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DELHI DEVELOPMENT AUTHORITY

List of the items to be discussed in the meeting of the
Delhi Development Authority to be held on 9.4.92 at 3.00 P.M. at
Raj Niwas, Delhi.

I N D E X

S.L. No.	Item No.	Subject	Page No.	
1.	39/92	Confirmation of the minutes of the meeting of D.D.A. held on 12.3.92 at Raj Niwas, Delhi.	1	Discussed on 9.4.92
2.	40/92	Approval of survey report in r/o MIG flats in PKT 7-10, Kalkaji Extension and write off of total loss sustained by DD.A. on repairs & rectification work. (EM 1 (16) 88/Vol-V.	2	
3.	41/92	External Electrification in r/o DD.A. projects and scheme. (EM.5 (47)/72/Vol. XXVI	11	
4.	42/92	Review of Progress & Development of Dwarka Project 1991-Allotment of land for various services. PA/Commr. (DWR) 91/51	21	
5.	43/92	Construction of Master Plan roads (30 M R/W and above) (EM 1 (34) 87/Vol. III	28	
6.	44/92	Transfer of services of 311 (282 Development Colonies from DD.A. to MCD. (EM 1 (58)/89-Vol-V)	42	
7.	45/92	Revised policy regarding allotment of alternative accommodation to the persons affected by the Slum Clearance Programme. LEB/1547/JD(LM) 91 Pt.	61	Discussed on 9.4.92
8.	46/92	Proposed Redevelopment Scheme of Janpath Lane Area. (F.16 (89) 81-MP)	68	
9.	47/92	Construction of flyover at the intersection of outer Ring Road on J.B. Tito Marg. F.5 (19) 89-M.P.	105	

S.L. Item No.	Subject	Page No.
10. 48/92	Change of land use of an area measuring about 97.7 acres from 'agricultural green belt' to 'Warehousing & Storage' in between Rohtak Road and Railway Line at Ghavra, Delhi. (F.3(81)/83-MP)	136 <i>Discussed on 9.4.92.</i>
11. 49/92	Policy regarding rehabilitation of persons effected in the alignment plans of roads etc. F.17(65)91/1PE/Coordn.	145
12. 50/92	Amendment in the lease deed/ sub-lease deed in r/o plots in cooperative housing building societies in particular as also other plots whether residential, commercial, industrial etc. F.22(100)90-CS/DDA.	155 <i>Discussed on 9.4.92.</i>
13. 51/92	Various issues relating to the pricing of land in DDA. Dy.No. 553/CI	162
14. 52/92	Policy for allotment of industrial plots in lieu of acquisition of land in urban area. F.1(3)85-LSB-1/Pt..	195
15. 53/92	Availability of land with DDA and requirement of fund for further acquisition. PS/DLM/DDA/92	200
16. 54/92	Allotment of alternative plot in r/o premises NO.J-187, Qadim Sharif, Motia Khan, N.Delhi. F.No. D/AC/59/78	210
17. 55/92	Agenda item regarding amendment in Resolution No. 19 of Delhi Development Authority (Management & Disposal of housing Estate) Regulations 1968.	214
18. 56/92	Re-organisation and restructuring of DDA including proposals for creation/upgradation of posts at senior/middle management level. F.7(25)92-PB-I	221
19. 57/92	Pending proposals for strengthening and restructuring of planning and Architectural wing of DDA. F.7(26)/92-PB-I	234

S.L. No.	Item No.	Subject	Page No.
20	58/92	Constitution of the Advisory Council of the D.D.A. F.1(1)/92-MC/DDA	258 <i>Discussed 9.4.92</i>
21	59/92	i) Change of land use of 2.4 hect. of land in Gokul Puri (North of Wazirabad Road) from 'Recreational' to 'Public and Semi Public' (Facility Centre/Service Centre). ii) Approval of declaration of Development Area. (F.20(14)/91/MP).	260 <i>do -</i>

List of supplementary Agenda Items to be discussed in the meeting of the Delhi Development Authority to be held on 9.4.92 at 3.00 P.M. at Raj Niwas, Delhi.

I N D E X

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1.	60/92	Conversion of lease hold system of land tenure in Delhi in-to freehold. F.CS/386/Coord. (L) Pt III	262 <i>Discussed 9.4.92</i>
2.	61/92	Revision of Pay Scale of Sr. Stenographers. F. No. F.7(114)/90/PB-1/Pt.	295
3.	62/92	Constitution of the Delhi Development Authority. F.No. 2(1)/91-MC/DDA	325 <i>Discussed 9.4.92</i>
4.	63/92	Policy regarding allotment of built up shops to allottees of L.F.G. Agencies F.No.1(211)/85-Impl.	327
5.	64/92	Utilization of space in the project for construction of Night Shelter community Hall cum HAJ MANCIL F. No. PA/Commr. (S&J) II	337 <i>Discussed 9.4.92</i>
6.	65/92	Allotment of land measuring 400 Hects to Birla Academy in Instl. Area, Vasant Kunj-II (West of JNU). F.12(1)/70/Instl.	352

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DELHI DEVELOPMENT AUTHORITY

Draft minutes of the meeting of Delhi Development Authority held on 9th April, 1992 at 3.30 P.M. at Raj Niwas, Delhi.

The following attended the meeting:

CHAIRMAN

1. Sh. Markanday Singh,
Lt. Governor, Delhi.

VICE-CHAIRMAN

2. Sh. Cecil Moronha

OFFICIAL MEMBERS

3. Sh. R.V. Pillai,
Addl. Secretary (UD),
Ministry of Urban Development.
4. Sh. D.S. Meshram,
Chief Planner, TCPO.

WHOLE TIME MEMBERS

5. Sh. K.N. Khendelwal,
Finance Member, DDA.
6. Sh. H.D. Sharma,
Engineer Member, DDA.

EX-OFFICIO MEMBER

7. Sh. P.V. Jayakrishnan,
Commissioner, M.C.D.

SPECIAL INVITEES:

8. Sh. R.D. Kapoor,
Secretary (Finance),
5 Shyam Nath Marg, Delhi Admn.
9. Sh. T.T. Joseph,
Secretary (L&B), Delhi Admn.
10. Smt. Meenakshi Datta Ghosh,
Commr. & Secy. (UI), Delhi Admn.

SACB...

11. Sh. R. B. Singh,
Secretary, DDA.

ALSO PRESENT:

12. Sh. P. N. Gupta,
Comar. (Pers.), DDA.
13. Sh. J. C. Garbhir,
Comar. (Flg.), DDA.
14. Sh. Rajesh Behari,
Comar. (Land), DDA.
15. Sh. K. K. Sharma,
Comar. (H)/Dwarka, DDA.
16. Sh. Ravi Malik,
Comar. (St&C) II, DDA.
17. Sh. V. K. Jain,
C.L.A., DDA.
18. Wg. Cdr. B. Krishnarao,
C.I.O., DDA.
19. Sh. S. C. Gupta,
Director (DC&P), DDA.
20. Sh. R. G. Shatnagar,
Director (Works), DDA.
21. Sh. G. S. Sodhi,
Director (LC), DDA.
22. Sh. G. R. Jadhani,
Engineer-in-Chief, MCD.
23. Sh. J. P. Singhal,
P.A. (H), DDA.

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Item No.
39/92
A

A-09.04.92

Sub: Confirmation of the minutes of the meeting of the Delhi Development Authority held on 12.03.92 at Raj Niwas, Delhi.

RESOLUTION

The minutes were confirmed with following modifications. Against Item No. 3 the resolution should be read as under:-

"Resolved that the proposal for sanction of selection grade to Group 'A' officers of DDA who have completed 7 years of service in J.A.C. level or in the scale of Rs. 3000/- - 5000/- or Rs. 4100-5300 or all of three taken together be approved. The guidelines contained in O.M. dated 14.08.87 or DOP&T shall be followed while implementing the proposal".

(Page No. 2 - 60)

Item No.

40, 41, 42, 43, & 44 of 92 were deferred.

ITEM Sub: Revised Policy regarding Allotment of Alternative
NO. Accommodation to the persons affected by the Slum
45/92 Clearance Programme.
A-9/4/92 (F.LEB/1547/JD(LA)91/Pt.)

P R E C I S

The Delhi Development Authority approved the policy regarding alternative allotment of accommodation/land to the persons affected by the Slum Clearance Programme in its resolution on.23.4.1985 vide item No.54 (File No.1034/Dir.(S)/83), In this resolution the Authority approved that:

"Para 10 All the adult married male members including widows and divorcees dependent on the head of the family as on the date of survey of the families for the purpose of their shifting from the Slum area and covered by a ration card shall be eligible for a separate allotment of a single roomed tenement in the event of their removal from the clearance area provided that they have been living in the said premises continuously from a date prior to 1.1.80. The additional allotment may also be given to the newly married adult male member of the family provided the marriage has taken place atleast six weeks prior to the date of actual clearance and provided the name of the adult male member thus claiming additional allotment appears in the ration card of the first allottee w.e.f. a date prior to 1.1.80. If any person is ineligible for such an allotment as a result of delay in clearance operation due to stay orders from the courts such a person would not be given any alternative allotment."

Till 1987, the Slum Wing had been following this policy by allotting one rehousing flat to the head of the family on a ration card and in case there are more than five members in the family having one or more adult married male members, an additional rehousing flat was being allotted to the male married members. Later on, the Slum Wing reviewed the allotment policy and started allotting one flat against one ration card regardless of the size of the family and the number of male married/widow/divorcee members in the ration card.

In implementing the above decision, the Department faced many difficulties in getting the dangerous properties vacated and, therefore, the Authority was approached with a modified proposal for allotment of one additional flat to a

married male member, in case a family consisted of more than five members. The Authority has resolved in its Resolution NO.46 on 27.7.89 as under:-

- (i) One rehousing flat may be allotted to the head of the family if the ration card is in his/her own name and he/she has been living there from a date prior to 1.1.1980.
- (ii) In case the family consists of more than five members, one additional rehousing flat may also be given to a married person if the name of the married person is borne on the said ration card and the married person has also been living in the said Kutra/property alongwith the head of the family from a date prior to 1.1.80. Under no circumstances more than two rehousing flats will be given to any large family regardless of the number of persons on the ration card whether married or unmarried.
- (iii) The additional flat as at (ii) above may also be allotted to a widow daughter/widow daughter-in-law/divorced son or daughter, provided she/he is living with her/his father alongwith her/his children and their names are included in the ration card from a date prior to 1.1.80.
- (iv) Unmarried person if living all by himself/herself and is having an independent ration card from a date prior to 1.1.1980 may also be allotted a rehousing flat.

The additional flat will be given to an additional married person in the family provided he got married prior to the date of verification/production of documents including ration card/issue of eligibility slip.

In the cases where two rehousing flats are allotted to a family, one of the houses may be given, if possible, in the nearby area and the second unit will be given in the other areas."

The above policy was brought into practice and every effort was made by the Slum Wing to motivate the residents/occupants of dangerous properties, but again it has not been possible to fulfil the mission of clearance of dangerous properties in the Walled City.

Contd.....

The occupants are resisting their eviction and insisting on allotment of a slum tenement to each and every married male member in addition to the head of the family. The Slum Wing has surveyed a number of properties and it is found that in the case of some properties, while eligibility letter for allotment of alternative accommodation had been issued but the occupants were not ready to vacate the properties solely on the ground that their married sons and widow or divorced daughters should be allotted independent tenements. The Slum Wing, keeping in view the contemporary situation cannot take the harsh step of forcible eviction which would result in various repercussions, legal and political. It may also be mentioned that the families which are residing in the dangerous properties in various parts of the City, in a majority of cases, are from the weaker sections and minorities, with large families having more than 2-3 married male members/widows/divorced daughters. Besides this, in Muslim families it has been experienced that the married daughters are living with their parents and hold a ration card jointly with the parents. The parents contend that they marry their daughters to the boys of close relations and that the couples reside with them after marriage & look after them in the old age. This is a factor which is posing considerable problems in the removal of the occupants of these properties where muslim families are residing. Since there are a large number of dangerous properties which are to be cleared in order to avoid any loss of human life, it has become essential to take early action for clearance of such properties. This issue has also been repeatedly discussed in the meetings of the Standing Committee.

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In this context comparison between the achievements of the Slumming when the relaxed policy was in operation (1985-87) and achievements during the period when the restrictive policy was in operation is revealing. Between 1985 and 1987, 107 Kattras were cleared and 1045 flats allotted. Immediately after the adoption of the restrictive policy in 1987-88 the yearwise clearance have been as under:-

Year	No. of Kattras cleared	No. of flats allotted
1988	-	Nil
1989	1	13
1990	2	24
1991	2	11

Incidentally it may be mentioned that in 1989 the eligibility for allotment of flats was enhanced to a maximum of 2 flats but as is evident from the above data this was not enough to speed up clearance.

While on the one hand the department is faced with a criminal liability as the owner of these dangerous Kattras in the event of collapse and injury to person, as many as 3000 flats are lying vacant due to dogged resistance by occupants of these Kattras to the shifting to vacant tenements under the existing restrictive policy. We have surveyed 124 properties inhabited by 595 families out of which 443 families have categorically stated that they will not shift unless the old relaxed policy is reintroduced. As a result there is not even one Katra in which all the families residing therein are willing to vacate their premises under the existing policy.

2. The eligibility for alternative accommodation is determined on the basis of information obtained from ration

Contd....

cards pertaining to the period prior to 1.1.1980. The current ration card is obtained from the residents and the Slum Wing verifies its authenticity pertaining to the period prior to 1.1.1980 from the concerned Food and Civil Supplies Circle Offices. The Slum Wing is facing difficulty in tracing the record for the period prior to 1.1.1980 in the circle offices of Civil Supplies. As per the statement of the officers of that department, the record pertaining to the period prior to 1.1.1980 has been destroyed. Therefore, the authenticity of the ration cards issued prior to 1.1.80 is checked only from the Master Register pertaining to the year 1983 when the ration cards were renewed. Earlier to 1983, ration cards were issued/renewed in 1978. In order to avoid any discrepancy and undue benefit to the occupants on the basis of Master Register of 1983, which only shows that ration card was issued to the consumer prior to 1.1.1983 but does not indicate whether the ration card was issued prior to 1.1.80 or after 1.1.80. It is therefore proposed that the cut off date for continuous residence in the property may be changed from 1.1.80 to 1.1.83.

3. In order to enable the smooth and early clearance of 365 presently dangerous properties/Katras and such other properties/Katras which may become dangerous in the future or those which are beyond economical repairs as laid out in the plan scheme for repair of Katras which are required to be cleared to improve the environment of the area, a modification of the allotment policy is imperative along the following lines:-

- (i) A family residing prior to the cut-off date and having not more than five members in the family, even if there is more than one married male member, may be allotted only one tenement.

