



**PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY (PUDA)**

(By Registered Post)

To

**Hindustan Petroleum Corporation Limited,  
Tel Bhawan, Plot no. 6-A, Sector-19B,  
Madhya Marg, Chandigarh-160019.**

Memo No. PUDA-EO-PTA/2019/

2892

Dated

29/4/19

**Sub:- Allotment by E-auction of Petrol Pump site, Puda Enclave-1  
(Animal Husbandry Site) at Nabha Road, (measuring 2666.6  
Sq. Mtr.), Patiala held from 01/02/2019 to 25/02/2019.**

**1. ALLOTMENT OF PETROL PUMP SITE**

- i) Reference your bid Petrol Pump given in the e-auction held from 01/02/2019 to 25/02/2019 for allotment of Petrol Pump site to Punjab Urban Planning and Development Authority, hereinafter called PUDA, is pleased to allot you Under OUVGL Scheme **Petrol Pump site, Puda Enclave-1 (Animal Husbandry Site), at Nabha Road, (measuring 2666.6 Sq. Mtr.), Patiala.**
- ii) The exact size of the Petrol Pump Site and its dimensions are subject to variation as per actual measurement at the time of delivery of possession of the site. In case the actual area exceeds the area offered, the allottee would be required to deposit the additional price for the excess area proportionately as per price settled. In case of reduction in area, the allotment price will be proportionately reduced from the day of allotment and money received shall be adjusted or refunded, but no interest shall be payable to allottee for excess deposit.
- iii) All applicable charges promulgated by Govt., any Statutory Authority or Local Govt. Other than those for Change of Land Use will be payable over and above the bid price/consideration amount as and when due.

**2. PRICE**

- i) The Price of Petrol Pump Site is **Rs. 12,54,66,196.60 (Twelve Crore Fifty Four Lacs Sixty Six Thousand One Hundred Ninty Six & Sixty paisa only)**

**3. PAYMENT SCHEDULE**

**3.1 FOR INITIAL 25%**

- i) Payment of **Rs. 3,13,66,549.15** made by you has already been adjusted towards initial 25% of the sale price of Petrol Pump 2% cancer cess received i.e Rs.25,09,323.93 is extra from the cost of the site.

### 3.2 FOR BALANCE PAYMENT OF 75%

- i) The balance 75% amount of **Rs. 9,40,99,648.00/-** (Nine Crore Forty Lacs Ninty Nine Thousand Six Hundred Forty Eight only) can be paid either in lump sum with 7.50% discount on the balance 75% amount within 60 days of issue of allotment letter or in 8 half yearly installments @ 9.5% interest per annum compounded semi-annually. In case of Lump Sum payment towards total bid amount is made beyond 60 days then this discount shall be given on Principal amount not yet due apart from that included in next installment. 1<sup>st</sup> Installment shall be come due after 6 months from the date of allotment..

- ii) In case payment is made in installments, payment schedule shall be as under:-

| Installment Number | Due Date     | Principal Amount      | Interest @ 9.5%       | Total Amount payable   |
|--------------------|--------------|-----------------------|-----------------------|------------------------|
| 1                  | 2            | 3                     | 4                     | 5                      |
| 1 <sup>st</sup>    | 28-10-19     | 1,17,62,456-00        | 44,69,733-00          | 1,62,32,189-00         |
| 2 <sup>nd</sup>    | 28-04-2020   | 1,17,62,456-00        | 39,11,017-00          | 1,56,73,473-00         |
| 3 <sup>rd</sup>    | 28-10-2020   | 1,17,62,456-00        | 33,52,300-00          | 1,51,14,756-00         |
| 4 <sup>th</sup>    | 28-04-2021   | 1,17,62,456-00        | 27,93,583-00          | 1,45,56,039-00         |
| 5 <sup>th</sup>    | 28-10-2021   | 1,17,62,456-00        | 22,34,867-00          | 1,39,97,323-00         |
| 6 <sup>th</sup>    | 28-04-2022   | 1,17,62,456-00        | 16,76,150-00          | 1,34,38,606-00         |
| 7 <sup>th</sup>    | 28-10-2022   | 1,17,62,456-00        | 11,17,433-00          | 1,28,79,889-00         |
| 8 <sup>th</sup>    | 28-04-2023   | 1,17,62,456-00        | 5,58,717-00           | 1,23,21,173-00         |
|                    | <b>Total</b> | <b>9,40,99,648-00</b> | <b>2,01,13,800-00</b> | <b>11,42,13,448-00</b> |

