PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY MOHALI.

COORDINATION BRANCH

To

The Assistant Manager (Trg. Br.),
PUDA, SAS Nagar.

No. PUDA-Co-rd-A-3-2011/
Dated:-

Sub:- Consultancy for ISO 9001 certification.

Ref:- Your letter No. 780 dated 29.3.2011.

Please find enclosed herewith requisite information in the prescribed proformas for further necessary action.

Establishment Officer (Cord),
PUDA, Mohali.

DA/As above.

PUNJAB URBAN PLANNING & DEV. AUTHORITY CHANDIGARH.

To

All Addl. Chief Administrator,
PUDA, Ludhiana/Patiala/Jalandhar/Bhatinda/Mohali.

All Estates Officers,
PUDA, Mohali, Ludhiana, Jalandhar, Bhatinda, Amritsar,
Ferozepur, Patiala.

No.PUDA-Ploicy-02/6141-52
Dated:-20-08-02

Sub:- Policy for condonation delay in respect of residential plots, commercial /Residential plots allotted through auction and institutional sites

Please refer to the subject cited and this is to inform that under the existing policy guidelines, the initial 15% amount towards the price of the residential/commercial plots is required to be paid within 30 days from the date of issue of allotment letter and in the case of institutional sites within 90 days from the date of issue of letter of intent.

It is felt that in some genuine cases allottees could not make the payment of 15% initial amount within the stipulated period under circumstances beyond their control. Keeping in view the genuine difficulties of the allottees, the matter was placed before the Finance and Account Committee in its 32nd meeting held on 9.8.02 vide agenda item no 32.18 with the proposal that some extra period beyond the stipulated period may be allowed on payment of surcharge. The Finance & Accounts Committee have approve the proposal as under:-

1. Condonation of delay in respect of residential plots:-

Sr. No.	**Period of condonation**	**Officer who can condone the delay**	**Rate of surcharge leviable on 15% amount**
1.	Up to 30 days from the expiry of prescribed period in allotment letter	Estate Officer	1.5% of the amount due.
2.	Upto 60 days From the expiry of prescribed period in allotment letter	Addl. Chief Administrator	2% of the amount due
3.	Upto 90 days From the expiry of prescribed period in allotment letter.	Chief Administrator	2.5% of the amount due
4.	Upto 6 months From the expiry of prescribed period in allotment letter.	Chairman	3% of the amount due

2. Condonation of delay in respect of Commercial/Residential plots allotted through auction:-

Sr.No.	**Period of Condonation**	**Officer who can**	**Rate of surcharge**

		condone the delay	**leviable on 15% amount.**
1.	Upto 30 days From the expiry of prescribed period in allotment letter	Estate Officer	1.5% of the amount
2.	Upto 60 days From the expiry of prescribed period in allotment letter	Addl.Chief Administrator	2% of the amount due
3.	Upto 90 days From the expiry of prescribed period in allotment letter	Chief Administrator.	2.5% of the amount due
4.	Up to 6 months from the expiry of prescribed period in allotment letter	Chairman	3% of the amount due.

NOTE:-

1. Besides surcharge, the allottee shall have to pay penal interest @ 18% P.A on the 15% Amount for the delayed period, but the extension shall only be granted , if the request for extension is received within the prescribed period of making 15% amount in the allotment letter to complete 25% cost of the plot/house. Competent Authority as defined above, will grant extension with reasons to be recorded and the grant of extension is not the right of the allottee.
2. The Estate Officer will initiate action under Section -45 if the 25% amount is not completed within the prescribed period in the allotment letter or extended period.

3.Condonation of delay in respect of institutional sites:-

Sr.No	**Period of Condonation**	**Officer who can condone the delay**	**Rate of surcharge leviable on 15% amount**
1.	Upto 1 month	Chief Administrator	1.5% surcharge on the amount due and interest @ 18% P.A of delayed payment.
2.	Upto 3 months (only in respect of hardship cases)	Chairman	As above.

You are, therefore, requested to take further necessary action in the matter accordingly. These instructions may also be brought to the notice of all concerned for strict compliance.

Administrative Officer (Policy)
For Chief Administrator.

Endst.no.PUDA-Policy-02/6153-57 **Dated:- 20.08.02**

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

1. Addl.Chief Administrator (F&A),PUDA.Chandigarh.
2. Addl.Chief Administrator(Project),PUDA,Chandigarh.

Administrative Officer (Policy)
For Chief Administrator

PUNJAB URBAN PLANNING & DEV. AUTHORITY CHANDIGARH.

To

All Addl Chief Administrator,
PUDA,Ludhiana/Patiala/Jalandhar/Bhatinda/Mohali.

All Estates Officers,
PUDA, Mohali, Ludhiana,Jalandhar,Bhatinda,Amritsar,
Ferozepur,Patiala.

No.PUDA-A/Cs (Works)-2003/
Dated:-1-10-2003

Sub:- Penalty to be charged for default in payment of instalments or any other fee due, to PUDA.

Please refer to the Administrative Officer (Policy) letter no.PUDA-Policy-02/6155-66 dt.20.08.2002 on the subject cited.

2. The Authority in its 23rd meeting held on 23.09.2003 has revised the rates of penalty to be charged from the allottees of residential plots, built-up houses and commercial or institutional sites in case of delay in payment of installment (i.e principal and interest) any other fee due. The revised rates of penalty are as under :-

a) If the delay is upto one year = normal applicable rate of interest +3% p.a for the delayed period.

b) If the delay is upto 2 year = normal applicable rate of interest +4% p.a for the delayed period.

c) If the delay is upto 3 year or more = normal applicable rate of interst +5% p.a for the delayed period.

3. The penalty at the above rates shall be charged for the delayed period subject to the condition that the penalty so worked out shall not exceed the amount of installment due/fee due.

4. In case of school sites, where the installment are interest free the rate of penalty would such as applicable for residential plots (i.e the normal applicable rate of interest for allotment of residential plots = 3% ,4% and 5% p.a for delay up to 1 year, 2 years and 3 years or more respectively)on the amount of instalment due/fee due.

5. In case of default in payment of installment by the allottee beyond three years, necessary resumption under section 44 & 45 of the Punjab Regional and Town Planning and Development Act, 1995 shall be initiated.

6. For the sake of clarification, it is informed that the normal applicable rate of interest will be the rate of interest mentioned in the allotment letter of residential plots, built-up houses and commercial or institutional sites, as the case may , at which the instalment are recoverable or as amended from time to time.

7. The above rates of penalty will comes into effect w.e.f. 01.10.2003.

Chief Accounts Officer.

Endst. No.PUDA-A/Cs (W) 2003/11027 **Dated:-1/10/03**

A copy of above is forwarded to:-

1) Additional Chief Administrator(Policy), Punjab Urban Planning and Development Authority, Chandigarh.
2) Additional Chief Administrator (Poroject's) Punjab Urban Planning and Development Authority, Chandigarh for information and necessary action.

Chief Accounts Officer

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY
PUDA BHAWAN SECTOR 62 SAS NAGAR
(Policy Branch)

To

All Addl. Chief Administrators,
PUDA.

All Estate Officers,
PUDA.

No. PUDA-Policy-A-1-2006/ 2734-44
Dated 22/12/06.

Sub:- Allotment of land for setting up Milk Booth/Bar- Policy thereof.

The matter with regard to allotment of land for setting up milk booth/bar by Milkfed and Haryana Dairy Development Co-operative Federation Ltd., any other State Government Organisation or any Private Manufacturing Milk Products Company in the various Urban Estate developed by PUDA was discussed in the Finance & Accounts Committee of PUDA in its meeting held on 16-11-2006 vide item No. 52.07 and decided as under:-

1. The land for milk booth/bar shall be allotted on lease-hold basis to the highest bidder.
2. Lease shall be initially for a period of 5 years, which could be renewed on such terms and conditions as may be mutually agreed upon.
3. PUDA shall enter into lease agreement with the Organisations only and not with any lessee/franchise of Organisation.
4. The area of each milk booth to be leased shall be kept between 80-100 sq. ft. excluding the circulation area.
5. The reserved monthly bid amount shall be fixed as under:-

Sr. No.	**Name of Urban Estate**	**Resvered bid amount**
1.	a) SAS Nagar, Ludhiana, Jalandhar, Patiala(for residential areas) b) -do- (for commercial areas)	Rs. 1500/- per month. Rs. 2000/- per month.
2.	a) Bathinda, Batala, Phagwara, Kapurthala (for residential areas) b) –do- (for commercial areas)	Rs. 1000/- per month Rs. 1350/- per month

6. Organisations/Companies will have to quote for the sites along with the monthly rent ready to pay in a sealed envelope. Sealed bids will be opened in the presence of the representatives of the Organisations.
7. No bid lower than the reserved price shall be accepted.
8. The rent shall be paid before the 10th of the starting calendar year i.e. from January of every year, in advance. In case the rent is not paid before the 10th January for a period of one year in advance, 15% surcharge will be leviable and 18% interest shall be charged of the defaulting period. The defaulting period should not exceed 6 months thereafter, the Estate Officer will be empowered to get the site evicted under the provisions of the lease.
9. In case of breach of any condition of the lease deed, the decision of the Chief Administrator shall be binding on the Corporation/Organisation/ Company.

10. All taxes will be borne by the Organisation/Company and PUDA will not be responsible for any tax/cess etc. Before handing over the possession of the site to Organisation, the Organisation/Company shall have to enter into agreement with PUDA, but no agreement will be signed between lessee/franchise and PUDA.

11. Electricity, water charges payable will be the responsibility of the Organisation and the Franchise.

12. The milk booths/bars shall be portable made by tin and fiber glass only. The construction shall be undertaken by the Organisation and their own cost as per plan approved by PUDA.

13. That the land/site shall be used only for the purpose for the which it is allotted. In case of charge of land use, the lease shall be cancelled without any reason.

You are requested to take further action as per above said policy guidelines.

Sd/-
Administrative Officer(Policy),
For Chief Administrator.

Endst., No. PUDA-Policy-A-1-20-06/ 2745 Dated 22.12.06

\ A copy of the above is forwarded to the Chief Administator, GMADA, for information please.

Sd/-
Administrative Officer(Policy),
For Chief Administrator.

