

REGULARIZED UNAUTHORIZED COLONY CERTIFICATE
PROVISIONAL CERTIFICATE

From

Competent Authority,
Cum-Deputy Director,
Local Government, Patiala.

To

Sh. Balwant Singh Johal S/o Sh. Channan Singh,
R/o House No.308, Sec-9D, Chandigarh
(Power of Attorney on behalf of Sh. Sukhveer Singh Johal and
Harwinder Singh Johal)
(Letter of Consent No. AG 009149)

Through

Sh. Kuldeep Kumar Khanna S/o Inderjeet Khanna
R/o House No. 10, Swastik Vihar, Sector-5, MDC Panchkula.
Partner of M/s Divya Developers, House No. 26, Friends Enclave,
Chandigarh Kharar Road, Kharar, Distt. SAS Nagar.

No. SA5-DDLG-2021/

Date :

With reference to your offline application no. 33 dated 03-07-2020 for the Provisional Regularization of the colony, particular of which are given below is hereby issued the provisional regularization certificate under section 4 of "The Punjab Laws (special provision) Act 2014" vide notification no. 12/01/2017-5HG2/1806 of Dated 18/10/2018, as per the recommendation and decision taken in Video Conference meeting of committee on dated 07.07.2020 and reconsider on dated 26.03.2021 (name of following) constituted by Govt. as under in the chairmanship of undersigned:-

Sr. No.	Name of the Committee Member	Designation
1	Sh. Sangeet Kumar, Executive Officer	Member (Convener)
2	Smt. Amarpreet Kaur, Senior Town Planner	Member
3	Sh. Rajinder Rai, Superintendent Engineer (Patiala Region)	Member.
4	Sh. Jaswinder Singh, Tehsildar	Member
5	Sh. Yashpal Rai, Fire Officer	Member

1.	Name of the Promoter(s)/ Individual(s).company. Firm	Sh. Balwant Singh Johal S/o Sh. Channan Singh. R/o House No.308, Sec-9D, Chandigarh (Power of Attorney on behalf of Sh. Sukhveer Singh Johal and Harwinder Singh Johal) (Letter of Consent No. AG 009149) Through Sh. Kuldeep Kumar Khanna S/o Inderjeet Khanna, R/o House No. 10, Swastik Vihar, Sector-5, MDC Panchkula. Partner of M/s Divya Developers, House No. 26, Friends Enclave, Chandigarh Kharar Road, Kharar, Distt. SAS Nagar.
2.	Fathers Name (in Case of individuals)	-
3.	Name of Colony(if any)	Villas Palcio
4.	Location (village With H.B.no.)	Vill. Khanpur. H.B.no.183. Kharar, Distt. SAS Nagar
5.	Total Area under Colony in Square yards	30418.05 Sq. Yards (6.285 Acres)
6.	Area under Road Widening and Master Plan Road in Square Yards 802.12 Sq. Yards + 4294.36 Sq. Yards= Total 5096.48 Sq.Yards	5096.48 Sq. Yards
7.	Net Area under Colony after Road widening and Master Plan Road in Sq. Yards (Acres)	25321.56 Sq. Yards (5.23173.Acres)

8.	Total Salable Area in Square Yards (Acre)	14913.18 Sq. Yards (3.08124 Acres)
9.	Area under common purpose Square Yards (Acre)	10408.38 Sq. Yards (2.15049 Acre)
10.	Sold Area Square Yards (Acre)	980.30 Sq. Yards (0.20254 Acre)
11.	Saleable area still with the promoter Square Yards (Acre)	13932.88 Sq. Yards (2.87870 Acre)
12.	No. of plots saleable as per layout plan	143 Residential Plots 11 Commercial Plots
13.	Khasra Nos.	201(4-16), 202(4-16), 203(4-16), 204(4-16), 205(4-16), 209(2-17), 210(3-7) Total Area 30 Bigha 4 Biswa
14.	Type of colony(Resi/Comm/Ind)	Residential-cum-Commercial Colony
15.	Year of establishment of colony	Before 31-03-2013
16.	Detail of Plots Sold	as per Annexure-B
17.	Category of Colony as per Policy dated 18.10.2018	7(a)

Detail of land sold through sale deed/Agreement to sell by the promoter.
As per Annexure B attached.