- iii) In case any installment or a part there of is not paid by due date, then without prejudice to any action under section 45 of the Punjab Regional and Town Planning and Development Act, 1995, 15% per annum penal interest compounded semi-annually will be levied on the installment for the period of delay up to 3 years, beyond which delay shall not be condoned under any circumstances and the site shall be resumed.


Adjustment of receipts from the allottees will be done first towards penalty, then towards interest and thereafter towards principal.

- iv) The land shall continue to vest in the name of Punjab Urban Planning and Development Authority until the entire consideration money together with interest, Penal interest and any other dues, is paid in full to the Authority (PUDA).
- v) On payment of the entire consideration money together with interest due to the Punjab Urban Planning and Development Authority on account of sale of the site, the allottee shall have to execute a Deed of Conveyance in the prescribed form and in such manner as may be directed by the Estate Officer, PUDA, Patiala within three months of the payment of entire consideration money.

- vi) The allottee shall have no right to transfer by way of sale, gift or otherwise, the site or any other rights, title or interest in the said site before execution of Conveyance Deed without prior permission of the Estate Officer, PUDA, Patiala and on payment of transfer fee as applicable. If the last installment become due then the allottee has no right to transfer by way of sale, or gift, or otherwise, the site or any other rights, title or interest in the said site before execution of conveyance deed on making full payment. Mortgage of the site will also be permitted with a prior permission of Officer Authorized by the Authority. (As per prescribed norms)
- vii) Transfer of such sites shall not be allowed until one year from the successful operation of retail outlet.
- viii) No interest will be paid for any amount, whatsoever, deposited with PUDA in advance of the due date.

**4. APPLICABLE BUILDING BYE LAWS :-**

- i) PUDA Building Bye Laws as amended from time to time will be applicable on the properties disposed. The allottee shall be allowed to undertake construction after getting the Building Plans approved from the PUDA. For permissible Ground Coverage, Set Backs, Height of buildings, Parking norms etc. PUDA Building Bye Laws may be referred to.
- ii) FAR will be permitted as per PUDA By Laws and as per decision of the PUDA .
- iii) No fragmentation/sub-division of the site and change of land use shall be permitted.
- iv) It will be the responsibility of the allottee to obtain No Objection Certificate from Fire Fighting Department under the provisions of various Acts as are applicable.
- v) The number of filling points shall be installed at the site as per norms fixed by the Government of India/state Government.
- vi) The site is being allotted for use as a Retail Outlet (Petrol/Diesel Pump/Gas Stations/CNG Stations) only. It shall not be used for any other purpose and no fragmentation / subdivision of the site or change of land use shall be permitted. Violation of any of these conditions or any other condition shall render the site liable for resumption.
- vii) The land rights shall continue to vest in the name of the Authority until final clearance of site dues.
- viii) On completion of the building, the allottee shall apply in the prescribed form to obtain completion/occupation certificate from the Competent Authority. The allottee will not be allowed to change any part of the building or construct additional building without the prior approval of revised building plan by Competent Authority.
- ix) Construction on the site shall be regulated by the Zoning plan / Punjab Urban Planning and Development Authority (Building) Rules 2018 and policies/ Guidelines framed from time to time by the Government and shall the building plans approved from the Competent Authority.

