

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ, ਪੁੱਡਾ ਭਵਨ, ਸੈਕਟਰ-62,
ਐਸ.ਏ.ਐਸ.ਨਗਰ
(ਕੋਆਰਡੀਨੇਸ਼ਨ ਸਾਖਾ)

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:5.01
(ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਮੀਟਿੰਗ)

ਵਿਸ਼ਾ:- ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ ਦੀ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ
ਦੀ ਚੌਥੀ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਪੁਸ਼ਟੀ ਕਰਨ ਬਾਰੇ ।

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ ਦੀ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ
ਮਿਤੀ 11-1-2008(ਦੂਜੀ ਬੈਠਕ) ਨੂੰ ਹੋਈ ਚੌਥੀ ਮੀਟਿੰਗ ਵਿਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਸਬੰਧੀ
ਕਾਰਵਾਈ ਪੱਤਰ ਨੰ:1159-65, ਮਿਤੀ 21-1-2008(ਅਨੁਲੱਗ 'ੳ') ਰਾਹੀਂ ਕਾਰਜਕਾਰੀ
ਕਮੇਟੀ ਦੇ ਮੈਂਬਰ ਸਾਹਿਬਾਨ ਨੂੰ ਸੂਚਨਾ ਹਿਤ ਜਾਰੀ ਕਰ ਦਿੱਤੀ ਸੀ ।

ਇਸ ਸਬੰਧੀ ਹੁਣ ਤੱਕ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੇ ਕਿਸੇ ਵੀ ਮੈਂਬਰ ਸਾਹਿਬਾਨ ਜੀ
ਵਲੋਂ ਇਤਰਾਜ਼/ਸ਼ੋਧ ਕਰਨ ਸਬੰਧੀ ਕੋਈ ਤਜਵੀਜ਼/ਸੁਝਾਓ ਦਰਜ ਨਹੀਂ ਕੀਤਾ ਹੈ । ਉਕਤ
ਅਨੁਸਾਰ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਪੁਸ਼ਟੀ ਹਿਤ ਪੇਸ਼ ਹੈ ਜੀ ।

49-317-
37385-81

**GREATER MOHALI AREA DEVELOPMENT AUTHORITY
(CO-ORDINATION BRANCH)**

3. GMADA(Co-ordination)-A2-2007/ 1159-64

Dated:- 21/1/2008

To

1. Principal Secretary to Govt. of Punjab,
Department of Finance,
Punjab Civil Secretariat, Chandigarh.
2. Principal Secretary to Chief Minister, Punjab,
Punjab Civil Secretariat, Chandigarh.
3. Principal Secretary to Govt. of Punjab,
Department of Local Govt.,
Punjab Mini Secretariat, Chandigarh.
4. Secretary to Govt. of Punjab,
Department of Housing & Urban Development,
Punjab Mini Secretariat, Chandigarh.
5. Chief Town Planner,
Punjab, Chandigarh.
6. Chief Administrator,
Greater Mohali Area Development Authority,
Mohali.

Subject: 4th Meeting of the Executive Committee, Greater Mohali Area Development Authority (GMADA), Mohali.

Sir,

I am directed to forward herewith a copy of the minutes of the 4th Meeting of the **Executive Committee**, Greater Mohali Area Development Authority (GMADA) held under the Chairmanship of the Hon'ble Chief Secretary, Punjab, on 11-1-2008 at 4.30 P.M.(2nd sitting) in his office Committee Room, Punjab Civil Secretariat, Chandigarh for information and necessary action.


for Additional Chief Administrator(HQ),
Chief Administrator.

Endst. No. GMADA-Admn.-A-5/07/ 1165

Dated: 21/1/2008

A copy of the above alongwith a copy of the minutes of the 4th Meeting of the **Executive Committee**, Greater Mohali Area Development Authority (GMADA) is forwarded to the Secretary to Chief Secretary, Punjab for the kind information of Hon'ble Chief Secretary, Punjab.


for Additional Chief Administrator(HQ),
Chief Administrator.

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PROCEEDING OF THE 4TH MEETING OF EXECUTIVE COMMITTEE OF GREATER MOHALI ARE DEVELOPMENT AUTHORITY (GMADA) HELD UNDER THE CHAIRMANSHIP OF SH. R.I. SINGH, IAS, CHIEF SECRETARY TO GOVERNMENT OF PUNJAB ON 11.1.2008 AT 4.30 PM (2ND SITTING) IN HIS OFFICE ROOM.

The following were present:

1. Sh. Arun Goel, IAS,
Secretary to Govt. of Punjab,
Department of Housing and Urban Development,
Chandigarh.
2. Sh. Rajinder Sharma,
Chief Town Planner, Punjab,
Chandigarh.
3. Ms. Parneet Suri, IRS,
Special Secretary to Govt. of Punjab.,
Department of Finance,
Chandigarh.
(Representative of Finance Department)
4. Sh. V.P. Singh, IAS,
Chief Administrator,
GMADA, Mohali.

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

Item No. 4.01

Confirmation of the minutes of the 3rd meeting of the Executive Committee held on 3.8.2007.

The minutes were confirmed.

Item No. 4.02

To consider to take note of the follow up action taken by GMADA on the decisions taken in the 3rd meeting of the Executive Committee.

The Executive Committee took note of the follow up action and expressed its satisfaction.

51-319-11

Item No. 4.03

Development of Golf Course in Urban Estate at Mohali.

Approved.

Item No. 4.04

Policy regarding allotment of Hotel Sites.

Approved.

Item No. 4.05

Online sanctioning of building plan through Building Plan Approval Tracking and Management System.

Approved.

Item No. 4.06

150 ਵਰਗ ਗਜ਼ ਦੇ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਨੂੰ ਬੋਲੀ ਰਾਹੀਂ ਵੇਚਣ ਬਾਰੇ ।

Approved.

Item No. 4.07

ਮੋਹਾਲੀ ਪ੍ਰੈਸ ਕਲੱਬ ਲਈ ਕਮਿਊਨਟੀ ਸੈਟਰ ਫੇਜ਼ 7, ਮੋਹਾਲੀ ਵਿਖੇ 2 ਕਮਰੇ ਕਿਰਾਏ 'ਤੇ ਅਲਾਟ ਕਰਨ ਬਾਰੇ ।

This agenda item was deferred.

Item No. 4.08

Annual Administrative Report for the year 2006-2007.

Approved.

Item No. 4.09

Creation of one more post of Divisional Engineer (Electricity)

Approved.

Item No. 4.10

Disposal of Religious sites.

Approved.

\$2-320

Item No. 4.11

Amendment in clause-31-b in the Tender Form of works of GMADA.

Approved.

Item No. 4.12

Appointment of Independent Quality Assurance Consultants (IQAC).

Approved.

Item No. 4.13

Establishment of a Working Women Hostel and a Senior Citizen's Home at Mohali.

The Executive Committee discussed the matter in detail and decided that the land as proposed should be ear-marked for building an Old Age Home and a Working Women Hostel. The building for this should also be constructed by GMADA. The ownership should remain with GMADA and only the management of the facility should be given to State Red Cross. It was also decided that the District Unit of Red Cross should also be housed in the same building. The Executive Committee decided that the earlier allotment of 0.81 acre of land for the Red Cross Bhawan in Sector 71 should be cancelled.

Item No. 4.14

Policy for allotment of sites for Hospitals, Super specialty Hospitals and Nursing homes.

Approved.

Item No. 4.16

Raising of loan to provide the best infrastructure in Mohali Area.

The Executive Committee took note of situation and in principle agreed that GMADA would require to raise money through loans or bonds to provide better infrastructure in the area. It was decided that GMADA should pursue both the options i.e. loans as well as bonds, though the option of bonds should be preferable.

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Item No. 4.17

Revision of rates of Residential Plots.

After considering the entire matter the Executive Committee decided that the rates of residential plots in Urban Estate, Mohali should be fixed as follows:-

- | | |
|-----------------------|--------------------------|
| (i) Upto 100 sq. yds. | Rs. 5000/- per sq. yds. |
| (ii) Upto 101 & above | Rs. 10000/- per sq. yds. |

Item No. 4.18

Handing over of Parks of SAS Nagar to Resident Welfare Associations for development and maintenance till these parks are handed over to Municipal Council, Mohali.

The Executive Committee approved the proposal in principle and authorised to Chief Administrator to take decision on case to case basis.

Item No. 4.20

ਸਹਿਰੀ ਮਿਲਖ ਮੋਹਾਲੀ ਫੇਜ਼ 3 ਬੀ 1 ਵਿਖੇ ਅਣ-ਅਧਿਕਾਰਿਤ ਖੋਖਾ ਮਾਰਕੀਟ ਦੇ ਦੁਕਾਨਦਾਰਾਂ ਨੂੰ ਪੱਕੀਆਂ ਤਿਆਰ ਕੀਤੀਆਂ 130 ਰੇਹੜੀ ਸਾਈਟਾਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕਰਨ ਸਬੰਧੀ ।

The Executive Committee considered the matter and discussed in detail. Following decisions were taken:-

- (i) The Executive Committee noted that as per the survey report there were 322 illegal structures in Khokha Market. Though in some khokhas more than one person were working. Keeping in view the principle of parity and equity, the Executive Committee decided in principle that one booth should be allotted in lieu of one khokha. Wherever there were more than one person working in one khokha at the time of survey, all of them should be allotted the khokha jointly;
- (ii) The Executive Committee considered the report of Scrutiny Committee and their recommendations and decided that the applicants recommended by the Scrutiny Committee in their recommendations in sub para 'ਉ'-1 and 'ਉ'-2' should be allotted booths/booths sites subject to the decision in (i) above;

- 55-342
- (iii) Regarding recommendations of the Scrutiny Committee contained in sub para 'x' the Executive Committee noted that these applicants are not original khokha holders and their names do not find mention in the original survey list. The Executive Committee decided that the applications of all these persons should be rejected;
 - (iv) The Executive Committee accepted the recommendation of the Scrutiny Committee contained in para 'e' and 'f'.

The Executive Committee noted that this matter is already quite delayed and decided that early action to allot the booths/booth sites to the eligible beneficiaries be taken.

Item No. 4.21

Setting up of Punjab Habitat Centre Sector 68, SAS Nagar, Mohali.

Approved

Item No. 4.23

Confirmation of the minutes regarding Agenda Item No. 4.15, 4.19 and 4.22 of the 4th meeting of the Executive Committee, Greater Mohali Area Development Authority (GMADA) held on 4.1.2008

The minutes were confirmed.

Item No. 4.24

To consider to take note of the follow up action taken by GMADA on the decisions taken in the 4th meeting of the Executive Committee, Greater Mohali Area Development Authority (GMADA) held on 4.1.2008 regarding Agenda Item No. 4.15, 4.19 and 4.22

The Executive Committee noted the follow up action and expressed its satisfaction.

Following issues were also discussed with the approval of the Chairman:-

- (I) The Executive Committee decided to place on record its appreciation for the services rendered to the Authority by the former Chief Administrator Sh. Krishan Kumar, IAS.

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(II) Chief Administrator, GMADA brought to the notice of the Executive Committee that presently only Chief Administrator, GMADA is entitled to the use of official mobile phone. In day to day working of the Authority, mobile phones have become a necessity, which not only offer convenience but also improve the efficiency of the working of the Organization. The Executive Committee unanimously agreed that the facility of mobile phone to Senior Officers, who are critical to the working of the Authority is necessary. It was decided that mobile facility should be provided to all those officers whose equivalent status officers in the Govt. of Punjab are given this facility. It was further decided to authorise the Chief Administrator to allow mobile facility to any officer of the Authority for a limited period on need basis.

the Chair.

The meeting ended with a vote of thanks to

(R.I. Singh)
Chairman

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ, ਪੁੱਡਾ ਭਵਨ, ਸੈਕਟਰ-62,
 ਐਸ.ਏ.ਐਸ.ਨਗਰ
 (ਕੋਆਰਡੀਨੇਸ਼ਨ ਸਾਖਾ)

ਅਜੰਡਾ ਆਈਟਮ ਨੰ: 5.02
 (ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਮੀਟਿੰਗ)

ਵਿਸ਼ਾ: ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ(ਗਮਾਡਾ) ਦੀ ਕਾਰਜਕਾਰੀ
 ਕਮੇਟੀ ਦੀ ਚੌਥੀ ਮੀਟਿੰਗ ਵਿਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਤੇ ਕੀਤੀ ਗਈ
 ਕਾਰਵਾਈ ਤੇ ਵਿਚਾਰ ਕਰਨ ਬਾਰੇ ।

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ (ਗਮਾਡਾ) ਦੀ ਕਾਰਜਕਾਰੀ
 ਕਮੇਟੀ ਦੀ ਮਿਤੀ 11-1-2008 (ਦੂਜੀ ਬੈਠਕ) ਨੂੰ ਹੋਈ ਚੌਥੀ ਮੀਟਿੰਗ ਵਿਚ ਲਏ ਗਏ
 ਫੈਸਲਿਆਂ ਤੇ ਦਫਤਰ ਵਲੋਂ ਕੀਤੀ ਗਈ ਕਾਰਵਾਈ ਬਾਰੇ ਮੱਦ-ਵਾਰ ਵਿਵਰਣ ਦਰਸਾਉਂਦੀ
 ਸਾਰਣੀ ਹੇਠਾਂ ਅਜੰਡਾ ਨੋਟ ਦੇ ਅਨੁੱਲਗ ਓ ਤੇ ਅਥਾਰਟੀ ਅੱਗੇ ਸੂਚਨਾ ਹਿਤ ਰੱਖੀ ਜਾਂਦੀ ਹੈ ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:5.02

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਟੀ ਦੀ ਮਿਤੀ 11-1-2008(ਦੂਜੀ ਬੈਠਕ) ਨੂੰ ਚੌਥੀ ਮੀਟਿੰਗ ਵਿਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਤੇ ਕੀਤੀ ਗਈ ਕਾਰਵਾਈ ਦਾ ਮੱਦ-ਵਾਰ ਵਿਵਰਣ।

ਆਈਟਮ ਨੰ:	ਵਿਸ਼ਾ	ਫੈਸਲਾ	ਕੀਤੀ ਕਾਰਵਾਈ
4.01	Confirmation of the minutes of the 3 rd meeting of the Executive Committee held on 3-8-2007.	The minutes were confirmed.	-
4.02	To consider to take note of the follow up action taken by GMADA on the decisions taken in the 3 rd meeting of the Executive Committee.	The Executive Committee took note the follow up action and expressed its satisfaction.	-
4.03	Development of Golf Course in Urban Estate at Mohali.	Approved.	ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦਾ ਫੈਸਲਾ ਕੰਮਪਲਾਇੰਸ ਹਿਤ ਪੰਜਾਬ ਇਨਫਰਾਸਟਰਕਚਰ ਡਿਵੈਲਪਮੈਂਟ ਬੋਰਡ ਨੂੰ ਅਗਲੇਰੀ ਕਾਰਵਾਈ ਹਿਤ ਭੇਜਿਆ ਜਾ ਚੁੱਕਾ ਹੈ। ਇਸ ਤੇ ਹੁਣ ਅਗਲੇਰੀ ਕਾਰਵਾਈ ਪੰਜਾਬ ਇਨਫਰਾਸਟਰਕਚਰ ਡਿਵੈਲਪਮੈਂਟ ਬੋਰਡ ਵਲੋਂ ਹੀ ਹੋਣੀ ਹੈ।

4.04	Policy regarding allotment of Hotel Sites.	Approved.	ਹਦਾਇਤਾਂ ਜਾਰੀ ਕਰ ਦਿੱਤੀਆਂ ਹਨ ।
4.05	Online sanctioning of building plan through Building Plan Approval Tracking and Management System.	Approved.	ਕਾਰਵਾਈ ਕੀਤੀ ਜਾ ਰਹੀ ਹੈ
4.06	150 ਵਰਗ ਗਜ਼ ਦੇ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਨੂੰ ਬੋਲੀ ਰਾਹੀਂ ਵੇਚਣ ਬਾਰੇ ।	Approved.	ਫੈਸਲਾ ਨੋਟ ਕਰ ਲਿਆ ਹੈ ।
4.07	ਮੋਹਾਲੀ ਪ੍ਰੈਸ ਕਲੱਬ ਲਈ ਕਮਿਊਨਿਟੀ ਸੈਂਟਰ ਫੇਜ਼-7 ਮੋਹਾਲੀ ਵਿਖੇ 2 ਕਮਰੇ ਕਿਰਾਏ 'ਤੇ ਅਲਾਟ ਕਰਨ ਬਾਰੇ ।	This agenda item was deferred.	--
4.08	Annual Administrative Report for the year 2006-2007.	Approved.	ਸਾਲ 2006-2007 ਸਾਲਾਨਾ ਪ੍ਰਬੰਧਕੀ ਰਿਪੋਰਟ ਪ੍ਰਿੰਟ ਹੋ ਚੁੱਕੀ ਹੈ ਅਤੇ ਸਰਕਾਰ ਨੂੰ ਭੇਜੀ ਜਾ ਰਹੀ ਹੈ ।
4.09	Creation of one more post of Divisional Engineer(electricity).	Approved.	ਮੰਡਲ ਇੰਜੀਨੀਅਰ(ਇਲੈਕਟਰੀਸਿਟੀ) ਦੀ ਆਸਾਮੀ ਦੀ ਰਚਨਾ ਸਬੰਧੀ ਦਫਤਰੀ ਹੁਕਮ ਜਾਰੀ ਕਰ ਦਿੱਤੇ ਗਏ ਹਨ ।
4.10	Disposal of Religious sites.	Approved.	ਕਾਰਵਾਈ ਕੀਤੀ ਜਾ ਚੁੱਕੀ ਹੈ ।
4.11	Amendment in clause-31-b in the Tender Form of works of GMADA.	Approved.	ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦਾ ਫੈਸਲਾ ਲਾਗੂ ਕੀਤਾ ਜਾ ਚੁੱਕਾ ਹੈ ।

4.12	Appointment of Independent Quality Consultants(IQAC).	Approved.	ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦਾ ਫੈਸਲਾ ਲਾਗੂ ਕੀਤਾ ਜਾ ਚੁੱਕਾ ਹੈ।
4.13	Establishment of a Working Women Hostel and a Senior Citizen's Home at Mohali.	The Executive Committee discussed the matter in detail and decided that the land as proposed should be earmarked for building an Old Age Home and a Working Woman Hostel. The building for this should also be constructed by GMADA. The ownership should remain with GMADA and only the management of the facility should be given to State Red Cross. It was also decided that the Distt. Unit of Red Cross should also be housed in the same building. The executive committee decided that the earlier allotment of 0.81 acre of land for the Red Cross Bhawan in Sector-71 should be cancelled.	ਵਰਕਿੰਗ ਵੂਮੈਨ ਹੋਸਟਲ ਅਤੇ ਸੀਨੀਅਰ ਸਿਟੀਜਨ ਹੋਮ ਉਸਾਰਣ ਲਈ ਸੂਚਿਤ ਕਰ ਦਿੱਤਾ ਗਿਆ ਹੈ।
4.14	Policy for allotment of sites for Hospitals, Super Specialty Hospitals and Nursing Homes.	Approved.	ਹਦਾਇਤਾਂ ਜਾਰੀ ਕਰ ਦਿੱਤੀਆਂ ਹਨ।

4.16	Raising of loan to provide the best infrastructure in Mohali Area.	The Executive Committee took note of situation and in principle agreed that GMADA would require to raise money through loans or bonds to provide better infrastructure in the area. It was decided that GMADA should pursue both the options i.e. loans as well as bonds, though the option of bonds should be preferable.	ਸਬੰਧਤ ਬਰਾਂਚਾਂ ਨੂੰ ਸੂਚਿਤ ਕੀਤਾ ਜਾ ਚੁੱਕਿਆ ਹੈ । ਰਿਕਵਾਇਰਮੈਂਟ ਅਨੁਸਾਰ ਲੋਨ ਲਿਆ ਜਾਵੇਗਾ ।
4.17	Revision of rates of Residential Plots.	After considering the entire matter the Executive Committee decided that the rates of residential plots in Urban Estate, Mohali should be fixed as follows:- (i) Upto 100 Sq.Yds. Rs.5000/- per sq.yds. (ii) Upto 101 & above Rs.10000/- per sq.yds.	ਨੋਟ ਕੀਤਾ ਗਿਆ ।
4.18	Handing over of Parks of SAS Nagar to Resident Welfare Associations for development and maintenance till these parks are handed over to Municipal Council, Mohali.	The Executive Committee approved the proposal in principle and authorised to Chief Administrator to take decision on case to case basis.	ਵੱਖ ਵੱਖ ਸੈਕਟਰਾਂ ਵਿਚ ਪੈਂਦੀਆਂ 11 ਪਾਰਕਾਂ ਵੈਲਫੇਅਰ ਐਸੋਸੀਏਸ਼ਨਾਂ ਨੂੰ ਸੌਂਪੀਆਂ ਜਾ ਚੁੱਕੀਆਂ ਹਨ ।

4.20	<p>ਸਹਿਰੀ ਮਿਲਖ ਮੋਹਾਲੀ ਫੇਜ਼ 3 ਬੀ 1 ਵਿਖੇ ਅਣ-ਅਧਿਕਾਰਿਤ ਖੋਖਾ ਮਾਰਕੀਟ ਦੇ ਦੁਕਾਨਦਾਰਾਂ ਨੂੰ ਪੱਕੀਆਂ ਤਿਆਰ ਕੀਤੀਆਂ 130 ਰੇਹੜੀ ਸਾਈਟਾਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕਰਨ ਸਬੰਧੀ।</p>	<p>The Executive Committee considered the matter and discussed in detail. Following decisions were taken:-</p> <p>(i) Tshe Executive Committee noted that as per the survey report there were 322 illegal structures in Khokha Market. Though in some khokhas more than one person were working. Keeping view the principle of Parity and equity, the Executive Commottee decided principle one booth should be allotted in lieu of one khokha. Wherever there were more than one person workin one khokha at the time of Survey, all of them should be allotted the khokha jointly;</p> <p>(ii) The Executive Committe considered the report of Scrutiny Committee and their recommendations and</p>	<p>ਅਥਾਰਟੀ ਦੀ ਚੌਥੀ ਮੀਟਿੰਗ ਦੀ ਮੱਦ ਨੰ:4.11 ਅਨੁਸਾਰ ਮਿਤੀ 24-9-2008 ਨੂੰ 369 ਬੂਥ ਅਲਾਟ ਕਰਨ ਲਈ ਡਰਾਅ ਕੱਢਿਆ ਜਾ ਚੁੱਕਾ ਹੈ ਅਤੇ ਸਬੰਧਤਾਂ ਨੂੰ ਇਨਟੈਂਟ ਪੱਤਰ ਅਤੇ ਐਲੋਕੇਸ਼ਨ ਪੱਤਰ ਜਾਰੀ ਕੀਤੇ ਜਾ ਚੁੱਕੇ ਹਨ।</p>
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		<p>decided that the applicants recommended by the Scrutiny Committee in their recommendations in sub para '8' and '8-2' should be allotted booths/booths sites subject to the decision in (i) above;</p> <p>(iii) Regarding recommendations of the Scrutiny Committee contained in sub para '8' the Executive Committee noted that these applicants are not original khokha holders and their names do not find mention the original survey list. The Executive Committee decided that the applications of all these persons should be rejected;</p> <p>(iv) The Executive Committee accepted the recommendation of the Scrutiny Committee</p>	
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		<p>contained para 'E' and 'S'. The Executive Committee noted that this matter is already quite delayed and decided that early action to allot the booths/booth sites to the eligible beneficiaries be taken.</p>	
4.21	Setting up of Punjab Habitat Centre Sector-68, SAS Nagar, Mohali.	Approved.	<p>ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦਾ ਫੈਸਲਾ ਕੰਪਲਾਇੰਸ ਇਤ ਪੰਜਾਬ ਇਨਫਰਾਸਟਰਕਚਰ ਡਿਵੈਲਪਮੈਂਟ ਬੋਰਡ ਨੂੰ ਅਗਲੇਰੀ ਕਾਰਵਾਈ ਹਿਤ ਭਾਜਿਆ ਜਾ ਚੁੱਕਾ ਹੈ । ਇਸ ਤੇ ਹੁਣ ਅਗਲੇਰੀ ਕਾਰਵਾਈ ਪੰਜਾਬ ਇਨਫਰਾਸਟਰਕਚਰ ਡਿਵੈਲਪਮੈਂਟ ਬੋਰਡ ਵਲੋਂ ਹੀ ਹੋਣੀ ਹੈ । ਪੰਜਾਬ ਇਨਫਰਾਸਟਰਕਚਰ ਡਿਵੈਲਪਮੈਂਟ ਬੋਰਡ ਵਲੋਂ ਮੈਸ:ਆਈ.ਐਲ.ਐਂਡ ਐਫ.ਐਸ. ਨੂੰ ਇਹ ਕੰਮ ਸੌਂਪਿਆ ਗਿਆ ਹੈ। ਉਨ੍ਹਾਂ ਵਲੋਂ ਅਖਬਾਰਾਂ ਵਿਚ ਵਿਗਿਆਪਨ ਦੇਣ ਤੋਂ ਬਾਅਦ ਸੋਰਟ ਲਿਸਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਕੀਤੀ ਜਾ ਰਹੀ ਹੈ ਅਤੇ ਆਰ.ਪੀ.ਐਫ.ਡਾਕੂਮੈਂਟਸ ਵਿਚਾਰ</p>

			ਅਧੀਨ ਹਨ ਜਿਸ ਉੱਤੇ ਸੈਕਟਰਲ ਸਬ ਕਮੇਟੀ ਦੀ ਮੀਟਿੰਗ ਮਿਤੀ 14-5-2008 ਨੂੰ ਮੈਨੇਜਿੰਗ ਡਾਇਰੈਕਟਰ, ਪੰਜਾਬ ਇਨਫਰਾਸਟਰਕਚਰ ਡਿਵੈਲਪਮੈਂਟ ਬੋਰਡ ਦੀ ਅਗਵਾਈ ਹੇਠ ਹੋਈ ਸੀ।
4.23	Confirmation of the minutes regarding Agenda Item No.4.15, 4.19 and 4.22 of the 4 th meeting of the Executive Committee, Greater Mohali Area Development Authority(GMADA) held on 4-1-2008.	The minutes were confirmed.	--
4.24	To consider to take note of the follow up action taken by GMADA on the Decisions taken in the 4 th meeting of the Executive Committee, Greater Mohali Area Development Authority(GMADA) held on 4-1-2008 regarding Agenda Item No.4.15, 4.19 and 4.22.	<p>The Executive Committee noted the follow up action and expressed its satisfaction.</p> <p>Following issues were also discussed with the approval of the Chairman:-</p> <p>(i) The Executive Committee decided to place on record its appreciation for the services rendered to the Authority by</p>	<p>--</p> <p>(ਜ) ਸਾਬਕਾ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਸ੍ਰੀ ਕ੍ਰਿਸ਼ਨ ਕੁਮਾਰ, ਆਈ.ਏ.ਐਸ. ਨੂੰ ਸਾਲਾਘਾ</p>

		<p>the former Chief Administrator Sh.Krishan Kumar, IAS.</p> <p>(ii) Chief Administrator, GMADA brought to the notice of the Executive Committee that presently only Chief Administrator, GMADA is entitled to the use of official mobile phone. In day to day working of the Authority, mobile phones have become a necessity, which not only offer convenience but also improve the efficiency of the working of the organisation. The Executive Committee unanimously agreed that the facility of mobile phone to Senior Officers, who are critical to the working of the authority is necessary. It was decided that mobile facility</p>	<p>ਪੱਤਰ ਜਾਰੀ ਕਰ ਦਿੱਤਾ ਗਿਆ ਹੈ ।</p> <p>ਇਸ ਸਬੰਧ ਵਿਚ ਅਥਾਰਟੀ ਵਿਚ ਮੱਦ ਨੰ:4.09 ਰਾਹੀਂ ਕੀਤੇ ਫੈਸਲੇ ਅਨੁਸਾਰ ਅੱਗੇ ਵਾਸਤੇ ਅਧਿਕਾਰੀਆਂਕਰਮਚਾਰੀਆਂ ਨੂੰ ਇਹ ਸਹੂਲਤ ਪ੍ਰਦਾਨ ਕਰਨ ਲਈ ਫੈਸਲਾ ਕਰਨ ਦੇ ਅਧਿਕਾਰ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਗਮਾਡਾ ਨੂੰ ਦਿੱਤੇ ਗਏ ਹਨ ।</p>
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		should be provided to the all those officers whose equivalent status officers in the Govt. of Punjab are given this facility. It was further decided to authorise the Chief Administrator to allow mobile facility to any officer of the Authority for a limited period on need basis.	
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ਅਜੰਡਾ ਆਈਟਮ ਨੰ:.....5:03

(ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਮੀਟਿੰਗ)

ਵਿਸ਼ਾ:- ਸੈਕਟਰ-81 ਦੇ ਖੇਤਰ ਵਿੱਚ ਅਤੇ ਅਪਰੋਚ ਸੜਕਾਂ ਉੱਤੇ ਮਾਨਯੋਗ ਪ੍ਰਧਾਨ ਮੰਤਰੀ ਭਾਰਤ ਦੀ ਮਿਤੀ 19-9-2008 ਨੂੰ ਤਜਵੀਜਤ ਯਾਤਰਾ ਕਾਰਨ ਪੰਜਾਬ ਸਰਕਾਰ ਦੇ ਨਿਰਦੇਸ਼ਾਂ ਅਨੁਸਾਰ ਗਮਾਡਾ ਦੁਆਰਾ ਕੀਤੇ ਗਏ ਕੰਮਾਂ ਉੱਤੇ ਕੀਤੇ ਖਰਚੇ ਸਬੰਧੀ।

ਮਾਨਯੋਗ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ ਜੀ ਨੇ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਗਮਾਡਾ, ਮੁਹਾਲੀ ਨੂੰ ਮਿਤੀ 4-9-2008 ਨੂੰ ਇਹ ਸੂਚਿਤ ਕੀਤਾ ਸੀ ਕਿ ਭਾਰਤ ਦੇ ਮਾਨਯੋਗ ਪ੍ਰਧਾਨ ਮੰਤਰੀ ਜੀ ਮਿਤੀ 15-9-08 ਤੋਂ ਬਾਅਦ ਕਿਸੇ ਦਿਨ ਵੀ ਨੈਸ਼ਨਲ ਇੰਸਟੀਚਿਊਟ ਆਫ ਨੈਨੋ ਸਾਇੰਸ ਅਤੇ ਬਾਇਓ ਟੈਕਨੋਲੋਜੀ ਇੰਸਟੀਚਿਊਟ ਜਿਸ ਦੀ ਸਾਈਟ ਸੈਕਟਰ 81, ਮੁਹਾਲੀ ਵਿੱਚ ਪੈਂਦੀ ਹੈ, ਦਾ ਨੀਹ ਪੱਥਰ ਰੱਖਣ ਲਈ ਮੁਹਾਲੀ ਵਿਖੇ ਯਾਤਰਾ ਕਰ ਸਕਦੇ ਹਨ। ਇਸ ਤਜਵੀਜਤ ਯਾਤਰਾ ਨੂੰ ਸਨਮੁੱਖ ਰੱਖਦੇ ਹੋਏ ਗਮਾਡਾ ਨੂੰ ਇਸ ਸਾਈਟ ਦੀਆਂ ਅਪਰੋਚ ਸੜਕਾਂ ਨੂੰ ਰਿਪੇਅਰ ਕਰਨ ਅਤੇ ਏਰੀਏ ਦੀ ਸਫਾਈ ਆਦਿ ਦਾ ਕੰਮ ਸੌਂਪਿਆ ਗਿਆ ਸੀ। ਪੰਜਾਬ ਸਰਕਾਰ ਦੇ ਨਿਰਦੇਸ਼ਾਂ ਅਨੁਸਾਰ ਇਸ ਕੰਮ ਨੂੰ ਤੁਰੰਤ ਹੱਥ ਵਿੱਚ ਲਿਆ ਗਿਆ ਅਤੇ ਮਿੱਥੇ ਸਮੇਂ ਅੰਦਰ ਮੁਕੰਮਲ ਕੀਤਾ ਗਿਆ। ਸਰਕਾਰ ਦੇ ਵਕਾਰ ਨੂੰ ਮੱਦੇ ਨਜ਼ਰ ਰੱਖਦੇ ਹੋਏ ਗਮਾਡਾ ਦੇ ਸਮਰੱਥ ਅਧਿਕਾਰੀ ਨੇ ਉਪਰੋਕਤ ਮਕਸਦ ਲਈ ਸੈਕਟਰ 66/65, 67/64, 68/83 ਦੀਆਂ ਸੈਕਟਰ ਡਿਵਾਈਡਿੰਗ ਰੋਡਾਂ ਦੀ ਰਿਪੇਅਰ ਅਤੇ ਸੈਕਟਰ 80 ਮੁਹਾਲੀ ਦੀ ਸੜਕਾਂ ਦੀ ਰਿਪੇਅਰ ਲਈ ਨਿਮਨਲਿਖਿਤ ਖਰਚਾ ਕਰਨ ਦੀ ਪ੍ਰਸ਼ਾਸਕੀ ਪ੍ਰਵਾਨਗੀ ਜਾਰੀ ਕੀਤੀ ਸੀ:-


1) ਸਿਵਲ ਵਰਕਸ

12.50 ਲੱਖ ਰੁਪਏ

2) ਇਲੈਕਟ੍ਰੀਕਲ ਵਰਕਸ	2.50 ਲੱਖ ਰੁਪਏ
3) ਹਾਰਟੀਕਲਚਰ ਵਰਕਸ	1.00 ਲੱਖ ਰੁਪਏ
	16 ਲੱਖ ਰੁਪਏ

ਇਸ ਪ੍ਰਸਾਸਕੀ ਪ੍ਰਵਾਨਗੀ ਵਿਰੁੱਧ ਕੰਮ ਨੇਪਰੇ ਚੜ੍ਹਾਉਣ ਲਈ ਸਿਵਲ ਵਰਕਸ ਲਈ 10.96 ਲੱਖ ਰੁਪਏ, ਬਿਜਲੀ ਦੇ ਕੰਮ ਲਈ 2.30 ਲੱਖ ਰੁਪਏ ਖਰਚ ਹੋਏ ਸਨ। ਕਿਉਂਜੋ ਇਨ੍ਹਾਂ ਕੰਮਾਂ ਨੂੰ ਮਾਨਯੋਗ ਪ੍ਰਧਾਨ ਮੰਤਰੀ, ਭਾਰਤ ਜੀ ਦੀ ਤਜਵੀਜਤ ਯਾਤਰਾ ਕਾਰਨ ਤੁਰੰਤ ਮੁਕੰਮਲ ਕੀਤਾ ਜਾਣਾ ਸੀ। ਇਸ ਲਈ ਸਮੇਂ ਦੀ ਘਾਟ ਕਾਰਨ ਟੈਂਡਰ ਲਗਾਉਣ ਆਦਿ ਦੇ ਉਪਯੁਕਤ ਪ੍ਰੋਸੀਜਰ ਨੂੰ ਅਡਾਪਟ ਨਹੀਂ ਕੀਤਾ ਜਾ ਸਕਦਾ ਸੀ। ਇਸ ਕਰਕੇ ਇਨ੍ਹਾਂ ਕੰਮਾਂ ਨੂੰ ਗਮਾਡਾ ਦੇ ਇਸੇ ਤਰ੍ਹਾਂ ਦੇ ਮਿਲਦੇ ਜੁਲਦੇ ਕੰਮਾਂ ਨੂੰ ਪਹਿਲਾਂ ਹੀ ਕਰ ਰਹੀ ਏਜੰਸੀ ਤੋਂ ਪਹਿਲਾਂ ਹੀ ਅਲਾਟਡ/ਪ੍ਰਵਾਨਿਤ ਰੇਟਾਂ ਤੇ ਕਰਵਾਇਆ ਗਿਆ ਹੈ।

ਕਿਉਂਜੋ ਇਹ ਕੰਮ ਗਮਾਡਾ ਦੇ ਅਧਿਕਾਰ ਹੇਠ ਨਹੀਂ ਆਉਂਦਾ ਅਤੇ ਇਸ ਨੂੰ ਸਰਕਾਰ ਦੀਆਂ ਹਦਾਇਤਾਂ ਅਨੁਸਾਰ ਕਰਵਾਇਆ ਗਿਆ ਹੈ। ਇਸ ਲਈ ਪੁੱਛਾ ਐਕਟ ਦੀ ਧਾਰਾ 49.2 (d) ਅਧੀਨ ਇਸ ਖਰਚੇ ਦੀ ਕਾਰਜਬਾਦ ਪ੍ਰਵਾਨਗੀ ਲਈ ਅਥਾਰਟੀ ਦੀ ਐਗਜ਼ੈਕਟਿਵ ਕਮੇਟੀ ਅੱਗੇ ਪੇਸ਼ ਹੈ ਜੀ।


ਮੁ:ਇ:(ਸੀ-1)

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਿਟੀ, ਐਸ.ਏ.ਐਸ. ਨਗਰ

ਏਜੰਡਾ ਆਈਟਮ ਨੰ:5.04.....

(ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਮੀਟਿੰਗ)

ਵਿਸ਼ਾ:- ਐਸ.ਏ.ਐਸ. ਨਗਰ ਵਿਖੇ ਵਿੱਤੀ ਤੌਰ ਤੇ ਕਮਜ਼ੋਰ ਵਰਗ ਵਾਸਤੇ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਸਬੰਧੀ।

ਭਾਰਤ ਸਰਕਾਰ ਵੱਲੋਂ ਤਿਆਰ ਕੀਤੀ ਨੈਸ਼ਨਲ ਹਾਊਸਿੰਗ ਪਾਲਿਸੀ ਅਨੁਸਾਰ ਦੇਸ਼ ਦੇ ਵੱਖ ਵੱਖ ਹਿੱਸਿਆਂ ਵਿੱਚ 20 ਲੱਖ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਕਰਨ ਦੀ ਤਜਵੀਜ਼ ਹੈ। ਇਸ ਤੋਂ ਇਲਾਵਾ ਪ੍ਰਧਾਨ ਮੰਤਰੀ ਜੀ ਦੇ 20 ਨੁਕਾਤੀ ਪ੍ਰੋਗਰਾਮ ਅਧੀਨ ਲੜੀ ਨੰ: 14-ਡੀ ਅਤੇ 14-ਈ ਅਨੁਸਾਰ ਘੱਟ ਆਮਦਨ ਗਰੁੱਪ ਅਤੇ ਈ ਡਬਲਿਊ ਐਸ. ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਕੀਤੀ ਜਾਣੀ ਹੈ ਜੋ ਕਿ ਉਕਤ ਦਰਸਾਈ ਨੈਸ਼ਨਲ ਹਾਊਸਿੰਗ ਪਾਲਿਸੀ ਅਧੀਨ ਆਉਂਦੀ ਹੈ।

ਇਸ ਸਬੰਧੀ ਪੰਜਾਬ ਸਰਕਾਰ ਵੱਲੋਂ ਪੰਜਾਬ ਰਾਜ ਵਿੱਚ ਉਸਾਰੇ ਜਾ ਰਹੇ ਨਵੇਂ ਮੈਗਾ ਪ੍ਰੋਜੈਕਟਾਂ ਵਿੱਚ ਵੀ ਇਸ ਤਰ੍ਹਾਂ ਦੇ ਮਕਾਨ ਉਸਾਰਨ ਲਈ ਮਕਾਨ ਉਸਾਰੀ ਅਤੇ ਸਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ ਵੱਲੋਂ ਉਹਨਾਂ ਦੇ ਪਿੱਠ ਅੰਕਣ ਨੰ: 17/91/08-1 ਐਚ.ਜੀ-2/7071-83 ਮਿਤੀ 7-11-2008 ਰਾਹੀਂ ਇੱਕ ਨੋਟੀਫਿਕੇਸ਼ਨ ਜਾਰੀ ਕੀਤੀ ਗਈ ਹੈ ਜਿਸ ਵਿੱਚ ਇਸ ਤਰ੍ਹਾਂ ਦੇ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਅਤੇ ਇਹਨਾਂ ਦੀ ਅਲਾਟਮੈਂਟ ਸਬੰਧੀ ਵਿਵਸਥਾਵਾਂ ਹਨ।

ਉਕਤ ਦਰਸਾਈਆਂ ਭਾਵਨਾਵਾਂ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰੱਖਦੇ ਹੋਏ ਮਾਣਯੋਗ ਮੁੱਖ ਮੰਤਰੀ ਪੰਜਾਬ ਵੱਲੋਂ ਐਸ.ਏ.ਐਸ. ਨਗਰ ਵਿਖੇ ਮਿਤੀ: 17-1-09 ਨੂੰ ਹੋਏ ਸੰਗਤ ਦਰਸ਼ਨ ਦੌਰਾਨ ਇਹ ਐਲਾਨ ਕੀਤਾ ਸੀ ਕਿ ਮੋਹਾਲੀ ਵਿਖੇ ਤਕਰੀਬਨ 2000 ਈ ਡਬਲਿਊ ਐਸ. ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਕੀਤੀ ਜਾਵੇਗੀ। ਗਮਾਡਾ ਵੱਲੋਂ ਮੋਹਾਲੀ ਵਿਖੇ ਈ ਡਬਲਿਊ. ਐਸ. ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਲਈ ਦੋ ਸਾਈਟਾਂ ਦੀ ਚੋਣ ਕੀਤੀ ਗਈ ਹੈ ਜੋ ਕਿ ਸੈਕਟਰ 57 ਅਤੇ ਸੈਕਟਰ 66 ਵਿੱਚ ਹਨ। ਇਹਨਾਂ ਦਾ ਰਕਬਾ ਕ੍ਰਮਵਾਰ 0.94 ਏਕੜ ਅਤੇ 26.25 ਏਕੜ ਹੈ। ਆਰਕੀਟੈਕਟ, ਗਮਾਡਾ ਵੱਲੋਂ ਤਿਆਰ ਕੀਤੇ ਗਏ ਨਕਸ਼ਿਆਂ ਦੇ ਆਧਾਰ ਤੇ, ਜੋ ਕਿ ਸਕੱਤਰ, ਮਕਾਨ ਉਸਾਰੀ ਅਤੇ

ਸਹਿਰੀ ਵਿਕਾਸ , ਪੰਜਾਬ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਹੋਈ ਕੰਨਸੈਪਟ ਅਪਰੂਵਲ ਕਮੇਟੀ ਵਿੱਚ ਮੰਨਜੂਰ ਕਰ ਲਏ ਗਏ ਹਨ, ਦੇ ਅਨੁਸਾਰ ਇਹਨਾ ਪਾਕਿਟਾ ਵਿੱਚ ਕਰਮਵਾਰ 352 ਅਤੇ 2920 (ਮੌਕੇ ਮੁਤਾਬਿਕ ਸੰਭਵ) ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਦੀ ਤਜਵੀਜ਼ ਹੈ। ਮੰਨਜੂਰਸ਼ੁਦਾ ਨਕਸ਼ੇ ਅਨੁਸਾਰ ਹਰ ਮਕਾਨ ਵਿੱਚ ਦੋ ਕਮਰੇ , ਇੱਕ ਟਾਇਲਟ ਅਤੇ ਅਲਕੋਵ ਸਾਮਿਲ ਹਨ ਅਤੇ ਹਰ ਮਕਾਨ ਦਾ ਕੁੱਲ ਰਕਬਾ 25.40 ਵ: ਮੀ; (ਸਰਕੂਲੇਸ਼ਨ ਰਕਬੇ ਬਗੈਰ) ਹੈ। ਇਹ ਮਕਾਨ ਚਾਰ ਮੰਜਿਲਾਂ ਵਿੱਚ ਉਸਾਰੇ ਜਾਣਗੇ।

ਉਪਰੋਕਤ ਮਕਾਨਾਂ ਨੂੰ ਉਸਾਰਨ ਲਈ ਦੋ ਤਜਵੀਜ਼ਾਂ ਸੰਭਵ ਹੋ ਸਕਦੀਆਂ ਹਨ। ਪ੍ਰਚਲਤ ਤਕਨੀਕ ਅਨੁਸਾਰ ਆਰ.ਸੀ.ਸੀ ਫਰੇਮ ਵਰਕ ਅਤੇ ਇੱਟਾਂ ਦੀਆਂ ਦੀਵਾਰਾਂ ਉਸਾਰ ਕੇ ਜਾਂ ਗੁਜਰਾਤ ਵਿੱਚ ਵਰਤੀ ਜਾ ਰਹੀ ਮੈਸਕਨ ਤਕਨਾਲੋਜੀ, ਜਿਸ ਅਧੀਨ ਐਲੂਮੀਨੀਅਮ ਦੀ ਸਟਰਿੰਗ ਵਰਤ ਕੇ ਆਰ.ਸੀ.ਸੀ. ਦੀਆਂ ਦੀਵਾਰਾਂ ਬਣਾ ਕੇ ਉਸਾਰੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ, ਰਾਹੀਂ। ਇਸ ਸਬੰਧੀ ਗਮਾਡਾ ਦੇ ਇੰਜੀਨੀਅਰਿੰਗ ਵਿੰਗ ਵੱਲੋਂ ਇੱਕ ਸਬ ਕਮੇਟੀ ਬਣਾ ਕੇ ਇਹਨਾਂ ਮਕਾਨਾਂ ਲਈ ਵਰਤੀ ਜਾਣ ਵਾਲੀ ਤਕਨਾਲੋਜੀ ਸਬੰਧੀ ਵਿਚਾਰ ਵਟਾਂਦਰਾ ਕੀਤਾ ਗਿਆ ਜਿਸ ਦੌਰਾਨ ਇੰਜੀਨੀਅਰਿੰਗ ਵਿੰਗ ਦੇ ਅਧਿਕਾਰੀਆਂ ਵੱਲੋਂ ਇਹ ਮਹਿਸੂਸ ਕੀਤਾ ਗਿਆ ਕਿ ਪ੍ਰਚਲਤ ਤਕਨੀਕ ਅਨੁਸਾਰ ਉਸਾਰੀ ਕਰਨ ਦੀ ਅੰਦਾਜ਼ਨ ਲਾਗਤ 750/- ਰੁਪਏ ਪ੍ਰਤੀ ਵਰਗ ਫੁੱਟ ਆਉਂਦੀ ਹੈ ਜਿਸ ਵਿੱਚ ਕਿ ਚਾਰ ਮੰਜਿਲੀ ਮਕਾਨਾਂ ਦੇ ਸਿਵਲ ਸਟਰੱਚਰ ਵਿੱਚ ਆਰ.ਸੀ.ਸੀ. ਫਰੇਮ ਵਰਕ ਅਤੇ ਇੱਟਾਂ ਦੀਆਂ ਦੀਵਾਰਾਂ ਸਾਮਿਲ ਹੋਣਗੀਆਂ। ਜਦੋਂ ਕਿ ਮੈਸਕਨ ਤਕਨਾਲੋਜੀ ਵਿੱਚ ਇਹ ਕੀਮਤ ਤਕਰੀਬਨ 10% ਵੱਧ ਜਾਂਦੀ ਹੈ ਕਿਉਂਕਿ ਇਸ ਤਕਨਾਲੋਜੀ ਵਿੱਚ ਸਾਰੀਆਂ ਦੀਵਾਰਾਂ ਕੰਕਰੀਟ ਦੀਆਂ ਬਣਦੀਆਂ ਹਨ ਅਤੇ ਉਹਨਾ ਲਈ ਸਪੈਸਲ ਤਰ੍ਹਾਂ ਦੀ ਐਲੂਮੀਨੀਅਮ ਦੀ ਸਟਰਿੰਗ ਵਰਤਣੀ ਪੈਂਦੀ ਹੈ। ਪਰ ਇਸ ਦੇ ਉਲਟ ਮੈਸਕਨ ਤਕਨਾਲੋਜੀ ਵਿੱਚ ਹੇਠ ਲਿਖੀਆਂ ਖੂਬੀਆਂ ਦੇਖਣ ਵਿੱਚ ਆਈਆਂ ਹਨ:-

- 1) ਮੈਸਕਨ ਤਕਨੀਕ ਵਿੱਚ ਵਰਤੀ ਜਾਣ ਵਾਲੀ ਸਟਰਿੰਗ ਦਾ ਭਾਰ ਹਲਕਾ ਹੁੰਦਾ ਹੈ ਜਿਸ ਕਾਰਨ ਉਸ ਨੂੰ ਲਗਾਉਣਾ/ਉਤਾਰਾਨਾ ਆਸਾਨ ਰਹਿੰਦਾ ਹੈ ਜਦੋਂ ਕਿ

ਪ੍ਰਚਲਤ ਤਕਨੀਕ ਵਿੱਚ ਵਰਤੀ ਜਾਣ ਵਾਲੀ ਸਟਰਿੰਗ ਭਾਰੀ ਹੁੰਦੀ ਹੈ ਜਿਸ ਨਾਲ ਉਹਨਾਂ ਨੂੰ ਲਗਾਉਣ/ਉਤਾਰਨ ਵਿੱਚ ਜਿਆਦਾ ਸਮਾਂ ਲੱਗਣ ਕਾਰਨ ਕੁੱਲ ਮਿਲਾ ਕੇ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਦੀ ਗਤੀ ਘਟ ਜਾਂਦੀ ਹੈ।

- 2) ਕਿਸੇ ਵੀ ਡਿਜਾਈਨ ਦੇ ਮਕਾਨ ਲਈ ਇਹ ਸਟਰਿੰਗ ਵਰਤੀ ਜਾ ਸਕਦੀ ਹੈ ਜਦੋਂ ਕਿ ਪ੍ਰਚਲਤ ਤਕਨੀਕ ਵਿੱਚ ਵਰਤੀ ਜਾਣ ਵਾਲੀ ਸਟਰਿੰਗ ਵਿੱਚ ਇਹ ਸੰਭਵ ਨਹੀਂ।
- 3) ਆਰ.ਸੀ.ਸੀ. ਦੀਆਂ ਬਣੀਆਂ ਹੋਣ ਕਾਰਨ ਦੀਵਾਰਾਂ ਤੇ ਵੱਖਰੇ ਤੌਰ ਤੇ ਪਲਸਤਰ ਕਰਨ ਦੀ ਜ਼ਰੂਰਤ ਨਹੀਂ ਰਹਿੰਦੀ ਕਿਉਂਜੋਂ ਅਲੂਮੀਨੀਅਮ ਦੀ ਸਟਰਿੰਗ ਦੀ ਵਰਤੋਂ ਕਰਨ ਕਾਰਨ ਦੀਵਾਰ ਦੀ ਫਿਨਿਸ਼ ਬੜੀ ਸਾਫ ਨਿਕਲਦੀ ਹੈ ਅਤੇ ਇਹਨਾਂ ਨੂੰ ਵੱਖਰੇ ਤੌਰ ਤੇ ਪਲਸਤਰ ਨਹੀਂ ਕਰਨਾ ਪੈਂਦਾ। ਜਦੋਂ ਕਿ ਪ੍ਰਚਲਤ ਤਕਨੀਕ ਵਿੱਚ ਇੱਟਾਂ ਦੀਆਂ ਦੀਵਾਰਾਂ ਉੱਤੇ ਪਲਸਤਰ ਕਰਨਾ ਅਤਿ ਜ਼ਰੂਰੀ ਹੁੰਦਾ ਹੈ।
- 4) ਆਰ.ਸੀ.ਸੀ. ਦੀਆਂ ਦੀਵਾਰਾਂ ਹੋਣ ਕਾਰਨ ਇਹਨਾਂ ਦੀ ਮੋਟਾਈ ਇੱਟਾਂ ਦੀਆਂ ਦੀਵਾਰਾਂ ਨਾਲੋਂ ਘੱਟ ਹੁੰਦੀ ਹੈ ਜਿਸ ਕਾਰਨ ਆਖਿਰ ਵਿੱਚ ਇੱਕ ਮਕਾਨ ਦਾ ਵਰਤੋਂ ਵਿੱਚ ਲਿਆਉਣ ਵਾਲਾ ਰਕਬਾ ਵਧ ਜਾਂਦਾ ਹੈ। ਇਸ ਲਾਭ ਦਾ ਦੂਜਾ ਪੱਖ ਇਹ ਵੀ ਹੈ ਕਿ ਇਸ ਤਕਨੀਕ ਨਾਲ ਕੁਝ ਜਗ੍ਹਾ ਦੀ ਬਚਤ ਕੀਤੀ ਜਾ ਸਕਦੀ ਹੈ ਜਿਸ ਦਾ ਕਿ ਸਕੀਮ ਨੂੰ ਵਿੱਤੀ ਤੌਰ ਤੇ ਲਾਭ ਹੁੰਦਾ ਹੈ ਅਤੇ ਇਸ ਤਕਨੀਕ ਤੇ ਕੀਤੇ ਜਾਣ ਵਾਲੇ ਵੱਧ ਖਰਚੇ ਦੀ ਕੁਝ ਹੱਦ ਤੱਕ ਭਰਪਾਈ ਹੁੰਦੀ ਹੈ।
- 5) ਇੱਕ ਸਮੇਂ ਤੇ ਇੱਕ ਮਕਾਨ ਦੀ ਸਟਰਿੰਗ ਇਕੱਠੇ ਤੌਰ ਤੇ ਬੰਨ੍ਹ ਕੇ ਕੰਕਰੀਟ ਭਰੀ ਜਾਣ ਕਾਰਨ ਇਸ ਤਕਨੀਕ ਨਾਲ ਉਸਾਰੇ ਜਾਣ ਵਾਲੇ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਦੀ ਰਫਤਾਰ ਪ੍ਰਚਲਤ ਤਕਨੀਕ ਨਾਲੋਂ ਕਿਤੇ ਜਿਆਦਾ ਹੁੰਦੀ ਹੈ।

- 6) ਇਕ ਸਮੇਂ ਤੇ ਇਕ ਮਕਾਨ ਦੀ ਸਟਰਿੰਗ ਇਕੱਠੇ ਤੌਰ ਤੇ ਬੰਨਣ ਕਾਰਨ ਅਤੇ ਉਸ ਵਿੱਚ ਕੰਕਰੀਟ ਇਕੱਠੀ ਪਾਉਣ ਕਾਰਨ ਲੀਕੇਜ ਦੀ ਸੰਭਾਵਨਾ ਨਾਮਾਤਰ ਰਹਿ ਜਾਂਦੀ ਹੈ।
- 7) ਉਕਤ ਦਰਸਾਈ ਤਕਨੀਕ ਕਾਰਨ ਇੱਕੋ ਤਰ੍ਹਾਂ ਦੀ ਸਟਰਿੰਗ ਸਾਰੇ ਮਕਾਨਾਂ ਵਿੱਚ ਵਰਤਣ ਕਾਰਨ ਇਹਨਾਂ ਮਕਾਨਾਂ ਦੇ ਸਾਈਜ ਅਤੇ ਕੁਆਲਿਟੀ ਬਹੁਤ ਵਧੀਆ ਰਹਿੰਦੀ ਹੈ ਅਤੇ ਗਲਤੀ ਦੀ ਸੰਭਾਵਨਾ ਘਟ ਜਾਂਦੀ ਹੈ ਜਦੋਂ ਕਿ ਪ੍ਰਚਲਤ ਤਕਨੀਕ ਵਿੱਚ ਇਹ ਸੰਭਵ ਨਹੀਂ।
- 8) ਉਕਤ ਦਰਸਾਈ ਤਕਨੀਕ ਨਾਲ ਉਸਾਰੇ ਜਾਣ ਵਾਲੇ ਮਕਾਨ ਭੁਚਾਲ ਦੇ ਝਟਕੇ ਵੀ ਬਰਦਾਸ਼ਤ ਕਰਨ ਲਈ ਜਿਆਦਾ ਮਜ਼ਬੂਤ ਹੁੰਦੇ ਹਨ ਜਿਸ ਦਾ ਲੰਬੇ ਸਮੇਂ ਵਿੱਚ ਇਹਨਾ ਮਕਾਨਾਂ ਨੂੰ ਵਰਤਣ ਬਾਰੇ ਲੋਕਾਂ ਦੀ ਜਾਨ ਅਤੇ ਮਾਲ ਦੀ ਰਾਖੀ ਦੀ ਸੰਭਾਵਨਾ ਵਧਾਉਣ ਵਿੱਚ ਬਹੁਤ ਵੱਡਾ ਯੋਗਦਾਨ ਰਹਿੰਦਾ ਹੈ।
- 9) ਐਲੂਮੀਨੀਅਮ ਦੀ ਬਣੀ ਹੋਣ ਕਾਰਨ ਇਸ ਤਕਨੀਕ ਵਿੱਚ ਵਰਤੀ ਜਾਣ ਵਾਲੀ ਸਟਰਿੰਗ ਨੂੰ ਜੰਗਾਲ ਨਹੀਂ ਲਗਦਾ ਅਤੇ ਇਸ ਲਈ ਇਹ ਕਈ ਮਕਾਨਾਂ ਲਈ ਵਾਰ ਵਾਰ ਵਰਤੀ ਜਾ ਸਕਦੀ ਹੈ।

