

INDEX

3rd meeting of the Executive Committee of Greater Mohali Area Development Authority.

| Item No. | Subject | Page No. |
|-----------------|--|-----------------|
| 3.01 | Confirmation of the minutes of the 2 nd meeting of the Executive Committee held on 24-5-07 | 1-7 |
| 3.02 | Ratification of the decisions taken by the Executive Committee in its 2 nd meeting held on 24-5-07 vide agenda item No. 2.06. | 8-13 |
| 3.03 | To allow the laying of under ground tele-phone wires by Airtel, Reliance, Hutch, Tata Indicom and BSNL etc. for future. | 14-15 |
| 3.04 | Policy Regarding Paying Guest Accommodation in the residential area. | 16-18 |
| 3.05 | Development of Golf Course at SAS Nagar. | 19-21 |
| 3.06 | Shifting of Bus Stand, SAS Nagar. | 22-23 |
| 3.07 | Setting up of Punjab Habitat Centre at SAS Nagar (Mohali) | 24-35 |
| 3.08 | Appointment of Legal Consultant for drafting agreement to be signed between Jurong International Singapore and GMADA for preparation of a Master Plan. | 36-37 |

3rd meeting of the Executive Committee of Greater Mohali Area Development Authority.

| Item No002E | Subject | Page No. |
|--------------------|---|-----------------|
| 3.09 | To consider to take note of the follow up action taken by GMADA on the decisions taken in the 2 nd meeting of the Executive Committee. | 1-63 |
| 3.10 | Policy regarding allotment of Petrol Pump Sites. | 64-78 |
| 3.11 | ਐਲ.ਆਈ.ਜੀ. 144 ਬਲਕ ਮਟੀਰੀਅਲ, ਫੇਜ਼-11, ਮੋਹਾਲੀ ਦੇ ਮਕਾਨਾਂ ਦੀ ਕੀਮਤ ਨਿਰਧਾਰਿਤ ਕਰਨ ਬਾਰੇ । | 79 |
| 3.12 | Acquisition of land for Sector-76-80, Urban Estate, SAS Nagar. | 80-107 |
| 3.13 | Knowledge City, Sector-81, SAS Nagar. | 108-121 |

**3rd meeting of the Executive Committee of Greater
Mohali Area Development Authority.**

| Item No. | Subject | Page No. |
|---------------------|------------------------------------|-----------------|
| 3.14 | City Centre, Sector 62, SAS Nagar. | 1-9 |
| 3.15 | Mohali International Airport | 10-21 |

**GREATER MOHALI AREA DEVELOPMENT AUTHORITY
(ADMN. BRANCH)**

Agenda Item No. 1.01
(Executive Committee Meeting)

Dated:-

Subject:- Confirmation of the minutes of the 2nd meeting of the Executive Committee held on 24-5-07.

Minutes of the 2nd meeting of the Executive Committee of the Greater Mohali Area Development Authority, held on 24-5-07 were circulated vide letter No. 3590-95 dated 13-6-07.

No comments in respect of these minutes have been received from any member of the Executive Committee. It is proposed that the minutes placed at Annexure-A may be confirmed.

GREATER MOHALI AREA DEVELOPMENT AUTHORITY
PUDA BHAWAN SECTOR 62 SAS NAGAR
(ADMINISTRATION/POLICY BRANCH)

100116XUPE - 11

2

No. GMADA-A-5-2007/3590-95

Dated: 13/6/07


To

1. Principal Secretary to Govt. of Punjab,
Department of Finance,
Punjab Civil Secretariat, Chandigarh
2. Principal Secretary to C.M., Punjab
Punjab Civil Secretariat, Chandigarh
3. Principal Secretary to Govt. of Punjab,
Department of Local Govt.
Mini Secretariat, Chandigarh
4. Secretary to Govt. of Punjab,
Department of Housing & urban Development,
Mini Secretariat, Chandigarh.
5. Chief Town Planner,
Punjab, Chandigarh.
6. Chief Administrator,
GMADA, Mohali.

Subject: 2nd Meeting of Executive Committee of Greater Mohali Area Development Authority (GMADA), Mohali.

Sir,

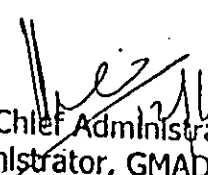
I am directed to forward herewith a copy of the minutes of the 2nd Meeting of the Executive Committee of Greater Mohali Area Development Authority (GMADA), Mohali held on 24-5-2007 at 10.00 A.M. under the Chairmanship of Sh. Ramesh Inder Singh, IAS, Chief Secretary, Punjab, in his office room for information and necessary action.


Additional Chief Administrator (Admn./Policy)
for Chief Administrator, GMADA.

Endst.No.GMADA-A5-2007/3596

Dated: 13/6/07

A copy of the above along-with a copy of the minutes of the 2nd Meeting of the Executive Committee is forwarded to the Secretary to Chief Secretary, Punjab for the Information of Hon'ble Chief Secretary please.


Additional Chief Administrator (Admn./Policy)
for Chief Administrator, GMADA.

PROCEEDINGS OF THE 2nd MEETING OF EXECUTIVE COMMITTEE OF
GREATER MOHALI AREA DEVELOPMENT AUTHORITY (GMADA) HELD
UNDER THE CHAIRMANSHIP OF SH. RAMESH INDER SINGH, IAS,
CHIEF SECRETARY TO GOVERNMENT OF PUNJAB ON 24.5.2007 AT
10.00 A.M IN HIS OFFICE ROOM.

The followings were present:-

1. Sh. D.S. Kalha, IAS,
Principal Secretary to Govt. Punjab,
Department of Finance,
Chandigarh.
2. Sh. D.S. Guru, IAS,
Principal Secretary to Chief Minister, Punjab,
Chandigarh.
3. Shri Arun Goel, IAS,
Secretary to Govt. Punjab,
Department of Housing & Urban Development,
Chandigarh.
4. Sh. Anurag Verma, IAS,
Representative of
Principal Secretary to Govt. Punjab,
Department of Local Government
Chandigarh.
5. Sh. Dharam Singh,
Chief Town Planner,
Punjab, Chandigarh.
6. Sh. Krishan Kumar, IAS,
Chief Administrator,
Greater Mohali Area Development Authority,
SAS Nagar.

The agendas items ad-seriatim were considered and the
following decisions were taken:

Item No. 2.01

Confirmation of the minutes of the 1st meeting of the
Executive Committee held on 10.1.2007.

Minutes were confirmed.

~~115~~

4

Item No. 2.02

To consider to take note of the follow up action taken by GMADA on the decisions taken in the 1st meeting of the Executive Committee.

Follow up action was noted with the following observations:-

| Agenda Item | Subject | Decision taken |
|-------------|--|--|
| 1.01 | Constitution of the Authority. | Noted |
| 1.02 | Greater Mohali Area Development Authority (Committees and conduct of Business) Regulations, 2006. | Noted |
| 1.03 | ਪੰਜਾਬ ਸਹਿਰੀ ਯੋਜਨਾਬੰਦੀ ਅਤੇ ਵਿਕਾਸ ਅਥਾਰਟੀ ਦੇ ਰੂਲਜ਼, ਰੈਗੂਲੇਸ਼ਨ ਅਤੇ ਹੋਰ ਪ੍ਰੋਕਟਿਸਜ਼ ਆਦਿ ਅਖਤਿਆਰ ਕਰਨ ਬਾਰੇ। | Noted |
| 1.04 | Ratification of action taken by the various officers of the Authority from the date of creation. | Noted |
| 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. | Noted |
| 1.06 | ਸ੍ਰੀ ਤਾਰਾ ਸਿੰਘ ਪ੍ਰਬੰਧਕ ਅਫਸਰ ਨੂੰ ਪੁੱਛਾ 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। | Noted |
| 1.07 | Regarding transfer of title of 15.726 acres of land in Sector 67, Mohali to Infotech-Execution of Conveyance Deed. | Noted |
| 1.08 | Representation of Sh. Gurinderjit Singh Sandhu, IAS regarding extension of another three years period for construction of plot No., Sector 69, SAS Nagar (Mohali) | Noted |
| 1.09 | ਪਾਵਰ ਆਫ਼ ਅਟਾਰਨੀ ਦਸਤਖਤ ਕਰਨ ਬਾਰੇ। | Noted |
| 1.10 | ਮੋਹਾਲੀ ਵਿਖੇ ਰੈਡ ਕਰਾਸ ਡਵਨ ਕਾਸਟੇਰੋ ਚੋਂ ਅਲਾਟ ਕਰਨ ਬਾਰੇ। | The Committee desired that reminder be issued to D.C., Mohali once again to submit the |

| | | |
|-------|---|---|
| | | required documents. |
| 1.11. | Allotment of land to Punjab Golf Association. | <p>The Committee noted the decision and decided to expedite the project of Golf Range as decided in the first meeting of the Executive Committee.</p> <p>Further, Committee also decided that project of Golf Course should also be considered for implementation at a suitable place in Mohali. It was apprised that site has already been identified by the then PUDA (now GMADA). It was decided to expedite the implementation of the project by identifying a suitable financial model</p> |
| 1.12 | To consider the matter regarding allotment of land for setting up Kendriya Vidyalaya at SAS Nagar. | <p>The Committee noted the position. It was felt that the letter may be issued to Kendriya Vidyalaya Sangathan as decided in the first meeting of the Executive Committee. However, approval may be obtained from the Chairman of the Authority on file on the decision of the E.C. before issuing the letter to Kendriya Vidyalaya Sangathan.</p> |
| 1.13 | Allotment of houses lying vacant at Mohali to the Deputy Commissioner SAS Nagar for allotment to its employees on Rental basis. | Noted |
| 1.14 | ਪਲਾਟ ਨੰਬਰ 454, ਫੇਜ਼ 3 ਏ, ਮੋਹਾਲੀ ਬਦਲੇ ਸ੍ਰੀ ਰਤਨ ਸਿੰਘ ਪੁੱਤਰ ਸ੍ਰੀ ਨੱਥੂ ਰਾਮ ਨੂੰ ਪਲਾਟ ਦੀ ਅਲਾਟਮੈਂਟ। | Noted |
| 1.15 | Plot No. 15, Sector 69, SAS Nagar- Waiving of Interest/penalty on due Installments/amount. | Noted |
| 1.16 | Waiving of penal Interest in respect of SCF No. 32, Phase-I, SAS Nagar (Mohali). | Noted |
| 1.17 | Office Building for GMADA | <p>The Committee discussed the issue once again and it was felt that the existing accommodation in PUDA Bhawan is adequate and as of now, there is no such need for a separate building for GMADA. The Project be postponed for the time being.</p> |

| | | |
|------|--|--|
| 1.18 | 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) | Noted |
| 1.19 | Subject: High Speed Urban Corridor, Mohali Connecting Chandigarh At Sector 39 to NH-21 Beyond Kharar at Ludhlana-Morinda Road. | The CIP Punjab explained the alignment of this corridor on the map. It was felt that it would not attract much traffic because it was not a bye-pass in real terms. The traffic will still have to cross the whole of Mohali or Chandigarh. Since its length is too small, it may not emerge with any viable revenue stream either. Moreover, it has already been decided to proceed with the southern ring road around Mohali starting from a point somewhere between Kharar and Kurali, crossing Chandigarh-Ludhlana road between Kharar and Morinda, Chandigarh Patiala road around Banur and then meeting Chandigarh Ambala road somewhere around Dera Bassi. Between Banur and Dera Bassi another arm of this Express Way may go to NH-1 meeting it somewhere near Shambhu. Therefore, it was decided to drop this corridor connecting Chandigarh at Sector 39 to NH-21 beyond Kharar at Ludhlana-Morinda Road and instead proceed with the southern Ring Road as detailed above. |
| 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. | CA GMADA briefed that MOA is expiring on 28.5.2007. Since the proposal has already been approved by the CMM, it was decided to extend the validity of MOA by one month i.e. till 28.6.2007. |
| 1.21 | Mohali Development Plan | Confirmed |
| 1.22 | City Centre, Sector 62, SAS Nagar | Noted |

- 116 -
7

Item No. 2.03

ਰਾਜ ਮੈਨਿਕ ਵੈਲਫੇਅਰ ਬੋਰਡ ਵੱਲੋਂ ਸੈਕਟਰ 64, ਮੋਹਾਲੀ ਵਿਖੇ ਅਲਾਟਡ ਸਾਈਟ ਦੀ 25 ਪ੍ਰਤੀਸ਼ਤ ਕੀਮਤ ਜਮ੍ਹਾਂ ਕਰਵਾਉਣ ਵਿੱਚ ਹੋਈ ਦੇਰੀ ਕੰਡੋਨ ਕਰਵਾਉਣ ਬਾਰੇ।

Agenda item was approved and delay of 1302 days was condoned.

Item No. 2.04

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

Committee noted the position as explained in the Agenda item.

Item No. 2.05

Approval of Staff Structure of GMADA.

The proposal of re-structuring the staff already in position was approved. As regards fresh recruitment on contract, a Sub-Committee comprising PSF, SHUD and CA GMADA was authorized to take decision after looking into the qualifications and pay structure on which suitable eligible candidates could be hired from the open market.

Item No. 2.06

Approval of proceedings of 2nd meeting of Finance and Accounts Committee of GMADA.

Noted

Item No. 2.07

End-use and parking of Habitat Centre, Sector 64, SAS Nagar.

1. The Committee approved the proposal. CA GMADA was asked to personally visit India Habitat Centre, New Delhi and update the model of Habitat Centre Sector 64, SAS Nagar accordingly. CA GMADA should also identify and provide other social infrastructure to be provided in Mohali.
2. In addition to above regular Agenda Item, the Executive Committee also considered and observed that there is no social infrastructure/ Institutions available in Zirakpur. Authority should identify such infrastructure and provide the same at the earliest.

The meeting ended with a vote of thanks to the chair.

Chairman,
Executive Committee,
GMADA.

8

3

**GREATER MOHALI AREA DEVELOPMENT AUTHORITY
(ADMN./ POLICY BRANCH)**

Agenda Item No. 3 02
(Executive Committee Meeting)

Dated:-

Subject:- Ratification of the decisions taken by the Executive Committee in its 2nd meeting held on 24-5-2007 vide agenda item No. 2.06.

As provided in the Greater Mohali Area Development Authority (Committee & conduct of Business) Regulations, 2006(Annexure-I); the decisions taken by the Finance and Accounts Committee are required to be placed before the Executive Committee in its next meeting for approval. Accordingly, the decisions taken by the Finance and Accounts Committee in its 2nd meeting held on 16-5-07(Annexure-II) were placed before the Executive Committee in its 2nd meeting held on 24-5-07 vide agenda item No. 2.06. The Committee after considering the decisions of the Finance and Accounts Committee has 'noted' the decisions whereas approval of these decisions was required.

Hence matter is again placed before the Executive Committee to look into it and approve the decisions taken by the Finance and Accounts Committee in its 2nd meeting held on 16-5-07 as provided in the GMADA(Committees and Conduct of Business) Regulations, 2006.

9. J

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 Country 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.

8 12

ANNEXURE - II

GREATER MOHALI AREA DEVELOPMENT AUTHORITY, MOHALI

Proceedings of the 2nd meeting of the Finance and Accounts Committee of GMADA held under the Chairmanship of Secretary to Govt. of Punjab, Department of Housing and Urban Development on 16.5.07 at 11.30 A.M. in his office room, PUDA Bhawan, SAS Nagar.

The followings were present:

1. Sh. Arun Goel, IAS,
Secretary to Govt. of Punjab,
Deptt. of Housing and Urban Development,
Chandigarh.

Chairman

2. Sh. Krishan Kumar, IAS,
Chief Administrator,
Greater Mohali Area Development Authority,
Mohali.

Member

3. Smt. Usha Sehgal,
Under Secretary,
Finance Department.

Representative of
Principal Secretary
(Finance)

Agenda Items were considered and the following decisions were taken.

Item No.2.01

Confirmation of minutes decision taken in the 1st Finance and Accounts Committee meeting held on 29.1.2007.

Minutes were confirmed.

Item No.2.02

To consider to take note of the follow up action taken by GMADA on the decisions taken in the 1st meeting of the Finance and Accounts Committee held on 29.1.07.

Noted.

6- 13 17
Item No.2.03

Allotment of LIG houses in bulk material market in Phase-XI, Mohali.

Committee felt that issues raised in the agenda does not fall under the purview of this committee.

Item No.2.04

House No. 2021, Sector-66, Mohali-(Estate Office, Mohali)

After consideration it was decided to ask the Estate Officer to decide the case at his own level as per instructions/policy on the subject.

Special item with the approval of Chairman

Item No. 2.05

Allotment of land measuring 1 acre for construction of Water Resources Bhawan at SAS Nagar.

Since the land is allotted to Government Deptt. the delay was condoned and surcharge and interest payable on account of delayed period was also remitted. It was also decided not to charge surcharge and interest on account of slightly delayed period from the Punjab Government Departments which shall not include Public Sector undertakings of the state Government.

The meeting ended with a vote of thanks to the Chair.

Sd/-
Chairman-cum-Secretary,
Govt. of Punjab Deptt. of
Housing and Urban Dev.

Subject: To allow the laying of under ground tele-phone wires by Airtel, Relinace, Hutch, Tata Indicom and BSNL etc for future.

For providing Telephone and Internet services in the Greater Mohali Area Development Authority's jurisdiction, a number of Cybernet Companies have been approaching GMADA to lay under ground cables for the purpose. On verbal enquiry, Chandigarh Administration, Capital Projects has informed that only Sector dividing roads are under their control. Internal roads are being handled by Municipal Corporation, but the Municipal Corporation is not charging any amount from the agencies as the Cybernet Agencies themselves repair the roads.

As far as HUDA is concerned, this organization does not allow anybody to lay wires on the metalled portion of the road because due to non repair of joints properly, water seeps down to the sub surface of the road which can damage it. They only allow wires to be laid on the berm within 1.00 to 1.5m from the outer edge of road with beyond/house/SCO in Urban Estate, Panchkula and the minimum depth of the trench should not be less than 1.00 mtr below formation level. The rates being charged for laying the under grounds cables by HUDA are as under :-

| | |
|---------------------------------|----------------------|
| Pacca Berm | : Rs. 565/- per rmt. |
| Kacha Berm | : Rs. 19.50 per rmt. |
| Interlocking paver/ tiles berm. | : Rs. 285/- per rmt. |

In GMADA no such policy has yet been framed. To deal with such requests it has been thought to evolve our own policy with certain conditions as under:-

1. Underground Telephone/Internet cables should be allowed to be laid in Katcha portion by open digging.
2. In Pucca portion Telephone/Internet cables should be allowed by horizontal drilling.
3. No cut should be allowed in metal portion of road.
4. Crossing of Telephone/Internet cables should be allowed by only horizontal drilling and ensuring that metal crust is not disturbed at all.
5. For road cut in Katcha portion, the amount involved to fill the trenches portion will have to be deposited by the Company which will be calculated by concerned Divisional Engineer on prevailing rates.

- 15
6. The underground cable should be 1.0 to 1.5 m from the outer edge of the road with beyond/houses/SCO in GMADA's Jurisdiction.
 7. Minimum depth of cables to be laid should not be less than 1.0 mtr.
 8. Permission to lay the underground cables will not stop the rights of GMADA to use this portion of land for development works at any time.
 9. The firm shall submit bank guarantee and the rate of Rs. 25/- per rmt. with validity of one year in the name of GMADA.
 10. The firm shall also give a Bank Guarantee with validity of unlimited period equal to the amount of Ground rent payable for the one year.
 11. The firm shall submit an agreement duly signed by the Authorised signatory regarding use of land as per instructions i.e. If at any stage GMADA has to carry any development work for new provision/extension accordingly arises, the concerned department shall do it at its own cost without objection from the firm.

It is proposed that permission to lay the underground cables should be subject to payment at the following rates which are being charged presentably by HUDA:-

| | |
|---------------------------------|----------------------|
| Pacca Berm | : Rs. 565/- per rmt. |
| Kacha Berm | : Rs. 19.50 per rmt. |
| Interlocking paver/ tiles berm. | : Rs. 285/- per rmt. |

14% departmental charges shall be extra. These rates shall be revised in proportion to the revision of rates of the CSR, Punjab from time to time.

In addition ground rent on annual basis shall also be charged from the Firm @ Rs. 15/- per rmt. Further Chief Administrator may be authorised to revise the ground rent @ 10% per annum from the date of issuance of this policy.

The matter is placed before the Executive Committee for consideration and decision.

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

AGENDA 3-04 (Executive Committee)

(Policy Branch)

Sub:- Policy Regarding Paying Guest Accommodation in the residential area.

Plots/Houses have been allotted by GMADA to the public for residential purposes but some of the house owners have given the houses on rental basis or are being used as paying guest accommodation. If the owners let out their houses to the families, neighbourers have no complaint but if these promises are being used as paying guest accommodations particularly in smaller houses then lot of nuisance is created by the residents of these houses and lot of complaints are being received from the neighbourers on this account.

To control the tendency of using the residential accommodation as paying guest accommodation it has been felt to frame the policy to regulate such paying guest accommodation. After going through the rules regarding paying guest accommodation of the Chandigarh Administration, it is suggested to frame the policy for such accommodation in GMADA also on the following lines:-

1. The house owner or member(s) of his/her family should be residing in the house and should maintain good standard of hygiene and cleanliness.
2. The minimum usable area for one Paying Guest shall be 50 sq. ft. with adequate provision of toilet as per norms of Public Health Department i.e. one W.C. for five persons.
3. The area of the house for Paying Guest Accommodation shall not be less than 10 Marla and part of it shall be used by the owner himself/herself.
4. The Paying Guest Accommodation shall be permitted only in those residential properties, which are sanctioned as per building Bye-laws, and no unauthorized construction has taken place after the grant of completion certificate.
5. The owner shall himself/herself be responsible for maintaining discipline, peace and social harmony/atmosphere in the premises and in the neighbourhood.
6. No extras/new kitchen shall be erected beyond the approved building plans.
7. The owner will display the available and occupied accommodation alongwith the tariff plan.
8. The list of Paying Guests shall be displayed at the premises.
9. The house owner interested for starting the Paying Guest Accommodation should register themselves with the Estate Officer, GMADA, Mohali as per the enclosed registration form (Form 'A'), so that the Estate Office shall make the information of the Paying Guest Accommodation available in the town on the website of GMADA.

10. Vehicle should be parked within the house premises as far as possible.
13. Responsibilities of the Paying Guests:
 - (a) The Paying Guest as well as his parents/guardians shall be responsible for his/her good conduct and behavior with the public.
 - (b) He/She will not indulge in any disorderly activities leading to breach of peace, civil and social atmosphere of the locality.
 - (c) He/She will not create any nuisance to adversely affect the rights of the other residents of the locality.
 - (d) He/she will not run a separate kitchen in the premises.
14. The facility of Paying Guest Residential Accommodation shall be subject to the following terms and conditions:
 - i) No front office system shall be maintained and house should appear a normal residential house.
 - ii) The use of Paying Guest Accommodation shall not adversely affect the privacy and rights of the neighbouring residents of the locality.
 - iii) The GMADA may stop the facility of Paying Guest Accommodation in the event of any problem involving law and order, breach of peace and tranquility in the locality.
 - iv) The record relating to the Paying Guest Accommodation shall be open to the inspection by the Estate Officer or any officer authorized by GMADA from time to time.
15. The Estate Officer may, in case of breach of any of the terms and conditions of these rules or for the reasons to be recorded in writing, issue of notice under Punjab Regional & Town Planning and Development Act, 1995 as amended from time to time for the breach of conditions for the stoppage of such facility of Paying Guest Accommodation in any premises any time and pass appropriate orders of resumption/cancellation of the allotment of the site.
16. The orders issued by the Estate Officer for the stoppage of PGRA facility at any premises shall be final and binding on the owner failing which Estate Officer, GMADA can take action under section 45 of the Punjab Regional and Town Planning and Development Act, 1995.

After the above policy is approved, it shall be applicable to all the plots and houses to be allotted or have been allotted by the office before the issuance of this policy. Public Notice shall be given in the leading newspapers for the information of the house owners and after that Estate Officer shall enforce this policy as given in para-16 above.

Matter is placed before the Executive Committee for consideration and decision.

FORM "A"

(PROFORMA FOR REGISTRATION)

(For Running a Private Guest Accommodation)

Details of the Owner

1. Name of the Owner
2. Name of Father/Husband
3. Category/Covered Area of the house
4. Address of the Premises
5. Contact No.
6. Total Accommodation and Capacity for Paying Guests.
7. A copy of the Occupancy Certificate obtained from the Estate Officer, GMADA, Mohali.

Signature of the Owner

19

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

AGENDA 3.05
(Executive Committee)

(Policy Branch)

Sub:- Development of Golf Course at SAS Nagar.

1.0 The follow up action taken on the decisions of the first meeting of the Executive Committee held on 10-1-07 was placed before the Executive Committee in its 2nd meeting held on 24-5-07. While considering the follow up action of Item No. 1.11, Committee decided that project of Golf Course should also be considered for implementation at a suitable place in Mohali. It was apprised that site has already been identified by the then PUDA(Now GMADA). It was decided to expedite the implementation of the project by identifying a suitable financial model.

2.0 Following three sites were proposed earlier by the Senior Town Planner, PUDA for development of Golf Course at SAS Nagar:-

| Site No. | Area | Name of village | Status as per Outline Master Plan |
|------------|-------------------|--|--|
| Site No. 1 | 190 Acres approx. | Baliali, Sohana | Land falls in North West of Sector-74 adjoining Patiala-ki-Rao Choe. |
| Site No. 2 | 239 Acres approx. | Chapar Chiri Kalan Chapar Chiri Khurd | Land is adjoining Patiala-ki-Rao choe and the area is reserved for Major Parks & Play Grounds. |
| Site No. 3 | 189 Acres approx. | Baliali & Balongi | Land is adjoining Patiala-ki-Rao choe and area reserved from Mix land use development |

3.0 The above three sites were inspected by the then Chief Administrator, PUDA alongwith Addl. Chief Administrator(Projects), Chief Engineer, PUDA, Land Acquisition Collector, PUDA, Advisor(TP), PUDA, Senior Town Planner, PUDA and District Town Planner, SAS Nagar on 9-4-04. After the inspection and comparative study of the afore said three sites made, Site No. 2 adjoining the Industrial Area, Phase-VIII falling along the Patiala-ki-Rao Choe was approved for the development of Golf Course.