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY

PUDA BHAWAN SECTOR 62 SAS NAGAR

(Policy Branch)

Whereas PUDA (Building) Rules, 1996 (hereinafter called the Rules) were framed under the Punjab Regional and Town Planning and Development Act, 1995 primarily to regulate and promote construction of building on plots/sites allotted under the said Act;

2. Whereas number of violations of the said Rules has been committed by the allottes of the plots/sites while undertaking the construction on such plots/sites and the Competent Authority under the Act have launched proceedings for resumption of such plots/sites;

3. Whereas numerous representations have been received from such allottees of plots/sites to compound the violations of Rules committed. The Estate Officer of PUDA have also been repeatedly asking for guidelines to deal with such cases of violation of Rules;

4. Whereas it has been observed that there is no such policy in PUDA to deal with cases pertaining to constructions undertaken in the violation of Rules in a consistent and regular manner;

5. Whereas Section 157 of the Punjab Regional & Town Planning Act, 1996 provides for composition of violations of the Rules made under the Act;

6. Whereas it has been felt that an objective, transparent, uniform and rational policy needs to be immediately put in place to ensure uniformity and eliminate subjectivity and discretion on the part of officers dealing with such cases and avoid undue hardship to the allottees to remove constructions raised in the violation of the Rules and in getting the completion certificate for their building;

7. Whereas in order to examine and study the issue in depth, a Committee under the Chairmanship of Additional Chief Administrator (HQ) with, Advisor (Architecture), PUDA Senior Town Planner, PUDA Senior Architect, PUDA, Estate Officer, Mohali, Estate Officer, Ludhiana and Advisor (TP) as members was constituted to suggest a simple, rational and objective policy in this regard;

8. Whereas the Committee considered in detail the different sets of violations of Rules committed, studied threadbare the implications of such violations in terms of living conditions, quality of space, air light and ventilation. The Committee also studied in detail the pattern followed in the State of Haryana and Union Territory, Chandigarh. The Committee made detailed recommendation regarding the offences to be compounded, the extent of compounding and the charges to be levied for such compounding;

9. Whereas after careful consideration of the matter and the recommendations made by the Committee, the larger public interest and the need to frame a rational, transparent, and objective policy, I Suresh Kumar, Chief Administrator, Punjab Urban Planning and Authority, in exercise of power conferred under proviso to Section 157 of the Punjab Regional and Town Planning Act, 1995, hereby prescribe rates of compensation for compounding of the violations of PUDA (Building) Rules 1996 as a provided in the Schedule attached to this order instead of demolition or alteration of such buildings. However, in the case of non-compoundable violations, the building shall have to be altered as per Rules.

Sd/-

DATED: 6.11.2003 SURESH KUMAR

CHANDIGARH CHIEF ADMINISTRATOR

Endst. No. PUDA (Policy)-2003/7486-7505 Dated : 6-11-03

Copy of the above orders along with the Schedule is forwarded to the following for information and further necessary action:

1. All Additional Chief Administrator's of PUDA
2. Chief Town Planner, Punjab, Chandigarh.
3. All Estate Office.
4. Senior Architect.
5. Senior Town Planner

6. Advisor (TP), PUDA

Sd/-
Administrative Officer(Policy).

SCHEDULE REGARDING COMPOSITION FEE/CHARGES FOR COMPOUNDING VIOLATIONS OF PUDA (BUILDING) RULES,1996.

Sr.No.	NATURE OF VIOLATION	RATES OF COMPOSITION FEE/CHARGES
1.	BUILDING PLAN	
	(A) Construction raised without getting the building plans approved from the Competent Authority but construction conforming to building bye-laws.	
	(a) Residential Buildings.	(a) @ Rs 10 (Ten) per sq. feet of covered area including area under basement.
	(b) Commercial Buildings.	(b) @Rs 20 (Twenty) per sq. feet of covered area including area under basement.
	(c) Institutional Buildings	(c) @Rs 20 (Twenty) per sq. feet of covered area including area under basement.
	(d) Industrial Buildings	(d) @Rs 20 (Twenty) per sq. feet of covered area including area under basement.
	(B) Raising of construction after making major changes in approved plan without getting the revised/superseded plan sanctioned.	Also includes charges otherwise levied for sanction of building plans.*
	(a) Residential Buildings	(a) @ Rs. 5 (Five) per sq.feet of covered area including area under basement.*
	(b) Commercial Buildings	(b) @Rs. 10 (Ten) Per Sq. feet of covered area under basement.*
	(c) Institutional Buildings	(c) @Rs. 10 (Ten) Per Sq. feet of covered area under basement.*
	(d) Industrial Buildings	(d) @Rs. 10 (Ten) Per Sq. feet of covered area under basement.*
		*Also Includes charges otherwise levied for sanction of revised building plan.
	(C) Variation in Internal Planning with minor changes.	(C) Rs. 1000/- per floor.

2.	DAMP PROOF COURSE (DPS)	
	(A) For not obtaining DPC certificate but DPC as per the sanctioned plans. (i) Residential Plots (ii) Booths (iii) S.S shops/SCF's SCO's (iv) Institutions (v) Industrial plots upto 1 kanal (vi) Industrial plots above 1 kanal (vii) Group housing or Rental housing However, if within 10 days of making application on the prescribed Performa, if the approval will be deemed to be granted with no penalty imposed. (B) In case of plots where DPC is not as per the approved building plan but is as per bye-laws and santionable. (C) Changing DPC after getting DPC certificate but conforming to building bye-laws.	(i) @ Rs. 1 (One) per sq/feet of covered area at the ground level. (ii) @Rs. 7500/- (iii) @Rs.10,000/- (iv) @Rs.10,000/- (v) @Rs.7500/- (vi) @Rs.10,000/- (vii) @Rs.10,000/-per half. Acre. (B)Two times the Rates, as defined at 2 (A) above. (C) Two times the Rates, as prescribed at 2 (A) above.
3.	Roof Level Certificate.	Changes to be levied on the pattern and the rates as defined in Para (2) for the DPC certificate.
4.	Excess Covered Area	
	(A) Excess Covered Area including area under steps/ramps beyond permissible limits but within zoning lines; (a) In Residential Plots upto 5% (b) In commercial plots upto 10% at ground level & at higher floors ; (c) Institutional and Industrial buildings upto 5% (B)Excess covered area beyond zoning line upto 5% (C) Excess covered area beyond zoning line but within permissible limits.	(a)@ Rs. 200 per sq. ft for area upto 2% @ Rs. 400 per sq. ft for area above 2%. No compounding of area above 5%. (b)@ Rs. 400 per sq.ft. for area upto 5% and @ Rs. 800 per sq. ft. for area above 5% No compounding of area above 10%. (c) as in the case of Residential buildings. (B) @ 3 times of Rate prescribed at 4 (A) above. (C) @ 2 times of Rate prescribed at 4 (A) above.

5.	CANTILEVER/PROJECTION	
	(A) Additional Cantilevered projection beyond sanctionable limits but within the prescribed depth. However, no violation in the depth of projection to be copounded. (B) Side projection in corner plots up to 1'-6'above 6'9" height on public land.However projection of depth larger than 1'6" and below 6'-9" and at roof level not to be compounded. (C) Cantilevered projection not shown on the building plan but sanctionable.	(A) @ Rs. 100 per sq.ft. (B) @ Rs. 100 per sq. ft. (C) @ Rs. 10 per sq.ft.
6.	HEIGHT OF THE BUILDING	
	(a) In case of buildings covered under frame control. (b) In case of buildings not covered under frame control. (i) Upto 6" (ii) Above 6"up to 1 feet (iii) Above 1 feet	(a) No height variation allowed (b) Compoundable as per the following: (i) Rs. 1000/- (ii) Rs.2500/- (iii) No compounding allowed.
7.	HEIGHT OF BOUNDARY WALL, LOCATION AND TYPE OF GATE	
	(a) Width of gate (b)Variation in height o front Boundary wall upto 10% . (c Beyond 10% (d) Change in position of gate in marla houses.	(a) No compounding fee is to be Charged on gate width upto 12 feet. In addition a wicked gate of 3'-0" is allowed in the front boundary wall. Gate of larger width not be compounded. Violation of side gate and gate on rear side not be compounded. (b) Rs. 500/- However Metallic grill/ perforated Zafri upto maximum of 3 feet height above the permissible height of boundary wall shall be allowed with no compounding fee levied. (c) No compounding allowed. (d) Rs. 500/-
8.	LIGHT & VENTILATION	
	(a) Variation in General Light & Ventilation. (b) Non-provision of Exhaust fan/ flue in Kitchen.	(a) Reduction upto 10% to be compounded @ Rs. 100/- per Sq. ft. Beyond 10% no compounding allowed. (b) Rs. 500/-

	(c) Variation of size/ shape of windows.	(c) Allowed subject to the condition that no violation of air-light & ventilation norms.
9.	STAIR CASE	
	(a) Riser and Treads.	(a) Variation up to 5% to be compounded @ Rs.100/- per step. No compounding if variation is more that 5%.
	(b) Provision for winder (steps) at landing only.	(b) Rs.200/- for each winder(step).
	(c) Reduction in width of staircase.	(c) Reduction up to maximum of 3" allowed with compounding charges of Rs.1000/-per staircase to be levied subject to provisions of fire safety.
	(d) W.C. provided under staircase.	(d) Allowed in case the height of W.C is 7'-6'from plinth level. In case of height between 6'-0'and 7'-6"then compounding fee @ Rs. 2000/-to be charged. However, no compounding allowed in case the height of W.C is less than 6'-0' from plinth level.
10.	VENTILATING SHAFT	
	(a) Area of shaft	(a) Maximum reduction in area up to 10% may be compounded @ Rs.800/- per sq.ft.
	(b) Shaft covered at 7'-0'height.	(b) Allowed in case air, light& and ventilation is as per rules.
	(c) Omission of shaft	(c) Not to be compounded.
11.	Height and size of habitable and other rooms without changing the location of the rooms.	Variation in height up to 3" and 5% of permissible area may be compounded @ Rs,500/- for each variation.
12.	Temporary store in rear courtyard.	Temporary store, up to a maximum of 40% area of courtyard or 100 sq.ft., whichever is less, may be permitted in the rear courtyard along the rear boundary wall of material, as defined in the standard design and location plan for being used as store with roof height not exceeding 7'-6". However, roof shall not be of RCC/ RBC.
13.	UNAUTHORISED SEWER CONNECTION	
	(A) Residential Buildings (i) Upto 6 marla (ii) above 6 and Upto 10 marlas (iii) Above 10 marlas and upto 1 kanal (iv) Above 1 kanal	(i) Rs.5000/-* (ii) Rs.10,000/-* (iii) Rs.15,000/-* (iv) Rs.20,000/-*

	(A) Commercial Buildings (i) Single storyed shops (ii) SC0's/SCF of one bay (iii)S m CO's /SCF of Two bay (iv) Hotels and Lodging-cum-Restaurant (v) Semi-Industrial shops (A) Industrial Buildings (i) up to 1 Kanal plot (ii) above 1 kanal upto 4 kanal plot (iii) for each additional 4 Kanal or part thereof. (A)Group housing/Office buildings (E) Institutional Buildings.	(i) Rs. 15,000/-* (ii) Rs.25,000/-* (iii) Rs.35,000/-* (iv) Rs.50,000/-* (v) Rs.15,000/-* (i) Rs.15,000/-* (ii) Rs.30,000/-* (iii) Rs10,000/-* Rs. 5 per Sq. ft.* Rs. 10,000/- per half acre.* *In case the unauthorized sewer connection is found to be faulty and not conforming to the technical requirements, then such connection shall be rectified and cost of such rectification shall be recovered from the plot owner in addition to the compounding charges.
14.	BASEMENT	
	(a) Basement constructed under the built up area of commercial building where not provided/ permitted in the Architectural Control Design. (b) Basement constructed without getting the building plan sanctioned but otherwise permissible/ sanction able.	(a) @ Rs. 350/- per sq. ft. for maximum of the area permitted as ground coverage excluding the area under the public corridor subject to the conditions specified in this regard. However basement under public corridor not to be compounded. (b) @ Rs. 10/- (Ten) per sq. ft. of the area under basement.
15.	CHANGE IN LAND USE	Not to be compounded
16.	Construction of toilets in commercial sites where no toilet is allowed.	Permitted. No compounding fee to be charged.

