

DELHI URBAN SHELTER IMPROVEMENT BOARD  
GOVT. OF NCT OF DELHI  
(Meeting Cell)  
Ph. 011-23378453


NO: DD (Board)/DUSIB/2019/D-56

Dated: 12.12.2019

Meeting Notice

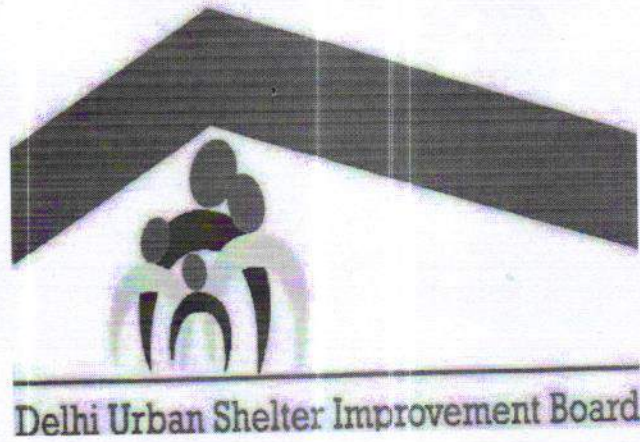
In continuation of Meeting Notice No. DD (Board) DUSIB/2019/D-54 dated 09.12.2019, ***please find enclosed herewith the Agenda of the Meeting for kind perusal and information.***

All the Members are requested to make it convenient to attend the 28<sup>th</sup> Board Meeting of the Delhi Urban Shelter Improvement Board (DUSIB) to be held under the Chairmanship of Hon'ble Chief Minister, Delhi on 13.12.19 at 1.00 PM in the Conference Hall No.2, Level-2, Delhi Secretariat.

  
Dy. Director (Board)

To:

1. Hon'ble Chief Minister, GNCT of Delhi/Chairperson of DUSIB.
2. Hon'ble Minister of Urban Development, GNCT of Delhi/Vice Chairperson of DUSIB.
3. Shri Sahi Ram, MLA, Tughlakabad (AC. No. 52), T-56, Tehkhand Extn., Okhla Phase-I, Delhi-24
4. Shri Akhilesh PatiTripathi, MLA, Model Town (AC. No. 18)
5. Shri Hazari Lal Chauhan, MLA, Patel Nagar (AC No. 24).
6. Shri Rajeev Kumar, Municipal Councilor (Ward-05E) East Delhi.
7. Shri Adesh Kumar Gupta, Municipal Councilor (Ward-98N) North Delhi.
8. Ms. Tulsi Joshi, Municipal Councilor (Ward-65S) South Delhi.
9. Vice Chairman, DDA.
10. Jt. Secretary (L&W), M/o UD, Gol, NirmanBhawan-representative of M/o UD.
11. Pr. Secretary (UD), UD Deptt, GNCT of Delhi.
12. Chairman, NDMC.
13. CEO, Delhi Jal Board.
14. Director (Local Bodies), GNCT of Delhi.
15. CEO, DUSIB.
16. Member (Admn/Finance/Power), DUSIB.
17. Shri Bipin Kumar Rai, Expert (non-official).
18. Shri A.K. Gupta, Expert (non-official).



Agenda Notes for the 28<sup>th</sup> Meeting of  
Delhi Urban Shelter Improvement Board (DUSIB)  
GOVT. OF NCT OF DELHI  
13.12.2019

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

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**AGENDA ITEM NO. 28/01**

**CONFIRMATION OF THE MINUTES OF THE 27<sup>th</sup> MEETING OF THE BOARD HELD ON 23.09.19.**

The minutes of the 27<sup>th</sup> Meeting of the BOARD held on 23.09.19 were approved by the Hon'ble Chairman, Delhi Urban Shelter Improvement Board / Chief Minister, Govt. of NCT of Delhi. The approved minutes was circulated vide letter No. Meeting Cell/DUSIB/DD(Board)2017/D-50 dated 09.10.19 for the kind information of all Members of the BOARD. No observation/comment has been received from any Member.

Hence, Board may confirm the Minutes of the 27<sup>th</sup> Meeting held on 23.09.19.

**AGENDA ITEM NO. 28/02**

**ACTION TAKEN REPORT ON THE MINUTES OF THE 27<sup>th</sup> BOARD MEETING.**

S. NO.	AGENDA ITEMS	ACTION TAKEN REPORT
27/03	Conversion of DUSIB properties from lease hold to free hold. Delegation of powers regarding.	Ms Tulsi Joshi Hon'ble Member inquired about the procedure and provisions for mutation and Free hold process. Director (L&L) has furnished reply to Hon 'ble Member with the approval of Competent Authority.
27/04	Waiver of User Charges for Homeless People for availing facilities in all DUSIB Shelter Homes.	A Circular in this regard has been issued by Dy. Director (NS)-III vide no. F-1/127/DD(NS)/92/D-615 dated 25.10.19 to all concerned SMAs for implementation of said approval for all DUSIB Shelter Homes.
27/05	Allotment of land measuring 3360 sqm to DELHI JAL BOARD for construction of Sewage Pumping Station in Badli Assembly Constituency.	A letter has been sent to SE-DR,PNR,NW, Delhi Jal Board, GNCTD vide letter No. F-14(39)/Misc/204496470/IAL/DUSI B/D-213 dated 11.10.2019 for depositing the demanded amount of Rs. 48782835 in favour of DUSIB but the requisite amount has not been deposited by the DJB.
27/06	Allotment of land measuring 20.25 sqm for boring & installation of tube well near Idgah Road no.70 in E-47 Jhuggi Cluster in New Seemapuri in AC-63 to Delhi Jal Board.	A letter has been sent to Ex. Engineer (NE)-I Delhi Jal Board, GNCTD vide letter No. F-14/126/Misc/204559204/IAL/DUSI B/D-147 dated 9.8.2019 for depositing the amount of Rs. 294004.00 along with consent letter but the requisite amount as well as consent letter has not been furnished by the DJB.

27/07	Construction of Indoor Badminton and Table Tennis Court and Construction of 5 Seater Toilet Block at Wood Land Sports Complex, Tilak Vihar under MLA LAD Scheme.	The estimate for construction of Indoor Badminton and Table Tennis Court and construction of 5 seater Toilet Comlex at Woodland Sports Complex Tilak Vihar under MLA LAD scheme has already been submitted to UD Deptt. Delhi Govt. for release of funds.
27/08	Ratification thereof from the Board in respect of issuance of NOC/User Permission for Opening /Establishment of AAMC in the form of Porta Cabin/Semi Permanent Structure and in Night Shelter/BVKs on the land belongs to DUSIB on temporary basis.	The Board has ratified the 75 sites wherein letter for issue of NOC/user permission has already been issued by the IAL Branch.
27/09	Outstanding recovery of Rs. 126.69 Crores (Including Interest) of Instalments and Ground Rent of Flats allotted on Hire Purchase Basis and Cash Down Payment Basis.	As per approval of the Board the agenda is resubmitted in the Board for decision on the deferred points.
27/10	Approval of DUSIB Budget for the Year 2019-20.	The Board considered and ratified the Agenda.
27/11	Precarious financial position of DUSIB and non availability of sufficient funds for payment of salary to the Employees of DUSIB.	After approval of the Board, proposal has already been submitted to the Govt.
27/12	Extension of tenure of contractual engagement of Media Co-ordinator.	The Board ratified the Agenda.
27/13	Extension of tenure of contractual engagement of Legal Assistants.	The Board ratified the Agenda.
27/14	Extension of tenure of contractual engagement of Sh.R.K. Gupta, Retd. S.E. as Consultant in DUSIB.	The Board ratified the Agenda.
27/15	Extension of tenure of contractual engagement of Engineering Interns (Civil & Electrical).	The Board ratified the Agenda.

27/16	Appeal for Revision under Rule 29 of CCS(CCA)Rules 1965 against the orders of Appellate Authority /CEO, DUSIB vide order bearing no. D-777/DD/Vig./DUSIB/2017 dated 26/09/2017 in respect of Shri Bharat Bhushan, Asstt. Accounts Officer.	As per decision of Board the matter has been examined in the Deptt. and the same is being placed before Board in its 28 <sup>th</sup> Meeting.
2717	Ratification of the decision of the 26 <sup>th</sup> Board's Meeting held on 26.02.2019 vide Agenda Item No. 26/3 regarding Allotment of Alternative Accommodation to the Evictees of the CPWD Kothi No.23, 25, 27 & 29 Barron Road, Minto Road.	The Board ratified the Agenda

## **AGENDA ITEM NO. 28/03**

### **REGARDING CONDUCTING DEMAND SURVEY AND MIS ENTRY OF HOUSEHOLDS IN 675 JJ BASTIES OF DELHI.**

1. Delhi Urban Shelter Improvement Board in its 22<sup>nd</sup> Board Meeting, held on 13.07.2018, vide Resolution No. 22/7, had approved that DUSIB will conduct a demand survey of all JJ Basties in Delhi and issue a survey certificate to JJ dwellers having photograph of the occupants of the surveyed units. Hon'ble Chief Minister in the meeting held on 15.12.2017, it was decided that DUSIB will carried out demand survey of all JJ Basties of Delhi. Principal Commissioner (Housing/PMAY) vide order dated 04.01.2018 has also informed that the issue of conducting demand survey was discussed in the office of Home Secretary, Government of India wherein representatives from Delhi Government, Ministry of Housing and Urban Affairs, DDA and DUSIB were present. In the said meeting it was also decided that survey of JJ Clusters will be conducted /updated by DUSIB in time bound manner.