4.0 The matter was examined subsequently after the identification of the site and it was considered appropriate to appoint a consultant for the development of Golf Course of SAS Nagar. A Committee was constituted under the Chairmanship of Vice Chairman PUDA now GMADA to finalize the selection of the consultants. Three

consultants were identified however the matter could not be finalized as the issue came up for discussion in the 2nd meeting of Executive Committee meeting held on 24.5.2007 and it was desired by the V.C. GMADA that CA may do all preliminary work accordingly and then take up a proposal before E.C. for a decision.

5.0 In compliance with this, team of officers of GMADA has recently visited certain Golf Courses in Panchkula, Gurgaon and Greater Noida. After the visit it is felt that the project of Golf Course be a good revenue earning project. During the visit of Golf Course at Manesar (Gurgaon) and Greater Noida developed by the private developers namely Unitech and Jaypee Developers respectively, it was found that the Mega Developers are also providing an element of real estate around the Golf Course. While M/S. Unitech in Gurgaon has provided for single story houses all around the Golf Course whereas M/S. J.P. Developers in Greater Noida are providing blocks of group houses all around the Golf Course. This enables the project developers to recover the capital cost to a large extent in the initial stage as these apartments/houses around the Golf Course can fetch substantial revenue. For example M/S. Unitech have fixed a price of Rs. 6.00 crore per plot around the Golf Course.

6.0 During the informal discussion held with various authorities i.e. Mega Project Developers and HUDA in Panchkula, it is found that the Golf Course alone may not be a viable project for the Authority, however if an element of real estate is introduced, the project can not only become viable but can also generate substantial surplus revenue which can be utilized by the Authority in making investment and providing other infrastructure in the Urban Estate of Mohali

7.0 The site selected at Patiala Ki Rao falls in the village Chapparchiri Khurd, Chapparchiri Kalan and Kelon. The details of the ownership of land also been collected from the Department of Revenue and thereafter a series of meeting have been held with Village Panchayats as some of the area belongs to Village Panchayat which can be transferred through negotiation from the Department of Rural Development to the Authority at price mutually decided. The details of ownership of the land is as follows:-

| Sr. No. | Name of Village | Land belonging to private owners (fig in acres) | Land belonging jumla mushtarka malkan/shamlat patti (fig. in acres) | Land belonging to panchayat deh/civil panchyat/shamlat deh (fig in acres) | Total Area (Fig. in acres) |
|---------|-------------------|---|---|---|----------------------------|
| 1. | Kallon | 27.77 | 0.44 | - | 28.21 |
| 2. | Landran | 5.42 | - | - | 5.42 |
| 3. | Chaparchiri Khurd | 71.40 | 0.57 | 30.00 | 101.97 |

| | | | | | |
|----|-------------------|--------|-------|-------|--------|
| 4. | Chaparchiri Kalan | 125.10 | 40.62 | 10.53 | 176.25 |
| | Total | 229.69 | 41.63 | 40.53 | 311.85 |

8.0 A persual from the above table, It reveals that out of 311.85 acres only 40.53 acre land belongs to the Village Panchayat which can be acquired through negotiation by the Authority whereas the remaining land can only be acquired by following due process of law i.e. under the provisions of Land Acquisition Act.

9.0 With this background a decision and approval is therefore required to be taken on the following issues:-

- (i) Development of Golf Course at the site proposed i.e. site no. 2 as mentioned in para 2.0
- (ii) Whether the element of the real estate is to be introduced or not in the Golf Course. It is further submitted that it would be appropriate if a five star hotel in addition to the huge apartments (flats are constructed all around the Golf Course and sold through open auction rather than making the allotment at reserve price) is also constructed. A five star hotel and the Golf Course would fetch sufficient revenue and would also become a desired destination because of the approach of cricket stadium and other industry in the surroundings areas. Further, exclusive blocks can be identified exclusively for certain class of people like NRIs, Industrialists etc. so as to collect maximum revenue for the real estate created around the Golf Course.
- (iii) Whether the project is to be taken up by GMADA or engage a private partner.

22

Agenda Item No. 3.06
(Executive Committee Meeting)

Subject: - Shifting of Bus Stand, SAS Nagar

1.0 In the original planning envisaged for SAS Nagar, a site for Mohali town's bus stand was proposed in Sector 62 where the bus stand is in operation at present. Subsequently, in the Master Plan of SAS Nagar, a 19 acres site in Sector 78 was proposed for the bus terminus since Sector 62 is proposed to be developed as City Centre for the town. In the meeting held on 10.5.06 under the Chairmanship of the then SHUD, it was observed that in light of the changed scenario of the town/bus traffic movement and also in view of the future requirements of the town, the site of the "Bus Terminus" proposed in Sector 78 is no longer suitable and needs to be shifted else where to a site which has an easy access to the residents of the town as well as has an appropriate location. In the meeting, it was deliberated that the new site may be considered to be located in Sector 76 on the proposed 200' wide road.

2.0 Though, the efforts were made by the local authorities for getting the encroached chunk of 34 acres of land vacated from Dera Beas for the Bus Stand, however, in the meeting held with Punjab Roadways, in the Department of Transport was of view that even the proposed location of Bus Stand at Sector 76 may not be suitable site as the most of the buses which come from Chandigarh either originate at Sector 17 or Sector 43, do not prefer to come to Mohali Bus Stand. Even passengers object to it as it is an additional wastage of time for them to travel to Mohali and then proceed for other stations in Punjab. Department of Transport of the view that Bus Stand may be located at any place on Kharar-Chandigarh road. Accordingly, sites were visited and it was found that site presently under the possession of Truck Union in Sector 57 is probably the most appropriate site where a transit bus stand for the time being can very well cater to the need of the people. The Transport Department also agrees with the proposal as this drivers/conductors of the buses would henceforth be willing to visit the transit bus stand at Mohali. Accordingly, a plan (bearing Drg. No. DTP (SAS Nagar) 1829/06 dated 3.8.06) of this site has been prepared for transit bus stand. At the same time the truck terminus may accordingly be shifted in the bulk material market as this site would perhaps be more suitable to them as they are supposed to be near bulk material market. The vegetable market has also been proposed only in the market. Also, Mohali Railway Station is in the vicinity of this market. ACA,

Mohali has been asked to take up the matter with Truck Union for shifting of truck terminus from present location to proposed site in Bulk Material market.

3.0 However, it would also be relevant to mention here that PUDA has increased some expenditure on the present Bus Stand and the development of the adjoining parking areas. As per the record Rs. 33.60 lacs has been spent as an expenditure on the Bus Stand and Rs. 42.80 lacs on the development were spent on parking areas during the year 1991-92 and 1992-93.

4.0 In light of the background of the case as stated above, following issues need to be decided to ensure proper implementation of this proposal

- i) Approval of the proposed Layout Plan of the Bus Stand at the new site;
- ii) Budget allocation for the construction of the Bus Stand & identifying the agency to execute it. The matter has been taken up with our consultants M/s. IL&FS who has been asked to prepare a Project Report to execute the work on PPP mode. It is understood that Govt. of Punjab in the Department of Transport has executed similar projects elsewhere also in this very mode itself.
- iii) Any other issue with the permission of the chair.

24

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

Agenda Item No. 3.07
(Executive Committee)
(Project wing)

Sub:- Setting up of Punjab Habitat Centre at SAS Nagar (Mohali).

1.0 In pursuant to the meeting held between the then CS and Secretary, Housing, GOI, at Chandigarh in December, 2006, a meeting was held with Executive Director, HUDCO, Chandigarh and the then Chief Administrator, GMADA..It was felt that there was a severe shortage of good reasonable and social infrastructure in SAS Nagar (Mohali) notwithstanding its emergence as a township of repute in northern India. It was therefore considered to set up a regional level Habitat Centre in SAS Nagar (Mohali) by HUDCO and GMADA jointly which would be referred as a Punjab Habitat Centre on the lines similar to India Habitat Centre at Delhi. The City Centre site cited as C-17 adjoining the leisure valley was found appropriate for the purpose with a plot area of approximately 3.5 acre and a maximum construable area approximately 2.5 lacs sq.ft. The preliminary project report and DPR was to be framed by HUDCO . It was also decided in the meeting that details of the plot would be handed over to HUDCO by GMADA and M/s. Vastu Shilpa would be requested to carve out additional parking areas along with the proposed site to cater for the external parking as well as internal parking of the plot.

2.0 After discussion, it was felt that a Joint Venture/SPV would be the most suitable model in which GMADA would be a partner with land being its equity whereas the capital contribution would be made by HUDCO. It was tentatively felt that the cost of construction of the project would be in the range of Rs.40-50 crores given the indicated space requirement of 2.50 lac sq.ft. HUDCO as well as GMADA would undertake independent valuation of the land to be offered to be able to realistically determine the quantum of GMADA's contribution into the project . The incomes realized from the project would be shared in manner to be subsequently determined between the partners, i.e. HUDCO and GMADA.

3.0 It was also decided in the meeting that Regional Habitat Centre may provide the following:-

| Sr. No. | Subject |
|---------|--|
| i) | Large Auditorium with capacity of 900 - 1000 persons |
| iii) | Small auditorium with capacity of 250-300 persons |
| ii). | Board Room/ Conference Room with capacity of 80-100 |

25

| | |
|-------|--|
| | persons |
| iv) | Lecture Room/s |
| v) | Restaurant – two-three (open for members only) |
| vi) | Fast Food (takeaway shop) |
| vii) | Coffee Shop |
| viii) | Approximately 50 residential rooms, out of which 30 would be Economy; 10 would be VIP Suites and 10 would be Deluxe Rooms |
| ix) | Office Space for institutional purpose such as banks, etc |
| x) | Bar |
| xi) | Exhibition Hall/ Art Gallery |
| xii) | Gymnasium/ Health Club open for members only |
| xiii) | Swimming Pool on terrace |
| xiv) | Library |
| xv) | Children enclosure |
| xvi) | Club facility like Card room, Lounge, Billiard Room etc. . open for members only |
| xvii) | Proximity to leisure valley would ensure accessibility to Open Air Theatre already proposed there |

4.0 Subsequent to this, another meeting was held at the level of the then PSHUD on 22.2.07 wherein it was decided that a Joint Venture/ SPV would be the most suitable model in which GMADA would be a partner with land being its equity whereas the capital contribution would be made by HUDCO. . The incomes realized from the project would be shared in manner to be subsequently determined between the partners, i.e. HUDCO and GMADA.

5.0 In the meeting , it was also decided to seek approval of Chairman, GMADA and convey its in-principle approval to HUDCO for setting up a Punjab Habitat Centre at Mohali. The State Government vide its memo No.17/64/07-1HGII/2660, dated 5.4.07 has also directed to take appropriate action in compliance with this meeting chaired by the then PSHUD.

6.0 Meanwhile , case was examined and was put up for the consideration of the Chairman through V.C.-cum-SHUD, however, SIHUD vide his orders dated 15.5.2007 had observed that CA may raise this issue in the presentation of Sector

62 before Chief Minister schedule on 25.5.2007. This issue of India Habitat Centre could not be discussed in the presentation held before the Hon'ble Chief Minister on 25.5.2007 for the reasons that M/s. Vastu Shilpa Consultants had withdrawn as consultant from the project for the City Centre Sector 62 and hence it was decided during the presentation that M/s. Jurong International will give design of Sector 62.

7.0 Earlier in response to a query raised by VC-cum-SHUD, an approximate cost of land where Habitat Centre building was proposed, was calculated and it was reported by ACA, Mohali that this piece of land of 3.78 acres can fetch 226.79 crores, if calculated at commercial rates.

8.0 Meanwhile, the matter came up for review during the 2nd meeting of E.C. of GMADA wherein it was decided

"The Committee approved the proposal. CA, GMADA was asked to personally visit India Habitat Centre, New Delhi and update the model of Habitat Centre Sector 64, SAS Nagar accordingly. CA GMADA should also identify and provide other social infrastructure to be provided in Mohali.

In addition to above regular Agenda item, the Executive Committee also considered and observed that there is no social infrastructure/institutions available in Zirakpur. Authority should identify such infrastructure and provide the same at the earliest. "

9.0 In this regard, it is apprised that in compliance with the decision of the Executive Committee, the undersigned has visited India Habitat Centre, New Delhi and held meetings with various officers at the Habitat Centre included Mr. Librahan, Director of India Habitat Society and Director Planning of HUDCO. Sr. Architect of Punjab, CTP, GMADA, Architect, GMADA and ACA (F&A) also accompanied the undersigned. It is apprised that huge infrastructure has been created by the India Habitat society which has big public sector enterprises as members e.g. HUDCO & others. This land was leased to the society by DDA way back in the year 1989. The present maintenance of the building is being done by society itself, the expenditure of which is being shared by the member institutions. The building provides for Art Gallery Office accommodation, Auditorium, Food Court, Health Club, Swimming Pool and Rest House.

27
10.0 The matter regarding the establishment of Habitat Centre on the pattern similar to India Habitat Centre has been examined in detail and it is felt that existing infrastructure in Sector 64 is not at all adequate to meet the desired objective and to fulfill the needs of institutions at such a large scale. It would be pertinent to mention here that infrastructure created in Sector 64 was never aimed to accommodate such big institution as accommodated in India Habitat Centre. The site in Sector 64 was originally meant for the purpose of a Community Centre. It would be appropriate if infrastructure available in Sector 64 is rented out to some private players by following due process so as to enable the residents and other institutes to avail the facilities and also enable the Authority to maintain the building without incurring additional expenditure.

11.0 As the E.C. had approved the proposal and hence further necessary action to rent out the infrastructure in Sector 64 has been initiated as per the decision of the E.C.

12.0 So far as the creating of infrastructure on the lines similar to India Habitat Centre is concerned, the Committee of officers including undersigned examined two models during the interaction with officers of India Habitat Centre and HUDCO. If the project is to developed on lines exactly similar to India Habitat Centre, we will have to facilitate the registration of a Society including major institutions/corporation in the State of Punjab situated at Chandigarh or Mohali. This society could include the Chief Secretary as Chairman, Secretary Housing and Urban Development as Vice Chairman and keeping HUDCO, PSEB, Punjab Agro Food Corporation, Punjab Infrastructure Development Board, Punjab Alkalies, Punjab Sugarcord, Punjab Milkfed, Director Culture and affairs, Punjab Tourism Corporation and few Public Sector Bank as members of the society, can be leased out some piece of land in Sector 68 as earlier site selected in Sector 62 is on prime location and availability of land in excess of 5 acre may not be possible to spare) in Sector 62. The Society can either raise loan or put in equally to make the capital investment in the proposed infrastructure. The infrastructure to be provided at the proposed Habitat Centre could include Art Gallery, Auditorium, Food Courts, Rest Houses, Swimming Pools apart from providing office accommodation for the above said institutions.

28

13.0 In alternative the 2nd option could be that GMADA and HUDCO may enter into MOU on the lines similar to MOU signed between HUDCO and Kerala State Housing Board an undertaking of Kerala Govt. A copy of the MOU signed between two was procured from the visit and the same is placed at annexure- A. The MOU can be discussed with HUDCO and final modalities can be worked out once the project is approved in principal.

14.0 It is therefore proposed that :-

i) Infrastructure already available in Sector 64 is not at all as per the requirement of a Habitat Centre and however small infrastructure created there can be outsourced to private players so as to maintain the building and fetch additional revenue/resources to GMADA. This infrastructure shall certainly enable the residents and Industrial undertaking in Mohali towns to organize small seminars, meetings etc. The accommodation being provided in Sector 64 Habitat Centre will also full fill the needs of the industry for temporary accommodation to an extent as there are no hotels at present in town.

ii) Since it may be difficult to establish and run a institute like India Habitat Centre at Mohali as there doesn't seem to be the same potential or requirement in Mohali and hence model of Kerala Govt. can be explored for implementation as per details given in para 13.0

Matter is placed before the Executive Committee for consideration and decision.

29

288

805

Annex-I

MEMORANDUM OF UNDERSTANDING

FOR
ESTABLISHMENT OF
TRIVANDRUM HABITAT CENTRE



30

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made at Thiruvananthapuram on this 26th day of July, 2005

Between:

1. Kerala State Housing Board, an Undertaking of the State Government of Kerala, constituted as a statutory body under the Kerala State Housing Board Act 1971, having its Head Office at Santhi Nagar, Thiruvananthapuram - 695 001, (hereinafter referred to as KSHB, which expression unless repugnant to the context shall include its successors in interest, assigns, administrators and executors), acting through Housing Commissioner and Secretary, Kerala State Housing Board, duly authorised in this regard of the one part,

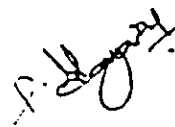
And

2. Housing & Urban Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its Registered office at India Habitat Centre, Lodhi Road, New Delhi - 110003 (hereinafter referred to as HUDCO, which expression unless repugnant to the context shall include its successors in interest, assigns, administrators and executors), acting through its Regional Chief, duly authorized in this regard of the other part.

WHEREAS

A. KSHB is the assignee owner of a plot of land measuring about 1150 Sq.mts (325 cents approx) situated at Kowdiar Avenue Road, near Kowdiar Junction, Thiruvananthapuram - 695 003, more particularly described and shown in Annexure I and encircled by a red coloured boundary line, hereinafter referred to as the said Land and is desirous of developing the same for setting up a "Trivandrum Habitat Centre", an integrated complex housing Convention Centre and Exhibition Gallery, a Hotel, a members' Club, Retail and Food Court Area and an Office Complex, more particularly described in Annexure II, hereinafter collectively referred to as the Project.

B. HUDCO being in the business of promoting and financing urban development is desirous of partnering with KSHB in promoting a Joint Venture Company for executing the "Trivandrum Habitat Centre" Project.



807 31 281

C. KSHB and HUDCO have come to an understanding regarding setting up an SPV (Special Purpose Vehicle) to execute the above mentioned Project and carryout all the acts of due diligence required for entering into a Joint Venture.

THIS MEMORANDUM records the understanding as reached between KSHB and HUDCO:

1. That KSHB and HUDCO shall form a joint venture company (SPV) to develop, promote, build, own, operate and sell the "Tivandrum Habitat Centre" project.
2. That KSHB shall contribute the said land as its share of equity to the SPV and HUDCO shall match the contribution by infusing funds equivalent to the value of land as per JV guidelines.
- ✓ 3. That KSHB and HUDCO shall be equal partners in the SPV holding 50% equity each.
4. That the SPV shall approach bankers and/or financial institutions including HUDCO for all additional funding.
5. That HUDCO may exercise the option of exiting from this venture by divesting its stake after five years of the completion date of the Project being developed or thereafter.
6. That KSHB shall have the first right of refusal at the time of HUDCO's divestment.
7. That a valuation mechanism shall be put in place to facilitate an exit route for HUDCO.
8. That both parties shall act in good faith to promote the said Project.

OBLIGATIONS OF KSHB

1. KSHB shall secure all requisite approvals and clearances from all concerned agencies and authorities, and without limiting the generality of the foregoing, specifically obtain a NOC from the concerned State Government Department for using the said land for a commercial enterprise.
 2. KSHB shall take all steps to transfer the said land to the SPV with a clean and clear title without any charges, covenants, limitations or restrictions, to enable the SPV to be free to mortgage and allow a charge to be created on such land and/or structure thereon, in favour of its creditors, bankers and/or financial institutions.
- [Signature]
- [Signature]

- 32
Sag
3. KSHB shall have the said land valued by an accredited agency, whose credentials are acceptable to both parties to this MOU.
 4. Within three months from the date of this MOU first above-mentioned:
 - 4.1 KSHB shall obtain all requisite clearances (as stated above);
 - 4.2 KSHB shall obtain necessary approvals for transfer of the said Land to the SPV.

OBLIGATIONS OF HUDCO

1. HUDCO shall within three months from the date of this MOU first above-mentioned:
 - 1.1 Show substantial proof of availability of funds for the SPV to the satisfaction of KSHB
 - 1.2 HUDCO shall obtain necessary approval for capital contribution to the SPV

D. The validity of this MOU may be extended for further period by mutual consent

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS IN THE PRESENCE OF THE STATED WITNESSES ON THE DATE ABOVE MENTIONED.

Witness:

1.  For Kerala State Housing Board

S. REETHU PRASAD

DEPUTY CHIEF ENGINEER


KERALA STATE HOUSING BOARD, Shri. P. M. John

(Housing Commissioner and Secretary)

SECRETARY

Kerala State Housing Board



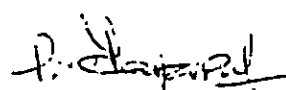
2.  For HUDCO

BEENA PHILIPPOSE

ASSISTANT CHIEF (PROJECTS)

HUDCO REGIONAL OFFICE

TRIVANDRUM


Dr. P. Jayapal
(Regional Chief)



Dr. P. JAYAPAL
Regional Chief
Housing & Urban Development
Corporation Ltd.
'Saphalyam', Palayam
Chennai-600 017

Annexure 1

The subject plot is an L-shaped parcel of land located along Kowdiar Avenue Road, measuring a total area as approx. 13,150 sq.m. (325 cents or 3.25 acres) identified by Survey Nos. 2/pt, 3/pt, 4, 5 and 6/pt in Peroorkada village and with a frontage of 240 m (787 ft) along the Kowdiar Avenue road, having thick plantation and encircled by a boundary wall from south & western sides and barbed wire from north and eastern sides, and bounded as follows;

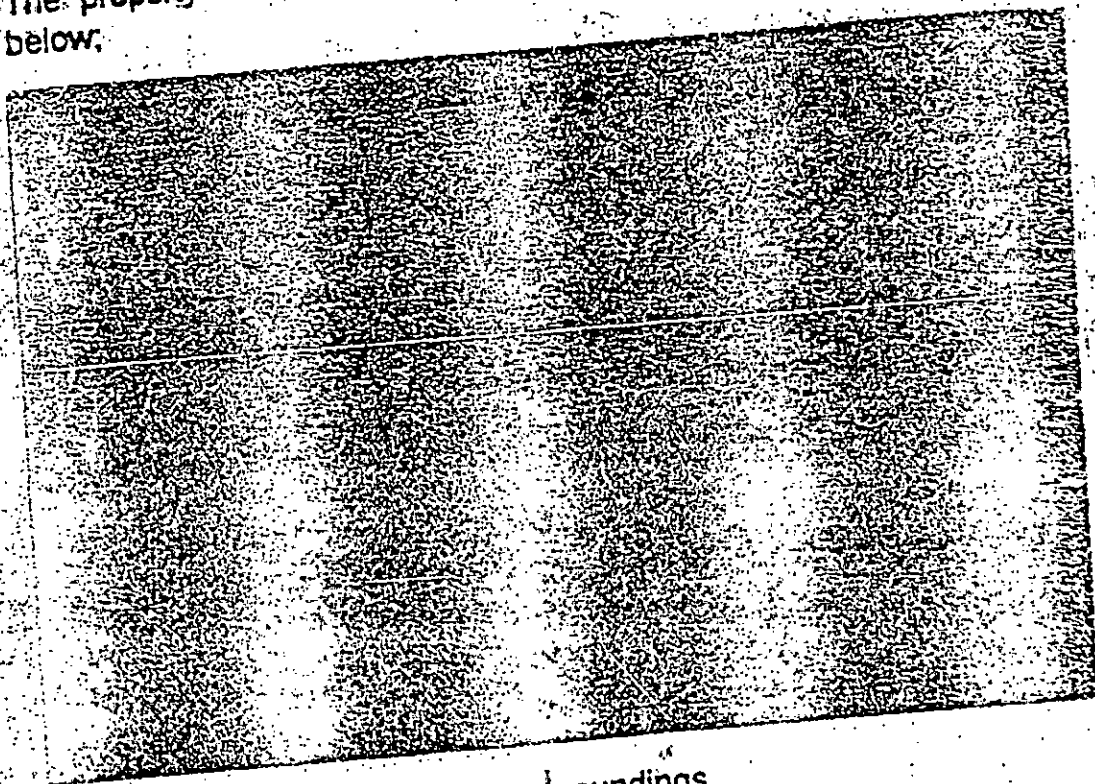
On or towards North: Income Tax office and Narmada Shopping Complex.

On or towards East: Kowdiar Palace area along with the thick rubber plantation.

On or towards South: Kowdiar palace area, along with various posh residential colonies such as Golf Links and Jawahar Nagar.

On or towards West: Kowdiar Avenue Road and newly developed Heera flats, along with some residential and commercial developments.

