

①

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

✓ To

The M/S PACL India Ltd.,
SCO No.2465, Sector 22-C,
Chandigarh.

②

RC-4/E/2014/CBL/B88R/DU
MR - 20692/16

Memo No.18/57/2006-5HG2/ 6290
Dated, Chandigarh, the 10th July, 2006

Subject:- Change of Land Use of 150.62 acres land in Sector 104, SAS Nagar(Mohali).

Reference your letter dated 11.5.2006 on the subject cited above.

2. This is in continuation of this office letter No. 18/57/2006-6HG2/6064-6064-65, dated 04.7.2006, subsequently PUDA's letter No.PUDA-Mega Projects-H-2006/176, dated 06.07.2006 and PUDA-A/Cs (CPF)-2006/5336, dated 7.7.2006. Your request for change of land use of 150.62 acres falling in Sector 104, SAS Nagar, Mohali has been considered and permission is hereby granted to change the use of this land from agriculture to Residential/Group Housing, Institutional, and Commercial as defined in the Outline Master Plan of SAS Nagar Mohali. Details of the Area/land for which CLU has been granted is enclosed as annexure A.

3. However this permission is subject to the following terms and conditions:-

1. That the promoter would ensure the compliance of all provisions of agreement executed with the Department of Housing and Urban Development on 28.2.2006 and all provisions of Punjab Urban Planning and Development Authority Act, 1995.
2. This change of land use would be in the hands of M/S. PACL India Ltd. Chandigarh and the promoter would deposit CLU, EDC/Licence Fee and all other charges levied or to be levied by the State Government from time to time.
3. The promoter would abide by the instructions issued by the State Government or its any agency from time to time especially under the New Punjab Capital Control Act, 1952 and New Periphery Policy recently approved by the State Government.
4. He would be responsible for any litigation if any with the land owners in any court of law.
5. He would not undertake any development work in the colony until final lay out plan is approved by the Competent Authority and notification under section 44 of PAPRA, 1995 is issued. Chief Town Planner, Punjab/ Nodal Agency would ensure before passing the final layout plan of the proposed project that the site of the promoter is compact and contiguous
6. The revenue rasta if any passing through the site shall be kept unobstructed.
7. The promoter would abide by the instructions issued by the Punjab Pollution control Board by letter No.5196, dated 26.6.2006.





8. That the promoter shall obtain approval/NOC from Competent Authority to fulfill the requirement of notification dated 7.7.2004 of Ministry of Environment and Forests, Government of India before starting the development works of the colony.
9. Building Plans of the entire township would be got approved from the Competent Authority.
10. The promoter would not make any construction under L.T. transmission electronic lines passing through the site or would get these lines shifted by applying to the concerned authority.
11. The promoter would not launch booking of plots and issue any advertisement in this regard until the final approval is obtained from the Competent Authority.
12. He would earmark 10% of the total land of the project for allotment to economically weaker sections of the society.
13. The Nodal Agency/CTP would ensure that uses of land use in the proposed project are inconsonance with the uses defined in the outline master plan.
14. That this permission will not provide any immunity from any other Act/Rules/Regulation applicable to the land in question.
15. He would obtain permission for approach road from the Forest Land from Government of India under Forest Preservation Act, 1980.
16. He would start development works only after taking demarcation level from Chief Engineer of Punjab Urban Planning and Development Authority. Similarly, depth and size of water supply and sewerage lines would also be got verified from Chief Engineer, PUDA.
17. He would leave 55' space on the Kharar-Banur road so that it can widen as per Master Plan
18. After leaving the space for road widening, he would ensure no construction in 30 meter no construction zone on Kharar-Banur road, which is a scheduled road.
19. He would take permission from the Competent Authority u/s 143(2) of the Punjab Regional and Town Planning and Development Act, 1995.
20. He would make provisions for the disposal of rain/storm water of the proposed colony and also of the area surrounding the abovesaid colony.

Joint Secretary

Endst.No.18/57/2006-5HG2/

Dated, Chandigarh, the 10th July, 2006

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

1. Chief Administrator, PUDA, Mohali.
2. Chief Town Planner, Punjab, Chandigarh.

Joint Secretary.



