

Agenda Notes for the 23<sup>rd</sup> Meeting of  
Delhi Urban Shelter Improvement Board (DUSIB)  
GOVT. OF NCT OF DELHI  
24.09.2018

Venue: Conference Hall No.2, Level 2,  
Delhi Secretariat

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**AGENDA ITEM NO. 23/01**

**CONFIRMATION OF THE MINUTES OF THE 22<sup>nd</sup> MEETING OF THE BOARD HELD ON 13.7.2018.**

The minutes of the 22<sup>nd</sup> Meeting of the BOARD held on 13.7.2018 were approved by the Hon'ble Chairman, Delhi Urban Shelter Improvement Board / Chief Minister, Govt. of NCT of Delhi. The approved minutes were circulated vide letter No. Meeting Cell/DUSIB/DD(Board)2018/D-17 dated 25.7.2018 for kind information of all the Members of the BOARD.

1. Regarding Agenda Item No. 22/31, 22/32 & 22/33, the Board by imposing the penalty of 30% cut in pension on the charged officer for a period of three years and forfeiture of entire gratuity. It is proposed to rectify the penalty order by substituting the words 'Withholding of entire gratuity' instead of 'Forfeiture of gratuity' as the forfeiture applies to those who are removed/dismissed from service. All the three officers stand retired and hence amendment is required.

2. As regards observation of Shri Sahi Ram, Hon'ble MLA/Member dated 23/08/2018, the issue regarding use of BVK for MLA office was decided in the Board for one specific request and not in general to use BVK's for MLA offices on request from Delhi Vidhan Sabha. Such requests will be considered on case to case basis and after approval by Hon'ble Minister (UD)/Vice Chairman, DUSIB.

3. No observation/comment has been received from any other Member.

4. Hence, Board may confirm the Minutes of the 22<sup>nd</sup> Meeting held on 13.7.2018.

AGENDA ITEM NO. 23/02

ACTION TAKEN REPORT ON THE MINUTES OF THE 22<sup>nd</sup> BOARD MEETING.

S. No.	AGENDA ITEMS	ACTION TAKEN REPORT
22/3	Proposal for Making Community Toilet Complexes meant for Dwellers of JJ Bastis/Slum Areas, Free of User Charge wef 1 <sup>st</sup> January, 2018.	Board has ratified the proposal. The Scheme is already in force.
22/4	Ratification of Administrative approval and expenditure sanction for 4 nos. works of operation management & maintenance of Jan Suvidha Complexes under jurisdiction of D.U.S.I.B.	Board ratified the proposal and all the 4 works of O&M of toilets are being submitted for approval.
22/5	Issue of Making Community Toilets available to Slum dwellers "Free of Cost" regarding toilets under 30 year maintenance contracts.	Board approved the agenda and tenders are being called shortly.
22/6	Accord of A/A&E/S for providing portable toilets as service facility including operation, management and maintenance at various locations under Circle I & II. or any other location where water supply and sewage facility are not available and to call e-tenders for the same.	As per direction of the Board, feedbacks of 25 locations from the respective Hon'ble MLA have been obtained. Matter is under process.
22/7	Ratification of the approval/ information for the "Appointment of agency for conducting demand survey and MIS Entry of Household in 675 JJ Basties in Delhi".	The Board has ratified the proposal for appointment of agency i.e. M/s SPYM and the survey has already been started as directed to issue provisional survey certificate to JJ Dwellers, approval of VC, DUSIB is being

		sought.
22/8	Accord of approval by DUSIB Board for construction of building for providing facilities of Old Age Home/ Barat Ghar/ Library/ Parking etc in Mangolpuri Assembly constituency(AC-12) as deposit works under the scheme of "Improvement of SC/ST Bastis in Delhi".	The Board approved the agenda that semi-permanent structure be constructed, accordingly drawing has been approved and the estimates sent to SC/ST Deptt. for release of fund to take up these works.
22/9	Works related to development and maintenance of parks/ shishu vaticas/nursery under the jurisdiction of DUSIB to be charged to H/A-Shishu Vatika. Development & Maintenance of parks/shishu vaticas on contract basis for a period of one year.	The Board approved the agenda and as suggested panel provision and exist clause to safeguard the interest of DUSIB has been incorporated in the agreement. Call of tenders related to maintenance of parks/shishu vaticas are in process and shall be called within two days.
22/10	Construction of Mini Stadium/Sports Complex at wood land near CRPF Camp, Tilak Vihar.	It was decided in the Board Meeting to construct a Park with Open Gym. Drawing in this regard being made and after that Hon'ble MLA will be requested to give suggestions by 10 <sup>th</sup> October, 2018. However, construction of Boundary Wall of Park is under progress.
22/11	DUSIB Budget (2018-19)	The Board approved the Budget.
22/12	Providing Rs. 100.00 Cr. as lumpsum grant for discharging the GPF liability of DUSIB employees.	The Board considered and approved the Agenda. UD Deptt has been requested for Rs. 100.00 crore as grant for discharging the GPF liability of DUSIB at the time of RE 2018-19.

22/13	Delegation of Enhanced Financial Powers to Chief Engineers.	Office Order for delegation of financial power to CE has been issued.
22/14	Relocation of (i) JJ Basti Sanjay Basti Timarpur,  (ii) JJ Basti Kushak Nala between INA market and  (iii) East Kidwai Nagar and JJ Basti Sunder Nagri Park, G-4 Block-High Court matters.	i)Provisional demand notice for Rs.82,72,17,000/- for rehabilitation and relocation of JJ Sanjay Basti Timarpur has been sent to Land Owning Agency i.e. M/o H&UA, GOI vide letter dated 5.7.2018. ii)Provisional demand notice for Rs.38,85,26,800/- has been placed with SDMC vide letter dated 13.7.2018 which is yet to be received. iii)AERO Sunder Nagri vide letter dated 13.7.18 has been requested to provide Voter lists of JJ dwellers as per R&R Policy, 2015. The authentication process is under updation as such Eligibility Determination Camp will be conducted after resuming of authentication process.
22/15	Policy for change of floor for persons with disability.	A Committee has been constituted for screening and recommendations of allotment of ground floor on medical ground.
22/16	Regarding cost of flats constructed under JNNURM by DUSIB and DSIIDC.	The cost of Flats constructed by DSIIDC and DUSIB under JNNURM at different locations as recommended by the committee has been approved by the Board.
22/17	Allotment of flats constructed under	The date for submission of

	JNNURM scheme to registered waitlisted applicants of 1985 Special Registration Scheme.	application alongwith consent letter, Affidavit and demand draft of Rs.50,000/-(as initial amount), from wait-listed registrants has been extended further upto 16.11.2018. About 425 applications have been received so far.
22/18	Allotment of land for construction of Police Station & Staff Quarter at Khasra No. 440 & 441 near Gurudwara, SRS Colony, Bhalswa Dairy, Delhi	Since the agenda was not approved as such no action warranted.
22/19	Allotment of additional land to DHS measuring 1.18 Acre at Madipur for hospital.	As per approval of the Board, demand letter for an amount of Rs.3,59,52,879/- in respect of the plots measuring 8.44 & 1.18 acre has been sent to DHS for releasing the payment vide letter dated 20.8.2018.
22/20	Issuance of NOC for opening /establishment of Aam Aadmi Mohilla Clinic (AAMC) in the form of Porta Cabin /Semi permanent structure and in Night Shelter/BVKs on the land belonging to DUSIB - ratification thereof from the Board regarding	The NOC for opening/ establishment of AAMC in the Porta Cabin/Semi permanent structure and in Night Shelter/BVK on the land belonging to DUSIB has already been issued.
22/21	Ratification of approval for Extension of present agreements of SMAs/ NGOs for Operation and Management of Night Shelters for a period of 3 months w.e.f. 01.08.2018 to 31.10.2018.	The proposal has been ratified by the Board. The agencies have been intimated.
22/22	Information in respect of 59 Muster Roll Employees engaged on various assets	Being informative agenda, administrative action has been taken.

	of DUSIB w.e.f the year 2004-2005.	
22/23	Extension of tenure of engagement of Shri R.K. Gupta, Retd. Superintending Engineer as Consultant.	As per approval of the Board, Office order has been issued.
22/24	Extension of tenure of engagement of employees on Contract Basis	Being informative agenda, administrative action has been taken.
22/25	Extension of tenure of engagement of employees engaged against vacant posts of Jr. Stenographers and Patwaris on contract basis.	Being informative agenda, administrative action has been taken.
22/26	Re-employment of Retired employees of DUSIB.	As per approval of the Board, the process is being initiated.
22/27	Continuation of the Post of Chief Engineer.	Office order has been issued.
22/28	Adoption of Recruitment Regulations for Recruitment/Promotion of the employees of DUSIB	The approval of the Board has been noted for future action.
22/29	(A) Information regarding hiring the services of Data Entry Operators (DEOs) and (B) I.T. Professionals (1 No. System Analyst and 3 Nos. Programmers) against vacant posts in DUSIB.	Being informative agenda, administrative action has been taken.
22/30	Scheme for grant of free-hold rights to residents/ occupants of JJ tenement situated in 6 JJR colonies of Delhi	Since the Board has not approved the agenda, as such no action is warranted.
22/31	Disciplinary proceedings case against Sh. G.L. Gupta, Dy. CA (Retd. u/s)- Retired on 31.10.2011.	Required order is yet to be issued as some correction is needed before issue of order. The same has been incorporated in Agenda Item no. 23/01.
22/32	Disciplinary proceedings case against Sh. O.P. Nasa, B&FO (Retd. u/s)-	Required order is yet to be issued as some correction is needed



	Retired on 30.09.2010.	before issue of order. The same has been incorporated in Agenda Item no. 23/01.
22/33	Disciplinary proceedings case against Sh. Ajay Pal Mitra, A.O.(Current duty) (Retired U/S)- Retired on 30.09.2012.	Required order is yet to be issued as some correction is needed before issue of order. The same has been incorporated in Agenda Item no. 23/01.
	<b>TABLE AGENDA</b>	
1.	Ratification of the approval/information accorded for the 'Appointment of Financial Consultant cum Transaction Advisor for the Development of housing projects on public private partnership (PPP) mode under the scheme of Pradhan Mantri Awas Yojana(Urban) for In-situ slum redevelopment at different locations in Delhi.'	The work has been initiated by the Financial Consultant.
	<b><u>Issues raised by Members of the Board</u></b>	
	The Hon'ble Dy. Speaker and Ms Rakhi Birla, MLSA has requested to open the Extension Counter/Branch of Punjab National Bank in vacant Community Hall situated at P-Block, Mangolpuri. This issue was deliberated in the Meeting.	It was decided that DUSIB shall identify its vacant lands and buildings for revenue generation and safeguarding them from encroachment. An Action Plan to implement such scheme is under process.
	Shri Sahi Ram, Hon'ble Member raised the issue of allotment of built up flats to the JJ dwellers of Sanjay Colony whose jhuggies were demolished during road widening by PWD.	Provisional demand notice for Rs.18.00 Crores has been raised with PWD in r/o Relocation and rehabilitation of JJ basti New Sanjay Camp, Okhla Ph-I & II vide

		letter dated 12.7.2018 which is yet to be received.
	<p>Shri Akhilesh Pati Tripathi, Hon'ble Member raised the issue of timely execution of Housing Project at Sangam Park.</p> <p>The Member also raised the issue of allotment of land for graveyard at Inderlok.</p>	<p>The proposal submitted to Govt. for approval was returned back with the remarks to take up the matter with Consultant M/s JLL Property Consultant Pvt. Ltd. appointed for slum in-situ housing and the same is under process.</p> <p>It has been decided to examine the issue separately.</p>
	Shri Hazari Lal Chauhan, Hon'ble Member raised the issue of grant of relaxation in payment of interest on belated payments in respect of Slum Tenements situation at Ranjeet Nagar Phase-I & Phase-II.	It has been decided that the matter will be examined and put up separately in due course.
	Shri Bipin Rai, Member(Expert) that certain cases of relocation where Appellate Authority, Rehabilitation has accepted the appeal and the JJ dwellers have deposited beneficiary contribution are still pending for draw of flats.	The cases of jhuggi dwellers of JJ Basti Sardar Patel Camp No.4, Jwalapuri, where Appellate Authority has allowed the appeal are under process. The draw of these JJ dwellers will be held after the approval of Competent Authority. Further, there is one case of JJ basti Nehru Camp, NH-24 Appellate Authority has approved the appeal, the draw of the beneficiary will be held alongwith the draw of other beneficiaries whenever be held.

**AGENDA ITEM NO.23/03**

**HOUSING LOAN TO THE ELIGIBLE JJ DWELLERS .**

1 Delhi Slum & JJ Rehabilitation and Relocation Policy, 2015 has been notified vide No. F.No.730(7)/UD/BSUP/2016/CD No. 021366111/3014-22 dated 11.12.2017 by the Urban Development Department, Govt. of NCT of Delhi, after approval of Hon'ble Lt. Governor, Delhi. It has been provided in Clause 4 (v) of Part-B of the said Policy that Delhi Urban Shelter Improvement Board may assist those beneficiaries who are not able to arrange the contribution to avail loans from Banks/ Financial Institutions including Cooperative Banks.

2 As per the said Policy eligible JJ dweller has to pay Rs. 1,12,000/- (Rs. One Lakh Twelve Thousand) towards the contribution of the beneficiary per dwelling unit. In addition, the beneficiary is required to pay an amount of Rs. 30,000/- (Rs Thirty Thousand) at the time of the allotment of the dwelling unit, towards the cost of maintenance for a period of five years.

3. Department for Welfare of SC/ST/OBC/Minorities vide Order No. 28(23)/2010-11/SDCT/P&S/P-1/10535 dated 27.09.2011 had communicated the Cabinet Decision No.1810 dated 19.09.2011 for Financial Assistance to Scheduled Castes Slum dwellers being relocated by DUSIB. The SC slum dweller has only to pay Rs.1,000/- as beneficiary contribution as against Rs.1,12,000/- by General Category. Accordingly, Department for Welfare of SC/ST/OBC/Minorities is making payment of Rs.1,11,000/- to DUSIB towards beneficiary contribution in respect of eligible JJ dwellers belonging to Schedule Caste category. Thus, eligible Scheduled Caste JJ dweller has to pay only Rs.31,000/- only (i.e.Rs.1,000/- + Rs.30,000/- for maintenance for 5 years).

4 It has been observed that some of the beneficiaries, including Schedule Caste category, are finding it difficult to arrange the said amount payable either by themselves or through the institutional loan mechanism. Banks do not rate the creditworthiness of the JJ dwellers very good as most of them work in unorganised sectors and do not have assured source of income and proof. In the past, DUSIB had invited Expression of interest from banks and other financial institutions for providing loans to the beneficiaries. However, the response was poor.

5 Delhi Cooperative Housing Finance Corporation Ltd.(DCHF) has come forward to provide the loan to the beneficiaries/ allottees of flat by DUSIB under Delhi Slum & JJ Rehabilitation and Relocation Policy, 2015 EMI

@ 8.25% (prevailing floating rate of DCHFC) for a period of 5 years (60EMIs) and on the terms & conditions mentioned in the Memorandum of Understanding(MOU) and Tripartite Agreement. The copy of offer submitted by DCHFC is annexed as 'Annexure-I (Colly)'.  
6. As mentioned above, eligible JJ dweller belonging to General Category has to pay Rs. 1,42,000/- (Rs1,12,000/- + Rs.30,000/-) and the eligible JJ dweller belonging to Scheduled Caste category has to pay to pay Rs. 31,000/- (Rs1,000/- + Rs.30,000/-) for allotment of alternative accommodation. DCHFC has agreed to provide loan of Rs.1,10,000/- to the eligible JJ dweller belonging to General Category and Rs.20,000/- to the eligible JJ dweller belonging to Scheduled Caste category. As such, the eligible JJ dwellers belonging to General Category have to make arrangement for payment of Rs. 32,000/-. Similarly, the eligible JJ dwellers belonging to Scheduled Caste category have to make arrangement for payment of Rs. 11,000/-. The approximate instalment (EMI) for general category will be Rs.2300/- per month and for scheduled caste category it will be Rs.400/- per month (approx.) at the 8.25% floating rate of interest.

7. DCHFC has also put a provision that the Allotment Letter and Provisional Eligibility Letter shall be deposited with DCHFC as a collateral security which will be retained till the outstanding loan is fully repaid.

8. The Finance Wing of DUSIB has proposed that in case of default, in repayment of loan by the beneficiary leading to cancellation of allotment, the entire amount of initial payment of Rs.31,000/- and Rs.11,000/- made by the beneficiaries of General Category and Scheduled Caste Category respectively shall be forfeited by the DUSIB to discharge the entire outstanding loan liability including interest and penal interest to DCHFC in respect of such defaulters in term of Clause 16 of the Tripartite Agreement.

9. The matter is placed before the Board for information and approval of Terms and Conditions, Memorandum of Understanding (MOU) and Tripartite Agreement.

2221c ✓ Pr Dir (Rehab)

# DELHI CO-OPERATIVE HOUSING FINANCE CORPORATION LTD.

3/6 Siri Fort Institutional Area, August Kranti Marg, New Delhi-110049

Website : www.dchfcdelhi.nic.in • E-mail : dchfcl@gmail.com

Phone : 26491111 Fax : 26496332

F.No.49(35)/2018-19/DCHFC/381

Dated 22.05.2018

To

The Principal Director  
Delhi Urban Shelter Improvement Board (DUSIB)  
Govt. of NCT of Delhi (Rehabilitation Section),  
Opp. Shivaji College Sports Complex,  
Raja Garden, New Delhi-110029

✓ E-97519/CRJ2  
22/5/18  
Pr. Dir. (Rehab.)

Sub: Loan by DCHFC to the beneficiary / allottee of Flat by DUSIB under Delhi Slum & JJ Rehabilitation Policy

Sir,

This has reference to our earlier letter of even no. dated 24.11.2017 (copy enclosed) for ready reference. In response to the letter, kindly refer letter No.PS/Pr.Dire (Rehab./DUSIB/2017/D-503 dated 19.12.2017 (copy enclosed).

As desired, terms and conditions of housing loan will be as under :-

1. The beneficiary will have to apply for Nominal Membership with fees of Rs.236/- per member through loan application.
2. The beneficiary has to be a Delhi resident and below 60 years of age.
3. The loan will be for a period of 5 years (60 EMI).
4. The EMI @ 8.25% (prevailing floating rate of DCHFC).
5. The TPA between beneficiary, DUSIB and DCHFC will be executed with the clause that on cancellation of allotment of flat DUSIB will make the payment of entire dues of DCHFC i.e. principal + interest + penal interest. In addition to that, in case DUSIB fails possession of defaulter member's flat and re-allot the same to the new member within 60 days, in that case, the DCHFC shall be entitled to recover the loan dues from the DUSIB.
6. The Loan Agreement will be executed between beneficiary and DCHFC after sanction of loan.
7. The disbursement will be made directly to DUSIB / competent authority after execution of TPA and other loan documents.
8. 0.25% of loan amount will be kept as Loan Linked Deposit.
9. Lease Deed, Possession documents etc. will be directly handed over to DCHFC.

Copies of the following are enclosed :-

- i) Loan Application
- ii) Loan Agreement
- iii) Tripartite Agreement to be executed between the Member, DCHFC and DUSIB

We would appreciate, if the terms and conditions of the scheme is approved.

Yours faithfully,

(Binay Bhushan)  
General Manager

✓ DUSIB  
ITO

Dr. Director  
DUSIB, NO. 734  
REHABILITATION  
30-05-18

688  
25/05/18

R-296/A.D.C.IV  
31/5/18

DD (R) HQ  
Encl. As above.  
28/5/18

ADUR/MR - 11 -  
Put up on file  
K. S. Bhat



# DELHI CO-OPERATIVE HOUSING FINANCE CORPORATION LTD.

3/6 Siri Fort Institutional Area, August Kranti Marg, New Delhi-110049

Website : www.dchfcdelhi.nic.in, Email : support@dchfcdelhi.nic.in

Phone : 26491111 Fax : 26496332

226/

R-2562/M/A/18  
04/9/18  
To

F.No.49(35)/2018-19/DCHFC  
Dated 04.09.2018

✓ Shri Ravi Dadhich  
~~Executive Director~~ Member (Admin)/CWO  
DUSIB  
Punarvas Bhawan,  
I.P.Estate,  
New Delhi-110002

Sub: Loan by DCHFC to beneficiary / allottee of Flat by DUSIB under Delhi  
Slum & JJ Rehabilitation Policy

Dear Sir,

May kindly recall the discussions held by our General Manager with you and other officers on 18.07.2018. During the discussions, it was suggested that as the allotment of the flat will be done by DUSIB, hence DUSIB have first charge on the property. The execution of the conveyance deed should not be insisted as involves huge amount which the beneficiary may not be able to bear. Further, in case of default of repayment of loan 4-6 months on receipt of intimation from DCHFC, DUSIB will cancel the allotment and make the payment of DCHFC's dues. Memorandum of Understanding (MoU), Tripartite Agreement (TPA) are to be executed, may be amended suitably and submitted to DUSIB for further necessary action.

The draft MoU and TPA to be executed is enclosed, herewith, for approval and further necessary action..

Yours faithfully,

Urgent

DD/Retab (H/A)

M. discuss with file

Ravi Dadhich

Encl. As above. 5/9/18

(Anita Agarwal)  
Senior Manager

CC:

1. Managing Director, DCHFC
2. General Manager, DCHFC.

## Memorandum Of Understanding

This memorandum of understanding (MOU) is made at New Delhi, on the day .....2018 between Delhi Co-operative Housing Finance Corporation Ltd. (DCHFC), a housing finance institution classified as an 'apex' under section 74(b) of Delhi Co-operative Societies Act,2003 having its registered office at 3/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi, hereafter referred to as 'DCHFC' (which expression shall unless the context otherwise require includes its successors and assigns) or the FIRST PARTY.

AND

The Delhi Urban Shelter Improvement Board (DUSIB), having its Principal office at Punarwas Bhawan, I.P.Estate, New Delhi, hereafter referred to as 'DUSIB' (which expression shall unless the context otherwise require include the successors and assigns) or the SECOND PARTY

Whereas the Government has taken a major initiative in implementation of relocation scheme through the DUSIB for Slum Dwellers in Delhi so as to provide them access to dwelling unit on lease basis in the name of husband and wife of each relocated family for a period specified in allotment letter.

AND

Whereas for the above purpose, DUSIB has allotted houses to each slum dweller family on lease basis for a period of 10 years.

Whereas DCHFC has agreed to provide the home loan assistance to the beneficiaries as per the policy, process and procedures of DCHFC Home Loans.

In consideration of the aforesaid the Parties agrees to follows :-

1. That the DUSIB will provide to DCHFC a complete list Beneficiaries who are seeking loan from DCHFC and who have been allotted relocation flats / plots / houses under the Relocation Scheme of the Delhi Government. The relocation flat / plots / houses will be allotted to the relocated Slum Dwellers on lease basis for a period of 10 years through the allotment letter. The list of Slum Dwellers will contain details of the name of allottee / beneficiaries, husband and wife, with their photographs, address proof, Bank Account details, ADHAR card details and their age, number of the plot allotted to each slum dweller family, etc.
2. The DUSIB shall allot the property to the Beneficiary and adjust the amount received from DCHFC towards the Beneficiary share amount of the said property.
3. That the DUSIB undertakes that the lease deed / allotment letter executed between the DUSIB and the beneficiaries / Slum Dwellers relocated in Delhi, shall not be changed / amended until DCHFC Home Loan, interest and other dues, are fully repaid.
4. That the original document / ownership documents / title documents being issued by DUSIB in the name of beneficiary, containing the terms and conditions of allotment of the flat / plot / house on Lease / License basis, with photographs of the allottee beneficiary including spouse, on which DUSIB has allotted the plot / flat / house to the relocated Slum Dwellers / Beneficiaries shall be passed on / deposited with DCHFC by DUSIB as a collateral security for availing DCHFC Home Loan, which shall be retained by it (DCHFC) until it's (DCHFC) Home Loan along with interest, being released to the concerned Slum Dwellers / beneficiary, is fully repaid to DCHFC.
5. That the DUSIB / Beneficiary will put a Display Board clearly indicating that (1) this dwelling unit has been funded by Home Loan from Delhi Co-operative Housing Finance Corporation Ltd. (II) DUSIB allotted Plots / Flats / house are non-transferable in any manner and any person buying or dealing with the Plot / flat / house shall be treated as illegal occupant and will not be recognized either by



DUSIB and DCHFC as the allottee of the plot / flat / house and illegal transfer will have no title whatsoever and will be summarily evicted by DUSIB.

6. The DUSIB agrees that it shall not pay any amount to the Beneficiary on any account whatsoever, including towards refund, without prior written consent of DCHFC.
7. In case the Beneficiary defaults in payment of 4 or more consecutive repayments instalments as specified by DCHFC in its sanction letter, the DUSIB shall have the right to cancel the allotment of the property in the name of the Beneficiary and shall reposses property. The DUSIB shall be entitled to re-allot the said property to some other person and shall be liable to repay the entire outstanding including interest and penal interest of subject property to the DCHFC within 120 days.
8. In case the DUSIB is unable to recover the total amount due within 120 days from the date of receipt of intimation from DCHFC, the DUSIB shall pay to DCHFC the amount / dues payable by the Beneficiary pursuant to the loan granted by DCHFC to the Beneficiary.
9. The Final Allotment letter and provisional eligibility letter and other original title document like Lease Deed pertaining to property which were deposited with DCHFC at the time of disbursement for the purpose of creating collateral security, for availing Home Loan, shall only be released by DCHFC after the receipt of total outstanding to DCHFC, as per its intimation letter.
10. That the DUSIB will provide standardized plans approved by DUSIB for the Houses being allotted to the beneficiary family.
11. Nothing in this Memorandum of understanding (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties, nor, except as may be expressly provided herein, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.