18.	Saleable area with % age a) No. of saleable Resi. plots b) No. of commercial plots c) No. of plots under any other saleable use.	58.89% - (14913.18 Sq. Yards) 143 11 -
17.	Area under Public purpose with % age	41.11% (10408.38 Sq. Yards)
18.	Public facilities provides in the colony. if any a) Open Space/Park. b) STP c) Water works/Tube Well	1271.69 Sq. yards (5.02%) 150.00 Sq. Yards (0.59%) 100.55 Sq. Yards (0.40%)
19.	Area under roads with %age	8886.13 Sq Yards (35.09%)
20.	Width of approach road	60' (after road widening as per Master Plan)
21.	width of internal road (maintain range of width i.e. 30'- 35' etc)	30'-35'
22.	Mode of payment received	Installments
23.	Demand Draft/Cash/MC Receipt	1. G-8 :- 64/1242 dated 28-06-2019 2. MC Receipt No. MP/1503/2019-20/00 2859 dated 15-01-2020 3. MC Receipt No. MP/1503/2019-20/003081 dated 28-01-2020 4. MC Receipt No. MP/1503/2020-21/014786 dated 22-03-2021
24.	Fees/charges received	Rs. 2,03,000/- Rs. 30,00,000/- Rs. 18,00,000/- Rs. 25,00,000/- Rs. 75,03,000/-
25.	In case of payment by	-
26.	Name of Drawer Bank	-

D.A/Approved layout

Total Area (Residential)	29755.83 Sq. Yards (6.148 Acres)
Total Area (Commercial)	662.22 Sq. Yards (0.137 Acres)

PF Charges		
PF (Residential)	= 6.148 x 225000	=Rs.13,83,300/-
PF (Commercial)	= 0.137 x 3000000	=Rs.4,11,000/-
Total PF		=Rs.17,94,300/- =Rs.17,94,300/-

<u>CLU Charges</u>		
CLU (Residential)	=	6.148 x 375000 =Rs.23,05,500/-
CLU (Commercial)	=	0.137 x 1875000 =Rs.2,56,875/-
Total CLU		=Rs.25,62,375/-
CLU Paid		=Rs.25,62,375/-

<u>EDC Charges</u>		
EDC (Residential)	=	6.148 x 2250000 = Rs.1,38,33,000/-
EDC (Commercial)	=	0.137 x 5625000 = Rs. 7,70,625/-
Total EDC	=	Rs.1,46,03,625/-
15% of EDC	=	Rs.21,90,544/-
EDC Paid	=	Rs. 21,98,310/-
Balance EDC Amount	=	Rs.1,24,05,315/-

<u>UDC</u>		
UDC@5% (1794300+2562375+14603625)	=	1.89.60.300 x 5% =Rs.9,48,015/-
UDC Paid	=	Rs.9.48.015/-

The balance amount of EDC amounting to Rs.1,24,05,315/- be paid in 10 equated bi-annual installments along with 10% compound interest as under. The due date of installment shall be reckoned after six months from the date of issue of this provisional certificate:-

Sr. no	Due Date of Payment	No. of installment of EDC	Amount of EDC Principal	Interest @ 10%	Total Payment
1.	2.	3.	4.	5.	6.
1.		Ist	1240532	620266	1860798
2.		IIInd	1240532	558239	1798771
3.		IIIInd	1240532	496213	1736745
4.		IVth	1240532	434186	1674718
5.		Vth	1240532	372160	1612692
6.		VIth	1240531	310133	1550664
7.		VIIth	1240531	248106	1488637
8.		VIIIth	1240531	186080	1426611
9.		IXth	1240531	124053	1364584
10.		Xth	1240531	62027	1302558
	Total		12405315	3411463	15816778

Note:

- 1) No separate notice shall be issued for the payment of installments.
- 2) Executive officer, Municipal Council, Kharar vide letter no. 553 dated 16-04-2021 had informed to this office that Rs.75.03.000/- (Rupees Seventy Five Lakhs and Three Thousand Only) had been deposited by the colonizer. Consequent of miscalculation if any additional amount is worked out as recoverable at any stage applicant shall be liable to pay the same within 15 days from the issue of demand notice deposit the same.
- 3) If any of the conditions of the policy of the government found violated the Regularization Certificate granted shall liable to be cancelled.
- 4) This Regularization Certificate is granted subject to the decision C.W.P. no. 4018 of 2012 (Gurdeep Kaur vs State of Punjab & others) pending in the Hon'ble High Court.
- 5) That if subsequently any defect is found in ownership. Any other documents or any encroachment will found, owner/developer shall be liable for the same.
- 6) This provisional certificate for regularization is valid for one year from the date of issue of this certificate. The colonizer is bound to be paid full and final payment as well as the colonizer is bound to submit registered sale deeds of these sale agreements/power of attorney within one year from the date issuance of this provisional regularization certificate.

