DELHI DEVELOPMENT AUTHORITY
(Office of the Commissioner-cum-Secretary)

No. F.2(06)2024/MC/DDA/97 Dated: 29.12.2024

Sub: **Agenda for the meeting of Delhi Development Authority.**

Kindly find enclosed agenda for the meeting of Delhi Development Authority fixed for **Monday, the 30th December, 2024 at 03.30 p.m.** under the Chairmanship of Hon'ble Lt. Governor, Delhi/Chairman, DDA at Raj Niwas, Delhi.

You are requested to kindly attend.

30.12.24

(S.K. Meena)
Commissioner-cum-Secretary
Phone No. 24623598

Encl: As above

CHAIRMAN

1. Shri Vinai Kumar Saxena
   Lt. Governor, Delhi

VICE-CHAIRMAN, DDA

2. Shri Vijay Kumar Singh

MEMBERS

3. Shri Vijay Kumar Singh
   Finance Member, DDA
4. Engineer Member, DDA
5. Ms. D. Thara
   Addl. Secretary, Ministry of Housing & Urban Affairs, Govt. of India
6. Smt. Archana Agrawal
   Member Secretary, NCR Planning Board
7. Shri Vijender Gupta, MLA
8. Shri Somnath Bharti, MLA
9. Shri Dilip Kumar Pandey, MLA
10. Shri O.P. Sharma, MLA
11. Shri Ashwani Kumar
    Commissioner, Municipal Corporation of Delhi

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SPECIAL INVITEES

1. Shri Dharmendra
   Chief Secretary, GNCTD

2. Shri Naveen Kumar Chaudhary
   Addl. Chief Secretary (UD), GNCTD

3. Dr. Vipul Aggarwal
   Principal Commissioner (Landscape, System & Hort.), DDA

4. Shri Chittaranjan Dash
   Principal Commissioner (Personnel & Coordination, Housing, PMAY, Sports & CWG)

5. Shri Ravi Shankar
   Principal Commissioner (Land Disposal, Land Management, Land Pooling & PM-UDAY)

6. Chief Planner
   Town and Country Planning Organization

7 Dr. Ashish Chandra Verma
   Secretary (L&B), GNCTD

8. Dr. Ashish Chandra Verma
   Additional Chief Secretary (Finance)

Copy also to:

1. Shri Ashish Kundra
   Pr. Secretary to Lt. Governor, Delhi

2. Shri Surendra Singh
   Secretary to Lt. Governor, Delhi

3. Smt. Harleen Kaur
   Special Secretary to Lt. Governor, Delhi

4. Ms. Isha Khosla
   Special Secretary to Lt. Governor, Delhi

5. Smt. Sonika Singh
   PS to Lt. Governor, Delhi

6. Shri Abhijeet Rai
   Press Secretary to Lt. Governor, Delhi

Copy for kind information to:

PS to Minister (H&UA), Office of the Minister of Housing & Urban Affairs, Govt. of India

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DELHI DEVELOPMENT AUTHORITY
(MEETING CELL)

No. F.2(06)2024/MC/DDA/98 Dated: 29.12.2024

Sub: Agenda for the meeting of Delhi Development Authority.

Kindly find enclosed agenda for the meeting of Delhi Development Authority fixed for **Monday, the 30th December, 2024 at 03.30 p.m.** under the Chairmanship of Hon'ble Lt. Governor, Delhi/Chairman's DDA at Raj Niwas, Delhi.

You are requested to kindly attend.

(Surinder Sharma)
Dy. Director (P&C)

Encl: As above

Copy to:

1. Chief Vigilance Officer
2. Chief Legal Advisor
3. Commissioner (Land Management/PM-UDAY)
4. OSD to VC
5. Commissioner (Planning)
6. Chief Architect
7. Commissioner (Land Disposal/Land Pooling)
8. Commissioner (Personnel)
9. Commissioner (Housing/System)
10. Chief Accounts Officer
11. Addl. Commissioner (Landscape)
12. Addl. Commissioner (Planning-I)
13. Financial Advisor (Housing)/Director (LC)
14. Director (PR)

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S. NO.	SUBJECT	DEPARTMENT
63/2024	Confirmation of minutes of the meeting of the Delhi Development Authority held on 28.11.2024 at Raj Niwas, Delhi. F.2(05)2024/MC/DDA/	CCS
64/2024	Action Taken Reports on the minutes of the meetings of the Delhi Development Authority held on 28.11.2024 and other issues raised by Hon'ble Authority Members. F.2(05)2024/MC/DDA/Pt.	CCS
65/2024	Proposal for change of Land Use of various land parcels earmarked for PSP, Commercial & Cricket Stadium in sector G-2/G-6/G-4 & IFC in Narela Sub-City (Zone P-I). F.No. PLG/MP/0005/2024/F20	PLANNING
66/2024	Proposed change of land use of railway land measuring 4.63 Ha located at Shakurbasti, falling in Planning Zone-G from 'Transportation (Circulation-Rail)' to 'Residential (RD)' under section 11 (A) of DD Act, 1957 for Group Housing Project. F.No. PLG/0013/2022/-AD (PLG-ZONE G)AP-III)	PLANNING
67/2024	Proposal for policy guidelines to be followed by Developer Entities (DEs) for disposal of EWS units developed by them. F.No. E/312/0002/2022/CGHS/DW-JANTA II	HOUSING
68/2024	Proposal for offering special discount of 20% in the Flats available under DDA Sasta Ghar Housing Scheme 2024 & DDA Madhyam Vargiya Housing Scheme 2024 for different disadvantaged sections of society for ensuring accessibility to affordable housing. F.No. F/1/0172/2024	HOUSING
69/2024	Proposal for launching of Special Housing Scheme with 20 % discount for Building & Construction workers registered with Delhi Building and other Construction Workers Welfare Board. (DBOCWWB) F.No. F/1/0173/2024/CORD/-O/o- PC (Housing)	HOUSING
70/2024	MODIFICATIONS IN THE 'REGULATIONS FOR SETTING UP OF FUEL STATIONS ON PRIVATELY OWNED LANDS IN NCT OF DELHI' DATED 08.03.2017. F.No. PLG/MP/0003/2020/F-7	PLANNING
71/2024	Proposal for launching of DDA Special Housing Scheme 2025 (E-Auction) for sale of available HIG, MIG & LIG flats in various sought after localities on "as is where is" basis: F.No. F/1/0174/2024/CORD/-O/o PC (HOUSING)	HOUSING

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ITEM NO. 63/2024

Sub: Confirmation of minutes of the meeting of the Delhi Development Authority held on 28.11.2024 at Raj Niwas, Delhi.
F.2(05)2024/MC/DDA/

Minutes of the meeting of the Delhi Development Authority held on 28.11.2024 were circulated vide Office Circular No. F2(05)2024/MC/DDA/92 dated 16.12.2024 with the request that proposals for amendment, if any, should be submitted within 3 days (Annexure). No proposal for amendment of the minutes has been received.

RESOLUTION

The minutes of the meeting of the Delhi Development Authority held on 28.11.2024 were confirmed as circulated.

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DELHI DEVELOPMENT AUTHORITY
(Office of Commissioner-cum-Secretary)

No. F.2(05)2024/MC/DDA/ 92 Dated: 16.12.2024

Sub: Minutes of the meeting of Delhi Development Authority.

Kindly find enclosed minutes of the meeting of Delhi Development Authority held on 28.11.2024 at Raj Niwas, Delhi. Amendments to the minutes, if any, may kindly be proposed within 3 days.

16.12.24

(S.K. Meena)
Commissioner-cum-Secretary
Phone No. 24623598

Encl: As above

CHAIRMAN

1. Shri Vinai Kumar Saxena
   Lt. Governor, Delhi

2. Shri Vijay Kumar Singh
   VICE-CHAIRMAN, DDA

MEMBERS

3. Shri Vijay Kumar Singh
   Finance Member, DDA

4. Engineer Member, DDA

5. Ms. D. Thara
   Addl. Secretary, Ministry of Housing & Urban Affairs, Govt. of India

6. Smt. Archana Agrawal
   Member Secretary, NCR Planning Board

7. Shri Vijender Gupta, MLA

8. Shri Somnath Bharti, MLA

9. Shri Dilip Kumar Pandey, MLA

10. Shri O.P. Sharma, MLA

11. Shri Ashwani Kumar
    Commissioner, Municipal Corporation of Delhi

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SPECIAL INVITEES

1. Shri Dharmendra
   Chief Secretary, GNCTD
2. Dr. Vipul Aggarwal
   Principal Commissioner (Landscape, System & Hort.), DDA
3. Shri Chittaranjan Dash
   Principal Commissioner (Personnel & Coordination, Housing, PMAY, Sports & CWG)
4. Shri Ravi Shankar
   Principal Commissioner (Land Disposal, Land Management, Land Pooling & PM-UDAY)
5. Dr. Ashish Chandra Verma
   Secretary (L&B), GNCTD
6. Dr. Ashish Chandra Verma
   Additional Chief Secretary (Finance)
7. Shri Naveen Kumar Chaudhary
   Addl. Chief Secretary (UD), GNCTD
8. Chief Planner
   Town and Country Planning Organization

Copy also to:

1. Shri Ashish Kundra
   Pr. Secretary to Lt. Governor, Delhi
2. Shri Surendra Singh
   Secretary to Lt. Governor, Delhi
3. Smt. Harleen Kaur
   Special Secretary to Lt. Governor, Delhi
4. Ms. Isha Khosla
   Special Secretary to Lt. Governor, Delhi
5. Smt. Sonika Singh
   PS to Lt. Governor, Delhi
6. Shri Abhijeet Rai
   Press Secretary to Lt. Governor, Delhi

Copy for kind information to:

PS to Minister (H&UA), Office of the Minister of Housing & Urban Affairs, Govt. of India

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DELHI DEVELOPMENT AUTHORITY

Minutes of the meeting of the Delhi Development Authority held on 28.11.2024 at 3.30 p.m. at Raj Niwas, Delhi.

Following were present:

CHAIRMAN

Shri Vinai Kumar Saxena
Lt. Governor, Delhi

VICE CHAIRMAN

Shri Vijay Kumar Singh

MEMBERS

1. Shri Vijay Kumar Singh
   Finance Member, DDA
2. Smt. Archana Agrawal
   Member Secretary, NCR Planning Board
3. Shri Somnath Bharti, MLA
4. Shri Dilip Kumaer Pandey, MLA
5. Shri O. P Sharma, MLA
6. Shri Ashwani Kumar
   Commissioner, Municipal Corporation of Delhi

SECRETARY

Shri Surendra Kumar Meena
Commissioner-cum-Secretary, DDA

SPECIAL INVITEES

1. Shri Dharmendra
   Chief Secretary, GNCTD
2. Shri Naveen Kumar Chaudhary
   Addl. Chief Secretary (UD), GNCTD
3. Dr. Vipul Aggarwal
   Principal Commissioner (Landscape, Systems and Horticulture), DDA
4. Shri Chittaranjan Dash
   Principal Commissioner (Personnel, Coordination, Housing, PMAY, Sports & CWG), DDA
5. Shri Ravi Shankar
   Principal Commissioner (Land Disposal, Land Management, Land Pooling & PM-UDAY), DDA
6. Chief Planner
   Town and Country Planning Organization

Also Present:

1. Shri Ashish Kundra
   Pr. Secretary to Lt. Governor, Delhi

2. Shri Surendra Singh
   Secretary to Lt. Governor, Delhi

3. Smt. Harleen Kaur
   Special Secretary to Lt. Governor, Delhi

4. Smt. Sonika Singh
   PS to Lt. Governor, Delhi

5. Shri Abhijeet Rai
   Press Secretary to Lt. Governor, Delhi.

At the outset of the meeting, Hon'ble Lt. Governor, Delhi/Chairman, DDA and other Members of the Authority greeted Shri Vijay Kumar Singh, Finance Member, DDA as Vice Chairman, DDA.

Hon'ble Lt. Governor, Delhi/Chairman, DDA welcomed all the Members of the Authority, Special Invitees and senior officers present in the meeting of the Authority.

Item No. 44/2024

Confirmation of minutes of the meeting of the Delhi Development Authority held on 06.08.2024 at Raj Niwas, Delhi.
F.2(03)2024/MC/DDA/

Amendment in the minutes of the meeting of the Delhi Development Authority held on 06.08.2024 suggested by Shri Vijender Gupta, Hon'ble Member as proposed in the agenda item was approved and the minutes of the meeting of the Authority were confirmed incorporating the said amendment.

Item No. 45/2024

Action Taken Report on the minutes of the meeting of the Delhi Development Authority held on 06.08.2024 and other issues raised by Hon'ble Authority Members.
F.2(05)2024/MC/DDA/Pt.

Action Taken Report on the minutes of the meeting of the Delhi Development Authority held on 06.08.2024 were noted.

Item No. 46/2024

Regarding permission of Authority for Permission of Use Premises in Use Zones under sub-clause 8(2) of MPD-2021 and relaxation for Development Control norms for construction of State Guest House, Govt. of Nagaland in 'Residential' Landuse under LBZ Area at plot 29, Dr. APJ Abdul Kalam Road, New Delhi.
F.No. PLG/MP/0002/2024/(Comp No. 80728)

The proposal contained in the agenda item w.r.t. permission of use premises in use zones under sub clause 8(2) of MPD-2021 was approved subject to the approval of PMO as the said plot falls in the LBZ area.

Item No. 47/2024

Proposed change of landuse of an area measuring 752.51 sqm (900 sq.yds.) from 'Recreational (Community Park/Park/ Multipurpose/ GR)' to 'Public and Semi-Public (PS-1)' for Pig Shelter at Pocket-B, IFC Gazipur - CONT. CAS (C) 136/2017 & CM APPL. 6064/2017 in the matter of Uttar Pradesh Bihar Nagrik Parishad Vs Manmohan & Anr.
F.No. PLG/MP/0001/2024/F-3/-O/o DIRECTOR (PLG) ZONE E AND O)

The proposal for issuance of Public Notice for processing CLU of the plot was discussed and it was decided that the requirement of the Site for shifting of the pig shelter shall be ascertained before processing the Change of Landuse. As a follow up, a Joint Site Visit has been conducted and it has been ascertained that there is a need for relocating the Pig Shelters. It is therefore decided to process the Change of Landuse for the identified pocket. Accordingly, Public Notice for inviting objections and suggestions may be issued under Section 11A of the DD Act.

Item No. 48/2024

Proposal regarding modification in 'Policy for Slum and JJ clusters' in MPD-2021.
F.No. F.3(36)/96-MP-Pt.-I

1. The proposal contained in the Agenda Item was approved with modification in the Para-4.2.3.4(iii) as under:-
   "Slum and JJ Clusters existing on Recreational Landuse, Ecological sensitive sites such as ridge, forest, biodiversity parks, Yamuna flood plain, water bodies, drains and water channels, specific public projects, Railway safety zone, road RoW, street and footpath shall not be eligible for In Situ Rehabilitation and all such encroachments shall be removed on priority".

2. Table under Para 4.2.3.4 (v)(a)(iii) of the Agenda, minimum front setback for plot size above- 10000 sqm. shall be read as 15 mtr. instead of 1 mtr due to printing error.

Item No. 49/2024

Regarding change of Landuse of an area measuring 14123 Sqm. (1.41 Ha) from 'Recreational (District Park)' to 'Residential' located at Minto Road, New Delhi.
F.No. F.20(19)2013/MP (Comp. No. 10293)

The proposal contained in the agenda item was approved. Public notice for inviting objections/suggestions be issued under Section 11-A of DD Act, 1957.

Item No. 50/2024

Regarding permission for relocation of eligible Households of JJ Cluster, namely "Behind Police Station, Vasant Kunj, Sector C Pkt. 9" to remaining EWS flats constructed at Jailorwala Bagh, Ashok Vihar under In Situ Slum Rehabilitation Project, Ashok Vihar.
F.No. F2/PMAY/0019/2023/ISR/-O/o DD (PMAY)

The proposal contained in the agenda item was approved.

Item No. 51/2024

Relocation of JJ dwellers of JJ cluster at East Guru Angad Nagar (near Radhu Palace) falling on RoW of Shanti Swaroop Bhatnagar Marg to EWS flats at Narela.
F.No. F1(23)ISR/PMAY/2023

The proposal contained in the agenda item was approved.

Item No. 52/2024

Allocation for Corpus Fund and Contingency Fund from Dilli Gramoday Abhiyaan (DGA) Fund
F.No. 5/3/0006/2024/114/DDA/-O/o DIRECTOR (WORKS)

The proposal contained in the agenda item was approved.

Item No. 53/2024

Proposal for Penalty Relief Scheme (PRS) for allottees of DDA Housing Scheme 2014.
F.No. L/339/0001/2023/DDA14/-AD(HS-2014-17)

The proposal contained in the agenda item was approved.

Item No. 54/2024

Draft agenda regarding Extension of Time for Regularisation of delay payment in respect of Sec 19-B Dwarka allotted in Diwali Housing Scheme.
F.No. HOUS/0036/2024/-SFS (LAB)

The proposal contained in the agenda item was approved. Vice Chairman, DDA, is authorised to decide all similar cases and subsequently inform the Authority.

Item No. 55/2024

Proposal for opening a window of 3 months time to enable rest of the allottees of EWS flats of Shivaji Marg for making full payment for their allotted flats.
F.No. E/488(Misc)2024/Shivaji Marg/Time Extension

The proposal contained in the agenda item was approved.

Item No. 56/2024

Proposed change of landuse for an area measuring 40300 sqm i.e. 10 acres approx. at Pocket-C, Integrated Freight Complex, Gazipur from 'Commercial (Freight Complex)' to 'Utility (U4)', for construction of Bio-Methanization Plant.
F.No. PLG/MP/0007/2021/F-3/-O/o DY DIRECTOR (PLG) MP AND DC)

The proposal contained in the agenda item was approved. The matter be forwarded to the Ministry of Housing and Urban Affairs, Govt. of India, for consideration and issuance of final notification.

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Item No. 57/2024

Information of Hon'ble members on decision taken by VC, DDA to issue fresh delegation of powers for Horticulture & Horticulture Engineering.
F.No. HORT/PC/0021/2024/O/o-Dy.Director(Hort)HQ

The proposal contained in the agenda item was noted.

Item No. 58/2024

Costing of 1320 EWS flats at pkt-1A, 1B & 1C, Sec-A1-A4, Narela under Sasta Ghar Housing Scheme 2024.
F.No. J/339/0003/2024/-Janta (Computer No. 85961)

The proposal contained in the agenda item was approved.

Item No. 59/2024

Sector Plan G-2, G-3 and G-6 (Part) Narela Bawana
F.No. PLG/MP/0001/2023/F-15/O/o AC-PLG-II

The proposal contained in the agenda item was approved for Change of Land Use for only 8 land parcels as detailed in para 2.1 of the agenda. These 8 parcels have been approved by the Screening committee of DDA and 7 of these parcels of land have already been approved for allotment to various universities and one parcel has been reserved for allotment to a Private University. Accordingly, Public notice for inviting objections/suggestions for only 8 parcels as approved be issued under Section 11-A of DD Act, 1957.

Item No. 60/2024

Allotment of land on temporary basis for short periods to private organisation/agencies for execution of work on allotted sites.
F.No. LD/IL/0019/2022/Misc/1-INSTITUTIONAL LAND V

The proposal contained in the agenda item was approved.

Item No. 61/2024

Minimum Reserve Price in respect of land to be auctioned for Educational & Health Facilities – decrease in multiplication factor to rationalize the reserve price.
F.No. LD/IL/0001/2022/MISC/-ILV

The proposal contained in the agenda item was approved.

Item No. 62/2024

Authorizing the VC, DDA to issue Provisional Entitlement Certificate, Final Entitlement Certificate, Provisional Development License & Final Development License to the Consortium and to nominate officers who can sign the Development Agreement on behalf of DDA with the Consortium.
F.No. LPCR/F17/0001/2023/LPC/-O/o DD (LAND POOLING)

The proposal contained in the agenda item was approved.

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Other Points

Optimal Utilisation and Revenue Generation for Facilities created by DDA

The issue of the underutilization of Community Halls was discussed during the meeting. It was noted that the DDA had invested significantly in constructing these halls for social gatherings and events, yet many of them remain largely unused, with minimal bookings. The Hon'ble Lt. Governor directed that henceforth no more community halls shall be constructed by DDA. Further possibility be explored for utilising the already constructed community halls for public/social activities. It was agreed that initially 5 community halls be taken up by DDA in each zone for setting up libraries/reading rooms along with provisioning of café.

Further, the aspect of delayed utilisation of various public utility facilities in the past like cafes in greens, spaces in community halls, etc. came up for discussion during the Authority Meeting . Upon detailed discussion, it emerged that while the facilities get completed in all respects, there remains a considerable lag between selection of agency/vendor for outsourcing the running of the said facilities. This lag is on account of procedural delays emanating out of various requirements for costing, tendering/auction, final selection and handing over of site to the H1 Bidder.

Hon'ble LG observed that such time lags and delays adversely impact the operationalisation of these facilities which otherwise would have benefitted the public and brought revenue to DDA at the same time.

The case of Baansera Café was discussed where there was a lag of 6 months from completion of the project to the actual finalisation of the H1 bidder. However, once the auction was successfully completed, the accepted bid of Rs. 85.64 lakhs was realized.

Another model adopted by DDA in case of Cafe Stone in Mehrauli Park was also discussed. In this case, freshly created facility by DDA was wisely put to use by way of capacity demonstration by giving it to one of its vendors, which was already providing the F&B facilities in the vicinity i.e Qutub Golf course. In about 4 to 5 months, not only the cafe was popularized, it helped DDA to do its price discovery. This was reflected in its auction, where the highest bid of Rs. 55.37 lakhs was realized which was substantially above the reserve price of Rs. 35.87 lakhs. Furthermore, there was no time lag between the switch over from the vendor who had been selected earlier for capacity demonstration to the vendor who came as the highest bidder in the auction.

In view of the foregoing facts and circumstances, Hon'ble LG directed that in future, DDA should adopt a procedure wherein it can successfully demonstrate the capacity of all such facilities created for the public in DDA greens, community halls etc. VC DDA shall be empowered to resort to a limited process of immediate price discovery by way of inviting bids from its existing F&B vendors operating in DDA facilities. The operations of the newly created facilities can then be outsourced to the H1 bidder among these operators for a period of maximum six months. Once the full potential of this facility is demonstrated and established among people, the auction of this facility will be carried out by way of fixation of reserve price and E auction as prescribed under the rules of DDA. The tendering process will commence after the expiry of four months and shall be completed within the next two months i.e. within a total period of six months. While inviting the bids amongst the existing vendors for capacity demonstration, a minimum reserve price will be fixed at Rs. 25,000/- p.m. for the said facilities during the period of capacity demonstration i.e within 6 months.

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In case, this endeavour fails to fructify, VC, DDA may allot the facility to any service provider operating in a four star or five star facility at reasonable reserve price for six months.

Other Points raised by the Hon'ble Members

Shri Somnath Bharti

1. The existing community halls constructed on main roads are causing traffic jam and majority of halls are underutilised.
2. Membership of the sports complexes be upgraded automatically after completion of the successive tenure memberships.
3. Applicable labour rates as per law need to be provided for manpower working on contract basis in all existing and future agreements.
4. The residents of Hauz Khas village are facing difficulties as the cremation and burial ground have been sealed.
5. The process of allocating land for FCTS at N K Pandey Marg, Baba Haridass College, B-7 Deer Park be expedited.
6. Requested for temporary office space for RWA in SDA.
7. The approach road to Kumhar Basti be widened and land for Community Hall be provided.
8. Utilization plan of vacant land measuring 4 acres in Gautam Nagar be prepared.
9. Drug de-addiction centre is need of the hours.
10. Camps should be organized to facilitate ownership rights to the people of JJ clusters like PM-UDAY scheme.
11. Socio Cultural Centre be set up in his constituency.
12. The open gyms installed in the parks require annual maintenance and repair.
13. A plot measuring 2.84 acre is lying vacant in Arjun Nagar. The land should be utilized to avoid encroachment.
14. The land at Khasra No. 277, Hauz Khas village be re-claimed by DDA.
15. Facilitate access to Gate No. 2 of Malviya Nagar Station through DDA land.

Shri O P Sharma

1. Suggested that more libraries, newspaper reading rooms should be constructed in JJ cluster areas.
2. Stay order be vacated w.r.t. court matter pertaining to Ramprastha Colony.
3. Pointed out that the encroachers on government land such as on parks, RoW, etc. are being rewarded through PMAY instead of removing them from the encroached land.
4. Shanti Swaroop Bhatnagar Marg be connected to the Master Plan road.

5. Camp offices be created in Amar Colony and Sanjay Nagar to facilitate processing of applications under the PM-UDAY scheme.

6. DDA to explore the possibility of developing Multi Level Car Parking at Karkardooma Court through auction mode.

Shri Dilip Kumar Pandey

1. Lift is being constructed unauthorizedly in DDA SFS flats in Dwarka. A complaint has already been filed to stop the construction.

2. Parks, Open Gyms and Socio Cultural Centres be developed/maintained in his constituency.

Hon'ble Lt. Governor thanked all the Members, Special Invitees and senior officers for participating in the meeting. Further, Hon'ble Lt. Governor directed that in future, at the beginning of the Authority meeting DDA shall make a presentation on its new plans and schemes, emphasizing the progress achieved and initiatives undertaken since the last meeting.

The meeting ended with a vote of thanks to the Chair.

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ITEM NO. 64/2024

SUB: ACTION TAKEN REPORTS ON THE MINUTES OF THE MEETINGS OF THE DELHI DEVELOPMENT AUTHORITY HELD ON 28.11.2024 at Raj Niwas, Delhi.

F.2(05)2024/MC/DDA/Pt.

S.No	Subject	Action Taken Report
1.	**Item No. 46/2024** **Regarding permission of Authority for Permission of Use Premises in Use Zones under sub-clause 8(2) of MPD-2021 and relaxation for Development Control norms for construction of State Guest House, Govt. of Nagaland in 'Residential' Landuse under LBZ Area at plot 29, Dr. APJ Abdul Kalam Road, New Delhi.** **F.No. PLG/MP/0002/2024/(Comp No. 80728)** The proposal contained in the agenda item w.r.t. permission of use premises in use zones under sub clause 8(2) of MPD-2021 was approved subject to the approval of PMO as the said plot falls in the LBZ area.	The decision of the Authority has been conveyed to Govt. of Nagaland and NDMC vide letters dated 26.12.2024 for further necessary action.
2.	**Item No. 47/2024** **Proposed change of landuse of an area measuring 752.51 sqm (900 sq.yds.) from 'Recreational (Community Park/Park/ Multipurpose/ OR)' to 'Public and Semi-Public (PS-1)' for Pig Shelter at Pocket-B, IFC Gazipur - CONT. CAS (C) 136/2017 & CM APPL. 6064/2017 in the matter of Uttar Pradesh Bihar Nagrik Parishad Vs Manmohan & Anr.** **F.No. PLG/MP/0001/2024/F-3/-0/o DIRECTOR (PLO) ZONE E AND 0)** The proposal for issuance of Public Notice for processing CLU of the plot was discussed and it was decided that the requirement of the Site for shifting of the pig shelter shall be ascertained before processing the Change of Landuse. As a follow up, a Joint Site Visit has been conducted and it has been ascertained that there is a need for relocating the Pig Shelters. It is therefore decided to process the Change of Landuse for the identified pocket. Accordingly, Public Notice for inviting	Public Notice for inviting objections/suggestions from the general public is under process for issuance under Section 11-A of DD Act, 1957.

	objections and suggestions may be issued under Section 1 IA of the DD Act.	
3.	**Item No. 48/2024** **Proposal regarding modification in 'Policy for Slum and JJ clusters' in MPD-2021.** **F.No. F.3(36)/96-MP-Pt.-I** 1. The proposal contained in the Agenda Item was approved with modification in the Para-4.2.3.4(iii) as under:- "Slum and JJ Clusters existing on Recreational Land use, Ecological sensitive sites such as ridge, forest,- biodiversity parks, Yamuna flood plain, water bodies, drains and water channels, specific public projects, Railway safety zone, road Row, street and footpath shall not be eligible for In Situ Rehabilitation and all such encroachments shall be removed on priority". 2. Table under Para 4.2.3.4 (v)(a)(iii) of the Agenda, minimum front setback for plot size above- 10000 sqm. shall be read as 15 mtr. instead of I. mtr due to printing error.	The proposal has been forwarded to the Ministry of Housing and Urban Affairs, Govt. of India for issuance of final notification.
4.	**Item No. 49/2024** **Regarding change of Land use of an area measuring 14123 Sqm. (1.41 Ha) from 'Recreational (District Park)' to 'Residential' located at Minto Road, New Delhi.** **F.No. F.20(19)2013/MP (Comp. No. 10293)** The proposal contained in the agenda item was approved. Public notice for inviting objections/suggestions be issued under Section 11-A of DD Act, 1957.	The Public Notice for inviting objections/suggestions from the general public is under process for issuance under Section 11-A of DD Act, 1957.
5.	**Item No. 50/2024** **Regarding permission for relocation of eligible Households of JJ Cluster, namely "Behind Police Station, Vasant Kunj, Sector C Pkt. 9" to**	Survey work has started and eligibility will be decided by 31st January 2025.

	remaining EWS flats constructed at Jailorwala Bagh, Ashok Vihar under In Situ Slum Rehabilitation Project, Ashok Vihar. **F.No. F2/PMAY/0019/2023/ISR/-O/o DD (PMAY)** The proposal contained in the agenda item was approved.	
6.	**Item No. 51/2024** **Relocation of JJ dwellers of JJ cluster at Enst Guru Angad Nagar (near Radhu Palace) falling on RoW of Shanti Swaroop Bhatnagar Marg to EWS flats at Narela.** **F.No. F1(23)ISR/PMAY/ 2023** The proposal contained in the agenda item was approved.	The draw of lots for allotment of flats to 93 Eligible beneficiaries will be held by 15th January 2025.
7.	**Item No. 52/2024** **Allocation for Corpus Fund and Contingency Fund from Dilli Gramoday Abhiyaan (DGA) Fund** F.No. 5/3/0006/2024/114/DDA/-0/o DIRECTOR (WORKS) The proposal contained in the agenda item was approved.	The circular has been issued.
8.	**Item No. 53/2024** **Proposal for Penalty Relief Scheme (PRS) for allottees of DDA Housing Scheme 2014.** **F.No. L/339/0001/2023/DDA14/-AD(HS-2014-17)** The proposal contained in the agenda item was approved.	Circular dated 26.12.2024 has been issued.
9.	**Item No. 54/2024** **Draft agenda regarding Extension of Time for Regularisation of delay payment in respect of Sec 19-B Dwarka allotted in Diwali Housing**	Circular dated 17.12.2024 has been issued.

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	Scheme. **F.No. HOUS/0036/2024/-SFS (LAB)** The proposal contained in the agenda item was approved. Vice Chairman, DDA, is authorized to decide all similar cases and subsequently inform the Authority.	
10.	**<u>Item No. 55/2024</u>** **Proposal for opening a window of allottees of EWS flats of Shivaji Marg allotted flats.** **F.No. E/488(Misc)2024/Shivaji Marg/Time Extension** The proposal contained in the agenda item was approved.	Circular dated 24.12.2024 has been issued.
11.	**<u>Item No. 56/2024</u>** **Proposed change of landuse for an area measuring 40300 sqm i.e. 10 acres approx. at Pocket-C, Integrated Freight Complex, Gazipur from 'Commercial (Freight Complex)' to 'Utility (U4)', for construction of Bio Methanization Plant.** **F.No. PLG/MP/0007/2021/F-3/-O/o DY DIRECTOR (PLG) MP AND DC)** The proposal contained in the agenda item was approved. The matter be forwarded to the Ministry of Housing and Urban Affairs, Govt. of India, for consideration and issuance of final notification.	The proposal vide letter dt 27.12.2024 has been forwarded to the Ministry of Housing and Urban Affairs, Govt. of India for issuance of final notification.

12.	**Item No. 57/2024** **Information of Hon'ble members on decision taken by VC, DDA to issue fresh delegation of powers for Horticulture & Horticulture Engineering.** **F.No.HORT/PC/0021/2024/O/o-Dy.Director(Hort}HQ** The proposal contained in the agenda item was noted.	Action has already been taken.
13.	**Item No. 58/2024** **Costing of 1820 EWS flats at pkt-1A, 1B & 1C, Sec-A1-A4, Narela under Sasta Ghar Housing Scheme 2024.** **F.No. J/339/0005/2024/-Janta (Computer No 85961)** The proposal contained in the agenda item was approved.	The flats were offered in the Phase II of Sasta Ghar Housing Scheme 2024 vide circular dated 12.11.2024 for which booking commenced from 14.11.2024.
14.	**Item No. 59/2024** **Sector Plan G-2, G-3 and G-6 (Part) Narela Bawana.** **F.No. PLG/MP/0001/2023/F-15/O0/o0 AC-PLG-II** The proposal contained in the agenda item was approved for Change of Land Use for only 8 land parcels as detailed in para 2.1 of the agenda. These 8 parcels have been approved by the Screening committee of DDA and 7 of these parcels of land have already been approved for allotment to various universities and one parcel has been reserved for allotment to a Private University. Accordingly, Public notice for inviting objections/suggestions for only 8 parcels as approved be issued under Section 11-A of DD Act, 1957.	Public Notice for inviting objections/suggestions from the general public is under process for issuance under Section 11-A of DD Act, 1957.
15.	**Item No. 60/2024** **Allotment of land on temporary basis for short periods to private organisation/agencies for execution of work on allotted sites.**	The circular dated 26.12.2024 has been issued.

	F.No. LD/IL/00319/2022/Misc/1-INSTITUTIONAL LAND V The proposal contained in the agenda item was approved.	
16.	**<u>Item No. 61/2024</u>** **Minimum Reserve Price in respect of land to be auctioned for Educational & Health Facilities — decrease in multiplication factor to rationalize the reserve price.** **F.No. LD/IL/0001/2022/MISC/-ILV** The proposal contained in the agenda item was approved.	The Reserve Price of plots meant for Educational & Health Facilities will be calculated as per the approved multiplication factor. A circular in this regard is being issued.
17.	**<u>Item No. 62/2024</u>** **Authorizing the VC, DDA to issue Provisional Entitlement Certificate, Final Entitlement Certificate, Provisional Development License & Final Development License to the Consortium and to nominate officers who can sign the Development Agreement on behalf of DDA with the Consortium.** **F.No. LPCR/F17/0001/2023/LPC/-O/o DD (LAND POOLING)** The proposal contained in the agenda item was approved.	The office order is being issued.
	<u>Other Points</u> **<u>Optimal Utilisation and Revenue Generation for Facilities created by DDA</u>** The issue of the underutilization of Community Halls was discussed during the meeting. It was noted that the DDA had invested significantly in constructing these halls for social gatherings and events, yet many of them remain largely unused, with minimal bookings. The Hon'ble Lt. Governor directed that henceforth no more community halls shall be constructed by DDA. Further possibility be explored for utilising the already constructed community halls for public/social activities. It was agreed that initially 5 community halls be taken up by DDA in each zone for setting up libraries/reading rooms along with provisioning of cafe. Further, the aspect of delayed utilization of various	Noted. Delegation of powers to VC is being issued. The proposal for conversion of existing Community Hall into Library cum Reading room along with the establishment of a cafe at 5 locations have been identified and the same have been approved in the 425th Screening Committee Meeting held on 21.12.2024.

	public utility facilities in the past like cafes in greens, spaces in community halls, etc. came up for discussion during the Authority Meeting. Upon detailed discussion, it emerged that while the facilities get completed in all respects, there remains a considerable lag between selection of agency/vendor for outsourcing the running of the said facilities. This lag is on account of procedural delays emanating out of various requirements for costing, tendering/auction, final selection and handing over of site to the H1 Bidder. Hon'ble LG observed that such time lags and delays adversely impact the operationalization of these facilities which otherwise would have benefited the public and brought revenue to DDA at the same time. The case of Baansera Café was discussed where there was a lag of 6 months from completion of the project to the actual finalization of the H1 bidder. However, once the auction was successfully completed, the accepted bid of Rs. 85.64 lakhs was realized. Another model adopted by DDA in case of Café Stone in Mehrauli Park was also discussed. In this case, freshly created facility by DDA was wisely put to use by way of capacity demonstration by giving it to one of its vendors, which was already providing the F&B facilities in the vicinity i.e Qutub Golf course. In about 4 to 5 months, not only the cafe was popularized, it helped DDA to do its price discovery. This was reflected in its auction, where the highest bid of Rs. 55.37 lakhs was realized which was substantially above the reserve price of Rs. 35.87 lakhs. Furthermore, there was no time lag between the switch over from the vendor who had been selected earlier for capacity demonstration to the vendor who came as the highest bidder in the auction. In view of the foregoing facts and circumstances, Hon'ble LG directed that in future, DDA should adopt a procedure wherein it can successfully demonstrate the capacity of all such facilities created for the public in DDA greens, community halls etc. VC DDA shall be empowered to resort to a limited process of immediate price discovery by way of inviting bids from its existing F&B vendors operating in DDA facilities. The operations of the	

	newly created facilities can then be outsourced to the H1 bidder among these operators for a period of maximum six months. Once the full potential of this facility is demonstrated and established among people, the auction of this facility will be carried out by way of fixation of reserve price and E auction as prescribed under the rules of DDA. The tendering process will commence after the expiry of four months and shall be completed within the next two months i.e. within a total period of six months. While inviting the bids amongst the existing vendors for capacity demonstration, a minimum reserve price will be fixed at Rs. 25,000/- p.m. for the said facilities during the period of capacity demonstration i.e within 6 months.	
1.	**Others Point Raised by Authority Members** **Shri Somnath Bharti** The existing community halls constructed on main roads are causing traffic jam and majority of halls are underutilised.	The policy has been framed for utilization of existing community halls for other purpose i.e gym, library/study centre, café, old age home and recreational purpose.
2.	Membership of the sports complexes be upgraded automatically after completion of the successive tenure memberships.	Policy for automatic upgradation is already in place.
3.	Applicable labor rates as per law need to be provided for manpower working on contract basis in all existing and future agreements.	All the contracts regarding provision of services are done on at least minimum wages rates. The rates are also revised upwards as and when the minimum wages are increased. A comprehensive advisory is being issued for compliance by all departments.
4.	The residents of Hauz Khas village are facing difficulties as the cremation and burial ground have been sealed.	The land under reference is DDA acquired land and issue raised by Hon'ble Member is being further examined.
5.	The process of allocating land for FCTS at N K Pandey Marg, Baba Haridass College, B-7 Deer Park be expedited.	No formal request has been received from MCD for the said locations as on date. **04** number of sites have been allocated to MCD for the said purposes.
6.	Requested for temporary office space for RWA in SDA.	The case is under examination.
7.	The approach road to Kumhar Basti be widened and land for Community Hall be provided.	The area under reference is part of notified UC under PM-UDAY. The aspects of road network

		plan has to be taken up holistically by MCD in consultation with DDA.
8.	Utilization plan of vacant land measuring 4 acres in Gautam Nagar be prepared.	a) A site inspection was convened regarding utilization of DDA land at Gautam Nagar admeasuring 6478.02 sq.m for multilevel car parking & community hall. b) MCD also has requested DDA to provide land for the construction of MLCP to address the issue of parking around Gautam Nagar village. c) The matter is under examination for assessing ownership / litigation.
9.	Drug de-addiction centre is need of the hours.	Matter pertains to GNCTD.
10.	Camps should be organized to facilitate ownership rights to the people of JJ clusters like PM-UDAY scheme.	For ameliorating the condition of inhabitants of Unauthorized Colonies in Delhi, the National Capital Territory of Delhi (Recognition of Property Rights of Residents in Unauthorized Colonies) Regulations, 2019 was notified on 29.10.2019 and Act on 12.12.2019, for conferment of ownership or transfer or mortgage rights to the residents of 1,731 Unauthorized Colonies in Delhi. With a view to proactively undertake the disposal of all pending PM-UDAY applications and to seek new registrations/applications, a special initiative i.e. SINGLE WINDOW CAMPS are being organized by all the Processing Centres under the PM-UDAY scheme on every Saturday and Sunday starting from 30.11.2024. These camps will operate under a single-window clearance mode, allowing for documentation, online submissions, scrutiny, notarization, and the resolution of other necessary procedures along with on the spot disposal of the pending applications. To enhance outreach, the engaged PM-UDAY MITRAs have been consigned to contact or visit applicants, resolve their issues with suggestive replies, and inform them about the upcoming camps. A social media campaign, including WhatsApp

<table>
<tr><td></td><td></td><td>messages, newspaper advertisement, distribution of pamphlets, has also been launched to inform applicants about the scheduled camps and encouraging their participation in the same.

This concerted effort aims to accelerate the disposal of pending PM-UDAY applications and provide intended relief of the scheme to the residents of UCs.</td></tr>
<tr><td>11.</td><td>Socio Cultural Centre be set up in his constituency.</td><td>Feasibility vis a vis the requirement is being examined.</td></tr>
<tr><td>12.</td><td>The open gyms installed in the parks require annual maintenance and repair.</td><td>Noted. Action is being taken.</td></tr>
<tr><td>13.</td><td>A plot measuring 2.84 acre is lying vacant in Arjun Nagar. The land should be utilized to avoid encroachment.</td><td>The subject land is DDA land and steps for preventing floating encroachment is being taken. Further for gainful utilization of subject land, the issue is being examined simultaneously.</td></tr>
<tr><td>14.</td><td>The land at Khasra No. 277, Hauz Khas village be re-claimed by DDA.</td><td>The matter is under Litigation. Details are as follows

Regarding contempt it is stated that a Contempt case 522/2017 titled DELHI DEVELOPMENT AUTHORITY Vs. NGUDUP WANGMO DONTATSANG is pending before the Hon'ble High Court and next date of hearing is 24/01/25

<table>
<tr><th>S. No.</th><th>Title of Case</th><th>Case No.</th><th>Court Order /Stay Order etc.</th><th>Name of Court</th><th>NDOH</th></tr>
<tr><td>1.</td><td>Iqbal Chauhan Vs DDA</td><td>MCA No. 34/18</td><td>Stay from 18.12.18</td><td>ADJ Court Saket</td><td>15.02.25</td></tr>
<tr><td>2.</td><td>Nagudup Wangama Dontatsang Bhutia</td><td>CS)OS (No. 3352/15</td><td>Stay from 06.11.15</td><td>High Court</td><td>18.02.25</td></tr>
</table>
</td></tr>
</table>

				Vs DDA	FA O (OS) 60/17	Status quo order on 03.05.17	High Court	24.01.25
				Contempt Petition for violation of order dt. 03.05.2017	Contempt Petition No. 522/17	Status quo order on 03.05.17	High Court	24.01.25
			3.	Vipin Vs DDA	MC No. 33/18	Stay from 16.03.2019	High Court	04.01.2025
			4.	Rehana Chauhan Vs DDA	MC No. 35/18	Stay from 18.12.2018	High Court	Hon'ble Court directed that interim order shall continue till the application under order 39 Rule 1&2 is decided.
15.	Facilitate access to Gate No. 2 of Malviya Nagar Station through DDA land.							
		Already replied at S. No. 7.						
1.	**Shri O.P. Sharma** Suggested that more libraries, newspaper reading							
		Noted. Matter pertains to DUSIB,GNCTD.						

<table>
<tr><td></td><td>rooms should be constructed in JJ cluster areas.</td><td></td></tr>
<tr><td>2.</td><td>Stay order be vacated w.r.t. court matter pertaining to Ramprastha Colony.</td><td>The subject matter pertains to illegal encroachment on DDA land, near Ramprastha colony, in green belt, parallel to road No 56 in village Karkardooma at Delhi U.P Border. As per land record of DDA, the land under reference is DDA acquired and possession taken over land and as per record the land was further transferred to CPWD for Central Road fund. The encroachment exists on approx 6 Acres of land.

The details of Court Cases on the land under reference is as under:

<table>
<tr><th>S. No</th><th>Case No</th><th>Title</th><th>NDOH</th><th>Remarks</th></tr>
<tr><td>1.</td><td>WPC 3133/1999

(High Court)</td><td>Shakuntla Sharma Vs DDA & Ors.</td><td>30.01.2025</td><td>Status Quo is maintained by Court vide order dated 19.04.2007</td></tr>
<tr><td>2.</td><td>Cont. (C) 1181/2022

(High Court) in WPC no.3133/1999</td><td>DDA Vs Metro India Ltd & Ors</td><td>26.03.2025</td><td>Pending before Hon'ble High Court for violation of status quo order dated 19.04.2007. An</td></tr>
</table>
</td></tr>
</table>

						applicati on for early hearing is already filed in this case. NDOH was 26.03.25 .
3.	Pointed out that the encroachers on government land such as on parks, RoW, etc. are being rewarded through PMAY instead of removing them from the encroached land.	Noted. The issue has already addressed by way of suitable change in Insitu Slum Rehabilitation Policy in MPD.				
4.	Shanti Swaroop Bhatnagar Marg be connected to the Master Plan road.	A JJ cluster is located on the road connecting Shanti Swaroop Bhatnagar Marg and Master plan road . TSS has been carried out for cluster along-with road alignment from Shanti Swarup Bhatnagar Marg to Master Plan road and the same was submitted to LM wing for the documentation and verification of the individuals residing in the JJ cluster. Once the verification process is completed and the necessary resettlement or removal of the JJ cluster is carried out, further action will be taken.				
5.	Camp offices be created in Amar Colony and Sanjay Nagar to facilitate processing of applications under the PM-UDAY scheme.	Camp office has been created at Horticulture civil division no. -2 office complex near Pashupatinath mandir, CBD ground, Shahdara Delhi -32.				
6.	DDA to explore the possibility of developing Multi Level Car Parking at Karkardooma Court through auction mode.	The plot meant for Multi level car parking will be placed in next phase of e-auction.				

1.	**Shri Dilip Kumar Pandey** Lift is being constructed unauthorizedly in DDA SFS flats in Dwarka complaint has already been filed to stop the construction.	The unauthorized construction of the lift has been stopped and unauthorized construction already done will be removed shortly by fixing demolition program.
2.	Parks, Open Gyms and Socio Cultural Centers developed/maintained in his constituency.	Noted. Action being taken.

RESOLUTION

Action Taken Report on the minutes of the meeting of the Delhi Development Authority held on 28.11.2024 were noted.

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ITEM NO. 65/2024

SUBJECT: Proposal for Change of Land Use of various land parcels earmarked for PSP, Commercial & Cricket Stadium in sector G-2 / G-6, G-3 / G-4 & IFC in Narela Sub-City (Zone P-I).

F.No. PLG/MP/0005/2024/F20

1.0 BACKGROUND

1.1 Three sub-cities i.e., Dwarka, Rohini and Narela were conceived as a part of MPD-2001. In due time, though Dwarka & Rohini Sub-cities have taken off, development in Narela has suffered due to the lack of inter and intra city connectivity. The current scenario has changed considerably with the construction of UER-II which is almost complete by 90% and is slated to be fully functional in another few months. This shall connect the IGI Airport with Narela sub-city making it fully accessible to the airport through a traverse distance of 35 km. Separately, Delhi Metro has already got approvals for extending its metro line in Narela. Due to this enhanced connectivity to the sub-city and considering huge built-up housing stock available, it is felt that the potential of the sub-city should be explored to its maximum. The issue of revitalisation of Narela sub-city, repositioning and strategizing its land parcels has been discussed in various forums and accordingly new development options have been proposed.

1.2 The issue of revitalising the Narela sub-city and to develop it as an Education Hub has been discussed in various meetings held under the chairmanship of Hon'ble LG. Delhi. The institutes in Delhi are developed in a scattered manner, lack big campuses, are faced with an issue of easy access to housing or are in a dire need for expansion. Keeping in view the above, it was decided to allot land to various universities to enable them to establish their campus in the Education Hub in Narela Sub-city.

1.3 Requests have been received for earmarking the plots for SPA Delhi, Coaching Centres and private universities in the Education Hub.

1.4 As per MPD-2021 / ZDP Zone P-I (Narela Sub-City), the Land Parcels identified for setting up of above stated campus as well as for proposed new universities / colleges / coaching centres, fall under different Land Uses (Residential, Recreational, PSP). As per MPD-2021, University / College / Educational Institutions are permissible in PSP Land Use.

1.5 In order to enable setting up of the universities / College / Educational Institutions and making them Land Use compliant, change of land use is being proposed.

1.6 It is also proposed to set up a Cricket Stadium having facilities of international level. This proposal also envisages change of land use to enable setting of the same.

1.7 Further, CLU(s) have been proposed for converting PSP area to Commercial on the land abutting UER-II and, for converting Utility / ESS to Commercial abutting UER-I, so that the full potential of both sites can be realised.

1.8 The proposal for Change of Land Use of various land parcels earmarked for PSP, Commercial & Cricket Stadium in sector G-2 / G-6, G-3 / G-4 & IFC in Narela Sub-City (Zone P-I) was discussed and in principle approved in the 4th Technical Committee Meeting held on 20.12.2024 vide Item No. 22/2024.

2.0 EXAMINATION

2.1 **Plot for Cricket Stadium (Sector G-3, G-4)**: One plot for cricket stadium has been envisaged in Sector G-3, G-4 measuring area 50 acres approx. (20.23 Ha.). Suitable modification in the adjoining Sector Plan to ensure a seamless network of roads shall be done while taking up the design of the Cricket Stadium.

2.2 Change of Land Use from PSP to Commercial (36.6 Ha.) for plot near NIT, Delhi abutting UER-II. Part of this (around 20.0 Ha.) land has reverted to DDA on account of alternate allotment of land to IGDTUW.

2.3 The details of the pockets for which proposal for change of Land Use for future use of universities / other PSP & Commercial uses to be proposed as per the MPD are as follows: -

S. No.	Plot No.	Location	Tentative Plot area (Ha.)	Change of Land Use		
				Area for CLU (Ha.)	From	To
1.	PSP-1	Sector G-2 / G-6 Narela (Zone P-I)	8.41	8.41	Residential	PSP
2.	PSP-2	Sector G-2 / G-6 Narela (Zone P-I)	18.2	18.2	Commercial	PSP
3.	PSP-3	Sector G-2 / G-6 Narela (Zone P-I)	28.07	28.07	Residential	PSP
4.	PSP-4	Sector G-3 / G-4 Narela (Zone P-I)	20.23	20.23	Commercial	PSP (Cricket Stadium)

5.	C-1	Sector G-2 / G-6 Narela (Zone P-I)	6.82	6.82	Utility / ESS	Commercial
6.	C-2	PSP Plot along UER-II near NIT Narela (Zone P-I)	36.6	36.6	Public Semi Public	Commercial

2.4 The Land ownership and litigation status shall be ascertained and marked on the plan which shall be part of the public notice before placing it in the public domain for inviting objection & suggestions.

2.5 Wherever modification in the Layout / Sector Plan done for proposed CLU, these modifications will be processed separately.

2.6 The information required for processing the CLU as per the Ministry letters dated 07.04.2015, 04.09.2015 & 17.06.2016 area are annexed as **Annexure – I**.

3.0 PROPOSAL

3.1 The Land Use of the following land parcels in Zone P-I is proposed for Change of Land Use as per description listed below:

S. No.	Plot No.	Location	Area (Ha.)	Existing Land Use as per MPD 2021 / ZDP 2021	Proposed Land Use	Boundaries
1.	PSP-1	Sector G-2 / G-6 Narela (Zone P-I)	8.41	Residential	Public & Semi Public	**North:** Vacant land **South:** Vacant land **East:** Sanoth Village **West:** 40 M ROW
2.	PSP-2	Sector G-2 / G-6 Narela (Zone P-I)	18.2	Commercial	Public & Semi Public	**North:** 40 M ROW **South:** Vacant Land **East:** 40 M RoW **West:** 60 M ROW
3.	PSP-3	Sector G-2 / G-6 Narela (Zone P-I)	28.07	Residential	Public & Semi Public	**North:** 20 M ROW **South:** 60 M ROW **East:** 40 M ROW **West:** 40 M ROW
4.	PSP-4	Sector G-3 / G-4 Narela (Zone P-I)	20.23	Commercial	Public & Semi Public	**North:** 20 M ROW **South:** UER-II / Green Buffer **East:** Commercial **West:** Commercial

5	C-1	Sector G-2 / G-6 Narela (Zone P-I)	6.82	Utility / ESS	Commercial	**North:** UER-I / Green Buffer **South:** Built-up **East:** 60 M RoW **West:** Vacant land
6	C-2	PSP Plot along UER-II near NIT Narela (Zone P-I)	36.6	Public & Semi Public	Commercial	**North:** Recreational Land **South:** UER-II / Green Buffer **East:** Recreational Land **West:** 60m RoW

The maps showing location of above-mentioned plots are annexed as **Annexure – II.**

3.2 After approval from the Authority, a Public Notice inviting objections / suggestions shall be issued for a period of 30 days as per Section 11-A of the Delhi Development Act, 1957.

4.0 RECOMMENDATION

4.1 The proposal as contained in Para 3.0 above is placed before the Authority for consideration and approval.

RESOLUTION

The proposal contained in the Agenda Item was approved. Public Notice for inviting objections/suggestions be issued under Section 11-A, of the DD Act, 1957.

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ई. फाइल PLG/MP/0003/2024/F-1/[illegible]

दिनांक: 27.12.2024

बैठक का कार्य-वृत्त

विषय: Minutes of the 4th Technical Committee Meeting of DDA for the year 2024 held on 20.12.2024.

The 4th Technical Committee Meeting of DDA for the year 2024 was held on 20.12.2024 (Friday) at 05:00 P.M. under the Chairmanship of Vice Chairman, DDA in the Conference Hall at B-Block, 1st Floor, Vikas Sadan, I.N.A., New Delhi – 110023. The list of the participants is annexed. Please find enclosed herewith a copy of the minutes of the same for information and further necessary action.

शिखा सादिव
27/12/2024
निदेशक (योजना),
एम.पी.एम.आर - II

To:

1. Vice Chairman, DDA
2. Engineer Member, DDA
3. Pr. Commissioner (Housing)
4. Pr. Commissioner (LM)
5. Pr. Commissioner (LD)
6. Commissioner (Plg.), DDA
7. Chief Planner, TCPO
8. Chief Architect, HUPW, DDA
9. Chief Architect, NDMC
10. Chief Engineer (Property Development), DMRC
11. Addl. Commr. (Plg.)-I, DDA
12. Addl. Commr. (Plg.)-II, DDA
13. Addl. Commr. (Plg.) – III, DDA
14. Addl. Commr. (Plg.)-IV, DDA
15. Addl. Commr. (Landscape), DDA
16. Secretary, DUAC
17. Chief Town Planner, MCD
18. Chief Architect (Delhi), CPWD
19. Dy. Commr: of Police (Traffic), Delhi
20. Land & Development Officer, (L&DO) Director, Fire Service, GNCTD

Special Invitees:

1. Additional Chief Architect, V.C. Office, DDA
2. Chief Manager, Powergrid Sikar Khetri Transmission ltd.
3. Joint General Manager-4, RLDA

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Item No. 16/2024

Confirmation of the Minutes of 3rd Technical Committee meeting held on 10.07.2024. PLG/MP/0002/2024/F-1.

Since no observations/comments were received, the minutes of the 3rd Technical Committee held on 10.07.2024 were confirmed as circulated.

Item No. 17/2024

Proposal for allowing access to the Privately Owned Land Parcel bearing Khasra no. 268 Village Shahbad Daulatpur (Sector-26) Rohini from 60.0 mtr wide road through 30.0 mtr wide Green Belt of DDA in terms of the decision of 4th Technical Committee meeting of DDA held on 10.06.2019.
PLG/RZ/0004/2021/PLP/-AD(PLG-ROHINI)

The agenda was presented by Chief Town Planner, MCD and the following was discussed:

a. CTP, MCD informed that the matter has been discussed in the Layout Scrutiny Committee of MCD, and it was desired that the matter with respect to access road to the plot under reference may be taken up with DDA at the first instance.

b. The proposed 30 mt Zonal Development Plan road adjacent to the plot u/r, running perpendicular to the 60 mt ROW road (Bhagwan Mahavir Marg), is not feasible due to non-acquisition of private land parcels and surrounding unauthorized colony.

c. In order to facilitate the access to the plot u/r, road of 18 mt ROW from the plot u/r is proposed by the applicant connecting 60 mt existing Bhagwan Mahavir road. Part of the proposed 18 mt ROW road measuring 531.90 sq mt (18 mt x 29.55 mt.) approx. is passing through green belt (DDA land).

d. The proposed 18 mt access road is being allowed as a part of the already proposed 30 mt Zonal Plan road and accounting for the ground reality. In future for any new development in the adjoining plots, 30 mt. ROW road in the Zonal Development plan can be implemented by making provision of additional 12 mt road from the adjoining land adjacent to this 18 mt road.

In view of above, following was decided:

1. The proposed 18 mt road is part of 30 mt road as per the ZDP/MPD. The roads shown in the ZDP/MPD are indicative and actual alignment is as per feasibility and is implemented on site by the local body/road owning agency, and as such the above proposal is as per the ground reality.

2. The proposal for provision of 18 mt road through green belt (DDA land) was agreed. The cost & modalities for DDA land i.e. 531.90 sq mt approx. or as per the actual area required for providing access as per ZDP, while handing over the possession shall be worked out by the Land Management wing in consultation with Finance Department of DDA. Accordingly, MCD to take up the matter with the Land Management wing of DDA.

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Item No. 18/2024

Relaxation of Ground Coverage (GC) For Hotel Plot no.3, Sector-10, City Centre (District Centre) Dwarka, Delhi, facing height restrictions from Airport Authority India (AAI) to achieve additional FAR as per MPD 2021.
HUPW/CADW/0001/2024/COMM/-O/o SR. ARCHITECT(HUPW)-DWARKA ZONE

The agenda was presented by Sr. Architect, Dwarka and it was discussed that the current proposal cannot be linked with the approval granted for the hospitality district by DIAL. The Hotel site is part of a comprehensive scheme prepared by HUPW and the relaxation in ground coverage is being sought due to special circumstances i.e. site falling under air funnel zone thereby restricting the height as permissible under the MPD. After detailed deliberations, the proposal as per para 3.0 of the agenda item was approved w.r.t. relaxation of ground coverage as per MPD - 2021 for Hotel plot no 3, Sector-10, City Centre, Dwarka. However, all other development control norms including parking, shall be as per prevailing MPD norms.

Item No. 19/2024

Proposal regarding NOC for alignment of 765KV D/C D/C Sikar-II Narela Transmission line in the Planning Zone N (NW District of Delhi-III) requested by Power Grid Corporation of India Ltd.(PGCIL).
PLG/LP/0001/2024/N/INFR-AD(PLG-LP/ZONE N)

The agenda was presented by Addl. Commissioner (Plg) -I. After detailed deliberations, the Technical Committee approved the proposal for grant of planning permission, subject to the terms and conditions as contained in the proposal. The approval shall be subject to ascertaining by the Land Management Department of DDA that no DDA land is affected due to the above said proposal.

Item No. 20/2024

Modifications in the 'Regulations for setting up of Fuel Stations on Privately owned Lands in NCT of Delhi' dated 08.03.2019.
PLG/MP/0003/2020/F-7/-O/o DY DIRECTOR (PLG)MP AND DC

The agenda was presented by Addl. Commissioner (Plg.) - I. After detailed deliberations, the proposal contained in the agenda item was approved with the following modifications:

1. In clause 3 (iv), the line "*The plot size for such fuel stations will be ....mother station as per requirement).*", be read as "*The plot size for such Fuel Stations shall be as per prevailing Master Plan.*"
2. In clause 3 (vii), the line "*For minor roads having ROW from 6 m up to 30 m - 50 m*", be read as "*For minor roads having ROW from 3 m up to 30 m - 50 m.*"

Accordingly, the matter be placed before the Authority for its approval under Section 57 of DD Act, 1957.

Item No. 21/2024

Request regarding Change of Landuse of 4.63 ha railway land from "Transportation' (Circulation-Rail)' to 'Residential' at Shakurbasti, Zone G.
PLG/0013/2022/-AD(PLG-ZONE G)AP-III

The agenda was presented by Member / Planning, RLDA. The issue of requirement of NOC in

view of the close proximity to the Ordinance Depot was deliberated. Officers of RLDA assured that there is no such requirement and pursuant to the discussions in the Technical committee have submitted the documents substantiating the same. A report of the Traffic Impact Assessment has also been submitted.

After detailed deliberations, the proposal for Change of Land Use as contained in the agenda item was approved subject to the examination of the Traffic Impact Assessment (TIA) report for the overall development planned by RLDA on entire railway land in Shakurbasti, Zone G.

Item No. 22/2024

Proposal for Change of Land Use of various land parcels to PSP & Commercial in sector G-2 / G-6, G-3 / G-4 & IFC in Narela Sub-City (Zone P-I).
PLG/MP/0005/2024/F-20/-O/o DIRECTOR (PLG) NARELA PROJECTS – Part (1)

The agenda was presented by Addl. Commissioner (Plg.) – II. After detailed deliberations, the proposal for Change of Land Use as contained in the agenda item was approved and recommended for further processing under Section 11A of DD Act, 1957.

Item No. 23/2024

Clarification regarding the issues related to implementation of Regulations for Enabling the Planned Development of Privately Owned Lands.
PLG/MP/0056/2021/F-15/-O/o DY DIRECTOR (PLG)MP AND DC

The agenda item was presented by Chief Town planner, MCD. The clarity has been sought in view of the decision taken in 6th Technical Committee meeting held on 27.07.2022. After detailed deliberations, the following was decided:

1. The Technical Committee is of the view that as the provisions in the regulations are self-explanatory, there is no requirement of any clarification on the agenda submitted.

2. The references made in respect of the previous discussions taken by TC including the SOP's and guidelines drawn for the Private Land Policy, the same stands superseded by the decision taken in the 7th TC meeting held on 29.09.2022 w.r.t. Item No. 29/2022. It has already been decided that all the provisions of the regulations have to be adhered to in toto.

3. The eligibility criteria for an applicant to be considered under the Private Land Policy (PLP) is to be governed by the regulations dated 04.07.2018 and not as per the notification dated 23.12.2020 reg. fixation of charges.

4. The issue regarding sanctioning of plan for cases where there is existing unauthorized structure on site, is to be seen by the plan sanctioning authority, as per the private land policy and regulations.

5. In cases of approved sanctioned plans where no construction has been done and the building permit of the sanctioned plan has expired, as per para 2.21.1 of UBBL – 2016, the plan sanctioning authority shall accordingly examine the matter as per provisions under UBBL – 2016 and private land policy.

ANNEXURE-I

List of participants of 4th Technical Committee meeting for the year 2024 - 20.12.2024.

DELHI DEVELOPMENT AUTHORITY

1. Vice Chairman, DDA
2. Commissioner (LD), DDA
3. Commissioner (Plg.), DDA
4. Chief Architect, HUPW, DDA
5. Addl. Commr. (Plg.)- I , DDA
6. Addl. Commr. (Plg.)-IV, DDA
7. Addl. Commr. (Plg.)- II, DDA
8. Addl. Chief Architect, VC Office
9. Addl. Chief Architect, Rohini
10. Director (Plg.), Land Pooling
11. Director (Plg), Zone C & G
12. Director (Plg.), MPMR-I
13. Director (Plg.), MPMR-II
14. Director (Plg.), Rohini
15. Director (Plg.), Narela
16. Sr. Architect, Dwarka
17. Dy. Director (Plg.), Rohini

Representatives of the following Organizations have also attended the meeting:

1. Chief Town Planner, MCD
2. Senior Town Planner, MCD
3. TCPO
4. Delhi Fire Services
5. RLDA
6. PGCIL

दिल्ली विकास प्राधिकरण
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फोन : 011-23370507

ई. फाइल PLG/MP/0003/2024/F-1/[illegible]

दिनांक: 27.12.2024

बैठक का कार्य-वृत्त

विषय: Minutes of the 4th Technical Committee Meeting of DDA for the year 2024 held on 20.12.2024.

The 4th Technical Committee Meeting of DDA for the year 2024 was held on 20.12.2024 (Friday) at 05:00 P.M. under the Chairmanship of Vice Chairman, DDA in the Conference Hall at B-Block, 1st Floor, Vikas Sadan, I.N.A., New Delhi – 110023. The list of the participants is annexed. Please find enclosed herewith a copy of the minutes of the same for information and further necessary action.

शिखा सचदेव
27/12/2024
निदेशक (योजना),
एम.पी.एम.आर - II

To:

1. Vice Chairman, DDA
2. Engineer Member, DDA
3. Pr. Commissioner (Housing)
4. Pr. Commissioner (LM)
5. Pr. Commissioner (LD)
6. Commissioner (Plg.), DDA
7. Chief Planner, TCPO
8. Chief Architect, HUPW, DDA
9. Chief Architect, NDMC
10. Chief Engineer (Property Development), DMRC
11. Addl. Commr. (Plg.)-I, DDA
12. Addl. Commr. (Plg.)-II, DDA
13. Addl. Commr. (Plg.) – III, DDA
14. Addl. Commr. (Plg.)-IV, DDA
15. Addl. Commr. (Landscape), DDA
16. Secretary, DUAC
17. Chief Town Planner, MCD
18. Chief Architect (Delhi), CPWD
19. Dy. Commr. of Police (Traffic), Delhi
20. Land & Development Officer, (L&DO) Director, Fire Service, GNCTD

Special Invitees:

1. Additional Chief Architect, V.C. Office, DDA
2. Chief Manager, Powergrid Sikar Khetri Transmission ltd.
3. Joint General Manager-4, RLDA

Item No. 16/2024

Confirmation of the Minutes of 3rd Technical Committee meeting held on 10.07.2024. PLG/MP/0002/2024/F-1.

Since no observations/comments were received, the minutes of the 3rd Technical Committee held on 10.07.2024 were confirmed as circulated.

Item No. 17/2024

Proposal for allowing access to the Privately Owned Land Parcel bearing Khasra no. 268 Village Shahbad Daulatpur (Sector-26) Rohini from 60.0 mtr wide road through 30.0 mtr wide Green Belt of DDA in terms of the decision of 4th Technical Committee meeting of DDA held on 10.06.2019.
PLG/RZ/0004/2021/PLP/-AD(PLG-ROHINI)

The agenda was presented by Chief Town Planner, MCD and the following was discussed:

a. CTP, MCD informed that the matter has been discussed in the Layout Scrutiny Committee of MCD, and it was desired that the matter with respect to access road to the plot under reference may be taken up with DDA at the first instance.

b. The proposed 30 mt Zonal Development Plan road adjacent to the plot u/r, running perpendicular to the 60 mt ROW road (Bhagwan Mahavir Marg), is not feasible due to non-acquisition of private land parcels and surrounding unauthorized colony.

c. In order to facilitate the access to the plot u/r, road of 18 mt ROW from the plot u/r is proposed by the applicant connecting 60 mt existing Bhagwan Mahavir road. Part of the proposed 18 mt ROW road measuring 531.90 sq mt (18 mt x 29.55 mt.) approx. is passing through green belt (DDA land).

d. The proposed 18 mt access road is being allowed as a part of the already proposed 30 mt Zonal Plan road and accounting for the ground reality. In future for any new development in the adjoining plots, 30 mt. ROW road in the Zonal Development plan can be implemented by making provision of additional 12 mt road from the adjoining land adjacent to this 18 mt road.

In view of above, following was decided:

1. The proposed 18 mt road is part of 30 mt road as per the ZDP/MPD. The roads shown in the ZDP/MPD are indicative and actual alignment is as per feasibility and is implemented on site by the local body/road owning agency, and as such the above proposal is as per the ground reality.

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Relaxation of Ground Coverage (GC) For Hotel Plot no.3, Sector-10, City Centre (District Centre) Dwarka, Delhi, facing height restrictions from Airport Authority India (AAI) to achieve additional FAR as per MPD 2021.
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The agenda was presented by Sr. Architect, Dwarka and it was discussed that the current proposal cannot be linked with the approval granted for the hospitality district by DIAL. The Hotel site is part of a comprehensive scheme prepared by HUPW and the relaxation in ground coverage is being sought due to special circumstances i.e. site falling under air funnel zone thereby restricting the height as permissible under the MPD. After detailed deliberations, the proposal as per para 3.0 of the agenda item was approved w.r.t. relaxation of ground coverage as per MPD - 2021 for Hotel plot no 3, Sector-10, City Centre, Dwarka. However, all other development control norms including parking, shall be as per prevailing MPD norms.

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Proposal regarding NOC for alignment of 765KV D/C D/C Sikar-II Narela Transmission line in the Planning Zone N (NW District of Delhi-III) requested by Power Grid Corporation of India Ltd.(PGCIL).
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The agenda was presented by Addl. Commissioner (Plg) -I. After detailed deliberations, the Technical Committee approved the proposal for grant of planning permission, subject to the terms and conditions as contained in the proposal. The approval shall be subject to ascertaining by the Land Management Department of DDA that no DDA land is affected due to the above said proposal.

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Modifications in the 'Regulations for setting up of Fuel Stations on Privately owned Lands in NCT of Delhi' dated 08.03.2019.
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The agenda was presented by Addl. Commissioner (Plg.) - I. After detailed deliberations, the proposal contained in the agenda item was approved with the following modifications:

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Accordingly, the matter be placed before the Authority for its approval under Section 57 of DD Act, 1957.

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Request regarding Change of Landuse of 4.63 ha railway land from "Transportation' (Circulation-Rail)' to 'Residential' at Shakurbasti, Zone G.
PLG/0013/2022/-AD(PLG-ZONE G)AP-III

The agenda was presented by Member / Planning, RLDA. The issue of requirement of NOC in

view of the close proximity to the Ordinance Depot was deliberated. Officers of RLDA assured that there is no such requirement and pursuant to the discussions in the Technical committee have submitted the documents substantiating the same. A report of the Traffic Impact Assessment has also been submitted.

After detailed deliberations, the proposal for Change of Land Use as contained in the agenda item was approved subject to the examination of the Traffic Impact Assessment (TIA) report for the overall development planned by RLDA on entire railway land in Shakurbasti, Zone G.

Item No. 22/2024

Proposal for Change of Land Use of various land parcels to PSP & Commercial in sector G-2 / G-6, G-3 / G-4 & IFC in Narela Sub-City (Zone P-I).
PLG/MP/0005/2024/F-20/-O/o DIRECTOR (PLG) NARELA PROJECTS – Part (1)

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Item No. 23/2024

Clarification regarding the issues related to implementation of Regulations for Enabling the Planned Development of Privately Owned Lands.
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Representatives of the following Organizations have also attended the meeting:

1. Chief Town Planner, MCD
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3. TCPO
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5. RLDA
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No. PLG/MP/0005/2024/F-20/-O/o DIRECTOR (PLG)NARELA PROJECTS-Part(1) (Computer No. 880
PLG473/2024/O/o DY. DIRECTOR(PLG-GIS & ZONE D)

ANNEXURE - I

(1 OF 5)

Information w.r.t. MoUD's letter No. K-13011/3/2012-DD-IB, dated 07.04.2015:		
Sl. no.	**Information required**	**Status**
1	Whether the land is Government or private and who is the land owning agency?	DDA Land
2	On whose request the change of land use case or modification to MPD-2021 has been initiated?	1) For CLU from Residential to PSP: The CLU has been initiated by DDA to develop entire Sector of G-2, G-6 as Educational Hub for development of universities and colleges as per requirement. 2) For CLU from Commercial to PSP: The request was received from DDCA for allotment of 70 acres of land for building / commissioning a state-of-the-art stadium in Delhi with world class cricket facilities. In this regard, Joint Site Inspection was held, connectivity with major roads like UER-II, NH-1, etc. and accessibility with Airport were examined and accordingly, site was finalized for international level cricket stadium. 3) For CLU from PSP to Commercial: Since, IDGTUW is being allotted land in Sector G-2, G-6, therefore the Land Use of the already allotted land for which CLU which was earlier processed shall be reverted back to original Land Use, i.e., Commercial Land Use. 4) For CLU from Utility to Commercial: The CLU has been initiated by DDA to convert Utility (ESS) to Commercial for area abutting UER-I to realise full potential of the site.
3	Whether a responsible officer from DDA (give details) was deputed for inspection of site and a copy of inspection report be provided.	Yes
4	What is the public purpose proposed to be served by modification of MPD and/or change of land use?	To revitalize Narela Sub-City as Education Hub to provide facilities of

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ANNEXURE - I

(2 OF 5)

		Intranational level so that full potential of the land may be realized.
5	What will be the impact of proposal on the ZDP/MPD and whether the changes are in consonance with the approved plans and policies?	Yes
6	What will be proposal's impact/implications on general public e.g., Law and order etc.?	Social infrastructure (Education, sports, etc.) will be enhanced. Also, it will bring more job opportunities to the area, helping the local economy grow.
7	Whether any court cases are ongoing on the land mentioned in proposal? Full details be attached.	No (as per LM records)

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ANNEXURE - I

(3 OF 5)

Information w.r.t. MoUD's letter No. K-13011/3/2012-DD-I dated 04.09.2015:		
S.no.	**Information required**	**Status**
1	Back ground note indicating the current situation/provisions;	As a part of development of Narela Sub-City various uses such as residential, commercial, industrial, public and semi-public use, utilities, transportation etc. have been earmarked as per the approved Zonal Development Plan. Over a period of time these uses are not coming forthwith due to which the Narela Sub-City Project is not taking pace with development as envisaged. The Authority in its various meetings discussed strategies to revitalize the area. Also, requests of various universities and DDCA for allotment of land were received. Consequently, it was decided to transform Narela into an educational hub by allocating land to universities and providing international level cricket stadium in the area to stimulate job creation and business opportunities.
2	Whether similar proposals have earlier been considered by DDA/ Ministry and/or disposed, and if yes, when and how;	Yes. Change of Land Use for land parcels for various universities was placed before the Authority in its meeting held on 28.11.2024
3	What were the specific recommendations of the Authority with regard to the proposal;	Approved (MoM awaited) and matter processed for issuing Public Notice for inviting objections / suggestions as per Section 11-A of DD Act, 1957.
4	How and why the proposal was initiated;	Same as s.no. 1.
5	What are the pros and cons of the proposal, whether they have been carefully examined, and if yes, the outcome thereof;	The proposal will create more job opportunities and businesses. This will help grow the local economy and will attract more people to the area. Though the proposal requires modification in the Land Use plan of MPD-2021, it has been carefully examined and found correct.
6	What are the expected short-term and long-term outcomes if the proposal is approved and implemented;	A large inventory of both residential and commercial properties has remained unsold for a very long time. The proposal is expected to attract potential buyers. These developments will stimulate job creation and business opportunities and

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		will help boost the local economy for overall development of Narela Sub-city
7	How the proposal will benefit in the development and economic growth of the city;	The proposal will create more job opportunities and businesses. This will help grow the local economy and will attract more people to the area.
8	What are the provisions corresponding to the proposed policy / changes in other metropolitan cities in India and other countries, and if those provisions differ from the proposal then why are they not considered appropriate for Delhi;	NA
9	What will be the public purpose served by the proposed modification;	Public will be benefitted at large in respect of social infrastructure and creation of job opportunities.
10	What is the number of people/ families/households likely to be affected by the proposed policy;	No one will be affected as plots are vacant.
11	Whether the proposal is in consonance with the existing plans, laws, bye-laws, rules, etc.;	Yes
12	Whether the implementation of the proposal will require changes in certain rules, provisions of Master Plan, etc., and if yes, what action has been taken to bring about such changes;	Modification in Land Use plan of MPD 2021 and accordingly corresponding Layout Plans shall be modified / revised.
13	Whether the departments/ organizations/Ministries related with the proposal have been consulted and if yes, what were their views and how they were disposed;	It is as DDA Proposal only.
14	Whether the relevant guidelines/orders of DOP&T, Ministry of Finance and other nodal Ministries/Departments were taken into account while preparing and examining the proposal and;	NA
15	The name, designation and contact information of an officer of the level of Director or above who will be the nodal officer to be contacted by the Ministry regarding the proposal.	Neetu Randhawa Director (Plg.), Narela Project 11th Floor, Vikas Minar, IP Estate Delhi-110002

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ANNEXURE - I

(5 OF 5)

Information w.r.t. MoUD's letter No. K-13011/3/2012-DD-IB dated 17.06.2016:		
S.no.	**Information required**	**Status**
1	What is the change proposed in MPD-2021/Change of Land Use case?	Change of Land Use of 6 no. of plots from existing Land Use to proposed Land Use i.e. PSP & Commercial.
2	Why the change is proposed i.e., the context and justification?	To bring Land Use in the conformity with the proposed use.
3	With the proposed changes /amendments, who are going to be benefitted? A tentative statistics or details who will be benefitted should be given?	Students, Faculty, Sports enthusiasts, etc. as well as local public will be benefitted at large w.r.t to education and sports facilities, also creating job opportunities.
4	How they are going to be benefitted from the proposed amendment/ change?	Same as s.no. 3
5	Any other relevant statistics, details, information etc. which will be useful from the point of view of press release for information to the public at large shall also be given.	—

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ANNEXURE-II

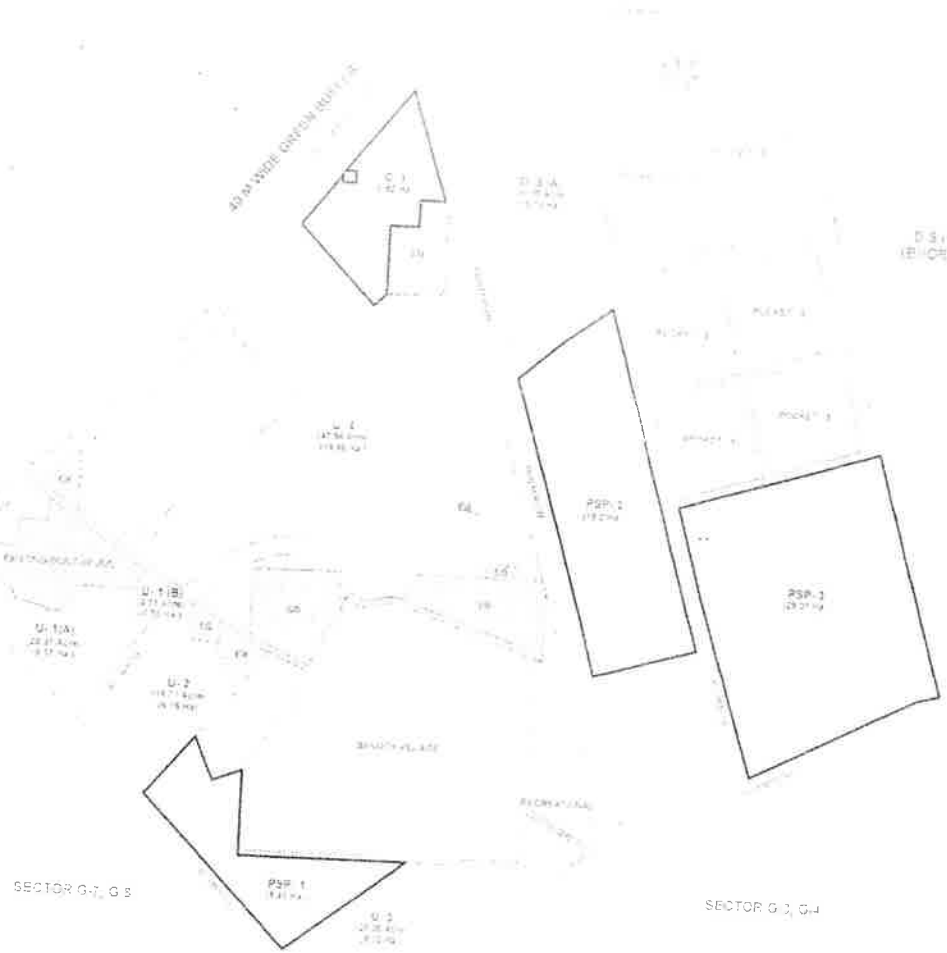


TABLE: PROPOSED CHANGE OF LANDUSE

PLOT NO.	EXISTING LAND USE AS PER MPD 2021	PROPOSED LAND USE	PLOT AREA (in Ha.)

CHANGE OF LAND USE OF LAND PARCELS IN SECTOR G-2, G-5 OF NARELA SUB-CITY

NARELA PROJECT

45

DRAFT COMPOSITE LAYOUT PLAN OF SECTOR G-3, G-4 OF NARELA SUBCITY



46

47

Modified Layout Plan of Integrated Freight Complex Narela Sub City



47

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ITEM NO. 66/2024

Sub: Proposed change of land use of railway land measuring 4.63 Ha located at Shakurbasti, falling in Planning Zone-G from 'Transportation (Circulation-Rail)' to 'Residential (RD)' under section 11 (A) of DD Act, 1957 for Group Housing Project.

F.No. PLG/0013/2022/-AD (PLG-ZONE G)AP-III)

SYNOPSIS:

- The issue is regarding utilization and development of Railway land measuring 4.63 Hac. located at Shakurbasti by RLDA for Group Housing Project.
- The matter was discussed in the Technical Committee held on 20.12.2024 **vide item No. 21/2024** for processing the change of land use from **'Transportation (Circulation-Rail)' to 'Residential (RD)'** in MPD-2021/ZDP of Zone-G under section 11 (A) of DD Act, 1957.
- The proposal was approved in the TC and is now placed for approval of the Authority for issuance of the public notice for inviting objections/suggestions from the public under section 11 (A) of DD Act, 1957.

1.0 BACKGROUND:

1.1. Rail Land Development Authority (RLDA) is a Statutory Authority under Ministry of Railways for development of railway land parcels entrusted to RLDA by the Railway Board, Govt. of India for the purpose of generating revenue by non-tariff measures.

1.2. In connection with the subject matter i.e., Development of Railway Land at Shakurbasti, a meeting was held between VC/DDA and VC/RLDA on 11.05.2023., Accordingly, the application for 'Change of land use of Railway land measuring 4.63 Hectare at Shakurbasti from 'Transportation' to 'Residential' has been forwarded to Planning Department, Zone-G.

1.3. Joint General Manager/ Project-4, RLDA vide letter no RLDA/2018/Coml./REUP/Shakurbasti /1736 (vol- I)/494 dated 24.07.2023 has forwarded the Agenda for the Technical Committee meeting w.r.t. the "Proposal Regarding Change of landuse from 'Railway' to 'Residential' in respect of Shakurbasti Railway Land."

1.4. Further, Planning Department vide letter dated 26.04.2024 requested RLDA to provide information regarding Services/Infrastructure (Sewerage, Solid Waste, Water Supply & Electricity). In response, an updated Technical Committee Agenda was sent by Joint General Manager/ Project-4, RLDA vide dated 18.06.2024 w.r.t. the "Proposal regarding change of land use from 'Railway' to 'Residential' (Area 4.63 Ha.) in respect of Shakurbasti Railway Land" along with the sought additional information.

1.5. Subsequently, the above agenda dated 18.06.2024 w.r.t. the "Proposal regarding change of land use from 'Railway' to 'Residential' (Area 4.63 Ha.) in respect of Shakurbasti Railway Land" was placed before Technical Committee Meeting on 20.12.2024 vide item no. 21/2024 for consideration.

2.0 DECISION OF THE 4TH TECHNICAL COMMITTEE MEETING HELD ON 20.12.2024 (ITEM NO.21/2024)

2.1. **Decision:**

"The agenda was presented by Member/Planning, RLDA. The issue of requirement of NOC' in view of the close proximity to the Ordinance Depot was deliberated. Officers of RLDA assured that there is no such requirement and pursuant to the discussions in the Technical Committee have submitted the documents substantiating the same. A report of the Traffic Impact Assessment has also been submitted.

After detailed deliberations, the proposal for Change of Land use as contained in the agenda item was approved subject to the examination of the Traffic Impact Assessment (TIA) report for the overall development planned by RLDA on the entire railway land in Shakurbasti, Zone-G."

The agenda of the Technical Committee meeting along with the decision is annexed as **Annexure-A.**

3.0 EXAMINATIONS

3.1 PROVISIONS OF MASTER PLAN (MPD-2021) AND ZDP OF ZONE G

i. As per Zonal Development Plan of Zone-G (prepared under MPD-2021), the site is located on Rohtak Road (NH-9) and the land use of the site in reference is "Transportation (Circulation-Rail)". (Annexure- B).

ii. As per the available records of Planning Department of DDA, there is no layout plan of the site under reference.

3.2 JOINT SITE INSPECTION

Joint site Inspection was carried out for the site u/r on 24.08.2023 by Director (Plg.)/C & G, AD (Plg.) and Plg. Asstt. of Zone-G along with officials of RLDA.

3.3 TOTAL STATION SURVEY (TSS)

Joint General Manager/ Project-I, RLDA vide letter dated 23.10.2023 has submitted the Total Station Survey (TSS) along with satellite image showing the site u/r. (Annexure-C)

3.4 LITIGATION STATUS UNDER SECTION 24(2) OF NEW LARR ACT, 2013

The concerning land parcel is clear of any litigation as informed by RLDA.

3.5 NOC FROM DEFENCE AUTHORITIES W.R.T PROXIMITY OF THE SITE WITH ORDINANCE DEPOT & TRAFFIC IMPACT ASSESSMENT STUDY

RLDA vide letter no RLDA/2018/ComL/Plg./Shakurbasti(Master Planning) /1736 (vol- I) dated 24.12.2024 clarified as the distance of the site from the existing boundary wall of the Ordinance factory, Shakurbasti is 468.53 mt. and as per the Ministry of Defence letter dated 23.12.2022. NOC is required form Defence Authorities for any constructions within 50 mt. radius of Defence Establishment, hence no obtaining of NOC is not applicable in the present case.

Vide the same letter dated 24.12.2024, Traffic impact Assessment Study is also submitted to understand the impact of the proposed development. (Annexure-D)

4.0 PROPOSAL

Based on the recommendation of the Technical Committee, the change of land use is proposed with the following details.

Location	Area (Ha.)	Existing Landuse as per MPD-2021/ZDP of Zone-G	Proposed Landuse as per MPD-2021/ZDP of Zone-G	Boundaries
Vacant Land of RLDA at Rohtak Road, Shakurbasti falling in Zone-G	4.63 Ha	'Transportation' (Circulation-Rail)'	'Residential'	**North:** Shakurbasti Railway Station **South:** Rohtak Road **East:** Railway vacant land **West:** Railway vacant land

(The location of the site proposed for Change of Land use marked in part Zonal Development Plan of Zone-G is annexes as Annexure-E)

5.0 RECOMMENDATION

The proposal stated at para 4.0 above is placed before the Authority for consideration and giving permission for inviting objections / suggestions from the public within a stipulated time period of 30 days as per provisions under Section 11(A) of DD Act-1957.

RESOLUTION

The proposal contained in the agenda item was approved. Public notice for inviting objections/suggestions be issued under Section 11-A of DD Act, 1957.

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दिल्ली विकास प्राधिकरण
दिल्ली विकास निगम
छठी मंजिल, विकास मीनार
आई पी एस्टेट, नई दिल्ली – ११०००२
फ़ोन नं : 011-23370507

ई. फाइल PLG/MP/0003/2024/F-1/116

दिनांक: 27.12.2024

बैठक का कार्य-वृत्त

विषय: Minutes of the 4th Technical Committee Meeting of DDA for the year 2024 held on 20.12.2024.

The 4th Technical Committee Meeting of DDA for the year 2024 was held on 20.12.2024 (Friday) at 05:00 P.M. under the Chairmanship of Vice Chairman, DDA in the Conference Hall at B-Block, 1st Floor, Vikas Sadan, I.N.A., New Delhi – 110023. The list of the participants is annexed. Please find enclosed herewith a copy of the minutes of the same for information and further necessary action.

निदेशक (योजना),
एम.पी.एम.आर - II
27/12/2024

To:

1. Vice Chairman, DDA
2. Engineer Member, DDA
3. Pr. Commissioner (Housing)
4. Pr. Commissioner (LM)
5. Pr. Commissioner (LD)
6. Commissioner (Plg.), DDA
7. Chief Planner, TCPO
8. Chief Architect, HUPW, DDA
9. Chief Architect, NDMC
10. Chief Engineer (Property Development), DMRC
11. Addl. Commr. (Plg.)-I, DDA
12. Addl. Commr. (Plg.)-II, DDA
13. Addl. Commr. (Plg.) – III, DDA
14. Addl. Commr. (Plg.)-IV, DDA
15. Addl. Commr. (Landscape), DDA
16. Secretary, DUAC
17. Chief Town Planner, MCD
18. Chief Architect (Delhi), CPWD
19. Dy. Commr. of Police (Traffic), Delhi
20. Land & Development Officer, (L&DO) Director, Fire Service, GNCTD

Special Invitees:

1. Additional Chief Architect, V.C. Office, DDA
2. Chief Manager, Powergrid Sikar Khetri Transmission ltd.
3. Joint General Manager-4, RLDA

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Item No. 16/2024

Confirmation of the Minutes of 3rd Technical Committee meeting held on 10.07.2024. PLG/MP/0002/2024/F-1.

Since no observations/comments were received, the minutes of the 3rd Technical Committee held on 10.07.2024 were confirmed as circulated.

Item No. 17/2024

Proposal for allowing access to the Privately Owned Land Parcel bearing Khasra no. 268 Village Shahbad Daulatpur (Sector-26) Rohini from 60.0 mtr wide road through 30.0 mtr wide Green Belt of DDA in terms of the decision of 4th Technical Committee meeting of DDA held on 10.06.2019.
PLG/RZ/0004/2021/PLP/-AD(PLG-ROHINI)

The agenda was presented by Chief Town Planner, MCD and the following was discussed:

a. CTP, MCD informed that the matter has been discussed in the Layout Scrutiny Committee of MCD, and it was desired that the matter with respect to access road to the plot under reference may be taken up with DDA at the first instance.

b. The proposed 30 mt Zonal Development Plan road adjacent to the plot u/r, running perpendicular to the 60 mt ROW road (Bhagwan Mahavir Marg), is not feasible due to non-acquisition of private land parcels and surrounding unauthorized colony.

c. In order to facilitate the access to the plot u/r, road of 18 mt ROW from the plot u/r is proposed by the applicant connecting 60 mt existing Bhagwan Mahavir road. Part of the proposed 18 mt ROW road measuring 531.90 sq mt (18 mt x 29.55 mt.) approx. is passing through green belt (DDA land).

d. The proposed 18 mt access road is being allowed as a part of the already proposed 30 mt Zonal Plan road and accounting for the ground reality. In future for any new development in the adjoining plots, 30 mt. ROW road in the Zonal Development plan can be implemented by making provision of additional 12 mt road from the adjoining land adjacent to this 18 mt road.

In view of above, following was decided:

1. The proposed 18 mt road is part of 30 mt road as per the ZDP/MPD. The roads shown in the ZDP/MPD are indicative and actual alignment is as per feasibility and is implemented on site by the local body/road owning agency, and as such the above proposal is as per the ground reality.

2. The proposal for provision of 18 mt road through green belt (DDA land) was agreed. The cost & modalities for DDA land i.e. 531.90 sq mt approx. or as per the actual area required for providing access as per ZDP, while handing over the possession shall be worked out by the Land Management wing in consultation with Finance Department of DDA. Accordingly, MCD to take up the matter with the Land Management wing of DDA.

Item No. 18/2024

Relaxation of Ground Coverage (GC) For Hotel Plot no.3, Sector-10, City Centre (District Centre) Dwarka, Delhi, facing height restrictions from Airport Authority India (AAI) to achieve additional FAR as per MPD 2021.
HUPW/CADW/0001/2024/COMM/-O/o SR. ARCHITECT(HUPW)-DWARKA ZONE

The agenda was presented by Sr. Architect, Dwarka and it was discussed that the current proposal cannot be linked with the approval granted for the hospitality district by DIAL. The Hotel site is part of a comprehensive scheme prepared by HUPW and the relaxation in ground coverage is being sought due to special circumstances i.e. site falling under air funnel zone thereby restricting the height as permissible under the MPD. After detailed deliberations, the proposal as per para 3.0 of the agenda item was approved w.r.t. relaxation of ground coverage as per MPD - 2021 for Hotel plot no 3, Sector-10, City Centre, Dwarka. However, all other development control norms including parking shall be as per prevailing MPD norms.

Item No. 19/2024

Proposal regarding NOC for alignment of 765KV D/C D/C Sikar-II Narela Transmission line in the Planning Zone N (NW District of Delhi-III) requested by Power Grid Corporation of India Ltd.(PGCIL).
PLG/LP/0001/2024/N/INFR-AD(PLG-LP/ZONE N)

The agenda was presented by Addl. Commissioner (Plg) –I. After detailed deliberations, the Technical Committee approved the proposal for grant of planning permission, subject to the terms and conditions as contained in the proposal. The approval shall be subject to ascertaining by the Land Management Department of DDA that no DDA land is affected due to the above said proposal.

Item No. 20/2024

Modifications in the 'Regulations for setting up of Fuel Stations on Privately owned Lands in NCT of Delhi' dated 08.03.2019.
PLG/MP/0003/2020/F-7/-O/o DY DIRECTOR (PLG)MP AND DC

The agenda was presented by Addl. Commissioner (Plg.) – I. After detailed deliberations, the proposal contained in the agenda item was approved with the following modifications:

1. In clause 3 (iv), the line "*The plot size for such fuel stations will be ....mother station as per requirement).*", be read as "*The plot size for such Fuel Stations shall be as per prevailing Master Plan.*".
2. In clause 3 (vii), the line "*For minor roads having ROW **from 6 m up to** 30 m - 50 m*", be read as "*For minor roads having ROW **from 3 m up to** 30 m - 50 m.*"

Accordingly, the matter be placed before the Authority for its approval under Section 57 of DD Act, 1957.

Item No. 21/2024

Request regarding Change of Landuse of 4.63 ha railway land from "Transportation' (Circulation-Rail)' to 'Residential' at Shakurbasti, Zone G.
PLG/0013/2022/-AD(PLG-ZONE G)AP-III

The agenda was presented by Member / Planning, RLDA. The issue of requirement of NOC in

view of the close proximity to the Ordinance Depot was deliberated. Officers of RLDA assured that there is no such requirement and pursuant to the discussions in the Technical committee have submitted the documents substantiating the same. A report of the Traffic Impact Assessment has also been submitted.

After detailed deliberations, the proposal for Change of Land Use as contained in the agenda item was approved subject to the examination of the Traffic Impact Assessment (TIA) report for the overall development planned by RLDA on entire railway land in Shakurbasti, Zone G.

Item No. 22/2024

Proposal for Change of Land Use of various land parcels to PSP & Commercial in sector G-2 / G-6, G-3 / G-4 & IFC in Narela Sub-City (Zone P-I).
PLG/MP/0005/2024/F-20/-O/o DIRECTOR (PLG) NARELA PROJECTS – Part (1)

The agenda was presented by Addl. Commissioner (Plg.) – II. After detailed deliberations, the proposal for Change of Land Use as contained in the agenda item was approved and recommended for further processing under Section 11A of DD Act, 1957.

Item No. 23/2024

Clarification regarding the issues related to implementation of Regulations for Enabling the Planned Development of Privately Owned Lands.
PLG/MP/0056/2021/F-15/-O/o DY DIRECTOR (PLG)MP AND DC

The agenda item was presented by Chief Town planner, MCD. The clarity has been sought in view of the decision taken in 6th Technical Committee meeting held on 27.07.2022. After detailed deliberations, the following was decided:

1. The Technical Committee is of the view that as the provisions in the regulations are self-explanatory, there is no requirement of any clarification on the agenda submitted.

2. The references made in respect of the previous discussions taken by TC including the SOP's and guidelines drawn for the Private Land Policy, the same stands superseded by the decision taken in the 7th TC meeting held on 29.09.2022 w.r.t. Item No. 29/2022. It has already been decided that all the provisions of the regulations have to be adhered to in toto.

3. The eligibility criteria for an applicant to be considered under the Private Land Policy (PLP) is to be governed by the regulations dated 04.07.2018 and not as per the notification dated 23.12.2020 reg. fixation of charges.

4. The issue regarding sanctioning of plan for cases where there is existing unauthorized structure on site, is to be seen by the plan sanctioning authority, as per the private land policy and regulations.

5. In cases of approved sanctioned plans where no construction has been done and the building permit of the sanctioned plan has expired, as per para 2.21.1 of UBBL – 2016, the plan sanctioning authority shall accordingly examine the matter as per provisions under UBBL – 2016 and private land policy.

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ANNEXURE-I

List of participants of 4th Technical Committee meeting for the year 2024 - 20.12.2024.

DELHI DEVELOPMENT AUTHORITY

1. Vice Chairman, DDA
2. Commissioner (LD), DDA
3. Commissioner (Plg.), DDA
4. Chief Architect, HUPW, DDA
5. Addl. Commr. (Plg.)- I , DDA
6. Addl. Commr. (Plg.)-IV, DDA
7. Addl. Commr. (Plg.)- II, DDA
8. Addl. Chief Architect, VC Office
9. Addl. Chief Architect, Rohini
10. Director (Plg.), Land Pooling
11. Director (Plg), Zone C & G
12. Director (Plg.), MPMR-I
13. Director (Plg.), MPMR-II
14. Director (Plg.), Rohini
15. Director (Plg.), Narela
16. Sr. Architect, Dwarka
17. Dy. Director (Plg.), Rohini

Representatives of the following Organizations have also attended the meeting:

1. Chief Town Planner, MCD
2. Senior Town Planner, MCD
3. TCPO
4. Delhi Fire Services
5. RLDA
6. PGCIL

दिल्ली विकास प्राधिकरण(Delhi Development Authority)
कार्यालय निदेशक (योजना) /office of Director (Planning)
क्षेत्रीय योजना-3 / योजना क्षेत्र - सी एवं जी
Area Planning-III / Zone- C & G
चौथी मंजिल, विकास मिनार, आई.पी.एस्टेट, नई दिल्ली-110002
Fourth Floor, Vikas Minar, I.P. Estate, New Delhi-110002
दूरभाष (Tel. No.): 23370239

आजादी का अमृत महोत्सव

मिसिल संख्या:- PLG/0013/2022/-AD(PLG-ZONE G)AP-III/D- 194 दिनांक: 04.12.2024

Planning Observations

विषय: **Request regarding Change of Landuse of 4.63 ha railway land from ''Transportation' (Circulation-Rail)' to 'Residential' at Shakurbasti, Zone-G**

सन्दर्भ: Letter no. RLDA/2018/Coml./ Plg. /Shakurbasti (Master Planning)/ 1736 (vol-I)/ 228 dated 18.06.2024

1. Joint General Manager/ Project-4, RLDA vide letter no RLDA/2018/Coml./REUP/Shakurbasti /1736 (vol- I)/494 dated 24.07.2023 has forwarded the Agenda for the Technical Committee meeting w.r.t. the "Proposal Regarding Change of landuse from 'Railway' to 'Residential' in respect of Shakurbasti Railway Land."
   a) Joint site Inspection was carried out for the site u/r on 24.08.2023 by Director (Plg.)/C & G, AD (Plg.) and Plg. Asstt. of Zone-G along with officials of RLDA.
   b) After the Joint Site Inspection, some error in the area of site u/r (i.e., 6.29 ha instead of 4.63 ha) for change of landuse has been observed in the agenda.
   c) As requested by Planning Department, Joint General Manager/ Project-4, RLDA vide letter dated 12.12.2023 has submitted the updated agenda with revised area (4.63 Ha.) incorporating Total Station Survey (TSS) along with satellite image showing the site u/r and other information.

2. Planning Department vide letter dated 26.04.2024 requested RLDA to provide information regarding Services/Infrastructure (Sewerage, Solid Waste, Water Supply & Electricity). In response, an updated Technical Committee Agenda was sent by Joint General Manager/ Project-4, RLDA vide dated 18.06.2024 w.r.t. the "Proposal regarding change of Landuse from 'Railway' to 'Residential' (Area 4.63 Ha.) in respect of Shakurbasti Railway Land" along with the sought additional information. **(Annexure-1)**

3. As per Zonal Development Plan of Zone-G (prepared under MPD-2021), the site is located on Rohtak Road (NH-9) and the landuse of the site in reference is "Transportation (Circulation-Rail)". As there is no Layout Plan available for the site u/r, the profile of the site admeasuring 4.63 Ha. as provided in the TSS by RLDA has been superimposed on the MPD-2021 & Zonal Development Plan of Zone-G (prepared under MPD-2021) and placed as **Annexure- 2.**

4. The said proposal is for 4.63 ha of land to be developed into group housing by RLDA with an intention *to 'creation of a housing society next to a metro station would connect people to major and prominent work centres and commercial centres of the city by public transport which will serve great public purpose'.*

5. **Proposal:**

The proposal submitted by RLDA for the change of landuse of land admeasuring 4.63 ha, from "Transportation (Circulation-Rail)" to "Residential" in existing MPD-2021 & Zonal Development Plan (ZDP) of Zone-G (prepared under MPD-2021) is as follows:

Location	Area (Ha.)	Existing Landuse as per MPD-2021/ZDP of Zone-G	Proposed Landuse as per MPD-2021/ZDP of Zone-G	Boundaries
Vacant Land of RLDA at Rohtak Road, Shakurbasti falling in Zone-G	4.63 Ha	'Transportation' (Circulation-Rail)'	'Residential'	North: Shakurbasti Railway Station South: Rohtak Road East: Railway vacant land West: Railway vacant land

Note: Refer Annexure-2

The above proposal is submitted to be considered for forthcoming Technical Committee Meeting.
Encl.: As Above

04/12/24
योजना सहायक /जोन- जी

04/12/2024
सह निदेशक(योजना)/जोन- जी

04/12/24
निदेशक(योजना)/जोन-सी एवं जी

रेभूविप्रा
भूमि से समृद्धि

सत्यमेव जयते

रेल भूमि विकास प्राधिकरण
Rail Land Development Authority
(रेल मंत्रालय, भारत सरकार का सांविधिक प्राधिकरण)
(A Statutory Authority under Ministry of Railways, Govt. of India)

No. RLDA/2018/Coml./ Plg. /Shakurbasti (Master Planning)/1736 (Vol - I) Dated: 18.06.2024 -228-

The Director Planning, C & G
Delhi Development Authority
Vikas Minar, I.P Estate,
New Delhi- 110002

Receipt Central Dy. No. 2185
Dated. 19/06/24
R.R.P. ... tion, Vikas Minar
D... ...opment Authority
Dealing Asstt.

Sub: Commercial Development of Railway Land at Shakurbasti – Regarding Application for Change in Land use.

Ref: DDA letter No. PLG/0013/2022/-AD(PLG-Zone G)AP-III/D-51 dated 26.04.2024.

1. In connection with above referred letter, the following information is hereby furnished: -

(a) Obtaining of Information from Service Providing Agencies. It is apprised that the letters to obtain concurrence from the service providers were written by RLDA. The reply received from Delhi Jal Board & Tata Power DDL is placed at Annexure I & II respectively. It is further qualified that the conditions stipulated in the concerned letters shall be followed appropriately while executing the project. It is also assured that RLDA will follow all due procedures and obtain all necessary permissions before the actual execution of the project. Additionally, RLDA is committed to paying all statutory charges associated with the project.

(b) Updation on Para 3 of Agenda. The corrections in S. No 12 of sub-heading (A) as well as updation in S. No 3 of sub-heading (B) of Para 3 of the Agenda as suggested has been incorporated. Accordingly, the revised Agenda is attached as Annexure III.

2. In view of the above, it is once again humbly requested that an early approval be granted which shall immensely assist RLDA in achieving the laid down targets by Niti Ayog and Railway Ministry.

(Amit Sharma)
Joint General Manager/Project – 4
18/6/24

Copy to:

1. Commissioner Planning - For kind information and consideration please.
2. Vice Chairman, DDA - For kind information please.

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Annexure-II

TATAPOWER-DDL

Ref No: TPDDL/NS&S/24-25/06

Dated: 30th May 24

Joint General Manager/Project-4
Unit No. 702-B, 7th Floor, Konnectus Tower- II,
DMRC Building, Ajmeri Gate,
New Delhi- 110002

Sub: Response to Letter No. RLDA/2018/Coml./Plg./Shakurbasti (Master Planning)/1736 (Vol-II) dated 03rd May 24

Dear Sir,

This is in reference to the subject letter received from your goodself, wherein permission is being sought from the service provider, as per your communication with DDA for change in land use.
We hereby submit that, the said area shall be processed for electrification in accordance with DERC Supply code & regulations.
The proposal shall be granted clearance to the Railway Land Development Authority (RLDA) for changing the land-use, contingent on the load applied and network availability at the time of application, in compliance with commercial and regulatory formalities.

Kindly treat it as our in-principle approval.

With Regards

Dushyant Kr. Tyagi
Chief (Network Services & Stores)
Tata Power-DDL

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1.6. With this as a backdrop, this proposal is being sent with respect to above referred land.

2.0 Examination:

2.1 **Provision in MPD-2021/ZDP/Layout Plan:**

The land under reference lies in Zone G (West Delhi I) and sub Zone G 10 (Madipur) under MPD 2021.

As per main Land Use Plan Map of MPD 2021, the site is marked in white colour and accordingly the legend indicated urbanisable area (**Annexure IA**).

Also the concerned site is marked in white colour in the Zonal Development Plan for Zone G with no dedicated legend to define the land use of the area (**Annexure IB**).

Further as per Land Use Plan of Zone G, the site is marked as Railway Station and Yards (**Annexure IC**).

In accordance to Draft Land Use Plan for Delhi 2041, the land use of the site is 'T2 Terminal/ Depot/ Yard-Rail/ MRTS/ BUS/ Truck' (**Annexure ID**).

Annexure I A to D Site duly marked on relevant maps as stated above.

2.2 **Site Visit Inspection Report:** Presently, the land under reference is vacant. The joint site visit by representatives of RLDA & DDA was carried out on 23.08.2023.

Annexure II Site Inspection Report - Survey plan of the site by TSS showing plan showing existing trees, railway line, nearby roads, contours etc) and site duly superimposed on the Google Map are placed at **Annexure II A & II B** respectively.

2.3 **Any Other information such as Land Status/ Legal status of Land / Any Court Case against the land under reference.** The land belongs to Ministry of Railways and it has been entrusted to RLDA vide letter No/ 2017/LML-II/2/4 (103) dated 02.04.2018. The initial entrustment was revised vide Ministry of Railways letter No/ 2020/LML-II/2/3 (146) dated 13.10.2022.

Annexure III - Copy of the initial entrustment letter and subsequent revision in land entrusted are placed at **Annexure III A & III B respectively**.

2.4 **Status related to Natural Conservation Zone (NCZ), Natural features such as water bodies etc./ If the site is covered under any other statutory provisions like NMA etc.** - There is no such feature.

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5.	What are the pros and cons of the proposal whether they have been carefully examined and if yes, the outcomes thereof?	**Pros:** (a) The site is accessible from Old Rohtak Road NH 9 and Madipur Metro Station just lies in front of the site. (b) The area in the vicinity of the site is primarily residential. (c) The site has major commercial centers located within 5km radius. (d) Hence, the site provides an excellent opportunity for residential. Close proximity of the site to Madipur Metro Station will reduce traffic burden on adjoining roads. (e) Further, the site is presently lying vacant and is highly prone to encroachment/ unauthorized development. **Cons:** None.
6.	What are the expected short term and long term outcomes if the proposal is approved and implemented?	The proposed development will harness the potential of providing much needed residential accommodation adjacent to the metro station and it will encourage people to travel by metro and will contribute towards reducing traffic burden on surrounding roads.
7.	How the Proposal will benefit in the development and economic growth of the city?	Optimal utilisation of the land parcel would create economic opportunities near major metro network which will boost economic growth of the catchment area.
8.	What are the provisions corresponding to the proposed policy/change in other metropolitan cities in India and other countries, and in those provisions differ from the proposal then why are they not considered appropriate for Delhi?	Not Applicable

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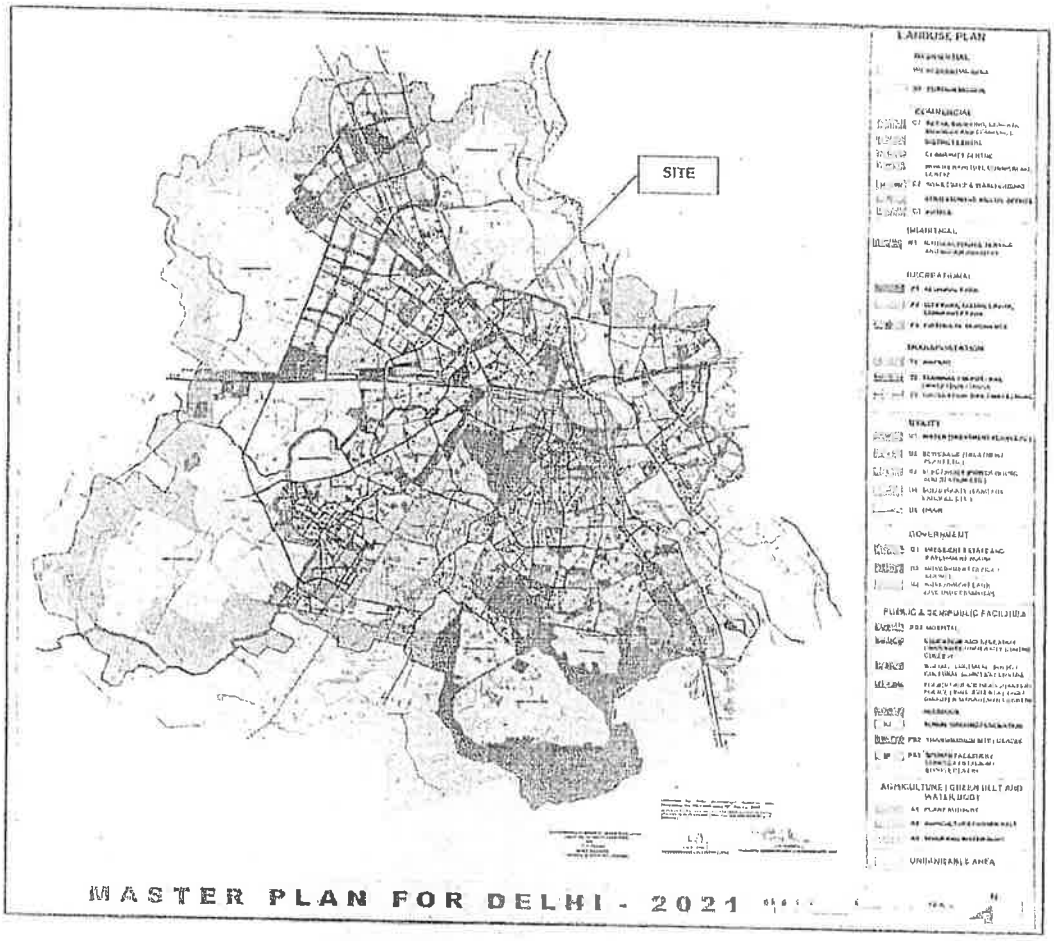
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B. As per MoUD letter Dated 07.04.2015		
1.	Whether the land is government or private, and who is the land-owning agency?	Ministry of Railways, Government of India.
2.	On whose request the change of land use or modification to MPD-2021 has been initiated?	RLDA
3.	Whether a responsible officer from DDA (give details) was deputed for inspection of the site and a copy of the inspection report be provided.	Smt. Alka Arya, Director (Plg.) Zone-C & G, DDA Email id: alka.arya115@dda.gov.in
4.	What is the public purpose proposed to be served by modification of MPD and/or change of land use?	Creation of a housing society next to a metro station would connect people to major and prominent work centers and commercial centers of the city by public transport which will serve great public purpose.
5.	What will be the impact of the proposal on ZDP/MPD and whether the changes are in consonance with the approved plans and policies?	The proposal pertains to the optimum utilization of Govt. Land and is in accordance to the existing provisions of MPD 2021.
6.	What will be the proposal's impact/implications on the general public e.g. Law & order etc?	The proposal shall have a positive impact.
7.	Whether any court cases ongoing on the land mentioned in the proposal? The full details are to be attached.	The concerning land parcel is clear of any litigation.

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Annexure IA

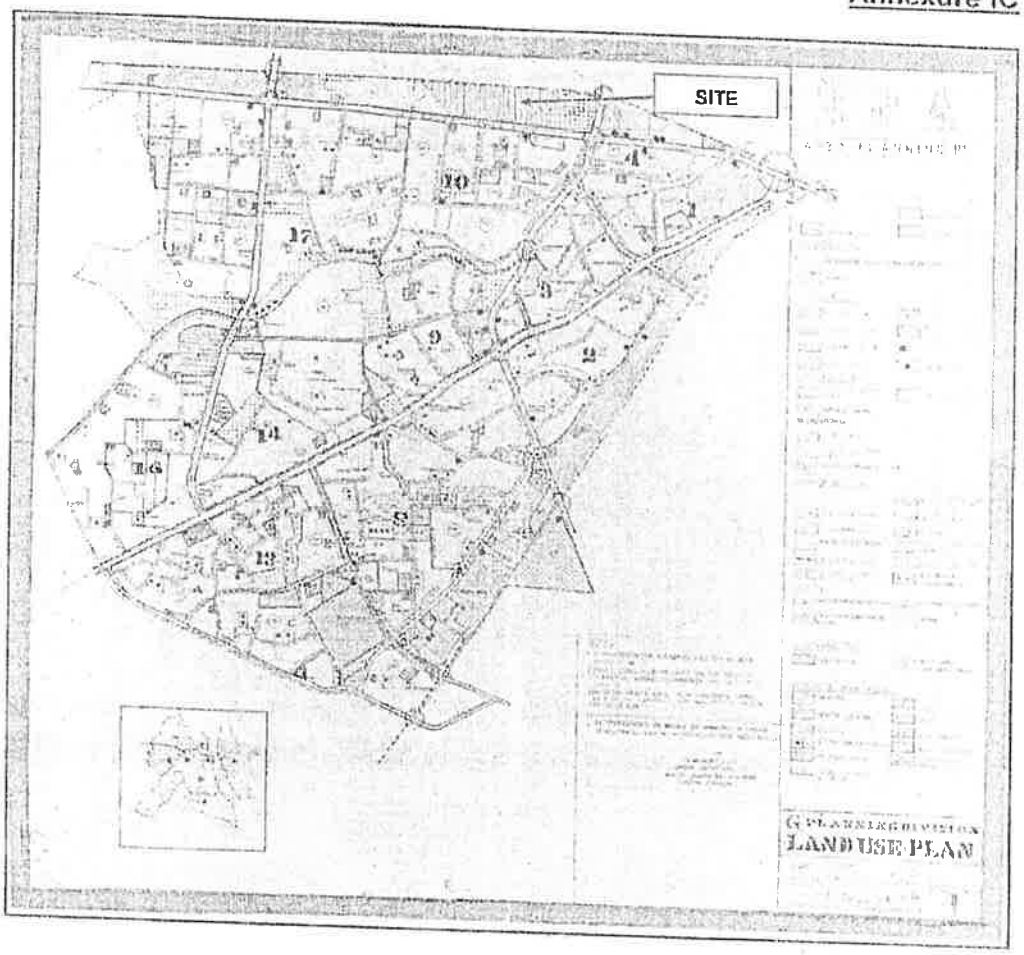


Site duly marked on Land Use Plan as per MPD - 2021

61

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Annexure IC

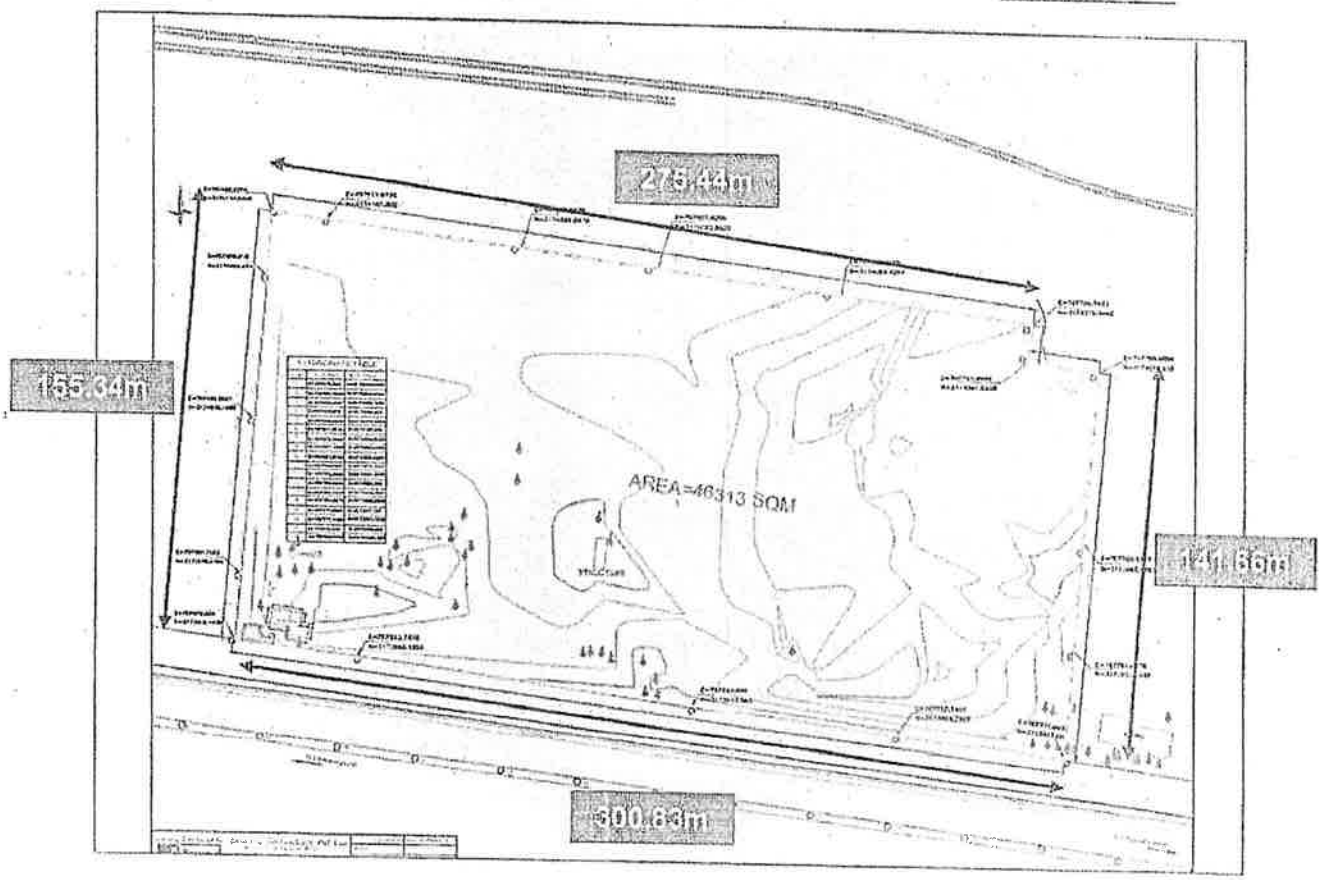


Site duly marked on Land Use Plan for Zone G

62

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Annexure IIA



Site Survey Plan

63

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Annexure IIIA

Extra Copy (1)

Government of India
Ministry of Railways
(Railway Board)

New Delhi, dated 02.04.2018

The CAO
Rail Land Development Authority, (RLDA)
Near Safdarjung Railway Station,
New Delhi - 110 023

Sub: Entrustment of site for commercial development by RLDA.

Ref: 1. RLDA's letter No.RLDA/2018/Comm-MEC/BD/New Sites/101 dated 16.02.2018.
2. NR's letter No. 196-W/3143/Land Dated 16.02.2018.

In terms of Section 4(D)(2)(ii) of Railways Act, 1989 and Clause 5 of the Rail Land Development Authority (Constitution) Rules, 2007, Ministry of Railways has decided to entrust the site mentioned below to RLDA for commercial development.

S. No.	Name of site	Railway	Area (in Ha.)
1	Shakurbasti (Old Rohtak Road), Delhi	NR	17.90

Site Code:- 0311 07 01

The Authority is hereby assigned and authorized to discharge the functions as provided under Section 4(D)(2)(ii) of Railways Act, 1989 to exercise powers as provided under Section 4E of Railways Act, 1989, and Rail Land Development Authority (Constitution) Rules, 2007.

The Authority should take necessary action to collect relevant documents and other details from the concerned Zonal Railway. The Zonal Railway is also requested to extend all co-operations to the Authority in furnishing the relevant documents pertaining to the above mentioned site.

Kindly acknowledge receipt of this letter.

(Chander Shekhar)
Joint Director/L&A
Railway Board

Copy to:

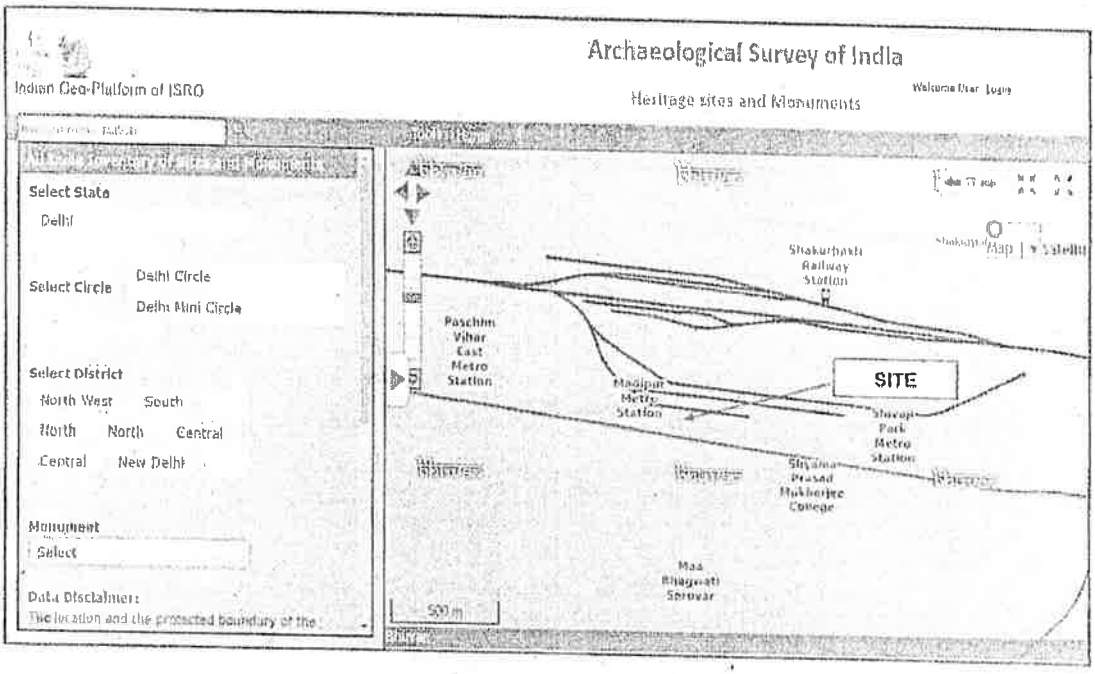
The Chief Engineer, Northern Railway, New Delhi - in reference to their above mentioned letter at (1) for making available all relevant documents to RLDA.

Initial entrustment letter dated 02.04.2018

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Annexure IV



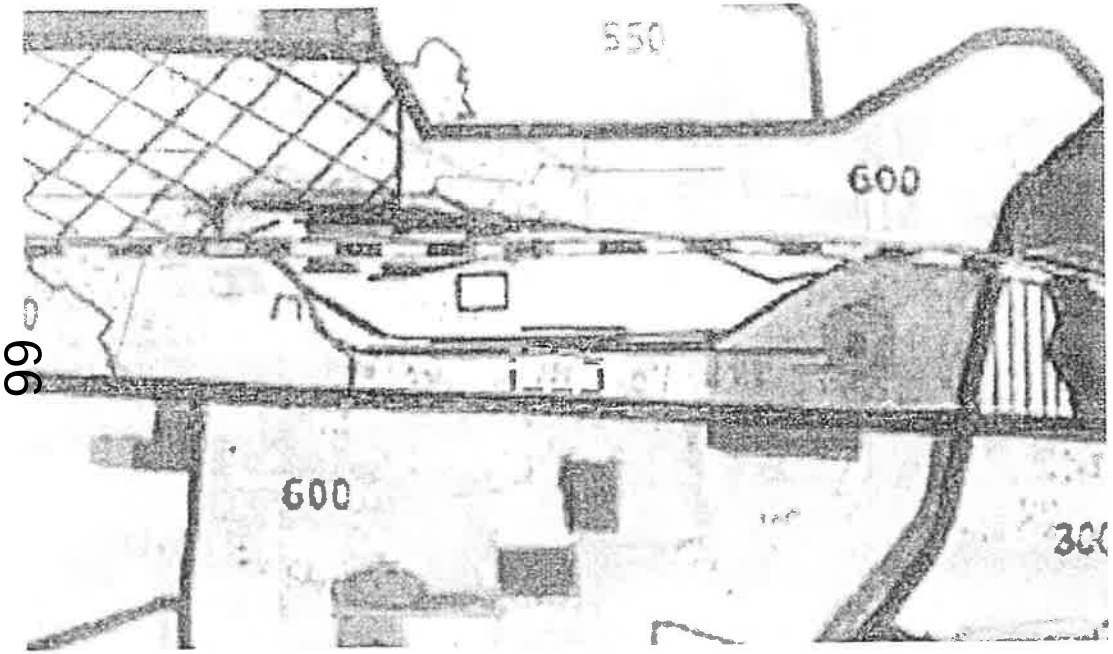
Site duly marked on NMA Map

165

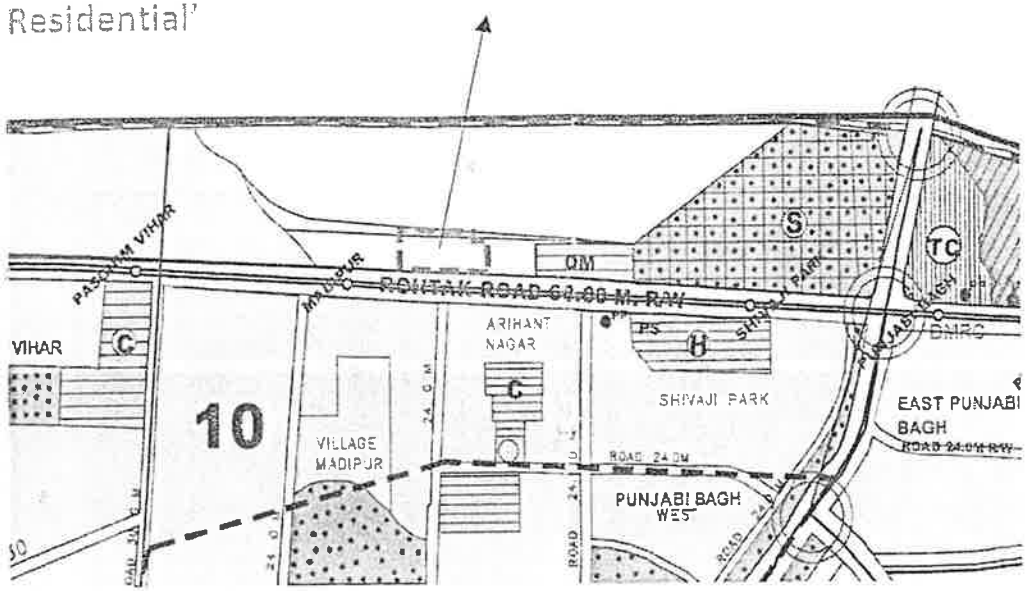
Generated from eOffice by CHEEKATLA NAGA MALLIKA, PLG ASSTT-CNM(ZONE G)AP-III, PLANNING ASSISTANT, DDA on 21/11/2024 12:19 PM

ANNEXURE-B

'entative location of site u/r marked on MPD-2021



Tentative location of the site u/r admeasuring 4.63 Ha. marked on ZDP of Zone-G (prepared under MPD-2021) for change of landuse from 'Transportation (Circulation-Rail) to Residential'



रेल भूमि विकास प्राधिकरण
Rail Land Development Authority
(रेल मंत्रालय, भारत सरकार का सांविधिक प्राधिकरण)
(A Statutory Authority under Ministry of Railways, Govt. of India)

Annexure- C

No. RLDA/2018/Coml./ Plg. /Shakurbasti (Master Planning)/1736 (Vol - I) Dated: 23.10.2023

The Director Planning, C&G
Delhi Development Authority
Vikas Minar, I.P Estate,
New Delhi- 110002

Sub: Commercial Development of Railway Land at Shakurbasti: Regarding submission of survey details.

Ref: (i) RLDA/2018/Coml./ REUP/Shakurbasti/1736/Vol – I dated 24.07.2023

(ii) Your mail dated 29.08.2023.

1. Pursuant to the meeting held between VC/DDA and VC/RLDA on 11.05.2023, application for change in land use from 'Railway' to 'Residential' in respect of Shakurbasti was forwarded vide letter under reference (i) above. Consequently, the site visit was carried out by the concerned DDA officials on 23.08.2023.

2. As intimated vide mail dated 29.08.2023, the survey details were sought by DDA. Accordingly, the survey details by TSS showing existing trees, built-up area, entry, railway line, nearby roads etc. and the google images with coordinates for the subject site are enclosed as per Annexure I & II attached.

3. For your kind consideration and action please.

DA: As above

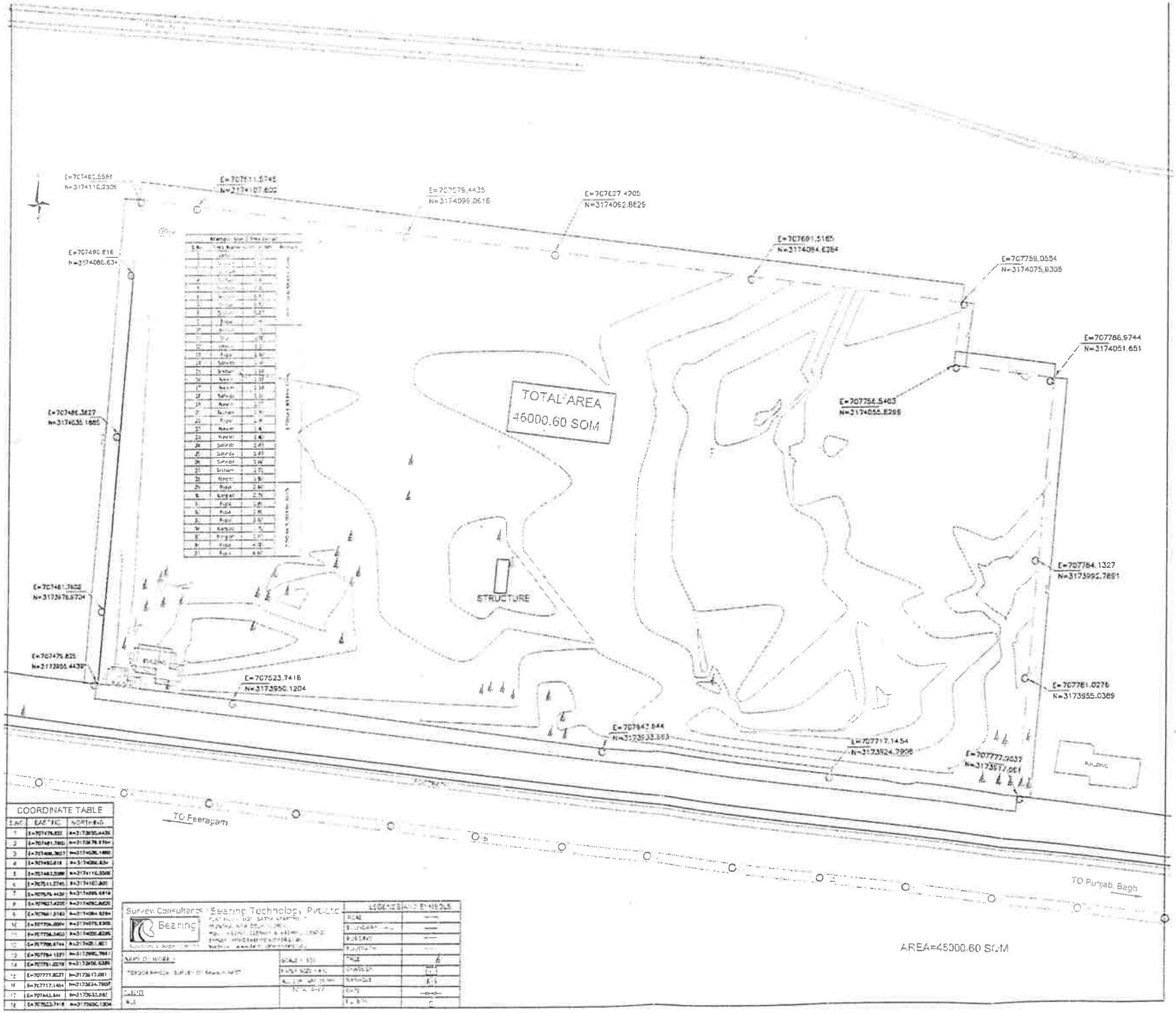
(Amit Sharma) 23/10/23
Joint General Manager/Project – 4

Copy to:

1. Commissioner Planning - For kind information and consideration please.
2. Vice Chairman, DDA - For kind information please.