12. Any dispute, difference, controversy or claim between the Parties (DUSIB and DCHFC) arising out of or relating to this Agreement or the construction, interpretation, breach, termination or validity thereof (\*Dispute\*) shall be finally settled under Disputes Settlement Committee under Chief Secretary, GNCTD or Delhi Cooperative Societies Act, 2003 or the rules of arbitration set out under the Indian Arbitration and Conciliation Act, 1996 by sole arbitrator mutually appointed by the Parties. The place of arbitration shall be New Delhi only and all the arbitration proceedings shall be conducted in the English language. Each Party shall bear its respective costs of the arbitration, unless arbitrators otherwise direct in their arbitral award.

IN WITNESS WHEREOF THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES.

1. Seal, Signed and delivered by : Authorised officer of DUSIB

Name:

2. Seal, Signed and delivered by : Authorised officer of DCHFC

Name:

3. Witnesses

1. ....	2. ....
.....	.....
.....	.....
.....	.....

TRIPARTITE AGREEMENT

This agreement is made at New Delhi, on the day .....2018 between Delhi Co-operative Housing Finance Corporation Ltd. (DCHFC), a housing finance institution classified as an 'apex' under section 74(b) of Delhi Co-operative Societies Act,2003 having its registered office at 3/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi, hereafter referred to as 'DCHFC' (which expression shall unless the context otherwise require includes its successors and assigns) or the FIRST PARTY.

AND

The Delhi Urban Shelter Improvement Board (DUSIB), having its Principal office at Punarwas Bhawan, I.P.Estate, New Delhi, hereafter referred to as 'DUSIB' (which expression shall unless the context otherwise require include the successors and assigns) or the SECOND PARTY

AND

Shri / Smt. / Ms. .... and Smt.....  
(being the beneficiaries of ..... Delhi, Survey Number  
(Provisional eligibility Letter) ..... ID Proof .....and ID  
Number ..... near ....., Delhi is hereafter referred to as  
'Beneficiary' (which expression shall unless the context otherwise require include the  
successors and assigns) or the THIRD PARTY.

Whereas the Government has taken a major initiative in implementation of relocation scheme through the DUSIB for Slum Dwellers in Delhi so as to provide them access to land and infrastructure and also formal tenure / authorised status for land on lease basis in the name of husband and wife of each relocated family.

AND

Whereas for the above purpose, DUSIB has allotted houses to each slum dweller family on lease basis for a period of 10 years.

AND

Whereas DUSIB has requested the beneficiary to pay Rs. ..../- (Rupees  
..... Only) to become eligible.

AND

Whereas DCHFC has agreed to provide the home loan assistance of Rs. ....../- (Rupees .....Only/-) to the beneficiary as per the policy, process and procedures of DCHFC Home Loans.

In consideration of the aforesaid the Parties agrees to follows :-

1. The allotment letter and provisional eligibility letter, pertaining to the property being allotted to beneficiary, shall be deposited with DCHFC as a collateral security, by depositing original title documents with DCHFC, till the outstanding loan which is being (including interests and charges, etc.) taken by the beneficiary is fully repaid.
2. The DUSIB will first issue provisional eligibility letter to the beneficiary. The allotment letter and provisional eligibility letter, pertaining to the property being allotted to beneficiary, shall be deposited with DCHFC as a collateral security, by depositing original title documents with DCHFC, till the outstanding loan which is being (including interests and charges, etc.) taken by the beneficiary is fully repaid.
3. That DCHFC will provide home loans on the basis of the beneficiary eligibility being assessed as per the terms and conditions briefed in the letter of Intent from DCHFC, and further, as per the internal policy, processes and procedures of DCHFC.
4. The amount of loan shall be directly disbursed in favour of DUSIB towards beneficiary's share of the property and Beneficiary shall be required to repay the said Home Loan to DCHFC as per the amortization, sanction letter and Home Loan Agreement being produced by DCHFC and signed by Beneficiary and his family members in the loan structure.

5. That DCHFC will provide home loans of upto RS. ....-/- on the basis of the beneficiary eligibility being assessed as per the terms and conditions briefed in the letter of Intent from DCHFC, and further, as per the internal policy, processes and procedures of DCHFC.
6. The amount of loan shall be directly disbursed in favour of DUSIB towards beneficiary's share of the property and Beneficiary shall be required to repay the said Home Loan to DCHFC as per the amortization, sanction letter and Home Loan Agreement being produced by DCHFC and signed by Beneficiary and his family members in the loan structure.
7. The Beneficiary agrees that in all cases, the loan amount disbursed by DCHFC in favour of the DUSIB towards payment of beneficiary's share of the property shall be considered as amount borrowed by the Beneficiary and the Beneficiary shall be liable to repay the same to DCHFC. The Beneficiary shall be responsible to bear any delay in repayment of consideration amount (beneficiary share) to the DUSIB and the Beneficiary agrees to pay to the DUSIB all charges and levies, if any, on account of delay in the payment of the Beneficiary shares.
8. The DUSIB will have a right to receive back possession of the property in case the Beneficiary defaults in repayment of the Home Loan taken by the Beneficiary from DCHFC.
9. The Beneficiary/DUSIB shall hand over original possession letter of the property /original lease deed, to DCHFC.
10. The lease to the property granted in favour of the Beneficiary shall be non-transferable and non-assignable. The Beneficiary shall not be entitled to transfer, partwith, possession or otherwise dispose of the said property in any manner whatsoever, including by way of gift deed, donation, sale deed etc. The Beneficiary shall not directly or indirectly do anything which adversely affect the title of property, without the permission of DCHFC and DUSIB.

11. The property being allotted by DUSIB to the Beneficiary shall be considered as a part of the collateral security in lieu of home loan granted by DCHFC.
12. The DUSIB agrees that it shall not pay any amount to the Beneficiary on any account whatsoever, including towards refund, without prior written consent of DCHFC.
13. That the original document / ownership documents / title documents being issued by DUSIB in the name of beneficiary, containing the terms and conditions of allotment of the flat / plot / house on Lease / License basis, with photographs of the allottee beneficiary including spouse, on which DUSIB has allotted the plot / flat / house to the relocated Slum Dwellers / Beneficiaries shall be passed on / deposited with DCHFC by DUSIB as a collateral security for availing DCHFC Home Loan, which shall be retained by it (DCHFC) until it's (DCHFC) Home Loan along with interest, being released to the concerned Slum Dwellers / beneficiary, is fully repaid to DCHFC.
14. In the event of death of the Beneficiary prior to complete repayment of the loan, the loan shall be required to be paid by the legal heirs of the Beneficiary in whose name the property shall be transferred in the records of DUSIB and that proposed transfer shall be intimated to DCHFC by DUSIB and shall be done after execution of loan documents by such legal heirs if required.
15. In case the Beneficiary defaults in payment of 4 or more consecutive repayments instalments as specified by DCHFC in its sanction letter, the DUSIB shall have the right to cancel the allotment of the property in the name of the Beneficiary and shall reposses property. The DUSIB shall be entitled to re-allot the said property to some other person and shall be liable to repay the outstanding of subject property to the DCHFC within 120 days.
16. In case of default, in repayment of loan by the beneficiary leading to cancellation of allotment, the entire amount of initial payment of Rs.31,000/- and Rs.11,000/- made by the beneficiaries of General Category and Scheduled Caste Category respectively shall be forfeited by the DUSIB to discharge the entire outstanding

loan liability including interest and penal interest to DCHFC in respect of such defaulters in term of Clause 16 of the Tripartite Agreement.

17. The Final Allotment letter and provisional eligibility letter and other original title document like Lease Deed pertaining to property which were deposited with DCHFC at the time of disbursement for the purpose of creating collateral security, for availing Home Loan, shall only be released by DCHFC after the receipt of total outstanding to DCHFC, as per its intimation letter.
18. Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties, nor, except as may be expressly provided herein, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.
19. Any dispute, difference, controversy or claim between the Parties arising out of or relating to this Agreement or the construction, interpretation, breach, termination or validity thereof (\*Dispute\*) shall be finally settled under Delhi Cooperative Societies Act, 2003 or the rules of arbitration set out under the Indian Arbitration and Conciliation Act, 1996 by sole arbitrator mutually appointed by the Parties. The place of arbitration shall be New Delhi only and all the arbitration proceedings shall be conducted in the English language. Each Party shall bear its respective costs of the arbitration, unless arbitrators otherwise direct in their arbitral award.
20. Subject to the provisions of clause 18 providing for arbitration, for any legal proceedings, the Courts at New Delhi shall have exclusively jurisdiction in relation to such proceedings.

IN WITNESS WHEREOF THE PARTIES TO THIS TRIPARTITE AGREEMENT HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES.

1. Seal, Signed and delivered by : Authorised officer of DUSIB  
Name:

2. Seal, Signed and delivered by : Authorised officer of DCHFC  
Name:

3. Seal, Signed and delivered by : Beneficiary  
(Borrower & Co-borrowers in DCHFC Home Loan)  
Name and Signature

Survey Number / Provisional eligibility Letter No.....

4. Witnesses

1. ....	2. ....
.....	.....
.....	.....
.....	.....



AGENDA ITEM NO 23/04

PROPOSAL REGARDING GRANT OF ONE TIME RELIEF IN PENALTY TO THE ALLOTTEES / PURCHASERS OF FLATS ALLOTTED UNDER SLUM CLEARANCE SCHEME BY REDUCING THE INTEREST RATE FROM 18.00% PER ANNUM TO 7.00% PER ANNUM.

1. The Hon'ble Member of Legislative Assembly, AC- 24, Sh. Hazari Lal Chauhan, vide his letter dated 3<sup>rd</sup> Nov. 2017(P-4/C) addressed to CEO, DUSIB has requested for settlement by lowering down the interest rates to 6%-7%, waive-off the penalty fee and interest assessed on the residents of ABCDE & XYZ Blocks, Ranjeet Nagar Ward – 96, (AC-24), Patel Nagar Constituency. In this connection, the details facts of the cases are given below:-
2. Under the Slum Clearance Scheme of Government of India large number of Slum Tenements (Approx.18,000) were constructed by the Slum & JJ Department, Municipal Corporation of Delhi/ Slum Wing, DDA up to 1990s to provide alternative accommodation to the evictees from Slum/ JJ Area and properties located in walled cities .
3. Up to 11.6.1984, the erstwhile Slum & JJ Department/ DDA had allotted 13851 flats to the evictees from Jhuggi Jhompri Areas/ Slum Areas on licence fee basis. The location-wise details of tenements is shown in **Annexure-I**. After 11.6.84, the department has allotted about 4361 flats on cost basis which includes 2315 allotted to riot-victims of 1984 at various locations. Out of these tenements, 1664 tenement/flats are situated in Block ABCDE & XYZ in Ranjeet Nagar and A-Block New Ranjeet Nagar.
4. During 1984 the Government of India had decided to grant lease hold right to the allottees/ purchasers of flats and detailed guidelines were circulated by the Ministry of Works & Housing vide letter No. K-17011/71/83-DDIA dated 11.6.1984. Further guidelines were also issued by GOI, Ministry of Urban Development vide letter no K-17012/12/87/DDIA/11B dated 23.12.93 for amending /reducing the liquidation Cost. The disposal cost of tenements was accordingly fixed between Rs. 3800/- to Rs.55200/- as per policy guidelines depending upon the year of construction of flats.
5. All the occupants of these tenements were required to deposit the arrears of license fee and liquidation cost of the flats. Initially, the occupants/allottees of flats were required to pay the license fee upto the cut off dates as per the policy of GOI from time to time, and ownership rights were

to be granted after the payment of Liquidation Cost. However, a large number of the occupants did not respond to the demand notices issued from time to time and did not pay the demanded amount which resulted in huge accumulation of outstanding dues against these flats. The interest @18% p.a. as penal interest is being charged from them after giving them due credit for the amount deposited, if any.

6. In spite of such a liberal policy, people living in these tenements are not turning up for free hold. The details of tenements where free hold/lease hold rights have been granted as on 31.07.2018 is given below:-

(A) Lease & Liquidation Branch:-

1.	Total No flats/tenements allotted prior to 11.06.1984	13851
2.	(Less) Sweeper Tenements	(-) 2208
3.	Lease Hold Right given	3515
4.	(Less) Free Hold Right given/allowed	3971
5.	<b>Balance to be converted into free hold</b>	
	<b>(13851-2208=11643-3971=7672)</b>	<b>7672</b>

(B) Allotment Branch:-

	No of tenements allotted after 11.6.84	4361
	No of tenements where freehold rights granted (-)	407
	<b>Balance</b>	<b>3954</b>

Thus, DUSIB has to recover the outstanding dues from the occupants of 11626 flats (7672+3954).

7. The license fee/ cost of the tenements are the main source of receipt of the department. The department has no other source of income except collecting license fee, Ground Rent, premium etc. DUSIB has received licence/fees/liquidation of tenement to the tune of Rs.138.43 lakhs in 2015-16, Rs.93.00 lakhs in 2016-17 and Rs. 99.82 lakhs Rs 2017-18.

8. However, considering the demand of Hon'ble MLA, Sh.Hazari Lal Chauhan, the DUSIB has conducted an exercise to assess the interest component on Cost of the flats in respect of the flats located at Ranjeet Nagar presuming that no amount has been deposited by occupants of the flats. The due credit will be given for the amount already deposited by the occupants while computing the actual outstanding dues in individual cases. As per the rough estimates, the overall amount of interest @18% p.a. and 7% p.a in respect of 1664 flats at Ranjeet Nagar computes to Rs.7,11,48,000/-

and Rs.2,76,68,480/- respectively. Thus there will be a financial implication to the tune of Rs.4,34,79,520/- in respect of Ranjeet Nagar flats only in granting of relief of penalty from 18% to 7% p.a. .

9. To maintain parity, the proposal for grant of relief in penalty may be considered for a period of six months upto 31.03.2019 for all the tenements in different locations as shown in **Annexure I** and tenements under the control of Lease & Liquidation and Allotment Sections which have not been converted into lease-hold/free-hold as yet.

10. The proposal for grant of relief in penalty from 18% p.a. to 7% p.a. is placed before the board for consideration and appropriate decision.

118/c  
Annexure-A  
10/c

SLUM & JJ DEPARTMENT  
MUNICIPAL CORPORATION OF DELHI  
LEASE & LIQUIDATION SLUM

NO. D-1274/15/2005

Date: 29/11/05

This is in reference to letter no. DD/DRIA/05/D-265 dated 09.12.05 with regard to the correction, if any, in the data provided by the branch. Some minor correction is to be made viz. at sr. No. 30, no of tenements are 572 instead of 1064 and another is to be added at sr. No. 44 Jhangipuri & no of tenements are 900

The Detail of Slum Tenements in various colonies is as under:

Sr. No.	Name of Colony	No. of Tenements
1	Bani Nagar	420
2	Brahmapuri	120
3	Regharpara	60
4	Amrit Kaur Pun. I	72
5	Hithmi colony	1190
6	New Moti Ngr. Ph. I	120
7	New Moti Ngr. Ph. I	640
8	New Moti Ngr. Ph. II	588
9	New Moti Ngr. Ph. III	328
10	Wardha Nagar	296
11	Nehru Nagar Ph. I	396
12	Nehru Nagar Ph. II	396
13	Inder Lok Ph. I	960
14	Inder Lok Ph. II	128
15	Swami Dayanand colony	96
16	Bagh Amba	160
17	Mata Sunder Road	184
18	G. I. Road, Shahdra	392
19	Ahata Kidara	168
20	E. S. A. Colony	256
21	Swami Dayanand colony	256
22	G. S. A. Colony, M. & N block	192
23	Padam Nagar	72
24	Amba Bagh Ph. I	72
25	Basti Naraini	96
26	Sheesh Mahel	96
27	Gadar Basti	72
28	Kulkari	572
29	M. S. Road	96
30	Rupam Nagar	48
31	Katra Naba Karim	72
32	DEI colonies	64
33	Turkman gate	480
34	Sarai phoos Ph. I	96
35	Sarai phoos Ph. II	80

9/c  
-27-

38	Amrit Kaur puri	12
39	Amrit Kaur puri	60
40	Dujana House Ph. I	40
41	Dujana House Ph. II	40
42	Ancha Mughal, T.C	24
43	Swcept Tenements	2200
44	Jahangirpuri	900

Total flats under the disposal of L&L (S) : 13,851

D.S. (Dir. Ed.)

(Anand Prakash)  
Dy. Director (L & L) S

*[Handwritten signature]*

AGENDA ITEM NO. 23/05

POLICY FOR REGULARISATION OF COAL DEPOTS ALLOTTED ON LICENCE FEE BASIS AND THEN CANCELLED BY THE ERSTWHILE SLUM & JJ DEPARTMENT (NOW DUSIB) OF POLICY.

1. The erstwhile Slum & JJ Department (now DUSIB) had allotted on "**licence fee basis**" the plots for trade of coal under the Public Distribution System in the year 1960's onwards. In some cases, it is reported that G-8A receipts have been issued by the then staff in the past wherein it is revealed that instead of "**licence fee**", the money was charged and receipts issued for *Lease, Ground rent, premium of land etc.* It is also revealed that these plots range in different size measuring from 70 to 200 sq.yds. As per records, there are 85 (Approx.) coal depots situated in 45 JJR colonies. By the passage of time, the coal depot allottees have also encroached the appurtenant land. It is also seen in some of the files that these coal depots were also earlier cancelled during the year 1999-2000 for violation of terms and conditions but the possession of the same could not be taken over by the department. The collection of licence fee was also stopped w.e.f. 21.9.2011. It is pertinent to mention here that the pieces of prime land were allotted at cheap rates for supply of coal under the PDS but with the passage of time and closure of coal trade, the occupants started using the plot of coal depot for usages other than coal depots like offices, business establishments and residences etc. A large number of sites have also reportedly changed hands over the period of time.
2. A number of Writ Petitions were filed by various persons in the Hon'ble High Court of Delhi wherein the issue of coal depot was contested. The Hon'ble High Court of Delhi considered the various resolutions and policy guidelines issued by the MCD from time to time and also observed that the business of running the coal depots came to an end in the 1994-95 beyond which it was not permissible under the law to run a coal depot on the said land. The Hon'ble Single Judge of the Hon'ble Delhi High Court after considering every averment of the writ petitioners preferred to have dismissed all the writ Petitions by order dated 27<sup>th</sup> July 2015 ( **Shanti Devi & Ors. Vs. Govt. of NCT of Delhi and others in WP© 3455/2012 and CM Nos. 7287/2012, 9218/2012, 19625/2012, & 6301/2014**).
3. The above order of the Hon'ble Single Judge was challenged by way of 13 LPA's before the division Bench of the Hon'ble High Court of Delhi. The Lead matter being Rajiv Narula vs Govt. of NCT of Delhi (LPA 542/2015) and ors.

4. The Division Bench of the Hon'ble High of Delhi while considering the above LPA's came to the conclusion that the policy of the MCD is not Arbitrary and Illegal, however, where the property in question has not been allotted/ handed over by MCD though a tehbazari license has been issued, the revocation / expiry of the said tehbazari license would only entail the person not to continue with the trade of coal, however he cannot be dispossessed from the property in question by MCD as it has no better title than the person occupying it.

5. Keeping in view of the above Judgments and legal opinion dated 10.9.2016 given by the Standing Counsel of the DUSIB, the department had also issued the cancellation order in respect of all the 85 coal depots sites either allotted by the predecessor of the DUSIB or encroached upon in the garb of Coal Depot. It is also pertinent to mention here that the Hon'ble High Court has specifically observed that :

*"While a lessee acquires interest in property, a licensee does not. The licensee occupies the property only on the basis of permission granted by the grantor and acquires no rights, title or interest in the property. Once the licence is revoked the licensee does not have any right to continue in occupation of the premises and is liable to be evicted"*.

6. In order to initiate action in the coal depots, a note was put up for kind perusal and approval of the Hon'ble Minister of UD / VC, DUSIB, wherein it was proposed that a joint survey of all the coal depots be conducted to ascertain the site situation and extent of construction and usage in respect of each plot, sealing of these properties in the first instance, and demolition of the structures and retrieval of land. Accordingly, cancellation of all the coal depots was done and issued in individual case files. A copy of the note having approval of the Hon'ble VC, DUSIB and cancellation orders issued is attached herewith as **ANNEXURE-"1"**.

7. In response to the cancellation orders, a representation of "Delhi Pradesh Coal Dealers Association (Regd.)" and also letter of Hon'ble Speaker of Delhi Vidhan Sabha, duly forwarded by the Hon'ble Minister (UD), Govt. of NCT of Delhi, was received in the department. In both the representations, the occupants of coal depots have mainly requested for keeping in abeyance the orders of cancellation/sealing, in respect of the coal depot plots, passed by the department.

8. In their applications, the applicants have stated that they were allotted the coal depots around 40-50 years back and that they have no other source of income except these coal depots. They have also made a request for framing a policy in respect of these coal depot sites/plots which are situated in various JJR colonies. They have also mentioned some of the decisions of the

Hon'ble High Court of Delhi passed in the matter of coal depots related to MCD etc.

9. In order to have the policies of the DDA and MCD, as per orders, letters were sent to DDA and MCD and personal visits were also made by the staff of the JJR section. AD (OSB), DDA, verbally provided some information on the issue. But he could not provide any documentary evidence in support. However, it was also intimated that the DDA is also in the process of making some decision/policy with regard to coal depots allotted by DDA. It was also intimated that the DDA has allotted plots on various types such as licence fee, lease basis etc. for running coal trade by the persons of the public at the relevant point of time and that the matter has been dealt with and allotments made by various branches of the DDA from time to time. It was also verbally intimated that a case of Smt. Champa Devi was regularized after charging market price after the DDA appointed a valuer and the valuer submitted its report. It is stated to have been done on some court orders. But, no documentary evidence to this effect was provided. However, it was intimated that the DDA may soon hold a meeting of all the concerned branch officers to decide the further course of action relating to the coal depots. The replies to the letters sent to DDA and MCD are still awaited.

10. As per orders and approval, a survey of the 85 coal depots has been carried out by the Survey team of the DUSIB to know the present position at site. As per survey reports provided by the survey teams, the coal depots are now being used by the occupants for various purposes which are summarized as under:

(i) As per the recent survey report at the sites of allotment the present occupation is by only 6 original allottees, 9 Legal heirs, one is damage payee on land, and rest of the plots have changed hands. Information in respect of some plots could not be obtained by the survey team as the same were found locked. All remaining have changed hands.

(ii) The use at site is coal depots by 7 (might be using coal made of wood), and rest are used as commercial (80%), Commercial + Residential, temple, school, and other usages.

(iii) The plots in question are having pucca structures ranging from Ground floor to three stories. There has been encroachment of appurtenant land noticed by the survey team at site. Even un-allotted site is also under occupation at site.



11. Aggrieved with the above action of cancellation orders, 6 occupiers of the coal depots situated in the South Zone of DUSIB in JJR colonies falling under the jurisdiction of the South Zone, DUSIB, have filed civil suits in the Court of law wherein they have challenged the recent cancellation orders issued by the department in respect of the coal depots in question. The matter was heard by the Hon'ble court of law and it was ordered by the court on the statement made by the Advocate of the DUSIB, on instructions, **that without prejudice to the rights and contentions of the defendant and without admitting the case of plaintiff as per plaint, the DUSIB will not dispose the plaintiff / occupants from the suit property i.e. coal depot plots otherwise than by way of due process of law as per the provisions of the DUSIB, Act 2010.** So, at present the said civil suits have been withdrawn by the plaintiffs.

12. It is also pertinent to mention here that three cases are still pending in the Court of Hon'ble LG in respect of the coal depots of East Zone(JJR). Two cases of Coal depots falling under the jurisdiction of West Zone are also already pending in the court of law since long. One case is also pending in the court of law in respect of a coal depot of south zone which has been filed by one of the occupants very recently.

13. The main points of the issue of coal depots which are hanging fire from time to time may be summarized as under:-

i. The Division Bench of the Hon'ble High Court of Delhi in the case of MCD vs Sadhna Grover and Others ( LPA No. 240 of 2006) has dealt with the issue of policy related to Coal Depots. The entire emphasis of the Division Bench, at the relevant time, was to ensure that a uniform policy is followed by the MCD and there is no pick and choose policy adopted by the concerned authorities in regards to the coal depots.

ii. The MCD had also considered the issue of regularization of plots on certain charges but later the whole issue was revisited and a changed policy decision was sought to be taken and implemented in terms whereof no coal depots would be permitted and the allotted sites of coal depots would be utilized for other purposes. The same is evident from the order dated 04/05/2012 passed in MCD vs Sadhna Grover and Others ( LPA No. 240 of 2006).

iii. That undeniably, a comprehensive policy or some other decision in respect of sites allotted for coal depots was warranted as it cannot be disputed that coal has lost its relevance as a fuel for common man. It is no longer a commodity which is distributed under the PDS. *It is in the*

*aforesaid perspective that the MCD adopted the following policy. The relevant extract of which is quoted below:-*

A. Since the business of coal is no longer permissible and relevant. In the present context, the Tehbazari holders or their legal successors should be offered Tehbazari site measuring 7' x 5' preferably in areas near their existing coal depot sites failing which in the same zone or nearby zones.

B. The specific site allotment in each case would be made by the Zonal-Vending Committee / Authority after checking all documents establishing the identity and other credentials of the allottees.

C. The MCD land where the coal depots were running, will be resumed and taken over by the Land & Estate Department / Dy Commissioner of the Zone who will also initiate steps to protect/secure the land so that encroachments are prevented. After checking the permitted land use and completing other formalities as per law/policy suitable projects, to benefit the public and community can be started on the said resumed land by the Remunerative Project Cell/other Departments of MCD.

D. Those persons who continue to do business of sale of coal with proper permission / licences as applicable will be permitted to continue the said business. However, these persons should not encroach / exceed beyond the permitted size of the site.

E. Further, those persons who are running coal depots till date and are in occupation of land more than allotted to them, the excess land shall be taken back immediately from them."

14. The above policy was placed on record before the Hon'ble Delhi High Court in MCD vs. Sadhna Grover and Others ( LPA No. 240 of 2006), and compliance of the same was directed by the Hon'ble High Court vide order dated 12/08/2011.