13

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

To

M/s PACL India Limited
(Extension of earlier approved project in
Sector 100 & 104 in Mohali)
3rd Floor , Amba Tower , Sansar Chand Road,
Jaipur.

Memo No.17/174/2006-3HG2/ 7239
Dated, Chandigarh the 8-8-06

Subject:-

Signing of Legal Agreement - M/s PACL India Ltd for setting up
Mega Housing Projects Extension of earlier approved project in
Sector 100 & 104 in Mohali)

In continuation of Chief Administrator Puda S.A.S Nagar's No. PUDA/ M P H/2006/487 dated 26-7-2006, please find enclosed the copy of agreement signed with the Department of Housing and Urban Development, Government of Punjab on 8-8-2006 for setting up a Mega Housing Project in Punjab as approved by the Empowered Committee in its meeting held on 1-6-2006 under the chairmanship of Hon'ble Chief Minister, Punjab. You are further advised to ensure compliance of the terms and conditions of the agreement, failing which the said concessions will stand withdrawn.

Joint secretary to Government of Punjab
Department of Housing and Urban Development.

Endst. No. 17/174/2006-3HG2/

Dated, Chandigarh, the 28/8/06

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

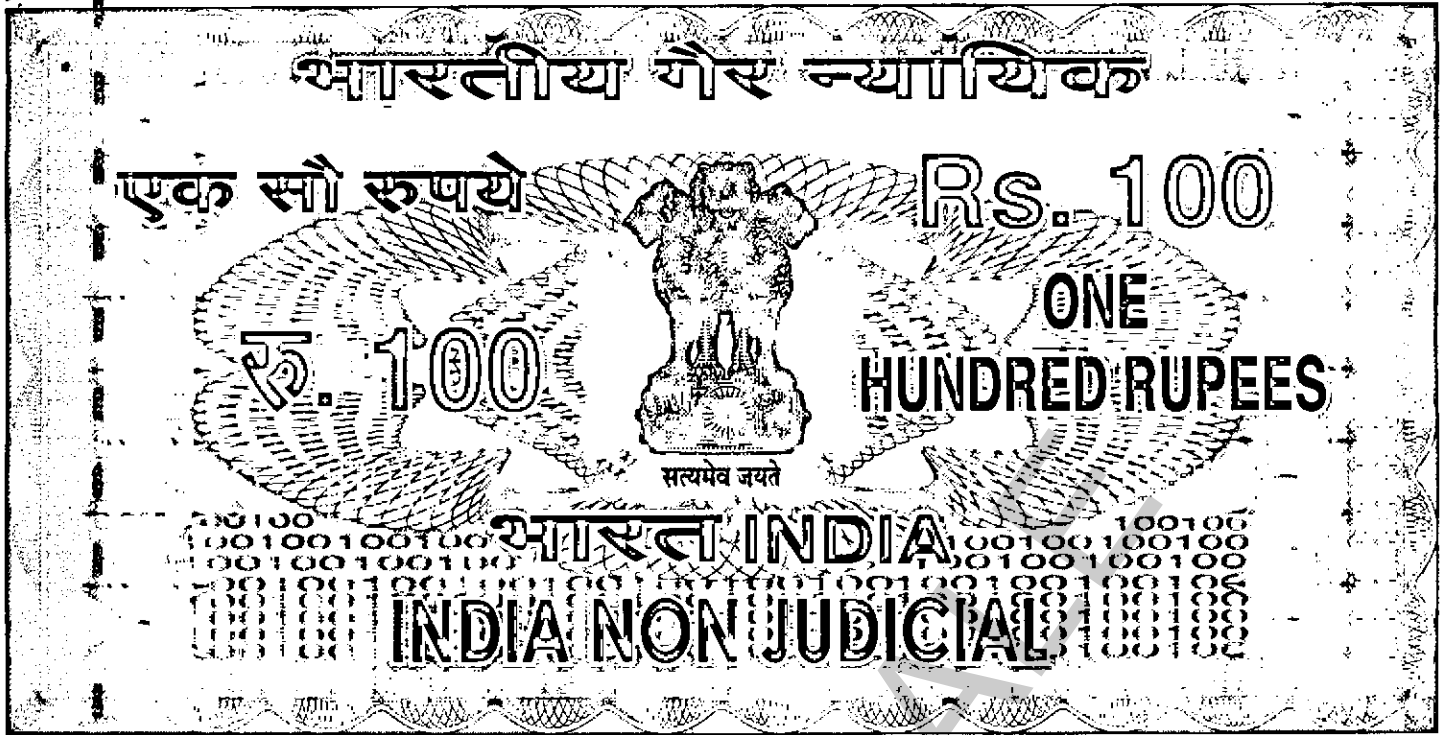
1. Chief Administrator, Puda, Puda Bhawan, Mohali.
2. Chief Town Planner, Punjab.