ਉਪਰੋਕਤ ਨੁਕਤਿਆਂ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰੱਖਦੇ ਹੋਏ ਇਹ ਸਪੱਸ਼ਟ ਹੋ ਜਾਂਦਾ ਹੈ ਕਿ ਬੇਸੱਕ ਮੈਸਕਨ ਤਕਨਾਲੋਜੀ ਨਾਲ ਮਕਾਨ ਉਸਾਰਨ ਵਿੱਚ ਕੁਝ ਖਰਚਾ ਜਿਆਦਾ ਕਰਨਾ ਪੈਂਦਾ ਹੈ ਅਤੇ ਇਸ ਤਕਨਾਲੋਜੀ ਨਾਲ ਮਕਾਨ ਬਣਾਉਣ ਵਾਲੀਆਂ ਏਜੰਸੀਆਂ ਦੀ ਘੱਟ ਗਿਣਤੀ ਹੋਣ ਕਾਰਨ ਟੈਂਡਰਾਂ ਦੌਰਾਨ ਜਿਆਦਾ ਮੁਕਾਬਲੇ ਦੀ ਉਮੀਦ ਘੱਟ ਹੁੰਦੀ ਹੈ ਪਰੰਤੂ ਫਿਰ ਵੀ ਇਸ ਦੇ ਬਾਵਜੂਦ ਇਹਨਾਂ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਤੇਜ਼ੀ ਨਾਲ ਕੀਤੀ ਜਾਣੀ ਸੰਭਵ ਹੋ ਜਾਂਦੀ ਹੈ ਅਤੇ ਇਹਨਾਂ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਉਪਰੰਤ ਇਹ ਮਕਾਨ ਪ੍ਰਚਲਤ ਤਕਨੀਕ ਨਾਲ ਉਸਾਰੇ ਜਾਣ ਵਾਲੇ ਮਕਾਨਾਂ ਦੇ ਮੁਕਾਬਲੇ ਕੁਆਲਿਟੀ ਪੱਖੋਂ ਜਿਆਦਾ ਚੰਗੇ ਸਾਬਤ ਹੋਣਗੇ ਅਤੇ ਭੁਚਾਲ ਦੇ ਝਟਕਿਆਂ ਨੂੰ ਵੀ

ਬਰਦਾਸ਼ਤ ਕਰਨ ਲਈ ਜਿਆਦਾ ਸਮਰੱਥ ਹੋਣਗੇ। ਇਸ ਤੋਂ ਇਲਾਵਾ ਇਹਨਾਂ ਮਕਾਨਾਂ ਦਾ ਬਾਅਦ ਵਿੱਚ ਕੀਤਾ ਜਾਣ ਵਾਲਾ ਰੱਖ ਰਖਾਵ ਵੀ ਆਸਾਨ ਹੋਵੇਗਾ।

ਗੁਜਰਾਤ ਵਿੱਚ ਮੈਸਕਨ ਤਕਨਾਲੋਜੀ ਤੇ ਬਣੇ/ਬਣਾਏ ਜਾ ਰਹੇ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਵੇਖਣ ਲਈ ਗਮਾਡਾ ਦੇ ਤਕਨੀਕੀ ਅਧਿਕਾਰੀਆਂ ਦੀ ਇੱਕ ਟੀਮ ਨੇ ਅਗਸਤ 2007 ਵਿੱਚ ਅਹਿਮਦਾਬਾਦ, ਗੁਜਰਾਤ ਦਾ ਦੌਰਾ ਕੀਤਾ ਜਿਸ ਉਪਰੰਤ ਉਹਨਾਂ ਵੱਲੋਂ ਇਹ ਸਿਫਾਰਸ਼ ਕੀਤੀ ਗਈ ਸੀ ਕਿ ਪ੍ਰਯੋਗਿਕ ਤੌਰ ਤੇ ਗਮਾਡਾ ਵੱਲੋਂ ਵੀ ਮੈਸਕਨ ਤਕਨੀਕ ਦੇ ਆਧਾਰ ਤੇ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਕਰਵਾਈ ਜਾ ਸਕਦੀ ਹੈ। ਜੇਕਰ ਆਰਕੀਟੈਕਟ ਗਮਾਡਾ ਵੱਲੋਂ ਤਜਵੀਜ਼ ਕੀਤੇ ਨਕਸਿਆਂ ਅਨੁਸਾਰ ਸੈਕਟਰ 57 ਅਤੇ ਸੈਕਟਰ 66 ਵਿਖੇ 3272 ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਮੈਸਕਨ ਤਕਨਾਲੋਜੀ ਅਨੁਸਾਰ ਕਰਵਾਈ ਜਾਂਦੀ ਹੈ ਤਾਂ ਇਹਨਾਂ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਦੀ ਕੁੱਲ ਲਾਗਤ 75.00 ਕਰੋੜ ਰੁਪਏ ਆਉਣ ਦੀ ਸੰਭਾਵਨਾ ਹੈ।

ਉਪਰੋਕਤ ਅਨੁਸਾਰ ਇਹ ਸਪੱਸ਼ਟ ਹੈ ਕਿ ਮੋਹਾਲੀ ਵਿਖੇ ਈ ਡਬਲਿਊ ਐਸ ਮਕਾਨਾਂ ਦੀ ਉਸਾਰੀ ਲਈ ਵਰਤੀ ਜਾਣ ਵਾਲੀ ਤਕਨੀਕ ਸਬੰਧੀ ਗਮਾਡਾ ਵੱਲੋਂ ਗੁਜਰਾਤ ਵਿੱਚ ਇਸ ਤਕਨੀਕ ਨਾਲ ਬਣ ਰਹੇ ਮਕਾਨਾਂ ਨੂੰ ਵੇਖਣ ਲਈ ਭੋਜੀ ਕਮੇਟੀ ਵੱਲੋਂ ਅਤੇ ਗਮਾਡਾ ਦੇ ਇੰਜੀਨੀਅਰਿੰਗ ਵਿੰਗ ਵੱਲੋਂ ਇਹ ਸਿਫਾਰਸ਼ ਕੀਤੀ ਗਈ ਹੈ ਕਿ ਇਹਨਾਂ ਮਕਾਨਾਂ ਲਈ ਪ੍ਰਯੋਗਿਕ ਤੌਰ ਤੇ ਮੈਸਕਨ ਤਕਨਾਲੋਜੀ ਵਰਤ ਲੈਣੀ ਚਾਹੀਦੀ ਹੈ। ਫਿਰ ਵੀ ਏਜੰਡਾ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੇ ਸਾਹਮਣੇ ਵਿਚਾਰਨ ਅਤੇ ਫੈਸਲਾ ਕਰਨ ਹਿੱਤ ਪੇਸ਼ ਕੀਤਾ ਜਾਂਦਾ ਹੈ।

ਗਰੇਟਰ ਮੁਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ
(ਪੁੱਡਾ ਭਵਨ, ਸੈਕਟਰ 62, ਮੁਹਾਲੀ)

ਗੁਪਤ

ਅਜੰਡਾ ਆਈਟਮ ਨੰਬਰ : 5.05

(ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਮੀਟਿੰਗ)

ਵਿਸ਼ਾ : ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੇ ਰਿਜ਼ਰਵ ਰੇਟ ਨਿਰਧਾਰਤ ਕਰਨ ਬਾਰੇ ।

ਪੁੱਡਾ ਦੀ ਵਿੱਤ ਅਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੀ 47ਵੀਂ ਮੀਟਿੰਗ ਜੋ ਕਿ 8.02.2005 ਨੂੰ ਹੋਈ ਸੀ ਉਸ ਵਿੱਚ ਮੱਦ ਨੰਬਰ 47.06 ਦਾ ਫੈਸਲਾ ਕਰਨ ਲੱਗਿਆਂ ਕਮੇਟੀ ਨੇ ਇਹ ਵੀ ਚਾਹਿਆ ਸੀ ਕਿ ਹਰ ਸਾਲ ਇਨ੍ਹਾਂ ਰੇਟਾਂ ਨੂੰ ਮਾਰਚ ਅਤੇ ਅਪ੍ਰੈਲ ਵਿੱਚ ਦੁਬਾਰਾ ਘਟਾਉਣ ਜਾਂ ਵਧਾਉਣ ਲਈ ਵਿਚਾਰਨ ਹਿੱਤ ਕਮੇਟੀ ਅੱਗੇ ਪੇਸ਼ ਕੀਤਾ ਜਾਵੇ । ਇਹ ਫੈਸਲਾ ਗਮਾਡਾ ਵਿੱਚ ਵੀ ਲਾਗੂ ਹੈ ।

ਗਮਾਡਾ ਦੀ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਚੌਥੀ ਮੀਟਿੰਗ ਜੋ ਕਿ 11.01.2008 ਨੂੰ ਹੋਈ ਸੀ ਵਿੱਚ ਮੱਦ ਨੰਬਰ 4.17 ਰਾਹੀਂ ਮੋਹਾਲੀ ਵਿਖੇ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੇ ਰਿਜ਼ਰਵ ਰੇਟ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਨਿਰਧਾਰਤ ਕੀਤੇ ਗਏ ਸਨ:-

- | | | | |
|----|---------------------|---|------------------------|
| 1. | 100 ਵਰਗ ਗਜ਼ ਤੱਕ | - | 5000/- ਰੁਪਏ ਪ੍ਰਤੀ ਗਜ਼ |
| 2. | 100 ਵਰਗ ਗਜ਼ ਤੋਂ ਉਪਰ | - | 10000/- ਰੁਪਏ ਪ੍ਰਤੀ ਗਜ਼ |

ਕਿਉਂਕਿ ਇਨ੍ਹਾਂ ਰੇਟਾਂ ਨੂੰ ਨਿਰਧਾਰਤ ਕੀਤੇ ਤਕਰੀਬਨ ਇਕ ਸਾਲ ਦਾ ਸਮਾਂ ਹੋਣ ਵਾਲਾ ਹੈ ਇਸ ਲਈ ਕਮੇਟੀ ਦੇ ਫੈਸਲੇ ਮੁਤਾਬਿਕ ਇਨ੍ਹਾਂ ਨੂੰ ਦੁਬਾਰਾ ਘਟਾਉਣ ਜਾਂ ਵਧਾਉਣ ਲਈ ਦੁਬਾਰਾ ਕੇਸ ਵਿਚਾਰਿਆ ਜਾਣਾ ਲੋੜੀਂਦਾ ਹੈ ।

(1) ਇਥੇ ਇਹ ਵੀ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਮੁਹਾਲੀ ਵਿਖੇ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੀ 3.09.2008 ਨੂੰ ਹੋਈ ਨਿਲਾਮੀ ਵਿੱਚ ਗਮਾਡਾ ਨੂੰ ਔਸਤਨ 50,315/- ਰੁਪਏ ਪ੍ਰਤੀ ਵਰਗ ਗਜ਼ ਦੇ ਹਿਸਾਬ ਨਾਲ ਕੀਮਤ ਪ੍ਰਾਪਤ ਹੋਈ ਹੈ । ਬਠਿੰਡਾ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ ਦੀ 28.11.2008 ਨੂੰ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਦੂਸਰੀ ਮੀਟਿੰਗ ਦੇ ਅਜੰਡਾ ਆਈਟਮ ਨੰਬਰ 2.04 ਮੁਤਾਬਿਕ ਕੀਤੇ ਗਏ ਫੈਸਲੇ ਅਨੁਸਾਰ ਬਠਿੰਡਾ ਵਿਖੇ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੇ ਰੇਟ 8000/- ਰੁਪਏ ਪ੍ਰਤੀ ਵਰਗ ਗਜ਼ ਜਾਂ ਪਿਛਲੀ

ਕਰਵਾਈ ਗਈ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੀ ਨਿਲਾਮੀ ਤੋਂ ਪ੍ਰਾਪਤ ਔਸਤਨ ਪ੍ਰਤੀ ਵਰਗ ਗਜ਼ ਰੇਟ ਦਾ 50 ਪ੍ਰਤੀਸ਼ਤ ਜੋ ਵੀ ਵੱਧ ਹੋਵੇਗਾ ਨਿਰਧਾਰਤ ਕਰਨ ਦੇ ਅਧਿਕਾਰ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਜੀ ਨੂੰ ਦਿੱਤੇ ਗਏ ਹਨ ।

(2) ਮੁਹਾਲੀ ਵਿਖੇ ਮਾਲ ਵਿਭਾਗ ਵਲੋਂ ਰਜਿਸਟਰੇਸ਼ਨ ਕਰਨ ਲਈ 1.09.2007 ਤੋਂ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਘੱਟੋ-ਘੱਟ ਰੇਟ ਨਿਰਧਾਰਤ ਕੀਤੇ ਹੋਏ ਸਨ ਜੋ ਕਿ ਅਜੇ ਤੱਕ ਵੀ ਲਾਗੂ ਹਨ ।

- | | | | |
|----|---------------|---|---|
| 1. | ਰਿਹਾਇਸ਼ੀ ਜਮੀਨ | - | 10000/- ਰੁਪਏ ਪ੍ਰਤੀ ਗਜ਼ |
| 2. | ਕਮਰਸ਼ੀਅਲ | - | 50000/- ਰੁਪਏ ਪ੍ਰਤੀ ਗਜ਼ |
| 3. | ਉਦਯੋਗਿਕ ਖੇਤਰ | - | 5000/- ਰੁਪਏ ਪ੍ਰਤੀ ਗਜ਼ (1000
ਵਰਗ ਗਜ਼ ਤੱਕ) |
| | | - | 3000/- ਰੁਪਏ ਪ੍ਰਤੀ ਗਜ਼ (1000
ਵਰਗ ਗਜ਼ ਤੋਂ ਉਪਰ) |

ਇਸ ਸਮੇਂ ਗਮਾਡਾ ਕੋਲ ਬੇਸ਼ਕ ਕੋਈ ਵੀ ਪਲਾਟ ਪਬਲਿਕ ਨੂੰ ਡਰਾਅ ਰਾਹੀਂ ਅਲਾਟ ਕਰਨ ਲਈ ਉਪਲੱਬਧ ਨਹੀਂ ਹੈ ਫੇਰ ਵੀ ਇਨ੍ਹਾਂ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੀ ਕੀਮਤ ਨੂੰ ਵਧਾਉਣਾ ਲੋੜੀਂਦਾ ਹੈ ਕਿਉਂਕਿ ਵਪਾਰਕ ਸੰਸਥਾਵਾਂ ਅਤੇ ਹੋਰ ਵਿਦਿਅਕ, ਹਸਪਤਾਲ ਆਦਿ ਸਾਈਟਾਂ ਦੀ ਰਿਜ਼ਰਵ ਕੀਮਤ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੀ ਰਿਜ਼ਰਵ ਕੀਮਤ ਉਪਰ ਨਿਰਧਾਰਤ ਹੈ ਅਤੇ ਨਾਲ ਹੀ ਉਸਾਰੀ ਨਾ ਕਰਨ ਦੀ ਫੀਸ ਵੀ ਰਿਜ਼ਰਵ ਰੇਟ ਮੁਤਾਬਿਕ ਹੀ ਕੈਲਕੁਲੇਟ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ।

ਜਿਨ੍ਹਾਂ ਕੇਸਾਂ ਵਿੱਚ ਬਿਨੇਕਾਰਾਂ ਨੂੰ ਗਮਾਡਾ ਵਲੋਂ Letter of Intent ਪਹਿਲਾਂ ਹੀ ਜਾਰੀ ਕੀਤੇ ਜਾ ਚੁੱਕੇ ਹਨ ਉਨ੍ਹਾਂ ਕੇਸਾਂ ਵਿੱਚ ਵੱਧੇ ਹੋਏ ਰੇਟ ਲਾਗੂ ਹੋਣਗੇ ਜਾਂ ਨਹੀਂ ਬਾਰੇ ਵੀ ਵਿਚਾਰ ਕਰ ਲਿਆ ਜਾਵੇ ।

ਇਹ ਮਾਮਲਾ ਵਿੱਤ ਅਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੇ ਦਾਅਰੇ ਵਿੱਚ ਆਉਂਦਾ ਹੈ, ਵਿੱਤ ਅਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੀ ਮੰਜੂਰੀ ਉਪਰੰਤ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਸਹਿਮਤੀ ਵੀ ਲੋੜੀਂਦੀ ਹੈ । ਕਿਉਂਕਿ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੇ ਸਾਰੇ ਮੈਂਬਰ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੇ ਵੀ ਮੈਂਬਰ ਹਨ, ਇਸ ਲਈ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੇ ਰਿਜ਼ਰਵ ਰੇਟ ਨਿਰਧਾਰਤ ਕਰਨ ਲਈ ਮਾਮਲਾ ਸਿੱਧੇ ਤੌਰ ਤੇ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਕੋਲ ਵਿਚਾਰਣ ਹਿੱਤ ਪੇਸ਼ ਹੈ ਜੀ ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:5.06.....

ਵਿਸ਼ਾ:- ਉਦਯੋਗਿਕ ਖੇਤਰ, ਫੇਜ਼ 6 ਵਿਖੇ ਮਿਲਕ ਪਲਾਂਟ ਲਈ ਅਲਾਟ ਕੀਤੀ ਭੋਂ
ਸਬੰਧੀ ।

ਉਦਯੋਗਿਕ ਖੇਤਰ ਫੇਜ਼ 6 ਵਿਖੇ ਮਿਲਕ ਪਲਾਂਟ ਦੀ ਸਥਾਪਨਾ ਲਈ ਸਾਲ 1972 ਦੌਰਾਨ ਕੁਲ 37.00 ਏਕੜ ਭੋਂ ਅਲਾਟ ਕੀਤੀ ਗਈ ਸੀ । ਸੰਸਥਾ ਵਲੋਂ ਇਸ ਅਲਾਟ ਕੀਤੀ ਗਈ ਭੋਂ ਦੇ ਡਿਊਜ਼ ਮਿਲਖ ਦਫਤਰ ਗਮਾਡਾ ਦੀ ਮੰਗ ਅਨੁਸਾਰ ਜਮਾਂ ਨਹੀਂ ਕਰਵਾਏ ਗਏ, ਜਿਸ ਕਰਕੇ ਮਿਲਖ ਦਫਤਰ ਵਲੋਂ, ਮਿਲਕ ਪਲਾਂਟ ਵੱਲ 2,20,26,255/- ਰੁਪਏ ਦੀ ਬਕਾਇਆ ਰਕਮ ਜਮ੍ਹਾਂ ਨਾ ਕਰਵਾਉਣ ਕਰਕੇ ਆਪਣੇ ਪੱਤਰ ਨੰ: 2788-89 ਮਿਤੀ 2-2-05 ਰਾਹੀਂ ਮਿਲਕ ਪਲਾਂਟ ਲਈ ਅਲਾਟ ਕੀਤੀ ਸਾਈਟ ਜਬਤ ਕਰ ਲਈ ਗਈ । ਸੰਸਥਾ ਵਲੋਂ ਇਨ੍ਹਾਂ ਜਬਤੀ ਦੇ ਹੁਕਮਾਂ ਵਿਰੁੱਧ ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਪੁੱਡਾ (ਬਤੌਰ ਅਪੀਲੈਂਟ ਅਥਾਰਟੀ) ਪਾਸ ਅਪੀਲ ਦਾਇਰ ਕੀਤੀ, ਜਿਸ ਦਾ ਫੈਸਲਾ ਮਿਤੀ 21-6-06 ਨੂੰ ਕਰਦਿਆਂ ਹੋਇਆਂ ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਪੁੱਡਾ ਵਲੋਂ ਪਲਾਂਟ ਦੀ ਜਬਤੀ ਦੇ ਹੁਕਮ ਬਰਕਰਾਰ ਰੱਖੇ ਗਏ ।

ਮਿਲਖ ਦਫਤਰ ਦੇ ਜਬਤੀ ਹੁਕਮਾਂ ਅਤੇ ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਪੁੱਡਾ ਵਲੋਂ ਬਤੌਰ ਰਵੀਜਨਲ ਅਥਾਰਟੀ, ਅਪੀਲ ਵਿਚ ਕੀਤੇ ਫੈਸਲੇ ਵਿਰੁੱਧ ਸੰਸਥਾ ਵਲੋਂ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ, ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ ਜੀ ਪਾਸ ਰਵੀਜਨ ਪਟੀਸ਼ਨ ਦਾਇਰ ਕੀਤੀ ਗਈ ਅਤੇ ਰਵੀਜਨਲ ਅਥਾਰਟੀ ਵਲੋਂ ਆਪਣੇ ਹੁਕਮ ਮਿਤੀ 24-4-07 ਰਾਹੀਂ ਸੰਸਥਾ ਵਲੋਂ ਦਾਇਰ ਕੀਤੀ ਗਈ ਰਵੀਜਨ ਪਟੀਸ਼ਨ ਡਿਸਮਿਸ ਕਰ ਦਿਤੀ ਗਈ ।

ਇਸ ਸਬੰਧ ਵਿਚ ਸ਼੍ਰੀਮਤੀ ਕੁਸਮਜੀਤ ਸਿੱਧੂ, ਆਈ.ਏ.ਐਸ. ਵਿੱਤੀ ਕਮਿਸ਼ਨਰ ਸਹਿਕਾਰਤਾ ਵਿਭਾਗ ਪੰਜਾਬ ਵਲੋਂ ਆਪਣੇ ਅੱਧ ਸਰਕਾਰੀ ਪੱਤਰ ਨੰ: 23735 ਮਿਤੀ 3-9-08 ਰਾਹੀਂ ਸਕੱਤਰ ਪੰਜਾਬ ਸਰਕਾਰ ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ ਜੀ ਨੂੰ ਸੰਸਥਾ ਵਲ ਡਿਊ ਰਕਮ ਪ੍ਰਵਾਨ ਕਰਨ ਅਤੇ ਸਾਈਟ ਬਹਾਲ ਕਰਨ ਲਈ ਲਿਖਿਆ ਗਿਆ ਸੀ, ਜਿਸ ਤੇ ਸਕੱਤਰ ਮਕਾਨ ਉਸਾਰੀ ਤੇ

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ਸਹਿਰੀ ਵਿਕਾਸ ਜੀ ਵਲੋਂ ਆਪਣੇ ਹੁਕਮ ਮਿਤੀ 14-11-08 ਰਾਹੀਂ ਮਾਮਲਾ ਗਮਾਡਾ ਅਥਾਰਟੀ ਅਗੇ ਪੇਸ਼ ਕਰਨ ਦੇ ਹੁਕਮ ਦਿਤੇ ਸਨ ।

ਸੰਸਥਾ ਵੱਲ ਮਿਤੀ 31-12-08 ਤੱਕ 2,60,81,031/- ਰੁਪਏ (ਕਾਪੀ ਨੱਥੀ) ਦੀ ਰਕਮ ਬਣਦੀ ਸੀ ਜੋ ਸੰਸਥਾ ਵਲੋਂ ਮਿਤੀ 1-12-08 ਨੂੰ ਜਮਾਂ ਕਰਵਾਕੇ ਬੇਨਤੀ ਕੀਤੀ ਗਈ ਹੈ ਕਿ ਮਿਲਕ ਫੈਡ ਪੰਜਾਬ ਸਰਕਾਰ ਦਾ ਇਕ ਅਦਾਰਾ ਹੈ, ਜੋ ਸਹਿਰੀ ਮਿਲਖ ਮੋਹਾਲੀ ਦੇ ਵਸਨੀਕਾਂ ਨੂੰ ਦੁੱਧ ਅਤੇ ਦੁੱਧ ਤੋਂ ਬਣੀਆਂ ਚੀਜ਼ਾਂ ਵਾਜਬ ਰੇਟਾਂ ਤੇ ਸਪਲਾਈ ਕਰਦਾ ਹੈ ਅਤੇ ਉਹਨਾਂ ਵਲੋਂ ਮਿਲਕ ਪਲਾਂਟ ਦੀ ਸਥਾਪਨਾ ਪਬਲਿਕ ਦੀਆਂ ਲੋੜਾਂ ਨੂੰ ਮੁੱਖ ਰੱਖਕੇ ਕੀਤੀ ਗਈ ਹੋਈ ਹੈ, ਇਸ ਲਈ ਪਬਲਿਕ ਮੰਤਵ ਦੀ ਪੂਰਤੀ ਲਈ ਜਬਤ ਕੀਤੀ ਸਾਈਟ ਬਹਾਲ ਕੀਤੀ ਜਾਵੇ ।

ਕਿਉਂ ਜੋ ਇਹ ਸਾਈਟ ਜਬਤ ਸਟੈਂਡ ਕਰਦੀ ਹੈ ਅਤੇ ਸੰਸਥਾ ਵਲੋਂ ਦਾਇਰ ਕੀਤੀ ਗਈ ਅਪੀਲ/ਰਵੀਜਨ ਪਟੀਸ਼ਨ ਡਿਸਮਿਸ਼ ਕੀਤੀ ਜਾ ਚੁੱਕੀ ਹੈ, ਜਿਸ ਕਰਕੇ ਜਬਤ ਸਾਈਟ ਦੀ ਬਹਾਲੀ ਸਬੰਧੀ ਫੈਸਲਾ ਗਮਾਡਾ ਅਥਾਰਟੀ/ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਵੱਲੋਂ ਲਿਆ ਜਾਣਾ ਹੈ। ਮਿਲਖ ਦਫਤਰ, ਗਮਾਡਾ ਵਲੋਂ 31-12-08 ਤੱਕ ਡਿਊ 2,60,81,031/- ਰੁਪਏ ਦੀ ਰਕਮ ਕੰਡੀਸਨਲ ਤੌਰ ਤੇ ਪ੍ਰਵਾਨ ਕੀਤੀ ਗਈ ਹੈ ਕਿ ਜੇਕਰ ਗਮਾਡਾ ਅਥਾਰਟੀ ਸਾਈਟ ਬਹਾਲ ਕਰਨ ਦਾ ਫੈਸਲਾ ਲੈਂਦੀ ਹੈ ਤਾਂ ਰਕਮ ਸਵੀਕਾਰ ਕੀਤੀ ਜਾਵੇਗੀ ਅਤੇ ਜੇਕਰ ਅਥਾਰਟੀ ਮਿਲਕ ਫੈਡ ਦੀ ਸਾਈਟ ਬਹਾਲ ਕਰਨ ਦੀ ਬੇਨਤੀ ਸਵੀਕਾਰ ਨਹੀਂ ਕਰਦੀ ਤਾਂ ਮਿਤੀ 1-12-08 ਨੂੰ ਜਮਾਂ ਕਰਵਾਈ ਰਕਮ ਬਿਨਾਂ ਵਿਆਜ ਵਾਪਸ ਕੀਤੀ ਜਾਵੇਗੀ । ਕਿਉਂਕਿ ਮਿਲਕ ਫੈਡ, ਪੰਜਾਬ ਸਰਕਾਰ ਦਾ ਹੀ ਇਕ ਅਦਾਰਾ ਹੈ ਅਤੇ ਮੌਕੇ ਤੇ ਮਿਲਕ ਪਲਾਂਟ ਹਰ ਪੱਖੋਂ ਮੁਕੰਮਲ ਤੌਰ ਤੇ ਚਾਲੂ ਹਾਲਤ ਵਿਚ ਹੈ । ਇਸ ਲਈ ਇਸ ਸੰਸਥਾ ਦੀ ਜਬਤ ਕੀਤੀ ਗਈ ਸਾਈਟ ਸਬੰਧੀ ਕੇਸ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੇ ਸਨਮੁੱਖ ਯੋਗ ਫੈਸਲੇ ਹਿੱਤ ਪੇਸ਼ ਹੈ।

ਅਸਤੀ ਮਾਫੀਤਰ ਨੰ: 5.06 ਨਾਸ

(13)

IN THE COURT OF SHRI ARUN GOEL, IAS, SECRETARY, HOUSING & URBAN DEVELOPMENT DEPARTMENT, PUNJAB.

Date of filing the Revision Petition: 17.8.2006

Date of Decision: 24.7.2007

The Punjab State Cooperative Milk Producers Federation Limited through its Managing Director, SCO No. 153-155, Sector 34-A, Chandigarh.

..... Petitioner

Versus

The Estate Officer, Punjab Urban Development Authority, SAS Nagar (Mohali)

..... Respondent

Present: Shri Iqbal Singh Rangpuria, Advocate, Ld Counsel for the petitioner; and

Shri Iqbal Singh, Law Officer, PUDA, SAS Nagar (Mohali).

JUDGEMENT

This is a revision petition U/S 45(8) of the Punjab Regional and Town Planning and Development Act, 1995, against the order of the Additional Chief Administrator, PUDA, Mohali, dated 21.6.2006, vide which the appeal of the petitioner against the order of the Estate Officer, PUDA, SAS Nagar (Mohali), dated 2.2.2005, was dismissed and the Milk Plant site in Phase-VI, SAS Nagar (Mohali) was resumed. 10% of the total price including interest was also forfeited.

The brief facts of the case are that allotment of a Milk Plant site at Phase VI was cancelled by the Estate Officer, PUDA, SAS Nagar (Mohali) on 2.2.2005, due to non payment of enhanced amount and development charges, as decided by the Hon'ble Court. During the proceedings of the case, the Counsel for the petitioner intimated that land measuring 37.66 acres was got acquired for setting up milk plant. Full and final payment was made by

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the petitioner on 4.6.1986 but the Estate Officer, PUDA, SAS Nagar (Mohali) issued a demand note of Rs. 69,95,310/- on 25.7.1986, on account of enhancement of compensation. The petitioner refused to deposit the same. As such the Estate Officer, PUDA, SAS Nagar (Mohali) cancelled the allotment on 2.2.2005. /

The Counsel for the petitioner intimated that no allotment letter was issued but the land was acquired on some settled terms and conditions which have been complied with. Now the Estate Officer, PUDA, SAS Nagar (Mohali) is not competent to cancel the allotment of site or to raise the enhanced compensation or development charges because no development has been made by the Estate Office at the site. Further the enhancement can be recovered for the portion of land which is under possession of the petitioner whereas the proportionate enhancement out of the whole sector is being claimed.

On the other side, the Sr. Law Officer, PUDA, SAS Nagar (Mohali), intimated that as per terms and conditions of the allotment letter, the amount being demanded is correct and is as per terms and conditions of the settlement held between the Estate Officer and the petitioner. The Additional Chief Administrator, PUDA, SAS Nagar (Mohali), opined that the petitioner is bound to make the additional payment on account of compensation as was given in the letter dated 25.10.1972. The internal development was to be carried out by the petitioner whereas for the external development, the petitioner was required to make the payment on actual basis. Since the petitioner has failed to make the payment of this

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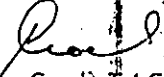
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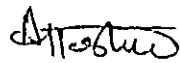
amount the cancellation order issued by the Estate Officer, PUDA, SAS Nagar, was in order. Hence, the Additional Chief Administrator, PUDA, SAS Nagar (Mohali) rejected the appeal of the petitioner on 21.6.2006. Aggrieved by the orders of the Additional Chief Administrator, PUDA, SAS Nagar (Mohali), the petitioner has filed this revision before the Secretary Housing and Urban Development, Punjab, Chandigarh.

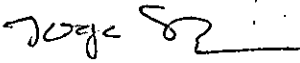
Ld. Counsel for the Punjab State Cooperative Milk Producers Federation Ltd., and Ld. Counsel for Punjab Urban Development Authority, SAS Nagar (Mohali) argued at length, on the matter of payment of enhanced rates of the land and development charges of the site. The Milkfed Counsel pleaded that the acquisition and development cost of the whole scheme should not be loaded or accounted to determine the price of the land allotted to Milk Plant, Mohali. I have gone through the record on file and have listened the arguments of both the parties. It is in the scheme of acquisition and development of land for Urban Estates that the total cost of the land acquired, its development charges and other incidentals are aggregated to determine the price of the land. Considering the same there was no scope for any reduction in the price now required to be paid by the Petitioner. The petitioner-Federation has not discharged its liability and are even now adopting the dilatory tactics. The additional cost on account of enhancement is supposed to go to the original land owners in compliance of the orders of Hon'ble Courts. In case the petitioner is allowed any relief, the PUDA shall have to pay the similar amount out of its own resources. Moreover, if this relief is granted to the petitioner the similar relief would

Att. Gen.
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have to be given to all the allottees in this scheme. The consequent liability of PUDA on this account would become huge and make the functioning unviable. Therefore, I do not want to interfere in the decision dated 21.6.2006 pronounced by the Additional Chief Administrator, PUDA, SAS Nagar (Mohali) upholding the decision, dated 2.2.2005, of the Estate Officer, PUDA, SAS Nagar (Mohali). Hence the revision petition is dismissed.


(Arun Goel) IAS
Secretary Housing & Urban Development
Punjab, Chandigarh.
24.4.2007




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Kusumjit Sidhu, IAS

Tele. No. : 2742803
ਟੈਲੀਫੋਨ ਨੰ. : 2742803

D.O. No. 33735
ਗ.ਮ.ਪ.ਨੰ. :

Financial Commissioner, Punjab
Department of Cooperation
ਵਿੱਤੀ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ
ਸਹਿਕਾਰਤਾ ਵਿਭਾਗ

Chandigarh, the 3-9-08
ਚੰਡੀਗੜ੍ਹ

Subject: - Acquisition of land of Milk Plant Mohali- Regarding Dispute about the payment of land.

My dear Sir,

Please refer to the D.O. letter No. 20/39/03-CII(4)/14642, dated 22.8.2003 from Sh.B.C.Gupta, IAS, then Financial Commissioner and Secretary to Government of Punjab, Department of Cooperation to Shri G.S.Sandhu, IAS, Secretary to Government of Punjab, Department of Housing & Urban Development Chandigarh on the subject cited matter vide which detail facts relating to the case were mentioned upto August, 2003 (photocopy enclosed). Inspite of various meetings at the different levels to resolve the matter but the issue remained unsettled. On the other hand PUDA is increasing their demand from time to time.

On 3.8.2004 Estate Officer, PUDA issued notice to the Managing Director, PDDC, to deposit the amount of Rs. 2,13,04,065.00 within 15 days and thereafter issued another notice for hearing on 6.12.2004, this time demanding Rs. 2,20,26,252.00. After hearing Estate Officer, PUDA, Mohali vide his impugned order, issued under Endst. No. PUDA/EO/04/2788 order dated 2.2.2005 (photocopy enclosed), resumed the land acquired for setting up of Milk Plant, Mohali on account of non payment of Rs. 2,20,26,255/- and further, forfeited 10% of the total price including interest deposited by the PDDC and also resumed the superstructure at Milk Plant site.

In response to resumption order dated 2.2.2005 of the Estate Officer, PUDA, Mohali, appeal was filed before the Additional Chief Administrator, PUDA, Mohali, by Milked, Punjab who had dismissed the appeal and upheld the order of resumption passed by the Estate Officer. Further, revision petition against the resumption order, was filed before your officer 17.8.2006, which was also dismissed on 24.4.2007, upholding the decision dated 2.2.2005 of the Estate Officer, PUDA, Mohali.

Now, the Accounts Officer(R), GMADA, Mohali w.r.t. the discussion held on 5.2.2008 in the meeting under the Chairmanship of Chief Administrator, GMADA, intimated the pending dues upto 31.3.2008 against the site allotted of Milk Plant, Mohali, i.e. Rs. 2,53,35,288/-. To resolve the issue cost of land (excluding interest and penal interest) amounting to Rs. 89,30,991/- was deposited by Cheque with GMADA, Mohali by the General Manager, Milk Union, Ropar at Milk Plant, Mohali vide their letter No. MU/2659-63 dated 13.6.2008 (photocopy enclosed), but GMADA has returned the cheque amounting to

Center Diary

GMADA, Mohali
No. 19817 Dt 5/9/08

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Rs. 89,30,991.00 vide their letter No. GMADA/MO/08/22776 dated 25.7.2008 (photocopy enclosed) stating that the site of Milk Plant, Mohali has been cancelled due to non-payment of dues, and no payment will be accepted by GMADA, till the cancellation of site is restored.

In view of the factual position as given above, you are requested to look into the matter at personal level and direct the PUDA authorities to accept the payment of Rs. 89,30,991/- and waive off / reduce the amount of interest / penal interest as imposed by GMADA on Milk Plant, Mohali and direct them that the cancellation of site be revoked. I would be willing to discuss the matter of your convenience if you feel a discussion is warranted.

Warm regards.

Yours sincerely,

Kusumjit Sidhu
(Kusumjit Sidhu) 1/9/08

Sh. Arun Goyal, IAS
Secretary Housing & Urban Development,
Punjab, Chandigarh.

Center Diary

ਗਰੇਟਰ ਮੁਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ,
(ਪੁੱਡਾ ਭਵਨ, ਸੈਕਟਰ 62, ਮੁਹਾਲੀ)

ਮੱਦ ਨੰ: 5.07

(ਲੇਖਾ ਸ਼ਾਖਾ)

(ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ)

ਵਿਸ਼ਾ:- ਕੋਆਪਰੇਟਿਵ ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਅਲਾਟ ਕੀਤੀ ਜਾਣ ਵਾਲੀ ਭੌ ਦੇ ਬੇਸਿਕ ਰੇਟ ਨਿਰਧਾਰਤ ਕਰਨ ਬਾਰੇ।

ਪੁੱਡਾ ਵਲੋਂ ਸਾਲ 2003 ਵਿੱਚ ਮੋਹਾਲੀ ਦੇ ਵੱਖ ਵੱਖ ਸੈਕਟਰਾਂ ਵਿੱਚ 6 ਸਾਈਟਾਂ ਅਲਾਟ ਕਰਨ ਲਈ ਵਿਗਿਆਪਨ ਰਾਹੀਂ ਬਿਨੇ ਪੱਤਰ ਮੰਗੇ ਗਏ ਸਨ। ਇਸ ਮੰਗ ਵਿਰੁੱਧ 17 ਸੁਸਾਇਟੀਆਂ ਨੇ ਭੌ ਅਲਾਟ ਕਰਨ ਲਈ ਬਿਨੇਪੱਤਰ ਦਿੱਤੇ ਸਨ। ਸਕਰੂਟਨੀ ਕਮੇਟੀ ਵਲੋਂ 13 ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਪਲਾਟ ਅਲਾਟ ਕਰਨ ਲਈ ਸਿਫਾਰਸ਼ਾਂ ਕੀਤੀਆਂ ਸਨ। ਸਕਰੂਟਨੀ ਕਮੇਟੀ ਦੀਆਂ ਸਿਫਾਰਸ਼ਾਂ ਪੁੱਡਾ ਦੀ ਵਿੱਤ ਅਤੇ ਲੇਖਾ ਕਮੇਟੀ ਅੱਗੇ ਮਿਤੀ 13.02.04 ਨੂੰ ਹੋਈ 40ਵੀਂ ਮੀਟਿੰਗ ਮੱਦ ਨੰ: 40.15 ਨਾਲ ਪੇਸ਼ ਕੀਤੀਆਂ ਗਈਆਂ ਸਨ ਅਤੇ ਕਮੇਟੀ ਵਲੋਂ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਫੈਸਲਾ ਲਿਆ ਗਿਆ ਸੀ:-

"Approved. Letters of Intent should be issued only when the handing over the possession of feasible on the spot. It was also decided that in this area commercial sites all along the sector-dividing roads be carved out and should not be allotted and such commercial sites should auctioned, as per policy. The Planning of this pocket may be finalized at the level of the Planning & Design Committee on the recommendation of the CTP."

ਮਿਤੀ 21.01.2004 ਨੂੰ ਮਾਨਯੋਗ ਸਕੱਤਰ, ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸਹਿਰੀ ਵਿਕਾਸ-ਕਮ-ਵਾਈਸ ਚੇਅਰਮੈਨ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਮੀਟਿੰਗ ਹੋਈ ਸੀ ਜਿਸ ਵਿੱਚ ਫੈਸਲਾ ਲਿਆ ਗਿਆ ਸੀ ਕਿ ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਭੌ ਉਦੋਂ ਅਲਾਟ ਕੀਤੀ ਜਾਵੇ ਜਦੋਂ ਲਿਟੀਗੇਸ਼ਨ ਖ ਤਮ ਹੋ ਜਾਵੇ ਅਤੇ ਸਾਰੀਆਂ ਸੁਸਾਇਟੀਆਂ ਲਈ ਭੌ ਨਿਰਧਾਰਤ ਨਹੀਂ ਹੋ ਜਾਂਦੀ। ਕਿਉਂਕਿ ਸਾਰੀਆਂ ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਭੌ ਅਲਾਟ ਕਰਨ ਲਈ ਉਪਲੱਬਧ ਨਹੀਂ ਸੀ ਹੋ ਰਹੀ ਇਸ ਲਈ ਇਹ ਮਾਮਲਾ ਪੁੱਡਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਅੱਗੇ ਮਿਤੀ 8.04.05 ਨੂੰ ਹੋਈ 47ਵੀਂ ਮੀਟਿੰਗ ਵਿੱਚ ਮੱਦ ਨੰ: 47.07 ਨਾਲ ਪੇਸ਼ ਕੀਤਾ ਗਿਆ ਸੀ ਅਤੇ ਵਿਚਾਰਨ ਉਪਰੰਤ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਫੈਸਲਾ ਲਿਆ ਗਿਆ ਸੀ:-

"After detailed discussion, the Committee felt that the number of sites available right now is not sufficient to accommodate all the

ਗਰੇਟਰ ਮੁਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ,
(ਪੁੱਡਾ ਭਵਨ, ਸੈਕਟਰ 62, ਮੁਹਾਲੀ)

ਮੱਦ ਨੰ :

(ਲੇਖਾ ਸ਼ਾਖਾ)

(ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ)

ਵਿਸ਼ਾ:- ਕੋਆਪਰੇਟਿਵ ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਅਲਾਟ ਕੀਤੀ ਜਾਣ ਵਾਲੀ ਭੌ ਦੇ ਬੇਸਿਕ ਰੇਟ ਨਿਰਧਾਰਤ ਕਰਨ ਬਾਰੇ।

ਪੁੱਡਾ ਵਲੋਂ ਸਾਲ 2003 ਵਿੱਚ ਮੋਹਾਲੀ ਦੇ ਵੱਖ ਵੱਖ ਸੈਕਟਰਾਂ ਵਿੱਚ 6 ਸਾਈਟਾਂ ਅਲਾਟ ਕਰਨ ਲਈ ਵਿਗਿਆਪਨ ਰਾਹੀਂ ਬਿਨੇ ਪੱਤਰ ਮੰਗੇ ਗਏ ਸਨ। ਇਸ ਮੰਗ ਵਿਰੁੱਧ 17 ਸੁਸਾਇਟੀਆਂ ਨੇ ਭੌ ਅਲਾਟ ਕਰਨ ਲਈ ਬਿਨੇਪੱਤਰ ਦਿੱਤੇ ਸਨ। ਸਕਰੂਟਨੀ ਕਮੇਟੀ ਵਲੋਂ 13 ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਪਲਾਟ ਅਲਾਟ ਕਰਨ ਲਈ ਸਿਫਾਰਸ਼ਾਂ ਕੀਤੀਆਂ ਸਨ। ਸਕਰੂਟਨੀ ਕਮੇਟੀ ਦੀਆਂ ਸਿਫਾਰਸ਼ਾਂ ਪੁੱਡਾ ਦੀ ਵਿੱਤ ਅਤੇ ਲੇਖਾ ਕਮੇਟੀ ਅੱਗੇ ਮਿਤੀ 13.02.04 ਨੂੰ ਹੋਈ 40ਵੀਂ ਮੀਟਿੰਗ ਮੱਦ ਨੰ: 40.15 ਨਾਲ ਪੇਸ਼ ਕੀਤੀਆਂ ਗਈਆਂ ਸਨ ਅਤੇ ਕਮੇਟੀ ਵਲੋਂ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਫੈਸਲਾ ਲਿਆ ਗਿਆ ਸੀ:-

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ਮਿਤੀ 21.01.2004 ਨੂੰ ਮਾਨਯੋਗ ਸਕੱਤਰ, ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ-ਕਮ-ਵਾਈਸ ਚੇਅਰਮੈਨ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਮੀਟਿੰਗ ਹੋਈ ਸੀ ਜਿਸ ਵਿੱਚ ਫੈਸਲਾ ਲਿਆ ਗਿਆ ਸੀ ਕਿ ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਭੌ ਉਦੋਂ ਅਲਾਟ ਕੀਤੀ ਜਾਵੇ ਜਦੋਂ ਲਿਟੀਗੇਸ਼ਨ ਖ ਤਮ ਹੋ ਜਾਵੇ ਅਤੇ ਸਾਰੀਆਂ ਸੁਸਾਇਟੀਆਂ ਲਈ ਭੌ ਨਿਰਧਾਰਤ ਨਹੀਂ ਹੋ ਜਾਂਦੀ। ਕਿਉਂਕਿ ਸਾਰੀਆਂ ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਭੌ ਅਲਾਟ ਕਰਨ ਲਈ ਉਪਲੱਬਧ ਨਹੀਂ ਸੀ ਹੋ ਰਹੀ ਇਸ ਲਈ ਇਹ ਮਾਮਲਾ ਪੁੱਡਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਅੱਗੇ ਮਿਤੀ 8.04.05 ਨੂੰ ਹੋਈ 47ਵੀਂ ਮੀਟਿੰਗ ਵਿੱਚ ਮੱਦ ਨੰ: 47.07 ਨਾਲ ਪੇਸ਼ ਕੀਤਾ ਗਿਆ ਸੀ ਅਤੇ ਵਿਚਾਰਨ ਉਪਰੰਤ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਫੈਸਲਾ ਲਿਆ ਗਿਆ ਸੀ:-

"After detailed discussion, the Committee felt that the number of sites available right now is not sufficient to accommodate all the

ਵਾਪਸ ਕਰ ਦਿੱਤੀ ਗਈ ਸੀ ਪਰ ਸੁਸਾਇਟੀਆਂ ਨੇ ਭੇਜੇ ਗਏ ਚੈਕ ਵਾਪਸ ਕਰਦੇ ਹੋਏ ਬੇਨਤੀ ਕੀਤੀ ਕਿ ਉਹਨਾਂ ਨੇ ਭੌਂ ਦੀ ਅਲਾਟਮੈਂਟ ਲਈ ਸਾਲ 2003 ਵਿੱਚ ਬੇਨਤੀ ਪੱਤਰ ਦਿੱਤਾ ਸੀ ਜਦ ਕਿ ਪੁੱਡਾ ਦਾ ਬੋਲੀ ਰਾਂਗੀ ਭੌਂ ਅਲਾਟ ਕਰਨ ਦਾ ਫੈਸਲਾ ਮਿਤੀ 20.07.2006 ਦਾ ਹੈ ਜੋ ਉਹਨਾਂ ਤੇ ਲਾਗੂ ਨਹੀਂ ਹੁੰਦਾ ਹੈ।

ਕੋਆਪਰੇਟਿਵ ਸੁਸਾਇਟੀਆਂ ਦੀ ਮੰਗ ਨੂੰ ਵਿਚਾਰਨ ਲਈ ਮਿਤੀ 12.02.08 ਨੂੰ ਮਾਨਯੋਗ ਮੁੱਖ ਮੰਤਰੀ-ਕਮ-ਚੇਅਰਮੈਨ, ਗੁਮਾਡਾ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਮੀਟਿੰਗ ਹੋਈ ਸੀ ਜਿਸ ਵਿੱਚ ਮਾਨਯੋਗ ਮੁੱਖ ਮੰਤਰੀ-ਕਮ-ਚੇਅਰਮੈਨ, ਗੁਮਾਡਾ ਜੀ ਦਾ ਵਿਚਾਰ ਸੀ ਕਿ ਪੁੱਡਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦਾ ਮਿਤੀ 20.7.2006 ਨੂੰ ਲਿਆ ਗਿਆ ਫੈਸਲਾ ਇਹਨਾਂ 13 ਸੁਸਾਇਟੀਆਂ ਦੇ ਕੇਸ ਵਿੱਚ ਲਾਗੂ ਨਹੀਂ ਹੋਣਾ ਚਾਹੀਦਾ ਹੈ ਕਿਉਂਕਿ ਪੁੱਡਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਨੇ ਇਹਨਾਂ 13 ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਭੌਂ ਅਲਾਟ ਕਰਨ ਦੀ ਪ੍ਰਵਾਨਗੀ ਪਹਿਲਾਂ ਹੀ ਦਿੱਤੀ ਹੋਈ ਹੈ। ਇਸ ਫੈਸਲੇ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰੱਖਦਿਆਂ ਹੋਇਆਂ ਮਾਮਲਾ ਗੁਮਾਡਾ ਦੀ ਮਿਤੀ 12.02.2008 ਨੂੰ ਹੋਈ ਦੂਜੀ ਮੀਟਿੰਗ ਵਿੱਚ ਮੱਦ ਨੰ: 2.05 ਨਾਲ ਪੇਸ਼ ਕੀਤਾ ਗਿਆ ਸੀ ਅਤੇ ਵਿਚਾਰ ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਅਥਾਰਿਟੀ ਵਲੋਂ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਫੈਸਲਾ ਲਿਆ ਗਿਆ ਸੀ:-

"The matter was discussed at length. The Authority decided that decision taken by Finance and Accounts Committee of PUDA in its meeting held on 20.7.2006 should not be made applicable in the case of these 13 Co-operative House Building Societies, because Finance and Accounts Committee of PUDA had already approved allotment of sites to these 13 societies prior to the formulation of the policy. The policy was amended in general on 20.7.2006 and should be adopted for cases in future. Therefore the case of these Societies should be considered as per the earlier policy prevalent at the time of their application but the rate shall be charged as is applicable on the date of issuance of allotment letter under the previous policy."

ਅਥਾਰਿਟੀ ਦੇ ਉਕਤ ਫੈਸਲੇ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰੱਖਦੇ ਹੋਏ ਕੋਆਪਰੇਟਿਵ ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਭੌਂ ਅਲਾਟ ਕਰਨ ਲਈ ਰੇਟ ਨਿਰਧਾਰਤ ਕੀਤੇ ਜਾਣੇ ਹਨ। ਇਸ ਸਬੰਧ ਵਿੱਚ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਪੁੱਡਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੀ 15ਵੀਂ ਮੀਟਿੰਗ ਜੋ ਕਿ 16.09.1997 ਨੂੰ ਹੋਈ ਸੀ, ਵਿੱਚ ਕੋਆਪਰੇਟਿਵ ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਅਲਾਟ ਕੀਤੀ ਜਾਣ ਵਾਲੀ ਜਮੀਨ ਦੇ ਰੇਟ 1690/- ਰੁਪਏ ਪ੍ਰਤੀ ਗਜ਼ ਅਜੰਡਾ ਆਈਟਮ 15.20 ਮੁਤਾਬਿਕ ਨਿਰਧਾਰਤ ਕੀਤੇ ਗਏ ਸਨ। ਬਾਅਦ ਵਿੱਚ ਇਨ੍ਹਾਂ ਰੇਟਾਂ ਨੂੰ 12 ਅਕਤੂਬਰ 2000 ਵਿੱਚ ਵਧਾ ਕੇ 2000/- ਰੁਪਏ ਪ੍ਰਤੀ ਵ:ਗ: ਸਮੇਤ HRD ਚਾਰਜਜ਼ ਕਰ ਦਿੱਤਾ ਗਿਆ ਸੀ (ਕਾਪੀ ਨੱਥੀ ਹੈ)।

ਕੋਆਪਰੇਟਿਵ ਸੁਸਾਇਟੀ ਨੂੰ ਬੋਲੀ ਰਾਹੀਂ ਵੇਚੀਆਂ ਜਾਣ ਵਾਲੀਆਂ ਸਾਈਟਾਂ ਲਈ ਪੁੱਛਾ ਦੀ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੀ ਮਿਤੀ 20.07.06 ਨੂੰ ਹੋਈ 51ਵੀਂ ਮੀਟਿੰਗ ਦੀ ਮੱਦ ਨੰਬਰ 51.18 ਦੇ ਫੈਸਲੇ ਅਨੁਸਾਰ " Reserve Price for first auction shall be the prevailing highest residential reserve price fixed for the urban estate" ਹੋਵੇਗੀ ।

ਹੁਣ ਮੁਹਾਲੀ ਵਿਖੇ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੀ ਡਰਾਅ ਰਾਹੀਂ ਅਲਾਟ ਕਰਨ ਦੀ ਮੌਜੂਦਾ ਰਿਜ਼ਰਵ ਕੀਮਤ 10000/- ਰੁਪਏ ਪ੍ਰਤੀ ਵ.ਗ: ਹੈ ਜਿਨ੍ਹਾਂ ਨੂੰ ਵਧਾਉਣ ਤੇ ਵਿਚਾਰ ਕਰਨ ਲਈ ਵੱਖਰੇ ਤੌਰ ਤੇ ਮੱਦ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਮੀਟਿੰਗ ਵਿੱਚ ਪੇਸ਼ ਕੀਤੀ ਜਾ ਰਹੀ ਹੈ।

ਇੱਥੇ ਇਹ ਵੀ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਮੁਹਾਲੀ ਵਿਖੇ ਸਿਤੰਬਰ 2008 ਵਿੱਚ ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੀ ਹੋਈ ਨਿਲਾਮੀ ਵਿੱਚ ਗੁਮਾਸਤਾ ਨੂੰ ਔਸਤਨ 50000/- ਰੁਪਏ ਪ੍ਰਤੀ ਵ.ਗ: ਕੀਮਤ ਪ੍ਰਾਪਤ ਹੋਈ ਸੀ।

ਕਿਉਂਕਿ ਸੁਸਾਇਟੀਆਂ ਦੀ FAR ਰਿਹਾਇਸ਼ੀ ਪਲਾਟਾਂ ਦੀ FAR ਤੋਂ ਜਿਆਦਾ ਹੈ, ਇਸ ਲਈ ਉਪਰੋਕਤ ਨੂੰ ਮੁੱਖ ਰੱਖਦੇ ਹੋਏ ਕੋਆਪਰੇਟਿਵ ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਅਲਾਟ ਕੀਤੀ ਜਾਣ ਵਾਲੀ ਜਮੀਨ ਦੇ ਰੇਟ ਨਿਰਧਾਰਤ ਕਰਨ ਵੇਲੇ ਇਸ ਨੂੰ ਵੀ ਧਿਆਨ ਵਿੱਚ ਰੱਖ ਲਿਆ ਜਾਵੇ।

ਇਹ ਮਾਮਲਾ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੇ ਦਾਅਰੇ ਵਿੱਚ ਆਉਂਦਾ ਹੈ ਅਤੇ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੀ ਮੌਜੂਦਾ ਉਪਰੰਤ ਮਾਮਲਾ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਪ੍ਰਵਾਨਗੀ ਲਈ ਪੇਸ਼ ਕੀਤਾ ਜਾਂਦਾ ਹੈ। ਕਿਉਂਕਿ ਵਿੱਤ ਤੇ ਲੇਖਾ ਕਮੇਟੀ ਦੇ ਸਾਰੇ ਮੈਂਬਰ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੇ ਵੀ ਮੈਂਬਰ ਹਨ, ਇਸ ਲਈ 13 ਕੋਆਪਰੇਟਿਵ ਸੁਸਾਇਟੀਆਂ ਨੂੰ ਅਲਾਟ ਕੀਤੀ ਜਾਣ ਵਾਲੀ ਭੌ ਦੀ ਰਿਜ਼ਰਵ ਕੀਮਤ ਨਿਰਧਾਰਤ ਕਰਨ ਲਈ ਮਾਮਲਾ ਸਿੱਧੇ ਤੌਰ ਤੇ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਕੋਲ ਵਿਚਾਰਣ ਅਤੇ ਯੋਗ ਫੈਸਲੇ ਹਿੱਤ ਪੇਸ਼ ਹੈ।

3/7/03

SHRI R. S. NAGAR URBAN PLANNING AND DEVELOPMENT AUTHORITY

No. 37.05

Finance & Accounts Committee)

Revision of basic land rate for allotment of Land to the Co-operative Societies as well as Group Housing schemes, Urban Estate, SAS Nagar.

...

During the 15th meeting of Finance & Accounts Committee held on 16.9.97, the basic land rate for the allotment of land to co-operative societies was fixed at Rs. 1690/- per Sq. yd. (For 40 units per acre) vide agenda item No. 15.20(Annexure B). After the matter was taken-up with the then Hon.ble chairman PUDA by the then Joint Secretary, it was decided that the basic allotment rate for co-operative societies as well as Group Housing schemes may be enhanced to Rs. 2000/- Per Sq. yd. inclusive of all charges (Annexure B) for SAS Nagar. It was also decided that formal approval of Finance & Accounts Committee can be obtained in due course.

In view of the position explained above, the matter is referred to the Finance & Accounts Committee for according necessary ex-post facto approval for the allotment of land at the basic land rate of Rs. 2000/- per Sq. yd. inclusive of all charges to co-operative societies as well as to various Group Housing Schemes, for the Urban Estate, SAS Nagar.