17.	Construction of toilet, cycle/scooter stand in rear courtyard in the commercial sites.	No compounded.
18.	Store Converted into kitchen provided it conforms to the norms of air, light & ventilation.	Rs. 1500/-
19.	Cupboards/bay windows provided outside the zoning line.	To be counted towards covered area and compounded @ and limitation prescribed in para (4) above.

Note:

(i) In case of independent built up houses having single ownership, the compounding of violations shall be allowed on the conditions and rates as specified above in the case of residential plots.

(ii) In case of flatted development, having multiple units and ownerships, compounding of violations will be as specified under a separate policy framework.

(iii) In case of commercial sites, compounding of excess construction/ coverage in the courtyard will be decided for each block of such sites, keeping in view the Architectural Control Design of each category and location of such sites on case to case basis.

(iv) The rates prescribed shall be increased by 10% over and above the rates prescribed above in a cycle of every 2 years with first increase effective from 1.1.2005.

(v) Minor changes as mentioned at Sr. No. 1 (C) shall include:

- (a) Change of position of doors, windows and ventilators.
- (b) Size/shape of doors, windows and ventilators.
- (c) Combining of bath & w.c. if provided separately in the building plan.
- (d) Making separate bath & w.c. out of combined toilet provided in the building plan.
- (e) Non construction of party-walls between rooms subject to structural safety.
- (f) Change in thickness of walls, size of columns subject to structural safety.

All changes other than mentioned above shall be treated as major changes

Sd/-
CHIEF ADMINISTRATOR,
PUDA.

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY MOHALI
(POLICY BRANCH)

To

1. Additional Chief Administator,
   PUDA, Patiala, Jalandhar and Bathinda
2. All Estate Officer,
   PUDA, Patiala, Jalandhar, Bathinda and Amritsar.

No.PUDA-Policy-A-1-2008/ 314-320
Dated:3-3-2008

Subject:- Revised policy for granting permission to installation of Communication Towers/Antennae to be installed by Tele-Com Operations in areas falling under the purview of PUDA.

The policy already circulated vide letter No. 684-703 dated 8.3.2005 has been re-considered in the 53drd of Finance & Accounts Committee vide agenda item No. 53.06 and revised policy for granting permission to installation of Communication Towers/antennae to be installed by Telecom Operators in areas falling under the purview of PUDA has been substituted as under:-

1.0 Installation/regularization of Communication Towers/Antennae will be permitted.

i) On built up portion of the commercial, industrial & institutional sites.

ii) On the open space within the commercial, industrial & institutional sites outside the prescribed setbacks. Area covered by the parking and earmarked for any other amenity will not be permitted for installation of tower.

1.0 No installation of tower shall be permitted on any listed heritage building or for any other building prohibited for any new construction.

2.0. Request to grant permission/regularisation for installation of Communication Tower/Antennae shall be received in the office of concerned Estate Officer in form AT-I alongwith bank draft for Rs. 1,00,000/- (Rs. One lac only) per tower as building application tax. Separate applications will be submitted for each tower. The application shall be accompanied by:

i) Consent letter of Property/Building owner.
ii) Four sets of Ferro Prints and two prints on tracing cloth/tracing film.
iii) A Bank draft of Rs. 1,.00,000/- (Rs. One lac only) drawn in favour of concerned Estate Officer.
iv) Structural safety certificate from any one of the following Institutes.

Indian Institute of Technology (IIT), Delhi.
Central Building Research Institute (CBRI), Roorkee.
Rail India Technical and Economic Services Ltd. (RITES), Delhi.
National Council for Building Material, Faridabad.
Indian Institute of Technology (IIT) Roorkee.
Punjab Engineering College Chandigarh.
Thappar Institute of Technology Patiala.
Guru Nanak Engineering College Ludhiana.
Recognised Structural Engineer.

v) An indemnity bond shall be given on a stamp paper of Rs. 100/- duly attested by the competent authority indemnifying PUDA in case of accident or any cause arising due to concerned company's installations in annexure 'A'

(vi) That the applicant shall submit an undertaking on stamp paper of Rs.10/- duly attested by the competent authority to the effect that they shall take special precautions for fire safety and lightening.

(vii) That the applicant shall furnish to assessor (House Tax) and PUDA, copy of the agreement concluded between the cellular or basic telecom operator and the owner of the building. A proof in this regard is to be submitted by the applicant to the Estate Officer concerned.

(viii) Generator sets installed at the tower site to cater to the power requirements of the antennae should conform to the noise and emission norms prescribed by Punjab Pollution Control Board (PPCB) An NOC to this effect is to be submitted from Punjab Pollution Control Board (PPCB).

3.0 In case the tower is shared by any other cellular operator/operators, an additional amount of Rs. 50,000/- (Rs. Fifty thousand only) per sharing shall be payable.

4.0 Each application received in the office of Estate Officer for installation of Communication Tower/Antenna shall be examined in the terms of :

i) Suitability of site/building.
ii) Structural safety of the building/site where tower is to be installed.
iii) Structural safety of tower/antennae.
iv) Location and distance from High Tension Electric line, if any.
v) Maximum height permitted in the area.
vi) Height Restrictions due to air-funnel or due to location of defence installations including restrictions imposed by any statutory authority.

5.0 The licensee shall share the towers for fixing their respective antenna provided that the prescribed conditions are duly fulfilled so as to ensure curtailing of multiple towers and optimizing the use of the existing one.

6.0 In case of any complaint against such tower construction, the same shall be referred to the office of Director General, Cellular Operators Association of India and Secretary General, Association of basic Telecom Service to investigate the complaints and take remedial measures wherever necessary.

7.0 After the case is examined and clearance from Town Planning, Engineering and Architectural Wings are obtained, permission to install towers will be granted on form ST-I subject to following conditions:-

i) Height of the tower shall be within the permissible limits. In case the building/site falls in an air-funnel or any other prohibited area, then prior permission of height etc. of such authority shall be obtained.

ii) Construction at site shall be in accordance with the structural/construction details submitted with the plan and shall be carried out under the supervision of a qualified structural engineer.

iii) Constructed tower shall be of the design and structure, as approved by the authority and shall be erected under the guidance and supervision of a qualified engineer.

iv) Structural safety of the building and tower shall be the responsibility of the telecommunication company.

v) Permission granted shall be valid for a period of 1 year which can be renewed further on annual basis on payment of Rs. 50,000/-.

vi) No change in the location, plan or design of the tower shall be made without prior approval of the sanctioning authority.

vii) Estate Officer or any officer/official duly authorised by him will have the right to inspect the site and structure at all times without any prior notice.

viii) Annual periodic report shall be submitted by the operator about the safety of building and the installation.

ix) Company shall be liable to pay all taxes, fees, charges etc. which may be levied by any authority from time to time.

x) In case of violation of any terms and conditions, permission granted can be withdrawn or cancelled at any time. However, before withdrawing/cancellation of permission, an opportunity, to the operator company shall be provided.

xi) The permission granted can also be withdrawn at any time in the public interest.

8.0 In case of refusal, Estate Officer shall communicate the decision on form RT-1, specifying the reasons for such refusal.

9.0 In case any tower of the antenna is erected without a valid permit in the property, the Estate Officer concerned shall issue notice to the land/building owners for getting the structure regularized in form RT-2.

10.0 All applications for installation of Communication tower/antenna shall be disposed off within a period of 2 weeks from their receipt in the office of Estate Officer.

11.0 The above policy shall be applicable with immediate effect.

Sd/-

Administrative Officer (Policy)

for Chief Administrator.

Endst.No.PUDA-Policy-A-1-2008/ 321 Dated: 3.3.2008

A copy of above is forwarded to the Director-cum-Secretary, Department of Information Technology, SCO No. 193-95, Sector 34-A, Chandigarh for information & necessary action.

Sd/-

Administrative Officer (Policy)

for Chief Administrator.

Endst.No.PUDA-Policy-A-1-2008/ 322-28 Dated: 3.3.2008

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

The Spice Com munication Pvt. Ltd.
The Bharati Mobile Ltd.(Airtel).
The HFCL Infotel Ltd.
The Reliance Infocom Ltd.
The Vodafone.

The Tata Tele Services.

The BSNL.

Sd/-

Administrative Officer (Policy)

for Chief Administrator.

Draft for application for erection of Towers/Antennae

No. Dated:

To

Estate Officer,
PUDA,_____.

Subject:- Application for regularization/erection of the Tower/Antennae.

Sir,

I/We have erected/intend to erect a tower/antennae alongwith cabin on property No./roof top of the building No._____located at_____.As per procedure laid down in the Building Bye laws, I/we/am/are enclosing the following documents:

1. Consent letter of building owner.

2. Four sets of Ferro Prints and two prints on tracing cloth/tracing film.

3. Structural safety certificate from any one of the following institutions:-

   - Indian Institute of Technology (IIT), Delhi.
   - Central Building Research Institute (CBRI), Roorkee.
   - Rail India Technical and Economic Services Ltd. (RITES), Delhi.
   - National Council for Building Material, Faridabad.
   - Indian Institute of Technology (IIT) Roorkee.
   - Punjab Engineering College Chandigarh.
   - Thappar Institute of Technology Patiala.
   - Guru Nanak Engineering college Ludhiana.
   - Recognised Structural Engineer.

4. That I/we are enclosing a demand draft/call deposit receipt No. amounting to Rs. 1,00,000/-,in favour of Estate Officer, PUDA_____ drawn on_____Bank as one time permission charges (building application tax) @ Rs. 1,00,000/- per tower and Rs. 50,000/- per tower as annual license renewal fee.

5. In case the tower is shared by any other cellular operator/operators, an additional amount of Rs. 50,000/- (Rs. Fifty thousand only) per sharing shall be payable.

