸ ਲੈਣ ਦਾ ਜਾਂ ਕਿਸੇ ਵੀ ਕਿਸਮ ਦਾ ਕੋਈ ਮੁਆਵਜ਼ਾ ਲੈਣ ਦਾ ਹੱਕ ਨਹੀਂ ਹੋਵੇਗਾ।

(12) ਵਿਕਰੇਤਾ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਵਿਚਕਾਰ ਇਸ ਲਿਖਤ ਦੇ ਇਸ ਦਫ਼ਤੇ ਹਰੇਕ ਉਪਬੰਧ ਅਤੇ ਮਾਸਲਾ ਭਾਵ ਅਤੇ ਅਰਥ ਸਬੰਧੀ ਅਤੇ ਇਸ ਦੁਆਰਾ ਹਾਥਵੇਂ ਹੱਥ ਹੱਕਾਂ ਜਾਂ ਉਨ੍ਹਾਂ ਵਿਚੋਂ ਕਿਸੇ ਹੱਕ ਸਬੰਧੀ ਜਾਂ ਉਸ ਨਾਲ ਕਿਸੇ ਵੀ ਤਰੀਕੇ ਨਾਲ ਇਕ ਰੂਪ ਜਾਂ ਸਬੰਧਤ ਹੋਣ ਥਾਹੇ ਕਿਸੇ ਸਮੇਂ ਕੋਈ ਖ਼ਰਾਬ ਜਾਂ ਮਤਰੇਦ ਪੈਦਾ ਹੋ ਜਾਣ ਦੀ ਸੂਰਤ ਵਿਚ ਉਕਤ ਖ਼ਰਾਬ ਜਾਂ ਮਤਰੇਦ ਮੁਖ ਪ੍ਰਸ਼ਾਸਕ ਪਾਸ ਸਾਲਾਨੀ ਲਈ ਭੇਜਿਆ ਜਾਵੇਗਾ ਜਿਸ ਦਾ ਕੀਤਾ ਫੈਸਲਾ ਅੰਤਮ ਹੋਵੇਗਾ ਅਤੇ ਇਸ ਦੀਆਂ ਧਿਰਾਂ ਤੇ ਬਿਪਨਕਾਰੀ ਹੋਵੇਗਾ।

ਜੇ ਅਤੇ ਜਦੋਂ ਤੱਕ ਇਤਕਾਲ ਪਾਤਰ ਇਸ ਵਿਚ ਲਾਈਆਂ ਅਤੇ ਉਪਬੰਧ ਕੀਤੀਆਂ ਹਰੇਕ ਅਤੇ ਸਾਹੀਆਂ ਥਾਨਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਨੂੰ ਪੂਰੀ ਤਰ੍ਹਾਂ ਨਿਭਾਏਗਾ ਅਤੇ ਪਾਲਣਾ ਕਰੇਗਾ ਅਤੇ ਇਸ ਤਰ੍ਹਾਂ ਨਿਭਾਉਂਦਾ ਅਤੇ ਪਾਲਣਾ ਕਰਦਾ ਰਹੇਗਾ ਉਦੋਂ ਤੱਕ ਵਿਕਰੇਤਾ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਇਸ ਵਿਚ ਅਤੇ ਇਸ ਦੁਆਰਾ ਮੰਤਕਿਲ ਕੀਤੇ ਵਿਸ਼ਵਾਸ ਅਤੇ ਦਿਵਾਏ ਹੱਕਾਂ ਅਤੇ ਵਿਸ਼ੇਸ਼ ਅਧਿਕਾਰਾਂ ਨੂੰ ਪੂਰਣ ਅਤੇ ਸਾਂਤ ਰੂਪ ਵਿੱਚ ਮਾਨਣਾ ਦੇਵੇਗਾ।

ਅਤੇ ਇਸ ਦੁਆਰਾ ਇਕਰਾਰ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਅਤੇ ਘੋਸ਼ਿਤ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਪ੍ਰੀਤ ਵਰਤੋਂ ਅਤੇ ਅਰਥ ਨਾ ਦਾ ਜਾਪਦਾ ਹੋਵੇ ਤਾਂ (ੳ) ਪਦ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਦਾ ਅਰਥ ਦੀ ਪੰਜਾਬ ਹਿਜ਼ਨਲ ਅਤੇ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ 1995, ਦੀ ਧਾਰਾ ਦੇ ਖੇਤਰ ਅਧੀਨ ਸਰਕਾਰ ਦੁਆਰਾ ਇਸ ਦੇ ਹੋਰ ਤੇ ਨਿਯੁਕਤ ਕੀਤਾ ਅਦਸ਼ ਹੋਵੇਗਾ (ਅ) ਪਦ ਮਿਲਖ ਅਫਸਰ ਦਾ ਅਰਥ ਦੀ ਪੰਜਾਬ ਹਿਜ਼ਨਲ ਅਤੇ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ 1995, ਦੀ ਧਾਰਾ ਦੇ ਖੇਤਰ ਅਧੀਨ ਸਰਕਾਰ ਦੁਆਰਾ ਸਹਿਤੀ ਮਿਲਖ ਵਿਚ ਅਦਸ਼ ਦੇ ਕਾਰਜ ਨਿਭਾਉਣ ਲਈ ਨਿਯੁਕਤ ਕੀਤਾ ਅਦਸ਼ ਹੋਵੇਗਾ।

ੲ) ਇਸ ਲਿਖਤ ਵਿਚ ਵਰਤੇ ਗਏ ਸ਼ਬਦ ਵਿਕਰੇਤਾ ਵਿਚ ਪੰਜਾਬ ਦੇ ਰਾਜ ਪਾਲ ਪੰਜਾਬ ਸਰਕਾਰ ਤੋਂ ਇਲਾਵਾ ਅਤੇ ਇਸ ਲਿਖਤ ਵਿਚ ਸ਼ਾਮਲ ਜਾਂ ਇਸ ਲਿਖਤ ਵਿਚੋਂ ਪੈਦਾ ਹੋਏ ਕਿਸੇ ਮਾਮਲੇ ਜਾਂ ਕਿਸੇ ਗਲਬਾਤ ਸਬੰਧੀ ਕਾਰਵਾਈ ਕਰਨ ਲਈ ਯੋਜਾਯੋਗ ਰੂਪ ਵਿਚ ਅਧਿਕਾਰਤ ਕੀਤਾ ਹਰੇਕ ਵਿਅਕਤੀ ਸ਼ਾਮਲ ਹੋਵੇਗਾ।

ਸ) ਇਸ ਲਿਖਤ ਵਿਚ ਵਰਤੇ ਗਏ ਸ਼ਬਦ ਇਤਕਾਲ ਪਾਤਰ ਵਿਚ ਉਕਤ Tara Singh Singh ਤੇ ਇਲਾਵਾ ਉਸਦੇ ਕਾਨੂੰਨੀ ਵਾਰਸ (ਜਿਨ੍ਹਾਂ ਨੂੰ ਇਜਾਜ਼ਤ ਮਿਲੀ ਹੋਵੇ) ਉਰਗਾਧਿਕਾਰ ਦੀ ਪ੍ਰਤੀਨਿਧ ਸਪੂਰਦਾਰ ਇਤਕਾਲ ਪਾਤਰ ਪਟੇਦਾਰ ਅਤੇ ਰਾਜ ਅਫਸਰ ਦੀ ਇਜਾਜ਼ਤ ਨਾਲ ਕੋਈ ਅਜਿਹਾ ਵਿਅਕਤੀ ਜਾਂ ਅਜਿਹੇ ਵਿਅਕਤੀ ਜਾਂ ਜਿਹੜਾ ਜਾਂ ਜਿਹੜੇ ਉਕਤ ਥਾਂ ਤੇ ਜਾਂ ਉੱਤੇ ਉਸਾਰੀ ਇਮਾਰਤ ਤੇ ਕਾਰਜ ਹੋਵੇਗਾ ਜਾਂ ਸ਼ਾਮਲ ਹੋਵੇਗਾ।

ਇਸ ਦੀ ਸਾਖੀ ਵਜੋਂ ਇਸ ਦੀਆਂ ਧਿਰਾਂ ਨੇ ਇਸ ਤੇ ਹੇਠ ਇਸ ਵਿਚ ਇਸ ਤੋਂ ਪਿਛੋਂ ਹਰੇਕ ਦੀ ਸੂਰਤ ਵਿਚ ਨਿਸ਼ਚਿਤ ਕੀਤਾ ਥਾਂ ਤੇ ਅਤੇ ਮਿਤੀ ਨੂੰ ਕਰਮਵਾਰ ਆਪਣੇ ਆਪਣੇ ਹਸਤਾਖਰ ਕੀਤੇ।

Tara Singh
ਉਕਤ ਦੁਆਰਾ ਮਿਤੀ ਨੂੰ
..... ਵਿਖੇ ਹਸਤਾਖਰ ਕੀਤੇ ਗਏ।

[Signature]
(ਇਤਕਾਲ ਪਾਤਰ)

ਜਿਕਰ, ਇਹ ਲਿਖਤ ਮਿਲਖ ਅਫਸਰ ਦੇ ਸਾਹਮਣੇ ਨਾ ਕੀਤੀ ਜਾਵੇ ਤਾਂ ਇਨ੍ਹਾਂ ਵਿੱਚੋਂ ਇਕ ਗਵਾਹ ਕੋਈ ਮੇਜਿਸਟਰੇਟ (ਆਪਣੀ ਸਹਿਤ ਸਹਿਤ) ਹੋਣਾ ਚਾਹੀਦਾ ਹੈ।

[Signature]

Estate Officer
Date:
Deputy Magistrate

(14)

48
-11

ਨਿਮਨ ਗਵਾਹਾਂ ਦੀ ਹਾਜ਼ਰੀ ਵਿੱਚ:-

ਗਵਾਹ Shishu-pal Singh

ਨਾ Shishu-pal Singh

ਰਿਹਾਇਸ਼ #2007, Sec 66 Mohal

ਪੇਸ਼ਾ PUN. Employer

Shishu-pal Singh
ਹਸਤਾਖਰ

ਗਵਾਹ T. A. Khan

ਨਾ T. A. Khan

ਰਿਹਾਇਸ਼ #116-A, Shahi-majra, Mohal

ਪੇਸ਼ਾ Service

T. A. Khan
ਹਸਤਾਖਰ

ਮਿਤੀ ਨੂੰ ਨਦੀ ਕੰਢੇ
ਵਿਖੇ ਪੰਜਾਬ ਦੇ ਹਾਜ਼ਪਾਲ ਵਾਸਤੇ ਅਤੇ ਉਨ੍ਹਾਂ ਦੀ
ਤਰਫ਼ੋਂ ਅਤੇ ਉਨ੍ਹਾਂ ਤੋਂ ਮਿਲੇ ਅਧਿਕਾਰ ਅਧੀਨ ਹਸਤਾਖਰ
ਕੀਤੇ ਗਏ।

ਮਿਲਖ ਅਵਗਾਰ
Devel. 2

ਨਿਮਨ ਗਵਾਹਾਂ ਦੀ ਹਾਜ਼ਰੀ ਵਿੱਚ:-

ਗਵਾਹ T. A. Khan

ਨਾ T. A. Khan

ਰਿਹਾਇਸ਼ #116-A, Shahi-majra,

ਪੇਸ਼ਾ Mohal

ਹਸਤਾਖਰ

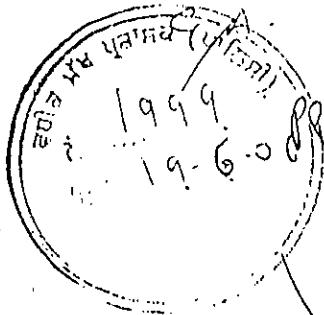
ਗਵਾਹ ASIR

ਰਿਹਾਇਸ਼ 315, Lohian colony

ਪੇਸ਼ਾ W. T. Ch.

ਹਸਤਾਖਰ

ASIR



O/o Chief Administrator, PUDA
Diary No.....
Dated..... 15-6-08

ਸੇਵਾ ਵਿਖੇ

ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ,
ਪੁੱਡਾ,
ਮੋਹਾਲੀ।

ਵਿਸ਼ਾ:
ਹਵਾਲਾ:

ਪਲਾਟ ਨੰ: 2719, ਸੈਕਟਰ-67 ਨੂੰ ਵੇਚਣ ਲਈ ਐਨ.ਓ.ਸੀ./ਪ੍ਰਵਾਨਗੀ ਦੇਣ ਬਾਰੇ।
ਪੱਤਰ ਮਿਤੀ 7-9-2005

ਸ਼੍ਰੀਮਾਨ ਜੀ,

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿਚ ਆਪ ਜੀ ਦੇ ਧਿਆਨ ਵਿਚ ਲਿਆਉਣਾ ਚਾਹੁੰਦਾ ਹਾਂ ਕਿ ਪੁੱਡਾ ਕਰਮਚਾਰੀਆਂ ਵਲੋਂ ਜਦੋਂ ਆਪਣੇ ਪਲਾਟਾਂ ਦੀ ਸੀ.ਡੀ ਕਰਵਾਈ ਗਈ ਤਾਂ ਸੀ.ਡੀ. ਵਿਚ ਉਸਾਰੀ ਦੇ ਪੰਜ ਸਾਲ ਮਗਰੋਂ ਤਬਦੀਲੀ ਦੀ ਸ਼ਰਤ ਨਹੀਂ ਸੀ ਪਾਈ ਗਈ ਪਰ ਜਦੋਂ ਨਿਮਨਹਸਤਾਖਰ ਵਲੋਂ ਆਪਣੇ ਪਲਾਟ ਦੀ ਸੀ.ਡੀ. ਵੀ ਕਰਵਾਈ ਗਈ ਤਾਂ ਦਫਤਰ ਵਲੋਂ ਉਪਰੋਕਤ ਪੰਜ ਸਾਲ ਦੀ ਸ਼ਰਤ ਲਗਾ ਦਿੱਤੀ ਗਈ ਅਤੇ ਸੀ.ਡੀ. ਕਰਵਾਉਣ ਤੋਂ ਪਹਿਲਾਂ ਜਦੋਂ ਨਿਮਨਹਸਤਾਖਰ ਨੇ ਸੀ.ਡੀ. ਵਿਚ ਇਹ ਸ਼ਰਤ ਨਾ ਪਾਉਣ ਲਈ ਬੇਨਤੀ ਕੀਤੀ ਤਾਂ ਉਸਨੂੰ ਪ੍ਰਵਾਨ ਨਹੀਂ ਕੀਤਾ ਗਿਆ। ਇਸ ਤਰ੍ਹਾਂ ਅਸਟੇਟ ਆਫਿਸ ਵਲੋਂ ਸੀ.ਡੀ. ਕਰਵਾਉਣ ਵੇਲੇ ਇਕਸਾਹਤਾ ਨਹੀਂ ਵਰਤੀ ਗਈ।

ਇਸ ਉਪਰੰਤ ਮੇਰੇ ਵਲੋਂ ਪਲਾਟ ਨੰ: 2719, ਸੈਕਟਰ-67 ਨੂੰ ਵੇਚਣ ਦੀ ਪ੍ਰਵਾਨਗੀ ਮੰਗੀ ਗਈ ਸੀ ਪਰ ਮੈਨੂੰ ਹੁਣ ਤੱਕ ਪਲਾਟ ਵੇਚਣ ਦੀ ਪ੍ਰਵਾਨਗੀ ਨਹੀਂ ਦਿੱਤੀ ਗਈ। ਇਸ ਸਬੰਧ ਵਿਚ ਮੈਂ ਪਹਿਲਾਂ ਵੀ ਆਪ ਦੇ ਧਿਆਨ ਵਿਚ ਲਿਆ ਚੁੱਕਾ ਹਾਂ ਕਿ ਪਲਾਟ ਦੀ ਤਬਦੀਲੀ ਦੀ ਆਗਿਆ ਜੇਕਰ ਐਕਟ ਦੀ ਧਾਰਾ 43(6) ਅਤੇ 43(7) ਵਿਚ ਕੀਤੇ ਉਪਬੰਧਾਂ ਦੀ ਉਲੰਘਣਾ ਹੁੰਦੀ ਹੋਵੇ ਕੇਵਲ ਤਾਂ ਹੀ ਹੋ ਸਕਦੀ ਹੈ। ਕਿਉਂਕਿ ਮੇਰੇ ਵਲੋਂ ਪਲਾਟ ਦੀ ਪੂਰੀ ਰਕਮ ਵਿਆਜ ਸਮੇਤ ਅਦਾ ਕੀਤੇ ਜਾਣ ਕਰਕੇ ਪੁੱਡਾ ਨੇ ਪਲਾਟ ਵੀ ਮੇਰੇ ਨਾਂ ਕਰਵਾ ਦਿਤਾ ਹੈ। ਇਸ ਕਰਕੇ ਪਲਾਟ ਵੇਚਣ ਦੀ ਆਗਿਆ ਦਿੱਤੀ ਜਾ ਸਕਦੀ ਹੈ।

ਉਪਰੋਕਤ ਤੋਂ ਇਲਾਵਾ ਅਲਾਟਮੈਂਟ ਲੈਟਰ ਦੀ ਸ਼ਰਤ ਨੰ: 12, 14 ਅਤੇ 15 ਨਿਮਨਲਿਖਤ ਦਰਸਾਈ ਜਾਂਦੀ ਹੈ:-

12. On payment of 100% price and addition price if any, you shall execute a deed of conveyance in the prescribed form in such a manner as may be directed by the Estate Officer within three months of such direction. The charges for registration and stamp duty will be borne by you.
14. The ownership of the site shall continue to vest in the Authority till the whole consideration money and all amounts due are finally paid.
15. The plot shall not be permitted to transfer before 5 years of completion of building on it.

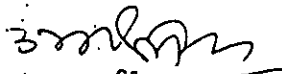
ਉਪਰੋਕਤ ਅਲਾਟਮੈਂਟ ਦੀ ਸ਼ਰਤ 12 ਅਤੇ 14 ਤਹਿਤ, ਸ਼ਰਤ ਨੰ:15 ਬਿਲਕੁਲ contradictory ਹੈ ਜਿਸਨੂੰ ਕਾਨੂੰਨੀ ਤੌਰ ਤੇ ਡਿਲੀਟ ਕਰਨਾ ਬਣਦਾ ਹੈ ਕਿਉਂਜੋ ਪੁੱਡਾ ਵਲੋਂ ਪਲਾਟ ਦੀ ਪੂਰੀ ਕੀਮਤ ਲਈ ਜਾ ਚੁਕੀ ਹੈ ਅਤੇ ਪੁੱਡਾ ਵਲੋਂ ਸੀ.ਡੀ.ਵੀ ਨਿਮਨਹਸਤਾਖਰ ਦੇ ਨਾਮ ਕਰਵਾ ਦਿਤੀ ਗਈ ਹੈ। ਇਸ ਤਰ੍ਹਾਂ ਹੁਣ ਮੈਂ ਇਸ ਪਲਾਟ ਦਾ ਮਾਲਕ ਬਣ ਚੁਕਿਆ ਹਾਂ।

ਇਸ ਤੋਂ ਇਲਾਵਾ ਮੈਂ ਆਪ ਜੀ ਦੇ ਧਿਆਨ ਵਿਚ ਇਹ ਵੀ ਲਿਆਉਣਾ ਚਾਹੁੰਦਾ ਹਾਂ ਕਿ ਮੇਰੀ ਪੁੱਡਾ ਦੀ ਸੇਵਾ ਤੋਂ ਰਿਟਾਇਰਮੈਂਟ ਮਿਤੀ 30-6-2007 ਨੂੰ ਹੈ। ਮੈਨੂੰ ਆਪਣੀਆਂ ਘਰੇਲੂ ਜ਼ਰੂਰਤਾਂ ਪੂਰੀਆਂ ਕਰਨ ਲਈ ਆਪਣਾ ਕਾਲਕਾ ਵਿਖੇ ਮਕਾਨ ਵੀ ਵੇਚਣਾ ਪਿਆ। ਪੁੱਡਾ ਵਿਚ ਰਿਟਾਇਰਮੈਂਟ ਉਪਰੰਤ ਪੈਨਸ਼ਨ ਦੇਣ ਦੀ ਵੀ ਸੁਵਿਧਾ ਨਹੀਂ ਹੈ। ਇਸ ਲਈ ਰਿਟਾਇਰ ਹੋਣ ਤੇ ਮੈਨੂੰ ਕੋਈ ਕੰਮਕਾਰ ਵੀ establish ਕਰਨਾ ਪੈਣਾ ਹੈ ਅਤੇ ਇਸ ਤੋਂ ਇਲਾਵਾ ਦਿਨੋਂ ਦਿਨ ਵਧ ਰਹੀਆਂ ਘਰੇਲੂ ਲੋੜਾਂ ਦੀ ਪੂਰਤੀ ਲਈ ਇਸ ਪਲਾਟ ਨੂੰ ਵੇਚਣ ਤੋਂ ਇਲਾਵਾ ਮੇਰੇ ਕੋਲ ਹੋਰ ਕੋਈ ਸਾਧਨ ਨਹੀਂ ਹੈ। ਇਸ ਲਈ ਮੈਨੂੰ ਪੈਸਿਆਂ ਦੀ ਬਹੁਤ ਲੋੜ ਹੈ।

ਉਪਰੋਕਤ ਤੱਥਾਂ ਨੂੰ ਧਿਆਨ ਵਿਚ ਰੱਖਦੇ ਹੋਏ ਆਪ ਜੀ ਨੂੰ ਬੇਨਤੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਕਿ ਨਿਮਨਹਸਤਾਖਰ ਨੂੰ ਪਲਾਟ ਵੇਚਣ ਦੀ ਆਗਿਆ ਦਿੱਤੀ ਜਾਵੇ ਤਾਂ ਜੋ ਮੈਂ ਆਪਣੀਆਂ ਘਰੇਲੂ ਲੋੜਾਂ ਦੀ ਪੂਰਤੀ ਕਰ ਸਕਾਂ। ਅਜਿਹੀ ਆਗਿਆ ਦੇਣ ਨਾਲ ਪੁੱਡਾ ਨੂੰ ਕੋਈ ਵਿੱਤੀ ਨੁਕਸਾਨ ਨਹੀਂ ਹੋਵੇਗਾ।

ਧੰਨਵਾਦ ਸਹਿਤ,

ਆਪਜੀ ਦਾ ਵਿਸ਼ਵਾਸਧਾਰਤਰ,


(ਤਾਰਾ ਸਿੰਘ)

ਪ੍ਰਬੰਧਕ ਅਫਸਰ(ਅਮਲਾ),
ਪੁੱਡਾ, ਮੋਹਾਲੀ

ਮਿਤੀ: 14.6.06

ਦਫਤਰੀ ਨੋਟ ਪੰਨਾ 22 ਤੋਂ 24 ਅਤੇ ਡਿਟੇਲ ਨੋਟ ਜੋ ਕਿ ਭੰਡੀ-ਉ ਤੇ ਨਿਮਨ ਰੱਖਿਆ ਗਿਆ ਨੂੰ ਵਾਚਣ ਤੋਂ ਪਤਾ ਚਲਦਾ ਹੈ ਕਿ ਪੁੱਛਾ ਕਰਮਚਾਰੀਆਂ ਨੂੰ ਸਾਲ 2001 ਵਿੱਚ ਪੁੱਛਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਵੱਲੋਂ ਬਣਾਈ ਗਈ ਮਾਲੀ ਅਧੀਨ ਪਲਾਟਾਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕੀਤੀ ਗਈ ਸੀ ਅਤੇ ਇਨ੍ਹਾਂ ਪਲਾਟਾਂ ਦੇ ਅਲਾਟਮੈਂਟ ਦੇ ਪੱਤਰ ਵਿੱਚ ਨਿਮਨ ਅਨੁਸਾਰ ਸਰਤ ਪਾਈ ਗਈ ਸੀ:-

"ਇਸ ਸਕੀਮ ਅਨੁਸਾਰ ਅਲਾਟ ਕੀਤਾ ਗਿਆ ਪਲਾਟ ਸਮਰੱਥ ਅਧਿਕਾਰੀ ਤੇ ਕੰਪਲੀਸ਼ਨ ਸਰਟੀਫਿਕੇਟ ਜਾਰੀ ਹੋਣ ਦੀ ਮਿਤੀ ਤੋਂ 5 ਸਾਲ ਤੱਕ ਵੇਚਣ ਯੋਗ ਨਹੀਂ ਹੋਵੇਗਾ।"

ਪੰਜਾਬ ਹਿਜਨਲ ਟਾਊਨ ਪਲਾਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ, 1995 ਦੇ ਸੈਕਸ਼ਨ 43 (4) ਵਿੱਚ ਅਲਾਟਮੈਂਟ ਲਈ ਨਿਮਨ ਅਨੁਸਾਰ ਉਪਬੰਧ ਕੀਤਾ ਗਿਆ ਹੈ:-

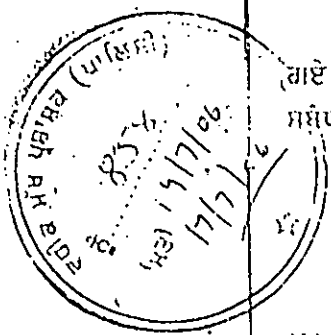
"Subject to the provision hereinbefore contained, the Authority may sell, lease or otherwise transfer whether by auction, allotment or otherwise any land or building belonging to it on such terms and conditions as it may, from time to time determine."

ਇਸ ਦੇ ਨਾਲ ਪੁੱਛਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਜੋ ਕਿ ਉਕਤ ਐਕਟ ਦੀ ਧਾਰਾ 23 ਅਧੀਨ ਬਣਾਈ ਗਈ ਹੈ ਅਤੇ ਇਸ ਕਮੇਟੀ ਨੂੰ ਅਲਾਟਮੈਂਟ ਸਬੰਧੀ ਨੀਤੀਆਂ ਦਾ ਅਧਿਕਾਰ ਪ੍ਰਾਪਤ ਹੈ ਨੇ ਜੋ ਸਕੀਮ ਬਣਾਈ ਹੈ ਉਹ ਉਸ ਵਿੱਚ ਲਗਾਈ ਗਈ ਸਰਤ ਕਾਨੂੰਨ ਦੇ ਦਾਇਰੇ ਅੰਦਰ ਹੀ ਲਗਾਈ ਹੈ ਕਿਉਂਕਿ ਸੈਕਸ਼ਨ 43 (4) ਅਨੁਸਾਰ ਅਲਾਟਮੈਂਟ ਦੀਆਂ ਸਰਤਾਂ ਨਿਰਧਾਰਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਅਥਾਰਟੀ ਨੂੰ ਪ੍ਰਾਪਤ ਹੈ ਪ੍ਰੰਤੂ ਇਹ ਸਰਤਾਂ ਸਮੇਂ ਸਮੇਂ ਸਿਰ ਨਿਰਧਾਰਤ ਕੀਤੀਆਂ ਜਾ ਸਕਦੀਆਂ ਹਨ।

ਇਸੇ ਐਕਟ ਦੇ ਸੈਕਸ਼ਨ 43 (6) ਅਨੁਸਾਰ ਜੇਕਰ ਅਲਾਟੀ ਪੂਰੀ ਕੀਮਤ ਵਿਆਜ ਸਮੇਤ ਜਮ੍ਹਾਂ ਕਰਵਾ ਦਿੰਦਾ ਹੈ ਅਤੇ ਉਸ ਵੱਲ ਕੋਈ ਰਕਮ ਬਕਾਇਆ ਨਹੀਂ ਰਹਿੰਦੀ ਤਾਂ ਉਹ ਕੰਨਵੇਨਸ ਡੀਡ ਕਰਵਾ ਕੇ ਉਸ ਪਲਾਟ/ਬਿਲਡਿੰਗ ਦਾ ਪੂਰਾ ਮਾਲਕ ਬਣ ਜਾਂਦਾ ਹੈ। ਐਕਟ ਦੇ ਸੈਕਸ਼ਨ 43 (7) ਅਧੀਨ ਅਥਾਰਟੀ ਵੱਲੋਂ ਲੋਡ ਜਾਂ ਸਿਲਤਿੰਗ ਟਰਾਂਸਫਰ ਕਰਨ ਦੀ ਆਗਿਆ ਦਿੱਤੀ ਜਾ ਸਕਦੀ ਹੈ।

ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਦੀ ਸਰਤ ਨੰ: 15 ਪੁੱਛਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਵੱਲੋਂ ਹੀ ਲਗਾਈ ਗਈ ਹੈ ਇਹ ਸਰਤ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਵੱਲੋਂ ਹੋਣਾ ਚਾਹੀਦਾ ਜਾ ਸਕਦੀ ਹੈ ਅਤੇ ਪਲਾਟ ਨੂੰ ਟਰਾਂਸਫਰ ਜਾਂ ਵੇਚਣ ਦੀ ਆਗਿਆ ਪੁੱਛਾ ਵੱਲੋਂ ਬਣਾਈ ਗਈ ਟਰਾਂਸਫਰ ਨੀਤੀ ਅਨੁਸਾਰ ਦਿੱਤੀ ਜਾ ਸਕਦੀ ਹੈ। ਇਸ ਤੋਂ ਇਲਾਵਾ ਜਿਨ੍ਹਾਂ ਕੋਸ਼ਾਂ ਵਿੱਚ ਕੰਨਵੇਨਸ ਡੀਡ ਹੋ ਚੁੱਕੀ ਹੈ ਉਨ੍ਹਾਂ ਕੋਸ਼ਾਂ ਵਿੱਚ ਤਾਂ ਪੁੱਛਾ ਵੱਲੋਂ ਸਿਰਫ ਐਨ ਓ ਸੀ ਹੀ ਦਿੱਤਾ ਜਾਣਾ ਹੈ ਅਤੇ ਟਰਾਂਸਫਰ ਸਬੰਧੀ ਸ਼ਲ ਡੀਡ ਆਦਿ ਸਬੰਧਤ ਰਜਿਸਟਰਾਰ ਦੇ ਦਫਤਰ ਵਿੱਚ ਰਜਿਸਟਰਡ ਹੋਣੀ ਹੈ ਅਤੇ ਉਸ ਉਪਰੰਤ ਪੁੱਛਾ ਦੇ ਹਿਕਮਤ ਵਿੱਚ ਮਲਕੀਅਤ ਤਬਦੀਲੀ ਲਈ ਇੰਦਰਾਜ ਕੀਤਾ ਜਾਣਾ ਹੈ। ਇਸ ਤਰ੍ਹਾਂ ਨਾਲ ਕਾਨੂੰਨ ਅਨੁਸਾਰ ਜਿਸ ਅਲਾਟੀ ਦੇ ਹੱਕ ਵਿੱਚ ਕੰਨਵੇਨਸ ਡੀਡ ਐਗਜ਼ੀਕਿਊਟ ਹੋਈ ਹੈ ਉਹ ਜਾਇਦਾਦ ਦਾ ਮਾਲਕ ਬਣ ਜਾਂਦਾ ਹੈ।

ਪੁੱਛਾ ਕਰਮਚਾਰੀਆਂ ਨੂੰ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਵੱਲੋਂ ਬਣਾਈ ਗਈ ਸਕੀਮ ਅਧੀਨ ਅਲਾਟ ਕੀਤੇ ਗਏ ਪਲਾਟਾਂ ਜਿਨ੍ਹਾਂ ਦੀ ਕੰਨਵੇਨਸ ਡੀਡ ਐਗਜ਼ੀਕਿਊਟ ਹੋ ਚੁੱਕੀ ਹੈ ਦੀ ਮਲਕੀਅਤ ਤਬਦੀਲ ਕਰਨ ਦੀ ਆਗਿਆ ਦੇਣ ਸਬੰਧੀ ਮਾਲਾ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਵੱਲੋਂ ਲਿਆ ਜਾ ਸਕਦਾ ਹੈ।



ਪੰਜਾਬ (ਮਾਮਲਾ)

ਸ਼ੀਨੀਅਰ ਲਾਅ ਅਫਸਰ (ਮਾਮਲਾ)

14/7/06

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14/7/06

Agenda item No. 1.07
(Policy Branch)

Date:
Name of dignitary:

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Sub: Regarding transfer of title of 15.726 acres of land in Sector 67, Mohali to Infotech- Execution of Conveyance Deed.

1.0 The land measuring 15.726 acres was allotted to Punjab State Electronics Development Corporation now Punjab Infotech @ Rs. 1924/- per sq. yd. vide allotment letter dated 6.5.02 (copy annexure-I). The total cost of the land worked out to Rs.14,64,43,028/- and against this cost Punjab State Electronics Development Corporation now Punjab Infotech deposited the amount of Rs. 550.41 lacs @ Rs.35 lacs per acre. The remaining amount of Rs. 9,14,02,028/- as subsidy was to be deposited with PUDA by the Industries Department. But this amount has not been deposited so far by the Industries Department. As per decision of the Government, conveyed by the Department of Housing & Urban Development, Punjab vide order dated 1.9.2005 (copy annexure-II), the subsidy amount of Rs. 9,14,02,028/- has been debited to the OUVGL account pending the release of money by the Government in Industries Department to the PUDA.

2.0 On the request of Infotech and in view of condition No. 4 of the allotment letter, the specimen of draft Conveyance Deed based on the terms & conditions of allotment letter was sent by the Estate Officer, Mohali to the Punjab Infotech. As informed by Estate Officer, Mohali vide letter dated 28.2.2006, the Punjab Infotech has not agreed upon the condition No. 1(A), 4, 7 & 11 of the draft conveyance deed being irrelevant and requested to delete these clauses. The Estate Officer, Mohali has submitted his comments and referred the matter to the Authority for taking a decision. The details of these conditions are given as under:-

- i) 1) (A) ਵਿਕਰੇਤਾ ਨੂੰ ਮੂਲ ਵਿਕਰੀ ਦੇ ਅਣ ਅਦਾ ਕੀਤੇ ਭਾਗ ਸਬੰਧੀ ਉਕਤ ਥਾਂ ਤੇ ਪਹਿਲੇ ਅਤੇ ਪਰਮੁੱਖ ਭਾਗ ਦਾ ਹੱਕ ਹੋਵੇਗਾ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਮੁੱਖ ਪ੍ਰਸਾਸਕ ਦੀ ਮਨਜ਼ੂਰੀ ਤੋਂ ਬਿਨਾਂ ਇਸ ਥਾਂ ਨੂੰ ਜਾਂ ਉਸ ਵਿਚ ਕਿਸੇ ਹੱਕ ਜਾਂ ਹਿੱਸ ਨੂੰ (ਹਰ ਮਹੀਨੇ ਪੱਟੇ ਤੇ ਦੇਣ ਨੂੰ ਛੱਡਕੇ) ਵੇਚਕੇ ਤੋਹਫੇ ਰਾਹੀਂ ਰਹਿਣ ਕਰਕੇ ਜਾਂ ਹੋਰਵੇ ਮੁਤਕਿਲ ਕਰਨ ਦਾ ਉਸ ਸਮੇਂ ਤੱਕ ਹੱਕ ਨਹੀਂ ਹੋਵੇਗਾ ਜਦੋਂ ਤੱਕ ਕਿ ਵਿਕਰੇਤਾ ਨੂੰ ਪੂਰਣ ਵਿਕਰੀ ਕੀਮਤ ਅਦਾ ਨਾ ਕੀਤੀ ਜਾਵੇ।
- ii) 4) ਇਤਕਾਲ ਪਾਤਰ ਅਲਾਟਮੈਂਟ ਦੇ ਹੁਕਮ ਅਰਥਾਤ 6.5.2002 ਜੋ ਕਿ ਬਾਅਦ ਵਿੱਚ ਮਿਲਖ ਅਫਸਰ, ਪੁੱਛਾ, ਮੋਹਾਲੀ ਵਲੋਂ ਆਪਣੇ ਪੱਤਰ ਨੰ. ਪੁੱਛਾ-ਈਓ-ਏ-2-2005/26197 ਮਿਤੀ 29.11.05 ਰਾਹੀਂ ਸੋਧਿਆ ਹੈ, ਦੇ ਜਾਰੀ ਕਰਨ ਦੀ ਮਿਤੀ ਤੋਂ ਤਿੰਨ ਸਾਲਾਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਉਕਤ ਥਾਂ ਤੇ ਬਿਲਡਿੰਗ ਦੀ ਉਸਾਰੀ ਮੁਕੰਮਲ ਕਰੇਗਾ ਜਿਸ ਦੇ ਨਕਸ਼ੇ ਵਿਕਰੇਤਾ ਜਾਂ ਮੁੱਖ ਪ੍ਰਸਾਸਕ, ਪੁੱਛਾ, ਮੋਹਾਲੀ ਦੁਆਰਾ ਇਸ ਸਬੰਧ ਵਿਚ ਸਮੇਂ ਸਮੇਂ ਬਣਾਏ ਨਿਯਮਾਂ ਅਤੇ ਦਿੱਤੀਆਂ ਹਦਾਇਤਾਂ ਅਤੇ ਮੁੱਖ ਪ੍ਰਸਾਸਕ ਦੁਆਰਾ ਜਾਂ ਉਸ ਦੁਆਰਾ ਇਸ ਸਬੰਧ ਵਿਚ ਯਥਾਯੋਗ ਰੂਪ ਵਿਚ ਅਧਿਕਾਰਿਤ ਕੀਤੇ ਕਿਸੇ ਅਫਸਰ ਦੁਆਰਾ ਪ੍ਰਵਾਨ ਕੀਤਾ ਗਿਆ ਹੋਵੇ ਦੇ ਅਨੁਸਾਰ ਹੋਣਗੇ।
ਪਰੰਤੂ ਸਰਤ ਇਹ ਹੈ ਕਿ ਜੇ ਮਿਥੀ ਮਿਤੀ ਤੱਕ ਇਮਾਰਤ ਮੁਕੰਮਲ ਨਾ ਕਰਨ ਇਤਕਾਲ ਪਾਤਰ ਦੇ ਵਸ ਤੇ ਬਾਹਰ ਦੇ ਕਾਰਣ ਕਰਕੇ ਹੋਵੇਗਾ ਤਾਂ ਇਸ ਖੰਡ ਅਧੀਨ ਸਮਾਂ ਮਿਲਖ ਅਫਸਰ, ਪੁੱਛਾ, ਮੋਹਾਲੀ ਦੁਆਰਾ ਉਸ ਸਮੇਂ ਦੇ ਲਾਗੂ ਨਿਯਮਾਂ ਅਨੁਸਾਰ ਉਸਾਰੀ ਫੀਸ ਵਸੂਲ ਕਰਕੇ ਵਧਾਇਆ ਜਾ ਸਕਦਾ ਹੈ।
- iii) 7) ਵਿਕਰੇਤਾ ਆਪਣੇ ਅਫਸਰਾਂ ਅਤੇ ਕਰਮਚਾਰੀਆਂ ਦੁਆਰਾ 24 ਘੰਟੇ ਦਾ ਲਿਖਤੀ ਨੋਟਿਸ ਦੇਕੇ ਹਰ ਯੋਗ ਸਮੇਂ ਤੇ ਯੋਗ ਤਤੀਕੇ ਨਾਲ ਉਕਤ ਥਾਂ ਦੇ ਕਿਸੇ ਵੀ ਭਾਗ ਜਾਂ ਉਸਤੇ ਉਸਾਰੀ ਕਿਸੇ ਇਮਾਰਤ ਵਿਚ ਇਹ ਪਤਾ ਕਰਨ ਦੇ ਮੱਤਵ ਲਈ ਦਾਖਲ ਹੋ ਸਕਦਾ ਹੈ ਕਿ ਇਤਕਾਲ ਪਾਤਰ ਨੇ ਉਸ ਦੁਆਰਾ ਇਸ ਲਿਖਤ ਅਧੀਨ ਕੀਤੀਆਂ ਅਤੇ ਨਿਭਾਇਆ ਜਾਣ ਵਾਲੀ ਪ੍ਰਤੀਗਿਆਵਾਂ ਅਤੇ ਸਰਤਾਂ ਯਥਾਯੋਗ ਰੂਪ ਵਿਚ ਕੀਤੀਆਂ ਅਤੇ ਨਿਭਾਇਆਂ ਹਨ।
- iv) 11) ਇਤਕਾਲ ਪਾਤਰ ਦੁਆਰਾ ਨਿਯਤ ਮਿਤੀ ਨੂੰ ਕੋਈ ਕਿਸਮਤ ਜਾਂ ਨਿਯਤ ਕੀਤੇ ਸਮੇਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਅਧਿਕ ਕੀਮਤ ਅਦਾ ਨਾ ਕਰਨ ਦੀ ਸਰਤ ਵਿਚ ਕਿਸੇ ਪਿਛਲੇ ਦਾਅਵੇ ਨੂੰ ਅਤੇ ਉਸ ਦੇ ਜੋ ਉਸ ਦੇ ਕਿਸੇ ਭਾਗ ਦੇ ਮੁੜ ਦਾਖਲ ਹੋਣ ਦੇ ਹੱਕ ਨੂੰ ਛੱਡਣ ਦੇ ਬਾਵਜੂਦ ਵੀ ਮਿਲਖ ਅਫਸਰ ਲਈ ਇਹ ਕਾਨੂੰਨੀ ਹੱਕ ਹੋਵੇਗਾ ਕਿ ਉਹ ਉਸ ਨੂੰ ਆਪਣੀ ਪਹਿਲੀ ਮਿਲਖ ਦੇ ਤੌਰ ਤੇ ਆਪਣੇ ਪਾਸ ਲੈ ਸਕੇ, ਰੱਖ ਸਕੇ ਅਤੇ ਵਰਤ ਸਕੇ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਅਜਿਹੇ ਮੁੜ ਕਬਜ਼ੇ ਕਾਰਨ ਮੂਲ ਵਿਕਰੀ ਜਾਂ ਉਸ ਦਾ ਕੋਈ ਭਾਗ ਵਾਪਸ ਲੈਣ ਦਾ ਜਾਂ ਕਿਸੇ ਵੀ ਕਿਸਮ ਦਾ ਕੋਈ ਮੁਆਵਜ਼ਾ ਲੈਣ ਦਾ ਹੱਕ ਨਹੀਂ ਹੋਵੇਗਾ।

The position of the above said conditions is discussed as under:-

- i) Regarding condition No. 1 (x) of the draft Conveyance Deed, it is submitted that condition No. 5 of the allotment letter inter-alia provides that the "Corporation shall have no right to transfer by way of sale, gift or otherwise site or any of its right, title of interest therein". This condition was relaxed by the Finance & Accounts Committee of PUDA in its 42nd meeting held on 26.10.2005 vide item No. 42.07 only to the extent that "transfer of only 3 acres of land out of 15.72 acres to joint venture between Punjab Infotech and M/s. L & T Ltd." However, the joint venture with L & T Ltd. has not been finalised by the Infotech. The Project Approval Board headed by Hon'ble Chief Minister in the meeting held on 25.11.2004 decided to invite applications from the I.T. Companies for allotment of 1-2 acres of land. In view of this decision, the condition No. 5 of the allotment letter is required to be modified that the Infotech shall have the right to transfer by way of sale of this site or any part thereof after obtaining permission from the PUDA. Similarly this condition can be modified & recorded in the conveyance deed.
- iii) Regarding condition No. 4 of the Conveyance Deed, It is submitted that a period of 3 years for completion of building was allowed from the date of allotment i.e. 6.5.2002, which has since been expired and extension fee has become due for the year 2006. But due to non-finalisation of joint venture with M/s. Mohindra & Mohindra to whom originally this land was allotted and any other I.T. Company, the request of the Infotech is justified. This condition can be relaxed by the Authority under Section 43 of the Act read with rule-13 of the Punjab Regional and Town Planning and Development (General) Rules, 1995. Therefore, Authority may consider relaxation/modification of this condition to the extent that the Infotech shall allot the land to the I.T. Companies/Joint Ventures within a period of one year after execution of Conveyance Deed and these I.T. Companies/Joint Ventures shall complete the building within 3 years from the date of issue of allotment letter after getting the building plans approved from PUDA.
- iii) Condition No. 7 and 11 of Conveyance Deed relate to the right to enter and inspect the premises and to resume the plot in the event of default of payment of installments of the price or enhanced price and can not be relaxed/withdrawn. As such it is proposed to retain these conditions in the conveyance deed.

The copy of specimen of draft Conveyance Deed in light of conditions discussed above is annexure-III. Comparative Statement viz-a-viz observations of the Estate Officer, Mohali, Infotech and proposals with regard to these conditions is annexure-IV.

3.0 It is further submitted that condition No. 7 of the allotment letter which inter-alia provides that "no fragmentation of the site shall be permitted", has been deleted as per decision of the Project Approval Board taken in its 86th meeting held on 25.11.2004 by the Estate Officer, PUDA, Mohali vide his letter dated 29.11.05 without getting approval from the Competent Authority of PUDA. This requires ex-post-facto approval of the Authority.

In view of above, the following proposals are placed before the Executive Committee for consideration and approval:-

- i. To consider modification/relaxation of condition No. 1 x & 4 of the conveyance deed and deletion of condition No. 7 of the original allotment letter as discussed in para No. 2 & 3 above of the agenda note.
- ii. To consider approval of draft specimen of Conveyance Deed as appended at annexure-III.

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY SAS NAGAR

To

Managing Director,
Punjab State Electronic Development &
Production Corporation Limited, Udyog Bhawan,
18, Himalaya Marg, Sector-17, Chandigarh

No. PUDA-EO-()2002/ 10028

Dated: 6.5.2002

Sub:-

Allotment of 15.726 Acre land in Sector-67 at SAS Nagar (Mohali) for the development of Information Technology Park.

Ref:-

Letter of Intent No. 10323-26 dated 4-12-2000, 2794 dated 26-9-2001, Endstment No. 2969 dated 8-10-2002, 7290 dated 30-10-2001 and Endstment No. 1736-37 dated 16-4-2002 on the subject cited above.

Punjab Urban Planning and Development Authority (PUDA) hereby allots the following site with others detail to you for the development of Information and Technology Park in collaboration with M/s Mahindra & Mahindra in Sector-67 Urban-Estate at SAS Nagar.

Urban Estate/sector	No. of the site	Dimensions	Area in Acres	Rate per square yard	Total Tentative price
1.	2.	3.	4.	5.	6.
SAS Nagar Sector 67	ONE	611'-6" x 1120'-3"	15.726 Acres	Rs. 1924/- per sq. yd.	Rs. 14,64,43,028/-

This allotment is subject to following terms and conditions:-

- The tentative price of the site under consideration is Rs. 14,64,43,028/- (@ Rs. 1924/- per sq. yds.) Out of this price, the Corporation has paid the portion of this price (@ Rs. 35.00 Laes per Acre which comes to Rs. 5,50,41,000/- (550.41 Laes) as per details given below:-

- Cheque No. 039646 dated 9.1.2001 drawn on Bank of India 101.25 Laes
- Pay Order from IndusInd Bank Ltd. Mohali 30.00 Laes
- Cheque No. 062046 dt. 30.10.2001 drawn on Bank of India 6.05 Laes
- Cheque No. 386008 dt. 22.4.2002 drawn on IndusInd Bank Ltd. Chandigarh 413.11 Laes

Total 550.41 Laes.

- The remaining amount of Rs. 9,14,02,028/- shall be payable by the Govt. of Punjab Department of Industries as subsidy. As per the decision taken in the meeting held on 22.4.2002 under the Chairmanship of the Chief Secretary Punjab, this amount would be

made available by the Finance Department out of plan funds or the Punjab Infrastructure Development Board.

3. That the land shall continue to vest in PUDA until entire price of the land together with the enhanced price, if any, and interest and other amount, if any, due to PUDA on account of the transfer of such land is paid.
4. That Corporation shall execute a deed of conveyance in the prescribed form and in such a manner, as may be directed by the Estate Officer, within three months of the payment of the entire consideration money together with any other due amount for interest.
5. The Corporation shall have no right to transfer by way of sale, gift or otherwise site or any of its rights, title of interest therein
6. That the plot/building shall be used for the Development of Information Technology Park only and shall be built strictly in accordance with the plans approved by PUDA. No abnoxious trade shall be carried out on this site. Change of land use shall not be allowed at any stage.
7. No fragmentation of the site shall be permitted.
8. The site is offered on "as is where is" basis and the Corporation shall not be entitled to claim any rebate or refund on any ground whatsoever. The Corporation shall be required to take possession of the site on as is where is basis within three months w.e.f. the issue of the allotment letter. PUDA will not be responsible for leveling the uneven site. After taking over the possession, Corporation shall submit the building plans within sixty days from the date of possession to PUDA for approval by the competent authority. The Corporation shall be required to start construction within 30 days from the approval of building plans.
9. The Corporation shall complete the building within three years from the date of issue of allotment letter. This time limit may be extended by the Estate Officer, on payment of fee fixed by PUDA from time to time if the Estate Officer is satisfied that failure to complete the building within the said period was due to a cause beyond your control.
- 10.(a) 20% of the total covered area shall be allowed for commercial and support purposes without payment of any additional charges. This shall include commercial area upto 10% of the total covered area and the area for support purposes shall also be permissible upto 10% of the total covered area.
- (b) Area under stair cases, lifts (apart from one floor), machine rooms shafts and covered atrium shall be excluded from calculation of FAR without payment of any additional price.
- (c) Area under basement to the extent of plot area shall be allowed for parking without payment of any additional price.
- (d) Ramp to basement shall be allowed without payment of any additional price.
- (e) Ramp to building upto a height of 45 meter, subject of course, to air safety consideration and FAR as reckoned above shall be permitted.
- (f) FAR of 2.0 shall be permitted.

The PUDA (Building) Rules, 1996 are relaxed for this category to this extent.

11. On completion of the building, Corporation shall apply in the prescribed form to obtain

completion certificate from the competent authority of PUDA.

12. Corporation shall pay all general and local taxes, rates processes imposed or assessed on the said site/ building by the Municipal or any other authority competent to levy such taxes and rates.
13. That PUDA may, by its officers and servants at all reasonable time and in reasonable manner after giving 24 hours notice in writing enter in any part of the site/ building erected thereon for the purpose of ascertaining that the Allottee has duly performed and observed the conditions of allotment and the provisions under the Punjab Regional and Town Planning and Development Act, 1995 and rules and regulations/ policies made thereunder. That if Allottee violates any of the conditions of the said Act/ Rules, Regulations/ Policies framed thereunder, terms and conditions of allotment, the Estate Officer, PUDA may resume the site.
14. That PUDA shall have full rights, powers and authority at any times to do through its officers or servants all acts and things which may be necessary and expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservation imposed and to recover from Allottee as first charge upon the said site, the cost of doing all or any such act and things and all cost, incurred in connection therewith.
15. That any change in address of Allottee shall be notified by registered A.D. post to the office of Estate Officer PUDA.
16. All the disputes and differences or which may arise in any manner touching or concerning this allotment letter/allotment/agreement shall be referred to the Sole Arbitrator of Chief Administrator of Punjab Urban Planning & Development Authority or any person appointed/nominated by him in this behalf. The other parties will not have any objection with the person so appointed who is or was an employee/office of PUDA or that he had to deal with the matter qua which the disputes relate or / and that in the course of his duties such an employee of PUDA expresses his view on or any matter in disputes or differences. The award of such Arbitrator shall be final and binding on the parties to this allotment letter/allotment/agreement. It is a term of this allotment letter/ allotment/ agreement that in the event of so nominated or appointed arbitrator being transferred, or vacating his office or being unable to discharge the function of the arbitrator for any reason whatsoever, Chief Administrator of PUDA at the time of such transfer/ vacation of the office/ inability for any reason whatsoever to function as an arbitrator shall appoint another person to act as Arbitrator. The person so appointed as Arbitrator shall be entitled to proceed with arbitration proceedings from such Stage where it was left by his predecessor. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act 1996, as amended from time to time.

Sd/-
ESTATE OFFICER

PUDA, SAS NAGAR.

5

(6)
Annexure-II

Government of Punjab
Department of Housing and Urban Development
ORDER

Whereas, Punjab Urban Planning and Development Authority (PUDA) allotted land measuring 15.726 acres in Sector-67 at SAS Nagar to the Punjab State Electronic Development Corporation (now Punjab Infotech) vide allotment letter bearing no. 10028 dated 6.5.2002 at a total cost of Rs. 14,64,43,028/- (Rs. Fourteen crores, sixty four lacs, forty three thousand and twenty eight only) @ Rs. 1921/- per sq.yds. for setting up of IT, ITES and BPO projects. Against this cost, Punjab State Electronic Corporation now Punjab Infotech deposited the amount of Rs. 550.41 lacs @ Rs. 35 lacs per acre.

2.0 Whereas, the balance amount of Rs. 9,14,02,028/- was to be deposited by the Department of Industries as subsidy to be made available by the Finance Department out of plan funds or by the Punjab Infrastructure Development Board (PIDB).

3.0 Whereas, the subsidy amount of Rs. 9,14,02,028/- has not yet been paid to Punjab Urban Planning and Development Authority (PUDA) by the Government Department of Industries.

4.0 Whereas, section 43(6) of the Punjab Regional and Town Planning and Development Act, 1995 prohibits the transfer of title until the entire consideration money is paid to Punjab Urban Planning and Development Authority.

5.0 Whereas, the Managing Director, Punjab Infotech apprised that a large number of inventors are contemplating software development and BPO projects in Punjab and urgently demanding the allotment and transfer of land and requested for transfer of title of the said land.

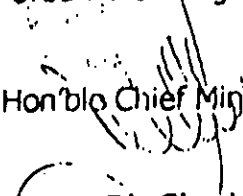
6.0 Whereas, sub-section 2 of section 178 of the Punjab Regional and Town Planning and Development Act, 1995 empowers the State Government to exempt the operation of all or any of the provisions of the Act, in case of any undue hardship to class of persons or areas.

7.0 Whereas, on the basis of the material placed before the Government of Punjab, the Government is of the opinion that operation of above said provision of sub section (6) of section 43 causes undue hardship for setting up software Development and BPO project on the land measuring 15.726 acres in Sector-67 at SAS Nagar.

8.0 Now therefore, in exercise of powers conferred upon the State Government under sub section-2 of section-178 of the Punjab Regional and Town Planning and Development Act, 1995 and keeping in view the large public interest, the State Government, here by exempt the operation of the provision of section 43(6) of the Act for the transfer of title of land in question to Punjab Infotech on the condition that the amount of subsidy amounting to Rs. 9,14,02,028/- shall be debited to the OUVGL account pending the release of money by the Government to the Punjab Urban Planning and Development Authority (PUDA).

This issues with the approval of Hon'ble Chief Minister, Punjab.

Dated, Chandigarh
the 18th August, 2005


Karan Bir Singh Sidhu
Secretary to Govt. of Punjab,
Department of Housing & Urban Development

38

(9)

Endst.No. 83/17/12/98-1172/8.1958-6-

Dated: 1. 9. 2005

Action:-

A copy of above is forwarded to the following for information and necessary

1. The Principal Secretary, to Govt. Punjab, Department of Industries & Commerce, Chandigarh.
2. The Managing Director, Punjab Infotech, Chandigarh.
3. The Chief Administrator, PUDA, Mohali.

D/C

Deputy Secretary Housing

H.m.