2. The work of conducting survey was assigned to M/s Society for Promotion of Youth & Masses (SPYM). SPYM started its work w.e.f. 05.09.2018. However, Competent Authority decided to stop the work and process of survey stopped on 11.09.2018. Meanwhile, Government of NCT of Delhi decided to rename the Delhi Slum & JJ Rehabilitation and Relocation Policy, 2015. Council of Ministers, Government of NCT of Delhi vide Cabinet Decision No. 2673 dated 29.01.2019 renamed Delhi Slum & JJ Rehabilitation and Relocation Policy, 2015 as Mukhya Mantri Awas Yojna.

3. After above-said decision of the Cabinet, survey of JJ Basties started w.e.f. 12.06.2019 under Mukhya Mantri Awas Yojna. The process of survey was going on, meanwhile, Commissioner (Housing), DDA vide letter dated 16.08.2019 informed that DDA has taken up survey work at its own level in respect of 32 JJ Basties where the DDA is in process of undertaking In-situ Re-development. DUSIB did not conduct survey of these JJ Basties after receipt of this letter. However, the survey of the JJ Basties situated on DDA Land and on the land of Government of India and its agencies continued.

4. Principal Commissioner (Housing), DDA vide D.O. Letter dated 23.10.2019 informed that in the meeting held on 14.10.2019 under the Chairmanship of Secretary, Ministry of Housing and Urban Affairs, it was decided that the survey of all JJ Clusters existing on DDA and Central Government's Lands shall be undertaken by DDA itself and accordingly requested not to undertake any survey of JJ clusters on DDA's and Central Government's land by DUSIB and that the 50% advance payment of Rs. 5,83,425/- made by DDA to DUSIB on 04.09.2018 for the purpose may be refunded to DDA.

5. Before receiving above-said letter from DDA, DUSIB has carried out demand survey of 99,974 households in 265 JJ Basties situated on the land of DDA and Central Government and its agencies. DUSIB has also checked 10% data of the surveyed units of 56 JJ Basties. However, claims and



objections as per Protocol could not be invited before receipt of the above-said letter from the Principal Commissioner (Housing), DDA.

6. The factual position was apprised to the Hon'ble Minister of Urban Development, GNCTD/ Vice Chairman, DUSIB who has directed to stop the survey as requested by DDA and also to refund the above said amount to DDA.

7. There are total 675 listed JJ Basties, out of which 196 JJ Basties are situated on the land of DUSIB, MCD and Government of NCT and its Agencies. Out of these 196 JJ Basties, demand survey of total 158 JJ Basties having 62517 surveyed units have been completed. The process in remaining JJ Basties of the list of 675 JJ Basties and 24 JJ Basties of additional list of 82 JJ Basties is going on except in the 6 JJ Basties which are also existing in the list of unauthorized colonies.

8. Out of 196 JJ Basties situated on the land of DUSIB, MCD and Government of NCT and its Agencies, DUSIB has pasted the details of survey in 157 JJ Basties and has invited claims and objections, if any, as per Protocol. DUSIB has also checked 10% data of the surveyed units in 101 JJ Basties. SPYM has to ratify the claims of the JJ dwellers and if required, has also to make necessary addition/ alteration in the existing survey data of the individual JJ dwellers.

9. DUSIB has to make the payment to SPYM as per agreement for the surveyed units including 99,974 households of 265 JJ Basties situated on the land of DDA and Central Government and its agencies. However, on the request of DDA, DUSIB has stopped the demand survey of the JJ Basties situated on the land of DDA and Central Government and its agencies.

**Proposal:**

The agenda is placed before the Board for appraisal and information please.

**AGENDA ITEM NO. 28/04**

**PROVISION OF TEA & RUSKS, NEWS PAPERS FOR ALL SHELTER HOMES AND & WATER JARS FOR PAGODA TENT SHELTER HOMES.**

**(1) Provision of Tea & Rusks during winter season:-**

During the last winter season, the provision of tea & rusks was made in the morning time for the homeless persons residing in all types of Shelter Homes through SMAs w.e.f. 04.01.2019 to 15.02.2019 vide letter dated 03.01.2019. Similarly, this year also, the provision of tea & rusks is proposed to be made for the homeless persons residing in all types of Shelter Homes through SMAs w.e.f. 01.01.2020 to 15.02.2020, on the following terms and conditions:-

- (i) One tea and two rusks shall be provided to the occupants of shelters by the concerned SMAs on their own through nearby tea-stall/canteen. DUSIB shall reimburse to each SMA the same cost as was paid last year @ Rs.12/- per person towards the total cost of one tea and two rusks based on daily occupancy in the night shelters.
- (ii) The tea and rusks shall be provided to the homeless persons between 6:30 AM to 7:00 AM every day and the same timing shall be displayed on the Notice Board.
- (iii) The tea and rusks shall be provided to the homeless persons staying in the Shelter Homes only (not for Shelter Management Staff and outsiders).
- (iv) Shelter Management Agencies (SMAs) shall ensure that the quality and quantity of tea and rusks is satisfactory and up to the mark and they shall be responsible for any event due to inferior quality of tea/rusks.
- (v) The SMAs shall make the arrangement in such a way that there is no ruckus at the time of serving tea to the homeless persons and there is no injury or any type of risk.
- (vi) The payment shall be made based on the occupancy report intimated by the IT Department and SMAs based on the records of real time online occupancy of each day at 6:30 AM for purpose of distribution of tea & rusks. If occupancy report is found incorrect on any day, no payment for that day pertaining to that Shelter Home, shall be considered by DUSIB.
- (vii) The SMAs shall submit the bills for reimbursement along with the purchase bills of tea & rusks, occupancy report and a certificate that the amount is claimed only for the actual number of homeless persons availed the facility of shelter on each day.
- (viii) Total expenditure for distribution of one tea & two rusks to average 13000 homeless persons for 46 days (i.e. 01.01.2020 to 15.02.2020) at all Shelter Homes, shall be approximately Rs.72.00 Lakhs. An advance amount for 15 days shall be given to the concerned SMAs on the basis of occupancy of last year during said period.

**(2) Provision of two daily Hindi News Papers for all Shelter Homes:**

The provision of two Hindi News Papers i.e. Danik Jagran and Nav Bharat Times is proposed to be made at all Shelters homes (except Pagoda Tents) through SMAs on regular basis for a period of one year or the validity of contract of NGO/SMA, whichever is earlier. The monthly expenditure bill of entire cluster of Shelter Homes shall be submitted to DUSIB on quarterly basis by the SMAs for reimbursement and DUSIB shall make the payment of the same to SMAs within next month. The payable rates for the said Newspapers per Shelter Home per month shall be uniform for all SMAs as prevailing during the service facility period.

Total Estimated expenditure on account of 2 Nos. daily Hindi News Papers for 193 Shelters per annum, shall be approximately =193 Shelters x Rs. 300 x 12 months = Rs.6.95 lakhs (approximately Rs.7.00 lakhs)

**(3) Provision of two Water Jars for Pagoda Tent Shelter Homes:**

It is also proposed to provide two Water Jars of 20 litres each at every pagoda tent Shelter Home (approx 70 Nos.) during Winter Action Plan (i.e. up to 15.03.2020) during the financial year 2019-20, on daily basis so as to provide neat and clean drinking water to the homeless people through SMAs. An amount of Rs.80/- for two such water Jars of standard quality per pagoda tent of size 6m x 6m (Temporary Shelters), shall be paid/reimbursed every month by DUSIB to concerned SMAs on per day basis.

The total expenditure for this provision for all temporary pagoda tent Shelter Homes during the Winter Action Plan 2019-20, shall be approximately Rs.6.80 Lakhs for 4 months period.

**Proposal:**

The Agenda is placed before the Board for approval of the followings:-

1. Provision of one Tea & two Rusks to the homeless persons at all Shelter Homes w.e.f 01.01.2020 to 15.02.2020 at an estimated cost of approx. Rs.72.00 lakhs.
2. Provision of two daily Hindi News Papers for the homeless persons at all Shelter Homes at an estimated cost of approx. Rs.7.00 lakhs per annum.
3. Provision of two Water Jars of 20 litres each for Pagoda Tent Shelter Homes during winter season-2019-20 at an estimated cost of approx. Rs.6.80 lakhs.