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COORDINATE TABLE		
LINE	EASTING	NORTHING
1	E=707475.825	N=3173955.4439
2	E=707481.7602	N=3173978.6704
3	E=707486.3627	N=3174035.1685
4	E=707490.616	N=3174086.634
5	E=707462.5556	N=3174110.2505
6	E=707511.5745	N=3174107.8202
7	E=707579.4435	N=3174099.0616
8	E=707627.4205	N=3174092.8629
9	E=707691.5165	N=3174084.6264
10	E=707759.0554	N=3174075.8305
11	E=707786.9744	N=3174051.651
12	E=707756.5403	N=3174055.8288
13	E=707784.1327	N=3173992.7891
14	E=707781.0276	N=3173955.0389
15	E=707777.9037	N=3173872.051
16	E=707717.1454	N=3173824.7908
17	E=707642.844	N=3173833.863
18	E=707523.7416	N=3173950.1204

Survey Consultants: Bearing Technology Pvt. Ltd.

Annexure - II



GOOGLE MAP SHOWING SITE - SHAKURBASTI PART 'B'

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393
24/12/2024

Rajasthan Land Development Authority
Jaipur

RLDA/Coml./Plg./Shakurbasti (Master Planning)/1736 (Vol - I) Dated: 24.12.2024

To,
Vice Chairman,
Delhi Development Authority,
Vikas Sadan, INA,
New Delhi-110023

Regd. Post Dy. No. 1977
Date 24/12/24

Sub: Proposed Land Parcel 'B' (4.63ha) at Shakurbasti - Regarding Change in Land Use to Residential.

Ref: (i) RLDA letter No. RLDA/2018/Coml./ Plg /Shakurbasti (Master Planning)/1736 (Vol - I) dated 12.12.2023, 16.02.2024, 18.06.2024 & 07.11.2024

(ii) DDA letter No. PLG/0013/2022/-AD(PLG-Zone G)AP-III/D-51 dated 30.04.2024.

(iii) Meeting Notice as issued vide DDA letter No. Plg/MP/0003/2024/F-1/O-C/o Deputy Director (Plg)MP and DC/114 dated 19.12.2024.

Further to the letter referred at (iii) above and the proceedings of the TC meeting held on 20.12.2024.

During the meeting, two key compliances were identified as prerequisites for processing the case further and for grant of CLU. These include securing a No Objection Certificate (NOC) from the defence authorities and submission of Traffic Impact Assessment Study. Specifics of these requirements are elaborated upon in the succeeding paragraphs.

MOC from Defence Authorities.

(a) This issue emerged due to the proximity of the site to the defence establishment i.e. Ordnance Factory Shakurbasti.

(b) Kind attention is hereby drawn *to **Ministry of Defence letter No. F.11026/20/2011/D (Lands) dated 23.12.2022 (Annexure I) under which the Guidelines for issue of NOC for building constructions** has been issued*

(c) According to Para 2(ii) of the above mentioned letter, it is stated that for *any **construction within 50m radius of defence establishments listed** at **Annexure A requires coordination and NOC from the defence authorities.***

(d) ***Delhi is listed at Sr.No 45 on Page 5 of Annexure A*** (of the above referred letter) wherein the defence establishments/ installations under management of Army where security restrictions apply upto 50m from the outer wall of such defence establishments/ installations have been mentioned.

(e) In the present case, ***minimum distance between railway land parcel B and the existing boundary wall of the ordnance factory, Shakurbasti is 468.53m***. The sketch depicting the same is attached as **Annexure II**. The GPS coordinates have been provided for authenticity.

(f) ***Apropos, it is stated obtaining of NOC from defence authorities is not applicable in the present case***.

4 Traffic Impact Assessment Study.

(a) Traffic Impact Assessment (TIA) study has been done by M/s Unitrans Mobility Solution. The concerned report is attached as **Annexure III**.

(b) It is pertinent to mention here that the impact due to the proposed development at site is negligible on the traffic.

5 In view of the above, it is requested that the change in land use be granted at the earliest. It shall immensely assist RLDA in achieving the laid down monetisation targets by Niti Ayog and the Ministry of Railways.

24/12/19

(D K Pandey)
General Manager/Project– 3

Copy to:

1 Commissioner Planning - For kind consideration.
2 Director Planning, C & G - For information and action please.

Annexure-1
(Ref Para 3(b) of
letter dated 29-12-23)

No.F. 11026/20/2011/D(Lands)
Government of India
Ministry of Defence

New Delhi, dated 23rd December,2022

To

The Chief of Army Staff
The Chief of Air Staff
The Chief of Naval Staff

Subject: Guidelines for issue of 'No Objection Certificate (NOC) for building constructions' – regarding

Reference circular of even number dated 18.05.2011 read with amendments issued vide circular of even number dated 18.03.2015 & 17.11.2015 and NoC guidelines issued vide MoD letter dated 21.10.2016 regarding grant of No Objection Certificate (NOC) from the Local Military Authority (LMA) for construction of buildings in vicinity of defence establishments.

2. In supersession of above guidelines, fresh guidelines for issue of NOC for construction in vicinity of defence establishments are laid down as under:-

i. In places where local municipal laws require consultation with the Station Commander before a building plan is approved, the Station Commander may convey its views after seeking approval from next higher authority not below the rank of Brigadier or equivalent within four months of receipt of such requests or within the specified period, if any, required by law. Objection / views / NOC will be conveyed only to State Government agencies or to Municipal authorities, and under no circumstances shall be conveyed to builders / private parties.

ii. Where the local municipal laws do not require, yet the Station Commander feels that any construction coming up within 50 meter radius of defence establishment which are listed at Annexure A, is a security hazard, it should refer the matter immediately to its next higher authority in the chain of its command. In case the next higher authority is also so convinced, then the Station Commander may convey its objection / views to the local municipality or State Government agencies. In case the Municipal Authority / State Government do not take cognizance of the said objection, then the matter may be taken up with the higher authorities, if need be through AHQ / MoD. Provided that :-

a) For all other defence establishment not listed at Annexure A, the said prescribed distance shall be 100 meter (for multistoried building of more than four storey, the distance shall be 500 meter) from the periphery;

b) In such defence establishments not listed at Annexure A, wherever buildings / structure of four storeys or more already exist within 500 metres of the periphery of any Defence establishment and the construction proposed is in the line with or behind i.e. in the shadow or shield of such building / structure, the State Government / Municipal Corporation may, after obtaining comments from the LMA and giving due consideration to the same, decide whether to approve such proposals or not. LMA shall give his comments within a period of 30 days from the date of receipt of a reference from the State Government / Municipal Corporation.

iii. NoC from LMA/defence establishment would not be required in respect of a construction for which permission had been issued by the competent authority prior to 18.05.2011. However, this proviso shall not apply to any amendment to said construction permission with regard to height, if such amendment has been allowed after 18.05.2011.

iv. Objection / views / NOC shall not be given by any authority other than Station Commander to the local municipality or State Government agencies and shall not be given directly to private parties / builders under any circumstances.

v. NOC once issued will not be withdrawn without the approval of the Service HQrs. However, MoD reserves the right to review any NoC granted by the Station Commander and pass such order thereon as deemed fit.

vi. These instructions will not apply where constructions are regulated by the provisions of the existing acts / notification viz., Cantonments Act, 2006, Air Craft Act, MoCA, 1934, Gazette Notification SO 54(E) dated 14.01.2011 (as revised from time to time), Works of Defence Act, 1903, etc. In such cases provisions of the concerned Act / Notification will continue to prevail.

(Sharmistha Maitra)
Dir (Lands)
Tele: 23017227

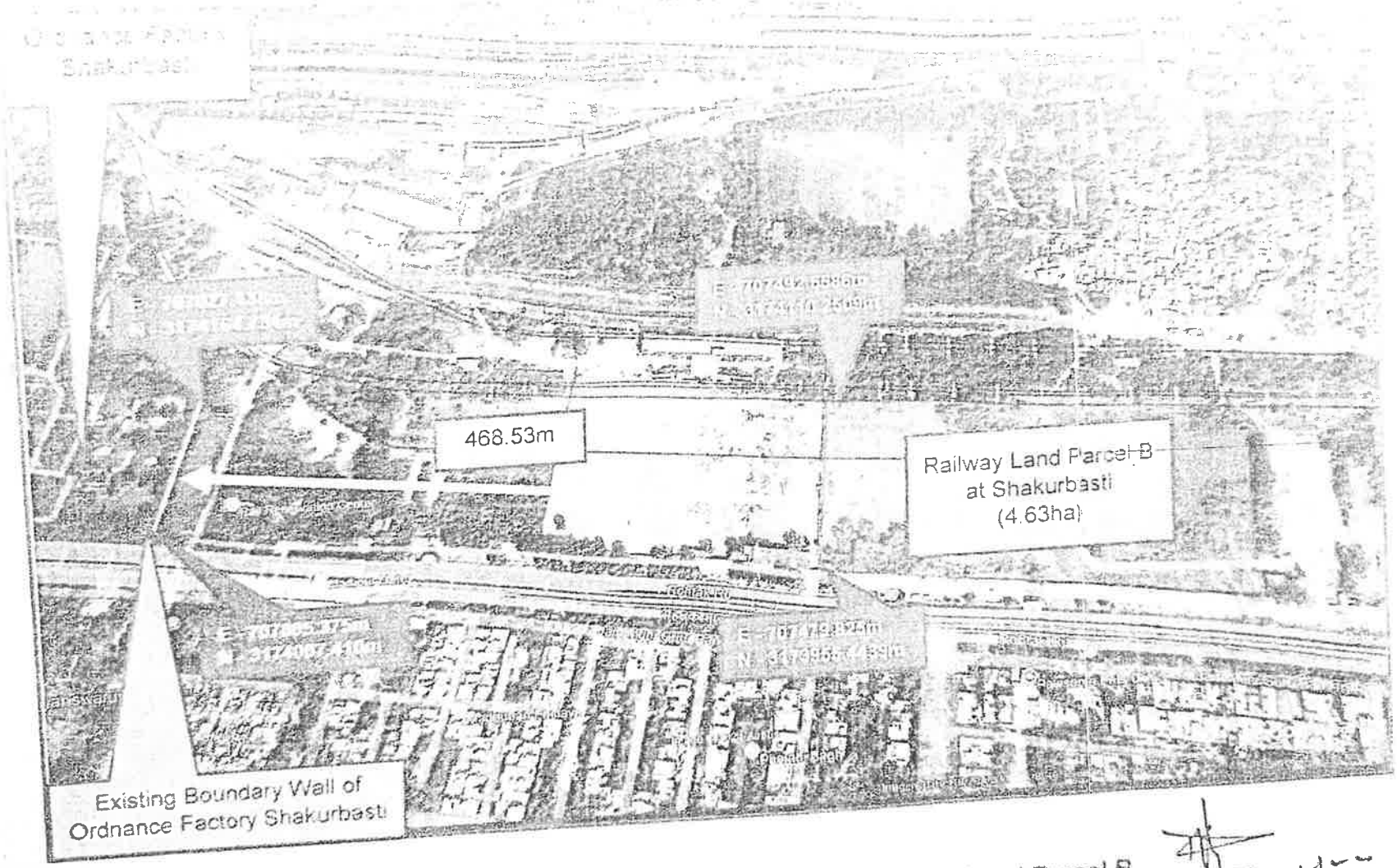
Copy to :-

1. DG, DGDE, New Delhi
2. CC(R&D), DRDO, New Delhi
3. Coast Guard HQ
4. CGDA
5. DGQA

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	Ammunition Storage		
35.	Godamghat	Sonitpur	Assam
36.	Phulbari	Sonitpur	Assam
37.	Tezpur (Including Mission Charali, Chandpur Enclave, Dihingiya, Bebija, Hatigaon, Solamara, Bihuguri, Laxam Marg & Halleswar)	Sonitpur	Assam
38.	Lokhapani	Tinsukia	Assam
39.	Hatigor Less Ammunition Storage	Udalguri	Assam
40.	Gaya	Gaya	Bihar
41.	Katihar Less Ammunition Storage	Katihar	Bihar
42.	Muzaffarpur	Muzzfiarpur	Bihar
43.	Danapur	Patna	Bihar
44.	Raipur	Raipur	Chattisgarh
45.	Delhi	New Delhi	Delhi
46.	Panaji (Including Bambolim, Ponda & Madgaon)	North Goa	Goa
47	Ahmedabad Less Ammunition Storage	Ahmedabad	Gujarat
48.	Gandhinagar Less Ammunition Storage	Gandhinagar	Gujarat
49.	Jamnagar	Jamnagar	Gujarat
50.	Bhuj Less Ammunition Storage	Kutch	Gujarat
51.	Gandhidham	Kutch	Gujarat
52	Dharangadhra Less Ammunition Storage	Surendranagar	Gujarat
53.	Vadodara (Including Old Vadodra Cantt, Cutram Lines, Village Harni, Lancer lines, Lalbaugh Road & Makarpura)	Vadodra	Gujarat
54.	Ambala	Ambala	Harayana
55.	Gurgaon	Gurgaon	Harayana
56	Hisar Less Ammunition Storage	Hisar	Harayana
57.	Kalka	Panchkula	Harayana
58	Chandimandir	Panchkula	Harayana
59	Bakloh	Chamba	Himachal Pradesh
60.	Dalhousie	Chamba	Himachal Pradesh

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Sketch Depicting Minimum Distance between Railway Land Parcel B
&
Existing Boundary of Ordnance Factory at Shakurbasti

TRAFFIC STUDY

DEVELOPMENT OF RAILWAY LAND AT LAND PARCEL "B", SHAKUR BASTI DELHI

23. 12. 2024

Final Report

UNITRANS MOBILITY
SOLUTIONS

Report Contents

1 Project Background and Site Overview

2 Existing Site Situation Analysis

3 Traffic Survey Analysis and LOS

4 Demand Estimation

5 Key Concerns and Suggestions and Conclusion

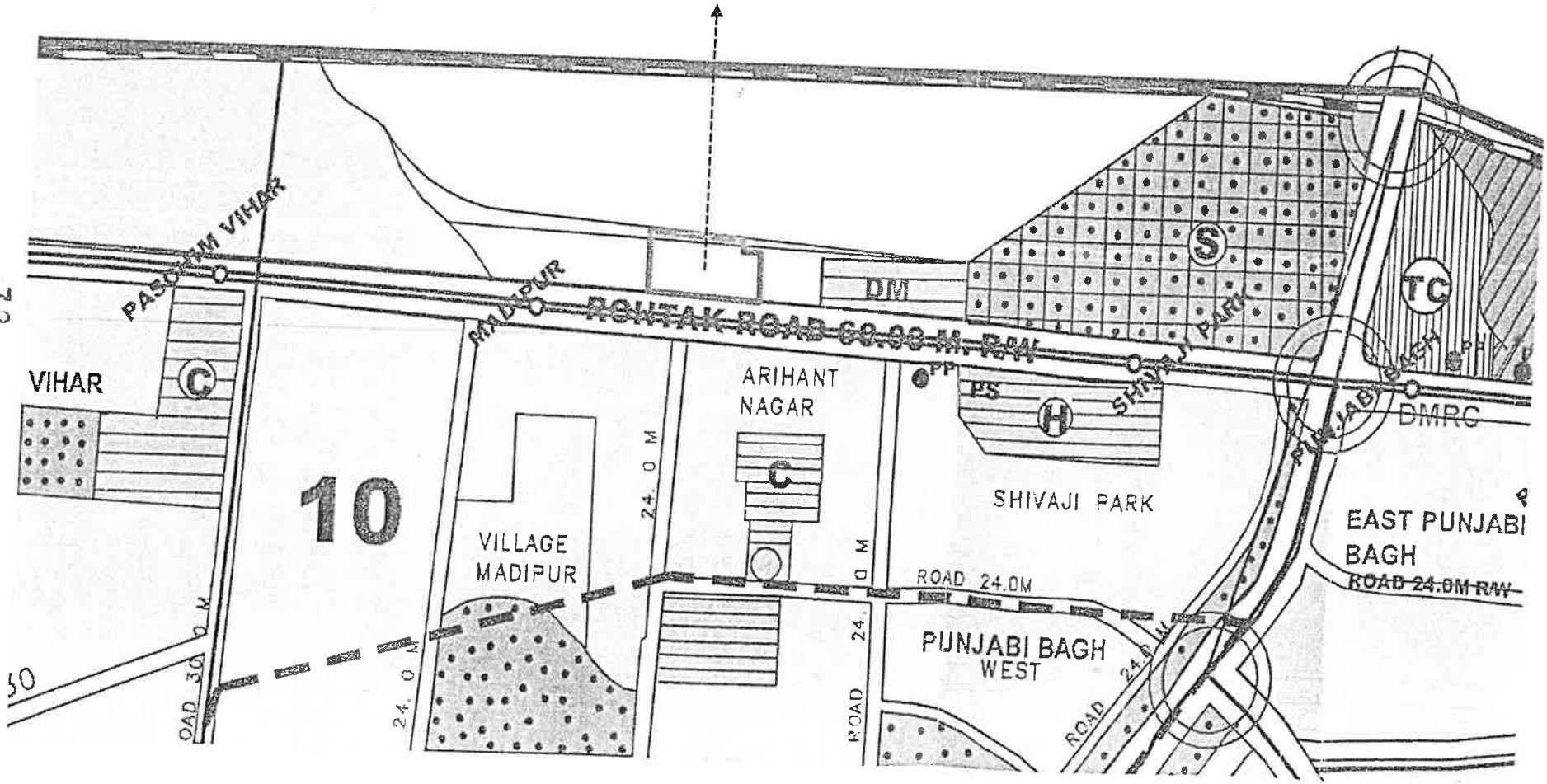
Proposal

Part copy of Zonal Development Plan of Zone ed under MPD-2021)

ANNEXURE-E

SHAKURPUR

:-H *Tentative location of the site measuring 4.63 Ha. marked on ZDP of Zone-G (prepared under MPD-2021) for change of landuse from 'Transportation (Circulation-Rail) to Residential'*



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ITEM NO. 67/2024

F.No. E/312/0002/2022/CGHS/DW-JANTA II

Subject: Proposal for policy guidelines to be followed by Developer Entities (DEs) for disposal of EWS units developed by them

I. Introduction:

With regard to disposal of EWS dwelling units in Group Housing Society built by Developer Entities (DEs), norms have been provided in "Chapter 4: Shelter; Para 4.4.3.B Residential Plot- Group Housing" in MPD-2021 which reads as under:

> "*(v)...**Remaining 50% of DUs developed by DE to be sold to the eligible beneficiaries identified by DDA/local bodies as per DDA policy**. These can be developed by DE at an alternate nearby site. Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard, by Govt./DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. **The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is sold/transferred to the eligible beneficiaries identified by DDA/local bodies at the rates prescribed by DDA.**"*

A number of private developer entities have approached DDA for disposal of their 50% of EWS dwelling units in accordance to the aforementioned norms. However, absence of a comprehensive policy of DDA dealing with all aspects of the issue has proved to be a deterrent for taking up the cases of these developer entities. To adequately take care of such request, there needs to be a policy in place for smooth handling of such matters.

II. Background:

MoHUA circulated the National Urban Houses and Habitat Policy, 2007 with the twin goals of promoting sustainable development of habitat in the country as well as for realizing the goal of affordable housing for all. This policy envisaged that 20-25% FAR will be reserved for EWS/LIG housing through appropriate legal stipulations and special incentives. In this backdrop, while MPD-2021 was being examined in the mid-term review through Authority agenda 18/2013, in Chapter 4.0 Shelter under para 4.2.3.3, New Housing for Urban Poor, it was provided that the developer of group housing society shall ensure minimum 15% of proposed FAR to be constructed for Community Service Personnel/EWS and lower income category. This was notified on 13.05.2013 vide notification S.O. 1215 (E) (**Annexure-N1**).

2. The proposal of adding a new chapter on Land Pooling in MPD-2021 was approved by the Authority in its meeting held on 23.03.2013. As follow up, a new chapter 19.0 on Land Policy was proposed to be added vide Authority agenda item no. 105/2013 (**Annexure-N2**). In this

chapter, the guiding principles to be followed, role of DDA/Govt., role of Developer Entity (DE) and norms for land assembly/land pooling were detailed among other things. "Developer Entity" was defined in para 19.1 under guiding principles as a land owner or a group of land owners (who have grouped together of their own volition/will for this purpose) or a developer who shall be permitted to pool land for unified planning, servicing and subdivision/share of the land for development as per prescribed norms and guidelines. Role of DDA/Govt. was also delineated in para 19.2 for development of related infrastructure and preparation of lay out plans. In para 19.3, role of DE was detailed which inter-alia include return of prescribed built-up space/Dwelling units for EWS/ LIG Housing component to the DDA as per the policy.

In para 19.7 (iv) in other terms and conditions, it was laid down that 50% of the housing stock shall be retained by DE and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site. Further, para 19.7 (v) laid down that remaining 50% of DUs developed by DE to be sold to DDA for EWS housing purpose will be sold to DDA/Local Bodies at base cost of Rs. 2000/- per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and can be developed by DE at an alternate nearby site. The same was notified on 05.09.2013 vide notification S.O. 2687 (E) (**Annexure-N3**).

3. Thereafter, the Central Govt. in exercise of powers conferred by sub section (2) of section 11-A of the Delhi Development Act made corresponding modification in para 4.4.3.B, Residential Plot – Group Housing vide Notification dated 23.09.2013 as below (**Annexure-N4**):

> *".....50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site.* ***Remaining 50% of DUs developed by DE to be sold to DDA for EWS housing purpose will be sold to DDA/ Local Bodies at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over*** *and can be developed by DE at an alternate nearby site. Necessary commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt/DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is handed over to the DDA."*

4. This policy was adopted during the allotment of EWS flats developed by M/s DLF in Shivaji Marg at the time of DDA Housing

Scheme 2014. DDA's share was about 772 EWS flats. However, due to levy of stamp duty on the purchase of EWS flats by DDA from M/s DLF, the burden of stamp duty was loaded on the allottees which resulted in increase in the cost of EWS flats. This led to a number of litigations in Shivaji Marg EWS allotments, which finally resulted into issue of revised demand letters to allottees with reduced cost.

5. To avoid similar issues, an agenda item no. 29/2020 was moved for consideration of Authority to streamline the process of allotment and reduce the cost of allotment by modifying the relevant clauses in MPD-2021. The agenda item no. 29/2020 was approved by the Authority (**Annexure-N5**) and the modifications in MPD-2021 were subsequently notified in gazette on 16.11.2020. After modifications, the relevant clauses read as follows (**Annexure-N6**):

"Chapter 4: Shelter; Para 4.4.3 B. Residential Plot- Group Housing

(v)The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel/EWS and lower category. Such flats should have an area between 25 to 40 sqm. This 15% of the proposed FAR for Community Service Personnel/EWS and lower category housing would be over and above 200 Permissible FAR and density of 200 DUs. Employer Housing of Central Government, State Government and other Government Agencies are not required to follow the requirement of FAR or Dwelling Units for Community Service Personnel/EWS and lower income category. 50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site. ***Remaining 50% of DUs developed by DE to be sold to the eligible beneficiaries identified by DDA/local bodies as per DDA policy.*** *These can be developed by DE at an alternate nearby site. Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard, by Govt./DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements.* ***The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is sold/transferred to the eligible beneficiaries identified by DDA/local bodies at the rates prescribed by DDA****."*

6. Subsequent to these modifications in MPD-2021, few developer entities have approached DDA for disposal of EWS flats of DDA's share. However, difficulty is being faced in disposal of such cases due to want of DDA policy as mentioned in the modified MPD-2021 provisions. A list of developer entities which have approached DDA for disposal of their 50% quota of EWS flats is enclosed as **Annexure-N7** in chronological order. Now, the issue under consideration is framing of a policy to

provide clarity as per which developer entity can dispose off 50% EWS units.

III. Analysis:

1. As has already been mentioned, DDA had not so good experience in terms of disposal of EWS flats offered by M/s DLF in Shivaji Marg where DDA had purchased these flats from DLF and then had floated a scheme to offer them to eligible EWS category. Therefore, it is felt that DDA should rather play the role of only a facilitator by laying down broad contours of policy under which DE can sell off these flats which is the spirit and intent of the notification dated 16.11.2020.

3. It is submitted that Land Disposal deptt. of DDA has a policy in place for disposal of DDA's 50% share of EWS flats developed by developers who have obtained Group Housing plots from DDA through auction. These are incorporated in the form of terms and conditions in the bid/tender document for auction of Group Housing plots. These have been fixed as per Authority agenda item 66/2020 (**Annexure-N8**) and a Group Housing tender document is also enclosed for reference (**Annexure-N9**). The terms and conditions have been examined in detail and accordingly, a draft policy guideline for disposal of 50% EWS flats developed by DEs has been prepared and is proposed to be applicable on all DEs to bring a uniformity in disposal of EWS flats developed by them. The draft guidelines are enclosed as **Annexure-N10**. The draft policy guidelines have been finalized in a meeting chaired by VC on 15.07.2024 (**Annexure-P**).

4. The salient points of the guidelines and its analysis has been done as below:

Policy Guideline	Analysis
Applicability: i. These policy guidelines shall only be applicable to Developer Entity (DE) intending to dispose 50% of EWS dwelling units to eligible beneficiaries. ii. These developer entities could be any entity like developer/business/corporate entity, i.e. which are private in nature and not public authorities like DDA etc. iii. DDA is not covered by these guidelines as it is not a developer entity per se and DDA follows its own standard costing policy for disposal of its EWS units at subsidized rates to meet the goal of affordable housing for all. Furthermore, terms and conditions of disposal of a property are decided by Authority from time to time as per Regulation 5 of DDA (Management and Disposal of Housing	Rather than being directly involved in disposal pf flats, identification of beneficiaries etc., DDA should play the role of only a facilitator by laying down broad contours of policy under which DE can sell off EWS flats. Further, it is also important to delineate the role of DDA and DE clearly so as to avoid any confusion at later stages.

Estates) Regulations 1968. These terms and conditions are specified in scheme prepared by the Authority for disposal of built-up property.	
Earmarking of CSP and EWS flats: i. The DE shall ensure that minimum 15% of the proposed FAR is to be constructed for Community Service Personnel (CSP)/EWS and lower category. This 15% of the proposed FAR for CSP/EWS and lower category housing would be over and above the permissible FAR as per MPD. ii. 50% of the EWS housing stock shall be retained by DE and disposed only to apartment owners, at market rates, to house CSP working for the residents/owners of the group housing. These will be developed by the DE at the respective Group Housing site/premises or contiguous site. iii. Remaining 50% of DUs developed by DE to be sold by DE to eligible beneficiaries in accordance with the DDA policy which is laid out under these policy guidelines. These can be developed by DE at an alternate nearby site also. Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. iv. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard, by Govt. agencies. The DE has to fulfill the quality assurance requirements before the EWS component could be offered to the eligible beneficiaries. v. DE must construct and finish all the CSP/EWS flats first and obtain completion/occupancy certificate for the same, before getting the completion/occupancy certificate for the remaining portion. vi. DE must register the housing project with RERA as mandated by law.	These provisions have been laid down in the MPD and notification dated 16.11.2020 (**Annexure-N6**).
Eligibility & reservation: i. DDA's policy shall be applicable for determination of eligible persons who can purchase such EWS flats. ii. The family income of an applicant as well as of joint/ co-applicant applying for EWS flats	The eligibility condition for EWS flats have been taken as followed in the Diwali Special Housing

should not exceed Rs. 10 Lakh per annum in case of both the families considered separately. Family Income for this clause is defined to include the income of the applicant and his/her spouse, if married. The applicant (and co-applicant)has to produce an annual family income certificate issued by competent authority in this regard. iii. Reservation policy of DDA shall also be adopted by DE, which is as below: a. 15% of the flats for applicants belonging to Scheduled Castes (SC); b. 7.5% of the flats for applicants belonging to Scheduled Tribes (ST); c. 1% for War Widows and those receiving liberalized pension from Armed/Paramilitary Services (Next of Kin); d. 5% reservation for Persons with Disability (Divyangjan) as defined in Section-37(a)of the Rights of persons with Disabilities Act, 2016; e. 1% for Ex-servicemen. iv. In case number(s) of flats in respect of reserved category comes to a fraction, i.e., less than 0.5 it would be rounded off to zero and if it is 0.5 or more it would be rounded off to one.	Scheme (**Annexure-N11**). The reservation policy being followed by DDA has also been included here (**Annexure-N12**).
Pricing methodology: i. DE will calculate and inform DDA the maximum price of the flats which are to be disposed as EWS quota, including parking space. Each EWS flat shall have a designated parking space for two-wheeler, which can either be covered or uncovered. As per National Building Code (NBC) of India, the minimum size of two-wheeler parking shall be 1.25 sq. m. ii. The maximum price will be calculated by taking into consideration: **a. Construction cost of flat** to be calculated as follows: Construction cost of flat= Construction cost (Rs. per sq. m.) as per latest building cost index of Delhi x plinth area of flat (in sq. m.) Construction cost shall be calculated as per	Construction cost of the flat used to be calculated as per notification dated 23.09.2013 (**Annexure-N4**). This has also been referred to in terms and conditions of the agreement between DDA and Group

latest building cost index of Delhi approved by CPWD, Ministry of Housing and Urban Affairs at the time of advertising of scheme by DE for disposal of flats. While calculating construction cost, the plinth area as per completion plan approved by concerned local authority would be reckoned for computation. ***Note:*** *As per Unified Building Bye Laws for Delhi, plinth area is the built-up covered area measured at the floor level of the basement or of any storey.*	Housing plot bidder have been included (refer **Annexure N-9**).
b. The land cost for flat to be calculated as follows: Land cost for flat= 50% of the notified Delhi circle rate of the respective zone issued by GNCTD x plinth area of flat x 100/MPF Here, MPF is Maximum Permissible FAR of the respective Group Housing plot as per MPD.	The calculation of land cost for flat has been adopted from Authority agenda item 66/2020 (**Annexure-N8**), with a change that average land price as per bid has been replaced with notified circle rate. This is due to the fact that a DE may obtain the Group Housing land parcel through bidding process or a direct purchase from another entity. To handle such cases, an objective criteria of notified circle rate has been adopted here.
c. The construction cost of covered parking would be calculated at the rate of60% of that taken for calculating construction cost of flat. Whereas, **for uncovered parking**, it would be calculated at the rate of 25%. Thus, the cost calculation of parking space shall be done as below:	The calculation of construction cost for covered/uncovered parking has been adopted from Authority agenda item 39/2024 (**Annexure-N13**), wherein construction cost of scooter/car garage is taken as 60% of the PAR for the cost of flat. Whereas, for uncovered parking, it is taken as 25% of the PAR for the cost of the flat.

Construction cost	
Covered parking space	Construction cost (Rs. per sq. m.) as per latest building cost index of Delhi x area of parking space (in sq. m.) x 0.6
Uncovered parking space	Construction cost (Rs. per sq. m.) as

	per latest space building cost index of Delhi x area of parking space (in sq. m.) x 0.25	The land cost for parking is proposed to be calculated @ 25% of the notified circle rate.
d. **The land cost of covered & uncovered parking** would be calculated as follows: Land cost for parking space= 25% of the notified Delhi circle rate of the respective zone issued by GNCTD x area of parking space		The electricity connection charges have been kept at par with DDA.
iii. The charges payable for electricity connection shall be as per DDA policy, which at present is Rs. 459/- per sq. m. on total plinth area of flats.		The water connection charges have been kept at par with DDA.
iv. The charges payable for water connection shall be Rs. 2000/- per EWS unit.		The monthly maintenance charges have been kept same as that adopted for EWS flats in Diwali Special Housing Scheme 2023 (**Annexure-N14**).
v. Maintenance charges: DE may collect following types of maintenance charges from allottees. **a. Monthly Common Area Maintenance Charges:** For regular day to day recurring maintenance of EWS housing, a charge of Rs 1.50 per sq.ft. per month (on plinth area) to be charged. The monthly charges may be taken up as an upfront payment for 1 year as part of the pricing of the flat. After one year, the maintenance charges shall be calculated every month as per actuals. **b. Sinking fund:** An upfront maintenance charge capped @ 2.5% of cost of flat to be collected as part of the price towards the flat for creation of a "Sinking fund" which will be used for major maintenance works such as replacements of lifts/STP plants/machinery room etc. It shall be vested in a separate interest-bearing account.		The sinking fund charges have been kept similar as that charged as corpus fund for EWS flats in Diwali Special Housing Scheme 2023 (**Annexure-N14**), wherein Rs. 75,000/- was charged upfront. Here, it has been kept as 2.5% of the price of flat (which comes about Rs. 75,000/- for EWS flat costing Rs. 30 lakhs).
RWA is to be formed by all the EWS allottees within one year of allotment of flats. All allottees need to be a member of such an RWA of EWS allottees at the time of taking possession of the flats. Once the RWA is		A sample calculation for cost of the flat and parking space has been enclosed as **Annexure-N15** for reference.

formed for the EWS housing, the above funds shall be handed over to RWA immediately for future maintenance of the housing.	
Mechanism for disposal: i. Upon completion of EWS flats, DE shall give an intimation to DDA about completion (along with completion certificate and quality certificate) and its intent to go for disposal of these flats along with the details of inventory of EWS flats. ii. DE will calculate and inform DDA the maximum price of the flats which are to be disposed as EWS quota, including parking space. iii. The flat cost will be capped at the price computed as per the formula given in this policy. DE is free to adjust the price of such flats, i.e. suitably reduce the same below the capped price in a manner that it gets enough eligible applicants depending on demand-supply dynamics. iv. DDA will invite online applications for allotment of EWS flats from eligible applicants along with the eligibility documents, like income certificate, category certificate etc. The DDA's policy of eligibility shall be as applicable as on the date of inviting online applications. If sufficient number of applications are not received from reserved category of applicants, the balance no. of reserved category EWS flats may be disposed among unreserved category of applicants. v. DDA will conduct draw of lots for allotment of flats. The draw shall be conducted in online mode in a transparent manner in presence of independent judges along with presence of a sample number of applicants, say 20. In case excess flats remain unallotted, DDA will again call for applications from eligible applicants and another draw for such flats shall be	These provisions have been adopted from DDA's housing schemes and from tender document for auction of Group Housing plots (**Annexure-N9**).

conducted by DDA.

vi. A separate list of successful applicants and wait listed applicants (upto the extent of 25% of successful applicants) shall also be prepared by DDA.

vii. After allotment, DDA will verify the eligibility documents of allottees like income certificate, category certificate etc. After successful verification, the list of successful allottees shall be handed over by DDA to DE for issuance of demand-cum-allotment letters, who will issue these strictly as per costing policy outlined herewith. In case, any successful applicant is found ineligible, he/she shall be substituted by the wait listed applicant.

viii. DDA shall charge 1% of the cost of each allotted flat as processing fee from DE. These charges may be loaded by DE onto the allottees at the time of issue of demand-cum-allotment letter.

ix. The issue of possession letter and handing over of physical possession of the flat shall be done by DE. As per DDA policy, full payment of the cost of flats is to be made by the allottee before possession letter of a flat is issued and physical possession of the flat is handed over.

x. DE shall share with DDA the list of those allottees to whom possession letters (PL) have been issued along with issued PLs.

xi. The DE will execute sale deed in respect of such flat directly in favour of the applicant.

xii. The flats coming under EWS quota shall be disposed only by this method (and no permission for free market sale will be given).

xiii. There shall be a lock-in period of 5 years on further sale/purchase of EWS flats by allottees to ensure that the benefits of

allotment under EWS quota are enjoyed by the intended beneficiaries and the speculation in respect of these flats is curbed. xiv. The DE shall be allowed to undertake actual transfer / transaction of saleable component to the apartment owners which are earmarked for the CSP only after the prescribed land and the EWS housing component is sold/transferred to the eligible beneficiaries following DDA policy at the rates in accordance to the DDA policy.	

IV. Proposal:

It is proposed that the policy guidelines as proposed in **Annexure-N10** be issued for facilitating the implementation of clause 4.4.3B Residential Plot-Group Housing (v) of MPD-2021. These guidelines will be applicable to all the future cases of EWS flats constructed by DEs and also those cases which are under consideration and have not yet been finalized.

RESOLUTION

Authority approved the proposal as contained in the Authority agenda subject to the modification of drafting and consequential nature, if any, which may be made in consultation with the Chief Legal Advisor.

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21.	खण्ड 8 उप खण्ड 8(5) (ख)	(ख) बिल्डिंग लाइन से बाहर बना/बने हुए तहखाना (तहखाने) भूमि के तल के बराबर होगा/होंगे तथा इसमें/इनमें वातायन के यान्त्रिक साधनों से वातायन की व्यवस्था की जाएगी, और						

[सं. के-12016/9/2012-डीडी-I]

सुनील कुमार अवर सचिव

MINISTRY OF URBAN DEVELOPMENT

(DELHI DIVISION)

NOTIFICATION

New Delhi, the 13th May, 2013

S.O. 1215 (E). – Whereas, certain modifications which the Central Government proposed to make in the Master Plan for Delhi-2021 as part of its review exercise which were published in the Gazette of India, Extraordinary, as Public Notice vide No. S.O. 2344 (E) dated 1st October, 2012 by the Delhi Development Authority in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions as required by sub-section (3) of Section 11-A of the said Act, within ninety days from the date of the said notice.

2. Whereas the Central Government have, after carefully considering all aspects of the matter, decided to modify the Master Plan for Delhi-2021.

3. Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modifications in the said Master Plan for Delhi-2021 with effect from the date of publication of this Notification in the Gazette of India.

CHAPTER-WISE MODIFICATIONS ARE AS UNDER:

Chapter/ S. No.	Para/Clause/ Table of MPD-2021	Modifications
1	2	3
CHAPTER 1.0-INTRODUCTION		
1.	Para 20 (c)	• In order to prevent growth of slums, mandatory provision of EWS housing/slum rehabilitation in all group housing to the extent ***minimum*** 15% of ***the proposed*** FAR on the plot.
CHAPTER 4.0-SHELTER		
2.	Para 4.2 HOUSING STRATEGY	The following paragraph is to be replaced as per text highlighted in '***Bold italic***': A fixed density could lead to under utilization of FAR of imposition of artificial limits to optimal use of land, which is a scarce commodity. Therefore, the following density norms, with corresponding category of dwelling unit (DU) sizes are proposed: Slum/EWS housing (upto 30 sq.m.) -600 DUs/Ha. Category-I (above 30-upto 40 sq.m.) -500 DUs/Ha. Category-II (above 40-upto 80 sq.m.) -250 DUs/Ha. Category-III (above 80 sq.m.) -175 DUs/Ha. ***As the development of housing in new area or redevelopment of existing housing stock in built up area to be taken by the Public Agencies, Society or private developers the upper limit of density be taken as 200 DUs/hect. (900 pph) with flexible Dwelling Unit sizes to achieve optimal utilization of land. The density for Slum & JJ clusters (In-situ up-gradation/Rehabilitation/Redevelopment of Slum & JJ Clusters, Resettlement Colonies) and EWS Public Housing Schemes be 900 DUs/hect. (± 15% variation permissible).***
3.	Para 4.2.3.3 New Housing for Urban Poor	... The developers of group housing shall ensure that minimum 15% of ***proposed*** FAR ***to be*** constructed for Community-Service Personnel/EWS and lower income category. Employer Housing of Central Government, State Government and other Government Agencies are not required to follow the requirement of FAR or

		Dwelling Units for Community Service Personnel/EWS and lower income category. ....
4	Para 4.4.3 B Residential Plot Group Housing	The following paragraph is to be replaced as per text highlighted in ***'Bold Italic'***:
		(i) The density may vary (10% variation permissible in all categories) for specific categories as given below: a) Category I (upto 40 sq m) -500 DUs/Ha. b) Category II (above 40 -upto 80 sqm) -250 DUs/Ha. c) Category III -175 DUs/Ha. (above 80 sqm)
5		(i) ***The upper limit of density be taken as 200 DUs/hect. (900pph) with flexible Dwelling Unit sizes to achieve optimal utilization of land. The density for Slum & JJ clusters (In-situ up-gradation/Rehabilitation/Redevelopment of Slum & JJ Clusters, Resettlement Colonies) and EWS Public Housing Schemes be 900 DUs/hect. (± 15% variation permissible).***
6		(iii) Additional floor area ***minimum 400 sq.m or at the rate of 0.6% of permissible FAR*** shall be allowed ***free from FAR*** to cater to community needs such as community/recreational hall, creche, library, reading room, ***senior citizen recreation room/club*** and society office.
		(iv) The developer shall ensure that ***minimum 15% of the proposed FAR to be*** constructed for Community-Service Personnel/EWS and lower category. Such flats should have a carpet area between 25-40 sqm. This ***15% of the proposed FAR*** for Community Service Personnel/EWS and lower category housing would be over and above 200 permissible FAR and density of 200 DUs. Employer Housing of Central Government, State Government and other Government Agencies are not required to follow the requirement of FAR or Dwelling Units for Community Service Personnel/EWS and lower income category.
CHAPTER 5.0-TRADE AND COMMERCE		
7	Table 5.1: Five-Tier System of Commercial Areas of para 5.2	<table><tr><th>Tier</th><th>V</th></tr><tr><td>Population</td><td>About 5,000</td></tr><tr><td></td><td>Convenience Shopping Centre</td></tr><tr><td>Area (ha.)</td><td>0.1</td></tr><tr><td>Activities Permitted</td><td>Retail Shopping, Local Level service activities, Repair, ***Office up to 125sqm*** *, Bank, ATM, Informal trade, restaurant.</td></tr></table> Notes: * The provision of offices space upto 125 sq. mtr. to be applicable from the prospective date of notification in view of clause 3 (4) of Development Code.
8	Para 5.6.2 under para 5.6 COMMUNITY CENTRE (CC) LOCAL SHOPPING CENTRE (LSC)/CONVENIENCE SHOPPING CENTRE (CSC)	The LSC/CSC will cater to the day-to-day needs of the local population. Some areas developed prior to 1962 like Lajpat Nagar, Rajouri Garden, Tilak Nagar, Kamla Nagar etc having concentration of commercial activities, may continue subject to conditions prescribed under the Mixed Use Regulations. The existing built-up commercial centres may be redeveloped if need be with enhanced FAR subject to payment of appropriate levies. ***To incentivize the redevelopment a maximum overall FAR of 50% over and above the existing permissible FAR shall be given.*** ***FAR enhancement in the shops cum residence complex developed prior to 1962 in rehabilitation colonies or other residential area shall be allowed higher FAR equivalent to FAR permissible on residential plot subject to availability of the parking in the area. The plot holder of shop-cum-residence plots is also allowed to continue with the***

		original use i.e. shop-cum-residence and in such cases there will be no insistence for levy of any conversion charges.
CHAPTER 6.0-WHOLESALE TRADE		
9.	Para 6.2 SUB-CITY LEVEL MARKETS	Most of the existing planned markets and warehousing were developed in early seventies for specific commodities. Due to their proximity to residential area, these markets need to be redeveloped to overcome the environmental and traffic problems. ***To incentivize the redevelopment, a maximum overall FAR of 50% over and above the permissible FAR shall be given.*** The traders associations shall share the responsibility of redevelopment to modern wholesale markets. The beneficiaries will have to pay the betterment charges to the implementing agency. Space for commodities that are not permissible in mixed use streets under para 15.6 shall be made available in wholesale city level market and sub-city level market to enable their relocation.
CHAPTER 7.0-INDUSTRY		
10.	Table 7.2: Norms for Land Distribution in Industrial Areas	

S. No.	Use Premises	Percentage
1.	Industrial Plots (Net Area)	*45-50*
2.	***Residential****	*20*
3.	Recreational: Buffer Zone, Parks, Water Bodies, Green under HT lines, etc.	*8-10*
4.	Commercial: Shopping Centre, Petrol Pumps, Guest House/Budget hotels, Lodging and Boarding, Service and Repair Shops, Communication/ Telephone Exchange, etc.	2-3
5.	Facilities • Public and Semi Public: Fire Station/Fire Post, Police Station/Police Post, Hospital/ Dispensary, ITI/ Polytechnic, Dharamshala, Night Shelter, Day Care Centre, etc. • Utilities: Electric Sub-station, CETPs, Pumping Stations, Underground Reservoirs/Fire Fighting Tanks and other utilities, etc.	*6-8*
6.	Transportation: Circulation, Loading/ Unloading Area, Parking, Ideal Truck Parking, Goods Vehicle Parking etc.	16-18
	Total	100

Note:

* ***Residential Use premise shall be carved out in the industrial area of urban extension. In case of residential use premises regulations for Group Housing shall apply. The land shall be reserved for facilities as per residential facilities. This housing would be for workers engaged in the industrial sector. These provisions to be applicable to New Industrial Area.***

11.	Definition for 'Industrial Plot' Use Premise in Table 7.3: Development Control Norms	***A premise for industrial activity with non- hazardous, non- polluting performance.***
12.	Definition for 'Flatted Group Industry' Use Premise in Table 7.3: Development Control Norms	***A premise having a group of small industrial units with common services and facilities of non-polluting nature.***
13.	Notes below Table 7.3	vi) Industrial units/plots abutting roads of 24m ROW and above shall be eligible for conversion to commercial use within the existing development control norms, subject to payment of conversion charges ***computed on current market value of commercial area and cost of parking as decided*** by Government from time to time. The activities permissible in ***Community Centre*** will be permitted in such plots. In addition, multilevel parking shall be permissible activity. However, this shall not be permitted on

		non-conforming/regularized industrial cluster. The above provision shall not affect the Supreme Court orders in any way.
14	Under the Notes given below Table 7.3, S. No. (vii) added after S. No. (vi)	*vii) Industrial plots abutting roads of 24m ROW and above shall be eligible for conversion to Hospitals (up to 100 beds) within the existing development control norms, subject to the conditions (a) the number of beds to be accommodated on a plot shall be worked out @ 100 sqm of gross floor area per bed and (b) payment of conversion charges as prescribed by the Government from time to time. The activities permissible in Hospital (Table 13.20) shall be permitted in such plots. However, this shall not be permitted on non-conforming/ regularized industrial cluster. The above provision shall not affect the Supreme Court orders in any manner.*
15	Notes to be added below Table 7.3 after S. No. (vii)	*viii) In the redevelopment of industrial plots, 1.5 times of permissible FAR has already been notified in Notification S.O. 683 (E) dated 01.04.2011 regarding Regulations and Guidelines for Existing Planned Industrial Area, therefore, the incentive of 1.5 times of permissible FAR shall be allowed on all permissible uses on industrial plot.* *ix) Banquet Hall, Restaurant, Recreational Club, Hostel & Old age home, Community and Recreational hall, Nursing Home & Health Centre are permitted as part of modification in layout plan of industrial area where also enhanced FAR 1.5 times of permissible FAR of respective Use shall be allowed.* *x) As per the Notification S.O. 683 (E) dated 01.04.2011, minimum plot size eligible for redevelopment is given 1000 Sqm. whereas some of the plots are less than 50-100 Sq.mts. from area limit of 1000 Sq.mts. In such redevelopment relaxation in area upto 5% in lower limit of plot size shall be permitted.* *xi) The development control norms i.e. Ground Coverage, FAR etc. of respective use premises while allowing redevelopment/ reconstruction on the individual industrial plots shall be adhered to and there shall be no height restriction. The height shall be as per requirement of AAI/Fire Department. In case of addition, alteration or change of use within permissible category in existing building to achieve permissible FAR, already sanctioned ground coverage shall continue, if parking requirement or sufficient open space around building is made available.* *xii) In existing Industrial Units / plots with an area of 3000 sq. mtrs. or above abutting road of 24 mtr. ROW and above shall be eligible for Residential use (Group Housing) within development control norms of group housing along with incentive 1.5 times FAR of permissible FAR of Group Housing subject to payment of Conversion charges as prescribed by the Government from time to time for respective use. Required Commercial preferably and PSP activity for residential population, and working space up to 15% of Permissible FAR shall also be allowed. Sub-division of larger Industrial plot or amalgamation of smaller Industrial plots will be allowed in existing areas as well as approved schemes/layouts/building plans on these Industrial Plots. Rain water harvesting preferably with Rain water storage for re-use & STP, Dual piping system use of solar electricity shall be provided to minimize the additional burden on infrastructure services. This provision shall not affect any Court Orders.*
16	7.6.2.1 Norms for Redevelopment of clusters of Industrial Concentration in Non-Conforming Areas	vi) Other stipulations shall include a) *About* 10% area is to be reserved for circulation/roads/service lanes. b) *About* 10% of semi-permeable surface for parking and loading/unloading areas.

		c) *About* 10% of total area to be reserved for infrastructure requirements like CETP, Sub-Stations, Pump House, Fire Station, Police post, etc. as per the norms. d) Preparation of: - Plan for water supply from DJB/Central Ground Water Authority (wherever required) along with requirement for pumping stations, storage tanks, ground water recharging/rainwater harvesting. - Drainage plan as per norms. e) 8% of the cluster area shall be reserved for parks/green buffer. f) Plots measuring more than 100 sqm to have minimum 9.0 m. ROW. g) Plots measuring less than 100 sqm to have minimum 7.5 m. ROW. h) Common parking to be provided for plots below 60 sqm, whereas for plots above 60 sqm front set back (min. 3m) shall be provided without boundary wall for parking and loading and unloading. ***Note:*** ***Subject to availability of land for these facility mentioned at vi (a, b, c, e) with Industrial cluster or in the surrounding area be considered.***
CHAPTER 13.0-SOCIAL INFRASTRUCTURE		
17.	Table 13.6: Development Controls for Education Facilities (Higher Education)	Sl. No. / Category / Maximum GC / FAR / Ht / Other Controls 5. *College* *i) In case of old colleges plot will be divided as follows:* *Area per college : 4.0 ha* *a) College building area : 1.8 ha 45%* *b) Play field area : 1.8 ha 45%* *c) Residential including hostel area : 0.4 ha 10%* *ii) In case of variation in area the % to be followed.* *1. Development control norms for academic college building area & residential will be same as S. No. 4 above.*
CHAPTER 15.0-MIXED USE REGULATIONS		
18.	Para 15.7.1 Sub-para (c)	• "Other activity" restricted to guest houses, nursing homes and pre-primary schools, as defined in para 15.7.1, subject to conditions contained in para 15.7, in plots abutting roads of minimum 18m ROW in regular plotted development, since these activities are in the nature of 'Public and Semi-Public' facilities. New banks and fitness centres, wellness centres and NGOs will not be permissible. Banks which existed as on 7.9.2006, fitness centres *existed as on 12.8.2008*, wellness centres and NGOs which existed as on *7.2.2007*, (as defined in para 15.7.1), ...
19.	Para 15.3.2 I. In colonies falling in categories A and B	(e) Fitness centre (including gymnasium, yoga/meditation centre) as existed on 12.8.2008
CHAPTER 17.0-DEVELOPMENT CODE		
20.	Clause 8: Sub-Clause 8 (2) Permission of Use Premises in Use Zones	S. No. / Use Premises / Use Zones: RD, C1, C2, M, PS RD RESIDENTIAL ii. Residential plot - Group Housing: P, P, NP, P, P

		PS PUBLIC AND SEMI PUBLIC FACILITIES i Hospital (up to 100 beds) P P NP P P
21.	Clause 8: Sub-Clause 8(5)(b)	(b) The basement(s) ***beyond building line*** shall be kept flushed with ground and shall be ventilated with mechanical means of ventilation; and

[No. K-12016/3/2008-DD-I]

SUNIL KUMAR, Under Secy.

Printed by the Manager, Government of India Press, Ring Road, Mayapuri New Delhi-110064
and Published by the Controller of Publications, Delhi-110054

ANNEXURE N-2

Annexure-3

DELHI DEVELOPMENT AUTHORITY

Item No. 105/13

Item No: 105 /2013
26/7/2013

Subject: Policy on Public-Private-Partnership in land assembly and development.
File No. F. 3(53)2003/MP

1.0 BACKGROUND

Development in Delhi till date is regulated by the large scale land Acquisition, Development and Disposal Policy dated 02.05.61. However, land acquisition and planned development has not kept pace with the increasing demands of urbanization during the last five decades. Acquisition of land is becoming difficult day by day and the land owners are also unhappy with compensation paid by the Government. The Master Plan for Delhi 2021, notified on 07.02.2007 stipulates that the land policy would be based on the optimum utilization of available resources, both public and private in land assembly, development/redevelopment and housing. The proposal of adding a new chapter on Land Pooling in MPD- 2021 wad approved by the Authority in its meeting held on 23.03.2013.

2.0 FOLLOW UP ACTION

As follow up, based on the approval of the Authority, a Public notice under Section 11A of DDA Act was issued on 18.04.2013 as a modification to MPD-2021 for adding a new Chapter 19.0 on Land Policy. In response to this Public Notice, a total 660 objection/suggestions were received. The meeting of the Board of Enquiry & Hearing was held on 25.06.2013 & 26.06.2013 in which all persons who had filed objections/suggestions were invited for hearing by the Board. All the objections/suggestions received on the proposed amendment were put up to the Board of Enquiry & Hearing. 68 persons appeared in person before the Board to explain their objections/suggestions.

3.0 Recommendation of Board of Enquiry & Hearing

After due consideration of all the 660 objection/suggestions and hearing the persons, and careful consideration of all related aspects, the Board recommends the following:

1. The Board agrees to reduction in minimum land size to 2 ha instead of 3 ha accordingly proposes that there be 2 categories :- (i) 2 Ha to 20 Ha. (ii) 20 Ha and above.
   For the category from 2 ha to 20 ha the return of percent to the DE be increased to 48% (43% residential, 3% commercial and 2% PSP).
2. Increase in ground coverage of the Group Housing pocket from 33% to 40% of net residential land returned to DE is agreed.
3. The Board agrees to continue with FAR on net residential areas.

4. The Board proposes that DDA should endeavour to return land back to the DE within 5 km radius subject to other planning requirement. If there is any shortfall / variation of land in any zone or category due to site conditions, the DE will be entitled to the entire built up area permissible to him in that category on the land returned, even though the actual land returned to DE may be lesser than due to him.

5. Acquisition of the land shall only be taken up wherever the persons are not coming forward to participate in development through land pooling. Therefore, the Board did not agree for land acquisition as a general policy.

6. Board agrees that the land surrendered by DE will inter-alia be used for development of infrastructure, green areas, utilities etc.

7. The Board suggests that DDA and Developer Entity observe the time frame for development of project, infrastructure facilities etc. to be specified in the regulations.

8. The Board suggests that recovery mechanism of the External Development Charges shall be taken care of while formulating the regulations.

9. The Board suggests to examine the provisions of Delhi Land Reforms Act, 1954, Delhi Municipal Corporation Act, 1957, Delhi Development Act, 1957 & Income Tax Act provisions by involving reputed Legal, Taxation and Finance background persons outside from DDA so that the entire work can be completed in a time bound manner.

10. The Board proposes that participation of the DE in creation of infrastructure facilities, roads, parks etc. at city level may be allowed subject to approval of competent Authority.

11. The Board agrees to allow tradable FSI for development. However, in case of residential use, tradable FSI can only be transferred to another DE in the same planning Zones having approval/licence of projects more than 20 Ha.

12. The Board suggests ensuring that Developer Entity makes provisions of adequate parking as per norms of 2 ECS/100 sqm. However, in case of the housing for EWS, the norms of 0.5 ECS/100 sqm to be adopted.

13. The Board agrees to modify existing provision of basement as "Basement below and beyond building line up to setback line (where it is not specified 2 mts from plot line)" may be clubbed with the ground in case mechanical ventilation is available.

14. The Board agrees to the need for increase in density in order to make available smaller housing units and proposes that EWS population should be considered over and above the permissible density of 800-1000 pph.

15. The Board recommends modification in point 19.7 (iii) to be read as "50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents / Owners of the Group Housing. These will be developed by DE at the respective Group Housing site / premises or contiguous site.

This provision may also be made applicable for redevelopment of the Group Housing Projects in the Urban Areas.

16. The Board further recommends that remaining 50% of DUs developed by DE to be sold to DDA for EWS housing purpose will be sold to DDA / Local Bodies at base cost of Rs. 2000/- per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and can be developed by DE at an alternate nearby site and necessary commercial and PSP facilities shall also be planned by the DE for this separate housing pocket.

17. Board agrees with the development in TOD corridor as per TOD policy.

18. The Board suggests incentives for Green Building norms as per MPD-2021 to be applicable to Group Housing developed under this policy.

The minutes of the meeting of the Board of Hearing and Enquiry are placed at **Annexure 1.**

4.0 Proposal

Based on the Recommendations of Board of Enquiry and Hearing, the following modifications are proposed in the Master Plan 2021 under section 11-A of DD Act, 1957

S. No.	Chapter/Para/ Sub-para	Existing	Proposed Amendment
1	2	3	4
1.	Introduction, Major Highlights of the Plan, S. No. 20, (a) Land Policy	The land policy would be based on the optimum utilisation of available resources, both, public and private in land assembly, development and housing.	The land policy based on the optimum utilisation of available resources, both, public and private in land assembly, development and housing **to be as per Chapter 19.0.**

2.	3.0 Delhi Urban Area, Para 3.2	... The immediate urban extension could be in the zones of J to L, N & P (I&II). The land required for urban extension, will have to be assembled for planned development. Considering the ...	... The immediate urban extension could be in the zones of J to L, N & P (I&II). **In order to accomodate the additional population, the** land required for urban extension, will have to be assembled for planned development **as per the land policy given in Chapter 19.0.** Considering the ...

The new Chapter 19.0 Land Policy to be added to the MPD 2021 is as under:

19.0 LAND POLICY

The large scale Land Acquisition, Development and Disposal Policy of Delhi approved in 1961 is still in operation. However, land acquisition and planned development has not kept pace with the increasing demands of urbanisation during the last five decades. Moreover, the process of acquisition is increasingly challenged by land owners due to low compensation as compared to the market value. Therefore, the new land policy is based on the concept of Land Pooling wherein the land parcels owned by individuals or group of owners are legally consolidated by transfer of ownership rights to the designated Land Pooling Agency, which later transfers the ownership of the part of land back to the land owners for undertaking of development for such areas. The policy is applicable in the proposed urbanisable areas of the Urban Extensions for which Zonal Plans have been approved.

19.1 Guiding Principles

i. Govt. / DDA to act as a facilitator with minimum intervention to facilitate and speed up integrated planned development.

ii. A land owner, or a group of land owners (who have grouped together of their own volition/will for this purpose) or a developer, hereinafter referred to as the "Developer Entity", shall be permitted to pool land for unified planning, servicing and subdivision / share of the land for development as per prescribed norms and guidelines.

iii. Each landowner to get an equitable return irrespective of land uses assigned to their land in the Zonal Development Plan (ZDP) with minimum displacement.

iv. To ensure speedy development of Master Plan Roads and other essential Physical & Social Infrastructure and Recreational areas.

v. To ensure inclusive development by adequate provision of EWS and other housing as per Shelter Policy of the Master Plan.

19.2 Role of DDA/Government

I. Declaration of areas under land pooling and preparation of Layout Plans and Sector Plans based on the availability of physical infrastructure.

II. Superimposition of Revenue maps on the approved Zonal plans.

iii. Time bound development of identified land with Master Plan Roads, provision of Physical Infrastructure such as Water Supply, Sewerage and Drainage, provision of Social Infrastructure and Traffic and Transportation Infrastructure including Metro Corridors.

iv. DDA shall be responsible for external development in a time bound manner.

v. Acquisition of left out land pockets in a time bound manner shall only be taken up wherever the persons are not coming forward to participate in development through land pooling.

19.3 Role of the Developer Entity (DE)

i. Assembly and surrender of land as per policy in the prescribed time frame to be specified in the Regulations.

ii. Preparation of the layout plans/detailed plans as per the provisions of Master Plan and the Policy.

iii. Demarcate all the roads as per Layout Plan and Sector Plan and get the same verified from the concerned Authority within the assembled area and seek approval of layout plans/detailed plans from the DDA.

iv. a) Develop Sector Roads/Internal Roads/ Infrastructure/Services (including water supply lines, power supply, rain water harvesting, STP, WTP etc.) falling in its share of the land.
b) DE shall be allowed creation of infrastructure facilities, roads, parks etc. at city level subject to approval of competent Authority

v. Return of the prescribed built up space/ Dwelling Units for EWS/LIG Housing Component to the DDA as per the policy.

vi. Timely completion of development and its maintenance with all the neighborhood level facilities i.e. open spaces, roads and services till the area is handed over to the Municipal Corporation concerned for maintenance. The deficiency charges if any, shall be borne by the DE at the time of handing over of the services to the Corporation.

19.4 Land Use Distribution:

19.4.1 The Land Use distribution at the city level for the urbanisable areas in the urban extension to be adopted for this policy is as under:

- Gross Residential : 53%. (For every 1000 ha of Land pooled, the gross residential distribution provides approximately 50,000 DU's for EWS housing.)
- Commercial : 5%
- Industrial : 4%
- Recreational : 16%
- Public & Semi-Public Facilities : 10%
- Roads & Circulation : 12%

19.4.2 The Recreational Land Use does not include green areas within the various gross land use categories.

19.4.3 The share of city level remunerative land to be retained by DDA shall depend on the categories/size of land pooled under this policy. DDA's share in Residential land shall vary between 0-10%, Commercial Land shall vary between 0-2% and entire Industrial land of 4% shall be retained by DDA.

19.5 Norms for Land Assembly/Land Pooling

The Land Pooling Model proposed for land assembly & development with Developer Entities are as follows:

i. The two categories of land pooling are Category I for 20 Ha and above and Category II for 2 Ha to less than 20 Ha.

ii. The land returned to Developer Entity (DE) in Category I (20 Ha and above) will be 60% and land retained by DDA 40%.

iii. The Land returned to Developer Entity (DE) in Category II (2 Ha to less than 20 Ha) will be 48% and land retained by DDA 52%.

iv. The distribution of land returned to DE (60%) in terms of land use in Category I will be 53% Gross residential, 2% City Level Public/Semi-Public and 5% City Level Commercial. The distribution of land returned to DE (48%) in terms of land use in Category II will be 43% as Gross residential, 2% City Level Public/Semi-Public and 3% City Level Commercial.

v. DE shall be returned land within 5 km radius of pooled land subject to other planning requirements.

Table 19.2: Land Assembly & Pooling Model

			Land Returned to Developer Entity											
			Gross Residential				City Level Commercial			City Level PSP				
			%	Ha	Resi. BUA	Facilities BUA	%	Ha	Ha	%	Ha	Ha		
2 - under 20 Ha~	0. 96Ha (48%)	1.02 Ha (52%)	43	0.86 (0.473)	2.17	0.37***	3	0.06	0.15	2	0.04	0.1	2.79	1256**

~ Land Pooled for the illustrative example is assumed at 20 Ha for Category I and 2 Ha for Category II.
*Residential BUA includes 15% of BUA for EWS Housing.
**Calculated at maximum density of 1000 persons per hectare of gross residential land and density for 15% FAR reserved for EWS calculated at unit size of 32 sqm.
***Calculated as per MPD-2021 norms of 3 sqm per person for facilities.

19.6 Development Control Norms:

i. Development Control Norms under the policy will be:

a. Residential FAR 400 for Group Housing to be applicable on net residential land which is exclusive of the 15% FAR reserved for EWS Housing. Net Residential land to be a maximum of 55% of Gross Residential land.

b. FAR for City Level Commercial and City Level PSP to be 250.

c. Maximum Ground Coverage shall be 40%.

d. Density of 15% FAR for EWS population shall be considered over and above the permissible Gross Residential Density of 800-1000 pph.

e. Adequate parking as per norms of 2 ECS/100 sqm of BUA to be provided for Residential development by the DE. However, in case of the housing for EWS, the norms of 0.5 ECS/100 sqm of BUA to be provided.

f. Incentives for Green Building norms as per MPD-2021 to be applicable to Group Housing developed under this policy.

g. Basement below and beyond building line up to setback line may be kept flushed with the ground in case mechanical ventilation is available. In case not prescribed, basement up to 2 mts from plot line shall be permitted.

II. Sub-division of gross residential areas and provision of facilities (local and city level) shall be as per MPD 2021.

III. Local level facilities to commensurate with the density specified at 19.6 (i.) (d.) above.

IV. Tradable FAR is allowed for development. However, in case of residential use, tradable FAR can only be transferred to another DE in the same planning Zones having approval/licence of projects more than 20 Ha.

19.7 Other terms and conditions

I. Land Pooling to be permitted as per this policy in the urbanisable areas of entire urban extension for which Zonal Plans have been approved. However, development along TOD corridors in these areas will be as per TOD policy.

II. In case of fragmented land holdings coming forward for Land Pooling in the same Planning Zone, land shall be returned in the vicinity of the largest land holding within the same zone. If there is any shortfall / variation of land in any zone or category due to site conditions, the DE will be entitled to the entire built up area permissible to him in that category on the land returned, even though the actual land returned to DE may be lesser than due to him.

III. EWS Housing unit size to be ranging between 32-40 sqm.

IV. 50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents / Owners of the Group Housing. These will be developed by DE at the respective Group Housing site / premises or contiguous site.

V. Remaining 50% of DUs developed by DE to be sold to DDA for EWS housing purpose will be sold to DDA / Local Bodies at base cost of Rs. 2000/- per sq. ft. as per CPWD Index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and can be developed by DE at an alternate nearby site. Necessary commercial and PSP facilities shall also be provided by the DE for this separate housing pocket.

VI. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt./DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements.

VII. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is handed over to the DDA.

viii. External Development Charges and any other development charges incurred for the city infrastructure shall be payable by the DE on actual cost incurred by DDA.

19.8 Framework for Implementation of the Policy

i. The detailed regulations for operationalisation of the Land Pooling Policy including process and timeframe for participation shall be framed separately in a time bound manner. In order to make the Policy people friendly and transparent, the detailed regulations shall be put up in Public domain for inviting views of the stakeholders giving 30 days time in the newspapers and website since it involves development through participation.

ii. Creation of a dedicated Unit in DDA for dealing with approvals of Land Pooling applications. The option of outsourcing of the scrutiny for legality of applications and online submission of building plans to experts may also be considered.

5.0 Recommendation

The proposal as contained in Para 4.0 is put up for the consideration of the Authority. After approval of the Authority, the proposal will be forwarded to Ministry of Urban Development for final Notification for amendment to MPD 2021.

RESOLUTION

1. Hon'ble Lt. Governor stated that proposals for development control norms should be of international standards for which norms followed in densely populated western cities should be examined. Concern for indices of human happiness should be given priority over mere economic rate of returns.

2. Hon'ble Lt. Governor also stated that agreement clauses should be clearly drafted to prevent developers from speculative business. Besides, sizes of EWS houses should be reviewed to ensure proper living conditions. DDA should proceed with the proposal in its current form and improvements could be incorporated subsequently.

3. Member Secretary, NCRPB stated that time bound responsibility for infrastructure development should also be fixed on DDA.

4. Finance Member, DDA stated that all legal aspects should be properly considered.

5. Proposals contained in the agenda item were approved by the Authority.

ANNEXURE - I

DELHI DEVELOPMENT AUTHORITY
Office of Addl. Commissioner (Plg.) UE&MP
3rd Floor, Vikas Minar, New Delhi

Subject: Minutes of the Meeting of the Board of Enquiry and Hearing held on 25.02.2013 & 26.02.2013 regarding proposed modifications to the MPD-2021 with respect to Land Pooling Policy in Delhi. Date:

The proposal of adding a new chapter on Land Pooling in MPD- 2021 wad approved by the Authority in its meeting held on 23.03.2013. As follow up, a Public notice was issued on 18.04.2013 as Chapter 19.0 Land Pooling. In response to this Public Notice, a total 660 objections/suggestions were received. All persons who had filed objections/suggestions were invited to explain their submission before the Board of Enquiry & Hearing meetings held on 25.06.2013 & 26.06.2013. The meeting of Board of Enquiry & Hearing was attended by 68 persons. The basic issues which arose from written submission and personal appearance pertaining to Board of Enquiry & Hearing are:

1. The proposed amendments for development to Land Pooling in MPD 2021 are objected to till adequate arrangement of water, power, rehabilitation and resettlement of farmers is made.

2. In case of minimum displacement DE may lose out on strategic locational advantages hence the policy should ensure that the land for development which will be allotted to respective owners should be at same land, same place and same zone with same advantages such as frontage etc.

3. There is no mention of the policy which shall be applicable to Facility Zone and inclusion of words "Residential uses" in lieu of "non residential uses", will adversely affect interest of small farmers holding small premium pieces of land in the facility zone.

4. The composition, power, duties, roles and responsibilities of the "Concerned authority" & DE along with timeframe be properly defined and provided. A strong monitoring system for time bound implementation and including definite schedules for stages of implementation be brought out by DDA. Failure in adherence to the same should be liable for strict penal action and fine.

5. A dispute resolution mechanism between the Land Owners and Developer Entity (DE) should be provided

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6. There should be a provision in the policy in case developer does not develop the land as per layout sanction plan or abandon the project in between.

7. The small farmers are not willing to surrender more than 35% of land to DDA.

8. The facilities like City level Public/Semipublic and City level Commercial activity as stated in para 19.5 subpoint (iv) and table 19.2 of the policy should also be made available to land owners of category (3-20Ha).

9. The suggestions regarding land pooling categories were that minimum land pool may be reduced from 3ha to 2 ha in Category II. Addition of one more category of landpooling, i.e 10-20 ha with 50% of landshare to be returned and introduction of additional category of 10-20 Ha.

10. The suggestions regarding land share range from increasing the percentage of land area from 40% to 50%, or equal share as suggested in first category.

11. 5% commercial area may be allowed in first category such that total land returned is (45% residential + 5% commercial) since small and marginal farmers should also be allowed commercial use on part of land returned. Suggestions for inclusion of City Level PSP in lower category are also there.

12. The land share to be retained by DDA should be used for development of roads, sewage plants, water supply lines etc.

13. Maximum Ground coverage be relaxed upto 40% and for low rise high density housing with lift and 45% without lifts, the maximum Ground coverage be relaxed upto 45% to allow flexibility in Design of Group Housing with moderate heights.

14. The DE should be permitted 400 FAR on its entire share of Land as returned by DDA with permission to distribute the built up area of local level commercial and local level PSP from this total 400 FAR

15. Legal trade of FSI would unlock value of land, stop illegal trade of FSI of small farmers and allow big developers to pool huge chunks of land of FSI to achieve faster pace of development & reach economies of large scale development.

16. Allotment letters of proportionate FSI by the Govt should be made negotiable and tradable like a negotiable instrument in market. Each land pooler irrespective of the land holding may be called for surrender of land and be given sector wise standard unit certificate. These transferable/assignable land certificates be issued with a lock- in period subject to transfer charges which may be tradable/dematerialized after an appointed date/ locking. Upon the appointed cutoff date, the govt. should announce sector wise exchange schedule of surrender as per availability of infrastructure.

17. Provisions of parking both underground and above should be considered for larger developments and podium parking upto the setback line be permitted.

18. Household size in MPD-2021 should be considered as 3.5 to 4 persons instead of 4.5 persons. Planning for smaller sized apartments should be considered in view of the trend of living in nuclear families.

19. Revised MPD/ZDP needs to be prepared incorporating the revised GRD of 800-1000 pph including increased population and land requirement for city level facilities.

20. Provisions made for EWS in the Policy be clearly defined along with the basis/selection criteria of identifying EWS population including Housing density to be separately defined / notified and parking norms of 0.5 ECS per 100 sqm of built-up area for CSP/EWS Housing.

21. EDC be recovered in installments in time bound manner and be linked with suitable indexation to provide shelter against inflation.

22. Land assembly and Pooling Model as mentioned in 19.7 (v) pertaining to actual transfer/transaction (under Land Policy) should be read as following: "The handover of EWS, at a suitable separate location, shall not be time-bound. The DE should rather be permitted to avail the proposed incentives only after completion of EWS units (in case of a location at a separate provision"

23. Suggestions for integration of TOD and non-TOD zones and applicability of provisions of proposed TOD norms in TOD Zones even if Land Policy applies. Other suggestions like higher FAR, TDR policy, applicability of TOD policy in TOD zones of LDRA, higher density on government lands, infrastructure provision, prioritized development along MRTS, reconfiguration of Zonal Plan for TOD were also made.

24. Issues / suggestions related to operationalising the policy and regulations like speedy implementation, proper mechanism for land sharing, separate department, software and website, empanelment of consultants/advisors, freeze cut-off / record date for ascertaining the land ownership details & maintenance of land records, timeframe, single window clearance, consultative process and detailed regulations were raised.

25. Issues related to legal modification / amendments regarding Delhi Land Reforms Act, 1954, implications for Income Tax and Capital gains tax, Indian Stamp Act, 2007, Transfer of Property Act, Urban Land (Ceiling and Regulation) Act, 1976 and the Competition Act, 2002 should be examined.

Based on the above issues and points raised and after hearing all the persons and careful consideration of all related aspects, the Board recommends the following:

1. The Board agrees to reduction in minimum land size to 2 ha instead of 3 ha accordingly proposes that there be 2 categories :- (i) 2 Ha to 20 Ha. (ii) 20 Ha and above. For the category from 2 ha to 20 ha the return of percent to the DE be increased to 48% (43% residential, 3% commercial and 2% PSP).
2. Increase in ground coverage of the Group Housing pocket from 33% to 40% of net residential land returned to DE is agreed.
3. The Board agrees to continue with FAR on net residential areas.
4. The Board proposes that DDA should endeavour to return land back to the DE within 5 km radius subject to other planning requirement. If there is any shortfall / variation of land in any zone or category due to site conditions, the DE will be entitled to the entire built up area permissible to him in that category on the land returned, even though the actual land returned to DE may be lesser than due to him.
5. Acquisition of the land shall only be taken up wherever the persons are not coming forward to participate in development through land pooling. Therefore, the Board did not agree for land acquisition as a general policy.
6. Board agrees that the land surrendered by DE will inter-alia be used for development of infrastructure, green areas, utilities etc.
7. The Board suggests that DDA and Developer Entity observe the time frame for development of project, infrastructure facilities etc. to be specified in the regulations.
8. The Board suggests that recovery mechanism of the External Development Charges shall be taken care of while formulating the regulations.
9. The Board suggests to examine the provisions of Delhi Land Reforms Act, 1954, Delhi Municipal Corporation Act, 1957, Delhi Development Act, 1957 & Income Tax Act provisions by involving reputed Legal, Taxation and Finance background persons outside from DDA so that the entire work can be completed in a time bound manner.
10. The Board proposes that participation of the DE in creation of infrastructure facilities, roads, parks etc. at city level may be allowed subject to approval of competent Authority.
11. The Board agrees to allow tradable FSI for development. However, in case of residential use, tradable FSI can only be transferred to another DE in the same planning Zones having approval/licence of projects more than 20 Ha.
12. The Board suggests ensuring that Developer Entity makes provisions of adequate parking as per norms of 2 ECS/100 sqm. However, in case of the housing for EWS, the norms of 0.5 ECS/100 sqm to be adopted.

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13. The Board agrees to modify existing provision of basement as "Basement below and beyond building line up to setback line (where it is not specified 2 mts from plot line)" may be clubbed with the ground in case mechanical ventilation is available.

14. The Board agrees to the need for increase in density in order to make available smaller housing units and proposes that EWS population should be considered over and above the permissible density of 800-1000 pph.

15. The Board recommends modification in point 19.7 (iii) to be read as "50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents / Owners of the Group Housing. These will be developed by DE at the respective Group Housing site / premises or contiguous site.

    This provision may also be made applicable for Group Housing Projects in the Urban Areas.

16. The Board further recommends that remaining 50% of DUs developed by DE to be sold to DDA for EWS housing purpose will be sold to DDA / Local Bodies at base cost of Rs. 2000/- per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and can be developed by DE at an alternate nearby site and necessary commercial and PSP facilities shall also be planned by the DE for this separate housing pocket.

17. Board agrees with the development in TOD corridor as per TOD policy.

18. The Board suggests incentives for Green Building norms as per MPD-2021 to be applicable to Group Housing developed under this policy.

Addl. Commissioner (Plg.) UE&MP, DDA
Convener & Secretary of Board of Enquiry & Hearing)

Shri Naseeb Singh, MLA
(Member of Board of Enquiry & Hearing)

Shri Jitender Kumar Kochar
(Member of Board of Enquiry & Hearing)

Chief Planner, TCPO
(Member of Board of Enquiry & Hearing)

Engineer Member, DDA
(Chairman of Board of Enquiry & Hearing)

ii. लैंड पूलिंग आवेदनों के अनुमोदनों से निपटने के लिए दि.वि.प्रा.में एक समर्पित इकाई का सृजन। आवदेनों की वैधता की संवीक्षा के लिए बाह्यसेवा (आउटसोर्सिंग) एवं भवन प्लानों के ऑनलाइन प्रस्तुतिकरण के लिए विशेषज्ञों से विचार विमर्श के विकल्प पर भी विचार किया जाएगा।

[सं. जे-13036/11/2007-डीडी-V]

अभिजीत बक्शी, उप-सचिव

MINISTRY OF URBAN DEVELOPMENT

(Delhi Division)

NOTIFICATION

New Delhi, the 5th September, 2013

S.O. **2687(E)**.— Whereas, certain modifications which the Central Government proposed to make in the Master Plan for Delhi-2021 as mentioned hereunder were published in the Gazette of India, Extraordinary, as Public Notice vide S.O. No. 990(E) dated 18-4-2013 by the Delhi Development Authority in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions as required by sub-section (3) of Section 11-A of the said Act, within forty five days from the date of the said notice.

2. Whereas, objections/suggestions received with regard to the proposed modifications have been considered by a Board of Enquiry and Hearing, set up by Delhi Development Authority and also approved at the meeting of the Delhi Development Authority.

3. Whereas the Central Government has, after carefully considering all aspects of the matter, decided to modify the Master Plan for Delhi-2021.

4. Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modifications in the said Master Plan for Delhi-2021 with effect from the date of publication of this Notification in the Gazette of India.

Modifications:

S. No.	Chapter/Para/ Sub-para of MPD 2021	Modifications
1	**Introduction, Major Highlights of the Plan, S. No. 20, (a) Land Policy** The land policy would be based on the optimum utilisation of available resources, both, public and private in land assembly, development and housing.	The land policy based on the optimum utilisation of available resources, both, public and private in land assembly, development and housing **to be as per Chapter 19.0.**
2	**3.0 Delhi Urban Area, Para 3.2** ... The immediate urban extension could be in the zones of J to L, N & P (I&II). The land required for urban extension, will have to be assembled for planned development. Considering the ...	... The immediate urban extension could be in the zones of J to L, N & P (I&II). **In order to accomodate the additional population, the** land required for urban extension, will have to be assembled for planned development **as per the land policy given in Chapter 19.0.** Considering the ...

3. A new Chapter 19.0 Land Policy is added to the MPD 2021 as under:

19.0 LAND POLICY

The large scale Land Acquisition, Development and Disposal Policy of Delhi approved in 1961 is still in operation. However, land acquisition and planned development has not kept pace with the increasing demands of urbanisation during the last five decades. Moreover, the process of acquisition is increasingly challenged by land owners due to low compensation as compared to the market value. Therefore, the new land policy is based on the concept of Land Pooling wherein the land parcels owned by individuals or group of owners are legally consolidated by transfer of ownership rights to the designated Land Pooling Agency, which later transfers the ownership of the part of land back to the land owners for undertaking of development for such areas. The policy is applicable in the proposed urbanisable areas of the Urban Extensions for which Zonal Plans have been approved.

19.1 Guiding Principles

i. Govt. / DDA to act as a facilitator with minimum intervention to facilitate and speed up integrated planned development.

ii. A land owner, or a group of land owners (who have grouped together of their own volition/will for this purpose) or a developer, hereinafter referred to as the "Developer Entity" (DE), shall be permitted to pool land for unified planning, servicing and subdivision / share of the land for development as per prescribed norms and guidelines.

iii. Each landowner to get an equitable return irrespective of land uses assigned to their land in the Zonal Development Plan (ZDP) with minimum displacement.

iv. To ensure speedy development of Master Plan Roads and other essential Physical & Social Infrastructure and Recreational areas.

v. To ensure inclusive development by adequate provision of EWS and other housing as per Shelter Policy of the Master Plan.

19.2 Role of DDA/Government

i. Declaration of areas under land pooling and preparation of Layout Plans and Sector Plans based on the availability of physical infrastructure.

ii. Superimposition of Revenue maps on the approved Zonal plans.

iii. Time bound development of identified land with Master Plan Roads, provision of Physical Infrastructure such as Water Supply, Sewerage and Drainage, provision of Social Infrastructure and Traffic and Transportation Infrastructure including Metro Corridors.

iv. DDA shall be responsible for external development in a time bound manner.

v. Acquisition of left out land pockets in a time bound manner shall only be taken up wherever the persons are not coming forward to participate in development through land pooling.

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19.3 Role of the Developer Entity (DE)

i. Assembly and surrender of land as per policy in the prescribed time frame to be specified in the Regulations.

ii. Preparation of the layout plans/detailed plans as per the provisions of Master Plan and the Policy.

iii. Demarcate all the roads as per Layout Plan and Sector Plan and get the same verified from the concerned Authority within the assembled area and seek approval of layout plans/detailed plans from the DDA.

iv. a) Develop Sector Roads/Internal Roads/ Infrastructure/Services (including water supply lines, power supply, rain water harvesting, STP, WTP etc.) falling in its share of the land.

b) DE shall be allowed creation of infrastructure facilities, roads, parks etc. at city level subject to approval of Competent Authority

v. Return of the prescribed built up space/ Dwelling Units for EWS/LIG Housing component to the DDA as per the policy.

vi. Timely completion of development and its maintenance with all the neighborhood level facilities i.e. open spaces, roads and services till the area is handed over to the Municipal Corporation concerned for maintenance. The deficiency charges if any, shall be borne by the DE at the time of handing over of the services to the Corporation.

19.4 Land Use Distribution:

19.4.1 The Land Use distribution at the city level for the urbanisable areas in the urban extension adopted for this policy is as under:

- Gross Residential : **53%**. (For every 1000 ha of Land pooled, the gross residential distribution provides approximately 50,000 DU's for EWS housing.)
- Commercial : 5%
- Industrial : 4%
- Recreational : 16%
- Public & Semi-`Public Facilities : 10%
- Roads & Circulation : 12%

19.4.2 The Recreational Land Use does not include green areas within the various gross land use categories.

19.4.3 The share of city level remunerative land to be retained by DDA shall depend on the categories/size of land pooled under this policy. DDA's share in Residential land shall vary between **0-10%**, Commercial Land shall vary between 0-2% and entire Industrial land of 4% shall be retained by DDA.

19.5 Norms for Land Assembly/Land Pooling

The Land Pooling Model proposed for land assembly & development with Developer Entities are as follows:

i. The two categories of land pooling are Category I for 20 Ha and above and Category II for 2 Ha to less than 20 Ha.

ii. The land returned to Developer Entity (DE) in Category I (20 Ha and above) will be 60% and land retained by DDA 40%.

iii. The Land returned to Developer Entity (DE) in Category II (2 Ha to less than 20 Ha) will be 48% and land retained by DDA 52%.

iv. The distribution of land returned to DE (60%) in terms of land use in Category I will be 53% Gross residential, 2% City Level Public/Semi-Public and 5% City Level Commercial. The distribution of land returned to DE (48%) in terms of land use in Category II will be 43% as Gross residential, 2% City Level Public/Semi-Public and 3% City Level Commercial.

v. DE shall be returned land within 5 km radius of pooled land subject to other planning requirements.

Table 19.1: Land Assembly & Pooling Model

			Land Returned to Developer Entity										
			Gross Residential				City Level Commercial			City Level PSP			
			%	Ha	Resi. BUA	Facilities BUA	%	Ha	Ha	%	Ha	Ha	
2 - under 20 Ha~	0. 96Ha (48%)	1.02 Ha (52%)	43	0.86 (0.473)	2.17	0.37***	3	0.06	0.15	2	0.04	0.1	2.79	1256**

~ Land Pooled for the illustrative example is assumed at 20 Ha for Category I and 2 Ha for Category II.
*Residential BUA includes 15% of BUA for EWS Housing.
**Calculated at maximum density of 1000 persons per hectare of gross residential land and density for 15% FAR reserved for EWS calculated at unit size of 32 sqm.
***Calculated as per MPD-2021 norms of 3 sqm per person for facilities.

19.6 Development Control Norms:

i. Development Control Norms under the policy are:

a. Residential FAR 400 for Group Housing to be applicable on net residential land which is exclusive of the 15% FAR reserved for EWS Housing. Net Residential land to be a maximum of 55% of Gross Residential land.

b. FAR for City Level Commercial and City Level PSP to be 250.

c. Maximum Ground Coverage shall be 40%.

d. Density of 15% FAR for EWS population shall be considered over and above the permissible Gross Residential Density of 800-1000 pph.

e. Adequate parking as per norms of 2 ECS/100 sqm of BUA to be provided for Residential development by the DE. However, in case of the housing for EWS, the norms of 0.5 ECS/100 sqm of BUA to be provided.

f. Incentives for Green Building norms as per MPD-2021 to be applicable to Group Housing developed under this policy.

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g. Basement below and beyond building line up to setback line may be kept flushed with the ground in case mechanical ventilation is available. In case not prescribed, basement up to 2 mts from plot line shall be permitted.

ii. Sub-division of gross residential areas and provision of facilities (local and city level) shall be as per MPD 2021.

iii. Local level facilities to commensurate with the density specified at 19.6 (i.) (d.) above.

iv. Tradable FAR is allowed for development. However, in case of residential use, tradable FAR can only be transferred to another DE in the same planning Zones having approval/licence of projects more than 20 Ha.

19.7 Other terms and conditions

i. Land Pooling to be permitted as per this policy in the urbanisable areas of entire urban extension for which Zonal Plans have been approved. However, development along TOD corridors in these areas will be as per TOD policy.

ii. In case of fragmented land holdings coming forward for Land Pooling in the same Planning Zone, land shall be returned in the vicinity of the largest land holding within the same zone. If there is any shortfall / variation of land in any zone or category due to site conditions, the DE will be entitled to the entire built up area permissible to him in that category on the land returned, even though the actual land returned to DE may be lesser than due to him.

iii. EWS Housing unit size to be ranging between 32-40 sqm.

iv. 50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents / Owners of the Group Housing. These will be developed by DE at the respective Group Housing site / premises or contiguous site.

v. Remaining 50% of DUs developed by DE to be sold to DDA for EWS housing purpose will be sold to DDA / Local Bodies at base cost of Rs. 2000/- per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and can be developed by DE at an alternate nearby site. Necessary commercial and PSP facilities shall also be provided by the DE for this separate housing pocket.

vi. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt./DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements.

vii. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is handed over to the DDA.

viii. External Development Charges and any other development charges incurred for the city infrastructure shall be payable by the DE on actual cost incurred by DDA.

19.8 Framework for Implementation of the Policy

i. The detailed Regulations for operationalisation of the Land Pooling Policy including process and timeframe for participation shall be framed separately in a time bound manner. In order to make the Policy people friendly and transparent, the detailed Regulations shall be put up in Public domain for inviting views of the stakeholders giving 30 days time in the newspapers and website since it involves development through participation.

ii. Creation of a dedicated Unit in DDA for dealing with approvals of Land Pooling applications. The option of outsourcing of the scrutiny for legality of applications and online submission of building plans to experts may also be considered.

[No. J-13036/11/2007-DD-V]

ABHIJIT BAKSHI, Dy. Secy.

Printed by the Manager, Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

ANNEXURE N-4

विकासकर्ता संबंधित समूह आवास स्थल/परिसरों अथवा निकटस्थ स्थल पर इन आवासों का निर्माण करेगा । ई.डब्ल्यू.एस. आवासीय उद्देश्य के लिए विकासकर्ता द्वारा दि.वि.प्रा. को बेची जाने वाली शेष 50% आवासीय इकाइयों वर्ष 2013 के के.लो.नि.वि. सूचकांक के अनुसार 2000 रु. प्रति वर्गफुट की आधार लागत (साथ ही ई.ब्ल्यू.एस. पार्किंग की लागत)पर दि.वि.प्रा./स्थानीय निकायों को बेची जाएगी। यह लागत वास्तव में इन आवासीय इकाइयों को सौंपते समय के.लो.नि.वि. के वृद्धि सूचकांक के अनुसार बढ़ायी जाएगी तथा विकासकर्ता रागीपरथ वैकल्पिक स्थल पर इनका विकास कर सकता है। विकासकर्ता इस अलग आवासीय पॉकेट के लिए आवश्यक व्यावसायिक तथा पी एस पी सुविधाओं की व्यवस्था करेगा । विकासकर्ता द्वारा बनाए गए ये ई.डब्ल्यू. एस. आवासीय घटक इस संबंध में सरकार/दि.वि.प्रा. द्वारा निर्धारित कोटि आश्वासन जांचों की शर्त के अधीन होंगे । इस घटक की अंतिम रूप से सुपुर्दगी/हस्तगतता कोटि आश्वासन अपेक्षाओं को पूरा करने की शर्त के अधीन होगी। विकासकर्ता को दि.वि.प्रा. को निर्धारित भूमि तथा ई.डब्ल्यू.एस. आवासीय घटक के सुपुर्द करने के पश्चात् ही अपने हिस्से/स्वामित्व के बिक्री योग्य घटक को प्रत्याशित क्रेताओं को वास्तविक हस्तांतरण/सौदे की अनुमति होगी ।

[फा. सं. के–12011/9/2012–डीडी–I]
सुनील कुमार, अवर सचिव

MINISTRY OF URBAN DEVELOPMENT

(Delhi Division)

NOTIFICATION

New Delhi, the 23rd September, 2013

S.O. 2889(E).—Whereas the Central Government, after carefully considering all aspects of the matter related to Land Policy, decided to modify the Master Plan for Delhi-2021 vide SO N.2687(E) dated 06.09.2013. Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes corresponding modifications in the Para 4.4.3B. Residential Plot-Group Housing, with effect from the date of publication of this Notification in the Gazette of India.

2. The modified text in Para 4.4.3 B. Residential Plot-Group Housing regarding modifications in the Master Plan for Delhi-2021, is as under:

B. **Residential Plot - Group Housing**

Minimum size of plot	3000 sqm.
Maximum Ground Coverage	33.3%
Maximum FAR	200
Height	NR (subject to clearance from AAI/Fire Deptt. and other statutory bodies).
Parking	2.0 ECS/100 sqm. built up area *and 0.5 ECS/100 sqm. for EWS/Service Personnel housing.*

(v) The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel/ EWS and lower category. Such flats should have a carpet area between 25-40 sqm. This 15% of the proposed FAR for Community Service Personnel/EWS and lower category housing would be over and above 200 permissible FAR and density of 200 DUs. Employer Housing of Central Government, State Government and other Government Agencies are not required to follow the requirement of FAR or Dwelling Units for Community Service Personnel/EWS and lower income category. *50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to DDA for EWS housing purpose will be sold to DDA/ Local Bodies at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and can be developed by DE at an alternate nearby site. Necessary commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt./DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is handed over to the DDA.*

[F. No. K-12011/9/2012-DD-I]
SUNIL KUMAR, Under Secy.

Printed by the Manager, Government of India Press, Ring Road, Mayapuri, New Delhi-110064

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659651/2024/O/o DD(H)JANTA

ANNEXURE N-5

ITEM NO. 29/2020

SUBJECT: MODIFICATION IN MASTER PLAN FOR DELHI - 2021 W.R.T. EWS /COMMUNITY-SERVICE PERSONNEL HOUSING.
F.3(37)2004/MP

SYNOPSIS

- The process of allotment of the EWS flats to the beneficiary involves levying of stamp duties at two levels i.e. one when DE sells to DDA and other when DDA allots to the beneficiary.
- The burden of the dual stamp duty is getting transferred to the beneficiary and in the process the cost of flat is increased. The sole purpose of affordable housing/ Housing for All due to enhanced costs is getting defeated.
- In order to streamline the process of allotment and reduce the cost of the apartments, it has been decided that suitable modification may be done by modifying the relevant clause in Master Plan for Delhi-2021.
- The proposal was approved by the Technical Committee in its meeting held on 11.11.2019 vide Item No. 40 / 2019.
- Further, the proposal was approved by the Authority in its meeting held on 02.01.2020 vide item No. 03/2020. , and accordingly, a Public notice was published in Gazette of India vide S.O. No. 694(E) dated 14.02.2020 for inviting objections/suggestions from the public within stipulated time period of 45 days under Section-11A of DD Act, 1957.
- In response to the above public notice, One (1) number of objection/Suggestion was received, but subsequently withdrawn by the applicant. Hence, Board of Enquiry and Hearing (BoEH) is not required.
- The proposal for modification is placed for final approval of the Authority, after approval, the proposal shall be forwarded to Ministry for Final Notification.

1.0 BACKGROUND

1.1 Land Policy as part of New Chapter 19 in MPD-2021 was initially notified vide S.O. 2687(E) dt. 05.09.2013 wherein the certain provisions of EWS / Community-Service Personnel (CSP) housing and its disposal was mentioned. This provision of EWS housing as notified under Land Policy was also adopted in Para 4.4.3 B point (v) of Chapter 4 in MPD-2021 and accordingly notified by the Ministry vide S.O. 2889(E) dt. 23.09.2013 as follows:

"The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel / EWS and lower category. Such flats should have an area between 25 to 40 sqm. This 15% of the

proposed FAR for Community Service Personnel / EWS and lower category housing would be over and above 200 Permissible FAR and density of 200 DUs. 50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to DDA for EWS housing purpose will be sold to DDA/ Local Bodies at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation Index at the time of actual handing over and can be developed by DE at an alternate nearby site. Necessary commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt./DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is handed over to the DDA.

1.2 In the context of DDA Housing Scheme 2014, representations have been received from the public requesting for the reduction of cost of EWS Category Flats in order to make them affordable. The following issues have been raised by the applicants:

1.2.1 The cost of the EWS category houses works out to be more than 20 lakhs which is beyond their payment capacity. The EWS category people are not granted home loan beyond the limit of six lakhs fixed by banks.

1.2.2 As such the EWS persons are unable to afford the EWS flats offered by DDA and would defeat the purpose of various housing schemes declared by the Government for the EWS category people.

1.2.3 In past, several issues have also been raised by the public regarding EWS flats, within the share of the developer being sold at higher rates and not to the EWS category people.

1.3 This issue has also been deliberated with Senior officers of DDA & it was seen that due to the provisions in the Master Plan, the process of allotment of the EWS flats to the beneficiary involves levying of stamp duties at two levels i.e. one when DE sells to DDA and other when DDA allots to the beneficiary. The burden of the dual stamp duty is getting transferred to the beneficiary and in the process the cost of flat is increased. The sole purpose of affordable housing/ Housing for All due to enhanced costs is getting defeated.

In order to streamline the process of allotment and reduce the cost of the apartments, it has been decided that suitable modification may be done by modifying the relevant clause in Master Plan for Delhi-2021.

1.4 The matter was placed before the Technical Committee in its meeting held on 11.11.2019 vide Item No. 40 / 2019 **(Annexure -I).**

2.0 DECISION OF THE AUTHORITY

- Based on the recommendation of the Technical Committee, the proposal was put forward in Authority meeting dated 02.01.2020. The Proposal was approved by the Authority in its meeting dated 02.01.2020 vide Item NO. 03/2020, wherein following decision was taken: **(Annexure-II)**

> *"The proposal contained in the agenda items was approved. Public notice inviting objections/suggestions under Section 11A of DD Act, 1957 be issued."*

3.0 FOLLOW UP ACTION

- As per the decision of Authority, a Public notice was published in Gazette of India vide S.O. No. 694(E) **(Annexure-III)** dated 14.02.2020 for inviting objections/suggestions from the public within stipulated time period of 45 days under Section-11A of DD Act, 1957.

- In response to the above public notice, One (1) number of objections/Suggestions was received, this suggestion was in support of the modification and reads as follows:

  "To *achieve desirable results and make this issue wholly a comfortable one to all the allotees, we must have the following cushions:*

  (a) As a prospective buyer or allotee, we should have the liberty to pay directly to the developer or Developer Entity (DE).

  (b) If the developer or Developer Entity (DE) directly sells the units to allotee, the burden of stamp duty is drastically reduced."

  However, the same was withdrawn by the applicant. Hence, Board of Enquiry and Hearing (BoEH) is not required.

4.0 PROPOSAL

Based on the above recommendation of the Technical Committee and deliberations, the following modifications in MPD-2021 is proposed for consideration:

MPD 2021		
S. No.	**Existing Provisions**	**Proposed Modifications**
1.	**Chapter 4: Shelter; Para 4.4.3 B. Residential Plot - Group Housing**	
	(v) The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel / EWS and lower category. Such flats should have an area between 25 to 40 sqm. This 15% of the	(v) The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel / EWS and lower category. Such flats should have an area between 25 to 40 sqm.This 15% of the proposed FAR for

	proposed FAR for Community Service Personnel / EWS and lower category housing would be over and above 200 Permissible FAR and density of 200 DUs. Employer Housing of Central Government, State Government and other Government agencies are not required to follow the requirement of FAR or Dwelling Unit for Community service personal/EWS and lower income category. 50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents / Owners of the Group Housing. These will be developed by DE at the respective Group Housing site / premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to~~DDA for EWS housing purpose will be sold to DDA/ Local~~ Bodies at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over andcan be developed by DE at an alternate nearby site. Necessary commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt. / DDA. The final handing / taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer / transaction of saleable component under its share / ownership to the prospective buyers only after the prescribed land and EWS housing component is ~~handed over to the DDA.~~	Community Service Personnel / EWS and lower category housing would be over and above 200 Permissible FAR and density of 200 DUs. Employer Housing of Central Government, State Government and other Government Agencies are not required to follow the requirement of FAR or Dwelling Units for Community Service Personnel / EWS . and lower income category.50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to***the eligible beneficiaries identified by DDA/ local bodies as per DDA Policy***at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and can be developed by DE at an alternate nearby site. Necessary***parking***, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt. /DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is ***sold/ transferred to the eligible beneficiaries identified by DDA/ local bodies at the rates prescribed by DDA.***

2	Chapter 19: Land Policy; Para 19.3 Role of the DE / Consortium	
	xi) Sell 50% of the EWS housing stock to DDA at a base cost prescribed by the latest CPWD index (plus cost of EWS parking) or actual cost whichever is less, at the time of actual handing over. The DE/Consortium will develop such 50% housing stock as a separate block and provide all necessary parking, commercial and PSP facilities for this separate housing pocket.	xi) Sell 50% of the EWS housing stock to *the eligible beneficiaries identified by DDA/ local bodies as per DDA Policy.*

5.0 RECOMMENDATION

The proposal as contained in para 4.0 above is placed before the Authority for its approval. After approval, the proposal shall be forwarded to the Ministry of Housing and Urban Affairs, GoI for its consideration and final notification under Section 11 A of DD Act, 1957.

RESOLUTION

The proposal was deliberated and it was discussed that Master Plan is a broad policy document and determination of rates of disposal should not be part of Master Plan. It was decided that in the proposed modification Chapter -4; Para 4.4.3B Para (v), the following lines of para be revised as :

".... as per DDA Policy.....~~at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and~~ . These can be developed by DE at an alternate nearby site....."

The proposal contained in the agenda item was approved with the above changes and be forwarded to the Ministry of Housing and Urban Affairs, Government of India, for issuance of final notification under Section 11 A of DD Act, 1957.

E/312/0002/2022/CGHS/DW-JANTA II

65965/2024/O/o DD(H)JANTA

EXTRACT OF THE MINUTES OF 9TH TECHNICAL COMMITTEE MEETING HELD ON 1-2-2019 "DECISION"

ANNEXURE-I

40/2019	Modification in Master Plan for Delhi- 2021 w.r.t. EWS/ Community- Service personnel housing	The proposal was presented by Addl. Commr (Plg) - I. It was decided that the provisions related to the EWS housing and the criteria laid down in the Master Plan in its Chapter-4.0 would remain altered and would be modified to the extent to facilitate levying of stamp duty only at one level. The same criteria would be extended in the relevant clauses in the chapter on the Land Pooling to ensure there is no ambiguity. The clause to be read as follows: Para 4.4.3 B (v) The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel / EWS and lower category. Such flats should have an area between 25 to 40 sqm. This 15% of the proposed FAR for Community Service Personnel / EWS and lower category housing would be over and above 200 Permissible FAR and density of 200 DUs. Employer Housing of Central Government, State Government and other Government Agencies are not required to follow the requirement of FAR or Dwelling Units for Community Service Personnel / EWS and lower income category. 50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to the eligible beneficiaries identified by DDA/ local bodies as per DDA Policy. The base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and can be developed by DE at an alternate nearby site. Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt./DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is handed over to the DDA. Chapter 19: Land Pooling Para 19.3 (xi) 50% of DUs developed by DE to be sold to the eligible beneficiaries identified by DDA/ local bodies as per DDA Policy.

DELHI DEVELOPMENT AUTHORITY
PLAN SECT
This Proposal was Considered in Technical Committee on 11.11.2019
40/TC/2019
Director Master Plan
DD (Plans) Director Master Plan

E/312/0002/2022/CGHS/DW-JANTA II

659631/2024/O/o DD(H)JANTA

ANNEXURE-II

Director (Planning)/MP
Diary No. 3740
Date 13.01.2020

DD/MP & DC
Dy.No. 75
Date 17/01/2020

आयुक्त (योजना) कार्यालय
डायरी सं. M-69
दिनांक 10/01/2020

DELHI DEVELOPMENT AUTHORITY
(MEETING CELL)

No. F.2(1)2020/MC/DDA/07 Dated: the 9th January, 2020

Sub: Minutes of the meeting of Delhi Development Authority.

Kindly find enclosed minutes of the meeting of Delhi Development Authority held on 2nd January, 2020 at Raj Niwas, Delhi. Amendments to the minutes, if any, may kindly be proposed within 3 days.

(Rajiv Matta)
Dy. Director (Meetings)

Encl: As above.

Copy to:

1. Chief Vigilance Officer
2. Chief Legal Advisor
3. Commissioner (LM)
4. Commissioner (Personnel/Housing)
5. Commissioner (LD)
6. Commissioner (Planning)
7. Chief Architect
8. Chief Accounts Officer
9. Addl. Commissioner (Landscape)
10. Financial Advisor (Housing)
11. Director (Works)
12. Director (LC)/Consultant

- Addl(LS) - I
- Dir(Plg)MP
- Dir(LM)HQ
- PS

copy of the minutes be placed in the concern file for taking action.

Dep Dir(MP)
UT-I

120

E/312/0002/2022/CGHS/DW-JANTA II

Item No. 03 /2020

Modification in Master Plan for Delhi-2021 w.r.t. EWS/Community-Service Personnel Housing.
F3(37)2004/MP

The proposal contained in the agenda items was approved. Public notice inviting objections/suggestions under Section 11 A of DD Act, 1957 be issued.

Item No. 04/2020

Development/Construction of 30m/24m wide Master Plan road to provide approach from Main Chattarpur Road to SAARC Campus, Central Armed Police Forces Institute of Medical Science (CAPFIMS), NIC Campus.
F.4(4)CC-1/2018-19/DDA/Pt.

The proposal contained in the agenda items was approved.

Item No. 05/2020

Proposed modification in MPD-2021 with respect to transit oriented development (TOD) .
F.20(7)2015/MP

The proposal contained in the agenda items was approved. Public notice inviting objections/suggestions under Section 11 A of DD Act, 1957 be issued.

Item No. 06/2020

Proposed Amendments in MPD-2021 w.r.t. Fitness Centre (including gymnasium, yoga/meditation centre and Wellness Centres.
F.3(9)/2012/MP

The proposal contained in the agenda items was approved. The matter be forwarded to the Ministry of Housing and Urban Affairs, Govt. of India for consideration and issuance of final notification.

Item No. 07/2020

The Delhi Biodiversity Society registered under Societies Registration Act XXI of 1860' for management of Delhi Biodiversity Parks.
F.PA/AC(LS)/DDA

The proposal contained in the agenda items was approved.

659651/2024/O/o DD(H)JANTA

ANNEXURE-III

[भाग II—खण्ड 3(ii)] भारत का राजपत्र : असाधारण

	आवासीय भूखंड के लिए नयी आवश्यक पार्किंग व्यावसायिक और पी.एस.पी. भूखंडों पर लागू होगी।

2. प्रस्तावित संशोधन को दर्शाने वाला दि.मु.यो.-2021 का पाठ निरीक्षण के लिए उपर्युक्त अवधि में सेवा वाले कार्य-दिवसों में उप निदेशक कार्यालय, मुख्य योजना अनुभाग, दिल्ली विकास प्राधिकरण, 13वीं मंजिल, विकास मीनार, आई.पी.एस्टेट, नई दिल्ली में उपलब्ध रहेगा। प्रस्तावित संशोधनों को दर्शाने वाला पाठ दि.वि.प्रा. के वेबसाइट अर्थात www.dda.org.in पर भी उपलब्ध है।

[फा. सं. एफ.3(37)/2004/एम.पी.]

वी. एल.ए., आयुक्त एवं सचिव

DELHI DEVELOPMENT AUTHORITY

(MASTER PLAN SECTION)

PUBLIC NOTICE

New Delhi, the 14th February, 2020

S.O. 694(E).—The following modifications which the Delhi Development Authority/Central Government proposes to make to the Master Plan for Delhi-2021, under Section-11(A) of Delhi Development Act, 1957, are hereby published for public information. Any person having any objections/suggestions with respect to the proposed modifications may send the objections/suggestions in writing to the Commissioner-cum-Secretary, Delhi Development Authority, 'B' Block, Vikas Sadan, New Delhi-110023, within a period of Forty Five (45) days from the date of issue of this Notice. The person making the objections or suggestions should also give his/her name, address and telephone/contact number(s)/ E-mail ID which should be readable.

Modifications:

MPD 2021		
S. No.	**Existing Provisions**	**Proposed Modifications**
1.	**Chapter 4: Shelter; Para 4.4.3 B. Residential Plot – Group Housing**	
	(v) The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel / EWS and lower category. Such flats should have an area between 25 to 40 sqm. This 15% of the proposed FAR for Community Service Personnel / EWS and lower category housing would be over and above 200 Permissible FAR and density of 200 DUs. Employer Housing of Central Government, State Government and other Government agencies are not required to follow the requirement of FAR or Dwelling Unit for Community Service Personnel/EWS and lower income category. 50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents / Owners of the Group Housing. These will be developed by DE at the respective Group Housing site / premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to DDA	(v) The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel / EWS and lower category. Such flats should have an area between 25 to 40 sqm. This 15% of the proposed FAR for Community Service Personnel / EWS and lower category housing would be over and above 200 Permissible FAR and density of 200 DUs. Employer Housing of Central Government, State Government and other Government Agencies are not required to follow the requirement of FAR or Dwelling Units for Community Service Personnel / EWS and lower income category. 50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to*the eligible beneficiaries identified by DDA/ local bodies as per DDA Policy* at base cost of Rs. 2000 per sq. ft. as per CPWD index

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	~~for EWS housing purpose will be sold to DDA/ Local Bodies~~ at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over andcan be developed by DE at an alternate nearby site. Necessary commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt. / DDA. The final handing / taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer / transaction of saleable component under its share / ownership to the prospective buyers only after the prescribed land and EWS housing component is ~~handed over to the DDA.~~	of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and can be developed by DE at an alternate nearby site. Necessary commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt. /DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is *sold/ transferred to the eligible beneficiaries identified by DDA/ local bodies at the rates prescribed by DDA.*
2	**Chapter 19: Land Policy;** **Para 19.3 Role of the DE / Consortium**	
	xi) Sell 50% of the EWS housing stock to ~~DDA at a base cost prescribed by the latest CPWD index (plus cost of EWS parking) or actual cost whichever is less, at the time of actual handing over. The DE/Consortium will develop such 50% housing stock as a separate block and provide all necessary parking, commercial and PSP facilities for this separate housing pocket.~~	xi) Sell 50% of the EWS housing stock to *the eligible beneficiaries identified by DDA/ local bodies as per DDA Policy.*

2. The text of MPD-2021 indicating the proposed modifications shall be available for inspection at the Office of the Dy. Director, Master Plan Section, 6th Floor, Vikas Minar, IP Estate, New Delhi-110002, on all working days within the period referred above. The text indicating the proposed modifications is also available on DDA's website i.e. www.dda.org.in.

[F. No: F.3(37)/2004/MP]
D. SARKAR, Commissioner-cum-Secy.

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054. ALOK KUMAR

	के बाद ही डेवलपर निकाय को संभावित खरीदारों को अपने हिस्से/स्वामित्व के तहत बिक्री योग्य घटक के वास्तविक हस्तांतरण/लेनदेन की अनुमति दी जाएगी।	योग्य घटक का वास्तविक हस्तांतरण/लेनदेन करने की अनुमति दी जाएगी।
2	अध्याय 19: भूमि नीति; पैरा 19.3 डेवलपर निकाय /सहायता संघ की भूमिका	
	xi) वास्तविक रूप से सौंपे जाने के समय नवीनतम सीपीडब्ल्यूडी सूचकांक (ईडब्ल्यूएस पार्किंग की लागत सहित) या वास्तविक लागत जो भी कम हो, द्वारा निर्धारित बेस कीमत पर ईडब्ल्यूएस आवास स्टॉक का 50% डीडीए को बेच दें। डेवलपर निकाय/संघ इस तरह के 50% हाउसिंग स्टॉक को एक अलग ब्लॉक के रूप में विकसित करेगा और इस अलग हाउसिंग पॉकेट के लिए सभी आवश्यक पार्किंग, वाणिज्यिक और पीएसपी सुविधाएं प्रदान करेगा।	xi) डीडीए की नीति के अनुसार डीडीए/स्थानीय निकायों द्वारा चिन्हित पात्र लाभार्थियों को ईडब्ल्यूएस आवास स्टॉक का 50% बेच दें।

[फा. सं. के-12011/4/2020-डीडी-I]

उपेंद्र कुमार तिवारी, अवर सचिव

MINISTRY OF HOUSING AND URBAN AFFAIRS

(Delhi Division)

NOTIFICATION

New Delhi, the 16th November, 2020

S.O. 4125(E).—Whereas, certain modifications which the Central Government proposed to make in the Master Plan for Delhi-2021 as part of its review exercise which were published in the Gazette of India, Extraordinary, as Public Notice S.O. 694 (E) dt. 14.02.2020 by the Delhi Development Authority in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions as required by sub-section (3) of Section 11-A of the said Act, within forty five days from the date of the said notice.

2. Whereas, only one objection / suggestion was received with regard to the proposed modifications, however, the same was withdrawn by the applicant.

3. Whereas, the Central Government has, after carefully considering all aspects of the matter, decided to modify the Master Plan for Delhi-2021.

4. Now, therefore, in exercise of the powers conferred under sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modifications in the said Master Plan for Delhi–2021 with effect from the date of publication of this Notification in the Gazette of India.

Modifications:

MPD 2021		
S. No.	**Existing Provisions**	**Proposed Modifications**
1.	**Chapter 4: Shelter; Para 4.4.3 B. Residential Plot – Group Housing**	
	(v) The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel / EWS and lower category. Such flats should have an area between 25 to 40 sqm. This 15% of the proposed FAR for	(v) The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel / EWS and lower category. Such flats should have an area between 25 to 40 sqm. This 15% of the proposed FAR for

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	Community Service Personnel / EWS and lower category housing would be over and above 200 Permissible FAR and density of 200 DUs. Employer Housing of Central Government, State Government and other Government agencies are not required to follow the requirement of FAR or Dwelling Unit for Community service personal/EWS and lower income category. 50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents / Owners of the Group Housing. These will be developed by DE at the respective Group Housing site / premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to ~~DDA for EWS housing purpose will be sold to DDA/ Local Bodies at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and~~ can be developed by DE at an alternate nearby site. Necessary commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt. / DDA. The final handing / taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer / transaction of saleable component under its share / ownership to the prospective buyers only after the prescribed land and EWS housing component is ~~handed over to the DDA.~~	Community Service Personnel / EWS and lower category housing would be over and above 20[illegible] Permissible FAR and density of 200 DUs. Employer Housing of Central Government, State Government and other Government Agencies are not required to follow the requirement of FAR or Dwelling Units for Community Service Personnel / EWS and lower income category. 50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to ***the eligible beneficiaries identified by DDA/ local bodies as per DDA Policy.*** These can be developed by DE at an alternate nearby site. Necessary **parking**, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt. /DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is ***sold/ transferred to the eligible beneficiaries identified by DDA/ local bodies at the rates prescribed by DDA.***
2	**Chapter 19: Land Policy;** **Para 19.3 Role of the DE / Consortium**	
	xi) Sell 50% of the EWS housing stock to ~~**DDA at a base cost prescribed by the latest CPWD index (plus cost of EWS parking) or actual cost whichever is less, at the time of actual handing over. The DE/Consortium will develop such 50% housing stock as a separate block and provide all necessary parking, commercial and PSP facilities for this separate housing pocket.**~~	xi) Sell 50% of the EWS housing stock to ***the eligible beneficiaries identified by DDA/ local bodies as per DDA Policy.***

[F.No. K-12011/4/2020-DD-I]

UPENDRA KUMAR TIWARI, Under Secy.

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and Published by the Controller of Publications, Delhi-110054.

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Annexure-N7

Proposals of Developer Entities in chronological order:

Sr. No.	Developer Entity & project	Remarks
1.	**M/s DLF, Capital Greens, Motinagar (Phase-I):** 772 EWS flats were offered as DDA's share in 2014.	• These flats were included for disposal in Housing Scheme 2014. • The disposal of these flats was done in accordance to notification dated 23.09.2013 (**Annexure-N4**) wherein DDA bought these flats from DE and then subsequently disposed to the buyers. • The issue of costing led to many legal cases and delay in handing over of possession of flats. Thereafter, notification was issued on 16.11.2020 (**Annexure-N6**) amending the relevant MPD clauses and removing the provision of purchasing of flats by DDA from DEs.
2.	**M/s Negolice India Ltd, M2K Victoria Garden, Azadpur:** 66 EWS flats offered for disposal	• The matter of disposal of 66 EWS flats developed by M/s Negolice India Ltd. at its housing project M2K Victoria Garden at Azadpur was being processed in year 2020 as per provisions of notification dated 23.09.2013 (**Annexure-N4**). The payment of Rs. 13,10,81,322/- was made by DDA to DE for acquiring these flats. • However, before conveyance deed could be finalized and signed between DDA and DE, another notification was issued on 16.11.2020 (**Annexure-N6**) amending the relevant MPD clauses and removing the provision of purchasing of flats by DDA from DE. The matter has entered into deadlock on the issue of applicability of notification and the refund to be made to DDA. • Lately, communication has been made to the DE to execute the conveyance deed so that the EWS flats can be disposed as per notification dated 23.09.2013. The matter is being handled separately.
3.	**M/s Umang Realtech (P) Ltd., Winter Hills, Dwarka Mor:** 82 EWS flats offered for disposal	• M/s Umang Realtech (P) Ltd. applied to DDA in year 2016 for disposal of 82 EWS flats at its housing project Winter Hills, Dwarka Mor with subsequent communications in 2017, 2018 & 2019.

		However, the complete proposal was submitted in 2022. • Meanwhile, notification was issued on 16.11.2020 (**Annexure-N6**) amending the MPD clauses. • After initial scrutiny of the request by Housing department and site examination by Engg. division in March 2023, the file was forwarded to Accounts branch in May, 2023 for costing of the flats. The matter has been pending since then for want of clear policy guidelines on costing and mechanism of disposal of the flats.
4.	**M/s Brilliant Etoile Pvt. Ltd., Sky Mansion, Village Chandan Hola, Tehsil Hauz Khas:** 62 EWS flats offered for disposal	• M/s Brilliant Etoile Pvt. Ltd. has applied in DDA in June 2023 for disposal of 62 EWS flats at its housing project at Sky Mansion as per provisions of notification dated 16.11.2020 (**Annexure-N6**). • After initial scrutiny of the proposal in Housing department, the proposal was forwarded to Engg. Division in Feb. 2024. • The file has been received back from Engg. division in August 2024. • The matter is now pending for want of clear policy guidelines on costing and mechanism of disposal of the flats.
5.	**M/s DLF Capital Greens, Motinagar (Phase-II):** Upcoming project	• DE is yet to apply in DDA for disposal of EWS flats
6.	**M/s Godrej, Okhla:** Upcoming project	• DE is yet to apply in DDA for disposal of EWS flats

ITEM NO. 66/2020

Subject: Proposal for Disposal of GH Plots by e-auction and consequently, methodology for disposal of EWS Flats constructed by availing the Additional 15% FAR as per Master-Plan which will come to DDA as per the Master Plan provisions.

F.LD/GH/0005/2020/F1(Misc.)GH-II

I. INTRODUCTION

DDA is required to dispose Group Housing (GH) Plots as per the MOD Provisions below-

Master Plan Provision (As Amended by DDA Authority Meeting on 14-7-2020)

Chapter 4: Shelter; Para 4.4.3 B. Residential Plot – Group Housing

The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel / EWS and lower category. Such flats should have an area between 25 to 40 sq.m. This 15% of the proposed FAR for Community Service Personnel / EWS and lower category housing would be over and above 200 Permissible FAR and density of 200 DUs.

Employer Housing of Central Government, State Government and other Government Agencies are not required to follow the requirement of FAR or Dwelling Units for Community Service Personnel / EWS and lower income category.

50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to the eligible beneficiaries identified by DDA/ local bodies as per DDA Policy. These can be developed by DE at an alternate nearby site.

Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt. /DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements.

The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the

prescribed land and EWS housing component is sold/ transferred to the eligible beneficiaries identified by DDA/ local bodies at the rates prescribed by DDA.

Note: The proposal for notification of this amendment is pending for approval in MoHUA. This proposal is in anticipation of approval of the Ministry.

II. OPTIONS AND ANALYSIS OF OPTIONS

Based on the above (revised) MPD provisions, DDA proposes to dispose, by e-auction, GH plots for private Developers and consequently, dispose the EWS flats, that are to be made available to DDA by such developers to EWS families as per policy.

In order to have transparency certainty in bidding during the e-auction, we need to pre-declare the pricing policy of EWS flats (DDA's portion), that would be sold directly by the Developer to the EWS families (decided by DDA). Such price would be collected and utilized by the DE, and no share would be paid to DDA.

One Option is DDA Pre-fixes the said EWS flat price in advance, before e-Auction. This system would be clear un-ambiguous, and transparent. However, this option has a dis-advantage that it does not take care of market situations at the time of actual disposal of flats. Also, DDA's Flats' Pre-Determined Rates (PDR) are declared annually, and it is difficult to say, what the PDR would be, after 3 or 4 years, when the flat disposal will take place (although one can make certain projections). Also, generally, PDRs are artificially determined, and may not reflect the market conditions. PDR do not take care of paying capacities of EWS families, and therefore, possibility of no-eligible takers of flats is there. This may lead to a risk of vacant undisposed stock and blockage of capital of the developer, for which, he may seek compensation from DDA. We will not have flexibility of reducing the price at that time because it will amount to modification in tender conditions post award.

The Second option is to allow the DE to fix the EWS price, subject to condition that only eligible EWS can be allotted such flat (and of course, EWS allottees will be decided by DDA). This will make the price market driven, and the Developer will have the flexibility to revise the price depending upon the market conditions / paying capacities of EWS persons. On the other hand, this brings in certain uncertainty on the price front, but the risk of un-disposed stock will get minimized. This method may achieve the objective of affordable housing to the EWS families. If this model is adopted, we can consider Auctioning the GH plots on the Terms and Conditions specified in this document, to achieve a fair and transparent Auction Process.

III PROPOSAL

We therefore propose that the model under the second option should be adopted for Auctioning the GH plots. In this second option-

•DDA will offer land to the Developer Entity (DE) in various areas of Delhi on Freehold basis for development of Group Housing (GH) as per the masterplan provisions.

•These plots will be auctioned and developed by private developers, with the broad guidelines as mentioned in point 8 below.

•Before granting Possession and Free-hold Conveyance of the Plot, an Agreement[1] will be executed between DDA and Developer for meeting the obligations specified therein.

{The Agreement is required as Plot is being disposed on Free-hold basis. The Freehold Conveyance Deed and MPD does not take care of all the risks / possibilities of failure and default. Thus Agreement is required. This Agreement is to be executed BEFORE the conveyance Deed / possession of plot to the DE. The Banks will come into picture later, when DE will mortgage the property to obtain loan for the project.}

•A Performance Guarantee, of amount equal to 50% of the Construction Cost of DDA's portion Flats, valid for a Period of the Contract will have to be provided (and kept active) by the developer to DDA. The Construction Cost of Flats will be determined by Applying CPWD construction rates (of the Year of execution of Contract) on the FAR.

•The bid variable in the Auction would be the price or the lump sum amount for the Land that is being provided by DDA for the GH development on aforesaid terms and Conditions.

•The entire premium of the plot should be paid up front before allotment / possession.

•If the Department is not satisfied with-the bid amount, DDA will be at liberty to cancel the bid/auction.

•The Draft Agreement shall be as per the Annexure. The Clauses under the draft Agreement shall be deemed to be the E-Auction conditions for GH Plots. The main points/clauses of the draft agreement are as below-

•Clause No 21 – Methodology for disposal of EWS Flats (DDA's portion)

•Clause No 29 – Undisposed Stock (DDA's portion)

•Clause No 32 – Obligation to complete EWS portion first.

•Clause 37 and 40 – Quality of EWS Flats to be provided by developer

•Clause No 48 – Risk matrix and penalties

•Clause No 51 – Operation of Escrow Accounts

•It is expected that the conditions that DDA EWS eligibility will be checked, DDA will invite and select applications, and the flats can be disposed only to DDA selected EWS families will bring in market mechanisms that the Developer will fix price in such a way that the EWS can afford it (otherwise there will be undisposed stock). Further the condition that undisposed stock comes to DDA after 3 years for free - this will putpressure on the developer to fix reasonable and affordable price tag on such flats.

IV. Comments of Finance, Planning & Law Department

The proposal was examined by Finance, Law and Planning Department. Their comments have been examined and considered while preparing the proposal.

V. Issues of concern –

•There is no lock-in for the EWS allottees. The flats are being given to them on free-hold. This may lead to malpractices. People may take (low price) allotment in the name of EWS, and thereafter the flat may get sold to non-EWS, and the premium may be syphoned off. Thus the actual EWS may still be deprived of housing. Allotment to EWS on Lease with the lock-in condition but will not be effective as the lease will be between DE and allottee, in which DDA has no jurisdiction. In any case possible transactions on POA / ATS vitiate all such attempts of putting Lock-in. We may revise the EWS eligibility norms using Aadhar system and prescribe restrictions therein (such as one EWS family can get only one allotment). However, such proposal which can be considered separately because it will effect all EWS allotments by DDA.

•Land is being allotted to DE on Free-hold basis. If, on receipt of Conveyance Deed from DDA, he immediately (or subsequently) sells it (i.e. the land) to some-one else, DDA will have only one option – i.e. Realize the Performance Guarantee,

and file a civil suit for recoveries of damages. The so-called new purchaser will be under no contractual obligations, and only MPD mandate can perhaps come to DDA's rescue. (i.e. the new developer will not get completion certificate until he complies with the MPD provisions and handover the EWS flats to DDA). It may be difficult recover / take back the plot as it has been disposed on free-hold.

VI. APPROVAL SOUGHT FROM AUTHORITY :

•Approval may be granted for disposal of GH Plots by e-auction as per the proposal in Para III, with such drafting and language changes in the draft Agreement in consultation with law department

•Vice Chairman may also be authorized to make suitable changes / amendments in the draft agreement, based on inputs / feedback from stakeholders at the time of e-auction or otherwise. However, any such change shall be within the overall structure of the proposal.

RESOLUTION

The proposal contained in the agenda item was approved. The Authority also observed that DDA should put a maximum cap on the price of the EWS flats to be sold by developer keeping in view the DDA policy.

The VC, DDA suggested that the land component may be computed at 50% of average land price per sq. mtr as per Bid x FAR area of the flat x 100/MPF. Here, 50% is as per DDA policy for fixation of PDR and MPF is maximum permissible FAR which is 230 as per MPD-2021 for Group Housing plots including 30 FAR for EWS flats. As regards the construction cost, it will be fixed as per last available CPWD PAR, enhanced by the prevailing cost index at the time of allotment

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ANNEXURE

Agreement

This agreement is made on this ..... day of ..... 2020.....at Delhi between the President of India (hereinafter called the Vendor which expression shall unless the context requires a different or another meaning, shall include its successors and assigns in the office through Delhi Development Authority a body constituted under section 3 of Delhi Development Authority Act, 1957 (61 of 1957) of the one part andShri/Smt./M/S.....R/o ..... hereinafter called "The Purchaser/Developer Entity, or DE in short" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, administrators, representatives and permitted assigns) of the other part.

II. Whereas as per section 6 of the Delhi Development act the object of the authority is to promote and secure the development of Delhi according to the plan and for that purpose the authority has the power to acquire, hold, manage and dispose of land an d other property, to carry outbuilding, engineering, mining and other operations, to execute work in connection with supply of water and electricity, disposal of sewage and other services and amenities and generally to do anything necessary or expedient for purpose of such development and for purposes incidental thereto.

III. And whereas the vendor has released various Group Housing plots for allotment though e-auction on freehold basis to be developed by the DE in accordance with the MPD-2021 (Chapter 4 Shelter, para 4.4.3B), and the DE has agreed to abide with the said Master Plan provisions.

IV.And whereas the DE, being the highest bidder is successful for the allotment of Plot No..... Block No.....Sector.....in ..... residential scheme ....., in the E-Auction held on ..... day of ..... 2020.....for a total consideration of Rs. ..... the detailed description of the said plot is given in the scheduled attached.

V. And whereas after receipt of the total sale consideration the vendor has delivered the vacant possession of the plot to the DE at site on ..... day of ..... 2020. Which the DE acknowledges the receipt of the same.

VI And whereas the DE has deposited with the vendor, a Performance Bank Guarantee for an Amount _____, issued by _____ for meeting the obligations under this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document vide no. <insert Tender Refence details> Dated<insert date>.

- All the terms and conditions as mentioned in the tender document vide no. <insert Tender Refence details> Dated<insert date> are ipso facto applicable under this Agreement.

- The following documents shall form part of this Agreement and be read and construed accordingly:-

a	**Price Details**	**Annexure-A**
b	**Tender Document**	**Annexure-B**
c	**Corrigendum issued by DDA on the Tender Document**	**Annexure – C**

- The Terms and Conditions and Clauses mentioned in the Tender Document (Annexure-B), subject to Corrigendum issued (Annexure – C) shall deemed to be the clauses of this agreement.
- This agreement shall be effective from dd/mm/yyyy (hereinafter "the said date" i.e. the date of signing of this Agreement and shall remain valid for a period of <insert period details in terms of month or year)> from the date of signing of this Agreement.

Commencement, completion, modification and termination of contract

- Effectiveness of Contract: This Contract shall come into effect on the date of signing on this agreement, or such date as is assented to by the DE and fixed by vendor.
- Commencement of Services: The DE shall commence the Services from the date this contract comes into force, or such date notified by the vendor.
- Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

•Modification: Modification of the terms and conditions of this contract, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.

Obligations of the DE

•General: The DE shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The DE shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Vendor, and shall at all times support and safeguard the Vendor's legitimate interests in any dealings with Sub- consultants or third parties.

•Prohibition of Conflicting Activities: Neither the DE nor their Sub- consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- •During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- •after the termination of this Contact, such other activities as may be specified in the Specific Conditions of Contract.

•Confidentiality : The DE, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two(2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Vendor's business or operations without the prior written consent of the Vendor.

•Liability of the DE: Subject to additional provisions, if any, in this Contract the DE's liability under this Contract shall be as provided by the Applicable Law and the Specific Conditions of Contract.

•Professional Liability Insurance: DE will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by DE's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for EWS Flats (DDA's portion) made or expected to be made to the DE hereunder or (ii) the proceeds, the DE may be

entitled to receive from any insurance maintained by the DE to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of INR 20,00,000 (Twenty Lakh Rupees).

•If the DE fails to complete the Assignment, within the period specified under the Contract, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the DE, besides other action, including blacklisting of the DE as may be deemed fit by Vendor.

Obligations of the Vendor

•Assistance and Exemptions: The Vendor will use its best efforts to ensure that the Government will provide the DE with work permits and such other documents as necessary to enable the DE to perform the Services:

•Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

Specific Conditions of Contract

•The DE will have to develop group housing in terms of MPD-2021, wherein inter-alia 15% of the FAR is for community service personnel/EWS & Lower Category housing and this EWS component will be over and above permissible FAR.

•The Development Control Norms for Group Housing plots shall be: -

- •FAR: 200
- •Distribution of FAR: General Housing/ Housing mix as deemed suitable by the DE.
- •Additional FAR: 15% of 200 FAR over and above for Housing for CSP/EWS and lower income category.
- •Additional FAR/ EWS component will be utilised - 50% by DE and 50% by DDA.
- •The new Housing developed should be based on a composite area basis and should cater to the special needs of elderly handicapped and single occupants.
- •The Housing Area facilities for the residents will be provided by the DE as per norms of MPD-2021. These will be developed at respective Group Housing Site in a common contiguous manner.
- •Separate Tower for EWS can be constructed.

•For optimal utilization of the land, the facilities may be clubbed as a composite facility centre.

•Out of the total EWS Flats constructed (by utilizing FAR incentive), 50% of such EWS flats (Developer's portion) can be disposed by the DE directly under following conditions –

•The flats can-not be amalgamated.

•DE will be free to determine/fix the price at which he sells the flats.

•DE will be free to sell the EWS flat to any person of his choice, but in accordance with the MPD requirement. Under MPD 2021, DE shall dispose of his share of EWS flats to the apartment owners at market rate to house Community Service Personal (CSP), working for the Residents/Owners. However, not more than one Flat in one GH Complex can be sold to one Family. {Family includes Spouse, children, and parents}

•DDA will be provided with the information about such persons to whom such flats are disposed by the DEs on a quarterly basis in such format as may be decided by DDA.

•The balance 50% EWS flats (DDA's portion) can be disposed by the DE on behalf of DDA by the following methodology-

•Housing under this quota shall be placed with DDA for allotment.

•DE shall have no right to dispose these flats to any person directly.

•Upon completion of EWS flats (it can be in lots) DE shall give a Notice to DDA about completion (along with completion certificate and quality certificate) for disposal. Upon receipt of Notice, DDA Engineering wing will inspect the flats and give acceptance/ deficiency note to the DE within one month of the notice. These EWS houses will be held by the DE (until disposed to allottees), free of encroachment / encumbrances on behalf of DDA.

•Six months before the likely date of Completion, DE will declare and intimate to DDA, the price at which, he proposes to dispose such flats, along with a request to invite applications along with number of Vacant Flats under this category that can be disposed. This declared price has to be lower than the price at which the Developer's portion is disposed, if any.

•Normally, such process (of inviting applications for disposal) can be conducted every 6 months until all such EWS flats are disposed. Every-time a request (for

inviting application) is made to DDA, DE will pay to DDA, 0.1% of the flat price (in respect of flats put for disposal) as Processing charges.

•Marketing / publicity will be the responsibility of the DE. Since the price is fixed by the DE, DDA does not guarantee availability of enough applicants for disposal of flats.

•DDA will adopt DDA's policy to determine eligible EWS persons who can purchase such EWS Flats. The Policy of EWS eligibility will be same as DDA's EWS housing Schemes. Reservation Policy of DDA will also be adopted. [Note : The current policy for determination of EWS eligibility is family income less than Rs 3 Lakh per annum.]

•DDA will invite on-line applications for allotment of such flats from eligible EWS applicants. The DDA's policy (of eligibility of EWS applicant) shall be as applicable as on the date of inviting on-line applications.

•If the number of such applicants is more than the Flats available, DDA will conduct Draw of Lots. Separate list of successful applicants and Waitlisted applicants will be prepared.

•DDA will verify eligibility of applicants who are successful in the Draw of Lots. If any successful applicant is found in-eligible, he shall be substituted by the Waitlisted applicant.

•Undisposed / remaining flats, for which no applicants were found will be intimated to the DE by DDA. Such undisposed flats can be placed in next round of the process.

•DDA and DE shall jointly issue Letter of Demand to such applicant, with a direction that the payment is to be made in an Escrow Account, which will be jointly operated by DDA and the DE. As per DDA policy, full payment of the cost of flat is to be made by the applicant, before a flat can be handed over.

•DDA will complete the process (g-l) within 6 months from the date of the request for disposal (complete in all respect). If a stay is granted by any Court, the Stay period shall be excluded from the calculation.

•50% of Registration amount and confirmation amount deposited by the applicants (who confirm the allotment by paying confirmation amount), will be allowed to be drawn by the DE from the Escrow account after receiving

confirmation from applicants. In case, any applicant withdraws after confirmation, DE will be entitled to retain this amount as forfeiture.

•On receipt of full payment in respect of a flat, DDA will intimate to the DE, the Confirmed Applicant in whose favour the Flat is allotted.

•The DE, on receipt of such information from DDA, will issue the possession Letter to the Applicant, and hand-over the possession. This (handing over of possession) will entitle the DE to claim and receive 80% of the amount deposited (I.e 80% of the price of flat) in the Escrow Account in respect of such flat. The amount drawn earlier in respect of registration / confirmation (clause (n)) will be adjusted in calculating amount that can be drawn.