Joint secretary to Government of Punjab
Department of Housing and Urban Development

CC:-

PA/S.H.U.D for the information of Worthy Secretary, Housing and Urban Development, Punjab.





पंजाब PUNJAB

B 873867

AGREEMENT

Memorandum of Agreement made, this 8th day of August 2006 between M/s PACL INDIA LIMITED, a Promoter/Developer through its authorised person, namely Mr. Mantosh Jaggi, Promoter/Developer having its Corporate office at B-1/5 Paschim Vihar New Delhi, and registered office at 22 Amber Towers, Sansar Chand Road, Jaipur, (hereinafter referred to as "the Promoter/Developer") of the one part and the Governor of Punjab, through the Secretary, Department of Housing & Urban Development, Govt. of Punjab (hereinafter referred to as "State Government").

1. Whereas the State Government with a view to attract new investment in Punjab has under Industrial Policy 2003 provided for consideration and determination of a special package of incentives for infrastructure project including Housing and Urban Development through an Empowered Committee duly notified under the said policy for this purpose, provided fixed capital investment in these projects is more than Rs. 100 crores.
2. Whereas the Promoter/Developer proposes to set up an extension of earlier approved Mega Housing Project at sector 100 & 104 in Mohali in the revenue estate of villages Sukhgarh, Raipur Kalan, Dhurali & Saneta (240 acres) with investment scale of Rs. 336 crores.

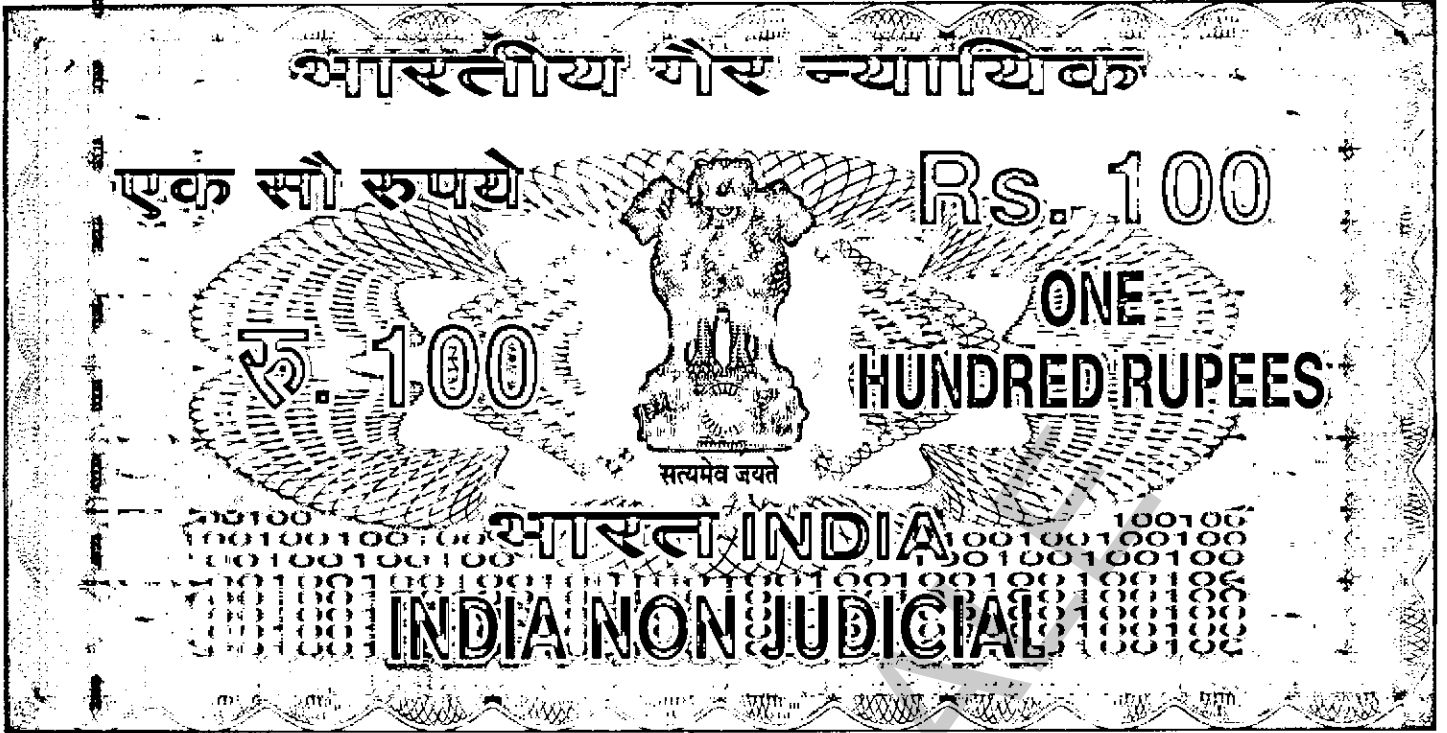
Joint Secretary
to Govt. Punjab
Deptt. of Housing &
Urban Development