ਅਸਟਾਮ ਪੇਪਰ ਰੁਪਏ, ਕਿਤੇ
ਅਸਟਾਮ ਨੰਬਰ ਮਿਤੀ /
ਜਾਰੀ ਕਰਤਾ: ਉਪ ਖਜਾਨਾ ਦਫਤਰ, ਪੰਚਤ (ਰੋਪੜ)
ਅਸਟਾਮਾਂ ਦਾ ਵੇਰਵਾ

ਅਲਾਟਮੈਂਟ ਦੁਆਰਾ ਵੇਚੀ ਸੰਸਥਾਵਾਂ ਲਈ ਥਾਂ ਦਾ ਇਤਕਾਲ ਪੱਤਰ

ਇਹ ਇਤਕਾਲ ਪਾਤਰ ਮਿਤੀ----- ਨੂੰ ਪੰਜਾਬ ਸਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਟੀ (ਪ੍ਰਾਂਤ) ਰਾਹੀਂ ਮਿਲਖ ਅਫਸਰ, ਪੁੱਡਾ, ਮੋਹਾਲੀ (ਜਿਨ੍ਹਾਂ ਨੂੰ ਇਸ ਵਿੱਚ ਇਸ ਤੋਂ ਪਿਛੋਂ ਵਿਕਰੇਤਾ ਕਿਹਾ ਗਿਆ ਹੈ) ਪਹਿਲੀ ਧਿਰ ਤੋਂ ਤੋਰ ਤੇ ਅਤੇ ਪੰਜਾਬ ਸਟੇਟ ਇਲੈਕਟ੍ਰੋਨਿਕ ਡਿਵੈਲਪਮੈਂਟ ਕਾਰਪੋਰੇਸ਼ਨ, ਹੁਣ ਪੰਜਾਬ ਇੰਫਰਾਸਟਰਕਚਰ ਅੰਡ ਕਮਿਊਨਿਕੇਸ਼ਨ ਟੈਕਨਾਲੋਜੀ ਕਾਰਪੋਰੇਸ਼ਨ ਲਿਮਟਿਡ (ਪੰਜਾਬ ਇੰਫੋਟੈਕ) ਰਾਹੀਂ ਕਾਰਜਕਾਰੀ ਡਾਇਰੈਕਟਰ (ਆਈ ਐੱਚ ਐਮ) ਜਿਸ ਨੂੰ ਇਸ ਤੋਂ ਪਿਛੋਂ ਇਤਕਾਲ ਪਾਤਰ ਕਿਹਾ ਗਿਆ ਹੈ) ਦੂਜੀ ਧਿਰ ਦੇ ਵਿਚਕਾਰ ਲਿਖਿਆ ਗਿਆ।

ਅਤੇ ਕਿਉਂਜੋ ਇਸ ਵਿਚ ਇਸ ਤੋਂ ਪਿਛੋਂ ਦੱਸੀ ਅਤੇ ਇਸ ਦੁਆਰਾ ਮੁੱਢਲੀ ਕੀਤੀ ਜਾਣ ਵਾਲੀ ਥਾਂ ਤੇ ਵਿਕਰੇਤਾ ਦੀ ਪੂਰਨ ਮਾਲਕੀ ਹਕਾਂ ਦੇ ਰੂਪ ਵਿੱਚ ਮਾਲਕੀ ਹੈ।

ਅਤੇ ਕਿਉਂਜੋ ਵਿਕਰੇਤਾ ਨੇ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਉਸ ਦੇ ਪੰਜਾਬ ਰਿਜਨਲ ਅਤੇ ਟਾਊਨ ਪਲੇਨਿੰਗ ਅੰਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ, 1995 ਅਤੇ ਇਹਨਾਂ ਅਧੀਨ ਬਣੇ ਨਿਯਮਾਂ ਅਧੀਨ ਮਿਤੀ 14.11.2000 ਨੂੰ ਦਿੱਤੇ ਬਿਨਾਂ ਪੰਜਾਬ ਅਥਾਰਟੀ ਉਕਤ ਥਾਂ ਵਾਕਿਆ ਮੋਹਾਲੀ ਸਹਿਰੀ ਮਿਲਖ, ਰਕਬਾ 15.726 ਏਕੜ (611'-6"x1120'-3") ਸੈਕਟਰ 67, ਜੋ ਕਿ ਇਸ ਸੈਕਟਰ ਦੇ ਪ੍ਰਵਾਨਤ ਲੈ-ਆਉਟ ਪਲੇਨ ਜੋਬ ਨੰ. ਐਮ. 67 ਡਰਾਇੰਗ ਨੰ. 5 ਮਿਤੀ 18.2.2002 ਵਿੱਚ ਦਰਸਾਇਆ ਗਿਆ ਹੈ, ਨੂੰ IT/ITES and BPO Projects ਮੰਤਵ ਲਈ ਵਰਤਣ ਵਾਸਤੇ ਵਰਤਣ ਦੀ ਮਨਜ਼ੂਰੀ ਦੇ ਦਿੱਤੀ ਹੈ ਅਤੇ ਕਿਉਂਜੋ ਵਿਕਰੇਤਾ ਨੇ ਉਕਤ ਥਾਂ ਦੀ ਅਣ-ਅੰਤਿਮ ਕੀਮਤ/ਅੰਤਿਮ ਕੀਮਤ ਰੁਪਏ 14,64,43,028/- (ਰੁਪਏ ਚੌਦਹ ਕਰੋੜ ਚੌਹਠ ਲੱਖ ਤਰਤਾਲੀ ਹਜ਼ਾਰ ਅਠਾਈ) (ਰੁਪਏ 5,50,41,000 ਇਤਕਾਲ ਪਾਤਰ ਵਲੋਂ ਅਤੇ 9,14,02,028/- ਰੁਪਏ ਸਰਕਾਰ ਵਲੋਂ ਬਤੋਰ ਸਬਸੀਡੀ) (1924/- ਰੁਪਏ ਪ੍ਰਤੀ ਵਰਗ ਗਜ਼ ਦੇ ਰੇਟ ਨਾਲ) ਨਿਯਤ ਕੀਤੀ ਹੈ।

ਅਤੇ ਕਿਉਂਜੋ ਵਿਕਰੇਤਾ ਅਣ-ਅੰਤਿਮ ਕੀਮਤ ਵਿਚ ਉਮੁਕਤ ਨਿਯਮਾਂਵਲੀ ਅਨੁਸਾਰ ਨਿਯਤ ਕੀਤੀ ਅਧਿਕ ਕੀਮਤ ਜਿਨ੍ਹਾਂ ਹੋਰ ਵਾਧਾ ਕਰਨ ਦਾ ਹੱਕ ਰਾਖਵਾਂ ਰੱਖਦਾ ਹੈ।

ਅਤੇ ਕਿਉਂਜੋ ਇਤਕਾਲ ਪਾਤਰ ਨੇ ਇਸ ਵਿਚ ਇਸ ਤੋਂ ਪਿਛੋਂ ਦੱਸੇ ਤਰੀਕੇ ਨਾਲ ਅਣ-ਅੰਤਿਮ ਕੀਮਤ ਅਤੇ ਅਧਿਕ ਕੀਮਤ/ਅੰਤਿਮ ਕੀਮਤ ਅਦਾ ਕਰਨ ਦਾ ਇਕਰਾਰ ਕੀਤਾ ਹੈ।

ਇਸ ਲਈ ਹੁਣ ਇਹ ਲਿਖਤ ਇਹ ਸਾਖੀ ਭਰਦੀ ਹੈ ਕਿ ਉਕਤ ਵਿਕਰੀ ਨੂੰ ਅਮਲ ਵਿਚ ਲਿਆਉਣ ਦੇ ਮੰਤਵ ਲਈ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਦੀਆਂ ਇਸ ਤੋਂ ਪਿਛੋਂ ਸਾਮਲ ਪ੍ਰਤੀਗਿਆਵਾਂ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਦੁਆਰਾ ਰੁਪਏ 14,64,43,028/- (ਰੁਪਏ ਚੌਦਹ ਕਰੋੜ ਚੌਹਠ ਲੱਖ ਤਰਤਾਲੀ ਹਜ਼ਾਰ ਅਠਾਈ) ਦੀ ਉਕਤ ਰਕਮ (ਜਿਸ ਦੀ ਪ੍ਰਾਪਤੀ ਥਾਂ ਵਿਕਰੇਤਾ ਇਸ ਦੁਆਰਾ ਮੰਨਦਾ ਹੈ) ਅਦਾ ਕਰ ਚੁੱਕਣ ਅਤੇ ਅਧਿਕ ਕੀਮਤ ਜੋ ਕੋਈ ਹੋਵੇ ਜਿਹੜੀ ਮਿਲਖ ਅਥਾਰਟੀ ਦੁਆਰਾ ਮੰਗਣ ਦੀ ਮਿਤੀ ਤੋਂ 30 ਦਿਨਾਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਅਦਾ ਕਰਨੀ ਨਿਸਚਿਤ ਕੀਤੀ ਜਾਵੇ ਅਦਾ ਕਰਨ ਦੀ ਜ਼ਿੰਮੇਵਾਰੀ ਲੈਣ ਦੇ ਬਦਲੇ ਵਿੱਚ ਵਿਕਰੇਤਾ ਇਸ ਦੁਆਰਾ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਥਾਂ ਸੈਕਟਰ 67 ਸਹਿਰੀ ਮਿਲਖ ਮੋਹਾਲੀ ਵਿਖੇ ਸਥਿਤ ਸਭ ਕੁਝ ਜਿਸ ਦਾ ਰਕਬਾ ਉਪਰੋਕਤ ਦਰਸਾਏ ਅਨੁਸਾਰ 15.726 ਏਕੜ ਹੈ, ਦਿੰਦਾ ਅਤੇ ਮੁੱਢਲੀ ਕਰਦਾ ਹੈ।

ਇਸੇ ਥਾਂ ਨੂੰ ਇਤਕਾਲ ਪਾਤਰ ਪਾਸ ਅਤੇ ਉਸ ਦੀ ਵਰਤੋਂ ਲਈ ਇਸ ਵਿਚ ਇਸ ਤੋਂ ਪਿਛੋਂ ਦਿੱਤੀਆਂ ਛੋਟਾਂ ਰਾਖਵਾਂ ਰੱਖੇ ਹੋਏ ਸਰਤਾਂ ਅਤੇ ਪ੍ਰਤੀਗਿਆਵਾਂ ਦੇ ਅਤੇ ਉਨ੍ਹਾਂ ਵਿਚੋਂ ਹਰੇਕ ਦੇ ਅਧੀਨ ਹੋਇਆ ਰੱਖਣ ਵਾਸਤੇ ਅਨੁਸਾਰ।

(ੳ) ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਥਾਂ ਤੇ ਕਬਜ਼ੇ ਦਾ ਅਤੇ ਉਸ ਨੂੰ ਵਰਤਣ ਦਾ ਹੱਕ ਉਦੋਂ ਤੱਕ ਹੋਵੇਗਾ ਜਦੋਂ ਤੱਕ ਉਹ (ੳ) ਨਿਯਤ ਕੀਤੀਆਂ ਮਿਤੀਆਂ ਨੂੰ ਜਾ ਵਧਾਏ ਹੋਏ ਅਜਿਹੇ ਸਮੇਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਜਿਨ੍ਹਾਂ ਕਿ ਮਿਲਖ ਅਥਾਰਟੀ ਲਿਖਤੀ ਰੂਪ ਵਿਚ ਵਧਾਏ ਕਿਸਤਾਂ ਅਦਾ ਕਰਦਾ ਰਹੇਗਾ ਅਤੇ (ਅ) (ੳ) ਅਧਿਕ ਕੀਮਤ ਜੋ ਕੋਈ ਹੋਵੇ ਜਿਹੜੀ

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ਵਿਕਰੇਤਾ ਦੁਆਰਾ ਨਿਸਚਿਤ ਕੀਤੀ ਜਾਵੇ ਉਕਤ ਵਾਂਗ ਨਿਯਤ ਕੀਤੇ ਸਮੇਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਅਦਾ ਕਰੇਗਾ ਅਤੇ ਉਸ (ਸ) ਵੇਚ ਦੀਆਂ ਥਾਨਾਂ ਅਤੇ ਸਰਤਾਂ ਦੀ ਪਾਲਣਾ ਕਰੇਗਾ।

(ਅ) ਇਤਕਾਲ ਪਾਤਰ ਇਸ ਥਾਂ ਨੂੰ ਜਾਂ ਇਸ ਦੇ ਕਿਸੇ ਹਿੱਸੇ ਨੂੰ ਵੇਚਣ ਦਾ ਹੱਕ ਰੱਖਦਾ ਹੈ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਇਸ ਨੂੰ ਵੇਚਣ ਸਬੰਧੀ ਵਿਕਰੇਤਾ ਤੋਂ ਮੰਜੂਰੀ ਲਵੇਗਾ।

2) ਵਿਕਰੇਤਾ ਉਕਤ ਥਾਂ ਵਿਚ ਜਾਂ ਉੱਤੇ ਹਰੇਕ ਕਿਸਮ ਦੀਆਂ ਸਾਰੀਆਂ ਖਾਣਾਂ ਤੇ ਖਣਿਜ ਵਸਤਾਂ ਅਜਿਹੇ ਸਾਰੇ ਹੱਕਾਂ ਅਤੇ ਅਖਤਿਆਰਾਂ ਸਹਿਤ ਜਿਹੜੇ ਉਨ੍ਹਾਂ ਨੂੰ ਅਜਿਹੇ ਹਰ ਸਮੇਂ ਅਤੇ ਅਜਿਹੇ ਤਰੀਕੇ ਨਾਲ ਜਿਵੇਂ ਕਿ ਵਿਕਰੇਤਾ ਠੀਕ ਸਮਝੇਗਾ ਕੱਢਣ, ਪ੍ਰਾਪਤ ਲਿਜਾਣ ਅਤੇ ਵਰਤਣ ਦੇ ਮੰਤਵ ਲਈ ਜ਼ਰੂਰੀ ਅਤੇ ਉਚਿਤ ਹੋਣ ਅਤੇ ਕੋਈ ਤੱਲ-ਪੱਧਰ ਤੇ ਜਾਂ ਜਮੀਨ ਦੇ ਕੰਮ ਕਰਨ ਅਤੇ ਉਕਤ ਥਾਂ ਦੀ ਸਾਰੀ ਜਾਂ ਅੰਸਿਕ ਥਾਂ ਦੀ ਤਲ ਢਾਹੁਣ ਅਤੇ ਟੋਏ ਖੋਦਣ, ਇਮਾਰਤ ਉਸਾਰਨ ਲਾਈਨਾਂ ਬਣਾਉਣ ਅਤੇ ਆਮ ਤੌਰ ਤੇ ਅਤੇ ਅਜਿਹੇ ਸਾਰੇ ਕੰਮ ਜਿਹੜੇ ਇਸ ਵਿਚ, ਇਸ ਤੋਂ ਪਿਛੋਂ ਸਾਮਲ ਕੀਤੀਆਂ ਆਪਣੇ ਹੱਕ ਵਿਚ ਰੱਖੀਆਂ ਛੋਟਾਂ ਅਤੇ ਰਾਖਵੇਂ ਰੱਖੇ ਹੱਕਾਂ ਨੂੰ ਪੂਰੀ ਤਰ੍ਹਾਂ ਮਾਨਣ ਲਈ ਅਸਾਨ ਜਾਂ ਜ਼ਰੂਰੀ ਹੋਵੇ ਕਾਰਨ ਦੇ ਮੰਤਵ ਲਈ ਉਕਤ, ਥਾਂ ਨੂੰ ਕਬਜ਼ੇ ਵਿਚ ਲੈਣ ਅਤੇ ਵਰਤਣ ਦੇ ਅਖਤਿਆਰ ਸਹਿਤ ਆਪਣੇ ਪਾਸ ਰਾਖਵੀਆਂ ਰੱਖਦਾ ਹੈ।

ਪਰੰਤੂ ਸਰਤ ਇਹ ਹੈ ਕਿ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਵਿਕਰੇਤਾ ਪਾਸੋਂ ਉਸ ਦੁਆਰਾ ਤੱਲ ਦੇ ਕਬਜ਼ਾ, ਕਰਨ ਸਬੰਧੀ ਅਤੇ ਅਜਿਹੇ ਕੰਮਾਂ ਜਾਂ ਕਾਰਵਾਈਆਂ ਜਾਂ ਢਾਹੁਣ ਕਰਕੇ ਤੱਲ ਨੂੰ ਜਾਂ ਉਕਤ ਤੇ ਉਸਾਰੀਆਂ ਇਮਾਰਤਾਂ ਨੂੰ ਹੋਏ ਨੁਕਸਾਨ ਸਬੰਧੀ ਅਜਿਹੀ ਅਦਾਇਗੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਹੱਕ ਹੋਵੇਗਾ ਜਿਹੜੀ ਵਿਕਰੇਤਾ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਵਿਚਕਾਰ ਹੋਵੇ ਜਾਂ ਇਸ ਤਰ੍ਹਾਂ ਨਾ ਹੋਣ ਦੀ ਸੂਰਤ ਵਿਚ ਅਜਿਹਾ ਮਾਮਲਾ ਸਾਲਸੀ ਸਪੁਰਦ ਕਰਨ ਤੋਂ ਨਿਸਚਿਤ ਕੀਤੀ ਜਾਵੇਗੀ।

3) ਇਤਕਾਲ ਪਾਤਰ ਸਮਰੱਥਾ ਅਧਿਕਾਰੀ ਦੁਆਰਾ ਉਕਤ ਥਾਂ ਤੇ ਉਸ ਸਮੇਂ ਲਾਏ ਜਾਂ ਨਿਰਧਾਰਿਤ ਕੀਤੇ ਸਾਰੇ ਆਮ ਅਤੇ ਸਥਾਨਕ ਕਰੇ ਮਸ਼ੂਲ ਓਪਕਰ ਅਦਾ ਕਰੇਗਾ।

4) ਇਤਕਾਲ ਪਾਤਰ ਕੰਨਵੈਂਸ ਡੀਡ ਐਗਜ਼ਿਕਿਊਟ ਹੋਣ ਉਪਰੰਤ ਸਬੰਧਤ ਕੰਪਨੀਆਂ / ਜਾਇੰਟ ਵੇਂਚਰਾਂ ਨੂੰ ਇਕ ਸਾਲ ਵਿਚ ਭੋਂ ਅਲਾਟ ਕਰੇਗਾ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਵੱਲੋਂ ਜਾਰੀ ਕੀਤੇ ਅਲਾਟਮੈਂਟ ਪਤਰ ਦੀ ਮਿਤੀ ਤੋਂ ਤਿੰਨ ਸਾਲਾਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਉਕਤ ਥਾਂ ਤੇ ਬਿਲਡਿੰਗ ਦੀ ਉਸਾਰੀ ਮੁਕੰਮਲ ਕਰੇਗਾ ਜਿਸ ਦੇ ਨਕਸ਼ੇ ਵਿਕਰੇਤਾ ਜਾਂ ਮੁੱਖ ਪ੍ਰਸਾਸਕ, ਪੁੱਡਾ, ਮੋਹਾਲੀ ਦੁਆਰਾ ਇਸ ਸਬੰਧ ਵਿਚ ਸਮੇਂ ਸਮੇਂ ਬਣਾਏ ਨਿਯਮਾਂ ਅਤੇ ਦਿੱਤੀਆਂ ਹਦਾਇਤਾਂ ਅਤੇ ਮੁੱਖ ਪ੍ਰਸਾਸਕ ਦੁਆਰਾ ਜਾਂ ਉਸ ਦੁਆਰਾ ਇਸ ਸਬੰਧ ਵਿਚ ਯਥਾਯੋਗ ਰੂਪ ਵਿਚ ਅਧਿਕਾਰਿਤ ਕੀਤੇ ਕਿਸੇ ਅਫਸਰ ਦੁਆਰਾ ਪ੍ਰਵਾਨ ਕੀਤਾ ਗਿਆ ਹੋਵੇ ਦੇ ਅਨੁਸਾਰ ਹੋਣਗੇ।

ਪਰੰਤੂ ਸਰਤ ਇਹ ਹੈ ਕਿ ਜੇ ਮਿਥੀ ਮਿਤੀ ਤੱਕ ਇਮਾਰਤ ਮੁਕੰਮਲ ਨਾ ਕਰਨ ਇਤਕਾਲ ਪਾਤਰ ਦੇ ਵਸ ਤ ਬਾਹਰ ਦੇ ਕਾਰਣ ਕਰਕੇ ਹੋਵੇਗਾ ਤਾਂ ਇਸ ਖੰਡ ਅਧੀਨ ਸਮਾਂ ਮਿਲਖ ਅਫਸਰ, ਪੁੱਡਾ, ਮੋਹਾਲੀ ਦੁਆਰਾ ਉਸ ਸਮੇਂ ਦੇ ਲਾਗੂ ਨਿਯਮਾਂ ਅਨੁਸਾਰ ਉਸਾਰੀ ਫੀਸ ਵਸੂਲ ਕਰਕੇ ਵਧਾਇਆ ਜਾ ਸਕਦਾ ਹੈ।

5) ਇਤਕਾਲ ਪਾਤਰ ਸਥਾਈ ਇਮਾਰਤ ਦੀ ਉਸਾਰੀ ਸ਼ੁਰੂ ਕਰਨ ਜਾਂ ਮੁਕੰਮਲ ਕਰਨ ਤੋਂ ਪਹਿਲਾਂ ਉਸ ਮੰਤਵ ਲਈ ਜਿਸ ਲਈ ਕਿ ਉਕਤ ਥਾਂ ਵੇਚੀ ਗਈ ਹੋਵੇ ਤੁੰਬੂ ਲਾ ਸਕਦਾ ਹੈ ਜਾਂ ਆਰਜ਼ੀ ਢਾਂਚੇ ਜਾਂ ਕੱਚਾ ਮਕਾਨ ਉਸਾਰ ਸਕਦਾ ਹੈ।

6) ਇਤਕਾਲ ਪਾਤਰ ਦੀ ਪੰਜਾਬ ਰਿਜਨਲ ਅਤੇ ਟਾਉਨ ਪਲੈਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ 1995, ਅਧੀਨ ਬਣਾਏ ਗਏ ਨਿਯਮਾਂ ਅਨੁਸਾਰ ਕੋਈ ਇਮਾਰਤ ਬਣਾਉਣ ਜਾਂ ਬਾਗ ਲਾਉਣ ਦੇ ਮੰਤਵ ਨੂੰ ਛੱਡਕੇ ਅਣ-ਅੰਤਿਮ ਕੀਮਤ ਅਦਾ ਕੀਤੇ, ਜਾਣ ਤੱਕ ਉਕਤ ਥਾਂ ਤੇ ਕੋਈ ਟੋਆ ਨਹੀਂ ਖੋਦੇਗਾ ਜਾਂ ਖੁਦਵਾਏਗਾ।

7) ਵਿਕਰੇਤਾ ਆਪਣੇ ਅਫਸਰਾਂ ਅਤੇ ਕਰਮਚਾਰੀਆਂ ਦੁਆਰਾ 24 ਘੰਟੇ ਦਾ ਲਿਖਤੀ ਨੋਟਿਸ ਦੇਕੇ ਹਰ ਯੋਗ ਸਮੇਂ ਤੇ ਯੋਗ ਤਰੀਕੇ ਨਾਲ ਉਕਤ ਥਾਂ ਦੇ ਕਿਸੇ ਵੀ ਭਾਗ ਜਾਂ ਉਸਤੇ ਉਸਾਰੀ ਕਿਸੇ ਇਮਾਰਤ ਵਿਚ ਇਹ ਪਤਾ ਕਰਨ ਦੇ ਮੰਤਵ ਲਈ ਦਾਖਲ ਹੋ ਸਕਦਾ ਹੈ ਕਿ ਇਤਕਾਲ ਪਾਤਰ ਨੇ ਉਸ ਦੁਆਰਾ ਇਸ ਲਿਖਤ ਅਧੀਨ ਕੀਤੀਆਂ ਅਤੇ ਨਿਭਾਇਆ ਜਾਣ ਵਾਲੀ ਪ੍ਰਤੀਗਿਆਵਾਂ ਅਤੇ ਸਰਤਾਂ ਯਥਾਯੋਗ ਰੂਪ ਵਿਚ ਕੀਤੀਆਂ ਅਤੇ ਨਿਭਾਇਆ ਹਨ।

8) ਵਿਕਰੇਤਾ ਨੂੰ ਅਫਸਰਾਂ ਜਾਂ ਕਰਮਚਾਰੀਆਂ ਰਾਹੀਂ ਹਰ ਸਮੇਂ ਅਜਿਹੇ ਕੰਮ ਕਾਜ ਕਰਨ ਪੂਰਣ ਹੱਕ ਅਖਤਿਆਰ ਅਤੇ ਅਧਿਕਾਰ ਹੋਵੇਗਾ ਜਿਹੜਾ ਇਸ ਵਿਚ ਸ਼ਾਮਲ ਸਾਰੀਆਂ ਜਾਂ ਇਨ੍ਹਾਂ ਵਿਚੋਂ ਕਿਸੇ ਬਾਨ ਸਰਤ ਅਤੇ ਹੋਰ ਰਾਚਵੇ ਹੱਕਾਂ ਦੀ ਪਾਲਣਾ ਕਰਵਾਉਣ ਪਾਤਰ ਸਮੇਂ ਕੋਈ ਅਜਿਹਾ ਕੰਮ ਕਾਜ ਕਰਨ ਦੀ ਲਾਗਤ ਅਤੇ ਉਸ ਨਾਲ ਸਬੰਧਤ ਜਾਂ ਕਿਸੇ ਵੀ ਤਰੀਕ ਨਾਲ ਉਸ ਸਬੰਧੀ ਹੋਏ ਖਰਚੇ ਉਕਤ ਥਾਂ ਤੇ ਪਹਿਲੇ ਭਾਗ ਦੇ ਤੌਰ ਤੇ ਵਸੂਲ ਕਰਨ ਦੇ ਮੰਤਵ ਲਈ ਜ਼ਰੂਰੀ ਜਾਂ ਉਚਿਤ ਹੋਣ।

9) ਇਤਕਾਲ ਪਾਤਰ ਦੀ ਪੰਜਾਬ ਰਿਜਨਲ ਅਤੇ ਟਾਉਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ 1995, ਅਧੀਨ ਬਣਾਏ ਨਿਯਮਾਂ ਦੇ ਅਨੁਸਾਰ ਤੋਂ ਬਿਨਾਂ ਉਕਤ ਥਾਂ ਨੂੰ IT/ITES and BPO Projects ਤੋਂ ਬਿਨਾਂ ਕਿਸੇ ਹੋਰ ਮੰਤਵ ਲਈ ਨਹੀਂ ਵਰਤੋਗਾ ਅਤੇ ਨਾ ਹੀ ਉਹ ਉਸ ਤੇ ਬਣਾਈ ਇਮਾਰਤ ਨੂੰ ਕਿਸੇ ਅਜਿਹੇ ਮੰਤਵ ਲਈ ਵਰਤੋਗਾ ਜਿਹੜਾ ਉਸ ਮੰਤਵ ਤੋਂ ਬਾਹਰ ਹੋਵੇ ਜਿਸ ਲਈ ਕਿ ਇਹ ਇਮਾਰਤ ਬਣਾਈ ਗਈ ਹੋਵੇ।

10) ਇਤਕਾਲ ਪਾਤਰ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਮਿਤੀ 6-5-2002 ਜੋ ਕਿ ਬਾਅਦ ਵਿੱਚ ਮਿਲਖ ਅਫਸਰ, ਪੁੱਡਾ, ਮੋਹਾਲੀ ਵਲੋਂ ਆਪਣੇ ਪੱਤਰ ਨੰ. ਪੁੱਡਾ-ਈਓ-ਏ-2-2005/26197 ਮਿਤੀ 29.11.05 ਰਾਹੀਂ ਸੋਧਿਆ ਹੈ ਅਤੇ ਪੰਜਾਬ ਰਿਜਨਲ ਅਤੇ ਟਾਉਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ 1995, ਅਧੀਨ, ਬਣਾਏ ਜਾਂ ਜਾਰੀ ਕੀਤੇ ਨਿਯਮ, ਸੋਧਾਂ ਅਤੇ ਹੁਕਮ ਸਵੀਕਾਰ ਕਰੇਗਾ ਅਤੇ ਪਾਲਣਾ ਕਰੇਗਾ।

11) ਇਤਕਾਲ ਪਾਤਰ ਦੁਆਰਾ ਨਿਯਤ ਮਿਤੀ ਨੂੰ ਕੋਈ ਕਿਸਤ ਜਾਂ ਨਿਯਤ ਕੀਤੇ ਸਮੇਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਅਧਿਕ ਕੀਮਤ ਅਦਾ ਨਾ ਕਰਨ ਦੀ ਸੂਰਤ ਵਿਚ ਕਿਸੇ ਪਿਛਲੇ ਦਾਅਵੇ ਨੂੰ ਅਤੇ ਉਸ ਦੇ ਜੋ ਉਸ ਦੇ ਕਿਸੇ ਭਾਗ ਦੇ ਮੁੜ ਦਾਖਲ ਹੋਣ ਦੇ ਹੱਕ ਨੂੰ ਛੱਡਣ ਦੇ ਬਾਵਜੂਦ ਵੀ ਮਿਲਖ ਅਫਸਰ ਲਈ ਇਹ ਕਾਨੂੰਨੀ ਹੱਕ ਹੋਵੇਗਾ ਕਿ ਉਹ ਉਸ ਨੂੰ ਆਪਣੀ ਪਹਿਲੀ ਮਿਲਖ ਦੇ ਤੌਰ ਤੇ ਆਪਣੇ ਪਾਸ ਲੈ ਸਕੇ, ਰੱਖ ਸਕੇ ਅਤੇ ਵਰਤ ਸਕੇ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਅਜਿਹੇ ਮੁੜ ਕਬਜ਼ੇ ਕਾਰਨ ਮੂਲ ਵਿਕਰੀ ਜਾਂ ਉਸ ਦਾ ਕੋਈ ਭਾਗ ਵਾਪਸ ਲੈਣ ਦਾ ਜਾਂ ਕਿਸੇ ਵੀ ਕਿਸਮ ਦਾ ਕੋਈ ਮੁਆਵਜ਼ਾ ਲੈਣ ਦਾ ਹੱਕ ਨਹੀਂ ਹੋਵੇਗਾ।

12) ਵਿਕਰੇਤਾ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਵਿਚਕਾਰ ਇਸ ਲਿਖਤ ਦੇ ਇਸ ਦੇ ਹਰੇਕ ਉਪਬੰਧ ਅਤੇ ਅਸਲ ਭਾਵ ਅਤੇ ਅਰਥ ਸਬੰਧੀ ਅਤੇ ਇਸ ਦੁਆਰਾ ਰਾਖਵੇ ਰੱਖੇ ਹੱਕਾਂ ਜਾਂ ਉਨ੍ਹਾਂ ਵਿਚੋਂ ਕਿਸੇ ਹੱਕ ਸਬੰਧੀ ਜਾਂ ਉਸ ਨਾਲ ਕਿਸੇ ਵੀ ਤਰੀਕ ਨਾਲ ਇਕ ਰੂਪ ਜਾਂ ਸਬੰਧਤ ਹੋਣ ਬਾਰੇ ਕਿਸੇ ਸਮੇਂ ਕੋਈ ਝਗੜਾ ਜਾਂ ਮਤਭੇਦ ਪੈਦਾ ਹੋ ਜਾਣ ਦੀ ਸੂਰਤ ਵਿਚ ਉਕਤ ਝਗੜਾ ਜਾਂ ਮਤਭੇਦ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਪਾਸ ਸਾਲਸੀ ਲਈ ਭੇਜਿਆ ਜਾਵੇਗਾ ਜਿਸ ਦਾ ਕੀਤਾ ਫੈਸਲਾ ਅੰਤਮ ਹੋਵੇਗਾ ਅਤੇ ਇਸ ਦੀਆਂ ਧਿਰਾਂ ਤੇ ਬੰਧਨਕਾਰੀ ਹੋਵੇਗਾ।

ਜੇ ਅਤੇ ਜਦੋਂ ਤੱਕ ਇਤਕਾਲ ਪਾਤਰ ਇਸ ਵਿਚ ਲਾਈਆਂ ਅਤੇ ਉਪਬੰਧ ਕੀਤੀਆਂ ਹਰੇਕ ਅਤੇ ਸਾਰੀਆਂ ਬਾਨਾਂ ਅਤੇ ਸਰਤਾਂ ਨੂੰ ਪੂਰੀ ਤਰ੍ਹਾਂ ਨਿਭਾਏਗਾ ਅਤੇ ਪਾਲਣਾ ਕਰੇਗਾ ਅਤੇ ਇਸ ਤਰ੍ਹਾਂ ਨਿਭਾਉਂਦਾ ਅਤੇ ਪਾਲਣਾ ਕਰਦਾ ਰਹੇਗਾ ਉਦੋਂ ਤੱਕ ਵਿਕਰੇਤਾ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਇਸ ਵਿਚ ਅਤੇ ਇਸ ਦੁਆਰਾ ਮੰਤਕਿਲ ਕੀਤੇ ਵਿਸ਼ਵਾਸ ਅਤੇ ਦਿਵਾਏ ਹੱਕਾਂ ਅਤੇ ਵਿਸ਼ੇਸ਼ ਅਧਿਕਾਰਾਂ ਨੂੰ ਪੂਰਣ ਅਤੇ ਸਾਂਤ ਰੂਪ ਵਿਚ ਮਾਨਣ ਦੇਵੇਗਾ।

ਅਤੇ ਇਸ ਦੁਆਰਾ ਇਕਰਾਰ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਅਤੇ ਘੋਸ਼ਿਤ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਪ੍ਰਸੰਗ ਵੱਖਰਾ ਅਤੇ ਅਰਥ ਨਾ ਦਾ ਜਾਪਦਾ ਹੋਵੇ ਤਾਂ (ੳ) ਪਦ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਦਾ ਅਰਥ ਦੀ ਪੰਜਾਬ ਰਿਜਨਲ ਅਤੇ ਟਾਉਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ 1995, ਧਾਰਾ 18 ਅਧੀਨ ਸਰਕਾਰ ਦੁਆਰਾ ਇਸ ਦੇ ਤੌਰ ਤੇ ਨਿਯੁਕਤ ਕੀਤਾ ਅਫਸਰ ਹੋਵੇਗਾ (ਅ) ਪਦ ਮਿਲਖ ਅਫਸਰ ਦਾ ਅਰਥ "ਦੀ ਪੰਜਾਬ ਰਿਜਨਲ ਅਤੇ ਟਾਉਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ" ਐਕਟ 1995, ਧਾਰਾ 2(ਆਰ) ਅਧੀਨ ਸਰਕਾਰ/ਅਥਾਰਟੀ ਦੁਆਰਾ ਸਹਿਰੀ ਮਿਲਖ ਵਿਚ ਅਫਸਰ ਦੇ ਕਾਰਜ ਨਿਭਾਉਣ ਲਈ ਨਿਯੁਕਤ ਕੀਤਾ ਅਫਸਰ ਹੋਵੇਗਾ।

ੲ) ਇਸ ਲਿਖਤ ਵਿਚ ਵਰਤੇ ਗਏ ਸਬਦ ਵਿਕਰੇਤਾ ਵਿਚ ਪੰਜਾਬ ਸਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਟੀ ਤੇ ਇਲਾਵਾ ਅਤੇ ਇਸ ਲਿਖਤ ਵਿਚ ਸ਼ਾਮਲ ਜਾਂ ਇਸ ਲਿਖਤ ਵਿਚੋਂ ਪੈਦਾ ਹੁੰਦੇ ਕਿਸੇ ਮਾਮਲੇ ਜਾਂ ਕਿਸੇ ਗਲਬਾਤ ਸਬੰਧੀ ਮਾਰਵਾਈ ਕਰਨ ਲਈ ਯਥਾਯੋਗ ਰੂਪ ਵਿਚ ਅਧਿਕਾਰਤ ਕੀਤਾ ਹਰੇਕ ਵਿਅਕਤੀ ਸ਼ਾਮਲ ਹੋਵੇਗਾ।

ਸ) ਇਸ ਲਿਖਤ ਵਿਚ ਵਰਤੇ ਗਏ ਸਬਦ ਇਤਕਾਲ ਪਾਤਰ ਵਿਚ ਉਕਤ ਪੰਜਾਬ ਇੰਫਾਰਮੇਸ਼ਨ ਐਂਡ ਕਮਿਊਨਿਕੇਸ਼ਨ ਟੈਕਨਾਲਾਜੀ ਕਾਰਪੋਰੇਸ਼ਨ ਲਿਮਟਿਡ (ਪੰਜਾਬ ਇੰਫੋਟੈਕ) ਤੋਂ ਇਲਾਵਾ ਉਸਦੇ ਕਾਨੂੰਨੀ ਵਾਰਸ (ਜਿਨ੍ਹਾਂ ਨੂੰ ਇਜਾਜ਼ਤ ਮਿਲੀ ਹੋਵੇ) ਉਤਰਾਧਿਕਾਰ ਦੀ ਪ੍ਰਤੀਨਿਧ ਸਪੁਰਦਾਰ ਇਤਕਾਲ ਪਾਤਰ ਪਟੇਦਾਰ ਅਤੇ ਰਾਜ ਅਫਸਰ ਦੀ

ਇਜਾਜਤ ਨਾਲ ਕੋਈ ਅਜਿਹਾ ਵਿਅਕਤੀ ਜਾਂ ਅਜਿਹੇ ਵਿਅਕਤੀ ਜਾਂ ਜਿਹੜਾ ਜਾਂ ਜਿਹੜੇ ਉਕਤ ਥਾਂ ਤੇ ਜਾਂ ਉੱਤੇ ਉਸਾਰੀ ਇਮਾਰਤ ਤੇ ਕਾਬਜ ਹੋਵੇਗਾ ਜਾਂ ਸਾਮਲ ਹੋਵੇਗਾ।

ਇਸ ਦੀ ਸਾਖੀ ਵਜੋਂ ਇਸ ਦੀਆਂ ਧਿਰਾਂ ਨੇ ਇਸ ਤੇ ਹੇਠ ਇਸ ਵਿਚ ਇਸ ਤੋਂ ਪਿਛੋਂ ਹਰੇਕ ਦੀ ਸੂਰਤ ਵਿਚ ਨਿਸਚਿਤ ਕੀਤੇ ਥਾਂ ਤੇ ਅਤੇ ਮਿਤੀ ਨੂੰ ਕਰਮਵਾਰ ਆਪਣੇ ਆਪਣੇ ਹਸਤਾਖਰ ਕੀਤੇ।

ਉਕਤ ਦੁਆਰਾ ਮਿਤੀ ਨੂੰ (ਇਤਕਾਲ ਪਾਤਰ)
..... ਵਿਖੇ ਹਸਤਾਖਰ ਕੀਤੇ ਗਏ।

ਜੇਕਰ ਇਹ ਲਿਖਤ ਮਿਲਖ ਅਫਸਰ ਦੇ ਸਾਹਮਣੇ ਨਾ ਕੀਤੀ ਜਾਵੇ ਤਾਂ ਇਨ੍ਹਾਂ ਵਿਚੋਂ ਇਕ ਗਵਾਹ ਕੋਈ ਮਜਿਸਟਰੇਟ (ਆਪਣੀ ਮੋਹਰ ਸਹਿਤ) ਹੋਣਾ ਚਾਹਿਦਾ ਹੈ।

ਨਿਮਨ ਗਵਾਹਾਂ ਦੀ ਹਾਜ਼ਰੀ ਵਿੱਚ:-

ਗਵਾਹ-----

ਨਾਂ-----

ਰਿਹਾਇਸ਼-----

ਪੇਸ਼ਾ-----

ਹਸਤਾਖਰ

ਗਵਾਹ-----

ਨਾਂ-----

ਰਿਹਾਇਸ਼-----

ਪੇਸ਼ਾ-----

ਹਸਤਾਖਰ

ਮਿਤੀ-----ਨੂੰ-----

ਪੰਜਾਬ ਸਾਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਟੀ (ਪ੍ਰੋਡਾ) ਦੀ ਤਰਫੋਂ
ਮਿਲੇ ਅਧਿਕਾਰ ਅਧੀਨ ਹਸਤਾਖਰ ਕੀਤੇ ਗਏ।

ਮਿਲਖ ਅਫਸਰ

ਨਿਮਨ ਗਵਾਹਾਂ ਦੀ ਹਾਜ਼ਰੀ ਵਿੱਚ:-

ਗਵਾਹ-----

ਨਾਂ-----

ਰਿਹਾਇਸ਼-----

ਪੇਸ਼ਾ-----

ਹਸਤਾਖਰ

ਗਵਾਹ-----

ਨਾਂ-----

ਰਿਹਾਇਸ਼-----

ਪੇਸ਼ਾ-----

ਹਸਤਾਖਰ

STATEMENT OF ORIGINAL CLAUSES OF CONVEYANCE DEED AND CHANGES SOUGHT BY THE PUNJAB INFOTECH

ਕੰਨਵੇਸ ਡੀਡ ਦੀਆਂ ਮੁੱਲ ਸਰਤਾਂ	ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਦੀ ਸਰਤ	ਪੰਜਾਬ ਇੰਫੋਟੈਕ ਦੀ ਮੰਗ	ਮਿਲਖ ਅਫਸਰ, ਮੋਹਾਲੀ ਦੀ ਟਿੱਪਣੀ	ਟਿੱਪਣੀ/ਦਫਤਰ ਦੀ ਤਜਵੀਜ਼
1) (ਅ) ਵਿਕਰੇਤਾ ਨੂੰ ਮੁੱਲ ਵਿਕਰੀ ਦੇ ਅਣ ਅਦਾ ਕੀਤੇ ਭਾਗ ਸਬੰਧੀ ਉਕਤ ਥਾਂ ਤੇ ਪਹਿਲੇ ਅਤੇ ਪਰਮੁੱਖ ਭਾਗ ਦਾ ਹੱਕ ਹੋਵੇਗਾ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਮੁੱਖ ਪ੍ਰਸਾਸਕ ਦੀ ਮਨਜ਼ੂਰੀ ਤੋਂ ਬਿਨਾਂ ਇਸ ਥਾਂ ਨੂੰ ਜਾਂ ਉਸ ਵਿਚ ਕਿਸੇ ਹੱਕ ਜਾਂ ਹਿੱਸ ਨੂੰ (ਹਰ ਮਹੀਨੇ ਪੱਟੇ ਤੇ ਦੇਣ ਨੂੰ ਛੱਡਕੇ) ਵੇਚਕੇ ਤੋਹਫੇ ਰਾਹੀਂ ਰਹਿਣ ਕਰਕੇ ਜਾਂ ਹੋਰਵੇਂ ਮੁਤਕਿਲ ਕਰਨ ਦਾ ਉਸ ਸਮੇਂ ਤੱਕ ਹੱਕ ਨਹੀਂ ਹੋਵੇਗਾ ਜਦੋਂ ਤੱਕ ਕਿ ਵਿਕਰੇਤਾ ਨੂੰ ਪੂਰਣ ਵਿਕਰੀ ਕੀਮਤ ਅਦਾ ਨਾ ਕੀਤੀ ਜਾਵੇ।	ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਦੀ ਸਰਤ ਨੰ. 5 ਵਿੱਚ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਸਰਤ ਲਗਾਈ ਗਈ:- The Corporation shall have no right to transfer by way of sale, gift or otherwise site or any of its rights, title of interest therein.	ਪੰਜਾਬ ਇੰਫੋਟੈਕ ਵਲੋਂ ਆਪਣੇ ਪੱਤਰ ਮਿਤੀ 13.12.05 ਰਾਹੀਂ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਬੇਨਤੀ ਕੀਤੀ ਗਈ:- The title of land measuring 15.726 acres at Sector 67, SAS Nagar, Mohali : was transferred to our Corporation (Punjab Information & Communication Technology Corporation Limited) vide letter No. PUDA-EO-A-2-2005/26197 dated 29.11.2005 and clause No. 7 of the initial allotment letter dated 6.5.2002 was deleted. As per decision of the Project Approval Board taken in its 86 th meeting held on 25.11.2004, this land is to be allotted to the prospective investors in the field of IT, ITES, Electronics, Communication, BPO and high tech area in this regard. Clause No.s 1(b), 4, 7 and 11 of the proposed format of the conveyance deed enclosed with your letter dated 9.12.2005 does not seem to be relevant to the orders of competent authorities, as this land is to be further allotted to the prospective investors. You are therefore requested to kindly delete these clauses as these are not relevant in our case.	ਮਿਲਖ ਅਫਸਰ, ਪੁੱਛਾ, ਮੋਹਾਲੀ ਵਲੋਂ ਆਪਣੇ ਪੱਤਰ ਨੰ. 4512 ਮਿਤੀ 28.2.06 ਰਾਹੀਂ ਲਿਖਿਆ ਹੈ ਕਿ ਪੇਰਾ 1(ਬੀ) ਵਿੱਚ ਅੰਕਿਤ ਕੀਤਾ ਹੋਇਆ ਹੈ ਕਿ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਮੁੱਖ ਪ੍ਰਸਾਸਕ ਦੀ ਮਨਜ਼ੂਰੀ ਤੋਂ ਬਿਨਾਂ ਇਸ ਥਾਂ ਨੂੰ ਜਾਂ ਉਸ ਵਿੱਚ ਕਿਸੇ ਹੱਕ ਜਾਂ ਹਿੱਸ ਨੂੰ (ਹਰ ਮਹੀਨੇ ਪੱਟੇ ਤੇ ਦੇਣ ਨੂੰ ਛੱਡਕੇ) ਵੇਚਕੇ ਤੋਹਫੇ ਰਾਹੀਂ ਰਹਿਣ ਕਰਕੇ ਜਾਂ ਹੋਰਵੇਂ ਮੁਤਕਿਲ ਕਰਨ ਦਾ ਉਸ ਸਮੇਂ ਤੱਕ ਹੱਕ ਨਹੀਂ ਹੋਵੇਗਾ। ਜਦੋਂ ਕਿ ਵਿਕਰੇਤਾ ਨੂੰ ਪੂਰਣ ਵਿਕਰੀ ਕੀਮਤ ਅਦਾ ਨਾ ਕੀਤੀ ਜਾਵੇ ਅਤੇ ਥਾਂ ਤੇ ਘੱਟ 10% ਰਕਬੇ ਤੋਂ ਇਮਾਰਤ ਨਾ ਉਸਾਰੀ ਜਾ ਚੁੱਕੀ ਹੋਵੇ। ਜੇਕਰ ਇਸ ਸਰਤ ਨੂੰ ਖਤਮ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਤਾਂ ਸਬੰਧਤ ਸੰਸਥਾ ਸਿੱਧੇ ਹੀ ਇਸ ਦਫਤਰ ਦੇ ਐਨ.ਓ.ਸੀ. ਤੋਂ ਬਿਨਾਂ ਹੀ ਸਾਈਟਾਂ ਵੇਚ ਸਕਦੀ ਹੈ ਅਤੇ ਦਫਤਰ ਦਾ ਇਸ ਉਪਰ ਕੋਈ ਹੱਕ ਨਹੀਂ ਹੋਵੇਗਾ। ਜੇਕਰ ਇਸ ਨੂੰ ਖਤਮ ਕਰਨਾ ਹੈ ਤਾਂ ਇਸ ਦੀ ਥਾਂ ਤੇ ਦੁਕਵੀਂ ਸਰਤ ਲਗਾਉਣੀ ਵਾਜਿਬ ਹੋਵੇਗੀ।	ਇਸ ਕਲਾਜ਼ ਨੂੰ ਮੁਕੰਮਲ ਤੌਰ ਤੇ ਡਲੀਟ ਕਰਨ ਨਾਲ ਪੁੱਛਾ ਦਾ ਇਸ ਭੇ ਤੇ ਕੋਈ ਕੰਟਰੋਲ ਨਹੀਂ ਰਹਿ ਜਾਵੇਗਾ। ਇਸ ਲਈ ਇਸ ਕੰਡੀਸ਼ਨ ਦੀ ਥਾਂ ਤੇ ਹੇਠ ਅਨੁਸਾਰ ਸਰਤ ਲਗਾਉਣ ਦੀ ਤਜਵੀਜ਼ ਕੀਤੀ ਜਾਂਦੀ :- "ਇਤਕਾਲ ਪਾਤਰ ਇਸ ਥਾਂ ਨੂੰ ਜਾਂ ਇਸ ਦੇ ਕਿਸੇ ਹਿੱਸੇ ਨੂੰ ਵੇਚਣ ਦਾ ਹੱਕ ਰੱਖਦਾ ਹੈ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਇਸ ਨੂੰ ਵੇਚਣ ਸਬੰਧੀ ਵਿਕਰੇਤਾ ਤੋਂ ਮੰਜੂਰੀ ਲਵੇਗਾ।"
4) ਇਤਕਾਲ ਪਾਤਰ ਅਲਾਟਮੈਂਟ ਦੇ ਹੁਕਮ ਅਰਥਾਤ 6.5.2002 ਜੋ ਕਿ ਬਾਅਦ ਵਿੱਚ ਮਿਲਖ ਅਫਸਰ, ਪੁੱਛਾ, ਮੋਹਾਲੀ ਵਲੋਂ ਆਪਣੇ ਪੱਤਰ ਨੰ. ਪੁੱਛਾ-ਈਓ-ਏ-2-2005/26197 ਮਿਤੀ 29.11.05 ਰਾਹੀਂ ਸੋਧਿਆ ਹੈ, ਦੇ ਜਾਰੀ ਕਰਨ ਦੀ ਮਿਤੀ ਤੋਂ ਤਿੰਨ ਸਾਲਾਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਉਕਤ ਥਾਂ ਤੇ ਬਿਲਡਿੰਗ ਦੀ ਉਸਾਰੀ ਮੁਕੰਮਲ ਕਰੇਗਾ ਜਿਸ ਦੇ ਨਕਸ਼ੇ ਵਿਕਰੇਤਾ ਜਾਂ ਮੁੱਖ ਪ੍ਰਸਾਸਕ, ਪੁੱਛਾ, ਮੋਹਾਲੀ ਦੁਆਰਾ ਇਸ ਸਬੰਧ ਵਿਚ ਸਮੇਂ ਸਮੇਂ ਬਣਾਏ ਨਿਯਮਾਂ ਅਤੇ ਦਿੱਤੀਆਂ ਹਦਾਇਤਾਂ ਅਤੇ ਮੁੱਖ ਪ੍ਰਸਾਸਕ ਦੁਆਰਾ ਜਾਂ ਉਸ ਦੁਆਰਾ ਇਸ		ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਦੀ ਸਰਤ ਨੰ. 9 ਵਿੱਚ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਸਰਤ ਲਗਾਈ ਗਈ ਹੈ:- "The Corporation shall complete the building within 3 years from the date of issue of allotment letter. This time may be extended by the Estate Officer on payment of fee fixed by PUDA from time to time, if the Estate Officer is satisfied that failure to complete the building within the said period was due to a cause beyond your control.	ਜਿਥੇ ਤੱਕ ਕਲਾਜ਼ ਨੰ. 4 ਦਾ ਸਬੰਧ ਹੈ ਇਸ ਅਨੁਸਾਰ ਅਲਾਟਮੈਂਟ ਦੀ ਮਿਤੀ ਤੋਂ ਤਿੰਨ ਸਾਲ ਦੇ ਅੰਦਰ-ਅੰਦਰ ਉਸਾਰੀ ਮੁਕੰਮਲ ਕਰਨ ਦਾ ਉਪਬੰਧ ਹੈ। ਜੇਕਰ ਇਹ ਸਰਤ ਖਤਮ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਤਾਂ ਹੋ ਸਕਦਾ ਹੈ ਸਬੰਧਤ ਸੰਸਥਾ ਜਦੋਂ ਵੀ ਅੱਗੇ ਪਲਾਟ ਵੇਚੇਗੀ/ਅਲਾਟ ਕਰੇਗੀ ਉਹ ਸੰਸਥਾ ਉਸਾਰੀ ਕਰਨ ਲਈ ਪਾਬੰਦ ਨਹੀਂ ਹੋਵੇਗੀ ਅਤੇ ਜਦੋਂ ਉਸ ਦੀ ਇੱਛਾ ਹੋਵੇਗੀ ਬਿਨਾਂ ਉਸਾਰੀ ਕੀਤੇ ਅਲਾਟਿਡ ਸਾਈਟ ਨੂੰ ਅੱਗੇ ਵੇਚ ਸਕਦਾ ਹੈ।	ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਦੀ ਸਰਤ ਨੰ. 9 ਅਤੇ ਪੰਜਾਬ ਰਿਜਨਲ ਐਂਡ ਟਾਊਨ ਪਲੈਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ (ਜਨਰਲ) ਰੂਲਜ਼ 1995 ਦੇ ਰੂਲ 13 ਵਿੱਚ ਕੀਤੇ ਉਪਬੰਧ ਅਨੁਸਾਰ ਉਸਾਰੀ ਲਈ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਦੇ ਜਾਰੀ ਹੋਣ ਤੋਂ 3 ਸਾਲ ਦਾ ਸਮਾਂ ਦਿੱਤਾ ਗਿਆ ਸੀ, ਜੋ ਕਿ ਮਿਤੀ 6.5.2005 ਨੂੰ ਖਤਮ ਹੋ ਚੁੱਕਿਆ ਹੈ ਅਤੇ ਰੂਲਾਂ ਅਨੁਸਾਰ ਸਮੇਂ ਸਿਰ ਉਸਾਰੀ ਨਾ ਕਰਨ ਤੇ ਨਾਨ-ਉਸਾਰੀ ਫੀਸ ਚਾਰਜ ਕੀਤੀ ਜਾਣੀ ਬਣਦੀ ਹੈ

ਸੰਬੰਧ ਵਿਚ ਯਥਾਯੋਗ ਰੂਪ ਵਿਚ ਅਧਿਕਾਰਿਤ ਕੀਤੇ ਕਿਸੇ ਅਫਸਰ ਦੁਆਰਾ ਪ੍ਰਵਾਨ ਕੀਤਾ ਗਿਆ ਹੋਵੇ ਦੇ ਅਨੁਸਾਰ ਹੋਣਗੇ।

ਪਰੰਤੂ ਸਰਤ ਇਹ ਹੈ ਕਿ ਜੇ ਮਿਥੀ ਮਿਤੀ ਤੱਕ ਇਮਾਰਤ ਮੁਕੰਮਲ ਨਾ ਕਰਨ ਇਤਕਾਲ ਪਾਤਰ ਦੇ ਵਸ ਤੇ ਬਾਹਰ ਦੇ ਕਾਰਣ ਕਰਕੇ ਹੋਵੇਗਾ ਤਾਂ ਇਸ ਖੰਡ ਅਧੀਨ ਸਮੇਂ ਮਿਲਖ ਅਫਸਰ, ਪੁੱਡਾ, ਮੋਹਾਲੀ ਦੁਆਰਾ ਉਸ ਸਮੇਂ ਦੇ ਠਾਗੂ ਨਿਯਮਾਂ ਅਨੁਸਾਰ ਉਸਾਰੀ ਫੀਸ ਵਸੂਲ ਕਰਕੇ ਵਧਾਇਆ ਜਾ ਸਕਦਾ ਹੈ।

7) ਵਿਕਰੇਤਾ ਆਪਣੇ ਅਫਸਰਾਂ ਅਤੇ ਕਰਮਚਾਰੀਆਂ ਦੁਆਰਾ 24 ਘੰਟੇ ਦਾ ਲਿਖਤੀ ਨੋਟਿਸ ਦੇਕੇ ਹਰ ਯੋਗ ਸਮੇਂ ਤੇ ਯੋਗ ਤਰੀਕੇ ਨਾਲ ਉਕਤ ਥਾਂ ਦੇ ਕਿਸੇ ਵੀ ਭਾਗ ਜਾਂ ਉਸਤੇ ਉਸਾਰੀ ਕਿਸੇ ਇਮਾਰਤ ਵਿਚ ਇਹ ਪਤਾ ਕਰਨ ਦੇ ਮੱਤਵ ਲਈ ਦਾਖਲ ਹੋ ਸਕਦਾ ਹੈ ਕਿ ਇਤਕਾਲ ਪਾਤਰ ਨੇ ਉਸ ਦੁਆਰਾ ਇਸ ਲਿਖਤ ਅਧੀਨ ਕੀਤੀਆਂ ਅਤੇ ਨਿਭਾਇਆ ਜਾਣ ਵਾਲੀ ਪ੍ਰਤੀਗਿਆਵਾਂ ਅਤੇ ਸਰਤਾਂ ਯਥਾਯੋਗ ਰੂਪ ਵਿਚ ਕੀਤੀਆਂ ਅਤੇ ਨਿਭਾਇਆਂ ਹਨ।

ਜਿਥੋਂ ਤੱਕ ਸਰਤ ਨੰ. 7 ਦਾ ਸਵਾਲ ਹੈ ਇਸ ਵਿੱਚ ਦਫਤਰ/ਵਿਕਰੇਤਾ ਆਪਣੇ ਅਫਸਰਾਂ/ਕਰਮਚਾਰੀਆਂ ਦੁਆਰਾ 24 ਘੰਟੇ ਦਾ ਲਿਖਤੀ ਨੋਟਿਸ ਦੇ ਕੇ ਹਰ ਯੋਗ ਸਮੇਂ ਤੇ ਯੋਗ ਤਰੀਕੇ ਨਾਲ ਉਕਤ ਥਾਂ ਦੇ ਕਿਸੇ ਭਾਗ ਉਸ ਤੇ ਉਸਾਰੀ ਕਿਸੇ ਇਮਾਰਤ ਵਿੱਚ ਇਹ ਪਤਾ ਕਰਨ ਦੇ ਮੱਤਵ ਲਈ ਦਾਖਲ ਹੋ ਸਕਦਾ ਹੈ ਕਿ ਇਤਕਾਲ ਪਾਤਰ ਨੇ ਉਸ ਦੁਆਰਾ ਇਸ ਲਿਖਤ ਅਧੀਨ ਕੀਤੀਆਂ ਅਤੇ ਨਿਭਾਇਆ ਜਾਣ ਵਾਲੀ ਪ੍ਰਗਿਆਵਾਂ ਅਤੇ ਸਰਤਾਂ ਯਥਾਯੋਗ ਰੂਪ ਵਿੱਚ ਕੀਤੀਆਂ ਅਤੇ ਨਿਭਾਇਆ ਹਨ। ਜੇਕਰ ਇਸ ਸਰਤ ਨੂੰ ਨਾ

ਪਰ ਇਫਟੇਕ ਵਲੋਂ ਅਲਾਟ ਕੀਤੀ ਗਈ ਤੇ ਤੇ ਆਪ ਉਸਾਰੀ ਨਹੀਂ ਕੀਤੀ ਜਾਣੀ ਹੈ ਅਤੇ ਉਨ੍ਹਾਂ ਵਲੋਂ ਵੱਖ-ਵੱਖ ਕੰਪਨੀਆਂ ਨੂੰ ਜੁਆਇਟ ਵੇਚਰਾਂ ਵਜੋਂ ਅਲਾਟ ਕੀਤੀ ਜਾਣੀ ਹੈ। ਇਸ ਲਈ ਇਸ ਕਲਾਜ ਨੂੰ ਤਬਦੀਲ ਕੀਤਾ ਜਾਣਾ ਬਣਦਾ ਹੈ ਜਿਸ ਲਈ ਹੇਠ ਲਿਖੇ ਸਰਤ ਅਨੁਸਾਰ ਪੰਜਾਬ ਰਿਜਨਲ ਐਂਡ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਂਡ ਡਿਵੈਲਪਮੈਂਟ (ਜਨਰਲ) ਰੂਲਜ਼ 1995 ਦੇ ਰੂਲ 13 ਅਧੀਨ ਅਥਾਰਟੀ ਜਾਂ ਇਸ ਅਧੀਨ ਕਮੇਟੀ ਦੇ ਪੱਧਰ ਤੇ ਪ੍ਰਵਾਨਗੀ ਲੈਣ ਦੀ ਤਜਵੀਜ਼ ਹੈ:-
" ਇਤਕਾਲ ਪਾਤਰ ਕੰਨਵੇਸ ਡੀਡ ਐਗਜ਼ਿਕਿਊਟ ਹੋਣ ਉਪਰੰਤ ਸਬੰਧਤ ਕੰਪਨੀਆਂ/ਜੁਆਇਟ ਵੇਚਰਾਂ ਨੂੰ ਇੱਕ ਸਾਲ ਵਿੱਚ ਭੇਂ ਅਲਾਟ ਕਰੇਗਾ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਵਲੋਂ ਜਾਰੀ ਕੀਤੇ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਦੀ ਮਿਤੀ ਤੋਂ 3 ਸਾਲਾਂ ਦੇ ਅੰਦਰ-ਅੰਦਰ ਉਕਤ ਥਾਂ ਤੇ ਬਿਲਡਿੰਗ ਦੀ ਉਸਾਰੀ ਮੁਕੰਮਲ ਕਰੇਗਾ ਜਿਸ ਦੇ ਨਕਸ਼ੇ ਵਿਕਰੇਤਾ ਜਾਂ ਮੁੱਖ ਪ੍ਰਸਾਸਕ, ਪੁੱਡਾ, ਮੋਹਾਲੀ ਦੁਆਰਾ ਇਸ ਸਬੰਧ ਵਿੱਚ ਸਮੇਂ-ਸਮੇਂ ਬਣਾਏ ਨਿਯਮਾਂ ਅਤੇ ਦਿੱਤੀਆਂ ਹਦਾਇਤਾਂ ਅਤੇ ਮੁੱਖ ਪ੍ਰਸਾਸਕ ਦੁਆਰਾ ਜਾਂ ਉਸ ਦੁਆਰਾ ਇਸ ਸਬੰਧ ਵਿੱਚ ਯਥਾਯੋਗ ਰੂਪ ਵਿੱਚ ਅਧਿਕਾਰਿਤ ਕੀਤੇ ਕਿਸੇ ਅਫਸਰ ਦੁਆਰਾ ਪ੍ਰਵਾਨ ਕੀਤਾ ਗਿਆ ਹੋਵੇ ਦੇ ਅਨੁਸਾਰ ਹੋਣਗੇ।

ਇਹ ਕਲਾਜ ਡਰੀਟ ਨਹੀਂ ਕੀਤੀ ਜਾਣੀ ਬਣਦੀ ਹੈ। ਜੇਕਰ ਇਸ ਨੂੰ ਖਤਮ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਤਾਂ ਭਵਿੱਖ ਵਿੱਚ ਸੰਸਥਾ ਵਲੋਂ ਅਲਾਟ ਕੀਤੀ ਜਾਈਟ ਤੇ ਉਸਾਰੀ, ਪਲਾਨ ਅਨੁਸਾਰ ਕੀਤੀ ਹੈ ਜਾਂ ਨਹੀਂ, ਦਫਤਰ ਨੂੰ ਜਾਣਕਾਰੀ ਨਹੀਂ ਰਹੇਗੀ।

<p>11) ਇਤਕਾਲ ਪਾਤਰ ਦੁਆਰਾ ਨਿਯਤ ਮਿਤੀ ਨੂੰ ਕੋਈ ਕਿਸਤ ਜਾਂ ਨਿਯਤ ਕੀਤੇ ਸਮੇਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਅਧਿਕ ਕੀਮਤ ਅਦਾ ਨਾ ਕਰਨ ਦੀ ਸੂਰਤ ਵਿਚ ਕਿਸੇ ਪਿਛਲੇ ਦਾਅਵੇ ਨੂੰ ਅਤੇ ਉਸ ਦੇ ਜੋ ਉਸ ਦੇ ਕਿਸੇ ਭਾਗ ਦੇ ਮੁੜ ਦਾਖਲ ਹੋਣ ਦੇ ਹੱਕ ਨੂੰ ਛੱਡਣ ਦੇ ਬਾਵਜੂਦ ਵੀ ਮਿਲਖ ਅਫਸਰ ਲਈ ਇਹ ਕਾਨੂੰਨੀ ਹੱਕ ਹੋਵੇਗਾ ਕਿ ਉਹ ਉਸ ਨੂੰ ਆਪਣੀ ਪਹਿਲੀ ਮਿਲਖ ਦੇ ਤੌਰ ਤੇ ਆਪਣੇ ਪਾਸ ਲੈ ਸਕੇ, ਰੱਖ ਸਕੇ ਅਤੇ ਵਰਤ ਸਕੇ ਅਤੇ ਇਤਕਾਲ ਪਾਤਰ ਨੂੰ ਅਜਿਹੇ ਮੁੜ ਕਬਜ਼ੇ ਕਾਰਨ ਮੂਲ ਵਿਕਰੀ ਜਾਂ ਉਸ ਦਾ ਕੋਈ ਭਾਗ ਵਾਪਸ ਲੈਣ ਦਾ ਜਾਂ ਕਿਸੇ ਵੀ ਕਿਸਮ ਦਾ ਕੋਈ ਮੁਆਵਜ਼ਾ ਲੈਣ ਦਾ ਹੱਕ ਨਹੀਂ ਹੋਵੇਗਾ।</p>			<p>ਲਗਾਇਆ ਜਾਵੇ ਤਾਂ ਭਵਿੱਖ ਵਿੱਚ ਇਸ ਸੰਸਥਾ ਦੁਆਰਾ ਅਲਾਟ ਕੀਤੀਆਂ ਸਾਈਟਾਂ ਵਿੱਚ ਉਸਾਰੀ ਪਲੈਨ ਅਨੁਸਾਰ ਕੀਤੀ ਹੈ ਜਾਂ ਨਹੀਂ ਬਾਰੇ ਦਫਤਰ ਨੂੰ ਕੋਈ ਜਾਣਕਾਰੀ ਨਹੀਂ ਰਹੇਗੀ ਅਤੇ ਨਾ ਹੀ ਸਰਤਾਂ ਦੀ ਪਾਲਣਾ ਕੀਤੀ ਹੈ ਜਾਂ ਨਹੀਂ ਬਾਰੇ ਇਮਾਰਤ ਵਿੱਚ ਦਫਤਰ ਦਾ ਕਰਮਚਾਰੀ ਨਿਰੀਖਣ ਕਰਨ ਵਾਸਤੇ ਦਾਖਲ ਹੋ ਸਕੇਗਾ।</p> <p>ਜਿੱਥੋਂ ਤੱਕ ਸਰਤ ਨੰ. 11 ਦਾ ਸਬੰਧ ਹੈ, ਇਹ ਪਲਾਟ ਦੀਆਂ ਕਿਸਤਾਂ ਵਸੂਲ ਕਰਨ ਨਾਲ ਸਬੰਧਤ ਹੈ ਕਿਉਂਜੋ ਪਲਾਟ/ਭੋ ਦੀ ਪੂਰੀ ਕੀਮਤ ਪ੍ਰਾਪਤ ਹੋ ਚੁੱਕੀ ਹੈ। ਜੇਕਰ ਇਸ ਨੂੰ ਖਤਮ ਵੀ ਕਰ ਦਿੱਤਾ ਜਾਂਦਾ ਹੈ ਤਾਂ ਪੁੱਛਾ ਉਪਰ ਕੋਈ ਵਿੱਤੀ ਪ੍ਰਭਾਵ ਪੈਂਦਾ ਨਜ਼ਰ ਨਹੀਂ ਆਉਂਦਾ।</p>	<p>ਇਹ ਕਲਾਜ ਡਲੀਟ ਨਹੀਂ ਕੀਤੀ ਜਾਣੀ ਬਣਦੀ ਹੈ। ਕਿਉਂਕਿ ਭਵਿੱਖ ਵਿੱਚ ਜੇਕਰ ਕੋਈ ਵਾਧੂ ਰਕਮ ਇਸ ਭੋ ਵਿੱਚ ਬਣਦੀ ਹੈ, ਤਾਂ ਪੁੱਛਾ ਉਸ ਨੂੰ ਲੈਣ ਵਿੱਚ ਅਸਮਰਥ ਹੋਵੇਗਾ।</p>
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AGENDA ITEM NO. 1.08
(EXECUTIVE COMMITTEE)

Subject: Representation of Shri Gurinderjit Singh Sandhu, IAS regarding extension of another three years period for construction of Plot No. 1522 Sector 69, SAS Nagar (Mohali)

The matter on the subject cited above was placed before the Finance and Accounts Committee of PUDA in its 51st meeting held on 20-7-2006 vide item No. 51.06. Copy of the agenda is placed as Annexure-I. This item was deferred by the Finance and Accounts Committee of PUDA.

