

15-6-93

195

DELHI DEVELOPMENT AUTHORITY
(SECRETARY'S OFFICE)

List of the items discussed in the meeting
Delhi Development Authority fixed for 15.06.1993 at 3.
at Raj Niwas , Delhi.

I N D E X.

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4.	90/93	Allotment of flats to those whose structures (Residentials) were demolished in Yamuna - Vihar on 16.04.93. <u>No. F.1(35)/93/LPB/EZ.</u>	26-44
5.	91/93	Cost benefit analysis of Rohini Ph.III & determination of land premium. <u>No. F.16(2)/93/CE.</u>	45-65
6.	92/93	Conceptual Scheme of the area along National Highway-8 near I.G.I. Airport. <u>No. F.10(2)/92/MP.</u>	66-143
7.	93/93	Regarding allotment of land to Academy of Fine Art and Literature. <u>No. F.12(27)/79-IL.</u>	144-153

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8. 94/93 Involvement of private developers in 154 -174
Land Assembly, Development & Disposals
(F.100(2)/92-CL.).
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ch Centre.
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DELHI DEVELOPMENT AUTHORITY

Minutes of the meeting of the Delhi Development
Authority held on 15.06.1993 at 3.00 P.M. at Raj Niwas,
Delhi.

The following were present:-

CHAIRMAN

1. Sh. P.K. Dave.

VICE-CHAIRMAN

2. Sh. S.P. Jakhanwal.

MEMBERS

3. Dr. P.S.A. Sundaram,
Joint Secretary,
Min. of Urban Development.
4. Sh. Virendra Singh,
Commissioner, M.C.D.
5. Sh. H.D. Sharma,
Engineer Member, DDA.
6. Sh. K.N. Khandelwal,
Finance Member, DDA.
7. Sh. D.S. Meshram,
Chief Planner,
T.C.P.O.

SPECIAL INVITEES

8. Shri R.K. Takkar,
Chief Secretary,
Delhi Administration,
Delhi.
9. Shri R.D. Kapoor,
Secretary (Finance),
Delhi Administration,
Delhi.
10. Sh. Jagdish Sagar,
Secretary (I&B),
Delhi Administration,
Delhi.
14. Shri. I.J. Talwar,
Secretary to L.G.,
Delhi.

ALSO PRESENT

15. Shri A.P. Sinha,
Pr. Commissioner, DDA.
16. Shri J.C. Gambhir,
Commissioner (Plg.), DDA.
17. Shri A.P.S. Sahney,
Commissioner (Housing), DDA.
18. Shri U.S. Jolly,
Commissioner (LM), DDA.
19. Shri R.K. Khanna,
Dy. Chief Legal Advisor,
D.D.A.

SECRETARY

20. Ranbir Singh.

ITEM NO. SUBJECT Confirmation of the minutes of
87/93 the last meeting of Delhi Develop-
ment Authority held on 8.6.93
at Raj Niwas, Delhi.
(F.No. 2(2)/93/MC/DDA.)

Resolved that the minutes of the
Delhi Development Authority held on 8.6.93 be
confirmed subject to the following:-

- (a) Para (ii) of item No. 67/93 be
substituted as under:-
" Approved ^{sc}schemes for the welfare of
SCs/STs such as Ambedkar Awas Yojna,
Allotment of shops/stalls.
- (b) The following sub-para be added at the
end of para (2) of item No. 82/93.
" Exact boundary of the land will be
demarcated after a joint site report
by Planning/LFB of DDA in broad
consultation with Nirankari Mandal."

ITEM NO. 88/93 SUBJECT: Conversion of registration from MIG to SFS (Category II) Scheme Vith A. (F.No. 24(63)92/RO/NP.)

The Authority resolved to allow conversion of a maximum of 1000 registrations from MIG category under NPRS, 1979 to SFS (Category-II) subject to the following:-

- a) Applications will be invited from all the waiting registrants of MIG category under NPRS, 1979 desirous of converting their registration to SFS (Category-II) and 1000 applications out of the applications received will be selected for the purpose on the basis of draw of lots, if need be.
- b) Care will be taken to ensure that the terms and conditions and implications of conversion are adequately explained in the advertisement inviting applications for conversion.
- c) The applications accepted for conversion will be constituted into a new SFS scheme known as 'Scheme VI-R' and the convertes registered under this scheme will be given place below the registrants of SFS Category-II (Scheme VI & VI-A).
- d) The difference in the registration amount of MIG and SFS (Category II), as worked out by the Finance Wing, will be charged from the registrants at the time of submission of applications.
- e) A sum of Rs. 500/- will also be charged from each MIG applicant as processing fee(non-refundable).
- f) The registrants will be guided to secure loan from financial institutions according to their requirement. They will however, be informed that 'Hire Purchase Facility' will not be available.

The Authority also desired that more MIG houses should be taken up for construction to clear the backlog.

ITEM NO. SUBJECT
89/93

Modification in the Alignment Plan of Mehrauli-Badarpur Rd. (Part IV) between its intersection with road to Kalkaji Industrial Area and Road to Suraj Kund.

(F.No. 5(17)/63/MP/Pt.-I.)

The Authority resolved to approve the alternative (ii) as given in the agenda note with the stipulations that:-

(a) The school for the blind shall be provided an alternative site to be utilised for the same purpose in any of the schemes of the D.D.A. on usual terms and conditions.

(b) The 'well' and the 'temple' shall be retained within the detailed alignment plan.

(c) MCD shall secure necessary permission from the Ministry of Environment and Forest for the portion of land falling under "forest".

ITEM NO. SUBJECT
90/93

Allotment of flats to those whose structures (Residential) were demolished in Yamuna-Vihar on 16.04.93.

(F.No. 1(35)/93/LPB/EZ.)

The Authority discussed the matter and decided that the names of the evictees of Yamuna Vihar may be expeditiously screened by the Govt. of NCTD for determining the eligibility for allotment of alternative plots under existing policy.

ITEM NO. SUBJECT
91/93

Cost-benefit analysis of Rohini Ph.III & determination of land premium.

(F.No. 16(2)/93/CE.)

The Authority discussed the matter and decided that a fresh cost-benefit analysis may be worked out on the basis of costs flowing from the data of the Rohini project itself. Then the predetermined rates should be compared with those proposed in the agenda note 91/93.

ITEM NO. SUBJECT
92/93

Conceptual Scheme of the area along
National Highway-8 near I.G.I.
Airport.

(F.No. 10(2)/92/MP.)

1. Commissioner(Planning) presented the results of the survey (with the help of the maps) and explained required clarifications and issues enumerated in para (6) of the agenda note.
2. The Authority noted that under the Hotels, Boarding Houses, Guest Houses, Hostels, Lodging Houses and Motels (Building Standards) Regulations 1977 motels were permitted as cases of 'Special Appeal' within the agricultural green belt and rural zone of the Master Plan-1962, if allowed by the Authority. However, in MPD-2001, there is no mention of "motel" while enumerating the uses of agricultural/rural zone. The Authority has constituted a Committee under the Chairmanship of Pr. Commissioner DDA to examine the issue of siting of motels in NCTD.
3. The Authority resolved that recommendations of the aforesaid Committee should be placed before the Authority in its next meeting.
4. The Authority also resolved that necessary changes in MPD-2001 be initiated for including motels as a permissible land use in agricultural/rural zone.
5. In the context of motels likely to be allowed in agricultural/rural zones, the Authority resolved that the finalisation of the layout plan be deferred. Action for declaring the remaining portion of the scheme as 'Development Area' as

- decided earlier, may also be deferred.
6. In the meantime, guidelines for exemption from ULCA Act be prepared by the Govt. of NCTD.
 7. Proposals for change of land use for establishing hotels, especially with foreign capital, to be processed on case-to-case basis after taking into consideration the provisions of MPD-2001.
 8. DDA and MCD to intensify their efforts to stop further unauthorised constructions in the area. Such unauthorised constructions should be dealt with firmness.

ITEM NO. SUBJECT
93/93

Regarding allotment of land to
Academy of Fine Art and Literature.
(F.No. 12(27)/79-IL.)

The Authority considered the proposal and resolved that the request of the Academy of Fine Arts & Literature to sub-let a part of the premises (under construction) for raising the funds for completing the construction be allowed in principle as a special case. Detailed guidelines in this regard be formulated and brought before the Authority in its next meeting.

Further resolved that *it* is not necessary to amend the Master Plan provisions regarding change of land use in such cases as the permission is purely on a temporary basis.

ITEM NO. SUBJECT
94/93

Involvement of Private Developers
in Land Assembly, Development & Disposal.
(F.No. 100(2)/92/CL.)

Deferred.

ITEM NO. SUBJECT Dharamshila Cancer Foundation &
95/93 Research Centre.
(F.No. 11(19)89/IL.)

The Authority resolved that the change in allotment of land from the Trust to the Registered Society be approved and no unearned increase be charged since the Trust has merged into the Society and the Trust and the Society are managed by the same set of people for the same purpose.

(APPENDIX ' B ' TO ITEM NO. 96/93)

DELHI DEVELOPMENT AUTHORITY

MINUTES OF THE MEETING OF D.D.A. HELD
ON 18.6.1993 at 11.30 A.M. AT RAJ NIWAS, DELHI

The following were present:-

CHAIRMAN

1. Shri P.K.Dave,
Lt.Governor, Delhi

VICE-CHAIRMAN

2. Shri S.P.Jakhanwal

MEMBERS

3. Dr. F.S.A.Sundaram,
Jt.Secretary,
Min. of Urban Development
4. Shri Virendra Singh,
Commissioner, M.C.D.
5. Shri H.D.Sharma,
Engineer Member, D.D.A.
6. Shri K.N.Khandelwal,
Finance Member, D.D.A.
7. Shri D.S.Meshram,
Chief Planner,
T.C.P.O.

SPECIAL INVITEES

8. Shri R.K.Takkar,
Chief Secretary,
Delhi Administration,
Delhi
9. Shri R.D.Kapoor,
Secretary (Finance),
Delhi Administration
10. Shri P.V.Jayakrishnan,
Comm. & Secy. (UI & LSG),
Delhi Administration
11. Shri Jagdish Sagar,
Secretary (L&S),
Delhi Administration
12. Shri I.J.Talwar,
Secretary to L.G., Delhi

ALSO PRESENT

13. Shri A.P.Sinha,
Principal Commissioner, D.D.A.
14. Shri S.C.Gupta,
Director (DC&P), D.D.A.
15. Shri R.K.Khanna,
D.C.L.A.

SECRETARY

16. Ranbir Singh

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to serious cash flow problems. He advocated the participation of the private builders/developers in meeting the cost of land acquisition and development to take care of this problem and hence supported the D-2 model.

(4) (i) Jt. Secretary, MOUD, stated that the following aspects should be taken care of while working out a model:

First, the commitment of the DDA through its registration brochures, to allot various categories of houses constructed by DDA.

Secondly, land is provided to DDA after acquisition under Sec.22(1) of the DD Act. Disposal of developed Nazul land is also circumscribed under the duly notified Nazul Rules. Under the existing dispensation DDA cannot dispose of any undeveloped nazul lands.

Third, the present policy of Large Scale Acquisition and Development & Disposal of Land, may require certain amendments for which Govt. is fully seized of the matter.

Fourth, suitable changes in the urban land policy may have to be effected, before taking up pilot projects.

(ii) He was of the opinion that Model D-2 will be difficult to implement. He also felt that allotment of developed residential plots in lieu of built-up houses may also be accorded due priority. Reacting specifically to Model D-1, he apprehended that land acquired for a public purpose cannot be allotted to private builders for making profits as this may lead to legal complications.

(iii) Summarising, he wanted that the aforesaid points should be carefully

harmonised in the model to be selected.

5. Secretary(Finance), Delhi Admn., recalled the circumstances under which DDA was set-up to control and regulate the development of urban land by private colonisers. He felt that Parliamentary debates on the Delhi Land Policy will establish this fact beyond doubt. He felt under Sect.6 of the DD Act, only DDA could acquire land for development of Delhi. However, this point was not accepted by others.

(ii) He also expressed his anxiety about the huge requirement of funds for the development of trunk facilities like water, sewage and power. He felt that development cost should include the cost of such trunk facilities.

(6) Commissioner, MCD, wanted association of MCD right from the beginning when schemes were formulated. He preferred Model D-1 over the others.

(7) Chief Planner, TCPO, referred to the Master Plan estimate of accommodating 4 million people in 24,000 ha. of additional urban extension by the end of the century. Urbanisation on such a large scale can succeed only when land acquisition is speeded up. and 4,000 to 5,000 ha. are acquired and developed every year. He felt that Model D-2 was not practicable. He preferred Model D-1.

(8)(i) VC/DDA recalled two basic aspects of interaction with private developers, viz. they do not want to get involved in land acquisition, and that they want land without making full payment for it. VC apprehended that handing-over possession of land before realising full cost is bound to result in litigation and cash flow problems for the DDA.

He felt that when we were talking of thousands of hectares of land in urban extension, Model E-1 can at least play only a marginal role. Model E-1 can be suitable for small areas in the close proximity of the developed colonies and not for subcities of one million. VC also emphasised that a model involving partial land acquisition is beset with higher costs and delay in land acquisition. This is amply proved by the experience of many States which have adopted this model. Even in Haryana, this model has led to sky rocketting of land acquisition cost.

(ii) VC, DDA apprised the Authority of the reaction of HDPC which feel that joint stock companies in real estate are presently operating in the range of Rs. 30-40 crore and thus they would be interested in projects with about 40 acres of land each.

(9) Chief Secretary also favoured Model D-1. He felt that since Model E-1 is of marginal importance, this cannot be adopted on large scale. He also felt that since Model D-2 has not been favoured, a pilot project on this model may not be necessary.

(10) L.G./Chairman, DDA summed up the discussions and felt that there was urgent need to involve private developers so that developmental work was speeded up. Already considerable delay has occurred and there is need to make a move in this direction without further loss of time. While analysing the various models presented he felt Model D-1 seemed to be most acceptable.

(11) Having considered the views expressed on the subject, the Authority resolved as under:-

(i) A Special Cell be created in DDA

to further process the involvement of private developers.

(ii) General approval was given to Model D-1 and it should be taken up as a pilot project in new developing areas like Dwarka Ph.II, Rohini Ph.IV etc.

(iii) The Special Cell may work out details.

(iv) Modalities and changes required in the policy and statutes be finalised in consultation with MOUD at the earliest.

(v) A draft of the brochure to be issued for public information should be presented before the Authority in the month of August.

(vi) Model E-1 and D-2 may further be examined before they are accepted/rejected.

ITEM NO.
87/93

A-15.06.93

SUB:- Confirmation of the minutes of the meeting of the Delhi Development Authority held on 8.06.93 at Raj Niwas, Delhi.
(F.No. 2(2)/93/MC/DDA.)

P R E C I S

Confirmation of the minutes of the meeting of the Delhi Development Authority held on 8.06.93 at Raj Niwas, Delhi. A copy of the draft minutes is annexed at (Appendix 'A')
Page No. 2-11).

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R E S O L U T I O N

Resolved that the minutes of the Delhi Development Authority held on 08.06.93 be confirmed subject to the following:-

- (a) Para (ii) of item No.67/93 be substituted as under :-

"Approved schemes for the welfare of SCs/STs such as Ambedkar Awas Yojna, Allotment of shops/stalls.

- (b) The following sub-para be added at the end of para (2) of item No.82/93.

"Extact boundary of the land will be demarcated after a joint site report by Planning/LPB of DDA in broad consultation with Nirankari Mandal."

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Delhi Development Authority

Draft minutes of the meeting of the Delhi
Development Authority held on 8.6.1993 at 3.30 P.M.
at Raj Niwas, Delhi.

The following were present :-

VICE-CHAIRMAN

1. Sh. S.P. Jakhanwal (In Chair)

MEMBERS

2. Dr. P.S.A. Sundaram,
Jt. Secretary,
Min. of Urban Development
3. Shri H.D. Sharma,
Engineer Member, DDA
4. Shri K.N. Khandelwal,
Finance Member, DDA
5. Shri D.S. Meshram,
Chief Planner,
T.C.P.O.

SPECIAL INVITEES

6. Shri R.K. Takkar,
Chief Secretary,
Delhi Administration,
Delhi.
7. Shri P.V. Jayakrishnan,
Corr. & Secy. (UI&LSG),
Delhi Administration,
Delhi.
8. Shri Jagdish Sagar,
Secretary (L&B),
Delhi Administration,
Delhi.
9. Shri I.J. Talwar,
Secretary to L.G.,
Delhi.

ALSO PRESENT

10. Shri A.P. Sinha,
Principal Commissioner,
D.D.A.
11. Shri Pradeep Singh,
Additional Commissioner (MCD)

12. Shri J.C. Gambhir,
Commissioner (Planning),
D.D.A.
13. Shri P.N. Gupta,
Commissioner (Personnel), D.D.A.
14. Shri S. Roy,
Commissioner (ID), D.D.A.
15. Shri S.M. Gupta,
C.L.A., D.D.A.
16. Shri U.S. Jolly,
Commissioner (IM).

SECRETARY

17. Ranbir Singh,

<u>ITEM NO.</u> 66/93	Subject	Confirmation of the minutes of the meeting of the Delhi Development Authority held on 16.4.1993 at Raj Niwas, Delhi. <u>(F.No. 2(2)/93/MC/DDA.)</u>
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Resolved that the minutes of the meeting of Delhi Development Authority held on 16.4.1993 be confirmed subject to the following:-

(1) Resolution No. 55/93 be substituted as under:-

" Resolved that the proposal contained in para 2 of the Agenda note be approved subject to the clarification that changes contemplated in cinema houses will be independent of the fact whether they were located in the District Centre, Community Centres/etc. or not."

The Authority was apprised that the Ministry of U.D. had already clarified this issue in September, 1992, therefore, reference to the Ministry of U.D. on this score was not required.

- (11) Resolution No. 63/93 be preceded with the following sentences-

The Authority reviewed action taken on the previous resolutions on this subject.

Item No.
67/93

SUBJECT Annual Action Plan of the Delhi Development Authority for the year 1993-94.

(F.No. 2(9)/93/P&C.)

The information was noted. However, it was decided that the quaterly reviews of Annual Action Plan be brought before the Authority at appropriate time. The Authority also desired that the following items be also given priority during 1993-94.

- i) Handing over of remaining DDA colonies to MCD.
- ii) Ambedkar Awas Yojna Scheme & allotment of shops/stalls to SC/STs.
- iii) Land acquisition & payment of compensation to farmers.

Item No.
68/93

SUBJECT Agriculture Plant nursery with tissue culture Asola Village.

(F.No. 3(194)/63-MP)

Resolved that the proposal contained in para 4(ii) of the agenda note be approved subject to following amendment :-

- i) Basement if constructed is to be used only for parking/services;
- ii) Clause 'C' of 4(ii) to be made a condition of permission which should be binding on the applicant.

Further resolved that amendment in Master Plan was not required. However, MOUD and MCD be informed.

Item No.
69/93

SUBJECT Change of land use of an area measuring 26 hac. (62.22 acres) from 'Agriculture and Water Body' (Use Zone A-4) to 'manufacturing' (Use Zone M-1) near Badarpur Thermal Power Station, New Delhi.

(F.No. 3(56)/89/MP/Pt.)

Resolved that the proposal for change of land use as in para 3 of agenda note be approved and recommended to the Central Government for issuing final notification. Additional requirement of the Badarpur Thermal Power Station be processed separately.

Item No.
70/93

SUBJECT Recruitment Regulations for the post of Staff Car Driver/Driver, Heavy Vehicle Driver, Road Roller Operator and Despatch Rider/Three Wheeler Driver.
(F.No. 4(26)92-PB-IV/Pt.)

Resolved that the Recruitment Rules for the posts of Staff Car Driver/Driver, Heavy Vehicle Driver, Road Roller Operator and Despatch Rider/Three Wheeler Driver be approved subject to the following amendments in Appendixes 'G', 'J', 'M' & 'O' :-

- (i) In Column No. 5, the word "Selection" may be read as "non-selection".
- (ii) In Column No. 11, the following will be added :-
"subject to having passed a driving test to be conducted by the Department."

Item No.
71/93

SUBJECT Ground Coverage FAR and setbacks for plots in Junk Market, Mayapuri Ph. II.

(F.No. 20(7)/78/LSE(I).)

Resolved that the proposals as contained in para 6 of agenda note be approved, however, this should be applicable only to Mayapuri Industrial Area where allotments have already been made. Further resolved that the matter may be recommended to the Central Government for making changes in Master Plan by adding a proviso to the relevant stipulation in MPD-2001.

Item No.
72/93

SUBJECT Additional plan for the construction of Auditorium and Dormitory Building by National Spiritual Assembly of Bahai's House of Worship, Falkaji.

(F.No. 13(50)/78/BI'g.)

Resolved that the proposal for construction of Auditorium and Dormitory building

with maximum built up area of 3000sq. mtrs. by the National Spiritual Assembly of Bahai's of India be approved . . subject to the following :-

- (i) Clearance from the Ministry of U.D. in terms of Agreement be obtained.
- (ii) Modification in notification under Forest (Conservation) Act, 1980 for exclusion of the land from the forest area be got done.

Item No.
73/93

SUBJECT Revision of licence fee & market rent in respect of D.D.A. staff quarters.
(F.No. 6(36)93/SQ/Pt.)

Resolved that the proposal be approved. Authority further resolve that, as a policy, rates of licence fee fixed from time to time by the Directorate of Estate, Ministry of Urban Development be mutatis mutandis made applicable in D.D.A. Arrears from the occupants should be realized in instalments.

Item No.
74/93

SUBJECT Recruitment Regulations for the post of Carpenter, Mason, Painter and Fitter.
(F.No. 1(13)/3-FB-IV.)

Withdrawn.

Item No.
75/93

SUBJECT Recruitment Regulations for the post of Photographer, Dark Room Assistant and Negative-cum-record Assistant.

(F.No. 1(14)/93-FB-IV)

Resolved that the Recruitment Regulations be approved with the amendment that in Column 5 of all these regulations the word "non-selection" be substituted in place of existing word.

Item No.
76/93

SUBJECT Recruitment Regulations for the post of Junior Data Assistant, Senior Data Assistant, Programmer-cum-Console Operator, Assistant Director (System), Dy. Director (Systems) & Director (Systems).

(F.No. 7(5)93/PB-I)

Resolved that the Recruitment Regulations for the post of Junior Data Assistant, Senior Data Assistant, Programmer-cum-Console Operator, Assistant Director (System), Deputy Director (Systems) and Director (Systems) be approved.

Item No.
77/93

- 7 -
SUBJECT Directions under 41(3) D.D. Act, 1957
Shri D.C. Kaushik, M/s Storage &
General Service Pvt. Ltd.

(F.No. S-6(30)/49/Pt./306/OR/113/93)

The Authority resolved that in view of the directions issued under Section 41(3) of Delhi Development Act by the Central Government issues referred in para 9(i) and (ii) stand superceded. Further resolved that issue contained in para 9(iii) of the agenda note be referred to the MOUD for consideration. It was explained that many files on the subject were busy in court cases and it took some time to get them back. The Authority desired the directives of the Govt. should be dealt with most expeditiously on priority basis.

Item No.
78/93

SUBJECT Action Taken Report on the Resolutions passed by the Authority upto 23.3.1993.
(F.No. 2(6)/93/MC/Vol.V.)

The Authority noted the information.

However, position regarding item No. 27/93 pertaining to Sainik Farm Colony will be reviewed subsequently.

Item No.
79/93

SUBJECT Conversion of registration from MIG to SFS (Category-II) Scheme with A.

(F.No. 24(63)92/RD/NP.)

Deferred.

Item No.
80/93

SUBJECT Modification in the Alignment Plan of Mehrauli-Badarpur Road (Part IV) between its intersection with road to Kalkaji Industrial Area and Road to Suraj Kund.

(F.No. 5(17)63/MP/Pt.I)

Deferred.

Item No.
81/93

SUBJECT Allotment of flats to those whose structures (Residential) were demolished in Yamuna Vihar on 16.4.93.

(F.No. 1(35)/93/LPB/EZ)

Deferred.

Item No. 82/93 SUBJECT Allotment of land to Nirankari Mandal at Dheerpur.
(F.No.14(93)/69/CRC/DDA/Pt. III)

1. 18.56 acres of acquired land Dhirpur be allotted to Nirankari Mandal at the token nominal premium of Re.1/-. The compensation assessed for the land under the provision of Land Acquisition Act which is lying in the Revenue Deposit will be immediately transferred to Revolving Fund under intimation to DDA. Ground rent will be payable at the rate of Re.1/- per annum. The allotment will be on normal conditions applicable for allotment to religious institutions as appended in Annexure-A.

3. Para 14.8 of agenda note be treated as deleted.

Item No. 83/93 SUBJECT Cost benefit analysis of Rohini Ph. III and determination of land premium.
(F.No.16(2)/53/CE)

Item No. SUBJECT Cost benefit analysis of Dwarka &
84/93 determination of land premium.
 (F.No.16(3)/93/CE)

i) the "cost benefit analysis" and the manner of execution of project, as laid down in

- 9 -

para 1.0 to 4.2 of the cost benefit analysis for Dwarka Ph.I.

(ii) That Delhi Administration be requested to direct MCD, DESU, DWS and SDU, Chief Engineer (I&F) and PWD to prepare their Action Plan and Commit funds for trunk services through their budget to synchronize with the development and activities as planned by DDA.

(iii) The pre-determined rates as worked out in para 5.2 of the Cost Benefit Analysis for the year 1993-94 be sent for notification by the Government of India.

Item No.
85/93

SUBJECT Conceptual scheme of the area along National Highway-8 near I.G.I. Airport.
(F.No. 10(2)/92/MP.)

Deferred.

Item No.
86/93

SUBJECT Allotment of land to Academy of Fine Arts and Literature.
(F.No. 12(27)/79-IL.)

Deferred.

- 9 :-

para 1.0 to 4.2 of the cost benefit analysis for Dwarka Ph.I.

(ii) That Delhi Administration be requested to direct MCD, DESU, DWS and SDU, Chief Engineer (I&F) and PWD to prepare their Action Plan and Commit funds for trunk services through their budget to synchronize with the development and activities as planned by DDA.

(iii) The pre-determined rates as worked out in para 5.2 of the Cost Benefit Analysis for the year 1993-94 be sent for notification by the Government of India.

Item No.
85/93

SUBJECT Conceptual scheme of the area along National Highway-8 near I.G.I. Airport.
(F.No. 10(2)/92/MP.)

Deferred.

Item No.
86/93

SUBJECT Allotment of land to Academy of Fine Arts and Literature.
(F.No. 12(27)/79-IL.)

Deferred.

Annexure 15

- 10 -

**Broad terms and conditions for allotment of
18.56 acres of land to Nirankari Mandal
in village Dhirpur**

1. The allotted land shall be used for religious purpose and no other purpose whatsoever.
2. The building plans should be got approved from the competent authority/DDA before getting the same sanctioned for the construction on land and construction as per sanctioned plan shall be completed within a period of 2 years from the date of taking over possession of the plot allotted.
3. The allottee shall not sell, transfer, assign or otherwise part with possession of the whole or any part of the said land or any building thereon except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.
 - a) 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 the whole or a portion (as the Lessor may in his absolute discretion determined) of unearned increase in the value (i.e. the difference between the premium paid and the market value) of the said land at the time of sale, transfer, assignment, or parting with the possession and the decision of the Lessor in respect of the market value, shall be final and binding.
 - b) Notwithstanding any thing contained in clause a) above, the Lessee may with the previous consent in writing of the Lt. Governor of Delhi (hereinafter called "The Lt. Governor") mortgage or charge, the said land to such person as may be approved by the Lt. Governor in his absolute discretion.
4. The lease deed agreement shall be executed and got registered by the society at its own cost as and when called upon to do so, by the Lessor (resident of India), DDA.

5. If the allottee violates any terms and conditions as mentioned above and in the perpetual lease deed/agreement the allotment shall be cancelled and possession of the land/p. with superstructure standing thereon if any, will be taken over by the Lessor (President of India)/DDA without any compensation to the Allottees.
6. If the allotment is cancelled for breaches of any terms/conditions of the allotment, the possession of plot/land with building, if any, will be handed over to the DDA by the Allottee on the date given in the cancellation notice.

- 12 -

ITEM NO.
88/93

A-15.06.93

SUB : Conversion of registration from MIG to
SFS (Category-II) Scheme With A.

F. 24(63)92/RQ/NP.

P R E C I S E

From time to time, a large number of requests are being received from MIG registrants for conversion of their registration from NPRS, 1979 to SFS. Generally speaking, grounds mentioned are that their family has grown or their income bracket has undergone a change making them eligible for S.F.S. flats. These are being regretted as there is no provision at present for such conversion of registration.

2. As many as 20,901 registrants of MIG category are awaiting allotment. Considering the present pace of construction of flats, it will be many years before all these registrants are allotted flats. At the same time under SFS (Cat.-II), the number of registrants waiting for allocations of flats is only about 5000. It would, therefore, be in the interest of DDA to invite applications from registrants of MIG category for conversion of registration into SFS (Category-II). By doing so, the number of waiting registrants in the MIG category will get reduced. Moreover, on conversion from MIG to SFS (Category-II), DDA is likely to get an additional amount by way of difference in registration money plus interest for bringing the registrants of M.I.G. category at par with the registrants of SFS (Category-II). In addition, DDA will also be benefitted by getting additional resources from applicants as SFS flats are constructed from the finance received from the allottees/allocates; whereas under NPRS, 1979, flats are constructed by DDA from its own funds.

3. It may, however, be made clear in the brochure that the choice of locality to such transferees will be confined to the specified locations in the brochure. Secondly, there will be no option to refuse acceptance of allocations made on the basis of draw of lots. If they do not accept such allocations, their registration in MIG as well as in SFS (Category-II) will both stand cancelled automatically.

4. The difference in the registration amount of MIG and SFS (Category-II), as worked out by the Finance Wing, will be charged from the registrants at the time of submission of applications. Further, a sum of Rs.500/- will also be charged from the MIG applicants as processing fee.

5. Such converttees will be given place at par with the registrants of SFS (Cat.II) Scheme With A. No conversion from MIG to SFS (Category-II) will be allowed. At present, a maximum of 1000 applicants/converttees applying for conversion within a stipulated time-frame will be accommodated, on the basis of draw of lots, if need be.

6. The matter is placed before the Authority for consideration and approval.

R E S O L U T I O N

The Authority resolved to allow conversion of a maximum of 1000 registrations from MIG category under NPRS, 1979 to SFS (Category-II) subject to the following:-

- (a) Applications will be invited from all the waiting registrants of MIG category under NPRS, 1979 desirous of converting their registration to SFS (Category-II) and 1000 applications out of the applications received will be selected for the purpose on the basis of draw of lots, if need be.

-13/A-

- (b) Care will be taken to ensure that the terms and conditions and implications of conversion are adequately explained in the advertisement inviting applications for conversion.
- (c) The applications accepted for conversion will be constituted into a new SFS scheme known as 'Scheme VI-B' and the convertes registered under this scheme will be given place below the registrants of SFS Category-II (Scheme VI & VI-A).
- (d) The difference in the registration amount of MIG and SFS (Category II), as worked out by the Finance Wing, will be charged from the registrants at the time of submission of applications.
- (e) A sum of Rs.500/- will also be charged from each MIG applicant as processing fee (non-refundable).
- (f) The registrants will be guided to secure loan from financial institutions according to their requirement. They will however, be informed that 'Hire Purchase Facility' will not be available.

The Authority also desired that more MIG Houses should be taken up for construction to clear the backlog.

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ITEM NO.

89/93

A-15.06.93

Sub:- Modification in the Alignment Plan of Mehrauli Badarpur Road (Part IV) between its intersections with road to Kalkaji Industrial area and road to Suraj Kund. File No.F.5(17)63/MP/Pt.I. (By.No.25).

P R E C I S

BACKGROUND

The alignment plan on Mehrauli Badarpur Road in the range from Kalkaji Industrial Area Road crossing upto Suraj Kund Crossing was approved by D.D.A. vide Resolution No.11, Dated 30.4.1973. The R/W of this road as per MPD-62 and 2001 is 250'. Location plan is placed at (App.18' p.19' Plan) and the Authority Resolution No.11 dated 30.4.73 as placed at Appendix-'C' page 20-21-7)

IMPLEMENTATION

The scheme of widening and improvement of Mehrauli Badarpur Road from Kalkaji Industrial Area road crossing to Suraj Kund Crossing (Pt.IV) was approved by MOST in April, 1987 and scheme was approved by Corporation vide Resolution No.958, dated 23.2.1988. MCD started its implementation. Executive Engineer (Bridges-I), MCD informed to DDA that it is not possible to construct the second carriageway in this stretch due to following reasons:-

- (a) In the stretch between Petrol Pump and Municipal Corporation Primary School, Lal Kuan the existing road is passing through the densely built-up area.
- (b) In the approved alignment some structure of the School and an ancient well known as Lal Kuan are also affected.
- (c) The residents of the adjoining area whose residences fall right on the road have represented to MCD that the ever increasing heavy traffic on this road has become a source of great danger for them and have requested that the alignment of this stretch of the road be shifted behind the blind school.

ALTERNATE ALIGNMENT AS PROPOSED BY MCD

The Executive Engineer (Bridges-I), MCD submitted.

...../-

the revised alignment plans, as (laid on table?) The MOST has approved the estimates for the modified alignment as approved by the LOSC. The case was examined^{by the} and MCD was requested to submit the following information :-

- i) Status of the existing colony or structures falling within the R/W of the approved alignment plan. i.e. whether they are regularised or not.
- ii) How much green area will be affected by the proposed diversion of the road in terms of No. of trees, other physical features existing at site as the land use of this area is recreational.
- iii) What will be the use of incidental vacant space to be created by the proposed alignment.

The Executive Engineer (Bridges)-I vide letter dated 28.12.92 gave the following clarifications :-

- i) Lal Kuan Colony comes under rural villages.
- ii) Appox. 57375 Sq.Mtr. of green area will be affected in the R/W and 23715 Sq.Mtr. in the proposed carriageway. 335 trees are affected in the R/W. and 125 trees are affected in the carriageway.
- iii) The vacant spaces will be kept as green area and will be used as park also.

The M.C.D. also demarked the proposed modified alignment at site.

SITE INSPECTIONS

(a) BY DDA & MCD OFFICERS

A joint site inspection of DDA and MCD officers was held on 3.2.1993. The site inspection note is placed at App. 'D' R 22-24. The broad recommendations are as under :

- (i) The proposed bye-pass in the north of the blind school should not be taken up as it passes through the Master Plan green involving cutting of large number of trees and disturbing the Tughlekebad Fort green buffer.
- (ii) MCD has already constructed the additional carriageway in about 80% of the length within the approved r/w between the intersection of Kalka Industrial Area Road and Road to Suraj Kund. Only 100mtr. (Approx.) out of this 500 meter (approx.) stretch is only left out due to few unauthorised workshops/Lands of blind school.
- (iii) It was observed that Blind School could be shifted, if necessary, to some other place.

MCD was requested to take up the acquisition proceedings for acquiring the land required for approved r/w which will enable MCD to construct the res^{up} of the additional carriageway which has already been taken for construction.

(b) BY MINISTER OF URBAN DEVELOPMENT

The letter dated 22.4.93 received from Under Secretary, Ministry of Urban Development is placed at App. 'D' P.No.25. Vide this letter Under Secretary has informed that Minister of Urban Development with

Sh. Sajjan Kumar, MP, VC, DDA Engineer-in-chief, MCD and Additional Secretary Ministry of Urban Development inspected the site on 25.3.93. This was further discussed by Minister of Urban Development with L.G., Delhi on 26.3.93. During the visit, it was felt that instead of demolition of 500 houses for the proposed widening of Mehrauli Badarpur road the alignment could be slightly changed to exclude the residential house, a blind school and a temple. Engineer-in-chief MCD has stated that remaining stretch of road to be widened is about 400 meter. During the discussion with LG, Delhi Minister of Urban Development desired that DDA should approve the change in alignment and make available the land required for widening of the road.

ISSUES

- (a) The proposed bye-pass on the north of the blind school should or should not be taken up as it passes through Master Plan/District Park involving cutting of large number of trees and disturbing Tughlakabad Fort and Master Plan Green buffer declared as protected forest.
- (b) As noticed, during the site inspection of the Commissioner (Planning) dated 3.2.93 out of the 400 to 500 meter stretch, MCD has already constructed 400 meter. The remaining part is only approx. 100 meter. This could be constructed by shifting the blind school some other places as the location of the blind school on 250' wide road may not be desirable and it may be hazardous.

With the above observation, item is placed before Authority to consider following 3 options:

- (1) To implement the alignment plan as approved by Authority vide Resolution no. 11 dated 30.4.1973. (laid on table).

or

- (ii) The alignment plan to be modified near the Lal Kuan towards blind school by saving major part of the existing structures and shifting the blind school either north ward or alternatively to some other suitable location. The trees affected would be much less and these road would not pass through the middle of the green area.
- (iii) To implement the alignment as proposed by MCD in the north of Blind School passing through the Master Plan Green and protected forest involving cutting of large number of trees.

The options at S.No.(ii) & (iii) would be subject to clearance by the Ministry of Environment and Forest.

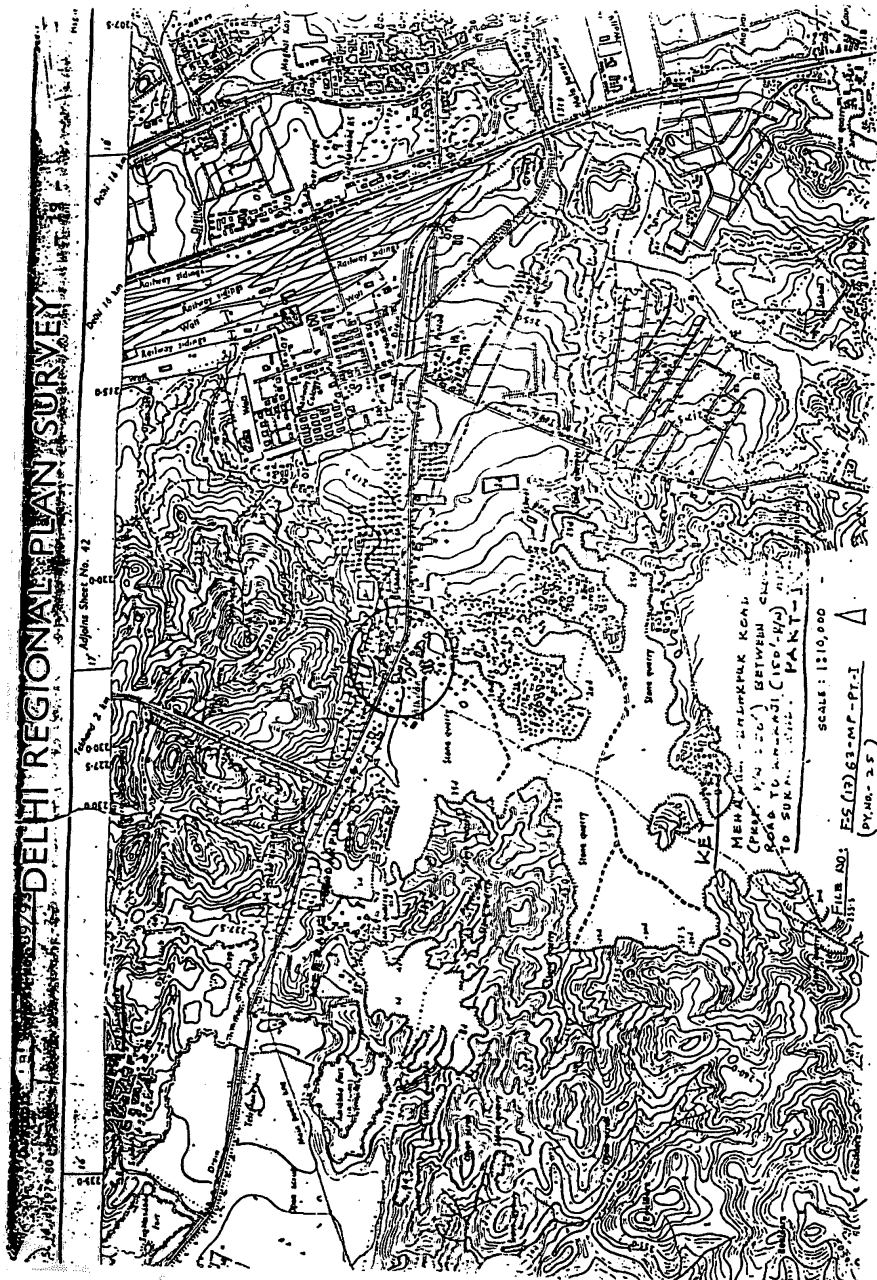
R E S O L U T I O N

The Authority resolved to approve the alternative (ii) as given in the agenda note with the stipulations that:-

- (a) The school for the blind shall be provided an alternative site to be utilised for the same purpose in any of the schemes of the DDA on usual terms and conditions.
- (b) The "well" and the "temple" shall be retained within the detailed alignment plan.
- (c) MCD shall secure necessary permission from the Min. of Environment and Forest for the portion of land falling under "forest".

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Appendix 'C' to Item No. 89/93

No.11 Subject :- Alignment plan of Mehrauli-Badarpur Road (Part III and IV) (F5(29)/69-MP)
30.4.73

The alignment plan of Mehrauli Badarpur Road of the above cited portion as prepared by the T.C.P.P. was considered by the Standing Committee of the Authority, and it desired that this alignment plan be examined and prepared in such a way that the maximum number of houses were saved.

2. The Planning Cell of the Authority, which have examined the plan have stated as under :-

Part III. From 80' wide road to Kalkaji upto the 150' wide road to Kalkaji Industrial area.
.....

No modifications are required as there is no village house affected by the alignment prepared by the TCPC, as such the same may be submitted to the Authority for approval. The petrol pumps falling in this portion will have to be shifted.

Part IV : From 150' wide road to Kalkaji Industrial Area upto the existing road to Suraj Kund.
.....

In this part a portion of Lal Kuan Village and a temple existing near the primary school are affected. In the modified alignment existing structures of the village have been saved. The temple is falling within the right-of-way and is adjusted in the area to be land-scaped within the alignment. However, the primary school and few other kuchha structures have to be removed which are within the alignment. The primary school may be located elsewhere in the sites, proposed in the village development plan/zonal plan.

....2/-

-: 21 :-

3. The case was discussed in the meeting of the Technical Committee. The Committee approved the alignment plan as suggested above.

4. The matter is placed before the Authority for consideration.

RESOLUTION

Resolved that the recommendations of the Technical Committee as contained in para 3 above be approved.

APPENDIX 'D' TO ITEM NO. 89/93

DELHI DEVELOPMENT AUTHORITY
(PERSPECTIVE PLANNING WING)
TRAFFIC AND TRANSPORTATION UNIT-II

No. F.5(17)63-MP/Pt.1/597

Dated: 17.2.93.

Sub:- Joint site inspection report for widening and improvement of M.B. Road from Sakaji Industrial Area Road crossing to Suraj Kund Road crossing.
F.5(17)63-MP/Pt.1 (L-25).Received City

A joint site inspection of DDA and MCD officers was held on 3rd Feb., 93 for the bye-pass of M.B. Road near Lal Kuan village proposed by MCD.

Following were present:DDA

1. Sh. J.C. Gambhir, Commr. (Plg.)
2. Sh. S.C. Gupta, Director (DC&P).
3. Sh. Ashok Bhattacharjee, Dy. Dir. (T) II.
4. Sh. G.M. Siddiqui, Asstt. Director (T) II.
5. Asstt. Director (Lands Deptt.).
6. Asstt. Director (Hort.).