Contd.....

- (ii) For a family residing prior to the cut-off date the number of members of which is more than five, each of the married male members should be allotted an additional tenement in addition to the tenement allotted to the head of the family subject to a maximum of four flats per family including the flat to be allotted to the head of the family.

Note: The additional flat will be given to a married male member in a family provided he was married at least six weeks prior to the date of survey/verification documents.

- (iii) A widow/divorced (daughter) residing with her parents from a period prior to the cut-off date may also be allotted an additional rehousing flat as in the case of married male member mentioned at (i) & (ii) above.
- (iv) The married daughters living with their parents alongwith their husbands and children from a period prior to the cut-off date may also be allotted an additional tenement as in the case of allotted an additional tenement as in the case of married male member mentioned at (i) & (ii) above.
- (v) An unmarried person, if he is living by himself/herself & is having an independent ration card from a date prior to the cut-off date may also be allotted one rehousing flat.

Note: Ration cards bifurcated from the ration card of the head of the family after the cut-off date may be allowed to the clubbed with the ration card of the head of the family in order to determine the size of the family and the number of additional flats to be allotted to the married male members. Incidentally, the alternative rehousing flats to be allotted under the proposed relaxed policy are to be given payment of initial deposit of 10% of the cost and recovery of the entire balance cost including interest in half yearly instalments over 14 years.

In conclusion it must be noted that the above modifications would facilitate the speedy clearance of dangerous tenements which apart from saving the department from possible criminal liability would greatly improve the

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environment of the highly degraded and congested walled City area.

Keeping all these aspects in view the following proposals are placed before the Authority for approval viz:-

- 1) The cut-off date for continuous residence in the property may be changed from 1.1.1980 to 1.1.1983.
- 2) The criteria of allotment approved by the Authority vide its resolution No.46 on 27.7.89 may be substituted by the criteria proposed in para 3 above.

RESOLUTION

The matter was discussed at length and it was decided that the proposal may be modified in the light of the discussions and placed before the Authority in its next meeting.

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(Page No. 68 to 135)

Item No.
46/92

Sub: Proposed Redevelopment Scheme of Janpath
Lane Area.
(F. 16(89)81-MP).

Deferred.

Item No.
47/92

Sub: Construction of flyover at the intersection
of Outer Ring Road on J.B.Tito Marg.
(F.5(19)89-MP)

Deferred

ITEM NO. 48/92 Sub:- Change of land use of an area measuring about 97.07 acres from 'agricultural green belt' to 'warehousing & storage' in between Rohtak Road and Railway Line at Ghevera, Delhi.
(F.3(81)/83-MP)

P R E C I S

Reference is invited to the Authority resolution No.

113 dated 21.9.87 (at Appendix 'W' Page No. 138-141) vide which the Authority approved the change of land use of an area, measuring about 97.07 acres from 'agricultural green' to 'warehousing and storage' (for an oil depot and LPG bottling plant) in between Rohtak Road and Railway Line near village Ghevera subject to the condition that an 80 metres wide belt shall be left all around the proposed installations and the same shall be thickly planted. The authority further resolved that the land vacated by the I.O.C. by the shifting of the oil depot and LPG bottling plant from its present site be kept as 'green' and for circulation purposes only.

2. The proposal was referred to the Ministry of Urban Development on 4.11.87 (at Appendix 'X'

Page No. 142) for approval of the central Government under section 11-A of Delhi Development Act, 1957 and clearance to issue a public notice for inviting objection or suggestion with respect to the proposed change of land use. The Govt. of India, Ministry of Urban Development conveyed the approval of the Central Government vide their letter no. K-13011/15/86-DDIIA dated 13.7.88 (at Appendix 'Y'

Page 143) Accordingly, a public notice was issued on 27.7.88 (at Appendix 'Z' Page No. 144).

No.
117

A.21.9.87

Sub: Change of land use from Agricultural green to warehousing & storage between Rohtak Road & Railway Line in Ghewra & for Oil Depott, and L.P.G. Bottling Plant).

(F.3(81)/83-M.P.)

P R E C I S

This case is regarding change of land use from Agricultural green to warehousing and storage between Rohtak Road and railway Line in Ghewra. This change of land use was contemplated for the location of oil depots and L.P.G. bottling plant which are to be shifted from Shakurbasti. In this connection there are two letters for consideration.

Letter No.: Received from Desk Officer, Ministry of Urban Development.

In this letter the Ministry has pointed out the following:-

"On the plan prepared by Perspective Planning Wing of the DDA about 22.5 hectares of land along road leading to Ghewra village and to the north of Rohtak Road and upto the railway line is earmarked as an open space. As observed on site construction of water Houses and storage is nearing completion. This development is on the Ghewra Road, from Ghewra Turn on Rohtak Road to 27 Kms. stone towards west (shown green area on the plan) and is contrary to the Resolution No. 88 of the Authority. 44 Ha. of land shown for warehousing on west is far away from the project under progress of low pressure gas storage. This change is implementation needs clarification before approval to issue the public notice for inviting objections/suggestions is given".

In the above, the Ministry has asked for a clarification because the site for the oil storage and LPG bottling depots proposed at Rohtak Road near Ghewra and as referred to by the Authority after resolution in the change of land use is

different from the site which is being used.
On talking to Shri Bala Sahas, Chief Engineer, we found
that construction of site by Indian Oil Corporation has been
done without approval of MCD. As such this site would have
to be clarified by the Indian Oil.

Letter No.2. Received from Mr. Vora, Chief Engg. Engineer
Indian Oil Corporation Ltd. addressed to
Director (P).

The points raised by Indian Oil in this letter and our
comments are given in the following paragraphs:-

1. Delhi Administration has acquired land for Indian Oil Cor-
poration at two locations viz. 1. Campus Master and 2. Road
which was taken over by them on 22.5.53 and 5.5.55 respectively.

Comments: It is not clear how Delhi Administration has acquired
land different from the land which was indicated by
the P.W.D. in the P.W.D.

2. Ticker Road (as acquired) is a corner plot and can be
served both from C.P. Road and side road to Railway Station as ac-
cording to heavy vehicles entry and exits from C.P. Road
(Rohat Road) is to be avoided as it may lead to interruption of
high speed traffic. Thus they have provided the gate on the
side roads connecting C.P. Road (Rohat Road) with the Railway
way side.

Comments: In this connection we would like to point out that
this Road from Rohat Road would be a part of major
arterial road connecting the main extension from
the Rohat Road to the main road in the North and
Rohat Road to the main road in the South. This
road to act as a major arterial road and that the
there will be a road over bridge near the main
way station and no connection from the road could
be provided to.

3. Even though the plot acquired in this case is
not as is partly acquired in the case of Rohat
station in the P.W.D. and is above the
arterial road. In this case, we have this
to be done out of the main road. It is not
possible to do so. It is not possible to do so.
These are the main points. It is not possible to do so.
as the main road is not possible to do so.
at Rohat.

Comments: Although the proposals are not satisfactory, however, the main road is not possible to do so
on this as the construction is not possible to do so.

4. They have brought to our attention the directive as contained in Govt. of India communication No.P-43011/12/83-MKT dated 2nd Jan.1985 regarding prevention of growth of Industries/residential colonies near LPG plants. They have pointed out that when Oil Industry shifted their depots from Delhi Kishan Ganj to Shakurbasti in early fifties Shakurbasti was very much outside the city and were not residential colonies adjoining oil cos. storage points/LPG at Shakurbasti".

Comments :

In this connection, it is pointed out that a structure plan for the urban extension has been prepared in the Projective Planning Wing and part of that Plan around the land use around the Indian Oil Terminal is shown in the sketch placed in the file. In the structure plan around this area, there is no proposal for any residential use purpose except the existing village. No residential area has been now located within 1100 mts. as required by the report. The matter was considered by the Technical Committee meeting held on 25.6.87 " It was brought to the notice of the Technical Committee that the present site acquired by IOC is in variance of the original location indicated by PPW as there is a little shifting of this site. Director(CP) stressed that such uses should go to NCR.

2. Technical Committee recommended for approval of the present location (97.07) acres) subject to the condition that a 80mts. wide belt shall be left all around the proposed installations and the same shall be thickly planted. Any further extension of this site and IOC may have to locate further expansion programme in NCR.
3. It was brought to the notice of the Technical Committee that IOC has already taken up this construction without getting proper approval from the MCD. The Technical Committee asked the IOC officers to stop the construction immediately and get proper approval of MCD.
4. Matter is placed for the consideration of the Authority for change of land use from agricultural green to ware housing and storage (Plan laid on the table).

R E S O L U T I O N

The Authority resolved that the proposal of change of land use from agricultural green to warehousing and storage of land measuring 97.07 acres between Rohtak Road and Railway Line in in Ghewara and for Oil Depot and LPG Bottling Plant which is to be

contd....

shifted from Shakur Basti, be approved subject to the condition that 80 meter wide belt shall be left all around the proposed installations and the same shall be thickly planted. The Authority further resolved that the land vacated by the I.O.C. by the shifting of the Oil Depot, and LPG Bottling Plant from its existing site be used as green and for circulation only.

shifted from Shakur Basti, be approved subject to the condition that 80 meter wide belt shall be left all around the proposed installations and the same shall be thickly planted. The Authority further resolved that the land vacated by the I.O.C. by the shifting of the Oil Depot, and LPG Bottling Plant from its existing site be used as green and for circulation only.

(APPENDIX 'X' TO ITEM NO. 43/92)

F.3(81)/83-MP/1686

C.P.RASTOGI,
DY.DIRECTOR(MP)

4.11.87

Shri K.V.S.Warrior,
Desk Officer,
Govt. of India,
Ministry of Urban Development,
Nirman Bhawan,
New Delhi.

Sub:-Change of land use of an area measuring about 97.07 acres from "Agricultural green" to "Warehousing of storage" between Rohtak Road and Railway Line in Ghewara for oil Depot & LPG Bottling Plant.

Sir,

With reference to your letter No. K-13011/15/86-DD II A dated 25.2.87 and subsequent reminder dated 21.5.87 on the subject noted above, I am directed to enclose a copy of Authority resolution No. 113 dated 21.9.87 which is self-explanatory.

It is, therefore, requested to kindly convey the approval of the Central Govt. under section 11-A of DD Act, 1957 to issue a public notice for inviting objection/suggestion from public.

Yours faithfully,

sd/-
(C.P.RASTOGI),
DY.DIRECTOR(MP)

Encl: As above.

(APPENDIX 'Y' TO ITEM NO. 44/92)

No.K-13011/15/86-DDIA
Government of India
Ministry of Urban Development
(Delhi Division)
.....

New Delhi, dated the 13th July, 88

To

Sh. C.P. Pastogi,
Dy. Director (MF),
Delhi Development Authority,
Vikas Minar, I.P. Estate,
New Delhi.

Sub:- Change of land use of an area measuring about
97.07 acres from "Agricultural green" to "Ware-
housing of storage" between Rohtak Road and
Railway Line in Chewara for Oil Deptt. & LPG
Bottling Plant.

Sir,

With reference to DDA's letter No.F.3(81)/83-MF/
1686 dated the 4th November, 1987 on the subject noted above,
I am directed to say that the DDA should revise the Development
Plan of the area so that it conforms to the DDA's Resolution
No. 113 dated 21.9.87. Subject to this, I am directed to
convey the approval of the Central Government under Section
11-A of the Delhi Development Act to issue a Public Notice
inviting objections/suggestions for the change of land use
as approved in the resolution of the DDA referred to above.

Yours faithfully,

sd/-

(R.V.S. Warrier),
Desk Officer.

(APPENDIX 'Z' TO ITEM NO. 48/92)

No.F3(31)/83-M.P.

Dt:- 27.8.88.

PUBLIC NOTICE

The following modification which the Central Government proposes to make to the Master Plan/Zonal Development plan for Delhi, is hereby published for public information. Any person having any objection or suggestion with respect to the proposed modification may send the objection or suggestion in writing to the Secretary, Delhi Development Authority, Vikas Sadan, 'B' Block, INA, New Delhi within a period of thirty days from the date of issue of this notice. The person making the objection or suggestion should also give his name and address.

MODIFICATION

"The land use of an area, measuring about 97.07 acres bounded by Northern Railway Main Line towards North and National Highway 10 (300' r/w) Master Plan road in the South existing road on the east and proposed oil terminal on the west, is proposed to be changed from 'Agricultural green' to Warehousing and Storage".

2. The plan indicating the proposed modification will be available for inspection at the office of the Dy. Director Master Plan Section, Vikas Minar, 6th floor, I.P. estate, New Delhi on all working days within the period referred to above.

Sd/-
(JANAK JUNEJA)
SECRETARY

DELHI DEVELOPMENT AUTHORITY

VIKAS SADAN,
'B' Block, INA.,
New Delhi.

Dated The 27.8.88

(Page No. 145 to 154)

Item No.
49/92

Sub:

Policy regarding rehabilitation of persons
affected in the alignment plans of road etc.
(P.17(65) 91/LPB/Coordn.)

Deferred

ITEM SUB: Amendment in the lease deed/sub lease deed in
NO. respect of plots in cooperative house building
societies, in particular, as also other plots
whether residential, commercial, industrial etc.
50/92 File No: F.28(100)90-CS/DDA.)
A-9/4/92

P R E C I S

The present proposal relates to the amendment of the lease deed/sub lease deed in respect of cooperative house building societies, in particular, and in so far as it is relevant, in its application to the lease deed used for commercial plots, industrial plots, residential plots and group housing residential plots to achieve the following purposes:

1. To mitigate the difficulties arising out of the implementation of the policy relating to recovery of unearned increase of 50% ; and
2. In the cases of cooperative house building societies/group housing societies, to dispense with the need for obtaining NOC from the concerned Society while conveying sale permission.

UNEARNED INCREASE

Clause 6(d) of the lease deed at (Appendix Printed 10 pages)
~~proforma -A of Perpetual Lease containing~~ and clause 6(b) of
the sub lease deed at (Appendix Printed proforma-B of Perpetual
Sub-Lease containing 10 pages) used by the DDA in respect of co-
operative house building societies, in particular, prohibits
the sale/transfer etc. of the possession of the whole or
any part of the residential plot by the lessee/sub lessee,
except with the previous consent in writing of the lessor
(LG) which the lessor shall be entitled to refuse in his

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absolute discretion. Further the lessor has also been empowered to recover 50 % of the unearned increase in the value of the residential plot at the time of sale/transfer/assignment etc. The unearned increase in the value as incorporated in the lease deed/sub lease deed is the difference between the premium paid and the market value of the said residential plot. 50% of this amount is treated as unearned increase to be recovered by the DDA in the event of sale/transfer etc.