The expenditure on above accounts shall be booked under plan scheme of Night Shelter (Revenue) during current financial year 2019-20.

**AGENDA ITEM NO. 28/05**

**EXTENSION OF EXISTING AGREEMENTS UPTO 31.03.2020 IN RESPECT OF THREE RECOVERY SHELTER HOMES AND ONE GENERAL SHELTER HOME.**

1. DUSIB has been managing Recovery Shelter Homes meant for discharged patients from various hospitals, at three locations namely; Kabir Basti near Sabzi Mandi Police Station (for women), Geeta Ghat Yamuna Bank near Monastery, ISBT Ring Road and at Sarai Kale Khan in parking (Double Storeyed). The details of these Shelter Homes are as under:-

<b>S. No.</b>	<b>Code No.</b>	<b>Location of Shelter Home</b>	<b>Capacity</b>	<b>Present Av. Occupancy</b>	<b>O &amp; M Agency (SMA)</b>	<b>Rate of payment per month (in Rs.)</b>
1	191	Kabir Basti near Subzi Mandi Police Station (for Women)	100	66	Centre For Equity	40,000/-
2	243	Geeta Ghat-I, Yamuna Bank Near Monastery, ISBT, Ring Road.	210	83	Centre For Equity	40,000/-
3	249	Sarai Kale Khan in Parking (Double Storey)	100	39	SPYM	33,500/-

2. These Shelter Homes were required to be transferred to Health Department, Govt. of NCT of Delhi for management purposes in terms of the decision from the Hon'ble Minister of Urban Development, Govt. of NCT of Delhi vide his Order dated 30/11/2018 that "The existing arrangement of maintenance of said 03 Recovery Night Shelters by the DUSIB is to be continued till 31/03/2019. Take action accordingly". In compliance of above decision, the existing agreements of "Shelter Management Agencies (SMAs)" of said Shelters for management purpose, were extended only upto 31.03.2019.

3. Accordingly, a reference dated 25/3/2019 was made to the Secretary, Department of Health & Family Welfare, Govt. of NCT of Delhi for taking over of Recovery Shelters for further management beyond 31/03/2019. In response to their personal meeting regarding taking over of these Recovery Shelters, a detailed clarificatory reference was again made vide letter No. F.06/NS/DUSIB/ 565/2019/D-456 dated 11/07/2019 in this regard.

4. Meanwhile, upon instructions from the Hon'ble Chief Secretary, Govt. of NCT of Delhi during a review meeting held under his Chairmanship on dated 01/02/2019, the issue of management of Shelters of specific need (i.e.

Women Shelters, Children Shelters, Drug Addict Shelters & Recovery Shelters) was deliberated. Further, CEO DUSIB informed that a decision had already been taken by the VC, DUSIB/Hon'ble Minister of Urban Development, GNCT of Delhi in respect of these shelters to be managed by DUSIB only up to 31.03.2019 & to be transferred thereafter to respective departments of Delhi Govt. The Chief Secretary, GNCTD desired that the necessary action for taking over of the specific need shelters after 31.03.2019 be taken by the concerned departments in advance for their smooth management & functioning.

5. However, till date, the action for taking over of said Recovery Shelter Homes is awaited from the Health Deptt., GNCTD and as per information, the matter is still under process. Therefore, under the circumstances, DUSIB is continuing with the management of these Shelter Homes as on date.

6. It is necessary to clarify that the Recovery Shelter at Sarai Kale Khan in parking (Code No. 249) was allotted to the SMA namely SPYM as an additional shelter under Group -C under the existing agreement with DUSIB, as this SMA was selected through tendering system in the year 2014. Whereas the Recovery Shelter Home at Kabir Basti near P.S. Subzi Mandi (Code No. 191) and the Recovery Shelter Home at Geeta Ghat-I, Yamuna Bank Near Monastery, ISBT, Ring Road. (Code No. 243), were allotted to the SMA "Centre for Equity Studies" being an specialised agency, which was selected through empanelment by the Department in the year 2015 after publishing of "Request For Empanelment" etc. at the rates fixed by DUSIB on per shelter per month basis. The requirement of empanelment of agencies was arisen because two security agencies which were shortlisted as Shelter Management Agencies through bidding under Cluster Management System, were reported to be not up to mark with respect to the service facilities.

7. The existing SMAs managing & operating these shelter homes are demanding payment on account of Operation & Management of these Shelters in terms of their existing agreement with DUSIB which were extended only upto 31/03/2019 and, therefore, the requirement of seeking further extension of the existing agreements has become necessary, which is proposed upto 31.03.2020 (i.e. end of coming winter season) so that liability could be discharged. This extension is proposed keeping in mind that Health Deptt., may take further time in taking over of these Shelter Homes. At the same time, while pursuing with the Health Deptt., DUSIB will also endeavour to allot these recovery shelters through tendering system, at the earliest, to the agencies selected thereon without further extension of existing agreements.

8. In addition, the extension is also solicited w.e.f. 01.11.2018 to 31.03.2020 in respect of **General Shelter Home** at Geeta Ghat (**Code No.244**) being maintained by the SMA- "Centre For Equity Studies" @ Rs.40,000/- per month. This Shelter Home was not included in the last tendering system as the same is being used mostly by the attendants of the discharged patients at Geeta Ghat & will be difficult to be managed by any other SMA.

9. It is further added that the payable rates per month for the Shelter Homes under this proposal as indicated in table in Para-1, are competitive as compared to present payable rates for Shelter Homes under new RFP-2018.

10. Because of the reasons stated above, the present proposal, was placed before the Hon'ble Minister UD, GNCTD/VC, DUSIB for accord of In-Principle approval for:

- a) The extension of agreements of above referred Shelter Homes till 31/03/2020 or till the time these shelter homes are allotted to the agencies selected through the tendering system, whichever is earlier, at their existing rates and terms & conditions as are being in force so that the payments of SMAs in respect of these Shelters can be released accordingly.

**Proposal:**

Since, the In-Principle Approval was accorded to the said proposal by the Hon'ble Minister UD, GNCTD/VC, DUSIB on dated 25.10.2019, the same is placed before DUSIB BOARD for its ratification.

**AGENDA ITEM NO. 28/06**

**REGARDING RATIFICATION OF THE DECISION/IN-PRINCIPAL APPROVAL GRANTED BY VICE CHAIRPERSON, DUSIB BOARD TO TAKE UP WORKS REGARDING PROVISION OF FIRE SAFETY MEASURES INCLUDING DOWN-COMER SYSTEM AT SITE NO. A-3 SULTANPURI AND OTHER HOUSING POCKETS BY BOARD.**

1. A reference has been made by Ex. Engineer, C-3 vide letter No. WG.4840/63/EE/C-3/2019/D-248 dated 26/06/2019 to Chief Fire Officer, Delhi Fire Services for seeking clearance certificate from Delhi Fire Services before housing complex at site No. A-3 Sultanpuri is opened for occupancy etc. Upon an inspection of this site, Chief Fire Officer vide letter No. F.6/DFS/MS/BP/2019/3845 dated 26.06.2019 has intimated that, "There is no objection of this department for the said EWS Houses subject to the compliance of fire safety recommendations as detailed in his letter dated 26/06/2019. (copy annexed as Annexure -'A')

2. A detailed proposal/note to provide fire-safety measures in site No. A-3 Sultanpuri was shared with Chief Fire Officer, Delhi Fire Service for his kind consideration and approval in this regard, which shall be followed in other Housing Projects also wherever necessary. The averaged probable cost for making these fire safety measures shall be approx. Rs. 10,000/- per flat.

3. It is necessary to clarify that there was no provision in the Original DPR of the Housing Projects to provide such fire safety measures like fire-extinguishers, Down-comers or met risers etc. because it is required only in high-rise buildings.

4. To review this issue, a meeting was held in the chamber of Hon'ble Chief Minister on 16/07/2019 and accordingly the Chief Fire Officer vide his letter No.F.6/DFS/MS/BP/2019/4478 dated 24/07/2019 (Annexure-'B' alongwith) had conveyed the decision, stating that "this department has no objection for accepting the proposal of DUSIB for allotment of EWS Houses upto G+3, as G+3 buildings having height less than fifteen meters are not covered under Rule 27 of Delhi Fire Service Rules 2010 and 4<sup>th</sup> floor will be allotted after completion of installation of fire fighting system as recommended by this department and issuance of fire safety certificate. The proposal of DUSIB was accepted subject to the following conditions:-

(i) The fourth floor will be allotted only after completion of installation of fire fighting system as recommended by this department and issuance of fire safety certificate. Till that it should not be used for any purpose.