15. The above policy of the MCD was Challenged by way of different Writ Petitions before the Hon'ble Delhi High Court and the same were taken up for hearing together as it raised common issues and Writ Petition No. 3455/2012 ( Smt Shanti Devi vs Govt. of NCT of Delhi and Others) was taken up as a lead matter. The policy was challenged on two grounds:

a. The petitioners alleged that the policy dated 06.07.2011 (hereafter referred as 'the impugned policy') is unconstitutional as it had been framed for a colorable purpose and solely for the reason that a wrong statement had been made before a Division Bench of the High Court in an appeal, being LPA No. 240/2006, preferred by the Corporation against an order passed in W.P.(C) 6827/1999 captioned as Sadhna Grover vs. DDA and Ors.

b. The petitioners further claim that the impugned policy as well as the consequent action of cancellation of the licences is illegal, as the sites in question do not belong to the respondent Corporation but have been transferred to Delhi Development Authority (DDA). According to the petitioners, the action of the respondent corporation is wholly without jurisdiction. The Hon'ble Court passed an order dated 27.7.2015 ( Shanti Devi's Case) wherein it was observed that the plots were given on selling coal, the trade of which came to an end in 1995 as the same was banned by the Government so being a licencee property, it is the right of the department to retrieve the same.

16. It has also come to the notice from some files of the coal depots that a Resolution No. 80 was passed by the "Corporation" in its meeting held on 3.6.2002 in the coal depots matter. But, the fate of the said resolution is not known. Keeping in view of the position of the coal depots having changed hands, carried out massive un-authorized constructions etc., the "Corporation", in its meeting held on 3.6.2002, resolved that the original allottees be charged 40% of the zonal average rates of L&DO notified rates of March, 2000. It was also resolved that 50% was to be charged from the unauthorized occupants and full market value of the land was to be charged from the tress-passers if built up otherwise the encroachment was liable to be removed and the land was to be acquired. It was further resolved in the said resolution that any appurtenant encroachment outside the land was to be removed and the land recovered was to be used as per approved layout/policy. However, it is not known as to whether the said resolution was followed in the department or not? It is also not known as to whether any of the allottees/occupants applied under the said resolution. There is no record coming forward so it is not known whether the resolution No. 80 was executed or not.

17. In connection with the orders of the Tis Hazari Court in 6 cases wherein the court has ordered that action could only be taken with due process of law, a meeting was held in the chamber of Director (JJR) on 19.6.2017 which was attended by the LO/DUSIB, JLO, LA and Mr. Parvinder Chauhan, Stdg. Counsel. The issue of the coal depot after the above said court orders was discussed in detail. Keeping in view of the 6 cases which were filed and withdrawn by the plaintiffs in south zone, as stated above, a draft notice under section 41(2) of the DUSIB Act, 2010, has been prepared / drafted by the Law office (in a file mooted by the staff of south zone in the court cases matters) which was vetted by Shri Parvinder Chauhan, Stdg. Counsel, in the cases of 2 individual files of south zone. Though Show Cause Notices have been issued to all the coal depot occupants but no further action could be taken in view of the fact that an

agenda is being placed before the BOARD for framing a policy in the matter.

18. The above issue was placed before the CEO, DUSIB, who has desired that the matter may please be placed before the HLCC. Accordingly, the matter was placed before the HLCC which met in its meeting held on 16.8.2017. After detailed deliberations, HLCC decided that the matter regarding updated rates be charged from the occupants may be obtained from L&DO/DDA and DUSIB may follow the decision taken by the MCD as per Resolution No. 80 passed by the "Corporation" on 30.6.2002 as detailed in para 16 above (**Annexure-2**). A copy of the minutes of meeting of High Level Coordination Committee (i.e. HLCC) is enclosed herewith as **Annexure 3**.

19. The above mentioned minutes of the meeting of the HLCC having the decision to implement the Resolution No. 80 of the "Corporation" was placed before the Hon'ble VC, DUSIB/ Minister of UD, Govt. of NCT of Delhi through CEO, DUSIB. It has been decided by the VC, DUSIB/UDM that the proposal of the HLCC may be placed before the BOARD for consideration.

20. The JJR Branch made all its efforts to get the details and policy from DDA, if any, in respect of the coal depot plots in view of the decision of the HLCC. But, there is no response from the DDA despite written communications and personal visits by the officers. However, it was told personally that they have not framed any policy of coal depots as yet.

21. Proposal: The proposal is placed before the BOARD for consideration and decision in respect the coal depots.

Annexure - 1

From prepage....

27. May please refer the note from para 1 about the coal depot plots of size 70 to 200 sq. yards situated in 45 JJR colonies which were allotted on license fee basis. As per record there are 85 coal depot plots allotted by erstwhile slum & JJ Department, now under control of DUSIB.

28. These coal depots were cancelled during the year 1999-2000 for violation of terms and conditions but the possession was not taken over by the Department. The collection of license fee was stopped w.e.f. 21.9.2011. The matter was under consideration of Hon'ble Delhi High Court where several writ petitions were clubbed with the lead matter being Smt. Shanti Devi Versus Government of NCT of Delhi and Others and judgment delivered on 27.7.2015 (29/C).

29. The Hon'ble High Court considered various resolutions and policy guidelines issued by Municipal Corporation of Delhi from time to time and also observed that the business of running coal depot came to an end in the year 1995 and beyond which it was not permissible under the law to run a coal depot on the said land. The prime land was allotted to licensee at cheap rates for supply of coal under the PDS and with passage of time and closure of coal business these lands are being used for usages other than coal depot like offices, business establishments and residences. Moreover, many sites have changed hands also over a period of time.

30. The original status of these allottees being the tehbazari holder / licensee, as observed by Hon'ble High Court in para 21 of its decision that these licensees were entitled only to use the land for the purpose it was licensed and has no right, title or interest in the land. Hon'ble Court further observed in para 24 as under:

"While a lessee acquires interest in property, a licensee does not. The licensee occupies the premises only on the basis of permission granted by the grantor and acquires no rights, title or interest in the property. Once the license is revoked the licensee does not have any right to continue in occupation of the premises and is liable to be evicted."

31. Hon'ble High Court finally decided that the beneficiaries have no right to occupy the premises in question and in absence of any legal right, no relief can be granted to the Petitioners and disposed off the petitions. Law wing of DUSIB has also given the opinion to get these plots evicted (36/C).

32. In view of the above position following is proposed in respect of 85 coal depot plots (list placed at 39/C to 42/C):-

- (i) A joint survey of these plots may be conducted to ascertain the site situation and extent of construction and usage in respect of each plot.
- (ii) Sealing of these properties in the first instance.
- (iii) Demolition of the structures and retrieval of the land.

33. We may apprise Hon'ble Minister of Urban Development, Government of NCT of Delhi as this will be a major action and will require police support.

C.E.O.

Hon'ble Min / UO / VC DUSIB

Ravi Dadhich  
(Ravi Dadhich)  
Member (Power)

by W. K. Jain, IAS  
10/11/2016  
CEO, DUSIB

CEO DUSIB  
RS

16.11.16

Ravi Dadhich  
13/11/16

by W. K. Jain, IAS  
13/11/16  
CEO, DUSIB

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Item No. 4 :- Policy decision in respect of sites of Coal Depot in various JJ/Resettlement Colonies.

(i) Commissioner's letter No. F. 33/S&JJ/1787/C&C dated 30-8-2001.

The Slum & JJ Deptt. has identified the coal depot sites in the JJ/Resettlement colonies after making survey of the coal depot sites as per layout plan of each JJ/Resettlement colony and approximately 115 coal depot sites in various JJ/R colonies have been identified. This action was started by the deptt. keeping in view the clarificatory instructions issued by the Hon'ble Minister of Urban Development, Govt. of India vide D.O. letter No. VIP/UDM/99/1233 dt. 10-9-99 wherein it has been stated that all the acquired lands and Nazul lands falling in JJR colonies and other colonies will be managed, controlled and disposed of by the Slum & JJ Deptt. as it was transferred from DDA to MCD as a separate entity on "as is where is" basis.

The Slum & JJ Deptt. has also started identifying the other commercial assets in the JJR colonies and have auctioned certain commercial shop in plots Jahangirpuri and Mangolpuri.

During the survey of the coal depot sites as per layout plan it has come to the notice that there are different sizes of coal depot plots ranging from 75 Sq. yds. to 100 Sq. yds. and also of 75 Sq. mtrs. It has also been observed that the licencees who were allotted the coal depot plots on licence fee basis at the time of establishment of the resettlement colonies have sold off the plots on G.P.A. basis against the terms and conditions of the licence agreement. It has also been seen that change of hands have taken place in more than 70 to 80% cases presently the unauthorised occupants are occupying the coal depot plots where the use of the plots has also been changed with the unauthorised construction.

The matter was deliberated in the various meetings to frame the policy decision and after detailed discussions with the senior officers of the Slum & JJ Department and also with the zonal functionaries, the following four categories of the occupants have been identified in respect of coal depot sites :-

- (a) Original allottees doing the prescribed activity of coal depot.
- (b) The original allottee but the trade has changed from coal depot to other commercial activity and additional FAR also created.
- (c) Change of hand with original activity of coal depot.
- (d) Change of hand with commercial activity other than coal depot.

After identifying the above four categories, following proposal are submitted for charging the dues in respect of each category :-

1. In respect of Category (a) above i.e. the original allottee who is doing the original trade of coal depot will continue to be charged licence fee @ Rs. 5/- per sq. yd. per month till 31-3-97 and further w.e.f. 1-4-97 the licence fee is proposed to be revised @ Rs. 10/- per sq. yd. per month. However, for the additional FAR, if any, created by the original allottee in violation of the terms & conditions of the allotment that will be covered under the policy of demages as has already been approved by the Corporation for changing the same on the basis of the use of the additional FAR at site. It is also proposed that in case the original allottee want to obtain leasehold rights he has to pay to the cost of the plots on the basis of the current L & DO commercial rates circulated by the Ministry of Urban Development vide its letter No. J-22011/495-LD dt. 16-4-99 which were effective from 1-4-98 and were valid upto 31-3-2000. The 20% escalation will be charged on the commercial rates for the year 2000-2001 as per the procedure adopted in DDA. The FAR on the plotted area will be allowed as per building bye-laws/master plan approved by the competent authority from time to time and will be taken care of the local bodies.
2. The original allottees Category (b) who have changed the trade from coal depot to other commercial activity and have increased the FAR can also be given leasehold rights on the basis of the payment of the cost of the plot on the current L & DO rates as indicated above in respect of Category (a).

- 208/c
3. In respect of Categories (c) & (d) above where the change of hand on the basis of GPA has taken place with the original trade of coal depot or commercial activities other than coal depot, it is proposed that the unauthorised occupants can be given the lease hold rights on the current L & DO rates as indicated in respect of category (a) above with additional penalty of 50% of the amount as calculated on the basis of current L & DO rates with the condition that the construction on the plot will be as per FAR as prescribed in the building bye-laws/master plan. The additional FAR beyond the build-by-laws will be charged @ Rs. 5/- per sqft. as baseline for the South Zone and will be reduced correspondingly in proportionate to the cost of the plot on L & DO rates in the other zones like—West Zone, North Zone & East Zone.

The above proposals for charging the cost of the plots for conferring the leasehold rights to the allottees/unauthorised occupants on GPA basis are subject to following terms & conditions :-

- (1) The allottees/unauthorised occupants (on GPA basis) will be given one-time rebate @ 5% of the total amount of the cost of the plot for making the payment on cash down basis within the prescribed period as indicated in the allotment-plan-demand note. The original allottee will be allowed to pay the total cost of the plot with facility of making payment @ 25% of the total amount on cash down basis and the balance 75% in monthly instalments distributed in three years with interest @ 15% p.a. on the basis of the request to be made by the allottee after the receipt of the demand note.
- (2) The unauthorised occupant who has purchased the plot on GPA basis will be allowed to avail the facility of making the payment of the cost of the plot @ 50% of the total amount and the balance 50% will be deposited in 18 monthly instalments with the interest @ 15% p.a.
- (3) The construction on the plot of coal depot sites will be as per building-by-laws/master plan applicable as per size of the plot will be taken care off by the local bodies and the Slum & JJ Deptt.
- (4) The lease hold rights will be conferred on the allottees as well as unauthorised occupants after the receipt of the full amount as demanded on the basis of above decision.
- (5) The lessee will be liable to pay the ground rent @ 2.5% p.a. on the premium of the cost of plot.
- (6) The allottee/unauthorised occupant has to undertake on non-judicial stamp paper of Rs. 2/- that he will not do any hazardous and polluting trade on the plot of coal depot at site.
- (7) The damages will be charged as per policy of the Corporation on the encroachment in any appurtenant land with an undertaking on non-judicial stamp paper of the Rs. 2/- by the allottee/unauthorised occupant that he will surrender appurtenant land as and when needed by the concerned competent authority.

The above proposal is submitted before the Slum Committee/Standing Committee/ Corporation for consideration and approval.

CA-cum-FA has the proposal.

- (ii) Resolution No. 41 of the Special (Imp. & Dev. of Slum Colonies, Katras and Harija Basties) Committee dated 18-10-2001.

Having considered the position as brought out by the Commissioner in his letter No. F. 33/S.6/1787/C&C dt. 30-8-2001 resolved that it be recommended to the Corporation through the Standing Committee that the original allottees be charged 40% of the zonal average rate of the L & DO notified rate of March, 2000. 50% be charged from the unauthorised occupants and full market value of the land be charged from the transpassers if built-up, otherwise the encroachment be removed and the land be acquired. Appurtenant encroachment outside the land should be removed and the land recovered be used as per approved layout/policy, be approved.

Resolved further that the same policy shall be applicable in respect of sites of Ration Depot various JJ/Resettlement colonies.

204/c

(iii) Resolution No. 1113 of the Standing Committee dated 27-2-2002.

Having considered the position as brought out by the Commissioner in his letter No. F. 33/S&JJ/1787/C&C dated 30-8-2001 and the recommendations made by the Special (Imp. & Dev. of Slum Colonies, Katras and Harijan Basties) Committee vide its Resolution No. 41 dated 18-10-2001, resolved that it be recommended to the Corporation that the original allottees be charged 40% of the zonal average rate of the L & DO notified rates of March, 2000. 50% be charged from the unauthorised occupants and full market value of the land be charged from the trespassers if built-up, otherwise the encroachment be removed and the land be acquired. Any appurtenant encroachment outside the land should be removed and the land recovered be used as per approved layout/policy, be approved.

Resolved further that the same policy shall be applicable in respect of sites of Ration Depot in various JJ/Resettlement colonies.

Item No. 5 :- Accord of approval to write off a sum of Rs. 2.73 lacs on account of dismantling of assets constructed by Slum & JJ Department due to shifting of JJ Cluster located at Mahavir Enclave near Dashrathpuri, Pocket No. 6, Sector-I, Dwarka.

(i) Commissioner's letter No. F. 33/Slum & JJ/2164/C&C dated 3-10-2001.

The Slum & JJ Department of M.C.D. had undertaken various works under E.I.U.S. Scheme in JJ Cluster located at Mahavir Enclave, Pocket-6, Sector-I, Dwarka having approx. 80 Nos. Jhuggies and population about 400 Nos. This JJ Cluster does not figure in the master list of 929 JJ Clusters and works were undertaken in accordance with the plan scheme of EIUS as per policy. The said JJ Cluster was located on the land belonging to DDA as per information available with the department.

In this cluster, the works were executed as per policy to provide the basic facilities to jhuggi dwellers. The land owning agency, DDA had planned a EWS Housing Scheme on this land. Consequently DDA has shifted this cluster to Bharat Vihar near Kakraula Village on 6-2-99 and cleared the land by demolishing brick flooring & drains at their own level without giving any intimation to JJ Department. After it, the DDA officials sent a letter vide No. F. 1(112)/AE(P)/WD-6/DDA/Pkt.-6/263 dated 8-2-99 (Annexure 'A') to EECD (S)-I, S & JJ Department, MCD for shifting of toilet block from the cluster and accordingly, the prefab JSC were removed by the Slum Department from this site.

The expenditure incurred by the department to the extent of Rs. 2.73 lacs on these works has become infructuous one and requires to be written off.

The details of the above expenditure required to be written off are as under :-

S. No.	Name of Work	Cost of Work (i/c Deputt. and Admn. Charges)	Year of Completion
1.	Brick flooring & drains	Rs. 1,25,646/-	1994-95 (10-1-95)
2.	Boring of tubewell for prefab JSC	Rs. 28,804/-	1996-97 (4-5-97)
3.	Providing brick flooring, C/o septic tank and pump house, making arrangement of water & disposal of waste water for Prefab JSC	Rs. 1,18,951/-	1998-99 (10-2-99)
Total		Rs. 2,73,401/-	

Say Rs. 2.73 lacs.

(7)



205/c

## AGENDA JUNE (2002)

## III. Ordinary Official Business:

Item No. 3 -- Purchase of 130000 pairs Acrylic Socks Khaki for the block year 1999-2001.

Shri Ram Babu Sharma moved and Shri Ashok Jain seconded the following motion --

Resolution No. 79 Resolved that as proposed by the Commissioner in his letter No. F. 33/ADG/HO/234/C&C dated 24-1-2002 and recommended by the Standing Committee vide its Resolution No. 1112 dated 27-2-2002, expenditure sanction amounting to Rs. 24,70,000 for the purchase of 130000 pairs Acrylic Socks Khaki for the block year 1999-2001, be accorded.

The motion was carried.

Item No. 4 -- Policy decision in respect of sites of Coal Depot in various II/Resettlement colonies.

Shri Ram Babu Sharma moved and Shri Ashok Jain seconded the following motion --

Resolution No. 80

Having considered the position as brought out by the Commissioner in his letter No. B. 33/S&I/11787/C&C dated 20-8-2001, and recommendations made by the Standing Committee vide its Resolution No. 1113 dated 27-2-2002, resolved that the original allottees be charged 40% of the zonal average rate of the L&DO notified rates of March, 2000, 50% be charged from the unauthorised occupants and full market value of the land be charged from the trespassers if built-up, otherwise the encroachment be removed and the land be acquired. Any appurtenant encroachment outside the land should be removed and the land recovered, be used as per approved layout/policy, be approved.

Resolved further that the same policy shall be applicable in respect of sites of Ration Depot in various II/Resettlement colonies.

The motion was carried.

Item No. 5 -- Accord of approval to write off a sum of Rs. 2.73 lacs on account of dismantling of Assets constructed by Slum & JJ Department due to shifting of JJ Cluster located at Malaviy Enclave near Dashrathpuri, Pocket No. 6, Sector-1, Dwarka.

Shri Ram Babu Sharma moved and Shri Ashok Jain seconded the following motion --

Resolution No. 81 Resolved that as recommended by the Standing Committee vide its Resolution No. 1114 dated 27-2-2002, the proposal of the Commissioner as contained in his letter No. F. 33/Slum & JJ/2164/C&C dated 3-10-2001, be approved.

The motion was carried.

Item No. 6 -- Appointment of Arbitrators -- Expanding the list thereof.

Shri Ram Babu Sharma moved and Shri Ashok Jain seconded the following motion --

Resolution No. 82 Resolved that as recommended by the Standing Committee vide its Resolution No. 1115 dated 27-2-2002, the proposal of the Commissioner as contained in his letter No. F. 33/Engg./329/C&C dated 1-2-2002, be approved.

The motion was carried.

**DELHI URBAN SHELTER IMPROVEMENT BOARD  
GOVT. OF NCT OF DELHI  
PUNARWAS BHAWAN**

Minutes of the meeting of High Level Coordination Committee (HLCC 47/2017) held on 16.08.2017 under the chairmanship of Member (Admn.) in his chamber. The following were present.

- |  |                 |
|--|-----------------|
| 1. Sh. Ravi Dadhich, Member (Admn.)                | Chairman        |
| 2. Sh. M.K. Tyagi, Member(Engineer)                | Member          |
| 3. Sh. S.K. Mahajan, Chief Engineer(Co-ordination) | Member          |
| 4. Sh. H.S. Nanra, BFO (Rep. of Member(Finance)    | Member          |
| 5. Sh. Bansh Raj, Pr. Director(Admn.)              | Member/Convener |

Sh. R.K. Gupta, Director(JJR) was also present in the meeting. The HLCC, after detailed deliberation on the items contained in the agenda, has taken the following decisions:-

**A. Cancellation orders issued by DUSIB in respect of Coal depots allotted by the erstwhile Slum & JJ Department (now DUSIB) in compliance of the Orders of the Hon'ble High Court of Delhi and consequent orders of the Civil Judge, Tis Hazari Courts framing of Policy**

1. Director(JJR) informed the HLCC that there are 85 (appx.) coal depot plots situated in 45 JJR colonies in different size measuring 70 to 200 sq. yards which were allotted on licence fee basis since 1960 onwards. As per record available these 85 coal depot plots allotted by erstwhile Slum & JJ Department are now under control of DUSIB.
2. These coal depots were cancelled during the year 1999-2000 for violation of terms and conditions but the possession was not taken over by the department. The collection of license fee was stopped w.e.f. 21.09.2011. The matter was under consideration of Hon'ble Delhi High Court where several writ petitions were clubbed with the lead matter being Smt. Shanti

HLCC MINUTES dated 16.08.2017

*Dr. K. K. Anand*

*R.K. Gupta*

*Ravi Dadhich*

Devi Versus Government of NCT of Delhi and Others and judgment delivered on 27.07.2015.

3. The above orders of the Hon'ble Single Judge were challenged by way of 13 LPA's before the division Bench of the Hon'ble High Court of Delhi. The Lead matter being Rajiv Narula vs Govt. of NCT of Delhi (LPA 542/2015) and ors.
4. The Hon'ble High Court considered various resolutions and policy guidelines issued by the Municipal Corporation of Delhi from time to time and also observed that the business of running coal depot came to an end in the year 1995 and beyond which it was not permissible under the law to run a coal depot on the said land. The prime land was allotted to licensee at cheap rates for supply of coal under the PDS and with passage of time and closure of coal business these land are being used for usages other than coal depot like offices, business establishments and residences. Moreover, many sites have changed hands also over a period of time.
5. The above Judgments and legal opinion dated 10.09.2016 given by the Standing Counsel of the DUSIB were considered and DUSIB had issued the cancellation order in respect of all the 85 coal depots. It is also pertinent to mention here that the Hon'ble High Court has specifically observed in para 24 that *"while a lessee acquires interest in property, a licensee does not. The licensee occupies the property only on the basis of permission granted by the grantor and acquires no rights, title or interest in the property. Once the license is revoked the licensee does not have any right to continue in occupation of the premises and is liable to be evicted"*.
6. In order to initiate action in the coal depots, a note was put up for kind perusal and approval of the Hon'ble Minister of UD/VC, DUSIB, wherein it was proposed that a joint survey of all the coal depots be conducted to ascertain the site situation and extent of construction and

HLCC MINUTES dated 16.08.2017

*S. Anand*  
A

*S. Anand*

*Rajiv Narula*

usage in respect of each plot, sealing of these properties in the first instance, and demolition of the structures and retrieval of land. Accordingly, cancellation of all the coal depots was done and issued in individual case files.

7. In response to the cancellation orders, a representation of "Delhi Pradesh Coal Dealers Association (Regd.)" and also letter of Hon'ble Speaker of Delhi Vidhan Sabha, duly forwarded by the Hon'ble Minister (UD), Govt. of NCT of Delhi, was received in the department. In both the representations, the occupants of coal depots have mainly requested for keeping in abeyance the order of cancellation/sealing, in respect of the coal depot plots passed by the department.
8. In the representation, the applicants have stated that they were allotted the coal depots around 40-50 years back and that they have no other sources of income except these coal depots. They have also made a request for framing a policy in respect of these coal depot sites/plots which are situated in various JJR colonies. They have also mentioned some of the decisions of the MCD and Hon'ble High Court of Delhi passed in the matter of coal depots related to MCD etc.
9. In order to ascertain the policies of the DDA and MCD for coal depots, letters were sent to DDA and MCD and personal visits were also made by the staff of the JJR section. AD (OSB), DDA, verbally provided some information on the issue. But he could not provide any documentary evidence in support. However, it was also intimated that the DDA is also in the process of making some decision/policy with regard to coal depots allotted by DDA. It was also intimated that the DDA has allotted plots on various types such as license fee, lease basis etc. for running coal rade by the persons of the public at the relevant point of time and that the matter

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*3* *10/6/17* *Ravi*

has been dealt with and allotments made by various branches of the DDA from time to time. It was also verbally intimated that a case of Smt. Champa Devi was regularized after charging market price based on the report of a valuer appointed by DDA. It is stated to have been done on some court orders. But, no documentary evidence to this effect was provided. However, it was intimated that the DDA may soon hold a meeting of all the concerned branch officers to decide the further course of action relating to the coal depots.

10. As per orders and approval, a survey of the coal depots has been carried out by the Survey team of the DUSIB to know the present position at site. A gist of the survey has been prepared on the basis of the survey reports provided by the survey teams. A perusal of the gist show that the said 85 coal depots are now being used by the occupants for various purposes which are summarized as under:

- (i) As per the recent survey report at the sites of allotment the present occupation is by only 6 original allottees, 9 Legal heirs, one is damage payee on land, and rest of the plots have changed hands. Information in respect of some plots could not be obtained by the survey team as the same were found locked.
- (ii) As per usage, there are 7 coal depots (might be using coal made of wood), and rest are used as commercial, commercial + residential, temple, school, and other usages.
- (iii) The plots in question are having pucca structures ranging from Ground floor to three stories. There has been encroachment of appurtenant land noticed by the survey team at site. Even unallotted site is also under occupation at site.