In accordance with the guide-lines laid down for the purpose vide order no. Pl./Mr. (H) II/88 dt. 26.07.88 unearned increase will also be recovered in the cases of mutation, allowed on the basis of a will, in favour of a person not being a family member.

In a particular case involving plot no. B-35 Maharani Bagh C.H.B.S., the purchaser/legatee after getting the plot mutated in her name, applied for grant of sale permission immediately i.e. the same day. The mutation in the first instance was permitted on the deposit of 50% unearned increase. Since the application for grant of sale permission had been preferred the very day, the sale permission was sought without payment of unearned increase, on the presumption was that the market value could not have appreciated in that short period. It was however felt in ^{that} the DDA/since unearned increase is payable on every transaction as per provisions of the lease deed the unearned increase in respect of the 2nd transaction would also be payable. Subsequently on further consideration it was felt that this literal interpretation of the provisions of the lease deed, would create avoidable hardship in such cases where

the 2nd or subsequent sale transaction had been made in an extremely short period of time and where it would not conceivable be ascertained that there had been any appreciation in the market rate of land.

This matter, therefore, was considered in the light of the procedures laid-down for adherence and compliance by the L&DO, Govt. of India. According to the publication entitled "Information for the Guidance of Lease Holders". issued by the L&DO, the provisions of unearned increase have been contained in chapter-III - procedure for sale permission/transfer by way of gift. In this chapter the amount of unearned increase is to be worked out on the basis of the present day value of land minus last transaction value. The formula is as under:

$$\text{Plot area} \times (\text{Present day value of the land minus last transaction value}) \times \frac{1}{2}$$

The term "last transaction value" has also been defined as 'the original premium where the leased premises or any part thereof has not been sold/assigned or the value on the date of last sale/assignment where the leased premises was sold/assigned in full or part.'

It was, therefore, decided that the provisions of clause 6(d) and 6(b) of the lease deed/sub lease deed, in so far as these relate to the recovery of unearned increase, should be amended to provide for recovery of unearned increase in accordance with the formula adopted by the L&DO.

DISPENSING WITH NOC FROM COOPERATIVE SOCIETY

The provisions contained in clause 6(c) and 6(d) of the perpetual lease deed as also clause 6(a) and 6(b) of the

sub lease deed prohibit the sale/transfer of plot in any cooperative house building society, to any person who is not a member of the society. Therefore, in all such cases the DDA require the clearance of the society in cases of transfer/mutation from time to time. Further the NOC is also required for the following:-

- a) Revision of Building plans providing for alterations;
- b) Electric & water connection.

In the correspondence relating to the reply furnished by the Ministry of Urban Development to the Lok Sabha Unstarred Question No.4579 fixed for 5.9.90, the Registrar (CS), Delhi Admn. informed the Ministry that the Lt. Governor, in August, 90, had decided in principle to dispense with the practice of NOC to be obtained by the DDA from the cooperative societies for purposes of transfer of plots. The Delhi Admn. accordingly issued a press release. However, the Delhi Admn. was unable to notify such dispensation under Section 88 of the Cooperative Societies Act, 1972 for the reason that the Law Deptt. of the Delhi Admn. had opined that the relevant provisions of the Delhi Cooperative Societies Act, 1972 dealt only with grant of exemption to cooperative societies from any of the provisions of the said Act. As the said decision of the Lt. Governor was with regard to the exemption outside the purview of the Cooperative Societies Act, the Registrar (CS) had recommended to the Ministry that the DDA may be advised to amend the conditions of its lease/sub lease deed to dispense with the need to

obtain an NOC from the concerned society.

With a view to simplify the procedures relating to transfer of plots etc., DDA implemented a scheme for regularisation of plot disposed through GPA etc. This scheme was implemented between May, 89 and March, 90. DDA regularised benami transfers in 193 cases under this scheme. The DDA also earned an amount of 8,65,28,615/- by way of unearned increase pursuant to the implementation of the scheme.

However, the infirmity in the lease deed remains and as a matter of fact has been raised by the Law Deptt. on more than one occasion. The infirmity is that the provisions of the lease/sub lease prohibit the transfer of the plot to any person, who is not a member of the society. This discretion given to the society had led, reportedly, to more mal-practices than bonafide transactions. With a view to curb such mal-practices, the GPA scheme of the DDA also did not insist on the requirement of the NOC.

The Finance Deptt. has considered the proposal. It has opined that so far as the question of dispensation of the requirement of NOC is concerned, it is an administrative matter. As regards the matter relating to redefining of the concept of unearned increase the Finance Deptt. has opined that the practice that is being implemented in the DDA is the same that is now sought to be inserted in the lease deed through appropriate language and wording.

The Management Wing is of the view that the need exists for clarifying the concept of levy of unearned increase to bring it at par with that which obtains in L&DO

by formal amendment of the lease deed to obviate legal complications.

The Law Deptt. has intimated that both the amendment proposed in the agenda require the formal approval of the Central Govt.

With a view to doing away with the difficulties of the present provisions of the lease deed/sub lease deed in respect of above two matters i.e. unearned increase and NOC, it was, therefore, decided that the matter be placed before the Authority. It is, therefore, suggested that the following amendments in the perpetual lease deed as well as sub lease deed may be approved.

EXISTING CLAUSE

II 6(c) of lease and II 6(a) of Sub lease:-

The Sub-lessee will not sell, transfer, assign or otherwise part with the possession of the whole or any part of the said residential plot in any form, or manner, benami or otherwise, to a person who is not a member of the Lessee,

II 6(d) of lease and II 6(b) of sub-lease (To be deleted):

The sub-lessee will not sell, transfer, assign or otherwise part with the possession of the whole or any part of the said residential plot in the event of the consent being given, the lessor may impose such terms & conditions as he thinks fit and the Lessor shall be entitled to

PROPOSED CLAUSE

II 6(c) of lease and II 6(a) of Sub lease :-

The Sub-lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot to any person except with the previous consent in writing of the Lessor which the Lessor shall be entitled to refuse in his absolute discretion.

II 6(a) of lease and II 6(a) of sub-lease (Addition as proviso)

plot to any member of the Lessee except with the previous consent in writing of the Lessor, which he shall be entitled to refuse in his absolute discretion;

Provided that, in the event of the consent being given, the Lessor may impose such terms & conditions as he thinks fit and the Lessor shall be entitled to claim & recover a portion of the unearned increase in the value (ie. the difference between the premium paid and the market value) of the said residential plot at the time of sale, transfer, assignment or parting with the possession, the amount to be recovered being fifty percent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding.

claim and recover a portion of the unearned increase in the value of the residential plot i.e. the difference between the present day value of the land minus last transaction value. (The term "the last transaction value" means the original premium where the leased premises or any part thereof has been sold/assigned or the value on the date of last sale/assignment where the leased premises was sold assigned in full or part); the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding.

(The proviso may be considered as being applicable to other leases as well such as commercial, industrial, residential etc.)

The above proposals are placed before the Authority for its kind consideration and approval.

R E S O L U T I O N

Resolved that the proposal for amendment in respect of clause II-6(c) & (d) and Clause II-5 (a) & (b) of the perpetual lease deed as well as sub-lease deed be approved. However, the change regarding unearned increase will be incorporated as per a draft to be vetted by Legal Deptt. and placed before the Authority at the time of confirmation of the proceedings.

Ch W

8 mth will be enough

While confirming the minutes of the meeting of Delhi Development Authority held on 9.4.92, the following modification/decision were taken against Item No.50/92:-

"Resolution recorded against item No.50/92 of agenda considered by the Authority on 9.4.92 be deemed to have been approved after incorporating draft vetted by the Legal Department of DDA which has been circulated along with the draft minutes."

Final Resolution

RESOLUTION AS VOTED BY C.L.A.

That subject to prior approval of the
Committee, the existing clause II 6(c) & (d)
and existing clause II 6(a) & (b) of
the lease may be substituted by the following

The Lessor shall not sell, transfer, assign
or otherwise part with the possession of the whole or
any part of the said residential plot to any person
without the previous consent in the writing of the
Lessor. The Lessor shall be entitled to refuse
or accede to such request in his absolute discretion.

Provided that, in the event of the consent being
accorded, the Lessor may impose such terms and conditions
as he thinks fit and the Lessor shall be entitled to
retain a portion of the unearned increase in
value (i.e. the difference between the premium
at the market value) of the said residential plot
at the time of sale, transfer, assignment or parting
with possession, the amount to be recovered being
the amount of the unearned increase and the decision
of the Lessor in respect of the market value shall be
binding.

Provided further that in the case of second or
subsequent sale, transfer, assignment or parting with the
possession, the amount of unearned increase recovered at
the time of granting last permission shall be deducted,
thereby accumulating the unearned increase.

Witness
President
of the Co-operative House Building Society Ltd.
of the Co-operative House Building Society Ltd.
Co-operative Societies
developed Land)
Secretary
of the Co-operative House Building Society Ltd.

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Societies Act, 1925,
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Lessor for the grant of
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the Lessee agreed to

ANNEXURE

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Chief Commissioner
Delhi Administration,
Vikas Bhawan New Delhi.

Wam
President.
Sreshtha Co-operative House Building Society Ltd.
Sreshtha Co-operative House Building Society Ltd.

(House-building Co-operative Societies:
Undeveloped Land)

DELHI ADMINISTRATION
(Land and Housing Department)

Seahul
Secretary,
SRESHTHA CO-OP. HOUSE BLDG. SOCIETY LTD.

PERPETUAL LEASE

THIS INDENTURE made this _____ day of _____
_____ one thousand nine hundred and _____
BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor")
of the one part and _____

_____ a society registered under the Bombay Co-operative Societies Act, 1925,
as in force in the Union Territory of Delhi, and having its registered office
at _____

(hereinafter called "the Lessee") of the other part.

WHEREAS BY AN AGREEMENT dated the _____ day of _____
_____ one thousand nine hundred and _____
_____ made between the parties hereto the
Lessor granted a licence to the Lessee to enter upon the piece of land
measuring _____ Bighas and _____ Biswas or there-
abouts situate at _____

_____ described in the schedule to the said Agreement (hereinafter called "the
said land") for the purpose of development in accordance with the lay-
out plan sanctioned by the proper municipal or other authority,
namely, _____

_____ (hereinafter called "the lay-out plan") and the Lessor had agreed to
demise, after completion of the development, such residential plots carved
out of the said land as may be determined in his absolute discretion by
the Chief Commissioner of Delhi (hereinafter called "the Chief Com-
missioner") to the Lessee in the manner hereinafter appearing

AND WHEREAS the Lessee has developed the said land accordingly
and the Chief Commissioner has determined the residential plots to be
demised (hereinafter called "the residential plots")

AND WHEREAS the Lessee has applied to the Lessor for the grant of
a perpetual lease of the residential plots and the Lessor has on the faith
of the statements and the representations made by the Lessee agreed to
grant a perpetual lease of the residential plots

44 H.C.D.A.D. (J.C. 3679)

NOW THIS INDENTURE WITNESSETH that, in consideration of the Lessee having developed the said land at its expense and having paid to the Lessor Rs. _____ (Rupees _____

_____ only) towards premium before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee ALL THOSE residential plots containing by admeasurement a total area of _____

or thereabouts situate at _____

_____ which residential plots are more particularly described in the schedule hereunder written and with boundaries thereof for greater clearness have been delineated on the lay-out plan annexed to these presents and thereon coloured red TOGETHER with all rights, easements and appurtenances whatsoever to the residential plots belonging or appertaining TO HOLD the premises hereby demised unto the Lessee in perpetuity from the _____ day of _____

_____ one thousand nine hundred and _____ YIELDING AND PAYING therefor the yearly rent payable in advance of Rs. _____ (Rupees _____

_____ only) upto the _____ day of _____ one thousand nine hundred and _____ and thereafter at the rate of two and a half per cent of the premium (the sum already paid and such other sum or sums hereafter to be paid towards premium under the covenants and conditions hereinafter contained) or such other enhanced rent as may hereafter be assessed under the covenants and conditions hereinafter contained clear of all deductions, by equal half-yearly payments on the fifteenth day of January and the fifteenth day of July in each year at the Reserve Bank of India, New Delhi, or at such other place as may be notified by the Lessor for this purpose, from time to time, the first of such payment to be made on the fifteenth day of _____

_____ one thousand nine hundred and _____ and the rent amounting to Rs. _____ (Rupees _____ only) from the date of commencement of this Lease to the last mentioned date having been paid before the execution of these presents

Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows:—

- I. The Lessor excepts and reserves unto himself all mines, minerals, coal, goldwashing, earth oils and quarries in or under the residential plots, and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the residential plots or for any

building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

II. The Lessee covenants with the Lessor in the manner following, that is to say:—

(1) The Lessee shall pay within such time such additional sum or sums toward premium as may be decided upon by the Lessor on account of the compensation awarded by the Land Acquisition Collector in respect of the said land or any part thereof being enhanced on reference or in appeal or both and the decision of the Lessor in this behalf shall be final and binding on the Lessee.

The yearly rent of two and a half percent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and on such additional sum or sums payable towards premium as provided herein from _____ day of _____ one thousand nine hundred and _____

(2) The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner herein appointed.

(3) The Lessee shall not deviate in any manner from the lay-out plan nor alter the size of any of the residential plots whether by sub-division, amalgamation or otherwise.

(4) The Lessee shall not be entitled under any circumstances whatsoever directly or indirectly to assign, transfer or otherwise part with its rights in respect of the residential plots or any of them except in the manner hereinafter provided.

(5) (a) The Lessee shall sub-lease, within such time and on such premium and yearly rent as may be fixed by the Lessor, one residential plot to each of its members who or whose wife/husband or any of his/her dependant relatives including unmarried children does not own, in full or in part, on free-hold or lease-hold basis, any residential plot or house in the urban areas of Delhi, New Delhi or Delhi Cantonment, and who may be approved by the Chief Commissioner.

(b) The Lessee shall offer to every such person whose land, which formed part of the said land, has been acquired, its membership and, if he is eligible according to the provisions of sub-clause (a) above, shall sub-lease to him such residential plot as the Chief Commissioner may in his absolute discretion direct on the same terms and conditions as are applicable to the original members of the Lessee.

(c) The Sub-Lease shall, as nearly as circumstances will permit, be in accordance with the form of the Sub-Lease attached hereto and marked 'B' which has been approved by the Lessee and signed by _____

_____ (name and designation) of the Lessee for the purpose of identification and shall contain covenants similar to the covenants set out in the said form of Sub-Lease and such other proper and

appropriate covenants, clauses and conditions as may be considered by the Lessor to be necessary or advisable having regard to the nature of the sub-letting and to any matters which may arise between the date of these presents and the execution of the said Sub-Lease or as may be rendered necessary by any Act of the Legislature, or any rule, regulation or bye-law of the proper municipal or other authority, coming into force before the execution of the Sub-Lease and may also contain such other provisions as the Lessor may, on application by the Lessee in this behalf, approve.