(ii) Way to continuous staircases up to terrace shall not be hindered and kept open for all occupants to access the terrace.

5. Accordingly a proposal was placed before Hon'ble Vice-Chairperson DUSIB BOARD for seeking approval in anticipation to the approval of the Board, allowing DUSIB to carry out fire-safety works and an expenditure so incurred may be allowed to be booked under funds received from land owning Agencies as an interim measure and however a revised DPR's having a component of fire fighting shall be processed by DUSIB for seeking necessary approval. Hon'ble Vice-Chairperson DUSIB BOARD by his Order dated 02/08/2019 has accorded his kind in- principal approval in this regard. The complete paper book of approval notes is attached alongwith as Annexure – 'C'

**Attachments :-**

- (i) Annexure – 'A' letter bearing No.F.6/DFS/MS/BP/2019/3845 dated 26/06/2019.
- (ii) Annexure – 'B' letter bearing No. F.6/DFS/MS/BP/2019/4478 dated 24/07/2019.
- (iii) Annexure –'C' Paper Book of approval notes.

**Proposal:**

The present proposal is accordingly placed before the DUSIB BOARD for;

- (a) Ratification of the in-principal approval accorded by Hon'ble Vice Chairperson DUSIB BOARD allowing DUSIB to carry out fire safety measures works in site No. A-3 Sultanpuri and other Housing Projects as advised by Delhi Fire Service and book such expenditure under funds received from Land Owning Agencies as are interim arrangements as & when revised DPR approval; funds will be recouped.
- (b) To allow DUSIB to allot up to G+3 floors only in such Housing Pockets and 4<sup>th</sup> floor shall be allotted only after completion of installation of fire fighting systems and issuance of fire-safety certificate.
- (c) Any other decision or directions as considered necessary by Board.



17/C

9/C ANNEXURE - A

82/C

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DIRECTORATE OF DELHI FIRE SERVICES, NEW DELHI - 110001**

No. F.6/DFS/MS/EP/2019/ 3845

Dated: 26/08/2019

To:  The Executive Engineer G-3,  
Delhi Urban Shelter Improvement Board,  
Government of NCT of Delhi,  
Circle Office Building, 2<sup>nd</sup> Floor, Raja Garden,  
New Delhi-110027.

Sub: Issue of clearance certificate at 1068 nos. EWS Houses (G+4) fire storaged at Site No. A-3, Sultanpuri, Delhi.

Sr.

Please refer your letter No. WG/4940/53/EE C-3/2019-20/D-248, dated 12/06/2019, on the subject cited above. In this connection it is to inform you that revised building plans have been scrutinized from fire/life safety point of view and observed that DUSIB has constructed G+4, EWS Houses at Site No. A-3, Sultanpuri, Delhi on a total plot area of 27720.57 m<sup>2</sup>. The covered area on ground floor is 7350.04 m<sup>2</sup>. The height of the building is 14.70 meter up-to terrace level.

The approval of building plans shall be valid only for the present layout of the floors; any subdivision of the floors shall only be done by ensuring the proper means of escape, with the prior approval of this department. Open set back area is not checked as it shall be checked by concerned building sanctioning authority.

There is no objection to this department for the use of the said EWS Houses subject to the compliance of the following fire safety recommendations:

1. **Access to building:** The plot abuts on 30 meter wide road and the building accessible through 6.0 meter wide main gate.
2. **Number, width, Type and Arrangement of Exits:** One staircase of 1.0 m width is provided in the building. Staircases shall meet the requirement of NBC Part-4. Clear-out width of staircases and exits shall be maintained at the time of completion.
3. **Protection of exits by means of fire check doors:** Not applicable.
4. **Compartmentation:** The building shall be suitably compartmentalized so that the fire / smoke remain confined to the area where fire incidents have occurred and does not spread to the remaining part of the building.
5. **Smoke Management System:** Smoke venting facilities shall be provided as per NBC Part IV, Fire and Life Safety.
6. **Fire Extinguishers:** The portable fire extinguishers of ISI mark suitable to risk shall be provided and maintained in accordance with IS -2180/1992.
7. **First aid Hose Reel:** A hose reel containing 30 m length of 20 mm bore terminating into a shut-off nozzle of 5 mm outlet connected directly to riser shall be provided. This shall conform to IS: 884/1998.

**G+4 EWS Houses at Site No. A-3, Sultanpuri, Delhi**

✓ (S) for informed  
③ (S) (obj) set

AC (obj) set  
26/8/19

6/11/19

- B/C      H/C      S/C
8. Automatic Fire Detection and Alarming Systems: Not required as per NBC Part-IV.
  9. Manually operated fire alarm system: Not required as per NBC Part-IV.
  10. Public Address System: Not required as per NBC Part-IV.
  11. Automatic Sprinkler System: Not required as per NBC Part-IV.
  12. Internal Hydrant: Not required as per NBC Part-IV.
  13. Pumping Arrangements: One terrace pump of 450 LPM capacity shall be provided. The suitable orifice plate /reducer shall be provided to maintain the requisite pressure of 3.5 Bars at the remotest point. All the pumps shall be automatic in operation.
  14. Captive Water Storage for Firefighting: One overhead water tank made of steel/RCC of 5,000 liters capacity is required to be provided. The replenishment through bore well or from the town main be ensured @ 1000 LPM. This shall conform to the requirements given in National Building Code of India Part IV. Draw off connection/ fire service inlet shall be provided.
  15. Exit Signage: Exit signage shall be provided in the building at appropriate locations. Floor level marking, all exits and exit way marking signs in entire building must be illuminated and wired to independent circuit supplied by alternate source of power supply. Wiring for the illuminated exit signs shall be suitably protected against fire. Illuminated / glowing paint strips shall be provided at each level to guide the direction for escaping towards a safe place. The size and color of the exit signs shall be as per IS 9457: 1980.
  16. Provision of Lifts: No lift is provided in building.
  17. Standby Power Supply: Emergency lighting, exit signs, staircase and corridor lighting circuit, fire pumps and smoke extraction system shall be powered from an additional source of power supply like generator and shall be automatic in action. The emergency lighting system shall be capable of continuous operation for a minimum duration of hour and 30 minutes. The emergency lighting shall be provided to be put on within 5 seconds of the failure of the normal lighting supply.
  18. Refuge Area: Not required as per NBC Part-IV.
  19. Fire Control Room: Not required as per NBC Part-IV.
  20. Special Fire Protection Systems for Protection of Special Risk: The electric sub-station, installation of Transformer, LT & HT panels shall be as per the provisions specified by the Electrical Authority. However, the following points shall be followed:-
    - a. The HT & LT panels shall be separated with the walls of 02 hours fire resistance rating and Manual gas flooding/ linear heat sensing tubes with CO<sub>2</sub> cylinder may be provided. It is necessary to provide separate shield wall extending up to the one meter on sides above the highest point of the transformer.
    - b. The electrical distribution cables/wiring shall be laid in a separate duct. The duct shall be sealed at every floor with noncombustible materials having the same fire resistance as that of the duct. Low and medium voltage wiring running in shaft and in false ceiling shall run in separate conduits.
    - c. Water mains, telephone lines, intercom lines, gas pipes or any other service line shall not be laid in the duct for electrical cables; use of bus ducts/ solid rising mains instead of cables is preferred.

G-4 EWS Houses at Site No. A-3, Sultanpur, Delhi

- 7/c 28/c 38/c
- d. Separate circuit for firefighting pumps, staircases and corridor lighting and blowers for pressurizing system shall be provided directly from the main switch gear panel and these circuits shall be laid in separate conduit pipes, so that fire in one circuit will not affect the others.
  - e. The inspection panel doors and any other opening in the shafts shall be provided with air tight doors having fire resistance of not less than 2hrs. The electric installations shall be as per BIS 1645.

It shall be ensured that provisions of all requisite fire and life safety measures stipulated in National Building Code of India shall be complied in letter and spirit before the occupancy of the building under intimation to this department.

Yours faithfully

  
(A/102410)  
CHIEF FIRE OFFICER  
Ph. 011-23414260

Copy to: Executive Engineer (Bldg), NDMC,  
Civic Centre, Minto Road, New Delhi-110002.

G+4 EWS Houses at Site No. A-3, Sultanpur, Delhi

MTC genc

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DIRECTORATE OF DELHI FIRE SERVICE, NEW DELHI - 110001**

No. F.S/D/S MS/BP/2019/ 44178

Dated. 24/07/2019

To

Sh. Arun Sharma, Chief Engineer (Electrical),  
Delhi Urban Shelter Improvement Board,  
Government of NCT of Delhi,  
Plot 12, Vikas Kufri, I P Estate, New Delhi-110002

Sub: Regarding issue of clearance certificate in r/o EWS Houses (G+4) five storied at site No. A-3 Subanpur and Sec-16B, Dwarka, New Delhi.