The property is further described and shown as yellow in the map below:



Site surroundings

[Handwritten signature]

[Handwritten signature]

Annexure 2

The Project comprises of the following components and their respective approx. built-up areas:

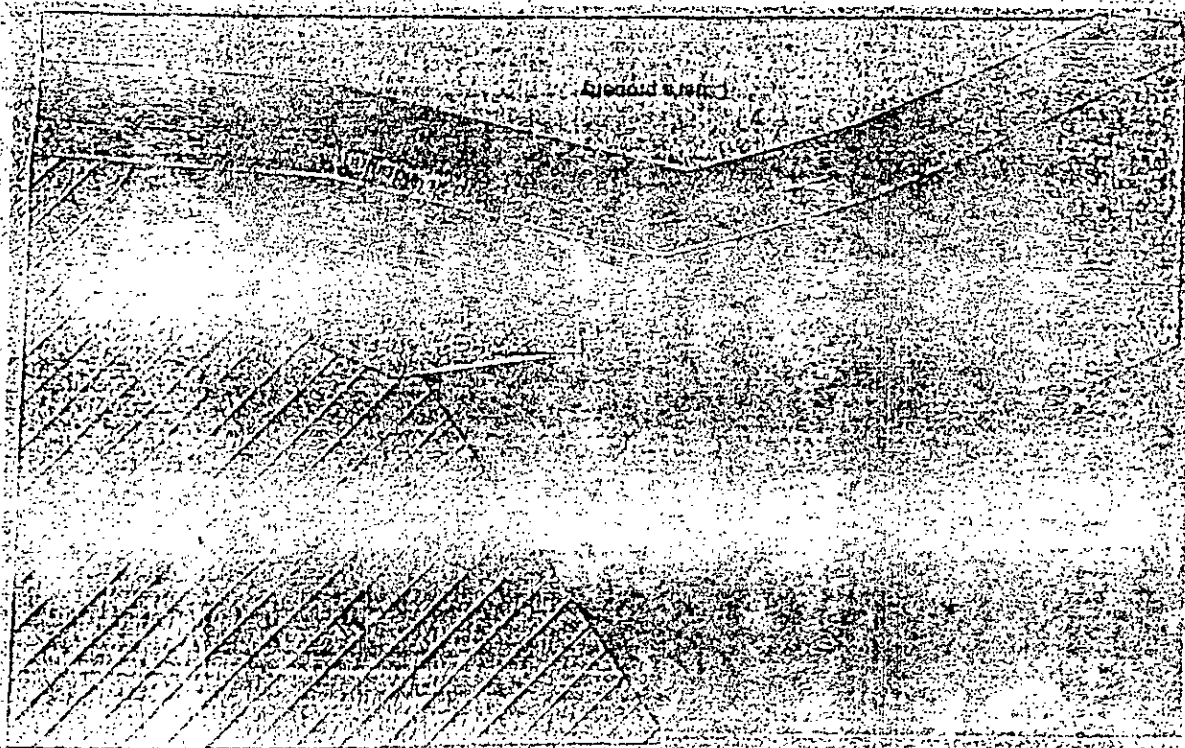
| Activity | Tentative built-up area |
|---|-------------------------|
| Office Complex | 102,800 sq.ft. approx. |
| Retail & Food Court area | 40,000 sq.ft. approx. |
| Convention Centre & Exhibition Hall/Art Gallery | 52,000 sq.ft. approx. |
| Hotel boarding & lodging facilities | 50,000 sq.ft. approx. |
| Club Facilities | 50,000 sq.ft. approx. |
| Total built - up area (excluding area of parking and other common activities) | 294,800 sq.ft. approx. |

The proposed development will have following concept specifications:

- Divided into 2 separate parts viz. Part 1 and Part 2. Part 1 would house Convention Centre, Hotel and Club facilities whereas Part 2 would have office block and retail & food court area.
- Adequate number of lifts should be provided in office block and hotel block.
- Extensive landscaping is required to create a unique working environment to increase the efficiency and productivity.
- Sufficient parking as per the Kerala Municipality Building Rules (1999) will be provided.
- Looking at the nature of operations of various product mixes proposed, the project has been conceived in two parts. Part 1, is consists of Convention facility cum hotel and an exclusive membership club, whereas Part 2 will have the office block and retail cum food court areas.
- FAR (Floor Area Ratio) achieved for the subject project is 2.5 to avoid any future congestion at the site.
- Maximum Ground Coverage to be achieved for the subject project is 65%, to have more open and landscaping area.
- The height of various activity blocks proposed at the subject site is as below.

| Block | Proposed height (no. of floors) |
|-----------------------------------|---------------------------------|
| Convention centre cum hotel block | 5 |
| Club | 3 |
| Commercial (office) block | 6 |
| Retail cum food court block | 3 |

The tentative concept is given below for reference. However this is only indicative and meant for financial estimations and should not be taken as a guideline for the architect's brief



36

Agenda Item No. 308
(Executive Committee Meeting)
Project Branch

Subject : Appointment of Legal Consultant for drafting agreement to be signed between Jurong International Singapore and GMADA for preparation of a Master Plan.

Council of Ministers Punjab in its meeting held on 15-12-06 had given approval to the Memorandum of agreement signed between GMADA and consultants of M/s Jurong International Singapore for preparation of Master Plan for GMADA area. In pursuance of the approval thereof, a detailed contract defining the scope of work and contractual liabilities of the Client and Consultant was to be prepared for which services of a Counsel were required because GMADA being a new Organization did not have in house capabilities to handle such kind of sensitive and important job. In addition it is also apprised that there was no RPF document before selecting M/s Jurong International as consultant, thus the assistance of legal consultant to finalize the contract agreement who has sufficient experience of law was eminently required. Therefore, Advocate General, Punjab was requested to propose the name of a counsel for the purpose and he proposed Shri Sanjeev Sharma, Additional Advocate General, Punjab for this work. Shri Sanjeev Sharma agreed to do this job and demanded Rs. 1.00 lacs as fee upto signing of the final agreement.

2. It would be relevant to mention that as per the Memorandum of Understanding signed between GMADA and M/S. Jurong International in November, 2006, it was decided to execute the formal contract agreement within a period of six months which period was subsequently extended as mutually decided between GMADA and M/S. Jurong International and thus this agreement has now been executed on 22.6.2007. The draft agreement have been prepared by Shri Sanjeev Sharma who had been amending and updating it as per mutual discussions held with the Organizations as well as GMADA and M/S. Jurong International from time to time. However, the fee and other issues for the services rendered by Sh. Sanjeev Sharma could not be decided with him before signing the contract agreement between GMADA and Jurong International for the paucity of the time. Further GMADA did not have any option except to get the work done from Shri Sanjeev Sharma who had been associated with the work from the very beginning on the advice of the Advocate General, Punjab.

3. In addition to preparing five or six draft, Shri Sanjeev Sharma has also been assisting the team of GMADA during negotiation held with M/S. Jurong International on 21.6.2007 and 22.6.2007 at the time of visit of representatives of M/S. Jurong International for signing the agreement. Though Shri Sanjeev Sharma has been insisting the payment of Rs. 1.00 lacs for his services, however, during negotiation he has now been persuaded to agree for payment of Rs. 65,000/- for the work upto the signing of the final agreement.

4. As provided in Punjab Urban Planning and Development Authority(Delegation of Powers) Regulation 1997, and adopted by GMADA at Sr. No. 40 of Section I-A(General) B Grant, Chief Administrator has full powers to sanction engagement of agencies, staff and professional experts on contract basis. Further at Sr. No. 18 of Section-I-B(General) of these regulations, Chief Administrator has full powers to sanction legal expenditure in connection with Civil suits/Complaints/Appeals for and against the Authority. In view of second delegation at Sr.No.18, it is not clear if the Chief Administrator can engage Legal Consultants as provided at Sr. No. 40 of Section I-A(General) B Grant of these regulations. However, it has been verified from the Senior Law Officers working in GMADA and PUDA, there is no precedent wherein any Legal Consultant was engaged.

5. Matter is thus placed before the Executive Committee for consideration and to approve:

- i) The payment of Rs. 65,000/- to Shri Sanjeev Sharma, Additional Advocate General, Punjab for above said work.
- ii) To delegate powers to Chief Administrator to engage Legal Consultant also in future under Sr. No. 40 of Section I-A(General) ,B Grant of Punjab Urban Planning and Development Authority(Delegation of Powers) Regulation 1997 and adopted by GMADA.

- 1 -

**GREATER MOHALI AREA DEVELOPMENT AUTHORITY
(ADMN. BRANCH)**

Agenda Item No. **3.09**
(Executive Committee Meeting)

Dated:-

Subject:- To consider to take note of the follow up action taken by GMADA on the decisions taken in the 2nd meeting of the Executive Committee.

In pursuance of the decisions taken by the Executive Committee in its 2nd meeting held on 24-5-07, a statement showing item-wise summary of the follow up action is enclosed as Annexure -1 to the agenda note.

Annexure-I

Action taken report on the discussion taken in the Second meeting of Executive Committee, GMADA, Mohali.

| Agenda Item 3-09 | Subject | Decision taken | Action taken |
|------------------|---|--|--|
| 2.01 | Confirmation of the minutes of the 1 st meeting of the Executive Committee held on 10.1.2007. | Minutes were confirmed. | Noted |
| 2.02 | To consider to take note of the follow up action taken by GMADA on the decisions taken in the 1 st meeting of the Executive Committee. | Follow up action was noted with the following observations:- | |
| | 1.10 ਮੋਹਾਲੀ ਵਿਖੇ ਰੇਡ ਕਰਾਸ ਭਵਨ ਵਾਸਤੇ ਭੋ ਅਲਾਟ ਕਰਨ ਬਾਰੇ । | The Committee desired that reminder be issued to D.C., Mohali once again to submit the required documents. | Reminder issued to Deputy Commissioner, Mohali vide letter No. 3735 dated 15-6-2007 but no reply is received. |
| | 1.11. Allotment of land to Punjab Golf Association. | The Committee noted the decision and decided to expedite the project of Golf Range as decided in the first meeting of the Executive Committee. Further, Committee also decided that project of Golf Course should also be considered for implementation at a suitable place in Mohali. It was apprised that site has already been identified by the then PUDA (now GMADA). It was decided to expedite the implementation of the project by identifying a suitable financial model | Decision noted. Steps to engage the consultant have been initiated. Agenda is being placed before the Executive Committee for information and approval. |

| | | | | |
|--|------|---|--|--|
| | 1.12 | To consider the matter regarding allotment of land for setting up Kendriya Vidyalaya at SAS Nagar. | The Committee noted the position. It was felt that the letter may be issued to Kendriya Vidyalaya Sangathan as decided in the first meeting of the Executive Committee. However, approval may be obtained from the Chairman of the Authority on file on the decision of the E.C. before issuing the letter to Kendriya Vidyalaya Sangathan. | Letter has been issued to Kendriya Vidyalaya Sangathan vide No. 4646 dated 30.12.77 with the approval of Hon'ble Chief Minister-cum-Chairman, GMADA. |
| | 1.17 | Office Building for GMADA | The Committee discussed the issue once again and it was felt that the existing accommodation in PUDA Bhawan is adequate and as of now, there is no such need for a separate building for GMADA. The Project be postponed for the time being. | Decision noted. |
| | 1.19 | High Speed Urban Corridor, Mohali Connecting Chandigarh At Sector 39 to NH-21 Beyond Kharar at Ludhiana-Morinda Road. | The CTP Punjab explained the alignment of this corridor on the map. It was felt that it would not attract much traffic because it was not a bye-pass in real terms. The traffic will still have to cross the whole of Mohali or Chandigarh. Since its length is too small, it may not emerge with any viable revenue stream either. Moreover, it has already been decided to proceed with the southern ring road around Mohali starting from a point somewhere between Kharar and Kurali, crossing Chandigarh-Ludhiana road between Kharar and Morinda, Chandigarh Patiala road around Banur and then meeting Chandigarh Ambala road | Decision noted. |

| | | | | |
|------|------|---|--|---|
| | | | <p>somewhere around Dera Bassi. Between Banur and Dera Bassi another arm of this Express Way may go to NH-I meeting it somewhere near Shambhu. Therefore, it was decided to drop this corridor connecting Chandigarh at Sector 39 to NH-21 beyond Kharar at Ludhiana-Morinda Road and instead proceed with the southern Ring Road as detailed above.</p> | |
| | 1.20 | <p>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.</p> | <p>CA GMADA briefed that MOA is expiring on 28.5.2007. Since the proposal has already been approved by the CMM, it was decided to extend the validity of MOA by one month i.e. till 28.6.2007.</p> | <p>MOA has been signed between GMADA and Jurong Consultancy Pvt. Limited on 22-6-07(Copy Enclosed) and Consultants have started the work.</p> |
| 2.03 | | <p>ਰਾਜ ਸੈਨਿਕ ਵੈਲਫੇਅਰ ਬੋਰਡ ਵੱਲੋਂ ਸੈਕਟਰ-64, ਮੋਹਾਲੀ ਵਿਖੇ ਅਲਾਟਡ ਸਾਈਟ ਦੀ 25 ਪ੍ਰਤੀਸ਼ਤ ਕੀਮਤ ਜਮ੍ਹਾਂ ਕਰਵਾਉਣ ਵਿਚ ਹੋਈ ਦੇਰੀ ਕੰਡੋਨ ਕਰਵਾਉਣ ਬਾਰੇ।</p> | <p>Agenda item was approved and delay of 1302 days was condoned</p> | <p>Information has been sent to Secretary to Government of Punjab, Department of Sainik Welfare asked them to deposit an amount of Rs. 7,32,389/- being balance interest penalty.</p> |
| 2.04 | | <p>Allotment of houses lying vacant at Mohali to the Deputy Commissioner SAS Nagar for allotment to its employees on rental basis.</p> | <p>Committee noted the position as explained in the Agenda item.</p> | <p>The concerned parties have been heard and however, speaking order are yet to be passed by the Chief Administrator as per direction of the Hon'ble Punjab and Haryana High Court.</p> |

| | | | |
|------|---|--|--|
| 2.05 | Approval of Staff Structure of GMADA. | The proposal of re-structuring the staff already in position was approved. As regards fresh recruitment on contract, a Sub-Committee comprising PSF, SHUD and CA GMADA was authorized to take decision after looking into the qualification and pay structure on which suitable eligible candidates could be hired from the open market. | A meeting of the sub-committee comprising PSF, SHUD and CA, GMADA was held on 13-6-07 but the proceedings of this meeting are yet to be approved. Further action shall be initiated as per decision of the sub-committee. |
| 2.06 | Approval of proceedings of 2 nd meeting of Finance Accounts Committee of GMADA | Noted | Agenda is being placed before 3 rd meeting of the E.C. for ratification of the decision taken by the Finance and Accounts Committee in its 2 nd meeting held on 16-5-07. |
| 2.07 | End-use and parking of Habitat Centre, Sector 64, SAS Nagar. | <ol style="list-style-type: none"> 1. The Committee approved the proposal. CA GMADA was asked to personally visit India Habitat Centre, New Delhi and update the model of Habitat Centre Sector 64, SAS Nagar accordingly. CA GMADA should also identify and provide other social infrastructure to be provided in Mohali. 2. In addition to above regular Agenda Item, the Executive Committee also considered and observed that there is no social infrastructure/ institutions available in Zirakpur. Authority should identify such infrastructure and provide the same at the earliest. | <p>Chief Administrator has visited the India Habitat Centre, New Delhi and necessary action is being taken accordingly.</p> <p>Action has been initiated to identify the social infrastructure to be provided at Mohali and Zirakpur for which separate agenda shall be placed before the Executive Committee for its consideration after the preliminary exercise is completed.</p> |

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

AGENDA 3.10

(Executive Committee)

(Policy Branch)

Sub: - Policy regarding allotment of Petrol Pump sites.

1.0 Finance and Accounts Committee of PUDA in its 51st meeting held on 20.7.2006 vide Item No. 51.18 approved the policy to allot the petrol pump sites on lease hold basis to the oil companies or Government/Semi Government Departments. However, rates of the lease money to be charged could not be decided and Hon'able Chairman was authorized to take decision in this regard. A Committee was constituted in PUDA to give its recommendations but no final decision could be taken on account of lease money.

2.0 On the formation of GMADA, Chief Administrator, GMADA constituted committee of the following officers to examine the existing policy with regard to allotment of petrol pump sites and give recommendations whether the existing policy needs any revision. Apart from this, the committee will also give its recommendation regarding fixation of lease money:-

1. Additional Chief Administrator (HQ)
2. Additional Chief Administrator, Mohali
3. Chief Engineer, GMADA
4. Chief Town Planner, GMADA

3.0 Committee also associated Additional Chief Administrator (F&A) to consider the issues. Committee has given its recommendations as under:-

Proceedings of the meeting held on 20-6-07 under the Chairmanship of Mrs. Manisha Trighatia, IAS, Additional Chief Administrator (HQ), GMADA in her office room to fix the lease money and to review the policy for allotment of Petrol Pump Sites.

Followings were present:

1. Sh. Rajiv Kapoor, IRS,
Additional Chief Administrator (F & A),
2. Sh. K.K. Kaul,
Chief Town Planner.
3. Sh. Jatinder Mohan,
Divisional Engineer (HQ)

Sh. Subhash Chander Sethi,
Administrative Officer(Admn.)

5. Sh. Inderjit Singh Sethi, Superintendent,
Representative of Additional Chief Administrator, Mohali.

6. Karam Chand, Senior Assistant(Accounts),
PUDA.

Policies of U.T. Chandigarh and HUDA for allotment of petrol pump sites were considered. Views of the officials of the Indian Oil Corporation were also taken. It was brought to the notice of the Committee that in HUDA lease money is calculated as below:-

"Area x 2 times of the rate of institute site fixed for U.E. x 5% P.A. subject to a minimum of Rs. 10,000/-."

However matter was placed before the Finance and Accounts Committee in its 18th meeting held on 15.5.98 vide Agenda Item no. 18.04 with minor modifications as under which was approved by the committee:

"Area x 2 times of the latest highest residential rate fixed for U.E. x 5% P.A. subject to a minimum of Rs. 10,000/-"

This formula was adopted by the PUDA till the year 2000.

Under this formula lease money for one thousand Sq.Yds. site come to Rs. 72,917/-

While approving the agenda item regarding revision of rates of institutional sites wherein the rates for petrol pump sites were proposed 1-1/2 times of the prevailing highest residential reserve price, Hon'ble Chairman had raised some observations on the rates of petrol pump sites which are reproduced as under:-

"Our policy of allotment of sites at reserve price rate has not worked. Even the present proposal of allotment of sites at 150% or 1-1/2 times of the prevailing highest reserve price cannot be successful.

We should adopt a system of allotment of petrol pump sites on lease hold basis to the oil companies. Rates of lease money may be decided in the meeting of Finance and Accounts Committee"

Finance and Accounts Committee in its meeting held on 20.7.2006 vide agenda item No. 51.18. has authorized to the Chairman to decide the rates on file.

Indian Oil Corporation has recommended Rs. 40,000/- as lease money for petrol pump site for SAS Nagar and Rs. 18,000/- for Zirakpur. On inquiry, it was intimated by the Indian Oil Corporation that a site measuring 100x120' has been allotted for petrol pump in sector-44 on the lease money of Rs. 6,37,800/- i.e. Rs39863/- per month for

thousand Sq. Yds. area. Keeping in view the population and land cost in Mohali, it was felt that the lease money should be comparable to that in Chandigarh. It was found appropriate to charge lease as per a modified version of the formula adopted by PUDA as approved by the Finance & Accounts Committee vide agenda item No. 18.04 and to change it to make the lease money comparable to that in Chandigarh. Thus the highest residential rate fixed by for the U.E. is to be multiplied by 1.25 times. Formula and lease money so worked out is as under:-

"Area x 1.25 times of the latest highest residential rate fixed for U.E. x 5% P.A. subject to a minimum of Rs. 10,000/-."

Lease per month comes to Rs. 45573/- for one thousand Sq. Yds. area on the basis of above said formula.

Other conditions of the allotment are recommended as under:-

9. Petrol pump sites shall be allotted in favour of Oil Companies/Government Departments/State Government Undertakings on lease hold basis on the rates calculated by the formula given above. All the private organizations who have got license for Petrol, Diesel and LPG issued by the Ministry of Petroleum and Natural Gas, Govt of India for the purpose shall be treated at par with the other Govt. company, which are being run on commercial lines.
10. If more than one application is received for allotment of particular site, it should be allotted by draw of lots.
11. Initially the lease should be for a period of 15 years which can be extended from time to time on the terms and conditions mutually agreeable to both the parties provided Oil Companies/Government Department/State Government Undertaking is not violating the terms and conditions of the lease and norms fixed by the Ministry of Road Transport and Highways for the access for fuel stations, service stations and rest areas along National Highways vide its letter dated 23.7.03 and amended from time to time.
12. The lease money shall be increased @ 25% after every five years on compound basis.
13. Lease money shall be payable on annual basis in advance. In case of any delay in the payment thereof interest @ 18% per annum on compound basis shall be chargeable.
14. The company shall deposit in advance an interest free security deposit equal to one year's lease money. The security deposit shall liable to be enhanced proportionately as and when lease rent goes up after 5 years.
15. The numbers of filling point shall be installed at the site as per norm fixed by the Ministry of Surface Transport Government of India.
16. Upto 10% of the area can be used for commercial purposes for which additional lease money has to be paid on the basis of formula given below:

"Area under commercial use x 1.25 times of the latest highest residential rate fixed for U.E. x 5% P.A."

It is also proposed to revise the rates for allotment of new petrol pump sites every year during the month of April which shall be applicable during whole of the financial year i.e. up to 31st March of the following year.

A copy of the guidelines issued by the Ministry of Road Transport and Highways is also placed below which should be kept in view and other safety Regulations are to be adhered to while carving out the sites for Petrol Pumps. Existing sites may also be seen if these are confirming to the norms as above.

4.0 These recommendations of the Committee were examined the office and it is proposed to accept all the recommendations of the committee with the following amendments/modifications:-

- i) The allotment shall be made by limited auction within the oil companies and Government/Semi Government Departments instead of by draw of lots as recommended by the Committee.
- ii) Further, the committee has recommended up to 10% area for commercial use for which lease money is to be charged at the double rate of the normal lease. The recommendations of the committee in this regard are reproduced as under:-

Formula and lease money so worked out is as under:-

"Area x 1.25 times of the latest highest residential rate fixed for U.E. x 5% P.A. subject to a minimum of Rs. 10,000/-."

Lease per month comes to Rs. 45573/- for one thousand Sq. Yds. area on the basis of above said formula.

Upto 10% of the area can be used for commercial purposes for which additional lease money has to be paid on the basis of formula given below:

"Area under commercial use x 1.25 times of the latest highest residential rate fixed for U.E. x 5% P.A."

- iii) It was enquired from the HUDA and DDA, if they are charging any additional lease for the area being used for commercial purpose within the petrol pump site. These organization have intimated that they do not charge any additional amount for the commercial area within the petrol pump site. Policy/rates of lease fixed by the Haryana Urban Development Authority and Union Territory Chandigarh for petrol pump sites were collected which are placed at **Annexure I and II** respectively.

- iv) Committee has not recommended any additional rates for the National Highways, State Highways and Scheduled roads. It is proposed to charge 25% additional lease for State Highways/Schedule roads and 50% for National Highways.

Committee has proposed to increase the lease money at the rate of 25% after every five years on compound basis but as per PWD norms circulated vide letter No. 10/44/93-3 B&RIII-2286, dated 15th May, 1996 lease is required to be increased by 5% for the first, 10% for the second year and 25% for the third year. Thereafter again lease shall be increased by 5%, 10% and 25% for the fourth, fifth and sixth year respectively, keeping in view of the lease money of the third year as base. This process shall continue till fifteenth year and thereafter fresh lease shall be fixed as per policy prevalent at that time and lease money and other terms and conditions can be amended accordingly. It is recommended to increase the lease as per PWD norms.

5.0 If the recommendations of the Committee alongwith above proposals are approved, the policy regarding allotment of petrol pump sites shall be as under:-

5.1 The lease for the petrol pump sites shall be fixed as under:-

"Area x 1.25 times of the latest highest residential rate fixed for U.E. x 5% P.A. subject to a minimum of Rs. 10,000/-."

Lease per month comes to Rs. 45573/- for one thousand Sq. Yds. area on the basis of above said formula.

upto 10% of the area can be used for commercial purposes for which lease money has to be paid on the basis of formula given below:

Average reserve price of commercial sites of the Urban Estate x area x 5% per annum.

5.2 Petrol pump sites shall be allotted in favour of Oil Companies/Government Departments/State Government Undertakings on lease hold basis on the rates calculated by the formula given above. All the private organizations who have got license for Petrol, Diesel and LPG issued by the Ministry of Petroleum and Natural Gas, Government of India for the purpose shall be treated at par with the other Govt. company, which are being run on commercial lines.

5.3 If more than one application is received for allotment of particular site, it shall be allotted by limited auction within applicants with the reserve price fixed on the basis of formula given in Para 5.1.

5.4 Initially the lease should be for a period of 15 years which can be extended from time to time on the terms and conditions mutually agreeable to both the parties provided that Oil Companies/Government Department/State Government Undertaking is not violating the terms and conditions of the lease and norms fixed by the Ministry of Road Transport and Highways for the access for fuel stations, service stations and rest areas along National Highways vide its letter dated 23.7.03 and amended from time to time. However, terms and conditions can be suitably amended by the Authority at the time of renewal of lease period.

Lease shall be increased by 5% for the first, 10% for the second year and 25% for the third year. Thereafter again lease shall be increased by 5%, 10% and 25% for the fourth, fifth and sixth year respectively keeping in view of the lease money of the third year as base. This process shall continue till fifteenth year and thereafter fresh lease shall be fixed as per policy prevalent at that time and lease money and other terms and conditions can be amended accordingly.

- 5.6 Lease money shall be payable on annual basis in advance. In case of any delay in the payment thereof interest @ 18% per annum on compound basis shall be chargeable.
- 5.7 The company shall deposit in advance an interest free security deposit equal to one year's lease money. The security deposit shall be liable to be enhanced proportionately as and when lease rent goes up after every year.
- 5.8 The numbers of filling point shall be installed at the site as per norm fixed by the Ministry of Surface Transport Government of India.
- 5.9 In case of site situated on State Highway/Schedules road the lease money may be increased by 25% and in case of National Highway, it may be increased by 50% of the rate so worked out.

Matter is placed before the Executive Committee for consideration and decision.

Sites for petrol pumps, LPG godowns, Kerosene depots etc. and allotment of land to the Govt. Departments/Public Sector Undertakings, Corporations under State/Central Government.

Cabinet in its meeting held on 27/3/1997 decided that all the institutional plots would be allotted by the Authority after inviting applications on the basis of recommendations of the Committee constituted for the purpose headed by Local Administrators. Out the policy regarding allotment of sites for petrol pumps, LPG godowns, kerosene depots etc. and allotment of land to the Government Departments/Public Sector Undertakings, Corporations under State/Central Government was not prescribed.

As per earlier policy the petrol pumps/LPG godowns/kerosene depots sites etc. were being allotted by the Oil Companies on 15 years leasehold basis on the monthly rent for further allotment to their dealers holding authorisation licence etc. with the approval of the Authority. As such, such sites cannot be put to auction as there is only one dealer for a site. It is proposed that the policy being followed earlier may be followed with respect of allotment of such sites with the approval of the Authority. However, the present may be revised as per the following proposals:-

At present, HUDRA is allotting the petrol pump sites on 15 years lease hold basis and the monthly rent

is being worked out on the basis of the following formula :-

1- Total land to be allotted for petrol pump.

Latest price of the above land as prevalent in the

area in which it falls, plus L.L.

3- Total cost (including commercial elements), Area X latest price X 1.2

4- Monthly rent Col. No. 3x2.5 x 1 100x12

or Rs.5000/- whichever is higher.