[Signature]
Joint Secretary
Urban Planning & Development
SAS Nagar

MINUTES OF THE 37th MEETING OF THE FINANCE AND ACCOUNTS COMMITTEE OF
PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY (PUDA) HELD ON
3.7.2003 AT 11.00 AM IN THE COMMITTEE ROOM OF PUDA.

37th Meeting of the Finance and Accounts Committee of Punjab Urban Planning and Development Authority was held on 3.7.2003 at 11.00 AM in the Committee Room of PUDA. Sh. Raghunath Sahay Puri, Housing & Urban Development Minister and Chairman PUDA chaired the meeting.

2.0 The following were present:-

- Sh. Malkiat Singh Birmi
State Minister for Jails, Housing & Urban Development Deptt. and Co-Chairman, PUDA
- Sh. G.S. Sandhu,
Secretary to Govt. Punjab, Housing & Urban Development Department & Vice-Chairman, PUDA
- Sh. Surish Kumar,
Chief Administrator, PUDA
- Ms. Parneet Suri,
Spl. Secretary to Govt. Punjab, Department of Finance
(Representative of Principal Secretary to Govt. Punjab, Deptt. of Finance)

3.0 Agenda items ad-seriatim were considered as follows:-

Item no. 37.01

Confirmation of the proceedings of 34th meeting of the Finance and Accounts Committee held on 29.3.2003.

Confirmed.

Item no. 37.02

Follow up action on the decisions of the 33rd meeting of Finance and Accounts Committee held on 29.11.2002.

Noted.

Item No. 37.03

Follow up action on the decisions of the 34th meeting of Finance and Accounts Committee held on 29-3-2003.

Noted.

Item No. 37.04

ਪਲਾਟ ਨੰ: 184, ਅਰਬਨ ਐਸਟੇਟ ਫੇਜ਼-2, ਪਾਠਿੰਡਾ-2 ਬਠਿੰਡਾ ਜ਼ਿਲ੍ਹਾ ਵਿਖੇ ਉੱਚੇ ਲਗਿਮਾ ਵਿਆਸ ਪ੍ਰਮਾਣ ਕਰਨ ਬਾਰੇ।

The Committee did not accede to the request to waive interest payable by the allottee of Plot No. 184 Urban Estate Phase-II, Bathinda.

No. 37.05

Revision of Basic land rate for allotment of land to the Co-operative Societies as well as group Housing Schemes, Urban Estate, SAS Nagar.

Ex-post facto approval for allotment of land at the basic rate of Rs. 2000 per sq.yd. inclusive of HRD charges to the Co-operative Societies as well as to various Group Housing Schemes for the Urban Estate, SAS Nagar, was granted.

Item No. 37.06

Revised policy regarding allotment of Petrol Pump sites in Urban Estates.

Deferred.

Item No. 37.07

Allotment of land for the construction of Multi-storeyed Flats under Group Housing Schemes in Urban Estate, SAS Nagar (Mohali) to Central Government Employees Welfare Housing Organization.

Approved.

Item No. 37.08

Reduction in current interest rate charged by PUDA from the allottees of residential plots/commercial sites/built-up booths and institutional sites.

The Committee approved proposal to reduce rate of interest from 15% to 12% per annum on instalments payable by allottees of residential plots, commercial sites, built-up booths and institutional sites. However, it decided that the benefits of reduced rate of interest would be available to all allottees prospectively if they have paid their instalments regularly. In case of defaulters, the benefits would be granted only after they clear their defaults at the existing rate of interest i.e. 15% plus additional penal interest. The Committee further observed that the proposal to reduce penal interest should be pursued separately.

Item No. 37.09

ਪਲਾਟ ਨੰ: 252, ਏਸ-2, ਅਰਧਨ ਅਸਟੇਟ, ਪਟਿਆਲਾ ਵਿਭਾਗ ਮੁਕਾਬਲੇ ਨਾਲ (ਹਿਸਾਬੀ ਫੀਸ ਦੀ ਰਕਮ) ਪ੍ਰਮਾਣਿਤ ਕਰਨ ਬਾਰੇ ।

Approved. It was also decided that in all cases which are covered under an existing policy of PUDA, the Chief Administrator or any other officer authorised by him, should be competent to take a decision.

The Committee further observed that in case an Army officer has stayed at a family station for three years after allotment of a plot, he shall not be entitled to remission of non construction fee for the period he stays at non family station thereafter, because the maximum period allowed to an allottee for construction of a house is three years. It was decided that this implication of the existing policy should be clarified to all Additional Chief Administrators and Estate Officers of PUDA.

Item No. 37.10

Announcement made by Hon'ble Chief Minister Punjab at the passing out parade at PAP Phillaur on 27.3.2002.

Approved except that the benefit of reservation should be available to Police personnel awarded with President Police Medals for Gallantry and Police medals for Gallantry and not President Gallantry Awards and Indian Police Medals as stated in the agenda.

Agenda item No. 15.27

16-9-97

Subject:-

Fixation of land rates for Group Housing Scheme/Multi-story houses.

During the 14th meeting of Finance & Accounts Committee held on 30.6.97, the issue of pricing of land in respect of Group Housing Scheme was considered vide Agenda item no. 14.09 and it was decided that the price of land for co-operative Group Housing Societies/Private Builders should be charged as follows:-

Sr.No.	Category	Basis
(i)	For Co-operative Group Housing Societies.	Cost plus
(ii)	For Private Builders	Cost plus 30%

2. Accordingly, the price of land per sqyd. to be charged from Co-operative Group Housing Societies falling in category (i) above was fixed as under:-

Sr.No.	Name of Urban Estate	Price of land fixed per sqyd.
1.	SAS Nagar	Rs. 1630/-
2.	Patiala	Rs. 1420/-
3.	Ludhiana	Rs. 2060/-
4.	Jalandhar	Rs. 1670/-
5.	Phagwara	Rs. 1400/-
6.	Bathinda	Rs. 1350/-

3. Now it is proposed that the cost of land to be charged should be related to the number of units to be constructed over a given area as well as density of population.

In the existing scheme the FAR permitted is 1.5 under which the number of D/units which can be constructed varies from 40 to 60 D/Units per acre which means the density of population within one acre of land would vary from 200 to 300 persons per acre. Higher density would mean more no. of persons and accordingly more expenditure on services and other civic amenities in terms of bigger pipes of water supply and sewerage and large no. of schools and health services etc. Accordingly, for larger density/larger number of D/units in a given area would require higher development cost. In order to cater to the needs of the economically weaker section of the society, this density is proposed to be revised from 40-60 D/units to 40-80 D/units per acre so as to cover more population within the group housing scheme and also caters to the needs of economically weaker sections/lower income group housing.

5. Accordingly, No. of dwelling units proposed to be constructed per acre and price to be charged per sqyd. from the co-operative Societies desiring to take land from PUDA under Group Housing Scheme are proposed as under:-

Station	No. of D/Units permitted per acre	Price to be charged per sqyd.
Mohali Ludhiana	For 40 D/units	Cost Plus
	For 50 D/units	Cost plus+10%
	For 60 D/units	Cost plus+20%
	For 70 D/units	Cost plus+30%
	For 80 D/units	Cost plus+40%
Jalandhar Patiala Bathinda	For 40 D/units	Cost plus
	For 50 D/units	Cost plus +7-1/2%
	For 60 D/units	Cost plus+15%
	For 70 D/units	Cost plus+22-1/2%
	For 80 D/units	Cost plus+30%
Bhagwara	For 40 D/units	Cost plus
	For 50 D/units	Cost plus+5%
	For 60 D/units	Cost plus+10%
	For 70 D/units	Cost plus+15%
	For 80 D/units	Cost plus+20%

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6 For Private Builders, for each category of the above, price would be 50% more than the price worked out for co-operative group housing as per formula given above. The price so approved would be valid for one year from the date of approval.

7 The matter is placed before the Finance Committee for consideration and approval please.

ANNEXURE

COSTING DETAIL ON COST-TO-COST BASIS/COST-PLUS BASIS

1. Name of Sector/Phase/ Urban Estate	Sector 67 & 69 S.H.S. Nagar ✓
2. Total Area	410 Acres ✓
3. Cost of acquisition of land per acre	R. 460000-00 ✓
4. Compound interest @ 15% P.A. from the date of acquisition i.e. 21.2.95 for 2 years.	R. 148350-00 ✓
5. Enhance compensation per acre	— ✓
6. Compound interest @ 15% on enhanced compensation.	— ✓
7. Total land cost	R. 608350-00 A ✓
8. Development cost per acre	R. 2300000-00 ✓
9. Interest on development cost @ 15% for two years on 60% development cost.	R. 1111000-00 ✓
10. Total development cost (8+9)	R. 2714000-00 B ✓
11. Admn. charges @ 3% on cost of land for 2 years.	R. 36500-00 ✓
12. Planning charges @ Rs. 1/- per sqyd. on saleable area 50% i.e. Rs. 2420 per sqyd. area.	R. 2420-00 ✓
13. Unforeseen & escalation charges @ 15% on development cost.	R. 345000-00 ✓
(11+12+13) 13. Other charges per Acre	R. 383920-00 C ✓
14. Add 10% profit margin on A+B+C (370627.70)	R. 370627-00 ✓
15. Total cost per acre A+B+C+D	R. 4076297-00 ✓
16. Rate per sqyd. of saleable area 50% (i.e. 2420 sq. yd.)	R. 1684-66 ✓
17. Add cross subsidy of 10% of total area for public utility.	— ✓
18. Saleable rate per sqyd.	R. 1685-00 ✓

Rounded to next multiple of
ten.

R. 1690-00 ✓

ਗਮਾਡਾ ਦੀ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ 5ਵੀਂ ਮੀਟਿੰਗ ਵਿਚ ਪੇਸ਼ ਕੀਤੇ ਜਾਣ ਵਾਲੇ
ਸਪਲੀਮੈਂਟਰੀ ਅਜੰਡਿਆਂ ਦੀ ਸੂਚੀ

ਅਜੰਡਾ ਆਈਟਮ ਨੰਬਰ	ਵਿਸ਼ਾ
5.08	ਸੈਕਟਰ 65 ਐਸ.ਏ.ਐਸ ਨਗਰ ਵਿਖੇ ਗੋਲਫ ਰੇਂਜ ਅਤੇ ਗੋਲਫ ਅਕੈਡਮੀ ਦੀ ਸਥਾਪਨਾ ਬਾਰੇ ।
5.09	ਹੋਟਲ -ਕਮ-ਕਨਵੈਨਸ਼ਨ ਸੈਂਟਰ (ਐਮ -1 ਸਾਈਟ) ਇਨ ਪੀ.ਪੀ.ਪੀ. ਮੋਡ, ਸੈਕਟਰ: 62, ਮੋਹਾਲੀ
5.10	ਬੱਸ ਸਟੈਂਡ, ਸੈਕਟਰ: 57, ਐਸ.ਏ.ਐਸ ਨਗਰ, ਮੋਹਾਲੀ
5.11	ਉਦਯੋਗਿਕ ਖੇਤਰ, ਸੈਕਟਰ-56 ਵਿਖੇ ਐਸ.ਏ.ਐਸ.ਨਗਰ ਲਈ ਨਵੇਂ ਬੱਸ ਸਟੈਂਡ ਦੀ ਉਸਾਰੀ ਕਰਨ ਸਦਕਾ, ਪੈਟਰੋਲ ਪੰਪ, ਟਰੱਕ ਯੂਨੀਅਨ, ਧਰਮ ਕੰਡਾ ਅਤੇ ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 6 ਨੂੰ ਸਿਫਟ ਕਰਨ ਬਾਰੇ ।

ਅਜੰਡਾ ਮੱਦ ਨੰ: ----- 5.08 -----

(ਗਮਾਡਾ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਪੰਜਵੀਂ ਮੀਟਿੰਗ)

ਵਿਸ਼ਾ:- ਸੈਕਟਰ 65 ਐਸ.ਏ.ਐਸ ਨਗਰ ਵਿਖੇ ਗੋਲਫ ਰੇਂਜ ਅਤੇ ਗੋਲਫ ਅਕੈਡਮੀ ਦੀ ਸਥਾਪਨਾ ਬਾਰੇ।

1. ਪੰਜਾਬ ਦੇ ਅਠਾਰਵੇਂ ਜਿਲੇ ਦੇ ਤੌਰ ਤੇ ਯੋਜਨਾਬੱਧ ਐਸ.ਏ.ਐਸ ਨਗਰ ਜਿਸ ਨੂੰ ਜਾਣਕਾਰੀ ਆਧਾਰਿਤ ਉਦਯੋਗਾਂ, ਖਾਸ ਕਰਕੇ ਸੈਕਟਰ 81 ਵਿਖੇ ਨਾਲੇਜ਼ ਸਿਟੀ ਵਿੱਚ investment destination ਦੇ ਤੌਰ ਤੇ ਵਿਕਸਿਤ ਕੀਤਾ ਜਾ ਰਿਹਾ ਹੈ। ਗਰੇਟਰ ਮੋਹਾਲੀ, ਯੂਨੀਅਨ ਟੈਰੀਟਰੀ, ਚੰਡੀਗੜ੍ਹ ਦੇ ਤਿੰਨ ਪਾਸਿਆਂ ਤੇ ਸਥਿਤ ਹੈ। ਇਹਨਾਂ ਪ੍ਰੋਜੈਕਟਾਂ ਦੇ ਪਦਾਰਥਪਦ ਨਾਲ ਇਸ ਖਿੱਤੇ ਵਿੱਚ ਉੱਚ ਦਰਜ ਦੇ ਮਾਹਿਰਾਂ ਦਾ ਹੜ੍ਹ ਆ ਜਾਵੇਗਾ ਜਿਸ ਨਾਲ ਸੋਸਲ ਅਤੇ ਸਪੋਰਟਸ ਇਨਫਰਾਸਟਰਕਚਰ ਦੀ ਮੰਗ ਵਧੇਗੀ। ਇਹਨਾਂ ਦਿਨਾਂ ਵਿੱਚ ਚੰਡੀਗੜ੍ਹ ਗੋਲਫ ਕਲੱਬ ਵਿੱਚ ਮੈਂਬਰਸਿਪ ਲਈ ਅਰਜੀਆਂ ਦੀ ਭੀੜ ਹੈ। ਮੋਹਾਲੀ ਵਿਖੇ ਰੀਅਲ ਅਸਟੇਟ ਡਿਵੈਲਪਮੈਂਟ ਹੋਣ ਕਰਕੇ ਗੋਲਫ ਕੋਰਸ ਨਿਰਮਾਣ ਦਾ ਧਿਆਨ ਸਿਰਫ ਮੰਗ ਤੇ ਆਧਾਰਿਤ ਨਹੀਂ ਹੈ। ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਪਹਿਲੀ ਮੀਟਿੰਗ ਵਿੱਚ ਇਹ ਫੈਸਲਾ ਕੀਤਾ ਗਿਆ ਸੀ ਕਿ ਗਮਾਡਾ ਆਪਣੇ ਪੱਧਰ ਤੇ ਹੂਡਾ ਪੈਟਰਨ ਅਪਣਾਉਂਦੇ ਹੋਏ ਗੋਲਫ ਰੇਂਜ ਦਾ ਨਿਰਮਾਣ ਕਰੇਗਾ।

2. ਉਪਰੋਕਤ ਦਰਸਾਏ ਤੱਥਾਂ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰੱਖਦੇ ਹੋਏ ਅੰਤਰਰਾਸ਼ਟਰੀ ਪੱਧਰ ਦੇ ਗੋਲਫਰ ਤਿਆਰ ਕਰਨ ਦੇ ਮਨਸੇ ਨਾਲ ਸੈਕਟਰ 65 ਵਿਖੇ ਗੋਲਫ ਰੇਂਜ ਅਤੇ ਗੋਲਫ ਅਕੈਡਮੀ ਦਾ ਵਿਕਾਸ ਕਰਨ ਲਈ ਸਾਈਟ ਦੀ ਨਿਸ਼ਾਨਦੇਹੀ ਕੀਤੀ ਗਈ ਹੈ।

3. ਗੋਲਫ ਕੋਰਸ ਅਤੇ ਗੋਲਫ ਅਕੈਡਮੀ ਦੇ ਨਿਰਮਾਣ ਵਿੱਚ ਲੋੜੀਂਦਾ ਤਜਰਬਾ ਰੱਖਣ ਵਾਲੇ ਆਰਕੀਟੈਕਟਸ, ਪਲੈਨਰਜ਼, ਕਨਸਲਟੈਂਟਸ ਆਦਿ ਤੋਂ ਅਖਬਾਰਾਂ ਵਿੱਚ Expression of Interest ਪ੍ਰਕਾਸ਼ਿਤ ਕਰਵਾਕੇ ਅਰਜੀਆਂ ਮੰਗੀਆਂ ਗਈਆਂ ਸਨ। ਕੰਸੈਪਟ ਅਤੇ ਕੀਮਤ ਫੈਕਟਰ ਦੀ ਪ੍ਰਦਰਸ਼ਨੀ ਤੋਂ ਬਾਅਦ ਕਮੇਟੀ ਵਲੋਂ ਮੈਸ: ਫੋਲੀਏਜ਼ ਨੂੰ ਕੰਮ ਅਲਾਟ ਕਰਨ ਦਾ ਨਿਰਣਾ ਲਿਆ ਗਿਆ। ਰੇਟ ਘਟਾਉਣ ਸਬੰਧੀ ਗੱਲਬਾਤ ਕਰਨ ਤੋਂ ਬਾਅਦ lumpsum ਆਧਾਰ ਤੇ 23.00 ਲੱਖ ਰੁਪਏ (ਸਰਵਿਸ ਟੈਕਸ ਐਕਸਟਰਾ) ਵਿੱਚ ਕੰਮ ਕਰਨ ਸਬੰਧੀ ਅਲਾਟਮੈਂਟ ਪੱਤਰ ਜਾਰੀ ਕਰ ਦਿੱਤਾ ਗਿਆ।

4. ਸ੍ਰੀ ਬਲਵਿੰਦਰ ਸਿੰਘ, ਆਈ.ਏ.ਐਸ, ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਗਮਾਡਾ ਮੋਹਾਲੀ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਮਿਤੀ 17.3.2008 ਨੂੰ ਹੋਈ ਰਿਜਨਲ ਪਲੈਨਿੰਗ ਅਤੇ ਡਿਜ਼ਾਇਨ ਕਮੇਟੀ ਦੀ 12ਵੀਂ ਮੀਟਿੰਗ ਵਿੱਚ ਡਿਜ਼ਾਇਨ ਪ੍ਰਵਾਨ ਕਰ ਲਿਆ ਗਿਆ।

5. ਸ੍ਰੀ ਅਰੁਣ ਗੋਇਲ, ਆਈ.ਏ.ਐਸ, ਉਪ ਚੇਅਰਮੈਨ ਗਮਾਡਾ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਮਿਤੀ 19.5.08 ਨੂੰ ਹੋਈ Concept Approval Committee ਦੀ ਪਹਿਲੀ ਮੀਟਿੰਗ ਵਿੱਚ ਸ੍ਰੀ ਅਜੇ ਜੋਹਲ ਵਲੋਂ ਡਿਟੇਲਡ ਡਰਾਈਂਗਾਂ ਅਤੇ ਸਪੈਸੀਫੀਕੇਸ਼ਨਾਂ ਪੇਸ਼ ਕੀਤੀਆਂ ਗਈਆਂ ਸਨ। ਕਮੇਟੀ ਵਲੋਂ ਡਿਜ਼ਾਇਨ ਤੇ ਵਿਚਾਰ ਕਰਦੇ ਹੋਏ ਇਹ ਫੈਸਲਾ ਕੀਤਾ ਗਿਆ ਕਿ ਕਿਉਂਕਿ ਮੋਹਾਲੀ ਵਿਖੇ ਜਮੀਨ ਦੀ ਕੀਮਤ ਬਹੁਤ ਵੱਧ ਗਈ ਹੈ ਇਸ ਲਈ ਇਸ ਪ੍ਰੋਜੈਕਟ ਨੂੰ remould ਕਰਦੇ ਹੋਏ Real Estate Element ਸ਼ਾਮਲ ਕੀਤੇ ਜਾਣ ਤਾਂ

ਜੋ ਗਮਾਡਾ ਵਲੋਂ ਇਸ ਸਪੋਰਟਸ ਇਨਫਰਾਸਟਰਕਚਰ ਨੂੰ ਪ੍ਰਵਾਨ ਕੀਤੀ ਇਸ ਜਮੀਨ ਦੀ ਕੀਮਤ ਵਸੂਲੀ ਜਾ ਸਕੇ।

6. ਸ੍ਰੀ ਅਜੇ ਜੋਹਲ ਆਰਕੀਟੈਕਟ ਵਲੋਂ Concept Approval Committee ਦੀ ਮਿਤੀ 19.5.08 ਨੂੰ ਹੋਈ ਤੀਜੀ ਮੀਟਿੰਗ ਵਿੱਚ ਗੋਲਫ ਰੇਂਜ ਦੇ Increased ਰਕਬੇ ਦਾ Revised Concept ਪੇਸ਼ ਕੀਤਾ ਗਿਆ। Concept Plan ਤੇ ਵਿਚਾਰ ਕਰਦੇ ਹੋਏ ਕਮੇਟੀ ਵਲੋਂ ਹੇਠ ਲਿਖੇ ਵਿਚਾਰ ਪੇਸ਼ ਕੀਤੇ ਗਏ:-

(ੳ) ਗੋਲਫ ਰੇਂਜ ਦਾ ਪ੍ਰੋਪੋਜ਼ਲ ਤਸੱਲੀਬਖਸ਼ ਪਾਇਆ ਗਿਆ।

(ਅ) ਰਿਹਾਇਸ਼ੀ ਰਕਬੇ ਦੀ ਪਾਕਿਟ ਸਬੰਧੀ ਇਹ ਮਹਿਸੂਸ ਕੀਤਾ ਗਿਆ ਕਿ ਉੱਚ ਦਰਜੇ ਦੀ ਫਲੋਰ ਏਰੀਆ ਰੇਸ਼ੋ ਸਾਕਾਰ ਕਰਨੀ ਬਣਦੀ ਹੈ। ਕਮੇਟੀ ਨੇ ਫੈਸਲਾ ਕੀਤਾ ਕਿ ਇਸ ਦਾ ਲੇ ਆਊਟ ਪਲੈਨ ਮੁੱਖ ਨਗਰ ਯੋਜਨਾਕਾਰ ਤੋਂ ਪ੍ਰਵਾਨ ਕਰਵਾਇਆ ਜਾਵੇ ਜਿਹੜਾ ਕਿ ਰਿਹਾਇਸ਼ੀ ਪਾਕਿਟ ਲਈ ਨਿਰਧਾਰਤ ਐਫ.ਏ.ਆਰ. ਵੀ ਦੇਣਗੇ।

(ੲ) ਕਮੇਟੀ ਵਲੋਂ Concept Plan ਸਬੰਧੀ ਆਪਣੀ ਤਸੱਲੀ ਦਾ ਪ੍ਰਗਟਾਵਾ ਕੀਤਾ ਗਿਆ:-

* ਕਮੇਟੀ ਵਲੋਂ ਇਸ ਪ੍ਰੋਜੈਕਟ ਦੀ Mode of Execution return ਲਈ ਗਮਾਡਾ ਵਲੋਂ ਪੀ.ਪੀ.ਪੀ. ਮੋਡ ਤੇ ਕਰਨ ਦਾ ਫੈਸਲਾ ਲਿਆ ਗਿਆ। ਫੈਸਲੇ ਅਨੁਸਾਰ ਗੋਲਫ ਰੇਂਜ ਅਤੇ ਰਿਹਾਇਸ਼ੀ ਪਾਕਿਟ ਵਾਲੀ ਪੂਰੀ ਸਾਈਟ ਪ੍ਰਾਈਵੇਟ ਡਿਵੈਲਪਰਜ਼ ਨੂੰ ਆਫਰ ਕੀਤੀ ਜਾਵੇਗੀ।

7. ਮਿਤੀ 11.11.08 ਨੂੰ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਗਮਾਡਾ ਮੋਹਾਲੀ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਹੋਈ ਇਸ ਪ੍ਰੋਜੈਕਟ ਸਬੰਧੀ ਮੀਟਿੰਗ ਵਿੱਚ ਰਾਸ਼ਟਰੀ ਅਤੇ ਅੰਤਰਰਾਸ਼ਟਰੀ ਪੱਧਰ ਤੇ

Global Meltdown ਨੂੰ ਗੰਭੀਰਤਾ ਨਾਲ ਵਿਚਾਰਿਆ ਗਿਆ। ਇਹ ਮਹਿਸੂਸ ਕੀਤਾ ਗਿਆ ਕਿ ਇਸ ਵਿੱਤੀ ਸੰਕਟ ਦੀ ਸਥਿਤੀ ਵਿੱਚ ਇਸ ਪ੍ਰੋਜੈਕਟ ਦਾ bidder ਮਿਲਣ ਦੀ ਸੰਭਾਵਨਾ ਘੱਟ ਹੈ ਅਤੇ ਜਿਆਦਾ ਢੁਕਵਾਂ ਹੋਵੇਗਾ ਕਿ ਜੇਕਰ ਗੋਲਫ ਰੇਂਜ ਅਤੇ ਹਾਊਸਿੰਗ ਸਕੀਮ ਦਾ project decouple ਕਰ ਦਿੱਤਾ ਜਾਵੇ। Decouple ਕਰਨ ਉਪਰੰਤ ਗੋਲਫ ਰੇਂਜ ਅਤੇ ਅਕੈਡਮੀ ਨੂੰ ਗਮਾਡਾ ਆਪਣੇ ਪੱਧਰ ਤੇ ਵਿਕਸਿਤ ਕਰੇ ਅਤੇ ਹਾਊਸਿੰਗ ਪ੍ਰੋਜੈਕਟ ਬਾਰੇ ਫੈਸਲਾ ਪ੍ਰਚਲਤ ਪਾਲਿਸੀ ਅਨੁਸਾਰ ਕਰਨ ਦੀ ਤਜਵੀਜ਼ ਹੈ।

ਉਪਰੋਕਤ ਅਨੁਸਾਰ ਤਜਵੀਜ਼ ਅਥਾਰਟੀ ਸਾਹਮਣੇ ਜਾਣਕਾਰੀ, ਪੁਸ਼ਟੀ ਅਤੇ ਪ੍ਰਵਾਨਗੀ ਹਿੱਤ ਪੇਸ਼ ਹੈ ਜੀ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ: 5.09

(ਗਮਾਡਾ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਪੰਜਵੀਂ ਮੀਟਿੰਗ)

ਵਿਸ਼ਾ:- ਹੋਟਲ-ਕਮ-ਕੰਨਵੈਨਸਨ ਸੈਂਟਰ (ਐਮ-1 ਸਾਈਟ) ਇਨ ਪੀ.ਪੀ.ਪੀ.
ਮੋਡ, ਸੈਕਟਰ 62, ਮੋਹਾਲੀ

ਅਥਾਰਟੀ ਦੀ ਮਿਤੀ 24.4.08 ਨੂੰ ਹੋਈ ਦੂਜੀ ਮੀਟਿੰਗ ਦੀ ਮੱਦ ਨੰ:

2.19 (1)) ਵਿੱਚ ਸੈਕਟਰ 62 ਮੋਹਾਲੀ ਦਾ ਅਜੰਡਾ ਵਿਚਾਰਦੇ ਹੋਏ ਹੇਠ ਲਿਖਤ
ਫੈਸਲਾ ਲਿਆ ਗਿਆ ਸੀ:-

"to begin with a hotel site in Sector 62 should be developed in PPP mode on revenue sharing model which will serve as an anchor to attract more investment in the sector and would also enhance the value of the properties in this Sector. It was decided to do this project through the PIDB".

ਮੈਸ: ਜੁਰੇਂਗ ਕੰਸਲਟੈਂਟ ਜਿਹਨਾਂ ਵਲੋਂ ਸਿਟੀ ਸੈਂਟਰ ਸੈਕਟਰ 62 ਦਾ ਪਲੈਨ ਤਿਆਰ ਕੀਤਾ ਜਾ ਰਿਹਾ ਹੈ ਵਲੋਂ ਐਮ-1 ਸਾਈਟ ਹੋਟਲ-ਕਮ-ਕੰਨਵੈਨਸਨ ਸੈਂਟਰ ਵਾਸਤੇ ਈਅਰਮਾਰਕ ਕਰਨ ਲਈ ਪ੍ਰੋਜੈਕਟ ਕੀਤਾ ਗਿਆ ਸੀ ਜੋ ਕਿ ਗਮਾਡਾ ਅਥਾਰਟੀ ਵਲੋਂ ਮੱਦ ਨੰ: 3.09 ਤੇ ਪ੍ਰਵਾਨ ਕੀਤਾ ਗਿਆ ਸੀ। PIDB ਨੂੰ ਇਸ ਸਬੰਧੀ ਰੈਫਰੈਂਸ ਭੇਜਿਆ ਗਿਆ ਸੀ ਜਿਸ ਉਪਰੰਤ PIDB ਵਲੋਂ ਕਾਰਵਾਈ ਕੀਤੀ ਗਈ। ਮੈਨੇਜਿੰਗ ਡਾਇਰੈਕਟਰ, PIDB ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਸੈਕਟਰੋਲ ਸਬ ਕਮੇਟੀ

ਆਫ PIDB ਦੀਆਂ ਵੱਖ ਵੱਖ ਮੀਟਿੰਗਾਂ ਮਿਤੀ 16.10.08, 7.11.08, 12.11.08, 21.11.08 ਅਤੇ 16.12.08 ਨੂੰ ਸਮੇਂ ਸਮੇਂ ਤੇ ਵਿਸ਼ੇ ਸਬੰਧੀ ਪ੍ਰੋਜੈਕਟ ਤੇ ਮਹੱਤਵਪੂਰਨ ਫੈਸਲੇ ਕੀਤੇ ਗਏ ਜਿਸ ਦਾ ਵੇਰਵਾ PIDB ਦੀ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ 83ਵੀਂ ਮੀਟਿੰਗ ਦਾ integral ਹਿੱਸਾ ਹੈ॥

ਮਿੱਥੀ ਸਾਈਟ ਦੇ ਕੰਟਰੋਲ ਸੀ.ਟੀ.ਪੀ. ਪੰਜਾਬ ਜੀ ਦੇ ਦਫਤਰ ਵਿਖੇ ਬਣਾਏ ਜਾਣਗੇ ਕਿਉਂ ਜੋ ਉਹਨਾਂ ਦਾ ਵਿਭਾਗ ਗਮਾਡਾ ਰੀਜਨ ਦੀ ਪਲਾਨਿੰਗ ਅਜੈਂਸੀ ਡਿਕਲੇਅਰਡ ਹੈ। ਕੰਸਲਟੈਂਟ ਵਲੋਂ ਬਣਾਏ ਕੰਟਰੋਲ ਮੁੱਖ ਨਗਰ ਯੋਜਨਾਕਾਰ (ਪੰਜਾਬ) ਨੂੰ ਭੇਜੇ ਗਏ ਸਨ ਜਿਸ ਦੀ ਮੀਟਿੰਗ 22.10.08 ਨੂੰ ਉਹਨਾਂ ਦੇ ਦਫਤਰ ਵਿੱਚ ਆਈ.ਐਲ ਐਂਡ ਐਫ. ਐਸ ਨਾਲ ਹੋਈ ਸੀ ਇਹ ਮੀਟਿੰਗ ਸਾਈਟ ਦੇ Development Regulation Freeze ਕਰਨ ਹਿੱਤ ਕੀਤੀ ਗਈ ਸੀ।

ਉਕਤ ਐਮ-1 ਸਾਈਟ 12.05 ਏਕੜ ਰਕਬੇ ਨੂੰ ਹੋਟਲ-ਕਮ-ਕਨਵੈਨਸ਼ਨ ਸੈਂਟਰ ਦੇ ਤੌਰ ਤੇ ਵਿਕਸਿਤ ਕਰਨ ਸਬੰਧੀ PIDB ਵਲੋਂ ਕੀਤੀ ਕਾਰਵਾਈ ਗਮਾਡਾ ਦੀ ਅਥਾਰਿਟੀ ਦੇ ਸਨਮੁੱਖ ਜਾਣਕਾਰੀ ਅਤੇ ਪੁਸ਼ਟੀ ਹਿੱਤ ਪੇਸ਼ ਕਰਦੇ ਹੋਏ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਪ੍ਰਵਾਨਗੀ ਦੀ ਬੇਨਤੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਜੀ:

(ੳ) ਇਸ ਪ੍ਰੋਜੈਕਟ ਲਈ 16.00 ਏਕੜ ਦੀ ਥਾਂ ਤੇ 12.04 ਏਕੜ ਜਗਾਂ earmark ਕਰਨ ਬਾਰੇ।

(ਅ) ਜੋ ਆਰ.ਐਫ.ਪੀ. ਡਾਕੂਮੈਂਟ PIDB ਵਲੋਂ ਤਿਆਰ ਕੀਤਾ ਗਿਆ ਹੈ ਅਤੇ ਜਿਸ ਦੀ ਪ੍ਰਵਾਨਗੀ ਮਾਨਯੋਗ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਜੀ ਦੀ ਰਹਿਨੁਮਾਈ ਹੇਠ PIDB ਦੀ 83ਵੀਂ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਮਿਤੀ 29.12.08 ਨੂੰ ਦਿੱਤੀ ਗਈ ਸੀ ਜਿਸ ਬਾਅਦ ਉਹੀ ਆਰ.ਐਫ.ਪੀ. ਗਮਾਡਾ ਦੀ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਵਿਖੇ ਜਾਣਕਾਰੀ ਹਿੱਤ ਰੱਖਿਆ ਜਾ ਰਿਹਾ ਹੈ।

ਪੀ.ਆਈ.ਡੀ.ਬੀ. ਦੀ ਮਿਤੀ 29.12.08 ਨੂੰ ਹੋਈ 83ਵੀਂ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਮੀਟਿੰਗ ਦੇ ਅਜੰਡੇ ਅਤੇ ਕਾਰਵਾਈ ਨੂੰ ਅਨੁਲੱਗ-1 ਅਤੇ ਅਨੁਲੱਗ-2 ਤੇ ਵਾਚਿਆ ਜਾ ਸਕਦਾ ਹੈ ਜੀ। ਪ੍ਰੋਜੈਕਟ ਦਾ ਐਗਜ਼ੈਕਟਿਵ ਸਾਰ ਅਤੇ ਸਬ ਸੈਕਟਰੋਲ ਕਮੇਟੀ ਦੀ ਮੀਟਿੰਗਾਂ ਦੀ ਕਾਰਵਾਈ ਇਸ ਦਾ integral part ਹੈ।

ਪੀ.ਆਈ.ਡੀ.ਬੀ/ਸੀ.ਜੀ.ਐਮ/08/...8303-15
ਮਿਤੀ: 24/12/2008

ਮੈਂਬਰਸ

1. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਮਾਲ, ਪੰਜਾਬ
2. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਵਿੱਤ, ਪੰਜਾਬ
3. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ ਮੁੱਖ ਮੰਤਰੀ, ਪੰਜਾਬ

M(P)

ਵਿਸ਼ੇਸ਼ ਸਥਾਈ ਨਿਮੋਤਿਤ ਅਫਸਰ

4. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਸਥਾਨਕ ਸਰਕਾਰ, ਪੰਜਾਬ
5. ਸਕੱਤਰ, ਯੋਜਨਾਬੰਦੀ, ਪੰਜਾਬ
6. ਸਕੱਤਰ, ਮਕਾਨ ਉਸਾਰੀ ਅਤੇ ਸਹਿਰੀ ਵਿਕਾਸ, ਪੰਜਾਬ

ਨਿਮੋਤਿਤ ਅਫਸਰ

7. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਸੈਰ ਸਪਾਟਾ, ਪੰਜਾਬ
8. ਸਕੱਤਰ, ਲੋਕ ਨਿਰਮਾਣ ਵਿਭਾਗ, ਪੰਜਾਬ
9. ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਗਮਾਡਾ, ਮੋਹਾਲੀ
10. ਮੁੱਖ ਇੰਜੀਨੀਅਰ (ਆਈ.ਪੀ), ਪੰਜਾਬ ਲੋਕ ਨਿਰਮਾਣ ਵਿਭਾਗ

ਵਿਸ਼ਾ: ਪੀ.ਆਈ.ਡੀ.ਬੀ ਦੀ 83ਵੀਂ ਕਾਰਜਕਾਰੀ ਮੀਟਿੰਗ ਮਿਤੀ 29.12.2008 ਨੂੰ 10:00 ਵਜੇ: ਅਤਿਰਿਕਤ ਐਜੰਡਾ।

ਪੀ.ਆਈ.ਡੀ.ਬੀ ਦੀ 83ਵੀਂ ਕਾਰਜਕਾਰੀ ਮੀਟਿੰਗ ਮਿਤੀ 29.12.2008 ਨੂੰ 10:00 ਵਜੇ, ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ, ਕਮੇਟੀ ਰੂਮ, 6ਵੀਂ ਮੰਜਲ, ਪੰਜਾਬ ਸਿਵਲ ਸਕੱਤਰੇਤ, ਚੰਡੀਗੜ੍ਹ ਵਿੱਚ ਹੋਵੇਗੀ। ਮੀਟਿੰਗ ਦਾ ਅਤਿਰਿਕਤ ਐਜੰਡਾ ਭੇਜਦੇ ਹੋਏ ਆਪ ਜੀ ਨੂੰ ਇਹ ਬੇਨਤੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਕਿ ਮੀਟਿੰਗ ਵਿੱਚ ਸਾਮਲ ਹੋਣ ਨੂੰ ਯਕੀਨੀ ਬਣਾਇਆ ਜਾਵੇ ਜੀ। ਮੀਟਿੰਗ ਦਾ ਮੁੱਖ ਐਜੰਡਾ ਸਬੰਧਤ ਅਧਿਕਾਰੀਆਂ ਨੂੰ ਪਹਿਲਾਂ ਹੀ ਭੇਜ ਦਿੱਤਾ ਗਿਆ ਹੈ।


ਚੀਫ ਜੇਨਰੇਲ ਮੈਨੇਜਰ
ਵਾ: ਮੈਨੇਜਿੰਗ ਡਾਇਰੈਕਟਰ

ਉਪਰੋਕਤ ਦਾ ਉਤਾਰਾ:-

1. ਨਿੱਜੀ ਸਕੱਤਰ/ਮੁੱਖ ਸਕੱਤਰ ਪੰਜਾਬ ਨੂੰ ਸੂਚਨਾ ਅਤੇ ਅਗਲੇਰੀ ਯੋਗ ਕਾਰਵਾਈ ਲਈ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।
2. ਨਿੱਜੀ ਸਕੱਤਰ/ ਐਮ.ਡੀ, ਨੂੰ ਐਮ.ਡੀ, ਪੀ.ਆਈ.ਡੀ.ਬੀ ਦੀ ਸੂਚਨਾ ਲਈ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।
3. ਨਿੱਜੀ ਸਕੱਤਰ/ਏ.ਐਮ.ਡੀ, ਨੂੰ ਏ.ਐਮ.ਡੀ, ਪੀ.ਆਈ.ਡੀ.ਬੀ ਦੀ ਸੂਚਨਾ ਲਈ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

CONFIDENTIAL

Supplementary Agenda for 83rd Meeting
of the
Executive Committee
of
Punjab Infrastructure Development Board

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1. 5 Star Hotel, International Convention Centre and Exhibition Centre at Mohali on PPP basis : Request For Proposal (RFP) document.

1. Vide memo no. CTP-Projects-GMADA-2007/853, dated 23.05.2008 (page 166), a request for establishing a Five Star Hotel in Sector 62, SAS Nagar on revenue sharing model in PPP mode through PIDB was received from Chief Administrator, GMADA. It was informed that the Sector 62, SAS Nagar has been identified as the Central Business District of SAS Nagar Mohali in the Master Plan, designing of which has been entrusted to M/s Jurong International, Singapore.

Based on the request of GMADA and the timelines received from the Project Developers, IL&FS-IDC have been mandated for carrying out the bid process management and structuring the project on PPP basis. Mandate letter for a period of 8 (eight) months was issued to IL&FS vide reference PIDB/CGM/08/3842, dated 11.06.2008

The Expression of Interest (EoI) from prospective bidders was invited through an advertisement published on June 26, 2008. Corrigendum advertisement was published on July 10, 2008. Project briefing meeting was held on July 14, 2008. Based on the request by the prospective bidders in the project briefing meeting, last date of submission of EoI was extended to August 6, 2008.

This position already stands noted by the Executive Committee in its 79th meeting held on 28.07.2008

2. Expression of Interests (EoIs) received from prospective bidders were evaluated and the evaluation was carried out by IL&FS IDC. Out of 8 (eight) prospective bidders, who have submitted their Expression of

Interest for the project, following 6 (six) bidders were qualified for the next stage of bidding as per the eligibility criteria mentioned in EoI:

- i. M/s Unity Infra projects Limited
- ii. M/s Emaar MGF Land Private Limited
- iii. M/s Chalet Hotels Limited
- iv. M/s Omaxe Limited
- v. M/s HDIL leisure
- vi. M/s Aria Hotels & Consultancy Services Private Limited

3. Given the current market scenario, liquidity crunch and low level of interest among the shortlisted bidders for the project, SSC in its meeting held on 7th November 2008, decided to annul the existing EOI Process and invite tender through a single Notice Inviting Tender (NIT) process. It was also decided that in case single stage process is adopted, the existing short listing bidders would also be invited to submit their proposal as per the terms of the RFP document. Proceedings of the meeting are at **pages 8 to 12**.

Request for Proposal (RFP) document was approved by the Sectoral Sub Committee in the meeting held on December 16, 2008. The approved minutes of the meeting are at **pages 13 to 15**.

4. The Executive summary of the RFP document, submitted by IL&FS is at **pages 16 to 52** and reads as follows:-

Sl. No.	Project Component	Facilities
1.	Minimum Development Obligations / Essential Facilities	1. Convention & Exhibition Centre <ol style="list-style-type: none"> a. Convention cum Exhibition halls with combined capacity to accommodate 5000 delegates at a time at Ground Floor, with main Convention Hall designed with Modular retractable seating arrangement, for 1000 delegates. b. 1 Hall of 250 pax capacity, 2 Halls of 100 pax capacity, 4 Halls of 40 pax capacity each with seating arrangement, provisions of Board Rooms and 2 Nos (two) VVIP rooms. c. Other basic facilities such as Reception, Information counters,

		<p>public facilities, eating stalls, as per the requirement & norms. Reception area with a minimum of 8 Terminals to be provided. Provision for additional Terminals if required.</p> <p>d. Facility to interpret 6 languages and wireless IR receivers of minimum 1000 Nos.</p> <p>2. Five Star Hotel</p> <p>a. Minimum number of rooms shall be 200 (provision to be made in the building design for further expansion).</p> <p>b. Coffee Shop of 100 seating capacity</p> <p>c. Specialty Restaurant of 100 seating capacity</p> <p>d. Lounge / Bar of 100 seating capacity</p> <p>e. Executive Health Club which includes Gymnasium, Swimming Pool, Spa & Health Club, Indoor & Outdoor recreation Facilities.</p> <p>f. Food & Beverages & Other ancillary facilities as per the standards and requirements meeting the Ministry of Tourism Guidelines, FHRAI guidelines.</p> <p>3. Provision of Car parking should be made as per Local Building Bye-Laws and applicable parking norms as mentioned in Development Controls. Basement Parking shall have 1500 ECS as a mandatory facility.</p> <p>4. Support Facilities & infrastructure like internal road network, parking areas, security, air conditioning, water supply and rain – water harvesting, Power, sewage treatment, solid waste management, landscaping and other services required for the complex.</p>
2.	Optional Facilities	<p>1. Commercial (Retail cum Office) Area/ Space:</p> <p>a. Maximum permitted built up Commercial Area/Space (Retail cum Office) shall be 1.5 lakh sq. ft.</p> <p>b. Commercial (Retail cum Office) Area / Space would essentially mean Retail shopping, branded showrooms, anchor stores, Food Courts/Restaurants, Entertainment complex/zone and office/Business spaces within Commercial – Retail cum Office complex only.</p> <p>c. The applicable Commercial Area/Spaces in the Five Star Hotels (showrooms/shops) shall be counted toward the approved commercial space for the project.</p> <p>d. Event specific Commercial Facilities (Temporary) such as Food stalls, Souvenir stalls etc shall not be the part of the Commercial Area/Space.</p> <p>2. Open Exhibition areas; Commercial Area /Space permitted under Five Star Hotel Category; Other Food & Beverage Outlets such as Multi cuisine Restaurants & additional facilities, as per requirement in synergy with Minimum Development Obligations / Essential Facilities.</p>

Development Controls –Standards & Specifications:

Plot Size	12 acres
Permissible land usages	Mixed (Hotel /Convention & Exhibition Centre/Commercial) purpose (as per GMADA Bye-Laws).

Max. Permissible Height	The maximum permissible height for the building shall be 70 mts, subjected to Airport Authority Clearance.
FAR	2.50 (as per Zoning Plan of GMADA).
Ground Coverage (Max)	40% of Total Plot Area.
Basement	i. No restriction on the number of basement and height of basement. ii. Extended basement to be allowed after leaving the specified setbacks as per the Control Plan. iii. Basement shall not be considered while calculating FAR.
Set back	As per Zoning Plan of site.
Area norms for Conventional Parking	i. Commercial Facility – 3 ECS per 100 sq mt. ii. Hotel Facility – 1 ECS per every 4 room (as per NBC Norms). iii. Convention/ Exhibition Facility - 1.5 ECS per 100 sq mt (as per UDPFI Guidelines). iv. Standalone Parking: For Multilevel Parking the building area will not be counted towards the FAR calculation, but will be counted in the Ground Coverage calculation.
Zoning Plan of site	Zoning Plan to be attached

Note: Refer Zoning Plan / GMADA Building Bye – Laws / National Building Code Bye – Laws for details.

Special Package of Incentives for Mega Projects notified under Industrial Policy 2003

A copy of the Special Package of Incentives for Mega Projects notified under Industrial Policy 2003 is enclosed at Annexure -- of Section -- of RFP document. If, entitled under the provisions of the said Policy the Concessionaire may make an application to the Competent Authorities for availing the Special Package of Incentives which may be granted by the Empowered Committee, at its discretion, by treating the Project as a Mega Project. However, the Concession Authority or Punjab Infrastructure Development Board (PIDB) shall not be responsible for entertaining or processing any such application.

Bidding Parameter:

- i. The bidder quoting the highest Annual Concession Fee shall be the Selected Bidder.
- ii. The Selected Bidder shall pay Annual Concession Fee every year from the signing of the Concession Agreement till the end of the Concession period. The first Annual Concession Fee shall be due on the Signing Date of the Concession Agreement and accordingly the Concessionaire shall deposit the Annual Concession Fee on the same date (or the next working day) every year.
- iii. Annual Concession Fee (amount quoted by the Bidder in its financial proposal), escalated @ 15% every three years.

Eligibility Criteria:

The qualification criteria for the bidders shall be as follows

A. Eligibility/Financial Criteria:-

Interested International / National Independent Legal entities including Joint Ventures, Consortium etc. meeting the following criteria may submit there proposal:

- 1) International chain of Hotels having experience in running of at least 2 hotels with rating of Five Star or above, which are operational in more than one country;

OR

Experience in Development (completed) of one Shopping Mall / Multiplex /Hotel having a built-up area of not less than 5 lakh sq ft. OR two such projects having built up area not less than 3 lakh sq ft. each. However, such Bidder(s) will be required to have a tie-up, with an International Five Star or above hotel chain having operations in more than one country, as per the details provided in RFP document.

- 2) Minimum Net worth of Rs 100 crores as on 31st March 2008.

B. High Net worth /Real Estate Infrastructure Fund Criteria:

Prospective Bidder(s) having Net Worth of Rs. 1000 crores & above as on 31st March 2008 will be exempted from the Experience criteria mentioned above.

OR

Real Estate Infrastructure Funds having Assets Under Management (AUM) of Rs.2000 crores and more as on 31st March, 2008 are also exempted from the Experience criteria mentioned above.

However, such Bidder(s) applying through criteria B will have to demonstrate the Net worth criteria independently and would be required to have a tie-up with International Chain of Five Star or above hotel chain having operations in more than one country, as per the details provided in RFP document.

Scope of Project:

The Scope of the Project (the "Scope of the Project") shall mean and include during the Concession Period, but not limited to:

- a) Taking over of the Vacant Possession of the site to Plan, Design, Finance, Engineer, Construct, Market, Operate, Maintain and Manage the project facility, including Clearances/approvals, ancillary services and amenities related to the Project namely a Five Star Hotel, International Convention & Exhibition Centre and the Commercial/ Business complex as per applicable Building Bye-Laws, Ministry of Tourism (MoT), Federation of Hotel Restaurant Association of India (FHRAI) guidelines and standards & Schedules of the Concession Agreement.
- b) Site clearance and cordoning off the site; providing and deputing of Security including Dismantling of existing structures if any, cutting of trees, removal of debris etc.
- c) Construction, operation and maintenance of The Project as per the Conceptual design approved by the Design Approval Committee and in conformity to the Technical Specifications and Standards including, providing installation of all internal and external services.
- d) Construction of Project Facility including all internal and external services; providing and installation of fire detection; fire alarm and fire fighting system and electrical system.

- e) Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement and to meet the requirements laid down by the Competent Authority.
- f) Incorporating Special Purpose Company (SPC) for implementation of the project, the Selected Bidder is an unincorporated Joint Venture or a Consortium or a partnership firm.
- g) The fulfillment of conditions by the Concessionaire, where applicable, as set out in the NIT eligibility criteria regarding tie-up with an International/National Five Star or above hotel chain, having operations in more than one country for successful implementation and operation of the Project, and submission of an agreement evidencing the arrangement / tie-up between the Concessionaire and International/National Five Star or above hotel chain, within 6 (six) months of signing of Concession Agreement.
- h) The Concessionaire shall obtain for the Hotel / Project Facility accreditation as a five star hotel from the concerned accreditation agency within 6(six) months from the date of issue of Construction Completion Certificate.
- i) To recover the investment through appropriate applicable revenue streams as per contractual arrangements/as per permitted revenues over the concession period.
- j) All the open spaces in and around the Project Facility shall be landscaped.
- k) Hand over the Five Star Hotel cum International Convention & Exhibition Centre and Commercial Complex Facility along with assets at the end of the Concession Period.

In addition to the above-stated Scope of Work, the Scope of Work is described in Draft Concession Agreement and other Schedules to this Concession Agreement. The Concessionaire shall adhere to all the terms & conditions set forth in this Concession Agreement, its schedules, technical specifications etc.

The major revenue sources for the project during Concession Period shall be:

- o Revenue from renting of Convention & Exhibition Centre facility
- o Revenue from renting Rooms in Five Star Hotel Facility
- o Revenue from Restaurants, Coffee Shops and other appropriate applicable revenue streams.
- o Revenues from Commercial – Retail & Office space etc.

Concession Period:

The Concession Period will be of 50 years inclusive of Construction Period.

Construction Period:

Project facilities (Minimum Development Obligations / Essential Facilities) will be constructed within 30 (Thirty) months from the Date of Compliance. The Conditions Precedent (CP) period shall be 4 months from the date of signing of Agreement.

Broad Guidelines for Bidding:

- i. One bid by any bidder either by itself or as part of consortium.
- ii. Bidders to bear the cost of preparation of their proposal.

- iii. Pre-Bid Conference, wherein project shall be explained to the interested private player.
 - iv. The Proposal (Financial and Technical) should be unconditional and any conditionality attached with the proposal shall result in the rejection of the proposal.
5. Executive Committee may kindly take note of the status of the project and approve the following proposals, as brought out in the agenda note:-
- (i) calling bids for the project through single stage bidding process,
 - (ii) Request for Proposal (RFP) document, executive summary of which is at pages 16 to 52.

DECISION

Supplementary Agenda – I

1. 5 Star, International Convention Centre and Exhibition Centre at Mohali on PPP basis: Request For Proposal (RFP) document.

M/s IL&FS IDC-the concerned Project Developer briefed EC about the status of the bid process management carried out for implementation of the project on PPP basis.

EC noted the status of the project and accorded approval to the RFP document and calling of the bids, as brought out in the agenda note.

November 26, 2008

- 1) Sh.V.P.Singh, IAS
Chief Administrator
Greater Mohali Area Development Authority (GMADA)
- 2) Sh. Rajender Sharma
Chief Town Planner (CTP)
Government of Punjab
- 3) Sh.G.P.S.Mann
Chief General Manager
Punjab Infrastructure Development Board (PIDB)
- 4) Sh.Gagan Anand
Chief Legal Advisor
Punjab Infrastructure Development Board (PIDB)
- 5) Sh.R.S.Sandhu
Technical Advisor
Punjab Infrastructure Development Board (PIDB)
- 6) Sh.K.K.Kaul
Chief Town Planner (CTP)
Greater Mohali Area Development Authority (GMADA)

Handwritten notes and signatures:
27/11
28/11
1/12

Sub: Development of Five Star Hotel and International Convention Center, Mohali

Dear Sir,

This is with reference to the Sectoral Sub Committee (SSC) meeting held on November 12, 2008 in the conference hall of Punjab Infrastructure Development Board (PIDB), to discuss the Request for Proposal (RFP) document for the captioned project. We are hereby enclosing the Minutes of Meeting (MoM) for your kind perusal and further action.

Thanking You,
Yours Sincerely

Signature of Sanjay Sharma
Sanjay Sharma
Senior Manager

Copy to:

Sh.S.S.Sandhu, IAS, Managing Director, Punjab Infrastructure Development Board (PIDB), Govt of Punjab.

**MINUTES OF MEETING FOR THE DEVELOPMENT OF FIVE STAR HOTEL AND
INTERNATIONAL CONVENTION & EXIBITION CENTER, MOHALI ON 7th NOV, 2008**

A meeting regarding Mohali Five Star Hotel cum International Convention Centre was held under the Chairmanship of Dr S. S. Sandhu, IAS, Managing Director (MD), Punjab Infrastructure Development Board (PIDB) at PIDB Office, Chandigarh and was attended by the following:

1. Sh. V.P.Singh, IAS Chief Administrator, GMADA.
2. Sh. Rajender Sharma, Chief Town Planner.
3. Sh. K.K. Kaul, Chief Town Planner, GMADA.
4. Sh. G.P.S. Mann, Chief General Manager, PIDB.
5. Sh. Gagan Anand, Chief Legal Advisor, PIDB.
6. Sh. Rubinder Singh, Vice President, IL&FS IDC.
7. Sh. Sanjay Sharma, Senior Manager, IL&FS IDC.
8. Sh. Navendu Karan, Senior Manager, IL&FS IDC.
9. Sh. Ankur Mishra, Asst. Manager, IL&FS IDC.

The following points were discussed and decisions were taken regarding the project:

- (i) Total area for the proposed project shall be 12 acre.
- (ii) The proposed components for the Convention Center is attached in the Annexure 1
- (iii) Minimum number of rooms in the Hotel shall be 200. The concessionaire shall make provisions in the building design for further expansion.
- (iv) The Selected Developer shall be allowed to construct only up to 1.5 lakh sq. ft of Commercial -Retail & Office space. The applicable commercial spaces in the five star hotels (showrooms/shops) shall be counted toward the approved commercial space for the project. Event specific commercial facility (Temporary) shall not be part of the commercial.
- (v) The Bidding parameter shall be Annual Concession Fee which will be escalated @ 15% after every three years.
- (vi) In view of prevailing market scenario, the bidding process for the project may also be carried out in single stage through Notice Inviting Tender (NIT) after cancelling of existing EOI process, as per requirement/decision taken by the SSC/GoP.

- (vii) Securities:
 - a. Bid Security: Rs 3 crores only.
 - b. Construction Performance Security: Rs 15 crores only.
 - c. Operation & Maintenance Performance Security: Rs 4 crores only.
- (viii) The Independent Auditors shall be appointed and reimbursed by GMADA and this would be incorporated in the RFP document.
- (ix) Development Control:
 - a. Basement Parking shall have 1500 ECS as a mandatory facility.
 - b. GMADA to provide the Zoning plan and approved Development Control Norms.
- (x) Notional Clause /Step - In - Rights for GMADA shall be captured on obligation of Concessionaire under the Concession Agreement. The Sub-lease Agreement for Commercial Spaces under the project, having necessary provisions for the same be approved by GMADA.