MCD

1. S.E. (MCD).
2. Sh. J.K. Mantani, Executive Engineer (Project) I.

The proposed bye-pass as demarcated at site by MCD is on the north of existing Mehrauli-Badarpur Road. It was explained by MCD officers that the divided carriageway proposed in the approved plan (1972) of Mehrauli Badarpur Road is on the South of the existing carriageway. However, the proposed divided carriageway on South of the existing carriageway could not be constructed due to heavy unauthorised encroachments/structures at site. Commr. (Plg.) desired to know whether acquisition proceedings of this land after 1972 has been taken up or not. It was clarified by the

.....2/-

S.E./Executive Engineer (MCD) that the acquisition of this land was not possible due to the prevailing condition. Therefore, they had taken up the construction of the proposed carriageway in the north of the existing Blind School. However, they could not construct some portion of the road due to the existence of the blind school and the historical Lal Quan. They had taken up the matter with the Blind School Authority, but the matter could not be resolved. They have, therefore, proposed construction of dual carriageway by-passing this Blind School and Lal Quan.

Comr.(Eng.) was of the view that under no circumstances the proposed bye-pass could be taken up which will affect the green/district park along Tughlakabad Fort to a greater extent and the possibility of connecting already constructed additional carriageway should be explored. The missing link portion of existing blind school was visited by the group. It was observed that there are only few workshops and the wall may be affected, if already constructed roads are linked. There is an open space within the blind school in the alignment of missing link of the already constructed road.

Therefore, following decisions were taken:-

- (i) The proposed bye-pass on the North of the Blind School should not be taken up as it passes through the Master Plan green involving large number of tree cutting and disturbing the Tughlakabad Fort green buffer.
- (ii) MCD has already constructed the additional carriageway of about 80% of the length within the approved r/w between Kalka Industrial Area Road and Road to Suraj Kund. Only 100 mts. (approx.) out of this 500 mts. (approx.) stretch is only left out due to few unauthorised workshops.
- (iii) It was observed that Blind School could be shifted, if necessary, to some other place.

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130

-: 24 :-

MCD was requested to take up the acquisition proceedings for acquiring the land required for approved r/w which will enable MCD to construct the rest of the additional carriageway which has already been taken up for construction.



(Ashok Bhattacharjee)
Deputy Director (T)II.

To:

1. All Present.
 2. E in C, MCD.
 3. Commr. (Lands), DDA.
 4. DLN, DDA.
- 1/20/87 Div (Hort.), Smtly

APPENDIX 'E' TO ITEM NO. 89/93

No.K-20013/12/93-DDIB
Government of India
Ministry of Urban Development
(Delhi Division)
.....

New Delhi, Dated 22.4.93

To

The Vice Chairman,
Delhi Development Authority,
Vikas, Sadan,
NEW DELHI.

Subject: Widening of Mehrauli Badarpur Road at village Lal Kuan.

Sir,

I am directed to state that the question regarding widening of Mehrauli Badarpur Road at village Lal Kuan was discussed by UDM with LG, Delhi on 26.3.93. This was in pursuance of the visit undertaken by UDM on 25.3.93 in the company of Shri Sajjan Kumar, VC, DDA, Engineer-in-Chief, MCD and Shri R.V. Pillai, Addl. Secretary in this Ministry. During the visit it was felt that instead of demolition of about 500 houses for the proposed widening the alignment could be slightly changed to exclude the residential houses, a blind school and a temple. The Engineer-in-Chief, MCD had stated that the stretch of the road to be widened is about 400 metres.

2. During the discussions with LG, Delhi, UDM advised that the DDA should approve the change of alignment and make available the land required to widening the road. In view of this LG, Delhi had advised you to examine favourably for realigning the road avoiding the houses and you had stated that a spot visit was being made by your officer and a proposal would be put up immediately.

3. In view of the position explained, a report in the matter may please be sent urgently so that UDM could be apprised of the position.

Yours faithfully

(S.C. SARKAR)
Under Secretary (IB)

V.C. has seen
Pl. see for n/a

USD to VC

Pl. send for file in F5(17)/62 M/112
immediately for giving comments.

394193

ITEM NO.

90/93

A-15.06.93

SUB:- Allotment of flats to those whose structures (residential) were demolished in Yamuna Vihar on 16.4.93 and 17.4.93.

(F.No. 1(35)93/LPB/EZ.)

P R E C I S

An area measuring 499 Bighas & biswas of village Ghonda Gujran Khaddar was acquired vide Award No.9/73-74 on 5th June, 1973 and possession of 308 bighas 3 biswas was handed over by the LAC to the DDA through Land & Building Department, Delhi Administration on 21.6.76, 27.6.76 and 9.9.76. Possession of 131 bighas 5 biswas was not handed over by the LAC because of built up at site. A scheme was drawn for the acquired land and land was developed as per plan. The scheme is known as Yamuna Vihar Residential Scheme.

2. Out of 131 bighas 5 biswas, an area measuring 5 bighas 1 biswa was scattered in 10 small pockets forming part of the layout plan of Yamuna Vihar Residential Scheme of 'B' Block. This was affecting a number of plots, services, roads, right of way and facilities for the neighbourhood.

3. In view of the fact, the services were affected by these 10 small pockets covering total area of 5 bighas 1 biswa of land, it was decided by the Land Acquisition Collector to hand over the vacant possession to DDA for smooth acquisition of the scheme. DDA had taken up the matter with Land & Building Department and Land Acquisition Collector to take over the land under the provision of Land Acquisition Act. After removing the structures on these 10 small pockets, the Land Acquisition Collector handed over 4 bighas 19biswas of land and remaining 2 biswas was not handed over as there was religious structure over there.

4. So far as remaining built up area is concerned, there are unauthorised colonies like Bhajan Pura and Subhash Mohalla etc.

5. A representation has been received from the affected persons for allotment of plots. They have mentioned that their property should be given back and they may be sanctioned amount for re-construction of their houses. The list enclosed by the representationist covers 32 structure owners and 22 cases of tenants.

6. As per policy of large scale acquisition, development and disposal of land, 1961 alternative plots are given to those land owners whose land is acquired for planned development of Delhi on recommendations of Land & Building Deptt.,

Delhi Administration. DDA does not entertain any requests directly. In the present case the applicants have not submitted their individual representation and also have not submitted any documentary proof of the ownership of the land. Since this land is transferred by the Land Acquisition Collector, under the provisions of Land Acquisition Act, besides compensation, enhanced compensation, the ex-land owners will also be entitled for alternative allotment through Land & Building Deptt., Delhi Administration as per policy of 1961 (APPENDIX (B) Page No. 29-37.)

7. Affected persons had met the Vice-Chairman and pleaded that earlier also those whose land was taken over in Yamuna Vihar were given alternative plots.

8. As per Resolution of the Authority No.130 dated 15.7.78 (App. G.P.No. 38-44) Authority had considered the case of persons affected during 1975-76 demolitions and it was decided that alternative plots may be allotted to those persons who had valid title over the land at a uniform size of 40 sq.yds. and 80 sq.yds. to those who owned acquired land less than 150 sq.yds. and more than 150 sq.yds. respectively. This was one time relief for Emergency affected persons. Cases of Power of Attorney holders and tenants were not recognized.

9. The case of Yamuna Vihar persons is not similar one for which Authority has given relief in 1978 because they were not squatting on acquired land but were on private land which had not been taken over by the Land Acquisition Collector. Thus, under no policy they become entitled to any relief. Those who are original land owners will get relief through Land & Building Department, Delhi Administration as per policy of 1961. Those who are not original land owners are not entitled to any relief.

10. If the case of non-original owners is considered by giving any relief in the form of alternative allotment of plots/flats, we will have a large number of similar requests from those whose houses were demolished during last few years and as well as from those whose houses are proposed to be demolished in future. Kakrola is one example where we propose to undertake large scale demolition to take possession of vacant land. If the affected persons of Yamuna Vihar are given some relief under new policy to be adopted, similar relief will have to be given in all other such cases including large number of persons in Kakrola.

11. Even in a number of court cases where applicants have tried to seek relief through court for alternative allotment, we have been taking stand that they should seek the relief from Land & Building Department, Delhi Admn., under the policy of large scale acquisition, development and disposal of land, 1961. Even in representations earlier received in the DDA directly, we have been advising the applicants to approach the Land & Building Department, Delhi Administration directly.

12. However, since there is no policy to give them relief in the form of alternative plots it may be decided if the affected families may be considered for allotment of flats as per their income eligibility on out-of-turn basis, subject to the condition contained in the DDA (Management & Desposal of Housing Estate) Regulation, 1968.

13. However, only those cases may be considered ~~prior~~ for out-of-turn allotment of flats where houses were constructed prior to June, 1977 which is the cut off date for regularisation of unauthorised colonies (residential structures and are also having proof of their stay at site).

If Authority approve flats can be offered for allotment at the normal rates preferably in Trans-Yamuna area. The fact that the demolished houses are claimed to be old (submitted list enclosed 1970-75) this will be a special case (if approved) not to be quoted as a precedent. Eligibility (out of 32) will be decided by a Committee to weed out fake claimants. Maximum number of allotment will be limited to 32 persons only.

The matter is placed before the Authority for consideration.

* * * * *

R E S O L U T I O N

The Authority discussed the matter and decided that the names of the evictees of Yamuna Vihar may be expeditiously screened by the Govt. of NCTD for determining the eligibility for allotment of alternative plots under existing policy.

-: 29 :-

Appendix ' F ' to Item No. 90/93

No. F.37/10/60-Delhi(1)
Government of India,
Ministry of Home Affairs.

New Delhi-11, the 2nd May, 1961
12th Vaishakha, 1883.

From

Shri A.V. Venkatasubban,
Dy. Secy. to the Govt. of India.

To

The Chief Commissioner,
Delhi.

Subject:- Control on land values in the urban areas
of Delhi-Acquisition, Development and
disposal of landin.
.....

Sir,

I am directed to invite a reference to your letter No. 782/ST/CC/59, dated the 6th June, 1959, forwarding the Report of the Committee which was set up to study the problem of introducing measures of control on land values and stabilising land prices in the urban areas of Delhi. The Govt. of India have considered the recommendations made in the report of the Committee. They have also considered the proposals made in your note dated the 25th April 60, regarding acquisition, development and disposal of land. The following decisions have been taken by the Government of India.

- 1) Private investment in housing in Delhi should be facilitated. Setting up of colonies which should be located elsewhere should be discouraged.
- 2) No institution should be given allotment of Government land in Delhi unless it subserves directly the interest of the population of Delhi or it is definite that the nature of the work to be carried out is such that it cannot with equal efficiency be carried out elsewhere than in Delhi.
- 3) The size of residential plots to be leased out to individuals should not exceed 800 sq. yds. This ceiling would not apply to plots on which residential accommodation is constructed by Government. In the case of cooperative house-building societies, the ceiling may be extended to 1,200 sq. yds., except in the case of such co-operative societies as had either acquired land for development under

Contd....2/-

((20/12/59))

their own arrangement and had been dispossessed of that land in the acquisition proceedings by Government in 1957 or had deposited money with Government before the 31st December, 1959, for the acquisition of land for housing purposes or had themselves bought land otherwise than through acquisition proceedings) prior to the 13th Nov., 1959, where the ceiling may be relaxed upto 2,000 sq. yds. Special care should be taken to see that no land was allotted to a body which was not a genuine cooperative society. Care should also be taken to ensure that the total quantity of land allotted to a co-operative society does not exceed its real needs for residential accommodation only of its members and that the cooperative societies which may be permitted to have a ceiling of 2,000 sq.yds. in individual plots are not allowed to apply for allotment of additional land merely on the ground that larger plots are required for some of their members.

2. Subject to the above-mentioned general conditions & the scheme detailed below for the acquisition, development and disposal of land has been approved by the Government of India:-

(1) About 8,000 acres of land should be required, in the first instance, under the provisions of the Land Acquisition Act, 1894. The land so acquired will be developed by the following authorities:-

- (i) The Central public Works Department for 1,200 acres. housing of Government employees.
- ii) The Delhi Development Authority for provision of plots for
 - (a) Private housing including plots for individuals whose land has been acquired under this scheme.
 - (b) industries and manufactories;
 - (c) shopping centres and business premises;
 - (d) Public and private institutions; and
 - (e) Public utilities and community facilities 4,000 acres.
- (iii) The Delhi Municipal Corporation for
 - (a) Slum clearance projects and jhuggias and jhompries scheme 950 acres, and
 - (b) industrial use for the relocation of industries to be shifted from city area 1000 acres. 1,950 acres.

Contd....3/-

- 31 -

		(2)
	7,150 acres.	
(iv) Co-operative societies for house building and industrial co-operatives.	850 acres.	
	8,000 acres.	
	Total:	

The Delhi Municipal Corporation being asked separately to take urgent steps to provide trunk municipal services in the areas to be developed under the scheme.

(2) The responsibility for the development and disposal of land allotted to the Central Public Works Department will be ~~xxx~~ that of the Ministry of Works, Housing & Supply.

(3) The acquisition and development of land should generally follow the time schedule and targets indicated in Annexure I. The Central Public Works Department will provide adequate engineering and other necessary staff to work for the Delhi Development Authority according to the existing procedure.

(4) Normally developed land should be provided for.

- (a) public and private institutions and for public utilities and community facilities like open spaces parks, playgrounds, etc.
- (b) industrial and commercial use; and
- (c) housing plots for individuals including those whose land has been acquired by Government under this scheme.

However, in the case of house-building co-operative Societies and co-operative societies of industrialists and manufacturers undeveloped land may be allotted if such societies need land bona fide purposes and have the necessary resources and organisation to develop such land. In all cases where undeveloped land is allotted it should be stipulated that development should be completed within a period of three years, failing which land should be resumed and the premium originally paid refunded to the society concerned, after deducting 10% thereof as penalty for not carrying out the development within the stipulated period.

Contd.....4/-

(5) Out of 8,000 acres of land proposed to be developed in the first instance, about 2,500 acres of land, which had already been declared as 'development areas' should be acquired expeditiously and placed at the disposal of the Delhi Development Authority for development and disposal under this scheme. Proposals for declaring more areas as 'development areas' may in due course, be submitted to Government in consultation with the Delhi Municipal Corporation.

(6) All land acquired under the scheme will be nazul land and will vest in the President and will be given out in his name only on lease-hold basis to local bodies and private parties, including co-operative societies, industrialists, individuals, institutions etc.

(7) An Additional charge, over and above the cost of acquisition and development which should be merged in the price of land, should be charged at the following rates:-

DEVELOPED RESIDENTIAL PLOT

the first 200 sq. yds. or part thereofRs.3/-per sq.yds.
the next 200 sq.yds. " " "Rs.4/- " " "
the next 200 sq.yds. " " "Rs. 5/- " " "
the next 200 sq. yds. " " "Rs.6/- " " "
the next 200 sq. yds. " " "Rs.7/- " " "
the next 200 sq. yds. thereafter atRs.8/- " " "

(8) As a general policy disposal of developer land should be made by auction and the premium should be determined by the highest bid, except in the following cases where land may be allotted at predetermined rates namely, the cost of acquisition and development plus the additional charge mentioned in sub-paragraph

(7) above:-

- (i) to individuals whose land has been acquired as a result of the Chief Commissioner's notification dated the 7th March, 1957,

Contd....5/-

the 3rd September, 1957, the 13th November, 1959 and the 10th Nov., 1960 or other such subsequent notifications, provided that this concession will not be available in the case of individuals affected by the R.D. (C.I.) No. 7th March, 1957, and the 3rd September, 1957, if the acquisition proceedings have been completed and payment made or deposited in Court by the 1st January, 1961. In these cases.

- (a) if a residential plot is to be allotted the size of such plot, subject to the ceilings prescribed, may be determined by the Chief Commissioner, taking into consideration the area and the value of the land acquired from the individual and the location and value of the plot to be allotted; and
- (b) if an industrial plot is to be allotted, its size may be determined with reference to the requirement of the industry to be set up, provided that the setting up of such an industry is in accordance with the Master Plan and the industrialists concerned has the capacity to establish and run such industry and provided further that the extent of land allotted at predetermined rates should not exceed the area acquired from the industrialist concerned. In making such allotments for industries, the Chief Commissioner will be advised by an advisory Committee to be nominated by him.
- (ii) to industrialists who are being asked to remove their factories from their present locations. Such allotments will be subject to the condition that the location of the industry concerned within the urban area is in accordance with the Master Plan. The Advisory Committee referred to in the previous sub-paragraph should be consulted in making such allotments.
- (iii) to individuals in the low-income group. These allotments will be made by drawing of lots under the supervision of an Advisory Committee to be nominated by the Chief Commissioner. A suitable percentage of the area developed for private housing by the Delhi Development Authority may be reserved for this purpose.
- (iv) to co-operative house building societies and co-operative societies of industrialists and manufacturers.
- 9). Ground rent should be charged at the nominal rate of Rs. 1/- per annum per plot for the first five years in the case of such allotments, whether by auction or at pre-determined rates. Thereafter, the annual ground

Contd....6/-

rent shall be payable at 2½% of the premium originally paid. The rate of ground rent will be subject to revision after every 30 years.

(10) The following conditions shall govern the allotment of land whether by auction or otherwise to individuals (including those whose land has been acquired):-

- (a) No plot should be allotted to any person who or whose wife/husband or any of his/her dependent relations including unmarried children owns a house or residential plot of land in Delhi, New Delhi or Cantonment. The question of making an exception in the case of persons living in a congested locality or whose family has outgrown should be considered after some experience has been gained of the working of the scheme.
- (b) The allottee of a plot should be required to construct the house in accordance with the sanctioned plans within two years of the date of allotment, failing which the land would be liable to be resumed.
- (c) The allottee of a plot shall not sell or transfer his rights in the plot or part thereof for a period of 10 years from the date of allotment except with the provisions approval of the Chief Commissioner which will be given only in exceptional circumstances. Thereafter, the permission to sell will be given by the Chief Commissioner. In both the cases, 50% of the unearned increase in the value of the plot will be paid to Government before the transfer is permitted.
- (d) Lease deeds may be simplified and may contain the following conditions:-
 - i) Due observance of municipal bye-laws;
 - ii) Use of the land for the purpose for which it is allotted;
 - iii) Construction within the stipulated time;
 - iv) requiring permission ~~before~~ before transferring any interest in the land;
 - v) sharing with the Government fifty percent of unearned increase on transfer of the land.
 - vi) obligation to pay ground rent regularly; and
 - vii) re-entry and forfeiture of premium in part or in full if any of the above conditions is not fulfilled.

Contd.....7/-

rent shall be payable at 2½% of the premium originally paid. The rate of ground rent will be subject to revision after every 30 years.

(10) The following conditions shall govern the allotment of land whether by auction or otherwise to individuals (including those whose land has been acquired):-

- (a) No plot should be allotted to any person who or whose wife/husband or any of his/her dependent relations including unmarried children owns a house or residential plot of land in Delhi, New Delhi or Cantonment. The question of making an exception in the case of persons living in a congested locality or whose family has outgrown should be considered after some experience has been gained of the working of the scheme.
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 - iii) Construction within the stipulated time;
 - iv) requiring permission before transferring any interest in the land;
 - v) sharing with the Government fifty percent of unearned increase on transfer of the land.
 - vi) obligation to pay ground rent regularly; and
 - vii) re-entry and forfeiture of premium in part or in full if any of the above conditions is not fulfilled.

Contd.....7/-

11. It has been decided that, in the case of co-operative house building societies listed in Annexure II, the following concessions will be given:-

- (e) The additional charge over and above the cost of acquisition should be recovered at half the rates mentioned in sub-paragraph (7).
- (b) The ground rent should be recovered at Rs. 1/- per annum per plot for a period of 10 years and thereafter at the rate of 2% of the premium originally paid. The ground rent will be subject to revision after every 30 years.

In view of the concessions referred to above, only undeveloped land should be allotted to these Co-operative house-building societies, subject to the conditions prescribed in sub-paragraph (4). Where, however, the cooperative house building society is not in a position to develop the land developed land will be allotted to the society as mentioned in sub-paragraph (8).

In the case of other co-operative house-building societies who requests for acquisition of land had been received prior to November, 1969, including those for received prior to November, 1959, including those for which a preliminary notification under section 4 of the Land Acquisition Act, 1894, has been issued, land will be allotted as mentioned in sub-paragraph (8).

The following other conditions, in addition to the conditions mentioned in sub-paragraph (10), should be applicable to cooperative house-building societies:-

- (i) The Society will be required to offer to every person, who owned land on the date of the initial notification in the area proposed to be acquired membership of the society and allot him land on the same terms and conditions as in the case of the original members of the Society.
- (ii) No land allotted or sold to a member of a co-operative society should be sold by him in any form 'benami' or otherwise, to a person who is not a member of that society.

Contd. . . .

(iii) No member of any co-operative house building society shall have the right to transfer or sell his plot to any other member of the society except with the permission of and in accordance with the rules that may be framed by Government in this behalf.

12) The allotment of land to and the rates of premium and ground rent recoverable from:-

- i) schools, hospitals, social, cultural and other charitable institutions;
- ii) religious, political or semi-political organisations; and
- iii) local bodies for remunerative, semi-remunerative and unremunerative purposes;

will continue to be governed by the existing orders of the Government of India.

13). In order that private investment in housing in Delhi is encouraged and to provide houses for those who prefer to, live in rental accommodation, certain number of residential plots should be leased out regularly by unrestricted public auction, i.e. the condition that one should not own any other plot or house in Delhi, New Delhi or the Cantonment being waived in such cases, after providing of the requirements referred to in the previous sub-paragraphs. The auction price in such cases will be by the premium and ground rent shall be charged at 2½% of such price from the date of allotment of the plot subject to revision after every 30 years. Other conditions of allotment mentioned in sub-paragraph (10) (b), (c) and (d) should apply.

14). It has been decided that the entire responsibility for the acquisition, development and disposal of land under the scheme should be that of the Chief Commissioner, Delhi.

3. It is understood that steps have been taken to acquire about 500 acres of land and to make

C. ntd...9/-

-37 -

available about 2,000 plots for disposal by auction by October, 1961. Necessary action should be taken expeditiously in this regard.

4. In demarcating areas for acquisition, care should be taken to demarcate such areas where water supply and power could be made available soon. In preparation of layout plans for the various areas to be acquired. The town planning Organisation under the Ministry of Health may be utilised.

Yours faithfully,

Sd/-

(A.V. Venkatasubban)
Dy. Secy. to the Govt. of India.

No. 37/16/60-Delhi (i)

Dated the 2nd May, 1961.

Copy forwarded to:-

1. All Ministries;
2. Planning Commission;
3. The Chief Engineer, C.P.W.D. New Delhi.
4. Ministry of Finance (Delhi State Division) with 10 spare copies) with reference to U.O.No. 3167/DSOS/61, dt. 1.5.61, for communication to A.G.C.R., New Delhi.
5. Financial Adviser, Delhi Administration, Delhi.

Sd/-

(A.V. Venkatasubban)
Dy. Secretary to the Govt. of India.

.....

received that the recommendations, contained in the report of the Committee (Appendix 'G' of the agenda-note), be referred to and referred to the appropriate authorities for approval.

Resolution

for its consideration.

Pages 34 to 42 in block figure the Authority

2. The report of the Committee (Appendix 'G' of the agenda-note), of the land taken over/acquired. persons, who were in possession, on the basis of power of regard to allotment of otherwise, of alternative plots to the latter and report to the authority, particularly with powers to co-opt other persons as its members, to extend or the Chairman, D.L. and Secretary (S.D.), shall submit a report () appointed a committee consisting of

3. The March, 1976 (Appendix 'F' Page 26 to 33

The authority, vide its resolution No. 15 dated

Subject:- Allotment of alternative plots to persons whose houses were damaged by flood in the year 1975-76. (File No. 15.7.76. 130)

Appendix 'G' to Item No. 90/93

received that the recommendations, contained in the report of the Committee (Appendix 10, of the report), be referred to and referred to the appropriate authorities for approval.

RECOMMENDATIONS

for the Committee.

Pages 34 to 42 in Appendix 10, of the report.

2. The report of the Committee (Appendix 10, of the report), of the land taken over/acquired. persons, who were in possession, on the basis of power of regard to allotment or otherwise, of alternative plots to the matter and report to the authority, particularly with with powers to co-opt other persons as its members, to examine or the Chairman, D.L. and Secretary (D.L.), being referred to () appointed a committee, consisting of:

3. The Authority, vide its resolution No. 15 dated 3.4.1976 (Appendix 10, of the report) Page 26 to 33

The Authority, vide its resolution No. 15 dated 3.4.1976 (Appendix 10, of the report) Page 26 to 33

Subject:- Allotment of alternative plots to persons whose houses were damaged by flood. (See Appendix 10, of the report) Page 26 to 33. (See Appendix 10, of the report) Page 26 to 33.

Appendix 10, of the report to Item No. 90/93

- 39 -

Copy of D.O. No. 37 (39)/1/77-L&B/Alt. dated 22nd June, 1978
from Sri H. Lal Thakurani, IAS, Under Secretary (Coordn),
Delhi Administration, Land & Building Department, Vikas
Khawan, New Delhi addressed to Sri Krishna Pratap, Secretary
Delhi Development Authority.

Kindly refer to your dated official letter
No. M-2(1)/78-ML dated the 12th June, 1978 regarding the
minutes of meeting held on 29th May, 1978 for allotment
of alternative plots.

2. As desired therein the minutes of the committee
has been rendered in the form of report signed by all the
members of the Committee, a copy of which is enclosed
herewith. I shall be grateful if this is placed before the
Authority in its next meeting.

With regards,

Yours sincerely,

S/-

(H.L.L. THAKURANI)

Sri Krishna Pratap,
Secretary,
Delhi Development Authority,
Vikas Khawan,
New Delhi.
Encl:-

The Committee consists of the following:-

- i) Sh. M. S. Bach, Vice-Chairman, D.D.
- ii) Sh. S. C. Vaish, Secretary (L&B)
- iii) Sh. Chandershakhar, Chief Planner, TCPD.

2. The Committee held one sitting on 29th May, 1978 at 3.00 P.M. in the room of Secretary (L&B). Sh. Dharm Dutt, Dy. Secretary (L&B) and Sh. H. Lal Tharamana, Under-Secretary (L&B) assisted the Committee.

3. Opening the discussion, the Secretary (L&B) stated that initially the Scheme of 1961 envisaged the size of alternative plot of 125-300 sq.yds. but it was subsequently curtailed to 125-400 sq.yds. by the Govt. of India in 1973. The allotment of this size of plot did not pose any particular problem till recently when nearly 6000 applicants put in their claims for alternative plots as a result of their houses having been demolished or their lands having taken possession of without due process of law during the emergency. The DDA does not have adequate developed land to meet this demand and, therefore, suggested in July, 1977 that the size of plot may be curtailed to 40-80 sq.yds. The Administration did not favour this suggestion as these persons were deprived of large areas of land and it was not reasonable to give them small plots in view of their entitlements bigger plots under the scheme of 1961. The DDA again considered the matter and have now come up with a suggestion to fix the size of alternative plot at 125-200 sq.yds. The Committee, therefore, has to take a view as to what should be the size of alternative plots keeping in view the resources of developed land.

available with the D.A. and the interests of the allottees.

4. The Vice-Chairman, D.A. stated that there was an acute paucity of developed land with the D.A. on account of which it was not possible to offer 125-400 sq.yds. of alternative plots to the applicants. The D.A. did not have adequate financial resources to develop so much land for this purpose. The Vice-Chairman, D.A., therefore, was of the view that 125-200 sq.yds. plots will not only be an adequate dwelling unit taking into account the present cost of construction but the D.A. will also be able to cover a large number of applicants within the available resources. The retention of the minimum size of 125 sq.yds. was necessary as it will ensure healthy environmental conditions in the colonies. The Chief Town Planner, TCPO, was of the view that a majority of the applicants would not be entitled to the maximum size of 400 sq.yds. of plots and as such it would not make any difference if the present size of 125-400 sq.yds. is maintained. He, however, was of the opinion that in view of the heavy cost of construction involved, a plot ranging between 125-250 sq.yds. would be adequate. Secretary (L&E) subscribed to the views of the Chief Town Planner.

The Committee, therefore, recommended that the existing size of allotment of 125-400 sq.yds. may be brought down to 125-250 sq.yds.

5. It was brought to the notice of the Committee that there were some old cases in which the allotment of alternative plots is still to be made. It was necessary to take a view whether the cases should be disposed of under the old allotment or that the cases be covered by the new policy. The Committee decided that the cases should be disposed of under the old allotment.

6. The Committee was also informed that in some cases the exact size of alternative plot was not available in a particular zone which necessitated the change for providing alternative plot. In some cases the applicants themselves had requested for change of zone even if alternative plots were given to them. The Vice Chairman, D.D. was of the view that the real danger in allowing change of zone was that given the choice, everyone would opt for south Delhi which may not only lead to some sort of corruption at the lower level but may also invoke complaints of nepotism as it would be difficult to accommodate each and every applicant in South Delhi. It was, therefore, necessary that the system of allotment being made within the same zone be strictly adhered to. The D.D. may, however, be authorised to make 10% marginal adjustment in the size of plot to be allotted in case plot of a particular size was not available. The Committee accepted this view and recommended that the system of zones may be maintained subject to the above proposal of the Vice Chairman, D.D. about marginal adjustment in the size of the alternative plot.

7. Since the above recommendations would be applicable to only those persons who hold valid title to land as accepted by the Land Acquisition Collectors, the Committee also considered the possibility of giving relief to persons who had held the land on the basis of power of attorney or agreement to sell. It was accepted that such persons were not entitled to alternative plots under the scheme of 1961 as they did not hold valid title to land. These persons have also violated the provisions of Transfer of Property Act, Master Plan and other related enactments by purchasing land on the basis of power of attorney/agreement to sell and as such no

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... persons who acquired land in 1947, however, for that though such persons were not entitled to any alternative plot under the scheme of 1941, yet they being the victims of emergency need some help of the Government for their rehabilitation. The Committee, therefore, recommends a new scheme to help victims of emergency may be drafted and approval of the Govt. of India may be obtained to that scheme. In giving them alternative accommodation their consent shall, however, be subject to the condition that the recorded land owner, from whom they had purchased the land on the basis of power of attorney/agreement to sell does not apply for alternative plot nor for the compensation under the land acquisition act. This will prevent the land owner from drawing double advantage. The Committee was of the view that a plot of 42 sq. metres would be adequate for this class of persons. A plot of 42 sq. metres is the minimal size approved by HUDCO for E.W.S. plots under the site and surplus programme. It gives frontal advantage of 15 ft. or about 4.6 metres. It permits site marginal open space of about 5 ft. in a semi-detached configuration through which service lanes could be laid thereby eliminating the need for a separate service lane. The DDA would carve out a sufficient number of plots of this size to meet this requirement.

8. Secretary (L&D) mentioned that one of the conditions in allotting alternative plot has been that the applicant has not entered into any kind of litigation with the Govt. regarding acquisition of land. He was of the view that this condition violated one of the basic rights of a citizen to seek relief from courts and as such this

- 44 -

to be disposed with. The Committee agreed
and recommends the adoption of this

The Committee decided that these recommendations
be placed before the Lt. Governor through the DA for
his approval before these can be acted upon. Lt. Governor
is competent under the scheme of 1961 to prescribe the
size of alternative plots and as such approval for the
proposed size of 125-250 sq. yards is not required from
the Government of India. They may be informed of the
position. Specific approval of the Govt. of India will,
however, be necessary for the new scheme of the
allotment of 42 sq. metres of plot to holders of power
of attorney/or agreement to sell which is not covered
under the scheme of 1961.

Sd/-	Sd/-	Sd/-
(M.N. Bich)	(C. S. Chanderashekhra)	(S. C. Vaish)
Vice-Chairman	Chief Planner.	Secretary (I&B)
D. L.	T.C.P.O. 21.6.1978	21.6.78
21 JUN 1978		

44 A. Appendix A S. No. 80/93
 यमुना विहार में 16-4-1993 को बंधन से गिराये गये मकानों की
 सूची का प्रकार है।

1. Shri Ram S/O Mool Raj, D-1	1971-100
2. Dorib Bukesh S/O B.K. Khupordi D-3	1971-300
3. Chander Kuli W/O Jai Pal Singh D-12	1971-200
4. Smt Baldevi W/O Sh. Chhaju Singh D-12A	1971-
5. Dayal Singh S/O Raghu Nath Singh D-14	1971-100
6. Sweets Kaur W/O Mangal Singh D-15	1971-100
7. Lal Chand S/O Kanhiya Lal D-17	1971-175
8. Padam Singh S/O Hoshior Singh D-18	1971-200
9. Miyamat Rai S/O Dhani Ram D-19	1971-200
10. Harbans Kaur W/O Kirpal Singh D-21	1971-400
11. Kashmir Kaur W/O Darshan Singh D-20	1971-200
12. Gurdip Singh S/O Indu Singh D-22	1971-150
13. Santosh Kumari W/O Shyam Singh D-24 A	1971-175
14. Sat Pal Dev Raj S/O Atma Ram D-24	1971-100
15. Sumitra Kaur W/O Harnam Singh D-25	1971-200
16. Surinder Pal S/O Ram Chand D-26	1971-150
17. Om Prakash S/O Foola Singh D-21/5	1971-100
18. Anil Kumar S/O Kali Ram D-6/8	1971/87-25
19. Ishwar Singh S/O Ram Singh D-8	1972-100
20. Gopal Bose S/O Satyam Bose D-2	1971-400/227
21. Nihal Chand S/O Bhagi Nath D-2	1971-400/227
22. Anil Kumar S/O Holdar D-2	1971-400/227
23. Sat Pal S/O Dev Raj D-5	1972-100
24. Roop Ram S/O Kehri Singh D-6	1972-100
25. Qasim Ahmed S/O M. S. Singh D-16	1971-200
26. Naraini Devi W/O Ved Pal Singh D-11	1973-160
27. Savita Kumari D/O Ved Pal Singh D-11A	1973-160
28. Dalip Singh S/O Hakam Singh D-27	1973-275
29. Hans Raj Yadav S/O Ram Sahad D-4	1974-75
30. Mohan Lal S/O Gulab Singh D-7	1975-100
31. Smt Mangala Devi W/O Gulab Singh D-7A	1975-100
32. Dora Singh S/O Banta Singh G-2	1971-100

(Signature)

ITEM NO.
91/93.

Subject: Cost benefit analysis of Rohini Ph. III and
determination of land premium for the considera-
F.No. 16(2)/93/CE.

15.06.93

P R E C I S

- | | |
|------------------------------------|------------------|
| 1. Name of the Project | Rohini Phase-III |
| 2. Total Project Area | 700.00 Hects. |
| 3. Total Saleable Area | 296.882 Hects. |
| 4. Total Project Cost (Discounted) | 228.928 crores |

5. Area

The Rohini Phase III has been planned on 700 Ha. of Land located on the Western side of existing Rohini Phase I & II. The 700 Ha. of Phase III shall generate 31600 DU's to accommodate a population of 158000.

6. Proposed Population

158000

7. The cost benefit analysis, which is appended to the note gives an introduction to the project, assumptions on which the cost benefit analysis has been done, the proposed position of services, the methodology used in the analysis, and the constraints. (Appendix 'H' Page No. 47-65).

8. Various tables used in the study, takes one through the logic of arriving at the breakeven rates.

Key to the Tables:

- | | | |
|--------|--|------------|
| (i) | Table No. 1 gives the pooled land acquisition cost for Phase -III. | Page No. 9 |
| (ii) | Table No. 2 gives the breakeven analysis with 12% provisions for physical and price contingencies. | 10 |
| (iii) | Table No. 3 gives the year wise breakup of disposable area and the price ratio for various uses. | 11 |
| (iv) | Table No. 4 gives the year wise breakup of discounted revenue. | 13 |
| (v) | Table No. 5 gives the year wise breakup of expected revenue from saleable area. | 15 |
| (vi) | Table No. 6 gives the item wise land use as percentage of gross area and land use wise revenue as percentage of total revenue, (discounted). | 17 |
| (vii) | Table No. 7 gives the details of the development expenditure. | 18 |
| (viii) | Table No. 8 gives the revenue expected from Rohini Plots. | |

ITEM No.
91/93.

Subject: Cost benefit analysis of Rohini Ph. III and
determination of land premium for the considera-
F.No. 16(2)/93/CE.

15.06.93

P R E C I S

- | | |
|------------------------------------|---|
| 1. Name of the Project | - Rohini Phase-III |
| 2. Total Project Area | - 700.00 Hects. |
| 3. Total Saleable Area | - 296.882 Hects. |
| 4. Total Project Cost (Discounted) | - 328.928 crores |
| 5. Area | - The Rohini Phase III has been planned on 700 Ha. of Land located on the Western side of existing Rohini Phase I & II. The 700 Ha. of Phase III shall generate 31600 DU's to accommodate a population of 158000. |

6. Proposed Population 158000

7. The cost benefit analysis, which is appended to the note gives an introduction to the project, assumptions on which the cost benefit analysis has been done, the proposed position of services, the methodology used in the analysis, and the constraints. (Appendix 'H' Page No. 47-65).

8. Various tables used in the study, takes one through the logic of arriving at the break-even rates.

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| (vii) | Table No. 7 gives the details of the development expenditure. | 18 |
| (viii) | Table No. 8 gives the revenue expected from Rohini Plots. | |

9. Sale price of land with 12% provision for physical and price contingencies is given at para 5.1 is as follows:-

- i) per sq.mtr. : Rs.1618.91
- ii) per acre : RS.65,54,291.40
- iii) per hect. : Rs.161.89 lacs

10. Decisions to be taken:

- (i) The Authority may kindly approve the cost benefit analysis and the manner of execution of the project as per para 1.0 to 5.2 of the annexed cost benefit analysis for Rohini Phase-III.
- (ii) The Authority may direct the concerned agencies to prepare action plan and commit funds for trunk services through their budget to synchronise their activities with the development & housing activities as planned by DDA.
- (iii) The Authority may approve the land premium rates as worked out in para-5 for the year 1993-94 for notification by Govt. of India. Rate with 12% provision for physical and price contingencies as proposed in para 5.1 & 5.2 may be accepted.

R E S O L U T I O N

The Authority discussed the matter and decided that a fresh cost-benefit analysis may be worked out on the basis of costs flowing from the data of the Rohini project itself. Then the predetermined rates should be compared with those proposed in the agenda note 91/93.

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COST BENEFIT ANALYSIS OF ROHINI PHASE-III

KEY TO TABLES

Page No.

- | | | |
|--------|---|----|
| (i) | Table No. 1 gives the land acquisition cost for Phase -III. | 9 |
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Cost Benefit Analysis of Rohini Phase-III
And
Determination of Land Premium

1.0 INTRODUCTION:

Rohini Project Phase III has been planned as part of Urban extension for Delhi. The Rohini Phase III is geographically located on the Western side of the existing Rohini Phase I & II. The total area of Phase III is 1040 ha. out of which 310 ha. area is already covered under built-up unauthorised colonies. The remaining 700 ha. of Rohini Phase III shall provide 31600 DU's and will accommodate a population of 1,58,000. The Phase III consists of sectors 20 to 23 of Rohini.

The cost benefit analysis for the development of Rohini Phase III has been prepared by adopting discounting /escalation @16.62% based on the average of cost index rise for the PWD works from 1.11.88 to 31.3.94 as notified by CPWD from time to time.

2.0 ASSUMPTIONS:

For working out the optimal cost of developed land certain assumptions are necessary as this kind of an exercise is a complex interpolation and extrapolation of expenditure incurred in past and proposed for the remaining part of project duration vis-a-vis the revenue expected in coming period. This exercise will need review every year. The assumptions are:-

- 2.1 The discounted cash flow method has been used in this study. All expenditure and income are discounted to the present using this method.
- 2.2 Discounting rate has been assumed to be 16.62%. This is based on the average of cost index rise for the PWD works from 1.11.88 to 31.3.94 as notified by CPWD from time to time.
- 2.3 This costing exercise takes into account the expenditure for peripheral development. The cost of internal development wherever applicable will be chargeable in addition to the rates fixed in this cost benefit analysis. 5666 plots were allotted to the registrants of the Rohini Residential Scheme in 1990-91 and demand letters issued to only 3578 allottees based on the predetermined rates fixed at that time. The Demand letter to remaining 2088 allottees could not be issued due to a stay granted by court. Since the

remaining allottees are adopted by escalating the rates of 1970-91 by 16.62% for three years. These rates include the cost of internal development.

- 2.4 The cost of money wherever funds need to be raised on account of a negative cash flow has been taken @ 18% and the cost of money so raised has been discounted or compounded @ 16.62% as per assumption at serial number 2.2 above. When the cumulative net inflow is positive interest income is calculated at 11%.
- 2.5 The total project area of Rohini Phase III is 700 hect. The cost of land acquisition for Phase III was Rs.20.601 crores, during 1985-86. It is proposed to spend Rs.4.239 crores on land acquisition in 1993-94.
- 2.6 The land for all utilities is assumed to be given free and the cost of such land has been loaded on the beneficiaries of the project area.
- 2.7 The value of actual expenditure for previous years has been compounded to 1993-94 and the value of proposed expenditure for future years has been discounted to 1993-94. The compounding/discounting has been done @16.62% as per assumption at Sl. No. 2.2.
- 2.8 Overall breakeven rate for the Project has been worked out at no-profit no-loss basis.
- 2.9 The agencies like FWD, Delhi Administration and MCD etc. shall draw out a parallel plan so as to provide in a synchronised manner the required trunk services as anticipated. It is further assumed that all these agencies shall draw out similar plan of action and provide necessary provisions in their budget.
- 2.10 Since DDA had to construct part of the master plan roads for opening up the area and already some work has been undertaken in this regard. It is therefore proposed that DDA shall construct the master plan roads and Delhi Admn. shall be required to pass on the funds from plan fund.
- 2.11 DDA shall construct the command tanks and the distribution network within the Rohini Phase-III. Delhi Water Supply & Sewerage Disposal Undertaking shall construct the water treatment plant and lay the trunk water line feeding the command tanks. The land for const. of these trunk facilities by Delhi Water Supply and Sewerage Disposal Undertaking of M.C.D. shall be given by DDA free of cost, the Constn. cost of these facilities shall be met by MCD out of its own funds/plan funds. It has further been assumed that Delhi Water Supply & Sewerage Disposal Undertaking shall take 2 years time for providing these trunk services after the land is handed over to them by DDA.

- 2.12 DDA shall undertake the laying of sewer lines and take the sewerage upto the pumping stations. From these pumping stations onwards D.D.A. shall lay rising mains upto the sewerage treatment plant. The sewerage treatment plant will be constructed by Delhi Water Supply & Sewerage Disposal Undertaking. DDA shall give the land to Delhi Water Supply & Sewerage Disposal Undertaking free of cost to construct these facilities. The funds for the const. of these facilities shall be met by the Undertaking. Delhi Water Supply & Sewerage Disposal Undertaking shall complete their part of the work within 2 years of handing over of land.
- 2.13 For constn. of 3 nos. of 66 kv electric station, DDA shall hand over the land free of cost. D.E.S.U. shall provide the trunk electrification services out of their own funds. The time schedule for completion of work shall be two years from the date of handing over land. 45 nos. of 11 Kv Electric Sub-stations shall be constructed by D.E.S.U. and 50% of cost shall be paid by DDA. The cost of street light on roads shall be borne by DDA.
- 2.14 All drains with discharge of 1000 cusecs and above shall be constructed by I & F Deptt. of Delhi Admn., out of the plan funds; DDA shall only provide the land free of cost wherever required.
- 2.15 A provision for addl. compensation which may become payable to the persons whose land has been acquired has been made @ 50/- sq.mtr.. The discounted value of the addl. compensation for Rohini Phase-III is 36.427 crres.
- 2.16 For land for schools, colleges and charitable organisations, an average multiplier of 0.3 has been adopted for this analysis.
- 2.17 The project is envisaged to be completed by 1996-1997. Even though land was acquired in 1985-86, development started in the year 1987-88 and so far peripheral expenditure of Rs. 12.63 crres has been incurred and Rs.239.36 have been proposed to be spent upto 1996-97.
- 2.18 It has already been approved by the Authority that rates of Dwarka housing projects will be made applicable for whole of Delhi for 92-93. As such for Rohini Phase-III, the rates have been taken at par with Dwarka Housing for 93-94 also.
- 2.19 The cost of 22.54 ha. which is yet to be acquired for the development of Sewerage Disposal facilities have been taken at the present rate of land acquisition as was done in Dwarka and this cost of acquisition has been incremented by 20% to account for any revision of rate of land acquisition in future.