- 4-
- 7) The area under roads, open spaces, parks and other utilities shall be transferred in the name of the Residents Welfare Association of the colony, if there is no registered Residents Welfare Association then the area under roads, open spaces, parks and other utilities shall be transferred in the name of the concerned urban development/local authority as the case may be which will ultimately be transferred to the name of residents Welfare Association when formed. The maintainance of these areas shall be the responsibility of the Residents welfare Association or developer till the time Residents Welfare Association come in operation.
 - 8) The concerned urban development authority/urban local body/gram panchayat shall not be responsible to maintain common areas.
 - 9) The colonies which will be regularized under this policy shall have to get them self registered under the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) with the Real Estate Regulatory Authority.
 - 10) The Building Plan of the Colony will be sanctioned by the MC, Kharar as per Building Bye-Laws.
 - 11) Pursuant to regularization, the colony may be classified as a 'Regularized Unauthorized Colony'. In no case will such colony be called a Punjab Urban Planning and Development Authority approved colony.

This certificate is issued on the basis of the documents produce by the applicant. In case the information provided by the applicant is found false/incorrect at any stage, the compounding of the offence shall stand withdrawn penal action against the applicant shall be initiated.

-Sd/-

**Competent Authority-cum-
Deputy Director,
Local Government, Patiala.**

Date 20/05/2021

Endst. No. SA5-DDLG-2021/ 74.

A copy of the above is forwarded to the Executive officer, Municipal Council, Kharar with the direction a seperate account shall be maintained for each colony and the funds collected by regularization of colonies/plots/buildings falling in that colony will be utilized for providing basic servies and External Development to the residents of that colony only and if any discrepancy is noticed in this case the same will be informed to this office immediately. You are also directed to recover the entire balance amount (i.e. installments) as mentioned in above schedule from the concerned applicant from time to time at your own level.

**Competent Authority-cum-
Deputy Director,
Local Government, Patiala.**

Date

Endst. No. SA5-DDLG-2021/

A copy of the above is forwarded to the RERA, Punjab for information and necessary action.

-Sd/-

**Competent Authority-cum-
Deputy Director,
Local Government, Patiala.**

Date

Endst. No. SA5-DDLG-2021/

A copy of the above is forwarded to the Chief Town Planner, Local Government, Punjab, Chandigarh for information and necessary action.

-Sd/-

**Competent Authority-cum-
Deputy Director,
Local Government, Patiala.**

Sh. Balwant Singh Johal S/o Sh. Channan Singh, R/o House No.308, Sec-9D, Chandigarh
(Power of Attorney on behalf of Sh. Sukhveer Singh Johal and Harwinder Singh Johal)
(Letter of Consent No. AG 009149)

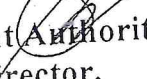
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Sh. Kuldeep Kumar Khanna S/o Inderjeet Khanna R/o House No. 10, Swastik Vihar,
Sector-5, MDC Panchkula. Partner of M/s Divya Developers, House No. 26, Friends
Enclave, Chandigarh Kharar Road, Kharar, Distt. SAS Nagar.

Villas Palcio, Village Khanpur, Kharar, Distt. SAS Nagar.

Annexure-A

S. No.	Name	Khasra No.	Document
1	Sh. Balwant Singh Johal S/o Sh. Channan Singh, R/o House No.308, Sec-9D, Chandigarh (Power of Attorney on behalf of Sh. Sukhveer Singh Johal and Harwinder Singh Johal) Through Sh. Kuldeep Kumar Khanna S/o Inderjeet Khanna R/o House No. 10, Swastik Vihar. Sector-5, MDC Panchkula. Partner of M/s Divya Developers, House No. 26. Friends Enclave, Chandigarh Kharar Road, Kharar, Distt. SAS Nagar.	201(4-16). 202(4-16). 203(4-16), 204(4-16), 205(4-16), 209(2-17), 210(3-7) Total Area 30 Bigha 4 Biswa	Letter of Censent No. AG 009149 dated 10.11.2012
	Total Land	30 Bigha 4 Biswa	