The allottee has given the representation on 23-8-2006 **(Annexure-II)** to Hon'ble Chief Minister, Punjab for extension of three years period for construction of house without imposing extension fee keeping in view of the exigency of his service. The case for exemption from the non-construction fees is not covered under the policy instructions issued on the 29-8-2002. Hon'ble Chief Minister, in view of the circumstances explained by Shri G.S. Sandhu has allowed the exemption from non-construction fees, as requested by him subject to the condition that ex-post facto approval of the Executive Committee of GMADA will be obtained **(Annexure-III)**.

The matter is placed before the Executive Committee, for ex-post facto approval, to the extension of three years period for construction of house without imposing extension fees.

Agenda item No.
(Policy Branch)

Date: *Annexure-1*
Name of dignitary:

Subject:- Representation of Sh. Gurinderjit Singh Sandhu, IAS regarding extension of another three years period for construction of Plot No. 1552, Sector 69, SAS Nagar (Mohali).

1.0 Brief facts of the case are that a Plot No. 3004 measuring 500 sq. yds. in Sector 69, SAS Nagar (Mohali) was allotted to Sh. Gurcharan Singh Sandhu S/o Sh. Sucha Singh R/o H.No. 902, Sector 39-A, Chandigarh on 8.8.95. The allottee was required to complete the building within 3 years from the date of issue of possession letter after getting the plans of the proposed building approved by the Estate Officer. However, it was found that the said plot was not feasible and an alternate Plot No. 1552, Sector 69, Mohali was allotted to Sh. Gurcharan Singh Sandhu on 18.11.1999. It was transferred later in favour of his Son namely Sh. G.S. Sandhu, IAS vide letter dated 26.6.02. However, the possession of the plot was handed over to Sh. G.S. Sandhu on 6.9.02. The terms of allotment require him to construct the house within three years i.e. upto December, 2005. But the construction has not been completed during the prescribed period. The non-construction fee amounting to Rs. 72,000/- for the year 2006 is due from the allottee.

2.0 Sh. G.S. Sandhu has requested to extend the requisite construction period by another three years without imposing any extension fee keeping in view of exigency of service as he is involved in various assignments of the State Government (copy annexed-1).

3.0 The policy instructions as issued under Memo No. PUDA-Policy-UE-1-2002/6488-6502 dated 29.8.2002 (copy annexed-II) in this regard entitles State Government officials for the exemption of the period they are required to serve outside the State in accordance with the conditions of service. As per request of the allottee, he has not been posted out of the State of Punjab, as such the case of the allottee is not covered under the policy guidelines circulated vide letter dated 29.8.2002. As per notification dated 8.10.2001 issued by the Government, the following provisions have been laid down in rule 13 of the Punjab Regional and Town Planning and Development (General) Rules:-

6. ***"In genuine cases of hardship of a class of person(s), the Committee may by general or specific order remit or waive off partly or fully the extension fee for any person(s) for the reasons to be recorded in writing."***

4.0 The Finance & Accounts Committee vide Item No. 21.10, 23.10, 25.06 and 26.13 have decided to consider the cases of following categories of hardship for waiving off extension fee:-

1. Serving Soldiers and officers of Armed Forces shall be given additional time for completion of the construction equal to the total period spent by them in posting at non family stations.

It is clarified that in case an Army Officer has stayed at a family station for three years after allotment of a plot, he shall not be entitled to remission on non-construction fee for the period he stays at non family station thereafter, because the maximum period allowed to an allottee for construction of a house is three years (the clarification in this regard is given as per decision taken by the Finance & Accounts Committee vide Item No. 37.09).

- ii. Death of the allottee, case of war widows, next of kin of police and para-military forces killed in action, allottees suffering from diseases that make it impossible for him to carry out construction within the stipulated period or the cases of Government officers/officials who are required to serve outside the State in accordance with the conditions of their service. It is clarified that the posting at Chandigarh tantamounts to posting within the Punjab. The Finance & Accounts Committee vide Item No. 32.09 has clarified that this decision would be applicable only to the Govt. officers/officials of the Punjab Govt. and Public Sector Undertakings of Punjab Govt. and in case of war widows, the decision would be applicable to only war widows who have been allotted plots under the "serving & retired defence personnel and para military forces including war widows of these categories."
- iii. The concession shall also be available to the spouses of officers/officials who are required to serve outside the State in accordance with the conditions of their service. It is clarified that in the above context, posting at Chandigarh tantamount to posting within the Punjab.
- iv. The waiver policy is applicable to the original allottee as well as to the subsequent transferees. In the case of transferee, no accumulated extension fee relating to the period prior to the date of transfer in favour of the applicant would be waived off and the waiver in respect of the subsequent portion shall be granted only after clearing of the old arrears.

The Instructions were issued to all ACAs/E.O.s vide letter No. 6488-6502 dated 29.8.2002 to send only those cases for waiving off extension fee which covers under the aforesaid lines for approval of the Finance & Accounts Committee. However, the Finance & Accounts Committee in the meeting held on 3.7.03 vide Item No. 37.09 has decided that in all cases which are covered under an existing policy of PUDA, the Chief Administrator or any other officers authorised by him, should be competent to take a decision. Accordingly, orders have been issued vide letter dated 23.10.03 authorising Additional Chief Administrator (field) to decide all cases within their jurisdiction regarding "waiver off extension fee" in hardship cases covered under the existing policy of PUDA.

5.0 In view of position explained in the foregoing paras and provisions laid down in sub-rule 6 of Rule 13 of the Punjab Regional and Town Planning and Development (General) Rules, 1995, the request of Sh. G.S. Sandhu, allottee of plot No. 1552, Sector 69, SAS Nagar regarding extension of another 3 years period i.e. w.e.f. 1.1.2006 to 31.12.2008 for construction without imposing any extension fee is placed before the F&A Committee for taking appropriate decision.

The agenda has been approved by the Hon'ble Chairman, PUDA.

Adm (P)

Chief Administrator, PUDA
Plot No. 1647
Date: 26.11.06

305E
27-6-07

To
1317
27.00
The Chief Administrator,
Punjab Urban Planning and Development Authority,
PUDA Bhawan, Sector-62,
SAS Nagar.

(Copy in file)

Subject:- Grant of extension of three years period for the construction of House on Plot No.1552, Sector-69, SAS Nagar.

Sir,

This is in continuation of my earlier application dated 18.01.2006, addressed to the Hon'ble Chairman, PUDA, on the subject cited above. In this regard, it is submitted that no decision has yet been conveyed to me so far.

It is once again requested that since the undersigned is involved in the various assignments of the State Government as such could not raise construction on my above said plot within the prescribed period i.e. upto 31.12.2005. It is, therefore, requested that extension for three years period for construction of house may be granted without imposing any extension fee keeping in view the exigency of my service

Thanking you,

Yours sincerely,

(G.S. Sandhu),
Plot No. 1552, Sector-69,
SAS Nagar.

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY
MOHALI

To

1. All Additional Chief Administrator,
PUDA.
2. All Estate Officer,
PUDA,

No.PUDA-Policy-UE-1/2002/6488-6502 dated 29.8.2002

Subject:- Regarding waiver off the extension fee in hardship cases

Please refer to the subject cited above.

The Government of Punjab Department of Housing & Urban Development vide notifications dated 8.10.2001 issued vide No. G.S.R.102/P.A.11/95/S.180/Amd.(2)/2001 amended the rules 13 of the Punjab Regional & Town Planning and Development (General) Rules, 1995 w.e.f. 22nd August, 1995. The Sub rule 6 of rule-13 of this notification provides that in genuine cases of hardship of a class of person(s), the committee may by general or specific order remit or waive off partly or fully the extension fee for any person(s) for the reasons to be recorded in writing. the Finance Committee vide item No. 21.10, 23.10, 25.06 and 26.13 have decided to consider the cases of following categories of hardship for waiving off extension fee:-

1. Serving Soldiers and officers of Armed Forces shall be given additional time for completion of the construction equal to the total period spent by them in posting at non family stations
2. Death of the allottee, case of war widows, next of kin of police and para-military forces killed in action, allottees suffering from diseases that make it impossible for him to carry out construction within the stipulated period or the cases of Government officers/officials who are required to serve outside the State in accordance with the conditions of their service. It is clarified that the posting at Chandigarh tentamounts to posting within the Punjab. The Finance & Accounts Committee vide item No. 32.09 has clarified that this decision would be applicable only to the Govt. officers/officials of the Punjab Govt. and Public Sector Undertakings of Punjab Government and in case of war widows, the decision would be applicable to only war widows who have been allotted plots under the "serving & retired defence personnel and para military forces including war widows of these categories."

- 5 -
- 3.
3. The concession shall also be available to the spouses of officers/officials who are required to serve outside the State in accordance with the conditions of their service. It is clarified that in the above context, posting at Chandigarh tantamount to posting within the Punjab.
 4. The waiver policy is applicable to the original allottee as well as to the subsequent transferees. In the case of transferees no accumulated extension fee, relating to the period prior to the date of transfer in favour of the applicant would be waived off and the waiver in respect of the subsequent portion shall be granted only after clearing of the old arrears.

You are advised to send only those cases for waiving of extension fee which covers under the aforesaid guidelines for approval of the Finance & Accounts Committee.

sd/-
Administrative Officer (Policy)
for Chief Administrator

6-
PU. BUREAU PLANNING & DEV. AUTHORITY CHANDIGARH

To

1. All Addl. Chief Administrator,
PUDA

2. All Estate Officer,
PUDA

No PUDA-UE-2/2003/ 5477-88

Dated: 2/8/03

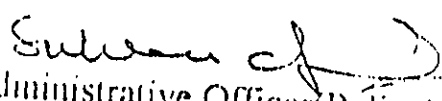
Subject. Regarding waiver off the extension fee in hardship cases.

This has reference to this office memo No. Policy-UE-1/2002/6188-6502 dated 29-8-2002 on the subject.

1. In the policy guidelines for waiving off construction fee circulated vide letter under reference, the serving soldiers and officers of Armed Forces are given additional time for completion of the construction equal to the total period spent by them in posting at non family stations.

2. It is clarified that in case an Army officer has stayed at a family station for three years after allotment of a plot, he shall not be entitled to remission on non construction fee for the period he stays at non family station thereafter, because the maximum period allowed to an allottee for construction of a house is three years.

The clarification in para 2 is given as per decision taken by the Finance & Accounts Committee in the 37th meeting held on 3.7.2003 vide item No.37.09.


Administrative Officer (Policy),
For Chief Administrator.

PUNJAB URBAN PLANNING & DEV. AUTHORITY CHANDIGARH.
(POLICY BRANCH)

OFFICE ORDER

The Finance & Accounts Committee in the meeting held on 3.7.03 vide item no. 37.09, has decided that in all cases which are covered under an existing policy of PUDA, the Chief Administrator or any other officers authorised by him, should be competent to take a decision. In view of this, it has been decided to authorise Additional Chief Administrator(Field) to decide all cases within their jurisdiction regarding "waiver off the extension fee" in hardship cases covered under the existing policy of PUDA.

They shall exercise meticulous compliance of the policy.

Dated, Chandigarh
the 17th October, 03.

SURESH KUMAR, IAS
CHIEF ADMINISTRATOR.

Endst.No.PUDA-Policy- 703/03/ 1255-66 Dated:- 23.10.03

action.

A copy of the above is forwarded to the following for necessary

1. All Addl. Chief Administrator, PUDA.
2. All Estate Officers, PUDA.

Suresh Kumar
Administrative Officer (Policy)
PUDA, Mohali.

UE-2-71

Item No. 51.04

ਪਲਾਟ ਨੰ: 2112-ਸੀ, 1049, 1050, 1045 ਅਤੇ ਪਲਾਟ ਨੰ: 2012, ਸੈਕਟਰ 68 ਵਿਜੀਬਲ ਨਾ ਹੋਣ ਕਾਰਨ ਵੱਡੇ ਸਾਈਜ਼ ਦੇ ਬਦਲੇ ਪਲਾਟ ਤਬਦੀਲ ਕਰਨ ਸਬੰਧੀ।

ਵਿਚਾਰ ਕਰਨ ਉਪਰੰਤ ਹੇਠ ਅਨੁਸਾਰ ਫੈਸਲਾ ਕੀਤਾ ਗਿਆ:

1. ਰਿਜਨਲ ਪਲੈਨਿੰਗ ਅਤੇ ਡਿਜ਼ਾਇਨ ਕਮੇਟੀ, ਮੁਹਾਲੀ ਦੀ ਸਿਫਾਰਸ਼ ਅਨੁਸਾਰ ਪੈਰਾ ਨੰ 4 ਤੇ ਹੇਠ ਅਨੁਸਾਰ ਦਰਸਾਏ ਗਏ ਪਲਾਟਾਂ ਨੂੰ ਵੱਡੇ ਸਾਈਜ਼ ਦੇ ਪਲਾਟ ਨਾਲ ਤਬਦੀਲ ਕਰਨ ਅਤੇ ਵਧੇ ਹੋਏ ਰਕਬੇ ਦੀ ਪ੍ਰਚਲਿਤ ਕੀਮਤ ਚਾਰਜ ਕਰਨ ਦੀ ਪ੍ਰਵਾਨਗੀ ਦੇ ਦਿੱਤੀ ਗਈ:-

ਲੜੀ ਨੰ	ਪਲਾਟ ਨੰ/ਸੈਕਟਰ	ਸਾਈਜ਼ (ਵਰਗ ਗਜ਼)	ਪੁਰਾਣੇ ਪਲਾਟ ਦਾ ਰੇਟ (ਪ੍ਰਤੀ ਵਰਗ ਗਜ਼)	ਜਿਸ ਸਾਈਜ਼ ਦਾ ਪਲਾਟ ਤਬਦੀਲ ਕਰਨ ਦੀ ਸਿਫਾਰਸ਼ ਕੀਤੀ ਗਈ (ਵਰਗ ਗਜ਼)	ਵਧਿਆ ਹੋਇਆ ਰਕਬਾ ਜਿਸ ਦੀ ਕੀਮਤ ਪ੍ਰਚਲਿਤ ਰੇਟ ਤੇ ਵਸੂਲਣੀ ਹੈ (ਵਰਗ ਗਜ਼)	ਪ੍ਰਚਲਿਤ ਰੇਟ (ਪ੍ਰਤੀ ਵਰਗ ਗਜ਼)
1.	2112/68	125	3660/- ਰੁਪਏ	150	25	7200/- ਰੁਪਏ
2.	1049/68	100	2808/- ਰੁਪਏ	150	50	7200/- ਰੁਪਏ
3.	1050/68	100	2808/- ਰੁਪਏ	150	50	7200/- ਰੁਪਏ
4.	1045/68	100	1500/- ਰੁਪਏ	150	50	7200/- ਰੁਪਏ
5.	2012/68	300	1500/- ਰੁਪਏ	350	50	7200/- ਰੁਪਏ

ਭਵਿੱਖ ਵਿਚ ਜੋ ਪਲਾਟ ਉਸੇ ਸਾਈਜ਼ ਦੇ ਵਿਜੀਬਲ ਉਪਲਬੱਧ ਨਹੀਂ ਹੁੰਦੇ, ਉਹਨਾਂ ਨੂੰ ਰੀਜਨਲ ਪਲੈਨਿੰਗ ਅਤੇ ਡਿਜ਼ਾਇਨ ਕਮੇਟੀ ਵਲੋਂ ਦਿੱਤੀ ਗਈ ਸਿਫਾਰਸ਼ ਦੇ ਆਧਾਰ ਤੇ ਬਦਲਵਾਂ ਪਲਾਟ ਵੱਡੇ ਸਾਈਜ਼ ਦਾ ਅਲਾਟੀਆ ਤੋਂ ਵਧੇ ਰਕਬੇ ਦੀ ਪ੍ਰਚਲਿਤ ਕੀਮਤ ਤੇ ਦੱਟ ਦਾ ਅਧਿਕਾਰ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਪੁੱਡਾ ਨੂੰ ਦੇ ਦਿੱਤਾ ਗਿਆ।

Item No. 51.05

Disposal of 247 nos. residential plots in the Urban Estate Dugri Road, Phase 2 and 3 Ludhiana through auction.

Agenda item was not approved. It was decided that 247 nos. of residential plots in the Urban Estate, Phase 2 & 3 Dugri Road, Ludhiana be allotted by way of draw of lots.

Item No. 51.06

Representation of Sh. Gurinderjit Singh Sandhu, IAS regarding extension of another three years period for construction of Plot No. 1552, Sector 69, SAS Nagar (Mohali).

Deferred.

It is C.A. GMADA, who will
be dealing with it now.
Pl. examine & take up.
C.A. GMADA
To

ARDA
24/8

CA PUDA

23.1.05

Almora - 11
- 9 -

The Hon'ble Chief Minister Punjab &
Chairman Punjab Urban Planning & Development Authority,
Chandigarh.

Subject:- Grant of extension of three years period for the construction
of House on Plot No. 1552, Sector 69, SAS Nagar.

Sir,

I own a Plot No. 1552 in Sector 69, Mohali. I could not raise
construction on the above said plot within the prescribed period i.e. upto
(Physical Possession given in Sept '02)
31.12.2005. I was not able to raise this construction on account of being
busy with the various government assignments. It is requested that I may
be granted extension of 3 years period for construction of house without
imposing any extension fee keeping in view the exigency of my service.

Thanking you,

Yours sincerely,

G.S. Sandhu 23/8/06
(G.S. Sandhu)
Plot No. 1552, Sector 69,
Mohali.

Consolidation under
515, Sec 16-C
CHANDIGARH

RECEIVED
23-8-06
163624106/6771

ਪੰਜਾਬ ਸ਼ਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਿਟੀ

-10

Contd from previous page...

Apropos SHUD's orders on previous page, the case was discussed with SHUD on 12th September 2006. The files containing the approved proposals for Executive Committee and Finance & Accounts Committee of GMADA were also shown to SHUD for reference. In view of the approval of the constitution of the Executive Committee under the chairmanship of worthy CS, the competent authority for examining and considering policy relaxation, if so, would be the Executive Committee (exercising powers of the Authority).

The present case is not covered under the existing policy guidelines and all related issues have been elucidated in detail in paras 2 to 4 of my note on pages 63-64 ante. In view of the above, it is proposed that the instant file may be submitted to Hon'ble Chief Minister/ Chairman through worthy CS for passing appropriate orders regarding either placing the matter for consideration in the Executive Committee or confirmation of his earlier orders on file with reference to his orders on the PUC.

Submitted for orders please.

CA, GMADA
13.9.2006

SHUD This case relates to the request of Sh. G. S. Sandhu I.A.S., Financial Commissioner Co-Operation Punjab for the waiver of non-construction fee in case of a residential plot held by him in Mohali, Urban Estate.

2. C. S. may kindly see the notes of the CA, GMADA for page 63(n) ante.

C.A. GMADA
B.No - 98
dt 13/9/06

Secretary SHUD PU
Dt No 16/9/06
Dt 14/9/06

28
C.A. GMADA
Dt 13/9/06

Level
CW

Form overleaf

3. The non-construction fee amounting to Rs 72,000/- for the year 2006 is due from the allottee. Sh. Sandhu has requested to extend the requisite construction period by another three years without imposing any extension fees. Keeping view the exigency of service as he is involved in various engagements of the State Govt.
4. His case for exemption from the non-construction fees is not covered under the policy instructions issued on the 29.8.2002. In fact the whole case was examined & put up before the Finance Committee in the form of Agenda item (note at Page 51)
- ✓ No decision was taken by the Finance Committee as it was deferred.
5. Now the Honble C.M. has desired to allow the waiver of the non-construction fees vide his orders dated 23.8.2006 on the P.U.C.
6. Keeping in view the circumstances explained by Sh. Sandhu, waiver of non-construction fees may be allowed for three years as desired by the C.M. and ex-post facto approval

1617 P
18/9/06

From opposite page

ਪੰਜਾਬ ਸ਼ਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਿਟੀ

of the Executive Committee and the GMADA, in whose jurisdiction now the plot falls, may be obtained in the next meeting. Since the Executive Committee is headed by the C.S., this proposal is sent through him for approval of the C.M. who is also the chairman of GMADA.

PA/Chief Administrator

GMADA

D. No. 98

10/10/06

042
11/10/06

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18/9/06

6/4

Level

C.M.

Chairman
(GMADA)

C.S.

S. J. J. 5/10

AR Sharma

15/9/2006

Q. N.

19.5.06

Q. N.

6/4

~~CS~~

P.S. and

CA. GMADA.

6/4

ACA / (M)

T-9/2.

10/10/06

10/10/06

10/10/06

11/10

AB 03

12

Chief Secretary

Public. Government

Dist. No. 3759F

18/9/06

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ਅਜੰਡਾ ਆਈਟਮ ਨੰ: 1.09
(ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ)

ਵਿਸ਼ਾ: ਪਾਵਰ ਆਫ ਅਟਾਰਨੀ ਦਸਤਖਤ ਕਰਨ ਬਾਰੇ।

ਪੁੱਛਾ ਨੇ ਅਜੰਡਾ ਮੱਦ ਨੰ: 10.15 ਰਾਹੀਂ ਕੇਸਾਂ ਦੀ ਪੈਰਵਾਈ ਕਰਨ ਲਈ ਨਿਯੁਕਤ ਕੀਤੇ ਵਕੀਲ ਦੇ ਹੱਕ ਵਿਚ ਪਾਵਰ ਆਫ ਅਟਾਰਨੀ, ਜਵਾਬ ਦਾਵਾ, ਹਲਫ਼ਿਆ ਬਿਆਨ ਆਦਿ ਦਸਤਖਤ ਕਰਨ ਲਈ ਸਬੰਧਤ ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸਾਸਕ, ਮੁੱਖ ਇੰਜੀਨੀਅਰ, ਮੁੱਖ ਲੇਖਾ ਅਫਸਰ, ਆਰਕੀਟੈਕਟ, ਮਿਲਖ ਅਫਸਰ, ਮੰਡਲ ਇੰਜੀਨੀਅਰ ਨੂੰ ਅਧਿਕਾਰ ਦਿੱਤੇ ਸਨ ਅਤੇ ਨਾਲ ਹੀ ਇਹ ਵੀ ਫੈਸਲਾ ਕੀਤਾ ਸੀ ਕਿ ਜਵਾਬ ਦਾਵਾ, ਅਪੀਲ ਆਦਿ ਦਾ ਖਰੜਾ ਮੁੱਖ ਦਫਤਰ ਤੋਂ ਵੈਟ ਕਰਵਾਇਆ ਜਾਵੇਗਾ ਅਤੇ ਪੁੱਛਾ ਦੀ ਨੀਤੀ ਤੇ ਪ੍ਰਭਾਵ ਪਾਉਣ ਵਾਲੇ ਜਵਾਬ ਦਾਵੇ/ ਅਪੀਲਾਂ ਮੁੱਖ ਦਫਤਰ ਦੀ ਪ੍ਰਵਾਨਗੀ ਨਾਲ ਹੀ ਦਾਇਰ ਕੀਤੇ ਜਾਣਗੇ। ਇਸ ਤੋਂ ਇਲਾਵਾ ਅਥਾਰਟੀ ਦੇ ਕੋਰਟ ਕੇਸ ਜੋ ਕਿ ਅਥਾਰਟੀ ਦੇ ਵਿਰੁੱਧ ਡਿਸਾਇਡ ਹੁੰਦੇ ਹਨ, ਇਨ੍ਹਾਂ ਕੇਸਾਂ ਵਿਚ ਅਪੀਲ ਜਾਂ ਰਵੀਜ਼ਨ ਦਾਇਰ ਕਰਨ ਦੇ ਫੈਸਲੇ ਦਾ ਅਧਿਕਾਰ ਮੁੱਖ ਪ੍ਰਸਾਸਕ, ਪੁੱਛਾ ਨੂੰ ਦਿੱਤਾ ਗਿਆ ਹੈ।

ਪੰਜਾਬ ਸਰਕਾਰ ਵਲੋਂ ਪੰਜਾਬ ਰਿਜਨਲ ਐਡ ਟਾਊਨ ਪਲੇਨਿੰਗ ਐਡ ਡਿਵੈਲਪਮੈਂਟ ਐਕਟ, 1995 ਅਧੀਨ ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ ਸਥਾਪਿਤ ਕੀਤੀ ਹੈ। ਇਸ ਅਥਾਰਟੀ ਦੇ ਅਧਿਕਾਰ ਖੇਤਰ ਵਿਚ ਆਉਂਦਾ ਸਾਰਾ ਕੰਮ ਕਾਜ ਇਸ ਵਲੋਂ ਕੀਤਾ ਜਾਣਾ ਹੈ ਜਿਸ ਕਰਕੇ ਅਥਾਰਟੀ ਦੇ ਅਧਿਕਾਰੀਆਂ ਨੂੰ ਉਕਤ ਦਰਸਾਏ ਅਧਿਕਾਰ ਦਿੱਤੇ ਜਾਣੇ ਜ਼ਰੂਰੀ ਹੋ ਜਾਂਦੇ ਹਨ।

ਇਸ ਲਈ ਇਹ ਤਜਵੀਜ਼ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਵਕੀਲ ਦੇ ਹੱਕ ਵਿਚ ਪਾਵਰ ਆਫ ਅਟਾਰਨੀ, ਜਵਾਬਦਾਵਾ, ਹਲਫ਼ਿਆ ਬਿਆਨ ਆਦਿ ਦਸਤਖਤ ਕਰਨ ਦੇ ਅਧਿਕਾਰ ਅਥਾਰਟੀ ਦੇ ਅਧੀਨ ਕੰਮ ਕਰ ਰਹੇ ਸਬੰਧਤ ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸਾਸਕ, ਮੁੱਖ ਇੰਜੀਨੀਅਰ, ਮੁੱਖ ਲੇਖਾ ਅਫਸਰ/ ਲੇਖਾ ਅਫਸਰ, ਆਰਕੀਟੈਕਟ, ਮਿਲਖ ਅਫਸਰ, ਮੰਡਲ ਇੰਜੀਨੀਅਰ ਨੂੰ ਦੇ ਦਿੱਤੇ ਜਾਣ। ਜਵਾਬ ਦਾਵਾ/ ਅਪੀਲ ਆਦਿ ਦਾ ਖਰੜਾ ਮੁੱਖ ਦਫਤਰ ਤੋਂ ਹੀ ਵੈਟ ਕਰਵਾਇਆ ਜਾਇਆ ਕਰੇਗਾ ਅਤੇ ਅਥਾਰਟੀ ਦੀ ਨੀਤੀ ਤੇ ਪ੍ਰਭਾਵ ਪਾਉਣ ਵਾਲੇ ਜਵਾਬ ਦਾਵੇ/ ਅਪੀਲ ਆਦਿ ਮੁੱਖ ਪ੍ਰਸਾਸਕ ਦੀ ਪ੍ਰਵਾਨਗੀ ਨਾਲ ਹੀ ਦਾਇਰ ਕੀਤੇ ਜਾਇਆ ਕਰਨਗੇ। ਅਥਾਰਟੀ ਵਿਰੁੱਧ ਡਿਸਮਿਸ ਹੋਏ ਕੇਸਾਂ ਸਬੰਧੀ ਅਪੀਲ ਜਾਂ ਰਵੀਜ਼ਨ ਪਾਉਣ ਦਾ ਫੈਸਲਾ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਮੁੱਖ ਪ੍ਰਸਾਸਕ ਕੋਲ ਹੋਵੇਗਾ।

ਮਾਮਲਾ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਕੋਲ ਵਿਚਾਰਨ ਅਤੇ ਪ੍ਰਵਾਨਗੀ ਹਿਤ ਪੇਸ਼ ਹੋ ਜੀ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ: 1.10
(ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ)

ਵਿਸ਼ਾ:- ਮੋਹਾਲੀ ਵਿਖੇ ਰੈਡ ਕਰਾਸ ਭਵਨ ਵਾਸਤੇ ਭੌ ਅਲਾਟ ਕਰਨ ਬਾਰੇ।

1.0 ਨਵਾਂ ਜਿਲ੍ਹਾ ਐਸ.ਏ.ਐਸ.ਨਗਰ ਦੇ ਹੋਂਦ ਵਿਚ ਆਉਣ ਤੇ ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ, ਐਸ.ਏ.ਐਸ.ਨਗਰ ਵਲੋਂ ਪੱਤਰ ਮਿਤੀ 3-5-2006 ਰਾਹੀਂ ਦੱਸਿਆ ਗਿਆ ਹੈ ਕਿ ਰੈਡ ਕਰਾਸ ਸੋਸਾਇਟੀ ਦੁਨੀਆਂ ਵਿਚ ਭਲਾਈ ਵਜੋਂ ਮੰਨੀ ਗਈ ਸਭ ਤੋਂ ਪ੍ਰੀਮੀਅਰ ਸੰਸਥਾ ਹੈ ਅਤੇ ਇਸ ਸੋਸਾਇਟੀ ਦਾ ਕੰਮ ਸਮਾਜ ਦਾ ਭਲਾ ਕਰਨਾ ਹੈ ਅਤੇ ਖਾਸ ਕਰਕੇ ਗਰੀਬ ਅਤੇ ਲੋੜ ਮੰਦ ਲੋਕਾਂ ਦੀ ਮਦਦ ਕਰਨਾ ਹੈ। ਇਸ ਲਈ ਜਮੀਨ ਦੀ ਅਲਾਟਮੈਂਟ ਨੋਮੀਨਲ ਰੇਟ ਤੇ ਕੀਤੀ ਜਾਵੇ। ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ, ਐਸ.ਏ.ਐਸ.ਨਗਰ ਵਲੋਂ ਇਕ ਹੋਰ ਪੱਤਰ ਮਿਤੀ 4-5-2006 ਰਾਹੀਂ ਦੱਸਿਆ ਗਿਆ ਹੈ ਕਿ ਜਿਲ੍ਹਾ ਰੈਡ ਕਰਾਸ ਸੋਸਾਇਟੀ ਦੀ ਸਥਾਪਨਾ ਮਹਾਂ-ਮਹਿਮ ਗਵਰਨਰ, ਪੰਜਾਬ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਗਠਿਤ ਕੀਤੀ ਜਾ ਚੁੱਕੀ ਹੈ ਅਤੇ ਸੋਸਾਇਟੀ ਦੇ ਭਵਨ ਵਾਸਤੇ 2-6 ਕਨਾਲ ਭੌ ਐਸ.ਏ.ਐਸ.ਨਗਰ ਵਿਖੇ ਮੁਫਤ ਅਲਾਟ ਕਰਨ ਲਈ ਉਨ੍ਹਾਂ ਵਲੋਂ ਸਿਫਾਰਸ਼ ਕੀਤੀ ਗਈ ਹੈ, ਤਾਂ ਜੋ ਸੋਸਾਇਟੀ ਆਪਣੀ ਕਾਰ-ਗੁਜ਼ਾਰੀ ਸ਼ੁਰੂ ਕਰ ਸਕੇ। ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ, ਐਸ.ਏ.ਐਸ.ਨਗਰ ਨੂੰ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਸੂਚਨਾ ਭੇਜਣ ਲਈ ਲਿਖਿਆ ਗਿਆ ਸੀ :-

1. Area required for Red Cross Bhawan.
2. Agency in whose favour allotment has to be made, whether Govt. or some Society. If Society, then Registration certificate, Memorandum of Association, consent etc. be sent.
3. By who the Bhawan will be built up/maintained.

2.0 ਉਪਰੋਕਤ ਨੁਕਤਾ ਨੰ:1 ਦੇ ਸਬੰਧ ਵਿਚ ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ ਨੇ ਦੱਸਿਆ ਕਿ ਰੈਡ ਕਰਾਸ ਭਵਨ ਵਿਚ ਹੀ ਸੀਨੀਅਰ ਸਿਟੀਜਨ ਹੋਮਜ਼ ਦੀ ਉਸਾਰੀ ਕੀਤੀ ਜਾਣੀ ਹੈ ਇਸ ਲਈ ਇਕ ਏਕੜ ਭੌ ਮੁਫਤ ਅਲਾਟ ਕਰਨ ਦੀ ਮੰਗ ਕੀਤੀ ਹੈ। ਨੁਕਤਾ ਨੰ: 2 ਅਤੇ 3 ਤੇ ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ ਵਲੋਂ ਕੋਈ ਰਿਪੋਰਟ/ਸੂਚਨਾ ਪ੍ਰਾਪਤ ਨਹੀਂ ਹੋਈ।

3.0 ਸੰਸਥਾਵਾਂ ਸਾਈਟਾਂ ਦੀ ਅਲਾਟਮੈਂਟ ਸਬੰਧੀ ਰਿਵਾਈਜ਼ਡ ਪਾਲਿਸੀ ਅਤੇ ਰੇਟਸ ਪ੍ਰਭਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੀ 51ਵੀਂ ਮੀਟਿੰਗ ਜੋਕਿ ਮਿਤੀ 20-7-06 ਨੂੰ ਹੋਈ ਸੀ, ਪ੍ਰਵਾਨ ਕੀਤੀ ਗਈ ਹੈ। ਪਾਲਿਸੀ ਮੁਤਾਬਿਕ ਸੰਸਥਾਵਾਂ ਨੂੰ ਸਾਈਟਾਂ ਦੀ ਅਲਾਟਮੈਂਟ, ਸਰਕਾਰ ਅਤੇ ਸਰਕਾਰ ਅਧੀਨ ਆਉਂਦੇ ਅਦਾਰਿਆਂ ਨੂੰ ਛੱਡਕੇ ਬਾਕੀ ਦੀ ਅਲਾਟਮੈਂਟ ਵਿਗਿਆਪਨ ਰਾਹੀਂ ਅਰਜੀਆਂ ਮੰਗ ਕੇ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਅਤੇ ਸਿੱਧੇ ਤੌਰ ਤੇ ਪ੍ਰਾਪਤ ਹੋਈਆਂ ਅਰਜੀਆਂ ਨੂੰ ਵਿਚਾਰਣ ਦਾ ਕੋਈ ਉਪਬੰਧ ਨਹੀਂ ਹੈ। ਪਾਲਿਸੀ ਮੁਤਾਬਿਕ ਅਜਿਹੇ ਮੰਤਵ ਲਈ ਵੱਧ ਤੋਂ ਵੱਧ 2000 ਵ.ਗ: ਤੱਕ ਜਮੀਨ ਅਲਾਟ ਕੀਤੀ ਜਾ ਸਕਦੀ ਹੈ। ਜਿਥੇ ਤੱਕ ਅਲਾਟ ਕੀਤੀ ਜਾਣੀ ਵਾਲੀ ਜਮੀਨ ਦੀ ਕੀਮਤ ਦਾ ਸਬੰਧ ਹੈ, ਪ੍ਰਭਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਮੁਤਾਬਿਕ ਮੋਹਾਲੀ ਵਿਖੇ ਅਜਿਹੇ ਮੰਤਵ ਲਈ ਜੇਕਰ ਜਮੀਨ ਅਲਾਟ ਕਰਦੇ ਹਾਂ ਤਾਂ 1000 ਵ.ਗ: ਤੱਕ ਜਮੀਨ ਦੀ ਕੀਮਤ 4000/-ਰੁ: ਪ੍ਰਤੀ ਗਜ਼ ਵਸੂਲੀ ਜਾਵੇਗੀ, ਪਰ 1000 ਵ.ਗ: ਤੋਂ ਵੱਧ ਅਤੇ 2000 ਵ.ਗ: ਤੱਕ ਦਾ ਰੇਟ 7950/- ਪ੍ਰਤੀ ਵ.ਗ: ਦੇ ਮੁਕਾਬਲੇ ਨਾਲ ਮਿਥਿਆ ਗਿਆ ਹੈ।

4.0 ਇਸ ਮੰਤਵ ਲਈ ਐਸ.ਏ.ਐਸ. ਨਗਰ ਵਿਖੇ ਟਾਊਨ ਪਲੈਨਿੰਗ ਵਿੰਗ ਦੀ ਰਿਪੋਰਟ ਅਨੁਸਾਰ ਸੈਕਟਰ 71 ਵਿਖੇ 0.81 ਏਕੜ ਭੋਂ ਦਾ ਰਕਬਾ ਖਾਲੀ ਪਿਆ ਹੈ ਜੋ ਤਿਕੋਣੀ ਹੈ ਅਤੇ ਜੇਕਰ ਪਾਲਿਸੀ ਮੁਤਾਬਕ ਇਸ ਮੰਤਵ ਲਈ ਇਸ ਸਾਈਟ ਵਿਚ 2000 ਵ:ਗ: ਤੱਕ ਜ਼ਮੀਨ ਅਲਾਟ ਕਰਦੇ ਹਾਂ, ਤਾਂ ਬਾਕੀ ਦਾ ਰਕਬਾ ਕਿਸੇ ਹੋਰ ਮੰਤਵ ਲਈ ਨਹੀਂ ਵਰਤਿਆ ਜਾ ਸਕਦਾ। ਇਸ ਲਈ ਸਾਰੀ ਸਾਈਟ ਜੋ 0.81 ਏਕੜ ਹੈ, 1000 ਵ:ਗ: ਤੱਕ 4000/-ਰੁ: ਪ੍ਰਤੀ ਵਰਗ ਗਜ਼ ਅਤੇ ਬਾਕੀ ਬਚਦੀ ਭੋਂ 7950/-ਰੁ: ਪ੍ਰਤੀ ਵਰਗ ਗਜ਼ ਰੇਡ ਕਰਾਸ ਭਵਨ ਦੀ ਉਸਾਰੀ ਲਈ ਅਲਾਟ ਕਰਨੀ ਉਚਿਤ ਹੋਵੇਗੀ ਕਿਉਂਜੋ ਉੱਥੇ ਵੀ ਰਹਿੰਦੀ ਸਾਈਟ ਤੇ ਅਣ-ਅਧਿਕਾਰਤ ਕਬਜ਼ਾ ਹੋਣ ਦਾ ਖਦਸਾ ਰਹਿੰਦਾ ਹੈ।

ਅਜੰਡਾ ਨੋਟ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਅਗੇ ਵਿਚਾਰਣ ਅਤੇ ਫੈਸਲੇ ਹਿੱਤ ਪੇਸ਼ ਹੋ ਜੀ।

AGENDA ITEM NO. 1.11
(EXECUTIVE COMMITTEE)

Subject: Allotment of land to Punjab Golf Association.

1.0 Punjab Golf Association had applied for the allotment of land on leasehold basis for Golf driving range and requested to allot a piece of land measuring between 35 to 40 acres, which is available behind the Punjab Commando Complex, Phase XI, Mohali on the same terms and conditions as done by the Chandigarh Administration for Chandigarh Golf Association. The association in their application had submitted that Punjab Golf Association is a registered body and was formed in 1997 with an aim to promote and popularize the game of golf in the State of Punjab (**Annexure-I**).

2.0 As per the existing policy of PUDA, there is no provision to allot land on lease hold basis for Golf range. Further, as per the existing policy the Govt. offices/ Board, Corporations can apply for allotment of land without advertisement for calling the applications. The Punjab Golf Association is a registered society with Registrar of societies vide Registration No. 212 of 1997-98, as such it does not cover under the existing policy for allotment of land without calling the applications through advertisement.

3.0 Regional Planning and Design Committee, Mohali Zone in its 37th meeting held on 17-8-04 approved the land measuring 14.26 acre in Sector 65, Mohali for Golf training facilities. Further members of the Planning and Design Committee in its 38th meeting held on 2-1-04, ACA, Mohali were informed that CA, PUDA has approved this land for Golf Range (**Annexure-II**).

4.0 In the absence of policy to allot land on lease hold basis for Golf Range, one of the option to develop the Golf Range can be considered by public private participation mode for which bids can be invited by giving the advertisement in the Newspapers. For this detailed terms and conditions can be worked out once it is principally decided to develop Golf Range by this mode after appointing the consultants who have the experience in this regard.

5.0 It is also brought to notice that in U.T. Chandigarh, allotment of land for Golf Driving Range has been made to Golf Club Association on monthly rent of Rs. 100/- for the first year and escalation by 10% every year for a period of five years. In HUDA, the Golf Range has been set up at Panchkula by HUDA itself and the HUDA is running the same. The Chief Secretary of the Haryana Government is the Chairman of the Club and Chief Administrator, HUDA is the Secretary of the Club.

6.0 A Sub-Committee under the Chairmanship of Additional Chief Administrator (Policy) was constituted to propose preliminary guidelines for allotment of land for Golf Range, which could be approved by Finance and Accounts Committee of PUDA. The Committee has submitted the recommendations that an association can be formed on the pattern of HUDA to run the club under the overall control of CA, GMADA (**Annexure-III**).

7.0 It has been felt that since golf is a lifestyle sport, the site can be offered on public private partnership to interested Private Developers of repute with proven track in developing similar facilities through an open process by inviting expressions of interest and GMADA can possibly generate some revenue through annuity based accruals or other revenue sharing model.

In view of the above, matter is placed before the Executive Committee for consideration and decision.

President

S.K. Sharma IPS

Sector 39-A,

Chandigarh

Phone : 698918 (R)

Mobile : 98141-40525



Gen. Secretary

Col. B.S. Kahlon (Retd.)

5458, Sector 38 west

Chandigarh

Phone : 616513 (O)

629888 (H)

PUNJAB GOLF ASSOCIATION

S.C.O. 28, 1st FLOOR, SECTOR 33-D, CHANDIGARH

Registered with Registrar of Companies, Registration Number 212 of 01997-98

No. PGA/2002/050

Dated : 29 July 2002

To

The Chief Minister
Punjab.

To examine & put up the case

S.H.U.D. immediately. *[Signature]*9.8.2002
Minister, P.B.Sub : CREATION OF GOLF TRAINING FACILITIES AT SAS NAGAR MOHALI

Respected Sir,

Punjab Golf Association, a registered body was formed in 1997, with an aim to promote and popularize the game of golf in the state of Punjab. The state having golf talent in abundance was not getting the due representation at national as well as international levels and the promising golfers were not being guided properly. The Punjab Golf Association under the patronage of dedicated and experienced golfers thus came forward to shoulder the responsibility. The association in its earnest efforts has been able to create an atmosphere, wherein appreciable change is being felt on the golf scene of the state. The efforts achieved commendable results when the state golf team won the gold medals in the individual as well as team event in the recently held National games - 2001.

The game is particularly becoming popular in the urban centers. SAS Nagar, Mohali has grown in to a big urban centre adjoining Chandigarh. But devoid of any golf training facilities, the association is handicapped in catering to the need of local populace. The membership of Chandigarh Golf Club the only golf club available near Mohali is hard to get. As on today it will take about 7 to 8 years or may be more to get the membership of Chandigarh Golf Club.

Chandigarh administration, as you know has already taken a step towards this direction by leasing out a piece of land to Chandigarh Golf Association. Golf

Sr. Vice Presidents

H.S. Sidhu, IPS (Admn.)
Bal Krishan Singh (Orgn.)
Col. H. S. Baidwan (Tech.)
B.S. Makkar (Dev.)

Vice Presidents

Dr. Iqbal Singh
D.S. Garcha, IPS
H.S. Nijjar

Joint Secretaries

M.N. Sharma
Dr. Varinder Rampal
M.P.S. Maan

Treasurer

Yashvir Mahajan, PCS

Executives

Rupinder Singh, PPS
Dr. K.N.S. Dhillon
Surinder Singh Babla
Dr. S.P.S. Dhillon
Gurjit Singh Sekhon

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PUNJAB GOLF ASSOCIATION

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driving range with a club has already been created adjacent to Chandigarh Golf Club. The same action on the part of state of Punjab through PUDA is much desired and will go a long way in catering for the interest of the large number of keen golfers in and around Mohali.

Sir, golf is an activity which involves intensive plantation and greening of the area. Thus helps in maintaining a green belt and ecological balance. Any golf facility therefore created will automatically look after this aspect of ecology.

It is reliably learnt that an uneven and low lying piece of land measuring 10 acres with storm water choes flowing behind the Punjab Commando Complex, Phase - XI, Mohali is vacant. The land is not fit for construction of any dwelling and commercially not viable. But with concerted efforts the area can be developed into a green belt by creating golf coaching facilities.

In view of the above, it is requested that the unused land available, behind the Punjab Commando Complex, Phase - XI, Mohali be earmarked and leased out to Punjab Golf Association for establishing a Golf Driving Range on the same terms and conditions as done by the Chandigarh Administration for Chandigarh Golf Association. This will undoubtedly meet the much desired requirement of people of and area around Mohali.

Hoping for a favourable consideration and early action in this regard.

With warm regards.

20.4.7

Yours. Sincerely,

Please see if they can

be helped

30/7

20.4.7
20.7.2002

(S.K. Sharma, IPS)
President,
PGA.

UHM

Sr. Vice Presidents

H.S. Sidhu, IPS (Admn.)
Bal Krishan Singh (Orgn.)
Col. H. S. Baidwan (Tech.)
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Dr. K.N.S. Dhillon
Surinder Singh Babla
Dr. S.P.S. Dhillon
Gurjit Singh Sekhon

MINUTES OF THE 37th MEETING OF REGIONAL PLANNING AND DESIGN COMMITTEE OF MOHALI ZONE HELD ON 17.8.2004 AT 10.30 A.M. UNDER THE CHAIRMANSHIP OF SH. YASHVIR MAHAJAN, PCS ADDITIONAL CHIEF ADMINISTRATOR, PUDA, MOHALI.

The following were present:-

1. Sh. K.K. Kaul, Senior Town Planner, PUDA, SAS Nagar.
2. Sh. Sohan Singh, SE (C), PUDA, SAS Nagar.
3. Sh. T.K. Goel, PCS E.O., UDA, SAS Nagar.
4. Sh. Gurpreet Singh, DTP, SAS Nagar.
5. Sh. Jatinder Mohan, DE(C-1), PUDA, SAS Nagar.
6. Sh. S.K. Khosla, DE(PH-1), PUDA, SAS Nagar.
7. Sh. Pawan Sharma, Architect (Planning), PUDA, SAS Nagar.
8. Mrs. Namrita Kalsi, Architect, PUDA, SAS Nagar.
9. Mrs. Bhushan Sharma, Asstt. Architect, PUDA, SAS Nagar.
10. Mrs. Daljit Kaur, PO (TP Wing) PUDA, SAS Nagar.
11. Sh. Subhash Rana, ADO (Policy) PUDA, SAS Nagar.

Item No. 37.01

Confirmation of minutes of 36th Regional Planning and Design Committee meeting held on 2-8-04.

Minutes of 36th Regional Planning and Design Committee meeting held on 2.8.04 and issued vide letter no. PUDA-TPW-04/2787-98 dated 11-6-04 were confirmed.

Item No. 37.02

Review of actions taken on the decisions of 36th meeting of Regional Planning and Design Committee.

i) Construction of EWS Houses at SAS Nagar.

It was informed during the meeting that some encroachments are existing adjoining the bridge in this pocket. It was decided that the pocket be physically demarcated at site by the Engineering Wing with the help of Estate Office on priority. It was also decided to remove the unauthorized occupation on the site.

(Action by SE/EO)

ii) Acquisition of land falling between Railway line and Industrial Area, Phase-IX/Bulk Material market at SAS Nagar.

It was decided that notification under section 4 of the Land Acquisition Act, 1894 be prepared within two weeks time for putting up the case to HQ. for taking necessary action regarding acquisition of this pocket, falling between Railway line and Industrial area, Phase-IX/Bulk Material market at SAS Nagar.

(Action by LAC)

iii) Utilisation of 'Special Purpose' pocket (14.20 acre) in Sector-66, SAS Nagar.

The Committee after considering the report of Sh. S.N. Kohli, O/o Chandigarh Architecture Centre sent by S.E.(M) vide letter dated 28-6-04, approved the use of 14.20 acres site for golf training facilities. The issue would be taken up by ACA (Mohali) with head office for necessary action in the matter.

(Action by ACA(M)/STP)

5

MINUTES OF THE 38TH MEETING OF REGIONAL PLANNING AND DESIGN COMMITTEE OF MOHALI ZONE HELD ON 2-12-2004 AT 10.30 A.M. UNDER THE CHAIRMANSHIP OF SH. YASHVIR MAHAJAN, PCS ADDITIONAL CHIEF ADMINISTRATOR, PUDA, MOHALI.

The following were present: -

1. Sh. K.K.Kaul, Senior Town Planner, PUDA, SAS Nagar.
2. Sh. Sohan Singh, SE (C), PUDA, SAS Nagar.
3. Sh. Satinder Singh, Senior Architect, PUDA.
4. Sh. D.S. Sandhu, PCS E.O., PUDA, SAS Nagar.
5. Sh. P.S. Sodhi, PCS Land Acquisition Officer.
6. Sh. Gurpreet Singh, DTP, SAS Nagar.
7. Sh. Jatinder Mohan, DE(C-1), PUDA, SAS Nagar.
8. Sh. Amarjit Singh, DE(PH-I), PUDA, SAS Nagar.
9. Sh. Pawan Sharma, Architect (Planning), PUDA, SAS Nagar.
10. Mrs. Namrita Kalsi, Architect, PUDA, SAS Nagar.
11. Mrs. Ishar Roop Kaur, E.O. (R), PUDA, Mohali.
12. Sh. Pankaj Bawa, ATP, O/o DTP (Mohali).
13. Mrs. Daljit Kaur, PO (TP Wing) PUDA, SAS Nagar.

Item No.38.01

Confirmation of minutes of 37th Regional Planning and Design Committee meeting held on 17-8-04.

Minutes of 37th Regional Planning and Design Committee meeting held on 17-8-04 and issued vide letter no. PUDA-TPW-04/4190-99 dated 13-9-04 were confirmed.

Item No.38.02

Review of actions taken on the decisions of 37th meeting of Regional Planning and Design Committee.

i) Construction of EWS Houses at SAS Nagar.

It was informed by SE during the meeting that the site has been surveyed and survey plan of the site has been sent to S.T.P. (PUDA). STP informed that Sr. Architect, PUDA has been requested to finalise the design of EWS houses. It was decided that the design shall be finalized at the earliest to undertake the construction of houses in a time-bound manner.

(Action by Sr.Arch.)

ii) Acquisition of land falling between Railway line and Industrial Area, Phase-IX/Bulk Material market at SAS Nagar.

LAC informed that notification u/s 4 of the Land Acquisition Act, 1894 has been issued for the land falling between railway line & Industrial area. LAC was requested to monitor the progress of the case.

(Action by LAC)

Since no further action is required at the level of RPI Committee, the item is dropped.

(iii) Utilisation of 'Special Purpose' pocket (14.26 acre) in Sector 65, SAS Nagar.

ACA (M) informed the Committee members that the site has been principally approved by the C.A. (PUDA) for Golf Range after visiting the site. It was decided that ACA (Policy) be requested to do the needful for finalizing the terms and conditions of allotment along with the price of the land to be charged from the Punjab Golf Association.

(Action by ACA(M)/STP)

Since no further action is required at the level of RPD Committee, the item is dropped.

(iv) Architectural design of Meat & Fish Market in Sector 69, SAS Nagar.

DTP (M) informed that the matter regarding alternative site was taken up with the Punjab Mandi Board for providing this facility in the Food & Vegetable Market being developed in the East of sector 65, SAS Nagar. No response has been received from the Punjab Mandi Board. DTP (M) was requested the necessary follow up.

(Action by DTP (M))

(v) Layout plan of Judges Cooperative House Building Society Sector 77, SAS Nagar.