HCC MINUTES dated 16.08.2017

*for approval*  
*[Signature]* *[Signature]* *[Signature]*  
*Ravi Anand*

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11. Aggrieved with the above action of cancellation orders, 6 occupiers of the coal depots situated in the South Zone of DUSIB in JJR colonies falling under the jurisdiction of the South Zone, DUSIB, have filed civil suits in the court of law wherein they have challenged the recent cancellation orders issued by the department in respect of the coal depots in question. The matter was heard by the Hon'ble court of law and it was ordered by the court on the statement made by the Advocate of the DUSIB, on instructions, *that without prejudice to the rights and contentions of the defendant and without admitting the case of plaintiff as per plaint, the DUSIB will not disposes the plaintiff / occupants from the suit property i.e. coal depot plots otherwise than by way of due process of law as per the provisions of the DUSIB, Act 2010.* So, at present the said civil suits have been withdrawn by the plaintiffs.

12. It is also pertinent to mention here that three cases are still pending in the Court of Hon'ble LG in respect of the coal depots falling under the jurisdiction of West Zone (JJR). Two cases of Coal depots falling under the jurisdiction of West Zone are also already pending in the court of law since long. One case is also pending in the court of law in respect of coal depot of south zone which has been filed by one of the occupants very recently.

13. The main points of the issue of coal depots which are hanging fire from time to time may be summarized as under:

- (i) The Division Bench of the Hon'ble High Court of Delhi in the case of MCD vs Sadhna Grover and Others (LPA No. 240 of 2006) has dealt with the issue of policy related to Coal Depots. The entire emphasis of the Division Bench, at the relevant time, was to ensure that a uniform policy is followed by the MCD and there is no pick

HLCC MINUTES dated 16.08.2017

*B. K. Lalwani*  
*A. K. Raina*

*related to  
 Coal Depots  
 Control & DUSIB  
 the recent  
 of delhi court,  
 and on, now,  
 the High  
 Court etc. &  
 still (Now DUSIB)  
 1980-70s on  
 the way  
 DUSIB*

and choose policy adopted by the concerned authorities in regards to the coal depots.

- (ii) The MCD had also considered the issue of regularization of plots on certain charges but later the whole issue was revisited and a changed policy decision was sought to be taken and implemented in terms whereof no coal depots would be permitted and the allotted sites of coal depots would be utilized for other purposes. The same is evident from the order dated 04.05.2012 passed in MCD vs Sadhna Grover and Others (LPA no. 240 of 2006).
- (iii) That undeniably, a comprehensive policy or some other decision in respect of sites allotted for coal depots was warranted as it cannot be disputed that coal has lost its relevance as a fuel for common man. It is no longer a commodity which is distributed under the PDS. It is in the aforesaid perspective that the MCD adopted a policy. The relevant extract of which is quoted below:-

A. Since the business of coal is no longer permissible and relevant.

In the present context, the Tehbazari holders or their legal successors should be offered Tehbazari site measuring 7' x 5' preferably in areas near their existing coal depot sites failing which in the same zone or nearby zones.

B. The specific site allotment in each case would be made by the Zonal Vending Committee / Authority after checking all documents establishing the identity and other credentials of the allottees.

C. The MCD land where the coal depots were running, will be resumed and taken over by the Land & Estate Department / Dy Commissioner of the Zone who will also initiate steps to protect/ secure the land so that encroachments are prevented. After checking the permitted land use and completing other

*Hasalawad*  
*[Signature]*  
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*[Signature]*

formalities as per law/policy suitable projects, to benefit the public and community can be started on the said resumed land by the remunerative Project Cell/ other Department of MCD.

D. Those persons who continue to do business of sale of coal with proper permission / licenses as applicable will be permitted to continue the said business. However, these persons should not encroach / exceed beyond the permitted size of the site.

E. Further, those persons who are running coal depots till date and are in occupation of land more than allotted to them, the excess land shall be taken back immediately from them.

14. The above policy was placed on record before the Hon'ble Delhi High Court in MCD vs. Sadhana Grover and Others (LPA no. 240 of 2006), and compliance of the same was directed by the Hon'ble High Court vide order dated 12.08.2011.

15. The above policy of the MCD was challenged by way of different writ petitions before the Hon'ble Delhi High Court and the same were taken up for hearing together as it raised common issue and writ petition no. 3455/2012 (Smt. Shanti Devi vs Govt. of NCT of Delhi and Others) was taken up as a lead matter. The policy was challenged on two grounds:

A. The petitioners allege that the policy dated 06.07.2011 (hereafter referred as 'the impugned policy') is unconstitutional as it had been framed for a colorable purpose and solely for the reason that a wrong statement had been made before a Division Bench of the High Court in an appeal, being LPA no. 240/2006, preferred by the Corporation against an order passed in W.P.(C) 6827/1999 captioned as Sadhna Grover vs. DDA and Ors.

*B. K. Lal*

*A*

*ST*

*Ravi Shankar*



B. The petitioners further claim that the impugned policy as well as the consequent action of cancellation of the licenses is illegal, as the sites in question do not belong to the respondent corporation but have been transferred to Delhi Development Authority (DDA). According to the petitioners, the action of the respondent corporation is wholly without jurisdiction. The Hon'ble Court. passed an order dated 27.07.2015 (Shanti Devi's Case) wherein it was observed that the plots were given for selling coal, the trade of which came to an end in 1995 as the same was banned by the Government so being a licensee property, it is the right of the department to retrieve the same.

16. It has also come to the notice from some files of the coal depots that a Resolution No. 80 was passed by the "Corporation" in its meeting held on 03.06.2002 in the coal depots matter. But, the fate of the said resolution is not known. Keeping in view of the position of the coal depots having changed hands, carried out massive un-authorized constructions etc., the "Corporation", in its meeting held on 03.06.2002, resolved that the original allottees be charged 40% of the zonal average rates of L&DO notified rates of March, 2000. It was also resolved that 50% was to be charged from the unauthorized occupants and full market value of the land was to be charged from the tress-passers if built up otherwise the encroachment was liable to be removed and the land was to be acquired. It was further resolved in the said resolution that any appurtenant encroachment outside the land was to be removed and the land recovered was to be used as per approved layout/policy. However, it is not known as to whether any of the allottees/ occupants applied under the said resolutions. There is no record coming forward so it is not known whether the resolution no. 80 was executed or not?

HCC MINUTES dated 15.08.2017

*B. Aralans*

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*Ravi Mahant*

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In connection with the orders of the Tis Hazari Court in 6 cases, a meeting was held in the chamber of Director (JJR) on 19.06.2017 which was attended by the LO/DUSIB, JLO (Mr. Vijay Maggo), LA (Ms. Manju) and Mr. Parvinder Chuhan, Stdg. Counsel. The issue of the coal depot after the above said court orders was discussed in detail. Keeping in view of the 6 cases which were filed and withdrawn by the plaintiffs in south zone, as stated above, a draft notice under section 41(2) of the DUSIB ACT, 2010, has been prepared/ drafted by the Law office (in a file mooted by the staff of south zone in the court cases matters) which was vetted by Shri Parvinder Chauhan, Stdg.Counsel, in the cases of 2 individual files of south zone.

18. After detailed deliberation, HLCC decided that the matter regarding updated rates to be charged from the occupants may be obtained from L&DO/DDA and DUSIB may follow the decision taken by MCD as per resolution No.80 passed by the Corporation on 03.06.2002 as detailed in para 16 above.

Action: Director(JJR)

*Bansh Raj*  
 (Bansh Raj)  
 Pr. Director(Admn.)

*H.S. Nanra*  
 (H.S. Nanra)  
 B&FO

*S.K. Mahajan*  
 (S.K. Mahajan)  
 Chief Engineer(Coord.)

*M.K. Tyagi*  
 (M.K. Tyagi)  
 Member(Engineer)

*Ravi Dadhich*  
 (Ravi Dadhich)  
 Member(Admn.)

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AGENDA ITEM NO. 23/06

SHIFTING OF THE OCCUPANTS OF THE CPWD KOTHI NO.23, 25, 27 & 29 BARRON ROAD, MINTO ROAD AND TO HAND OVER THE SITE TO THE M/S INDRAPRASTHA GAS LTD. IN COMPLIANCE OF HON'BLE HIGH COURT, DELHI ORDER DATED 26.07.2016.

The brief history of the case is submitted as under:-

1. In the year 1983 Slum & JJ department had temporarily allotted the CPWD Kothies at Barron Road, Minto Road, Deen Dayal Upadhaya Marg, Thomson Road, Mata Sundari Lane and Press Road etc. on licence fee basis to the evictees of the Walled City area, under the Slum Clearance Scheme. These persons were either licensees or paying damages to the Govt.
2. As and when the land of these kothies was required by the L&DO Department for the purpose, as the place of Shayama Prasad Mukherjee Civic Centre Building, AGCR Building, DDU Marg, these kothies were demolished by the Slum & JJ Department and the occupants of these kothies **were allotted alternative accommodation i.e. single Janta Flat to eligible families.** The land of CPWD Kothies belongs to L&DO Department, Govt. of India. They had allotted an alternative land of 2.5 acre at Dev Nagar, Karol Bagh to rehabilitate the remaining occupants/evictees of Chunk IV & V. This site is available with DUSIB for construction of flats for rehabilitation and the plans are underway for its development.
3. The land of CPWD Kothies belongs to L&DO Department, Govt. of India. They had allotted an alternative land of 2.5 acre at Dev Nagar, Karol Bagh to rehabilitate the remaining occupants/evictees of Chunk IV & V. This site is available with DUSIB for construction of flats for rehabilitation and the plans are underway for its development.
4. As per records available in Allotment Branch, on 8.10.2000, the then Hon'ble Minister of UD, Sh. Jagmohan had ordered to allot the eligible evictees two small dwelling unit (EWS/Janta flats) to each family due to enlargement of their families. In compliance to this order, the then Slum & JJ Department (Now DUSIB) had allotted a pair of flat to 66 eligible evictees of Chunk IV & V and one flat to 8 eligible evictee of Chunk IV & V at Kali Masjid in the year 2000-04. In this connection, it was also made clear that under the existing policy MCD Resolution No.521 dated 11.12.2000 of Slum Clearance Scheme, the entitlement of eligible family remains only for one flat for one family and if there is an adult person (Married son) the eligibility was two flats.
5. However, since then, the Department had allotted only one flat to each eligible occupant of CPWD Kothies in the DUSIB Colonies, situated at Jahangir Puri,

Raghubir Nagar, Madi Pur, Ranjit Nagar, Tilak Vihar as the present policy has provision of allotment of only one flat to each family based on their eligibility verification. As per records available at least 27 Nos. of evictees have been given one flat as rehabilitation.

6. Further on 20.08.2008, the Land & Development Office (L&DO) allotted a land measuring 1431.3 sq. m. of CPWD Kothies 23, 25, 27 & 29 at Barron Road, Minto Road New Delhi to M/s Indraprashta Gas Ltd. for setting up of CNG filling station on licence fee basis.
7. As stated above, in the year 1983, Slum & JJ Department had temporarily allotted these kothies on licence basis to evictees of walled city area. At present 12 Nos. families are residing in these 4 CPWD kothies No. 23, 25, 27 & 29 Minto Road, Barron Road wherein the 8 Nos. of families were found eligible for rehabilitation and DUSIB had offered alternative flats at Tilak Vihar, Inderlok, Sarai Phoos, Gudar Basti etc. to these 8 families by issuing letters etc.
8. The remaining following 04 Nos. occupants of CPWD Kothies at Minto Road, Barron Road had not come forward with their documents for determination of their eligibility to take final decision in their case:
  - i. Sh. Bharosa S/o Sh. Nathu Ram r/o CPWD Kothi No.25/B.
  - ii. Sh. Naseer Ahmed S/o Sh. Basheer Ahmed r/o CPWD Kothi No. 27/A.
  - iii. Sh. Ashok Kumar S/o Sh. Munna Lal-A r/o CPWD Kothi No.27/C.
  - iv. Sh. Johri Mal S/o Sh. Babban r/o CPWD Kothi No.29/C.
9. These families had filed LPA No.121/2016 and CM Nos. 6787-6788/2016 in Hon'ble Delhi High Court with the request not to dispossess them from the present location i.e CPWD Kothi No. 23, 25, 27 & 29 at Barron Road, Minto Road, New Delhi. The Hon'ble High Court of Delhi vide its order dated **23.02.2016** observed that the appellants eligibility was already determined and allotment letters were issued to the eligible families and flats were offered to them. The Hon'ble High Court directed that DUSIB has already undertaken to hand over the possession of allotted flats within a week time provided they surrender possession and shift to the alternative accommodation within 15 days of receiving the allotment letters; and disposed off the appeal.
10. These families again filed an appeal before the Delhi High Court vide CM No. 10621-10622/2016, requesting that the flats offered to them are not habitable and also not safe for residential purpose. The Hon'ble High Court vide order dated **21.03.2016** , directed DUSIB to file a status report that the flats are habitable and are safe in all respects and no untoward incident would ordinarily be possible, if the premises are occupied by the review petitioners. Accordingly, a report was filed by the Ex. Engineer/C-10 and Ex. Engineer/C-7 of DUSIB in this regards, declaring the flats habitable and safe.

11. The Hon'ble court **vide order dated 26.07.2016**, directed the petitioners that, they should approach DUSIB and collect the offer letters within two weeks. Further the allottees should accept the offer within stipulated period or face the eviction by the department.
12. Thereafter, on **27.02.2017**, the Indraprastha Gas Ltd.(IGL) filed a civil writ petition vide No. 3640/2017 and C.M. No. 16044/2017 before the Hon'ble High Court of Delhi requesting for implementation of the aforesaid order. The Hon'ble High Court of Delhi vide its **Order dated: 22.05.2017** directed Delhi Police to provide possible assistance to DUSIB if so required so that orders of the court can be implemented. However, despite the best efforts, none of the occupants came forward to accept the offer letters. An eviction programme was fixed on 12.06.2017, but the same could not be carried out due to non availability of police force.
13. Accordingly, it was proposed by the then CEO, DUSIB, that :
- "In order to hand over the possession for the CNG station to M/s IGL in compliance of the orders of Hon'ble Supreme court and High Courts, all the eligible allottees (presently 08 nos. ) can be offered flats at Tilak Vihar/Dwarka. As another alternative this offer can be a temporary allotment and they can be shifted to Dev Nagar site whenever the flats are constructed by DUSIB at Dev Nagar."* and the said proposal was submitted to Hon'ble Minister of UD, GNCT/Vice Chairman, DUSIB with reference to meeting held on 16.05.2017 with Hon'ble Minister of Environment, Food & Supply, GNCTD. **On 01.09.2017, the Hon'ble Minister of UD, GNCTD, and Hon'ble Chief Minister approved the above-mentioned proposal of the department.**
14. Accordingly, on **29.09.2017**, the offer letters were issued to all 08 eligible occupants as well as notices were also issued to other 04 occupants for submission of their documents for verification/alternate allotment. However, none of the above turned up. The matter was put up before the higher authorities, and it was directed to deliver the offer letters to all eligible occupants by hand and in case of non receipt, the same may be got pasted at site. Accordingly, the AD (Allotment) along with staff went to site to deliver the offer letters. However, due to protest of the resident the same could not be delivered. Even one more attempt was made on **20.12.2017** to deliver the letters with the help of police authorities. However, even in the presence of the police personnel, the residents refused to receive the offer letters and also not allowed to paste the same at the site.
15. Thereafter on **23.12.2017**, a meeting was held in the chamber of Hon'ble Minister of Health & UD Sh. Satyender Jain, Govt. of GNCTD of Delhi in which Hon'ble Minister of Food & Supply was also present. In the said meeting, the Hon'ble Minister desired to develop a residential plot of size 198

Sq.m at Kali Masjid, which is lying vacant. It was desired by Hon'ble Minister, Urban Development, GNCTD/Vice Chairman, DUSIB to shift these families to Kali Masjid after completing construction, so that the site can be handed over to I.G.L. In the meeting, the following issues were discussed and decided are as under:

- a. Re-submit the proposal for review the decision taken by the Hon'ble Chief Minister of Delhi on dated 31.8.2017.
- b. A residential plot of size 198.Sq.Mtr. at Kali Masjid was identified for development/construction of Re-housing flats under Slum Clearance Scheme for the occupants of CPWD Kothies No.23, 25, 27 & 29 at Barron Road, New Delhi.
- c. The flats at this plot will be constructed as per policy of Slum Clearance Scheme.
- d. Cost of construction of these flats will be borne by the allottee, in installments.
- e. DUSIB will construct the flats at Kali Masjid at the earliest and allot to the occupants of these Kothies as per policy of Slum Clearance scheme.
- f. The four families found ineligible, may re-submit their documents to DUSIB and these documents will be examined by a High level Committee headed by Member (Admn.).

Hon'ble Minister of Food & Supply was advised to sort out court case, filed and being pursued by M/s. Indraprastha Gas Ltd, Delhi and discuss the issue on this point with M/s. Indraprastha Gas Ltd.

16. On 15.01.2018, another meeting was convened in the chamber of Hon'ble Minister (UD), Govt. of NCT of Delhi to discuss the issue related to shifting of resident of Minto Road. The Hon'ble minister of UD, was apprised that during the last meeting held on 23.12.2017, there was a proposal from the occupants that they should be rehabilitated at Kali Masjid area where a residential plot of DUSIB, of area 298 sq mtrs. is available. It was desired to construct the flats for occupants on this land and the cost of the construction would be borne by occupants. In this regard, it was apprised by the Engineering Wing and Director (Town Planning), DUSIB that the said plot is not symmetrical and it would not seem feasible to construct flats in a sufficient number to accommodate all the affected residents /occupants. However, the feasibility and possibility of construction of flats will be re-examined and discussed with the concerned Municipal Corporation, in accordance with building by- laws. The Hon'ble Minister of Food & Supply proposed to hand over that piece of land, measuring 298 sq. mtrs. to occupants in lieu of the Minto Road,

property and let the occupant to construct their accommodation as per their convenience at their own cost.

The issue was discussed and following was directed:

- i. That in the first instance, the rest of the four occupants be asked to submit their documents/claim for the alternative accommodation/rehabilitation. The Hon'ble Minister of food & supply assured to ask them to appear before the concerned authorities in DUSIB with the documents/claim within a week.
- ii. That the feasibility be seen to construct the flats on the said plot of measuring 298 sq. mtrs.
- iii. If it does not seem feasible to construct such flats on that land, possibility be seen to hand over the said land to all the affected occupants/resident of Minto Road, through Memorandum of Understanding to develop the said land for their accommodation at their own cost.

It is pertinent to mention here that none, out of the rest 04 occupants turned up to the department for submitting their documents in support of their claim for rehabilitation.

17. Thereafter, on **08.02.2018**, another meeting was called in the chamber of Hon'ble Minister (Urban Development,) Govt. of NCT of Delhi to discuss the issue related to shifting of resident of Minto Road. The Hon'ble Minister (UD), was apprised of the decision taken in the last meetings held on 23.12.2017 and 15.01.2018 on the same issue. It was also apprised that the rest of the 04 families, whose eligibility is yet to be determined, have not approached DUSIB till date, though as per decision taken in the meeting dated 15.01.2018, they were required to approach DUSIB within 01 week along with their documents.

It was apprised to the Hon'ble Minister (UD) that, under slum clearance scheme, meant for residents of walled city, **only one built up slum tenement (flat) was/ is provided. The Hon'ble Chief Minister, Delhi has also approved the proposal of the DUSIB, offering them built up flats at Dwarka/Tilak Vihar on dated 01.09.2017.** Accordingly, the eligible occupants have been offered flats in various locations through Draw of Lots. However, none of them has accepted the offer yet.

It was further apprised that during the last meeting held on 23.12.2017, on the same issue which was also attended by occupants of Minto Road, there was a proposal from the occupants that they should be rehabilitated at Kali Masjid area where a residential plot of DUSIB, of area 298 sq. m. is available. The representatives /occupants of Minto Road kothis, have pointed out that a residential plot of land measuring 238 sq.m. is also vacant at Kali Masjid area. So, either the plot of size 238 sq.m. or 298 sq.m. be made

available/allotted to the affected occupants i.e. 12 families and the dwelling units will be constructed by themselves at their own cost.

It was submitted to the Hon'ble Minister (UD) that as per the existing policy that they are **eligible only for built up flats**, however, if the proposal of the occupants of the Minto Road, is considered for allotment of plot jointly instead of allotment of built up flat, then the area of the land, which will be allotted to them will be calculated on the basis of their eligibility of area of built up flat FAR, available in that flat which will be area covered in equal no. of built up flats jointly, **subject to approval of the Government/ Hon'ble LG, Delhi.**

It was also apprised to the Hon'ble Minister that a hearing was held in High Court on 08.02.2018 in the matter of IGL V/s DUSIB, on the same issue and the Hon'ble Court has ordered to give the possession to M/s IGL within 08 weeks from the order of the court i.e. **08.04.2018.**

After due deliberation it was decided that:

(i) The rest of the four occupants should submit to Allotment Section of DUSIB their documents /claim for the alternative accommodation/rehabilitation at the earliest.

(ii) That the plot of land measuring 298 sq. m. or 238 sq.m. may be considered for the allotment to occupants of Minto Road to all these 12 families jointly, if eligible, on license basis with condition that they will construct the flats on the land at their own cost, subject to, that the area of the land so allotted will be equal to the total FAR of the built up flats, for which they are entitled as per policy and allotted in normal course in r/o residents of walled city. The DUSIB will complete all legal/administrative formalities to transfer the land to these occupants.

(iii) Engineering Wing will get the both sites examined to assess the feasibility of construction of houses and while doing so they should keep in mind the permissible FAR.

18. In this regard, a report was sought from the Dy. Director (Property) and Director (TP). The Director (TP) informed that the open land opposite block B & C near Kali Masjid can be used for residential purpose whereas the other property No.2663 having area 534.50 Sq.mtr is available which has land use purpose and out of this land, an area of 238.0 sq.mtr can be utilized for allotment of residential purpose.

It was informed by the Property Section that Property No.2661-64, Ward No.VIII was acquired by the Delhi Improvement Trust and now is under the Management and control of DUSIB. A Court Case titled as "Padmavati & Ors Vs. DUSIB" CS(OS) No. 3441/15 of Property No.2662/VIII which is pending before High Court of Delhi and a other case titled as "Vinod Kumar Gupta Vs.



MCD " of property No.2663/VIII is under proceedings before the Estate Officer DUSIB.

Regarding the allotment of the land as mentioned above, it is submitted that as per the prevailing policy, the department has allotted slum tenements to the evictees of Walled City area under Slum Clearance Scheme. In the past, all such allotment, **only the built up flats have been allotted. As per record, it is the first time when such demand or proposal has been made.**

Therefore, in view of the above, the following was proposed :

- i. In the first instance, the demand/proposal of allotment of land to occupants of Minto road, instead of built flats, may be submitted to the Urban Development Department of the GNCTD, for consideration. If the Govt. of Delhi decides to allot the land to the occupant, the proposal will be submitted to Hon'ble L.G. for his approval , being a Nazul Land.
- ii. As the Hon'ble Delhi high court vide order dated 08.02.2018, has granted 08 weeks time to take a decision/compliance in this matter which had already expired on 08.04.2018, so to avoid contempt of the court and to adhere to the direction of the Hon'ble court, as already approved by the Hon'ble Chief Minister, GNCTD on 01.09.2017, the eligible occupants may be shifted to the Tilak Vihar/Dwarka flats, which have already been identified and offered, as a temporary measure and the land may be got vacated to handover to the IGL.

19. On **26.4.2018**, the department of UD, GNCTD had recommended on this issue which is as under:-

It is stated that presently there is no such policy for allotment of land to the evictees. This may require change in the prevalent policy, by making Policy Decisions including Cabinet Decisions for making allotment of land in place of built up slum tenements/flats to the occupants/evictees, which may take some time. Moreover, approval of Hon'ble Lt. Governor, Delhi, will also be required.

20. On **04.05.2018**, the Chief Secretary, GNCTD had also recorded his remarks that " we should not deviate from the approved policy. Allotment of flat as per policy should be final and not temporary".

21. Thereafter, on **16.05.2018**, a meeting was held under the chairmanship of Minister of UD, GNCTD to discuss the issues relating to Minto Road Residents for handing over the possession of the vacant plot to IGL for CNG Station and it was decided:

- i. To finalize the eligibility of all the occupants by 21.05.2018.
- ii. As decided by the Hon'ble Chief Minister on 01.09.2017, all the eligible occupants can be offered flats at E- Block Tilak Vihar/ Sector-16-B, Dwarka. As an alternative the above offer can be temporary allotment as they can be shifted to Dev Nagar Site whenever the flats are constructed by DUSIB at Dev Nagar.
- iii. The earlier decision of the Hon'ble Chief Minister was reiterated. A Proposal to allot a plot of land as mooted by the CEO, DUSIB on 24.04.2018 shall be examined. In the mean time the eligible occupants shall be given an offer to select the flats either at Tilak Vihar or Dwarka purely on temporary basis. In case it is decided to offer a plot of land to these occupants, they shall be constructing the flats at their own cost on the allotted plot of land.

In compliance, Eligibility Determination Committee found only following 09 Nos. eligible occupants out of total 12 occupants and accordingly the report was submitted.

- i. Smt. Maya Devi W/o Sh. Sunder Lal-A r/o CPWD Kothi No.23/A.
- ii. Sh. Prakash Chand S/o Sh. Khatri-A r/o CPWD Kothi No.23/B.
- iii. Sh. Satish S/o Sh. Sunder Lal-A r/o CPWD Kothi No.23/C.
- iv. Sh. Harbans Lal S/o Sh. Munna Lal-A r/o CPWD Kothi No.25/A.
- v. Sh. Sher Singh s/o Sh. Munna Lal r/o CPWD Kothi No.25/B.
- vi. Sh. Mool Chand S/o Sh. Johri-A r/o CPWD Kothi No.25/C.
- vii. Smt. Mumtaz W/o Sh. Basheer Ahmed-A r/o CPWD Kothi No.27/B.
- viii. Sh. Kuda Mal S/o Sh. Johri Mal-A r/o CPWD Kothi No.29/A.
- ix. Sh. Hari Om S/o Sh. Kuda Mal-A r/o CPWD Kothi No.29/B.