Sir

Please refer to letter No. WS/4840/53/EE(C-3)/2019-20/D-410 & D-299/EE/C-1/2019-20, dated 18/07/2019 on the subject cited above. In this connection it is to inform you that as decided in the meeting held in the Chamber of Hon'ble Chief Minister, Govt. of NCT of Delhi on dated 16.07.2019, this department has no objection for accepting the proposal of DUSIB for allotment of EWS Houses upto G+3, as G+3 buildings having height less than fifteen meters are not covered under Rule 27 of Delhi Fire Service Rules 2010 and 4<sup>th</sup> floor will be allotted after completion of installation of fire fighting system as recommended by this department and issuance of fire safety certificate. The present proposal is accepted subject to the following conditions:

1. The fourth floor will be allotted only after completion of installation of fire fighting system as recommended by this department and issuance of fire safety certificate. Till that it should not be used for any purpose.
2. Way to continuous staircases upto terrace shall not be hindered and kept open for all occupants to access the terrace.

Yours faithfully

*(Signature)*  
CHIEF FIRE OFFICER  
PH. 011-23414250

**DELHI URBAN SHELTER IMPROVEMENT BOARD**  
**GOVT. OF NCT OF DELHI**  
**OFFICE OF THE CHIEF ENGINEER (ELECT.)**  
I-12, Vikas Kutiir, JP Estate, New Delhi-110002.

Sub :- Regarding issue of clearance certificate at 1060 EWS Housing (G+4),  
Five Storey at site No. A-3 Sultan Puri, Delhi.

① A reference has been made by Ex. Engineer, C-3 vide letter No.wg.4840/63/EE C-3/2019/D-248 dated 26/06/2019 to Chief Fire Officer, Delhi Fire Services for seeking clearance certificate from Delhi Fire Services before housing complex is opened for occupancy etc. Upon an inspection of this site, Chief Fire Officer vide letter No. F.6/DFS/MS/BP/2019/3845 dated 26.06.2019 has intimated that, "There is no objection of this department for the said EWS Houses subject to the compliance of following safety recommendations as detailed in his letter dated 26/06/2019 whose copy is placed opposite in the file at 7-9/c". Perusal of the letter dated 26/06/2019 issued by Chief Fire Officer shall indicate that out of 20 fire safety recommendations made at Sr. No. 6,7,1,15,17 & 20 relates to the Electrical Department and out of which on five issues DUSIB has to take an action and for Sr. No. 20, the desired observations is to be complied with by the local DISCOM i.e. Tata Power-DDL which, in turn, has been informed to confirm DUSIB as to whether they are compliable with this recommendation at Sr. No. 20 or they intend to take further action to make it compliable.

② The five fire safety recommendations which are to be addressed by Electrical Department of DUSIB viz-a-viz the proposed action to be taken has been tabulated and is as under;

S.No.	Fire Safety Recommendation No. of letter dt. 26/06/2019	Nature of Safety Recommendation	Proposed action by DUSIB.
1.	6	Fire Extinguishers	The portable fire extinguishers (ISI Mark) shall be provided confirming to IS 2190/1992. on the recommended locations with due approval from Delhi Fire Services.

Contd. - 2/1 -

12/c 2/c

2(a)	7	First Aid Hose Reel	<p>At present the Housing Complex is ready for occupation but to follow NBC 2016 Part-IV, the down comer system is mandatory. As this is a cluster of housing, the site has 21 blocks of 6+ storey buildings and installing down comer on each of the building is cumbersome and highly complicated and requires 21 pump houses at the terrace with control panel circuit etc. which is neither technically feasible nor desirable. This shall further require provisioning and round the clock manning of 21 AFM panels with D.G. Sets for each of 21 locations/blocks as well as 3 phase normally supply even whereas there is no space earmarked to provide with all safety measures.</p> <p>This Office suggests that DUSIB should install the wet riser system having pump house adjoining the existing underground water storage tank alongwith one Diesel driven pump of 2850 LPM with head of 60 Mtr., one electric driven pump having 2850 LPM discharge with 60 Mtr. Head and one pressurisation pump of 280 LPM having head of 60 Mtrs. with control panel. The 150mm dia M.S. Pipe from the pump house shall be taken to the terrace of the floor and ring shall be made at the terrace from where all hose reels installed on top floor of the block shall be fed and the necessary safety precaution as per NBC is achieved. The system explained above is feasible and fulfills the requirement of fire fighting system. The maintenance of the said system shall also be easy and controlled from one pump house where operator-cum-technician can be placed. With this arrangement the maintenance of the system and controlling of the fire protection system will be easier and much cheaper shall be fulfilling all the requirements as per local fire bye-laws</p>
2(b)	13.	Pumping Arrangements	
2(c)	17	Standby Supply	

Contd --- 2/14 -

H/C 2014

			<p>and NBC Part-4 also.</p> <p>2. This office has also contacted Chief Fire Officer, Delhi today on 12/07/2019 and explained him the above system, as mentioned above, and share this note with Chief Fire Officer, Delhi Fire Services also for his formal approval before starting preparation of estimates for the work.</p> <p>3. The preliminary estimate based on DSR 2019 (fire fighting) has been framed to initially for one pocket of Housing scheme at Sultanpuri as reference and if in-principle approval for execution of this work is accorded and funds were assured to DUSIB then the similar arrangement shall be extended for other Housing Pockets also.</p> <p>4. To execute the above work, Department may take at least minimum 6 months, therefore, as an ad-hoc arrangement department can request Delhi Fire Service to station one water tender at the site with requisite trained staff so that allotment of flats can be started immediately.</p>
3	16	Exit Signages	Photo-luminescent Exit Signages are proposed to be provided at the desired locations duly approved by Delhi Fire Services
4	20	Special Fire Protection Systems for Protection of Special Risk	The local DISCOM i.e. Tata Power – DDL shall confirm the compliability of this fire protection with due intimation to Delhi Fire Service.

③

It is further necessary to clarify that the life cycle cost analysis for a period of 7 years, as prescribed in CPWD Manual for Electrical Machinery, has also been made viz-a-viz down comer system and is tabulated as under;

Contd... 4/14

10/C  
857

**(A) Life cycle Cost Analysis of wet riser system (life of machinery - 07 years)**

④

S.No		Qty.	Rates as DSR - 2019	Amount (In Rs.)
<b>A(i)</b>	<b>Work Cost</b>			
1	Main electric pump(60 HP)	1	401738	401738
2	Diesel driven pump	1	611622	611622
3	Jockey pump	1	114313	114313
4	Control Panel	1	245730	245730
5	Cable 3.5 X 90	100 mtrs.	650	65000
6	Earthing	2	10000	20000
7	Cable 3 X 70	20	450	9000
8	Cost of pump house(Civil work)	1	800000	800000
9	MS Pipe 150mm dia	100 mm	2064	206400
10	100 mm pipe	660	1499	989340
11	80mm dia pipe	150	1122	168300
12	Sluice 150 mm dia	8	22550	180400
13	Sluice 100 mm dia	16	14428	230848
14	Sluice 80 mm dia	53	10549	559097
15	NRV 150MM dia	8	17577	140616
16	NRV 100 MM dia	6	10836	65016
17	Air release valve	3	2500	7500
18	P Switch	3	1508	4524
19	P Guage	6	1120	6720
20	Fire extinguisher (CO2)	106	6500	689000
21	Fire extinguisher (ABC)	106	3250	344500
22	Signages	15000	21	315000
	<b>Total</b>			<b>6174664</b>
<b>(B)</b>	<b>Labour component for O&amp;M</b>			
	Labour 3 man X 12 month X 7 years X 15000 Rs./Each month			<b>3780000</b>
<b>(C)</b>	<b>Energy charges (60 HP Load)</b>			<b>As per actual</b>



g/c Luke

**(B) Life cycle Cost Analysis of Down Comer system (life of Machinery - 07 years)**

S.No		Qty.	Rates as DSR 2019	Amount ( in Rs.)
A(i)	<b>Work Cost</b>			
1	Terrace Pumps 450 LPM (7.5 HP)	21	85291	1791111
2	Control Panel	21	35000	735000
3	Cable 4 X 16 from meter to pump control panel	25 mtr. X 21 = 525 mtr. @ 140		73500
4	Earthing sets	LS 4000 Per Block X 21		84000
5	Cable 3 X 16 from control panel & pump	10 X 21 = 210	120	25200
6	Costing terrace shelter for pump & control room	21	21000	441000
7	Cost of 21 meters for 3 phase 415 V 50 HZ AC Supply	3000	21	63000
8	Pipe 80 mm dia 20 X 53	1060	1122	1189320
9	SLUICE valve 80 mm dia	106	10549	1118194
10	NRV 80mm dia	53	7539	399567
11	Air release valve	21	2500	52500
12	P Switch	21	1508	31668
13	P Gauge	21	1120	23520
14	Fire extinguisher (CO2)	106	6500	689000
15	Fire extinguisher (ABC)	106	3250	344500
16	Signages	15000	21	315000
	<b>Total</b>			<b>7376080</b>
A(ii)	DG Sets with fuel & cable			<b>3000000</b>
	<b>Total A(i) + A (ii)</b>			<b>10376080</b>
(B)	<b>Labour component for O&amp;M</b>			
	Labour 21 X 3 = 63 man x 12 month X 7 year X 15000 Rs./Each month			<b>79380000</b>
(C)	<b>Energy consumption (7.5 X 21 = 157.5 HP)</b>			<b>As per actual</b>

From above, it is clear that both from cost wise for capital work as well as for O&M, the wet riser system as suggested by this office instead of Down-Comer shall also be cost effective apart from technically sound and feasible also.