•The DE will execute Sale Deed in respect of such flat directly in favour of the applicant. On Execution of Sale Deed, the DE will be entitled to claim and receive the balance 20% of the amount deposited in the Escrow Account in respect of such flat, provided that all the common amenities required to be provided by him as per MPD have been developed and made operational.

•The Fats coming in DDA's portion shall be disposed only by this method (and no permission for free market sale will be given). DE can adjust the price of such flats in manner that he gets enough eligible candidates.

•The surplus Amounts in the Escrow accounts will be invested in Fixed Deposits in Scheduled Banks. The investment policy and methodology will be mutually decided between DDA and DE from time to time. In case of dispute (in respect of investment policy), the decision of DDA shall prevail.

•Interest / returns arising out of investment of funds received in the Escrow Account will be shared 50% - 50% between DDA and DE. Similarly, losses, if any arising out of investment of such funds will be shared 50%-50%.

•In case the allottee fails to complete his obligations in accordance with the terms of allotment, DE will report the matter to DDA for cancellation of allotment and assign a new allottee. Any payment made by such allottee (whose allotment is cancelled) will either be refunded to the allottee (if entitled). In case, any amount is to be forfeited, the said forfeited amount shall be shared 50%-50% between the DDA and the DE.

•No amount can be charged by the DE from the applicants in excess of the amount declared by him under clause (b) para 4 above.

•DE shall, before executing Sale deed or giving possession of the Flats, will conduct KYC authentication of the allottee and shall indemnify DDA against any

claims of fraudulent practices in this regard. It shall be responsibility of the DE to ensure that the flats are given to correct allottee only (as per DDA list). DDA will share KYC credentials with the DE to enable him to do necessary checks.

•DDA will not be responsible for Vacant/undisposed Stock, in case the flats are not sold inspite of repeated attempts.

•The maintenance, upkeep and security of the said vacant / unsold stock will be that of the DE. No charges shall be payable by DDA for such maintenance/ security.

•If the Flat (DDA's portion) remains un-disposed/unsold for a period of 3 years from the date of completion, such Flat(s) will completely vest in DDA and DE shall not be entitled to receive any payment from DDA in respect of such flats. DE will surrender peaceful possession of such flats, free of encumbrances to DDA immediately on completion of the said period of 3 years. The DE shall also execute conveyance deed in favour of DDA in respect of such flats.

•Period of Contract, unless extended by DDA, will be Six years (i.e. 3-year Construction phase and 3-year Disposal Phase). Performance Guarantee shall be released upon successful compliance of obligations by the DE after the completion of Contract Period.

•The Construction of EWS flats must be completed within the Construction phase of the Contract Period. That is, the EWS housing should be completed within 3 years of handing over of possession of plot / execution of Contract, whichever is later.

•DE must construct and finish all the EWS flats (i.e. Developer's portion and DDA's portion) first and obtain completion/ occupancy certificate for the same, before getting the completion/ occupancy certificate for the remaining portion. DDA will have right to select the flats which will come under DDA's portion. In selecting flats, DDA will endeavor to ensure that equal mix (DDA/ DE) of flats on each floor, as far as possible.

•The DE shall not hand-over possession or execute sale deed of other (non-EWS) flats to any-one before completion of construction of all EWS flats.

•The Housing Area Facilities for the residents will be provided by the DE within the plot as per norms of MPD 2021 and the remaining neighbourhood facilities will be provided and developed by DDA.

•DE shall not charge any amount from respective EWS allottee on account of additional cost of flat beyond the cost fixed as per paragraph 6 (in respect of DDA's portion).

•DE shall not charge amount more than 1% of the cost of EWS flats (DDA's portion) towards maintenance charges annually from EWS allottees. If any

additional amount is charged from allottee for maintenance or under any other name, the same will be required to be paid to DDA as penalty.

•The EWS housing shall be constructed the as per the Engineering specifications provided by DDA (Appendix – I).

•The EWS Housing component developed by DE shall be subject to quality assurance checks, as prescribed by Govt/DDA. Failure to meet these quality standards will become a Master Plan Violation and according, completion certificate can be denied by the Local Authority in addition to penalties that may be applicable.

•RERA provisions will be applicable on the DE to ensure timely Delivery of the EWS Flats within a certain time-frame to DDA.

•To ensure the quality of flats, DDA shall be entitled to conduct inspection by the Quality control unit of DDA will be made at regular intervals. DDA will also entitled to appoint a Third Party Quality Assurance (TPQA) Agency which will have rights to examine / check the quality of flats during the construction phase as well as after completion, records of the DE (in respect of this project), take samples from time to time, and, from time to time issue such directions to the DE as may be required to maintain quality standards required from this project.

•Upon completion of the flat(s), the DDA's quality control unit or the TPQA as the case may be, after necessary checks, may issue Quality Certificate to the DE, which will be required to be submitted by the DE to DDA along with the Notice of Completion. The cost of services of TPQA Agency shall be borne by DDA. The jurisdiction of Quality Control Unit/ TPQA will be limited to EWS component of construction, and common facilities / services that are developed.

•The DE shall have to erect and complete the residential (Group Housing) building in accordance with the type, design and other architectural features if any, prescribed by the Delhi Development Authority, after obtaining and in accordance with the sanction of the building plan with necessary design, plans and specifications from proper Municipal or other authorities concerned in accordance with their respective rules, bye-laws etc., as the case may be.

•The DE shall be responsible for obtaining all necessary approvals from the concerned authorities at his cost before start of the construction at site including under the Real Estate Regulatory Authority(RERA).

•The DE shall not start construction before the said plan etc. are fully sanctioned by the authorities aforesaid. He shall not start any activity in connection with the construction before execution and registration of Perpetual Conveyance deed.

•The plot/building thereon shall not be used for a purpose other than residential (except to the extent allowed in the Master Plan.

•The DE shall not sub-divide the plot or amalgamate with any other plot.

•The DE will be liable to pay all rates, taxes, charges and assessment of every description in respect of the plot whether assessed, emerged or imposed on the plot or on the building constructed there on or on the Land Lord or tenant in respect, thereof.

•Risk Mitigation matrix shall be as follows-

Sl	Risk	Obligation of DE	Obligation of DDA
1	Failure to complete the EWS flats within the time specified in the contract. Or, Failure to Handover DDA's portion of EWS flats within the time specified in the contract.	• Pay simple interest @ 8% per annum on the notional price of DDA's portion of EWS flats to be constructed for the period of delay. • In case Delay is more than 2 years, surrender and handover peaceful possession of the entire plot to DDA. • No amount shall be paid by DDA in respect of construction/ development work done by the DE on the plot.	• Determine Notional price of EWS flats (DDA's portion). • if delay is more than 2 years- • Cancel the Conveyance Deed • Refund the Land premium paid, without interest to the DE within 3 months of handing over of the plot back to DDA. • Forfeiture of Performance Guarantee.
2	Amalgamation of Flats / More than one EWS flat sold to one family	• Pay to DDA, PDR price of flat as fixed by DDA.	Determine PDR price of flat as per DDA's PDR policy.
3	Failure to make request to invite applications, in respect of Vacant / undisposed completed flats at the frequency specified in this document.	Pay to DDA, a penalty of Rs 1.0 Lakhs per month (or part thereof) for the period of delay.	• DDA will design and provide to the DE, Form on which request is to be made. • Determine the Date when the Request, complete with all requisite information (in accordance with the said Form)

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			has been made.
4	Failure by DDA to complete the process (f-j of para 6) within the time specified in this document.	• Ensure that all information for enabling DDA to initiate process of disposal is provided at the time of request.	DDA will pay interest @ 8% on the period of delay, on the Price of Flats put for disposal
5	Failure by the DE to obtain completion certificate of flats for which Request to invite applications has been made within six months from the notice.	• Pay simple interest to the Allottee on the amount deposited by him @ 10% per annum for the period of delay. • The interest amount shall be transferred to the allottee directly by the DE by DBT on monthly basis, before 10th of next month. • DE will submit a monthly return by 30th of every month to DDA giving details of the interest remitted to the allottee	DDA will inform the DE informing the list of persons to whom Demand letter has been issued, Amount deposited by them, their Account details and date of start of interest.
6	Failure to pay interest (as per Sl # 5 above) by the DE in case of delay in obtaining the Completion Certificate. [This failure will be triggered upon the event of delay in payment of interest by more than 30 days) Failure to submit the return as envisaged in Sl #5 will also be construed as a presumption of failure to pay interest.	• Pay to DDA, a penalty amount equal to double the interest amount.	• Recover the penalty from the DE from the Escrow account / otherwise, from the amount due to the DE. • Pay the simple interest amount directly to the applicant

7	Failure to surrender Vacant flats to DDA which can-not be disposed 3 years after completion &Failure to execute conveyance deed in favour of DDA in respect of such flats	• Pay to DDA, market price of such Flats	Determine market price of Such Flats
8	Failure to meet engineering specifications laid out by DDA in respect of Flats provided to DDA	(a) Pay to DDA, the amount required for rectification of defects	DDA will get the defects rectified at the risk and cost of the DE
9	Failure to execute appropriate conveyance deed in respect of DDA's portion EWS Flats within 60 days of full payment by the allottee.	• Pay to DDA, penalty @ 8% per year on the Cost of flat for the delay period on the Notional cost	• Determine Notional price of EWS flats (DDA's portion).

•All dues payable to the DDA in respect of the plot of the building erected thereon shall be recoverable as arrears of land revenue and will be first charge on property.

•If the Conveyance deed of the plot is obtained by any concealment, misrepresentation, misstatement or fraud and if there is any breach of conditions of the auction the Conveyance deed will be terminated, and the possession of the plot and the building thereon will be taken over by the DDA and the DE will not be entitled to any compensation/refund.

Withdrawal of amounts from Escrow Account by DE

•The DE shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the Vendor against any inaccuracy in the work, which might surface during implementation of the project.

•Advance withdrawal will not be considered.

•The DE will submit Withdrawal Proposal, complete in all respects, on the last working day of every month, for necessary settlement. The proposal should be submitted along with complete details of amount due for withdrawal during the month(s), supporting documents. A reconciliation sheet pertaining to the withdrawals will be submitted every quarter.

•The final withdrawal, in each financial year, shall be allowed only after completion of the required work for the year and on submission of a statement of

work having been executed as per the requirements detailed in the contract, or communicated subsequently by Vendor.

•Currency: The withdrawals shall be in local currency i.e. Indian Rupees.

Assignment and Charges

•The Contract shall not be assigned by the DE save and except with prior consent in writing of the Vendor, which the Vendor will be entitled to decline without assigning any reason whatsoever.

•The Vendor is entitled to assign any rights, interests and obligations under this Contract to third parties.

Force Majeure

•Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country (such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts) (hereinafter referred to as "events") provided such event is duly endorsed by the appropriate authorities/chamber of commerce in the country.

•Force Majeure shall not include

•any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor

•any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

•A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as practicable, but within 21 days from the date of occurrence and termination thereof.

•No Breach of Contract: The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

•Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

•has informed the other party as soon as possible about the occurrence of such an event.

•the dates of commencement and estimated cessation of such event of Force Majeure; and

•the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

•If a Party has given the notice specified above, neither of the Parties shall be able to terminate, suspend or excuse the non- performance of its obligations hereunder nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

•Deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the DDA as to whether the deliveries have so resumed or not, shall be final and conclusive, provided that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the DDA may, at his option, terminate the Contract.

•Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

•Withdrawals from Escrow Account: During the period of their inability to perform the Services as a result of an event of Force Majeure, the DE shall be entitled to continue to withdraw amounts due to it the terms of this Contract.

Severability:

•If for any reason whatever any provision of the Contract order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such in valid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

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Risk Purchase

- In the event DE fails to execute the project as stipulated in the delivery schedule, or to the satisfaction of the Vendor or fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Vendor due to breach of any obligations of the DE under this Agreement, Vendor reserves the right to procure similar or equivalent Services/Deliverables from another alternate source at the risk, cost and responsibility of the DE.
- Any incremental cost borne by the Vendor in procuring such Services/ Deliverables shall be borne by the DE. Any such incremental cost incurred in the procurement of such Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments, Security Deposit/Bank Guarantee provided by the DE under this Agreement, and if the value of the Services/Deliverables under risk purchase exceeds the amount of Security Deposit/Bank Guarantee, the same may be recovered if necessary by due legal process. Before taking such a decision under this Clause, Vendor shall serve a notice period of 1(one) month to the DE.

Limitation of Liability

- Neither the Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- Except in the case of Gross Negligence or Wilful Misconduct on the part of the DE or on the part of any person acting on behalf of the DE executing the work or in carrying out the Services, the DE, with respect to damage caused by the DE including to property and/or assets of Vendor or its clients shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the DE may be entitled to receive from any insurance maintained by the DE to cover such a liability, whichever of (A) or (B) is higher.
- This limitation of liability slated in this Clause, shall not affect the DE's liability, if any, for direct damage by DE to a Third Party's real property, tangible personal property or bodily injury or death caused by the DE or any person acting on behalf of the DE in executing the work or in carrying out the Services.
- For the purposes of above Clauses, -
    - "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or

would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.

•"Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

Indemnity

•The DE must indemnify the Vendor against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied services/manpower etc and related services or any part thereof. Vendor stand indemnified from any claims that the hired manpower / DE's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. Vendor also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / DE's manpower while discharging their duty towards fulfilment of the purchase orders.

•The DE agrees to indemnify and hold harmless the Vendor from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys fees and other costs of defense or investigation related to or arising out of, whether directly or indirectly,

•the breach by the DE of any obligations specified in relevant clauses hereof;

•the alleged negligent, reckless or otherwise wrongful act or omission of the DE including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Vendor;

•any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter).

•As soon as reasonably practicable after the receipt by the Vendor of a notice of the commencement of any action by a third party, the Vendor will notify the DE of the commencement thereof; provided, however, that the omissions to notify shall not relieve the DE from any liability which it may have to the Vendor or the third party.

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of arbitration shall be borne by each party proportionately, as per the Schedule IV of the Arbitration and Conciliation Act, 1996 as amended upto date. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

Notices

- Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given either by –
  - e-mail at the email address mentioned in this agreement or,
  - through any physical mode (such as hand delivery, recognized international courier)

  and transmitted or delivered to the Parties at their respective addresses.
- The notices shall be deemed to have been made or delivered –
  - in the case of any communication made by email, when transmitted properly addressed to such e-mail address, and
  - in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address.

Publicity

- Except as required by law, the DE shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA without the explicit written permission of the Vendor.

Performance Security

- In the event where due extension of work order or otherwise, validity of Performance Bank Guarantee is near its expiry, the DE shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide a fresh unconditional and irrevocable bank guarantee as Performance Security for the same amount as existing Bank Gurantee, or The Performance Security shall be extended accordingly such that the Performance

•The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof.

•The foregoing provisions are in addition to any rights which the Vendor may have at common law, in equity or otherwise.

•The DE shall at all times indemnify and keep indemnified Vendor against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

•The DE shall at all times indemnify and keep indemnified Vendor against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the DE.

•The DE shall at all times indemnify and keep indemnified Vendor against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the DE, in respect of wages, salaries, remuneration, compensation or the like.

•All claims regarding indemnity shall survive the termination or expiry of the Work Order.

Settlement of disputes and Arbitration

•Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation. The Vendor and the DE shall make every effort to resolve amicably, by direct formal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

•If, after 30 (thirty) days from the commencement of such formal negotiations/Claims (through written communications), including the final bill for payment, to the Project-In-Charge, the Vendor and the DE are unable to resolve amicably such dispute, the matter will be referred to the Vice-Chairman of the DDA, for his/her opinion.

•If the DE doesn't agree with the opinion of the Vice-Chairman of the Vendor, the matter shall be referred to Arbitrator. One Arbitrator, out of the panel of Arbitrators on DDA's panel shall be selected by Vendor and the DE by mutual agreement. The award of the Arbitrators shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Conciliation Act, 1996 and the venue of such arbitration shall be Delhi. Cost

Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment.

•If the Vendor shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30)days prior to the date of expiry of the then existing Performance Security, the Vendor shall been titled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the DE of its obligations under this Work order until such time as the Vendor shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Vendor will refund to the DE the full amount of the bank guarantee, unless the Vendor has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the DE; provided that the Vendor will not be liable to pay any interest on such balance.

•The Vendor will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any draw downs by the Vendor in accordance with the provisions hereof, be released by the Vendor within a period of 60(Sixty) Days from the date of completion of the services.

•The Vendor shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

•the DE becomes liable to pay penalty;

•occurrence of any of the events listed in sub-clauses(a) through(f) of Clause3.2.1 of this Work Order;

•any material breach of the terms hereof; and/or

•Without prejudice to paragraph above, if the DE fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order, the Vendor shall have the right to terminate the agreement forthwith and the DE shall have no claim over the payments due to it.

Governing Law and Jurisdiction

•This Agreement be construed and interpreted in accordance with and governed by the laws of India, and only the Courts in Delhi shall have the exclusive jurisdiction over matters arising out of /or relating to this Agreement.

In witness whereof Shri..... for and on behalf of any by order and direction of the Authority has hereunto set his hands and Shri.....S/o ..... for and on behalf of DE

has set his hand on the day and year first above written.

Appendix - I

The Engineering specifications for the construction of EWS Flats as per DSR and IS Code.
Architectural finishes and Technical specification

•Civil works

S.No.	Description	Specification
1.	Door Frame	Galvanized Plan powder coated Steel Sheet 1.25mm thick, conforming to IS:277
2.	Door Shutter	Pre-painted galvanized steel Door shutter 35mm thick sheet except for toilets, where it will be of PVC shutter 30mm thick (details as per DSR)
3.	Kitchen Counter	600mm wide &800mm high kitchen working counter with jet black Granite 18mm thick, with stainless steel sink over RCC slab and vertical supports, all exposed edges shall have granite facia with necessary molding.
4.	Flooring	• All rooms, cabin &others spaces to be vitrified (mirror finish) tiles of approved quality and colour, Minimum 600x600 mm, laid with adhesive as per approved colour &pattern. • Entrance, passage and lobby-25mm thick kota stone. • W.C-coloured ceramic tiles of approved quality and colour, minimum 300x300mm (Anti-skid) with adhesive. • Bathroom &Balcony – Coloured ceramic tiles or approved quality and colour ceramic tiles of approved quality and colour, minimum 300x300mm (Anti skid) with adhesive.
5.	Skirting	The specifications for material of skirting will be same as flooring. The skirting will be 100 mm high.
6.	Dado	• Above Kitchen counter-Ceramic tiles of approved quality and colour, minimum

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		300x450mm, upto 600mm height fixed with adhesive (75mm granite moulding) • Bathroom-Coloured ceramic tiles of approved quality and colour, minimum 300x450mm up to ceiling fixed with adhesive. • W.C Coloured ceramic tiles of approved quality and colour, minimum 300x450 up to ceiling fixed with adhesive. • Lift- Ceramic tile 300x600 mm tiles cladding up to ceiling height in entrance, lobby and lift core as per pattern, Kota stone on soffit &jambs
7.	Tread &riser	Kota stone as per approved patterns
8.	Railing	• 120cm high, 304 grade stainless steel raling having mimumum weight 14Kg/Sqm. common area approved • 40mm dia MS tube Hand rail.
9.	Window	UPVC sliding windows, as approved, Soffit &jambs with greenmarble/Udaipur green stone.
10.	Ventilator	UPVC ventilator in W.C. &Bath, fixed and top hung with provision for exhaust fan as approved. Soffit &jambs with green marble /Udaipur green stone
11.	Plastering (Wherever required)	• Internal-Gypsum plaster, using chickin mesh. • External-12mm cement plaster 1:2 (1 cement: 2 stone dust) • For ACC Block walls –Polymer modified cement plaster.
12	External walls finish	• External surface shall be made proper with coarse putty before painting/texture work. • Textured Finish as per approved colour, branch and shade
13	Internal walls &Ceiling Finish	• Walls to be treated with cement-based polymer Modified Coarse Putty. • For ACC block walls-polymer modified cement plaster.
14.	Internal wals &ceiling painting	• Ceiling --Two or more coat of Acrylic distemper. • Internal-Two or more coat of Acrylic distemper.
15.	Basement Internal Walls &Ceiling	Cement Paint.
16	Terrace treatment	• Terrace Water proofing-Average 120 mm thick brick bat coba with China mosaic finish
17	Balcony Flooring	Ceramic tiles minimum 300x300 (Anti skid) laid on cement mortar, of approved quality and colour.
Guide Lines for External Development.		
1.	Kerb Stone	High grade Concrete precast block M-25 of xize as approved by Engineer-in-charge.
2	Inter-locking pavers	80mm thick Heavy-duty pavers grade M-35, Shape

		&pattern color etc fixed on base as approved by Engineer-in –charge.
3.	Internal Road	Internal road to be VDC high grade concrete of M-35 of minimum 150mm thick with under layer of 100 mm thick M10 concrete.
4.	Pedestrian foot path	80mm thick Heavy –duty pavers grade M-35, shape &pattern, color etc fixed on base as approved by Engineer-in-change.

•ELECTRICAL WORK

INTERNAL ELECTIC INSTALLATION (IEI) for EWS Houses.

S.No.	Description	EWS		
1.	Power plug points (15amp 6 pins)		1 in each Room 1 in kitchen Total-3	(2 x 4 Sq.mm+1x4 sq.mm PVC insulted, copper conductor cable)
2.	Light Plug points (5 amp)	1 in each Room 1 in kitchen Total-3		
3.	Light Point	2 in each Room 1 in kitchen 1 in W/C 1 in Bath Room 1 in utility 1 at entrance 1 balcony/courtyard Total-10		
4.	Ceiling fan point	1 in living Room 1 in Bedroom Total-2		
5.	Call Bell Point	1		
6	Exhaust Fan point	I IN KITCHEN &WC		
7	AC power point	NIL		
8.	Geyser Point with wiring	1 in Bathroom		
9.	MCB-DB/MCB (Single Phase)	1(2+6 way double door in construction)		
10	Cable TV point	1 in living room 1 in bed room (RG 6 Coaxial 'Copper')		
11.	Telephone point Ad per the approval of competent authority.	1 in living room (2 Core 0.62 mm dia. Annealed tinned Copper)		

Note:

- All the common areas shall have lighting arrangement along with LED light fixture as per actual design.
- The wiring shall be done using FRLS PVC insulated, 1100 Volt copper conductor cable in M.S conduits (recess/surface)/PVC heavy duty conduit (recess)
- Sub-Main wiring shall be done using FRLS PVC insulated copper conductor cable of 2x6sq.mm+1x6 Sq.mm earth wire. However, size of the sub main may have to be increased considering connected load, voltage drop calculation, overload, safety factor etc.
- All the cable TV points of a single residential unit should be connected to each other through coaxial cable and suitable splitter. TV cable of all the house on a single floor should be terminated in suitable size of G.I. box/boxes in electrical shaft.3
- The geyser power point switch shall be of 2 modules & minimum rating of 25 Amp. DPMCB with enclosure.
- Supply of geysers & Ceiling fans for Baths/Toilets/Kitchens inside the dwelling units is not in the scope of contractor. Brass angle/batten holder shall be provided on light points in kitchen, WC & bath room.
- The inventory of electrical points in the above table in minimum and if any more electrical points(s)n are required as per requirement of flat at the time of IEI drawing approval stage and approval of Engineering-in charge, the same shall be provide within the tendered cost and the contractor shall have no claim for such extra point(s).
- Stair case light point is for common area (for controlling group control light points, controlling switch shall be 6amp MCP with box instead of switch.)
- All the Switches, Sockets, Cover Plates, Switch Plates & Fan Regulator etc. shall be Modular type.
- Meter boards along with all component like RCBO etc. for residential houses will be located at stilt/ground floor/or any other location as per norms of DISCOM/as per drawing approved by Engineering-in- change .

- MCB's for lighting circuits shall generally be of "B" series whereas the circuits feeding discharge, halogen lamps, all power outlet points, equipment/machinery shall be of "C" series (Motor Circuit) types. All miniature circuit breakers shall be of 10 KA rated rupturing capacity.

•Distribution Board installed in indoor dry locations shall conform to IP-42. Distribution Board installed in outdoor & wet locations shall conform to IP-65. Distribution board shall be provided with MCB and earth leakage circuit breaker /RCBO. Earth leakage circuit breaker/RCBO shall be current operated type and of sensitivity not less than 100mA unless otherwise stated. ELCB/RCBO shall be mounted within distribution board box.

DELHI DEVELOPMENT AUTHORITY

VIKAS SADAN, INA

NEW DELHI

TENDER DOCUMENT FOR E-AUCTION (2023-24)

OF

Group Housing Plots on 'as is where is basis'

19th Phase

(Complete offer document is available on e-auction website http://ddaland.eprocure.sbi and DDA website www.dda.gov.in. Corrigendum, if any, shall only be available on above websites.)

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Schedule of Bidding Proc[illegible]

E-Auction of Group Housing Properties on 'as is where is basis'

1.	Issue of Notice for e-auction of Group Housing Plots	11.02.2024
2.	Help Desk operational for training and information on e-auction	12.02.2024 from 11:00 AM onwards
3.	Period of availability of application for e-auction /offer documents from http://ddaland.etender.sbi	11.02.2024 to 11.03.2024
4.	Last Date of online submission of mandatory document with EMD.	11.03.2024 (Up to 6 PM)
5.	Reserve Price of the Group Housing Plots	**As per Annexure: I**
6.	Date of online bidding under this e-auction	14.03.2024 (02:00 PM to 05:00 PM)

(Any changes in above schedule will be notified only on DDA website www.dda.gov.in and e-auction website http://ddaland.etender.sbi

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DISCLAIMER

The information contained in this e-auction document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Delhi Development Authority (DDA in short) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-auction document and such other terms and conditions subject to which such information is provided.

This e-auction document is not an agreement and is neither an offer nor invitation by DDA to the prospective Applicants or any other person. The purpose of this e-auction document is to provide interested parties with information that may be useful to them in the formulation of their application for expressing their interest pursuant to this e-auction (the "Application"). This e-auction document includes statements, which reflect various assumptions and assessments arrived at by DDA in relation to the Auction. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-auction document may not be appropriate for all persons, and it is not possible for DDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-auction document. The assumptions, assessments, statements and information contained in this e-auction document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-auction document and obtain independent advice from appropriate sources.

Information provided in this e-auction document to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this e-auction document.

DDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-auction document. DDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-auction document.

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GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS

1. Delhi Development Authority (DDA) invites e-Auction for the sale of Group Housing Plots as per details described at ANNEXURE: I under the Delhi Development Authority (Disposal of Developed Nazul Land) Rules, 1981, on 'as is where is basis' as per the Terms and conditions described in the Auction Document. It will be presumed that the bidder has visited the site and satisfied himself/herself with the prevalent site conditions in all respects including status and infrastructural facilities available, etc. before participating in the e-Auction and submitting the bid.

1.1 Only registered bidders, who are eligible and have paid EMD online, will be able to participate in this e-auction.

1.2 **Format and Signing of Proposal:** Bidders would provide all the information as per this E-Auction Document and in the specified formats. DDA reserves the right to reject any proposal for bid that is not in the specified formats.

1.3 **Preparation Cost of proposal:** The Bidder shall be responsible for all the costs associated with the preparation of his Proposal for bid and participation in the bidding process. DDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

1.4. **Language and Currency:** The Proposal for bid and all related correspondence and documents shall be written in the English language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

1.5 **Cost of E-Auction Document:** The bidders have to download e-Auction Documents from DDA website **www.dda.gov.in** or e-auction website http://ddaland.etender.sbi free of cost.

1.6 **Amendment of E-Auction Document:** At any time prior to the Proposal of bid Due Date, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the **E-Auction** Document. Any modification thus issued will be informed to all the prospective bidders by notifying on DDA website as well as e-auction website. Such modification will be binding upon all bidders participating in E-Auction process.

1.7 **Confidentiality:** Information relating to the e-auction process shall not be disclosed to any person not officially concerned with the process. DDA will treat all information submitted as part of Proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

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1.8 **DDA's Right to Accept or Reject Proposal:** DDA reserves the right to accept or reject any or all of the Proposals/e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to confirmation of bid, without liability or any obligation for such acceptance, rejection or annulment.

1.9 **Disputes:** In case of disputes, only Local Courts in Delhi shall have jurisdiction.

CHAPTER – I, E-AUCTION DETAILS FOR PRESENT AUCTION

2.1 Eligibility:

i) Any person, who has attained the age of majority, a group of persons, Firm, Company, Proprietary Firm, Partnership Firm, Joint Venture, or Consortium, or Registered Co-operative Society may participate in the e-auction and submit bid for the allotment of the Group Housing Plots on free hold rights basis. No Bid shall be accepted if given in the name or on behalf of a proposed company.

ii) The bidder must be a Citizen of India and he/she should be competent to enter into a contract.

iii) No change in name of the bidder will be allowed under any circumstances.

iv) NRIs and PIOs may also participate in the e-auction programme as per the Notification No.FEIA/212000/RB dated 03.05.2000 issued by RBI. FDI upto 100% is permitted on automatic route in the Residential sector and subject to other rules and regulations framed in this behalf.

2.2Earnest Money Deposit: To be able to participate in e-auction, the prescribed EMD amounting to 25% of the bid premium is to be submitted in two stages as follows:

a) 5% of the Reserve price at first stage by all Bidders i.e. before participation in the e-auction programme.

b) 25% of the Bid premium minus 1st stage EMD already Paid (to be called as 2nd stage EMD) is to be submitted by successful bidder (H-1 Bidder) within seven days from the issue of LOI after acceptance of their bid by the Competent Authority.

c) **Issuance of LOI:**

LOI shall be issued online through **BHOOMI** Portal only. User Manual of BHOOMI Portal is also available on BHOOMI Portal. URL of **BHOOMI** Portal is https://eservices.dda.org.in/user

Further it is clarified that no formal LOI shall be issued through either offline mode or through e-auction portal i.e. http://ddaland.etender.sbi. Intimation of issuance of LOI will be communicated to bidder through system generated email dda-eauction@dda.gov.in to those bidders whose H1 bid will be accepted by the Competent Authority. The bidder is also requested to kindly check the spam folder(s).

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d) Process for making LOI payment and acceptance: -

The successful H1 bidders (new users/ users whose PAN number is not registered) will require to login on BHOOMI portal (URL https://eservices.dda.org.in/user) using login details provided via registered email ID registered for e-auction. The existing BHOOMI/AWAS user whose PAN number is registered can use their existing user ID and password as login credentials. For more details, clarification dt. 17.12.2021 may be referred. The same is available on BHOOMI portal.

e) No offer/bid shall be accepted without successful payment of Earnest Money Deposit.

f) The Earnest Money Deposit will be adjusted in the payment against the premium of bid Payable to the Authority by the successful Bidder (H-1 Bidder).

g) The Earnest Money Deposit paid by the bidders, whose offers have not been accepted shall be returned to them without any interest. The same shall be refunded electronically in the Bank account of the unsuccessful bidders generally within 15 days of the completion of auction process. The deposit shall not be adjusted against any other scheme.

h) Only those Bidders, who have paid first stage EMD, will be allowed to participate in the e-Auction process.

2.3Submission of the Bid:

2.3.1. The intending bidders can register/Participate in the bidding process once they get themselves registered on the e-auction portal i.e. http://ddaland.etender.sbi.

2.3.2. For participation in this process, the intending Bidders are required to submit/ pay EMD amounting to 5% of the reserve price, as detailed in **clause 2.2** (a) above. All payments are required to be made online.

2.3.3 Bid received by Post /Courier shall not be entertained.

2.3.4 Documents to be uploaded online along with Application Form:

i) Scanned copy of Affidavit (format as per Annexure: III)

ii) Letter of Intent and Application (format as per Annexure: IV)

iii) Application form (Annexure: V)

iv) Copy of PAN Card.

2.3.5 Request form of each plot is to be submitted separately with separate EMDs.

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2.3.6 Opening of Bids (Start date of online bidding)

The e-auction will start on 14.03.2024, 02:00 P.M. to 05:00 P.M.

2.4 Evaluation of Bid

2.4.1 The accepting officer, subject to confirmation of the VC, DDA, normally accept the highest Bid for a plot, provided that it is above the reserve price and found to be competitive enough to reflect the market value of the plot auctioned for.

2.4.2 The confirmation of the highest Bid shall be in the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserve to himself the right to reject all or any of the bid without assigning any reasons. Any Bid not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.

2.4.3 After the bids are confirmed/accepted by the Competent Authority, a communication shall be sent to the successful bidder and the second stage EMD (25% of the Bid premium minus 1st stage EMD already paid) to be submitted within 7 days from the Date of issue of LOI through online payment.

2.4.4 If full amount of 2nd stage EMD is received within 2(two) working days of the expiry date mentioned in the LOI, then, the delay period in the payment of 2nd stage EMD shall be automatically regularized on deposit of token penalty as follows:

In case the H1 Bid amount is -

(1) less than or equal to Rs 1 Crore - penalty shall be Rs 5000/-

(2) more than Rs. 1 Crore but less than or equal to Rs 10 Crores - penalty shall be Rs 10,000/-

(3) more than Rs 10 Crores - penalty shall be Rs 20,000/-

No case other than those covered in circular dated 04.08.2022 where full amount (excluding penalty as above) of second stage EMD is deposited after the regularizable delay period shall be considered for regularization. Circular dt. 04.08.2022 is available on DDA website www.dda.gov.in.

The penalty should be deposited along with the 2nd stage EMD amount by the applicant. However, in cases where the bidder fails to deposit penalty (but makes full payment of 2nd stage EMD within the regularizable period), the Penalty amount shall be included in the Letter of Demand and would be required to be paid along with the balance 75% premium.

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In case the second stage EMD is not submitted within the stipulated period, the first stage EMD (5% of the reserve price) submitted along the Bid shall be forfeited.

2.4.5 After deposit of second stage EMD, the DDA shall issue a Demand- cum-Allotment Letter for the plot to the bidder whose bid has been accepted through BHOOMI Portal calling upon him to remit the balance 75% amount/premium of the bid offered within 60 sixty) days of issue of the allotment/demand letter.

2.4.6 In case the payment of balance premium is not received within the stipulated period as indicated above and in the Demand-cum-Allotment Letter, the bid shall automatically stand cancelled and the entire EMD (25% of premium offered) shall stand forfeited without any notice. In that eventuality, DDA shall be at liberty to re-auction the plot.

2.4.7 The VC or the Accepting Officer shall generally within 15 days of the date of completion of e-auction process, communicates to all other bidders, non-acceptance of their bids and return the earnest money received from them without any interest.

2.4.8 The bidder, after submission of Bid, shall not be permitted to withdraw, surrender or modify his bid on any ground whatsoever. If he withdraws or surrenders the Bid, the entire amount of earnest money shall be forfeited which shall be without prejudice to other rights or remedies available to DDA.

2.5 Validity of offer

The Bidder shall keep their offer valid for acceptance by the Competent authority for a period of 180 days. If the bidder withdraws his offer within a period of 180 days, earnest money deposited/paid by him/her shall be forfeited without any show cause notice.

2.6 Right to reject bid

i) Delhi Development Authority reserves the right to reject any/all bids without assigning any reason.

ii) The confirmation of the highest bid shall be at the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserves to himself the right to reject all or any of the bids without assigning any reason.

iii) The EMD paid by the bidders, whose bids are not accepted by the Competent Authority, shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful bidders generally within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.

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CHAPTER – II

TECHNICAL TERMS AND CONDITIONS OF ONLINE E-AUCTION

1. Prospective bidders shall ensure the following before participating in e-auction.

a) Participants have to get themselves registered afresh on the e-auction portal i.e. http://ddaland.etender.sbi by making online payment for Rs.2000 + GST for this e-auction only. Help is provided to the prospective bidders for registration at DDA Help Desk, Nagrik Suvidha Kendra Vikas Sadan, INA, New Delhi-110023.

b) Participants shall have a valid class III Digital Signature Certificate (DSC) issued by any of the authorized certifying authority.

c) Participants shall safely keep their User ID and password, which will be issued by the online service provider upon registration, and which is necessary for e-bidding.

d) Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

e) Bidders are advised to change the password immediately on receipt from the e-auctioning portal.

f) Vendors should not use the same generated NEFT challan for multiple payments.

g) Vendors should make only one single payment for the respective auctions and do not use multiple payments for the same auction.

h) Vendors should update the correct Account Number details in their profile for Refund process. If any discrepancy in the account number, Refund transactions will get rejected and it takes around 10-15 days to get refund.

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2. Time Extension:

If any market leading bid (bid higher than the highest at the point in time) is received within the last Ten (10) minutes of closing time, the time of auction sale will get automatically extended by another Ten (10) minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended Ten minutes, the auction sale will be automatically closed at the expiry of the extended Ten (10) minutes . If the auction continues beyond the time limit, it will be paused at 06.00 PM and the same will be resumed the next day at 10.00 AM.

3. Training and Assistance Booth for the prospective Bidders:

For facility of the prospective bidders, a Helpdesk has been set up at Nagrik Suvidha Kendra, DDA Office, D-Block, VikasSadan, INA, New Delhi-23. Prospective bidders can get the required training and information on e-auctioning process on working days during working hours.

4. Bids: Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.

5. The bidders are required to quote for the rate with reference to the property put on e-auction over and above the reserve price mentioned in the **Annexure: I**. E-auction will start and end as per schedule mentioned in offer document. The bid for e-auction shall start with minimum one increment above the reserve sale rate. The reserve price as mentioned in the document may not be treated as final price. Minimum increment of bid in e-auction for rate mentioned in Annexure: I shall be as given in table below:

Annexure: I	**Minimum Increment**	**Maximum Incrementn**
For Sl. No. 1 To Sl. No. 3	Rs. 5,00,000/- (Increment Value).	Rs. 50,00,000/- (Increment Value)

6. **Note of caution for the Bidders:**

i) Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.

ii) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the E-Auction. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the E-Auction shall be at Bidder's own risk and may be liable for rejection.

7. LOI (Letter of Intimation): The Letter of Intimation shall be issued to H-1 Bidder, online within 7 days of approval of the acceptance of bid by Competent Authority.

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CHAPTER – III

GENERAL TERMS & CONDITIONS OF THE E-AUCTION

I. Terms and conditions for sale by Auction, by the Delhi Development Authority, on behalf of the President of India, on freehold basis of Group Housing Plots under the Delhi Development Authority, (Disposal of Developed Nazul Land) Rules - 1981.

1. No person whose bid has been accepted by the officer conducting the Auction shall be entitled to withdraw his bid.

2. A change in the name of the intending bidder/purchaser, except in blood relation, shall not be allowed at any cost till the execution of Conveyance Deed.

3. The area of Group Housing Plot announced are only approximate, and the persons whose bids are accepted should be prepared to accept variation up to 15% either way in the area announced, subject to adjustment of cost in proportion to the amount on the accepted bid.

II BIDDING AT AUCTION AND SUBMISSION OF APPLICATION:

1. The officer, conducting the Auction may, without assigning any reasons, withdraw any plot from the Auction at any stage.

2. The bid shall be for the amount of premium offered for the Freehold rights in the plot. **The plot is being auctioned on "as is where is basis". It is presumed that the intending purchaser has inspected the site and has familiarized himself/herself with the prevalent site conditions in all respects before offering the bid. If any tree exist in any of the plot, it would be responsibility of the auction purchaser to get it removed after obtaining approval of the concerned Authorities and DDA will not be a party for obtaining permission etc. after closer of bid.**

3. Brochure and the application form can be downloaded from our website http://ddaland.etender.sbi or www.dda.gov.in

4. The accepting officer shall subject to the confirmation of the VC DDA, normally accept the bids, subject to confirmation by the Competent Authority, the highest bid offered at the auction and the person whose bid has been accepted shall pay, at the closure of bid, Earnest Money, a sum equivalent to 25% of bid amount by way of online payment in favor of DDA. If the Total Earnest Money Deposit is not paid in full within stipulated time, it shall be deemed that the bid has been revoked / withdrawn and the 1st stage EMD amount, as specified in Clause 2.2 & Clause 2.4 of Chapter I above, shall stand forfeited to DDA.

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5. The accepting officer shall subject to confirmation of the VC, DDA, normally accept the highest bid for a plot provided that it is above the reserve price and found to be competitive enough to reflect the market value of the plot auctioned for.

6. The confirmation of the highest bid shall be at the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserve the right to reject all or any of the bidder without assigning any reasons. Any bid not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.

7. If the bid is not accepted, the Earnest Money will be refunded to the bidder without any interest. If DDA has to withdraw the plot from auction (including not handing over the plot to successful bidders due to any reason like excess area or less area, etc.) then the E.M.D. and premium deposited will be returned to the auction purchaser without any interest up to a period of six months from the date of auction. Beyond six months period, DDA will pay an interest of 7% for the amount lying with DDA for such period.

8. The bidder after submission of bid shall not be permitted to withdraw surrender or modify his bid on any ground whatsoever. If he withdraws or surrenders the bid, the entire amount of earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to DDA.

9. The demand-cum-allotment letter would be issued to the successful bidder through the BHOOMI Portal after receipt of second stage EMD payment and other requisite documents and verification of second stage EMD. The highest bidder is required to make payment of balance 75% bid amount, as demanded vide said demand letter referred to above, within 60 days from date of issuance of demand letter (without interest)/within 90 days from the date of issuance of demand letter (first 60 days without interest & next 30 days with interest) (subject to payment of interest on the balance amount @ 10.00% p.a. during the extended period) through payment tab provided in BHOOMI Portal **failing which the bid will automatically stand cancelled without any further notice. No extension of time will be granted for payment of 75% of bid amount for period after 90 days from the date of issuance of demand-cum-allotment letter.**

Note: The interest is applicable only on the delayed amount of the total amount due and to be computed on every 15 days, basis. Ex. if the payment is delayed for 1to 15 days, interest is applicable for 15 days. Similarly, if the delayed period is for 16 to 30 days interest is applicable for 30 days and so on.

10. The successful bidder may pay the cost of the plot by availing loan facility from financial institutions for which the DDA offer NOC/mortgage permission.

11. (i). The possession of the plot will be given after receipt and verification of the balance premium along with interest amount, if applicable, through BHOOMI Portal and submission of other requisite documents. A letter for handing over the physical possession will be issued through BHOOMI Portal. The following document/s are required to be submitted after payment of premium along with interest, if applicable:

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a. The terms and conditions of auction duly typed on a Non-Judicial Stamp Paper worth Rs. 100/- signed by the successful Bidder/Allottee and duly attested by a Notary Public.

b. Specimen signature of successful Bidder if an individual, of all the partners, if the successful Bidder is Partnership Firm or the person authorized by the company through resolution passed by the Board of Directors to enter into contract and take possession, in case the successful Bidder is a company, as the case may be, duly attested by Notary Public/Gazetted Officer.

c. one passport size photograph duly attested by a Gazetted Officer/ Notary Public

d. Proof of identification

e. Copy of board of resolution, in case of authorized signatory

f. Certificate of incorporation and Memorandum of Association in case of firm/Company

g. Copy of partnership deed, in case of firm is a partnership firm

h. Any other document asked through the BHOOMI portal

i. A Performance Guarantee as specified in Annexure –

j. Signed copy of Agreement on a non-judicial stamp paper of Rs 100/-

ii. The Auction Purchaser will be required to take over the physical possession from concerned Engineering Division within 30 days from the date of issuance of letter for handing over the physical possession. Please note that in case, you do not turn up in the office of Executive Engineer on or before the given date for taking over the physical possession, the next date for handing over the possession will be fixed by DDA subject to payment of penalty of Rs. 10,000/- per month of delay in taking over physical possession caused by bidder. The possession, however, must be taken within three months from date of issuance and in case the possession is not taken over in the timeframe, the allotment shall stand cancelled and the earnest money deposited (EMD) shall stand forfeited without any further notice.

iii. For taking over the possession, the bidder/s are required to carry a copy of Possession Letter, their registered mobile number and a valid identity proof to the office of concerned Engineering Division. The bidder will be required to intimate the OTP received to their registered mobile number to the officer/ official of concerned Engineering Division for verification.

iv. After verification of the H1 bidder through OTP, the concerned officer/ official of Engineering Division will hand over the physical possession of the site and provide a copy of site possession slip and site plan to the H1 bidder. The H1 bidder is required to upload a scanned copy of the same on BHOOMI portal.

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12. After uploading of handing over/ taking over possession slip along with site plan, the draft of Conveyance Deed will be issued to the H1 Bidder/Allottee through BHOOMI portal. The Allottee shall be required to check the Conveyance Deed papers and upload the copy of e-stamp paper on the BHOOMI portal along with comments/ suggestions/ corrections, if any. After uploading of the e-stamp paper(s) along with comments/ suggestions/ corrections, if any, a date will be given/confirmed' to H1 bidder for execution of conveyance deed by Lease Administration Officer (LAO). The H1 Bidder/ Allottee shall execute the Conveyance Deed in the said form (Annexure VI of this Document) within 3 months from the date of taking over of Possession.

13. In case of default, breach or non-compliance of any of the terms and conditions of the auction or any fraud, misrepresentation or concealment of facts or non-payment of balance premium within the due date by the bidder/intending purchaser, the Earnest Money shall stand forfeited.

14. In case of disputes, only local courts of Delhi shall have jurisdiction.

15. In case of disruption of service at the service provider's end while the Forward Auction is live due to any technical snag or otherwise attributable to the system failure at the server end, Auction Inviting Authority in consultation with Application Administrator may decide to resume auction if required. In this case, the status quo of Auction will be maintained prior to failure and process would continue from that point onwards.

III CONSTRUCTION ON PLOT

1. The Group Housing plots are being offered on Freehold Basis for construction of GH building(s) in accordance with MPD provisions.

2. The purchaser shall have to erect and complete the residential building in accordance with the type, design and other architectural features if any, prescribed by the Delhi Development Authority, after obtaining and in accordance with the sanction of the building plan with necessary design, plans and specifications from proper Municipal or other authorities concerned in accordance with their respective rules, bye-laws etc., as the case may be. The purchaser shall not start construction before the said plan etc. are fully sanctioned by the authorities aforesaid. The purchaser shall not start any activity in connection with the construction before execution and registration of conveyance deed.

3. The plot/building thereon shall not be used for a purpose other than residential.

4. The allottee shall not sub-divide the plot or amalgamate with any other plot.

5. The purchaser will be liable to pay all rates, taxes, charges and assessment of every description in respect of the plot whether assessed, emerged or imposed on the plot or on the building constructed there on or on the Land Lord or tenant in respect thereof.

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6. All dues payable to the DDA in respect of the plot of the building erected thereon shall be recoverable as arrears of land revenue and will be first charge on property.

7. If the conveyance of the plot is obtained by any concealment, misrepresentation, misstatement or fraud and if there is any breach of conditions of the auction the conveyance deed will be terminated and the possession of the plot and the building thereon will be taken over by the DDA and the purchaser will not be entitled to any compensation/refund.

IV COST & EXPENSES

1. The terms and conditions of the auction shall be strictly followed by the successful auction purchaser and in case of any breach of terms and conditions of the auction, conveyance deed the allotment shall stand cancelled. The orders of the competent authority in respect of the interpretation of any conditions of the auction, conveyance deed shall be final and binding and shall not be called in action in any proceedings.

2. The cost and expenses of preparation, stamping and registration of the conveyance deed and its copies and all other incidental expenses shall be paid by the allottee/purchaser. The purchaser shall also pay any other duty charges as may be levied by any other Authority.

V. MISCELLANEOUS

1. **For any other violation/breach of the terms and conditions aforesaid, the bid of the purchaser/allottee shall be liable to be cancelled and the conveyance deed if, already executed, liable to be determined and the allottee/purchaser shall not be entitled to any compensation whatsoever, or to the return of any premium to him/her.**

2. **If there is any discrepancy/contradiction in translation from English to Hindi, the language used in English version will hold good.**

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CHAPTER – IV

ADDITIONAL TERMS AND CONDITIONS FOR GROUP HOUSING PLOTS.

1. Before granting Possession and Free-hold Conveyance of the Plot, an Agreement will be executed between DDA and Developer for meeting the obligations specified therein as per Annexure-II. This agreement shall be executed BEFORE the conveyance Deed/possession of plot to the Developer Entity(DE). The Banks will come into picture later when DE will mortgage the property to obtain loan for the project.

2. A Performance Guarantee (PG), of amount equal to 50% of the construction cost of DDA's portion Flats, valid for a Period of the contract will have to be provided (and kept active) by the developer to DDA. The construction cost of flats will be determined by applying CPWD construction rates (of the year of execution of Contract) on the FAR.

3. The current (2021-22) CPWD construction rates are 38,351.25 per sq. mtr, enhanced by the prevailing cost index at the time of allotment. Accordingly, the amount of Performance Guarantee (PG) to be furnished shall be

   PG =Plot Area x 15% x 50% x CPWD construction rate

4. DDA will decide and inform the Developer the maximum price of the EWS flats for its portion of EWS flats from time to time. The maximum price will be calculated taking into consideration:

i. The Construction Cost as per CPWD rate.

ii. The Land Cost to be calculated as- 50% of average land price per sq. mtr. as per Bid x FAR area of flat x 100/MPF. Here, 50% is as per DDA policy for fixation of PDR (Pre-Determined Rates) and MPF is maximum permissible FAR which is 230 as per MPD-2021 for Group Housing Plots including 30 FAR for EWS Flats.

5. An Agreement shall be as per the Annexure-II. The Clauses under Agreement shall be deemed to be the E-Auction condition for GH Plots.

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ANNEXURE: I

DETAILS OF GROUP HOUSING PLOTS TO BE DISPOSED BY AUCTION

S. N.	Name of Branch	Plot id	Plot No., Block/ Pocket & Sector	Approx. Area of the plot as per site (Sqr. Mtr.)	Category	Circle Rate(in Rs)	Reserve Price(in Rs)
1	Group Housing	1241	Pocket 1(c), Block B, Sector-32, Rohini	10010	E	70,080	70,15,00,800/- (Seventy Crores Fifteen Lakhs Fifty Eight Hundred only)
2	Group Housing	1245	Pocket 2(b), Block A, Sector-32, Rohini	8376	E	70,080	58,69,90,080/- (Fifty Eight Crores Sixty Nine Lakhs Ninety thousand Eighty Only)
3	Group Housing	3753	Group Housing (Adjoining to Govt.Co-ed, Sr. Sec School), Sector-17 ,Dwarka	7795	D	1,27,680	99,52,65,600/- (Ninety Nine Crores Fifty two Lakhs Sixty Five thousand Six hundred Only)

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ANNEXURE: II

Agreement

This agreement is made on this..... Day of ..... 2022 ..... at Delhi between the President of India (hereinafter called the Vendor which expression shall unless the context requires a different or another meaning, shall include its successors and assigns in the office through Delhi Development Authority a body constituted under section 3 of Delhi Development Authority Act, 1957 (61 of 1957) of the one part Shri/Smt./M/S.....R/o .....hereinafter called "The Purchaser/Developer Entity, or DE in short" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, administrators, representatives and permitted assigns) of the other part.

II. Whereas as per section 6 of the Delhi Development act the object of the authority is to promote and secure the development of Delhi according to the plan and for that purpose the authority has the power to acquire, hold, manage and dispose of land an d other property, to carry outbuilding, engineering, mining and other operations, to execute work in connection with supply of water and electricity, disposal of sewage and other services and amenities and generally to do anything necessary or expedient for purpose of such development and for purposes incidental thereto.

III. And whereas the vendor has released various Group Housing plots for allotment though e-auction on freehold basis to be developed by the DE in accordance with the MPD-2021 (Chapter 4 Shelter, para 4.4.3B), and the DE has agreed to abide with the said Master Plan provisions.

IV: And whereas the DE, being the highest bidder is successful for the allotment of Plot

No.....Block No..... Sector.....in .....residential scheme....., in the E-auction held on..... day of 2022 .....for a total consideration of Rs..... The detailed description of the said plot is given in the scheduled attached.

V. And whereas after receipt of the total sale consideration the vendor has delivered the vacant possession of the plot to the DE at site on.....day of.....2022 which the DE acknowledges the receipt of the same.

VI And whereas the DE has deposited with the vendor, a Performance Bank Guarantee for an Amount .....issued by.....for meeting the obligations under this agreement.

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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document vide no. <insert Tender Reference details> Dated<insert date>.

2. All the terms and conditions as mentioned in the tender document vide no. <insert Tender Reference details> Dated <insert date> are ipso facto applicable under this Agreement.

3. The following documents shall form part of this Agreement and be read and construed accordingly :-

a	Price Details
b	Tender documents
c	Corrigendum issued by DDA on the Tender Document

4. The Terms and Conditions and Clauses mentioned in the Tender Document subject to Corrigendum issued shall deemed to be the clauses of this agreement.

5. This agreement shall be effective from dd/mm/yyyy (hereinafter "the said date" i.e. the date of signing of this Agreement and shall remain valid for a period of <insert period details in terms of month or year)> from the date of signing of this Agreement.

Commencement, completion, modification and termination of contract

6. Effectiveness of Contract: This Contract shall come into effect on the date of signing on this agreement, or such date as is assented to by the DE and fixed by vendor.

7. Commencement of Services: The DE shall commence the Services from the date this contract comes into force, or such date notified by the vendor.

8. Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

9. Modification: Modification of the terms and conditions of this contract, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.

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Obligations of the DE

10. General: The DE shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The DE shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Vendor, and shall at all times support and safeguard the Vendor's legitimate interests in any dealings with Sub- consultants or third parties.

11. Prohibition of Conflicting Activities: Neither the DE nor their Sub- consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

    (a)During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and

    (b)after the termination of this Contact, such other activities as may be specified in the Specific Conditions of Contract.

12. **Confidentiality:** The DE, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Vendor's business or operations without the prior written consent of the Vendor.
13. **Liability of the DE**: Subject to additional provisions, if any, in this Contract the DE's liability under this Contract shall be as provided by the Applicable Law and the Specific Conditions of Contract.
14. **Professional Liability Insurance**: DE will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by DE's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for EWS Flats (DDA's portion) made or expected to be made to the DE hereunder or (ii) the proceeds, the DE may be entitled to receive from any insurance maintained by the DE to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of INR 20,00,000 (Twenty Lakh Rupees).

15. If the DE fails to complete the Assignment, within the period specified under the Contract, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the DE, besides other action, including blacklisting of the DE as may be deemed fit by Vendor.

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Obligations of the Vendor

16. **Assistance and Exemptions:** The Vendor will use its best efforts to ensure that the Government will provide the DE with work permits and such other documents as necessary to enable the DE to perform the Services:

17. **Issue to officials,** agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

Specific Conditions of Contract

18. The DE will have to develop group housing in terms of MPD-2021, wherein inter-alia 15% of the FAR is for community service personnel/EWS & Lower Category housing and this EWS component will be over and above permissible FAR.

19. The Development Control Norms for Group Housing plots shall be:

a. FAR: 200

b. Distribution of FAR: General Housing/ Housing mix as deemed suitable by the DE.

c. Additional FAR: 15% of 200 FAR over and above for Housing for CSP/EWS and lower income category.

d. Additional FAR/ EWS component will be utilized - 50% by DE and 50% by DDA.

e. The new Housing developed should be based on a composite area basis and should cater to the special needs of elderly handicapped and single occupants.

f. The Housing Area facilities for the residents will be provided by the DE as per norms of MPD-2021. These will be developed at respective Group Housing Site in a common contiguous manner.

g. Separate Tower for EWS can be constructed.

h. For optimal utilization of the land, the facilities may be clubbed as a composite facility center.

20. Out of the total EWS Flats constructed (by utilizing FAR incentive), 50% of such EWS flats (Developer's portion) can be disposed by the DE directly under following conditions —

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a. The flats can-not be amalgamated.

b. DE will be free to determine/fix the price at which he sells the flats.

c. DE will be free to sell the EWS flat to any person of his choice, but in accordance with the MPD requirement. Under MPD 2021, DE shall dispose of his share of EWS flats to the apartment owners at market rate to house Community Service Personal (CSP), working for the Residents/Owners. However, not more than one Flat in one GH Complex can be sold to one Family. {Family includes Spouse, children, and parents}

d. DDA will be provided with the information about such persons to whom such flats are disposed by the DES on a quarterly basis in such format as may be decided by DDA.

21. The balance 50% EWS flats (DDA's portion) can be disposed by the DE on behalf of DDA by the following methodology-

a. Housing under this quota shall be placed with DDA for allotment.
b. DE shall have no right to dispose these flats to any person directly.

c. Upon completion of EWS flats (it can be in lots) DE shall give a Notice to DDA about completion (along with completion certificate and quality certificate) for disposal. Upon receipt of Notice, DDA Engineering wing will inspect the flats and give acceptance/ deficiency note to the DE within one month of the notice. These EWS houses will be held by the DE (until disposed to allottees), free of encroachment / encumbrances on behalf of DDA.

d. Six months before the likely date of Completion, DE will declare and intimate to DDA, the price at which, he proposes to dispose such flats, along with a request to invite applications along with number of Vacant Flats under this category that can be disposed. This declared price has to be lower than the price at which the Developer's portion is disposed, if any.

d (a) DDA will decide and inform the Developer the maximum price of the EWS flats for its portion of EWS flats from time to time. The maximum price will be calculated by taking into consideration:

(i)The Construction Cost as per 3 above.

(ii) The Land Cost to be calculated as- 50% of average land price per sq. mtr as per Bid x FAR area of flat x 100/MPF. Here, 50% is as per DDA policy for fixation of PDR and MPF is maximum permissible FAR which is 230 as per MPD-2021 for Group Housing Plots including 30 FAR for EWS Flats.

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e. Normally, such process (of inviting applications for disposal) can be conducted every 6 months until all such EWS flats are disposed. Every-time a request (for inviting application) is made to DDA, DE will pay to DDA, 0.1% of the flat price (in respect of flats put for disposal) as processing charges.

f. Marketing / publicity will be the responsibility of the DE. Since the price is fixed by the DE, DDA does not guarantee availability of enough applicants for disposal of flats.

g. DDA will adopt DDA's policy to determine eligible EWS persons who can purchase such EWS Flats. The Policy of EWS eligibility will be same as DDA's EWS housing Schemes. Reservation Policy of DDA will also be adopted. [Note The current policy for determination of EWS eligibility is family income less than Rs 3 Lakh per annum.]

h. DDA will invite on-line applications for allotment of such flats from eligible EWS applicants. The DDA's policy (of eligibility of EWS applicant) shall be as applicable as on the date of inviting on-line applications.

i. If the number of such applicants is more than the Flats available, DDA will conduct Draw of Lots. Separate list of successful applicants and Waitlisted applicants will be prepared.

j. DDA will verify eligibility of applicants who are successful in the Draw of Lots. If any successful applicant is found in-eligible, he shall be substituted by the Waitlisted applicant.

k. Undisposed / remaining flats, for which no applicants were found will be intimated to the DE by DDA. Such undisposed flats can be placed in next round of the process.

l. DDA and DE shall jointly issue Letter of Demand to such applicant, with a direction that the payment is to be made in an Escrow Account, which will be jointly operated by DDA and the DE. As per DDA policy, full payment of the cost of flat is to be made by the applicant, before a flat can be handed over.

m. DDA will complete the process (g-l) within 6 months from the date of the request for disposal (complete in all respect). If a stay is granted by any Court, the Stay period shall be excluded from the calculation.

n. 50% of Registration amount and confirmation amount deposited by the applicants (who confirm the allotment by paying confirmation amount), will be allowed to be drawn by the DE from the Escrow account after receiving confirmation from applicants. In case, any applicant withdraws after confirmation, DE will be entitled to retain this amount as forfeiture.

o. On receipt of full payment in respect of a flat, DDA will intimate to the DE, the Confirmed Applicant in whose favour the Flat is allotted.

p. The DE, on receipt of such information from DDA, will issue the possession Letter to the Applicant, and hand-over the possession. This (handing over of possession) will entitle the DE to claim and receive 80% of the amount deposited (i.e 80% of the price of flat) in the Escrow Account in respect of such flat. The amount drawn earlier in respect of registration / confirmation (clause (n)) will be adjusted in calculating amount that can be drawn.

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q. The DE will execute Sale Deed in respect of such flat directly in favour of the applicant. On Execution of Sale Deed, the DE will be entitled to claim and receive the balance 20% of the amount deposited in the Escrow Account in respect of such flat, provided that all the common amenities required to be provided by him as per MPD have been developed and made operational.

r. The Flats coming in DDA's portion shall be disposed only by this method (and no permission for free market sale will be given). DE can adjust the price of such flats in manner that he gets enough eligible candidates.

22. The surplus Amounts in the Escrow accounts will be invested in Fixed Deposits in Scheduled Banks. The investment policy and methodology will be mutually decided between DDA and DE from time to time. In case of dispute (in respect of investment policy), the decision of DDA shall prevail.

23. Interest / returns arising out of investment of funds received in the Escrow Account will be shared 50% - 50% between DDA and DE. Similarly, losses, if any arising out of investment of such funds will be shared 50%-50%.

24. In case the allottee fails to complete his obligations in accordance with the term of allotment, DE will report the matter to DDA for cancellation of allotment and assign a new allottee. Any payment made by such allottee (whose allotment is cancelled) will either be refunded to the allottee (if entitled). In case, any amount is to be forfeited, the said forfeited amount shall be shared 50%-50% between the DDA and the DE.

25. No amount can be charged by the DE from the applicants in excess of the amount declared by him under clause (b) para 4 above.

26. DE shall, before executing Sale deed or giving possession of the Flats, will conduct KYC authentication of the allottee and shall indemnify DDA against any claims of fraudulent practices in this regard. It shall be responsibility of the DE to ensure that the flats are given to correct allottee only (as per DDA list). DDA will share KYC credentials with the DE to enable him to do necessary checks.

27. DDA will not be responsible for Vacant/undisposed Stock, in case the flats are not sold inspite of repeated attempts.

28. The maintenance, upkeep and security of the said vacant / unsold stock will be that of the DE. No charges shall be payable by DDA for such maintenance/ security

29. If the Flat (DDA's portion) remains un-disposed/unsold for a period of 3 years from the date of completion, such Flat(s) will completely vest in DDA and DE shall not be entitled to receive any payment from DDA in respect of such flats. DE will surrender peaceful possession of such flats, free of encumbrances to DDA immediately on completion of the said period of 3 years. The DE shall also execute conveyance deed in favour of DDA in respect of such flats.

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30. Period of Contract, unless extended by DDA, will be Six years (i.e. 3-year Construction phase and 3-year Disposal Phase). Performance Guarantee shall be released upon successful compliance of obligations by the DE after the completion of Contract Period.

31. The Construction of EWS flats must be completed within the Construction phase of the Contract Period. That is, the EWS housing should be completed within 3 years of handing over of possession of plot / execution of Contract, whichever is later.

32. DE must construct and finish all the EWS flats (i.e. Developer's portion and DDA's portion) first and obtain completion/ occupancy certificate for the same, before getting the completion/ occupancy certificate for the remaining portion. DDA will have right to select the flats which will come under DDA's portion. In selecting flats, DDA will endeavor to ensure that equal mix (DDA/ DE) of flats on each floor, as far as possible.

33. The DE shall not hand-over possession or execute sale deed of other (non EWS) flats to any-one before completion of construction of all EWS flats.

34. The Housing Area Facilities for the residents will be provided by the DE within the plot as per norms of MPD 2021 and the remaining neighborhood facilities will be provided and developed by DDA.

35. DE shall not charge any amount from respective EWS allottee on account of additional cost of flat beyond the cost fixed as per paragraph 6 (in respect of DDA's portion).

36. DE shall not charge amount more than 1% of the cost of EWS flats (DDA's portion) towards maintenance charges annually from EWS allottees. If any additional amount is charged from allottee for maintenance or under any other name, the same will be required to be paid to DDA as penalty.

37. The EWS housing shall be constructed the as per the Engineering specifications provided by DDA (Appendix – I).

38. The EWS Housing component developed by DE shall be subject to quality assurance checks, as prescribed by Govt/DDA. Failure to meet these quality standards will become a Master Plan Violation and according, completion certificate can be denied by the Local Authority in addition to penalties that may be applicable.

39. RERA provisions will be applicable on the DE to ensure timely Delivery of the EWS Flats within a certain time-frame to DDA.

40. To ensure the quality of flats, DDA shall be entitled to conduct inspection by the Quality control unit of DDA will be made at regular intervals. DDA will also entitled to appoint a Third Party Quality Assurance (TPQA) Agency which will have rights to examine / check the quality of flats during the construction phase as well as after completion, records of the DE (in respect of this project), take samples from time to time, and, from time to time issue such directions to the DE as may be required to maintain quality standards required from this project.

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41. Upon completion of the flat(s), the DDA's quality control unit or the TPQA as the case may be, after necessary checks, may issue Quality Certificate to the DE, which will be required to be submitted by the DE to DDA along with the Notice of Completion. The cost of services of TPQA Agency shall be borne by DDA. The jurisdiction of Quality Control Unit/ TPQA will be limited to EWS component of construction, and common facilities / services that are developed.

42. The DE shall have to erect and complete the residential (Group Housing) building in accordance with the type, design and other architectural features if any, prescribed by the Delhi Development Authority, after obtaining and in accordance with the sanction of the building plan with necessary design, plans and specifications from proper Municipal or other authorities concerned in accordance with their respective rules, bye-laws etc., as the case may be.

43. The DE shall be responsible for obtaining all necessary approvals from the concerned authorities at his cost before start of the construction at site including under the Real Estate Regulatory Authority(RERA).

44. The DE shall not start construction before the said plan etc. are fully sanctioned by the authorities aforesaid. He shall not start any activity in connection with the construction before execution and registration of Perpetual Conveyance deed.

45. The plot/building thereon shall not be used for a purpose other than residential (except to the extent allowed in the Master Plan.

46. The DE shall not sub-divide the plot or amalgamate with any other plot.

47. The DE will be liable to pay all rates, taxes, charges and assessment of every description in respect of the plot whether assessed, emerged or imposed on the plot or on the building constructed there on or on the Land Lord or tenant in respect, thereof.

48. Risk Mitigation matrix shall be as follows-

S.No	Risk	Obligation of DE	Obligation of DDA
1	Failure to complete the EWS flats within the time specified in the contract. or, Failure to Handover DDA's portion of EWS flats within the time specified in the contract.	a. Pay simple interest @ 8% per annum on the notional price of DDA's portion of EWS flats to be constructed for the period of delay. b. In case Delay	a. Determine Notional price of EWS flats (DDA's portion). b. if delay is more than 2 years a. Cancel the Conveyance Deed

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		is more than 2 years, surrender and handover peaceful possession of the entire plot to DDA. c. No amount shall be paid by DDA in respect of construction/ development work done by the DE on the plot.	b. Refund the Land premium paid, without interest to the DE within 3 months' of handing over the plot back to DDA. c. Forfeiture of Performance Guarantee.
2.	Amalgamation of Flats I More than one EWS flat sold to one family	• Pay to DDA. PDR price of flat as fixed by DDA.	Determine PDR price of flat as per DDA's PDR policy.
3.	Failure to make request to invite applications, in respect of Vacant / undisposed completed flats at the frequency specified in this document.	Pay to DDA, a penalty of Rs 1.0 Lakh per month (or part thereof) for the period of delay	DDA will design and provide to the DE, Form on which request is to be made. • Determine the Date when the Request, complete with all requisite information (in accordance with the said Form) has been made.
4	Failure by DDA to complete the process (f-j o para 6) within the time specified in this document.	Ensure that all information for enabling DDA to initiate process of disposal is provided at	DDA will pay interest @ 8% on the period o delay, on the Price o Flats put for disposal

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		the time of request.		
5.	Failure by the DE to obtain completion certificate o flats for which Request to invite applications has been made within six months from the notice.	• Pay simple interest to the Allottee on the amount deposited by him @ 10% per annum for the period of delay. • The interest amount shall be transferred to the allottee directly by the DE by DBT on monthly basis, before 10th of next month. • DE will submit a monthly return by 30th of every month to DDA giving details of the interest remitted to the allottee	DDA will inform the DE informing the list of persons to whom Demand letter has been issued. Amount deposited by them, their Account details and date of start of interest.	
6	Failure to pay interest (as per Sl # 5 above) by the DE in case of delay in obtaining the Completion	Pay to DDA, a penalty amount equal to	• Recover the penalty from the DE from the	

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	Certificate. [This failure will be triggered upon the event of delay in payment of interest by more than 30 days) Failure to submit the return as envisaged in Sl #5 will also be construed as a presumption of failure to pay interest	double the interest amount.	Escrow account / otherwise, from the amount due to the DE. • Pay the simple interest amount directly to the applicant
7	Failure to surrender Vacant flats to DDA which can-not be disposed 3 years after completion & Failure to execute conveyance deed in favour of DDA in respect of such flats	• Pay to DDA, market price of such flats	• Determine market price of Such Flats
8.	Failure to meet engineering specifications laid out by DDA in respect of Flats provided to DDA	(a) Pay to DDA, the amount required for rectification of defects	DDA will get the defects rectified at the risk and cost of the DE9.
9.	Failure to execute appropriate conveyance deed in respect of DDA's portion EWS Flats within 60 days of full payment by the allottee.	• Pay to DDA: penalty @ 8% per year on the Cost o flat for the delay period, on the Notional cost	• Determine Notional price of EWS flats (DDA's) portion).

49. All dues payable to the DDA in respect of the plot of the building erected thereon shall be recoverable as arrears of land revenue and will be first charge on property.

50. If the Conveyance deed of the plot is obtained by any concealment, misrepresentation, misstatement or fraud and if there is any breach of conditions of the auction the Conveyance deed will be terminated, and the possession of the plot and the building thereon will be taken over by the DDA and the DE will not be entitled to any compensation/refund.

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Withdrawal of amounts from Escrow Account by DE

51. The DE shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the Vendor against any inaccuracy in the work, which might surface during implementation of the project.

52. Advance withdrawal will not be considered.

53. The DE will submit Withdrawal Proposal, complete in all respects, on the last working day of every month, for necessary settlement. The proposal should be submitted along with complete details of amount due for withdrawal during the month(s), supporting documents. A reconciliation sheet pertaining to the withdrawals will be submitted every quarter.

54. The final withdrawal, in each financial year, shall be allowed only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the contract, or communicated subsequently by Vendor.

55. Currency: The withdrawals shall be in local currency i.e. Indian Rupees.

Assignment and Charges

56. The Contract shall not be assigned by the DE save and except with prior consent in writing of the Vendor, which the Vendor will be entitled to decline without assigning any reason whatsoever.

57. The Vendor is entitled to assign any rights, interests and obligations under this Contract to third parties.

Force Majeure

58. Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country (such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts) (hereinafter referred to as "events") provided such event is duly endorsed by the appropriate authorities/chamber of commerce in the country.

59. Force Majeure shall not include

    i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
    ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of

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being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

60. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as practicable, but within 21 days from the date of occurrence and termination thereof.

61. No Breach of Contract: The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

a. Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
b. has informed the other party as soon as possible about the occurrence of such an event.

c. the dates of commencement and estimated cessation of such event of Force Majeure; and

d. the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

62. If a Party has given the notice specified above, neither of the Parties shall be able to terminate, suspend or excuse the non- performance of its obligations hereunder nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

63. Deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the DDA as to whether the deliveries have so resumed or not, shall be final and conclusive, provided that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the DDA may, at his option, terminate the Contract.

64. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

65. Withdrawals from Escrow Account: During the period of their inability to perform the Services as a result of an event of Force Majeure, the DE shall be entitled to continue to withdraw amounts due to it the terms of this Contract.

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Severability:

66. If for any reason whatever any provision of the Contract order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such in valid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

Risk Purchase

67. In the event DE fails to execute the project as stipulated in the delivery schedule, or to the satisfaction of the Vendor or fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Vendor due to breach of any obligations of the DE under this Agreement, Vendor reserves the right to procure similar or equivalent Services/Deliverables from another alternate source at the risk, cost and responsibility of the DE.

68. Any incremental cost borne by the Vendor in procuring such Services/ Deliverables shall be borne by the DE. Any such incremental cost incurred in the procurement of such Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments, Security Deposit/Bank Guarantee provided by the DE under this Agreement, and if the value of the Services/Deliverables under risk purchase exceeds the amount of Security Deposit/Bank Guarantee, the same may be recovered if necessary by due legal process. Before taking such a decision under this Clause, Vendor shall serve a notice period of I (one) month to the DE.

Limitation of Liability

69. Neither the Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
70. Except in the case of Gross Negligence or Wilful Misconduct on the part of the DE or on the part of any person acting on behalf of the DE executing the work or in carrying out the Services, the DE, with respect to damage caused by the DE including to property and/or assets of Vendor or its clients shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the

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proceeds the DE may be entitled to receive from any insurance maintained by the DE to cover such a liability, whichever of (A) or (B) is higher.

71. This limitation of liability stated in this Clause shall not affect the DE's liability, if any, for direct damage by DE to a Third Party's real property, tangible personal property or bodily injury or death caused by the DE or any person acting on behalf of the DE in executing the work or in carrying out the Services.

72. For the purposes of above Clauses, -

i. "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.

ii. "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

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Indemnity

73. The DE must indemnify the Vendor against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied services/manpower etc and related services or any part thereof. Vendor stand indemnified from any claims that the hired manpower / DE's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. Vendor also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / DE's manpower while discharging their duty towards fulfilment of the purchase orders.

74. The DE agrees to indemnify and hold harmless the Vendor from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's fees and other costs of defense or investigation related to or arising out of, whether directly or indirectly,

    a. the breach by the DE of any obligations specified in relevant clauses hereof;

    b. the alleged negligent, reckless or otherwise wrongful act or omission of the DE including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Vendor,"

    c. any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter).

75. As soon as reasonably practicable after the receipt by the Vendor of a notice of the commencement of any action by a third party, the Vendor will notify the DE of the commencement thereof; provided, however, that the omissions to notify shall not relieve the DE from any liability which it may have to the Vendor or the third party.

76. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof.

77. The foregoing provisions are in addition to any rights which the Vendor may have at common law, in equity or otherwise.

78. The DE shall at all times indemnify and keep indemnified Vendor against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

79. The DE shall at all times indemnify and keep indemnified Vendor against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the DE.

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80. The DE shall at all times indemnify and keep indemnified Vendor against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the DE, in respect of wages, salaries, remuneration, compensation or the like.

81. All claims regarding indemnity shall survive the termination or expiry of the Work Order.

Settlement of disputes

82. *In case of disputes, only Local Courts in Delhi shall have jurisdiction*

Notices

83. Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given either by —

i. e-mail at the email address mentioned in this agreement or,
ii. Through any physical mode (such as hand delivery, recognized international courier) and transmitted or delivered to the Parties at their respective addresses.

84. The notices shall be deemed to have been made or delivered —

i. in the case of any communication made by email, when transmitted properly addressed to such e-mail address; and
ii. in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address.

Publicity

85. Except as required by law, the DE shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA without the explicit written permission of the Vendor.

Performance Security

86. In the event where due extension of work order or otherwise, validity of Performance Bank Guarantee is near its expiry, the DE shall at least fifteen (15) days prior to the

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commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide a fresh unconditional and irrevocable bank guarantee as Performance Security for the same amount as existing Bank Guarantee, or The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60(Sixty) days from the date of completion of the assignment.

87. If the Vendor shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30)days prior to the date of expiry of the then existing Performance Security, the Vendor shall been titled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the DE of its obligations under this Work order until such time as the Vendor shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Vendor will refund to the DE the full amount of the bank guarantee, unless the Vendor has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the DE; provided that the Vendor will not be liable to pay any interest on such balance.

87. The Vendor will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any draw down by the Vendor in accordance with the provisions hereof, be released by the Vendor within a period of 60(Sixty) Days from the date of completion of the services.

88. The Vendor shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

a. the DE becomes liable to pay penalty;
b. occurrence of any of the events listed in sub-clauses(a) through(f) of Clause 3.2.I of this Work Order;
c. any material breach of the terms hereof; and/or

90. Without prejudice to paragraph above, if the DE fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order, the Vendor shall have the right to terminate the agreement forthwith and the DE shall have no claim over the payments due to it.

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Governing Law and Jurisdiction

91. This Agreement be construed and interpreted in accordance with and governed by the laws of India, and only the Courts in Delhi shall have the exclusive jurisdiction over matters arising out of of/or relating to this Agreement.

In witness whereof Shri..... for and on behalf of any by order and direction of the Authority has hereunto set his hands and Shri.....s/o.....for and on behalf of DE has set his hand on the day and year first above written.

Appendix - I

The Engineering specifications for the construction of EWS Flats as per DSR and IS Code.

Architectural finishes and Technical specification

A. Civil works

S.No	Description	Specification
	Door Frames	Galvanized Plan powder coated Steel Sheet 1.25mm thick, conforming to IS:277
2.	Door Shutter	Pre-painted galvanized steel Door shutter 35mm thick sheet except for toilets, where it will be of PVC shutter 30mm thick details as r DSR

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3.	Kitchen Counter	600mm wide &800mm high kitchen working counter with jet black Granite 18mm thick with stainless steel sink over RCC slab and vertical supports, all exposed edges shall have granite facia with necessary molding.
4.	Flooring	i. All rooms, cabin Others spaces to be vitrified (mirror finish) tiles of approved quality and colour, Minimum mm, laid with adhesive as per approved colour&pattern. ii. Entrance. passage and lobby-25mm thick kota stone. iii. W.C-coloured ceramic tiles of approved quality and colour, minimum 300x300mm (Anti-skid) with adhesive. iv. Bathroom &Balcony — Coloured ceramic tiles or approved quality and colour ceramic tiles of approved quality and colour, minimum 300x300mm Anti skid with adhesive.
5.	Skirting	The specifications for material of skirting will be same as flooring . The skirting will be 100 mm hi h.
6.	Dado	i. Above Kitchen counter-Ceramic tiles of approved colour, minimum

		300x450mm, upto 600mm height fixed with adhesive (75mm granite moulding) ii. Bathroom-Coloured ceramic tiles of approved quality and colour, minimum 300x450mm up to ceiling fixed with adhesive. iii. W.C Coloured ceramic tiles of approved quality and colour, minimum 300x450 up to ceiling fixed with adhesive. iv. Lift- Ceramic tile 300x600 mm tiles cladding up to ceiling height in entrance, lobby and lift core as per pattern, Kota stone on soffit & Jambs
7.	Tread &riser	Kota stone as per approved patterns
8.	Railing	i. 120cm high, 304 grade stainless steel railing having minimum weight 14Kg/Sqm. common area approved

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		ii. 40mm dia MS tube Hand rail.
9. 10.	Window Ventilator	UPVC sliding windows, as approved, Soffit &jambs with green marble/Udaipur green stone. UPVC ventilator in W.C. Oath, fixed and top hung with provision for exhaust fan as approved. Soffit &jambs with green marble /Udaipur green stone
11.	Plastering (Wherever required)	i. Internal-Gypsum plaster, using chickin mesh. ii. External-12mm cement plaster 1:2 (I cement: 2 stone dust) iii. For ACC Block walls —Polymer modified cement plaster.
12	External walls finish	i. External surface shall be made proper with coarse putty before painting/texture work. ii. Textured Finish as per approved colour, branch and shade.
13	Internal walls &Ceiling Finish	i. Walls to be treated with cement-based polymer Modified Coarse Putty. ii. For ACC block walls-polymer modified cement plaster.
14.	Internal walls&ceiling painting	i. Ceiling —Two or more coat of Acrylic distemper. ii. Internal-Two or more coat of Acrylic distemper.
15.	Basement Internal Walls &Ceiling	Cement Paint.
16	Terrace treatment	i. •Terrace Water proofing-Average 120 mm thick brick bat coba with China mosaic finish
17	Balcony Flooring	Ceramic tiles minimum (Anti skid) laid on cement mortar, of a roved uali and colour.
Guide Lines for External Development.		

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1.	Kerb Stone	High grade Concrete precast block M-25 of size as a roved b Engineer-in-charge.
2	Inter-locking pavers	80mm thick Heavy-duty pavers grade M-35, Shape & pattern color etc fixed on base as approved by Engineer-in —charge.
3.	Internal Road	Internal road to be VDC high grade concrete of M-35 of minimum 150mm thick with under layer of 100 mm thick MIO concrete.
4.	Pedestrian foot path	80mm thick Heavy —duty pavers grade M-35, shape &pattern, color etc fixed on base as approved by Engineer in-change.

ELECTRICAL WORK

INTERNAL ELECTIC INSTALLATION (IEI) for EWS Houses.

S.No	Description	EWS
1.	Power plug points (15amp 6 pins)	(2x4 Sq.mm+ 1x4 sq.mm PVC insulated, copper conductor cable. 1 in each room 1 in Kitchen Total-3
2.	Light Plug Points (5 amp)	1 in each Room 1 in kitchen Total-3
3.	Light Point	2 in each Room 1 in kitchen 1 in WIC

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		1 in Bath Room 1 in utility 1 at entrance 1 balcony/courtyard Total-10
4.	Ceiling fan point	1 in living Room 1 in Bedroom Total-2
5.	Call Bell Point	1
6	Exhaust Fan point	1 IN KITCHEN
7	AC power point	NIL
8.	1 in Bathroom	
9.	MCB-DB/MCB Sin le Phase	1 (2+6 way double door in construction)
10	Cable TV point	1 in living room 1 in bed room RG 6 Coaxial 'Copper'
11.	Telephone point As per approval of competent authority	1 in living room (2 Core 0.62 mm dia. Annealed tinned Copper

Note:

1. All the common areas shall have lighting arrangement along with LED light fixture as per actual design.
2. The wiring shall be done using FRLS PVC insulated, 1100 Volt copper conductor cable in M.S conduits (recess/surface)/PVC heavy duty conduit (recess).
3. Sub-Main wiring shall be done using FRI-S PVC insulated copper conductor cable of 2x6sq.mm+1x6 Sq.mm earth wire. However, size of the sub main may have to be increased considering connected load, voltage drop calculation, overload, safety factor etc.
4. All the cable TV points of a single residential unit should be connected to each other through coaxial cable and suitable splitter. TV cable of all the house on a single floor should be terminated in suitable size of G.I. box/boxes in electrical shaft.3

DE(GH) AE(GH) DA(GH)

5. The geyser power point switch shall be of 2 modules & minimum rating of 25 Amp. DPMCB with enclosure.

6. Supply of geysers & Ceiling fans for Baths/Toilets/Kitchens inside the dwelling units is not in the scope of contractor. Brass angle/batten holder shall be provided on light points in kitchen, WC & bath room.

7. The inventory of electrical points in the above table in minimum and if any more electrical points(s)n are required as per requirement of flat at the time of IEI drawing approval stage and approval of Engineering-in charge, the same shall be provide within the tendered cost and the contractor shall have no claim for such extra point(s).

8. Stair case light point is for common area (for controlling group control light points, controlling switch shall be 6amp MCP with box instead of switch.)

9. All the Switches, Sockets, Cover Plates, Switch Plates & Fan Regulator etc. shall be Modular type.

10. Meter boards along with all component like RCBO etc. for residential houses will be located at stilt/ground floor/or any other location as per norms of DISCOM/as per drawing approved by Engineering-in- change

11. MCB's for lighting circuits shall generally be of "B" series whereas the circuits feeding discharge, halogen lamps, all power outlet points, equipment/machinery shall be of "C" series (Motor Circuit) types. All miniature circuit breakers shall be of 10 KA rated rupturing capacity.

12. Distribution Board installed in indoor dry locations shall conform to IP-42. Distribution Board installed in outdoor & wet locations shall conform to IP-65. Distribution board shall be provided with MCB and earth leakage circuit breaker /RCBO. Earth leakage circuit breaker/RCBO shall be current operated type and of sensitivity not less than 100mA unless otherwise stated. ELCB/RCBO shall be mounted within distribution board box.

DD(GH) AD(GH) DA(GH)

ANNEXURE: III

AFFIDAVIT

(The Affidavit shall be on Stamp paper of Rs.10/- and must be Notarized)

Whereas I ..... S/o .....

R/o.....

..... have bid for tender for plot No.....

at.....

Now therefore, I the undersigned do hereby solemnly affirm and declare that the information supplied is accurate, true and correct. The undersigned also authorize(s) and request (s) to any bank, person or firm to furnish pertinent information deemed necessary and requested by the Authority to verify our reputation.

The undersigned also understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Authority.

The undersigned also understands that furnishing of false information could result in disqualification of my Bid for the allotment of plots.

(Signed by an Authorized Signatory of the Firm)

(Deponent)

Verification

DD(GH) AD(GH) DA(GH)

I the above named deponent do hereby verify on this ..... day of.....2023, at New Delhi the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from.

(Deponent)

DD(GH) AD(GH) DA(GH)

ANNEXURE: IV

LETTER OF APPLICATION AND INTENT

(On Letterhead of the applicant or Lead partner responsible for the consortium/joint venture including

Full Postal Address, Telephone No., E-mail and Cable Address)

Date

To,

The Dy. Director (GH)

Delhi Development Authority

VikasSadan, Near INA Market

New Delhi.

Sir,

1. Being duly authorized to represent and on behalf of – (herein after the Applicant), and having studied and full understood all the information provided in the auction documents, the undersigned hereby apply as a auctioner for the plot at ..... Delhi according to the terms and conditions of the offer made by Delhi Development Authority for the said site.

2. The payments towards the Earnest Money Deposit have already been paid online.

3. DDA and its authorized representatives are hereby authorized to conduct an inquiry or investigation to verify the statements, documents and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application or with regard to the resources, experience and competence of the Applicant.

DD(GH) AD(GH) DY(GH)

4. This application is made with full understanding that:

a. Bid will be subject to verification of all information submitted at the time of bidding.

b. DDA reserves the right to reject or accept any Bid, cancel the bidding process and reject all bids.

c. DDA shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.

5. We undersigned declare the statement made, and the information provided in the duly completed application form enclosed are complete, true and correct in every detail.

6. We have read the terms and conditions of the offer detailed in the auction document and the terms and conditions of conveyance deed and are willing to abide by them unconditionally.

7. The offer made by us is valid for the next six months.

Name..... Name
.....

For and on behalf of ..... For and on behalf of ..... (name of Applicant of lead partner of a Joint Venture/consortium)

(Joint Venture/consortium)

Signed ..... Signed .....

Name ..... Name .....

For and on behalf of..... For and on behalf of..... (name of Applicant of lead partner of a Joint Venture/consortium)

DD(G) AD(GH) DA(GH)

(Joint Venture/consortium)

Signed ..... Signed .....

Name ..... Name .....

For and on behalf of..... For and on behalf of.....

(Name of Applicant of lead partner of a

Joint Venture/consortium)

(Joint Venture/consortium)

Signed.....

Signed.....

DD(GH) AD(GH) DA(GH)

ANNEXURE: V

(The tenderer is required to use this form only for tendering. Use of any other form in lieu thereof shall make him liable for disqualification)

DELHI DEVELOPMENT AUTHORITY

Group Housing LAND BRANCH

(APPLICATION FORM FOR AUCTION)

Application by the Bidder for Grant of the Free Hold Right under the Delhi Development (Disposal of Developed Nazul Land) Rules, 1981.

A. PARTICULARS OF THE BIDDER :

1. Name (in block letters) Shri / Smt.
.....

2. Status of the Applicant firm
.....

(Lead Firm) whether Public Ltd.,
.....

Pvt. Ltd., Partnership, Sole

Proprietorship etc.

3. Year of establishment of Firm
.....

4. Name of the authorized Signatory
.....

of the firm & his designation

DD(GH) AD(GH) DA(GH)

5. Name of Father/Husband oil the
.....

Applicant/ authorized signatory

6. Age :.....

7. Full Residential Address
.....

8. Occupational Address
.....

9. Telephone No./Mobile No.
.....

B. PARTICULARS OF TENDER FOR Group Housing PLOT

1. Plot no. :.....

2. Location of the Plot :.....

3. Reserve Price :(Rs. in Figure).....

4. (i) Bank A/c No.
..... (for refund, if any)

(ii) Name of Bank & Branch
.....

I /We the undersigned being the tenderer as mentioned above, hereby apply to the DDA for allotment of the free hold rights in the plots site described above in accordance with the terms/conditions of the allotment by tender under DDA (Disposal of Developed Nazul Land) Rules, 1981. I /We have read and understood terms / conditions of tender as well as those contained in the Performa of the Conveyance Deed and hereby unequivocally accept the same. I / We have inspected the plot for which tender is being submitted.

I /We shall pay the balance of the premium and other amounts and execute the conveyance deed in the form prescribed in accordance with terms/conditions of tender.

DD(GH) AD(GH) DA(GH)

The terms & conditions of conveyance deed, terms and conditions of the tender and notice inviting tender are also signed and being submitted with the tender application form.

SIGNATURE OF THE TENDERER OR

ON BEHALF OF THE APPLICANT TENDERER

Date: .....

Place: .....

NOTE:

a) Any correction in the tender application form should be initialed by the applicant/duly authorized agent.

b) All pages of the tender application form should be signed and stamped by the applicant/duly authorized agent.

c) The amount of premium offered (total bid amount) must be above the reserve price.

DD(GH) AD(GH) DM(GH)

ANNEXURE-VI

DELHI DEVELOPMENT AUTHORITY

(To be typed on non-judicial stamp paper of Rs. 100/-)

FORM BA

(See rule 42)

CONVEYANCE DEED PROFORMA

(For Residential Properties allotted on Freehold basis through Auction)

(Photograph)

This deed of conveyance made on this ..... day of..... Two Thousand and..... between the President of India, hereinafter called "THE VENDOR" through DDA, VikasSadan, New Delhi (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part and Shri/Smt./ M/S .....
.....R/o.....
..... hereinafter called "The Purchaser" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, administrators, representatives and permitted assigns) of the other part.

WHEREAS
..... situated in ..... was allotted to the Purchaser by Delhi Development Authority vide allotment letter No. F..... ( )...../GH..... dated ..... against a consideration of Rs..... (Rupees..... ..... which has been received subject to limitation, terms and conditions mentioned in the said letter of allotment.

AND WHEREAS representing that the said allotment is still valid and subsisting, the said Purchaser has applied to the Vendor to execute the Conveyance Deed for freehold ownership

DD(GH) AD(GH) DA(GH)

rights in the said demised property allotted to him and physical possession whereof has been handed over to him on ..... and this deed is being executed accordingly of the said demised property subject

to terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSES THAT in consideration of the sum of Rs..... /- (Rupees .....) paid at the time of allotment and Rs..... (Rupees .....) was paid before the execution hereof (the receipt whereof the Vendor hereby admits and acknowledges), the aforesaid representation and subject to limitation mentioned hereinafter, the Vendor does hereby grant, convey, sell release and transfer, assign and assure unto the aforesaid Purchaser freehold ownership in the Scheme ..... Plot No.....

(1) The Vendor excepts and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Vendor, its agents and workmen, to enter upon all or any part of the property together to search for , win, make merchantable and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Vendor and to lay-down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the Purchaser for damage done unto him thereby, subject to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of the said property and to all public rights or easement affecting the same.

(2) That notwithstanding execution of this Deed, use of the property in contravention of the provision of Master Plan/Zonal Development Plan/Layout Plan shall not be deemed to have been condoned in any manner and Delhi Development Authority shall be entitled to take appropriate action for contravention of Section 14 of Delhi Development Act or any other law for the time being in force.

(3) The Purchaser shall comply with the building, drainage and other byelaws of the appropriate Municipal or other authorities for the time being in force.

(4) The said plot is allotted on the basis of 'as is' and the Purchaser cannot make any alteration/ addition/ encroachment/unauthorized construction in or around the same without written permission of Vendor (DDA) who may refuse or grant the same subject to such terms and conditions as deemed proper. All fees, taxes, charges, assessments Municipal or otherwise and other levies of whatsoever nature shall be borne by the allottee / Purchaser.

(5) If it is discovered at any stage that the allotment or this deed has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud, then this deed shall become void at the option of the Vendor, which shall have the right to cancel this deed and

DD(GH) AD(GH) DA(GH)

forfeit the consideration paid by the Purchaser. The decision of the vendor in this regard shall be final and binding upon the Purchaser and shall not be called in question in any proceedings.

(6) That the Purchaser shall abide by the terms and conditions of allotment/auction/tender, which shall be treated as a part of these presents.

(7) That the vendor reserves the right to cancel this deed in event of breach of conditions of allotment/ auction/tender and of this deed.

(8) The stamp duty and registration charges upon this instrument shall be borne by the Purchaser. This transfer shall be deemed to have come into force with effect from the date of registration of the deed.

In witness where of Shri/ .....

For and on behalf of and by the order and direction of the Vendor has hereunto set his/her hand Shri/Smt. /M/s ..... the Purchaser, the hereunto set his/her hand day and year first above written.

THIS SCHEDULE ABOVE REFERRED TO

All that ..... in the layout plan of and consisting of ..... sq. mtrs. (Courtyard Area .....) or thereabouts bounded as follows.

NORTH : ..... FAR : .....

EAST : ..... USE : .....

SOUTH : .....

WEST : .....

DD(GH) AD(GH) DA(GII)

Signed by Shri/Smt.....

for and on behalf of and by the order and direction of the President of India (Vendor).

(VENDOR)

In the presence of:

(1) Shri/Smt.....

.....

Signed by Shri/Smt.....

.....

(PURCHASER)

In the presence of:

(1) Shri/Smt.....

(2) Shri/Smt. .....

DD(G) AD(GH) D(GH)

Draft DDA Policy Guidelines for disposal of EWS flats built by DEs in terms of Chapter 4: Shelter; Para 4.4.3 B.(v) Residential Plot-Group Housing

1. The following policy guidelines are for facilitating the implementation of clause 4.4.3B Residential Plot-Group Housing (v) of MPD-2021:

A. Applicability:

i. These policy guidelines shall only be applicable to Developer Entity (DE) intending to dispose 50% of EWS dwelling units to eligible beneficiaries.

ii. These developer entities could be any entity like developer/business/corporate entity, i.e. which are private in nature and not public authorities like DDA etc.

iii. DDA is not covered by these guidelines as it is not a developer entity per se and DDA follows its own standard costing policy for disposal of its EWS units at subsidized rates to meet the goal of affordable housing for all. Furthermore, terms and conditions of disposal of a property are decided by Authority from time to time as per Regulation 5 of DDA (Management and Disposal of Housing Estates) Regulations 1968. These terms and conditions are specified in scheme prepared by the Authority for disposal of built-up property.

B. Earmarking of CSP and EWS flats:

i. The DE shall ensure that minimum 15% of the proposed FAR is to be constructed for Community Service Personnel (CSP)/EWS and lower category. This 15% of the proposed FAR for CSP/EWS and lower category housing would be over and above the permissible FAR as per MPD.

ii. 50% of the EWS housing stock shall be retained by DE and disposed

only to apartment owners, at market rates, to house CSP working for the residents/owners of the group housing. These will be developed by the DE at the respective Group Housing site/premises or contiguous site.

iii. Remaining 50% of dwelling units (DUs) developed by DE to be sold by DE to eligible beneficiaries in accordance with the DDA policy which is laid out under these policy guidelines. These can be developed by DE at an alternate nearby site also. Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket.

iv. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard, by Govt. agencies. The DE has to fulfill the quality assurance requirements before the EWS component could be offered to the eligible beneficiaries.

v. DE must construct and finish all the CSP/EWS flats first and obtain completion/occupancy certificate for the same, before getting the completion/occupancy certificate for the remaining portion.

vi. DE must register the housing project with RERA as mandated by law.

C. Eligibility & reservation:

i. DDA's policy shall be applicable for determination of eligible persons who can purchase such EWS flats.

ii. The family income of an applicant as well as of joint/ co-applicant applying for EWS flats should not exceed Rs. 10 Lakh per annum in case of both the families considered separately. Family Income for this clause is defined to include the income of the applicant and his/her spouse, if married. The applicant (and co-applicant) has to produce an annual family income certificate issued by competent authority in this regard.

iii. Reservation policy of DDA shall also be adopted by DE, which is as below:

a. 15% of the flats for applicants belonging to Scheduled Castes (SC);

b. 7.5% of the flats for applicants belonging to Scheduled Tribes (ST);

c. 1% for War Widows and those receiving liberalized pension from Armed/Paramilitary Services (Next of Kin);

d. 5% reservation for Persons with Disability (Divyangjan) as defined

in Section-37(a)of the Rights of persons with Disabilities Act, 2016;

e. 1% for Ex-servicemen.

iv. In case number(s) of flats in respect of reserved category comes to a fraction, i.e., less than 0.5 it would be rounded off to zero and if it is 0.5 or more it would be rounded off to one.

D. Pricing methodology:

i. DE will calculate and inform DDA the maximum price of the flats which are to be disposed as EWS quota, including parking space. Each EWS flat shall have a designated parking space for two-wheeler, which can either be covered or uncovered. As per National Building Code (NBC) of India, the minimum size of two-wheeler parking shall be 1.25 sq. m.

ii. The maximum price will be calculated by taking into consideration:

a. Construction cost of flat to be calculated as follows:

Construction cost of flat= Construction cost (Rs. per sq. m.) as per latest building cost index of Delhi x plinth area of flat (in sq. m.)

Construction cost shall be calculated as per latest building cost index of Delhi approved by CPWD, Ministry of Housing and Urban Affairs at the time of advertising of scheme for disposal of flats. While calculating construction cost, the plinth area as per completion plan approved by concerned local authority would be reckoned for computation.

Note: *As per Unified Building Bye Laws for Delhi, plinth area is the built-up covered area measured at the floor level of the basement or of any storey.*

b. The land cost for flat to be calculated as follows:

Land cost for flat= 50% of the notified Delhi circle rate of the respective zone issued by GNCTD x plinth area of flat x 100/MPF

Here, MPF is Maximum Permissible FAR of the respective Group Housing plot as per MPD.

c. The construction cost of covered parking would be calculated at the rate of 60% of that taken for calculating construction cost of flat. Whereas, for uncovered parking, it would be calculated at the rate of 25%. Thus, the cost calculation of parking space shall be done as below:

Construction cost	
Covered parking space	Construction cost (Rs. per sq. m.) as per latest building cost index of Delhi x area of parking space (in sq. m.) x 0.6
Uncovered parking space	Construction cost (Rs. per sq. m.) as per latest space building cost index of Delhi x area of parking space (in sq. m.) x 0.25

d. The land cost of covered & uncovered parking would be calculated as follows:

Land cost for parking space= 25% of the notified Delhi circle rate of the respective zone issued by GNCTD x area of parking space

iii. The charges payable for electricity connection shall be as per DDA policy, which at present is Rs. 459/- per sq. m. on total plinth area of flats.

iv. The charges payable for water connection shall be Rs. 2000/- per EWS unit.

v. Maintenance charges: DE may collect following types of maintenance charges from allottees.

a. Monthly Common Area Maintenance Charges: For regular day to day recurring maintenance of EWS housing, a charge of Rs 1.50 per sq.ft. per month (on plinth area) to be charged. The monthly charges may be taken up as an upfront payment for 1 year as part of the pricing of the flat. After one year, the maintenance charges shall be calculated every month as per actuals.

b. Sinking fund: An upfront maintenance charge capped @ 2.5% of cost of flat to be collected as part of the price towards the flat for creation of a "Sinking fund" which will be used for major maintenance works such as replacements of lifts/STP plants/machinery room etc. It shall be vested in a separate interest-bearing account.

RWA is to be formed by all the EWS allottees within one year of allotment of flats. All allottees need to be a member of such an RWA of EWS allottees at the time of taking possession of the flats. Once the RWA is formed for the EWS housing, the above funds shall be handed over to RWA immediately for future maintenance of the housing.

E. Mechanism for disposal:

i. Upon completion of EWS flats, DE shall give an intimation to DDA about completion (along with completion certificate and quality certificate) and its intent to go for disposal of these flats along with the details of inventory of EWS flats.

ii. DE will calculate and inform DDA the maximum price of the flats which are to be disposed as EWS quota, including parking space.

iii. The flat cost will be capped at the price computed as per the formula given in this policy. DE is free to adjust the price of such flats, i.e. suitably reduce the same below the capped price in a manner that it gets enough eligible applicants depending on demand-supply dynamics.

iv. DDA will invite online applications for allotment of EWS flats from eligible applicants along with the eligibility documents, like income certificate, category certificate etc. The DDA's policy of eligibility shall be as applicable as on the date of inviting online applications. If sufficient number of applications are not received from reserved category of applicants, the balance no. of reserved category EWS flats may be disposed among unreserved category of applicants.

v. DDA will conduct draw of lots for allotment of flats. The draw shall be conducted in online mode in a transparent manner in presence of independent judges along with presence of a sample number of applicants, say 20. In case excess flats remain unallotted, DDA will again call for applications from eligible applicants and another draw for such flats shall be conducted by DDA.

vi. A separate list of successful applicants and wait listed applicants (upto the extent of 25% of successful applicants) shall also be prepared by DDA.

vii. After allotment, DDA will verify the eligibility documents of allottees like income certificate, category certificate etc. After successful verification, the list of successful allottees shall be handed over by DDA to DE for issuance of demand-cum-allotment letters, who will issue these strictly as per costing policy outlined herewith. In case, any successful applicant is found ineligible, he/she shall be substituted by the wait listed applicant.

viii. DDA shall charge 1% of the cost of each allotted flat as processing fee from DE. These charges may be loaded by DE onto the allottees at the time of issue of demand-cum-allotment letter.

ix. The issue of possession letter and handing over of physical possession of the flat shall be done by DE. As per DDA policy, full

payment of the cost of flats is to be made by the allottee before possession letter of a flat is issued and physical possession of the flat is handed over.

x. DE shall share with DDA the list of those allottees to whom possession letters (PL) have been issued along with issued PLs.

xi. The DE will execute sale deed in respect of such flat directly in favour of the applicant.

xii. The flats coming under EWS quota shall be disposed only by this method (and no permission for free market sale will be given).

xiii. There shall be a lock-in period of 5 years on further sale/purchase of EWS flats by allottees to ensure that the benefits of allotment under EWS quota are enjoyed by the intended beneficiaries and the speculation in respect of these flats is curbed.

xiv. The DE shall be allowed to undertake actual transfer / transaction of saleable component to the apartment owners which are earmarked for the CSP only after the prescribed land and the EWS housing component is sold/transferred to the eligible beneficiaries following DDA policy at the rates in accordance to the DDA policy.

2. These guidelines will be applicable to all the future cases of EWS flats constructed by DEs and also those cases which are under consideration and have not yet been finalized.

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Diwali Special Housing Scheme 2023 [Online Scheme through First Come First Serve (FCFS) Basis] for disposal of approx. 30,592newly constructed/soon to be completed flats at Dwarka (Sector 19B & Sector 14), Loknayakpuram and Narela

1. SCHEME: -

1.1. The Scheme is titled as **"Diwali Special Housing Scheme 2023 (Mode of disposal: First Come First Serve (FCFS) Basis)"** of the Delhi Development Authority for disposal of newly built-up/soon to be completed flats through end-to-end online system. The time-lines of the scheme are as below:

Sr. No.	Events	Date
1.	Date of advertisement/issue of notice for Diwali FCFS	19.11.2023 (Sunday)
2.	Help Desk operational for training and information on Diwali FCFS	22.11.2023 (Wednesday)
3.	Start of registration	24.11.2023 (Friday) 4:00 PM onwards
4.	Flat booking starts from	11.12.2023 (Monday) 11:00 AM onwards
5.	Closure of scheme	31.03.2024 (Sunday)

2. ELIGIBILITY:

2.1. The applicant must be a citizen of India.

2.2. He/ She should have attained the age of majority i.e., an applicant should have completed 18 years of age as on the last date of submission of the application and legally competent to enter into a contract.

2.3. There shall be no restriction with regard to owning any land/built up property in Delhi.

2.4. The family income of an applicant as well as of joint/ co-applicant applying for EWS flats should not exceed Rs. 10 Lakh per annum in case of both the families considered separately. There is no income criterion for other categories except EWS. The applicant can apply according to his/her requirement and affordability. Family Income for this clause is defined to include the income of the applicant and his/her spouse, if married.

2.5. The applicant should give particulars of his/her savings account in any Bank **in the name of the applicants only** in the 'Application Form'.

2.6. Applicant must have Permanent Account Number (PAN) allotted under the provisions of the Income Tax Act and the same must be quoted in the Application Form.

2.7. In case of joint application under Persons with Disabilities (Divyangjan), the applicant himself/ herself should fall within the respective reserved category and the joint applicant/co-applicant should be from within the Family. Family means a person or his/her parents or his/her blood relatives or his/her spouse or any of his/her dependent relative/s including unmarried children.

3. HOW TO APPLY: -

3.1. Interested persons have to visit official website of DDA i.e., **www.dda.gov.in** & **https://eservices.dda.org.in** and have to create login credentials using PAN and other details & thereafter login with the same and register themselves for **Diwali Special Housing Scheme 2023 (FCFS)** by paying a sum of **Rs. 2,500/- (including GST).** This amount is to be paid online and is non-refundable. The registration opens with effect from 2**4th November, 2023.** Those applicants who have already registered themselves in FCFS Phase IV need not register again. Persons already registered in FCFS Phase IV and new applicants successfully registered for this FCFS scheme will be able to book the flats on offer.

3.2. Interested persons can check all relevant details like size of the flats, location of the pocket, price, Lay out plan of the flat/pocket online at **https://eservices.dda.org.in.** Most of these flats are in **ready-to-move-in** condition.

3.3. The desirous persons can apply online and will have a choice to book a specific flat on 'First Come First Serve' basis.

3.4. Once a specific flat is selected online, he/she will be given a window of 15 minutes' time to deposit booking amount in online mode (Internet Banking, Debit/Credit Card only), through a single transaction only. During the period of 15 minutes, that specific flat will not be available for selection by other persons. Hence, all applicants are advised to ensure availability of required funds in their bank account and enable necessary transaction limit of the requisite amount on their debit/credit cards as well as internet banking, as the case may be.

3.5. As soon as Booking Amount as mentioned in para (3.6) below is successfully deposited by the applicant within the window of 15 minutes' period and confirmed by the bank, the selected flat will be reserved/booked for the applicant and Demand-cum-allotment letter will be issued accordingly within a period of 24 hours.

3.6. The booking amount **(non-refundable)** for FCFS Phase IV is given below: -

S.No	Category	Booking Amount (Rs)
1	EWS	50,000/-
2	LIG	1,00,000/-
3	MIG	4,00,000/-
4	HIG	10,00,000/-

Note: The booking amount paid will be adjusted against the

ii. Received all such relevant information as it has requested from DDA; and

iii. Made a complete and careful examination of the various aspects of the Project that might affect the Bidder's performance under the terms of this e-Auction Document.

iv. DDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

7. REFUND OF EMD TO APPLICANTS:

7.1. **Successful Applicants (No refund in case of surrender)**

7.1.1. The applicants are advised to satisfy themselves with regard to location, price, existing facilities in the surrounding area and other related issues before applying for allotment of a flat under this scheme. **In case of surrender of flat after successful declaration of H1 bidder through online e-Auction, full EMD (para 6.8.1) applicable will be forfeited.**

7.2. Unsuccessful Applicants

7.2.1. The amount of EMD in case of unsuccessful applicants will be returned to the same account from where it is received & also using the same channel (viz. NEFT/RTGS/Branch etc.).

8. RESERVATIONS:

8.1. The details of reservations under this Scheme are as under:

8.1.1. 15% of the flats for applicants belonging to Scheduled Castes (SC); and

8.1.2. 7.5% of the flats for applicants belonging to Scheduled Tribes (ST);

8.1.3. 1% for War Widows and those receiving liberalized pension from Armed/Paramilitary Services (Next of Kin)

8.1.4. 5% reservation for Persons with Disability (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016.

8.1.5. 1% for Ex-servicemen.

8.2. The reservations, as above, are admissible strictly with reference to the number of flats available in a locality.

8.3. In case number(s) of flats in respect of reserved category comes to a fraction i.e., less than 0.5 it would be rounded off to zero and if it is 0.5 or more it would be rounded off to one.

8.4. With regard to the flats for different reserved categories, the same will be carved out from the available inventory through draw of lots. The e-Auction will be carried out among the respective reserved categories.

8.5. If requisite numbers of applications are not received from the above mentioned five categories, all remaining flats shall be subsequently opened to all categories in the next phase of e-Auction which will be announced separately.

9. DOCUMENTS TO BE SUBMITTED AFTER ONLINE E-AUCTION & BEFORE POSSESSION OF FLAT:

9.1. **For all categories:**

9.1.1. Self-attested copy of PAN Card (Permanent Account Number) issued/allotted by Income Tax Department.

9.1.2. Identity Proof e.g., self-attested copy of passport, government Identity Card, Election ID card, Driving License, Ration Card with Photo (of the person whose photo is affixed) or Aadhaar Card. (Upload any one)

9.1.3. Proof of residence e.g., self-attested copy of passport, government Identity Card, Election ID card, Ration card, Driving License, Telephone Bill, Electricity Bill, Water Bill, House Tax Receipt, Bank Pass Book (page carrying name and address of the allottee) or Aadhaar Card. (Upload any one)

ITEM NO. 39/2024

Subject: The policy for fixation of disposal price of standalone Scooter Garages/ Car Garages/ Covered/Uncovered Parking based on various cost component & the Mode of Disposal

F.No. HAC/F21/0005/2024/AO/HAC

A. ***Background:***

1. Authority vide resolution no. 07/2002 (Annexure-A) adopted the following methodology as prescribed herein for determining disposal price based on various cost components of scooter/car garages:

> "Construction cost of scooter/car garages would be taken as 60% of the PAR for the cost of flat including departmental charges and interest. Land cost would be worked out by multiplying land rate with Plinth area of scooter/car garage and applicable land factor."

2. However, the policy so prescribed for costing of Scooter/Car Garages was silent on following types of cases:

- Earlier the garages were sold with the flats in different housing schemes wherein the Plinth Area Rate (PAR) of respective flats viz. LIG/MIG/SFS etc. were being applied for determination of Cost of construction of Garages. However, where the garages are to be sold on standalone basis are located in a DDA Housing Society where more than one categories of flats (i.e. HIG/MIG/LIG etc.) are situated then the PAR of which category of flats (i.e. HIG/MIG/LIG etc.) will be applicable for working out Construction Cost of garages has not been prescribed in Authority Resolution No. 07/2002.
- Similarly, the garages were sold with the flats in different housing schemes wherein the Predetermined Rate (PDR) of respective flats viz. LIG/MIG/SFS etc. were being applied for determination of land Cost of Garages. However, where the garages are to be sold on standalone basis are located in a DDA Housing Society where more than one categories of flats (i.e. HIG/MIG/LIG etc.) are situated then the PDR of which category of flats (i.e. HIG/MIG/LIG etc.) will be applicable for working out Land Cost of garages has not been prescribed in Authority Resolution No. 07/2002.
- There have been cases where covered parking (such as Basement Parking & Suit Parking etc.) and uncovered parking (such as Surface Parking etc.) have been developed within the scheme. There is no policy for policy for determining disposal price based on various cost

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components of these parking spaces while sealing on standalone basis.

B. *Examination and proposal:*

3. The Authority vide its resolution No. 07/2002 had prescribed the costing methodology for working out the disposal price of Flats & Garages which was further revised with the approval of the Authority from time to time. However, in view of issues raised above, in order to determine the disposal price, the following parameters for working out the different cost components for garages (Car/Scooter/covered/uncovered parking) to be sold on standalone basis may be approved by the Authority:

Construction Cost:

i. Construction cost of scooter garage/car garage would be determined in accordance with the costing methodology approved by Authority vide resolution no.07/2002 which was further revised with the approval of the Authority from time to time. However, in case of costing of Car/Scooter Garage (including covered & uncovered parking) on standalone basis located in DDA Housing Societies where there are more than one category of flats, the PAR of Higher category of flats available in that particular housing society will be applied in determining the cost of construction of scooter/car garages (including covered & uncovered parking). For example, if LIG, MIG & HIG flats are available, then the PAR of HIG flats shall be applied.

ii. Construction cost of Covered Parking (such as Basement Parking, Stilt Parking etc.), would be taken as 60% of the PAR for the cost of flat in line with the calculation of construction cost of scooter garage/car garage as approved by Authority vide resolution no.07/2002.

iii. Construction cost of Uncovered Parking (such as Surface Parking etc.) would be taken as 25% of the PAR for the cost of flat in line with the calculation of construction cost of courtyard (which is also an open area) as approved by Authority vide resolution no.07/2002.

Depreciation:

Benefit of depreciation @ 1.25% per annum on current cost from the year of construction subject to the maximum of 35% will be applied in accordance with prevailing Standard costing policy shall be applied.

Grid Charges:

Grid Charges as approved vide standing instructions issued vide EM2 (1) 2016/EF (Coordn.)/Misc./Vol.II/42 dated 04/07/2014 (Annexure B) will be applicable on Garages constructed subsequent to the issue of standing instructions.

Departmental Charges:

Departmental charges the shall be applied as per prevailing Standard Costing policy for flats.

Interest during construction period

Interest during construction @ 10% calculated for 15 months may be considered.

One Time Maintenance Charges:

It is proposed that **one-time maintenance charges (both civil & electrical) shall not be charged** in the case of garages to be sold on standalone basis.

Land Cost:

Land cost of scooter garage/car garage (including covered and uncovered parking) would be determined in accordance with the costing methodology approved by Authority vide resolution no.07/2002 which was further revised with the approval of the Authority from time to time. However, in case of costing of Car/Scooter Garage (including covered and uncovered parking) on standalone basis located in DDA Housing Societies where there are more than one category of flats, the PDR of Higher category of flats available in that particular housing society will be applied in determining the land cost of scooter/car garages (including stilt parking). For example, if LIG, MIG & HIG flats are available, then the PDR of HIG flats shall be applied.

Land Factor:

The land factor for may be taken as 1 for all types of garages/parking in line with the residential multiplication factor approved by Authority vide Agenda 5.3/2017 (Annexure C).

Surcharge:

Surcharge shall be applied on the total disposal cost for

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prime localities in accordance with prevailing Standard Costing policy for flats.

Methodology of Disposal

(i) The disposal of these garages will be done on e-auction basis or First Come First Serve (FCFS) basis depending on the nature of location of the housing pocket and the demand for such car garage.

(ii) The main eligibility condition for e-auction or FCFS will be that the applicant should be an allottee/purchaser (not tenant) of the flat in that particular housing pocket only. However, if the flat is in joint name, either of the joint allottee/purchaser can only apply for the same. Provided that the flat is freehold allotment or the applicant shall get the flat converted into freehold before taking possession over the garage.

(iii) For determining the bras stacks of the terms and conditions of the scheme including the mode of disposal, EMD/ application money, etc and for deciding the number of garages to be included in the e-auction process or FCFS as the case may be from time to time in different tranches, a Committee constituted by VC along the lines of the Committee provided for in Regulation 28 of Housing Regulations, 1968 shall be authorized to take appropriate decisions, including determining the pricing structures for various garage spaces, taking into market dynamics following the adoption of standard costing as delineated in preceding paragraphs.

Further, Committee may preferably consist of Vice Chairman, Finance Member, Principal Commissioner (Housing), Commissioner (Housing) and Financial Advisor (Housing).

Note: The above parameter will exclusively apply for working out cost of Car garage/Scooter garages/Covered/Uncovered parking etc. (with illustrations placed at Annexure-D) and their disposal on standalone basis.

Approval may be granted for proposal under Para 'B' above.

RESOLUTION

The proposal contained in the agenda item was approved.

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ANNEXURE-A

Item No 7/2002 Sub The Costing of Flats by DDA-Moving from Actual Cost to Standard Cost
F.21(1671)2001/HAC

PRECIS

1 Present Methodology for Costing of Flats (Agenda Item No.28/94 and 151/93)

The present elements of costs are as follows:-

S.No	Particulars	Remarks
A.	Cost of Construction	As intimated by Engineering Wing.
B.	Maintenance Charges	3.5% on (A) above for SFS, MIG and 3.25% for Janta, LIG
C	Community Facilities charges	Rs.1 per square ft. subject to a maximum of Rs.750 for MIG/SFS and Rs.500 for LIG No charges for Janta.
D	Departmental Charges	10% for MIG/SFS and LIG 6.5% for Janata
E	Administrative Charges	1% on MIG/SFS and LIG, no charges for Janata
F	Interest Charges	@ 15% for 15 months for single or double storeyed flats and 18 months for 3 or more storeyed flats. Nil for SFS
G	Cost of Land	As approved from time to time
H.	Floor Equalization Charges	4.5% extra from allottees of ground floor Discount for First Floor 1% Discount for Second Floor 1.5% Discount for Third Floor 2%
I.	Surcharges	20% on flats in South Delhi for SFS flats
J	Service Charges	2.5% of cost of land from the date of allotment till handing over of services to M.C.D.
K	Actual Period Interest	In case of SFS flats 10% charged from the original start to the date when allottee joins the scheme.
L	Other Charges	Documentation charges Rs.75 Share Money Rs.100 Water Charges Levied at the time of possession
M.	Ground Rent in respect of Hire-Purchase allotment	2.5% per annum of cost of land after two years

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II **The Present system of Costing by DDA:**

The costing is done by Housing Finance Wing with the approval of FM and VC. The method is that of actual cost or approved cost whichever is higher and not standard costs. Actual costs form the basis because the overall assumption is that of no profit no loss, which has been paraphrased to mean that each unit must be on no profit no loss. The data on actual expenditure and area of the housing units are supplied by the Engineering Wing to the Finance Department for costing purposes. On this Community Facilities, Departmental charges, Administrative charges, interest and land cost is added. This is at present the cost of the unit to which other charges, such as, document charges, service charges, share money, water charges etc. are further added on.

III. Need for Reform

a. There is lack of synchronization and consequently delays in raising the demand

b. Data input on final cost often takes considerable time resulting in delay in receipt of basic data.

IV Actual Cost to Standard Cost: Agenda for Reform

1 The costing system would be restructured as follows:-

a Finance Wing may fix costing on the basis of standard costing and not actual costing for each housing unit or cluster.

b. The Plinth Area Rate of construction would be announced twice in a year and would apply as on 1st April and 1st October each year.

c The cost would be expressed in Rs.per square meter of plinth area.

d The list of overheads would be pruned to only two elements i.e departmental charges and service charges.

e No floor equalization charges would be levied or discount for different floors may be given.

2 Standarad Costing may mean the following:

a Cost of a unit =Cost of construction +Departmental Charges + interest + Cost of land + Service Charges capitalized + Ground Rent capitalized or Free hold charges as the case may be +share money+cost of court yard (if any) +Cost of car/scooter garage, (if any)

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i. **Cost of construction:-** The cost of construction per Square meter may be based on weighted average of actual cost of construction for the current year and total plinth area of the flats. This will be referred to as plinth area rate (PAR), it will include maintenance charges. Separate PAR may be worked out for flats with lift and flats without lift. PAR for EWS/Janta/LIG/MIG/HIG/SFS may remain same within overall classification of with lift and without lift. The PAR so arrived will be updated by 5% for future increase and will remain valid till 31.3.2002. After this PAR will be decided on half yearly basis and will be applicable from 1st April and 1st October. PAR of 1st April will be based on actual costing data received upto 28/29th Feb and PAR of 1st October will be based on costing data received upto 31st August preceding 1st April and 1st October respectively. PAR of with lift flats are based on approved PEs of current year as actual costing has not been done in recent past. The PAR would be rounded off to multiple of 100.

ii. **Departmental charges** Departmental charges will include prepossession charges at present divided into Community Facilities, Departmental charges, Administrative charges, Documentation Charges and cost of water connection charges levied at the time of possession, which is proposed to be as under:-

Sl.No.	Category	%age of Construction Cost
1	EWS/Janta	10%
2	MIG/LIG/HIG	15%

iii. **Interest-** Interest during construction period may continue to be provided at the rate of 15% per annum on cost of construction and departmental charges for the following months:-

S.No.	Particulars	Number of months
i	Single & double storey	18 months
ii	Three & four storey flats	24 months
iii	More than 4 storey flats	24 months (without lift) 30 months (with lift)

iv. **Cost of land:-** The cost of land per square meter will depend on developmental status of the area. This would be given by the Land

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Costing Wing. Since the gross area of the scheme to the plinth area of the flats will depend on the number of storeys/ground coverage, hence the land rate may be multiplied with the following factors:-

Sl.No.	Particulars	Factor
1	One Storey	2.5
2	Two Storey	2.0
3	Three Storey	1.5
4	Four /Five Storey	1.0
5	More than Five Storey	0.5

v. **Service charges:-** Service charges are presently collected @ 2.5% per year of land cost till services are handed over to MCD. Out of 2.5 % recovered as service charges, 0.75% is taken as transaction cost, the balance will be 1.75% of the land cost. Service charges would be charged in one lump sum for five years, being the average length of time taken for services to be transferred to MCD. It comes to 8.75% of land premium. It needs to be discounted at 9% per annum and discounting factor is 0.848. It gives 7.42% that would be rounded off to 7.5% of the land premium as capitalized value of service charges. In respect of old cases, the allottees would have paid at least 2.5% as service charges, included in the demand letter. hence option would be given to them to opt for capitalization of service charges in respect of unpaid and future charges, which would be 5% of the land premium. Where the allottee comes for conversion and the services are not transferred to the M.C.D. 5% of the land premium would be collected as capitalized value of service charges for unpaid and future dues. However, where he has already paid capitalized service charges, no further demand for the same will be raised. This will apply to Residential Housing Properties only.

vi) **Ground Rent.-** Where Ground Rent is payable on lease hold properties being disposed off on installment basis it is charged at the rate of Rs.1 per year for first two years and thereafter @ 2.5% of the land cost, if 0.75% is taken as transaction cost the balance will be 1.75% of the land cost. This may be capitalized by discounting it @ 9%per annum. Discounting factors for 180 installments by taking first two years ground rent as nil works out to .528 and on 144 installments 0.585 and on 120 installments 0.635. The effective rate on land cost for 180 installments work out to 12%, 144 installments 10.3%, and for 120 installments 8.9%. However, for the purpose of simplification only one rate will be adopted i.e. 12% of the land cost. In respect of old cases, allottees will have the option to pay

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capitalized value of ground rent @12% of the land cost in respect of unpaid and future dues of ground rent. This will apply to Residential Housing Properties only.

vii) **Cost of court yard:-** Construction cost (PAR) of court yard would be taken as 25% of the PAR for the cost of flat including departmental charges and interest and land cost would be at 100% of land rate multiplied with Plinth area of court yard.

viii) **Cost of scooter/car garage:-** Construction cost (PAR) of scooter/car garage would be taken as 60% of the PAR for the cost of flat including departmental charges and interest. Land cost would be worked out by multiplying land rate with Plinth area of scooter/car garage and applicable land factor.

ix) **Share money:** This money go to Residents Welfare Association. It would be increased to Rs 500/- per flat for Janta/EWS/LIG flat and Rs.1000/- per flat for others.

b. **Surcharge:** Surcharge for localities declared as prime localities by the Management will be levied @ 20% on total disposal cost which will include, Cost of construction +Departmental Charges + interest + Cost of land + +cost of court yard (if any) +Cost of car/scooter garage if any). This will be currently applicable for SFS/HIG scheme and not applicable to other flats.

3 After the completion of the scheme, variation in actual cost with standard cost will be worked out and duly accounted for in the next exercise.

V Moving to standard cost: Related issues

1 As a weighted average forms the basis of the standard cost arrived at, in some cases the actual cost may be more than that realized under the standard cost.

2 There may be resentment, as some allottees would end up paying higher cost of construction than what their specific scheme may have cost under the earlier formula.

3 Adjustment in costs would be done twice in a year so as to achieve an overall break-even position over the long run.

VI. Standard Costing Rates for construction upto 31.3.2002 including maintenance, deficiency and rectification charges works out to

PAR with lift = Rs.8000 per sq.mtr
PAR without lift = Rs.5100 per sq.mtr.

VII. The above costing formula will also apply to all pending SFS schemes except for the interest portion. As far as the interest portion is concerned the existing procedure of charges of API and BCI whenever applicable will apply.

VIII **Approval for authority**
Approval of the authority is required on item IV, VI & VII of the note above.

RESOLUTION

Proposals of costing of DDA flats on "standard cost" basis were approved by the Authority with the following observations:-

(i) Efforts should be made to have one uniform land rate throughout Delhi, with a possible 20% surcharge for South Delhi lands.

(ii) Land rates should continue to be subsidised for the flats under LIG/Janta/EWS etc. as per existing policy.

(iii) Standard costing principles should fully dispense with the existing requirement of flat-wise costing by the Finance Department in separate files. Costing of each flat should now be possible through a computerized programme based on plinth area of each flat and the standard cost formula for the relevant period.

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Draft No. DFA/15613

ANNEXURE-B
Attachment:Annexure- C.pdf

DELHI DEVELOPMENT AUTHORITY
Office of the Engineer Member

No. EM 1(1)2010/EE(Co-ord.)/Misc./Vol-III/42 dt. 31.07.2014

STANDING INSTRUCTIONS

SUB: Loading of cost of 66/33 KV Grid Sub-Stations in housing schemes.

A meeting was convened by Vice-Chairman, DDA on 17.06.2014 to discuss the issue of keeping the provision of Grid Sub-Station (66/33 KV) cost component in the costing of future houses/apartments.

In this regard, it is decided that Rs.459/- per Sqm of built up area (as on 30.06.2014) shall be recovered from the allottees towards part of infrastructure development component i.e., establishment of Grid Sub Station (66/22 KV) in the DDA colonies.

This issues with the approval of Vice Chairman, DDA.

(Ajit Kumar Gupta)
Chief Engineer (HQ)

Copy to:

1. OSD to VC for kind information of the latter.
2. Engineer Member
3. Finance Member
4. Principal Commissioner (LD, Housing & DWC)
5. Chief Vigilance Officer
6. All Chief Engineers
7. Chief Accounts Officer
8. Commissioner (Housing), (LD & ILM)
9. FA(H)
10. Director (Finance, CL & LC)

Please discuss on Monday before circulation

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ITEM NO. 53/2017 ANNEXURE-C

Subject: Review of Policy for Fixation of Reserve Price for sale/ allotment of Delhi Development Authority (DDA) properties (Land/Shops etc) through Public Auction/E-Tender
F.No.1(114)17/LD/Court

Background Note

1. Rule 8 of the DDA (Disposal of Developed Nazul Land) Rules, 1981 (hereinafter referred to as 'Nazul Rules') read with Rule 4 (2) and provisions contained in Chapter III and IV of these rules, provide for the manner and procedure for disposal of land or property for Residential, Industrial, Commercial and Institutional purposes on auction/tender basis. The Nazul Rules provide fixation of premia and ground rent for such land from time to time.

As per Resolution No. 54/2000 dated 18.8.2000, the procedure for fixation of Reserve Price by a Price Fixation Committee (PFC), comprising a representative each of the Management, Planning and Finance Wings, was prescribed as follows:

(i) The PFC may recommend the reserve price for plotted development of residential, commercial and industrial properties at the beginning of every financial year, provided that the PFC may, if circumstances so require, also meet during the year to fix reserve price for a particular property if the same could not be fixed at the beginning of the year due to lack of availability of the property or any other reason.

(ii) The PFC would consider average auction rates received in the immediately preceding year in making its recommendations. The PFC would recommend the percentage factor by which the reserve prices may be kept below the average auction rate of the previous year for the area keeping in view the use category of the property. The PFC would, as a rule, fix the reserve prices at 10% below the average auction rate of the previous year. Should the PFC decide to deviate from this percentage, in case of any use category, the reasons for doing so ought to be explicitly brought out.

(iii) If the average auction rate of the area is not available, the average auction rate of the comparable area would be taken, the comparable area may be determined in terms of the following parameters:

(12)

- Level of development of the surrounding area
- Proximity to a developed area
- Accessibility of the area
- Presence of slums or squatter settlements
- The state of the property market in terms of market expectations and any other consideration to be recorded specifically

(iv) If the average auction rate of the immediately preceding year is not available, the rate of the previous years may be updated by a certain percentage per annum as at present. This percentage was 20% till 2002-03. The policy provided that the exact percentage may be decided by the PFC from year to year, depending on the state of the property market.

(v) In arriving at the average auction rate for industrial property, the size of the plot may also be taken into account.

(vi) The recommendations of the PFC would require the approval of Finance Member and Vice Chairman before these are implemented.

The percentage for updation of land rate was revised to 12.5% from 2002-03 onwards.

2. The above procedure was **amended** vide Circular dated 24.9.2005 to the following extent:

(i) The PFC may fix the reserve price twice in a year, i.e. at the beginning of the first half- year and the second half- year of a financial year.

(ii) The PFC may further reduce the reserve price of a plot put to auction for at least two times without any response of bids, after duly recording reasons for reduction.

(iii) For fresh plot to be put to auction during the second half of the year of the left-out plots for which reserve price was already fixed but which could not be put in the auction programme, the PFC may take into account the current market rate of the year for fixation of reserve price of such plot. Reserve price for such plots may be fixed on the basis of average auction rate of the current year minus 25% subject to a minimum reserve price calculated on the basis of average auction rate of the preceding year minus 10%.

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(11)

3. The procedure for fixation of reserve price was modified vide Resolution No 40/2015, followed by circular No.PS/PC(LD)2004/Comm. Properties-5/Pt.Files/75 dated 6.5.2015, as follows:

The PFC headed by Commissioner (LD/LA) comprising a representative each of the Management, Planning and Finance wings, will continue to be responsible for making recommendations on reserve price of industrial, commercial, institutional and residential plots as well as built-up properties. The procedure to be adopted by the PFC for making recommendations on the Reserve Price would be as follows:

(i) The Committee may engage a minimum of two independent valuers for Commercial, Industrial, Residential and Institutional plots and Built-up properties and seek fair reserve price regarding each of the property or a group of similarly placed properties

(ii) On the basis of fair reserve price as assessed by the valuers, normally the highest of the fair reserve price as assessed by the valuers will be considered by the PFC for fixing the reserve price. In case of deviation, the reasons for doing so should be explicitly brought out

(iii) The recommendations of the PFC would require the approval of the Finance Member and the Vice Chairman before these are implemented. The decision of the Vice Chairman will be final.

In case, no bid is received in respect of certain properties (vacant as well as built up), the PFC may fix the reserve price on lower side after fresh valuation of the properties by the independent valuers, following the procedure as in para (ii); in case, the same valuation report is used, the matter would be referred to a committee consisting of Vice Chairman, Finance Member and Principal Commissioner (LD), for fixation of reserve price of that property or a group of similar properties.

As may be seen from above, presently the policy of obtaining reports from the Registered independent DDA Valuers is in vogue for determining the reserve price for sale of plots/built-up properties.

Need for change of Policy

4. The disposal of developed Nazul lands by DDA have been poor over the years due to inter-alia high reserve price fixed by DDA for auction based on the criterion laid down. The existing policy provides that highest of the reserve price as assessed by the Independent

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valuers may be taken as the reserve price. It has been observed in the past that there existed a huge gap in the reserve price fixed by different valuers for same properties, which sometimes was observed even to the extent of 40%. This is perhaps the main drawback of the existing policy for which DDA could not get any buyer during the last attempt made by it in May,2016 to dispose of 42 commercial properties. The DDA has not been successful in disposing its properties even on the reserve price assessed by the Regd. Valuers which represents the market rate in respect of various uses.

5. Statement showing the year-wise breakup of the plots/built-up properties put to auction and sold during the last six years in DDA is as under.

Year	Put to Auction				Sold			
	Comml	Resdl.	Instl.	built-up properties (Shops)	Com	Resdl	Instl	built-up properties (Shops)
2011-12	78	79	9	160	5	65	5	61
2012-13	NIL	38	NIL	NIL	NIL	25	NIL	NIL
2013-14	62	60	15	NIL	3	1	3	NIL
2014-15	NIL	NIL	NIL	354	NIL	NIL	NIL	173
2015-16	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL
2016-17	42	NIL	NIL	NIL	NIL	NIL	NIL	NIL
Total	182	177	24	514	8	91	8	234
	Grand Total 897				Grand Total 341			

6. The issue of review of the procedure for fixation of Reserve Price has also been deliberated by a committee headed by the then Finance Member, DDA and other officers from DDA in June/July, 2016 constituted at the behest of Secy(UD) Govt. of India and the committee proposed inter-alia the following guidelines for the disposal, by auction, of DDA plots/properties:

i. An original reserve price (ORP) will be calculated in respect of each auction as follows: The latest auction price of similar properties will be updated *(a)* 12.5% per annum compounded up to the date of the proposed auction and reduced by 20% to arrive at a reserve price. ORP under no circumstances will be less than the No Profit No Loss Rate.

ii. After the determination of the ORP, two valuations will be obtained from experienced, registered and pre-approved valuers for the property or group of similar properties, scheduled to be put on auction. The assignments to valuers will be awarded confidentially through the roster. The lower of the two valuations will be designated V-L and the higher one V-H.

iii. Where V-L and V-H differ by more than 10%, the PFC will converse with the valuers concerned to understand the reasons for difference in the two valuations. After this, the PFC will arrive at a single valuation, called Valuation Based Reserve Price (VBRP). Where V-L and V-H do not differ by more than 10%, V-H will be the VBRP.

iv. Higher of ORP and VBRP will be adopted as the Reserve Price for auction.