After detailed discussions, it was decided that the layout plan of the scheme shall be sanctioned by EO (M) after seeking advice from the Building Plan Approval Committee & the copy of the sanctioned plan be issued to the society for their reference. LAC informed that the unacquired pocket has been notified u/s 4 of the Land Acquisition Act, 1894.

(Action by EO(M))

(vi) Architectural design of Rehri Market Sector-55, SAS Nagar.

Taken up separately in the main agenda.

(vii) Request for identification of site for Govt. Dispensary in Sector 65 in lieu of Sector 64, SAS Nagar.

It was informed in the meeting that Civil Surgeon Reop Nagar vide letter No. 680 dated 5.10.04 has informed that Punjab Govt. has given approval for construction of dispensary in sector 65, SAS Nagar. Therefore, the site for the purpose may kindly be allotted to the Health Deptt.

It was decided that the issue be referred to ACA (Policy) for taking necessary action regarding allotment of site.

(Action by STP/ACA (Policy))

Agenda Item No. 1.12
(Policy Branch)

Subject: To consider the matter regarding allotment of land for setting up Kendriya Vidyalaya at SAS Nagar.

1.0 Kendriya Vidyalaya Sangathan has been making requests since long for allotment of School Site free of cost at SAS Nagar for the purpose of setting up Kendriya Vidyalaya. As per policy of PUDA, allotment of school sites to such institutions can not be allotted free of cost, as such the Sangathan was asked to approach the Government.

2.0 Principal Secretary to Government of Punjab, Department of Defence Services Welfare vide his D.O dated 24-2-2006 (**Annexure-I**) had conveyed the orders of Hon'ble Chief Minister for allotment of one school site free of cost for setting up Kendriya Vidyalaya, out of the school sites allotted to Education Department for Government schools. No school site out of the sites for government schools in the developed sectors is available which can be considered for setting up Kendriya Vidyalaya. As such, the request of Department of Defence Services Welfare can be considered for school site in new sectors 76-80 for setting up of Kendriya Vidyalaya. As per report of Divisional Town Planner, SAS Nagar (**Annexure-II**) 13 Nos. school sites are available in Sectors 76-80, but the possession of site can only be offered after the court cases pending for the land acquisition are finalised.

3.0 As per policy, allotment of government school sites is made to Education Department free of cost, whereas in the case of Centre Government, Autonomous/Statutory Bodies/ Semi Government/ Universities set up by Statute of Centre/State Government Societies and Trusts promoted by State/Centre Government, allotment is made @ 50% of prevailing highest residential reserve price fixed for the concerned Urban Estate. Rate for school site in Mohali is Rs. 4000/- per sq. yd.

Matter regarding allotment of a school site about 3.00 acres in one of the new Sectors 76-80 at SAS Nagar to the Department of Defence Services Welfare, Punjab for setting up of a Kendriya Vidyalaya by the Kendriya Vidyalaya Sangathan free of cost on the pattern of allotment of these sites to the Education Department is placed before the Executive Committee for consideration and decision.



ਗੀਤਿਕਾ ਕਲਹਾ, ਆਈ. ਏ. ਐਸ.
Principal Secretary
ਪ੍ਰਿੰਸੀਪਲ ਸਕੱਤਰ

Tele No. :
ਟੈਲੀਫੋਨ ਨੰ.

2742131

On Ch. : 5/2/81
Dy. No. : 5/2/81
Dated : 5/2/81

O. No. 3/6/2-5/733
ਪ੍ਰ. ਸ. ਨੰ.

Government of Punjab

ਪੰਜਾਬ ਸਰਕਾਰ

Department of

ਰੱਖਿਆ ਸੇਵਾਵਾਂ ਭੁਲਾਈ

Chandigarh, the
ਚੰਡੀਗੜ੍ਹ

ਵਿਸ਼ਾ:- ਮੁਹਾਲੀ ਵਿਖੇ ਕੇਂਦਰੀਆ ਵਿਦਿਆਲਾ ਖੋਲਣ ਬਾਰੇ।

ਕਿਰਪਾ ਕਰਕੇ ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਵੱਲ ਧਿਆਨ ਦੇਣ ਦੀ ਖੋਜ ਕੀਤੀ ਜਾਵੇ।

ਮੁਹਾਲੀ ਵਿਖੇ ਅਤੇ ਇਸ ਦੇ ਨਾਲ ਲੱਗਦੇ ਏਰੀਏ ਵਿਚ ਵੱਸਦੇ ਅਤੇ ਸੈਟਲਡ ਹੋਏ ਸਾਬਕਾ ਫੌਜੀਆਂ ਅਤੇ ਨੌਕਰੀ ਕਰ ਰਹੇ ਫੌਜੀਆਂ ਦੀ ਵੱਡੀ ਗਿਣਤੀ, ਜੋ ਕਿ ਲੱਗਭੱਗ 8 ਤੋਂ 10 ਹਜ਼ਾਰ ਦੇ ਵਿਚ ਹਨ, ਨੂੰ ਮਦਿ ਨਜ਼ਰ ਰੱਖਕੇ ਅਤੇ ਇਸ ਸਬੰਧੀ ਮੁਹਾਲੀ ਵਿਖੇ ਕਈ ਸੰਗਠਨਾਂ ਤੋਂ ਕਾਫੀ ਸਮੇਂ ਤੋਂ ਇਸ ਕੇਂਦਰੀਆ ਵਿਦਿਆਲਿਆ ਖੋਲਣ ਸਬੰਧੀ ਕੀਤੀ ਜਾ ਰਹੀ ਮੰਗ ਨੂੰ ਧਿਆਨ ਵਿਚ ਰੱਖਕੇ, ਇਸ ਵਿਭਾਗ ਵਲੋਂ ਮੁਹਾਲੀ ਵਿਖੇ ਇਕ ਕੇਂਦਰੀਆ ਵਿਦਿਆਲਿਆ ਖੋਲਣ ਦੀ ਤਜਵੀਜ਼ ਹੈ ਤਾਂ ਜੋ ਇਹਨਾਂ ਸੈਨਿਕਾਂ ਦੇ ਜੋ ਬੱਚੇ ਨੌਕਰੀ ਦੇ ਦੌਰਾਨ ਦੇਸ ਦੇ ਦੂਰ ਦੁਰਾਡੇ ਕੇਂਦਰੀ ਵਿਦਿਆਲਿਆ ਵਿਚ ਪੜ੍ਹਦੇ ਹਨ, ਅਜਿਹੇ ਬੱਚੇ ਸੈਨਿਕਾਂ ਦੇ ਸੇਵਾ ਮੁਕਤ ਹੋਣ ਉਪਰੰਤ ਮੁਹਾਲੀ, ਉਹਨਾਂ ਦੇ ਨਿਵਾਸ ਨੇੜੇ ਕਿਸੇ ਕੇਂਦਰੀ ਵਿਦਿਆਲਿਆ ਤੋਂ ਸਿੱਖਿਆ ਪ੍ਰਾਪਤ ਕਰ ਸਕਣ ਅਤੇ ਅੱਛੇ ਰੋਜ਼ਗਾਰ ਪ੍ਰਾਪਤ ਕਰ ਸਕਣ।

3. ਕੇਂਦਰੀ ਵਿਦਿਆਲਿਆ ਭਾਰਤ ਸਰਕਾਰ ਦੀਆਂ ਕੇਂਦਰੀ ਵਿਦਿਆਲਿਆ ਖੋਲਣ ਸਬੰਧੀ ਹਦਾਇਤਾਂ ਅਨੁਸਾਰ ਕੇਂਦਰੀ ਵਿਦਿਆਲਾ ਖੋਲਣ ਲਈ ਜਮੀਨ ਵਿਭਾਗ/ਪੰਜਾਬ ਸਰਕਾਰ ਵਲੋਂ ਫਰੀ ਆਫ ਕਾਸਟ ਕੇਂਦਰੀ ਸੰਗਠਨ ਨੂੰ ਮੁਹੱਈਆ ਕੀਤੀ ਜਾਵੇਗੀ ਅਤੇ ਉਸ ਉਤੇ ਵਿਦਿਆਲਿਆ ਦੀ ਉਸਾਰੀ ਉਤੇ ਆਉਣ ਵਾਲਾ ਸਾਰਾ ਖਰਚਾ ਕੇਂਦਰੀ ਵਿਦਿਆਲਿਆ ਸੰਗਠਨ ਵਲੋਂ ਹੀ ਕੀਤਾ ਜਾਵੇਗਾ।

4. ਵਿਭਾਗ ਵਲੋਂ ਇਸ ਤਜਵੀਜ਼ ਨੂੰ ਮਾਨਯੋਗ ਮੁੱਖ ਮੰਤਰੀ ਜੀ ਨੂੰ ਪ੍ਰਵਾਨਗੀ ਲਈ ਪੇਸ਼ ਕੀਤਾ ਗਿਆ ਸੀ, ਉਹਨਾਂ ਵਲੋਂ ਇਸ ਸਬੰਧ ਵਿਚ ਹੇਠ ਅਨੁਸਾਰ ਹੁਕਮ ਕੀਤੇ ਗਏ ਹਨ:-

" C.M. has been apprised of the proposal as noted on pre-page. He has observed that it would be more appropriate to follow the norms of CBSE for establishing a new Senior Secondary School. It is gathered that in such cases the regulations of CBSE provide for an area of three acres to set up a new Senior Secondary School.

2.0 Further, it is gathered that a large number of sites allotted/to be allotted by PUDA for Government Schools are lying vacant in Mohali. It would be more appropriate, if the Department of Education and PUDA could be requested to earmark one of these sites for establishing a new Kendria Vidyalaya in Mohali.

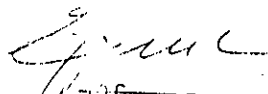
3 C PSDSW may take action accordingly and submit a report for the information of C M. within a fortnight."

133

ਸਾਨਯਗ ਮੁੱਖ ਸੰਤਰੀ ਜੀ ਵਲੋਂ ਚਪਰਕਤ ਅਨੁਸਾਰ ਕੀਤੇ ਹੁਕਮਾਂ ਦੇ ਸਨਮੁੱਖ ਬੇਨਤੀ ਹੈ ਕਿ ਸਾਰੀ ਵਿਖੇ ਸਰਕਾਰੀ ਸਕੂਲਾਂ ਲਈ ਅਲਾਟ ਕੀਤੀਆਂ ਗਈਆਂ ਕਾਫੀ ਸਾਈਟਸ ਖਾਲੀ ਪਈਆਂ ਹਨ, ਇਹਨਾਂ ਵਿਚੋਂ ਇਕ ਸਾਈਟ ਇਸ ਵਿਭਾਗ ਨੂੰ ਕੰਦਰੀਆਂ ਵਿਦਿਆਲਿਆਂ ਖੋਲਣ ਲਈ ਫਰੀ-ਆਫ ਕਮਾਟ ਜਲਦੀ ਅਲਾਟ ਕਰਨ ਦੀ ਪੇਚਲ ਕੀਤੀ ਜਾਵੇ।

ਮੁੱਖ ਮੰਤਰੀ

ਹਿਤ,


(ਰੀਜ਼ਿਕਾ ਕਲਗਾ)

ਸ਼੍ਰੀ ਏ.ਐਸ. ਛੱਤਵਾਲ, ਆਈ.ਏ.ਐਸ.,

ਮੁੱਖ ਪ੍ਰਬੰਧਕ, ਪੁਡਾ,

ਪੁਡਾ ਰਵਨ ਫੋਜ਼-੧,

ਐਸ. ਏ. ਐਸ. ਨਗਰ (ਮੁਹਾਲੀ)

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 214
 29.11.06
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ਵਲੋਂ

ਜਿਲਾ ਨਗਰ ਯੋਜਨਾਕਾਰ,
 ਐਸ.ਏ.ਐਸ.ਨਗਰ

ਮਿਤਾ ਵਿਖੇ

ਪ੍ਰਬੰਧਕ ਅਫਸਰ (ਐਡਮਨ/ਪਾਲਿਸੀ)
 ਦਫਤਰ, ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਗੁਮਾਡਾ, ਮੁਹਾਲੀ।

ਯਾਦ ਪੱਤਰ ਨੰ: 373 ਡੀਟੀਪੀ(ਐਸ)/ MS-76-80
 ਮਿਤੀ: 28/11/06

ਵਿਸ਼ਾ:

Information regarding availability of school sites in Sector 76-80 Mohali.

ਹਵਾਲਾ:

ਆਪ ਦਾ ਪੱਤਰ ਨੰ: ਗੁਮਾਡਾ(ਐਡਮਨ/ਪਾਲਿਸੀ)/2006/169 ਮਿਤੀ 20.11.2006

ਵਿਸ਼ੇ ਤਹਿਤ ਆਪ ਜੀ ਨੂੰ ਇਹ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਸੈਕਟਰ 76, 77, 78, 79 ਅਤੇ 80 ਵਿੱਚ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਸਕੂਲ ਦੀਆਂ ਸਾਈਟਾਂ ਪ੍ਰਦਿੱਤੀਆਂ ਹੋਈਆਂ ਹਨ:-

ਲੜੀ ਨੰ:	ਸੈਕਟਰ ਦਾ ਨੰ:	ਤਜਵੀਜ਼ਤ ਸਕੂਲਾਂ ਦੀ ਗਿਣਤੀ।	ਰਕਬਾ ਏਕੜਾਂ ਵਿਚ
1.	76	-	-
2.	77	3 ਨੰ:	2.53 ਏਕੜ
			4.39 ਏਕੜ
			3.58 ਏਕੜ
		1 ਨੰ(ਕਾਲਜ)	10.24 ਏਕੜ
3.	78	2 ਨੰ:	3.27 ਏਕੜ
			3.29 ਏਕੜ
4.	79	5 ਨੰ:	2.90 ਏਕੜ(ਐਚ)
			1.52 ਏਕੜ(ਪੀ)
			2.00 ਏਕੜ(ਐਚ)
			0.81 ਏਕੜ(ਪੀ)
			1.53 ਏਕੜ(ਪੀ)
5.	80	3 ਨੰ:	3.35 ਏਕੜ
			1.00 ਏਕੜ
			2.77 ਏਕੜ

ਇਸ ਤੋਂ ਇਲਾਵਾ ਜੇਕਰ ਕੋਈ ਸਾਈਟ ਪੁੱਛਾ ਹੁਣ ਗੁਮਾਡਾ ਵਲੋਂ ਅਲਾਟ ਕੀਤੀ ਹੋਈ ਹੈ ਉਸ ਬਾਰੇ ਜਾਣਕਾਰੀ ਯੋਗ ਗੁਮਾਡਾ ਤੋਂ ਪ੍ਰਾਪਤ ਕਰ ਲਈ ਜਾਵੇ ਜੀ।

ਜਿਲਾ ਨਗਰ ਯੋਜਨਾਕਾਰ,
 ਐਸ.ਏ.ਐਸ.ਨਗਰ।

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Agenda Item No. **1.13**
(Executive Committee)

Subject: Allotment of houses lying vacant at Mohali to the Deputy Commissioner SAS Nagar for allotment to its employees on Rental basis.

1.0 A reference bearing No. 1882/MA dated 20-9-2006 has been received from Assistant Commissioner (General), SAS Nagar along with copy of minutes of the meeting held on 12-9-2006 under the Chairmanship of Chief Secretary, Punjab on **(Annexure-I)**. In para 4 of the proceeding of the meeting, it has been decided that available MIG/LIG houses of PUDA (now GMADA) would be taken on lease basis at standard Government norms which would be allotted to the subordinate staff of D.C. SAS Nagar and other offices by the Deputy Commissioner as an ad hoc measure till such time that Government accommodation was constructed.

2.0 There is no policy of PUDA/GMADA to allot its vacant houses to the employees of other departments on Rental basis.

3.0 It is brought the notice of the members that one house in Sector 52, SAS Nagar was allotted to Shri Jai Pal Singh former SDM Mohali on Rental basis. Rent was worked out as per norms fixed by the Punjab PWD (B& R) Department. Some SCFs in Phase-1, Mohali have also been leased on rent for the SDM office. Recently one Community Centre in Phase-3B1, Mohali has also been leased out for Judicial Complex. Rent in these cases is also being charged as per norms fixed by PWD (B&R). Copy of the terms and conditions approved in the case of SCFs Phase-1, and Community Centre Phase IIIB1, Mohali are placed below at **Annexure-II** for information. Copy of rent worked out for the residence of former SDM is placed at **Annexure-III**.

4.0 ACA, Mohali vide his letter No. 929 dated 26-10-2006 has supplied the list of vacant LIG/MIG houses at SAS Nagar **(Annexure-IV)**. It is also added that the condition of the LIG houses lying vacant in Sector 64 (Phase-10) is not good and needs its repair before allotment. Chief Engineer PUDA was requested to intimate the estimated cost of repair of these houses but report is still awaited.

5.0 Class-IV association of PUDA and Supervisor Union of PUDA have also given representations to allot these houses to the PUDA/GMADA employees on Rental basis on the terms and conditions already approved in the case of houses allotted on Rental basis in Phase-I, SAS Nagar to its employees. Copy of the terms and conditions of allotment of houses on Rental basis to its employees is placed at **Annexure-V**.

6.0 Some houses may be kept reserved for allotment to PUDA/GAMDA employees on Rental basis as per requirement of the staff posted at Mohali as projected by the Chief Administrator, PUDA and Chief Administrator, GMADA, Mohali.

7.0 Matter is placed before the Executive Committee for consideration and decision of the following issues:-

1. Whether the vacant LIG/MIG houses at SAS Nagar may be allotted to the Deputy Commissioner, SAS Nagar on lease basis for further lease to the Government employees posted at Mohali as per availability and demand of the Deputy Commissioner, Mohali.
2. Terms and conditions for allotment of houses to the Deputy Commissioner may also be approved as are in the case of Buildings stated above. Before handing over of possession of houses, lease deed will be got signed from the Deputy Commissioner or his authorised representative and Deputy Commissioner shall be bound to deposit the lease in advance by 7th of each month otherwise 10% interest on rent amount per month will be charged extra.



LEASE DEED

This lease Deed made on 1 Jan 1998 day of 1998
between Chief Administrator, P.B. Urban Planning & Development Authority
(hereinafter called the lessor, which expression shall ^{Chandigarh} include
his/her heirs, successors, legal representative and assigns) of the
One part and the Treasure, Charitable Endowments, Punjab, Chandigarh.
(hereinafter called the lessee) of the other part.

Whereas the lessor is the absolute owner of the entire S.C.F.
Stal. No. 4
No. Phase-I, SAS Nagar consisting of 3rd Floors and is the
desirous of giving on rent the said 3rd floor (hereinafter called
the premises) and the lessee is desirous of taking on rent the
said premises;

AND WHEREAS it is agreed that the lessor has given and the
lessee has taken on rent the said premises on the terms and
conditions hereinafter consigned.

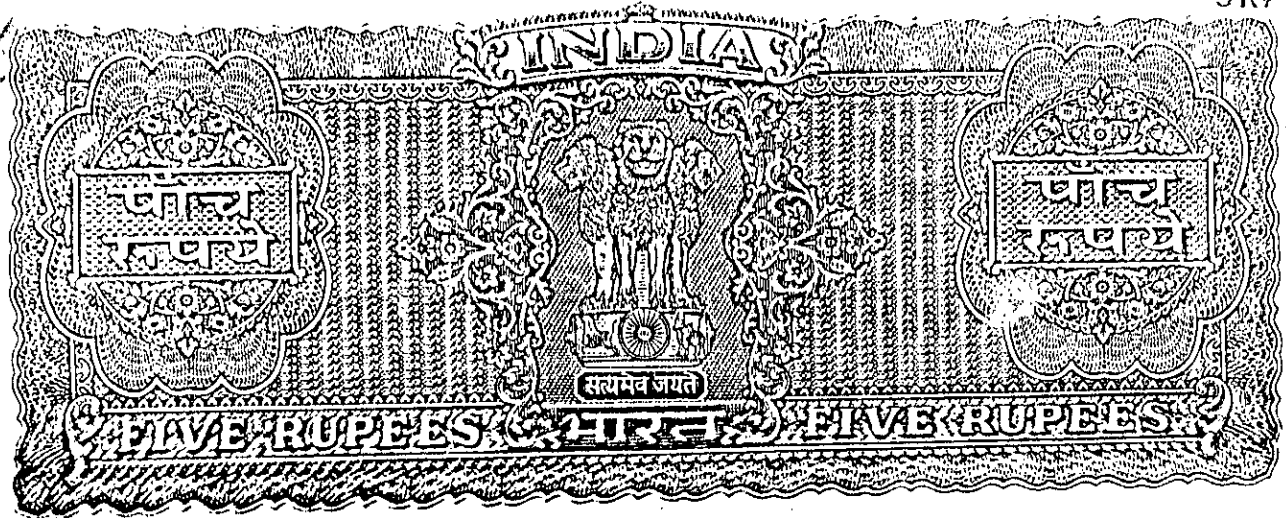
Now, therefore this lease deed witness as follows:

1. In pursuance of the above agreement and in consideration of
the con covenants on the part of the parties hereinafter contained
the lessor hereby demises and transfers to the lessee, by way of
lease all that the said premises alongwith all the tenements fittings
and fixtures to hold the said premises on the lease from the 1/1/98
for a period of 11 months paying therefore during the

मह. नगर (1-1)

मह. नगर

contd.....2..



- 2 -

said terms & Monthly rent of Rs. 5.50 per Sq.Ft. per month payable before the 10th of each month following for which the rent is due.

2. The terms of this lease, in the first instance is upto 11 months but is renewable further with mutual consent between the lesser and the lessee for an 10% increase in the rent of the said premises from _____ of the rent already agreed upon.
3. The lease can be terminated at any time by the lessee on Three month notice provided that if the lease is terminated by the lessee without any notice or by a notice which falls short of Three Months the lessor shall be entitled to cabin rent for the period of notice or as the case may for the period by which the notice falls short of Three months, and likewise the lessor can also terminate the lease by giving three months notice to the lessee.
4. That the lessee shall be responsible for white washing painting and polishing of the building once in a year.
5. The lessee shall be responsible for installation of fire fighting extinguishers.
6. That day today minor repairs such as electric fuses, leakages of water taps and replacement of broken glass in glazing and doors have to be done by the lessee at his own cost and major repairs such as leakage of electricity pipes, cracks, etc., will have to be got

नि. नि. (म. २-१)

पु. नि. २. २. २. २. २. २.

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done by the lessor.

7. If the lessee pays the rent and observes and performs the terms and conditions of this lease, he shall peacefully hold and enjoy the demised premises during the said terms without any interruption by the lessor or any person rightfully claiming under or in trust for him or otherwise whatever.
8. The lessee shall permit the lessor and their agent to enter upon the said premises for inspection and carry out repairs etc., at reasonable time as and where required.
9. The lessee shall pay for electric power, light, water and telephone used on the said premises during the lease period on the receipt of the bills from the respective authorities.
10. The lessee shall be liable to pay for the brokerage, damage, to the sanitary and electrical goods and other fitting and fixtures during the tenancy period.
11. That the lessee can erect temporary partitions according to his need for his officers and staff at its own cost. The lessee can also install air conditions, refrigerators and coolers for use therein. But in any case no change will be made by the lessee in the permanent structure.
12. That the lessor shall be entitled to compensation for the damage if any caused due to the proper use of the building by the installation and use of electric fans, fittings and fixtures installed at the cost of the lessee at the expiry of the lease when these installations are removed.
13. The lessee shall not use the premises for purpose other than accommodating its offices.
14. The lessee shall not sublet assign or otherwise part with the possession of the whole or in any part of the premises.
15. That the lessee shall comply with all the rules and regulations of the local authorities whatsoever in relation to the said premises.
16. The stamp duty and registration charges, if any likely to be incurred on this deed shall be borne by the lessee. original

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of this lease deed will remain with the lessor and copy thereof with the lessee.

17. That the lessor is fully and legally empowered to give on lease the said premises which is free from all encumbrance and as such the lessee will only be answerable to the aforesaid lessor or his/her accredited agent, heirs and the legal attorney.

18. That the house tax and all other taxes/charges shall be paid by the lessee.

19. That the rent of the said premises shall be payable w.e.f. _____ (forenoon)

20. The advance rent will be paid by the lessee to lessor on or before 10th of every month. Otherwise 10% interest on rent amount per month will be charged extra.

21. Lessee shall hand over the possession of the leased building after the expiry of lease period. In case of default on the part of lessee to hand over the possession of leased premises. The lessor shall be entitled to take over the possession forcibly to which the lessee shall have no objection.

IN WITNESS WHEREBY the parties hereto have set their respective hands at _____ on the day, month and year mentioned hereinbefore.

1. WITNESS: _____

ADDRESS: _____

LESSOR: _____

1. _____

For and on behalf of the Punjab Urban Planning & Development Authority.

ਜਗਦੀਪ ਸਿੰਘ, ਚਾਅ

LESSEE: _____

Treasurer,
Charitable Endowments, Punjab.
906, Sector 7, Chandigarh.

For and on behalf of the Treasurer
Charitable Endowments, Punjab.

Annexure - IV

Rent Assessment for the allotment of house to Sh. Jaipal Singh
S.D.M. Mohali.

7-

1. Plot Area = 600 Sq.yards.

700 Sq. Yards @ 3600/per Sq.yards = 2520000/-

2520000 @ 6% per annum = 151200

2. Construction Cost:

18.00 lacs @ 9% per annum = 162000

313200/-

Total Rs. =

Rent per Month = $\frac{313200}{12}$ = 26100/-

Rent per Month = 26100/-

[Signature]
Divisional Engineer(C-I),
PUDA, Mohali. *dr*

ret

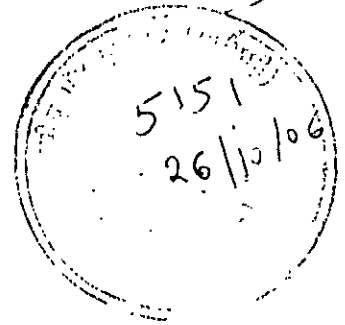
ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ ਐਸ.ਏ.ਐਸ.ਨਗਰ ।

-8-

ਸੇਵਾ ਵਿਖੇ

ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ (ਪਾਲਿਸੀ),
ਗਮਾਂਡਾ, ਮੋਹਾਲੀ ।

ਮੀਮੋ ਨੰਬਰ:- ਗਮਾਂਡਾ-ਅ-4-2006/ 929
ਮਿਤੀ:- 26/10/06



ਵਿਸ਼ਾ:-

ਪੁੱਡਾ ਦੇ ਵੱਖ-ਵੱਖ ਸੈਕਟਰਾਂ ਵਿੱਚ ਪਏ ਮਕਾਨ ਮੁਹਾਲੀ ਦੇ ਸਥਾਨ ਤੇ ਕੰਮ ਕਰ ਰਹੇ
ਛੋਟੇ ਵਰਗਾਂ ਦੇ ਕਰਮਚਾਰੀਆਂ ਨੂੰ ਅਲਾਟਮੈਂਟ ਕਰਨ ਬਾਰੇ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਤੇ ਆਪ ਜੀ ਦੇ ਪੱਤਰ ਨੰਬਰ-2431 ਮਿਤੀ 6-10-06 ਦੇ ਹਵਾਲੇ

ਵਿੱਚ।

- 2) ਇਸ ਸਬੰਧ ਵਿੱਚ ਆਪ ਜੀ ਦਾ ਧਿਆਨ ਆਪਣੇ ਦਫਤਰ ਦੇ ਪੱਤਰ ਨੰਬਰ-2434 ਮਿਤੀ 6-10-06 ਵੱਲ ਦਿਵਾਇਆ ਜਾਂਦਾ ਹੈ ਜਿਸ ਰਾਹੀਂ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਮਿਤੀ 12-9-06 ਨੂੰ ਡਿਸਟ੍ਰਿਕਟ ਕੰਪਲੈਕਸ, ਐਸ.ਏ.ਐਸ.ਨਗਰ ਦੀ ਉਸਾਰੀ ਸਬੰਧੀ ਹੋਈ ਮੀਟਿੰਗ ਦੀ ਮੱਦ ਨੰਬਰ-4 ਵਿੱਚ ਲਏ ਗਏ ਫੈਸਲੇ ਅਨੁਸਾਰ ਆਰਜੀ ਤੌਰ ਤੇ ਸਰਕਾਰੀ ਅਕੋਮੋਡੇਸ਼ਨ ਲਈ ਮੋਹਾਲੀ ਦੇ ਵੱਖ-ਵੱਖ ਸੈਕਟਰਾਂ/ਫੇਜ਼ਾਂ ਵਿੱਚ ਖਾਲੀ ਪਏ ਐਲ.ਆਈ.ਜੀ./ ਐਮ.ਆਈ.ਜੀ. ਮਕਾਨਾਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕਰਨ ਲਈ ਸੂਚਨਾ ਭੇਜਣ ਹਿੱਤ ਵੀ ਕਿਹਾ ਗਿਆ ਹੈ। ਇਸ ਸਬੰਧ ਵਿੱਚ ਮਿਲਖ ਦਫਤਰ ਵਲੋਂ ਪੱਤਰ ਨੰਬਰ- 20711 ਮਿਤੀ 6-10-06 ਰਾਹੀਂ ਇਹ ਸੂਚਨਾ ਪ੍ਰਾਪਤ ਹੋਈ, ਜਿਸ ਦੀ ਕਾਪੀ ਤੁਰੰਤ ਹਵਾਲੇ ਹਿੱਤ ਨਾਲ ਨੱਥੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ।

ਹਵਾਲੇ ਅਧੀਨ ਪੱਤਰ ਰਾਹੀਂ ਪੁੱਡਾ ਦੇ ਵੱਖ-ਵੱਖ ਸੈਕਟਰਾਂ/ਫੇਜ਼ਾਂ ਵਿੱਚ ਖਾਲੀ ਪਏ ਮਕਾਨ ਛੋਟੇ ਵਰਗ ਦੇ ਕਰਮਚਾਰੀਆਂ ਨੂੰ ਅਲਾਟ ਕਰਨ ਬਾਰੇ (ਪੁੱਡਾ) ਕਰਮਚਾਰੀਆਂ ਵਲੋਂ ਪ੍ਰਤੀ-ਬੇਨਤੀਆਂ ਪ੍ਰਾਪਤ ਹੋਈਆਂ ਹਨ, ਜਿਨ੍ਹਾਂ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰੱਖਦਿਆਂ ਹੋਇਆਂ ਆਪਣੀ ਪੱਧਰ ਤੇ ਢੁਕਵਾਂ ਫੈਸਲਾ ਲੈਣ ਉਪਰੰਤ ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ, ਐਸ.ਏ.ਐਸ.ਨਗਰ ਨੂੰ ਮੰਗੀ ਗਈ ਸੂਚਨਾ ਭੇਜਣ ਦੀ ਖੋਜਲ ਕੀਤੀ ਜਾਵੇ ਜੀ।

ਨਿੱਯਮਿਤ ਤੌਰ 'ਤੇ

ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ (ਮ) ।

ਗਰੇਟਰ ਮਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ, ਐਸ ਏ ਐਸ ਨਗਰ

ਸੇਵਾ ਵਿਖੇ

Regional Office Branch

504

12-10-06

DE

1246 11-10-06

ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ,
ਗਮਾਡਾ, ਮੋਹਾਲੀ।

ਨੰ: ਪੁੱਛਾ-ਮਿ:ਅ:-2006/

20711

ਮਿਤੀ:

6/10/06

ਵਿਸ਼ਾ:-

ਦਰਜਾ 3 ਅਤੇ 4 ਦਰਜਾ ਕਰਮਚਾਰੀਆਂ ਨੂੰ ਰਿਹਾਇਸ਼ੀ ਸਰਕਾਰੀ ਸਕਾਨ ਅਲਾਟ ਕਰਨ ਬਾਰੇ।

ਹਵਾਲਾ:-

ਆਪ ਜੀ ਦਾ ਪੱਤਰ ਨੰ: 709 ਮਿਤੀ: 4-10-2006

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ ਹਵਾਲੇ ਅਧੀਨ ਪੱਤਰ ਹਾਜ਼ੀ ਮੰਗੀ ਗਈ ਸੂਚਨਾ

ਨਿਰਧਾਰਤ ਪ੍ਰਕਾਰਮ ਵਿੱਚ ਤਿਆਰ ਕਰਕੇ ਆਪ ਜੀ ਨੂੰ ਅਗਲੇਰੀ ਕਾਰਵਾਈ ਹਿੱਤ ਭੇਜੀ ਜਾਵੇਗੀ ਹੈ ਜੀ।

ਨਾਂਧੀ/ਉਪਰੋਕਤ ਅਨੁਸਾਰ

ਮਿਲਿਪ ਅਫਸਰ,
ਗਮਾਡਾ, ਐਸ ਏ ਐਸ ਨਗਰ

ਕਤਾ ਨੰ	ਮਕਾਨ ਦੀ ਕਿਸਮ	ਮਕਾਨ ਦਾ ਨੰ / ਫਲੋਰ (ਏ-ਪਹਿਲੀ, ਬੀ- ਦੂਜੀ, ਜੀ-ਤੀਜੀ ਮੰਜਿਲ)	ਸੈਕਟਰ ਦਾ ਨੰ	ਵਿਸ਼ੇਸ਼ ਕਬਜ਼ਾ
1	ਐਮ. ਆਈ. ਜੀ.	602, 608, 610, 618, 622, 624, 625 , 648, 662, 664, 678 (ਸਾਰੇ ਪਹਿਲੀ ਮੰਜਿਲ)	63/ ਵੇਜ-9	
2	ਐਲ. ਆਈ. ਜੀ.	1245-ਏ, 1245-ਸੀ, 1248-ਸੀ, 1249-ਸੀ, 1250-ਸੀ, 1265-ਸੀ, 1266-ਸੀ, 1276-ਬੀ, 1276-ਜੀ, 1284-ਸੀ, 1287-ਸੀ (Under revision position), 1301-ਬੀ, 1301-ਸੀ, 1306-ਬੀ, 1306-ਸੀ, 1302-ਬੀ, 1302-ਸੀ, 1308-ਬੀ, 1310-ਬੀ, 1312-ਬੀ, 1314-ਬੀ, 1318-ਸੀ, 1319-ਬੀ, 1319-ਸੀ, 1323-ਸੀ, 1324-ਸੀ, 1325-ਬੀ, 1724-ਸੀ, 1725-ਸੀ, 1727-ਬੀ, 1730-ਬੀ (Unauthorised occupied), 1731-ਸੀ, 1732-ਸੀ, 1735-ਸੀ, 1736-ਬੀ, 1736-ਸੀ, 1737-ਬੀ, 1738-ਸੀ, 1749-ਬੀ, 1280-ਬੀ, 1279-ਬੀ, 1245-B, 1725-B	64/ ਵੇਜ-10	
3	ਐਮ. ਆਈ. ਜੀ.	853-ਏ	64-ਏ	
4	ਐਮ. ਆਈ. ਜੀ.	2173, 2022, 2154, 2180 (ਸਾਰੇ ਪਹਿਲੀ ਮੰਜਿਲ)	66	
5	ਐਮ. ਆਈ. ਜੀ.	2645-ਬੀ, 2658-ਬੀ, 2750-ਸੀ, 4536-ਸੀ, 3317 (ਗਰਾਉਂਡ), 3475 (ਗਰਾਉਂਡ)	70	
6	ਐਲ. ਆਈ. ਜੀ.	291 (ਗਰਾਉਂਡ), 154 (ਪਹਿਲੀ), 357 (ਗਰਾਉਂਡ), 258 (ਪਹਿਲੀ), 131 (ਪਹਿਲੀ), 72 (ਗਰਾਉਂਡ), 232 (ਪਹਿਲੀ), 394 (ਪਹਿਲੀ)	57	

[Handwritten signature]

Annexure - V

V

Punjab Urban Planning And Development Authority Mohali.
(Admn.Wing)

From

Chief Administrator,
Punjab Urban Planning & Development Authority,
Mohali.

To

Sh. Bachittar Singh, Clerk,
O/o Legal Cell, PUDA, Mohali.

No. PUDA-Admn-EA-3-2003/

Dated: 6-11-2003

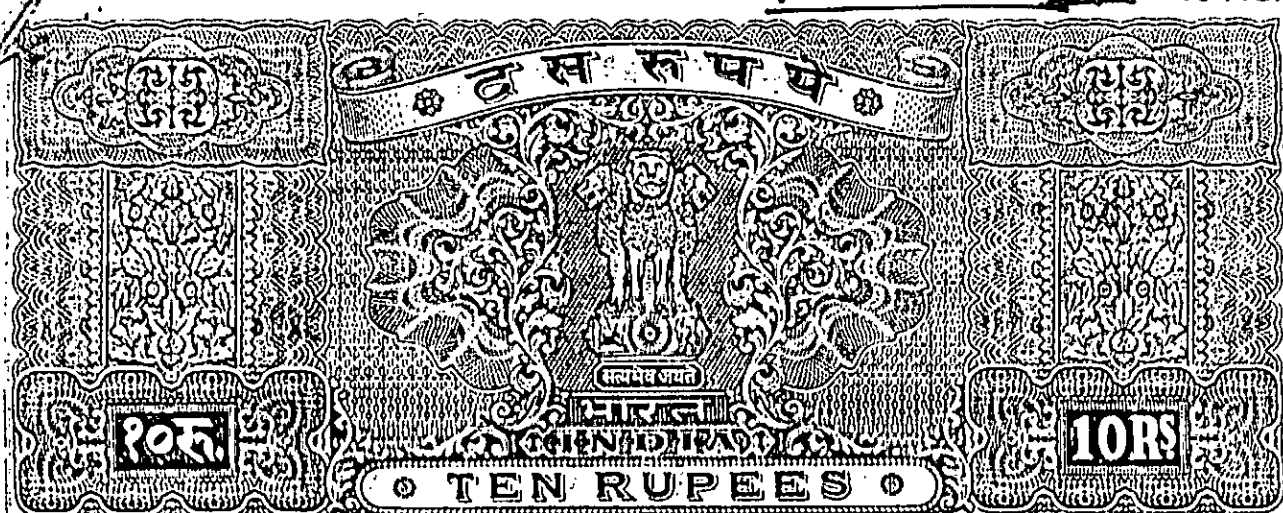
37843-47

Sub: - Allotment of a house at S.A.S. Nagar under the 48 LIG Rental Housing Scheme.

House No. HL-59 in Phase-1, at S.A.S. Nagar is allotted to you under the Rental Housing Scheme of the PUDA on the Following terms & conditions:-

1. The License fee will be charged @ 5% from your basic pay.
2. You shall have to take possession of the house within 7 days of the allotment and the license fee will be charged by way of deduction from your pay w.e.f. the date of taking possession, which shall be intimated promptly by the Maintenance Incharge to the Allotment as well as the Accounts Wing.
3. If you fail to take possession of the house within the prescribed period of 7 days, you will be liable to pay the license fee for the house in question from the date of allotment till the date of its reallocation to another employee.
4. In case of your transfer outside Mohali/Chandigarh, you will be entitled to retain the house upto two months of your relinquishing charge at Mohali/Chandigarh, on payment of normal rent. In case you fail to vacate the house within the prescribed period of two months, then market rent will be charged from you, which shall be five times the normal rent payable by you for the next four months beyond extended period of four months you will be liable to pay market rent @ 10 times the normal rent payable by you. These conditions shall also be applicable if you quit services of retire from service.
5. The House allotted to you shall be used only for self-accommodation, and shall be used for residential purpose only. No sub-letting shall be permitted and the violation of this condition shall lead to the cancellation of the allotment of the house besides debarring you for future allotments.
6. The License fee chargeable from you shall not include charges on account of electricity and water which shall be payable by you in addition to the above license fee.
7. That before taking possession of the said house, you will submit an affidavit as per specimen attached to this office.


Administrative Officer.
For: Chief Administrator



LEASE DEED

This lease Deed made on 1 Jan 1998 day of 1998
 between Chief Administrator, Pb. Urban Planning & Development Authority
 (hereinafter called the lessor, which expression shall include ^{Chandigarh}
 his/her heirs, successors, legal representative and assigns) of the
 One part and the Treasurer, Charitable Endowments, Punjab, Chandigarh.
 (hereinafter called the lessee) of the other part.

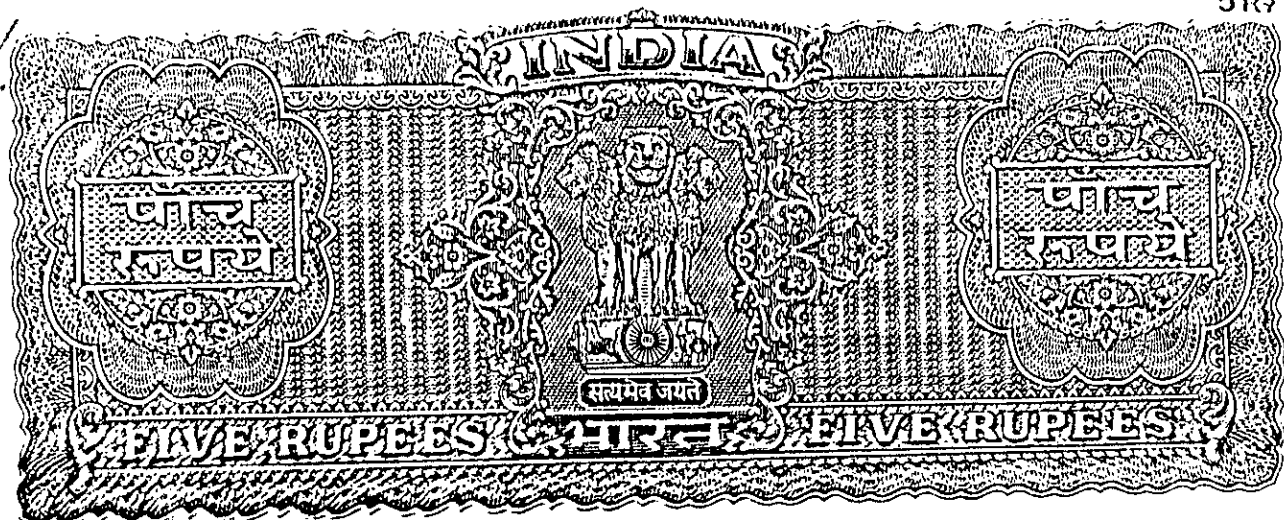
Whereas the lessor is the absolute owner of the entire S.C.F.
 Stal No. 4
 No. Phase-I, SAS Nagar consisting of 3rd Floors and is the
 desirous of giving on rent the said 3rd floor (hereinafter called
 the premises) and the Lessee is desirous of taking on rent the
 said premises;

AND WHEREAS it is agreed that the lessor has given and the
 lessee has taken on rent the said premises on the terms and
 conditions hereinafter consigned.

Now, therefore this lease deed witness as follows:

1. In pursuance of the above agreement and in consideration of
 the con covenants on the part of the parties hereinafter contained
 the lessor hereby demises and transfers to the lessee, by way of
 lease all that the said premises alongwith all the tenements fittings
 and fixtures to hold the said premises on the lease from the 1/1/98
 for a period of 11 months paying therefore during the

contd.....2..



- 2 -

said terms & Monthly rent of Rs. 5.50 per Sq.Ft. per month payable before the 10th of each month following for which the rent is due.

2. The terms of this lease, in the first instance is upto 11 months but is renewable further with mutual consent between the lesser and the lessee for an 10% increase in the rent of the said premises from _____ of the rent already agreed upon.
3. The lease can be terminated at any time by the lessee on Three month notice provided that if the lease is terminated by the lessee without any notice or by a notice which falls short of Three Months the lessor shall be entitled to cabin rent for the period of notice or as the case may for the period by which the notice falls short of Three months, and likewise the lessor can also terminate the lease by giving three months notice to the lessee.
4. That the lessee shall be responsible for white washing painting and polishing of the building once in a year.
5. The lessee shall be responsible for installation of fire fighting extinguishers.
6. That day today minor repairs such as electric fuses, leakages of water taps and replacement of broken glass in glazing and doors have to be done by the lessee at his own cost and major repairs such as leakage of electricity pipes, cracks, etc., will have to be got

निर्दिष्ट (मि. 2-1)

युक्त नि. 2-1. 2-1

contd.....3..

done by the lessor.

7. If the lessee pays the rent and observes and performs the terms and conditions of this lease, he shall peacefully hold and enjoy the demised premises during the said terms without any interruption by the lessor or any person rightfully claiming under or in trust for him or otherwise whatever.
8. The lessee shall permit the lessor and their agent to enter upon the said premises for inspection and carry out repairs etc., at reasonable time as and where required.
9. The lessee shall pay for electric power, light, water and telephone used on the said premises during the lease period on the receipt of the bills from the respective authorities.
10. The lessee shall be liable to pay for the brokerage, damage, to the sanitary and electrical goods and other fitting and fixtures during the tenancy period.
11. That the lessee can erect temporary partitions according to his need for his officers and staff at its own cost. The lessee can also install air conditions, refrigerators and coolers for use therein. But in any case no change will be made by the lessee in the permanent structure.
12. That the lessor shall be entitled to compensation for the damage if any caused due to the proper use of the building by the installation and use of electric fans, fittings and fixtures installed at the cost of the lessee at the expiry of the lease when these installations are removed.
13. The lessee shall not use the premises for purpose other than accommodating its offices.
14. The lessee shall not sublet assign or otherwise part with the possession of the whole or in any part of the premises.
15. That the lessee shall comply with all the rules and regulations of the local authorities whatsoever in relation to the said premises.
16. The stamp duty and registration charges, if any likely to be incurred on this deed shall be borne by the lessee. original

मि. (मि. १-१)

पुनः अ. २. ११. ११

contd.....4..

of this lease deed will remain with the lessor and copy thereof with the lessee.

17. That the lessor is fully and legally empowered to give on lease the said premises which is free from all encumbrance and as such the lessee will only be answerable to the aforesaid lessor or his/her accredited agent, heirs and the legal attorney.
18. That the house tax and all other taxes/charges shall be paid by the lessee.
19. That the rent of the said premises shall be payable U.S.F. _____ (forenoon).
20. The advance rent will be paid by the lessee to lessor on or before 10th of every month. Otherwise 10% interest on rent amount per month will be charged extra.
21. Lessee shall hand over the possession of the leased building after the expiry of lease period. In case of default on the part of lessee to hand over the possession of leased premises. The lessor shall be entitled to take over the possession forcibly to which the lessee shall have no objection.

IN WITNESS WHEREBY the parties hereto have set their respective hands at _____ on the day, month and year mentioned hereinbefore.

1. WITNESS: _____
ADDRESS: _____

LESSOR:

ਮਹਿੰਦਰਾ (ਸਿ.ਓ.-1)
ਪੁਰਾਣਾ ਈ.ਏ.ਐਮ. ਨਗਰ

1. _____

For and on behalf of the Punjab Urban Planning & Development Authority.
ਪੁਰਾਣਾ ਈ.ਏ.ਐਮ. ਨਗਰ

LESSEE:

Treasurer,
Charitable Endowments, Punjab.
906, Sector 7-B, Chandigarh.

For and on behalf of the Treasurer
Charitable Endowments, Punjab.

Annexure IV

Rent Assessment for the allotment of house to Sh. Jaipal Singh
S.D.M. Mohali.

1. Plot Area = 600 Sq. yards.

700 Sq. Yards @ 3600/per Sq. yards = 252000/-

252000 @ 6% per annum = 151200

2. Construction Cost:

18.00 lacs @ 9% per annum = 162000

313200/-

Total Rs.

Rent per Month = $\frac{313200}{12}$ = 26100/-

Rent per Month = 26100/-

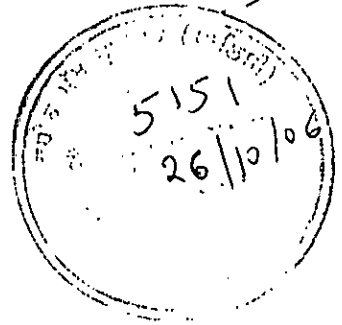
M. J.
Divisional Engineer (C-I),
PUDA, Mohali. dv

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ ਐਸ.ਏ.ਐਸ.ਨਗਰ ।

ਸੇਵਾ ਵਿਖੇ

ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ (ਪਾਲਸੀ),
ਗਮੱਡਾ, ਮੋਹਾਲੀ ।

ਮੀਮੋ ਨੰਬਰ:- ਗਮਾਡਾ-ਅ-4-2006/ 929
ਮਿਤੀ:- 26/10/06



ਵਿਸ਼ਾ:- ਪੁੱਡਾ ਦੇ ਵੱਖ-ਵੱਖ ਸੈਕਟਰਾਂ ਵਿੱਚ ਪਏ ਮਕਾਨ ਮੁਹਾਲੀ ਦੇ ਸਥਾਨ ਤੇ ਕੰਮ ਕਰ ਰਹੇ ਛੋਟੇ ਵਰਗਾਂ ਦੇ ਕਰਮਚਾਰੀਆਂ ਨੂੰ ਅਲਾਟਮੈਂਟ ਕਰਨ ਬਾਰੇ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਤੇ ਆਪ ਜੀ ਦੇ ਪੱਤਰ ਨੰਬਰ-2431 ਮਿਤੀ 6-10-06 ਦੇ ਹਵਾਲੇ

ਵਿੱਚ।

2) ਇਸ ਸਬੰਧ ਵਿੱਚ ਆਪ ਜੀ ਦਾ ਧਿਆਨ ਆਪਦੇ ਦਫਤਰ ਦੇ ਪੱਤਰ ਨੰਬਰ-2434 ਮਿਤੀ 6-10-06 ਵੱਲ ਦਿਵਾਇਆ ਜਾਂਦਾ ਹੈ ਜਿਸ ਰਾਹੀਂ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਮਿਤੀ 12-9-06 ਨੂੰ ਡਿਸਟ੍ਰਿਕਟ ਕੰਪਲੈਕਸ, ਐਸ.ਏ.ਐਸ.ਨਗਰ ਦੀ ਉਸਾਰੀ ਸਬੰਧੀ ਹੋਈ ਮੀਟਿੰਗ ਦੀ ਮੱਦ ਨੰਬਰ-4 ਵਿੱਚ ਲਏ ਗਏ ਫੈਸਲੇ ਅਨੁਸਾਰ ਆਰਜੀ ਤੌਰ ਤੇ ਸਰਕਾਰੀ ਅਕੌਮੋਡੇਸ਼ਨ ਲਈ ਮੋਹਾਲੀ ਦੇ ਵੱਖ-ਵੱਖ ਸੈਕਟਰਾਂ/ਫੇਜ਼ਾਂ ਵਿੱਚ ਖਾਲੀ ਪਏ ਐਲ.ਆਈ.ਜੀ./ ਐਮ.ਆਈ.ਜੀ. ਮਕਾਨਾਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕਰਨ ਲਈ ਸੂਚਨਾ ਭੇਜਣ ਹਿੱਤ ਵੀ ਕਿਹਾ ਗਿਆ ਹੈ। ਇਸ ਸਬੰਧ ਵਿੱਚ ਮਿਲਖ ਦਫਤਰ ਵਲੋਂ ਪੱਤਰ ਨੰਬਰ- 20711 ਮਿਤੀ 6-10-06 ਰਾਹੀਂ ਇਹ ਸੂਚਨਾ ਪ੍ਰਾਪਤ ਹੋਈ, ਜਿਸ ਦੀ ਕਾਪੀ ਤੁਰੰਤ ਹਵਾਲੇ ਹਿੱਤ ਨਾਲ ਨੱਥੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ।

ਹਵਾਲੇ ਅਧੀਨ ਪੱਤਰ ਰਾਹੀਂ ਪੁੱਡਾ ਦੇ ਵੱਖ-ਵੱਖ ਸੈਕਟਰਾਂ/ਫੇਜ਼ਾਂ ਵਿੱਚ ਖਾਲੀ ਪਏ ਮਕਾਨ ਛੋਟੇ ਵਰਗ ਦੇ ਕਰਮਚਾਰੀਆਂ ਨੂੰ ਅਲਾਟ ਕਰਨ ਬਾਰੇ (ਪੁੱਡਾ) ਕਰਮਚਾਰੀਆਂ ਵਲੋਂ ਪ੍ਰਤੀ-ਬੇਨਤੀਆਂ ਪ੍ਰਾਪਤ ਹੋਈਆਂ ਹਨ, ਜਿਨ੍ਹਾਂ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰੱਖਦਿਆਂ ਹੋਇਆਂ ਆਪਣੀ ਪੱਧਰ ਤੇ ਢੁਕਵਾਂ ਫੈਸਲਾ ਲੈਣ ਉਪਰੰਤ ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ, ਐਸ.ਏ.ਐਸ.ਨਗਰ ਨੂੰ ਮੰਗੀ ਗਈ ਸੂਚਨਾ ਭੇਜਣ ਦੀ ਖੋਜ ਕੀਤੀ ਜਾਵੇ ਜੀ।

ਨਿੱਯਮਿਤ ਤੌਰ 'ਤੇ

ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ (ਮ) ।

ਵਿਸ਼ਾ: ਪਲਾਟ ਨੰਬਰ-454, ਫੇਜ਼-3ਏ, ਮੁਹਾਲੀ ਸਦਲੇ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਨੱਥੂ ਰਾਮ ਨੂੰ ਪਲਾਟ ਦੀ ਅਲਾਟਮੈਂਟ।

1. ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਨੱਥੂ ਰਾਮ ਨੇ ਸ਼ਹਿਰੀ ਮਿਲਖ ਮੋਹਾਲੀ ਵਿਖੇ 250 ਵਾਗ: ਦੇ ਪਲਾਟ ਲਈ ਸਾਲ 1969 ਵਿੱਚ ਅਪਲਾਈ ਕੀਤਾ ਸੀ ਅਤੇ ਉਨ੍ਹਾਂ ਦੀ ਅਰਜ਼ੀ ਜਰਨਲ ਸ਼ੇਣੀ ਵਿੱਚ ਆਰ ਨੰ: 4501 ਤੇ ਰਜਿਸਟਰਡ ਕੀਤੀ ਗਈ ਸੀ ਅਤੇ ਇਸ ਅਰਜ਼ੀ ਵਿਰੁੱਧ ਉਨ੍ਹਾਂ ਨੂੰ 10 ਮਰਲੇ ਦਾ ਪਲਾਟ ਨੰ: 454, ਫੇਜ਼-3 ਏ, ਮੁਹਾਲੀ ਮਿਤੀ 28-7-1971 ਨੂੰ ਅਲਾਟ ਕੀਤਾ ਗਿਆ ਸੀ।

2. ਮਿਤੀ 14-1-1980 ਨੂੰ ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਪਤਨੀ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਨੇ ਮਿਲਖ ਦਫਤਰ ਵਿੱਚ ਲਿਖਤੀ ਬੇਨਤੀ ਕੀਤੀ ਕਿ ਉਸ ਦਾ ਪਤੀ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਗੁਰਦਿਆਲ ਸਿੰਘ, ਜੋ ਕਿ ਪਲਾਟ ਨੰਬਰ 454, ਫੇਜ਼-3 ਏ, ਐਸ.ਏ.ਐਸ. ਨਗਰ ਦਾ ਅਲਾਟੀ ਸੀ, ਦੀ ਮੌਤ ਹੋ ਗਈ ਹੈ, ਜਿਸ ਕਰਕੇ ਪਲਾਟ ਨੰਬਰ 454, ਫੇਜ਼-3ਏ, ਵਸੀਅਤ ਦੇ ਆਧਾਰ ਤੇ ਉਸ (ਜੋਗਿੰਦਰ ਕੌਰ) ਦੇ ਨਾਉਂ ਤਬਦੀਲ ਕੀਤਾ ਜਾਵੇ। ਇਸ ਮੰਤਵ ਲਈ ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਵੱਲੋਂ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਗੁਰਦਿਆਲ ਸਿੰਘ ਦੀ ਮੌਤ ਦਾ ਸਰਟੀਫਿਕੇਟ, ਆਪਣਾ ਹਲਫੀਆ ਬਿਆਨ ਅਤੇ ਵਸੀਅਤ ਇਤਆਦਿ ਦਸਤਾਵੇਜ਼ ਪੇਸ਼ ਕੀਤੇ ਅਤੇ ਇਹਨਾਂ ਦਸਤਾਵੇਜ਼ਾਂ ਦੇ ਅਧਾਰ ਤੇ ਦਫਤਰ ਵੱਲੋਂ ਪਲਾਟ ਨੰਬਰ 454, ਫੇਜ਼ 3ਏ ਦੀ ਮਲਕੀਅਤ ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਵਿਧਵਾ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ, ਵਾਸੀ ਪਿੰਡ: ਹੰਮਾਯੂਪੁਰ, ਸਰਹੰਦ ਮੰਡੀ ਦੇ ਨਾਂ ਮਿਤੀ 19-6-80 ਨੂੰ ਤਬਦੀਲ ਕੀਤੀ ਗਈ।

3. ਪਲਾਟ ਨੰਬਰ 454, ਫੇਜ਼ 3ਏ, ਮੁਹਾਲੀ ਦੀ ਮਲਕੀਅਤ ਤਬਦੀਲ ਹੋਣ ਉਪਰੰਤ ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਵਿਧਵਾ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ, ਪਿੰਡ ਹੰਮਾਯੂਪੁਰ ਨੇ ਕੰਨਵੇਅਸ ਡੀਡ ਦੇ ਦਸਤਾਵੇਜ਼ ਦਫਤਰ ਨੂੰ ਸਹੀ ਲਈ ਪੇਸ਼ ਕੀਤੇ ਅਤੇ ਦਫਤਰ ਵੱਲੋਂ ਵਿਚਾਰਦੇ ਹੋਏ ਮਿਤੀ 9-8-83 ਨੂੰ ਇਹ ਕੰਨਵੇਅਸ ਡੀਡ ਸਹੀ ਕੀਤੀ ਗਈ। ਇਸ ਉਪਰੰਤ ਇਹ ਪਲਾਟ ਅਤੇ ਇਸ ਉਤੇ ਉਸਾਰੀ ਇਮਾਰਤ ਸਮੇਤ ਮਿਤੀ 24-5-88 ਨੂੰ ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਵਿਧਵਾ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਦੇ ਜੀ.ਪੀ.ਏ. ਰਾਹੀਂ ਸ਼੍ਰੀਮਤੀ ਸੁਰਜੀਤ ਕੌਰ ਪਤਨੀ ਸ਼੍ਰੀ ਮਨਮੋਹਨ ਸਿੰਘ ਨੂੰ ਸੇਲ ਡੀਡ ਰਾਹੀਂ ਵੇਚਿਆ ਗਿਆ, ਜਿਸ ਦੀ ਮਲਕੀਅਤ ਮਿਤੀ 1-12-88 ਨੂੰ ਦਫਤਰੀ ਰਿਕਾਰਡ