Annexure 1

Comparative Chat and Proposed Project Component in Convention cum Exhibition Centre, Mohali

Description of Facility	Integrated Convention Center Complex, Hyderabad (As implemented)	International Convention Center Goa (As bid out)	International Convention Center, Mohali (As proposed)
Convention Cum Exhibition Hall			
a) Plenary Hall	6000 delegates plenary apportioned into 6 small halls (2000*2 + 500*4)	Combined capacity of 2000 (Flexible. To be decided by the bidder)	Combined capacity of 5000 at a time. (Flexible. To be decided by the bidder)
b) Retractable Seating	Retractable Hydraulic seating for up to 4000 delegates	Retractable seating of 1000 delegates	Retractable seating of 1000 delegates
c) Breakout rooms	32 Breakout rooms with capacity each varying from 40 - 60 pax	i. 10 Meeting Halls for total capacity of 675 ii. 1 Ball room of 1200 capacity iii. 2 Board rooms	i. 1 Hall of 250 pax capacity ii. 2 Halls of 100 pax capacity and iii. 4 Halls of 40 pax capacity each iv. Provision for Board Rooms
d) VVIP rooms	VIP Lounge Organizer's suites (2 No.s)- each consist of 4 rooms	3 VVIP rooms	2 VVIP rooms
e) Languages	Facility to interpret 12 languages	Facility to interpret 6 languages	Facility to interpret 6 languages
f) Wireless IR Receivers	1000	2000	Minimum 1000 Nos.
Other Facilities within Convention Centre	i. Business Centres with internet facility and 38 CC TVs ii. Pre- function foyer area exceeds 6500 sq. mts iii. Reception area with 16 Terminals for	Not Specified	Reception area with a minimum of 8 Terminals to be provided. Provision for additional Terminals if required.

	registration iv. Another reception with additional 8 terminals that allow Foreign exchange, travel, PCO, Concierge facility		
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December 19, 2008

- 1) Sh.V.P.Singh, IAS
Chief Administrator
Greater Mohali Area Development Authority (GMADA)
- 2) Sh. Balwinder Singh Multani, IAS
Additional Chief Administrator
Greater Mohali Area Development Authority (GMADA)
- Sh. Rajender Sharma
Chief Town Planner (CTP)
Government of Punjab
- 4) Sh.G.P.S.Mann
Chief General Manager
Punjab Infrastructure Development Board (PIDB)
- 5) Sh.Gagan Anand
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- 6) Sh.K.K.Kaul
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Greater Mohali Area Development Authority (GMADA)

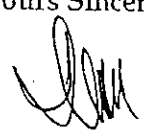
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19/12/08

Sub: Development of Five Star Hotel and International Convention & Exhibition Center, Mohali.

Dear Sir,

We refer to the Sectoral Sub Committee meeting held under the chairmanship of Managing Director, Punjab Infrastructure Development Board, in PIDB office dated December 16, 2008 to discuss and finalize the Request for Proposal (RFP) Document for the captioned project. Please find enclosed the approved Minutes of Meeting for your kind information and necessary action.

Thanking You,
Yours Sincerely


Sanjay Sharma
Senior Manager

Copy to:

✓ Dr.S.S.Sandhu, IAS, Managing Director, Punjab Infrastructure Development Board (PIDB), Govt of Punjab.

Enc: As above.

13

Po. Infrastructure Dev. Board
5903
Date 19/12/08

**MINUTES OF MEETING FOR THE DEVELOPMENT OF FIVE STAR HOTEL AND
INTERNATIONAL CONVENTION & EXHIBITION CENTER, MOHALI**

HELD ON 16th DEC, 2008

A meeting to discuss and finalize the RFP for Five Star Hotel and International Convention & Exhibition Centre at Mohali was held under the Chairmanship of Dr S. S. Sandhu, IAS, Managing Director, Punjab Infrastructure Development Board in the Conference Room of PIDB Office, Chandigarh and was attended by the following officials:

1. Sh. Balwinder Singh Multani, IAS, Additional Chief Administrator, GMADA.
2. Sh. Rajender Sharma, Chief Town Planner, Punjab.
3. Sh. K.K. Kaul, Chief Town Planner, GMADA.
4. Sh. G.P.S. Mann, Chief General Manager, PIDB.
5. Sh. Gagan Anand, Chief Legal Advisor, PIDB.
6. Sh. Rubinder Singh, Vice President, IL&FS IDC.
7. Sh. Sanjay Sharma, Senior Manager, IL&FS IDC.
8. Sh. Ankur Mishra, Asst. Manager, IL&FS IDC.

The Sectoral Sub Committee (SSC) after detailed discussion finalized the RFP Document subject to the incorporation of the following clauses/ decisions.

(i) Clauses to cover Revenue Risks for GMADA:

- a. The Concessionaire shall within 30 (thirty) days of the issuance of Provisional Certificate, create an Operation and Maintenance fund for the purpose of the Project by opening a current account to collect payments from the sub - lessees of the sub leased areas in the Project Facilities. This fund shall be created exclusively, to meet the recurring costs and expenses towards the O & M Works of all the sub leased areas (Commercial Areas) in Project Facilities. The Concessionaire shall notify the Concessioneing Authority of the status of such current account and the details of all sub lessees in the Project Facilities every quarter of the Financial Year. In the event of termination of the Concession Agreement, all such payments towards the O & M Works of the sub leased areas in Project Facilities shall be paid to the Concessioneing Authority by the sub lessees in accordance with the payment mode notified by the Concessioneing

Authority to all such sub lessees. Concessionaire will confirm that a suitable provision to this effect shall be included by the Concessionaire in the sub lease deeds to be entered between the Concessionaire and his sub lessees for the sub leased areas (Commercial Areas) under the Project Facilities. The Concessioneing Authority at its own discretion may sign the sub lease deed as a Confirming Party, if required.

- b. Concessionaire shall ensure, at all times during the Operation and Maintenance Period, that each sub lessee pays the Concessionaire, an annual lease rental in respect of the Commercial Area taken on lease by the sub lessee, at such rate in rupees per Square feet which shall not be less than 25% (twenty five percent) of the Annual Concession Fee divided by the total built up Commercial Area in square feet, as per the design proposed by Concessionaire and approved by the Concessioneing Authority/Design Approval Committee. Concessionaire will confirm that a suitable provision to this effect shall be included by the Concessionaire in the sub lease deeds to be entered between the Concessionaire and his sub lessees for the sub leased areas (Commercial Areas) under the Project Facilities. The Concessioneing Authority at its own discretion may sign the sub lease deed as a Confirming Party, if required.
- c. The draft of the sub lease deed which the Concessionaire shall use for the purpose of entering into sub leases, in respect of the commercial areas in the Project Facilities, shall be approved by the Concessioneing Authority. The Concessionaire will confirm and covenants that it shall not modify any provision(s) of the approved draft of the sub lease deed under any circumstance unless prior written approval for such modification has been accorded by the Concessioneing Authority.

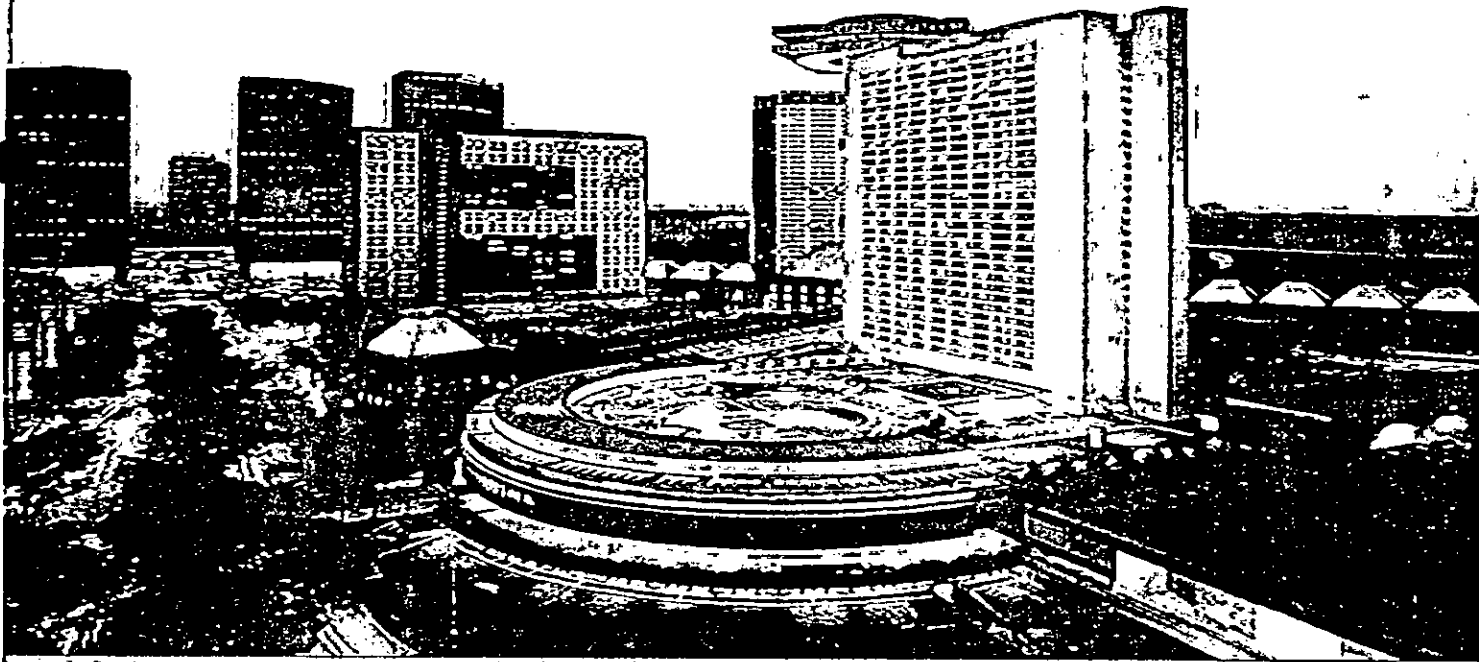
- (ii) GMADA will provide the approved zoning plan/development control by December 19, 2008 for incorporation in the RFP document.

EXECUTIVE SUMMARY

Notice Inviting Proposal

for

**DESIGN, CONSTRUCTION,
OPERATION AND MANAGEMENT
OF FIVE STAR HOTEL CUM
INTERNATIONAL CONVENTION &
EXHIBITION CENTRE AT MOHALI
ON
LBO BASIS**



Punjab Infrastructure Development Board (PIDB)

&

Greater Mohali Area Development Authority (GMADA)

Submitted By

IL&FS Infrastructure Development Corporation Ltd.

EXECUTIVE SUMMARY

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**"DEVELOPMENT OF FIVE STAR HOTEL CUM INTERNATIONAL
CONVENTION AND EXHIBITION CENTRE ON DESIGN-BUILD-OPERATE-
TRANSFER (D.B.O.T) BASIS" AT MOHALI**

1. Background and Context:

The Greater Mohali Area Development Authority (GMADA) proposes to develop a "Five Star Hotel cum International Convention & Exhibition Centre" on a piece of land located at City Centre, sector 62-S.A.S Nagar in Mohali City, which is an upcoming destination for large investments in infrastructure sector in the State. The GMADA

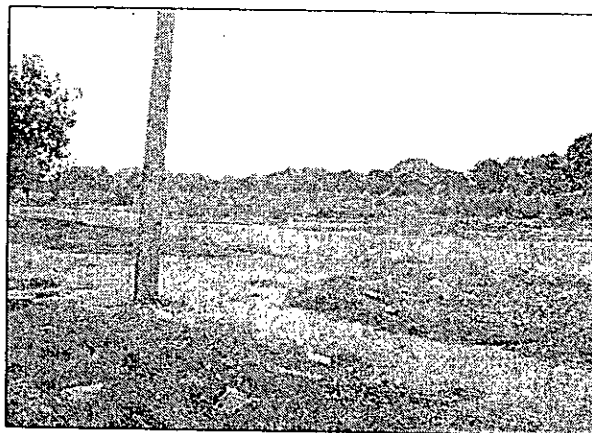


Figure 1- Proposed Site for the Project

through Punjab Infrastructure Development Board (PIDB) is keen for attracting private sector investments for development of the Project under an appropriate Public Private Partnership (PPP) model.

The Private Sector Player (i.e. Concessionaire) is required to Plan, Design, Finance, Construct, Market, Operate, Maintain and Manage the Project i.e. "Five Star Hotel cum International Convention & Exhibition Centre" and avail its commercial benefits for the Concession Period. The main focus of the Concessionaire should be to develop an International level Conventional & Exhibition Centre Facility along with a Five Star Hotel thereby creating a "landmark facility" with iconic exteriors/ facade.

The total area for the development of the project is 12 Acres, wherein the Concessionaire shall plan and design the facility conforming to the applicable Building Bye-Laws and regulations/ norms/ standards for respective project components including arranging approval from the competent authority.

2. **Site Features:** The site is a rectangular plot of an area of 12 Acres. It is a prime location along Himalaya Marg, located on the artery Road connecting Chandigarh with Mohali. The site for the proposed project is located 4 kms from the Sub City Centre, sector 34 and 5.5 kms from the CBD, sector 17, Chandigarh. In addition to existing Sector roads on two sides of site, access roads are proposed on the remaining two sides of the site.

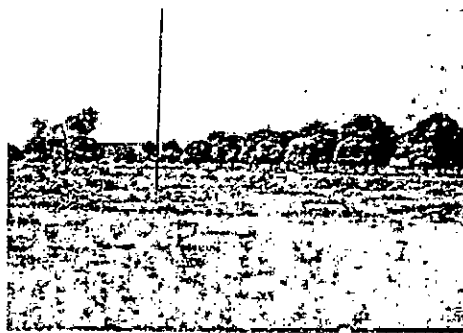
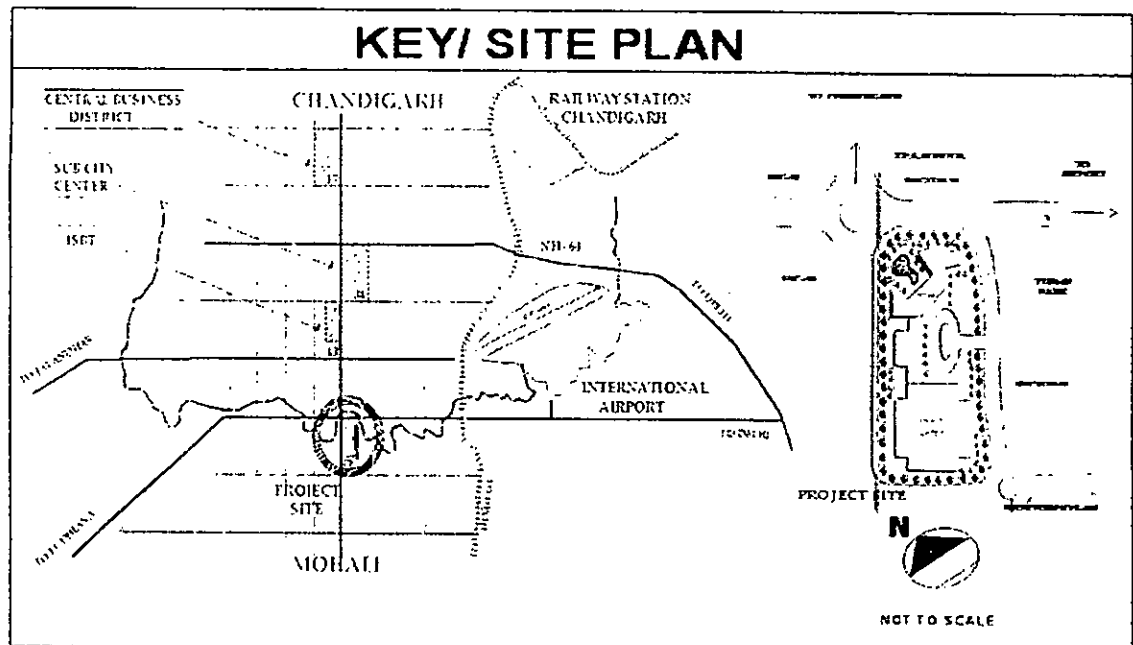


Figure 2- On-site Features



Figure 3: Site view from Rotary

3. **Project Concept and Envisaged Components:**

The proposed Five Star Hotel cum International Convention & Exhibition Centre Facility is to be developed in synergy with the various developments and existing facilities in the City Centre, Mohali. The envisaged project components under the project (Minimum and Optional) are represented in the following table:

Sl. No.	Project Component	Facilities
1.	Minimum Development Obligations / Essential Facilities	<p>1. Convention & Exhibition Centre</p> <p>a. Convention cum Exhibition halls with combined capacity to accommodate 5000 delegates at a time at Ground Floor, with main Convention Hall designed with Modular retractable seating arrangement, for 1000 delegates.</p> <p>b. 1 Hall of 250 pax capacity, 2 Halls of 100 pax capacity, 4 Halls of 40 pax capacity each with seating arrangement, provisions of Board Rooms and 2 Nos (two) VVIP rooms.</p> <p>c. Other basic facilities such as Reception, Information counters, public facilities, eating stalls, as per the requirement & norms. Reception area with a minimum of 8 Terminals to be provided. Provision for additional Terminals if required.</p> <p>d. Facility to interpret 6 languages and wireless IR receivers of minimum 1000 Nos.</p> <p>2. Five Star Hotel</p> <p>a. Minimum number of rooms shall be 200 (provision to be made in the building design for further expansion).</p> <p>b. Coffee Shop of 100 seating capacity</p> <p>c. Specialty Restaurant of 100 seating capacity</p> <p>d. Lounge / Bar of 100 seating capacity</p> <p>e. Executive Health Club which includes Gymnasium, Swimming Pool, Spa & Health Club, Indoor & Outdoor recreation Facilities.</p> <p>f. Food & Beverages & Other ancillary facilities as per the standards and requirements meeting the Ministry of Tourism Guidelines, FHRAI guidelines.</p> <p>3. Provision of Car parking should be made as per Local Building Bye-Laws and applicable parking norms as mentioned in Development Controls. Basement Parking shall have 1500 ECS as a mandatory facility.</p> <p>4. Support Facilities & infrastructure like internal road network, parking areas, security, air conditioning, water supply and rain - water harvesting, Power, sewage treatment, solid waste management, landscaping and</p>

		other services required for the complex.
2.	Optional Facilities	<p>1. Commercial (Retail cum Office) Area/ Space:</p> <p>a. Maximum permitted built up Commercial Area/Space (Retail cum Office) shall be 1.5 lakh sq. ft.</p> <p>b. Commercial (Retail cum Office) Area / Space would essentially mean Retail shopping, branded showrooms, anchor stores, Food Courts/Restaurants, Entertainment complex/zone and office/Business spaces within Commercial – Retail cum Office complex only.</p> <p>c. The applicable Commercial Area/Spaces in the Five Star Hotels (showrooms/shops) shall be counted toward the approved commercial space for the project.</p> <p>d. Event specific Commercial Facilities (Temporary) such as Food stalls, Souvenir stalls etc shall not be the part of the Commercial Area/Space.</p> <p>2. Open Exhibition areas; Commercial Area /Space permitted under Five Star Hotel Category; Other Food & Beverage Outlets such as Multi cuisine Restaurants & additional facilities, as per requirement in synergy with Minimum Development Obligations / Essential Facilities.</p>

- i. Project facilities (Minimum Development Obligations / Essential Facilities) will be constructed within 30 (Thirty) months from the Date of Compliance.
- ii. During the Concession Period, the Concessionaire shall have the option to add capacity to the Five Star Hotel/Convention cum Exhibition Centre by carrying out additional construction in synergy with the existing facility.

4. Development Controls -Standards & Specifications:

Plot Size	12 acres
Permissible land usages	Mixed (Hotel /Convention & Exhibition Centre/Commercial) purpose (as per GMADA Bye-Laws).
Max. Permissible Height	The maximum permissible height for the building shall be 70 mts, subjected to Airport Authority Clearance.
FAR	2.50 (as per Zoning Plan of GMADA).
Ground Coverage (Max)	40% of Total Plot Area.

Basement	<ul style="list-style-type: none"> i. No restriction on the number of basement and height of basement. ii. Extended basement to be allowed after leaving the specified setbacks as per the Control Plan. iii. Basement shall not be considered while calculating FAR.
Set back	As per Zoning Plan of site.
Area norms for Conventional Parking	<ul style="list-style-type: none"> i. Commercial Facility - 3 ECS per 100 sq mt. ii. Hotel Facility - 1 ECS per every 4 room (as per NBC Norms). iii. Convention/ Exhibition Facility - 1.5 ECS per 100 sq mt (as per UDPFI Guidelines). iv. Standalone Parking: For Multilevel Parking the building area will not be counted towards the FAR calculation, but will be counted in the Ground Coverage calculation.
Zoning Plan of site	Zoning Plan to be attached

Note: Refer Zoning Plan / GMADA Building Bye - Laws / National Building Code Bye - Laws for details.

5. Special Package of Incentives for Mega Projects notified under Industrial Policy 2003

A copy of the Special Package of Incentives for Mega Projects notified under Industrial Policy 2003 is enclosed at Annexure -- of Section -- of RFP document. If, entitled under the provisions of the said Policy the Concessionaire may make an application to the Competent Authorities for availing the Special Package of Incentives which may be granted by the Empowered Committee, at its discretion, by treating the Project as a Mega Project. However, the Concession Authority or Punjab Infrastructure Development Board (PIDB) shall not be responsible for entertaining or processing any such application.

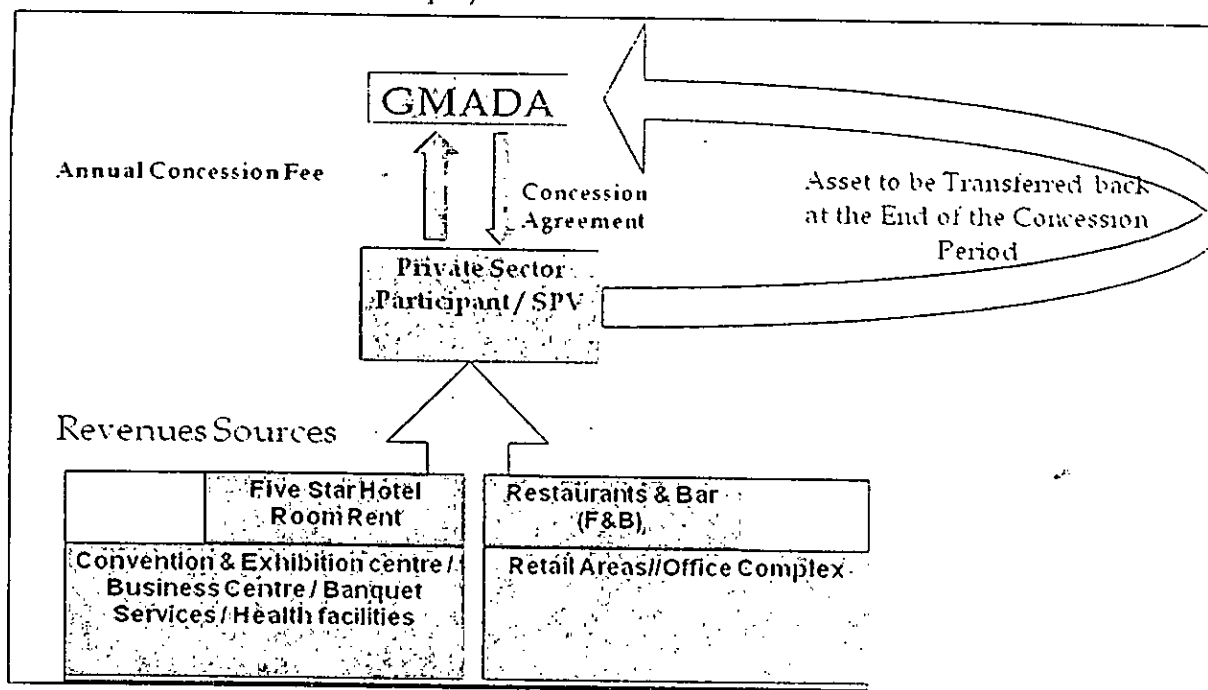
6. Implementation Framework:

The GMADA proposes to implement the project on a Public Private Partnership (PPP) model through single stage of bidding process. The project is to be implemented by the preferred bidder selected through a competitive bidding process. The Preferred Bidder (Concessionaire) would enter into a Concession Agreement with the GMADA (Concessioning Authority) and PIDB to Plan, Design, Finance, Engineer, Construct, Market, Operate, Maintain and Manage the Project Facilities over the Concession Period and

transfer the facility back to the GMADA or its designated agency at the end of the Concession Period.

The land area will be handed over to the Concessionaire, pursuant to the signing of Agreement. For this purpose, the Project Site Lease Deed will be signed between both the parties on the terms and conditions co-terminus with the Concession Agreement for the Concession Period of 50 years.

Pursuant to this, GMADA will give the right to develop land to the Concessionaire. The Concessionaire would be responsible for achieving the financial closure for the project.



7. Bidding Parameter:

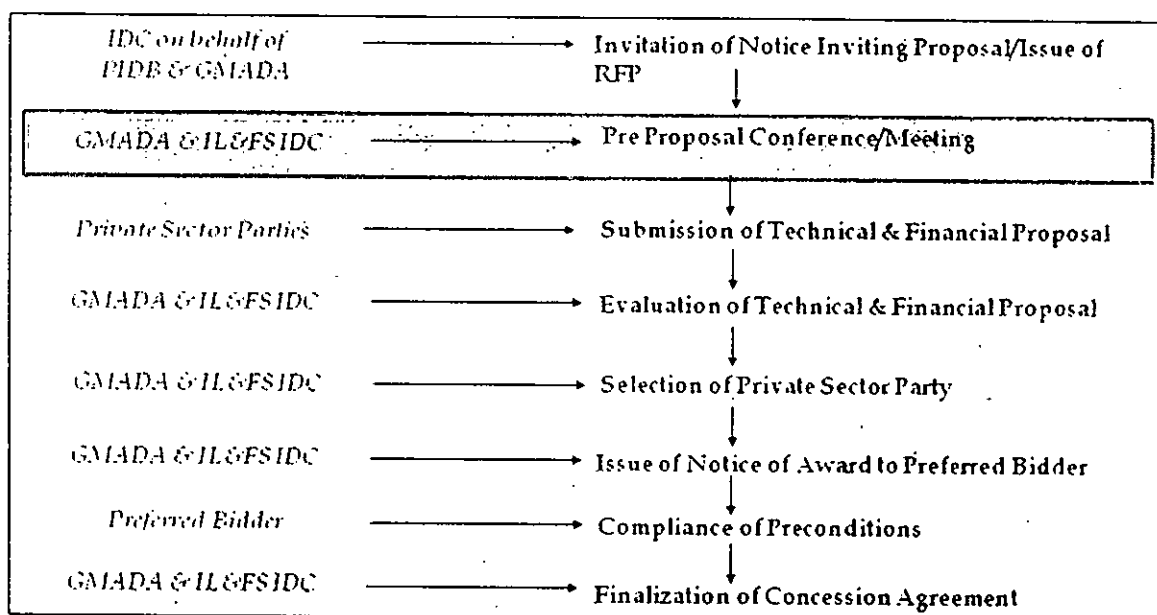
- i. The bidder quoting the highest Annual Concession Fee shall be the Selected Bidder.
- ii. The Selected Bidder shall pay Annual Concession Fee every year from the signing of the Concession Agreement till the end of the Concession period. The first Annual Concession Fee shall be due on the Signing Date of the Concession Agreement and accordingly the Concessionaire shall deposit the Annual Concession Fee on the same date (or the next working day) every year.
- iii. Annual Concession Fee (amount quoted by the Bidder in its financial proposal), escalated @ 15% every three years.

8. Bidding Schedule:

1	Date and Venue for Pre-proposal Conference:
	Date: _____

	Time: _____ Venue: _____
2	Proposal Due Date: _____
3	Technical Proposal Opening: Same date as Proposal Due Date or any extension specified by "PIDB/ GMADA". Financial Proposal Opening: Within 14 days of Technical Proposal opening.
4	Notice of Award: Within 21 days of Financial Proposal opening or any extension specified by GMADA.
5	Signing of Concession Agreement: Within 30 days from the date of issue of Notice of Award

Steps of Bidding Process



9. Status of Project Development:

- The project development activities were carried out by the project development consultant for the project. Discussions were held with GMADA and PIDB to finalize the requirements and modalities of the Five Star Hotel cum International Convention & Exhibition Centre project at Mohali.

10. Eligibility Criteria:

The qualification criteria for the bidders shall be as follows

A. Eligibility/Financial Criteria:-

Interested International / National Independent Legal entities including Joint Ventures, Consortium etc. meeting the following criteria may submit there proposal:

- 1) International chain of Hotels having experience in running of at least 2 hotels with rating of Five Star or above, which are operational in more than one country;

OR

Experience in Development (completed) of one Shopping Mall / Multiplex /Hotel having a built-up area of not less than 5 lakh sq ft. OR two such projects having built up area not less than 3 lakh sq ft. each. However, such Bidder(s) will be required to have a tie-up , with an International Five Star or above hotel chain having operations in more than one country, as per the details provided in RFP document.

- 2) Minimum Net worth of Rs 100 crores as on 31st March 2008.

B. High Net worth /Real Estate Infrastructure Fund Criteria:

Prospective Bidder(s) having Net Worth of Rs. 1000 crores & above as on 31st March 2008 will be exempted from the Experience criteria mentioned above.

OR

Real Estate Infrastructure Funds having Assets Under Management (AUM) of Rs.2000 crores and more as on 31st March, 2008 are also exempted from the Experience criteria mentioned above.

However, such Bidder(s) applying through criteria B will have to demonstrate the Net worth criteria independently and would be required to have a tie-up with International Chain of Five Star or above hotel chain having operations in more than one country, as per the details provided in RFP document.

11. Salient Features of Request For Proposal (RFP) Document:

1. An Agreement would be drawn up amongst the GMADA (the Concessioning Authority) and the Successful Bidder (the Concessionaire) and Punjab Infrastructure Development Board (PIDB Conforming Party) on PPP basis ("the Concession Agreement"). Revenues from the "Project" will

accrue to the successful bidder ("the Concessionaire") undertaking the Project.

2. Scope of Project:

The Scope of the Project (the "Scope of the Project") shall mean and include during the Concession Period, but not limited to:

- a) Taking over of the Vacant Possession of the site to Plan, Design, Finance, Engineer, Construct, Market, Operate, Maintain and Manage the project facility, including Clearances/approvals, ancillary services and amenities related to the Project namely a Five Star Hotel, International Convention & Exhibition Centre and the Commercial/Business complex as per applicable Building Bye-Laws, Ministry of Tourism (MoT), Federation of Hotel Restaurant Association of India (FHRAI) guidelines and standards & Schedules of the Concession Agreement.
- b) Site clearance and cordoning off the site; providing and deputing of Security including Dismantling of existing structures if any, cutting of trees, removal of debris etc.
- c) Construction, operation and maintenance of The Project as per the Conceptual design approved by the Design Approval Committee and in conformity to the Technical Specifications and Standards including, providing installation of all internal and external services.
- d) Construction of Project Facility including all internal and external services; providing and installation of fire detection; fire alarm and fire fighting system and electrical system.
- e) Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement and to meet the requirements laid down by the Competent Authority.
- f) Incorporating Special Purpose Company (SPC) for implementation of the project, the Selected Bidder is an unincorporated Joint Venture or a Consortium or a partnership firm.
- g) The fulfillment of conditions by the Concessionaire, where applicable, as set out in the NIT eligibility criteria regarding tie-up with an International/National Five Star or above hotel chain, having

operations in more than one country for successful implementation and operation of the Project, and submission of an agreement evidencing the arrangement / tie-up between the Concessionaire and International/National Five Star or above hotel chain, within 6 (six) months of signing of Concession Agreement.

- h) The Concessionaire shall obtain for the Hotel / Project Facility accreditation as a five star hotel from the concerned accreditation agency within 6(six) months from the date of issue of Construction Completion Certificate.
- i) To recover the investment through appropriate applicable revenue streams as per contractual arrangements/as per permitted revenues over the concession period.
- j) All the open spaces in and around the Project Facility shall be landscaped.
- k) Hand over the Five Star Hotel cum International Convention & Exhibition Centre and Commercial Complex Facility along with assets at the end of the Concession Period.

In addition to the above-stated Scope of Work, the Scope of Work is described in Draft Concession Agreement and other Schedules to this Concession Agreement. The Concessionaire shall adhere to all the terms & conditions set forth in this Concession Agreement, its schedules, technical specifications etc.

- 3. The major revenue sources for the project during Concession Period shall be:
 - o Revenue from renting of Convention & Exhibition Centre facility
 - o Revenue from renting Rooms in Five Star Hotel Facility
 - o Revenue from Restaurants, Coffee Shops and other appropriate applicable revenue streams.
 - o Revenues from Commercial - Retail & Office space etc.

4. **Concession Period:**

The Concession Period will be of 50 years inclusive of Construction Period.

5. **Construction Period:**

Project facilities (Minimum Development Obligations / Essential Facilities) will be constructed within 30 (Thirty) months from the Date of Compliance. The Conditions Precedent (CP) period shall be 4 months from the date of signing of Agreement.

6. **Broad Guidelines for Bidding:**

- i. One bid by any bidder either by itself or as part of consortium.
- ii. Bidders to bear the cost of preparation of their proposal.
- iii. Pre-Bid Conference, wherein project shall be explained to the interested private player.
- iv. The Proposal (Financial and Technical) should be unconditional and any conditionality attached with the proposal shall result in the rejection of the proposal.

7. Proposal/ Bid Submission:

- i. Proposal shall consist of two parts (i) Technical Proposal (ii) Financial Proposal.
- ii. Technical Proposal to include:
 - i. Covering Letter consisting of name addresses and contact number of the concerned person.
 - ii. Statement confirming that the Bid is valid for 180 days.
 - iii. Power of Attorney.
 - iv. Proposal Security of Rs 3 Crores. The Proposal Security shall be valid for One Hundred and Eighty days (180 days) from the Proposal Submission Due Date.
- iii. Financial Proposal shall consist of financial bid.

8. Proposal Submitted by the eligible Bidder:

- i. The eligible bidders shall submit the proposal as an individual company/consortium/JV/tie up etc.
- ii. There should be no material change in the membership of the bidder. If changed, would result into rejection of the bid. However, if there is requirement of any change in the membership of the Bidder then prior approvals need to be taken from the Concessioneing Authority.
- iii. If the successful bidder had applied through consortium or JV then the bidder shall have to form a Special Purpose Company (SPC).
- iv. The aggregate equity share holding of the members/ partners of the Consortium in the issued and paid up equity share capital of the SPC shall not be less than (i) 100% (hundred per cent) for a Period of 30 months following the Compliance Date and, (ii) 51% (fifty per cent) during the remaining Operations & Maintenance Period thereafter.
- v. Lead Member shall have a minimum equity share of 51% for a Period of 30 months following the Compliance Date and 26% during the remaining Operation and Maintenance Period.
- vi. The Lead member nominated at the time of submission of the proposal shall continue to be the lead member of the SPC. Such lead member shall hold authorization in the form of Power of Attorney.
- vii. The Successful Bidder, if it is a Subsidiary of a Holding / Parent Company or part of an SPC, it shall be required to furnish a Letter of Guarantee from its Holding / Parent Company (including a Board

Resolution of such Holding / Parent Company) pledging such Holding / Parent Company's irrevocable Financial strength and Technical support to its Subsidiary (in case of SPC - in proportion to its Subsidiary's holding in the SPC), at all times during the currency of the Concession Agreement, and even after its termination for any of the acts and liabilities of its Subsidiary prior to termination.

9. Project Development Fees:

The Successful Bidder shall submit an irrevocable and non-refundable amount of Rs 2.5 Crores only (Two crores and Fifty lakhs) within 21 days of issue of Notice of Award.

10. Performance Security:

There shall be two types of Performance Security:

- o **Construction Performance Security** will be of Rs. 15 Crores Only (Rupees Fifteen crores only), to be submitted by Concessionaire to the Concessioneing Authority before the signing of the agreement within 21 days of issue of Notice of award.
- o **Operation and Maintenance Performance Security** for Development of Five Star Hotel cum International Convention & Exhibition Centre will be of Rs. 4 Crores Only (Rupees Four crores only) valid from the date of issue thereof until the Transfer Date of the Project, within 30 (thirty) days prior to the Scheduled Project Completion Date or Operations Date, whichever is earlier. *The O&M Performance Security shall be enhanced @ 25% every 5 years.*

11. Liquidated damages

The Liquidated Damages shall be Rs 10 lakh (Rupees Ten Lakh only) per day for every day of delay till the time of achieving the standards or remedying/curing the breach, subject to time extension, maximum to 6 (six) months. In case the Liquidated Damages exceed the said period, it will be considered as a Concessionaire's Event of Default.

12. Conditions Precedent for Concessioneing Authority:

The obligations of the Concessionaire hereunder, are subject to the satisfaction in full by the Concessioneing Authority of the Conditions Precedent. The Concessioneing Authority shall have:

- a) Handed over vacant possession of site to the Concessionaire along with the furnished confirmation of land use classification from the Competent Authority;
- b) executed and registered with the Competent Authority the Project Site Lease Deed in favour of the Concessionaire and handed over to the

Concessionaire the Vacant Possession of the Project Site along with all Easementary Rights free from Encumbrances in accordance with the terms and conditions of the Agreement, provided that the Concessionaire shall have given a bank guarantee to the Concessioneing Authority as Construction Performance Security in accordance with the terms hereof ;

- c) constituted a Design Approval Committee ("DAC") to review the concept design for the Project Facilities submitted by the Concessionaire, and subject to satisfaction, approve the same;
- d) submitted to the Concessionaire a panel of five reputed engineering firms shortlisted through limited selection process and pursuant to short listing of three (3) firms out of such five (5) firms by the Concessionaire, appointed one out of such three (3) short listed firms as Independent Engineer, in accordance with the terms hereof; and
- e) Designated the Engineer in accordance with the terms hereof.

13. Conditions Precedent for Concessionaire:

The obligations of the Concessioneing Authority hereunder, are subject to the satisfaction in full by the Concessionaire of the Conditions Precedent. The Concessionaire shall have:

- a) prepared and finalized the concept design for the development of the Project Facilities in consultation with and approval from the Design Approval Committee;
- b) prepared, finalised and got approved by Chartered Structural Engineer, the DAC, Detailed Design and Drawings including the Architectural Plans, Structural Drawings, Elevations, Section etc, as per the applicable Local Building Byelaws, Norms etc, of the Project Facility for execution of Project;
- c) made arrangement for financing the Project and executed the Financing Documents and delivered to Concessioneing Authority, notarised true copies thereof along with soft copies;
- d) submitted a detailed description, calculation and estimate of the Total Project Cost to the Concessioneing Authority for its perusal
- e) procured at its cost the Clearances/ Permits, including environmental permits, from the concern agencies as required for the commencement of the Construction Works, as set out in the agreement , unconditionally or if subject to conditions then all such conditions shall have been satisfied in full and such permits are in full force and effect and the Concessionaire is in compliance with the conditions of grant thereof and they are valid and effective;

- f) ensured that all the representations and warranties of the Selected Bidder/Concessionaire set forth herein are true and correct as on the date of execution of this Agreement and the Compliance Date;
- g) shortlisted three firms from a set of five firms named by the Concessioning Authority for selection of Independent Engineer;
- h) nominated a person in the Maintenance Board as an observer;
- i) provided the Concessioning Authority notarised copies (certified as true by the duly authorised Director of the Concessionaire) of all its constitutional documents and board resolutions adopted by the Board of Directors of the Concessionaire authorizing the execution, delivery and performance of this Agreement by the Concessionaire;
- j) received from the Indian Legal Counsel of the Concessionaire a legal opinion with respect to the authority of the Concessionaire to enter into this Agreement and the Project Contracts and the Financing Documents and the enforceability of the provisions thereof;
- k) procured permission from Airport Authority of India (AAI) with regard to the proposed height of the Project Facility;
- l) furnished the certified copy of the duly executed shareholders' / joint venture agreement between the Consortium Members in respect of the Concessionaire and the Project, with appropriate provisions as regards obligations of the Consortium Members with respect to Equity and restrictions on transfer thereof, in terms of this Agreement; and
- m) furnished, if any, the certified copy of this agreement for provisions of technical support, operations or management of the Project during the Operations Period between the Concessionaire and any Consortium Member or any other Person, as the case may be.

Provided that upon request in writing by the Concessionaire, the Concessioning Authority may, in its sole discretion, waive fully or partially any or all the Conditions Precedent.

14. Obligations of Concessionaire:

The Concessionaire shall, in addition and without prejudice to its obligations specified in the other provisions of the Agreement, during the Concession Period, without qualification, observe and comply with the following obligations:

- (a) Take over Vacant Possession of the Project Site from the Concessioning Authority in terms hereof and develop, design, finance, construct, operate and maintain the Project Facility in accordance with the terms of this Agreement, including the Specifications and Standards, Applicable Laws, terms of Clearance and Good Industry Practice;
- (b) Make or cause to be made the necessary applications to and obtain from the relevant Competent Authority for all Clearances, permits, necessary approvals and sanctions from the Competent Authorities, for building plans, infrastructure facilities including power, water supply, drainage & sewerage, fire fighting, telecommunications etc, including environmental clearances, changes or clearances relating to import of goods, technology and personnel, pay applicable fees and supply the appropriate particulars and details to such Competent Authority as may be necessary for confirming that the Concessionaire fulfills the eligibility criteria to enable such authority reasonably to consider the request for the grant of the relevant Clearance and, following the grant of any such Clearance, maintain such Clearance in full force and effect so long as it is necessary in order for the Concessionaire to perform its obligations hereunder;
- (c) Organize the supervision, monitoring and control of the construction and operation and maintenance of the Project Facility by Subcontractors and operate and maintain the Project Facility, as may be necessary, to ensure the proper performance of its respective obligations under the Construction Agreement, the O&M Agreement and other relevant Project Contracts in accordance with the terms of this Agreement and Good Industry Practice;
- (d) Meet the Minimum Development Obligations in terms of the Agreement;
- (e) Furnish the MoA with the International/National Hotel Chain for tie up/JV arrangement within 6 (six) months of the signing date of Concession Agreement.
- (f) Shall pay to the Concessioning Authority, in time, all applicable payments and keep the Performance Securities valid, subsisting and in force as set out in this Agreement;
- (g) Report to the Concessioning Authority, the Maintenance Board and the Independent Engineer during the Concession Period as detailed

in the Agreement and elsewhere in this Agreement. Such reports will contain such information as is reasonably required to keep them properly informed of material matters relating to the construction, operation and maintenance of the Project Facility;

- (h) Achieve Completion (starting from Site clearances, cordoning off the site, security of premises, dismantling of existing structures, removal of debris [shall be property of Concessionaire] construction of the Project Facilities within 30 (Thirty) months of the Compliance Date and also achieve the respective construction milestone; provided that the Concessionaire shall not be in breach of the Agreement, if any non-fulfillment or delay in fulfillment of its obligations herein are caused by (i) the occurrence of an event of Force Majeure in accordance with the Agreement hereof or (ii) a Concessioning Authority Event of Default or (iii) increase in scope of work, as certified by Independent Engineer;
- (i) To furnish the Concessioning Authority with the "As Built Drawings" of the Project within 90 (Ninety) days of the completion of the Construction of the Project;
- (j) Commence Commercial Operations of the Project Facility only upon Construction Completion as certified by the Independent Engineer;
- (k) Arrange and access at its cost and expense all infrastructural facilities like water, power and technology, goods, materials, consumables, things and services etc. as necessary for the implementation of Project and make arrangements for back-up supply of power for meeting the power requirements for the operation and maintenance of the project and emergency situations during periods of power shut down and/or failure;
- (l) Save and except as expressly provided herein, not to transfer/dispose of or otherwise alienate any of the Project Assets without the prior written approval of Concessioning Authority;
- (m) Be responsible for safety, soundness and durability of the Project Facility, including all structures forming part thereof and their compliance with the provisions of this Agreement and the local building byelaws;
- (n) Take full responsibility for the adequacy, stability and safety of all Project Site operations, of all methods of construction, operation

and maintenance of the project, irrespective of any approval or consent by Concessioneing Authority;

- (o) Maintain the Project Facility and the Project Assets in accordance with the provisions hereof, including the Specifications and Standards and Good Industry Practices with the objective of providing adequate service standards to Users and ensuring that at the end of the Concession Period the Project Facility and the Project Assets are transferred to the Concessioneing or its nominated agency in the condition specified in the Agreement;
- (p) Carry out its obligations/duties with regard to the operation and maintenance of the Project in accordance with the specifications and Performance Standards as specified in the Agreement. The obligations shall include all work which is necessary to satisfy the Schedules, specifications, Technical Requirements and Performance Standards or is implied by this Concession Agreement, or arises from any obligation of the Concessionaire, and all duties not mentioned in the Concession Agreement, but which may be inferred to be necessary for the safe, reliable and efficient operation of the Project;
- (q) Be responsible from the date of signing of Concession Agreement for all liabilities arising out of construction, design, operation and maintenance of the Project. The Concessionaire shall plan, organizes and execute the Works so that there is least disruption to the movement on adjoining roads and minimal inconvenience to the neighboring residents. The Concessioneing Authority shall render reasonable assistance to the Concessionaire in all respects with reference to such Works, but the assistance or denial thereof shall not release the Concessionaire from its obligations;
- (r) Submit to the Concessioneing Authority certified true copies of each of the Project Contracts and any further replacement, amendment or modifications within 7 (seven) days of their execution;
- (s) Submit "Structural Safety Certificate" of the proposed Facility from competent structural engineer before the commencement of commercial activities. The Concessionaire shall ensure that the certificate is also counter certified/ signed by the Independent Engineer;
- (t) Provide to the Concessioneing Authority, notarized true copies of the Financing Documents & the Financial Model furnished by it to

the prospective senior Lenders. As and when these documents are approved by the senior Lenders, with or without modifications, true notarized copies of the Financing Documents & the Financial Model shall be furnished by the Concessionaire to the Concessioneing Authority forthwith. The soft copy of the Financing Documents & the Financial Model shall also be provided;

- (u) To take all reasonable steps to protect environment (both on and off the Project Site) and to limit the damages and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- (v) To duly supervise, monitor and control the activities of Contractors, Sub-contractors, their employees and agents under their respective Project Contracts as may be necessary;
- (w) To obtain and maintain in force all insurance in accordance with the provisions of this Agreement and Good Industry Practice;
- (x) To take all reasonable precautions for the prevention of accidents on or about the Project Facility and provide all reasonable assistance and emergency medical aid to accident victims;
- (y) Not to permit any Contractor, Sub-contractors or other person, claiming through or under the Concessionaire, to create or place any Encumbrances or security interest over all or any part of Project Site or the Project Assets or on any rights of the Concessionaire therein or under this Agreement, save and except as expressly permitted in the Agreement;
- (z) To ensure that such Project Site remains free from all encumbrances, encroachments and trespass during the entire Concession Period;
- (aa) Within 30 (thirty) days of achieving "Completion" of the construction of each phase / milestone in the Project Site, to remove from the "Project Site" all surplus construction machinery and materials, including without limitation, hazardous materials and wastes and keep the "Project Site" in a neat and clean condition, and in conformity with the Applicable Laws; except that the Concessionaire shall be entitled to retain on any Project Site, until the expiry of the Concession Period such equipment, materials and temporary works as required by it for the purpose of fulfilling

its obligations under this Concession Agreement in respect of operation and maintenance of the Project Site;

- (bb) On expiry of the Concession Period or upon termination, within the stipulated period, to hand over the Project Site, Project Assets and Project Facility in an as usual operational state to the satisfaction of Concessioning Authority, and in a manner so as to cause minimal or negligible disruption to the operations of the Hotel, International Convention Exhibition Center & Commercial Business Park. Provided that if the Concessionaire fails to cooperate with the Concessioning Authority or its nominee in ensuring a smooth transfer, as contemplated under this Agreement, the Concessioning Authority may invoke the Performance Guarantee and appropriate the amount as damages for the loss of reputation of the Five Star Hotel and International Convention Exhibition Centre & Commercial Business Park loss of revenue and disruption of business resulting from such non-cooperation;
- (cc) To provide all assistance to the Engineer/Independent Engineer and the Independent Auditor for the performance of their duties and services;
- (dd) At all times, to afford access to the Project Site to the authorised representatives of Concessioning Authority, senior Lenders, other persons duly authorized by any Governmental Agency having jurisdiction over the Project, to inspect the project and to investigate any matter within their authority and upon reasonable notice;
- (ee) Shall be solely and primarily responsible to Concessioning Authority for observance of all the provisions of this Agreement on behalf of the Concessionaire, its employees and representatives and further on behalf of Contractors, , Sub-contractors, their employees and agents and any person acting under or for and on behalf of the Concessionaire or such Contractors and the Sub-contractor as fully as if they were the acts or defaults of the Concessionaire, its agents or employees;
- (ff) Shall be liable for and shall indemnify, protect, defend and hold harmless Concessioning Authority, Concessioning Authority's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Concessionaire to discharge its obligations under the Article

and to comply with the provisions of Applicable Laws and Applicable Permits;

- (gg) Provide a security and watch and ward service at the Project Facility to maintain the safety and security of the life and property and make provision and arrangement for first-aid and prompt medical attention in cases of accidents and emergencies. Take adequate preventive measures to safeguard against fires and install the requisite fire fighting equipment;
- (hh) Maintain the requisite insurance in respect of the Project Facility according to the terms of the Agreement;
- (ii) Dispose at its expense the solid wastes and building and excavation material generated during implementation of the Project at sites approved by Concessioneing Authority;
- (jj) Promptly notify the Competent Authorities and hand over to them any archaeological finds, treasures and precious and semi-precious minerals discovered at the Project Site by the Concessionaire or its Contractors and Subcontractors and their respective employees and agents;
- (kk) provide to the Concessioneing Authority notarized true copies of the duly executed Transaction Documents to which the Concessionaire is a party, including any related instruments, deeds, contracts, supplemental agreements and other such documents relating thereto and of any amendments, supplements or replacements etc. thereof within 15 (fifteen) days of the execution or such amendment etc.,
- (ll) Not make any replacement, modification or amendment to any of the Transaction Documents at any time without the prior written consent of the Concessioneing Authority if such replacement, modification or amendment has or may have the effect of imposing or increasing any financial liability or obligation on the Concessioneing Authority and in the event that any replacement, modification or amendment is made without such consent, the Concessionaire shall not enforce such a replacement, modification or amendment;
- (mm) In the event of an accident the Concessionaire shall, by most expeditious means, inform the police and other concerned Competent Authorities and the Concessioneing Authority. The

Concessionaire shall take expeditious action to provide medical aid, emergency services and relief to the accident victims and upon completion of legal formalities clear the accident site and remove the debris and wreckage or debris;

- (nn) The Concessionaire shall be liable to pay to the concerned Competent Authorities the electricity, gas, water, sewerage, power, telephone, sanitation, garbage disposal and other applicable utility expenses, charges and rates, including penalties for default in payment, in relation to the use thereof in the construction, operation and maintenance of the Project Facility by the Concessionaire, Subcontractors, Transferees or agents or as are applicable from time to time in respect of the Project Facility and indemnify and keep indemnified the Concessioneing Authority in this respects and ensures avoidance of any disruption thereof due to disconnection or withdrawal of the facility;
- (oo) The Concessionaire shall pay all present and future applicable taxes, charges, rates, assessments, duties, levies, fines, penalties and other outgoings, including municipality taxes, services tax, stamp duty, registration charges and any other legal documentation charges from time to time during the Concession Period to the Competent Authorities in respect of the Project Facility. The Concessionaire shall indemnify and keep indemnified the Concessioneing Authority from any and all liabilities and consequences arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice, order, litigation etc.;
- (pp) The Concessionaire shall remove the utilities at, on, over or under the Project Site, without any delay or obstruction to the execution of the Works, including the existing utilities. The Concessioneing Authority shall reimburse the amount incurred by the Concessionaire in relocation of underground and overhead services and utilities.
- (qq) The Concessionaire shall pay liquidated damages to the Concessioneing Authority with reference to the provisions of the Agreement;
- (rr) Ensure that aggregate shareholding of the Selected Bidder or the Consortium Members (in case of Consortium) in the issued and paid up equity share capital of the Concessionaire is maintained in

accordance with the provisions of the Agreement shall be not less than:

- (i) 100% till a period of 30 (Thirty) months from the Compliance Date; and
- (ii) 51% after the period of 30 (Thirty) months from the Compliance Date i.e. during the balance Operation and Maintenance Period, till the Project Transfer Date/ issuance of Concession Agreement Completion Certificate.

In addition to the above obligations, the lead member of the Consortium shall maintain a minimum Equity component of 51% and 26% in the stipulated Concessionaire's equity share capital as specified above (qq) (i) and (ii) respectively;

- (ss) The Concessionaire if it is a Subsidiary of a Holding / Parent Company or part of an SPC, it shall be required to furnish a Letter of Guarantee from its Holding / Parent Company (including a Board Resolution of such Holding / Parent Company) pledging such Holding / Parent Company's irrevocable Financial strength and Technical support to its Subsidiary (in case of SPC - in proportion to its Subsidiary's holding in the SPC), at all times during the currency of the Concession Agreement, and even after its termination for any of the acts and liabilities of its Subsidiary prior to termination;
- (tt) The Concessionaire shall indemnify and keep indemnified the Concessioneing Authority, its employees and consultants from and against any claim, liability, cost, suit or legal proceeding and attorney costs arising in any manner from the implementation of the Project;
- (uu) The Concessionaire shall make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement and be the principal employer in respect of such labour and personnel. The Concessionaire shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel by it and its Subcontractors for implementing the Project;
- (vv) Ensure that each Project Contract contains provisions that would entitle Concessioneing Authority or a nominee of Concessioneing Authority to step into such agreement at Concessioneing Authority's

discretion, in place and substitution of the Concessionaire in the event of termination pursuant to the provisions of this Agreement;

- (ww) Provide all assistance to the Concessioneing Authority, the Design Approval Committee and the Independent Engineer , as they may reasonably require for the performance of their duties and services under this Agreement;
- (xx) The Concessionaire acknowledges and undertakes that it shall remain fully and primarily responsible for the performance of all acts, omissions or faults of any Persons claiming through or under it, including the Transferees, Subcontractors, agents, third parties and their respective employees, in relation to the Project Facility/the Contractual Arrangements or otherwise, as if they were the acts, omissions, faults of the Concessionaire and the Concessioneing Authority shall not be liable in any manner in respect thereof;
- (yy) The Concessionaire shall arrange at its cost the foreign exchange and Clearances required for import of technology, equipment or materials and pay all requisite duties and levies in this behalf;
- (zz) Obtain accreditation from the concerned accreditation agency a five star rating for the Hotel within six (6) months from the date of issue of Construction Completion Certificate and ensure that the said accreditation is renewed from time to time so that it remains valid and subsisting throughout the Operations Period;
- (aaa) The Concessionaire acknowledges and recognizes that time is of the essence of this Agreement and that the performance of its obligations shall be construed accordingly.
- (bbb) The Concessionaire shall within 30 (thirty) days of the issuance of Provisional Certificate, create an Operation and Maintenance fund for the purpose of the Project by opening a current account to collect payments from the sub - lessees of the sub leased areas in the Project Facilities. This fund shall be created exclusively, to meet the recurring costs and expenses towards the O & M Works of all the sub leased areas (Commercial Areas) in Project Facilities. The Concessionaire shall notify the Concessioneing Authority of the status of such current account and the details of all sub lessees in the Project Facilities every quarter of the Financial Year. In the event of termination of the Concession Agreement, all such payments towards the O & M Works of the sub leased areas in Project Facilities shall be paid to the Concessioneing Authority by the sub lessees in accordance with the

payment mode notified by the Concessioning Authority to all such sub lessees. Concessionaire will confirm that a suitable provision to this effect shall be included by the Concessionaire in the sub lease deeds to be entered between the Concessionaire and his sub lessees for the sub leased areas (Commercial Areas) under the Project Facilities. The Concessioning Authority at its own discretion may sign the sub lease deed as a Confirming Party, if required.

- (ccc) Concessionaire shall ensure, at all times during the Operation and Maintenance Period, that each sub lessee pays the Concessionaire, an annual lease rental in respect of the Commercial Area taken on lease by the sub lessee, at such rate in rupees per Square feet which shall not be less than 25% (twenty five percent) of the Annual Concession Fee divided by the total built up Commercial Area in square feet, as per the design proposed by Concessionaire and approved by the Concessioning Authority/Design Approval Committee. Concessionaire will confirm that a suitable provision to this effect shall be included by the Concessionaire in the sub lease deeds to be entered between the Concessionaire and his sub lessees for the sub leased areas (Commercial Areas) under the Project Facilities. The Concessioning Authority at its own discretion may sign the sub lease deed as a Confirming Party, if required.
- (ddd) The draft of the sub lease deed which the Concessionaire shall use for the purpose of entering into sub leases, in respect of the commercial areas in the Project Facilities, shall be approved by the Concessioning Authority. The Concessionaire will confirm and covenants that it shall not modify any provision(s) of the approved draft of the sub lease deed under any circumstance unless prior written approval for such modification has been accorded by the Concessioning Authority.