Contd ... 4/11 ...

8/c

7 In view of the above, the present proposal is forwarded with the recommendation for seeking kind approval on the following points;

- i) To initiate steps for taking up this work as assessed above with due pre-approval of Delhi Fire Services.
- ii) To allocate funds to DUSIB for the proposed scheme as well as for the remaining housing pockets namely; at Dwarka, Savda Ghevra, Bhalaswa comprising approximately 16000 flats. The likely cost per flat shall be approx. Rs. 10,000/-.
- iii) To seek directions of Hon'ble Minister of (U.D./Health/Power) for Delhi Fire Services to station one water tender with appropriate staff on permanent basis or during the period till this arrangement is operationalized so that there may not be any further delay in allotment of already completed flats at Sultan Puri as all other remaining works are complete.
- iv) It is also further recommended that a meeting may be convened under the Chairmanship of Hon'ble Minister of UD, GNCTD, CEO DUSIB & Chief Fire Officer wherein a call may be taken that Delhi Fire Service may permanently station one or two Water Fire Tender/s on a land earmarked for this purpose only if the present fire safety recommendations as advised by Chief Fire Officer, DFS especially for Housing at Savda Ghevra are dispensed with as no work of this magnanimous nature has ever been carried out by any public utility in Delhi so far in low rise building/flats etc. The stationed Water Fire Tender at Housing Pocket at Savda Ghevra or like Bhalaswa on permanent basis can service neighborhood area also apart from these housing pockets and accordingly, therefore, can be optimally used for large number of residing public.

8 The detail of this note is being shared with Chief Fire Officer, Delhi Fire Service so that they may also evaluate and propose appropriate and reliable mechanism for these low rise housing pockets.

Submitted accordingly please.

7 Shama  
15/07/2019  
ARUN SHARMA  
CE (Incl.) DUSIB

CEO, DUSIB

*h*

*15/7/19*

*16/7/19*

*As per P1, scanned out some of the meeting held on 16-7-19. which found*

Diary No. R-2/32 (17)  
Date 15-07-2019  
Officer in Charge (B)  
G.N.C.T. of D.N.

JK

gok

could from pre-proposal -

will be utilized for increasing expenditure for installing fire systems. It may also clarify why fire systems were not installed in the flats.

Arundh  
17.7.19

Copy

The point-wise clarifications are being made as under -

10

(i) The schedule for shifting of JI dwellers to various Housing projects have been briefed to Hon' e.M., Delhi by CEO, DUSIB however these fire-fighting works are required to be executed for 4+4 Housing projects which were earlier not covered in the composite project agreement. The proposed fire-fighting system needs to be provided due to prescribed norms in NBC-2016 Part IV.

(ii) Finance Deptt. is to propose as to under which Head the proposed expdn. is to be looked like funds received from land owning agency or estate management fund or funds earned while executing the Original work etc. The proposed estimate for amount up to Rs. 98 lacs as at page 10/c is recommended. Submitted accordingly for arranging funds to the extent of Rs. 10,000/- per flat.

17/7/2019  
131  
17/7/2019

✓ BRFD (DUSIB)

7 stamp  
17/07/2019  
ARUN SHARMA  
CE (ENCL), DUSIB

6/C

11 May kindly see the note of Chief Engineer(Elect.) from pg. 1/N to 7/N wherein he has forwarded a proposal in para No.-7 for seeking the approval on points No.7(i) to 7(iv). Copy of this note is also shared with Chief Fire Officer by Chief Engineer(Elect.) so that they may also evaluate and propose the appropriate level of mechanism for low cost housing project.

12 Chief Engineer(Elect.) in his note has referred Chief Fire Officer letter dt. 26.06.2019 (placed at pg.6/C) wherein Chief Fire Officer has stated that the fire department has no objection for the use of EWS Housing flats subject to the compliance of 20 point, fire safety recommendations as mentioned in the letter itself. Chief Engineer(Elect.) has referred only point no.6, 7, 15, 17 & 20 which related to electrical department.

13 Chief Engineer(Elect.) has proposed the estimated amount of Rs. 5 Lakhs as per detail given at page 5/N & 10/C, for meeting out fire safety norms. On the other points, nothing has been stated. As such, before any comments on this issue is made by the Finance, the views of Chief Engineer(I) & C.E-II on the points No.1, 2, 3, 4, 5, 8 to 14, 16, & 18 may also be obtained with detail of expenditure involved in meeting out all fire safety norms as recommended by C.F.O.

Stamp: B. P. O. (JULY 2019) Diary No. 8.7.19

Member(Finance) by Pt discuss 'x' today - urgent

19/7/2019

Ravi Indrak 24/7/19

BFO

16 Discussed. Pt. clarify

Ravi Indrak 25/7/19

CE I.

14. Chief fire officer has given clearance certificate in R/o Sultanpur A 3 & Sec 14B Dwarka with the following conditions: 1. The 6th floor will be allowed after completion of installation of fire fighting system and issuance of fire safety certificate. Two till that it should not be used for any purpose. So the fire fighting system as mentioned by fire dept. as by 7/10/19 are to

Stamp: 14, 29, 8, 25/7/19, CHIEF ENGINEER (ELECT.)

STC gdc

9/15

15

Carried out for when CE(che) has made  
a estimate. Out of this estimate Civil zone has to  
Construct the pump house only for when CE(che)  
has already taken the problem in his estimate

Submitted //

*[Signature]*  
26/7/15  
CE/S

D.Fo

C.S.F.O. ID. No.	11
Chart No.	P. 861
Date	26/7/15

17. The note of the Chief Engineer(Elect.) from Pg.1/N to 7/N may kindly see please, wherein, Chief Engineer(Elect.) has sought the approval on Para No.7(i) to (iv) for the work relating to installation of fire fighting system (life cycle cost analysis of wet riser system) at the estimated cost of Rs.0.98 Cr. as per detail given at Pg.5/N & 10/C for meeting out Fire safety norms in 1060 EWS Housing (G+4) 5 storey at site No A-3, Sultan Puri, Delhi Pg.1/N.

18. Chief Engineer(Elect.) has further stated in his note at Pg.7/N Para 10(ii) that Finance Deptt. may propose the head of account in which expenditure is to be booked i.e. under Land Owning Agency, DUSIB fund or Estate Management Fund or the funds saved while executing original work.

19. Chief Engineer(Elect.) has also shared the copy of his note with Delhi Fire Service for taking appropriate mechanism for low cost housing project. He has also referred the Chief Fire Officer letter dt. 20.06.2019 (placed at pg.6/C) wherein Chief Fire Officer has stated that the fire department has no objection for the use of EWS Housing flats subject to the compliance of 20 point fire safety recommendations as mentioned in the letter itself. Chief Engineer(Elect.) has referred only point no. 6, 7, 15, 17 & 20 which related to electrical department. After taking into consideration all these points, Electrical division has workout estimated cost of Rs.0.98 Cr for installation of Fire safety norms/ equipments. C.E-I in his note at pg.8/N & 9/N has stated that C.E.(E) has covered all the civil work in his estimate of 0.98 Cr.

20. Further, a meeting was held under the Chairmanship of Hon'ble Chief Minister, Delhi on 16.07.2019 on this issue. The Minutes of the meeting are not available on the file, however, Chief Fire Officer vide letter dated 24.07.2019 (Pg.29/C) addressed to Chief Engineer(Elect.) as referred to the decision taken in the meeting held in the Chamber of Hon'ble Chief Minister on 16.07.19. Chief Fire Officer as further stated that Fire Department has no objection for accepting the proposal of DUSIB for allotment of EWS Houses upto G+3 buildings having height less than fifteen meters are not covered under Rule 27 of Delhi Fire Service Rules 2010 and 4<sup>th</sup> floor will be allotted after completion of installation of fire fighting system as recommended by this department and issuance of fire safety certificate. The present proposal is accepted subject to the following conditions -

- i) The fourth floor will be allotted only after completion of installation of fire fighting system as recommended by this department (Fire Deptt.) and issuance of fire safety certificate. Till that it should not be used for any purpose.
- ii) Way to continuous staircases upto terrace shall not be hindered and kept open for all occupants to access the terrace.