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Through

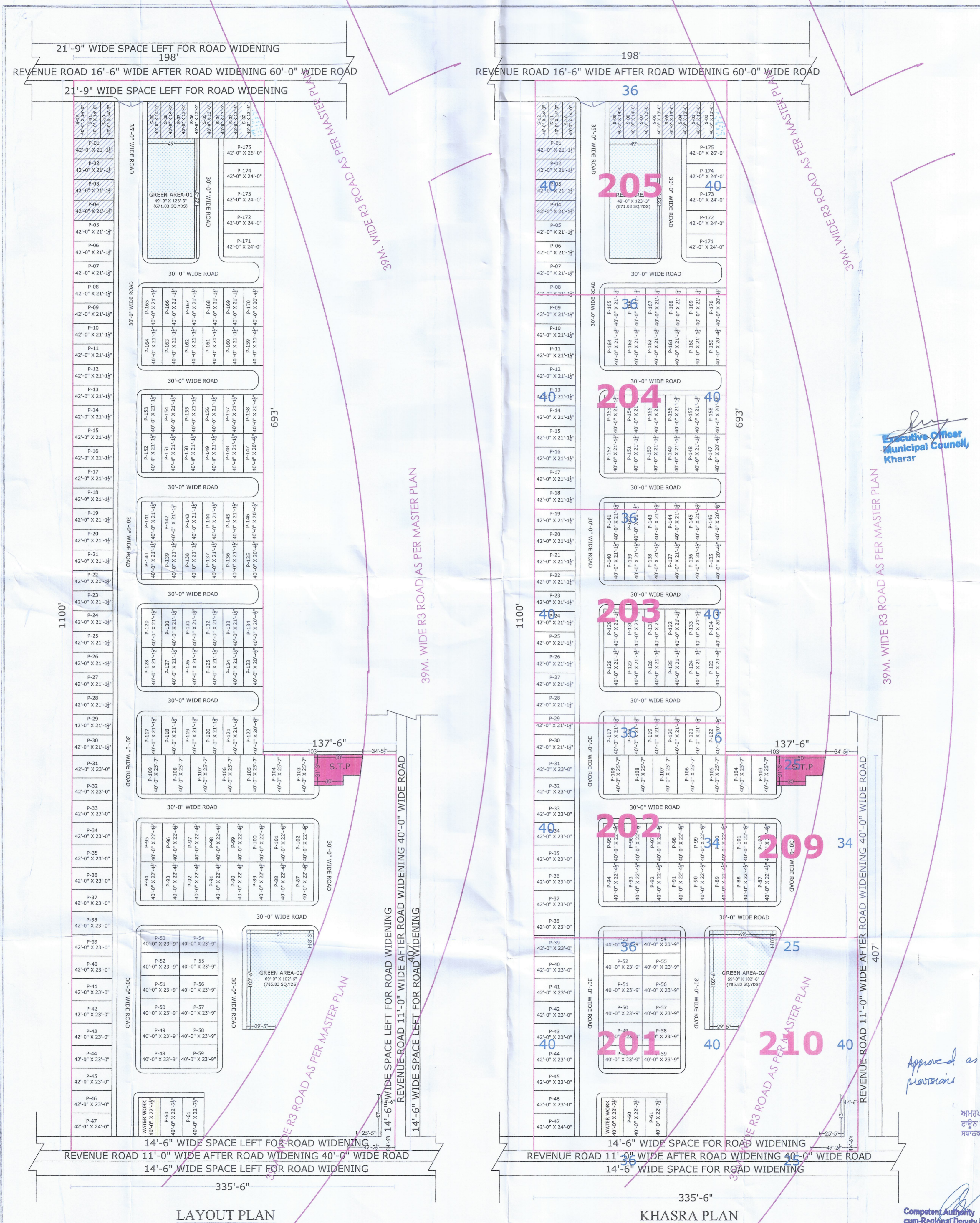
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Sector-5, MDC Panchkula. Partner of M/s Divya Developers, House No. 26, Friends
Enclave, Chandigarh Kharar Road, Kharar, Distt. SAS Nagar.

Villas Palcio, Village Khanpur, Kharar, Distt. SAS Nagar.

Annexure-B

S. No.	Name	Plot No.	Total Land in Sq. Yards	Agreement No.	Dated
1	Sh. Neeraj Thaper S/o Sh. Hari Krishan Thaper, R/o House No. 26, Friends Enclave, Kharar	1 to 4 (R)	394.32	AG 009150	10.11.2012
2	Sh. Om Parkash S/o Sh. Sardari Lal, R/o House No. 1008, Sector-52, Chandigarh	2 to 5 (C)	235.54	AF 215110	21.01.2013
3	Sh. Jatinder Singh S/o Sh. Pritpal Singh R/o Village Bhuchi, Teh. & Distt. Fatehgarh Sahib.	7 to 12 (C)	350.00	AF 215105	16.01.2013
		Total	980.00 Sq. Yards		


Competent Authority-cum-
Deputy Director,
Local Government, Patiala.