The rent is for one filling point of petrol and one filling point of diesel and for every additional point of 12 1/2 sq. ft. the ground rent is to be charged extra. The lease period is kept for 15 years and after every 5 years the rent is required to be revised.

Now, it is proposed that the monthly rent may be

revised by increasing the percentage of the cost of plot

from 12.5% to 15% subject to the minimum of Rs. 10,000/- However,

in working out the cost of the plot, the rate of institu-

tioned site, which is uniform in particular urban estate,

may be taken into account instead of actual rate in order

to have uniform rent for the same facility in respect of

particular Urban Estate. However, the monthly rent will

continue to increase on the basis of the location of

the petrol pump as per the existing policy, which is

given as follows :-

1. For sites on the state highways/scheduled roads/rent may be increased by 25% of the rent so worked out.
2. For sites on the national highways the rent may be increased by 50% then the rent so worked out.
3. For all other sites the rent may be fixed as per policy.

Regarding revision of rent after 5 years, it is proposed that rent may be updated after adding interest @ 18% per annum as per policy of the Authority.

For the allotment of LPG godowns and kerosene depots, the latest industrial rates applicable in the Urban Estate is charged as per the existing policy which may remain the same.

In case of allotment of land to Government Departments, Public Sector Undertakings, Corporations, it was being done on the basis of the availability of land but was fixed by the Authority for institutional sites. Since in these cases, the allotment is to be done to the Government Departments/ Undertakings, it is proposed that the earlier policy being followed may be continued with the approval of the Authority.

The matter is placed before the Authority for consideration & decision.

-78-23

(14)

Extract taken from the proceedings of Authority's meeting (70th) held on 23/4/97 under the Chairmanship of Minister, Town & Country Planning Department, Urban Estate Department/Chairman, HUDA in Civil Secretariat, Haryana.

माद नो नो ए-708318

पैट्रीन एम्.एन.पी.जी. गोदाम, मिट्टी के तेल के

डिपोजीट के बिना स्थलों का नियमानुसार व्यवहार/

मार्किंग सेक्टर अंडरटेनिंग तथा रक्षण/अनुसंधान के

कार्योन्मुखी क्षेत्रों में भूमि नियंत्रण करने वाले

प्रतिष्ठानों द्वारा इस मद का अनुमोदन करने दिया गया

- 70 - 24

From: The Finance Secretary,
Chandigarh Administration.

To: The Estate Officer,
Union Territory, Chandigarh.

Memo. No. 11/5/28-UTFI(2)-2001
Chandigarh, dated the _____

Subject: Allotment of Petrol Filling cum Service Station site in Chandigarh
to the Scheduled Caste Category.

It has been decided to allot Petrol Filling cum Service station site measuring 100'x120' in the Commercial belt along Vikas Marg in Sector 44, Chandigarh, to the Indian Oil Corporation Ltd., Indian Oil Bhawan, 3-A, Sector 19-A, Chandigarh, for further allotment to Scheduled Caste Category, on lease hold basis for a period of 15 years, on a monthly lease as per this office letter No. 251-UTFI(3)-96/10048 dated 8.8.96 (copy enclosed), which contains the terms and conditions that apply in such cases. The allotment of Petrol Pump shall also be governed under the provisions of the Chandigarh Lease Hold of Sites & Building Rules, 1973.

You are requested to take further necessary action in the matter accordingly, under intimation to this Administration.

Superintendent Finance-I,
for Finance Secretary,
Chandigarh Administration.

Endst. No. 11/5/28-UTFI(2)-2001 dated, the _____

A copy is forwarded to the Chief Architect & Secretary, Department of Urban Planning, Chandigarh Administration for information and necessary action with reference to his memo No. STP-01/P-7/9898 dated 3.10.2001.

Superintendent Finance-I,
for Finance Secretary,
Chandigarh Administration.

Endst. No. 11/5/28-UTFI(2)-2001 9608 dated, the 4/12/2001

A copy is forwarded to the Deputy General Manager, Indian Oil Corporation Ltd., Indian Oil Bhawan, 3-A, Sector 19-A, Chandigarh, for information with reference to his letter No. C/CDMO.02, dated 24.4.2001

Superintendent Finance-I,
for Finance Secretary,
Chandigarh Administration.

- 2 -

0.251-URFI(3)-96/10050 Chandigarh, dated the 2.8.1996

A copy is forwarded to the Dy. General Manager,
Oil Corporation Ltd., Indian Oil Bhawan, 3-A, Sector 19-A,
Chandigarh for information w.r.t. his letter No. C.O. 10050/96.

Joint Secretary Finance,
Chandigarh Administration

251-UTFI(3)-96/10050 Chandigarh, dated 2.8.1996.

A copy is forwarded to the Dy. General Manager, Oil Corporation Ltd., Indian Oil Bhawan, 3-A, Sector 19-A, Chandigarh for information w.r.t. his letter No. CIO/1996/251.

(Def), dated 2.8.1996.

Joint Secretary Finance,
Finance Secretary,
Administration

Joint Secretary Finance,
for Finance Secretary,
Chandigarh Administration

-72- 76 1

(9)

The Finance Secretary,
Chandigarh Administration.

The Estate Officer,
U.T., Chandigarh.

Memo. No. 251-UTFI(3)-96/ 100/18
Chandigarh, dated the 8/8/96

Subject: Allotment of petrol filling-cum-service station
site in Chandigarh.

It has been decided to allot petrol filling-cum-service site measuring 100'x120' in Sector 34, Chandigarh, to the Indian Oil Corporation Ltd., Indian Oil Bhavan, 3A, Sector 34, Chandigarh, for further allotment to Col. S.S. Pathania, on lease basis for a period of 15 years, on a monthly lease-money/rent calculated as under:-

1. 1% (One per cent) of the cumulative average value of the last auction for commercial sites, multiplied by area of the site, divided by twelve, with a provision of increase by 25% of the lease money/rent on a cumulative basis every 5 years. The usual terms and conditions shall also apply in such cases. The allotment of petrol filling-cum-service station shall also be governed under the provisions of the Chandigarh Hold of Sites & Building Rules, 1973.

You are requested to take further necessary action in the matter accordingly, under intimation to this Administration.

Joint Secretary
for Finance Secretary
Chandigarh Admin.

Memo. No. 251-UTFI(3)-96/ 100/18
Chandigarh, dated the 8/8/96
A copy is forwarded to the Chief Architect, Department of Urban Planning, Chandigarh, for information and necessary action.

Joint Secretary
for Finance Secretary
Chandigarh Admin.

-75-78

Copy forwarded to the Finance Secretary, Chandigarh
11/27/01 - 11/27/01, 11.12.2001.

Dated: 11/27/01

11/11.

11/11.

11066

Assistant Town Planner,
for Chief Architect & Secy.,
Deptt. of Urban Planning,
Chandigarh Administration.

Dated: 11/22/01

Copy forwarded to the Estate Officer, Chandigarh
Administration, for information.

11/11.

11/11.

11067

Assistant Town Planner,
for Chief Architect & Secy.,
Deptt. of Urban Planning,
Chandigarh Administration.

Dated: 11/22/01

Copy alongwith a copy of layout plan forwarded to the
General Manager, Telephone Department, Sector 18-A, Chandigarh
with the request that non-encumbrance certificate in respect of
telephone services may be supplied direct to the Estate Officer
Chandigarh under intimation to this office.

One Plan.

Assistant Town Planner,
for Chief Architect & Secy.,
Deptt. of Urban Planning,
Chandigarh Administration.

(10)

Subject: Allotment of land for Petrol Filling-cum-Service Station at Chandigarh
It has been decided by the Administration to allot
1333.33 sq. yds. (100' x 120') in
Sector 44-C to the Management of Indian Oil Corporation, Indian Oil
as indicated in red on the
enclosed layout plan of Sector 44-C for the construction of Petrol
Filling-cum-Service Station.

You are requested to kindly supply
the plan along with non-encumbrance certificate in respect
of the same at the earliest.

DA/One plan.
Encl: No. 1/106-2
Copy along with a copy of the layout plan forwarded to
Superintending Engineer, Public Health, Municipal Corporation,
Chandigarh, with the request that N.E.C. in respect of public
health services may be supplied direct to the Estate Officer, U.T.
Chandigarh, under intimation to this office.

DA/One plan.
Encl: No. 1/106-3
Copy along with copy of the layout plan forwarded to
Superintending Engineer, Electy. 'Op' Circle, Chandigarh,
with the request that non-encumbrance certificate in respect
of electrical may be supplied to the Estate Officer, U.T. Chandigarh,
under intimation to this office.

DA/One plan.
Encl: No. 1/106-4
Copy along with copy of layout plan is forwarded to the
Executive Engineer, CP Div. No. 2(R), Chandigarh, for information
and further necessary action.

DA/One plan.
Assistant Town Planner,
for Chief Architect & Secy.,
Deptt. of Urban Planning,
Chandigarh Administration.

ਅਜੰਡਾ ਆਈਟਮ ਨੰ: 3.11
(ਅਗਜੈਕਟਿਵ ਕਮੇਟੀ)

ਮਿਤੀ:

ਵਿਸ਼ਾ: ਐਲ ਆਈ ਜੀ. 144 ਬਲਕ ਮਟੀਰੀਅਲ, ਫੇਜ਼-11, ਮਹਾਲੀ ਦੇ ਮਕਾਨਾਂ ਦੀ ਕੀਮਤ ਨਿਰਧਾਰਤ ਕਰਨ ਬਾਰੇ।

ਸਹਿਗੀ ਮਿਲਖ ਮੋਹਾਲੀ ਵਿਖੇ 144 ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਪੁਰਾ/ਗਮਾਡਾ ਵਲੋਂ ਆਪਣੇ ਵਿੱਤੀ ਸਾਧਨਾਂ ਰਾਹੀਂ ਕੀਤੀ ਗਈ ਹੈ ਅਤੇ ਹੁਣ ਇਹ ਮਕਾਨ ਬਣ ਕੇ ਤਿਆਰ ਹੋ ਚੁੱਕੇ ਹਨ। ਇਹਨਾਂ ਮਕਾਨਾਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕੀਤੀ ਜਾਣੀ ਥਾਕੀ ਹੈ।

ਪੁਰਾ ਦੀ ਮੌਜੂਦਾ ਪਾਲਿਸੀ ਜੋ ਕਿ ਗਮਾਡਾ ਵਿੱਚ ਵੀ ਪ੍ਰਚਲਿਤ ਹੈ ਅਨੁਸਾਰ ਇਨ੍ਹਾਂ ਮਕਾਨਾਂ ਦੀ ਕੀਮਤ ਤਿਆਰ ਕੀਤੀ ਗਈ ਹੈ ਜੋ ਕਿ 3,88,200/- ਪ੍ਰਤੀ ਮਕਾਨ ਬਣਦੀ ਹੈ (ਪਹਿਲੀ ਮੰਜਿਲ)। ਇਨ੍ਹਾਂ ਮਕਾਨਾਂ ਦੀ ਮੌਜੂਦਾ ਮਾਰਕੀਟ ਕੀਮਤ ਬਹੁਤ ਜ਼ਿਆਦਾ ਹੈ ਇਸ ਲਈ ਉਕਤ ਕੀਮਤ ਤੇ ਮਕਾਨਾਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕਰਨ ਨਾਲ ਮੁਨਾਫ਼ਾਖੋਰੀ ਵੱਧ ਜਾਣ ਦਾ ਅੰਦੇਸ਼ਾ ਹੈ। ਮਾਰਕੀਟ ਵਿੱਚ ਇਹਨਾਂ ਮਕਾਨਾਂ ਦੀ ਪ੍ਰਚਲਿਤ ਕੀਮਤ 10.00 ਲੱਖ ਰੁਪਏ ਦਾ ਅਨੁਮਾਨ ਹੈ। ਇਸ ਮੁਨਾਫ਼ਾਖੋਰੀ ਨੂੰ ਕੰਟਰੋਲ ਕਰਨ ਲਈ ਇਹ ਤਜਵੀਜ਼ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਮੌਜੂਦਾ ਮਾਰਕੀਟ ਕੀਮਤ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰਖਦਿਆਂ ਹੋਇਆਂ ਗਮਾਡਾ ਵਲੋਂ ਬਲਕ ਮਟੀਰੀਅਲ ਮਾਰਕੀਟ ਵਿਖੇ ਉਸਾਰੇ ਗਏ 144 ਐਲ ਆਈ ਜੀ. ਮਕਾਨਾਂ ਦਾ ਵੇਚ ਮੁੱਲ 8.50 ਲੱਖ ਰੁਪਏ ਕਰ ਦਿੱਤਾ ਜਾਵੇ। ਇਸ ਕੀਮਤ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰਖਦਿਆਂ ਹੋਇਆਂ ਇਹ ਵੀ ਤਜਵੀਜ਼ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਬਿਨੈਕਾਰਾਂ ਵਲੋਂ ਅਰਜ਼ੀ ਦਿੰਦੇ ਸਮੇਂ ਆਮਦਨ ਸੀਮਾ ਵੀ ਖ਼ਤਮ ਕਰ ਦਿੱਤੀ ਜਾਵੇ।

ਅਲਾਟਮੈਂਟ ਦੀਆਂ ਥਾਕੀ ਸ਼ਰਤਾਂ ਜਿਵੇਂ ਕਿ ਗਰਾਉਂਡ ਫਲੋਰ ਦੀ ਕੀਮਤ ਵਿੱਚ 10 % ਦਾ ਵਾਧਾ ਅਤੇ ਦੂਜੀ ਮੰਜਿਲ ਦੀ ਕੀਮਤ ਵਿੱਚ 10 % ਦੀ ਥਾਮੀ, 25 % ਰਕਮ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਜਾਰੀ ਕਰਨ ਤੋਂ ਬਾਅਦ 60 ਦਿਨਾਂ ਦੇ ਅੰਦਰ ਅਤੇ ਥਾਕੀ 75 % ਰਕਮ 13 ਸਾਲਾਂ ਦੀਆਂ ਬਰਾਬਰ ਮਾਸਿਕ ਕਿਸ਼ਤਾਂ ਵਿੱਚ ਸਮੇਤ ਵਿਆਜ ਜਮਾਂ ਕਰਵਾਣੀ ਹੋਵੇਗੀ। ਅਲਾਟੀ ਯਕਮਸ਼ੁਤ ਰਕਮ 60 ਦਿਨਾਂ ਦੇ ਅੰਦਰ ਬਿਨਾਂ ਵਿਆਜ ਜਮਾਂ ਕਰਵਾ ਸਕਦਾ ਹੈ। ਥਾਕੀ ਦੀਆਂ ਸ਼ਰਤਾਂ ਮੌਜੂਦਾ ਪ੍ਰਚਲਿਤ ਪਾਲਿਸੀ ਮੁਤਾਬਕ ਹੀ ਰਹਿਣਗੀਆਂ।

ਇਹ ਮਾਮਲਾ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੇ ਦਫ਼ਤਰ ਵਿੱਚ ਆਉਂਦਾ ਹੈ। ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੀ ਮੌਜੂਦਾ ਉਪਰੰਤ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਸਹਿਮਤੀ ਲੋੜੀਂਦੀ ਹੈ। ਇਹਨਾਂ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਮੁਕੰਮਲ ਹੋਇਆਂ ਕਾਫੀ ਸਮਾਂ ਬੀਤ ਚੁੱਕਾ ਹੈ ਅਤੇ ਗਮਾਡਾ ਦੇ ਫੰਡਜ਼ ਬਲਾਕ ਪਏ ਹਨ, ਕਿਉਂਕਿ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੇ ਸਾਰੇ ਮੈਂਬਰ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੇ ਵੀ ਮੈਂਬਰ ਹਨ, ਇਸ ਲਈ ਇਹ ਮਾਮਲਾ ਸਿੱਧੇ ਤੌਰ ਤੇ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਕੋਲ ਵਿਚਾਰਣ ਅਤੇ ਫੈਸਲੇ ਹਿੱਤ ਰਖਿਆ ਜਾਂਦਾ ਹੈ।

Account Officer
UMADA Mohali

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

AGENDA 3.12

(Executive Committee)

(ACA, Mohali)

Sub: Acquisition of land for Sector-76-80, Urban Estate, SAS Nagar.

1.0 The issue relating to land acquisition of Sector 76 to 80 of Urban Estate, Mohali, has been in the news in the recent past as Supreme Court of India has disposed of a bunch of Civil appeals and special leave petition pending before it regarding the cases pertaining to the land acquisition of Anandgarh Project which has since now been abandoned by the State Govt.

2.0 The State Government vide its notification dated 20.5.1999 had decided to create a New Planning and Development Authority for Anandgarh (NTPDAA) with an objective of setting up of new township. The land acquisition process was initiated to acquire land for this new township by the State Government under the provisions of Land Acquisition Act. Aggrieved with this process of land acquisition, certain petitioners approached the High Court and challenged the State Govt. to acquire the land for the new township on certain grounds inter alia that the provisions of section 56 and 57 of the Punjab Regional and Town Planning and Development Act i.e. PRTPD were not followed. The High Court has decided the Civil Writ Petition against the State Govt. vide its orders dated 28.3.2001. Subsequently, this order of the High Court was challenged by the State Govt. before the High Court by way of filing various civil appeals.

3.0 While the case of Anandgarh was still pending (in the High Court), the High Court stayed the proceedings of land acquisition in the township of Mohali for development of Sector 76 to 80. The notification under section 4 of Land Acquisition Act for acquiring land in Sector 76 to 80 were issued on 21.2.2000 whereas notification under section 6 of the Act was issued on 2.2.2001. This process of land acquisition was also challenged by the land owners before the High Court who stayed the proceedings of land acquisition vide its order dated 30.5.2001. However, the division bench of Punjab and Haryana High Court vide its order dated 10.9.2001 confirmed the stay on dispossession of petitioner qua their land but gave liberty to PUDA to continue with further proceedings subject to the final orders of the Court. The High Court also adjourned the proceedings in these cases sine-die on the ground that the Supreme Court is already seized off the matter in Anandgarh case. It is this order of High Court dated 10.9.2001 that the State Govt. filed an SLP (No. 7946 of 2002) before the

Supreme Court. The orders passed by the High Court dated 10.9.2001 is reproduced below:-

We have heard counsel for the parties at some length.

One of the contentions advances by Sh. G.S. Grewal, Sr. Advocate on behalf of the petitioners is that in view of the restrictions imposed by the Punjab New Capital (Periphery) Control Act, 1952 the acquisition in question is invalid as no construction could be raised within ten miles of the boundaries of the Union Territory Chandigarh. Reference has also been made to the provisions of the Punjab Re-organization Act, 1966. A Single bench judgment of Hon'ble High Court in Sada Singh Vs. The State of Punjab and another AIR 1980 P & H 222 has been cited to contend that the periphery control Act would apply to the Union Territory of Chandigarh after re-organization. What is contended is that the acquisition being in violation of these provisions is bad in law. Reliance in this regard has been placed on a recent Division Bench Judgment of this Court in Sanjeet Singh Grewal and others Vs. The State of Punjab and others 2001 (1) PLR 804. We are informed by the learned counsel for the respondents that the State of Punjab and New Anandgarh Development Authority have filed special leave petitions against this judgment in the Supreme Court where leave has been granted and liberty given to the appellants therein to make a mention for the early hearing of the appeals. Accordingly, the petitioners, one of the issues that is sought to be raised on their behalf is directly covered by the Division Bench Judgment of this Court in Sanjeet Singh Grewal's case (supra) though the learned counsel for the respondents disputes this. We are of the view that in the circumstances of the case, the present writ petition along with other connected petitions should be listed for hearing after the decision of the Supreme Court in Sanjeet Singh Grewal's case (supra).

Adjourned sine die with liberty to either the parties to have the petitions listed for hearing as soon as the judgment of the Supreme Court is pronounced. Meanwhile, the interim order passed on May 30, 2001 staying all further proceedings regarding acquisition of land is modified and it is ordered that the petitioners will not be dispossessed from the land in their possession. We, however, make it clear that it will be open to the respondent to continue with further proceedings which shall be subject to the final orders which may be passed by this court.

4.0 The matter in the Anandgarh case was taken up by the Supreme Court for argument and now vide judgment dated 3.7.2007, the Supreme Court has disposed of all the petitions (Civil Appeal and Anandgarh case and SLP in Sector 76 to 80 of Urban Estate, Mohali have been disposed off).

5.0 The Supreme Court vide its judgment dated 3.7.2007 has upheld the orders of the High Court passed in Anandgarh case. Copy of the judgment is placed at Annexure-A. However, the relevant part of the judgment is reproduced as follows :

"We have, therefore, no hesitation in holding that the declaration of the planning area, a site for a new town, was never validly made by the competent authority after following the prescribed procedure and, therefore, there was in law no validly selected site for a new town, nor a validly declared planning area. Consequently, there was no justification for acquisition of land to set up a new town. The public purpose stated in the impugned notification was non-existent in view of the fact that there was no planning area validly declared by the competent authority for the development of which any land was required. Section 42 which provided for acquisition of land under the provisions of the Land Acquisition Act could not, therefore, be invoked, since Section 42 came into operation only when land was required for the purposes of the authority under the Act of 1995, and not for any other purpose,"

6.0 So far the as the SLP relating to Sector 76 to 80 is concerned the Court has decided as follows :-

"Special Leave Petition (C) NO. 7496 of 2002 is dismissed. The High Court shall now proceed to dispose of the writ petition in accordance with law."

7.0 It implies that the matter relating to land acquisition of Sector 76 to 80 is now to be decided by Punjab and Haryana High Court on merits.

8.0 So far as the issue of distinction of the two cases is concerned i.e. what distinguish the present case of Sector 76 to 80 with Anandgarh case, an opinion has been sought with our standing counsel Mr. Sanjiv Sharma. The opinion of Mr.Sharma is placed at Annexure-B. In addition I have also held meeting with Mr. Ashok Aggarwal who has been representing the Authority before the High Court in these cases. The main points which distinguish the two cases are as follows :-

- (i) In case Anandgarh, the land was acquired by the State Govt. on the request of Authority for a township where as in the present case of Sector

76 to 80, land has been acquired, only for an extension of an already existing Mohall township;

- (ii) In case of Sector 76 to 80 the State Govt. vide its notification dated 19.5.2003 has granted exemption from the applicability of certain provisions of PRTPD Act to the acquisition and development of Sector 76 to 80, though ex post facto. This notification is again under challenge in CWP 29 of 2004. However, this notification was issued after seeking legal opinion from Mr. Venugopal, a senior lawyer in Supreme Court of India. The High Court has also been apprised about this notification and the same has been placed on record of the High Court. If this CWP of 2004 is decided in our favour then there are good chances of remaining CWPs decided in our favour ;
- iii) In addition there are many other arguable points relating to law which may or may not be considered in our favour by the High Court ;
- iv) 93% of the area has already been acquired and possession is also with us in case of Sector 76-80, whereas in Anandgarh case, no piece of land could be acquired ;
- v) Another difference between the two cases that the proposal of carving out sectors 76-80 was under active consideration of the then Housing Board and Country and Town Planning Department, Govt. of Punjab even before the PRTPD Act of 1995 came into operation i.e. 1.7.1995. This is also an arguable point in our favour as there is exemption given under section 183 of the PRTPD Act for certain activities accomplished under the old Act of 1972. However, being a legal issue, it is for the High Court to take a final decision on this.

9.0 With this background the following issues have emerged, a decision on which needs to be taken by the Competent Authority:-

- a) Whether the development works already going in Sector 76 to 80 are to be continued or not;
- b) In case High Court decides the present case against the Authority, may the State Govt. on the request of the GMADA issue fresh notification under section 4 of Land Acquisition Act to acquire the remaining land i.e. 102 acres;
- c) Whether the allotment letters should be issued to the allottees;
- d) What decision is to be taken viz-a-viz the land allotted by the PUDA to some of Institutes in Sector 76-80 which include Radha Swami Satsang Bhawan, Judicial Officers Society, Golden Bells Public School, Rattan Professional Institute, Sohana, S.S. Arya School Sohana.

10.0 On the issue of (a) above, i.e. development works, it is apprised that we have already spent about Rs. 29.00 crores for carrying out various development works in sector 76 to 80. Some of works were even going on presently in Sector 77 and 78, though as per the decision taken in the review meeting held under the Chairmanship of SHUD on 4.7.2007 (after the delivery of the judgment by the Supreme Court in Anandgarh case) the works have been stopped. However, the CE GMADA has pointed out certain implications in case the development works are stopped at this point of time the same are placed at Annexure-C which may kindly be perused. It is also pertinent to mention here that the Legal Advisor i.e. standing counsel Mr. Sanjiv Sharma is of the opinion that completing the on going works would not be without risk since in the event of an adverse decision, all this work and efforts would be put to naught. However, it is apprised that keeping in view that the Authority has already spent about Rs. 120 crore in land acquisition which has been accepted by the land owners accounting for more than 90% of land (approximately) and another Rs. 29.00 crore spent on various development works, it may not be advisable to stop the work at this stage rather same can be continued though after 8.8.2007 i.e. date when the cases are to be taken up by the High Court. In the event of the cases in the High Court decided against the Authority, an option is always available with the State Govt. to issue a fresh notification under section 4 of L.A. Act for acquiring the remaining piece of land i.e. 102 acre approximately. The only implication of this later alternative would be that the Authority will have to compensate at the present rate which could be a substantial amount. This additional cost of land can very well be passed on to allottees after reworking the details.

11.0 It would also be relevant to mention here that in the event of the High Court decision against the Authority, the situation can further be complicated viz-a-viz the land owners who have already accepted the price. This remains to be seen legally as to whether the land owners (of 90% area who have accepted the claim) also claim to take repossession of their land which they have already delivered to the Authority. The legal opinion of the Advocate General of this issue needs to be taken.

12.0 On issuance of the allotment letter, it is apprised that an assurance has been made by the Hon'ble Chief Minister-cum-Minister Incharge on the floor of the houses that allotment letters would be issued. The legal opinion has been sought from the Standing Counsel who keeping in view the recent judgment of the Anandgarh case suggests that the allotment letters may not be issued for the time being.

Matter is placed before the Executive Committee for information, consideration and further advice on the issues raised at (a) to (d) in Para 9 above.