ਵਿੱਚ ਸ਼੍ਰੀਮਤੀ ਸੁਰਜੀਤ ਕੌਰ ਪਤਨੀ ਸ਼੍ਰੀ ਮਨਮੋਹਨ ਸਿੰਘ ਦੇ ਨਾਂ ਤੇ ਤਬਦੀਲ ਕੀਤੀ ਗਈ।

4. ਸ਼੍ਰੀਮਤੀ ਸੁਰਜੀਤ ਕੌਰ ਪਤਨੀ ਸ਼੍ਰੀ ਮਨਮੋਹਨ ਸਿੰਘ, ਨੇ ਇਹ ਪਲਾਟ ਅਤੇ ਉਸ ਤੇ ਉਸਾਰੀ ਇਮਾਰਤ ਸਮੇਤ ਅੱਗੇ ਸ਼੍ਰੀ ਅਮਰੀਕ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਬੀਰ ਸਿੰਘ ਦੇ ਨਾਂ ਮਿਲਖ ਦਫਤਰ ਤੋਂ ਐਨ.ਓ.ਸੀ. ਲੈ ਕੇ ਸੇਲ ਡੀਡ ਰਾਹੀਂ ਮਿਤੀ 8-12-1988 ਨੂੰ ਮੁੜ ਵੇਚ ਦਿੱਤਾ।

5. ਮਿਲਖ ਦਫਤਰ ਦੇ ਰਿਕਾਰਡ ਅਨੁਸਾਰ ਅਸਲ ਅਲਾਟੀ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਨੱਥੂ ਰਾਮ ਨੇ ਮਿਤੀ 13-3-1989 ਨੂੰ ਸੂਚਿਤ ਕੀਤਾ ਕਿ ਉਸ ਨੇ ਪਲਾਟ ਨੰਬਰ 454, ਫੇਜ਼ 3-ਏ, ਦੀਆਂ ਪੂਰੀਆਂ ਕਿਸਤਾਂ ਅਦਾ ਕਰ ਦਿੱਤੀਆਂ ਹਨ, ਜਿਸ ਕਰਕੇ ਇਸ ਪਲਾਟ ਦਾ ਕਬਜ਼ਾ ਉਸ ਨੂੰ ਦਿੱਤਾ ਜਾਵੇ ਤਾਂ ਜੋ ਉਹ ਪਲਾਟ ਤੇ ਮਕਾਨ ਦੀ ਉਸਾਰੀ ਕਰ ਸਕੇ। ਦਫਤਰੀ ਰਿਕਾਰਡ ਅਨੁਸਾਰ ਕਿਉਂ ਜੋ ਇਹ ਪਲਾਟ ਪਹਿਲਾਂ ਹੀ ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਨੇ ਆਪਣੇ ਪਤੀ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਗੁਰਦਿਆਲ ਸਿੰਘ ਦੀ ਮੌਤ ਹੋ ਜਾਣ ਕਾਰਨ ਮਿਲਖ ਦਫਤਰ ਤੋਂ ਪਲਾਟ ਦੀ ਮਲਕੀਅਤ ਆਪਣੇ ਨਾਂ ਤਬਦੀਲ ਕਰਵਾ ਲਈ ਸੀ ਅਤੇ ਅੱਗੇ ਇਹ ਪਲਾਟ ਅਤੇ ਉਸ ਤੇ ਕੀਤੀ ਹੋਈ ਉਸਾਰੀ ਸਮੇਤ ਅੱਗੇ ਸ਼੍ਰੀਮਤੀ ਸੁਰਜੀਤ ਕੌਰ ਪਤਨੀ ਸ਼੍ਰੀ ਮਨਮੋਹਨ ਸਿੰਘ ਅਤੇ ਮੁੜ ਸ਼੍ਰੀ ਅਮਰੀਕ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਬੀਰ ਸਿੰਘ ਦੇ ਨਾਂ ਵਿਕ ਚੁੱਕਿਆ ਸੀ, ਜਿਸ ਕਰਕੇ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਨੱਥੂ ਰਾਮ ਨੇ ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਪਤਨੀ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਗੁਰਦਿਆਲ ਸਿੰਘ, ਪਿੰਡ ਹੰਮਾਯੂਪਰ ਅਤੇ ਮਿਲਖ ਦਫਤਰ ਵਿਰੁੱਧ ਪਲਾਟ ਦੀ ਓਨਰਸ਼ਿਪ ਸਬੰਧੀ ਸਬ ਜੱਜ, ਫਸਟ ਕਲਾਸ, ਖਰੜੂ, ਦੀ ਅਦਾਲਤ ਵਿੱਚ ਕੋਰਟ ਕੇਸ ਦਾਇਰ ਕਰ ਦਿੱਤਾ, ਜਿਸ ਦਾ ਫੈਸਲਾ ਦਾਹਵਾਕਰਤਾ ਦੇ ਹੱਕ ਵਿੱਚ ਮਿਤੀ 24-10-1994 ਨੂੰ ਹੋ ਗਿਆ ਅਤੇ ਕੋਰਟ ਨੇ ਸ਼੍ਰੀ ਅਮਰੀਕ ਸਿੰਘ ਨੂੰ ਪਲਾਟ ਨੰਬਰ 454, ਫੇਜ਼ 3 ਏ, ਦਾ ਸਟਰਕਚਰ ਹਟਾਉਣ ਦੇ ਵੀ ਹੁਕਮ ਕੀਤੇ।

6. ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਪਤਨੀ ਲੇਟ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ, ਵਾਸੀ ਪਿੰਡ ਹੰਮਾਯੂਪਰ ਨੇ ਉਕਤ ਕੋਰਟ ਦੇ ਹੁਕਮਾਂ ਵਿਰੁੱਧ ਜਿਲ੍ਹਾ ਕੋਰਟ, ਰੋਪੜ ਵਿਖੇ ਅਪੀਲ ਦਾਇਰ ਕੀਤੀ ਅਤੇ ਕੋਰਟ ਵੱਲੋਂ ਮਿਤੀ 17-4-98 ਨੂੰ ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਦੇ ਵਿਰੁੱਧ ਫੈਸਲਾ ਕੀਤਾ ਗਿਆ।

7. ਸ਼੍ਰੀ ਅਮਰੀਕ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਬੀਰ ਸਿੰਘ (ਮੌਜੂਦਾ ਓਨਰ) ਵੱਲੋਂ ਹਾਈਕੋਰਟ ਵਿੱਚ ਉਕਤ ਹੁਕਮਾਂ ਵਿਰੁੱਧ ਆਰ.ਐਸ.ਏ. ਨੰਬਰ 1123 /1998 ਦਾਇਰ ਕੀਤੀ ਅਤੇ

ਮਾਨਯੋਗ ਹਾਈਕੋਰਟ ਵੱਲੋਂ ਡੈਮੋਲੇਸ਼ਨ ਸਟੇਅ ਕਰਨ ਦੇ ਮਿਤੀ 17-7-2003 ਨੂੰ ਹੁਕਮ ਕੀਤੇ।

8. ਸ੍ਰੀ ਅਮਰੀਕ ਸਿੰਘ ਵੱਲੋਂ ਪਲਾਟ ਨੰਬਰ 454, ਫੇਜ਼ 3ਏ, ਅਤੇ ਇਸ ਤੇ ਉਸਾਰੀ ਇਮਾਰਤ ਦੀ ਮਲਕੀਅਤ ਸੇਲ ਡੀਡ ਦੇ ਅਧਾਰ ਤੇ ਆਪਣੇ ਨਾਂ ਤਬਦੀਲ ਕਰਵਾਉਣ ਹਿੱਤ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਪੁੱਡਾ ਜੀ ਪਾਸ ਅਪੀਲ ਵੀ ਕੀਤੀ ਸੀ, ਜਿਹੜੀ ਕਿ ਮਿਤੀ 25-10-2004 ਨੂੰ ਕਟ ਕੀਤੀ ਗਈ ਸੀ ਅਤੇ ਸ੍ਰੀ ਅਮਰੀਕ ਸਿੰਘ ਵੱਲੋਂ ਇਹਨਾਂ ਹੁਕਮਾਂ ਵਿਰੁੱਧ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ, ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ-ਕਮ-ਰਵੀਜ਼ਨ ਅਥਾਰਟੀ ਕੋਲ ਰਵੀਜ਼ਨ ਪਟੀਸ਼ਨ ਵੀ ਦਾਇਰ ਕੀਤੀ ਸੀ, ਜਿਹੜੀ ਕਿ ਮਿਤੀ 26-4-2005 ਨੂੰ ਇਹਨਾਂ ਹੁਕਮਾਂ ਨਾਲ ਡਿਸਪੋਜ਼ ਆਫ ਕੀਤੀ ਗਈ ਕਿ ਪਾਰਟੀ ਨੇ ਰੈਗੂਲਰ ਸੈਕਿਡ ਅਪੀਲ ਨੰਬਰ 1123 ਆਫ 1998 ਹਾਈਕੋਰਟ ਵਿਖੇ ਦਾਇਰ ਕੀਤੀ ਹੋਈ ਹੈ ਇਸ ਲਈ ਫੈਸਲਾ ਹੋਣ ਉਪਰੰਤ ਹੀ ਅਪੀਲਕਰਤਾ ਪਟੀਸ਼ਨ ਦਾਇਰ ਕਰ ਸਕਦਾ ਹੈ।

9. ਇਸ ਆਰ.ਐਸ.ਏ. ਨੰਬਰ 1123/1998 ਦੀ ਸੁਣਵਾਈ ਹਾਈਕੋਰਟ ਵਿੱਚ ਰਚੀ ਲੋਕ ਅਦਾਲਤ ਵਿੱਚ ਮਿਤੀ 9-5-2006 ਨੂੰ ਹੋਈ ਸੀ, ਜਿਸ ਵਿੱਚ ਸਬੰਧਤ ਜੱਜ ਸਾਹਿਬਾਨ ਵੱਲੋਂ ਪੁੱਡਾ ਤੋਂ ਇਹ ਪੁੱਛ ਕੀਤੀ ਸੀ ਕਿ ਕਿਉਂ ਜੋ ਪਟੀਸ਼ਨਕਰਤਾ ਅਜੋਕੀਆਂ ਪ੍ਰਚੱਲਿਤ ਕੀਮਤਾਂ ਤੇ ਪਲਾਟ ਲੈਣ ਲਈ ਤਿਆਰ ਹੈ, ਜਿਸ ਕਰਕੇ ਜੇਕਰ ਪੁੱਡਾ ਅਜੋਕੀਆਂ ਪ੍ਰਚੱਲਿਤ ਕੀਮਤਾਂ ਤੇ ਪਲਾਟ ਦੇਣ ਲਈ ਸਹਿਮਤ ਹੋਵੇ ਤਾਂ ਉਪਲਬਧ ਖਾਲੀ ਪਲਾਟ ਨੰਬਰ ਕੋਰਟ ਨੂੰ ਦੱਸੇ ਜਾਣ।

10. ਇਸ ਸਬੰਧ ਵਿੱਚ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਕਿਉਂਕਿ ਪਲਾਟ ਨੰਬਰ 454, ਫੇਜ਼ 3ਏ, ਦੀ ਅਲਾਟਮੈਂਟ ਸ੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਨੱਥੂ ਰਾਮ ਦੇ ਨਾਂ ਦਫਤਰ ਵਿੱਚ ਵੱਲੋਂ ਕੀਤੀ ਗਈ ਸੀ। ਪਰ ਬਾਅਦ ਵਿੱਚ ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਨੇ ਉਸਦੇ ਪਤੀ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਗੁਰਦਿਆਲ ਸਿੰਘ ਦੀ ਮੌਤ ਹੋਣ ਉਪਰੰਤ ਆਪਣੇ ਨਾਂ ਕਰਵਾਉਣ ਹਿੱਤ, ਜਦੋਂ ਸਾਰੇ ਦਸਤਾਵੇਜ਼ ਦਫਤਰ ਪੇਸ਼ ਕੀਤੇ ਗਏ ਤਾਂ ਉਸ ਸਮੇਂ ਦਫਤਰ ਦੇ ਸਬੰਧਤ ਅਮਲੇ ਦੀ ਗਲਤੀ ਅਤੇ ਅਣਗਹਿਲੀ ਕਾਰਨ ਅਲਾਟ ਕੀਤੇ ਹੋਏ ਪਲਾਟ ਦੀ ਤਬਦੀਲੀ ਕੀਤੀ ਜਦਕਿ ਉਸ ਸਮੇਂ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਗੁਰਦਿਆਲ ਸਿੰਘ ਦੀ ਅਰਜ਼ੀ ਵੀ ਪੈਡਿੰਗ ਪਈ ਸੀ। ਇਸ ਗਲਤੀ/ਅਣਗਹਿਲੀ ਉਪਰੰਤ ਵੀ ਦਫਤਰ ਵੱਲੋਂ ਅੱਗੋਂ ਵੀ ਲਗਾਤਾਰ ਗਲਤੀਆਂ ਕੀਤੀਆਂ ਜਾਂਦੀਆਂ ਰਹੀਆਂ, ਜਿਵੇਂ ਕਿ ਸ਼੍ਰੀਮਤੀ ਜੋਗਿੰਦਰ ਕੌਰ ਵਿਧਵਾ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਗੁਰਦਿਆਲ ਸਿੰਘ ਵੱਲੋਂ ਉਪਰੋਕਤ ਦਰਸਾਏ ਅਨੁਸਾਰ ਅੱਗੋਂ ਪਲਾਟ ਅਤੇ ਉਸ ਤੇ

ਉਸਾਰੀ ਇਮਾਰਤ ਦੀ ਤਬਦੀਲੀ ਸ਼ੀਮਤੀ ਸੁਰਜੀਤ ਕੌਰ ਪਤਨੀ ਸ਼੍ਰੀ ਮਨਮੋਹਨ ਸਿੰਘ ਅਤੇ ਮੁੜ ਅੱਗੋਂ ਸ਼੍ਰੀ ਅਮਰੀਕ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਬੀਰ ਸਿੰਘ ਦੇ ਨਾਂ ਐਨ.ਓ.ਸੀ. ਜਾਰੀ ਕਰਨ ਉਪਰੰਤ ਸੇਲ ਡੀਡ ਕਰਨ ਦੇ ਆਧਾਰ ਤੇ ਕੀਤੀ ਗਈ। ਅਜਿਹੀ ਸਥਿਤੀ ਵਿੱਚ ਜੇਕਰ ਦਫਤਰ ਵੱਲੋਂ ਅਜਿਹੀਆਂ ਗਲਤੀਆਂ ਅਤੇ ਅਣਗਹਿਲੀਆਂ ਨਾ ਕੀਤੀਆਂ ਜਾਦੀਆਂ ਤਾਂ ਸਬੰਧਤ ਅਲਾਟੀਆਂ ਵੱਲੋਂ ਦਫਤਰ ਨਾਲ ਕੀਤੀ ਜਾ ਰਹੀ ਅਣਚਾਹੀ ਲਿਟੀਗੇਸ਼ਨ ਤੋਂ ਬਚਿਆ ਜਾ ਸਕਦਾ ਸੀ। ਇਸ ਸਮੇਂ ਪੁੱਡਾ ਦੇ ਕਸੂਰਵਾਰ ਕਰਮਚਾਰੀਆਂ/ਅਧਿਕਾਰੀਆਂ ਵਿਰੁੱਧ ਕਰੀਮੀਨਲ ਕੇਸ ਵੀ ਜੂਡੀਸ਼ੀਅਲ ਕੋਰਟ, ਮੁਹਾਲੀ ਵਿੱਚ ਰਜਿਸਟਰਡ ਹੈ।

ਇਥੇ ਇਹ ਵੀ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਮੌਜੂਦਾ ਓਨਰ ਸ਼੍ਰੀ ਅਮਰੀਕ ਸਿੰਘ ਨੇ ਇਕ ਪ੍ਰਤੀ ਬੇਨਤੀ ਦਿੱਤੀ ਹੋਈ ਹੈ, ਜਿਸ ਵਿੱਚ ਉਨ੍ਹਾਂ ਨੇ ਬੇਨਤੀ ਕੀਤੀ ਹੈ ਕਿ ਪਲਾਟ ਨੰ: 454, ਫੇਜ਼-3 ਏ, ਮੁਹਾਲੀ ਉਸ ਕੋਲ ਹੀ ਰਹਿਣ ਦਿੱਤਾ ਜਾਵੇ ਅਤੇ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਨੱਥੂ ਰਾਮ ਨੂੰ ਪੁੱਡਾ ਕੋਈ ਹੋਰ ਇਸੇ ਸਾਈਜ਼ ਦਾ ਪਲਾਟ ਅਲਾਟ ਕਰ ਦੇਵੇ ਅਤੇ ਉਹ ਨਵੇਂ ਅਲਾਟ ਹੋਣ ਵਾਲੇ ਪਲਾਟ ਦੀ ਮੌਜੂਦਾ ਰੇਟਾਂ ਨਾਲ ਕੀਮਤ ਅਦਾ ਕਰਨ ਨੂੰ ਤਿਆਰ ਹੈ। ਇਸੇ ਤਰ੍ਹਾਂ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਨੱਥੂ ਰਾਮ (ਜਿਸ ਦੀ ਹੁਣ ਮੌਤ ਹੋ ਚੁੱਕੀ ਹੈ) ਦੇ ਕਾਨੂੰਨੀ ਵਾਰਸ ਨੇ ਵੀ ਇਸ ਬਾਰੇ ਸਹਿਮਤੀ ਦਿੱਤੀ ਹੋਈ ਹੈ।

ਇਹ ਕੇਸ ਦਫਤਰ ਵੱਲੋਂ ਘੋਖਿਆ ਗਿਆ ਅਤੇ ਸਿਧਾਂਤਕ ਤੌਰ ਤੇ ਦਫਤਰ ਸ਼੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਨੱਥੂ ਰਾਮ ਦੇ ਕਾਨੂੰਨੀ ਵਾਰਸ ਨੂੰ ਸ਼ਹਿਰੀ ਮਿਲਖ ਵਿੱਚ ਪਏ ਉਸੇ ਸਾਈਜ਼ ਦਾ ਪਲਾਟ ਅੱਜ ਰੇਟਾਂ ਨਾਲ ਅਲਾਟ ਕਰਨ ਦਾ ਵਿਚਾਰ ਰੱਖਦਾ ਹੈ, ਜਿਸ ਦੀ ਕੀਮਤ ਸ਼੍ਰੀ ਅਮਰੀਕ ਸਿੰਘ ਪੁੱਤਰ ਸ਼੍ਰੀ ਬੀਰ ਸਿੰਘ ਅਦਾ ਕਰੇਗਾ, ਤਾਂ ਜੋ ਗਮਾਡਾ ਅਤੇ ਸਬੰਧਤ ਧਿਰਾਂ ਲੰਬੀ ਲਿਟੀਗੇਸ਼ਨ ਤੋਂ ਬੱਚ ਸਕਣ। ਇਸ ਤਰ੍ਹਾਂ ਕਰਨ ਨਾਲ ਗਮਾਡਾ ਨੂੰ ਕੋਈ ਵਿੱਤੀ ਨੁਕਸਾਨ ਵੀ ਨਹੀਂ ਹੋਵੇਗਾ। ਇਸ ਸਮੇਂ ਅਲਾਟਮੈਂਟ ਸ਼ਾਖਾ ਦੀ ਰਿਪੋਰਟ ਅਨੁਸਾਰ ਪਲਾਟ ਨੰਬਰ-1627 ਅਤੇ ਪਲਾਟ ਨੰ: 1748, ਫੇਜ਼-5, ਮੁਹਾਲੀ ਜੋ ਪਲਾਟ ਨੰ: 454, ਫੇਜ਼-3 ਏ, ਮੁਹਾਲੀ ਦੇ ਸਾਈਜ਼ ਦੇ ਹਨ, ਅਲਾਟਮੈਂਟ ਲਈ ਉਪਲਬੱਧ ਹਨ।

ਅਜੇਡਾ ਇਗਜ਼ੈਕਟਿਵ ਕਮੇਟੀ ਦੇ ਵਿਚਾਰ/ਪ੍ਰਵਾਨਗੀ ਲਈ ਪੇਸ਼ ਹੈ।

Agenda item No. 1.15

Plot No.15, Sector-69, S.A.S. Nagar - waiving of interest/penalty on due installments/amount of Rs. 12,75,077/-

Plot No.15, Sec-69, S.A.S.Nagar, measuring 500 sq. yds. was allotted vide allotment letter No.410 dated 28-12-99, to Sarv/Sh. Kanwaljit Singh and Jagjit Singh son's of Sh. Harbans Singh Narang @ Rs.1400/- per sq. yd. The total cost of plot which was Rs. 7,00,000/-. As per the terms and conditions of the allotment letter, the allottee was required to deposit 25% cost of the plot within 30 days from the issue of the allotment letter and the balance 75% of the plot was required to be deposited in lumpsum within 60 days from the date of issuance of allotment letter. The allotment was further subject to the certain terms and condition inter-alia mentioned therein. Condition No. 9 and 20 which are relevant in the present case are reproduced as under:-

9. In case any installment is not paid by you by the tenth of the month following the month in which it falls due then without prejudice to any action under Section 45 of the Punjab Regional and Town Planning and Development Act, 1995 you shall be liable to pay interest on the installment so due at the rate of one and half percent per men sum for the period of default no exceeding one year and thereafter @2% per men sum till the date of installment so due is actually paid or till the date action is initiated u/s 45 of the said Act whichever date is earlier.
20. The allotment is strictly under the provisions of the Punjab Urban Planning and Development Authority Act, 1995, Rules/policies framed and as amended from time to time.

Though, the allottee deposited 25% amount of the plot within the stipulated period but the remaining 75% amount was not deposited within the required period for which notices were issued on 20-9-2002, 26-12-2003 and 2-3-2004 for depositing the same alongwith interest/penalty as per the conditions of allotment letter and policy of PUDA. One of the co-allottee namely Sh. Kanwaljit Singh filed an appeal before the Chief Administrator, PUDA, Mohali on 7-4-2004 against the demand raised by the Estate Officer vide his letter dated 26-12-2003 and 2-3-2004 inter-alia praying therein that impositioned penal interest and extension fee may be set aside. Additional Chief Administrator, PUDA, Mohali (exercising the power of Chief Administrator, PUDA) passed orders on the appeal of Sh. Kanwaljit Singh on 11-5-2004 vide which he directed the Estate Officer, PUDA, Mohali to adopt the procedure as laid down in the Punjab Regional and Town Planning and Development Act, 1995 for imposing penalty on the delayed payment and also directed to pass speaking orders after affording an opportunity of hearing to the co-allottee Sh. Kanwaljit Singh. On 15-6-2004 he requested the Estate officer Mohali that the order imposing penal interest and extension fees may be withdrawn. The Estate Officer, PUDA, Mohali vide letter dated 18-3-2005 requested the allottee to deposit the due amount of Rs.12,75,077/- by 31-03-2005 and it was also

intimated that if the said amount was not deposited then the action under the provisions of the Act will be taken. The other co-allottee namely Sh. Jagjit Singh through his Secretary on 29-3-2005, deposited the amount of Rs. 1.00 Lac. and also asked for the details of the due amount which was furnished to him vide letter dated 21-4-2005. Thereafter, on 6-5-2005 Sh. Jagjit Singh Objected to the charging of penal interest and also requested that the conveyance deed of the plot be executed in his name only as his brother (co-allottee) was neither a not interested in the payment of the amount nor he had ever made any efforts for fighting the litigation. The matter remained pending for ascertaining the position of making payment by the two brothers. However on 1-7-2005 Sh. Kanwaljit Singh deposited Rs.5,50,000/- and he also requested on 22-8-2005 that the balance amount may be intimated to him. In the meantime Sh. Kanwaljit Singh expired on 21-12-2005.

Now Sh. Jagjit Singh vide his application dated 14-7-2006 has raised certain issues on the charging of the interest/penalty (copy of the same is enclosed) on Annexure-'A'

The matter remained unresolved and after deliberation of length it was final decided to obtained legal advise from the Advocate General Punjab as to whether interest/penalty on the amount due which was not deposited in the stipulated period can be charged. The Ld. Advocate General Punjab has given his opinion on dated 23-12-06 (copy enclosed at Annexure-'B'). The gist of advise is as under :-

"Since a reading of condition 9, 20 and section 45(1) in the facts and circumstances disclosed in the note do not suggest provision allowing levy of interest no legal opinion is necessary with regard to interpretation of the aforesaid provisions.

Therefore, in my opinion no interest could be charged in the present case however, action in terms of section 45(1) can be taken after following the procedure enumerating therein."

In view of the position of the case explained above and the opinion rendered by the Ld. Advocate General Punjab, the matter is placed before the "Executive Committee" of GMADA for taking appropriate decision as to whether the charging interest already claimed by this office as per terms & conditions of allotment letter and policy of PUDA be not asked for from the allottee and only the penalty on the principle amount as per the advise of Advocate General, Punjab be charged ?

Annexure - A

(1)

From

J.S.Narang,
#29 Sector-4,
Chandigarh.

To

The Estate officer,
PUDA, SAS Nagar,
Mohali.

पु: ए: म: 91
सं: 20/5/06

Sub: Plot No.15 Sector-69, Mohali-Execution of conveyance
Deed.

In continuation of letter dated May 6, 2005, which was

received in your office against entry No.3526 dated May 6, 2005, in response to your communication dated April 21, 2005, it had been categorically stated that the amount payable should be indicated if Mr.Kanwaljit Singh Narang is not interested in depositing the payment. It has also been categorically stated that for charging penal interest, as has been indicated in the communication dated April 21, 2005, no notice whatsoever had been received by any of the allottees. It had been indicated that the penal interest cannot be debited to the account of the allottee without his/her knowledge. In fact, no interest is chargeable, what to say of penal interest, as none is applicable to be charged as per the terms of letter of allotment as also the provisions of law applicable. In this regard your attention may be drawn to the judgment of the Hon'ble Supreme Court

rendered in re: Central Bank of India v. Ravindra and others, AIR 2001 SC 3095, the relevant extract of para 55 reads as under :-


" xx xxx xxxx xx Penal interest, service charges and other over-heads are debited to the account of the borrower and

(2)

capitalised of which debits the borrower may not even be aware. If the practice of charging interest on quarterly rests is upheld and given a judicial recognition, unscrupulous banks may resort to charging interest even on monthly rests and capitalising the same. Statements of accounts supplied by banks to borrowers many a times do not contain particulars or details of debit entries and when written ion hand are worse than medical prescriptions putting to test the eyes and wits of the borrowers. Instances of unscrupulous, unfair and unhealthy dealings can be multiplied though they cannot be generalised. Suffice it to observe that such issues shall have to be left open to be adjudicated upon in appropriate cases as and when actually arising for decision and we cannot venture into laying down law on such issues as do not arise for determination before us. However, we propose to place on record a few incidental observations, without which, we feel, our answer will not be complete and that we do as under:-

(1) Though interest can be capitalised on the analogy that the interest falling due on the accrued date and remaining unpaid partakes the character of amount advanced on that date, yet penal interest, which is charged by way of penalty for non payment, cannot be capitalised. Further interest, i.e. Interest on interest, whether simple, compound or penal, cannot be claimed on the amount of penal interest. Penal interest cannot be capitalised. It will be opposed to public policy.

(2) Novation, that is, a debtor entering into a fresh



(3)

agreement with creditor undertaking payment of previously borrowed principal coupled with interest by treating the sum total as principal, any contract express or implied and an express acknowledgement of accounts are best evidence of capitalisation. Acquiescence in the method of accounting adopted by the creditor and brought to the knowledge of the debtor may also enable interest being converted into principal. A mere failure to protest is not acquiescence.

Xx xx xxx xxx xxx".

The communication is indicative of charging of penal interest. If simple interest is not chargeable pursuant to the letter of allotment, the question of penal interest would not arise at all. The Hon'ble Supreme Court has categorically held that penal interest, service charges and other heads if debited in the account of the borrower of which he may not be aware, cannot be claimed. In the present case, it has not been disclosed as to on what basis the interest/penal interest has been charged and whether any notice was ever served upon the allottees. In the absence thereof, on all counts the interest/penal interest could not have been debited to the accounts of the allottees. Resultantly the same be deleted from the account.

However, it had also been pointed out that what to say of penal interest, even simple interest is not chargeable as is evident from the original letter of allotment as the payment was not to be made in instalments. It may be stated that vide communication i.e. Memo No.PUDA:A-11/2000/9682, dated 25.4.2000, the balance amount of Rs.5,25,000/- had been claimed and no interest had been claimed, what to say of penal interest as none can be charged under the terms of allotment. It

(4)

may be repeated that no communication from your office has been received on this issue. It is the settled law that none can be condemned unheard. If a notice had been issued and in response thereto the facts had been divulged by the allottees, the interest/penal interest could not have been debited to the account. The interest/penal interest be deleted from the account of the allottees.

However, a sum of Rs.5,50,000/- has been deposited vide pay order dated July 1, 2005. Whereas, in fact the total payment due and payable was Rs.4,23,650/- excluding the extension fee of Rs.1,26,350/- which was not payable as the possession of the plot in question has not been delivered. Unless, the authorities presumed that upon the allotment of the plot the possession of the plot shall be deemed to have been delivered, after 90 days from the date of the allotment.

Thus, according to the matrix applicable in the case, no interest / penal interest could be charged by PUDA as there is no stipulation applicable in this regard. There is no statutory provision under which interest/penal interest in generality can be charged. In this regard your attention is drawn to the law settled by the Hon'ble Supreme Court in *re: Clariant International Ltd. V. Securities & Exchange Board of India*, AIR 2004, S.C.4236, the relevant para is extracted as under :-

"30. Interest can be awarded in terms of an agreement or statutory provisions. It can also be awarded by reason of usage or trade having the force of law or equitable considerations. Interest cannot be awarded by way of damages except in cases where money due is wrongfully withheld and there are equitable and there are equitable grounds therefor, for

(5)

which a written demand is mandatory."

So far as the extension fee is concerned, the authorities may indicate whether the possession shall be deemed to be that of the allottees after 90 days of the allotment or the possession is yet to be delivered. In case, the possession is yet to be delivered the question of charging extension fee would not arise.

It had earlier been informed that the second allottee Mr. Kanwaljit Singh Narang, has since died and no claimants have established the claim vis-a-vis the rights of the deceased. In view of the entire payment having been received by PUDA the Conveyance Deed be executed in favour of the undersigned subject to the right of any claimant establishing the right to the extent of their share in accordance with law. Of course, the extension fee paid to the extent of Rs. 1,26,350/- be refunded accordingly if the deemed delivery of possession is not accepted.

(J.S. Narang)
29, Sector-4,
Chandigarh.

14.7.2006

CC:

Chief Administration, PUDA, SAS Nagar Mohali for
information.

(J.S. Narang)
29, Sector-4,
Chandigarh.

14.7.2006

Amateur - 'B'

This reply is based on a reading of pages 103 - 104 alone ex-parte.

The question that has been posed does not require any legal opinion in as much as no policy is under examination, neither is the question raised in any pending litigation.

However, since pages 103 - 104 have been examined in context of the question that has been posed, it would suffice to notice that the allotment letter required payment of the balance amount of 75% towards the cost of the plot to be deposited within 60 days from the issuance of the allotment letter in lumpsum.

The allotment letter does not speak of any payment to be made in instalments. In this situation, reference to condition number 9 does not appear to be necessary as it would be applicable only in case instalments were to be paid. Admittedly, no installments are required to be paid in the instant case.

On the other hand, it goes without saying that the allotment would abide by the provisions of the Act. Thus, condition number 20 would be relevant in order to notice the provision of law under which interest, penal or otherwise can be imposed. It is perhaps in this context, that reference has been made to section 45 (1) of the Punjab Regional and Town Planning and Development Act, 1995. The provisions of this section are absolutely clear. These provisions mandate the issuance of a notice in writing by the Estate Officer calling upon the Transferee to show cause within a period of 30 days, why a penalty as may be determined by the Authority be not imposed. The language of this provision does not refer to the power to levy any interest. On the other hand, it allows imposition of penalty by the Authority.

[Handwritten signature]

Keeping the aforesaid provision of the statute and the relevant clauses of the conditions of allotment that have been referred to in the note, it appears that interest cannot be charged. However, action in terms of section 45 (1) can be taken in accordance with law which, as already stated, requires issuance of a notice in writing.

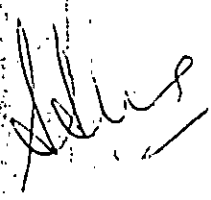
From a perusal of the facts stated on noting sheets 103 - 104 which have been referred for advice, it is not clear as to whether any notice in terms of section 45 (1) was ever issued before 18.03.2005. However, it is apparent that before this notice was issued the amount due was calculated for demand and this contains an element of interest.

Since in the note under reference, no provision has been pointed out except for condition number 9, wherein reference to levy of interest is made, it thus appears evident that there is no provision under which the same could be demanded.

It must be pointed out that there is a reference in the noting to policies which have been framed under the 1995 Act. None of the policies have either been referred to or made available in order to examine whether any such policy would have a bearing on the question that has been raised.

Since a reading of condition 9, 20 and section 45 (1) in the facts and circumstances disclosed in the note do not suggest any provision allowing levy of interest no legal opinion is necessary with regard to interpretation of the aforesaid provisions.

Therefore, in my opinion, no interest could be charged in the present case however, action in terms of section 45 (1) can be taken after following the

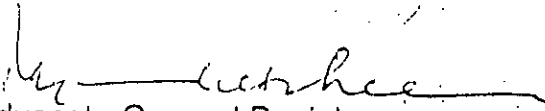


procedure enumerating therein.



Additional Advocate General Punjab

(Sanjeev Sharma)



Advocate General Punjab

(Rajinder Singh Cheema)

AGENDA ITEM NO. **1.16**
(EXECUTIVE COMMITTEE)

Subject: Waiving of penal interest in respect of SCF No.32,
Phase-1, SAS Nagar (Mohali)

The matter on the subject cited above was placed before the Finance and Accounts Committee of PUDA in its 51st meeting held on 20-7-2006 vide item No. 51.07. Copy of the agenda is placed as Annexure-A. This item was deferred by the Finance and Accounts Committee of PUDA.

The legal opinion regarding waiving of penal interest may also obtained from Advocate General, Punjab and he opined that *"No occasion to give a legal opinion arises in view of the fact that the noting itself states that there is no provision in the Act and Rules for waiver of penal interest. Once, the law does not allow any waiver, the question of taking the matter before PUDA or the Finance and Accounts Committee, which are both creatures of the statute does not arise"*.

The Agenda as per Annexure-A is placed before the Executive Committee for consideration and decision.

Agenda item No. 51.07
(Policy Branch)

Date: 11/11/2001
Name of dignitary: A

Subject:- Waiving of penal interest in respect of SCF No. 32, Phase-I, SAS Nagar (Mohali).

1.0 Brief facts of the case are that Shop-cum-Flat No. 32, Phase-I, SAS Nagar (Mohali) was purchased by Smt. Rupinder Aujla in an open auction held on 21.5.1985 for a total consideration money of Rs. 7,26,000/-. As per terms and conditions of the allotment, 25% of the total consideration money was deposited by the petitioner before the allotment. The balance 75% price was payable in four annual equated instalments alongwith the interest @7% per annum. The instalments became due at the expiry of one year from the date of allotment. On the failure of the allottee to deposit the instalment, the site was resumed by the Estate Officer vide his order dated 8.12.97. The Revision Authority vide order dated 19.11.2001 while disposing off the revision against the order of the Estate Officer ordered that the petitioner be charged 7% interest and 10% penal interest on the defaulted amount (copy annexed-I). Unsatisfied with the orders of the appellate authority, the allottee filed a Civil Writ Petition in the Hon'ble Punjab & Haryana High Court which disposed of the same with the following orders:-

"We dispose of this writ petition with the observation that let the petitioner may file an application before the Principal Secretary to Government of Punjab, Department of Housing & Urban Development, Chandigarh, seeking review of the order dated 19.11.2001 in the light of judgement reported as 2001(1) PLG 109, titled Roochira Ceramics Vs. Haryana Urban Development Authority, Dasti" (copy annexed-II)

2.0 While dismissing the application filed in compliance of the above order of Hon'ble Court, the Secretary to Govt. of Punjab, Deptt. of Housing & Urban Development, Chandigarh has observed as under:-

"Notwithstanding that the statutory review/revision petition has been dismissed on merits, it is hereby clarified that the petitioner shall be at liberty to submit a representation, on the executive side to the Chief Administrator, PUDA, highlighting the compelling circumstances under which the default in the payment of the instalments occurred. If and when such representation is submitted, the Chief Administrator, PUDA shall, after affording a reasonable opportunity of hearing to the present petitioner, place a comprehensive agenda item for consideration and decision by PUDA's Finance and Accounts Committee, for the waiver of accumulated penal interest, in whole or in part. Needless to say, the decision of PUDA's Finance & Accounts Committee in the matter shall be final and binding qua the present petitioner (copy annexed-III).

3.0 Smt. Rupinder Aujla submitted a representation in compliance of the above orders and appeared before the Additional Chief Administrator, PUDA, Mohali on directions of the Chief Administrator, PUDA. It was reiterated by her that her husband, who is a senior police officer, was sent on central deputation with the CISF,

2

Delhi and remained on deputation till 1992. She also emphasized that it was period of highly disturbed law & order situation and obviously it was not possible to construct or exploit the property. However, she managed gradually to clear the due instalments. In view of the peculiarity of the circumstances arising out of the law & order situation and the sensitive nature of job of her husband, it has been requested to waive of the penal interest amounting to Rs. 8,11,194/-, as a special case.

4.0 However, as per decision of the Revision Authority vide order dated 19.11.2001, the amount recoverable from the allottee has been worked out to Rs. 7,65,040/- on usual interest @7% + penal interest @ 10% (copy Annexure-IV). It is, however, submitted that sub rule (1) of rule 45 of the Punjab Regional and Town Planning and Development Act, 1995 provides that:-

"where any transferee makes default in the payment of any consideration money, or any instalment, on account of the transfer of any land or building, or both, under section 43, the Estate Officer may, by notice in writing, call upon the transferee to show cause, within a period of thirty days, why a penalty as may be determined by the Authority be not imposed upon him.

Provided that the penalty so imposed shall not exceed the amount due from the transferee."

5.0 The penal interest has been levied against the allottee as per the orders dated 19.11.2001 of the Revision Authority. However, there is no provision in the Act 1995 and rule made thereunder for waiving of penal interest on late depositing of due instalments.

6.0 In view of the position explained above and as per the decision taken by the SHUD in the review petition dated 23.11.04, the matter is placed before the Finance & Accounts Committee for consideration and decision regarding waiving of penal interest amounting to Rs. 7,65,040/- imposed on the allottee in whole or part thereof.

The agenda has been approved by the Hon'ble Chairman, PUDA.

Ado (P)

In reference to noting at page 6.

No occasion to give a legal opinion arises in view of the fact that the noting itself states that there is no provision in the Act and Rules for waiver of penal interest. Once, the law does not allow any waiver, the question of taking the matter before PUDA or the Finance and Executive Committee, which are both creatures of the statute does not arise.

[Signature]

(SANJEEV SHARMA)
ADDL. ADVOCATE GENERAL, PUNJAB
15.12.2006

[Signature]
Ld. A.G. Pb.

ACA (he)
J MADA

[Signature]
22/12/06

S/KO

[Signature] 26/12

A d/s (P)
J m A D A

52-2
No. 51.07

Waiving of Penal interest in respect of SCF No. 32 Phase 1, SAS Nagar (Mohali).

Deferred.

Item No. 51.08

Adjustment of structures of Sh. Gurman Singh S/o Late Sh. Dharam Singh and Sh. Rakhwinder Singh, Baljinder Singh, Tajinder Singh S/o Late Sh. Jagjit Singh in Phase-2, Urban Estate Jalandhar.

Deferred. It was decided to bring this case for consideration in the next meeting of the Finance & Accounts Committee.

Item No. 51.09

Waiving of extension fee in respect of plot No. 1597, Sector 32-A, Samrala Road, Ludhiana.

Deferred.

Item No. 51.10

ਅਕਾਲ ਕੰਪਲੈਕਸ (ਹਵੇਲੀ ਕੋਰ ਜੀ) ਪਟਿਆਲਾ ਵਿਖੇ ਪੁਰਾਣੀ ਤਹਿਸੀਲ ਦੀ ਸਟਰਕਚਰ ਅਧੀਨ ਪੈਦੀਆਂ ਸਾਈਟਾਂ ਦਾ ਕਬਜ਼ਾ ਨਾ ਦੇਣ ਕਾਰਨ ਕਿਸਤਾਂ ਅੱਗੇ ਵਧਾਉਣ ਸਬੰਧੀ।

ਵਿਚਾਰ ਉਪਰੰਤ ਕਮੇਟੀ ਨੇ ਅਕਾਲ ਕੰਪਲੈਕਸ (ਹਵੇਲੀ ਕੋਰ ਜੀ) ਪਟਿਆਲਾ ਵਿਖੇ ਪੁਰਾਣੀ ਤਹਿਸੀਲ ਦੀ ਸਟਰਕਚਰ ਅਧੀਨ ਪੈਦੀਆਂ ਸਾਈਟ ਨੰ: 22, 23, 24 ਅਤੇ 25 ਦੇ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਦੀ ਸ਼ਰਤਾਂ ਅਨੁਸਾਰ ਕਬਜ਼ਾ ਨਾ ਦੇਣ ਕਾਰਣ ਬਕਾਇਆ 75 % ਰਕਮ ਦੀਆਂ ਕਿਸਤਾਂ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਤੋਂ ਇੱਕ ਸਾਲ ਦੀ ਬਜਾਏ ਕਬਜ਼ੇ ਦੀ ਮਿਤੀ ਤੋਂ ਇੱਕ ਸਾਲ ਬਾਅਦ ਨਿਰਧਾਰਤ ਕਰਨ ਸਬੰਧੀ ਮਾਮਲਾ ਪ੍ਰਵਾਨ ਕਰ ਲਿਆ ਗਿਆ।

Annexure B - 5

101

BEFORE THE PRINCIPAL SECRETARY TO GOVERNMENT PUNJAB
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
CHANDIGARH

Smt. Rupinder Aujla,
W/O Sh. G.S. Aujla, IPS,
Inspector General of Police,
Kapurthala Road,
Jalandhar.

...Petitioner

Versus

1. Additional Chief Administrator,
PUDA, Mohali.

2. The Estate Officer,
Punjab Urban Planning & Development Authority,
PUDA, Mohali.

...Respondents

Revision petition under section 45 (8) of the Punjab Regional & Town Planning & Development Act, 1995, against the order dated 2.12.1998 passed by the Additional Chief Administrator, PUDA, Mohali (Exercising the powers of C.A) dismissing the appeal of the petitioner against the order of the Estate Officer PUDA, Mohali dated 8.12.1997 whereby the allotment of SCF No.32, Phase-I Mohali has been resumed.

PRESENT:

1. Smt. Rupinder Aujla- Petitioner.
2. Sh. Pirthi Singh, Law Officer, PUDA, Mohali for the respondents.

ORDER

Briefly stated, the facts of the case are that commercial site SCF No.32, Phase-I, Mohali was purchased by the petitioner through auction held on 21.5.1985. The total consideration money of the site was Rs. 7,26,000/-. 25% price of the sale price of the site was deposited at the time of the auction and the balance 75% of the sale price was

-6-

payable in 4 equated annual instalments together with interest @ 7% per annum. The first instalment was payable at the expiry of one year from the date of auction as per condition No. 5 of the allotment letter. However, the petitioner did not deposit any

instalment as per the schedule mentioned in the allotment letter and as such the Estate

Officer demanded an amount of Rs. 8,11,194/- on account of interest/ penal interest for the delayed period. Since the petitioner had failed to deposit the requisite amount, the

Estate Officer vide his order dated 8.12.1997 resumed the site in question. Against the

said resumption order, the petitioner had filed an appeal before the Additional Chief

Administrator (ACA), Mohali which was allowed in her favour subject to the condition

that the amount of interest/ penal interest be deposited within 60 days from the date of

communication of the order, failing which the order of Estate Officer will remain in

force. Against the order of the ACA, Mohali, the present revision has been filed before

the undersigned.

I have heard both the parties and have also perused the record of the case placed before me during the course of hearing. Sh. Pirthi Singh, Senior Law Officer, Mohali

argued that the petitioner had failed to deposit the instalments as per the schedule

mentioned in the allotment letter. The petitioner had deposited the first, second, third and

fourth instalments, by 1918, 2988, 2816 and 2628 days late respectively and for this

delayed period, interest/ penal interest has been rightly imposed by the Estate Officer,

Mohali. The petitioner argued that her husband is a senior IPS officer and due the

disturbed law and order situation during the period the instalments could not be paid in

time. She also submitted that due to the disturbed conditions, even the building

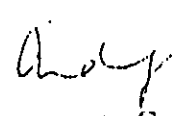
constructed on the site could not be rented out and there was no income as such. She

(5) - 7
- 3

further submitted that the Estate Officer had no power to impose the penalty as per provisions of the Punjab Urban Estates (Dev. & Regulations) Act, 1964. The petitioner also referred to the judgement of the Apex Court in the case of Smt. Shimla Rani Versus the State of Punjab and others in Civil Appeal No. 4272 of 1995. She further submitted that as per the said judgement of the Apex Court, in similar cases only 7% usual interest plus 10% penal interest has been charged by the Estate Officer, whereas in the present case 7% usual interest plus 11% penal interest has been demanded. The Senior Law Officer, Mohali, also admitted that in similar cases 7% usual interest plus 10% penal interest has been charged. Keeping in view the facts / circumstances of the case and in light of the decision of the Apex Court, I am inclined to accept the revision petition and order that in the present case also, 7% usual interest plus 10% penal interest be charged from the petitioner. The Estate Officer PUDA Mohali shall calculate and intimate the exact amount to the petitioner within 15 days from the receipt of this order and the petitioner in turn shall deposit the outstanding amount within one month from the date of receipt of calculations from the Estate Officer. The site in question be restored in favour of the petitioner after realising the outstanding amount within the stipulated period failing which the order of the Estate Officer shall remain in force.

To be communicated.

Place: Chandigarh
Date: 19th Nov., 2001.


Principal Secretary to Govt. Punjab
Department of Housing and Urban Development

Office of G.M. (HQ)

Diary No. 69

Dated 10/2/2002

IN THE HIGH COURT PUNJAB AND HARYANA AT CHANDIGARH

NO. 28/12 Writ/Dated:

Pb Urban Development - Authority through

① Vice-Chairman, Phase-I

② Principal Secretary to Govt of Pb. De.
Urban Development, Punjab, Cha

③ Punjab Urban Development - Authority thr
Addl Chief Administrator, Phase-I

④ Estate Officer Pb Urban Development
Phase-I (Mortgage)

Sub: CIVIL WRIT PETITION NO

Numbered Aug 18

Pb Urban Development Authority & ors
State of Punjab / Haryana / U.T. / Union of India & others

In continuation of this court's letter No. 56
dated 24/4/02 I am directed to forward herewith a copy
of order dated 24/4/02 passed by this court in the
above noted case for immediate compliance together with a copy
of annexure -

Given under my hand and the seal of the court
26th day of April/May 2002

BY ORDER OF THE PUNJAB AND HARYANA HIGH COURT AT CHANDIGARH

Superintendent (Writ)
for Asstt. Registrar (Writs)

29/4/02

29/4/02
12/5/02

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CIVIL WRIT PETITION NO. 679/2001

Smt. Rupinder Arora vs. Sh. G.S. Arora, I.P.S.

Kapurdhala Road, Jahandhar,

Petitioner

Versus

1. Punjab Urban Development Authority through its Vice-Chairman, Phase-I, Mohali
2. Principal Secretary to Govt. of Punjab, Deptt. of Housing and Urban Development, Punjab, Chandigarh
3. Punjab Urban Development Authority, through its Addl. Chief Administrator, Phase-I, Mohali.
4. Estate Officer, Punjab Urban Development Authority, Phase-I Mohali

Respondents

Civil Writ Petition under articles 226/227 of the Constitution of India for issuance of writ in the

respectfully prayed that this Hon'ble High Court may kindly be pleased to:-

- (i) issue a writ in the nature of Certiorari/Mandamus or any other direction setting aside the order dated 19-11-2001 passed by Respondent No. 2 only to the extent vide which it has been ordered to charge 7% interest plus 10% penal interest from the Petitioner;
- (ii) set aside the order dated 2-12-98 Ann P-1 passed by Addl. Chief Administrator, PHDA only to the extent vide which direction has been issued to the deposit the penal interest;
- (iii) direct the Respondents to submit the statement of accounts/calculation on the basis of which the demand has been made;
- (iv) record of the case may kindly be summoned;
- (v) filing of certified copies/originals of Annexures may be exempted;

102
any other writ, order or direction which this Hon'ble High Court may deem fit and proper in the circumstances of the case may kindly be issued.

(viii) Costs of the petition may kindly be awarded in favour of the petitioner.

Contd

Annexure-II

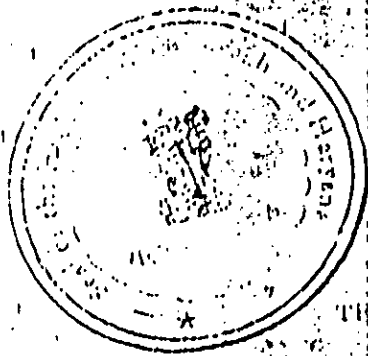
Civil Writ Petition No. 109 of 2002

Ms Nirmaljit Kaur, Advocate,
on behalf of the petitioner.

We have heard the learned counsel for the petitioner and with his assistance have gone through the record of the case.

We dispose of this writ petition with the observation that let the petitioner may file application before the Principal Secretary to Government of Punjab, Department of Housing and Urban Development, Chandigarh, seeking review of the order dated 19.11.2001 in the light of the judgment reported 2001(1) PLJ 109 titled Roohira Caramia v. Haryana Urban Development Authority. Dasti.

April 24, 2002,
mrk



SD/-R. L. AHAND

JUDGE

SD/-AMAR DUTT

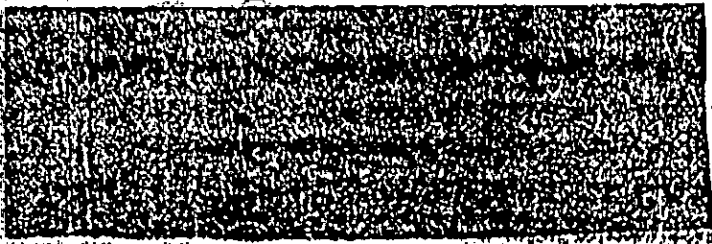
JUDGE

TRUE COPY

EXAMINER

29/4/02

26/7
26/7/02



BEFORE THE SECRETARY TO GOVERNMENT OF PUNJAB,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
CHANDIGARH-CUM-REVISIONAL AUTHORITY UNDER THE
PUNJAB REGIONAL AND TOWN PLANNING & DEVELOPMENT
ACT, 1995.

Smt. Rupinder Aujla w/o Sh. G.S. Aujla,
Additional D.G.P., Punjab Police Academy,
Phillaur, Distt. Jalandhar.

Petitioner

Versus

Additional Chief Administrator,
Punjab Urban Planning and Development Authority,
Mohali.

Respondents

The Estate Officer,
Punjab Urban Planning and Development Authority,
Mohali.

PRESENT:

1. Sh. Ripan Chadha, Advocate, Counsel for the petitioner.
2. Sh. Harmail Singh, Sr. Law Officer, PUDDA, Mohali for the respondents.

REVISION PETITION:

Review petition in respect of order dated 19.11.2001 passed by the Principal Secretary to Government of Punjab, Department of Housing and Urban Development, while exercising powers under Section 45 (8) of the Punjab Regional and Town Planning and Development Act, 1995, in respect of SCF No.32, Phase-I, Mohali, on the directions of Hon'ble Punjab & Haryana High Court.

ORDER:

Brief facts of the case are that Shop-cum-Flat (SCF) No.32, Phase-I, SAS Nagar (Mohali) was purchased by the petitioner in an open auction held on 21.5.1985, for a total consideration money of Rs. 7,26,000/-.

As per terms and conditions of the allotment, 25% of the total consideration money was deposited by the petitioner before the allotment. The balance

75% price was payable in four annual equal instalments, along with the

Sanjiv D. Singh
Superintendent
Pb. Civil Secy.
Chandigarh 160012

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interest @ 7% per annum. The instalments became due at the expiry of one year from the date of allotment.

However, when the petitioner failed to deposit any of the four instalments, the Estate Officer, PUDA, Mohali vide his order dated 8.12.1997 resumed the site in question, along with construction thereon, if any, in favour of PUDA. Against the said order the petitioner had filed an appeal before the Additional Chief Administrator (ACA), PUDA, Mohali which were allowed in her favour subject to the condition that the amount of interest/ penal interest be deposited within 60 days from the date of communication of such arrears. Against this order of the ACA, PUDA, Mohali, the petitioner filed revision petition before the Principal Secretary to Government of Punjab, Department of Housing and Urban Development, who vide his order dated 19.11.2001 accepted the revision petition with the directions that in the present case 7% interest as usual; plus 10% penal interest be charged from the petitioner. The Estate Officer, PUDA, Mohali was further directed to calculate and intimate the exact amount to the petitioner and the petitioner was directed to in turn shall deposit the same within two months. Against the said orders of Principal Secretary to Government of Punjab, Department of Housing and Urban Development, the petitioner filed Civil Writ Petition No.6309/2002 in the Punjab & Haryana High Court. The Hon'ble High Court disposed of the said CWP with the following orders:-

"We dispose of this writ petition with the observation that let the petitioner may file an application before the Principal Secretary to Government of Punjab, Department of Housing and Urban Development Chandigarh, seeking review of the order dated 19.11.2001 in the light of the judgment reported as 2001 (1) PLG 109, titled Roochira Ceramics Vs. Haryana Urban Development Authority, Dast"

Sanyal S. H.
Superintendent
P. Civil Secy
Chandigarh

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Hence the present review petition.

This case had previously come up for hearing on 15.9. 2004. The counsel for the petitioner had argued during the course of the preliminary arguments, that this forum is duty-bound, under the instructions of the Hon'ble Punjab & Haryana High Court, to consider this review application in view of the judgment of the Supreme Court of India, passed in the case of Roochira Ceramics Vs. HUDA (2005) (1)PLJ- page 109). It was further argued that this sale had been effected under the Punjab Urban Estates (Development and Regulation) Act, 1964, before 1.7.95. Under the said Act, now repealed by the Punjab Regional and Town Planning and Development Act, 1995, there was no statutory provision for charging any penal interest, he argued. Moreover, there is also no such condition embodied in the original letter of allotment.

On the other hand, the counsel for the representative of PUDA, Shri Harmail Singh, Senior Law Officer, had argued that the case of Roochira Ceramics pertains to HUDA, which is governed by a different statute and as such this judgment was not directly applicable or relevant in the instant case. It was also stated that there were a number of other judgments of the Hon'ble Supreme Court of India to the effect that persistent default by an allottee cannot be encouraged by a public organisations, like PUDA and in case of such persistent default, the defaulter had option either to pay up penal interest as per the general policy or face resumption/ cancellation.

However, the representative of PUDA asked for further time to submit a detailed reply in this regard.

Having considered the totality of the circumstances, I had deemed it fair, just and reasonable to allow PUDA reasonable time to file a detailed

Attested
S. Singh Bala
Superintendent
Pb. Civil Secy
Chandigarh

15 (M) 16
submission in this regard, with a copy directly to the counsel for the petitioner. This reply was expected to inter-alia address:

- i) Whether there is any provision in the letter of allotment to charge penal interest;
- ii) Whether penal interest was chargeable under the Punjab Urban Estates (Development & Regulation) Act, 1964;
- iii) Whether there are any Supreme Court judgments in PUDA's favour;
- iv) Whether the case of Rqochira Ceramics Vs. HUDA is not applicable in this case, if so, why not; and
- v) Whether the provisions of the Punjab Regional and Town Planning and Development Act, 1995 can be read into the terms and conditions of this sale, although the sale was effected before 1.7.1996 (i.e. the date on which this Act came into force).

The case again came up for hearing today in the presence of Shri Ripan Chadha, Advocate, Counsel for the petitioner and PUDA was represented by its Senior Law Officer, PUDA, Mohali. The Senior Law Officer, PUDA, Mohali, referred to the detailed reply already submitted on

third and fourth instalments were deposited 1918, 1988, 2816 and 2628 days late respectively and for the this delayed period an amount of Rs. 8,11,194/- was required to be deposited on account of penalty/ penal interest. He further submitted that as per condition No. 3 of the allotment letter, the sale is governed by the provisions of the Punjab Urban Estates (Development and Regulation) Act, 1964 and Rules made there under. Under Section 23 of the Act ibid, the State Government was competent to make rule for carrying out the purposes of the Act. Under Rule 13 of the Punjab Urban Estates (Sale of Sites) Rules, 1965, the following procedure has been laid down in the case of default:-

Superintendent
Pb. Civil Secty
Chandigarh

16 11 (12)

"In case an instalment is not paid by the transferee by the 10th of the month following the month in which it falls due, a notice shall be served on the transferee calling upon him to pay the instalment within a month together with a sum not exceeding such amount as may be determined by the Estate Officer, by way of penalty. If the payment is not made within the said period or such extended period as may be allowed by the Estate officer, not exceeding three months in all, from the date on which the instalment was originally due, the Estate Officer may proceed to have same recovered as an arrear of land revenue or to take action under section 10"

Therefore, the Estate Officer was very much competent to determine the penal interest on delayed payments, more so, where a general policy/ practice of evaluating penal interest was in force. The Senior Law Officer also submitted that such action of the Estate Officer has been upheld by the Hon'ble Supreme Court of India in Civil Appeal 4272/1995 - State of Punjab V/s Shimla Rani, which was practically identical to the present case. Also, in the case of Harbhajan Singh Bajwa V/s State of Punjab, the Hon'ble Punjab and Haryana High Court, in Civil Writ Petition No. 4624/1995 had also upheld the action of State of Punjab to charge 10% penalty and 7% interest on delayed payments and this was confirmed by the

of these judgments were produced and have been placed on the file.