7. **The matter has again been reviewed and observed as under:**

- The reserve price may be fixed based on the current Circle rates of that area – which reflects the guideline value of the properties, set by the revenue authorities and fixed by the respective Govt. Circle rates are in public domain and thereby bring in enhanced transparency.
- The assessment report of the valuers can be a case of subjective interpreration and amenable to influence by other factors.

Circle Rates fixed by GNCTD

8. The Government of Delhi has last notified circle rates to designate the minimum rate at which property should be registered and taxed w.e.f. September, 2014. Accordingly, Delhi has been categorized in 8 circles marked A to H, with A being the highest priced circle and H being the low priced circle. The Minimum Rates (Circle Rates) for valuation of Land and Properties for purposes of payment of stamp duty under Indian Stamp Act, as applicable to Delhi & Registration Fees under the Registration Act, 1908 in Delhi is as under: -

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(A) Minimum Land Rates for Residential Use: -

Table -1

Category of the locality	Minimum rates for valuation of land for residential use(Per sq. mtr) (amount in Rs.)
A	7,71,000
B	2,46,520
C	1,59,840
D	1,27,680
E	70,080
F	56,640
G	46,200
H	23,280

(B) Minimum Land Rates for commercial, Industrial & other uses

The following multiplicative factors shall be employed to the above minimum land rates for residential use while calculating the cost of land under different uses

Use*	Residential	Public purposes e.g. government schools, hospitals etc.	Public Utility e.g. private school, colleges, hospitals	Industrial	Commercial
Factor	1	1	2	2	3

* Definitions are as per Unit Area Property Tax System.

(C) The following rate of construction as notified on 23/09/2014 by the Govt. of NCT of Delhi or the actual cost of construction incurred by DDA with escalation of 10% per annum towards cost of money, whichever is higher shall be applicable fo the built up properties i.e. Shops/Platform/Thadas, offices etc for determining th

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reserve price. The base unit rate of cost of construction as notified by the GNCTD is:

Category of the Locality	Minimum rate of construction for Commercial use (in Rs. Per Sq. Mtr.)wef. 23/09/2014
A	25200
B	19920
C	15960
D	12840
E	10800
F	9480
G	8040
H	3960

- In order to take into account, the age of structures, the following multiplying factor shall be employed to the cost of construction mentioned above: -

Year of Completion	Prior to 1960	1960-69	1970-79	1980-89	1990-2000	2000 Onwards
Age factor	0.5	0.6	0.7	0.8	0.9	1.0

- To calculate the valuation of different structures, the following multiplying factors to the above minimum cost of construction shall be employed under colonies in 'G' and 'H' Categories: -

Structure type	Pucca	Semi-pucca	Katcha
Multiplicative factor	1.0	0.75	0.5

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(62)

9. The illustrative list of the circle rates applicable for certain colonies are as below:

Circle	Rate	Example of Localities
A	Rs. 7,74,00 per Sq.mtr.	Vasant Vihar, Friends Colony
B	Rs. 2,45,520 per Sq.mtr	Greater Kailash, Gulmohar Park, Hauz Khas
C	Rs. 1,59,840 Per Sq.mtr.	Civil Lines, Kailash Hill, Kalkaji
D	Rs. 1,27,680 per Sq.mtr.	Jangpura Extension, Dwarka
E	Rs. 70,080 per Sq.mtr.	Adchini, Humayunpur, Mayapuri
F	Rs. 56,640 per Sq.mtr.	Amar colony, Govindpuri, Jamia Nagar
G	Rs. 46,200 per Sq.mtr.	Matiala, Najafgarh
H	Rs. 23,280 per Sq.mtr.	Chattarpur, Neb Saraj, Jharoda Kalan

Benefits of fixation of Reserve Price based on Circle Rate

- In the past, DDA has failed to dispose of its plots/properties through auction based on the reserve price fixed. In fact, during the recent past, there have been no auction except a few cases and thus updation of the auction rates is not practical and termed as near to market value.
- The Circle Rates are more realistic as they represent the guideline value of the properties.
- It will reduce the market speculations also. The Circle Rates are derived by the State Govt. by a systematic procedure and there will be no requirement

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in future for the DDA to calculate the reserve price time and again which further delays the process of auction.

- This will help in disposal of the plots/in-built properties more quickly and in a time based manner.

Proposal

10. i) The fixation of Reserve Price for auction of Residential, Institutional, Industrial and Commercial plots/built-up properties of DDA as mentioned at Para 8 may be considered and approved by the Authority.

ii) The Authority may further approve the adoption of Circle rates and other parameters by DDA as may be notified by the GNCTD from time to time for fixation of Reserve price on the same lines.

iii) after two unsuccessful attempt of auction in respect of plot/built-up properties, DDA may put in place an internal mechanism to examine and suggest the ways and means towards fixation of reserve price in respect of such plots/properties.

RESOLUTION

The proposal contained in the agenda item was approved with the following modifications in the multiplication factors for different land uses:-

Use	Residential	Public purposes, e.g., government schools, hospitals, etc.	Public Utility, e.g., private schools, colleges, hospitals	Industrial	Commercial
Factor	1	1	1.5	1.5	2

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ANNEXURE-D

Illustration 1

Costing of Car Garage with plinth area of 14.75 sqm under scheme C/o Multistoreyed HIG Flats At Sector 19B Dwarka with first time costing done in Aug 2008.

Factors used in Costing

Illustration 2

Costing of Basement Parking with plinth area of 10.53 sqm under scheme C/o Multistoreyed HIG Flats At Sector 18B Dwarka with first time costing done in Jan 2012

Factors Used in Costing

0.50

S.No	LCITY_DSC	SECTOR	Car Garage no.	Plinth Area (in sqm)	0.XX%(AR area Dept +Grid Charges)X Plinth Area	Deptt. Charges	SubTotal	Interest Charges on 5	Const. Cost	Land Cost (Plinth Area X PDR X Factor)	Surcharge @ 20% on Const. Cost(7)+Land Cost(8)	Total Cost=7+8+9
			1	2	3	4	5=3+4	6	7=5+6	8	9	10
1	DWARKA	18B	1	10.53	₹ 444.370	₹ 36,341.35	₹ 2,78,617	₹ 31 827	₹ 3,13 441	₹ 0.3[illegible],13[illegible]	₹ 2 [illegible],025	₹ 14,36,590

Illustration 3

Costing of Surface Parking with plinth area of 10.80 sqm under scheme C/o Multistoreyed MIG Flats At Sector 18B Dwarka with first time costing done in Jan 2012

Factors Used in Costing

					0.25							

S.No	LCITY_DSC	SECTOR	Car Garage no.	Plinth Area (in sqm)	0.25X (PAR after Dep.+Grid Charges)X Plinth Area	Depts. Charges	SubTotal	Interest Charges on 5	Const. Cost	Land Cost (Plinth Area X PDR X Factor)	Surcharge @ 20% on Const. Cost(7)+Land Cost(8)	Total Cost=7+8+9
			1	2	3	4	5=3+4	6	7=5+6	8	9	10
1	DWARKA	18B	180	10.8	₹ 1,03,537	₹ 25,930.49	₹ 1,29,067	₹ 14,883	₹ 1,33,951	₹ 9,93,037	₹ 2,37,601	₹ 13,06,809

S.NO	LOCALITY_DSC	SCTR_ID	POCKET_ID	BLOCK_ID	PLOT_STATUS	GRG_NO	PLOT_CTGRY_ID	REMARKS
1	PITAM PURA	0	0	0	V	C-106	G	KS 04112009
2	PITAM PURA	0	0	0	V	C-108	G	KS 04112009
3	PITAM PURA	0	0	0	V	C-107	G	KS 04112009
4	PITAM PURA	0	0	0	V	C-102	G	KS 04112009
5	PITAM PURA	0	0	0	V	C-1	G	KS 04112009
6	PITAM PURA	0	0	0	V	C-7	G	KS 04112009
7	PITAM PURA	0	0	0	V	B-101	G	KS 04112009
8	PITAM PURA	0	0	0	V	B-111	G	KS 04112009
9	PITAM PURA	0	0	0	V	B-109	G	KS 04112009
10	PITAM PURA	0	0	0	V	B-17	G	KS 04112009
11	PITAM PURA	0	0	0	V	B-2	G	KS 04112009
12	PITAM PURA	0	0	0	V	A-7	G	KS 04112009
13	PITAM PURA	0	0	0	V	A-4	G	KS 04112009
14	PITAM PURA	0	0	0	V	A-9	G	KS 04112009
15	PITAM PURA	0	0	0	V	A-106	G	KS 04112009
16	PITAM PURA	0	0	0	V	A-107	G	KS 04112009
	MOTIA KHAN	**0**	**0**	**3**	**V**	**10**	**G**	**22G**
17	ROHINI	29	0	A	V	23	G	25G
18	ROHINI	29	0	B	V	220	G	25G
19	ROHINI	29	0	B	V	262	G	25G
20	ROHINI	29	0	B	V	245	G	25G
21	ASOLA	0	0A	0	V	PH10	G	23G
22	DWARKA	18H	1	B1A	V	BP19	G	G_B1A_300413
23	DWARKA	18B	1	B1A	V	BP20	G	G_B1A_300413
24	DWARKA	18B	1	B1A	V	BP21	G	G_B1A_300413
25	DWARKA	18B	1	B1A	V	BP22	G	G_B1A_300413
26	DWARKA	18B	1	B1A	V	BP24	G	G_B1A_300413
27	DWARKA	18B	1	B1A	V	BP25	G	G_B1A_300413
28	DWARKA	18B	1	B1A	V	BP26	G	G_B1A_300413
29	DWARKA	18B	1	B1A	V	BP28	G	G_B1A_300413
30	DWARKA	18B	1	B1A	V	BP29	G	G_B1A_300413
31	DWARKA	18B	1	B1A	V	BP31	G	G_B1A_300413
32	DWARKA	18B	1	B1A	V	SP16	G	G_B1A_300413
33	DWARKA	18B	1	B1A	V	SU23	G	G_B1A_300413
34	DWARKA	18B	1	B1A	V	SU25	G	G_B1A_300413
35	DWARKA	18B	1	B1A	V	SU26	G	G_B1A_300413
36	DWARKA	18B	1	B1A	V	SU27	G	G_B1A_300413
37	DWARKA	18B	1	B1A	V	SU29	G	G_B1A_300413
38	DWARKA	18B	1	B1A	V	SU32	G	G_B1A_300413
39	DWARKA	18B	1	B1A	V	SU41	G	G_B1A_300413
40	DWARKA	18B	1	B1A	V	SU43	G	G_B1A_300413
41	DWARKA	18B	1	B1A	V	SU34	G	G_B1A_300413

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44	DWARKA	18D	1	B1A	V	SU35	G	G_B1A_300413	
45	DWARKA	18B	1	B1A	V	UP109	G	G_B1A_300413	
46	DWARKA	18B	1	B1A	V	UP111	G	G_B1A_300413	
47	DWARKA	18B	1	B1A	V	UP112	G	G_B1A_300413	
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49	DWARKA	18D	1	C1B	V	BP39	G	G_C1B_300413	
50	DWARKA	18B	1	C1B	V	BP40	G	G_C1B_300413	
51	DWARKA	18D	1	C1B	V	BP41	G	G_C1B_300413	
52	DWARKA	18B	1	C1B	V	BP43	G	G_C1B_300413	
53	DWARKA	18B	1	C1B	V	BP44	G	G_C1B_300413	
54	DWARKA	18B	1	C1B	V	BP45	G	G_C1B_300413	
55	DWARKA	18B	1	C1B	V	BP47	G	G_C1B_300413	
56	DWARKA	18B	1	C1B	V	BP48	G	G_C1B_300413	
57	DWARKA	18D	1	C1B	V	BP49	G	G_C1B_300413	
58	DWARKA	18B	1	C1B	V	BP51	G	G_C1B_300413	
59	DWARKA	18B	1	C1B	V	BP52	G	G_C1B_300413	
60	DWARKA	18D	1	C1B	V	BP53	G	G_C1B_300413	
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62	DWARKA	18B	1	C1B	V	BP56	G	G_C1B_300413	
63	DWARKA	18B	1	C1B	V	SU57	G	G_C1B_300413	
64	DWARKA	18B	1	C1B	V	SU58	G	G_C1B_300413	
65	DWARKA	18D	1	C1B	V	SU59	G	G_C1B_300413	
66	DWARKA	18B	1	C1B	V	SU60	G	G_C1B_300413	
67	DWARKA	18B	1	C1B	V	SU61	G	G_C1B_300413	
68	DWARKA	18B	1	C1B	V	SU62	G	G_C1B_300413	
69	DWARKA	18B	1	C1B	V	SU63	G	G_C1B_300413	
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79	DWARKA	18B	1	D1	V	BP66	G	G_D1_300413	
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81	DWARKA	18D	1	D1	V	BP68	G	G_D1_300413	
82	DWARKA	18D	1	D1	V	BP69	G	G_D1_300413	
83	DWARKA	18D	1	D1	V	BP70	G	G_D1_300413	
84	DWARKA	18B	1	D1	V	BP71	G	G_D1_300413	
85	DWARKA	18B	1	D1	V	BP72	G	G_D1_300413	
86	DWARKA	18D	1	D1	V	BP73	G	G_D1_300413	
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	DWARKA	18B	1	D1	V	SU5	G	G_D1_300413	

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92	DWARKA	188	1	D1	V	SU10	G	G_D1_300414
93	DWARKA	188	1	D1	V	SU11	G	G_D1_300414
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105	DWARKA	188	1	D1	V	UP128	G	G_D1_300414
106	DWARKA	188	1	D1	V	UP129	G	G_D1_300414
107	DWARKA	188	1	D1	V	UP130	G	G_D1_300414
108	ROHINI	22	0	C	V	169	G	250
109	JASOLA	0	NA	0	V	RPM	G	330
110	DWARKA	188	1	B1A	V	BP35	G	G_B1A_300414
111	DWARKA	188	1	B1A	V	BP37	G	G_B1A_300414
112	DWARKA	188	1	B1A	V	BP38	G	G_B1A_300414
113	DWARKA	188	1	B1A	V	SU24	G	G_B1A_300414
114	DWARKA	188	1	B1A	V	SU25	G	G_B1A_300414
115	DWARKA	188	1	B1A	V	SU32	G	G_B1A_300414
116	DWARKA	188	1	B1A	V	UP116	G	G_B1A_300414
117	DWARKA	188	1	C1B	V	BP36	G	G_C1B_300414
118	DWARKA	188	1	C1B	V	BP47	G	G_C1B_300414
119	DWARKA	188	1	C1B	V	BP48	G	G_C1B_300414
120	DWARKA	188	1	C1B	V	BP50	G	G_C1B_300414
121	DWARKA	188	1	C1B	V	BP54	G	G_C1B_300414
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123	DWARKA	19	0	0	V	346	G	G_19_SC
124	DWARKA	19	0	0	V	106	G	G_19_SC
125	DWARKA	19	0	0	V	120	G	G_19_SC
126	DWARKA	19	0	0	V	228	G	G_19_SC
127	DWARKA	19	0	0	V	18	G	G_19_SC
128	DWARKA	19	0	0	V	445	G	G_19_SC
129	DWARKA	19	0	0	V	609	G	G_19_SC
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131	DWARKA	19	0	0	V	778	G	G_19_SC
132	DWARKA	19	0	0	V	128	G	G_19_SC
133	DWARKA	19	0	0	V	127	G	G_19_SC
134	DWARKA	19	0	0	V	107	G	G_19_SC
135	DWARKA	19	0	0	V	96	G	G_19_SC

133	DWARKA	19	0	0	W	94	G	G_19_SC
134	DWARKA	19	0	0	W	68	G	G_19_SC
135	DWARKA	19	0	0	W	65	G	G_19_SC
136	DWARKA	19	0	0	W	76	G	G_19_SC
137	DWARKA	19	0	0	W	33	G	G_19_SC
138	DWARKA	19	0	0	W	228	G	G_19_SC
139	DWARKA	19	0	0	W	236	G	G_19_SC
140	DWARKA	19	0	0	W	226	G	G_19_SC
141	DWARKA	19	0	0	W	204	G	G_19_SC
142	DWARKA	19	0	0	W	202	G	G_19_SC
143	DWARKA	19	0	0	W	187	G	G_19_SC
144	DWARKA	19	0	0	W	167	G	G_19_SC
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170	DWARKA	22	1	0	W	34	G	S22_P1_CAR_02072010
171	DWARKA	22	1	0	W	32	G	S22_P1_CAR_02072010
172	DWARKA	22	1	0	W	25	G	S22_P1_CAR_02072010
173	DWARKA	1	1	0	W	90	G	S1_P1_CAR_02072010
174	DWARKA	1	1	0	W	85	G	S1_P1_CAR_02072010
175	DWARKA	1	1	0	W	70	G	S1_P1_CAR_02072010
176	DWARKA	1	1	0	W	50	G	S1_P1_CAR_02072010
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184	DWARKA	1	1	0	V	89	G	S1_P1_CAR_02072010
185	DWARKA	1	1	0	V	88	G	S1_P1_CAR_02072010
186	DWARKA	1	1	0	V	87	G	S1_P1_CAR_02072010
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193	DWARKA	1	1	0	V	56	G	S1_P1_CAR_02072010
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196	DWARKA	1	1	0	V	47	G	S1_P1_CAR_02072010
197	DWARKA	1	1	0	V	46	G	S1_P1_CAR_02072010
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199	DWARKA	1	1	0	V	40	G	S1_P1_CAR_02072010
200	DWARKA	1	1	0	V	33	G	S1_P1_CAR_02072010
201	DWARKA	1	1	0	V	95	G	S1_P1_CAR_02072010
202	DWARKA	1	1	0	V	31	G	S1_P1_CAR_02072010
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213	DWARKA	1	1	0	V	12	G	S1_P1_CAR_02072010
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222	DWARKA	12	8	0	V	101	G	FR_25062010

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File No. BHAVU/STRUCT/2025/2023/[illegible] (Emailed Copy) (Question No. 79742)
96986/2024/CGHS/H&H(Housing-I/ Coordn.)

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237	DWARKA	12	B	D	W	C-17	G	SR_CAR_25062010	
238	DWARKA	12	B	D	W	C-19	G	SR_CAR_25062010	
239	DWARKA	12	B	D	W	C-18	G	SR_CAR_25062010	
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241	DWARKA	12	B	D	W	C-7	G	SR_CAR_25062010	
242	DWARKA	12	B	D	W	C-2	G	SR_CAR_25062010	
243	DWARKA	12	B	D	W	C-1	G	SR_CAR_25062010	
244	DWARKA	12	B	D	W	C-5	G	SR_CAR_25062010	
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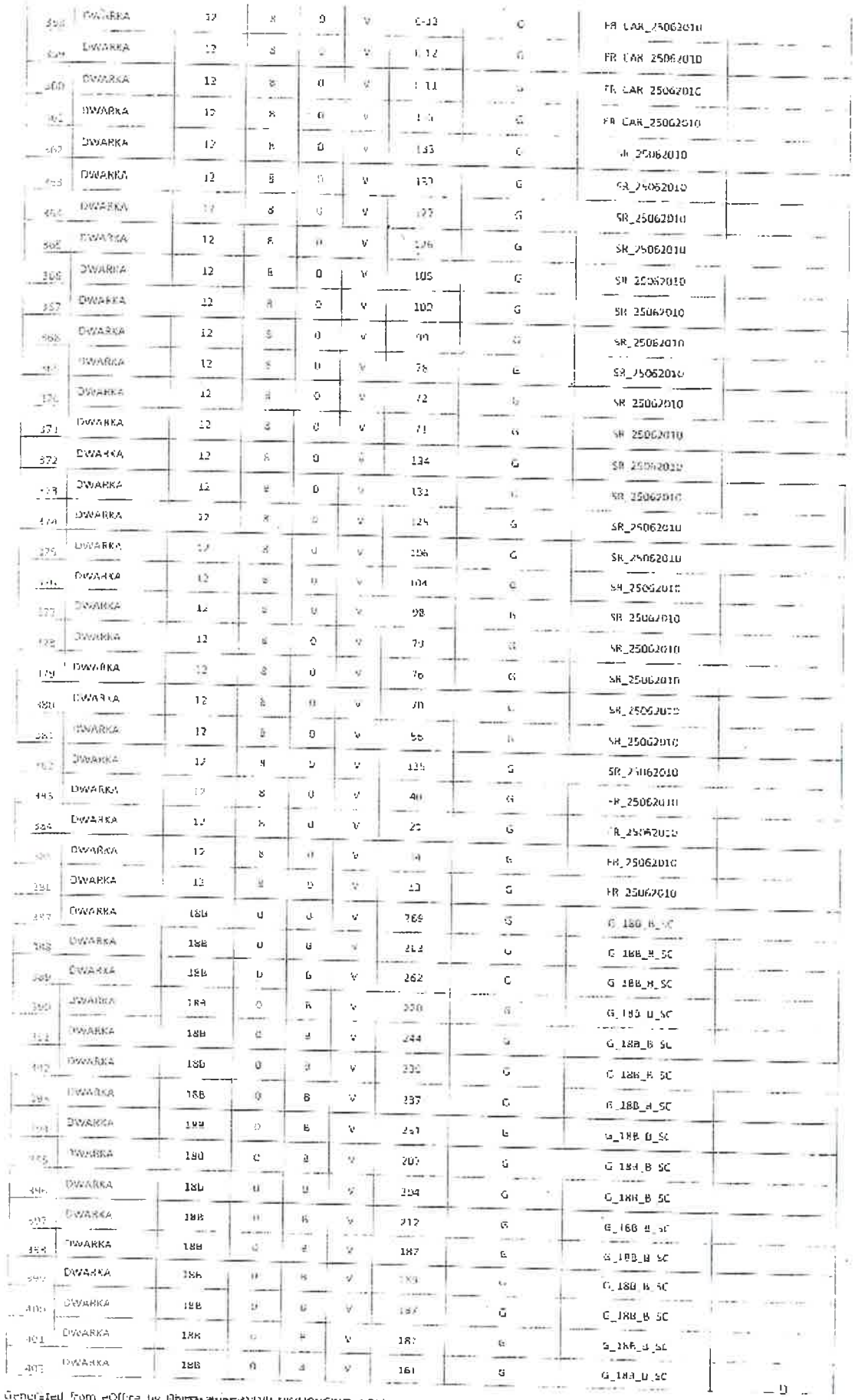
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290	DWARKA	12	8	0	V	67	G	SR_25062010
291	DWARKA	12	8	0	V	64	G	SR_25062010
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328	DWARKA	12	8	0	V	51	G	FR_25062010

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312	DWARKA	12	8	0	V	44	G	FR_25062010
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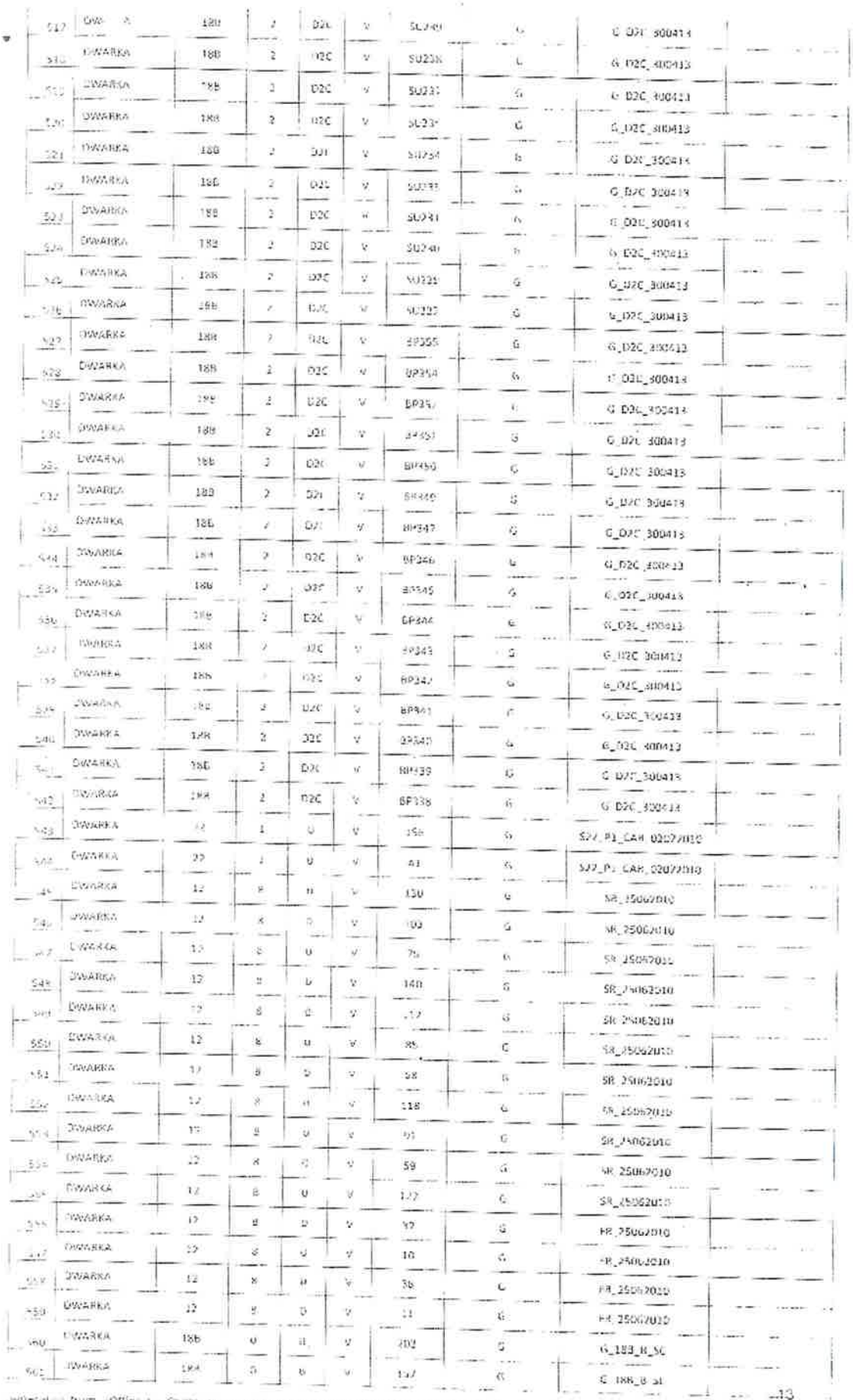
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411	DWARKA	18B	0	B	V	24	G	G 18B_B_SC
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414								
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428	DWARKA	18B	0	B	V	93	G	G 18B_B_SC

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429	DWARKA	18B	0	B	V	90	G	G 18B B SC
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437	DWARKA	18B	1	A1	V	UP116	G	G_A1_300413
438	DWARKA	18B	1	A1	V	UP115	G	G_A1_300413
439	DWARKA	18B	1	A1	V	UP114	G	G_A1_300413
440	DWARKA	18B	1	A1	V	UP113	G	G_A1_300413
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443	DWARKA	18B	1	A1	V	SU20	G	G_A1_300413
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462	DWARKA	18B	1	A1	V	BP1	G	G_A1_300413
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470	DWARKA	18B	1	C1A	V	UP64	G	G_C1A_300413
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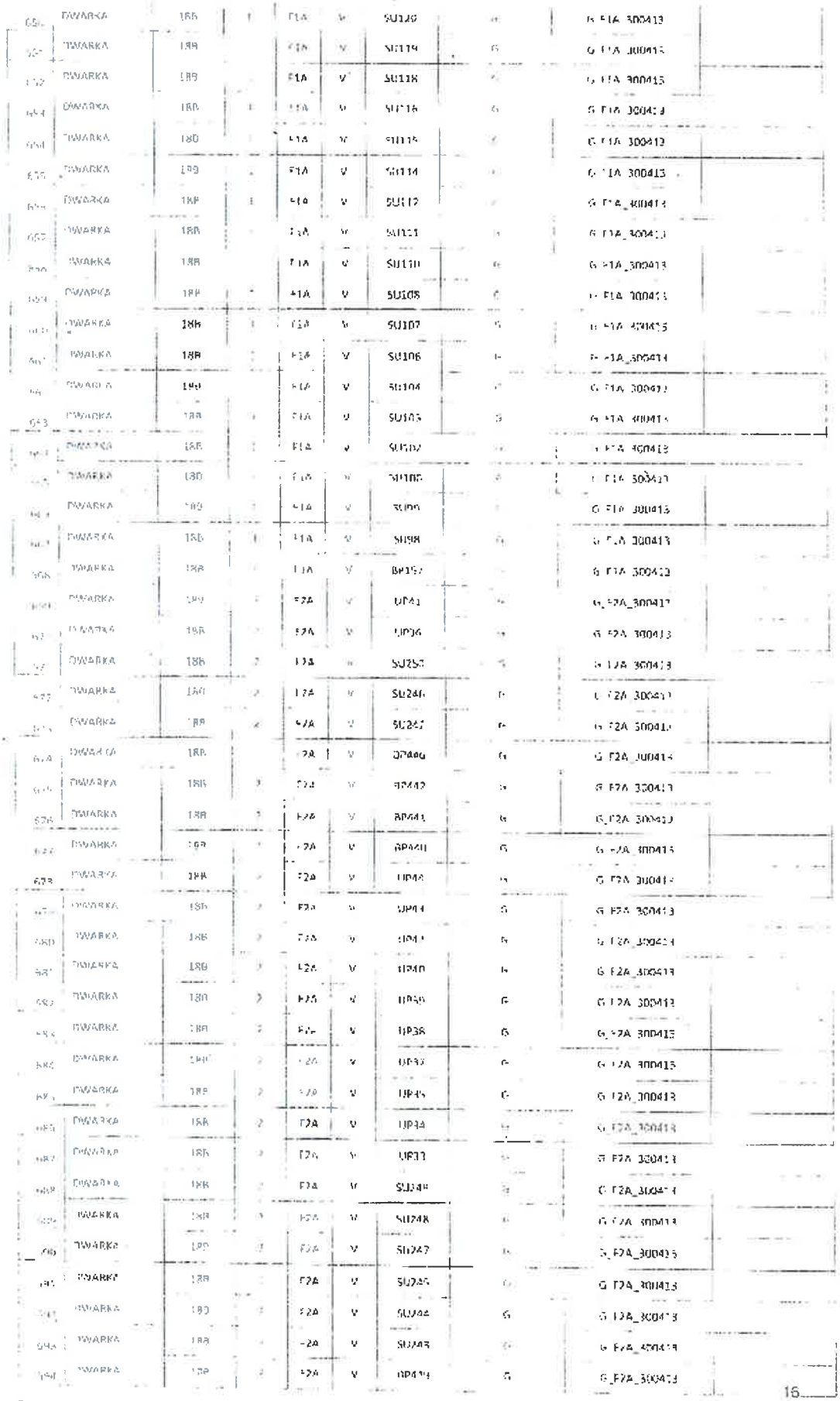
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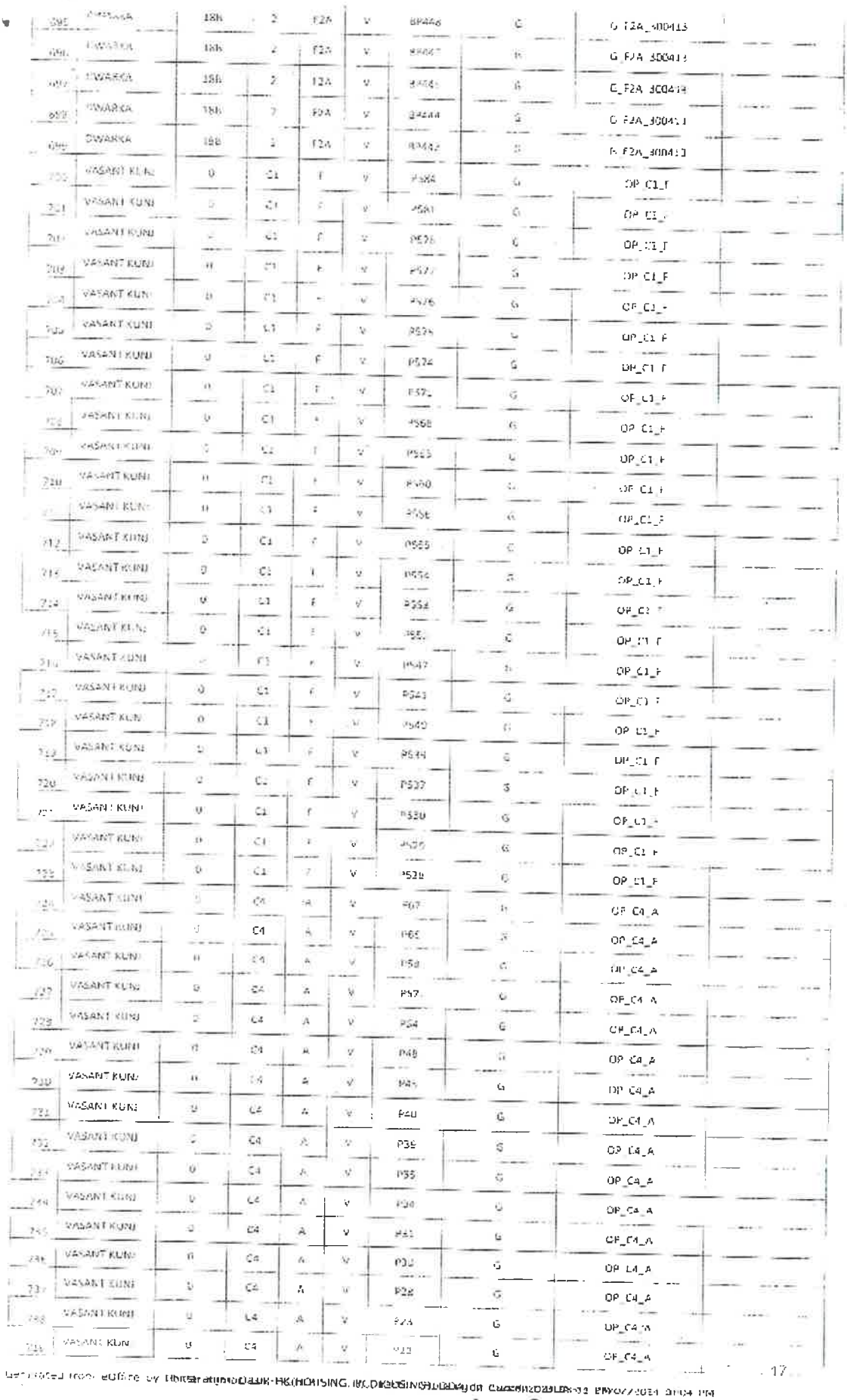


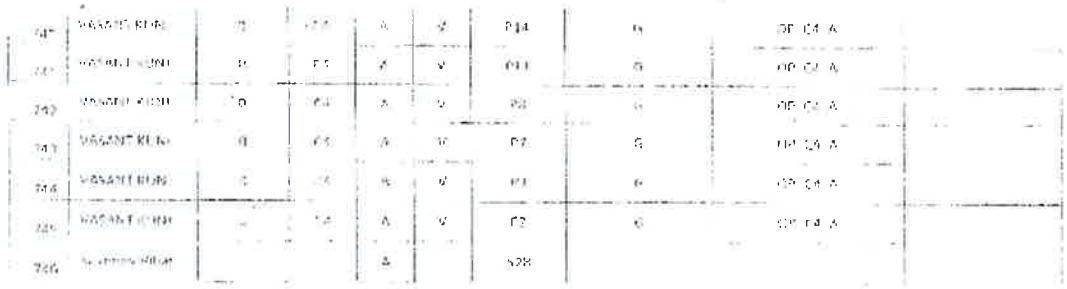
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246	VACANT KIOSK			A		P28			

maintenance of common portions and common services for these housing pockets, in accordance with the provision of the law in force for the time being i.e., DDA (Management & Disposal of Housing Estate) Regulation 1968 in this behalf before the possession of the flat is handed over to him/her. Only one RWA will be registered for one pocket which will be considered as one Housing Estate. All allottees of each pocket shall mandatorily have to become member of the concerned RWA.

9.2. The following method regarding Maintenance charges is applicable for this scheme.

i. Upfront Payment as Corpus Fund: An upfront maintenance charges would be collected as part of the price towards the flat for creation of a "Corpus Fund" as mentioned in the following table:

Unit Typology /Category	Amount of Corpus fund (in INR)	GST @ 18%	Total
EWS	75,000	13,500	88,500
LIG	1,00,000	18,000	1,18,000
MIG	1,50,000	27,000	1,77,000
HIG	2,50,000	45,000	2,95,000

- The corpus fund will be used for major maintenance works carried out in the Housing Estate i.e., the concerned housing pocket.
- Once the RWA is formed for the concerned housing pocket, this fund will be handed over to them by DDA for future maintenance of the housing pocket.

ii. **Monthly Maintenance Charges:**

- For regular day to day recurring maintenance of the housing pocket, a minimal charge of Rs 1.50 to Rs 2.50 per sqft per month (on plinth area) will be taken by the DDA as follows:

Unit Typology / Category	Monthly Maintenance Charge per sq. ft. per month (in Rs)
EWS	1.50
LIG	1.75
MIG	2.00
HIG	2.50

GST@18% will be applicable on the above charges.

- The monthly charges will be taken up as an upfront payment for 1 year as part of the pricing of the flat. Moreover, in case the RWA is not formed within 1 year, the same will be taken up on actuals for consecutive years and the necessary arrangement for the same would be communicated to the residents for implementation.

  Charges mentioned at (i) & (ii) above i.e., upfront payment as corpus fund &monthly maintenance charges for 1 year would be included in calculation of the disposal price.

9.3. The demand cum allotment letter will include the Upfront Payment as Corpus Fund & Monthly Maintenance Charges for 1 (one) year as stated in para 9.2 being part of the disposal price. DDA will undertake day to day maintenance from the amount collected towards maintenance charges for a period of 1 (one) year or formation of RWA whichever is earlier. In case the RWA is formed before completion of 1 year the balance maintenance fund will be transferred to the RWA registered with DDA. The fund becomes operative from the date the first demand-cum-allotment letter is issued.

9.4. The individual flat owners will be fully responsible for all internal maintenance of their flats after they take over the possession.

9.5. Day to day maintenance including maintenance of green areas, cleanliness of campus/colony/housing pocket, replacement of light fittings in common areas, maintenance and operation of lifts, payment of electricity bill for common areas etc. will be the responsibility of concerned RWA.

9.6. For common areas which are common to several housing pockets/ colonies, the responsibility of maintenance will be with urban body, after the area is handed over to the urban body. Till such time that the area is handed over to urban body, maintenance will remain with DDA. While handing over, DDA will clearly mark the area to be maintained by the urban body and area to be maintained by RWAs.

9.7. Those facilities which are common to more than one RWA like Community Centre, Gyms etc. will be maintained by DDA.

10. MIS-REPRESENTATION OR SUPPRESSION OF FACTS: -

10.1. If it is established that the applicant has applied although he was not eligible as per conditions laid down in Clause 2 or has falsely claimed the benefit of reservation or has given false affidavit/ information including quoting wrong PAN number or suppressed any material fact at any time whatsoever, the application/ allotment will be rejected/cancelled summarily without issuing any show cause notice for the same and the entire amount deposited by the allottee will be forfeited. In case multiple applications are received by any individual, such applications would be marked void before the final draw and Booking Amount would be refunded. However, if by any chance multiple allotments are made in the draw to a particular individual who has submitted multiple applications in such cases all the allotments to the particular individual would be cancelled and Booking Amount forfeited. This would be without prejudice to DDA's right to take such other action as may be permissible in law, including lodging a police complaint/ FIR for misrepresentation to a Govt. Authority.

Annexure-N15

Sample pricing of EWS flats developed by DEs vis-à-vis DDA

	DDA 's tentative costing				Developer Entity (DE's) tentative costing			
	• Construction Cost as per Actual Cost incurred by of DDA. (Example – DDA's EWS Flats at Dwarka Sec-14 with Const. Cost @Rs. 44,832/- per Sq.m.) • Land Cost as per PDR per Sq.m. for current FY and 0.44 Factor for EWS Category				• Construction Cost as per latest Building Cost Index of CPWD @Rs. 2777 per Sqft or Rs. 29,892/- per Sqm. • Land Cost @50% of Circle Rate X Plinth Area X 100/ MPF (Max. Permissible FAR of 230)			
S.No.	Zone	Construction Cost = 50 Sqm x Rs.44,832/-	Land Cost as per Zone wise PDR @ per Sqm. with 0.44 factor	Total Cost (Const. Cost + Land Cost)	Category	Construction Cost = 50 x Rs.29,892/-	Land Cost @50% of Circle Rate X Plinth Area X 100/ MPF (Max. Permissible FAR of 230)	Total Cost (Const. Cost + Land Cost)
1.	Dwarka	Rs. 22,41,600/-	Rs. 6,48,516/- (29478 x 50 x 0.44)	Rs. 28,90,116/-	Dwarka (Category D @ Rs.1,27,680/- per Sqm.)	Rs. 14,94,600/-	Rs. 13,87,826/- ((127680/2) x 50 x 100)/230	Rs. 28,82,426/-
2.	NZ, EZ,WZ, Rohini Ph-I,II& III	Rs. 22,41,600/-	Rs. 5,87,114/- (26687 x 50 x 0.44)	Rs. 28,28,714/-	Uttam Nagar (Category F @ Rs. 56,640/- per Sqm.)	Rs. 14,94,600/-	Rs. 6,15,652/- ((56640/2) x 50 x 100)/230	Rs. 21,10,252/-
3.	South	Rs. 22,41,600/-	Rs. 6,48,516/- (29478 x 50 x 0.44)	RS. 28,90,116/-	Okhla (Category E @ Rs. 70,080/- per Sqm.)	Rs. 14,94,600/-	Rs. 7,61,739/- ((70080/2) x 50 x 100)/230	Rs. 22,56,339/-

Example: EWS flat plinth Area = 50 Sqm.

Note: *In case of redevelopment area, MPF would go upto 460, therefore, land cost would further reduce for DE.*

Parking space costcalculations:

1. Covered Parking Calculations (Basements/ Stilts/ Podium): As per NBC Code designated parking space required for Two-wheeler Parking is 1.25 Sqm.
   (a) Construction Cost for Covered two-wheeler Parking = 1.25 x CPWD Const. Cost X 60% Factor
   (b) Land Cost for covered two-wheeler Calculations = 1.25 x Circle Rate of their respective zone x 25% Factor

Example:

Parking Provision	Construction Cost @CPWD Building Cost Index i.e. Rs. 2777/- per Sqft.orRs. 29,892/- per Sqm with 60% Factor	Land Cost would be area of parking space x Delhi Circle Rate x 25% Factor under different Category	Total cost per parking for Two-Wheeler for each EWS dwelling Unit
Two- Wheeler Parking	1.25 Sqm x Rs.29,892 x 60% = Rs. 22,419/-	1.25 x Rs. 1,59,840/- (Category C) x 25% = Rs. 49,950/-	Rs. 72,369/-
		1.25 x Rs. 1,27,680/- (Category D) x 25% = Rs. 39,900/-	Rs. 62,319/-
		1.25 x Rs. 70,080/- (Category E) x 25% = Rs. 21,900/-	Rs. 44,319/-
		1.25 x Rs. 56,640/- (Category F) x 25% = Rs. 17,700/-	Rs. 40,119/-

2. Un-covered Parking Calculations (Surface Parking): As per NBC Code designated parking space required for Two-wheeler Parking is 1.25 Sqm.
   (a) Construction Cost for Covered two-wheeler Parking = 1.25 x CPWD Const. Cost X 25% Factor
   (b) Land Cost for covered two-wheeler Calculations = 1.25 x Circle Rate of their respective zone x 25% Factor

Example:

Parking Provision	Construction Cost @CPWD Building Cost Index i.e. Rs. 2777/- per Sqft. Or Rs. 29,892/- per Sqm with 25% Factor	Land Cost would be Plinth Level x Delhi Circle Rate x 25% Factor under different Category	Total Cost per Parking for Two-Wheeler for each dwelling Unit
Two- Wheeler Parking	1.25 Sqm x Rs.29,892 x 25% = Rs. 9,341/-	1.25 x Rs. 1,59,840/- (Category C) x 25% = Rs. 49,950/-	Rs. 59,291/-
		1.25 x Rs. 1,27,680/- (Category D) x 25% = Rs. 39,900/-	Rs. 49,241/-
		1.25 x Rs. 70,080/- (Category E) x 25% = Rs. 21,900/-	Rs. 31,241/-
		1.25 x Rs. 56,640/- (Category F) x 25% = Rs. 17,700/-	Rs. 27,041/-

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DELHI DEVELOPMENT AUTHORITY
HOUSING (JANTA/EWS) BRANCH
VIKAS SADAN, INA, NEW DELHI-110023

F.2(15)2019/Winter Hills/DwarkaMor/ 1806 Date: 27.09.2024

Subject: Minutes of Meeting held on 15.07.2024 under the chairmanship of Hon'ble VC,DDA regarding proposal for guidelines to be followed by Developer Entities (DEs) for disposal of EWS flats developed by them

A meeting was held under the chairmanship of Hon'ble VC DDA on 15.07.2024 regarding proposal for guidelines to be followed by Developer Entities (DEs) for disposal of EWS flats developed by them. The meeting was attended by following officers:

i. Hon'ble VC DDA – in Chair
ii. Member(Finance)
iii. Member (Engineer)
iv. Pr. Commissioner (H)
v. Commissioner (LD)
vi. Chief Engineer (Dwarka)
vii. Chief Engineer (HQ)
viii. Director (Housing)-I
ix. Director (Housing)-II
x. Director (RL)
xi. FA(H)
xii. Dy. CLA
xiii. Dy. Director(Janta/EWS)H
xiv. Dy. Director (Coordination)H

2. At the outset, a brief background on the matter was presented by Dy. Dir. (Janta/EWS). The copy of presentation is enclosed as **Annexure-1**. It was apprised that MoHUA modified the para 4.4.3B, Residential Plot-Group Housing of Master Plan Delhi-2021 vide Notification dated 23.09.2013 as below:

> *"...50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous sites.* ***Remaining 50% of DUs developed by DE to be sold to DDA for EWS housing purpose will be sold to DDA/Local bodies at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over*** *and can be developed by DE at an alternate nearby site.....The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt./DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is handed over to DDA".*

3. The above policy was adopted during the allotment of EWS flats developed by M/s DLF in Shivaji Marg at the time of DDA Housing Scheme 2014. DDA's share was about 772 EWS flats. However, due to levy of stamp duty on the purchase of EWS flats by DDA from M/s DLF, the burden of stamp duty was loaded on the allottees which resulted in increase in the cost of

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EWS flats. This led to a number of litigation's in Shivaji Marg EWS allotments, which finally resulted into issue of revised demand letters to allottees with reduced cost after approval of Authority. To avoid similar issues, an agenda item no. 29/2020 was moved for consideration of Authority to streamline the process of allotment and reduce the cost of allotment by modifying the relevant clauses in MPD-2021. The agenda item no. 29/2020 was approved by the Authority and the modifications in MPD-2021 were subsequently notified in gazette on 16.11.2020.

4. After modifications, the relevant clause reads as follows:

> ***"Chapter 4: Shelter; Para 4.4.3 B. Residential Plot- Group Housing***
> *(v)...**Remaining 50% of DUs developed by DE to be sold to the eligible beneficiaries identified by DDA/local bodies as per DDA policy.** These can be developed by DE at an alternate nearby sites. Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard, by Govt./DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only **after the prescribed land and EWS housing component is sold/transferred to the eligible beneficiaries identified by DDA/local bodies at the rates prescribed by DDA."***

5. It was further apprised by Dy. Dir. (Janta/EWS) that subsequent to these modifications in MPD-2021, few Developer Entities have approached DDA for disposal of EWS flats of DDA's share. However, difficulty is being faced in disposal of such cases due to want of a DDA policy as mentioned in the modified MPD-2021 provisions. To handle such cases of DEs, it is felt that the DDA policy to be followed by DEs be laid out clearly in form of guidelines. Further, these guidelines to be applicable only to DEs and not to DDA as DDA and DEs are separate entities with different roles and obligations as per MPD 2021.

6. It was discussed that DDA had not so good experience in terms of EWS flats offered by M/s DLF in Shivaji Marg in 2014 Housing Scheme where DDA had purchased these flats from DLF and then had floated a scheme to offer them to eligible EWS category. A number of litigation and court cases are still pending in these matters due to high cost of the flats, delayed possessions and maintenance issues etc. Ideally, DDA should neither purchase these flats and resell them to EWS nor should float a scheme for identifying eligible beneficiaries as any of these actions would make DDA legally responsible which is best avoidable. DDA should rather play the role of only a facilitator by laying down broad contours of policy under which DE can sell off these flats which is the spirit and intent of the notification dated 16.11.2020.

7. It was brought to the notice that Group Housing branch, LD Deptt. already has a policy in place for disposal of DDA's 50% share of EWS flats developed by DEs. These are incorporated in the form of terms and conditions in the bid/tender document for auction of GH plots. These have been fixed as per Authority agenda item 66/2020 **(Annexure-2)**.

8. Thereafter, Dy. Dir. (Janta/EWS) presented the important terms and conditions available in Group Housing tender/bid document pertaining to disposal of 50% quota of EWS flats developed by DEs along with proposed modifications suited for Housing department. The comparative study and adaptations are mentioned in the enclosed presentation **(Annexure-1)**.

9. The proposed terms and conditions were discussed in details and it was decided as under:

i. The draft policy guidelines may suitably be amended on the lines of suggestions mentioned in presentation. A draft policy guideline has accordingly been prepared and

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annexed with the minutes as **Annexure-3**.

ii. The proposal to also include the provisions of conducting a draw for allotment of flats in a transparent manner in presence of independent judges and DDA officials along with a sample number of applicants, say 20.

iii. DE shall share with DDA the list of successful allottees after conduction of draw.

iv. It shall be responsibility of DE to ensure verification of eligibility documents of allottees like income certificate issued by competent authority, category certificate etc. before issue of demand-cum-allotment letters. DE shall share the list of verified allottees with DDA along with all the documents submitted by allottees.

v. DE shall share with DDA the list of those allottees to whom possession letters have been issued.

vi. A lock-in period of 5 years may be added in the guidelines to make sure that the benefits of allotment under EWS quota are enjoyed by the intended beneficiaries and the speculation in respect of these flats is curbed.

vii. An Authority agenda item may be prepared in a chronological manner starting from allotment of EWS flats developed by M/s DLF at Shivaji Marg, Phase-I followed by offer for disposal of EWS flats by M/s M2K Victoria Garden, M/s Umang Realtech, M/s DLF Shivaji Marg, Phase-II, etc. If any proposal has been stalled due to policy change, a plausible solution may also be proposed.

viii. The proposed guidelines to also be made applicable to DE projects being handled under Group Housing branch of LD deptt. so as to bring uniformity across DDA.

ix. The draft agenda after preparation may be circulated to LD deptt., Finance wing, Legal deptt. and Planning deptt. for vetting of the proposals. The costing mechanism to be finalized in consultation with Finance deptt.

x. Four/five examples of costing proposed may be given vis-à-vis DDA flats in different zones.

4. The meeting ended with note of thanks to the Chair.

Ranjeet

Dy. Dir. (EWS/Janta)

Copy for information to:

i. OSD to VC
ii. PS to Member (Finance)
iii. PS Member (Engineer)
iv. PS to Pr. Commissioner (H)
v. PS to Commissioner (LD)
vi. PS to Chief Engineer (Dwarka)
vii. PS to Chief Engineer (HQ)
viii. PS to Director (Housing)-I
ix. PS to Director (Housing)-II
x. PS to Director (RL)
xi. PS to FA(H)
xii. Dy. CLA
xiii. Dy. Director(Janta/EWS)H
xiv. Dy. Director (Coordination)H

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Annexure-3

Draft DDA Policy Guidelines for disposal of EWS flats built by DEs in terms of Chapter 4: Shelter; Para 4.4.3 B.(v) Residential Plot- Group Housing

1. The following policy guidelines are for facilitating the implementation of clause 4.4.3B Residential Plot-Group Housing (v) of MPD-2021:

A. Applicability:

i. These policy guidelines shall only be applicable to Developer Entity (DE) intending to dispose 50% of EWS dwelling units to eligible beneficiaries.

ii. These developer entities could be any entity like developer/business/corporate entity, i.e. which are private in nature and not public authorities like DDA etc.

iii. DDA is not covered by these guidelines as it is not a developer entity per se and DDA follows its own standard costing policy for disposal of its EWS units at subsidized rates to meet the goal of affordable housing for all. Furthermore, terms and conditions of disposal of a property are decided by Authority from time to time as per Regulation 5 of DDA (Management and Disposal of Housing Estates) Regulations 1968. These terms and conditions are specified in scheme prepared by the Authority for disposal of built-up property.

B. Earmarking of CSP and EWS flats:

i. The DE shall ensure that minimum 15% of the proposed FAR is to be constructed for Community Service Personnel (CSP)/EWS and lower category. This 15% of the proposed FAR for CSP/EWS and lower category housing would be over and above the permissible FAR as per MPD.

ii. 50% of the EWS housing stock shall be retained by DE and disposed only to apartment owners, at market rates, to house CSP working for the residents/owners of the group housing. These will be developed by the DE at the respective Group Housing site/premises or contiguous site.

iii. Remaining 50% of DUs developed by DE to be sold by DE to eligible beneficiaries in accordance with the DDA policy which is laid out under these policy guidelines. These can be developed by DE at an alternate nearby site also. Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket.

iv. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard, by Govt. agencies. The DE has to fulfill the quality assurance requirements before the EWS component could be offered to the eligible beneficiaries.

v. DE must construct and finish all the CSP/EWS flats first and obtain completion/occupancy certificate for the same, before getting the completion/occupancy certificate for the remaining portion.

vi. DE must register the housing project with RERA as mandated by law.

C. Eligibility & reservation:

i. DE will adopt DDA's policy to determine eligible persons who can purchase such EWS flats.

ii. The family income of an applicant as well as of joint/ co-applicant applying for EWS flats should not exceed Rs. 10 Lakh per annum in case of both the families

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considered separately. Family Income for this clause is defined to include the income of the applicant and his/her spouse, if married. The applicant (and co-applicant) has to produce an annual family income certificate issued by competent authority in this regard.

iii. Reservation policy of DDA shall also be adopted by DE, which is as below:

a. 15% of the flats for applicants belonging to Scheduled Castes (SC);

b. 7.5% of the flats for applicants belonging to Scheduled Tribes (ST);

c. 1% for War Widows and those receiving liberalized pension from Armed/Paramilitary Services (Next of Kin);

d. 5% reservation for Persons with Disability (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016;

e. 1% for Ex-servicemen.

iv. In case number(s) of flats in respect of reserved category comes to a fraction, i.e., less than 0.5 it would be rounded off to zero and if it is 0.5 or more it would be rounded off to one.

D. Pricing methodology:

i. DE will calculate and inform DDA the maximum price of the flats which are to be disposed as EWS quota, including parking space. Each EWS flat shall have a designated parking space for two-wheeler, which can either be covered or uncovered. As per National Building Code (NBC) of India, the minimum size of two-wheeler parking shall be 1.25 sq. m.

ii. The maximum price will be calculated by taking into consideration:

a. Construction cost of flat to be calculated as follows:

Construction cost of flat= Construction cost (Rs. per sq. m.) as per latest building cost index of Delhi x plinth area of flat (in sq. m.)

Construction cost shall be calculated as per latest building cost index of Delhi approved by CPWD, Ministry of Housing and Urban Affairs at the time of advertising of scheme by DE for disposal of flats. While calculating construction cost, the plinth area as per completion plan approved by concerned local authority would be reckoned for computation.

Note: *As per Unified Building Bye Laws for Delhi, plinth area is the built-up covered area measured at the floor level of the basement or of any storey.*

b. The land cost for flat to be calculated as follows:

Land cost for flat= 50% of the notified Delhi circle rate of the respective zone issued by GNCTD x plinth area of flat x 100/MPF

Here, MPF is Maximum Permissible FAR of the respective Group Housing plot as per MPD.

c. The construction cost of covered parking would be calculated at the rate of 60% of that taken for calculating construction cost of flat. Whereas, for uncovered parking, it would be calculated at the rate of 25%. Thus, the cost calculation of parking space shall be done as below:

Construction cost	
Covered parking space	Construction cost (Rs. per sq. m.) as per latest building cost index of Delhi x area of parking space (in sq. m.) x 0.6
Uncovered parking	Construction cost (Rs. per sq. m.) as per latest

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space	building cost index of Delhi x area of parking space (in sq. m.) x 0.25

d. The land cost of covered & uncovered parking would be calculated as follows:

Land cost for parking space= 25% of the notified Delhi circle rate of the respective zone issued by GNCTD x area of parking space

iii. The charges payable for electricity connection shall be as per DDA policy, which at present is Rs. 459/- per sq. m. on total plinth area of flats.

iv. The charges payable for water connection shall be Rs. 2000/- per EWS unit.

v. Maintenance charges: DE may collect following types of maintenance charges from allottees.

a. Monthly Common Area Maintenance Charges: For regular day to day recurring maintenance of EWS housing, a charge of Rs 1.50 per sqft per month (on plinth area) to be charged. The monthly charges may be taken up as an upfront payment for 1 year as part of the pricing of the flat. After one year, the maintenance charges shall be calculated every month as per actuals.

b. Sinking fund: An upfront maintenance charge capped @ 2.5% of cost of flat to be collected as part of the price towards the flat for creation of a "Sinking fund" which will be used for major maintenance works such as replacements of lifts/STP plants/machinery room etc. It shall be vested in a separate interest-bearing account.

RWA is to be formed by all the EWS allottees within one year of allotment of flats. All allottees need to be a member of such an RWA of EWS allottees at the time of taking possession of the flats. Once the RWA is formed for the EWS housing, the above funds shall be handed over to RWA immediately for future maintenance of the housing.

E. Mechanism for disposal:

i. Upon completion of EWS flats, DE shall give an intimation to DDA about completion (along with completion certificate and quality certificate) and its intent to go for disposal of these flats along with the details of inventory of EWS flats.

ii. The DE shall formulate a scheme for allotment of EWS flats and issue a public notice for identification of eligible beneficiaries for disposal of EWS flats. The scheme shall be floated with wide publicity in leading newspapers and internet media. Marketing/publicity will be responsibility of the DE.

iii. The flat cost will be capped at the price computed as per the formula given in this policy. DE is free to adjust the price of such flats, i.e. suitably reduce the same below the capped price in a manner that it gets enough eligible applicants depending on demand-supply dynamics.

iv. DE will invite online applications for allotment of EWS flats from eligible applicants. The DDA's policy of eligibility shall be as applicable as on the date of inviting online applications. If sufficient number of applications is not received from reserved applicants, the balance no. of reserved category EWS flats may be disposed among unreserved category of applicants.

v. If the number of such applicants is more than the flats available, DE will conduct draw of lots for allotment of flats. The draw shall be conducted in online mode in a

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transparent manner in presence of independent judges and DDA officials along with presence of a sample number of applicants, say 20.

vi. A separate list of successful applicants and wait listed applicants (upto the extent of 25% of successful applicants) shall also be prepared by DE.

vii. DE shall share with DDA the list of successful allottees and wait listed allottees after conduction of draw.

viii. It shall be the responsibility of DE to ensure verification of eligibility documents of allottees like income certificate, category certificate etc. before issue of demand-cum-allotment letters. DE shall share with DDA the list of verified allottees along with certified copies of all documents submitted by allottees and the copies of issued demand-cum-allotment letters. If any successful applicant is found ineligible, he/she shall be substituted by the wait listed applicant.

ix. As per DDA policy, full payment of the cost of flats is to be made by the allottee before possession letter of a flat is issued and physical possession of the flat is handed over.

x. DE shall share with DDA the list of those allottees to whom possession letters (PL) have been issued along with issued PLs.

xi. The DE will execute sale deed in respect of such flat directly in favour of the applicant.

xii. The flats coming under EWS quota shall be disposed only by this method (and no permission for free market sale will be given).

xiii. There shall be a lock-in period of 5 years on further sale/purchase of EWS flats by allottees to ensure that the benefits of allotment under EWS quota are enjoyed by the intended beneficiaries and the speculation in respect of these flats is curbed.

xiv. The DE shall be allowed to undertake actual transfer / transaction of saleable component to the apartment owners which are earmarked for the CSP only after the prescribed land and the EWS housing component is sold / transferred to the eligible beneficiaries following DDA policy at the rates in accordance to the DDA policy.

2. These guidelines will be applicable to all the future cases of EWS flats constructed by DEs and also those cases which are under consideration and have not yet been finalized.

*****

ITEM NO. 66/2020

Subject: Proposal for Disposal of GH Plots by e-auction and consequently, methodology for disposal of EWS Flats constructed by availing the Additional 15% FAR as per Master-Plan which will come to DDA as per the Master Plan provisions.

F.LD/GH/0005/2020/F1(Misc.)GH-II

I. INTRODUCTION

DDA is required to dispose Group Housing (GH) Plots as per the MOD Provisions below-

Master Plan Provision (As Amended by DDA Authority Meeting on 14-7-2020)

Chapter 4: Shelter; Para 4.4.3 B. Residential Plot – Group Housing

The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community-Service Personnel / EWS and lower category. Such flats should have an area between 25 to 40 sq.m. This 15% of the proposed FAR for Community Service Personnel / EWS and lower category housing would be over and above 200 Permissible FAR and density of 200 DUs.

Employer Housing of Central Government, State Government and other Government Agencies are not required to follow the requirement of FAR or Dwelling Units for Community Service Personnel / EWS and lower income category.

50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service Personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous site. Remaining 50% of DUs developed by DE to be sold to the eligible beneficiaries identified by DDA/ local bodies as per DDA Policy. These can be developed by DE at an alternate nearby site.

Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt. /DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements.

The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the

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prescribed land and EWS housing component is sold/ transferred to the eligible beneficiaries identified by DDA/ local bodies at the rates prescribed by DDA.

Note: The proposal for notification of this amendment is pending for approval in MoHUA. This proposal is in anticipation of approval of the Ministry.

II. OPTIONS AND ANALYSIS OF OPTIONS

Based on the above (revised) MPD provisions, DDA proposes to dispose, by e-auction, GH plots for private Developers and consequently, dispose the EWS flats, that are to be made available to DDA by such developers to EWS families as per policy.

In order to have transparency certainty in bidding during the e-auction, we need to pre-declare the pricing policy of EWS flats (DDA's portion), that would be sold directly by the Developer to the EWS families (decided by DDA). Such price would be collected and utilized by the DE, and no share would be paid to DDA.

One Option is DDA Pre-fixes the said EWS flat price in advance, before e-Auction. This system would be clear un-ambiguous, and transparent. However, this option has a dis-advantage that it does not take care of market situations at the time of actual disposal of flats. Also, DDA's Flats' Pre-Determined Rates (PDR) are declared annually, and it is difficult to say, what the PDR would be, after 3 or 4 years, when the flat disposal will take place (although one can make certain projections). Also, generally, PDRs are artificially determined, and may not reflect the market conditions. PDR do not take care of paying capacities of EWS families, and therefore, possibility of no-eligible takers of flats is there. This may lead to a risk of vacant undisposed stock and blockage of capital of the developer, for which, he may seek compensation from DDA. We will not have flexibility of reducing the price at that time because it will amount to modification in tender conditions post award.

The Second option is to allow the DE to fix the EWS price, subject to condition that only eligible EWS can be allotted such flat (and of course, EWS allottees will be decided by DDA). This will make the price market driven, and the Developer will have the flexibility to revise the price depending upon the market conditions / paying capacities of EWS persons. On the other hand, this brings in certain uncertainty on the price front, but the risk of un-disposed stock will get minimized. This method may achieve the objective of affordable housing to the EWS families. If this model is adopted, we can consider Auctioning the GH plots on the Terms and Conditions specified in this document, to achieve a fair and transparent Auction Process.

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III PROPOSAL

We therefore propose that the model under the second option should be adopted for Auctioning the GH plots. In this second option-

•DDA will offer land to the Developer Entity (DE) in various areas of Delhi on Freehold basis for development of Group Housing (GH) as per the masterplan provisions.

•These plots will be auctioned and developed by private developers, with the broad guidelines as mentioned in point 8 below.

•Before granting Possession and Free-hold Conveyance of the Plot, an Agreement[1] will be executed between DDA and Developer for meeting the obligations specified therein.

{The Agreement is required as Plot is being disposed on Free-hold basis. The Freehold Conveyance Deed and MPD does not take care of all the risks / possibilities of failure and default. Thus Agreement is required. This Agreement is to be executed BEFORE the conveyance Deed / possession of plot to the DE. The Banks will come into picture later, when DE will mortgage the property to obtain loan for the project.}

•A Performance Guarantee, of amount equal to 50% of the Construction Cost of DDA's portion Flats, valid for a Period of the Contract will have to be provided (and kept active) by the developer to DDA. The Construction Cost of Flats will be determined by Applying CPWD construction rates (of the Year of execution of Contract) on the FAR.

•The bid variable in the Auction would be the price or the lump sum amount for the Land that is being provided by DDA for the GH development on aforesaid terms and Conditions.

•The entire premium of the plot should be paid up front before allotment / possession.

•If the Department is not satisfied with-the bid amount, DDA will be at liberty to cancel the bid/auction.

•The Draft Agreement shall be as per the Annexure. The Clauses under the draft Agreement shall be deemed to be the E-Auction conditions for GH Plots. The main points/clauses of the draft agreement are as below-

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•Clause No 21 – Methodology for disposal of EWS Flats (DDA's portion)

•Clause No 29 – Undisposed Stock (DDA's portion)

•Clause No 32 – Obligation to complete EWS portion first.

•Clause 37 and 40 – Quality of EWS Flats to be provided by developer

•Clause No 48 – Risk matrix and penalties

•Clause No 51 – Operation of Escrow Accounts

•It is expected that the conditions that DDA EWS eligibility will be checked, DDA will invite and select applications, and the flats can be disposed only to DDA selected EWS families will bring in market mechanisms that the Developer will fix price in such a way that the EWS can afford it (otherwise there will be undisposed stock). Further the condition that undisposed stock comes to DDA after 3 years for free - this will putpressure on the developer to fix reasonable and affordable price tag on such flats.

IV. Comments of Finance, Planning & Law Department

The proposal was examined by Finance, Law and Planning Department. Their comments have been examined and considered while preparing the proposal.

V. Issues of concern –

•There is no lock-in for the EWS allottees. The flats are being given to them on free-hold. This may lead to malpractices. People may take (low price) allotment in the name of EWS, and thereafter the flat may get sold to non-EWS, and the premium may be syphoned off. Thus the actual EWS may still be deprived of housing. Allotment to EWS on Lease with the lock-in condition but will not be effective as the lease will be between DE and allottee, in which DDA has no jurisdiction. In any case possible transactions on POA / ATS vitiate all such attempts of putting Lock-in. We may revise the EWS eligibility norms using Aadhar system and prescribe restrictions therein (such as one EWS family can get only one allotment). However, such proposal which can be considered separately because it will effect all EWS allotments by DDA.

•Land is being allotted to DE on Free-hold basis. If, on receipt of Conveyance Deed from DDA, he immediately (or subsequently) sells it (i.e. the land) to some-one else, DDA will have only one option – i.e. Realize the Performance Guarantee,

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and file a civil suit for recoveries of damages. The so-called new purchaser will be under no contractual obligations, and only MPD mandate can perhaps come to DDA's rescue (i.e. the new developer will not get completion certificate until he complies with the MPD provisions and handover the EWS flats to DDA). It may be difficult recover / take back the plot as it has been disposed on free-hold.

VI. APPROVAL SOUGHT FROM AUTHORITY :

- Approval may be granted for disposal of GH Plots by e-auction as per the proposal in Para III, with such drafting and language changes in the draft Agreement in consultation with law department

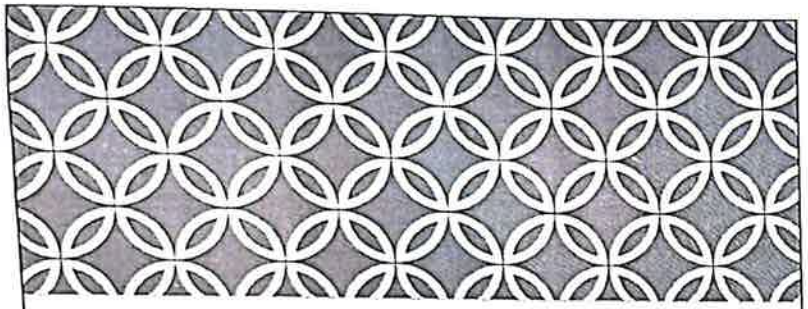
- Vice Chairman may also be authorized to make suitable changes / amendments in the draft agreement, based on inputs / feedback from stakeholders at the time of e-auction or otherwise. However, any such change shall be within the overall structure of the proposal.

RESOLUTION

The proposal contained in the agenda item was approved. The Authority also observed that DDA should put a maximum cap on the price of the EWS flats to be sold by developer keeping in view the DDA policy.

The VC, DDA suggested that the land component may be computed at 50% of average land price per sq. mtr as per Bid x FAR area of the flat x 100/MPF. Here, 50% is as per DDA policy for fixation of PDR and MPF is maximum permissible FAR which is 230 as per MPD-2021 for Group Housing plots including 30 FAR for EWS flats. As regards the construction cost, it will be fixed as per last available CPWD PAR, enhanced by the prevailing cost index at the time of allotment

Annexure I



PROPOSAL FOR GUIDELINES TO BE FOLLOWED BY DEVELOPER ENTITIES (DE) FOR DISPOSAL OF EWS UNITS DEVELOPED BY THEM

JANTA/EWS BRANCH
HOUSING DEPARTMENT

BACKGROUND

- MoHUA modified the para 4.4.3E, Residential Plot-Group Housing of Master Plan Delhi-2021 vide Notification dated 25.09.2013 as below:
  - *"...50% of the EWS Housing Stock shall be retained by Developer Entity (DE) and disposed only to the Apartment owners, at market rates, to house Community Service personnel (CSP) working for the Residents/Owners of the Group Housing. These will be developed by DE at the respective Group Housing site/premises or contiguous sites. **Remaining 50% of DUs developed by DE to be sold to DDA for EWS housing purpose will be sold to DDA/Local bodies at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over and can be developed by DE at** an alternate nearby site.....The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard by Govt./DDA. The final handing/taking over of the component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is handed over to DDA".*

BACKGROUND

- This policy was adopted during the allotment of EWS flats developed by M/s DLF in Shivaji Marg at the time of DDA Housing Scheme 2014. DDA's share was about 770 EWS flats.
- However, due to levy of stamp duty on the purchase of EWS flats by DDA from M/s DLF, the burden of stamp duty was loaded on the allottees which resulted in increase in the cost of EWS flats. This led to a number of litigations in Shivaji Marg EWS allotments, which finally resulted into issue of revised demand letters to allottees with reduced cost.
- To avoid similar issues, an agenda item no. 29/2020 was moved for consideration of Authority to streamline the process of allotment and reduce the cost of allotment by modifying the relevant clauses in MPD-2021.
- The agenda item no. 29/2020 was approved by the Authority and the modifications in MPD-2021 were subsequently notified in gazette on 16.11.2020.

BACKGROUND

- After modifications, the relevant clauses read as follows:

  "Chapter 4: Shelter; Para 4.4.3 B. Residential Plot- Group Housing

  *(v)...Remaining 50% of DUs developed by DE to be sold to the eligible beneficiaries identified by DDA/local bodies as per DDA policy. These can be developed by DE at an alternate nearby sites. Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The EWS housing component created by the DE shall be subject to quality assurance checks, as prescribed in this regard, by Govt./DDA. The final handing/taking over of this component shall be subject to fulfilling the quality assurance requirements. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only **after the prescribed land and EWS housing component is sold/transferred to the eligible beneficiaries identified by DDA/local bodies at the rates prescribed by DDA."***

BACKGROUND

- Subsequent to these modifications in MPD-2021, few Developer Entities have approached DDA for disposal of EWS flats of DDA's share (Ex. Umang Realtech, DLF, Godrej)
- However difficulty is being faced in disposal of such cases due to want of DDA policy as mentioned in the modified MPD-2021 provisions.
- To handle such cases of DEs, it is felt that the DDA policy to be followed by DEs be laid out clearly in form of guidelines
- It is clarified that these guidelines shall be applicable only to DEs and not to DDA as a developer body

ANALYSIS

- Group Housing branch, LD Deptt. already has a policy in place for disposal of DDA's 50% share of EWS flats developed by DEs. These are incorporated in the form of terms and conditions in the bid/tender document for auction of GH plots. These have been fixed as per Authority agenda item 66/2020/
- These terms and conditions have been analysed and the key factors are being discussed along with adaptations suited for Housing department.

ANALYSIS

- DDA has not an good experience in terms of EWS flats offered by M/s DLF in Shivaji Marg in 2014 Housing Scheme where DDA had purchased these flats from DLF and then had floated a scheme to offer them to eligible EWS category. A number of litigation and court cases are still pending in these matters due to high cost of the flats, delayed possessions and maintenance issues etc
- DDA should neither purchase these flats and resell them to EWS nor should float a scheme for identifying eligible beneficiaries. Any of these actions would make DDA legally responsible which is best avoidable
- DDA should rather play the role of only a facilitator by laying down broad contours of policy under which DE can sell off these flats which is the spirit and intent of the notification dated 16.11.2020.

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GH tender/bid document	Adaptation for Housing Department
1.		The developer shall ensure that minimum 15% of the proposed FAR to be constructed for Community Service Personnel (CSP)/EWS and lower category. This 15% of the proposed FAR for CSP/EWS and lower category housing would be over and above 200 permissible FAR and 200 DUs. **Note: This clause has been taken from MPD-2021.**
2.		50% of the EWS housing stock shall be retained by Developer Entity (DE) and disposed only to apartment owners, at market rates, to house CSP working for the residents/owners of the group housing. These will be developed by the DE at the respective Group Housing site/premises or contiguous site. **Note: This clause has been taken from MPD-2021.**

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ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GH tender/bid document	Adaptation for Housing Department
3.	Housing under this quota (i.e. 50%) shall be placed with DDA for allotment. DE shall have no right to dispose these flats to any person directly.	Remaining 50% of DUs developed by DE to be sold by DE to eligible beneficiaries as per DDA policy. These can be developed by DE at an alternate nearby site. Necessary parking, commercial and PSP facilities shall also be provided by the DE for this separate housing pocket. The DE shall be allowed to undertake actual transfer/transaction of saleable component under its share/ownership to the prospective buyers only after the prescribed land and EWS housing component is sold/transferred to the eligible beneficiaries at the rates in accordance to the DDA policy. **Note: *This clause has been taken from MPD-2021.***

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GH tender/bid document	Adaptation for Housing Department
5.	Six months before the likely date of completion, DE will declare and intimate to DDA, the price, at which he proposes to dispose such flats, along with a request to invite applications along with a number of vacant flats under this category that can be disposed. This declared price has to be lower than the price at which the Developer's portion is disposed, if any.	~~Six months before the likely date of completion,~~ DE will declare and intimate to DDA, the maximum price, at which he proposes to dispose such flats, ~~along with a request to invite applications~~ along with a number of vacant flats under this category that can be disposed. This declared price has to be lower than the price at which the Developer's portion is disposed, if any.

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GH tender/bid document	Adaptation for Housing Department
4.	Upon completion of EWS flats (it can be in lots) DE shall give a notice to DDA about completion (along with completion certificate and quality certificate) for disposal. Upon receipt of notice, DDA Engg. wing will inspect the flats and give acceptance/deficiency note to the DE within one month of the notice. These EWS houses will be held by the DE (until disposed to allottees), free of encroachment/encumbrances on behalf of DDA	Upon completion of EWS flats ~~(it can be in lots)~~ DE shall give a notice to DDA about completion (along with completion certificate and quality certificate) for disposal. ~~Upon receipt of notice, DDA Engg. wing will inspect the flats and give acceptance/deficiency note to the DE within one month of the notice. These EWS houses will be held by the DE (until disposed to allottees), free of encroachment/encumbrances on behalf of DDA~~

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GH tender/bid document	Adaptation for Housing Department
6.	DDA will decide and inform the Developer the maximum price of the EWS flats for its portion of EWS flats from time to time. The maximum price will be calculated by taking into consideration: (i) Construction cost as per CPWD rate enhanced by the prevailing cost index at the time of allotment.	**DE will calculate and inform DDA the maximum price of the flats which are to be disposed as EWS quota. The maximum price will be calculated by taking into consideration:** **(i) Construction cost at base cost of Rs. 2000 per sq. ft. as per CPWD index of 2013 (plus cost of EWS parking) which shall be enhanced as per CPWD escalation index at the time of actual handing over.** **Note:** Current construction cost as per CPWD index is Rs. 2723/- per sq. ft.

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GH tender/bid document	Adaptation for Housing Department
6.	(ii) The land cost to be calculated as- 50% of the average land price sq mtr. as per Bid x FAR area of flat x 100/MPF. Here, 50% is as per DDA policy for fixation of PDR and MPF is maximum permissible FAR which is 230 as per MPD-2021 for Group Housing plots including 30 FAR for EWS flats. Note: Included as per Agenda item 66/2020.	(ii) The land cost to be calculated as- 50% of the circle rate x FAR area of flat x 100/MPF. Here, 50% is as per DDA policy for fixation of PDR and MPF is maximum permissible FAR as per MPD-2021which is 230 as per MPD-2021 for Group Housing plots including 30 FAR for EWS flats. Rationale 1. It is not necessary that a DE has obtained the land parcel through auction/bidding process. It may have obtained it through direct purchase. Thus, element of bid price has been done away with and replaced with circle rate. (Ex. Godrej project) *Illustration 1:* Cost of EWS flat as per 50% of bid price *Illustration 2:* Cost as EWS flat as per 50% of circle rate *Illustration 3:* Cost of EWS flat as per circle rate of EWS land parcel only

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GH tender/bid document	Adaptation for Housing Department
8.	DDA will adopt DDA's policy to determine eligible EWS persons who can purchase such EWS flats. The policy of EWS eligibility will be same as DDA's EWS housing schemes. Reservation policy of DDA will also be adopted. [Note: The current policy for determination of EWS eligibility is family income less than Rs. 3 Lakh per annum]	**DE will adopt DDA's policy to determine eligible EWS persons who can purchase such EWS flats. The family income of an applicant as well as of joint/ co-applicant applying for EWS flats should not exceed Rs. 10 Lakh per annum in case of both the families considered separately. Family Income for this clause is defined to include the income of the applicant and his/her spouse, if married. The applicant (and co-applicant) has to produce an annual family income certificate issued by competent authority in this regard.** Reservation policy of DDA will also be adopted.

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GH tender/bid document	Adaptation for Housing Department
7.	Normally, such process (of inviting applications for disposal) can be conducted every 6 months until all such EWS flats are disposed. Every time a request (for inviting applications) is made to DDA, DE will pay to DDA, 0.1% of the fair price (in respect of flats put for disposal) as processing charges. Marketing/publicity will be responsibility of the DE. Since the price is fixed by the DE, DDA does not guarantee availability of enough applicants for disposal of flats.	**The DE shall formulate a scheme for allotment of EWS flats and issue a public notice for identification of eligible beneficiaries for disposal of EWS flats. The scheme shall be floated with wide publicity in leading newspapers and internet media.** Marketing/publicity will be responsibility of the DE.

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GH tender/bid document	Adaptation for Housing Department
9.	DDA will invite online applications for allotment of such flats from eligible EWS applicants. The DDA's policy (of eligibility of EWS applicants) shall be as applicable as on the date of inviting online applications.	**DE will invite online applications for allotment of such flats from eligible EWS applicants. The DDA's policy (of eligibility of EWS applicants) shall be as applicable as on the date of inviting online applications.**
10.	If the number of such applicants is more than the flats available, DDA will conduct draw of lots. Separate list of successful applicants and waitlisted applicants will be prepared.	If the number of such applicants is more than the flats available, **DE will conduct draw of lots. Separate list of successful applicants and waitlisted applicants will be prepared.**
11.	DDA will verify eligibility of applicants who are successful in draw of lots. If any successful applicant is found ineligible, he shall be substituted by the waitlisted applicant.	**DE will verify eligibility of applicants who are successful in draw of lots. If any successful applicant is found ineligible, he shall be substituted by the waitlisted applicant.**

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GR/Standard document	Adaptation for Housing Department
12.	Undisposed/remaining flats, for which no applicants were found will be intimated to the DE by DDA. Such undisposed flats can be placed in the next round of the process.	**This clause is not required.**
13.	DDA and DE shall jointly issue letter of demand to such applicant, with a direction that the payment is to be made in an escrow account, which will be jointly operated by the DDA and DE. As per DDA policy, full payment of the cost of flats is to be made by the applicant before a flat can be handed over.	**DE shall issue demand-cum-allotment letter** to such applicant. ~~with a direction that the payment is to be made in an escrow account, which will be jointly operated by the DDA and DE.~~ As per DDA policy, full payment of the cost of flats is to be made by the applicant **before possession letter of a flat is issued and physical possession of the flat is handed over.**
14.	DDA will complete the process within 6 months from the date of request for disposal (complete in all respects). If a stay is granted by any court, the stay period shall be excluded from the calculation.	**This clause is not required.**

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GR/Standard document	Adaptation for Housing Department
18.	The DE will execute sale deed in respect of such flat directly in favour of the applicant. On execution of sale deed, the DE will be entitled to claim and receive the balance 20% of the amount deposited in the escrow account in respect of such flat, provided that all the common amenities required to be provided by him as per MPD have been developed and made operational.	The DE will execute sale deed in respect of such flat directly in favour of the applicant.
19.	The flats coming in DDA's portion shall be disposed only by this method (and no permission for free market sale will be given). DE can adjust the price of such flats in manner that he gets enough eligible candidates.	**The flats coming under EWS quota** shall be disposed only by this method (and no permission for free market sale will be given). DE can adjust the price of such flats **(upto max. price as calculated earlier)** in manner that he gets enough eligible candidates.

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GR/Standard document	Adaptation for Housing Department
15.	50% of registration amount and confirmation amount deposited by the applicants (who confirm the allotment by paying confirmation amount), will be allowed to be drawn from the escrow account after receiving confirmation from applicants. In case, any applicant withdraws after confirmation, DE will be entitled to retain this amount as forfeiture.	**This clause is not required.**
16.	On receipt of full payment in respect of a flat, DDA will intimate to the DE, the confirmed applicant in whose favour the flat is allotted.	**This clause is not required.**
17.	The DE on receipt of such information from DDA, will issue the possession letter to the applicant and hand over possession. This will entitle the DE to claim and receive 80% of the amount deposited (i.e. 80% of the price of flat) in the escrow account in respect of such flat. The amount drawn earlier in respect of registration/confirmation will be adjusted in calculating amount that can be drawn.	**This clause is not required.**

ANALYSIS & ADAPTATION

Sr. No.	Terms and conditions of GR/Standard document	Adaptation for Housing Department
20.	DE must construct and finish all the EWS flats (i.e. Developer's portion and DDA's portion) first and obtain completion/occupancy certificate for the same, before getting the completion/occupancy certificate for the remaining portion. DDA will have right to select the flats which will come under DDA's portion. In selecting this, DDA will endeavor to ensure that equal mix (DDA/DE) of flats on each floor, as far as possible.	DE must construct and finish all the CSP/EWS flats first and obtain completion/occupancy certificate for the same, before getting the completion/occupancy certificate for the remaining portion. ~~DDA will have right to select the flats which will come under DDA's portion. In selecting this, DDA will endeavor to ensure that equal mix (DDA/DE) of flats on each floor, as far as possible.~~
21.	DE shall not charge any amount from respective EWS allottee on account of additional cost of flat beyond the cost fixed in respect of DDA's portion.	**This clause is not required.**

27-09-2024

ANALYSIS & ADAPTATION

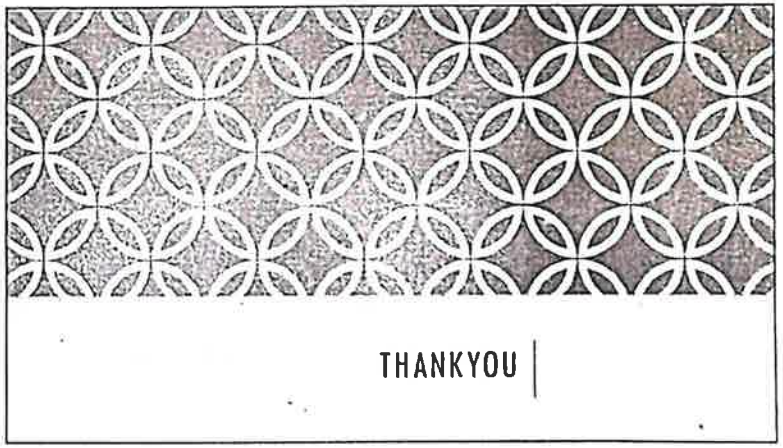
Sl. No.	Clauses/Conditions of Offer/LoI	Adaptation for Hosting Developer
22.	DE shall not charge amount more than 1% of the cost of EWS flats (DDA's portion) towards maintenance charges annually from EWS allottees. If any additional amount is charged from allottee for maintenance or under any other name, the same will be required to be paid to DDA as penalty.	This clause is not required. DE may be allowed to charge maintenance charges as per its own policy.
23.	The EWS housing component developed by DE shall be subject to quality assurance checks, as prescribed by Govt./DDA. Failure to meet these quality standards will become a Master Plan violation and accordingly, completion certificate can be denied by the Local Authority in addition to penalties that may be applicable.	This clause may be retained.

ANALYSIS & ADAPTATION

Sl. No.	Clauses/Conditions of Offer/LoI	Adaptation for Hosting Developer
24.	The maintenance, upkeep and security of the said vacant/unsold stock will be that of the DE. No charges shall be payable by DDA for such maintenance/security.	This clause may be retained.
25.	If the flat (DDA's portion) remains undisposed/unsold for a period of 3 years from the date of completion, such flat(s) will completely vest in DDA and DE shall not be entitled to receive any payment from DDA in respect of such flats. DE will surrender peaceful possession of such flats, free of encumbrances to DDA immediately on completion of the said period of 3 years. The DE shall also execute conveyance deed in favour of DDA in respect of such flats.	This clause is not required.

ANALYSIS & ADAPTATION

Sl. No.	Clauses/Conditions of Offer/LoI	Adaptation for Hosting Developer
26.	The DE shall be responsible for obtaining all necessary approvals from the concerned authorities at his cost before start of construction at site including under the Real Estate Regulatory Authority.	This clause may be retained.
25.	If the flat (DDA's portion) remains undisposed/unsold for a period of 3 years from the date of completion, such flat(s) will completely vest in DDA and DE shall not be entitled to receive any payment from DDA in respect of such flats. DE will surrender peaceful possession of such flats, free of encumbrances to DDA immediately on completion of the said period of 3 years. The DE shall also execute conveyance deed in favour of DDA in respect of such flats.	This clause is not required.



ITEM No. 68/2024

Proposal for offering special discount of 20% in the flats available under DDA Sasta Ghar Housing Scheme 2024 & DDA Madhyam Vargiya Housing Scheme 2024 for different disadvantaged sections of society for ensuring accessibility to affordable housing.

F.No. F/1/0172/2024

A. BACKGROUND:

1. The disposal of built-up properties of DDA is administered by the DDA (Management and Disposal of Housing Estates) Regulations, 1968 as stands amended vide Amendment Regulations 2023. DDA has been disposing off its built-up Housing Estates through launching of different housing schemes approved by the Authority. Chapter II of the Regulations provides substantive provisions for terms & conditions of disposal of property. As per Regulation 3, these Regulations are to be administered by Vice Chairman (VC) subject to general guidance and resolutions of Authority. As per Regulation 5, the disposal of a property shall be effected by either Hire-purchase or sale or in such other manner and subject to such terms and conditions as may be decided by the Authority from time to time.
2. DDA currently has around 40,000 flats available for disposal in various locations. Until 2010, most flats offered under DDA's housing schemes were in areas like Vasant Kunj, Dwarka, Mukherjee Nagar, and Pitampura, where demand exceeded supply. As these areas reached saturation, DDA shifted its focus to developing peripheral areas, such as Dwarka, Rohini, and Narela, as sub-cities with modern amenities and infrastructure to meet the growing demand for affordable housing and to de-congest the city. Low-cost housing areas were developed in Narela, Rohini, Siraspur, and Loknayakpuram.
3. Diwali Special Housing Scheme 2023, approved by the Authority under agenda item 39/2023 (**Annexure- I**), had offered the available flats to general public through two modes, i.e. e-Auction and FCFS. The flats of MIG and above category in Dwarka sector 19B and sector 14 and Loknayakpuram were offered through e-Auction, while all flats in Narela, as well as EWS and LIG category flats of all locations, were offered through FCFS mode. The e-Auction received a great response for Dwarka where more than 93% of the inventory on offer was sold out. However, in Loknayakpuram out of 647 MIG flats on offer only 5 were sold. With regard to flats offered under FCFS most of which were located in Narela, 11% of the flats have been disposed off so far.
4. A number of steps have been taken by DDA particularly in Narela to improve the infrastructure & connectivity of these areas for overall development of the sub-city. Further, DMRC proposal to connect the Narela region with the Metro has been approved by the Cabinet recently which would significantly boost the connectivity of the region. The key initiatives taken in recent past include infrastructure development in Narela including construction of UER-I & II, Parks, Community halls, and other public amenities like shops/provision stores, police stations, and improvements in transport through DTC bus services and security, bulk allotment to Govt. agencies. Further, Narela is also being developed as an educational hub, with substantial land parcels and flats being allocated to various Govt. Universities for setting up their campus. Public awareness about Narela as a good & beautiful locality for residential purpose has also been spread through aggressive advertising & publicity. All these steps in near future may lead to a domino effect and result in optimally populating the Narela sub-city.
5. DDA recently launched in the month of August, 2024 the DDA Dwarka Housing Scheme 2024, Sasta Ghar Housing Scheme 2024 (SGHS2024) & Madhyam Vargiya Housing Scheme 2024 (MVHS2024) which were approved vide agenda item no 40/2024. The scheme performance is tabulate below:

Table 1.1 Category wise Flat Sold In DDA Dwarka Housing Scheme 2024

Scanned with OKEN Scanner

S.No	Category	Locality	Flats offered	EMD Received in No flats	Sold
1	Penthouse	Dwarka, Sector 19B, Phase-II	1	1	1
2	Super HIG	Dwarka, Sector 19B, Phase-II	3	3	3
3	HIG	Dwarka, Sector 19B, Phase-II	18	18	18
4	MIG	Dwarka, Sector 14, Phase II	98	81	78
5	MIG	Dwarka, Sector 16B, Pkt II	14	14	14
6	MIG	Dwarka, Sector 19B, Pkt 3	35	19	17
		TOTAL	**169**	**136**	**131**

The SGHS 2024 & MVHS 2024 performance is tabulated below:

Table 1.2 SGHS & MVHS 2024 INVENTORY STATUS

SN	Location	Cat	Sector/pocket	Scheme	Total Inventory	Flats on offer	Cost (in Rs. lac)	Total flats booked	Unsold Inventory	% Unsold
1	**Narela**	**EWS**	Sector G-2, Pocket 3	SGHS	1384	280	12	87		
2	**Narela**	**EWS**	Sector G-2, Pocket 4	SGHS		257	12	49		
3	**Narela**	**EWS**	Sector G-2, Pocket 5	SGHS		256	12	72		
4	**Narela**	**EWS**	Sector G-2, Pocket 6	SGHS		185	12	28		
5	**Narela**	**EWS**	Sector G-7/ G-8 Pocket 11	SGHS	2580	161	14.0	38		
6	**Narela**	**EWS**	Sector A1-A 4/ Pkt 1A,1 B,1C	SGHS	1825	1613	18.0	307		
7	**Narela**	**LIG**	Sector G-2, Pocket 2	SGHS	482	482	12.0	127		
8	**Narela**	**LIG**	Sector G-2, Pocket 3	SGHS	7719	576	21.0	52		
9	**Narela**	**LIG**	Sector G-2, Pocket 4	SGHS		1001	21.0	49		
10	**Narela**	**LIG**	Sector G-7/ G-8, Pocket 4	SGHS	3264	561	20.0	41		
			Sector G-7/							

11	Narela	LIG	G-8, Pocket 5	SGHS	4048	430	20.0	18		
12	Narela	LIG	Sector G-8, Pocket 3	SGHS	1208	498	12.0	32		
13	Narela	LIG	Sector G-7/ G-8 Pocket 11	SGHS	11752	1141	25	33		
14	Narela	EWS	Sector A1 to A4, Pocket 14	MVHS	1087	275	33.0	20		
15	Narela	EWS	Sector A1 to A4, Pocket 7	MVHS		130	33.0	69		
16	Narela	EWS	Sector A1 to A4, Pocket 4	MVHS		292	33.0	92		
17	Narela	MIG	Sector A1 to A4, Pocket 1A, 1B, 1C	MVHS	430	430	77.0	36		
18	Narela	MIG	Sector A1 to A4, Pocket 7	MVHS	1973	104	115	7		
19	Narela	HIG	Sector A1 to A4, Pocket 7	MVHS	1182	96	150	2		
20	Narela	HIG	Sector A1 to A4, Pocket 3	MVHS		143	150	1		
21	Narela	HIG	Sector A1 to A4, Pocket 4	MVHS		102	150	1		
			NARELA TOTAL		**38934**	**9013**		**1,161**	**37,773**	**97.02%**
22	**Loknayakpuram**	**LIG**		SGHS	270	270	25.0	65	**205**	**75.93%**
23	**Loknayakpuram**	**EWS**	EWS- Pkt E	MVHS	139	139	32.0	139	**0**	**0.00%**
24	**Loknayakpuram**	**MIG**	MIG- Pkt E	MVHS	640	91	120.0	11	**629**	**98.28%**
25	**Siraspur**	**LIG**		SGHS	729	729	15.0	85	**644**	**88.34%**
26	**Rohini**	**LIG**		SGHS	942	942	13.0	942	**0**	**0.00%**
27	**Mangalpuri (Dwarka)**	**EWS**		SGHS	191	191	32.0	191	**0**	**0.00%**
28	**Ramgarh**	**LIG**		SGHS	190	190	14.0	190	**0**	**0.00%**
29	**Jasola**	**HIG**	Pocket 9B	MVHS	41	41	215	41	**0**	**0.00%**
			GRAND TOTAL		**42076**	**11606**		**2,825**	**39,251**	**93.29%**

6. The Sasta Ghar Housing Scheme 2024 and Madhyam Vargiya Housing Scheme 2024 offered discounts of 10-15% on flats in localities like Ramgarh Colony, Siraspur, Loknayakpuram, Rohini, and Narela, targeting low- and middle-income groups. While the incentive in the form of discount resulted in 100% disposal of all the flats on offer in Ramgarh Colony and Rohini, most of the inventory remained unsold in areas like Narela, Siraspur and Loknayakpuram. DDA is facing significant challenges with unsold inventory, including high maintenance costsand locked-up capital, which restrict financial flexibility. This situation calls for a strategic reassessment of pricing to improve sales and address ongoing financial burden. Accordingly an analysis was done and the discount was offered in Sasta Ghar and Madhyam Vargiya Schemes on grounds of reduction of maintenance cost, freeing the locked up capital, enhanced market competitiveness, increased sales velocity and strateginc and prudent financial management.

EXAMINATION

7. DDA has offered the flats at Siraspur, Loknayakpuram & Narela in multiple schemeswith some discount from time to time, despite which, the flats remain unsold and DDA's capital is locked in these flats. The individual location-wise analysis is provided in the next section.

8. **Siraspur**

8.1 Siraspur LIG flats were completed in 2014 and were offered for first time in Housing Scheme 2014. Out of the left-out flats of 747, 126 flats in Pockets A1 & C2 of Siraspur were offered in First Come First Serve (FCFS) Ph. IV Housing Scheme 2023. The plinth area of these flats is 35.76 – 36.39 sqm. and the tentative disposal cost was Rs. 17.41-17.71 lakhs.

8.2 As on last day of FCFS Ph. IV Scheme (i.e. 28.11.2023), only 19 flats could be sold out of 126 flats on offer initially. Authority in its meeting on 15.11.2023 had approved the continuation of FCFS Ph. IV 2023 Scheme side by side with Diwali Special Housing Scheme (FCFS). Remaining 107 no. of LIG flats at Siraspur were put on offer under FCFS vertical of Diwali Special Housing scheme 2023 from 14.03.2024 onwards, however only 2 flats were sold till 31.03.2024.

8.3 In a recent study performed by a Real Estate Advisor, M/s Anarock (**Annexure-III**), Anarock had advised that since as against the disposal price of Rs.4722/- per sq feet, similar flats in near vicinity are available at rates which vary in the average range between Rs.3000-4000 per sqft and necessary price corrections be made to make these flats competitive.

8.4 Accordingly, after approval of authority vide agenda item no 40/2024 (**Annexure –II**), these flats were offered in Sasta Ghar Housing Scheme 2024 at a discounted rate of 15%., **Despite this, out of 729 flats on offer, only 85 flats were sold and 644 flats i.e. 88% inventory remained unsold.**

9. **LOKNAYAKPURAM (LIG Flats)**

9.1 LIG flats at Loknayakpuram were constructed in 2006. The left out 140 flats were offered in FCFS Phase IV in 2023. The plinth

area of these flats is 42 – 44.46 sqm and the tentative disposal cost was Rs. 26.98-28.47 lakhs.

9.2 As on last day of FCFS Ph. IV Scheme (i.e. 28.11.2023), only 51 flats could be sold out of 140 flats on offer. Authority in its meeting on 15.11.2023 had approved the continuation of FCFS Ph. IV 2023 Scheme side by side with Diwali Special Housing Scheme (FCFS). Since the FCFS Ph. IV 2023 was in operation till 28.11.2023, the remaining 89 no. of LIG flats at Loknayakpuram were put on offer under FCFS vertical of Diwali Special Housing scheme 2023 from 14.03.2024 onwards. Later, the flats were continued to be on offer in FY 2024-25 at the same rates of FY 2023-24.

9.3 In a recent study performed by a Real Estate Advisor, M/s Anarock **(Annexure-IV)**, it has advised that since as against the disposal price of Rs. 6364/- per sqft, similar flats in the vicinity are available at Rs. 5000/- per sqft, a price correction in the form of discount of 5-10% may be offered on these flats to make them competitive.

9.4 Accordingly, after approval of authority vide agenda item no 40/2024 these flats were offered in SastaGhar Housing Scheme 2024 at a discounted rate of 10%, despite this out of 270 flats on offer, only 65 flats were sold and 205 flats i.e. 76% inventory remained unsold.

10. **LOKNAYAKPURAM (MIG Flats)**

10.1 MIG flats at Loknayakpuram were constructed in 2023 and were offered for the first time in Diwali Special Housing Scheme 2023 (e-Auction). The Housing pocket contains 647 MIG flats and 224 EWS flats, the EWS flats are now completely sold out. In Diwali Special Housing Scheme 2023 (e-Auction) out of 647 flats only 5 flats were sold out. The left out flats were offered in FCFS mode of Diwali Special Housing Scheme 2023 and only 2 flats got sold. These 640 flats were later on offered in MadhyamVargiya Housing Scheme 2024 (FCFS) and **only 11 MIG flats have been sold and 629 flat i.e. 98% inventory remained unsold.**

10.2 In a recent study performed by a Real Estate Advisor, M/s Anarock **(Annexure-IV)**, has the following concerns were highlighted for the Loknayapuram locality.

10.2.1 **Connectivity:** Absence of public transport and last mile connectivity

Nearest Metro Station – Mundka & Mundka Industrial Area located at a distance of approx. 3-4 Km from the pockets.

10.2.2 **Retail:** The sector doesn't have any organized retail in the vicinity, leading to inconvenience to the residents.

10.2.3 **Social Infrastructure:** Limited availability of schools and health infrastructure.

10.2.4 **Maintenance:** The sector lacks maintenance of

developed roads, footpath and open spaces. Moreover, the openplots, if not maintained properly, are prone to encroachment.

10.2.5 Surrounding development: The existence of HiranKudna, Mundka Industrial Area and JJ Colony disturbs the urban fabric and raises the concern of adherence of law and order.

11. **Narela**

DDA has offered the Narela inventory of various Sectors/Pockets of all the categories however a large chunk of the inventory in Narela remains unsold. From the year 2014 onwards the flats offered in Narela are not finding buyers and DDA has developed the Narela as sub-city and a large number of flats have been built in Narela. DDA has offered the Narela inventory in Sasta Ghar Housing Scheme 2024 and MadhyamVargiya Housing Scheme 2024 including the flats offered at some of the localities at a discount of 10-15%. Despite this, a large chunk of inventory remains unsold. A short summary of the Narela flats sales in the scheme are given below:

SN	Location	Offered 1st Time year	Cat	Total Flats	Scheme	Total Inventory	Flats on offer	Total flats booked
1	Narela	2023	EWS	Sector G-2, Pocket 3	SGHS	1384	280	87
2	Narela	2023	EWS	Sector G-2, Pocket 4	SGHS		257	49
3	Narela	2023	EWS	Sector G-2, Pocket 5	SGHS		256	72
4	Narela	2023	EWS	Sector G-2, Pocket 6	SGHS		185	28
5	Narela	2023	EWS	Sector G-7/G-8 Pocket 6,7, 11	SGHS	2580	161	38
6	Narela	2019	EWS	Sector A1-A4/ Pkt 1A,1B,1C	SGHS	1825	1613	307
7	Narela	2014	LIG	Sector G-2, Pocket 2	SGHS	482	482	127
8	Narela	2023	LIG	Sector G-2, Pocket 3	SGHS	7719	576	52
9	Narela	2023	LIG	Sector G-2, Pocket 4	SGHS		1001	49
10	Narela	2019	LIG	Sector G-7/G-8, Pocket 4	SGHS	3264	561	41
				Sector G-7/G-				

11	**Narela**	**2019**	**LIG**	8, Pocket 5	SGHS	4048	430	18
12	**Narela**	**2014**	**LIG**	Sector G-8, Pocket 3	SGHS	1208	498	32
13	**Narela**	**2023**	**LIG**	Sector G-7/G-8 Pocket 6,7, 11	SGHS	11752	1141	33
14	**Narela**	**2023**	**EWS**	Sector A1 to A4, Pocket 14	MVHS	1087	275	20
15	**Narela**	**2023**	**EWS**	Sector A1 to A4, Pocket 7	MVHS		130	69
16	**Narela**	**2023**	**EWS**	Sector A1 to A4, Pocket 4	MVHS		292	92
17	**Narela**	**2019**	**MIG**	Sector A1 to A4, Pocket 1A, 1B, 1C	MVHS	430	430	36
18	**Narela**	**2023**	**MIG**	Sector A1 to A4, Pocket 3,4,7,14	MVHS	1973	104	7
19	**Narela**	**2023**	**HIG**	Sector A1 to A4, Pocket 7	MVHS	1182	96	2
20	**Narela**	**2023**	**HIG**	Sector A1 to A4, Pocket 3	MVHS		143	1
21	**Narela**	**2023**	**HIG**	Sector A1 to A4, Pocket 4	MVHS		102	1
				NARELA TOTAL		**38934**	**9013**	**1,161**
					Usnold (%)			**37773 (97%)**

From the above table it is clear despite offering the inventory at discount, almost **37,700 i.e. 97% the flats remain unsold.**

12. From the point nos. 8 to 12 it is clear that the flats at Loknayakpuram, Siraspur and Narela are getting very poor response as evidently large chunk of almost 40,000 inventory remaining unsold. The unsold inventory of around 40,000 has severely limited DDA's financial capacity by way of locked up capital, erosion in real value of inventory, huge expenses in maintenance, watch and ward etc. To address this, the following broad measures are proposed:

12.1 Reevaluate Pricing Strategy: The current pricing might not be competitive enough to attract buyers, especially in less popular localities. A further reduction in prices or more attractive payment plans (e.g., extended installments or reduced interest rates) may help generate demand. Therefore, a dynamic pricing is need of the hour

12.2 Offering flats to Marginalized section at the discounted rates to meet the vision of affordable housing for all.

12.3 **Targeted Marketing and Awareness Campaigns**: Increase public awareness about the benefits of living in these areas. Highlight improvements in infrastructure, connectivity, and amenities such as parks, schools, and transportation. Local advertising, social media campaigns, and real estate expos can help attract potential buyers. For this, it is proposed that the Marketing & Research Division of Housing Department of DDA carry out extensive marketing campaigns in collaboration with other organizations like AMBAK (a fintech company with whom an MOU has been signed recently). DDA Housing Department has also set up a dedicated Kiosk at Rajiv Chowk with its executives stationed for 12 hours for imparting all kind of information and assistance to potential buyers. Housing Department is also in the process of developing its Vasant Kunj complex into a full-fledged state of art Marketing Office to be manned by fully trained executives.

12.4 **Incentive-Based Schemes**: Introduce schemes with additional incentives, such as discounts for government employees, first-time homebuyers, or those buying multiple units. Offering subsidies or incentives like free registration, waiving maintenance charges for the first few years, or offering home loans with lower interest rates could attract buyers. In a step towards making homeownership more inclusive and accessible, DDA has signed a Memorandum of Understanding (MoU) with Ambak, a DPIIT registered new-age fintech entity that works with 40+ financial institutions including PSUs, Private Sector Banks, NBFCs and Housing Finance Companies. With access to Ambak's digital lending platform and its network of financial institutions, more families will be able to take their first steps toward owning a safe, secure, and affordable home.

12.5 **Improve Infrastructure and Connectivity**: Though efforts have been made in these localities, further investment in enhancing infrastructure (roads, public transport, and utilities) and improving connectivity to other parts of the city will make these areas more desirable.

12.6 **Partnerships with Developers:** Collaborate with private developers for joint ventures or co-development projects that can improve the appeal of these areas. This could bring in additional investment and help with infrastructure development, making the locations more attractive to potential buyers.

12.7 **Adjust the Mode of Sale:** Consider alternative sales methods such as online auctions or bulk discounts for large organizations (e.g., government departments, corporations) that might purchase flats for their employees.

12.8 **Gradual Phased Selling:** Instead of offering all available inventory at once, DDA could consider selling in phases, with more emphasis on promoting the sold units to create momentum. This could build confidence in the market.

12.9 **Better Financing Options**: Partner with banks or financial institutions to offer better financing options, such as lower interest

rates or subsidies for specific income groups, making it easier for buyers to afford the flats. Also, more publicity is being given to Interest Subsidy Scheme (IS) available to beneficiaries under Pradhan Mantri Awas Yojana, PMAY 2.0.

13. STRATEGY FOR OPTIMAL DISPOSAL OF FLATS:

13.1 (a) In all the Housing Schemes generally there is a provision for reservation and the reservation in the recent housing schemes or various following categories are as following: -

1. 15% of the flats for applicants belonging to Scheduled Castes (SC);
2. 7.5% of the flats for applicants belonging to Scheduled Tribes (ST);
3. 1% for War Widows and those receiving liberalized pension from Armed/Paramilitary Services (Next of Kin)
4. 5% reservation for Persons with Disability (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016.
5. 1% for Ex-servicemen

13.1 (b) A Parliamentary Committee on the Welfare of Scheduled Caste and Schedule Tribe was formulated for review of reservation in allotment of residential accommodation by DDA. The committee observed that there is a huge gap in the flats allotted to reserved categories and has asked DDA what steps it has taken to increase the reserve category allotment and also advised that further steps be taken to bridge this gap.

13.1 (c) (i) Offering flats at discounted rates to marginalized sections of society, such as individuals with Persons with Disabilities (Divyangjan) and those from reserved categories (SC, ST), Gallantry Awardees, etc may be considered s a beneficial approach for several reasons:

ii. **Social Responsibility and Inclusivity**: Providing affordable housing to marginalized groups helps promote social equity and inclusion. It ensures that all sections of society, regardless of their economic status or physical condition, have access to safe and affordable housing, contributing to a more equitable society.

iii. **Empowering Vulnerable Groups** : Discounted flats for physically handicapped individuals and reserved category groups can empower these communities by providing them with a sense of security and stability. Housing plays a key role in improving overall well-being, including access to education, healthcare, and employment opportunities.

iv. **Government's Social Commitment**: By offering these discounts, DDA aligns with the government's social welfare policies aimed at addressing the needs of the disadvantaged. It helps in fulfilling the government's goal of providing housing for all, particularly for those who might otherwise struggle to afford it due to financial constraints.

v. **Encouraging Social Cohesion**: When marginalized groups are provided with equal opportunities for housing, it fosters social cohesion and reduces inequality. This can lead to better community integration and harmony.

vi. **Increased Demand and Market Response**: By offering discounted flats to these groups, DDA can generate a positive response in the market, as this not only benefits the targeted individuals but also demonstrates the Authority's commitment to social welfare. This can improve the image of the Authority and

stimulate more interest in the schemes.

vii. **Meeting Legal and Policy Requirements**: Offering discounts to marginalized groups could also fulfil legal obligations or government mandates for reserved categories, ensuring that DDA complies with relevant policies and laws promoting social justice and equality.

13.1 (d) Offering flats at discounted rates to women, thereby promoting gender equality and economic empowerment by encouraging female homeownership, fostering financial independence, ad providing a safer and more inclusive living environment.

13.1 (e) Offering EWS & LIG at discounted rates to auto-rickshaw drivers who are permit holders with the transport department GNCTD. This will enhance affordability of housing to these marginal sections of the society.

1 4 . Justification giving illustrative examples of some pockets where discount is being offered vis-à-vis basic cost incurred (i.e. cost of construction & land) & notional loss on locked-up capital in the inventory:

Narela (Pkt 4, 5 of Sector G7/G8) (Example)

Construction cost	Grid Charges	Departmental Chargeson3 &4	Intt. During Const. Period on3,4 &5	OTM (Civil) on3,4 &5	OT (Electr
1262221	22904	192769	295579	73895	66700

The costing of a flat has following parameters:

a. Construction Cost
b. Grid Charges
c. Departmental Charges
d. Interest During Construction
e. OTM Civil & Electrical
f. Land Cost.

Even if DDA offers these flats at a discount of 20%, DDA still would recover more than the bare minimum cost incurred on construction cost plus land cost. In this particular flat, against the disposal price of Rs.23.18 lakhs, a discount of 20% would result in the disposal price of Rs. 18.8 lakhs which exceeds the land cost plus construction cost (16.4 lakhs) by Rs. 2.4 lakh approx. Therefore, such a discount would take care of recovery of the basic cost incurred by DDA as well as quick disposal of old inventory and early realization of capital locked in this project.

If we consider the above bare minimum cost of Rs.16.4 lakhs per flat, it also reflects that for 7312 inventory at Pkt 4, 5 of Sector G7/G8 built in 2019, almost around Rs.1200 Crore is locked up for 5 years. If we consider a nominal average interest of 6% on this capital, the average notional loss on real value of money in this past 5 years would be Rs.360 Crore indicating the fact that offering 20% discount in view of the foregoing discussion is a sound and prudent economic decision.

14.2. A similar analysis for all the locations for DDA Sasta Ghar Housing Scheme 2024 has been done which is summarized as below where discount is being proposed:

Location	Year Built	Inventory	Original Disposal Cost(Rs. Lakhs)	Discount (%)	Discounted Disposal Cost (Rs. Lakhs)	Land Cost + Construction Cost (Rs. Lakhs)	Excess Over Cost (Rs. Lakhs)	Capital Locked (Rs. Crore)	Average Notional Loss(Rs. Crore)
Pkt4, 5, Sector G 7/G8	2019	7312	23.18	20%	18.8	16.4	2.40	1200	360
Siraspur	2014	700	17.7	20%	14.16	13.24	0.9	93	55.8
Loknayakpuram	2006	130	28.46	20%	22.76	25.1	-2.3*	32.63	35
Narela Pkt 2, G2 & Pkt 3, G7	2014	1690	13.92	20%	11.13	10.39	0.75	175	100
						TOTAL		**1575.63**	**595.8**

**** Loknayakpuram flats, built in 2006, where substantial maintenance costs are being incurred. Disposing of these flats, even at a minor loss, is justified to avoid larger losses if they remain unsold.***

Justification for Price Reduction: In view of the above analysis the discount offered appears justified on following grounds:

1. **Reduction in Maintenance Costs:**

- Ongoing maintenance of vacant properties results inconsiderable costs. Lowering prices to sell these properties more quickly will reduce the number of units that require maintenance and decrease associated expenses.

2. **Liberation of Locked-Up Capital:**

- High levels of unsold inventory tie up substantial capital that could otherwise be invested in new projects or operational improvements. Reducing prices will facilitate quicker sales, thereby freeing up capital and enhancing financial flexibility.

3. **Enhanced Market Competitiveness:**

- The current pricing may not align with market trends or competing properties. Adjusting our prices will improve our competitive position, making our units more attractive to potential buyers.

4. **Increased Sales Velocity:**

- A price reduction is likely to accelerate sales, reduce the time properties remain on the market, and mitigate holding costs associated with unsold units. This will also lead to a quicker turnover and reduced vacancy rates.

5. **Strategic Financial Management:**

- By addressing unsold inventory through strategic price adjustments, we can improve cash flow, reduce maintenance costs, and better manage lock-up capital, thereby strengthening our financial stability and operational efficiency.

15. Conclusion

The above analysis clearly demonstrates that offering these flats at a discounted price is a financially prudent decision. By doing so, DDA would not only recover more than the basic cost incurred on these flats (including the cost of land and construction) but also address the specific case of Loknayakpuram flats, built in 2006, where substantial maintenance costs are being incurred. Disposing of these flats, even at a minor loss, is justified to avoid larger losses if they remain unsold.

Additionally, this approach would significantly reduce maintenance expenses and mitigate the loss in the real value of money over time. Faster disposal of these flats would also have a cascading positive impact, including increased demand for our remaining inventory and fulfilling our commitment to providing affordable housing for all. This decision aligns with sound economic practices and supports DDA's overarching mission of promoting housing accessibility and efficient resource utilization.

It is felt that to begin withfor Narela (all categories of flats), Siraspur (LIG) and Loknayakpuram (LIG), 20% of the available flats (in numbers) would be kept reserved for availing of this 20% discount on a first come first serve basis. Similarly 10% of the inventory at Loknayakpuram (MIG) (in numbers) would be earmarked for availing 20% discount on a first come first serve basis. This would ensure plenty of options to the reserved categories also to choose their flats of preference and avail of the discount. Once this capped number of total reserve flats is reached, appropriate decision will be taken with the competent authority depending on the demand & supply dynamics. The percentage of reserved flats would be reckoned from the total available inventory offered through DDA Sasta Ghar Housing Scheme and DDA Madhyam Vargiya Housing Scheme from from the issue of circular till 31.03.2025.

16. PROPOSALS BEFORE AUTHORITY:

In view of the above discussions iterated at paras 8 to 15, the following proposals are placed before the Authority for its kind consideration and approval:

i. To offer EWS and LIG flats at Loknayakpuram, Siraspur and Narela at a discount of 20% of the price at which they were sold in 2023-24, to the auto rickshaw drivers who are permit holders from Transport department GNCTD as on date of registration in FCFS portal.
ii. To offer EWS, LIG, MIG and HIG flats at Narela and LIG flats at Loknayakpuram and Siraspur at a discount of 20% of the disposal price fixed in 2023-24 to women.
iii. To offer EWS, LIG, MIG and HIG flats at Narela and LIG flats at Loknayakpuram and Siraspur at a discount of 20% of the disposal price fixed for 2023-24 to Persons belonging to SC and ST category, War widows, Persons with Disability (Divyangjan), Ex Servicemen and recipients of Gallantry and Arjuna Awards.
iv. For Narela (all categories of flats), Siraspur (LIG) and Loknayakpuram (LIG), 20% of the

available flats would be kept reserved for availing of this 20% discount on a first come first serve basis. Similarly 10% of the inventory at Loknayakpuram (MIG) would be earmarked for availing 20% discount on a first come first serve basis. This would ensure plenty of options to the reserved categories also to choose their flats of preference and avail of the discount. Once this capped number of total reserve flats is reached, appropriate decision will be taken with the competent authority depending on the demand & supply dynamics. The percentage of reserved flats would be reckoned from the total available inventory offered through DDA Sasta Ghar Housing Scheme and DDA Madhyam Vargiya Housing Scheme from from the issue of circular till 31.03.2025.

v. The currency of the reservation would be till the end of the Financial year i.e. 31.03.2025.

vi. VC is authorized through Committee route consisting of Financial Advisor (Housing), Commissioner (Housing), Pr. Commissioner (Housing), Finance Member and VC to relax terms & conditions of the scheme for smooth disposal of flats as well to decide the number of flats to be offered under reserved category for discount offer.

RESOLUTION

The Authority approved the proposal as contained in the Authority agenda with the following modifications:

1. Instead of 20%, a discount of 25% be offered to the different disadvantaged sections,
2. Auto rickshaw drivers, cab drivers operating in Delhi having permit and registration in his name should also be included.
3. Persons registered under **PM SVANIDHI** scheme to be also included as one of the under privileged sections with regard to offered EWS and LIG flats at Narela, Loknayak Puram and Siraspur.

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Sub: DDA DIWALI SPECIAL HOUSING SCHEME 2023

BACKGROUND

The disposal of built-up properties of DDA is administered by the DDA (Management and Disposal of Housing Estates) Regulations, 1968 as stands amended vide Regulations 2022. DDA has been disposing off its built-up Housing Estates through launching of different schemes prepared /approved by the Authority. Chapter II of the Regulations provides substantive provisions for terms & conditions of disposal of property. As per Regulation 3, these Regulations are to be administered by Vice Chairman (VC) subject to general guidance and resolutions of Authority. **As per Regulation 5, the disposal of a property shall be effected by either Hire-purchase or sale or in such other manner and subject to such terms and conditions as may be decided by the Authority from time to time.**

2. According to Regulation 2 (16) an eligible person is defined as a person or an entity who is entitled to purchase the property in accordance with the conditions of the scheme and in terms of these Regulations. As per Regulation 7 (eligibility of allotment), a flat can be allotted to a person who or his/her immediate family members do not own cumulatively 67 sqm of land/built up property in Delhi. However, nothing in this condition shall affect allotment of unsold flats in developing area to any person or entity (Govt.) by way of sale. As per Regulation 2 (30b), "developing area" means an area or locality wherein more than 25% flats under a housing scheme remains unsold after closing of a scheme.

3. In chapter III of Regulations, detailed procedure for disposal of a property has been laid out. As per Regulation 28, allotment of property to eligible applicants shall be made by draw of lots and as per Regulation 28 (a), in addition to the mode specified in Regulation 28, in case of unsold flats in a developing area, the allotment of property may be done through online mode "First Come First Serve" basis to eligible applicants. Therefore, chapter III talks about two modes of disposal of property- draw of lots and FCFS.

4. Earlier, considering the huge inventory and relative success of FCFS, it was proposed to Authority vide agenda item 22/2023 to do away with the limiting criteria of not owning more than 67 sqm of land or built-up property cumulatively in Delhi vide Regulation 7. While approving the proposal, Authority also directed to put up another agenda for expanding definition of person to include any legal entity to participate in housing schemes and also to include private entities in definition of 'entities' to allow them for bulk allotment for flats in developing area. The proposal for doing away with requirement of 67 sqm is currently under examination of MoHUA.

5. Till 2010, all housing schemes launched by DDA used to be highly successful since most of the housing estates were built in premium places like Vasant Kunj, Dwarka, Mukherjee Nagar, Pitampura, etc. Since 2014, most of the housing schemes have received poor response as majority of the inventory is located in Narela. For example, in DDA Special Housing Scheme 2021, out of the inventory on offer of 18,335 flats, inventory in Narela was 13114 out of which only 1141 flats were sold and more than **91%** remained unsold. Similarly, in FCFS 2022, 3920 flats in Narela were offered out of which 910 flats were sold and more than **76%** remained unsold. In FCFS Phase IV, out of the 3562 flats offered in Narela, 892 were sold and **75%** remained unsold till date. This shows that the demand for inventory in Narela is very poor and a survey undertaken to ascertain the reasons revealed that remoteness and lack of connectivity were primary reasons for such poor response. In contrast to "draw of lots" as a mode of disposal, "FCFS" has seen better response since interested people can choose a flat of the own liking according to his/her tastes/preferences.

6. Currently the position of total inventory of DDA is as follows:

Unsold Inventory left out from Earlier Housing Schemes						
LOCATION	**EWS/ Janta**	**LIG**	**MIG**	**HIG**	**Total No. of Unsold flats**	**Remarks**
DWARKA	-	-	43	-	43	These inventories are under offered in FCFS Phase IV in different tranches. In the first tranche 5623 flats are on offer.
JASOLA	-	-	-	130	130	
LOKNAYAKPURAM	-	140	-	-	140	
NARELA	1,126	8279	474	-	9,879	
RAMGARH COLONY	-	211	-	-	211	
ROHINI	234	899	-	-	1,133	
SIRASPUR	-	734	-	-	734	

Total (A)	1360	10,263	517	130	12,270

Newly Completed Inventory/About to be completed in next 6 months						
Location/Project	**EWS**	**LIG**	**MIG**	**HIG**	**Total**	**Likely Completion Date**
Sector G2/ G7, Narela	4,276	19,680	-	-	23,956	Completed
Loknayakpuram	224	-	647	-	871	Fire NOC awaited
Sector 19B, Phase II, Dwarka	728	-	-	1,130	1,858	March 2024
Sector 14 Dwarka, Phase II	1,008	316	316	-	1,640	Dec 2023
Pocket 7, Sector A1 to A4, Narela	200	-	328	192	720	Completed
Pocket 3, Sector A1 to A4, Narela	384	-	648	368	1400	March 2024
Pocket 14, Sector A1 to A4, Narela	296	-	488	272	1056	March 2024
Pocket 4, Sector A1 to A4, Narela	320	-	512	352	1184	March 2024
Total (B)	**7,436**	**19,996**	**2,939**	**2,314**	**32,685**	-
Grand Total (A+B)	**8,796**	**30,259**	**3,456**	**2,444**	**44,955**	-
While Old inventories at **A** are being offered in FCFS Phase IV, new inventories at **B** are proposed to be offered in Diwali Special Housing Scheme 2023.						

- Out of the unsold old inventory of 12,270 flats, an inventory of 9,879 flats i.e., **81%** is from Narela. Out of the new inventory of 32,685 flats, an inventory of 28,316 flats i.e., **87%** is from Narela. From the total inventory of 44,955 flats, an inventory of 38,195 flats i.e., **85% is from Narela.**

- The old inventory will be continued to be offered under FCFS Phase IV as earlier and registration for disposal of new inventory under Diwali Special Housing Scheme 2023 through FCFS will commence on 20.11.2023.

EXAMINATION

7. Considering the nature of new inventory, a distinct typology between them can be made as follows:

Locality of flats	High-end Property with high demand (X)	Affordable housing with demand (Y)	Inventory in Narela an area with poor demand (Z)
Dwarka 19B	Penthouses (14)	EWS (728)	-
	Super HIG (170)		
	HIG (946)		
Dwarka 14	-	MIG (316)	-
		LIG (316)	
		EWS (1008)	
Loknayak Puram	-	MIG (647)	-
		EWS (224)	
Narela	-	-	HIG (1184)
			MIG (1976)
			LIG (19680)
			EWS (5476)
Total	**1,130**	**3,239**	**28,316**

8. It is felt that depending on the nature of inventory, specific mode appropriate for disposal of such inventory need to be adopted. Under the scenario, three different modes for disposal of inventory at X, Y and Z are placed before Authority for their kind consideration as under:

8.1 **High-end Property [para 7(X)] at Dwarka Sector 19B**:

These properties are in high demand because of their location in premium area facing the upcoming DDA's Golf Course in Sector 24 Dwarka and with best metro and road connectivity, proximity to Airport, UER-II, IICC, Dwarka Express Way, Bharat Vandana Park, DDA Sports Complex, Dwarka (Sector 17), etc. These properties have already created a buzz in the real estate market and would command a premium in the market.

In view thereof, as these have potential of high resale value, it is worth considering to dispose them through auction mode vide the e-auction portal. Since, Regulation 5 is a substantive provision of Housing Regulations, 1968 that gives omnibus powers to the Authority to dispose a property in such other manner and

subject to such terms and conditions as may be decided by the Authority from time to time. The Regulations specifically mentions "draw of lots" and "FCFS" in Regulation 28 and 28(a). However, considering the substantive provision of Regulation 5, Authority may consider whether a resolution can be accepted by virtue of Regulation 5 to adopt Auction as a mode of disposal for high end property [para 7(X)] at Dwarka Sector 19B since the mode of disposal is only procedural in nature.

However, Authority may kindly need to consider whether an amendment in the Regulations is necessary if one adopts the "harmonious construction" in interpretation of statute i.e., Regulation 5 read with Regulation 28 and 28(a) considering the substantive provision of Regulation 5 which gives powers to the Authority to adopt any mode of disposal with such terms and conditions, and Authority may also decide if this will prevail over the procedural Regulation of 28 and 28(a) which talks about different modes.

It may further be stated that DDA is already having a policy for Auction for disposing of land property. Furthermore, for built-up garage space/parking, there is an auction policy approved by the Authority vide agenda item no. 116/2016 (**Annexure G**). In addition, an agenda for disposing Expandable Housing flats earlier through e-Auction mode vide agenda 43/2019 was also approved by the Authority (**Annexure H**).

Details of auction process will be elaborated in scheme brochure. It may be noted that **a single applicant is not entitled to more than one flat in the e-Auction although the applicant can bid for multiple flats.** A reserved price would be determined adopting the standard costing formula of the Finance wing and adding 20% of premium surcharge on the same as adopted for developed areas like Dwarka. However, maintenance charges would be charged separately. The auction process to dispose off these high-end 1130 flats will maximize the revenues to DDA by ensuring demand-supply matrix at play and also allowing buyers to exercise their preferences for flats like FCFS. To strengthen the bidding process only those flats will be available for bidding in which there are at least 3 registered bidders i.e. at least 3 people have paid EMDs against that flat. In case there are less than 3 EMDs received for a flat, that flat will not be included for the 1st time bidding and will be put up for next round of auction. In the second round of auction, if still 3 or more registered bidders are not

available, the auction will be carried out and H1 (Highest bid) bidder above the reserved price will be selected.

DDA has provided in its Brochure condition i.e., terms of agreement that in case DDA fails to physically handover the allotted flat to H1 bidder within 6 months of issuance of DAL, DDA will refund interest at the rate of 4% per annum on amount deposited in excess of EMD. Further, the bidder will have the option of waiting for the physical possession without any charge of interest on the money deposited.

Details of Flats, Tentative Reserved Price And Flat Codes					
S.No.	**Locality**	**Locality Code**	**No. of Flats**	**Approx. Range of Plinth Area of flat (in Sqm.)**	**Broad Range of Tentative Reserve Price (Rs. In Lakh)**
Penthouse					
1	Dwarka, Sector 19B, Phase-II (Penthouse)		14	424.767	501
Super HIG					
2	Dwarka, Sector 19B, Phase-II (Super HIG)		170	211.657	250
HIG					
3	Dwarka, Sector 19B, Phase-II		946	171.5 to 186.09	202 to 219
	GRAND TOTAL		**1,130**		

Scheme brochure with detailed terms and conditions for disposal of the **High-end property [para 7(X)] at Dwarka Sector 19B through e-Auction** mode is placed at **Annexure X.**

8.2 Affordable housing with demand [para 7(Y)]:

These inventories of MIG, LIG and EWS are situated in good locality with good connectivity catering to the affordable housing sectors which are likely to generate good demand in the market. It is felt that since these are developed areas with Metro and UER connectivity, these may be put to sale through "draw of lots" mode of disposal as there is sufficient demand in the market for these flats and draw of lots could ensure

maximum participation of general public for disposal of these flats. Since there is already a provision for 100% wait list, it is expected that all the flats in this category will get disposed off easily through draw of lots. It may be noted that **a single applicant is not entitled to more than one flat through Draw of lots.**

Scheme brochure with detailed terms and conditions for disposal of the **affordable housing with demand [para 7(Y)] through 'draw of lots'** mode is placed at **Annexure Y.**

Details of Flats, Tentative Price And Locality Codes					
S.No.	Locality	Locality Code	No. of Flats	Approx. Range of Plinth Area of flat (inSqm.)	Broad Range of Tentative Disposal Price (Rs. In Lakh)
2 BHK/ MIG					
1	Dwarka, Sector 14 ,Phase II	11	316	120.876 to 131.176	132 to 143
2	Loknayakpuram	12	647	134.259 to 140.455	117 to 122
	TOTAL MIG		963		
LIG/One Bedroom					
3	Dwarka, Sector 14 ,Phase II	21	316	91.215 to 99.02	78 to 85
	TOTAL LIG		316		
EWS					
4	Dwarka, Sector 19B, Phase-II	31	728	50.043	26
5	Dwarka, Sector 14 ,Phase II	32	1,008	58.535	34
6	Loknayakpuram	33	224	55.35 to 61.17	29 to 32
	TOTAL EWS		1,960		
	GRAND TOTAL		3,239		

8.3 Inventory in Narela i.e., an area with poor demand [para 7(Z)]

Draw of lots as a mode of disposal in previous housing schemes have failed in case of inventories of Narela with more than 90% of offered stock remaining unsold.

For all practical purposes, Narela continues to be a developing area due to its remote location and lack of metro connectivity and absence of social infrastructure like police stations, shops, dispensaries, etc. The Authority may consider if FCFS mode can be adopted to dispose off these 28,316 newly constructed flats located in Narela.

Though, Regulation 28(a) provides that FCFS mode can also be adopted for "unsold flats" in a developing area, the Authority may decide considering it as a procedural aspect, if the Authority is competent by virtue of substantive powers granted to it in Regulation 5 to dispose property in such other manner and subject to such terms and conditions as decided by the Authority from time to time. Considering the huge pendency of inventory of flats in Narela, it is considered that draw of lots as a mode would not be the right way for disposal and FCFS as a mode would be more successful in disposing off these flats by generating adequate demand due to availability of choices for buyer's to exercise their preference for choosing a flat as well as with the option of amalgamating two adjacent flats.

Scheme brochure with detailed terms and conditions for disposal off the inventory in **Narela i.e., an area with poor demand [para 7(Z)] through First Come First Serve (FCFS) basis** is placed at **Annexure Z.**

Details of Flats, Tentative Price And Locality Codes					
S.No.	Locality	Locality Code	No. of Flats	Approx. Range of Plinth Area of flat (inSqm.)	Broad Range of Tentative Disposal Price (Rs. In Lakh)
HIG					
1.	Narela ,Pocket 3, Sector A1 to A4		368	160.539 to 184.829	150 to 173
2.	Narela ,Pocket 4, Sector A1 to A4		352	160.554 to 185.07	144 to 165
3.	Narela ,Pocket 7, Sector A1 to A4		192	160.931 to 185.221	140 to 161
4.	Narela ,Pocket 14, Sector A1 to A4		272	160.441 to 184.731	141 to 161
	TOTAL HIG		1184		
2 BHK/ MIG					
5	Narela ,Pocket 3, Sector A1 to A4		648	126.096 to140.496	108 to 120

6	Narela ,Pocket 4, Sector A1 to A4		512	126.096 to 140.496	110 to 122
7	Narela ,Pocket 7, Sector A1 to A4		328	126.397 to 140.496	105 to 117
8	Narela ,Pocket 14, Sector A1 to A4		488	118.259 to 140.496	100 to 118
	TOTAL MIG		**1976**		
9	Narela ,Pocket 1,3,4,5,6 Sector G2		7913	49.9	23.17 to 23.25
10	Narela ,Pocket 6,7,11 Sector G7		11,767	49.9	28
	TOTAL LIG		**19,680**		
11	Narela ,Pocket 3, Sector A1 to A4		384	65.841 to 66.321	35
12	Narela ,Pocket 4, Sector A1 to A4		320	61.51 to 61.99	33
13	Narela ,Pocket 7, Sector A1 to A4		200	61.48 to 61.96	32
14	Narela ,Pocket 14, Sector A1 to A4		296	61.25 to 61.73	32
15	Narela ,Pocket 1,3,4,5,6 Sector G2		1,696	34.76 to 35.08	11.54 to 11.67
16	Narela ,Pocket 6,7,11 Sector G7		2,580	34.76 to 35.08	14
	TOTAL EWS		**5,476**		
	GRAND TOTAL		**28,316**		

9. It is also felt that since the restricting criteria of the eligible applicant and his family not owning cumulatively 67 sqm of land/built up property in Delhi would prove detrimental in disposal of these inventories, the same may be done away with for relaxing the entry barrier. Real estate scenario in Delhi has undergone a sea change in terms of both demand and supply factors. DDA is no longer having monopoly over real estate in Delhi and a number of competing builders in Delhi and NCR region are offering houses at competitive prices. Demand for DDA flats as a result has come down and DDA is saddled with huge inventory especially in developing areas like Narela. The Authority has already approved the amendment concerning 67 sqm and it is under consideration of the Ministry. Keeping in view, the insurmountable task of

disposal of huge inventory of more than 44,000 flats, it is felt that the eligibility criteria for the Diwali Special Housing Scheme 2023 may be changed by removing the restriction in cumulative land/built-up property held upto 67 sqm so as to optimize revenues of DDA, in anticipation of Ministry's Approval.