Rest of the three occupants i.e. Sh. Naseer Ahmed S/o Sh. Basheer Ahmed r/o CPWD Kothi No. 27/A, Sh. Ashok Kumar S/o Sh. Munna Lal-A r/o CPWD Kothi No.27/C and Sh. Durga Dass s/o Sh. Kuda Mal (grandson of Sh. Johri Mal S/o Sh. Babban) r/o CPWD Kothi No.29/C failed to submit/provide their supported documents for allotment of flat before the committee and so found ineligible.

#### 22. The present status of the case :-

- i. On 27.07.2018, the issue of shifting of CPWD Kothi No. 23, 25, 27 & 29 occupants at Barron Road, Minto Road New Delhi was discussed in a meeting chaired by Hon'ble Minister U.D., GNCTD. The meeting was

attended by Hon'ble Minister (Environment & Forest), Sh. Imran Hussain, and Sh. Ajay Dutt, Hon'ble MLA (Ambedkar Nagar) as well as the representatives /occupants of kothi nos. 23, 25, 27 & 29, Barron Road, Minto Road. It was apprised in the meeting that the next date of hearing in Hon'ble High Court is fixed for 02.08.2018 for filing the status report in the matter.

- ii. It was apprised to the Hon'ble Minister of UD, that only nine occupants were found eligible, the offer letters in r/o Nine eligible occupants (Eight were found eligible in previous EDC and one in current EDC) sent through Speed post. Eight Nos. offer letters have been returned back undelivered with the remarks that "Kothi demolished" on each offer letter. On the direction of DD (Allott.), the staff personally visited the site on 20.06.2018 & 21.6.2018 to hand over/deliver the offer letters to them, but all they refused to accept the letters.
- iii. The Hon'ble Chief Minister of Delhi and Hon'ble Minister of UD, GNCTD had earlier decided on 01.09.2017 that the eligible occupants of CPWD Kothi No.23, 25, 27 & 29 Barron Road, Minto Road, New Delhi may be shifted temporarily to either in flat at E- Block Tilak Vihar or Sector 16-B Dwarka in the light of petition filed by M/s IGL Ltd in Hon'ble High Court of Delhi.
- iv. However, the occupants of CPWD Kothi No.23, 25, 27 & 29 Barron Road, Minto Road, New Delhi present in the meeting did not accept the above decision of Hon'ble Chief Minister of Delhi dated: 01.09.2017 and on the insistence of the occupants of CPWD Kothi No.23, 25, 27 & 29 Barron Road, Minto Road, New Delhi, Hon'ble Minister of UD, GNCTD decided as under:-
  - a. To place this matter in the Board Meeting for allotment of piece of land in Kali Masjid Area, Delhi to the Nine eligible occupants of CPWD Kothi No.23, 25, 27 & 29 Barron Road, Minto Road, New Delhi which will be constructed by the occupants on their own cost.
  - b. And accordingly the status report may be filed in the Hon'ble High Court of Delhi.
- v. On 20.7.2018, CEO (DUSIB) proposed that the order of Hon'ble High Court dated 26.7.2016 is very much clear and the M/s IGL has already filed an application for implementation of the order as well as seeing the non-cooperative attitude of the occupants, there seems no alternative except forceful eviction of these occupants from the site so that the land can be handed over to IGL Ltd. to avoid contempt of the court.

vi. On **02.08.2018**, Hon'ble High Court of Delhi while hearing the matter directed that :-

- a. The Hon'ble High Court of Delhi directed to take a decision in the Board Meeting as decided in the meeting held on 27.7.2018 at 2:00 PM under the Chairmanship of Minister of UD, GNCTD **within a period of 4 weeks from 02.08.2018.**
- b. To hand over the vacant peaceful possession of land in question i.e. Land pertaining to CPWD Kothies No.23, 25, 27 & 29 Barron Road, Minto Road, New Delhi **within a period of 8 weeks thereafter.**
- c. Next date of hearing in the matter has been fixed for 03.12.2018 for compliance of above mentioned directions of Hon'ble High Court of Delhi.

**23. Proposal:-**

i. In view of above facts and the directions of Hon'ble High Court dated 02.08.2018, the matter is placed before the Board as per the decision taken by Hon'ble Minister of UD, GNCTD in a meeting dated 27.07.2018, for taking decision whether the earlier decision of Chairman DUSIB /Hon'ble CM dated 01.09.2017 may be reiterated or a fresh decision for allotment of land , measuring area of 298. Sq.mtr. in Kali Masjid Area, Delhi to the Nine eligible occupants of CPWD Kothi No.23, 25, 27 & 29 Barron Road, Minto Road, New Delhi is taken, with condition that the occupants will construct the dwelling units on their own. Further, out of this 298 sq mtrs. land only 121.89sq. mtr (plinth area for G+3Storey) will be allotted/ used for construction of twelve dwelling units by the occupants at their own cost, as per norms of the DUSIB, and rest of the land will be used as public land for common purpose.

ii. If the Board decides to allot the land to the eligible occupants of CPWD Kothi No. 23, 25, 27 & 29 Barron Road, Minto Road, New Delhi, as it involves a policy decision, being a deviation from the department's existing policy of allotment of built up flats only in such cases, therefore a decision may also require to get the approval of Government in this regard through Urban Development Department of GNCTD.

AGENDA ITEM NO. 23/07

CONVERSION OF WAYS AND MEAN LOAN PROVIDED BY  
GOVERNMENT OF NCT OF DELHI TO DUSIB INTO GRANT-IN-AID.

1. The Government of NCT of Delhi had initially provided loan of Rs. 45.00 Cr during 2011-12 for salary and establishment expenses of DUSIB. The issue of providing loan to DUSIB by GNCTD for salary disbursement to its staff was discussed in the 5<sup>th</sup> Board meeting held on 19<sup>th</sup> December, 2011, wherein considering the precarious financial position of DUSIB, it was directed by the then Hon'ble Chief Minister of Delhi/Chairperson DUSIB that the loan should be converted into grant as it was meant for payment of salary to the staff of organization and CEO was accordingly advised to put up a proposal to the Finance Department for conversion of loan into grant and also to project the future requirement in this regard so that appropriate allocation of grant could be made by the Govt of NCT of Delhi to the Board.
2. As per directions of the then Hon'ble Chief Minister, Government of NCT of Delhi, Government had provided grant in-aid instead of loan to DUSIB amounting to Rs. 45.00 Cr and Rs. 70.00 Cr during the year 2012-13 and 2013-14 respectively for Salary and Establishment Expenses of DUSIB. However providing Grant-in-aid to DUSIB was discontinued without assigning any reasons by the Government of NCT of Delhi inspite of various communications dated 11.12.2014, 25.2.2015, 18.3.2015 & 8.3.2016 to Urban Development Department / Finance Department, GNCTD for providing further grant-in-aid in the subsequent financial years, which was not acceded to.
3. The Government of NCT of Delhi has started making provision in the budget for ways and means loan instead of Grants-in-aid in favour of DUSIB since 2014-15 for salary and establishment expenses.
4. Government has so far provided ways and means loan to the tune of Rs.394.00 Cr and total amount of loan and interest payable thereon is as per detail given below:-

(Amount in Lakhs)

S. No	Financ ial Year	Type of Loan	Amount of Loan	Repay able in no of years	Rate of Intere st on loan	Outstandi ng loan Amount	Interest payable on loan
1	2	3	4	5	6	7	8
1	2011- 12	Ways & Means	4500.00	5 years	10.50 %	4500.00	472.50
2	2012- 13	Ways & Means	0.00	5 years	0.00	4500.00	945.00

3	2013-14	Ways & Means	0.00	5 years	0.00	4500.00	1417.50
4	2014-15	Ways & Means	4500.00	5 years	10.00 %	9000.00	2340.00
5	2015-16	Ways & Means	4000.00	5 years	10.00 %	13000.00	3662.50
6	2016-17	Ways & Means	8000.00	5 years	10.00 %	21000.00	5762.50
7	2017-18	Ways & Means	15900.00	5 years	10.00 %	36900.00	9452.50
8	2018-19 Till July 18	Ways & Means	2500.00	5 years	10.00 %	39400.00	20517.50

5. Pursuant to the decision of 5<sup>th</sup> Board meeting, the Delhi Urban Shelter Improvement Board has been continuously requesting vide Letter No D-313/AO (HQ)/DUSIB/13 dated 2.4.2013, Letter dated 26.11.2013, letter dated 5.2.2014, letter dated 14.8.2014, letter dated 11.12.2014, letter dated 16.02.2018 and letter dated 29.8.2018 to the Government of NCT of Delhi for conversion of ways and means loan into grant-in-aid, but no fruitful result received. It is pointed here that water charges payable to DJB for which government has made provision of Rs.59.00 Crore is also provided in the shape of loan instead of Gran-in-aid.

6. At this stage, Delhi Urban Shelter Improvement Board has to pay loan plus interest thereon to the tune of Rs.599.17Cr which is beyond the financial position of the DUSIB because of its limited revenue resources and constraints:

7. The maximum potential of revenue receipts of DUSIB – licence fee, rent from land pockets, ground rent and damages etc is Rs. 25.00 Cr to Rs.30 Cr per annum whereas current establishment expresses, contingent expenses and payment of pension etc is Rs. 180.00 Cr per annum. The receipt and expenditure under non-plan head of the last three years are annexed as **Annexure -A** to justify that DUSIB needs financial support in the form of grant-in-aid to run its activities. Due to precarious financial position of DUSIB, the capital receipts have been utilized by DUSIB towards payment of salary and pension.

8. DUSIB had tried to recover outstanding dues on account of equated instalments and ground rent and penalty amounting to Rs.110.Cr (approx) against the EWS Flats allotted under Special Registration Scheme, 1985 providing relief on interest under penalty relief scheme. Despite extending the penalty relief scheme from time to time, the response of the public has been

moderate to poor. The outstanding dues are not likely to be deposited by the allottee / purchasers unless and until coercive steps are adopted by the DUSIB.

9. The DUSIB has been successful in allotting a number of its land chunk on licence fee basis for organizing social functions and for purpose from which DUSIB is generating revenue receipt of Rs. 10.00 Cr per annum.

10. The DUSIB has made sincere efforts to generate revenue receipts by allotting limited space on its land and buildings (179 Sites) on licence fee basis to telecom companies for installation of mobile towers. A revenue receipt of Rs.13.00 Cr per annum was expected from such allotments. However, due to difficult phase being faced by the telecom companies, DUSIB has been partially successful in allotting sites to telecom companies. One of the successful bidder has already surrendered the allotted sites to DUSIB and re-invitation of bids by DUSIB has failed to elicit any response from the telecom companies.

11. Demand notices are being issued to recover licence fee and damages from the properties in walled city known as Katras. Revenue receipt of Rs. 1.00 Cr to Rs.2.00 Cr is generated every year under this head.

12. The financial position of the DUSIB can be stabilized by taking the following measures.

a) Reimbursement of the loss of revenue amounting to Rs.725.00 Cr in respect of land allotted to various Government Departments/ Delhi Metro Rail Corporation(DMRC).

b) By taking coercive measures to recover the outstanding dues of more than Rs.100.00 Cr from the allottees/ occupants of tenements allotted under Special Registration Scheme, 1985 as the penalty relief scheme extended from time to time to mobilize the allottees/purchasers has been partially successful only.

13. In view of the limited resources of revenue receipts of DUSIB and aforesaid constraints, DUSIB is not a position to repay its ways and means loan and interest thereon as mentioned in para 6 above at this stage.

14. It is pointed that keeping in view of the financial position of DUSIB, the loan can be converted in grant-in-aid as per the provision under Sub para 5.15.2 (iv) of Chapter 5 of Civil Accounts Manual for conversion of GIA into Loan or vice versa and Rule 103 and write off any loan as per Rule 259 of

GFR 2017. The abstract of Civil Accounts Manual and GFR 2017 are annexed as **Annexure-B**

**Proposal:-**

i) It is therefore, proposed that Ways and Means Loan of Rs. 394.00 Cr provided to DUSIB during the period as mentioned in the table given in para 4 above may either be converted into grant-in-aid as per provision of Civil Accounts Manual or written off under GFR 259.

ii) Further it is also proposed that in future, grant-in-aid be given to DUSIB for the payment of salaries to employees of the organisation, accordingly appropriate allocation of grant-in-aid be made in the Budget (RE/BE).

Board may consider the above proposal to recommend to Government of NCT of Delhi accordingly.



## Annexure -A

(Rupees in lakhs)

Year	Revenue Receipt + Capital Receipt	Expenditure on establishment, contingency, pensions and maintenance of assts of DUSIB under Non-plan head	Deficit	Ways and means loan provided by the Government of NCT of Delhi for Establishment	Remarks.
1.	2	3.	4	5	6
2015-16	2418.63 +2602.39 <b>5021.02</b>	10786.18	(-) 5765.16	4000.00	The deficit has been met with ways and means loan and diversion of funds from other schemes as a temporary measure.
2016-17	2818.66 +2535.62 <b>5354.28</b>	12151.18	(-) 6796.90	8000.00	-do-
2017-18	2272.91 +3161.13 <b>5434.04</b>	13296.51 + 1200.00 (pension)	(-) 9062.47	15928.00 (i/c 0.5928.00 provided for payment to DJB)	-do-

## Annexure -B

### **Para 5.15.2 (iv) of Civil Accounts Manual - Conversion of Grants in aid to Loans and vice-versa:**

It includes cases where any decision is taken by Central Government for conversion of a Grant-in-aid given during any earlier financial year to a State Govt. or U.T. Govt. into a loan or conversion of a loan given earlier into Grant-in-aid with retrospective effect. This is done after issue of necessary sanction for it including necessary explanation in the notes on Demands for Grant concerned. In the cases whereby the earlier grants are converted to loan, the progressive figure under the Major Head "7601" (see Para 10.8.7 also) -Loans and Advances to State Governments" will be increased through "Proforma correction" after affording contra credit for a corresponding amount under "Government Account". This will also be reflected in the ledger of balances in "Form CAM-41","Government Account" in Form CAM-42, and indicated in the material for Finance Accounts submitted to Controller General of Accounts. A note will also be kept in the loan register, indicating briefly the terms and conditions of the repayment of loan. In the case of retrospective conversion of a loan given earlier into Grant-in-aid, the relevant sanction order should indicate the treatment to be given to the portion of loan and interest paid to the Govt. by the recipient of the loan. "Proforma Correction" would similarly be required to decrease the progressive figure under the relevant Minor Head under the Major Head "7601-Loans and Advances to State Governments" by affording contra debit to "Government Account" in the documents referred to above. The above provision of Civil Accounts manual is also applicable to the loan given by state Government to its autonomous bodies/board.

### **Rule 103 of GFR 2017 - Conversion of outstanding loans into equity investments or grants-in-aid.**

Government takes from time to time, suitable measures to strengthen/restructure the Capital base of public sector enterprises so that these enterprises can improve their performance and productivity. As a part of the package scheme, financial relief in the form of conversion of outstanding loans into equity investments or grants-in-aid are also agreed to. Where loans outstanding against Public Sector Undertakings are proposed to be converted into equity investments in or as grants-in-aid to the Public Sector Undertakings, the approval of the Parliament to such proposals, shall be obtained by including a token provision in the relevant Demands for Grants or Supplementary Demands for Grants as may be found expedient. The details of such conversion of loans may be explained in the relevant Budget/Supplementary Demand documents. After obtaining the approval of the Parliament, the balances under loans and the progressive expenditure of

— 663 —

the Capital Heads of Accounts shall be corrected proforma in the relevant Accounts of the Union Government, under the Loan/Capital Major Heads concerned.

**Rule 259 of GFR 2017 Irrecoverable Loans:-** A competent authority, after prior approval of the Ministry of Finance may remit or **write off** any loans owing to their irrecoverability or otherwise.

**AGENDA ITEM NO. 23/08**

**ACCORD OF NECESSARY PERMISSION TO USE THE VACANT SPACE OF BASTI VIKAS KENDRAS FOR ORGANIZING SOCIAL AND COMMUNITY FUNCTIONS THROUGH BOOKING ON THE SIMILAR PATTERN ADOPTED FOR COMMUNITY HALL.**

1. In accordance to the decision taken by the board during its 17<sup>th</sup> Meeting held on 28.09.2016 vide agenda item no.17/06 i.e."Board appreciated the effort of DUSIB in this regard and directed DUSIB to explore the possibilities of using vacant BVK's to operate Mohalla Clinic/ Poly Clinic so that vacant BVK's can be optimally utilized and also directed to not allot the BVK's unless a compressive view is taken for the optimum utilization of the premises". DUSIB has put on hold the further allotment of BVK till a final view of the Government.

2. Under the approved Plan Scheme of Construction of Community Hall / Basti Vikas Kendra, DUSIB (erstwhile Slum & JJ Department) is providing the facilities of BVK's in all existing JJ clusters. The Basti Vikas Kendras of DUSIB are built up for rendering the community services to the people living in nearby JJ Basties. Some of these are built up and some are temporary structures being operated and managed by the Engineering Wing of DUSIB having big/small rooms at various Floors. These BVKs have been allotted to various NGOs / Voluntary organizations / Charitable Trusts, Govt. Organization for extending the facilities like Health Care, Adult Literacy, skill up gradation, educational, Vocational programmes etc. to the JJ dwellers. The allotment of BVK to allottee agencies is being made @ Rs.02 (Two) per square feet per month + Rs. 10000/- towards security (refundable) one time on license fee basis.

3. Presently there are 320 nos. of Basti Vikas Kendras (BVKs) maintained by DUSIB and out of which 40 nos. of BVKs are vacant. These vacant BVKs may be considered for daily basis booking for the residents of the JJ Basties for their social functions on nominal booking charges.

4. During the various meetings held with Hon'ble Area MLAs the issue of allotment of BVKs discussed on time to time and demanded early allotment/proper utilization. In the recent meeting held with Hon'ble Area MLA AC-14, Shalimar Bagh Ms.Bandana Kumari it was requested that till the final view/outcome, on this issue the vacant space of BVKs in her constituency be allowed to organize social/community function as the dwellers of that area are facing hardship in absence of their proper utilization of these buildings. Moreover DUSIB may charge the booking amount from the dweller on the similar pattern as adopted for the booking of Community Hall in that area/zone.

## 5. Proposal

Accordingly the matter is placed before the board for kind consideration and allowing to use the vacant space of Basti Vikas Kendra for organizing social and Community Function through booking on the similar pattern adopted for Community Hall as a temporary measure.

AGENDA ITEM NO.23/09

BOOKING OF VACANT GROUNDS OF DUSIB FOR RAMLEELA/DUSSEHRA AND MELA ACTIVITY.

1. During the 13<sup>th</sup> Board meeting under agenda item no 13/8 a proposal was approved for allotment/permission for Ramleela/Dussehra Mela etc at DUSIB ground to follow the policy guideline of DDA vide No. Meeting Cell/DUSIB/DD (Admn)/2015/D-50 dated 28/09/2015 (**annexure A**).

2. At present DUSIB is allotting the vacant DUSIB land for Ramleela/Dussehra Mela etc as per DDA policy circulated by DDA vide dated 27/04/2016 & 08/08/2016 (**annexure B**). This office has received a representation from Hon'ble Dy. Speaker Ms. Rakhi Birla to allot the vacant land at Mangolpuri for Ramleela / Dussehra festival by minimizing the fees of vacant land copy placed at (**annexure C**).

**3. Proposal**

Therefore the agenda item is placed before the Board for deliberation to minimize the booking charges as requested by Hon'ble Dy. Speaker Ms. Rakhi Birla.

**DELHI URBAN SHELTER IMPROVEMENT BOARD  
GOVT. OF NCT OF DELHI  
PUNARVAS BHAWAN, NEW DELHI - 110002**

NO: Meeting Cell/DUSIB/DD(Admn)2015/D-50

Dated: 28/09/2015

**Sub: Minutes of the 13<sup>th</sup> Meeting of Delhi Urban Shelter Improvement Board held on 22.09.2015.**

Sir/Madam,

Please find enclosed herewith the minutes of the 13<sup>th</sup> Meeting of Delhi Urban Shelter Improvement Board (DUSIB) held on 22.09.2015 duly approved by Hon'ble Chairman, DUSIB for kind information.

Encl: as above

  
Dy. Director (Admn.)

1. Secy. to Chief Minister, GNCT of Delhi.
2. Secy. to Dy. Chief Minister, GNCT of Delhi.
3. Shri Sahi Ram, MLA, Tughlakabad (AC. No. 52).
4. Shri Akhilesh Pati Tripathi, MLA, Model Town (AC No. 18).
5. Shri Hazari Lal Chauhan, MLA, Patel Nagar (AC No. 24).
6. Shri Ram Kishan Bansiwala, Municipal Councillor, NDMC (Ward No. 5)
7. Shri Chander Prakash, Municipal Councillor, SDMC (Ward No.195)
8. Shri Sunil Kumar Jha, Municipal Councillor, EDMC (Ward No.242)
9. Vice Chairman, DDA
10. Pr. Secretary(UD), UD Deptt, GNCT of Delhi.
11. Director (Local Bodies), GNCT of Delhi.
12. CEO, Delhi Jal Board.
13. CEO, DUSIB.
14. Chairperson, NDMC.
15. Shri Dharmendra, Jt. Secretary(L&W), M/o UD, Govt, Nirman Bhawan-representative of M/o UD.
16. Shri Gopal K. Saxena, BSES, Member(Power).
17. Member(Admn), DUSIB.
18. Member(Finance), DUSIB.
19. Member(Engineering), DUSIB.
20. Shri Bipin Kumar Rai, Expert (non-official).
21. Shri A.K. Gupta, Expert (non-official).
22. Office copy.

Keeping in view the orders of the Hon'ble High Court of Delhi in Contempt Case (Civil) No.890/2011 titled as Virat Cooperative Group Housing Society Ltd. & Ors Vs. Commissioner, Municipal Corporation of Delhi & Ors, it was decided by the Board that survey of the cluster(s) which is/are the subject matter of the court case, be carried out by DUSIB by taking 14-02-2015 as the cut-off date.

**Agenda Item No. 13/6**

**Allotment of Flats Constructed Under JNNURM Scheme to Registered Wait-Listed Applicants of 1985 Special Registration Scheme.**

The proposal was considered and approved by the Board.

**Agenda Item No. 13/7**

**Disposal of DUSIB Plots/Properties**

After detailed deliberations, the proposal was approved by the Board in-principle. However, it was desired by the Board that CEO, DUSIB should place the details of the specific plots which are immediately available for sale before the Board in the next meeting.

**Agenda Item No. 13/8**

**Booking of Vacant Grounds of DUSIB for Ramleela / Dussehra and Mela Activity**

The proposal was considered and ratified/ approved.

**Agenda Item No.13/9**

**Appointment to the Post of Director on Deputation in DUSIB**

The Board considered and approved the proposal.



AGENDA ITEM NO. 13/8BOOKING OF VACANT GROUNDS OF DUSIB FOR  
RAMLEELA / DUSSEHRA AND MELA ACTIVITY

1. Till 2013, the open spaces owned by DUSIB were allotted free of cost on temporary basis for performing religious functions such as Ramleela, etc. In April, 2014, it was approved by CEO, DUSIB, that free allotment be dispensed with and rates as applicable in DDA be charged. However, in a meeting taken on 23.7.14 by the then Hon'ble Union Minister for Health & Family Welfare, Govt of India, it was considered to provide these open spaces free of cost for Ramleela to be held in the year 2014. Therefore, in 2014, a token amount of Rs.10,000/- was charged by DUSIB as cleaning charges for Ramleela function.
2. This year also DUSIB has received some requests from RWAs and Societies for grant of permission for Ramleela / Dussehra and Mela etc. at vacant DUSIB grounds. These applications were processed and keeping in view the policy decision regarding fixation of rates by CEO, DUSIB in April, 2014, consent was sought from the applicants for making payment. A few applicants have given consent but some applicants have requested in public hearing that temporary allotment for Ramleela etc. should be made either free of cost or as per the policy of other departments such as DDA or MCD.
3. ~~Since a view in the matter was to be taken on urgent basis, it was decided to follow the policy guidelines of DDA for allotment of grounds for Ramleela / Dussehra and other purposes as downloaded from their website (Annexure A) as far as booking charges are concerned. The DDA policy for booking of open spaces / parks of DDA allows for temporary booking for maximum 30 days in a year for religious functions for maximum 10,000 sqm land area. But if joy rides, stalls, shops, etc. are also proposed simultaneously with the religious function, then this Mela activity should be restricted to 25 % of the total allotted area and on payment of booking charges. The security and cleaning charges are to be paid on total allotted area.~~
4. Further, it was decided that a Committee constituted by the CEO will decide suitability of the applicant to whom the ground will be allotted in case there are two or more applications for the same ground.

Submitted for kind ratification by the Board.

Annexure - B  
13/c

F.No. 1(76)2016/LD/Coordn.  
DELHI DEVELOPMENT AUTHORITY  
LAND DISPOSAL DEPARTMENT  
VIKAS SADAN, NEW DELHI

Dated 27.04.2016

Policy for Streamlining of the Procedure and Fee Structure for Temporary Allotment of Open Spaces/Community Halls of the DDA for various functions.