2.20 The revenue from the Rohini Plots at item no. A1.1 of Table 3 has been taken on the basis of the demand raised at rates prevalent at that time (as per Table 9). The revenue for 888 LIG plots of 32 sq.mtr. and 1200 MIG plots of 60 sq.mtr. for which the Demand Letters are yet to be issued is taken at the rates proposed at item 5.4 below.

3.0 PROPOSED SERVICES IN ROHINI PHASE-III

Following are the services proposed in Rohini Phase-III:

3.1 DRAINAGE

This area will generate about 1300 cusecs of storm water and the same will be discharged through Nangloi drain which will finally form part of supplementary drain. All big drains shall be covered drains having RCC pipes.

3.2 WATER SUPPLY

For the planned population of entire Rohini Extn., the water requirement was estimated as 60 to 80 MGD. Phase-III being part of this overall Rohini Extension Programme, could be easily given water from the existing Rohini Scheme which has a source known as Hyderpur Water Treatment Plant but presently MCD. has refused to give any water for Phase-III. D.D.A. has therefore, gone for tubewells as an interim arrangement as per the recommendations of 'RITES' who were deputed to conduct the study for ground water. The water requirement for this area will be 14.87 MGD against which 2 MGDs is only available through tubewells. The balance will have to be got arranged by MCD only.

3.3 SEWERAGE

Land measuring 40 Hec. of which only 17.46 Hec. has already been acquired at this time on the western side of Nangloi drain opposite Rithala Sewage Treatment Plant has been identified and reserved for a mini sewage treatment plant which will take care of the sewerage system of Phase III measuring 1010 Hec. of land as well as Rohini Phase IV and V areas to certain extent. This treatment plant at present envisaged for a capacity of 30 MGD with a future extension having 30 MGD more capacity. This area will generate about 12 MGD sewage.

3.4 TRANSPORTATION

-: 52 :-

This area is already being served by the existing Mangolpuri-Kanjawala Road which is proposed to be widened to 45 metres R/W. The other major roads in Rohini Phase I could be further extended beyond Nangol drain to serve this area by integrating these extended roads with planned network system of the proposed area. Moreover, road No. 41 which is a Master Plan road will be the major link to this area having future proposal like LRT/Metro system.

3.5 ELECTRICITY

The existing electric sub-stations no.2 in sector-1 and No.4 on Road No.41, having the capacity of 66 KV each will be able to feed electricity to the entire area by extending the existing lines with the help of 66 KV sub-stations along with a series of 11 KV sub-stations.

4.0 METHODOLOGY USED IN THE COST BENEFIT ANALYSIS:

4.1 Discounted cash flow method is used in this cost benefit analysis to arrive at the breakeven price. A similar methodology has been adopted by DDA for Dwarka Phase-I.

4.2 The discounted cash flow technique involves discounting both expenditure as well as revenue to the present. For this study, 1973-74 is used as the base year to which everything has been discounted. Discounting rate is 16.62% as per assumption in para 2.2. In traditional cost benefit analysis, interest is calculated taking into consideration the total project cost multiplied by the rate of interest for half the project period. In this study the technique of net liability in calculation of interest has been used. This is more realistic. Interest has been calculated at 18% wherever there is cumulative out-flow and at 11% whenever there is cumulative in-flow on the presumption that if money is borrowed from market, it will cost 18% and if money is deposited with the bank an interest of 11% shall be earned.

5.0 CONCLUSIONS :

5.1 The sale price of the land with 12% provisions for physical and price contingencies shall be as under:

i)	Per Sq.mtrs	:	Rs.	1618.91
ii)	Per Acre	:	Rs.	65,54,291.40
iii)	Per Hect.	:	Rs.	161.89 lacs

5.2 Statement of pre-determined proposed rates based on the breakeven prices including 12% provision for physical and price contingency for the year 1993-94 are as under:

Category of Land	Predetermined Rates existing for 1992-93	Proposed Predetermined Rates for Rohini Phase III 1993-94
------------------	--	---

1. Rohini Plots (upto 31.3.91)

The plots proposed in Rohini Ph-III have already been allotted & demand letters sent in except for 2088 cases. The demand letters for 2088 plots are proposed to be sent at the following rates:-

ENS 26sq.mt. Rs. 498/-	ENS 26sq.mtr. 797.60 *
LIG 32sq.mt. Rs. 662/-	LIG 32sq.mtr. 1060.27 *
48sq.mt. Rs. 662/-	48sq.mtr. 1060.27 *
MIG 60sq.mt. Rs. 996/-	MIG 60sq.mtr. 1595.21 *
90sq.mt. Rs. 996/-	90sq.mtr. 1595.21 *
HIG Rs. 3486/-	

2. Housing Scheme

LIG	Rs. 825.32p	930.85
MIG	Rs. 1375.54p	1551.40

3. Alternative Plots (upto 31.3.93)

Rs. 2199.71 *

*Includes cost of internal development and use & occupation charges.

4. Industrial

Rs. 1029/-
to
Rs. 1582/-
Depending upon areas
20% to be increased
for 1991-92.

Not proposed in Phase-III

5. J.J. & Squatters
Resettlements

- 154 -

Rs. 825/-
(Including cost
of internal
development)

Rs. 809.46
(Excluding internal
development which along
with interim arrangement
has to be done by Blum
Wing of MCD.

6.0 CONSTRAINTS

6.1 The cost is based on projection for future development, which could take place in the normal course. There could be deviation from this in the project after a year. Therefore, the cost benefit analysis has to be necessarily revised every year, and a fresh document brought out. This exercise will be conducted every year till the completion of the project.

6.2 In Rohini Phase-III no area could be allocated to Coop. Group Housing Societies and a large area had to be planned for Rohini Registrants as small plots. Since the Dwelling Units per acre have to be as per the standards for Urban settlements. The saleable area in Rohini Phase-III is only 44.906% as against 58.271% in Dwarka. Which intern has pushed up the breakeven rate.

TABLE 1 COST OF LAND ACQUISITION FOR ROCKET PHASE III

- 55 -

YEAR	LAND ACQ. COST PHASE - III 1940	DECREASSED LAND ACQ. COST (1972-94)
1983-86	28,401	70,751
1986-87		
1987-88		
1988-89		
1989-90		
1990-91		
1991-92		
1992-93		
1993-94	4,237	4,237
	24,840	74,788

TABLE 2. BREAKDOWN ANALYSIS OF PHASE - III WITH PROVISIONS FOR PHYSICAL AND PRICE CONTINGENCIES

YEAR	DEV. EXPD.	DISCOUNTED DEV. EXPD.	LAND ACQ. COST	ADD. COMPENSATION	DISCOUNTED ACQ. COST	DISCOUNTED ADD. COMPENSATION
1965-66						
1966-67	0.000	0.000				
1967-68	0.000	0.000				
1968-69	0.000	0.000				
1969-70	0.000	0.000				
1970-71	0.000	0.000				
1971-72	0.000	0.000				
1972-73	0.000	0.000				
1973-74	0.000	0.000				
1974-75	0.000	0.000				
1975-76	0.000	0.000				
1976-77	0.000	0.000				
1977-78	0.000	0.000				
1978-79	0.000	0.000				
1979-80	0.000	0.000				
1980-81	0.000	0.000				
1981-82	0.000	0.000				
1982-83	0.000	0.000				
1983-84	0.000	0.000				
1984-85	0.000	0.000				
1985-86	0.000	0.000				
1986-87	0.000	0.000				
1987-88	0.000	0.000				
1988-89	0.000	0.000				
1989-90	0.000	0.000				
1990-91	0.000	0.000				
1991-92	0.000	0.000				
1992-93	0.000	0.000				
1993-94	0.000	0.000				
1994-95	0.000	0.000				
1995-96	0.000	0.000				
1996-97	0.000	0.000				
1997-98	0.000	0.000				
1998-99	0.000	0.000				
1999-00	0.000	0.000				
2000-01	0.000	0.000				
2001-02	0.000	0.000				
2002-03	0.000	0.000				
2003-04	0.000	0.000				
2004-05	0.000	0.000				
2005-06	0.000	0.000				
2006-07	0.000	0.000				
2007-08	0.000	0.000				
2008-09	0.000	0.000				
2009-10	0.000	0.000				
2010-11	0.000	0.000				
2011-12	0.000	0.000				
2012-13	0.000	0.000				
2013-14	0.000	0.000				
2014-15	0.000	0.000				
2015-16	0.000	0.000				
2016-17	0.000	0.000				
2017-18	0.000	0.000				
2018-19	0.000	0.000				
2019-20	0.000	0.000				
2020-21	0.000	0.000				
2021-22	0.000	0.000				
2022-23	0.000	0.000				
2023-24	0.000	0.000				
2024-25	0.000	0.000				
2025-26	0.000	0.000				
2026-27	0.000	0.000				
2027-28	0.000	0.000				
2028-29	0.000	0.000				
2029-30	0.000	0.000				
2030-31	0.000	0.000				
2031-32	0.000	0.000				
2032-33	0.000	0.000				
2033-34	0.000	0.000				
2034-35	0.000	0.000				
2035-36	0.000	0.000				
2036-37	0.000	0.000				
2037-38	0.000	0.000				
2038-39	0.000	0.000				
2039-40	0.000	0.000				
2040-41	0.000	0.000				
2041-42	0.000	0.000				
2042-43	0.000	0.000				
2043-44	0.000	0.000				
2044-45	0.000	0.000				
2045-46	0.000	0.000				
2046-47	0.000	0.000				
2047-48	0.000	0.000				
2048-49	0.000	0.000				
2049-50	0.000	0.000				
2050-51	0.000	0.000				
2051-52	0.000	0.000				
2052-53	0.000	0.000				
2053-54	0.000	0.000				
2054-55	0.000	0.000				
2055-56	0.000	0.000				
2056-57	0.000	0.000				
2057-58	0.000	0.000				
2058-59	0.000	0.000				
2059-60	0.000	0.000				
2060-61	0.000	0.000				
2061-62	0.000	0.000				
2062-63	0.000	0.000				
2063-64	0.000	0.000				
2064-65	0.000	0.000				
2065-66	0.000	0.000				
2066-67	0.000	0.000				
2067-68	0.000	0.000				
2068-69	0.000	0.000				
2069-70	0.000	0.000				
2070-71	0.000	0.000				
2071-72	0.000	0.000				
2072-73	0.000	0.000				
2073-74	0.000	0.000				
2074-75	0.000	0.000				
2075-76	0.000	0.000				
2076-77	0.000	0.000				
2077-78	0.000	0.000				
2078-79	0.000	0.000				
2079-80	0.000	0.000				
2080-81	0.000	0.000				
2081-82	0.000	0.000				
2082-83	0.000	0.000				
2083-84	0.000	0.000				
2084-85	0.000	0.000				
2085-86	0.000	0.000				
2086-87	0.000	0.000				
2087-88	0.000	0.000				
2088-89	0.000	0.000				
2089-90	0.000	0.000				
2090-91	0.000	0.000				
2091-92	0.000	0.000				
2092-93	0.000	0.000				
2093-94	0.000	0.000				
2094-95	0.000	0.000				
2095-96	0.000	0.000				
2096-97	0.000	0.000				
2097-98	0.000	0.000				
2098-99	0.000	0.000				
2099-00	0.000	0.000				
2100-01	0.000	0.000				
2101-02	0.000	0.000				
2102-03	0.000	0.000				
2103-04	0.000	0.000				
2104-05	0.000	0.000				
2105-06	0.000	0.000				
2106-07	0.000	0.000				
2107-08	0.000	0.000				
2108-09	0.000	0.000				
2109-10	0.000	0.000				
2110-11	0.000	0.000				
2111-12	0.000	0.000				
2112-13	0.000	0.000				
2113-14	0.000	0.000				
2114-15	0.000	0.000				
2115-16	0.000	0.000				
2116-17	0.000	0.000				
2117-18	0.000	0.000				
2118-19	0.000	0.000				
2119-20	0.000	0.000				
2120-21	0.000	0.000				
2121-22	0.000	0.000				
2122-23	0.000	0.000				
2123-24	0.000	0.000				
2124-25	0.000	0.000				
2125-26	0.000	0.000				
2126-27	0.000	0.000				
2127-28	0.000	0.000				
2128-29	0.000	0.000				
2129-30	0.000	0.000				
2130-31	0.000	0.000				
2131-32	0.000	0.000				
2132-33	0.000	0.000				
2133-34	0.000	0.000				
2134-35	0.000	0.000				
2135-36	0.000	0.000				
2136-37	0.000	0.000				
2137-38	0.000	0.000				
2138-39	0.000	0.000				
2139-40	0.000	0.000				
2140-41	0.000	0.000				
2141-42	0.000	0.000				
2142-43	0.000	0.000				
2143-44	0.000	0.000				
2144-45	0.000	0.000				
2145-46	0.000	0.000				
2146-47	0.000	0.000				
2147-48	0.000	0.000				
2148-49	0.000	0.000				
2149-50	0.000	0.000				
2150-51	0.000	0.000				
2151-52	0.000	0.000				
2152-53	0.000	0.000				
2153-54	0.000	0.000				
2154-55	0.000	0.000				
2155-56	0.000	0.000				
2156-57	0.000	0.000				
2157-58	0.000	0.000				
2158-59	0.000	0.000				
2159-60	0.000	0.000				
2160-61	0.000	0.000				
2161-62	0.000	0.000				
2162-63	0.000	0.000				
2163-64	0.000	0.000				
2164-65	0.000	0.000				
2165-66	0.000	0.000				
2166-67	0.000	0.000				
2167-68	0.000	0.000				
2168-69	0.000	0.000				
2169-70	0.000	0.000				
2170-71	0.000	0.000				
2171-72	0.000	0.000				
2172-73	0.000	0.000				
2173-74	0.000	0.000				
2174-75	0.000	0.000				
2175-76	0.000	0.000				
2176-77	0.000	0.000				
2177-78	0.000	0.000				
2178-79	0.000	0.000				
2179-80	0.000	0.000				
2180-81	0.000	0.000				
2181-82	0.000	0.000				
2182-83	0.000	0.000				
2183-84	0.000	0.000				
2184-85	0.000	0.000				
2185-86	0.000	0.000				
2186-87	0.000	0.000				
2187-88	0.000	0.000				
2188-89	0.000	0.000				
2189-90	0.000	0.000				
2190-91	0.000	0.000</				

TABLE - 4: YEARWISE BREAKUP OF EXPECTED REVENUE FROM SALEABLE AREA IN ROHINI (PHASE - III)

DATED: 03-Jun-93

USE CODE	USE	1992-93 1.166	1993-94 1.000	1994-95 1.166	1995-96 1.366	1996-97 1.566	1997-98 1.850	TOTAL
1	2	3	4	5	6	7	8	
A1.1	LOTS/ROHINI REGISTRANTS							
	1861 X 26 SQ.MTR. EMS							0.000
	2664 X 32 SQ.MTR. LIG							0.000
	1740 X 48 SQ.MTR. LIG							0.000
	2862 X 60 SQ.MTR. MIG							0.000
	1202 X 90 SQ.MTR. MIG							0.000
	REVENUE FROM THESE PLOTS DIRECTLY COMES FROM TABLE 8 TO TABLE 2 AND IS SHOWN AFTER DISCOUNTING IN COLUMN 9							0.000
A1.2	EDA HOUSING							
	LIG	0.000	577.427	683.901	777.233	916.833	1052.489	4042.916
	MIG	0.000	643.831	750.836	875.625	1021.133	1170.849	4482.314
A1.3	INSTITUTIONAL HOUSING	0.000	222.438	259.407	302.321	352.800	411.435	1548.602
A1.4	RESETTLEMENT SQUATTERS	0.000	2590.256	0.000	0.000	0.000	0.000	2590.256
A1.5	ALTERNATIVE PLOTS	0.000	440.991	514.284	599.758	699.438	815.684	3070.154
A1.6	AUCTION PLOTS	0.000	0.000	0.000	0.000	0.000	0.000	0.000
A1.7	EXISTING VILLAGES	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	NET RESIDENTIAL	0.000	4474.643	2208.428	2575.469	2990.224	3425.478	15734.242
A2	EDUCATIONAL FACILITIES	0.000	335.697	391.490	456.556	532.435	621.926	2337.104
A3	OTHER COMM. FACILITIES	0.000	47.775	56.071	67.723	78.978	92.104	346.671
A4	LOCAL/CONVENIENT SHOPPING	0.000	847.014	967.787	1151.938	1343.413	1556.688	5896.860
A5	UTILITIES	0.000	0.000	0.000	0.000	0.000	0.000	0.000
A6	PARKS & PLAYGROUNDS	0.000	0.000	0.000	0.000	0.000	0.000	0.000
A7	SECTOR ROADS	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	RES. SUPPORTING FACILITIES	0.000	1232.504	1437.349	1676.236	1954.826	2275.718	8580.635
	TOTAL RESIDENTIAL	0.000	5707.149	3645.777	4251.705	4945.051	5725.196	24314.876
B1.1	OPEN SPACES	0.000	0.000	0.000	0.000	0.000	0.000	0.000
B1.2	COMMERCIAL SPACES	0.000	0.000	0.000	5137.132	5994.951	6956.615	18115.698
B1.3	COMM. LOW TURNOVER	0.000	0.000	0.000	359.326	420.073	482.692	1266.091
B1.4	CULTURAL SPACES	0.000	0.000	0.000	718.652	840.147	977.384	2536.183
B1.5	FACILITIES	0.000	0.035	0.000	62.684	73.180	85.251	221.115
B1.6	RESIDENTIAL	0.000	0.000	0.000	538.989	630.110	733.038	1902.137
B1.7	UTILITIES	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	TOTAL DIST. CENTRE	0.000	0.000	0.000	6816.784	7955.461	9272.979	24943.224

[illegible]

TOTALS RESOURCES OF SALEABLE AREA									
USE	GROSS AREA	NET AREA	DISPOSABLE	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT
RESIDENTIAL	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
COMMERCIAL	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
INDUSTRIAL	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
AGRICULTURAL	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
RECREATION	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
UTILITIES	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
TRANSPORTATION	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
OTHERS	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
TOTAL	10,000	10,000	10,000	100.0	100.0	100.0	100.0	100.0	100.0

TOTALS RESOURCES OF SALEABLE AREA									
USE	GROSS AREA	NET AREA	DISPOSABLE	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT
RESIDENTIAL	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
COMMERCIAL	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
INDUSTRIAL	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
AGRICULTURAL	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
RECREATION	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
UTILITIES	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
TRANSPORTATION	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
OTHERS	1,000	1,000	1,000	100.0	100.0	100.0	100.0	100.0	100.0
TOTAL	10,000	10,000	10,000	100.0	100.0	100.0	100.0	100.0	100.0

TABLE: 7 YEAR WISE LIKELY EXPENDITURE ON VARIOUS SERVICES FOR DEVELOPMENT OF ROHINI PHASE-III PROJECT

SURVEY DATE	LEVEL ELEVATION	WATER CLIMATE	SEMI- SUPPLY	MAINT. DURING CONST.	HUNT. W/S CONST.	MAINT. FOR HUNT	UNFLT. DUSTBIN	SERVICE PARKS	GRILL FORCE	ELECT. BRIDGES	EARTH FILL, SEWER & W/C	INTRN. U.G.T. CARPT.	DENSE OUTFALL MAIN SEWER	RISING SCH. BOUND.	MAINT. DURING CONST.	EXTRA TOTAL
07-88		4.13	1.60	27.99					0.60							34.62
08-89	2.14	25.41	25.33	24.80	32.11				0.44		32.10					136.33
09-90	3.21	4.42	3.37	32.77	5.28	3.40	3.13	1.60	1.81		14.01					57.20
10-91	3.45	43.22	46.37	37.81	67.03				36.16							247.91
11-92	1.84	21.60	20.81	11.04	69.87	7.70	91.40		79.46	46.00	76.30					754.04
12-93		15.44	772.85	61.68	273.74	4.63	27.45		2.81	598.22						1667.15
01-94	16.25	223.80	204.00	679.00	217.00	18.25	132.00		98.40	128.60	116.00	578.55	29.49	105.00	65.31	5,173.25
02-95	13.00	16.77	268.20	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
03-96	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
04-97	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
05-98	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
06-99	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
07-00	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
08-01	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
09-02	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
10-03	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
11-04	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
12-05	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
01-06	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
02-07	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
03-08	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
04-09	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
05-10	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
06-11	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
07-12	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
08-13	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
09-14	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
10-15	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
11-16	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
12-17	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
01-18	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
02-19	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
03-20	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
04-21	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
05-22	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
06-23	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
07-24	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
08-25	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
09-26	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
10-27	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
11-28	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
12-29	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
01-30	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
02-31	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
03-32	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
04-33	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
05-34	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
06-35	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
07-36	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
08-37	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
09-38	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
10-39	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
11-40	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
12-41	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
01-42	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
02-43	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
03-44	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
04-45	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
05-46	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
06-47	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
07-48	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
08-49	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
09-50	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
10-51	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
11-52	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
12-53	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
01-54	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
02-55	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
03-56	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80	118.00	1187.70	29.69	95.00	475.00		5,304.00
04-57	15.00	18.77	280.00	275.00	478.00	78.00	24.00	95.00	107.80</							

TABLE 3. PAYMENT OF PLOTS IN WORKING AND STATUS OF REVENUE EXPECTED

- 1 65 -

DATE OF ISSUE	REVENUE IN 1990-91 EXPECTED	NO. OF PLOTS CALCULATED IN 1990-91	NO. OF DEMAND LETTERS ISSUED IN 1990-91	DATE/NO. OF IN 1990-91 (IN NO.)	NO. OF DEMAND LETTERS STATED EXPECTED ISSUE 1990-91	PRE-DETERMINED RATE 1992-94 (IN RS.)	REVENUE EXPECT. IN 1991-92	REVENUE EXPECT. IN 1992-93	REVENUE EXPECT. IN 1993-94	REVENUE EXPECT. IN 1994-95	TOTAL
1990-91	34,000	100	100	1990-91	100	789,057	93,808	31,289			183,110
1991-92	100,000	1000	1000	1991-92	1000	1049,971	282,171	94,057	222,770	74,570	674,587
1992-93	275,444	32	32	1992-93	32	1049,971	7,626	2,542			285,784
1993-94	254,397	3200	3200	1993-94	3200	1579,714	399,436	119,819	832,046	284,349	1573,200
1994-95	100,000	100	100	1994-95	100	1579,714	1,343	0,448			538,366
	100,000	1000	1000		1000		744,406	248,125	1076,815	358,938	2555,047

REVENUE EXPECTED IN 1990-91 AND 1991-92 HAS BEEN CALCULATED AT THE RATE PROPOSED IN ITEM 5.4 OF THE REPORT.

ITEM NO.
92/93

A-15.06.93

Sub: Conceptual Scheme of the area along National Highway 8 near Indira Gandhi International Airport.
F.10(2)/92/MP.

P R E C I S

On receipt of Govt. directions dated 1.1.93, Authority vide its Resolution No.22/93 dated 19.02.1993 decided as under:

"Resolved that the area identified in the draft indicative plan with extended boundary upto old National Highway towards the west be declared as development area under section 12 of the Delhi Development Act, 1957 after getting it surveyed as quickly as possible.

Further resolved (i) that besides the uses already mentioned in the agenda note and in the proposed indicative plan, the scheme should also include a complex of residential and non residential schools with common facilities such as swimming pool, stadium, auditorium, etc., (ii) that alternatives for the urban land policies should also be worked out and brought before the Authority., (iii) that the stipulation of 2 KM green belt along the border as per provisions of MPD 2001 should also be explained to the Ministry while forwarding the Development Plan of the Area.

Further vide item No.36/93 dated 23.3.93 it was resolved as under:

Against item no.22/93, after the first para following should be added:-

(83

The proposed scheme would provide for development of individual plots by the owners, subject to the payment of conversion, betterment, development charges according to a detailed scheme to be worked out. These charges shall at least cover the full cost of acquisition and development of common areas and facilities, utilities, greens and roads inter connections, etc. The scheme will also specify the spheres and responsibilities of the implementing agencies mainly DDA, MCD, DESU etc. DDA may not be required to acquire the land and develop it except to the extent required for providing common areas and facilities., utilities, greens and roads etc., at the cost and expense of individual plot owners. The legal

framework for such a scheme should be carefully prepared and got vetted by competent legal advice.

2. A meeting was taken by the Secretary, Ministry of Urban Development on various issues concerning the DDA on 17.5.1993. So far as development along NH 8 is concerned, MOUD vide its letter No.K 11011/33/93/DDIA dated 19.5.93 desired that DDA should seek specific clarifications on the implementation of the Ministry's instructions on the development of the area around NH 8 and the approach to applications for motels according to approved layout plan so that Ministry may clarify this.

3. In response to the above said letter of the Ministry an interim reply was sent by Vice Chairman, DDA on 3.6.93 (Appendix 'I' Page No. 77-82).

4.1 The following is the list of action taken in compliance of the Authority/Govt. decisions:

4.2 Commissioner (LM) requested Secretary (L GNCTD on 15.4.93 to notify the area under consideration as Development Area under section 12 of the Delhi Development Act, 1957. Notification under section 12 of Delhi Development Act is awaited.

4.3 A physical survey of the area has been conducted on the scale 1:4000. Brief details of the 806 HA of the land under consideration collected during the survey are as follows:

	Part A	Part B	Area in HAC. Total	%
a) Area predominanetly under farm houses and partly with boundary walls	144	121	265	33%
b) Area only with boundary walls	112	13	125	16%
c) Area under agri-culture/cultiva- ted lands.	12	98	110	13%
d) Area under roads	41	54	95	12%
e) Other areas	103	11	114	14%
i) Villages	18	-	19	-
ii) Other built up & Air Force colony	85	11	96	-
f) Open area without cultivations	53	44	97	12%
Grand total	465	341	806	100%

Note: Part A denotes area East of NH 8
Part B denotes area West of NH 8

4.4 It would be seen that major part of the land in the area is already developed in the form of farm houses etc; only 197 HAC area (e + f) (25%) is vacant or cultivated.

4.5 Letters have been written to Commissioner (MCD) drawing his attention to unauthorised encroachments / constructions in the area and to take effective steps to prevent u/a development.

4.6 Alternative Urban Land Policies with a view to involve private developments have been worked out by the Commissioner (Planning) and Principal Commissioner, DDA and presented before MOUD on

-: 69 :-

17.5.93 these could be summarised as :

- i) Model-UE: Worked out by Commr. (Plg.) -Refer
(Appendix 'F' Page No. 83-96).
- ii) Model-D I
D II Worked out by Pr. Commr. - Refer
E I (Appendix 'K' P. 93-143).

iii) Model A : Tentative thinking of the Authority
for the development around NH B.

5.0 Summary of these models is given below:

MODEL UE

5.1 Land Assembly by the DDA to the extent of
100% (total land acquisition by the DDA).

5.2 Development

(a) Planning:

- (i) at the sub city level by the DDA;
- (ii) at the sector level by private developers
in case of 9 out of 15 i.e. residential sectors;
and 6 out of 15 i.e. non residential sectors by
the DDA; this can also be by private developers.
- (b) Trunk infrastructure by concerned local
agencies at developers cost.
- (c) Peripheral infrastructure by the DDA at
private developers cost.
- (d) Internal infrastructure: by the private
developer (9 sectors) by the DDA
(6 sector); all 15 sectors could also
be by private developers.

5.3 Disposal: Major part by the private
developers, some part by the DDA.

-: 69 :-

17.5.93 these could be summarised as :

- i) Model-UE: Worked out by Commr. (Plg.) -Refer
(Appendix 'G' Page No. 83-96).
- ii) Model-D I
D II Worked out by Pr. Commr. - Refer
E I (Appendix 'K' P. 93-143)

iii) Model A : Tentative thinking of the Authority
for the development around NH 8.

5.0 Summary of these models is given below:

MODEL UE

5.1 Land Assembly by the DDA to the extent of
100% (total land acquisition by the DDA).

5.2 Development

(a) Planning:

- (i) at the sub city level by the DDA;
- (ii) at the sector level by private developers
in case of 9 out of 15 i.e. residential sectors;
and 6 out of 15 i.e. non residential sectors by
the DDA; this can also be by private developers.
- (b) Trunk infrastructure by concerned local
agencies at developers cost.
- (c) Peripheral infrastructure by the DDA at
private developers cost.
- (d) Internal infrastructure: by the private
developer (9 sectors); by the DDA
(6 sector); all 15 sectors could also
be by private developers.

5.3 Disposal: Major part by the private
developers, some part by the DDA.

-: 70 :-

Model D-1

5.4 This model is practically the same as UE model described above. It gives further details about licensing of the land to the private developers.

Model D-II

5.5 Land Assembly by private developer to the extent of at least 90% and by the DDA 10% where necessary (supplementary land acquisition by the DDA).

5.6 Development:

- (a) Planning by the DDA at sub city level, by the private developers at sector level.
- (b) Trunk infrastructure : by the local Govt. agencies at developers cost.
- (c) Peripheral infrastructure by the developer.
- (d) Internal infrastructure : by the developer.

5.7 Disposal

Mainly by the private developers some part by the DDA.

Model E 1

5.8 Land Assembly : DDA at sub city level and private developer within the layout;

5.9 Development:

- (A) Planning by the DDA at sub city level, by the private developers at sector level.
- (B) Trunk infrastructure: by the concerned local agencies at the developers cost.

(1) The layout in the sector would have 50% of the area for private disposal - residential 40% (including social housing) and commercial 10%, remaining 50% is to be surrendered to the Govt./DDA for recreational use, public and semi public facilities and utility and circulation.

5.14 Sector details:

Major part by the owners, remaining by the DDA.

5.13 Disposal:

- (c) Internal Infrastructure by the local agencies on the basis of approved layout plan as in (b) above.
- (b) Trunk infrastructure: by the concerned agencies - water supply, sewage and drainage by the concerned agencies of the MCD, power by DESU, roads by PWD/MCD.
- (a) Planning: overall planning by the DDA, within the sector by the owners.

5.12 Development

- (b) The scheme could function without any land acquisition as well.
- (a) Minimal land acquisition to the extent of major green area along the National Highway and the circulation network by the DDA.

5.11 Land Assembly:

Model A:

developers in their respective areas.

- 5.10 Disposal by the DDA and by the private developers in their respective areas.
- (D) Internal infrastructure by the DDA and the private developers in their respective areas.
- (C) Peripheral infrastructure by the DDA and the private developers in their respective areas.

- (ii) Owners shall pay to the DDA conversion charges, development charges and betterment charges. In the public and semi public facility areas complex of residential and non residential schools with common facilities, swimming pool, stadium, auditorium etc., could also be provided.

5.15 Alternative development schemes have been worked out based on the Models mentioned in para 5 to be laid on the table.

6.0 Issues involved and classifications needed:

6.1 Which of these models or combination of models would be the most suitable for development of land along National Highway 8?

6.2 The statutes like Delhi Dev. Act, MCD Act, Punjab Land Reforms Act from which the selected model would derive its legal backing.

6.3 Whether the model would be applied selectively only on NH 8 or in some areas or it would be a general model for the development in urban extension in Delhi?

6.4 In case this model is to be applied selectively, side by side, with the policy of large scale acquisition what would be the criteria/guidelines for the application of the model in different areas?

6.5 For the last 32 years, the policy of Large Scale Acquisition, Development & Disposal of land as contained in GOI letter of 1961 has been invariably followed by DDA/Delhi Admn./MOUD. It

was explained during the meeting on 17.3.93 that no exception to this policy has been made in the last 30 years. There were cases in which certain coop. societies had purchased land and wanted permission to be given to them for development and construction. Even in such cases the land was first acquired and then handed over to the cooperative societies. The model of development envisaged by the Ministry is likely to become a major constraint in the acquisition and development of areas in other colonies. Request from the owners of land for exemption from acquisition of land required for infrastructure will be difficult to resist. They would claim before the LAC as well as before the Courts that they are willing to develop the land as per the Master Plan/Zonal Plan and therefore, their land should be left out from the acquisition. They will quote the precedent of the new model to their advantage making land acquisition, even for public purposes, a difficult proposition. This has been experienced in many of the towns in India where development of infrastructure lags behind because of continuous litigations and delay in land acquisition. It would be desirable to clarify that the model A or any other model which may be selected for the development along NH 8 is in

6.9 The Authority Resolution envisages payment of conversion, betterment and development charges according to a detailed scheme to be worked out. The Delhi Development Act envisages only realisation of betterment charges u/s 37 and that also according to the parameters defined therein. On the other hand MCD has powers to levy development/betterment charges they do in the case of regularisation of unauthorised colonies. A clear view has to emerge as to whether MCD will realise the development charges as is indicated in the Government letter or the DDA will realise the betterment charges. It was in this context that the Authority has decided that the scheme would specify the sphere and responsibilities of the implementing agencies viz. E.D., MCD, DESU. The legal framework for such scheme was to be prepared and got vetted by competent legal advice. Assurance that the funds invested will come back and may not be locked up for long, as has been experienced in respect of unauthorised colonies, may be necessary. So far as betterment charges are concerned, this mechanism has not been applied in the last 35 years. A rough calculation would show that the investment by way of peripheral facilities without trunk services would be of the order of Rs.500 ~~crs~~ 750 per sq. mt.

6.10 It may be necessary to realise development/betterment charges by MCD or DDA as the case may be, before the grant of permission to individual plot owner who approach such permission. The authority vide its Resolution No. 22/93 has already decided that such changes will cover at least the full cost of land acquisition for infrastructure/social services and cost of development of common areas /facilities, utilities, greens, road inter connections etc. This may also be clarified so that the estimated cost is worked out and demand raised.

The matter is placed before the Authority for consideration.

RESOLUTION

1. Commissioner(Planning) presented the results of the survey(with the help of the maps) and explained required clarifications and issues enumerated in para (6) of the agenda note.
2. The Authority noted that 'under the Hotels, Boarding Houses, Guest Houses, Hostels, Lodging Houses and Motels (Building Standards) Regulations 1977' motels were permitted as cases of 'Special Appeal' within the agricultural green belt and rural zone of the Master Plan-1962, if allowed by the Authority. However, in MPD-2001, there is no mention of "motel" while enumerating the uses of agricultural/rural zone. The Authority has constituted a Committee under the Chairmanship of Pr. Commissioner DDA to examine the issue of siting of motels in NCTD.
3. The Authority resolved that recommendations of the aforesaid Committee should be placed before the Authority in its next meeting.
4. The Authority also resolved that necessary changes in MPD-2001 be initiated for including motels as a permissible land use in agricultural/rural zone.

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5. In the context of motels likely to be allowed in agricultural/rural zones, the Authority resolved that the finalisation of the layout plan be deferred. Action for declaring the remaining portion of the scheme as 'Development Area' as decided earlier, may also be deferred.
6. In the meantime, guidelines for exemption from ULCR Act be prepared by the Govt. of NCTD.
7. Proposals for change of land use for establishing hotels, especially with foreign capital, to be processed on case to-case basis after taking into consideration the provisions of MPD-2001.
8. DDA and MCD to intensify their efforts to stop further unauthorised constructions in the area. Such unauthorised constructions should be dealt with firmness.

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(113)

**Development of the area around NH-8 and
approval to applications for Motels**

A meeting was taken by Secretary, Ministry of Urban Development on various issues concerning the DDA on 17.5.93 the decision of the same were communicated vide letter dated 19.5.93. Under paragraph No 6 of this communication concerning planning along NH 8 it was decided that the DDA should seek specific clarifications on the implementation of Ministry's instructions on the development of area around NH 8 and the approach to applications for motels according to approved layout plan so that Ministry may clarify this.

2. Ministry of Urban Development Govt. of India issued a directive under Section 41 (1) of the Delhi Development Act regarding land use plan for the area adjoining the NH 8 dated 1.1.93 (Annexure). An extract from that communication is as under:

4... "The Ministry, therefore, in exercise of the powers conferred upon it under section 41(1) of the Delhi Development Act 1957 hereby directs the Delhi Development Authority to prepare an indicative land use plan along the corridor extending to 1 KM on either side of the National Highway No.8 from the present boundary of the development area upto the Haryana border. Such an indicative plan should be based on proposed uses consistent with the general pattern of development in and around that area."

The MOUD further desired

5 "In the meantime considering the proximity of the area to the International Airport and the need for tourism facilities applications pending with the Ministry and DDA for the development of privately owned plots for the purposes of construction of hotels/motels with foreign equity participation may be permitted. Changes in the land use in such cases may be incorporated in the indicative land use plan. It would be upto the parties to develop/obtain the necessary infrastructure facilities subject to clearance by the Municipal Corporation.

19.2.95. It resolved that the area identified in the draft was discussed in the meeting vide item No. 22/193 dated

4.1 The indicative plan as prepared by the planning department proceeding was specially emphasised.

which encroachments and unauthorised constructions were improving to visitor perception of Delhi and the rapid rate at

The urgency of the problem from the point of view of unauthorised construction/misuse in the area.

MCD, in the meantime should take effective measures against under Delhi Development Act, 1957. It was further resolved that

for processing the change in landuse and for notifying the area plans with suggested boundaries be brought before the Authority.

The Authority further resolved that the aforesaid indicative DDA, Commr. (MCD), Principal Commissioner, and Commr. (Pig)

is to be implemented be worked out by a Group consisting of VC, together with the legal frame of provisions under which the same

landuses under different categories and the indicative scheme mixed landuse concept. It further resolved that the quantum of

Territory of Delhi and Haryana be formulated keeping in view the International Airport and the border of National Capital

the land along both sides of NH 8 between Indira Gandhi had resolved that an indicative plan for development of

17.12.1992 vide agenda item No. 169/92. The Authority earlier discussed in the Authority meeting on 12.12.1992

Airport, prepared by the Planning Department of the DDA at

3. Conceptual Plan of the area along NH 8 near Indira Gandhi

indicative plan with extended boundary upto old National Highway towards the West be declared as Development Area under Section 12 of the Delhi Development Act, 1957 after getting it surveyed as quickly as possible. The authority further resolved (i) that besides the uses already mentioned in the agenda note and in the proposed indicative plan, the scheme should also include a complex residential and nonresidential schools with common facilities such as swimming pool, stadium, auditorium, etc., (ii) that alternatives for the urban land policies should also be worked out and brought before the authority., (iii) that the stipulation of 2 kilometer green belt along the border as per provisions of MPD 2001 should also be explained to the Ministry while forwarding the development plan of the area.

4.2 Subsequently, item No.36/93 it was resolved on 23.3.93 as against item No.22/93, after the first para following should be added:-

"The proposed scheme would provide for development of individual plots by the owners, subject to the payment of conversion betterment, development charges according to a detailed scheme to be worked out. These charges shall at least cover the full cost of acquisition and development of common areas and facilities, utilities, greens and roads, inter connections etc. The scheme will also specify the spheres and responsibilities of the implementing agencies mainly PDA, MCD, DESU etc. DDA may not be required to acquire the land and develop it except to the extent required for providing common areas and facilities, utilities, green and roads etc. at the cost and expenses of individual plot owners. The legal framework for such a scheme should be carefully prepared and got vetted by competent legal advice."

5.1 In view of the Resolution of the Authority physical survey of the area was conducted. A communication has been sent by Commr. (LM) to the Land & Building Department of the Delhi

Administration on 15.4.93 to notify the area under consideration as development area under section 12 of the DD Act.

The Pr. Commr. has worked out alternatives urban land policy.

5.2 Notification u/s 12 of DD Act from GNCTD is awaited.

meantime Principal Commissioner/Commr. (Plg.) presented various

alternative for Urban Land policy models to Secretary (UD) on

17.5.93 MOUD has called for further points on which clarification is needed.

6. The issue of no objection to two individual cases referred

by the Ministry vide their letter No.K-20013/10/92-DDIB dated

18/2/93 were considered in the Authority's meeting held on

16.4.93 vide item no.63/93. The Authority resolved, "that a

Committee be constituted under the Chairmanship of Principal

Commissioner, DDA with members from the Ministry of Tourism,

Delhi Tourism Development Corporation and the Planning Department

of the DDA. The Committee shall give its recommendations about

the development of motels in Delhi and shall submit its report in

the next meeting of the Authority. This decision be conveyed to

the Ministry of Urban Development as an interim information."

The Committee is functioning under the Chairmanship of Principal

Commissioner with Director (Area Planning) as Convenor. Report

of the Committee is awaited.

7. As desired by the Authority, a physical survey of the area

has been conducted and Land & Building Department of the Delhi

Administration has been requested to notify the area under

consideration as Development Area under section 12 of the DD Act.

Alternatives^{models} for the urban land policies have been worked out by the Principal Commissioner and Commissioner (Planning) DDA. Based on these models and keeping in view the ^{decisions} ~~recommendations~~ of the Authority, alternative schemes^{with} policy implications and needed clarifications would be put up to the Authority in its next meeting scheduled to be held on 8.6.93.

We shall revert to the Government after the Authority meeting.

**INVOLVEMENT OF PRIVATE DEVELOPERS IN
LAND ASSEMBLY, DEVELOPMENT & DISPOSAL
IN URBAN EXTENSIONS**

1. The urban extension of 24,000 ha. to accommodate a population of 40,00,000 envisaged in the "Master Plan for Delhi - Perspective 2001" will be in the form of a number of sub-cities. A typical sub-city will be of 6,000 ha. divided into 4 quarters, each of 1,500 ha., vide diagram appended.

2. The quarter sub-city will consist of 15 sectors of 100 ha. each. Out of these 15 sectors, 9 will be residential in nature and 3 each will cater to composite community and city-level requirements.

3. The residential sector of 100 ha. will provide for 5 users - residential (50 ha.), commercial (1.6 ha.), public and semi-public facilities (10 ha.), parks and utilities (16 ha.) and circulation (22.4 ha.).

4. The cost of land assembly and development for a residential sector is estimated as follows:

(a) Land assembly	-	Rs. 15.60 crores
(b) Supra-sectoral infra-structure	-	Rs. 40.00 crores
(c) Intra-sectoral infra-structure	-	Rs. 42.88 crores
(d) Super-structure	-	Rs. 101.83 crores

Total Rs. 200.31 crores

MODEL D-I

5. The residential users will consist of EWS, LIG and MIG housing, cooperative group housing society plots, land-acquisition related alternative plots, jhuggi-jhonpuri

relocation plots, institutional plots and free-market housing. While EWS, LIG and MIG housing will be over a minimum of 12.5 ha., its composition and the interse allocation of land among the other residential users will be specifically determinable. Typically, it could be as follows:

(a) CGHS plots	- 15.0 ha.
(b) Alternative plots	- 5.0 ha.
(c) Relocation plots	- 5.0 ha.
(d) Institutional plots	- 2.5 ha.
(e) Free-market housing	- 10.0 ha.

6. All land assembly and supra-sectoral development and sectoral development in composite community and city-level sectors will be the responsibility of DDA. The development of residential sectors will be open to private developers, hereinafter referred to as developers.

7. The developer will be responsible for all planning and development at sectoral and infra-sectoral levels.

8. The developer will undertake the development of the residential sector on the strength of a licence given to him by DDA.

9. The selection of the licensee will be made on the basis of bids. Only those private developers will be eligible to bid for the licence who have been duly pre-qualified for the purpose by DDA according to a pre-determined criteria.

10. The tender papers will be drawn up on the lines of the Mass Housing Projects being implemented in the Bombay Metropolitan Region by CIDCO and MHADA. The papers will inter alia contain all relevant norms and parameters for planning and development in the sector. These norms and parameters will be determined specifically for each sector in accordance with felt-needs and land characteristics.

11. Each bid will be in two separate sealed envelopes, one containing the technical proposals to cover spatial plans, construction designs and output quantities on the basis of

norms and parameters contained in the tender papers, and the other containing the financial proposals specifying the prices/rates of the outputs to be made available to DDA.