10. There are already various precedents where Authority has approved agenda for implementation in anticipation of formal approvals by Ministry. It may be recalled that in case of DDA Housing Scheme 2019, DDA Housing Scheme 2021 and DDA Special Housing Scheme 2021, the restricting condition of owning any land / built up property in Delhi [as appearing in Regulation 7 of DDA (Management and Disposal of Housing Estates) Regulations, 1968 as stands amended vide Regulations 2022] was adopted as not owning cumulatively 67 sqm of land /built up property in Delhi. This Authority Agenda for amending Housing Regulations was approved by Authority vide agenda item 25/2019 (**Annexure A**) and MoHUA finally approved it in February 2023 when the same was notified (**Annexure B**).

11. Similarly, FCFS scheme was initially implemented with the approval of Authority. An Agenda was approved by the Authority vide item no. 71/2018 (**Annexure C**) in its meeting dated 14.12.2018 to implement ONHS-2019 scheme on FCFS basis and the scheme was launched on 18.01.2019. Subsequently, the scheme was re-launched as FCFS 2022 on 12.09.2022 pending notification of FCFS by MoHUA based on the approved Authority item no. 17/2022 (**Annexure D**). Subsequently with the approval of MoHUA, the DDA (Management & Disposal of Housing Estates) Amendment Regulations, 2022 was published via gazette notification S. No. 723 dated 17.02.2023 (**Annexure B**).

12. With regard to pricing of the flats, the same are done in accordance with the standard costing policy of DDA approved vide Authority agenda item no. 07/2002 (Annexure F). Vide this agenda item, a departure was made from actual costing (no profit no loss principle) to standard costing. The flats which are being proposed to be offered in Diwali Special Housing Scheme includes flats which are under construction and are likely to be completed by March, 2024. For such flats the costing is being done by Finance wing on the basis of data provided by Engineering wing based on revised preliminary estimates (RPE) and provisioning for unforeseen expenditure, if any. It is seen that the pricing already takes care of DDA's administrative expenses as well as minimal margin by way of departmental charges of 15% (LIG and above flats) and

10% for EWS and also premium/surcharge at premium locations i.e., there is 10% surcharge on HIG Jasola and MIG Dwarka flats & 20% on HIG Dwarka and South Delhi flats. It is also proposed to adopt the same formula of premium surcharge in Diwali Special Housing Scheme also and for inventories of HIG, Super HIG & Penthouse at Sector 19B, Dwarka, 20% premium will be adopted vis-à-vis the standard costing policy while determining the reserve price of these flats for the purpose of disposal. Similarly, with regard to MIG flats at Dwarka, Sector- 14, a premium surcharge of 10% would be adopted.

13. The Pre-Determined Rates (PDR) for estimating the price of land is approved by Authority as revised from time to time. The PDR presently being used to derive the land cost upto the HIG category of flats would also be used for estimating the price of land in case of Super HIG & Penthouse. Hence, for the purpose of the scheme, the Authority may kindly consider adoption of PDR applicable to HIG for Super HIG & Penthouse also.

14. The hitherto practice before start of FCFS Phase IV 2023 was that the demand letter used to be issued only after the construction was completed and thereby causing delays of months which used to result in belated realization of capital leading to loss in terms of real value of money. In FCFS Phase IV 2023 we made a departure by issuing demand-cum-allotment letter immediately within 24 hours of the booking of the flat. This ensured reduced time period for realization of money and resulted in quick recovery of DDA's capital.

15. In view of the above facts and circumstances of the matter as narrated at para 12, 13 & 14 above, it is proposed that for smooth disposal of flats and the seamless implementation of Diwali Special Housing scheme, the costing finalized by Finance wing on the basis of costing figures provided by Engineering wing based on RPE and markup for unforeseen expenditure would be **adopted as final/firmed up pricing of these flats.**

16. The following method regarding Maintenance charges is proposed to be adopted by DDA for this scheme.

i. **Upfront Payment as Corpus Fund**: An upfront maintenance charges would be collected as part of the price towards the flat for creation of a "Corpus Fund" as mentioned in the following table:

Unit Typology / Category	Amount of Corpus fund (in INR)
EWS	75,000
1 BHK / LIG	1,00,000
2 BHK / MIG	1,50,000
3 BHK / HIG	2,50,000
4 BHK / Super HIG	3,00,000
5 BHK / Penthouses	3,50,000

- The corpus fund will be used for major maintenance works carried out in the Housing Estate i.e., the concerned housing pocket.
- Once the RWA is formed for the concerned housing pocket, this fund will be handed over to them by DDA for future maintenance of the housing pocket.

ii. **Monthly Maintenance Charges:**

- For regular day to day recurring maintenance of the housing pocket, a minimal charge Rs 1.5 to Rs 3 per sq. ft. per month (on super plinth area) will be taken by the DDA.
- The monthly charges will be taken up as an upfront payment for 1 year. Moreover, in case the RWA is not formed within 1 year, the same will be taken up on actuals for consecutive years.

17. For the flats which are nearing the stage of completion, if the flats are not ready to be handed over within 3 months from the last date of e-Auction or the date of draw of lots, then demand cum allotment letter (DAL) will be issued for only 75% of the demand amount/disposal price of the flat. Further, a separate DAL will be issued for rest of the 25% demand amount at the time when the flats are ready for physical possession. If the flats are not ready for physical possession even after 6 months of the issue of DAL, then the allottee can avail the provision for refund of the total deposit paid at the rate of 4% simple interest per annum (no interest would be accrued for the EMD component). However, if the allottee wishes not to opt for refund, then he will be

not be entitled for any interest for the intervening period till the time he gets the possession. In case the delay in taking of physical possession is attributable on the part of allottee due to non-completion of codal formalities, non-payment, etc., then it shall be at the risk of allottee and DDA will not be liable to pay any interest in case of refund. The above has been elaborated in the draft brochures at Annexures X and Y.

PROPOSAL

18. Authority is requested to accord approval for launching of Diwali Special Housing Scheme 2023 for the newly constructed flats through different modes of disposal as follows:

I. Authority may kindly consider whether to dispose off the High-end property [para 7(X)] at Dwarka Sector 19B through e-Auction mode with terms and conditions as stated in **Annexure X** in light of the facts & legal position stated at para 8.1 above.

II. Authority may kindly consider whether to dispose off the affordable housing flats with demand [para 7(Y)] through 'draw of lots' mode with terms and conditions as stated in **Annexure Y** in light of the facts & legal position stated at para 8.2 above.

III. Authority may kindly consider whether to dispose off the inventory in Narela i.e., an area with poor demand [para 7(Z)] through First Come First Serve (FCFS) basis with terms and conditions as stated in **Annexure Z** in light of the facts & legal position stated at para 8.3 above.

IV. Authority may kindly consider whether to adopt the relaxed/modified Eligibility criteria of doing away with the requirement of owning cumulatively 67 sqm of land/built-up property in Delhi by self/family as approved by the Authority vide agenda item no 33/2023 **(Annexure E)** pending MoHUA's approval for disposing off flats as detailed at the table in para 7 above under the proposed Diwali Special Housing Scheme 2023.

V. Authority may kindly consider whether to adopt the existing PDR applicable to HIG category of flats for Super HIG & Penthouse also. Further, Authority may kindly consider whether to adopt the standard costing policy of DDA while determining the reserve price of these flats (excluding maintenance charges

which will be demanded separately during issuance of DAL) for the purpose of disposal of these high-end flats through e-Auction.

VI. In light of observations at paras 12, 13, 14 & 15 to ensure smooth disposal of flats and seamless implementation of Diwali Special Housing scheme 2023, the costing finalized by Finance wing on the basis of costing figures made available by Engineering wing based on RPE and markup for unforeseen expenditure, would be adopted as final/firmed up cost of these flats and actual cost wherever available & finalised by finance, in case of completed flats.

VII. Authority may kindly approve the proposal for charging the upfront payment towards the corpus fund for major repairs and monthly maintenance charges on per sqft basis as proposed in para 16.

VIII. Authority may approve the proposal for staggered payment and refund of amount with simple interest in the case of flats nearing completion, which are not ready to be handed over for physical possession, as proposed in para 17.

19. Authority is also requested to accord approval in respect of Authorization to Vice Chairman as follows:

Authorization to Vice Chairman:

I. Other terms and conditions of the scheme not specifically mentioned above will be detailed out at the time of launching of the scheme and Vice-Chairman, DDA will be the competent authority to decide number of flats in each mode of disposal as stated at para 18 above and also changes in terms & conditions, if any.

II. VC, DDA be authorized for relaxing the terms & conditions, simplifying the procedures of the scheme and process of conveyance deed, to ensure smooth disposal of flats under the scheme.

RESOLUTION

Annexure X

Subject: - Diwali Special Housing Scheme 2023 (Online Scheme through e-Auction) for disposal of approx. 1130 newly constructed/soon to be completed flats at Dwarka (Sector 19B).

1. **SCHEME: -**

1.1 The Scheme is titled as **"Diwali Special Housing Scheme 2023 (Mode of disposal: e-Auction)"** of the Delhi Development Authority for disposal of newly built-up/soon to be completed flats through end-to-end online system.

2. **Schedule of Bidding Process**

e-Auction for Residential Flats

Sr. No.	Event	Date
1.	Date of advertisement/issue of notice for e-auction of flats	16.11.2023
2.	Registration & Submission of EMD Starts	20.11.2023
3.	Help Desk operational for training and information on e-auction	20.11.2023
4.	Last date of Online Registration for participating in e-auction & submission of online EMD	06.12.2023 (up to 6:00 P.M.)
5.	Commencement of online e-Auction (flat-wise schedule to be announced subsequently)	20.12.2023 onwards

(Any changes in above schedule will be notified only on DDA website www.dda.gov.in and https://eservices.dda.org.in

3. **DISCLAIMER**

The information contained in this e-Auction document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Delhi Development Authority (DDA in short) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-Auction document and such other terms and conditions subject to which such information is provided.

This e-Auction document is not an agreement and is neither an offer nor invitation by DDA to the prospective Applicants or any other person. The purpose of this e-Auction document is to provide interested parties with information that may be useful to them in the formulation of their application for expressing their interest pursuant to this e-Auction (the "Application"). This e-Auction document includes statements, which reflect various assumptions and assessments arrived at by DDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-Auction document may not be appropriate for all persons, and it is not possible for DDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-Auction document. The assumptions, assessments, statements and information contained in this e-Auction document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-Auction document and obtain independent advice from appropriate sources.

Information provided in this e-Auction document to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-Auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Auction document.

DDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-Auction document. DDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Auction document.

4. GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS

4.1. Delhi Development Authority (DDA) invites e-Auction for the sale of Residential Flats as per details described at **ANNEXURE:A** under the Delhi Development Authority (Disposal of Housing Estates) Regulations, 1968, on 'as is where is basis' as per the Terms and conditions described in the Auction Document. It will be presumed that the bidder has visited the flat/site and satisfied himself/herself with the prevalent flat/site conditions in all respects including status and infrastructural facilities available, etc. before participating in the e-Auction and submitting the bid.

4.2. Only registered bidders, who are eligible and have paid EMD online, will be able to participate in this e-Auction which will be in online mode only.

4.3. **Format and Signing of Proposal:** Bidders shall provide all the information as per this e-Auction Document and in the specified formats. DDA reserves the right to reject any Proposal that is not in the specified formats.

4.4. **Proposal Preparation Cost**: The Bidder shall be responsible for all the costs associated with the preparation of his Proposal for bid and participation in the bidding process. DDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

4.5. **Language and Currency:** The Proposal and all related correspondence and documents shall be available in both English & Hindi language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR). If there is any discrepancy/contradiction in translation from English to Hindi, the language used in English version shall hold good.

4.6. **Cost of e-Auction Document:** The bidders have to download e-Auction Documents from DDA website www.dda.gov.in or https://eservices.dda.org.in free of cost.

4.7. **Clarifications:** To assist in the process of evaluation of Proposals, DDA may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by E-mail. No change in the substance of the Proposal would be permitted by way of such clarifications.

4.8. **Amendment of e-Auction Document:** At any time prior to the Proposal Due Date, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the **e-Auction** Document, including the Reserve price

of the flats. Any modification thus issued will be informed to all the prospective bidders by notifying on DDA website as well as e-Auction website. Such modification will be binding upon all bidders participating in e-Auction process.

4.9. **Confidentiality:** Information relating to the e-Auction process shall not be disclosed to any person not officially concerned with the process. DDA will treat all information submitted as part of Proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

4.10. **DDA's Right to Accept or Reject Proposal:** DDA reserves the right to accept or reject any or all of the Proposals/e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

4.11. **Force Majeure:** If due to any "Force majeure" events or such circumstances beyond DDA's control, DDA is unable to handover the possession of the allotted residential flat within 6 months after issue of demand-cum-allotment letter, entire deposit made, depending on the stage of allotment will be refunded along with simple interest (however, no interest would be accrued for the EMD component) at the rate of 4% per annum.

5. ELIGIBILITY:

5.1. The applicant must be a citizen of India.

5.2. He/ She should have attained the age of majority i.e., an applicant should have completed 18 years of age as on the last date of submission of the application and legally competent to enter into a contract.

5.3. There shall be no restriction with regard to owning any land/built up property in Delhi.

5.4. The applicant should give particulars of his/her savings account in any Bank **in the name of the applicant only** in the 'Application Form'.

5.5. Applicant must have Permanent Account Number (PAN) allotted under the provisions of the Income Tax Act and the same must be quoted in the Application Form.

5.6. In case of joint application under SC/ST Reserved Category, the joint applicant/co-applicant should be from within the Family, as defined in clause (5.8) below.

5.7. In case of joint application under war widows, Persons with Disabilities (Divyangjan), ex-servicemen and other reserved categories, the applicant himself/herself should fall within the respective reserved category and the joint applicant/co-applicant should be from within the Family as defined in clause (5.8) below.

5.8. Family for clause (5.7) and (5.8) above means a person or his/her parents or his/her blood relatives or his/her spouse or any of his/her dependent relative/s including unmarried children.

6. E-AUCTION DETAILS FOR PRESENT AUCTION

6.1. Prospective bidders shall ensure the following before participating in e-Auction.

6.2. Participants have to get themselves registered on the e-auction portal which can be accessed on visiting https://eservices.dda.org.in & pay **an amount for Rs 2,360/- [Rs. 2000 + GST (18%)] which is non-adjustable & non-refundable, separately against each flat** they wish to bid for towards processing fee. Help is provided to the prospective bidders for registration at DDA Help Desk, Vikas Sadan, INA, New Delhi.

6.3. Participants shall safely keep their User ID and password, which will be issued by the online service provider upon registration, and which is necessary for e-bidding.

6.4. Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

6.5. DDA will not be responsible for any unauthorized use of login credentials. It will be sole responsibility of the applicant to regularly check the portal i.e., www.dda.gov.in & https://eservices.dda.org.in for any updates.

6.6. Bidders are advised to change the password immediately on receipt from the e-Auctioning portal.

6.7. The process of Application, Issuance of Demand Letter, Cancellation, Possession letter, Conveyance Deed etc. and uploading of documents will be through On-Line Mode only. Applicants are advised to keep their login credentials safe with them and not to share the same with anyone. DDA will not be responsible for any unauthorized use of login credentials. It will be sole responsibility of the applicant to regularly check the portal i.e., https://eservices.dda.org.in/ for any updates.

6.8. **Earnest Money Deposit (EMD)**

6.8.1. In order to participate in the Bidding Process, the prospective Bidder is required to make online payment as mentioned in the table below towards Earnest Money Deposit **separately against each flat** they wish to bid for, through e-payment gateway of e-Auction portal, to be eligible for participation in the e-Auction.

Sno.	Flat Category	EMD
1	HIG	Rs. 12,00,000/-
2	Super HIG	Rs.15,00,000/-
3	Penthouse	Rs. 20,00,000/-

6.8.2. The EMD shall be payable on-line through NEFT/RTGS/E-PAYMENT on e-Auction portal which can be accessed on visiting **https://eservices.dda.org.in**. Detailed instructions to guide the bidder through the e-Payment steps are available on the said portal/website.

6.8.3. No offer/bid shall be accepted without successful payment of Earnest Money Deposit (EMD) within the stipulated time.

6.8.4. The Earnest Money Deposit will be adjusted in the payment against the premium of bid payable to the Authority by the successful Bidder (H-1 Bidder).

6.8.5. The Earnest Money Deposit paid by the bidders, whose offers have not been accepted shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful bidders generally within 30 days of the last date of the bidding. The advance deposit shall not be adjusted against any other scheme.

6.8.6. Only the Applicants making successful payments of EMDs within the stipulated date, shall be allowed to participate in the e-Auction process.

6.9. **Submission of the Application Form:**

6.9.1. The intending bidders can register/ participate in the bidding process once they get themselves registered on the e-Auction portal which can be accessed on visiting https://eservices.dda.org.in.

6.9.2. For participation in this process, the intending Bidders are required to submit/ pay EMD as stated in clause 6.8.1 above. All payments are required to be made online.

6.9.3. Bid received by Post /Courier shall not be entertained.

6.9.4. **Application form of each flat is to be submitted separately with separate EMDs & processing fee.**

6.10. To strengthen the bidding process, only those flats will be made available for bidding in which there are at least 3 registered bidders i.e., at least 3 people have paid EMDs against that flat. In case there are less than 3 EMDs received for a flat, that flat will not be included for the bidding and will be put up for next e-Auction of DDA.

6.11. Applicant may bid for multiple flats but he has to deposit EMD for each flat separately. In case the applicant succeeds as highest bidder in one bid then the bidding process for that applicant for his/ her other applications will get automatically locked. For example, during e-bid process if a person has applied for four flats, (say A, B, C, D) then he will have a visibility of only those four flats out of all the flats which are available for auction. And during the process if that person becomes highest bidder in one particular flat say on flat no. A, then his bidding capacity will get locked in other three flats i.e. in flat No. B, C & D. And finally, if that person is highest bidder in one flat, EMDs of other three flats will get refunded. If the person doesn't succeed in becoming highest bidder in anyone of the flats, then his EMDs of all the flats will get refunded.

6.12. It may be noted that **a single applicant is not entitled to more than one flat** in the e-Auction although the applicant can bid for multiple flats.

6.13. **Bid Timings & Reserved price**

6.13.1. The Bid timings for the e-Auction will be announced on DDA website & participants are requested to visit the DDA website regularly for any updates.

6.13.2. Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatever reason. If done so, the EMD amount shall be forfeited.

6.13.3. The bidders are required to quote for the rate with reference to the flat put on e-Auction over and above the reserve price mentioned in the **Annexure-A**. e-Auction will start and end as per schedule mentioned in offer document. The

bid for e-Auction shall start with minimum one increment above the reserve sale rate. The reserve price as mentioned in the document may not be treated as final price. Minimum increment of bid in e-Auction shall be as given in table below:

Category	Increment value per flat or multiple thereof
Penthouse flats	Rs. 2,00,000 (Increment Value)
Super HIG flats	Rs. 1,50,000 (Increment Value)
HIG Flats	Rs. 1,00,000 (Increment Value)

6.13.4. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him/her (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the DDA/Service provider. Hence bidders are cautioned to be careful to check the bid amount, and alter/rectify their bid if required, before confirming the bid submitted.

6.14. **Time Extension:** If the bidding continues till the last 5 minutes of the scheduled/extended closing time of auction, the bidding time shall be automatically extended for further 5 minutes. The bidding will be extended for a maximum of 20 times.

6.15. **Training and Assistance Booth for the prospective Bidders:** For facility of the prospective bidders, a Helpdesk will be set up at Nagrik Suvidha Kendra, DDA Office, D-Block, Vikas Sadan, INA, New Delhi-23. Prospective bidders can get the required training and information on e-Auctioning process during working hours.

6.16. **Note of caution for the Bidders:**

6.16.1. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.

6.16.2. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the e-Auction. Failure to furnish

all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the e-Auction shall be at Bidder's own risk and may be liable for rejection.

6.17. **UNCONDITIONAL BIDS:**

Bidders may note that DDA will not entertain any deviations from the e-Auction Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the e-Auction Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

6.18. **REJECTION OF BIDS:**

DDA reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The DDA may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

i. Made misleading or false representations in the e-Auction reply or documents in support of mandatory criteria.
ii. Submitted a proposal online that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their participation in the e-Auction shall not be considered.
iii. Failed to provide clarifications related thereto, when sought;
iv. Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of their bid.
v. Any superfluous documents/document not related to the mandatory criteria may result in summary rejection of bid. All participating bidders are clearly instructed

to attach only those documents which are relevant to the scope of work/mandatory criteria as specified in the e-Auction document and not any other work.

6.19. **BIDDER'S RESPONSIBILITY -** The following due diligence/deliberation is the sole responsibility of the bidder:

6.19.1. The flats are being offered by DDA on As-Is-Where-Is Basis. The Bidder may carry out field visit to assess the flats offered at any time at his own cost.

6.19.2. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of e-Auction Document will be at the Bidder's own risk.

6.19.3. It would be deemed that prior to the submission of Proposal, the Bidder has:

i. Made a complete and careful examination of requirements, and other information set forth in this e-Auction Document;

ii. Received all such relevant information as it has requested from DDA; and

iii. Made a complete and careful examination of the various aspects of the Project that might affect the Bidder's performance under the terms of this e-Auction Document.

iv. DDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

7. REFUND OF EMD TO APPLICANTS:

7.1. Successful Applicants (No refund in case of surrender)

7.1.1. The applicants are advised to satisfy themselves with regard to location, price, existing facilities in the surrounding area and other related issues before applying for allotment of a flat under this scheme. In **case of surrender of flat after successful declaration of H1 bidder through online e-Auction, full EMD (para 6.8.1) applicable will be forfeited.**

7.2. **Unsuccessful Applicants**

7.2.1. For getting the admissible refund of EMD in case of unsuccessful applicants in online e-Auction, the Applicant has to clearly mention his/her Saving Bank Account number, the IFSC Code etc. in the Application Form for refund of the applicable EMD. In case, the application is in joint name, refund will be made in the name of the first applicant only and therefore, only his/her Bank Account No. should be given in the Application Form. The Bank Account should not be an **NRE/NRO ACCOUNT/ CURRENT ACCOUNT.**

Note: The Applicants are requested to ensure that the Bank details provided for the applicable refund should match with the applicant's name mentioned in the online application form.

7.2.2. In case the EMD has been paid from the Account of the Firm/Company, etc. of the Applicant, still for the purpose of refund, only the applicant's Bank details have to be provided. In case of mismatch of account number, IFSC Code, payee's name, the bank would not be in a position to refund the EMD through ONLINE mode. In order to avoid such a situation, the applicant is advised to recheck the bank details before submitting the Application Form. **DDA will not be responsible for any delay of refund in cases of mismatch in the bank account details provided by the applicant.**

8. **RESERVATIONS:**

8.1. The details of reservations under this Scheme are as under:

8.1.1. 15% of the flats for applicants belonging to Scheduled Castes (SC); and

8.1.2. 7.5% of the flats for applicants belonging to Scheduled Tribes (ST);

8.1.3. 1% for War Widows and those receiving liberalized pension from Armed/Paramilitary Services (Next of Kin)

8.1.4. 5% reservation for Persons with Disability (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016.

8.1.5. 1% for Ex-servicemen.

8.2. The reservations, as above, are admissible strictly with reference to the number of flats available in a locality.

8.3. In case number(s) of flats in respect of reserved category comes to a fraction i.e., less than 0.5 it would be rounded off to zero and if it is 0.5 or more it would be rounded off to one.

8.4. With regard to the flats for different reserved categories, the same will be carved out from the available inventory through draw of lots. The e-Auction will be carried out among the respective reserved categories.

8.5. If requisite numbers of applications are not received from the above mentioned five categories, all remaining flats shall be subsequently opened to all categories in the next phase of e-Auction which will be announced separately.

9. DOCUMENTS TO BE SUBMITTED AFTER ONLINE E-AUCTION & BEFORE POSSESSION OF FLAT:

9.1. **For all categories:**

9.1.1. Self-attested copy of PAN Card (Permanent Account Number) issued/allotted by Income Tax Department.

9.1.2. Identity Proof e.g., self-attested copy of passport, government Identity Card, Election ID card, Driving License, Ration Card with Photo (of the person whose photo is affixed) or Aadhaar Card. (Upload any one)

9.1.3. Proof of residence e.g., self-attested copy of passport, government Identity Card, Election ID card, Ration card, Driving License, Telephone Bill, Electricity Bill, Water Bill, House Tax Receipt, Bank Pass Book (page carrying name and address of the allottee) or Aadhaar Card. (Upload any one)

9.2. **For reserved category:**

9.2.1. In addition to documents mentioned in (6.1) above, successful applicants of the Categories as mentioned above have to submit the followings also:

9.2.2. An attested copy of the original caste certificate issued by the District Magistrate/Sub Divisional Magistrate of the area concerned in case the applicant belongs to the SC/ST Category.

9.2.3. An attested copy of the original handicapped certificate issued by the Medical Board or a Govt. Hospital in case the applicant is applying under the reserved category of Persons with Disability (Divyangjan). A self-attested copy of

guardianship certificate issued by the competent authority, wherever applicable, is also to be attached.

9.2.4. An attested copy of Discharge Certificate from the competent authority of Ministry of Defence/Armed Forces in case of ex-Servicemen.

9.2.5. An attested copy of "Requisite Certificate" issued by the Ministry of Defence/Armed Forces/Para Military Forces, in case the successful applicant comes under category of War-Widows/Next of Kins which would include those receiving liberalized pension.

9.3. **Other Documents:**

9.3.1. A Self-attested copy of Bank Account Pass Book/Bank Statement from which the price of the Flat has been deposited along with payment proof.

9.3.2. Affidavit as per proforma given in **Annexure- 'C' of the scheme brochure.**

9.3.3. Undertaking as per proforma given in **Annexure- 'D' of the scheme brochure.**

9.3.4. **In addition to above the document mentioned in the Online Portal for Possession needs to be submitted with supporting documents, if any, required.**

10. RESERVE PRICE OF THE FLATS:

The tentative reserve price of the flats is given at Annexure "**A**". The reserve price of the flats is calculated in accordance with the DDA's standard costing policy as per the plinth area of the flats including common area. The reserve price does not include maintenance charges as detailed at para 16.2 and the same shall be charged at the issuance of DAL. The variation in reserved price within category, if any, is due to variation in plinth area including common area of the flats. The reserve price for these flats has been arrived at as per the price applicable for FY 2023-24. **Bidding will not be permissible below the reserve price of the residential flat**. The disposal price will be the price quoted by the highest bidder i.e., H1 bidder at the end of the e-Auction process.

Note: The disposal price i.e., the amount quoted by the highest bidder doesn't include the maintenance charges, conversion charges for freehold property as applicable and water connectivity charges of Rs. 2000/-.

11. RESULT OF ONLINE E-AUCTION: -

11.1. The results of the online e-Auction shall be displayed on DDA's website **i.e.,** www.dda.gov.in & https://eservices.dda.org.in/.

11.2. It shall be the sole responsibility of the applicant to check the result of the online e-Auction from the website of DDA.

11.3. The demand-cum-allotment letters will be issued to the successful H-1 bidder after approval of competent authority, through online mode of AWAAS portal https://eservices.dda.org.in/ only and it will be the sole responsibility of the applicant to regularly check the online portal for any updates.

11.4. The flat which do not receive any bids will be offered by DDA subsequently as per its own discretion as decided by the Authority.

12. PERIOD OF PAYMENT: -

12.1. The price of the flat is to be deposited within 60 days from the date of issue of Demand-cum-Allotment letter.

12.2. The allotment belonging to persons with disability (Divyangjan) will have two options of payment i.e., allotment on hire purchase basis or on cash down basis. The initial payment in case of hire purchase allotment would be 25% of the total price, that has to be deposited within 60 days. Rest of the amount would be taken in monthly instalments over a period up to 15 years.

12.3. Further time of 30 days, over and above the period as stated in para 12.1 and 12.2 above, will be available to the allottees subject to payment of interest at the rate of **10% p.a (simple interest).**

12.4. If the demanded amount is not paid by the allottee within the time prescribed in Demand-cum allotment letter, the allotment of flat will stand cancelled without any notice and will be made available for allotment to others. In such an event, **the entire EMD will be forfeited.**

12.5. For the flats which are already completed and are in ready to move in condition, demand cum allotment letter will be issued for payment of 100% demand amount to be paid within period as stipulated in para 12.1, 12.2 and 12.3.

12.6. For the flats which are nearing the stage of completion, if the flats are not ready to be handed over within 3 months from the last date of e-Auction, then demand

cum allotment letter (DAL) will be issued for only 75% of the demand amount/disposal price of the flat which will have to be paid by the allottee within 60 days of the issuance of this demand letter. Further time of 30 days, over and above this period of 60 days, will be available to the allottees subject to payment of interest at the rate of **10% p.a (simple interest).**

12.7. For the flats mentioned at para 12.6 above, a separate demand cum allotment letter will be issued for rest of the 25% demand amount as stated in the demand-cum-allotment letter at the time when the flats are ready for physical possession. This 25% will have to be paid by the allottee within 60 days of issuance of this demand letter. Further time of 30 days, over and above this period of 60 days, will be available to the allottees subject to payment of interest at the rate of **10% p.a (simple interest).**

12.8. If the flats are not ready for physical possession within 6 months of the issue of DAL as mentioned at para 12.6, then the allottee can avail the provision for refund of the total deposit paid at the rate of 4% simple interest per annum (no interest would be accrued for the EMD component). However, if the allottee wishes not to opt for refund then he will not be entitled for any interest for the intervening period till the time he gets the possession. In case delay in taking of physical possession is attributable on the part of allottee due to non-completion of codal formalities, non-payment, etc., then it shall be at the risk of allottee and DDA will not be liable to pay any interest for the delay period in case of refund.

12.9. It is clarified that no interest shall be charged while issuing the demand letter for this remaining 25% of the demand issued for the intervening period between the issuance of the 2 demand letters as stated at para 12.6 and para 12.7.

12.10. The delay in payment upto 2 days beyond 90 days (i.e. 60 days' interest-free period & 30 days' interest @10%) will be automatically condoned. The delay in payment up to further 90 days may be allowed with the approval of Competent Authority with penal interest @14 % subject to the condition that at least 25% of the price have been received as mentioned above. The delay will be regularized as per the delegation mentioned below:

Sno.	Period of delay	Competent Authority
1.	Up to 2 days	Automatically condoned (with 10% interest)
2.	3 to 90 days	Vice Chairman (with penal interest @14 % on the remaining amount subject to the condition that at least 25% of the price have been received as per DAL)

12.11. Beyond the stipulated time as mentioned (in above para 12.10) no request for further regularization will be entertained in any case & thereafter it shall be deemed as an automatic cancellation of allotment.

13. METHOD OF PAYMENT OF DEMANDED AMOUNT:

The EMD/application processing fee may be paid from any account through NEFT/RTGS/Net Banking **through online challan generation only**. Any charges, of whatever in nature, in this regard shall be borne by the allottee. Applicants should not use the same generated NEFT challan for multiple payments.

The allotment of flats shall be made on cash down basis only except by the applicants belonging to PwD (Persons with Disability (Divyangjan)) category who will have the options of making payment either on "Cash Down" basis or in Equated Monthly Instalments (EMIs) on terms and conditions as applicable in their case.

14. MORTGAGE/AVAILING LOAN:

The allottee can avail housing loan by mortgaging the flat to following institutions without prior approval of the DDA subject to the condition that the first lien will be of the DDA to the extent of recovery of all outstanding dues including disposal/demanded price. However, an intimation regarding institution to which it has been mortgaged must be sent to concerned Housing Branch, DDA, Vikas Sadan, New Delhi:

14.1. Government of India; State Government; Union Territory Administration;

14.2. Public Sector Undertakings / Autonomous Bodies;

14.3. Nationalized Banks;

14.4. Life Insurance Corporation of India; General Insurance Corporation of India;

14.5. Housing Development Finance Corporation;

14.6. Cooperative Banks;

14.7. MCD; NDMC;

14.8. All joint sector companies irrespective of the percentage of shareholding;

14.9. University of Delhi;

14.10. All organizations, private or public, which receive the approval of Govt. of India, State Govt. for the purpose of general mortgage permission and are recognized by RBI as a Housing Finance Company;

14.11. All Financial Institutions extending loans to individuals for house building, if they are leading companies with good market standing and repute say with a capital base of Rs.5 Crores or so;

14.12. All Financial Institutions/Banks which are controlled by RBI or the Govt. of India irrespective of the percentage of Govt. shareholding;

14.13. All public companies with a capital base of Rs.5 Crores provided they have a Scheme for granting Housing Building Advance/Loan to their employees and the mortgage is required for grant of such advances.

15. MISUSE, ADDITIONS AND ALTERATIONS, ETC.:

The flat shall be used only for residential purpose and cannot be put to any other use. The allottee shall not be entitled to sub-divide the dwelling unit or amalgamate it with any other dwelling unit or to make any structural additions/alterations.

16. RESPONSIBILITY FOR THE MAINTENANCE OF COMMON PORTIONS AND COMMON SERVICES, ETC.: -

16.1. Every allottee shall be required to become a member of the Registered Agency/Association of Apartment Owners to be formed for the purpose of maintenance of common portions and common services for these housing pockets, in accordance with the provision of the law in force for the time being i.e., DDA (Management & Disposal of Housing Estate) Regulation 1968 in this behalf before the possession of the flat is handed over to him/her. **Only one RWA will be registered for one pocket**

which will be considered as one Housing Estate. All allottees of each pocket shall mandatorily have to become member of the concerned RWA.

16.2. The following method regarding Maintenance charges is applicable for this scheme.

i. **Upfront Payment as Corpus Fund**: An upfront maintenance charges would be collected as part of the price towards the flat for creation of a "Corpus Fund" as mentioned in the following table:

Unit Typology / Category	Amount of Corpus fund (in INR)
HIG	2,50,000
Super HIG	3,00,000
Penthouse	3,50,000

- The corpus fund will be used for major maintenance works carried out in the Housing Estate i.e., the concerned housing pocket.
- Once the RWA is formed for the concerned housing pocket, this fund will be handed over to them by DDA for future maintenance of the housing pocket.

ii. **Monthly Maintenance Charges:**

- For regular day to day recurring maintenance of the housing pocket, a minimal charge of Rs 2.5 to Rs 3 per sqft per month (on plinth area) will be taken by the DDA.

Unit Typology / Category	Monthly Maintenance Charge per sqft per month (in Rs)
HIG	2.50
Super HIG	3.00
Penthouse	3.00

- The monthly charges will be taken up as an upfront payment for 1 year as part of the pricing. Moreover, in case the RWA is not formed within 1 year, the same will be taken up on actuals for consecutive years and the necessary arrangement for the same would be communicated to the residents for implementation.

Charges mentioned at (i) & (ii) above i.e., upfront payment as corpus fund & monthly maintenance charges for 1 year would not be included in calculation of the reserve price. The same would be charged in the demand at the time of issuance of demand cum allotment letter.

16.3. The demand cum allotment letter will include the Upfront Payment as Corpus Fund & Monthly Maintenance Charges for 1 (one) year as stated in para 16.2 being part of the reserve price. DDA will undertake day to day maintenance from the amount collected towards maintenance charges for a period of 1 (one) year or formation of RWA whichever is earlier. In case the RWA is formed before completion of 1 year the balance maintenance fund will be transferred to the RWA registered with DDA. The fund becomes operative from the date the first demand-cum-allotment letter is issued.

16.4. The individual flat owners will be fully responsible for all internal maintenance of their flats after they take over the possession.

16.5. Day to day maintenance including maintenance of green areas, cleanliness of campus/colony/housing pocket, replacement of light fittings in common areas, maintenance and operation of lifts, payment of electricity bill for common areas etc. will be the responsibility of concerned RWA.

16.6. For common areas which are common to several housing pockets/ colonies, the responsibility of maintenance will be with urban body, after the area is handed over to the urban body. Till such time that the area is handed over to urban body, maintenance will remain with DDA. While handing over, DDA will clearly mark the area to be maintained by the urban body and area to be maintained by RWAs.

16.7. Those facilities which are common to more than one RWA like Community Centre, Gyms etc. will be maintained by DDA.

17. MIS-REPRESENTATION OR SUPPRESSION OF FACTS: -

If it is established that the applicant has applied although he was not eligible as per conditions laid down in Clause 5 or has falsely claimed the benefit of reservation or has given false affidavit/information including quoting wrong PAN number or suppressed any material fact at any time whatsoever, the application/ allotment will be rejected/cancelled summarily without issuing any show cause notice for the same and

the entire amount deposited by the allottee will be forfeited. However, if by any chance multiple allotments are made in the e-Auction to a particular individual who has submitted multiple applications in such cases all the allotments to the particular individual would be cancelled and EMD forfeited. This would be without prejudice to DDA's right to take such other action as may be permissible in law, including lodging a police complaint/FIR for misrepresentation to a Govt. Authority.

18. POSSESSION OF FLATS: -

18.1. The allottee shall be entitled to take possession only after he/she has paid all the dues and completed all the requisite formalities, and furnished/executed all the required documents mentioned in the scheme brochure /the demand-cum-allotment letter.

18.2. **Possession letter will be issued through online mode only, and the allottee has to upload self-attested copies of the requisite documents.**

18.3. **After issuance of Possession letter, allottee has to take physical possession.** If the allottee does not take possession of the flat within 3 months from the date of issue of possession letter, he/she shall be liable to pay watch and ward charges at the prescribed rates beyond the period of 3 months from the date of issue of possession letter.

18.4. The flats are being offered on "as is where basis". DDA will not entertain any request for additions or alterations or any complaints whatsoever, regarding property circumstances as defined in Regulation 19 of the DDA (Management & Disposal of Housing Estate) Regulation 1968. DDA shall also not entertain a complaint about price of flat, its design, the quality of material used, workmanship or any other defects.

18.5. **In case allottee has deposited the full price but has not submitted the requisite documents/ formalities within 3 months from the date of payment of full price, applicable watch and ward charges will be levied upon him/her for the period delayed beyond 3 months and up to the month in which the complete documents are submitted or formalities are completed.**

19. CONVEYANCE DEED: -

19.1. The Conveyance Deed (Free Hold Deed) papers will be issued **online** after receiving a request by allottee after taking over physical possession of the flat. The allottee may reserve a date for execution of Conveyance Deed online. The expenditure on e-stamping and other expenses on account of registration of Conveyance Deed, etc. in this regard shall be borne by the allottee.

19.2. The allottee shall not be entitled to transfer or otherwise part with the possession of the whole or any part of the flat before execution of Conveyance Deed. In the event of sale/ transfer being made without execution and registration of Conveyance Deed, such sale/transfer shall not be recognized by DDA and allotment of such flats will be cancelled.

19.3. The Conveyance Deed in the prescribed format transferring the title to the flat shall be executed in favor of the original allottee, only after taking over physical possession of the flat, which shall be registered with the Sub-Registrar as per law, upon receipt of all other dues provided the original allottee has not in any manner sold, transferred or alienated the whole or any part of the flat by any agreement, of whatsoever nature and/or parted with possession thereof.

19.4. **Date of execution of Conveyance Deed will be reserved by allottee through online mode only. Allottees are required to upload the copy e-stamp papers of the requisite value before reservation of date of execution of conveyance deed. On the reserved date, Allottees will have to come with all the original documents for the purpose of verification.**

19.5. In the event of death of the original allottee prior to execution of Conveyance Deed, the Conveyance Deed shall be executed in favor of the legal heir(s) of the original allottee, as per policy/guidelines of DDA in respect of mutation.

20. STATUS OF THE ALLOTTEE:

All allotments shall be made on free hold basis. However, the title shall be transferred only when the Conveyance Deed is executed in favor of the allottee and it is registered in the office of the sub-Registrar, GNCTD. For Persons with Disability (Divyangjan) Conveyance Deed will be executed after realization of entire price of flat along with interest and other dues if any in case they choose to get allotment on hire –purchase basis.

21. INSPECTION OF FLAT:

21.1. The applicants are advised to visit the site and inspect the flats and satisfy themselves with regard to location, size and price of flats before applying under this scheme.

21.2. Sample flats are located at following locations and will be available for inspection of Public on ALL SEVEN DAYS from 10:00 AM to 06:00 PM. During the period scheme is open a representative of DDA will be available On-site during these hours to facilitate inspection. The contact numbers and addresses of the concerned Divisional Executive Engineers to facilitate visit and inspection of the sample flat is as below:

Location	Type of flat	Address of sample flat	Name of Divisional Executive Engineer/ Nodal officer & Contact No.
Dwarka, Sector-19B	Penthouse	E-1202	1. Sh. Afzal Husain, AE(DPD-4): 8875044794 2. Sh. Arvind Kumar Rai, AE(DPD-4): 6204039380
	Super HIG	E-201	
	HIG	E-203	

21.3. A dedicated call Centre will also start functioning at Vikas Sadan from the date of launch of the Scheme, for resolving the issues of general public, if any.

22. PREFERENTIAL ALLOTMENT: -

22.1. 5% reservation is kept for persons with disability (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016. While reserving the same, attempt shall be made to reserve such flats at ground floor wherever possible/available. However, in case of non-availability of ground floor flats, such reservation may be made on other floors.

22.2. The allotment belonging to persons with disability (Divyangjan) will have two options of payment i.e., allotment on hire purchase basis or on cash down basis. The initial payment in case of hire purchase allotment would be 25% of the total price i.e. H1 bid value. Rest of the amount would be taken in monthly instalments over a period up to 15 years.

22.3. 5% rebate in the price i.e. H1 bid value subject to a maximum of 1.00 lakh will be given to such allottees who are allotted flat under the above quota. The other conditions of allotment will remain the same. The conveyance deed papers will be executed in the name of original allottees only.

22.4. The letter of allotment of such flats would specifically state that alienation of possession of the flat prior to 15 years or payment of price of flats with interest and other dues whichever is earlier, from the delivery of possession to the allottee would result in automatic cancellation of the flat and under no circumstances such cancellation would be withdrawn. In addition, the Conveyance Deed for all such cases would also include the following specific clause which would be included in the letter of allotment itself and the allottee should by way of affidavit specifically agree to the same being a part of the conveyance deed before the possession of the flat is delivered to the allottee.

22.5. The proposed clause would be as follows:

"That the allottee/vendee specifically agrees that he shall not part with possession of the whole or any part of the flat at any time prior to the expiry of 15 years or payment of price of flats with interest and other dues whichever is earlier from the date of actual delivery of possession thereof by the vendor to the allottee/vendee and to that limited extent, the title in the properly shall be deemed to continue to vest in the vendor. It is further specifically agreed that the case the allottee/vendee violates terms of the present conveyance deed, the entire conveyance deed shall be deemed to be void and, in that eventuality, the vendor shall be entitled to take back possession of the demised property from the allottee/vendee"

22.6. In case the allottee/vendee dies prior to the expiry of the stated period of 15 years, his/her legal representatives and heirs shall be bound to honor the stated condition, but shall be entitled to occupy the said flat.

22.7. The concession shall be applicable to persons who come within the meaning of disability as defined in the Persons with disabilities (Equal Opportunities, protection of Rights and Full Participation) Act 2016 and duly certified by a Medical Board.

22.8. The permissible benefit under this clause will be given only to those applicants who have been allotted the flat under 5% reserved quota. If the flat is allotted under general category, the above benefit will not be extended to them in any case or manner whatsoever and they will neither claim such benefits nor any requests in this regard will be entertained by the DDA.

23. OTHER GENERAL CONDITIONS:

23.1. DDA reserves the right to alter any terms and conditions/clause of the Scheme brochure at its discretion as and when considered necessary.

23.2. DDA reserves the right to increase or decrease the number of flat on offer under the Scheme. DDA also Reserves the right to withdraw some/all flats depending on the circumstances.

23.3. The allotment under this Scheme shall be on the terms and conditions contained in this brochure, demand cum allotment letter and the DDA (Management & Disposal of Housing Estate) Regulations, 1968 as amended from time to time.

23.4. As per provisions contained in Regulations No.17 of DDA (Management & Disposal of Housing Estate) Regulations 1986, all rates' fees, taxes, charges assessment of municipal taxes and levies of whatsoever nature shall be borne by the allottee of the Registered Agency/ Association of Apartment Owners; as the case may be and shall be payable by the allottee of Association of Apartment Owners'/Registered Agency within the periods specified in this behalf.

23.5. Except pricing any dispute pertaining to the scheme shall be subject to the jurisdiction of Courts/Consumer Court at Delhi/New Delhi only.

23.6. In all the correspondence within DDA regarding allotment etc., the applicants are advised to quote their Application No., File No, etc., and such correspondence be addressed to Dy. Director concerned D'-Block, Vikas Sadan DDA, New Delhi-110023.

23.7. In case of any grievance, the applicant can contact Director (H)-I/Director (H)-II, Commissioner (Housing), Principal Commissioner (Housing) or the Vice Chairman, DDA during their Public Hearing days. However, on financial issues, the applicant is advised to first contact Financial Advisor (Housing), D-Block 1st Floor Vikas Sadan, New Delhi-110023.

23.8. It is not possible to check the eligibility of applicant at the time of acceptance of the application. Applicants in their own interest should carefully fully go through the eligibility conditions before submitting their application. Those applicants who do not fulfill eligibility criteria would not be entitled for allotment of flats if at a later stage it is detected that they are not eligible under the Scheme.

23.9. The demand-cum-allotment letter will be issued on the basis of information/document furnished by the applicant in the Application Form for allotment of flat. In case, it is found at any stage that the documents/ information furnished by the applicant are incorrect/ false/ untrue, the allotment shall stand cancelled automatically without any notice and the claim of the applicant in such cases will not be entertained. The whole amount, including EMD, will be forfeited.

Annexure A

Reserve Price (Please refer to clause 4)

Details of Flats, Tentative Reserved Price And Flat Codes					
S.No.	Locality	Locality Code	No. of Flats *	Approx. Range of Plinth Area of flat (in Sqm.) **	Broad Range of Tentative Reserve Price (Rs. In Lakh) ***
Penthouse					
1	Dwarka, Sector 19B, Phase-II (Penthouse)		14	424.767	501
Super HIG					
2	Dwarka, Sector 19B, Phase-II (Super HIG)		170	211.657	250
HIG					
3	Dwarka, Sector 19B, Phase-II		946	171.5 to 186.09	202 to 219
	GRAND TOTAL		**1,130**		

Note:

* Number of flats may change at the time of launching of the scheme and number of flats at particular Locality/Zone may be changed subject to availability. Vice-Chairman, DDA will be the competent authority to decide number of flats and updating the Annexure-A accordingly.

** Plinth Area includes common area and it may vary from flat to flat.

*** The demand letter for a flat will be issued as per eligible H1 bid received against that flat. Therefore, the demand amount will vary between flats depending on amounts of H1 bids. The tentative reserved price does not include maintenance charges (as per para 16.2), conversion charges and water connection charge. These charges will be included at the time of issuance of demand letter.

- The Standard/ Typical unit plan of Housing in respect of localities are annexed.

ANNEXURE-C

AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper/e-stamp paper of Rs. 10/- and shall be attested by Magistrate/Sub-Judge/Notary Public and an extra stamp worth Rs. 5/- should be affixed thereon.)

Affidavit of Sh. /Smt._____s/o/d/o/w/oShri_____r/o_____ solemnly affirm and state as under:

1. I am a citizen of India.

2. I understand that I shall not be eligible for allotment of more than one dwelling unit.

3. I have attained the age of majority at the time of applying under (Scheme Name). My Date of Birth is _____

4. That the joint applicant under the Scheme is my _____ (relationship), as per provision of Clause 5.8 of the Scheme Brochure.

5. I have not sold, transferred, assigned or parted with the possession of the whole or any part of the residence at No. _____allotted to me against my Application No. _____in the draw held on _____by the DDA. That I have not executed any Sale Agreement, Power of Attorney or Agreement to Sale in favour of anybody.

6. That, I,_____S/o D/o W/o Shri_____r/o_____applied for allotment of HIG/Super HIG/Penthouse flats under (Scheme Name) – vide Application No._____ and that I have been allotted a flat No. _____, Pkt._____Sec._____, Locality _____vide allotment letter No. _____ dated _____. That I am entitled for possession of the flat.

7. I have read, understood and before filling the Application Form I have accepted all the terms and conditions of the (Scheme name).

DEPONENT

VERIFICATION:

I, _____, do hereby verify that the facts mentioned in Paras 1 to 10 above are correct to the best of my knowledge and belief and nothing is false therein and nothing material has been concealed.

DEPONENT

Place .....

Date .....

ANNEXURE-D

UNDERTAKING

(NOTE: This undertaking should be on a non-judicial stamp paper/e-stamp paper of Rs. 10/- shall be attested by Magistrate/Sub-Judge/Notary Public and an extra stamp worth Rs. 5/- should be affixed thereon.)

WHEREAS, I, _____ S/o/D/o/W/o Shri _____R/o _____ _____on an application made to the Delhi Development Authority under the Delhi Development Authority (Management & Disposal of Housing Estates) Regulations, 1968 (hereinafter called the said Regulation) have been allotted a _____(hereinafter called the flat.

AND WHEREAS under the said Regulation, it is obligatory on my part to form a registered agency with the Vice-Chairman, DDA for the management and administration of the common portions and common services attached to the flats, execute the conveyance deed for the flat and joint lease deed for the land, under the appurtenant to the flats before the possession of the flat is handed over to me.

AND WHEREAS I in my own interest have applied to Delhi Development Authority for the possession of the flat allotted for immediate occupation, before the completion of the various formalities required to be performed by me under the said regulations and execution and Application of the documents provided in the Regulations.

I, _____S/o/D/o/W/oShri _____

R/o_____on an application made to the Delhi Possession of the flat allotted being given to me earlier, I shall abide by all the terms and conditions that are set forth in the DDA (Management and Disposal of Housing Estates) Regulations, 1968, including the documents containing therein, or may be set forth in the Conveyance Deed for the flat and the joint lease deed for the land under the appurtenant to the flats by the Delhi Development Authority and shall sign and execute the same with the Delhi Development Authority and get the same registered at my own cost and expenses in the manner prescribed under the said Regulations within 90 days from the date of handing over the possession of the flat or such extended period as may be permitted by the Vice Chairman of Delhi Development Authority from time to time and that during the said period of 90 days of such extended period as may be permitted, I shall be responsible for looking after the maintenance of the common service attached to the flat allotted.

I, further undertake that we shall constitute and become, a member of the Registered Agency prescribed under the said Regulation and abide by the constitution, a model form of which I have read and understood.

I, also undertake not to make any addition and alteration in the dwelling unit allotted to me without obtaining prior and written permission from the DDA. It will be open to DDA to cancel the allotment and resume the possession of the dwelling unit, if I fail to fulfill the undertaking given herein.

Signed by me _____on _____day of _____Two Thousand Nineteen.

In the presence of witnesses:-

1.

2.

ALLOTTEE

Annexure Y

Subject: - Diwali Special Housing Scheme 2023 (Online Scheme through Draw of Lots) for disposal of approx. 3239 newly constructed/soon to be completed flats at Dwarka (Sector 14 & 19B) & Loknayakpuram.

1. **SCHEME: -**

1.1. The Scheme is titled as **"Diwali Special Housing Scheme 2023 (Mode of disposal: Draw of Lots)"** of the Delhi Development Authority for disposal of newly built-up/soon to be completed flats through end-to-end online system. The time-lines of the scheme are as below:

Sr. No.	Event	Date
1.	Date of advertisement/issue of notice for draw of lots	16.11.2023
2.	Start of submission of application	20.11.2023
3.	Help Desk operational for training and information on draw of lots	20.11.2023
4.	Last date of submission of applications	20.12.2023
5.	Date of draw of lots	01.01.2024

2. **ELIGIBILITY:**

2.1. The applicant must be a citizen of India.

2.2. He/ She should have attained the age of majority i.e., an applicant should have completed 18 years of age as on the last date of submission of the application and legally competent to enter into a contract.

2.3. There shall be no restriction with regard to owning any land/built up property in Delhi.

2.4. **One person can submit only one application** either in his/her own name or as a joint/co-applicant with any other person. An applicant is not entitled to more than one

flat under this mode of disposal i.e., draw of lots in the Diwali Special Housing Scheme 2023.

2.5. The family income of an applicant as well as of joint/co-applicant applying for EWS flats should not exceed Rs. 10 Lakh per annum in case of both the families considered separately. There is no income criterion for other categories except EWS. The applicant can apply according to his/her requirement and affordability. Family Income for this clause is defined to include the income of the applicant and his/her spouse, if married.

2.6. The applicant should give particulars of his/her savings account in any Bank **in the name of the applicants only** in the 'Application Form'.

2.7. Applicant must have Permanent Account Number (PAN) allotted under the provisions of the Income Tax Act and the same must be quoted in the Application Form.

2.8. In case of joint application under SC/ST Reserved Category, the joint applicant/co-applicant should be from within the Family, as defined in clause 2.10 below.

2.9. In case of joint application under war widows, Persons with Disabilities (Divyangjan), ex-servicemen and other reserved categories, the applicant himself/herself should fall within the respective reserved category and the joint applicant/co-applicant should be from within the Family as defined in clause 2.10 below.

2.10. Family for clause **2.8** and **2.9** above means a person or his/her parents or his/her blood relatives or his/her spouse or any of his/her dependent relative/s including unmarried children.

3. HOW TO APPLY: -

3.1. The applications under this scheme shall be accepted **through online mode only**. For applying online, the applicant is required to visit DDA's website i.e., http://www.dda.gov.in & https://eservices.dda.org.in/ and have to create login credentials using PAN and other details & thereafter login. Those already having login credentials can use the same to apply for the scheme.

3.2. The Booking Amount & the application processing fee for applying for flats under this Scheme shall be as under: -

Sno.	Flat Category	Booking Amount	Application Processing Fee (Non-refundable) *	Total
i.	EWS	Rs. 50,000/-	Rs.1,180/- (including GST)	Rs.51,180/-
ii.	LIG	Rs.1,00,000/-	Rs.2,360/- (including GST)	Rs.1,02,360/-
iii.	MIG	Rs.4,00,000/-	Rs.2,360/- (including GST)	Rs.4,02,360/-

* In case the applicant belongs to **Reserved Categories as mentioned in para 5.1** Application Processing Fee will be **Rs. 1,180/- including GST (non-refundable).**

3.3. In case, an applicant wishes to apply in more than one category, he/she would be required to deposit Booking Amount and application processing fee payable in respect of the higher or the highest category, as the case may be.

3.4. Application once submitted cannot be withdrawn.

3.5. The process of Application, Issuance of Demand Letter, Cancellation, Possession letter, Conveyance Deed etc. and uploading of documents will be through On-Line Mode only. Applicants are advised to keep their login credentials safe with them and not to share the same with anyone. DDA will not be responsible for any unauthorized use of login credentials. It will be sole responsibility of the applicant to regularly check the portal i.e., https://eservices.dda.org.in/ for any updates.

3.6. The applicant may give one or more preferences of his/her choice, subject to a maximum of 7 choices by filling the locality codes, given in Annexure '**A**'. To be eligible to participate in draw of lots, it is mandatory to fill at least one preference for locality code. **It is presumed that applicant has seen/visited the locality/flat/pocket before giving preferences.** No preference for Sector/Pocket can be exercised by the applicant. No request for change of locality, sector, pocket shall be entertained by the DDA subsequent to the filling of application.

3.7. **Since the application will be accepted through online mode only, conditional application will not be accepted & deemed to be rejected outrightly.**

3.8. The applicant doesn't need to submit any document at the time of submission of application. Only the successful applicants will be required to submit the prescribed supporting documents.

4. REFUND OF BOOKING AMOUNT TO APPLICANTS:

4.1. Successful Applicants (No refund in case of surrender)

4.1.1. The applicants are advised to satisfy themselves with regard to location, price, existing facilities in the surrounding area and other related issues before applying for allotment of a flat under this scheme. In **case of surrender of flat after successful allotment after draw of lots, full Booking Amount (para 3.2) applicable to the Allotted Category will be forfeited.**

4.1.2. Refund will be issued for the differential amount between the application money deposited and the relevant Booking Amount for the successful allotment. DDA will not be responsible for any delay in refund of this differential Booking Amount due to wrong/mismatch in bank details provided by the applicant. **Surrender request will be accepted through Online Mode Only.**

(For Example: If an applicant has applied for both MIG and LIG, he has to pay the higher Booking Amount of Rs 4,00,000/- (for MIG). If in the draw the applicant is allotted an LIG flat for which the booking amount is Rs 1,00,000/-, and the applicant surrenders the flat then booking charges of Rs 1,00,000/- will be forfeited and the differential amount of Rs 3,00,000/- will be refunded. However, if MIG flat is allotted then the booking charge of Rs 4,00,000/- will stand forfeited, in case the flat is surrendered)

4.2. Unsuccessful Applicants

4.2.1. For getting the admissible refund of Booking Amount in case of unsuccessful applicants as well as the cases covered in para 4.1.2, the Applicant has to clearly mention his/her Saving Bank Account number and the IFSC Code etc. in the Application Form for refund of the applicable booking amount. In case, the application is in joint name, refund will be made in the name of the first applicant only and therefore, only his/her Bank Account No. should be given in the Application Form. The Bank Account should not be an **NRE/NRO ACCOUNT/ CURRENT ACCOUNT.**

Note: **The Applicants are requested to ensure that the Bank details provided for the applicable refund should match with the applicant's name mentioned in the online application form.**

4.2.2. In case the Booking Amount has been paid from the Account of the Firm/Company, etc. of the Applicant, still for the purpose of refund, only the applicant's Bank details have to be provided. In case of **mismatch of account number, IFSC Code, payee's name,** the bank would not be in a position to refund the Booking Amount through ONLINE mode. In order to avoid such a situation, the applicant is advised to recheck the bank details before submitting the Application Form. **DDA will not be responsible for any delay of refund in cases of mismatch in the bank account details provided by the applicant.**

5. RESERVATIONS: -

5.1. The details of reservations under this Scheme are as under: -

5.1.1. 15% of the flats for applicants belonging to Scheduled Castes (SC); and

5.1.2. 7.5% of the flats for applicants belonging to Scheduled Tribes (ST):

Note:

If adequate numbers of applications are not received from applicants belonging to ST Category, remaining flats shall be disposed of in favor of applicants belonging to SC Category and vice-versa.

5.1.3. 1% for War Widows and those receiving liberalized pension from Armed/Paramilitary Services (Next of Kin)

5.1.4. 5% reservation for Persons with Disability (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016.

5.1.5. 1% for Ex-servicemen.

5.2. The reservations, as above, are admissible strictly with reference to the number of flats available in a locality.

5.3. In case number(s) of flats in respect of reserved category comes to a fraction i.e., less than 0.5 it would be rounded off to zero and if it is 0.5 or more it would be rounded off to one.

5.4. If requisite numbers of applications are not received from the above mentioned five categories, all remaining flats shall be offered to persons of Unreserved category.

6. DOCUMENTS TO BE SUBMITTED AFTER DRAW OF FLATS & BEFORE POSSESSION OF FLAT:

6.1. **For all categories:**

6.1.1. Self-attested copy of PAN Card (Permanent Account Number) issued/allotted by Income Tax Department.

6.1.2. Identity Proof e.g., self-attested copy of passport, government Identity Card, Election ID card, Driving License, Ration Card with Photo (of the person whose photo is affixed) or Aadhaar Card. (Upload any one)

6.1.3. Proof of residence e.g., self-attested copy of passport, government Identity Card, Election ID card, Ration card, Driving License, Telephone Bill, Electricity Bill, Water Bill, House Tax Receipt, Bank Pass Book (page carrying name and address of the allottee) or Aadhaar Card. (Upload any one)

6.1.4. **Proof of Income**: For EWS flats, annual family income should not exceed Rs. 10 lakhs as certified by Competent Officer/Authority. For other categories of flats, there is no income criteria.

6.2. **For reserved category:**

6.2.1. In addition to documents mentioned in (6.1) above, successful applicants of the Categories as mentioned above have to submit the followings also:

6.2.2. An attested copy of the original caste certificate issued by the District Magistrate/Sub Divisional Magistrate of the area concerned in case the applicant belongs to the SC/ST Category.

6.2.3. An attested copy of the original handicapped certificate issued by the Medical Board or a Govt. Hospital in case the applicant is applying under the reserved category of Persons with Disability (Divyangjan). A self-attested copy of guardianship certificate issued by the competent authority, wherever applicable, is also to be attached.

6.2.4. An attested copy of Discharge Certificate from the competent authority of Ministry of Defence/Armed Forces in case of ex-Servicemen.

6.2.5. An attested copy of "Requisite Certificate" issued by the Ministry of Defence/Armed Forces/Para Military Forces, in case the successful applicant

comes under category of War-Widows/Next of Kins which would include those receiving liberalized pension.

6.3. **Other Documents:**

6.3.1. A Self-attested copy of Bank Account Pass Book/Bank Statement from which the price of the Flat has been deposited along with payment proof.

6.3.2. Affidavit as per proforma given in **Annexure- 'C' of the scheme brochure.**

6.3.3. Undertaking as per proforma given in **Annexure- 'D' of the scheme brochure.**

6.3.4. **In addition to above the document mentioned in the Online Portal for Possession needs to be submitted with supporting documents, if any, required.**

7. MODE OF ALLOTMENT: -

7.1. All the eligible applicants shall be considered for allotment through a computerized draw based on random number technique. The draw shall be held in the presence of 3 independent Observers. The draw for the scheme will be web-streamed to facilitate the applicants to see the proceedings of the draw.

8. RESULT OF ALLOTMENT: -

8.1. The results of the draw shall be displayed on DDA's website **i.e.,** www.dda.gov.in / https://eservices.dda.org.in.

8.2. It shall be the sole responsibility of the applicant to check the result of the draw from the website of DDA.

8.3. A separate wait list of the applicants equals to 100% of total flats on offer allotted under the draw will also be declared in order of priority. The waiting list will be valid only for 10 months from the date of issue of demand letters to successful applicants. **The booking amount of wait-listed applicants shall be refunded at the time of refund being made to the unsuccessful applicants**. However, before going for the draw for allotment of specific flat as per the priority already decided, for allotting the surrendered/cancelled flats, all such eligible wait-listed applicants shall be asked to deposit the booking amount. A minimum of 30 days' time shall be given to them to do

so and only those names shall be included for the draw who deposit their respective Booking Amounts before the prescribed date. No request for change for preference in the locality code shall be entertained at any stage including the stage of draw of lots for the waiting list.

8.4. The demand-cum-allotment letters will be issued through online mode only and it will be the sole responsibility of the applicant to regularly check the online portal for any updates.

9. DISPOSAL PRICE OF THE FLATS: -

The tentative disposal price of the flats is given at Annexure "**A**". The disposal price of the flats is calculated as per the plinth area of the flats including common area. The disposal price also includes maintenance charges as stated in para 14 below. The variation in price within category, if any, is due to variation in plinth area including common area of the flats. These flats are proposed to be disposed off at the price applicable for FY 2023-24 even if the financial year changes while issuing demand cum allotment letter. It is further clarified that the same price will also be applicable for successful allottees of the wait list even if the financial year undergoes a change.

Note: The disposal price doesn't include the conversion charges for freehold property as applicable and water connectivity charges of Rs. 2000/-. There are no conversion charges for EWS flats.

10. PERIOD OF PAYMENT: -

10.1. The price of the flat is to be deposited within 60 days from the date of issue of Demand-cum-Allotment letter.

10.2. The allotment belonging to persons with disability (Divyangjan) will have two options of payment i.e., allotment on hire purchase basis or on cash down basis. The initial payment in case of hire purchase allotment would be 25% of the total price, that has to be deposited within 60 days. Rest of the amount would be taken in monthly instalments over a period up to 15 years.

10.3. Further time of 30 days, over and above (10.1 and 10.2) above, will be available to the allottees subject to payment of interest at the rate of **10% p.a (simple interest).**

10.4. If the demanded amount is not paid by the allottee within the time prescribed in Demand-cum allotment letter, the allotment of flat will stand cancelled without any notice and will be made available for allotment to others. In such an event, **the entire Booking Amount will be forfeited.**

10.5. For the flats which are already completed and are in ready to move in condition, demand cum allotment letter will be issued for payment of 100% demand amount to be paid within period as stipulated in para 10.1, 10.2 and 10.3.

10.6. For the flats which are nearing the stage of completion, if the flats are not ready to be physically handed over within 3 months from the date of draw of lots then demand cum allotment letter (DAL) will be issued for only 75% of the demand amount/disposal price of the flat which will have to be paid by the allottee within 60 days of the issuance of this demand letter. Further time of 30 days, over and above this period of 60 days, will be available to the allottees subject to payment of interest at the rate of **10% p.a (simple interest).**

10.7. For the flats mentioned at para 10.6 above, a separate demand cum allotment letter will be issued for rest of the 25% demand amount as stated in the demand-cum-allotment letter at the time when the flats are ready for physical possession. This 25% will have to be paid by the allottee within 60 days of issuance of this demand letter. Further time of 30 days, over and above this period of 60 days, will be available to the allottees subject to payment of interest at the rate of **10% p.a (simple interest).**

10.8. If the flats are not ready for physical possession 6 months after the issue of DAL mentioned at para 10.6 then the allottee can avail the provision for refund of the total deposit paid at the rate of 4% simple interest per annum (no interest would be accrued for the EMD component). However, if the allottee wishes not to opt for refund then he will be not be entitled for any interest for the intervening period till the time he gets the possession. In case delay in taking of physical possession is attributable on the part of allottee due to non-completion of codal formalities, non-payment, etc., then it shall be at the risk of allottee and DDA will not be liable to pay any interest in case of refund.

10.9. It is clarified that no interest shall be charged while issuing the demand letter for this remaining 25% of the demand issued for the intervening period between the issuance of the 2 demand letters as stated at para 10.6 and para 10.7.

10.10. The delay in payment upto 2 days beyond 90 days (i.e. 60 days' interest-free period & 30 days' interest @10%) will be automatically condoned. The delay in payment up to further 90 days may be allowed with the approval of Competent Authority with penal interest @14 % subject to the condition that at least 25% of the price have been received as mentioned above. The delay will be regularized as per the delegation mentioned below:

Sno.	Period of delay	Competent Authority
1.	Up to 2 days	Automatically condoned (with 10% interest)
2.	3 to 90 days	Vice Chairman (with penal interest @14 % on the remaining amount subject to the condition that at least 25% of the price have been received as per DAL)

10.11. Beyond the stipulated time as mentioned (in above para 10.10) no request for further regularization will be entertained in any case & thereafter it shall be deemed as an automatic cancellation of allotment.

11. METHOD OF PAYMENT OF DEMANDED AMOUNT: -

11.1. The Booking Amount/application processing fee may be paid from any account. through NEFT/RTGS/Net Banking **through online challan generation only**. Any charges, of whatever in nature, in this regard shall be borne by the allottee. Applicants should not use the same generated NEFT challan for multiple payments.

11.2. The allotment of flats shall be made on cash down basis only except by the applicants belonging to PwD (Persons with Disability (Divyangjan)) category who will have the options of making payment either on "Cash Down" basis or in Equated Monthly Instalments (EMIs) on terms and conditions as applicable in their case.

12. MORTGAGE/AVAILING LOAN: -

12.1. The allottee can avail housing loan by mortgaging the flat to following institutions without prior approval of the DDA subject to the condition that the first lien will be of the DDA to the extent of recovery of all outstanding dues including disposal/demanded price. However, an intimation regarding institution to which it has

been mortgaged must be sent to concerned Housing Branch, DDA, Vikas Sadan, New Delhi: -

12.1.1. Government of India; State Government; Union Territory Administration;

12.1.2. Public Sector Undertakings / Autonomous Bodies;

12.1.3. Nationalized Banks;

12.1.4. Life Insurance Corporation of India; General Insurance Corporation of India;

12.1.5. Housing Development Finance Corporation;

12.1.6. Cooperative Banks;

12.1.7. MCD; NDMC;

12.1.8. All joint sector companies irrespective of the percentage of shareholding;

12.1.9. University of Delhi;

12.1.10. All organizations, private or public, which receive the approval of Govt. of India, State Govt. for the purpose of general mortgage permission and are recognized by RBI as a Housing Finance Company;

12.1.11. All Financial Institutions extending loans to individuals for house building, if they are leading companies with good market standing and repute say with a capital base of Rs.5 Crores or so;

12.1.12. All Financial Institutions/Banks which are controlled by RBI or the Govt. of India irrespective of the percentage of Govt. shareholding;

12.1.13. All public companies with a capital base of Rs.5 Crores provided they have a Scheme for granting Housing Building Advance/Loan to their employees and the mortgage is required for grant of such advances.

13. MISUSE, ADDITIONS AND ALTERATIONS, ETC.: -

The flat shall be used only for residential purpose and cannot be put to any other use. The allottee shall not be entitled to sub-divide the dwelling unit or amalgamate it with any other dwelling unit or to make any structural additions/alterations.

14. RESPONSIBILITY FOR THE MAINTENANCE OF COMMON PORTIONS AND COMMON SERVICES, ETC.: -

14.1. Every allottee shall be required to become a member of the Registered Agency/Association of Apartment Owners to be formed for the purpose of

maintenance of common portions and common services for these housing pockets, in accordance with the provision of the law in force for the time being i.e., DDA (Management & Disposal of Housing Estate) Regulation 1968 in this behalf before the possession of the flat is handed over to him/her. **Only one RWA will be registered for one pocket which will be considered as one Housing Estate. All allottees of each pocket shall mandatorily have to become member of the concerned RWA.**

14.2. The following method regarding Maintenance charges is applicable for this scheme.

i. **Upfront Payment as Corpus Fund**: An upfront maintenance charges would be collected as part of the price towards the flat for creation of a "Corpus Fund" as mentioned in the following table:

Unit Typology / Category	Amount of Corpus fund (in INR)
EWS	75,000
LIG	1,00,000
MIG	1,50,000

- The corpus fund will be used for major maintenance works carried out in the Housing Estate i.e., the concerned housing pocket.
- Once the RWA is formed for the concerned housing pocket, this fund will be handed over to them by DDA for future maintenance of the housing pocket.

ii. **Monthly Maintenance Charges:**

- For regular day to day recurring maintenance of the housing pocket, a minimal charge of Rs 1.50 to Rs 2.00 per sqft per month (on plinth area) will be taken by the DDA.

Unit Typology / Category	Monthly Maintenance Charge per sqft per month (in Rs)
EWS	1.50
LIG	1.75
MIG	2.00

- The monthly charges will be taken up as an upfront payment for 1 year as part of the pricing of the flat. Moreover, in case the RWA is not formed within 1 year, the same will be taken up on actuals for consecutive years and the necessary arrangement for the same would be communicated to the residents for implementation.

  Charges mentioned at (i) & (ii) above i.e., upfront payment as corpus fund & monthly maintenance charges for 1 year would be included in calculation of the disposal price.

14.3. The demand cum allotment letter will include the Upfront Payment as Corpus Fund & Monthly Maintenance Charges for 1 (one) year as stated in para 14.2 being part of the reserve price. DDA will undertake day to day maintenance from the amount collected towards maintenance charges for a period of 1 (one) year or formation of RWA whichever is earlier. In case the RWA is formed before completion of 1 year the balance maintenance fund will be transferred to the RWA registered with DDA. The fund becomes operative from the date the first demand-cum-allotment letter is issued.

14.4. The individual flat owners will be fully responsible for all internal maintenance of their flats after they take over the possession.

14.5. Day to day maintenance including maintenance of green areas, cleanliness of campus/colony/housing pocket, replacement of light fittings in common areas, maintenance and operation of lifts, payment of electricity bill for common areas etc. will be the responsibility of concerned RWA.

14.6. For common areas which are common to several housing pockets/ colonies, the responsibility of maintenance will be with urban body, after the area is handed over to the urban body. Till such time that the area is handed over to urban body, maintenance will remain with DDA. While handing over, DDA will clearly mark the area to be maintained by the urban body and area to be maintained by RWAs.

14.7. Those facilities which are common to more than one RWA like Community Centre, Gyms etc. will be maintained by DDA.

15. MIS-REPRESENTATION OR SUPPRESSION OF FACTS: -

If it is established that the applicant has applied although he was not eligible as per conditions laid down in Clause 2 or has falsely claimed the benefit of reservation or has given false affidavit/information including quoting wrong PAN number or

suppressed any material fact at any time whatsoever, the application/ allotment will be rejected/cancelled summarily without issuing any show cause notice for the same and the entire amount deposited by the allottee will be forfeited. In case multiple applications are received by any individual, such applications would be marked void before the final draw and Booking Amount would be refunded. However, if by any chance multiple allotments are made in the draw to a particular individual who has submitted multiple applications in such cases all the allotments to the particular individual would be cancelled and Booking Amount forfeited. This would be without prejudice to DDA's right to take such other action as may be permissible in law, including lodging a police complaint/FIR for misrepresentation to a Govt. Authority.

16. POSSESSION OF FLATS: -

16.1. The allottee shall be entitled to take possession only after he/she has paid all the dues and completed all the requisite formalities, and furnished/executed all the required documents mentioned in the scheme brochure /the demand-cum-allotment letter.

16.2. **Possession letter will be issued through online mode only, and the allottee has to upload self-attested copies of the requisite documents.**

16.3. **After issuance of Possession letter, allottee has to take physical possession.** If the allottee does not take possession of the flat within 3 months from the date of issue of possession letter, he/she shall be liable to pay watch and ward charges at the prescribed rates beyond the period of 3 months from the date of issue of possession letter.

16.4. The flats are being offered on "as is where basis". DDA will not entertain any request for additions or alterations or any complaints whatsoever, regarding property circumstances as defined in Regulation 19 of the DDA (Management & Disposal of Housing Estate) Regulation 1968. DDA shall also not entertain a complaint about price of flat, its design, the quality of material used, workmanship or any other defects.

16.5. **In case allottee has deposited the full price but has not submitted the requisite documents/ formalities within 3 months from the date of payment of full price, applicable watch and ward charges will be levied upon him/her for the**

period delayed beyond 3 months and up to the month in which the complete documents are submitted or formalities are completed.

17. CONVEYANCE DEED: -

17.1. The Conveyance Deed (Free Hold Deed) papers will be issued **online** after receiving a request by allottee after taking over physical possession of the flat. The allottee may reserve a date for execution of Conveyance Deed online. The expenditure on e-stamping and other expenses on account of registration of Conveyance Deed, etc. in this regard shall be borne by the allottee.

17.2. The allottee shall not be entitled to transfer or otherwise part with the possession of the whole or any part of the flat before execution of Conveyance Deed. In the event of sale/ transfer being made without execution and registration of Conveyance Deed, such sale/transfer shall not be recognized by DDA and allotment of such flats will be cancelled.

17.3. The Conveyance Deed in the prescribed format transferring the title to the flat shall be executed in favor of the original allottee, only after taking over physical possession of the flat, which shall be registered with the Sub-Registrar as per law, upon receipt of all other dues provided the original allottee has not in any manner sold, transferred or alienated the whole or any part of the flat by any agreement, of whatsoever nature and/or parted with possession thereof.

17.4. **Date of execution of Conveyance Deed will be reserved by allottee through online mode only. Allottees are required to upload the copy e-stamp papers of the requisite value before reservation of date of execution of conveyance deed. On the reserved date, Allottees will have to come with all the original documents for the purpose of verification.**

17.5. In the event of death of the original allottee prior to execution of Conveyance Deed, the Conveyance Deed shall be executed in favor of the legal heir(s) of the original allottee, as per policy/guidelines of DDA in respect of mutation.

17.6. **Since a number of concessions are being offered under EWS category while working the price of the flats, the allottees of EWS category flat would not be permitted to sell/ transfer or otherwise part with the possession of the flat in**

any manner for a period of Five (5) years from the date of taking over of physical possession of the flat.

18. STATUS OF THE ALLOTTEE: -

All allotments shall be made on free hold basis. However, the title shall be transferred only when the Conveyance Deed is executed in favor of the allottee and it is registered in the office of the sub-Registrar, GNCTD. For Persons with Disability (Divyangjan) Conveyance Deed will be executed after realization of entire price of flat along with interest and other dues if any in case they choose to get allotment on hire –purchase basis.

19. INSPECTION OF FLAT: -

19.1. The applicants are advised to visit the site and inspect the flats and satisfy themselves with regard to location, size and price of flats before applying under this scheme.

19.2. Sample flats are located at following locations and will be available for inspection of Public on ALL SEVEN DAYS from 10:00 AM to 06:00 PM. During the period scheme is open a representative of DDA will be available On-site during these hours to facilitate inspection. The contact numbers and addresses of the concerned Divisional Executive Engineers to facilitate visit and inspection of the sample flat is as below:

Location	Type of flat	Address of sample flat	Name of Divisional Executive Engineer/ Nodal officer & Contact No.
Dwarka Sector-14	MIG	B-306	1. Sh. Dheeraj Kadyan, AEE(Civil): 9310735453 2. Ms. Asha, AE(Civil): 7985822238
	LIG	B-308	
	EWS	G-101	
Dwarka Sector-19B	EWS	L-201	1. Sh. Afzal Husain, AE(DPD-4): 8875044794 2. Sh. Arvind Kumar Rai, AE(DPD-4): 6204039380
Loknayak puram	MIG	D/G-4	1. Sh. Anurag Yadav, AE: 8960908231
	EWS	H-1/12	
	EWS	Flat no. 3, Blk-E1, Pkt 6	

19.3. A dedicated call Centre will also start functioning at Vikas Sadan from the date of launch of the Scheme, for resolving the issues of general public, if any.

20. PREFERENTIAL ALLOTMENT: -

20.1. 5% reservation is kept for persons with disability (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016.

20.2. Attempt shall be made to make allotment of flats to persons with disability (Divyangjan) at ground floor. However, in case of non-availability of ground floor flats the allotment may be made on other floors. In case of multistoried housing pockets, the lowest floor will be considered as ground floor for this purpose.

20.3. The allotment belonging to persons with disability (Divyangjan) will have two options of payment i.e., allotment on hire purchase basis or on cash down basis. The initial payment in case of hire purchase allotment would be 25% of the total price. Rest of the amount would be taken in monthly instalments over a period up to 15 years.

20.4. 5% rebate in the price subject to a maximum of 1.00 lakh will be given to such allottees who are allotted flat under the above quota. The other conditions of allotment will remain the same. The conveyance deed papers will be executed in the name of original allottees only.

20.5. The letter of allotment of such flats would specifically state that alienation of possession of the flat prior to 15 years or payment of price of flats with interest and other dues whichever is earlier, from the delivery of possession to the allottee would result in automatic cancellation of the flat and under no circumstances such cancellation would be withdrawn. In addition, the Conveyance Deed for all such cases would also include the following specific clause which would be included in the letter of allotment itself and the allottee should by way of affidavit specifically agree to the same being a part of the conveyance deed before the possession of the flat is delivered to the allottee.

20.6. The proposed clause would be as follows:

"That the allottee/vendee specifically agrees that he shall not part with possession of the whole or any part of the flat at any time prior to the expiry of 15 years or payment

of price of flats with interest and other dues whichever is earlier from the date of actual delivery of possession thereof by the vendor to the allottee/vendee and to that limited extent, the title in the properly shall be deemed to continue to vest in the vendor. It is further specifically agreed that the case the allottee/vendee violates terms of the present conveyance deed, the entire conveyance deed shall be deemed to be void and, in that eventuality, the vendor shall be entitled to take back possession of the demised property from the allottee/vendee"

20.7. In case the allottee/vendee dies prior to the expiry of the stated period of 15 years, his/her legal representatives and heirs shall be bound to honor the stated condition, but shall be entitled to occupy the said flat.

20.8. The concession shall be applicable to persons who come within the meaning of disability as defined in the Persons with disabilities (Equal Opportunities, protection of Rights and Full Participation) Act 2016 and duly certified by a Medical Board.

20.9. The permissible benefit under this clause will be given only to those applicants who have been allotted the flat under 5% reserved quota. If the flat is allotted under general category, the above benefit will not be extended to them in any case or manner whatsoever and they will neither claim such benefits nor any requests in this regard will be entertained by the DDA.

21. OTHER GENERAL CONDITIONS: -

21.1. DDA reserves the right to alter any terms and conditions/clause of the Scheme brochure at its discretion as and when considered necessary.

21.2. DDA reserves the right to increase or decrease the number of flat on offer under the Scheme. DDA also Reserves the right to withdraw some/all flats depending on the circumstances.

21.3. The allotment under this Scheme shall be on the terms and conditions contained in this brochure, demand cum allotment letter and the DDA (Management & Disposal of Housing Estate) Regulations, 1968 as amended from time to time.

21.4. As per provisions contained in Regulations No.17 of DDA (Management & Disposal of Housing Estate) Regulations 1986, all rates' fees, taxes, charges assessment of municipal taxes and levies of whatsoever nature shall be borne by the allottee of the Registered Agency/ Association of Apartment Owners; as the case may

be and shall be payable by the allottee of Association of Apartment Owners'/Registered Agency within the periods specified in this behalf.

21.5. Any dispute shall be subject to the jurisdiction of Courts/Consumer Court at Delhi/New Delhi only.

21.6. In all the correspondence within DDA regarding allotment etc., the applicants are advised to quote their Application No., File No, etc., and such correspondence be addressed to Dy. Director concerned D'-Block, Vikas Sadan DDA, New Delhi-110023.

21.7. In case of any grievance, the applicant can contact Director (H)-I/Director (H)-II, Commissioner (Housing), Principal Commissioner (Housing) or the Vice Chairman, DDA during their Public Hearing days. However, on financial issues, the applicant is advised to first contact Financial Advisor (Housing), D-Block 1st Floor Vikas Sadan, New Delhi-110023.

21.8. It is not possible to check the eligibility of applicant at the time of acceptance of the application. Applicants in their own interest should carefully fully go through the eligibility conditions before submitting their application. Those applicants who do not fulfill eligibility criteria would not be entitled for allotment of flats if at a later stage it is detected that they are not eligible under the Scheme.

21.9. The demand-cum-allotment letter will be issued on the basis of information/document furnished by the applicant in the Application Form for allotment of flat. In case, it is found at any stage that the documents/ information furnished by the applicant are incorrect/ false/ untrue, the allotment shall stand cancelled automatically without any notice and the claim of the applicant in such cases will not be entertained. The whole amount, including Booking Amount, will be forfeited.

Annexure A

Details of Flats, Tentative Price and Locality Codes					
S.No.	Locality	Locality Code	No. of Flats *	Approx. Range of Plinth Area of flat (in Sqm.) **	Broad Range of Tentative Disposal Price (Rs. In Lakh) ***
2 BHK/ MIG					
1	Dwarka, Sector 14, Phase II	11	316	120.876 to 131.176	132 to 143
2	Loknayakpuram	12	647	134.259 to 140.455	117 to 122
	TOTAL MIG		**963**		
LIG/One Bedroom					
3	Dwarka, Sector 14, Phase II	21	316	91.215 to 99.02	78 to 85
	TOTAL LIG		**316**		
EWS					
4	Dwarka, Sector 19B, Phase-II	31	728	50.043	26
5	Dwarka, Sector 14, Phase II	32	1,008	58.535	34
6	Loknayakpuram	33	224	55.35 to 61.17	29 to 32
	TOTAL EWS		**1,960**		
	GRAND TOTAL		**3,239**		

Note: -

* Number of flats may change at the time of launching of the scheme and number of flats at particular Locality/Zone may be changed subject to availability. Vice-Chairman, DDA will be the competent authority to decide number of flats and updating the Annexure-A accordingly.

** Plinth Area includes common area and it may vary from flat to flat.

*** The demand letter will be issued as per actual plinth area of the individual flat & therefore the disposal price of flats may vary depending on plinth area. The tentative cost does not include conversion charges and water connection charge.

- The Standard/ Typical unit plan of Housing in respect of localities are annexed.

ANNEXURE-C

AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper/e-stamp paper of Rs. 10/- and shall be attested by Magistrate/Sub-Judge/Notary Public and an extra stamp worth Rs. 5/- should be affixed thereon.)

Affidavit of Sh. /Smt._____s/o/d/o/w/oShri_____r/o_____ solemnly affirm and state as under:

1. I am a citizen of India.

2. I am applying for allotment of only one dwelling unit.

3. I have attained the age of majority at the time of applying under (Scheme Name). My Date of Birth is _____

4. That the joint applicant under the Scheme is my _____ (relationship), as per provision of Clause 2.10 of the Scheme Brochure.

5. That my wife /husband has also applied for allotment of a flat under the (Scheme Name) vide Application No._____. She /He was declared successful. He/She has surrendered the said flat on _____or she/he has not been declared successful. (Strike out which is not applicable).

6. I have not sold, transferred, assigned or parted with the possession of the whole or any part of the residence at No. _____allotted to me against my Application No. _____in the draw held on _____by the DDA. That I have not executed any Sale Agreement, Power of Attorney or Agreement to Sale in favour of anybody.

7. That, I,_____S/o D/o W/o Shri_____r/o_____applied for allotment of EWS/LIG/MIG/HIG flats under DDA Housing Scheme – vide Application No._____ and that I have been allotted a flat No._____, Pkt._____Sec._____, Locality _____vide allotment letter No. _____ dated _____. That I am entitled for possession of the flat.

8. That Smt. _____d/o Shri_____ is my legally wedded wife.

9. I have read, understood and before filling the Application Form I have accepted all the terms and conditions of the (Scheme Name).

DEPONENT

VERIFICATION:

I, _____, do hereby verify that the facts mentioned in Paras 1 to 10 above are correct to the best of my knowledge and belief and nothing is false therein and nothing material has been concealed.

DEPONENT

Place .....

Date .....

ANNEXURE-D

UNDERTAKING

(NOTE: This undertaking should be on a non-judicial stamp paper/e-stamp paper of Rs. 10/- shall be attested by Magistrate/Sub-Judge/Notary Public and an extra stamp worth Rs. 5/- should be affixed thereon.)

WHEREAS, I, _____ S/o/D/o/W/o Shri _____R/o_____ _____on an application made to the Delhi Development Authority under the Delhi Development Authority (Management & Disposal of Housing Estates) Regulations, 1968 (hereinafter called the said Regulation) have been allotted a _____(hereinafter called the flat.

AND WHEREAS under the said Regulation, it is obligatory on my part to form a registered agency with the Vice-Chairman, DDA for the management and administration of the common portions and common services attached to the flats, execute the conveyance deed for the flat and joint lease deed for the land, under the appurtenant to the flats before the possession of the flat is handed over to me.

AND WHEREAS I in my own interest have applied to Delhi Development Authority for the possession of the flat allotted for immediate occupation, before the completion of the various formalities required to be performed by me under the said regulations and execution and Application of the documents provided in the Regulations.

I, _____S/o/D/o/W/oShri _____

R/o_____on an application made to the Delhi Possession of the flat allotted being given to me earlier, I shall abide by all the terms and conditions that are set forth in the DDA (Management and Disposal of Housing Estates) Regulations, 1968, including the documents containing therein, or may be set forth in the Conveyance Deed for the flat and the joint lease deed for the land under the appurtenant to the flats by the Delhi Development Authority and shall sign and execute the same with the Delhi Development Authority and get the same registered at my own cost and expenses in the manner prescribed under the said Regulations within 90 days from the date of handing over the possession of the flat or such extended period as may be permitted by the Vice Chairman of Delhi Development Authority from time to time and that during the said period of 90 days of such extended period as may be permitted, I shall be responsible for looking after the maintenance of the common service attached to the flat allotted.

I, further undertake that we shall constitute and become, a member of the Registered Agency prescribed under the said Regulation and abide by the constitution, a model form of which I have read and understood.

I, also undertake not to make any addition and alteration in the dwelling unit allotted to me without obtaining prior and written permission from the DDA. It will be open to DDA to cancel the allotment and resume the possession of the dwelling unit, if I fail to fulfill the undertaking given herein.

Signed by me _____on _____day of _____Two Thousand Nineteen.

In the presence of witnesses:-

1.

2.

ALLOTTEE

Annexure Z

Subject: - Diwali Special Housing Scheme 2023 [Online Scheme through First Come First Serve (FCFS) Basis] for disposal of approx. 28,316 newly constructed/soon to be completed flats at Narela.

1. **SCHEME: -**

1.1. The Scheme is titled as **"Diwali Special Housing Scheme 2023 (Mode of disposal: First Come First Serve (FCFS) Basis)"** of the Delhi Development Authority for disposal of newly built-up/soon to be completed flats through end-to-end online system. The time-lines of the scheme are as below:

Sr. No.	Event	Date
1.	Date of advertisement/issue of notice for draw of lots	16.11.2023
2.	Start of registration	20.11.2023
3.	Help Desk operational for training and information on draw of lots	20.11.2023
4.	Flat booking starts from	05.12.2023 onwards
5.	Closure of scheme	31.03.2024

2. **ELIGIBILITY:**

2.1. The applicant must be a citizen of India.

2.2. He/ She should have attained the age of majority i.e., an applicant should have completed 18 years of age as on the last date of submission of the application and legally competent to enter into a contract.

2.3. There shall be no restriction with regard to owning any land/built up property in Delhi.

2.4. The family income of an applicant as well as of joint/co-applicant applying for EWS flats should not exceed Rs. 10 Lakh per annum in case of both the families considered separately. There is no income criterion for other categories except EWS. The applicant can apply according to his/her requirement and affordability.

Family Income for this clause is defined to include the income of the applicant and his/her spouse, if married.

2.5. The applicant should give particulars of his/her savings account in any Bank **in the name of the applicants only** in the 'Application Form'.

2.6. Applicant must have Permanent Account Number (PAN) allotted under the provisions of the Income Tax Act and the same must be quoted in the Application Form.

2.7. In case of joint application under Persons with Disabilities (Divyangjan), the applicant himself/herself should fall within the respective reserved category and the joint applicant/co-applicant should be from within the Family. Family means a person or his/her parents or his/her blood relatives or his/her spouse or any of his/her dependent relative/s including unmarried children.

3. HOW TO APPLY: -

3.1. Interested persons have to visit official website of DDA i.e., www.dda.gov.in & https://eservices.dda.org.in and have to create login credentials using PAN and other details & thereafter login with the same and register themselves for **Diwali Special Housing Scheme 2023 (FCFS)** by paying a sum of Rs. 2,360/- (Rs. 2,000/- towards registration charges & Rs 360/- as GST on the same). This amount is to be paid online and is **non-refundable**. The registration opens with effect from **20th November, 2023.** Those applicants who have already registered themselves in FCFS Phase IV need not register again. Persons already registered in FCFS Phase IV and new applicants successfully registered for this FCFS scheme will be able to book the flats on offer.

3.2. Interested persons can check all relevant details like size of the flats, location of the pocket, price, Lay out plan of the flat/pocket online at https://eservices.dda.org.in. Most of these flats are in **ready to move in** condition.

3.3. The desirous persons can apply online and will have a choice to book a specific flat on 'First Come First Serve' basis.

3.4. Once a specific flat is selected online, he/she will be given a window of 15 minutes time to deposit booking amount in online mode (Internet Banking, Debit/Credit Card only), through a single transaction only. During the period of 15 minutes, that specific flat will not be available for selection by other persons.

Hence, all applicants are advised to ensure availability of required funds in their bank account and enable necessary transaction limit of the requisite amount on their debit/credit cards as well as internet banking, as the case may be.

3.5. As soon as Booking Amount as mentioned in para (3.6) below is successfully deposited by the applicant within the window of 15 minutes' period and confirmed by the bank, the selected flat will be reserved/booked for the applicant and Demand-cum-allotment letter will be issued accordingly within a period of 24 hours except for those flats which are not ready for possession.

3.6. The booking amount (**non-refundable**) for FCFS Phase IV is given below: -

S.No	Category	Booking Amount (Rs)
1	EWS	50,000/-
2	LIG	1,00,000/-
3	MIG	4,00,000/-
4	HIG	10,00,000/-

Note: The booking amount paid will be adjusted against the price of the flat in case of successful booking but this amount **will be non-refundable and shall stand forfeited in case of surrender/cancellation/non-payment of rest of the demand as per demand schedule**.

3.7. **Payment of price of the flat**: Maximum interest free period for deposit of price of flat will be 60 days from the date of issue of demand cum allotment letter block start date. 30 days beyond the interest free period shall also be available to the allottee for deposit of the price subject to levy of interest @11% p.a. The allotment of flat shall stand cancelled without leaving any further intimation by authority to applicant, with forfeiture of the entire booking amount, in case, the price along with interest, as the case may be, is not deposited within the specified period of 90 days.

3.8. The allotment belonging to persons with disability (Divyangjan) will have two options of payment i.e., allotment on hire purchase basis or on cash down basis. The initial payment in case of hire purchase allotment would be 25% of the total price, that has to be deposited within 60 days. Rest of the amount would be taken in monthly instalments over a period up to 15 years.

3.9. Demand-cum-allotment letter will be issued in online mode only, to the successful applicants, within 24 hours of realization of booking amount. An information to this effect will also be sent vide SMS & Email through given mobile & Email. It will be the responsibility of the applicant to regularly check-up for the same on the online portal. No request for condonation of delay in depositing of demand amount on ground of non-receipt of demand-cum-allotment letter in physical mode would be entertained by DDA.

4. DOCUMENTS TO BE SUBMITTED AFTER DRAW OF FLATS & BEFORE POSSESSION OF FLAT THROUGH ONLINE MODE ONLY:

4.1. Affidavit (duly attested) certifying citizenship, age of majority, etc. as per

4.2. Annexure 'C' given below (by allottee and co-allottee, if any).

4.3. Undertaking (duly attested) declaring to not make any addition/alterations in dwelling unit subject to principles of amalgamation of two adjacent flats as per Annexure 'D' given below and to constitute RWA (by allottee and co-allottee, if any).

4.4. Identity proof e.g. Self-attested copy of Passport, Aadhaar card, Government identity card, Election card, Driving license, Ration Card with photo. (Any One)

4.5. Address proof e.g. Self-attested copy of Passport, Aadhaar Card, Government identity card, Election card, Ration Card, Driving license, Telephone bill, Electricity Bill, Water bill, House tax receipt etc of same address as given in application form, Bank Passbook (Page carrying Name and Address).(Any One).

4.6. Self-attested copy of PAN Card for allottee (Co-allottee, if any) and spouse (if any).

4.7. Copy of Loan Sanction Letter duly attested by bank manager (if any).

4.8. Copy of bank statement mentioning the name and account number from which margin money (apart from loan) has been deposited to DDA. (if any).

4.9. In case of EWS category, Income certificate of family to be submitted.

4.10. In addition to above, persons applying under reserved PwD (Persons with Disability) category have to submit an attested copy of the original certificate issued by the Medical Board or a Govt. Hospital in case the applicant is applying under the reserved category of Persons with Disability. A self-attested copy of

guardianship certificate issued by the competent authority, wherever applicable, be attached.

4.11. Copy of TDS Certificate (if applicable).

5. DISPOSAL PRICE OF THE FLATS: -

The tentative disposal price of the flats is given at Annexure "**A**". The disposal price of the flats is calculated as per the plinth area of the flats including common area. The disposal price also includes maintenance charges as stated in para 9.2 below. The variation in price within category, if any, is due to variation in plinth area including common area of the flats. These flats are proposed to be disposed off at the price applicable for FY 2023-24 during the currency of the scheme even if the financial year changes while issuing demand cum allotment letter.

Note: The disposal price doesn't include the conversion charges for freehold property as applicable and water connectivity charges of Rs. 2000/-. There are no conversion charges for EWS flats.

6. METHOD OF PAYMENT OF DEMANDED AMOUNT: -

6.1. The Booking Amount/application processing fee may be paid from any account. through NEFT/RTGS/Net Banking **through online challan generation only**. Any charges, of whatever in nature, in this regard shall be borne by the allottee. Applicants should not use the same generated NEFT challan for multiple payments.

6.2. The allotment of flats shall be made on cash down basis only except by the applicants belonging to PwD (Persons with Disability (Divyangjan)) category who will have the options of making payment either on "Cash Down" basis or in Equated Monthly Instalments (EMIs) on terms and conditions as applicable in their case.

7. MORTGAGE/AVAILING LOAN: -

7.1. The allottee can avail housing loan by mortgaging the flat to following institutions without prior approval of the DDA subject to the condition that first lien will be of the DDA to the extent of recovery of all outstanding dues including disposal/demanded price. However, an intimation regarding institution to which

it has been mortgaged must be sent to concerned Housing Branch, DDA, Vikas Sadan, New Delhi: -

7.1.1. Government of India; State Government; Union Territory Administration;

7.1.2. Public Sector Undertakings / Autonomous Bodies;

7.1.3. Nationalized Banks;

7.1.4. Life Insurance Corporation of India; General Insurance Corporation of India;

7.1.5. Housing Development Finance Corporation;

7.1.6. Cooperative Banks;

7.1.7. MCD; NDMC;

7.1.8. All joint sector companies irrespective of the percentage of shareholding;

7.1.9. University of Delhi;

7.1.10. All organizations, private or public, which receive the approval of Govt. of India, State Govt. for the purpose of general mortgage permission and are recognized by RBI as a Housing Finance Company;

7.1.11. All Financial Institutions extending loans to individuals for house building, if they are leading companies with good market standing and repute say with a capital base of Rs.5 Crores or so;

7.1.12. All Financial Institutions/Banks which are controlled by RBI or the Govt. of India irrespective of the percentage of Govt. shareholding;

7.1.13. All public companies with a capital base of Rs.5 Crores provided they have a Scheme for granting Housing Building Advance/Loan to their employees and the mortgage is required for grant of such advances.

8. MISUSE, ADDITIONS AND ALTERATIONS, ETC.: -

8.1. The flat shall be used only for residential purpose and cannot be put to any other use. I also understand that if I/we buy two adjacent flats in offer in the scheme of Diwali Special Housing Scheme 2023 (FCFS) or buy a flat which is adjacent to a flat which is already owned from an earlier scheme or I/we purchase a flat which is in adjacent to another flat which is purchased by or owned by my immediate family members, I/we have the liberty of amalgamating these two flats by opening a common door through the common wall between them subject to necessary structural approvals.

9. RESPONSIBILITY FOR THE MAINTENANCE OF COMMON PORTIONS AND COMMON SERVICES, ETC.: -

9.1. Every allottee shall be required to become a member of the Registered Agency/Association of Apartment Owners to be formed for the purpose of maintenance of common portions and common services for these housing pockets, in accordance with the provision of the law in force for the time being i.e., DDA (Management & Disposal of Housing Estate) Regulation 1968 in this behalf before the possession of the flat is handed over to him/her. **Only one RWA will be registered for one pocket which will be considered as one Housing Estate. All allottees of each pocket shall mandatorily have to become member of the concerned RWA.**

9.2. The following method regarding Maintenance charges is applicable for this scheme.

i. **Upfront Payment as Corpus Fund**: An upfront maintenance charges would be collected as part of the price towards the flat for creation of a "Corpus Fund" as mentioned in the following table:

Unit Typology / Category	Amount of Corpus fund (in INR)
EWS	75,000
LIG	1,00,000
MIG	1,50,000
HIG	2,50,000

- The corpus fund will be used for major maintenance works carried out in the Housing Estate i.e., the concerned housing pocket.
- Once the RWA is formed for the concerned housing pocket, this fund will be handed over to them by DDA for future maintenance of the housing pocket.

ii. **Monthly Maintenance Charges:**

- For regular day to day recurring maintenance of the housing pocket, a minimal charge of Rs 1.50 to Rs 2.50 per sqft per month (on plinth area) will be taken by the DDA.

Unit Typology / Category	Monthly Maintenance Charge per sqft per month (in Rs)
EWS	1.50
LIG	1.75
MIG	2.00
HIG	2.50

- The monthly charges will be taken up as an upfront payment for 1 year as part of the pricing of the flat. Moreover, in case the RWA is not formed within 1 year, the same will be taken up on actuals for consecutive years and the necessary arrangement for the same would be communicated to the residents for implementation.

Charges mentioned at (i) & (ii) above i.e., upfront payment as corpus fund & monthly maintenance charges for 1 year would be included in calculation of the disposal price.

9.3. The demand cum allotment letter will include the Upfront Payment as Corpus Fund & Monthly Maintenance Charges for 1 (one) year as stated in para 16.2 being part of the reserve price. DDA will undertake day to day maintenance from the amount collected towards maintenance charges for a period of 1 (one) year or formation of RWA whichever is earlier. In case the RWA is formed before completion of 1 year the balance maintenance fund will be transferred to the RWA registered with DDA. The fund becomes operative from the date the first demand-cum-allotment letter is issued.

9.4. The individual flat owners will be fully responsible for all internal maintenance of their flats after they take over the possession.

9.5. Day to day maintenance including maintenance of green areas, cleanliness of campus/colony/housing pocket, replacement of light fittings in common areas, maintenance and operation of lifts, payment of electricity bill for common areas etc. will be the responsibility of concerned RWA.

9.6. For common areas which are common to several housing pockets/ colonies, the responsibility of maintenance will be with urban body, after the area is handed over to the urban body. Till such time that the area is handed over to urban body, maintenance will remain with DDA. While handing over, DDA will clearly mark

the area to be maintained by the urban body and area to be maintained by RWAs.

9.7. Those facilities which are common to more than one RWA like Community Centre, Gyms etc. will be maintained by DDA.

10. MIS-REPRESENTATION OR SUPPRESSION OF FACTS: -

10.1. If it is established that the applicant has applied although he was not eligible as per conditions laid down in Clause 2 or has falsely claimed the benefit of reservation or has given false affidavit/information including quoting wrong PAN number or suppressed any material fact at any time whatsoever, the application/ allotment will be rejected/cancelled summarily without issuing any show cause notice for the same and the entire amount deposited by the allottee will be forfeited. In case multiple applications are received by any individual, such applications would be marked void before the final draw and Booking Amount would be refunded. However, if by any chance multiple allotments are made in the draw to a particular individual who has submitted multiple applications in such cases all the allotments to the particular individual would be cancelled and Booking Amount forfeited. This would be without prejudice to DDA's right to take such other action as may be permissible in law, including lodging a police complaint/FIR for misrepresentation to a Govt. Authority.

11. POSSESSION OF FLATS: -

11.1. The allottee shall be entitled to take possession only after he/she has paid all the dues and completed all the requisite formalities, and furnished/executed all the required documents mentioned in the scheme brochure /the demand-cum-allotment letter.

11.2. **Possession letter will be issued through online mode only, and the allottee has to upload self-attested copies of the requisite documents.**

11.3. **After issuance of Possession letter, allottee has to take physical possession.** If the allottee does not take possession of the flat within 3 months from the date of issue of possession letter, he/she shall be liable to pay watch and ward charges at the prescribed rates beyond the period of 3 months from the date of issue of possession letter.

11.4. The flats are being offered on "as is where basis". DDA will not entertain any request for additions or alterations or any complaints whatsoever, regarding property circumstances as defined in Regulation 19 of the DDA (Management & Disposal of Housing Estate) Regulation 1968. DDA shall also not entertain a complaint about price of flat, its design, the quality of material used, workmanship or any other defects.

11.5. **In case allottee has deposited the full price but has not submitted the requisite documents/ formalities within 3 months from the date of payment of full price, applicable watch and ward charges will be levied upon him/her for the period delayed beyond 3 months and up to the month in which the complete documents are submitted or formalities are completed.**

12. CONVEYANCE DEED: -

12.1. The Conveyance Deed (Free Hold Deed) papers will be issued **online** after receiving a request by allottee after taking over physical possession of the flat. The allottee may reserve a date for execution of Conveyance Deed online. The expenditure on e-stamping and other expenses on account of registration of Conveyance Deed, etc. in this regard shall be borne by the allottee.

12.2. The allottee shall not be entitled to transfer or otherwise part with the possession of the whole or any part of the flat before execution of Conveyance Deed. In the event of sale/ transfer being made without execution and registration of Conveyance Deed, such sale/transfer shall not be recognized by DDA and allotment of such flats will be cancelled.

12.3. The Conveyance Deed in the prescribed format transferring the title to the flat shall be executed in favor of the original allottee, only after taking over physical possession of the flat, which shall be registered with the Sub-Registrar as per law, upon receipt of all other dues provided the original allottee has not in any manner sold, transferred or alienated the whole or any part of the flat by any agreement, of whatsoever nature and/or parted with possession thereof.

12.4. **Date of execution of Conveyance Deed will be reserved by allottee through online mode only. Allottees are required to upload the copy e-stamp papers of the requisite value before reservation of date of execution**

of conveyance deed. On the reserved date, Allottees will have to come with all the original documents for the purpose of verification.

12.5. In the event of death of the original allottee prior to execution of Conveyance Deed, the Conveyance Deed shall be executed in favor of the legal heir(s) of the original allottee, as per policy/guidelines of DDA in respect of mutation.

12.6. **Since a number of concessions are being offered under EWS category while working the price of the flats, the allottees of EWS category flat would not be permitted to sell/ transfer or otherwise part with the possession of the flat in any manner for a period of Five (5) years from the date of taking over of physical possession of the flat.**

13. STATUS OF THE ALLOTTEE: -

13.1. All allotments shall be made on free hold basis. However, the title shall be transferred only when the Conveyance Deed is executed in favor of the allottee and it is registered in the office of the sub-Registrar, GNCTD. For Persons with Disability (Divyangjan) Conveyance Deed will be executed after realization of entire price of flat along with interest and other dues if any in case they choose to get allotment on hire –purchase basis.

14. INSPECTION OF FLAT: -

14.1. The applicants are advised to visit the site and inspect the flats and satisfy themselves with regard to location, size and price of flats before applying under this scheme.

14.2. Sample flats are located at following locations and will be available for inspection of Public on ALL SEVEN DAYS from 10:00 AM to 06:00 PM. During the period scheme is open a representative of DDA will be available On-site during these hours to facilitate inspection. The contact numbers and addresses of the concerned Divisional Executive Engineers to facilitate visit and inspection of the sample flat is as below:

Location	Type of flat	Address of sample flat	Name of Divisional Executive Engineer/ Nodal officer & Contact No.
Narela Sector A1-A4	HIG	208, Blk. G, Pkt. 4	1. Sh. Umesh Kumar, AE: 9149351699
		202, Blk. E, Pkt. 7	
	MIG	202, Blk. A, Pkt. 4	
		202, Blk. A, Pkt. 7	
	EWS	109, Blk. H, Pkt. 4	
		101, Blk. F, Pkt. 7	
Narela Sector G2/G6	LIG	C-09, Pkt 1	1. Sh. Nitish Kumar, AE(Civil): 9999289930 2. Sh. Vivekkumar Singh, AE(Civil): 7091403047
	LIG	A-28, Pkt 4	
	EWS	E1-01, Pkt 1	
	EWS	E1-01, Pkt 4	
Narela Sector G-7	LIG	Flat no. 8, Blk-F, Pkt 6	1. Sh. Arun Kumar, AE (NPD-1): 7042938029 2. Sh. Hitesh Khatri, JE(NPD-1): 9968444405
	EWS	Flat no. 3, Blk-E1, Pkt 6	

14.3. A dedicated call Centre will also start functioning at Vikas Sadan from the date of launch of the Scheme, for resolving the issues of general public, if any.

15. PREFERENTIAL ALLOTMENT: -

15.1. The allotment belonging to persons with disability (Divyangjan) will have two options of payment i.e., allotment on hire purchase basis or on cash down basis. The initial payment in case of hire purchase allotment would be 25% of the total price. Rest of the amount would be taken in monthly instalments over a period up to 15 years.

15.2. 5% rebate in the price subject to a maximum of 1.00 lakh will be given to such allottees who are allotted flat under the above quota. The other conditions of allotment will remain the same. The conveyance deed papers will be executed in the name of original allottees only.

15.3. The letter of allotment of such flats would specifically state that alienation of possession of the flat prior to 15 years or payment of price of flats with interest and other dues whichever is earlier, from the delivery of possession to the allottee would result in automatic cancellation of the flat and under no

circumstances such cancellation would be withdrawn. In addition, the Conveyance Deed for all such cases would also include the following specific clause which would be included in the letter of allotment itself and the allottee should by way of affidavit specifically agree to the same being a part of the conveyance deed before the possession of the flat is delivered to the allottee.

15.4. The proposed clause would be as follows

"That the allottee/vendee specifically agrees that he shall not part with possession of the whole or any part of the flat at any time prior to the expiry of 15 years or payment of price of flats with interest and other dues whichever is earlier from the date of actual delivery of possession thereof by the vendor to the allottee/vendee and to that limited extent, the title in the properly shall be deemed to continue to vest in the vendor. It is further specifically agreed that the case the allottee/vendee violates terms of the present conveyance deed, the entire conveyance deed shall be deemed to be void and, in that eventuality, the vendor shall be entitled to take back possession of the demised property from the allottee/vendee"

15.5. In case the allottee/vendee dies prior to the expiry of the stated period of 15 years, his/her legal representatives and heirs shall be bound to honor the stated condition, but shall be entitled to occupy the said flat.

15.6. The concession shall be applicable to persons who come within the meaning of disability as defined in the Persons with disabilities (Equal Opportunities, protection of Rights and Full Participation) Act 2016 and duly certified by a Medical Board.

15.7. The permissible benefit under this clause will be given only to those applicants who have been allotted the flat under 5% reserved quota. If the flat is allotted under general category, the above benefit will not be extended to them in any case or manner whatsoever and they will neither claim such benefits nor any requests in this regard will be entertained by the DDA.

16. OTHER GENERAL CONDITIONS: -

16.1. DDA reserves the right to alter any terms and conditions/clause of the Scheme brochure at its discretion as and when considered necessary.

16.2. DDA reserves the right to increase or decrease the number of flat on offer under the Scheme. DDA also Reserves the right to withdraw some/all flats depending on the circumstances.

16.3. The allotment under this Scheme shall be on the terms and conditions contained in this brochure, demand cum allotment letter and the DDA (Management & Disposal of Housing Estate) Regulations, 1968.

16.4. As per provisions contained in Regulations No.17 of DDA (Management & Disposal of Housing Estate) Regulations 1986, all rates' fees, taxes, charges assessment of municipal taxes and levies of whatsoever nature shall be borne by the allottee of the Registered Agency/ Association of Apartment Owners; as the case may be and shall be payable by the allottee of Association of Apartment Owners'/Registered Agency within the periods specified in this behalf.

16.5. Any dispute shall be subject to the jurisdiction of Courts/Consumer Court at Delhi/New Delhi only.

16.6. In all the correspondence within DDA regarding allotment etc., the applicants are advised to quote their Application Form No., File No, etc., and such correspondence be addressed to Dy. Director concerned D'-Block, Vikas Sadan DDA, New Delhi-110023.

16.7. In case of any grievance, the applicant can contact Director (H)-I/Director (H)-II, Commissioner (Housing), Principal Commissioner (Housing) or the Vice Chairman, DDA during their Public Hearing days. However, on financial issues, the applicant is advised to first contact Financial Advisor (Housing), D-Block 1st Floor Vikas Sadan, New Delhi-110023.

16.8. It is not possible to check the eligibility of applicant at the time of acceptance of the application. Applicants in their own interest should carefully fully go through the eligibility conditions before submitting their application. Those applicants who do not fulfill eligibility criteria would not be entitled for allotment of flats if at a later stage it is detected that they are not eligible under the Scheme.

16.9. The demand-cum-allotment letter will be issued on the basis of information/document furnished by the applicant in the Application Form for allotment of flat. In case, it is found at any stage that the documents/ information furnished by the applicant are incorrect/ false/ untrue, the allotment shall stand cancelled automatically without any notice and the claim of the applicant in such cases will not be entertained. The whole amount, including Booking Amount, will be forfeited.

Annexure A

Details of Flats, Tentative Price and Locality Codes					
S.No.	Locality	Locality Code	No. of Flats *	Approx. Range of Plinth Area of flat (in Sqm.) **	Broad Range of Tentative Disposal Price (Rs. In Lakh) ***
			HIG		
1.	Narela ,Pocket 3, Sector A1 to A4		368	160.539 to 184.829	150 to 173
2.	Narela ,Pocket 4, Sector A1 to A4		352	160.554 to 185.07	144 to 165
3.	Narela ,Pocket 7, Sector A1 to A4		192	160.931 to 185.221	140 to 161
4.	Narela ,Pocket 14, Sector A1 to A4		272	160.441 to 184.731	141 to 161
	TOTAL HIG		1184		
			2 BHK/ MIG		
5	Narela ,Pocket 3, Sector A1 to A4		648	126.096 to140.496	108 to 120
6	Narela ,Pocket 4, Sector A1 to A4		512	126.096 to 140.496	110 to 122
7	Narela ,Pocket 7, Sector A1 to A4		328	126.397 to 140.496	105 to 117
8	Narela ,Pocket 14, Sector A1 to A4		488	118.259 to 140.496	100 to 118
	TOTAL MIG		1976		
9	Narela ,Pocket 1,3,4,5,6 Sector G2		7913	49.9	23.17 to 23.25
10	Narela ,Pocket 6,7,11 Sector G7		11,767	49.9	28
	TOTAL LIG		19,680		
11	Narela ,Pocket 3, Sector A1 to A4		384	65.841 to 66.321	35
12	Narela ,Pocket 4, Sector A1 to A4		320	61.51 to 61.99	33
13	Narela ,Pocket 7, Sector A1 to A4		200	61.48 to 61.96	32
14	Narela ,Pocket 14, Sector A1 to A4		296	61.25 to 61.73	32
15	Narela ,Pocket 1,3,4,5,6 Sector G2		1,696	34.76 to 35.08	11.54 to 11.67

16	Narela ,Pocket 6,7,11 Sector G7		2,580	34.76 to 35.08	14
	TOTAL EWS		**5,476**		
	GRAND TOTAL		**28,316**		

Note: -

* Number of flats may change at the time of launching of the scheme and number of flats at particular Locality/Zone may be changed subject to availability. Vice-Chairman, DDA will be the competent authority to decide number of flats and updating the Annexure-A accordingly. **The flats will be offered in phased manner** depending on demand situation.

** Plinth Area includes common area and it may vary from flat to flat.

*** The demand letter will be issued as per actual plinth area of the individual flat & therefore the disposal price of flats may vary depending on plinth area. The tentative cost does not include conversion charges and water connection charge.

- The Standard/ Typical unit plan of Housing in respect of localities are annexed.

ANNEXURE-C

E-Stamp Certificate No: _____

AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper/e-stamp paper of Rs. 10/- and shall be attested by Magistrate/Sub-Judge/Notary Public and an extra stamp worth Rs. 5/- should be affixed thereon.)

Affidavit of Sh. /Smt._____s/o/d/o/w/o Shri_____r/o_____ solemnly affirm and state as under:

1. I am a citizen of India.

2. I have attained the age of majority at the time of applying under DDA Online Running Scheme 2023 on First Come First Serve (FCFS) Basis Phase IV. My Date of Birth is _____

3. That the joint applicant under the Scheme is my _____ (relationship), as per provision of Clause 2(xi) of the Scheme Brochure.

4. I have not sold, transferred, assigned or parted with the possession of the whole orany part of the residence at No._____allotted to me against myApplication No._____. That I have not executed any Sale Agreement, Powerof Attorney or Agreement to Sale in favor of anybody.

5. That, I,_____S/o D/o W/o Shri_____r/o_____applied for allotment of EWS/Janta /LIG/MIG/HIG flats under DDA Housing Scheme – vide Application No.__ _____and that I have been allotted a flat No._____, Pkt._____Sec._____, Locality_____vide allotment letter No. _____ dated_____. That I am entitled for possession of the flat.

6. That Sh./Smt._____s/od/o Shri_____is my legally wedded wife/husband.

7. I have read, understood and before filling the Application Form I have accepted all the terms and conditions of the Ciruclar/ Brochure of DDA Online Running Scheme 2023 on First Come First Serve (FCFS) Basis Phase IV.

DEPONENT

VERIFICATION:

I,_____, do hereby verify that the facts mentioned in Paras 1 to 7 above are correct to the best of my knowledge and belief and nothing is false therein and nothing material has been concealed.

DEPONENT

Place .....

Date .....

ANNEXURE-D

E-Stamp Certificate No:_____

UNDERTAKING

(NOTE: This undertaking should be on a non-judicial stamp paper/e-stamp paper of Rs. 10/-shall be attested by Magistrate/Sub-Judge/Notary Public and an extra stamp worth Rs.5/- should be affixed thereon.)

WHEREAS, I,_____S/o/D/o/W/o Shri _____ R/o_____on an application made to the Delhi Development Authority underthe Delhi Development Authority (Management & Disposal of Housing Estates) Regulations, 1968 (hereinafter called the said Regulation) have been allotted a _____(hereinafter called the flat).

AND WHEREAS under the said Regulation, it is obligatory on my part to form a registered agency with the Vice-Chairman, DDA for the management and administration of thc common portions and common services attached to the flats, execute the conveyance deedfor the flat and joint lease deed for the land, under the appurtenant to the flats before the possession of the flat is handed over to me.

AND WHEREAS I in my own interest have applied to Delhi Development Authority forthe possession of the flat allotted for immediate occupation, before the completion of the various formalities required to be performed by me under the said regulations and executionand Application of the documents provided in the Regulations.

I,_____S/o/D/o/W/o Shri _____

R/o_____on an application made to the Delhi Possession of the flat allotted being given to me earlier, I shallabide by all the terms and conditions that are set forth in the DDA (Management and Disposal of Housing Estates) Regulations, 1968, including the documents containing therein, or may be set forth in the Conveyance Deed for the flat and the joint lease deed for the land under the appurtenant to the flats by the Delhi Development Authority and shallsign and execute the same with the Delhi Development Authority and get the same registered at my own cost and expenses in the manner prescribed under the said Regulations within 90 days from the date of handing over the possession

of the flat or such extended period as may be permitted by the Vice Chairman of Delhi Development Authority from time to time and that during the said period of 90 days of such extended period as may be permitted, I shall be responsible for looking after the maintenance ofthe common service attached to the flat allotted.

I, further undertake that we shall constitute and become, a member of the Registered Agency prescribed under the said Regulation and abide by the constitution, a model formof which I have read and understood.

I, also undertake not to make any addition and alteration in the dwelling unit allotted tome without obtaining prior and written permission from the DDA. It will be open to DDA to cancel the allotment and resume the possession of the dwelling unit, if I fail to fulfill the undertaking given herein.

I also understand that if I/we buy two adjacent flats in offer in the scheme of Diwali Special Housing Scheme 2023 (FCFS) or buy a flat which is adjacent to a flat which is already owned from an earlier scheme or I/we purchase a flat which is in adjacent to another flat which is purchased byor owned by my immediate family members, I/we have the liberty of amalgamating these two flats by opening a common door through the common wall between them subject to necessary structural approvals.

Signed by me_____on_____day of

_____.In the presence of witnesses:-

1.

2.

ALLOTTEE

F1(380)/2018/Coordn.(H)/Pt.

Agenda Item No: 25/2019

Sub: - Amendment in DDA (Management and Disposal of Housing Estate) Regulations, 1968

At present, eligibility criterion for applicants in **DDA (Management and Disposal of Housing Estate) Regulations, 1968** and **DDA (Disposal of Developed Nazul Land) Rules, 1981, is not at par.** Following are the eligibility criteria's:

The eligibility criterion as given in the DDA (Disposal of Developed Nazul Land) Rules, 1981 is as under:

"Rule No 17:

General restriction to allotment for residential purposes

Notwithstanding anything contained in these rules, no plot of Nazul land shall be allotted for residential purposes, to an individual other than an individual referred to in clause (i) of rule 6, who or whose wife or husband or any of his or her dependent children, whether minor or not, or any of his or her dependent parents or dependent minor brothers or sisters, ordinarily residing with such individual, own in full or in part, on lease-hold or free-hold basis, any residential land or, house or who has been allotted on hire-purchase basis any residential land or house in the Union territory of Delhi:

PROVIDED that where, on the date of allotment of Nazul land,-

(a) the other land owned by or allotted to such individual is less than 67 square metres, or

(b) the house owned by such individual is on a plot of land which measures less than 67 square metres, or

(c) the share of such individual in any such other land or house measures less than 67 square metres, he may be allotted a plot of Nazul land in accordance with the provisions of these rules. "

Eligibility criteria for allotment of flat as given in **DDA (Management and Disposal of Housing Estate) Regulations, 1968 is as under:**

"Regulation No 7:

Eligibility of Allotment – A dwelling unit or flat in the Housing Estates of the Authority shall be allotted only to such person who or his wife/husband or any of his/her dependant relations including unmarried children do not own in full or in part on free hold or lease hold basis a residential plot or house in the urban area of Delhi, New Delhi and Delhi Cantonment."

PROPOSAL

With a view to bring parity in the eligibility criterion for allotment in DDA (Management and Disposal of Housing Estate) Regulations, 1968 with DDA (Disposal of Developed Nazul Land) Rules, 1981, **Regulation No. 7 of DDA (Management and Disposal of Housing Estate) Regulations, 1968** may be amended as under:

"

Regulation No 7:

Eligibility of allotment – A dwelling unit or flat in the Housing Estates of the Authority shall be allotted only to such person who or his wife/ her husband or any of his/ her dependants relations including unmarried children does not own in full or in part on free hold or lease hold basis a residential plot exceeding 67 sq. mtrs. or flat/ built up house exceeding 67 sq. mtr. in carpet area in the urban area of Delhi, New Delhi and Delhi Cantonment.

"

The above amendment will also be applicable for upcoming/ future Housing Schemes of DDA.

RESOLUTION

DELHI DEVELOPMENT AUTHORITY

NOTIFICATION

New Delhi, the 17th February, 2023

S.O. 753(E).—In exercise of the powers conferred by sub-section (1) of section 57 of the Delhi Development Authority Act, 1957 (61 of 1957), the Delhi Development Authority with the previous approval of the Central Government, hereby makes the following regulations further to amend the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations, 1968, namely:-

1. **Short title and commencement.-** (1) These regulations may be called the Delhi Development Authority (Management and Disposal of Housing Estates) Amendment Regulations, 2022.

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

2. In the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations, 1968 (herei nafter referred to as the said regulations), in regulation 2,-

(i) for clauses (4) and (4a), the following clause shall be substituted, namely:-

'(4) "Allottee" means a person or an entity to whom a property has been allotted by way of sale:';

(ii) for clauses (5) and (5a), the following clause shall be substituted, namely:-

'(5) "Applicant" means a person or an entity who has sent an application through physical mode putting his or her or its representative's signature or affixing thumb impression thereon or through online mode;';

(iii) for clauses (16) and (16a), the following clause shall be substituted, namely:-

'(16)"Eligible person" means a person or an entity who is entitled to purchase the property in accordance with conditions of the scheme and in terms of these regulations:';

(iv) after clause (30a), the following clauses shall be inserted, namely:-

'(30b) "Developing area" means an area or locality wherein more than 25 per cent. Flats or dwelling units under a housing scheme remain unsold;';

'(30c) "Unsold flats" means flats which could not find buyer after closing of a scheme and shall also include surrendered or cancelled flats;';

'(30d) "Entity" means,-

a) the Central Government or State Government or Union territories administration including subordinate or attached offices under their administrative control;

b) autonomous body and public sector undertakings constituted by the Central Government or State Government or Union territories administration or partly by the Central Government and partly by one or more States Government or Union territories administration; and

c) local bodies;';

'(30e) "Closing of Scheme" means six months from the conduct of draw of lots of the scheme;'.

3. In the said regulations, for regulations 7 and 7(a), the following regulation shall be substituted, namely:-

"7. "Eligibility of Allotment.- A dwelling unit or flat in the Housing Estates of the Authority shall be allotted to a person who or his/her spouse **or** any of his/her dependent relations including unmarried children who do not own in full or in part on freehold or lease hold basis, a residential plot/s' area exceeding 67 square metres cumulatively or flat/s' or build up house/s' having carpet area exceeding 67 square metres cumulatively in the urban area of Delhi, New Delhi and Delhi Cantonment:

Provided that nothing in this regulation shall affect allotment of unsold flat or dwelling unit located in developing area to any person or entity by way of sale.".

4. In the said regulations, for regulation 28, the following regulation shall be substituted, namely:-

"28. Draw of Lots.- The allotment of property to eligible applicants shall be made by draw of lots under supervision of the Committee and where the number of eligible applicants exceeds the number of properties, lots shall be drawn to the extent of the number of properties available plus 100 per cent. thereof, if available serve as a waiting list.".

5. In the said regulations, after regulation 28, the following regulation shall be inserted, namely:-

"28(a). In addition to the mode specified in regulation 28, in case of unsold flats in a developing area, the allotment of property may be done through online mode on 'First Come First Serve' basis to the eligible applicants."

[F. No. F/1/0027/2019/CORD/-Housing (Coordn.)]

D. SARKAR, Commissioner-cum-Secy.

Note : The principal regulations were published in the Gazette of India, Part II, Section 3, Sub-section (ii) vide number S.O. 1457(E) dated the 27.04.1968 and subsequently amended vide number S.O. 1699(E) dated 25.07.2011.

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

ITEM NO. 71/2018

SUB: PROPOSAL FOR LAUNCHING ONLINE RUNNING SCHEME:

BACKGROUND:

Around 9,000 one bed room flats at Narela, Rohini (Sector 34 & 35), Siraspur, Loknayak Puram and Ramgarh Colony and 155 Janta flats at Rohini Sector 4 have been surrendered by the successful allottees of Housing Scheme 2017. With a view to dispose of the surrendered flats, approval was accorded by Authority for allotment of available LIG/One Bed Room flats to CISF and other Paramilitary forces vide Agenda Item No. 12/2018. As per approval of the Authority, 1518 one bed room flats at Rohini and Siraspur have been allotted (1500 to CISF). Offers have been received from other para-military forces i.e. CRPF & BSF for allotment of One Bed room flats. In addition to above, approval was accorded by Authority vide Agenda Item No. 35/2018 for allotment of surrendered LIG/One Bed Room flats at Narela, Siraspur & Rohini to Bulk Buyers of Central/State Governments, local bodies and Public Sector Undertakings etc. The scheme for these Bulk Buyers has already been launched. However, it is likely that number of these flats will still remain vacant even after allotment of these flats to Para-military Forces and Govt. Organisations as these organizations are mostly opting for those contiguous flats that can be amalgamated. There are number of flats that are isolated and whose adjacent flat is not available to combine them as pair. The details of surrendered One bed room/ Janta flats of 2017 scheme not yet allotted are as follows:-

Location	Category	Number of flats
Narela	One bed room	3164
Sector 34 & 35 Rohini	One bed room	2139
Siraspur	One bed room	1517
Loknayakpuram	One bed room	368
Ramgarh Colony	One bed room	241
Dwarka Sector 23B	One bed room	36
Rohini Sector 4	Janta	155
Grand Total		7601

Out of above mentioned flats around 2500 flats at Narela, Siraspur and Sector 34 & 35 Rohini can be amalgamated. Hence 5000 flats that cannot be amalgamated may not be opted by para Military forces and Govt organisations and are likely to be available as unsold inventory.

Due to non-disposal of these constructed flats the capital of DDA is stuck in these projects and DDA is losing financially on account of cost being borne by DDA on this capital. With a view to dispose of the available inventory of surrendered One bed room/ Janta flats ,online running scheme for allotment of surrendered flats is being proposed which will be an ongoing and running scheme so that the amount spent by DDA on construction of these flats is realised, in a time bound manner. This scheme however, will be restricted to surrendered One bed room/ Janta flats located at un-attractive places. These places are Narela, Sec. 34 & 35 Rohini, Siraspur, Lok Nayak Puram, Ramgarh Colony and Sec. 23-B Dwarka for One Bed Room flats surrendered in 2017 scheme and Rohini Sector 4 for Janta flats surrendered in the 2017 Scheme.

DDA is constructing majority of housing units at Narela. Around 27000 housing units at Narela are likely to completed by 31.3.2019. Since Narela is a remote location, it is likely that there may not be adequate demand for Housing units at Narela as and when the Scheme is launched by the DDA or allotted flats may get surrendered. Therefore, in addition to flats mentioned above, the flats constructed at Narela and surrendered in the upcoming Housing Schemes will also be disposed by DDA by launching on-line running scheme, as proposed.

B. SCHEME IN DETAIL:-

In order to launch the Scheme, System Department has already been requested to develop software for on-line disposal of available flats of various categories. The list of available flats, along with tentative size, location and tentative cost will be made available on DDA website. The flats located at places mentioned above will be included in the scheme with the approval of Vice Chairman. As same flats are also being offered to Para military forces and other Bulk buyers, the flats will be offered to general public through this scheme after all these options (i.e Para-Military forces, welfare housing of govt. employees) have been explored and closed.Specific locations, pockets, towers and flat numbers of flats being made available in the scheme will be made known to public. The desirous applicant will apply on-line and will opt for specific flat on first cum first serve basis. Once selecting for a specific flat on-line he will be given reasonable time say 30 minutes to deposit application money on-line. Till this period of 30 minutes the flat

- The applicant must be citizen of India
- The applicant should have attained the age of majority on the date of submitting the application or should have completed 18 years of age as on the date of submitting the application.
- The applicant must not own any dwelling unit (including residential plot) wholly or in part on 'leasehold or freehold basis' in urban areas of Delhi, New Delhi or Delhi Cantonment either in his/her name or in the name of his/her spouse or in the name of his/her dependent relations including unmarried children.
- Applicant must have Permanent Account Number (PAN) allotted under the provision of Income Tax Act and same must be quoted in the Application Form.
- There is no income criteria. The applicant can apply according to his/her requirement and affordability.

C. APPLICATION/EARNEST MONEY AND COST:

These surrendered flats of 2017 scheme will be offered at the same cost as notified in the housing scheme 2017 including the maintenance charges.

The applicant applying 'on-line' for allotment of flat shall have to deposit non-refundable "Application/Earnest Money" alongwith the on-line application, as per following details: -

5.	Janta	Rs.	10,000/-
6.	LIG/One bed room flat-	Rs.	15,000/-

7	MIG	-	Rs 25,000/-
8	HIG	-	Rs 50,000/-

Application once submitted cannot be withdrawn

6. TERMS AND CONDITIONS:

Other terms and conditions of the scheme not specifically mentioned above will be as per DDA Housing Scheme 2017 and will be detailed out at the time of launching this scheme

The above proposal is submitted for approval of the Authority

RESOLUTION

The proposal contained in the agenda item was approved.

Sub: - Amendment in DDA (Management and Disposal of Housing Estate) Regulations, 1968

BACKGROUND

Allotment of built-up flats/dwelling units are regulated by the provision of **DDA (Management and Disposal of Housing Estate) Regulations, 1968.** The attention is drawn to Regulation No. 7 which makes only those persons eligible for allotment of DDA flat/dwelling unit who himself/herself or his/her spouse or dependent family member **doesn't own a house/plot in Delhi**. Therefore a person owning a house in Delhi of whatever area cannot apply for allotment of DDA flat. While intention of the aforesaid regulation was well intended at the time of promulgation of the regulation i.e. 1968 to ensure allotment of DDA flat to only those who don't own a house in Delhi, it outlived its purpose in the present scenario of development in Real Estate sector in and around Delhi. There have been enormous development in NCR in the real Estate sector during last 25 years. . Buyers now have multiple options to buy flats constructed by private builders/developers in satellite towns of Delhi like Gurgaon, Noida, Faridabad, Ghaziabad, etc where a huge inventory of unsold flats is available for sale. Impact of the aforesaid developments is seen in terms of lesser demand of DDA flats. Since 2014, all Housing Schemes launched by DDA have received poor response. The details depicted in the following charts show number of flats offered and remained unsold-

S.no	Name of Scheme	Flats offered	Remained Unsold in the Scheme
1.	Housing Scheme 2014	25,040	12,270
2.	Housing Scheme 2017	12,617	9,286
3.	Housing Scheme 2019	17,922	15,902
4.	Housing Scheme 2021	1,353	860

2. In the current scenario of the Real Estate Sector DDA is facing stiff competition with private builders/ developers to sell its flats. It has been observed that restrictions imposed by the Regulation 7 are adversely affecting sale of DDA flats from the demand side in terms of not able to sell flat to those who owns a flat or plot in Delhi even though they may be wiling and have purchasing power to buy the flat. A private

Builder/Developer doesn't have such restrictions for selling their flats. Therefore it is need of the hour to provide DDA a level playing field for selling its built-up inventory of the flats which is getting accumulated year after year particularly in developing area like Narela. DDA has invested approximately Rs. 20,000 Crore in building/constructing flats/ residential dwelling units and other infrastructure facilities in Narela Sub-city. Inventory of built-up flats in Narela sub-city is likely to add-up in the ensuing years. Therefore if adequate measures are not taken to dispose-off the built-up flats particularly in Narela, it will adversely affect the Financial health of the organization to a considerable extent.

3. Efforts have been made from time to time to make suitable changes in the regulations to dispose-off the flats. In order to sell CWG Flats to Government Departments, amendments were made in the Regulations in the year 2010 to make Central/State Government Departments, their subordinate & attached offices eligible to apply for the CWG flats only. Since relaxation in eligibility conditions was applicable in respect of CWG flats only, amendments in the regulation on the same line was proposed in the year 2018-19 to all flats of DDA in favour of central/state govts. Two agendas bearing no 16/2019 and 25/2019 were approved by the authority to incorporate certain provisions to sell unsold flats in Narela and Rohini. While Agenda no. 16/2019 was intended to make suitable amendments in the regulations for disposing/selling unsold flats located at Narela & Rohini to Government Departments/PSUs, the Agenda No. 25/2019 was mooted to incorporate a reasonable limit/area in terms of not more than 67sqm flat/plot to the prospective applicants. Notably, the existing Regulation 7 makes the applicant ineligible for allotment of flat even if he/she owns a EWS flat in Delhi. .