The Senior Law Officer PUDA, Mohali, also argued that the case of Roochira Ceramics pertains to HUDA, which is governed by a different statute and as such this judgment is not directly applicable and relevant in the instant case. He further submitted that under Section 183 of the Punjab Regional and Town Planning and Development Act, 1995 the provisions of this Act are deemed to have been applicable on the actions taken under the Punjab Urban Estates (Development and Regulation) Act, 1964 and proceedings arising out of the allotments made under the old Act.

Amrinder Singh
Superintendent
Pb. Civil Secty
Chandigarh-160013

17 (13)
I have heard the learned parties and their representatives at length.

The case of Roochira Ceramics versus Haryana Urban and Development Authority (HUDA) is obviously not applicable in this case, since this body has been constituted under a different statute of the neighboring State of Haryana. In this instant case, the auction was conducted under the provision of the Punjab Urban Estates (Development and Regulation) Act 1964, and the Rules framed thereunder, viz the Punjab Urban Estates (Sale of Sites) Rules 1965. As highlighted before, Rule 13 of these Rules empowers the Estate Officer to impose a suitable penalty. Although this Act of 1963 and the Rules of 1964 stand repealed by Section 183 of the Punjab Regional and Town Planning and Development Act, 1995, Section 183 (3) clearly saves the pending obligations and liabilities. Further, Section 183 (4) of the Act of 1995, enables further action to be taken under provisions of the new Act of 1995.

The imposition of penalty by the Estate Officer, following persistent default on behalf of the auction purchaser, had been effected by the Estate Officer in accordance with the general policy/ practice made applicable to all such similarly placed cases of default. No discrimination whatsoever has been caused to the present petitioner in this regard. The penalty imposed is neither irrational nor arbitrary and the said penalty has not been demonstrated by the petitioner to have been hit by any statutory provisions or any Act or Rules. Moreover, the case presented by PUDA namely Simla Rani w/o Sh. Bhagwan Dass in Civil Appeal No.4272/1995 (arising out of SLP No. 21211/1994) clearly demonstrate that imposition of

Sanjay Bel
Superintendent
Pb. Civil Secy.
Chandigarh 161001

18 (14) 19

such penalty has been upheld even by the Apex Court of the land viz. the Supreme Court of India.

The order of the Principal Secretary Housing and Urban Development is thus not only fair, just and reasonable but fully consistent with the aforesaid rulings of the Supreme Court of India, pertaining to the State of Punjab and PUDA. There is nothing in the ruling of Roochira Ceramics Versus HUDA that hits the said order under review. This being the case, I do not find any grounds whatsoever to change or alter or amend the order dated 19.11.2001 passed by the then Principal Secretary Housing and Urban Development, in review.

I rather deem it fair, just and reasonable to dismiss the present review petition, confirming the aforesaid order in toto.

Notwithstanding that the statutory review/ revision petition has been dismissed on merits, it is hereby clarified that the petitioner shall be at liberty to submit a representation, on the executive side to the Chief Administrator, PUDA, highlighting the compelling circumstances under which the default in the payment of the instalments occurred. If and when such representation is submitted, the Chief Administrator, PUDA shall, after affording a reasonable opportunity of hearing to the present petitioner, place a comprehensive agenda item for consideration and decision by PUDA's Finance and Accounts Committee, for the waiver of accumulated penal interest, in whole or in part. Needless to say, the decision of PUDA's Finance and Accounts Committee in the matter shall be final and binding qua the present petitioner.

Attested

Sealed in P. & R.
Superintendent
Sd. Civil Sec.
Panchdighat

(15-7) 1:7
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Let the petitioner, if she is desirous of submitting this representation, do so within a period of 30 days from the communication of this order.

With these remarks, it is re-iterated that the review petition is hereby rejected and the order dated 19.11.2001, passed by the then Principal Secretary, Housing and Urban Development Department is not altered in any way whatsoever. The petitioner, may however, pursue her case on the executive side, as directed above.

Let this order be communicated to all concerned.

Place: Chandigarh
Dated: 23.11.2004.

Secretary to Government of Punjab,
Department of Housing & Urban Development-
Cum-Revisional Authority.

#-Tasbeed

Superintendent
Pb. Civil Sect.
Chandigarh

11/3/05

SCF-32 M-I

(16)

As per calculation mentioned at XP. 59 (Secretary
Housing order no 123 dt 3-1-82 at CP. 100-107
ਵਿਆਜ ਪਨੈਲਟੀ ਦਾ ਵੇਰਵਾ

Annexure-IV

ਡਿਊ ਮਿਤੀ	ਕਿਸਤਾਂ ਦੀ ਰਕਮ	ਪੀਨਲ ਵਿਆਜ @ 7%+10% $\frac{SHU}{E/100}$	ਜਿਸ ਮਿਤੀ ਨੂੰ ਰਕਮ ਪ੍ਰਾਪਤ ਹੋਈ	ਪ੍ਰਾਪਤ ਰਕਮ	ਰਿਮਾਰਕਸ
22-5-86	174240	155489/-	15-1-88 14-3-88 21-8-91	30000/- 20000/- 150000/-	1916 ਦਿਨ
22-5-87	164471.25/-	228047/-	18-7-95	155200/-	2977 ਦਿਨ
22-5-88	155182.50/-	203532/-	7-2-96	200000/-	2816 ਦਿਨ
22-5-89	145653.75/-	178213/-	2-8-96	84588/-	2627 ਦਿਨ
ਕੁਲ	639547.50/-	765281/-		639788/-	

ਕੁਲ 639547.50 + 765281 = 1404828.50 - 639788 = 765040.50

say 765041/-

for
S. Arshi Aye

SO (Gm)

A.O

Agenda Item No. 01.17
(Executive Committee Meeting)

Subject: Office Building for GMADA

1. Greater Mohali Area Development Authority (GMADA) was established for areas falling in Sahibzada Ajit Singh Nagar District & adjoining areas primarily because this Region has become an investment destination for IT, IT&ES, SEZ & other Real Estate components like Malls, Multiplex, Hotels & Mega Housing Projects etc. with development quality as expected from private sector.
2. In pursuance of it's objectives, GMADA now envisages to develop a State of the Art, Landmark Authority office complex at Sector 68 SAS Nagar on approx. 2 Acres site located on a prominent Mohali Road, yielding approx. 1.5 lakh Sq. ft. of Office Space, Committee Rooms, Single Window, Record Rooms and other Public Services & conveniences like Banks, Documentation Center, Restaurants, Health club & adequate parking etc.
3. The approval for Developing the office at the above mentioned site has already been given by Chief Secretary, Punjab as well as Chairman-cum-Hon'ble Chief Minister, Punjab.

This decision for constructing state of Art Office Complex for GMADA at Sector 68, SAS Nagar site is placed before the committee for information and ex-post facto approval, please.

Agenda Item No. 01.18
(Executive Committee Meeting)

Subject: GIS based Existing Landuse Mapping - for area falling under the jurisdiction of Greater Mohali Area Development Authority & Area of Chandigarh Periphery in Punjab (Greater Mohali Study Area)

1. Sahibzada Ajit Singh Nagar was carved as 18th District of Punjab and a Special Urban Development Authority GMADA was also set up specifically as this Region has become an investment destination. This was precipitated by Punjab Government's Policy on Chandigarh Periphery falling in the State of Punjab approved by Council of Ministers & notified on 20 January 2006. Many such projects like IT, IT&ES, Industrial and IT Parks, SEZ & other Real Estate components like Malls, Multiplex, Hotels & Mega Housing Projects etc. have been considered and some of them have been approved by the Empowered Committee on Mega Projects under the chairmanship of Hon'ble CM Punjab, under the Industrial Policy 2003. Some projects have also been given approval under the normal licensing route or by the Local Bodies under their own set of rules. Majority of these projects are located in & around the Sectoral grid of SAS Nagar (Mohali) but some of them are also spread in the Chandigarh periphery region of Punjab.
2. Due to the non-contiguous, distant & spread location of approved projects, the planning, up gradation, creation maintenance of infrastructure & connectivity has become subject of focus for the State Government and Urban Development Departments like GMADA & Local Bodies. The next challenge is the ground Truthing of the layout plans of these projects, the Khasra fitting of Revenue details on ground & subsequently the connectivity of roads, Sewerage, & Water Supply etc & design of appropriate infrastructure.
3. With the above objective in mind it was decided that a Regional Level Master Plan is essential along with a vision documents for this entire area of 1350 Sq. Kms. This master plan was decided to be prepared on GPRS enabled GIS format. An Expression of Interest was invited from the Master Planners and a pre-bid meeting under Principal Secretary, Housing was also held. From where it emerged that, it is essential to first have **GIS based existing Land Use Mapping for entire Region as a base document for the Master Planner.**
4. The Co-ordinator, Centre for Computational Engineering, Punjab Engineering College, Chandigarh (CCE) submitted a proposal for preparing existing landuse mapping on 13.9.06 for a sum of approx. Rs. 45 lakhs, this proposal is **enclosed as Annexure-1** to this agenda. In response to the meeting held under the chairmanship of Secretary, Housing & Urban Development, on 18.9.06 to negotiate the scope of work, timeframe and professional fee for providing the consultancy services to GMADA They resubmitted the negotiated proposal at much lower rates of approx. Rs. 30 lakhs which is **enclosed as Annexure-2** to this agenda.
5. The general workflow is as under :
 - a. Use Satellite Images & SOI topo-sheets for Preparation of Base Map
 - b. Preparation of Existing Land Use Map using Base map by digitization of above data.
 - c. Creation of GIS database for further analysis and decision support
 - d. Deliverables

- Soft copy of Existing Landuse/ Landcover map of Greater Mohali in the GIS format
 - 5 sets of Hardcopy map
 - Customized GIS software developed by CCE
 - Satellite Image Cartosat -1 of 2.5 meter resolution procured by CCE on behalf of GMADA
- e. Expenses on Software, hardware & satellite imagery would be additional on actual basis.
6. Thus the work was decided to be allotted at this much lower negotiated rate to Centre for Computational Engineering, Punjab Engineering College, Chandigarh (CCE) for an approx. sum of Rs. of Rs 29, 67, 250/- (Rupees Twenty Nine Lakhs Sixty Seven Thousands Two hundred & Fifty) for an approx. area of 1350 sq km (One thousand three hundred & fifty square Kilometer) inclusive of service tax, on actual area basis. The approval on file for the same has been accorded by Chief Secretary, Punjab dated 17.11.06.

The work order is placed below **at Annexure-3** for information and post facto approval of the committee.



EX-1
CENTRE FOR COMPUTATIONAL ENGINEERING
PUNJAB ENGINEERING COLLEGE
SECTOR 12, CHANDIGARH 160 012 INDIA
PHONE & FAX : +91-172-2744 330, 2746 788 e-mail : contact@cccpec.com

From
The Coordinator,
Centre for Computational Engg.,
Punjab Engg. College,
Chandigarh.


3680
13/9/06

To
The Chief Administrator,
Greater Mohali Area Development Authority,
PUDA Bhawan,
SAS Nagar, Mohali.

Memo No : PEC/CCE/06-7404-06
Dated : 13/9/06

Sub: Project proposal for Greater Mohali

Herewith please find the project proposal as desired in the meetings held in your office. This is for the further perusal at your end.


Coordinator,
Centre for Computational Engg.,
Punjab Engg. College,
Chandigarh.

Copy to :

1. Asstt. Chief Administrator, Projects PUDA, Mohali - For his kind information. Documents attached with original.
- ✓ 2. Asstt. General Manager, Projects PUDA, Mohali - For his kind information. Documents attached with original.



CENTRE FOR COMPUTATIONAL ENGINEERING
PUNJAB ENGINEERING COLLEGE
SECTOR 12, CHANDIGARH 160 012 INDIA
PHONE & FAX : +91-172-2744 330, 2746-788 e-mail : contact@ccepec.com

From
The Coordinator,
Centre for Computational Engg.,
Punjab Engg. College,
Chandigarh.

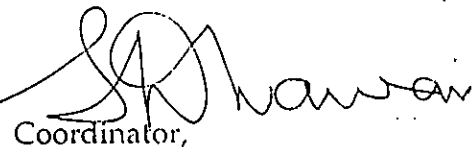
ਸਿਰਜਣਾਤਮਕ (ਸਿਰਜਣਾ) ਟੀਮ
ਸੰਖਿਆ : 3681
ਤਾਰੀਖ : 13/9/06

To
The Chief Administrator,
Greater Mohali Area Development Authority,
PUDA Bhawan,
SAS Nagar, Mohali.

Memo No : PEC/CCE/06-7404-06
Dated : 13/9/06

Sub: Project proposal for Greater Mohali.

Herewith please find the project proposal as desired in the meetings held in your office. This is for the further perusal at your end.


Coordinator,
Centre for Computational Engg.,
Punjab Engg. College,
Chandigarh.

Copy to :

1. Asstt. Chief Administrator, Projects PUDA, Mohali - For his kind information. Documents attached with original.
2. Asstt. General Manager, Projects PUDA, Mohali - For his kind information. Documents attached with original.

Project Proposal

Preparation of Master Plan for Greater Mohali

for

MOHALI

Submitted to
The Chief Administrator,
Greater Mohali Area Development Authority,
Mohali

September 2006



Submitted by

CENTRE FOR COMPUTATIONAL ENGG. (CCE)
PUNJAB ENGINEERING COLLEGE, CHANDIGARH

CONTENTS

	Page No.
1.0 Introduction	2
2.0 About the proposal document	3
2.1 Proposed Solution (GIS based Landuse/ Landcover Mapping of Greater Mohali)	4
3.0 Time	9
4.0 Requirements at PUDA	10
5.0 Deliverables	10
6.0 Financial Investment	11
7.0 Payment Schedule	16
8.0 Terms and Conditions	17

1.0 Introduction:

To meet the social needs humans have been settlers forming villages and cities. Over the centuries these settlements have been subjected to various political, social and cultural changes and in the process some have survived and some got eliminated. Cities have come under tremendous pressure due to growth in population. Lack of long-term approach in planning has given rise to ad hoc, unplanned and illegal growth in the surrounding areas of the cities and has put lot of pressure on the areas earmarked for other purposes like agriculture, community places etc.

Urban Development bodies at the moment do not have latest maps with complete details. It has been observed that to successfully solve various problems a comprehensive geographic / spatial / map data with large details is required. However, the departments like Urban Development Authorities, Town and Country Planning, sewerage board, water supply board, electricity board, municipalities etc. does not have this kind of a data.

Humans by nature, have overcome their problems through sincere and concentrated efforts. The phenomenon of growth being global, parallel efforts have been made in various countries to design and use latest technical advances to seek solution for such problems. This has given birth to Geographical Information Systems (GIS) in the last decade.

2.0 About the proposal document:

This proposal document contains the scope of the work. The proposal defines the work involved, responsibilities of CCE and PUDA, Cost and time of the project, payment terms and Hardware & Software requirements for PUDA, Office. The Objective of the document is to clearly define the activities involved before the work is taken up by CCE, so that changes, if any, in the scope of the project can be decided and freezed before the project starts. Hence it is requested, that each officer involved should read this document carefully and give his / her feedback.

2.1 Proposed Solution

(GIS based Landuse / Landcover mapping of Greater Mohali)

Availability of proper data is the strongest tool in the hands of designers / planners of the development projects. Development is continuous process and a number of such projects are designed to serve the public needs. For the success of new projects, the progress of the projects already implemented is to be monitored and conclusions drawn to incorporate the changes required in the future projects. The task of monitoring and drawing conclusions, if based on the authentic data spatially in graphical / pictorial form, provides much wisdom to planners and functionaries. Computer based Geographical Information Systems (GIS) helps to achieve this.

GIS based Landuse mapping of Greater Mohali (GLGM) will be developed in two phases for Macro planning of the Greater Mohali and Micro Planning of the selected areas within Greater Mohali.

In Phase - I the proposed solution GLGM will generate a comprehensive Landuse / Landcover map for approximately 1000 sq. km. of area falling within the Greater Mohali. The mapping will be done using the Cartosat-1, 2.5 meter resolution image. This information will be used for preparation of Master Plan for Greater Mohali.

In Phase - II mapping of important areas within the Greater Mohali like Banur, Derrabassi, Zirakpur, Kharar and Kurali will be carried out using 0.6 meter resolution Quick Bird Satellite Image.

The project will involve following activities:

Macro Planning

ACTIVITIES IN PHASE - I

a. **Digitization of Satellite Image in different layers**

2.5 meter resolution Cartosat – 1 Image for Greater Mohali will be procured from National Remote Sensing Agency (NRSA), Hyderabad. Processing of this image will be done to refine the information in the image. After the Image Processing, digitization of the satellite image will be done in the following layers:

- i. Village Settlements
- ii. Cities / Towns
- iii. Agriculture / Open areas
- iv. Water Bodies (Canals, Drains, Rivers etc.)
- v. Roads (National Highways, State Highways, Village Link Roads)
- vi. Railway lines
- vii. Planning Area Boundaries
- viii. Land preservation act boundaries
- ix. Forest area boundary
- x. Block Boundary
- xi. Chandigarh Periphery Boundary
- xii. Village Boundary

The Satellite Image will be procured by CCE on behalf of PUDA and the charges for the same shall be made by PUDA as per the actual cost.

b. **Vectorization of Survey of India (SOI) Topo Sheets**

SOI Topo sheets will be procured (Some of the sheets may not be available as these will fall under the Restricted / Classified category). Each sheet will be scanned and Bench Marks & Transmission lines etc. will be vectorized. These will then be transformed on the satellite Image.

c. **Annotation**

Based on the information available on the SOI topo sheets annotation of the villages, cities / towns, canals, rivers, drains etc. will be done.

d. **Ground Truthing**

Once a base landuse / landcover map is prepared, survey teams will be sent to the field for Ground truthing. Each feature marked on the map will be verified on the ground. Some of the general attributes like road surface type, road width, etc will also be captured during the ground truthing.

e. **Geocoding (Data attachment)**

The data accumulated in the field will be attached with the map data. Each feature on the map will be labeled with a unique identification number and shall be geo-coded / attached with its relevant data.

f. **Query System Generation:**

After the data attachment a query system as per the requirements of PUDA shall be developed. This will help PUDA to query the system and to generate the reports as required.

Output of Phase – I:

Landuse / Landcover map of the greater Mohali will be developed. A software will be developed to answer various queries of PUDA and to generate reports.

Micro Planning:

ACTIVITIES IN PHASE - II

a. Digitization of Satellite Image in different layers

0.6 meter resolution Quick Bird Satellite Image for five Urban Hubs of Banur, Derrabassi, Ziarkapur, Kharar and Kurali will be procured from National Remote Sensing Agency (NRSA), Hyderabad. Processing of this image will be done to refine the information in the image. After the Image Processing, digitization of the satellite image will be done in the following layers:

- i. Built up areas
- ii. Roads / Streets
- iii. Important Land mark features like Schools, College, Community Centre, Hotels, Marriage Palace etc.
- iv. Open / Agriculture areas
- v. Water Bodies (Canals, Drains, Rivers etc.)
- vi. Railway lines
- vii. Ward Boundaries
- viii. Area under different Colonizers
- ix. Marking of existing Utility services i.e. water supply network, sewerage network, Storm Water Drainage with the help of Municipal Councils. Maps of Utility services to be supplied by the department.

The Satellite Image will be procured by CCE on behalf of PUDA and the charges for the same shall be made by PUDA as per the actual cost.

b. Ground Truthing

Once a base map is prepared, survey teams will be sent to the field for Ground truthing. Each feature marked on the map will be verified on the ground. Attributive Information like road surface type, road width, drainage type i.e open or underground, Identification and marking of

important land marks, name of important Land marks / roads/streets/ localities etc. will be captured during the ground truthing.

c. **Geocoding (Data attachment)**

The data accumulated in the field will be attached with the map data. Each feature on the map will be labeled with a unique identification number and shall be geo-coded / attached with its relevant data.

d. **GIS Development / Query System Generation:**

After the data attachment a query system as per the requirements of PUDA shall be developed. This will help PUDA to query the system and to generate the reports as required.

e. **Leveling:**

Levels at Street intersections and at every 30 meter interval will be taken. These levels will be transferred to the base map of the city/town

Output of Phase – II:

Base map of Banur, Derrabassi, Ziarkapur, Kharar and Kurali will be developed. A software will be developed to answer various queries of PUDA and to generate reports.

3.0 TIME

Phase - I

Time taken to complete Phase-I of project will be one month after the receipt of the Satellite Imageries from the NRSA, Hyderabad. As per the discussions with the NRSA authorities, procurement of imageries may take two to four weeks. As such the work can be completed practically within two months after the award of work.

Phase - II

The work on this phase will start after the completion of phase - I. Time taken to complete Phase-II of project will be five months from the date of receipt of the Satellite Imageries from the NRSA, Hyderabad.

The activity schedule of the Phase - II has been shown under.

TIME SCHEDULE (IN MONTHS)

S.No.	Activity	1	2	3	4	5
I	Digitization of 0.6 meter resolution Satellite Image for five towns					
II	Ground Truthing of the data of five towns					
III	Data Entry of the attribute data collected and data attachment					
IV	Customized GIS Development					
V	Leveling					

4.0 REQUIREMENTS AT PUDA

Hardware:

- PIV , minimum 3.0 GHz processor, 80 GB Hard disk drive, 17" color monitor (19" colored monitor recommended)
- A0 size color plotter

Software:

- Licensed version of GIS Application software.

5.0 DELIVERABLES

- Softcopy of Landuse / Landcover map of Greater Mohali in the GIS format
- Softcopy of maps of five towns i.e. Banur, Derrabassi, Ziarkapur, Kharar and Kurali in the GIS format
- 5 sets of Hardcopy map
- Customized GIS software developed by CCE
- Satellite Image Cartosat-1 of 2.5 meter and Quick Bird of 0.6 meter resolution procured by CCE on behalf of PUDA.

6.0 FINANCIAL INVESTMENT

Phase-I

S.No.	Particulars	*Quantity	Rate	Amount
1.	Digitization of following twelve layers from the Satellite Image** <i>Village Settlements, Cities / Towns, Agriculture / Open areas, Water Bodies (Canals, Drains, Rivers etc.), Roads (National Highways, State Highways, Village Link Roads), Railway lines, Planning Area Boundaries, Land preservation act boundaries, Forest area boundary, Block Boundary, Chandigarh Periphery Boundary, Village Boundary</i>	1000 sq. Km. (app.)	Rs 2000/- per sq. Km	Rs 20,00,000/-
2.	➤ Ground Truthing - correlation of ground physical features with the digitized Satellite Image data. ➤ Attribute Data Collection - for important qualitative information only.	1000 sq. Km. (app.)	Rs 600/- per sq. km.	Rs 6,00,000/-
3.	(i) Scanning of SOI Topo sheets, (ii) Geo-referencing of SOI Topo sheets (iii) Digitization of SOI topo sheets for Bench Marks / Reduced Levels for development of contour plans & Transmission lines and (iv) Overlaying of these features on the Satellite Image	1000 sq. Km. (app.)	Rs 1000/- per sq. km.	Rs 10,00,000/-

4.	(i) Geocoding i.e. attachment of data collected under item no. 2 with respective features, including data entry (ii) GIS database creation (iii) GIS Development / Query System Generation	-	-	Rs 5,00,000/-
	Total			Rs 41,00,000/-
5.	Overhead Charges		10 % of Total Cost	Rs 4,10,000/-
	Grand Total			Rs 45, 10,000/-

(Rupees Forty Five Lakhs Ten thousand Only)

* The quantities mentioned are approximate. The total cost will be calculated as per actual.

** 2.5 meter resolution Cartosat -1 Satellite image will be procured by CCE on behalf of PUDA. The charges for the same shall be paid by PUDA as per actual. As per the rates obtained from the NRSA the image will cost Rs 72/- per sq. km. Cost will be worked out after the extent of the area is given to CCE.

Phase-II

S.No.	Particulars	*Quantity	Rate	Amount
1.	Digitization of following nine layers from the Satellite Image** Built up areas, Roads / Streets, Important Land mark features like Schools, College, Community Centre, Hotels, Marriage Palace etc., Open / Agriculture areas, Water Bodies (Canals, Drains, Rivers etc.), Railway lines, Ward Boundaries, Area under different Colonizers, Marking of existing Utility services i.e. water supply network, sewerage network, Storm Water Drainage with the help of Municipal Councils.	100 sq. Km. (app.)	Rs 5000/- per sq. Km	Rs 5,00,000/-
2.	➤ Ground Truthing – correlation of ground physical features with the digitized Satellite Image data. ➤ Attribute Data Collection like road surface type, road width, drainage type i.e open or underground, Identification and marking of important land marks, name of important Land marks / roads/streets/ localities etc.	100 sq. Km. (app.)	Rs. 1,000/- per sq. km.	Rs 1,00,000/-

3.	(i) Geocoding i.e. attachment of data collected under item no. 2 with respective features, including data entry (ii) GIS database creation (iii) GIS Development / Query System Generation	-	-	Rs 3,00,000/-
4.	Leveling	7000 points approx. ***	Rs 30 per point	Rs 2,10,000
	Total			Rs 11,10,000/-
5.	Overhead Charges		10 % of Total Cost	Rs 1,11,000/-
	Grand Total			Rs 12,21,000/-

(Rupees Twelve Lakhs Twenty one thousand only)

* Total area to be mapped per town has been taken as 20 sq. km. approximately and hence for five towns area will be 100 sq. km. approximately. Actual area will be known after the completion and the total cost will be calculated as per actual.

** 0.6 meter resolution Quick Bird Satellite image will be procured by CCE on behalf of PUDA. The charges for the same shall be paid by PUDA as per actual. As per the rates obtained from the NRSA the image will cost Rs 1750/- per sq. km (approx). Cost will be worked out after the extent of the area is given to CCE.

*** Assuming total road length of 40 km per town. Total road length in five towns will be 200 km. At 30 meter interval there will be 33 points per km and hence total of 7000 points. This figure may vary as per actual and hence the cost.

NOTE: The minimum order for a quick bird image is for 64 sq. km and hence to procure the image of five towns, five images of minimum 64 sq. km each will have to be procured. Minimum Total area to be procured therefore becomes 320 sq. km.

Total Cost for Phase I and Phase II = Rs 45,10,000 /- + Rs 12,21,000 /-
= Rs 57,31,000 /-

(Rupees Fifty Seven Lakhs Thirty one Thousand Only)

NOTE: *Cost of Satellite Image has not been included.*

7.0. PAYMENT SCHEDULE

PHASE - I

- 50 % advance along with work order.
- 30 % payment on completion of digitization of Satellite Image.
- 10 % payment on completion of Ground truthing.
- 10 % payment after delivery of all the deliverables.

PHASE - II

- 50 % advance along with work order.
- 30 % payment on completion of digitization of 60 sq. km.
- 10 % payment on completion of development and installation of GIS.
- 10 % payment after delivery of all the deliverables.

- Since the quantities are approximate and hence the cost. Total cost will be as per actual.

8.0 TERMS AND CONDITION

- PUDA will appoint one Nodal Officer for the project and he shall be responsible for timely delivery of data, release of payments, approval of documents etc.
- PUDA and CCE will have equal right on the final product and can use it as and when required.
- The above charges are subject to the variation as per actual area, number of level points taken during leveling.
- PUDA to provide the necessary data and information in readable / useable form to CCE, within a week of official request made by CCE. Any delay shall add to project completion time.
- PUDA to release all payments for the bills raised by CCE, within a fortnight from the date of bill. Any delay shall add to project completion time.
- PUDA to approve the maps / data, within one week from the date of submission of the map / data by CCE. Any delay shall add to project completion time.
- Charges of Satellite images shall be paid by PUDA as per actual.
- All payments to be released in favor of "The Coordinator, Centre for Computational Engg." payable at Chandigarh.

Coordinator,
Centre for Computational Engg.,
Punjab Engg. College,
Chandigarh.



CENTRE FOR COMPUTATIONAL

PUNJAB ENGINEERING COLLEGE

SECTOR 12, CHANDIGARH 160 012 INDIA

PHONE & FAX : +91-172-2744 330, 2746 788 e-mail : contact@ccepec.com

ANNEXURE-II

From
The Coordinator,
Centre for Computational Engg.,
Punjab Engg. College,
Chandigarh.

7392
20/9/06

3791
21/9/06
C.A.

To
The Chief Administrator,
Greater Mohali Area Development Authority,
PUDA Bhawan,
SAS Nagar, Mohali.

ACA (HQ) *[Signature]*

Memo No: PEC/CCE/06-7445
Dated: 19/9/2006

Ac/m (1r)

Subject: Project proposal for "GIS based land use Mapping for Greater Mohali".

21/9/06
A-5

This has reference to the meeting held under your chair on 18.09.2006 on the subject noted above.

Herewith please find the proposal for the project "GIS based land use mapping for Greater Mohali". As discussed, the rates for the project have been revised. It is requested that the project may kindly be awarded to CCE on G2G basis.

[Signature]
Coordinator,
Centre for Computational Engg.,
Punjab Engg. College,
Chandigarh.

205 : 20/9/06

Project Proposal

Preparation of Master Plan for Greater Mohali

for

MOHALI

Submitted to
The Chief Administrator,
Greater Mohali Area Development Authority
Mohali

September 2006



Submitted by

CENTRE FOR COMPUTATIONAL ENGG. (CCE)
PUNJAB ENGINEERING COLLEGE, CHANDIGARH

CONTENTS

	Page No.
1.0 Introduction	2
2.0 About the proposal document	3
2.1 Proposed Solution	3
3.0 Time	6
4.0 Requirements at PUDA	7
5.0 Deliverables	7
6.0 Financial Investment	8
7.0 Payment Schedule	10
8.0 Terms and Conditions	11

1.0 Introduction:

To meet the social needs humans have been settlers forming villages and cities. Over the centuries these settlements have been subjected to various political, social and cultural changes and in the process some have survived and some got eliminated. Cities have come under tremendous pressure due to growth in population. Lack of long-term approach in planning has given rise to ad hoc, unplanned and illegal growth in the surrounding areas of the cities and has put lot of pressure on the areas earmarked for other purposes like agriculture, community places etc.

Urban Development bodies at the moment do not have latest maps with complete details. It has been observed that to successfully solve various problems a comprehensive geographic / spatial / map data with large details is required. However, the departments like Urban Development Authorities, Town and Country Planning, sewerage board, water supply board, electricity board, municipalities etc. does not have this kind of a data.

Humans by nature, have overcome their problems through sincere and concentrated efforts. The phenomenon of growth being global, parallel efforts have been made in various countries to design and use latest technical advances to seek solution for such problems. This has given birth to Geographical Information Systems (GIS) in the last decade.

2.0 About the proposal document:

This proposal document contains the scope of the work. The proposal defines the work involved, responsibilities of CCE and PUDA, Cost and time of the project, payment terms and Hardware & Software requirements for PUDA Office. The objective of the document is to clearly define the activities involved before the work is taken up by CCE, so that changes, if any, in the scope of the project can be decided and freezed before the project starts. Hence it is requested that each officer involved should read this document carefully and give his / her feedback.

2.1 Proposed Solution

(GIS based Landuse / Landcover mapping of Greater Mohali)

Availability of proper data is the strongest tool in the hands of designers / planners of the development projects. Development is continuous process and a number of such projects are designed to serve the public needs. For the success of new projects, the progress of the projects already implemented is to be monitored and conclusions drawn to incorporate the changes required in the future projects. The task of monitoring and drawing conclusions, if based on the authentic data spatially in graphical / pictorial form, provides much wisdom to planners and functionaries. Computer based Geographical Information Systems (GIS) helps to achieve this.

The proposed solution GLGM will generate a comprehensive Landuse / Landcover map for 1350 sq. km. of area falling within the Greater Mohali. The mapping will be done using the Cartosat-1, 2.5 meter resolution image. This information will be used for preparation of Master Plan for Greater Mohali.

The project will involve following activities:

ACTIVITIES

a. Digitization of Satellite Image in different layers

2.5 meter resolution Cartosat - 1 Image for Greater Mohali will be procured from National Remote Sensing Agency (NRSA), Hyderabad. Processing of this image will be done to refine the information in the image. After the Image Processing, digitization of the satellite image will be done in the following layers:

- i. Village Settlements
- ii. Cities / Towns
- iii. Agriculture / Open areas
- iv. Water Bodies (Canals, Drains, Rivers etc.)
- v. Roads (National Highways, State Highways, Village Link Roads)
- vi. Railway lines
- vii. Village Boundary
- viii. Planning Area Boundaries
- ix. Land preservation act boundaries
- x. Forest area boundary
- xi. Block Boundary
- xii. Chandigarh Periphery Boundary

The Satellite Image will be procured by CCE on behalf of PUDA and the charges for the same shall be made by PUDA as per the actual cost.

b. Digitization of Survey of India (SOI) Topo Sheets

SOI Topo sheets will be procured (Some of the sheets are not available as these fall under the Restricted / Classified category. These sheets be arranged by PUDA by making a request to Survey of India, Dehradun). Each sheet will be scanned and Bench Marks & Transmission lines etc. will be digitized. These will then be overlaid on the satellite image.

c. **Annotation**

Based on the information available on the SOI topo sheets annotation of the villages, cities / towns, canals, rivers, drains etc. will be done.

d. **Ground Truthing**

Once a base landuse / landcover map is prepared, survey teams will be sent to the field for Ground truthing. Each feature marked on the map will be verified on the ground. Some of the general attributes like road surface type, road width, etc. will also be captured during the ground truthing.

e. **Geocoding (Data attachment)**

The data accumulated in the field will be attached with the map data. Each feature on the map will be labeled with a unique identification number and shall be geo-coded / attached with its relevant data.

f. **Query System Generation:**

After the data attachment a query system as per the requirements of PUDA shall be developed. This will help PUDA to query the system and to generate the reports as required.

Output:

Existing Landuse / Landcover map of the greater Mohali will be developed. A software will be developed to answer various queries of PUDA and to generate reports.

3.0 TIME

Time taken to complete the project will be one month after the receipt of the Satellite Imageries from the NRSA, Hyderabad. As per the discussions with the NRSA authorities, procurement of imageries may take two to four weeks. As such the work can be completed practically within two months after the award work.

4.0 REQUIREMENTS AT PUDA

Hardware:

- PIV , minimum 3.0 GHz processor, 80 GB Hard disk drive, 17" color monitor (19" colored monitor recommended)
- A0 size color plotter

Software:

- Licensed version of GIS Application software. *CCE can help PUDA in procuring this software. The charges for the same will be as per actual. Approximate cost of the software is Rs. 1.25 lakhs.*

5.0 DELIVERABLES

- Softcopy of Landuse / Landcover map of Greater Mohali in the GIS format
- 5 sets of Hardcopy map
- Customized GIS software developed by CCE
- Satellite Image Cartosat-1 of 2.5 meter resolution procured by CCE on behalf of PUDA.

6.0 FINANCIAL INVESTMENT

S.No.	Particulars	*Quantity	Rate	Amount
1.	Digitization of following twelve layers from the Satellite Image** <i>Village Settlements, Cities / Towns, Agriculture / Open areas, Water Bodies (Canals, Drains, Rivers etc.), Roads (National Highways, State Highways, Village Link Roads), Railway lines, Planning Area Boundaries, Land preservation act boundaries, Forest area boundary, Block Boundary, Chandigarh Periphery Boundary, Village Boundary</i>	1350 sq. Km. (app.)	Rs 1000/- per sq. Km	Rs 13,50,000/-
2.	➤ Ground Truthing - correlation of ground physical features with the digitized Satellite Image data. ➤ Attribute Data Collection - for important qualitative information only.	1350 sq. Km. (app.)	Rs 350/- per sq. km.	Rs 4,72,500/-
3.	(i) Scanning of SOI Topo sheets, (ii) Geo-referencing of SOI Topo sheets (iii) Digitization of SOI topo sheets for Bench Marks / Reduced Levels for development of contour plans & Transmission lines and (iv) Overlaying of these features on the Satellite Image	1350 sq. Km. (app.)	Rs 500/- per sq. km.	Rs 6,75,000/-

33

4	(i) Geocoding i.e. attachment of data collected under item no. 2 with respective features, including data entry (ii) GIS database creation (iii) GIS Development / Query System Generation	-	-	Rs 2,00,000/-
	Total			Rs 26,97,500/-
5.	Overhead Charges		10 % of Total Cost	Rs 2,69,750/-
	Grand Total			Rs 29,67,250/-

(Rupees Twenty Nine Lakhs Sixty Seven Thousand Two Hundred Fifty Only)

Service Tax as per rule, if applicable will be extra.

* The quantities mentioned are approximate. The total cost will be calculated as per actual.

** 2.5 meter resolution Cartosat -1 Satellite image will be procured by CCE on behalf of PUDA. The charges for the same shall be paid by PUDA as per actual. As per the rates obtained from the NRSA the image will cost approx. Rs 72/- per sq. km.

NOTE: Cost of Satellite Image has not been included. Approximate cost of Satellite Image will be Rs. 1.30 lakhs.

7.0 PAYMENT SCHEDULE

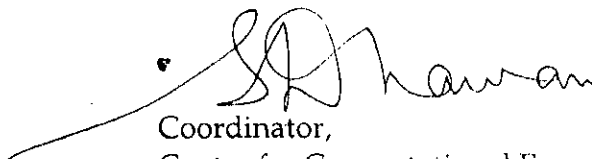
PHASE - I

- 50 % advance along with the work order.
- 30 % payment on completion of digitization of Satellite Image.
- 10 % payment on completion of Ground truthing.
- 10 % payment after delivery of all the deliverables.

- Since the quantities are approximate and hence the cost. Total cost will be as per actual.

8.0 TERMS AND CONDITION

- PUDA will appoint one Nodal Officer for the project and he/she shall be responsible for timely delivery of data, release of payments, approval of documents etc.
- The above charges are subject to the variation as per actual area.
- PUDA to provide photocopy of village revenue plans and other necessary data and information in readable / useable form to CCE within three days of official request made by CCE. Any delay shall add to project completion time.
- PUDA to release all payments for the bills raised by CCE, within one week from the date of bill. Any delay shall add to project completion time.
- PUDA to approve the maps / data, within one week from the date of submission of the map / data by CCE. Any delay shall add to project completion time.
- Charges of Satellite images and Base GIS Software shall be paid by PUDA as per actual.
- All payments to be released in favor of "The Coordinator, Centre for Computational Engg." payable at Chandigarh.


Coordinator,
Centre for Computational Engg.,
Punjab Engg. College,
Chandigarh.

36

ANNEXURE-III

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

PUDA Bhawan, Sector 62, SAS Nagar

No. GMADA/Architect/2006/ 137

Dated: 26.11.06

To,

The Co-ordinator,
Centre for Computational Engineering,
Punjab Engineering College,
Chandigarh.

Subject: GIS based Existing Landuse Mapping - for area falling under the jurisdiction of Greater Mohali Area Development Authority & Area of Chandigarh Periphery in Punjab (Greater Mohali Study Area)

Reference: Your Memo No. PEC/CCE/06-7445

Dated : 19/9/2006 on the subject cited project.

This is in reference to your proposals dated 13.9.06 & 19.9.06 (At lower rates for rescaled scope of work at Annexure-1) received in response to the meeting held under the chairmanship of Secretary, Housing & Urban Development, on 18.9.06 to discuss the scope of work, timeframe and professional fee for providing the consultancy services to GMADA for preparing "GIS based Existing Land Use Mapping for area falling under the jurisdiction of Greater Mohali Area Development Authority & Area of Chandigarh Periphery in Punjab".

Greater Mohali Area Development Authority (GMADA) is pleased to broadly accept your Project Proposal for preparing "GIS based Landuse Mapping for area falling under the jurisdiction of Greater Mohali Area Development Authority & Area of Chandigarh Periphery in Punjab" (Henceforth referred to as Greater Mohali Study Area) on terms & conditions laid out on following pages. Brief details of scope of work, time period, deliverables, rates, payment schedule, terms & conditions are set out as under:

I. Scope of Work

The scope of work shall broadly follow the proposal submitted vide your above quoted reference at an approximate cost of Rs 29, 67, 250/- (Rupees Twenty Nine Lakhs Sixty Seven Thousands Two hundred & Fifty) for an approx. area of 1350 sq km (One thousand three hundred & fifty square Kilometer) to be supplemented with cost of arranging 2.5 m resolution Cartosat-1 Satellite Image from NRSA & Procurement of appropriate software, all inclusive of Service tax. Since this consultancy intends to form a base drawings for Master planning, there should be scope for further expansion on all platforms.

a. Digitization of Satellite Image in different layers

2.5 meter resolution Cartosat - 1 Image for Greater Mohali Study Area will be procured from National Remote Sensing Agency (NRSA), Hyderabad. Processing of this Image will be done to refine the

information in the image. After the Image Processing, digitization of the satellite image will be done in the following layers:

- i. Village settlements
- ii. Cities / towns
- iii. Agriculture / open areas
- iv. Water bodies (Canals, Drains, Rivers etc.)
- v. Roads (National Highways, State Highways, Village Link Roads)
- vi. Railway lines
- vii. Village boundary/Sector/NAC/Nagar Panchayat boundaries
- viii. Planning Area Boundaries
- ix. Land Preservation Act boundaries
- x. Forest area boundary
- xi. Block boundary
- xii. Chandigarh periphery boundary
- xiii. Airports & Air funnels,
- xiv. Electric HT Lines & Electric Grid stations (Wherever not possible as per the information provided by CTP Punjab))

The satellite image will be procured by CCE on behalf of GMADA and the charges for the same shall be reimbursed by GMADA as per the actual cost.

b. Digitization of Survey of India (SOI) Topo Sheets

SOI Topo sheets will be procured by CCE on behalf of GMADA and the charges for the same shall be reimbursed by GMADA as per the actual cost.

Necessary request will be put across by GMADA to Survey of India, Dehradun. Each sheet will be scanned and benchmarks & transmission lines etc. will be digitized. These will then be overlaid on the satellite image.

c. Annotation

Based on the information available on the SOI topo sheets annotation of the villages, cities / towns, canals, rivers, drains etc. will be done.

d. Ground Truthing

Once a base existing land use / land cover map is prepared, survey teams shall be sent to the field for ground truthing. Each feature marked on the map will be verified on the ground. Some of the general attributes like road surface type, road width, etc. will also be captured during the ground truthing as per the requirements of GMADA.

e. Geocoding (Data attachment)

The data accumulated in the field will be attached with the map data. Each feature on the map will be labeled with a unique identification number and shall be geo-coded / attached with its relevant data as per the requirements of GMADA.

f. Query System Generation:

After the data attachment a query system as per the requirements of GMADA shall be developed. This will help GMADA to query the system and to generate the reports as required.

Output:

Existing landuse / landcover map (indicating present landuse of the Greater Mohali Study Area as indicated at I as per the requirements of

GMADA) for area falling under the jurisdiction of Greater Mohali Area Development Authority & Area of Chandigarh Periphery in Punjab will be developed. A software will be developed to answer various queries of GMADA and to generate reports.

II. Time Period

One month from the date of receipt of satellite imageries from NRSA, Hyderabad.

III. Deliverables

- Soft copy of existing landuse/ landcover map of Greater Mohali Study Area, in the GIS format,
- 5 sets of hardcopy map duly signed, stamped & laminated,
- Customized GIS software developed by CCE,
- Satellite Image Cartosat -1 of 2.5 meter resolution procured by CCE on behalf of GMADA.
- Scanned images of SOI Sheets.
- Any other documentation deemed fit to complete the set.
- Any software required to accomplish this consulting shall be procured by CCE on behalf of GMADA by following proper procedure after seeking due approvals from GMADA as to selection & choice. Cost for the same shall be paid by GMADA.

IV Rates

S/n	Description of Work	Unit	Rate/amount
1.	Digitization of satellite image (as defined in your proposal)	Sq Km	Rs 1000/-
2.	Ground truthing & attribute data collection	Sq Km	Rs 350/-
3.	Scanning, Digitization, Georeferencing of SOI Topo Sheets and overlaying of its features on satellite image indicating as indicated at I-a- I-xiv	Sq Km	Rs 500/-
4.	Geocoding, GIS database Creation, GIS Development/Query system generation	Lumps um	Rs 2,00,000/-
5	Overhead charges		@ 10% of Total cost

The payment at the above quoted rates shall be payable for the actual area that shall be covered under the assignment as per directions & prior sanction of the GMADA on proportionate basis. The cost of arranging 2.5 m resolution Cartosat-1 Satellite Image from NRSA shall be reimbursed by GMADA on verification of the amount spent by you. Service tax if applicable on these documents will be paid extra on production of documentary proof.

V. Payment Schedule

1. 30% advance on submission of proforma invoice
2. 30% payment on completion of digitization of satellite Image
3. 10% payment on completion of ground truthing
4. 10% payment on completion of scanning, digitization, georeferencing of SOI topo sheets and overlaying of its features on Satellite Image indicating present landuse of the study area i.e. residential, industrial, agricultural, open spaces, commercial, natural features etc.
5. 10% payment on delivery of all deliverables
6. Balance 10% on acceptance of work as a whole.

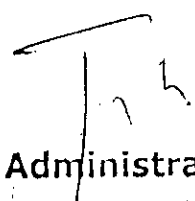
The payments shall be released in favour of Co-ordinator, Centre for Computational Engineering payable at Chandigarh.

VI. Other Terms & Conditions

- i) **Service tax:** The above fee structure shall be inclusive of Service Tax, as are levied by the government from time to time, under the applicable law, the amount of which is deemed to have been included in the Contract Price.
- ii) **Other Expenses:** The above fee would be inclusive of all out of pocket expenses which include travel, photocopying, stationery, printouts, Telephone calls, lodging and boarding expenses etc. incurred in connection with the above assignment.
- iii) **Commencement of Services:** The work shall commence within seven (7) days from the date of issue of work order.
- iv) That the entire range of activities indicated above would be completed within specified time.
- v) After the commissioning of services, the fee will be released to the consultant, on submission of bill for each activity period / activity assignment, confirming more or less to the activity schedule in the timeline, to the satisfaction of GMADA. The consultant shall also send a transmittal receipt to GMADA subsequent to remittance of payment.
- vi) Centre for Computational Engineering shall perform the Services and carry out the obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
- vii) **Documents:** All the plans, maps, drawings, specifications, reports, deliverables, software (query system) and other documents and software submitted by the Consultants shall become and remain the sole property of GMADA. These deliverable will be duly signed and stamped and shall be the property of the Authority and the consultant shall have no rights to use distribute or share this information/ documentation for any purpose.
- viii) **Conflict of Interest:** The remuneration of Centre for Computational Engineering as mentioned in para (2) shall be the sole remuneration and they shall not accept for their own benefit, any trade commission, discount or similar payment in connection with activities pursuant to these Services. During the term of the consultancy and after its termination Centre for Computational Engineering and their affiliates, shall not provide goods, works and services (other than the Services and any continuation thereof) for any project resulting from or closely related to the services. Centre for Computational Engineering shall be

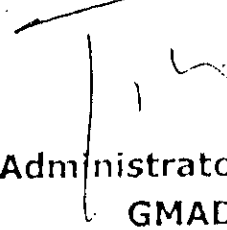
Prohibited from undertaking Conflicting Activities e.g. any business or professional activities which would be in conflict with the activities assigned to them under this Consultancy.

- ix) **Confidentiality:** Centre for Computational Engineering shall not, either during the term or after the completion of the project, disclose any proprietary or confidential information in relation to the Project or Services so rendered seeing the nature of consultancy.
- x) **Disputes:** All disputes or differences arising between GMADA and Centre for Computational Engineering in connection with this contract or any matter connected therewith or any other reason shall be referred to the sole arbitration of the Chief Administrator, GMADA whose decision shall be final and binding on the parties.
- xi) **Termination:** If at any stage before completion of work assigned, the contract is terminated on any ground, GMADA shall be at liberty to get the balance work executed through some other agency.
- xii) Please send your acceptance of the above terms and conditions within seven working days from the date of issue of this letter.
- xiii) You are requested to take up the assignment as per scope of work, rates, terms & conditions noted above for its completion within the stipulated timeframe.

9c 
Chief Administrator,
GMADA

Endst. No. GMADA/Architect-2006/238-239 Dated: 24.11.06

- 1) A copy of the above is forwarded to the Principal Secretary Housing & Urban Development for information please.
- 2) A copy of the above is forwarded to the Chief Town Planner Punjab, Department of Town & Country Planning for information and necessary action, please.

9c 
Chief Administrator,
GMADA

Agenda Item No. 01. 19
(Executive Committee Meeting)

Subject: High Speed Urban Corridor, Mohali Connecting Chandigarh At Sector 39 to NH-21 Beyond Kharar at Ludhiana-Morinda Road.

1. **Master Plan SAS Nagar 1996-2016:** Since District SAS Nagar is more or less an extension of Chandigarh, it is necessary to ensure that it grows in the same systematic way Under the statutory provisions of the Punjab Regional and Town Planning and Development Act, 1995. An Outline Master Plan 1996-2016 prepared by Town and Country Planning Department Punjab, was approved by the Punjab Regional and Town Planning and Development Board, headed by Hon'ble Chief Minister on 10.5.05. The Master Plan was expected to ensure planned growth of the new district by providing compatible land-use development, improvement of traffic circulation system and provision of community facilities & essential services to the residents like Improving connectivity i.e. widening / upgrading road network, providing bridges, flyovers, elevated highways, well chalked out diversions, Ring Roads for through traffic, mass rapid transport system etc.
2. **Mohali Development Plan:** In a meeting held under the Chairmanship of Hon'ble Chief Minister Punjab on 20.10.05 a group was constituted under the Chairmanship of CS with PSLG, PSF, PSIC, Secretary Power and SHUD as members to look at the medium and long-term vision for this region and make suitable recommendations for up-gradation of its infrastructure through public private partnership. High Speed Urban Corridor From Sector 39 Chandigarh to Ludhiana - Morinda Road & Mohali-Chhat Road were some of the priority projects identified by this group.
3. DTP SAS Nagar in his report no Spl. I -DTP(SAS Nagar) dated 1.3.06, had detailed out a proposal also **enclosed as annexure I.**
 - i. According to this proposal to ease out traffic problems in SAS Nagar, a ring road connecting Chandigarh from sector 39 to Kharar-Kurali road (NH21) passing through the portion of SAS Nagar Planning Area was also proposed in the approved Master Plan. The total length of the road is approx. 11.25 KM of which 2.18 km approx. falling the UT area. The proposed width of this road in the outline Master Plan, Mohali is 200' wide (R-1 category).
 - ii. This Urban Corridor was also considered in a meeting on 29-9-2006, under the Chairmanship of Principal Secretary, Department of Housing & Urban Development, Punjab where it was decided to undertake alignment from Sector 39 Chandigarh to Morinda-Ludhiana Road comprising four Road segments. The total area for acquisition falling in the state of Punjab would be to the tune of approx. 160 acres whereas that falling in UT would be about 32.89 acres.
 - iii. Therefore the total area falling under the above road alignments in Punjab, required to be acquired will be approx. 160 acres. Taking processing cost of acquisition as about Rs. 1 crores per acre. Total cost of acquisition may approx. be about Rs.160 crores.

4. This Urban Corridor was also considered in a meeting on 20-12-2006, under the Chairmanship of Principal Secretary, Department of Housing & Urban Development, Punjab where following broad decisions were taken:-
 1. That the proposed Urban Corridor alignment would be sent by CTP Punjab to CE UT Administration for seeking their consent for undertaking the project. SDE, Central Works Circle, Chandigarh would pursue the matter with CE, UT for expeditious clearance.
 2. The road section (6 laned along with service lanes) and specifications would be common to both UT and Punjab even though their construction would be taken up independently.
 3. The land for the project would be acquired by the Department of Housing and Urban Development and the Land Acquisition Collector, GMADA would be designated as Collector for the purpose.
 4. GMADA and PWD (B&R) department would jointly work on a policy of framing " impact charges" or more realistic EDC charges that could be used to recover the costs of development.
 5. MD, PIDB's suggestion that the project in its entirety should be placed before the Executive Committee of GMADA and its approval obtained before PIDB could associate itself with the project as a partner was approved.
 6. It was decided that CA, GMADA would prepare a comprehensive agenda note for the Ist meeting of EC, GAMDA and seek its approval.
5. **Approval Sought:** In the light of above background the following proposals are submitted before the Empowered Committee for consideration and approval:
 - i) The Project to develop an access-controlled High Speed Urban Corridor from Sector 39 Chandigarh to Morinda-Ludhiana Road on PPP mode, as per the alignment prepared by Chief Town Planner, Punjab.
 - ii) The land for the project to be acquired by the Department of Housing and Urban Development and the Land Acquisition Collector, GMADA to be designated as Collector for the purpose.
 - iii) To initiate the process of land acquisition for the High Speed Urban Corridor with additional area in the first phase.
 - iv) Approval to acquire some additional land for allotting to the oustees along side the proposed project alignment for real estate purposes, through compulsory acquisition or land pooling.
 - v) The Punjab portion to be taken up on PPP mode by inviting direct bids (*without inviting EOIs).
 - vi) Requesting PIDB to seek a similar approval from it's Executive Committee for partnering with GMADA for this project and mandate one of their Consultants to prepare a Project Report which could then be sent to GOI through the State Government for Viability Gap Funding of the project.

DEPTT. OF TOWN & COUNTRY PLANNING PUNJAB
DISTRICT TOWN PLANNER, S.A.S. NAGAR

Subject: Agenda item for construction of Chandigarh-
S.A.S. Nagar-Kharar Ring Road.

S.A.S. Nagar Master Plan which was approved by the Punjab Regional & Town Planning & Development Board in its meeting held on 10.5.2005 where in a ring road contacting Chandigarh from Sector-39 to Kharar-Kurali road (N.H.21) passing through the portion of S.A.S. Nagar Planning Area have been proposed. The total length of the road is approx. 11.25 KM of which 2.18 KM approx. falling in the U.T. Area. This will ease out traffic problems in S.A.S. Nagar.

2. In the same meeting a 200' wide road contacting S.A.S. Nagar with Zirakpur-Banur Road was also approved which cuts across Zirakpur-Banur road village Chhat and ultimately touches Zirakpur-Ambala Road. The total length of this road is approx. 15 KM. This alignment if implemented requires, a bridge over river Ghaggar besides a few culverts over the choes passing through S.A.S. Nagar Planning Area.

3. Another roads alignment which cut across Zirakpur-Banur Road contacting S.A.S. Nagar with Zirakpur-Derabassi roads is also proposed with a total length approx. 14.5 KM. Another proposal of 100' wide road on either side of proposal Chandigarh-Morinda Railway Line was also approved with a total length of 2.4 km each has been approved.

4. These alignment have been shown on the proposed S.A.S. Nagar plan attached herewith for your information & necessary action pl.

A.C.A(Project)
PUDA, S.A.S. Nagar.

D.T.P.
S.A.S. Nagar

Spl. I-DTP (SAS Nagar)
ed: 1.3.2006
6.30 P.M.

Agenda Item No. 01. 20
(Executive Committee Meeting)

Subject: Execution of Memorandum of Agreement(MOA) between Greater Mohali Area Development Authority & Jurong Consultancy Pte Limited, Singapore for preparation of Master Plan for Area Under GMADA.

1. **A Delegation led by the Chief Secretary, Punjab had visited Singapore, Australia and Thailand during 25th July to 2nd August'2006:** According to the proposed action plan duly approved by the Hon'ble Chief Minister following action was to be taken by Department of Housing & Urban *Development*.

***"Singapore:** Governments level the MOU between the National Development Ministry Singapore and Punjab Urban Planning and Development Authority, Government of Punjab for facilitating master plan of greater Mohali development authority. Thereafter any of the designated agencies on both sides can sign agreement for working on the master plan of about 350 square kilometers area under greater Mohali development authority.*

(Action: Department of Housing and Unban development, Punjab and PUDA)"

2. Council of Ministers approved the MOU on 17.11.06 vide endorsement no.. 1/349/2006-1 Cabinet/5793 dated 21.11.06 which is enclosed as **Annexure-1** to this Agenda.
3. Another high powered delegation lead by Chief Secretary, Punjab and comprising of PSHUD, CA GMADA, Director Local Bodies, Chief Town Planner, Punjab and Chief Town planner, PUDA had visited Singapore from 26.11.06 to 2.12.06. The MOA was executed between Greater Mohali Area Development Authority & Jurong Consultancy Pte Limited, Singapore a private limited and wholly owned company of JTC Corporation which is a statutory Board of Ministry of Trade Industry, Government of Singapore established under the laws of Singapore, which is enclosed as **Annexure-2** to the agenda.
4. The proposal to have the master plan of Greater Mohali Area Development Authority prepared by Jurong Consultancy Pte Limited, Singapore was given approval by Council of Minister on 15.12.06 vide endorsement no. 1/391/2006-1 Cabinet/6400 dated 19.12.06 which is enclosed as **Annexure-3** to this Agenda.

The execution of MOA between Greater Mohali Area Development Authority constituted by the Government of Punjab under the Punjab Regional Town Planning and Development Act, 1995 & JURONG International Consulting Pte Ltd. & the progress of the Authority is placed before the committee for information & ratification, please.