15. Obligations of the Concessioning Authority:

Concessioning Authority, in addition to and without prejudice to its obligations specified in the other provisions of the Agreement, shall, without qualification, during the Concession Period, including extension thereof, observe and comply with the following obligations:

- (a) Concessioning Authority shall, upon request from the Concessionaire, render all reasonable assistance to the Concessionaire in obtaining Clearances which are necessary for the implementation of the Project at the appropriate stages thereof and grant such Clearances which are in its authority to grant subject to

the Concessionaire complying with the eligible criteria for the grant of such Clearances and paying the necessary fees in relation thereto;

- (b) Concessioneing Authority shall not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation to the construction, operation and maintenance of the Project;
- (c) In the event of any action or suit to prevent, prohibit or otherwise challenge the Project by any Competent Authority, trade union, environmental group or any other person or organization being instituted or contemplated which in the reasonable opinion of the Concessionaire may have a Material Adverse Effect, the Concessionaire may by notice in writing to Concessioneing Authority require them to take such action as is reasonably available to them in order to mitigate such Material Adverse Effect;
- (d) All litigation involving the Project Site prior to the Compliance Date and wherein the actions have been filed against the Concessioneing Authority shall be conducted solely by the Concessioneing Authority. The Concessionaire shall not be liable or responsible for the same in any manner. The Concessioneing Authority shall indemnify Concessionaire and shall hold it harmless from and against any claim or cost that may arise as a result of any such litigation;
- (e) The Concessioneing Authority accepts the Concessionaire's right to advertise and set up and display hoardings, billboards and other information panels at the Project Facility or to grant licenses for such rights against payment; provided that such rights shall be exercised in accordance with the terms of Clearances and Applicable Laws
- (f) The Concessioneing Authority shall permit the Concessionaire to Plan, Design, Finance, Engineer, Construct, Market, Operate, Maintain and Manage the infrastructure at the Project Site, including without limitation sewers, drains, public conveniences, waste disposal facilities, laying of cables and pipelines and such other facilities and shall cooperate with and render reasonable assistance in facilitating the requisite Clearances for the same;
- (g) The Concessioneing Authority shall constitute a Maintenance Board comprising of [] nominees / representatives of Concessioneing Authority and one (1) nominee of the Concessionaire, to monitor the operation and management of the Project in accordance with

the terms and conditions of the Concession Agreement during the Concession Period;

- (h) The Concessioneing Authority shall bear and be responsible for all costs, expense or charges incurred in making available the Project Site in accordance with this Agreement, including any compensation required to be paid for acquisition of such Project Site. Further, the Concessioneing Authority shall hold Concessionaire harmless from all costs, expenses or charges incurred in relocating, rehabilitating or resettling Persons in connection with making available the Vacant Possession of the Project Site to the Concessionaire. The Concessioneing Authority shall reimburse the amount incurred by the Concessionaire in relocation of underground and overhead services and utilities;
- (i) The Concessioneing Authority shall ensure that from the Compliance Date and till the completion of the Concession Period, the Concessionaire has access to the Project Site for the purpose of carrying out the Concessionaire's obligations under this Concession Agreement. Such right of access will not be exclusive to the Concessionaire and shall be subject to the rights of access referred to in this Agreement;
- (j) If the Concessionaire suffers delay or incurs Cost as a direct result of failure on the part of the Concessioneing Authority to perform its obligation under the Agreement, Concessionaire shall give notice of the same to the Concessioneing Authority. Upon receipt of such notice Concessioneing Authority shall proceed to take remedial measures;
- (k) The Concessioneing Authority shall appoint the Independent Auditor and all fees and expenses for the same shall be borne by the Concessioneing Authority.

16. Monitoring:

Monitoring through Design Approval Committee (DAC), Maintenance Board, Independent Engineer and Engineer.

- a) **Design Approval Committee (DAC):** For the approval of the design of the "Five Star Hotel cum International Convention & Exhibition Centre Facility" at Mohali, the Concessioneing Authority shall constitute a Committee with following members and any other member to be nominated by the Concessioneing Authority:

- i. Chief Administrator GMADA/Representative of Chief Administrator office
- ii. Chief Town Planner/Architect, GMADA
- iii. Project Nodal Officer nominated by GMADA
- iv. Chief Architect, Punjab or their representative or any other member as decided by GOP
- v. Any other member nominated by GMADA, as required

The members of the Committee shall be responsible for approving the design submitted by the Concessionaire and give suggestions, if any, for improving the design so as to craft a landmark facility with iconic exteriors/ facade.

In addition to this, the Design Approval Committee shall be entitled to obtain opinion on the design submitted by the Concessionaire, from the Executive Committee of PIDB, if required. The Concessionaire may be asked to make power point presentation to the Executive Committee of PIDB, giving the artistic impression of the Project Facility particularly with regards to the façade of the Project Facility. The Concessionaire shall be required to incorporate the changes as suggested by Design Approval Committee and Executive Committee of PIDB.

b) Maintenance Board (MB):

On or prior to the, the Operations Date the Concessioneing Authority shall appoint a Maintenance Board. The Maintenance Board shall consist of representatives of the following and any other member to be nominated by Concessioneing Authority:

- i. Chief Administrator GMADA /Representative of Chief Administrator.
- ii. Project Nodal Officer nominated by GMADA
- iii. Nominee of Concessionaire
- iv. Any other member nominated by GMADA, as required

Each Party shall have the absolute right to appoint, re-appoint, remove, substitute or replace its nominee(s) in the Maintenance Board at any point of time. The representative of the Concessioneing Authority shall act as the Chairman of the Maintenance Board and the Project Nodal officer shall act as Convener. Wherever possible, the Maintenance Board shall act by consensus. If consensus is not reached, it shall take vote, and if there is a tie in such vote, the representative of the Concessioneing Authority shall have the casting vote.

The representative of the Concessioneing Authority shall act as the Chairman of the Maintenance Board and Project Nodal Officer nominated by GMADA would be the Convenor.

c) Independent Auditor

- (i) Concessioneing Authority shall appoint a firm of chartered accountants out of a list of independent and reputable firms of chartered accountants in India/ Punjab as the Independent Auditor, to audit the accounts of the Concessionaire for the Project on a yearly basis and have during the subsistence of this Agreement, as its auditors, a reputed firm of chartered accountants duly licensed to practice in India. All fees and expenses of the Independent Auditors shall be borne by the Concessioneing Authority.
- (ii) The Concessioneing Authority reserves the right from time to time to substitute a firm appointed as Independent Auditor by it with another reputed firm of chartered accountants, at anytime during the Project Term, without assigning any reason whatsoever.
- (iii) Any claim or document provided by the Concessionaire to the Concessioneing Authority relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto, in connection with the Project shall be valid and effective only if certified by the Independent Auditors.

d) Independent Engineer (IE)

- i) Appointment: Five reputed engineering firms/consultants shall be shortlisted from a panel of engineers nominated by GoP under limited selection process. Pursuant to short listing of three (3) firms out of such five (5) firms by the Concessionaire, one engineering firm/consultant out of such three (3) short listed firms shall be appointed as Independent Engineer, in accordance with the terms of Concession Agreement.
- ii) Fees and Expenses shall be borne by Concessioneing Authority
- iii) Role: Shall monitor the Project for the purposes of determining and ensuring compliance with Technical Requirements, the Performance Standards and Costs of the Facilities.
- iv) Tenure: From the Compliance Date to the date of issue of the Construction Completion Certificate.

e) Engineer (ER)

- i) Appointment : Superintending Engineer/Nodal Person nominated by GMADA
- ii) Role :
 - Responsible for review of construction, progress monitoring reports and affirmation of all certifications done by the Independent Engineer.
 - Firmly confirm the works being submitted by the Independent Engineer, in order to avoid any kind of discrepancy.
 - Submit the approved report of the Independent Engineer to the Concessioneing Authority.

17. Financial Close

- a) The Concessionaire hereby agrees and undertakes that it shall achieve the Financial Closure within 180 (One Hundred and Eighty) days from the date of execution of the Concession Agreement;

18. Financial Covenants

- a) For purpose of raising finance, Concessionaire may assign all its rights, title, interests and benefits under Concession Agreement in favour of Lenders in accordance with provisions of Concession Agreement.
- b) Concessionaire shall not have right and authority to mortgage, encumber or create any security/ interest on the Project Site, Project Facility in favour of Lenders.

19. Suspension

Concessioneing Authority may at any time instruct the Concessionaire in writing to suspend progress of part or all of the Works, duly recording detailed reasons for ordering such suspension. During suspension, the Concessionaire shall:

- a) Protect, store and secure such part or the Works against any deterioration loss or damage.
- b) Place no further sub-contracts for Plant and Machinery, Materials works or services in relation to such or the Works; and
- c) Use all reasonable endeavors to suspend, on favorable terms available to the Concessionaire, all subcontracts and agreements for hire to the extent affected by the suspension and otherwise to minimize the Cost associated with the suspension, provided that unless instructed otherwise by Concessioneing Authority, the Concessionaire shall during suspension maintain its staff and Concessionaire's Equipment on or near the relevant Project Site, ready to proceed with the Works in accordance upon receipt of permission or instruction to do so.

20. User Charges

- a) Concessionaire shall have the right to demand and charge appropriate User Charges in accordance with Concession Agreement by itself or through any Person/collection agents appointed by it.

21. Intellectual Property Right

- a) The Concessioneing Authority shall have exclusive right to all the details, plans, budgets, schedules, reports and other works as per the Concession Agreement.

22. Events of default

a) Concessionaire Event of Default

Without prejudice to any Concessionaire Event of Default not listed herein below, but described elsewhere in the Agreement, the Concessionaire Event of Default shall include any of the following events, unless such an event has occurred as a consequence of the Concessioneing Authority Event of Default or a Force Majeure Event:

- i. The Concessionaire is in breach of its obligations under the Concession Agreement, which has a Material Adverse Effect upon the Concessioneing Authority or the Project.
- ii. The Concessionaire is in breach of any representation or warranty made under the Agreement, or it repudiates the Concession Agreement.
- iii. The Concessionaire fails to meet the progressive milestones set forth in the Project Implementation Schedule or amendments thereto as provided for the Agreement.
- iv. The Concessionaire abandons the Project or any of its material obligations under the Agreement.
- v. The Concessionaire fails to maintain Performance Security or replenishment or furnishing of fresh performance security in the event of partial appropriation by the Concessioneing Authority.
- vi. The Concessionaire fails to pay Annual Concession Fee, as applicable.
- vii. The Concessionaire fails to achieve Financial Close within the time period stipulated in the Agreement (i), unless expressly in writing extended by the Concessioneing Authority.
- viii. A senior Lender recalls its loan under the Financing Documents on the ground that the Concessionaire has defaulted on its obligations to the senior Lender under the Financing Documents.

- ix. The Concessionaire creates any Encumbrances, charges or lien in favour of any Person saves and except as otherwise expressly permitted in the Agreement.
- x. The Selected Bidder / Consortium / Concessionaire does not comply with requirements under of the Agreement.
- xi. The Concessionaire fails to pay Liquidated Damages (LD) within 60 days of issuing of Payment Notice, but no later than the extension period of six months, as per the Agreement.
- xii. The Concessionaire fails to complete the construction of Minimum Development Obligations / Essential Facilities under the Project within the Construction Period.
- xiii. The transfer, pursuant to law of either (a) the rights and/or obligations of the Concessionaire under the Agreements, or (b) all or material part of the assets or undertaking of the Concessionaire; except (i) to the extent permitted by the Concession Agreement or (ii) where such transfer, in the reasonable opinion of the Concessioneing Authority, does not affect the ability of the Concessionaire to perform its obligations under the Agreement.
- xiv. In the event a resolution is passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire.
- xv. The Concessionaire is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Concessionaire or for any of its property that has a material bearing on the Project.
- xvi. Any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by court, , or a resolution of the members is adopted for voluntary winding up, except if, in the event a petition for winding up is admitted by a court, such petition is for the purpose of amalgamation or reconstruction provided that as part of such amalgamation and reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under the Agreement and Project Agreements, and provided that:
- The amalgamated entity or reconstructed entity has the technical capability and the operating experience necessary for the performance of its obligations under the the Agreement and Project Agreements;

- The amalgamated entity or restructured entity has the financial standing to perform its obligations under the Agreement and Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as on the Compliance Date;
 - And all the Project Agreements remain in full force and effect;
- xvii. The Concessionaire assigns the Concession Agreement or any of its rights or obligations under the Agreement, where such assignment is not in accordance with the terms of the Concession Agreement.

b) Concessioneing Authority Event of Default:

Each of the following events or circumstances, to the extent not caused by a default of the Concessionaire or Force Majeure, and if not cured within the Remedial Period, which shall be 60 (sixty) days (unless provided otherwise in the Agreement), from the date of notice of default (the "Default Notice") from the Concessionaire, shall be considered for the purpose of the Agreement as events of default of the Concessioneing Authority ("The Concessioneing Authority Event of Default"):

- i) The Concessioneing Authority is in breach of its obligations under this Agreement, which has a Material Adverse Effect upon the Concessionaire or the Project and this breach is not cured within a Remedial Period of 60 days from the date of Default Notice.
- ii) The Concessioneing Authority is in breach of any representation or warranty made under this Agreement, or it repudiates this Agreement.
- iii) GoP or any Competent Authority have by an act of commission or omission created circumstance that has a Material Adverse Effect on the Concessionaire, and the Concessioneing Authority has failed to compensate the Concessionaire for the same through an adjustment to the Annual Concession Fee.
- iv) Any defect in the title, ownership and possession of the Concessioneing Authority with respect to the Project Site.
- (iv) Change in Law to which the provisions of the Agreement cannot be applied;
- (v) Expropriation or compulsory acquisition by any Competent Authorities of the Project/Project Facilities or part thereof or any material assets or rights of the Concessionaire; provided the same has not resulted from an act or default of the Concessionaire.

23. Force Majeure (FM) Events

- a) **Non Political Events:** Natural disasters like earthquake, cyclone, etc., epidemic, famine, strike, Radio active contamination, ionizing radiation, any judgment or order of any court against the Concessionaire.
- b) **Political Events:** Change in law, inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits; Termination Payments, breach or failure in complying with the provisions hereof, including the Specifications and Standards, any judgment or order or directive of any Competent Authority or of any contract to which the Concessionaire or any Contractor, as the case may be, is bound

Termination Due to Force Majeure Event

- a) An amount equal to 90% of the Debt Due shall be payable to the Concessionaire by the Concessioneing Authority in the event the termination of the Agreement is due to a Non-Political Force Majeure Event set forth in Agreement. The Concessioneing Authority shall return the Performance Security provided there are no outstanding claims of the Concessioneing Authority against the Concessionaire / Selected Bidder under the Agreement.
- b) If the termination is due to a Political Force Majeure Event, set forth in the Agreement, the compensation payable by the Concessioneing Authority to the Concessionaire shall be:
 - i. Debt Due plus 100% of the Equity subscribed and paid in cash and actually spent on the Project if the termination occurs during the Construction Period but prior to the Construction Completion/Operation Date being achieved.
 - ii. Debt Due plus 125% of the Equity subscribed and paid in cash and actually spent on the project if the termination occurs upon Construction Completion/Operation Date being achieved.

Provided that the compensation shall in no event include the value of the portion of any asset affected by Force Majeure Event, to the extent of the insurance claim received or admitted in relation to such Force Majeure Event.

All payments due to the Concessionaire as calculated as per Concession Agreement shall be made within 30 (thirty) days of the receiving Termination Notice.

The Concessioneing Authority shall return the Performance Security provided there are no outstanding claims of the Concessioneing Authority on the Concessionaire / Selected Bidder under the Concession Agreement.

Termination due to Concessionaire Event of Default

- a) Upon Termination by the Concessioneing Authority on account of a Concessionaire Event of Default in accordance with the provisions of the Concession Agreement, the Concessionaire shall not be entitled to receive any Termination Payment from the Concessioneing Authority.
- b) In addition, the Concessioneing Authority shall encash and appropriates the entire amount of the Performance Security.

Termination Due to Concessioneing Authority Event of Default

- A. If the termination is due to a Concessioneing Authority Event of Default (by the Concessionaire), the compensation payable by the Concessioneing Authority shall be the aggregate of the Debt Due and 100% of the Equity subscribed and paid in cash and actually spend on the project LESS amounts if any due to the Concessioneing Authority from the Concessionaire under the provisions of the Agreement if the termination occurs during the Construction Period but prior to the Construction Completion/Operation Date being achieved.
- B. If the termination is due to a Concessioneing Authority Event of Default (by the Concessionaire), the compensation payable by the Concessioneing Authority shall be the aggregate of the Debt Due and 125% of the Equity subscribed and paid in cash and actually spent on the project LESS amounts if any due to the Concessioneing Authority from the Concessionaire under the provisions of the Agreement if the termination occurs upon Construction Completion/Operation Date being achieved.

After Construction Completion, for each successive year thereafter, such amount shall be reduced by 1.2 % (One point two per cent) per annum.

The Concessioneing Authority shall return the Performance Security provided there are no outstanding claims of the Concessioneing Authority on the Concessionaire/Selected Bidder under the Concession Agreement.

24. Step-in-rights

The Concessionaire agrees that the GMADA shall be entitled to operate the Project on the occurrence of a Concessionaire Event of Default. In the event of a Concessionaire Event of Default, the GMADA may (but shall not be

obliged to) operate, or procure and cause operation of the Project upon the issue of the Termination Notice. In the event the senior Lender fails / neglects to exercise its rights under the provision of concession agreement and procure that either:

- (i) The Concessionaire Event of Default is cured within the Suspension Period, or
- (ii) The Concession is assigned under the provision of this agreement to a substitute, capable of discharging the roles and responsibilities of the Concessionaire,

The lenders step-in rights shall be GMADA's step-in rights in accordance with the Substitution Agreement and as referred in the provision of this agreement.

- 9 - m3k01-II

Supplementary Agenda - I

1. ✓ **5 Star, International Convention Centre and Exhibition Centre at Mohali on PPP basis: Request For Proposal (RFP) document.**

M/s IL&FS IDC-the concerned Project Developer briefed EC about the status of the bid process management carried out for implementation of the project on PPP basis.

EC noted the status of the project and accorded approval to the RFP document and calling of the bids, as brought out in the agenda note.

2. **Punjab Di Train: Advertisement eliciting Expression of Interest**
EC took note of the project and approved the draft EOI advertisement.

3. **Unsolicited proposal for construction of 4-lane expressway from Pathankot to Ajmer (Phase-1 Pathankot to NH-10 at Haryana/ Punjab Borders) – Time extension**

EC considered the request of M/s Reliance. After detailed deliberations, EC approved the request of M/s Reliance for extension of time period for the submission of detailed unsolicited proposal by 75 days i.e. upto 13.02.2009, as brought out in the agenda note.

4. **Punjab International Trade Expo – 2008 (PITEX) at Amritsar from 3rd to 7th December, 2008.**

EC noted the status and accorded ex-post facto approval to the contribution of Rs. 2.00 lacs remitted by PIDB to PSIEC for the PITEX 2008.

Supplementary Agenda-II

1. **Construction of Jails at Faridkot & Kapurthala and hospitals & associated works at Faridkot and Amritsar: Award of work**

Chief Engineer (Buildings), PWD (B&R), Punjab informed the EC that the finalized bid amount of the successful bidders in respect of hospital at Amritsar is 1.50% less than the analytical rates, in respect of hospital at Faridkot is 9.92% higher than the analytical rates, in respect of jail at Kapurthala is 9.96% higher than the analytical rates and in respect of jail at Faridkot is 5.47% excess than the analytical rates. Further, SPW apprised the EC that these

ਅਜੰਡਾ ਆਈਟਮ ਨੰ: **5.10**-----

(ਗਮਾਡਾ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਪੰਜਵੀਂ ਮੀਟਿੰਗ)

ਵਿਸਾ: ਬੱਸ ਸਟੈਂਡ, ਸੈਕਟਰ 57, ਐਸ.ਏ.ਐਸ ਨਗਰ (ਮੋਹਾਲੀ)

ਗਮਾਡਾ ਦੀ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਮਿਤੀ 3.8.07 ਨੂੰ ਹੋਈ ਤੀਜੀ ਮੀਟਿੰਗ ਦੇ ਮੱਦ ਨੰ: 3.06 ਉਤੇ ਬਸ ਸਟੈਂਡ ਦੀ ਸਾਈਟ ਨੂੰ ਨਵੀਂ ਲੋਕੇਸ਼ਨ ਤੇ ਸਿਫਟ ਕਰਨ ਦੀ ਤਜਵੀਜ਼ ਪ੍ਰਵਾਨ ਕੀਤੀ ਗਈ ਸੀ। ਉਪਰੰਤ ਇਹ ਫੈਸਲਾ ਵੀ ਕੀਤਾ ਗਿਆ ਸੀ ਕਿ ਗਮਾਡਾ ਇਸ ਪ੍ਰੋਜੈਕਟ ਨੂੰ ਪੀ.ਪੀ.ਪੀ. ਮੋਡ ਤੇ ਕਰਵਾਏਗਾ ਜਿਸ ਉਪਰੰਤ ਪੀ.ਆਈ.ਡੀ.ਬੀ. ਅਤੇ ਗਮਾਡਾ ਵਲੋਂ ਸਮੇਂ ਸਮੇਂ ਤੇ ਕੀਤੀ ਕਾਰਵਾਈ ਅਤੇ ਤਾਜਾ ਸਥਿਤੀ ਗਮਾਡਾ ਦੀ ਅਥਾਰਿਟੀ ਦੀ ਚੌਥੀ ਮੀਟਿੰਗ ਵਿੱਚ ਜਾਣਕਾਰੀ, ਪੁਸ਼ਟੀ ਅਤੇ ਪ੍ਰਵਾਨਗੀ ਹਿੱਤ ਰੱਖੀ ਗਈ ਸੀ। ਕਮੇਟੀ ਨੇ ਤਸੱਲੀ ਪ੍ਰਗਟ ਕਰਦੇ ਹੋਏ ਕਾਰਜਬਾਅਦ ਪ੍ਰਵਾਨਗੀ ਦੇ ਦਿੱਤੀ ਸੀ।

PIDB ਦੀ 81ਵੀਂ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਵਿੱਚ ਦਿੱਤਾ ਗਿਆ ਸਟੇਟਸ ਨੋਟ

ਕੀਤਾ ਗਿਆ ਕਿ **International Global Meltdown** ਦੀ ਸਥਿਤੀ ਵਿੱਚ **M/S**

Akruti City Ltd., bid ਤੋਂ ਪਿੱਛੇ ਹੱਟ ਗਏ ਸਨ। PIDB ਦੀ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਨੇ ਇਹ ਮੈਟਰ ਘੋਖਣ ਤੋਂ ਬਾਅਦ ਇਹ ਫੈਸਲਾ ਲਿਆ ਕਿ ਪੁਰਾਣੀਆਂ ਮੰਗੀਆਂ ਗਈਆਂ ਅਰਜੀਆਂ ਰੱਦ ਕਰ ਦਿੱਤੀਆਂ ਜਾਣ ਅਤੇ ਨਵੀਆਂ ਅਰਜੀਆਂ ਮੰਗ ਲਈਆਂ ਜਾਣ। ਇਸ ਤੋਂ ਬਾਅਦ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਨੇ ਦੁਬਾਰਾ ਅਰਜੀਆਂ ਮੰਗਣ ਬਾਰੇ ਇਹ ਨਿਰਣਾ ਲਿਆ ਕਿ ਇਸ ਦੀ ਰਾਖਵੀਂ ਕੀਮਤ 52 ਕਰੋੜ ਫਿਕਸ ਕੀਤੀ ਗਈ ਸੀ। ਸਮੇਂ ਦੀ ਸਥਿਤੀ ਨੂੰ ਵਾਚਦੇ

ਹੋਏ ਦੁਬਾਰਾ ਅਰਜੀਆਂ ਮੰਗਣ ਦੇ ਪਰੋਸੈਸ ਅਤੇ ਇਸ ਪ੍ਰੋਜੈਕਟ ਸਟਰਕਚਰ ਵਿੱਚ ਸੋਧਾਂ ਵੀ ਕੀਤੀਆਂ ਗਈਆਂ ਸਨ।

ਇਸ ਦੇ ਇੰਤਰਾਲ ਵਿੱਚ ਕੰਸਲਟੈਂਟ ਮੈਸ: ਫੀਡਬੈਕ ਵੈਂਚਰ ਦਾ ਸਮਾਂ ਵਧਾਇਆ ਗਿਆ ਸੀ ਅਤੇ ਨਵੇਂ ਸਿਰੇ ਤੋਂ ਆਰੰਭਿਆ ਬਿੱਡ ਪਰੋਸੈਸ PIDB ਦੀ ਸਬ ਸੈਕਟਰੋਲ ਕਮੇਟੀ ਦੀਆਂ ਮੀਟਿੰਗਜ਼ ਵਿੱਚ ਅਤੇ ਮਾਨਯੋਗ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਦੀ ਰਹਿਨੁਮਾਈ ਹੇਠ PIDB ਦੀ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀਆਂ 84ਵੀਂ ਅਤੇ 85ਵੀਂ ਮੀਟਿੰਗਾਂ ਵਿੱਚ ਪ੍ਰਵਾਨ ਵੀ ਕੀਤਾ ਗਿਆ ਹੈ ਜੋ ਅਨੁਲੱਗ-1 ਤੇ ਵਾਚਿਆ ਜਾ ਸਕਦਾ ਹੈ ਜੀ। ਜਿਸ ਉਪਰੰਤ ਪ੍ਰੋਜੈਕਟ ਪੀ.ਆਈ.ਡੀ.ਬੀ. ਦੇ ਬੋਰਡ ਦੀ 23ਵੀਂ ਮੀਟਿੰਗ ਮਿਤੀ 3.2.2009 ਨੂੰ ਮਾਨਯੋਗ ਮੁੱਖ ਮੰਤਰੀ, ਪੰਜਾਬ ਜੀ ਦੀ ਰਹਿਨੁਮਾਈ ਹੇਠ ਪ੍ਰਵਾਨ ਕੀਤਾ ਗਿਆ ਸੀ ਜਿਸ ਦੀ ਕਾਰਵਾਈ ਅਨੁਲੱਗ-2 ਤੇ ਵਾਚੀ ਜਾ ਸਕਦੀ ਹੈ ਜੀ।

PIDB ਦੀ ਕਾਰਵਾਈ ਦੀ ratification ਲਈ ਗਮਾਡਾ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਅਗੇ ਇਹ ਮੁੱਦਾ ਯੋਗ ਫੈਸਲੇ ਹਿੱਤ ਪੇਸ਼ ਹੈ।



9575
2-12-08

ਮਨੁੱਖੀ - 1

Ref. No:PIDB/CGM/08/3742-4
Dated: 21/11/2008

To
Director Public Relations,
Punjab, Sector-34-A
Chandigarh.

ਮੈਨੇਜਰ
ਓ. ਓ. ਮਨ:ਵਿ:ਮਨ: ਨਗਰ
ਡਾਕੂਮੈਂਟ ਨੰ: 25736
ਮਿਤੀ: 2-12-08

Sub: Development of Bus Terminal-cum-Commercial Complex at Mohali (Tender Advertisement)

Enclosed please find a copy of the tender advertisement on the captioned subject, for publication in the following newspapers:-

1. Times of India + Economic Times (All Editions)
2. Indian Express + Financial Express (All Editions)
3. Hindustan Times (All Editions)
4. Business Standard (All Editions)
5. Mail Today (Delhi Editions only)

Advertisement being time bound should appear on 28/11/08 positively.

Chief General Manager
For Managing Director

- CC: 10/12 12/11
1. The Chief Administrator, GMADA
 2. AGM, Finance, PIDB
 3. The Director, Department of State Transport, Punjab

Center Diary
GMADA Mohali
No. 25736 Dt. 2/12/08

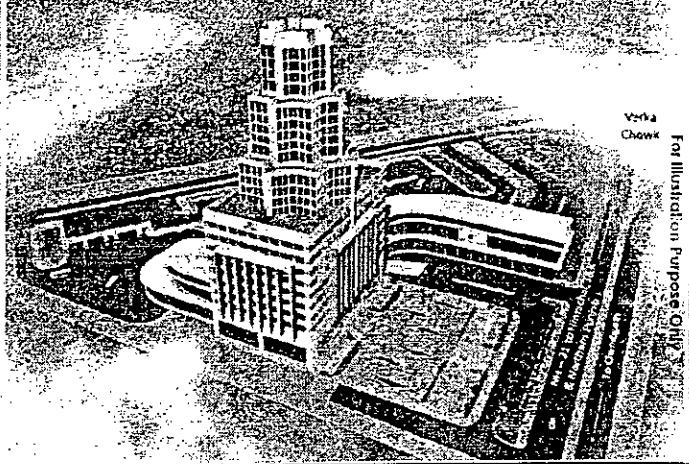
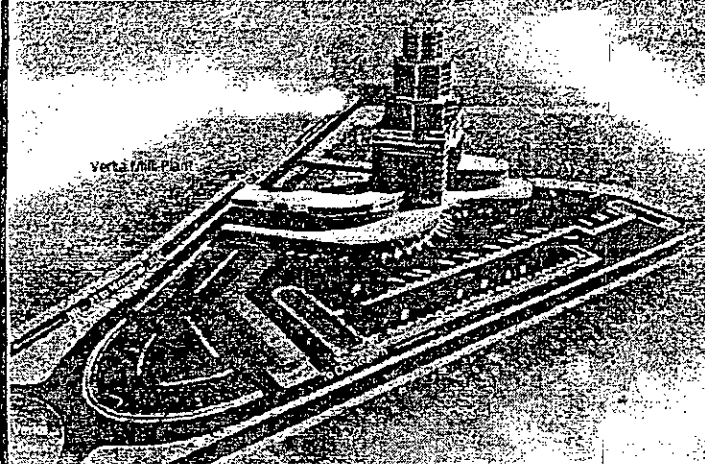


PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD & GREATER MOHALI AREA DEVELOPMENT AUTHORITY & DEPARTMENT OF TRANSPORT



REQUEST FOR PROPOSAL (RFP) Public Private Partnership (PPP) for Development of Bus Terminal-cum-Commercial Complex at Mohali [INTERNATIONAL COMPETITIVE BIDDING]

S.A.S Nagar (Mohali) was conceived as a satellite town of Chandigarh. However, with the time, having better infrastructure, Mohali has become the investment destination for Information Technology, Electronics, Real Estate Development and also an important commercial & institutional hub. Recently Government of Punjab declared S.A.S Nagar as 18th district of the state & a separate authority i.e. Greater Mohali Area Development Authority (GMADA) has been established for overall development of Mohali & its surroundings. In its priority to provide a world class civic infrastructure, Punjab Infrastructure Development Board (PIDB), GMADA & Department of Transport, GoP intend to develop a State-of-the-art Bus Terminal-cum-Commercial Complex at Mohali under Public Private Partnership (PPP) format. Feedback Ventures Pvt. Ltd. (FVPL) is assisting PIDB in project development under PPP format.



SITE FEATURES

Location	Verka Chowk, Sector 57 Mohali on NH-21
Area	~ 7.2 Acres
FAR & Ground Coverage	1:3 and 40%
Building Height	No restriction on building height subject to approval from Airport Authority and Air force.
Site Features	•Wide roads along all sides of the proposed site •Enroute Northern Punjab, Himachal Pradesh and J&K Buses

SCOPE OF WORK

The selected bidder will be responsible for the following:

1. Planning, designing, financing, construction, marketing and operation of Bus Terminal-cum-Commercial Complex. It has been envisaged to develop a 'Landmark' building for the proposed complex
2. Operation & Maintenance of the facility for a predetermined concession period
3. Collection of revenue such as *Adda Fee* from buses, rentals from commercial leases, advertisement leases and parking of vehicles etc. for a predetermined period
4. Concession Period - 90 years

Note: for detailed Scope of work, please refer the RFP document.

MINIMUM ELIGIBILITY CRITERIA

Interested national/international independent legal entities / joint ventures / consortia etc. meeting the following criteria may submit the proposal:

- a) Experience in construction of passenger terminals/ parking cum commercial complexes/ shopping malls/ hotels/resorts/ group-housing.
- b) Completion of atleast one such project as mentioned above of value more than Rs 50 Crores OR two such projects of value Rs 30 Crores each, during the last five years
- c) A minimum Net worth of Rs 50 Crores as on 31st March 2008.

★ Prospective bidder/s having a Networth of Rs 500 Crores or above as on 31st March 2008 will be exempted from the above stated experience criteria. However, such bidder shall have to demonstrate this net worth independently, without forming a Consortium/JV

*Note: 1. In case of Joint Ventures, Consortia etc., maximum number of partners/members allowed will be limited to three.
2. For details, please refer the RFP document.*

SUBMISSION OF RFP

Request for Proposal (RFP) document consisting of detailed Scope of Work, Eligibility Criteria and other Project details etc. can be sent/issued to interested parties on receipt of a written request from them along with contact details to Chandigarh office of Feedback Ventures Pvt. Ltd. along with a non-refundable Demand Draft of Rs. 5000/- (Rupees Five Thousand only) or US\$110 (US\$ One hundred ten only) as processing fee in favour of 'Punjab Infrastructure Development Board' payable at Chandigarh. Interested bidders may submit their proposals to the office of Punjab Infrastructure Development Board (PIDB) at the address mentioned below, on or before 7th January 2009 (by 1600 hrs). A pre-bid meeting would be held in the Conference Room of PIDB at Chandigarh on 12th December 2008 at 3:00 pm.

PIDB reserves the right to accept or reject any application and to annul the process at any time, without any liability and assigning any reason thereof.

For further information, please contact:

A D S Virk / Sumit Chhabra FEEDBACK VENTURES PVT. LTD. SCO 13-15, 3 rd Floor, Sector 34 A, Chandigarh. Telefax: 0172 5074846/7 Cell No: +91 9876266688/ 9876641290 Email: fvpl.chd@gmail.com	Managing Director, PIDB SCO 89-90, Sector 34 A Chandigarh 160022 Phone: +91 172 2665410 Fax: 2665596 Email: mdpidb@glide.net.in	Chief Administrator, GMADA PUDA Bhawan Sector 62, SAS Nagar, Mohali Phone: +91 172 5090426
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2091/26547
11/12/02

December 15, 2008

Dr. S S Sandhu, IAS
Managing Director
PIDB

Mr. Vivek Pratap Singh
Chief Administrator
GMATA

Mr. Mandeep Singh, IAS
Director
Department of Transport, Govt

Mr. G P S Mann
Chief General Manager
PIDB

Mr. Gagan Anand
Chief Legal Advisor
PIDB

Subject: Development of Bus Terminal cum Commercial Complex at Mohali

Dear Sirs,

With reference to the pre-bid meeting held on 12th December 2008 for the captioned project, please find enclosed herewith the queries raised by the bidders (Annexure-A).

A meeting is scheduled to be held on 16th December 2008 at 12.45 pm in the conference room of PIDB, to discuss and finalise the clarifications to the queries raised by the prospective bidders. We would request you to kindly make it convenient to attend the same.

Thanks & Regards

For Feedback Ventures Pvt Ltd

Sumit Chhabra
Sr. Manager

CTP on 7th 11/12/08 CA 15/12
AGM (BOD)
K. S. M.
M. S. M.
Diary
GMATA, Mohali
0065-15/12/08

-179-

TATA REALTY AND INFRASTRUCTURE LIMITED

D/20T

Development of Bus Terminal-cum-Commercial complex at Mohali

Queries on RFP document for the prebid meeting to be held on 12 Dec 08 ✓

	Reference	Comments/suggestions
1		Could we develop the commercial facilities on top of the bus terminal facilities? Do we also have the option of developing both bus terminal and the commercial facilities in the same level
2	Sec I: Page 19: Clause 4.5.2	Sec II clause 7.2 a, and 4.1.b conflicts with Sec I: Clause 4.5.2, where it indicates that the project site would be made available to the Concessionaire "as is where basis". Pls clarify.
3	Sec I: Page 5. Clause 2.1.3	Will any other bus terminal or the existing smaller terminal in the city would be developed in future? would be preferred bidder get Right of First Refusal in such a case? What are the safeguards against bus operators using any other terminals/parking yard to avoid non payment of the proposed adda & night parking fees.
4	Sec I: Page 6. clause 2.1.9	Requested to provide the traffic data and the proposed passenger foot fall per day the project should cater to?
5	Sec I: Page 5. Clause 2.1.4 D	Any viability services has been undertaken to substantiate helipad services in the project? Is it mandatory to provide the helipad services in the event it is proving to be unviable?
6	Sec I: Clause 2.5.2	Site Security: Apart from the statutory clearances listed in 2.5.2, what would be any other clearances required especially in terms of security. If so, please indicate the list of security systems.
7	Sec I: Page 11. Clause 2.7.1 Page 13. Clause 3.4.5	Whether a single bidder can bring in an investor/FDI to take equity holding in the project after the award of the project
8	Sec I: Page 18. Clause 4.3.9	Whether the bidders need to enclose signed copies of RFP as with all the three sets viz One "Original" and Two "Copies"

5 Kms.
radius.
PB.Eo's fare
1700 Per day

DCCA.

Executive
Summary must
with RFP
document.

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9	Sec I: Page 19. Clause 4.4.2	For Network and other calculations, incase of a foreign member, what would be currency conversion rate?
10	Sec I: Page 20. Clause 4.8.1	As the RFP document does not provide Traffic analysis, Soil reports, legal due diligence, we require atleast One Month extension on the bid submission date in view of the intervening holidays.
11	Sec I: Page 22. Clause 4.12.3	Please list the values, item wise to be considered for payment of Registration and stamp duty. Please list the other "incidental" charges as envisaged for this project.
12	Sec I: Page 18. Clause 4.3.6 & 7	Can the signature of the "authorised signatory" be facsimiled?
13	Sec II: Clause 8.6 b, c & d	Concessionaire's representative: Pls delete this clause as it would drastically impact the operational issues
14	Sec II: Schdule XI, XII. Page 79,80	The preferred bidder is responsible for design, build, market and operate and maintain the Commercial Complex. We would not be able to attract tenants if the facilities are not well maintained. As the annual lease rental is already committed to the concessioning authority we do not foresee the reason for O&M performance Security for Commercial Complex. Request this clause either be removed or reduced.
15	Sec II: Schdule XI, XII. Page 79,80	Requested to reduce the O&M Performance Security for Bus Terminal to Rs 2 Crores.
16	Sec II: Schdule XI, XII. Page 79,80	Requested to reduce the Construction Performance security to Rs 5 Crores.
17	Sec III: Schedule IV: Page 20	Enquiry/Reservation counter: to be maintained by respective Bus Operator and as such this is not within the functional role of the concessionaire. Hence this clause be removed from Performance standards.

CR 8
3-1
CR CR

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C & C CONSTRUCTIONS LIMITED

Plot No. 70, Institutional Sector - 32, Gurgaon-122 001 (Haryana) INDIA

Ph.: 0124-4536666 Fax : 0124-4536799

E-mail : candc@candcinfrastructure.com

Website : www.candcinfrastructure.com

December 13, 2008

The Managing Director,

Punjab Infrastructure Development Board (PIDB),

SCO 89-90, Sector -34A, Chandigarh - 160022

Kind Attn.: Dr. Sukhbir Singh Sandhu, IAS.

Sub: Development of Bus Terminal cum Commercial Complex at Mohali.

Dear Sir,

We thank you very much for giving patient hearing in spite of your busy schedule during my visit to Chandigarh on 12th Dec-08. Sir, we are one of the prospective bidder for Development of Bus Terminal cum Commercial Complex at Mohali. As it was explained personally the eligibility criteria is mentioned in RFP document is limiting the company with experience in Building Sector whereas in previous all the tenders including Development of Multilevel Car Parking at Bhatinda experience of Infrastructure Development has been considered. As discussed during pre-bid meeting we would request you to consider the project experience of infrastructure development as the department has been considering in all previous tenders.

Secondly, the net worth criteria for pre qualification set by PIDB may also be considered for review. Looking to the scope of development the total cost is estimated to Rs.250.00 Cr. (approx.). For development of a project to the tune of Rs. 250.00 Cr. net worth of Rs. 500.00 Cr. may not be required, it seems that there is scope of reduction of the net worth criteria and it can certainly be brought down to Rs.300.00 Cr.

We shall be highly obliged our request for review of pre-qualification criteria is considered and amended.

Thanking you and assuring best of our services at all the times.

Truly yours,

For C&C Constructions Limited,

S. K. MISHRA

Head - Business Development

Regd. Office G-11, Hemkunt Chamber, Nehru Place, New Delhi-110 019 INDIA

FEEDBACK VENTURES

Making Entrepreneurship Happen

Feedback Ventures Private Limited
Third Floor, SCO 13 to 15, Sector 34 A
Gurgaon 160 022
Tel: (0172) 507 4846 Fax: (0172) 507 4847
Email: inquiries@feedbackventures.com

www.feedbackventures.com

17th December, 2008

Center Diary
GMADA, Mohali

No. 27156 Dt. 19/12/08

Old Archival No. 9592
Dairy No. 19-12-08
Sd/-

Managing Director,
PIDB

Chief Administrator,
GMADA

Addl. Chief Administrator,
GMADA

Chief Town Planner,
Punjab

Chief Town Planner,
GMADA

Chief General Manager,
PIDB

Chief Legal Advisor,
PIDB

Technical Advisor,
PIDB

Executive Asstt. Director (O&M),
PUNBUS

C.A.
18/12

CTP/am

Meeting attended
jointly with
ACM

ACM

19/12

Subject: Development of Mohali Bus Terminal cum Commercial Complex at Mohali on PPP Basis.

Dear Sirs,

With reference to the captioned subject, please find enclosed herewith the Minutes of the Sectoral Sub Committee (SSC) meeting held on 16th December, 2008 in the Conference Room of PIDB.

Thanks & Regards

for Feedback Ventures Pvt. Ltd.

[Signature]
A.S. Virk
General Manager

ਮੁੱਖ ਨਗਰ ਵਿਕਾਸ
ਕਮਿਟੀ, ਸੈਕਟਰ 34A, ਗੁਰਗਾਹ
ਫਾਈਲ ਨੰ. 9153/27156
ਮਿਤੀ 19/12/08

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MINUTES OF MEETING HELD ON 16th DECEMBER 2008 AT 12.45 P.M. REGARDING THE DEVELOPMENT OF MOHALI BUS TERMINAL CUM COMMERCIAL COMPLEX AT MOHALI ON PPP BASIS UNDER THE CHAIRMANSHIP OF MANAGING DIRECTOR, PIDB

Present

Mr. Balwinder Singh Multani,
ACA, GMADA

Mr. Rajindra Sharma,
CTP Punjab

Mr. K.K. Kaul,
CTP, GMADA

Mr GPS Mann
CGM, PIDB

Mr Gagan Anand
CLA, PIDB

Mr. C.L. Kamboj,
Executive Asst. Director (O&M), PUNBUS

Mr ADS Virk
GM, Feedback Ventures Pvt. Ltd (FVPL).

Mr Sumit Chhabra
Sr Manager, Feedback Ventures Pvt. Ltd.

Ms. Reena Singh
Legal Advisor, Feedback Ventures Pvt. Ltd.

The SSC meeting was held to discuss and finalize the queries raised by the bidder/s during the Pre-Bid Meeting. The clarification to the queries as discussed and finalized by the committee are enclosed as Addendum-I.

184 DEVELOPMENT OF BUS TERMINAL-CUM-COMMERCIAL COMPLEX AT MOHALI UNDER PPP FORMAT

Clarifications to the Pre-Bid Queries

ADDENDUM-1

Sr. No.	Reference	Queries	Clarification
1.	Sec 1: Page 5. Clause 2.1.3	<p>(a) Will any other bus terminal or the existing smaller terminal in the city would be developed in future? Would be preferred bidder get Right of First Refusal in such a case?</p> <p>(b) What are the safeguards against bus operators using any other terminals/ parking yard to avoid non payments of the proposed adda & night parking fees.</p>	<p>(a) The existing Bus Terminal at Mohali will be abandoned after the operationalization of the new Bus Terminal (the Project). In case Government plan to develop a new bus terminal facility on PPP format within the radius of 5 km (ariel radius) during the first 20 years of the Concession Period, the Concessionaire would have "Right of First Refusal" in such case.</p> <p>(b) Department of Transport/PUNBUS (Confirming Authority-1) would issue a Gazette Notification regarding the levy & increase of Adda Fee on buses from time to time and imposing requirement on all buses to halt at the project bus terminal during journey enroute the Bus Terminal.</p>
2.	Sec 1: Page 22. Clause 4.12.3	Please list the values, item wise to be considered for payment of Registration and stamp duty. Please list the other "incidental" charges as envisaged for this project.	As per para 7 of Schedule XVII of Section-III of RFP document, the Concessionaire shall pay to the lessor an annual rent of Rs 1.0 as lease rental, which shall be paid as an advance lease rental in single lumpsum payment of Rs 90. Therefore, the Concessionaire has to pay the applicable Stamp Duty & Registration Charges on the lease amount mentioned above. It is also mentioned here that the Concessionaire shall NOT be liable to pay any charges in respect of Change in Landuse (CLU), External Development Charges (EDC) and License Fee.

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Sr. No.	Reference	Queries	Clarification
3.	Sec I: Page 11. Clause 2.7.1 Page 13. Clause 3.4.5	Whether a single bidder can bring in an investor /FDI to take equity holding in the project after the award of the project.	Individual Bidder would be permitted to form a Special Purpose Company (SPC) registered in India for the implementation of the Project Facility, pursuant to issuance of Notice of Award. For details on equity requirements, please refer Appendix-1 and Appendix-2 enclosed herewith.
4.		(a) Could we develop the commercial facilities on top of the bus terminal facilities? (b) Do we also have the option of developing both bus terminal and the commercial facilities in the same level.	(a) Yes. (b) Yes, both the facilities could be developed in the same level. However, as per provisions of the RFP document, certain minimum design parameters for Bus Terminal & related passenger amenities/facilities (refer Schedule-I & Schedule-II of Section-III of RFP) has been defined and Concessionaire has ensure to design & develop the same in a such a manner that components of the Bus Terminal are functional in nature.
5.	Sec II: Schedule XI, XII. Page 79, 80	The preferred bidder is responsible for design, build, market and operate and maintain the Commercial Complex. We would not be able to attract tenants if the facilities are not well maintained. As the annual lease rental is already committed to the Concessioning authority we do not foresee the reason for O&M performance Security for Commercial Complex. Request this clause either be removed or reduced.	The Value of Performance Securities as mentioned in Schedule-X of Section III of RFP document has been amended as under: Construction Performance Security - Rs 8 Crores (Rupees Eight Crores only) O&M Performance Security (for Bus Terminal) - Rs 3 Crores (Rupees Three Crores only) O&M Performance Security (for Commercial Complex) - Rs 1 Crores (Rupees One Crore only) Remaining terms of the Schedule-XII of Section III of RFP document would remain as it.
6.	Sec I: Page 18.	Can the signature of the "authorized	No

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Sr. No.	Reference	Queries	Clarification
	Clause 2.1.4 D	to substantiate helipad services in the project? Is it mandatory to provide the helipad services in the event it is proving to be unviable?	clause in case the concerned Competent Authority does not give clearance/approval for Helipad facility, for reasons not attributable to the Concessionaire, the same shall not be considered as Event of Default of the Concessionaire.
12.	Sec I:Page 18. Clause 4.3.9	Whether the bidders need to enclose signed copies of RFP as with all the three sets viz One "Original" and Two "Copies".	Bidder should enclose the signed copy of RFP document & its Addendum/s issued subsequently alongwith 'Original' copy of its proposal.
13.	Sec I:Page 19. Clause 4.4.2	For Networth and other calculations, incase of a foreign member, what would be currency conversion rate?	For calculations of Networth for assessing the eligibility of the bidder, the currency conversion rate as on 31 st March 2008 shall be considered.
14.	Sec I:Page 20. Clause 4.8.1	As the RFP document does not provide Traffic analysis, Soil reports, legal due diligence, we require at least One Month extension on the bid submission date in view of the intervening holidays.	No Change
15.	Sec II Clause 8.6 b,c &d	Concessionaire's Representative: Pls delete this clause as it would drastically impact the operational issues	No Change.
16.	Sec II: Schedule XI, XII: Page 79, 80	Requested to reduce the Construction Performance security to Rs. 5 Crores.	<p>The Value of Performance Securities as mentioned in Schedule-XII of Section III of RFP document has been amended as under:</p> <p>Construction Performance Security - Rs 8 Crores (Rupees Eight Crores only)</p> <p>O&M Performance Security (for Bus Terminal) - Rs 3 Crores (Rupees Three Crores only)</p> <p>O&M Performance Security (for Commercial Complex) - Rs 1 Crores (Rupees One Crore only)</p> <p>Remaining terms of the Schedule-XII of Section III of RFP document</p>

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Sr. No.	Reference	Queries	Clarification
7.	Clause 4.3.6 & 7 Sec I: Clause 2.5.2	signatory" be facsimiled? Site Security: Apart from the statutory clearances listed in 2.5.2, what would be any other clearances required especially in terms of security? If so, please indicate the list of security systems.	Concessionaire has to provide the adequate security system/s as per the provisions of the RFP document or as per applicable regulations/byelaws etc for proper security & safety of public at large as well as the Project Facility.
8.	Sec II: Schedule XI, XII. Page 79, 80	Requested to reduce the O&M Performance Security for Bus Terminal to Rs. 2 Crores.	The Value of Performance Securities as mentioned in Schedule-XI of Section III of RFP document has been amended as under: Construction Performance Security - Rs 8 Crores (Rupees Eight Crores only) O&M Performance Security (for Bus Terminal) - Rs 3 Crores (Rupees Three Crores only) O&M Performance Security (for Commercial Complex) - Rs 1 Crore (Rupees One Crore only) Remaining terms of the Schedule-XII of Section III of RFP document would remain as it.
9.	Sec I: Page 19: Clause 4.5.2	Sec II clause 7.2.a, and 4.1.b conflicts with Sec I: Clause 4.5.2, where it indicates that the project site would be made available to the Concessionaire "as is where basis". Pls clarify.	The Project Site shall be handed over to the Concessionaire along with all easementary rights, free from encumbrances.
10.	Sec I: page 6. Clause 2.1.9	Requested to provide the traffic data and the proposed passenger foot fall per day the project should cater to?	The number potential bus trips to the proposed Bus Terminal in the year 1938. However, the number of bus trips will grow in future as the Government of Punjab is putting more buses on road including 'Conditioned' Buses. The footfall in the proposed facility will depend upon the development envisaged by the Concessionaire.
11.	Sec I: Page 5.	Any viability services has been undertaken	Refer to clause 2.1.4 (D) (Section -I) of RFP document. As per

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Sr. No.	Reference	Queries	Clarification
17.	Sec III: Schedule IV: Page 20	Enquiry/Reservation counter: to be maintained by respective Bus Operator and as such this is not within the functional role of the concessionaire. Hence this clause be removed from Performance standards.	would remain as it. It is being clarified here that the Operation of the Bus Terminal regarding scheduling of buses, ticketing and reservation counters should be responsibility of the Department of Transport/PUNBUS. However, the Concessionaire has to provide the requisite infrastructure & facilities/amenities etc. for the operation of the bus terminal and maintain the same.
18.		Requested to include experience in construction of Infrastructure projects also to be considered at par with experience in building construction, while considering eligibility.	The Clause 3.2.3 (a) has been amended as under: <i>Experience in Construction of Passenger Terminals / Parking-cum-Commercial Complex/ Shopping Malls/ Hotels/ Resorts/ Group Housing/ Infrastructure projects like highways, flyovers, bridges, pipelines, ports & airports.</i> It is being clarified here that the rest of the Minimum Eligibility Criteria shall remain the same.
19.		The criteria of High Networth of Rs 500 crores shall be reduced to 300 Cr.	No Change.
20.	Schedule X: Section-III, Page 75	Upfront Consideration	6 th Installment shall be paid by the Concessionaire on the date of completion of 30 (thirty) months from the Proposal Acceptance Date instead of 36 months
21.	Schedule XVII: Section - III, Page 106	PROJECT SITE LEASE DEED	The Point No 15(b) shall be read as: That it shall transfer the ground floor or any other level/floor of the facility consisting of Bus Terminal and the related passenger amenities after the expiry of 20(twenty) years.

- 188 -

Sr. No.	Reference	Queries	Clarification
17.	Sec III: Schedule IV: Page 20	Enquiry/Reservation counter: to be maintained by respective Bus Operator and as such this is not within the functional role of the concessionaire. Hence this clause be removed from Performance standards.	would remain as it. It is being clarified here that the Operation of the Bus Terminal regarding scheduling of buses, ticketing and reservation counters should be responsibility of the Department of Transport/PUNBUS. However, the Concessionaire has to provide the requisite infrastructure & facilities/amenities etc. for the operation of the bus terminal and maintain the same.
18.		Requested to include experience in construction of Infrastructure projects also to be considered at par with experience in building construction, while considering eligibility.	The Clause 3.2.3 (a) has been amended as under: <i>Experience in Construction of Passenger Terminals / Parking-cum-Commercial Complex/ Shopping Malls/ Hotels/ Resorts/ Group Housing/ Infrastructure projects like highways, flyovers, bridges, pipelines, ports & airports.</i> It is being clarified here that the rest of the Minimum Eligibility Criteria shall remain the same.
19.		The criteria of High Networth of Rs 500 crores shall be reduced to 300 Cr.	No Change.
20.	Schedule - X: Section-III, Page 75	Upfront Consideration	6 th Installment shall be paid by the Concessionaire on the date of completion of 30 (thirty) months from the Proposal Acceptance Date instead of 36 months
21.	Schedule - XVII: Section - III, Page 106	PROJECT SITE LEASE DEED	The Point No 15(b) shall be read as: That it shall transfer the ground floor or any other level/floor of the facility consisting of Bus Terminal and the related passenger amenities after the expiry of 20(twenty) years.

Article 8.2 (Minimum Equity Requirements of Section-II draft Concession Agreement) to be read as follows:

8.2 Minimum Equity requirements

- a. The aggregate shareholding of the Consortium Members (in case of Consortium) or Associates (in case of Individual Bidder) in the issued and paid up equity share capital of the Concessionaire shall be not less than:
 - (i) 51% till issuance of Construction Completion Certificate - II
 - (ii) 26% during the Operation and Maintenance Phase, till the Project Transfer Date/ issuance of Concession Agreement Completion Certificate.
- b. In addition to the above obligations, the lead member of the Consortium i.e., ----- shall maintain a minimum equity component of 26% in the stipulated issued and paid up equity share capital of the Concessionaire as specified under Article 8.2(a)(i) and Article 8.2(a)(ii) respectively.
- c. At no stage shall any change in the Equity Components/ shareholding patterns be made by the Consortium Members or by any of the Associates without obtaining prior approval from PIDB. On an application made for the purpose, PIDB may permit the change of Equity Components/ shareholding patterns, provided PIDB is satisfied that the proposed changes shall be in the interest of the implementation of the Project in future and would not be detrimental to any of the rights or interests of the Concessioneing Authority and any of the Confirming Authorities. However, no such change in the Equity Components/ shareholding pattern shall be permitted by PIDB, which would make the Consortium Members or Associates or the Concessionaire non-compliant with Articles 8.2(a) and 8.2(b) above.
- d. In case any such change in composition of Consortium has been agreed upon, the modified Consortium would be required to submit a revised Memorandum of Understanding to the Concessioneing Authority and/ or the Confirming Authorities.

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Appendix-II

Clause 3.4 (Proposal Submitted by a Consortium/Unincorporated JV/Partnership Firm) of Section-I of the RFP Document to be read as follows:

- 3.4.1 There can be a maximum of 3 (Three) members in a Consortium / Joint Venture (JV).
- 3.4.2 The Consortium/ JV as a whole must satisfy both the Technical and Financial capability requirements given in Clause 3.2.3.
- 3.4.3 Each consortium must specify the proposed equity shareholding and nominate a Lead Member of the Consortium. This shall be enshrined in the Memorandum of Agreement (MoA) signed by all Consortium members and submitted along with this bid/ proposal.
- 3.4.4 Any material changes in the membership of a Bidder will be rejected by GMADA. Proposals submitted by a Consortium must provide a written agreement (Memorandum of Agreement) to be signed by each member in that Consortium and also, on their respective company Letter-head duly signed by the authorized signatory of the company which describes the responsibilities and equity commitments of that member in the Consortium. One of the Consortium members would be required to be nominated as Lead Member.
- 3.4.5 The Consortium/ Joint Venture shall, inter alias form a Special Purpose Company (SPC) registered in India for the implementation of the Project. SPC shall be formed after issuance and acceptance of Notice of Award within 30 (thirty) days preceding Agreement signing. The SPC would enter into the Agreement and subsequently carry out all the responsibilities of the Successful Bidder and undertake the Project as stipulated in the Agreement. The proposed shareholding of the members of the Consortium in the SPC must be in compliance with the criteria specified in the RFP. However, the membership structure of the Bidder shall not be changed by the Bidder without GMADA's prior written approval. The aggregate equity share holding of the members/ partners of the Consortium in the issued and paid up equity share capital of the SPC shall not be less than (i) 51% (Hundred per cent) till issuance of Construction Completion Certificate - II, (ii) 26% (Fifty One per cent) during the Operations & Maintenance Period thereafter.
- 3.4.6 In addition to the above obligations, the Lead Member of the Consortium shall maintain a minimum equity component of at least 26% till issuance of Construction Completion Certificate - II and 26% during the Operations & Maintenance Period thereafter, in the SPC so formed under this clause..
- 3.4.7 Members of the Consortium/ JV shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Concession Agreement and a statement to this effect shall be included in the Memorandum of Agreement (MoA) mentioned under Clause 3.4.4 above, as well as in the Proposal and in the Agreement. GMADA/ PIDB may require such documents / undertakings/ indemnities as it may deem fit from consortium members before or at the time of issuance of Notice of Award/ signing of Agreement.