4. After approval of the Authority the proposals as contained in aforesaid agendas were referred to the MoHUA . During the discussions held at various level with the Officers of MoHUA and considering their observations, it has been decided to send a comprehensive proposal for Amendment/Modifications in the Regulations, 1968. Accordingly the draft Agenda has been prepared to make suitable changes in Regulation 7 titled as '***Eligibility of allotment***', Regulation 28 titled as 'Draw of Lots' & Regulation 2 under the title 'Definition'. The proposed amendments/modifications are intended to meet the following twin objectives:

a) Enable DDA to sell its unsold flats to all persons/applicants and government entities without any restrictions in terms of ownership of flat/plot in Delhi,and ;

b) To enable DDA to offer the unsold flats on 'First Come First Serve' basis so as to facilitate all interested persons to get the allotment of a flat of their choice at any time without waiting for launch of the housing scheme.

Proposed Amendments/modification:

Accordingly the following modifications in the regulations are proposed:

A. **Regulation 7** may be **substituted/modified** and read as:

Eligibility of Allotment - *A dwelling unit or flat in the Housing Estates of the Authority shall be allotted to a person or his wife or vice-versa or any of his or her dependent relations including unmarried children do not own in full or in part of freehold or lease hold basis, a residential plot/s' area exceeding* ***67 sq. mtrs cumulatively*** *or flat/s' or built up house/s' having carpet area exceeding* ***67 sq. mtrs cumulatively*** *in the urban area of Delhi, new Delhi and Delhi Cantonment"*

i) Provided that nothing in the rule shall affect allotment of unsold flat/dwelling unit located in developing area to any person or entity by way of sale.

Regulation 28 may be read as follows:

Regulations 28: Draw of Lots: *The allotment of property to eligible applicants shall be made by draw of lots under supervision of the committee. Where the number of eligible applicants exceeds the number of properties, lots shall be drawn to the extent of the number of properties available plus* ***100 per cent*** *thereof serve as a waiting list.*

Regulation 28 (a) is proposed to be added which is read as follows:

Regulations 28 (a). *In addition to the mode prescribed in regulation 28, In case of unsold flats in a developing area, the allotment of property may be done through online mode on* ***'First Come First Serve'*** *basis to the eligible applicants.*

B. Corresponding changes in Definitions are **made** and read as follows:

'Regulation 2(4): "Allottee" *means a person or an entity to whom a property has been allotted by way of Sale.*

'Regulation 2(5): "Applicant" *means a person or an entity who has sent an application putting his or her or its representative's signature or affixing thumb impression thereon or through online mode.*

'Regulation 2(16): "Eligible person" *means a person who is entitled to purchase the property in accordance with conditions of the scheme and in terms of these regulations.*

C. The following definition may be **added** to give effect to the proposed changes in Regulation 7 & 28:-

'Regulation 2(30b) "**Developing area**" means an area/locality wherein more than 25% flats or dwelling units remain unsold of a scheme.

'Regulation 2(30c) **"Unsold flats"** mean flats which could not find buyer after closing of a scheme and shall also include surrendered/cancelled flats.

'Regulation 2(30d) "Entity" means:

a) Central Government or State Government or union territories administration.

b) Autonomous Body & Public Sector Undertakings(PSUs) constituted by Central Government or State Government or union territories administration or partly by Central Government and partly by one or more state government or union territories administration and

c) local bodies, for remunerative or semi-remunerative or un-remunerative purpose.

'Regulation 2(30e) **"Closing of Scheme"** means 6 months from the conduct of draw of lots of the scheme.

D. The following regulations may be **deleted** being redundant in the light of proposed changes/additions.:-

*Regulation 2(4a): **"Allottee"** means/includes Central Government/State Government, their subordinate Departments and PSUs under them in case of Commonwealth Games 2010 Village Flats.*

*Regulation 2(5a): "**Applicant"** means/includes Central Goverment/State Government, their subordinate Departments and PSUs under them in case of Commonwealth Games 2010 Village Flats, who has/have sent application(s) putting signature and seal of authorized officer.*

*Regulation 2(16a): **"Eligible Person"** means/includes a person, Central Government/State Government, their subordinate Department and PSUs under them who is entitled to purchase of Commonwealth Games 2010 Village flats in accordance with the provisions of Commonwealth Games 2010 Project, Scheme and these Regulations.*

* A comparative chart showing details of existing provisions, proposed modifications in terms of additions/deletions is enclosed herewith as '**Annexure**

A1'.

PROPOSAL :

(I) The amendments proposed above may be approved, and;
(ii) Resolutions 16/2019 and 25/2019 be rescinded.
(iii) The proposal be sent to MoHUA for approval and notification of the proposed amendments as per section 57 of the DD Act.

RESOLUTION

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'Annexure A1'

*S No.	Existing Regulation	Modification	Addition	Deletion	Remarks
1.	**Regulation 7** Eligibility of Allotment – A dwelling unit or flat in the Housing Estates of the Authority shall be allotted only to such person who or his wife/husband or any of his/her dependent relations including unmarried children do not own in full or in part on free hold or lease hold basis a residential plot or house in the urban area of Delhi, New Delhi and Delhi Cantonment."	**Regulation 7** Eligibility of Allotment - A dwelling unit or flat in the Housing Estates of the Authority shall be allotted to a person or his wife or vice-versa or any of his or her dependent relations including unmarried children do not own in full or in part of freehold or lease hold basis, a residential plot/s' area exceeding **67 sq. mtrs cumulatively** or flat/s' or built up house/s' having carpet area exceeding **67 sq. mtrs cumulatively** in the urban area of Delhi, new Delhi and Delhi Cantonment" Provided nothing in the rule shall affect allotment of unsold flat/dwelling unit located in developing area to any person or entity by way of sale.	i) 67 sqm cumulatively ii) Provided that the aforesaid eligibility condition shall not apply for allotment of unsold flat/s located in a developing area.		In order to bring parity in the eligibility criterion for allotment in DDA (Management and Disposal of Housing Estate) Regulations, 1968 with DDA (Disposal of Development Nazul Land) Rules, 1981, Regulation No. 7 of DDA (Management and Disposal of Housing Estate) Regulations, 1968 was amended. ii) To enable DDA to dispose off unsold flats to all persons without any restrictions in terms of having property in Delhi. iii) To allot unsold flats to Government/semi-government entities.
2.	**Regulation 2(4)** "Allottee" means a person to whom a property has been allotted by way of sale:	**Regulation 2(4)** "Allottee" means a person an to whom a property has been allotted by way of Sale.		**Regulation 2(4a):*** "Allottee" means/includes Central Government/State Government, their subordinate Departments and PSUs under them in case of Commonwealth Games 2010 Village Flats. * Added in 2010 to sell CWG flats to Government entities.	The changes were made to dispose of the surrendered flats of Housing Scheme 14 & 17to Para-military forces, Delhi Police and other Central Government Agencies.

'Annexure A1'

	Regulation 2(5) "Applicant" means a person who has sent an applicant putting his signature or affixing his thumb impression thereon.	**Regulation 2(5)** "Applicant" means a person or an entity who has sent an application putting his or her or its representative's signature or affixing thumb impression thereon or through online mode.		**Regulation 2(5a):** "Applicant" means/includes Central Goverment/State Government, their subordinate Departments and PSUs under them in case of Commonwealth Games 2010 Village Flats, who has/have sent application(s) putting signature and seal of authorized officer.	
	Regulation 2(16) "Eligible person" means a person who is entitled to the purchase of a property in accordance with the provisions of the Scheme and these regulations.	**Regulation 2(16)** "Eligible person" means a person who is entitled to purchase the property in accordance with conditions of the scheme and in terms of these regulations.		**Regulation 2(16a):** "Eligible Person" means/includes a person, Central Government/State Government, their subordinate Department and PSUs under them who is entitled to purchase of Commonwealth Games 2010 Village flats in accordance with the provisions of Commonwealth Games 2010 Project, Scheme and these Regulations.	
3.	**Regulation 28** **Draw of Lots:** The allotment of property to eligible applicants shall be made by draw of lots under the supervision of Committee. Where the number of eligible applicants exceeds the number of properties, lots shall be drawn to the extent of number of properties available plus 25 per cent thereof serve as a waiting list.	**Regulations 28:** **Draw of Lots:** The allotment of property to eligible applicants shall be made by draw of lots under supervision of the committee. Where the number of eligible applicants exceeds the number of properties, lots shall be drawn to the extent of the number of properties available plus **100 per cent** thereof serve as a waiting list.	i) **25% replaced by 100%**		The proposed amendment was inserted to dispose of the surrendered / unallotted flats by way of special Housing Scheme on "First Come First Serve Basis".

400

'Annexure A1'

			Regulations 28 (a). In addition to the mode prescribed in regulation 28, In case of unsold flats in a developing area, the allotment of property may be done through online mode on 'First Come First Serve' basis to the eligible applicants.		
	Regulation 2(30) "Scheme" means a scheme prepared by the Authority the creation of one or more Housing Estates;		**Regulation 2(30b)** "**Developing area"** means an area/locality wherein more than 25% flats or dwelling units remain unsold of a scheme. **Regulation 2(30c) "Unsold flats"** mean flats which could not find buyer after closing of a scheme and shall also include surrendered/cancelled flats **Regulation 2(30d) "Entity"** means: a) Central Government		These regulations are added for defining the words 'developing area', 'Unsold Flats', 'Entity' & 'Closing of Scheme'

'Annexure A1'

			or State Government or union territories administration. b) Autonomous Body & Public Sector Undertakings(PSUs) constituted by Central Government or State Government or union territories administration or partly by Central Government and partly by one or more state government or union territories administration and c) local bodies, for remunerative or semi-remunerative or un-remunerative purpose. **Regulation 2(30e) "Closing of Scheme"** means 6 months from the conduct of draw of lots of the scheme.		

ITEM NO. 33/2023

Sub: - Amendment in Regulation 7 "Eligibility of Allotment" of DDA (Management and Disposal of Housing Estate) Regulations, 1968

F.1/0098/2023/Coord/O/o-DD(Coordination)

A. BACKGROUND

Allotment of built-up flats/dwelling units are regulated by the provision of **DDA (Management and Disposal of Housing Estate) Regulations, 1968.** At the time of promulgation of the Housing Regulations i.e., 1968, the allotment of DDA flats was done to only those individuals who didn't own a house or land property in Delhi as at that time most of the individuals did not have any property and also did not have many options to purchase a property in Delhi. Further, only DDA was engaged in constructing flats in Delhi and no private players were offering flats for sale in Delhi. Regulation 7 **(Annexure 1)** containing eligibility of allotment read as under:

> *Eligibility of Allotment – A dwelling unit or flat in the Housing Estates of the Authority shall be allotted only to such person who or his wife/husband or any of his/her dependent relations including unmarried children do not own in full or in part on free hold or lease hold basis a residential plot or house in the urban area of Delhi, New Delhi and Delhi Cantonment."*

2. Two agendas bearing no 16/2019 (**Annexure 2**) and 25/2019 (**Annexure 3**) were approved by the Authority to incorporate certain provisions to sell unsold flats in Narela and Rohini. While Agenda no. 16/2019 was intended to make suitable amendments in the Regulations for disposing/selling unsold flats located at Narela & Rohini to Government Departments/PSUs, the Agenda No. 25/2019 was mooted to incorporate a reasonable limit/area in terms of not more than 67sqm flat/plot to the prospective applicants. The limiting criteria of owning land/built up property upto 67 sqm was brought in to maintain parity with DDA (Disposal of developed Nazul Land) Rules, 1981 (**Annexure 4**).

3. After approval of the Authority the proposals as contained in aforesaid agendas were referred to the MoHUA. During the discussions held at various level with the Officers of MoHUA and considering their observations, it was decided to send a comprehensive proposal for Amendment/Modifications in the Regulations, 1968. Accordingly, the draft Agenda 17/2022 (**Annexure 5**) was submitted for suitable changes in Regulation 7 titled as '***Eligibility of allotment*** ', Regulation 28 titled as 'Draw of Lots' & Regulation 2 under the title 'Definition'. Authority in its meeting on 11.03.2022 approved the agenda and subsequently after the approval of MoHUA, the Regulations were amended vide gazette notification S.O. 753(E) dated 17.02.2023 titled as "DDA (Management and Disposal of Housing Estates) Amendment Regulations, 2022" (**Annexure 6**). Vide this notification eligibility of allotment was amended inserting the clause of 67sqm thereby providing some relaxation to restrictions in terms of ownership of flat/plot in Delhi which reads as

under:

" Regulation 7: "Eligibility of Allotment - A dwelling unit or flat in the Housing Estates of the Authority shall be allotted to a person who or his/her spouse of any of his or her dependent relations including unmarried children who do not own in full or in part on freehold or lease hold basis, a residential plot/s' area exceeding 67 sq. mtrs cumulatively or flat/s' or built up house/s' having carpet area exceeding 67 sq. mtrs cumulatively in the urban area of Delhi, New Delhi and Delhi Cantonment"

Provided that nothing in this regulation shall affect allotment of unsold flat or dwelling unit located in developing area to any person or entity by way of sale."

B. Examination

1. Currently, the limiting criteria of owning cumulatively 67 sqm land/built up property in Delhi is applicable to "non developing area" i.e. area where more than 25% of the inventory has been sold from 6 months of launching of the scheme. This criterion is not applicable to "First Come First Serve (FCFS)" Scheme where only unsold inventory of "developing areas" are offered for sale. Briefly speaking, this limiting criterion will be applicable to a regular Housing Scheme wherein fresh inventory is offered for sale including old inventory belonging to "developed areas" like Vasant Kunj.

2. So to say, a person owning a house/land in Delhi of more than 67sqm area cannot apply for allotment of DDA flat in a regular housing scheme where new inventory plus old inventory of good localities are offered for sale. The restrictions imposed by the Regulation 7 are adversely affecting the sale of DDA flats from the demand side as it is restricting the ambit of number of eligible persons. Such restrictions do not bound the private builders and other authorities in Delhi NCR. In the current scenario of real estate, there is an enormous growth in the property market in the last 25 years. The demand and supply situation has undergone a sea change during this period. The area of Delhi NCR has developed at a very fast pace and now buyers have multiple options to buy flats constructed by private builders/developers in satellite towns of Delhi like Gurgaon, Noida, Faridabad, Ghaziabad, etc where a huge inventory of unsold flats is available for sale at competitive prices. Impact of the aforesaid developments is seen in terms of lesser demand of DDA flats. The requirements of housing for an average household family in Delhi has increased multi-fold with a family requiring multiple house/flats due to the aspirational nature of society, economic growth and dynamic needs of burgeoning young classes of youth who require their own housing for maintaining independent life style. Since 2014, all Housing Schemes launched by DDA have received poor response. The details depicted in the following table show number of flats offered and remaining unsold: -

S.no	Name of Scheme	Flats offered	Remained Unsold in the Scheme	% Unsold Inventory
1.	Housing Scheme 2014	25,040	12,270	49%
2.	Housing Scheme 2017	12,617	9,286	74%
3.	Housing Scheme 2019	17,922	15,902	89%
4.	Housing Scheme 2021	1,353	917	68%
5.	Special Housing Scheme 2021	18,335	16,546	90%
6.	FCFS 2022	3,920	1,575	40%
7.	FCFS 2023 (Till 28.07.2023)	5,623	4,074	72%

3. Considering the fact that FCFS scheme is not bound by the limiting eligibility criteria of cumulatively owning a built up flat/land not exceeding 67sqm, the disposal of inventory in FCFS 2022 and FCFS 2023 (10.07.2023 to 28.07.2023) for the first 18 days of operation is quite good in comparison against the regular housing schemes where the unsold inventory stands as high as at the staggering figure of 90% where the criteria of 67 sqm is in operation.

4. In view of the relaxation in the Regulation for FCFS scheme for developing area which has shown encouraging results, there is a need to provide a level playing field for selling all kinds of DDA's built-up inventory of flats which is getting accumulated year after year. The tepid response to regular housing schemes necessitates a commensurate change in eligibility criteria so that maximum of fresh inventory of DDA gets sold in the initial stage itself leading to recovery of our capital, avoidance of repair/maintenance expenses and depreciation of inventory leading to their vintage nature.

5. In line with our terms and conditions eligibility of regular housing scheme **(Annexure 7)**, the Regulation 7 also need to be amended to include that the person must be a citizen of India who has attained the age of majority i.e. 18 years of age

C. PROPOSAL:

In view of the above, the following modifications in the regulations are proposed:

Regulation 7 may be **substituted/modified** and read as:

"Eligibility of Allotment - A dwelling unit or flat in the Housing Estates of the Authority shall be allotted to a person who is a citizen of India and has attained the age of majority i.e. he/she has completed eighteen years of age as on the date of his/her application.

Provided that nothing in this regulation shall affect allotment of unsold flat or dwelling unit located in developing area to any entity by way of sale."

The proposal is submitted for kind consideration and approval of Authority. After approval of Authority, the proposal would be sent to MoHUA for approval and notification of the proposed amendment as per section 57 of the Delhi Development Act, 1957.

RESOLUTION

Item No: 7/2002. Sub: The Costing of Flats by DDA-Moving from Actual Cost to Standard Cost
F.21(167I)2001/HAC

PRECIS

I Present Methodology for Costing of Flats (Agenda Item No.28/94 and 151/93).

The present elements of costs are as follows:-

S.No.	Particulars	Remarks
A.	Cost of Construction	As intimated by Engineering Wing.
B.	Maintenance Charges	3.5% on (A) above for SFS, MIG and 3.25% for Janta, LIG
C.	Community Facilities charges	Rs.1 per square ft. subject to a maximum of Rs.750 for MIG/SFS and Rs.500 for LIG. No charges for Janta.
D.	Departmental Charges	10% for MIG/SFS and LIG 6.5% for Janata
E.	Administrative Charges	1% on MIG/SFS and LIG, no charges for Janata
F.	Interest Charges	@ 15% for 15 months for single or double storeyed flats and 18 months for 3 or more storeyed flats. Nil for SFS
G.	Cost of land	As approved from time to time
H.	Floor Equalization Charges	4.5% extra from allottees of ground floor Discount for First Floor 1% Discount for Second Floor 1.5% Discount for Third Floor 2%
I.	Surcharges	20% on flats in South Delhi for SFS flats
J.	Service Charges	2.5% of cost of land from the date of allotment till handing over of services to M.C.D.
K.	Actual Period Interest	In case of SFS flats 10% charged from the original start to the date when allottee joins the scheme.
L.	Other Charges	Documentation charges Rs.75 Share Money Rs.100 Water Charges Levied at the time of possession
M.	Ground Rent in respect of Hire-Purchase allotment	2.5% per annum of cost of land after two years

II. The Present system of Costing by DDA:

The costing is done by Housing Finance Wing with the approval of FM and VC. The method is that of actual cost or approved cost whichever is higher and not standard costs. Actual costs form the basis because the overall assumption is that of no profit no loss, which has been paraphrased to mean that each unit must be on no profit no loss. The data on actual expenditure and area of the housing units are supplied by the Engineering Wing to the Finance Department for costing purposes. On this Community Facilities, Departmental charges, Administrative charges, interest and land cost is added. This is at present the cost of the unit to which other charges, such as, document charges, service charges, share money, water charges etc. are further added on.

III. Need for Reform

a. There is lack of synchronization and consequently delays in raising the demand.
b. Data input on final cost often takes considerable time resulting in delay in receipt of basic data.

IV. Actual Cost to Standard Cost: Agenda for Reform.

1. The costing system would be restructured as follows:-
   a. Finance Wing may fix costing on the basis of standard costing and not actual costing for each housing unit or cluster.
   b. The Plinth Area Rate of construction would be announced twice in a year and would apply as on 1st April and 1st October each year.
   c. The cost would be expressed in Rs.per square meter of plinth area.
   d. The list of overheads would be pruned to only two elements i.e. departmental charges and service charges.
   e. No floor equalization charges would be levied or discount for different floors may be given.

2. Standarad Costing may mean the following:

   a. **Cost of a unit** =Cost of construction +Departmental Charges + interest + Cost of land + Service Charges capitalized + Ground Rent capitalized or Free hold charges as the case may be +share money+cost of court yard (if any) +Cost of car/scooter garage, (if any)

i. **Cost of construction**:- The cost of construction per Square meter may be based on weighted average of actual cost of construction for the current year and total plinth area of the flats. This will be referred to as plinth area rate (PAR), it will include maintenance charges.. Separate PAR may be worked out for flats with lift and flats without lift. PAR for EWS/Janta/LIG/MIG/HIG/SFS may remain same within overall classification of with lift and without lift. The PAR so arrived will be updated by 5% for future increase and will remain valid till 31.3.2002. After this PAR will be decided on half yearly basis and will be applicable from 1st April and 1st October. PAR of 1st April will be based on actual costing data received upto 28/29th Feb and PAR of 1st October will be based on costing data received upto 31st August preceding 1st April and 1st October respectively. PAR of with lift flats are based on approved PEs of current year as actual costing has not been done in recent past. The PAR would be rounded off to multiple of 100.

ii. **Departmental charges** Departmental charges will include prepossession charges at present divided into Community Facilities, Departmental charges, Administrative charges, Documentation Charges and cost of water connection charges levied at the time of possession, which is proposed to be as under:-

Sl.No.	Category	%age of Construction Cost
1.	EWS/Janta	10%
2.	MIG/LIG/HIG	15%

iii. **Interest**- Interest during construction period may continue to be provided at the rate of 15% per annum on cost of construction and departmental charges for the following months:-

S.No.	Particulars	Number of months
i.	Single & double storey	18 months
ii	Three & four storey flats	24 months
iii	More than 4 storey flats	24 months (without lift) 30 months (with lift)

iv. **Cost of land**:- The cost of land per square meter will depend on developmental status of the area. This would be given by the Land

Costing Wing. Since the gross area of the scheme to the plinth area of the flats will depend on the number of storeys/ground coverage, hence the land rate may be multiplied with the following factors:-

Sl.No.	Particulars	Factor
1	One Storey	2.5
2	Two Storey	2.0
3	Three Storey	1.5
4	Four /Five Storey	1.0
5	More than Five Storey	0.6

v. **Service charges**:- Service charges are presently collected @ 2.5% per year of land cost till services are handed over to MCD. If out of 2.5 % recovered as service charges, 0.75% is taken as transaction cost, the balance will be 1.75% of the land cost. Service charges would be charged in one lump sum for five years, being the average length of time taken for services to be transferred to MCD, it comes to 8.75% of land premium. It needs to be discounted at 9% per annum and discounting factor is 0.848. It gives 7.42% that would be rounded off to 7.5% of the land premium as capitalized value of service charges. In respect of old cases, the allottees would have paid at least 2.5% as service charges, included in the demand letter, hence option would be given to them to opt for capitalization of service charges in respect of unpaid and future charges, which would be 5% of the land premium. Where the allottee comes for conversion and the services are not transferred to the M.C.D. 5% of the land premium would be collected as capitalized value of service charges for unpaid and future dues. However, where he has already paid capitalized service charges, no further demand for the same will be raised. This will apply to Residential Housing Properties only.

vi) **Ground Rent**:- Where Ground Rent is payable on lease hold properties being disposed off on installment basis it is charged at the rate of Rs.1 per year for first two years and thereafter @ 2.5% of the land cost, if 0.75% is taken as transaction cost the balance will be 1.75% of the land cost. This may be capitalized by discounting it @ 9%per annum. Discounting factors for 180 installments by taking first two years ground rent as nil works out to .528 and on 144 installments 0.589 and on 120 installments 0.635. The effective rate on land cost for 180 installments work out to 12%, 144 installments 10.3%, and for 120 installments 8.9%. However, for the purpose of simplification only one rate will be adopted i.e. 12% of the land cost. In respect of old cases, allottees will have the option to pay

capitalized value of ground rent @12% of the land cost in respect of unpaid and future dues of ground rent. This will apply to Residential , Housing Properties only.

vii) **Cost of court yard**:- Construction cost (PAR) of court yard would be taken as 25% of the PAR for the cost of flat including departmental charges and interest and land cost would be at 100% of land rate multiplied with Plinth area of court yard.

viii) **Cost of scooter/car garage**:- Construction cost (PAR) of scooter/car garage would be taken as 60% of the PAR for the cost of flat including departmental charges and interest. Land cost would be worked out by multiplying land rate with Plinth area of scooter/car garage and applicable land factor.

ix) **Share money**: This money go to Residents Welfare Association. It would be increased to Rs 500/- per flat for Janta/EWS/LIG flat and Rs.1000/- per flat for others.

b. **Surcharge:** Surcharge for localities declared as prime localities by the Management will be levied @ 20% on total disposal cost which will include, Cost of construction +Departmental Charges + interest + Cost of land + +cost of court yard (if any) +Cost of car/scooter garage if any). This will be currently applicable for SFS/HIG scheme and not applicable to other flats.

3. After the completion of the scheme, variation in actual cost with standard cost will be worked out and duly accounted for in the next exercise.

V. Moving to standard cost: Related issues

1. As a weighted average forms the basis of the standard cost arrived at, in some cases the actual cost may be more than that realized under the standard cost.
2. There may be resentment, as some allottees would end up paying higher cost of construction than what their specific scheme may have cost under the earlier formula.
3. Adjustment in costs would be done twice in a year so as to achieve an overall break-even position over the long run.

VI. Standard Costing Rates for construction upto 31.3.2002 including maintenance, deficiency and rectification charges works out to:

PAR with lift = Rs.8000 per sq.mtr.
PAR without lift = Rs.5100 per sq.mtr.

VII. The above costing formula will also apply to all pending SFS schemes except for the interest portion. As far as the interest portion is concerned the existing procedure of charging of API and BCI wherever applicable will apply.

VIII. **Approval for authority**
Approval of the authority is required on Para IV, VI & VII of the note above.

RESOLUTION

Proposals of costing of DDA flats on "standard cost" basis were approved by the Authority with the following observations:-

(i) Efforts should be made to have one uniform land rate throughout Delhi, with a possible 20% surcharge on South Delhi lands.

(ii) Land rates should continue to be subsidised for the flats under LIG/Jants/EWS etc. as per existing policy.

(iii) Standard costing principles should fully dispense with the existing requirement of flat-wise costing by the Finance Department in separate files. Costing of each flat should now be possible through a computerized programme based on plinth area of each flat and the standard cost formula for the relevant period.

165/C

ITEM NO. 116/2016

File No : LT(Policy)File/Garage/Dwarka/SFS

Sub: Amendment in the policy of allotment of Scooter/Car Garages to the allottees/ purchasers of DDA Flats.

Background:

- The allotment of SFS Flats under various schemes were made either on lease hold or freehold basis.
- DDA also allots the left out Car/Scooter Garages by way of draw of lots to the original allottees of the flats or the purchasers having registered Sale Deeds or Agreement to Sale as per provision of DDA (Management & Disposal of Housing Estates) Regulation, 1968 subject to payment of cost as applicable, in the respective localities as per decision taken in Authority Resolution No. 2/2004 (Annexure 'A').
- At present there are number of Car/Scooter Garages reportedly vacant in different localities of DDA as per list enclosed as Annexure 'B'.

2. In the Court Case titled Rajesh Arora Vs. DDA and Others, Hon'ble High Court vide Orders dated 05.10.2015 has directed as under: -

" Keeping in view the limited relief that is sought in the present writ petition and the fact that car garages have been lying vacant since 2004, this Court directs the respondent – DDA to frame a policy with regard to un allotted car garages with regard to aforesaid Dwarka (SFS) flats within a period of eight weeks. The allotment shall be carried out within a further period of six weeks.

It is open to respondent – DDA to consider the option of auctioning the car garages to the residents/allottees/purchasers of the flats.

With the aforesaid directions, present writ petition stands disposed of.

3. While the matter of framing the policy was under consideration, the petitioner filed contempt petition in which a status note has been filed by way of affidavit stating that the policy is being formulated.

Examination:

4. As regard direction of Court to consider the option of auctioning the garages, it is stated that the Regulation 28 of the DDA (Management & Disposal of Housing Estates) Regulation 1968 provide for allotment of properties by way of draw of lots and not by way of auction (Annexure 'C').

5. The CLA observed that DDA has been given liberty to Auction garages to residents/allottees/purchasers of the flats. CLA further opined that while considering auction, Deptt. may like to put a condition that these garages are for allottees/purchasers of SFS flats and it would be used only for parking purpose.

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6 The Finance Member has observed that allotment of garages is purely an administrative issue, however a call may be taken on whether or not DDA should consider auctioning the garages as per High Court's view on the subject

Proposal:

7 It is accordingly proposed that the, disposal of the available vacant unallotted Scooter/Car garages as free hold property be henceforth done by way of e-auction to those allottees/residents having registered Sale Deed/GPA and Agreement to Sell of the same Pocket & Block instead of draw of lots

8. Only the original allottees or their legal heirs/successors(mutatees) and purchasers of SFS Flats by way of registered Sale Deed/GPA &Agreement to Sell of the locality/Block/Pocket/Sector of the area where the Scooter/Car garages are situated will be eligible to participate in e auction/ tender for allotment of the Car/Scooter Garages, provided their flat is freehold allotment or the applicant shall get the flat converted into freehold before taking over the possession of the garage.

9 DDA will hand over the possession of Scooter /Car Garage only after the flat is got converted into freehold, failing which the allotment of garage to such applicant will automatically stand cancelled.

10. In the cases where the flats were allotted on freehold basis or the allottee has got the same converted into freehold, before selling the same, the purchaser of the flat will have to submit complete chain of documents i.e. copy of the registered sale/conveyance deed, proof of physical possession etc. to DDA to prove that he is the bonafide purchaser and thus eligible to purchase the garage.

11 There are some cases in the past where the allotments were made in the name of the original allottee but before taking possession of car/scooter garage the original allottee sold the flat and the bonafide purchaser has deposited the cost of the garage, the possession letter will be issued to such bonafide purchaser, after ascertaining the eligibility with regard to submission of documents as stated in above Para

12 Only the Flat owners are entitled for allotment of Scooter/Car garages which will always remain as a part & parcel of the flat against which the same is purchased. The said car/scooter garage cannot be sold/disposed of as a separate unit. In cases where the flat has not been converted into free hold, the car/scooter garage will be converted into freehold along with the flat only. In cases where the flat has already been sold and the car/scooter garage is yet to be handed over/allotted, it will be mandatory for the owner/allottee to adhere to above guidelines.

Contd ../-

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13. The Car/Scooter Garages purchased by the allottees/purchasers of the GPA Nos. would be used by them only for parking purposes. The Car/Scooter Garage are liable to be cancelled if the same are found to be misused.

14. The auction of Car/Scooter Garages will be by way of inviting tender or by way of E-auction as per the above terms and condition.

15. The above proposal contained in paras 7 to 14 is submitted before the Authority for consideration and approval.

RESOLUTION

The proposal as above in the agenda item are approved

ITEM NO. 43/2019

Subject: **Amendment in DDA (Management and Disposal of Housing Estate) Regulations, 1968 to add e-auctioning as mode to dispose off the unsold/vacant EHS flats of Delhi.**

No.F3(11)AE(P)/RPD-10/DDA

A. Background

The concept of EHS flats was launched in the year 1995 by DDA with the aim to provide homes that expand with one's need and affordability. These flats were designed and constructed in such a way that the existing construction takes care of the subsequent expansion/addition of room(s) that one is entitled to make.

Approximately 8,000 flats were at first offered to the general public under **Expandable Housing Scheme, 1995.** Thereafter, these were applied for and allotted through various schemes.

These EHS flats were also included in the Housing Scheme 2014. However, approximately 570 unsold EHS flats were excluded from the Housing Scheme, 2017 due to the following reasons:

i. Allottees/ buyers have constructed multi-storeyed flats by amalgamation and demolition of allotted structures.
ii. Construction of multi-storied building by amalgamating or demolishing two or more flats.

B. Examination

A request for Chief Engineer (Rohini) has been received for disposal of vacant/ unallotted EHS flats located at Rohini Sector 21, 22, 24 & 25 by way of E-auction.

In this regard, a Committee was formed under the chairmanship of the Commissioner (Housing) and the matter was discussed at length. Following arguments were presented by the members of the committee:

i. **The dilapidated condition of the flats:** The year of construction of these houses varies from 1994-96. Since the houses were constructed over 23 years back, the present condition of the houses is not very good.

ii. **Non-Inclusion in any scheme:** These vacant flats cannot be included in any of the Schemes in their present condition as they are in a very bad condition and if included, in their present condition, it will only bring bad name o DDA.

iii. **Renovation Cost:** The idea of renovating the flats and then selling the same was not advised keeping in view the tentative disposal cost of these flats.

iv. **Various modes of Disposal:** The various modes of disposal of these flats like allotment through draw of lots and auctions were discussed at length.

v. After due deliberations, it was unanimously decided by the Committee members to E-auction these flats on as-is-where-as basis without changing any of the terms and conditions of EHS flats. The applicant will be given the option to demolish the existing dilapidated structure and reconstruct them as per approved plan of EHS for the area. The decision taken will be applicable on all vacant/ un-allotted EHS flats of Delhi (A copy of the Committee's meeting minutes is Annexed).

In this regard, it is stated that the mode of allotment has been defined under Regulation-28 of by DDA (Management and Disposal of Housing Estates) Regulations, 1968, which is reproduced as under:

> 28. **Draw of Lots - The allotment of property to eligible applicants shall be made by draw of lots under the supervision of the committee. Where the number of eligible applicants exceeds the number of properties, lots shall be drawn to the extent of the number of properties available plus 25 per cent thereof serve as a waiting list.**

The decision to E-Auction these flats will require amendment in above regulation as 'auction' is not defined as one of the method of allotment.

It is pertinent to mention that one such amendment has already been approved by Authority vide Agenda No. 16/2019 vide which Regulation- 28(a) was inserted, as under:

> *"Regulation 28(a): The allotment of property to eligible applicants shall include allotment through online mode on First Come First Serve Basis for the flats surrendered/un-allotted flats."*

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In view of the above, it is submitted that the usual mode of calling applications from general public and allotment by way of draw of lots will not be applicable for disposing of the vacant EHS flats.

Accordingly, following proposals are submitted for consideration please:

C. Proposal

i. **E-auction of unallotted/ vacant EHS flats:**
E-auction the unallotted/ vacant EHS flats on "as-is-where-is" basis without changing any of the terms and conditions of EHS flats. The applicant will be given the option to demolish the existing dilapidated structure and reconstruct them as per approved plan of EHS for the area. The applicant will also be allowed to amalgamate 2 EHS flats into one (Since the size of amalgamated unit will be less than 67 sq. mtrs, it will comply with existing provisions of allotment under DDA (Management and Disposal of Housing Estates) Regulations, 1968). The mode of E-auctioning is being proposed as it has the potential of disposing off the flats at market price, besides it is felt that the usual mode of allotting the flats will only bring financial implications to the organization. The FAR/ DCR for the above flats will be allowed as per the provisions contained in MPD-2021 as on date for the locality. Terms and conditions of E-auction will be finalized at a later stage and VC, DDA will be the competent authority for finalization of terms and conditions.

ii. **Amendment in DDA (Management and Disposal of Housing Estates), 1968:**
Regulation-28 of DDA (Management and Disposal of Housing Estates), 1968 states that flats can be allotted to general public via Draw of lots only. In this regard, Insertion of Regulation-28(B) in DDA (Management and Disposal of Housing Estates) Regulations, 1968 is proposed as under:

28(B) E-Auction - The allotment of EHS flats (vacant/ un-allotted) to eligible applicants shall be made by E-auction.

This will be a One Time relaxation for disposal of vacant/ un-allotted EHS flats only.

After approval of Authority the amendment will be sent to ministry for approval and notification in the gazette as per Section 57 of DDA, Act 1957.

RESOLUTION

The proposal contained in the agenda item was approved. The matter be referred to Ministry of Housing and Urban Affairs, Govt. of India for approval under Section 57 of DD Act, 1957.

Sub: DDA HOUSING SCHEME 2024

BACKGROUND

1. The disposal of built-up properties of DDA is administered by the DDA (Management and Disposal of Housing Estates) Regulations, 1968 as stands amended vide Amendment Regulations 2023. DDA has been disposing off its built-up Housing Estates through launching of different housing schemes approved by the Authority. Chapter II of the Regulations provides substantive provisions for terms & conditions of disposal of property. As per Regulation 3, these Regulations are to be administered by Vice Chairman (VC) subject to general guidance and resolutions of Authority. As per Regulation 5, the disposal of a property shall be effected by either Hire-purchase or sale or in such other manner and subject to such terms and conditions as may be decided by the Authority from time to time.

2. DDA is currently having an inventory of around 42,000 flats for disposal at various locations, as follows:

Location	EHS	EWS	JANTA	LIG	MIG	HIG+	Total
NARELA	164	5800	39	28518	2439	1187	**38147***
ROHINI	102		237	788	51	20	**1198**
LOKNAYAK PURAM	0	147	-	304	640	0	**1091**
SIRASPUR	0	-	-	732	-	0	**732**
DWARKA	60	389	20	3	151	96	**719**
RAMGARH COLONY	0	-	-	188	-	0	**188**
JASOLA	0	-	3	-	-	89	**92**
Other Locations	115	-	98	67	23	75	**378**
TOTAL	**441**	**6336**	**397**	**30600**	**3304**	**1467**	**42,545**
*** 90% of the available inventory is in Narela.**							

3. Till 2010, most of the flats offered under various housing schemes of DDA were disposed off as they were situated in places like Vasant Kunj, Dwarka, Mukherjee Nagar, and Pitampura where demand outstripped supply. Thereafter, since these areas had reached saturation in terms of utilization of most of residential plots, DDA as a strategy of urban expansion had adopted the policy of developing the peripheral areas by way of establishing sub cities like Dwarka, Rohini and Narela endowed with all urban civic and modern facilities along with necessary infrastructure development to de-congest the city as well as to adequately meet the growing demands for affordable housing from the low income segments of society. This was also done in order for gradual de-slummification by providing affordable freehold properties with urban facilities. In

this backdrop low cost housing pockets were established in places like Narela, Rohini, Siraspur, and Loknayakpuram. As evident from the above chart, more than 90% of such dwelling units is located in Narela.

4. Diwali Special Housing Scheme 2023, approved by the Authority under agenda item 39/2023 (**Annexure- I**), had offered the available flats to general public through two modes, i.e. e-Auction and FCFS. The flats of MIG and above category in Dwarka sector 19B and sector 14 and Loknayakpuram were offered through e-Auction, while all flats in Narela, as well as EWS and LIG category flats of all locations, were offered through FCFS mode. The e-Auction received a great response for Dwarka where more than 93% of the inventory on offer was sold out. With regard to flats offered under FCFS most of which were located in Narela, 11% of the flats have been disposed off so far. It may further be stated that compared to "draw of lots" as a mode of disposal, the "FCFS" mode has seen better responses and acceptability among public as it allows interested people to choose a flat according to their preferences.

5. A number of steps have been taken by DDA particularly in Narela to improve the infrastructure & connectivity of these areas for overall development of the sub-city. Further, DMRC proposal to connect the Narela region with the Metro is in its final stages, which may significantly boost the connectivity of the region. The key initiatives taken in recent past include infrastructure development in Narela including construction of UER-I & II, Parks, Community halls, and other public amenities like shops/provision stores, police stations, and improvements in transport through DTC bus services and security, bulk allotment to Govt. agencies. Further, Narela is also being developed as an educational hub, with substantial land parcels and flats being allocated to various Govt. Universities for setting up their campus. Public awareness about Narela as a good & beautiful locality for residential purpose has also been spread through aggressive advertising & publicity. All these steps in near future may lead to a domino effect and result in optimally populating the Narela sub-city.

6. It is proposed that for disposing the large number of available inventories with DDA at a faster pace by bridging the demand-supply gap, aggressive marketing coupled with innovative incentive-based schemes and suitable mode of disposal in tune with current market reality based on trend analysis and reality assessment would be duly carried out. The following modes are proposed for disposal of existing inventory depending on their locality, price, demand, etc for the Authority's kind consideration. Details thereof have been further discussed in respective heads in the subsequent paragraphs.

I. **DDA Dwarka Housing Scheme 2024**: Proposes disposing of the left-out flats of Dwarka, Sector 14, 16B, 19B (Golf view and the other one at pkt 3) through e-Auction mode.

II. **DDA Sasta Ghar Housing Scheme 2024**: Offering LIG Flats at discounted price at Ramgarh Colony, Siraspur, Loknayakpuram, Rohini & Narela through FCFS mode.

III. **DDA General Housing Scheme 2024**: Re-launching unsold flats from Diwali 2023 (FCFS) besides the flat listed at (II) above under new name as DDA General Housing Scheme 2024 through FCFS mode at old prices i.e. price prevailing in Diwali 2023 (FCFS).

8. **DDA Dwarka Housing Scheme 2024**:

Proposal for disposing off left-out flats of Dwarka, namely:

- Sector 19B, Dwarka, Phase-II (Golf View) & Sector 14, Dwarka of the **Diwali Special Housing Scheme 2023 (e-Auction)**
- MIG flats at Sector 16B, Dwarka and 19B (Pkt 3), Dwarka offered in the **Housing Scheme 2021**.

a. Out of the total number of 1446 flats offered in various categories in Sector 19B & 14, Dwarka, 103 flats were left after the last Phase of the Auction of Diwali Special Housing Scheme 2023 (e-Auction) and the same is being proposed to be offered under this vertical. The details after Phase III of the e-Auction are summarised below:

Sno	Category	Location	Total flats in e-Auction Scheme	Flat sold	Available Inventory
1	MIG	Sector 14, Dwarka	132	35	97
2	HIG	Sector 19B, Dwarka	123	117	6
3	Penthouse	Sector 19B, Dwarka	2	2	0
	TOTAL		**257**	**154**	**103**

b) These 103 unsold flats consist of 97 MIG flats in Dwarka, Sector 14, and 6 HIG flats in Sector 19B, Dwarka. **Additionally, there are 1 Penthouse, 4 Super HIG, and 15 HIG flats in Sector 19B, Dwarka, and 1 MIG in Sector 14, Dwarka for which payment has not been received within stipulated time period as per the scheme's terms and conditions**. These flats have been cancelled and their EMDs have also been forfeited as per the terms & conditions of the scheme brochure. These flats are also available for disposal & it is proposed to include the same under this mode of disposal.

c) Considering the fact that 93% of the flats at Dwarka offered under e-Auction in Diwali Special Housing Scheme 2023 (e-Auction), were sold wherein DDA received a premium of Rs 381 Crore, it is evident that there is substantial demand for DDA flats in Dwarka and therefore it makes sense to adopt e-Auction as a mode of disposal for these flats to maximise revenues of DDA.

d) **In addition, 49 MIG flats are also available in Sector 16B & 19B, Pkt 3, Dwarka out of 700 flats offered for the first time in Housing Scheme 2021**. These flats being in Dwarka are also likely to have much demand and therefore need to be included under this mode of e-Auction in the scheme.

e) The reserve price for these flats has been determined in accordance with DDA's standard costing policy.

g) Left out flats of e-Auction at Sector 19B and Sector 14, Dwarka as mentioned above to be put up for disposal in the housing scheme with the same terms & conditions of Diwali Special Housing Scheme 2023 (e-Auction) (**Annexure-II**). Left out MIG flats of Sector 16B (MIG) and Sector 19B, Pkt-3 of Dwarka are also to be put up for disposal through e-Auction with the same terms & conditions of Diwali Special Housing Scheme 2023 (e-Auction). However, with regard to maintenance of these flats, relevant terms and conditions will be same as per the scheme conditions of Housing Scheme 2021 (**Annexure-III**) when these flats were offered for the first time.

h) The table summarising the flats to be offered in DDA Dwarka Housing Scheme 2024 is given below:

DDA Dwarka Housing Scheme 2024: Details of Flats and Tentative Reserved Price				
S.No.	Locality	No. of Flats	Approx. Range of Plinth Area of flat (in Sqm.)	Broad Range of Tentative Reserve Price (Rs. In Lakh)
Penthouse				
1	Dwarka, Sector 19B, Phase-II (Penthouse)	1	424.767	519
Super HIG				
2	Dwarka, Sector 19B, Phase-II (Super HIG)	4	211.657	259
HIG				
3	Dwarka, Sector 19B, Phase-II	21	171.5 to 186.09	210 to 228
MIG				
4	Dwarka, Sector 14, Phase II	98	116.27 to 132.35	128 to 147
5	Dwarka, Sector 16B, Pkt II	14	120.35 to 132.77	134 to 148
6	Dwarka, Sector 19B, Pkt 3	35	119.66 to 129.98	136 to 148
	TOTAL	173		

9. **DDA Sasta Ghar Housing Scheme 2024 (2024)**

This scheme is designed to meet the housing needs of middle- and low-income strata of society to own an affordable house in Delhi by offering discounts on flats in localities that have not generated a strong response in the past. The localities included are Ramgarh Colony, Siraspur, Loknayakpuram, Rohini, and Narela. It is important to note that the prices of these flats have been kept at the level of 2014 (except for Narela Pocket 4,5 of Sector G7/G8 whose price have been kept at the level of 2019) to generate demand for these flats. Analysis in the following paragraphs explains why offering these flats at a discounted price is more advantageous for DDA than holding onto the inventory apart from fulfilling its social commitment of affordable housing for all.

9.1 Analysis of Maintenance & Capital Locked in Inventory

Since 2014, DDA has completed construction of a significant number of housing projects in different areas. Despite offering these flats in a number of housing schemes, a considerable number of these units still remain unsold. This proposal outlines the urgent need for a strategic re-appraisal of price in view of market response & empirical data to address the financial burden of ongoing maintenance costs and the impact of locked-up capital, while also improving market competitiveness and sales performance.

9.2 Current Situation

As on date, DDA has around 42000 unsold dwelling units. The non disposal of such substantial inventory is causing several financial and operational challenges as follows:

1. **Maintenance Costs:** For maintaining vacant properties, DDA has to incur maintenance expenses running into crores including utilities, landscaping, cleaning, and security. For example, the

maintenance expenditure for last 3 years in Pocket 3, 4 & 5 of Sector G7/G8 Narela is of **Rs. 8.20 Crore (Annexure-IV)**.

2. **Locked-Up Capital:** Significant capital is tied up in unsold inventory, limiting our financial flexibility in terms of liquidity thereby restricting our ability to invest in new opportunities. An analysis of notional loss in terms of interest on the locked-up capital in such projects has been done in paragraph at 9.10.2.

3. **Market Conditions:** Changes in market demand and economic conditions have affected our ability to sell these units at the current pricing. An analysis with the facts & figures has been done in subsequent paragraphs.

9.3 Siraspur

9.3.1 Introduction: Siraspur LIG flats were completed in 2014 and were offered for first time in Housing Scheme 2014. Out of the left-out flats of 747, 126 flats in Pockets A1 & C2 of Siraspur were offered in First Come First Serve (FCFS) Ph. IV Housing Scheme 2023. The plinth area of these flats is 35.76 – 36.39 sqm. and the tentative disposal cost was Rs. 17.41-17.71 lakhs.

9.3.2. As on last day of FCFS Ph. IV Scheme (i.e. 28.11.2023), only 19 flats could be sold out of 126 flats on offer initially. Authority in its meeting on 15.11.2023 had approved the continuation of FCFS Ph. IV 2023 Scheme side by side with Diwali Special Housing Scheme (FCFS). Remaining 107 no. of LIG flats at Siraspur were put on offer under FCFS vertical of Diwali Special Housing scheme 2023 from 14.03.2024 onwards, however only 2 flats were sold till 31.03.2024.

9.3.3. Later, these flats were continued to be on offer in FY 2024-25 at the same rates of FY 2023-24. However, despite maintaining the price at the same level of earlier financial year, no flats have been booked so far (i.e., as on 28.06.2024).

9.3.4. In a recent study performed by a Real Estate Advisor, M/s Anarock (**Annexure-V**), Anarock had advised that since as against the disposal price of Rs.4722/- per sq feet, similar flats in near vicinity are available at rates which vary in the average range between Rs.3000-4000 per sq ft and therefore necessary price corrections be made to make these flats competitive.

9.3.5. In view of the above, it is proposed to offer a discount on disposal price of these LIG flats to generate adequate demand for these flats, early realization of substantial capital of DDA which is currently blocked leading to high opportunity cost of our capital, avoidance of depreciation, requiring substantial repair & maintenance expenditure and resultant benefits to DDA by way of optimal utilization of infrastructural and community facilities. Such discounts will not lead to loss for DDA but result in net gain in terms of early realization of capital already spent, avoidance of regular/periodic repair and maintenance, wear and tear of the stock due to depreciation, etc.

9.3.6 Proposal:

Considering the demand-supply gap with regard to LIG flats in Siraspur, *we may offer these flats at 15% discount on the price on which it was offered in First Come First Serve (FCFS) Ph. IV Housing Scheme 2023 which will bring the cost of these flats within the competitive range of Rs. 15 lakhs.* The discounted inventory is proposed to be offered under "DDA Sasta Ghar Housing Scheme 2024".

9.4 LOKNAYAKPURAM

9.4.1. Introduction: LIG flats at Loknayakpuram were constructed in 2006. The left out 140 flats were offered in FCFS Phase IV in 2023. The plinth area of these flats is 42 – 44.46 sqm and the tentative disposal cost was Rs. 26.98-28.47 lakhs.

9.4.2. As on last day of FCFS Ph. IV Scheme (i.e. 28.11.2023), only 51 flats could be sold out of 140 flats on offer. Authority in its meeting on 15.11.2023 had approved the continuation of FCFS Ph. IV 2023 Scheme side by side with Diwali Special Housing Scheme (FCFS). Since the FCFS Ph. IV 2023 was in operation till 28.11.2023, the remaining 89 no. of LIG flats at Loknayakpuram were put on offer under FCFS vertical of Diwali Special Housing scheme 2023 from 14.03.2024 onwards. Later, the flats were continued to be on offer in FY 2024-25 at the same rates of FY 2023-24. However, despite maintaining the price at the same level of earlier financial year, only one flat has been booked so far (i.e., as on 28.06.2024).

9.4.3. Analysis: In a recent study performed by a Real Estate Advisor, M/s Anarock **(Annexure-VI)**, it has advised that since as against the disposal price of Rs. 6364/- per sq ft, similar flats in the vicinity are available at Rs. 5000/- per sq ft, a price correction in the form of discount of 5-10% may be offered on these flats to make them competitive.

9.4.4. In view of the above, it is proposed to offer these LIG flats at a discounted price @ 10% on the price last offered in Diwali FCFS 2023 to generate adequate demand for these flats, early realization of substantial capital of DDA which is currently blocked leading to high opportunity cost of our capital, avoidance of depreciation, requiring substantial repair & maintenance expenditure and resultant benefits to DDA by way of optimal utilization of infrastructural and community facilities. Such discounts will not lead to loss for DDA but result in net gain in terms of early realization of capital already spent, avoidance of regular/periodic repair and maintenance, wear and tear of the stock due to depreciation, etc.

9.4.5. Proposal:

Considering the demand-supply gap vis-a-vis the LIG flats in Loknayakpuram , ***we may offer these flats at a discount @10% on the price quoted in the running Diwali FCFS Housing Scheme 2023,*** *which will bring the cost of these flats to the competitive range of Rs. 25 lakhs.* The discounted inventory is proposed to be offered under "DDA Sasta Ghar Housing Scheme 2024".

9.5. Rohini (Sector 34 & 35)

9.5.1 Introduction: LIG flats at Rohini Sector 34 & 35 were constructed in 2014. 1516 no. of left out flats at Rohini Sector 34 and 188 flats in Sector 35 were offered in First Come First Serve (FCFS) Ph. IV Housing Scheme 2023. The plinth area of these flats is 33.3 – 33.8 sq.m. and the tentative disposal cost is Rs. 14.1-14.24 lakhs. Out of these flats on offer, 706 and 160 no. of flats were sold in Sector-34 & Sector-35, Rohini respectively. Therefore, out of a total of 1704 no. of LIG flats put on offer in Sector-34 & 35, Rohini, a total of 866 no. of flats were booked (i.e. appx. 51%) by general public which indicates a satisfactory response to these flats.

9.5.2. The remaining 838 no. of LIG flats at Sector-34 & 35, Rohini were put on offer under FCFS vertical of Diwali Special Housing scheme 2023 from 14.03.2024 onwards. Later, the flats were continued to be on offer in FY 2024-25 at the same rates of FY 2023-24.

9.5.3. However, despite maintaining the price at the same level of earlier financial year, only 113 flats out of 838 on offer have been booked so far (as on 02.08.2024), i.e. a sale of 13.5 % has been achieved.

9.5.4. Analysis: An analysis of the flats offered and bookings made for LIG flats in Sector-34 & 35, Rohini in Diwali Special Housing Scheme (FCFS) indicates the following (as on 07.07.2024):

Sr. No.	Location	No. of flats on offer (floor-wise)		Flats sold	Flats unsold
1.	Sector-34, Rohini	Ground floor	2	2	0
		1st floor	15	15	0
		2nd floor	179	56	123 (69%)
		3rd floor	299	9	290 (97%)
		4th floor	307	10	297 (97%)
	Total		**802**	**92**	**710(88%)**
2.	Sector-35, Rohini	Ground floor	2	2	0
		1st floor	0	0	0
		2nd floor	0	0	0
		3rd floor	1	1	0
		4th floor	21	5	16 (76%)
	Total		**24**	**8**	**16 (67%)**
	Grand Total		**826**	**100**	**726(88%)**

9.5.5. The above data clearly indicates that there is substantial demand-supply gap for flats at higher floors, especially 3rd and 4th floors, where the % of booking is extremely low. It is pertinent to mention here that these are **G+4 structures without any provision of lifts**. Therefore, while the flats at ground floor and first floor got completely sold out, flats at 2nd floor have been sold in good numbers, and there is poor demand of flats at 3rd and 4th floors.

9.5.6. In a recent study performed by a Real Estate Advisor, M/s Anarock **(Annexure VII),** absence of lifts has been cited as one of the reasons for poor sale of flats in Sector-34 & 35, Rohini, especially on upper floors. In order to further improve the sales, M/s Anarock has suggested that a **special discount of 10% - 15%** can be provided on the units on the upper floors as lifts are not available.

9.5.7. In view of the above, it is proposed to offer a discount of 10% and 15% on disposal price of 3rd floor and 4th floor flats respectively to generate adequate demand for these flats, early realization of substantial capital of DDA which is currently blocked leading to high opportunity cost of our capital, avoidance of depreciation, requiring substantial repair & maintenance expenditure and resultant benefits to DDA by way of optimal utilization of infrastructural and community facilities. Such discounts will not lead to loss for DDA but result in net gain in terms of early realization of capital already spent, avoidance of regular/periodic repair and maintenance, wear and tear of the stock due to depreciation, etc. After discount, the tentative price of flats would come around Rs. 12.7 lakhs and Rs. 12 lakhs for 3rd floor and 4th floor flats respectively. It may further be clarified that the left out flats in other floors would be offered under "DDA Sasta Ghar Housing Scheme" with the same disposal price as the ongoing Diwali FCFS.

9.5.8. Proposal:

Considering the demand-supply gap vis-a-vis the LIG flats in Sector-34 & 35, Rohini positioned at 3rd and 4th floors,, *we may offer these flats at a **discount of 10% for flats on 3rd floor and 15% for flats on 4th floor on the price quoted in the running Diwali FCFS Housing Scheme 2023.*** The discounted inventory is proposed to be offered under "DDA Sasta Ghar Housing Scheme 2024". The flats available in 1st & 2nd

floor would also be offered under DDA Sasta Ghar Housing Scheme 2024 at the same price at which they were being offered in Diwali 2023 (FCFS).

9.6. Ramgarh Colony:

These flats were added in Diwali Special Housing Scheme 2023 (FCFS) vide circular dated 09.03.2024, after the Authority vide agenda item no. 12/2024 approved the proposal to offer the LIG flats at Ramgarh Colony flats at a **discount of 15%** on the price last offered. Out of the 211 flats on offer only 28 flats have been sold till date. However, as discount on these flats have already been offered recently, the left-out flats of the Diwali (FCFS) can be continued with the same discount of 15% & the inventory may be disposed off under "DDA Sasta Ghar Housing Scheme 2024". Details of these flats are tabulated below:

Category	Locality	No of Flats	Approx. Range of Plinth Area of flat (in Sqm.)	Approx. Range of Disposal Cost (Rs. In Lakh)	
				Without Discount	With 15% Discount
LIG (1 BHK)	Ramgarh Colony	184	31.90 to 35.34	15.3 to 16.9	13.1 to 14.5

9.7. Narela (Pocket 2, Sector G2/G6 and Pocket 3, G7/G8, Pocket 4&5, Sector G7/G8)

9.7.1. Introduction: In the FCFS Phase IV scheme, 505 LIG flats in Pocket 2, Sector G2/G6 Narela,1224 LIG flats in Pocket 3, Sector G7/G8 Narela, 6130 LIG flats in Pocket 4 & 5, Sector G7/G8 Narela were offered. The plinth area of the flats was 33.3 – 33.8 sq.m. in Pocket 2, Sector G2/G6 and Pocket 3, Sector G8, with a tentative disposal cost of Rs. 14.1-14.24 lakhs and 49.9 sq.m. in Pocket 4 & 5, Sector G7/G8, with a tentative disposal cost of Rs. 24 lakhs. Under the FCFS phase IV, only 25 flats in Pocket 2, Sector G2; 18 flats in Pocket 3, Sector G8; and 50 flats in Pocket 4 & 5, Sector G7/G8 were sold.

9.7.2 Analysis:

a. An analysis of the **LIG** flats offered and remaining unsold is given below:

SN	Locality	Project Launch	Total Inventory in Project	Unsold Inventory as on date	% Unsold
1.	**Narela [G2 Pkt2]**	2014	2156	482	22.3
2.	**Narela G8 Pkt 3**	2014	4266	1208	28.3
3.	**Narela [G7/8 pkt 4)**	2019	3867	3264	84.5
4.	**Narela [G7/8 pkt 5)**	2019	4297	4048	94.2

b. The data clearly indicates a limited demand for these flats despite being offered through multiple schemes as under:

- **Flats in Pocket 2, Sector G2, and Pocket 3, Sector G7/8**: These flats were included in Housing Schemes (HS) 2014, HS 2017, ONHS 2019, SHS 2021, and FCFS Phase IV.
- **Flats in Pocket 4 & 5, Sector G7/G8**: These flats were offered in HS 2019, SHS 2021, FCFS 2022, and FCFS Phase IV.

9.7.3. In a recent study performed by M/s Anarock (**Annexure VIII**), Anarock had suggested that a **special discount on these flats and aggressive marketing strategies need to be adopted to bridge the demand-supply gap vis-a-vis these flats.**

9.7.4. In view of the above, it is proposed to offer a discount of @15% on last offered price of these LIG flats to generate adequate demand for these flats, early realization of substantial capital of DDA which is currently blocked leading to high opportunity cost of our capital, avoidance of depreciation, requiring substantial repair & maintenance expenditure and resultant benefits to DDA by way of optimal utilization of infrastructural and community facilities. Such discounts will not lead to loss for DDA but result in net gain in terms of early realization of capital already spent, avoidance of regular/periodic repair and maintenance, wear and tear of the stock due to depreciation, etc.

9.7.5. Proposal:

Considering the demand-supply gap vis-a-vis the LIG flats in in Pocket 2, Sector G2, and Pocket 3, Sector G7/8 and Pocket 4 & 5, Sector G7/G8, *we may offer these flats at a discount of **15%** on the price quoted in the FCFS Phase IV 2023* . The discounted inventory is proposed to be offered under "DDA Sasta Ghar Housing Scheme 2024".

9.8 Narela, Pocket 1,3, 4, 5, 6, Sector G2 and pocket 6, 7, 11, Sector G7/G8

Authority vide minutes of meeting dated 15.11.2023 of agenda item no. 39/2023 (**Annexure I**) approved the discount of 10 % in LIG flats at **Narela, Pocket** 1,3, 4, 5, 6, Sector G2 and pocket 6, 7, 11, Sector G7/G8 for disposal in FCFS mode in Diwali Special Housing Scheme 2023. The details of these flats are as under:

Details of Flats, Tentative Price and Locality Codes				
Locality	**No. of Flats**	**Approx. Range of Plinth Area of flat**	**Broad Range of Tentative Disposal Price (in Rs. lakhs)**	**Disposal Price after 10% discount (in Rs. lakhs)**
Narela ,Pocket 1,3,4,5,6 Sector G2	7719	49.9	23.17 to 23.25	20.90 to 21
Narela, Pocket 6,7,11 Sector G7	11752	49.9	28	25.2
Grand Total	19471			

Out of the total inventory offered of 19680, only 209 flats have been sold so far and 19471 flats are left out to be offered. It is proposed that **we may continue to offer 10% discount on these flats at the 2023-24 price and place them for disposal under DDA Sasta Ghar Housing Scheme 2024 at the same price as in Diwali Special Housing Scheme 2023 in FCFS mode.**

Similarly, EWS flats in these pockets of Narela were offered for the first time in Diwali Special Housing Scheme 2023 (FCFS). These flats have an average plinth area of 34 to 35 sqm and the tentative disposal price range is Rs. 11.5 to 14 lakhs. Out of the offered flats of 4276, a total of 312 flats have been sold out so far. Therefore, there is availability of 3964 EWS flats in these pockets for disposal. It is proposed to offer these flats under DDA Sasta Ghar Housing Scheme 2024 at the same price at which it was offered in Diwali 2023 (FCFS).

9.9 **Summary of flats offered under DDA Sasta Ghar Housing Scheme 2024**

The summary of locality, type of flats, discount offered and disposal price is given in the following table:

SN	Locality	Flat Category	Project Launch	Total Inventory in Project	Unsold Inventory as on date being offered	Appx. Plinth area (sqm)	Tentative Price (Rs. In Lakh)	Price in Rs. Lakhs after proposed discount (discount in %)
1	Siraspur	LIG	2014	2840	700	35.76 to 36.39	17.41-17.71	14.8 to 15.1 (15%)
2	Loknayakpuram	LIG	2006	2840	130	42 to 44.46	26.98-28.47	24.3 to 25.6 (10%)
3	Ramgarh	LIG	2017	268	184	31.90 to 35.34	15.3 to 16.9	13.1 to 14.5 (15%)
4	Narela [G2 Pkt2]	LIG	2014	2156	482	33 to 34	14 to 14.1	11.9 to 12 (15%)
5	Narela [G8 Pkt 3]	LIG	2014	4266	1208	33 to 34	14 to 14.1	11.9 to 12 (15%)
6	Narela [G7/8 Pkt 4)	LIG	2019	3867	3264	49.9	23.19	19.7 (15%)
7	Narela [G7/8 Pkt 5]	LIG	2019	4297	4048	49.9	23.19	19.7 (15%)
8	Narela ,Pocket 1,3,4,5,6 Sector G2	LIG	2023	7913	7719	49.9	23.17 to 23.25	20.90 to 21 (10%)
9	Narela, Pocket 6,7,11 Sector G7	LIG	2023	11767	11752	49.9	28	25.2 (10%)
10	Rohini Sector 34 & 35 (3rd and 4th floor)	LIG	2014	8612	603	33 to 34	14.1 to 14.4 lakh	12.7 to 13 (3rd Floor @10%) 12 to 12.3 (4th Floor @15%)
11	Rohini Sector 34 & 35 (1st and 2nd floor)				123	33 to 34	14.1 to 14.4 lakh	14.1 to 14.4 lakh

12	**Narela ,Pocket 1,3,4,5,6 Sector G2 (EWS)**	**EWS**	2023	1696	1384	34 to 35.1	11.54 to 11.67	11.54 to 11.67
13	**Narela, Pocket 6,7,11 Sector G7 (EWS)**	**EWS**	2023	2580	2580	34 to 35.1	14	14
	Grand total				34,177			

9.10 Justification giving illustrative examples of all pockets where discount is being offered vis-à-vis basic cost incurred (i.e. cost of construction & land) & notional loss on locked-up capital in the inventory:

9.10.1 **Narela** (Pkt 4,5 of Sector G7/G8) (Example)

Construction cost	Grid Charges	Departmental Charges on 3 &4	Intt. During Const. Period on 3, 4 & 5	OTM (Civil) on 3,4 & 5	OTM (Electrical)	GST on OTM	Land Cost	Total Disposal Cost
1262221	22904	192769	295579	73895	66700	25307.1	379465	2318840

The costing of a flat has following parameters:

a. Construction Cost

b. Grid Charges

c. Departmental Charges

d. Interest During Construction

e. OTM Civil & Electrical

f. Land Cost.

Even if DDA offers these flats at a discount of 15%, DDA still would recover more than the bare minimum cost incurred on construction cost plus land cost. In this particular flat, against the disposal price of Rs. 23.18 lakhs, a discount of 15% would result in the disposal price of Rs. 19.7 lakhs which exceeds the land cost plus construction cost (16.4 lakhs) by Rs. 3.3 Lakhs. Therefore, such a discount would take care of recovery of the basic cost incurred by DDA as well as quick disposal of old inventory and early realisation of capital locked in this project.

If we consider the above bare minimum cost of Rs. 16.4 lakhs per flat, it also reflects that for 7312 inventory at Pkt 4,5 of Sector G7/G8 built in 2019, almost around Rs. 1200 Crore is locked up for 5 years. If we consider a nominal average interest of 6% on this capital, the average notional loss on real value of money in this past 5 years would be Rs. 360 Crore indicating the fact that offering 15% discount in view of the foregoing discussion is a sound and prudent economic decision.

9.10.2. A similar analysis for all the locations for DDA Sasta Ghar Housing Scheme 2024 has been done which is summarised as below where discount is being proposed:

Location	Year Built	Inventory	Original Disposal Cost (Rs. Lakhs)	Discount (%)	Discounted Disposal Cost (Rs. Lakhs)	Land Cost + Construction Cost (Rs. Lakhs)	Excess Over Cost (Rs. Lakhs)	Capital Locked (Rs. Crore)	Average Notional Loss (Rs. Crore)
Pkt 4,5, Sector G7/G8	2019	7312	23.18	15%	19.7	16.4	3.3	1200	360
Siraspur	2014	700	17.7	15%	15.1	13.24	1.86	93	55.8
Rohini	2014	700	14.4	10% (3rd floor) & 15% (4th floor)	13 (3rd) & 12.3 (4th)	10.7	1.6	75	45
Loknayakpuram	2006	130	28.46	10%	25.6	25.1	0.5	32.63	35
Narela Pkt 2, G2 & Pkt 3, G7	2014	1690	13.92	15%	11.83	10.39	1.44	175	100
						TOTAL		**1575.63**	**595.8**

9.11 Justification for Price Reduction: In view of the above analysis the discount offered appears justified on following grounds:

1. **Reduction in Maintenance Costs:**
    - Ongoing maintenance of vacant properties results in considerable costs. Lowering prices to sell these properties more quickly will reduce the number of units that require maintenance and decrease associated expenses.
2. **Liberation of Locked-Up Capital:**
    - High levels of unsold inventory tie up substantial capital that could otherwise be invested in new projects or operational improvements. Reducing prices will facilitate quicker sales, thereby freeing up capital and enhancing financial flexibility.
3. **Enhanced Market Competitiveness:**
    - The current pricing may not align with market trends or competing properties. Adjusting our prices will improve our competitive position, making our units more attractive to potential buyers.
4. **Increased Sales Velocity:**

- A price reduction is likely to accelerate sales, reduce the time properties remain on the market, and mitigate holding costs associated with unsold units. This will also lead to a quicker turnover and reduced vacancy rates.

5. **Strategic Financial Management:**

   - By addressing unsold inventory through strategic price adjustments, we can improve cash flow, reduce maintenance costs, and better manage lock-up capital, thereby strengthening our financial stability and operational efficiency.

9.12 Conclusion

The above analysis and justification amply substantiates the fact that by offering these flats at such discounted price, DDA would not only recover more than the basic cost incurred on these flats (i.e. cost of land and construction) but also reduce maintenance cost and avoid loss on value of money and faster disposal would also have a cascading positive impact in terms of enhanced demand for our inventory plus enabling us to meet our commitment of affordable housing for all.

10. DDA General Housing Scheme 2024:

With regard to the ongoing scheme of Diwali 2023 (FCFS), there is demand-supply gap in terms of response. Hence there is an urgent need to aggressively market these inventories by employing various innovative marketing and sales promotion strategies and re-launching these inventories by re-christening it as "DDA General Housing Scheme 2024" through FCFS mode at old prices at which they were offered in Diwali Special Housing Scheme 2023.

Further, the discount offered vide circular M/339/0001/2023/-MIG(H) dated 09.03.2024 in MIG flats in Pocket 1A,1B,1C will continue i.e. 15% for public and 25% for Government departments.

Scattered allotment in housing projects with substantial inventory and limited allocation may lead to increased maintenance costs, security issues, decreased community engagement, reduced property value, operational challenges, psychological impact on residents, and financial strain on residents due to enhanced shared cost on amenities.

Therefore, it is proposed to roll out these flats in a phased manner in which flats in a locality will be offered tower-wise once substantial inventory is sold out, then other towers will be opened subsequently.

By avoiding scattered allotment and adopting a phased approach to occupancy, along with cost efficiency, a safer, more vibrant, and economically viable housing environment can also be ensured.

The details of inventories to be offered under **DDA General Housing Scheme 2024** is tabulated as below:

SN	Locality	Cat	No of Flats (Appx.)	Appx Plinth area (sqm)	Tentative Price (Rs. In Lakh)	Price in Rs. Lakhs after discount wherever available
1	Narela, Pkt 3,4,7,14 Sector A1-A4	EWS	1087	61 to 66.4	32 to 35	32 to 35
2	Narela Pkt 3,4,7,14 Sector A1-A4	MIG	1973	118 to 141	108 to 122	108 to 122
3	Narela (Discount Govt) Pkt 1A, 1B,1C Sector A1-A4	MIG	420	112 to 114	100 to 101	*85 to 87 (15 % Discount for general public)*

						*75 to 77 (**25%** Discount for Govt. Employees)*
4	Narela Pkt 3,4,7,14 Sector A1-A4	HIG	1182	160 to 186	140 to 173	140 to 173
5	Loknayakpuram	EWS	140	55 to 61	29 to 32	29 to 32
6	Loknayakpuram	MIG	640	134 to 141	118 to 123	118 to 123
7	Jasola	HIG	89	162 to 177	208 to 218	208 to 218
		TOTAL	**5531**			

10.1 **Proposal:** As most of these are relatively new and better inventory vis-à-vis inventory in DDA Sasta Ghar Schemes,2024, these may be continued to be offered without any change in last offered price albeit with more aggressive marketing and wide information dissemination.

11. **Left out flats in scattered locations:**

As far as the left-out flats (378 in number as per AWAAS) (**Annexure S**) situated in different scattered locations are concerned, detailed reconciliation exercise is in progress in coordination with different departments to ascertain their vacancy status.

Proposal: It is proposed that these left out flats as well as any other flats which are found vacant after due reconciliation exercise will be offered either under e-Auction or FCFS mode depending on their locality and demand at current costing in different tranches and the terms & conditions for the scheme may be decided by the committee headed by VC as detailed in para 14 (F) of the draft agenda.

12. CHANGING MARKET SCENARIO & NEED FOR CHANGE MANAGEMENT

In the changing realm of real estate market, it's the high time for DDA to reorient itself and march parallel to the other competing agencies in marketing strategy. It is envisaged that to adequately publicize these schemes, DDA needs to adopt aggressive marketing steps and publish newspaper ads, social media ads and engage promo agents, appointing brand ambassadors and making small promo videos, directly reaching to the target customers through bulk messaging and chatbot/WhatsApp, making more informative videos and its wide circulation, radio/metro advertising, billboards and hoardings at prominent locations, nukkad natak, etc to attract attention near metro or malls or other places of heavy footfall.

12.1 **Channel Partner for Sales Promotion:**

A channel partner in real estate is a business entity that collaborates with a real estate developer to promote and sell their properties. Such channel partner often guides prospective buyers towards informed decisions through innovative marketing and publicity by directly reaching out to the public with personalized services. They also act as intermediaries between the developer and the customer helping developers access a broader market and increase their sales. Throughout the purchasing process, channel partners provide valuable insights, advice and guidance to buyers as they are the expertise in negotiation, extensive market knowledge about various portfolio of properties. A good channel partner also helps in improving brand image of developer by providing premium quality sales and after sales consultations.

12.2 In today's changed real estate scenario in India, investors often prefer to invest through channel partners as they provide comprehensive and researched analytics into properties and market trends. In recent times, one of the successful engagement of channel partners is the appointment of M/s. Anarock Property Consultants Pvt. Ltd. by the PSU, NBCC for sale of housing units and commercial areas of erstwhile

Amrapali Projects at Noida and Greater Noida. Similarly, many other govt. entities like Central Govt. Welfare Housing Organization, City and Industrial Development Corporation of Maharashtra Ltd. and many other urban local bodies in tier II cities have adopted the channel partner route to successfully dispose of their inventories. Most of the Govt. agencies carry out tendering through a transparent and competitive bidding to find out a suitable channel partner who bids on the percentage of commission to be charged on total sales to be effected through it.

12.3 It is also proposed that in view of the daunting task to liquidate the unsold inventory at Narela or possibly other locations too, DDA may also explore for taking necessary steps to engage channel partner(s) initially on a pilot basis, and subsequently adopt it on the experience of the pilot project.

12.4 Most of the Govt. agencies carry out tendering through a transparent and competitive bidding to find out a suitable channel partner who bids on the percentage of commission to be charged on total sales to be effected through it. Accordingly, DDA proposes to carry out a limited tender among the 11 consultancy firms empaneled by National Land Monetization Corporation Limited, a PSU under Department of Public Enterprises vide its communication dated 14.07.2023 (**Annexure IX).** The channel partner would preferably be tasked with a particular pocket in Narela or in some similarly placed pocket on a pilot basis with a bouquet of different properties to maximize the sale through it

13. **Bulk Allotment of flats at Narela to government Agencies**

13.1 DDA has been offering its built up flats to Government Agencies on bulk allotment basis for the use of residential staff quarters earlier several organizations like Delhi Police, CRPF, CISF, BSF, PNB, PWD of GNCTD, CBSE etc. Delhi Police has purchased 484 LIG flats at Sector G2 Narela, 501 MIG flats at Sector A1-A4, Narela and 22 LIG flats at Sector 35, Rohini, CRPF has purchased 962 LIG flats at Sector G8, Narela. CISF has also purchased substantial no. of flats at Rohini Sector 34 and Siraspur. CBSE has purchased 182 MIG flats at Sector 19B, Dwarka and PNB has taken 26 MIG flats at Sector 16B, Dwarka. Recently, PWD has also purchased 40 HIG flats at Jasola.

13.2 It may be stated that Authority had earlier vide item no. 69/2018 (**Annexure X**) had offered 50% discount in departmental charges to Para Military forces and bulk buyers of Govt. organizations with regard to one room flats at Narela and few other places. Similarly, vide item no. 70/2018 (**Annexure XI**), Authority approved 50% discount in departmental charges with regard to MIG flats at Narela which were surrendered by the allottees. The offer of 50% discount resulted in various bulk allotments to para military forces as detailed in para 12.1 above.

13.3 Authority vide agenda item no. 25/2023 (**Annexure XII**) had approved that bulk allotment shall be made at current costing for which 10% booking amount initially has to be paid to DDA. As per this policy, we have been offering bulk allotment to government agencies at disposal price with current costing to PNB, CBSE, PWD, etc.

13.4 It is proposed that to adequately incentivise government department /agencies for participating in bulk allotment in Narela, **a discount of 50% on departmental charges may be offered**. The discount offered would be offset much more by generating adequate demand among govt agencies for these flats for residential staff quarters, early realization of substantial capital of DDA which is currently blocked leading to high opportunity cost of our capital, avoidance of depreciation, requiring substantial repair & maintenance expenditure and resultant benefits to DDA by way of optimal utilization of infrastructural and community facilities.

14. Proposal before Authority

The following proposals are placed before the Authority for its kind consideration and approval:

I. Authority is requested to accord approval for launching of above-mentioned Housing Schemes as proposed above in para 8 (DDA Dwarka Housing Scheme 2024 through e-Auction mode), para 9 (DDA Sasta Ghar Housing Scheme 2024 through FCFS) & para 10 (DDA General Housing Scheme 2024 through FCFS).

II. With regard to the left-out flats in different scattered locations as stated in para 11, the same along with any other flats which are found vacant after due reconciliation exercise will be offered either under e-Auction or FCFS mode depending on their locality and demand at current costing in different tranches and the terms & conditions for the scheme may be decided by the Committee headed by VC as detailed in F as under.

III. For engaging a channel partner as proposed at para 12 above.

IV. For offering bulk allotment of flats at Narela to government agencies with 50% discount on departmental charges as detailed at para 13 above.

V. Authority is also requested to accord approval in respect of Authorization to Vice Chairman in terms of Regulation 3 of Housing Regulations, 1968 as follows:

Authorization to the Vice Chairman:

A. Terms and conditions of the DDA Housing Scheme 2024 in each vertical will be finalised by VC to be incorporated in the brochure of the scheme.

B. VC, DDA will be the competent authority to decide number of flats in each vertical of the scheme as stated above.

C. VC, DDA be authorized for relaxing the terms & conditions, simplifying the procedures of the scheme to ensure smooth disposal of flats under each vertical of the DDA Housing Scheme 2024.

D. And also, for the purpose of deciding mode of disposal, terms & conditions, no. of flats, and other details of scheme for the purpose of II above with regard to left out flats at scattered locations elaborated at para 11 above.

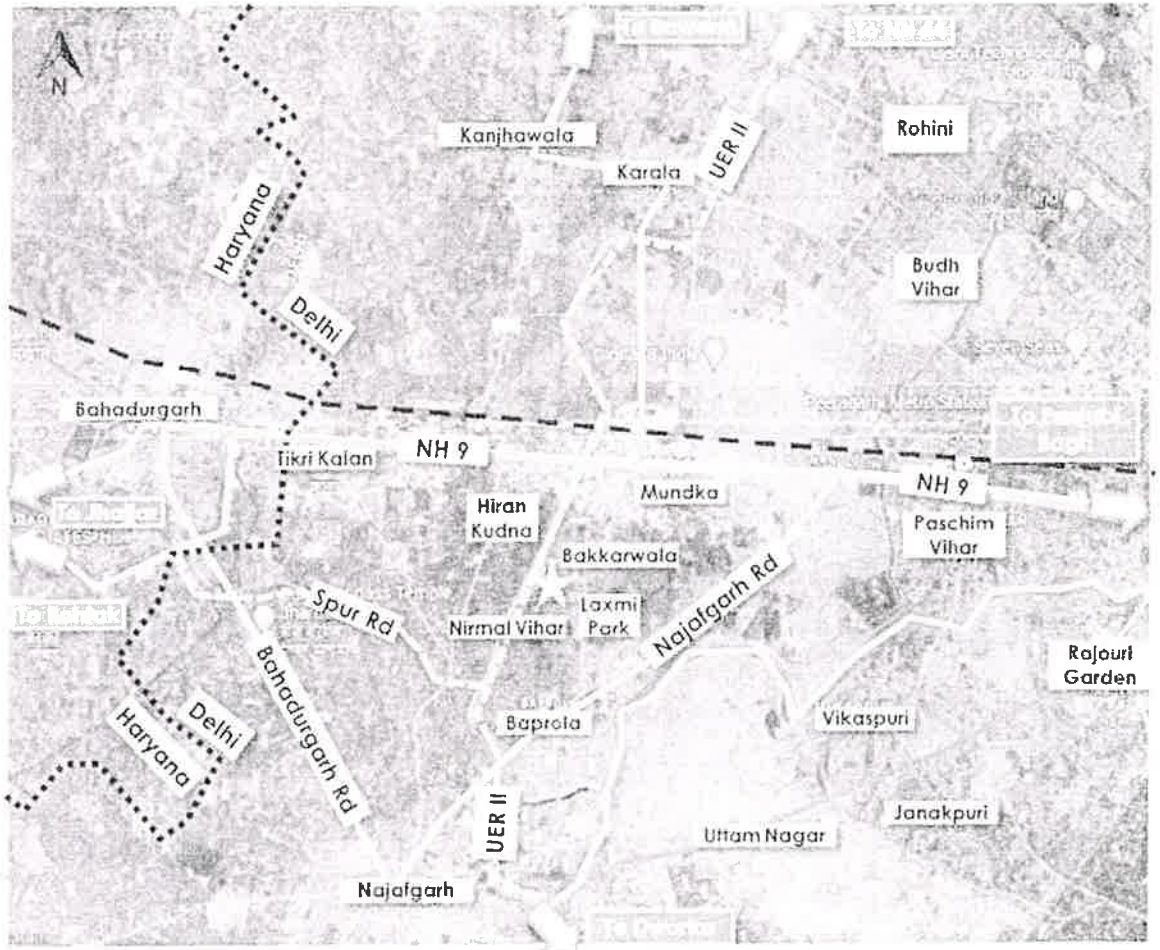
E. VC, DDA may also be authorised to decide the terms & conditions for engaging a channel partner as well as the location and inventory suitable for the same and modality and periodicity of its operation.

F. For the purposes of A to E above, a Committee headed by Vice Chairman DDA along the lines of the Committee provided for in Regulation 26 of Housing Regulations, 1968 shall be authorized to take appropriate decisions, including determining the pricing structures for different flats, taking into market dynamics following the adoption of standard costing as delineated in preceding paragraphs. Further, Committee may preferably consist of Vice Chairman, Finance Member, Principal Commissioner (Housing), Commissioner (Housing) and Financial Advisor (Housing).

RESOLUTION

CATION ASSESSMENT





Loknaykpuram, Bakkarwala is **located in western part of the city** and shares its border with urban fringe locations i.e. Hiran Kudna, Nirmal Vihar, Laxmi Park & Mundka.

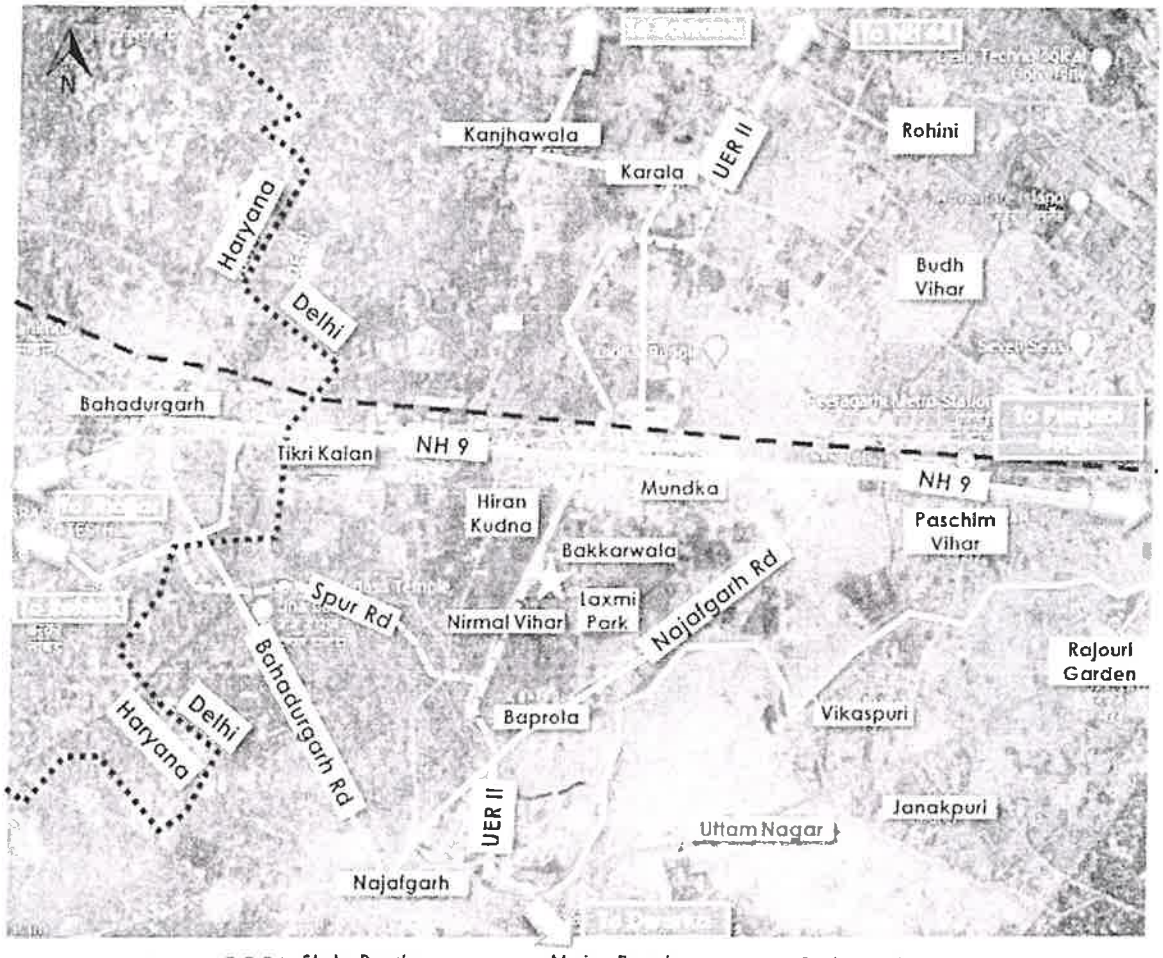
Mundka is an established industrial & warehousing area located at the north of the Site.

Loknayakpuram is **accessible via Bakkarwala Road and upcoming UER II.**

The site is surrounded by urbanisable area (future development) as per Delhi Master Plan, 2021.

ce: Anarock Research, 2023

OCATION ASSESSMENT



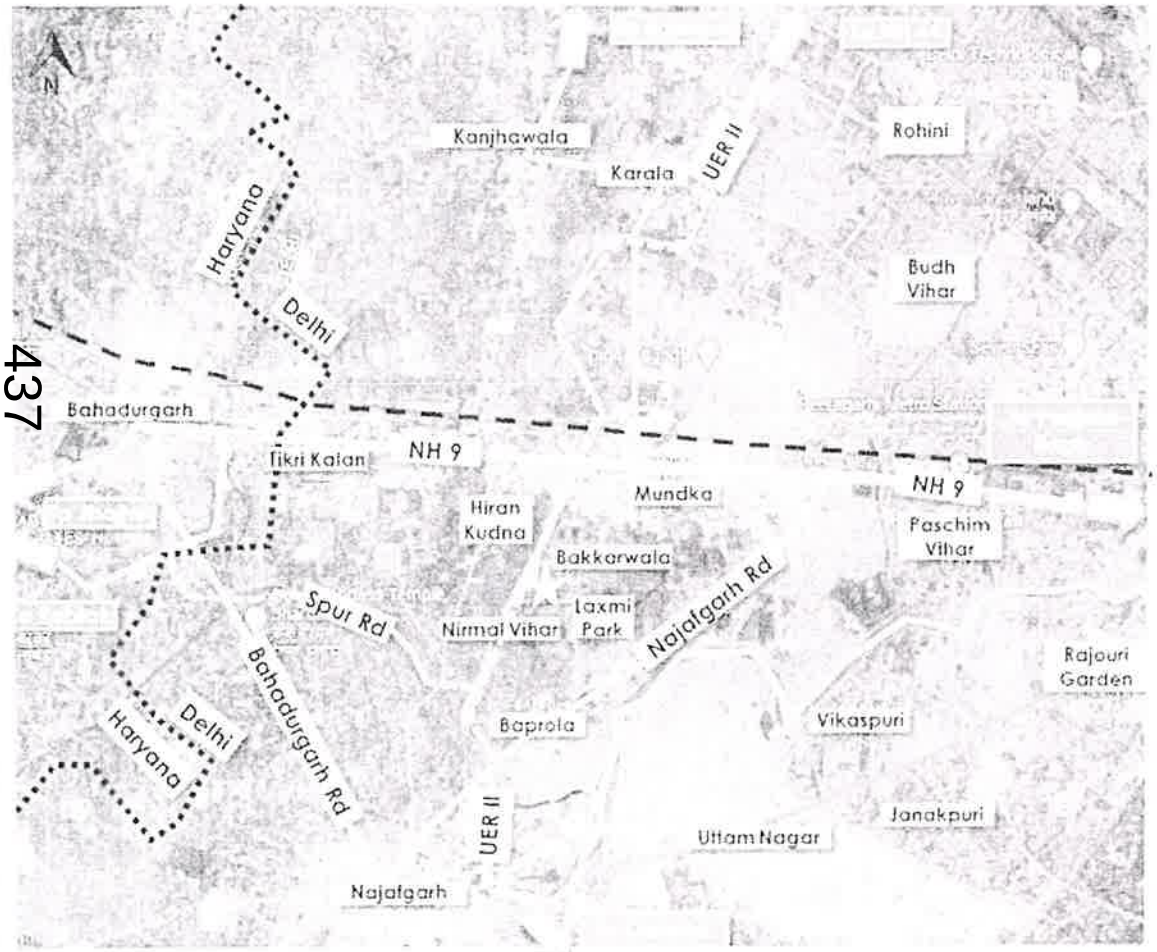
*As per Master Plan 2021
Source: Anarock Research, 2023

Following is the snapshot of the major areas in and arounc Loknayakpuram, Bakkarwala.

Location	Description
Mundka Industrial area	Primarily an **Industrial Area** comprising of warehouse: and industrial units.
Baprola	Majorly comprises of **vacant land** (Urbanisable area)* & Residential area primarily characterized by unauthorized independent houses.
Nangloi	Serves as a **residential area** with the existence o informal residential clusters.
Uttam Nagar	Densely settled **residential area** comprising majorly o floors and independent houses.
Paschim Vihar	Well developed & established **residential area** with planned greens, commercial and retai developments.
Najafgarh	**Unorganized residential area** comprising of independent houses and independent floors.
Karala	Majorly comprises of **vacant land** (Urbanisable area)* and **unplanned residential settlements** characterized by independent houses.
Kanjhawala	Majorly comprises of **vacant land** (Urbanisable area)* and industries along with **unplanned residential settlements.**

It can be observed that the areas around Loknayakpuram are still under development stage and primarily include density developed residential pockets (mostly informal) & Industrial in nature.

ONNECTIVITY



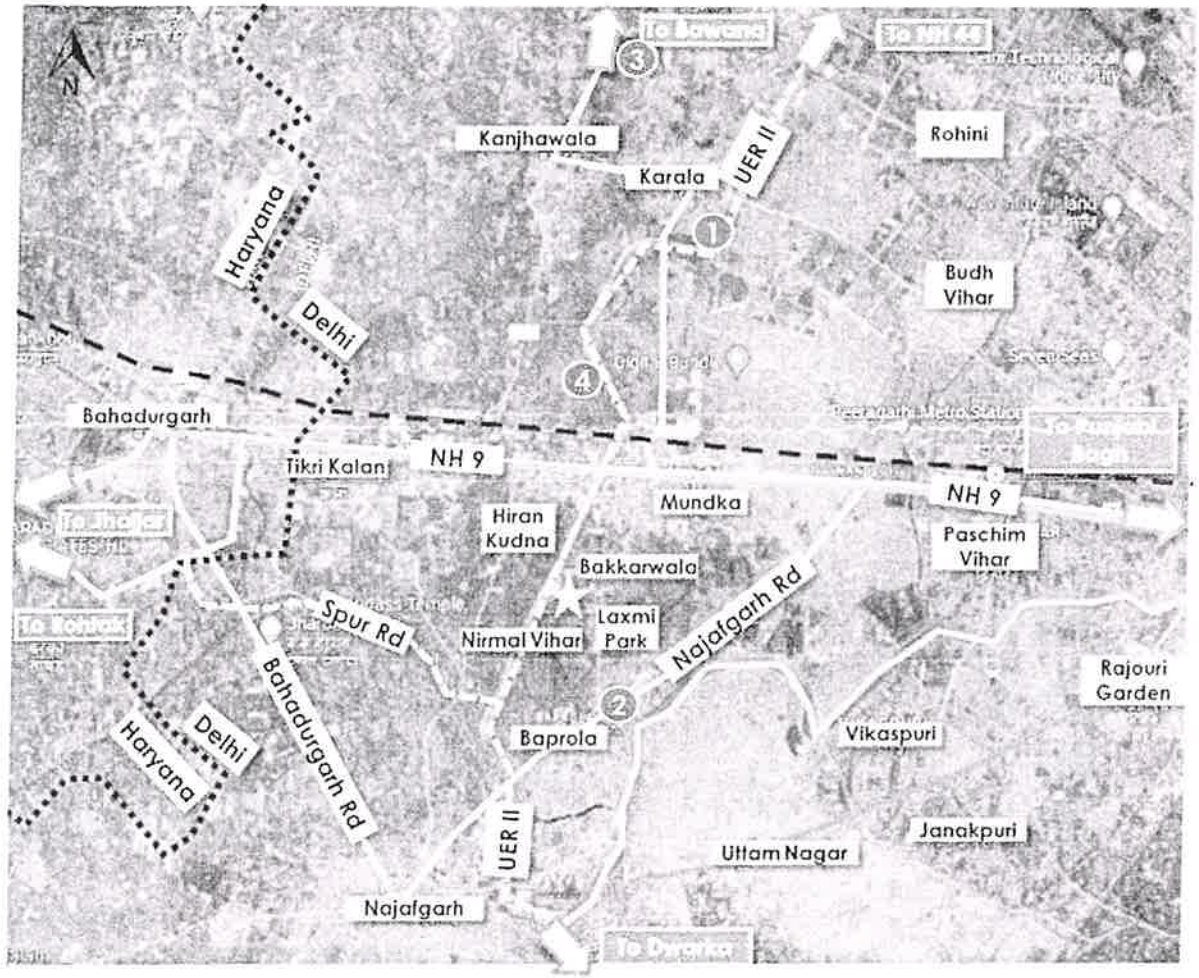
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CONNECTIVITY :

- The region is **primarily served by Bakkarwala Road & Delhi Rohtak Road**, which connects Delhi to Rohtak.
- The upcoming **Urban Extension Road II** is in close proximity to the developed pockets offering a distinct advantage to the Site.
- **UER II is partially operational** and is expected to be completed by end of 2023.
- **Nearest metro station Mundaka Industrial Area Metro Station & Mundka Metro Station** are located at a distance of approx. **3 km & 4 km respectively** from the developed pockets.
- Few **bus stops** are located near to Site such as **Loknayakpuram and Bakkarwala bus stop** but bus services in this area operate at a relatively low frequency.
- Loknayakuram locality faces **challenge in terms of last mile connectivity.**

Source: Anarock Research, 202

PCOMING INFRASTRUCTURE



UPCOMING INFRASTRUCTURE :

1. UER II

- **UER II** is under construction. Once developed, it will connect th area with south-west Delhi (Indira Gandhi International airpo Najafgarh, Dwarka etc.)
- It is expected to be completed by December 2023.

2. DSIIDC Knowledge based Industrial Park, Baprola

DSIIDC has proposed Knowledge Based Industrial (KBI) Park at Bapro with aim to cater to specific needs Information Technology, ITe Industry, Media, Research and Development, Gems & Jewellery an Business Services on walk to work concept

- **Area** – 77 acres (approx.)
- **Estimated cost** – Rs. 2,150 crore (approx.)
- **Employment** (approx.) – Direct – One lakh
  Indirect – 1.7 lakh

3. Industrial Township at Khanjhawala

DSIIDC plans to develop an integrated industrial township c Kanjhawala. The project is strategically located between GT Road an Delhi Rohtak Road and is proposed to be connected by the Dell Metro

- **Area** – 920 acres (approx.)
- **Employment** (Direct & Indirect) – 15 lakh people (approx.)

4. Multi-level Manufacturing hub at Ranikhera, Mundka

DSIIDC has proposed Multi-level Manufacturing hub at Ranikhera, Mundka with aim ot cater industries such as electronics component manufacturing, system design and testing, and biotechnology

- **Area** – 147 acres (approx.)
- **Employment** (Direct & Indirect) – 7.5 lakhs (approx.)

Source: Anarock Research, 2(

ARELA : SOCIAL AND PHYSICAL INFRASTRUCTURE

Social Infrastructure

Distance (in km)	Time (in min)
.B.M. Public School	1.6 – 2	4 – 6
Govt. co-edu. Sr. Sec. School Bakkarwala	1.8 – 2.1	4 – 6
ioneer Convent Senior Secondary School	1.3 – 1.4	3 – 4
R M Public School	5.1 – 5.2	12 – 13
loly Convent Senior Secondary School	6.1 – 6.2	17 – 18
anga International School	4.3 – 4.4	15 – 16
overnment Sarvodaya Co-Ed School	3.6 – 3.7	12 – 13
Major Hospitals	**Distance (in km)**	**Time (in min)**
T. R.R.M Hospital	1.4 – 1.9	4 – 5
aruna Sindhu Charitable Hospital	1.6 – 2	5 – 6
athi Hospital	3.8 – 4.2	12 – 13

- The region lacks in quality educational and health infrastructure
- It may adversely affect site potential.
- However, post the development of UER – 2, the region will be well connected with other parts of the city that have good social and physical infrastructure (such as Dwarka)

Physical Infrastructure

Water Supply : Through DJB via Tankers, Tube well for daily use
Sewerage : Sewage Pumping Station

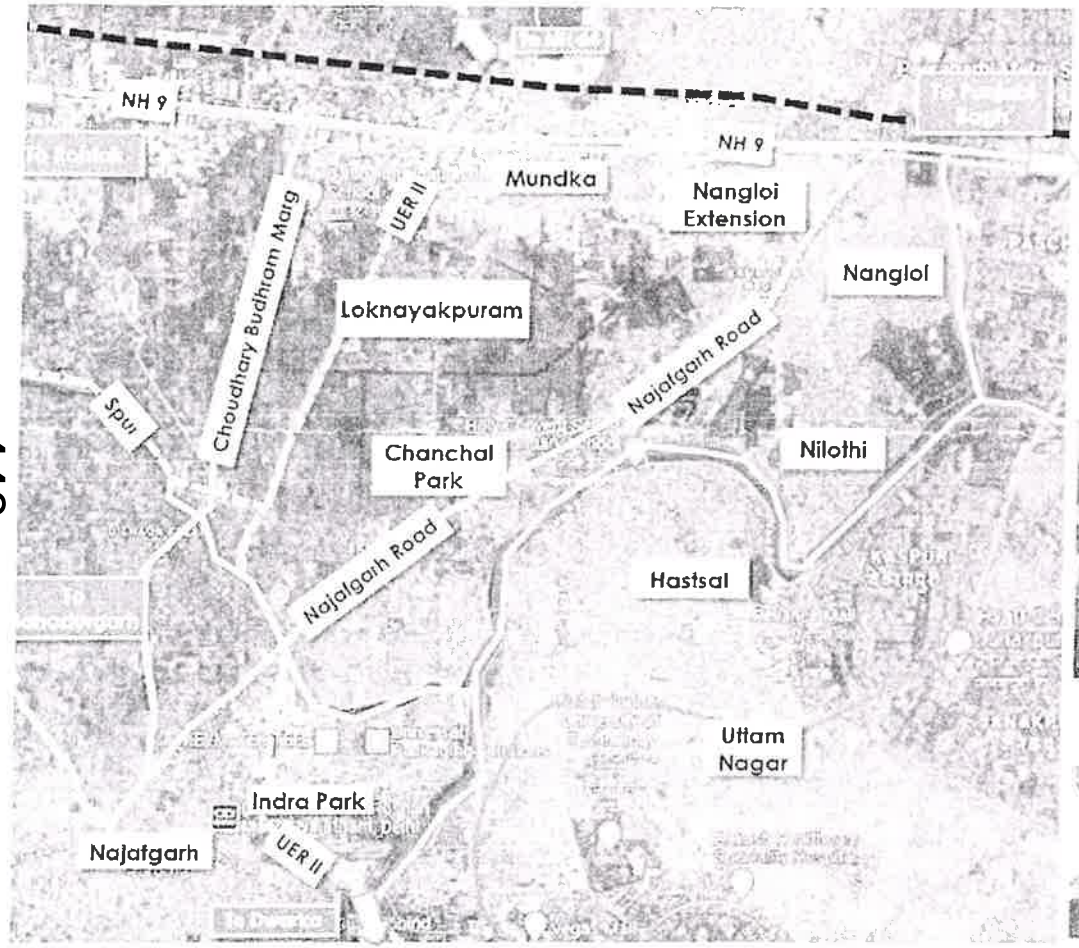
Note: Time may vary w.r.t. traffic
Distance is calculated from pocket A



Social Infrastructure

Source: Anarock Research, 2023

ESIDENTIAL REAL ESTATE MARKET : OVERVIEW



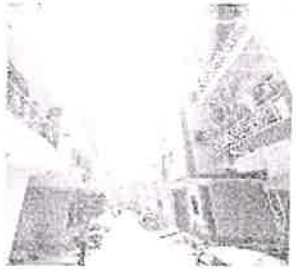


Mundka

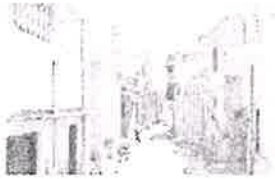


Uttam Nagar





Indra Park



Independent houses

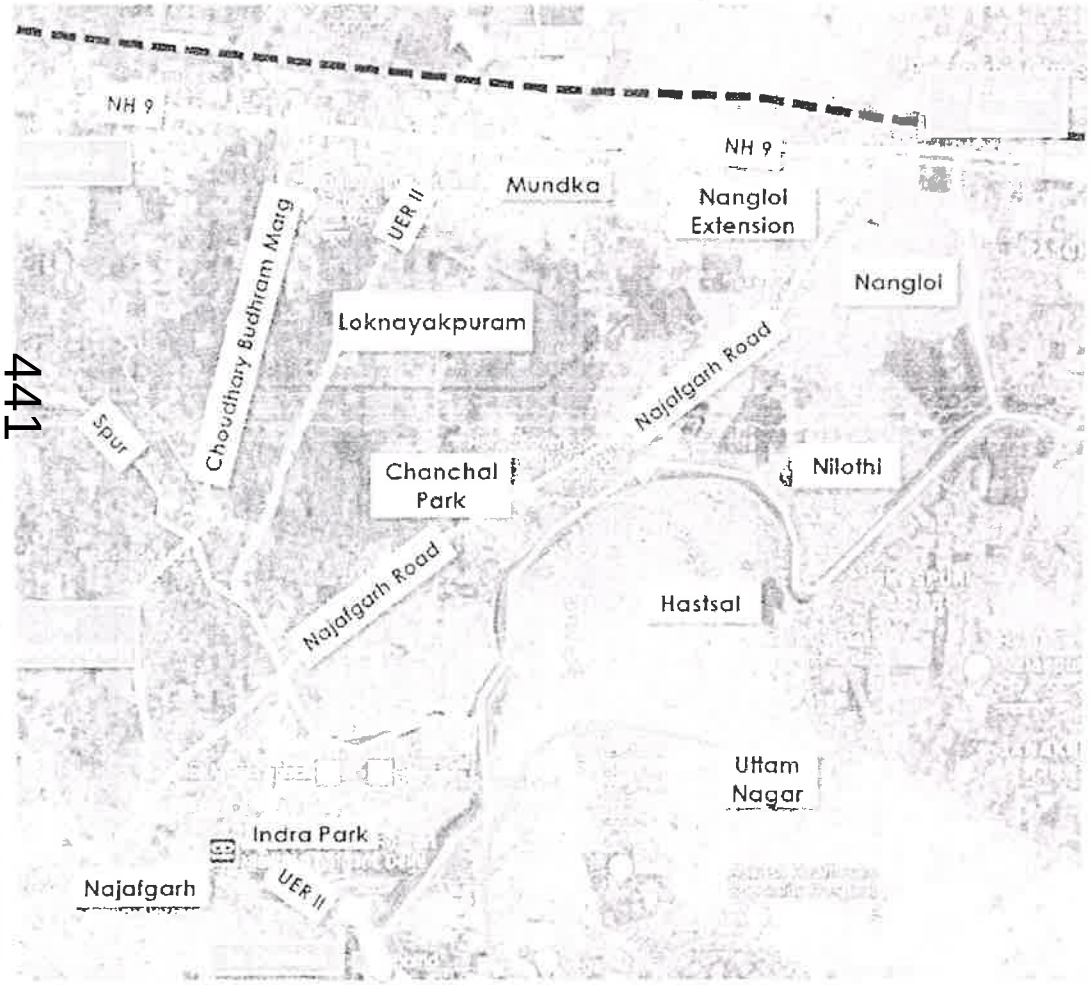


Chanchal Park

- Loknayakpuram is a **developi area and have witnessed limit movement** in residential real esto sector.
- **Majority of the housing units** Loknayakpuram are **developed DDA.**
- However, **several pockets arou Loknayakpuram have witne unauthorized development** out which some colonies have be recently regularized.
- **Majorly of these are Independe houses* and Independent floo** which are observed in tl surrounding vicinity.
- The **residential areas are compa & densely populated** & a accessed by **narrow lanes**.
- **Limited organized retail** is observe in the surrounding vicinity.
- **1 BHK & 2 BHK** is the promine typology observed in the vicinity.
- Moreover, **the region lacks prop access to physical infrastructu** (road, sewerage, water supp etc.)

ndependent houses: Ground or G+1 structures developed on small plot of size ranging from approx. 50 to 200 sq. yd.

SIDENTIAL REAL ESTATE MARKET : OVERVIEW

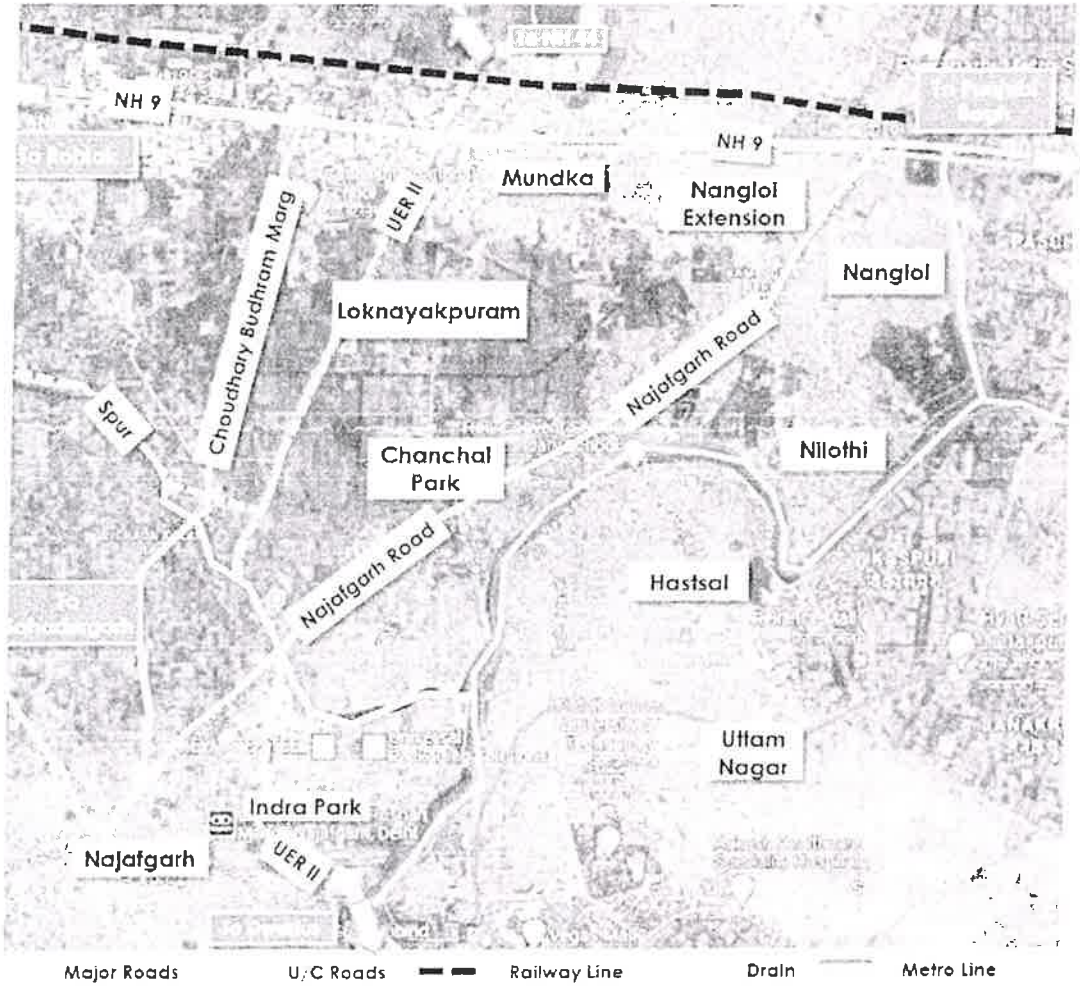


Loknayak-puram	• DDA flats • Rates vary as per floor level	Apartments	1 BHK	4,000 – 5,500	15 Lacs-32 Lacs
Indra Park	Comparatively better residential area than others	Independent Floor & Independent houses	1/2/3 BHK	5,100 – 5,600	23 Lacs-50 Lacs
Uttam Nagar	Densely populated residential area	Independent Floor & Independent houses	1/2/3 BHK	4,500 – 5,600	20 Lacs-62 Lacs
Mundka	Maximum independent houses than floors	Independent floor and Independent houses	1/2 BHK	3,300 – 4,500	15 Lacs-27 Lacs
Chanchal Park / Laxmi Park	The area majorly comprises of independent houses	Independent houses and Independent floors	1/2/3 BHK	3,500 – 5,000	16 lacs – 45 lacs
Nangloi	Compact area with narrow lanes	Independent houses & Independent floors	1/2/3 BHK	3,300 – 5,500	15 lacs – 55 lacs

*The prices in the micro market mentioned above varies as per the location, size, shape etc. Moreover, these are units available for resale in secondary market

ependent houses: Ground or G+1 structures developed on small plot of size ranging from approx. 50 to 200 sq. yd.

ESIDENTIAL REAL ESTATE MARKET : OVERVIEW



Area	Description	Property Typology	Unit Configuration	Unit Price (₹/ft²)	Ticket Size (INR)
Nangloi Extension	Better Residential area than others	Independent Floor/Independent House	1/2/3BHK	4500-5500	25 lacs-50 lacs
Nitholi	Compact area with narrow Lanes	Independent Floor/Independent House	1/2/3/4 BHK	2,500 – 4,000	15 lacs – 55 lacs
Hastsal	Compact area with narrow Lanes	Maximum Independent Houses than Floors	1/2/3 BHK	4,500 – 5,000	15 lacs – 45 lacs

**The prices in the micro market mentioned above varies as per the location, size, shape etc. Moreover, these are units available for resale in secondary market*



Nangloi Extension



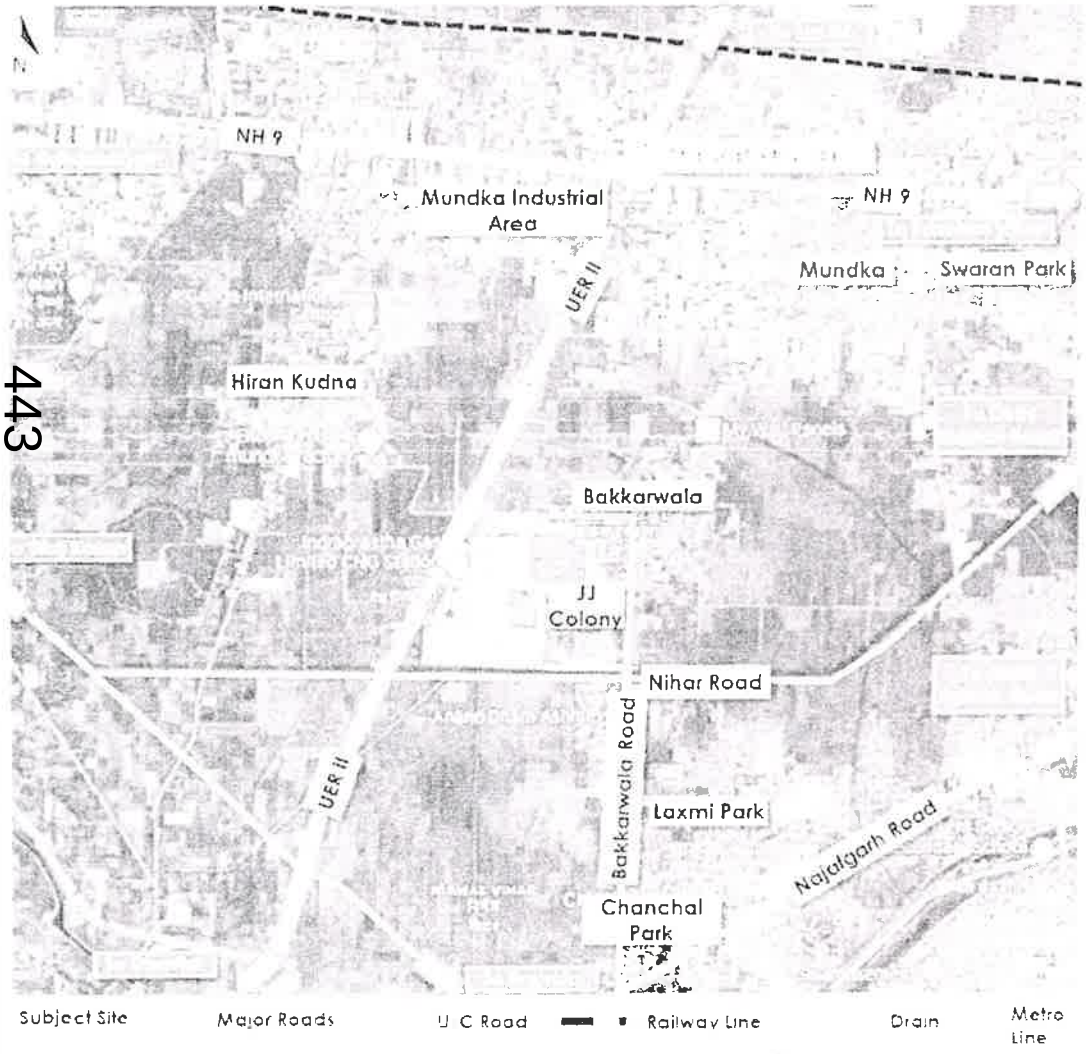
Nangloi



Hastsal

*Independent houses: Ground or G+1 structures developed on small plot of size ranging from approx. 50 to 200 sq. yd.

IGHBOURHOOD ASSESSMENT

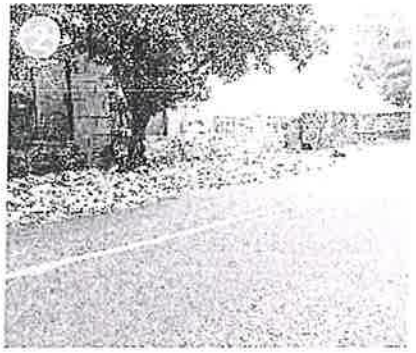


- The project is located off NH-9 (approx. 2 km), which connects the region to Paschim Vihar (towards East) and Bahadurgarh, Haryana (Towards West).
- The Site can be accessed from developed roads i.e. Mundka Bakkarwala Road (towards east), Shaheed Bhagat Singh Road (towards north) & Nihar road (towards south).
- Developing UER-II (towards west) will further enhance the connectivity of the developed pockets.
- The neighbouring area includes Laxmi Park, Chanchal Park, Mundka, Hiran Kunda, Swaran Park & Mundka Industrial Area.
- Most of the area near site is vacant land characterized as urbanisable area as per Delhi Master Plan 2021.
- DDA developed JJ colony and Mundka Industrial Area located in close proximity, which is exerting an adverse influence on the site's salability & livability.
- The area has limited access to Social Infrastructure.
- Hiran Kudna is the urban village located adjacent to site.
- Internal roads are developed but not properly maintained by the Authority.
- Laxmi Park & Chanchal Park are unplanned colonies majorly comprising of independent houses.
- Limited presence of organized retail is observed in the vicinity however, few support retail shops are provided near the pocket to cater the need of the residents.
- The Subject Site includes five pockets viz. pocket A, pocket B1, pocket B2, pocket C & pocket D.

NEIGHBOURHOOD ASSESSMENT



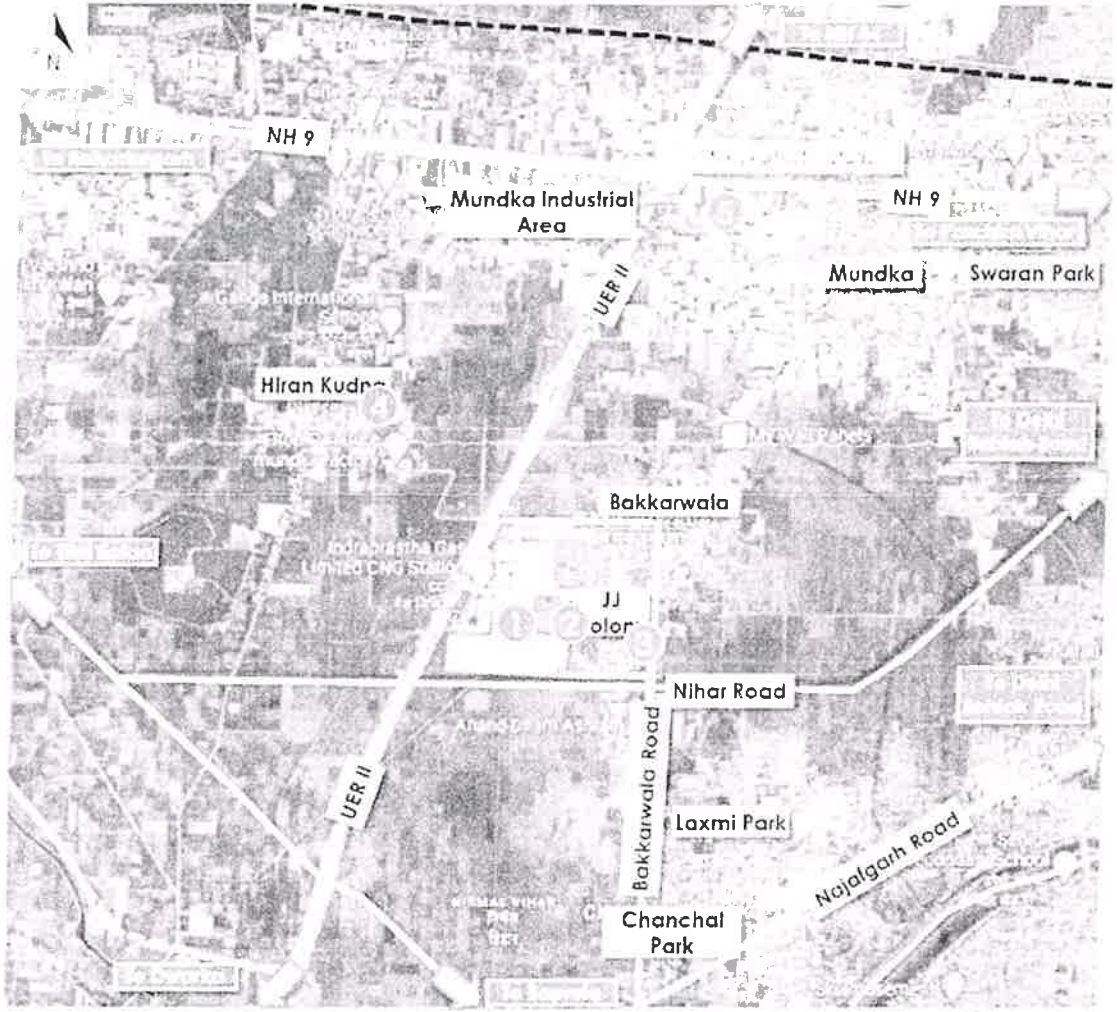
Approach Road



Approach Road

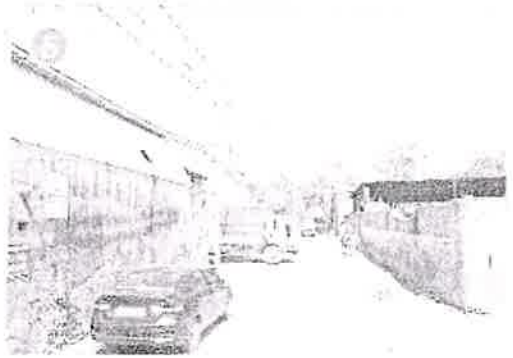


JJ Colony





Hiran Kudna



Mundka Industrial Area

- Majority of the internal sector roads are developed. However, it lacks in maintenance.
- The area lacks community level organized retail centre
- The existence of Hiran Kudna, Mundka Industrial Area and JJ Colony impacts the liveability of the site

IGHBOURHOOD ASSESSMENT : KEY TAKEAWAY



STRENGTH :

- Sector Location : Prominent sector of Narela, well connected to Delhi Rohtak Road and upcoming UER II, which provides excellent connectivity to the neighborhood with other parts of Delhi
- Prominent Upcoming Developments in the neighborhood : Some of the prominent upcoming developments include DSIIDC Knowledge based Industrial Park, Baprola, Industrial Township at Khanjhawala, Multi-level Manufacturing hub at Ranikhera, Mundka & UER II. Development of these projects will uplift the site credibility.

445



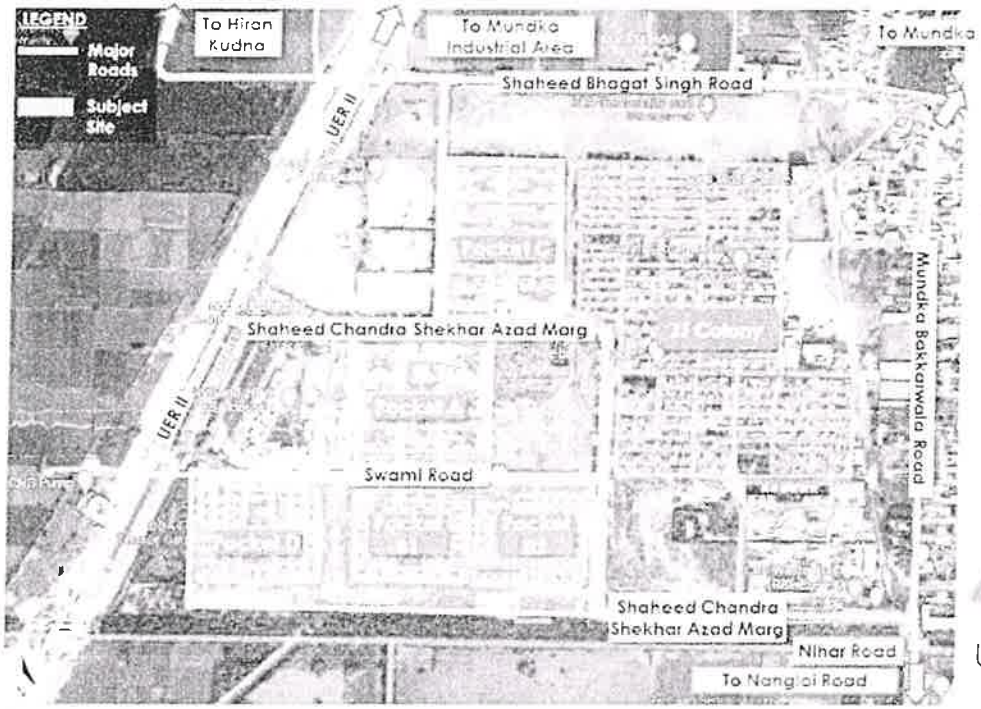
CONCERN :

- Connectivity: Absence of public transport and last mile connectivity
  - Nearest Metro Station – Mundka & Mundka Industrial Area located at a distance of approx. 3-4 Km from the pockets.
- Retail: The sector doesn't have any organized retail in the vicinity, leading to inconvenience to the residents.
- Social Infrastructure: Limited availability of schools and health infrastructure.
- Maintenance: The sector lacks maintenance of developed roads, footpath and open spaces. Moreover, the open plots, if not maintained properly, are prone to encroachment.
- Surrounding development: The existence of Hiran Kudna, Mundka Industrial Area and JJ Colony disturbs the urban fabric and raises the concern of adherence of law and order.

ROJECT ASSESSMENT

Location	Loknayakpuram, Bakkarwala
Project Launch Year	2006
Unit Configuration & Target Class	1 BHK (LIG)
Unit Size (sq. ft.) (Plinth area including common areas)	452 – 473
*Launch Ticket Price (in INR Lacs)	10.2 – 10.9
*Launch Price (INR/ Sq. ft. on plinth area) (Approx.)	2,250 – 2,280
Current Ticket Price** (in Lacs)	26.98 - 28.47
Current Price** (INR/ Sq. ft. on plinth area) (Approx.)	5,940 - 5,970
RWA Status	Yes
No. of Pockets	5
No. of Floors	G+4
Amenities	Community Hall, Parks

*As per DDA Housing Scheme 2008 for pocket A & B
**As per FCFS Scheme
Note : Additional 40 units are sold as on 21.08.2023 in FCFS Scheme



5,496
TOTAL UNITS

1 BHK
UNIT CONFIGURATION

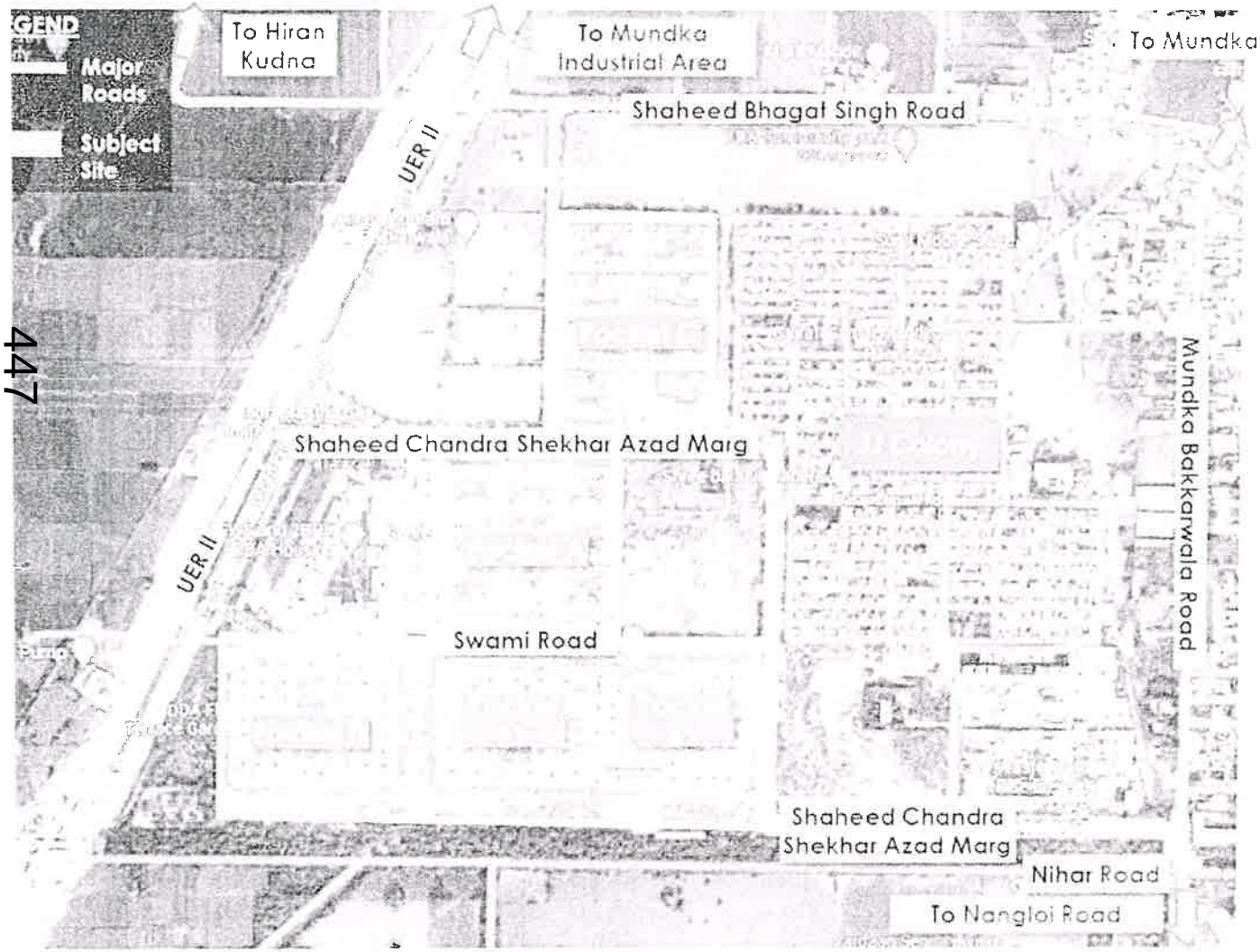
354***
UNITS UNSOLD

4,899
UNITS SOLD

Pocket	Total Units	Units Unsold	Units Sold	Units Sold (in %)	Units Unsold (in %)
Pocket A	1,320	237	1,083	82%	18%
Pocket B1	900	80	820	91%	9%
Pocket B2	900	76	824	92%	8%
Pocket C	1,376	131	1,245	90%	10%
Pocket D	1,000	73	927	93%	7%
Total	5,496	597***	4,899	89%	11%

***As per the data provide initially by DDA, 354 units are unsold. However, as per the data provided during the site visit, the unsold inventory is 597

OJECT ASSESSMENT

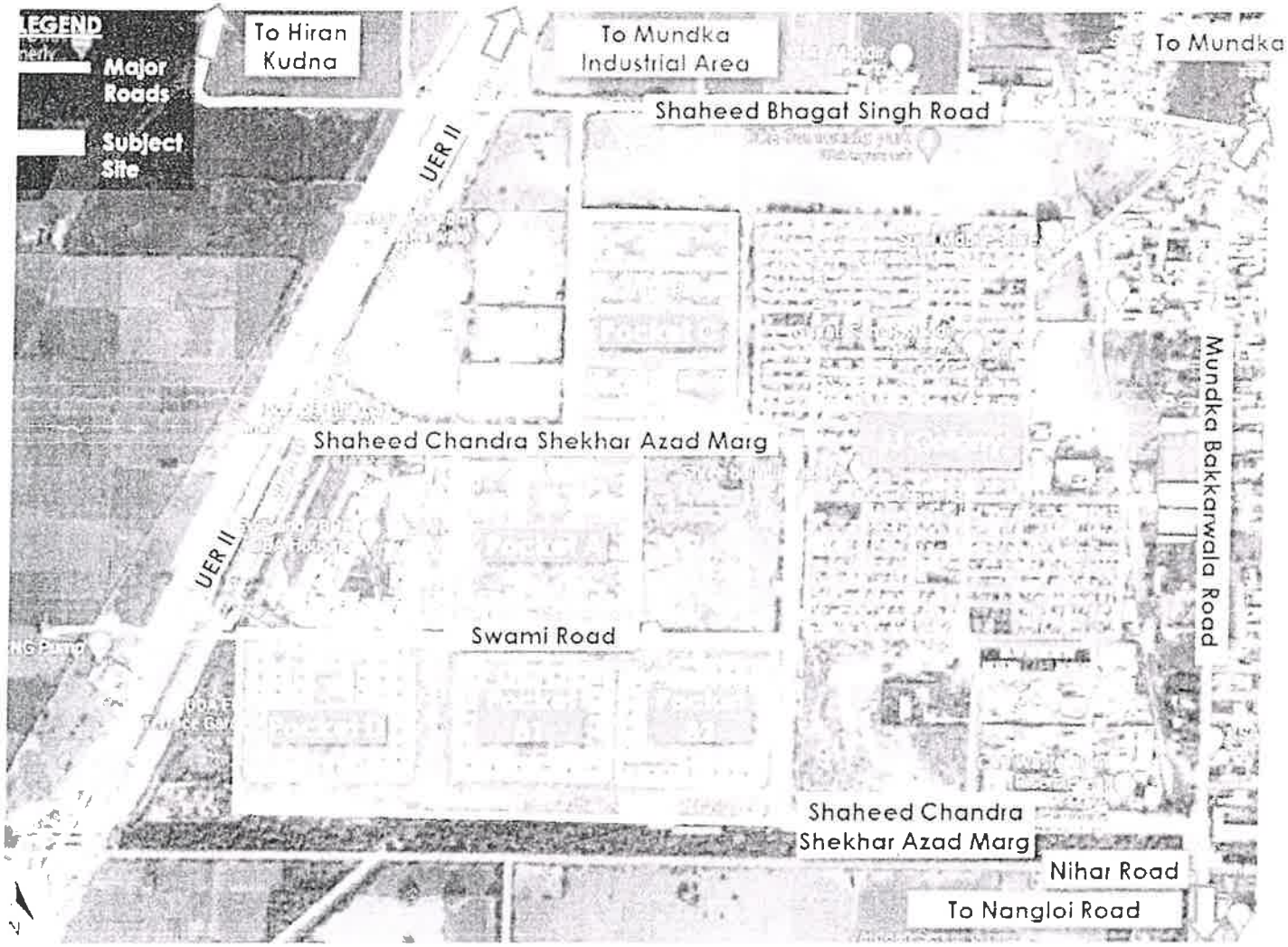


North	Connected by Chandra Shekhar Azad Road followed by Pocket C
South	Connected by Swami Road followed by Pocket B1
East	Vacant plot followed by JJ Colony
West	DDA developed MIG flats followed by UER II

North	Connected by Swami Road followed by Pocket A
South	Vacant land
East	Pocket B2
West	Pocket D followed by UER II

North	Connected by Swami road followed by vacant land
South	Vacant land
East	Connected by Shaheed Chandra Shekhar Azad Marg followed by vacant land
West	Pocket B1

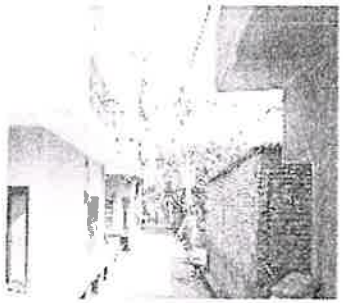
ROJECT ASSESSMENT



North	DDA community park
South	Connected by Shaheed Chandra Shekhar Azad Marg followed by vacant land and pocket A
East	JJ colony
West	Vacant land followed by UER II

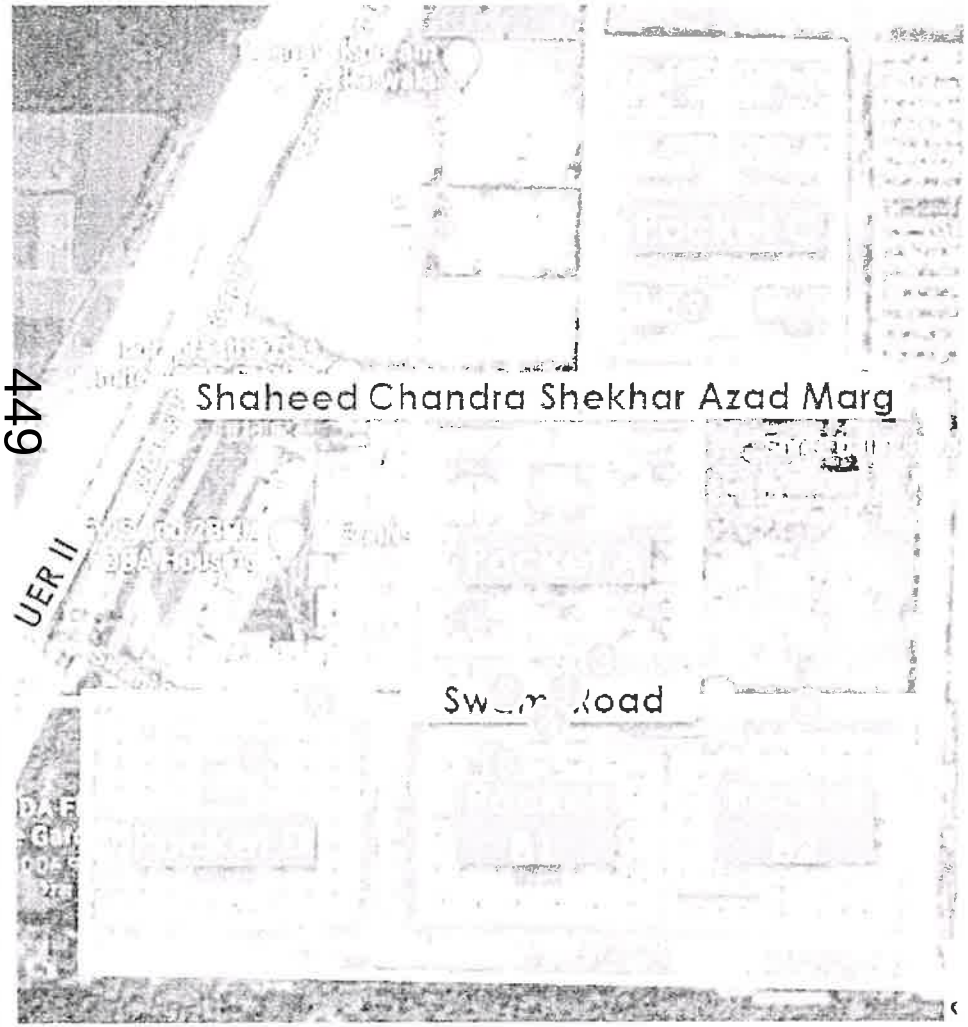
North	Connected by Swami road followed by DDA developed MIG flats
South	Vacant land
East	Pocket B1
West	Vacant land followed by UER II

From the above-mentioned tables, it can be observed that Pocket C & B2 are located in close proximity to JJ Colony while pocket D is strategically located along to UER II.