For PACL INDIA LIMITED

Authorised Signatory



5




पंजाब PUNJAB

Page 2

B 873866

3. Whereas the Promoter/Developer for implementation of the aforesaid project, requested the State Government for grant of special package of concessions enabling them to implement this project. Request of the Promoter/Developer was duly discussed and considered by the Empowered Committee constituted under Industrial Policy, 2003 in its meeting held on 01.6.2006.
4. Whereas on the basis of decision of the Empowered Committee, 'Letter of Intent' indicating the concessions proposed to be granted to the Promoter/Developer by State Government has been issued to the Promoter/Developer vide No PUDA/MHP/2006/487 dated 26.7.2006.
5. Whereas the Government of Punjab has required the Promoter/Developer to enter into an Agreement within three months of issue of LOI with the Governor of Punjab as per the terms and conditions hereinafter contained. Now this indenture witnessed i.e. hereby agreed and declared as follows: -
 - (i) The Government of Punjab has agreed to provide reliefs and concessions to the Promoter/Developer for implementation of aforesaid an extension of earlier approved Mega Housing Project at sector 100 & 104 in Mohali in the revenue estate of villages Sukhgarh, Raipur Kalan, Dhurali & Saneta as per LOI appended to this agreement.

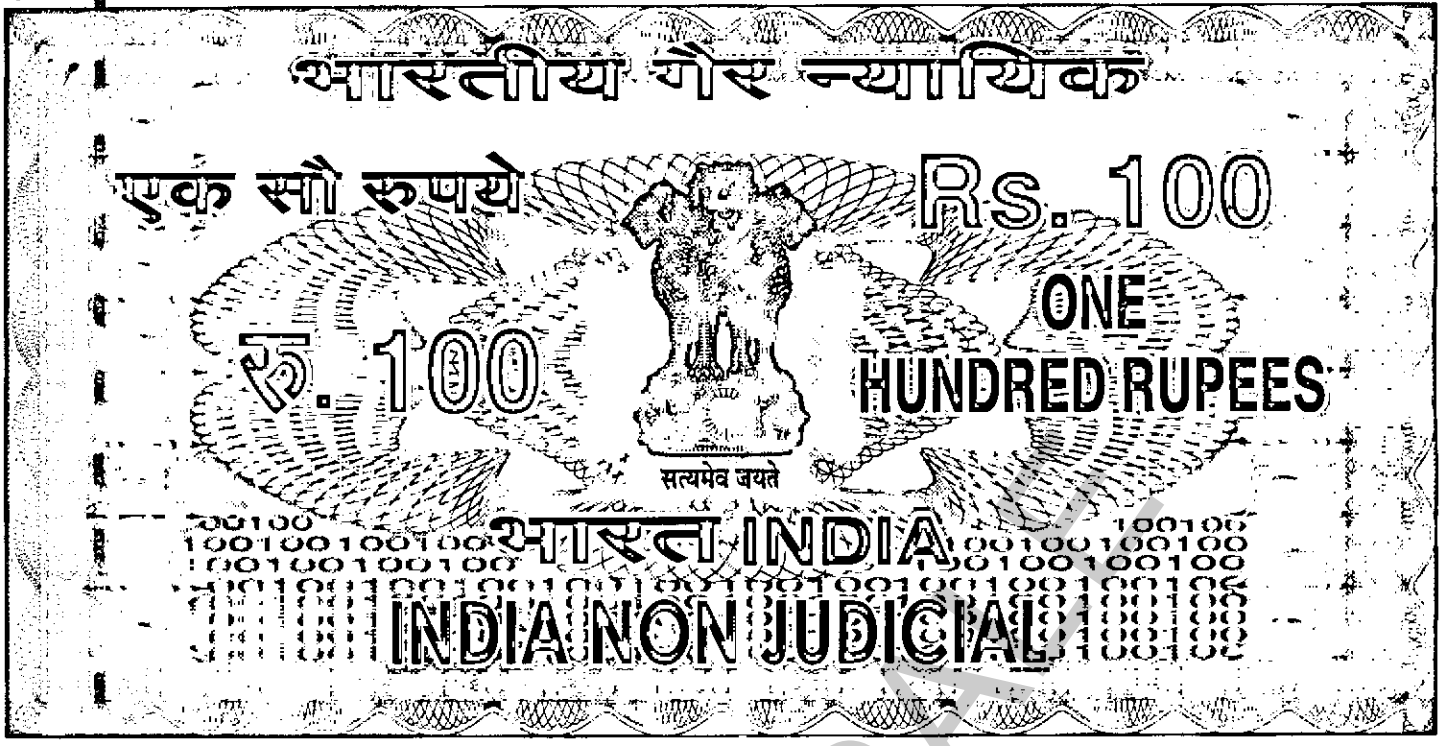

 Joint Secretary
 to Govt. Punjab
 Deptt. of Housing &
 Urban Development

For PACL INDIA LIMITED


 Authorised Signatory



6



पंजाब PUNJAB

B 873865

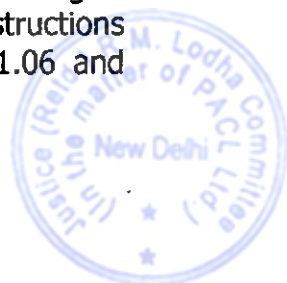
Page 3