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- 3.4.8 The Lead member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the SPC. Such Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with GMADA/ DoT. Unless specifically advised to the contrary, GMADA/ DoT will assume that the person (s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Company or the Consortium as the case maybe. Any and all limitations on the authority of the designated person (s) should be detailed in the Proposal.
- 3.4.9 Bidders who have used the Net Worth and/ or Technical Support/ Expertise of their Holding / Parent Company to satisfy the minimum Eligibility Criteria as mentioned in the EOI, shall be required to furnish a Letter of Guarantee from their Holding / Parent Company (including an irrevocable Board Resolution from such Holding/ Parent Company) pledging their Financial strength and Technical support and their expertise towards the development of the Project, apart from authorizing the said Bidder to take part in the Bidding Process. Failure to furnish such irrevocable Letter of Guarantee (accompanied by a Board Resolution) from the Holding / Parent Company by the Bidder alongwith their Proposal may entail automatic disqualification of their proposals by GMADA/ PIDB.
- 3.4.10 Each member of the Consortium shall submit a signed letter (on the company's Letter Head) with the Proposal, which states that, the said member:
- (a) has reviewed the entire Proposal.
 - (b) is in accord with each key element of the Proposal, including, but not limited to, its technical and price components, description of the member's responsibilities and commitments to the Project, and the designated person(s) who will represent the Consortium during the negotiation process. Any substantive exception or caveat should be addressed in the enclosed letter.
 - (c) has participated in only one Proposal for this Project.
 - (d) each of the Consortium members will be jointly and severally liable to GMADA/ DoT.
- 3.4.11 All pertinent information that may affect the performance of the responsibilities of any Consortium member - such as ongoing litigation, financial distress, or any other such matter - must be disclosed.

14-JAN-2009 01:20

FEEDBACK VENTURES

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P. 01

FEEDBACK VENTURES

Making Infrastructure Happen

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Chandigarh 160 022
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January 14, 2009

Mr. Vivek Pratap Singh, IAS
Chief Administrator
GMADA

Mr. Mandeep Singh, IAS
Director
Department of Transport
GoP

Mr. G P S Mann
Chief General Manager
PIDB

Mr. Gagan Anand
Chief Legal Advisor
PIDB

Subject: Development of Mohali Bus Terminal-cum-Commercial Complex on DBOT format

Dear Sirs,

With reference to the captioned subject, we would like to inform you that the Technical Proposals, of the prospective bidders, would be opened on January 14, 2009 at 1630 hrs in the conference room of PIDB at Chandigarh.

We request you to kindly make it convenient to attend the same

Thanks & Regards

for Feedback Ventures Pvt Ltd


Gagan Anand
Legal Advisor

ACA to attend.
✓

C.A.
14-1-09

ACA

✓ GM (P&I)

Pl. send the file to
ACA & attend the
meeting.

ACM

14/1

5. Development, operation and maintenance of Bus Terminal cum Commercial Complex at Mohali on PPP mode: Ex-post facto approval of the additional mandate of 12

1. Based on the mandate received from GMADA and the approval accorded by the Executive Committee in its 72nd meeting with regards to mandating the project, the project development activities for the project were assigned to M/s Feedback Ventures Pvt. Ltd with a timeline of 6 (six) months.
2. Vide reference dated 22.12.2008 (page 65), request for additional mandate of 12 (twelve) months for the project development / implementation activities carried out during the 1st stage bidding process and being carried out during the re-bidding process for the project was received from M/s Feedback Ventures Pvt. Ltd-the concerned Project Developer for the project.
3. The request was examined in view of the rigorous exercise carried out by the Project Developer in terms of coordinating with various quarters concerning the project, lot of marketing efforts carried out during the earlier bidding process and being carried out during the 2nd / rebidding process for ensuring implementation of the project on PPP basis mode.
4. Executive Committee may recall that during the earlier bidding process, M/s Akruti City Limited, Mumbai was selected as the H1 bidder for the project with an upfront bid amount of Rs. 201 crores. However, the bidder backed out from the project and bidding process has been initiated again.

Under the re-bidding process, the RFP and the clarifications issued to the bidders stands approved by the EC in its 83rd meeting held on 29.12.2008. The last date of receipt of bids for the project is 07.01.2009.

5. Keeping into consideration the position brought out in para 3, an additional mandate of 12 (twelve) months has been issued to M/s Feedback Ventures Pvt. Ltd vide this office reference PIDB/CGM/09/08, dated 01.01.2009 (page 66).
6. Executive Committee may kindly take note of status of the project and accord ex-post facto approval to the mandate of 12 (twelve) months issued to M/s Feedback Ventures Pvt. Ltd., as discussed in para 3 and 4, above.

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Email: inquiries@feedbackventures.com

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December 22, 2008

✓ Mr. G P S. Mann,
Chief General Manager,
PIDB.

on file
23/12
✓
done

Sub: Development of Mohali Bus Terminal cum Commercial Complex under PPP format.

Ref: Our letters dated 13th August 2008 & 25th September 2007

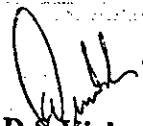
Dear Sir Mann,

With reference to the captioned subject, we would like to apprise you that, we have carried out the activities related to Phase-1 bidding process. We have been mandated only 6 months of timeline for this project instead of 12 months. As you are aware of we had also worked for Bus Terminal Projects at Bhatinda & Moga without any timelines. At the moment, we are carrying out Phase-2 bidding process for the captioned project.

We request you to issue us timeline of 12 months, which also includes remaining 6 months for the Phase-1 bidding process.

Thanks & Regards,

for Feedback Ventures (P) Ltd.


A D S Virk
General Manager

Pb. Infrastructure Dev. Board

Date 23/12/08



Ref. No. PIDB/CGM/09/....2.....
Dated: 01.01.2009

Mr. Anil Gandhi,
Vice-President,
M/s. Feedback Ventures (P) Ltd.
Chandigarh.


Sub: Development of Mohali Bus Terminal cum Commercial Complex under PPP format.

This is with reference to your request dated 22.12.2008 and similar previous requests made by your office regarding extension in the mandate of six months given by this office vide mandate letter with ref. no: PIDB/CGM/07/5823, dated: 24/09/2007.

Your requests have been considered and you are hereby given an additional mandate of 12 (twelve) months to carry out the project development activities for the project mentioned above. This extension includes the time frame for carrying out the project development activities relating to rebidding of the project and for the previous mandate also.

You are requested to forward us the PERT chart for carrying out the project development activities relating to rebidding of the project by 02.01.2009 positively.

o/c


Chief General Manager
For Managing Director

Endst. No. PIDB/CGM/09/..9...!!

Dated.../.../01/2009

1. The Principal Secretary, Department of Transport for information.
2. The Chief Administrator, GMADA for information.
3. Asst. General Manager (F&A), PIDB for kind information.

PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD

Board, meeting of which is scheduled to be held on 03.02.2009, for consideration and decision.

4. **Development , operation and maintenance of Bus Terminal cum Commercial Complex at Mohali on PPP mode : Award of Work.**

CA, GMADA conveyed no objection on behalf of GMADA for awarding the project to M/s C&C Construction Limited at their quoted Upfront Concession fee of Rs. 57.00 crores against the reserve price of Rs. 52.00 cr.. After detailed discussions, EC desired to place the matter before the Board, meeting of which is scheduled to be held on 03.02.2009, for consideration and decision.

5. **Setting up of a Greenfield International Airport at Ludhiana through Unsolicited Proposal route : Representation of M/s Fraport**

EC desired to place the matter before the Board in its meeting scheduled to be held on 03.02.2009 for consideration and decision.

6. **Fast Food Counters at Morinda, Khattarkhala and Kurali : Addendum & Clarifications issued to Bidders**

EC noted the status of the project and approved clarifications issued to the bidders. EC also ratified the steps taken for implementation of the projects.

7. **Implementation of Tourism Master Plan by UNWTO : Financial sanction of Rs. 3.47 crores**

EC desired to place the matter before the Board in its meeting scheduled to be held on 03.02.2009 for consideration and decision.

4. Development, operation and maintenance of Bus Terminal cum Commercial complex at Mohali on PP mode: Award of Work

1. Based on the mandate received from GMADA and the approval accorded by the Executive Committee in its 72nd meeting, the project development activities for the project were assigned to M/s Feedback Ventures Pvt. Ltd.
2. During the earlier bidding process, M/s Akruti City Limited, Mumbai was selected as the H1 bidder for the project with an upfront bid amount of Rs. 201 crores, however the bidder backed out from the project and rebidding process was initiated.
3. Re-bidding of the project with the amended Request for Proposal (RFP) document was approved by the Executive Committee in its 81st meeting held on 08.10.2008. Notice inviting proposal advertisement with last date of receipt of bids as 07.01.2009 was published on 28.11.2008 and 2nd/3rd December 2008. Repeat advertisements were published on 18.12.2008, 25.12.2008. Pre-bid meeting was held on 12.12.2008. Clarifications issued to the bidders stands approved by the EC in its 83rd meeting held on 29.12.2008. Based on the requests received from prospective bidders, last date of receipt of bid was extended from 07.01.2009 to 14.01.2009. It may be mentioned that EC in its 81st meeting had decided to keep Rs. 52.00 crores as the reserve price.
4. By 14.01.2009- the last date for receipt of bids, two bids were received i.e one each from (i) M/s Delanco Real Estate Pvt. Ltd. and Paliwal Developers Ltd and (ii) M/s C&C Construction Ltd. Technical bids were opened on 14.01.2009 in the presence of the representative of bidders, officials representing GMADA and PIDB. The Technical Evaluation of the bids was carried out by M/s FVPL-the concerned Project Developer for the project. Based on the provisions contained in the RFP

documents, both bidders qualified the Technical Evaluation. The Technical Evaluation was placed before the Sectoral Sub Committee in its meeting held on 20.01.2009. SSC considered and approved the Technical Evaluation and approved opening of the financial bids. Based on the approval of the Sectoral Sub Committee, financial bids of the qualified bidders were opened on 20.01.2009. Following are the details of the financial bids submitted by the bidders:

(A) C&C Construction Ltd

- C&C submitted two envelopes. First envelope was named as "Financial Proposal" and the second one was named as the "Modification to the Financial Proposal".
- First the financial proposal was opened and it was found that the bidder quoted an amount of Rs. 52.50 cr. as the Upfront Consideration
- In the second envelope the bidder increased the amount from Rs. 52.50 cr. to Rs. 57.00 crore
- Hence, C&C construction Ltd. quoted an amount of Rs. 57 crores as the upfront

(B) Delanco Real Estate Pvt. Ltd and Paliwal Developer Ltd.

- Delanco Real Estate Pvt. Ltd and Paliwal Developer Ltd. also submitted two envelopes. First envelope was named as "Financial Proposal" and the second one was named as the "Modification to the Financial Proposal".
- First the financial proposal was opened and it was found that the bidder quoted an amount of Rs. 52.00 crores as the Upfront Consideration
- On opening of the second envelope i.e. modification in the financial proposal, it was found that though quoting the same figure, the condition of 15% increase after 3 years in 5% of

Upfront consideration of bid value over the previous concession fee is not acceptable to be bidder and hence the financial bid become conditional.

Summary of the status of financial bids submitted by bidders can be read as follows:-

Sr. No	Name of the Bidder	Original Financial Proposal (INR)	Modified Financial Proposal (INR)	Rank	Remarks
1	M/s Delanco Real Estate Pvt. Ltd. and Paliwal Developers Ltd	Rs. 52.00 crores	Rs. 52.00 crores However the condition of 15% increase after 3 years in 5% of Upfront consideration of bid value over the previous concession fee is not acceptable to be bidder	-	Conditional Bid
2	M/s. C&C Construction Ltd.	Rs. 52.50 crores	Rs. 57.00 crores	H1	-

Hence, SSC members adjudged C&C Construction Pvt. Ltd as the preferred bidder (i.e. H1 bidder) and it was decided that the matter may be placed before the EC of PIDB for approval. A copy of the proceedings of the Sectoral Sub Committee meeting held on 21.01.2009 is at pages 19 to 21.

5. Bidding parameter for the project is Upfront Consideration. Executive Committee in its 81st meeting held on 08.10.2008, while approving re-bidding of the project, fixed the reserve price of Rs. 52 crores for the project and approved the RFP with the following amendments:-

- (i) Upfront consideration amount shall be paid in 3 years (in 6 equal installments) by the successful bidder

- (ii) The enhancement in Annual Concession Fee (which is now equal to 5% of the Upfront Consideration) shall be @ 15% after every 3 years.

The quoted upfront of Rs. 57.00 crores will be received by GMADA within three years from the date of signing of Concession Agreement i.e. in 6 bi-annual equal installments of Rs. 9.50 crores. The Concession Period for the project is 90 years. During the Concession Period, GMADA is likely to receive revenue of Rs. 3445.00 crores (approximately), which includes Upfront bid amount and Annual Concession Fee.

6. Matter is placed before the Executive Committee:-

- (i) for taking note of the bid process carried management out for implementation of the project and ratification of the steps taken.
- (ii) to consider and decide issuance of award of work to M/s C&C Construction Ltd. at their- upfront fee of Rs. 57.00 crores against the reserve price of Rs. 52 crores.

✓ FEEDBACK VENTURES

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January 21, 2009

Dr. S S Sandhu, IAS
Managing Director
PIDB

Mr. Vivek Pratap Singh, IAS
CA, GMADA

Mr. Mandeep Singh, IAS
Director
Department of Transport, GoP.

Mr. Balwinder Singh, IAS
ACA, GMADA

✓ Mr. G P S Mann
Chief General Manager
PIDB

Mr. Gagan Anand
Chief Legal Advisor
PIDB

Mr. K K Kaul
CIP, GMADA

Er. C. L. Kamboj
Asst. Executive Director (O&M)
PUNBUS

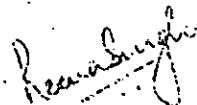
Subject: Development of Bus Terminal cum Commercial Complex at Mohali

Dear Sirs,

With reference to the captioned project, please find enclosed herewith the minutes of the SSC (Transport) meeting held on 20th January 2009.

Thanks & Regards

for Feedback Ventures Pvt Ltd


Reena Singh
Legal Advisor

For Info: Mr. Board
4/1/09
22-1-09

MINUTES OF THE SSC (TRANSPORT) MEETING HELD ON 20TH JANUARY 2009 IN THE
OFFICE OF PIDB

Present:

1. Mr. Balwinder Singh, IAS
ACA, GMADA
2. Mr. K K Kaul
CTP, GMADA
3. Mr. G P S Mann
Chief General Manager
PIDB
4. Er. C I Kamboj
Asst. Executive Director (O&M)
PUNBUS
5. Mr. Anil Gandhi
President
FVPL
6. Mr. A D S Virk
General Manager
FVPL
7. Ms. Reena Singh
Legal Advisor
FVPL

The following discussions were held during the meeting:

Discussions were held on the technical proposal evaluation report submitted by Feedback Ventures Pvt Ltd. Pursuant to detailed discussions the SSC members approved the opening of the Financial Proposals of the two bidders who submitted the Proposal.

The Financial Proposals were opened in presence of the representatives of the technically qualified bidders.

M/s C&C Construction Ltd had submitted two envelopes. First envelope was named as "Financial Proposal" and the second one was named as the "Modification to the Financial Proposal". First the Financial Proposal was opened and it was found that the bidder quoted an amount of Rs 52.50 Crores as the Upfront Consideration. However, in the second envelope the bidder increased the amount from Rs 52.50 Crores to Rs 57

Crores. Hence, C&C Construction Ltd quoted an amount of Rs 57 Crores as the Upfront Consideration.

After this, the Financial Proposal of the consortium of Delanco Real Estate Pvt Ltd & Paliwal Developers Ltd was opened. The bidder had also submitted two envelopes wherein one talked about the modification in the Financial Proposal. First the Financial Proposal was opened and it was found that the bidder has quoted an amount of Rs 52 Crores as Upfront Consideration. However, on opening of the second envelope i.e. modification in the Financial Proposal, it was found that though quoting the same figure, the condition of 15% increase after every 3 years in 5% of Upfront Consideration of bid value over the previous concession fee is not acceptable to the bidder and henceforth, made the Financial Proposal conditional.

Hence, SSC members adjudged C&C Construction Pvt Ltd as the preferred bidder (i.e. H1 bidder) and recommended for award of work. It was also decided that the matter may be placed before EC of PIDB for approval.

FEEDBACK VENTURES

Working Infrastructure Happen

M 2/687
2/21/09

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January 21, 2009

Dr. S S Sandhu, IAS
Managing Director
PIDB

Center Diary
GMADA, Mohali

No. 2903 Dt. 29/1/09

C.A

29-01-09

Mr. Vivek Pratap Singh, IAS
CA, GMADA

Mr. Mandeep Singh, IAS
Director
Department of Transport, GoP

C. A. GMADA
D. 292
Dt. 30-1-09

Mr. Balwinder Singh, IAS
ACA, GMADA

Mr. G P S Mann
Chief General Manager
PIDB

Mr. Gagan Anand
Chief Legal Advisor
PIDB

Mr. K K Kaul
CTP, GMADA

Mr. C L Kamboj
Asst. Executive Director (O&M)
PUNBUS

It refers to Project wing
P.A + CA -
30/1/09

AGM (Pos)

Reena
2/2/09

Reena

Subject: Development of Bus Terminal-cum-Commercial Complex at Mohali

Dear Sirs,

With reference to the captioned project, please find enclosed herewith the minutes of the SSC (Transport) meeting held on 20th January 2009.

Thanks & Regards

for Feedback Ventures Pvt Ltd

Reena Singh
Reena Singh
Legal Advisor

MINUTES OF THE SSC (TRANSPORT) MEETING HELD ON 20TH JANUARY 2009 IN THE OFFICE OF PIDB

Present:

1. Mr. Balwinder Singh, IAS
ACA, GMADA
2. Mr. K K Kaul
CTP, GMADA
3. Mr. G P S Mann
Chief General Manager
PIDB
4. Er. C L Kamboj
Asst. Executive Director (O&M)
PUNBUS
5. Mr. Anil Gandhi
President
FVPL
6. Mr. A D S Virk
General Manager
FVPL
7. Ms. Reena Singh
Legal Advisor
FVPL

The following discussions were held during the meeting:

Discussions were held on the technical proposal evaluation report submitted by Feedback Ventures Pvt Ltd. Pursuant to detailed discussions the SSC members approved the opening of the Financial Proposals of the two bidders who submitted the Proposal.

The Financial Proposals were opened in presence of the representatives of the technically qualified bidders.

M/s C&C Construction Ltd had submitted two envelopes. First envelope was named as "Financial Proposal" and the second one was named as the "Modification to the Financial Proposal". First the Financial Proposal was opened and it was found that the bidder quoted an amount of Rs 52.50 Crores as the Upfront Consideration. However, in the second envelope the bidder increased the amount from Rs 52.50 Crores to Rs 57

Crores. Hence, C&C Construction Ltd quoted an amount of Rs 57 Crores as the Upfront Consideration.

After this, the Financial Proposal of the consortium of Delanco Real Estate Pvt Ltd & Paliwal Developers Ltd was opened. The bidder had also submitted two envelopes wherein one talked about the modification in the Financial Proposal. First the Financial Proposal was opened and it was found that the bidder has quoted an amount of Rs 52 Crores as Upfront Consideration. However, on opening of the second envelope i.e. modification in the Financial Proposal, it was found that though quoting the same figure, the condition of 15% increase after every 3 years in 5% of Upfront Consideration of bid value over the previous concession fee is not acceptable to the bidder and henceforth, made the Financial Proposal conditional.

Hence, SSC members adjudged C&C Construction Pvt Ltd as the preferred bidder (i.e. H1 bidder) and recommended for award of work. It was also decided that the matter may be placed before EC of PIDB for approval.

ਮਨੁਸ਼ਗ - 2.

1. ਉਪ-ਮੁੱਖ ਮੰਤਰੀ, ਪੰਜਾਬ, ਗ੍ਰਹਿ ਮਾਮਲੇ ਅਤੇ ਖੇਡ ਮੰਤਰੀ, ਪੰਜਾਬ
2. ਸਥਾਨਕ ਸਰਕਾਰ ਤੇ ਉਦਯੋਗ ਅਤੇ ਵਣਜ ਮੰਤਰੀ, ਪੰਜਾਬ
3. ਵਿੱਤ ਮੰਤਰੀ, ਪੰਜਾਬ
4. ਡਾਕਟਰੀ ਸਿੱਖਿਆ ਅਤੇ ਖੋਜ ਮੰਤਰੀ, ਪੰਜਾਬ
5. ਸ਼ਹਿਰੀ ਹਵਾਬਾਜੀ ਮੰਤਰੀ, ਪੰਜਾਬ
6. ਸਿਹਤ ਤੇ ਪਰਿਵਾਰ ਭਲਾਈ, ਮੰਤਰੀ, ਪੰਜਾਬ
7. ਟਰਾਂਸਪੋਰਟ ਮੰਤਰੀ, ਪੰਜਾਬ
8. ਲੋਕ ਨਿਰਮਾਣ ਵਿਭਾਗ, ਮੰਤਰੀ, ਪੰਜਾਬ
9. ਤਕਨੀਕੀ ਸਿੱਖਿਆ ਅਤੇ ਸਨਅਤੀ ਸਿਖਲਾਈ, ਮੰਤਰੀ, ਪੰਜਾਬ
10. ਜੇਲ੍ਹ, ਸੈਰ-ਸਪਾਟਾ ਅਤੇ ਸਭਿਆਚਾਰਕ ਮਾਮਲੇ ਮੰਤਰੀ, ਪੰਜਾਬ
11. ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ
12. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਤਕਨੀਕੀ ਸਿੱਖਿਆ ਅਤੇ ਸਨਅਤੀ ਸਿਖਲਾਈ, ਪੰਜਾਬ
13. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਵਿੱਤ, ਪੰਜਾਬ
14. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਟਰਾਂਸਪੋਰਟ, ਪੰਜਾਬ
15. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਸੈਰ-ਸਪਾਟਾ, ਪੰਜਾਬ
16. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਡਾਕਟਰੀ ਸਿੱਖਿਆ ਅਤੇ ਖੋਜ, ਪੰਜਾਬ
17. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਗ੍ਰਹਿ ਮਾਮਲੇ ਅਤੇ ਨਿਆਂ, ਪੰਜਾਬ
18. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ/ਮੁੱਖ ਮੰਤਰੀ, ਪੰਜਾਬ
19. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਸਿਹਤ ਅਤੇ ਪਰਿਵਾਰ ਭਲਾਈ, ਪੰਜਾਬ
20. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਸਥਾਨਕ ਸਰਕਾਰ, ਪੰਜਾਬ
21. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਉਦਯੋਗ ਅਤੇ ਵਣਜ, ਪੰਜਾਬ
22. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਸਭਿਆਚਾਰਕ ਮਾਮਲੇ, ਪੰਜਾਬ
23. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਬਿਜਲੀ, ਪੰਜਾਬ
24. ਸਕੱਤਰ, ਮਕਾਨ ਅਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ, ਪੰਜਾਬ

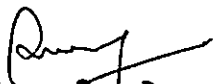
25. ਸਕੱਤਰ, ਸ਼ਹਿਰੀ ਹਵਾਬਾਜ਼ੀ, ਪੰਜਾਬ
26. ਸਕੱਤਰ, ਖੇਡ, ਪੰਜਾਬ
27. ਸਕੱਤਰ, ਲੋਕ ਨਿਰਮਾਣ ਵਿਭਾਗ, ਪੰਜਾਬ

ਤਕਨੀਕੀ ਮੈਂਬਰਜ਼

28. ਸ੍ਰੀ ਹਰਪਾਲ ਸਿੰਘ, ਚੇਅਰਮੈਨ, ਫੋਰਟਿਸ ਹੈਲਥ ਕੇਅਰ ਲਿਮਿਟਡ
29. ਸ੍ਰੀ ਪ੍ਰਿਥੀਪਾਲ ਸਿੰਘ, ਐਕਸ-ਚੇਅਰਮੈਨ ਅਤੇ ਐਮ.ਡੀ, ਬੀ.ਐਸ.ਐਨ.ਐਲ
30. ਸ੍ਰੀ ਐਸ.ਐਸ.ਕੋਹਲੀ, ਚੇਅਰਮੈਨ, ਆਈ.ਆਈ.ਐਫ.ਸੀ.ਐਲ

ਵਿਸ਼ਾ: ਪੰਜਾਬ ਰਾਜ ਬੁਨਿਆਦੀਢਾਂਚਾ ਵਿਕਾਸ ਬੋਰਡ ਦੀ 23ਵੀਂ ਮੀਟਿੰਗ ਵਿਚ ਲਏ ਫੈਸਲਿਆਂ ਦੀ ਕਾਪੀ।

ਪੰਜਾਬ ਬੁਨਿਆਦੀਢਾਂਚਾ ਵਿਕਾਸ ਬੋਰਡ ਦੀ ਮਿਤੀ 03.02.2009 ਨੂੰ ਸ਼ਾਮ 5:30 ਵਜੇ, ਮਾਨਯੋਗ ਮੁੱਖ ਮੰਤਰੀ ਪੰਜਾਬ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਕਮੇਟੀ ਰੂਮ, ਪੰਜਾਬ ਭਵਨ, ਸੈਕਟਰ-3, ਚੰਡੀਗੜ੍ਹ ਵਿਖੇ ਹੋਈ ਬੋਰਡ ਮੀਟਿੰਗ ਵਿੱਚ ਲਏ ਫੈਸਲਿਆਂ ਦੀ ਕਾਪੀ ਆਪ ਜੀ ਨੂੰ ਜਾਣਕਾਰੀ ਅਤੇ ਅਗਲੇਰੀ ਯੋਗ ਕਾਰਵਾਈ ਲਈ ਭੇਜੀ ਜਾਂਦੀ ਹੈ।


ਪ੍ਰਬੰਧਕ ਨਿਰਦੇਸ਼ਕ

ਉਪਰੋਕਤ ਦਾ ਉਤਾਰਾ ਨਿੱਜੀ ਸਕੱਤਰ, ਮੁੱਖ ਮੰਤਰੀ ਪੰਜਾਬ ਜੀ ਨੂੰ ਮਾਨਯੋਗ ਮੁੱਖ ਮੰਤਰੀ ਪੰਜਾਬ ਜੀ (ਜਿਹਨਾਂ ਕੋਲ ਬਿਜਲੀ, ਮਕਾਨ ਅਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਦਾ ਚਾਰਜ ਵੀ ਹੈ) ਦੀ ਸੂਚਨਾ ਹਿੱਤ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

ਮਾਨਯੋਗ ਮੁੱਖ ਮੰਤਰੀ ਪੰਜਾਬ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਮਿਤੀ 03.02.2009 ਨੂੰ ਸ਼ਾਮ 05:30 ਵਜੇ ਕਮੇਟੀ ਰੂਮ, ਪੰਜਾਬ ਭਵਨ, ਸੈਕਟਰ 3, ਚੰਡੀਗੜ੍ਹ ਵਿੱਖੇ ਹੋਈ ਪੀ.ਆਈ.ਡੀ.ਬੀ ਦੀ 23ਵੀਂ ਬੋਰਡ ਮੀਟਿੰਗ ਵਿੱਚ ਲਏ ਫੈਸਲੇ।

ਮੀਟਿੰਗ ਵਿਚ ਸ਼ਾਮਲ ਹੋਏ ਅਧਿਕਾਰੀਆਂ ਦੀ ਸੂਚੀ ਨਾਲ ਨੱਥੀ ਹੈ।

ਮੀਟਿੰਗ ਵਿਚ ਲਏ ਫੈਸਲੇ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਹਨ:-

1. 22ਵੀਂ ਬੋਰਡ ਮੀਟਿੰਗ ਦੇ ਫੈਸਲਿਆਂ ਦੀ ਤਸਦੀਕ ਬੋਰਡ ਵਲੋਂ 22ਵੀਂ ਮੀਟਿੰਗ ਵਿਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਨੂੰ ਮੰਜੂਰ ਅਤੇ ਤਸਦੀਕ ਕੀਤਾ ਗਿਆ।
2. 22ਵੀਂ ਬੋਰਡ ਮੀਟਿੰਗ ਵਿੱਚ ਲਏ ਫੈਸਲਿਆਂ ਉੱਤੇ ਕੀਤੀ ਗਈ ਕਾਰਵਾਈ ਰਿਪੋਰਟ ਬੋਰਡ ਨੂੰ 22ਵੀਂ ਮੀਟਿੰਗ ਵਿੱਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਉੱਤੇ ਕੀਤੀ ਗਈ ਕਾਰਵਾਈਆਂ ਤੋਂ ਵਿਸਥਾਰਪੂਰਵਕ ਜਾਣੂ ਕਰਵਾਇਆ ਗਿਆ। ਬੋਰਡ ਨੇ ਕੀਤੀਆਂ ਕਾਰਵਾਈਆਂ ਨੂੰ ਜਾਣਿਆਂ ਅਤੇ ਮੰਜੂਰ ਕੀਤਾ।
3. 78ਵੀਂ ਤੋਂ 85ਵੀਂ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੀ ਮੀਟਿੰਗਾਂ ਵਿੱਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਦੀ ਮੰਜੂਰੀ ਅਤੇ ਪੁਸ਼ਟੀਕਰਨ ਬੋਰਡ ਨੂੰ ਵਿਸਥਾਰਪੂਰਵਕ 78ਵੀਂ ਤੋਂ ਲੈ ਕੇ 85ਵੀਂ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਮੀਟਿੰਗਾਂ ਵਿਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਤੋਂ ਜਾਣੂ ਕਰਵਾਇਆ

ਗਿਆ। ਬੋਰਡ ਨੇ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਵਲੋਂ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਨੂੰ ਜਾਣਿਆਂ ਅਤੇ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਨੂੰ ਮੰਜੂਰ ਅਤੇ ਤਸਦੀਕ ਕੀਤਾ।

4. ਬਠਿੰਡਾ ਵਿਖੇ ਬਰਮਲ ਪਲਾਂਟ ਦੇ ਨੇੜੇ ਪੰਜ ਸਤਾਰਾ ਹੋਟਲ ਦਾ ਪੀ.ਪੀ.ਪੀ. ਆਧਾਰ ਤੇ ਉਸਾਰੀ : ਕੰਮ ਦੀ ਉਸਾਰੀ ਨੂੰ ਐਵਾਰਡ ਕਰਨ ਸਬੰਧੀ

ਬਠਿੰਡਾ ਵਿਖੇ 5 ਸਿਤਾਰਾ ਹੋਟਲ ਦੀ ਉਸਾਰੀ ਦੇ ਕੰਮ ਨੂੰ ਨੇਪਰੇ ਚੜ੍ਹਾਉਣ ਲਈ ਕੀਤੀਆਂ ਕਾਰਵਾਈਆਂ ਤੋਂ ਬੋਰਡ ਨੂੰ ਵਿਸਥਾਰਪੂਰਵਕ ਜਾਣੂ ਕਰਵਾਇਆ ਗਿਆ। ਬੋਰਡ ਨੇ ਪ੍ਰੋਜੈਕਟ ਦੀ ਉਸਾਰੀ ਸਬੰਧੀ ਹੁਣ ਤੱਕ ਕੀਤੀ ਕਾਰਵਾਈ ਨੂੰ ਜਾਣਿਆਂ ਅਤੇ ਮੁੱਦੇ ਉੱਤੇ ਵਿਚਾਰ ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਕੀਤੀ ਕਾਰਵਾਈ ਦੀ ਪੁਸ਼ਟੀ ਕਰਦੇ ਹੋਏ ਬੋਰਡ ਵਲੋਂ ਬਠਿੰਡਾ ਵਿਖੇ ਬਰਮਲ ਪਲਾਂਟ ਦੇ ਨੇੜੇ ਪੰਜ ਸਤਾਰਾ ਹੋਟਲ ਦੀ ਉਸਾਰੀ ਅਤੇ ਰੱਖ-ਰੱਖਾਵ ਦੇ ਕੰਮ ਨੂੰ ਮੈਸ: ਵਿਪੁਲ ਹੋਸਪਿਟੈਲਟੀ ਲਿਮਿਟਡ, (ਐਚ-1 ਬਿਡਰ) ਨੂੰ ਐਵਾਰਡ ਕਰਨ ਦੀ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ।

5. ਮੁਹਾਲੀ ਵਿਖੇ ਬੱਸ ਸਟੈਂਡ-ਕਮ-ਕਮਰਸ਼ੀਅਲ ਕੰਪਲੈਕਸ ਦੀ ਪੀ.ਪੀ.ਪੀ. ਆਧਾਰ ਤੇ ਉਸਾਰੀ : ਕੰਮ ਦੀ ਉਸਾਰੀ ਨੂੰ ਐਵਾਰਡ ਕਰਨ ਸਬੰਧੀ

ਮੁਹਾਲੀ ਵਿਖੇ ਬੱਸ ਸਟੈਂਡ-ਕਮ-ਕਮਰਸ਼ੀਅਲ ਕੰਪਲੈਕਸ ਦੀ ਉਸਾਰੀ ਦੇ ਕੰਮ ਨੂੰ ਨੇਪਰੇ ਚੜ੍ਹਾਉਣ ਲਈ ਕੀਤੀਆਂ ਗਈਆਂ ਕਾਰਵਾਈਆਂ ਤੋਂ ਬੋਰਡ ਨੂੰ ਵਿਸਥਾਰਪੂਰਵਕ ਜਾਣੂ ਕਰਵਾਇਆ ਗਿਆ। ਬੋਰਡ ਨੇ ਪ੍ਰੋਜੈਕਟ ਦੀ ਉਸਾਰੀ ਸਬੰਧੀ ਹੁਣ ਤੱਕ ਕੀਤੀ ਕਾਰਵਾਈ ਨੂੰ ਜਾਣਿਆਂ ਅਤੇ ਮੁੱਦੇ ਉੱਤੇ ਵਿਚਾਰ ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਕੀਤੀ ਕਾਰਵਾਈ ਦੀ ਪੁਸ਼ਟੀ ਕਰਦੇ ਹੋਏ ਬੋਰਡ ਵਲੋਂ ਮੁਹਾਲੀ ਵਿਖੇ ਬੱਸ

ਸਟੈਂਡ-ਕਮ-ਕਮਰਸ਼ੀਅਲ ਕੰਪਲੈਕਸ ਦੀ ਉਸਾਰੀ ਅਤੇ ਰੱਖ-ਰੱਖਾਵ ਦੇ ਕੰਮ ਨੂੰ ਮੈਸ: ਸੀ.ਐੱਡ.ਸੀ. ਕੰਸਟਰਕਸ਼ਨ ਨੂੰ ਅਪਫਰੰਟ ਫੀਸ ਰੁਪਏ 57.00 ਕਰੋੜ ਉੱਤੇ ਦੌਣ ਤੇ ਐਵਾਰਡ ਕਰਨ ਦੀ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ ਗਈ।

6. ਲੁਧਿਆਣਾ ਵਿਖੇ ਅਨਮੰਗਿਆ ਪ੍ਰੋਪਜ਼ਲ ਰੂਟ (unsolicited proposal route) ਰਾਹੀਂ ਗਰੀਨਫੀਲਡ ਅੰਤਰਰਾਸ਼ਟਰੀ ਹਵਾਈ ਅੱਡਾ ਸਥਾਪਿਤ ਕਰਨ ਸਬੰਧੀ : ਮੈ: ਫਰੈਂਚੋਰਟ ਦਾ ਪ੍ਰਸਤਾਵ

ਮੈ: ਫਰੈਂਚੋਰਟ, ਵਲੋਂ ਪ੍ਰਾਪਤ ਅਨਮੰਗਿਆ ਪ੍ਰਸਤਾਵ ਤੋਂ ਬੋਰਡ ਨੂੰ ਵਿਸਥਾਰਪੂਰਵਕ ਜਾਣੂ ਕਰਵਾਇਆ ਗਿਆ। ਬੋਰਡ ਨੂੰ ਪੀ.ਆਈ.ਡੀ.ਬੀ. ਦੇ ਅਨਮੰਗਿਆ ਪ੍ਰੋਪਜ਼ਲ ਰੂਟ ਬਾਈ-ਲਾਜ, 2008 ਤੋਂ ਵੀ ਵਿਸਥਾਰਪੂਰਵਕ ਜਾਣੂ ਕਰਵਾਇਆ ਗਿਆ। ਵਿਚਾਰ ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਬੋਰਡ ਨੇ ਪ੍ਰਾਪਤ ਅਨਮੰਗੇ ਪ੍ਰਸਤਾਵ ਨੂੰ ਕਬੂਲ ਕਰਨ ਦੀ ਮੰਜੂਰੀ ਦਿੱਤੀ।

7. ਯੂ.ਐਨ.ਡਬਲਯੂ.ਟੀ.ਓ. ਦੁਆਰਾ ਤਿਆਰ ਕੀਤੇ ਗਏ ਸੈਰ-ਸਪਾਟਾ ਮਾਸਟਰ ਪਲਾਨ ਨੂੰ ਅਮਲ ਵਿੱਚ ਲਿਆਉਣ ਲਈ ਆਉਣ ਵਾਲੇ ਖਰਚੇ ਦੀ ਵਿੱਤੀ ਮੰਜੂਰੀ ਸਬੰਧੀ

ਸੈਰ-ਸਪਾਟੇ ਵਿਭਾਗ ਵਲੋਂ ਪ੍ਰਾਪਤ ਬੇਨਤੀਆਂ ਤੋਂ ਬੋਰਡ ਨੂੰ ਜਾਣ ਕਰਵਾਇਆ ਗਿਆ। ਵਿਚਾਰ ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਬੋਰਡ ਵਲੋਂ ਏਜੰਡਾ ਆਈਟਮ ਦੇ ਪੈਰਾ 3 ਵਿਚ ਦਰਜ ਅਰਜ਼ਾਂ ਦੀ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ ਗਈ।

✓

①

ਅਜੰਡਾ ਨੋਟ ਨੰਬਰ: 5.11
(ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ)

ਵਿਸ਼ਾ: ਉਦਯੋਗਿਕ ਖੇਤਰ, ਸੈਕਟਰ 56 ਵਿਖੇ ਐਸ. ਏ. ਐਸ ਨਗਰ ਲਈ ਨਵੇਂ ਬੱਸ ਸਟੈਂਡ ਦੀ ਉਸਾਰੀ ਕਰਨ ਸਦਕਾ ਪੈਟਰੋਲ ਪੰਪ, ਟਰੱਕ ਯੂਨੀਅਨ, ਧਰਮ ਕੰਡਾ ਅਤੇ ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 6 ਨੂੰ ਸਿਫਟ ਕਰਨ ਬਾਰੇ।

1.0 ਸਹਿਰੀ ਮਿਲਖ, ਐਸ.ਏ.ਐਸ ਨਗਰ, ਸੈਕਟਰ 62 ਵਿਖੇ ਮੌਜੂਦਾ ਬੱਸ ਸਟੈਂਡ ਲਗਭਗ 15 ਏਕੜ ਭੋਂ ਤੇ ਫੈਲਿਆ ਹੋਇਆ ਹੈ ਅਤੇ ਸੈਕਟਰ 62 ਦੀ ਸਮੁੱਚੀ ਪਲੈਨਿੰਗ ਨੂੰ ਮੱਦੇ ਨਜ਼ਰ ਰੱਖਦੇ ਹੋਏ ਸਮੇਂ-ਸਮੇਂ ਸਿਰ ਗਮਾਡਾ ਦੀ ਪਲੈਨਿੰਗ ਵਿੰਗ ਨਾਲ ਹੋਈਆਂ ਮੀਟਿੰਗਾਂ ਵਿੱਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਦੇ ਅਧਾਰ ਤੇ ਇਸ ਬੱਸ ਸਟੈਂਡ ਨੂੰ ਉਦਯੋਗਿਕ ਖੇਤਰ, ਸੈਕਟਰ 56 ਵਿੱਚ ਸਿਫਟ ਕਰਨ ਦਾ ਫੈਸਲਾ ਲਿਆ ਗਿਆ ਹੈ। ਸੈਕਟਰ 56, ਉਦਯੋਗਿਕ ਖੇਤਰ ਵਿੱਚ ਨਵੇਂ ਬੱਸ ਸਟੈਂਡ ਲਈ ਸਨਾਖਤ ਕੀਤੀ ਗਈ ਸਾਈਟ ਵਿੱਚ ਗਮਾਡਾ ਵਲੋਂ ਪਹਿਲਾਂ ਹੇਠ ਲਿਖੀਆਂ ਤਿੰਨ ਸਾਈਟਾਂ ਅਲਾਟ ਕੀਤੀਆਂ ਹੋਈਆਂ ਹਨ:-

- (I) ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 6
- (II) ਧਰਮ ਕੰਡਾ
- (III) ਪੈਟਰੋਲ ਪੰਪ

2.0 ਸੈਕਟਰ 56 ਵਿੱਚ ਨਵੇਂ ਬੱਸ ਸਟੈਂਡ ਅਤੇ ਕਮਰਸੀਅਲ ਕੰਪਲੈਕਸ ਦੀ ਉਸਾਰੀ ਦਾ ਕੰਮ ਸੀ. ਐਂਡ ਸੀ. ਕੰਸਟਰਕਸ਼ਨ ਪ੍ਰਾਈਵੇਟ ਲਿਮਟਿਡ ਨੂੰ ਬੀ. ਓ. ਟੀ ਦੇ ਅਧਾਰ ਤੇ ਅਲਾਟ ਕਰ ਦਿੱਤਾ ਗਿਆ ਹੈ। ਇਸ ਫਰਮ ਨਾਲ ਗਮਾਡਾ ਵਲੋਂ ਕੰਟਰੈਕਟ

(2)

ਐਗਰੀਮੈਂਟ ਕੀਤਾ ਜਾਣਾ ਹੈ ਅਤੇ ਇਸ ਤੋਂ ਬਾਅਦ ਇਸ ਸਾਇਟ ਦਾ ਖਾਲੀ ਕਬਜ਼ਾ ਇਸ ਫਰਮ ਨੂੰ ਦਿੱਤਾ ਜਾਣਾ ਹੈ। ਜੇਕਰ ਇਸ ਸਾਇਟ ਦਾ ਕਬਜ਼ਾ ਜਲਦੀ ਨਹੀਂ ਦਿੱਤਾ ਜਾਂਦਾ ਤਾਂ ਇਸ ਨਾਲ ਗਮਾਡਾ ਨੂੰ ਆਰਥਿਕ ਨੁਕਸਾਨ ਹੋਵੇਗਾ ਕਿਉਂਕਿ ਜਿਸ ਮਿਤੀ ਨੂੰ ਫਰਮ ਨਾਲ ਐਗਰੀਮੈਂਟ ਕੀਤਾ ਜਾਣਾ ਹੈ ਅਤੇ ਜਗ੍ਹਾ ਦਾ ਖਾਲੀ ਕਬਜ਼ਾ ਦਿੱਤਾ ਜਾਣਾ ਹੈ, ਉਸ ਦਿਨ ਤੋਂ ਹੀ ਫਰਮ ਤੇ ਗਮਾਡਾ ਨੂੰ ਆਮਦਨ ਆਉਣੀ ਸ਼ੁਰੂ ਹੋਵੇਗੀ। ਇਸ ਤੋਂ ਇਲਾਵਾ ਸੈਕਟਰ 56 ਦੀ ਸਾਇਟ ਵਿਚ ਬੱਸ ਸਟੈਂਡ ਸਿਫਟ ਕਰਨ ਨਾਲ ਸੈਕਟਰ 62 ਦੀ 15 ਏਕੜ ਭੋਂ ਜਿਥੇ ਹੁਣ ਬਸ ਸਟੈਂਡ ਚਲ ਰਿਹਾ ਹੈ, ਖਾਲੀ ਹੋਵੇਗੀ। ਇਸ ਜਗ੍ਹਾ ਦੀ ਬਜਾਰੀ ਕੀਮਤ ਘੱਟੋ ਘੱਟ 1,00,000/- ਪ੍ਰਤੀ ਵਰਗ ਹੈ ਜੋ ਕਿ ਘੱਟੋ ਘੱਟ 726 ਕਰੋੜ ਰੁਪਏ ਬਣਦੀ ਹੈ। ਇਸ ਤੋਂ ਇਲਾਵਾ ਸੈਕਟਰ 62 ਦੀ ਸਿਟੀ ਸੈਂਟਰ ਦੀ ਓਵਰ ਆਲ ਪਲੈਨਿੰਗ ਲਈ ਮੌਜੂਦਾ ਬਸ ਸਟੈਂਡ ਦਾ ਇਸ ਸੈਕਟਰ ਤੋਂ ਸਿਫਟ ਹੋਣਾ ਬਹੁਤ ਜ਼ਰੂਰੀ ਹੈ।

3.0 ਉਕਤ ਜਿਕਰ ਕੀਤੀਆਂ ਗਈਆਂ ਸਾਇਟਾਂ ਵਿਚੋਂ ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਇਟ ਨੰਬਰ 6 ਅਤੇ ਧਰਮ ਕੰਡੇ ਦੀ ਸਾਇਟਾਂ ਦੇ ਅਲਾਟੀਆਂ ਨੂੰ ਬਦਲਵੀਆਂ ਸਾਇਟਾਂ ਦਿੱਤੀਆਂ ਜਾਣੀਆਂ ਹਨ। ਜੇਕਰ ਗਮਾਡਾ ਵਲੋਂ ਇਹਨਾਂ ਸਾਇਟਾਂ ਦੇ ਅਲਾਟੀਆਂ ਨੂੰ ਬਦਲਵੀਆਂ ਸਾਇਟਾਂ ਨਹੀਂ ਦਿੱਤੀਆਂ ਜਾਂਦੀਆਂ ਤਾਂ ਗਮਾਡਾ ਕੋਲ ਇੱਕ ਹੀ ਆਪਸਨ ਹੈ ਕਿ ਇਹਨਾਂ ਸਾਇਟਾਂ ਨੂੰ ਮਾਰਕੀਟ ਰੇਟ ਤੇ ਕੰਪਲਸਰੀ ਐਕਵਾਇਰ ਕੀਤਾ ਜਾਵੇ। ਜੇਕਰ ਇਹਨਾਂ ਸਾਇਟਾਂ ਨੂੰ ਐਕਵਾਇਰ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਤਾਂ ਗਮਾਡਾ ਨੂੰ ਮਾਰਕੀਟ ਰੇਟ ਤੇ ਇਲਾਵਾ ਭੋਂ ਪ੍ਰਾਪਤੀ ਐਕਟ ਦੀਆਂ ਧਰਾਵਾਂ

ਅਨੁਸਾਰ ਮਾਰਕੀਟ ਰੇਟ ਤੇ 30% ਸਲੇਸੀਅਮ ਤੇ 12% ਅਤਿਰਿਕਤ ਕੀਮਤ ਦੇਣੀ ਪਵੇਗੀ। ਬਦਲਵੀਆਂ ਸਾਈਟਾਂ ਦੇਣ ਨਾਲ ਗਮਾਡਾ ਨੂੰ ਨਕਦੀ ਭੁਗਤਾਣ ਨਹੀਂ ਕਰਨਾਂ ਪਵੇਗਾ ਜੋ ਕਿ ਆਰਥਿਕ ਮੰਦੀ ਦੌਰਾਨ ਲਾਹੇਵੰਦ ਨਹੀਂ ਹੈ।

4.0 ਉਕਤ ਤੋਂ ਇਲਾਵਾ ਇਹ ਵੀ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਜਿਸ ਸਾਈਟ ਵਿਚ ਨਵੇਂ ਬੱਸ ਸਟੈਂਡ ਦੀ ਉਸਾਰੀ ਕੀਤੀ ਜਾਣੀ ਹੈ ਇਹ ਸਾਈਟ ਇੱਕ ਕਮਰਸੀਅਲ ਪਾਕਿਟ ਸੀ ਜਿਸ ਵਿਚ ਹੋਰ ਕਮਰਸੀਅਲ ਸਾਈਟਾਂ ਦੀ ਪਲੈਨਿੰਗ ਕੀਤੀ ਹੋਈ ਸੀ ਪਰ ਇਸ ਸਾਈਟ ਤੇ ਟਰੱਕ ਯੂਨੀਅਨ ਦਾ ਕਬਜ਼ਾ ਹੋਣ ਕਰਕੇ ਉਕਤ ਦੱਸੀਆਂ ਤਿੰਨ ਸਾਈਟਾਂ ਤੋਂ ਇਲਾਵਾ ਹੋਰ ਅੱਗੇ ਸਾਈਟਾਂ ਨਹੀਂ ਵੇਚੀਆਂ ਜਾ ਸਕੀਆਂ। ਹੁਣ ਇਸ ਸਾਈਟ ਤੇ ਨਵੇਂ ਬੱਸ ਸਟੈਂਡ ਦੀ ਉਸਾਰੀ ਸਬੰਧੀ ਲਏ ਗਏ ਫੈਸਲੇ ਅਨੁਸਾਰ ਇਸ ਸਾਈਟ ਦੀ ਪਲੈਨਿੰਗ ਬਦਲ ਗਈ ਹੈ ਜਿਸ ਕਾਰਨ ਜਨਤਕ ਹਿੱਤ ਵਿਚ ਇਹਨਾਂ ਸਾਈਟਾਂ ਦੇ ਅਲਾਟੀਆਂ ਨੂੰ ਇਥੋਂ ਉਠਾਉਣਾ ਜ਼ਰੂਰੀ ਹੈ।

5.0 ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 6 ਅਤੇ ਧਰਮ ਕੰਡੇ ਦੀਆਂ ਸਾਈਟਾਂ ਫਰੀ ਹੋਲਡ ਬੇਸਿਜ਼ ਤੇ ਅਲਾਟ ਹੋਣ ਕਾਰਨ ਇਹਨਾਂ ਸਾਈਟਾਂ ਦੇ ਅਲਾਟੀਆਂ ਨਾਲ ਆਪਸੀ ਸਹਿਮਤੀ ਬਨਾਉਣ ਲਈ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਗਮਾਡਾ ਵਲੋਂ ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਗਮਾਡਾ, ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਕਮੇਟੀ ਗਠਿਤ ਕੀਤੀ ਗਈ। ਇਹਨਾਂ ਸਾਈਟਾਂ ਸਬੰਧੀ ਕਮੇਟੀ ਦੀਆਂ ਸਿਫਰਸਾਂ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਹਨ:-

i) ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਇਟ ਨੰਬਰ 6:

6.0 ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਇਟ ਨੰਬਰ 6 ਜਿਸ ਦਾ ਰਕਬਾ 165 ਵ:ਗ: ਹੈ, ਸਾਲ 1976 ਦੌਰਾਨ ਸ੍ਰੀ ਵਰਿੰਦਰ ਸਿੰਘ ਲਾਂਬਾ ਨੂੰ ਨਿਲਾਮੀ ਰਾਂਹੀ 45500/- ਰੁਪਏ ਵਿਚ ਵੇਚੀ ਗਈ ਸੀ। ਅਲਾਟੀ ਵਲੋਂ ਇਸ ਸਾਇਟ ਦੀ ਪੂਰੀ ਕੀਮਤ ਅਦਾ ਕਰਨ ਉਪਰੰਤ ਆਪਣੇ ਨਾਮ ਤੇ ਕੰਨਵੇਅਸ ਡੀਡ ਕਰਵਾਈ ਹੋਈ ਹੈ। ਅਲਾਟੀ ਨੂੰ ਇਸ ਸਾਇਟ ਬਦਲੇ ਇਵਜੀ ਸਾਇਟ ਦੇਣ ਲਈ ਅਲਾਟੀ ਨਾਲ ਕਈ ਵਾਰ ਮਾਮਲਾ ਵਿਚਾਰਿਆ ਗਿਆ ਪਰ ਕਿਉਂਜੋ ਮੌਜੂਦਾ ਸਾਇਟ ਦੇ ਬਰਾਬਰ ਦੇ ਰਕਬੇ ਦੀ ਸਾਇਟ ਉਪਲੱਬਧ ਨਾ ਹੋਣ ਕਾਰਨ ਮਾਮਲਾ ਸਿਰੇ ਨਹੀਂ ਚੜ੍ਹ ਸਕਿਆ। ਅਲਾਟੀ ਵਲੋਂ ਇਸ ਮਾਮਲੇ ਦੇ ਨਿਪਟਾਰੇ ਲਈ ਮਾਨਯੋਗ ਪੰਜਾਬ ਅਤੇ ਹਰਿਆਣਾ ਹਾਈ ਕੋਰਟ ਵਿਚ ਸਿਵਲ ਰਿਟ ਪਟੀਸ਼ਨ ਨੰਬਰ 20357 ਆਫ 2008 ਦਾਇਰ ਕੀਤੀ ਗਈ ਅਤੇ ਮਾਨਯੋਗ ਹਾਈ ਕੋਰਟ ਵਲੋਂ ਮਿਤੀ 3-12-2008 ਨੂੰ ਇਸ ਸਿਵਲ ਰਿਟ ਪਟੀਸ਼ਨ ਨੂੰ ਡਿਸਪੋਜ਼ ਆਫ ਕਰਦੇ ਹੋਏ ਹੁਕਮਾਂ ਦੀ ਸਰਟੀਫਾਈ ਕਾਪੀ ਪ੍ਰਾਪਤ ਹੋਣ ਦੀ ਮਿਤੀ ਤੋਂ ਦੋ ਮਹੀਨੇ ਦੇ ਅੰਦਰ ਅੰਦਰ ਅਲਾਟੀ ਦੇ ਵਕੀਲ ਵਲੋਂ ਮਿਤੀ 18-3-2008 ਨੂੰ ਦਿੱਤੇ ਗਏ ਕਾਨੂੰਨੀ ਨੋਟਿਸ ਸਬੰਧੀ ਮੂੰਹ ਬੋਲਦੇ ਹੁਕਮ ਪਾਸ ਕਰਨ ਲਈ ਆਦੇਸ਼ ਦਿੱਤੇ ਗਏ ਹਨ (ਕਾਪੀ ਅਨੁਲੱਗ- 'ੳ')। ਮਾਨਯੋਗ ਹਾਈਕੋਰਟ ਦੇ ਹੁਕਮਾਂ ਦੀ ਰੋਸ਼ਨੀ ਵਿਚ ਮੂੰਹ ਬੋਲਦੇ ਹੁਕਮ ਪਾਸ ਕਰਨ ਤੋਂ ਪਹਿਲਾਂ ਅਲਾਟੀ ਨੂੰ ਨਿੱਜੀ ਸੁਣਵਾਈ ਲਈ ਬੁਲਾਇਆ ਗਿਆ। ਪਰ ਅਲਾਟੀ ਵਿਦੇਸ਼ ਵਿਚ ਹੋਣ ਕਾਰਨ ਉਸ ਵਲੋਂ ਮਿਤੀ 2-2-09 ਨੂੰ ਆਪਣੀ ਅਲਾਟਡ ਸਾਇਟ ਦੇ ਇਵਜ਼ ਵਿਚ ਡਿਵੈਲਪ ਸੈਕਟਰਾਂ ਵਿਚ

ਇਵਜੀ ਸਾਈਟ ਦੇਣ ਲਈ ਆਪਣੀਆਂ 6 ਆਪਸਨਾਂ ਦਿੱਤੀਆਂ ਗਈਆਂ (ਕਾਪੀ ਅਨੁਲੱਗ- 'ਅ')।

6.1 ਅਲਾਟੀ ਵਲੋਂ ਭੇਜੀਆਂ ਗਈਆਂ ਆਪਸਨਾਂ ਨੂੰ ਕਮੇਟੀ ਵਲੋਂ ਵਿੱਤੀ ਅਤੇ ਪ੍ਰਬੰਧਕੀ ਪੱਖ ਤੋਂ ਵਿਚਾਰਦੇ ਹੋਏ ਅਲਾਟੀ ਵਲੋਂ ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 146 ਫੇਜ਼-7 ਸਬੰਧੀ ਦਿੱਤੀ ਗਈ ਆਪਸਨ ਨੂੰ ਵਾਇਬਲ ਪਾਇਆ। ਪਰ ਅਲਾਟੀ ਵਲੋਂ ਆਪਣੀ ਆਪਸਨ ਵਿਚ ਇਸ ਸਾਈਟ ਦਾ ਰਕਬਾ 121 ਵ:ਗ: ਦੱਸਿਆ ਗਿਆ ਸੀ ਜਿਸ ਕਾਰਨ ਅਲਾਟੀ ਨੂੰ ਇਸ ਸਬੰਧੀ ਟੈਲੀਫੋਨ ਤੇ ਸੂਚਿਤ ਕੀਤਾ। ਅਲਾਟੀ ਵਲੋਂ ਮਿਤੀ 13-2-09 ਨੂੰ ਫੈਕਸ ਰਾਹੀਂ ਦੁਬਾਰਾ ਆਪਸਨ ਭੇਜੀ (ਕਾਪੀ ਅਨੁਲੱਗ- 'ਬ')