JJ Colony

OJECT ASSESSMENT – SITE IMAGES

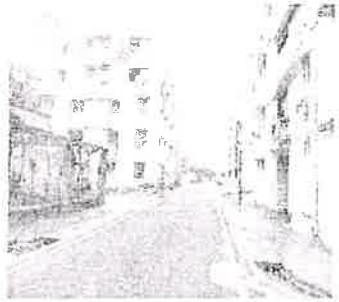




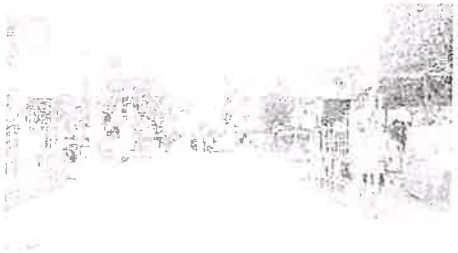
Pocket A entrance



Pocket A



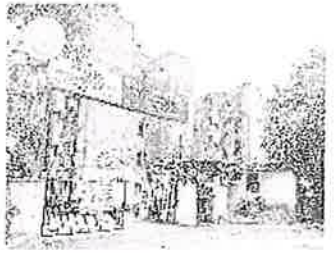
Pocket A



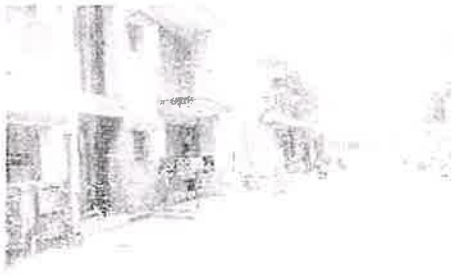
Pocket B1 entrance



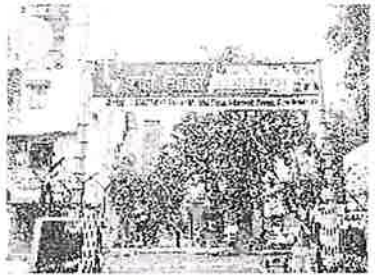
Pocket B1



Pocket D Entrance



Pocket D



Pocket B2 Entrance



Pocket C

PROJECT ASSESSMENT

ANAROCK
VALUES OVER VALUE

ROJECT ASSESSMENT : KEY TAKEAWAY

Parameters	Takeaways
mmediate Surrounding	• The immediate vicinity comprises of the residential pockets, JJ colony, urban villages & vacant land parcels.
Approach Roads	• The pocket has **1/2 entry / exit points.** • **The main access road (Shaheed Chandra Shekhar Azad Marg & Swami Marg) connects all the pockets to UER 2 (upcoming).** • **The internal roads are only 7 meter wide**
Site Layout	• **Regular Site layouts with provision of open spaces** • The positioning of the towers is good, providing ample open spaces for the residents. • However, absence of lifts in G+4 structures leads to slow sell of upper floors
Units Layout	• **Well-designed units with high efficiency.** • **However,** refurbishment required due to the aging structure
Amenities	• **Basic amenities** such as parks and community space are available but not maintained properly.
Maintenance	• **RWA maintains the pockets. While majority of the pockets are well maintained, the internal roads require better upkeep** • Poorly maintained park and community hall
Public Transport / Last mile connectivity	• **The neighbourhood has limited accessibility to public transport & has few options for last mile connectivity.** • **The nearest metro station to the site is located at approx. 3 km (Mundka Industrial Area)**
Pricing	• **Pricing of the units at the project is at par with that in the neighbourhood.** • **However, owing to limited connectivity and surrounding areas, people don't prefer buying in these pockets.** • Resale flats are 2 - 2.5 lakh cheaper than DDA selling price
Support Retail & Facilities	• **Limited options for retail shopping. Only few shops of daily needs can be traced in the sector.**
Water / Electricity Supply	• **Regular supply of electricity.** • Water supply through DJB via Tankers.
Safety & Security	• **Presence of streetlights provide good safety & security to the residents.**

OJECT ASSESSMENT : STAKEHOLDER FEEDBACK

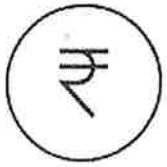
lowing is the stakeholder feedback (Residents / real estate brokers / local people etc.) regarding various parameters :

›cation	• **Strategically located** is **close proximity to the upcoming UER-2**, which will provide accessibility to Dwarka, Gurgaon & other parts of South Delhi
ccess and onnectivity	• **Presently, the access & connectivity is not that good** owing to limited developed roads. • **However, owing to upcoming UER-2, the connectivity will improve** to other parts of the city. • **Nearest metro station is approx.. 4 km** from the site. • Presently, **limited options for last mile connectivity** provides convenience to the residents.
pport Retail	• **Limited options of organized retail** in the immediate vicinity.
aintenance	• **Inadequate maintenance** of the residential pockets in the site cause inconvenience for the residents. • Thereby **impact the livability**
w and Order	• **Residents primarily don't face any challenge on law & order** situation in the neighborhood.
onstruction Quality	• **Residents are not satisfied with the construction quality**. The structures are ageing the proper upkeep is required.
:ket Size	• The current **ticket price is in line with the market** in the neighbourhood. • **However, considering that the development is approx. 20 years old, people don't see value for money in the ticket size.**
e Layout, ecifications & nenities	• The **project provides basic facilities & amenities** (like green spaces, community centre etc.) • **Limited amenities and facilities** available in the pockets • **Absence of lifts** creates inconvenience for the residents of upper floor
cial & Physical rastructure	• **Insufficient health and educational infrastructure** lowers the market appeal • **Regular water supply** by DJB water tankers and **regular supply of electricity**.
pression of DDA	• **Mixed perception on DDA housing**. • While the development quality & maintenance is not Upto the mark, people are satisfied improving connectivity, access to infrastructure and unit layouts provided.

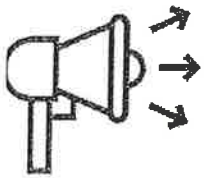
TRATEGY TO OPTIMIZE SALES OF THE UNITS



- **Maintenance & Upkeep of the Sectors & Unsold Units:**
  - It is suggested that an exhaustive refurbishment of the residential pockets should take place to improve the liveability and increase the saleability of the pockets.
  - Maintenance of the pockets can be handed over to a private agency (in discussion with the RWA) to improve the upkeep of the residential pockets.
  - Facilities & amenities needs to be repaired & refurbished so that they can improve the liveability and increase the saleability of the pockets.



- **Aggressive Marketing & Special Pricing for the Unsold Unit:**
  - The residential pockets are located in close proximity of the upcoming UER – 2, which will provide direct connectivity to the site region with Dwarka, Gurgaon & South Delhi.
  - The location should be aggressively advertised as an established residential area.
  - In order to further improve the sales, a special discount of 5% - 10% can be provided on the units.

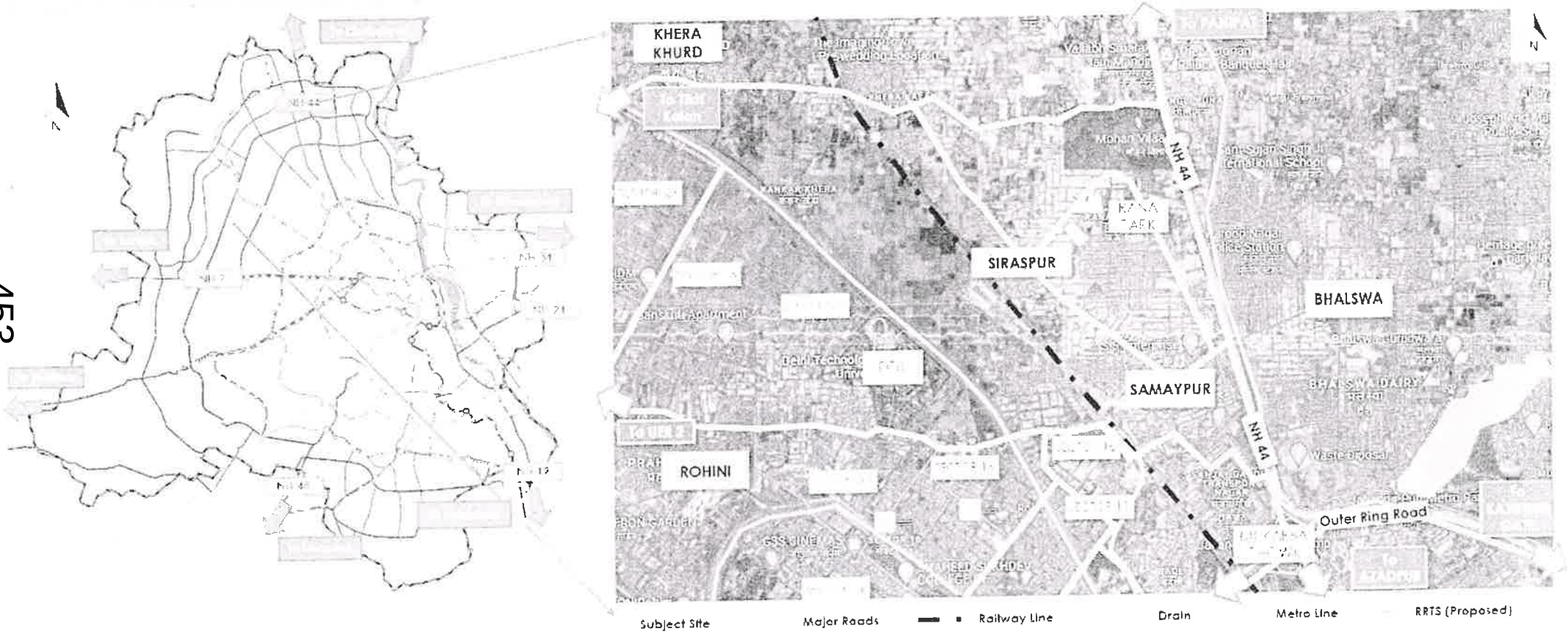


- **Infrastructure Development:**
  - It is important to develop the upcoming / ongoing infrastructure in the vicinity (UER -2) to ensure the sales of the units.
  - Therefore, it is suggested that the authority should track the progress of the same.



ANAROCK
VALUES OVER VALUE

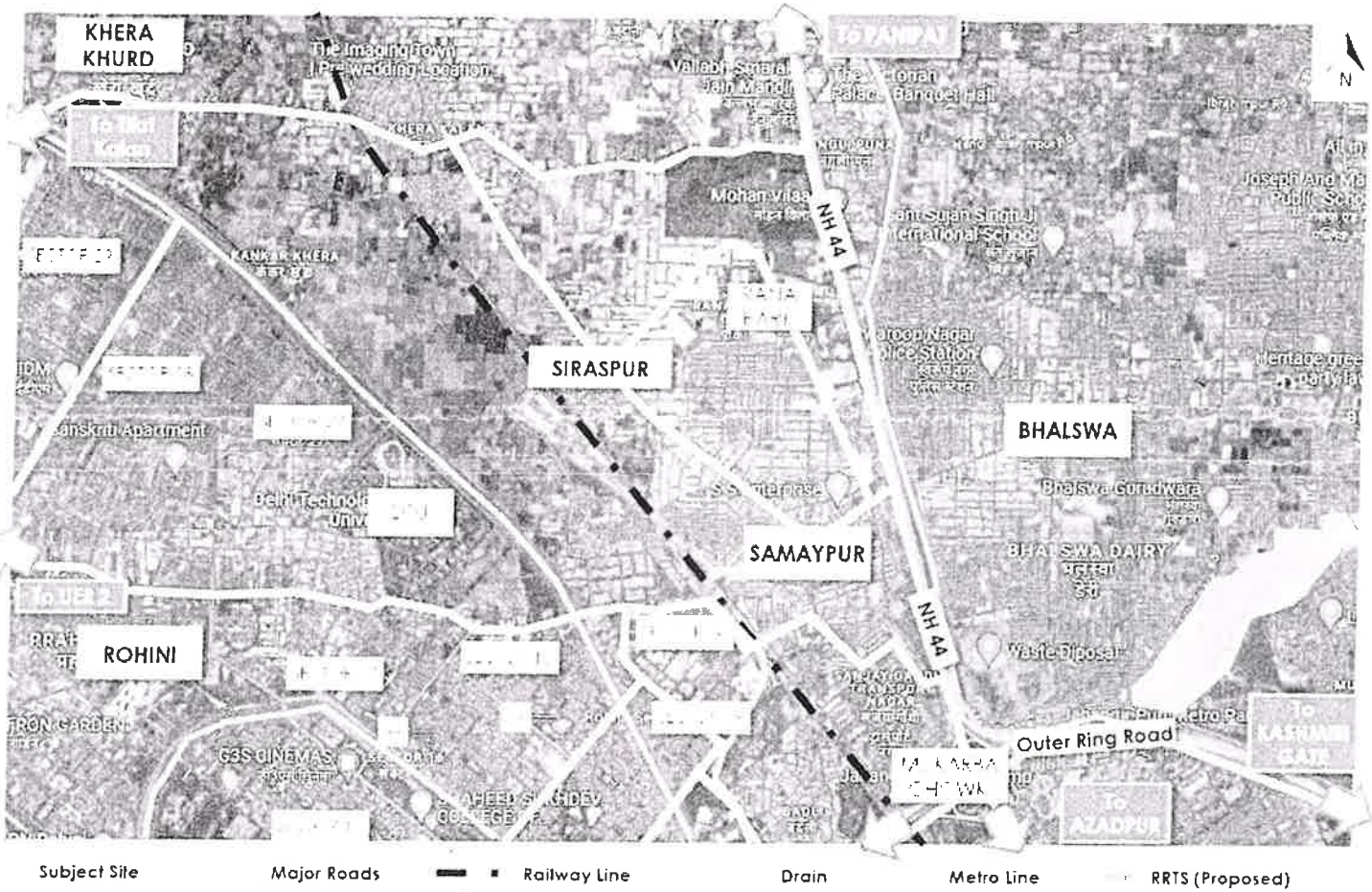
ASPUR : LOCATION ASSESSMENT



Siraspur is located in **Northern part of the city**
It is located in close proximity to the NH-44, which provides good connectivity to the region with other parts of the city.
However, the region lacks metro connectivity. Nearest metro station is located at Samyapur Badli, which is approx. 3.5 kms from the region.

Source: Anarock Research, 2023

IRASPUR : LOCATION ASSESSMENT



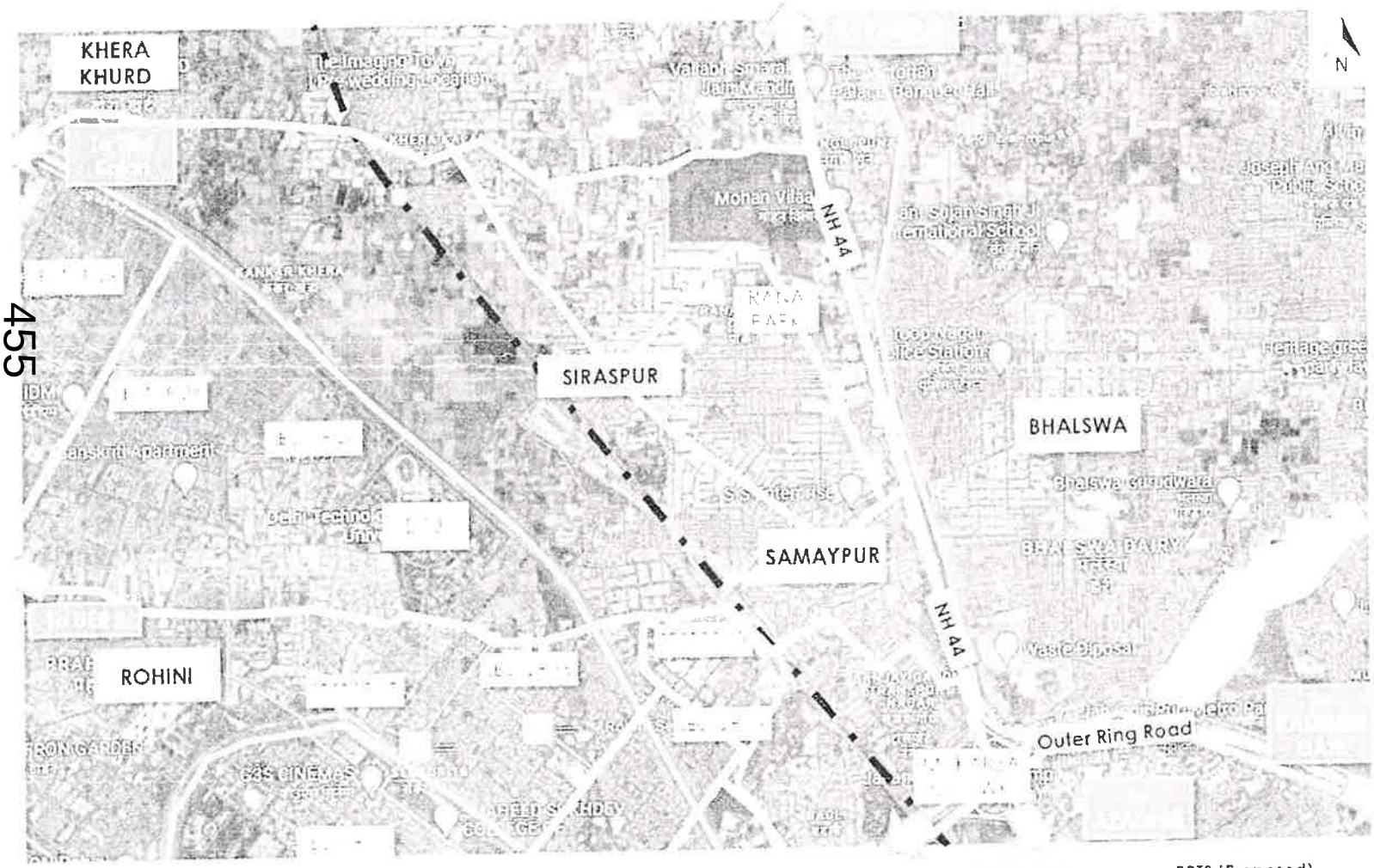
Following is the snapshot of the major areas in and around Siraspur:

Location	Description
Siraspur	• Densely packed residential localities with presence of industrial units. • Majority of the residences are independent houses with small plot sizes. • Access to physical infrastructure is limited and not maintained.
Samaypur	• Primarily an urban village with dense residential pockets along with industrial / warehousing units
Bhalswa	Primarily characterized by the presence of unauthorized colonies
Khera Khurd	Primarily an urban village with dense residential pockets
Rohini	• Well developed **residential area** of Delhi with presence of commercial & retail developments. • It is easily connected with various parts of the city via well developed road network. Moreover, it also has presence of Metro.

It can be observed that these areas in & around Siraspur are developed. However, most of these include industrial area and therefore the residential pockets majorly comprises of EWS category people. The region has good connectivity via well developed road network and metro.

Source: Anarock Research, 2023

ASPUR : CONNECTIVITY



CONNECTIVITY :

- The region has **good connectivity primarily NH-44,** which connects Delhi to Panipat, is located in the region and forms a major arterial road.
- **Internal sector roads are narrow** and are not in good condition.
- The region has limited options of **last mile connectivity.**
- **The nearest metro station is located at Samaypur, which is approx. 4-5 Kms. From the project site.**

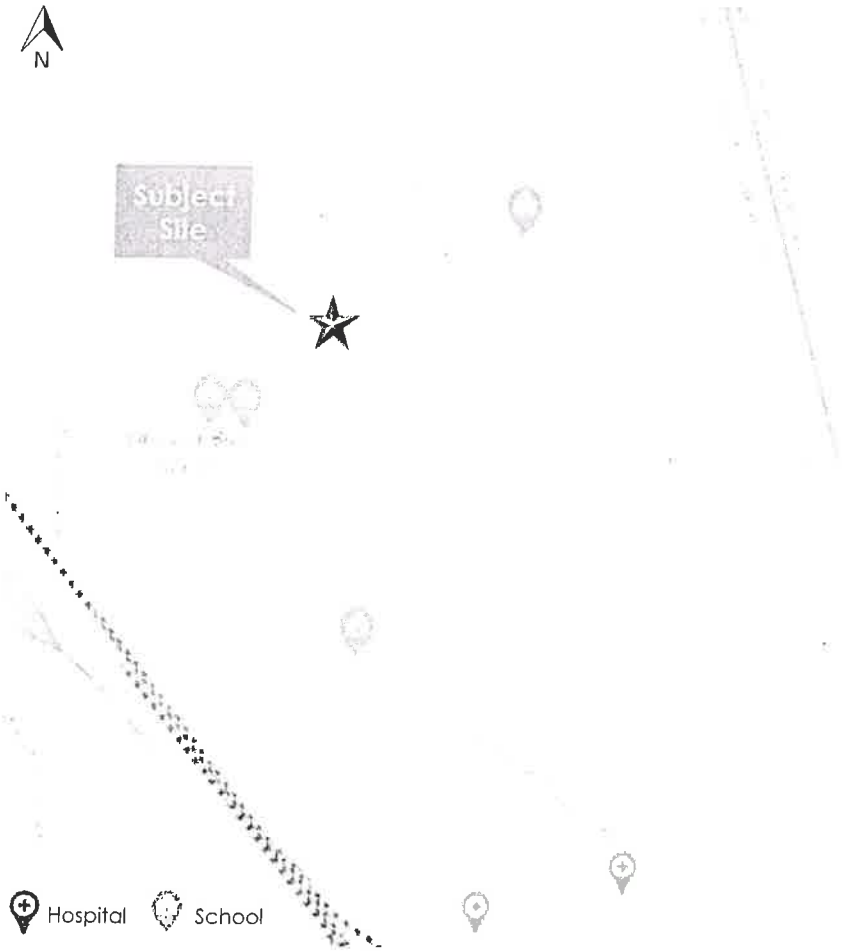
Source: Anarock Research, 202

IRASPUR : SOCIAL AND PHYSICAL INFRASTRUCTURE

Social Infrastructure in the Vicinity

Major Schools / Colleges	Distance (in km) (approx.)	Time (in min) (approx.)
Govt Boys Senior Secondary School Siraspur	0.7	3
Govt Girls Senior Secondry School Siraspur	0.7	3
Panacea National Public School	1.6	8
Shree Uday Public School	1.1	8

Major Hospitals	Distance (in km) (approx.)	Time (in min) (approx.)
Ekta Hospital	2.5	14
Skylife Multispeciality Hospital	2.3	16



SOCIAL INFRASTRUCTURE :

Lack of quality educational and healthinfrastructure in the vicinity may adversely affect sites potential

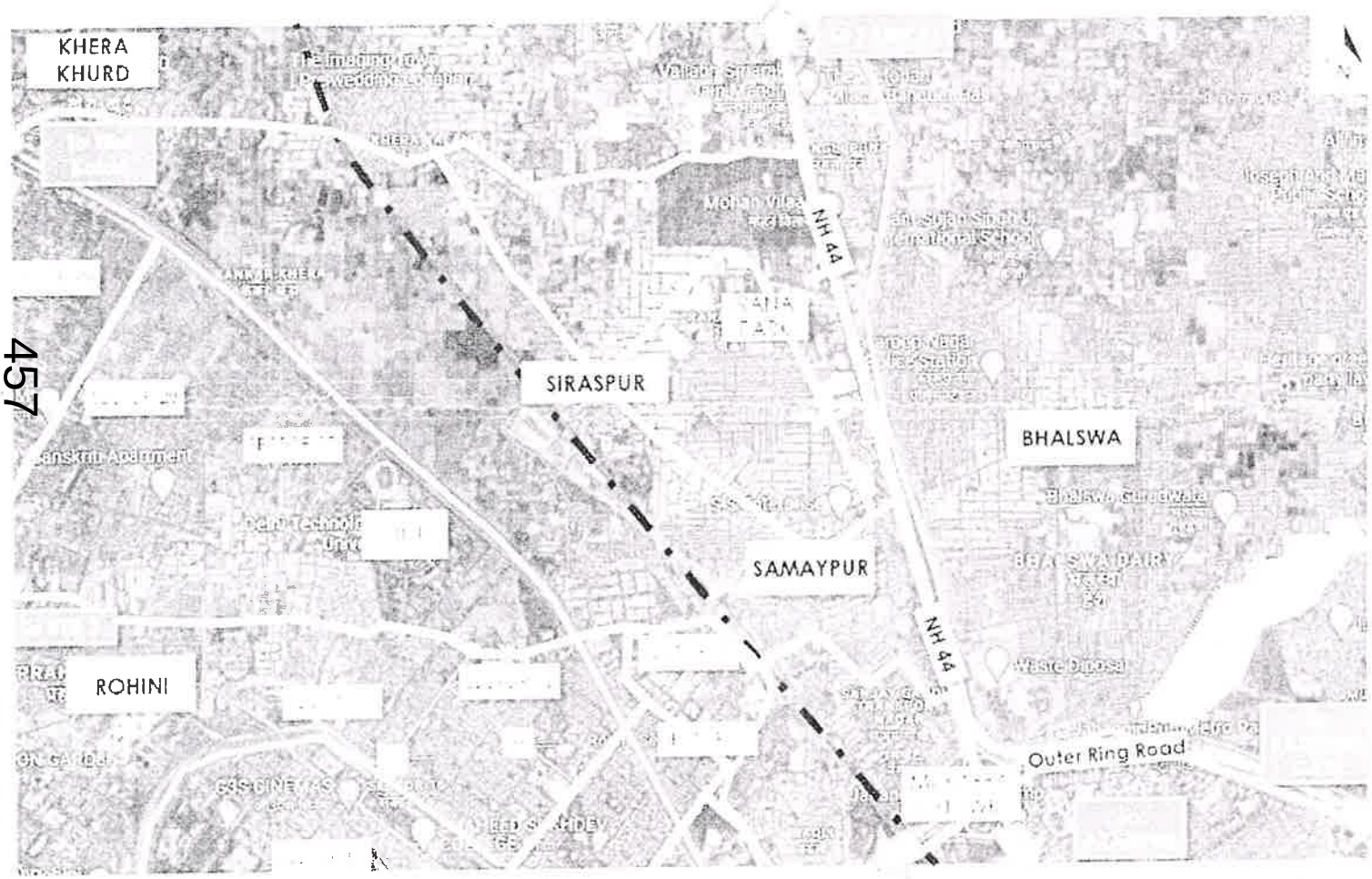
PHYSICAL INFRASTRUCTURE :

Water Supply :
- RO Plants

Sewerage –
Sewage Treatment Plants

Source: Anarock Research, 20

SIDENTIAL REAL ESTATE MARKET : OVERVIEW

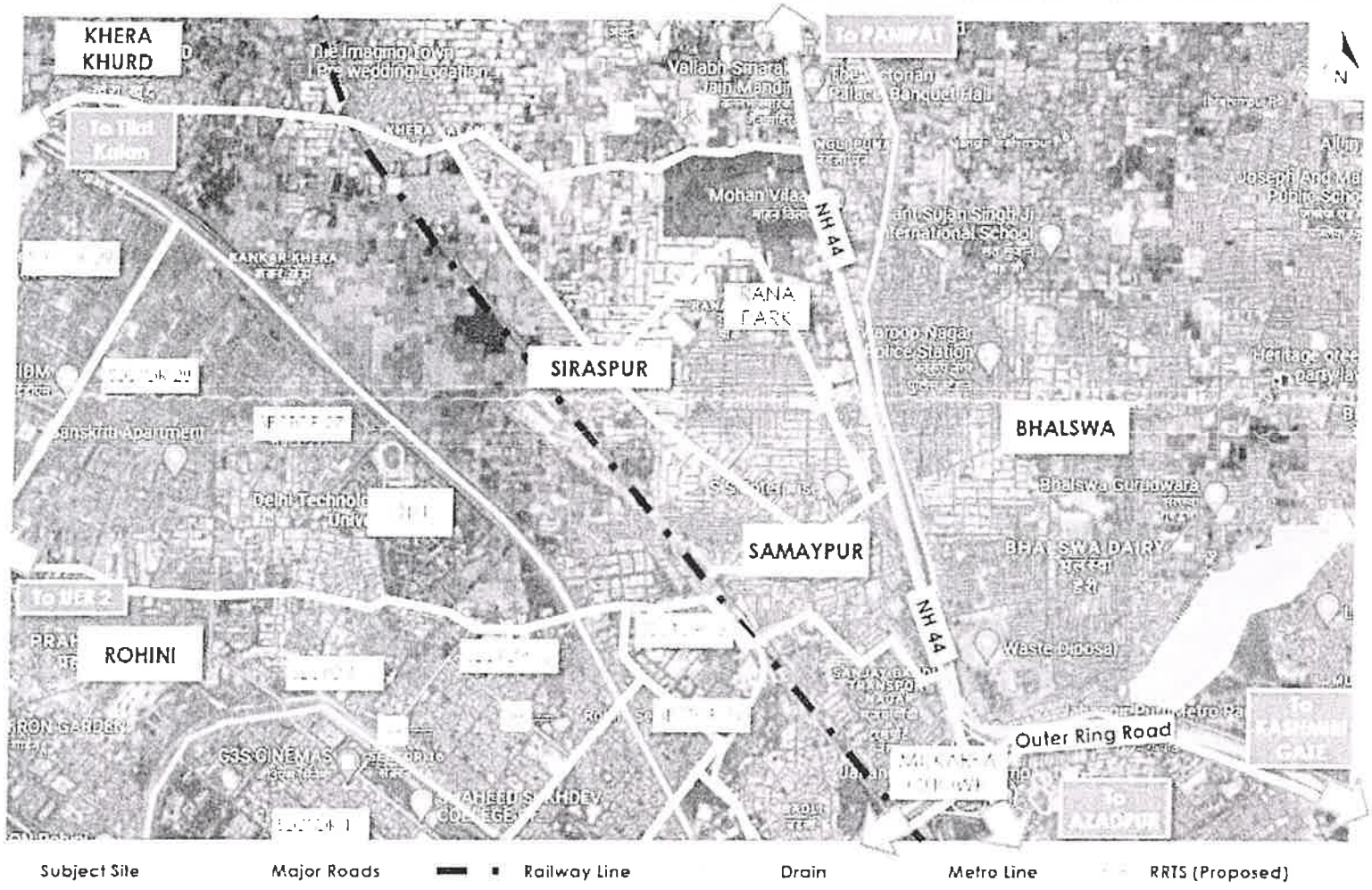


- Sirapur is located in the **north part of the city.**
- The Site can be accessed from **Libaspur – Siraspur road.**
- The **close proximity of NH 44** provides a distinct advantage to the developed pockets.
- The Site is **surrounded by industries** towards west and north creating unfavorable visual impression.
- Residential areas such as **Swaroop nagar, Jeevan Park, Rana Park, Bhagat Singh Park, Yadav Nagar** are located in east & south part of the site.
- Majority of the residential development in Siraspur comprises of **plots & independent houses with limited independent floors.**
- The surrounding area of the site **lacks regular maintenance.**

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rce: Anarock Research, 2023

OCATION ASSESSMENT



- The regular movement of heav loaded trucks in the vicinity hc **deteriorated the road condition** thereby impeding the smooth flo of traffic.
- **Landfill site** is located within th radius of 2 km from the site. Th leads to area depreciation an subsequently exerts adverse effec on the neighboring real estat market.
- The area lacks in **last mil connectivity.**
- The nearest metro station from th developed pockets is Samaypu Badli located at approx. 4 – 5 km.
- The vicinity **lacks in organized reta** developments.
- The area has **limited access t Social Infrastructure.**
- The Subject Site includes six pocket viz. **pocket A1, pocket A2, pocke B1, pocket C1, pocket C2 & pocke D1.**

ource: Anarock Research, 2023

CATION ASSESSMENT



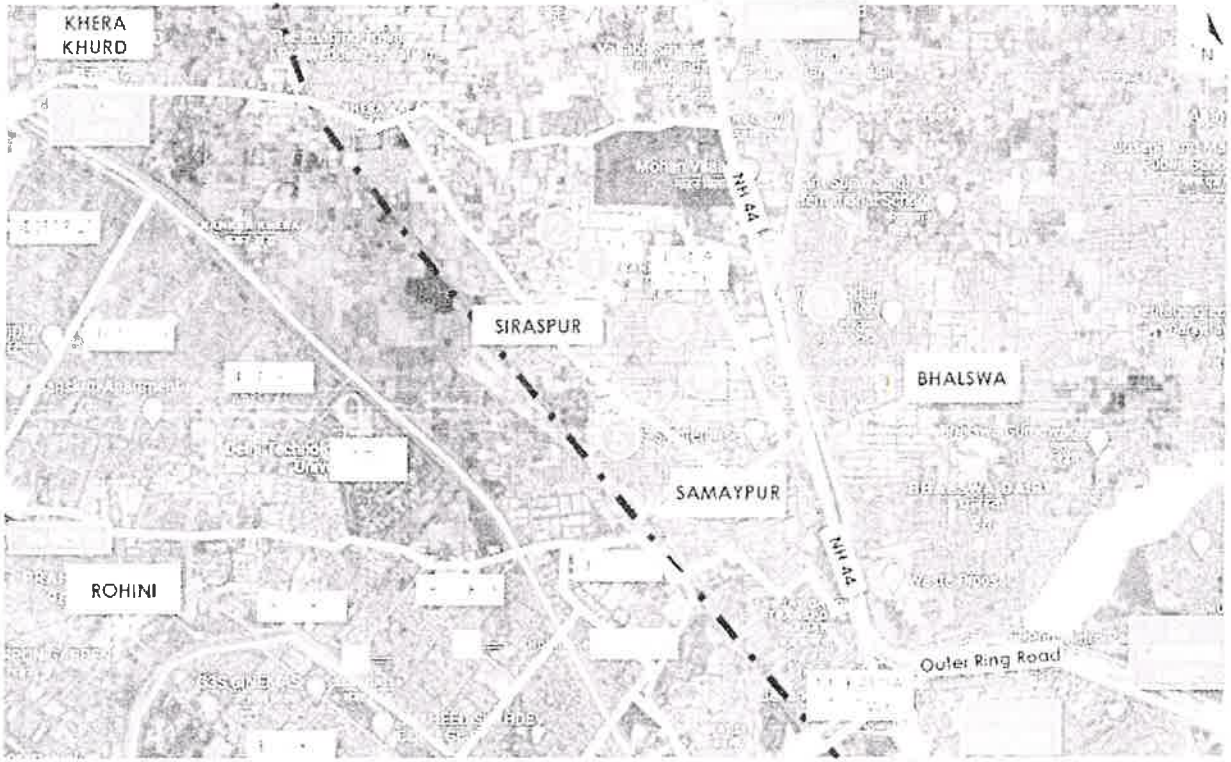
Approach Road



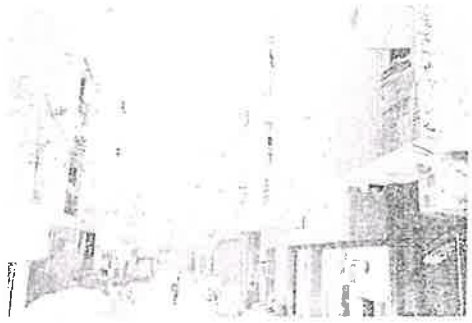
Industrial area



Swaroop Nagar



- Majority of the **internal roads are in bad condition due to flow of heavy loaded vehicles.**
- The **sector lacks organised community level retail centre** to cater to daily needs of the people.
- The existence of **industrial area** creates adverse influence on site.



Jeevan Park

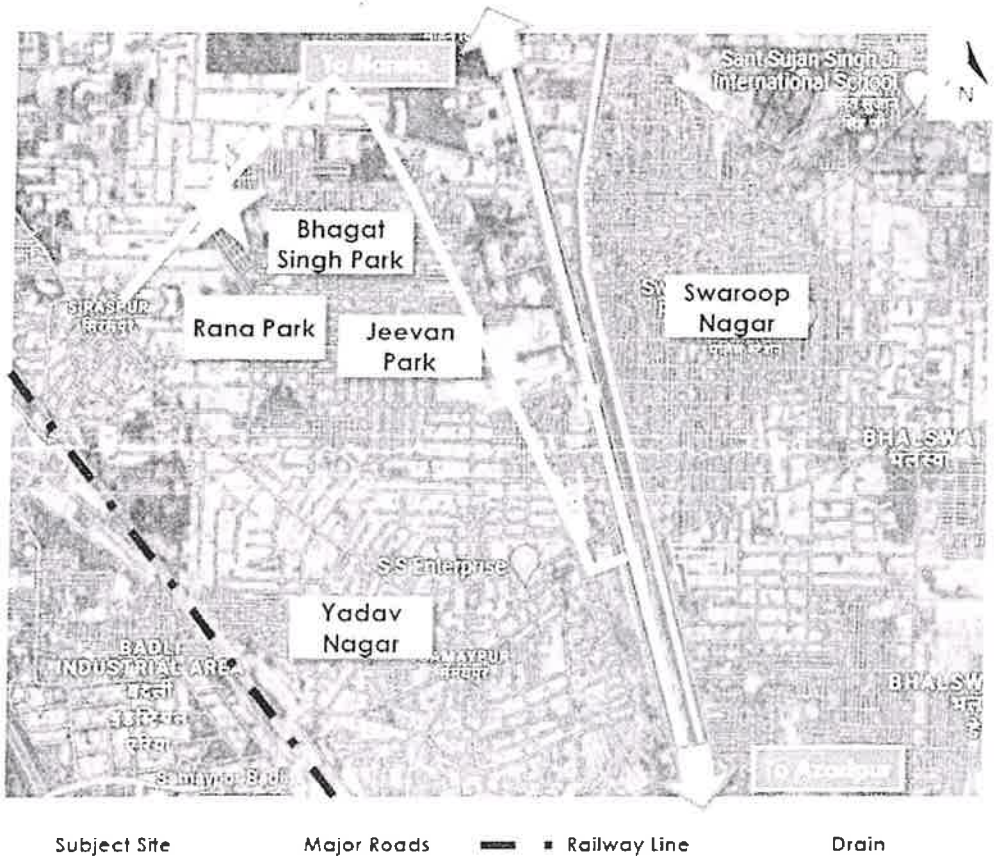


Yadav Nagar



Rana Park

IRASPUR : RESIDENTIAL REAL ESTATE MARKET ANALYSIS



Prevalent capital price in the neighbouring sectors ranges between **INR 3,500 to INR 5,000 per sq. ft.**

- Siraspur has many residential pockets with majority being the small size units (approx. 25-75 sq. yard) in densely packed residential pockets.
- Following table contains the details of major residential locations in th vicinity :

S.No	Location	Description	Prevalent Typology	Capital Price (INR per sq. ft.)
1	Swaroop Nagar	Densely packed houses with multi family dwelling units	Primarily Independent housing on plots	2,000 – 5,000
2	Bhagat Singh Park	Densely packed houses with multi family dwelling units	Primarily Independent housing on plots	2,000 – 4,500
3	Yadav Nagar	Densely packed houses with multi family dwelling units	Primarily Independent housing on plots	2,500 – 5,000
4	Rana Park	Densely packed houses with multi family dwelling units	Primarily Independent housing on plots	3,000 – 5,000
5	Jeevan Park	Densely packed houses with multi family dwelling units	Primarily Independent housing on plots	3,000 – 5,000
6	DDA Flats (Project Site)	DDA Housing containing EWS / LIG housing	1 BHK Apartments	3,500 – 4,500

Source: Anarock Research, 2023

**The prices in the micro market mentioned above varies as per the location, size, shape etc. Moreover, these are units available for resale in secondary market*

IGHBOURHOOD ASSESSMENT : KEY TAKEAWAY



STRENGTH :

- Sector Location & Connectivity : The site boasts robust connectivity to NH 44, facilitating superior accessibility with other parts of Delhi.



CONCERN :

- Industries : The site's proximity to an industrial area raises concerns of surrounding urban fabric impacting the site.
- Maintenance : The maintenance deficit has led to issues affecting the overall quality and functionality of the locality.
- Access Roads : The absence of regular upkeep of roads and the frequent passage of heavily loaded vehicles have contributed to the proliferation of potholes in the area, thereby impeding the smooth flow of traffic. This deteriorating road condition poses significant safety challenges for the transportation infrastructure.
- Landfill : Presence of landfill near site is likely to engender adverse effect on site.
- Connectivity. Absence of public transport and last mile connectivity
  - Nearest Metro Station – Samaypur Badli located at a distance of approx. 3.8 – 4.2 km. from the sector.
- Retail: The area doesn't have any organized retail in the vicinity, leading to inconvenience to the residents.
- Social Infrastructure: Limited availability quality education and health infrastructure in the vicinity may adversely affect sites potential.

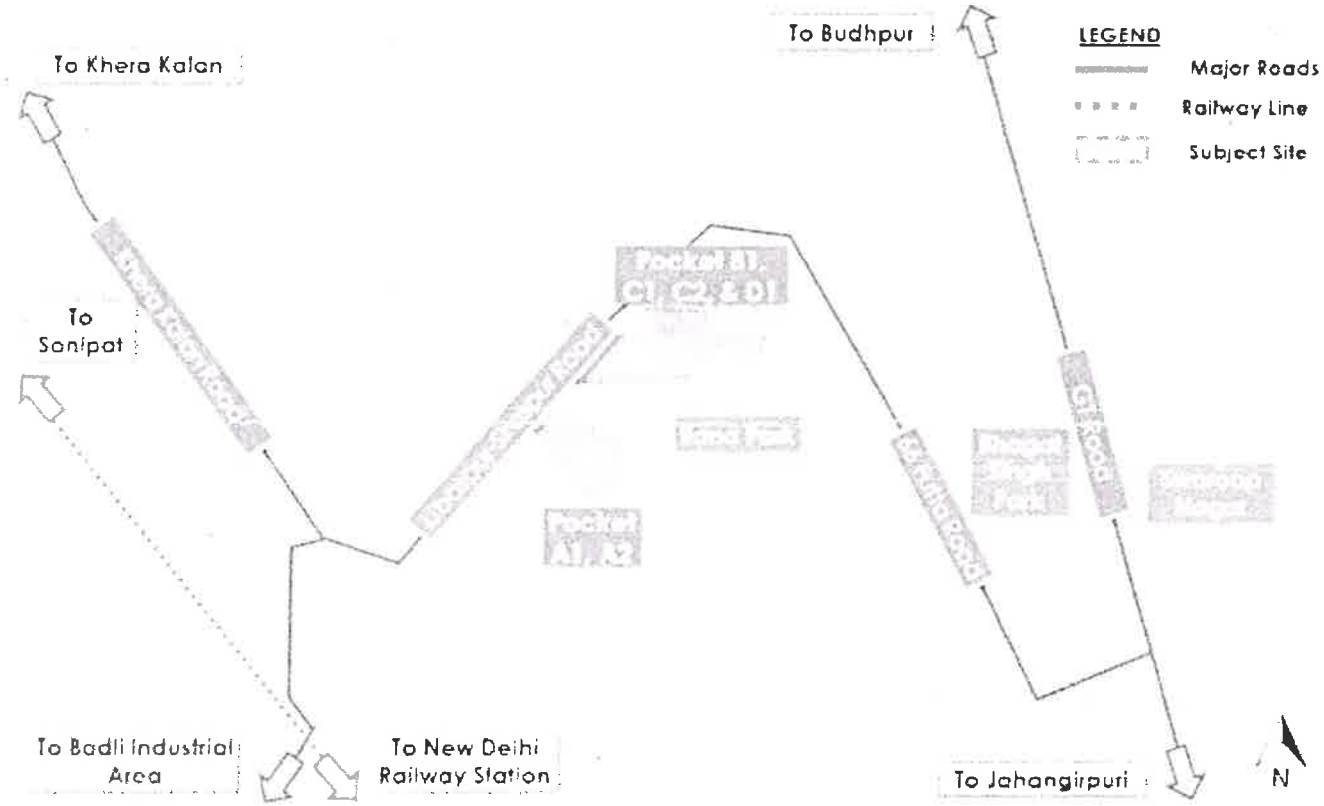
ANAROCK
VALUES OVER VALUE

ROJECT ASSESSMENT

Location	Siraspur
Site Area (Acre)	TBC
Project Launch Year	2014
Unit Configuration & Target Class	1 BHK (LIG)
Unit Size (sq. ft.) (Plinth area including common areas)	385 – 391
Total Number of Floors	G+4
Launch Ticket (in INR Lacs.)	20.31
Launch Price (INR/ Sq. ft on plinth area) (Approx.)	5,195 - 5,275
Current Ticket Price* (in Lacs.)	17.41 – 17.71
Current Price* (INR/ Sq. ft on plinth area) (Approx.)	4,523 – 4,521
RWA Status	Active

*As per FCFS Scheme

Source: Anarock Research, 2023 & DDA



TOTAL UNITS	UNITS SOLD*	UNITS UNSOLD
2,840	2,090 (74%)	750 (26%)

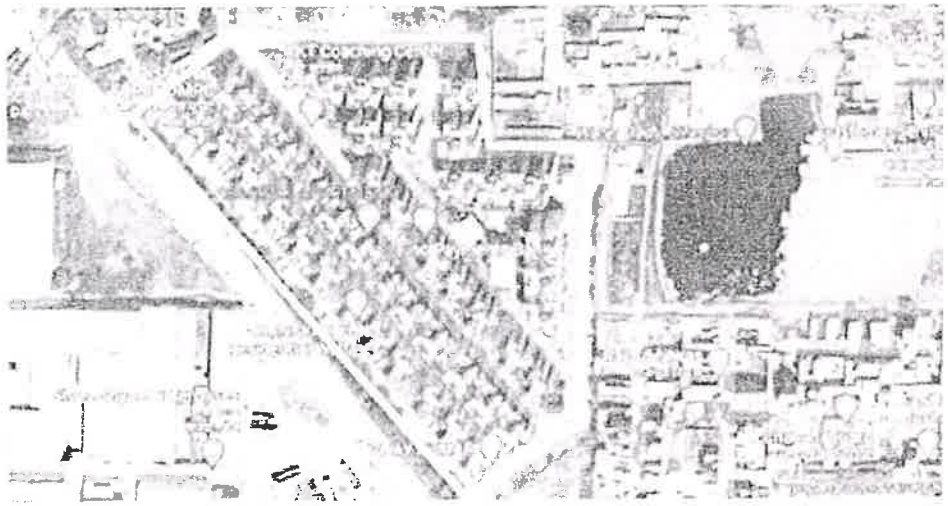
* Excluding additional 16 units sold during FCFS

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OJECT ASSESSMENT



Tentative Site Boundary of Pocket B-1, C-1, C-2 & D-1



Tentative Site Boundary of Pocket A-1 & A-2

Pocket B-1,C-1,C-2 & D-1

North	Industrial & Warehousing Units
South	Densely populated residential pocket of bhagat singh park
East	Densely populated residential pocket of bhagat singh park
West	Main road followed by Industrial & Warehousing Units

Pocket A-1 & A-2

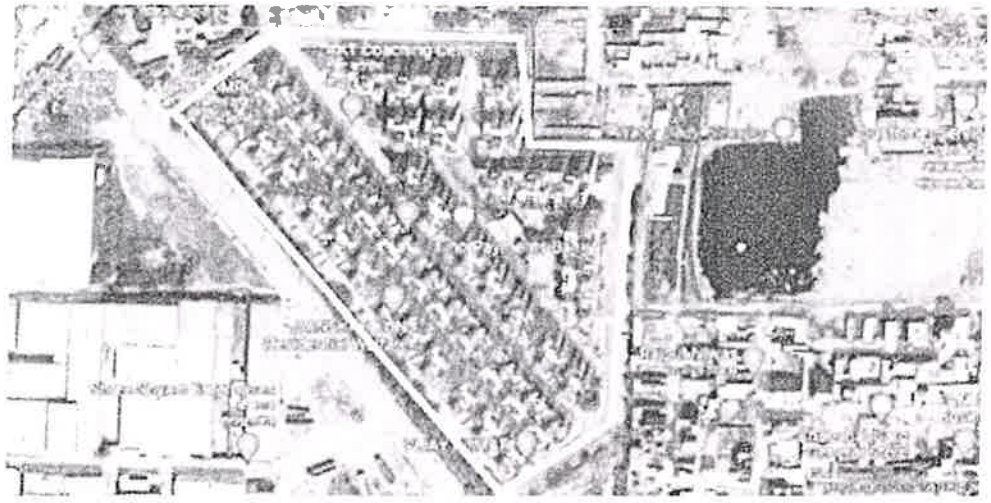
North	Densely populated residential pocket of bhagat singh park and Main Road
South	Main road followed by Industrial & Warehousing Units
East	Open plot (having stagnated water)& Densely populated residential pocket of bhagat singh park
West	Residential Colony (DDA Akshardham Apartments

ce: Anarock Research, 2023

ROJECT ASSESSMENT



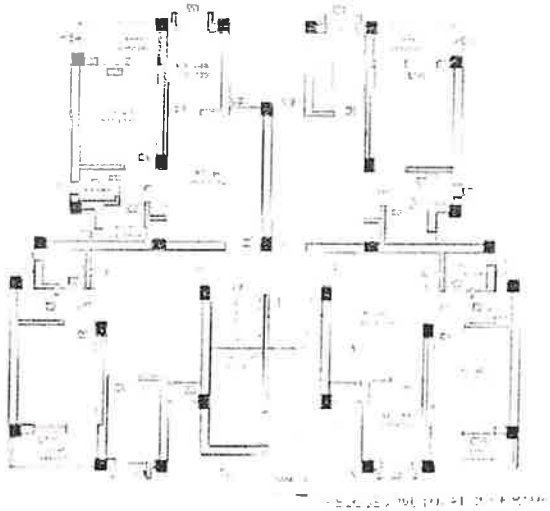
Tentative Site Boundary of Pocket B-1, C-1, C-2 & D-1



Tentative Site Boundary of Pocket A-1 & A-2

Site Plan

Water Connection	Available
Sewerage Connection	Available
Electricity Connection	Available
Internal Roads & Green Space	Poorly maintained Internal Roads & Green Space
No. of Entry / Exit Points	1 (for each pocket)
Occupancy	50% - 60%
RWA	Active



LIG Units Cluster Plan
Unit Size : 385 – 391 sq. ft.

Observations:

- The pockets can be accessed via 14-meter wide road
- The access roads are congested with traffic and parking of trucks & other heavy vehicles since majority of the neighbouring area comprises of warehousing , industrial units.
- The pocket comprises o only LIG units.
- The pockets have dedicated community space. However, the same lacks in proper maintenance & upkeep.
- Lack of green spaces in the residential pockets.

ource: Anarock Research, 2023

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OJECT ASSESSMENT – SITE IMAGES (Pocket A1 A2)



Approach Road



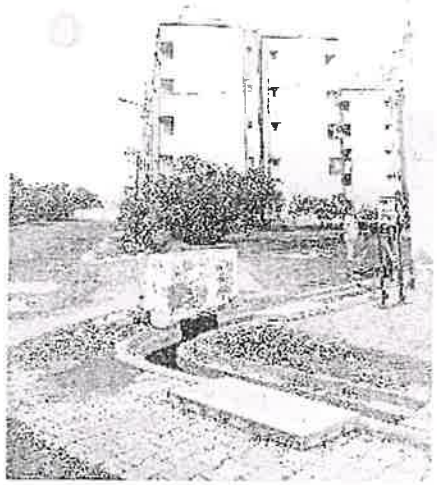
Tentative Site Boundary of Pocket A-1 & A-2



Entrance gate



Internal roads



Open Drains

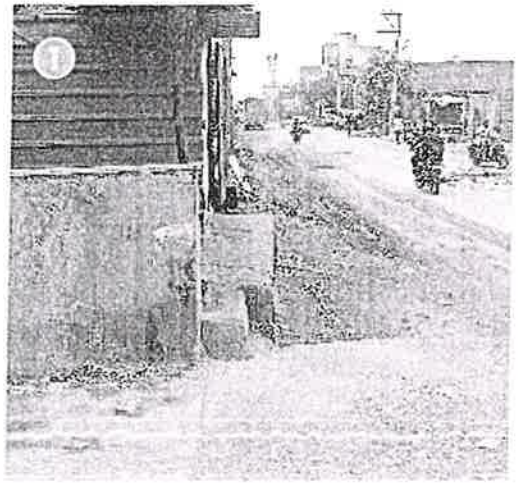


Building Blocks

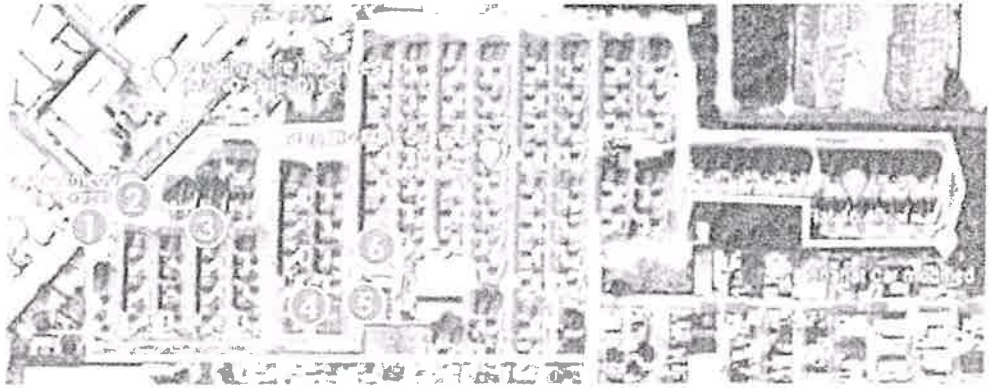


Building Blocks

ROJECT ASSESSMENT – SITE IMAGES (Pocket B1, C1, C2, D1)



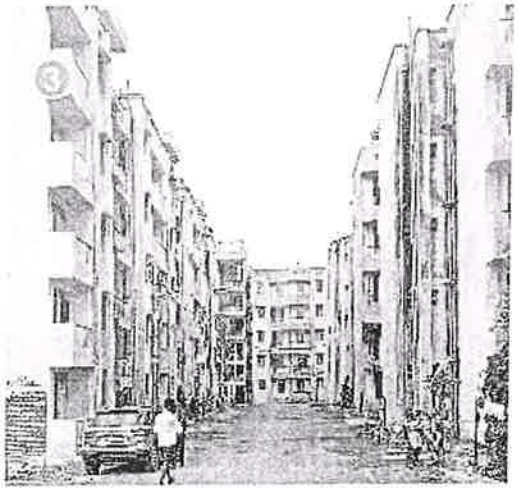
Approach Road



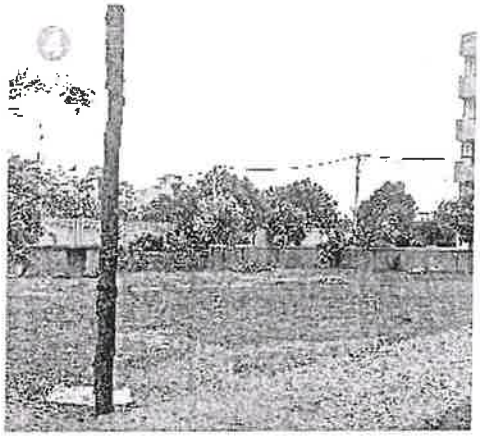
Tentative Site Boundary of Pocket B-1, C-1, C-2 & D-1



Entrance gate



Building Block



Park



Open Drain

- Majority of the internal roads & parks are undeveloped and lacks maintenance.
- Old building structure needs renovation



Building Block

OJECT ASSESSMENT : KEY TAKEAWAY

Immediate Surrounding	• Immediate surroundings to the project contains industrial / warehousing units along with densely packed residential pockets majorly residing EWS / LIG housing.
Approach Roads	• Each of the pocket has **1 entry / exit points** and can be accessed through the internal sector road. • The entry gate from sector road is small and lacks appeal for a good residential project • The access road (15 meter wide) is in poor condition with the presence of scattered debris and potholes.
Site Layout	• The site layout is irregular, and the positioning of the towers is very close to each other. • Central greens are not placed thoughtfully, as they do not align with a central location, nor it provides park view to any unit. • Provision of open drains that emits unpleased odors • Existing deteriorating structure necessitates repairs and maintenance. • Moreover, there is absence of lifts
Units Layout	• Need of renovation of rooms due to ageing structure • Small room sizes reduce comfort and limits functionality • Sufficient Balcony area
Amenities	• **Basic amenities** such as parks and community space is available however poorly maintained.
Maintenance	• **Poor maintenance of road and common areas.**
Public Transport / Last mile connectivity	• **Lack of public transport** • **Limited Last mile connectivity** options
Pricing	• **Pricing of the units at the project is at par with that in the neighbourhood.** • **However, owing to compact units and no lift (G+4 structures), people don't prefer buying units.**
upport Retail & Facilities	• Limited organised retail options are available in the immediate vicinity of the project. Although support retail is fulfilled by the market present in Rana Park.
/ater / Electricity Supply	• Presence of **limited social infrastructure** in the immediate vicinity • **Water supply by RO plant**
Safety & Security	• Limited operational streetlights results in inadequate safety and security to the residents.

PROJECT ASSESSMENT

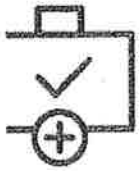
ANAROCK
VALUES OVER VALUE

ROJECT ASSESSMENT : STAKEHOLDER FEEDBACK

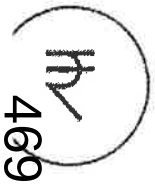
ollowing is the stakeholder feedback (Residents / real estate brokers / local people etc.) regarding various parameters :

Factors	Feedback
Location	• **While the neighborhood is strategically located along NH-44, the immediate surrounding of the project is located in a densel packed residential cum industrial area.**
Access and Connectivity	• **Good Connectivity to other parts of the region & city via NH-44 (located approx. 2-3 km from the project).** • **However, limited option for last mile connectivity and poorly maintained roads** creates inconvenience to the residents.
Support Retail	• **Limited options for local retail in close proximity to site**
Maintenance	• **No regular maintenance**
Law and Order	• Residents **sometimes face challenge on law & order** situation in the neighborhood.
Construction Quality	• **Residents are not satisfied with the construction** quality as the building structures have started aging and requires maintenance.
Ticket Size	• The **current ticket price is in line with the market** in the neighbourhood. • However, **owing to poor maintenance, connectivity, lack of facilities and lifts, people don't prefer buying units in the project. Thereb impacting the saleability of the project.**
Site Layout, Specifications & Amenities	• The project provides **basic facilities & amenities** (like green spaces, community centre etc.), which is provided in project. • The entry gate **lacks appeal for a good residential project** • **Internal roads and parks are not properly maintained** • **Open drains** leads to easy spread of diseases
Social & Physical Infrastructure	• Presence of **limited social infrastructure** in the immediate vicinity • **Water supply by RO plant**
Impression of DDA	• **Mixed perception** on DDA housing • **Majority of the people view DDA housing as a viable option in the vicinity due to organized development. However, owing to its poo maintenance & immediate surrounding, people don't prefer this project.**

ATEGY TO OPTIMIZE SALES OF THE UNITS



- **Maintenance & Upkeep of the Sectors & Unsold Units:**
  - It is suggested that an exhaustive refurbishment of the residential pockets should take place to improve the liveability and increase the saleability of the pockets.
  - Maintenance of the pockets can be handed over to a private agency (in discussion with the RWA) to improve the upkeep of the residential pockets.
  - Facilities & amenities needs to be repaired & refurbished so that they can improve the liveability and increase the saleability of the pockets.



- **Price Correction as Special Discount Offer:**
  - Price of units located on upper floors should be sold on discounted prices (5% - 10%) in order to attract buyers



- **Tie-ups with various Govt / private agencies for bulk sale :**
  - In order to fast-track the sales of units, bulk sale options should be explored with various government agencies, private companies, near-by educational institutes etc.



- **Roadshow / Investor meets / Sale Mela:**
  - Outreach programmes and hyper local marketing by setting up investor meets / Sales mela to showcase the project & its offering.
  - Special focus on local real estate brokers and local residents that will spread the word of mouth.

ITEM NO. 69/2024

Proposal for launching of Special Housing Scheme with 20% discount for Building & Construction workers registered with Delhi Building and Other Construction Workers Welfare Board (DBOCWWB).

F.No. F/1/0173/2024/CORD/-O/o PC(HOUSING)

BACKGROUND:

1. Towards the objective of "Affordable Housing for All", DDA has been launching various housing schemes for various income categories to suit their housing requirements depending on their income profiles. Regulation 5 of DDA (Management & Disposal of Housing Estates) Regulations 1968 enables that Authority can dispose off properties through terms & conditions decided by it. From time to time, DDA has been launching housing schemes for different sections of people from underprivileged sections and special categories through various incentives and discounts.
2. Delhi & NCR Region has witnessed a rapid urbanization and industrialization in the last few decades and as a result a large number of Building & Construction workers have migrated to Delhi NCR to be engaged in various infrastructural activities to earn their livelihoods. Often such workers have lack of access to affordable housing which impede their economic growth and consequent social & economic development. Around 45 Lakhs of such workers are engaged in Delhi region in different activities. Affordable housing for this section will go a long way in the overall growth of the capital city itself contributing to the larger economic profile of the city.

EXAMINATION:

3. DDA has large number of inventories in form of EWS & LIG flats in Narela which have not seen good demand because of a number of reasons including connectivity issues, lack of information among the targeted beneficiaries & the issue of digital divide. The cabinet approval of Rithala-Narela-Kundli Metro as well as the UER-I & II are going to greatly enhance the connectivity of this region thereby making these flats affordable in terms of substantial reduction in transport expenses.
4. DDA is incurring substantial carrying cost which goes as much as 15% of the cost of these flats in terms of their regular upkeep, day to day maintenance and watch & ward. Further, significant capital of DDA is locked up due to these unsold inventories leading to erosion in real value of money and liquidity issues for the organization.
5. It is felt that a discount of 20% in price of these flats would bring down the price of these flats below Rs. 10 Lakhs making them affordable to the working-class community.
6. There are around 700 EWS flats in Pockets 3,4,5 & 6 of Sector G2 of Narela which are priced in the range of 11.54 lakhs to 11.67 lakhs and a discount of 20% would bring down the price to the range of 9.4 lakhs to 9.6 lakhs. This discount would make these flats accessible to the workers in terms of availing easy finance.
7. Intense campaigning in form of dedicated camps in different clusters of construction & industrial areas would be held to disseminate information and handhold such workers in getting registration and booking of these flats.
8. On the spot easy financing would be made available by involving various financial institutions. In this regard, already onboarded organization AMBAK's help would be taken in finding easy financing for such workers.
9. For eligibility of the scheme, the applicant must be registered with Delhi Building and Other Construction Workers Welfare Board (DBOCWWB) as on the date of registration in the housing scheme of DDA through the AWAAS portal.
10. The scheme will be operative till 31.03.2025 and commence from the first week of January, 2025. The other terms & conditions of the scheme will be same as that of the DDA Sasta Ghar Housing Scheme 2024.
11. The scheme will greatly benefit industrial workers operating the immediate vicinity of Narela, Bawana & Bhorgarh DSIIDC industrial area and other such industrial clusters in North West Delhi and areas bordering the NCR region.

FA/37036

PROPOSAL:

12. In view of the above, the following proposals are placed before the Authority for its kind consideration and approval:

I. Launching of DDA Special Housing Scheme for Building & Construction Workers registered with Delhi Building and Other Construction Workers Welfare Board (DBOCWWB).
II. Offering 20% discount in disposal price of flats from the price offered in DDA Sasta Ghar Housing Scheme 2024 for around 700 EWS flats in Pockets 3,4,5 & 6 of Sector G2 of Narela.
III. VC, DDA be authorized for relaxing the terms & conditions, simplifying the procedures of the scheme to ensure smooth disposal of flats under the scheme as well as to suitably to decide the number of flats to be offered depending on the demand situation.

RESOLUTION

Authority approved the proposal as contained in the Authority agenda with the following modification:

1. Instead of 20%, a discount of 25% be offered
2. All registrants with **PM VISHWAKARMA** scheme to be also included under the eligible category for availing this discount offer.
3. Building and other constructions workers registered with DBOCWWB as on 31.12.2024, will be given benefit under the scheme after due verification process.

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ITEM NO. 70/2024

SUBJECT: MODIFICATIONS IN THE 'REGULATIONS FOR SETTING UP OF FUEL STATIONS ON PRIVATELY OWNED LANDS IN NCT OF DELHI' DATED 08.03.2019.
E-File No. : PLG/MP/0003/2020/F-7
Comp No. : 9372

Synopsis

- 'Regulations for setting up of Fuel Stations on privately owned lands in NCT of Delhi' were notified on 08.03.2019.
- Representations were being received suggesting modifications in the Regulations w.r.t. distance between Fuel Stations and minimum RoW.
- The proposed modifications were approved in the 4th Technical Committee meeting dated 20.12.2024 for placing before the Authority for its consideration and approval.

1.0 BACKGROUND

1.1. The 'Regulations for setting up of Fuel Stations on privately owned lands in NCT of Delhi' were notified vide S.0. No. 1244(E) dated 08.03.2019.

1.2. Based on various representations received from stakeholders suggesting modifications in the Regulations, a meeting was held with the stakeholders on 13.10.2023.

1.3. It was decided that requisite modifications in relevant clauses of the Regulations, based on the 2020 amendments in IRC-2016 will be taken up.

1.4. The Technical Committee in its meeting dated 05.01.2024 decided that the permissibility of Electric Vehicle Charging Infrastructure (EVCI) shall be applicable to all categories of fuel stations on both Public and Private land. The same has also been incorporated in the said Regulations, in order to update the Regulations in toto.

2.0 DECISION OF TECHNICAL COMMITTEE

2.1. The proposed modifications in the Regulations were approved in the 4th Technical Committee meeting dated 20.12.2024 vide Item No. 20/2024 for placing before the Authority for its approval and processing the same under sub-section (1) of Section 57 of the Delhi Development Act, 1957. The following was recommended in the Meeting:

"In clause 3 (iv), the line "The plot size for such fuel stations will be ....mother station as per requirement).", be read as "The plot size for such Fuel Stations shall be as per prevailing Master Plan.".
*In clause 3 (vii), the line "For minor roads having ROW from **6 m** up to 30 m - 50 m", be read as "For minor roads having ROW from **3 m** up to 30 m - 50*

m."

A copy of the Minutes of the Technical Committee meeting dated 20.12.2024 is enclosed as **Annexure I.**

3.0 PROPOSAL

Based on 2.0 above, the following modification in the Regulations dated 08.03.2019 is proposed:

Regulations for setting up of Fuel Stations on privately owned lands in NCT of Delhi dated 08.03.2019	
Clause 3	
Existing Provisions	**Proposed Amendments/Modifications**
i. It shall be located on Master Plan / Zonal Plan existing / proposed roads of minimum 30-meter right of way (as per Master Plan / PWD / MCD / Revenue records).	i. It shall be located on Master Plan / Zonal Plan existing / proposed roads of minimum 30-meter right of way (as per Master Plan / PWD / MCD / Revenue records) **or as per prevailing Master Plan.**
iv. The plot size for such Fuel Stations **will** be as per prevailing Master Plan. **with a minimum of 30 m x 36 m and maximum of 33 m x 45 m (75m X 40m for CNG mother station as per requirement).**	iv. The plot size for such Fuel Stations **shall** be as per prevailing Master Plan.
vii. The minimum distance of plot from the ROW line of road intersections shall be as follows:: • For minor roads having **less than 30m R/W** – 50 m • For major roads having R/W of 30m or more – 100 m • Frontage of the plot should be not less than 30 m	vii. The minimum distance of plot from the ROW line of road intersections shall be as follows:: • For minor roads having **RoW from 3m up to** 30m – 50 m • For major roads having R/W of 30m or more – 100 m • Frontage of the plot should be not less than 30 m **All the dimensions with respect to ascertaining the minimum distance between two Fuel Stations and distance from intersection of all categories of roads are to be measured from the boundary wall of the Fuel Station.** **The gap in the Central median shall be treated as Intersection.**

viii. **In order to avoid clustering of Fuel Stations at a locality and** to facilitate uniform distribution of the fuel stations, the minimum distance between the two Fuel Stations of **similar** category (i.e. CNG, Petrol, Diesel or any other fuel) should be as follows: a. **Not less than 1000 m on the same side of the road (without divided carriageway).** b. **Not less than 500 m on the other side of the road (with divided carriageway and without breaks in median).**	viii. To facilitate uniform distribution of the fuel stations, the minimum distance between two Fuel Stations of **all categories** (i.e. CNG, Petrol, Diesel or any other fuel) should be as follows: **300m – For both divided and undivided carriageway** **However, this restriction of distance between two Fuel Stations shall not apply in case of ingress/ egress for all such fuel stations is provided through common service road having sufficient length.**
	ix. **The permissibility of Electric Vehicle Charging Infrastructure (EVCI) shall be applicable to all categories of fuel stations.** **EVCI needs to be integrated within all the fuel stations including CNG stations, wherever feasible.** **Any statutory clearance required for the purpose shall be obtained by the land owner from the concerned agencies.**
x. The general conditions for setting up of Fuel Station shall be in accordance with the norms laid down by prevailing Master Plan of Delhi and also the Ministry of **Surface Transport** and the Indian Roads Congress (IRC: 12-2016) or as per (v) above.	xi. The general conditions for setting up of Fuel Station shall be in accordance with the norms laid down by prevailing Master Plan of Delhi and also the Ministry of **Road Transport and Highways** and the Indian Roads Congress (IRC: 12-2016) or as per (v) above. **For Fuel stations falling on National Highways within city limits, the IRC Guidelines or any other Orders issued by the NHAI/Govt. of India in this regard shall be followed.**

A copy of the modified draft Regulations is enclosed as **Annexure-II** for reference.

4.0 RECOMMENDATION

The proposal as contained in Para 3.0 above is placed before the Authority for its approval. After the approval, the same shall be forwarded to the Ministry of Housing and Urban Affairs, Govt. of India for approval and thereafter for its

notification under Section 57 of Delhi Development Act 1957.

RESOLUTION

The proposal contained in the Agenda Item was approved. The matter will be forwarded to the Ministry of Housing and Urban Affairs, Govt. of India, for approval and issuance of final Notification by DDA.

It is further clarified that regarding setting up of EV charging Infrastructure on the plots already allotted and being used for CNG Stations by IGL, a letter has already been issued by DDA giving in principle NOC for setting EV charging stations subject to meeting the conditions mentioned in Guidelines and Standards issued by Ministry of Power as also any other relevant Guidelines/ conditions of standards prescribed as applicable for installation of charging infrastructure for EVs, including adherence to any safety guidelines.

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ANNEXURE-I

दिल्ली विकास प्राधिकरण
मुख्य योजना विभाग
छठी मंजिल, विकास मीनार
आई. पी. एस्टेट, नई दिल्ली - ११०००२
फ़ोन नो. : 011-23370507

ई. फाइल PLG/MP/0003/2024/F-1/116

दिनांक: 27.12.2024

बैठक का कार्य-वृत्त

विषय: Minutes of the 4th Technical Committee Meeting of DDA for the year 2024 held on 20.12.2024.

The 4th Technical Committee Meeting of DDA for the year 2024 was held on 20.12.2024 (Friday) at 05:00 P.M. under the Chairmanship of Vice Chairman, DDA in the Conference Hall at B-Block, 1st Floor, Vikas Sadan, I.N.A., New Delhi - 110023. The list of the participants is annexed. Please find enclosed herewith a copy of the minutes of the same for information and further necessary action.

शिखा भार्गव
27/12/2024
निदेशक (योजना),
एम.पी.एम.आर - II

To:

1. Vice Chairman, DDA
2. Engineer Member, DDA
3. Pr. Commissioner (Housing)
4. Pr. Commissioner (LM)
5. Pr. Commissioner (LD)
6. Commissioner (Plg.), DDA
7. Chief Planner, TCPO
8. Chief Architect, HUPW, DDA
9. Chief Architect, NDMC
10. Chief Engineer (Property Development), DMRC
11. Addl. Commr. (Plg.)-I, DDA
12. Addl. Commr. (Plg.)-II, DDA
13. Addl. Commr. (Plg.) - III, DDA
14. Addl. Commr. (Plg.)-IV, DDA
15. Addl. Commr. (Landscape), DDA
16. Secretary, DUAC
17. Chief Town Planner, MCD
18. Chief Architect (Delhi), CPWD
19. Dy. Commr. of Police (Traffic), Delhi
20. Land & Development Officer, (L&DO) Director, Fire Service, GNCTD

Special Invitees:

1. Additional Chief Architect, V.C. Office, DDA
2. Chief Manager, Powergrid Sikar Khetri Transmission ltd.
3. Joint General Manager-4, RLDA

Item No. 16/2024

Confirmation of the Minutes of 3rd Technical Committee meeting held on 10.07.2024. PLG/MP/0002/2024/F-1.

Since no observations/comments were received, the minutes of the 3rd Technical Committee held on 10.07.2024 were confirmed as circulated.

Item No. 17/2024

Proposal for allowing access to the Privately Owned Land Parcel bearing Khasra no. 268 Village Shahbad Daulatpur (Sector-26) Rohini from 60.0 mtr wide road through 30.0 mtr wide Green Belt of DDA in terms of the decision of 4th Technical Committee meeting of DDA held on 10.06.2019.
PLG/RZ/0004/2021/PLP/-AD(PLG-ROHINI)

The agenda was presented by Chief Town Planner, MCD and the following was discussed:

a. CTP, MCD informed that the matter has been discussed in the Layout Scrutiny Committee of MCD, and it was desired that the matter with respect to access road to the plot under reference may be taken up with DDA at the first instance.

b. The proposed 30 mt Zonal Development Plan road adjacent to the plot u/r, running perpendicular to the 60 mt ROW road (Bhagwan Mahavir Marg), is not feasible due to non-acquisition of private land parcels and surrounding unauthorized colony.

c. In order to facilitate the access to the plot u/r, road of 18 mt ROW from the plot u/r is proposed by the applicant connecting 60 mt existing Bhagwan Mahavir road. Part of the proposed 18 mt ROW road measuring 531.90 sq mt (18 mt x 29.55 mt.) approx. is passing through green belt (DDA land).

d. The proposed 18 mt access road is being allowed as a part of the already proposed 30 mt Zonal Plan road and accounting for the ground reality. In future for any new development in the adjoining plots, 30 mt. ROW road in the Zonal Development plan can be implemented by making provision of additional 12 mt road from the adjoining land adjacent to this 18 mt road.

In view of above, following was decided:

1. The proposed 18 mt road is part of 30 mt road as per the ZDP/MPD. The roads shown in the ZDP/MPD are indicative and actual alignment is as per feasibility and is implemented on site by the local body/road owning agency, and as such the above proposal is as per the ground reality.

2. The proposal for provision of 18 mt road through green belt (DDA land) was agreed. The cost & modalities for DDA land i.e. 531.90 sq mt approx. or as per the actual area required for providing access as per ZDP, while handing over the possession shall be worked out by the Land Management wing in consultation with Finance Department of DDA. Accordingly, MCD to take up the matter with the Land Management wing of DDA.

Item No. 18/2024

Relaxation of Ground Coverage (GC) For Hotel Plot no.3, Sector-10, City Centre (District Centre) Dwarka, Delhi, facing height restrictions from Airport Authority India (AAI) to achieve additional FAR as per MPD 2021.
HUPW/CADW/0001/2024/COMM/-O/o SR. ARCHITECT(HUPW)-DWARKA ZONE

The agenda was presented by Sr. Architect, Dwarka and it was discussed that the current proposal cannot be linked with the approval granted for the hospitality district by DIAL. The Hotel site is part of a comprehensive scheme prepared by HUPW and the relaxation in ground coverage is being sought due to special circumstances i.e. site falling under air funnel zone thereby restricting the height as permissible under the MPD. After detailed deliberations, the proposal as per para 3.0 of the agenda item was approved w.r.t. relaxation of ground coverage as per MPD – 2021 for Hotel plot no 3, Sector-10, City Centre, Dwarka. However, all other development control norms including parking shall be as per prevailing MPD norms.

Item No. 19/2024

Proposal regarding NOC for alignment of 765KV D/C D/C Sikar-II Narela Transmission line in the Planning Zone N (NW District of Delhi-III) requested by Power Grid Corporation of India Ltd.(PGCIL).
PLG/LP/0001/2024/N/INFR-AD(PLG-LP/ZONE N)

The agenda was presented by Addl. Commissioner (Plg) -I. After detailed deliberations, the Technical Committee approved the proposal for grant of planning permission, subject to the terms and conditions as contained in the proposal. The approval shall be subject to ascertaining by the Land Management Department of DDA that no DDA land is affected due to the above said proposal.

Item No. 20/2024

Modifications in the 'Regulations for setting up of Fuel Stations on Privately owned Lands in NCT of Delhi' dated 08.03.2019.
PLG/MP/0003/2020/F-7/-O/o DY DIRECTOR (PLG)MP AND DC

The agenda was presented by Addl. Commissioner (Plg.) – I. After detailed deliberations, the proposal contained in the agenda item was approved with the following modifications:

1. In clause 3 (iv), the line *"The plot size for such fuel stations will be ....mother station as per requirement).",* be read as *"The plot size for such Fuel Stations shall be as per prevailing Master Plan."*.
2. In clause 3 (vii), the line *"For minor roads having ROW from 6 m up to 30 m - 50 m",* be read as *"For minor roads having ROW from 3 m up to 30 m - 50 m."*

Accordingly, the matter be placed before the Authority for its approval under Section 57 of DD Act, 1957.

Item No. 21/2024

Request regarding Change of Landuse of 4.63 ha railway land from "Transportation' (Circulation-Rail)' to 'Residential' at Shakurbasti, Zone G.
PLG/0013/2022/-AD(PLG-ZONE G)AP-III

The agenda was presented by Member / Planning, RLDA. The issue of requirement of NOC in

view of the close proximity to the Ordinance Depot was deliberated. Officers of RLDA assured that there is no such requirement and pursuant to the discussions in the Technical committee have submitted the documents substantiating the same. A report of the Traffic Impact Assessment has also been submitted.

After detailed deliberations, the proposal for Change of Land Use as contained in the agenda item was approved subject to the examination of the Traffic Impact Assessment (TIA) report for the overall development planned by RLDA on entire railway land in Shakurbasti, Zone G.

Item No. 22/2024

Proposal for Change of Land Use of various land parcels to PSP & Commercial in sector G-2 / G-6, G-3 / G-4 & IFC in Narela Sub-City (Zone P-I).
PLG/MP/0005/2024/F-20/-O/o DIRECTOR (PLG) NARELA PROJECTS - Part (1)

The agenda was presented by Addl. Commissioner (Plg.) - II. After detailed deliberations, the proposal for Change of Land Use as contained in the agenda item was approved and recommended for further processing under Section 11A of DD Act, 1957.

Item No. 23/2024

Clarification regarding the issues related to implementation of Regulations for Enabling the Planned Development of Privately Owned Lands.
PLG/MP/0056/2021/F-15/-O/o DY DIRECTOR (PLG)MP AND DC

The agenda item was presented by Chief Town planner, MCD. The clarity has been sought in view of the decision taken in 6th Technical Committee meeting held on 27.07.2022. After detailed deliberations, the following was decided:

1. The Technical Committee is of the view that as the provisions in the regulations are self-explanatory, there is no requirement of any clarification on the agenda submitted.

2. The references made in respect of the previous discussions taken by TC including the SOP's and guidelines drawn for the Private Land Policy, the same stands superseded by the decision taken in the 7th TC meeting held on 29.09.2022 w.r.t. Item No. 29/2022. It has already been decided that all the provisions of the regulations have to be adhered to in toto.

3. The eligibility criteria for an applicant to be considered under the Private Land Policy (PLP) is to be governed by the regulations dated 04.07.2018 and not as per the notification dated 23.12.2020 reg. fixation of charges.

4. The issue regarding sanctioning of plan for cases where there is existing unauthorized structure on site, is to be seen by the plan sanctioning authority, as per the private land policy and regulations.

5. In cases of approved sanctioned plans where no construction has been done and the building permit of the sanctioned plan has expired, as per para 2.21.1 of UBBL - 2016, the plan sanctioning authority shall accordingly examine the matter as per provisions under UBBL - 2016 and private land policy.

ANNEXURE-I

List of participants of 4th Technical Committee meeting for the year 2024 - 20.12.2024.

DELHI DEVELOPMENT AUTHORITY

1. Vice Chairman, DDA
2. Commissioner (LD), DDA
3. Commissioner (Plg.), DDA
4. Chief Architect, HUPW, DDA
5. Addl. Commr. (Plg.)- I , DDA
6. Addl. Commr. (Plg.)-IV, DDA
7. Addl. Commr. (Plg.)- II, DDA
8. Addl. Chief Architect, VC Office
9. Addl. Chief Architect, Rohini
10. Director (Plg.), Land Pooling
11. Director (Plg), Zone C & G
12. Director (Plg.), MPMR-I
13. Director (Plg.), MPMR-II
14. Director (Plg.), Rohini
15. Director (Plg.), Narela
16. Sr. Architect, Dwarka
17. Dy. Director (Plg.), Rohini

Representatives of the following Organizations have also attended the meeting:

1. Chief Town Planner, MCD
2. Senior Town Planner, MCD
3. TCPO
4. Delhi Fire Services
5. RLDA
6. PGCIL

DRAFT

दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY
NOTIFICATION

New Delhi, _____, 2024

S. O. _____(E) - In exercise of the powers conferred by sub-section (1) of Section 57 of the Delhi Development Act, 1957, and in supersession of the Notification no. S.O. **1244** (E) dt. **08.03.2019**, the Delhi Development Authority, with the previous approval of Central Government, hereby makes the following **modifications to the** Regulations **for setting up of Fuel Stations on Privately owned Lands in National Capital Territory of Delhi.**

These Regulations shall be called "*Regulations for setting up of Fuel Stations on Privately owned Lands in National Capital Territory of Delhi* - **2024**"

1.0 "Fuel stations will be permitted on privately owned lands falling in all use zones of urban areas (including urban extension areas) and in agriculture areas/green belt except on land parcels falling in Zone 'O', Ridge, Regional Park, Reserved Forest areas, developed district/city/community parks, Monument Regulated Zones, unauthorized colonies and disputed land parcels wherein the land acquisition proceedings are pending/matter is sub-judice. However, CNG stations may be permitted in undeveloped recreational areas (with the exception of Ridge/Recreational Park) subject to all statutory clearances".

2.0 An area in respect of which there is no approved Layout Plan, the privately owned land pocket shall be governed by the provisions of the Master Plan / Zonal Development Plan. The same shall be appropriately incorporated in the layout plan as and when prepared by the concerned local body / Authority.

3.0 A Fuel Station located on all eligible land pockets shall be subject to the following norms and buildings standards:

i) It shall be located on Master Plan / Zonal Plan existing / proposed roads of minimum 30-meter right of way (as per Master Plan / PWD / MCD / Revenue records) **or as per prevailing Master Plan**. In case the plot is affected by the proposed road widening, the permission shall be given on the plot area left after leaving the portion of plot required for road widening and subject to fulfilling other requirements / standards.

ii) The use of the premises in the Fuel Stations so sanctioned will be for uses as permissible in prevailing Master Plan for Delhi.

iii) The land between the existing right of way boundary and the property line of the proposed retail outlet will be maintained as green buffer zone. No construction will be allowed in this area except approach roads to the retail outlet site.

iv) The plot size for such Fuel Stations shall be as per prevailing Master Plan.

v) In case of CNG stations, the minimum size of the plot may vary subject to the NOC and norms / standards as prescribed by the Petroleum and Explosives Safety Organisation (PESO) or any other statutory body defined for the same.

vi) In case the plot size is larger than the maximum size prescribed in (iv) above, the development control norms i.e. FAR, Coverage etc. shall be as applicable to the plot size of 33 m x 45 m only. The remaining areas of the plot shall be maintained as open green space.

vii) The minimum distance of plot from the ROW line of road intersections shall be as follows::

a) For minor roads having **R/W from 3m up to** 30m – 50 m
b) For major roads having R/W of 30m or more – 100 m
c) Frontage of the plot should be not less than 30 m

All the dimensions with respect to ascertaining the minimum distance between two Fuel Stations and distance from intersection of all categories of roads are to be measured from the boundary wall of the Fuel Station.
The gap in the Central median shall be treated as Intersection.

viii) To facilitate uniform distribution of the fuel stations, the minimum distance between the two Fuel Stations of **all categories** (i.e. CNG, Petrol, Diesel or any other fuel) should be as follows:

300m – For both divided and undivided carriage way

However this restriction of distance between two Fuel Stations shall not apply in case of ingress /egress for all such fuel stations is provided through common service road having sufficient length.

ix) The permissibility of Electric Vehicle Charging Infrastructure (EVCI) shall be applicable to all categories of fuel stations.

a. EVCI needs to be integrated within all the fuel stations including CNG stations, wherever feasible.
b. Any statutory clearance required for the purpose shall be obtained by the land owner from the concerned agencies.

x) The norms of building standard and minimum setbacks shall be regulated according to the standard design to be approved by the Competent Authority and the Fire and Explosive Safety Agencies.

xi) The general conditions for setting up of Fuel Station shall be in accordance with the norms laid down by prevailing Master Plan of Delhi and also the Ministry of **Road Transport and Highways** and the Indian Roads Congress (IRC: 12-2016) **or as per (v) above. For Fuel stations falling on National Highways within city limits, the IRC Guidelines or any other Orders issued by the NHAI/Govt. of India in this regard shall be followed.**

xii) The use conversion fee / levies as applicable, shall be payable by the applicant as per the rates approved by the Government from time to time.

xiii) The approval of the building plan shall be given by the concerned local body / Authority under whose jurisdiction the area falls, as per laid down procedure in UBBL, 2016 subject to NOC / clearances from all the statutory authorities including the Dy. Commissioner of Police (Licensing), Delhi Fire Service, the concerned local body, DPCC etc.

4.0 Other Conditions:

i. These Regulations are to be read along with the prevailing Master Plan for Delhi (MPD) and Unified Building Bye Laws (UBBL).

ii. All words and expressions used in these Regulations, but not defined shall have the meaning as assigned to them in the Delhi Development Act, 1957 or the MPD prepared and approved under the said Act or the Delhi Municipal Corporation (DMC) Act, 1957 or the UBBL, as the case may be.

iii. In case of conflict, the provisions / stipulations of prevailing MPD shall prevail and these Regulations shall not supersede orders of the Hon'ble Courts, if issued in any specific case.

iv. Any issues relating to the interpretation of these Regulations shall be referred to the Authority for necessary directions and appropriate action.

[F. No._____]
Commissioner-Cum-Secy.

DRAFT AGENDA
Agenda Item No: _____
Proposal for launching of DDA Special Housing Scheme 2025 (e-Auction) for sale of available HIG, MIG & LIG flats in various sought after localities on "as is where is" basis:

BACKGROUND:

1. The disposal of built-up properties of DDA is administered by the DDA (Management and Disposal of Housing Estates) Regulations, 1968 as stands amended vide Amendment Regulations 2023. DDA has been disposing off its built-up Housing Estates through launching of different housing schemes approved by the Authority. Chapter II of the Regulations provides substantive provisions for terms & conditions of disposal of property. As per Regulation 3, these Regulations are to be administered by the Vice Chairman (VC) subject to general guidance and resolutions of the Authority. As per Regulation 5, the disposal of a property shall be effected by either Hire-purchase or sale or in such other manner and subject to such terms and conditions as may be decided by the Authority from time to time.
2. DDA recently launched in the month of August, 2024 the DDA Dwarka Housing Scheme 2024 (e-Auction), Sasta Ghar Housing Scheme 2024 (SGHS2024) & Madhyam Vargiya Housing Scheme 2024 (MVHS2024) through FCFS mode which were approved vide agenda item no 40/2024 (**Annexure A**). In the agenda the authority was apprised that DDA has undertaken an exercise to identify the unsold inventory of DDA which are situated in different scattered locations.

EXAMINATION

3. A reconciliation exercise was undertaken involving the Housing, Engineering, Accounts, and System departments. The Engineering branch is identifying vacant inventory where physical possession has not been taken and the flats remain unoccupied. A zone-wise list was requested from each engineering zone to provide the current status. The Housing branch was responsible for verifying the vacancy status of flats by reviewing individual physical files, property registers, and the AWAAS software. The branch has to ensure that the flats are free from any encumbrances or court cases. The Accounts branch is tasked with checking the payment status associated with these flats, if any, to rule out any encumbrance. Once the Housing, Engineering, and System departments confirm the vacancy status of the flat, the details were forwarded to the Accounts branch for costing of the flats following standard costing policy of DDA and current norms for FY 2024-25. Accordingly, the ongoing exercise resulted in identifying 110 flats (7 HIG, 58 MIG & 45 LIG) in different sought after locations like Vasant Kunj, Dwarka, Rohini, Ashoka Pahari, Jahangirpuri, etc as vacant. Out of these, 38 flats are carried forward vacant inventory remaining unsold in DDA Dwarka Housing Scheme 2024 (e-Auction). A list of these 110 flats has been prepared along with the current cost of the flat as **Annexure I.**
4. DDA has launched Dwarka Housing Scheme 2024 wherein 173 flats were offered and most of the flats got sold out, however, 20 MIG flats at Sector 14, Dwarka and 18 MIG flats at Sector 19B, Dwarka remained unsold. These 38 flats are also being added in the

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proposed scheme.

5. Delhi Development Authority (DDA) holds a significant inventory of these old residential flats, some of which are quite old, with several properties nearing or exceeding 25 years in age. Given the variation in their age, condition, and market relevance, DDA faces a challenge in determining a fair and accurate pricing mechanism. To address this issue and ensure the properties are offered at prices reflective of their true market value, it is proposed to offer these flats through an e-Auction process. The justification for utilizing an auction mechanism to dispose of these flats are summarised below:

5.1 **Current Costing Policy and Its Limitations with regard to old inventory pricing:**

DDA traditionally follows a standardized costing policy for property pricing, where factors such as the current land rate, construction costs, and depreciation are considered. However, this methodology has limitations, particularly when applied to older properties. The flats in question are diverse in terms of age, condition, location, and amenities, which makes the standard costing approach insufficient for accurately reflecting their market value.

- **Land Rate Variability:** Land value in any given area fluctuates over time and is subject to market dynamics, but the standard costing policy may not fully capture such variations.
- **Depreciation Issues:** While depreciation is accounted for, the standard approach may not fully reflect the actual condition or utility of older flats, which may face certain maintenance challenges.

Therefore, the pricing determined through the traditional costing model may not align with current market expectations or demand.

5.2 Benefits of e-Auction for Price Discovery:

e-Auction provides a transparent, market-driven platform for price discovery, where the final sale price is determined by competitive bidding. The key benefits of utilizing an auction mechanism for these flats are as follows:

- **Market-Driven Pricing:** Auctions allow the market to determine the price based on current demand, location-specific desirability, and property condition. This ensures that the flats are priced according to their real-time market value, as opposed to relying on historical cost models.
- **Transparency and Fairness:** The auction process is transparent, and all participants can observe the bidding process, reducing the possibility of manipulation or biased pricing. This ensures a fair and competitive environment for all potential buyers.
- **Maximizing Revenue:** Auctions, by their nature, can create competitive bidding, which could drive up the final sale price, potentially yielding higher revenue for DDA than a fixed pricing model could achieve. This is especially true when the inventory is located in good localities with connectivity and developed infrastructure and auction process captures the values of these externalities.
- **Optimized Disposal:** The e-auction method allows DDA to quickly and efficiently dispose of multiple flats, avoiding long-term holding costs especially in areas with high demand for housing options.

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5.3 **Flexibility in Handling Diverse Flats:**

Given the varying conditions of these flats—some being newer and others being few years old—an auction allows flexibility in how each property is priced. Potential buyers can assess each flat individually and bid accordingly, taking into account factors like:

- **Age and Condition:** Older flats might be less desirable or require significant repairs, and the auction price will reflect the buyer's willingness to pay for such conditions.
- **Location:** Flats in prime locations may attract higher bids, while those in less popular or developing areas may have lower offer prices.

The e-auction process allows for the correct pricing of flats based on their unique characteristics, ensuring both fairness and efficiency.

5.4 **Addressing Depreciation and Value Perception:**

The standard depreciation model may not fully reflect the varying degrees of wear and tear or upgrades in amenities in the locality that some flats may have undergone. Auctions allow buyers to conduct their own due diligence and assess each property's value from their perspective, including the potential for renovation or redevelopment.

- **Depreciation Adjustment:** Through the auction process, buyers can factor in depreciation or the lack thereof when bidding, ensuring they are paying an amount they believe is commensurate with the flat's true value.
- **Buyer's Perception:** Auctions empower buyers to set their own price, providing a more accurate reflection of how the market perceives the value of older or deteriorated properties.

5.5 Conclusion:

Considering the diversity in age, condition, and location of DDA's flat inventory, as well as the limitations of the current costing policy, an e-auction presents the best option for accurate price discovery and maximization of returns. By offering these flats through an auction process, DDA will ensure that they are sold at market-determined prices that reflect their true value in the current real estate landscape.

This approach will also provide potential buyers with a fair, transparent, and competitive platform to bid for properties that suit their individual preferences and requirements. It will further help DDA dispose of its inventory efficiently and in a manner that is aligned with modern property sale practices.

Therefore, it is recommended that DDA proceed with the sale of its old flats via e-Auction.

6. **Reserve Price:**

The reserve price for these flats has been determined in accordance with DDA's standard costing policy and following the norms of PAR/PDR for the current year FY 2024-25, which will be used as base price for e-Auction.

7. **Maintenance Charges:**

With regard to maintenance charges, the same will be levied in the manner as stipulated in the brochure of the relevant scheme in which these flats were initially offered for the first time. For left out MIG flats of e-Auction at Sector 14, Dwarka, the maintenance charges will be governed by the same terms & conditions of Diwali Special Housing Scheme 2023 (e-Auction) (**Annexure-B**). As far as left out MIG flats of Sector Sector 19B, Pkt-3 of Dwarka is concerned, maintenance charges will be administered with the same terms & conditions of DDA Housing Scheme 2021

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(Annexure- C). However, it is clarified that with regard to maintenance of these flats, relevant terms and conditions will be the same as per the scheme in which they were offered for the first time. Further, it is clarified that the reserved price doesn't include maintenance charges and the same shall be included in the demand cum allotment letter in addition to the H1 price.

8. DDA has successfully conducted auctions in Diwali Special Housing Scheme 2023 (e-Auction) & DDA Dwarka Housing Scheme 2024. The terms & conditions of conducting the e-Auction mode will be the same as were in DDA Dwarka Housing Scheme 2024 (**Annexure D**).

PROPOSALS BEFORE AUTHORITY:

9. In view of the above, the following proposals are placed before the Authority for its kind consideration and approval:

i. Launching of DDA Special Housing Scheme 2025 for sale of 110 flats (7 HIG, 58 MIG & 45 LIG) in different sought after localities like Vasant Kunj, Dwarka, Rohini, Ashoka Pahari, Jahangirpuri, etc on "as is where is" basis through mode of **e-Auction.**

ii. Fixing of the reserved price by following the Standard Costing Policy of DDA and as per the current norms of FY 2024-25 placed at **Annexure I.**

iii. Terms and conditions of the scheme will be finalised by VC to be incorporated in the brochure of the scheme.

iv. To authorize Vice Chairman for the following:

a. To offer other such reconciled available vacant inventory of flats in phased manner as & when the inventory is reconciled with the reserved price being the current price and to decide the number of flats to be offered in various phases.

b. VC, DDA be authorized for relaxing the terms & conditions, simplifying the procedures of the scheme to ensure smooth disposal of flats under the scheme

RESOLUTION

The Authority approved the proposal as contained in the Authority agenda.

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ANNX- I

Annexure I

SN	Flat Cat.	Locality	No. of Flats	Approx. Range of Plinth Area of flat (in Sqm.)	Broad Range of Tentative Reserve Price (Rs. In Lakh)
1	HIG	Vasant Kunj at Mahipalpur Road	7	129 to 141.5	177 to 194
2	MIG	Dwarka, Sector 14, Phase II	20	116.27 to 132.35	128 to 147
3	MIG	Dwarka, Sector 19B, Pkt 3	18	119.66 to 129.98	136 to 148
4	MIG	Vasant Kunj at Mahipalpur Road	2	89 to 90	94 to 95
5	MIG	D-6, Vasant Kunj	2	107 to 118	147 to 166
6	MIG	Sector 17, Dwarka	2	68 to 80	71 to 84
7	MIG	Sector 13, Dwarka	1	79.45	83
8	MIG	Sector 10, Dwarka	2	82 to 88.5	85 to 92
9	MIG	Jahangirpuri	10	69 to 100	114 to 139
10	MIG	East of Loni	1	64	57.1
11	LIG	Vasant Kunj at Mahipalpur Road	2	60 to 71.1	52 to 62
12	LIG	East of Loni	2	41.64	29
13	LIG	Zafrabad	1	42.4	29.4
14	LIG	Rohini Sector 16	5	46.8 to 48.4	37.4 to 40
15	LIG	Rohini Sector 20	1	40.67	45.21
16	LIG	Rohini Sector 21	1	43.33	48.3
17	LIG	Sector 23B, Dwarka	3	33.3 to 33.82	28 to 28.51
18	LIG	Ashoka Pahari along Faiz Road	30	44.73	44.4
			110		

ANEX – A

Agenda Item Number:

Sub: DDA HOUSING SCHEME 2024

BACKGROUND

1. The disposal of built-up properties of DDA is administered by the DDA (Management and Disposal of Housing Estates) Regulations, 1968 as stands amended vide Amendment Regulations 2023. DDA has been disposing off its built-up Housing Estates through launching of different housing schemes approved by the Authority. Chapter II of the Regulations provides substantive provisions for terms & conditions of disposal of property. As per Regulation 3, these Regulations are to be administered by Vice Chairman (VC) subject to general guidance and resolutions of Authority. As per Regulation 5, the disposal of a property shall be effected by either Hire-purchase or sale or in such other manner and subject to such terms and conditions as may be decided by the Authority from time to time.

2. DDA is currently having an inventory of around 42,000 flats for disposal at various locations, as follows:

Location	EHS	EWS	JANTA	LIG	MIG	HIG+	Total
NARELA	164	5800	39	28518	2439	1187	**38147***
ROHINI	102		237	788	51	20	**1198**
LOKNAYAK PURAM	0	147	-	304	640	0	**1091**
SIRASPUR	0	-	-	732	-	0	**732**
DWARKA	60	389	20	3	151	96	**719**
RAMGARH COLONY	0	-	-	188	-	0	**188**
JASOLA	0	-	3	-	-	89	**92**
Other Locations	115	-	98	67	23	75	**378**
TOTAL	**441**	**6336**	**397**	**30600**	**3304**	**1467**	**42,545**
*** 90% of the available inventory is in Narela.**							

3. Till 2010, most of the flats offered under various housing schemes of DDA were disposed off as they were situated in places like Vasant Kunj, Dwarka, Mukherjee Nagar, and Pitampura where demand outstripped supply. Thereafter, since these areas had reached saturation in terms of utilization of most of residential plots, DDA as a strategy of urban expansion had adopted the policy of developing the peripheral areas by way of establishing sub cities like Dwarka, Rohini and Narela endowed with all urban civic and modern facilities along with necessary infrastructure development to de-congest the city as well as to adequately meet the growing demands for affordable housing from the low income segments of society. This was also done in order for gradual de-slummification by providing affordable freehold properties with urban facilities. In

this backdrop low cost housing pockets were established in places like Narela, Rohini, Siraspur, and Loknayakpuram. As evident from the above chart, more than 90% of such dwelling units is located in Narela.

4. Diwali Special Housing Scheme 2023, approved by the Authority under agenda item 39/2023 (**Annexure- I**), had offered the available flats to general public through two modes, i.e. e-Auction and FCFS. The flats of MIG and above category in Dwarka sector 19B and sector 14 and Loknayakpuram were offered through e-Auction, while all flats in Narela, as well as EWS and LIG category flats of all locations, were offered through FCFS mode. The e-Auction received a great response for Dwarka where more than 93% of the inventory on offer was sold out. With regard to flats offered under FCFS most of which were located in Narela, 11% of the flats have been disposed off so far. It may further be stated that compared to "draw of lots" as a mode of disposal, the "FCFS" mode has seen better responses and acceptability among public as it allows interested people to choose a flat according to their preferences.

5. A number of steps have been taken by DDA particularly in Narela to improve the infrastructure & connectivity of these areas for overall development of the sub-city. Further, DMRC proposal to connect the Narela region with the Metro is in its final stages, which may significantly boost the connectivity of the region. The key initiatives taken in recent past include infrastructure development in Narela including construction of UER-I & II, Parks, Community halls, and other public amenities like shops/provision stores, police stations, and improvements in transport through DTC bus services and security, bulk allotment to Govt. agencies. Further, Narela is also being developed as an educational hub, with substantial land parcels and flats being allocated to various Govt. Universities for setting up their campus. Public awareness about Narela as a good & beautiful locality for residential purpose has also been spread through aggressive advertising & publicity. All these steps in near future may lead to a domino effect and result in optimally populating the Narela sub-city.

6. It is proposed that for disposing the large number of available inventories with DDA at a faster pace by bridging the demand-supply gap, aggressive marketing coupled with innovative incentive-based schemes and suitable mode of disposal in tune with current market reality based on trend analysis and reality assessment would be duly carried out. The following modes are proposed for disposal of existing inventory depending on their locality, price, demand, etc for the Authority's kind consideration. Details thereof have been further discussed in respective heads in the subsequent paragraphs.

I. **DDA Dwarka Housing Scheme 2024**: Proposes disposing of the left-out flats of Dwarka, Sector 14, 16B, 19B (Golf view and the other one at pkt 3) through e-Auction mode.

II. **DDA Sasta Ghar Housing Scheme 2024**: Offering LIG Flats at discounted price at Ramgarh Colony, Siraspur, Loknayakpuram, Rohini & Narela through FCFS mode.

III. **DDA General Housing Scheme 2024**: Re-launching unsold flats from Diwali 2023 (FCFS) besides the flat listed at (II) above under new name as DDA General Housing Scheme 2024 through FCFS mode at old prices i.e. price prevailing in Diwali 2023 (FCFS).

8. **DDA Dwarka Housing Scheme 2024**:

Proposal for disposing off left-out flats of Dwarka, namely:

- Sector 19B, Dwarka, Phase-II (Golf View) & Sector 14, Dwarka of the **Diwali Special Housing Scheme 2023 (e-Auction)**
- MIG flats at Sector 16B, Dwarka and 19B (Pkt 3), Dwarka offered in the **Housing Scheme 2021**.

a. Out of the total number of 1446 flats offered in various categories in Sector 19B & 14, Dwarka, 103 flats were left after the last Phase of the Auction of Diwali Special Housing Scheme 2023 (e-Auction) and the same is being proposed to be offered under this vertical. The details after Phase III of the e-Auction are summarised below:

Sno	Category	Location	Total flats in e-Auction Scheme	Flat sold	Available Inventory
1	MIG	Sector 14, Dwarka	132	35	97
2	HIG	Sector 19B, Dwarka	123	117	6
3	Penthouse	Sector 19B, Dwarka	2	2	0
	TOTAL		**257**	**154**	**103**

b) These 103 unsold flats consist of 97 MIG flats in Dwarka, Sector 14, and 6 HIG flats in Sector 19B, Dwarka. **Additionally, there are 1 Penthouse, 4 Super HIG, and 15 HIG flats in Sector 19B, Dwarka, and 1 MIG in Sector 14, Dwarka for which payment has not been received within stipulated time period as per the scheme's terms and conditions**. These flats have been cancelled and their EMDs have also been forfeited as per the terms & conditions of the scheme brochure. These flats are also available for disposal & it is proposed to include the same under this mode of disposal.

c) Considering the fact that 93% of the flats at Dwarka offered under e-Auction in Diwali Special Housing Scheme 2023 (e-Auction), were sold wherein DDA received a premium of Rs 381 Crore, it is evident that there is substantial demand for DDA flats in Dwarka and therefore it makes sense to adopt e-Auction as a mode of disposal for these flats to maximise revenues of DDA.

d) **In addition, 49 MIG flats are also available in Sector 16B & 19B, Pkt 3, Dwarka out of 700 flats offered for the first time in Housing Scheme 2021**. These flats being in Dwarka are also likely to have much demand and therefore need to be included under this mode of e-Auction in the scheme.

e) The reserve price for these flats has been determined in accordance with DDA's standard costing policy.

g) Left out flats of e-Auction at Sector 19B and Sector 14, Dwarka as mentioned above to be put up for disposal in the housing scheme with the same terms & conditions of Diwali Special Housing Scheme 2023 (e-Auction) (**Annexure-II**). Left out MIG flats of Sector 16B (MIG) and Sector 19B, Pkt-3 of Dwarka are also to be put up for disposal through e-Auction with the same terms & conditions of Diwali Special Housing Scheme 2023 (e-Auction). However, with regard to maintenance of these flats, relevant terms and conditions will be same as per the scheme conditions of Housing Scheme 2021 (**Annexure-III**) when these flats were offered for the first time.

h) The table summarising the flats to be offered in DDA Dwarka Housing Scheme 2024 is given below:

DDA Dwarka Housing Scheme 2024: Details of Flats and Tentative Reserved Price				
S.No.	Locality	No. of Flats	Approx. Range of Plinth Area of flat (in Sqm.)	Broad Range of Tentative Reserve Price (Rs. In Lakh)
Penthouse				
1	Dwarka, Sector 19B, Phase-II (Penthouse)	1	424.767	519
Super HIG				
2	Dwarka, Sector 19B, Phase-II (Super HIG)	4	211.657	259
HIG				
3	Dwarka, Sector 19B, Phase-II	21	171.5 to 186.09	210 to 228
MIG				
4	Dwarka, Sector 14, Phase II	98	116.27 to 132.35	128 to 147
5	Dwarka, Sector 16B, Pkt II	14	120.35 to 132.77	134 to 148
6	Dwarka, Sector 19B, Pkt 3	35	119.66 to 129.98	136 to 148
	TOTAL	**173**		

9. **DDA Sasta Ghar Housing Scheme 2024 (□□□□□ □□□□□ □□ □□□□□ □□□□ 2024)**

This scheme is designed to meet the housing needs of middle- and low-income strata of society to own an affordable house in Delhi by offering discounts on flats in localities that have not generated a strong response in the past. The localities included are Ramgarh Colony, Siraspur, Loknayakpuram, Rohini, and Narela. It is important to note that the prices of these flats have been kept at the level of 2014 (except for Narela Pocket 4,5 of Sector G7/G8 whose price have been kept at the level of 2019) to generate demand for these flats. Analysis in the following paragraphs explains why offering these flats at a discounted price is more advantageous for DDA than holding onto the inventory apart from fulfilling its social commitment of affordable housing for all.

9.1 Analysis of Maintenance & Capital Locked in Inventory

Since 2014, DDA has completed construction of a significant number of housing projects in different areas. Despite offering these flats in a number of housing schemes, a considerable number of these units still remain unsold. This proposal outlines the urgent need for a strategic re-appraisal of price in view of market response & empirical data to address the financial burden of ongoing maintenance costs and the impact of locked-up capital, while also improving market competitiveness and sales performance.

9.2 Current Situation

As on date, DDA has around 42000 unsold dwelling units. The non disposal of such substantial inventory is causing several financial and operational challenges as follows:

1. **Maintenance Costs:** For maintaining vacant properties, DDA has to incur maintenance expenses running into crores including utilities, landscaping, cleaning, and security. For example, the

maintenance expenditure for last 3 years in Pocket 3, 4 & 5 of Sector G7/G8 Narela is of **Rs. 8.20 Crore** (**Annexure-IV**).

2. **Locked-Up Capital:** Significant capital is tied up in unsold inventory, limiting our financial flexibility in terms of liquidity thereby restricting our ability to invest in new opportunities. An analysis of notional loss in terms of interest on the locked-up capital in such projects has been done in paragraph at 9.10.2.

3. **Market Conditions:** Changes in market demand and economic conditions have affected our ability to sell these units at the current pricing. An analysis with the facts & figures has been done in subsequent paragraphs.

9.3 Siraspur

9.3.1 Introduction: Siraspur LIG flats were completed in 2014 and were offered for first time in Housing Scheme 2014. Out of the left-out flats of 747, 126 flats in Pockets A1 & C2 of Siraspur were offered in First Come First Serve (FCFS) Ph. IV Housing Scheme 2023. The plinth area of these flats is 35.76 – 36.39 sqm. and the tentative disposal cost was Rs. 17.41-17.71 lakhs.

9.3.2. As on last day of FCFS Ph. IV Scheme (i.e. 28.11.2023), only 19 flats could be sold out of 126 flats on offer initially. Authority in its meeting on 15.11.2023 had approved the continuation of FCFS Ph. IV 2023 Scheme side by side with Diwali Special Housing Scheme (FCFS). Remaining 107 no. of LIG flats at Siraspur were put on offer under FCFS vertical of Diwali Special Housing scheme 2023 from 14.03.2024 onwards, however only 2 flats were sold till 31.03.2024.

9.3.3. Later, these flats were continued to be on offer in FY 2024-25 at the same rates of FY 2023-24. However, despite maintaining the price at the same level of earlier financial year, no flats have been booked so far (i.e., as on 28.06.2024).

9.3.4. In a recent study performed by a Real Estate Advisor, M/s Anarock (**Annexure-V**), Anarock had advised that since as against the disposal price of Rs.4722/- per sq feet, similar flats in near vicinity are available at rates which vary in the average range between Rs.3000-4000 per sq ft and therefore necessary price corrections be made to make these flats competitive.

9.3.5. In view of the above, it is proposed to offer a discount on disposal price of these LIG flats to generate adequate demand for these flats, early realization of substantial capital of DDA which is currently blocked leading to high opportunity cost of our capital, avoidance of depreciation, requiring substantial repair & maintenance expenditure and resultant benefits to DDA by way of optimal utilization of infrastructural and community facilities. Such discounts will not lead to loss for DDA but result in net gain in terms of early realization of capital already spent, avoidance of regular/periodic repair and maintenance, wear and tear of the stock due to depreciation, etc.

9.3.6 Proposal:

Considering the demand-supply gap with regard to LIG flats in Siraspur, *we may offer these flats at 15% discount on the price on which it was offered in First Come First Serve (FCFS) Ph. IV Housing Scheme 2023 which will bring the cost of these flats within the competitive range of Rs. 15 lakhs.* The discounted inventory is proposed to be offered under "DDA Sasta Ghar Housing Scheme 2024".

9.4 LOKNAYAKPURAM

9.4.1. Introduction: LIG flats at Loknayakpuram were constructed in 2006. The left out 140 flats were offered in FCFS Phase IV in 2023. The plinth area of these flats is 42 – 44.46 sqm and the tentative disposal cost was Rs. 26.98-28.47 lakhs.

9.4.2. As on last day of FCFS Ph. IV Scheme (i.e. 28.11.2023), only 51 flats could be sold out of 140 flats on offer. Authority in its meeting on 15.11.2023 had approved the continuation of FCFS Ph. IV 2023 Scheme side by side with Diwali Special Housing Scheme (FCFS). Since the FCFS Ph. IV 2023 was in operation till 28.11.2023, the remaining 89 no. of LIG flats at Loknayakpuram were put on offer under FCFS vertical of Diwali Special Housing scheme 2023 from 14.03.2024 onwards. Later, the flats were continued to be on offer in FY 2024-25 at the same rates of FY 2023-24. However, despite maintaining the price at the same level of earlier financial year, only one flat has been booked so far (i.e., as on 28.06.2024).

9.4.3. Analysis: In a recent study performed by a Real Estate Advisor, M/s Anarock **(Annexure-VI)**, it has advised that since as against the disposal price of Rs. 6364/- per sq ft, similar flats in the vicinity are available at Rs. 5000/- per sq ft, a price correction in the form of discount of 5-10% may be offered on these flats to make them competitive.

9.4.4. In view of the above, it is proposed to offer these LIG flats at a discounted price @ 10% on the price last offered in Diwali FCFS 2023 to generate adequate demand for these flats, early realization of substantial capital of DDA which is currently blocked leading to high opportunity cost of our capital, avoidance of depreciation, requiring substantial repair & maintenance expenditure and resultant benefits to DDA by way of optimal utilization of infrastructural and community facilities. Such discounts will not lead to loss for DDA but result in net gain in terms of early realization of capital already spent, avoidance of regular/periodic repair and maintenance, wear and tear of the stock due to depreciation, etc.

9.4.5. Proposal:

Considering the demand-supply gap vis-a-vis the LIG flats in Loknayakpuram , ***we may offer these flats at a discount @10% on the price quoted in the running Diwali FCFS Housing Scheme 2023,*** *which will bring the cost of these flats to the competitive range of Rs. 25 lakhs.* The discounted inventory is proposed to be offered under "DDA Sasta Ghar Housing Scheme 2024".

9.5. Rohini (Sector 34 & 35)

9.5.1 Introduction: LIG flats at Rohini Sector 34 & 35 were constructed in 2014. 1516 no. of left out flats at Rohini Sector 34 and 188 flats in Sector 35 were offered in First Come First Serve (FCFS) Ph. IV Housing Scheme 2023. The plinth area of these flats is 33.3 – 33.8 sq.m. and the tentative disposal cost is Rs. 14.1-14.24 lakhs. Out of these flats on offer, 706 and 160 no. of flats were sold in Sector-34 & Sector-35, Rohini respectively. Therefore, out of a total of 1704 no. of LIG flats put on offer in Sector-34 & 35, Rohini, a total of 866 no. of flats were booked (i.e. appx. 51%) by general public which indicates a satisfactory response to these flats.

9.5.2. The remaining 838 no. of LIG flats at Sector-34 & 35, Rohini were put on offer under FCFS vertical of Diwali Special Housing scheme 2023 from 14.03.2024 onwards. Later, the flats were continued to be on offer in FY 2024-25 at the same rates of FY 2023-24.

9.5.3. However, despite maintaining the price at the same level of earlier financial year, only 113 flats out of 838 on offer have been booked so far (as on 02.08.2024), i.e. a sale of 13.5 % has been achieved.

9.5.4. Analysis: An analysis of the flats offered and bookings made for LIG flats in Sector-34 & 35, Rohini in Diwali Special Housing Scheme (FCFS) indicates the following (as on 07.07.2024):

Sr. No.	Location	No. of flats on offer (floor-wise)		Flats sold	Flats unsold
1.	Sector-34, Rohini	Ground floor	2	2	0
		1st floor	15	15	0
		2nd floor	179	56	123 (69%)
		3rd floor	299	9	290 (97%)
		4th floor	307	10	297 (97%)
	Total		**802**	**92**	**710(88%)**
2.	Sector-35, Rohini	Ground floor	2	2	0
		1st floor	0	0	0
		2nd floor	0	0	0
		3rd floor	1	1	0
		4th floor	21	5	16 (76%)
	Total		**24**	**8**	**16 (67%)**
	Grand Total		**826**	**100**	**726(88%)**

9.5.5. The above data clearly indicates that there is substantial demand-supply gap for flats at higher floors, especially 3rd and 4th floors, where the % of booking is extremely low. It is pertinent to mention here that these are **G+4 structures without any provision of lifts**. Therefore, while the flats at ground floor and first floor got completely sold out, flats at 2nd floor have been sold in good numbers, and there is poor demand of flats at 3rd and 4th floors.

9.5.6. In a recent study performed by a Real Estate Advisor, M/s Anarock **(Annexure VII),** absence of lifts has been cited as one of the reasons for poor sale of flats in Sector-34 & 35, Rohini, especially on upper floors. In order to further improve the sales, M/s Anarock has suggested that a **special discount of 10% - 15%** can be provided on the units on the upper floors as lifts are not available.

9.5.7. In view of the above, it is proposed to offer a discount of 10% and 15% on disposal price of 3rd floor and 4th floor flats respectively to generate adequate demand for these flats, early realization of substantial capital of DDA which is currently blocked leading to high opportunity cost of our capital, avoidance of depreciation, requiring substantial repair & maintenance expenditure and resultant benefits to DDA by way of optimal utilization of infrastructural and community facilities. Such discounts will not lead to loss for DDA but result in net gain in terms of early realization of capital already spent, avoidance of regular/periodic repair and maintenance, wear and tear of the stock due to depreciation, etc. After discount, the tentative price of flats would come around Rs. 12.7 lakhs and Rs. 12 lakhs for 3rd floor and 4th floor flats respectively. It may further be clarified that the left out flats in other floors would be offered under "DDA Sasta Ghar Housing Scheme" with the same disposal price as the ongoing Diwali FCFS.

9.5.8. Proposal:

Considering the demand-supply gap vis-a-vis the LIG flats in Sector-34 & 35, Rohini positioned at 3rd and 4th floors,, *we may offer these flats at a* ***discount of 10% for flats on 3rd floor and 15% for flats on 4th floor on the price quoted in the running Diwali FCFS Housing Scheme 2023.*** The discounted inventory is proposed to be offered under "DDA Sasta Ghar Housing Scheme 2024". The flats available in 1st & 2nd

floor would also be offered under DDA Sasta Ghar Housing Scheme 2024 at the same price at which they were being offered in Diwali 2023 (FCFS).

9.6. Ramgarh Colony:

These flats were added in Diwali Special Housing Scheme 2023 (FCFS) vide circular dated 09.03.2024, after the Authority vide agenda item no. 12/2024 approved the proposal to offer the LIG flats at Ramgarh Colony flats at a **discount of 15%** on the price last offered. Out of the 211 flats on offer only 28 flats have been sold till date. However, as discount on these flats have already been offered recently, the left-out flats of the Diwali (FCFS) can be continued with the same discount of 15% & the inventory may be disposed off under "DDA Sasta Ghar Housing Scheme 2024". Details of these flats are tabulated below:

Category	Locality	No of Flats	Approx. Range of Plinth Area of flat (in Sqm.)	Approx. Range of Disposal Cost (Rs. In Lakh)	
				Without Discount	With 15% Discount
LIG (1 BHK)	Ramgarh Colony	184	31.90 to 35.34	15.3 to 16.9	13.1 to 14.5

9.7. Narela (Pocket 2, Sector G2/G6 and Pocket 3, G7/G8, Pocket 4&5, Sector G7/G8)

9.7.1. Introduction: In the FCFS Phase IV scheme, 505 LIG flats in Pocket 2, Sector G2/G6 Narela,1224 LIG flats in Pocket 3, Sector G7/G8 Narela, 6130 LIG flats in Pocket 4 & 5, Sector G7/G8 Narela were offered. The plinth area of the flats was 33.3 – 33.8 sq.m. in Pocket 2, Sector G2/G6 and Pocket 3, Sector G8, with a tentative disposal cost of Rs. 14.1-14.24 lakhs and 49.9 sq.m. in Pocket 4 & 5, Sector G7/G8, with a tentative disposal cost of Rs. 24 lakhs. Under the FCFS phase IV, only 25 flats in Pocket 2, Sector G2; 18 flats in Pocket 3, Sector G8; and 50 flats in Pocket 4 & 5, Sector G7/G8 were sold.

9.7.2 Analysis:

a. An analysis of the **LIG** flats offered and remaining unsold is given below:

SN	Locality	Project Launch	Total Inventory in Project	Unsold Inventory as on date	% Unsold
1.	**Narela [G2 Pkt2]**	2014	2156	482	22.3
2.	**Narela G8 Pkt 3**	2014	4266	1208	28.3
3.	**Narela [G7/8 pkt 4)**	2019	3867	3264	84.5
4.	**Narela [G7/8 pkt 5)**	2019	4297	4048	94.2

b. The data clearly indicates a limited demand for these flats despite being offered through multiple schemes as under:

- **Flats in Pocket 2, Sector G2, and Pocket 3, Sector G7/8**: These flats were included in Housing Schemes (HS) 2014, HS 2017, ONHS 2019, SHS 2021, and FCFS Phase IV.
- **Flats in Pocket 4 & 5, Sector G7/G8**: These flats were offered in HS 2019, SHS 2021, FCFS 2022, and FCFS Phase IV.

9.7.3. In a recent study performed by M/s Anarock (**Annexure VIII**), Anarock had suggested that a **special discount on these flats and aggressive marketing strategies need to be adopted to bridge the demand-supply gap vis-a-vis these flats.**

9.7.4. In view of the above, it is proposed to offer a discount of @15% on last offered price of these LIG flats to generate adequate demand for these flats, early realization of substantial capital of DDA which is currently blocked leading to high opportunity cost of our capital, avoidance of depreciation, requiring substantial repair & maintenance expenditure and resultant benefits to DDA by way of optimal utilization of infrastructural and community facilities. Such discounts will not lead to loss for DDA but result in net gain in terms of early realization of capital already spent, avoidance of regular/periodic repair and maintenance, wear and tear of the stock due to depreciation, etc.

9.7.5. Proposal:

Considering the demand-supply gap vis-a-vis the LIG flats in in Pocket 2, Sector G2, and Pocket 3, Sector G7/8 and Pocket 4 & 5, Sector G7/G8, *we may offer these flats at a discount of **15%** on the price quoted in the FCFS Phase IV 2023* . The discounted inventory is proposed to be offered under "DDA Sasta Ghar Housing Scheme 2024".

9.8 Narela, Pocket 1,3, 4, 5, 6, Sector G2 and pocket 6, 7, 11, Sector G7/G8

Authority vide minutes of meeting dated 15.11.2023 of agenda item no. 39/2023 (**Annexure I**) approved the discount of 10 % in LIG flats at **Narela, Poc**ket 1,3, 4, 5, 6, Sector G2 and pocket 6, 7, 11, Sector G7/G8 for disposal in FCFS mode in Diwali Special Housing Scheme 2023. The details of these flats are as under:

Details of Flats, Tentative Price and Locality Codes				
Locality	**No. of Flats**	**Approx. Range of Plinth Area of flat**	**Broad Range of Tentative Disposal Price (in Rs. lakhs)**	**Disposal Price after 10% discount (in Rs. lakhs)**
Narela ,Pocket 1,3,4,5,6 Sector G2	7719	49.9	23.17 to 23.25	20.90 to 21
Narela, Pocket 6,7,11 Sector G7	11752	49.9	28	25.2
Grand Total	19471			

Out of the total inventory offered of 19680, only 209 flats have been sold so far and 19471 flats are left out to be offered. It is proposed that **we may continue to offer 10% discount on these flats at the 2023-24 price and place them for disposal under DDA Sasta Ghar Housing Scheme 2024 at the same price as in Diwali Special Housing Scheme 2023 in FCFS mode.**

Similarly, EWS flats in these pockets of Narela were offered for the first time in Diwali Special Housing Scheme 2023 (FCFS). These flats have an average plinth area of 34 to 35 sqm and the tentative disposal price range is Rs. 11.5 to 14 lakhs. Out of the offered flats of 4276, a total of 312 flats have been sold out so far. Therefore, there is availability of 3964 EWS flats in these pockets for disposal. It is proposed to offer these flats under DDA Sasta Ghar Housing Scheme 2024 at the same price at which it was offered in Diwali 2023 (FCFS).

9.9 **Summary of flats offered under DDA Sasta Ghar Housing Scheme 2024**

The summary of locality, type of flats, discount offered and disposal price is given in the following table:

SN	Locality	Flat Category	Project Launch	Total Inventory in Project	Unsold Inventory as on date being offered	Appx. Plinth area (sqm)	Tentative Price (Rs. In Lakh)	Price in Rs. Lakhs after proposed discount (discount in %)
1	Siraspur	LIG	2014	2840	700	35.76 to 36.39	17.41-17.71	14.8 to 15.1 (15%)
2	Loknayakpuram	LIG	2006	2840	130	42 to 44.46	26.98-28.47	24.3 to 25.6 (10%)
3	Ramgarh	LIG	2017	268	184	31.90 to 35.34	15.3 to 16.9	13.1 to 14.5 (15%)
4	Narela [G2 Pkt2]	LIG	2014	2156	482	33 to 34	14 to 14.1	11.9 to 12 (15%)
5	Narela [G8 Pkt 3]	LIG	2014	4266	1208	33 to 34	14 to 14.1	11.9 to 12 (15%)
6	Narela [G7/8 Pkt 4)	LIG	2019	3867	3264	49.9	23.19	19.7 (15%)
7	Narela [G7/8 Pkt 5]	LIG	2019	4297	4048	49.9	23.19	19.7 (15%)
8	Narela ,Pocket 1,3,4,5,6 Sector G2	LIG	2023	7913	7719	49.9	23.17 to 23.25	20.90 to 21 (10%)
9	Narela, Pocket 6,7,11 Sector G7	LIG	2023	11767	11752	49.9	28	25.2 (10%)
10	Rohini Sector 34 & 35 (3rd and 4th floor)	LIG	2014	8612	603	33 to 34	14.1 to 14.4 lakh	12.7 to 13 (3rd Floor @10%) 12 to 12.3 (4th Floor @15%)
11	Rohini Sector 34 & 35 (1st and 2nd floor)				123	33 to 34	14.1 to 14.4 lakh	14.1 to 14.4 lakh

12	**Narela ,Pocket 1,3,4,5,6 Sector G2 (EWS)**	**EWS**	2023	1696	1384	34 to 35.1	11.54 to 11.67	11.54 to 11.67
13	**Narela, Pocket 6,7,11 Sector G7 (EWS)**	**EWS**	2023	2580	2580	34 to 35.1	14	14
	Grand total				34,177			

9.10 Justification giving illustrative examples of all pockets where discount is being offered vis-à-vis basic cost incurred (i.e. cost of construction & land) & notional loss on locked-up capital in the inventory:

9.10.1 **Narela** (Pkt 4,5 of Sector G7/G8) (Example)

Construction cost	Grid Charges	Departmental Charges on 3 &4	Intt. During Const. Period on 3, 4 & 5	OTM (Civil) on 3,4 & 5	OTM (Electrical)	GST on OTM	Land Cost	Total Disposal Cost
1262221	22904	192769	295579	73895	66700	25307.1	379465	2318840

The costing of a flat has following parameters:

a. Construction Cost

b. Grid Charges

c. Departmental Charges

d. Interest During Construction

e. OTM Civil & Electrical

f. Land Cost.

Even if DDA offers these flats at a discount of 15%, DDA still would recover more than the bare minimum cost incurred on construction cost plus land cost. In this particular flat, against the disposal price of Rs. 23.18 lakhs, a discount of 15% would result in the disposal price of Rs. 19.7 lakhs which exceeds the land cost plus construction cost (16.4 lakhs) by Rs. 3.3 Lakhs. Therefore, such a discount would take care of recovery of the basic cost incurred by DDA as well as quick disposal of old inventory and early realisation of capital locked in this project.

If we consider the above bare minimum cost of Rs. 16.4 lakhs per flat, it also reflects that for 7312 inventory at Pkt 4,5 of Sector G7/G8 built in 2019, almost around Rs. 1200 Crore is locked up for 5 years. If we consider a nominal average interest of 6% on this capital, the average notional loss on real value of money in this past 5 years would be Rs. 360 Crore indicating the fact that offering 15% discount in view of the foregoing discussion is a sound and prudent economic decision.

9.10.2. A similar analysis for all the locations for DDA Sasta Ghar Housing Scheme 2024 has been done which is summarised as below where discount is being proposed:

Location	Year Built	Inventory	Original Disposal Cost (Rs. Lakhs)	Discount (%)	Discounted Disposal Cost (Rs. Lakhs)	Land Cost + Construction Cost (Rs. Lakhs)	Excess Over Cost (Rs. Lakhs)	Capital Locked (Rs. Crore)	Average Notional Loss (Rs. Crore)
Pkt 4,5, Sector G7/G8	2019	7312	23.18	15%	19.7	16.4	3.3	1200	360
Siraspur	2014	700	17.7	15%	15.1	13.24	1.86	93	55.8
Rohini	2014	700	14.4	10% (3rd floor) & 15% (4th floor)	13 (3rd) & 12.3 (4th)	10.7	1.6	75	45
Loknayakpuram	2006	130	28.46	10%	25.6	25.1	0.5	32.63	35
Narela Pkt 2, G2 & Pkt 3, G7	2014	1690	13.92	15%	11.83	10.39	1.44	175	100
						TOTAL		**1575.63**	**595.8**

9.11 Justification for Price Reduction: In view of the above analysis the discount offered appears justified on following grounds:

1. **Reduction in Maintenance Costs:**
    - Ongoing maintenance of vacant properties results in considerable costs. Lowering prices to sell these properties more quickly will reduce the number of units that require maintenance and decrease associated expenses.
2. **Liberation of Locked-Up Capital:**
    - High levels of unsold inventory tie up substantial capital that could otherwise be invested in new projects or operational improvements. Reducing prices will facilitate quicker sales, thereby freeing up capital and enhancing financial flexibility.
3. **Enhanced Market Competitiveness:**
    - The current pricing may not align with market trends or competing properties. Adjusting our prices will improve our competitive position, making our units more attractive to potential buyers.
4. **Increased Sales Velocity:**

- A price reduction is likely to accelerate sales, reduce the time properties remain on the market, and mitigate holding costs associated with unsold units. This will also lead to a quicker turnover and reduced vacancy rates.