(d) A member of the Lessee to whom a residential plot will be sub-leased as herein provided is hereinafter referred to as "the Sub-Lessee", and the residential plot to be sub-leased to him as "the said residential plot".

(e) If any of the residential plots is not sub-leased or is surrendered by any of the Sub-Lesseees or is taken possession of by the Lessee in any manner whatsoever the Lessee shall forthwith surrender such residential plot to the Lessor and the Lessor may pay such compensation and make such reduction in the yearly rent as the Lessor may in his absolute discretion think proper. The Lessor may dispose of such plot in any manner and to whomsoever he thinks proper.

(6) The Lessee doth hereby guarantee that

(a) Every Sub-Lessee shall, within a period of two years from the _____ day of _____ one thousand nine hundred and _____ (and the time so specified shall be of the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority, at his own expense, erect upon the said residential plot and complete in a substantial and workmanlike manner a residential building for private dwelling with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority;

(b) The Sub-Lessee will not deviate in any manner from the layout plan or sub-divide the said residential plot or amalgamate the same with any other plot;

(c) The Sub-Lessee will not sell, transfer, assign, or otherwise part with the possession of the whole or any part of the said residential plot in any form or manner, *benami* or otherwise, to a person who is not a member of the Lessee;

(d) The Sub-Lessee will not sell, transfer, assign, or otherwise part with the possession of the whole or any part of the said residential plot to any other member of the Lessee except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion

PROVIDED that, in the event of the consent being given, the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e. the difference between the premium paid and the

(market value) of the said residential plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the property after deducting fifty per cent of the unearned increase as aforesaid.

(7) Notwithstanding anything contained in sub-clause (6)(c) and (6)(d) above, the Sub-Lessee may, with the previous consent in writing of the Chief Commissioner, mortgage or charge the said residential plot to such person as may be approved by the Chief Commissioner in his absolute discretion

PROVIDED that, in the event of the sale or fore-closure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover the fifty per cent of the unearned increase in the value of the said residential plot as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said residential plot shall be final and binding on all parties concerned

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the unearned increase as aforesaid.

(8) The Lessor's right to the recovery of fifty per cent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

(9) Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clause (6)(c) and (6)(d) above the Sub-Lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the said residential plot for purposes of private dwelling only on a tenancy from month to month or for a term not exceeding five years.

(10) Whenever the title of a Sub-Lessee in the said residential plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein or contained in the Sub-Lease and be answerable in all respects therefor in so far as the same may be applicable to, affect and relate to the said residential plot.

(11) Whenever the title of a Sub-Lessee in the said residential plot is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer, give notice of such transfer in writing to the Lessor and the Lessee.

In the event of the death of a Sub-Lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor and the Lessee.

The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor and the Lessee certified copies of the document(s) evidencing the transfer or devolution.

(12) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this Lease be assessed, charged or imposed upon the residential plots hereby demised or on any buildings to be erected thereupon or on the landlord or tenant in respect thereof.

(13) All arrears of rent and other payments due in respect of the residential plots hereby demised or any of them shall be recoverable in the same manner as arrears of land revenue.

(14) The Lessee or a Sub-Lessee, as the case may be, shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.

(15) The Lessee or a Sub-Lessee, as the case may be, shall not without sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the demised residential plots or plot.

(16) The Lessee or a Sub-Lessee, as the case may be, shall not without the written consent of the Lessor carry on, or permit to be carried on, on any residential plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor, the Lessee, other Sub-Lessees and persons living in the neighbourhood

PROVIDED that if the Lessee or a Sub-Lessee, as the case may be, is desirous of using any residential plot or the building thereon for a purpose other than that of private dwelling, the Lessor may allow such change of user on such terms and conditions, including payment of additional premium and additional rent, as the Lessor may in his absolute discretion determine.

(17) The Lessee or Sub-Lessees, as the case may be, shall at all reasonable times grant access to the residential plots to the Chief Commissioner for being satisfied that the covenants and conditions herein contained have been and are being complied with.

(18) The Lessee and save as provided in Clause VII the Sub-Lessees shall on the determination of this Lease peaceably yield up the residential plots and the buildings thereon unto the Lessor.

III. If the sum or sums payable towards the premium or the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this Lease or any Sub-Lease

has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud or if there shall have been in the opinion of the Lessor, whose decision shall be final, any breach by the Lessee or by any person claiming through or under it of any of the covenants or conditions herein contained and on its part to be observed or performed, then and in any such case, it shall be lawful for the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the residential plots hereby demised and the buildings thereon to re-enter upon and take possession of the residential plots or any of the sub-leased plots and the buildings and fixtures thereon in respect of which any sum or rent has been in arrear, or such suppression, mis-statement, mis-representation or fraud or breach has been committed and thereupon this demise and everything herein contained shall cease and determine in respect of the residential plots or the sub-leased plot or plots so re-entered upon and the Lessee and the Sub-Lessee(s) shall not be entitled to any compensation whatsoever, nor to the return of any premium paid

PROVIDED that, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his right of re-entry as aforesaid, and in his absolute discretion, waive or condone breaches, temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him and may also accept the payment of the said sum or sums or the rent which shall be in arrear as aforesaid together with interest at the rate of six per cent per annum.

IV. No forfeiture or re-entry shall be effected until the Lessor has served on the Lessee and the Sub-Lessee concerned a notice in writing

- (a) specifying the particular breach complained of, and
- (b) if the breach is capable of remedy, requiring the Lessee and the Sub-Lessee concerned to remedy the breach,

and the Lessee and the Sub-Lessee concerned fail within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy; and in the event of forfeiture or re-entry the Lessor may in his discretion relieve again forfeiture on such terms and conditions as he thinks proper.

Nothing in this clause shall apply to forfeiture or re-entry

(a) for breach of covenants and conditions relating to sub-division or amalgamation, erection and completion of buildings, within the time provided and transfer of any of the residential plots as mentioned in Clause II, or

(b) in case this Lease or any Sub-Lease has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.

V. The rent hereby reserved shall be enhanced from the first day of January one thousand nine hundred and _____ and thereafter at the end of each successive period of thirty years provided

that the increase in the rent fixed at each enhancement shall not at each such time exceed one-half of the increase in the letting value of the site without buildings at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor

PROVIDED ALWAYS that any such assessment of the letting value for the purpose of this provision shall be subject to the same right on the part of the Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887 (Act XVII of 1887), or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

VI. The Lessor shall, in addition to all his other rights, have the right, in the event of failure of the Lessee to observe and perform any of the covenants and conditions herein contained, to require and enforce the performance and compliance therewith from the Sub-Lessee so far as these relate to the residential plot sub-leased to him, and to realise directly from the Sub-Lessee the yearly rent and all other sums due and payable by him under the Sub-Lease to the Lessee.

VII. In the event of the dissolution of the Lessee, for whatever cause, this Lease shall stand determined and

(a) the Sub-Lessee shall be deemed to be the successor-in-interest of the Lessee under these presents, and all rights and obligations of the Lessee hereunder shall devolve upon the Sub-Lessee in so far as these pertain to the residential plot sub-leased to him and he shall observe and perform the said obligations to the Lessor; and

(b) the Lessor shall be deemed to be the successor-in-interest of the Lessee under the Sub-Lease and all rights and obligations of the Lessee thereunder shall devolve upon the Lessor, and the Sub-Lessee shall observe and perform his obligations under the Sub-Lease to the Lessor.

VIII. In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred to the sole arbitration of the Chief Commissioner or any other person appointed by him. It will be no objection that the arbitrator is a Government servant, and that he has to deal with the matters to which the Lease relates, or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making and publishing the award.

Subject as aforesaid, the Arbitration Act, 1940, and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.

IX. All notices, orders, directions, consents or approvals to be given under this Lease shall be in writing and shall be signed by such officer as may be authorised by the Chief Commissioner and shall be considered as duly served upon the Lessee if the same shall have been delivered at or sent by post to the registered office of the Lessee and upon a Sub-Lessee or any person claiming any right to a residential plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said residential plot or shall have been delivered at or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the Sub-Lessee or such person.

X. (a) All powers exercisable by the Lessor under this Lease may be exercised by the Chief Commissioner. The Lessor may also authorise any other officer or officers to exercise all or any of the powers exercisable by him under this Lease.

(b) The Chief Commissioner may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this Lease except the powers of the Lessor exercisable by him by virtue of sub-clause (a) above.

XI. In this Lease, the expression "the Chief Commissioner" means the Chief Commissioner of Delhi for the time being or, in case his designation is changed or his office is abolished, the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions similar to those of the Chief Commissioner by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Chief Commissioner under this Lease.

XII. The expressions "the Lessor", and "the Sub-Lessee" hereinbefore used shall where the context so admits include, in the case of the Lessor, his successors and assigns, and, in the case of the Sub-Lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the sub-leased interest created by a sub-lease shall for the time being be vested by assignment or otherwise, and the expression "the Lessee", hereinbefore used shall mean the

Society.

XIII. This lease is granted under the Government Grants Act, 1895 (Act XV of 1895).

IN WITNESS WHEREOF Shri _____
for and on behalf of and by the order and direction of the Lessor has hereunto set his hand and the common seal of the Lessee has hereunto been affixed the day and year first above written.

SCHEDULE ABOVE REFERRED TO

Signed by _____
for and on behalf of and by the order
and direction of the President of India
(Lessor) in the presence of
(1) Shri _____
The Common Seal of _____
Society (Lessee) is hereby affixed in
the presence of Shri _____
(Name and designation) in pursuance
of bye-law No. _____
of the _____
Society (Lessee)/Resolution No. _____
dated the _____
of the Managing Committee of the _____
Society (Lessee) and the said Shri _____
has signed in the presence of :
(1) Shri _____
(2) Shri _____

(Seal)

ANNEXURE - B

D. S. Mehta
D. S. Mehta
President
Bharatiya Co-operative House Building Society Ltd.
(House-building Cooperative Societies
Undeveloped Area)

DELHI ADMINISTRATION
(Land and Building Department) SANKRANTHA CO-OP. HOUSE BLDG. SOCIETY LTD.

PERPETUAL SUB-LEASE

THIS INDENTURE made this _____ day of _____ One thousand nine hundred _____

and _____
BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor")
of the one part and _____

_____ a society registered under the Bombay Cooperative Societies Act, 1925,
as in force in the Union Territory of Delhi and having its registered office
at _____

(hereinafter called "the Lessee") of the second part and Shri/Shrimati _____

(hereinafter called "the Sub-Lessee") of the third part.

WHEREAS BY A LEASE executed on the _____ day of _____ one thousand nine hundred _____

and _____ and registered in the office of the
Registrar/Sub-Registrar, Delhi/New Delhi (hereinafter called "the lease"),
a copy of which is annexed hereto and marked 'A' the Lessor demised unto
the Lessee in perpetuity the residential plot as mentioned therein.

AND WHEREAS under the Lease the Lessee has to sub-lease, on such
premium and yearly rent as may be fixed by the Lessor, one residential plot
to each of the members of the Lessee who may be approved by the Lt.
Governor of Delhi (hereinafter called "the Lt. Governor")

AND WHEREAS the Sub-Lessee has applied to the Lessee for the grant
of a perpetual sub-lease of a residential plot, and, on the faith of the statements
and representations made by the Sub-Lessee, the Lessee, has agreed to grant
and the Lessor has agreed to confirm a perpetual sub-lease of a residential plot

AND WHEREAS on an application by the Lessee the Lessor has fixed the
amount to be paid initially towards premium before the execution of these
present (and the Lessor shall fix subsequently additional sum or sums payable
towards premium as provided in the covenants hereinafter contained) and the
fully paid of the residential plot hereby sub-leased.

AND WHEREAS the Lt. Governor has approved the Sub-Lessee

NOW THIS INDENTURE WITNESSETH that, in consideration of the Sub-Lessee having paid the Lessee Rs. _____ (Rupees _____)

only) towards premium before the execution of these presents (the receipt whereof the Lessee hereby acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the Sub-Lessee hereinafter contained, the Lessee doth hereby sub-lease and the Lessor doth hereby confirm unto the Sub-Lessee ALL THAT plot of land being the residential plot No. _____ Block No. _____ in the lay-out plan of _____

containing by admeasurement an area of _____ or thereabouts situate at _____

which residential plot is more particularly described in the schedule hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (hereinafter referred to as "the residential plot") TOGETHER with all rights, easements and appurtenances whatsoever to the said residential plot belonging or appertaining (subject to the exceptions and reservations contained in the Lease) TO HOLD the premises hereby sub-leased unto the Sub-Lessee in perpetuity from _____

day of _____ One thousand nine hundred and _____ YIELDING AND PAYING therefor yearly rent payable in advance of Rs. _____ (Rupees _____)

only) upto the _____ day of _____ one thousand nine hundred and _____ and thereafter at the rate of two and a half per cent of the premium (the sum already paid and such other sum or sums hereafter to be paid towards premium under the covenants and conditions hereinafter contained) or such other enhanced rent as may hereafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half-yearly payments on the first day of January and the first day of July in each year at the registered office of the Lessee or at such other place as may be notified by the Lessee for this purpose, from time to time, the first of such payments to be made on the first day of _____ one thousand nine hundred and _____ and the rent amounting to Rs. _____ (Rupees _____ only) from the date of commencement of this Sub-Lease to the last mentioned date having been paid before the execution of these presents

Subject always to the exceptions, reservations, covenants and conditions contained in the Lease and hereinafter contained, that is to say, as follows:—

1. The lessor excepts and reserves unto himself all mines minerals, coals, gold-washing, earth oil and quarries in or under the residential plot, and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and

enjoying the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee and/or the Sub-Lessee as may be entitled for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

II. The Sub-Lessee for himself, his heirs, executors, administrators and assigns covenant with the Lessee and the Lessor in the manner following, that is to say:—

(1) The Sub-Lessee shall pay to the Lessee within such time such additional sum or sums towards premium in respect of the residential plot as may be decided upon and fixed by the Lessor on account of the compensation awarded by the Land Acquisition Collector being enhanced on reference or in appeal or, both as mentioned in sub-clauses (1) and (5) (a) of Clause II of the Lease and the decision of the Lessor in this behalf shall be final and binding on the Sub-Lessee and the Lessee.

The yearly rent of two and a half per cent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessee before the execution of these presents and on such additional sum or sums payable towards premium as provided herein from _____ day of _____ one thousand nine hundred and _____

(2) The Sub-Lessee shall pay unto the Lessee the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.

(3) The Sub-Lessee shall not deviate in any manner from the layout plan nor alter the size of the residential plot whether by sub-division, amalgamation or otherwise.