CASE NO.:
Appeal (civil) 5721-5725 of 2001

PETITIONER:
State of Punjab and others

RESPONDENT:
Sanjeet Singh Grewal and others

DATE OF JUDGMENT: 03/07/2007

BENCH:
B.P. SINGH & ALTAMAS KABIR

JUDGMENT:

J U D G M E N T

CIVIL APPEAL NOS. 5721-5725 OF 2001
State of Punjab and others
Versus

.Appellants

Sanjeet Singh Grewal and others
WITH

.Respondents

CIVIL APPEAL NOS. 5727-5731 OF 2001
New Town Planning and Development
Authority for Anandgarh through
Chief Administrator
Versus

.Appellant

The Securities and Exchange
Board of India and others
AND

.Respondents

SPECIAL LEAVE PETITION (C) NO.7946 OF 2002
State of Punjab and others
Versus

.Petitioners

Jasmer Singh and others

.Respondents

B.P.SINGH, J.

1. In this batch of Civil Appeals by Special Leave the common judgment and order of the High Court of Punjab and Haryana at Chandigarh dated March 28, 2001 in Civil Writ Petition Nos. 7291, 8708, 9047, 9143 and 16738 of 2000 has been impugned. Civil Appeal Nos.5721 - 5725 of 2001 have been preferred by the State of Punjab while Civil Appeal Nos.5727- 5731 of 2001 have been preferred by the New Town Planning and Development Authority for Anandgarh. Special Leave Petition No.7946 of 2000 has been preferred against the order of the High Court dated September 10, 2001 in Civil Writ Petition No.7050 of 2001 adjourning the writ petition sine die awaiting the judgment of this Court in the aforesaid Civil Appeals. By this common judgment and order we proceed to dispose of all the appeals before us as also the Special Leave Petition.

2. The facts of the case are not in dispute. The State of Punjab issued Notifications Exhibits P-1 to P-29 dated March 13, 2000 under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as 'the Act') for acquisition of about 9354 acres of land in _____ of the district of Rohtak. The acquisition was proposed to

- 96 -

be made for "a public purpose namely for setting up of new town Anandgarh". Objections were invited against the proposed acquisition. Several writ petitions were filed before the High Court challenging the aforesaid Notifications alleging that the Notifications had been issued in derogation of the provisions of the Punjab Regional and Town Planning and Development Act, 1995 (hereinafter referred to as 'the Act of 1995'). It was stated that to set up a new town, the site had first to be selected by the Board constituted under the Act of 1995. The Board was thereafter required to designate a planning agency. This was not done. The provisions of Sections 56, 57, 58 and 59 of the Act of 1995 were completely ignored. Though the New Town Planning and Development Authority for Anandgarh was constituted by the Government on May 20, 1999 under Section 31 of the Act of 1995, in the absence of a decision of the Board under Sections 56 and 57 of the Act of 1995, the aforesaid Special Town Planning Authority for Anandgarh could not take up the planning and development of the new township. It was alleged that a large number of influential persons including senior bureaucrats had bought land in the area with a view to earn profit since the Government had announced compensation at an exorbitant rate. It was also submitted that the provisions of the Punjab New Capital (Periphery) Control Act, 1952 (hereinafter referred to as 'the Periphery Act') and the rules framed thereunder have been violated. Apart from these legal submissions it was also urged that the site was not suitable for a new town.

3. The appellants (respondents in the writ petitions) contested the writ petitions and submitted that the State Government having taken a decision to set up a new township Anandgarh, and having appointed a Special Planning Authority under Section 31 of the Act, the Board had no role to play in the matter and it was not necessary that the Board should have first selected a site and designated a planning agency before the Special Planning Authority could take any action for planning and development of the new township. It was also submitted that the Periphery Act did not inhibit the State of Punjab from acquiring land in the controlled area under the Periphery Act for the purpose of setting up a township.

4. Having regard to the submissions urged before it the High Court formulated the following questions which fell for its consideration:-

"(i) Are the provisions of the Punjab Regional and Town Planning and Development Act, 1995 applicable to and attracted in the facts and circumstances of the present case?

(ii) If yes, have the provisions of the 1995 Act been followed in the present case? Does the selection of the site for setting up the city of Anandgarh conform to the requirements of the statute?

(iii) Have the respondents acted in violation of the provisions of the Punjab New Capital (Periphery) Control Act, 1952 and the Rules framed thereunder?

(iv) Is the action of the respondents based on extraneous considerations and vitiated by malafides?

(v) Have the petitioners made out a case for interference by this court under article 226 of the

5. The High Court rejected the submission urged on behalf of the State that the Act of 1995, particularly Section 56 thereof, was not applicable when acquisition was made under the Land Acquisition Act, since the two acts operated in two distinct and separate fields, and that the provisions of the Act of 1995 were applicable only when the Master Plan was sought to be implemented without acquisition of land. The High Court held that admittedly the Board under Section 56 of the Act had not selected the site for the new township after considering the objections and suggestions as provided therein, nor did the Government ever consult the Board in the matter. It rejected the argument of the State that the Act of 1995 was applicable only when compensation was not payable. It further held that the Government itself proceeded on the basis that the Act of 1995 was applicable inasmuch as it proceeded to implement its scheme through The New Town Planning and Development Authority for Anandgarh constituted under Section 31 of the Act of 1995 and it was on the recommendation of the aforesaid authority that land was sought to be acquired under Section 42 of the Act of 1995. It therefore held that the Act of 1995 was applicable.

6. Considering the question whether the provisions of the 1995 Act were followed, it noticed the concession made by the State that the matter with regard to the selection of site for the new township was never referred to the Board. The New Town Planning and Development Authority for Anandgarh constituted under Section 31 of the Act had considered three sites and forwarded its recommendation to the Chief Town Planner who after examination of the matter selected the site in question. The matter was placed before the State Cabinet for its approval which was granted on January 12, 2000. On February 24, 2000 the aforesaid development authority requested the State Government to acquire the lands in question and accordingly the Impugned Notifications were issued on March 13, 2000 under Section 4 of the Land Acquisition Act. The High Court after considering the Scheme of the Act upheld the contention urged on behalf of the writ petitioners that only the Board constituted under Section 3 of the Act of 1995 could, in exercise of its authority under Sections 14 and 56 of the Act read with Rule 22, take a decision regarding the selection of the site for a new town. Only thereafter further action could be taken by the State for constituting a Special Agency for the planning and development of the new town under Section 31 of the Act and which Agency could take further action for the said purpose as was considered necessary. The High Court recorded its findings as under:-

"On a cumulative consideration of the provisions of the Act, it appears clear to us that the act entrusts the task of selecting the site for a new town to the Board. Thereafter, a Master Plan has to be prepared in accordance with the prescribed procedure. After the Master Plan is ready, the government is competent to constitute a special agency for the planning and development of the new town. At the asking of this authority, the government can proceed to acquire the land. Thus despite the provision for the constitution of a Special Authority, the Board cannot be by-passed. The selection of site is the job assigned to the

-88-

associate experts. It can get assistance from others".

7. Accordingly, the High Court held that the State action did not conform to the requirements of the Act of 1995 and thus could not be sustained.

8. The High Court held that the provisions of the Periphery Act, 1952 had also been violated. It concluded that though Section 10 did not affect the power of the Government or any other authority to acquire land in the controlled area under any other law for the time being in force, yet the bar contained in Section 5 prohibited the erection of buildings or making of roads even under the garb of establishing a new town without permission of the competent authority under the Periphery Act. No such permission had been taken by the Government and yet the land was sought to be acquired for the purpose of setting up a new town. On the question of mala fide the High Court did not record a categorical finding and gave to the State the benefit of doubt.

9. Lastly, the High Court held that in the facts and circumstances of the case the writ petitioners were entitled to relief under Article 226 of the Constitution of India.

10. In the end the High Court recorded its conclusions in the following words:-

"(i) Nature is beautiful. But it demands obedience to its ordinances. When violated, the earth erupts and we have earthquakes. Man cannot continue to 'pick nature's pocket'. He cannot raise multi-storeyed monsters of steel and cement at every place. All places cannot be suitable for a new city.

(ii) Recognising the need for a multi-disciplinary consideration, the legislature had enacted the "Punjab Regional and Town Planning and Development Act, 1995" and provided for the constitution of the Board and other Authorities. The Board consists of persons who have knowledge or experience in the fields of engineering, housing, town planning and urban development. It can associate others for the efficient performance of its onerous functions.

(iii) While embarking upon the project of the new town 'Anandgarh', the State has not shown even a scant regard for the salutary provisions of the statute. It has acted against the express letter and spirit of the Act. It has not allowed the Board to perform its functions. In particular, it has not let the Board 'select the site' for the new city. It has acted in contravention of the statute.

(iv) In the process, the government has deprived the citizen of the opportunity to put forth the objections/ suggestions and denied itself the benefit of good advice.

(v) The mere fact that the government finds the procedure prescribed by the Act and the Rules to be

cannot be a ground to avoid obedience to the provisions of law. The courts cannot allow 'time' taken in complying with the provisions to become the graveyard of good laws or peoples' rights.

(vi) The State government has also failed to consider the objections raised and the relevant suggestions made by the Union Ministries of Defence and Urban Development. Its action is likely to finish the farms and farmers who live in the periphery of Chandigarh.

(vii) The State government has proceeded to acquire land without obtaining permission from the competent authority under the provisions of the Punjab New Capital (Periphery) Control Act, 1952 and the Rules. Thus, it has proceeded to acquire land without being entitled to raise any construction or even lay any roads. The entire proceedings can prove to be an exercise in futility.

(viii) The courts do not count heads. The mere fact that the petitioners are few in number or that their holdings are small is no ground to deny them the relief as prayed for in these petitions. Even the poor are the God's children.

(ix) There is a suspicion surrounding the action of the State Government in acquiring the land. There is a smell. But not a stink. Suspicion is not enough to uphold the plea of mala fides. Thus, the respondents are entitled to a benefit of doubt when the entire acquisition is challenged on the ground of extraneous considerations.

(x) The State is undoubtedly trying to keep its head up and the expenses down. However, its ability to gather the resources to pay for the land and to develop it, is extremely suspect and its wisdom doubtful.

11. The High Court therefore struck down the impugned Notifications issued under Section 4 of the Land Acquisition Act and allowed the writ petitions.

12. The learned Advocate General for the State of Punjab assailing the impugned judgment and order of the High Court submitted that the High Court committed a basic error in coming to the conclusion that it was only the Board constituted under Section 3 of the Act of 1995 which could select the site for a new town and take all necessary action in connection therewith, and further that the selection of a site could be challenged by any person not necessarily an owner of land sought to be acquired. He took us to the scheme of the Act of 1995 as also some provisions of the Periphery Act. He described the Act of 1995 as a futuristic legislation providing for modern planning and urban development with multi level institutions. According to him Section 14 of the Act which laid down the functions of the Board did not mandate that the site of a new town must be selected. In fact there was no other provision in the Act

Government to decide where the new township should be located & the State Government was not compelled to confine its choice to locations selected by any other authority under the Act. The State Government is not required mandatorily to entrust the duty of selection of the site of a new town to the Board. In fact under Section 28 of the Act the State Government or the Board may entrust any of the authorities to do any work for carrying out the purposes of the Act. The powers that could be entrusted to the PUDA under Section 28 of the Act by the State Government and the Board could also be entrusted to the New Town Planning and Development Authority constituted under Section 31 of the Act. Indeed the State Government had constituted the New Town Planning and Development Authority for Anandgarh under Section 31 of the Act and therefore it was for the said Town Planning and Development Authority to select the site and to plan and develop the new township. For this purpose it could request the State Government to acquire lands as provided in Section 42 of the Act. He further emphasized that the power of the Board was only advisory in nature. The State Government could entrust any work to any of the authorities under the Act. Power of the State was not fettered even in the matter of selection of site and planning and development of a new township. The Town Planning and Development Authority for Anandgarh was actually entrusted to do all this and there was, therefore, no need for the Board to be called upon to select the site and take other steps. In fact the New Town Planning and Development Authority for Anandgarh was constituted under Section 31 of the Act of 1995 on May 20, 1999 which recommended the acquisition of the lands in question pursuant to which Notifications were issued under Section 4 of the Land Acquisition Act on March 13, 2000.

13. Shri Sanjiv Sharma, learned Additional Advocate General, in his supplementing arguments submitted that since the functions of PUDA under Section 28 of the Act could be entrusted to the Special Urban Planning and Development Authority constituted under Section 29 and the New Town Planning and Development Authority under Section 31 of the Act of 1995, the Board constituted under Section 3 of the Act did not come into the picture at all. He also emphasized the fact that the challenge was to the Notifications issued under Section 4 of the Land Acquisition Act asking not for a writ of mandamus but for quashing the Notifications on the ground that there existed no valid and legal public purpose for which the acquisition was purported to be made. According to him the scheme of the Act left no room for doubt that the powers of the State Government were wide enough to include selection of the site for a new town. Indeed the Board had no mechanism for selecting an appropriate site for a new town and, therefore, the State Government followed the route of Sections 28, 38 and 42 of the Act of 1995 i.e. by conferring on the New Town Planning and Development Authority constituted under Section 31 of the Act the powers and functions of PUDA under section 28 of the Act, and then acquiring the land on the recommendation of the New Town Planning and Development Authority under Section 42 of the Act of 1995. He further submitted that if the High Court was right in its opinion the State would be compelled to first move the Board for the purpose of selection of site. This was wholly unnecessary because in all cases the sanctioning authority being the State, its powers and authority must be interpreted in that larger perspective. He also submitted that there was no requirement in law that a detailed plan complete in all respects must precede the acquisition under the Land Acquisition Act. He also

-91-

submitted that the State was not inhibited from acquiring lands which came within the controlled area under the Periphery Act, and this was made explicit by Section 10 of the Periphery Act.

14. Mr. Vikas Singh, learned Additional Solicitor General, appearing for PUDA in SLP) No. 7946 of 2002 submitted that the High Court adjourned the matter sine die awaiting the judgment of this Court in view of the fact that it found certain common questions arising in the Writ Petition. However, he also made his submission on merit since the principles laid down in this batch of appeals may apply to the matter pending before the High Court. According to him the acquisition is sought to be made under the Land Acquisition Act. Section 56 does not at all contemplate compulsory acquisition. The High Court proceeded on the erroneous basis that the scheme should first be formulated and only thereafter the acquisition of land could be made. This completely ignored the State's power of eminent domain. The State is not denuded of its power to acquire land merely because under the scheme of some other Act a Board is constituted to select the site for setting up a new town. He referred to the Scheme of Chapter XI of the Act of 1995 and submitted that the State may be compelled to acquire land under Section 84 of the Act. In this connection he also referred to Section 71(3)(f) of the Act of 1995 which provides that the Draft Comprehensive Master Plan may designate land subject to acquisition for any public purpose. He, therefore, submitted that the power of eminent domain under the Land Acquisition Act cannot be curtailed by the Act of 1995 or any other Act. According to him after the selection of site for a new town under Section 56 of the Act of 1995 there is no provision for compulsory acquisition of land. The site may be selected by the State as well as by the Board constituted under Section 3 of the Act of 1995. Where the compulsory acquisition route is followed the only procedure for acquisition is the one under the Land Acquisition Act. He buttressed his submission by emphasizing that in case the Board did not act to select the site, the State will be rendered powerless. The price of land may go up to such an extent that it may become practically impossible to acquire land for the said purpose. He also cited authorities in support of his submissions which we shall consider later in this judgment.

15. Mr. J.S. Grewal, learned Senior Counsel, appearing on behalf of the respondents referred to the background in which the Act of 1995 was enacted. He submitted that under the old Punjab Housing Development Board Act 1952 the Board did not include any Minister or public figure. The Board consisted of officials of the State Government. Under the Act of 1995 the Board is a high power Board presided over by the Chief Minister of the State. He submitted that the planning area as well as the planning agency has to be declared and designated by the Board. The Board has a very vital role to play since it is the apex authority under the Act. He submitted that if any land is to be acquired under the Act of 1995, that must be done in accordance with the procedure laid down for that purpose in the Act. He, therefore, submitted that when any land is acquired for the purpose of any authority under the Act of 1995, the State Government may at the request of the authority concerned proceed to acquire land under the provisions of the Land Acquisition Act. On payment by the authority of compensation awarded under the Land Acquisition Act and of any other charges incurred in acquiring the land, the land shall vest in the authority. He emphasised the overriding effect of the Act of 1995 and referred to Section 179 thereof. He contended that for

1995 and, therefore, the provisions of the special Act must be scrupulously followed. He did not dispute the State's power of eminent domain and submitted that in appropriate cases the State may acquire lands for public purposes. However, if the land has to be acquired under Section 42 of the Act of 1995 it must be acquired for the purpose of the authority under the Act. If the land is to be acquired to set up a new town as stated in the impugned notifications the site must be selected in accordance with the provisions of the Act of 1995. He did not dispute that if the Government proposes to acquire any land under the Land Acquisition Act for any purpose not covered by the Act of 1995, the provisions thereof will not be attracted. In the instant case, he submitted that the site was in fact selected by the New Town Planning Development Authority constituted under Section 31 of the Act and not by the Board. This was clearly contrary to the provisions of Section 56 which in terms provided that it was the Board which was authorized to declare its intention by issuance of Notification in the Official Gazette to specify any area in the State to be a regional planning area, a local planning area or the site for a new town. Thereafter it was again the Board which could designate the planning agency for that area for the purpose of performance of the functions assigned to it. Thus, so far as the selection of site for a new town is concerned, the site has to be identified by the Board and after hearing objections the Board could declare the site for a new town. He further drew a distinction between the selection of a site for a new town, and preparation of plans for development of the selected site. The planning may be entrusted by the Board to any of the authorities under the Act who may be called upon by the State Government or the Board to take up the work in connection with the preparation and implementation of regional plans, master plans, new township plans, schemes etc. According to him, before any of the authorities could be called upon to do so, in the case of setting up of a new town, the existence of a selected site was a precondition because no development could take place unless the site was first selected. He, therefore, fully supported the findings of the High Court and submitted that in the absence of a validly selected site for a new township by the Board, no planning and development work could be entrusted to any of the authorities under the Act. The selection of site which amounted to declaration of a planning area was entrusted to the Board under Section 56 of the Act and the authority constituted under Section 31 for the development of the township could not be entrusted with the task of selecting the site and declaring a planning area.

16. To appreciate the submissions urged on behalf of the parties it is necessary to notice some of the salient provisions of the Act of 1996. The Act purports to be:-

"An Act to make provision for better planning and regulating the development and use of land in Planning areas delineated for that purpose, for preparation of Regional Plans and Master Plans and Implementation thereof; for the constitution of a State Regional and Town Planning and Development Board, for guiding and directing the planning and development processes in the State; for the constitution of a State Urban Planning and Development Authority. Special Urban Planning and Development Authorities and New Town Planning and Development Authorities, for the effective and planned development of planning areas; and for

programmes and schemes for establishing new towns, and for matters connected therewith or incidental thereto".

"Authority" has been defined as follows :-

2(d) "Authority" means the Punjab Urban Planning and Development Authority constituted under Section 17 or a Special Urban Planning and Development Authority constituted under Section 29 or a New Town Planning and Development Authority constituted under Section 31."

Sections 2(za) and 2(zb) define the "planning agency" and the "planning area":-

"2(za) "Planning Agency" means the Punjab Urban Planning and Development Authority, a Special Urban Planning and Development Authority, a New Town Planning and Development Authority, a local authority or the Town and Country Planning Wing of the Department of Housing and Urban Development, designated as such by the Board under Section 57 of this Act for a planning area.

2(zb) "planning area" means a regional planning area, a local planning area or a site for a new town declared as such under Section 56 of this Act."

17. The Punjab Regional and Town Planning and Development Board is established under Section 3 of the Act of 1995. Section 3 reads as under:-

"3. Establishment of the Board. As soon as may be, after the commencement of this Act, the State Government shall, by notification in the Official Gazette, establish for the purposes of carrying out the functions assigned to it under this Act, a Board to be called the Punjab Regional and Town Planning and Development Board".

18. Section 4 provides for the constitution of the Board which shall consist of a Chairman, Vice Chairman, a Member Secretary, not more than 12 ex officio members to be nominated by the State Government from amongst the Ministers including the Minister-in-charge of Housing and Urban Development and Local Government and the Secretaries to Government of Punjab etc. and not more than three non-official members to be nominated by the State Government. The Chief Minister of Punjab and the Minister-in-Charge of Housing and Urban Development shall be respectively the Chairman and the Vice-Chairman of the Board. The functions of the Board are contained in Section 14 which provides as under :-

"14. Functions of the Board:- (1) Subject to the provisions of the Act and rules framed thereunder, the functions of the Board shall be to advise the State

agencies, with respect to matters relating to the planning, development and use of urban and rural land in the State, and to perform such other functions as the State Government, from time to time, assign to it."

(2) In particular and without prejudice to the generality of the foregoing provisions, the Board may and shall, if required by the State Government -

(a) determine the regions, cities, towns, or a part of a city or a site for new town or preparation of Regional Plans or Master Plans ;

(b) direct the preparation of Regional Plans or Master Plans or other documents necessary therefor to be prepared by any of the Planning Agencies ;

(c) undertake, direct or advise on all matters pertaining to the coordination in the planning and implementation of physical development programme ;

(d) collect, maintain and publish statistics and monographs on regional and town planning and perform any other functions which are supplemental, incidental or consequential to any of the functions referred to in this sub-section or which may be prescribed."

19. It would thus be seen that the Board constituted under Section 3 of the Act is a high-powered authority with the Chief Minister at its head. It is no doubt true that the Board may be called upon by the State Government to do certain things as are enumerated in sub-section (2) of Section 14, but it is equally true that even without the directions of the State Government the Board may itself perform those functions. Section 14 does say that the functions of the Board shall be to advise the State Government and to guide and direct the planning agencies and to perform such other functions as the State Government, from time to time, assign to it. This, however, should not lead to the conclusion that the Board, a statutory authority, can be ignored by the State Government altogether. It may be that the advice

tendered by the Board may not be acceptable to the State Government,

but that is quite different from suggesting that having regard to the overriding powers of the State Government the Board may not be consulted at all even with regard to the matters and functions which it is required to perform under the Act. It is also worth noticing that the matters referred to in Clause (a) include the determination by the Board of a site for new town. While the Board may under Clause (b) direct the other planning agencies to prepare the Regional Plans or Master Plans, determination of a site for new town cannot be delegated by the Board to the planning agencies. The functions to be performed by the Board as enumerated in Section 14 are not exhaustive, and cannot be, by the very nature of the functions to be performed by the Board. Section 14 should not be read in isolation.

- 95 -

powers and authority of the Board, and one such provision is Section 56 of the Act. It is useful at this stage to notice the provisions of Sections 56 and 57, which are as under:-

"56. Declaration of Planning Areas." (1) The Board may, from time to time, by notification in the Official Gazette, declare its intention to specify any area in the State to be a regional planning area, a local planning area or the site for a new town (hereinafter referred to as the planning area).

(2) Before making the declaration under sub-section (1) the Board may take into consideration such matters as may be prescribed.

(3) Every notification published under sub-section (1) shall define the limits of the area to which it relates.

(4) Any person including representative of a Department of the State Government or the Central Government or a local authority or any other Institution may, within sixty days from the date of the publication of the notification under sub-section (1), submit any objections or suggestions in writing relating to anything contained in that notification, to the Board and the Board shall consider all such objections and suggestions.

(5) After the expiry of two months from the date of publication of the notification under sub-section (1) and after considering objections and suggestions, if any, received under sub-section (4), the Board may, by notification in the Official Gazette -

(a) declare the area with or without any modification to be a regional planning area, a local planning area or a site for a new town, as the case may be; and

(b) specify the name of the regional planning area or the local planning area or a site for the new town, as the case may be.

(6) Except in such class or category of cases which the Board may in its regulation exempt and except in the case of operational construction or construction in any area comprised in abadi-deh of any village falling inside its lal jakir or phirni, no person shall, on or after publication of public notice under sub-section (5) and till the date the Regional Plan or the Master Plan comes into operation under Section 64 or under Section 75, as the case may be, institute or change the use of land for any purpose or carry out any development in respect of any land without the previous permission of the Competent Authority and the provisions of Sections 67 and 68 mutatis mutandis shall apply to the grant of such permission.

-96-

as laid down in this section, alter the limits of any regional planning area, local planning area or the site for a new town.

57. Designation of Planning Agencies. As soon as may be after declaration of a regional planning area, a local planning area or a site for new town, the Board may for the purpose of the performance of the functions assigned to it, designate planning agency for that area.

Provided that more than one planning agencies may be designated to perform different functions."

20. A mere perusal of these provisions amply clarifies that the Board has been authorized to declare its intention to specify any area in the State :-

- (i) to be a regional planning area ;
- (ii) a local planning area ; and
- (ii) a site for a new town.

An area so specified is referred to as "the planning area". Thus what applies to a planning area such as a site for a new town, also applies to a regional planning area or a local planning area. The planning area undoubtedly has to be declared by the Board after following the procedure laid down in Section 56. Before making a declaration of its intention to specify a planning area under sub-section (1) the Board has to consider such matters as may be prescribed under the rules. The limits of the specified area have to be clearly defined and a Notification published in the Official Gazette declaring the intention of the Board to specify a planning area. Under sub-section (4) of Section 56 objections and/or suggestions may be made which have to be considered by the Board, whereafter the Board may by Notification in the Official Gazette declare the area with or without any modification to be a regional planning area, a local planning area or a site for a new town, as the case may be. It is further required to specify the name of the planning area so declared. Having done so, the Board is required to designate the planning agency for that area for the purpose of performance of the functions assigned to it.

21. On a perusal of Sections 56 and 57 of the Act of 1995 we entertain no doubt that it is the Board which has to, by Notification in the Official Gazette, specify an area as a regional planning area, a local planning area or a site for a new town clearly defining the limits of the area. After considering the objections and suggestions that may be received by it the Board may with or without modifications declare the area to be a planning area by Notification in the Official Gazette, and thereafter appoint a planning agency for performance of the functions related thereto. No provision of the Act has been shown to us which authorizes any other agency or authority under the Act to declare a planning area which includes the site for a new town. This function has to be performed only by the Board and that too after entertaining objections and suggestions and considering them in accordance with the Act and the Rules. Not only individuals but even representatives of the departments of the State Government or the Central Government or a local authority or any other institution may submit its objections or suggestions relating to anything contained in

township, the first step to be taken by the Board is to declare a planning area viz. select a site for the new town after entertaining objections and considering the same. Thereafter the Board may designate the planning agency for the purposes of performance of the functions assigned to it. There is nothing in Sections 56 and 57 which can persuade us to hold that the planning agency itself may select the site for a new town. This would become apparent after we consider some of the other provisions of the Act.