6. That I/we are enclosing an indemnity bond on a stamp paper of Rs. 100/- duly attested by the competent authority indemnifying PUDA to the effect.

A) That I/we shall be solely responsible for any damage to the building and for public safety from the tower erected on property No._____situated at_____.

B) That I/we fully understand that in case of buildings, which were/are unauthorized or which may be so declared at a later point of time, permission for installation or towers shall be

granted on fulfillment of all the above conditions but shall not imply any change whatsoever on the status of the unauthorized building and shall be without prejudice to the right of PUDA to demolish the said building through the due process of law. In undertaking such demolition PUDA will not be under any obligation to send prior intimation to the owner of the tower, nor will it be liable for loss of the tower as a consequences of demolition of the unauthorized building.

7. That I/we are enclosed an undertaking on stamp paper of Rs. 10/- duly attested by the competent authority to the effect that I/we shall take special precautions for fire safety and lightening.

8. That I/we are enclosing a proof that I/we furnished to Assessor & Estate Officer, a copy of the agreement concluded between me/us and the owner of the building.

9. That I/we shall furnish an NOC from Punjab Pollution Control Board(PPCB) for the generator sets to be installed at the Tower site to cater to the power requirements of the antennae after the same is inspected by PPCB.

You are requested to regularize/to grant permission for erection of tower/antennae

Encl. as above

Applicant

Form ST-I

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY

To

_____

_____

No.

Dated:

Subject:- **Permission for installation of Communication Tower on plot/site No._____Sector/Phase_____Urban Estate_____.**

Sir,

With reference to your application dated_____for installation of Communication Tower on plot/site No._____Sector/Phase_____Urban Estate_____the permission to install tower is granted subject to the following conditions:-

i. Construction at site shall be in accordance with the structural/construction details submitted with the plan and shall be carried out under the supervision of a qualified structural engineer.

ii. Constructed tower shall be of the design and structure, as approved by the authority and shall be erected under the guidance and supervision of a qualified engineer.

iii. Structural safety of the building and tower shall be responsibility of the telecommunication company.

iv. Permission granted shall be valid for a period of one year which can be further renewed on annual basis on payment of Rs. 50,000/-.

v. Company shall be liable to pay all taxes, fees, charges etc. which may be levied by any authority from time to time.

vi. No change in the location, plan or design of the tower shall be made without prior approval of the sanctioning authority.

vii. Height of the tower shall not exceed_____feet.

viii. Estate Officer or any officer/official duly authorised by him will have the right to inspect the site and structure at all times without any prior notice.

ix. Annual Periodic report shall be submitted about the safety of building and the installation.

x. In case of violation of any terms and conditions, permission granted can be withdrawn or cancelled at any time. However, before withdrawing/cancellation of the permission, an opportunity to the operator company shall be provided.

xi. The permission granted can also be withdrawn at any time in the public interest.

One set of sanctioned plan is enclosed for further action.

Estate Officer
PUDA_____

Form RT-1

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY

To

_____
_____

No.
Dated:

Subject:- Refusal for installation of Communication Tower on plot/site No._____Sector/Phase_____Urban Estate_____.

Sir,

With reference to your application dated_____for installation of Communication Tower on plot/site No._____Sector/Phase_____Urban Estate_____, the permission to install tower is refused due to following reason/reasons:-

(i) Inadequacy of structural safety of the building.

(ii) Inadequacy of structural safety of the tower.

(iii) Location of the tower outside the zoned area/area earmarked for parking and providing amenities.

(iv) Height of the proposed Tower exceed the maximum height permissible in the area.

(v) Presence of H.T. electrical lines in close vicinity.

(vi) Any other reason/s (specify).

ChequeNo._____dated_____drawn on_____ (Name of the Bank) for Rs. 1,00,000/- is enclosed.

Estate Officer
PUDA_____

Form RT-2

Draft of notice for regularization of Towers/Antenna in the Urban Estate of PUDA_____

No. Dated:

To

Mr/Mrs./Ms/----------

Subject:- Erection of the tower/antennae without a valid permit in property No._____.

Your attention is invited on the subject mentioned above. The tower alongwith cabin has been erected in property No._____without the valid approval from PUDA. It has been observed that so far no request has been received for getting the structure regularized. You are hereby given an opportunity to get the structure regularized, falling which PUDA will proceed as per law to get the unauthorized structure removed. The structures shall be regularized on the following terms and conditions.

An application shall have to be made to the Estate Officer, PUDA_____ for regularization of the tower/antennae alongwith cabin put up on property No./roof top of the building No._____located at_____. The application should be made alongwith the following documents:-

1. Consent letter of Property/Building owner.
2. Four sets of Ferro Prints and two prints on tracing cloth/tracing film.
3. Structural safety certificate from any one of the following Institutes.

    a) Indian Institute of Technology (IIT), Delhi.
    b) Central Building Research Institute (CBRI), Roorkee.
    c) Rail India Technical and Economic Services Ltd. (RITES), Delhi.
    d) National Council for Building Material, Faridabad.
    e) Indian Institute of Technology (IIT) Roorkee.
    f) Punjab Engineering College Chandigarh.
    g) Thappar Institute of Technology Patiala.
    h) Guru Nanak Engineering College Ludhiana.
    i) Recognised Structural Engineer.

4. A one-time permission charges of Rs. 1, 00,000/- per tower as building application tax and Rs. 50,000/- per tower as annual license renewal fee.

5. In case the tower is shared by any other cellular operator/operators, an additional amount of Rs. 50,000 per sharing shall be payable.

6. An indemnity bond shall be given on a stamp paper of Rs. 100/- duly attested by the competent authority indemnifying PUDA in case of accident or any cause arising due to concerned company’s installations.

i) That they shall be solely responsible for any damage to the building and for public safety from the tower erected on property No._____situated at_____.

ii) In case of buildings which were unauthorized or which may be so declared at a later point of time, permission for installation of towers on it shall be granted on fulfillment or all the above conditions. However, that shall not imply any change whatsoever in the status of the unauthorized building and shall be without prejudice to the right of PUDA to demolish the said building through the due process of law. In undertaking such a demolition, PUDA will not be under any obligation to send prior intimation to the owner of tower, nor will it be liable for loss of the tower as a consequence of demolition of the unauthorized building. The operators shall indemnify PUDA to this effect.

7. That the applicant shall submit an undertaking on stamp paper of Rs. 10/- duly attested by the competent authority to the effect that they shall take special precautions for fire safety and lightening.

8. That permission shall not be granted for any residential premises or any listed heritage building or for any other building prohibited for any new construction.

9. That the applicant shall furnish to assessor (House Tax) and PUDA, copy of the agreement concluded between the cellular or basic telecom operator and the owner of the building. A proof in this regard is to be submitted by the applicant to the Estate Officer concerned.

10. Generator sets installed at the tower site to cater to the power requirements of the antennae should conform to the noise and emission norms prescribed by Punjab Pollution Control Board (PPCB) An NOC to this effect is to be submitted from Punjab Pollution Control Board (PPCB).

11. The licensee shall share the towers for fixing their respective antennae provided that the prescribed conditions are duly fulfilled so as to ensure curtailing of multiple towers and optimizing the use of the existing one.

12. In case of any complaint against such tower construction, the same shall be referred to the office of Director General, Cellular Operators Association of India and Secretary General, Association of Basic Telecom Service to investigate the complaints and take remedial measures wherever necessary.

You are hereby requested to apply for regularization of the already erected tower and submit the documents as asked for within 15 days, falling which the Estate Officer will have to proceed with the action under various provisions of Punjab Regional & Town Planning & Development Act, 1995 and Bye Laws made thereunder.

Estate Officer
PUDA

INDEMNITY BOND FOR ERECTION OF TOWER AND ALLIED BUILDINGS

This indemnity bond is executed at_____on this_____day of (Month)_____(Year) by Shri/M/s_____resident of _____ (aged)_Years, who is owner of Plot/Site/Building No._____Phase/Sector_____Station (hereinafter called the owner) in favour of Punjab Urban Planning & Development Authority(herein after called the PUDA).

Whereas the owner has submitted to the PUDA plans for regularization/sanction of erection of tower & allied buildings over plot/site/building No._____under the provisions of the Punjab Regional and Town Planning and Development Act, 1995 and the Rules/Policies made thereunder.

And whereas the PUDA has agreed to regularize/sanction the aforesaid construction subject to the condition that the owner shall indemnify the PUDA in the event of any loss or damage caused to the adjoining buildings/properties on account of the construction of the said erection of tower an buildings either at the time of digging of the foundation or in the course of its construction or even thereafter and also against any claim of any concern thereto.

And whereas the owner has agreed to execute an indemnity bond to the above effect and also to abide by the terms imposed by PUDA to the grant of sanction of erection of tower/allied buildings.

NOW THIS DEED WITNESSES

1. That in consideration of the sanction of the plans of the owner for regularization/construction of the erection of tower and allied buildings the owner undertake that he/they shall at any times keep the PUDA harmless and free from any liability, loss or damages following from any injury or damage caused to either adjoining properties or to any person as a consequence of the construction of tower and allied buildings at the time of digging of its foundation or during the course of its construction or at anytime thereafter.

2. The owner agrees and undertake that in the event of any claim made by any person or persons against the PUDA either in respect of the sanction granted by the PUDA to the owner for erection of tower and buildings or in respect of the construction or the manner of construction of the erection of tower and building by the owner or the consequences flowing from the said sanction the owner shall be responsible and liable and not the PUDA.

3. The owner agrees and undertakes to indemnify the PUDA fully in respect of any amount which the PUDA may be required to pay to any persons either by way of compensation of damages or on any other account as a result of any claim or suit or any other proceedings concerning the sanctioning of the construction of the erection of tower and building or the making thereof and also in respect of costs and expenses which the PUDA may incur on defending any action.

4. Without prejudice to the above undertaking the owner hereby binds itself to pay to the PUDA to the full extent any amount which the PUDA may be required to pay person in connection with, relating to or concerning the sanctioning of the erection of tower and allied building or the making thereof.

5. That I/we fully understand that in case of buildings, which were/are unauthorized or which may be so declared at a later point of time, permission for installation of towers shall be granted on fulfillment of all the above conditions but shall not imply any change whatsoever on the status of the unauthorized building and shall be without prejudice to the right of PUDA to demolish the said building through the due process of law. In undertaking such demolition, PUDA will not be under any obligation to send prior intimation to the owner of the tower, nor will it be liable for loss of the tower/allied structure as a consequences of demolition of the unauthorized building.

6. The permission granted is also subject to the terms and conditions of allotment of site/plot/building and in case of violation of any of the terms and conditions of allotment, the permission so granted shall not be in any way restrict PUDA to take action against violation under the provisions of Punjab Regional and Town Planning and Development Act, 1995 and the Rules/Policies made thereunder.