12. The technical bids will be opened and evaluated first, and the financial bids of only such developers will be taken up for consideration whose technical bids have been found acceptable. A major consideration in the evaluation of the financial bid will be the willingness of the developer to maximise the quantities of EWS, LIG and MIG housing and minimise the free-market housing component of the offer.

13. On the bid being accepted, the developer will pay 30% of the cost of land acquisition (after excluding the cost of land under EWS, LIG and MIG housing, CGHS plots, alternative plots, relocation plots, institutional plots and half the area of land under plots developed for public and semi-public facilities) and supra-sectoral development (proportionate to the area of the sector) as a condition precedent for grant of licence. Thereafter, he will pay the remainder of the said cost in the first and second years at the rate of 35% each. The stipulated payments will be covered by a suitable bank guarantee reckoned on an instalment basis. Further, the developer will be bound to pay the enhanced compensation for land acquisition, if any, ordered to be paid by Courts, as and when called upon to do so.

14. The developer will be free to book orders for the sale of the outputs disposable by him as soon as the licence has been issued on the basis of standard agreements to be approved by DDA, provided that the amounts received against such booking are collected in the form of demand drafts made in favour of DDA. Seventy five percent of these amounts will be adjustable by DDA towards the payments for land acquisition and supra-sectoral development as may be due, and the remaining will be transferable to the developer from time-to-time in accordance with the progress in the execution of the works.

15. Notwithstanding what has been said at 14 above, the developer's obligation to pay to DDA the amounts due to the latter as indicated at 13 above will remain binding

irrespective of whether sufficient orders have been booked by him or not.

16. The developer will hand over to DDA or its nominee all EWS, LIG and MIG flats, CGHS plots, alternative plots, relocation plots and institutional plots at the tendered price.

17. The developer will also hand over to DDA or its nominee at the tendered price the plots developed for public and semi-public facilities to the extent of half the area of land under such plots. The selection of plots for the purpose will be made by draw of lots.

18. The amount payable by DDA relative to 16 and 17 above will be paid in instalments linked to specific stages in the execution of the works.

19. The developer will transfer all roads, parks and utilities to the relevant public agencies free-of-cost. Deficiency charges due, if any, will be paid by him. Until their transfer, he will maintain the said roads, parks and utilities at his own cost.

20. The developer will be free to dispose of all open-market housing stock, commercial estates and his share of the plots developed for public and semi-public facilities at his discretion subject to 13, 14 and 19 above and 21, 22 and 23 below.

21. The developer will be allowed to dispose of his share of the flats/plots/estates in proportion to his handing over to DDA of its share of flats/plots. The share of DDA will be handed over in instalments of not less than 10% of the whole.

22. All open market sales by the developer will be on the basis of plot-by-plot transfer of land to him or his nominee by DDA on a lease-hold or free-hold basis, depending upon the prevailing policy in this regard. The transfer will be made after DDA has duly secured from the developer its proportionate share of the flats and plots. The term and conditions of transfer, particularly the amount payable,

will be clearly spelled out in the tender papers. The transfer will be with the requisite exemption under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976.

23. The developer will hand over to DDA its share of the flats and plots within 3 years of the issue of licence and complete all development under the terms and conditions of the licence within 5 years thereof. The failure to adhere to this time limit will entitle DDA inter alia to recover a penalty at the rate of 24% per annum on the value of defaults. This provisions will be covered by a suitable bank guarantee on the scale of 10% of the total value of development.

24. The construction and other development activities undertaken by the developer will be subject to the technical inspection and approval of DDA to ensure proper quality. For this purpose, DDA may appoint construction management consultants at its discretion and cost.

25. The developer will bear full and exclusive liability for defects, as provided under law, in respect of the flats, plots and elements of infra-structure developed and handed over by him to DDA or its nominee and other public agencies.

MODEL - D-II

26. Land assembly for, and development of, composite community and city-level sectors will be the responsibility of DDA. All supra-sectoral development will also be its responsibility.

27. Land assembly for, and development of, residential sectors will be open to private developers, hereinafter referred to as developers, on the basis of an exemption under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 granted by the competent authority with reference to a No Objection Certificate issued by DDA. Where, however, the developer has assembled at least 90% of the land in a residential sector, the remaining 10% may be compulsorily acquired on his behalf to enable the assembly of land by him to be completed. The developer will deposit the full estimated cost of land as soon as his proposal for

acquisition is accepted. He will also bind himself to pay the balance of the actual cost of land acquisition, if any, including enhanced compensation ordered to be paid by Courts.

28. The developer will also pay to DDA the cost of supra-sectoral development proportionate to the area of the sector. This he will do in two instalments of 50% each, the first being payable initially and the second 12 months thereafter. The stipulated payments will be covered by a suitable bank guarantee reckoned on an instalment basis.

29. The developer will be responsible for all planning and development at sectoral and infra-sectoral levels.

30. The residential sector will provide for the following:

(a) EWS, LIG & MIG housing	-	12.5 ha.
(b) CGHS plots	-	15.0 ha.
(c) Alternative plots	-	0.5 ha.
(d) Relocation plots	-	5.0 ha.
(e) Institutional plots	-	2.5 ha.
(f) Free market housing	-	14.5 ha.

31. The composition of social housing will be:

(a) EWS	-	5%
(b) LIG	-	50%
(c) MIG	-	45%

(This reflects the percent backlog of DDA registrants.)

32. The developer will hand over to DDA or its nominee all EWS, LIG and MIG flats at the ceiling prices fixed by HUDCO for houses financed by it for flats of comparable size.

33. The developer will also hand over to DDA at the pre-determined price notified by Government of India, less 10%, all CGHS plots, alternative plots relocation plots and institutional plots and plots developed for public and semi-public facilities to the extent of half the area of land under such plots, the selection of plots for the purpose being made by draw of lots.

34. The amount payable by DDA relative to 32 and 33 above will be paid in instalments linked to specific stages in the execution of the works.

35. The developer will transfer all roads, parks and utilities to the relevant public agencies free-of-cost. Deficiency charges due, if any, will be paid by him. Until their transfer, he will maintain the said roads, parks and utilities at his own cost.

36. Subject to 27, 32, 33 and 35 above, the developer will be free to dispose of all land and development at his discretion.

37. The developer will be allowed to dispose of land and development as indicated above in proportion to his handing over to DDA of its share of flats/plots. The share of DDA will be handed over in instalments of not less than 10% of the whole.

38. The developer will hand over to DDA its share of the flats and plots within 3 years of the issue of No Objection Certificate. The failure to adhere to this time limit will entitle DDA inter alia to recover a penalty at the rate of 24% per annum on the value of defaults. This provision will be covered by a suitable bank guarantee on the scale of 10% of the total value of DDA's aforesaid share.

39. The construction and other development activities undertaken by the developer in respect of sectoral and infra-sectoral common facilities and flats and plots transferable to DDA will be subject to the technical inspection and approval of DDA to ensure proper quality. For this purpose, DDA may appoint construction management consultants at its discretion and cost.

40. The developer will bear full and exclusive liability for defects, as provided under law, in respect of the flats, plots and elements of infra-structure developed and handed over by him to DDA or its nominees and other public agencies.

ANNEXURE 'E'

**INVOLVEMENT OF PRIVATE DEVELOPERS IN LAND
ASSEMBLY, DEVELOPMENT AND DISPOSAL IN
PROXIMATE LAND POCKETS**

1. The land pocket will be notified as a Development Area under the provisions of section 12(1) of the Delhi Development Act, 1957.
2. A detailed development plan will be prepared by DDA.
3. The land required for supra-layout infra-structure, including circulation and parks and utilities, will be acquired and developed by DDA.
4. The land required for EWS, LIG and MIG housing, CGHS plots, alternative plots, relocation plots, institutional plots and 50% of the area under public and semi-public facilities will also be acquired and developed by DDA.
5. The remaining land will be left available for development and disposal under private aegis in accordance with the development plan aforesaid.
6. Private development will be on the basis of development permission accorded by DDA and ULC clearance given by the competent authority in consultation with DDA.
7. The development permission will entail payment by the developer of a development charge to cover the cost of unsaleable acquired land, development of supra-layout infra-structure, subsidy involved, if any, in the disposal of EWS, LIG and MIG housing, CGHS plots, alternative plots, relocation plots, institutional plots and public and semi-public facilities plots, and a reasonable service charge.
8. The development charge will be revisable annually to reflect both actual and estimated increases in the costs comprising it on account of price rise, etc.

DELHI DEVELOPMENT AUTHORITY

Sub: DEVELOPMENT OF URBAN EXTENSION - MODIFICATIONS
IN THE URBAN LAND POLICY - MODEL - UG

File No.F20(2)/89/Instt.

1. Master Plan for Delhi-2001 envisages about 24,000 ha. of land to be added to the Urban Area and to be developed as Urban Extension. This would cater to approximately 4 million population. The Urban Land Policy followed in Delhi would require that this land is acquired by the DDA under the Land Acquisition Act; developed with trunk and peripheral services by the Govt. agencies and the disposal to be within the Nazul Rules.

2. The present urban land policy followed in Delhi has been a tremendous success on one hand, providing more than 250 thousand plots to EWS for slum resettlement, more 2.15 lakh houses constructed by DDA, about 1 lakh plot provided to individual families and land allotted to 518 societies for 52,000 dwellings and development of sub-city level projects like Rohini and Dwarka and development of major commercial centres, district parks and sports complexes etc. There is no parallel to this anywhere else. On the other hand, the city has the liability in the form of 1000 unauthorised colonies, more than 600 JJ clusters and problems of housing faced by the general public i.e. dissatisfaction with the quality and long waiting. At least a part of these could be contributed to the present land policy. Another most important factor why this policy cannot be continued as it is with justification is that the Authority is now finding it difficult to organise finances for the required land acquisition in bulk; specially with the increase of the minimum price of acquisition. Also the agencies to provide the trunk services are not able to provide timely requirement of infrastructure.

Contd...../

3. The issue of Urban Extension and Urban Land Policy for its development has been discussed in four meetings under the chairmanship of Minister for Urban Development. The following has emerged from these meetings:

(a) The urban extension as earlier stipulated as part of the MPD-2001 has been extended by including
(i) completed area in the South bounded by Mehrauli Badarpur Road and its extension, Rewari line, National Capital Territory of Delhi and Haryana border;
(ii) Sarita Vihar Extension (iii) area east of GT Road in the North extending upto River.

(b) an Urban Land Policy involving private developers at sector level for land development after acquisition of land by the DDA to expedite the land development process making it self financing.

4. In view of the discussion which took place in the meetings and further discussion under the chairmanship of L.G. and with experts in HDFC; and NHB, a modified urban land policy paper for development of urban extension has been prepared by the Perspective Planning Department of the D.D.A. (Annex.-I).

5. The highlights of the proposed modified Urban Land Policy are as under:

(i) Working responsibility is divided between DDA, infrastructure agencies (MCD/DESU) and private developers plus co-operatives and individuals.

(ii) A sub-city is divided into 60 sectors and 4 divisions. Out of 60 sectors, 36 sectors (9 sectors, in each division) to be developed by the private developers; 12 composite sectors at community level and 12 city level sectors to be self financing within themselves.

(iii) The initial capital of 225 crores is used to provide 9 sectors to the private developers

Contd..../-

on payment of 25 crores as licence fee, which is equal to the cost of land acquisition + services (excluding trunk services) + reinvestment in the development process. Immediately the money is available.

(iv) The private developers does the development and disposal concurrently so he is able to maintain the cash flow and provide finance to the DDA.

(v) (A) The cost of land assembly and development of the sub-city is Rs.3500 crores, which is divided as under:

The Responsibility		
Land Assembly	Rs.750 crores	DDA
Trunk Services/ Arterial-roads*	-	MCD/Govt.
Peripheral Services-I.	Rs.1250 crores	DDA
Peripheral Services-II	Rs.1500 crores	Pvt. developers

(B) In principle, cost of land procurement and development for a sector and its cash flow is as under:

	Amount in Rs. Cr.		
	Cost	Service+ Reinvestment	Total
Land assembly	15	10	25
Peripheral Services-I	22	8	30
Peripheral Services-II	25	10	35

(vi) In the whole process, the most crucial point is land acquisition and development of peripheral roads; the efficiency (in terms of time) in this process would determine the speed of the cycle.

(vii) In case of composite community sectors, and the city level sectors the land acquisition price is already paid by the private developers as part

* Cost of trunk infrastructure will be paid to trunk infrastructure agency separately by Govt.
Cent...../-

of licence fee. The composite sector and city level sectors have 10 percent commercial development. This would make these sectors self financing.

(viii) The paper in the draft form was discussed with L.G., Delhi and also later on with the finance experts in the field. Following emerged out of their suggestions: (The Joint Stock companies could further involve private builders/developers various components of development).

(a) In place of private builders land should be provided for development to the Joint Stock Companies for the purpose of development.

(b) This could be at the sector level (80 to 100 ha.), sub-sector level (40 to 50 ha.) and also at the level of Quarter city i.e. 1250 ha. In case of sub-sector level, the total cost would be about Rs.42 crores and direct investment of Rs.12.5 crores.

(c) Alongwith the development of sector/sub-sector, the joint stock company should also be asked to construct about 10 percent of the total building.

(d) A profit of 10 to 15 percent of investment (is likely to accrue) to the builders/developers.

6. Annex.-II is a Background Note prepared by Lands Department which gives the "pros and cons" of the association of private builders.

7. Annex.-III is a summary of the proposal received from the Rajdhani Estate Promoters and Builders Association. Dialogue with them is in progress.

8. Annex.-IV is a comparative table of different development models.

9. Annex.-V is a note of legal issues involved in the association of promoter developer.

10. The agenda note is put up to the Authority for discussion and guidance for working out further details.

DEVELOPMENT OF URBAN
EXTENSION : DELHI

N C R & URBAN EXTENSION UNIT
DELHI DEVELOPMENT AUTHORITY

B. In the second meeting held on 28th May, 1992 a paper was presented on the above issues, the same was discussed and it was decided that besides the areas identified in the MPD-2001 for Urban Extension some new areas in South i.e. Area south of Mehrauli Badarpur road and its extension and in North and areas beyond Sarita Vihar between Agra Canal and the river could also be included in the urban extension and for this an action plan to indicate phases of development, infrastructure and role of different agencies to be prepared by the D.D.A.

C. In the third meeting held on 18th August, 1992 the action plan was prepared and presented. Arising out of the discussion on the action plan, it was decided that a physical and financial plan for the development of Urban Extension together with legal implications and suggestions for participation of Private/Co-operative Sector be prepared. It was felt that DDA should acquire the entire area but should allow private developers to develop some pockets.

D. In the 4th meeting held on 15.10.92, a draft Urban Extension including the modified Land Policy was discussed. The concept was generally accepted and it was felt that this exercise is required to be further elaborated in terms of further financial and technical analysis, feasibility of land assembly and resource mobilisation by DDA, availability of infrastructure, nature of assumption etc. It was felt necessary to provide minimum private sector investment subjection to the extension of benefits to the poor section and time bound development. Thus, it was suggested to refine this exercise.

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DEVELOPMENT OF URBAN EXTENSION:

1. Background:

As per Master Plan for Delhi Perspective-2001 atleast 24,000 ha. of land is to be added to the Urban Area to be developed as Urban Extension. This would accommodate approximately 4 million population. As per present Urban Land Policy followed in Delhi, this land is to be acquired by the DDA as per provisions of 1894 Land Acquisition Act, developed with trunk and peripheral services by the Govt. agencies and the disposal to be within the Nazul Rules. In general commercial and high income residential plots are auctioned and remaining disposed of at pre-determined and subsidised prices.

2. The issue of urban extension has been discussed in three meetings under the chairmanship of Minister of Urban Development.

In the first meeting held on 6th May, 1992 following issues were identified:

- The requirement of additional area to be developed beyond the present urban limits to accommodate the overspill population by 2001.
- The feasibility of preserving the green belt on the Haryana and U.P. Border and measures to protect the ridge from unwarranted encroachment or ad-hoc development by public agencies.
- Direction of future growth and the precise areas to be notified for urban extension in phases, with due regard to the incidence of unauthorised colonies in the peripheral areas.
- Requirements of water supply, transport, electricity and other services for the additional population and ways to tackle increase in traffic needs.
- Review of present procedures relating to notification of urban villages or regulation of activities inside and around Lal Dora and amendment of laws therefor.
- Scope for recovery of cost of development through licensed colonisation or land readjustment.
- Interim measures to regulate haphazard growth in the periphery.

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3. In view of the discussion which had taken place in the meetings mentioned above and type of problem faced in Urban Land Development in Delhi, the whole issue has been studied to look into it from various angles.

4. The present urban land policy followed in Delhi has been a tremendous success on one hand, providing more than 250 thousand plots to EWS for slum resettlement, more than 2 lakh houses constructed by D.D.A., about 1 lakh plot provided to individual families and land allotment to 518 societies for 52,000 dwellings and development of sub-city level project like Rohini and Dwarka and development of major commercial centres, district parks and sports complexes etc. There is no parallel to this anywhere else. On the other hand, the city has the liability in the form of 1200 unauthorised colonies more than 600 JJ clusters and problems of housing faced by the general public i.e. dissatisfaction with the quality and long waiting. At least a part of these could be contributed to the present land policy. Another most important factor why this policy cannot be continued ^{as it is} with justification is that the Authority is now finding it difficult to organise finances for the required land acquisition in bulk (specially with the increase of the minimum price of acquisition). Also the agencies to provide the trunk services are not able to provide timely requirement of infrastructure.

5. Following briefly be the implication of private developers in the field of large scale land development.

a) Positive implication :

- i). Competition to public authorities in the matter of city development.
- ii) Availability of greater resources for accelerated development.
- iii) Check on unauthorised construction/encroachments by rapid turn over of vacant land.
- iv) Simultaneous development of commercial centres, enabling effective check of misuse of residential premises.
- v) Provision of variety of designs and building materials, expected improvement in quality and hence better customer satisfaction
- vi) Possible augmentation of DDA's earning as a share from private developers for its responsibilities of planning, urban design and development controls.
- vii) Better planned development by concentrating resources of DDA towards planning and development control process.

b) Negative implication:

- i) The needs of economically weaker sections vis LIG and MIG may not be fully met within their affordability limits.
- ii) Private developers may find it difficult to co-ordinate trunk services within MCD, DESU land Delhi Administration.
- iii) They may speculate and prolong the development process.
- iv) The availability of requisite finances and technical manpower of private developers
- v) They may collect public savings on promised attractive terms but later misuse the same bringing some liability upon DDA.
- vi) They may not adhere to the development control norms with regard to green areas, building byelaws which may not be always possible for DDA to enforce for want of staff.

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6. VIEW POINTS OF THE PRIVATE DEVELOPERS.

The private developers/builders have also preferred allotment of acquired land for development provided to them by the Govt. However, in their view clearance under the Urban Land (Ceiling & Regulation Act, 1976 and Agricultural Ceiling (as fits conversion into urban land) will have to be looked into by the Govt. The private builders have also indicated the specific views in respect of the following:

- i) Responsibility for external development.
- ii) Criteria for selection of private developers/builders.
- iii) Targets for completion of project and penalty.
- iv) Mode of payment.
- v) Securities/guarantee.
- vi) Joint Venture.

The details of the view point of private developers are annexed. Refer Annexure.III

6. Basically there are 3 alternatives for land assembly i.e.

- A. Total land assembly by the Government;
- B. Partly Govt, partly Pvt.
- C. Fully Pvt.

Within the three alternatives of land assembly, there are different models of urban land development practiced in different states/cities in India. A comparative study of models practiced in Haryana, Gujrat, U.P. and Delhi are given in Annexure IV

7. Important aspects of each of these models is as under:

Haryana :

- (1) The total investment in the scheme is from private sector.
- (2) Creates sharp rise in land prices; thus part of the land assembly by Govt. and partly by private sector is difficult; the scheme is highly speculation oriented.

Gujrat :

- (1) Major benefits accrue to the original owners of land.
- (2) Very slow schemes; the process of approval takes long years (3 to 4 years).

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Delhi :

(1) In the schemes the maximum social benefits accrue to E.W.S. and L.I.G.

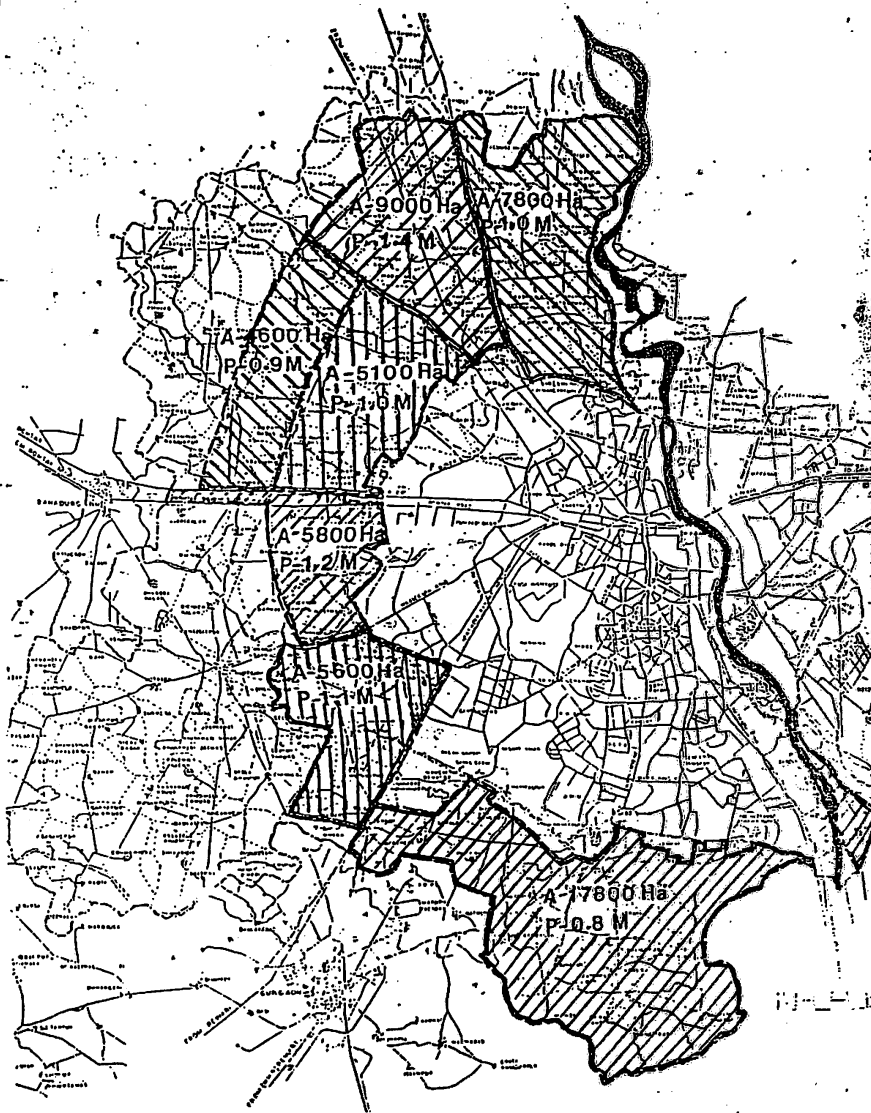
(2) Major investment are to be by the Govt. and are of very high order.

8. Based on the discussions held in the earlier meetings and experiences available in the field a model suited to Delhi is proposed as under:

(A) The new developments in the urban extension to be in the form of reasonably self contained one million sub-cities each of the area of about 5000 ha (large area in case of low density). The sub-city to be an entity in the National Capital Territory of Delhi to be ultimately a separate municipal zone. During the period of development, a sub-city Project Development Cell a reasonably independent separate project in the D.D.A. to deal with all aspects of land and development. The infrastructure to be procured at bulk level for the sub-city from the state level body dealing with the same. In the urban extension there would be 5-6 such sub-cities (Refer Map).

This idea is being proposed to decentralise the development and distribution activity which presently, because of the centralisation is creating its own problems and this view has been in some form being accepted in the reconstitution of Delhi set-up.

SUB CITIES - DELHI 2001



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(B) The functional distribution of planning, land acquisition, trunk infrastructure development, peripheral infrastructure development, construction, monitoring and co-ordination work and disposal would be as under:

- | | |
|--|--|
| 1. Overall city planning, strategies, Planning, co-ordination and monitoring | Planning Department
Delhi Development Authority. |
| 2. Sub-City Planning & Co-ordination & Monitoring | Sub-City development Projects
Cells, Delhi Development Authority |
| 3. Sector Planning & development | Major Part. (Pvt. developer)
part (DDA) |
| 4. Trunk infrastructure | Trunk Infrastructure Agency |
| 5. Peripheral | Major part (Pvt. Developer)
Small Part (DDA). |
| 6. Construction | Mainly Pvt. |
| 7. Disposal of land/spaces | Major Part (Pvt. Developer)
Small part (DDA) |
| 8. Investment | Initial 225 Crores
(Govt. - D.D.A.)
Subsequent all by Jt. Stock Co.
Put individuals and families. |

(C) The development to be Self Financing and continuous process with initial capital of 225 crores from the land available in Dwarka.

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(b) Development Process :-

In the development process the sub-city is divided to 60 sectors, each sector of 84 ha, each quarter sub-city with 15 sectors. The 15 sectors in a quarter sub-city are divided as under:

1. Residential 9
2. Community level composite sector 3
3. City level sector 3

City level 3 quarter sections together for the sub-city make 12 sectors to be utilised as under:

1. Utility Sector 2
- Commercial 1½
- Public & Semi Public 4
- Recreational 4½

(E) 1/4 sub-city is unit for (a) acquisition process and (b) for peripheral development by the DDN Sector is a unit for development by the private developer/JT Stock Co.

(F) For each sector, cost of land procurement and development and its disposal is as under (in crores)

	Cost	Services & reinvestment	Total (disposal)
(i) Land Assembly	15	10	25
(2) Trunk Infras-structure			
(3) Peripheral Services I	22	8	30
(4) Peripheral services II	25	10	35
Total	62	23	85

* To be paid to TIA separately by the developer.

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(G) In case of a sector taken up by the Private developer the activities and cash flow shall be as under:

Year	Activity	Recovery	Payment	Develop- ment Expenditure	Balance
	1. Land acquisition + Peripheral roads + license.		25 crores (CDA)	-	-25
	2. Trunk Development * 40 by TIA Peripheral Development I SCDA Peripheral Development II Private Developer	30 (20 TIA *) (10 DDA)		10	- 25
	3. Trunk Development by * 40 TIA Peripheral Dev- elopment I SCDA Peripheral Develop- ment II by Pvt. Developers.	30 (20 DDA *) (10 TIA) *		10	- 25
	4. Peripheral Development 40			5	+ 10
		120	85	25	+ 10

A X 9 Quarter city.

H. The composite community sectors have the following divisions

P & S.P. Facilities	40 percent
Recreation	40 percent
Circulation	10 percent
Commercial	10 percent

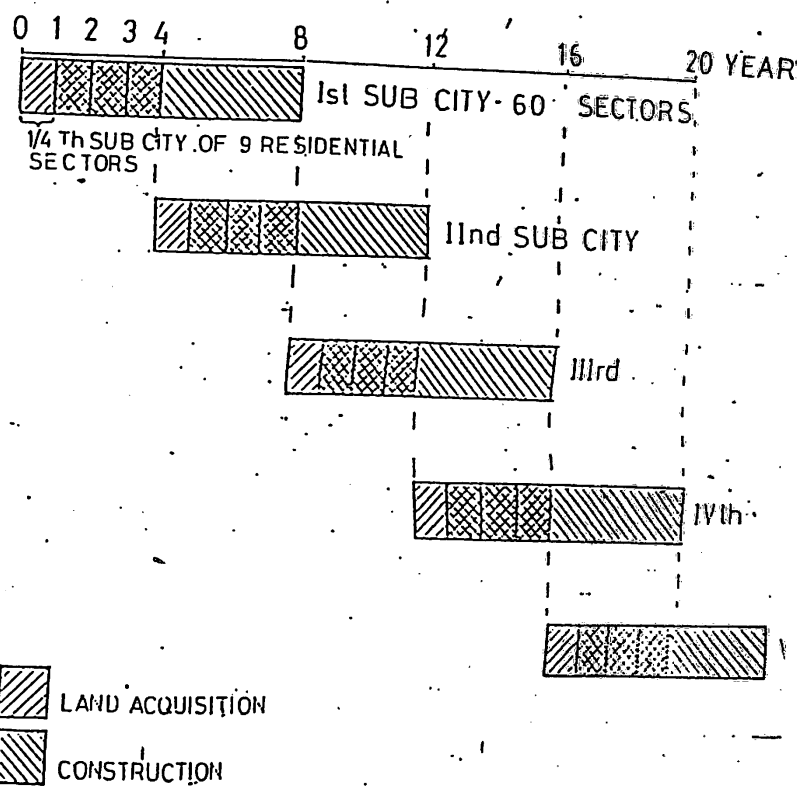
These are to be self financing.

* Payment to TIA will be made by developer separately. Indicated only to show the total investment incurred by the developer/Govt.

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I. The city level 12 sectors are Self Financing within themselves.

J. Development process of sub-cities.



K. For the purpose of inviability and competitive 1/2 sector unit are similar lines could be given to a Jt. Stock Companies. In this case that total cost of development would be about 42.5 crores and direct investment of the Jt. Stock Company would be 12.5 crores.

L. As part of the development process to act as catalyst it would be compulsory for the Jt. Stock Company itself or its subsidiary to provide at least 10% of housing constructed.

CONDITIONS FOR PRIVATE DEVELOPERS

1. AREA BREAK UP OF THE SECTOR WOULD BE APPROXIMATELY AS UNDER

(a) NET RESIDENTIAL	50 HA	
(b) COMMERCIAL	1.6 HA	3x III
(c) P & S, P. FACILITIES	10.0 HA	x II
(d) PARK & UTILITIES	16.0 HA	
(e) CIRCULATION	22.4 HA	

2. BREAK UP OF NET RESIDENTIAL WOULD BE AS UNDER

* (a) EWS & LIG + MIG HOUSING	12.5 HA	0.7x 10.5, 0.7, 0.8)	III
* (b) CO-OPERATIVE HOUSING	20.0 HA	x I	
* (c) SLUM RESETTLEMENT	10.0 HA	0.4x III	
* (d) INSTITUTIONAL HOUSING	2.5 HA	x III	
* (e) FREE MARKET HOUSING/ PLOTS	5.0 HA	2x II	

(ALTERNATIVE PLOTS TO BE SEPERATELY WORKED OUT AND ADJUSTED IN THE SCHEME)

3. 50% OF THE P.S.P. TO BE PROVIDED TO THE .D.D.A. ON PREDETERMINED PRICE AND REMAINING 50% AVAILABLE TO THE DEVELOPER FOR FREE SALE.

4. AVERAGE RATE 'x' IS EQUAL TO RS.-1940 PER SQUARE METER. PRICES FOR THE AREAS MARKED WITH ASTERISK ARE FIXED IN THE AGREEMENT.

5. (a). THE LAND WOULD BE GIVEN ON LICENSE FEE BY DEPOSTING RS. 25 CRORES(1.6 TIMES THE COST OF LAND ASSEMBLY OR THE TOTAL COST OF PERIPHERAL II DEVELOPMENT, WHICHEVER IS MORE.

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(b) THIS COULD BE ON THE BASIS OF HIGHEST BID/ TENDER BUT IN NO CASE TO BE LESS THAN (a)

6. AT THE END OF 3 YEARS THE DEVELOPMENT SHOULD BE COMPLETED AND AT LEAST 80% OF LAND/SPACES SHOULD BE DISPOSED OFF.

7. THE DEVELOPER WOULD MAKE FURTHER PAYMENTS AS UNDER. AT THE END OF :

INITIAL	25 CRORES (LICENCE FEE & AS CAUTION MONEY)
1 YEAR	30 CRORES (20 CRORES FOR TDA)* (10 CRORES FOR DDA)
2 YEAR	30 CRORES (10 CRORES TO TDA)* (20 CRORES TO DDA)

8. IN THE FIRST TWO YEARS AFTER LAND ALLOTMENT THE PRIVATE DEVELOPER SHALL PAY TO DDA 30 CRORES EACH YEAR.

9. MORE THAN 90 PERCENT OF THE SECTOR. SHOULD BE CONSTRUCTED WITHIN 7 YEARS FROM THE DATE OF AGREEMENT. THIS CLAUSE WOULD PROVIDE GUIDANCE FOR SUB-AGREEMENT.

* Payment to TIA for trunk services will be made separately by the developer. Shown only to indicate the total investment/cost of development.

11. THE SITE SHALL BE HANDLED OVER TO THE CONCERNED AGENCIES. SOON AFTER 80% OF THE CONSTRUCTION IS COMPLETE FOR MAINTENANCE. TILL SUCH TIME THE MAINTENANCE WOULD BE THE RESPONSIBILITY OF THE PRIVATE DEVELOPER.
12. IN CASE THE DEVELOPER LEAVES THE DEVELOPMENT THE LICENSE FEE WHICH SHALL BE CONSIDERED AS CAUTION MONEY WOULD BE FORFEITED AND THE DDA WOULD CARRY OUT THE DEVELOPMENT ITSELF.

NOTE: ALL COSTS ARE 1992 BASE YEAR; ACTUAL WORKING SHALL TAKE INTO CONSIDERATION, RISING PRICE INDEX AND INTEREST CHARGES.

9. OBSERVATIONS OF CHIEF LEGAL ADVISER ON THE ABOVE PROPOSAL.

The Chief Legal Adviser, DDA has examined the proposal of involvement of private developers in land development in terms of the following:

- a) Modifications required in the act and Mazul rules to implement the urban land policy, proposed to be modified.
- b) Observations on the conditions of contract as highlighted above.

The legal opinion expressed, suggests that amendments would have to be made in specific sections of Delhi Development Act. Certain exemptions under Section 20 of Urban Land (Ceiling & Regulation) Act, 1976 and changes/modifications in the policy proposed for disposal of properties land etc. would have to be made. The views of CLA in details are annexed. Refer Annexure V.

10. INVOLVEMENT IN NET RESIDENTIAL AND
COMMERCIAL AREA:

It is also possible to involve the private developers /builders in development/construction of district centre, community centre, net group housing pockets etc. Details of the same could be worked out subsequently.

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HIGHLIGHTS OF THE ABOVE PROPOSALS ARE:

1. WORKING RESPONSIBILITY IS DIVIDED BETWEEN DDA, INFRASTRUCTURE AGENCIES AND PRIVATE DEVELOPERS PLUS CO-OPERATIVES AND INDIVIDUALS.
2. THE SUB-CITY IS DIVIDED INTO 6% SECTORS AND 4 DIVISIONS. OUT OF 6% SECTORS, 36 SECTORS (9 SECTORS, IN EACH DIVISION) TO BE DEVELOPED BY THE PRIVATE DEVELOPERS: 12 COMPOSITE SECTORS AT COMMUNITY LEVEL AND 12 CITY LEVEL SECTORS TO BE SELF FINANCING WITHIN THEMSELVES.
3. THE INITIAL CAPITAL OF 225 CRORES IS USED TO PROVIDE 9 SECTORS TO THE PRIVATE DEVELOPERS ON PAYMENT OF 25 CRORES AS LICENSE FEE, WHICH IS EQUAL TO THE COST OF LAND ACQUISITION + SERVICES + REINVESTMENT IN THE DEVELOPMENT PROCESS. IMMEDIATELY THAT MONEY IS AVAILABLE ACQUIRE ANOTHER LAND FOR 9 SECTORS, THUS THE CYCLE STARTS FUNCTIONING.
4. THE PRIVATE DEVELOPER DOES THE DEVELOPMENT AND DISPOSAL CONCURRENTLY SO HE IS ABLE TO MAINTAIN THE CASH FLOW AND PROVIDES FINANCE TO THE TIA, DDA.
5. (A) THE COST OF LAND ASSEMBLY AND DEVELOPMENT OF ONE SUB-CITY IS 4500 CRORES, WHICH IS DIVIDED AS UNDER:

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PRIVATE RESPONSIBILITY

(i)	LAND ASSEMBLY	750 CRORES	CDA(DDA)
(ii)	TRUNK SERVICES/ ARTERIAL ROADS	1000 CRORES	TIA
(iii)	PERIPHERAL SERVICES-I	1250 CRORES	DDA
(iv)	PERIPHERAL SERVICES -II	1500 CRORES	DDA

(B) IN PRINCIPLE, COST OF LAND PROCUREMENT AND DEVELOPMENT FOR A SECTOR AND ITS CASH FLOW IS AS UNDER:

		SERVICE+REINVEST- MENT	TOTAL
(i)	LAND ASSEMBLY	15 CRORES	10
(ii)	TRUNK INFRA- structure	22 CRORES	8
(iii)	PERIPHERAL SERVICES-I	22 CRORES	8
(iv)	PERIPHERAL SERVICES-II	25 CRORES	10
		84 CRORES	36
			120

6. IN THE WHOLE PROCESS, THE MOST CRUCIAL POINT IS LAND ACQUISITION AND DEVELOPMENT OF PERIPHERAL ROADS: THE EFFICIENCY(IN TERMS OF TIME) IN THIS PROCESS WOULD DETERMINE THE SPEED OF THE CYCLE.

7. IN CASE OF COMPOSITE COMMUNITY SECTORS, AND THE CITY LEVEL SECTORS THE LAND ACQUISITION PRICE IS ALREADY PAID BY THE PRIVATE DEVELOPERS AS PART OF LICENSE FEE. THE COMPOSITE SECTOR AND CITY LEVEL SECTORS HAVE 10 PERCENT COMMERCIAL DEVELOPMENT. THIS WOULD MAKE THESE SECTORS SELF FINANCING.

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8. THE PAPER IN THE DRAFT FORM WAS DISCUSSED WITH THE LT. GOVERNOR, DELHI AND LATER ON WITH CHAIRMAN, HDFC AND MEMBER, DDA IT WAS GENERALLY FELT THAT IT WOULD BE APPROPRIATE THAT IN PLACE OF PRIVATE BUILDERS LAND IS PROVIDED TO THE JOINT STOCK COMPANIES FOR THE PURPOSE OF DEVELOPMENT. THIS COULD BE AT THE SECTOR LEVEL (80 TO 100 HA.) AND ALSO AT THE QUARTER CITY I.E. 1250 HA. THE JOINT STOCK COMPANIES COULD FURTHER INVOLVE PRIVATE DEVELOPERS FOR VARIOUS COMPONENTS OF DEVELOPMENT.

THE PAPER WAS ALSO DISCUSSED WITH CHIEF GENERAL MANAGER, NATIONAL HOUSING BANK. HE MADE THE FOLLOWING IMPORTANT SUGGESTIONS: (I) IT WOULD BE DESIREABLE TO GIVE HALF SECTOR TO THE JT. STOCK COMPANY WITH A TOTAL COST OF ABOUT 42 CRORES AND DIRECT INVESTMENT OF 12.5 CRORES (II) ALONGWITH DEVELOPMENT OF SECTOR/SUB-SECTOR: THE JT. STOCK COMPANY SHOULD ALSO BE ASKED TO CONSTRUCT ABOUT 10% OF THE TOTAL CONSTRUCTION WORK (III) A PROFIT OF 10 TO 15% RETURN ON INVESTMENT WILL BE ATTRACTIVE TO THE BUILDERS.

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ANNEXURE II

A BACKGROUND NOTE ON THE INVOLVEMENT OF PRIVATE DEVELOPERS IN THE DEVELOPMENT PROGRAMMES OF DDA

BACKGROUND

Upto 1950's most of development/construction was in the hands of private colonisers except colonies developed by Ministry of Rehabilitation and Delhi Improvement Trust.

2. During the last three decades of its existence, DDA has acquired about 50,000 acres of land which has been utilised for various sectoral purposes as follows :

a) Residential	: 18487.58 Acres
b) Industrial	: 2555.37 "
c) Horticulture	: 7289.31 "
d) Slum & JJ	: 5790.35 "
e) Commercial, Institutional Govt., Semi-Govt. Private Agencies	: 9774.04 "
f) Coop. Society (GHBS)	: 4805.62 "
g) Balance including land under development	: 9312.95 "
<hr/>	
58023.64 Acres	

3.1 Towards meeting the housing requirement of the growing population of metropolis, DDA has developed, directly or indirectly 9,43,000 residential urban spaces as per details given below :

i) Group Housing (DDA) 1962-1992	: 2,15,000
ii) 518 Group Housing Cooperatives	: 73,000
iii) <u>Plotted developments</u>	
a) Resettlement colonies	: 2,16,041
b) Resi. plots under MIG/LIG	: 20,735
c) Alternative allotment to persons whose land was acquired	: 5,180
Auctioned plots	: 29,884
Rohini Resdl. Scheme	: 35,436
Coop. House Bldg. Societies (126)	: 30,557
<hr/>	
3,37,843	
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@ 2 DUs on each	6,75,686
Total of (i), (ii) & (iii)	9,63,843 (approx)

3.2 Out of 9.63 lakh of DU's DDA flats constitute only one-fourth the remaining having been built by Cooperatives or private individuals to whom residential plots was allotted.

4. The Housing shortage in 1990 was estimated as 4.5 lacs dwelling units which is expected to go up to 8.25 lacs dwelling units by the end of 1995. DDA has outstanding list of registrants as follows :

a) Registrants with DDA as on 31.3.92	: 62,000
b) Registrants of Rohini Res. scheme	: 40,000
c) SC/ST Registrants of Ambedkar Avas Yojna	: 20,000
	<u>1,22,000</u>

5. The scheme of large scale acquisition, development and disposal of land, 1961 stipulates that DDA will be the sole agency for urban extension in Delhi with private investment in house construction being encouraged through allotment of bulk land to Cooperative societies. However, the proliferation of sub-standard unauthorised urban colonies on privately owned agricultural lands, on the one hand, and the mushroom growth of squatter settlements on public property, on the other, which together provide shelter for about one-third of the population of Delhi today, have made it imperative to search for alternative models of rapid urban development in which a larger role could be assigned to the private sector than at present. These models have to be carefully examined in the light of basic objectives of the scheme of large scale acquisition, development and disposal of land in Delhi, Navul Rules, D.D. Act and the provision of the Master Plan.

PROS AND CONS OF INVOLVEMENT OF PRIVATE DEVELOPERS

Pros:

- Competition to public authorities in the matter of city development.
- Availability of greater resources for accelerated development.
- Check on unauthorised construction/encroachments by rapid turn over of vacant land.
- Simultaneous development of commercial centres, enabling effective check of misuse of residential premises.

- e) Provision of variety of designs and building materials, expected improvement in quality and hence better customer satisfaction.
- f) Possible augmentation of DDA's earning as a share from private developers for its contribution of planning, urban design and development controls.
- g) Better planned development by concentrating resources of DDA towards planning and development control process.

CONS :

- a) The needs of economically weaker sections via LIG and MIG may not be fully met within their affordability limits.
- b) Private developers may find it difficult to coordinate trunk services within MCD, DESU and Delhi Administration.
- c) They may speculate and prolong the development process.
- d) The availability of requisite finances and technical manpower of private developers.
- e) They may collect public savings on promised attractive terms but later misuse the same bringing some liability upon DDA.
- f) They may not adhere to the development control norms with regard to green area, building bye-laws which may not be always possible for DDA to enforce for want of staff.

LEGAL CONSIDERATIONS:

7. In Haryana through the enabling legislation viz. Haryana Development Act, 1977 and the Haryana Development & Regulations of Urban Area Act, 1975 and Rules made thereunder, the Director, Town & Country Planning Organisation, can issue permission to any owner of land to develop housing colonies under the licence granted by him. Under Haryana pattern of township development, estate developers recover their cost and permissible profit of 15% from the sale of commercial and housing site. The Haryana Legislation also provides for mandatory imprisonment and fine for violation of provisions of the legislation and on the licence for development, transfer of land meant for public utilities at cost to Govt.