In supersession to all previous Circulars/Instructions on the subject, the revised guidelines for booking of Community Halls and temporary allotment of land parcels for social, religious, commercial purposes are as under:-

**1 Parameters of booking charges as per the revised policy:**

S.No	Category	Type	Description	Charges/Rates
1.	Open spaces/vacant lands  Category-1	Free	I(a) Functions of all faiths and socio-religious or spiritual events like Katha, Satsang, etc. where no ticket/entry fee, gate fee, etc. is levied.	Nil.
			I(b) Yoga/meditation, Blood Donation Camp, free health check-up camp and other voluntary services organized by registered organizations/NGOs/RWAs/Charitable Trusts for the purpose of social welfare where no fee is charged.	
			I(c) Functions relating to Ramleela, Janamasthami, Dassehra, Durga Pooja & Navratras, where Joyrides (Jhoolas) eating stalls, etc. are set up traditionally (occupying the maximum space upto 25% of total area booked or 2500 sqmtr. Whichever is less).	
2.	Category-II	Nominal	II(a) Activities provided under Category I (a) & I (b) combined with stalls, joyrides or other recreational activities.	Cat. A Sites Rs.6000/- per 1000 sqm per day.
			II(b) Any other charitable activity (other than commercial activity) without charges or entry fee/ticketing.	Cat. B Sites Rs.5000/- per 1000 sqm per day.
			II(c) Activities provided under Cat. I (c) combined with stalls, Joyrides, etc occupying space more than 25% of total area so booked or 2500 sqmtr.	Cat. C sites Rs.4000/- per 1000 sqm per day (fee shall be chargeable for the entire area i.e. complete allotted land parcel).
<p>NOTE:</p> <p>i) The area so allotted in Cat. I (free) &amp; Cat. II (nominal) shall not exceed 25000 sqmtr.</p> <p>ii) The site allotted for such functions other than which is available online, shall be allowed manually with the approval of VC.</p>				

Amended

15/6

124/C

1st C

No. F.1(76)2016/LD/Coordn.  
DELHI DEVELOPMENT AUTHORITY  
LAND DISPOSAL DEPARTMENT  
VIKAS SADAN INA, NEW DELHI

Dated: 8th August 2016

Modification in Policy dated 27.04.2016 for Streamlining of the procedure and Fee structure for Temporary allotment of Open Spaces/ Community Halls of the DDA for various functions.

On receipt of representations from Hon'ble Member of Parliament and Member of Legislative Assembly regarding hefty charges of Security Deposits for organizing various religious functions, the competent authority has been pleased to modify the policy dated 27.04.2016 on the subject as under:-

The security clause in Para 4(i)(a) of the policy dated 27.04.2016 stands amended for Free and Nominal categories, which are now charged as one time security deposit irrespective of the number of days for which the site is to be booked, as under:-

For Free category: Rs. 10,000/- per 1,000 sqmtr. and part thereof.

For Nominal category: Rs. 20,000/- for Cat. A  
Rs. 15,000/- for Cat. B  
Rs. 10,000/- for Cat. C  
per 1000 Sqmtr. and part thereof.

In augmentation of the Society the following sub-clauses are amended as under:-

(i) In return of previous year or Form 50, in case IT return is not filed by the Society or an Affidavit to the effect that IT return is not filed by them.

(ii) Copy of the PAN card of any Executive Member of the Society.

(iii) Copy of ID Proof of only Executive Members of the Society.

3. The one time cleaning charges clause stated in Para 3 of the Policy is amended to make it optional. If the organizers give an undertaking that they will arrange the cleaning on their own and will hand over the site to DDA at the end of the function/event in a totally cleaned condition, the organizers will not be liable to pay the cleaning charges.

14/12  
139/E

1. The following terms and conditions are added in Para 5 Clause(C) :

- (i) The societies/organizers who will be found violating the terms and conditions of the allotment their entire security deposit will be forfeited.
- (ii) The violators of terms and conditions will also be debarred for further allotment of the sites for any purpose.
- (iii) The organizers who have booked the site during last year and have been found violating the terms and conditions and have not paid the applicable penalty so far and have also been debarred may not be allowed to book the site for the current year.

The other terms and conditions of policy dated 27.04.2011 will remain same and unchanged.

\*\*\*\*\*

**3. Cleaning Charges for temporary allotment of land and Community Halls :**

In addition to the license fee mentioned above, one time cleaning charges @ Rs. 2.5 per sqm in case of temporary allotment shall be payable irrespective of booking period. In Community Hall the cleaning charges shall be Rs. 2.50 per sq. mtr for open area and Rs.5.00 per sqm for covered area. Cleaning during booking period of the allotment shall be the responsibility of the licensee.

**4. Security Deposit :**

**i. Vacant Land Parcels:**

**a) Category I & II**

The security deposit for free category as well as for the nominal category shall be equal to booking amount calculated on the basis of nominal category

**b) Category III (a)**

Marriage and shagan/tika ceremony etc. which shall be as per the Annexure)

**c) Category III (b), (iv) & (v)**

Shall be equal to booking amount.

**Note:** The security deposit in case of free/nominal category (Cat. I & II) can be furnished in the form of FDR/Bank Guarantee.

**ii. Community Halls:**

Security Deposit in respect of Community Halls shall be equivalent to license fee/booking charges for each category i.e A or B as the case may be.

**5. General Terms and conditions:**

- i. For booking of Community Hall/open space, PAN CARD or AADHAAR CARD shall be mandatorily required to be uploaded while booking the site for the requisite purpose.
- ii. An applicant can make maximum of one booking per year. However, registered societies can book twice a year for maximum period of 45 days each under free/nominal category.

~~Annexure 1~~



सत्यमेव जयते

कु. राखी बिरला  
Ms. Rakhi Birla

उपाध्यक्ष, दिल्ली विधान सभा  
Deputy Speaker, Delhi Vidhan Sabha

पुराना सचिवालय, दिल्ली - 110 054  
Old Secretariat, Delhi - 110 054

फोन / Tel. : 23890167

फैक्स / Fax: 23890016

No. DS/DVS/2018/114

Dated: 18<sup>th</sup> Septemebr 2018

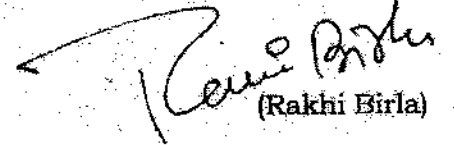
Respected Sir,

I am enclosing herewith the representation received from Shri Rajender Shokeen, President- New Waqt Club, Y-842, Mangol Puri, Delhi regarding waive off the fees of of Dharmik Ramleela and Dushera Ground. Further, the representation is self-explanatory. Most residents of the area belong to the SC/ST/JJ Cluster communities (economically backward).

I shall be grateful if you kindly look into the matter personally and minimize the fees of Dushera Ground as early as possible.

Thanking you.

Yours sincerely,

  
(Rakhi Birla)

The Chief Executive Officer,  
Delhi Urban Shelter Improvement Board,  
Govt. of NCT of Delhi, Delhi

Manas Bhawan I.T.O.

Delhi - 110003

**AGENDA ITEM NO. 23/10**

**INFORMATION REGARDING THE CONTRACTUAL JUNIOR ENGINEERS CONTINUATION IN DUSIB.**

DUSIB has a full fledged Engineering Wing to meet the requirement of various plan, schemes, civil works and deposit works. The recruitment is done at the level of Junior Engineers only.

1. In DUSIB, there are total sanctioned post 195 of Jr. Engineer(Civil) and 35 of Jr. Engineer (Elect.), out of which 61 posts of Jr.Engineer (Civil) and 27 posts of Jr.Engineer (Elect.) are vacant.

2. For making a stop gap arrangement, an agenda was placed before the 16<sup>th</sup> Board meeting held on 11.04.2016 and the Board had approved the proposal for engagement of Jr.Engineer (Civil & Elect.) either through ICSIL or from open market. Due to some administrative reason the recruitment through ICSIL could not materialise and applications were invited from candidates from open market and selections were made after following a process.

3. Accordingly, 50 Engineering Interns(Civil) and 20 Engineering Interns (Elect.) were taken on contract basis w.e.f. 03.08.2016, initially for a period of 01 year, extendable up to three years on satisfactory performance. To meet the exigencies of work, extension from time to time was granted to these Engineering Interns (Civil & Elect.).

4. In order to fill up these above mentioned vacant posts of Jr. Engineers (Civil & Elect.) on regular basis through DSSSB, a requisition has been sent to DSSSB to fill up the 61 post of Jr.Engineer (Civil) and 27 post of Jr.Engineer (Elect.) on 01.02.2018. After certain clarifications which were sought by DSSSB, the proposal has been sent back to DSSSB on 23.08.2018.

**Proposal:** It is to place before the Board, for information that till such time the vacancies of Jr.Engineers are filled up on regular basis through DSSSB, further extension for six months has been granted to these 45 Engineering Interns (Civil) and 13 Engineering Interns (Elect.) vide order dated 04.09.2018, with the rider of continuation being granted subject to filling up of post on regular basis.

**AGENDA ITEM NO. 23/11**

**APPEAL FILED BY SMT. KAMINI VAID DUTTA, DY. C.A. (ON CURRENT DUTY) AGAINST THE ORDERS OF THE DISCIPLINARY AUTHORITY DATED 05/06/2017.**

1. This case relates to the embezzlement of government money, amounting to Rs. 19.44 crores by one Sh. Purshottam Kumar, Asstt. Director/Head Cashier and others, in the accounts wing of the erstwhile Slum and JJ Department of MCD (Now DUSIB). Soon after the scam came to the knowledge of the higher authorities in Sept'2010, Sh. Purshottam Kumar, Assistant Director was suspended on 23.09.2010. Besides on the basis of Preliminary inquiry by Shri Mukesh Kumar, Vigilance Officer/DJS, nine more officials/officers were also placed under suspension on 29.09.2010 and booked for major penalty proceedings

2. Initially, the case was reported to the local police by the accounts officers but later on, the same was referred to the CBI for carrying out investigation into the above matter. In the meantime; the local police had referred the matter to the Economic Offences Wing, Crime Branch of Delhi Police. But, the CBI did not take any action in the first instance. Letters were also sent to the Directorate of Vigilance, GNCTD etc. The then CEO again referred the matter to CBI requesting therein to the CBI to investigate the matter, keeping in view of the involvement of large number of officials and magnitude of the embezzled amount. Before the CBI could take any action, the Anti-Corruption Branch of Govt. of NCT of Delhi registered an FIR in the matter. Presently it is under investigation with the A.C.B., GNCT of Delhi.

3. A special audit of the accounts section was carried out by the Comptroller of Accounts (Audit), Directorate of Audit, for the period 1992 to 2010. The Special Audit report received in the year 2011 reflects serious irregularities such as non-maintenance of ledgers, non-conducting of audit by the internal audit branch & Municipal Chief Auditor, huge difference in opening and closing balance and also irregularities in financial statements of annual accounts including the embezzlement of government money to the tune of Rs.19.44 crores. The Special audit report suggested action against the erring officers and also suggested some preventive actions for future to avoid recurrence of such scams in future. The special audit report also suggested for recovery of the embezzled amount.

5. After receipt of Special Audit Report, 18 more officers were found prima facie guilty besides the 10 officers (9+1) as mentioned in para 1 above, some of the officers' role also came into picture in the above case. Regular Departmental Action (RDA) for major penalty has been ordered against all the 28 officers/officials including Smt. K. V. Dutta, Dy. C.A. (on Current Duty).



Some Officers had retired before this misconduct came to notice of higher authorities. Role of some other officers/officials are under examination.

6. A first stage CVC advice was sought. Commission advised major penalty proceedings against the 28 officers/officials (including 06 officers from DDA who were posted in S&JJ Deptt., MCD (Now DUSIB).

7. Smt. Kamini Vaid Dutta was working as AAO JJ (HQ) during the period from 21.6.2006 to 24.2.2008 thereafter as A.O. from 25.2.2008 to 8.10.2010. in Delhi Urban Shelter Improvement Board (erstwhile Slum & JJ Department of M.C.D.)

8. Accordingly, a disciplinary proceeding under Rule 14 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965 was initiated against Smt. Kamini Vaid Dutta, Dy. C.A. (On current duty). A charge sheet was issued to her vide no. VG/1201/01/DUSIB/2010/D-72 dated 23.01.2013. The article of charges are given below.

#### **Article-I**

Smt. Kamini Vaid Dutta failed to supervise the Cashier and other supervisory staff above the cashier posted under her from time to time. She failed to supervise the remittance of public funds in bank which were received in cash by Shri Purshottam Kumar, Asstt. Director(Cash). Sh. Purshottam Kumar was working in Delhi Urban Shelter Improvement Board (erstwhile Slum & JJ Department of M.C.D.) during the period 1990 to 23.9.2010. Sh. Purshottam Kumar remained posted in accounts branch (Slum & JJ) as UDC (Cashier) thereafter as Head clerk (Cashier) and later on as Asstt. Director(Cash). Sh. Purshottam Kumar did not remit the revenue collected/received in cash through challans and G-8 books from various sources in bank accounts of the Delhi Urban Shelter Improvement Board (erstwhile Slum & JJ Department of M.C.D.). As per 15 cash books of JJ(HQ) scheme for the period from 01/4/2003 to 03/9/2010 there is a difference of Rs. 1,10,72,834/- which Shri Purshottam Kumar did not remit/deposit in bank account No. 1220608294, Central Bank of India, Vikas Kutir, I.P. Estate, New Delhi which was collected/received by him through challans and G-8 books etc. from various sources of the Delhi Urban Shelter Improvement Board (erstwhile Slum & JJ Department of M.C.D.), as reflected in the Special Audit Report.

#### **Article-II**

Smt. Kamini Vaid Dutta failed to supervise the Cashier and other supervisory staff above the cashier posted under her from time to time. The cash book JJ(HQ) scheme from 1/4/08 to 23/11/2008 has not been produced

to the special audit team for special audit. As per scrutiny of the challans of different zones the cash amounting to Rs. 63, 31,492 was collected and deposited with Sh. Purshottam Kumar, Cashier (HQ) / AD(Cash) during the period 1/4/2008 to 23/4/2008. But Rs. 32, 15,096 is short which was not deposited in bank as per bank statement. Shri Purshottam Kumar embezzled and misappropriated above said funds of the Delhi Urban Shelter Improvement erstwhile Slum & JJ Department of MCD as reflected in the special audit report.

#### **Article-III**

Smt. Kamini Vaid Dutta failed to supervise the Cashier and other supervisory staff above the cashier posted under her from time to time. Sh. Purshottam Kumar & other officials of DUSIB did not reconcile bank statements in respect of various accounts maintained by DUSIB with Central Bank of India, Vikas Kutir, I.P. Estate, New Delhi for many years, as reflected in the special audit report. The DDOs were required to prepare bank reconciliation statement of drawls and deposits on monthly basis to keep a track of deposits and withdrawals from bank account. But the same was not done by DDOs in mutual connivance with cashier Sh. Purshottam Kumar for so many years.

#### **Article-IV**

Smt. Kamini Vaid Dutta failed to supervise the Cashier and other supervisory staff above the cashier posted under her from time to time. Sh. Purshottam Kumar prepared and used 50 fake counterfoils of bank deposit from 5.4.10 to 31.8.10 in respect of account no. 1220608294 (JJ) (HQ) amounting to total Rs. 1384150/-. Being DDO, it was her duty to have a control over the working of the Cashier/AD (Cash).

#### **Article- V**

Smt. Kamini Vaid Dutta failed to supervise the Cashier and other supervisory staff above the cashier posted under her from time to time. Sh. Purshottam Kumar did not enter interest given by the bank in cash books at several occasions. Being DDO, it was her duty to have control over the working of the Cashier/AD(Cash).

#### **Article- VI**

Smt. Kamini Vaid Dutta failed to supervise the Cashier and other supervisory staff above the cashier posted under her from time to time. Sh. Purshottam Kumar did not enter some cheque payments in cash books which were shown in bank statement and vice versa. Being DDO, it was her duty to have a control over the working of the cashier/AD(Cash).

#### **Article-VII**

Smt. Kamini Vaid Dutta failed to supervise the Cashier and other supervisory staff above the cashier posted under her from time to time. Sh. Purshottam Kumar did not make entry of debit of the amount invested in various FDR in cash book as reflected in the special audit report. Being the DDO, it was her duty to have a control over the working of the Cashier/AD(Cash).

#### **Article-VIII**

Smt. Kamini Vaid Dutta failed to supervise the Cashier and other supervisory staff above the cashier posted under her from time to time. Shri Purshottam Kumar, being cashier used to maintain the Cash books and Smt. Dutta used to check and sign the same in the capacity of DDO/AO(JJ)HQ. The cash books of JJ(HQ) for the period 01.04.2008 to 23.11.2008 were reported to be missing. Sh. Purshottam Kumar, AD (Cash) even did not write cash book (JJ-HQ) after 3.9.2010 onwards. But, no immediate action was initiated by Smt. Dutta against Sh. Purshottam Kumar.

#### **Article-IX**

Smt. Kamini Vaid Dutta, then A.O. (now Dy. C.A.) failed to supervise remittance of cash in bank accounts of DUSIB by Sh. Purshottam Kumar. She did not get reconciled the bank statement with cash books. She did not take proper preventive steps to stop the embezzlement and misappropriation of funds by Sh. Purshottam Kumar.

9. The C.O. denied the charges. Accordingly, Shri. K.R.Kishore, Sr. DANICS (Retd.) was appointed as Inquiry Officer vide no. D/1386/DD/Vig/DUSIB/2013 dated 29.10.13 to inquire into the charges. The Inquiry Officer submitted his report on date 30.04.2015. As per findings of the I.O., out of the IX charges, as mentioned above, Article no. I, Article- II, Article-III, Article- IV, Article -V, Article- VIII, Article- IX are stated to be 'PROVED' and Article VI and Article- VII 'NOT PROVED'.

10. A copy of the report was served upon Smt. K.V. Dutta, Dy.CA/C.O. to make any representation or comments against the findings of the I.O. vide letter dated 29.06.2015. She submitted her modified representation on 18.01.2016 after seeking extension.

11. Smt. K.V. Dutta, Dy.CA/C.O. was granted a personal hearing, on 01/05/2017 by the CEO in the capacity as her Disciplinary Authority.

12. The Disciplinary Authority in his orders dated 05/06/2017 while imposing penalty noted as under:

"The fact that emerges is Sh. Purshottam Kumar is the kingpin of mismanagement and misappropriation leading to embezzlement of funds as he was working as cashier in all section at head quarter during that time which includes Slum HQ, Plan section and JJ (HQ) as well. It is mentioned in the audit report regarding missing credits in JJ (HQ) to the period from 2005 to 31.08.2010. The documents produced by C.O. show steps taken by her to reconcile the bank accounts are of vital consequence and shows that had C.O. not taken this step and initiated the process of bank reconciliation, the nefarious activities of Shri Purshottam Kumar would have gone unabated leading to more irregularities and more embezzlement. But a series of non remittances of huge amounts spread over a long period during the tenure of the CO, including that of non preparation of bank reconciliation statement knowing that it is mandatory, fake counterfoils of bank deposits, no proper entries in cash books with respect to interest given by banks, non preventive steps to stop embezzlement or misappropriation, all these indicate supervisory lapses on the part of C.O. which resulted in embezzlement being done in JJ (HQ). Had she taken some preventive steps during the process of compilation of missing credits to ensure that Sh. Purshottam Kumar, Cashier does not continue to tamper with accounts the embezzlement could have been averted or detected early. Thus, she failed to exercise enough financial control to prevent irregularity during her tenure as AAO (HQ) JJ as well as AO (HQ) JJ for which she is guilty, although there appears no evidence of any connivance."

13. The Disciplinary Authority vide order no. D-422/DD/VIG/DUSIB/2017 dated 05/06/2017 imposed a penalty of "reduction in the time scale of pay by two stages for two years on Smt. Kamini Vaid Dutta, C.O., with further direction that she will not earn increments of pay during the period of such reduction and on expiry of such period the reduction will not have the effect of postponing the future increment of her pay".

14. As per CCS CCA Rule, an appeal should be preferred within a period of forty five days from the date on which a copy of the order appealed against is delivered to the Government servant.

15. Smt K. V. Dutta filed an appeal to CEO DUSIB, dated 03.07.2017. She was informed to prefer an appeal before the Appellate Authority i.e. BOARD/Appellate Authority vide letter dated 28/07/2017.

16. A representation of Smt. K. V. Dutta dated 24/08/2017 addressed to the Chairman, DUSIB, was received in the office of Dy. Director (BOARD) on 29/08/2017. She has preferred an appeal before the BOARD and requested to condone delay. She attached 'a list of documents' which she has stated shall be shown at the time of hearing of Appeal. The documents were not enclosed. She was requested vide letter no. D-797/DD/vig./DUSIB/2017 dated

09/10/2017 to provide the facts/documents as mentioned in her representation. She vide letter dated 19/01/2018 intimated that she has already submitted all the facts as well as documents in her support while the enquiry of the case was held with the Enquiry Officer.

17. Smt. K.V. Dutta, Dy.CA (on current duty) is reluctant to provide the documents as stated in her representation dated 29/08/2017 which was received well beyond the forty five days from the receipt of the order of the Disciplinary Authority.

18. However, the points raised in her representation for consideration to waive of the penalty are as under:

18.1 Point I to III are relating to allegations against one cashier who was working for 25-30 years in the accounts of slum and JJ side and non performance of duties by him.

18.2 Point no. IV: She joined of the office of AO(HQ)JJ in July 2006 and observed that the work of bank reconciliation is pending since 2005 and she tried to clear the pending work and succeeded in her work in 2010 after confirmation of bank that the stamps on remittance slips are fake managed by the cashier.

18.3 Point no. V: She reported the facts to her seniors on joining the office in 2006 about the pendency of work but no regular staff was provided to get the back log cleared.

18.4 Point no. VI: the staff on regular posting was provided in the year 2009 and hurdles were created by the bank by not providing bank statements of the past period and cash book with the custody of cashier were also not provided.

18.5 Point no. VII: The internal audit team of the Municipal Chief Authority could not reveal the fact that there is no bank reconciliation being done by the cashier in slum side as well as JJ side.

18.6 Point no. VIII: Her seniors when she was working as AAO(JJ) namely Smt. Kanchan Bala Bhutani, AO (worked for the period April 2001 to June 2007)and Sh. Jai Bhagwan Aggarwal, AO worked for the period July 2007 to Feb'2008 have not been charge sheeted.

18.7 Point No. IX: She got the reconciliation done for the period of her predecessors also and the result of missing credit was reported to her seniors vide letter dated 16/09/2010 and a letter to this effect was written to bank manager, Central of bank of India, Vikas kutir, on 20/9/2010 and bank manager replied to her on 21/09/2010 that the stamp on remittance slips appears to be fake.

18.8 Point no. X: After obtaining approval from the then special officer board an FIR was lodged with the police authority on 22/09/2010 by her.

18.9 Point no. XI: States she was given penalty of two increments down even after establishing the facts that "there appears no evidence of any connivance" and "the documents produced by the CO shows steps taken by her to reconcile the bank accounts are of vital consequence and shows that, had C.O. not taken this step and initiated the process of bank reconciliation the nefarious activities of Sh. Purshottam Kumar (Cashier) would have gone unabated leading to more irregularities and more embezzlement".

18.10 Point no. XII: In view of the efforts recognized by the department, she prays for the relief from the penalty and her name from the recovery suit may also be deleted as the deptt. has already accepted me as the "whistle blower" and duo penalty for one act may not be initiated for the acts of cashier, she has been made the "Scapegoat".

18.11 She has also requested to condone delay in appeal.

19. In a representation dated 20/08/2018, she has further stated that the remittance of cash is the sole responsibility of cashier the then AD(Cash) and he used to show remittance slip in token of the remittance of the cash (by which the entry in the cash book is certified) which has been later on while approaching the bank has been said as "Fake" and that she do not have forensic eye view for the identification of stamp "fake" and "original".

20. The Asstt. Director (Cash), Sh. Purshottam Kumar, already stands dismissed from the services of DUSIB in 2014. The Whistle blower Act came into force w.e.f. 12/05/2014 and the matter being referred took place in the year 2010. The act cannot operate retrospectively and hence not applicable in her case. Smt. K.V. Dutta has not been considered as "Whistle blower" by the department. Smt. Kanchan Bala Bhutani (Retired- 30/04/2010) and Sh. Jai Bhagwan Aggarwal, AO (JJ) (Retired-Oct'2009) were already retired, when the matter was under inquiry. Smt. K.V. Dutta has not brought out any new facts as per her appeal which has not been considered by the Inquiry Officer or Disciplinary Authority. A recovery suit is also filed in the matter by the finance wing of DUSIB and the same is admitted in the Hon'ble High Court of Delhi and her name figures in it.

21. As per the office order no. PA/Dir.(Admn.)/2011/D-200 dated July 28, 2011 the Appellate Authority in respect of group 'A' employees is BOARD. The appeal of Smt. K. V. Dutta, Dy.CA (on current duty) dated 29/08/2017 is required to be placed before the BOARD for consideration and taking a decision as deemed fit.