LAYOUT PLAN FOR THE RESIDENTIAL COLONY "VILLAS PALSIO" RAKBA KHANPUR, HB. NO. 183 TEHSIL KHARAR, DISTT. S.A.S. NAGAR (PB)

AREA STATEMENT

TOTAL LAND	= 273762.5 SQ.FT. (OR) 30418.85 SQ.YD. (6.28 ACAR)
AREA UNDER REVENUE ROAD WIDENING	= 7219.13 SQ.FT. (OR) 802.12 SQ.YD.
AREA UNDER MASPER PLAN R3 ROAD	= 33649.3 SQ.FT. (OR) 4294.36 SQ.YD.
NET LAND AREA AFTER ROAD WIDENING	= 227894.07 SQ.FT. OR 25321.56 SQ.YD. (5.23 ACAR)
AREA UNDER RESIDENTIAL PLOTS	= 128258.64 SQ.FT. (OR) 14250.96 SQ.YDS. (56.28%)
AREA UNDER COMMERCIAL PLOTS	= 5960 SQ.FT. (OR) 662.22 SQ.YDS. (2.61%)
AREA UNDER PARK	= 11445.25 SQ.FT. (OR) 1271.69 SQ.YDS. (5.02%)
AREA UNDER ROAD	= 79975.18 SQ.FT. (OR) 8886.13 SQ.YDS. (35.09%)
AREA UNDER S.T.P	= 1350 SQ.FT. (OR) 150 SQ.YDS. (0.59%)
AREA UNDER TUBEWELL	= 905 SQ.FT. (OR) 100.55 SQ.YDS. (0.40%)

RESIDENTIAL PLOT AREA STATEMENT

P.NO.	NOS.	SIZE	PLOT AREA (SQ.YD.)	TOTAL AREA (SQ.YD.)
1 TO 38	30	21'-11" X 42'-0"	98.88 SQ.YD.	2975.30 SQ.YD.
31 TO 46	16	23'-0" X 42'-0"	107.33 SQ.YD.	1717.33 SQ.YD.
47	1	24'-0" X 42'-0"	112.50 SQ.YD.	112.50 SQ.YD.
48 TO 59	12	23'-0" X 40'-0"	105.53 SQ.YD.	1266.66 SQ.YD.
60 TO 61	2	22'-0" X 40'-0"	100.55 SQ.YD.	201.10 SQ.YD.
87 TO 102	16	22'-4" X 49'-0"	99.44 SQ.YD.	1591.11 SQ.YD.
103 TO 109	7	25'-0" X 40'-0"	113.75 SQ.YD.	796.50 SQ.YD.
117 TO 121, 124 TO 133, 136 TO 144, 148 TO 157, 160 TO 169	45	21'-11" X 40'-0"	93.88 SQ.YD.	4225.55 SQ.YD.
122, 123, 134, 135, 146, 147, 158, 159, 170	9	20'-4" X 40'-0"	90.55 SQ.YD.	815.00 SQ.YD.
171, 174	2	24'-0" X 42'-0"	112.50 SQ.YD.	448.50 SQ.YD.
175	1	26'-0" X 42'-0"	121.33 SQ.YD.	121.33 SQ.YD.
TOTAL	143			14296.96 SQ. YD.

NO. OF RESIDENTIAL PLOT = 143
NO. OF COMMERCIAL PLOT = 11
NO. OF SOLD PLOT = 14

Asst. Municipal Engineer
Municipal Council
Kharar

Municipal Engineer
Municipal Council
Kharar

ਭਾਰਵਰਤੀਨ
ਨਗਰ ਕੌਂਸਲ, ਖਾਰ

COMMERCIAL PLOT AREA STATEMENT

P.NO.	NOS.	SIZE	PLOT AREA (SQ.YD.)	TOTAL AREA (SQ.YD.)
2,3	2	13'-0" X 40'-0"	60.90 SQ.YD.	120.50 SQ.YD.
4,7	4	13'-0" X 40'-0"	57.77 SQ.YD.	231.08 SQ.YD.
8-12	5	14'-0" X 40'-0"	62.22 SQ.YD.	311.11 SQ.YD.
TOTAL	11			662.19 SQ. YD.

NOTE :- PLOT NO. 62 TO 86 AND 110 TO 116 SHOP NO. 1 IS MISSING IN LAYOUT

OWNER
For Divya Developers
Kharar
Partner

ARCHITECT
Architect
Kharar



Approved as per policy provision

ਸਮਰਪਿਤ ਚੱਕਰ, ਟਾਊਨ ਪਲੈਨ.
ਸਥਾਨਕ ਸਕਰਨ ਵਿਭਾਗ, ਸਾਹਿਬ ਜ਼ਿਲ੍ਹਾ

Competent Authority
cum-Regional Deputy Director
Local Govt. Patiala

LOCATION PLAN