8. Madras Metropolitan Development Authority (MMDA) has promoted the scheme of "Guided Urban Development" (GUD) whereby land owners authorise developers through power of attorney to implement the scheme. The private developers on behalf of group of land owners prepare the scheme as per guidelines prescribed. The MMDA

provides essential infrastructure and may also partly fund the on site infrastructure. The lower income plots are purchased from developers by MMDA while the developers could dispose of the rest at the prices fixed by MMDA.

9. Section 21(2) of DD Act provides that DDA cannot dispose of any undeveloped land without first offering/selling to the persons from whom it was acquired. To facilitate association of private builders/developers, it may be necessary to delete sub-section 2 of section 21 of the D.D. Act and to further simplify that section by incorporating licensing of undeveloped land on prescribed terms and conditions to developers of land.

10. It is felt that land development by private developers may pose certain practical difficulties. Firstly, it may lead to enormous appreciation in the land value in Delhi which may be beyond the means of public agencies like DDA if they are to compete with the developers in the purchase of scarce land in Delhi. Secondly, it may not always be possible for private developers to purchase continuous large tracts of land in Delhi and lastly the integrated planning for trunk services, transportation network and other public facilities may lose the flexibility if DDA loses monopoly over land acquisition.

MODALITIES FOR INVOLVEMENT OF PRIVATE DEVELOPERS

11. Several proposals have been received from private developers from time to time regarding their involvement in the development process. These could be grouped under the following categories

1) Limited involvement

The private developers may be permitted to develop housing projects on assembled land with medium size plots of 0.4 hect. to 4 hect. on group housing basis within the urban limits. These plots could be disposed of on lease basis through auctions. The internal development and construction of dwelling units thereupon will be by the private developers while the civic services would be provided by official agencies and peripheral development by DDA on the analogy of group housing societies.

ii) Large scale Involvement

Large scale involvement could be on the Maryana pattern, as mentioned above where large tracts of land outside the urban limits are licenced out to developers in chunks of 50 to 100 acres or some other suitable size. Internal and peripheral development will be done by the developers and they will have to pay proportionate share for the trunk services. Various steps involved in this pattern can be described as follows :

- a) The piece of raw land will first be identified for such development and construction of dwelling units for licencing out for development to private developers.
- b) The private developer would draw a comprehensive scheme for development of the pocket entrusted as well as the construction of dwelling units therein.
- c) The private developers shall, through the project report, bring out the estimates of costs in respect of the above work, with adequate details for scrutiny and acceptance by DDA.
- d) The private developers shall be responsible for arrange to get the plans approved/cleared by the MCD/DESU in respect of the internal water supply, power supply, sewer lines etc..
- e) The DDA will clear the project report of the developers from the Master Plan, architectural, layout, technical and financial angles taking into account the land use, type of structure proposed, details of internal, peripheral and trunk infrastructure as well as impact on circulation and environment.
- f) The estimates of costs that the Developer will have to pay to DDA/other agencies as well as the phasing of the investment towards the peripheral development of the pocket, shall be intimated.

- g) The private promoter shall, while planning for the number of dwelling units in the land earmarked, follow the prescribed pattern of the number of dwelling units of EWS, LIG and MIG.
- h) The developer shall provide for and construct the required number of shopping units within the plot as per approved layout.
- i) The promoter shall be required to hand over to the DDA the EWS, LIG, MIG dwelling units, institutional plots, as well as the shopping units, at the cost determined in advance, which shall not be subject to any escalations whatsoever. These units shall be allotted by the DDA to the Registrants, as per the established policy.
- j) The dwelling units falling in his share, could be disposed of by the promoter as per his own choice subject to payment of land cost thereof to DDA, building into the cost any subsidy needed in respect of the EWS, LIG, MIG. However, the total profit margin to be provided is expected not to be in excess of 20% gross, on the project as a whole.
- k) The promoter shall be responsible for development of the parks and other horticultural areas in his allotted pockets as per the norms, without any cost reimbursement.
- l) The promoter shall be responsible for maintenance of all services till he hands over the same to concerned local authority and shall also be responsible for meeting the liability on account of any deficiency charges that might arise in this respect.
- m) The promoter shall be liable to pay proportionate cost towards the peripheral and trunk infrastructure such as roads, water, sewer lines, drains, horticulture, parks playgrounds and open spaces, public and semi public facilities in the neighbourhood, beautification of the entire zone etc. to the DDA and/or to the concerned local authority. The particulars of this would be intimated to him while clearing the project report.

- n) The developer shall complete all the development and construction works within the prescribed time.
- o) The developer shall submit a bank guarantee equal to 25% of the value of the project.
- p) The developer shall submit a list of his allottees to the DDA as and when registered by him giving full details of the amount received and commitment of instalments by the allottee.

iii) Self-development by owners of large tracts

12. The other involvement on the line of NHB guidelines, where it is proposed to be developed as a group housing project on the basis of predetermined cost of construction fixed design and allocation of 80% of the flat to the registrants of DDA.

iv) Development of commercial centres by developers

13. The suggestions for development of District Centres that has come from the private sector is the constitution of a joint sector company on the lines of commercial company with powers to raise capital from share holders, as well as to enter into joint venture with developers for construction of specific properties. The joint sector company could enter into contracts whereby developers hand over a part of built up space e.g. varying from 30 to 70% depending on the fluctuation of land prices. The joint sector company could also in turn lease out the built up space to the share holders on short or long terms tenancy and function in the manner of a landlord.

14. These another similar proposals were considered and it is felt that participation of private builders/developers in the development of district centres can be considered on the following lines:

- i) Entire paper planning would be done and got approved by DDA.
- ii) A bank guarantee equivalent to the amount of 10% of the cost of the project would be given by the party.

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- ii) A bank guarantee equivalent to the amount of 10% of the cost of the project would be given by the party.

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- iii) Entire development including laying of all peripheral and internal services, construction of basement and building would be done by the party with their funds.
 - iv) Entire construction would be done by the party by their funds as per detailed plans to be submitted by DDA except the plots to be auctioned or to be allotted to various institutions.
 - v) Developed areas and built up urban spaces would be shared between the party and DDA as per mutual agreement.
 - vi) Developed areas/built up urban spaces would be auctioned/ allotted by DDA and the party on uniform policy, terms and conditions.
 - vii) Leases /sub-leases would be executed by DDA with the intended purchasers/buyers.
 - viii) Maintenance of the Complex during the period of development and construction would be done by the party to the entire satisfaction of DDA.
 - ix) Developed and constructed urban spaces would be handed over to MCD for maintenance purposes would be paid by the party to the local body.

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ANNEXURE III

BRIEF OUTLINE OF THE PROPOSAL RECEIVED
FROM RAJDHANI ESTATE PROMOTERS AND
BUILDERS ASSOCIATION

1. General

The private Developers/Builders of Delhi have been representing to the Government for over a decade for the association of private agencies in solving housing shortage in Delhi and several proposals are pending with Government/D.D.A. The Government has since realised the need for drawing upon the help of the private sector for increasing the housing stock and development of commercial areas and some moves in this regard are afoot.

In the meeting convened by the D.D.A. on 31-1-1992 the Vice-Chairman welcomed the participation of private sector in this venture and a Task Force was set up to work out the modalities for the specific areas of collaboration with private Developers/Builders.

The first meeting of the Task Force was held on 28.3.1992. After considering various aspects, the private Developers/Builders were requested to prepare a proposal for their association in the matter of their collaboration with D.D.A. in the aforesaid areas.

The main issues involved are as follows:

2 Land- Allotment and use:

The Government would have to allot/acquire the land for the development by private Developers/Builders. However, the cost of acquisition, if incurred, plus a reasonable overhead plus interest, say upto 5 % of the cost of land would be borne by the private Developers/Builders. In any case, clearance under the Urban Land (Ceiling & Regulations) Act, 1976, and Agricultural Ceilings (and its conversion into urban land) will be that of the Government.

In case where private Developers/Builders are in a position to assemble the land themselves or use the land otherwise available with them, development and construction should be permitted in conformity with the Zonal/Master Plan. However, if any small pocket is left out for any reason, the Government should help in acquiring the same for the sake of continuity of development, under its authority.

Where the owner has won the Court case in Land Acquisition proceedings, D.D.A. should not initiate fresh acquisition so that Developers/Builders are able to negotiate the purchase. In case of prolonged land litigation, D.D.A. may consider withdrawing the case so that Developers/Builders have an opportunity to settle the purchase price of land with the owner 'out of court'.

As regards the size of the land for development, 100 acres is considered to be a reasonable size for economic development and construction of houses with

essential infrastructure and common facilities such as education, health, recreation, etc. Where it is possible to have concentrated development, the size could be reduced to say 75 acres or even 50 acres or so. In already urbanised areas, small plots of even 5 to 10 acres could be considered for group housing construction.

As regards the exact use of land, the same will depend on the size of the land made available and the Master Plan/Zonal requirements laid down and as such the same could be mutually decided before the agreement is entered into between the Government/DDA and the private Developer/Builder, including disposal of common facilities.

As a first priority, the private Developers/Builders should concentrate to meet the housing shortage. As it is, in the proposed land area of 50-100 acres, minimum 80% of the concentration (based on approved standards of development) shall be for housing and only the balance for other facilities and public buildings with the objective of optimising the available land and increasing the housing stock.

The preparation of detailed plans within the overall Master Plan/guidelines laid by the DDA will be the responsibility of private Developers/Builders. However, timely approval, if needed in certain areas will be the responsibility of the DDA.

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The preparation of detailed plans within the overall Master Plan/guidelines laid by the DDA will be the responsibility of private Developers/Builders. However, timely approval, if needed in certain areas will be the responsibility of the DDA.

3 External Development

All the external development, external to the area to be developed, as also peripheral services to the area of development, will have to be carried out by the Govt/loc bodies under their authority and control and for the sake of convenience and effective coordination for the service to be provided under different Departments such as MCD, DESU etc. The private Developers/Builders will be prepared to meet the proportionate charges on the basis of HDA Regulations Act, 1975.

The D.D.A. will enter into an agreement with Developers/Builders to ensure that the works relating to external development and peripheral services are completed within a specified period to match with the total development of the project.

4 Internal Development:

The internal development inside the land to be developed will be the entire responsibility of the private Developers/Builders at their cost.

5 Criteria for selection of private Developers/Builders

In order to ensure competition amongst close equals, a criteria for selection of private Developers/Builders has been drawn. This is enclosed at Annexure 'A'. A panel of Developers/Builders could be considered for allotment of land after acquisition by Govt/DDA for development/construct of houses. The allotment could be considered on the basis of competitive tenders amongst them. For a specific plot of land the number of competitors may not exceed 6 in number.

6. Quality Control and Maintenance Responsibility

The quality control for the development and construction will be entirely that of the Developer/Builder for the work entrusted to him, as the proposal does not contemplate detailed supervision from the side of the D.D.A. The Developer/Builder will be prepared to accept the entire responsibility for the quality of work executed by him which has, in the ultimate analysis, to be to a reasonable satisfaction of the user.

As a normal rule, the maintenance period would be limited to either one year after the completion of the project or six months after the handing over of part of the project to the user, whichever is earlier.

7. Period of completion of Project and penalty leviable:

depending on the project

The period of completion will depend on the total area to be developed, the cost of the project and the feasibility of construction. Generally, the average period of construction would be 3/5 years / after the final clearances from all the concerned authorities subject to further extension of time for reasons beyond the control of Developer/Builder, if required. The extent of penalty, if any, would depend on the total shortfall in completion in terms of volume and costs as also the extent and volume of work already achieved. In any case, penalty has to be linked up with the balance of the project remaining incomplete and limited to 10% of the costs thereof in the form of liquidated damages only.

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8 Mode of Payment:

As the responsibility of the D.D.A. will be for acquisition/allotment of land, cost of which would have to be ultimately borne by the private Developer/Builder/User and as the payments involved are substantial, the Developer/Builder would have to be given an option for phased payment which should be related to development of land and construction thereon.

Payment schedule can be decided jointly by D.D.A./Developer/Builder, before entering into final agreement.

The Developer/Builder will, however, be prepared to pay 10 % of the cost of land earmarked for his share and furnish a Bank Guarantee for the remaining 90 % of the cost, at the time of signing of Agreement.

As regards payments against work done, a detailed mechanism could be worked out in a way that the Developer/Builder does not have to invest more than 15 % of the cost at any stage minus the cost of land.

9 Securities/Performance Guarantee:

The entire responsibility of the development/construction within the land area taken over by the Developer/Builder is that of the Developer/Builder. However, the Developers/Builders may be asked to give security in the form of Bank Guarantee till completion and a maximum of 12 months maintenance period thereafter based on the slabs as below:

- (i) 3 % of the project cost of Rs.20 crores
- (ii) 2 % of the project cost of Rs.20 crores to Rs.50 crores.
- (iii) 1 % of the project cost of . above Rs.50 cror

10. Application of legislation

Various State Governments, particularly those in the vicinity of Delhi, have already involved private Developers/Builders in boosting their housing stock. One of the acceptable pattern could be that of Haryana Government under Haryana Urban Development and Regulation Act, 1975.

11. Role of Government/Public Agency

Under this scheme the role of the Government would be generally that of a facilitator, co-ordinator and overall controller. It will, however, mean non-interference into detailed working of the Developer/Builder. The private Developer/Builders should be given freedom to function based on the general guidelines mutually agreed upon without having to go to either multiplicity of agencies for approvals/sanctions for the implementation or for day-to-day supervision from the authorities. Thus, at the most, the Government could play the role of overall monitoring of the Scheme and control of projects entrusted to the private Developers/Builders, with a view to pull them up in case they tend to be slack in their overall performance.

12. Allotment of Houses

Allotment of houses/flats could be done on the basis followed by HUDA:-

1. 15 % Special housing for E.M.S as provided under the HUDA norms/prices. Applications will be invited by the Developers/Builders.
2. 25 % for allotment to those who are already registered with the public agency/DUA. Houses will be made available to L.D.A. for allotment to its registrants on the prices as charged by D.U. As these houses /flats are being constructed for the D.U.A. for allocation to their registrants, on cash down or hire

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- purchase basis, the registration money paid by the registrants who shall be beneficiaries of the houses/flats being constructed for them on behalf of the D.D.A. shall be transferred to the Developer/Builder. The balance cost to be incurred by the Developer/Builder shall be paid by the D.D.A. in four instalments during the period of construction.
3. 60% will be left to be marketed by the Developers/Builders. The commercial component of the area will similarly be marketed by the Developers/Builders.

13 District/Commercial Centres:

After the priority housing needs are generally catered for, the next preference should be for District Centres development which could also be entrusted to the private Developers/Builders. In this case DDA will make the land available to private Developers/Builders for construction of the Centre on the land earmarked by them in line with zonal requirements. However, the plans will be drawn up by the Developers/Builders as per the general guidelines/norms of DDA. The allotment will again be based on the tenders and competitive bidding amongst select parties as for housing plots and will be developed by the Developers/Builders without undue interference in day-to-day work.

The mode of disposal after development could be decided by the joint venture companies which are proposed hereinafter, which would in any case represent the interests of both the Government and the Developer/Builder to also take into account the interest of the User.

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14 Joint Ventures:

Joint ventures could be established between the Government/Public Agency and private Developers/Builders on the lines of initiatives taken by some State Governments. A joint sector Corporation could be set up to follow one of the existing practices of setting up joint ventures with participation as follows:

Government	..	25 %
Promoters	..	25 %
Public subscription		49 %

In this case the Chairman could be from the Govt/ Public Sector and the Managing Director from the Private Sector with systems of working jointly evolved. In these schemes the D.D.A's contribution towards share capital could be in the form of land which it could make available for the joint venture project. The private sector will take the responsibility for raising the finances for development/construction and carry out the construction proper on the basis of systems jointly evolved, which could also include maintenance after the stipulated guarantee period of the Developer/Builder.

In the alternative, the question of entering into an ordinary collaboration arrangement could also be considered; it may be more expeditious in implementing the projects.

15 Slum Projects:

The development of the Slum projects could also be similarly supported by the private sector. However, DDA has yet to make available essential information so as to evolve a proposal for participation by private Developer/Builder in the area.

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COMPARATIVE ANALYSIS OF DIFFERENT MODELS

Delhi Model

- A. All land to be assembled through large scale public acquisition.
- B. All trunk infrastructure to be provided by the state (Delhi Administration and MCD and DESU).
- C. All peripheral infrastructure to be provided by the Govt. agency (DDA).
- D. Internal infrastructure mainly by Govt. agency but some by co-operatives.
- E. Construction by Govt. agency, co-operative, individuals and others.

Positive aspects :

- a) integrated planning
- b) socialisation of land
- c) all benefits of increasing land value accrue to the society (in theory).
- d) E.W. Section and low income groups are comparatively much better looked after.

Negative aspects :

- a) Unauthorised colonies.
- b) Squatting on Govt. land.
- c) Lacks competition.

Problems :

- a) Large financing needs by the development agency
- b) Difficult to meet high level of demand of trunk infrastructure.

Haryana Model

- A. Land to be assembled through private purchase in the scheme area.
- B. All trunk infrastructure to be provided by the state (Govt.) in due course.
- C. All peripheral infrastructure to be provided by the Pvt. colonisers.
- D. Internal infrastructure to be provided by the colonisers.
- E. Construction by Pvt. individuals and others.

Positive aspects :

- a) All financial investment by Pvt.
- b) Trunk services to be provided later in due course of time.
- c) competitive market for supply and quality.

Negative aspects :

- a) Sharp increase in the price of land for assembly/ acquisition.
- b) Most transactions speculative remaining vacant for a long time.
- c) The prices fixed for trunk infrastructure insufficient due to sharp increase in prices.
- d) Slow/small scale compared to Delhi.

Problem:

- a) sharp increase in the price of land for assembly
- b) very small percentage of EWS/low income group (10% catered for)
- c) only residential schemes suiting small towns.

3. Gujarat T.P. Scheme Model :

- A) All land is private to be assembled as per T.P. scheme.
- B) All trunk infrastructure to be provided by the State (Govt).
- C) All peripheral services to be provided by the Pvt. Colonisers.
- D) All internal services to be provided by the Pvt. Colonisers.
- E) Construction by Pvt., individuals, families and others.

Positive aspects :

- a) Major investment by Pvt. Sector.
- b) All the benefits to the owners of the lands.
- c) Govt. only regulator.

Negative aspects :

- a) In practice, infrastructure subsidised by 50 to 90 percent (World Bank Study).
- b) slow takes long time in schemes approval, needs sanction at 3 stages; poor land titles.

Problems:

Slow time consuming, needs unlimited patience.

A comparative summary of the models may be seen in the following table.

MODELS + DELHI MODEL.

MODEL CHARACTERISTICS:	HARYANA Model	LUCKNOW Model	GUJARAT T.P. SCHEMES.	DELHI Model
Form of Development	Integrated Township.	Integrated Township	Land readjustment	Integrated township
Units Produced	Mostly serviced plots	Half plots, half houses	Regularised land parcels	serviced plots dwelling spaces.
Enabling legislation	State Act.	State Govt.	State Act.	Administrative order (Policy).
Area coverage	State-wide	Lucknow city to date	State-wide.	N.C.T. Delhi
RESPONSIBILITIES:				
Land Assembly	Private developer	Private Public D.A.	Private developer or co-op	D.A. (Govt.)
Internal land servicing.	Private developer	Private developer	Private developer or co-op.	D.A. (Govt.)
External (off-elite servicing)	State D.A.	City D.A.	City corporation or D.A.	D.A. (Govt.)
Housing construction.	Plot owners	1/2 private developer, 1/2 plot owners.	Private developer & co-operatives.	Plot owners, D.A./Co-operatives.
Disposal/Marketing of units.	Developer w/ D.A. control	Developer & D.A.	Developer or co-operative	D.A. (Govt.) / Co-operative.

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ANNEXURE V
DELHI DEVELOPMENT AUTHORITY

SUB: DEVELOPMENT OF URBAN EXTENSION : DELHI- LEGAL ISSUES

Wide his letter No. Commr(Plg)/92/314 dated 24.11.92 Commr(Plg) has sought views of Law Department on the following:-

- (a) Modifications required in the Acts and Nazul Rules to implement the Urban Land Policy as modified.
- (b) Any observations on the conditions of contract as given in the Policy paper on page 10 to 12.

For further elaboration, the matter has been discussed on telephone on 26.11.92, with Shri J.C.Gambhir, Commr(Plg). According to him over-all city planning as well as sub-city planning shall be done by DDA whereas Sector Planning and Development shall be done only by the private developers. He has also informed that as per the draft policy, residential area meant for E.W.S./L.I.G. and M.I.G. houses, Co-operative Societies, Slum Resettlement and Institutional houses shall come back to DDA at pre-determined rates, after sectoral development by the private developer, whereas 10% of the net residential area will remain with the private developer for free market housing plots. He has also informed that entire commercial area as well as part of public and semi-public facilities area will be retained by private developer, whereas area meant for parks utilities and circulation will go to local body.

Section 21 of Delhi Development Act stipulates that the Authority may dispose of any land acquired by Central Government and transferred to it, without undertaking or carrying out any development or after undertaking or carrying out such development as it thinks fit. It further provides that where the Authority proposes to dispose of by sale any land without any development having been undertaken or carried out thereon, it shall offer the land in the first instance to the persons from it was acquired, if they desire to purchase it subject to such requirements as to its

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development and use as the Authority may think fit to impose.

As far as we have been able to understand, the proposed scheme does not provide for disposal by sale without any development. If the intention is to dispose of the land transferred to DDA by the Central Government, by sale, without any development having been undertaken or carried out thereon, that will require amendment of Delhi Development Act, in the form of deletion of the proviso to sub-section(2) of Section-21..

Section-22 of D.D.Act provides that Central Government may place, at the disposal of the Authority, all or any developed and undeveloped lands in Delhi vested in the Union (known as Nazul Land). It further provides that after development, such Nazul land shall be dealt with by the Authority in accordance with rules made and directions given by the Central Government in this behalf. D.D.A. (Disposal of developed Nazul Land). Rules-1981 do not envisage disposal of land in the manner suggested in the proposed scheme. Nazul Land Rules provide for allotment of land at pre-determined rates to specified categories, and allotment to institutions, at the rates determined by Govt. Other modes of disposal of land are by auction and tender. As per Rule -18, maximum size of the plot allotted to an individual for a residential purpose, shall be 104 square meters in the use of an individual belonging to the low income group, 167 sq.mts in case of an individual belonging to the middle income group and 500 sq.mtrs. in any other case. As per rule-17, except in case of allotment to individuals whose land has been acquired for planned development of Delhi, Nazul land for residential purpose can be allotted only to such an individuals who or whose wife or husband or any of his or her dependent children, whether minor or not, or any of his her dependent parents or dependent minor brothers or sisters, ordinarily residing with such individual do not own in full or in part, on lease-hold basis. Keeping in view all these provisions

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of DDA (Disposal of Nazul land) Rules 1981, implementation of the proposed scheme will require suitable amendments in these rules.

In view of the provisions of Urban Land (Ceiling and Regulation) Act, 1976, no-one can hold vacant land measuring more than 500 sq.mtrs., in Delhi. Therefore, implementation of the proposed scheme will require suitable amendment to Urban Land (Ceiling and Regulation) Act, 1976, unless the Government feels that in all such cases it will be possible for it to grant exemption under Section 20 of the said Act.

The proposal envisages development as well as partial disposal of land comprised in a sector, by private developer. Towards that objective, grant of licence is proposed to the developer without receiving full price of the land and cost of development by DDA. It is pointed out that if the land comprised in a sector is given to the private developer on licence basis, it will not be possible for him to directly sell/lease such land after development. No-one can pass title better than that he himself possesses. Therefore, the private developer cannot transfer title to the land, unless he himself possesses the title. In such circumstances, one way out is to transfer the land to the private developer after recovering the price from him. That would enable the private developer to dispose of such land as is earmarked for disposal by him. The land which is to come back to DDA for disposal can be transferred back by the private developer to DDA on requisite payment. The other option can be to grant licence to the private developer after recovering full price of the land and cost of the development by DDA. After completing development, private builder can place back at the disposal of DDA, such area, as is earmarked for disposal by DDA and can ask DDA to transfer nominees, the area earmarked for disposal by him. This way, stamp duty will not have to be paid more than once.

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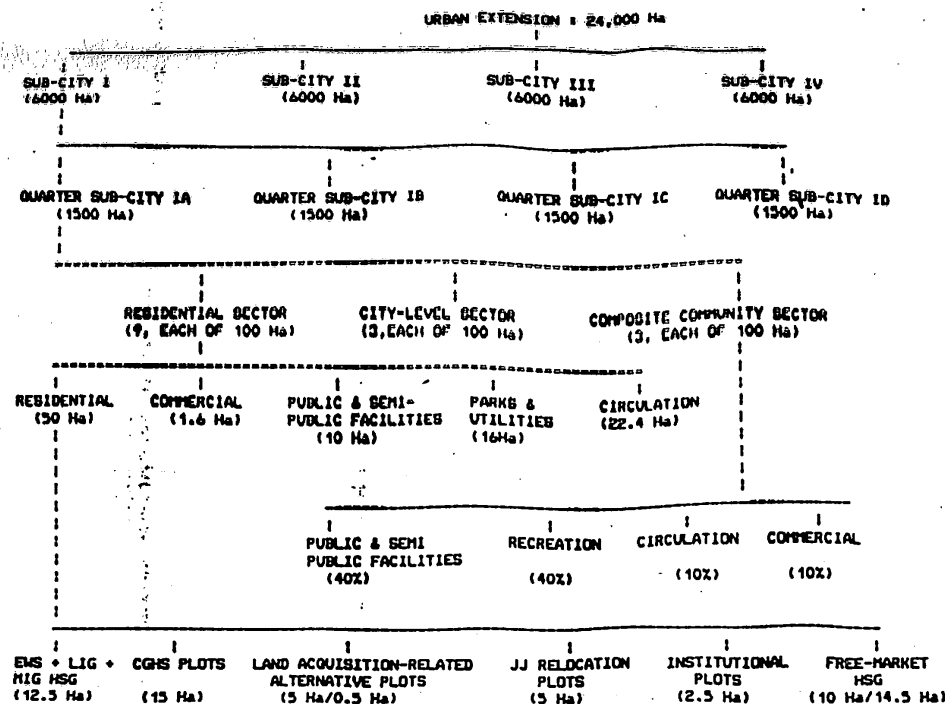
Commr(Plg) felt that no private developer will be in a position to pay the price of the land at one go. It has been our experience that many a times, when full price of the land has not been recovered, that has resulted into prolonged litigation causing avoidable blockage of the funds of D.D.A. If possession of the land is handed over to the private developer without recovering the entire price, there is a good possibility of the private developer dragging DDA into protracted litigation on some pretext or the other, in order to avoid payment as per agreement.

If however, the ultimate decision is to provide land to the private developer without recovering the entire price of the land at one go, it would be advisable to grant him licence for the purpose of development of land, after executing an agreement, with rights and obligations of the parties clearly defined in it. In that case, further payment of DDA should be linked to the progress of development.

After completion of development, the private developer can hand-over to DDA, the areas which are to be disposed of by DDA and can request DDA to transfer to the persons nominated by him, the areas earmarked for disposal by the private developer. DDA should not transfer the areas earmarked for disposal by him, unless and until the area earmarked for disposal by DDA has been fully developed and handed over to it in terms of the agreement. The private developer should not be allowed to part with possession of or utilise in any manner, any part, of the said area, without first honouring all his obligations under the agreement and paying all dues of DDA. If the private developer is allowed to book or otherwise entered into an agreement in respect of any part of the said area, that would result in third party interest being created in land and in the event of any dispute, it would become extremely difficult for DDA to re-gain possession of the land. Basically these are financial aspects which in our view should be carefully examined before the scheme is approved.

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DIAGRAM SHOWING URBAN EXTENSION STRUCTURAL HIERARCHY



COMPARISON OF PROPOSED MODELS FOR INVOLVEMENT OF PRIVATE DEVELOPERS
IN LAND ASSEMBLY, DEVELOPMENT & DISPOSAL

ITEM	MODEL D-I	MODEL D-II	MODEL E
LAND ASSEMBLY	BY DDA TO THE EXTENT OF 100% (TOTAL LAND ACQUISITION BY DDA)	BY PRIVATE DEVELOPER TO THE EXTENT OF AT LEAST 90% AND BY DDA UPTO 10% WHERE NECESSARY (SUPPLEMENTARY LAND ACQUISITION BY DDA).	BY DDA TO THE EXTENT OF REQUIREMENT FOR SUPRA-LAYOUT INFRASTRUCTURE, COMMON SERVICE AND FACILITIES SOCIAL HOUSING, CGHS PLOTS, ALTERNATIVE PLOTS, RELOCATION PLOTS & INSTITUTIONAL PLOTS AND 50% OF AREA UNDER PUBLIC AND SEMI-PUBLIC FACILITIES. REST BY PRIVATE DEVELOPER (SELECTIVE LAND ACQUISITION BY DDA).

COMPARISON OF PROPOSED MODELS FOR INVOLVEMENT OF PRIVATE DEVELOPERS
IN LAND ASSEMBLY, DEVELOPMENT & DISPOSAL

ITEM	MODEL D-I	MODEL D-II	MODEL E
II. DEVELOPMENT			
(1) PLANNING	BY DDA AT SUPRA-SECTORAL LEVELS AND PRIVATE DEVELOPER WITHIN THE SECTOR.	BY DDA AT SUPRA-SECTORAL LEVELS AND PRIVATE DEVELOPER WITHIN THE SECTOR.	BY DDA AT SUPRA-LAYOUT LEVELS AND PRIVATE DEVELOPER WITHIN THE LAYOUT.
(2) SUPRA-SECTORAL INFRA-STRUCTURE	BY DDA AT PRIVATE DEVELOPER'S COST.	BY DDA AT PRIVATE DEVELOPER'S COST.	BY DDA AT PRIVATE DEVELOPER'S COST.
(3) SECTORAL INFRA-STRUCTURE AND COMMON SERVICES AND FACILITIES (PSPF, PARKS AND UTILITIES AND CIRCULATION).	BY PRIVATE DEVELOPER	BY PRIVATE DEVELOPER	BY DDA.
(4) LAYOUT INFRASTRUCTURE AND COMMON SERVICES AND FACILITIES.	BY PRIVATE DEVELOPER	BY PRIVATE DEVELOPER	BY PRIVATE DEVELOPER/DDA
(5) SUPER-STRUCTURE (RESIDENTIAL AND COMMERCIAL)	BY PRIVATE DEVELOPER	BY PRIVATE DEVELOPER	BY PRIVATE DEVELOPER/DDA

COMPARISON OF PROPOSED MODELS FOR INVOLVEMENT OF PRIVATE DEVELOPERS
IN LAND ASSEMBLY, DEVELOPMENT & DISPOSAL

ITEM	MODEL D-I	MODEL D_II	MODEL E
III. DISPOSAL			
(1) RESIDENTIAL	PRIVATE DEVELOPER TO DISPOSE OF FREE-MARKET HOUSING AND HAND OVER SOCIAL HOUSING FLATS, CGHS PLOTS, ALTERNATIVE PLOTS, RELOCATION PLOTS AND INSTITUTIONAL PLOTS TO DDA OR ITS NOMINEE AT TENDERED PRICES.	PRIVATE DEVELOPER TO HAND OVER TO DDA OR ITS NOMINEE SOCIAL HOUSING FLATS AT CEILING PRICES FIXED BY HUDCO AND CGHS PLOTS, ALTERNATIVE PLOTS, RELOCATION PLOTS AND INSTITUTIONAL PLOTS AT NOTIFIED PRE-DETERMINED PRICES LESS 10% AND DISPOSE OF REST IN OPEN MARKET.	DDA TO DISPOSE OF SOCIAL HOUSING FLATS AND CGHS PLOTS, ALTERNATIVE PLOTS, RELOCATION PLOTS AND INSTITUTIONAL PLOTS DEVELOPED BY IT ACCORDING TO PREVAILING POLICIES AND PROCEDURE AND PRIVATE DEVELOPER TO BE FREE TO DISPOSE OF WHAT HE DEVELOPS.
(2) COMMERCIAL	PRIVATE DEVELOPER TO DISPOSE OF ESTATES,	PRIVATE DEVELOPER TO DISPOSE OF PLOTS/ESTATES.	PRIVATE DEVELOPER TO DISPOSE OF PLOTS/ESTATES.

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COMPARISON OF PROPOSED MODELS FOR INVOLVEMENT OF PRIVATE DEVELOPERS
IN LAND ASSEMBLY, DEVELOPMENT & DISPOSAL

ITEM	MODEL D-I	MODEL D_II	MODEL E
(3) PUBLIC AND SEMI-PUBLIC FACILITIES.	PRIVATE DEVELOPER TO HAND OVER TO DDA OR ITS NOMINEE PLOTS TO THE EXTENT OF HALF THE LAND UNDER SUCH PLOTS AT THE TENDERED PRICE AND DISPOSE OF REST IN OPEN MARKET.	PRIVATE DEVELOPER TO HAND OVER TO DDA OR ITS NOMINEE PLOTS TO THE EXTENT OF HALF THE LAND UNDER SUCH PLOTS AT NOTIFIED PRE-DETERMINED PRICES, LESS 10% AND DISPOSE OF REST IN OPEN MARKET.	DDA TO DISPOSE OF PLOTS DEVELOPED BY IT ACCORDING TO PREVAILING POLICIES AND PROCEDURE AND PRIVATE DEVELOPER TO BE FREE TO DISPOSE OF WHAT HE DEVELOPS.
(4) PARKS AND UTILITIES	(PRIVATE DEVELOPER TO HAND OVER TO RELEVANT PUBLIC AGENCIES FREE-OF-COST.	PRIVATE DEVELOPER TO HAND OVER TO RELEVANT PUBLIC AGENCIES FREE-OF-COST.	DDA TO HAND OVER TO RELEVANT PUBLIC AGENCIES FREE-OF-COST.
(5) CIRCULATION	(

ITEM NO.
93/93

A-15.06.93

Sub: Regarding allotment of land to Academy of Fine Arts and Literature.

File No. F.12(27)/79-IL.

.....
P R E C I S

The Academy of Fine Art and Literature had applied for allotment of land in the year 1979 for construction of a Cultural Centre. The Society was allotted a plot of 1000 sq.mts. at Srifort Institutional Area, at the rate of Rs. 8 lacs per acre provisionally on 21.5.1987. The allottee society had paid the demand premium of the land and the possession of the land was handed over on 27.5.1987. However, it has not constructed any building on the plot.

2. A reference has been received vide letter dated 24.5.1993 submitting a proposal for construction of building with Foreign assistance (App. No. 1. No. 146). The case was examined by the Chief Secretary, Delhi Admn. The observations made by the Chief Secretary, Delhi Admn. are at (Appendix M - Page No. 147-149).

3. In view of the observations of the Chief Secretary, the Hon'ble Lt. Governor has desired that the matter may be placed before the Authority in its next meeting for consideration and orders.

4. The ~~Facts are that~~ Academy of Fine Arts & Literature have drawn up an agreement with Motorola Singapore Pvt. Ltd. that:

- a) Motorola will fund the completion of the project.
- b) Motorola will be given on licence fee for a period of 5+1 years two floors to be used as their offices at a monthly charge, to be described as maintenance charge of Rs. 38,000/-.
- c) Motorola, through a sister concern, the Indian Institute of Poverty alleviation will extend a quarterly grant of Rs. 1.20 lakhs to the Academy for training of students of art and culture etc.
- d) The building will continue to be the property of the Academy and the Motorola will only have the right to use the assigned space for a maximum period of six years.

Contd./..

5. The letter from Chief Secretary dt. 12.04.93, paragraph 61 and 62 (a) contain the fact that the misuse and violation of lease terms is quite common in DDA and cultural institutions sub-let the premises built up on DDA land without obtaining prior permission of the DDA. It is also stated that these institutions have got away with this violation and DDA has not been able to determine the lease and recover the land.

6. The aforesaid statements regarding DDA are correct because in hundreds of cases leases have been determined where misuse has come to the notice of DDA. It is another fact that in a large number of cases parties have gone to Court and the repossession of land had been temporarily stalled.

7. It is now to be decided by the Authority as to whether the collaboration can be allowed as stated by Academy of Fine Arts & Literature with Motorola Singapore Pvt. Ltd. if so on what terms and conditions.

8. Regarding permission to use institutional premises on rent, the same had been agreed to in case of institutions vide Authority Resolution No. 70 dated 22.4.1983 (Appendix ' N ' Page No. 150-153) regarding letting out of portion of institutional premises for running banks and govt. offices keeping in view needs of the locality.

9. There is no previous instance where institutional premises have been sub let to another institution for completion of the project for use as offices. The fall out on other institutional plot allottees who may come up with similar request for renting out/for commercial use may be seriously examined.

Vice Chairman, DDA has stated that the matter was not discussed with Chief Secy., Delhi as is mentioned in para 57 of the note of Chief Secretary, Delhi.

The matter is placed before the Authority for consideration.

* * * * *

R E S O L U T I O N

The Authority considered the proposal and resolved that the request of the Academy of Fine Arts & Literature to sub-let a part of the premises (under construction) for raising the funds for completing the construction be allowed in principle as a special case. Detailed guidelines in this regard be formulated and brought before the Authority in its next meeting.

Further resolved that it is not necessary to amend the Master Plan provisions regarding change of land use in such cases as the permission is purely on a temporary basis.

(APPENDIX 'L' TO ITEM NO. 93/93)
ACADEMY OF FINE ARTS AND LITERATURE

PRINTED AT THE GOVERNMENT PRESS, DELHI

24.5.1993

MOST IMMEDIATE

Lieutenant Governor of Delhi
Rajniwas
DELHI.

K.A. Nigam's L. 111-56
Diary No. 111-56
Date 24/5/93

Subject: Plot No. 4 allotted to
Academy of Fine Arts & Literature
Funding: Competition of Building

My dear Most Respected Dax Sahib,

This has a reference to our last meeting seeking your approval for partial funding of the above building for its completion and in lieu use of partial space by M/s Motorola of USA as Liaison office for a fixed period. They have also agreed to partially finance our Social Service/Vocational Training Programme. All payments shall be made by inward remittance of foreign exchange.

We have tried for two years to obtain funding for completion of the building after having exhausted all our personal funds for the purpose. We assured you that except for 5 lacs obtained from Department of Culture (Min. of H.D.) the entire funding of about one crore has been done by us from our personal resources.

We have failed to obtain such additional funding as above without recourse to going against the law and regulations of course as and when they are or shall be applied. Since we do not want to do anything illegal - we have tried to work out our proposal with Motorola in such a way as to meet the legal requirements to a large extent if not completely. Motorola have also cooperated with us and assured us their continuing support.

Motorola have become NOW very impatient and have threatened to withdraw their offer if we do not accept it within 48 hours.

Hence this appeal on an urgent basis.

With highest regards,

Yours sincerely,

(Signature)
(Dr. J. S. Sahni)
Vice-President

MR. AJAY KUMAR
CHIEF SECRETARY
MR. K. S. BHADHAR
PRESIDENT
DR. B. S. BHADHAR
VICE PRESIDENT
MR. D. P. GUPTA
MR. S. K. GUPTA
MR. A. S. GUPTA
MR. B. S. GUPTA
VICE PRESIDENT
MR. ANIL K. GUPTA
VICE PRESIDENT
MR. MARSHALL (RETO.)
CHIEF SECRETARY
MR. SANTOSH KAPOOR
VICE PRESIDENT

Handwritten notes:
1. Held here
2. Being placed
before the Govt
3. D.D. working
4. Say on it, through

24-05-93

55. Academy of Fine Arts & Literature had been allotted a piece of land by the DDA in the Siri Fort Institutional Area for the purpose of establishing facilities for art and craft classes for youngsters, a theatre and a library. They have spent a lot of money on the project but now they are facing serious financial constraints and are not able to complete the building. They have been looking for suitable partners to assist them by way of financial support to enable them to complete the project and commission it. They had also put in a request for assistance out of the Lottery Fund.

56. Initially we had looked at the possibility of Sahitya Kala Parishad buying some of the built-up space and giving an advance to the Academy. We had also suggested that the SKP could take part of the building on rent and pay 2 - 3 years' rent in advance. Unfortunately, the negotiations which lasted for a number of months did not succeed.

57. However, in the interest of completing an ambitious project which would enrich the cultural life of the National Capital, the Academy was encouraged to look for suitable partners preferably those engaged in the promotion of art and culture. At one stage we were told that they were at the point of concluding an agreement with Mr. Noshen Akhisi of the Art Heritage which was a very promising proposition. The Art Heritage would have become a co-lessee and paid a greater part of the funds required for completion of the project. I had spoken to the Vice-Chairman, DDA. Although he had initial reservations about setting up such a precedent, he was open to considering such collaboration because the basic land use would have been preserved even after the entry of the Art Heritage as a co-lessee. It appears now that the negotiations between the Academy of Fine Arts & Literature and the Art Heritage have not been successful.

58. The Academy have now drawn up an agreement with M/s Motorola Singapore Pte. Ltd. subject to necessary permissions from the statutory authorities including the DDA. They have approached the L.G. for necessary permission and I have been asked to examine. I may submit that the matter primarily concerns the L.G. Delhi Administration got involved with the Project in the larger interest of promoting art and culture in the National Capital but primarily because negotiations were being conducted on behalf of the SEP of which I happen to be the Chairman and which is a Delhi Administration outfit.

59. The collaboration entered into by the Academy of Fine Arts & Literature and the Motorola has the following broad features:

- (i) Motorola will fund the completion of the Project.
- (ii) Motorola will be given on licence for a period of 5+1 years two floors to be used as their offices at a monthly charge, to be described as maintenance charge of Rs. 20,000/-.
- (iii) Motorola, through a sister concern, the Indian Institute of Poverty Alleviation (which is a registered Society) will extend a quarterly grant of Rs. 1.20 lakhs to the Academy for training of students of art and culture etc.

.....24/-

(d). The building will continue to be the property of the Academy and the Motorola will only have the right to use the assigned space for a maximum period of six years.

60. It may be mentioned that a number of institutions allotted institutional lands by the DDA at institutional rates have sublet a part of the accommodation built by them to commercial organisations on the strength of similar arrangements. The standard practice is to admit a commercial organisation as a tenant, obtain a large amount by way of advance rent, use it for completing the building, and adjust the advance rent against part of the monthly rent in the future. In the present case, the commercial organisation will be directly funding the completion of the project and it is not required to pay any rent. It would only be paying a monthly charge by way of maintenance cost. Separately it will be paying a monthly grant of Rs.1.20 lakhs for promotion of cultural activities through a Society separately registered.

61. The above misuse and violation of lease terms is quite common. A number of institutions are genuinely in need of money and are not able to raise adequate voluntary donations for completion of their projects. Perhaps DDA has not been able to resume land on 50% of the unearned increase from any of the erring lessees.

62. Terms and conditions of the lease provide that no sub-letting shall be done without the approval of the lessor. The arrangement entered into with Motorola is certainly a departure from the terms and conditions of the lease granted by the DDA. One would have readily supported the arrangement if the licensee were a cultural organisation engaged in similar activities as the lessee. Ordinarily, therefore there is no reason why the DDA should consent to grant permission in the present case. But at the same time there are certain features of the proposal which deserve whole-hearted support:

(a) Unlike other allottees of institutional land, the present lessee has come up to the Government with a clean hand. It has sought the necessary permission. As mentioned above, a number of cultural institutions have sublet the premises built-up on DDA land without obtaining prior permission of the DDA. What is worse almost all of them have got away with this violation of the conditions of the lease and the DDA has not been able to determine the lease and recover the land;

(b) The Academy is engaged in the establishment of a very ambitious project which requires large amount of money. Despite its best efforts, it has not been able to raise the requisite amount. The proposed arrangement helps them finance the project without any further assistance from the Government. To that extent it is a help to the Government finances because ordinarily a Government Department in the Government of Delhi or the Govt. of India or the Ditary Fund of the Lt. Governor would have been expected to come to their help for completing a project of the kind under consideration;

(c) Damage to the basic concept of an institutional plot being used for institutional purposes is not heavy in the present case. Firstly, the use of part of building by Motorola is limited to a period of six years only. Secondly, they are going to use it for office purposes. As against this, we have a number of cases where Bank branches have been opened in buildings meant for promotion of art and culture which do a greater violation to the basic land use.