5. **Strategic Financial Management:**

   - By addressing unsold inventory through strategic price adjustments, we can improve cash flow, reduce maintenance costs, and better manage lock-up capital, thereby strengthening our financial stability and operational efficiency.

9.12 Conclusion

The above analysis and justification amply substantiates the fact that by offering these flats at such discounted price, DDA would not only recover more than the basic cost incurred on these flats (i.e. cost of land and construction) but also reduce maintenance cost and avoid loss on value of money and faster disposal would also have a cascading positive impact in terms of enhanced demand for our inventory plus enabling us to meet our commitment of affordable housing for all.

10. DDA General Housing Scheme 2024:

With regard to the ongoing scheme of Diwali 2023 (FCFS), there is demand-supply gap in terms of response. Hence there is an urgent need to aggressively market these inventories by employing various innovative marketing and sales promotion strategies and re-launching these inventories by re-christening it as "DDA General Housing Scheme 2024" through FCFS mode at old prices at which they were offered in Diwali Special Housing Scheme 2023.

Further, the discount offered vide circular M/339/0001/2023/-MIG(H) dated 09.03.2024 in MIG flats in Pocket 1A,1B,1C will continue i.e. 15% for public and 25% for Government departments.

Scattered allotment in housing projects with substantial inventory and limited allocation may lead to increased maintenance costs, security issues, decreased community engagement, reduced property value, operational challenges, psychological impact on residents, and financial strain on residents due to enhanced shared cost on amenities.

Therefore, it is proposed to roll out these flats in a phased manner in which flats in a locality will be offered tower-wise once substantial inventory is sold out, then other towers will be opened subsequently.

By avoiding scattered allotment and adopting a phased approach to occupancy, along with cost efficiency, a safer, more vibrant, and economically viable housing environment can also be ensured.

The details of inventories to be offered under **DDA General Housing Scheme 2024** is tabulated as below:

SN	Locality	Cat	No of Flats (Appx.)	Appx Plinth area (sqm)	Tentative Price (Rs. In Lakh)	Price in Rs. Lakhs after discount wherever available
1	Narela, Pkt 3,4,7,14 Sector A1-A4	EWS	1087	61 to 66.4	32 to 35	32 to 35
2	Narela Pkt 3,4,7,14 Sector A1-A4	MIG	1973	118 to 141	108 to 122	108 to 122
3	Narela (Discount Govt) Pkt 1A, 1B,1C Sector A1-A4	MIG	420	112 to 114	100 to 101	*85 to 87 (**15 %** Discount for general public)*

						*75 to 77 (**25%** Discount for Govt. Employees)*
4	Narela Pkt 3,4,7,14 Sector A1-A4	HIG	1182	160 to 186	140 to 173	140 to 173
5	Loknayakpuram	EWS	140	55 to 61	29 to 32	29 to 32
6	Loknayakpuram	MIG	640	134 to 141	118 to 123	118 to 123
7	Jasola	HIG	89	162 to 177	208 to 218	208 to 218
		TOTAL	**5531**			

10.1 **Proposal:** As most of these are relatively new and better inventory vis-à-vis inventory in DDA Sasta Ghar Schemes,2024, these may be continued to be offered without any change in last offered price albeit with more aggressive marketing and wide information dissemination.

11. **Left out flats in scattered locations:**

As far as the left-out flats (378 in number as per AWAAS) (**Annexure S**) situated in different scattered locations are concerned, detailed reconciliation exercise is in progress in coordination with different departments to ascertain their vacancy status.

Proposal: It is proposed that these left out flats as well as any other flats which are found vacant after due reconciliation exercise will be offered either under e-Auction or FCFS mode depending on their locality and demand at current costing in different tranches and the terms & conditions for the scheme may be decided by the committee headed by VC as detailed in para 14 (F) of the draft agenda.

12. CHANGING MARKET SCENARIO & NEED FOR CHANGE MANAGEMENT

In the changing realm of real estate market, it's the high time for DDA to reorient itself and march parallel to the other competing agencies in marketing strategy. It is envisaged that to adequately publicize these schemes, DDA needs to adopt aggressive marketing steps and publish newspaper ads, social media ads and engage promo agents, appointing brand ambassadors and making small promo videos, directly reaching to the target customers through bulk messaging and chatbot/WhatsApp, making more informative videos and its wide circulation, radio/metro advertising, billboards and hoardings at prominent locations, nukkad natak, etc to attract attention near metro or malls or other places of heavy footfall.

12.1 **Channel Partner for Sales Promotion:**

A channel partner in real estate is a business entity that collaborates with a real estate developer to promote and sell their properties. Such channel partner often guides prospective buyers towards informed decisions through innovative marketing and publicity by directly reaching out to the public with personalized services. They also act as intermediaries between the developer and the customer helping developers access a broader market and increase their sales. Throughout the purchasing process, channel partners provide valuable insights, advice and guidance to buyers as they are the expertise in negotiation, extensive market knowledge about various portfolio of properties. A good channel partner also helps in improving brand image of developer by providing premium quality sales and after sales consultations.

12.2 In today's changed real estate scenario in India, investors often prefer to invest through channel partners as they provide comprehensive and researched analytics into properties and market trends. In recent times, one of the successful engagement of channel partners is the appointment of M/s. Anarock Property Consultants Pvt. Ltd. by the PSU, NBCC for sale of housing units and commercial areas of erstwhile

Amrapali Projects at Noida and Greater Noida. Similarly, many other govt. entities like Central Govt. Welfare Housing Organization, City and Industrial Development Corporation of Maharashtra Ltd. and many other urban local bodies in tier II cities have adopted the channel partner route to successfully dispose of their inventories. Most of the Govt. agencies carry out tendering through a transparent and competitive bidding to find out a suitable channel partner who bids on the percentage of commission to be charged on total sales to be effected through it.

12.3 It is also proposed that in view of the daunting task to liquidate the unsold inventory at Narela or possibly other locations too, DDA may also explore for taking necessary steps to engage channel partner(s) initially on a pilot basis, and subsequently adopt it on the experience of the pilot project.

12.4 Most of the Govt. agencies carry out tendering through a transparent and competitive bidding to find out a suitable channel partner who bids on the percentage of commission to be charged on total sales to be effected through it. Accordingly, DDA proposes to carry out a limited tender among the 11 consultancy firms empaneled by National Land Monetization Corporation Limited, a PSU under Department of Public Enterprises vide its communication dated 14.07.2023 (**Annexure IX).** The channel partner would preferably be tasked with a particular pocket in Narela or in some similarly placed pocket on a pilot basis with a bouquet of different properties to maximize the sale through it

13. **Bulk Allotment of flats at Narela to government Agencies**

13.1 DDA has been offering its built up flats to Government Agencies on bulk allotment basis for the use of residential staff quarters earlier several organizations like Delhi Police, CRPF, CISF, BSF, PNB, PWD of GNCTD, CBSE etc. Delhi Police has purchased 484 LIG flats at Sector G2 Narela, 501 MIG flats at Sector A1-A4, Narela and 22 LIG flats at Sector 35, Rohini, CRPF has purchased 962 LIG flats at Sector G8, Narela. CISF has also purchased substantial no. of flats at Rohini Sector 34 and Siraspur. CBSE has purchased 182 MIG flats at Sector 19B, Dwarka and PNB has taken 26 MIG flats at Sector 16B, Dwarka. Recently, PWD has also purchased 40 HIG flats at Jasola.

13.2 It may be stated that Authority had earlier vide item no. 69/2018 (**Annexure X**) had offered 50% discount in departmental charges to Para Military forces and bulk buyers of Govt. organizations with regard to one room flats at Narela and few other places. Similarly, vide item no. 70/2018 (**Annexure XI**), Authority approved 50% discount in departmental charges with regard to MIG flats at Narela which were surrendered by the allottees. The offer of 50% discount resulted in various bulk allotments to para military forces as detailed in para 12.1 above.

13.3 Authority vide agenda item no. 25/2023 (**Annexure XII**) had approved that bulk allotment shall be made at current costing for which 10% booking amount initially has to be paid to DDA. As per this policy, we have been offering bulk allotment to government agencies at disposal price with current costing to PNB, CBSE, PWD, etc.

13.4 It is proposed that to adequately incentivise government department /agencies for participating in bulk allotment in Narela, **a discount of 50% on departmental charges may be offered**. The discount offered would be offset much more by generating adequate demand among govt agencies for these flats for residential staff quarters, early realization of substantial capital of DDA which is currently blocked leading to high opportunity cost of our capital, avoidance of depreciation, requiring substantial repair & maintenance expenditure and resultant benefits to DDA by way of optimal utilization of infrastructural and community facilities.

14. Proposal before Authority

The following proposals are placed before the Authority for its kind consideration and approval:

I. Authority is requested to accord approval for launching of above-mentioned Housing Schemes as proposed above in para 8 (DDA Dwarka Housing Scheme 2024 through e-Auction mode), para 9 (DDA Sasta Ghar Housing Scheme 2024 through FCFS) & para 10 (DDA General Housing Scheme 2024 through FCFS).

II. With regard to the left-out flats in different scattered locations as stated in para 11, the same along with any other flats which are found vacant after due reconciliation exercise will be offered either under e-Auction or FCFS mode depending on their locality and demand at current costing in different tranches and the terms & conditions for the scheme may be decided by the Committee headed by VC as detailed in F as under.

III. For engaging a channel partner as proposed at para 12 above.

IV. For offering bulk allotment of flats at Narela to government agencies with 50% discount on departmental charges as detailed at para 13 above.

V. Authority is also requested to accord approval in respect of Authorization to Vice Chairman in terms of Regulation 3 of Housing Regulations, 1968 as follows:

Authorization to the Vice Chairman:

A. Terms and conditions of the DDA Housing Scheme 2024 in each vertical will be finalised by VC to be incorporated in the brochure of the scheme.

B. VC, DDA will be the competent authority to decide number of flats in each vertical of the scheme as stated above.

C. VC, DDA be authorized for relaxing the terms & conditions, simplifying the procedures of the scheme to ensure smooth disposal of flats under each vertical of the DDA Housing Scheme 2024.

D. And also, for the purpose of deciding mode of disposal, terms & conditions, no. of flats, and other details of scheme for the purpose of II above with regard to left out flats at scattered locations elaborated at para 11 above.

E. VC, DDA may also be authorised to decide the terms & conditions for engaging a channel partner as well as the location and inventory suitable for the same and modality and periodicity of its operation.

F. For the purposes of A to E above, a Committee headed by Vice Chairman DDA along the lines of the Committee provided for in Regulation 26 of Housing Regulations, 1968 shall be authorized to take appropriate decisions, including determining the pricing structures for different flats, taking into market dynamics following the adoption of standard costing as delineated in preceding paragraphs. Further, Committee may preferably consist of Vice Chairman, Finance Member, Principal Commissioner (Housing), Commissioner (Housing) and Financial Advisor (Housing).

RESOLUTION

have to become member of the concerned RWA.

16.2. The following method regarding Maintenance charges is applicable for this scheme.

i. **Upfront Payment as Corpus Fund:** An upfront maintenance charges would be collected as part of the price towards the flat for creation of a "Corpus Fund" as mentioned in the following table:

Unit Typology / Category	Amount of Corpus fund (in INR)	GST @18%	Total
MIG	1,50,000/-	27,000/-	1,77,000/-
HIG	2,50,000/-	45,000/-	2,95,000/-
Super HIG	3,00,000/-	54,000/-	3,54,000/-
Penthouse	3,50,000/-	63,000/-	4,13,000/-

- The corpus fund will be used for major maintenance works carried out in the Housing Estate i.e., the concerned housing pocket.
- Once the RWA is formed for the concerned housing pocket, this fund will be handed over to them by DDA for future maintenance of the housing pocket.

ii. **Monthly Maintenance Charges:**

- For regular day to day recurring maintenance of the housing pocket, a minimal charge of Rs 2 to Rs 3 per sq. ft. per month (on plinth area) will be taken by the DDA.

Unit Typology / Category	Monthly Maintenance Charge per sq. ft. per month (in Rs)
MIG	2.00
HIG	2.50
Super HIG	3.00
Penthouse	3.00

GST @18%will be applicable on the above charges

- The monthly charges will be taken up as an upfront payment for 1 year as part of the pricing. Moreover, in case the RWA is not formed within 1 year, the same will be taken up on actuals for consecutive years and the necessary arrangement for the same would be communicated to the residents for implementation.

  Charges mentioned at (i) & (ii) above i.e., upfront payment as corpus fund & monthly maintenance charges for 1 year would not be included in calculation of the reserve price. The same would be charged in the demand at the time of issuance of demand cum allotment letter.

16.3. The demand cum allotment letter will include the Upfront Payment as Corpus Fund & Monthly Maintenance Charges for 1 (one) year as stated in para 16.2 which are not part of the reserve price. DDA will undertake day to day maintenance from the amount collected towards maintenance charges for a period of 1 (one) year or formation of RWA whichever is earlier. In case the RWA is formed before completion of 1 year the balance maintenance fund will be transferred to the RWA registered with DDA. The fund becomes operative from the date the first demand-cum-allotment letter is issued.

16.4. The individual flat owners will be fully responsible for all internal maintenance of their flats after they take over the possession.

16.5. Day to day maintenance including maintenance of green areas, cleanliness of campus/colony/housing pocket, replacement of light fittings in common areas, maintenance and operation of lifts, payment of electricity bill for common areas etc. will be the responsibility of concerned RWA.

16.6. For common areas which are common to several housing pockets/ colonies, the responsibility of maintenance will be with urban body, after the area is handed over to the urban body. Till such time that the area is handed over to urban body, maintenance will remain with DDA. While handing over, DDA will

clearly mark the area to be maintained by the urban body and area to be maintained by RWAs.

16.7. Those facilities which are common to more than one RWA like Community Centre, Gyms etc. will be maintained by DDA.

17. MIS-REPRESENTATION OR SUPPRESSION OF FACTS: -



If it is established that the applicant has applied although he was not eligible as per conditions laid down in Clause 5 or has falsely claimed the benefit of reservation or has given false affidavit/information including quoting wrong PAN number or suppressed any material fact at any time whatsoever, the application/ allotment will be rejected/cancelled summarily without issuing any show cause notice for the same and the entire amount deposited by the allottee will be forfeited. However, This would be without prejudice to DDA's right to take such other action as may be permissible in law, including lodging a police complaint/FIR for misrepresentation to a Govt. Authority.

18. POSSESSION OF FLATS: -

18.1. The allottee shall be entitled to take possession only after he/she has paid all the dues and completed all the requisite formalities, and furnished/executed all the required documents mentioned in the scheme brochure /the demand-cum-allotment letter.

18.2. **Possession letter will be issued through online mode only, and the allottee has to upload self-attested copies of the requisite documents.**

18.3. **After issuance of Possession letter, allottee has to take physical possession.** If the allottee does not take possession of the flat within 3 months from the date of issue of possession letter, he/she shall be liable to pay watch and ward charges at the prescribed rates beyond the period of 3 months from the date of issue of possession letter.

18.4. The flats are being offered on "as is where basis". DDA will not entertain any request for additions or alterations or any complaints whatsoever, regarding property circumstances as defined in Regulation 19 of the DDA (Management & Disposal of Housing Estate) Regulation 1968. DDA shall also not entertain a complaint about price of flat, its design, the quality of material used, workmanship or any other defects.

18.5. **In case allottee has deposited the full price but has not submitted the requisite documents/ formalities within 3 months from the date of payment of full price, applicable watch and ward charges will be levied upon him/her for the period delayed beyond 3 months and up to the month in which the complete documents are submitted or formalities are completed.**

19. CONVEYANCE DEED: -

19.1. The Conveyance Deed (Free Hold Deed) papers will be

issued online after receiving a request by allottee after taking over physical possession of the flat. The allottee may reserve a date for execution of Conveyance Deed online. The expenditure on e-stamping and other expenses on account of registration of Conveyance Deed, etc. in this regard shall be borne by the allottee.

19.2. The allottee shall not be entitled to transfer or otherwise part with the possession of the whole or any part of the flat before execution of Conveyance Deed. In the event of sale/ transfer being made without execution and registration of Conveyance Deed, such sale/transfer shall not be recognized by DDA and allotment of such flats will be cancelled.

19.3. The Conveyance Deed in the prescribed format transferring the title to the flat shall be executed in favor of the original allottee, only after taking over physical possession of the flat, which shall be registered with the Sub-Registrar as per law, upon receipt of all other dues provided the original allottee has not in any manner sold, transferred or alienated the whole or any part of the flat by any agreement, of whatsoever nature and/or parted with possession thereof.

19.4. **Date of execution of Conveyance Deed will be reserved by allottee through online mode only. Allottees are required to upload the copy e-stamp papers of the requisite value before reservation of date of execution of conveyance deed. On the reserved date, Allottees will have to come with all the original documents for the purpose of verification.**

19.5. In the event of death of the original allottee prior to execution of Conveyance Deed, the Conveyance Deed shall be executed in favor of the legal heir(s) of the original allottee, as per policy/guidelines of DDA in respect of mutation.

20. STATUS OF THE ALLOTTEE:

All allotments shall be made on free hold basis. However, the title shall be transferred only when the Conveyance Deed is executed in favor of the allottee and it is registered in the office of the sub-Registrar, GNCTD. For Persons with Disability (Divyangjan) Conveyance Deed will be executed after realization of entire price of flat along with interest and other dues if any in case they choose to get allotment on hire –purchase basis.

21. INSPECTION OF FLAT:

21.1. The applicants are advised to visit the site and inspect the flats and satisfy themselves with regard to location, size and price of flats before applying under this scheme.

21.2. Sample flats are located at following locations and will be available for inspection of Public on ALL SEVEN DAYS from 10:00 AM to 06:00 PM. During the period scheme is open a representative of DDA will be available On-site during these hours to facilitate inspection. The contact numbers and addresses of the concerned Divisional Executive Engineers to facilitate visit and inspection of the sample flat is as below:

Location	Type of flat	Address of sample flat	Name of Divisional Executive Engineer/ Nodal officer & Contact No.
Dwarka, Sector-19B	Penthouse	E-1202	1. Sh. Afzal Husain, AE(DPD-4): 8875044794 2. Sh. Arvind Kumar Rai, AE(DPD-4): 6204039380
	Super HIG	E-201	
	HIG	E-203	
Dwarka Sector-14	MIG	B-306	1. Sh. Dheeraj Kadyan, AE(Civil): 9310735453 2. Ms. Asha, AE(Civil): 7985822238
Loknayak puram	MIG	D/G-4	1. Sh. Anurag Yadav, AE: 8960908231

21.3. A dedicated call Centre will also start functioning at Vikas Sadan from the date of launch of the Scheme, for resolving the issues of general public, if any.



22. PREFERENTIAL ALLOTMENT: -

22.1. 5% reservation is kept for persons with disability (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016. While reserving the same, attempt shall be made to reserve such flats at ground floor wherever possible/available. However, in case of non-availability of ground floor flats, such reservation may be made on other floors.

ANEX C

iii. A separate wait list of the applicants equal to 25% of total flats on offer will also be declared in order of priority. The waiting list will be valid only for 10 months from the date of issue of demand letters to successful applicants. The application money of wait-listed applicants shall be refunded along with unsuccessful applicants. However, before going for the draw, in case the same takes place, for allotting the surrendered/cancelled flats, all such eligible wait-listed applicants shall be asked to deposit the Application Money. 30 days' time shall be given to them to do so and only those names shall be included who deposit their Application Money before the prescribed date.

9. DISPOSAL COST OF THE FLATS:-

The tentative disposal cost of the flats is given at **Annexure "A"**. The cost includes land premium, cost of construction and 20% surcharge on "land premium and cost of construction" in respect of HIG Flats at Vasant Kunj and 10% surcharge on "land premium and cost of construction" in respect of HIG flats at Jasola & MIG flats at Dwarka. Cost of construction includes grid charges, departmental charges and interest during construction period. The Disposal cost of the flats is calculated as per the plinth area of the flats including common area. The Disposal cost also includes maintenance charges (Both Civil and Electrical and taxes thereon). The variation in cost within category, if any, is due to variation in plinth area including common area of the flats.

10. PERIOD OF PAYMENT:-

i. The cost of the flat is to be deposited within 90 days from the date of issue of Demand-cum-Allotment letter. **Demand-cum-Allotment letter will be issued online. Demand cum Allotment letter will be issued three months prior to likely date of handing over of possession of flat after all clearance.**

ii. Further time of 3 months, over and above (i) above, will be available to the allottees subject to payment of interest at the rate of **10% p.a (simple interest).**

iii. The application money will be forfeited if the demanded amount is not paid by the allottee within the time prescribed in the demand letter and flat will be made available for allotment to others.

11. METHOD OF PAYMENT OF DEMANDED AMOUNT:-

The payment of application money may be made from any account. However, demanded amount after issuance of online Demand-cum-Allotment letter should be deposited from Allottee's account or from the account of specified relatives through NEFT/RTGS/Net Banking. DDA will not bear any service charges on payments done through any mode.

The specified relatives defined for this para allottee's husband/ wife, father, mother, sister, brother, son, daughter, grand-son/ grand-daughter or, wife of the son (daughter-in-law)/ grandson, husband of daughter (son-in-law) or husband of grand-daughter (for the purpose of this definition grand-son/ grand-daughter means a son's or a daughter's child).

12. MODE OF PAYMENT:-

The allotment of flats shall be made on cash down basis except under PD (Persons with Disability (Divyangjan)) category who will have the option of making payment either on "Cash Down" basis or in instalments on terms and conditions as applicable.

13. MORTGAGE/AVAILING LOAN:-

The allottee can avail housing loan by mortgaging the flat to following institutions without prior approval of the DDA. However, an intimation regarding institution to which it has been mortgaged must be sent to concerned Dy. Director (Housing), DDA, Vikas Sadan, New Delhi: -

(i) Government of India; (ii) State Government; (iii) Union Territory Administration ; (iv) Public Sector Undertakings / Autonomous Bodies; (v) Nationalized Banks; (vi) Life Insurance Corporation of India; (vii) General Insurance Corporation of India; (viii) Housing Development Finance Corporation; (ix) Cooperative Banks; (x) MCD; (xi) NDMC; (xii) All joint sector companies irrespective of the percentage of shareholding; (xiii) University of Delhi; (xiv) All organisations, private or public, which receive the approval of Govt. of India, State Govt. for the purpose of general mortgage permission and are recognized by RBI as a Housing Finance Company; (xv) All Financial Institutions extending loans to individuals for house building, if they are leading companies with good market standing and repute say with a capital base of Rs.5 Crores or so; (xvi) All Financial Institutions/Banks which are controlled by RBI or the Govt. of India irrespective of the percentage of Govt. shareholding; (xvii) All public companies with a capital base of Rs.5 Crores provided they have a Scheme for granting Housing Building Advance/Loan to their employees and the mortgage is required for grant of such advances.

14. MISUSE, ADDITIONS AND ALTERATIONS, ETC.:-

The flat shall be used only for residential purpose and cannot be put to any other use. The allottee shall not be entitled to sub-divide the dwelling unit or amalgamate it with any other dwelling unit or to make any structural additions/alterations.

15. RESPONSIBILITY FOR THE MAINTENANCE OF COMMON PORTIONS AND COMMON SERVICES, ETC.:-

Every successful applicant shall be required to become a member of the Registered Agency/Association of Apartment Owners to be formed for the purpose of maintenance of common portions and common services for these housing pockets, in accordance with the provision of law i.e. DDA (Management & Disposal of Housing Estate) Regulation 1968 in this behalf before the possession of the flat is handed over to him/her. Only one RWA will be registered for one pocket. All allottees of each pocket shall mandatorily have to become member of the concerned RWA.

For the purpose of major (capital nature) maintenance, for a period of 10 (ten) years, contribution towards the maintenance fund shall be recovered from the allottees. The Scheme requires that the entire maintenance funds collected would be placed in a corpus as an escrow account and maintenance works (Capital nature) would be undertaken out of the interest earned from the corpus. The fund will be apportioned to the RWAs registered with DDA and will be managed by a Committee in which DDA will be represented by the Executive Engineer of the concerned zone. The civil and electrical maintenance of all the newly constructed flats will be carried only from the interest arising out of the corpus created for maintenance. In case, there is any shortfall, the concerned RWAs, registered with DDA, will have to bridge the gap through contribution from the allottees and DDA will not contribute any fund towards maintenance. The fund becomes operative from the date the first demand-cum-allotment letter is issued.

The general principles for maintenance will be as follows:

a. The individual flat owners will be fully responsible for all internal maintenance of their flats after they take over the possession.

b. Major repairs including white-wash of external areas will be carried out on need basis subject to availability of funds. In schemes where maintenance deposit has been taken by DDA, these major repairs will be carried out of the money available from interest as provided in the scheme. The link officer of DDA nominated for the purpose will coordinate with the RWAs to set-up maintenance fund.

c. Day to day maintenance including maintenance of green areas, cleanliness of campus/colony/housing pocket, replacement of light fittings in common areas, maintenance and operation of lifts, payment of electricity bill for common areas etc. will be the responsibility of concerned RWAs

d. For common areas which are common to several housing pockets/ colonies, the responsibility of maintenance will be with urban body, after the area is handed over to the urban body. Till such time that the area is handed over to urban body, maintenance will remain with DDA. While handing over, DDA will clearly mark the area to be maintained by the urban body and area to be maintained by RWAs.

e. Those facilities which are common to more than one RWA like Community Centre, Gyms etc. will be maintained by DDA.

f. RWA will have to maintain a separate fund for day to day maintenance mentioned at (3) above. Therefore maintenance will be dealt in two separate categories i.e. Major (Capital nature) and day to day maintenance.

16. **MIS-REPRESENTATION OR SUPPRESSION OF FACTS:-**

If it is established that the applicant has applied although he was not eligible as per conditions laid down in Clause 2, the application/ allotment will be rejected/cancelled summarily without issuing any show cause notice for the same and the amount deposited by allottee will be forfeited.

17. **POSSESSION OF FLATS:-**

i. The allottee shall be entitled to take possession only after he/she has completed all the formalities, paid all dues and furnished/executed all the documents as required in the demand-cum-allotment letter.

Digitally signed Possession letter will be issued online only, and the allottee has to upload self-attested copies of the requisite documents.

ii. **After issuance of Possession letter, allottee may reserve a date for physical possession through On-Line mode.** If the allottee does not take possession of the flat within 3 months from the date of issue of possession letter, he/she shall be liable to pay watch and ward charges at the prescribed rates beyond a period of 3 months from the date of issue of possession letter up to a maximum period of one year from the date of issue of possession letter.

iii. If the physical possession is still not taken over then the allotment shall be automatically cancelled. No show cause notice shall be served before cancellation. Any amount deposited towards the cost of the flat shall be refundable without interest in such a case of cancellation after deduction of Application Money.

iv. The property is being offered on "as is where basis is". The DDA will not entertain any request for additions or alterations or any complaints whatsoever, regarding property circumstances as defined in Regulation 19 of the DDA (Management & Disposal of Housing Estate) Regulation 1968. DDA shall also not entertain a complaint about cost of flat, its design, the quality of material used, workmanship or any other defect.

v. **In case allottee has deposited the full cost and has not submitted the requisite documents within 3 month from the date of payment of full cost, watch and ward charges will be charged from 3 months from date of payment till full set of documents are submitted. However, if documents are not submitted within one year from the date of depositing of full cost, the allotment shall be automatically cancelled. Any amount towards the cost of flat shall be refundable without interest upon deduction of application money.**

18. **CONVEYANCE DEED:-**

i. The Conveyance Deed (Free Hold Deed) papers will be issued online by DDA after physical possession of the flat. The allottee may reserve a date for execution of Conveyance Deed online. The expenditure on e-stamping and other expenses on account of registration of Conveyance Deed, etc. in this regard shall be borne by the allottee.

ii. The allottee shall not be entitled to transfer or otherwise part with the possession of the whole or any part of the flat before execution of Conveyance Deed. In the event of sale/ transfer being made without execution and registration of Conveyance Deed, such sale/transfer shall not be recognized by the Authority and allotment of such flats will be cancelled and possession will be resumed.

iii. The Conveyance Deed in the prescribed format transferring the title to the flat shall be executed in favour of the original allottee, after physical possession of the flat which shall be registered with the Sub-Registrar as per law, upon receipt of all other dues provided the original allottee has not in any manner sold, transferred or alienated the whole or any part of the flat by any agreement, of whatsoever nature and/or parted with possession thereof.

Date of execution of Conveyance Deed will be reserved by allottee through online mode only. Applicants are required to upload the copy e-stamp papers of the requisite value before reservation of date of execution of conveyance deed. On the reserved date, Applicants will have to come with all the original documents for the purpose of verification.

iv. In the event of death of the original allottee prior to execution of Conveyance Deed, the Conveyance Deed shall be executed in favour of the legal heir(s) of the original allottee, as per policy/guidelines of DDA in respect of mutation.

v. **Since a number of concessions are being offered under EWS category while working the cost of the flats, the allottee of EWS category flat would not be permitted to sell/ transfer or otherwise part with the possession of the flat in any manner for a period of Five (5) years from the delivery of possession.**

ANNEX D

दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY

A GOLDEN OPPORTUNITY TO OWN A PRIME DDA FLAT



Subject: - DDA Dwarka Housing Scheme 2024 (Online Scheme through e-Auction) for disposal of approx. 173 built-up flats at Dwarka (Sector- 19B, Sector- 16B & Sector 14).

1. SCHEME: -

1.1 The Scheme is titled as **"DDA Dwarka Housing Scheme 2024 (Mode of disposal: e-Auction)"** of the Delhi Development Authority for disposal of built-up flats through end-to-end online system.

2. Schedule of Bidding Process

e-Auction for Residential Flats

Sr. No.	Event	Date
1.	Date of advertisement	12.08.2024
2.	Brochure ready for download from	20.08.2024
3.	Help Desk operational for training and information on e-auction	20.08.2024
4.	Registration & Submission of EMD Starts	21.08.2024 11:00 AM
5.	Last date of Online Registration for participating in e-auction & submission of online EMD	16.09.2024 6:00PM
6.	Final Submission of Application	19.09.2024 6:00PM
7.	Announcement of Schedule of e-Auction	20.09.2024
8.	Demo Practice Session for live e-Auction	21.09.2024, 22.09.2024 & 23.09.2024
9.	Commencement of online e-Auction (flat-wise schedule to be announced subsequently)	24.09.2024, 25.09.2024 & 26.09.2024

(Any changes in above schedule will be notified only on DDA website www.dda.gov.in, https://eservices.dda.org.in and dda.etender.sbi)

3. DISCLAIMER

The information contained in this e-Auction document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Delhi Development Authority (DDA in short) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-Auction document and such other terms and conditions subject to which such information is provided.

This e-Auction document is not an agreement and is neither an offer nor invitation by DDA to the prospective Applicants or any other person. The purpose of this e-Auction document is to provide interested parties with information that may be useful to them in the formulation of their application for expressing their interest pursuant to this e-Auction (the "Application"). This e-Auction document includes statements, which reflect various assumptions and assessments arrived at by DDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-Auction document may not be appropriate for all persons, and it is not possible for DDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-Auction document. The assumptions, assessments, statements and information contained in this e-Auction document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-Auction document and obtain independent advice from appropriate sources.

Information provided in this e-Auction document to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-Auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Auction document.

DDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-Auction document. DDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Auction document.

4. GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS

4.1. Delhi Development Authority (DDA) invites e-Auction for the sale of Residential Flats as per details described at **ANNEXURE:** A under the Delhi Development Authority (Disposal of Housing Estates) Regulations, 1968, on **'as is where is basis'** as per the Terms and conditions described in the Auction Document. **It will be presumed that the bidder has visited the flat/site and satisfied himself/herself with the prevalent flat/site conditions in all respects including status and infrastructural facilities available, etc. before participating in the e-Auction and submitting the bid.**

4.2. Only registered bidders, who are eligible and have paid EMD online, will be able to participate in this e-Auction which will be in online mode only.

4.3. **Format and Signing of Proposal:** Bidders shall provide all the information as per this e-Auction Document and in the specified formats. DDA reserves the right to reject any Proposal that is not in the specified formats.

4.4. **Proposal Preparation Cost:** The Bidder shall be responsible for all the costs associated with the preparation of his Proposal for bid and participation in the bidding process. DDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

4.5. **Language and Currency:** The Proposal and all related correspondence and documents shall be available in both English & Hindi languages. The currency for the purpose of the Proposal shall be the Indian Rupee (INR). If there is any discrepancy/contradiction in translation from English to Hindi, the language used in English version shall hold good.

4.6. **Cost of e-Auction Document:** The bidders can download e-Auction Documents from DDA website **www.dda.gov.in, https://eservices.dda.org.in** and **dda.etender.sbi** free of cost.

4.7. **Clarifications:** To assist in the process of evaluation of Proposals, DDA may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by E-mail. No change in the substance of the Proposal would be permitted by way of such clarifications.

4.8. **Amendment of e-Auction Document:** At any time prior to the Proposal Due Date, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the e-Auction Document, including the Reserve price of the flats. Any modification thus issued will be informed to all the prospective bidders by notifying on DDA website as well as e-Auction website. Such modification will be binding upon all bidders participating in e-Auction process.

4.9. **Confidentiality:** Information relating to the e-Auction process shall not be disclosed to any person not officially concerned with the process. DDA will treat all information submitted as part of Proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

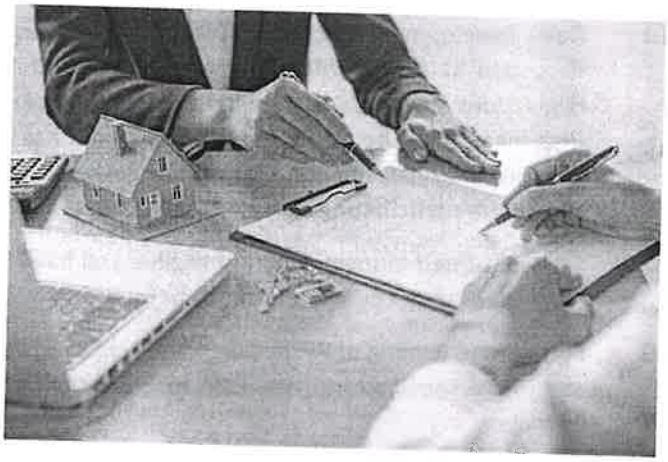
4.10. **DDA's Right to Accept or Reject Proposal:** DDA reserves the right to accept or reject any or all of the Proposals/e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

4.11. **Force Majeure:** If due to any **"Force majeure"** events or such circumstances beyond DDA's control, DDA is unable to handover the possession of the allotted residential flat, DDA or any of its officers/officials will not be held liable for any damages and no suit shall be moved against DDA or any of its officers/officials for the same.

5. ELIGIBILITY:

5.1. The applicant must be a citizen of India.

5.2. He/ She should have attained the age of majority i.e., an applicant should have completed 18 years of age as on the last date of submission of the application and legally competent to enter into a contract.



5.3. There shall be no restriction with regard to owning any land/built up property in Delhi.

5.4. The applicant should give particulars of his/her savings account in any Bank in the name of the applicant only in the **'Application Form'**.

5.5. Applicant must have Permanent Account Number (PAN) allotted under the provisions of the Income Tax Act and the same must be quoted in the Application Form.

5.6. In case of joint application under SC/ST Reserved Category, the joint applicant/co-applicant should be from within the Family, as defined in clause (5.8) below.

5.7. In case of joint application under war widows, Persons with Disabilities (Divyangjan), ex-servicemen and other reserved categories, the applicant himself/herself should fall within the respective reserved category and the joint applicant/co-applicant should be from within the Family as defined in clause (5.8) below.

5.8. Family for clause (5.6) and (5.7) above means a person or his/her parents or his/her blood relatives or his/her spouse or any of his/her dependent relative/s including unmarried children.

5.9. It is advisable to add co-allottee in the application form rather than later stage.

5.10. **It may be noted that only natural person(s) will be allowed to participate in the e-Auction. Companies, trusts, societies, co-operative societies, or any other legal entities, etc. shall not be allowed to participate in the e-Auction process.**

6. E-AUCTION DETAILS FOR PRESENT AUCTION

6.1. Prospective bidders shall ensure the following before participating in e-Auction.

6.2. Participants have to get themselves registered on the e-auction portal which can be accessed on visiting **dda.etender.sbi, https://eservices.dda.org.in** & **pay an amount for Rs 2,500/- (including GST) which is non-adjustable & non-refundable, separately against each flat** they wish to bid for towards processing fee. Help is provided to the prospective bidders for registration at DDA Help Desk, Vikas Sadan, INA, New Delhi.

6.3. Participants shall safely keep their User ID and password, which will be issued by the online service provider upon registration, and which is necessary for e-bidding.

6.4. Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

6.5. DDA will not be responsible for any unauthorized use of login credentials. It will be sole responsibility of the applicant to regularly check the portal i.e., **www.dda.gov.in, https://eservices.dda.org.in and dda.etender.sbi** for any updates.

6.6. Bidders are advised to change the password immediately on receipt from the e-Auctioning portal.

6.7. With regard to the successful H1 bidders, the issuance of various communications including Demand-cum-Allotment Letter (DAL), Cancellation/Surrender, Possession letter, Conveyance Deed etc. and uploading of necessary documents will be through On-Line Mode only in **https://eservices.dda.org.in/**. Applicants are advised to keep their login credentials safe with them and not to share the same with anyone. DDA will not be responsible for any unauthorized use of login credentials. **It will be sole responsibility of the applicant to regularly check the portal i.e., https://eservices.dda.org.in/ for any updates and developments with regard to payment of demand & allotment process of his flat.**

6.8. Earnest Money Deposit (EMD)

6.8.1. In order to participate in the Bidding Process, the prospective Bidder is required to make online payment as mentioned in the table below towards Earnest Money Deposit **separately against each flat** they wish to bid for, through e-payment gateway of e-Auction portal, to be eligible for participation in the e-Auction.

S. No.	Flat Category	EMD
1.	MIG (2 BHK)	Rs. 10,00,000/-
2.	HIG (3 BHK)	Rs. 15,00,000/-
3.	Super HIG (4 BHK)	Rs. 20,00,000/-
4.	Penthouse (5 BHK)	Rs.25,00,000/-

6.8.2. **The EMD shall be payable on-line through NEFT/RTGS/E-PAYMENT on e-Auction portal which can be accessed on visiting dda.etender.sbi.** Detailed instructions to guide the bidder through the e-Payment steps are available on the said portal/website.

6.8.3. No offer/bid shall be accepted without successful payment of Earnest Money Deposit (EMD) within the stipulated time. Therefore, it is advised that customers should not wait for the last moment and deposit the EMD.

6.8.4. The Earnest Money Deposit will be adjusted in the payment against the premium of bid payable to the Authority by the successful Bidder (H-1 Bidder).

6.8.5. The Earnest Money Deposit paid by the bidders, whose offers have not been accepted shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful bidders generally within 30 days of the last date of the bidding. The advance deposit shall not be adjusted against any other scheme. **The payment should not be done through NRE Account and DDA shall not be responsible for delay in refund in this regard.**

6.8.6. Only the Applicants making successful payments of EMDs within the stipulated date, shall be allowed to participate in the e-Auction process.

6.9. Submission of the Application Form:

6.9.1. The intending bidders can register/ participate in the bidding process once they get themselves registered on the e-Auction portal which can be accessed on visiting **dda.etender.sbi.**

6.9.2. For participation in this process, the intending Bidders are required to submit/ pay EMD as stated in clause 6.8.1 above. All payments are required to be made online.

6.9.3. Bid received by Post /Courier shall not be entertained.

6.9.4. **Application form of each flat is to be submitted separately with separate EMDs & processing fee.**

6.10. E-auction process for a particular flat shall be proceeded with if at least one eligible registered bidder for that flat is there whose EMD has been realized within stipulated period. In case there is no such eligible bidder for a flat, that flat will not be included for the bidding and the same will be put up for next e-Auction of DDA.

6.11. Applicant may bid for multiple flats but he has to deposit EMDs as well as processing fees for each flat separately. If the person doesn't succeed in becoming highest bidder in any of the flat(s), then his EMD(s) for the concerned flat(s) will get refunded.

6.12. Bid Timings & Reserved price



6.12.1. **The Bid timings for the e-Auction will be announced on DDA website & participants are requested to visit the DDA website regularly for any updates.**

6.12.2. Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatever reason. If done so, the EMD amount shall be forfeited.

6.12.3. The bidders are required to quote for the rate with reference to the flat put on e-Auction over and above the reserve price mentioned in the **Annexure-A.**

6.12.4. It is further clarified that for the bid process to be treated as successful, at least one bid has to be offered.

6.12.5. e-Auction will start and end as per schedule which will be announced on DDA website. The bid for e-Auction shall start with minimum one increment above the reserve sale rate. The reserve price as mentioned in the document may not be treated as final price. Minimum increment of bid in e-Auction shall be as given in table below. The maximum increment that can be placed by the bidder at a time would be **50 times** the minimum increment value as stated in table below:

Category	Increment value per flat or multiple thereof
Penthouse flats	Rs. 2,00,000/-
Super HIG flats	Rs. 1,50,000/-
HIG Flats	Rs. 1,00,000/-
MIG Flats	Rs. 50,000/-

6.12.6. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him/her (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the DDA/Service provider. Hence bidders are cautioned to be careful to check the bid amount, and alter/rectify their bid if required, before confirming the bid submitted.

6.13. Time Extension: If the bidding continues till the last 5 minutes of the scheduled/extended closing time of auction, the bidding time shall be automatically extended for further 5 minutes. The bidding will be extended for a maximum of 20 times.

6.14. Training and Assistance Booth for the prospective Bidders: For facility of the prospective bidders, a Helpdesk will be set up Ground Floor, DDA Office, D-Block, Vikas Sadan, INA, New Delhi-23. Prospective bidders can get the required training and information on e-Auctioning process during working hours.

6.15. Note of caution for the Bidders:

6.15.1. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.

6.15.2. If on account of any technical issues there is a disruption in the e-Auction process majorly affecting the smooth conduct of the bidding process, DDA will be at its discretion to extend the bid period and resume bidding for the affected flats.

6.15.3 The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the e-Auction. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the e-Auction shall be at Bidder's own risk and may be liable for rejection.

6.16. UNCONDITIONAL BIDS:

Bidders may note that DDA will not entertain any deviations from the e-Auction Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the e-Auction Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

6.17. REJECTION OF BIDS:

DDA reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The DDA may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

i. Made misleading or false representations in the e-Auction reply or documents in support of mandatory criteria.

ii. Submitted a proposal online that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their participation in the e-Auction shall not be considered.

iii. Failed to provide clarifications related thereto, when sought;

iv. Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of their bid.

v. Any superfluous documents/document not related to the mandatory criteria may result in

summary rejection of bid. All participating bidders are clearly instructed to attach only those documents which are relevant to the scope of work/mandatory criteria as specified in the e-Auction document and not any other work.

6.18. BIDDER'S RESPONSIBILITY - The following due diligence/deliberation is the sole responsibility of the bidder:

6.18.1. **The flats are being offered by DDA on As-Is-Where-Is Basis. The Bidder may carry out field visit to assess the flats offered at any time at his own cost.**

6.18.2. **The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of e-Auction Document will be at the Bidder's own risk.**

6.18.3. **It would be deemed** that prior to the submission of Proposal, the Bidder has:

i. Made a complete and careful examination of requirements, and other information set forth in this e-Auction Document;

ii. Received all such relevant information as it has requested from DDA; and

iii. Made a complete and careful examination of the various aspects of the Project that might affect the Bidder's performance under the terms of this e-Auction Document.

iv. **DDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.**

7. REFUND OF EMD TO APPLICANTS:

7.1. Successful Applicants (No refund in case of surrender)

7.1.1. The applicants are advised to satisfy themselves with regard to location, price, existing facilities in the surrounding area and other related issues before applying for allotment of a flat under this scheme. **In case of surrender of flat after successful declaration of H1 bidder through online e-Auction, full EMD (para 6.8.1) applicable will be forfeited.**

7.2. Unsuccessful Applicants

7.2.1. The amount of EMD in case of unsuccessful applicants will be returned to the same account from where it is received & also using the same channel (viz. NEFT/RTGS/Branch etc.).

8. RESERVATIONS:

8.1. The details of reservations under this Scheme are as under:

8.1.1. 15% of the flats for applicants belonging to Scheduled Castes (SC); and

8.1.2. 7.5% of the flats for applicants belonging to Scheduled Tribes (ST);

8.1.3. 1% for War Widows and those receiving liberalized pension from Armed/Paramilitary Services (Next of Kin)

8.1.4. 5% reservation for Persons with Disability (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016.

8.1.5. 1% for Ex-servicemen.

8.2. The reservations, as above, are admissible strictly with reference to the number of flats available in a locality.

8.3. In case number(s) of flats in respect of reserved category comes to a fraction i.e., less than 0.5 it would be rounded off to zero and if it is 0.5 or more it would be rounded off to one.



8.4. With regard to the flats for different reserved categories, the same will be carved out from the available inventory through draw of lots. The e-Auction will be carried out among the respective reserved categories.

8.5. If in the initial phase of auction, requisite numbers of applications are not received from the above mentioned five categories or in the case of the reserved flats not getting any bids in the auction process or such flats do not get any EMD, then in such eventuality, all remaining flats from the reserve categories shall be subsequently opened to all categories in the next phase of e-Auction which will be announced separately.

9. DOCUMENTS TO BE SUBMITTED AFTER ONLINE E-AUCTION& BEFORE POSSESSION OF FLAT:

9.1. For all categories:

9.1.1. Self-attested copy of PAN Card (Permanent Account Number) issued/allotted by Income Tax Department.

9.1.2. Identity Proof e.g., self-attested copy of passport, government Identity Card, Election ID card, Driving License, Ration Card with Photo (of the person whose photo is affixed) or Aadhaar Card. (Upload any one)

9.1.3. Proof of residence e.g., self-attested copy of passport, government Identity Card, Election ID card, Ration card, Driving License, Telephone Bill, Electricity Bill, Water Bill, House Tax Receipt, Bank Pass Book (page carrying name and address of the allottee) or Aadhaar Card. (Upload any one)

9.2. For reserved category:

9.2.1. In addition to documents mentioned in (9.1) above, successful applicants of the Categories as mentioned above have to submit the followings also:

9.2.2. An attested copy of the original caste certificate issued by the District Magistrate/Sub Divisional Magistrate of the area concerned in case the applicant belongs to the SC/ST Category.

9.2.3. An attested copy of the original handicapped certificate issued by the Medical Board or a Govt. Hospital in case the applicant is applying under the reserved category of Persons with Disability (Divyangjan). A self-attested copy of guardianship certificate issued by the competent authority, wherever applicable, is also to be attached.

9.2.4. An attested copy of Discharge Certificate from the competent authority of Ministry of Defence/Armed Forces in case of ex-Servicemen.

9.2.5. An attested copy of "Requisite Certificate" issued by the Ministry of Defence/Armed Forces/Para Military Forces, in case the successful applicant comes under category of War-Widows/Next of Kins which would include those receiving liberalized pension.

9.3. Other Documents:

9.3.1. A Self-attested copy of Bank Account Pass Book/Bank Statement from which the price of the Flat has been deposited along with payment proof.

9.3.2. Affidavit as per proforma given in **Annexure- 'B' of the scheme brochure.**

9.3.3. Undertaking as per proforma given in **Annexure - 'C' of the scheme brochure**.

9.3.4. **In addition to above the document mentioned in the Online Portal for Possession needs to be submitted with supporting documents, if any, required.**

10. RESERVE PRICE OF THE FLATS:

The tentative reserve price of the flats is given at **Annexure "A"**. The reserve price of the flats is calculated in accordance with the DDA's standard costing policy as per the plinth area of the flats including common area. The reserve price does not include maintenance charges as detailed at para 16 and the same shall be charged at the issuance of DAL. The variation in reserved price within category, if any, is due to variation in plinth area including common area of the flats. The reserve price for these flats has been arrived at as per the price applicable for FY 2024-25. **Bidding will not be permissible below the reserve price of the residential flat**. The disposal price will be the price quoted by the highest bidder i.e., H1 bidder at the end of the e-Auction process.

Note: The disposal price i.e., the amount quoted by the highest bidder doesn't include the maintenance charges, conversion charges for freehold property as applicable and water connectivity charges of Rs. 2000/-.

11. RESULT OF ONLINE E-AUCTION: -

11.1. The results of the online e-Auction shall be displayed on DDA's website i.e.,**www.dda.gov.in, https://eservices.dda.org.in and dda.etender.sbi**.

11.2. It shall be the sole responsibility of the applicant to check the result of the online e-Auctionfrom the website of DDA.

11.3. The demand-cum-allotment letters will be issued to the successful H-1 bidder after approval of competent authority, through online mode of AWAAS portalhttps://eservices.dda.org.in/only and it will be the sole responsibility of the applicant to regularly check the online portal for any updates.

11.4. The flat which do not receive any bids will be offered by DDA subsequently as per its own discretion as decided by the Authority.

12. PERIOD OF PAYMENT: -



12.1. The price of the flat is to be deposited within 60 days from the date of issue of Demand-cum-Allotment letter.

12.2. The allotment belonging to persons with disability (Divyangjan) will have two options of payment i.e., allotment on hire purchase basis or on cash down basis. The initial payment in case of hire purchase allotment would be 25% of the total price, that has to be deposited within 60 days. Rest of the amount would be taken in monthly instalments over a period up to 15 years. **The rate of interest charged is simple interest @10% p.a. on monthly reducing balance**.

12.3. Further time of 30 days, over and above the period as stated in para 12.1 and 12.2 above, will be available to the allottees subject to payment of interest at the rate of **10% p.a (simple interest). It may be noted that the for any shortfall in**

payment of demanded amount, the interest will be applicable for the entire amount and will be applicable for entire month as computed in the schedule given in the DAL. Therefore, it is advised that the necessary payment should be made well in advance before the stipulated period to avoid payment of interest as well as to avoid last minute hassles.

12.4. If the demanded amount is not paid by the allottee within the time prescribed in Demand-cum allotment letter, **the allotment of flat will stand cancelled without any notice** and will be made available for allotment to others. In such an event, **the entire EMD will be forfeited**.

12.5. The delay in payment upto 2 days beyond 90 days (i.e. 60 days' interest-free period & 30 days' interest @10% p.a.) will be automatically condoned. The delay in payment up to further 90 days may be allowed with the approval of Competent Authority with penal interest @14 % p.a. subject to the condition that at least 25% of the disposal price have been received as mentioned above. The delay will be regularized as per the delegation mentioned below:

Sno.	Period of delay	Competent Authority
1.	Up to 2 days	Automatically condoned (with 10% p.a. interest)
2.	3 to 90 days	Vice Chairman (with penal interest @14 % p.a. on the remaining amount subject to the condition that at least 25% of the disposal price have been received as per DAL)

12.6. Beyond the stipulated time as mentioned (in above para 12.5) no request for further regularization will be entertained in any case& thereafter it shall be deemed as an automatic cancellation of allotment.

13. METHOD OF PAYMENT OF DEMANDED AMOUNT:

The EMD/application processing fee may be paid from any account through NEFT/RTGS/Net Banking on **SBI's e-Auction portal through online challan generation only**. Any charges, of whatever in nature, in this regard shall be borne by the allottee. Applicants should not use the same generated NEFT challan for multiple payments.

The allotment of flats shall be made on cash down basis only except by the applicants belonging to PwD (Persons with Disability (Divyangjan)) category who will have the options of making payment either on "Cash Down" basis or in Equated Monthly Instalments (EMIs) on terms and conditions as applicable in their case. The rate of interest charged is simple interest @10% p.a. on monthly reducing balance

14. MORTGAGE/AVAILING LOAN:

The allottee can avail housing loan by mortgaging the flat to following institutions without prior approval of the DDA subject to the condition that the first lien will be of the DDA to the extent of recovery of all outstanding dues including disposal/demanded price. However, an intimation regarding institution to which it has been mortgaged must be sent to concerned Housing Branch, DDA, Vikas Sadan, New Delhi. **The applicant should apply for home loan intimation through the online portal of DDA at eservices.dda.org.in**. It will be the sole responsibility of the applicant to apply for the same in a timely manner. The application for home loan intimation should preferably be submitted within 30 days from the date of issuance of the demand-cum-allotment letter. DDA will not be responsible for any delays in processing the loan by the concerned bank. The applicant will be solely responsible for any late payments and will have to pay any additional interest or penalties that may apply.

14.1. Government of India; State Government; Union Territory Administration;

14.2. Public Sector Undertakings / Autonomous Bodies;

14.3. Nationalized Banks;

14.4. Life Insurance Corporation of India; General Insurance Corporation of India;

14.5. Housing Development Finance Corporation;

14.6. Cooperative Banks;

14.7. MCD; NDMC;

14.8. All joint sector companies irrespective of the percentage of shareholding;

14.9. University of Delhi;

14.10. All organizations, private or public, which receive the approval of Govt. of India, State Govt. for the purpose of general mortgage permission and are recognized by RBI as a Housing Finance Company;

14.11. All Financial Institutions extending loans to individuals for house building, if they are leading companies with good market standing and repute say with a capital base of Rs.5 Crores or so;



14.12. All Financial Institutions/Banks which are controlled by RBI or the Govt. of India irrespective of the percentage of Govt. shareholding;

14.13. All public companies with a capital base of Rs.5 Crores provided they have a Scheme for granting Housing Building Advance/Loan to their employees and the mortgage is required for grant of such advances.

15. MISUSE, ADDITIONS AND ALTERATIONS, ETC.:

The flat shall be used only for residential purpose and cannot be put to any other use. The allottee shall not be entitled to sub-divide the dwelling unit or amalgamate it with any other dwelling unit or to make any structural additions/alterations.

16. RESPONSIBILITY FOR THE MAINTENANCE OF COMMON PORTIONS AND COMMON SERVICES, ETC.:

16.1. Every allottee shall be required to become a member of the Registered Agency/Association of Apartment Owners to be formed for the purpose of maintenance of common portions and common services for these housing pockets, in accordance with the provision of the law in force for the time being i.e., DDA (Management & Disposal of Housing Estate) Regulation 1968 in this behalf before the possession of the flat is handed over to him/her. **Only one RWA will be registered for one pocket which will be considered as one Housing Estate. All allottees of each pocket shall mandatorily have to become member of the concerned RWA.**

16.2. The following method regarding Maintenance charges is applicable for this scheme with regard to HIG, Super HIG and Penthouse flats at Sector 19B (Golf View Condo), Dwarka & MIG flats at Sector 14, Dwarka.

i. **Upfront Payment as Corpus Fund:** An upfront maintenance charges would be collected as part of the price towards the flat for creation of a "Corpus Fund" as mentioned in the following table:

Unit Typology / Category	Amount of Corpus fund (in INR)	GST @18%	Total
MIG	1,50,000/-	27,000/-	1,77,000/-
HIG	2,50,000/-	45,000/-	2,95,000/-
Super HIG	3,00,000/-	54,000/-	3,54,000/-
Penthouse	3,50,000/-	63,000/-	4,13,000/-

- The corpus fund will be used for major maintenance works carried out in the Housing Estate i.e., the concerned housing pocket.
- Once the RWA is formed for the concerned housing pocket, this fund will be handed over to them by DDA for future maintenance of the housing pocket.

ii. **Monthly Maintenance Charges:**

- For regular day to day recurring maintenance of the housing pocket, a minimal charge of Rs 2 to Rs 3per sq. ft. per month (on plinth area) will be taken by the DDA.

Unit Typology / Category	Monthly Maintenance Charge per sq. ft. per month (in Rs)
MIG	2.00
HIG	2.50
Super HIG	3.00
Penthouse	3.00

GST@18% will be applicable on the above charges.

- The monthly charges will be taken up as an upfront payment for 1 year as part of the pricing. Moreover, in case the RWA is not formed within 1 year, the same will be taken up on actuals (actual) for consecutive years and the necessary arrangement for the same would be communicated to the residents for implementation.

Charges mentioned at (i) & (ii) above i.e., upfront payment as corpus fund & monthly maintenance charges for 1 year **would not be included in calculation of the reserve price. The same would be charged in the demand at the time of issuance of demand cum allotment letter.**

16.3. The demand cum allotment letter will include the Upfront Payment as Corpus Fund & Monthly Maintenance Charges for 1 (one) year as stated in para 16.2which are not part of the reserve price. DDA will undertake day to day maintenance from the amount collected towards maintenance charges for a period of 1 (one) year or formation of RWA whichever is earlier. In case the RWA is formed before completion of 1 year the balance maintenance fund will be transferred to the RWA registered with DDA. The fund becomes operative from the date the first demand-cum-allotment letter is issued.

16.4. With regard to the MIG Flats at Sector 16B & 19B, Dwarka, the maintenance charges will be levied in the same manner as stipulated in the brochure of Housing Scheme 2021 in which these flats were initially offered. For the purpose of major (capital nature) maintenance, for a period of 10 (ten) years, contribution towards the maintenance fund shall be recovered from the allottees. The Scheme requires that the entire maintenance funds collected would be placed in a corpus as an escrow account and maintenance works (Capital nature) would be undertaken out of the interest earned from the corpus. The fund will be apportioned to the RWAs registered with DDA and will be managed by a committee in which DDA will be represented by the Executive Engineer of the concerned zone. The civil and electrical maintenance of all the newly constructed flats will be carried only from the interest arising out of the corpus created for maintenance. In case, there is any shortfall, the concerned RWAs, registered with DDA, will have to bridge the gap through contribution from the allottees and DDA will not contribute any fund towards maintenance. The fund becomes operative from the date the first demand-cum-allotment letter is issued. These maintenance charges would not be included in calculation of the reserve price. The same would be charged in the demand at the time of issuance of demand cum allotment letter. **These charges will vary from Rs 4.26 Lakhs to 4.96 lakhs per flat.**

16.5 The individual flat owners will be fully responsible for all internal maintenance of their flats after they take over the possession.

16.6. Day to day maintenance including maintenance of green areas, cleanliness of campus/ colony/ housing pocket, replacement of light fittings in common areas, maintenance and operation of lifts, payment of electricity bill for common areas etc. will be the responsibility of concerned RWA.

16.7. For common areas which are common to several housing pockets/colonies, the responsibility of maintenance will be with urban body, after the area is handed over to the urban body. Till such time that the area is handed over to urban body, maintenance will remain with DDA. While handing over, DDA will clearly mark the area to be maintained by the urban body and area to be maintained by RWAs.

16.8. Those facilities which are common to more than one RWA like Community Centre, Gyms etc. will be maintained by DDA.

17. MIS-REPRESENTATION OR SUPPRESSION OF FACTS: -

If it is established that the applicant has applied although he was not eligible as per conditions laid down in Clause 5 or has falsely claimed the benefit of reservation or has given false affidavit/information including quoting wrong PAN number or suppressed any material fact at any time whatsoever, the application/ allotment will be rejected/cancelled summarily without issuing any show cause notice for the same and the entire amount deposited by the allottee will be forfeited. This would be without prejudice to DDA's right to take such other action as may be permissible in law, including lodging a police complaint/FIR for misrepresentation to a Govt. Authority,etc.

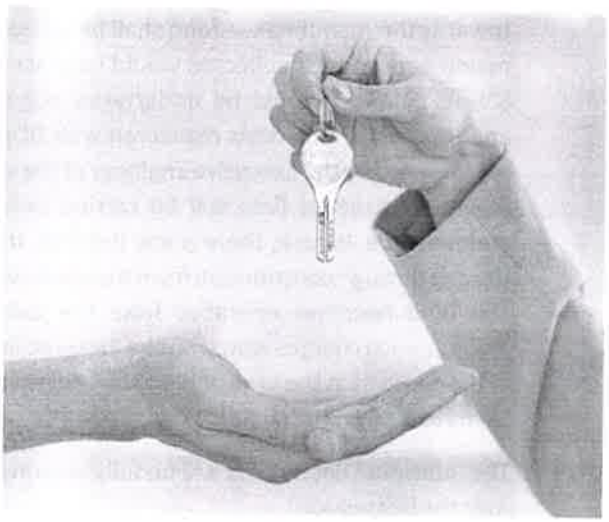
18. POSSESSION OF FLATS: -

18.1. The allottee shall be entitled to take possession only after he/she has paid all the dues and completed all the requisite formalities, and furnished/executed all the required documents mentioned in the scheme brochure /the demand-cum-allotment letter.

18.2. Possession letter will be issued through online mode only, and the allottee has to upload self-attested copies of the requisite documents.

18.3. After issuance of Possession letter, allottee has to take physical possession. If the allottee does not take possession of the flat within 3 months from the date of issue of possession letter, he/she shall be liable to pay watch and ward charges at the prescribed rates beyond the period of 3 months from the date of issue of possession letter.

18.4. The flats are being offered on "as is where basis". DDA will not entertain any request for additions or alterations or any complaints whatsoever, regarding property circumstances as defined in Regulation 19 of the DDA (Management & Disposal of Housing Estate) Regulation 1968. DDA shall also not entertain a complaint about price of flat, its design, the quality of material used, workmanship or any other defects.



18.5. In case allottee has deposited the full price but has not submitted the requisite documents/ formalities within 3 months from the date of payment of full price, applicable watch and ward charges will be levied upon him/her for the period delayed beyond 3 months and up to the month in which the complete documents are submitted or formalities are completed. In any case, the possession of such flat should be taken over as early as possible, to avoid such watch & ward charges.

19. CONVEYANCE DEED: -

19.1. The Conveyance Deed (Free Hold Deed) papers will be issued online after receiving a request by allottee after taking over physical possession of the flat. The allottee may reserve a date for execution of Conveyance Deed online. The expenditure on e-stamping and other expenses on account of registration of Conveyance Deed, etc. in this regard shall be borne by the allottee.

19.2. The allottee shall not be entitled to transfer or otherwise part with the possession of the whole or any part of the flat before execution of Conveyance Deed. In the event of sale/ transfer being made without execution and registration of Conveyance Deed, such sale/transfer shall not be recognized by DDA and allotment of such flats will be cancelled.

19.3. The Conveyance Deed in the prescribed format transferring the title to the flat shall be executed in favor of the original allottee, only after taking over physical possession of the flat, which shall be registered with the Sub-Registrar as per law, upon receipt of all other dues provided the original allottee has not in any manner sold, transferred or alienated the whole or any part of the flat by any agreement, of whatsoever nature and/or parted with possession thereof.

19.4. Date of execution of Conveyance Deed will be reserved by allottee through online mode only. Allottees are required to upload the copy e-stamp papers of the requisite value before reservation of date of execution of conveyance deed. On the reserved date, Allottees will have to come with all the original documents for the purpose of verification.

19.5. In the event of death of the original allottee prior to execution of Conveyance Deed, the Conveyance Deed shall be executed in favor of the legal heir(s) of the original allottee, as per policy/guidelines of DDA in respect of mutation.

20. STATUS OF THE ALLOTTEE:

All allotments shall be made on free hold basis. However, the title shall be transferred only when the Conveyance Deed is executed in favor of the allottee and it is registered in the office of the sub-Registrar, GNCTD. For Persons with Disability (Divyangjan) Conveyance Deed will be executed after realization of entire price of flat along with interest and other dues if any in case they choose to get allotment on hire -purchase basis.

21. INSPECTION OF FLAT:

21.1. The applicants are advised to visit the site and inspect the flats and satisfy themselves with regard to location, size and price of flats before applying under this scheme.

21.2. Sample flats are located at following locations and will be available for inspection of Public on ALL SEVEN DAYS from 10:00 AM to 06:00 PM. During the period of the scheme, a representative of DDA will be available On-site during these hours to facilitate inspection. The contact numbers and addresses of the concerned Divisional Executive Engineers to facilitate visit and inspection of the sample flat is as below:

Location	Flat Category	Address of sample flat	Name of Divisional Executive Engineer/ Nodal officer & Contact No.
Dwarka, Sector-19B	Penthouse	E-1202	1. Sh. Afzal Husain, AE(DPD-4): 8875044794 2. Sh. Ritesh, JE(DPD-4): 8083583353
	Super HIG	E-201	
	HIG	E-203	
Dwarka, Sector-14	MIG	B-1104	1. Sh. Pulkit Agarwal, JE(Civil): 9557420953 2. Ms. Asha, AE(Civil): 7985822238
Dwarka, Sector-16B, Pkt II	MIG	Flat No. 227	Sh. Anil Bansiwal, 8595805953
Dwarka, Sector 19B, Pkt 3	MIG	Flat No. 128	Sh. Anil Bansiwal, 8595805953

21.3. A dedicated call Centre will also start functioning at Vikas Sadan from the date of launch of the Scheme, for resolving the issues of general public, if any.

22. PREFERENTIAL ALLOTMENT: -

22.1. 5% reservation is kept for persons with disability (Divyangjan) as defined in Section-37(a) of the Rights of persons with Disabilities Act, 2016.

22.2. The allotment belonging to persons with disability (Divyangjan) will have two options of payment i.e., allotment on hire purchase basis or on cash down basis. The initial payment in case of hire purchase allotment would be 25% of the total price i.e. H1 bid value. The rate of interest charged is simple interest @10% p.a. on monthly reducing balance.

22.3. 5% rebate in the price i.e. H1 bid value subject to a maximum of 1.00 lakh will be given to such allottees who are allotted flat under the above quota. The other conditions of allotment will remain the same. The conveyance deed papers will be executed in the name of original allottees only.

22.4. The letter of allotment of such flats would specifically state that alienation of possession of the flat prior to 15 years or payment of price of flats with interest and other dues whichever is earlier, from the delivery of possession to the allottee would result in automatic cancellation of the flat and under no circumstances such cancellation would be withdrawn. In addition, the Conveyance Deed for all such cases would also include the following specific clause which would be included in the letter of allotment itself and the allottee should by way of affidavit specifically agree to the same being a part of the conveyance deed before the possession of the flat is delivered to the allottee.

22.5. The proposed clause would be as follows:

"That the allottee/vendee specifically agrees that he shall not part with possession of the whole or any part of the flat at any time prior to the expiry of 15 years or payment of price of flats with interest and other dues whichever is earlier from the date of actual delivery of possession thereof by the vendor to the allottee/vendee and to that limited extent, the title in the properly shall be deemed to continue to vest in the vendor. It is further specifically agreed that the case the allottee/vendee violates terms of the present conveyance deed, the entire conveyance deed shall be deemed to be void and, in that eventuality, the vendor shall be entitled to take back possession of the demised property from the allottee/vendee"



22.6. In case the allottee/vendee dies prior to the expiry of the stated period of 15 years, his/her legal representatives and heirs shall be bound to honor the stated condition, but shall be entitled to occupy the said flat.

22.7. The concession shall be applicable to persons who come within the meaning of disability as defined in the Persons with disabilities (Equal Opportunities, protection of Rights and Full Participation) Act 2016 and duly certified by a Medical Board.

22.8. The permissible benefit under this clause will be given only to those applicants who have been allotted the flat under 5% reserved quota. If the flat is allotted under general category, the above benefit will not be extended to them in any case or manner whatsoever and they will neither claim such benefits nor any requests in this regard will be entertained by the DDA.

23. OTHER GENERAL CONDITIONS:

23.1. DDA reserves the right to alter any terms and conditions/clause of the Scheme brochure at its discretion as and when considered necessary.

23.2. DDA reserves the right to increase or decrease the number of flat on offer under the Scheme. DDA also Reserves the right to withdraw some/all flats depending on the circumstances.

23.3. The allotment under this Scheme shall be on the terms and conditions contained in this brochure, demand cum allotment letter and the DDA (Management & Disposal of Housing Estate) Regulations, 1968 as amended from time to time.

23.4. As per provisions contained in Regulations No.17 of DDA (Management & Disposal of Housing Estate) Regulations 1986, all rates' fees, taxes, charges assessment of municipal taxes and levies of whatsoever nature shall be borne by the allottee of the Registered Agency/ Association of Apartment Owners; as the case may be and shall be payable by the allottee of Association of Apartment Owners'/Registered Agency within the periods specified in this behalf.

23.5. Except pricing any dispute pertaining to the scheme shall be subject to the jurisdiction of Courts/Consumer Court at Delhi/New Delhi only.

23.6. In all the correspondence within DDA regarding allotment etc., the applicants are advised to quote their Application No., File No, etc., and such correspondence be addressed to Dy. Director concerned D'-Block, Vikas Sadan DDA, New Delhi-110023.

23.7. In case of any grievance, the applicant can contact Director (H)-I/Director (H)-II, Commissioner (Housing), Principal Commissioner (Housing) or the Vice Chairman, DDA during their Public Hearing days. However, on financial issues, the applicant is advised to first contact Financial Advisor (Housing), D-Block 1st Floor Vikas Sadan, New Delhi-110023.

23.8. It is not possible to check the eligibility of applicant at the time of acceptance of the application. Applicants in their own interest should carefully fully go through the eligibility conditions before submitting their application. Those applicants who do not fulfill eligibility criteria would not be entitled for allotment of flats if at a later stage it is detected that they are not eligible under the Scheme.

23.9. The demand-cum-allotment letter will be issued on the basis of information/document furnished by the applicant in the Application Form for allotment of flat. In case, it is found at any stage that the documents/ information furnished by the applicant are incorrect/ false/ untrue, the allotment shall stand cancelled automatically without any notice and the claim of the applicant in such cases will not be entertained. The whole amount, including EMD, will be forfeited.

Annexure A

Details of Flats and Tentative Reserved Price				
S.No.	Locality	No. of Flats *	Approx. Range of Plinth Area of flat (in Sqm.)**	Broad Range of Tentative Reserve Price (Rs. In Lakh) ***
		Penthouse		
1	Dwarka, Sector 19B, Phase-II	1	424.767	519
		Super HIG		
2	Dwarka, Sector 19B, Phase-II	4	211.657	259
		HIG		
3	Dwarka, Sector 19B, Phase-II	21	171.5 to 186.09	210 to 228
		MIG		
4	Dwarka, Sector 14, Phase II	98	116.27 to 132.35	128 to 147
5	Dwarka, Sector 16B, Pkt II	14	120.35 to 132.77	129 to 143
6	Dwarka, Sector 19B, Pkt 3	35	119.66 to 129.98	131 to 143

Note:

*Number of flats may change at the time of launching of the scheme and number of flats at particular pocket may be changed subject to availability.

** Plinth Area includes common area and it may vary from flat to flat.

*** The demand letter for a flat will be issued as per eligible H1 bid received against that flat. Therefore, the demand amount will vary amongst flats depending on amounts of H1 bids. The tentative reserved price does not include maintenance charges, conversion charges and water connection charge. These charges will be included at the time of issuance of demand letter. The details of maintenance charges are given in clause 16.

Every penthouse & Super HIG will be entitled to have two (2) parking space and every HIG & MIG will be entitled for one (1) parking space.

Annexure B

AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper/e-stamp paper of Rs. 10/- and shall be attested by Magistrate/Sub-Judge/Notary Public and an extra stamp worth Rs. 5/- should be affixed thereon.)

Affidavit of Sh. /Smt._____s/o/d/o/w/oShri_____r/o_____ solemnly affirm and state as under:

1. I am a citizen of India.
2. I have attained the age of majority at the time of applying under DDA Dwarka Housing Scheme 2024 (e-Auction). My Date of Birth is _____
3. That the joint applicant under the Scheme is my _____ (relationship), as per provision of Clause 5 of the Scheme Brochure.
4. I have not sold, transferred, assigned or parted with the possession of the whole or any part of the residence at No. _____allotted to me against my Application No. _____in the e-Auction held on _____by the DDA. That I have not executed any Sale Agreement, Power of Attorney or Agreement to Sale in favour of anybody.
5. That, I,_____S/o D/o W/o Shri_____r/o_____applied for allotment of MIG/HIG/Super HIG/Penthouse flats under DDA Dwarka Housing Scheme 2024 (e-Auction) - vide Application No._____ and that I have been allotted a flat No. _____, Pkt._____Sec._____, Locality _____vide allotment letter No. _____dated _____. That I am entitled for possession of the flat.
6. That Sh./Smt._____s/o d/o Shr._____is my legally wedded wife/husband.
7. I have read, understood and before filling the Application Form I have accepted all the terms and conditions of the DDA Dwarka Housing Scheme 2023 (e-Auction) and I have inspected the flat allotted to me and satisfied with the general condition of the flat/area.

DEPONENT

VERIFICATION:

I, _____, do hereby verify that the facts mentioned in Paras 1 to 7 above are correct to the best of my knowledge and belief and nothing is false therein and nothing material has been concealed.

DEPONENT

Place .....

Date .....

Annexure C

UNDERTAKING

(NOTE: This undertaking should be on a non-judicial stamp paper/e-stamp paper of Rs. 10/- shall be attested by Magistrate/Sub-Judge/Notary Public and an extra stamp worth Rs. 5/- should be affixed thereon.)

WHEREAS, I, _____ S/o/D/o/W/o Shri _____ R/o _____ on an application made to the Delhi Development Authority under the Delhi Development Authority (Management & Disposal of Housing Estates) Regulations, 1968 (hereinafter called the said Regulation) have been allotted a _____ (hereinafter called the flat.

AND WHEREAS under the said Regulation, it is obligatory on my part to form a registered agency with the Vice-Chairman, DDA for the management and administration of the common portions and common services attached to the flats, execute the conveyance deed for the flat and joint lease deed for the land, under the appurtenant to the flats before the possession of the flat is handed over to me.

AND WHEREAS I in my own interest have applied to Delhi Development Authority for the possession of the flat allotted for immediate occupation, before the completion of the various formalities required to be performed by me under the said regulations and execution and Application of the documents provided in the Regulations.

I, _____ S/o/D/o/W/oShri _____ R/o _____ hereby undertake in the event of possession of the flat allotted being given to me that I shall abide by all the terms and conditions that are set forth in the DDA (Management and Disposal of Housing Estates) Regulations, 1968, including the documents containing therein, or may be set forth in the Conveyance Deed for the flat and the joint lease deed for the land under the appurtenant to the flats by the Delhi Development Authority and shall sign and execute the same with the Delhi Development Authority and get the same registered at my own cost and expenses in the manner prescribed under the said Regulations within 90 days from the date of handing over the possession of the flat or such extended period as may be permitted by the Vice Chairman of Delhi Development Authority from time to time and that during the said period of 90 days of such extended period as may be permitted, I shall be responsible for looking after the maintenance of the common service attached to the flat allotted.

I, further undertake that we shall constitute and become, a member of the Registered Agency prescribed under the said Regulation and abide by the constitution, a model form of which I have read and understood.

I, also undertake not to make any addition and alteration in the dwelling unit allotted to me without obtaining prior and written permission from the DDA. It will be open to DDA to cancel the allotment and resume the possession of the dwelling unit, if I fail to fulfill the undertaking given herein.

Signed by me _____ on _____ day of _____.

In the presence of witnesses: -

1.

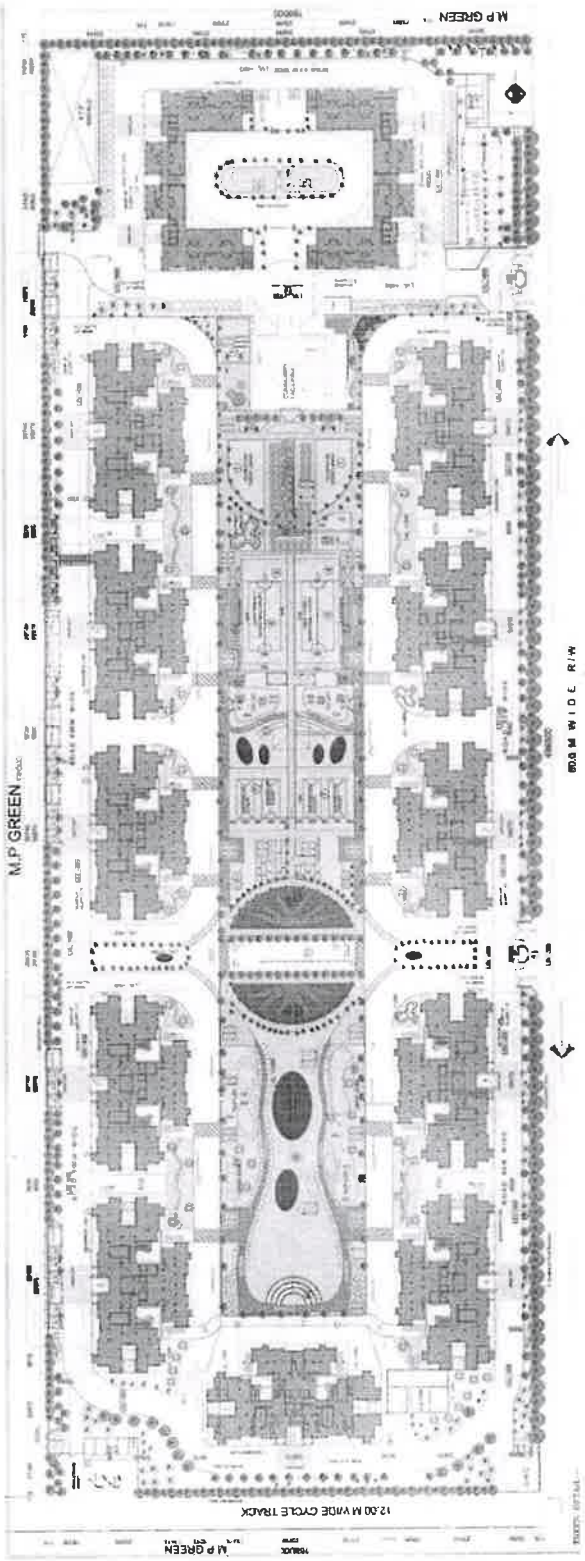
2.

ALLOTTEE

Annexure D

Site layout of Dwarka Sector-19B, Phase-II

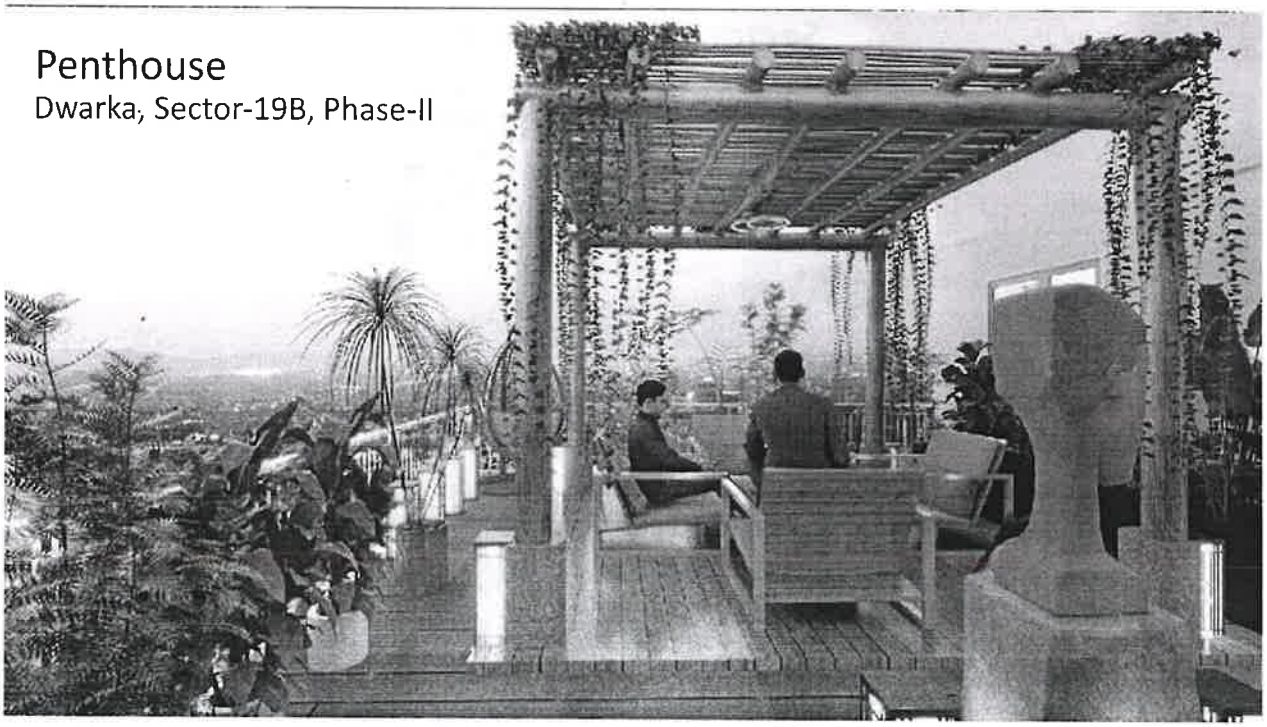
SITE LAYOUT



Annexure D

Penthouse

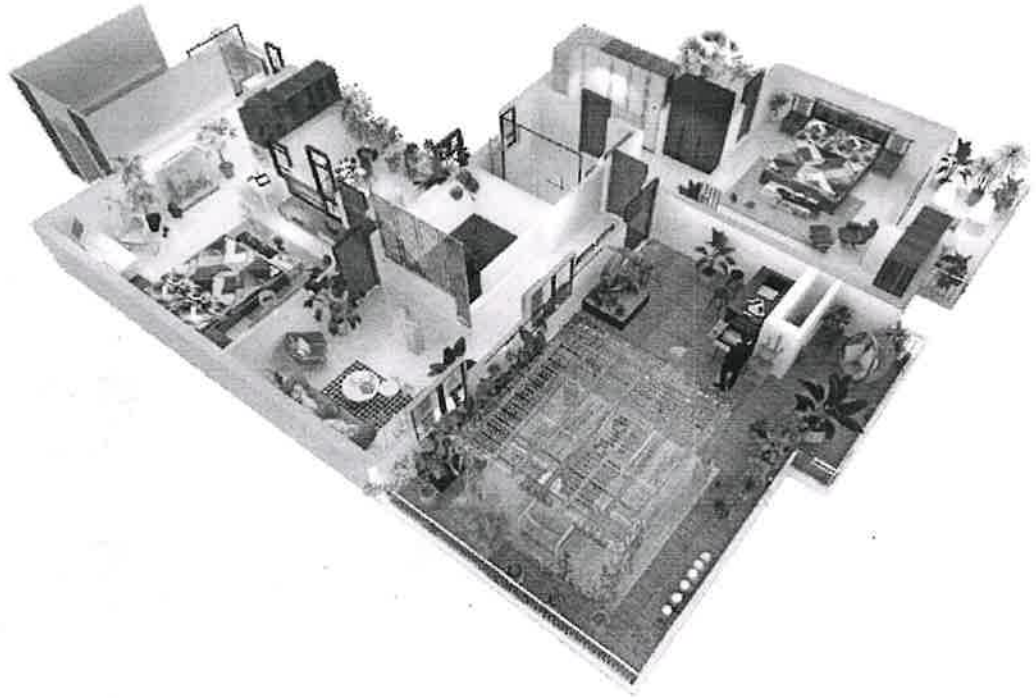
Dwarka, Sector-19B, Phase-II

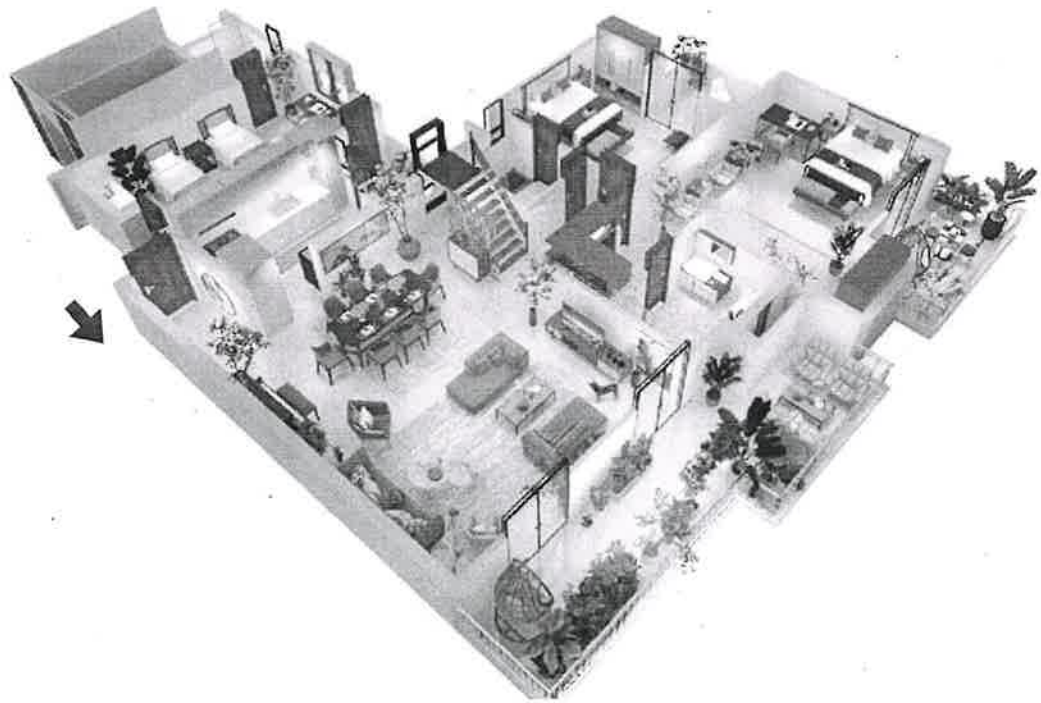




Annexure D

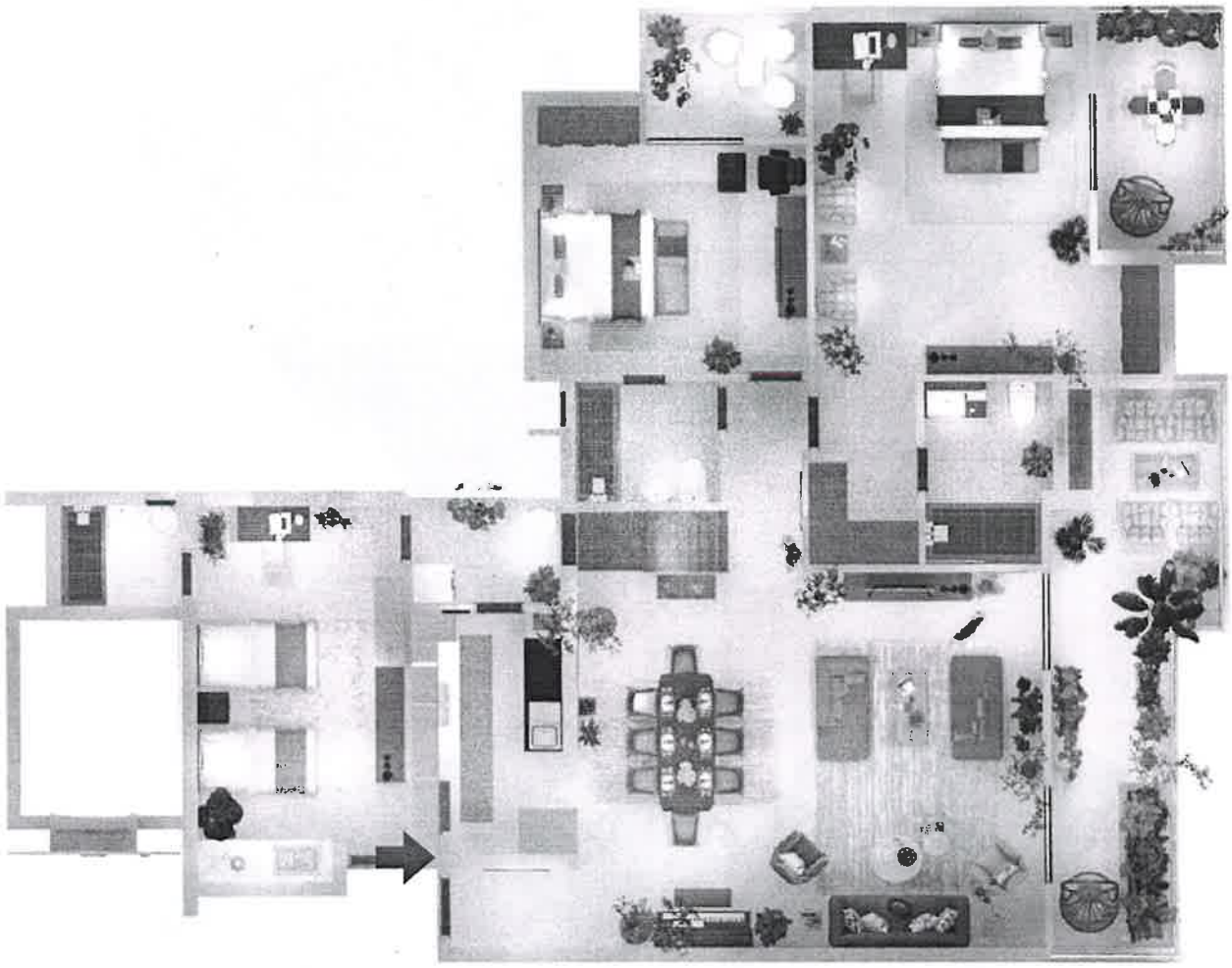
Typical unit plan layout of Penthouse Dwarka, Sector-19B, Phase-II

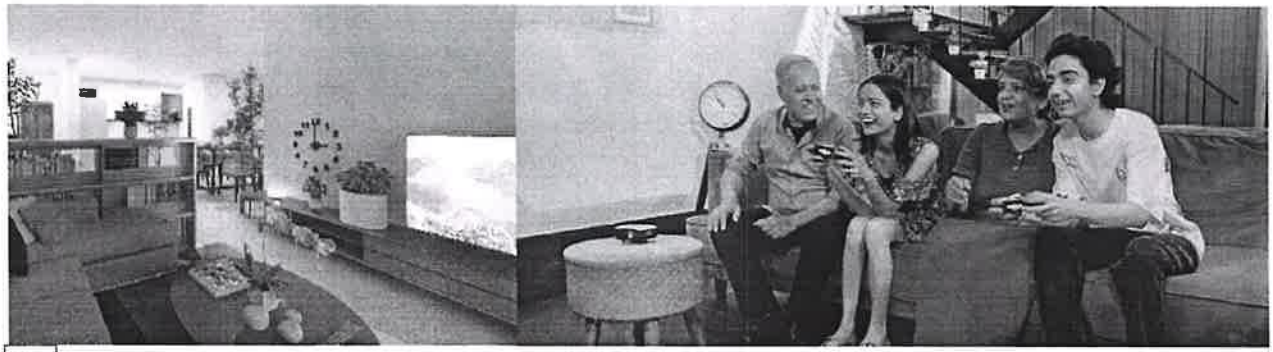




Annexure D

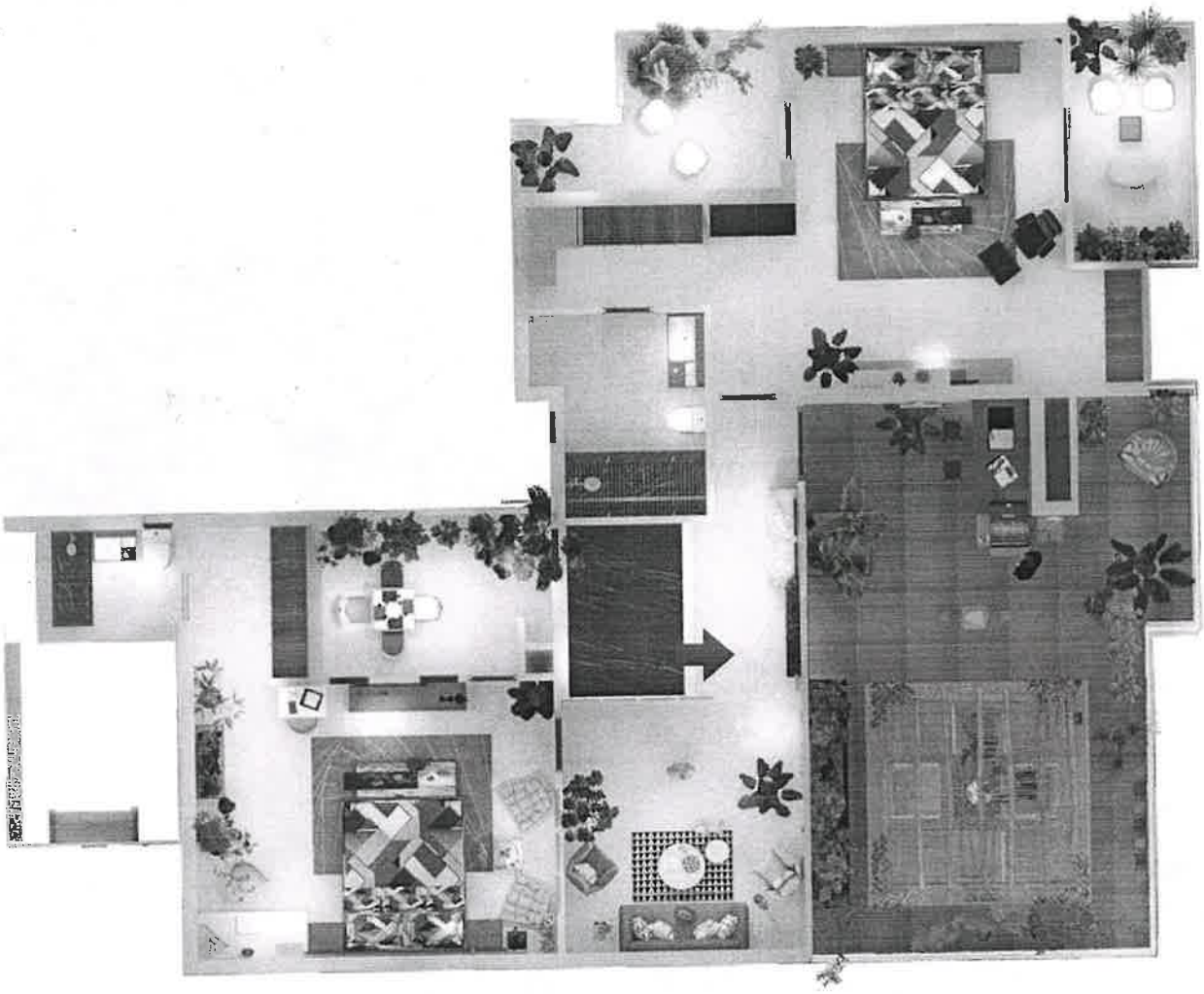
Typical unit plan layout of Penthouse
Dwarka, Sector-19B, Phase-II
(Lower Floor)

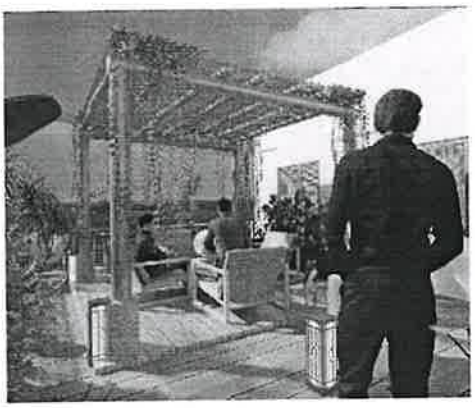




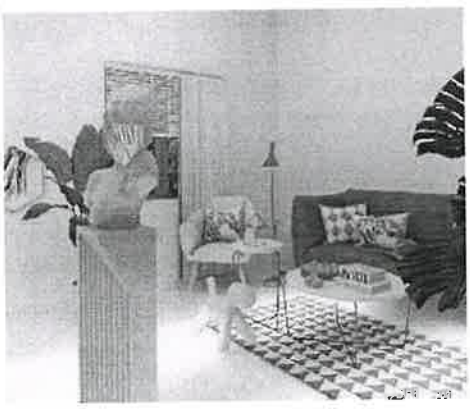
Annexure D

Typical unit plan layout of Penthouse
Dwarka, Sector-19B, Phase-II
(Upper Floor)





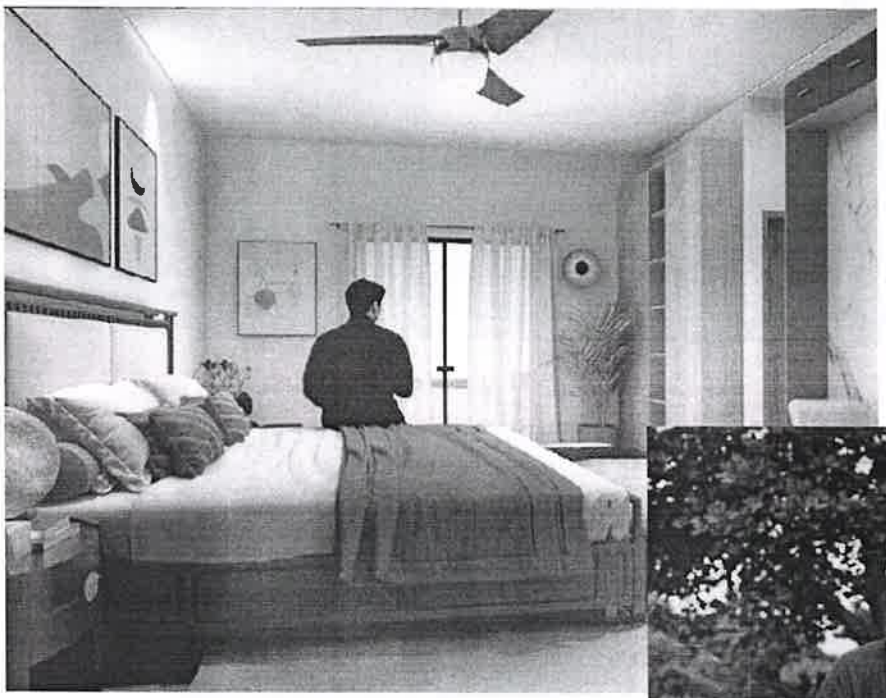
Private Terrace

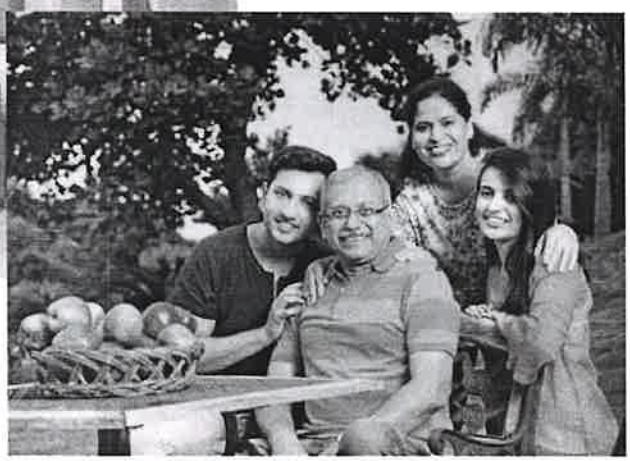


Family Lounge

Annexure D

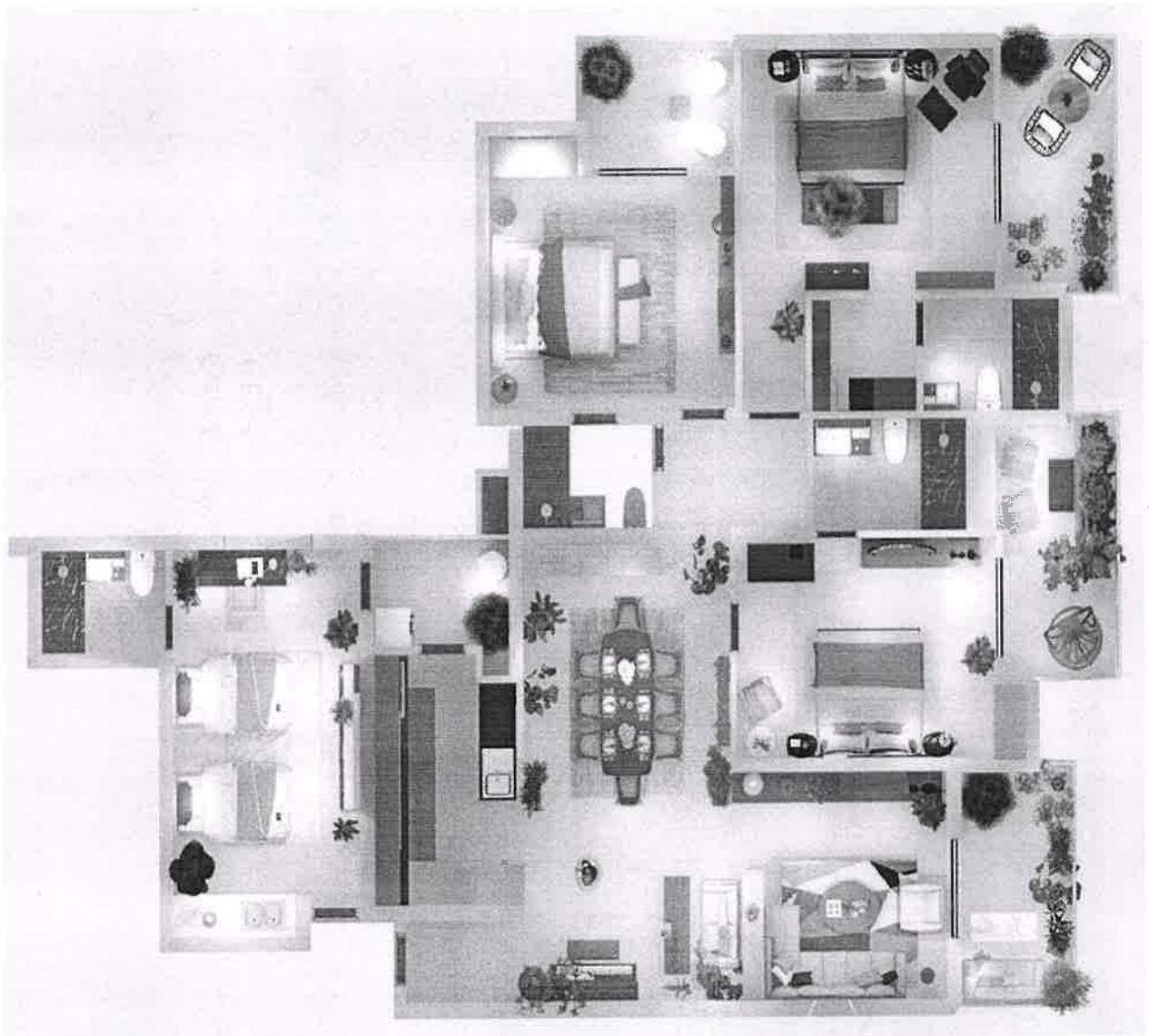




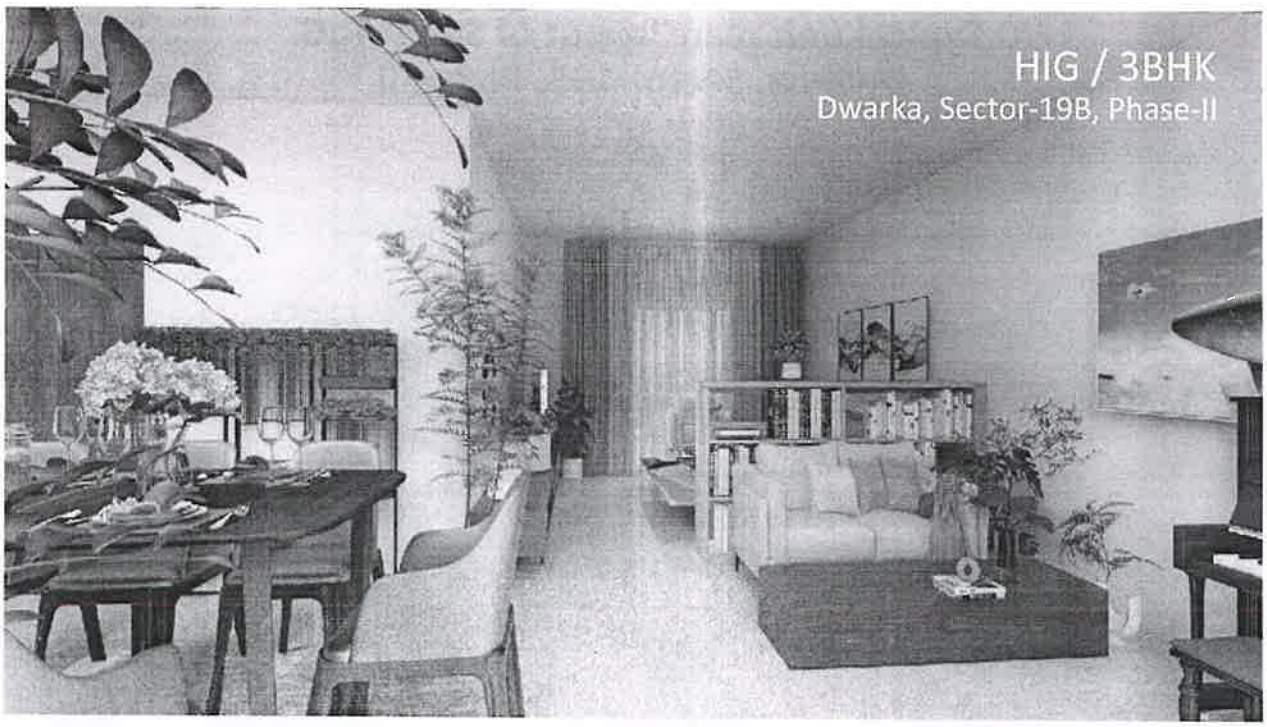


Annexure D

Typical unit plan layout of Super HIG Dwarka, Sector-19B, Phase-II



Annexure D

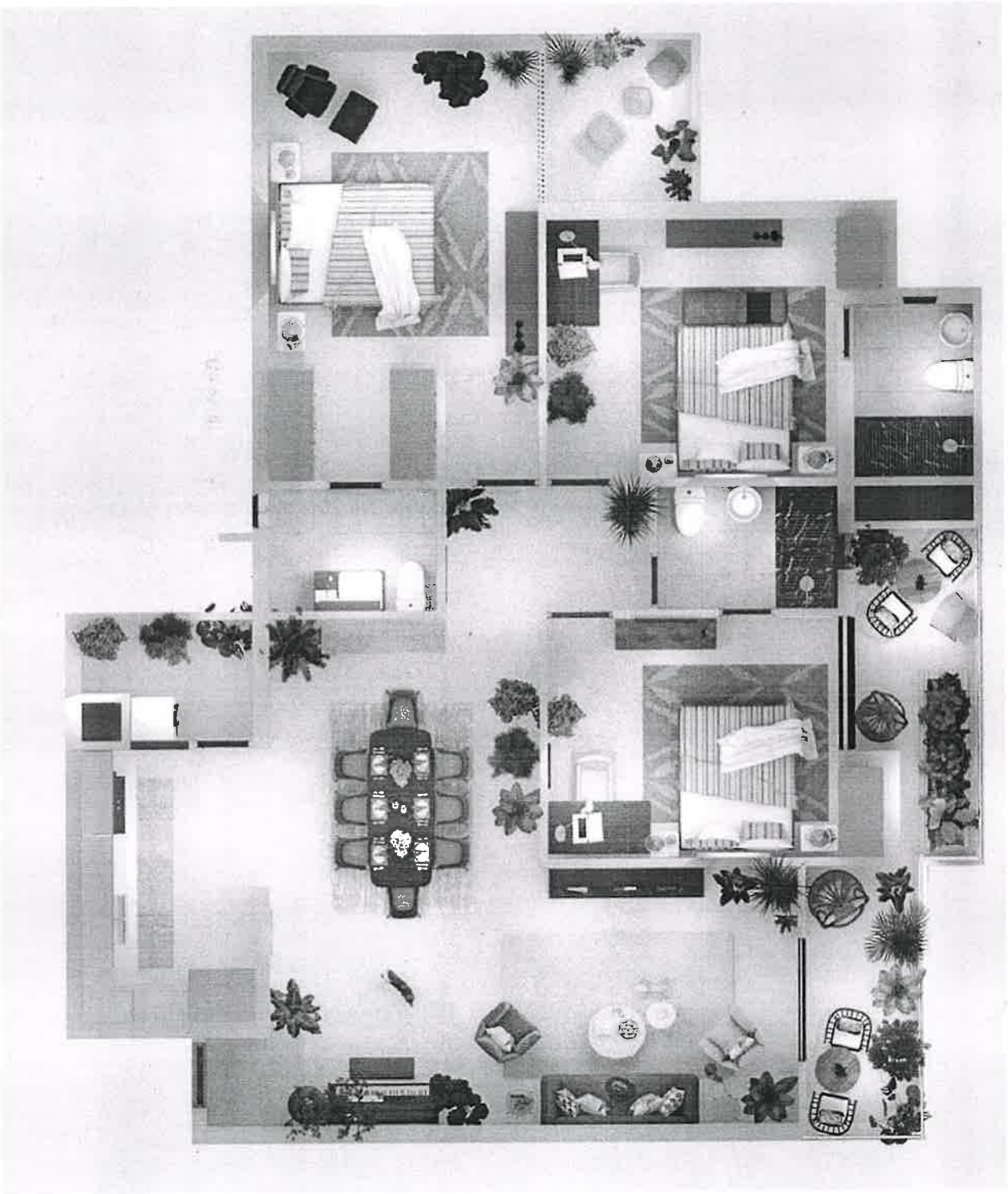






Annexure D

Typical unit plan layout of HIG
Dwarka, Sector-19B, Phase-II



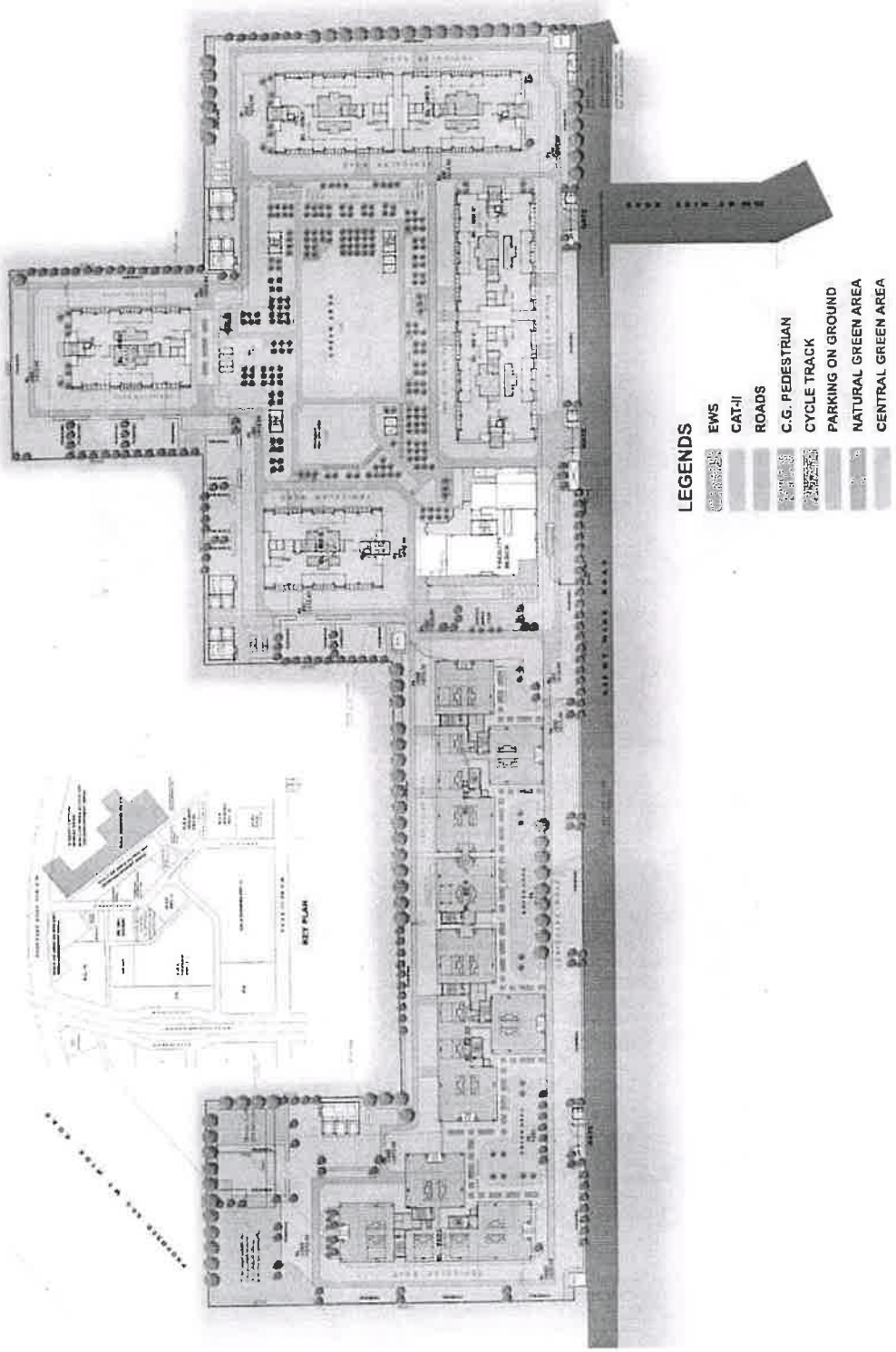
Annexure D





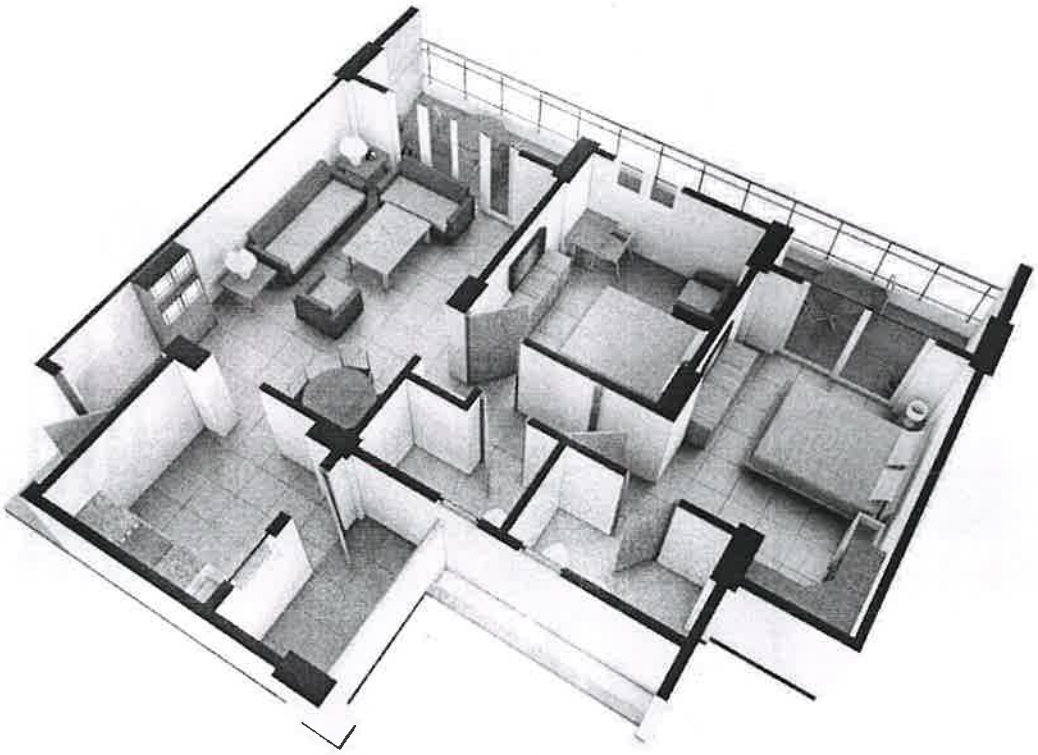
Annexure D

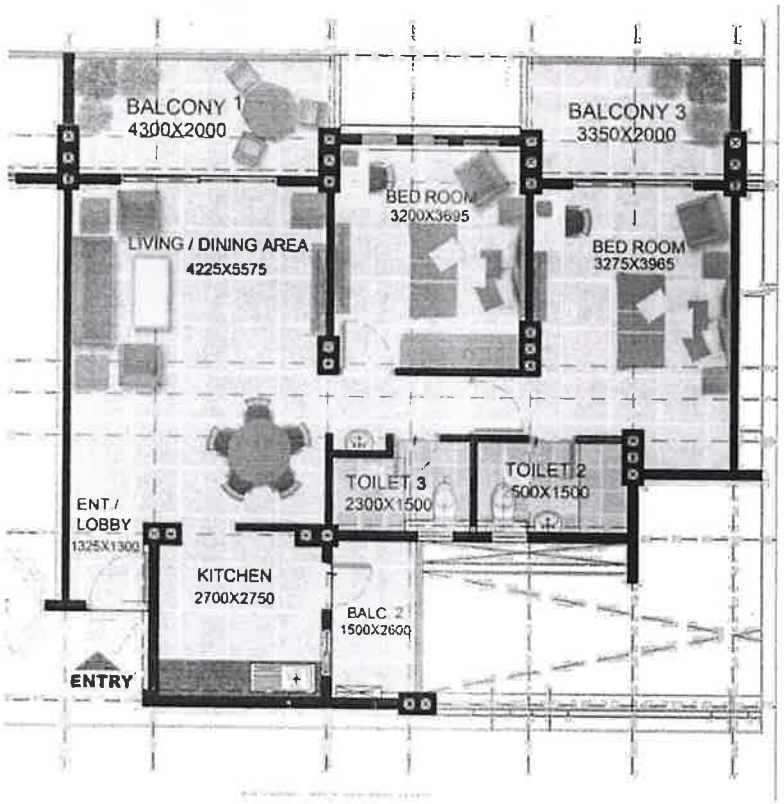
Site layout of Dwarka, Sector-14



Annexure D

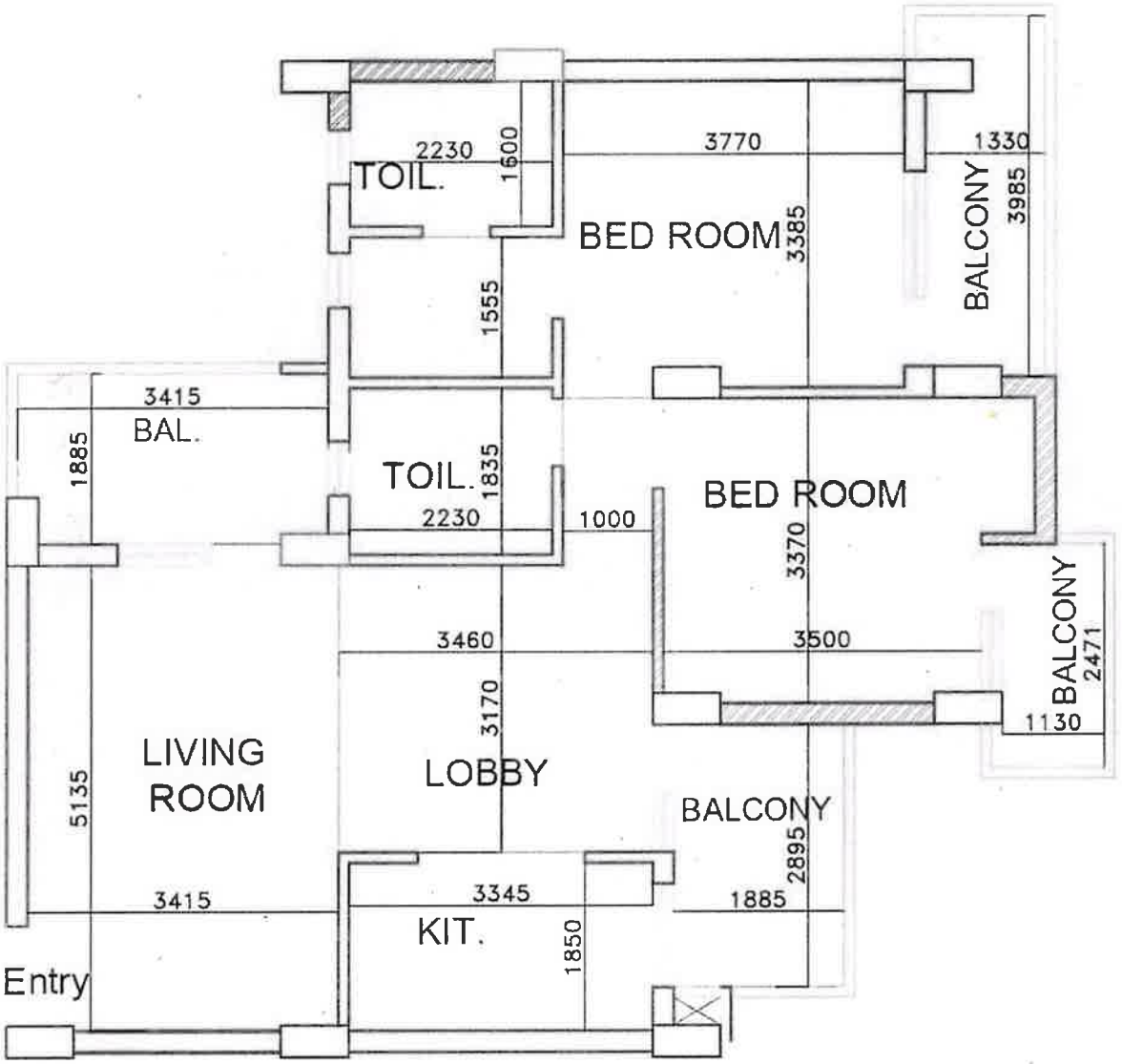
Typical unit plan layout of MIG Dwarka, Sector-19B, Phase-II





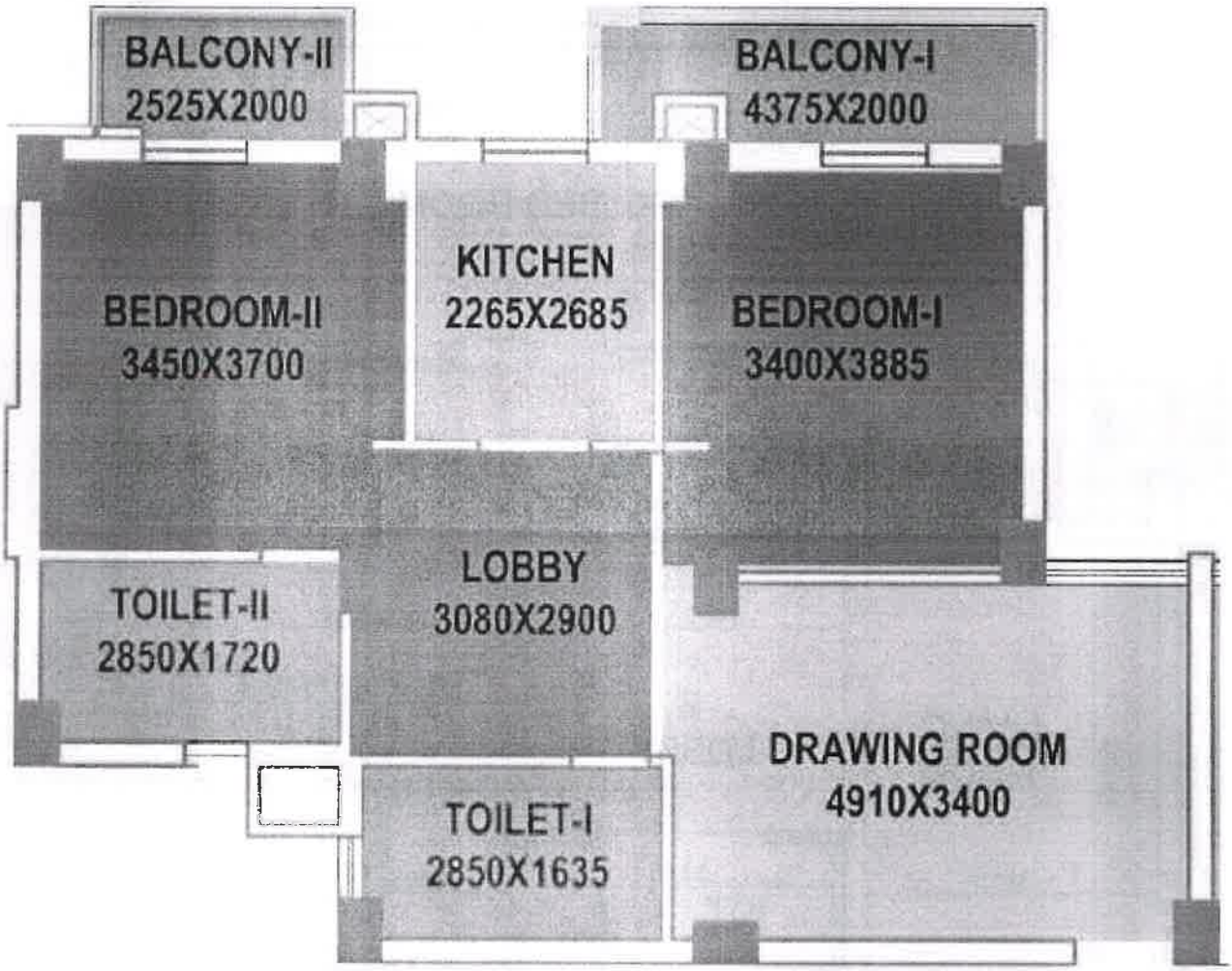
Annexure D

Typical unit plan layout of MIG
Sector 16B, Dwarka



Annexure D

Typical Unit Plan Layout of MIG
Sector 19B, Pkt-3, Dwarka







DELHI DEVELOPMENT AUTHORITY

Room No. 214, IInd Floor, D-Block,
Vikas Sadan, INA, New Delhi-110023.
Website : www.dda.gov.in

Helpline No.: 1800110332

DELHI DEVELOPMENT AUTHORITY

Minutes of the meeting of the Delhi Development Authority held on 30.12.2024 at 3.30 p.m. at Raj Niwas, Delhi.

Following were present:

CHAIRMAN

Shri Vinai Kumar Saxena
Lt. Governor, Delhi

VICE CHAIRMAN

Shri Vijay Kumar Singh

MEMBERS

1. Shri Vijay Kumar Singh
   Finance Member, DDA
2. Shri Sanjay Kumar Khare
   Engineer Member, DDA
3. Smt. Archana Agrawal
   Member Secretary, NCR Planning Board
4. Shri Vijender Gupta, MLA
5. Shri Somnath Bharti, MLA
6. Shri Dilip Kumar Pandey, MLA
7. Shri O. P Sharma, MLA
8. Shri Ashwani Kumar
   Commissioner, Municipal Corporation of Delhi

SECRETARY

Shri Surendra Kumar Meena
Commissioner-cum-Secretary, DDA

SPECIAL INVITEES

1. Shri Dharmendra
   Chief Secretary, GNCTD
2. Shri Naveen Kumar Chaudhary
   Addl. Chief Secretary (UD), GNCTD

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3. Dr. Vipul Aggarwal
Principal Commissioner (Landscape, Systems and Horticulture), DDA

4. Shri Chittaranjan Dash
Principal Commissioner (Personnel, Coordination, Housing, PMAY, Sports & CWG), DDA

5. Shri Ravi Shankar
Principal Commissioner (Land Disposal, Land Management, Land Pooling & PM-UDAY), DDA

6. Chief Planner
Town and Country Planning Organization

Also Present:

1. Shri Ashish Kundra
Pr. Secretary to Lt. Governor, Delhi

2. Shri Surendra Singh
Secretary to Lt. Governor, Delhi

3. Smt. Harleen Kaur
Special Secretary to Lt. Governor, Delhi

4. Smt. Sonika Singh
PS to Lt. Governor, Delhi

5. Shri Abhijeet Rai
Press Secretary to Lt. Governor, Delhi.

I. Lt. Governor Hon'ble Lt. Governor, Delhi/Chairman, DDA welcomed all the Members of the Authority, Special Invitees and senior officers present in the meeting of the Authority.

II. A PowerPoint presentation was made by the VC, DDA, highlighting the initiatives, progress, and achievements accomplished in recent times. All members appreciated the commendable efforts made by the DDA under the guidance of the Hon'ble Lt. Governor and stressed on the importance of continuing such initiatives, as they play a vital role in driving the overall development of Delhi.

Item No. 63/2024

Confirmation of minutes of the meeting of the Delhi Development Authority held on 28.11.2024 at Raj Niwas, Delhi.
F.2(05)2024/MC/DDA/

The minutes of the meeting of the Delhi Development Authority held on 28.11.2024 were confirmed as circulated.

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Item No. 64/2024

Action Taken Report on the minutes of the meeting of the Delhi Development Authority held on 28.11.2024.
F.2(05)2024/MC/DDA/Pt.

Action Taken Report on the minutes of the meeting of the Delhi Development Authority held on 28.11.2024 were noted.

Item No. 65/2024

Proposal for change of Land Use of various land parcels earmarked for PSP, Commercial & Cricket Stadium in sector G-2/G-6, G-3/G-4 & IFC in Narela Sub-City (Zone P-I).
F.No. PLG/MP/0005/2024/F20

The proposal contained in the Agenda Item was approved. Public Notice for inviting objections/suggestions be issued under Section 11-A, of the DD Act, 1957.

Item No. 66/2024

Proposed change of land use of railway land measuring 4.63 Ha located at Shakurbasti, falling in Planning Zone-G from 'Transportation (Circulation-Rail)' to 'Residential (RD)' under section 11 (A) of DD Act, 1957 for Group Housing Project.
F.No. PLG/0013/2022/-AD (PLG-ZONE G)AP-III)

The proposal contained in the agenda item was approved. Public notice for inviting objections/suggestions be issued under Section 11-A of DD Act, 1957.

Item No. 67/2024

Proposal for policy guidelines to be followed by Developer Entities (DEs) for disposal of EWS units developed by them.
F.No. E/312/0002/2022/CGHS/DW-JANTA II

Authority approved the proposal as contained in the Authority agenda subject to the modification of drafting and consequential nature, if any, which may be made in consultation with the Chief Legal Advisor.

Item No. 68/2024

Proposal for offering special discount of 20% in the flats available under DDA Sasta Ghar Housing Scheme 2024 & DDA Madhyam Vargiya Housing Scheme 2024 for different disadvantaged sections of society for ensuring accessibility to affordable housing.
F.No. F/1/0172/2024

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The Authority approved the proposal as contained in the Authority agenda with the following modifications:

1. Instead of 20%, a discount of 25% be offered to the different disadvantaged sections.
2. Auto rickshaw drivers, cab drivers operating in Delhi having permit and registration in his name should also be included.
3. Persons registered under **PM SVANIDHI** scheme to be also included as one of the under privileged sections with regard to offered EWS and LIG flats at Narela, Loknayak Puram and Siraspur.

Item No. 69/2024

Proposal for launching of Special Housing Scheme with 20% discount for Building & Construction workers registered with Delhi Building and other Construction Workers Welfare Board (DBOCWWB).
(DBOCWWB)
F.No. F/1/0173/2024/CORD/-O/o- PC (Housing)

Authority approved the proposal as contained in the Authority agenda with the following modification:

1. Instead of 20%, a discount of 25% be offered
2. All registrants with **PM VISHWAKARMA** scheme to be also included under the eligible category for availing this discount offer.
3. Building and other constructions workers registered with DBOCWWB as on 31.12.2024, will be given benefit under the scheme after due verification process.

Item No. 70/2024

MODIFICATIONS IN THE 'REGULATIONS FOR SETTING UP OF FUEL STATIONS ON PRIVATELY OWNED LANDS IN NCT OF DELHI' DATED 08.03.2019.
E- File No. PLG/MP/0003/2020/F-7

The proposal contained in the Agenda Item was approved. The matter will be forwarded to the Ministry of Housing and Urban Affairs, Govt. of India, for approval and issuance of final Notification by DDA.

It is further clarified that regarding setting up of EV charging Infrastructure on the plots already allotted and being used for CNG Stations by IGL, a letter has already been issued by DDA giving in principle NOC for setting EV charging stations subject to meeting the conditions mentioned in Guidelines and Standards issued by Ministry of Power as also any other

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relevant Guidelines/ conditions of standards prescribed as applicable for installation of charging infrastructure for EVs, including adherence to any safety guidelines.

Item No. 71/2024

Proposal for launching of DDA Special Housing Scheme 2025 (E-Auction) for sale of available HIG, MIG & LIG flats in various sought after localities on "as is where is" basis:
F.No. F/1/0174/2024/CORD/-O/o PC (HOUSING)

The Authority approved the proposal as contained in the Authority agenda.

"Other Points" raised by the Members of the Authority

Somnath Bharti

1. The gate of the Vijay Mandal Park has been demolished and closed due to which residents of neighbourhood colonies are facing difficulties. PC (Hort) and Hon'ble Member to visit the site.
2. Burial ground of Hauz Khas village has been sealed. Residents are facing difficulties for cremation as the land for the same was not compensated. It was directed that the matter be examined.
3. Allotment of land/space in SDA for the office of RWA is still awaited.
4. A piece of land vacant in Chauhan Mohalla (Khirki village) be utilized to avoid encroachment.
5. Vacant community centres in his constituency be outsourced for optimum use.
6. Land may be allotted at Malviya Nagar for cultural festivals like Ravan Dahan.

O.P. Sharma

1. The condition of DDA complexes and markets is deteriorated. It should be renovated in a specified period of time.
2. Community Hall in New Sangemar Colony in East Delhi be converted into Library.

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Addl. Chief Secretary (UD), GNCTD suggested that flood plains between Wazirabad and Okhla should not be allowed to be encroached and need to be protected.

Hon'ble Lt. Governor thanked all the Members, Special Invitees and senior officers for participating in the meeting.

The meeting ended with a vote of thanks to the Chair.

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