6.2 ਕਮੇਟੀ ਅਲਾਟੀ ਵਲੋਂ ਪ੍ਰਾਪਤ ਆਪਸਨਾਂ ਨੂੰ ਵਿਚਾਰਦੇ ਹੋਏ ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 146 ਫੇਜ਼-7 ਨੂੰ ਵਿੱਤੀ ਅਤੇ ਪ੍ਰਬੰਧਕੀ ਪੱਖ ਤੋਂ ਵਾਇਲਬ ਪਾਇਆ ਗਿਆ ਅਤੇ ਇਸ ਸਾਈਟ ਨੂੰ ਇਵਜੀ ਸਾਈਟ ਵਜੋਂ ਤਬਦੀਲ ਕਰਨ ਦੀ ਸਿਫਾਰਸ਼ ਕੀਤੀ ਗਈ। ਇਸ ਦੇ ਨਾਲ ਹੀ ਕਮੇਟੀ ਵਲੋਂ ਇਹ ਵੀ ਸਿਫਾਰਸ਼ ਕੀਤੀ ਗਈ ਕਿ ਅਲਾਟੀ ਵਲੋਂ ਆਪਣੀ ਸਾਈਟ ਦੀ ਕੰਨਵੇਅਸ ਡੀਡ ਕਰਵਾਈ ਹੋਈ ਹੈ ਇਸ ਲਈ ਨਵੀਂ ਸਾਈਟ ਤੇ ਕੰਨਵੇਅਸ ਡੀਡ ਸਬੰਧੀ ਜੋ ਖਰਚਾ ਆਵੇਗਾ ਉਸ ਦੀ ਪੂਰਤੀ ਗਮਾਡਾ ਵਲੋਂ ਕੀਤੀ ਜਾਵੇ ਅਤੇ ਅਲਾਟੀ ਨੂੰ ਨਵੀਂ ਸਾਈਟ ਤੇ ਉਸਾਰੀ ਕਰਨ ਲਈ ਤਿੰਨ ਸਾਲ ਦਾ ਸਮਾਂ ਦਿੱਤਾ ਜਾਵੇ। (ਕਮੇਟੀ ਦੀ ਸਿਫਰਸਾਂ ਅਨੁਲੱਗ- 'ਸ')

(ii) ਧਰਮ ਕੰਡਾ ਉਦਯੋਗਿਕ ਖੇਤਰ ਫੇਜ਼ 6:-

7.0 ਉਦਯੋਗਿਕ ਖੇਤਰ ਫੇਜ਼ 6 ਵਿਖੇ ਧਰਮ ਕੰਡੇ ਦੀ ਸਾਈਟ ਜਿਸ ਦਾ ਰਕਬਾ 833.33 ਵਰਗ ਗਜ (50'x150') ਸਾਲ 1976 ਦੌਰਾਨ ਨਿਲਾਮੀ ਰਾਹੀਂ 2,41,000/- ਰੁਪਏ ਵਿਚ ਵੇਚੀ ਗਈ ਸੀ। ਅਲਾਟੀ ਵਲੋਂ ਇਸ ਸਾਈਟ ਦੀ ਪੂਰੀ ਕੀਮਤ ਅਦਾ ਕਰਨ ਉਪਰੰਤ ਆਪਣੇ ਨਾਮ ਤੇ ਕੰਨਵੇਅਸ ਡੀਡ ਕਰਵਾਈ ਹੋਈ ਹੈ ਅਤੇ ਮੌਕੇ ਤੇ ਸਾਈਟ ਤੇ ਬਿਲਡਿੰਗ ਦੀ ਉਸਾਰੀ ਕਰਕੇ ਲੋੜੀਂਦੀ ਮਸ਼ੀਨਰੀ ਵੀ ਲਗਾਈ ਹੋਈ ਹੈ। ਸਹਿਰੀ ਮਿਲਖ ਮੋਹਾਲੀ ਦੇ ਡਿਵੈਲਪ ਸੈਕਟਰਾਂ ਵਿਚ ਇਸ ਮੰਤਵ ਲਈ ਇਸ ਸਾਈਟ ਦੀ ਹੋਰ ਕੋਈ ਸਾਈਟ ਉਪਲੱਬਧ ਨਾ ਹੋਣ ਕਾਰਨ ਅਲਾਟੀ ਨੂੰ ਸੈਕਟਰ 65-ਏ ਵਿਚ ਬਲਕ ਮਟੀਰੀਅਲ ਮਾਰਕੀਟ ਵਿਚ 1166.66 ਵਰਗ ਗਜ ਰਕਬੇ ਦੀ ਸਾਈਟ ਅਲਾਟ ਕਰਨ ਲਈ ਵੱਖ ਵੱਖ ਆਪਸਨਾਂ ਦਿੱਤੀਆਂ ਗਈਆਂ ਪਰ ਅਲਾਟੀ ਵਲੋਂ ਕੋਈ ਹੋਰ ਸਰਤਾਂ ਲਗਾ ਕੇ ਆਪਣੀ ਆਪਸਨਾਂ ਦਿੱਤੀਆਂ ਗਈਆਂ ਜਿਨ੍ਹਾਂ ਨੂੰ ਵਿਚਾਰਨ ਲਈ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਗਮਾਡਾ, ਵਲੋਂ ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਕਮੇਟੀ ਗਠਿਤ ਕੀਤੀ ਗਈ। ਸਾਈਟ ਦੇ ਕੋ ਸੇਅਰਰ ਸ੍ਰੀ ਹਰਿੰਦਰ ਪਾਲ ਸਿੰਘ ਬਾਜਵਾ ਕਮੇਟੀ ਸਾਹਮਣੇ ਹਾਜ਼ਰ ਹੋਇਆ। ਕਮੇਟੀ ਵਲੋਂ ਅਲਾਟੀ ਨਾਲ ਲੰਬੇ ਵਿਚਾਰ ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਸਾਰੇ ਪਹਿਲੂਆਂ ਤੇ ਵਿਚਾਰ ਕੀਤਾ ਗਿਆ ਅਤੇ ਸ੍ਰੀ ਹਰਿੰਦਰਪਾਲ ਸਿੰਘ ਬਾਜਵਾ ਵਲੋਂ ਆਪਣੀ ਨਵੀਂ ਆਪਸਨ ਸਰਤਾਂ ਲਗਾ ਕੇ ਕਮੇਟੀ ਦੇ ਸਨਮੁੱਖ ਰੱਖੀ। (ਕਾਪੀ ਅਨੁਲੱਗ- 'ਹ') ਕਮੇਟੀ ਵਲੋਂ ਵਿਚਾਰ ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਆਪਣੀਆਂ ਸਿਫਾਰਸਾਂ ਕੀਤੀਆਂ ਗਈਆਂ:- (ਅਨੁਲੱਗ- 'ਸ')

- i) ਸੈਕਟਰ 65-ਏ ਬਲਕ ਮਟੀਰੀਅਲ ਮਾਰਕੀਟ ਵਿਖੇ ਇਸ ਮੰਤਵ ਲਈ ਰਾਖਵੀਂ ਰੱਖੀ ਗਈ ਸਾਈਟ ਜਿਸ ਦਾ ਰਕਬਾ 1166.66 ਵਰਗ ਹੈ ਵਿਚੋਂ ਅਲਾਟੀ ਦੀ ਮੌਜੂਦਾ ਸਾਈਟ ਦੇ ਬਾਰਬਰ ਦੇ ਰਕਬੇ ਦੀ ਸਾਈਟ ਫਰੀ ਹੋਲਡ ਬੇਸਿਜ ਤੇ ਅਲਾਟ ਕੀਤੀ ਜਾਵੇ। ਜੇਕਰ ਮੌਕੇ ਤੇ 2-4 ਵਰਗ ਗਜ ਰਕਬਾ ਵੱਧ ਵੀ ਜਾਵੇ ਤਾਂ ਉਸ ਦੇ ਬਦਲੇ ਹੋਰ ਕੋਈ ਵਾਧੂ ਰਕਮ ਦੀ ਅਲਾਟੀ ਤੇ ਮੰਗ ਨਾ ਕੀਤੀ ਜਾਵੇ।
- ii) ਪ੍ਰਸਤਾਵਿਤ ਇਵਜੀ ਸਾਈਟ ਦੀ ਕੰਨਵੇਅਸ ਡੀਡ ਤੇ ਆਉਣ ਵਾਲਾ ਸਮੁੱਚਾ ਖਰਚਾ ਗਮਾਡਾ ਵਲੋਂ ਅਦਾ ਕੀਤਾ ਜਾਵੇ।
- iii) ਪ੍ਰਸਤਾਵਿਤ ਸਾਈਟ ਤੇ ਪਹੁੰਚ ਸੜਕ, ਬਿਜਲੀ, ਪਾਣੀ ਅਤੇ ਹੋਰ ਢੁਕਵੀਆਂ ਸਹੂਲਤਾਂ ਦਾ ਮੁਕੰਮਲ ਤੌਰ ਤੇ ਪ੍ਰਬੰਧ ਗਮਾਡਾ ਵਲੋਂ ਕੀਤਾ ਜਾਵੇ।
- iv) ਪ੍ਰਸਤਾਵਿਤ ਇਵਜੀ ਸਾਈਟ ਮੌਕੇ ਤੇ ਕੀਤੇ ਸਰਵੇ ਅਨੁਸਾਰ ਡੂੰਘੀ ਹੋਣ ਕਰਕੇ ਜੋਨਿੰਗ ਪਲੈਨ ਅਧੀਨ ਨਿਰਧਾਰਤ ਕੀਤੇ ਗਏ ਨਾਰਮਜ ਨੂੰ ਧਿਆਨ ਵਿਚ ਰੱਖਦੇ ਹੋਏ ਅਲਾਟੀ ਨੂੰ ਬੇਸਮੈਂਟ ਬਨਾਉਣ ਦੀ ਆਗਿਆ ਦਿੱਤੀ ਜਾਵੇ ਅਤੇ ਬੇਸਮੈਂਟ ਬਨਾਉਣ ਸਦਕਾ ਅਲਾਟੀ ਤੋਂ ਕੋਈ ਵੱਖਰੇ ਚਾਰਜਿਜ ਨਾ ਵਸੂਲੇ ਜਾਣ।
- v) ਪ੍ਰਸਤਾਵਿਤ ਇਵਜੀ ਸਾਈਟ ਨੂੰ ਪਲੈਨਿੰਗ ਅਨੁਸਾਰ 100 ਫੁਟ ਰੋਡ ਤੇ ਆਉਣ ਜਾਣ ਲਈ ਢੁਕਵਾਂ ਰਸਤਾ ਮੁੱਹਈਆ ਕੀਤਾ ਜਾਵੇ।
- vi) ਉਯੋਗਿਕ ਖੇਤਰ ਫੇਜ਼-6 ਵਿਖੇ ਧਰਮ ਕੰਡੇ ਦੀ ਮੌਜੂਦਾ ਸਾਈਟ ਤੇ ਬਣੇ ਸਟਰਕਚਰ ਦਾ ਮੁਆਵਜਾ ਪੀ.ਡਬਲਯੂ ਡੀ ਦੇ ਨਾਰਮਜ ਅਨੁਸਾਰ ਅਦਾ ਕੀਤਾ ਜਾਵੇ ਅਤੇ ਇਸ ਸਟਰਕਚਰ ਨੂੰ ਗਮਾਡਾ ਆਪਣੇ ਖਰਚੇ ਤੇ ਡਿਸਮੈਂਟਲ ਕਰਾਉਣ ਉਪਰੰਤ ਮਲਬੇ ਨੂੰ ਉਠਾਏ। ਸਾਈਟ ਤੇ ਜੋ ਮਸ਼ੀਨਰੀ ਅਤੇ ਇੰਨਫਰਾਸਟਰਕਚਰ ਮੌਜੂਦ ਹਨ ਉਹਨਾਂ ਤੇ ਅਲਾਟੀ ਦਾ ਹੱਕ ਹੋਵੇਗਾ ਅਤੇ ਅਲਾਟੀ ਆਪਣੇ ਪੱਧਰ ਤੇ ਉਸ ਨੂੰ ਮੌਕੇ ਤੇ ਸਿਫਟ ਕਰਵਾਏਗਾ।
- vii) ਵਪਾਰ ਤੇ ਪ੍ਰਸਤਾਵਿਤ ਹੋਣ ਵਾਲੇ ਨੁਕਸਾਨ, ਮੌਕੇ ਤੇ ਵਪਾਰ ਸਬੰਧੀ ਅੰਗੇਜ ਕੀਤੇ ਹੋਏ ਵਰਕਰਾਂ ਦੀ ਤਨਖਾਹ ਅਤੇ ਮਸ਼ੀਨਰੀ ਨੂੰ ਨਵੀਂ ਥਾਂ

ਤੇ ਤਬਦੀਲ ਕਰਨ ਸਦਕਾ ਹੋਣ ਵਾਲੇ ਨੁਕਸਾਨ ਦੇ ਇਵਜ ਵਜੋਂ ਅਲਾਟੀ ਵਲੋਂ ਮੌਜੂਦਾ ਸਾਈਟ ਦਾ ਕਬਜ਼ਾ ਗਮਾਡਾ ਨੂੰ ਸੌਂਪਣ ਦੀ ਮਿਤੀ ਤੋਂ 6 ਮਹੀਨਿਆਂ ਦੇ ਸਮੇਂ ਤੱਕ 20,000/- ਰੁਪਏ ਪ੍ਰਤੀ ਮਹੀਨੇ ਦੀ ਦਰ ਨਾਲ ਗਮਾਡਾ ਅਲਾਟੀ ਨੂੰ ਅਦਾ ਕਰੇਗਾ।

viii) ਮੌਜੂਦਾ ਸਾਈਟ ਦਾ ਕਬਜ਼ਾ ਪ੍ਰਾਪਤ ਕਰਨ ਹਿਤ ਗਮਾਡਾ ਵਲੋਂ ਅਲਾਟੀ ਨੂੰ 10 ਦਿਨਾਂ ਦਾ ਸਮਾਂ ਦਿੱਤਾ ਜਾਵੇ ਤਾਂ ਜੋ ਮੌਕੇ ਤੇ ਲੱਗੀ ਮਸ਼ੀਨਰੀ ਅਤੇ ਇਨਫਰਾਸਟਰਕਚਰ ਨੂੰ ਆਪਣੀ ਲੋੜ ਅਨੁਸਾਰ ਸਿਫਟ ਕਰ ਸਕੇ।

(i) ਪੈਟਰੋਲ ਪੰਪ

7.1 ਉਦਯੋਗਿਕ ਖੇਤਰ, ਸੈਕਟਰ 56, ਐਸ.ਏ.ਐਸ ਨਗਰ ਵਿਖੇ ਸ਼੍ਰੀਮਤੀ ਬਿਜ਼ ਮੋਹਿੰਦਰ ਪਤਨੀ ਮੇਜਰ ਸੋਮ ਦੱਤ ਨੂੰ ਪੈਟਰੋਲ ਪੰਪ ਦੀ ਸਾਈਟ ਸਾਲ 1974 ਦੌਰਾਨ 5 ਸਾਲ ਦੇ ਸਮੇਂ ਤੇ ਲੀਜ਼ ਬੇਸਿਜ਼ ਤੇ ਇੰਡੋ-ਸੁਰਮਾ ਪੈਟਰੋਲੀਅਮ ਕੰਪਨੀ ਲਿਮਟਿਡ ਦੇ ਡੀਲਰ ਵਜੋਂ ਅਲਾਟ ਕੀਤੀ ਗਈ ਸੀ। (ਕਾਪੀ ਅਨੁਲੱਗ- 'ਕ') ਸਮੇਂ ਸਮੇਂ ਸਿਰ ਇਸ ਪੈਟਰੋਲ ਪੰਪ ਦੀ ਲੀਜ਼ ਦੇ ਸਮੇਂ ਵਿਚ ਵਾਧਾ ਕੀਤਾ ਜਾਂਦਾ ਰਿਹਾ ਹੈ ਪਰ ਮਿਤੀ 29-7-97 ਤੋਂ ਬਾਅਦ ਲੀਜ਼ ਦੇ ਸਮੇਂ ਵਿਚ ਕੋਈ ਵਾਧਾ ਨਹੀਂ ਕੀਤਾ ਗਿਆ। ਪੈਟਰੋਲ ਪੰਪ ਮਾਲਕ ਲੀਜ਼ ਦੇ ਸਮੇਂ ਵਿਚ ਵਾਧਾ ਕੀਤੇ ਬਿਨਾਂ ਹੀ ਲੀਜ਼ ਦੇ ਪੁਰਾਣੇ ਰੇਟਾਂ ਤੇ ਹੀ ਲੀਜ਼ ਰਕਮ ਮਿਲਖ ਦਫਤਰ ਵਿਚ ਜਮ੍ਹਾਂ ਕਰਾਉਂਦਾ ਰਿਹਾ ਹੈ। ਹੁਣ ਨਵੇਂ ਬੱਸ ਸਟੈਂਡ ਦੀ ਸਥਾਪਨਾ ਕਰਨ ਲਈ ਲਏ ਗਏ ਫੈਸਲੇ ਦੇ ਸਨਮੁੱਖ ਮਿਲਖ ਦਫਤਰ ਵਲੋਂ ਮਿਤੀ 15-2-2008 ਨੂੰ ਸਾਈਟ ਖਾਲੀ ਕਰਨ ਲਈ ਅਲਾਟੀ ਨੂੰ ਨੋਟਿਸ ਜਾਰੀ ਕੀਤਾ ਗਿਆ ਸੀ (ਕਾਪੀ ਅਨੁਲੱਗ- 'ਖ')। ਮਿਲਖ ਦਫਤਰ, ਗਮਾਡਾ ਵਲੋਂ ਅੰਤ ਵਿਚ ਮਿਤੀ 3-3-2008 ਨੂੰ ਐਕਟ/ਰੂਲਾਂ ਅਨੁਸਾਰ ਪੈਟਰੋਲ ਪੰਪ ਦੀ

ਸਾਇਟ ਦਾ ਕਬਜ਼ਾ ਵਾਪਿਸ ਲੈਣ ਲਈ ਹੁਕਮ ਜਾਰੀ ਕਰਦੇ ਹੋਏ ਸਾਈਟ ਦਾ ਕਬਜ਼ਾ ਪ੍ਰਾਪਤ ਕਰ ਲਿਆ ਗਿਆ ਹੈ (ਕਾਪੀ ਅਨੁਲੱਗ- 'ਗ')।

7.2 ਸਬੰਧਤ ਧਿਰ ਵਲੋਂ ਇਨ੍ਹਾਂ ਕੈਂਸਲੇਸ਼ਨ ਦੇ ਹੁਕਮਾਂ ਵਿਰੁੱਧ ਮਾਨਯੋਗ ਪੰਜਾਬ ਅਤੇ ਹਰਿਆਣਾ ਹਾਈਕੋਰਟ ਵਿਚ ਸਿਵਲ ਰਿਟ ਪਟੀਸ਼ਨ ਨੰਬਰ 3527 ਆਫ 2008 ਦਾਇਰ ਕੀਤੀ ਗਈ। ਅਦਾਲਤ ਵਲੋਂ ਮਿਤੀ 24-3-2008 ਨੂੰ ਇਸ ਦਾਇਰ ਕੀਤੀ ਗਈ ਰਿਟ ਦਾ ਫੈਸਲਾ ਦਿੰਦੇ ਹੋਏ ਆਦੇਸ਼ ਦਿੱਤੇ ਕਿ ਜੇਕਰ ਗਮਾਡਾ ਪਟੀਸ਼ਨਰ ਨੂੰ ਪੁਰਾਣੀ ਸਾਈਟ ਬਦਲੇ ਨਵੀਂ ਸਾਈਟ ਦੇਣ ਦਾ ਚਾਹਵਾਨ ਹੋਵੇ ਤਾਂ ਗਮਾਡਾ ਇਸ ਬਾਰੇ ਆਪਣਾ ਫੈਸਲਾ ਲੈ ਸਕਦਾ ਹੈ ਪਰੰਤੂ ਕੋਰਟ ਵਲੋਂ ਪਟੀਸ਼ਨਰ ਨੂੰ ਕੋਈ ਰਲੀਫ ਨਹੀਂ ਦਿੱਤਾ ਗਿਆ। (ਕਾਪੀ ਅਨੁਲੱਗ- 'ਘ') ਮਾਨਯੋਗ ਪੰਜਾਬ ਅਤੇ ਹਰਿਆਣਾ ਹਾਈਕੋਰਟ ਦੇ ਇਸ ਫੈਸਲੇ ਉਪਰੰਤ ਪਟੈਰੋਲ ਪੰਪ ਮਾਲਕ ਸ਼੍ਰੀਮਤੀ ਬਿਜ ਮੋਹਿੰਦਰਾ ਵਲੋਂ ਪ੍ਰਾਪਤ ਦਸਤਾਵੇਜ਼ਾਂ ਤੋਂ ਸਪੱਸ਼ਟ ਹੁੰਦਾ ਹੈ ਕਿ ਇਹ ਵੱਖ ਵੱਖ ਕੰਪਨੀਆਂ ਜਿਵੇਂ ਇੰਡੋ-ਸੁਰਮਾਂ ਪੈਟਰੋਲੀਅਮ, ਆਈ.ਬੀ.ਬੀ. ਕਾਰਪੋਰੇਸ਼ਨ ਲਿਮਟਿਡ ਕੰਪਨੀ ਅਤੇ ਇੰਡੀਅਨ ਆਈਲ ਕੰਪਨੀ ਦੀ ਡੀਲਰ ਹੈ, ਵਲੋਂ ਮਿਤੀ 9-4-2008 ਪ੍ਰਤੀ ਬੇਨਤੀ ਦਿੱਤੀ ਗਈ ਹੈ (ਕਾਪੀ ਅਨੁਲੱਗ 'ਚ') ਜਿਸ ਰਾਹੀਂ ਉਸ ਵਲੋਂ ਪੁਰਾਣੀ ਸਾਈਟ ਦੇ ਇਵਜ਼ ਵਿਚ ਆਲਟਰਨੇਟਿਵ ਸਾਈਟ ਦੇਣ ਦੀ ਮੰਗ ਕੀਤੀ ਗਈ ਹੈ।

7.3 ਉਕਤ ਤੋਂ ਇਲਾਵਾ ਇੰਡੀਅਨ ਆਈਲ ਕਾਰਪੋਰੇਸ਼ਨ ਲਿਮਟਿਡ ਕੰਪਨੀ

ਵਲੋਂ ਵੀ ਮਿਤੀ 24-4-08 ਨੂੰ ਪ੍ਰਤੀ ਬੇਨਤੀ ਪ੍ਰਾਪਤ ਹੋਈ ਹੈ ਜਿਸ ਵਿਚ ਕੰਪਨੀ ਵਲੋਂ ਲਿਖਿਆ ਗਿਆ ਹੈ ਕਿ ਜੇਕਰ ਇਸ ਡੀਲਰ ਨੂੰ ਨਵੀਂ ਸਾਈਟ ਅਲਾਟ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਤਾਂ ਉਹ ਇਸ ਡੀਲਰ ਵਲੋਂ ਨਵੀਂ ਸਾਈਟ ਤੇ ਆਰ ਓ ਡਿਵੈਲਪ ਕਰਨ ਲਈ ਇਸ ਡੀਲਰ ਨੂੰ ਡੀਲਰਸ਼ਿਪ ਦੇਣ ਲਈ ਸਹਿਮਤ ਹਨ (ਕਾਪੀ ਅਨੁਲੱਗ- 'ਛ')।

7.4 ਗੁਮਾਸਤਾਂ ਦੀ ਪੈਟਰੋਲ ਪੰਪ ਦੀ ਅਲਾਟਮੈਂਟ ਲਈ ਮੌਜੂਦਾ ਪਾਲਿਸੀ ਮਿਤੀ 24-8-07 (ਕਾਪੀ ਅਨੁਲੱਗ- 'ਜ') ਵਿਚ ਅਲਟਰਨੇਟਿਵ ਸਾਈਟ ਦੇਣ ਦਾ ਕੋਈ ਉਪਬੰਧ ਨਹੀਂ ਹੈ।

8.0 ਉਕਤ ਸਥਿਤੀ ਦੇ ਸਨਮੁੱਖ ਮਾਮਲਾ ਗੁਮਾਸਤਾਂ ਦੀ ਕਾਰਜਕਾਰੀ ਕਮੇਟੀ ਦੇ ਸਾਹਮਣੇ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਯੋਗ ਫੈਸਲਾ ਲੈਣ ਲਈ ਪੇਸ਼ ਹੈ:-

ੳ) ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 6, ਅਤੇ ਧਰਮ ਕੰਡੇ ਦੇ ਅਲਾਟੀਆਂ ਨੂੰ ਗਠਿਤ ਕੀਤੀ ਗਈ ਕਮੇਟੀ ਦੀਆਂ ਸਿਫਾਰਸ਼ਾਂ ਵਿਚਾਰਨ ਅਤੇ ਯੋਗ ਫੈਸਲਾ ਲੈਣ ਬਾਰੇ।

ਅ) ਪੈਟਰੋਲ ਪੰਪ, ਉਦਯੋਗਿਕ ਖੇਤਰ, ਫੇਜ਼-6 ਦੇ ਅਲਾਟੀ ਸ਼੍ਰੀਮਤੀ ਬਿਜ ਮੋਹਿੰਦਰਾ ਅਤੇ ਇੰਡੀਅਨ ਆਇਲ ਕਾਰਪੋਰੇਸ਼ਨ ਕੰਪਨੀ ਵਲੋਂ ਦਿੱਤੀਆਂ ਗਈਆਂ ਪ੍ਰਤੀ ਬੇਨਤੀਆਂ ਨੂੰ ਵਿਚਾਰਨ ਅਤੇ ਪੈਰਾ ਨੰ: 7.1 ਤੋਂ 7.4 ਤੇ ਦੱਸੀ ਗਈ ਸਥਿਤੀ ਦੇ ਸਨਮੁੱਖ ਯੋਗ ਫੈਸਲਾ ਲੈਣ ਬਾਰੇ।

ਅਨੁਸ਼ੰਗ-੬

੧੧

CWP No. 20357 of 2008

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CWP No. 20357 of 2008

Date of decision : December 3, 2008

Varinder Singh

.....Petitioner

Versus

State of Punjab and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE M.M KUMAR
HON'BLE MR. JUSTICE JORA SINGH

Present: Mr. Kanwaljit Singh, Senior Advocate with Mr. G.S
Ghuman, Advocate for the petitioner.

1. Whether Reporters of Local Newspapers may be allowed to see the judgment?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the digest?

M.M KUMAR, J.

Through this petition filed under Article 226 of the Constitution, the petitioner has prayed for issuance of a writ in the nature of mandamus directing the respondents to approve the building plan and for the issuance of a writ in the nature of prohibition whereby prohibiting the respondents from taking over the possession of the site belonging to the petitioner. For the relief claimed, the petitioner has already issued a legal notice (Annexure P-15) to the respondents for which, no reply is stated to have been received.

We have heard the learned senior counsel for the

PUNJAB & HARYANA HIGH COURT

#12
GWP No. 20357 of 2008

petitioner at some length and perused the paper book.

Before disposing of this writ petition, we would refer to the views of Hon'ble the Supreme Court in the case of Salem Advocate Bar Association v. Union of India, (2005) 6 SCC 344. In paras 38 and 39 of the judgment, it has been required that whenever notice under Section 80 C.P.C or under any similar provision are sent then it is mandatory on the part of State or Central Government or other authorities to send reply to such notice. It is well settled that before seeking a direction or a writ of mandamus, a demand justice notice is required to be served on the respondents as has been done in the present case. The petitioner has already sent a legal notice dated 18.3.2008 (Annexure P-15), to which no reply is stated to have been received. It has also been observed by Hon'ble the Supreme Court that in cases where such like notice/representation has not been replied then cost is required to be imposed. Therefore, without going into the merits of the case, we dispose of the writ petition at this stage with a direction to the respondents to take a decision on the aforementioned legal notice by passing a speaking order within a period of two months from the date of receipt of a certified copy of this order.

Petition stands disposed of in the above terms

Sd/- M.M. Kumar
Judge

Sd/- Jora Singh
Judge

True Copy

Examiner

December 3, 2008

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ANNEXURE P-15

KANWAL JIT SINGH
Senior Advocate
SUPREME COURT OF INDIA
PUNJAB & HARYANA HIGH COURT

INDERDEEP SINGH GILL
TAJINDER BISHNOI
ADVOCATES

Posti No.678,
Sector 11-B,
CHANDIGARH-160 011
Mobile: 98151-
06634
Res.:0172-2746634

Dated.18.3.2008

To

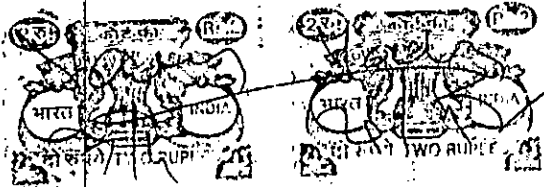
1. The Chief Administrator,
Greater Mohali Area Dev. Authority,
PUDA BHAWAN, Sector-62,
S.A.S.Nagar Mohali.
2. The Estate Officer,
Greater Mohali Area Dev. Authority,
PUDA BHAWAN, Sector-62,
S.A.S.Nagar Mohali.

Subject: Legal Notice.

Sir(s),

We have been engaged, authorised and instructed by our client Varinder Singh Lamba son of Sh.Diwan Singh, presently resident of H.No.45, Phase-VII, - SAS Nagar, Mohali, to issue you with the following legal notice:-

1. That our client was the highest bidder for site no.6, Phase-VI (single Storey shops), Sector-57



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of S.A.S. Nagar, Mohali. Regarding this, the open auction took place on 4.1.1976. The measurement of the said site no.6 which was to be given to our client was 16'x6'x90'. As per the terms and conditions, 25% amount was paid at the time of auction and it was incumbent upon you, thereafter, to deliver/demarcate and give physical possession of the site immediately. It would also be relevant to mention here that our client has paid the entire bid amount and even on 29.1.1987 conveyance deed was also entered with him.

2. That it is to your knowledge that our client had to file C.W.P.No.11531 of 1994 in the Hon'ble High Court. You were directed to decide within two months with respect to possession as also the damages. Since the matter was not decided and possession was also delayed, there was no assessment of damages and compensation. Our client had to file COCP No.367 of 1995. In the written statement, it was given in the Hon'ble High Court that physical possession has been delivered on 19.5.1995. Thereafter, my client started requesting you for approval of the building plan. Even for this

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purpose he had to file C.W.P. No.11346 of 1996. Vide order dated 8.4.1997, the Hon'ble Division Bench disposed of the writ petition on the statement of the counsel for PUDA that the building plan would be passed within seven days on its submission as per the controlled sheets. Our client had again applied as per the controlled sheets for sanction of the building plan and the application was duly acknowledged by your office vide diary no.3396 dated 26.2.1998. However, our client did not hear from you thereafter inspite of the fact that he requested, reminded you a number of times. His representations dated 15.3.99, 15.2.2000, 30.7.2003, 16.3.2005, 21.3.2005, 22.3.2005, 17.9.2007 and 18.9.2007 are already on your record. In between also, legal notices were sent to you through his counsel regarding the same relief. The said legal notices dated 10.5.2005, 27.4.2006 and 5.10.2007 have been duly served upon you.

3. That our client has been put to so much of loss which is evident from the fact that 32 years had passed since the auction. More than 20 years have passed and you have accepted the full amount and entered the conveyance deed as well. His physical

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possession was delayed by nearly 20 years of the auction and more than 8 years of the conveyance deed. The manner in which he has dealt with, clearly speaks the abuse of power at various levels. Our client being a law abiding citizen, does not want to allege any malafides at this stage. However, he is again highly perturbed to receive your memo no.3473 dated 15.2.2008 whereby you have asked the consent of our client to take another commercial site in another sector instead of this site. Our client is aware that his elder brother Dr.D.S.Lamba had come to your office on 20.2.2008 to give the consent and you had committed at that time that the size of the plot would be same as well as the market value thereof and our client would not be subjected to further harassment. With respect to all delay, it was specifically assured that the matter would be looked into and the damages would also be assessed, but the consent for the site was obtained.

Take notice that till date, you have not given any commercial site of the equal measurement as well as value. Till date, the assessment of compensation has not been made by you. Till date our

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client has not been informed of any such development and the fact that he has already suffered for over 32 years, is evident before you. You may take the conscious and judicious decision immediately and within 10 days of the receipt of the notice regarding the above mentioned points including the appropriate compensation which is part of the consent given to you, failing which we have clear instructions to approach the Hon'ble Courts for seeking the necessary redressal of the grievances. In case of any such litigation, our client shall be at liberty to ask for interest on the payment already deposited and accepted by your office without any benefit to our client and would also be at liberty to allege malafide, seek appropriate compensation and damages for physical and mental harassment caused to him for no fault on his part.

A copy of this notice is retained in our office, for future reference and action, if necessary.

Yours sincerely,

Sd/-

(INDERDEEP SINGH GILL) (TAJINDER BISHNOI)
A D V O C A T E S

TRUE COPY

ਕਾਨਵਲਜਿਤ ਸਿੰਘ

Mr. Subhash Rana
Estate Officer
GMADA, PUDA Bhawan
Mohali SAS Nagar India 160062
Fax: 0091 172 2215 303

Dated: 2nd February 2009

Re: Site No. 6 Phase 6 (Sector 57) Mohali SAS Nagar.

Reference is made to our telephone conversation on 31 January 2009

I thank you for your call.

I want to bring to your notice that about two weeks ago a letter was forwarded to your office by my legal representative Mr. Kanwaljit Singh senior advocate. As you have informed me that you have not received this letter I am now sending you this letter by fax and by mail. I have requested my Kanwaljit Singh to forward you the copy of his letter.

Please note I have added two more options which will give you more maneuverability to resolve this matter.

I want to inform you that I bought the above plot 6 Phase 6 Sector 57 of 16.6'x90' total area 165 Sq.Yards in an open auction in 1976.

I bought this site for the purpose of opening an Automobile Shop for heavy vehicles.

I entered into a conveyance deed on 29.1.1987

On 15.05.1987 I made a written request followed by several requests, asking for the possession of my site. No heed was paid to my requests for about 8 years. Resultantly I had to file C.W.P.No.11531 on 1994 in the High Court in which your office was directed to decide the matter with respect to delivery of possession and demarcation. On the orders of Hon. Court I was given the possession/demarcation on 15.5.1995.

On 26.5.1995 I filed application for sanction of the building plan. This was followed by C.W.P. No.11346 of 1996. As a result of this I was assured in the court that upon lodgment of building plan along with controlled sheet I will be sanctioned building plans within 7 days.

On 26.2.1998, my Architect filed an application for the sanction of building plans as per the procedures of your office

No heed was paid for about 13 years & I was systematically misled, delayed & denied in obtaining the building plans.

In 1998, 1999 I was issued two notices in which your office threatened to confiscate my site. I had to hire a legal counsel to prove that these notices were baseless.

Several other incorrect excuses were made to delay the sanction of building plans resulting in a letter from your office on 19.1.2006 in which I was advised that I was not the owner of this plot and some Daljit Singh & Mandip Kaur were the owners of this plot.

I had to hire a legal representative again to resolve this issue, no clarification was received from your office until 15.2.2008 when I was informed that my site was required for the construction of a bus stand and a proposal of an alternative site was made.

On 20.2.2008 a consent was submitted with a hope that this matter be resolved and I will be able to enjoy the fruits of my property bought 32 years earlier.

No reply was received and I had to send another legal notice on 18.3.2008 followed by a reminder on 17.11.2008 resulting into filing a C.W.P. No. 20357 of 2008.

Recently I received your letter No. 38223 dated 24.12.2008 along with a list of proposed sites with lesser area. The proposal is not equitable and justified.

I further want to bring to your notice that my area is fully developed. In fact Phase 6 Sector 57 is one of the initial areas of Mohali which were developed and it will be incorrect to say that the area where my site lays is undeveloped.

As a matter of fact my area and all the surrounding areas around my site are now booming with commercial development, my site/ area has become the focal point of all this commercial activity.

At this juncture after 32 years, when I should have been reaping the fruits of my property, you have decided to take over my site.

In case you want to give me an alternative site of a smaller measurement, a fair exchange would be where I am given an equitable offer like a shop cum office site in phase 3BIII, Phase 7, 9 or 10 as requested in my letter dated 10 December 2008 to Mr. V.P. Singh C.A. In this way I can be compensated for the loss of area by building additional floor and for the enormous amount which I have spent on my legal representations, visits to India & for the loss of business for the past 22 years.

Alternatively as you have asked for my consent to accept smaller area. I give my consent to accept any one of the following six options.

1. Site Nos. 67 of 79.06 sq. yards, plus site no. 68 of 75.625 sq. yards (total 2 sites) of Phase 3B2 combined area 154.685 Sq. Yards.
2. Site Nos. 105 of 45.375 sq. yards, plus 106 of 45.375 sq. yards plus 107 of 46.75 sq. yards (total three sites) of Sector 63 combined area 137.50 Sq. Yards.
3. Site No. 55 Sector 67 of 117.25 Sq. yards plus Site No. 70 of phase 3BII of 75.625 Sq. Yards (total 2 sites) combined area 192.87 Sq. Yards. (Please note I am ready to pay the cost of additional area of 27.87 sq. Yards on market price)
4. Site No. 60 of sector 67 of 117.25 sq. yards plus site No. 105 of 45.375 sq. yards of sector 63 (total 2 sites) combined area of 162.625 sq. yards
5. Site No. 68 of 75.625 sq. yards of Phase 3B2 plus site nos. 104 & 105 of 45.375 each of sector 63 (total 3 sites) combined area 166.375 sq. yards.
6. Site No. 146 or Site No. 5 single story shop phase 7 of 121 sq. yards each (any one site)

All I am asking is an equitable fair exchange against my site and my request to end 22 years old saga of stress, maltreatment and financial loss on my part.

I give below my contacts. Kindly deal directly with me, regarding the negotiation of alternative site.

H.No. 269

Pacific Highway Hornsby NSW 2077 Australia

Tel: 0061 2 9940 4430 Mobile: 0061 412 268 568 Fax: 0061 2 9940 4454

Email: pacifichighway@optusnet.com.au

Thanking you

Varinder Singh Lamba

Varinder Singh Lamba

Tel: 0061 2 9940 4430 Mobile: 0061 412 268 568

Email: pacifichighway@optusnet.com.au

• Copy to: Mr. V.P. Singh Chief Administrator GMADA fax No. 0172 2215 021

• Copy to: Mr. Balwinder Singh ACA/GMADA fax No. 0172 2215302

ਅਨੁਸ਼ਾਸ਼ਤਾ - ੬

Mr. Subash Rana
Estate Officer
GMADA, PUDA Bhawan
Mohali SAS Nagar India 160062
Fax: 0091 172 2215 303

Dated: 13 February 2009

Re: Site No. 6 Phase 6 (Sector 57) Mohali SAS Nagar.

Dear Mr. Rana

Reference is made to my letter dated 2nd February 2009 in which I gave 6 options of alternative sites.

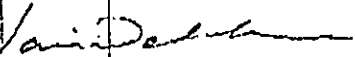
Since my offer has not yet been accepted, therefore I withdraw Option No. 1. which was regarding, Site Nos. 67 of 79.06 sq. yards, plus site no. 68 of 75.625 sq. yards. (total 2 sites) of Phase 3B2 combined area 154.685 Sq. Yards.

I would like to add two more options for your consideration in addition to remaining 5 options of my previous letter.

1. Site No. 146 of Phase 7 of 100 Sq. Yard
2. Site No. 82 plus site 67 of Phase 3BII of 75.625 sq yards and 79.06 sq. yards
Total two sites, combined area 154.685 Sq Yards.

All my options of this letter and letter dated 2 February 2009 are subject to condition that GMADA will bear the cost of my Stamp Duty and I shall get minimum 3 years period for the construction of the site.

Thanking you



Varinder Singh Lamba
H.No. 269

Pacific Highway Hornsby NSW 2077, Australia

Tel: 0061 2 9940 4430, Mobile: 0061 412 288 568 Fax: 0061 2 9940 4454

Email: pacifichighway@optusnet.com.au

- Copy to Mr. V.P. Singh Chief Administrator GMADA
- Copy to Mr. Balwinder Singh ACA GMADA

ਵਿਸ਼ਾ:

ਸਹਿਰੀ ਮਿਲਖ ਮੋਹਾਲੀ ਦੇ ਉਦਯੋਗਿਕ ਖੇਤਰ ਫੇਜ਼ 6 ਵਿੱਚ ਬਣਾਏ ਜਾਣ ਵਾਲੇ ਨਵੇਂ ਬੱਸ ਸਟੈਂਡ ਦੀ ਭੌ ਵਿੱਚ ਗਮਾਡਾ ਵਲੋਂ ਪਹਿਲਾਂ ਅਲਾਟ ਕੀਤੀਆਂ ਗਈਆਂ ਸਾਈਟਾਂ ਦੇ ਅਲਾਟੀਆਂ ਨੂੰ ਇਵਜ਼ੀ ਸਾਇਟਾਂ ਦੇਣ ਸਬੰਧੀ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਜੀ ਵਲੋਂ ਆਪਣੇ ਦਫਤਰੀ ਹੁਕਮ ਮਿਤੀ 6-2-09 ਰਾਂਹੀ ਗਠਿਤ ਕੀਤੀ ਕਮੇਟੀ ਦੀ ਮਿਤੀ 11-2-09 ਅਤੇ 13-2-2009 ਨੂੰ ਬਾਅਦ ਦੁਪਹਿਰ 3.30 ਹੋਈ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ।

ਉਚ ਪੱਧਰ ਤੇ ਲਏ ਗਏ ਫੈਸਲੇ ਅਨੁਸਾਰ ਸਹਿਰੀ ਮਿਲਖ ਮੋਹਾਲੀ ਦੇ ਉਦਯੋਗਿਕ ਖੇਤਰ ਫੇਜ਼ 6 ਵਿਖੇ ਅਜੋਕੀਆਂ ਸਹੂਲਤਾਂ ਪ੍ਰਧਾਨ ਕਰਦਾ ਹੋਇਆ ਨਵਾਂ ਬੱਸ ਸਟੈਂਡ ਬਣਾਇਆ ਜਾਣਾ ਹੈ। ਪਲੈਨਿੰਗ ਵਿੰਗ ਵਲੋਂ ਸਨਾਖਤ ਕੀਤੀ ਗਈ ਇਸ ਸਾਇਟ ਵਿਚ ਗਮਾਡਾ ਵਲੋਂ ਪਹਿਲਾਂ ਅਲਾਟ ਕੀਤੀ ਗਈ ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 6 ਅਤੇ ਧਰਮ ਕੰਡੇ ਦੀ ਸਾਈਟ ਆਉਂਦੀ ਹੈ। ਉਸਾਰੇ ਜਾਣ ਵਾਲੇ ਨਵੇਂ ਬਸ ਸਟੈਂਡ ਲਈ ਜਨਤਕ ਹਿਤ ਵਿਚ ਇਹਨਾਂ ਸਾਈਟਾਂ ਨੂੰ ਸਿਫਟ ਕਰਾਉਣਾ ਅਤਿ ਜ਼ਰੂਰੀ ਹੈ। ਇਹਨਾਂ ਸਾਈਟਾਂ ਨੂੰ ਇਥੋਂ ਸਿਫਟ ਕਰਨ ਲਈ ਸਮੇਂ ਸਮੇਂ ਸਿਰ ਸਬੰਧਤ ਅਲਾਟੀਆਂ ਨਾਲ ਰਾਬਤਾ ਕਾਇਮ ਕੀਤਾ ਜਾਂਦਾ ਰਿਹਾ ਅਤੇ ਹੁਣ ਕਿਉਂਜੋ ਪੀ.ਆਈ.ਡੀ.ਬੀ ਵਲੋਂ ਇਸ ਅਧੁਨਿਕ ਬਸ ਸਟੈਂਡ ਦੀ ਉਸਾਰੀ ਦਾ ਕੰਮ ਪੰਜਾਬ ਸਰਕਾਰ ਵਲੋਂ ਲਏ ਗਏ ਨਿਰਣੇ ਦੇ ਅਧਾਰ ਤੇ ਆਪਣੇ ਹੱਥ ਵਿਚ ਲਿਆ ਹੈ। ਜਿਸ ਕਰਕੇ ਪੀ.ਆਈ.ਡੀ.ਬੀ ਨੂੰ ਬੱਸ ਸਟੈਂਡ ਦੀ ਪ੍ਰਸਤਾਵਿਤ ਸਾਇਟ ਦੀ ਭੌ ਦਾ ਕਬਜ਼ਾ ਦੇਣ ਹਿਤ ਇਹਨਾਂ ਸਾਈਟਾਂ ਦੇ ਇਵਜ਼ ਵਿਚ ਨਵੀਆਂ ਸਾਇਟਾਂ ਦੇਣ ਲਈ ਗਠਿਤ ਕੀਤੀ ਗਈ ਕਮੇਟੀ ਦੀ ਮੀਟਿੰਗ ਮਿਤੀ 11-2-09 ਅਤੇ ਮਿਤੀ 13-2-09 ਨੂੰ ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਮੋਹਾਲੀ ਜੀ ਦੇ ਦਫਤਰੀ ਕਮਰੇ ਵਿਚ ਹੋਈ। ਇਸ ਮੀਟਿੰਗ ਵਿੱਚ ਧਰਮ ਕੰਡੇ ਦੇ ਕੋ ਸੇਅਰਰ ਸ੍ਰੀ ਹਰਿੰਦਰਪਾਲ ਸਿੰਘ ਬਜਾਵਾ ਵੀ ਹਾਜ਼ਰ ਹੋਏ। ਮੀਟਿੰਗ ਵਿਚ ਲੰਬੇ ਵਿਚਾਰ ਵਟਾਂਦਰੇ ਉਪਰੰਤ ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 6 ਅਤੇ ਧਰਮ ਕੰਡੇ ਦੀ ਸਾਈਟ ਦੇ ਇਵਜ਼ ਵਿਚ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਨਿਰਣੇ ਲਏ ਗਏ:-

1. ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 6, ਉਦਯੋਗਿਕ ਖੇਤਰ ਫੇਜ਼-6:-

ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 6 ਜਿਸ ਦਾ ਰਕਬਾ 165 ਵਰਗ ਹੈ, ਸਾਲ 1976 ਦੌਰਾਨ ਸ੍ਰੀ ਵਰਿੰਦਰ ਸਿੰਘ ਲਾਂਬਾ ਨੂੰ ਨਿਲਾਮੀ ਰਾਂਹੀ 45500/- ਰੁਪਏ ਵਿਚ ਵੇਚੀ ਗਈ ਸੀ। ਅਲਾਟੀ ਵਲੋਂ ਇਸ ਸਾਇਟ ਦੀ ਪੂਰੀ ਕੀਮਤ ਅਦਾ ਕਰਨ ਉਪਰੰਤ ਆਪਣੇ ਨਾਮ ਤੇ ਕੰਨਵੇਅਸ ਡੀਡ

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ਕਰਵਾਈ ਹੋਈ ਹੈ। ਮੌਜੂਦਾ ਅਲਾਟੀ ਵਲੋਂ ਇਸ ਮਾਮਲੇ ਦੇ ਨਿਪਟਰੇ ਲਈ ਮਾਨਯੋਗ ਪੰਜਾਬ ਅਤੇ ਹਰਿਆਣਾ ਹਾਈ ਕੋਰਟ ਵਿਚ ਸਿਵਲ ਰਿਟ ਪਟੀਸ਼ਨ ਨੰਬਰ 20357 ਆਫ 2008 ਦਾਇਰ ਕੀਤੀ ਗਈ ਅਤੇ ਮਾਨਯੋਗ ਹਾਈ ਕੋਰਟ ਵਲੋਂ ਮਿਤੀ 3-12-2008 ਨੂੰ ਇਸ ਸਿਵਲ ਰਿਟ ਪਟੀਸ਼ਨ ਨੂੰ ਡਿਸਪੋਜ਼ ਆਫ ਕਰਦੇ ਹੋਏ ਹੁਕਮਾਂ ਦੀ ਸਰਟੀਫਾਈ ਕਾਪੀ ਪ੍ਰਾਪਤ ਹੋਣ ਦੀ ਮਿਤੀ ਤੋਂ ਦੋ ਮਹੀਨੇ ਦੇ ਅੰਦਰ ਅੰਦਰ ਅਲਾਟੀ ਦੇ ਵਕੀਲ ਵਲੋਂ ਮਿਤੀ 18-3-2008 ਨੂੰ ਦਿੱਤੇ ਗਏ ਕਾਨੂੰਨੀ ਨੋਟਿਸ ਸਬੰਧੀ ਮੂੰਹ ਬੋਲਦੇ ਹੁਕਮ ਪਾਸ ਕਰਨ ਲਈ ਆਦੇਸ਼ ਦਿੱਤੇ ਗਏ ਹਨ। ਮਾਨਯੋਗ ਹਾਈਕੋਰਟ ਦੇ ਹੁਕਮਾਂ ਦੀ ਰੋਸ਼ਨੀ ਵਿਚ ਅਲਾਟੀ ਨੂੰ ਨਿੱਜੀ ਸੁਣਵਾਈ ਲਈ ਬੁਲਾਇਆ ਗਿਆ ਸੀ। ਪਰ ਅਲਾਟੀ ਵਿਦੇਸ਼ ਵਿਚ ਹੋਣ ਕਰਕੇ ਉਸ ਵਲੋਂ ਇਸ ਸਾਇਟ ਬਦਲੇ ਇਵਜੀ ਸਾਈਟ ਦੇਣ ਸਬੰਧੀ ਮਿਤੀ 2-2-2009 ਨੂੰ ਆਪਣੀ ਸਹਿਮਤੀ ਭੇਜੀ। ਅਲਾਟੀ ਵਲੋਂ ਆਪਣੀ ਸਹਿਮਤੀ ਵਿਚ ਛੇ ਆਪਸਨਾਂ ਦਿੱਤੀਆਂ ਗਈਆਂ ਸਨ।

ਕਮੇਟੀ ਨੂੰ ਮੌਜੂਦਾ ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 6 ਦੀ ਮੌਜੂਦਾ ਕੀਮਤ ਲੱਗਭੱਗ 271 ਲੱਖ ਰੁਪਏ ਦੱਸੀ ਗਈ। ਇਹ ਕੀਮਤ ਮਿਤੀ 28-5-08 ਨੂੰ ਹੋਈ ਬੋਲੀ ਦੌਰਾਨ ਫੇਜ਼-6 ਵਿਚ ਵੇਚੇ ਗਏ ਐਸ ਸੀ ਐਫ ਜੋ 1,64,000/- ਰੁਪਏ ਪ੍ਰਤੀ ਵ.ਗ. ਦੇ ਹਿਸਾਬ ਨਾਲ ਵੇਚੇ ਗਏ ਸਨ ਨੂੰ ਮੱਦੇ ਨਜ਼ਰ ਰੱਖਦੇ ਹੋਏ ਕੈਲਕੁਲੇਟ ਕੀਤੀ ਗਈ। ਇਥੇ ਇਹ ਵੀ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਫੇਜ਼-6 ਵਿਖੇ ਮਿਤੀ 2-9-2008 ਨੂੰ ਬੂਥਾਂ ਦੀ ਨਿਲਾਮੀ 2,29,000/- ਰੁਪਏ ਪ੍ਰਤੀ ਵ.ਗ. ਨਾਲ ਕੀਤੀ ਗਈ ਸੀ। ਇਸ ਦੇ ਨਾਲ ਹੀ ਅਲਾਟੀ ਵਲੋਂ ਦਿੱਤੀਆਂ ਗਈਆਂ ਆਪਸਨਾਂ ਵਿਚ ਦਰਜ ਸਾਈਟਾਂ ਦਾ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਵਿੱਤੀ ਵੇਰਵਾ ਦੱਸਿਆ ਗਿਆ ਹੈ ਜੋ ਸਬੰਧਤ ਸੈਕਟਰਾਂ ਵਿੱਚ ਹੋਈਆਂ ਵਿਪਾਰਕ ਸਾਈਟਾਂ ਦੀਆਂ ਪਿਛਲੀਆਂ ਬੋਲੀਆਂ ਦੇ ਰੇਟਾਂ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰੱਖਦੇ ਹੋਏ ਕੱਢਿਆ ਗਿਆ ਹੈ:-

OPTIONS	MARKET PRICE ON THE BASIS OF LAST AUCTION HELD
1. Site Nos. 67 of 79.06 Sq. Yds, Plus Site No. 68 of 75.625 Sq. Yds. (Total 2 Sites) of Phase 3B2 combined area 154.685 Sq. Yds.	Rs. 348.94 Lacs approx
2. Site No. 105 of 45.375 Sq. Yds. plus 106 of 45.375 Sq. Yds plus 107 of 46.75 Sq. Yds. (Total Three Sites) of Sector 63 combined area 137.50 Sq.	Rs. 453.75 Lacs approx

Yds.	
3. Site No. 55 Sector 67 of 117.25 Sq. Yds plus Site No. 70 of phase 3B2 of 75.625 Sq. Yds. (total 2 sites) combined area 192.87 Sq. Yds. (Please note I am ready to pay the cost of additional area of 27.87 Sq. Yds. on market price)	Rs. 441.01 Lacs approx
4 Site No. 60 of Sector 67 of 117.25 Sq. Yds. Plus site No. 105 of 45.375 Sq. Yds. of Sector 63 (total 2 sites) combined area of 162.625 Sq. Yds.	Rs. 420.59 Lacs approx
5 Site No. 68 of 75.625 Sq. Yds. of Phase 3B2 plus site No. 104 & 105 of 45.375 each of sector 63 (Total 3 sites) combined area 166.375 Sq. Yds.	Rs. 319.90 Lacs approx
6. Site No. 146 or Site No. 5 single story shop phase-7 of 121 Sq. Yds. each (any one site).	Rs. 322 Lacs approx for 121 Sq. Yds. & Rs. 266 Lacs approx. for 100 Sq. Yds.