63. Therefore, I for one, would like to support the proposal for a detailed consideration by the DDA for the grant of necessary permission without insisting upon any additional payment by the lessee.

RAJ NIVAS, DELHI-44
Rd. No. 571
Rd. No. 12/1/53

(R.K. TANEJA)
Chief Secretary
12.4.1983

Temporary permission be granted upto 2 years on the condition that there would be composition fee of 10% of the rent from the date of the resolution, which could be reduced to 20% in those cases where land/built up space in a conforming area has been booked with the DDN.

In those cases where built-up space is allotted by the DDA and full payment is made a 3 months period be allowed after taking over the possession of the said space without charging any composition fee.

2. It was, further resolved that the powers for granting such permission in the categories mentioned in the report and also in other cases be delegated to the Vice-Chairman, DDA, who may keep in view the record of proceedings for deciding such cases.
3. Later on, it was felt that the report of the Committee approved by the DDA in its resolution No.174 dated 30.6.77 envisaged grant of temporary permission only to Govt. Agencies and Banks, and also in respect of non-conforming use incident to the prescribed uses in an area, keeping in view the needs of the locality. The grant of permission for other types of non-conforming uses by private individuals/firms/companies was not envisaged either in the report of the Committee or in the record of the discussion. The Authority, therefore, reconsidered the matter and resolved in its Resolution No.117 dated 17.6.78 that temporary permission be granted sparingly under Special Appeal to private individuals/firms/companies in cases of extreme

relationship on individual merits on the terms and conditions, laid down in Authority's Resolution No.174 dated 30.6.77 as modified, collected from time to time.

The Minister of Works & Housing has emphasized that Delhi has substantially low housing accommodation and commercial use tends to be more or less residential use which further exaggerates acute nature of the housing situation. He further stressed that it would be the firm policy of DDA not to permit non-conforming use, specially in those areas, which are relatively new and which have adopted a planned functional hierarchy of uses from the very beginning and recourse to legal procedure may be taken against commercial use of residential premises. The Authority vide its Resolution No.65 dated 24.4.78 resolved that the views/directions of the Minister of Works & Housing be noted for guidance and for compliance.

5. It will be seen that the policy decisions so far taken by the DDA do not cover cases of institutions seeking under the provisions of Special Appeal permission for renting out a portion of their premises to organisations other than institutions.

6. A number of cases in which Institutions like Gandharav Mahavidyalaya, Anjuman Taraqqi Urdu-i-Hind, Galib Institute and National Co-operative Union of India etc. are pending for taking a decision whether these institutions can be allowed to rent out a portion of their premises under the provisions of Special Appeal on payment of usual composition fee. Their main aim generally to rent out their premises is to meet the normal running expenses of the institutions, so that the institutions can go on functioning in their respective fields.

7. Since the DDA has agreed to grant temporary permission for non-conforming use of residential premises for running a Bank or a Govt. Office etc., there may be no objection to the non-

conforming use of a portion of the building of an institution which besides giving them surplus will facilitate the running of other institutions in the same location. If any institution is allowed for any other purpose, it shall have to be on the same conditions i.e. on payment of composition fee.

8. The matter was discussed by the General Director (DC), who has commented as follows:

"From the land use point of view, there may not be any objection to allow surplus space available with an institution to be rented out to an institution, subject to the terms and conditions prescribed by the lessor. However, in case of renting out space for other than institutional use, non-conforming use charges/fee may be made operative as in case of residential use".

9. The case was also seen by the Commr. (L) who has stated that institutional allotments are made at concessional rates and the built-up space created is meant for use by the institution to whom land was allotted. An institution should be in a position to pursue its activities without having to rely upon rents from a building for which land was got allotted at concessional rate. If we allow a certain per cent of space to be rented out, even if it be for institutions only, the facility is bound to be mis-used for commercial benefit. Institutional allotments, then, may become a good source of income to some unscrupulous allottees. Therefore, renting out of institutional premises should not be allowed.

10. The case is now submitted before the Authority for consideration of suggestions made in Paragraphs 7 to 9 for taking a policy decision.

RESOLUTION

Resolved that the permission under special appeal provision may be granted to allow letting of area not more than 10% of the total area by an institution meant exclusively for the benefit of handicapped persons on the recommendation of Social Welfare Department of Delhi Administration for use by Bank, Post Office, Super Bazar without payment of any

conforming use of a portion of the building of an institution which besides giving them support will facilitate the running of other institutions in the same way. If any institution is allowed for any other purpose, it shall have to be on the same conditions i.e. on payment of composition fee.

8. The matter was presented to the General Director (DC), who has commented as follows:

"From the land use point of view, there may not be any objection to allow surplus space available with an institution to be rented out to an institution, subject to the terms and conditions prescribed by the Lessor. However, in case of renting out space for other than institutional use, non-conforming use charges/fee may be made operative as in case of residential use".

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composition fee, ...
Further resolved that ...
allowed to let out ...
area for non-conformist ...
composition fee.

The requests from similar institutions, if
any, may be brought before the Authority through a
specific resolution for decision in the matter.

ITEM NO.

94/93

A-19.06.93

Sub: Involvement of private developers in Land Assembly, Development & Disposal.

No. F.100(2)/92-CL.

PRECIS

The issue of involving private developers in land assembly, development and disposal in the city of Delhi is under consideration of the Government for some time. A Task Force was constituted under the Chairmanship of Principal Commissioner, DDA by Vice Chairman, DDA. Negotiations were held with the builders association and finally a report has been submitted for consideration, which can be seen on (Appendix 'O' Page 155 (Book-let))

2. On receipt of the report, Vice Chairman, DDA held meeting of the various departments of DDA and comments on the report were sought from Engineering Wing, Finance Wing and Planning Department. The reactions of these three Wings were received and the same were forwarded to the Chairman of the Task Force for his comments. The observations of the Engineering Wing, Finance Wing and Planning Wing alongwith counter observations of the Chairman of the Task Force can be seen on (App. 'P' Page 156-165, App. 'Q' page 166-171, App. 'R' page 172-174)

3. The report and the reactions are now placed before the Authority for taking a decision in the matter.

R E S O L U T I O N

Pr. Commissioner explained the salient features of the report of the Task Force. He recalled the discussions with the Associations of Private Builders and their views on the modalities in the development/ construction activities. He summarised three models- D-1, D-2 and E-1 developed by the Task Force and presented a comparative analysis of these models in respect of land assembly, land development, construction and disposal.

(2) Engineer Member, DDA said that the association of Private Builders should result in construction of additional stock of houses and in an increase in the quantum of land being acquired and developed by DDA. DDA is capable of executing large quantum of works. He said that its weakness lay in shortage of funds for acquisition of additional land and dependence on DWG & SDU and DESU for trunk services. Any proposed model for associating the private builders must take into account these aspects. For this reason the private builders as well as cooperative group housing societies, must contribute funds for the acquisition of land and development of land as well. This will result in adequate funds being available to DDA for taking up development work at a faster pace.

(3) Finance Member, DDA, briefly indicated that in the Model D-1, DDA will be required to fund land acquisition and develop it for a number of years before any return is generated. He apprehended that negative cash flow for long periods may lead to serious cash flow problems. He advocated the participation of the private builders/developers in meeting the cost of land acquisition and development to take care of this problem and hence supported the D-2 model.

(4)(1) Jt. Secretary, MOUD, stated that the following aspects should be taken care of while working out a model:

First, the commitment of the DDA through its registration brochures, to allot various categories of houses constructed by DDA.

Secondly, land is provided to DDA after acquisition under Sec. 22(1) of the DD Act. Disposal of developed Nazul land is also circumscribed under the duly notified Nazul Rules. Under the existing dispensation DDA cannot dispose of any undeveloped nazul lands.

Third, the present policy of Large Scale Acquisition and Development & Disposal of Land, may require certain amendments for which Govt. is fully seized of the matter.

Fourth, suitable changes in the urban land policy may have to be effected, before taking up pilot projects.

(ii) He was of the opinion that Model D-2 will be difficult to implement. He also felt that allotment of developed residential plots in lieu of built-up houses may also be accorded due priority. Reacting specifically to Model D-1, he apprehended that land acquired for a public purpose cannot be allotted to private builders for making profits as this may lead to legal complications.

(iii) Summarising, he wanted that the aforesaid points should be carefully

harmonised in the model to be selected.

5. Secretary(Finance), Delhi Admn., recalled the circumstances under which DDA was set-up to control and regulate the development of urban land by private colonisers. He felt that Parliamentary debates on the Delhi Land Policy will establish this fact beyond doubt. He felt under Sect.6 of the DD Act, only DDA could acquire land for development of Delhi. However, this point was not accepted by others.

(ii) He also expressed his anxiety about the huge requirement of funds for the development of trunk facilities like water, sewage and power. He felt that development cost should include the cost of such trunk facilities.

(6) Commissioner, MCD, wanted association of MCD right from the beginning when schemes were formulated. He preferred Model D-1 over the others.

(7) Chief Planner, TCPO, referred to the Master Plan estimate of accommodating 4 million people in 24,000 ha. of additional urban extension by the end of the century. Urbanisation on such a large scale can succeed only when land acquisition is speeded up, and 4,000 to 5,000 ha. are acquired and developed every year. He felt that Model D-2 was not practicable. He preferred Model D-1.

(8)(i) VC/DDA recalled two basic aspects of interaction with private developers, viz. they do not want to get involved in land acquisition, and that they want land without making full payment for it. VC apprehended that handing-over possession of land before realising full cost is bound to result in litigation and cash flow problems for the DDA.

He felt that when we were thousands of hectares of extension, Model E-1 can play a marginal role. Model E for small areas in the developed colonies and of one million. VC also a model involving partial land beset with higher costs and acquisition. This is an experience of many States with this model. Even in Haryana led to sky rocketting of land cost.

(11) VC, DDA apprised the reaction of HDPC which stock companies in red earth operating in the range of Rs. and thus they would be interested with about 40 acres of land.

(9) Chief Secretary also Model D-1. He felt that since is of marginal importance, the adopted on large scale. He also since Model D-2 has not been pilot project on this model necessary.

(10) L.G./Chairman, DDA summarised the discussions and felt that urgent need to involve private so that developmental work was already considerable delay has and there is need to make a move in direction without further loss. While analysing the various models he felt Model D-1 seemed to be acceptable.

(11) Having considered the expressed on the subject, the Authority resolved as under:-

(i) A Special Cell be created

He felt that when we were thousands of hectares of extension, Model E-1 can play a marginal role. Model E-1 is for small areas in the developed colonies and of one million. VC also a model involving partial land beset with higher costs and acquisition. This is an experience of many States with this model. Even in Haryana led to sky rocketing of land cost.

(11) VC, DDA apprised the reaction of HDPC which stock companies in red earth operating in the range of Rs. and thus they would be interested with about 40 acres of land.

(9) Chief Secretary also Model D-1. He felt that since is of marginal importance, the adopted on large scale. He also since Model D-2 has not been pilot project on this model necessary.

(10) L.G./Chairman, DDA summarised the discussions and felt that urgent need to involve private so that developmental work was already considerable delay has and there is need to make a move in direction without further loss. While analysing the various models he felt Model D-1 seemed to be acceptable.

(11) Having considered the views expressed on the subject, the Authority resolved as under:-

(i) A Special Cell be created

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to further process the involvement of private developers.

(ii) General approval was given to Model D-1 and it should be taken up as a pilot project in new developing areas like Dwarka Ph.II, Pchini Ph.IV etc.

(iii) The Special Cell may work out details.

(iv) Modalities and changes required in the policy and statutes be finalised in consultation with MOUD at the earliest.

(v) A draft of the brochure to be issued for public information should be presented before the Authority in the month of August.

(vi) Model E-1 and D-2 may further be examined before they are accepted/rejected.

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Appendix 'D' to Item no. 9/9/93

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INVOLVEMENT OF PRIVATE DEVELOPERS IN LAND ASSEMBLY, DEVELOPMENT & DISPOSAL

*Report of
Chairman, Task Force,
Delhi Development Authority*

13th April, 1993

1

**INVOLVEMENT OF PRIVATE DEVELOPERS IN
LAND ASSEMBLY, DEVELOPMENT AND DISPOSAL**

1. The question of involvement of private developers in land assembly, development and disposal in Delhi has been under consideration for quite some time. In this context, Vice-Chairman, DDA held a meeting with private developers on the 31st January, 1992. In this meeting, the involvement of private developers in land assembly, development and disposal was agreed to in principle and it was decided to constitute a Task Force to work out the modalities for the purpose. Accordingly, a Task Force was appointed with Commissioner(Land) as Chairman and 5 nominees of the Rajdhani Estate Promoters & Builders Association, a representative of NBCC and Chief Legal Adviser, Director (Land Costing), Director (DC&P), Director (Building), Chief Architect, Director(Works) and Director (Commercial Land) as Members, and Deputy Director (Commercial Land) as Secretary. Later, Principal Commissioner was inducted in the Task Force as Chairman and Commissioner (Land) became a Member.

2. The first meeting of the Task Force was held on the 28th March, 1992. It was decided that the nominees of the Rajdhani Estate Promoters & Builders Association would submit a proposal for the involvement of private developers in land assembly, development and disposal. Accordingly, a proposal was submitted by the Association by its letter No. Raj/1189/Housing/92-93 dated the 1st June, 1992, vide Annexure 'A' hereto.

3. The main locus of land assembly, development and disposal is the urban extension. The "Master Plan for Delhi- Perspective 2001" envisages as urban extension of 24,000 ha to accommodate a population of 40,00,000. This objective calls for the formulation of an urban extension strategy, of which the mode of land assembly, development and disposal must necessarily be an integral and important part. The Planning Department initiated work on the formulation of urban extension strategy in May, 1992 and came up with a concrete proposal in this regard on the 14th January, 1993.

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This proposal made a number of suggestions about the involvement of private developers in land assembly, development and disposal, vide Annexure 'B' hereto.

4. On the basis of the aforesaid proposals received from the Rajdhani Estate Promoters & Builders Association and Commissioner (Planning), a draft conceptual framework for the involvement of private developers in land assembly, development and disposal in urban extensions was prepared. It provided for land assembly by DDA, leaving development to private developers, and for the sharing of disposal by DDA and private developers. The draft was circulated and explained in the second meeting of the Task Force held on the 2nd February, 1993. The representatives of private developers in the Task Force sought and were given some time to examine the draft and react to it. Their response was received on the 5th February, 1993, vide Annexure 'C' hereto.

5. A careful perusal of the response of the private developers revealed that they had suggested 18 specific changes in the draft. These were carefully considered and it was found possible to accept 7 of them - 2 (Sr. Nos. 6 & 10) fully and 5 (Sr. Nos. 1, 2, 12, 15 & 16) partially. The suggestions received from various other quarters were also considered. This resulted in the further refinement and considerable enlargement of the conceptual framework earlier drawn up. The conceptual framework as thus finalised is at Annexure 'D' hereto.

6. Two models for the involvement of private developers in land assembly, development and disposal in urban extensions have been proposed in Annexure 'D'. Model D-II provides for land assembly by the private developers themselves with a complementary regime of development and disposal. The private developers, however, have strongly pleaded for land assembly by DDA. Moreover, urban extension is of fundamental importance to Delhi. It has to be not only enabled but actually made to happen. It may not be prudent to leave this entirely to market forces, for should they fail to bring about land assembly by private initiative within the stipulated time-frame, the orderly development of Delhi will be seriously jeopardised. The conceptual framework

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therefore, also contains a model (Model D-I) which envisages land assembly by DDA with private developers having a big role in development and disposal. This model can be adopted where the response to Model D-II is, or is expected to be, inadequate.

7. Cash-flow statements bringing out the financial implications of Model D-I and Model D-II are attached to Appendix 'D'. In these statements, while the norms relating to land and infra-structure are based on the cost-benefit analysis for Dwarka Project, those relating to super-structure are derived from DDA's experience and market trends. There is a view that there should be adequate safeguards against developers making excessive profits, specially where land is provided to them by DDA. The cash flow statements rule out that possibility. It needs to be added, however, that, in Model D-I, land is proposed to be made available by DDA to the developer against competitive bidding and not by a priori selection. In that sense, the case is not essentially different from the present dispensation regarding the disposal of, say, commercial plots, where there is no provision for limiting the allottee's profits. When land is provided against competitive bidding, as in Model D-I, the emphasis should be on achieving public objectives rather than limiting private profits.

8. The urban extension is the main but not the only locus of land assembly, development and disposal. There are relatively smaller land pockets proximate to, or even within, urban areas which need to be developed. A model particularly suited to such land pockets is proposed in Annexure 'E' hereto. Theoretically, this model can be adopted for the development of any land, irrespective of its size and location. Considering, however, that it makes the recovery of the cost of unsaleable land, supra-layout infra-structure, subsidy on certain categories of flats and plots and service charges dependent upon an unpredictable pace of development under private aegis, as a safeguard against too much public funds being indefinitely locked-up, it would be prudent to adopt this model for land pockets which are relatively small in size and located either within or close to urban areas, so that the expenditure on the

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9. The formation of a Joint Sector company to undertake land assembly, development and disposal has been mooted from time to time. The conceptual framework suggested in Annexures 'D' and 'E' is not inconsistent with this idea. So far, land assembly, development and disposal in urban extensions has been the exclusive preserve of DDA. It is now proposed to convert this into a public-private partnership in which DDA shares with others these functions and responsibilities. This sharing can be with any suitable agency, whether in the Private Sector or Joint Sector or even Public Sector. In that sense, the term "private developer" / "developer" used in Annexures 'D' and 'E' means any agency other than DDA which is prepared to share with DDA the functions and responsibilities of land assembly, development and disposal on the lines indicated in Models D-I, D-II and E. The question, however, whether a Joint Sector company should be formed and, if so, what should be its design, has to be separately considered in detail. Suffice it will to state here that, should such a company be formed, it should be required to compete with others for participation in projects and sink or swim on its own merits. There are concrete examples to show that Government equity participation in Joint Sector companies is often followed by requests for special consideration and the grant of such requests invariably results in the injection into these companies of the inefficiencies associated with protection from competition. The Joint Sector company, if and when formed, should not result in the replacement of the present Public Sector monopoly in land assembly, development and disposal by a Joint Sector monopoly. What is required is to open the way to, and even actively promote, private enterprise in land assembly development and disposal, not to create a new barrier to it in another guise.

enterprise in land assembly development and disposal, create a new barrier to it in another guise.

10. Ideally, the involvement of private developers in land assembly, development and disposal in terms of the conceptual framework proposed in Annexures 'D' and 'E' should be based on specialised legislation. That would doubtless require detailed consideration and considerable time. Until then, however, it should be possible to proceed

on the basis of the provisions of existing legal enactments. Model D-I is based on Nazul land. It can be given effect to by building its ingredients into the terms and conditions on which the land is provided to the private developer, first on licence for development and then on leasehold/freehold basis for disposal. As far as Model D-II and Model E are concerned, a judicious use of the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 is a viable alternative to specialised legislation. Section 20(1) therein provides for the exemption from ceiling of surplus vacant land by Government provided it deems it to be in public interest to do so in the light inter alia of the purpose for which the said land is proposed to be used. This provision is being taken advantage of in various States, including Maharashtra, to regulate and guide development on surplus vacant lands without taking them over. Exemptions under Section 20(1) aforesaid can be made conditional upon the adoption/acceptance by the landholder of the parameters of Model D-II or Model E, as the case may be. That would require close coordination between DDA and Delhi Administration.

11. The three models proposed in Annexure 'D' and 'E' imply a radical departure from the prevailing policy and practices regarding large-scale acquisition, development and disposal of land. As far as legal impediments are concerned, there appear to be none in the case of Model D-II unless supplementary land acquisition is involved, for which Section 22 of the Delhi Development Act, 1957 would have to be amended. No amendment of the said Act would be required in the case of Model D-I or Model E. But several provisions of the Delhi Development Authority (Disposal of Developed Nazul Land) Rules, 1981 would need to be modified for Model D-I. Instead of making these amendments in the land policy or Rules aforesaid right away, it would be prudent to first subject the three models to a trial-run by taking up three pilot projects on the basis of a special dispensation from the Central Government.

12. In the light of above, it is recommended that the Authority may be moved to:

(A) consider this report;

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- (B) approve in general terms the conceptual framework contained in Annexures 'D' and 'E' hereto; and
(C) authorise Vice-Chairman, DDA to:

- (i) formulate three pilot projects, one for each model outlined in Annexures 'D' and 'E' aforesaid;
- (ii) submit a proposal to the Central Government to permit the taking up of the said pilot projects in relaxation of the existing policy regarding large-scale land acquisition, development and disposal and the provisions of the Delhi Development Authority (Disposal of Developed Mazul Land) Rules, 1981; and
- (iii) proceed with the necessary planning and other preparatory paper-work in anticipation of the Central Government's permission so that the three pilot projects can be launched with the least possible delay if and when the said permission is received.

13th April, 1993.

(Signature)
(A. P. SINHA)
Principal Commissioner
& Chairman, Task Force,
Delhi Development Authority

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Rajdhani Estate Promoters & Builders Association (Regd.)
(ESTABLISHED 1971)

Rajinder Singh,
Director, DLF Group,
Genl Secy,
Ref. No. Raj/1189/Housing/1992-93

GL-7, ANSAL BHAWAN,
16, KASTURBA GANDHI MARG,
NEW DELHI-110001

Date: 1 - 6 - 1992

To

Shri Rakish Sahasr,
Commissioner (Land),
Delhi Development Authority,
Vikas Sadan, Phase I, DDA,
New Delhi

Sub: Involvement of private developers/builders
in development, construction of houses
and commercial centres

Sir,

In continuation of our letter of even number dated 19.3.1992, we forward herewith a copy of the proposal for involvement of private developers/builders in development, construction of houses and commercial centres for your consideration.

Yours faithfully,
for Rajdhani Estate Promoters & Builders Assn.

(Rajinder Singh)
Joint General Secretary

Encl: as above

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RAJDHANI ESTATE PROMOTERS AND BUILDERS ASSOCIATION (REGD)

INVOLVEMENT OF PRIVATE DEVELOPERS/BUILDERS
IN THE DEVELOPMENT AND CONSTRUCTION OF HOUSES,
DISTRICT CENTRES AND COMMERCIAL CENTRES
(A PROPOSAL)

1. General

The shortage of houses in Delhi has reached alarming proportions. The condition of slum-dwellers in the city is simply appalling. For want of proper housing policy, non-availability of land, inadequacy of funds allotted and multiplicity of sanctioning authorities, the situation has been worsening, as a result, the rentals of the available houses have sky-rocketed and are quite beyond the means of common man.

At the end of 7th Five Year Plan, a total shortage of nearly 4,50,000 residential units was reported in the capital. Against a target of 25,000 houses per annum, D.D.A. was able to construct only about 9,000 houses per annum for the last several years. According to the latest information about 1,00,000 registrants are awaiting allotment under various housing schemes of D.D.A.

The private developers/builders of Delhi have been representing to the Government for over a decade for the association of private agencies in solving housing shortage in Delhi and several proposals are pending with Government/D.D.A. The Government has since realised the need for drawing upon the help of the private sector for increasing the housing stock and development of commercial areas and some moves in this regard are afoot.

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In the meeting convened by the D.D.A. on 31-1-1992 the Vice-Chairman welcomed the participation of private sector in this venture and a Task Force was set up to work out the modalities for the specific areas of collaboration with private Developers/Builders.

The first meeting of the Task Force was held on 28.3.1992. After considering various aspects, the private Developers/Builders were requested to prepare a proposal for their association in the matter of their collaboration with D.D.A. in the aforesaid areas.

The main issues involved are as follows:

2. Land- Allotment and use:

The Government would have to allot/acquire the land for the development by private Developers/Builders. However, the cost of acquisition, if incurred, plus a reasonable overhead plus interest, say upto 5 % of the cost of land would be borne by the private Developers/Builders. In any case, clearance under the Urban Land (Ceiling & Regulations) Act, 1976, and Agricultural Ceilings (and its conversion into urban land) will be that of the Government.

In case where private Developers/Builders are in a position to assemble the land themselves or use the land otherwise available with them, development and construction should be permitted in conformity with the Zonal/Master Plan. However, if any small pocket is left out for any reason, the Government should help in acquiring the same for the sake of continuity of development, under its authority. Where the owner has won the Court case in Land Acquisition proceedings, D.D.A. should not initiate fresh acquisition so that Developers/Builders are able to negotiate the purchase price. In case of prolonged land litigation, D.D.A. may consider withdrawing the case so that Developers/Builders have an opportunity to settle the purchase price of land with the 'out of court'.

As regards the size of the land for development, 100 acres is considered to be a reasonable size for economic development and construction of houses with

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essential infrastructure and common facilities such as education, health, recreation, etc. Where it is possible to have concentrated development, the size could be reduced to say 75 acres or even 50 acres or so. In already urbanised areas, small plots of even 5 to 10 acres could be considered for group housing construction.

As regards the exact use of land, the same will depend on the size of the land made available and the Master Plan/Zonal requirements laid down and as such the same could be mutually decided before the agreement is entered into between the Government/DDA and the private Developer/Builder, including disposal of common facilities.

As a first priority, the private Developers/Builders should concentrate to meet the housing shortage. As it is, in the proposed land area of 50-100 acres, minimum 80% of the concentration (based on approved standards of development) shall be for housing and only the balance for other facilities and public buildings with the objective of optimising the available land and increasing the housing stock.

The preparation of detailed plans within the overall Master Plan/guidelines laid by the DDA will be the responsibility of private Developers/Builders. However, timely approval, if needed in certain areas will be the responsibility of the D.D.A.

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3 External Development

All the external development, external to the area to be developed, as also peripheral services to the area of development, will have to be carried out by the Govt./local bodies under their authority and control and for the sake of convenience and effective coordination for the services to be provided under different Departments such as MCD, DESU etc. The private Developers/Builders will be prepared to meet the proportionate charges on the basis of HDA Regulations Act, 1975.

The D.D.A. will enter into an agreement with Developers/Builders to ensure that the works relating to external development and peripheral services are completed within a specified period to match with the total development of the project.

4 Internal Development:

The internal development inside the land to be developed will be the entire responsibility of the private Developers/Builders at their cost.

5 Criteria for selection of private Developers/Builders

In order to ensure competition amongst close equals, a criteria for selection of private Developers/Builders has been drawn. This is enclosed at Annexure 'A'. A panel of Developers/Builders could be considered for allotment of land after acquisition by Govt./DDA for development/construction of houses. The allotment could be considered on the basis of competitive tenders amongst them. For a specific plot of land the number of competitors may not exceed 6 in number.

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6 Quality Control and Maintenance Responsibility

The quality control for the development and construction will be entirely that of the Developer/Builder for the work entrusted to him, as the proposal does not contemplate detailed supervision from the side of the D.D.A. The Developer/Builder will be prepared to accept the entire responsibility for the quality of work executed by him which has, in the ultimate analysis, to be to a reasonable satisfaction of the user.

As a normal rule, the maintenance period would be limited to either one year after the completion of the project or six months after the handing over of part of the project to the user, whichever is earlier.

7 Period of completion of Project and penalty leviable:

The period of completion will depend on the total area to be developed, the cost of the project and the feasibility of construction. Generally, the average period of construction would be 3/5 years after the final clearances from all the concerned authorities subject to further extension of time for reasons beyond the control of developer/Builder, if required. The extent of penalty, if any, would depend on the total shortfall in completion in terms of volume and costs as also the extent and volume of work already achieved. In any case, penalty has to be linked up with the balance of the project remaining incomplete and limited to 10% of the costs thereof in the form of liquidated damages only.

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8 Mode of Payment:

As the responsibility of the D.D.A. will be for acquisition/allotment of land, cost of which would have to be ultimately borne by the private Developer/Builder/User and as the payments involved are substantial, the Developer/Builder would have to be given an option for phased payment which should be related to development of land and construction thereon.

Payment schedule can be decided jointly by D.D.A./Developer/Builder, before entering into final agreement.

The Developer/Builder will, however, be prepared to pay 10 % of the cost of land earmarked for his share and furnish a Bank Guarantee for the remaining 90 % of the cost, at the time of signing of Agreement.

As regards payments against work done, a detailed mechanism could be worked out in a way that the Developer/Builder does not have to invest more than 15 % of the cost at any stage minus the cost of land.

9 Securities/Performance Guarantee:

The entire responsibility of the development/construction within the land area taken over by the Developer/Builder is that of the Developer/Builder. However, the Developers/Builders may be asked to give security in the form of Bank Guarantee till completion and a maximum of 12 months maintenance period thereafter based on the slabs as below:

- (i) 3 % of the project cost of Rs.20 crores
- (ii) 2 % of the project cost of Rs.20 crores to Rs.50 crores.
- (iii) 1 % of the project cost of above Rs.50 crores

10. Application of legislation
Various State Governments, particularly those in the vicinity of Delhi, have already involved private Developers/Builders in boosting their housing stock. One of the acceptable pattern could be that of Haryana Government under Haryana Urban Development and Regulation Act, 1975.

11 Role of Government/Public Agency:

Under this scheme the role of the Government would be generally that of a facilitator, co-ordinator and overall controller. It will, however, mean non-interference into detailed working of the Developer/Builder. The private Developer/Builders should be given freedom to function based on the general guidelines mutually agreed upon without having to go to either multiplicity of agencies for approvals/sanctions for the implementation or for day-to-day supervision from the authorities. Thus, at the most, the Government could play the role of overall monitoring of the Scheme and control of projects entrusted to the private Developers/Builders, with a view to pull them up in case they tend to be slack in their overall performance.

12 Allotment of Houses:

Allotment of houses/flats could be done on the basis followed by HUDA:-

1. 15 % Special housing for E.M.S as provided under the HUDA norms/prices. Applications will be invited by the Developers/Builders.
2. 25 % for allotment to those who are already registered with the public agency/D.D.A. Houses will be made available to D.D.A. for allotment to its registrants on the prices as charged by D.D.A. As these houses/flats are being constructed for the D.D.A. for allocation to their registrants on cash down or hire

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3. 60% will be left to be marketed by the Developers/Builders. The commercial component of the area will similarly be marketed by the Developers/Builders.

13 District/Commercial Centres:
After the priority housing needs are generally catered for, the next preference should be for District Centres development which could also be entrusted to the private Developers/builders. In this case DDA will make the land available to private Developers/builders for construction of the Centre on the land earmarked by them in line with zonal requirements. However, the plans will be drawn up by the Developers/builders as per the general guidelines/norms of L.A. The allotment will again be based on the tenders and competitive bidding amongst select parties as for housing plots and will be developed by the Developers/builders without undue interference in day-to-day work.

The mode of disposal after development could be decided by the joint venture companies which are proposed hereinafter, which would in any case represent the interests of both the Government and the Developer. Builder to also take into account the interest of the User.

Government	..	26 %
Promoters	..	25 %
Public subscription		49 %

Government	..	26 %
Promoters	..	25 %
Public subscription		49 %

In the alternative, the question of entering into an ordinary collaboration arrangement could also be considered; it may be more expeditious in implementing the projects.

In the alternative, the question of entering into an ordinary collaboration arrangement could also be considered; it may be more expeditious in implementing the projects.

15 Slum Projects
The development of the slum projects could also be similarly supported by the private sector. However, DDA has yet to make available essential information so as to evolve a proposal for participation by private Developer/Builder in the area.

15 Slum Projects:
The development of the Slum projects could also be similarly supported by the private sector. However, DDA has yet to make available essential information so as to evolve a proposal for participation by private Developer/Builder in the area.

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ANNEXURE 'A'

CRITERIA FOR SELECTION OF PRIVATE DEVELOPERS/BUILDERS

Total marks : 100
Marks allocated of 10

1.
 - a. Total work-load in hand as on date
 - b. Turnover/Year (last 5 years)
 - c. Net worth as on date
- 2 Track record of Developers/Builders based on :
 - a. Quality of construction in conformity with nationally approved standards relating to construction undertaken by them.
 - bb Conformity with building bye-laws and regulations
 - c. Record of serviced land delivery
 - i) On land owned by them
 - ii) On other's land
 - d. Conformity with financial regulations and fair trade practices
 - e. Conformity with ethics concerning sales and subsequent services
- 3 Capital employed by the Company for the past five years.
- 4 Manpower employed - Supervisory, Skilled, Unskilled
- 5 Equipment used either on own or through suppliers/sub-contractors
- 6 Type of areas covered during the past 10 years relating to commercial, offices, residential areas, integrated townships, group housing, etc.
 - a. On land owned by them
 - b. On other's land
- 7 Number and value of projects in hand (both physical as well as financial) relating to properties
 - a. On land owned by them
 - b. On other's land

contd..

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- 8 Total built-up area in current project, number of dwelling units, contribution to economically weaker sections of the society:
 - a On land owned by them.
 - b On other's land
- 9 Amount of foreign exchange earned through sale of real estate/construction exports to NALs during the last 5 years.
- 10 Whether they consider to be their meritorious contribution in the field.

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ANNEXURE 'B'

CONDITIONS FOR PRIVATE DEVELOPERS

1. AREA BREAK UP OF THE SECTOR WOULD BE APPROXIMATELY AS UNDER :

(a) NET RESIDENTIAL	50 HA	
(b) COMMERCIAL	1.6 HA	3x III
(c) P & S.P. FACILITIES	10.0 HA	x II
(d) PARK & UTILITIES	16.0 HA	
(e) CIRCULATION	22.4 HA	

2. BREAK UP OF NET RESIDENTIAL WOULD BE AS UNDER

* (a) EWSF LIG + MIG HOUSING	12.5 HA	0.7x 10.5, 0.7, 0.8)
		III
* (b) CO-OPERATIVE HOUSING	20.0 HA	x I
* (c) SLUM RESETTLEMENT	10.0 HA	0.4x III
* (d) INSTITUTIONAL HOUSING	2.5 HA	x III
(e) FREE MARKET HOUSING/ PLOTS	5.0 HA	2x II

(ALTERNATIVE PLOTS TO BE SEPERATELY WORKED OUT AND ADJUSTED IN THE SCHEME)

3. 50% OF THE P.S.P. TO BE PROVIDED TO THE .D.D.A. ON 'PREDETERMINED PRICE AND REMAINING 50% AVAILABLE TO THE DEVELOPER FOR FREE SALE.
4. AVERAGE RATE 'x' IS EQUAL TO RS. 1940 PER SQUARE METER. PRICES FOR THE AREAS MARKED WITH ASTERISK ARE FIXED IN THE AGREEMENT.
5. (a) THE LAND WOULD BE GIVEN ON LICENSE FEE BY DEPOSITING RS. 25 CRORES (1.6 TIMES THE COST OF LAND ASSEMBLY OR THE TOTAL COST OF PERIPHERAL II DEVELOPMENT, WHICHEVER IS MORE.

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- (b) THIS COULD BE ON THE BASIS OF HIGHEST BID/ TENDER BUT IN NO CASE TO BE LESS THAN (a)
6. AT THE END OF 3 YEARS THE DEVELOPMENT SHOULD BE COMPLETED AND AT LEAST 80% OF LAND/SPACES SHOULD BE DISPOSED OFF.

7. THE DEVELOPER WOULD MAKE FURTHER PAYMENTS AS UNDER. AT THE END OF :

INITIAL	25 CRORES (LICENCE FEE & AS CAUTION MONEY)
1 YEAR	30 CRORES (20 CRORES FOR TDA) (10 CRORES FOR 'DA
2 YEAR	30 CRORES (10 CRORES TO TDA) REFER 7 (20 CRORES TO DDA

8. IN THE FIRST TWO YEARS AFTER LAND ALLOTMENT THE PRIVATE DEVELOPER SHALL GIVE 75% OF EACH TRANSACTION TO DDA WITH A MINIMUM OF 30 CRORES EACH YEAR. THE ACCOUNTS TO BE PROVIDED TO DDA EVERY MONTH.

9. MORE THAN 90 PERCENT OF THE SECTOR SHOULD BE CONSTRUCTED WITHIN 7 YEARS FROM THE DATE OF AGREEMENT. THIS CLAUSE WOULD PROVIDE GUIDANCE FOR SUB-AGREEMENT.

.../-

COMMENTS OF EM

REMARKS OF CHAIRMAN, TASK FORCE

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN, TASK FORCE THEREON

(MEMORANDUM)
1/15/74 NO 94/43

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Rajdhani Estate Promoters & Builders Association (Regd.)
(ESTABLISHED 1971)
By Special Messenger

TELE : 331-3088

61-7, ANSAL BHAWAN,
16, KASTURBA GANDHI MARG,
NEW DELHI-110001

6. Raj/1189/Housing/92-93/214

Date : 5 - 2 - 1993

COMMENTS OF EM

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN,
TASK FORCE THEREON

REMARKS OF CHAIRMAN, TASK FORCE

(MIDNIGHT) 17/11/93

11. THE SOURCE SHALL BE HANDLED OVER TO THE CONCERNED AGENCIES.

SOON AFTER 80% OF THE CONSTRUCTION IS COMPLETE
FOR MAINTENANCE: TILL SUCH TIME THE MAINTENANCE
WOULD BE THE RESPONSIBILITY OF THE PRIVATE
DEVELOPER.

12. IN CASE THE DEVELOPER LEAVES THE DEVELOPMENT
THE LICENSE FEE WHICH SHALL BE CONSIDERED
AS CAUTION MONEY WOULD BE FORFEITED AND
THE DDA WOULD CARRY OUT THE DEVELOPMENT
ITSELF.

Shri A.P. Sinha,
Principal Commissioner,
Delhi Development Authority,
Vikas Sadan, Near INA,
New Delhi

Sir,

This has reference to the discussion on 2.2.1993
in the Second Meeting of Task Force on Modalities on new
areas of collaboration with private developers regarding
assembly and development of land, construction of housing,
development of commercial centres etc. At the meeting
a copy of the Conceptual Frame-work drawn up by D.D.A.
for involvement of private developers in urban extension
circulated there was discussed. You had explained the
salient features of the aforesaid Conceptual Frame-work
vis-a-vis extension of 24,000 ha of land to accommodate
a population of 40,00,000 envisaged in Master Plan for
Delhi- Perspective 2001, in the form of a number of sub
cities.

2 The Association has considered the Scheme of
Conceptual Frame-work and reiterates its views on some
important aspects as under; these are tentative -
subject to approval by Managing Committee of the
Association.

3 At the outset, it may be stated that in
regard to licensing of developers for involvement in
land development and construction, the country is in
the process of liberalisation which has been welcomed
by the World Bank and IMF. Even the Communist countries
are in favour of free market economy. However, the
Conceptual Frame-work referred to above, provides for
too much interference in the working of private
developers. The condition of issuing licences to
developers may not be insisted upon. Let there be
better competition among builders themselves.
The D.D.A. need not look into the quality of work
of developers; let them be accountable to public/customers.
Developers have been involved in the States of U.P. Haryana
and Karnataka etc. In U.P. land has been given to
developers for development of a township, but with not
much interference, except with one important obligation
to build and give 40 % of units to E.A.S. as per HUDCO
norms and prices.

SOCIATION OF ESTATE PROMOTERS & BUILDERS OF MULTI-STORYED COMMERCIAL & RESIDENTIAL BUILDINGS

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Rajdhani Estate Promoters & Builders Association (Regd.)
 (ESTABLISHED 1971)

TELEPHONE
 GL-7, ANSAL BHAWAN,
 16, KASTURBA GANDHI MARG,
 NEW DELHI-110001

Ref. No.

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5 In para 4 of the Frame-work, it is noted that while E.W.S, LIG and MIG housing will be spread over a minimum of 12.5 ha, free market housing for private developers will be over a maximum of 5 ha; inter-se allocation of land for CGHS will be 20 ha. Cooperative Group Housing Societies are not professional bodies; they seek assistance of developers/construction companies in the matter of development/construction of houses. It is suggested that area for free market housing for private developers may be increased from 5 ha to 20 ha and for Cooperative Group Housing Societies, it may be 5 ha or the share of any other category be decreased; developers should get 20 ha and not 5 ha.

- P ① { The D.D.A. should stipulate the percentage of flats for EWS, LIG and MIG.

6 Para 8 of the Frame-work provides that developer will undertake development of residential sector on the strength of a licence to be given to him by D.D.A. It is suggested that developer will undertake development of residential sector on the strength of allotment made to him by D.D.A. Accordingly, the term 'licence' and 'licencee' occurring in paras 8 and 9 may please be substituted by the words 'allotment' and 'allottee'.

- ③ {
- 7 In para 13 it is envisaged that the developer will pay 30 % of the cost of land acquisition and half the area of land under plots developed for public and semi public facilities and supra-sectoral development proportionate to the area of the sector. Thereafter, the developer will pay remainder of said cost in the first and second years at the rate of 35 % each. It is felt that there is no apparent justification for developers to pay for 100 % for supra-sectoral infrastructural facilities. 60% instead of 40 % of cost of supra-sectoral development should be borne by developers and the remaining 40 % by the D.D.A.
- ④ { Besides, the cost of entire land may be paid by the developers in 5 yearly instalments as under:

1. Initial	...	15 %
2. First year		15 %
3. Second year		15 %
4. Third year		15 %
5. Fourth Year		20 %
6. Fifth year		20 %

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Rajdhani Estate Promoters & Builders Association (Regd.)
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Date :

- ✓ ⑥ { Bank guarantee may be on instalment basis as in force in D.D.A. Instalments will be covered by the respective Bank guarantee.

- ⑦ { The cost of peripheral services to be provided to Cooperative Group Housing Societies may be borne by the Cooperative Group Housing Societies or by D.D.A.

8 It is stipulated in para 14 that standard agreement to be entered into by developers with buyers of flats for free market housing will be approved by D.D.A. Further, the amounts received against booking of flats are to be collected in the form of Demand Drafts made in favour of D.D.A. seventy per cent of these amounts would be adjusted by D.D.A. towards payment for land acquisition and supra-sectoral development. It is felt that the money collected by developers against booking of flats may be allowed to remain with developers. The developers would like to have adequate freedom in this regard and are not in favour of getting a standard agreement approved by D.D.A.

- 9 As regards para 2C, the Association would like to know whether developers will be free to dispose of all commercial plots/estate/constructed areas and their share of plots developed for public and semi public facilities at their discretion. Further, the construction of commercial centres should be entrusted to private developers.

- 10 Para 22 provides that all open market sales by the private developer will be on the basis of plot-by-plot lease of land to be made after it has only secured from developer its proportionate share of the flats and plots explained to you at the meeting, developers would like to have free-hold plots as is the thinking these days when lease-hold plots are being converted into free-hold, both for residential and commercial. This para needs to be amended suitably to provide for 'free-hold' plots.

- P ⑫ { Para 23 stipulates handing over by developer to D.D.A. its share of flats and plots within 3 years of the issue of licence and complete and all development under the terms and conditions of licence within 5 years thereof. It further provides for recovery of penalty at the rate of 24 % per annum on the value of default. The term 'licence' and 'licencee' occurring in this para may be substituted by the words 'allotment' and 'allottee'.

COMMENTS OF EM

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN,
 TASK FORCE THEREON

REMARKS OF CHAIRMAN, TASK FORCE

(MIDNIGHT 11/14/73)

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Rajdhani Estate Promoters & Builders Association (Regd.)
(ESTABLISHED 1971)

TELE : 331-3088

GL-7, ANSAL BHAWAN,
16, KASTURBA GANDHI MARG,
NEW DELHI-110001

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(14) It is felt that the penalty of 24 % on the value of default is very much on the high side ; the normal liquidated charges are 10 %.

12 Para 24 contemplates that construction and other development activities undertaken by developer will be subject to technical inspection and approval of D.D.A. explained at the meeting. As earlier stated and to public/customers, the developers are accountable of residential units for free market housing may not be insisted upon. However, in respect of LIG/MIG flats earmarked for D.D.A. the Association has no objection to technical inspection being carried out by D.D.A. at various stages of construction.