21. Regarding incurring expenditure out of Land Owning Agency's fund, DUSIB Estate Management Fund or from the fund saved by executing the original work is concerned, the facts are given below :

- i) As per original approved DPR of Sultanpuri EWS Housing, the original cost for 1160 EWS Housing was Rs.58.44 Cr. This cost was proportionately reduced to Rs.52.82 Cr for 1060 EWS Housing. The cost of installation of fire fighting system was not taken in the original DPR. Against the approved DPR expenditure to the tune of Rs.58.35 Cr. has already been incurred on Sultanpuri EWS Housing Project, as such, there is no savings under this housing project. Finance Wing has already given advice from time to time in number of files for preparing the revised DPR after including all the components required for completing the project and obtain approval of GNCTD.

Cost from Pre-Inspection

-10/N-

The present cost of the fire fighting equipment is also required to be included in the revised DPR. The preparation of revised DPR and obtaining its approval from the Competent Authority must be completed in a time bound manner within a period of 2-3 months.

- ii) The DUSIB Estate Management Fund was created by collecting Rs.30,000/- as maintenance charges from JJ dwellers to whom EWS flats were allotted plus beneficiary's share of Rs.1,12,000/-. The fund is already utilized for maintenance of EWS housing at Sultan Puri, Dwarka etc.
- iii) At present, Land Owning Agency's share to the tune of Rs.188.07 Cr is available with DUSIB. Out of which approx. Rs.6.00 Cr has to be refunded to different departments i.e. Delhi Police Rs.4,08,84,200/-, Dr.N.C. Joshi Memorial Hospital Rs.68,85,760/- + Rs.1,21,57,670/- Competent Authority has already approved the proposal for refunding the amount.

22. As such, expenditure can only be incurred out of LOA fund, however, it is further pointed out that U.D Department vide letter dt. 01.09.2016 has stated that Rs.273 Cr. (now Rs.407.26 upto July 2018) is given as interest free advance (Pg.16/C) to DUSIB which is to be refunded by DUSIB to GNCT of Delhi after recovery from beneficiary and Land Owning Agency's share. UD Deptt. again vide letter dt. 14.10.16 has directed DUSIB that the amount of beneficiary's and Land Owning Agency's share as and when recovered shall be accounted for against total project cost of releases so far and shall be deposited to GNCT of Delhi account. As such, the approval of the GNCT of Delhi is required for incurring any expenditure out of Land Owning Agency's fund.

23. The Board in its 25<sup>th</sup> Board meeting held on 05.12.2018 has approved the proposal for incurring expenditure out of Land Owning Agency's share for making EWS flats at Dwarka habitable for the JJ dwellers in view of the UD Deptt. directions issued vide letter dt. 01.09.2016 & 14.10.2016 respectively.

24. In view of the above facts, it is submitted that the matter relating to incurring expenditure to the tune of Rs.0.98 Cr. out of available Land Owning Agencies funds for installation of fire fighting equipments as directed by Chief Fire Officer vide letter dt. 20.06.2019 be first placed before DUSIB Board for its approval and thereafter a proposal may be sent to Govt. for its approval.

25. Since the Fire Fighting equipments are required to be installed in all the EWS Housing (G+4) 5 storey at Dwarka, Dayda Ghevra and Bhalaswa, Jahangirpuri. The concerned Chief Engineer may immediately prepare revised DPR by including all the components required for meeting the requirement of Delhi Fire Deptt. for making the flats for allotment to JJ dwellers.

26. Proposal given in Para 24 above is placed for consideration and approval please.

Member(Finance)

*BFB*

*Koranda*  
26.7.19  
BFO

*Ravi Dandia*  
29/7/19

27. Before taking any further actions,

etc 181C

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11/11

97 CEO DUSIB may also be appraised with all the facts. Further if agreed, Hon'ble Minister (WD)/CE DUSIB and Hon'ble CMI Chairman, DUSIB may also be appraised and their approval obtained, before placing whole matter before DUSIB Board.

IRB

31/7/19

Kool and S  
29.7.19  
BPO.

Ravi Singh  
31/7/19.

MCS

CEB

Kept ready

R  
31/7  
SHURBIR SINGH, IAS  
CEO, DUSIB

CEB

Stamp: Date 29/7/19

IF  
S36/M/F/19  
29/7/19



12/11

H.C

18/C

Further to the note of Finance, it is clarified that Chief Fire Officer of Delhi Fire Service by its reference dated 24.07.2019 placed opposite at page 29/C has allowed DUSIB for allotment of G+4 EWS houses at site no. A-3, Sultanpuri and Sector -16B Dwarka upto G+3 only and fourth floor will be allotted only after completion of installation of Fire Fighting system as recommended by the department and issuance of fire safety certificate.

It is accordingly proposed that expenditure may be allowed to be booked under funds received from land owing agencies as an interim measure and however a revised DPR's having a component of fire fighting shall be processed by DUSIB for seeking necessary approval. This proposal is accordingly being forwarded for seeking approval of Vice Chairperson DUSIB Board as an anticipation approval before it is ratified by DUSIB Board so that further action can taken regard.

*[Signature]*  
11/8/19  
CHIEF ENGINEER-I

~~CE (DUSIB)~~

~~VC DUSIB (Mr. V. U. D. Min)~~

*[Signature]*  
01/08/19  
SHURBIR SINGH, IAS  
CEO, DUSIB

*[Signature]*  
2-8-19

H. to be similar other other heavy pfd.

*[Signature]*  
05/08/19  
SHURBIR SINGH, IAS  
CEO, DUSIB

~~CE (C-1)~~

~~CE-I / Sub~~  
08/19

05.08.19

~~C.E. (Elect)~~

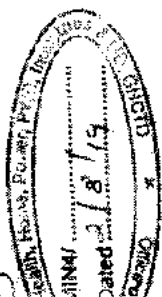
PS  
Please speak for n.a.

75 names  
08/08/2019

See as discussed, the copy to estimate and approval sent to CE (C-1), S & CE-21 for their present approval.

*[Signature]*  
08/08/19

Copy No. 2346  
 Date 01/08/19  
 G.N.C.T. of Delhi  
 Copy No. 322  
 Date 08/08/2019  
 Copy No. 1742  
 Date 02/08/19  
 Copy No. 5-30/19



**AGENDA ITEM NO. 28/07**

**OUTSTANDING RECOVERY OF RS. 126.69 CRORES (INCLUDING INTEREST) OF INSTALMENTS AND GROUND RENT OF FLATS ALLOTTED ON HIRE PURCHASE BASIS AND CASH DOWN PAYMENT BASIS.**

An agenda was placed in the 27<sup>th</sup> Board Meeting as Agenda Item No. 27/09 regarding recovery of Instalments, Ground Rents including Interest of the Flats allotted on Hire Purchase and Case Down payment basis. As per decision of the Board, the agenda item is resubmitted for consideration of the Board.

1. A scheme for providing Low Cost Houses was launched by erstwhile Slum & JJ Wing of DDA now DUSIB in various colonies of Delhi in the year 1985. In the said scheme, about 27693 applicants applied for flats and out of which 5662 flats were allotted to the applicants according to the priority number given to them in 20 colonies. Out of these 5662 flats, 3199 flats were on cash down basis and 2463 flats were on hire purchase basis.

2. 2463 allottees in hire purchase category have not paid their monthly instalments and ground rent on regular basis, which resulted accumulation of instalments, ground rent and interest thereon.

3. Sr. Audit Officer(SS-II) in the Office of Pr. Accountant General (Audit), Delhi has pointed out in the audit report for the year 2017-18 that huge amount is outstanding (including interest and penalty) from the allottees of flats both on hire purchase and on Cash down payment were pending as of December 2018 as per detail given below:-

Purpose for which amount outstanding	No. Of locations	No. Of Defaulters	Installment outstanding (Rs. In Crore)	Penalty/Interest outstanding (Rs. In Crore)	Total outstanding amount (Rs. In Crore)
Flats allotted on hire purchase basis	20	1500	46.04	71.98	118.02
Ground rent of Flats on hire purchase	20	2326	2.49 (Ground Rent outstanding)	2.33	4.82
Ground rent of Flats on Cash Down	19	1866	1.90 (Ground Rent)	1.94	3.84

			outstanding)		
	<b>Total</b>	<b>5692</b>	<b>50.43</b>	<b>76.25</b>	<b>126.68</b>

4. The above table shows that Rs. 126.68 crores is outstanding which is to be recovered from the 5692 defaulters under the categories of flats allotted on hire purchase basis. The audit had called reasons for such huge outstanding amount vide audit memo no 59 dated 25.01.2019. In reply to the audit memo, the housing branch had informed to the audit that notices were sent to the concerned occupants but in most of the cases there are change of hands and actual allottees are not in possession of flats. Initially, the rate of interest for delayed payment i.e. after 01 month was 12%, after two months it was 24% and after 03 months was 48%.