- (ii) The promoter shall submit copies of the sale deeds of at least 50% of the total land under the project within a period of 6 months of the signing of the legal agreement. The agreement of sale with the landowner in respect of remaining 40% of the total land shall also be submitted by the Promoter/Developer, along with details of the 10% (maximum) area, if any, which is required to be acquired by the State Government at the cost of the developer.
- (iii) Minimum investment of Rs. 100 crore shall be completed within a period of 3 years from the date of signing of the Agreement. Besides, the grant of above concessions will be subject to signing of an agreement by the Promoter /Developer and the State Government and complying with the terms and conditions of the agreement, failing which the said concessions shall stand withdrawn. The agreement in this regard shall be signed with the Promoter/developer by the officials of Housing & Urban Development Department, Government of Punjab. The Promoter/Developer is requested to send the consent to the Secretary, Department of Housing & Urban Development, Government of Punjab with a copy to this office.
- (iv) The promoter shall sign the agreement within three months from the date of issue of Letter of Intent (LOI), incorporating any applicable fee, charges, dues etc. failing which the Letter of Intent (LOI) shall be deemed to be cancelled. The promoter undertakes to abide by all the instructions issued by the Deptt. of Housing & Urban Development from time to time including the instructions issued vide letter no. 17/65/2005-I HG2/188-192 dt.10.1.06 and amendments issued from time to time.