(4) The Sub-Lessee shall at all times duly perform and observe all the covenants and conditions which are contained in the Lease on the part of the Lessee or Sub-Lessee thereunder to be performed and observed in so far as the same may be applicable to affect and relate to the residential plot sub-leased to him.

(5) The Sub-Lessee shall, within a period of two years from the _____ day of _____ one thousand nine hundred _____ (and the time so specified shall be of the essence of the contracts) after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority, at his own expense, erect upon the residential plot and complete in a substantial and workmanlike manner a residential building for private dwelling with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority.

(6) (a) The Sub-Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot in any form or manner, bona fide or otherwise, to a person who is not a member of the Lessee.

(b) The Sub-Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot to any other member of the Lessee except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.

PROVIDED that, in the event of the consent being given, the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e., the difference between the premium paid and the market value) of the residential plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding.

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the property after deducting fifty per cent of the unearned increase as aforesaid.

(c) Notwithstanding anything contained in sub-clauses (a) and (b) above, the Sub-Lessee may, with the previous consent in writing of the Chief Commissioner, mortgage or charge the residential plot to such person as may be approved by the Lt. Governor in his absolute discretion.

PROVIDED that, in the event of the sale or fore-closure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover the fifty per cent of the unearned increase in the value of the residential plot as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said residential plot shall be final and binding on all parties concerned.

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the unearned increase as aforesaid.

(7) The Lessor's right to the recovery of fifty per cent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

(8) Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clauses (6)(a) and (6)(b) above, the Sub-Lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the residential plot for purposes of private dwelling only on a tenancy from month to month or for a term not exceeding five years.

(9) Whenever the title of the Sub-Lessee in the residential plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein or contained in the Lease and be answerable in all respects therefor in so far as the same may be applicable to, affect and relate to the residential plot.

4

(b) The Sub-Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot to any other member of the Lessee except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.

PROVIDED that, in the event of the consent being given, the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e., the difference between the premium paid and the market value) of the residential plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding.

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(8) Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clauses (6)(a) and (6)(b) above, the Sub-Lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the residential plot for purposes of private dwelling only on a tenancy from month to month or for a term not exceeding five years.

(9) Whenever the title of the Sub-Lessee in the residential plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein or contained in the Lease and be answerable in all respects therefor in so far as the same may be applicable to, affect and relate to the residential plot.

(10) Whenever the title of the Sub-Lessee in the residential plot is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer give notice of such transfer in writing to the Lessor and the Lessee.

In the event of the death of the Sub-Lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor and the Lessee.

The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor and the Lessee certified copies of the document(s) evidencing the transfer or devolution.

(11) The Sub-Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this Sub-Lease be assessed, charged or imposed upon the residential plot hereby sub-leased or on any buildings to be erected thereupon or on the landlord or tenant in respect thereof.

(12) All arrears of rent and other payments due in respect of the residential plot hereby sub-leased shall, in the event of the same becoming recoverable by the Lessor, be recoverable by the Lessor in the same manner as arrears of land revenue.

(13) The Sub-Lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.

(14) The Sub-Lessee shall not without the sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the residential plot.

(15) The Sub-Lessee shall not without the written consent of the Lessor carry on, or permit to be carried on, on the residential plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor, the Lessee and other Sub-Lessees and persons living in the neighbourhood.

PROVIDED that, if the Sub-Lessee is desirous of using the said residential plot or the building thereon for a purpose other than that of private dwelling the Lessor may allow such change of user on such terms and conditions, including payment of additional premium and additional rent, as the Lessor may in his absolute discretion determine.

(16) The Sub-Lessee shall at all reasonable times grant access to the residential plot to the Chief Commissioner and the Lessee for being satisfied that the covenants and conditions contained herein and in the Lease have been and are being complied with.

(17) The Sub-Lessee shall on the determination of this Sub-Lease peaceably yield up the said residential plot and the buildings thereon unto the Lessee or the Lessor, as may be entitled.

III. If the sum or sums payable towards the premium or the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this Sub-Lease has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud or if there shall have been, in the opinion of the Lessee or the Lessor, and the decision of the Lessor shall be final any breach by the Sub-Lessee or by any person claiming through or under him of any of the covenants or conditions contained herein and in the Lease and on his part to be observed or performed, then and in any such case, it shall be lawful for the Lessor or the Lessee with the prior consent in writing of the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the residential plot hereby sub-leased and the building thereon, to re-enter upon and take possession of the residential plot and the buildings and fixtures thereon, and thereupon this Sub-Lease and everything herein contained shall cease and determine in respect of the residential plot so re-entered upon, and the Sub-Lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him.

PROVIDED that, notwithstanding anything contained herein to the contrary, the Lessor, in his absolute discretion, or the Lessee with the prior consent in writing of the Lessor, may, without prejudice to the right of re-entry as aforesaid, waive or condone breaches, temporarily or otherwise, on receipt of such amount by the Lessor or by the Lessee on behalf of the Lessor and on such terms and conditions as may be determined by the Lessor and the Lessor or the Lessee whoever may be entitled may also accept the payment of the said sum or sums or the rent which shall be in arrear as aforesaid together with interest at the rate of six per cent per annum. The amounts for waiver or condonation received by the Lessee from the Sub-Lessee shall be paid forthwith by the Lessee to the Lessor subject to such deductions as the Lessor may, in his absolute discretion, allow to be retained by the Lessee.

IV. No forfeiture or re-entry shall be effected until the Lessor or the Lessee has served on the Sub-Lessee a notice in writing

(a) specifying the particular breach complained of, and

(b) if the breach is capable of remedy, requiring the Sub-Lessee to remedy the breach,

and the Sub-Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy; and in the event of forfeiture or re-entry the Lessor in his discretion or the Lessee, with the prior consent in writing of the Lessor, may relieve against forfeiture on such terms and conditions as the Lessor thinks proper.

Nothing in this clause shall apply to forfeiture or re-entry.

(a) for breach of covenants and conditions relating to sub-division, amalgamation, erection and completion of building within the time provided and transfer of the residential plot as mentioned in Clause II, or

(b) in case this Sub-Lease has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.

V. The rent hereby reserved shall be enhanced by the Lessor from the first day of January one thousand nine hundred and _____ and thereafter at the end of each successive period of thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one-half of the increase in the letting value of the site without building at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor.

PROVIDED ALWAYS that such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the Sub-Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887 (Act XVII) of 1887, or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

VI. The Lessor shall, in addition to all his other rights, have the right in the event of the failure of the Lessee to observe and perform any of the covenants and conditions contained in the Lease, to require and enforce the performance and compliance therewith from the Sub-Lessee so far as those relate to the residential plot sub-leased to him and to realise directly from the Sub-Lessee the yearly rent and all other sums due and payable by him thereunder to the Lessee.

VII. In the event of the dissolution of the Lease, for whatever cause, the Lease shall stand determined and

(a) the Sub-Lessee shall be deemed to be the successor-in-interest of the Lessee under the Lease, and all rights and obligations of the Lessee thereunder shall devolve upon the Sub-Lessee in so far as those pertain to the residential plot hereby sub-leased to him and he shall observe and perform the said obligations to the Lessor; and

(b) the Lessor shall be deemed to be the successor-in-interest of the Lessee under these presents, and all rights and obligations of the Lessee hereunder shall devolve upon the Lessor, and the Sub-Lessee shall observe and perform his obligations under this Sub-Lease to the Lessor.

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Nothing in this clause shall apply to forfeiture or re-entry.

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PROVIDED ALWAYS that such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the Sub-Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887 (Act XVII of 1887), or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

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(b) the Lessor shall be deemed to be the successor-in-interest of the Lessee under these presents, and all rights and obligations of the Lessee hereunder shall devolve upon the Lessor, and the Sub-Lessee shall observe and perform his obligations under this Sub-Lease to the Lessor.

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VIII. In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred to the arbitrator, under this Sub-Lease to the Lessor.

(b) the Lessor shall be deemed to be the successor-in-interest of the Lessee under these presents, and all rights and obligations of the Lessee hereunder shall devolve upon the Lessor, and the Sub-Lessee shall observe and perform his obligations to the Lessor, and

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PROVIDED ALWAYS that such assessment of letting value for the purpose of appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

by the Lessor.

assessed by the Collector or Additional Collector of Delhi as may be appointed at the date on which the enhancement is due and such letting value shall be increased one-half of the increase in the letting value of the site without building thereon at the end of each successive period of thirty years, provided that the day of January one thousand nine hundred and

(b) in case this Sub-Lease has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.

(a) for breach of covenants and conditions relating to sub-division or management, erection and completion of building within the time provided and transfer of the residential plot as mentioned in Clause II, or

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(b) in case this Sub-Lease has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.

V. The rent hereby reserved shall be enhanced by the Lessor from the first day of January one thousand nine hundred and _____ thereafter at the end of each successive period of thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one-half of the increase in the letting value of the site without building at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor.

PROVIDED ALWAYS that such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the Sub-Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887 (Act XVII) of 1887, or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

VI. The Lessor shall, in addition to all his other rights, have the right in the event of the failure of the Lessee to observe and perform any of the covenants and conditions contained in the Lease, to require and enforce the performance and compliance therewith from the Sub-Lessee so far as those relate to the residential plot sub-leased to him and to realise directly from the Sub-Lessee the yearly rent and all other sums due and payable by him thereunder to the Lessee.

VII. In the event of the dissolution of the Lease, for whatever cause, the Lease shall stand determined and

(a) the Sub-Lessee shall be deemed to be the successor-in-interest of the Lessee under the Lease, and all rights and obligations of the Lessee thereunder shall devolve upon the Sub-Lessee in so far as those pertain to the residential plot hereby sub-leased to him and he shall observe and perform the said obligations to the Lessor; and

(b) the Lessor shall be deemed to be the successor-in-interest of the Lessee under these presents, and all rights and obligations of the Lessee hereunder shall devolve upon the Lessor, and the Sub-Lessee shall observe and perform his obligations under this Sub-Lease to the Lessor.

VIII. In the event of any question, dispute or difference arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred to the

the arbitration of the Chief Commissioner or any other person appointed by him. It will be no objection that the arbitrator is a Government servant, and that he has to deal with the matters to which the Lease or the Sub-Lease relates, or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making and publishing the award.

Subject as aforesaid, the Arbitration Act, 1940, and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.

IX. All notices, orders, directions, consents or approvals to be given under this Sub-Lease shall be in writing and shall be signed by such officer as may be authorised by the Chief Commissioner, when the same are given on behalf of the Lessor or the Chief Commissioner, or by such person as may be authorised by the Lessee, when the same are given on its behalf, and shall be considered as duly served upon the Sub-Lessee or any person claiming any right to the residential plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the residential plot or shall have been delivered at or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the Sub-Lessee or such person.

X. (a) All powers exercisable by the Lessor under this Sub-Lease may be exercised by the Chief Commissioner. The Lessor may also authorise any other officer or officers to exercise all or any of the powers exercisable by him under this Sub-Lease.

(b) The Chief Commissioner may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this Sub-Lease except the powers of the Lessor exercisable by him by virtue of sub-clause (a) above.

XI. In this Sub-Lease, the expression "the Chief Commissioner" means the Chief Commissioner of Delhi for the time being or, in case his designation is changed or his office is abolished, the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions similar to those of the Chief Commissioner by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Chief Commissioner under this Sub-Lease.

XII. The expressions "the Lessor" and "the Sub-Lessee" heretofore used shall where the context so admits include, in the case of the Lessor, his successors and assigns, and, in the case of the Sub-Lessee, his heirs, executors, administrators or legal representatives and the person or persons in whom the sub-leased interest created by the sub-lease shall for the time being be vested by assignment or otherwise, and the expression "the Lessee" hereinafter used shall mean the

Society.

IN WITNESS WHEREOF Shri _____
for and on behalf of and by the order and direction of the Lessor has hereunto
set his hand and the Common Seal of the Lessee has hereunto been affixed and
Shri Shrimati _____

the Sub-Lessor, has hereunto set his/her hand the day and year first above-
written.

THE SCHEDULE ABOVE REFERRED TO

All that plot of land being the residential plot No. _____ in Block
No. _____ in the lay-out plan of _____

sanctioned by the Standing Committee of the Municipal Corporation of Delhi/
New Delhi Municipal Committee/Delhi Development Authority/Delhi Canton-
ment Board by Resolution No. _____ dated the _____
day of _____ one thousand nine hundred and _____
and measuring _____ of therabouts
bounded as follows:—

North _____
East _____
South _____
West _____

as shown in the annexed plan and marked with its boundaries in red

Signed by Shri _____
for and on behalf of and by the order and
direction of the President of India
(Lessor) in the presence of:

(1) Shri _____

The Common Seal of _____

_____ Society
(Lessee) is hereby affixed in the
presence of
Shri _____

(Name and designation) in pursuance
of bye-law No. _____
of the _____

(Seal)

_____ Society
(Lessee); Resolution No. _____
dated the _____ of the
Managing Committee of the _____

_____ Society
(Lessee) and the said Shri _____

has signed in the presence of:

(1) Shri _____

(2) Shri _____

IN WITNESS WHEREOF Shri _____
for and on behalf of and by the order and direction of the Lessor has hereunto
set his hand and the Common Seal of the Lessee has hereunto been affixed and
Shri Shrimati _____

the Sub-Lessor, has hereunto set his her hand the day and year first above-
written.

THE SCHEDULE ABOVE REFERRED TO

All that plot of land being the residential plot No. _____ in Block
No. _____ in the lay-out plan of _____

sanctioned by the Standing Committee of the Municipal Corporation of Delhi/
New Delhi Municipal Committee/Delhi Development Authority/Delhi Canton-
ment Board by Resolution No. _____ dated the _____
day of _____ one thousand nine hundred and _____
and measuring _____ or thereabouts
bounded as follows:—

North _____

East _____

South _____

West _____

as shown in the annexed plan and marked with its boundaries in red.

Signed by Shri _____
for and on behalf of and by the order and
direction of the President of India
(Lessor) in the presence of:

(1) Shri _____

The Common Seal of _____

_____ Society
(Lessee) is hereby affixed in the
presence of
Shri _____

(Name and designation) in pursuance
of bye-law No. _____
of the _____

(Seal)

_____ Society
(Lessee)/Resolution No. _____
dated the _____ of the
Managing Committee of the _____

_____ Society
(Lessee) and the said Shri _____

has signed in the presence of:

(1) Shri _____

(2) Shri _____

Signed by Shri. Shrimati

(Sub-Tenant)

in the presence of:

(1) Shri

(2) Shri

(FROM PAGE NO. 162 - 257)

ITEM NOS. 51, 52, 53, 54, 55, 56 & 57 deferred.

(FROM PAGE NO. 162 - 257)

ITEM NOS. 51, 52, 53, 54, 55, 56 & 57 deferred.