ANNEXURE-1

382
13/12/06

ਪੰਜਾਬ ਸਰਕਾਰ

ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ
(ਮਕਾਨ ਉਸਾਰੀ - 1 ਸ਼ਾਖਾ)

ਸੇਵਾ ਵਿਖੇ,

C.A.
4.12.06

ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ,

ਗ੍ਰੇਟਰ ਮੋਹਾਲੀ ਏਗੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਿਟੀ
ਪੁੱਛਾ ਭਵਨ, ਸੈਕਟਰ 62, ਮੋਹਾਲੀ।

ਮੀਮੋ ਨੰ: 10/59/2006-4ਮਉ1/12343
ਮਿਤੀ, ਚੰਡੀਗੜ੍ਹ: 12/10/06

ਵਿਸ਼ਾ :-

ਸਾਇਨਿੰਗ ਆਫ ਮੈਮੋਰੈਂਡਮ ਆਫ ਅੰਡਰਸਟੇਂਡਿੰਗ (ਐਮ.ਓ.ਯੂ) ਵਿਚ ਜ਼ਰਾਗ ਇੰਟਰਨੈਸ਼ਨਲ ਕੰਨਸਲਟੈਂਸੀ ਪ੍ਰਾਈਵੇਟ ਲਿਮਟਿਡ, ਸਿਘਾਪੁਰ ਫਾਰ ਪਰਪਰੇਟਿੰਗ ਆਫ ਮਾਸਟਰ ਪਲੇਨ ਫਾਰ ਗ੍ਰੇਟਰ ਮੋਹਾਲੀ ਏਗੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਿਟੀ (ਗਮਾਡਾ) ਏਗੀਆ।

--0--

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ।

2. ਵਿਸ਼ਾ ਅੰਕਿਤ ਮਾਮਲੇ ਬਾਰੇ ਮੈਮੋਰੈਂਡਮ (ਫੋਟੋ ਕਾਪੀ ਨਹੀਂ ਹੈ) ਮੋਤਰੀ ਪ੍ਰਸ਼ਾਸਕ ਦੀ ਮਿਤੀ 17-11-2006 ਨੂੰ ਹੋਈ ਮੀਟਿੰਗ ਵਿੱਚ ਪ੍ਰਵਾਨ ਕਰ ਲਿਆ ਗਿਆ ਹੈ। ਇਸ ਸਬੰਧ ਵਿੱਚ ਮੋਤਰੀ ਮੋਹਾਲੀ ਮਾਮਲੇ ਸ਼ਾਖਾ ਵੱਲੋਂ ਪ੍ਰਾਪਤ ਹੋਈ ਪ੍ਰਵਾਨਗੀ ਪੱਤਰ ਨੰ: 1/349/2006-1ਕੈਬਨਿਟ/5793 ਮਿਤੀ 21-11-2006 ਦੀ ਕਾਪੀ ਅਗਲੇਰੀ ਕਾਰਵਾਈ ਹਿੱਤ ਭੇਜੀ ਜਾਂਦੀ ਹੈ।

ਸਿਰਫ
ਸੁਪਰਡੈਂਟ

PA/Chief Administrator

GMADA

D. No. 11.69 Dt. 8.12.06

ਪ੍ਰਾਪਤ ਹੋਈ ਪ੍ਰਸ਼ਾਸਕ (ਸਬ ਏਗੀਆ) ਦੀ ਮਿਤੀ 19/12/06
ਨਿਵੇਸ਼ਕ 13/12/06

ਪੰਜਾਬ ਸਰਕਾਰ
ਆਮ ਹਜ਼ ਪ੍ਰਬੰਧ ਵਿਭਾਗ
(ਮੋਤਰੀ ਮੰਡਲ ਮਾਮਲੇ ਸ਼ਾਖਾ)

ਮੋਤਰੀ ਪ੍ਰਸ਼ਦ
ਤਰੱਤ
ਗੁਪਤ

Subject: ਗੁਆਡਾ ਦੀ ਮਾਮਟਰ ਪਲੈਨ ਤਿਆਰ ਕਰਨ ਲਈ ਜੁਰੋਂਗ ਇੰਟਰਨੈਸ਼ਨਲ ਕੰਸਲਟੈਂਸੀ ਲਿਮਟਿਡ, ਸਿੰਗਾਪੁਰ (Jurong International Consultancy Pte Limited Singapore) ਨਾਲ ਮੈਮੋਰੈਂਡਮ ਆਫ ਅੰਡਰਸਟੈਂਡਿੰਗ (MOU) ਤੇ ਦਸਖਤ ਕਰਨ ਬਾਰੇ।

2006
24/11/06

ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ, ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਤੇ ਆਪਣੇ ਆਰਡਰ ਨੰ: 6/29/2006-1 ਮਿਤੀ 17.11.2006 ਵੱਲ ਧਿਆਨ ਦੇਣ ਦੀ ਕਿਰਪਾਲਤਾ ਕਰਨ।

2. ਮੋਤਰੀ ਪ੍ਰਸ਼ਦ ਦੀ ਮਿਤੀ 17.11.2006 ਨੂੰ ਹੋਈ ਮੀਟਿੰਗ ਵਿੱਚ ਵਿਸ਼ਾ ਅੰਕਿਤ ਮਾਮਲੇ ਸਬੰਧੀ ਵਿਚਾਰ-ਵਟਾਂਦਰਾ ਕੀਤਾ ਗਿਆ ਅਤੇ ਇਸ ਸਬੰਧੀ ਲਿਆ ਗਿਆ ਫੈਸਲਾ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਹੈ:-

ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ ਦੇ ਯਾਦ ਪੱਤਰ ਮਿਤੀ 13 ਨਵੰਬਰ 2006 ਤੇ ਵਿਚਾਰ-ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਇਸ ਦੇ ਪੈਰਾ 7 ਵਿੱਚ ਦਰਜ ਹਜ਼ਵੀਜ਼ ਦੀ ਪਰਵਾਨਗੀ ਦੇ ਦਿੱਤੀ ਗਈ।

2006
21/11/06

3. ਮੋਤਰੀ ਪ੍ਰਸ਼ਦ ਵਲੋਂ ਲਏ ਗਏ ਉਪਰੋਕਤ ਫੈਸਲੇ ਨੂੰ ਲਾਗੂ ਕਰਨ ਹਿੱਤ ਪ੍ਰਬੰਧਕੀ ਵਿਭਾਗ ਵਲੋਂ ਕੀਤੀ ਗਈ ਕਾਰਵਾਈ ਬਾਰੇ ਇਸ ਸ਼ਾਖਾ ਨੂੰ ਦੋ ਹਦਰਤ ਦੇ ਅੰਦਰ-2 ਜਾਣੂੰ ਕਰਵਾਉਣ ਦੀ ਬਹਲ ਗਤੀ ਜਾਵੇ।

ਅਧਿਕਾਰਤ, ਤਾਲਮੇਲ

ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ,
ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ (ਮਕਾਨ ਉਸਾਰੀ-1 ਸ਼ਾਖਾ)
ਆਰਡਰ ਨੰ: 1/349/2006-1 ਕੈਬਨਿਟ/5773
ਨੰ: 1/349/2006-1 ਕੈਬਨਿਟ/

ਮਿਤੀ: 21/11/06
ਮਿਤੀ:

ਇਸ ਦਾ ਇਕ ਉਤਾਰਾ ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ/ਪ੍ਰਮੁੱਖ ਮੋਤਰੀ, ਪੰਜਾਬ ਨੂੰ ਪੁੱਜੇ ਮਿਤੀ ਜੀ ਦੀ ਸੂਚਨਾ ਹਿੱਤ ਭੇਜਿਆ ਜਾਵੇਗਾ।

ਸੁਪਰਡੈਂਟ

ਨੰ: 1/349/2006-1 ਕੈਬਨਿਟ/ ਇਸ ਦਾ ਇਕ ਉਤਾਰਾ ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਰਾਜਪਾਲ, ਪੰਜਾਬ ਨੂੰ ਮਾਨਯੋਗ ਰਾਜਪਾਲ ਪੰਜਾਬ ਜੀ ਦੀ ਸੂਚਨਾ ਹਿੱਤ ਭੇਜਿਆ ਜਾਵੇਗਾ।

ਸੁਪਰਡੈਂਟ

PSH-10
Sanction
21/11/2006

ਸਿਸਟਮ

ITEM NO.
(Yearly)

SECRET
Copy No

Agenda Item for CMM Meeting
Date of CMM Meeting 17.11.2006

GOVERNMENT OF PUNJAB
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

MEMORANDUM FOR COUNCIL OF MINISTERS

Minister In-Charge: Housing & Urban Development Minister, Punjab

Secretary In-Charge: Principal Secretary, Housing & Urban Development, Punjab

Subject: Signing of Memorandum of Understanding (MOU) with Jurong International Consultancy Pte Limited, Singapore for preparation of Master Plan for Greater Mohali Area Development Authority (GMADA) area.

The Government of Punjab vide Department of Housing and Urban Development's notification dated 14.8.2006 constituted the Greater Mohali Area Development Authority (GMADA). The Authority has since been transferred all the assets and liabilities of PUDA for the approximately 1350 sq. kms area under its jurisdiction.

2. One of the major functions of the new Authority would be to undertake planned and regulated development of the entire area falling under its jurisdiction. It has, therefore, been felt imperative to have a Master Plan prepared for the entire Authority area with a long-term perspective incorporating the given dynamics of growth and development in this fast-urbanizing region. Accordingly, it was proposed to invite offers from reputed planners and urban designers within the country for the purpose.

3. A delegation led by Chief Secretary, Punjab had visited Singapore in July 2006 and seen the remarkable development in the field of urban planning and design undertaken by the Government of Singapore and its agencies. Given the expertise of those agencies in urban planning and design, it was felt expedient that we may engage the services of Jurong International Consultancy Pte Limited, which is a wholly-owned company of JTC Corporation, which is a Statutory Board under the Ministry of Trade and Industry, Government of Singapore. The Company is already undertaking major urban planning and design projects in India and many other countries of the world.

4. The matter was taken up with the Jurong International Consultancy Pte Limited, Singapore for taking up the job of the preparation of a Master Plan and Development Plan for the Greater Mohali area. The terms of reference and the draft MoU received from them have been examined and the comments sent to them. The scope of work, terms of Draft MoU and fee structure needs to be discussed with the Planners and officers of the Consultants and visit the sites planned and developed by them is required to finalise the scope of work, fee structure and the signing of MoU. A visit of a team of officers of the Punjab Govt. and GMADA to Singapore is therefore imperative. Malaysians of late has done good work in the urban development and there are many companies like IJM etc. are looking for investments in this sector in India. It will be worthwhile to visit Kuala Lumpur in Malaysia for two days to see the sites developed there and also to hold meetings with investors in the field of urban development to attract investment.

5. It is proposed to sign a Memorandum of Understanding (MOU) between Greater Mohali Area Development Authority (GMADA) and Jurong International Consultancy

- 6

(10)

Pte.Limited. The broad scope of work would be envisage the preparation of a Master Plan including Regional Development Plans and Comprehensive Master Plans of towns and designated " planning areas" falling within the Authority's jurisdiction. The MOU would help bring in some of the most modern urban planning practices in the preparation of Master Plan for GMADA area.

6. A delegation led by Chief Secretary to the Government and including Principal Secretary, Housing and Urban Development, Chief Administrator, GMADA and Chief Town Planner, Punjab proposes to visit Singapore for working out the modalities of the engagement and signing of MOU. The proposed dates of the tour are 27th November to 2nd December (excluding journey days). The delegation would visit Malaysia from 30th November 2006 to 2nd December (excluding journey days) interact with potential investors in the field of infrastructure, urban townships, tourism and leisure and airport development and also to visit urban sites planned and developed by Malaysian Govt. and its agencies. The entire expenditure on this visit will be incurred by the Greater Mohali Area Development Authority.

7. The approval of the Council of Ministers is solicited for the signing of the Memorandum of Understanding and visits of the officers to Singapore and Malaysia from 27th November 2006 to 2nd December 2006(excluding journey days.).

8. The Hon'ble Chief Minister has seen and approved the Memorandum as Minister In-Charge.

9. Permission of the Hon'ble Chief Minister, Punjab has been obtained for placing this memorandum before the Council of Minister.

Dated: 13.11.2006
Chandigarh

A.R.TALWAR
Principal Secretary to the Government of Punjab
Department of Housing and Urban Development

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA") is made and entered into on 29 November 2006.

BY AND BETWEEN:

- A. **Greater Mohali Area Development Authority** constituted by the Government of Punjab under the Punjab Regional Town Planning & Development Act, 1995 having its offices at PUDA Bhawan, Sector 62, SAS Nagar, (Punjab, India); and
- B. **Jurong Consultants Pte Ltd.** a private limited company established under the laws of Singapore having its offices at 8 Jurong Town Hall Road, # 08-00, the JTC Summit, Singapore 609434 (its nominees or assignees" JCPL"), and a wholly owned company of JTC Corporation which is a statutory board of the Singapore Government.

Each of the Client and JCPL shall be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the Client is a Area Development Authority for the region in the vicinity of Chandigarh, India (description of business) and JCPL is a leading consultancy company with a significant presence in Asia Pacific and the Middle East.

Whereas, the Parties have initiated a consulting relationship in Singapore and now wish to further consolidate their partnership arrangements among themselves and through their affiliate companies according to the terms and conditions of this MOA.

- 9 -

21

NOW THEREFORE, the Parties set forth their understanding as follows:

1. **General Statement:** Parties desire to provide to each other informational support, which may be in the form of knowledge sharing on management and technical services, exchange of information and experience, and partners matching for cooperation in respect of the Integrated Development of GMADA and Special Economic Zones in Punjab ("Project").
2. **Roles:** In order to facilitate the implementation of the Project, JCPL shall provide for the roles of Master Planner, and Technical Consultant in keeping with the laws as applicable to the State of Punjab (India). Based on Appendix A, the Parties may further discuss other areas of co-operation in the implementation of townships and special economic zones, should such necessity arise.
3. **Training of Personnel:** The consultant shall also associate and train the clients' group of personnel during the period of consultancy.
4. **Confidentiality:** The parties shall hold in confidence, and shall use for the purposes of this MOA, all confidential information obtained from a party or developed in connection with this MOA, except to the extent disclosure is required by law or the courts. Confidential information in this MOA shall not include any information previously known to a party, information independently developed by such Party or information that is or becomes part of the public domain through no breach by the Party of its obligations under this MOA.

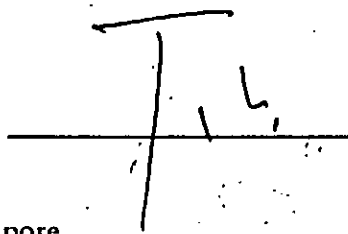
- 10 -
5. **Choice of Law:** This MOA and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of India in general and those of the State of Punjab in particular.
 6. **Nominees:** Each Party shall have the right to nominate any of its subsidiaries or associates to contract with the other Party in respect of the Project under this MOA.
 7. **Duration:** This MOA shall be followed by a formal contract between both parties within a period of six months from the date hereof, or such extended date as may be mutually agreed in writing.
 8. **Termination:** This MOA shall terminate in the earlier occurrence in the following circumstances:
 - a) By agreement between the parties; or
 - b) The non fulfillment of a formal Consultancy Contract within six months from the date hereof

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their duly authorized officers as of the day and year first above written.

By: Greater Mohali Area Development
Authority, SAS Nagar, Punjab.

Name: Mr Tejveer Singh

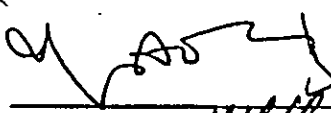
Title: Chief Administrator



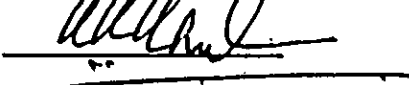
By: Jurong Consultants Pte Ltd, Singapore

Name: Ms Mao Whey Ying

Title: President



Witness: 

Witness: 

- 11 -

APPENDIX A

PROPOSED SERVICES

A) PART 1: REVIEW THE BROAD STRUCTURE PLAN PREPARED BY THE CLIENT (SITE AREA OF ABOUT 1,350 SQ KM)

- 1 The Broad Structure Plan will be developed by the Client and submitted to the Consultant in stages but not later than mid-January 2007 in order for the Consultant to review and provide comments for adjustment and refinement of the Plan by 28th February 2007 subject to the adherence by the client in accordance to the aforesaid mentioned date.
- 2 For the deliverables of the review, the consultant will submit a Broad Structure Plan detailing comments and inputs.

B) PART 2: PREPARE MASTER PLAN (SITE AREA OF ABOUT 530 SQ KM)

- 1 The Consultant is to review the Outline Master plans prepared by the client and to prepare the Master Plan including Land Use and Conceptual infrastructure plan (road; drainage system; water distribution system; sewerage system; power supply and telecommunication) for the 6 planned areas within GMADA (total about 530 sq km):
 - 2 Formulate an appropriate planning concept and develop/refine a Draft Land Use Plan for the entire development based on the Client's brief. The Outline Plan will indicate:
 - a. concept of the development;
 - b. broad planning objectives;
 - c. planning parameters; and
 - d. broad land use cluster
 - 3 Assist Client in firming up suitable and desired land uses for the entire development and recommend the quantum of appropriate land uses and supporting facilities to be accommodated within the development for a sustainable development as well as compliance to rules and guidelines such as:
 - a. Determine the extent of land use;
 - b. Assess project vision, goals, objectives and policies;
 - c. Preparation of concept options which will indicate the quantum of land for the clusters identified in the market study.
- T. L.
- [Signature]

4 Review transportation system requirements including access and transport connections to major cities, air and inland depots, railway lines, and make recommendations for better inter- and intra-transport connectivity, and hierarchy of roads to meet the anticipated traffic needs generated from the above project.

PAYMENT SCHEDULE

A. Fees

The Fee is as follows (amount in US Dollars):

Scope of Services	Duration (months)	US \$
<u>Part 1 and Part 2</u> : Review of Broad Structure Plan and Master Planning	8	1,800,000
		\$1,800,000

The Deliverables shall consist of a Preliminary Report and a Final Report for:

- o Part 1: Review of Broad Structure Plan
- o Part 2: Master Plan/Report

Payment Schedule

- T 14
- a. A initial Down payment of USD 400,000 must be telegraphic transferred to Jurong's designated account within SEVEN (7) days from the date of signing of formal consultancy agreement.
 - b. Jurong will only commence work upon receipt of the initial down payment of USD 400,000.
 - c. Payment of USD 500,000 from balance of contract sum must be telegraphic transferred to Jurong's designated account within SEVEN (7) days upon final submission of Review Broad Structure Plan (Part 1). Strictly to be adhered that the client must submit feedback within 15 days from date of submission of draft broad structure plan (Part 1)
 - d. For Payment of USD 150,000 from balance of contract sum must be telegraphic transferred to Jurong's designated account within SEVEN (7) upon final submission of master plan of each site (maximum 6 sites) under PART 2.
 - e. Retention of 10% of contract sum to be deducted equally from last two (2) payment subject to the retention amount to be released within SIXTY (60) days upon submission of final report of the sixth site.
- [Signature]

ANNEXURE-III

ਪ੍ਰਸ਼ਾਸਨ / ਪਾਲਿਸੀ ਸ਼ਾਖਾ
ਕਮਾਡਾ, ਮੋਹਾਲੀ
ਡਾਇਰੀ ਨੰ. 34

ਪੰਜਾਬ ਸਰਕਾਰ
ਮਕਾਡ ਉਸਾਰੀ ਤੇ ਸੁਹਿਰਾ ਵਿਕਾਸ ਖੇਤਰ
(ਮਕਾਨ ਉਸਾਰੀ - 2 ਸ਼ਾਖਾ)

C.A.

28.12.06

ਸੇਵਾ ਵਿਖੇ

ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ,
ਗਰੈਟਰ ਮੁਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ,
ਮੁਹਾਲੀ

A/C/UA/2

ਮੀ ਮੈਂਬਰ: 13/219/2006-1 ਮਥਿ2/ 12804
ਮਿਤੀ: 27/12/06

Adg/PA/D

ਵਿਸ਼ਾ:-

ਗਰੈਟਰ ਮੁਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ (ਕਮਾਡਾ) ਏਰੀਆ ਦਾ
ਮਾਸਟਰ ਪਲਾਨ ਤਿਆਰ ਕਰਨ ਲਈ ਮਿਸ. ਜਰੋਗ ਕਨਸਲਟੈਂਟਸ ਪ੍ਰਾਈਵੇਟ ਲਿਮਟਿਡ
ਸਿੰਘਾਪੁਰ ਨਾਲ ਕੀਤੇ ਇਕਰਾਰਨਾਮੇ ਦੀ ਪ੍ਰਵਾਨਗੀ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ 'ਤੇ ਮੰਤਰੀ ਮੰਡਲ ਮਾਮਲੇ ਸ਼ਾਖਾ ਦੇ ਜੀ. ਵਿ. ਪੱ. ਨੰਬਰ: 1/391/
2006-1 ਨਿਯਮ/6400, ਮਿਤੀ 19.12.2006 ਦੇ ਹਵਾਲੇ ਵਿਚ।

2. ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਸਬੰਧੀ ਮੰਤਰੀ ਪ੍ਰਸ਼ਾਸਨ ਦੀ ਪ੍ਰਵਾਨਗੀ ਦੀ ਕਾਪੀ ਇਸ ਕੇਸ
ਵਿਚ ਅਗਲੀ ਕਾਰਵਾਈ ਕਰਨ ਹਿਤ ਭੇਜੀ ਜਾਂਦੀ ਹੈ।

372/11
ਸੁਪਰਡੈਂਟ

PA/Chief Administrator
GMADA

D.No. 1330 Dated 13/12/06

4-1-2007

21/12/

ਪੰਜਾਬ ਸਰਕਾਰ
ਆਮ ਹਜ਼ ਪ੍ਰੀਤ ਵਿਭਾਗ
(ਮਿਤਰੀ ਮੋਡਲ ਮਾਮਲੇ ਸਮੇਤ)

ਮਿਤਰੀ ਪ੍ਰੀਤ
ਬੁਰੀਤ
ਗੁਪਤ

ਵਿਸ਼ਾ: ਕ੍ਰੈਡਿਟ ਮੋਡਲੀ ਏਜੀਓ ਵਿਰੋਲਪਮੈਂਟ ਆਧਾਰੀ (ਕਮਾਡੀ) ਏਜੀਓ ਦਾ ਮਾਮਲਾ
ਮਕਾਨ ਵਿਭਾਗ ਬਰਨ ਲਈ ਮਿਸ਼ਨ ਪ੍ਰੋਜੈਕਟ ਸ਼ਿਸਟਰ ਲਿਮਿਟਡ,
ਮਿਥਾਪੁਰ ਨਾਲ ਕੀਤੇ ਇਕਰਾਰਨਾਮੇ ਦਾ ਪਰਚਾ।

....

ਪ੍ਰਮੁੱਖ ਮਕੱਤਬ, ਪੰਜਾਬ ਸਰਕਾਰ; ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ ਉਪਰਿਕਤ
ਵਿਸ਼ੇ ਤੇ ਆਪਣੇ ਆਰਡਰ ਨੰ. 13/219/2006 ਮਿਤੀ 27/12/2006, ਮਿਤੀ 14.12.2006 ਵੱਲ ਸਿਧਾਨ
ਦੇਣ ਦੀ ਕਿਰਪਾਲਤਾ ਕਰਨ।

2 ਮਿਤਰੀ ਪ੍ਰੀਤ ਦੀ ਮਿਤੀ 15.12.2006 ਨੂੰ ਹੋਈ ਮੀਟਿੰਗ ਵਿੱਚ ਵਿਸ਼ਾ ਅੰਕਿਤ ਮਾਮਲੇ
ਸਬੰਧੀ ਵਿਚਾਰ-ਵਟਾਂਦਰਾ ਕੀਤਾ ਗਿਆ ਅਤੇ ਇਸ ਸਬੰਧੀ ਲਿਖਾ ਗਿਆ ਫੈਸਲਾ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਹੈ:-

"ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ ਦੇ ਧਾਰਾ ਪੱਤਰ ਮਿਤੀ 14 ਦਸੰਬਰ,
2006 ਤੇ ਵਿਚਾਰ ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਇਸ ਦੇ ਬਾਰੇ 7 ਵਿੱਚ ਦਰਜ ਹਜ਼ਾਰੀ ਦੀ
ਪਰਵਾਨਗੀ ਦੇ ਦਿੱਤੀ ਗਈ।"

ਮਿਤਰੀ ਪ੍ਰੀਤ ਵੱਲੋਂ ਲਏ ਗਏ ਉਪਰਿਕਤ ਫੈਸਲੇ ਨੂੰ ਲਾਗੂ ਕਰਨ ਵਿੱਚ ਪ੍ਰਸ਼ੰਸਕੀ ਵਿਭਾਗ
ਵੱਲੋਂ ਕੀਤੀ ਗਈ ਕਾਰਵਾਈ ਸਾਰੇ ਇਸ ਸਮੇਂ ਨੂੰ ਦੇ ਹਵਾਲੇ ਦੇ ਅੰਦਰ-2 ਜਾਂਦੇ ਕਰਵਾਉਣ ਦੀ ਪੇਚਲ ਕੀਤੀ
ਜਾਵੇ।

ਅਧਿਕਾਰਤ, ਰਾਜਕੀਲ

ਪ੍ਰਮੁੱਖ ਮਕੱਤਬ, ਪੰਜਾਬ ਸਰਕਾਰ,
ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ (ਮ.ਉ.-2 ਸਮੇਤ)

ਐ ਵਿਸ਼ੇ ਨੰ-1/391/2006-1 ਰਿਸਲਿਟ/6400
ਨੰ 1/391/2006-1 ਰਿਸਲਿਟ/

ਮਿਤੀ: 27/12/2006
ਮਿਤੀ:

ਇਸ ਦਾ ਇਕ ਉਤਾਰਾ ਪ੍ਰਮੁੱਖ ਮਕੱਤਬ, ਪੰਜਾਬ ਸਰਕਾਰ, ਮਿਤਰੀ ਪ੍ਰੀਤ ਤੇ ਪ੍ਰਮੁੱਖ ਮਕੱਤਬ ਦੀ ਤਰ੍ਹਾਂ
ਸੂਚਨਾ ਵਿੱਚ ਭੇਜਿਆ ਜਾਵੇਗਾ।

ਸੁਪਰਡੈਂਟ

ਨੰ 1/391/2006-1 ਰਿਸਲਿਟ/

ਮਿਤੀ:

ਇਸ ਦਾ ਇਕ ਉਤਾਰਾ ਪ੍ਰਮੁੱਖ ਮਕੱਤਬ, ਵਿੱਚ ਨੂੰ ਸੂਚਨਾ ਵਿੱਚ ਭੇਜਿਆ ਜਾਵੇਗਾ।

ਸੁਪਰਡੈਂਟ

ਨੰ:1/391/2006-1 ਰਿਸਲਿਟ/

ਮਿਤੀ:

ਇਸ ਦਾ ਇਕ ਉਤਾਰਾ ਪ੍ਰਮੁੱਖ ਮਕੱਤਬ, ਰਾਜਕੀਲ, ਪੰਜਾਬ ਨੂੰ ਮਾਨਯੋਗ ਰਾਜਕੀਲ
ਪੰਜਾਬ ਦੀ ਤਰ੍ਹਾਂ ਸੂਚਨਾ ਵਿੱਚ ਭੇਜਿਆ ਜਾਵੇਗਾ।

ਸੁਪਰਡੈਂਟ

Specified by the
United

66/11

21/12/06

Agenda Item No. 01.21
(Executive Committee Meeting)

Subject: Mohali Development Plan

1. **Back Ground** Hon'ble Chief Minister Punjab in a meeting on 20.10.05, emphasized the need to improve infrastructure, availability of trained human resources and quality of life in and around Mohali in order to maintain and improve the attractiveness of Mohali as an investment destination. A group was constituted under the Chairmanship of CS with PSLG, PSF, PSIC, Secretary Power and SHUD as members to look at the medium and long-term vision for this region and make suitable recommendations for up-gradation of its infrastructure through public private partnership. Action Plan for Mohali Development Plan was considered in the meetings held on 25.4.06, 14.07.2006, 4.8.06 & 6.10.06 under the Chairmanship of Chief Secretary, Punjab. CS in a meeting dated 25-4-06 decided that a Committee headed by Principal Secretary, Industries will identify the works requiring immediate execution for upgrading the existing infrastructure in Mohali and for creating new infrastructure urgently. The list of projects approved in the meeting held on 18.5.06 under the chairmanship of Principal Secretary, Industry and Commerce is enclosed at **Annex-1** to this agenda. The current status, estimates & progress etc. of these projects is enclosed at **Annex-2** to the Agenda.
2. **Regarding Allocation of Budget for up-gradation of Existing Infrastructure and for creating new Infrastructure in Mohali:** CS had also decided that:
 - "i. The Rs. 500 crore funding agreed to be allocated by the Government for the development of Mohali shall be utilized primarily for the development of the current projects or any other new projects falling in the already developed area of Mohali.
 - i. The funding for the development works/acquisition in the new sectors/pockets of Mohali shall be generated from the EDC, CLU & License fee etc., chargeable from this area & then utilized primarily for the provision of basic infrastructure in the area of new sectors/pockets."
3. In compliance, the case was submitted to Government for seeking its formal approval as well as for requesting the Government to make budgetary allocation of approx Rs. 500.00 crores for projects.
4. The proposal submitted to Government for refund of short term loan to state Government for approx. Rs. 200 crores is enclosed at **Annexure-3** to the Agenda

The projects amounting to Rs. 500 crores & the progress of these projects is placed before the committee for information, approval & ratification, please.

ANNEXURE-I

MINUTES OF THE MEETING HELD UNDER THE CHAIRMANSHIP OF PRINCIPAL SECRETARY, INDUSTRIES AND COMMERCE ON 18.5.2006 AT 3.30 PM REGARDING UPGRADATION OF EXISTING INFRASTRUCTURE AND FOR CREATING NEW INFRASTRUCTURE IN MOHALI.

Following were present :-

1. Sh. N.S. Kalsi, IAS,
Managing Director,
Information and Communication Technology,
Chandigarh.
2. Sh. Arun Goel, IAS
Managing Director,
Punjab Small Industries and Export Corporation Ltd.
Chandigarh.
3. Sh. Som Parkash, IAS
Chief Administrator,
PUDA, Mohali.
4. Sh. D.P. Bajaj,
Advisor (Technical), PUDA, Mohali
5. Sh. J.S. Bhatia,
Chief Engineer,
PSIEC, Chandigarh.
6. Sh. Gagan Anand
Representative of PIDB, Chandigarh.
7. Sh. K.K. Kaul,
Senior Town Planner, PUDA, Mohali.
8. Smt. Namrita Kalsi,
AGM (Projects), PUDA, Mohali.

After detailed deliberations for improving the existing infrastructure and creating new infrastructure the following works were identified :-

1. Upgradation of 200' wide road from Sector 48 upto NH-21.

<u>Sr.No.</u>	<u>Particulars</u>	<u>Length/area</u>	<u>Cost</u> (Rs. in crores)
i)	Section- Sector 48 to 65- Needs to be raised and strengthened	2.5 KM	12.88
ii)	Section -Sector 66 - Falls under PSIEC Needs to be widened and strengthened 0.5 KM missing link to be constructed Land to be acquired	1.7KM 15 acres	7.72 15.00

2

iii)	Section-Sector 66 to junction of 69-70 Needs to be widened and strengthened	2.6 KM	5.30
iv)	Section-Sector 69 to junction of 71-72. Needs to be widened and strengthened	1.7 KM	7.72
v)	Section-From junction of Sector 71-72 to Patiala Ki Rao Choe- Falls under PSIEC Needs to be widened and strengthened	1.6 KM	7.28
vi)	Section- Patiala Ki Rao upto NH-21. It is missing link and will require a bridge over Patiala Ki Rao Choe and acquisition of land etc. Land required for road Land required for buffer zone Cost of bridge	3 KM 45 acres 120 acres	15.46 45.00 -
	Total Cost of PUDA portion		12.00
	Total Cost of PSIEC portion		98.36
			30.00
			128.36

Note :- 200 meters wide strip required for mix land use has to be planned on self sustained basis. No funds are to be demanded for it.

2. Upgradation of existing Sector road from junction 66, Sector 65 upto NH-21 near village Balongi.

Sr.No.	Particulars	Length/area	Cost (Rs. in crores)
i)	Widening and strengthening	8 KM	6.28
ii)	Shifting of HT & LT lines		8.00

3. Providing Cycle tracks around Sector 54, 59, 60 and 61.

Sr.No.	Particulars	Length/area	Cost (Rs. in crores)
i)	Providing cycle tracks	8.5 KM	2.60

4. Providing Canal Water Supply from Kajauli to Mohali under Phase-V.

Sr.No.	Particulars	Length/area	Cost (Rs. in crores)
i)	Under this phase 20 MGD water is to be brought from Kajauli to Mohali for which land strip has		

already been acquired. However, 127 acres of land will be required for providing Water Works and connection with existing water grid. Cost of Water Works Cost of land	127 acres	75.00 127.00
--	-----------	-----------------

5. Sewerage Treatment Plant in Mohali (10 MGD capacity)

Sr.No.	Particulars	Length/area	Cost (Rs. in crores)
i)	In pursuance of assurance given by PUDA in the Punjab and Haryana High Court in contempt proceedings, the work of Sewage Treatment Plant has been taken in hand and is likely to be completed by 31.7.2007.		
	Unit	1 No.	26.00

6. Shifting of Jhuggis near Quark City in Sector 72 (Phase-VIII)

Sr.No.	Particulars	Length/area	Cost (Rs. in crores)
i)	286 no. Jhuggis are required to be shifted from Industrial Area to village Jagatpura, for which 45 acres of land has been earmarked. Cost of development of site and services only excluding land cost.		02.50

7. Construction of road connecting Sector 75-76, 89-90 and 94-95 upto Kharar Banaur Road near Landran.

Sr.No.	Particulars	Length/area	Cost (Rs. in crores)
i)	Construction of road connecting new sectors.	3 KM	15.50
	Land required.	45 acres	45.00

Two approach roads.

Sr.No.	Particulars	Length/area	Cost (Rs. in crores)
i)	Section-Sector 54-55 junction to Sector 72-73.	3.8 KM	7.21
ii)	Section-Sector 53-54 junction to Sector 71-72 Needs to be widened and strengthened	3.8 KM	

Industrial area Phase-VIII-B

Sr.No.	Particulars	Length/area	Cost (Rs. in crores)
i)	Infrastructure such as roads, storm water, sewerage, water supply etc. needs to be widened and strengthened.	LS	31.00
	<u>Total Cost</u>		
	PUDA portion		413.45
	PSIEC portion		30.00
	Infotech portion		31.00
	<u>G.Total</u>		474.45

Rs. 474.45 Crores

Terms of reference for hiring consultants.

It was desired by the Chairman to get the TOR approved from the Sub-Committee at the earliest after making suitable amendments by including preparation of growth model, funding pattern etc. by the consultants.

Initially PIDB will provide funds for these works to PUDA who will payback to PIDB when charges from EDC and licence fee etc. are generated from the periphery projects.

It was decided to put up the case to the Govt. for formal approval. The execution of works should exhibit high visibility level.

The meeting ended with a vote of thanks to the chair.

ANNEXURE-II

STATUS REPORT: EXECUTION OF MOHALI DEVELOPMENT WORKS AS ON 4.12.06

S/N	Particulars	Length/ Area	Cost (Rs. in crores)	Levelin g & survey	R/C estimate	A/A accord ed	Detaile d estimat e	T/S	DNIT	Call Tender	Recd. Tender	Allotm ent of work	Remar ks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.
1.	Upgradation of 200' wide road from Sector 48 upto NH-21												
i)	Section-Sector 48 to 65- Needs to be raised and strengthened	2.5 KM	12.88	20.6.06 (Done)	26.6.06 (Received)	Accorded	10.8.06 (Received)	13.8.06	14.8.06 Approved	4.12.06	24.12.06	24.12.06 27/2/07	Tenders recalled
ii)	Section- Sector 66- Falls under PSIEC Needs to be widened and strengthened 0.5 KM missing link to be constructed Land to be acquired	1.7KM 0.50 KM	7.72 15.00	12.7.06 (done)	15.11.06 15.1.07 Land	25.11.06 28.2.07 yet to be	5.12.06 15.3.07 acquired	10.12.06 25.3.07	15.12.06 25.3.07	20.12.06 31.3.07	10.1.07 21.4.07	20.1.07 21.5.07	Road land plan awaited from PSIEC/ DTP Mohali ACA(M) to initiate land acquisition proceedings & about encroachments. A meeting at the level of PSHUD is suggested to

iii)	Section- Sector 66 to junction of 69-70 Needs to be widened and strengthened	2.6 KM	5.30	12.7.06 (done)	9.11.06 15.1.07	15.11.06 28.2.07	25.11.06 15.3.07	30.11.06 25.3.07	1.12.06 25.3.07	6.12.06 31.3.07	31.12.06 21.4.07	15.1.07 21.5.07	expedite It has been decided to include 5 years maintenance period and to club the estimate of all stretches of roads. The estimates are being put up for A/A by 12.11.06
iv)	Section- Sector 59 to junction of 71-72. Needs to be widened and strengthened	1.7KM	7.72										
v)	Section-from junction of sector 71-72 to Patiala Ki Rao Choe- Falls under PSIEC Needs to be widened and strengthened	1.6 KM	7.28	20.11.06 15.1.07	20.11.06 15.1.07	5.12.06 28.2.07	10.12.06 15.3.07	20.12.06 25.3.07	20.12.06 25.3.07	25.12.06 31.3.07	10.1.07 21.4.07	30.1.07 21.5.07	ACA(M) to pursue
vi)	Section-Patiala Ki Rao upto NH-21 It is missing link and will require a bridge over Patiala Ki Rao Choe and acquisition of land etc. Land required for road Land required for buffer zone Cost of bridge	3 KM 45 acres 120 acres	15.46 45.00 12.00										Acquisition papers under emergency clause have been submitted by LAC to Govt. A

													meeting at the level of PSHUD is proposed to expedite the proceedings
	Total Cost of PUDA portion		98.36										
	Total Cost of PSIEC portion		30.00										
			128.36										
2.	Upgradation of existing Sector road from junction 66, sector 65 upto NH-21 near Village Balongi												<i>some portion i.e 45-66, 63-68 widened, Rest of tender called</i>
i)	Widening and strengthening	8KM	6.28										<i>Work can be taken up after shifting of HT lines</i>
													<i>100' wide road with carriage way 10 M wide exists, trees cutting, encroachments in Chottee Kut Colony, Sec 71 & Vill. Lambian</i>
ii)	Shifting of HT & LT lines		8.00	1/2									<i>It will take six months to complete job by PSEB after deposit of Rs. 1.55 lacs have been deposited with PSEB for survey & estimates and report is awaited from PSEB.</i>
3.	Providing Cycle tracks around Sector 54, 59, 60 and 61												
i)	Providing cycle tracks	8.5 KM	1.60	Complete	7.7.06 (done)	7.7.06 Accorded	7.8.06 Accorded	8.8.06 Accorded	9.8.06 Accorded	3.8.06 done	3.8.06 Received	20.11.06	
											Put up to Committee for allotment		
4.	Providing Canal Water Supply from Kajauli to Mohali under Phase-V												

Cancelled.

1)	Under this phase 20 MGD water is to be brought from Kajali to Mohali for which land strip has already been acquired. However, 127 acres of land will be required for providing water works and connection with existing water grid. Cost of water works Cost of land	127 acres	94.50 acres	PQD finalisation Notice for pre-qualification EOI Receipt Process EOI R/C Est DNIT/ RFP RFP Receipt of tenders Allot	28.2.07 22.3.07 30.4.07 28.2.07 31.5.07 31.7.07	15.12.06 10.11 25.8 25.2 25.2 20.3	Put up for approval Documents ready, a committee yet to be formed for finalisation <i>A. already framed.</i>						Subject to land acquisition
5.	Sewerage Treatment Plant in Mohali (10 MGD capacity)												
1)	In pursuance of assurance given by PUDA in the Punjab and Haryana High Court in contempt proceedings, the work of Sewage Treatment Plant has been taken in hand and is likely to be completed by 31.7.2007	1 No.	26.00	Brief Progress is as under At first level ³ UASB Reactors, work in superstructure, Sludge drying Beds- 38 No. complete work aeration tanks & program, other components E&P <i>main Profiz Station P.C.C. Complete</i> <i>C.C. & water Compens.</i> Expenditure- Rs. 275.00 lacs approx. Scheduled completion Date : 14.8.07 Hearing for acquisition of 75' wide strip listed for 26.10.06 in High Court.									
6.	Shifting of Jhuggis near Quark City in sector 72 (Phase-VIII)												
1)	286 No. jhuggis are required to be shifted from Industrial Area to village Jagatpura for which 45 acres of land has been earmarked. Cost of development of site and services only excluding land cost		2.50	Jhuggis shifted, development works 90% completed									
7.	Construction of road connecting sector 75-76, 89-90 and 94-95 upto Kharar Banur Road near Landran												
1)	Construction of road connecting new sectors. Land required	3 KM 45 acres	15.50 45.00	Survey done CTP to issue final drawings land to be acquired. No dates can be committed at this stage.									
8.	Two approach roads												
1)	Section-sector 54-55 junction to Sector 72-73	3.8 KM	7.21	25.11.06 (done)	15.11.06 15.1.07	25.11.06 22.2.07	5.12.05 15.3.07	10.12.06 15.3.07	15.12.06 25.2.07	20.12.06 21.3.07	10.1.07 21.4.07	15.1.07 21.5.07	Grown up trees

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY
PUDA BHAWAN, SECTOR- 62, MOHALI

ANNEXURE-III

No. PUDA-A/Cs(F)2006/ 4906

Dated: 24.5.06

To

The Secretary to Government Punjab, (My name)
Department of Housing and Urban Development,
Chandigarh.

Subject: Refund of short-term loan granted by PUDA to the State Government.

Kindly refer to this office letter no. 889 dated 30.01.2004 (copy enclosed) on the subject cited above.

2. In this connection, it is submitted that more than 2 years have passed since the reply to the observations of Budget Officer – cum- Under Secretary, Finance, received vide your office endst. No. 13/146/2003-8Hg2/9830 dated 15.10.2003, were sent but neither the loan has been received back from the government nor any reply has been received.
3. The Accountant General, Punjab has been repeatedly raising the observation regarding non repayment of loan and interest to PUDA by the government, in its audit report.
4. The acquisition of land by PUDA for new urban estates at a number of stations as well as for expansion of existing urban estates is almost at final stage. In addition, PUDA is shortly taking up the development of Sector 62 in SAS Nagar and a number of other major projects at Mohali as well as at other Stations such as augmentation of water supply at Mohali, Ring Road at Mohali and Ludhiana etc., huge funds will be required for the same.
5. All the funds available with PUDA, at present, have already been committed for acquisition of land for new Urban Estates at Sector 88-89 SAS Nagar, Zirakpur, Fatehgarh Sahib and Nawanshehr, the present financial position of PUDA does not allow it to meet the expenditure for the remaining acquisition of land at Jalandhar, Amritsar, Gurdaspur, Bathinda and Khanna as well as for development of these urban estates and other major projects from its own sources.
6. It is, therefore, once again requested that the outstanding loan amount of Rs. 116.00 crores along-with interest as well as the loan amount of Rs. 80.00 crores which was paid to Government by PUDA on 08.03.2000 under the OUVGL Scheme by raising loan from HUDCO, may kindly be refunded to PUDA, so that PUDA does not face any financial constraint in the proposed acquisitions of land as well as in taking up the other major projects. It is further added that non-refund of loan may adversely effect PUDA's activities and financial health.

Endst. No. PUDA-A/Cs(F)2006/ 4907

A copy of the above is forwarded to the Principal Secretary, Department of Finance, Punjab, Chandigarh for information and necessary action.

Chief Administrator

Dated: 24.5.06

Chief Administrator

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY
PUDA BHAWAN, SECTOR 62, S.A.S. NAGAR (MOHALI)-160 062 EPABX : 2215202, 2215204, 2215206

889

Dated

30-1-04

To

The Secretary to Government Punjab,
Department of Housing and Urban Development,
Chandigarh.

Subject: Refund of short-term loan granted by PUDA to the State Government.

Kindly refer to your Endst. No. 13/146/2003/6Hg2/9829 dated 15.10.2003 on the subject cited above.

2. In this connection, It is informed that so far as the lands already transferred to PUDA under the OUVGL Scheme are concerned, PUDA already has a deficit of approx. Rs. 250 Crores on this account which is to be met from the commercial exploitation of said land and the chances of quick disposal is not possible due to numerous reasons such as land not being handed over, concerned departments not removing their offices; lack of demand etc.
3. The commercial exploitation of the new land proposed to be identified for transfer to PUDA is very time consuming process although attempt is being made in this area. As it is there are large number of land already transferred to PUDA which are yet to be handed over and PUDA is not in a position to immediately dispose them. Further, there are some land which PUDA may like to be taken away from OUVGL Scheme due to numerous problems for which PUDA will be approaching the Empowered Committee in future.
4. In view of the position explained above, the adjustment of loan amount against the government land already transferred under the OUVGL Scheme as well as against the new land to be identified for transfer to PUDA may not be feasible.
5. It is, therefore, once again requested that the outstanding loan amount of Rs. 116.00 crores alongwith interest as well as the loan amount of Rs. 80.00 crores which was paid to Government by PUDA on 8.3.2000 under the OUVGL Scheme by raising loan from HUDCO, may kindly be refunded to PUDA, in view of the decision already taken in the meeting held on 28.2.2001 under the Chairmanship of the then Chief Minister, Punjab, to enable PUDA to take up various projects. It is further submitted that due to shortage of funds, PUDA is finding difficult to take up its already planned projects and may adversely affect PUDA's activities and financial health.

[Signature]
CHIEF ADMINISTRATOR

Agenda Item No. 01.22
(Executive Committee Meeting)

Subject: - City Centre, Sector 62, SAS Nagar

1. For achieving high standard of development, add value to the marketing plan and to optimize sale returns from real estate property, the Development and the marketing plan for the City Centre, Sector-62 SAS Nagar was entrusted to Real Estate consultants M/s CB Richard Ellis. The proposal had been divided into three stages:

STAGE-I- PREPARATION OF DEVELOPMENT & MARKETING PLAN,

STAGE-II- PROGRAM DEVELOPMENT & IMPLEMENTATION

STAGE-III- PROGRAM OPERATIONS MANAGEMENT

At that stage it was decided that for the time being CBRE may only undertake the study in respect of stage-I of the proposal. The decision is enclosed at **Annexure-I**. The mandate letter for "Preparation of Integrated Development & Marketing Plan for proposed City Centre, Sector 62 & other large commercial sites in SAS Nagar(Mohali), Punjab" was issued to M/s CB Richard Ellis vide letter no GM(P)-98/1090 dated 21.9.98. This commission letter is enclosed at **Annexure-II**.

2. Meanwhile PUDA had also invited EOI from nine leading Architects and Architect-cum-Urban Design firms recommended by M/s CB Richard Ellis for the preparation of master plan and urban design of City Centre. M/s Vastu-Shilpa Consultants, Ahmedabad were engaged as consultants for evolving Concept Design, Detailed Urban Design including architectural controls of the Complete Sector (divided into 3 Phases for the purpose of planning by the Consultants) & for preparation of EPC based Tender Documents for the infrastructure development. The consultants have completed the first consultancy and the last stages of second & third consultancies are pending further directions.
3. In meeting held on 14.07.2005 under the chairmanship of The Secretary, Housing & Urban Development, it was felt that since this issue has many eventual & long term financial, operational & management implications, it was necessary to evaluate all pros. and cons. Different models of disposal of City Centre were explored as listed hereunder:
 - i) To develop and market the site in phases directly to the end-users/ developers for each site/ plot.
 - ii) To market the site on turn key basis to a single developer on PQ Criteria.

After evaluation, it was decided that PUDA would do the development & marketing on its own and the Cost Estimate of construction Phase-I Identified by consultants for obtaining Administrative Approval and feasible Marketing Plan be processed & put up. The minutes of the meeting are enclosed at **Annexure-III**.

4. The City Centre was again evaluated in a meeting with M/s Vastu-Shilpa Consultants on 22-5-06, it was decided that M/s. Vastu Shilpa

Consultants may work in coordination with M/s. CB Richard Ellis to see if any updating of Master Plan is required in light of the changed Real Estate scenario. Discussions were held as to whether PUDA is to undertake development in EPC or normal tendering route or the PPP mode & the development is to be made in phases or one go. The mode of Marketing was also discussed. The minutes of the meeting are enclosed at **Annexure-IV**.

5. However, in the meeting of "Programme Implementation Committee" under the Chairpersonship of Hon'ble Deputy Chief Minister, Punjab on 26.5.06, on Projects of Department of Housing & Urban Development, the Committee was of the view that City Centre Sector 62 of Mohali be developed in PPP Mode, for which the decision could be taken in the next meeting of the Committee to be held under the Chairmanship of Hon'ble C.M., Punjab. Secretary Housing and Urban Development was asked to prepare an Agenda note for consideration and decision in the next meeting of the Committee to be held under the Chairmanship of the Hon'ble CM Punjab. The minutes of the meeting are enclosed at **Annexure-V**.
6. Decisive meeting with respect to City Center took place under the chairmanship of Hon'ble CM Punjab on 11.7.06 at 3PM in Punjab Bhawan. The minutes may be perused at **Annexure-VI**, also produced hereunder:
"It was decided to develop & market the City Center in PPP Mode on the pattern of Baran Integrated Township. In order to expedite implementation of the project, Consultants, who had been engaged by PUDA for preparing development -cum -Marketing plan for this sector, should be engaged at negotiated rates for handling the entire process of selecting a suitable partner."
7. The decision of Chief Secretary Punjab, in meetings held at Punjab Civil Secretariat, Chandigarh on 14.07.2006 & 4.08.2006 also reflected & endorsed the same decision. The minutes can be perused at **Annexure-VII & Annexure-VIII**.
8. In pursuance of the above decision the consultants were requested to participate in a meeting under Secretary, Housing to brief M/s CB Richard Ellis regarding the mandate & requesting them to submit a proposal in this regard. SHUD, requested the consultants from M/s CBRE to make a proposal for the scope of work, time schedule & fee structure etc. for "Undertaking the marketing of City Centre, Sector 62, SAS Nagar, at global level under PPP mode". Minutes of the meeting held under the Chairmanship of Secretary, Housing & Urban Development, Punjab on 21.08.2006 at Punjab Civil Secretariat Sector-9, Chandigarh can be perused at **Annexure-IX**.
9. In compliance with discussion in meeting dated 21.08.06 a draft proposal was e-mailed by M/s CBRE. The proposal detailing out the scope of work, fee structure & time lines can be perused at **Annexure-X**. In Terms of Appointment, as per the scope of work highlighted in their document, the total fee applicable for undertaking the assignment reproduced hereunder was evaluated to be on higher side by the Government:

Project Task	Fee Payable	Time of Payment
Commissioning of the assignment	Rs. 10,00,000*	Week 1
On request for technical bids	Rs. 15,00,000*	Week 8
Implementation of investment strategy and successful conclusion of transaction	1.75% of the land value*	The fee would be payable on signing of the relevant definitive agreements

As per Government of India Regulations, applicable service tax (currently @ 12.24% shall be levied on the total fee payable, in addition to the above stated fee

In case the transaction materializes from PUDA, the fees paid on earlier milestones would be offset to the extent of Rs. 25,00,000 only (Rupees Twenty Five Lakhs only) from the success based fee payable

Notes:

- 1 The conditions set forth in this document stand valid upto October 1st, 2006
 - 2 CB Richard Ellis would be mandated as exclusive consultants for the above stated project
 - 3 All travel related out-of-pocket expenses related to the assignment are included in the above mentioned fee. However travel expenses incurred on account of any foreign travel (if requested by the client) would be reimbursable by PUDA
 - 4 The fee stated does not include any fees payable for legal counsel (we would be willing to work in concert with PUDA's legal counsel for all legal matters).
10. In compliance with the decision of CM & CS Punjab and with a view to negotiate their fee downwards, Secretary Housing interacted with Sh. Rami Kaushal of M/s CBRE on 1.9.06 in their office at New Delhi. In line with the discussion in this meeting a revised proposal with lower rates & revised time line (Service tax term & terms in the notes remaining the same) was submitted by M/s CBRE to Secretary Housing, which is enclosed at **Annexure-XI**. In Terms of Appointment, as per the scope of work highlighted in their document, the total fee applicable for undertaking the assignment was reduced by M/s CB Richard Ellise, which is also reproduced hereunder :

Project Task	Fee Payable	Time of Payment
Commissioning of the assignment	Rs. 10,00,000*	Week 1
On request for technical bids	Rs. 15,00,000*	Week 8
Implementation of investment strategy and successful conclusion of transaction	1.25% of the land value*	The fee would be payable on signing of the relevant definitive agreements

In case the transaction materializes from PUDA, the fees paid on earlier milestones would be offset to the extent of 50% of the fee payable i.e., Rs. 12,50,000 only (Rupees Twelve Lakh Fifty Thousand only) from the success based fee payable. The balance would be treated as a drop dead fee towards work done for PUDA.

✓ The matter is placed before the Executive Committee for further negotiation with CB Richard Ellis who have been asked to ensure the presence of their authorized representative in the meeting competent to negotiate and accept the final offer of fees and other terms and conditions of the contract.

ਪੰਜਾਬ ਸ਼ਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਟੀ

Subject: Consultancy services for the preparation of integrated development and marketing plan for the proposed city centre in Sector 62, SAS Nagar (Mohali).

After having successfully allotted the sites to the hospital and hotel projects in sector 62 it is now felt that we should proceed to prepare an integrated development plan for the marketing of the balance area in this sector. For achieving high standard of development and to optimize the returns from the sale of this property it is felt that the development and marketing plan for this sector be posed to a consultant on PUDA's panel, as professional services and advice is likely to add value to the marketing plan. The selection committee in its report had recommended M/s CBRE for providing consultancy services connected with the development of sector 62. In fact this matter was discussed by C.A. with Shri Dinesh Chandiook and his team members when they visited Chandigarh some time back. Following the discussions M/s CBRE were asked to submit their proposal for undertaking a comprehensive study for this sector. The proposal has since been submitted by CBRE and the copy of the same is placed below for reference. The proposal has been divided into three stages :

Stage-I	Development & Marketing Plan
Stage-II	Program Development & Implementation
Stage-III	Program Operations Management

The proposal was discussed by Shri Dinesh Chandiook with C.A. on 4th September, 1998 it was decided that for the time being CBRE may only undertake the study in respect of stage-I of the proposal. This will also however include the pre-feasibility study. For stage-I CBRE has quoted a professional fee of Rs.43.20 lacs. All out of pocket expenses including travelling, boarding, lodging etc. would be extra and payable as per actuals. The time schedule for the study and submission of the report would be twelve weeks. The issue regarding the fee was subsequently discussed with the CBRE and they agreed to undertake this assignment on a lump sum fee of Rs.43.20 Lacs only. The schedule for the payment of this fee structure would be as under :

On commissioning	25%
On completion of market demand and supply analysis	25%
On presentation of development concept.	25%
On submission of final report on development And Marketing plan.	25%

From prepage. - 12

ਪੰਜਾਬ ਸ਼ਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਿਟੀ

In view of the ^{proposed} above, if approved we may commission M/s CBRE to undertake the pre-feasibility study and thereafter give a development and marketing plan for sector 62, SAS Nagar at a fee of Rs.43.2 lacs only. In addition PUDA would pay CBRE Rs.1.0 lac (Rs. One Lac only) for every additional commercial site in Mohali which may be included in the scope of work.

In case the proposal is approved the draft letter outlining the scope of work and payment of professional fee for issue to CBRE is placed below for perusal and approval please.

Submitted please.

J.S. Sekhon
(J.S. Sekhon) 16/9/98
G.M. (Projects)

~~C.A.~~

Approved.

may be shown to VC after his return

leave

GM/67

18/9

Issue letter placed below. Keep r⁺
photo copy on file as office copy.

Helio 87

Al. Kaler.
18/2/98

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[Signature]

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PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY
 Sco No.63-64, Sector 17-C, CHANDIGARH

No-GM(P)-98/1090

Dated - 21-7-98

September 11, 1998

Managing Director
 M/S CB Richard Ellis
 First Floor
 E 1, Connaught Place
 New Delhi 110 001

Reference : Preparation of integrated development and marketing plan for proposed city centre at Sector 62 and other large commercial sites in SAS Nagar (Mohali), Punjab

Dear Sir,

With reference to your proposal for providing consultancy services for the development of the Mohali City Centre at sector 62, we are pleased to commission CBRE for providing Stage I of the services mentioned therein, i.e., the preparation of a Development and Marketing Plan based on the physical planning constraints of the said site, market research and financial budgeting. The development and marketing plan would include the development concept, market evaluation proforma analysis and planning and would be preceded by a pre-feasibility study of the sector.

CB Richard Ellis would provide quality international commercial development services to the Punjab Urban Planning & Development Authority to enable

- Development of a world class city centre at Sector 62, Mohali
- And the associated development of the commercial sites in others sectors of Mohali as well.

The detailed scope of work would be as follows

Undertaking Market Analysis / Preparation of Development Program

- ✓ Assessment of Real Estate Demand and Supply studies of the Chandigarh region ✓
- ✓ Trade area definition / analysis ✓
- ✓ Detailed location analysis ✓
- ✓ Establishing development program strategy along with development options. ✓
- Project feasibility and economic return study ✓
- Development plan preparation ✓
- Project Development Brief ✓

-7- 50

ing with the development program, which would be generated based on the market analysis, CB Richard Ellis would also prepare a development plan, which would include the following

- Project organization structure
- Market positioning strategy for the development
- Competitive analysis
- SWOT analysis
- Development Strategy for short term and long term
- Leasing and Sales strategy-mod of allotment licencing, outright sale lease agreement.
- Communications / Marketing strategy
- Operations Strategy and organization
- Proforma testing

2. Development of Alternative Product Mix.

Based on the findings of the demand assessment study, development of alternative product mix including special use assessment (entertainment, leisure, theme use). The proposed development mix should be within the broad objectives of PUDA.

3. Financial Analysis

- Financial goals and objective analysis.
Rental and sales projections and actual sales price achievable.

4. Recommendations

Keeping in view the findings of 1,2, & 3 make recommendations which would provide for optimum utilisation of land and maximum value. The report should identify the reasons for recommending the preferred option and its advantages.

PUDA would pay CB Richard Ellis Rs. 43.20 lacs for undertaking the preparation of the development and marketing plan for the Mohali City Centre. In addition PUDA would pay CB Richard Ellis Rs 1.0 lac for every additional commercial site in Mohali which may be included in the scope of work. All out of Pocket expenses would be borne by CB Richard Ellis itself. The above fees would be payable as per the following schedule:

On commissioning	25%
On completion of market demand and supply analysis	25%
On presentation of development concept	25%
On submission of final report on development and Marketing plan	25%

The entire process as detailed above would be completed within 12 weeks of the date of receipt of the commissioning letter.


-8- 51

CB Richard Ellis would offset 50 per cent of the above fees paid for preparing the development and marketing plan, against the fees payable to them for successful marketing of the development during the marketing module of the assignment.

PUDA will be send CBRE a detailed list of the additional commercial sites in Mohali that are requested to include in the study.

Please send your acceptance to this letter within ten days of receipt of this letter.