22. Section 17 provides for the establishment and constitution of the Authority to be known as the Punjab Urban Planning and Development Authority (PUDA for short). The authority is a body corporate as well as a local authority. The Minister-in-Charge of Housing and Urban Development is its Chairman. The functions of the authority are enumerated in Section 28 which reads as follows :-

28. Objects and functions of the Authority (1) The objects of the Authority shall be to promote and secure better planning and development of any area of the State and for that purpose the Authority shall have the powers to acquire by way of purchase, transfer, exchange or gift or to hold, manage, plan develop and mortgage or otherwise dispose of land or other property or to carry out itself or in collaboration with any other agency or through any other agency on its behalf, building, engineering, mining and other operations to execute works in connection with supply of water, disposal of sewerage, control of pollution and other services and amenities and generally to do anything with the prior approval or on direction of the State Government, for carrying out the purposes of this Act.

(2) In particular and without prejudice to the generality of the foregoing provisions, the Authority itself or in collaboration with any other agency or through any other agency on its behalf. -

(i) if so required by the State Government or the Board, take up the works in connection with the preparation and implementation of Regional Plans, Master Plans and New Township Plans, and town improvement schemes;

(ii) undertake the work relating to the amenities and services to be provided in the urban areas, urban estates, promotion of urban development as well as construction of houses,

(iii) promote research, development of new techniques of planning, land development and house construction and manufacture of building material;

(iv) promote companies, associations and other bodies for carrying out the purposes of the Act; and

-98-

supplemental, incidental or consequential to any of the functions referred to in this sub-section or which may be prescribed"

23. Clause (1) of sub-section (2) of Section 28 is significant. It provides that the State Government or the Board may require the authority (PUDA) to take up the works in connection with the preparation and implementation of Regional Plans, Master Plans and New Township Plans, and town improvement schemes. It does not empower PUDA to declare the site for a new town as a planning area though it is authorized to prepare and implement new township plans. It can, therefore, be safely concluded that after a site for a new town is selected by the Board and declared as a planning area in exercise of its powers under Section 56 of the Act, the authority designated as the planning agency for that area, can take up the works in connection with the preparation and implementation of new township plans.

24. Section 29 provides for the constitution of Special Urban Planning and Development Authorities. The Special Authority is constituted if the State Government is of the opinion that the object of proper development of any area or group of areas together with such adjacent areas as may be considered necessary will be best served by entrusting the work of development or redevelopment thereto to a Special Authority, instead of PUDA. Where the State Government is so satisfied it may, by Notification, constitute such a Special Authority for that area and thereupon, all the powers and functions of PUDA relating to development and redevelopment of that area under the Act shall be exercised and performed by the Special Authority so constituted. Section 29, therefore, enables the State Government to constitute a Special Urban Planning and Development Authority for the proper development of an area or a group of areas. The Special Authority so constituted has all the powers of PUDA relating to development and redevelopment of that area.

25. Under Section 30 it is also open to the State Government to designate a local authority as Special Urban Planning and Development Authority and confer upon it all the powers and functions of PUDA.

26. Apart from PUDA and Special Urban Planning and Development Authority, Section 31 provides for the constitution of a special authority described as the New Town Planning and Development Authority. Section 31 reads as follows :-

31. "New Town Planning and Development Authority: (1) Where the State Government is of opinion that object of proper planning and development of a site of a new town will be best served by entrusting the work of development thereof to a Special Authority, instead to the Punjab Urban Planning Authority, it may, by notification, constitute a Special Authority for that site to be called the New Town Planning and Development Authority and thereupon, all the powers and the functions of the Punjab Urban Planning and Development Authority relating to the development of that site of the new town under this Act shall be exercised and performed by such New Town Planning and Development Authority.

(2) A New Town Planning and Development Authority constituted under sub-section (1), shall be a body corporate as well as local authority by the name aforesaid having perpetual succession and a common seal, with power to acquire, hold and dispose of property, both movable and immovable and to contract, and by the said name sue and be sued.

(3) A New Town Planning and Development Authority will consist of the following members, namely :-

(I) a Chairman,

(II) a Chief Administrator who shall be appointed amongst the officers of the Government of Punjab having such qualifications and experience as may be prescribed; and

(III) other members not exceeding ten to be appointed by the State Government.

(4) The provisions of this shall mutatis mutandis apply to a New Town Planning and Development authority as they apply in relation to the Punjab Urban Planning and Development Authority, with the modification that references to the Punjab Urban Planning and Development Authority shall be construed as references to a New Town Planning and Development Authority".

27. It is under this provision that the State Government proceeded to constitute the New Town Planning and Development Authority for Anandgarh on May 20, 1999. A reading of the provision clarifies that the New Town Planning and Development Authority is constituted with the object of proper planning and development of a site for new town. It is with this in view that Section 32 entrusts the New Town Planning and Development Authority with the duty to plan and develop the site of a new town. It is for this purpose that all the powers and functions of PUDA relating to the development of the site of a new town are to be exercised and performed by the said New Town Planning and Development Authority. The fact that it is entrusted with the task of proper planning and development of a site of a new town itself pre-supposes the existence of a selected site. Neither the PUDA nor the authority constituted under Section 17 nor the New Town Planning and Development Authority constituted under Section 31 is vested with the power to declare a planning area such as a site of a new town. On the other hand Section 56 clearly vests the power to declare a planning area in the Board, and the site of a new town is one such planning area, apart from regional planning area and local planning area. This has to be done, as we have earlier noticed, after considering the objections to the Notification declaring an intention to specify an area as a site for a new town defining its limits. Sub-section (e) of Section 56 mandates that every Notification declaring the Board's intention to specify an area as the site for a new town must define the limits of the area to which it relates. Obviously, therefore, the Notification issued under sub-section (1) of Section 56 declaring the intention of the

limits of the area to which it relates meaning thereby that the must while declaring its intention to specify an area as a planning area and give all the necessary particulars as required under sub-section 56 of the Act of 1995, and consider the objections thereto. From the very provisions of Section 56 thereof, there can be no doubt that the planning area has to be declared by the Board with specificity and only after considering the objections and suggestions made. One of the authorities may be entrusted with the task of planning and developing that area which may involve preparation of master plans, zonal plans etc. The role of a planning agency commences only after a planning area is declared by the Board.

28. Having considered some of the important provisions of the Act of 1995 we shall now consider the submission urged on behalf of the appellants that the provisions of the Act of 1995 were not at all applicable to the acquisition in question. This submission must be rejected. It is not disputed that the land was sought to be acquired for setting up a new town. Admittedly, the impugned Notifications were issued at the behest of the Special Planning Agency constituted under Section 31 of the Act of 1995 invoking Section 42 of the Act which provides for acquisition of land for the purposes of the authority under the Act. The State Government exercising its power under Section 31 of the Act of 1995 constituted the New Town Planning and Development Authority, Anandgarh. It was this authority which made its recommendation to the State Government which was approved by the State Government. For the acquisition Section 42 of the Act of 1995 was invoked. In this factual background it is futile to contend that the provisions of Act of 1995 are not applicable to the acquisition in question. We agree with the High Court that the provisions of the Act of 1995 are clearly attracted to the acquisition in question, since the acquisition was for planning and development of a planning area under the Act of 1995.

29. We may also consider the submissions urged by the learned Additional Solicitor General at this stage. He submitted that the acquisition was sought to be made under the provisions of the Land Acquisition Act. According to him Section 56 of the Act of 1995 does not contemplate compulsory acquisition of land. The submission overlooks the fact that the various schemes contemplated by the Act of 1995 may, for their implementation, involve acquisition of land. It may be that some of the schemes within the contemplation of the Act of 1995 may not involve acquisition of land. This, however, does not justify the very wide submission that no acquisition of land is at all contemplated in connection with schemes declared under Section 56 of the Act. Depending on the nature of scheme framed for implementation, the planning authority may require land for its purposes and may, therefore, request the Government to invoke Section 42 of the Act which provides for acquisition of land for the purposes of the authority under the Act applying the provisions of the Land Acquisition Act. In this case admittedly the Planning Authority constituted under Section 31 of the Act requested the Government to acquire the lands in question by invoking Section 42 of the Act, for the purpose of setting up a new town, Anandgarh. The Scheme with which we are concerned in the instant case, therefore did involve acquisition of land and the Government did in fact issue the impugned Notifications for acquisition of land for the purposes of the aforesaid New Town Scheme.

that the High Court proceeded on the erroneous basis that a Scheme should first be formulated in detail before acquisition of land. We do not find that the High Court has committed such error. The High Court did not hold the acquisition to be bad on the ground that a detailed scheme had not been prepared, but on the ground that there was no valid scheme at all, and consequently no valid public purpose justifying the acquisition.

31. It was then contended that the State in exercise of its power of eminent domain may acquire lands under Section 4 of the Land Acquisition Act and it is not denuded of its power to acquire land merely because under the Scheme of some other Act a certain procedure had been prescribed for acquisition of land. In the facts of this case we are not persuaded to accept this submission. In the instant case, the lands were sought to be acquired for the purpose of implementation of a New Town Scheme and, therefore, the procedure laid down in the Act of 1995 had to be followed. The learned Additional Solicitor General submitted that if this be the correct legal position the State may be powerless in case the Board under the Act of 1995 did not select a site for a new town. This submission also has no force because under sub-section (2) of Section 14 of the Act of 1995, if required by the State Government the Board is bound to select a site for a new town. In the instant case, the State never called upon the Board to select a site, and instead a New Town Planning and Development Authority was constituted under Section 31 of the Act which arrogated to itself the powers and functions of the Board to select a site and make a recommendation to the State Government.

32. Reliance was placed on the decision of this Court in *Gandhi Grah Nirman Sahkari Samiti Ltd. & Others Vs. State of Rajasthan and Others* : (1993) 2 SCC 662. In that case this Court considered Section 52 of the Rajasthan Urban Improvement Act, 1959 which provided for compulsory acquisition of land. The submission urged before this Court was that the framing of a scheme by the Trust under Chapter V of the Act was a sine qua non for invoking the provisions of Section 52 of the Act. The State Government had no authority to acquire land under Section 52 of the Act unless the same was required for the execution of a scheme framed and sanctioned under Chapter V of the Act. This Court noticed the crux of the argument that the improvement in the urban area could only be carried

out by executing the scheme framed under the Act and in no other way. This Court repelled the submission in the following words:-

"Under the scheme of the Act the improvement of the urban area can be undertaken by the Trust and also by any of the departments of the Government. The framing of the scheme becomes mandatory only when the work is undertaken by the Trust. The State Government, in any of its departments, may decide to develop the urban area under the Act and in that case it would not be necessary for the Government to have a scheme framed under Chapter V of the Act. The power of the State Government to acquire land under the Act has been designed to meet the scheme of the Act. Under Section 52 of the Act the land can be acquired by the State Government at the instance of the Trust, or a department of the Government or any prescribed authority. The plain language of Section 52(1) of the Act negates the contention raised by Mr. Shanti Bhushan. Where on a representation from the

Trust or otherwise it appears to the State Government that any land is required for the purpose of improvement or for any other purpose under the Act it can acquire such land by issuing a notification under Section 52(1) of the Act. It is, thus, clear that the State Government has the power to acquire land either for the execution of the schemes framed by the Trust under Chapter V of the Act or for any other public purpose under the Act".

It will thus be seen that the decision rests on the interpretation of Section 52 of the Rajasthan Act which provided that the State Government may acquire land on a representation from the Trust, or even otherwise, if it appeared to the State Government that the land was required for the purpose of improvement or for any other purpose under the Act. So far as Section 42 of the Act of 1995 is concerned it provides as under:-

"42. Acquisition of Land.- (1) When any land other than the land owned by the Central Government is required for the purposes of the Authority under this Act, the State Government may, at the request of the Authority, proceed to acquire it under the provisions of Land Acquisition Act, 1894, and on payment by the Authority of the compensation awarded under that Act and of any other charges incurred in acquiring the land, the land shall vest in the Authority.

(2) For the purposes of the Land Acquisition Act, 1894, and any other law for the time being in force, the Authority shall be deemed to be a local authority."

The acquisition of land by invoking Section 42 is permitted only if a request is made by the authority to do so for purposes of the authority under this Act. The important words "or otherwise" found in the Rajasthan Act are missing in Section 42 of the Act of 1995. On a reading of the Section as a whole it appears that the State Government can proceed to acquire land under the provision of the Land Acquisition Act only at the request of the authority, that too for the purposes of the authority under the Act. There is nothing in the Section which may lead us to hold, as in the Rajasthan Case, that the State on its own satisfaction could acquire land for the purposes of any other scheme under the Act. The powers conferred by Section 52 of the Rajasthan Act are wider than the powers conferred on the State Government under Section 42 of the Act of 1995. The same view was reiterated in *Pratap and Another Etc. Etc Vs. State of Rajasthan and Others Etc. Etc.* : (1996) 3 SCC 1 and *Jaipur Development Authority Vs. Sita Ram and Others* : (1997) 3 SCC 522.

33. Reliance was also placed on the judgment of this Court in *Ajay Krishan Shinghal and Others Vs. Union of India & Others* : (1996) 10 SCC 721 submitting that the acquisition for planned development is a public purpose. Once a public purpose has been specified by the Government, the Notification under Section 4(1) of the Land Acquisition Act is not vitiated on account of the fact that planned development was not specified with particularization of the land in question needed for the public purpose. In the instant case the

the New Town Planning Authority constituted under Section 31 of the Act for development of the new town of Anandgarh. The High Court has quashed the Notification not on the ground that the detailed scheme had not been specified in the Notification, but on the ground that there did not exist any valid public purpose in the absence of a validly declared planning area, namely a site for a new town, by the competent authority by Notification in the Official Gazette under Section 56 of the Act of 1995.

34. The next important finding recorded by the High Court is that the provisions of the Act of 1995 were not followed in specifying and declaring the site for new town for which the land was sought to be acquired. We have earlier considered the various provisions of the Act of 1995 and we concur with the finding of the High Court that in specifying and declaring the planning area, namely the site for a new town, the various provisions of the Act were not complied with.

35. The power to declare a planning area, site for a new town being one of them, vests in the Board under Section 56 which power cannot be delegated by the Board to the authorities constituted under Sections 17, 29 or 31 of the Act of 1995. While notifying its intention to specify any area as a planning area, the Board must define the limits of the area to which it relates, meaning thereby that the area must be identifiable by reference to the definition of its limits. This is mandatory since objections and suggestions in relation thereto have to be considered by the Board. The submission of objections and suggestions in response to the Notification published under Section 56 (1) is not an empty formality and is mandatory in nature. The legislature advisedly incorporated such a provision since declaration of a planning area is a subject of public interest.

36. The Board, before notifying a planning area under Section 56(5) by Notification in the Official Gazette, must consider the objections and suggestions received by it in response to the Notification issued by it under Section 56(1) declaring its intention to specify any area as a planning area.

37. None of the other authorities constituted under Sections 28, 29 and 31 are vested with power to declare a planning area by Notification in the Official Gazette, but they may be authorized to function as a Planning Agency for the planning and development of the planning area by drawing up Schemes, Master Plans, Regional Plans and other documents.

38. In the instant case admittedly, the provisions of Section 56 were completely ignored and without declaring the planning area by Notification in the Official Gazette, and without following the procedure laid down therein, which included consideration of objections and suggestions from the public apart from Government departments, authorities and institutions, the authority constituted under Section 31 without authority of law selected a site for a new town and made its recommendation to the Government for its approval, and later moved the Government for acquisition of land under Section 42 of the Act of 1995. All these actions were in complete breach of the mandatory provisions of Section 56 of the Act, and therefore void.

39. The argument that the Government is the final authority and was not bound to consult the Board cannot be countenanced since that is in the teeth of the mandatory provisions of Section 56 of the Act. The Legislature having enacted a statute and expressly provided

consideration of objections and suggestions from the public and publication of the declaration in the Official Gazette, the State could not have adopted a different procedure in breach of express provisions, completely ignoring the existence of the Board, the apex authority under the Act, and obliterating the provision for public participation in the matter of declaring a planning area.

40. We have, therefore, no hesitation in holding that the declaration of the planning area, a site for a new town, was never validly made by the competent authority after following the prescribed procedure and, therefore, there was in law no validly selected site for a new town, nor a validly declared planning area. Consequently, there was no justification for acquisition of land to set up a new town. The public purpose stated in the impugned Notifications was non-existent in view of the fact that there was no planning area validly declared by the competent authority for the development of which any land was required. Section 42 which provided for acquisition of land under the provisions of the Land Acquisition Act could not, therefore, be invoked, since Section 42 came into operation only when land was required for the purposes of the authority under the Act of 1995, and not for any other purpose.

41. The High Court has found that the acquisition was sought to be made in breach of the provisions of the Periphery Act of 1952. In view of the findings recorded by us earlier in this judgment, it is not necessary to go into this question and we, therefore, refrain from expressing any opinion in the matter. May be, in an appropriate case the question may have to be decided.

42. It was brought to our notice that a Notification dated February 21, 2002 was issued by the State Government (after the judgment was pronounced by the High Court), whereby the State Government decided to drop the project and dissolve the New Town Planning and Development Authority for Anandgarh exercising its powers under Section 34 read with Section 40(1) and 49(2) of the Act of 1995 and transferring the assets and liabilities to PUDA with effect from February 15, 2002. We do not consider it necessary to express an opinion in this regard, since it does not relate to the questions that are for consideration in these appeals.

Special Leave Petition (C) No. 7946 of 2002 is dismissed. We shall now proceed to dispose of the writ petition in

the writ. The Court has given to the State the benefit of doubt inasmuch as the question of mala-fide is concerned. The High Court has made certain observations. We have considered them and find no justification for those observations. The State Government in its anxiety to set up the new town and in the process lost sight of the provisions of the Act of 1995. That however, the State had acted mala fide. The observations made by the High Court are, set aside those

the appeals and they are dismissed with costs.

dispossession of
further proceedings sub
adjourned the proceeding
Court is already seized off t.
dated 10.9.2001 that the St.

Sanjeet Sharma Advocate

Former Advocate General Punjab,
#28, Shivalik Enclave,
N.A. 22, Mohali,

Chandigarh

India

Phone & Fax: 0172-2731130

Phone: 0172-2731138

Web: www.sanjesharma.com

Email: sanjesharma@gmail.com

Dated: Wednesday, July 11, 2007

To
Chief Administrator
GMADA
PUDA Bhawan
Sector 62
Mohali
Punjab

Our Ref: Anandgarh view
Sub: Effect of Judgement in Anandgarh's case on Mohali acquisition

- 1) I have the benefit of examining the detailed note prepared on the aforesaid subject which correctly puts things into perspective.
- 2) The queries put to me are as follows:
 - a) Implication of the Judgement in the case of Anandgarh on the pending cases qua Mohali;
 - b) Distinguishing points between the two cases;
 - c) Proposed action qua the allottees;
 - d) Whether Development works are to be continued or stayed;
 - e) Other suggestions.
- 3) In response to the points at para 2 a) and b) as aforesaid, I most respectfully submit that apart from the appeals filed in the case of Sanjeet Singh Grewal (Anandgarh matters) there was a substantive SLP filed against the order dated 10.09.2001 whereby the High Court had vacated the stay with regard to the entire land and only dispossession of the petitioners was stayed subject to final orders in the case. This SLP has been dismissed with the direction that the High Court will now proceed to dispose of the pending matters in accordance with law.
- 4) It is the case of the Petitioners that the pending cases are squarely covered by the decision in Anandgarh's matter. However, I must point out a pertinent fact. In the present cases which are pending in the High Court, the State Government has issued a notification on

2003 under Section 178 of the PRTFDA granting exemption from the applicability of certain provisions of the PRTFDA in the acquisition and development of sectors 76 to 80 Mohali. This provision is under challenge in CWP 29 of 2004. If this petition is dismissed, all other petitions would ordinarily follow since the main plank of challenge by the petitioners with regard to violation of the PRTFDA would fail. Thus, this itself is a major distinction between the two cases. On merits, there are a number of differences between the two cases the foremost of which is that the present acquisition is for expansion of an existing town and the expansion was proposed, considered and approved even before the PRTFDA came into force. Furthermore, in the case of Mansa Devi Complex and some other cases of Panchkula the High Court has dismissed the petitions. These are in favour of GMADA. Even the cases of Science City clearly help GMADA. Thus, there are a number of arguable points which I do not wish to elaborate since it will needlessly burden this letter. Suffice to mention that there are arguable points in favour of GMADA which can distinguish the two cases.

With respect to points at para 2 c), d) and e) I would suggest restraint since the cases are listed on 03.08.2007 and the view of the Court would become clear. Handing over possession or completing on going development would not be without risk since in the event of an adverse decision all this work and effort would be put to naught. I would suggest that efforts be made to get the cases decided at the earliest and the Science City matters which I believe are pending in the Supreme Court be defended to the best of ability.

Sincerely,

(Jeev Sharma)

- 107 -

Annexure C

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ

Sub: Development works in Sectors 76 to 80, SAS Nagar, Mohali.

Undersigned has received a telephonic message from CA, GMADA at 5.45 p.m. on 4-7-07 regarding development works being carried out in Sector 77 & 78 and already carried out in Sector 76, 79 & 80. CA, GMADA has desired that MBs of all the works under progress/completed in Sectors 76 to 80 be deposited in the office of CA, GMADA by 8.00 p.m. today positively. In addition, progress (physical & financial) till date of work of laying of sullage sewer in Sector 77 & 78 which has been recently allotted in May, 2007, may be intimated separately. CA, GMADA has further desired that all development works which are on going in Sector 77 & 78 and in sector 76, 79 and 80 (if any), should be immediately stopped till further orders. However, the works being carried out as per directions of Honble High Court like outfall sullage sewer etc. in these sectors be continued.

V. An
C.E.
o/c 4.7.07

SE(C-1 & 2)
All DES → DE (C-1 & 2) (11)
DE (C-1 & 2) (11)

CC: DE (C-1 & 2)
DE (C-1 & 2)

CA, GMADA with ref. to his telephonic message on 4-7-07.

-106- 108

Agenda Item No. **3.13**

(Executive Committee Meeting)

(Project Branch)

Subject : Knowledge City ,Sector 81, SAS Nagar.

1. The Government of Punjab has acquired about 400 acres of land (391.53 acres) in sector 81, SAS Nagar, Punjab for the establishment of "Knowledge City." The matter for establishment of National level institutes such as Indian Institute of Science Education and Research, National institute of Nanotechnology, National Agri-Food Biotechnology Institute, Biotechnology Park was taken up with concerned Ministries of the Government of India by the Department of Higher Education and the Department of Science Technology and Environment of the Government of Punjab. A number of meeting were held with the officers of the concerned Ministries in Government of India and the planning commission of India at the level of Chief secretary and other officers of the State Government.
2. During these meetings, it transpired that the concerned Ministers of the Government of India and the Planning Commission are agreeable to consider the request of the Government of Punjab for the establishment of these Institutes and a Biotechnology Park in the Knowledge City at SAS Nagar, Punjab. It has, however been required by the concerned Ministries of Government of India that land for these institutes is to be provided free of cost by the State Government. For the Biotechnology Park, a business model, wherein the State Government can recover its investment on land by offering the same to entrepreneurs for setting up of Biotechnology units, could be evolved.
3. Memorandum was placed before the council of Ministers in its meeting held on 26-2-07 in which it was proposed to establish a premier Management Institute in the proposed Knowledge City, the matter for which has been taken up by the Department of Technical Education, Punjab, with the Ministry of Human Resources and Development, Government of India in addition to setting up of Institutions given in para-1 above.

-107- 109

In para-5 of the memorandum it was proposed to reserve 15 acres of land for commercial use by the Government of Punjab/Greater Mohali Area Development Authority. However, the comments of the Department of Finance were obtained by the Administrative Department which are reproduced as under:-

"Finance Department concurs with the proposal of Administrative subject to the following conditions:-

(1) The current cost of acquisition is approximate Rs. 273.00 Crore. This is likely to increase if Courts enhance the compensation.

(2) External Development Charges (EDC) will be paid in addition to the acquisition cost.