7. The owner further agrees and undertakes that this bond shall remain in full force and effect till the owner faithfully observes and performas the undertaking herein before contained.

In witness whereof the owner above names has signed this bond on this _____day of_____at_____.

INDEMNIFIER

Witness:-

1._____.

2._____.

PUNJAB URBAN PLANNING AND DEV.AUTHORITY
SHAIBZADA AJIT SINGH NAGAR

To

All. Addl. Chief Administrator,
PUDA,
All Estate Officer,
PUDA,
Chief Engineer,
PUDA,
All Superintending Engineer,
PUDA,
Chief Accounts Officer,
PUDA,
Chief Town Planner,
PUDA, Chandigarh.
Senior Town Planner,
PUDA, Mohali.

No.PUDA-Policy-UE-2/03/7867-7890
Dated:-4.12.2003

SUB: Policy regarding Conversion of Trade of Commercial sites falling in Urban Estates of Punjab.

PUDA has been following a policy of disposal of commercial sites by way of auction based on the trades specified for each site. However, It has been observed that once the sites are sold, large scale conversions in carrying out of trade/business takes place on account of the prevailing market forces.

2.0 The issue regarding permitting conversion of trade of commercial sites has been engaging the attention of the Punjab Urban Planning & Development Authority for a considerable time and a number of representations have been received in this regard.

3.0 The Finance & Accounts Committee of PUDA in its 39th meeting held on 22.10.03 considered the issue vide agenda item no. 39.03. After considering various issue involved, hardships caused and difficulties encountered by the allottees and necessity for providing flexibility and freedom to carry on trade, allowing market forces to operate freely and realizing full potential of commercial sites, the Committee has decided to permit change of trade subject to the following conditions:

(a) Commercial activities shall henceforth be divided into three categories, namely, General Trades, Special Trades and Prohibited Trades. Details of these are given in statement attached as Annexure-A.

(b) Change of trade would only be permitted to sites sold under categories of Special Trade to the General Trade on payment of such charges as specified in para-4.

(c) No change of trade shall be permitted in case of sites sold under general trade to special trade and Prohibited trade.

(d) In case of shops, which are multi-storied and are sold as shop-cum-flats or shop-cum-office or shop-cum-office-cum-flats, the conversion of upper floors from residential to office/shop or from office to shops would also be permitted on the payment of conversion

charges. However, use of upper floors will be related to the trade permitted at ground floor subject to conditions (b) & (c) above.

(e) Architectural controls pertaining to external façade/ compulsory verandah/corridor/passage shall not be permitted to be altered in case of change of trade. However, the internal changes required from functional point shall be permitted subject to the provision of building bye-laws/zoning plans, architectural controls with prior approval of the competent authority. Revised plans should take due care for structural safety and fire hazards of structures. Further no additional coverage shall be permitted and FIR shall remain unchanged.

(f) Conversion charges shall be levied on the basis of covered area including the area under the verandah/public passage/stair-case except the area of basement, if any.

(g) Change of trade shall be permitted on making an application in the prescribed form to Estate Officer concerned alongwith prescribed charges and subject to the prior approval of the Estate Officer.

(h) Change of trade will not permit any sub-division or amalgamation of commercial properties. However, amalgamation of two commercial properties shall be permitted subject to the condition that both sites have the same trade and are under same ownership with prior approval of the Estate Officer with prior approval of the Estate Officer as per existing policy for amalgamation of sites in urban estates.

4.0 Conversion charges

The rates to be charged for conversion of trade are linked to the potential of the city where the site is located. For this purpose the state has been divided into two distinct zones i.e. High Potential Zone and Low Potential Zone. Cities of Ludhiana, Jalandhar, SAS Nagar and Amritsar comprise the High Potential zone whereas remaining towns and cities are treated as part of the Low Potential zone for the purpose of levying the conversion charges. The conversion rates to be charged for change of trade shall be as follows:

(a) Rs. 100/-(Rs. One hundred only) per square feet for conversion of trade on ground floor for sites falling in the High Potential zone and Rs. 75/- (Rs. Seventy five only) per sq. feet for sites falling in the Low Potential Zone.

(b) Rs. 50/- (Rupees fifty only) per square feet for conversion of trade on upper floor premises for sites falling in the High Potential Zone and Rs. 35/- (Rs. Thirty five only) per sq. feet for sites falling in the Low Potential Zone.

(c) Conversions charges at the above rates shall be calculated for the entire built up area/area permitted under each use to be built on the said plot except the area under basement irrespective of the fact that building has been fully/partially constructed.

(d) Payment may be made in lump sum or in 4 equated six monthly installments. In case payment is made in lump sum within sixty days of permission then a rebate a 5% may be given. In case payment is made in installments then interest @ 12% per annum shall be charged. For delayed payment additional penal interest as per approved policy should be charged.

(e) Change of trade in case of rehries shall also be allowed by levying conversion charges of Rs. 75/- (Rs. Seventy five only) per sq. feet for sites falling in the High Potential Zone and Rs. 55/- (Rs. Fifty five only) per sq. feet for sites falling in Low Potential Zone as defined in this Para above, based on the area allotted to each rehri subject to payment schedule mentioned at (d) above. However, no Prohibited Trade i.e. trade involving fire hazard or public safety shall be allowed.

1.0 The above policy should be brought to the notice of all concerned and wide publicity should be given.

2.0 The above policy shall be applicable with immediate effect.

DA/ As above.

Administrative Officer (Policy),

For Chief Administrator.

Annexure 'A'

(New Commercial Trades)

(I) GENERAL TRADE shall mean trade involving display/retail/sale of general merchandise and shall include any trade listed below or any other trade which may be added subsequently:

(a) DISPLAY/ SALE OF:

1. Aerated water, non-alcoholic beverages, alcoholic beverages, wine, liquor
2. Artwares
3. Bakery products and confectionery goods.
4. Books & Stationery
5. Computer software, hardware, I.T. enabled services.
6. Crockery and utensils
7. Domestic appliances and gadgets, sewing machines.
8. Electrical and electronic goods and equipments.
9. Furniture
10. Automobiles & automobile spare parts.
11. Hosiery goods and readymade garments, fabric & textile.
12. Ornaments and Jewelry.
13. Pan, biri, Cigarettes & Tobacco
14. Photo and Mirror frame
15. Photographic goods
16. Packed Poultry, fish & meat products.
17. General Provisions including toiletries
18. Sports goods/ Musical instruments.
19. Suit cases/ Boxes.
20. Seeds, flowers, plants.
21. Shoes and leather goods.
22. Audio-visuals
23. Dairy products
24. Medicine, surgical and hospital equipment

(b) PROFESSIONALS:

1. Architects
2. Barbers, beauticians
3. Doctors
4. Photographers.
5. Opticians
6. Pen repairs
7. Tailors
8. Watch makers/ repairers
9. Travel Agents, Tour operators.
10. Computer based networking services, cyber-café
11. Financial consultants & share brokers
12. Legal advisors
13. Property dealers
14. Medical laboratories & diagnostic centers
15. Coaching centers

16. Entertainment centers including video game parlours
17. Fitness centers, Health centers.
18. Banks and Financial service
19. Telecom/ Mobile services.

(c) Miscellaneous

(1) Restaurants

(2) Lodging Houses, Guest houses, hotels

2 SPECIAL TRADE shall mean trade involving manufacturing/ repairing/ servicing/ processing and display/ sale of goods so manufactured/ repaired/ serviced/ processed and shall include any trade listed below or any other trade added subsequently:

1. Aerated water.
2. Artificial teeth.
3. Art wares
4. Bamboo and cane products.
5. Baan, Cane and rope.
6. Card Board and paper products.
7. Cotton and silk cardigans
8. Dolls
9. Educational and Drawing instruments.
10. Shoes and leather goods garments.
11. Furniture
12. Gold and silver foil zari work.
13. Hats, Caps, Turbans including embroidery
14. Hosiery including knitted garments embroidery
15. Ink
16. Jewelry/ ornaments
17. Ice, Ice-cream & cream
18. Steel/ Iron household goods
19. Lacquer work and bangles
20. Musical instruments
21. Photo and Mirror frames.
22. Photographic goods
23. Radio assembly
24. Small domestic appliances and gadgets
25. Steel wire products
26. Suit Case and Boxes
27. Sports goods.

(a) PROCESSING:

1. Book binding and embossing.
2. Cycle repair
3. Fruit preservation
4. Handloom
5. Oil expeller
6. Metal Polishing
7. Optical lens grinding
8. Painting including signboard painting
9. Stove repair.
10. Tin repairing.

(b) **PROFESSIONS**:

1. Bharhbunja
2. Iron Mongers
3. Laundry and Dry cleaning
4. Lock-smith
5. Atta Chakki
6. Rui Penja
7. Scooter/Car repair
8. Tents, Utensils, Here surface
9. Meat & Fish products
10. Halwai Shops &
11. Kabari

Miscellaneous

1. Bakery
2. Building Material
3. Coal Depot
4. Excise vends
5. Crains (wholesale)
6. Iron and steel Merchant
7. Automobile services
8. Printing press, Photo copy & reprographies
9. Timber
10. Transport sites
11. Fruits & Vegetables

(3) **PROHIBITED TRADE** shall mean the trade listed below or any other trade which may be added subsequently involving public nuisance, risk and hazard to health, safety, property, life and liberty of the individual, community, area etc, and includes trades involving:

(i) Explosives
(ii) Chemicals of hazardous nature
(iii) Highly inflammable materials
(iv) Slaughtering of animals/birds
(v) Storage, processing of Skins & hides
(vi) Petroleum and petroleum products including LPG

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY,
PUDA BHAWAN SECTOR 62 SAS NAGAR.
(POLICY BRANCH)

To

The Additional Chief Administrator,
PUDA, Patiala.

No.PUDA-Policy-2-2010/
Dated:

Subject:- **Waiving off charging extension fee for non-construction on Industrial Plot No. C-24, Focal Point, Rajpura.**

Ref:- Your letter No. 8713 dated 03.12.2009.

As recommended by you vide letter under reference, it has been decided not to charge extension fee from the allottee of Industrial Plot No. C-24 of Focal Point, Rajpura till such time PUDA provides necessary water supply and sewerage lines as in the case of other industrial plots No. D-72 to D-81 and C-17 to C-19

This issues with the approval of Hon'ble Chairman.

Estate Officer (Policy),
for Chief Administrator.

GOVERNMENT OF PUNJAB

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

NOTIFICATION

The 9June, 2010.

No. 1/149//1986-4HGI/1759 In exercise of the powers conferred by section 180 read with sub-section (2) of section 43 of the Punjab Regional and Town Planning and Development Act, 1995 (Punjab Act No. 11 of 1995), and all other powers enabling him in this behalf, the Governor of Punjab is pleased to make the following rules further to amend the Punjab Regional and Town Planning and Development (General) Rules, 1995, namely :-

RULES

1. Short title and commencement- (1) These rules may be called the Punjab Regional and Town Planning and Development (General) Amendment Rules, 2010.