ITEM NO. Sub: Constitution of Advisory Council of the Delhi
Development Authority.

58/92

(F.1(1)92/MC/DDA).

A-9/4/92

P R E C I S

Section 5(1) of Delhi Development Act 1957 empowers the Authority to constitute an Advisory Council for the purpose of advising the Authority on the preparation of the Master Plan and all such matters relating to the Planning or development or arising out of or in connection with the administration of the Act, as may be referred to by the Authority.

Among others three persons are to be nominated to serve as members of the Advisory Council under Section 5(2) (f) of Delhi Development Act, 1957 by the Administrator of Union Territory of Delhi to whom the powers were delegated by Central Govt. vide notification No. 18011(28)/67/UD dated 14.02.69.

Now in exercise of the said powers, Administrator of Union Territory of Delhi, has nominated the following three persons to serve as member of the Advisory Council in place of Sh. Daljit Singh (since expired) Smt. Bimla Negi and Dr. S.C.Vats :

1. Sh. J.P.Goel,
D-13A/8, Model Town, Delhi.
2. Sh. Chatter Singh of Rashtriya Majdoor Congress,
1806 Joun Bagh, Tri Nagar, Delhi-35.
3. Sh. Sunil Dev,
B-531, New Friends colony,
New Delhi

The declaration which is required to be filed under the provision of rule 3 of the DDA rules, 1958 has been received from all the three nominated members referred to above.

The matter is placed before the Authority for information.

R E S O L U T I O N

The Authority noted the information.

Item No.

59/92

A-9/4/92

Sub: i) Change of land use of 2.4 hect. of land in Gokul Puri (North of Wazirabad Road) from 'Recreational' to 'Public and Semi Public' (Facility Centre/Service Centre).

ii) Approval of declaration of Development Area. (F.20(14)/91/MP).

P R E C I S

There is a piece of land measuring about 2.4 hect. bounded by village Gokul Puri in the North and East, Wazirabad Road in the South and Eastern Yamuna Canal/existing Gokul Puri Resettlement colony in the West. The Pocket has been acquired by DDN. The land use of the site is prescribed as 'Recreational' as per MPD-2001.

2. In view of the overall deficiency in the social infrastructure of the sub-zone, a layout plan has been prepared for utilisation as per details given below :-

- Area of the site	23968	Sq.mt.
- Police Post	1380	Sq.mt.
- Gas Godown (3 Nos)	1560	Sq.mt.
- SKO/LDO (1 No.)	300	Sq.mt.
- Fruit & Vegetable Booth (1 No.)	42	Sq.mt.
- Milk Booth	20	Sq.mt.
- Service Centre (to be design later)	8576	Sq.mt.
- Primary School (1No.)	4000	Sq.mt.
- E.S.S. (1 No.)	234	Sq.mt.
- Circulation	7856	Sq.mt.

3. The proposal has been considered by the Technical committee in its meeting held on 11.02.91 and the committee recommended change of land use of the entire area of 2.4 hect. from 'Recreational' to "Public and Semi Public"(Facility Centre/Service Centre), keeping in view the following :

- The area is located in between two separate built-up unauthorised colonies.
- This is an acquired pocket and is suitable for making good the dearth of community facilities for the area.
- 4. The matter is placed before the Authority for approval for change of land use of an area of 2.4 hect. from "Recreational" to "Public and Semi Public" (Facility/Service Centre)" as well as approval of declaration of this area as shown in the Plan laid on the table as "Development Area" of the Authority.

R E S O L U T I O N

Resolved that the proposal for change of land use of the site measuring 2.4 hect. from 'Residential' to 'Public and Semi-Public' (Facility-Service Centre)' as well as notification of the site as 'Development Area' be approved.

No.
60/9

Sub: Conversion of lease hold system of land tenure in
Delhi into free hold.
(F.CS/386/Coord.(L)Pt.III

P R E C I S

Govt. of India, Ministry of Urban Development, vide order No.J-20011/12/77-LII dated 14.2.1992 have decided to convert leasehold system of land tenure in Delhi into free hold (APP. 'RR' F.270-84) A public Notice has to be issued by the DDA being a lease administering agency within 60 days from the date of issue of these orders setting out the modalities for implementation of the scheme specifying the procedure etc. for making application for conversion. A copy of the letter DO No.J-20011/12/77/L-II dt. 24.2.1992 from Secretary to GOI, Ministry of Urban Development addressed to the Lt. Governor on this subject is placed at (App. 'SS' F. 285) It is proposed to issue this public notice on 13.4.1992.

2. A brochure containing the salient features of the scheme together with guidelines for applying for conversion is proposed to be sold to the various allottees through the designated branches of one or two banks. So also the filled in applications will be received alongwith conversion and other charges through the banks. A copy of the salient features of the scheme as incorporated in the ^{draft} brochure is at (Appendix 'TT' Page 286-91) for perusal.

3. Briefly, the sanctions of the Government is applicable to:

- (a) Built up plots of 500 sq. mtrs. and below where the lease-/sub-lease has been granted by the public agency for residential purposes;
- (b) Janta/LIG/MIG/HIG and SFS flats and tenements allotted on leasehold basis by the Delhi Development Authority and its Slum Wing;
- (c) 'C' type and 'A' type tenements allotted on leasehold basis by the Department of Rehabilitation/Land & Development Office;
- (d) Flats constructed by group housing societies on land leased by the Delhi Development Authority.

4. DDA has allotted approximately 1,11,218 plots out of the Mazul lands placed under its disposal u/s 22(1) of D.D. Act. Apart from this, DDA has 690.88 acres of GDA land consisting of MDR lands purchased from Ministry of Rehabilitation. DDA has allotted approximately 280 residential plots out of GDA land. The lease conditions of the plots allotted out of MDR lands are, by and large, same

Contd...2

continued from pre-page:

as those of Mazul lands. So also, over two lakh flats allotted under various housing schemes have been constructed mainly on the Mazul lands. However, some flats have also been constructed upon MDR lands/GDA lands.

5. Prior to transfer of the residential land to DDA under the package deal, Ministry of Rehabilitation had allotted a number of plots, leases of which are maintained by L&DD. The Land & Development Office are extending benefit of free held scheme to such allottees. For the sake of uniformity and considering the spirit of Govt. order, it appears necessary to extend the scheme to residential properties in GDA/MDR lands for which specific approval of the Authority is required.

Apart from this, certain other important features relating to the Scheme which need consideration by the Authority are listed below.

6. Clause 1.7 of the Govt. order reads as follows:

"The applicants would be required to file an affidavit that there has been no unauthorised construction. This would not in any case absolve the party of action by the local body under the building bye laws and regulations."

In view of the fact that the order specifically provides that an applicant has to furnish an affidavit that there is no unauthorised construction, the conclusion is inescapable that unless this affidavit is furnished by the applicant, conversion will not be allowed. However, in the various discussions held in the Ministry of Urban Development, it has been indicated that the requirement of the affidavit is only to ascertain if the unauthorised construction exists in a property or not. The Ministry of MD has also indicated that conversion need not be withheld in such cases and list of such cases where there are unauthorised constructions be prepared and referred to the concerned local body for taking action under the building bye-laws. In view of the resultant ambiguity and the fact that the G.O. itself does not explicitly allow conversion in cases where unauthorised construction exists, it is proposed that unless an affidavit stating clearly that there is no unauthorised construction is filed by the applicant, as per the cited provisions of the G.O. the request for conversion will not be entertained.

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7. Clause 1.8 of the Govt. orders reads as under:

"Conversion will be allowed in cases where lease is residential but a portion is being used for purposes other than residential provided additional conversion charges as laid down in Annexure - 'B' for the covered area under non-residential use are paid in addition to the conversion charges payable according to para 1.4. This would not absolve the party of action by the local body or the DDA under the building or master zoning laws regulations."

Allowing conversions in respect of such residential properties where a portion of the premises has been put to a use other than residential, amounts to giving the benefit of the scheme to such allottees who have been violating the conditions of the lease and the provisions of the Master Plan. A distinction also needs to be made between such cases where 'non-residential' use is permissible to an extent as contained in Authority's Resolution No. 7 dated 20.4.1976 (App. 'UU'

Page 292-94 where it was resolved that the specified 'non-residential use' by professionals could be permitted in respect of DDA properties upto 25% of the covered area of 50 sq. mtrs. which ever is less, and all other cases where 'non-residential use' is not at all permissible. It is also to be noted that widespread misuse has been reported in certain localities where plots were allotted by the DDA for residential purposes i.e. Rahini. If conversions are allowed in such cases, it will affect the planned development of Delhi. More importantly, the commercial spaces developed by the DDA will remain unutilised and this in turn would give a fillip to the existing misuse in cases where conversions are allowed. It is presumably for this very reason that the above cited clause 1.8 of the Govt. order specifically provides for conversions only in those cases where 'a portion' of the residential premises is subject to misuse. Unfortunately, however, the government order is silent on the precise extent of the portion of residential premises that is being misused.

To resolve the ambiguity, therefore, the matter was taken up with the Govt. of India proposing that only such residential properties where covered area upto 33% or 50 sq. mtrs., whichever is less, was being put to non-residential use, should be allowed to qualify for conversion. As against this, Government have since clarified that conversion to Free hold should be allowed in all cases where the premises have been put to a use other than

based on the fact that conversion by itself would not absolve the allottees of the action to be taken in such cases by the local bodies under the building by-laws and zoning regulations. Govt. have also sought to justify such a position by stating that if a ceiling is fixed on the extent of qualifying misuse it would lead to "non conversion in some cases thereby resulting in part administration of leases in a particular locality which is not desirable." On the face of it, neither of these arguments are tenable for the following reasons:

- (i) The wording of the Govt. orders specifically refers to cases of "other than residential use" and not "misuse" per se. There is a world of difference between the two as explained in para 7 above. Hence, it cannot be presumed that the intention of the Govt. order is to extend the benefits of conversion to all cases of "misuse" (which is prohibited) in addition to those of "non-residential use" which is permissible.
- (ii) Again, as per the specific wording of the Govt. order, the eligibility for conversion in cases of non-residential use is restricted only to those cases where non-residential use is partial or confined to a 'portion' of the residential premises. It follows therefore that the degree of partial use for non-residential use has to be as inferred and cannot be presumed to include cases where such non-residential use covers virtually cent percent of the residential premises.
- (iii) In the above context, it cannot be ignored that the scope of the conversion scheme has been confined only to residential premises per se and does not cover lease held plots sold in auction or otherwise allotted for commercial purposes. Hence, the owner of DDA plot or built-up property which is 100% commercial and has been sold at market rates for use as an office or shop is specifically excluded from availing of the benefits of the conversion, inspite of the high prices paid by him for such commercial leases. On the other hand, the owner of a residential plot or flat which is 100% residential and has been sold at highly subsidized prices (as in Rohini) for construction of an HIG/LIG/Jante

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flat, would be entitled to get free-hold rights straightaway even though virtually 100% of the said residential premises is being misused for commercial purposes. This anomaly cannot be resolved by Govt. except in 1 of 2 ways viz. by extending the scope of the conversion scheme to either

- (a) to cover all bonafide commercial plots/premises as well as the residential premises being misused for commercial purposes or
- (b) to restrict the eligibility criteria only to those cases of non-residential use of residential premises where the 'portion' thus misused is 25% or less.

8. As per para 1.10 of the Govt. order, the conversion to freehold shall be applicable only for properties which are on lands for which the land use prescribed in the Master Plan/Zonal Development Plan in force is residential. This matter has been considered and it is felt that as most allottees/lessees/sub-lessees of the DDA properties would not be conversant with the various provisions of the Master Plan and hence, in the brochure to be brought out by DDA on the various aspects of the scheme, this provision would be spelled out to explain that conversion would be permissible in all cases where the user of land in the lease-deed/letter of allotment is residential. ^{for office use only}

9. It is also brought to the notice of the Authority that in the normal course conveyance deeds to be given to the applicants need a plan to be annexed showing the property boundaries etc. In view of the fact that thousands of properties are required to be converted into freehold in a time bound manner, Govt. of India have approved that this requirement may be dispensed with and that instead relevant details may be annexed specifying the location of the property through the numbering plans etc.

10. It has also been agreed to by Govt. that in respect of lease-hold premises allotted on hire purchase terms, conversion would be allowed only after all the instalments have been paid.

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15. Constitution of the Urban Development Fund - scope & modalities.

Under Para 5 of the Govt. order, the proceeds from one time conversion in respect of the properties leased by DDA are to be utilised for housing and urban development in Delhi. For this purpose, a separate fund, namely 'Delhi Urban Development fund' is proposed to be established by the Govt. Instructions of the Govt. regarding the procedure for operation and management of the said fund are still awaited. Due to the Govt. scheme for conversion of leasehold land into freehold, DDA will be losing considerable revenue receipts realised in the form of ground rent and also unearned increase/damages etc. This will in turn seriously affect the generation of internal resources by DDA and hamper its funding of major land acquisition & development projects as per provision of MPD-2001. DDA would also be greatly hampered in future in trying to recover money paid out by it by way of enhanced compensation of land, as a result of conversion. At present, the 'Revolving fund' created under the Scheme of Large Scale Acquisition, Development and Disposal of land in Delhi, does not have adequate funds to provide for payment of enhanced compensation as also fresh land acquisition costs @ Rs.6 lakhs per acre. The strategic plan for development of urban extension areas in Delhi over the VIII Plan period 92-97, also envisages a very large investment on acquisition & development of land over the said period amounting to an outlay of Rs.2550 crores approximately on land acquisition alone. If approved, therefore, Govt. will be asked to allow the DDA to utilise all the money credited to the said Delhi Urban Development fund to meet its liabilities by way of land acquisition & development charges for new project as well as enhanced compensation for land acquired earlier.

16. It is important to highlight that implementation of the scheme will require very close monitoring since a time limit of 3 months has been laid to grant conversion in each case. As the benefit of the old rates of 1.4.19 will be available upto 31.3.1993, it is expected that majority of the properties will be converted during this period. There is likely to be additional requirements of manpower and they will also need to be trained. Separate proposals to meet these requirements will be formulated & put up to the competent authority for approval. /MPD letter referred above envisages

Contd.....
Secretary,

appointment of a 'Nodal Officer' who would be totally incharge of this work, monitoring of the scheme by the Authority to ensure smooth transition and computerization of the conversion process. In view of the nature, scope and importance of the scheme, it is proposed to create a post at the level of Additional Commissioner in the scale of Rs.4100-5000, on a full time basis to serve as nodal officer for the implementation of the scheme. This may be approved in principle.

17. The above principles, observations & conclusions are placed before the Authority for consideration and approval as a guideline for further action.