Yours sincerely,


Chief Administrator

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY
PUDA Bhawan, Sector - 62, SAS Nagar(Mohali)

No. PUDA/ACA(Pr.)/2005/ 11074

Dated: 25/7/05

To

1. Additional Chief Administrator (Mohali),
Punjab Urban Planning & Development Authority,
SAS Nagar (Mohali).
2. Additional Chief Administrator (Projects),
Punjab Urban Planning & Development Authority,
SAS Nagar (Mohali).
3. Chief Engineer
Punjab Urban Planning & Development Authority,
SAS Nagar (Mohali).
4. Senior Town Planner,
Punjab Urban Planning & Development Authority,
SAS Nagar (Mohali).

Subject :- Development of City Centre, Sector-62, SAS Nagar (Mohali).

Please find enclosed a copy of the minutes of the meeting taken by Secretary to Govt. of Punjab, Department of Housing and Urban Development, Punjab on **14.07.2005** at **10.30 AM** in his office room at PUDA Bhawan, SAS Nagar on the subject cited above for further necessary action.

Pls
25/7/05
Assistant General Manager (Projects)

Endst. PUDA-ACA (Projects)/2005/ Dated :

A copy of the above is forwarded to Secretary, Department of Housing and Urban Development, Punjab for information.

Pls
29/7/05
Am
Assistant General Manager (Projects)

Endst. PUDA-ACA (Projects)/2005/ Dated :

A copy of the above is forwarded to Chief Administrator, Punjab Urban Planning & Development Authority for information.

Assistant General Manager (Projects)

*Ref. Para 03 of
his minutes
He initiate his
action plan
for his marketing
of Sector 62
and put up
my first week
of Aug 05*

Pls
A 25/7

Pls
29/7/05
Am

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY
PUDA Bhawan, Sector – 62, SAS Nagar(Mohali)

Minutes Of the Meeting taken by Secretary to Govt. of Punjab, Department of Housing and Urban Development , Punjab on 14.07.2005 at 10.30 AM in his office room at PUDA Bhawan, SAS Nagar regarding "Development of City Centre, Sector-62, SAS Nagar (Mohali)".

1. Shri A.S Chhatwal ,IAS
Chief Administrator,
PUDA,
SAS Nagar (Mohali).
 2. Shri Yashvir Mahajan, PCS
Additional Chief Administrator (Mohali),
PUDA,
SAS Nagar (Mohali).
 3. Shri Balraj Kumar,
Chief Engineer
PUDA,
SAS Nagar (Mohali).
 4. Shri K. K. Kaul,
Senior Town Planner,
PUDA,
SAS Nagar (Mohali).
 5. Ar. Namrita Kalsi,
Assistant General Manager (Projects) cum Architect,
PUDA,
SAS Nagar (Mohali).
01. Secretary Housing and Urban Development cum Vice Chairman PUDA apprised all the officers present, that the Development of City Centre, Mohali has been taken out from the purview of the Cabinet Sub Committee on Fiscal Management. The consequential issues/concerns arising out of this decision were highlighted and discussed in detail.
02. Following the discussion, the general consensus was that the development and marketing of Sector-62, City Centre must be undertaken in Phases and not in one go for a positive balance between construction (Investment scenario) Vs marketing (Revenue scenario). This mode of execution & marketing would also reduce the initial investment to be made by PUDA and also ultimately save Operation and

03. It was also decided that the City Centre Project should be expedited therefore varied activities should be undertaken in a parallel/ simultaneous mode .To bring the project on the fast track following decisions and doable action plan was chalked out: -

- a. **Execution Mode:** It was decided to process and put up the Cost Estimate of construction Phase-I identified by consultants for obtaining Administrative Approval.

Action: - At the level of Chief Engineer, PUDA

- i. Constitution of a core team with the Chief Engineer PUDA as the nodal officer for weekly review of the project.
- ii. Submission of Cost Estimates of the construction Phase-I, for obtaining administrative approval, in time bound manner for an early formulation of DNIT & commencement of actual work at site, which will have a positive effect on Marketing plans.

- b. **Marketing Mode:** To process and put up a feasible Marketing Plan.

Action: - At the level of ACA (Projects), PUDA

- i. To co-ordinate and bring to finalisation the master plan & various components comprising The City Centre as proposed by M/s Vastu Shilpa Consultants
- ii. To identify a balanced mix of Sites/Properties falling under Construction Phase-I and prepare a marketing plan for their time bound disposal with a view to generate Revenue.

- c. **Grass Root Matters:** The subject of Bus Stand located in Sector 62, SAS Nagar.

Action:- At the level of ACA(Mohali) and STP, PUDA.

- i. To put forward a viable proposition to resolve the issue of Bus Stand in Sector 62 SAS Nagar.

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY
PUDA BHAWAN, SECTOR 62, MOHALI.

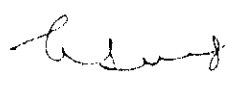
To

1. The Additional Chief Administrator,
PUDA, SAS Nagar.
2. The Additional Chief Administrator (F&A),
PUDA, SAS Nagar
3. The Chief Town Planner,
Department of Town & Country Planning, Punjab,
Chandigarh.
4. Chief Architect, Punjab,
Chandigarh.
5. Advisor Technical
PUDA, Mohali
6. Director (Estates)
PUDA, Mohali
7. Superintending Engineer(Projects),
PUDA, SAS Nagar.
8. Senior Town Planner,
PUDA, SAS Nagar.
9. Senior Architect,
PUDA, Mohali.
10. Asstt. General Manager (Pr.)
PUDA, Mohali
11. Architect (Planning)
PUDA, SAS Nagar

Memo No. PUDA-ACA(Pr)/2006/ 18843-53
 Dated: 8/6/06

Subject: Minutes of the meeting under the Chairmanship of Secretary Housing and Urban Development, Punjab on 22.5.06 at 12.00 Noon in Committee Room, PUDA Bhawan, SAS Nagar regarding "Development of City Centre, Sector 62, SAS Nagar(Mohali)"

Please find enclosed herewith a copy of minutes of the meeting held under the Chairmanship of Secretary, Housing & Urban Development Deptt., Punjab on 22.05.06, at 12.00 PM in the Committee Room, PUDA Bhawan, Sector 62, SAS Nagar for information and further necessary action.


 Additional Chief Administrator(Projects)
 PUDA, Mohali

Endst. No. PUDA-ACA(Pr)/2006/ 18854-56

Dated: 8/6/06

A copy of the above is sent to the following:

- 1 Secretary/Principal, Secretary Department of Industries, Punjab, Chandigarh for the kind information of worthy Secretary, Industries, Punjab
- 2 Secretary /SHUD for the kind information of worthy Secretary to Government of Punjab, Department of Housing & Urban Development, Chandigarh.
- 3 Secretary/CA PUDA for the kind information of worthy Chief Administrator Punjab Urban Planning & Development Authority Mohali.

S. L.
Additional Chief Administrator(Projects)
PUDA, Mohali

-14- 301

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY
PUDA Bhawan, Sector - 62, SAS Nagar(Mohali)

Minutes of the Meeting under the chairmanship of Secretary Housing & Urban Development, Punjab on 22-5-06 at 12.00 Noon in Committee Room, PUDA Bhawan, SAS Nagar regarding "Development of City Centre, Sector-62, SAS Nagar (Mohali)".

1. Sh. Som Parkash, IAS
Chief Administrator,
PUDA, SAS Nagar (Mohali).
2. Smt. Ritu Dhillon,
Additional Chief Administrator (F&A),
PUDA, SAS Nagar (Mohali).
3. Sh. M.S. Narang, PCS
Additional Chief Administrator (Mohali),
PUDA, SAS Nagar (Mohali).
4. Sh. Dharam Singh,
Chief Town Planner,
Department of Town & Country Planning,
Punjab, Chandigarh.
5. Sh. Hardev Singh,
Additional Chief Administrator (Projects),
PUDA, SAS Nagar (Mohali).
6. Sh. D.P. Bajaj,
Advisor Technical,
PUDA, SAS Nagar (Mohali).
7. Sh. Balraj Kumar,
Superintending Engineer (Projects)
PUDA, SAS Nagar (Mohali).
8. Sh. K. K. Kaul,
Senior Town Planner,
PUDA, SAS Nagar (Mohali).
9. Sh. S.S. Grewal,
Director (Estates),
PUDA, SAS Nagar (Mohali).
10. Sh. J.J. Kumar,
Superintending Engineer (P&D)
PUDA, SAS Nagar (Mohali).
11. Ms. Sumit Kaur,
Senior Architect,
Representative of Chief Architect,
Department of Architect & Planning,
Punjab.
12. Sh. Satinder Singh,
Senior Architect,
PUDA, SAS Nagar (Mohali).
13. Sh. Pawan Sharma,
Architect (Planning),
PUDA, SAS Nagar (Mohali).

- 18-
301
14. Ar. Namrita Kalsi,
Assistant General Manager (Projects) cum Architect,
PUDA, SAS Nagar (Mohali).

Initially, the consultant from M/s. Vastu Shilpa Consultants Ahmedabad, Mr. Rajiv Kathpalla & Ms. Sejal Patel, made a presentation on varied aspects of the City Centre, Sector 62, SAS Nagar, broadly covering the entire history of the Project as under:-

- 1) With a view to achieve high standard of development and to optimize the returns from the sale of real estate property, the planning and marketing plan for the City Centre, Sector-62 was decided to be posed to a consultant, as professional services and advice would add value to the marketing plan. Accordingly, M/s CB Richard Ellis, renowned real estate consultants were engaged by PUDA for undertaking a Market Study on City Centre at Sector-62, S.A.S Nagar (Mohali) as under:
 - i) The real estate demand and supply in the Chandigarh & Mohali Region.
 - ii) The Real Estate and Demand Study for the City Centre alongwith the recommended product mix.
 - iii) Recommendation of different development mix along with their financial analysis.
2. The report running into five volumes covering the above aspects submitted by CBRE was approved by PUDA. In line with the area programme enumerated in the report, PUDA had invited expression of interest from nine leading and reputed architects and architect-cum-urban design firms recommended by the consultants for the preparation of master plan and urban design of City Centre, Sector-62, S.A.S Nagar (Mohali) including architectural controls for this Sector. These urban planners included big names like Mr. Hafeez Contractor, Mumbai., Dr. B.V Doshi (Vastu-Shilpa Consultants) and Mr. Charles Correa etc.
3. On the recommendation of the jury, M/s Vastu-Shilpa Consultants, Ahmedabad were engaged as consultant for evolving Concept Design for the proposed City Centre, Sector 62, Mohali and thereafter an agreement in this regard was entered into by PUDA with the Consultants based on the norms laid down by Council of Architecture and the Institute of Town Planners (India). M/s Vastu-Shilpa Consultants (VSC) had completed the various stages of the Concept Design of the City Centre.
4. Following the approval of the Preliminary Sketch Design, it emerged that the Concept Design by itself would not be sufficient, Thus, an agreement for the Detailed Urban Design of the Complete Sector (divided into 3 Phases for the purpose of planning by the Consultants) had been accordingly entered into with the Consultants based on the norms of Council of Architects, New Delhi . However, initially the scope of the present agreement has been limited to the Detailed Urban Design of Phase-I.
5. Infrastructure Development – PUDA's First EPC based project: With a view to develop State-of-the-Art Infrastructure of City Centre, Sector 62 in line with the global standards of workmanship and within the specified time and cost schedules in a professional manner, it was decided that the work may be assigned on turn-key basis to one of the large Civil Contractor/Company who has the expertise in executing projects of Integrated multi-disciplinary nature through an open bidding process. Accordingly, PUDA for the first time adopting the Engineering Procurement & Construction (EPC) concept on the recommendation of Dr. B.V. Doshi, pre-qualified large and reputed Civil Contractors/ firms for the development of City Centre. Since the exercise of preparation of the PQ

Documents and the Engineering Procurement & Construction (EPC) Document was of a very specialised nature as it involved the Design Criteria also in the scope of work of the contractor, PUDA engaged M/s Vastu-Shilpa Consultants, Ahmedabad for the preparation of EPC based Tender Documents for the infrastructure development of City Centre, Sector-62.

6. After understanding the back ground of the City Centre, each aspect of the project was discussed deeply and following broad decisions were taken:-

- i) PUDA may contemplate to get the financial scheme updated from M/s CB Richard Ellis especially since the scenario as far as real estate is concerned has undergone sea change. The scheme for pricing could thus be transparent in a logical/ manner.
- ii) M/s. Vastu Shilpa Consultants may work in coordination with M/s. CB Richard Ellis to see if any updation is required as far as Master Plan of Sector 62, SAS Nagar is concerned, especially in light of the changed Real Estate scenario where demand may be for larger site size and for shopping malls etc. and also when the product & its mix were recommendations of M/s CB Richard Allis at the onset of the Project.
- iii) The decision regarding the two major aspects pertaining to implementation, development & construction of Engineering services enumerated hereunder, may have to be dealt on file and suitable decision would be taken subsequent to understanding the background and facts from the file.
 - a) If the mode is to be EPC or normal tendering route or the Public private participation mode.
 - b) If the development is to be made in phases or one go.
- iv) The marketing aspect of the City Centre was also discussed and it was felt that PUDA may take the marketing of 1 site i.e. Multiplex site initially with a view to test the ground & gather resources for financing the development/construction, for which following exercise may have to be initiated immediately:
 - a) Proceeding ahead with the next stage for the finalisation of Building Controls in consultation with VSC,
 - b) Finalisation of detailed sale deed conditions in consultation with VSC, for the controls to become an integral part of the sale deed documents to be signed with individual plot owners.
 - c) Exploring the alternative modes of disposal of sites viz. Open Auction/ inter-se Bidding between Pre- Qualifiers selected on PQ criteria / allotment/JV Mode etc. on the basis of plot typology viz. Retail(Commercial) & corporate, Hotel, government sites, Convention Centre & museum etc. respectively.
 - d) Finalisation of Reserve Price of the Sites on the basis of plot typology viz. Retail (Commercial) & corporate, Hotel, government sites etc.
 - e) Development of Marketing Strategy accordingly.
- v) Creation of Social Infrastructure: It was also felt that contemplating the expected expansion in SAS Nagar, PUDA can contemplate to take up the development of convention Centre.
- vi) Bus Stand: SHUD revealed that a meeting had taken place to resolve Bus Stand issue. STP, PUDA was directed to immediately put up the minutes of the said meeting.

- vii) Mass Rapid Transport System (MRTS) : Issue of MRTS was also brought up and the consultant were asked to keep the eventuality of any kind and its affects on Bus Plaza in Sector 62, SAS Nagar, in planning if MRTS/BRTS or any other system of Mass Transport likely to be introduced in Mohali.
- viii) Boundary of Gurudwara Amb Sahib: It was decided to settle this issue immediately for which ACA (M) may initiate the dialogue.

The meeting ended with a vote of thanks to the Chair.

Minutes of the meeting of Programme Implementation Committee held on 26/5/2006 at 11.30 AM in Committee Room, 6th Floor, Punjab Civil Secretariat Chandigarh under the Chairmanship of Hon'ble Deputy Chief Minister Punjab

Department of Housing & Urban Development

After discussion following decisions were taken:-

1. **Mohali Ring Road as Economic Corridor:** The project should immediately be taken as planned by PUDA in consultation with PIDB & its consultants M/s Dalal Mott Mac Donald & M/s Feedback Ventures on BOT/any other model. PIDB shall provide viability gap funding/bridge funding. However, timeline should be drawn.
2. **Ludhiana Ring Road as Economic Corridor:** The project should immediately be taken as planned by PUDA in consultation with PIDB & its consultants M/s Dalal Mott Mac Donald & M/s Feedback Ventures on BOT/any other model. PIDB shall provide viability gap funding/bridge funding. However, timeline should be drawn. Also, as PUDA would require huge finances to fund the Land Acquisition part of the project, the Government would return to PUDA Rs.200.00 crores taken as loan from PUDA, for which PUDA should prepare and submit its case. PUDA was also asked to exploit commercially the properties handed over to it by the Government under OUVGL scheme to cover the gap of Rs.200.00 crores under the scheme.
3. **Greater Mohali Development Plan & Authority:** The Committee desired that the PUDA may appoint the consultants for preparing a Master Plan for the development of Mohali with the assistance of the PIDB and M/s Feedback Ventures Pvt. Ltd., standing consultants of PIDB. Timeline for the appointment of consultants and the completion of the work relating to the finalization of Master Plan for the development of Mohali may be drawn and sent to the Committee for its information. So far as Greater Mohali Development Authority is concerned, the Committee felt that this decision could be taken in the next meeting of the Programme Implementation Committee to be presided over by the Hon'ble C.M. Secretary Housing and Urban Development may prepare Agenda note for consideration in the next meeting of the Committee.
4. **Development of City Centre- Sector-62, SAS Nagar :** The Committee was of the view that City Centre Sector-62 of Mohali be developed in PPP Mode, for which the decision could also be taken in the next meeting of the Committee to be held under the Chairmanship of Hon'ble C.M. Secretary Housing and Urban Development was asked to prepare an Agenda note for consideration and decision in the next meeting of the Committee to be held under the Chairmanship of the Hon'ble C.M.

19
ANNEXURE - VI

Subject: Minutes of the meeting of Infrastructure Development Committee held on 11/7/2006

A meeting of the Infrastructure Development Committee was held at 3:00 PM on 11/7/2006 in Punjab Bhawan under the chairmanship of Hon'ble Chief Minister, Punjab. The list of members who attended the meeting is enclosed at annexure 'A'.

✓ **AGENDA ITEMS**

Item 1 - City Centre, Sector 62, SAS Nagar, Mohali – Details given in the agenda were discussed. It was decided to develop and market City Centre in PPP Mode on the pattern of Baran Integrated Township. In order to expedite implementation of the project, Consultants, who had been engaged by PUDA for preparing development-cum-marketing plan for this sector, should be engaged at negotiated rates for handling the entire process of selecting a suitable partner.

Item 2 – Greater Mohali Development Authority (GMDA) – The proposal to set up Greater Mohali Development Authority was approved. The Department of Housing & Urban Development may take approval of the Chief Minister as required under the Act for setting up this Authority. The jurisdiction of this Authority will extend the entire Mohali district and other areas covered under the Punjab New Capital (Periphery) Control Act 1952 which fall in other districts.

OTHER ITEMS

Chief Secretary Punjab briefed the Members about the important initiatives taken by Punjab government in regard to development of infrastructure. The following issues were specifically mentioned:

1. **Mega Housing Projects** – Chief Secretary stated that Department of Housing & Urban Development was pursuing all Mega Projects with the developers. In some of the cases there was laxity on the part of developers. Chief Secretary himself has reviewed all the projects and 4 projects would be granted clearance by 31/7/2006 and another 6 by 31/8/2006.

It was explained that one of the major bottleneck was the issue of environmental clearance by Ministry of Environment, Government of India. All projects over Rs. 50 crore require clearance from MOEF, GOI. Chief Minister mentioned that Government of Punjab has requested MOEF for increasing the limit of Rs. 50 crore to Rs. 250 crore. He requested Members of Parliament to pursue the case with the Ministry.

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY
 PUDA BHAWAN, SECTOR 62, MOHALI.

Memo No. PUDA/ACA(Pr.)/2006/ 20097-105

Dated 14/8/06

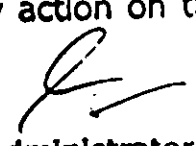
To

1. The Principal Secretary to Government of Punjab,
Department of Local Government,
Chandigarh.
2. The Principal Secretary to Government of Punjab,
Department of Finance,
Chandigarh.
3. The Principal Secretary to Government of Punjab,
Department of Industries & Commerce,
Chandigarh.
4. The Secretary to Government of Punjab,
Department of Power, Chandigarh.
5. The Principal Secretary to the Chief Minister, Punjab,
Chandigarh.
6. The Managing Director,
Punjab Information & Communication Technology Corporation,
Chandigarh.
7. The Managing Director,
Punjab Infrastructure and Development Board,
Chandigarh.
8. The Director, Local Government,
Department of Industries & Commerce,
Chandigarh.
9. The Chief Town Planner,
Department of Town & Country Planning, Punjab,
Chandigarh.

Subject: Minutes of the meeting of Mohali Development Plan held on 14.07.2006 under the Chairmanship of Chief Secretary, Punjab at 11.30 A.M. at 6th floor, Punjab Civil Secretariat, Chandigarh.

Please find enclosed herewith minutes of the meeting of *Mohali Development Plan* held on 14.07.2006 under the Chairmanship of Chief Secretary, Punjab at 11.30 A.M. at 6th floor, Punjab Civil Secretariat, Chandigarh.

You are requested to kindly to take necessary action on the issues pertaining to your Department.


 Additional Chief Administrator (Projects)
 For Chief Administrator 29/8

Endst. No. PUDA-ACA(Pr)/2006/ 20106 Dated: 14/8/06

A copy of the above is sent to the Secretary/CS for the kind information of the Chief Secretary, Punjab, Chandigarh.


 Additional Chief Administrator (Projects)
 For Chief Administrator 29/8

Endst. No. PUDA-ACA(Pr)/2006/

20107

Dated:

15/8/06

A copy of the above is sent to the Secretary /SHUD for the kind information of the Secretary to Government of Punjab, Department of Housing & Urban Development, Chandigarh.

Additional Chief Administrator(Projects)
For Chief Administrator

2/8

Endst. No. PUDA-ACA(Pr)/2006/

20158

Dated:

15/8/06

A copy of the above is sent to the Secretary/CA PUDA for the kind information of the Chief Administrator, Punjab Urban Planning Development Authority, Mohall.

Additional Chief Administrator(Projects)
For Chief Administrator

2/8

Endst. No. PUDA-ACA(Pr)/2006/

20109

Dated:

15/8/06

A copy of the above is sent to the Secretary, Civil Aviation for the kind information of the Secretary to Government of Punjab, Department of Civil Aviation, Chandigarh.

Additional Chief Administrator(Projects)
For Chief Administrator

2/8

Endst. No. PUDA-ACA(Pr)/2006/

20110-20

Dated:

15/8/06

A copy of the above is forwarded to the following for information and necessary action:-

1. The Secretary, Higher Education, Punjab, Chandigarh;
2. The Secretary, School Education, Punjab, Chandigarh;
3. The Deputy Commissioner, Mohall;
4. The Additional Chief Administrator (HQ/Policy), PUDA, Mohall;
5. The Additional Chief Administrator (F&A), PUDA, Mohall;
6. The Advisor Technical, PUDA, Mohall;
7. The Chief Town Planner, PUDA, Mohall;
8. The Chief Town Planner, Department of Local Govt., Punjab, Chandigarh;
9. The DPI, (Schools), Punjab Chandigarh;
10. The Director Health Services, Punjab, Chandigarh;
11. The General Manager, M/S Feedback Ventures Pvt. Ltd. SCO 13-15, Sector 34-A, Chandigarh.

Additional Chief Administrator(Projects)
For Chief Administrator

2/8

- 22 -

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY
PUDA BHAWAN, SECTOR 62, MOHALI.

Subject: Minutes of the meeting of *Mohali Development Plan* held on 14.07.2006 under the Chairmanship of Chief Secretary, Punjab at 11.30 A.M. at 6th floor, Punjab Civil Secretariat, Chandigarh.

Following were present:

1. Sh. S.C. Aggarwal,
The Principal Secretary to Government of Punjab,
Department of Industries & Commerce,
Chandigarh.
2. Sh. Suresh Kumar,
The Principal Secretary to Chief Minister Punjab,
Chandigarh.
3. Sh. Roshan Sonkaria,
The Director,
Department of Industries & Commerce,
Chandigarh.
4. Sh. Dharam Singh,
The Chief Town Planner,
Department of Town & Country Planning, Punjab,
Chandigarh.
5. Mr. Aujla, Chief Town Planner,
Representative of the Principal Secretary to Government of Punjab,
Department of Local Government,
Chandigarh.
6. Sh. Mann, Representative of Managing Director,
Punjab Infrastructure & Development Board,
Chandigarh.
7. Ar. Namrita Kalsi,
Asst. General Manager cum Architect,
PUDA Mohali.
8. Sh. Anil Gandhi,
General Manager,
M/s Feedback Ventures.
9. ADS Virk,
Manager,
M/s Feedback Ventures.
10. S. Kirpal Singh,
R.A.,
M/s Feedback Ventures.

The decisions taken in the meeting held under the Chairmanship of PSIC on 18.5.2006 and projects approved therein, were considered & fully endorsed by the committee (the minutes of the same meeting are enclosed as annexure-1, for ready reference). Development & concerns of this region, along with all the projects were discussed threadbare & following decisions were taken:

1. **Priority of The approved projects** : Projects detailed below would be undertaken immediately for the remaining /any new project would be undertaken in the next the financial year:

- a. **Kajauli Water works:** Providing Canal Water Supply from Kajauli to Mohali under Phase-V should be accorded first priority. The technical look should in no way stop or delay the laying of pipeline etc so that the land acquisition & pipe work completion may mature simultaneously avoiding any kind of delay. The land acquisition process, should be undertaken under the emergency clause of Land Acquisition Act. The project should be accorded top priority for land acquisition, execution & construction.

Action PSHUD, CA PUDA,
ACA(F&A) PUDA, Mohali & Advisor Technical PUDA.

- b. **Sewage Treatment Plant:** Sewerage Treatment Plant in Mohali (10 MGD capacity) should be accorded first priority for execution & construction.

Action PSHUD, CA PUDA,
ACA(F&A) PUDA, Mohali & Advisor Technical PUDA.

- c. **Road Linkages:** The Regional level Roads; Major Road Linkages & widening & strengthening of through roads, should be accorded first priority as per detail below:

- i. Up gradation of existing 200'-0" Road- from Sector 48 to junction of 66/81 & from junction of 66/81 upto Patiala Ki Rao to NH21.
- ii. Upgradation of exiting Sector road from junction 66, Sector 65 upto NH-21 near village Balongl.
- iii. Providing Cycle Tracks around Sector 54, 59, 60 and 61.
- iv. Two approach roads- Up gradation of existing Road from Chandigarh Boundary- junction of 53/54 to junction of 71/72 & junction of 54/55 to junction of 72-73. Execution of roads connecting junction of 74/75 & 75/76 upto Kharar- Banur Road near Landran.

Action : CA PUDA, ACA(F&A) PUDA, Mohali, PSIEC
& Advisor Technical PUDA.

- v. Roads & Infrastructure to be taken up on PPP/BOT/BOOT/Development Right mode etc. basis:

1. Chatt Road- Connecting 6B/82 to NH22 or Patiala Zirakpur Road.,
2. Ring Road connecting Chandigarh from Sector 39 to NH-21 beyond Kharar,

- 24 -

3. 200'-0" Road- Connecting NH-21 to 73/74 with bridge over Patiala KI Rao chōe.

Action : MD PIDB, CA PUDA & ACA(Pr.) PUDA.

vi. Four lanning of NH21 Road from Desumajra junction to Kharrar was also given in principal approval which may further be taken up by PIDB.

Action : PSHUD, CA PUDA, ACA(F&A) PUDA, Mohali ACA (Pr) PUDA, Mohali & Advisor Technical PUDA Mohali.

vii. Development In & around Industrial area Phase-VIII-B should be accorded first priority.

viii. It was further decided to include the essential works approved by PSIC on the recommendations of Punjab Information & Communication Technology Corporation amounting to Rs. 14.Crores and to be executed by PSIEC.

Action PSHUD, PSIC & PICTC

2. Mode of Funding:

i. **Budgetary allocation by Finance Department :** The committee decided that the Finance Department must make budgetary allocation of Rs. Rs. 500.00 crores for these projects approved under Mohali Development Plan and immediately release funds for these projects. Secretary, Department of Housing & Urban Development should formally take up the matter with the Finance Department Punjab. The department must take up Projects as per the priority fixed by the committee.

ii The Rs. 500 crore funding agreed to be allocated by the Government for the development of Mohali shall be utilized primarily for the development of the current projects or any other new projects falling in the already developed area of Mohali.

iii. The funding for the development works/acquisition in the new sectors/pockets of Mohali shall be generated from the EDC, CLU & License fee etc., chargeable from this area & then utilized primarily for the provision of basic infrastructure in the area of new sectors/pockets.

Action : PS Finance, PSHUD, CA PUDA, ACA (Projects) PUDA Mohali & ACA (F&A) PUDA Mohali

iii **External Development Charges, License fee & Land Use Charges** etc.-It was felt that the cost of land, land development, construction,

- 25 -

maintenance & infrastructure have gone up many times since the EDC, CLU, Fee and other charges were last fixed by the Government. Moreover, the courts have also observed that these charges should be based on the project specific actual development cost of the infrastructure to be provided by the Government. It was therefore decided to enhance the EDC, CLU, License Fee and other charges etc. primarily based upon the actual costs of development & O&M as well.

Action: PSHUD, CA PUDA,

- ACA(F&A) PUDA, Mohali & CTP PUDA, Mohali
3. **Greater Mohali Development Authority:** It has already been decided to form the **Greater Mohali Development Authority** and the further modalities would be worked out as early as possible.

Action: PSHUD, CA PUDA, ACA(HQ & Policy) PUDA,
ACA (Pr) PUDA, Mohali.

4. **Positioning of Renowned Consultant:** The consultants M/s Feedback Ventures shall prepare & release the EOI in media within a week for the positioning of a Renowned Consultant for preparing Mohali Development Plan. EOI to be released shall be based on pre qualification criteria as per defined scope of work, ethical standards for the selection of the consultant, Council of Architecture Norms & established best practices in Town Planning subject to the following conditions:

- a. The process should be one step RFP.
- b. Feedback would ensure that the consultant shall be placed by September.
- c. The time line in the TOR for the positioned Consultant to submit reports:
- d. The preliminary precursor would be submitted by October, 2006,
- e. Plan and recommend the Trunk Infrastructure out lines & links by October, 2006,
- f. First cut report by December, 2006,
- g. Final report shall be submitted within 6 months.

Action: PSHUD, CA PUDA, CTP of T & CP

ACA (Projects) PUDA Mohali & M/s FeedBack Ventures

5. **Airport amenities Zone by extending the Master plan:** The Master plan of area falling to the east of "Bulk Material Market" and to the west of Zirakpur should be prepared after conducting initial survey. The master plan should provide feasible direct connectivity by extending vertical & horizontal grid e.g. extension of road from junction of Sector 48-65 so that alternate access to this area is provided & is not limited only from airport route. Proper road network should also be proposed to give easy access to this area and to delineate manageable urbanisable chunks of developed land.

Action : PSHUD, CA PUDA, CTP of T & CP, Aviation Department,
ACA (Projects) PUDA Mohali & LAC PUDA Mohali.

6. **City Centre, Sector 62 SAS Nagar :** It was decided to implement the project in the light of the decisions taken in the Project Implementation Committee meeting under the chairmanship of Hon'ble Chief Minister on 12.07.2006.

Action : CA PUDA, ACA(F& A) PUDA, Mohali & ACA(Pr.) PUDA, Mohali

7. **Improvement of sandwiched Villages:** It was decided to take following steps to improve the condition of former village abadis sandwiched within the master plan and the developed areas in Greater Mohali Region:

- i. Prescribe & notify bye-laws for these zones specifying usages under the New Periphery Policy.

Action : PS Local Govt., PSHUD, CA PUDA, DC SAS Nagar,
CTP PUDA, Mohali, ACA(Pr) PUDA, Mohali.

- ii. Improve & Provide general sanitation and water supply to the areas at a cost to the residents.

Action : PS Local Govt., DC SAS Nagar.

- iii. Provide connectivity with the Municipal sewerage system subject to the quality of discharge and the payment fixed by the agency.

Action : PS Local Govt., PSHUD, CA PUDA,
ACA(F& A) PUDA, Mohali & Advisor Technical PUDA.

- iv. Explore the concept of developing heritage village on the lines of Hauz-Khas village in Delhi.

Action : PS Local Govt., PSHUD, CA PUDA, DC SAS Nagar,
& ACA(Pr) PUDA, Mohali.

8. **Social Infrastructure:**

- g. **Hospital:** Up gradation of Local hospital from 200 bedded to 500 bedded Hospital with all specialties as per norms. For this purpose funds shall be provided by Punjab Infrastructure Development Board to the required tune of Rs. 10 crores.

Action : MD PIDB, DC Mohali & Dir. Health Services.

- h. **Government College:** The building of the Government College near Dara Studio shall be completed on priority. For this purpose funds shall be provided by Punjab Infrastructure Development Board to the required tune of Rs. 2 crores.

Action : MD PIDB, Secretary, Higher Education & DC SAS Nagar.

- i. **Post Graduate Courses:** Immediate steps should be taken to start Post graduate courses in the college, especially in the contemporary subjects, to enable the students to get quick jobs in the Knowledge/ Information Technology/ BPO sector.

Action : Secretary, Higher Education & DC SAS Nagar.

- j. **Kendriya Vidyalya:** Since SAS Nagar has now got the status of a district Department of Education, Government of Punjab shall request the MHRD, GOI, for opening a **Kendriya Vidyalya** as per norms. About 2 acres of land earmarked for Government school, which was given to the Education Department by PUDA and has remained unutilized, be made available for this purpose as per norms.

Action : CA PUDA, Secretary School Education, DPI(Schools), DC SAS Nagar, ACA(HQ & Policy) PUDA Mohali & CTP PUDA Mohali.

- k. **Jawahar Novodaya Vidyalya (JNU):** Since SAS Nagar has now got the status of a district Department of Education, Government of Punjab shall request the MHRD, GOI, for opening a **Novodaya Vidyalya** as per norms. Land earmarked for Government school, which was given to the Education Department by PUDA and has remained unutilized, be made available for this purpose as per norms. If such parcel is difficult then alternate route could be thought of.

Action : CA PUDA, Secretary School Education, DPI(Schools), DC SAS Nagar, ACA(HQ & Policy) PUDA Mohali & CTP PUDA Mohali.

The meeting ended with a vote of thanks to the chair.

- 28 -

Appointment of Consultants for Preparation of Master Plan of Greater Mohali

Information Request

1. Map of Mohali District
2. Total Area earmarked for Master Plan of Greater Mohali along with physical plan (both for Macro & Micro level planning) including peripheral areas
3. Master Plans/Maps of all towns in District Mohali
4. Outline Master plan of Mohali - 2001
5. Approved Outline Master Plan of Mohali - 2003
6. Amended Outline Master Plan of Mohali - 2005
7. Amended Outline Master Plan of Mohali - 2006
8. Aerial photography of Chandigarh Periphery of Punjab Region - March, 1998
9. Plan of Chandigarh Interstate Region - 2021
10. Regional Plan of Chandigarh Interstate Region - 1984
11. Chandigarh Periphery Control Area Development Plan falling under the State of Punjab
12. Chandigarh sub-region plan of Punjab

Please furnish the documents of the above mentioned plans also.

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY
PUDA BHAWAN, SECTOR 62, MOHALI.

Memo No. PUDA/ACA(Pr.)/2006/20370-73

Dated 23/8/06

To

1. The Principal Secretary to Government of Punjab,
Department of Local Government,
Chandigarh.
2. The Secretary to Government of Punjab,
Department of Coordination,
Chandigarh.
3. The Deputy Commissioner,
SAS Nagar.
4. The Chief Town Planner,
Department of Town & Country Planning, Punjab,
Chandigarh.

Subject: Minutes of the review meeting of the *Punjab Development Initiatives* being taken by the Department of Housing & Urban Development, held under the Chairmanship of Chief Secretary, Punjab on 4.08.2006 at 2.30 P.M. at 6th floor, Punjab Civil Secretariat, Chandigarh.

Please find enclosed herewith minutes of the subject cited meeting, held on 4.08.2006 at 2.30 P.M. under the Chairmanship of Chief Secretary, Punjab at 6th floor, Punjab Civil Secretariat, Chandigarh. You are requested to kindly take necessary action on the issues pertaining to your Department and submit action taken report immediately.

Endst. No. PUDA-ACA(Pr)/2006/ 20374

Additional Chief Administrator(Projects)
For Chief Administrator

Dated: 23/8/06

A copy of the above is sent to the Secretary/CS for the kind information of the Chief Secretary, Punjab, Chandigarh.

Endst. No. PUDA-ACA(Pr)/2006/ 20375

Additional Chief Administrator(Projects)
For Chief Administrator

Dated: 28/8/06

A copy of the above is sent to the Secretary /SHUD for the kind information & necessary action of the Secretary to Government of Punjab, Department of Housing & Urban Development, Chandigarh.

Endst. No. PUDA-ACA(Pr)/2006/ 20376

Additional Chief Administrator(Projects)
For Chief Administrator

Dated: 23/8/06

A copy of the above is sent to the Secretary/CA PUDA for the kind information & necessary action of the Chief Administrator, Punjab Urban Planning Development Authority, Mohali.

Secretary

Additional Chief Administrator(Projects)
For Chief Administrator


-30-


Endst. No. PUDA-ACA(Pr)/2006/20377-83

Dated: 23/8/06

A copy of the above is forwarded to the following for information and necessary action & for sending of Action taken report immediately:-

- I. The Additional Chief Administrator (HQ/Policy), PUDA, Mohali;
- II. The Additional Chief Administrator (F&A), PUDA, Mohali;
- III. The Additional Chief Administrator (Ludhiana), PUDA;
- IV. The Administrator PDA, (Patiala);
- V. The Chief Town Planner, PUDA, Mohali;
- VI. The Chief Town Planner, Department of Local Govt., Punjab, Chandigarh;
- VII. The General Manager, M/S Feedback Ventures Pvt. Ltd. SCO 13-15, Sector 34-A, Chandigarh.


Additional Chief Administrator (Projects)
For Chief Administrator

 21/8

Draft minutes of the meeting held under the Chairmanship of the Chief Secretary, Punjab in his office on 4.8.2006 at 2.30 PM to review the development initiatives being taken by the Department of Housing and Urban Development, Punjab.

Following were present in the meeting:

1. Shri A.R.Talwar, IAS
Secretary to Government of Punjab,
Department of Housing & Urban Development
2. Shri Satish Chandra, IAS
Secretary to Government of Punjab,
Department of Co-ordination
3. Shri Vikas Garg, IAS
Additional Chief administrator (Hq.),
PUDA, SAS Nagar
4. Shri Dharam Singh,
Chief Town Planner,
Department of Town & Country Planning, Punjab
5. Shri M.S.Aujla,
Chief Town Planner, Local Bodies,
Representative of Principal Secretary Local Bodies, Punjab
6. Ar. Namrita Kalsi,
AGM(Projects) & Architect, PUDA
SAS Nagar.

Following decisions were taken in respect of the development initiatives reviewed:

1. Constitution of Greater Mohali Area Development Authority.

The proposals regarding constitution of Greater Mohali Area Development Authority may be submitted immediately for consideration and approval by the Hon'ble Chief Minister, Punjab.

Mohali Development Plan.

- i. The notice inviting expression of interest as decided may be published in the newspapers on the 7th August 2006.
- ii. The selection of agency to prepare the Mohali Area Development Plan may be completed within 45 days and the Mohali Development Plan may be got prepared from the agency within six months of its selection.

3. Development of City Centre Sector 62 Mohali.

Marketing plan of City Centre Sector 62, Mohali may be prepared in consultation with C.B. Richard Elles, consultants as already decided and the marketing as per plan already prepared by the consultant planners may be done globally, specially in countries like Singapore, Malaysia and UAE (Dubai).

4. Legal framework for expeditious preparation of Master Plans and Planned Development of high growth areas around Municipal Corporation towns.

The proposals to amend the Punjab Regional and Town Planning and Development Act, 1995 and PAPR Act, 1995 for reducing the period to prepare the Master Plans and to ensure the planned development of high growth areas around Municipal Corporation towns of Punjab may be brought up in the next meeting of the Council of Ministers to be held in the last week of August 2006.

5. Development of Integrated Township at Baran.

- i. It was noted that final bids will be opened by end of August 2006.
 - ii. It was decided that the bids may be evaluated expeditiously and work allotted by third week of September 2006.
6. **Ring Road Ludhiana.**
- i. It was noted that expression of interest have been received and are under evaluation.
 - ii. RFP document is under preparation.
 - iii. It was decided to convene a meeting of the Executive Committee of the PIDB around 22nd of August to obtain its approval to the approval of parties on the basis of pre-qualification and also for the approval of RFP document.
7. **Mega Projects.**
- i. It was decided to expedite the clearance of Mega Projects.
 - ii. The standing orders for disposal of government business may be got re-issued from the Hon'ble Chief Minister in consultation with PSCM.
 - iii. SHUD may review the Implementation of Mega Projects every week, as already decided.
 - iv. C.S. would review the Implementation of Mega Projects in the week beginning from 21st August 2006.

The meeting ended with a vote of thanks to the chair.

34

ਭਾਇਰੀ ਨੰ 35
ਤਾਰੀਖ 5/9/06

**PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY
PUDA BHAWAN, SECTOR-62, SAS NAGAR**

No. PUDA-ACA(Pr)/2006/

Dated: 5/9/06
ਭਾਇਰੀ ਨੰ : 6831

To

- 31/8/06
1. The Managing Director,
Punjab Infrastructure Development Board,
Punjab, Chandigarh.
 2. The Additional Chief Administrator (F&A),
PUDA, Mohali
 3. The Senior Law Officer (HQ)
PUDA, Mohali

Subject: Minutes of the meeting on City Centre, Sector 62, SAS N Nagar, held under the Chairmanship of Secretary Housing & Urban Development, Punjab on 21.08.2006 at 3.00 P.M. at 7th Floor, Punjab Civil Secretariat, Sector-9, Chandigarh.

Please find enclosed herewith a copy of minutes of the meeting held under the Chairmanship of Secretary, Housing & Urban Development Deptt., Punjab on 21.08.06, at 3.00 PM at 7th floor, Punjab Civil Secretariat, Sector 9, Chandigarh for information and further necessary action.

CA, GMADA
ACA (4/10)
Additional Chief Administrator(Projects)
PUDA, Mohali

Endst. No. PUDA-ACA(Pr)/2006/ 20588

Dated: 31/8/06

A copy of the above is sent to the following:

- 1 Secretary /SHUD for the kind information of worthy Secretary to Government of Punjab, Department of Housing & Urban Development, Chandigarh.
- 2 PA/CA, GMADA for the kind information of worthy Chief Administrator, Greater Mohali Area Development Authority Mohali.

Additional Chief Administrator(Projects)
PUDA, Mohali

Endst. No. PUDA-ACA(Pr)/2006/

Dated:

A copy of the above is sent to the following for information & necessary action:

The Managing Director, M/S CB Richard Ellis, First floor, E-I. Connaught Place,
New Delhi- 110001

Additional Chief Administrator(Projects)
PUDA, Mohali

Minutes of the meeting on City Centre, Sector 62, SAS Nagar, held under the Chairmanship of Secretary Housing & Urban Development, Punjab on 21.08.2006 at 3.00 P.M. at 7th Floor, Punjab Civil Secretariat, Sector-9, Chandigarh.

Following were present in the meeting:-

1. Sh. Tejveer Singh, IAS,
Deputy Commissioner, SAS Nagar cum CA GMADA,
2. Sh. Hardev Singh,
Additional Chief Administrator (Projects),
PUDA, SAS Nagar.
3. Sh. K.K. Kapila,
C.A.O., PUDA, Mohali.
4. Sh. GPS Mann,
CGM, PIDB,
Representative of MD, PIDB, Chandigarh.
5. Ar. Namrita Kalsi,
Architect cum AGM (Pr.),
PUDA, SAS Nagar.
6. Sh. Harmail Singh,
Sr. Law Officer, PUDA, Mohali.
7. Sh. Akash Khurana,
M/s CB Richard Ellis,
8. Sh. Randhawa,
M/s CB Richard Ellis.

1. Secretary Housing & Urban Development apprised the officers as well as the consultants regarding the latest decision taken in a meeting held on 11.7.06 under the Chairmanship of Hon'ble C.M., Punjab which is as follows:

"It was decided to develop & market the City Center in PPP Mode on the pattern of Baran Integrated Township. In order to expedite implementation of the project, Consultants, who had been engaged by PUDA for preparing development -cum -Marketing plan for this sector, should be engaged at negotiated rates for handling the entire process of selecting a suitable partner."

2. M/s CBRE had been issued a mandate letter on 21.7.98 for "Preparation of integrated development and marketing plan for proposed city center at Sector 62 and other large commercial sites in SAS Nagar(Mohali), Punjab".Annexure-1. In light of above decision, consultants from M/s CBRE have been requested to interact with the Government, with a view to carry the project forward.
3. Mr. Aakash Khurana from M/s CBRE gave a background on the project history, which was initially initiated in the year 1997. At that time the

market position of the property and its dynamics were very different from today. They also informed that in the initial stage a proposal for City Centre was submitted by them comprising of three stages:

STAGE-I- PREPARATION OF DEVELOPMENT & MARKETING PLAN,

STAGE-II- PROGRAM DEVELOPMENT & IMPLEMENTATION

**STAGE-III- PROPERTY OPERATIONS MANAGEMENT TENANT
RELATED SERVICES**

Out of these three stages M/s CBRE informed that they had completed first stage, based on which M/S Vastu Shilpa consultant had prepared the Master Plan of the city centre. The second stage was to be initiated after the Master Plan had been frozen. However, the marketing of the project was to be taken up site by site.

4. SHUD explained that since the Punjab Government has altered its marketing plan. The 2nd stage will now need to be adjusted accordingly. SHUD, thus requested the consultants from M/s CBRE to make a proposal for the scope of work, time schedule & fee structure etc. for "Undertaking the marketing of City Centre, Sector 62, SAS Nagar, at global level under PPP mode".
5. The consultants apprised that this process would take minimum period of 6-8 months as the process involves following minimum prerequisite steps:
 - a. Freezing of the pre-qualification of criteria for the bidder,
 - b. Expression of Interest to be published in the print Media,
 - c. Prequalification of bidders according to PQ criteria ,
 - d. Drafting of Draft Request for proposal,
 - e. Prebid meeting,
 - f. Distribution of Final RFP Document,
 - g. Submission of bids by Pre-qualified bidders,
 - h. Opening of Financial bid,
 - i. Award of Project &
 - j. Financial closure.
6. The consultants were also apprised that they would be expected to suggest prevalent as well as imaginative models for marketing of the project. It was also decided that consultant would examine the degree of flexibility which can be built into the Master Plan by quantifying it. The method in which the

social infrastructure has to be created in the City Center may also have to be structured in, perhaps by cross subsidization or by cross linking.

7. The consultants were also made aware as to their responsibility towards the project as it was actually initiated & incubated by them, for which a fee has also been paid to them in the past.
8. The consultants promised to send their proposal alongwith their fee structure within a week for consideration of the GMADA.

The meeting concluded with a vote of thanks to the Chair.

Stage 1 ~ Understanding the current status of the project

CB Richard Ellis would undertake detailed discussions with PUDA to understand the current status of the project. This would entail:

- Envisaged development strategy
- Information on current stage of development
- PUDA expectations in terms of roles for each party (level of involvement, responsibilities), stake offered etc.

Stage 2 ~ Enumeration of the Bid-Process Strategy

Key tasks involved in this stage would include:

- Decision on the time-lines for each stage of the assignment
- Understanding the overall structure for investment
- Drafting the bid parameters, evaluation criteria, bid variables etc. for short-listing potential investors / partners at each stage viz. pre-qualification, technical as well as financial bids
- Drafting and finalizing criteria for evaluation of the financial bids to a single parameter for ease of bid selection. Such parameter could be either a fixed profit / revenue share percentage with variable up-front payment for land or could be a fixed payout on land with competitive bids analyzed for profit / revenue share offered etc.
- Drafting of the various documents (in concert with PUDA's legal counsel) such as advertisements for Expression of Interest, preparation of the Information Memorandum etc.

Stage 3 ~ Generating interest and marketing of the project

This stage would involve active marketing by CBRE to generate a pool of interested parties, both domestic as well as global. CB Richard Ellis would leverage its extensive global marketing platform to assess potential investors so that the target pool would include not only reputed Indian corporates with extensive experience but also global players with the requisite expertise in development of such large scale infrastructure projects. This would ensure that CBRE would be in a position to assist PUDA in implementation of the project with the optimal partner in terms of competency as well as financial attractiveness

Stage 4 ~ Pre-qualification criteria and invitation of Expression of Interest from potential investors / partners

This stage would involve the following tasks:

- Drafting the EOI advertisements and inviting parties through such media as well as through internal CBRE contacts
- Evaluate the EOIs through the pre-qualification criteria drafted in concert with PUDA to arrive at a preliminary short-list of potential partners
- Invite the qualified short-listed partners to a pre-bid conference to showcase the project and address queries to enable partners to submit educated bids and consequently safeguard the interest of both the parties involved
- Circulate a detailed information memorandum to the short-listed and qualified potential partners

Simultaneous to this stage, CBRE would also formulate a detailed RFP (Request for Proposal) for circulation to the potential investors.

Step 5 ~ Request for and evaluation of bids on technical qualification parameters

The tasks undertaken at this stage would include

- Circulation of the RFP document to interested parties
- Formulate and finalize the technical criteria for qualification of potential partners
- Evaluate bids received to identify short-listed partners for the financial bid stage

Stage 6 ~ Documentation Process

CBRE would work in concert with PUDA's legal counsel to finalize the heads of agreements with the investing partner. The guiding inputs at this stage would be the feedback received during the interaction with potential partners and the objective of safeguarding PUDA's interests.

Some of the issues that would be deliberated upon would include:

- Finalization of the scope of services to be delivered by the successful investor / partner
- Finalization of terms and conditions for Memorandum-of-Understanding (MOU) including:
 - Role and responsibility of each of the partners (encompassing various sub-stages in the entire life-cycle of the project)
 - Limitations and extent of liability of the contracting parties
 - Financing Pattern (mortgage of land; upfront deposit)
 - Payment terms and schedule of implementation
 - Revenue/ Profit or Space sharing
 - Any other aspect of the arrangement

Stage 7 ~ Invitation of Financial Bids, Evaluation and Selection of final shortlist

Subsequent to receiving financial bids from potential partners, based on highly detailed selection criteria (defined in consultation with the client), the preferred partner(s) would be identified and requisite negotiations would be held to incorporate and accommodate specific issues of concern from both sides.

A very important task to be undertaken at this stage would be to finalize the contract while clearly elucidating project expectations in terms of the quality of the product, project timelines, and other variables that may impact the overall project dynamics.

Some of the crucial tasks that would be undertaken at this stage would include:

- Evaluation of commercial offers from investors/partners and its implication on the client's accrual vis-à-vis risk
- Prioritization of joint-venture partners for negotiations
- Effective negotiations on heads on terms in the MOU to ensure complete transparency and safeguard interests of contracting parties
- Issue of 'Letter of Intent' to successful partner
- Transaction Closure ~ Representing PUDA in signing of contractual agreements

Terms of Appointment

As per the scope of work highlighted in this document, the total fee applicable for undertaking the assignment would be as follows:

Project Task	Fee Payable	Time of Payment
Commissioning of the assignment	Rs. 10,00,000*	Week 1
On request for technical bids	Rs. 15,00,000*	Week 8
Implementation of investment strategy and successful conclusion of transaction	1.75% of the land value*	The fee would be payable on signing of the relevant definitive agreements

- As per Government of India Regulations, applicable service tax (currently @ 12.24% shall be levied on the total fee payable, in addition to the above stated fee
- In case the transaction materializes from PUDA, the fees paid on earlier milestones would be offset to the extent of Rs. 25,00,000 only (Rupees Twenty Five Lakhs only) from the success based fee payable

Notes:

1. The conditions set forth in this document stand valid upto October 1st, 2006
2. CB Richard Ellis would be mandated as exclusive consultants for the above stated project
3. All travel related out-of-pocket expenses related to the assignment are included in the above mentioned fee. However travel expenses incurred on account of any foreign travel (if requested by the client) would be reimbursable by PUDA
4. The fee stated does not include any fees payable for legal counsel (we would be willing to work in concert with PUDA's legal counsel for all legal matters)

CBRE CONSULTING

PA/Chief Administrator
GMADA

D. No. 93 Dt. 7/9/06

CBRE
CB RICHARD ELLIS

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PTI Building (Ground Floor)
4 Parliament Street
New Delhi 110001
T +91 11 23357448-53
F +91 11 23317670

PA/Chief Administrator
Dt. 7/9/06

Pl. process and put up for
Obtaining the orders of the
E.C. of September 4, 2008

To, 6/9/2006

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CA.
GMADA

S/40

Mr. A.R. Talwar, IAS
Secretary to Govt. of Punjab, Deptt. of Housing and Urban Development and
Vice Chairman, Punjab Urban Planning and Development Authority
Room 710, 7th Floor, Punjab Mini Secretariat
Sector 9, Chandigarh

Reference: Appointment for Stage II of the Mohali City Center project viz.
Implementation of a Public Private Partnership for development

Dear Mr. Talwar,

This is further to your letter no. GM(P)-98/1090 dated 11th September, 1998 appointing
us for providing consultancy services for development of the Mohali City Center at
Sector 62. As decided at that time, CB Richard Ellis was appointed at the first instance
to formulate the development strategy and feasibility assessment of the projects (as
Stage I), which was subsequently to be extended to Marketing of the project (as Stage
II).

Having successfully completed Stage I of the assignment, CBRE would be pleased to
now partner with PUDA to undertake Stage II viz. viz. marketing of the project to
implement through the PPP (Public Private Partnership) route.

The marketing exercise undertaken by CBRE would not be restricted to domestic
partners, but by leveraging our global platform and relationships we would ensure that
PUDA is able to attract the best possible partner for attainment of its goals.

Our detailed scope of work in this regard is highlighted in the subsequent pages:

Secretary, PUDA, Pt
Dy No 3453
Dt. 6/9/06

PK

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Key tasks involved in this stage would include:

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ALC

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Simultaneous to this stage, CBRE would also formulate a detailed RFP (Request for Proposal) for circulation to the potential investors.

Step 5 ~ Request for and evaluation of bids on technical qualification parameters

The tasks undertaken at this stage would include

- Circulation of the RFP document to interested parties
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- Evaluate bids received to identify short-listed partners for the financial bid stage

Stage 6 ~ Documentation Process

CBRE would work in concert with PUDA's legal counsel to finalize the heads of agreements with the investing partner. The guiding inputs at this stage would be the feedback received during the interaction with potential partners and the objective of safeguarding PUDA's interests.

Some of the issues that would be deliberated upon would include:

- Finalization of the scope of services to be delivered by the successful investor / partner
- Finalization of terms and conditions for Memorandum-of-Understanding (MOU) including:
 - Role and responsibility of each of the partners (encompassing various sub-stages in the entire life-cycle of the project)
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Stage 7 ~ Invitation of Financial Bids, Evaluation and Selection of final shortlist

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A very important task to be undertaken at this stage would be to finalize the contract while clearly elucidating project expectations in terms of the quality of the product, project timelines, and other variables that may impact the overall project dynamics.

Some of the crucial tasks that would be undertaken at this stage would include:

- Evaluation of commercial offers from investors/partners and its implication on the client's accrual vis-à-vis risk
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- Effective negotiations on heads on terms in the MOU to ensure complete transparency and safeguard interests of contracting parties
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- Transaction Closure ~ Representing PUDA in signing of contractual agreements

Terms of Appointment

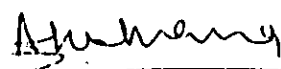
As per the scope of work highlighted in this document, the total fee applicable for undertaking the assignment would be as follows:

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On request for technical bids	Rs. 15,00,000*	Week 8
Implementation of investment strategy and successful conclusion of transaction	1.25% of the land value	The fee would be payable on signing of the relevant definitive agreements

- As per Government of India Regulations, applicable service tax (currently @ 12.24% shall be levied on the total fee payable, in addition to the above stated fee
- In case the transaction materializes from PUDA, the fees paid on earlier milestones would be offset to the extent of 50% of the fee payable i.e., Rs. 12,50,000 only (Rupees Twelve Lakh Fifty Thousand only) from the success based fee payable. The balance would be treated as a drop dead fee towards work done for PUDA

Notes:

1. The conditions set forth in this document stand valid upto October 1st, 2006
2. CB Richard Ellis would be mandated as exclusive consultants for the above stated project
3. All travel related out-of-pocket expenses related to the assignment are included in the above mentioned fee. However travel expenses incurred on account of any foreign travel (if requested by the client) would be reimbursable by PUDA
4. The fee stated does not include any fees payable for legal counsel (we would be willing to work in concert with PUDA's legal counsel for all legal matters)



AKASH KHURANA
ASSOCIATE DIRECTOR
CBRE SOUTH ASIA

DETAILED WORK / TIME PLAN - PUDA Mohali																																																	
	Week 1							Week 2							Week 3							Week 4							Week 5							Week 6							Week 7						
	Days	M	T	W	T	F	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S							
Current Stage of Project																																																	
- Review of previously prepared reports																																																	
- Envisage development strategy																																																	
- Brainstorming with PUDA - Understanding expectations																																																	
Enumeration of Bid Process Strategy																																																	
- Drafting bid parameters, evaluation criteria etc																																																	
- Drafting advertisements / EOI in consultation with PUDA																																																	
Generating Interest and Marketing of Project																																																	
- Inviting EOIs from potential investors / partners																																																	
- Tap CBRE Resources																																																	
- Marketing to prominent potential domestic partners																																																	
RFP Circulation / Pre-bid Conference																																																	
- Evaluation of EOIs																																																	
- Formulate and finalize detailed IM / RFP document																																																	
- Organize a pre-bid conference for potential investors																																																	
Request for Bids / Technical Evaluation																																																	
- Formulate and finalize technical shortlisting criteria																																																	
- Invite bids for technical shortlist																																																	
- Evaluation of technical bids received																																																	
- Due-diligence period offered to potential investors / partners																																																	
- Circulate RFP Document to Short-listed parties																																																	
Stage 6 - Documentation Process																																																	
- Finalization of scope of services for successful partner (on-going)																																																	
- Finalization of terms and conditions for MOU (in concert with PUDA legal counsel)																																																	
Stage 7 - Invitation of Financial Bids, Evaluation and Selection																																																	
- Invitation of Financial Bids from qualified parties																																																	
- Evaluation of commercial offers / finalizing winning bid																																																	
Negotiation / Finalization of Contracts and Transaction Closure																																																	

* The above time schedule does not factor any delays on account of PUDA for preparation of relevant documentation, RFP criteria etc

Legend

- Stage of Activity
- ▨ Ongoing Activity
- Uncertain time-frame
- ▲ Milestone achieved
- ▽ Transaction Closure