● *(3) The likely cost to the Government may therefore, be to the tune of Rs. 450.00 Crore. Therefore, at least 30 acres of Commercial Land may be earmarked and set aside out of the total area acquired (which is approximately 400 acres) to enable Govt. to recover part of the cost of making available land free of cost to Govt. of India (vide ID No. 15/11/07- 4FE6/534 dated 23.02.07."*

5. It was also proposed in para-7 of the memorandum that 250 acres of land in Sector 81, SAS Nagar acquired by the State Government for the establishment of Knowledge City may be transferred from Greater Mohali Area Development Authority to the Government of Punjab in the Department of Housing and Urban Development for onward transfer to the Government of India or any organization/ organizations nominated by it for the setting up of various level institutes free of cost as under:

| S/n. | Institutions | Earmarked Area (in Acres) |
|------|--|------------------------------|
| i) | Indian Institute of Science Education & Research (IISER) | 125 |
| ii) | National Institute of Nanotechnology | 35 |
| iii) | National Institute of Agri-Food Biotechnology: | |
| | a) For the Institute | 35 |
| | b) For the Bioprocessing Unit | 15 |
| | c) For the Biotechnology Park | 80 |
| | | 50 |

108 110

| | | |
|-----|--|------------|
| | (to be transferred to the Deptt. of Science, Technology & Environment, Punjab) | |
| iv) | Premier Management Institute | 40 |
| | TOTAL | 250 |

- 6 It was further proposed in para-8 of the memorandum to earmark 80 acres of land for the Biotechnology Park as above and transfer the same to the Department of Science Technology and Environment, Punjab or an organization nominated by it, which will work out a Revenue Model so as to ensure the recovery of investment made by the State Government and also to ensure the establishment of individual Biotechnology units and common facilities in the Park. The External Development Charges worked out by the Competent Authority for this land will be paid by the Government of Punjab to the Greater Mohali Area Development Authority for providing external services such as sewerage and water supply and road connectivity etc. to the Knowledge City. Since the funds for the acquisition of land have been provided by the State Government, it will not pay any money on this account to the Greater Mohali Area Development Authority. The acquisition cost of the land retained by the Greater Mohali Area Development Authority is proposed to be adjusted out of the EDC charges payable by the State Government to the Greater Mohali Area Development Authority. It is also proposed that any escalation in the cost of the land acquisition will also be paid by the Government of Punjab in the Department of Housing and Urban Development.
7. The proposal contained in the para 8 of Memorandum was approved by the Council of Ministers . The copy of Cabinet memorandum is placed at annex -1 and its approval by the council of ministers is placed at annex-2. It has been observed that approval for the issues raised in para-7 of the memorandum are still to be taken. The Secretary to Government Punjab , Department of Housing and Urban Development has been apprised of the position vide this office letter No.1330 dated 22-5-07 copy of which is enclosed at annex-3.
8. It is also to inform that some of owners of the land acquired for Sector 81, SAS Nagar have filed SLP in the Hon'ble Supreme Court against the orders of Hon'ble Punjab and Haryana High Court passed in CWP No. 9060

-109- 101

and 9083 of 2005 and the review petition numbers 312 and 365 of 2006 in the above said Civil Writ Petitions and Hon'ble Supreme Court was pleased to pass the order to maintain the status quo. The order of the Hon'ble Supreme Court is reproduced as under:-

"Status quo as obtaining between the parties herein on this the 17th May, 2007, with regard to suit land which was the subject matter of dispute before the High Court of Punjab and Haryana at Chandigarh in Civil Writ Petition No. 9060 of 2005, Review Petition No. 312 of 2006 in Civil Writ Petition No. 9060 of 2005, Civil Writ Petition No. 9083 of 2005 and Review Petition No. 365 of 2006 in Civil Writ Petition No. 9083 of 2005 shall be maintained"

It is further apprised that land owners owning land 298.86 acres had recently challenged the process of acquisition of land in Sector 81 before the Punjab and Haryana High Court, out of which land owners owning land 263.19 acres have since been received the compensation after the Punjab and Haryana High Court has decided the case in our favour or Govt. Only land owners owning land 35.67 acres are still to accept compensation. In addition to the above land, cases measuring 10 acres approximately are still pending in the Punjab and Haryana High Court.

9. During one of the meeting it was observed that Biotechnology park could be shifted to some other place and the area for this purpose earmarked in sector 81 can be used for some other purpose such as group housing or institutional sites. However, final decision in this regard is to be taken at the level of state government. It is proposed to make a reference to the state government for early decision in this regard.
10. It has been decided by the council of Ministers that the acquisition cost of land retained by the Greater Mohali area Development Authority is to be adjusted out of the EDC charges payable by the State Government to GMADA. It is proposed to identify the area to be retained by the GMADA and its acquisition cost as well as EDC charges to be paid by the state government so that after adjusting the cost of the land retained by the GMADA, the difference of amount of EDC charges could be claimed from the state government. The tentative break up of land use of the 391.53 acres land is given as under:-

| | | |
|------|--|-------------|
| i. | Educational Institutions | 250 acres |
| ii. | Bio-technology Park | 80 acres |
| iii. | Commercial area | 30 acres |
| iv. | Balance area which can be used for Residential/Group Housing | 31.53 acres |

The land acquisition cost of 61.53 acres (Sr. No. iii & iv) area to be retained by the GMADA i.e. Commercial area and Residential/Group Housing comes to Rs. 42.58 Crores (69.20 lacs x 61.53), Whereas the EDC charges for the total area i.e. 391.53 acres comes to Rs. 219.72 Crores. It is also intimated that the EDC charges are under revision and the amount has been calculated on the basis of proposed rates subject to approval of the State Government. The proposed rates of the EDC charges are as under:-

| Land use | Proposed EDC rates | Existing EDC rates |
|-------------------------------|----------------------|---------------------|
| i) Institutions sites | 45.63 lacs per acre | 15.09 lacs per acre |
| ii) Commercial area | 182.52 lacs per acre | 60.36 lacs per acre |
| iii) Residential/plotted area | 45.63 lacs per acre | 15.09 lacs per acre |

GMADA has also paid a sum of Rs. 136.55 crores to the Land Acquisition Collector from its own funds on behalf of state government to pay the compensation to the land owners but this amount has not been refunded to GMADA by the state government so far. Keeping in view the above facts, a sum of Rs. 244.56 crores is to be received from the State Government by GMADA, calculation of which is given as under:-

| | Rs. in Crores |
|--|---------------|
| i. EDC charges of 391.53 acre land | 219.72 |
| ii. Amount paid to LAC on behalf of State Government | 136.55 |
| Total (A): | 356.27 |
| i. Land acquisition of 61.53 acres to be retained by GMADA | 42.58 |
| ii. EDC charges of 61.53 acres | |
| 30 x 182.52 | 54.75 |
| 31.53 x 45.63 | 14.38 |
| Total: | 69.13 |
| Total(B) | 111.71 |
| Amount to be received from the Government | 244.56 |

1. Matter has been taken up with the State Government for early refund of Rs. 136.55 crores but no response is received in this regard so far. Now it is proposed to seek the payment of Rs. 244.56 crores as detailed in Para-10 above which includes the amount of Rs. 136.55 crores paid to the LAC by GMADA.

The agenda is placed before the Executive Committee for information and consideration of the following issues:-

- (i) Whether the land earmarked to the tune of 80.00 acres for the Biotechnology Park in the Knowledge City in Sector 81 is to be identified elsewhere so as to shift the Park out of Sector-81 by the Department of Science and Technology, Govt. of Punjab;
- (ii) In case the land is to be identified elsewhere at some appropriate place, who is to own this 80 acres of land. It is proposed that this 80 acres of land may be left to GMADA so as to exploit it suitably and recover the amount receivable from the Government as indicated in Para-10.0;
- (iii) Who is to own 61 acre of land given at Sr. No. iii and iv of para 10.

SECRET
(Copy No

112 114
Annexure-5
Agenda Item for CMM
Date of CMM Meeting 26/2/2007.

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: Transfer of land in sector 81, SAS Nagar to
Government of India for "Knowledge City".

The Government of Punjab has acquired about 400 acres of land (391.53 acres) in sector 81, SAS Nagar, Punjab for the establishment of "Knowledge City". The matter for the establishment of National level Institutes such as Indian Institute of Science Education and Research, National Institute of Nanotechnology, National Agri-Food Biotechnology Institute & Biotechnology Park was taken up with the concerned Ministries of the Government of India by the Department of Higher Education and the Department of Science Technology and Environment of the Government of Punjab. A number of meetings were held with the officers of the concerned Ministries in Government of India and the Planning Commission of India at the level of Chief Secretary and other officers of the State Government.

2. During these meetings, it transpired that the concerned Ministries of the Government of India and the Planning Commission are agreeable to consider the request of

Government of Punjab for the establishment of these institutes and a Biotechnology Park in the Knowledge City at SAS Nagar, Punjab. It has, however, been required by the concerned Ministries of Government of India that land for these Institutes is to be provided free of cost by the State Government. For the Biotechnology Park, a business model, wherein the State Government can recover its investment on land by offering the same to entrepreneurs for setting up of Biotechnology units, could be evolved.

3. It is also proposed to establish a premier Management Institute in the proposed Knowledge City, the matter for which has been taken up by the Department of Technical Education, Punjab, with the Ministry of Human Resources and Development, Government of India.

4. Keeping in view the inputs received from the Department of Higher Education, the Department of Science, Technology and Environment, the Department of Technical Education and the Chief Secretary, Punjab, It is proposed to earmark and allot free of cost about 250 acres of land as indicated below to the Government of India through its departments or such of its organizations as may be nominated by it and 80 acres of land to the Department of Science, Technology and Environment, Punjab or its nominee organization:

| Sr. No. | Institutions | Earmarked Area (in acres) |
|---------|--------------|---------------------------|
|---------|--------------|---------------------------|

114 / 16

| | | |
|------|--|------------|
| i) | Indian Institute of Science Education & Research (IISER) | 125 |
| ii) | National Institute of Nanotechnology | 35 |
| iii) | National Institute of Agri-Food Biotechnology: | |
| | a) For the Institute | 35 |
| | b) For the Bioprocessing Unit | 15 |
| | c) For the Biotechnology Park | 80 |
| | (to be transferred to the Deptt. of Science, Technology & Environment, Punjab) | |
| iv) | Premier Management Institute | 40 |
| | TOTAL | 250 |

5. It is proposed to reserve additional 15 acres of land for commercial use by the Government of Punjab/ Greater Mohall Area Development Authority.

6. It may be stated that entire cost of acquisition i.e. about Rs. 276 crores (subject to enhancement) has been/is being paid by the Government of Punjab from its exchequer for the acquisition of this land. The Government of Punjab will also have to pay the external developmental charges for this land to the Greater Mohall Area Development Authority. The comments of the Department of Finance have been obtained and are as under:

Finance Department concurs with the proposal of Administrative subject to the following conditions:-

- (1) The current cost of acquisition is approximate Rs. 273.00 Crore. This is likely to increase if Courts enhance the compensation.
- (2) External Development Charges (EDC) will be paid in addition to the acquisition cost.
- (3) The likely cost to the Government may therefore, be to the tune of Rs. 450.00 Crore. Therefore, at least 30 acres of Commercial Land may be earmarked and set aside out of the total area acquired (which is approximately 400 acres) to enable Govt. to recover part of the cost of making available land free of cost to Govt. Of India (vide ID No. 15/11/07-4FE6/53 dated 23-02-07).

115 117

In view of the above, It is proposed that 250 acres of land in sector 81, SAS Nagar acquired by the State Government for the establishment of Knowledge City may be transferred from Greater Mohali Area Development Authority to the Government of Punjab in the Department of Housing & Urban Development for onward transfer to the Government of India or any organization/organizations nominated by it for the setting up of various national level institutes free of cost as under:

| Sr. No. | Institutions | Earmarked Area (in acres) |
|---------|---|---------------------------|
| i) | Indian Institute of Science Education & Research (IISER) | 125 |
| ii) | National Institute of Nanotechnology | 35 |
| iii) | National Institute of Agri-Food Biotechnology: a) For the Institute 35 b) For the Bioprocessing Unit 15 c) For the Biotechnology Park 80 (to be transferred to the Deptt. of Science, Technology & Environment, Punjab) | 50 |
| iv) | Premier Management Institute | 40 |
| ● | TOTAL | 250 |

8. It is further proposed to earmark 80 acres of land for the Biotechnology Park as above and transfer the same to the Department of Science Technology and Environment, Punjab or an organization nominated by it, which will work out a Revenue Model so as to ensure the recovery of investment made by the State Government and also to ensure the establishment of individual Bio-technology units and common facilities in the Park. The

115 119

(210)

Annexure-II

ਪੰਜਾਬ ਸਰਕਾਰ
ਮੁਕਾਬਲੇ ਵਿਭਾਗ ਦੇ ਮਹਿਕਮੇ ਵਿਭਾਗ
(ਮੁਕਾਬਲੇ ਵਿਭਾਗ-1999)

ਵਿਸ਼ਾ :-

"ਨਾਲੇਜ਼ ਮਿਟੀ" ਲਈ ਮੀਸ. ਏ. ਮੀਸ. ਨਗਰ ਮਿਕਟਰ 81 ਵਿਖੇ ਕਮੀਸ਼ਨਰ, ਹਾਊਸ ਮਿਕਟਰ
ਨੂੰ ਇਤਕਾਲ (ਟਰਾਂਸਫਰ)।

--0--

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ।

2. ਮਿਤੀ ਮਿਡਲ ਮਾਮਲੇ ਵਿਭਾਗ ਵੱਲੋਂ ਪ੍ਰਦਾਨ ਕੀਤਾ ਗਿਆ ਮਿਡਲ ਮਾਮਲੇ (ਮਿਡਲ ਮਾਮਲੇ ਅਤੇ ਪੰਜਾਬੀ) ਅਤੇ ਮਨਜ਼ੂਰੀ ਦੀ ਕਾਪੀ ਆਪ ਨੂੰ ਪ੍ਰਦਾਨ ਅਤੇ ਮਨਜ਼ੂਰੀ ਲੈਣ ਦੀ ਕਾਪੀ ਮਿਡਲ ਮਾਮਲੇ ਵਿਭਾਗ ਨੂੰ ਭੇਜਣ ਦੀ ਗੱਲ ਸਾਰਾ ਹੋਈ।

ਮਿਤੀ ਵਿਖੇ

- 1) ਮਿਡਲ ਮਾਮਲੇ ਵਿਭਾਗ, ਪੰਜਾਬ।
- 2) ਮੁੱਖ ਮਕੱਤਰ ਪੰਜਾਬ ਸਰਕਾਰ,
ਸਾਇੰਸ ਅਤੇ ਟੈਕਨਾਲੋਜੀ ਵਿਭਾਗ।
- 3) ਮੁੱਖ ਮਕੱਤਰ ਪੰਜਾਬ ਸਰਕਾਰ,
ਮਿਡਲ ਮਾਮਲੇ ਵਿਭਾਗ।
- 4) ਮਕੱਤਰ ਪੰਜਾਬ ਸਰਕਾਰ,
ਉਚੇਰੀ ਸਿੱਖਿਆ ਵਿਭਾਗ।
- 5) ਮਕੱਤਰ ਪੰਜਾਬ ਸਰਕਾਰ,
ਹਾਈਸਕੂਲ ਸਿੱਖਿਆ ਵਿਭਾਗ।

ਮੀ: ਵਿ: ਪੰ: ਨੰ: 10/29/2006-4ਮਊ1/ 1841-45

ਪਿਠ ਮੀ: ਨੰ: 10/29/2006-4ਮਊ1/ 1846-47

ਮਿਤੀ, ਚੰਡੀਗੜ੍ਹ: 7/3/07

ਮਿਤੀ, ਚੰਡੀਗੜ੍ਹ: 7/3/07

ਉਪਰੋਕਤ ਦਾ ਇੱਕ ਇੱਕ ਉਤਰਾ ਹੇਠ ਲਿਖਿਆ ਨੂੰ ਪ੍ਰਦਾਨ ਕਰ ਅਗਲੇਰੀ ਲੋੜੀਂਦੀ ਕਾਰਵਾਈ ਹਿੱਤ ਸਾਰੇ ਮਿਤੀ ਮਿਡਲ ਮਾਮਲੇ ਵਿਭਾਗ ਦੀ ਮਨਜ਼ੂਰੀ ਅਤੇ ਮਿਡਲ ਮਾਮਲੇ ਵਿਭਾਗ ਦੀ ਕਾਪੀ (ਮਿਡਲ ਮਾਮਲੇ ਅਤੇ ਪੰਜਾਬੀ) ਵਿਭਾਗ ਨੂੰ ਭੇਜਣ ਦੀ ਗੱਲ ਸਾਰਾ ਹੋਈ:-

- 1) ਮੁੱਖ ਮੁਕਾਬਲ, ਗਮਾਫ਼ਾ, ਮਿਡਲ ਮਾਮਲੇ।
- 2) ਮੁੱਖ ਨਗਰ ਪੰਜਾਬ ਸਰਕਾਰ, ਪੰਜਾਬ, ਚੰਡੀਗੜ੍ਹ।

2/2

ਵਿਸ਼ਾ:-

"ਨਾਟਕ ਸ਼ਿਲਪ" ਦੀ ਮੀਟਿੰਗ, ਨਵੰਬਰ ਮੀਟਿੰਗ 81 ਵਿੱਚ ਸ਼ਾਮਲ
ਸ਼ਾਮਲ ਨੂੰ ਇਤਿਹਾਸ (ਟਰਾਂਸਕ੍ਰਿਪਟ)।

ਪ੍ਰਮੁੱਖ ਸ਼ਾਮਲ, ਪੰਜਾਬ ਸਰਕਾਰ, ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ, ਮਿਤੀ 10/29/2006-4/1/1576, ਮਿਤੀ 23.2.2007 ਦੇ ਨਾਂ ਨਾਲ
ਦੀ ਕਿਰਪਾ ਨਾਲ ਸ਼ਾਮਲ।

2. ਮੀਤਰੀ ਪੀਥਰ ਦੀ ਮਿਤੀ 26.2.2007 ਨੂੰ ਹੋਈ ਮੀਟਿੰਗ ਵਿੱਚ ਵਿਸ਼ਾ ਸੰਬੰਧਤ ਮਾਮਲੇ
ਸ਼ਹਿਰੀ ਵਿਕਾਸ-ਵਟਾਂਦਰਾ ਕੀਤਾ ਗਿਆ ਅਤੇ ਇਸ ਸਬੰਧੀ ਲਿਆ ਗਿਆ ਫੈਸਲਾ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਹੈ:-

ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ ਦੇ ਯਾਦ-ਪੱਤਰ ਸਿਟੀ 21
2007 ਦੇ ਵਿਚਾਰ-ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਇਸ ਦੇ ਪ੍ਰਮੁੱਖ ਵਿੱਚ ਦਸਤਖਤ ਦੀ
ਸ਼ਾਮਲ ਨਹੀਂ ਦੇ ਦਿੱਤੀ ਗਈ।

3. ਮੀਤਰੀ ਪੀਥਰ ਵਲੋਂ ਲਏ ਗਏ ਉਪਰੋਕਤ ਫੈਸਲੇ ਨੂੰ ਲਾਗੂ ਕਰਨ ਵਿੱਚ ਪ੍ਰਮੁੱਖ ਸ਼ਾਮਲ
ਵਲੋਂ ਕੀਤੀ ਗਈ ਕਾਰਵਾਈ ਬਾਰੇ ਇਸ ਬਾਬਾ ਨੂੰ ਦੋ ਪੱਧਰਾਂ ਦੇ ਮੀਟਿੰਗ-2 ਜਾਂਦੇ ਕਰਵਾਉਣ ਦੀ ਕਿਰਪਾ ਕੀਤੀ

ਪ੍ਰਮੁੱਖ ਸ਼ਾਮਲ, ਪੰਜਾਬ ਸਰਕਾਰ,
ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ (ਮਕਾਨ ਉਸਾਰੀ-1 ਸ਼ਾਖਾ)
ਮਿਤੀ: 1/7/2007-1 ਕੈਬਨਿਟ/585
ਨੰ: 1/7/2007-1 ਕੈਬਨਿਟ/

ਆਸ਼ੀਨ ਸ਼ਾਮਲ, ਤਸ਼ਹੀਲ

ਮਿਤੀ: 26/2/07

ਮਿਤੀ:

ਇਸ ਦਾ ਇਕ ਉਤਰਾ ਪ੍ਰਮੁੱਖ ਸ਼ਾਮਲ/ਪ੍ਰਮੁੱਖ ਮੀਤਰੀ, ਪੰਜਾਬ ਨੂੰ ਪ੍ਰਮੁੱਖ ਮਿਤਰੀ ਜੀ ਦੀ
ਸੂਚਨਾ ਹਿੱਤ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

ਸ਼ਾਮਲ

ਨੰ: 1/7/2007-1 ਕੈਬਨਿਟ/

ਮਿਤੀ:

ਇਸ ਦਾ ਇਕ ਉਤਰਾ ਪ੍ਰਮੁੱਖ ਸ਼ਾਮਲ, ਵਿੱਤ ਨੂੰ ਸੂਚਨਾ ਹਿੱਤ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

ਸ਼ਾਮਲ

ਨੰ: 1/7/2007-1 ਕੈਬਨਿਟ/

ਮਿਤੀ:

ਇਸ ਦਾ ਇਕ ਉਤਰਾ ਪ੍ਰਮੁੱਖ ਸ਼ਾਮਲ, ਰਾਜਪਾਲ, ਪੰਜਾਬ ਨੂੰ ਮਾਨਯੋਗ ਰਾਜਪਾਲ
ਪੰਜਾਬ ਜੀ ਦੀ ਸੂਚਨਾ ਹਿੱਤ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

ਸ਼ਾਮਲ

ਸ਼ਾਮਲ: 1/7/2007-1 ਕੈਬਨਿਟ/

ਨੰ: 1/7/2007-1 ਕੈਬਨਿਟ/

28-2-07

115 121 Annexure III

**GREATER MOHALI AREA DEVELOPMENT AUTHORITY
PUDA BHAWAN SECTOR 62
SAS NAGAR**

No. GMADA-2007/ 1330

Dated: 22-5-07

To

The Secretary,
Govt. of Punjab,
Department of Housing and Urban Development,
Punjab, Chandigarh.

Subject: Knowledge City.

1.0 Kindly find enclosed herewith a copy of the memorandum placed before the Council of Ministers and the decision taken thereupon.

2.0 Perusal of the decision taken by the Council of Ministers, it reveals that CMM has approved only para 9 of the memorandum whereas no decision on transfer on the land to Govt. of India has been taken. It is learnt that the various institutes of Govt. of India are to be set up in the Knowledge City require land free of cost. A decision in this regard may be taken by the Govt. as to whether necessary approval by the Council of Ministers regarding para 7 of Agenda item could not be taken inadvertently or it is conscious decision of the CMM/Govt.

9c

Chief Administrator,
GMADA, Mohali

Agenda Item No. 3.14
(Executive Committee Meeting)

Subject: - City Centre, Sector 62, SAS Nagar.

1.0 In pursuance of the mandate of varied forums the consultants M/s. CB Richard Ellis had submitted a proposal for the scope of work, time schedule & fee structure etc. for "Undertaking in the marketing of City Centre, Sector 62, SAS Nagar, at global level under PPP mode". This proposal was placed as agenda in the first meeting of Executive Committee dated 10.1.07. The E.C. of GMADA in its 1st meeting decided that to counter offer a fee of 1% to M/s. CB Richard Ellis against their quote of 1.25% and if they agree to the same, they may be asked to prepare broad strategy for marketing of the city centre, Sector 62, SAS Nagar and market the same will approval of the GMADA in order to maximize the returns from the land. In the 2nd meeting of the Executive Committee of GMADA the committee had noted this decision of the E.C.

2.0 In pursuance of above decision a letter was written to M/s. CBRE conveying his the decision of the Committee, to seek lowered quotation from them & requiring them to indicate their willingness in writing before a final decision regarding engaging their service could be taken.

3.0 In response M/s. CBRE had indicated their willingness to undertake this consultancy at a lowered negotiated quotation/rate. This proposal is placed at Annexure-I to this agenda. M/s. CBRE Consulting were to indicate their willingness in writing within one week of receipt of letter from GMADA dated 15.2.2007. The response from M/s. CBRE Consulting was received on 26.2.2007 vide fax M/s. CBRE consultants were also to state their broad strategy for marketing the project for maximizing the return for the land in question, before a final decision regarding engaging their services was to be taken. However no action could be taken by office on this major Real Estate Consultancy due to impending elections code of conduct.

4.0 However, in a Presentation on City Centre, Sector 62, Mohali made to the Hon'ble Chief Minister, Punjab by M/s. Vastu Shilpa Consultants Ahmedabad on 25.5.07 at 4.00 P.M. at the camp office of Chief Minister, Punjab, Sector 2, Chandigarh following broad decisions were taken, minutes are also placed at Annexure-II to this agenda. During the presentation/meeting it was observed that the design was conceived perhaps long back and does not incorporate the latest designs and utilization of space as per future requirements. The Design of the City

2

Centre should be made in consonance with the current time and trends especially when India had undergone immense economic growth & progress in the recent years. Land is becoming scarce day by day, hence, all possibilities of raising the building upto height admissible by Town Planning and Air Force Authority be explored. This would result in generating additional revenue for the organisation/ Government. As per the present trend going on across the world, showrooms and large multiplex alongwith sufficient parking places be provided in the modern city centre. It was further observed that the new concept would fetch higher revenue for the Authority/Government as well as would also improve the chances of better marketability for the sites. However M/s. Vastu Shilpa Consultants were, however, of the opinion that given their nature and level of engagements it would not be possible for them to make fundamental changes in the work/project in accordance with the current vision. However, despite repeated persuasive efforts made to continue to do the work and incorporate the observations to achieve the desired objective of a modern city centre, the consultants did not agree to continue the work. They reiterated their refusal already conveyed. The same is placed at Annexure-III. Thus it was decided that Design of City Centre, Sector 62, SAS Nagar may be got done from scratch from M/s. Jurong International as it is already a part of the scope of work to be assigned to M/s. Jurong International.

5.0 In view of above, the matter is placed before the Executive Committee to consider following issues :-

- i) Whether Marketing of City Centre for " Undertaking the marketing of City Centre, Sector 62, SAS Nagar at global level under PPP mode" is to be entrusted to M/s. CBRE in consonance of the minutes of the 1st meeting of the EC. or ;
- ii) The matter is to be kept pending till M/s. Jurong International submit their design of City Centre.

6.0 However, it may be apprised here that it is necessary to assess the viability of taking up project enbloc or in parts thereof given the ability of market to absorb supply of commercial floor space and other infrastructure. It is felt that the project may be considered to be taken up in parts so as to receive maximum return of the project.

3
CB Richard Ellis South Asia Pvt. Ltd.

Annexure-I
CBRE
CB RICHARD ELLIS

21 Building, Ground Floor
1, 2nd Street
New Delhi 110 001, India
T 91 11 2373 6845, 2373 70200
2335 7450, 2335 70200
F 91 11 2331 5670

www.cbreindia.com

पत्रिका क्र. 16/18
दि. 23-02-07
मो. 91-11-2331 5670

cha/35
-23-07
February 22nd, 2007

Additional Chief Administrator
Greater Mohali Area Development Authority
PUDA Bhawan,
Sector 62, SAS Nagar
Mohali

M. A. / m

Act (G)

Subject: City Centre, Sector 62, SAS Nagar

Dear Sir,

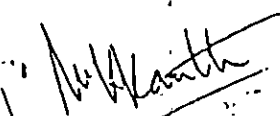
This is with reference to your letter dated 15/02/07 seeking a revised proposal towards consulting services for marketing strategy and disposal of the city centre in sector 62, SAS Nagar.