RESOLUTION

FOR OFFICE USE ONLY

After considering the matter in detail and taking note of the position as conveyed by the Ministry of Urban Development vide their letter dated 8.4.92, the Authority resolved, to extend the scheme for conversion of residential leasehold tenure into freehold to cover all DDA-Owned lands as well. It was also resolved to implement the scheme immediately subject to the following:

- i) The scheme provides for conversion of residential leasehold rights into freehold. As such, otherwise eligible properties whose leases have been determined would not qualify for grant of freehold rights until and unless the leasehold rights are duly restored by the competent authority.
- ii) While unauthorised construction would not be a disqualification for purposes of conferment of freehold rights, the Govt. orders require that the same should be duly reported at the time of application for conversion. The affidavit to be prescribed in this regard would need to be suitably emended for the purpose.

- iii) The Govt. order specifically provides for grant of freehold rights in respect of residential leases where a portion of the covered area is used for non-residential purposes. As per section 29 of DD Act, 1957 read with the relevant provisions of the Master Plan, residential premises cannot be utilised for any non-residential ~~premises~~ purpose, except to a limited extent and for certain specific professional activities and pollution free cottage industries. Conversion of leasehold rights to freehold in all other cases would be tantamount to acquiescing in an illegal change of land use and thus contravene all canons of public policy governing grant of residential tenures. Such misused residential premises should not be granted freehold rights as a matter of principle, irrespective as to the extent of misuse.
- iv) Keeping in view the large volume of work and non-availability of ready building plans, conveyance deeds may be executed by stating the designated number of the dwelling unit and describing the details of the neighbouring premises situated north, south, east and west thereof.
- v) The intention of the Govt. to make conversion compulsory in respect of only residential plots up to 150 sq.mts. in size is anomalous and cannot be sustained on grounds of public policy. Hence, Govt. should be moved to review the matter. In the alternative, all plots should be brought within the scope of the compulsory conversion clause and a suitable time-limit, along with appropriate sanctions for violation thereof, should be prescribed under legislative fiat.
- vi) Govt. have desired that sub-lessees of cooperative society plots/flats may be permitted to pay their ground rent dues directly to DDA for purposes of obtaining speedy conversion rights. As no separate accounts are being maintained by DDA in respect of the ground rent dues of members of cooperative house building societies, a no-objection certificate in a suitable format may be obtained from the society concerned stating either that the payment of ground rent has been fully remitted by the sub-~~lease~~ lessee to the society or that the ground rent is payable for a specified period and the rate thereof per annum. The NOC should be submitted by the sub-lessee along with his application or at any time before his case is processed for grant of freehold rights.

- vii) Govt. may be moved to declare straightaway that the amount received as conversion fee in DDA would be utilised towards payment of enhanced compensation on acquired land as well as for funding fresh acquisition and development projects of DDA.
- viii) A full-time post of Additional Commissioner in the scale of Rs. 4100-5300 may be created for implementation of the scheme and adjusted against one of the posts proposed to be created at this level in a separate note on restructuring of Management Wing of DDA, which is pending for consideration and approval of the Authority.
- ix) In the case of flats, the Govt. orders stipulate that all future allotments will be made straightaway on a freehold basis. Hence, land premium charges in respect of all DDA flats would have to be suitably revised so as to take this change in tenurial rights into account. In the interim period, an additional amount equivalent to the corresponding conversion charges may be charged separately on all flats allotted on a freehold basis under the scheme.
- x) In the brochure to be issued by DDA in respect of the scheme, it should be stated that the guidelines/instructions are subject to modifications which may be found necessary from time to time.

For office use of

Sanjay
Jr

Attest

FROM PAGE NO. 270- 324)

ITEM NO. SUB: Revision of Pay Scale of Sr. Stenographers.
61/92 (F.7(114)/90/PB-1/Pt.)

Deferred.

FROM PAGE NO. 270- 324)

ITEM NO. SUB; Revision of Pay Scale of Sr. Stenographers.
61/92 (F.7(114)/90/PB-1/Pt.)

Deferred.

ITEM
NO.
62/92

SUB: Constitution of the Delhi Development Authority
F.No. 2(1)91/MC/

A-9/4/92

P R E C I S

Section 3(1) of the Delhi Development Act, 1957 empowers the Central Government to constitute an Authority to be called as Delhi Development Authority. Under section 3(2) "The Authority shall be a body corporate by the name aforesaid having perpetual succession and a common seal with power to acquire, hold and dispose off property, both moveable and immovable and to contract and shall by the said name, sue and be sued."

2. Under section 3(2)(g) three persons are to be nominated by the Central Government to represent as members of the Delhi Development Authority. Sh. Deepak Parekh, Managing Director, Housing Development Finance Corporation Limited vice Sh. Ramesh Chandra, Administrator, DDMA has been nominated by the Central Government under Notification No. K-11011/20/92-DDA dated 24.3.92 (Appendix _____ Page No. 325) as a member of the Authority.

3. The matter is placed before the authority for information.

R E S O L U T I O N

The information was noted.

- 35 -
(APPENDIX _____ NO. 19/42)

N. 7-11011/20/52-DDA.
Government of India,
Ministry of Urban Development
(Delhi Division)
.....

New Delhi, 24th Dec. 1957.

TO BE PUBLISHED IN PART 2 SECTION 3(11) OF THE G.O.S. & OF INDIA

NOTIFICATION

In exercise of powers conferred by sub-section (2) of section 3, read with clause (3) of sub-section (3) of the same section of the Delhi Development Act 1957 (31 of 1957), the Government hereby nominates Shri Deepak Parakh, Managing Director, Housing Development Finance Corporation Limited as a member of Delhi Development Authority vice Administrator, DDA and takes the following further amendments in the notification of the Govt. of India in the Ministry of Health No. 2.12-173/57-186, dated the 30th Dec., 1957, namely:-

In the said notification 2, in item No. 13, the name of "Shri Ramash Chandra" the following entry shall be substituted, namely: Shri Deepak Parakh.

(S. 11/12/57)
DY. SECRETARY TO THE GOVT. OF INDIA.

To:
The General Manager,
Govt. of India Press,
Ring Road, Mayapuri,
New Delhi.

(FROM PAGE NO. ~~334~~ 327 - 336)

ITEM NO. SUB: Policy reg. allotment of built-up shops
63/92 to allottees of L.P.G. Agencies.

(F.1(211)/83/Impl.)

Deferred.

(FROM PAGE NO. ~~324~~ 327 - 336)

ITEM NO. SUB: Policy reg. allotment of built-up shops
63/92 to allottees of L.P.G. Agencies.

(F.1(211)/83/Impl.)

Deferred.

Item No. Subj: - UTILISATION OF SPACE IN THE PROJECT FOR CONSTRUCTION OF NIGHT SHELTER CUM COMMUNITY FACILITY CUM
6/92.
4-94.92

HAF 158211

File No. P/Commr.(S) Jy-15/7/1992.

2.1.91.8

Shunting of DDA is in the process of completing construction of Night Shelter-Cum-Community Hall-Cum-Haj Tunnel Complex out of Plan Funds provided by Delhi Administration under the Night Shelter Scheme. The complex is located at the junction of Turkman Gate and Asaf Ali Road. It was recommended on intimation from Smt. Tajdar Bohar, Chairperson of Committee vide her letter dt. 11.3.1992 that Hon'ble Prime Minister has acceded to her request to inaugurate the Haj Tunnel on 27.3.1992. She has enclosed a copy of the communication received from Sh. Abdul Khaliq, OSL(Haj), Ministry of External Affairs. There are certain critical issues regarding the funding of the project and the concomitant end use of the built space created therein, which are still unresolved. It is, therefore, imperative that these issues be addressed and resolved so that no embarrassment may be caused subsequent to the inauguration. Some of the important facts and issues arising therefrom are as follows:-

1. Background of the case.

1. On the intervention of CEO, Delhi, VC, DDA, it was decided to explore the possibility of accommodating the requirement of an independent Haj House, on the upper most floor of a Community Facility Centre proposed at the site in question (at the crossing of Turkman Gate and Asaf Ali Road). The initial usage proposed for the building may be seen at (Appendix 'EEB' to page 342) As may be seen, one floor out of the originally proposed five floors was to be used for Haj pilgrims.

2. Subsequently, sometime in August, 1985 there appears to have been another meeting in the chamber of CEO, and Commissioner(s) has recorded that it was decided in the meeting, that a part of the space in the proposed Community facilities complex is to be made available to the Haj Committee on payment basis. It was further decided that the matter be got approved from the Authority through a resolution. However, VC, DDA desired that the requisite approvals from various agencies may first be obtained. This included approval from Technical Committee to the change in land use from tot-let, park, and approval of the DDC.

3. In August, 1989, however, the proposed utilisation of the space created in the project was drastically modified. The proposal submitted by Commissioner (Slum) in this regard may please be seen at (Appendix 'FFF' to page 343-344). This provides for utilisation of the entire complex, now redesignated as Haj Manzil, for the purpose of lodging Haj pilgrims. It also provides for shifting the night shelter facility to a neighbouring location and for funding of the Haj Manzil project from the Night Shelter Scheme. The proposal was approved by I.G. The construction of the building was commenced thereafter, for which a sum of Rs. 40 lakhs was made available by Slum Wing to ILLA (Main) for executing the project as a deposit work. It appears, however, that the Technical Committee examined the matter in 1986, approved the construction of the building subject to a maximum FSI of 200 and (a) Maximum ground floor coverage 80%, (b) Maximum coverage on first floor 70%; (c) Coverage on second floor 50%; (d) Basement equivalent to the ground coverage for the use of storage, servicing, parking etc. (c) Approval of Delhi Urban Art Commission.

A copy of the agenda item placed before the Technical Committee and its resolution are at (Appendix 'GGG' to page 345-349). The proposal also appears to have been cleared subsequently by the D.U.C in its meeting held on 15-2-1990.

II. C.I.G.'s Observations.

While conducting a review of the night shelter scheme for the 7th Plan period, the C.I.G has observed as follows:-

- A sum of 142.75 lacs was diverted towards :
 - i) Construction of Haj Manzil at an estimated cost of 1.3 crores.
 - ii) Renovation of existing Night Shelters.
 - iii) Purchase of a jeep.
 - iv) Rs. 1.00 crores was invested in a Fixed Deposit on 3.4.87 (C.I.G Para of 1989-90)

Although the amount was released by Delhi Administration only for construction of night shelters and not for any other purpose yet the Commissioner (Slum) initiated (Aug. 89) a proposal for the construction of Haj Manzil to be financed out of the unspent balance of the scheme and got the proposal approved by the Lt. Governor. Haj Manzil is a separate project, estimated to cost Rs. 1.3 crores, with

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 - i) Construction of Haj Manzil at an estimated cost of 1.3 crores.
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clearly identified needs for a community and would not be required as a night shelter."

III. Present position of the Project.

1. Sometime in Feb, 1991 a review of the Scheme was conducted, and DDI, taking into account the background of the including the C.G.'s report, recommended that the entire Project may be remodified so as to confirm the night shelter scheme, as was the case when it was originally conceived. In this case, the funding would ultimately be from Night Shelter Scheme. V.C., DDI's recommendation in this regard may please be seen at (Appendix "III" to page 350-351). The matter was thereafter examined by U. Deptt. and Delhi Admn. and finally I.G. decided the matter as follows:-

The building should be used for Haj Pilgrims and also as night shelter and community facility.

The night shelter part shall be used on payment of nominal charges as may be fixed and also the community centre on charges as elsewhere. And the Haj Committee pays house rent for the accommodation used in the Rouse Avenue. A special rental may be charged to it for use of the office accommodation, while the pilgrims may be provided accommodation during the Haj season on paying nominal fee.

This in a nutshell is my idea of the Haj Manshal which may be funded from the U.I. plan funds. As far the unapproved land use, we may move for change if these elements find favour."

2. While releasing the funds in pursuance of this decision, the Finance/ Planning Department has clearly stipulated that funds can be given provided the building is mainly used as a night shelter.

IV. Stand taken by Chairperson, Haj Committee and its implications.

1. Smt. Tajdar Babar, Chairperson, Haj Committee has been categorically stating that the entire building created initially as a night shelter-cum-community facilities complex should be utilised for housing Haj pilgrims. She has even stated that she would like to take over the entire building and also locate the Office of the Haj Committee in this building. She has stated that she would not permit the use of the building as a night shelter complex or as a community hall.

Smt. Tajdar Babar has sought to justify her stand by stating that in the basement which was proposed for Night Shelter, counters have been constructed for completion of formalities relating to immigration, currency exchange, immunisation, booking etc. There is a large counter for the bank and one strong room has been created to be use as a cloak room for

Contd....

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individual lockers. She has also pointed out that the quality of construction is very superior and the use of the facilities by pavement dwellers is likely to seriously damage the property and will also not be acceptable to the Haj Pilgrims who would be residing in the rest of the building. The above position as pointed out by Smt. Tajdar Babar is not incorrect. It is also true that there is a central courtyard in the building which serves as an atrium, and the various parts of the building are organically linked with each other. However, if the arrangement envisaged by Smt. Tajdar Babar is allowed to come about, it will seriously violate the clear stipulation in the terms and conditions laid down by Delhi Administration, before the release of funds was made from the night shelter scheme, and will also not be in consonance with the orders of the L.G. obtaining on the matter. The matter must also be seen in the light of the aforesaid observations of the CAG.

2. One of the suggestions made in the light of L.G.'s orders was that the licence fee may be levied for that portion of the premises which may be temporarily given to the Haj Committee on licence fee basis. The licence fee leviable for this purpose and payable in advance was arrived at on the basis of the rate prescribed by the Delhi Administration for socio-cultural institutions i.e. Rs. 2.5 per sq. ft. per month. This rate was fixed on the basis of the actual cost of maintenance per sq. ft. being incurred by DDA in respect of community halls. However, even the payment of licence fee at this rate for the portion of the building to be allotted to Haj Committee is not acceptable to them. This building which has been created with very superior specifications, has an ambience of opulence about it, and heavy expenditure is likely to be incurred on its maintenance. Even the prescribed scale of Rs. 2.5 per sq. ft. is bound to be totally inadequate for a building of this nature. As it is, the night shelter scheme in its present form, is to be discontinued from the financial year 1992-93. We will therefore, not be able to reimburse the maintenance expenditure from grants made available by Delhi Administration as was hitherto being done. Slum Wing

which is without any other permanent source of revenue will, therefore, have no means of meeting the expenditure on this account.