(15) 13 We were informed that the present proposal of D.D.A. contains a number of suggestions given by our Association in its proposal spelling out localities of involving private sector in urban development. In this connection, we would state that the proposal sent by the Association was out of their several years of rich experience and as such, the new scheme being formulated by D.D.A. should conform to the suggestions contained in our proposal. This will also facilitate to supplement the efforts of D.D.A. in meeting demands of one lakh registrants.

(16) We were informed in the meeting that pending consideration of the new scheme of D.D.A. which might take considerably long time, a pilot project on the lines of the Association's proposal will be taken up by D.D.A.

(17) 14 The members of the Association also expressed the fear that the new scheme of D.D.A. in its present form might take a long time to materialise, in the interim period, as a short term measure, developers should be allowed to develop group housing schemes on plots of various sizes so long as the proposed development is broadly fitting in the land use and zonal requirements of the Master Plan of Delhi.

(18) 15 Auction of commercial plots in D.D.A.'s various District and Community Centres is not meeting with much success due to very high reserve price which is being kept and also for various terms of auction which are very impractical and one-sided. It is, therefore,

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Rajdhani Estate Promoters & Builders Association (Regd.)
(ESTABLISHED 1971)

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NEW DELHI-110001

Ref. No.

Date :

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suggested that it is in the interest of the city and supply of built up commercial spaces if the terms of auction are made more practical and the reserve price kept low. You were kind enough to request Commissioner(Lands) to look into the Association's suggestions so that the auctioning of commercial complexes are successful.

16 We are, indeed, thankful to you for the fruitful discussions we had with you and with your team of officials on that day. With your dynamic and pragmatic approach, we hope that some practical scheme would be worked out very soon so that the stock of houses and commercial spaces in Delhi are augmented. We assure you our full cooperation and assistance in D.D.A.'s endeavour to find a solution to the chronic shortage of housing in Delhi.

Thanking you,

Yours faithfully,
for Rajdhani Estate Promoters & Builders Assn.

(Rajinder Singh)
Hon'y General Secretary

COMMENTS OF EM

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN,
TASK FORCE THEREON

REMARKS OF CHAIRMAN, TASK FORCE

(MIDNAX '81)
15/11/81 No 94/43

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ANNEXURE 'D'

**INVOLVEMENT OF PRIVATE DEVELOPERS IN
LAND ASSEMBLY, DEVELOPMENT & DISPOSAL
IN URBAN EXTENSIONS**

1. The urban extension of 24,000 ha. to accommodate a population of 40,00,000 envisaged in the "Master Plan for Delhi - Perspective 2001" will be in the form of a number of sub-cities. A typical sub-city will be of 6,000 ha. divided into 4 quarters, each of 1,500 ha., vide diagram appended.

2. The quarter sub-city will consist of 15 sectors of 100 ha. each. Out of these 15 sectors, 9 will be residential in nature and 3 each will cater to composite community and city-level requirements.

3. The residential sector of 100 ha. will provide for 5 users - residential (50 ha.), commercial (1.6 ha.), public and semi-public facilities (10 ha.), parks and utilities (16 ha.) and circulation (22.4 ha.).

4. The cost of land assembly and development for a residential sector is estimated as follows:

(a) Land assembly	-	Rs. 15.60 crores
(b) Supra-sectoral infra-structure	-	Rs. 40.00 crores
(c) Intra-sectoral infra-structure	-	Rs. 42.88 crores
(d) Super-structure	-	Rs. 101.83 crores

Total Rs. 200.31 crores

MODEL D-I

5. The residential users will consist of EWS, LIG and MIG housing, cooperative group housing society plots, land-acquisition related alternative plots, jhuggi-jhompri

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relocation plots, institutional plots and free-market housing. While EWS, LIG and MIG housing will be over a minimum of 12.5 ha., its composition and the interse allocation of land among the other residential users will be specifically determinable. Typically, it could be as follows:

(a) CGHS plots	-	15.0 ha.
(b) Alternative plots	-	5.0 ha.
(c) Relocation plots	-	5.0 ha.
(d) Institutional plots	-	2.5 ha.
(e) Free-market housing	-	10.0 ha.

6. All land assembly and supra-sectoral development and sectoral development in composite community and city-level sectors will be the responsibility of DDA. The development of residential sectors will be open to private developers, hereinafter referred to as developers.

7. The developer will be responsible for all planning and development at sectoral and infra-sectoral levels.

8. The developer will undertake the development of the residential sector on the strength of a licence given to him by DDA.

9. The selection of the licensee will be made on the basis of bids. Only those private developers will be eligible to bid for the licence who have been duly pre-qualified for the purpose by DDA according to a pre-determined criteria.

10. The tender papers will be drawn up on the lines of the Mass Housing Projects being implemented in the Bombay Metropolitan Region by CIDCO and MHADA. The papers will inter alia contain all relevant norms and parameters for planning and development in the sector. These norms and parameters will be determined specifically for each sector in accordance with felt-needs and land characteristics.

11. Each bid will be in two separate sealed envelopes, one containing the technical proposals to cover spatial plans, construction designs and output quantities on the basis of

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12. The technical bids will be opened and evaluated first, and the financial bids of only such developers will be taken up for consideration whose technical bids have been found acceptable. A major consideration in the evaluation of the financial bid will be the willingness of the developer to maximise the quantities of EWS, LIG and MIG housing and minimise the free-market housing component of the offer.

13. On the bid being accepted, the developer will pay 30% of the cost of land acquisition (after excluding the cost of land under EWS, LIG and MIG housing, CGHS plots, alternative plots, relocation plots, institutional plots and half the area of land under plots developed for public and semi-public facilities) and supra-sectoral development (proportionate to the area of the sector) as a condition precedent for grant of licence. Thereafter, he will pay the remainder of the said cost in the first and second years at the rate of 35% each. The stipulated payments will be covered by a suitable bank guarantee reckoned on an instalment basis. Further, the developer will be bound to pay the enhanced compensation for land acquisition, if any, ordered to be paid by Courts, as and when called upon to do so.

14. The developer will be free to book orders for the sale of the outputs disposable by him as soon as the licence to be issued on the basis of standard agreements to be approved by DDA, provided that the amounts received against such booking are collected in the form of demand drafts will in favour of DDA. Seventy five percent of these amounts will be adjustable by DDA towards the payments for land acquisition and supra-sectoral development as may be due, and the remaining will be transferable to the developer from time-to-time in accordance with the progress in the execution of the works.

time-to-time in accordance with the progress of execution of the works.

15. Notwithstanding what has been said at 14 above, the developer's obligation to pay to DDA the amounts due to the latter as indicated at 13 above will remain binding

16. The developer will hand over to DDA or its nominee all EWS, LIG and MIG flats, CGHS plots, alternative plots, relocation plots and institutional plots at the tendered price.

17. The developer will also hand over to DDA or its nominee at the tendered price the plots developed for public and semi-public facilities to the extent of half the area of land under such plots. The selection of plots for the purpose will be made by draw of lots.

18. The amount payable by DDA relative to 16 and 17 above will be paid in instalments linked to specific stages in the execution of the works.

18. The amount of the loan will be paid in instalments in accordance with the schedule of execution of the works.

19. The developer will transfer all roads, parks and utilities to the relevant public agencies free-of-cost. Deficiency charges due, if any, will be paid by him. Until their transfer, he will maintain the said roads, parks and utilities at his own cost.

20. The developer will be free to dispose of all open spaces and his share of facilities at

20. The developer will be free to dispose of all open-market housing stock, commercial estates and his share of the plots developed for public and semi-public facilities at his discretion subject to 13, 14 and 19 above and 21, 22 and 23 below.

21. The developer will be allowed to dispose of his share of the flats/plots/estates in proportion to his handing over to DDA of its share of flats/plots. The share of DDA will be handed over in instalments of not less than 10% of the whole.

22. All open-market sales by the developer will be on the basis of plot-by-plot transfer of land to him or his nominee by DDA on a lease-hold or free-hold basis, depending upon the prevailing policy in this regard. The transfer will be made after DDA has duly secured from the developer its proportionate share of the flats and plots. The term and conditions of transfer, particularly the amount payable,

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will be clearly spelled out in the tender papers. The transfer will be with the requisite exemption under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976.

23. The developer will hand over to DDA its share of the flats and plots within 3 years of the issue of licence and complete all development under the terms and conditions of the licence within 5 years thereof. The failure to adhere to this time limit will entitle DDA inter alia to recover a penalty at the rate of 24% per annum on the value of defaults. This provisions will be covered by a suitable bank guarantee on the scale of 10% of the total value of development.

24. The construction and other development activities undertaken by the developer will be subject to the technical inspection and approval of DDA to ensure proper quality. For this purpose, DDA may appoint construction management consultants at its discretion and cost.

25. The developer will bear full and exclusive liability for defects, as provided under law, in respect of the flats, plots and elements of infra-structure developed and handed over by him to DDA or its nominee and other public agencies.

MODEL - D-II

26. Land assembly for, and development of, composite community and city-level sectors will be the responsibility of DDA. All supra-sectoral development will also be its responsibility.

27. Land assembly for, and development of, residential sectors will be open to private developers, hereinafter referred to as developers, on the basis of an exemption under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 granted by the competent authority with reference to a No Objection Certificate issued by DDA. Where, however, the developer has assembled at least 90% of the land in a residential sector, the remaining 10% may be compulsorily acquired on his behalf to enable the assembly of land by him to be completed. The developer will deposit the full estimated cost of land as soon as his proposal for

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acquisition is accepted. He will also bind himself to pay the balance of the actual cost of land acquisition, if any, including enhanced compensation ordered to be paid by Courts.

28. The developer will also pay to DDA the cost of supra-sectoral development proportionate to the area of the sector. This he will do in two instalments of 50% each, the first being payable initially and the second 12 months thereafter. The stipulated payments will be covered by a suitable bank guarantee reckoned on an instalment basis.

29. The developer will be responsible for all planning and development at sectoral and infra-sectoral levels.

30. The residential sector will provide for the following:

(a) EWS, LIG & MIG housing	-	12.5 ha.
(b) CGHS plots	-	15.0 ha.
(c) Alternative plots	-	0.5 ha.
(d) Relocation plots	-	5.0 ha.
(e) Institutional plots	-	2.5 ha.
(f) Free market housing	-	14.5 ha.

31. The composition of social housing will be:

(a) EWS	-	5%
(b) LIG	-	50%
(c) MIG	-	45%

(This reflects the percent backlog of DDA registrants.)

32. The developer will hand over to DDA or its nominee all EWS, LIG and MIG flats at the ceiling prices fixed by HUDCO for houses financed by it for flats of comparable size.

33. The developer will also hand over to DDA at the predetermined price notified by Government of India, less 10%, all CGHS plots, alternative plots relocation plots and institutional plots and plots developed for public and semi-public facilities to the extent of half the area of land under such plots, the selection of plots for the purpose being made by draw of lots.

COMMENTS OF EM

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34. The amount payable by DDA relative to 32 and 33 above will be paid in instalments linked to specific stages in the execution of the works.

35. The developer will transfer all roads, parks and utilities to the relevant public agencies free-of-cost. Deficiency charges due, if any, will be paid by him. Until their transfer, he will maintain the said roads, parks and utilities at his own cost.

36. Subject to 27, 32, 33 and 35 above, the developer will be free to dispose of all land and development at his discretion.

37. The developer will be allowed to dispose of land and development as indicated above in proportion to his handing over to DDA of its share of flats/plots. The share of DDA will be handed over in instalments of not less than 10% of the whole.

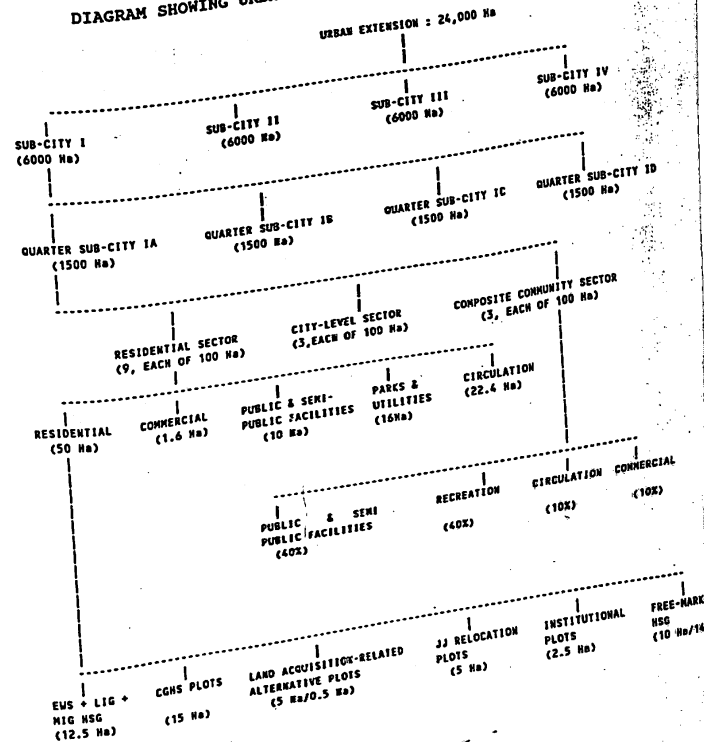
38. The developer will hand over to DDA its share of the flats and plots within 3 years of the issue of No Objection Certificate. The failure to adhere to this time limit will entitle DDA inter alia to recover a penalty at the rate of 24% per annum on the value of defaults. This provision will be covered by a suitable bank guarantee on the scale of 10% of the total value of DDA's aforesaid share.

39. The construction and other development activities undertaken by the developer in respect of sectoral and infra-sectoral common facilities and flats and plots transferable to DDA will be subject to the technical inspection and approval of DDA to ensure proper quality. For this purpose, DDA may appoint construction management consultants at its discretion and cost.

40. The developer will bear full and exclusive liability for defects, as provided under law, in respect of the flats, plots and elements of infra-structure developed and handed over by him to DDA or its nominees and other public agencies.

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DIAGRAM SHOWING URBAN EXTENSION STRUCTURAL HIERARCHY



COMMENTS OF EM

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN, TASK FORCE THEREON

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(MIDNAX '01 1754 NO 94/43)

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(APPENDIX 'P' IN ITEM NO 94/93)

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN,
TASK FORCE THEREON

COMMENTS OF EM

REMARKS OF CHAIRMAN, TASK FORCE

TABLE - 11: VENNISE BREAKUP OF DISPOSABLE AREA - MODEL V-1										
USE	GROSS AREA	DISPOSABLE AREA	PER ACRE	01-02						
				00-01	01-02	02-03	03-04	04-05	TOTAL AREA	
1	2	3	4	5	6	7	8	9	10	
1A.1	COOPERATIVE HOUSING	15,000	15,000	1,500	0,000	15,000	0,000	0,000	0,000	15,000
2A.2	NON HOUSING	12,500	0,625	0,500	0,000	0,000	0,250	0,000	0,000	0,625
	MLG		6,250	1,250	0,000	0,000	5,125	0,000	0,000	6,250
3A.3	INSTITUTIONAL HOUSING	2,500	2,500	1,250	0,000	2,500	0,000	0,000	0,000	2,500
4A.4	RECREATION	5,000	5,000	0,500	0,000	5,000	0,000	0,000	0,000	5,000
5A.5	ALTERNATIVE PLANTS	5,000	5,000	1,000	0,000	5,000	0,000	0,000	0,000	5,000
6A.6	PUBLIC & SEMI PUBLIC (for Mass)	5,000	5,000	5,000	0,000	5,000	0,000	0,000	0,000	5,000
TOTAL FOR NON		45,000	45,000	0,000	22,500	22,500	0,000	0,000	0,000	45,000
9A.1	UTILITIES & PARKS	16,000	16,000	0,000	0,000	16,000	0,000	0,000	0,000	16,000
9A.2	CIVILIZATION	22,400	22,400	0,000	0,000	22,400	0,000	0,000	0,000	22,400
9A.3	FREE MARKET HOUSING	10,000	10,000	4,000	0,000	10,000	0,000	0,000	0,000	10,000
9A.4	COMMERCIAL	1,600	1,600	4,000	0,000	1,600	0,000	0,000	0,000	1,600
9A.5	PUBLIC & SEMI PUBLIC (for Residents)	5,000	5,000	1,000	0,000	5,000	0,000	0,000	0,000	5,000
TOTAL		16,000	16,000	0,000	0,000	16,000	0,000	0,000	0,000	16,000
GRAND TOTAL		100,000	100,000	0,000	22,500	22,500	0,000	0,000	0,000	100,000

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TABLE 2: DISCOUNTED REVENUE FROM DISPOSAL OF LAND : MODEL D-1

USE CODE	USE	00-01	01-02	02-03	03-04	04-05	SALEABLE TOTAL AREA
1	2	3	4	5	6	7	
A1.1	COOPERATIVE HOUSING	0.000	26.647	0.000	0.000	0.000	26.647
A1.2	DDA HOUSING						
	DMS	0.000	0.000	0.370	0.000	0.000	0.370
	LIG	0.000	0.000	5.552	0.000	0.000	5.552
	HIG	0.000	0.000	8.327	0.000	0.000	8.327
A1.3	INSTITUTIONAL HOUSING	0.000	3.701	0.000	0.000	0.000	3.701
A1.4	RELOCATION	0.000	2.961	0.000	0.000	0.000	2.961
A1.5	ALTERNATIVE PLOTS	0.000	0.000	8.802	0.000	0.000	8.802
D1.0	PUBLIC & SEMI-PUBLIC (BY DDA)	0.000	0.000	1.927	0.000	0.000	1.927
TOTAL FOR DDA		0.000	33.309	24.977	0.000	0.000	58.287
D1.1	UTILITIES & PARKS	0.000	0.000	0.000	0.000	0.000	0.000
D4.0	CIRCULATION	0.000	0.000	0.000	0.000	0.000	0.000
A1.6	FREE MARKET HOUSING	0.000	0.000	0.000	0.000	47.373	47.373
DA	COMMERCIAL	0.000	0.000	0.000	0.000	7.560	7.560
D1.0	PUBLIC & SEMI-PUBLIC (BY DEVELOPER)	0.000	0.000	5.922	0.000	0.000	5.922
TOTAL		0.000	0.000	5.922	0.000	54.953	60.875
GRAND TOTAL		0.000	33.309	30.899	0.000	54.953	119.161

REMARKS OF CHAIRMAN, TASK FORCE

COMMENTS OF EM

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN,
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(ATTENDANCE OF 15th Nov 94/43)

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TABLE - 3: DISCOUNTED EXPENDITURE ON CONSTRUCTION OF FLATS AND OTHER ESTATES : MODEL D-1

USE CODE	USE	PLINTH AREA RATE/SQ.MTR. PLINTH AREA		00-01	01-02	02-03	03-04	04-05	SALEABLE TOTAL AREA
1	2	3	4	5	6	7	8	9	
A1.2	DDA HOUSING								
	EMS	30.000	3100.000	0.75	0.75	0.53	0.00	0.00	2.03
	LIG	50.000	3100.000	5.00	7.00	7.38	0.00	0.00	19.38
	MIG	65.000	3600.000	5.00	6.00	7.42	0.00	0.00	18.42
	TOTAL			10.75	13.75	15.33	0.00	0.00	39.83
A1.6	FREE MARKET HOUSING	100.000	4500.000	10.80	10.80	10.80	10.80	10.80	54.00
M	COMMERCIAL	100.000	5000.000	1.60	1.60	1.60	1.60	1.60	8.00
	TOTAL			12.40	12.40	12.40	12.40	12.40	62.00
	GRAND TOTAL			23.15	26.15	27.73	12.40	12.40	101.83

REMARKS OF CHAIRMAN, TASK FORCE

COMMENTS OF EM

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN,
TASK FORCE THEREON

(M/ENDX 5.8.72 15th Nov 94/43)

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TABLE - 4A: DISCOUNTED REVENUE FROM DISPOSAL FLATS AND OTHER ESTATES BY DDA : MODEL D-1

USE CODE	USE	FAR	AVERAGE COST OF FLAT/RATE PSM FAR	00-01	01-02	02-03	03-04	04-05	SALEABLE TOTAL AREA
1	2	3	4	5	6	7	8	9	10
A1.2	DDA HOUSING								
	RES	30.000	130000.000	0	0	2.86	0	0	2.86
	WIC	50.000	240000.000	0	0	30.00	0	0	30.00
	WIC	65.000	410000.000	0	0	32.39	0	0	32.39
				0	0	65.25	0	0	65.25
	TOTAL								

TABLE - 4B: DISCOUNTED REVENUE FROM DISPOSAL FLATS AND OTHER ESTATES BY DEVELOPER : MODEL D-1

USE CODE	USE	FAR	AVERAGE COST OF FLAT/RATE PSM FAR	00-01	01-02	02-03	03-04	04-05	SALEABLE TOTAL AREA
1	2	3	4	5	6	7	8	9	10
A1.6	PRSE MARETHABUNG	100.000	10000.000	24.00	24.00	24.00	24.00	24.00	120.00
A4	COMMERCIAL	100.000	20000.000	6.40	6.40	6.40	6.40	6.40	32.00
				30.40	30.40	30.40	30.40	30.40	152.00
	TOTAL								

Commissioner (LD) may kindly refer Director (CL)'s

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TABLE 5A: CASH FLOW POSITION : MODEL D-1

TABLE 5A: CASH FLOW POSITION : MODEL D-1							
YEAR	DISCOUNTED COST OF INTRA DEVELOPMENT ALTERNATIVE PLOTS	DISCOUNTED DEV. DEVELOPER PAYS COST FOR SUPRA DISCOUNTED FORSECTORAL DEV. ACB.COST TO PAID TO DDA BY DDA DEVELOPER	LAND ACQUISITION COST FOR DDA	TOTAL PROJECT DEVELOPMENT COST (2+3+5)	ESTI.DISC. REVENUE FROM LAND DISPOSAL		
	1	2	3	4	5	6	7
BEFORE 00-01					15.600	15.600	0.000
00-01	8.000	12.000	2.574			20.000	33.309
01-02	10.880	14.000	3.003			24.880	30.899
02-03	8.000	14.000	3.003			22.000	0.000
03-04	8.000					8.000	54.953
04-05	8.000					8.000	
	42.880	40.000	8.580		15.600	98.480	119.161

DISCOUNTED DEVELOPMENT COST

DEPARTMENTAL CHARGES 2.112
+ ADMINISTRATIVE CHARGES 8.72
+ CONTINGENCIES CHARGES 8.57

98.480

20.651

119.161

1184.330

RATE/SG.MTR.

CONTD....

YEAR	DISCOUNTED EXPENDITURE ON CONST. BY DEVELOPER	TOTAL EXPND. BY DEVELOPER	TOTAL EXPND. BY DDA	DELHI DEVELOPMENT AUTHORITY				TOTAL DDA RECOVERIES
		(2+3+4+8)	(3+5)	RECOV. FROM DEV. LAND	RECOV. FROM CONST. FLATS	RECOV. FROM PVT. DEVELOPER		
		8	9	10	11	12	13	14
BEFORE 00-01			15,600					14,574
00-01	23,150	45,724	12,600	0,000	0,000	14,574		50,312
01-02	26,150	54,033	14,600	33,309	0,000	17,003		107,230
02-03	27,730	52,733	14,600	24,977	65,250	17,003		0,000
03-04	12,400	20,400	0,000	0,000	0,000	0,000		0,000
04-05	12,400	20,400	0,000	0,000	0,000	0,000		
	101,830	193,290	55,600	58,287	65,250	48,580		172,117

YEAR	PRIVATE		DEVELOPER	
	RECOV. FROM DEV. LAND	RECOV. FROM CONST. FLATS/SHOPS	RECOV. FROM DDA	TOTAL DEVELOPER'S RECOVERIES
	15	16	17	18
BEFORE 00-01				
00-01	0,000	30,400	10,750	41,150
01-02	0,000	30,400	40,397	70,797
02-03	5,922	30,400	44,857	81,179
03-04	0,000	30,400	0,000	30,400
04-05	54,953	30,400	0,000	85,353
	60,875	152,000	96,005	308,879

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN,
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TABLE 5B: CASH FLOW POSITION: MODEL D-1

YEAR	CASH FLOW OF DCA					
	TOTAL OUTFLOW BY DDA	TOTAL INFLOW FOR DDA	NET CASH FLOW	CUMULATIVE CASH FLOW	INT. OUTFLOW @ 18% DISCOUNTED VALUE WHEN NET OUTFLOW OF AMOUNT IN INT. INFLOW @ 13% WHEN NET FLOW	OF AMOUNT IN PREVIOUS COL.
	1	2	3	4	5	6
BEFORE 00-01						-1.404
00-01		15.600	0.000	-15.600	-15.600	-3.044
01-02		22.750	14.574	-8.176	-23.776	-3.353
02-03		54.397	50.312	-4.085	-27.861	-0.303
03-04		58.857	107.230	48.373	20.512	1.451
04-05		0.000	0.000	0.000	20.512	1.246
		0.000	0.000	0.000		-5.406
	151.605	172.117	20.512			
				TOTAL CASH FLOW	15.406	

YEAR	CASH FLOW OF PVT. DEVELOPER					
	TOTAL OUTFLOW BY DEVELOPER	TOTAL INFLOW FOR DEVELOPER	NET CASH FLOW	CUMULATIVE CASH FLOW	INT. OUTFLOW @ 18% DISCOUNTED VALUE WHEN NET OUTFLOW OF AMOUNT IN INT. INFLOW @ 13% WHEN NET FLOW	OF AMOUNT IN PREVIOUS COL.
	1	2	3	4	5	6
BEFORE 00-01						0.000
00-01		0.000	0.000	0.000	0.000	-1.480
01-02		60.298	41.150	-19.148	-19.148	-2.558
02-03		71.036	70.797	-0.239	-19.387	-1.558
03-04		69.736	81.179	11.443	-7.943	-0.424
04-05		20.400	30.400	10.000	2.057	2.146
		20.400	85.353	64.953	67.009	4.592
	241.870	308.879	67.009			-3.875
				TOTAL CASH FLOW	63.134	

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TABLE - 6: TENURE BREAKUP OF DISPOSABLE AREA: MODEL D-11

USE CODE	USE	GROSS AREA	DISPOSABLE RATIO/RATE	00-01	01-02	02-03	03-04	04-05	SCALEABLE
1	2	3	4	5	6	7	8	9	10
AREA	PER ACRE								TOTAL AREA
A1.1	COOPERATIVE HOUSING	15,000	15,000	1,500	0,000	15,000	0,000	0,000	15,000
A1.2	DOA HOUSING	12,500							
	ENS		0.625	0,500	0,000	0,000	0.625	0,000	0.625
	LIG		6,250	0,750	0,000	0,000	6,250	0,000	6,250
	MIG		5,625	1,250	0,000	0,000	5,625	0,000	5,625
A1.3	INSTITUTIONAL HOUSING	2,500	2,500	1,250	0,000	2,500	0,000	0,000	2,500
A1.4	RELOCATION	5,000	5,000	0,500	0,000	5,000	0,000	0,000	5,000
A1.5	ALTERNATIVE PLOTS	0,500	0,500	1,000	0,000	0,000	0,500	0,000	0,500
D1.0	PUBLIC & SEMI PUBLIC (BY DOA)	5,000	5,000	15,400,000	0,000	0,000	5,000	0,000	5,000
	TOTAL FOR DOA	40,500	40,500	0,000	22,500	18,000	0,000	0,000	40,500
D1.1	UTILITIES & PARKS	16,000	16,000	0,000	0,000	4,000	0,000	6,000	16,000
D1.0	CIRCULATION	22,400	22,400	0,000	0,000	0,000	0,000	0,000	22,400
A1.6	FREE MARKET HOUSING	14,500	14,500	4,000	0,000	0,000	0,000	14,500	14,500
A4	COMMERCIAL	1,600	1,600	4,000	0,000	0,000	0,000	1,600	1,600
D1.0	PUBLIC & SEMI PUBLIC (BY DEVELOPER)	5,000	5,000	1,000	0,000	0,000	5,000	0,000	5,000

TABLE 7: DISCOUNTED REVENUE FROM DISPOSAL OF LAND : MODEL D-11

USE CODE	USE	01-02	02-03	03-04	04-05	SALEABLE	TOTAL AREA
1	2	6	7	8	9	10	
A1.1	COOPERATIVE HOUSING	0.000	23.909	0.000	0.000	0.000	23.909
A1.2	BDH HOUSING	0.000	0.000	0.332	0.000	0.332	0.332
	EHS	0.000	0.000	4.981	0.000	4.981	4.981
	LIG	0.000	0.000	7.471	0.000	7.471	7.471
	MIG	0.000	0.000	0.000	0.000	0.000	0.000
A1.3	INSTITUTIONAL HOUSING	0.000	3.321	0.000	0.000	0.000	3.321
A1.4	RELOCATION	0.000	2.657	0.000	0.000	0.000	2.657
A1.5	ALTERNATIVE PLOTS	0.000	0.000	0.819	0.000	0.819	0.819
D1.0	PUBLIC & SEMI PUBLIC (BY DBA)	0.000	0.000	1.927	0.000	1.927	1.927
TOTAL FOR DBA		0.000	29.888	15.530	0.000	0.000	45.416
D1.1	UTILITIES & PARKS	0.000	0.000	0.000	0.000	0.000	0.000
D4.0	CIRCULATION	0.000	0.000	0.000	0.000	0.000	0.000
A1.6	FREE MARKET HOUSING	0.000	0.000	0.000	6.801	6.801	6.801
A4	COMMERCIAL	0.000	0.000	0.000	0.000	0.000	0.000
D1.0	PUBLIC & SEMI PUBLIC (BY DEVELOPER)	0.000	0.000	5.313	0.000	5.313	5.313
TOTAL		0.000	0.000	5.313	0.000	0.000	73.745
GRAND TOTAL		0.000	29.888	20.843	0.000	68.432	119.161

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(APPENDIX 'P') ITEM NO 94/43

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN,
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REMARKS OF CHAIRMAN, TASK FORCE

USE CODE	USE	PLINTH AREA RATE AS PER HUDCO	00-01	01-02	02-03	03-04	04-05 : SALEABLE	TOTAL AREA
A1.2	DDA HOUSING	EWS	22000.000	0.145	0.145	0.194	0.00	0.48
		LIG	50000.000	1.875	1.875	2.500	0.00	6.25
		MIG	175000.000	4.148	4.148	5.530	0.00	13.83
		TOTAL		6.17	6.17	8.22	0.00	20.56
A1.6	FREE MARKET HOUSING		100.000	15.66	15.66	15.66	15.66	78.30
		COMMERCIAL	100 %	1.60	1.60	1.60	1.60	8.00
		TOTAL		17.26	17.26	17.26	17.26	86.30
		GRAND TOTAL		23.43	23.43	25.48	17.26	106.86

TABLE - 8: DISCOUNTED EXPENDITURE ON CONSTRUCTION OF FLATS AND OTHER ESTATES : MODEL D-II

TABLE - 9A: DISCOUNTED REVENUE FROM DISPOSAL FLATS AND OTHER ESTATES BY D.D.A. = MODEL D-11

USE CODE	USE	RATE (COST OF CONST. +31+72+11%)	00-01	01-02	02-03	03-04	04-05	SALEABLE TOTAL AREA
1	2	3	4	5	6	7	8	
A1.2	DDA HOUSING							
	EWS	26620.000	0	0	0.59	0	0	0.59
	LIG	60500.000	0	0	7.56	0	0	7.56
	HIG	211750.000	0	0	16.73	0	0	16.73
TOTAL			0	0	24.88	0	0	24.88

TABLE - 9B: DISCOUNTED REVENUE FROM DISPOSAL FLATS AND OTHER ESTATES BY DEVELOPER = MODEL D-11

USE CODE	USE	FAR	AVERAGE COST OF FLAT/RATE PSM FAR	00-01	01-02	02-03	03-04	04-05	SALEABLE TOTAL AREA
1	2	3	4	5	6	7	8	9	
A1.6	FREE MARKET HOUSING	100.000	10000.000	34.80	34.80	34.80	34.80	34.80	174.00
A4	COMMERCIAL	100 %	20000.000	6.40	6.40	6.40	6.40	6.40	32.00
TOTAL				41.20	41.20	41.20	41.20	41.20	206.00

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TABLE 10A: CASH FLOW POSITION : MODEL D-11

YEAR	DISCOUNT COST OF INTRA DEVELOPMENT FOR ALTERNATIVE PLOTS	DISCOUNT DEV. DEVELOPER PAYS COST FOR SUPRA DISCOUNTED LAND SECTORAL DEV. ACQ. COST TO PAID TO DDA BY DDA DEVELOPER	LAND ACQUISITION COST FOR DDA	TOTAL PROJECT DEVELOPMENT COST	ESTI. DISC. REVENUE FROM LAND DISPOSAL
1	2	3	4	5	6
				(2+3+4)	7
PERIOD 00-01					
00-01					
01-02	8.000	20.000	15.600	1.560	43.600
02-03	10.880 *	20.000			30.880
03-04	8.000				8.000
04-05	8.000				8.000
	8.000				8.000
	42.880	40.000	15.600	1.560	98.480
					119.161

* THIS INCLUDES COST OF INTERNAL DEVELOPMENT FOR ALTERNATIVE PLOTS

DISCOUNTED DEVELOPMENT COST	98.480
DEPARTMENTAL CHARGES @ 11%	20.681
+ ADMINISTRATIVE CHARGES @ 7%	
+ CONTEGENCIES CHARGES @ 3%	
	119.161
RATE/SQ. MTR.	1062.610

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ANNEXURE 'E'

INVOLVEMENT OF PRIVATE DEVELOPERS IN LAND
ASSEMBLY, DEVELOPMENT AND DISPOSAL IN
PROXIMATE LAND POCKETS

1. The land pocket will be notified as a Development Area under the provisions of section 12(1) of the Delhi Development Act, 1957.
2. A detailed development plan will be prepared by DDA.
3. The land required for supra-layout infra-structure, including circulation and parks and utilities, will be acquired and developed by DDA.
4. The land required for EWS, LIG and MIG housing, CGHS plots, alternative plots, relocation plots, institutional plots and 50% of the area under public and semi-public facilities will also be acquired and developed by DDA.
5. The remaining land will be left available for development and disposal under private aegis in accordance with the development plan aforesaid.
6. Private development will be on the basis of development permission accorded by DDA and ULC clearance given by the competent authority in consultation with DDA.
7. The development permission will entail payment by the developer of a development charge to cover the cost of unsaleable acquired land, development of supra-layout infra-structure, subsidy involved, if any, in the disposal of plots, LIG and MIG housing, CGHS plots, alternative plots, relocation plots, institutional plots and public and semi-public facilities plots, and a reasonable service-charge.
8. The development charge will be revisable annually to reflect both actual and estimated increases in the costs comprising it on account of price rise, etc.

COMMENTS OF EM

REMARKS OF CHAIRMAN, TASK FORCE

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN,
TASK FORCE THEREON

1. Commissioner (LD) may kindly refer Director (CL)'s U.O. No. F.100(2)/92/CL dated 26.4.93 and subsequent U.O. of even number 1714 dated 7.5.93 in connection with the

As a tool of strategy formulation, SWOT analysis is founded on the notion that what is good for General Motors is good for America. It is, therefore, widely used in business circles. It is, however, only a descriptive tool.

(MRDAX 'E' in 1714 NO 94/43)

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TABLE 10B: CASH FLOW POSITION: MODEL D-11

YEAR	CASH FLOW OF DDA				INT. OUTFLOW @ 18% DISCOUNTED VALUE WHEN NET OUTFLOW OF AMOUNT IN INT. INFLOW @ 13% PREVIOUS COL. WHEN NET FLOW	
	TOTAL OUTFLOW BY DDA	TOTAL INFLOW FOR DDA	NET CASH FLOW	CUMULATIVE CASH FLOW	5	7
1	2	3	4	5	6	7
BEFORE 00-01	0.000	0.000	0.000	0.000	0.000	0.000
00-01	27.728	21.560	-6.168	-6.168	-0.555	-0.477
01-02	47.686	49.886	2.200	-3.967	-0.967	-0.713
02-03	25.438	40.407	0.000	11.002	0.259	0.164
03-04	0.000	0.000	0.000	11.002	1.430	0.778
04-05	0.000	0.000	0.000	11.002	1.430	0.668
	100.851	111.853	11.002	11.422		0.421
TOTAL CASH FLOW						

YEAR	CASH FLOW OF PVT. DEVELOPER				INT. OUTFLOW @ 18% DISCOUNTED VALUE WHEN NET OUTFLOW OF AMOUNT IN INT. INFLOW @ 13% PREVIOUS COL. WHEN NET FLOW	
	TOTAL OUTFLOW BY DEVELOPER	TOTAL INFLOW FOR DEVELOPER	NET CASH FLOW	CUMULATIVE CASH FLOW	5	7
1	2	3	4	5	6	7
BEFORE 00-01	0.000	0.000	0.000	0.000	0.000	0.000
00-01	88.588	47.368	-41.220	-41.220	-3.710	-3.186
01-02	74.308	68.886	-5.422	-46.642	-7.908	-5.833
02-03	33.484	71.951	38.467	-8.175	-5.895	-3.735
03-04	25.260	41.250	15.990	7.765	-0.435	-0.237
04-05	25.260	109.632	84.372	92.137	6.494	3.035
	246.899	339.006	92.137	82.181		-9.957
TOTAL CASH FLOW						

COMMENTS OF EM

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ANNEXURE 'E'

INVOLVEMENT OF PRIVATE DEVELOPERS IN LAND
ASSEMBLY, DEVELOPMENT AND DISPOSAL IN
PROXIMATE LAND POCKETS

1. The land pocket will be notified as a Development Area under the provisions of section 12(1) of the Delhi Development Act, 1957.
2. A detailed development plan will be prepared by DDA.
3. The land required for supra-layout infra-structure, including circulation and parks and utilities, will be acquired and developed by DDA.
4. The land required for EWS, LIG and MIG housing, CGHS plots, alternative plots, relocation plots, institutional plots and 50% of the area under public and semi-public facilities will also be acquired and developed by DDA.
5. The remaining land will be left available for development and disposal under private aegis in accordance with the development plan aforesaid.
6. Private development will be on the basis of development permission accorded by DDA and ULC clearance given by the competent authority in consultation with DDA.
7. The development permission will entail payment by the developer of a development charge to cover the cost of unsaleable acquired land, development of supra-layout infra-structure, subsidy involved, if any, in the disposal of EWS, LIG and MIG housing, CGHS plots, alternative plots, relocation plots, institutional plots, public and semi-public facilities plots, and a reasonable service-charge.
8. The development charge will be revisable annually to reflect both actual and estimated increases in the costs comprising it on account of price rise, etc.

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(APPENDIX 'P' To ITEM NO 94/93)

COMMENTS OF ENGINEER MEMBER ON REPORT & REMARKS OF CHAIRMAN,
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COMMENTS OF EM

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1. Commissioner (LD) may kindly refer Director (CL)'s U.O.No.F.100(2)/92/CL dated 26.4.93 and subsequent U.O. of even number 1714 dated 7.5.93 in connection with the subject cited above. Before any comments are offered on the 3 models presented in the report of Task Force for involvement of private builders in land assembly, development of land and its disposal, the basic purpose/objective behind this exercise needs to be analysed and understood in the right perspective. The basic objective of involving the private sector in the functions hitherto being performed by the DDA, obviously, is to supplement the effort of DDA in the areas where it is not able to achieve the required results on its own due to various reasons. To be able to formulate any policy towards achieving this objective, what is required in the first instance is to identify and analyse the strengths and weaknesses of the organisation, so that weak areas of the organisation can be utilised to the full potential. Unless such an analysis, commonly known as the "SWOT ANALYSIS" (Strengths, Weaknesses, Opportunities and Threats Analysis) is done, the formulation of policy proposal can go haywire and may even prove to be against the interest of the organisation, as the present proposals would indicate.

As a tool of strategy formulation, SWOT Analysis is founded on the notion : "What is good for General Motors is good for America". It is, therefore, widely used in private organisations whose main, if not only, objective is to safeguard and promote corporate interests. The role, functions and activities of public organisations, however, have to be determined with reference to supra-organisational interests and priorities. Accordingly, they have to develop their strengths and address their weaknesses to subserve these wider interests and priorities, not to pander to them. If there is a contradiction between the strengths and weaknesses of a public organisation and its ordained role, functions and activities, it is the latter that must prevail. The National Housing Policy requires public agencies, such as DDA, not to build houses but to facilitate housing and related development in the private and self-help sectors by providing assistance with regard to land and infra-structure, among other things. In this context, to expect private developers to provide land and supra-sectoral infra-structure so that the DDA can develop residential sectors on that basis would amount to standing the National Housing Policy on its head, for DDA would then be building houses and the private developers would be facilitating that process. Clearly, that is not acceptable. Moreover, it is not only prescription but also practice which refutes the

One of the weakest areas of DDA, at present, is the lack of financial resources for acquisition of land. Similarly, another weak point of DDA is the fact that it has to depend upon the other agencies like DESU, DMS & SDU and Delhi Admn. etc. for providing essential infrastructure facilities like water, electricity, sewerage etc. On the other hand, the area where adequate resources are available, or in other words, the strength of the department is the availability of fulfilled and well-equipped Architectural, Planning and Engineering wings. Looked in this background, the proposal formulated by the Task Force, especially the proposal under Model D-1, is totally lopsided and against the interest of DDA, as it envisages the land acquisition and providing of infrastructure by DDA, which already are the DDA's main problems, and most of the detailed planning, designing and construction by the private developers, which can and should be handled by the DDA itself through the manpower resources already available with it. The basic thrust of any proposal for involving the private builders should be that builders provide the resources for acquisition of land so that enough land becomes available to the Planners and Engineers of DDA for speeding up and increasing the production. More production, obviously, would mean more revenue for the DDA and, in the process, part of the land so acquired can also be developed and disposed by the private builders as a positive contribution in the overall development of capital city.

role-reversal suggested here. There is no known example of private developers providing land and infrastructure for public agencies to build super-structures anywhere in the country. Be it Haryana or Uttar Pradesh or Gujarat or Maharashtra or Tamil Nadu, while not requiring private developers to provide land to public agencies, the latter have invariably assumed responsibility for providing supra-sectoral infra-structure.

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In addition to the basic issues detailed above, a few specific provisions in the proposals submitted by the Task Force, which apparently appear to be against the interest of the department, are as follows:

A. MODEL D-1

2. Para - 6 :

In view of the reasons explained in the foregoing paras, DDA should not take the responsibility of land assembly, supra-sectoral and sectoral development in composite community and city level sectors, as these already are the problem areas for the DDA on account of lack of finances for land acquisition and dependence on other agencies for making the essential infrastructure available.

3. Para - 13:

The developer must make full investment towards the cost of land acquisition. Reimbursement in instalments will not solve the DDA's problem of scarcity of finances for land acquisition. Moreover, once the land is handed over to the developer on part payment, it may become difficult to recover the balance money and will lead to litigation.

This is unacceptable in view of what has been stated above.

In their representation, the private developers had suggested payment for land in six annual instalments of 15%, 15%, 15%, 15%, 20% and 20%. This was found unacceptable and the report suggested payment for land in three annual instalments of 30%, 35% and 35%. It would not be realistic to expect the private developer to pay the entire cost of land acquisition in one lump sum before being given access to the land. To insist on this would frustrate the efforts to involve private developers in land assembly, development and disposal, which is presumably not the

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5. Para - 16:

The arrangement, that the developer will construct and hand over EWS, LIG and MIG flats to DDA for allotment by DDA to the registrants, will create problems for the department. As the allotment will be made by the DDA, it is the DDA which will be answerable for the quality/performance of the houses, while the construction will not be done under the direct supervision of DDA. Under such circumstances, DDA may have to bear the brunt of public criticism/complaints for the work done by the developers. It will not be possible for the DDA's Engineering Wing to take any responsibility regarding the quality/performance of construction work not carried out under its own supervision/control.

booked with reference to the land in case the private developer chooses to withdraw from the arrangement for one reason or another. The fear that DDA will become liable for defects as a result of this procedure is misconceived. The provision at Sr. No.25 may be seen. It places exclusive liability on the private developer for defects in respect of all works executed by him.