## TABLE AGENDA

To Be Placed In the 23<sup>rd</sup> Meeting of  
Delhi Urban Shelter Improvement Board (DUSIB)

GOVT. OF NCT OF DELHI

01.10.2018

Venue: Conference Hall No.2, Level 2,  
Delhi Secretariat

**TABLE AGENDA**

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2.	Accord of approval for the award of work of 2 nos. (Group 1 & 3) of tenders for works under the scheme Pay & Use JSCs.	4-10
3.	Accord of approval for the award of work of 2 nos. (Group 2 & 4) of tenders for works under the scheme Pay & Use JSCs.	11-16
4.	Restructuring Of Engineering Cadre Of DUSIB.	17-19



Table Agenda No.1

ALLOTMENT OF LAND FOR MUSLIM GRAVEYARD AT SHAHZADA BAGH

1. Shahzada Bagh, Inderlok Welfare Society had requested for allotment of land for Muslim Graveyard at Shahzada Bagh for the evictees resettled during 1976 in Inderlok and Shahzada Bagh, Delhi. This issue was discussed in a meeting held in the Chamber of the then Hon'ble Minister of PWD, UD, L&B and Welfare of SC/ST, wherein the MLA concerned had informed that there is a DUSIB land in Shahzada Bagh which can be used for graveyard after getting the land use changed.
2. DUSIB, thereafter, had sent a proposal to DDA for land use change of aforesaid DUSIB land at Shahzada Bagh which was discussed in 7<sup>th</sup> Technical Committee meeting of DDA on 20.12.2012 and approved the land use change of 3744 sq. mtr from industrial to graveyard and requested DUSIB to communicate its formal approval to DDA. DUSIB vide letter dated 22.02.2013, communicated the decision of DDA to Delhi Waqf Board and requested to pay cost of the land and further carry out the development and maintenance of the graveyard. In reply, Delhi Waqf Board requested DUSIB to allot the land free of cost.
3. This matter was placed in 8<sup>th</sup> Board meeting of DUSIB on 11.05.2013, and resolved to allot 3744 sq.mtr of land at Shahzada Bagh to Delhi Waqf Board for graveyard free of cost and to request GNCTD to recoup the loss. DUSIB also intimated the above decision of the Board to DDA and requested for land use change of 3744.00 sq. mtrs of land at Shahzada Bagh from industrial/manufacturing to public & semi public (graveyard). DDA issued Gazette Notification in respect of the change of land use of DUSIB land measuring 3744 sq.mtr from industrial to graveyard at Shahzada Bagh.
4. Director (AM), DUSIB, vide letter dated 10-07-2014, submitted a proposal to Urban Development Department, GNCTD, for recouping the loss of land cost of Rs.34,45,45,344/- and Ground Rent of Rs.86,13,634/- per annum in respect of allotment of 3744 Sq. Mtrs of land to Waqf Board for the graveyard.
5. Thereafter, DUSIB submitted a proposal for approval of the Government regarding allotment of DUSIB land and also recouping the loss. On the observation of the Chief Secretary as to whether to place the matter before the Council of Ministers as per Transaction of Business of GNCTD Rules 1993, the matter was discussed with the then Pr. Secretary (UD) and it was suggested that it should be placed in the Cabinet before sending the proposal for approval of Hon'ble Lt. Governor, Delhi, being involvement of the

land issues. Accordingly, the draft Cabinet Note was prepared and incorporated the comments of the Departments of Law, Finance and Planning of GNCTD and the views of UD Deptt. Before submitting the file for approval for placing the matter in the Cabinet, the file was sent to DUSIB for providing certain information on the observations of Pr. Secretary (UD), as to whether there are any more cases in DUSIB where it has transferred land without directions from the Government, and will this be a precedent?

6. DUSIB, while providing the above information, had raised certain other issues which were discussed in a meeting held on 12.11.2015 with the officers of Finance Deptt, DUSIB and Delhi Waqf Board in the presence of Hon'ble MLA concerned. DUSIB, in the meeting requested that instead of allotting the land to Waqf Board, it should be allotted to Municipal Corporation, which in turn, can give it to Waqf Board for graveyard, since giving land free of cost to a Charitable agency may attract audit objection in future. As per Section 42(f) of the Delhi Municipal Corporation Act, 1957, the regulation of places for disposal of the dead and the provision and maintenance of places for the said purpose is an obligatory function of Corporation. Hon'ble MLA stated that the matter has already been delayed, and if, the land is allotted to MCD, then it is likely to be delayed further. DUSIB also requested that the GNCTD should compensate for the land at Circle rate (Commercial) of Rs.34.45 crores. It was decided in the said meeting that following points may be brought before the Cabinet for decision along with the proposal: (i) whether the land should be allotted directly to the Delhi Waqf Board instead of allotting it through the Delhi Municipal Corporation (ii) whether DUSIB should be compensated for its land by the Delhi Government instead of DDA and the rate at which compensation should be allowed.

7. The Cabinet Note regarding allotment of 3744 sq.mtr DUSIB land at Shahzada Bagh for Graveyard and recouping of the loss to DUSIB, with the above facts, was placed before the Council of Ministers on 04.05.2018 as tabled Agenda and was deferred. The matter is still pending for Cabinet decision.

8. Since, the said Note could not be placed before the Council of Ministers, the issue of Graveyard at Shahzada Bagh, Inderlok, Delhi, was discussed in a meeting held under Hon'ble Minister (UD) on 11.08.2016 in which Hon'ble MLA, Sadar was also present. In the said meeting the CEO (DUSIB) informed that DUSIB is willing to hand over the said land, but it requires recouping the price of the said land. He also referred to the meeting held in the office of Hon'ble Chief Minister, Delhi, wherein Delhi Wakf Board was advised to provide equivalent area of land of the Wakf Board available in other places of Delhi. The Chairman, Wakf Board stated that they have several land pockets in all over Delhi which can be given to DUSIB for

replacement of the DUSIB land at Shazada Bagh. The CEO (DUSIB) stated that DUSIB is ready to take equivalent area of the land from Delhi Wakf Board, but, it should not be the graveyard land since it will have long process for getting the land use changed from DDA. After detailed discussion Hon'ble Minister (UD) had instructed Delhi Wakf Board to identify and provide a list of Wakf Board land measuring 2000 to 4000 sqm, the land use of which are other than graveyard and preferably residential/commercial/ industrial. Delhi Wakf Board could not offer any land in lieu of Graveyard land and matter is still pending.

9. **Proposal:** In view of the above, the matter is placed before Board for information about pending Cabinet proposal so that the land cost is recouped to DUSIB to hand over the land to Delhi Wakf Board for Graveyard.

## Table Agenda No. 2

Accord of approval for the award of work of two nos. of tenders for following works under the scheme Pay and use JSC

- 1) "Operation, Management and Maintenance of Jan Suvidha Complexes at locations as per list under jurisdiction of divisions C-1, C-2, C-3 & C-4 under Circle-1/2, Delhi Urban Shelter Improvement Board, GNCTD, (Group-1).
- 2) "Operation, Management and Maintenance of Jan Suvidha Complexes at locations as per list under jurisdiction of divisions C-7, C-8 & C-9 under Circle-3, Delhi Urban Shelter Improvement Board, GNCTD, (Group-3)."

DUSIB is entrusted the work of operation and management of Jan Suvidha complexes (Toilet Complexes) in JJ Basties and slum areas. Presently there are about 640 Nos. of toilet complexes in its jurisdiction. DUSIB in its 20<sup>th</sup> Board meeting held on 27.10.2017 had taken a decision to wave off the user charges from all the users w.e.f. 01.01.2018 for using Community Toilet Complexes being maintained by DUSIB. Further, it had been decided in the meeting of Hon'ble Minister (UD) GNCTD to call tenders for the work of Operation & Maintenance of JSCs in big groups so as to rope in specialized agencies who are involved in housekeeping for better cleanliness and maintenance. The minutes of meeting was circulated vide PS to CE(Coord.)/2017-18/D-71 dated 04.12.2017. Accordingly all the existing JSCs were divided into four groups namely: Group-1, Group-2, Group-3 & Group-4. The instant Agenda is for two nos. of works of Group 1 & group 3. Detail of both are as under

- 1) Detail of tender for the work of "Operation, Management and Maintenance of Jan Suvidha Complexes at locations as per list under jurisdiction of divisions C-1, C-2, C-3 & C-4 under Circle-1/2, Delhi Urban Shelter Improvement Board, GNCTD, (Group-1)."

The scope of work includes operation, management and maintenance of 157 nos of toilet complexes comprising of 5128 nos. of WC seats in jurisdiction of civil divisions C-1, C-2, C-3 and C-4 for one year.

Reference to A/A & E/S :- AA/ ES amounting to Rs.25.64 crores was approved by the Hon'ble CM and Chairman of DUSIB board on dated 29.01.2018 and subsequently was ratified in 22<sup>nd</sup> board meeting held on dated 13.07.18 vide agenda item no.22/4

Reference to Technical Sanction:-The Modified Technical Sanction for the work amounting to Rs.16,33,95,930/- was accorded by SE-1 on dated 14.05.2018.

**Reference of approval of DNIT:-** Modified Draft NIT for Rs. 16,17,78,144/- stands approved by CE-1 on dated 14.05.2018. During 2<sup>nd</sup> call of tenders two corrigendum were issued by EE C-3 which were made part of NIT in the third call with approval of CE-2 on dated 22.06.18

**Details of 1<sup>st</sup> call of tender :-** Only two numbers of bidders participated during 1<sup>st</sup> call of tenders for above mentioned work, out of which only one bidder was found eligible. The tender was recommended for recall by Engineering as well as Finance Section due to poor response & the same was allowed for recall without opening of financial bids by the CEO (DUSIB) on dated 24.04.2018

**Details of 2<sup>nd</sup> call of tenders:-** In 2<sup>nd</sup> call, tenders were invited by EE /C-3 vide NIT No.03/EE,C-3/DUSIB/2018-19, dated 14.05.2018. During 2<sup>nd</sup> call three bidders found participated in the tender and financial bid of all three bidders were opened as they were found eligible. But during the meeting of CWAB on 21.06.2018, it was deliberated that two nos. of corrigendum issued regarding tender were not published in news paper and proper publicity was not given about the change in condition. Beside it was also observed that corrigendum no. 2 which was issued on 30-05-18 on the direction of Hon'ble High Court of Delhi did not provide adequate time for the bidders as the bids were closed on 01-06-2018. Further it was also observed that one of the Dwarf member namely Orion Security Solutions Pvt. Ltd. (consortium agency M/s Sainath Sales and Services Pvt. Ltd) in one of the four tenders called simultaneously was found to be debarred by Air India, NR. In view of afore said reasons the tender was cancelled and recalled in 2<sup>nd</sup> call also.

The lowest quoted rate by the L-1 bidder in this call was Rs.2041/- per WC/per month with tendered amount of Rs.125594976/- .

**Details of 3<sup>rd</sup> call of tenders:-** In 3<sup>rd</sup> call tenders were invited by EE C-7 vide NIT.No-40/EEC-7/DUSIB/2018-19, Tender ID.153577\_1 on 25-06-18. During 3<sup>rd</sup> call Only 2 bidders found participated in the tender. One of the bidder (in consortium) who was technically qualified subject to submission of EPF & ESI documents of second member of consortium became L1 but submitted the EPF & ESI documents of its second member issued after the date of close of bid and accordingly rejected by the CWAB during deliberation in its meeting and tender was recalled. The rate quoted by lowest bidder in 3<sup>rd</sup> call was Rs. 2150.00 per WC seat per month with tender amount of Rs. 13,23,02,400.00

**Details of 4th call of tenders :-** Tenders are now again invited 4th time by Nodal EE,C-7 on Delhi govt. website-<https://govtprocurement.delhi.gov.in> vide NIT No.60/EEC-7/DUSIB/2018-19 uploaded with Tender ID No.2018\_DUSIB\_156818 \_1 dated 14.08.2018 in two bid system. The common advertisement

for 2 NITs pertaining to the works of JSCs O & M in Group-1 and Group-3 was published in following 3 leading Newspapers of English/Hindi/Urdu language

1. Hindustan Times (English) dated 14.08.2018.
2. Nav Bharat Times (Hindi) dated 14.08.2018.
3. Milap (Urdu) dated 14.08.2018.

The Technical Bid (i.e. Eligibility Bid) were opened on due date i.e. 29.08.2018 in which the following four agencies found participated

- i) M/S Krystal Integrated Services Private Limited.
- ii) M/S Khagaul Loco Labors Cooperative Society Limited consortium with M/S AD-Time's Publicity, Delhi.
- iii) M/S AAKANKSHA Enterprises
- iv) M/s. OYNX Management Services Pvt. Ltd. consortium with m/s. Aroon Aviation Services Pvt. Ltd.

Technical bid evaluation committee in its meeting on 10.09.2018 decided that three out of four agencies namely **1. M/S Krystal Integrated Services Private Limited, 2. M/s Khagaul Loco Labours Co-operative Society Ltd. consortium with M/s Ad-Time's Publicity 3. M/s Aakansha Enterprises** were eligible for opening of financial bid where as **M/s OYNX Management Services Pvt. Ltd. consortium with M/s. Aroon Aviation Services Pvt. Ltd.** was found **ineligible** on the ground that the bidder did not deposit the requisite EMD

Accordingly financial bids of three eligible bidders were opened on 13.09.2018. M/s Aakansha Enterprises found to be the lowest bidder (L-1 bidder) in this case with its quoted rate of Rs. 1717.00 per WC seat per month  
The comparative statement of bidders is tabulated as under:

S. No.	Bidder Name	Quoted Rate for per WC seat per month in Rupees.	Quoted amount in Rupees	Remarks
1	M/s Aakansha Enterprises No. of WC's are 5128 nos for 12 months = <b>61536 nos of WC's</b>	1717.00	10,56,57,312.00	L1
2	M/s Khagaul Loco Labours Co-operative Society Ltd. (consortium) No. of WC's are 5128 nos for 12 months = <b>61536 nos of WC's</b>	1997.00	12,28,87,392.00	L2

3	M/S Krystal Integrated Services Private Limited. No. of WC's are 5128 nos for 12 months = 61536 nos of WC's	2828.66	17,40,64,421.76	L3
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Earnest money amounting to Rs. 2617800/- along with tender cost of L-1 bidder has been credited in account of EE C-7 vide G-8 no. 38674 dated 30-08-18.

**Justification of Rates :** Justification of rates are worked out on the basis of analysis of approved item as Rs. 2703.00 per WC seat per month and duly checked in planning section.

**Recommendations:-** The quoted rate of Rs. 1717.00 per WC seat per month with tendered amount of Rs. 10,56,57,312.00 for time period of 12 months by M/s Aakash Enterprises, the lowest agency is less than the justified Rate of Rs. 2703.00 and justified amount of Rs.16,63,31,808/- respectively. Hence EE-C-7/ Planning section /SE-3/CE-2 has recommended the tender to be accepted in favour of the lowest bidder i.e. M/s Aakash Enterprises. The Member Finance has also concurred the tender financially in favour of L-1 bidder.

- (2). **Detail of tender for the work of "Operation, Management and Maintenance of Jan Suvidha Complexes at locations as per list under jurisdiction of divisions C-7, C-8 & C-9 under Circle-3, Delhi Urban Shelter Improvement Board, GNCTD, (Group-3)".**

The scope of work includes operation, management and maintenance of 140 nos of toilet complexes comprising of 4189 nos. of WC seats in jurisdiction of civil divisions C-7, C-8, and C-9 for one year.

**Reference to A/A & E/S:-** AA & ES amounting to Rs.19.69 crores was approved by the Hon'ble CM and Chairman DUSIB on dated 29.01.2018 and subsequently ratified in 22<sup>nd</sup> board meeting held on dated 13.07.18 vide agenda item no.22/4

**Reference to Technical Sanction:-**The Modified Technical Sanction for the work amounting to Rs.13,34,76,100/- was accorded by SE-3 on dated 14.05.2018.

**Reference of approval of DNIT:-** Modified Draft NIT for Rs. 13,21,54,572/- stands approved by CE-2 on dated 14.05.2018. During 2<sup>nd</sup> call of tenders two corrigendum were issued by EE C-3 which were made part of NIT in the third call with approval of CE-2 on dated 22.06.18

**Details of 1<sup>st</sup> call of tender:-** Only two numbers of bidders participated during 1<sup>st</sup> call of tenders for above mentioned work. None of the two bidder was found eligible. The tender was recommended for recall by Engineering as well as Finance Section due to poor response & the same was allowed for recall without opening of financial bids by the CEO (DUSIB) on dated 24.04.2018

**Details of 2<sup>nd</sup> call of tenders:-** In the 2<sup>nd</sup> call, tenders were invited by EE /C-3 vide NIT No.5/EE C-3/DUSIB/2018, dated 14.05.2018 with Tender ID No.2018\_DUSUB\_150897\_1. During 2<sup>nd</sup> call only two tenders were received and both of them found eligible and accordingly financial bid of both the tenderer were opened. But during deliberation in CWAB meeting it was observed that two nos. corrigendum issued regarding tenders were not published in news papers and proper publicity was not given about the changes in condition. Besides it was also observed that the corrigendum no.2 which was issued on 30.05.18 on the direction of Hon'ble High Court Delhi and hence there was no adequate time for the bidder as the bids were closed on 1.06.18 as per earlier corrigendum. Further it was also observed that one of the Dwarf member namely Orion Security Solutions Pvt. Ltd. (consortium agency M/s Sainath Sales and Services Pvt. Ltd) in one of the four tenders called simultaneously was found to be debarred by Air India, NR. In view of afore said reasons the tender was cancelled and recalled in 2<sup>nd</sup> call also.

The lowest quoted rate by the L-1 bidder in this call found to be Rs.2609/- per WC/ per month with tendered amount of Rs.131149212/-

**Details of 3<sup>rd</sup> call of tenders :-**In 3<sup>rd</sup> call tender was invited by EE C-7 vide NIT.No -42/EEC-7/DUSIB/2018-19, Tender ID. 2018\_DUSIB\_153639\_1 on 25-06-18 During 3<sup>rd</sup> call Only 2 bidders found participated in the tender. One of the bidder (in consortium) who was technically qualified subject to submission of EPF &ESI documents of dwarf member of consortium became L1 but submitted the EPF & ESI documents of its dwarf member issued after the date of close of bid and accordingly rejected by the CWAB and tender was recalled.

The rate quoted by lowest bidder in 3<sup>rd</sup> call was Rs. 2024.00 per WC seat per month with tender amount of Rs. 10,17,42,432.00.

**Details of 4th call of tenders:-**Tenders were invited 4th time by Nodal EE,C-7 on Delhi govt. website-<https://govtprocurement.delhi.gov.in> vide NIT No.61/EEC-7/DUSIB/2018-19 uploaded with Tender ID No.2018\_DUSIB\_156820\_1 dated 14.08.2018 in two bid system.,Some amendments in respect of award of works in 2 groups instead of 4 groups, forfeiture of earnest money, criteria for financial eligibility and validity of rates were incorporated after approval from the competent authority .The common advertisement for 2 NITs pertaining to the works of JSCs O & M in Group-1 and Group-3 was published in following 3 leading Newspapers of English/Hindi/Urdu language.



- 1) Hindustan Times (English) dated 14.08.2018
- 2) Nav Bharat Times (Hindi) dated 14.08.2018
- 3) Milap (Urdu) dated 14.08.2018

**The Technical Bid (i.e. Eligibility Bid)** were opened on due date i.e. 29.08.2018 and the following three agencies found participated in the tender.

- i) M/S Sainath Sales and Services Private Limited
- ii) M/S Khagaul Loco Labors Cooperative Society Limited consortium with M/s AD-Time's Publicity, Delhi.
- iii) M/S Krystal Integrated Services Private Limited.

Technical bid evaluation committee, after due deliberation in its meeting on 10.09.2018 decided that all the three agencies, namely 1. M/S Sainath Sales and Services Private Limited 2. M/s Khagaul Loco Labours Co-operative Society Ltd. consortium with M/s Ad-Time's Publicity and 3. M/S Krystal Integrated Services Private Limited, were eligible.

Accordingly financial bids of three eligible bidders were opened on 13.09.2018. **M/S Sainath Sales and Services Private Limited** found to be the lowest bidder (L-1 bidder) in this case with its quoted rate of **Rs. 1990.00** per WC seat per month

The comparative statement of bidders is tabulated as under:

S. No.	Bidder Name	Quoted Rate for per WC seat per month in Rupees.	Quoted amount in Rupees	Remarks
1	M/S Sainath Sales and Services Private Ltd. No. of WC's are 4189 nos. for 12 months = <b>50268 nos. of WC's</b>	1990.00	10,00,33,320.00	L1
2	M/s Khagaul Loco Labours Co-operative Society Ltd. (consortium) No. of WC's are 4189 nos. for 12 months = <b>50268 nos. of WC's</b>	1991.00	10,00,83,588.00	L2
3	M/S Krystal Integrated Services Private Limited. No. of WC's are 4189 nos. for 12 months = <b>50268 nos. of WC's</b>	2749.00	13,81,86,732.00	L3

Earnest money amounting to Rs. 2321550/- along with tender cost of L-1 bidder has been credited into account of EE-C-7 vide G-8 no. 38677 dated 30-08-18.

**Justification of Rates :** Justification of rates are worked out on the basis of analysis of approved item as Rs. 2703.00 per WC seat per month and duly checked by the planning section.

**Recommendations:-** The quoted rate of Rs. 1990.00 per WC seat per month with tender amount of Rs.10,00,33,320.00 for time period of 12 months by M/S Sainath Sales and Services Private Limited, the lowest bidder, is less than the justified rate of Rs. 2703.00 per WC per Month and justified amount of **Rs.13,58,74,404/- respectively.** Hence EE,C-7/ Planning section /SE-3/CE-2 has recommended the tender to be accepted in favour of M/S Sainath Sales and Services Private Ltd., the lowest bidder. The Member Finance has also concurred the tender financially to be accepted in favour of lowest bidder.

Both the tender cases were also deliberated in the meeting of Central Works Advisory Board of DUSIB held on 26.09.2018. All the members of CWAB have recommended that both the tender cases be forwarded to DUSIB board for its acceptance and approval in favour of respective lowest bidders

Accordingly the tender cases are placed before the Board for deliberation to accord approval to accept both the tenders in favour of lowest bidder in the respective tenders at their quoted rates.

### Table Agenda No. 3

**Accord of approval for the award of work of two nos. of tenders for following works under the scheme Pay and use JSC**

- 1) **"Operation, Management and Maintenance of Jan Suvidha Complexes at locations as per list under jurisdictions C-5, & C-6 under Circle-2, Delhi Urban Shelter Improvement Board. GNCTD. (Group-2)"**
- 2) **"Operation, Management and Maintenance of Jan Suvidha Complexes at locations as per list under jurisdictions C-10, C-11 & C-12 under Circle-4, Delhi Urban Shelter Improvement Board GNCTD. (Group-4)"**

DUSIB is entrusted the work of operation and management of Jan Suvidha complexes (Toilet Complexes) in JJ Basties and slum areas. Presently there are about 640 of toilet complexes in its jurisdiction. DUSIB in its 20<sup>th</sup> Board meeting held on 27.10.2017 had taken a decision to wave off the user charges from all the users w.e.f. 01.01.2018 for using Community Toilet Complexes being maintained by DUSIB. Further, it was also decided in the meeting of Hon'ble Minister (UD GNCTD) to call tenders for the work of Operation & Maintenance of JSCs in big groups so as to rope in specialized agencies who are involved in housekeeping for better cleanliness and maintenance. The minutes of meeting was circulated vide PS to CE(Coord.)/2017-18/D-71 dated 04.12.2017. Accordingly all the JSCs were divided into four groups namely: Group-1, Group-2, Group-3 & Group-4. The instant Agenda is for two nos. of works of Group2 & Group 4. Detail of both are as under

- 1) **Detail of tender for the work of "Operation, Management and Maintenance of Jan Suvidha Complexes at locations as per list under jurisdictions C-5, & C-6 under Circle-2, Delhi Urban Shelter Improvement Board. GNCTD. (Group-2)"**

The instant cases is related to Operation, Management and Maintenance of 136 number Jan Suvidha Complexes involving 4970 WC seats in Group-2. The tender for Operation & Maintenance in Group-2 were called for the period of one year.

The present proposal is for acceptance of rates of the First lowest tenderer M/s ACME Excellent Management Pvt. Ltd.( in Consortium with M/s RD Enterprises) @ Rs.2095.00 per WC per month leading to the contractual amount of Rs.12,04,20,600/-.

The salient feature of the case are as under:

**A/A & E/S** of the above mentioned work amounting to Rs. 21.84 crore was accorded by the Chairman DUSIB & Hon'ble C.M. Delhi on 29.01.2018 and got ratified in 22<sup>nd</sup> board meeting vide Agenda no. 22/4.

**The Technical Sanction** of the work was modified due to change in rate of item for O & M. The change in the rate is due to deletion of EPF/ESI/GST from the previous rate as same are to be reimbursed on actual basis claimed by the agencies. The modified Technical Sanction for Rs. 15,26,26,069/- stands approved by SE-2 on dated 14.05.2018.

**Modified Draft NIT** for Rs. 15,11,14,920/- stands approved by CE-1 on dated 14.05.2018. However all the corrigendum issued during second call have been incorporated and change in general terms and condition no.6 (ii) regarding refund of earnest money has also been amended with approval of the NIT approving authority i.e. CE-2 on dated 22.06.2018.

**1<sup>st</sup> Call** : During 1<sup>st</sup> call of tender for above mentioned work there were two bidders out of which only one bidder was found eligible for opening of financial bid. Due to poor response of NIT it was recommended by the Engineering/finance section and same was allowed by the CEO (DUSIB) to recall the tender (Ref. page 15/N of attached file of 1<sup>st</sup> call of Tender) and accordingly tender was recalled.

**2<sup>nd</sup> Call (vide NIT No.4/EEC-3/DUSIB/2018-19, dt. 14.05.2018)** : During 2<sup>nd</sup> call three bidders participated in the tender and financial bid of all three bidders were opened as they were found eligible. But during the meeting of CWAB on 21.06.2018, it was deliberated that two nos. of corrigendum issued regarding tender were not published in newspaper and proper publicity was not given about the change in condition. Besides it was also observed that the corrigendum no.2 which was issued on 30-05-2018 on the direction of Hon'ble High Court of Delhi and hence no adequate time for the bidder as the bid was closed on 01-06-2018. Further it was also observed that one of the second member namely M/s Orion Security Solutions Pvt. Ltd. (consortium agency of M/s Sainath Sales and Services Pvt. Ltd) in one of the four tenders called simultaneously, was found debarred by Air India, NR.. In view of afore said reasons, the tenders were recalled in 2<sup>nd</sup> time also.

**The item rate tenders** for above said work were again invited for the 3<sup>rd</sup> time by Nodal EE,C-7 on Delhi govt. website-<https://govtprocurement.delhi.gov.in> vide NIT No.41/EEC-7/DUSIB/2018-19, uploaded with Tender ID No.2018\_DUSIB\_153635\_1 dated 25.06.2018 in two bid system. The common advertisement for 4 nos. of NITs pertaining to the works of JSCs O & M in Group-1, Group-2, Group-3 and Group-4 was published in following 3 leading Newspapers of English/Hindi/Urdu language

The Technical Bids of the tenders were opened on due date i.e. 10.07.2018 in which the following three agencies have participated in tender of this work:-

- 1) OYNX Management Services Pvt. Ltd.
- 2) ACME Excellent Management Pvt. Ltd.( Consortium)
- 3) Aakanksha Enterprises .