- x) The allottee shall be liable to obtain access to road from the concerned Competent Authority/Authorities at his own level.
- xi) Suitable entry and exit retro reflective signboards, as per norm/ specification shall be installed for guidance of motorist as per the condition of license or guide lines issued by Government of India.
- xii) Stipulation of No Construction zone and Green buffers shall be adhered to and no Commercial Built-Up activity shall be allowed within No Construction Zone or Green Buffer Zone.
- xiii) Allowable Commercial uses are retail outlets, departmental stores, restaurants only. No warehouse/ storage activity, marriage palace, hotel, usage of tents or any other fire hazard activity or threat to the pump users, shall be allowed. Any other use of commercial component shall be allowed with the approval of the concerned Chief Administrator of the Authority.
- xiv) A set-back of minimum 10 m shall be left for commercial component from ROW of the road.
- xv) Commercial component shall be allowed in a separate building. It shall neither be sub divided nor sold out.
- xvi) For sites upto 1200 sq.yds allowable FAR would 1:0.3 and for sites above 1200 sq.yds. it will be maximum of 1:0.5 subject to fulfillment of norms of setback, parking and fire.
- xvii) The retail outlet may be used for the sale of petroleum products, auto washing and other allied activities of a retail outlet permitted by Licensing Authority. Further in sites upto 1200 Sq. Yds. 15% of total area may be used for commercial purposes, and in sites above 1200 sq.yds upto 25% of the total area may be used for commercial purposes. There shall be no further sub-zoning for utilizing commercial component.
-  xviii) For Sites exceeding 1200 Sq.Yds FAR 1:1.75 on 25% commercial area is allowed with the reserve price but FAR above 1:1.75 upto 1:2.5 can be purchased on pro-rata basis.
- Xix) Minimum area of Petrol Pump 20mtr. x 20mtr., or area specified by the oil company entry/exist and buffer strip as per guidelines of MORTH (Ministry of Road Transport & Highways, Government of India) and Concerned Oil Company shall be mandatory.
- xx) Parking for Commercial component shall be provided near commercial component as per prevailing rules for commercial activity.
- Xxi) The allottee shall be allowed to undertake construction after the possession of site is given subject to the sanction of the building plan by the Competent Authority.

**5. USAGE AND PERIOD FOR CONSTRUCTION :-**


- i) Sites except those indicated as "Mixed Use Sites" shall be used only for the purpose for which they are allotted and not for any other purposes whatsoever, and no change of land use shall be permitted.
- ii) The allottee shall not use underground water for construction purpose. They shall use alternative sources such as surface water sources or treated sewage from nearby Sewage Treatment Plant.
- iii) The site is offered on "as is where is basis" and the authority will not be responsible for leveling the site or removing the structures, if any, thereon.
- iv) Before occupying the building, allottee will be required to obtain Completion Certificate/Occupation Certificate from the Estate Officer, PUDA, Patiala. Occupation certificate for commercial component shall not be provided until the retail outlet is made operational.
- v) PUDA shall have the full rights, power and authority at all times to do through its officers and representatives, 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 restrictions imposed and to recover from the allottee as first charge upon the said site, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating therewith.
- vi) In case of breach of any condition(s) of allotment or of regulations or non-payment of any amount due together with the penalty, the site or building, as the case may be, shall be liable to be resumed and in that case 10% of the total price plus interest till that date shall be forfeited.
- vii) PUDA officers at reasonable time and in reasonable manner after giving 24 (twenty four) hours notice in writing, enter in any part of the site/building erected thereon for the purpose of ascertaining that the allottee has duly performed and observed the conditions of allotment and provisions under prevalent Rules, Act and Regulations as amended from time to time.

**6. POSSESSION AND OWNERSHIP**

- i) Possession of site will be given within 90 (Ninety) days from the date of issue of allotment letter. In case the allottee fails to take possession of the site within the stipulated period, it shall be deemed to have been handed over on the due date.
- ii) The ownership of the site shall continue to vest with Punjab Urban Planning & Development Authority until the entire consideration money together with interest and any other dues, is paid to the Authority.