(2)They shall come into force on and with effect from the date of their publication in the Official Gazette.

2. In the Punjab "Regional and Town Planning and Development (General) Rules 1995, for rule 13, the following rule shall be substituted, namely

13. Time within which building is to be completed- (1) The transferee shall complete the building as per the approved building plan within a period of three years from the date of possession of the land, failing which the Estate Officer may resume the land or building or both, as the case may be, in accordance with the provisions of section 45 of the Act:

Provided that the Estate Officer may extend the period of three years, if he is satisfied that the building could not be completed by the transferee due to the reasons beyond the control of the transferee on payment of such fee, as is specified in the table given below:

Provided further that the period of extension shall not exceed twelve years, which shall be counted after the expiry of the period of three years from the date of possession of land."

Table

(Fee for residential, Commercial, industrial land and the land allotted to institutions, housing societies and private builders).

Number of years from which fee is to be charged.	**Residential**	**Commercial**	**Land allotted to the institutions, housing societies, private builders and for industrial purposes.**
4th year	2% of the allotment price, fixed by the Authority at the time of extension	2% of the auction price or allotment price as the case may be.	2% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case may be.
5th year	2% of the allotment price, fixed by the Authority at the time of extension	2% of the auction price or allotment price as the case may be.	2% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case may be.
6th year	2.5% of the allotment price, fixed by the Authority at the time of extension	2.5% of the auction price or allotment price as the case may be.	2.5% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case may be.
7th year	2.5% of the allotment	2.5% of the auction	2.5% of the allotment price,

	price, fixed by the Authority at the time of extension	price or allotment price as the case may be.	fixed by the Authority at the time of extension or auction price, as the case may be.
8th year	2.5% of the allotment price, fixed by the Authority at the time of extension	2.5% of the auction price or allotment price as the case may be.	2.5% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case may be.
9th year	3% of the allotment price, fixed by the Authority at the time of extension	3% of the auction price or allotment price as the case may be.	3% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case may be.
10h year	3% of the allotment price, fixed by the Authority at the time of extension	3% of the auction price or allotment price as the case may be.	3% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case may be.
11th year	3.5% of the allotment price, fixed by the Authority at the time of extension	3.5% of the auction price or allotment price as the case may be.	3.5% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case may be.
12h year	3.5% of the allotment price, fixed by the Authority at the time of extension	3.5% of the auction price or allotment price as the case may be.	3.5% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case may be.
13th year	4% of the allotment price, fixed by the Authority at the time of extension	4% of the auction price or allotment price as the case may be.	4% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case maybe.
14th year	4% of the allotment price, fixed by the Authority at the time of extension	4% of the auction price or allotment price ass the case may be.	4% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case may be.
15th year	4% of the allotment price, fixed by the Authority at the time of extension	4% of the auction price or allotment price as the case may be.	4% of the allotment price, fixed by the Authority at the time of extension or auction price, as the case may be.

(2) The fee for the period of extension shall be paid by the transferee within a period of thirty days from the date of the order, made with regard thereto by the Estate Officer;

Provided that the period of thirty days may be extended by the Chief Administrator, if he is satisfied on the request of the transferee up to the period of six months from the date of request, failing which the transferee shall have to pay such penal interest, as may be determined by the Authority.

(3) The fee, as specified in sub-rule(1) shall be charged half yearly commencing from the 1st day of January to 30th June, and from the 1st day of July to 31st December of the relevant year.

(4) No fee shall be charged for extending the period of construction, if the land is allotted to any department of the Central and State Government or public sector undertaking of the Central and State Government.

(5) Notwithstanding any thing contained in sub-rule(1) after the commencement of the Punjab Regional and Town Planning and Development (General) Amendment Rules 2010, the Estate Officer in those cases, where the period of fifteen years (i.e. three years after the possession and twelve years after the extension) has already expired, may extend the period of construction for one year on payment of

such fee, as may be determined by the State Government in this regard in respect of any class or category of cases.

(6) The period during which the serving soldiers and officers of the Armed Forces remained posted at non family stations, the fee shall be waived of after due consideration in the case of residential lands by the Chief Administrator or any other officer, authorized by him for the purpose of constructing building on those lands.

(7) The cases of legal heirs of the deceased, war widows next kin of police and Para-military forces killed in action, allottees suffering from diseases due to which they were not capable to carry out construction within the stipulated period, and the cases of officers or official of the State Government and Public Sector Undertakings of the State Government, who were required to serve outside the State of Punjab in accordance with their service conditions shall be considered for waiving of extension fee only for residential lands by the Chief Administrator or any other officer authorized by him.

(8) The cases of charitable institutions (except the institutions to whom land has been allotted for educational and hospital purposes), which are exempted from income tax under the Income Tax Act, 1961, may be considered by the Authority or its Committee for waiving of extension fee up to eighty percent of the total extension fee, as specified in the table given below sub-rule (1) for the reasons, to be recorded in writing.

Chandigarh
Dated 7th June, 2011

Dr. S.S. Sandhu,
Secretary to Govt. of Punjab,
Housing & Urban Development Deptt.

GOVERNMENT OF PUNJAB

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CORRIGENDUM

The_____July, 2010.

In the Punjab Regional and Town Planning and Development (General) Rules, 1995, issued vide Government of Punjab, Department of Housing and Urban Development, Notification No. 1/149/1986-4HGI/ 1759 dated the 9th June, 2010 and as published in Legislative Supplement of the Punjab Government Gazette (Extra-Ordinary) dated the---------2010,

(1) in table fee for 6th year for residential, commercial and land allotted to the institutions, housing societies, private builders and for industrial purposes may be read as 2.50% instead of 2%.

(2) in table fee for 7th year for residential, commercial and land allotted to the institutions, housing societies, private builders and for industrial purposes may be read as 2.50% instead of 2%.

(3) in table fee for 8th year for residential, commercial and land allotted to the institutions, housing societies, private builders and for industrial purposes may be read as 2.50% instead of 2%.

Dr. S.S. Sandhu,
Secretary to Govt. of Punjab,
Housing & Urban Development Deptt.

GOVERNMENT OF PUNJAB

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CORRIGENDUM

The_____July, 2010.

In the Punjab Regional and Town Planning and Development (General) Amendment Rules, 2010, issued vide Government of Punjab, Department of Housing and Urban Development, Notification No. 1/149/1986-4HGI/ 1759 dated the 9th June, 2010;-

(1) in table given in sub rule (1) of Rule 13 fee for 6th, 7th and 8th year for residential, commercial and land allotted to the institutions, housing societies, private builders and for industrial purposes may be read as 2.5% instead of 2%.

Dr. S.S. Sandhu,
Secretary to Govt. of Punjab,
Housing & Urban Development Deptt.

TERMS AND CONDITIONS FOR PERMITTING PROFESSIONAL CONSULTANCY SERVICES IN THE RESIDENTIAL HOUSES.

The permission to be granted shall be subject to the following conditions:-

1. Professional consultancy services should neither cause any pollution nor should create any nuisance in and around the residential premises.

2. Maximum area permitted to be used for consultancy services shall be restricted to 25% of the built up area on ground floor or 50 Sq. Mtrs, which ever is less.

3. The premises must be owned by the professional and should not be rented accommodation where the permission for consultancy services are to be carried out.

4. Owner shall not be permitted to rent out the premises to any other consultants or consultancy firm.

5. Consultants would be required to obtain prior permission of the Competent Authority before using the premises for such purposes and permission shall be applied in the prescribed application form.

6. Adequate provision for parking etc. shall be made within the premises as may be prescribed by the Competent Authority while granting the permission.

7. The owner of the premises wherein permission to do the consultancy is sought would accept any other conditions such as advertisement etc. as may be imposed by the Competent Authority from time to time.

8. GMADA can withdraw the permission given for carrying on the consultancy at any point of time if the percentage of area being used for consultancy exceeds the area permitted to be used or if any condition of allotment is violated or where Authority is of the opinion that continuation of such a consultancy service is not conducive to the public interest or in the interest of the residents of the area or for any other valid reason.

   The permission shall be given on the payment of the following fee:-

   i) For plots upto 10 Marla category & LIG/MIG houses.} Rs. 50,000/-
   ii) For plots above 10 Marla & HIG houses. }

   The fee of Rs. 50,000 shall be valid for five years which will be renewed for another 5 years on payment of 10% of the total fee. The fee as will as renewal fee shall be deposited in advance with the application.

9) The fee shall be remitted to the Estate Officer, by means of demand draft payable to him on any scheduled bank situated at SAS Nagar.

Terms and condition for permitting residential building for installation of STD/ PCO/ FAX and Photostat Machine in Urban Estate of Punjab.

1. The area to be used for the purpose shall not exceed 20% of the covered at the ground floor subject to the maximum of 15 sq. meters.
2. Permission shall be granted on payment of annual fee along with security:-

	Fee	Security
a) EWS/LIG houses & upto 100 sq. yds.	Rs. 3000/- per annum	Rs. 5000/-
b) 101 sq.yds. to 250 sq .yds & MIG houses	Rs. 6000/- per annum	Rs. 10,000/-
c) Above 250 sq yds. & HIG houses	Rs. 10,000/- per annum	Rs. 10,000/-

3. The above fee shall have to be paid in advance for the whole year.

4. Calendar year will start from Ist April and end on 31st March.

5. Permission shall be granted by the Estate Officer concerned.

6. Sign board upto an area of 2 sq.ft. shall be permitted.

7. No external changes in the building shall be allowed.

8. Premises shall not be used for running any training Institution or Typing College.

9. The Estate Office may withdraw at any time the permission, thus granted, in case of violation or any of the above condition or in case the permission causes public nuisance.

10. Permission shall be granted on a year to year basis.

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY SAS NAGAR.

POLICY BRANCH

(OFFICE ORDER)

Sri Guru Singh Sabha, The Mall, Patiala had applied for allotment of religious site at Patiala against scheme opened on 7.11.2008. They have deposited bank draft No. 024814 dated 26.11.2008 for Rs. 50,000/- as application fee. The society has not been selected for allotment of land. As per policy a sum of Rs. 5000/- of the application fee is to be deducted as processing charges. Accordingly, the sanction is hereby accorded for the refund of Rs. 45,000/- after deducting Rs. 5,000/- as processing charges out of Rs. 50,000/- to the Sri Guru Singh Sabha, The Mall, Patiala.

SAS Nagar SARVJIT SINGH, I.A.S.,

Dated : 25.10.2010 CHIEF ADMINISTRATOR.