The bids were placed in Technical bid evaluation committee meeting on 12.07.2018 for evaluation. The Technical Committee had decided that all the 3 bids of the agencies namely 1. M/s OYNX Management Services Pvt. Ltd. 2.M/s ACME Excellent Management Pvt. Ltd. in consortium with M/s R.D. Enterprises 3. M/s Aakanksha Enterprises Pvt. Ltd. were eligible for opening of their financial bid

Accordingly financial bids for all the three bidders were opened on 13.07.2018.

The comparative statement of bids is tabulated as under :

S. No.	Bidder Name	Quoted Rate for per WC seat month in Rupees.	Quoted amount in Rupees	Remarks
1	ACME Excellent Management Pvt. Ltd.( Consortium)	2095.00	12,04,20,600.00	L1
2	M/s Aakanksha Enterprises	2270.00	13,04,79,600.00	L2
3	OYNX Management Services Pvt. Ltd.	2639.00	15,16,89,720.00	L3

**Justification of Rates:** Justification of rates are worked on the basis of analysis of approved item as Rs. 2703.00 per WC seat per month by Planning Section.

The quoted rate of M/s ACME Excellent Management Pvt. Ltd., the L-1 bidder, is Rs. 2095.00 per WC seat per month is lower than the justified rate of Rs. 2703.00 per WC seat per month.

In the previous call, the rate quoted by lowest bidder was Rs. 2649.00 per WC seat per month.

The tender case to be accepted in favour of M/s ACME Excellent Management Pvt. Ltd.(Consortium) is recommended by EE-C-7, Planning section, SE-3, CE-2 and also financial concurred by Member (Finance).

2) **Detail of tender for the award of work "Operation, Management and Maintenance of Jan Suvidha Complexes at locations as per list under jurisdictions C-10, C-11 & C-12 under Circle-4, Delhi Urban Shelter Improvement Board GNCTD. (Group-4)"**

The instant case is related to Operation, Management and Maintenance of 122 number Jan Suvidha Complexes involving 3840 WC seats in Group-4. The tender for Operation & Maintenance in Group-4 were called for the period of one year.

The present proposal is for acceptance of rates of the First lowest tenderer M/s Sainath Sales & Services Pvt. Ltd. (in consortium with M/s ACME Excellent Management Pvt. Ltd) @ Rs.2080.00 per WC per month with tendered amount of Rs.9,58,46,400/-.

The salient feature of the case are as under:

**A/A & E/S** of the work amounting to Rs. 17.85 crore was accorded by the Chairman DUSIB & Hon'ble C.M. Delhi on 29.01.2018 and got ratified in 22<sup>nd</sup> board meeting vide Agenda no. 22/4.

**The Technical Sanction** of work was modified due to change in rate of item of O & M. The change in the rate is due to deletion of EPF/ESI/GST from the previous rate as same are to be reimbursed on actual basis claimed by the agencies. The modified Technical Sanction for Rs. 12,23,55,763/- stands approved by SE-4 on dated 14.05.2018.

**Modified Draft NIT** for Rs. 12,11,44,320/- stands approved by CE-2 on dated 14.05.2018. However all the corrigendum issued during second call have been incorporated in 3<sup>rd</sup> call of tender with approval of the NIT approving authority i.e. CE-2 on 22.06.2018.

**1<sup>st</sup> Call** : During 1<sup>st</sup> call of tender for above mentioned work there were three bidders out of which only one bidder was found eligible for opening of financial bid. Due to poor response of NIT it was recommended by the Engineering/finance section and same was allowed by the CEO (DUSIB) to recall the tender and accordingly tenders were recalled.

**2<sup>nd</sup> Call (vide NIT No.4/EEC-3/DUSIB/2018-19, dt. 14.05.2018)** : During 2<sup>nd</sup> call only two bidders participated in the tender and financial bid of both bidders were opened as they were found eligible. But during the meeting of CWAB on 21.06.2018, it was deliberated that two nos. of corrigendum issued regarding tender were not published in newspaper and proper publicity was not given about the change in condition. Besides it was also observed that the corrigendum no.2 which was issued on 30-05-2018 on the direction of Hon'ble High Court of Delhi and hence no adequate time for the bidder as the bid was closed on 01-06-2018. Further it was also observed that one of the second member namely M/s Orion Security Solutions Pvt. Ltd.

(consortium agency of M/s Sainath Sales and Services Pvt. Ltd) in this tender, was found debarred by Air India, NR.. In view of afore said reasons, the tenders were recalled in 2<sup>nd</sup> time also.

Now the item rate tenders for above said work are again invited for 3<sup>rd</sup> time by Nodal EE,C-7 on Delhi govt. website-<https://govtprocurement.delhi.gov.in> vide NIT No.43/EEC-7/DUSIB/2018-19 uploaded with Tender ID No. 2018\_DUSIB\_153642\_1 dated 25.06.2018) in two bid system. The common advertisement for 4 nos. of NITs pertaining to the works of JSCs O & M in Group-1, Group-2, Group-3 and Group-4 was published in following 3 leading Newspapers of English/Hindi/Urdu language, which are as under:

The Technical Bids (i.e. Eligibility Bids) of the agencies were opened on due date i.e. 10.07.2018 in which the following three agencies have participated in this tender :-

- 1) Sainath Sales and Services Private Limited.
- 2) Khagaul Loco Labours Cooperative Society Limited.
- 3) Aroon Aviation Services Pvt.Ltd.

The bids were placed in Technical bid evaluation committee meeting on 12.07.2018 for evaluation. Technical Committee had decided that all the three agencies namely M/s Sainath Sales & Services Pvt. Ltd. in consortium with M/s ACME Excellent Management Pvt. Ltd, M/s Khagaul Loco Labours Co-operative Society Ltd. consortium with M/s Ad-Times Publicity and M/s Aroon Aviation Services Pvt. Ltd were eligible for opening of financial bid.

Accordingly financial bids of all the three bidders were opened on 13.07.2018.

The comparative statement of bids is tabulated as under:

S. No.	Bidder Name	Quoted Rate for per WC seat per month in Rupees.	Quoted amount in Rupees	Remarks
1	M/s Sainath Sales and Services Private Limited	2080.00	9,58,46,400.00	L1
2	M/s Khagaul Loco Labours Co-operative Society Ltd	2250.00	10,36,80,000.00	L2
3	M/s Aroon Aviation Services Pvt. Ltd	2594.00	11,95,31,520.00	L3

**Justification of Rates** :Justification of rates are worked out based on analysis of approved item as Rs. 2703.00 per WC seat per month by Planning Section.

The quoted rate of M/s Sainath Sales and Services Private Limited, the L-1 bidder, is Rs. 2080.00 per WC seat per month is lower than the

justified rate of Rs. 2703.00 per WC seat per month. The quoted rate of lowest bidder in previous call was Rs. 2684/- per WC seat per month. Hence EE-C-7, Planning section, SE-3, CE-2 have recommended for acceptance of tender in favour of M/s Sainath Sales and Services Private Limited.(Consortium). The tender case is also financial concurred by Member (Finance) for acceptance in favour of lowest bidder.

Both the tender cases were also deliberated in the meeting of Central Works Advisory Board of DUSIB held on 01.8.2018. All the members of CWAB have recommended that both the tender cases be forwarded to DUSIB board for its acceptance and approval in favour of respective lowest bidders.

Accordingly, the both the tender cases are placed before the Board for deliberation to accord approval for acceptance of tenders in favour of lowest bidder in the respective tenders at their quoted rates.



**Table Agenda No. 4**

**RESTRUCTURING OF ENGINEERING CADRE OF DUSIB.**

1. Delhi Urban Shelter Improvement Board was constituted on 1<sup>st</sup> July 2010 consequent upon the enactment of Delhi Urban Shelter Improvement Board Act, 2010 by the Govt. of National Capital Territory of Delhi with the primary objective to relocate/rehabilitate and to improve the living conditions of Slum/Jhuggi/Jhopri Dwellers by providing additional facilities and environmental improvement to them.

2. Hon'ble Chief Minister/Chairperson DUSIB Board desired that housing projects for In-situ Rehabilitation of residents of JJ bastis be developed on Public Private Partnership mode (PPP). Accordingly, M/s Jones Lang LaSalle Property Consultants (India) Pvt Ltd, Gurugram has been appointed by DUSIB as its Financial Consultant cum Transaction Advisor (FC cum TA).

M/s Jones Lang LaSalle Property Consultants (FC cum TA) has proposed 6 housing projects under phase 1A. Under this phase 4784 multi-storeyed EWS houses will be constructed on 3 available vacant lands belonging to DUSIB and about 3494 Affordable houses will also be constructed on 3 available vacant lands belonging to DUSIB. Under Phase 1 B multi-storeyed EWS houses will be constructed on two locations and Affordable houses will also be constructed on two locations.

3. As per CPWD manual one SE Planning is required in Each Zone for proper Scrutiny of the cases , whereas only one SE planning has been proposed for Zone I and Zone II together.

In View of above one post of SE(Civil) may be created by the board to look after the work of SE (Planning)/ SE (HFA).

4. For matching savings ,3 posts of JE can be surrendered to minimize the financial burden. No additional posts of support staff will be required and the work will be managed from existing strength.

For restructuring the existing Civil Engineering strength, Restructuring is proposed as per details given below:

#### Existing Structure

Post	Nos	Scale of Pay	Salary per * month i/c DA (Rs)	Total Sal per month (Rs)	Remarks
Chief Engineer	2	LEVEL 14	147084	294168	
Superintending Engineer	6	LEVEL 12	80376	482256	Increase of 1 Post
Executive Engineer	22	LEVEL 11	69054	15119188	
Assistant Engineer	76	LEVEL 10	48552	3689952	
Junior Engineer (Civil)	185	LEVEL 06	36108	6679980	
Total strength	291			12665444	

#### Proposed Structure

Post	Nos	Scale of Pay	Salary per month i/c DA(Rs)	Total Salary per month (Rs)	Remarks
Chief Engineer	2	LEVEL 14	147084	294168	No Change
Superintending Engineer	7	LEVEL 12	80376	562632	Add 1 Post
Executive Engineer	22	LEVEL 11	69054	1519188	No Change
Assistant Engineer	76	LEVEL 10	48552	3689952	No Change
Junior Engineer (Civil)	182	LEVEL 06	36108	6571656	Reduce 3 Posts
Total strength	289			12637596	

- The proposed posts will be filled up from the existing cadre officials and supporting staff will be adjusted with in the sanctioned strength and as such there will not be any extra financial burden on DUSIB.
- The Clause 6 of Delhi Urban Shelter Improvement Board Act 2010 provides that the Board may appoint such officers as it may consider necessary for efficient performance of its functions under the Act.

**Proposal :** It is proposed for approval that one additional post of SE(HFA/Ptg.) may be created in the Civil Engineering cadre of DUSIB.

## Table Agenda No-

### Projects for In-situ Rehabilitation of residents of JJ bastis existing on DUSIB lands:-

1. There are 675 listed JJ bastis & 82 additional/unlisted JJ bastis in Delhi, out of these 99 JJ bastis are on DUSIB lands, 39 JJ bastis are on the lands of other Departments of Delhi Govt, 38 JJ bastis on the lands of 3 DMCs and rest of the JJ bastis are on the lands of the various departments of Govt of India.
2. DUSIB is the nodal agency for in-situ rehabilitation of slum dwellers residing in JJ bastis which exist on the lands of GNCTD & DMCs.
3. As per Delhi Slum & JJ Rehabilitation and Relocation Policy, 2015 –**(Proposed-MukhyaMantri Awas Yojana)** Dwelling units (EWS houses) can be allotted to JJ dwellers if found eligible in terms of Delhi Slum& JJ Rehabilitation and Relocation Policy, 2015.
4. DUSIB has engaged M/s Jones Lang LaSalle Property Consultants (India) Pvt Ltd as its Financial Consultant cum Transaction Advisor (FC cum TA) for development of housing projects for EWS & Affordable categories.
5. Accordingly, after detailed discussions and deliberations with Hon'ble Vice Chairman of the Board along with consultant M/s Jones Lang LaSalle Property Consultants (FC cum TA) who in turn has proposed 2 types of projects. Wherein 7121 EWS houses will be constructed for In-situ Rehabilitation of the residents of JJ bastis living in the adjoining areas and 6672 Affordable houses or 1777 MIGs/HIGs will be constructed for selling to general public to cross subsidize the construction costs. These projects shall be carried out in two phases i.e. 1A & 1 B

- **Phase 1A:-** Under this phase 6 open land parcels which are lying vacant and belonging to DUSIB having land use as residential shall be utilized. 3 lands are proposed for the construction of multi-storied (12 to 15 storied) EWS houses and 3 lands are proposed for the construction of multi-storied (12 to 15 storied) Affordable or MIG/HIG housings. Brief details are as under :

• **EWS houses**

S. No	Location of vacant land	Area of Land	EWS housing proposed	No of JJ bastis to be shifted	JJ bastis proposed to be shifted	No of Jhuggies
1.	Open land near railway crossing in Sangam park	1.14 Acre	414	1 No (DUSIB land)	Om nagar Dhubhi ghat Sangam park	490
2.	Open land near railway crossing in Sangam park	0.49 Acre	180			
3.	Open land at Bhalaswa	11.50 Acre	4190	7 Nos (DUSIB land)	Block –EE, Ring Bund Huts Jahangir Puri Ring Road	296
					CD Block Samaj kalyan Samiti Jhangir puri	636
					Block G, Jahangir Puri Site-1	1779

				H-2 Block Gujrati School-I Jahangir puri	77
				H-4 Block, Gujrati School Jahangir puri.	44
				Infront of E&F Patharwala Bagh Wazir Pur Phase-IV	100
				B-Block, Shamshan Ghat Wazirpur	774
	<b>Total</b>	<b>13.13 Acre</b>	<b>4784</b>		<b>4196</b>

• **Affordable or MIG/HIG houses**

S. No.	Location of vacant land	Area of Land	Affordable housing proposed	MIG/HIG houses proposed
1.	Open Land Dev Nagar	2.31 Acre	829	242
2.	Open land kasturwa Niketan Lajpat Nagar	1.24 Acre	449	129
3.	* Open Land near Thana JJC Mini Subash Camp Dakshin puri	6.18 Acre	2216	646
	<b>Total</b>	<b>9.73 Acre</b>	<b>3494</b>	<b>1017</b>

(\*Out of 6.18 Acre land at Dakshinpuri 1.18 Acre of land is in possession of DUSIB whereas balance land is in the possession of horticulture deptt of DDA. As per layout plan of JJR colony Dakshinpuri, this complete land belongs to DUSIB & matter is being taken up with DDA to handover the same for taking up of EWS/Affordable houses).

- **Phase 1B:-** Under phase 1B, 4 land parcels which will be available after the rehabilitation of jhuggies in the EWS houses constructed under phase 1A & 7400 existing houses at Bhalaswa having land uses as residential shall be utilized. 2 lands are proposed for the construction of multi-storied (12 to 15 storied) EWS houses and 2 lands are proposed for the construction of multi-storied (12 to 15 storied) Affordable housings. Brief details are as under :

• **EWS houses**

S. No	Location of vacant land	Area of Land (Acre)	EWS housing proposed	No of JJ bastis to be shifted	JJ bastis proposed to be shifted	No of Jhuggis
1.	K-Block opposite 656 MIG Flats Jahangirpuri	3.51	1279	4 ( 2 on DUSIB land & 2 on lands of GNCTD)	A-Block Jahangirpuri	205
					Pather wala bagh E block Wazirpur	283
					K-Block Wazir Pur	536
					Opposite K & L-Block Wazirpur JJ Colony	256
2.	H-2 Block Gujrati school part-II Jahangirpuri	2.90	1058	4 (4 on lands of GNCTD)	Din Dayal Camp near Slum Quarters Road No.77 Punjabi Bagh	438
					Dr.Ambedker Nagar Near Wazirabad Timarpur.	84
					Nand Lal Camp Near	124

					Gopalpur Village (Part-I)	
					Nand Lal Camp Near Gopalpur Village (Part-II)	405
	<b>Total</b>	<b>6.41 Acre</b>	<b>2337</b>	<b>8</b>		<b>2331</b>

• **Affordable or MIG/HIG houses**

S. No.	Location of vacant land	Area of Land	Affordable housing proposed	MIG/HIG houses proposed
1.	Block-G, Jahangipuri	6.25 Acre	2274	544
2.	Om Nagar Dhobhi Ghat Sangam Park R.P.Bagh	2.48 Acre	904	216
	<b>Total</b>	<b>8.73 Acre</b>	<b>3178</b>	<b>760</b>

**Note:** - Actual nos of proposed houses & jhuggies may vary on the actual dates of execution, so if any adjustment required will be done accordingly.

6. As per earlier proposals EWS houses were proposed on the lands at Dev Nagar Karol Bagh & Kasturba Niketan Lajpat nagar, since now consultant has proposed for the construction of Affordable houses on these lands; so shifting plan of 5 JJ bastis which were earlier proposed to be shifted in those EWS houses is proposed to be amended in the following manner:

S. No.	Name of JJ basti	No of Jhuggies	Earlier proposal	Amended proposal
1.	JJ camp near Farishta soap factory old Rohtak road	364	Dev Nagar	In EWS houses to be constructed on vacant land parcel measuring 5500 sqm near Inder lok and on retrieved land of JJ basti in the next phase.
2.	Out side green belt near dispensary Shajadabagh	203		
3.	Jhuggies on Dev nagar Land	125		
4.	Indira Gandhi camp no 2 Jeewan nagar near police post Hari nagar Ashram	455	Kasturba Niketan, Lajpat Nagar	In EWS houses to be constructed on vacant land parcel measuring 5000 sqm opposite I. G. Camp no 1 and on retrieved land of JJ basti in the next phase.
5.	Indira Gandhi camp no 1 Siddarth basti near Hari nagar Ashram	176		
	<b>Total</b>	<b>1323</b>		

7. DUSIB is having some other vacant lands, which require change of land use, so after carrying out land use changes from the DMCs/DDA; plan for the construction of EWS/ Affordable houses will be made on these lands as well as on lands which become vacant after shifting of JJ dwellers under phase 1A & 1B under next phases.
8. After detailed deliberation/ submissions by the consultant regarding the adoption of various construction technologies, the method of using RCC monolithic construction technology with Aluminium formwork was found most suitable for achieving speedy construction work.

9. For the execution of aforesaid projects FC cum TA, M/s JLL has proposed the following revenue models as shown in the table below:-

**Scenario 1:-** DUSIB undertake EWS and Affordable Housing on EPC mode.

- a. With Grant from GNCTD
- b. With Interest free Loan from GNCTD.

**Scenario 2:-** DUSIB undertake EWS and MIG/HIG on EPC mode

- a. With Grant from GNCTD
- b. With Interest free Loan from GNCTD.

**Scenario 3:-** Private Developer undertakes EWS and Affordable Housing on PPP mode.

**Scenario 4:-** Private Developer undertakes EWS and MIG/HIG on PPP mode.  
The brief details of all the scenarios are as under:

<b>Scenario: 1</b>		<b>DUSIB undertake EWS and Affordable Housing on EPC mode</b>	
<b>A.</b>	<b>Grant Model</b>		

Type of Housing	Units	
EWS Housing	7121	No's
Affordable Housing	6672	No's

Govt. Grant (in Cr)	Balance Amount with DUSIB (in Cr)
INR 389 Cr	INR 323 Cr and 8 land parcels measuring 17.24 acres

Note:- Rs.295 Cr for clearing jhuggies from I& FC deptt lands will be adjusted against the grant by GNCTD

<b>B.</b>	<b>Interest Free Loan Model</b>		
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<b>B1.</b>	<b>Interest Free Loan including approval/ development charges for services</b>		
Govt. Grant (in Cr)	Balance Amount with DUSIB (in Cr)		
INR 389 Cr	<del>INR</del> INR + 230 Cr and 8 vacant land parcels measuring 17.24 acres		

<b>B2.</b>	<b>Interest Free Loan excluding approval/ development charges for services</b>		
Govt. Grant (in Cr)	Balance Amount with DUSIB (in Cr)		
INR 389 Cr	INR + 354 Cr and 8 vacant land parcels measuring 17.24 ac		

<b>B3.</b>	<b>Interest Free Loan excluding approval/ development charges for only EWS housing</b>		
Govt. Grant (in Cr)	Balance Amount with DUSIB (in Cr)		
INR 389 Cr	<del>INR</del> INR + 293Cr and 6 vacant land parcels measuring 17.24 acres		

<b>Scenario: 2</b>		<b>DUSIB undertake EWS and MIG/HIG on EPC mode</b>	
<b>A.</b>	<b>Grant Model</b>		

Type of Housing	Units	
EWS Housing	7121	No's
Group Housing	1929	No's
Govt. Grant (in Cr)	Balance Amount with DUSIB (in Cr)	
INR 347 Cr	INR 293 Cr and 8 land parcels admeasuring 17.24 acres	

Note:- Rs.295 Cr for clearing jhuggies from I& FC deptt lands will be adjusted against the grant by GNCTD

**B. Interest Free Loan Model**

**B1. Interest Free Loan including approval/ development charges for services**

Govt. Grant (in Cr)	Balance Amount with DUSIB (in Cr)
INR 347 Cr	<del>INR</del> INR +241 Cr and 8 vacant land parcels admeasuring 17.24 ac

**B2. Interest Free Loan excluding approval/ development charges for services**

Govt. Grant (in Cr)	Balance Amount with DUSIB (in Cr)
INR 347 Cr	<del>INR</del> INR +276 Cr and 8 vacant land parcels admeasuring 17.24 ac

**B3. Interest Free Loan excluding approval/ development charges for only EWS housing**

Govt. Grant (in Cr)	Balance Amount with DUSIB (in Cr)
INR 347 Cr	<del>INR</del> INR +261 Cr and 8 vacant land parcels admeasuring 17.24 ac

**Scenario: 3 Private Developer undertake EWS and Affordable Housing on PPP mode**

**A. Viability Gap Funding Model (V.G.F) for Phase 1A**

Type of Housing	Units	
EWS Housing	4784	No's
Affordable Housing	3494	No's

V.G.F (in Cr)	Balance with DUSIB
INR 537 Cr	8 land parcels admeasuring 17.24 acres

**B. Viability Gap Funding Model (V.G.F) for Phase 1B**

Type of Housing	Units	
EWS Housing	2337	No's
Affordable Housing	3178	No's



<b>V.G.F (in Cr)</b>	<b>Balance with DUSIB</b>
INR 203 Cr	8 land parcels admeasuring 17.24 acres

<b>Scenario: 4</b>	<b>Private Developer undertake EWS and MIG/HIG on PPP mode</b>
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<b>A.</b>	<b>Viability Gap Funding Model (V.G.F) for Phase 1A</b>		
	<b>Type of Housing</b>	<b>Units</b>	
	EWS Housing	4784	No's
	Group Housing	1017	No's
	<b>V.G.F (in Cr)</b>	<b>Balance with DUSIB</b>	
	INR 310 Cr	8 land parcels admeasuring 11.48 acres	

<b>B.</b>	<b>Viability Gap Funding Model (V.G.F) for Phase 1B</b>		
	<b>Type of Housing</b>	<b>Units</b>	
	EWS Housing	2337	No's
	Group Housing	912	No's

<b>V.G.F (in Cr)</b>	<b>Balance with DUSIB</b>
INR 114 Cr	8 land parcels admeasuring 17.24 acres

10. The details of 8 lands measuring 17.24 Acre which will be available after completion of phase 1 A. are as under:-

<b>S. No.</b>	<b>Location</b>	<b>Area (Acre)</b>	<b>Land use</b>	<b>Remarks</b>
1.	Block –EE, Ring Bund Huts Jahangir Puri Ring Road	1.84	Green	
2	CD Block Samaj kalyan Samiti Jhangir puri	4.15	Higher secondary school	
3	H-2 Block Gujrati School-I Jahangir puri	2.84	Green	
4	H-4 Block, Gujrati School Jahangir puri.	0.39	Higher secondary school	
5	Infront of E&F Patharwala Bagh Wazir Pur Phase-IV	1.99	Green	
6	B-Block, Shamshan Ghat Wazirpur	0.26	Green,	
7	A-Block Jhangir Puri	2.06	LSC	
8	Patharwala Bagh E-Block Wazir Pur JJ Colony Phase-I	3.71	Green	
	<b>Total land area</b>	<b>17.24 Acre</b>		

11. In addition to above lands 6 lands measuring about 12.13 acres of other departments of GNCTD will also be vacated, where 1843 Jhuggies exist, in lieu of this DUSIB will take 1843 @ 16 lakh per EWS = Rs. 295 Cr from these departments/GNCTD. The details of lands are as under: . . .

S. No.	Location	Area (Acre)	Land use	Department
1.	Din Dayal Camp near Slum Quarters Road No.77 Punjabi Bagh	1.66	Utility (sewerage)	I & FC Department
2	Opposite K & L-Block Wazirpur JJ Colony	4.19	Residential	
3	K-Block Wazir Pur	1.84	Residential	
4.	Dr.Ambedker Nagar Near Wazirabad Timarpur.	0.36	Yamuna bed/no land use	
5.	Nand Lal Camp Near Gopalpur Village (Part-I)	1.11	District park	
6.	Nand Lal Camp Near Gopalpur Village (Part-II)	2.97	District park	
	<b>Total</b>	<b>12.13 Acre</b>		

12. Upon scrutiny of above scenarios/ models it has been seen that Scenario 1 i.e. DUSIB undertake EWS and Affordable Housing on EPC mode with a Grant of Rs. 389 Cr from GNCTD seems to be more viable.
13. In view of the above submissions, Board is requested to approve the followings:-
- To accord "In-principle approval" for taking the Construction of EWS & Affordable houses on EPC mode with a grant of Rs.389 Cr. from GNCTD Under proposed scenario 1 or any other model as decided by the Board.
  - To allow DUSIB for selling the Affordable houses to general public.
  - To request Delhi Govt. to allocate Rs.389 Cr as grant to DUSIB.
  - To allow DUSIB for adopting RCC monolithic construction technology with Aluminium formwork to achieve speedy construction and timely completion of these projects.