**7. GENERAL**

- i) This allotment shall be governed by the provisions of Punjab Regional and Town Planning and Development Act 1995, Rules and Regulations framed thereunder, as amended from time to time.
- ii) The Site shall be used only for Petrol pump purposes and not for any other purposes whatsoever.

- iii) No change of land use shall be permitted.
- iv) All general and local taxes, rates, fees and cesses, including maintenance charges, if any, imposed or assessed on the said site/building by any Authority under any law shall be paid by the allottee.
- v) Any change in address must be immediately intimated to the Estate Officer, PUDA, Patiala by registered post.
- vi) However, before imposing penalty, Estate Officer will give notice and provide opportunity of being heard to the allottee and will pass an order in writing. Provided that penalty so imposed shall not exceed the amount due including principal and the interest chargeable from the allottee.
- vii) All payments shall be made by a bank draft drawn in favour of Estate Officer, PUDA, Patiala at any local branch at Patiala. Payment by cheque shall not be accepted. Details of site, area, location etc. should be indicated both in the forwarding letter and on the back of demand draft for avoiding any misuse.
- viii) No separate notice for payment of installment(s) shall be sent.
- ix) Receipt in respect of all payments received shall be issued within a period of 15 days.
- x) Specimen Signature alongwith photograph duly attested by 1st Magistrate/Notary may be submitted within 90 days from the issue of allotment letter.
- xi) The exact size of the site and its dimensions are subject to variation as per actual measurement at the time of delivery of possession of the site.
- xii) The successful bidder shall have to start operation of retail outlet within a period of maximum three years from date of allotment. Else he shall be bound to seek extension for a maximum period of six months on payment of fee equivalent to 5% of allotment price. This can be given twice for 6 months each, post which site would be resumed.
-  xiii) The allottee shall have to pay all general and local taxes, rates, cesses charges and fee as and when imposed or assessed on the said plot/ building by the competent authority. This shall include maintenance charges in respect of infrastructure facilities and other facilities as determined by the authority or by the Municipal Corporation or Municipal Committee or any other statutory authority, as the case may be.
- xiv) The Competent Authority Shall have full rights, powers and authority at all times to do through its officers and representatives all acts and things which may be necessary and expedient for the purpose of enforcing compliance with all or any of the terms and conditions and reservations imposed and to recover from the allottee as first charges upon the said site, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating therewith.
- xv) The Competent Authority may, by his officers and representatives at all reasonable time in reasonable manner after 24 (twenty four) hours notice in writing, enter in and upon any part of the plot/building erected thereon for the

purpose of ascertaining that the allottee has duly performed and observed the condition to be observed under prevalent Acts, Rules and Regulations as amended from time to time.

- xvi) It shall be the responsibility of the successful bidder to obtain all necessary approvals from State Government and Centre Government to run a retail outlet.
- xvii) The allottee shall be liable to get all other approvals required under any other law/rules at his own to operationalise the petrol pump.

**8. DISPUTES**

- i) In case of any dispute or differences arising out of the terms and conditions of auction or allotment letter, the same shall be referred to the Chief Administrator, PUDA, Patiala. The decision of the Chief Administrator, PUDA, Patiala in this regard will be final and binding on all the parties.
- ii) Subject to the provisions of the Act, all the disputes and/or differences which may arise in any manner touching or concerning this allotment shall be referred to an Independent Arbitrator directly or indirectly related to this office who shall be appointed by the Chief Administrator, Punjab Urban Planning and Development Authority, Patiala. Arbitration shall be governed under the provisions of Arbitration and Conciliation (Amendment), Act, 2015 Punjab Urban Planning and Development Authority, Patiala and the allottee shall be liable to share the fee of the arbitrator in equal proportion.



**Estate Officer,  
PUDA, Patiala**