Endst. No. PUDA-Policy-A-2-2010/ Dated

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

1. Chief Accounts Officer, PUDA, SAS Nagar.
2. Sri Guru Singh Sabha, The Mall, Patiala.

Estate Officer (Policy),
for Chief Administrator.

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY SAS NAGAR.

POLICY BRANCH

(OFFICE ORDER)

Durga Mata Mandir Society Urban Estate Phase-III, Patiala had applied for allotment of religious site at Patiala against scheme opened on 27.11.2008. They have deposited bank draft No. 406614 dated 27.11.2008 for Rs. 50,000/- as application fee. The society has not been selected for allotment of land. As per policy a sum of Rs. 5000/- of the application fee is to be deducted as processing charges. Accordingly, the sanction is hereby accorded for the refund of Rs. 45,000/- after deducting Rs. 5,000/- as processing charges out of Rs. 50,000/- to the Durga Mata Mandir Society Urban Estate Phase-III, Patiala.

SAS Nagar SARVJIT SINGH, I.A.S.,

Dated : 25.10.2010 CHIEF ADMINISTRATOR.

Endst. No. PUDA-Policy-A-2-2010/ Dated

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

1. Chief Accounts Officer, PUDA, SAS Nagar.
2. Durga Mata Mandir Society Urban Estate Phase-III, Patiala.

Estate Officer (Policy),
for Chief Administrator.

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY SAS NAGAR.

POLICY BRANCH

(OFFICE ORDER)

Trimurti Shiva Religious and Charitable Trust, Rajyoga Bhawan, Behind Modi College, Patiala had applied for allotment of religious site at Patiala against scheme opened on 7.11.2008. They have deposited bank draft No. 018718, 018719 and 018719 all dated 01.12.2008 for Rs. 50,000/- as application fee. The society has not been selected for allotment of land. As per policy a sum of Rs. 5000/- of the application fee is to be deducted as processing charges. Accordingly, the sanction is hereby accorded for the refund of Rs. 45,000/- after deducting Rs. 5,000/- as processing charges out of Rs. 50,000/- to the Trimurti Shiva Religious and Charitable Trust, Rajyoga Bhawan, Behind Modi College, Patiala.

SAS Nagar SARVJIT SINGH, I.A.S.,
Dated : 25.10.2010 CHIEF ADMINISTRATOR.
Endst. No. PUDA-Policy-A-2-2010/ Dated

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

1. Chief Accounts Officer, PUDA, SAS Nagar.
2. Trimurti Shiva Religious and Charitable Trust, Rajyoga Bhawan, Behind Modi College, Patiala.

Estate Officer (Policy),
for Chief Administrator.

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY SAS NAGAR.
POLICY BRANCH

To

The Administrator,
PDA, Patiala.

No. PUDA-Policy-A-2-2010/
Dated:-

Sub:- Approval of terms and conditions for auction of Primary School and dispensary at Patiala.

Ref:- Your letter No. dated 18.10.2010.

A Development Agreement for development of integrated township at Baran, Patiala on P.P.P. mode was entered into between PDA and OMAXE Ltd. The development of this town is to be regulated by the terms and conditions of this Agreement. The condition regarding sale of institutional area as in corporated under clause no. 4.4(8) of this Agreement reads as under:-

> "Sale of Institutional Area shall be at Developer's discretion with pre emptive right of PDA. Institutional Area will include facilities like educational (technical as well as non-technical), institutes, healthcare (education and hospital primary, secondary & territory) and other similar facilities. Hotel cannot be included in Institutional but can be part of Commercial Area. However, Hospital can be part of Institutional Area".

Further as per Schedule 1 of Project Description and Scope of Work, the permissible saleable area for different components has been provided and at Sr. No. 4 of the Institutional Area it has been mentioned that:-

(a) if single site in a chunk is sold, total site area is saleable and development controls shall be according to approved zoning plan,
(b) If sub divided, as per the approved layout/zoning plan.

Though the policy of auction for education and health institutions of PUDA is applicable for the Urban Estates being developed by PUDA and other Development Authorities, but since this township is being developed under a Development Agreement, as such the terms and conditions as envisaged in the Agreement shall prevail for the development and sale of sites in this township. Thus the Institutional Sites are to be sold by the Developer as per the conditions stipulated in the Agreement; subject to the rights of PDA.

Accordingly you are advised to dispose off the proposed sites as per revised policy for the disposal of institutional sites issued vide this office letter No. 9349-9353 dated 27.10.2006 (copy enclosed). The terms and conditions for auction of School sites and Nursing home/ Hospital sites are also sent herewith.

Addl. Chief Administrator,

DA/As above

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY,
PUDA BHAWAN SECTOR 62 SAS NAGAR.
(POLICY BRANCH)

To

The Circle Head,
M/S Zylog Systems Ltd.,
SCO 62, 2nd floor, Phase-10,
SAS Nagar.

No.PUDA-Policy-2-2011/
Dated:

Subject:- **Request to exclude Wifi Towers from the Policy for approval of installation of Telecom Towers.**

Ref:- Your letter No. dated 21.12.2010.

It is to inform to you that as per policy of PUDA your request to exclude Wifi Towers from the policy for approval of installation of Telecom Towers cannot be acceded to.

Estate Officer(Policy),
PUDA, SAS Nagar.

ਵਿਸ਼ਾ:- **ਪੰਜਾਬ ਵਿਧਾਨ ਸਭਾ ਦੇ 11ਵੇਂ ਸੈਸਨ ਲਈ ਸਾਲ 2008-09 ਤੋਂ ਬਾਅਦ ਅਤੇ ਹੁੱਣ ਤੱਕ ਕੀਤੀਆ ਪ੍ਰਾਪਤੀਆਂ/ਅਹਿੱਮ ਮੁੱਦਿਆਂ ਸਬੰਧੀ ਸੂਚਨਾ।**

- ਸਿੱਖ ਦੰਗਾ ਪੀੜਤ ਵਿਧਵਾਵਾਂ ਨੂੰ ਮੁਫਤ ਅਲਾਟ ਕੀਤੇ ਮਕਾਨਾਂ ਨੂੰ ਵੇਚਣ ਦੀ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ ਗਈ।
- ਦੰਗਾ ਪੀੜਤਾਂ ਨੂੰ ਪਟਿਆਲਾ ਵਿਖੇ 200 ਬੁੱਥ ਸਾਈਟਾਂ ਅਲਾਟ ਕਰਨ ਲਈ ਅਰਜੀਆਂ ਮੰਗਣ ਲਈ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ ਗਈ।
- ਪੰਜਾਬ ਵਿੱਚ ਸਹਿਰੀ ਕਸਬਿਆਂ ਵਿਖੇ ਪ੍ਰਾਈਵੇਟ ਹਸਪਤਾਲਾਂ ਲਈ ਪੁੱਡਾ ਅਤੇ ਦੂਸਰੇ ਅਦਾਰਿਆਂ ਵਲੋਂ ਚੈਰੀਟੇਵਲ ਸੰਸਥਾਵਾਂ ਨੂੰ ਲੀਜ ਆਧਾਰ ਤੇ ਭੋਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕਰਨ ਸਬੰਧੀ ਪਾਲਿਸੀ ਬਣਾਈ ਗਈ।
- ਪਟਿਆਲਾ ਵਿਖੇ ਸ੍ਰੀ ਰਾਧੇ ਸਿਆਮ ਮੰਦਿਰ ਨੂੰ ਧਾਰਮਿਕ ਮੰਤਵ ਲਈ ਪਲਾਟ ਦੀ ਅਲਾਟਮੈਂਟ ਕੀਤੀ ਗਈ।
- ਪੰਜਾਬ ਸਕੂਲ ਸਿੱਖਿਆ ਬੋਰਡ ਨੂੰ ਪਟਿਆਲਾ ਵਿਖੇ ਖੇਤਰੀ ਦਫਤਰੀ ਬਣਾਉਣ ਲਈ ਭੋਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕੀਤੀ ਗਈ।
- Permission granted to Sikh riot affected widows to sell houses allotted to them on free hold basis.
- Permission granted to call applications from the riot affected families for the allotment of 200 booth sites at Patiala.
- Policy has been framed for the allotment of land by PUDA & other undertakings to the charitable Institutions on lease hold basis for private hospitals in the Urban Estate of Punjab.
- Land allotted to Shri Radhy Shyam Mandir at Patiala for religious purpose on lease hold basis.
- Land allotted to Punjab School Education Board for the construction of regional office at Patiala.

AGREEMENT BY THE_____TO WHOM A PLOT IS INTENDED TO BE ALLOTTED FOR CHARITABLE INSTITUTION ON LEASE HOLD BASIS FOR SETTING UP OF_____ MEASURING_____ Sq.Yds/Acre IN URBAN ESTATE_____.

This agreement made on_____the day of_____two thousand_____ ___between_____through_____herein called lessee on one part and Bhatinda Development Authority (hereinafter called BDA) acting through its Chief Administrator on the other part.

Whereas lessee had applied to the BDA for the allotment of land for the purpose of setting up of _____(Purpose).

And whereas BDA on the faith of the statement and representation made by lessee in its applications has issued a letter of intent for a site measuring _____ _____ __ in Urban Estate_____(Phase_____)._____vide letter No_____dated_____for the purpose of_____.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. That the allotment shall be subject to provisions of Punjab Regional and Town Planning and Development Act. 1995 and Rules, Regulations and Policies framed thereunder from time to time.

2. The site shall be allotted on lease hold basis @ Rs_____per sq.yds. The lease shall be valid for a period of 99 years commencing from the date of issue of allotment letter. Thereafter the lease may be extended for a further period as may be decided by BDA on the new terms and conditions and at the new rates.

3. The successful applicants will be required to pay the lease premium which is 40% of the reserve price of residential site of the concerned area as given below:-

Location Sector/Phase	Area of site	Amount. (40% of reserve price of residential site)
Phase-1	1920 Sq. Yds.	76.95 lacs.
Phase-2	1828 Sq. Yds.	73.27 lacs.
Phase-3	1720 Sq. Yds.	69.26 lacs.

ii) The above lease premium is payable in the following installments:-

a) 10% at the time of allotment.

b) 15% within 30 days from the date of issue of allotment letter.

c) 75% - three years annual equal installments along with 12% interest.

If payment is delayed, then 3% penal interest will be charged on default payment in addition to above 12% interest.

i) Annual lease rent will be 2.5% (Two and half percent) of the Lease premium (upfront amount

ii) The lease rent will be deposited in advance in the month of April of every financial year.

iii) The Authority will be empowered to enhance the annual lease rent on expiry of every 10 years from the date of execution of the lease deed or from the date of possession whichever is earlier, by an amount not exceeding 50% of the annual lease money/rent payable at the time of such enhancement.

iv) If the lessee fails to deposit the lease money within the prescribed period, the allotment will be cancelled.