3. The following major issues therefore emerge:-

a) Unless there is a substantial utilisation of the space primarily for night shelter purposes, and secondarily for community hall the funding of the project under the night shelter scheme cannot be justified. In this context, the condition laid down by Finance Department while releasing funds and CAG's observations are very material.

b) In case the building is to be utilised mainly for Haj pilgrims then the matter has to be examined in the context of the original proposal which was that the cost of building and proportionate cost of land be borne by the Haj Committee.

c) The Slum Wing of DDA has constructed the building only as an executing agency of the Delhi Administration. Since plan funds have been utilised for constructing the building, the asset vests with Delhi Administration and disposal of the asset created from these funds has to be done by the Delhi Administration. In this case, however, the land in question belongs to Slum Wing of DDA and is part of a commercial strip. If is, therefore, decided by Delhi Administration that the entire asset be placed at the disposal of the Haj Committee then the Delhi Admin. may be asked to first reimburse Slum Wing for the cost of land utilised in the project at the reserve price as may be fixed by the Finance Department according to principles prevalent in DDA for fixing such reserve price. Thereafter the building may be taken over by Delhi Administration for such further action as may be deemed fit.

The matter is placed before the Authority for its consideration and approval to the proposal made at (c) above.

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R E S O L U T I O N

The Authority discussed the matter in detail and observed that the building was constructed out of the plan funds released for the night shelter scheme of Delhi Admin.

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-341-A-

It was also noted that the site belonged to DDA (Slum Wing) and that its land use was compatible with both that of a night shelter and Haj Pilgrim centre, for which the clearance of the Technical Committee of DDA had already been obtained. A further point for consideration was the specific observations of the CAG in respect of this building as cited in the agenda note. Keeping all these aspects in view, it was agreed that the newly-constructed building may be used essentially as a night shelter. In respect of that portion/period for which it is required to accommodate Haj Pilgrims, appropriate license fees may be charged. However, it was decided to inspect the site on 11.04.92 before taking a final decision.

(APPENDIX 'EEE' TO ITEM No. 64/92)

THE PROPOSAL :-

The proposed building shall be three storeyed with basement with the following use facilities.

- | | | |
|------|--------------|---|
| i) | Basement | 300 Sqn. area for vishram-griha facility for the pavement dwellers. |
| ii) | Ground Floor | 320 Sqn. area with the multipurpose community hall for the social use of the residents of the area. |
| iii) | First Floor | 320 Sqn. area with the library facility for the residents of the complex. |
| iv) | Second Floor | 320 Sqn. area with independent approach from Bazar Shah Turkman Road for the use of Haj Pilgrims. |
| v) | Third Floor | 36 Sqn. area for the residential use of caretaker of the facility centre. |

A conscious effort has been made to maintain the facade of the building in line with the muslim architecture.

In view of the sensitive location of the project adjoining the historic Turkman Gate and also on the crossing of the Asaf Ali Road and the change of land use, the project needs clearance from the D.D.A., D.U.M.C. and the other concerned authorities.

(ALBIDIR 'FFF' TO ITEM NO. 64/92)

Vice Chairman may kindly see his observations on the bottom of page 17/41. This matter was discussed with the Vice Chairman. To provide the facility of lodging to Haj pilgrims passing through Delhi in our proposed building at Asaf Ali Road was decided quite sometime back in a meeting taken by Chief Executive Councillor with the members of the Walled City. It was a conscious decision that the floors above the night shelter should be utilized for the Haj pilgrims passing through Delhi from time to time. The Haj Committee members wanted a place centrally located and they wanted this entire plot to be allotted to them. It was not found possible to allot this entire plot where a night shelter was going on and providing night shelter relief to hundreds of people every day. Ultimately, it was decided, at the level of the Chief Executive Councillor, that we should have a building where the facilities of night shelter and the Haj pilgrims can go together. We started calling this project as Haj House Project though there was no formal designating the project as such. As a matter of fact, the earlier name for the project was community facilities project. Recently, it has been realised that the complex, if it is to be used simultaneously for the night shelter dwellers and the Haj pilgrims, then it may not be sufficient and the problem of Haj pilgrims will again continue to remain as acute. We have now fixed some locations for shifting of night shelter from the existing plot to a nearby plot at Asaf Ali Road itself so that this Slum Wing facility continues uninterrupted. Now my submissions are as follows :

1. This entire complex should be designated as HAJ MANJIL. This name vibrates much better. Many dignitaries have also advised me that we may call the project as Haj Manjil instead of Haj House. Haj Manjil is a poetic expression and carries better communication.
2. Formal approval may kindly be accorded for using this building totally for the purposes of Haj pilgrims.
3. Night shelter facility will be operated from the neighbourhood location. I have personally interacted with the night shelter users and none of them has any objection as both the locations are just adjacent to each other. At the new location of night shelter, I am proposing to provide still better facilities including training of skills for night shelter users with a view to improving income generating capacity. This scheme is going to be provided to us in the night shelter by the Ministry of Human Resource Development. I am also going to provide them a night dispensary where Slum Wing sponsored Doctor would attend them between 7.30 to 10 PM and give medical care to many persons requiring medical attention. *ve & 24 may be be transferred to wing, which they are already night shelter.*

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(AL. ENDIK '377' TO ITEM NO. 64/92)

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from pre-page . . .

Наймауы:

4. As regards the funding of project is concerned, the project cost is likely to be around Rs.95 lakhs. I have considered the matter, in depth, with our Planning Department and this project will be financed out of our plan sanctioned allocations for the night shelters. Haj Manjil is nothing but a 'Dharmshala'/'Rain Basera' aimed at meeting the requirements of the out-siders coming to Delhi and spending a few days in the absence of any fixed place for them in the Union Territory of Delhi. The charging of this project cost to our sanctioned funds, which are available with us, would be a legitimate investment for creation of this capital asset. Accordingly, the funds will be provided by the Slum Wing.

Presently, the Slum Wing staff is quite pre-occupied on large number of scattered works particularly provision of EI in JJ clusters. Hence, I would request that this particular project, which we have already got approved from the Urban Art. Commission, may be executed by the DDA(Main Wing) under the command of Engineer Member, DDA, as a deposit work on behalf of Slum Wing, DDA. Funds would be provided by the Slum Wing as and when asked for.

6281611
F-763/D-7 (PSSA)

(MANJIT SINGH)
Commissioner (Slums)

VICE CHAIRMAN

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(APPENDIX 'GCG' TO ITEM NO. 64/92)

Item No. 15

Sub: Ground coverage and FAR in respect of the
proposed community facility centre cum Haj
House at Turkman Gate - ZDP A-13,
File No. FAP/3120(44)/86/Part II

80
70
50
The President, Delhi State Haj Committee Smt. Tajdar Babbar has been requesting the DDA for allotment of a suitable land/built up space in Central Delhi for a Haj House. The request was examined by Architect/Planning Officer (Slum) DDA and he has stated that there is no suitable land available in Central Delhi. Subsequently a site inspection was made by the L.C. Delhi along with Smt. Tajdar Babbar, V.C. DDA and Commr. (S & JJR) on 5th Sep. 1986. The open space available measuring 972.40 sq.mt. adjoining the Turkman Gate on Asaf Ali Road was identified for the proposed community facility centre cum Haj House. This open site is earmarked as tot lot/park as a part of the residential area of about 480 flats of Turkman Gate re-development scheme duly approved by DUAC.

2. The matter was also examined by Development Control Wing and it was stated that the land under reference is a part of residential use zone as per draft zonal plan of A-13 whereas community facility centre is permissible within the residential area as such no change of land use is involved for the site under reference.

3. S & JJR Wing prepared a conceptual scheme for a three storeyed community facility centre cum Haj House with 30% ground coverage and basement facility for approval of DUAC and the commission observed the following:

1. Any proposal for this plot needs a very sensitive approach in relation with Historical Turkman Gate and the existing mosques which are in its immediate vicinity.

ii. The present proposal, as submitted by Slums & JJ Wing, DDA was not considered satisfactory and it was felt that this proposal would not at all be suitable at this location.

iii. Any structure proposed at this strategically located site in the immediate vicinity of the historical monument should have a low profile and if anything, should complement rather than overshadow the monument. The structure should be thought fully related in scale and character to the surrounding buildings. For transit facility of the haj pilgrim an open verandah type, well ventilated structure with courtyard may be more suitable. It has also been desired to submit the revised proposal in the light of above observations within one month's time.

4. The Slum & JJ Wing DDA has prepared few alternatives keeping in view the observations of DUAC and they are as follows:

I. Existing position of commercial plots keeping the plot under reference as open tot lot plot.

- | | |
|---|-----------------------|
| i. Total area of the overall scheme including residential portion | 2.70 Hac. |
| ii. Area under commercial strip including half of back service lane as shown under chain lines. | 0.71 Hac. |
| iii. Actual area under ten commercial plots | 0.38 Hac. |
| iv. Area under roads, open spaces, parks, under commercial strip | 0.33 Hac. |
| v. Total covered area on all the floors of the ten commercial plots | 0.38x4 =
1.52 Hac. |
| vi. FAR achieved of the commercial strip only. | 214 |
| vii. Ground coverage achieved for the commercial strip only. | 53.52% |

II. Proposing open park under reference adjoining Turkman Gate for Haj House on FAR of 400.

- | | |
|--|--|
| i. Area under commercial strip | 0.71 Hac. |
| ii. Area under park adjoining Turkman Gate as bounded by chain lines of the commercial strip | 624 Sq.mtrs.
OR
0.06 Hac.
Approx. |
| iii. Ground coverage of the Haj House taking as 100% coverage | 624 sq.mtrs. |
| iv. Taking 400 FAR then total floor area of the Haj House | 624x4=2496
sq.mtrs.
or 0.24 Hac. |
| v. Total floor area including ten commercial plots. | 1.52 + 0.24
1.76 Hac. |
| vi. Overall FAR achieved for the commercial strip i/c Haj House | 247.88 |

- ✓ vii. Overall ground coverage achieved for the commercial strip i/c Haj House 61.97

III. Proposing open park under reference adjoining Turkman Gate for Haj House on F/R of 200.

- i. Area under commercial strip 0.71 Hac.
- ii. Area under park adjoining Turkman Gate as bounded by chain lines of the commercial strip. 624 Sq.mtrs. OR 0.06 Hac.
- iii. Ground coverage of the Haj House taking 624 Sq.mtrs. as 100% coverage.
- iv. Taking 200 FAR then total floor area for the Haj House. $624 \times 2 = 128$ Sq.Mtrs.
- v. Total floor area including the commercial plots. $1.52 + 0.12 = 1.64$ Hac.
- vi. Overall FAR achieved for the commercial strip i/c Haj House 230.98
- vii. Overall ground coverage achieved for the commercial strip including Haj House. 61.97

5. It is observed that by keeping the plot under reference as open tot lot, the FAR achieved for the commercial strip comes to 214 with ground coverage as 53.52% whereas if we opt for 400 FAR and 100% coverage for the proposed plot the FAR achieved for the total commercial strip works out to be 247.88 with ground coverage 61.97%.

6. In the third option if we opt for 200 FAR and 100% coverage for the proposed Haj House on the said plot the total FAR achieved works out to be 230.98 with overall ground coverage remaining as 61.97%.

7. The overall FAR achieved in all the above cases remains within the prescribed norm of 300. ✓

8. As per provision of building bye laws the FAR and coverage for already built up area of walled city are stipulated as 80% on ground floor and 70% on first floor and so on with 150 FAR for two storeyed construction, 200 FAR for three storeyed construction, 250 FAR for four storeyed constn. and so on provided that FAR will not exceed 300.

9. As such the present proposal for Haj House may kindly be allowed with full basement, 80% ground coverage and 400 FAR. The same shall remain within the prescribed limits of 300 FAR as stipulated in bye laws.

10. Matter is placed for the consideration of the Technical Committee.

349

ITEM NO.15: Ground coverage and FAR in respect of the proposed community facility centre-cum-Haj House at Turkman Gate - ZEP A-13
FAP/3120(44)C6-Part II

OK
The proposal was explained by Sh. Jurnail Singh, Architect (Slum & JJ) with the help of the drawings and stated that the existing building line is required to be maintained in the front as there is an existing mosque in the rear.

2. The proposal was discussed in detail and the Technical Committee approved the following norms subject to a maximum FAR of 200 - (a) maximum ground coverage 80%; (b) maximum coverage on first floor 70%; (c) coverage on second floor 50%; (d) basement equivalent to the ground coverage for the use of storage, servicing, parking etc.; and (e) approval of Delhi Urban Art Commission.

Chair.

Meeting ended with a vote of thanks to the

(APPENDIX 'HHH' TO ITEM NO. 64/92)

In the light of the observations of the Vice-Chairman, DDA on pages 40-41/N and page 43/N, observations of CS and LO, pages 43-44/N. Secretary, Finance may kindly peruse my note from pages 45-46/N, comments of CS and final views of LO dated 10.9.91 on the Haj Manzil vs Night Shelter scheme implemented by Slum Deptt., DDA and funded by Delhi Adm.

Department of Urban Improvement would be grateful to have a view on whether the Haj Manzil as conceived on P.50/N may be funded from the Night Shelter Scheme.

Dy. No. 659/50/10.9.91
Pr. Br. of Secy (U.I.)

M. Ghosh
SECRETARY (URBAN IMPROVEMENT)

Secretary
Finance & Planning

10/9/91

Reference 'A' above of the Urban Improvement Secretary's. Let me have the details of Night Shelter Scheme.
Dof *11.9.91*



Seen. L.G. has already expressed the view that this building should be used for Haj pilgrims and also as Night Shelter and Community facility. Funding from Haj fund should not be a constraint. Usage of the building both for Haj pilgrims as well as shelter for less population of Delhi, particularly City covers should cover the purpose of Night Shelter as conceived in the Plan Scheme. Further utilisation of this building for Community facilities will strengthen the long term economic base of the very scheme and should also be welcomed under such Plan schemes.

Secretary (F)
Secretary, Urban Improvement

11.9.91
J.S.R.

from 1

-351-

Support from
... of ...
... friends ...
... the ...
... might ...

X

say (u.i.)

16/9/91

To be communicated to the ...
DOA, immediately, please
mde

22/8/81

674/SOI/17/9

J.S. (u)

21/7/91

674/SOI/24-5

Commissioner
P/68/10
Receipt 24/10/91

spoken.

Needful has been done. The file may
be sent back to Commissioner (S&JJ)-II,
if approved.

16/10/91
DO III

J.S. (u.i.)
Commissioner (S&JJ)-II

17/10/91

Dy. No. 224 Dated 21
Urban Improvement Dept

D No 2072
Dated 21/10/91

FROM PAGE No. 352 -

ITEM NO. SUB: Allotment of land measuring 400 hec. to
65/92 Birla Academy in Instl. Area, Vasant Kunj-II
(West of JNU).

(P.12(1)/70/Instl.).

Deferred.

In ~~consensus~~ ^{consideration}, it was decided that the deferred items will be taken up in the next meeting of the Authority which will be held on 28.4.62.