Joint Secretary
to Govt. Punjab
Deptt. of Housing &
Urban Development

For PACL INDIA LIMITED

U. Puri
Authorised Signatory



5775
28.7.06
200

ਮਹਾਰਾਜੀ ਰਤਨ
ਮ ਫਰੇਸ਼ ਐਸ.ਏ.ਐਸ. ਨਗਰ
ASHRC Upto:31-3-07

NOT FOR SALE

ਦੀ ਆਈ ਐਚ ਐਲ ਐਲ ਐਲ



Page 4

- (v) Barring unforeseen circumstances, the Government of Punjab shall facilitate provision of power supply, road, accessibility, water and infrastructure required for the project after the same is applied for to the concerned department/agency/authority/local body on fulfillment of various terms and conditions required in this regard at such rates/fees etc. which shall not be less favourable to them compared to similarly placed projects/customers.
- (vi) Concessions given in LOI will be granted subject to the condition that each of the residential project at any individual location must comply with the following conditions:
- a. Developers of Mega Projects in Housing shall earmark 10% of the land and develop it for allotment to Economically Weaker Sections of the Society. The price to be charged for EWS houses/flats would be determined by the Government, in accordance with Section 5(9) of the Punjab Apartment & Property Regulation Act, 1995.
 - b. "Rain Water Harvesting" shall be provided in all Mega Projects, which shall be indicated on the building plans submitted for approval and shall be installed as per the approved plan.
 - c. " Sewage Treatment Plant" shall be provided in all Mega Projects, of 10 and above 10 Acres which shall be indicated on the building plans submitted for approval and shall be installed as per the approved plan. The treated water shall be recycled for irrigation & surplus water generated shall be utilized for beautification.
 - d. Developers of Mega Projects in Housing shall submit six-monthly progress reports to the Nodal Agency to be tabled at the meeting of the Committee under the Chairmanship of Chief Secretary, Punjab to monitor the progress made by each Developer.
 - e. That the area proposed under these projects does not conflict with acquisition plans of the Government for any purpose. The specific location details can be worked out at the instance of submission of lay out plan or submission of land details by the applicant Promoter/Developer.
 - f. The Promoter/developer shall not be allowed to execute the development works on the project land except in accordance with the environmental clearance from the Punjab Pollution Control Board, following the Environmental Impact Assessment process.
 - g. The electrification work will be carried out as per design and specification approved by PSEB under their strict supervision.
 - h. Promoter/Developer will obtain No Objection Certificate before the construction of high-rise buildings in their township projects from Director General of Civil Aviation, Govt. of India, New Delhi in case of Civil Airports and Ministry of Defence in case of Air force Station.

- i. All relevant statutory and non-statutory charges, land use conversation charges, External development charges, dues, fees etc. as leviable by the Government or any authority shall be payable by the Promoter/Developer, as fixed by Government /Authority from time to time.

In case the Promoter/Developer fails to comply with any clause of this agreement and also of LOI, within the stipulated period mentioned therein, the concession enumerated in LOI shall stand automatically withdrawn and the Promoter/Developer shall have no claim or liability whatsoever on the state Government in this regard. The Government of Punjab shall be entitled to recover the cost of all relief's / concessions availed by the Promoter/Developer (as dues recoverable by the Government as arrears of land revenue) as given in LOI in the event of failure on the part of the Promoter/Developer to fulfill its obligations under this Agreement.

In witness whereof the Promoter/Developer has cause its common seal to be affixed and the Government of Punjab both hereunto set their hand and seal on the day and year first above written.

Signed on behalf of:

State Government

the Promoter/Developer
For PACL INDIA LIMITED

(Signatures) [Signature]
2/8/06

[Signature] 2/8/06
Authorized Signatory

(Name) (CSGHUMAN)

(Seal) Joint Secretary
to Govt. Punjab
Deptt. of Housing &
Urban Development

Witness

Witness

1. [Signature]
Suptd Housing - 2 B2
2. [Signature]
Suptd Housing - I Pkx

1. [Signature]
(Kamwadeet Singh)
2. [Signature]
Joshi Singh
Joshi Singh