The apprehension expressed here is ill-founded. As will be seen from the provision at Sr.No.24, the construction and other development activities undertaken by the private developer are subject to the technical inspection and approval of DDA to ensure proper quality. There is no reason, therefore, as to why acceptable quality cannot be ensured. In any case, as has been made clear at Sr. No.25, the liability for defects rests exclusively with the private developer. The whole matter has also to be viewed in the context of the fact that DDA is not exactly renowned for the quality of its construction under the existing dispensation. The record of the private sector in this regard is widely perceived as being better than that of DDA.

6. Para - 24 :

The provision under this para, of the construction and development activities of the developer being subject to the technical inspection and approval of DDA through Construction Management Consultant, will hardly be of any use as we shall have no direct control on the work being done by the developer.

The appointment of Construction Management Consultants for the technical inspection and approval of work is not mandatory. It has been suggested only as an option. It would not be correct, however, that the employment of Construction Management Consultants would be of no use in ensuring proper quality in work. Both CIDCO and MHADA have employed Construction Management Consultants in the Bombay Metropolitan Region for their projects with notably good results.

7. Para - 25 :

The provision that the developer will bear liability for defects in respect of flats and other elements of construction/development handed over by him to DDA, can, in no way, guarantee the quality of work. As already mentioned earlier, it is the DDA which will have to face the public criticism in case of poor quality of construction.

The guarantee as regards the quality of work lies not in the provision regarding defect liability at Sr. No.25 but in the provision regarding technical inspection and approval by DDA at Sr. No.24. Moreover, we are here concerned not with any private developer but with a pre-qualified private developer of considerable standing, vide Sr. No.9. He has a reputation at stake because, unlike DDA, he is to compete in an open market. World-wide experience shows that quality is the function of competition in the market place. It would be wrong to assume that the private developer, especially a hand-picked one with a reputation at stake, would be less sensitive to the need to ensure proper quality of work than DDA engineers.

B. MODEL D-II.

B. Para - 26 :

DDA should not take the responsibility of providing essential infrastructural facilities for which it is dependent on other agencies.

Please see remarks at Sr. No. 1 above.

9. Para - 32 :
Comments same as for para 16 above.
10. Para - 39 :
Comments same as for para 24 above.
11. Para - 40 :
Comments same as for para 25 above.
- C. MODEL - E
12. Para - 3 :
Comments same as for para 26 above.
13. Para - 7 :

It will have to be ensured that DDA's money does not remain blocked for long periods by way of delay in payment of the 'development charge' by the developer.

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Please see remarks at Sr. No. 5 above.

Please see remarks at Sr.No. 6 above.

Please see remarks at Sr. No. 7 above.

Please see remarks at Sr. No. 1 above.

Model - E has been recommended for proximate land pockets so that DDA's investment remains relatively small and, even if its recovery by way of development charges is slow, the financial burden is not unbearable.

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14. It would be seen from the detailed comments given above that none of the models suggested in the report is such that would offer relief to the DDA in its problem areas as well as utilise the strengths of DDA. A rough outline of a model which may be more suitable for

S.No. Item

Model

1. Land Assembly

This should be by a private developer as proposed in Model D-II.

2. Development

i) Planning

a) By DDA at super sectoral levels for the entire area to be developed.

b) By DDA at sectoral levels for the area to be developed by it to meet with its social obligations to provide community facilities and commitment towards the housing/plot registrants.

c) Private developers within the sector for the area to be retained, developed and disposed by him in the open market.

The alternative model proposed here is fundamentally misconceived, vide remarks at Sn No.1 above. It is, therefore, not acceptable.

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- ii) Supra-sectoral infrastructure To be provided by private developer after obtaining approval from local bodies like DWS & SDU and DESU.
- iii) Sectoral infra-structural and common services and facilities (PSPF, Parks and utilities and circulation). By private developers/DDA.
- iv) Layout infra-structure and common services and facilities. By private developer/DDA.
- v) Super-structure (Residential and Commercial) By private developers/DDA.

3. Disposal

i) Residential

DDA to dispose of social housing flats and CGHS plots, alternative plots, relocation plots and institutional plots, developed by it according to prevailing policies and procedure and private developer to be free to dispose of what he develops.

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- | | |
|---|---|
| ii) Commercial | Private developer to dispose of plots/estates developed by him. Rest by D.D.A. |
| iii) Public and semi-public facilities. | DDA to dispose of plots developed by it according to prevailing policies and procedure and private developer to be free to dispose of what he develops. |
| iv) Parks and utilities | Parks and utilities to be maintained and handed over by DDA to the relevant agencies free of cost. |
| v) Circulation | Private developer to hand over to relevant agencies free of cost. |

COMMENTS OF FINANCE MEMBER ON REPORT & REMARKS OF CHAIRMAN,
TASK FORCE THEREON

COMMENTS OF FM

REMARKS OF CHAIRMAN, TASK FORCE

1. Regarding point 26, it will be better if a comparative chart is prepared indicating the items of work to be performed by the different agencies i.e. DDA and the private developers as regards the extent of land assembly, supra sectoral infrastructure, intra sectoral infrastructure and the super structure. The same should also be exhibited on a mini lay out plan.
2. In model 2, the idea seems that all of the land for the residential sectors is to be acquired and developed by the private developers with their own cost except the supra sectoral development which will be taken up by DDA and the proportionate cost thereof will be recoverable as per item 28. It has to be considered whether the land cost of other sectors can be fully recoverable by DDA from the disposal of the same by DDA.
3. As per item No.32, the developers shall hand over to the DDA all the flats at the ceiling prices fixed by HUDCO. No such ceiling will be applicable on DDA housing which are to be constructed by DDA. As such the ceiling at HUDCO prices may create a marketing problem for DDA for its own houses.

A comparative chart has already been prepared and circulated, vide copy appended hereto.

The Report merely incorporates the urban extension sectoral hierarchy indicated by the Commissioner (Planning) in his draft proposals regarding urban extension strategy. According to these proposals, out of 15 sectors comprising a Quarter Sub City, there will be three City Level Sectors and three Composite Community Sectors and they will pay for themselves.

The apprehension is ill-founded. The HUDCO ceiling prices referred to at Sr. No.32 are for purchase of flats by DDA from the private developer, not their sale to the allottees. DDA will be quite free to sell the said flats to the allottees according to its own pricing policy.

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: 2 :

4. The pre-determined rates according to model 2 have been worked out for a particular sector which may not hold good if the pre-determined rates are fixed for all categories of land for the project as a whole or for a quarter thereof comprising of 1500 hectares of land.

5. As per item 25 all roads, parks and utility will be transferred by the developers at free of cost to the municipalities. It should relate to the residential sectors only as DDA's part of these services will be transferable by DDA alone.

6. From the cashflow statement of model 2, table 10(B), it can be seen that there is a net cashflow of 11.422 with DDA and net positive cashflow 82.181 for the private developers. In other terms from the implementation of the project DDA is gaining 11.422 whereas the private developers are gaining 82.181. It has, therefore, to be seen whether DDA saves an equal amount either on account of interest on its investments or on account of exploitation of its manpower else where atleast to the extent of 82.181 crores being net positive cashflow of the private developers. It has, therefore, also to be seen that DDA's manpower are not under utilised because of a major part of workload being loaded over to the private developers.

This is not correct, vide clarification at Sr.No.2 above.

The reference here is apparently to Sr.No.35 in Annexure 'D' of the Report, and not to Sr. No.25 therein. The assumption is correct. This, as all other provisions of Model D-II, relate only to residential sectors.

The private developer is not expected to supplant DDA but to join hands with it, leading to sharing of responsibilities and pooling of all resources, including manpower, so that the quantum of work that can be taken up increases which, in turn, ensures full utilisation of available manpower in DDA. In any case, there is a need to redeploy staff from construction to regulation and enforcement (core functions of DDA) which are prima facie under-manned. That will take care of staff redundancy resulting from scaling down of construction activities, if any.

COMPARISON OF PROPOSED MODELS FOR INVOLVEMENT OF PRIVATE DEVELOPERS
IN LAND ASSEMBLY, DEVELOPMENT & DISPOSAL

ITEM	MODEL D-I	MODEL D-II	MODEL E
LAND ASSEMBLY	BY DDA TO THE EXTENT OF 100% (TOTAL LAND ACQUISITION BY DDA)	BY PRIVATE DEVELOPER TO THE EXTENT OF AT LEAST 90% AND BY DDA UPTO 10% WHERE NECE- SSARY(SUPPLEMENTARY LAND ACQUISITION BY DDA).	BY DDA TO THE EXTENT OF REQUIREMENT FOR SUPRA-LAYOUT INFRAS- STRUCTURE, COMMON SERVICE AND FACILI- TIES SOCIAL HOUSING, CGHS PLOTS, ALTERNAT- IVE PLOTS, RELOCATI- ON PLOTS & INSTITUT- IONAL PLOTS AND 50% OF AREA UNDER PUBLIC AND SEMI-PUBLIC FACILITIES. REST BY PRIVATE DEVELOPER (SELECTIVE LAND ACQUISITION BY DDA).

COMPARISON OF PROPOSED MODELS FOR INVOLVEMENT OF PRIVATE DEVELOPERS
IN LAND ASSEMBLY, DEVELOPMENT & DISPOSAL

ITEM	MODEL D-I	MODEL D-II	MODEL E
II. DEVELOPMENT			
(1) PLANNING	BY DDA AT SUPRA- SECTORAL LEVELS AND PRIVATE DEVELOPER WITHIN THE SECTOR.	BY DDA AT SUPRA- SECTORAL LEVELS AND PRIVATE DEVELOPER WITHIN THE SECTOR.	BY DDA AT SUPRA- LAYOUT LEVELS AND PRIVATE DEVELOPER WITHIN THE LAYOUT.
(2) SUPRA-SECTORAL INFRA-STRUCTURE	BY DDA AT PRIVATE DEVELOPER'S COST.	BY DDA AT PRIVATE DEVELOPER'S COST.	BY DDA AT PRIVATE DEVELOPER'S COST.
(3) SECTORAL INFRAS- STRUCTURE AND COMMON SERVICES AND FACILI- TIES (PSPF, PARKS AND UTILITIES AND CIRCULATION).	BY PRIVATE DEVELOPER	BY PRIVATE DEVELOPER	BY DDA.
(4) LAYOUT INFRAS- STRUCTURE AND COMMON SERVICES AND FACILI- TIES.	BY PRIVATE DEVELOPER	BY PRIVATE DEVELOPER	BY PRIVATE DEVELOP- ER/DDA
(5) SUPER-STRUCTURE (RESIDENTIAL AND COMMERCIAL)	BY PRIVATE DEVELOPER	BY PRIVATE DEVELOPER	BY PRIVATE DEVELOP- ER/DDA

COMPARISON OF PROPOSED MODELS FOR INVOLVEMENT OF PRIVATE DEVELOPERS
IN LAND ASSEMBLY, DEVELOPMENT & DISPOSAL

ITEM	MODEL D-I	MODEL D_II	MODEL E
III. DISPOSAL			
(1) RESIDENTIAL	PRIVATE DEVELOPER TO DISPOSE OF FREE-MARKET HOUSING AND HAND OVER SOCIAL HOUSING FLATS, CGHS PLOTS, ALTERNATIVE PLOTS, RELOCATION PLOTS AND INSTITUTIONAL PLOTS TO DDA OR ITS NOMINEE AT TENDERED PRICES.	PRIVATE DEVELOPER TO HAND OVER TO DDA OR ITS NOMINEE SOCIAL HOUSING FLATS AT CEILING PRICES FIXED BY HUDCO AND CGHS PLOTS, ALTERNATIVE PLOTS, RELOCATION PLOTS AND INSTITUTIONAL PLOTS AT NOTIFIED PRE-DETERMINED PRICES LESS 10% AND DISPOSE OF REST IN OPEN MARKET.	DDA TO DISPOSE OF SOCIAL HOUSING FLATS AND CGHS PLOTS, ALTERNATIVE PLOTS, RELOCATION PLOTS AND INSTITUTIONAL PLOTS DEVELOPED BY IT ACCORDING TO PREVAILING POLICIES AND PROCEDURE AND PRIVATE DEVELOPER TO BE FREE TO DISPOSE OF WHAT HE DEVELOPS.
(2) COMMERCIAL	PRIVATE DEVELOPER TO DISPOSE OF ESTATES,	PRIVATE DEVELOPER TO DISPOSE OF PLOTS/ESTATES.	PRIVATE DEVELOPER TO DISPOSE OF PLOTS/ESTATES.

COMPARISON OF PROPOSED MODELS FOR INVOLVEMENT OF PRIVATE DEVELOPERS
IN LAND ASSEMBLY, DEVELOPMENT & DISPOSAL

ITEM	MODEL D-I	MODEL D_II	MODEL E
III. DISPOSAL			
(1) RESIDENTIAL	PRIVATE DEVELOPER TO DISPOSE OF FREE-MARKET HOUSING AND HAND OVER SOCIAL HOUSING FLATS, CGHS PLOTS, ALTERNATIVE PLOTS, RELOCATION PLOTS AND INSTITUTIONAL PLOTS TO DDA OR ITS NOMINEE AT TENDERED PRICES.	PRIVATE DEVELOPER TO HAND OVER TO DDA OR ITS NOMINEE SOCIAL HOUSING FLATS AT CEILING PRICES FIXED BY HUDCO AND CGHS PLOTS, ALTERNATIVE PLOTS, RELOCATION PLOTS AND INSTITUTIONAL PLOTS AT NOTIFIED PRE-DETERMINED PRICES LESS 10% AND DISPOSE OF REST IN OPEN MARKET.	DDA TO DISPOSE OF SOCIAL HOUSING FLATS AND CGHS PLOTS, ALTERNATIVE PLOTS, RELOCATION PLOTS AND INSTITUTIONAL PLOTS DEVELOPED BY IT ACCORDING TO PREVAILING POLICIES AND PROCEDURE AND PRIVATE DEVELOPER TO BE FREE TO DISPOSE OF WHAT HE DEVELOPS.
(2) COMMERCIAL	PRIVATE DEVELOPER TO DISPOSE OF ESTATES,	PRIVATE DEVELOPER TO DISPOSE OF PLOTS/ESTATES.	PRIVATE DEVELOPER TO DISPOSE OF PLOTS/ESTATES.

COMPARISON OF PROPOSED MODELS FOR INVOLVEMENT OF PRIVATE DEVELOPERS
IN LAND ASSEMBLY, DEVELOPMENT & DISPOSAL

ITEM	MODEL D-I	MODEL D_II	MODEL E
(3) PUBLIC AND SEMI-PUBLIC FACILITIES.	PRIVATE DEVELOPER TO HAND OVER TO DDA OR ITS NOMINEE PLOTS TO THE EXTENT OF HALF THE LAND UNDER SUCH PLOTS AT THE TENDERED PRICE AND DISPOSE OF REST IN OPEN MARKET.	PRIVATE DEVELOPER TO HAND OVER TO DDA OR ITS NOMINEE PLOTS TO THE EXTENT OF HALF THE LAND UNDER SUCH PLOTS AT NOTIFIED PRE-DETERMINED PRICES, LESS 10% AND DISPOSE OF REST IN OPEN MARKET.	DDA TO DISPOSE OF PLOTS DEVELOPED BY IT ACCORDING TO PREVAILING POLICIES AND PROCEDURE AND PRIVATE DEVELOPER TO BE FREE TO DISPOSE OF WHAT HE DEVELOPS.
(4) PARKS AND UTILITIES	(PRIVATE DEVELOPER TO HAND OVER TO RELEVANT PUBLIC AGENCIES FREE-OF-COST.	PRIVATE DEVELOPER TO HAND OVER TO RELEVANT PUBLIC AGENCIES FREE-OF-COST.	DDA TO HAND OVER TO RELEVANT PUBLIC AGENCIES FREE-OF-COST.
(5) CIRCULATION	(

Appendix 1 R1 to LRM 40.94/93

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COMMENTS OF COMMISSIONER (PLANNING) ON REPORT & REMARKS OF CHAIRMAN,
TASK FORCE THEREON

COMMENTS OF COMMR. (PLG.)

REMARKS OF CHAIRMAN, TASK FORCE

I. LAND ASSEMBLY:

(A) General Observations:

In model D-I the land acquisition is 100%, in model D-II the land acquisition is 50%, in model E the land acquisition is 80% (on the fact of it the model E looks to be non-land acquisition model) but by detailed analysis land acquisition works out to 80 per cent. Please see calculations for Model E at the end.

The extent of land acquisition under Model-E need not be 80%. It will vary from case to case, depending upon the area plan. It is possible to limit it for a residential sector to:

Public & semi-public facilities	-	5.00%
Parks & utilities	-	16.00%
Circulation	-	22.40%
Total		43.40%

(B) (i) Model D-I where total land acquisition is to be by the DDA is a workable model.

No comments

(B) (ii) The general model for land assembly for the city has to be:

(a) Either total acquisition; or (b) No acquisition (acquisition in exceptional circumstances).

Correct. However, for relatively small land pockets proximate to, or within, urban areas which need to be developed, selective land acquisition as a via media between "total land-acquisition" and "no land acquisition" would also have to be considered, vide Model-E.

(B)(iii) If Model D-II is extended to 90% acquisition by the private developers; there is a remote possibility that this may work.

(B) (iv) The workable model without land acquisition is the one practiced in Gujarat and Maharashtra, i.e. land reconstitution model. The problem is that total process is very slow. For Delhi, it would require adaptation. Similar model has been used in Japan for large scale developments and redevelopments. But the work has been done in joint precision, with complete discipline and efficiency.

(B) (v) In model D-I and D-II the developer should be a Joint Stock Company and the owners of the land from whom the land has been purchased should be given some special consideration as share holders in the company.

(B) (vi) Any general model where part of the land is to be acquired and part not to be acquired creates high level of inequity and would not work.

(B)(vii) The model E would not work specially when plan is detailed as given in the description of the model, and at the end about 20% land is to be left for private exploitation. There can a lot of subjectivity in the plan preparation/approval process and can create lot of embarrassment for planning and the approving authority. There can be undefensible allegations.

Correct, except that the possibility of success would appear to be rather more than 'remote'.

'Land reconstitution' is not the only workable model for the 'no land acquisition' option. Large-scale private land assembly is a fact of life in most States, including Maharashtra and Gujrat. The well-known Haryana model is also based on the premise of private land assembly.

The suggestion is not suitable viz-a-viz Model D-I where the private developer is to be selected on the basis bids. It is compatible with the provisions of Model D-II but would be difficult to implement.

The apprehension is exaggerated. The selection of lands for acquisition can be done in the same way as Commissioner (Planning) has selected areas for urban extension or lands for location of services in deficient areas.

As has been stated at (B) (vi) above, lands to be acquired can be identified on sound objective considerations. A study of how this is being done in Bombay will go a long way towards allaying the fears and misapprehensions expressed here.

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II. DEVELOPMENT:

Overall planning by the DDA; trunk level infrastructure development by the city level agency and detail planning and development by the private developer should work as suggested in different models; but taking into consideration observation in I above.

No comments.

III. DISPOSAL:

There are no specific observations.

No comments.

IV. GENERAL REMARKS:

The model which has been working in Delhi for the last thirty five years; many cities would like to adopt; but these could not come out of its teething problems of legal issues and interference by the vested interests. Delhi has a well set model; we should try to improve the same, rather than destroy it. Model D-I is the one which should work for Delhi. It would work most efficiently if the total urbanisation process is taken as a challenge and the machinery is geared and modernised to implement it.

Apparently, Model D-I is considered here to be an improvement on the existing regime of land assembly, development and disposal in Delhi. This is noted. It is agreed that Model D-I is most likely to succeed in the short run.

ITEM NO.
95/93

A-15.06.93

SUB: Dharamshila Cancer Foundation and Research Centre.
F.No.11(19)/89/15.

P R E C I S E

1. An allotment was made in the name of Managing Trustees "Dharamshila Cancer Foundation and Research Centre" which was a Trust. The allotment was approved by Lt. Governor on 29.3.90 and the allotment-cum-demand letter, at provisional rates, was issued on 30.3.90 (App. 'S' P.No.178-179.) Subsequently Dharamshila Cancer Foundation & Research Centre was registered as a Society on 19.4.90 under the same name and title. Later on the Trust merged with the Society through its Resolution passed in governing body meeting held on 1.4.91 (App. 'T' P.No.180) The possession of the land was handed over on 6.12.1990. However, the lease has not been registered as yet.

2. A payment of Rs.29.22 lakhs was made by the Society. Subsequently a further demand amounting to Rs.10,76,755/- was raised against the Foundation. This has, however, not been cleared.

3. One of the pre-condition for allotment of institutional land as mentioned in Rule 20 of Delhi Development Authority Rules, 1991 is that the institution should be a Society registered under the Societies Registration Act, 1860 OR such an institution is run by the Government OR any Legal Authority OR is constituted/established under any law for the time being in force.

Thus the Trust was not eligible for allotment of institutional land and as such the allotment was ab-initio illegal/irregular.

4. The registration of the Society was subsequent to the date of allotment and could not be taken to legalise the void allotment. The newly registered Society has also applied for additional land. The names of the Trustees and the signatories of the memorandum and articles of Association of the Society can be seen on (Appendixes 'u' & 'v' Page No. 181 & 182-186).

5. • The legal advise is that since the original allotment was itself bad in the eyes of law, therefore, Trust could not pass on this property to the Society and the newly formed Society could not take over the assets and liabilities of the erstwhile Trust in respect of allotment of land. Further legal opinion is that this property consisting of two acres of land now vests in DDA and the same cannot be transferred to the newly formed Society by treating them as legal successor of the Trust. After surrendering the land back to the lessor i.e. DDA, fresh allotment can be made.

6. The Authority has already passed a Resolution in case of Jamia Hamdard, which can be seen on (App.'W'F.No.187-188) In this case a resolution was passed by the governing council of the institute "History of Medicines & Medical Research" on 20.4.89 dissolving the society, and all assets and liabilities of the said institute were transferred to Jamia Hamdard, which is also a Society duly registered under the Societies Act.

7. It is, therefore, for consideration of the Authority to allow substitution of the letter of allotment issued in the name of Managing Trustee "Dharamshila Cancer Foundation & Research Centre" to that of Secretary, Dharamshila Cancer Foundation and Research Centre as the Managing Trustee and Secretary are one and the same.

b) No unearned increase is to be charged since merger of the Trust to the Society was to facilitate the achievements of the objectives of the Foundation and the Trust & Society are the same.

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c) The above two recommendations may be accepted subject to payment of Rs. 10.76 lakhs and any additional interest accruing from non payment as per para 2 of the note.

* * * * *

R E S O L U T I O N

The Authority resolved that the change in allotment of land from the Trust to the Registered Society be approved and no unearned increase be charged since the Trust has merged into the Society and the Trust and the Society are managed by the same set of people for the same purpose.

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APPENDIX

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TO ITEM NO.

95/93

2: 178 :-

DELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL BRANCH2nd floor,
B-Block,
Vikas Sahan, INA
NEW DELHI-23.

No.F.11(19)/89-Instl. 619

Dated : 30-3-1990.

From : DY. DIRECTOR(INSTL.).

To : Managing Trustee,
Dharamshila Cancer Foundation & Research Centre,
B-1/40, Safdarjung Enclave,
New Delhi-110029.Sub : Allotment of land to Dharamshila Cancer Foundation
& Research Centre.

Madam,

With reference to your letter dated 5.1.90 on the subject noted above, I am directed to inform you that it has been decided to allot on perpetual lease hold basis a plot of land measuring 2.0 acres for comprehensive Cancer Care & Research Centre in East Delhi to Dharamshila Cancer Foundation & Research Centre on usual terms and conditions as given in the agreement for lease/perpetual lease which shall also includes the following :

1. That the Dharamshila Cancer Foundation & Research Centre shall be required to pay the cost of land measuring 2.0 acre for comprehensive Cancer Care & Research Centre @ Rs. 14,25,000/- per acre (provisional) and annual ground rent @ 2 1/2% of the premium.
2. The Foundation & Research Centre will furnish an undertaking on a non-judicial stamp paper of Rs. 2/- duly attested by 1st Class Magistrate/Notary Public to the effect that they will pay the difference of cost on revised rates as may be decided by Govt. of India/D.D.A..
3. The Foundation & Research Centre will serve as general public hospital with at least 25% of the beds reserved for free treatment for the weaker sections of the Society.
4. The OPD of the hospital will provide free services to the patients falling in the indigent category.
5. The Foundation & Research Centre shall take part in the National Health programme for which its services may be called by the Directorate of Health Services/Ministry of Health.
6. The Foundation & Research Centre shall earmark a separate area for Maternity and Child Health Centre which will be available free of cost for the community.

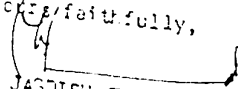
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7. The land shall be used by the Foundation & Research Centre for the purpose of construction of Comprehensive Cancer Care & Research Centre & essential Nursing & Staff qrts. and for no other purpose whatsoever.
8. The construction plan should be ~~get~~ got approved from the local body/DDA before undertaking any constn. on the plot.
9. The construction of Centre and essential staff qrts. will have to be completed within a period of two years from the date of handing over the possession of plan.
10. The land shall not be transferred sub-leased to any other organisation by the Foundation & Research Centre without prior permission of the DDA obtained in writing.
11. The Foundation & Research Centre shall execute lease deed at their own expenses as and when called upon to do so.
12. In case of violation of any of the conditions imposed the Administration/Govt. of India would be free to resume the title of land.
13. The Foundation & Research Centre shall be bound by the architectural controls as may be prescribed by the Dir. (Planning) Chief Architect, DDA.

The above restrictions have been provided on the analogy of Delhi A.R. policy with regard to allotment to the Societies for construction of Hospital.

If the above terms & conditions are acceptable to the Foundation & Research Centre, the acceptance thereof may please be communicated to this office alongwith Bank Draft of Rs. 28,50,000/- (Rupees Twenty nine lacs Twenty one thousands Two hundred and fifty only) (Rs. 28,50,000/- an account of cost of land and Rs. 71,250/- as ground rent @ 2 1/2% p.a. for 2.0 acres) for the land measuring 2.0 acres for Comprehensive Cancer Care & Research Centre in favour of DDA within 30 days from the date of issue of this letter so that possession of the plot could be handed over.

In case the payment is not made within the stipulated time, it will be presumed that the Foundation & Research Centre is not interested in allotment of land and the same will be withdrawn.

Yours faithfully,

 (JAGDISH CHANDER)
 DEPUTY DIRECTOR (INSTL.)

DHARAMSHILA TRUST
B-1/40, SAFDARJUNG ENCLAVE
NEW DELHI 110 029
PHONE: 607182, 663057
TELEX: 031-73201 FHL IN

**MINUTES OF THE MEETING OF THE TRUSTEES OF DHARAMSHILA TRUST
HELD ON 01.04.1991 AT B-1/40, SAFDARJUNG ENCLAVE, NEW DELHI
110 029**

Shri Ravi Khanna, settler trustee of the Trust proposes merger of Dharamshila Trust in Dharamshila Cancer Foundation and Research Centre.

The merger proposed was discussed extensively and it was decided and settled that the merger with Dharamshila Cancer Foundation and Research Centre would help in faster achievement of the aims and objects of the Dharamshila Trust and thus the following resolution was unanimously passed.

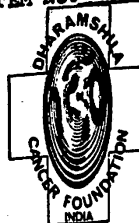
Resolved that Dharamshila Trust be merged with immediate effect in Dharamshila Cancer Foundation and Research Centre which would continue to further the aims and objects of the Dharamshila Trust.

for DHARAMSHILA TRUST

1. Shri. Ravi Khanna *Ravi Khanna*
2. Mrs. Jyoti Khanna *Jyoti Khanna*
3. Dr. S. Khanna *S. Khanna*
4. Shri. S.P. Jain *S.P. Jain*
5. Dr. Subhash Dawar *Subhash Dawar*

APPENDIX

TO ITEM NO. 95/93



**DHARAMSHILA
CANCER FOUNDATION
AND RESEARCH CENTRE**

B-140, SAFDARJUNG ENCLAVE
NEW DELHI-110 029, INDIA
PHONES: 607182, 6076544, 607198
TELEX: 031-73201 FHL IN
FAX: 0091-11-6862373

Ref: DCF:DDA:06-93

12th June 1993

PATRON

Mr. Sudhar Anand
Secretary General, Rajya Sabha

Mrs. Hemali Garg
President, Nargi Dutt
Foundation-Canada

PRESIDENT

Mr. N.S. Khanna
Industrialist

VIC-PRESIDENT

Mr. S.M. Bage
Former Member, Income Tax
Settlement Commission

SECRETARY-CUM-TREASURER

Dr. S. Khanna
Parduboon

GOVERNING BODY

Dr. P.B. Das
Director, Tata Memorial
Hospital-Bombay

Dr. S.H. Adnan
Head, Medical Oncology
Tata Memorial Hospital
Bombay

Dr. Usha Latha
Additional Director
General, ICMR

Dr. N. Anantha
Director, Edna Memorial
Institute of Oncology,
Bangalore

Dr. R. Datta
Pathologist

Mr. Ravi Khanna
Business Executive

Mr. B. Dev Aggar
Industrialist

Mr. S.P. Jain
Chartered Accountant

Mrs. Jyoti Khanna
Nutritionist

Mr. Anil Kumar
Chartered Accountant

Mrs. Padma Prasad
Physiotherapist

Mr. Prakash Kumar
Business Executive

* NON-PROFIT-BODY
EXEMPTED UNDER SECTION-80G
- THE INCOME TAX ACT

Commissioner Lands (Inst)
D.D.A.
Vikas Sadan
New Delhi

**Sub: Names of the trustees of Dharamshila Trust and autho-
rised signatory.
Our File No. Fii(19)/89/Instl.**

Dear Sir,

As desired by you, we are furnishing the following informa-
tion:-

Names of the Trustees of Dharamshila Trust.

1. Mr. Ravi Khanna
2. Mrs. Jyoti Khanna
3. Dr. S. Khanna
4. Mr. S.P. Jain
5. Dr. Subhash Datar

Mr. Ravi Khanna and Dr. S. Khanna were the authorised signa-
tories. Dr. S. Khanna was the Managing Trustee.

We are enclosing the copy of the trust deed for your ready
reference.

In case you need any other information, kindly do let us
know.

Thanking you,

Yours sincerely,

(Signature)
Dr. S. Khanna
Secretary,

APPENDIX TO ITEM NO. 95/93

MEMORANDUM OF ASSOCIATION
OF

DHARANSILA CANCER FOUNDATION AND RESEARCH CENTRE

1. Name of the Society

The name of the Society shall be:

"DHARANSILA CANCER FOUNDATION AND RESEARCH CENTRE"

2. Registered Office:

The Registered Office of the Society shall be situated in the Union Territory of Delhi. At present it is situated at the following address:

B-1/40, Safdarjung Enclave, New Delhi 110 029.

3. Aims and Objective

- a. To undertake the development of scientific research in any medical field particularly in Pathology (cancer surgery, radiotherapy and chemotherapy) in its various aspects.
- b. To develop and test newer modes of prevention, early detection, therapy and rehabilitation of various diseases particularly cancer.
- c. To conduct Research Programmes in basic and clinical sciences on various aspects of epidemiology, clinical Presentation, etiology, Pathology and treatment of cancer with special emphasis on allopathic, ayurvedic, homeopathic and Yunnani drugs by setting up comprehensive cancer care and research centre or centres.
- d. To build equip, maintain and run the necessary infrastructure to achieve the above objectives.
- e. To collaborate with hospitals, research Institutes and medical colleges, in India and abroad to achieve the above objectives.
- f. To promote, develop and improve scientific exchange of knowledge as well as technical and medical cooperation between similar research institutions in India and abroad, this will be done by organising technical courses, conferences and publications (books, periodicals and other literature).
- g. To initiate projects for development of Research Centres supported by laboratories, operation theatres, Radiotherapy Units, chemotherapy units rehabilitation centres, Yoga, Naturopathy and natural therapy centres particularly for research and development of medical and surgical techniques.

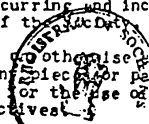
Att: K. N. RAWA
Private Secy.
M. E. 1.1

Att: 24/5/81
New Delhi

CONFID. 2....

42 286

- b. To develop new and improved surgical and rehabilitation equipment and to make innovations in the field of biomedical engineering.
- i. To establish, form and maintain libraries and collections of literature, statistics and scientific data and other information relating thereto and to establish media to disseminate the results of research.
- j. To provide all facilities, including financial assistance for any medical research work.
- k. To retain and/or employ skilled, professional research scholars or medical advisers and other staff and workers in connection with the objects of the society and to pay thereof such fees or remuneration as may be thought expedient.
- l. To do all such other deeds and things either alone or in conjunction with others as are incidental or conducive to the attainment of the objects stated herein or any of them.
- m. To receive and maintain a fund or funds and to administer and apply the income and principal thereof for the furtherance of the objects of the Society.
- n. To accept contributions, grants, aids and donations in cash and/or kind from individuals, Joint Stock Companies Firms, Trusts and Foundations, State and Central Government and any other bodies, national and international by the Society for the capital expenses national and international as well as to form income to meet recurring and incidental expenses concerning the aims and objects of the Society.
- o. To acquire by purchase or otherwise any moveable or immovable properties including any piece or parcels of land or built properties of any kind for the use of the Society, for the fulfillment of its objectives.
- p. To manage, sell, transfer, or otherwise dispose of or deal with the assets/properties of any kind both moveable and immovable, belonging to the Society.
- q. To enter into any agreement or arrangement with any other Trust Society, Foundation or any other party having any legal entity or kind any individual for the purposes of the Society.
- r. To donate and/or contribute funds or amount or amounts for the attainment of similar objects to any other person, Trust, Society, Association or Body Corporate engaged in similar or allied objects.
- s. Research centres, laboratories and hospitals and other centres, shall be established and maintained solely for Philanthropic purposes, and not for purposes of profit. Provided that reasonable charges may be levied and recovered from the patients receiving treatment in order to provide for the maintenance of the research laboratories and its attached hospitals and other medical centres and their services.



Attested
Signature
Date 27/12

K. N. RAWA
Private Secretary
M. P. P. House
New Delhi

contd. 3.....
Signature
Commissioner
M. P. P. House
New Delhi

4. Governing body:

The affairs of the Society shall be managed by the President of the Society, under the control and directions of the Board of the Board of Governors.

The names, addresses, occupations and designations of the present members of the Board of Governors to whom the Management of the Affairs of the Society are entrusted as required under Section 2 of the Societies Registration Act, 1860 (Punjab Amendment Act, 1957), as extended to the Union Territory of Delhi, are as follows:-

S.No:	Name & Address	Occupation	Designation in the Society
1.	Mr. N.S. Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029.	Industrialist	President
2.	Mr. S.M. Bhalgal D-1/49, Satya Marg, Chanakyaपुरी, New Delhi	Retired from Govt. Service	Vice President
3.	Dr. S. Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029	Paediatrician	Secretary-cum- Treasurer
4.	Mr. Ravi Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029	Industrialist	Member Governing body
5.	Mr. Jai Lav Kapoor 3, Aurangzeb Lane, New Delhi.	Industrialist	Member Governing Body
6.	Dr. R. Dwar 147, Sunder Nagar, New Delhi.	Govt. Service	Member Governing Body
7.	Mr. S.P. Jain J-57, Ashok Vihar, New Delhi 110 052	Chartered Accountant	Member Governing Body
8.	Mrs. Jyoti Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029.	Nutritionist	Member Governing Body
9.	Mr. Anil Kumar 21, Amrita Shergill Marg, New Delhi	Chartered Accountant	Member Governing Body



Continued...

42 256

- b. To develop new and improved surgical and rehabilitation equipment and to make innovations in the field of biomedical engineering.
1. To establish, form and maintain libraries and collections of literature, statistics and scientific data and other information relating thereto and to establish media to disseminate the results of research.
3. To provide all facilities, including financial assistance for any medical research work.
- k. To retain and/or employ skilled, professional research scholars or medical advisers and other staff and workers in connection with the objects of the society and to pay thereof such fees or remuneration as may be thought expedient.
1. To do all such other deeds and things either alone or in conjunction with others as are incidental or conducive to the attainment of the objects stated herein or any of them.
- m. To receive and maintain a fund or funds and to administer and apply the income and principal thereof for the furtherance of the objects of the Society.
- n. To accept contributions, grants, aids and donations in cash and/or kind from individuals, Joint Stock Companies, Firms, Trusts and Foundations, State and Central Government and any other bodies, national and international by the Society for the capital expenses national and international as well as to form income to meet recurring and incidental expenses concerning the aims and objects of the Society.
- o. To acquire by purchase or otherwise any moveable or immovable properties including any piece of land or built-up properties of any kind or the use of the Society, for the fulfilment of its objectives.
- p. To manage, sell, transfer, or by way of lease, licence or otherwise dispose of or deal with the assets/properties of any kind both moveable and immovable belonging to the Society.
- q. To enter into any agreement or arrangement with any other Trust, Society, Foundation or any other party having any legal entity or kind any individual for the purposes of the Society.
- r. To donate and/or contribute funds or amount or amounts for the attainment of similar objects to any other person, Trust, Society, Association or Body Corporate engaged in similar or allied objects.
- s. Research centres, laboratories and hospitals and other centres, shall be established and maintained solely for Philanthropic purposes, and not for purposes of profit. Provided that reasonable charges may be levied and recovered from the patients receiving treatment in order to provide for the maintenance of the research laboratories and its attached hospitals and other medical centres and their services.



Attested
D-5/12

K. N. BAWA
Private Secretary to the
Minister
New Delhi

1981
Commissioner
Municipal House
New Delhi.

contd. 2.....

4. Governing body:

The affairs of the Society shall be managed by the President of the Society, under the control and directions of the Board of the Board of Governors.

The names, addresses, occupations and designations of the present members of the Board of Governors to whom the Management of the Affairs of the Society are entrusted as required under Section 2 of the Societies Registration Act, 1860 (Punjab Amendment Act, 1957), as extended to the Union Territory of Delhi, are as follows:-

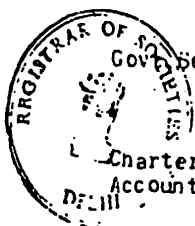
S.No:	Name & Address	Occupation	Designation in the Society
1.	Mr. N.S. Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029.	Industrialist	President
2.	Mr. S.M. Bhal D-1/49, Satya Marg, Chanakayapuri, New Delhi	Retired from Govt. Service	Vice President
3.	Dr. S. Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029	Paediatrician	Secretary-cum- Treasurer
4.	Mr. Ravi Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029	Industrialist	Member Governing Body
5.	Mr. Jai Lev Kapoor 3, Aurangzeb Lane, New Delhi.	Industrialist	Member Governing Body
6.	Dr. R. Dwar 147, Sunder Nagar, New Delhi.	Govt. Service	Member Governing Body
7.	Mr. S.P. Jain J-57, Ashok Vihar, New Delhi 110 052	Chartered Accountant	Member Governing Body
8.	Mrs. Jyoti Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029.	Nutritionist	Member Governing Body
9.	Mr. Anil Kumar 21, Anrita Shergill Marg, New Delhi	Chartered Accountant	Member Governing Body



Contd.

We, the undersigned are desirous of forming a Society under the Societies Registration Act of 1860 (Punjab Amendment Act of 1957) as extended to the Union Territory of Delhi in pursuance of the Memorandum of the Society:-

S.No: Name & Address	Occupation	Signature
1. Mr.N.S.Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029	Industrialist	(N. S. Khanna)
2. Mr.S.M.Bagal D-1/49, Satya Marg, Chanakayapuri, New Delhi	Retired from Govt. Service	(S.M. Bagal)
3. Dr.S.Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029	Paediatrician	(Dr. S. Khanna)
4. Mr.Ravi Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029	Industrialist	(Ravi Khanna)
5. Mr.Jai Dev Kapoor 3, Aurangzeb Lane, New Delhi	Industrialist	(Jai Dev Kapoor)
6. Mr.R.Dawar 47, Sunder Nagar, New Delhi	Govt. Service	(R. Dawar)
7. Mr.S.P.Jain C-57, Ashok Vihar, New Delhi 110 052	Chartered Accountant	(S.P. Jain)
8. Mrs.Jyoti Khanna B-1/40, Safdarjung Enclave, New Delhi 110 029	Nutritionist	(Jyoti Khanna)
9. Mr.Anil Kumar 21, Amrita Shergill Marg, New Delhi	Chartered Accountant	



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All the incomes, earnings, moveable immovable properties of the Society shall be solely utilised and applied towards the promotion of its aims and objects only, as set forth in the Memorandum of Association and no profit on thereof shall be paid or transferred directly or indirectly by way of dividends, bonus profits or in any manner whatsoever to the present or past Members of the Society or to any person claiming through anyone or more of the present or the past members. No member of the Society shall have any personal claim on any moveable or immovable properties of the Society or make any profits, whatsoever, by virtue of this membership.

Attested
N. BAWA
Secretary Member
T. P. Commission
Concave House
New Delhi



Attested
P.S. to Member,
M.R.T.P. Commission
Concave House
New Delhi

APPENDIX 'H' TO ITEM NO. 95/93

ITEM NO.
41/93.

SUB:- Allotment of land to Institute of History of Medicine & Medical Research in the Institutional area in Mahipal Pur Badarpur road.
File No. F 14(2)/69-IL.

P R E C I S

1. A plot of land measuring 60.79 acres was allotted to the Institute of History of Medicine & Medical Research in the Institutional area on Mahipal Pur Badarpur Road (50 acres in the year 1968). A resolution was passed by the Governing Council of the Institute on immediate effect and transferring and liabilities of the said institute to Jamia Hamdard which is also a Society registered under the Societies Registration Act. Permission of the lessor was however, not obtained by the Institute prior to transfer.
2. The two societies namely History of Medicines and Medical Research and Jamia Hamdard are distinct and separate legal entities and the transaction amounted to transfer of leased property. A notice was served on the Institute on (Appendix 'H' page 41) due to aforesaid breach of terms of lease deed to show-cause as to why lease be not cancelled.
3. In response to the notice, Institute in its letter dt. 31.10.91 also pointed out that the amalgamation of the society was pursuant to the proposal of the Ministry of Human Resources Development letter dated 20.3.89 (Appendix 'I' page 42-43). The matter was referred to the Law Department for their opinion. The opinion received from the Senior Council is attached at (Appendix 'J' page 44-57).
4. The Institute further pointed out vide their letter dated 27.12.91 (Appendix 'K' page 58) that M/s. Jamia Hamdard was deemed to be a University under Article 3 of the University Grants Commission Act 1956. It has all the privileges rights and functions of a University. It was further mentioned that Jamia Hamdard was an amalgamation of the Institute of History of Medicine & Medical Research as also Institute of Indian Institute of Islamic Studies and Hamdard Tibbia College, Hamdard College of Pharmacy & Majiddia Hospital School of Nursing etc. A request was made that the name of the erstwhile Institute of Medicine & Medical Research be changed to Jamia Hamdard.

5. The Legal opinion thus makes out this transfer of property to be a transaction which renders the beneficiary liable to pay unearned increase to the lessor.

6. However, as mentioned in the reply received from Jamia Hamdard the transfer of Property has been carried out without any financial considerations and in pursuance to implementation of directive of Ministry of Human Resources Development.

7. The matter is, therefore, placed before the Authority to decide whether any unearned increase is to be charged in this case or the same is to be dispensed within view of above explained extenuating circumstances.

RESOLUTION

Resolved that no unearned increase be charged keeping in view the special circumstances of the case.

hual
27/7/93

Secretary
Delhi Development Authority

[Signature]

Chairman,
Delhi Development Authority