ਤੁਲਨਾਤਮਿਕ ਵਿਵਰਣ ਅਨੁਲੱਗ-1 ਤੇ ਨੱਥੀ ਹੈ।

ਕਮੇਟੀ ਵਲੋਂ ਇਸ ਸਾਈਟ ਦੀ ਮਾਰਕੀਟ ਰੇਟ ਤੇ ਕੰਪਲਸਰੀ ਐਕੁਜੇਸ਼ਨ ਦੇ ਮੁੱਦੇ ਤੇ ਵੀ ਵਿਚਾਰਿਆ ਗਿਆ ਪਰੰਤੂ ਇਸ ਪ੍ਰੋਜੈਕਟ ਦੀ ਮਹੱਤਤਾ ਨੂੰ ਮੁੱਖ ਰੱਖਦੇ ਹੋਏ ਅਲਾਟੀ ਵਲੋਂ ਦਿੱਤੀ ਗਈ ਸਹਿਮਤੀ ਨੂੰ ਮੰਨਣਾ ਯੋਗ ਸਮਝਿਆ ਗਿਆ ਕਿਉਂਜੋ ਅਲਾਟੀ ਵਲੋਂ ਪਹਿਲਾਂ ਹੀ ਵਿਸ਼ੇ ਸਬੰਧੀ ਕੋਰਟ ਕੇਸ ਕੀਤਾ ਹੋਇਆ ਹੈ ਅਤੇ ਹੁਣ ਕੰਪਲਸਰੀ ਐਕੁਜੇਸ਼ਨ ਕਰਾਉਣ ਨਾਲ ਕੇਸ ਵਿਚ ਅਣਮਿਥਾ ਸਮਾਂ ਲੱਗ ਸਕਦਾ ਹੈ।

ਅਲਾਟੀ ਦੀਆਂ ਪ੍ਰਾਪਤ ਹੋਈਆਂ ਆਪਸਨਾਂ ਸਬੰਧੀ ਉਕਤ ਅਨੁਸਾਰ ਵਿੱਤੀ ਅਤੇ ਪ੍ਰਬੰਧਕੀ ਪਹਿਲੂਆਂ ਦੇ ਮੱਦੇ ਨਜ਼ਰ ਰੱਖਦੇ ਹੋਏ ਕਮੇਟੀ ਮੈਂਬਰਾਂ ਦੀ ਇਹ ਆਮ ਰਾਇ ਸੀ ਕਿ ਬਾਕੀ ਦੀਆਂ ਆਪਸਨਾਂ ਵਿਚੋਂ ਫੇਜ਼-7 ਦੀ ਸਾਈਟ ਨੰਬਰ 146 ਵਿੱਤੀ ਅਤੇ ਪ੍ਰਬੰਧਕੀ ਪੱਖੋਂ ਵਾਇਬਲ ਹੈ। ਪਰ ਅਲਾਟੀ ਵਲੋਂ ਆਪਣੀ ਆਪਸਨ ਵਿਚ ਇਸ ਸਾਈਟ ਦਾ ਰਕਬਾ 121 ਵਗ: ਲਿਖਿਆ ਗਿਆ ਸੀ। ਇਸ ਸਬੰਧੀ ਅਲਾਟੀ ਨੂੰ ਟੈਲੀਫੋਨ ਤੇ ਦੱਸਿਆ ਗਿਆ ਅਤੇ ਅਲਾਟੀ ਵਲੋਂ ਮਿਤੀ 13-2-09 ਨੂੰ ਫੈਕਸ ਰਾਹੀਂ ਦੁਬਾਰਾ ਆਪਸਨ ਭੇਜੀ ਗਈ। ਅਲਾਟੀ ਵਲੋਂ ਭੇਜੀ ਗਈ ਦੁਬਾਰਾ ਆਪਸਨ ਨੂੰ ਕਮੇਟੀ



ਵਲੋ ਮਿਤੀ 13-2-09 ਨੂੰ ਵਿਚਾਰਦੇ ਹੋਏ ਕਮੇਟੀ ਇਸ ਨਤੀਜੇ ਤੇ ਪਹੁੰਚੀ ਹੈ ਕਿ ਸਿੰਗਲ ਸਟੋਰੀ ਸਾਈਟ ਨੰਬਰ 146 ਫੇਜ਼-7 ਵਿੱਤੀ ਅਤੇ ਪ੍ਰਬੰਧਕੀ ਪੱਖੋਂ ਵਾਇਬਲ ਹੈ ਅਤੇ ਇਸ ਸਾਈਟ ਦਾ ਪਹਿਲਾਂ ਅਲਾਟ ਕੀਤੀ ਗਈ ਸਾਈਟ ਨਾਲੋਂ 65 ਵਰਗ ਗਜ਼ ਰਕਬਾ ਘੱਟ ਹੈ। ਇਸ ਲਈ ਕਮੇਟੀ ਇਸ ਸਾਈਟ ਨੂੰ ਇਵਜ਼ੀ ਸਾਈਟ ਵਜੋਂ ਤਬਦੀਲ ਕਰਨ ਦੀ ਸਿਫਾਰਸ਼ ਕਰਦੀ ਹੈ। ਕਮੇਟੀ ਇਹ ਵੀ ਸਿਫਾਰਸ਼ ਕਰਦੀ ਹੈ ਕਿ ਕਿਉਂਜੋ ਮੌਜੂਦਾ ਸਾਈਟ ਦੀ ਕੰਨਵੇਅਸ ਡੀਡ ਪਹਿਲਾਂ ਹੀ ਅਲਾਟੀ ਵਲੋਂ ਕਰਵਾਈ ਹੋਈ ਹੈ ਇਸ ਲਈ ਨਵੀਂ ਸਾਈਟ ਦੀ ਕੰਨਵੇਸ ਡੀਡ ਸਬੰਧੀ ਜੋ ਖਰਚਾ ਆਵੇਗਾ ਉਸ ਦੀ ਪੂਰਤੀ ਗਮਾਡਾ ਵਲੋਂ ਕੀਤੀ ਜਾਵੇ ਅਤੇ ਅਲਾਟੀ ਨੂੰ ਨਵੀਂ ਸਾਈਟ ਤੇ ਉਸਾਰੀ ਕਰਨ ਲਈ ਤਿੰਨ ਸਾਲ ਦਾ ਸਮਾਂ ਦਿੱਤਾ ਜਾਵੇ।

2. ਧਰਮ ਕੰਡਾ ਉਦਯੋਗਿਕ ਖੇਤਰ ਫੇਜ਼ 6:-

ਉਦਯੋਗਿਕ ਖੇਤਰ ਫੇਜ਼ 6 ਵਿਖੇ ਧਰਮ ਕੰਡੇ ਦੀ ਸਾਈਟ ਜਿਸ ਦਾ ਰਕਬਾ 833.33 ਵਰਗ ਗਜ਼ (50'x150') ਸਾਲ 1976 ਦੌਰਾਨ ਨਿਲਾਮੀ ਰਾਹੀਂ 2,41,000/- ਰੁਪਏ ਵਿਚ ਵੇਚੀ ਗਈ ਸੀ। ਅਲਾਟੀ ਵਲੋਂ ਇਸ ਸਾਈਟ ਦੀ ਪੂਰੀ ਕੀਮਤ ਅਦਾ ਕਰਨ ਉਪਰੰਤ ਆਪਣੇ ਨਾਮ ਤੇ ਕੰਨਵੇਅਸ ਡੀਡ ਕਰਵਾਈ ਹੋਈ ਹੈ ਅਤੇ ਮੌਕੇ ਤੇ ਸਾਈਟ ਤੇ ਬਿਲਡਿੰਗ ਦੀ ਉਸਾਰੀ ਕਰਕੇ ਲੋੜੀਂਦੀ ਮਸ਼ੀਨਰੀ ਵੀ ਲਗਾਈ ਹੋਈ ਹੈ। ਮੀਟਿੰਗ ਦੌਰਾਨ ਧਰਮ ਕੰਡੇ ਦੀ ਅਲਾਟਡ ਸਾਈਟ ਦੇ ਕੋ ਸੇਅਰਰ ਸ਼੍ਰੀ ਹਰਿੰਦਰਪਾਲ ਸਿੰਘ ਬਾਜਵਾ ਹਾਜ਼ਰ ਹੋ ਕੇ ਇਸ ਸਾਈਟ ਦੇ ਇਵਜ਼ ਵਿਚ ਸੈਕਟਰ 65-ਏ ਵਿਚ ਬਲਕ ਮਟੀਰੀਅਲ ਮਾਰਕੀਟ ਵਿਚ 1166.66 ਵਰਗ ਗਜ਼ ਦੀ ਸਾਈਟ ਵਿਚੋਂ ਮੌਜੂਦਾ ਸਾਈਟ ਦੇ ਰਕਬੇ ਮੁਤਾਬਿਕ ਤਬਦੀਲ ਕਰਨ ਲਈ ਆਪਣੀ ਸਹਿਮਤੀ ਸਰਤਾਂ ਲਗਾਉਂਦੇ ਹੋਏ ਦਿੱਤੀ। ਇਹਨਾਂ ਸਰਤਾਂ ਨੂੰ ਕਮੇਟੀ ਮੈਂਬਰਾਂ ਵਲੋਂ ਗੁਰੂ ਨਾਲ ਪੜਚੋਲਣ/ਵਿਚਾਰਨ ਉਪਰੰਤ ਮੌਜੂਦਾ ਸਾਈਟ ਦੇ ਇਵਜ਼ ਵਿਚ ਬਲਕ ਮਟੀਰੀਅਲ ਮਾਰਕੀਟ ਵਿਚ ਉਲੀਕੀ ਗਈ ਸਾਈਟ ਦੇ ਬਰਾਬਰ ਦੇ ਰਕਬੇ ਦੀ ਸਾਈਟ ਹੇਠ ਲਿਖੀਆਂ ਸਰਤਾਂ ਤੇ ਤਬਦੀਲ ਕਰਨ ਦੀ ਕਮੇਟੀ ਸਿਫਾਰਸ਼ ਕਰਦੀ ਹੈ:-

1. ਪ੍ਰਸਤਾਵਿਤ ਇਵਜ਼ੀ ਫਰੀ ਹੋਲਡ ਸਾਈਟ ਦਾ ਰਕਬਾ ਮੌਜੂਦਾ ਸਾਈਟ ਜਿਤਨਾ ਹੀ ਹੋਵੇ ਅਤੇ ਜੇਕਰ ਮੌਕੇ ਤੇ 2-4 ਵਰਗ ਗਜ਼ ਰਕਬਾ ਵੱਧ ਵੀ ਜਾਵੇ ਤਾਂ ਉਸ ਦੇ ਬਦਲੇ ਹੋਰ ਕੋਈ ਵਾਧੂ ਰਕਮ ਦੀ ਅਲਾਟੀ ਤੇ ਮੰਗ ਨਾ ਕੀਤੀ ਜਾਵੇ।

2. ਪ੍ਰਸਤਾਵਿਤ ਇਵਜੀ ਸਾਈਟ ਅਲਾਟੀ ਦੀ ਮੰਗ ਅਨੁਸਾਰ ਕੰਨਵੇਅਸ ਡੀਡ ਤੇ ਆਉਣ ਵਾਲਾ ਸ਼ਾਮਲ ਪਰਚਾ ਗਮਾਡਾ ਵਲੋਂ ਅਦਾ ਕੀਤਾ ਜਾਵੇ।
3. ਪ੍ਰਸਤਾਵਿਤ ਸਾਈਟ ਤੇ ਪਹੁੰਚ ਸੜਕ, ਬਿਜਲੀ, ਪਾਣੀ ਅਤੇ ਹੋਰ ਢੁਕਵੀਆਂ ਸਹੂਲਤਾਂ ਦਾ ਮੁਕੰਮਲ ਤੌਰ ਤੇ ਪ੍ਰਬੰਧ ਗਮਾਡਾ ਵਲੋਂ ਕੀਤਾ ਜਾਵੇ।
4. ਪ੍ਰਸਤਾਵਿਤ ਇਵਜੀ ਸਾਈਟ ਮੌਕੇ ਤੇ ਕੀਤੇ ਸਰਵੇ ਅਨੁਸਾਰ ਡੂੰਘੀ ਹੋਣ ਕਰਕੇ ਜੋਨਿੰਗ ਪਲੈਨ ਅਧੀਨ ਨਿਰਧਾਰਤ ਕੀਤੇ ਗਏ ਨਾਰਮਜ਼ ਨੂੰ ਧਿਆਨ ਵਿਚ ਰੱਖਦੇ ਹੋਏ ਅਲਾਟੀ ਨੂੰ ਬੇਸਮੈਂਟ ਬਨਾਉਣ ਦੀ ਆਗਿਆ ਦਿੱਤੀ ਜਾਵੇ ਅਤੇ ਬੇਸਮੈਂਟ ਬਨਾਉਣ ਸਦਕਾ ਅਲਾਟੀ ਤੋਂ ਕੋਈ ਵੱਖਰੇ ਚਾਰਜਿਜ਼ ਨਾ ਵਸੂਲੇ ਜਾਣ।
5. ਪ੍ਰਸਤਾਵਿਤ ਇਵਜੀ ਸਾਈਟ ਨੂੰ ਪਲੈਨਿੰਗ ਅਨੁਸਾਰ 100 ਫੁਟ ਰੋਡ ਤੇ ਆਉਣ ਜਾਣ ਲਈ ਢੁਕਵਾਂ ਰਸਤਾ ਮੁੱਹਈਆ ਕੀਤਾ ਜਾਵੇ।
6. ਉਯੋਗਿਕ ਖੇਤਰ ਫੇਜ਼-6 ਵਿਖੇ ਧਰਮ ਕੰਡੇ ਦੀ ਮੌਜੂਦਾ ਸਾਈਟ ਤੇ ਬਣੇ ਹੋਏ ਸਟਰਕਚਰ ਦਾ ਮੁਆਵਜ਼ਾ ਪੀ.ਡਬਲਯੂ ਡੀ ਦੇ ਨਾਰਮਜ਼ ਅਨੁਸਾਰ ਅਦਾ ਕੀਤਾ ਜਾਵੇ ਅਤੇ ਇਸ ਸਟਰਕਚਰ ਨੂੰ ਗਮਾਡਾ ਆਪਣੇ ਖਰਚੇ ਤੇ ਡਿਸਮੈਂਟਲ ਕਰਾਉਣ ਉਪਰੰਤ ਮਲਬੇ ਨੂੰ ਉਠਾਇਆ ਜਾਵੇ। ਸਾਈਟ ਤੇ ਜੋ ਮਸ਼ੀਨਰੀ ਅਤੇ ਇਨਫਰਾ ਸਟਰਕਚਰ ਮੌਜੂਦ ਹਨ ਉਹਨਾਂ ਤੇ ਅਲਾਟੀ ਦਾ ਹੱਕ ਹੈ ਅਤੇ ਅਲਾਟੀ ਆਪਣੇ ਪੱਧਰ ਤੇ ਉਸ ਨੂੰ ਮੌਕੇ ਤੋਂ ਸਿਫਟ ਕਰਵਾਏਗਾ।
7. ਵਪਾਰ ਤੇ ਪ੍ਰਸਤਾਵਿਤ ਹੋਣ ਵਾਲੇ ਨੁਕਸਾਨ, ਮੌਕੇ ਤੇ ਵਪਾਰ ਸਬੰਧੀ ਅੰਗੇਜ਼ ਕੀਤੇ ਹੋਏ ਵਰਕਰਾਂ ਦੀ ਤਨਖਾਹ ਅਤੇ ਮਸ਼ੀਨਰੀ ਨੂੰ ਨਵੀਂ ਥਾਂ ਤੇ ਤਬਦੀਲ ਕਰਨ ਸਦਕਾ ਹੋਣ ਵਾਲੇ ਨੁਕਸਾਨ ਦੇ ਇਵਜ਼ ਵਜੋਂ ਅਲਾਟੀ ਵਲੋਂ ਮੌਜੂਦਾ ਸਾਈਟ ਦਾ ਕਬਜ਼ਾ ਗਮਾਡਾ ਨੂੰ ਸੌਂਪਣ ਦੀ ਮਿਤੀ ਤੋਂ 6 ਮਹੀਨਿਆਂ ਦੇ ਸਮੇਂ ਤੱਕ 20,000/- ਰੁਪਏ ਪ੍ਰਤੀ ਮਹੀਨੇ ਦੀ ਦਰ ਨਾਲ ਗਮਾਡਾ ਅਲਾਟੀ ਨੂੰ ਅਦਾ ਕਰੇਗਾ।
8. ਮੌਜੂਦਾ ਸਾਈਟ ਦਾ ਕਬਜ਼ਾ ਪ੍ਰਾਪਤ ਕਰਨ ਹਿਤ ਗਮਾਡਾ ਵਲੋਂ ਅਲਾਟੀ ਨੂੰ 10 ਦਿਨਾਂ ਦਾ ਸਮਾਂ ਦਿੱਤਾ ਜਾਵੇ ਤਾਂ ਜੋ ਮੌਕੇ ਤੇ ਲੱਗੀ ਮਸ਼ੀਨਰੀ ਅਤੇ ਇਨਫਰਾਸਟਰਕਚਰ ਨੂੰ ਆਪਣੀ ਲੋੜ ਅਨੁਸਾਰ ਸਿਫਟ ਕਰ ਸਕੇ।

ਲੇਖਾ ਅਫਸਰ
ਮੁੱਖ ਦਫਤਰ
ਗਮਾਡਾ, ਮੋਹਾਲੀ

ਦੀ ਸ਼ਿਯੋਪਤਾ
(ਲੇਖਾ ਅਫਸਰ)
ਮਿਲਖ ਦਫਤਰ
ਗਮਾਡਾ, ਮੋਹਾਲੀ

ਏ.ਟੀ.ਪੀ
ਵਾਸਤੇ ਡੀ.ਟੀ.ਪੀ
ਮੋਹਾਲੀ

ਅਸਟੇਟ ਅਫਸਰ
ਗਮਾਡਾ, ਮੋਹਾਲੀ

ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ
ਗਮਾਡਾ, ਮੋਹਾਲੀ

ਅਨੁਕਰ-1

Detail of rates of Commercial sites in the last auction held and financial analysis of the existing site and proposed site to be allotted.

Sr No.	Phase/ Sector	Date of Last auction	Catogry of Site	Rate Per Sq. yard (Amount in lacs)
1	Phase-6	2-9-2008 28-5-2008	Booth SCF	Rs. 2.29 Rs. 1.64
2	Phase- 3B2	9-3-2006	SSS	Rs. 2.25
3	Phase-7	2-9-2008	Booth	Rs. 2.66
4	Sector-63	9-3-2006 2-9-2008	SSS SCF	Rs. 1.74 Rs. 3.30
5	Sector-67	21-8-2007 28-5-2008	Booth SCO	Rs.2.31 Rs.3.02

Financial anlysis of the existing site and proposed site to be allotted.

Option No.	Site Demended in sector / Phase	Area Demanded in Sq. yard	Rate Per Sq. yard (Amount in lacs)	Total Consideration amount in lacs
1	Phase 3 B2	154.685	Rs. 2.25	Rs. 348.04
2	Sector 63	137.50	Rs. 3.30	Rs. 453.75
3	Sector-67 Phase-3 B2	117.25 75.625	Rs. 2.31 Rs. 2.25	Rs. 270.85 Rs. 170.16
				Rs. 441.01
4	Sector-67 Sector-63	117.25 45.375	Rs. 2.31 Rs. 3.30	Rs. 270.85 Rs. 149.74
				Rs. 420.59
5	Phase 3 B 2 Sector 63	75.625 45.375	Rs. 2.25 Rs. 3.30	Rs. 170.16 Rs. 149.74
				Rs. 319.90
6	Phase-7	100	Rs. 2.66	Rs. 266.00

ਅਨੁਸ਼ੰਗ - ੨

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ਅੱਜ ਮਿਤੀ 11-2-09 ਨੂੰ ਕਮੇਟੀ ਦੇ ਸਾਹਮਣੇ ਹਾਜ਼ਰ ਹੋ ਕੇ ਹੇਠ-ਲਿਖੇ ਅਨੁਸਾਰ ਅੰਡਰਟੇਕਿੰਗ ਦਿੱਤੀ ਜਾਂਦੀ ਹੈ:-

1. ਉਦਯੋਗਿਕ ਖੇਤਰ, ਫੇਜ਼-6, ਮੋਹਾਲੀ ਵਿਖੇ ਸਾਲ 1976 ਦੌਰਾਨ ਖੁੱਲ੍ਹੀ ਬੋਲੀ ਰਾਹੀਂ ਖਰੀਦੀ ਗਈ 833.33 ਵਰਗ ਗਜ਼ ਸਾਈਟ ਦਾ ਕਬਜ਼ਾ ਸ਼ਹਿਰੀ ਮਿਲਖ, ਮੋਹਾਲੀ, ਫੇਜ਼-11 ਦੇ ਨਾਲ ਬਲਕ ਮਟੀਰੀਅਲ ਮਾਰਕੀਟ ਵਿੱਚ ਉਲੀਕੀ ਗਈ ਉਤਨੇ ਹੀ ਸਾਈਜ਼ ਦੀ ਸਾਈਟ ਹੇਠ-ਲਿਖੀਆਂ ਸ਼ਰਤਾਂ ਤੇ ਪ੍ਰਾਪਤ ਕਰਨ ਉਪਰੰਤ ਦੇਣ ਲਈ ਰਜ਼ਾਮੰਦ ਹਾਂ:-
1. ਪ੍ਰਸਤਾਵਿਤ ਇਵਜ਼ੀ ਸਾਈਟ ਫਰੀ ਹੋਲਡ ਹੋਣੀ ਚਾਹੀਦੀ ਹੈ।
2. ਪ੍ਰਸਤਾਵਿਤ ਸਾਈਟ ਪ੍ਰਾਪਤ ਕਰਨ ਸਮੇਂ ਕੰਨਵੇਅੰਸ ਡੀਡ ਤੇ ਆਉਣ ਵਾਲਾ ਸਮੁੱਚਾ ਖਰਚਾ ਗਮਾਡਾ ਵੱਲੋਂ ਉਠਾਇਆ ਜਾਵੇ।
3. ਪ੍ਰਸਤਾਵਿਤ ਸਾਈਟ ਤੇ ਬਣਦੀ ਸੜਕ, ਬਿਜਲੀ, ਪਾਣੀ ਅਤੇ ਹੋਰ ਢੁੱਕਵੀਆਂ ਸਹੂਲਤਾਂ ਦਾ ਪ੍ਰਬੰਧ ਗਮਾਡਾ ਵੱਲੋਂ ਕੀਤਾ ਜਾਵੇ।
4. ਪ੍ਰਸਤਾਵਿਤ ਤਬਦੀਲ ਕੀਤੀ ਜਾਣ ਵਾਲੀ ਇਵਜ਼ੀ ਸਾਈਟ ਮੌਕੇ ਤੇ ਡੂੰਘੀ ਹੋਣ ਕਰਕੇ ਮੈਨੂੰ ਜੋਨਿੰਗ ਪਲੇਨ ਅਨੁਸਾਰ ਨਿਰਧਾਰਤ ਕੀਤੇ ਗਏ ਨਾਰਮਲ ਨੂੰ ਧਿਆਨ ਵਿੱਚ ਰੱਖਦੇ ਹੋਏ ਬੇਸਮੈਂਟ ਬਣਾਉਣ ਦੀ ਆਗਿਆ ਦਿੱਤੀ ਜਾਵੇ ਅਤੇ ਅਸੀਂ ਇਸ ਦੇ ਗਮਾਡਾ ਨੂੰ ਕੋਈ ਵੱਖਰੇ ਚਾਰਜਿਜ਼ ਅਦਾ ਨਹੀਂ ਕਰਾਂਗੇ।
5. ਜੇਕਰ ਅਲਾਟ ਕੀਤੀ ਜਾਣ ਵਾਲੀ ਸਾਈਟ ਦਾ ਮੌਕੇ ਤੇ ਕਬਜ਼ਾ ਦੇਣ ਸਮੇਂ 2-4 ਵਰਗ ਗਜ਼ ਰਕਬਾ ਵੱਧ ਵੀ ਜਾਵੇ ਤਾਂ ਉਸ ਦੇ ਬਦਲੇ ਅਸੀਂ ਹੋਰ ਕੋਈ ਅਦਾਇਗੀ ਨਹੀਂ ਕਰਾਂਗੇ।
6. ਸਾਈਟ ਨੂੰ 100 ਫੁੱਟ ਰੋਡ ਤੋਂ ਆਉਣ-ਜਾਣ ਲਈ ਢੁੱਕਵਾਂ ਰਸਤਾ ਦਿੱਤਾ ਜਾਵੇ।
7. ਮੌਜੂਦਾ ਸਾਈਟ ਤੇ ਬਣੇ ਹੋਏ ਸਟਰੱਕਚਰ ਦਾ ਮੁਆਵਜ਼ਾ ਪੀ.ਡਬਲਊ.ਡੀ. ਦੇ ਨਾਰਮਲ ਅਨੁਸਾਰ ਗਮਾਡਾ ਵੱਲੋਂ ਦਿੱਤਾ ਜਾਵੇ ਅਤੇ ਇਸ ਸਟਰੱਕਚਰ ਨੂੰ ਡਿਸਮੈਂਟਲ ਵੀ ਗਮਾਡਾ ਵੱਲੋਂ ਆਪਣੇ ਖਰਚੇ ਤੇ ਕਰਨ ਉਪਰੰਤ ਮਲਵਾ ਵੀ ਉਠਾ ਲਿਆ ਜਾਵੇ। ਸਾਈਟ ਤੇ ਜੋ ਵੀ ਮਸ਼ੀਨਰੀ ਅਤੇ ਹੋਰ ਇਨਫਰਾਸਟਰਕਚਰ ਦੇ ਹੱਕਦਾਰ ਅਸੀਂ ਹੋਵਾਂਗੇ।
8. ਬਿਜਨੈੱਸ ਤੇ ਪ੍ਰਸਤਾਵਿਤ ਆਉਣ ਹੋਣ ਵਾਲਾ ਨੁਕਸਾਨ ਤੇ ਮੌਕੇ ਤੇ ਬਿਜਨੈੱਸ ਸਬੰਧੀ ਅੰਗੇਜ਼ ਕੀਤੇ ਹੋਏ ਵਰਕਰ ਅਤੇ ਮਸ਼ੀਨਰੀ ਨੂੰ ਨਵੀਂ ਥਾਂ ਤੇ ਬਦਲਣ ਸਦਕਾ ਹੋਣ ਵਾਲੇ ਨੁਕਸਾਨ ਦੇ ਇਵਜ਼ ਵਜੋਂ 20, 000/- ਰੁਪਏ ਪ੍ਰਤੀ ਮਹੀਨਾ ਦੇ ਹਿਸਾਬ ਨਾਲ 6 ਮਹੀਨਿਆਂ ਦੀ ਬਣਦੀ ਰਕਮ ਦੀ ਅਦਾਇਗੀ ਕੀਤੀ ਜਾਵੇ। ਇਹ 6 ਮਹੀਨਿਆਂ ਦਾ ਸਮਾਂ ਮੌਜੂਦਾ ਸਾਈਟ ਦਾ ਕਬਜ਼ਾ ਦੇਣ ਦੀ ਮਿਤੀ ਤੋਂ ਸ਼ੁਰੂ ਹੋਵੇ।
9. ਮੌਜੂਦਾ ਸਾਈਟ ਦਾ ਕਬਜ਼ਾ ਪ੍ਰਾਪਤ ਕਰਨ ਹਿੱਤ ਗਮਾਡਾ ਵੱਲੋਂ 10 ਦਿਨਾਂ ਦਾ ਸਮਾਂ ਦਿੱਤਾ ਜਾਵੇ ਤਾਂ ਜੋ ਮੌਕੇ ਤੇ ਲੱਗੀ ਮਸ਼ੀਨਰੀ ਅਤੇ ਇਨਫਰਾਸਟਰਕਚਰ ਨੂੰ ਆਪਣੀ ਲੋੜ ਅਨੁਸਾਰ ਸ਼ਿਫਟ ਕਰ ਸਕੀਏ।

(Signature)

(ਲੈਫ: ਕਲ: (ਰਿਟਾ) ਹਰਿਦਰਪਾਲ ਸਿੰਘ ਬਾਜਵਾ)
ਕੋ-ਸ਼ੇਅਰਰ, ਮਕਾਨ ਨੰ: 226, ਸੈਕਟਰ-35-ਏ,
ਚੰਡੀਗੜ੍ਹ
ਵਾਸਤੇ: ਸ਼੍ਰੀਮਤੀ ਗੀਤਇੰਦਰ ਕੌਰ ਪਤਨੀ ਸ਼੍ਰੀ ਸਿਮਰਨਜੀਤ ਸਿੰਘ ਮਾਨ
ਸ਼੍ਰੀਮਤੀ ਸਭੱਗਿਆ ਮਾਨ ਪਤਨੀ ਲੇਟ ਮਨਜੀਤ ਸਿੰਘ
ਸ਼੍ਰੀਮਤੀ ਸੁਖਪਾਲ ਕੌਰ ਪਤਨੀ ਅਮ੍ਰਿਤਪਾਲ ਸਿੰਘ

ਮਨੁਸ਼ਿਕ - ਭ' 27

From

The Secretary to Government, Punjab,
Housing & Urban Development Department.

To

The Director,
Housing & Urban Development Department, Punjab,
Chandigarh.

Memò No. 8642-3UD-74/

Dated Chandigarh, the Sept; 1974.

Subject: Allotment of a petrol pump site in the Industrial
Eccal Point at Mohali.

118286
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118176
Reference your Memò.No.10(F-421)-74/9551, dated the
10th May, 1974, on the subject noted above.

The terms and conditions of the lease of petrol pump
site allotted to Mrs. Brij Mohindra in the Industrial Eccal
Point at Mohali have been settled in consultation with the Law
and Finance Departments. These are contained in the Punjab Govt.
Letter dated 13/14th June, 1974 to the address of Mrs. Brij
Mohindra, (a copy of this letter is enclosed). Mrs. Brij

Mohindra has now procured dealership for a petrol outlet for
Mohali from the Indo-Burma Petroleum Company Ltd, New Delhi.

3. You are, therefore, requested to execute a formal
lease deed, in the form enclosed, immediately and hand over the
possession of this site to Mrs. Brij Mohindra, under intimation
to Government in the Housing and the Industries Departments.

Sd/-
Under Secretary,
for Secretary to Government, Punjab,
Housing and Urban Development

No. 8642-3UD-74/ 2119 Dated Chandigarh, the Sept; 1974.

A copy is forwarded to the Estate Officer, Punjab,
(Urban Estates) Chandigarh, for information & necessary action.

112 109942
Under Secretary,
for Secretary to Government, Punjab,
Housing & Urban Development D

No. 8642-3UD-74/ Dated Chandigarh, the Sept; 1974.

A copy is forwarded to Mrs. Brij Mohindra, U/o Major
Ram Dutt, H.No. 36, Sector 35, Chandigarh, for information.

Sd/-
Under Secretary,
for Secretary to Government, Punjab,
Housing & Urban Development Dept.

...

From

The Secretary to Government, Punjab,
Housing & Urban Development Department.

To

Mrs Brij Mohindra,
W/o Major Sam Dutt, House No. 31, Sector 7-A,
Chandigarh.

Memo.No.5002-3UD-74/18927,
Dated Chandigarh, the 13/14th June, 1974.

Subject: Lease of Petrol Pump site at Focal Point at Mohali.

...

It has been decided to allot you a Petrol Pump site in the
Focal Point of Industrial Growth at Mohali on the following terms
and conditions:-

- 1) The lease shall be for a period of 5 years but shall be renewable for a further specified period.
- 2) The rent of the site will be charged at the rate fixed by the Chief Engineer, BUD, B&R, Punjab for Petrol Pump sites at the rates for second class towns. (See para separately enclosed)
- 3) Necessary lease deed on the prescribed performa will be executed such as stamp/duty, registration fee thereof.
- 4) The land is solely for the purpose of construction and maintenance at lessee's cost, in accordance with the design and specifications, duly approved before-hand, by the Government for putting the petrol stations and servicing of light vehicles.
- 5) The lease shall in addition be governed by the provisions of Punjab Urban Estates Development and Regulations Act and Rules made thereunder.
- 6) The lease shall pay all rates, taxes and other charges which are or may hereafter become payable in respect of the said plot of land either by the owner or the occupier of the land during the term of the lease.
- 7) The Punjab Government does not lease but hereby except and reserve to itself all mines, minerals and quarries, including all substances of mineral nature which may be won from the earth whether on the surface or below it, with liberty to search for work and remove the same, in as full and ample a way as if this lease had not been made.

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- b) The Punjab Government does not leases but hereby excepts and reserves to itself out of the lands:-
- a) All rivers and streams, with their beds or banks.
- b) All water courses and drainage-channels; and
- c) All sewerage, electric transmission lines, poles and towers telephones and telegraph lines, and poles, conduits, water mains and storm-water channels existing on the said
- 9) For the full discovery and use of any of the rights hereby reserved or stipulated or for the protection and maintenance of any property, hereby excepted, it shall be lawful for the Punjab Government through its authorized agents or for officer of the Punjab Government duly authorized in that behalf, to enter the land and use it temporarily.
- 10) If the lessee at any time fails to erect or maintain proper boundary marks in accordance with the terms and conditions of this lease, the Estate Officer, may without prejudice to any other right hereby conferred or conferred by law on the Punjab Government cause such marks to be erected or repaired ~~XXXXXX~~ as the case may require and may recover the construction incurred therein from the lessee which could be recovered as arrear of land revenue.
- 11) (a) The lessee shall not use the whole or any part of the land for any purpose other than that referred to in the lease which is likely to lessen its value or utility or likely to interfere with the existing rights of traffic over the said land.
- 42 b) The lessee shall erect permanent marks on the land hereby leased demarcating correctly the boundaries and limits thereof and at all times to maintain the same in good repair in accordance with any direction from time to time issued in that behalf by the Estate Officer.
- c) The lessee shall not do or suffer to be done any act inconsistent with or injurious to any of the rights hereby excepted and reserved to the Punjab Government or other persons duly authorized by the Punjab Government in this behalf to enter the land at all times and do all acts and things necessary for or incidental to.
- i) The purpose of enforcing compliance with any of the terms of this lease; and
- ii) Any purpose connected with the full enjoyment and use of the mineral or other rights herein reserved to the Punjab Government without claim to compensation whether by reduction of rent or otherwise except as specifically provided.
- d) The lessee shall not interfere with the lawful exercise of any thoroughfare on the land or the exercise of any existing rights and easements of any third person.
- e) The lessee shall not remove any earth from

2032

of the terms of the lease shall surrender the lease to the Estate Officer in this behalf, and to remove the material lying on the land in level state and in 7 days of the expiry of the determination of the lease vacant possession of the land in level state and in such event remove any structure erected by him or any materials lying on the land within 7 days of the determination of the lease.

shall complete the construction of the building on the land in accordance with the plans authorized by the Punjab Govt. within 12 months of the date of taking possession of the said site.

lease or any other persons, holding the land or any part thereof, or under him, commits any breach of the terms or conditions of the lease or suffers or permits such breach or non performance, the Estate Officer, may without prejudice to the legal remedy in respect of the breach of the covenants by lessee at any time after giving him an opportunity of being heard, summarily remove any materials lying on the land within 7 days of the determination of the lease.

On termination of the lease or on expiry of the term of the lease the Punjab Government shall not be liable to pay any sum whatsoever by way of price, compensation or damage to the lessee in respect of any improvements made on the land.

If the lessee does not remove any structure erected by him or any materials lying on the land within the period specified in clause 11(g) or in clause 12 as the case may be, all buildings and materials not so removed shall become the absolute property of the Punjab Government.

You may now procure dealership from an Oil Company and produce a report in support of it. The formal lease deed will be executed in favour after you have done this.

The offer of allotment of petrol pump site to you shall be deemed to have been withdrawn if you are not able to produce the dealership letter within 90 days from today.

Sd/-Under Secretary,
for Secretary to Government, Punjab,
Housing & Urban Development Dept.

ਅਨੁਸ਼ੰਸ਼ਾ - 'ਖ'

(33)

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ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਗੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ

ਸੇਵਾ ਵਿਖੇ,

ਸ਼੍ਰੀਮਤੀ ਬੁਜਿ ਮਹਿੰਦਰਾ ਪਤਨੀ ਸ਼੍ਰੀ ਜੋਮ ਦੱਤ,
ਮਾਰਫਤ ਮੁਹਾਲੀ ਸਰਵਿਸ ਸਟੇਸ਼ਨ ਫੇਜ਼ 6, ਮੋਹਾਲੀ।

ਸੀਸੇ ਨੰ: 4074

ਮਿਤੀ: 21/11/2017

ਵਿਸ਼ਾ:-

ਮੁਹਾਲੀ ਇੰਡਸਟਰੀਅਲ ਏਗੀਆ ਫੇਜ਼ 6 ਵਿਖੇ ਪੈਟਰੋਲ ਪੰਪ ਦੀ ਅਲਾਟਮੈਂਟ ਬਾਰੇ

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ।

2.

ਇਸ ਸਬੰਧ ਵਿਚ ਦੱਸਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਇੰਡਸਟਰੀਅਲ ਏਗੀਆ ਫੇਜ਼ 6 ਮੁਹਾਲੀ ਵਿਖੇ ਇਕ ਪੈਟਰੋਲ ਪੰਪ ਦੀ ਸਾਈਟ ਆਪ ਨੂੰ ਸਾਲ 1974 ਵਿਚ 5 ਸਾਲਾਂ ਲਈ 704/- ਰੁਪਏ ਪ੍ਰਤੀ ਮਹੀਨਾ ਲੀਜ ਤੇ ਅਲਾਟ ਕੀਤੀ ਗਈ ਸੀ ਅਤੇ ਬਾਅਦ ਵਿਚ ਲੀਜ ਦਾ ਸਮਾਂ 29-7-1997 ਤੱਕ ਵਧਾਇਆ ਗਿਆ ਸੀ, ਪਰੰਤੂ ਉਸ ਉਪਰੰਤ ਆਪ ਵਲੋਂ ਬਿਨਾਂ ਲੀਜ ਸਮਾਂ ਵਧਾਇਆ ਪੈਟਰੋਲ ਪੰਪ ਚਲਾਇਆ ਜਾ ਰਿਹਾ ਹੈ ਅਤੇ 704/- ਰੁਪਏ ਪ੍ਰਤੀ ਮਹੀਨਾ ਦੇ ਰੇਟ ਨਾਲ ਲੀਜ ਮਨੀ ਵੀ ਜਮਾਂ ਕਰਵਾਈ ਜਾ ਰਹੀ ਹੈ।

ਕਿਉਂਜੋ ਆਪ ਨੂੰ ਅਲਾਟ ਕੀਤੀ ਪੈਟਰੋਲ ਪੰਪ ਦੀ ਸਾਈਟ ਦੀ ਲੀਜ ਦਾ ਸਮਾਂ ਪਤਨਾ ਹੋ ਚੁੱਕਾ ਹੈ ਅਤੇ ਆਪ ਵਲੋਂ ਪੈਟਰੋਲ ਪੰਪ ਅਣ-ਅਧਿਕਾਰਤ ਤੌਰ ਤੇ ਚਲਾਇਆ ਜਾ ਰਿਹਾ ਹੈ। ਇਸ ਲਈ ਇਸ ਨੋਟਿਸ ਰਾਹੀਂ ਆਪ ਨੂੰ ਸੂਚਿਤ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਪੈਟਰੋਲ ਪੰਪ ਬਿਨਾਂ ਕਿਸੇ ਦੇਰੀ ਦੇ ਬੰਦ ਕੀਤਾ ਜਾਵੇ ਅਤੇ ਸਟਰਕਚਰਲ ਰੀਮੂਵ ਕਰਕੇ, ਇਸ ਦਾ ਕਬਜ਼ਾ ਉਪ-ਮੰਡਲ ਇੰਜੀਨੀਅਰ (ਬ:) ਗਮਾਡਾ ਨੂੰ ਸੌਂਪਿਆ ਜਾਵੇ।

ਮਿਲਖ ਅਰਸਰ,

ਗਮਾਡਾ, ਮੋਹਾਲੀ

ਪਿੱਠ ਅੰਕਣ ਨੰ:

4075

ਮਿਤੀ: 21/11/2017

ਇਕ ਉਤਾਰਾ ਉਪ-ਮੰਡਲ ਇੰਜੀਨੀਅਰ (ਬ:) ਨੂੰ ਭੇਜਕੇ ਲਿਖਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਸਮੇਂ ਸਿਰ ਦਾ ਕਬਜ਼ਾ ਪ੍ਰਾਪਤ ਕਰਨ ਉਪਰੰਤ ਰਿਪੋਰਟ ਕੀਤੀ ਜਾਵੇ।

ਮਿਲਖ ਅਰਸਰ,

ਗਮਾਡਾ, ਮੋਹਾਲੀ

ਅਨੁਸ਼ੰਘਾ - 'ਗ'

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ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਗਰੀਕਲਚਰ ਵਿਕਾਸ ਅਥਾਰਿਟੀ

ਸੇਵਾ ਵਿਖੇ,

ਇੰਡੀਅਨ ਆਈਲ ਕੰਪਨੀ,
ਸੈਕਟਰ 19-ਏ,
ਚੰਡੀਗੜ੍ਹ ।

ਸੀਮ ਨੰ: 4569

ਮਿਤੀ: 3-3-08

ਵਿਸ਼ਾ:-

ਮੁਹਾਲੀ ਇੰਡਸਟਰੀਅਲ ਏਗਰੀਆ ਫੇਜ਼ 6 ਵਿਖੇ ਪੈਟਰੋਲ ਪੰਪ ਦੀ ਅਲਾਟਮੈਂਟ
ਬਾਰੇ ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ ਆਪ ਜੀ ਨੂੰ ਸੂਚਿਤ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਆਪ ਦੀ
ਕੰਪਨੀ ਦਾ ਪੈਟਰੋਲ ਪੰਪ ਜੋ ਕਿ ਸ਼੍ਰੀਮਤੀ ਬਿਜ ਮਹਿੰਦਰਾ ਪਤਨੀ ਸ੍ਰੀ ਸੀਮ ਦੱਤ ਮਾਰਫਤ ਮੋਹਾਲੀ ਸਰਵਿਸ ਸਟੇਸ਼ਨ
ਫੇਜ਼ 6 ਮੋਹਾਲੀ ਨੂੰ 1974 ਵਿੱਚ ਲੀਜ਼ ਖੋਸ ਤੇ ਅਲਾਟ ਕੀਤਾ ਗਿਆ ਸੀ, ਦੀ ਲੀਜ਼ ਡੀਥ ਨੂੰ ਸਾਲ 1997 ਤੋਂ
ਨਹੀਂ ਵਧਾਇਆ ਗਿਆ ਅਤੇ ਇਹ ਪੈਟਰੋਲ ਪੰਪ ਬਿਨਾਂ ਲੀਜ਼ ਸਮਾਂ ਵਧਾਇਆ ਨਹੀਂ ਵਧਾਇਆ ਜਾ ਰਿਹਾ ਹੈ ।

ਕਿਉਂਜੋ ਆਪ ਨੂੰ ਅਲਾਟ ਕੀਤੀ ਪੈਟਰੋਲ ਪੰਪ ਦੀ ਸਾਲੀਟ ਦੀ ਲੀਜ਼ ਦਾ ਸਮਾਂ ਪਤਲ ਹੋ
ਛੁੱਕਾ ਹੈ ਅਤੇ ਆਪ ਵਲੋਂ ਪੈਟਰੋਲ ਪੰਪ ਅਣ-ਅਧਿਕਾਰਤ ਤੌਰ ਤੇ ਚਲਾਇਆ ਜਾ ਰਿਹਾ ਹੈ । ਇਸ ਨੂੰ ਮਿਲ
ਨੋਟਿਸ ਰਾਹੀਂ ਆਪ ਨੂੰ ਸੂਚਿਤ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਪੈਟਰੋਲ ਪੰਪ ਨੂੰ 7 ਦਿਨਾਂ ਦੇ ਅੰਦਰ ਅੰਦਰ ਬੰਦ ਕੀਤਾ ਜਾਵੇ
ਅਤੇ ਸਟਰਕਚਰ ਰੀਮਵ ਕਰਕੇ, ਇਸ ਦਾ ਕਬਜ਼ਾ ਉਪ-ਮੰਡਲ ਇੰਜੀਨੀਅਰ (ਐ) ਗਮਾਡਾ ਨੂੰ ਸੌਂਪਿਆ ਜਾਵੇ
ਜੇਕਰ ਅਜਿਹਾ ਨਹੀਂ ਕੀਤਾ ਜਾਂਦਾ ਤਾਂ ਗਮਾਡਾ ਵਲੋਂ ਇਹ ਸਟਰਕਚਰ ਆਪਣੇ ਪੱਧਰ ਤੇ ਰਿਮੁਵ ਕਰ ਦਿੱਤਾ
ਜਾਵੇਗਾ ਅਤੇ ਇਸ ਤੋਂ ਹੋਣ ਵਾਲੇ ਨੁਕਸਾਨ ਅਤੇ ਖਰਚੇ ਦੀ ਜ਼ਿੰਮੇਵਾਰੀ ਆਪ ਜੀ ਦੀ ਹੋਵੇਗੀ ।

ਮਿਲਪ ਅੰਕਸਰ,

ਗਮਾਡਾ, ਮੋਹਾਲੀ ।

ਪਿੱਠ ਅੰਕਣ ਨੰ: 4570-7ਕ

ਮਿਤੀ: 13-3-08

ਇਸ ਦੀ ਇਕ ਕਾਪੀ ਨਿਮਨਲਿਖਿਤ ਨੂੰ ਭੇਜੀ ਜਾਂਦੀ ਹੈ :-

- 1) ਵਪਾਰਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ ਗਮਾਡਾ, ਮੋਹਾਲੀ ।
- 2) ਸ਼੍ਰੀਮਤੀ ਬਿਜ ਮਹਿੰਦਰਾ ਮਾਰਫਤ ਮੋਹਾਲੀ ਸਰਵਿਸ ਸਟੇਸ਼ਨ ਫੇਜ਼ 6, ਮੋਹਾਲੀ ।
- 3) ਉਪ-ਮੰਡਲ ਅਫਸਰ (ਐ) ਗਮਾਡਾ, ਮੋਹਾਲੀ ।

ਮਿਲਪ ਅੰਕਸਰ,

ਗਮਾਡਾ, ਮੋਹਾਲੀ ।

ਮਤਾ ਮੰਗ - ੫

3335

A. P. S. Mann

B.E.(Hons.) LL.B.
ADVOCATE
PUNJAB & HARYANA HIGH COURT

Off-cum-Resi. # 21, Sec.9, Chandigarh.

E-mail : adityamann@yahoo.com

Phone/Fax : (0172) 2748321, 2748516.

Mob.98150-16850

MOST URGENT

D.O. 27/2732008

Dated 27.3.2008

Sub: CWP No. 3527 of 2008 titled M/s Mohali Service Station, Phase VI,
Mohali Vs. State of Punjab and others.

Compliance of Hon'ble High Court's Directions dated 24.3.2008

Refer-my-D.O. Spl-1/2432008 dated 24.3.2008

Center Diary
GMADA, Mohali
No. 2087 Dt. 27/3/08

Dear Sir,

The above mentioned case was listed for preliminary hearing in the Hon'ble High Court on 24.3.2008. Vide the above mentioned Civil Writ Petition, the petitioner has impugned the demolition order issued on 3.3.2008. On the asking of the Hon'ble Court, I had accepted notice on behalf of GMADA. The Hon'ble High Court has stayed the demolition for a period of four weeks. Thereafter, the petitioner has been ordered to handover vacant possession to GMADA.

After the hearing of the case, I had intimated the developments for compliance to Sh. Harmel Singh, Senior Law Officer GMADA and Sh. Sukhjit Pal Singh, EO GMADA. The copy of the Hon'ble Court's order is enclosed herewith. It is requested that compliance of the Hon'ble Court's orders dated March 24, 2008 may kindly be ensured.

With deep regards,

Yours sincerely,

A.P.S. Mann

Sh. Vivek Partap Singh, I.A.S.,
Chief Administrator, GMADA,
PUDA BHAWAN,
SECTOR 62, S.A.S Nagar (MOHALI)

my
for
24/3/08
A.P.S. Mann

5/4/08
A.P.S. Mann

Present: Mr. M.L. Sharma, Advocate for the petitioner

Notice of motion.

On our asking, Shri A.P.S. Mann, learned counsel, who is present in Court accepts notice on behalf of Greater Mohali Area Development Authority, S.A.S. Nagar, Mohali (for short "GMADA").

Mr. Rajinder Parshad Maggu, partner of the petitioner-firm, who is present in Court and identified by the counsel for petitioner-firm undertakes that he will hand over vacant possession of the site within one month from today and prays that four weeks' time may be granted so that he could realise outstanding payments from the various departments and dispose the stock of petrol etc. lying there.

In view of the aforesaid undertaking given by Mr. Rajinder Parshad Maggu, we direct the GMADA not to demolish the petrol pump of the petitioner-firm for a period of one month. However, after one month from today if the vacant possession of the plot in question is not handed over to GMADA, the authorities will be at liberty to take the possession of the plot in question forthwith.

At this stage, learned counsel for the petitioner-firm states that petitioner-firm may be given alternative plot in lieu of the plot in question which has been taken over by GMADA.

It is altogether a different cause of action. However, if under the policy, petitioner-firm is entitled to alternative plot, its case may be considered for the same.

The writ petition is disposed of with the aforesaid directions.

Copy of the order be given dasti under the signatures of Special Secretary.

Attested by/-

Advisory
SPECIAL SECRETARY
HON'BLE JUDGE (S) 25/3/08
PUNJAB & HARYANA HIGH COURT
CHANDIGARH

March 24, 2008

Pka

Sd/-
(Vijender Jain)
(Chief Justice)
Sd/-
(Jaswant Singh)
JUDGE



MOHALI SERVICE STATION

Dealer : I.B.P. Co. Ltd.

(A Govt. of India Enterprises)

Industrial Estate, Phase-VI, MOHALI (Pb.)

Phone : 0172-2225265

ਪ੍ਰਸ਼ਾਸਨ / ਪਾਇਲੀ ਸਥਾ

ਮੋਹਾਲੀ, ਮੋਹਾਲੀ

ਭਾਇਰੀ ਨੰ: 1142

ਮਿਤੀ: 9/4/08

Dated 02.04.2008

Ref. No. MSS/BRIT/04-80

To

The Chief Administrator,
Greater Mohali Area Development Authority,
Sector 62, Mohali

Center Diary
GMADA

No. 8653 DL 9/4/08

16/4/08

Subject :- Allotment of Alternate site – Petrol Pump at SAS Nagar.

Dear Sir,

A site for running of a Petrol Pump was leased out to me at SAS Nagar (Mohali) with the object of rehabilitating the family of an ex-serviceman. The allotment committee in the meeting on 5-11-1973 took the following decision in the matter :-

"The committee decided that the Petrol Pump site at Focal Point Mohali, may be given to you, but the allotment letter should be issued only after the release orders for retirement of Major Som Dutt are issued by Central Government."

Release order of my husband Major Som Dutt received from Government of India were sent to your Office which offered the Petrol Pump site at Mohali to me vide its letter no. 5002-3UD-74/18927 dated 13/14 June 1974 and accordingly on 22nd October 1974 that I completed all the formalities and got the dealership of an oil company and was able to put up the building and pump with my personal resources.

The initial lease was for 5 years and was subsequently renewed on my request from time to time. On 31-8-1987, an extension of lease for 10 years for the site was given which expired on 29-7-1997.

I may submit that the lease money of site to the Estate Office is regularly being paid right up to April 2008 and there has been never a breach of any clause of contract on my part.

On 22nd March 2008, a letter was received from GMADA to stop operation of the outlet and handover the site to them as the land is required for their project of Bus Stand.

Accordingly, we approached Hon'ble Punjab and Haryana High Court, which granted us stay of 4 weeks and has also agreed with our plea that an alternate site be allotted in lieu of present plot, if rules and policies permit.

I may further add for your sympathetic consideration that because of the ill health of my husband who is 76 years old had to go through 2 major surgeries during this period. He had Angio Plasty done at Bombay Hospital Mumbai and later after a period of 2 years again had another surgery and had his Gall Bladder removed and right side Hernia fixed. I have been under lot of mental tension and stress and could not devote much time to business, but as I said earlier my Office has been regularly paying the lease money to the Estate

MOHALI SERVICE STATION

Dealer : I.B.P. Co. Ltd.

(A Govt. of India Enterprises)

Industrial Estate, Phase-VI, MOHALI (Pb.)

Ref. No.

Dated

Office right upto April, 2008 without any slip up but could not get the lease renewed.

In view of the above facts, I humbly request you as follows :

We will handover the site to your Office on due date and humbly request you to allow us to keep the expensive and sensitive equipment of the oil company till we shift it to the alternate site. I assure you that it will not hinder in any way in the working and construction work of the project. Oil Company would also be requesting you in this regard.

I request you to allot me an alternate site, in spirit of the directions of the Hon'ble High Court. A request from the oil company for allotting me their dealership to run the petroleum business on the alternate site will follow. You are requested to allot the alternate site at an early date, so that we can apply to your Office with proper documents for No Objection Certificate.

Help us in getting NOC from various Government Offices so that the development of the site can be done at an early date and distribution of petroleum products started to avoid unnecessary inconvenience to the general public of the area.

It may be noted that I made a representation to your office on May 21, 1986 stating that the existing site of the pump may be allotted on permanent basis and the lease be terminated. Your office was kind enough to agree with my contention as is evident from your Office letter No. C-1 (Pet Pump)86/16995 dated 25-9-1986, which inter-alia states that, "it is therefore proposed that the lease be terminated and the site allotted to M/s Mohali Service Station at Reserve Price to be determined in accordance with the formula attached at Annexure 'A'"

We agree to pay the lease money and abide by the terms and conditions of the allotment of the site as per rules.

In the end again I would like to submit to your good self that the present Petrol Pump site at Mohali was allotted to me for the rehabilitation of a retired Defense Service Officer. I am extremely keen to have the operations started at the alternate site of running the petrol pump at an early date as this is the only source of our livelihood, apart from the service pension of my husband.

An early action to allot me an alternate site will be highly appreciated. Assuring you of our most sincere and best services.

Sincerely Yours,

Brij Mohindra

Mrs. Brij Mohindra
Mohali Service Station
Phase-VI, Mohali

ਅਨੁਸ਼ੰਗ - ਭੁ

इंडियन ऑयल कॉर्पोरेशन लिमिटेड
एस.सी.ओ. 35-36, सेक्टर 7-सी, मध्य मार्ग,
चण्डीगढ़ - 160 019

Indian Oil Corporation Limited
SCO 35-36, Sector 7-C, Madhya Marg,
Chandigarh - 160 019
Phone : 0172-2793709, 2793603
Fax : 0172-2794305



Ref: CDO/R/Mohali SS
Dated: 24.04.2008

THE ADMINISTRATOR,
GREATER MOHALI AREA DEVELOPMENT AUTHORITY,
MOHALI (PUNJAB)

Dear Sir,

Subject : Allotment of alternate site to our RO dealer M/s Mohali Service Station-Mohali

We thank you for the courtesy extended to undersigned on 23/04/08.

This is with regard to letter Ref No.6047 dated 20.03.2008 from Estate Officer, GMADA, Mohali w.r.t. site on which our Retail Outlet M/s Mohali Service Station is operating. Subsequently an order dated 24.03.2008 has been passed by Hon'ble Punjab & Haryana High Courts in Civil Writ Petition No.3527 of 2008 in which the RO dealer by way of cooperation has undertaken to vacate the site. The Hon'ble court has also directed to consider the case of petitioner for alternate plot if entitled under policy.

As this is our B site Retail Outlet dealership where the land was arranged by the dealer Smt. Brij Mohindra as allotted by you for operation of Retail Outlet dealership under name & style of M/s Mohali Service Station, you may sympathetically consider allotment of alternate site to her. Alternate site shall keep her dealership intact and shall also create a refueling and allied available to the general public.

Alternatively, you may consider allotment of alternate site to IOC for operation of the subject Retail Outlet dealership.

As & when another site is allotted by you for the purpose of operation of the RO M/s Mohali Service Station, we shall be willing to develop the RO at new site to be operated by the same dealer.

Contd....P-2

:: 2 ::



डिविज़न
Division

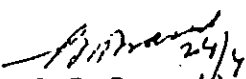
Ref: CDO7R/Mohali SS

Dated: 24.04.2008

Further, you may like to consider allowing us to operate the Retail Outlet at the existing site till such time you are in need of the site. We will have our equipments from the existing site removed within 7 days as and when any notice sent to us for the same.

Thanking you,

Yours faithfully,
For Indian Oil Corporation Ltd.(MD)


(S. B. Prasad)

Chief Divisional Retail Sales Manager

ਅੰਤਰ-ਸੂਚੀ

GREATER MOHALI AREA DEVELOPMENT AUTHORITY SAS NAGAR.

(POLICY BRANCH)

To

Addl. Chief Administrator,
GMADA, Mohali.

Estate Officer,
GMADA, Mohali.

No. GMADA (Policy)/2007/ 1337 - 38

Dated: 24/8/07

Subject:

Regarding allotment of Petrol Pump sites.

Reference on the subject cited above.

The Executive Committee of Greater Mohali Area Development Authority (GMADA) in its 3rd meeting held on 3-8-2007 vide item No. 3.10 has approved the policy for allotment of petrol pump sites on lease hold basis. The detailed terms and conditions of allotment are as under:-

1.0

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/-."

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 Estates X area X 5% per annum. "

1.2

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 Government Company, which are being run on commercial lines.

1.3

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 the formula given in Para 1.0.

1.4

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 23-7-2003 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.

1.5

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.

1.6

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.

1.7

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.

1.8

The numbers of filling point shall be installed at the site as per norms fixed by the Ministry of Surface Transport, Government of India.

1.9

The numbers of filling point shall be installed at the site as per norm fixed by the Ministry of Surface Transport, Government of India.

1.10

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.

This policy shall be applicable with immediate effect.

[Signature]
23/8
Addl. Chief Administrator (Policy),
GMADA, SAS NAGAR.

Endst. No. GMADA (Policy)/2007/1341-43

Dated: 24/8/12

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

1. Chief Engineer, GMADA, SAS Nagar.
2. Chief Town Planner, GMADA, SAS Nagar.
3. Architect, GMADA, SAS Nagar.

[Signature]
23/8
Addl. Chief Administrator (Policy),
GMADA, SAS NAGAR.

Endst. No. GMADA (Policy)/2007/1344-5;

Dated: 24/8/12

1. Bharat Petroleum Corporation Ltd., Oil Bhawan, Plot No. 6-A, Sector 19-A, Chandigarh.
2. Hindustan Petroleum Corporation Ltd., Oil Bhawan, Sector 19-B, Chandigarh.
3. Indian Bharat Petroleum, Oil Bhawan, Sector 19-B, Chandigarh.
4. Oil and Natural Gas Agency, Dehradun (Uttaranchal).
5. Reliance Petroleum Ltd., 1st Floor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001.
6. Indian Oil Corporation Ltd., Oil Bhawan, Plot No. 3A, Sector 19-A, Chandigarh.
7. Numaligarh Refinery, C/o BPCL, Oil Bhawan, Plot No. 6-A, Sector 19-A, Chandigarh.

[Signature]
23/8
Addl. Chief Administrator (Policy)
GMADA, SAS NAGAR.

CC

Chief Administrator, GMADA for his kind information.