4. The ownership of the land shall continue to vest in Bathinda Development Authority.

5. That lessee shall execute a lease deed in the prescribed from and in such a manner, as may be directed by the concerned Estate Officer, within 30 days from the date of issue of allotment letter.

6. The lessee shall have no right to transfer by way of sale, gift, mortgage or otherwise of site or any of its rights, title or interest therein.

7. That the site shall be offered on “as is where is“ basis and the lessee shall not be entitled to claim any rebate or refund on any ground whatsoever. 8.Lessee shall be required to take possession of the site on “as is where is” basis within three months from the date of issue of the allotment letter. If possession is not taken by the lessee within stipulated period it shall be deemed to have been handed over on the expiry of the said period. Bathinda Development Authority will not be responsible for leveling the uneven site.

9. The actual area of the site may be increased or decreased. If it varies the upfront amount (lease money) will be charged as per actual area. No action will be taken on any dispute in this regard and even the lessee can’t have the right for refund the deposit money. If the difference of area is more than 10% then the lessee can have the right to accept or not to accept the increased or decreased area. He can surrender the site within 30 days from the date of possession of the site. But no interest will be given on the refund amount.

10. That lessee shall complete the building within three years from the date of possession of the land after getting the building plans duly sanctioned from the Estate Officer. This time may be extended by the Estate Officer, concerned on written request & payment of fee as fixed by the State Govt./ Bathinda Development Authority from time to time if the Estate Officer is satisfied that failure to complete the building within the said period was due to a cause beyond the control of lessee.

11. That on completion of the building. Lessee shall apply in the prescribed form to obtain completion certificate from the competent authority of Bathinda Development Authority as per provision laid down in the Building Bye Laws.

12. That the site shall be used exclusively for purpose for which the site has been allotted. No obnoxious trade shall be carried out on this site. Change of land use shall not be allowed at any stage.

13. That no fragmentation of the site shall be permitted.

14. The lessee shall create a barrier free environment in the building for persons with disabilities.

15. That lessee shall pay all general and local taxes, cesses imposed or assessed on the said site/ building by the Municipal or any other authority competent to levy such taxes and cesses.

16. That Bathinda Development Authority may by its officers and servants at all reasonable time and in a reasonable manner after giving 24 hours notice in writing enter into any part of the building erected therein for the purpose of ascertaining that the lessee has duly performed and observed the conditions of allotment and the provisions under the Punjab Regional and Town Planning and Development Act, 1995 and rules and regulations & policies made thereunder. If lessee violates any of the conditions of the said Act, Rules, Regulations, Policies framed thereunder or terms and conditions of allotment the Estate Officer concerned shall take action under the provision of the above said Act.

17. That Bathinda Development Authority shall have full rights, powers and authority at any times to do through its officers or servants all acts and things which may be necessary and expedient for the purpose of enforcing/ compliance with all or any of the terms, conditions and reservation imposed and to recover from lessee as first charge upon the said site the cost of doing

all or any such act and things and all cost incurred in connection therewith or any way relating therewith.

18. That any change in address of lessee shall be notified by registered A.D. post to the concerned Estate Officer of Bathinda Development Authority.

19. The right of ownership of the allotted land will always be remained with the Bathinda Development Authority. The lessee will have no right to transfer or sale of this land.

20. However, the lessee can get permission to mortgage land for taking loan from Bank/ Financial Institution for construction purpose. The finance taken will have to be used for the construction of building on this site only. Process fee of Rs. 1000/- or as determined by the authority will be charged for the same.

21. The lessee shall provide free treatment to 25% patients in OPD and 10% in IPD. Such patients will not be liable to pay any expenses in the hospital for admission, bed, medicines, treatment, surgery facility, nursing facility, consumables and non consumables etc.

22. The hospital charging any money from patients mentioned at Sr. No. 21 shall be liable for action under the law. The Director/MS/Member of the trust or the society running the hospital shall be personally liable in the event of breach/default.

23. The hospital will keep computerised details of free treatment given to patients mentioned at Sr. No. 21.

24. The computerized record mentioned at Sr. No. 23 will be inspected after every two months by the Inspection team comprising of Deputy Commissioner or his nominee/ Chief Medical Officer or his nominee and N.G.O. working in the field of health which will be nominated by Deputy Commissioner after 3 years. The Inspection team will send report to Director, Public Health after every 6 months and the copy of report will be send to lessee.

25. If any discrepancy found by the Inspection team then the team will inform the B.D.A. about the discrepancy.

26. The free treatment would be provided to the persons who are below poverty line or having yellow card/blue card/job card issued under the Rashterya Rojgar Guarantee Yojna and have income below Rs. 5000/- per month.

27. The institution will have to prepare a seniority list in the register for the patients of different diseases except the patients of Trauma & emergency and will give treatment on first come first serve basis. However, the more emphasis will be given on the recommendations made by Doctor after checking the patient.

28. The hospitals shall display the details of reserved 10% beds in the IPD for free treatment on the notice board daily.

29. The institution will display the special notice in the hospital building regarding free treatment facility being provided in the hospital.

30. If at any stage it is found that the Project is not undertaken satisfactory and lessee has violated the terms and conditions of allotment letter, the allotment shall be cancelled.

30. All the disputes and differences which may arise in any manner touching or concerning this allotment letter/allotment agreement/leased deed shall be referred to the Sole Arbitrator who shall be Chief Administrator or any persons appointed by him in this behalf. The other party will not have any objection to the person so appointed who is or was an employee/officer of BDA or that he had to deal with the matter qua which the disputes relate and that in the course of his duties such an employee of BDA express his views on any matter under dispute. The award of such Arbitrator shall be final and binding on the parties to this allotment letter/allotment agreement/lease deed. In the event of nominated or appointed arbitrator being transferred, or vacating his office or being unable to discharge the function of the arbitrator for any reason whatsoever. Chief Administrator of BDA at the time of such transfer vacation of his office for any reason or death/inability whatsoever shall appoint another person to act as Arbitrator. The persons so appointed as

Arbitrator shall be entitled to proceed with arbitration proceedings from such stage where it was left by his predecessor. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

In witness thereof the authorized Sh._____ resident_____ and the Chief Administrator, Bathinda Development Authority signed the deed on the day and year first above written

Chief Administrator, Authorised

Present/Secretary.

Bathinda Development Authority, (Name of Society/Trust)

Bathinda.

Place_____

Date_____

Witness:

1._____(date) _____

(Name and address)

ORGANISATION STRUCTURE OF THE SECTION

Chief Administrator

↓

Additional Chief Administrator (Policy)

↓

Estate Officer Policy)

↓

Superintendent (Policy)

↓

Senior Assistant (Policy)

↓

Junior Assistant.

(Record Keeper)

↓

Clerk (Diarist)

RESPONSIBILITY AND AUTHORITIES OF SECTION HEAD

(Policy branch)

- for formulation/amendment of policy and issue of instructions in this behalf.

- for preparation of broachers of the schemes and terms and conditions for the allotment of land in the various sectors i.e. Housing, Religious and all Institutional purposes

- for carrying out the routine and urgent nature work including Court cases, RTI cases etc.

BRIEF DESCRIPTION OF ALL THE ACTIVITIES OF THE SECTION
(POLICY BRANCH)

The main objects of PUDA is to promote and secure better planning and development of any area of the State and for that purpose the PUDA has the powers to acquire of land by way of purchase, transfer, exchange or gift or to hold, manage, plan, develop and mortgage or otherwise dispose of land or other property and to execute works in connection with the supply of water, disposal of sewerage, control of pollution and other services and amenities.

The main function of the Policy Branch is to formulate policies for the disposal of land. In a Urban Estate developed by PUDA, the residential, commercial and institutional sites are carved out. These are disposed off in the following manners:-

1. Residential: The applications are invited from the general public and the following categories are given reservation:-

Category	Reservation
S C/ S T	15%
Freedom Fighters	2%
Handicapped & Blind	3%
Serving and Retired Defence Personnel & Paramilitary Forces, including war-widows of these categories	4%
100% Disabled soldiers of Punjab Domicile	1%
Gallantry Award Winners from Defence Services/Paramilitary forces, who have distinguished themselves by acts of bravery ad velour in the defence of our country, both in war and peace time and Punjab police Personnel awarded with President/Police Medals for Gallantry	2%
Legal Heirs of Army/Paramilitary forces, Punjab Police, Personnel Killed in action (war or on law & order duty)	2%
Sports person who are the medal winners of Olympic Common Wealth or Asian games and mountaineers scaled Mount Everest and posses the requisite certificate from the competent Authority	2%
Riot affected and Terrorist affected families.	5%
Total	36%

The allotment is made through draw of lots.

2. Commercial: Commercial sites are disposal off by way of auction.

3. Institutional sites: Institutional sites are disposed off as per terms and conditions contained in the Institutional Policy circulated vide letter No. 9357 dated 27.10.2006.

LIST OF ACTIVITIES OF THE SECTION

(POLICY BRANCH)

(i) Formulation of policies for disposal of land.

(ii) Allotment of land to the institutions,

GOVERNMENT OF PUNJAB
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
NOTIFICATION

The -------April , 2011.

No. 1/149/1986-4HGI/1_____ In exercise of the powers conferred by section 180 read with sub-section (2) of section 43 of the Punjab Regional and Town Planning and Development Act, 1995 (Punjab Act No. 11 of 1995), and all other powers enabling him in this behalf, the Governor of Punjab hereby makes the following rules further to amend "The Punjab Regional and Town Planning and Development (General) Amendment Rules 2010 namely:-

1. These rules shall be called "The Punjab Regional & Town Planning & Development (General) amendment Rules, 2011.
2. They shall come into force from the date of their publication in the official gazette.
3. In the Punjab Regional & Town Planning & Development (General) Rules, 1995, in rule 13 in sub rule (4) for the word and sign "Public Sector undertaking of the State Government.", the following words and sign shall be substituted namely:-
   "Public Sector undertaking of the State Government or Central Government or public sector undertakings of the Central government."

Dr. S.S. Sandhu,
Secretary to Govt. of Punjab,
Housing & Urban Development Deptt.

Chandigarh
Dated____April, 2011

Physically challenged persons as defined in under the persons with disabilities (Equal Opportunities Protection of Rights & Full Participa tion) Act, 1995. (3%)

Physically challenged persons

The application must be supported by the certificate to this effect issued by the Medical Authority as defined under the Persons with Disabilities (Equal Opportunities Protection of Rights & Full Participation) Act 1995.

5% rebate on the price shall be given to the applicants under physically handicapped quota. This rebate shall be available only to those physically handicapped applicants who apply under this category and shall be restricted to 3% quota of physically handicapped persons. However, the earnest money will be the same as indicated above for applicants of physically handicapped quota.