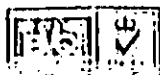
Further to the same, we are pleased to revise our success based fee to 1%, and would be happy to discuss the strategy we envisage for marketing the project at your convenience.

- Trust you would find the same in order.

Please feel free to contact us in case of any further queries or clarifications.

Thanks and Regards,


Rami Kaushal
Head - CBRE Consulting
CB Richard Ellis South Asia



-4- 12/6
Annexure - II

Greater Mohali Area Development Authority
(PUDA Bhawan, Sector 62, SAS Nagar)

GMADA/Arch.- Projects/07/1622-34

Dated: 27/6/07

1. The Additional Chief Administrator (Hq.),
GMADA, SAS Nagar
2. The Additional Chief Administrator (F&A),
GMADA, SAS Nagar
3. The Additional Chief Administrator (M)
GMADA, SAS Nagar.
4. The Chief Town Planner,
Department of Town & Country Planning, Punjab,
Chandigarh.
5. Chief Town Planner,
GMADA, SAS Nagar.
6. Chief Architect, Punjab,
Chandigarh.
7. Chief Engineer,
GMADA, SAS Nagar.
8. Senior Town Planner,
Department of Town & Country Planning
Punjab, Mohali.

**Subject: Presentation on City Centre, Sector 62, SAS Nagar Mohali-
25.5.07 at 4.00.P.M.**

Please find enclosed herewith minutes of the presentation on City Centre, Sector 62, SAS Nagar made to Hon'ble Chief Minister, Punjab, by M/s Vastu Shilpa Consultants Ahmedabad.

You are kindly requested to send the ATR on the points relating to your office please immediately

DA/ As above

o/c
Architect & AGM (Projects)
Greater Mohali Area Development Authority

Endst. No. GMADA/Arch.-Projects/07/ : Dated:

A copy is being sent to following for information and necessary action:-

1. The Secretary/ CM, Punjab for the kind information of the Hon'ble Chief Minister, Punjab.
2. The Secretary/ Chief Secretary, Punjab for the kind information of the Chief Secretary, Punjab.
3. The Secretary/ Principal Secretary to the Chief Minister, Punjab for the kind information of the Principal Secretary to the Chief Minister, Punjab.
4. The Secretary/ SIUD, for the kind information of the Secretary, Department of Housing and Urban Development, Punjab, Chandigarh.
5. PA/CA, GMADA, for the kind information of the Chief Administrator, Greater Mohali Area Development Authority, SAS Nagar.

Wali
26/6/07
Architect & AGM (Projects)

-5- 127

Greater Mohali Area Development Authority
(PUDA Bhawan, Sector 62, SAS Nagar)

Minutes of the Presentation on City Centre, Sector 62, Mohali made to the Hon'ble Chief Minister, Punjab, by M/s Vastu Shilpa Consultants Ahmedabad on 25.5.07 at 4.00 P.M. at the residence of Chief Minister, Punjab, Sector 2, Chandigarh.

A meeting was held during which the presentation was also made by M/S Vastu Shilpa Consultants on 25.5.07 at 4.00 P.M. at the Camp Office of Chief Minister, Punjab on the "Urban Design of City Centre, Sector 62, Mohali"

The following were present:-

1. Sh. Ramesh Inder Singh, IAS
Chief Secretary, Punjab
2. Sh. D.S. Guru, IAS
Principal Secretary to Chief Minister, Punjab
3. Sh. Arun Goel, IAS
Secretary, Housing & Urban Development
Punjab, Chandigarh
4. Sh. Krishan Kumar, IAS
Chief Administrator
GMADA, Mohali
5. Sh. M.S. Narang, PCS
Additional Chief Administrator (M)
GMADA, Mohali
6. Sh. Dharam Singh
Chief Town Planner
Department of Town & Country Planning, Punjab
7. Mrs. Sumit Kaur, Sr. Architect
Representatives of
The Chief Architect, Punjab
8. Er. Rajiv Moudgil
Chief Engineer
GMADA, Mohali
9. A. Namrita Kalsi
Architect & AGM (Pr.) GMADA Mohali
10. Sh. Gupreet Singh
Divisional Town Planner, Punjab
Mohali
11. Sh. B.V. Doshi
M/s Vastu Shilpa Consultants, Ahmedabad
12. Sh. Rajiv Kathpalla
M/s Vastu Shilpa Consultants, Ahmedabad

Sh. B.V. Doshi and Sh. Rajiv Kathpalia Architects from M/S Vastu Shilpa Consultants Ahmadabad, who are the consultant to PUDA (now GMADA) for the project, made a presentation on "Urban Design of City Centre, Sector 62, Mohali" to Hon'ble Chief Minister, Punjab & Chairman, GMADA and other officers. The consultants explained the concept of the project in entirety giving some details on each component.

2. After the presentation, on discussion it was felt that the design was conceived perhaps long back and does not incorporate the latest designs and utilization of space as per future requirements. The Design of the City Centre should be made in consonance with the current time and trends especially when India had undergone immense economic growth & progress in the recent years. Land is becoming scarce day by day, hence, all possibilities of raising the building upto height admissible by Town Planning and Air Force Authority be explored. This would result in generating additional revenue for the organization/ Government. As per the present trend going on across the world, showrooms and large multiple alongwith sufficient parking places be provided in the modern city center. This would fetch higher revenue for the Authority/ Government as well as would also improve the changes of better marketability for the sites.

3. Consultants were, however, of the opinion that given their nature and level of engagements it would not be possible for them to make fundamental changes in the work/ project in accordance with the current vision though they appreciated the observations made. They further added that at the most they can only update the design to a small extent and try to give it a modern out look. However, despite repeated persuasive efforts made to continue to do the work and incorporate the observations made above in para 2 so as to achieve the desired objective of a modern city center, the consultants did not agree to continue the work.

4. It was also discussed that the consultants have already been paid an amount of Rs. 106 Lacs against the work delivered as per the terms of the agreement.

5. In view of the above, it was decided that the Design of City Centre, Sector 62, SAS Nagar may be got done from scratch from M/S Jurong International as it is already a part of the scope of work to be assigned to M/S Jurong International as they are supposed to give a prototype of 100 ha City Centre schematic layout with latest urban design and broad perspectives. It was further desired that this part of the work i.e. design of a prototype city center be got done early from M/S Jurong International.

6. While discussing the other issues relating to the Department of Housing & Urban Development, it was also decided that for optimal commercial exploitation of the big land chunks of DUVCH properties situated all over the Punjab in addition to the land belonging to Mental Hospital, Amritsar spread over a area of 32 acres (approximately) and Jalandhar jail best lay outs be got prepared. A panel of reputed Architects be

7

129

prepared by CA PUDA and sites be allocated to such selected architects to prepare the layout plan of all these properties keeping in view of the latest market requirements. This be done within 2 weeks.

7. CA PUDA should contact financial institutions to explore the possibility of raising cheapest long term loans against the above mentioned land chunks so that the funds could be made available for construction of new jails and other infrastructure.

The meeting concluded with a vote of thanks to the Chair.

VASTU - SHILPA CONSULTANTS

May 16, 2007

Mr. Arun Goel, I.A.S.
Secretary to Government of Punjab
Department of Housing & Urban
Development-Cum-Vice Chairman
Room No. 419, 4th Floor
Mini Secretariat
Sector 9
Chandigarh

ACA (HQ/Policy)
ACA (F&A)
ACA, Mohali
EO, Mohali
CE
LAC
CTP
ARCHITECT
ADO (Admn./Policy)
AO (FIP)
SDE (HQ)
PA

My dear Mr. Goel,

It was indeed a pleasure meeting you on May 13th. At Delhi. It was heartening to feel your personal involvement in the project for the Mohali City Centre at Sector 62.

Shri. Badal's personal attention and involvement was further proof of a serious desire by the government of Punjab to now complete this prestigious project begun by the same government in 2001.

Ever since my return from the meeting on May 13, 2007 and the extensive briefing received I have been mulling over the consequences and the further actions required.

It is obvious from the desires expressed, the vision referred to and the goals benchmarked that a complete re-design from the concept onwards will be necessary to achieve this. The project as defined to date and the work done so far all becomes redundant and will not be viable by minor changes or enhancing to a reasonable degree the present program or stages.

Surveys relevant for this new vision will need to be conducted afresh so that market demand and supply as of today is used to re-build the program mix. The larger picture of Mohali as the head of the Chandigarh, Mohali, Panchukla conurbation or the Chandigarh Urban Complex as it is referred to also needs to be re-thought simultaneously.

Though we have done this in our earlier study I think in the light of our discussion with Shri. Badal this should be taken up again in more detail as part of the re-defining of this vision. It is only within that context that the new redefinition of the City Centre concept becomes sustainable.

BALKRISHNA DOSHI

RAJEEV KATHPALIA

RADHIKA DOSHI KATHPALIA

9-1-11
VASTU - SHILPA
CONSULTANTS

:2:

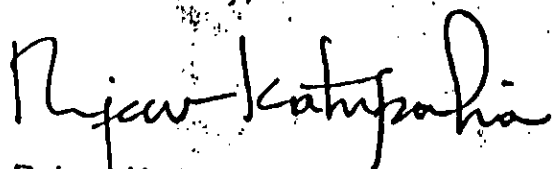
It means redefining our agreement afresh and more importantly it means a large commitment of time. It will be far more time and commitment than I anticipated off the cuff in our meeting, and certainly not possible in the time frames discussed in the meeting.

Even though in all fairness you have asked us to be involved again to realize this new vision we find ourselves constrained by our present commitments. We really wish that we had had the good fortune to have you in your present position a little earlier. Having waited for over a period of over two years with no movement at all on the project, we have taken on other work. Though in the past two days we have tried to find alternatives to continue our association we find it will not be possible.

With deep regret we suggest that you negotiate with another consultancy that is able and willing to take this on now. Perhaps you will allow us another opportunity in the future which will be mutually workable.

With best wishes and warm regards.

Yours sincerely,



Rajeev Kathpalia

P.S: I assume that our meeting with the Chief Minister on May 25th, 2007 will now be not necessary.

BALKRISHNA DOSHI

RAJEEV KATHPALIA

RADHIKA DOSHI KATHPALIA

Path* Thaltej Road Ahmedabad-380 054 India Phone (079) 27454537 / 39 Fax (079) 27452006. Internet: sangathad1@sancharnot.in

Web: www.sangath.org

Agenda Item No. 3.15
(Executive Committee Meeting)

Subject: - Mohali International Airport.

1.0 A meeting was held on 10.4.2007 under the Chairmanship of Chief Secretary, Punjab on expansion of Chandigarh Airport. In this meeting, the Regional Executive Director (RED), Northern Region, Airport Authority of India (AAI) informed that AAI is keen to develop Chandigarh Airport to international standards and desired that as already taken up by the CMD, AAI with the then Chief Secretary, Punjab, the State Govt. may give appx. 300 acres of land on the other side of the runway (Punjab Region) with independent access as also State Govt. may develop six lane approach to the propose location. The land be provided by the Govt. free of cost for development of said infrastructure. The Chief Secretary informed that the Govt. of Punjab is favourably inclined towards the proposal and wants Chandigarh airport to be developed to international standards. He, however, mentioned that the rate of the land in Punjab and particularly near the airport towards the Punjab area where the land needs to be acquired for the Chandigarh airport is very high. The estimated cost of land including acquisition and solatium charges in the said area is very high and it would be difficult for the State Govt. at this junction to provide land free of cost and bear the expenditure on its own, needed for acquisition.

2.0 It was also noted that the Airport is located in Chandigarh and shall besides the State of Punjab serve the states of Haryana, Himachal Pradesh and U.T. Further, seeing the congestion at Delhi airport, the AAI for its own commercial and financial reasons shall have no other option but to expand the Chandigarh airport. In view of the above, the Chief Secretary suggested that a Joint Ventures/Special Purpose Vehicle could be constituted between AAI and a State Govt Agency for which AAI shall convey to the State Govt. its approval in principal so that further details in this regard be worked out to develop the Chandigarh Airport.

3.0 The RED, AAI confirmed that they shall be taking up the matter with their board and get back to the State Govt. In this regard at the earliest.

4.0 Subsequently a meeting held under the Chairmanship of Chief Secretary on 9.5.2007 at Punjab Bhawan and it was decided that project of Mohali International Airport with a domain area development be taken up for conducting pre-feasibility study and engaging response to private sector.

5.0 The matter was taken up with M.D., PIDB that the Project of Mohali International Airport with domain area development and another Project of Express with dual Carriage Way on southern side of Mohali shall be taken by PIDB. M.D. PIDB took up the matter further with the Department of Civil Aviation to forward Mohali International Airport Project vide their office letter No. 3529 dated 5.6.2007. Subsequently another meeting was held on 16.7.2007 chaired by Chief Secretary,

Punjab to finalize the contents of MOU to be signed between GMADA and Airport Authority of India for the development of Mohali International Airport. This meeting was attended by Principal Secretary, Finance, Secretary Housing and Urban Development Department, Secretary Civil Aviation, Special Secretary, Coordination/Planning and Chief Administrator, GMADA. In this meeting draft MOU prepared by the Department of Civil Aviation was discussed wherein following observations were made :-

- (i) *The draft MOU is silent about the ratio of GMADA and AAI are to put in their money for development of project. It has been only mentioned that the land is to provide free of cost by GMADA whereas development etc. is to be made by AAI by contributing for revenue regarding development etc. This seems to be irrational and illogical. A project report clearly mentioning the investment to be made and revenue to be generated out of the project needs to be identified so as to enable the parties in determining the ratio of investment;*
- ii) *The determination of the ratio of the investment of the parties is also important if the project is not profitable and in that eventually losses have to be shared between/among the partners. For example, GMADA makes an investment of Rs. 300.00 crores against Rs. 100.00 crore investment made by AAI (Figures are hypothetical) and there are losses, it is apprehended that the same (the losses) are also going to be shared by the partners in the same ratio. This is unacceptable to GMADA;*
- iii) *For making a project like Mohali International Airport viable some additional charges have to be levied which are ultimately going to be passed on the passengers. It is gathered that the such charges can not be levied without the express and prior permission of the concerned Ministry Govt. of India. This issue also needs to be taken up in the meeting and needs clarification from AAI;*
- iv) *Regarding the financial position of the GMADA, it is apprised that we not left with much funds. It may be difficult for GMADA to make investment of Rs. 300.00 crores for land acquisition unless GMADA disposed off its own property or raises money. Further, a formal decision to associate with the project need to be taken up by the appropriate authority i.e. Executive Committee of GMADA followed by the confirmation of the same by the Authority of GMADA.*

6.0 In the meeting, It was decided that draft MOU may be revised by the Department of Civil Aviation with certain observations, accordingly revised MOU was also received from department of Civil Aviation. Some amendments were again

proposed to The Secretary Civil Aviation vide this office letter No.4482 dated 23-7-07 which are as under: -

| As per draft MOU | Proposed amendment |
|---|---|
| Page-3(ii) The GMADA has agreed in principle to hand over to the SPV company, 300 acres of land for the development of Mohali International Airport as per the survey done mutually and map drawn up. | Page-3(ii) The GMADA has agreed in principle to hand over to the SPV company, 300 acres of land subject to the ceiling of 50% of equity by investment for the development of Mohali International Airport as per the survey done mutually and map drawn up. |
| Page-4 (v) The GMADA shall exempt the entire airport, including the staff colony and the land used for the installation of Navigational Aids and other related equipment, from the payment of property tax and other municipal taxes initially for the period of five years commencing from the date of operationalization of airport to minimize operational losses of the SPV company. The need for further extension of these concessions and exemptions shall be reviewed by GMADA at the end of the five year period. | Page-4 (v) The State Government shall exempt the entire airport, including the staff colony and the land used for the installation of Navigational Aids and other related equipment, from the payment of property tax and other municipal taxes initially for the period of five years commencing from the date of operationalization of airport to minimize operational losses of the SPV company. The need for further extension of these concessions and exemptions shall be reviewed by the State Government at the end of the five year period. |
| Page-5(x) GMADA would be free to acquire more land for their own commercial development and usage in addition to the 300 acres being given for the SPV, which should be exclusively controlled by GMADA. | Page-5(x) GMADA would be free to acquire more land for their own commercial development and usage in addition to the 300 acres being given for the SPV, which should be exclusively controlled by GMADA. SPV and AAI shall fully facilitate GMADA to commercially exploit this additional land. |

"It is also added that the financial position of the GMADA is not sound and is unable to acquire land from its own resources. The required funds amounting to Rs. 300 crores approx. are to be arranged by way of grant from State Government or loan from any

Financial Institution. Interest to the tune of Rs. 40 crores approx. have to be paid on the loan amount. Since the AAI will spent the funds after acquisition of land in a phased manner, therefore the liability of interest for the loan raised should also be included while calculating the proportionate funds (Equity share).

A project report clearly mentioning the investment to be made and revenue to be generated out of the project needs to be identified so as to enable the parties in determining the ratio of investment. The determination of the ratio of the investment of the parties is also important if the project is not profitable and in that eventually losses have to be shared between/amongst the partners.

For making a project like Mohali International Airport viable some additional charges have to be levied which are ultimately going to be passed on to the passengers. It is gathered that the such charges can not be levied without the express and prior permission of the concerned Ministry in Govt. of India is required.

This being a major decision, the matter needs to be got approved from the Executive Committee of GMADA/Authority. As such the comments on the MOU are subject to approval of Executive Committee/ Authority of GMADA."

7.0 Amount of interest i.e. Rs.40 Crore per annum approximately to be paid in case loan is raised by the GMADA was also intimated to the Secretary Civil Aviation and was requested to keep in view this amount while calculating the proportionate funds (equity share).

8.0 This issue was again discussed in the meeting held on 24-7-07 under the Chairmanship of Chief Secretary wherein Secretary Civil Aviation was also present. During discussion SHUD raised the issue of keeping City side of airport with GMADA & giving air side to SPV (a new issue). It was decided that Govt. of Punjab shall try for it during negotiations. However, amendments proposed in Page-3 (ii) Page 4 (v), Page 5 (x) were approved. It was also consider that other issues raised in letter dated 17-7-07 and given in Para-6 are a matter of detail and so shall be included in the detailed contract agreement. Pre-operative expenses (Rs. 40/80 Crore are more shall be included in DPR.

9.0 It was further decided that this is a project of the State Govt. and not GMADA hence budgetary support shall be provided. GMADA is only representative of the State Govt. In this project.

10. In view of the decisions held in the meeting dated 24-7-07, a copy of the revised MOU has been received and the same is enclosed as Annexure "A".

11.0 Another meeting was held to discuss the issue at Chandigarh wherein Secretary Civil Aviation, Govt. of India was also present. Though the formal minutes of the meeting are still awaited, however it was generally agreed that a Special Purpose Vehicle be formed to implement the project.

12.0 The matter is placed before the Executive Committee for information and consideration of the project. The Committee may take decision on the following issue:-

i. Whether GMADA is to be a partner in the project or not if so to what extent (it would be apprised here that it was generally decided in the various meetings that GMADA will be acquiring the land on behalf of the State Govt. as the project is of State Govt. and handed over the land to Airport Authority of India. For this budgetary support shall be required from the State Govt. to enable GMADA to acquire land for the project);

ii. In what ratio, GMADA would be investing in this project and similarly in what ratio the return of the project would be shared;

iii. How losses are to be shared in case the project incurs some losses particularly during initial years of the project;

iv. Whether GMADA to acquire land more than 300 acres so as to explore commercial activities provided in para B (x) of the MOU;

v. Whether to sign MOU as placed below at Annexure A or with some modifications;

vi. Any other issue.

MEMORANDUM OF UNDERSTANDING

**BETWEEN
AIRPORTS AUTHORITY OF INDIA
AND
GREATER MOHALI AREA DEVELOPMENT AUTHORITY
FOR THE
DEVELOPMENT
OF
MOHALI
INTERNATIONAL
AIRPORT**

16

Annexure-1

252

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR THE
DEVELOPMENT OF
MOHALI INTERNATIONAL AIRPORT
(hereinafter referred to as "Airport")**

This Memorandum of Understanding is prepared and executed at _____, on the _____ day of _____, 2007 between the Greater Mohali Area Development Authority (hereinafter referred to as "GMADA") through its Vice Chairman cum Principal Secretary, Housing & Urban Development, Government of Punjab, (hereinafter referred to as GMADA) which expression shall, unless excluded by or repugnant to the context hereof mean and include its administrators, executors and assigns of the first part and the Airports Authority of India (hereinafter referred to as "AAI") represented by its Chairman which expression shall unless excluded by or repugnant to the context hereof mean and include its administrators, executors and assigns of the second part.individually referred to as the "party" and together referred to as the "parties".

WHEREAS AAI and GMADA have agreed to jointly develop the Mohali International Airport at S.A.S. Nagar, Mohali through the formation of a Special Purpose Vehicle (SPV) company.

AND WHEREAS AAI and GMADA have decided to record in writing, the terms of their mutual understanding with regard to the aforesaid.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS :

1. DELINEATION OF ROLES AND RESPONSIBILITIES

AAI and GMADA agree that the delineation of roles and responsibilities

amongst AAI, GMADA and the proposed SPV company shall be as under :

A. Clearances & Permissions

| S.No. | Activities/ Services for Clearances/ Permissions | Responsibility of |
|-------|---|-------------------|
| 1.1 | NOC from Pollution Control Board, Govt. of Punjab | SPV |
| 1.2 | Transfer of land (____ acres) to be mutually decided between GMADA and AAI as per the requirements to be worked out in the project report, free of cost and free from encumbrances for the development of the project to the SPV as equity investment subject to a ceiling of 50% of equity by investment | GMADA |
| 1.3 | Permissions / Clearances necessary from all authorities | SPV |
| 1.4 | All Infrastructure / Superstructure/ technical requirements for the airport as equity in the SPV to the extent of 50% of equity | AAI |

B. Execution of the Project

- i) The AAI shall execute the entire project which interalia, will include development of the airport, modifications required in the existing facilities to strengthen and upgrade them and subsequent running and maintenance of the airport for all types of aircraft. AAI will also take suitable steps and install all necessary devices required for the security and safety of the airport area for smooth operations as their investment in the SPV company.
- ii) The GMADA has agreed in principle to hand over to the SPV company, the required number of acres of land for the development of Mohali International Airport as per the survey to be done mutually and map drawn up.

iii) The detailed project report shall provide estimates of the cost of land and the cost of infrastructure thereupon. The equity shareholding of GMADA and AAI in the SPV is to be equal at 50% each. The SPV company would be floated by capitalizing the investment by GMADA in land and AAI by way of infrastructure development / cash infusion, both to the extent of 50% of equity capital. GMADA would transfer the land to the SPV company as equity investment, which in turn shall hand it over to AAI for development of the international airport, which would be the sole responsibility of the AAI keeping in view their expertise and their ability to technically assess the requirements and develop the field as per the international requirements and norms of international airports. Once the development is complete, for which a detailed plan will be drawn up as a part of the project report, showing the phase-wise development programme, the Board of Directors of the SPV company would take over the control of the operations of the airport.

iv) The project being developed under the SPV, may include normal shopping arcade and duty free shops, restaurants / lounges for passengers' use, but no other commercial venture which GMADA will be free to develop on the additional land to be acquired by them beyond the boundary of SPV. A

v) The GMADA shall bear all the expenditure in respect of claims or liabilities arising out of any litigation, whether present or future, pertaining to the land acquisition subject to a maximum of 50% of the equity investment.

vi) The SPV company shall bear all expenditure in connection with operation, management and maintenance including repairs of any facility at the Mohali International Airport after it has become operational, which shall not be the liability of GMADA/ Government of Punjab. Any cost in respect of future claims or liabilities arising out of any litigation, present or future, pertaining to land acquisition beyond

the 50% equity capital commitment of GMADA would be borne by the SPV.

vii) GMADA would contribute by way of land subject to a maximum of 50% of the total equity investment in the project, based on the value of land.

viii) No future liabilities / cost etc. would devolve on GMADA / Government of Punjab.

ix) The commercial income from the project would flow into the SPV where both GMADA and AAI would have equal equity share holding.

x) GMADA would be free to acquire more land for their own commercial development and usage in addition to the land being given for the SPV. The additional land acquired by GMADA would be exclusively controlled by GMADA. SPV and AAI shall fully facilitate GMADA to commercially exploit this additional land.

3. PERIOD OF COMPLETION

The AAI shall develop the Mohali International Airport for full-fledged operations within a period of two years from the date on which the physical possession of the entire land is transferred to the SPV company and handed over to AAI for development.

4. THE FACILITIES

The AAI shall obtain the necessary clearances from the Ministry of Defence and Air Force authorities at the Air Force Station, Chandigarh (to develop the Civil Terminal) and coordinate with them for providing Air Traffic Services, Rescue & Fire Fighting Services and Communication, Navigation and Surveillance (CNS) equipment/ services and all other necessary facilities required for smooth and efficient functioning of the airport. The Government of Punjab and GMADA shall

provide airport peripheral security and anti-hijacking squad as per the existing guidelines and mandatory requirements issued by the Bureau of Civil Aviation Security. The AAI shall also ensure appropriate facilities for night landing of the all types aircrafts, services and maintenance of equipment such as NDB, DVOR / DME, PAPI (Ground Landing Facilities, RFF vehicles etc.).

5. EFFECTIVE DATE OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective from the date of its execution by the parties hereto; Provided that whatever has been done between the parties hereto in relation to the project in question shall be deemed to have been done in pursuance of the terms and conditions of this Memorandum of Understanding.

6. REDRESSAL OF DISPUTES

In case of any dispute pertaining to the interpretation or implementation of any of the clauses of this Memorandum of Understanding, the matter shall at first instance be attempted to be settled amicably by mutual discussions between both the parties in the interest of the success of the project, failing which the dispute(s) will be adjudicated by the Permanent Machinery of Arbitration established by the Central Government.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS
MEMORANDUM OF UNDERSTANDING IN DUPLICATE ON THE DATE AND
YEAR HEREINAFTER INDICATED.

FOR AND ON BEHALF OF
AIRPORTS AUTHORITY OF INDIA

Signature :

Name :

Designation :

WITNESS

Signature :

Name :

Designation :

Date :

Place :

FOR AND ON BEHALF OF
GMADA

Signature :

Name :

Designation :

WITNESS

Signature :

Name :

Designation :

will
too
Inte
Subs