5. In order to boost the recovery of huge outstanding amounts, penalty relief schemes were introduced from time to time by reducing rate of interest as mentioned in preceding para as per detail given below:-

Period		Original Rate of Interest	Reduced rate of interest	Approved in Board meeting
From	To			
01.09.2013	31.03.2014	12%, 24% & 48%	12%	9 <sup>th</sup> Board Meeting held on 16.08.2013 and in 12 <sup>th</sup> Board Meeting held on 15.06.2015
01.04.2014	30.09.2014		12%	
01.10.2014	31.03.2015		12%	
01.04.2015	31.10.2015		12%	
01.11.2015	30.06.2016		7%	13 <sup>th</sup> & 16 <sup>th</sup> Board Meeting held on 22.09.2015 and 11.04.2016 respectively.
01.07.2016	28.02.2017		12%	
01.03.2017	31.08.2017		7%	18 <sup>th</sup> Board Meeting held on 06.02.2017
01.09.2017	Till date		7%	Approved by Hon'ble VC DUSIB/Minister (UD)

But the dues to the tune of Rs. 126.69 crores are still outstanding upto December 2018.

6. However, contrary to the above decisions of the Board, a further request for waiver of 100% penalty received from Sh. Som Dutt, Hon'ble MLA. In this regard, Finance Wing of DUSIB has informed that as per office order No. F-21(Misc.)/9/Int./HAC/2001/2014/2018/252 dated 26.09.2018 collected from DDA as per which simple interest @ 14% P.A is being charged by DDA on delayed payment of cost of flats/shops and plots in respect of both Hire purchase and cash down allotment. Therefore, considering the precarious financial position of DUSIB, and the interest rate @ 12% per annum already decided by the Board which is on lower side as compared to interest being charged by DDA, as mentioned above, it is not appropriate to reduce interest rate any further from 12% per annum. However, while deciding this issue, it may also be kept in view that beneficiaries of other

schemes, allottees of shops and plots may also seek parity in the interest rates.

7. The request of the Hon'ble MLA was placed before Hon'ble U.D. Minister who vide orders dated 03.06.2019 passed orders that we may retain the rate of interest as 7% from 31.08.2017 onwards and action for recovery from defaulters be taken accordingly and decision may be brought for ex-post facto approval in the next Board Meeting. As per directions, the Housing Branch is going to initiate the process of generating demand letters @7%.

8. It is also informed that draw of 1073 waiting registrants under cash down category who furnished their consent along with initial deposit of Rs.50,000/- has been successfully conducted by the department on 25.07.2019. The process of allotment of flats in Savda Ghewra is expected to be started immediately.

9. It is also informed that 70 registrant who have shifted now outside Delhi have also requested for inclusion of their names in the draw as they were eligible for allotment at the time of filing their applications in the year 1985. However, there was no provision in 1985 Registration Scheme for considering such registrants for allotment found residing outside Delhi, therefore facts were placed before the Hon'ble Vice Chairperson, DUSIB/Hon'ble Minister of UD and it was decided that "we may determine the eligibility of applicants as at the time of application. Further, necessary proofs may be obtained from the applicants in this regard". Accordingly, after scrutiny of record of 70 such registrants, 69 registrants were found eligible. Furthermore, 02 registrants who could not submit their income certificate at the time of earlier draw held on 25-07-2019, have now submitted the same. Hence, DUSIB may conduct the draw of 71 (69+2) registrants with due consideration of the Board.

10. It is further added here that registrants of special registration scheme of 1985 was initially informed the cost of the flats tentatively to the tune of Rs.13,00,000/-. However, the disposal cost of flats at Savda Ghewra worked out to the tune of Rs.12,93,809/- for corner flat and Rs.12,81,082/- for other flats. The revised disposal cost has been worked out on the basis of DDA rates and same has been approved by the Hon'ble Vice Chairperson DUSIB/Hon'ble Minister (UD) on 03.09.2019(Annexure-A).

11. The Board in its 27<sup>th</sup> Board Meeting held on 23.09.2019 has already accorded approval on proposals in para 3 & 4, however a decision is yet to be taken on para 1 & 2 of the proposal contained in the agenda.

**Proposal:**

In view of above, following facts are placed before the Board for kind information/approval and further directions:

(i) The rate of interest as 7% from 31.08.2017 onward as approved by Hon'ble VC DUSIB/ Hon'ble Minister (UD), is placed with the request to accord ex-post facto approval of the Board.

(ii) Action by way of issuance of notices and sealing process against the defaulter be initiated for recovering outstanding dues to the tune of Rs. 126.69 crores as pointed by audit upto December 2018.

10/N

35. Complying with the directions of the CEO (DUSIB), copy of authority/ orders/ circulars for computation of the disposal cost of flats at Savda, Ghevra proposed to be allotted to the Registrants of Special Registration Scheme, 1985 have been obtained from DDA as provided by the AO (HAC) vide communication bearing No. F-21(Misc)/HAC/2019-20/Vol-IV/97 dated 7.8.2019 addressed to B&FO (DUSIB responding to this office letter dated 27.7.2019 which are placed on file at 29/C to 32/C for kind perusal.

pick

36. It has been noticed the rates of PDR (Predetermined Rates) for all categories of flats have been revised by DDA vide Circular No. 72 dated 24.7.2017 (placed at 29/C) after computation of disposal cost by this office on 17.7.2019. The rate of PDR in respect of EWS Flats has been revised by DDA from to Rs 15064/- per sqm to Rs.16570/- per Sqm

*Handwritten notes:*  
A. 707/SCA III/19  
22/7/19

37. Considering, the proposal of Deputy Director dated 14.8.2019 at page 8/N the revised disposal cost has been computed on the basis of revised PDR @ Rs.16570/- per Sqm. Computation sheet showing revised disposal cost is placed at page 39/C for kind perusal. Comparison between disposal cost computed earlier on dated 17.7.2019 and now considering the revised PDR are as under:

S.No.	Location of Flat	Disposal Cost computed on 17.7.2019 on the basis of PDR Rs.15064/- per Sqm	Revised Disposal on the basis of PDR @ 16570/ Per Sqm	Difference
1.	Corner Flats	Rs.1260565/-	Rs.1293809	Rs.33244
2.	Other Flats	Rs.1248164/-	Rs.1281082	Rs.32918

38. The revised payment schedule has also been computed in the computation sheet placed at 33/C [After deducting allocation money, rep. deposit & interest accrued on it]

*Handwritten notes:*  
B. 1050  
26/11/19

39. The disposal cost computed earlier on dated 17.7.2019 at page 4/N has already approved by the Hon'ble Urban Development Minister vide orders dated 23.7.2019. In view of the approval of the disposal cost by the Hon'ble Urban Development Minister, the higher authorities may be apprised of the fact of the revision of PDR by DDA and revised disposal cost as computed above for issuing of appropriate orders please.

Dy. Commr *[Signature]*  
B2 for PDS 13

Sr. AO (NAU) *[Signature]*  
13/8/2019

*Handwritten notes:*  
595/19/19  
27/8/19

*Handwritten notes:*  
May kindly see above note.  
Finance has now out revised disposal cost of Corner and other flats @ Rs 1293809/- and Rs 1281082/- respectively on the basis of revised PDR for the year 2019-20 as circulated by DDA vide circular dt 24.7.2019 (PDR).  
The 1985 scheme registrants have deposited Rs 3000/- in 1986 and Rs 5000/- recently with applications. The interest @ 10% on chertak

27/09

- 4/12 -

1. Contd from pre-page:-

deposit works out Rs 7035/- (From Feb 86 to July 2019) as per detail placed at P33/c. If both deposits + interest is deducted from the revised disposal cost, then the net amount due from the scheme registrants

(A) for corner & other flats comes to Rs 12,32,774/- and Rs 12,21,047/- respectively. Revised schedule of payment is also given at P33/c.

2. Earlier the costs of the flats and payment schedule was approved by the Hon'ble Minister UD/VC DUSIB at 6/11. If revised disposal cost of flats is to considered then again approval of Hon'ble Minister (UD) / VC DUSIB is required, if agreed.

Asalawad  
27.8.19  
(H. S. NANRA)  
R.F.O. (UD/VC)

MFF

13. Hon. Min UD had approved the proposal at W/N regarding the cost of Savda flats for 1985 scheme. At that time BDA had not decided/adopted the Predetermined rates (PDR) for year 2019-20, which has been done on 24/7/2019 (24/c).

Accordingly the revised rates have been calculated as per para 37 on 10/11, which may be approved. As suggested by BFO, the benefit of interest on deposit shall whole given and costs will come as at (A) above.

14. May pl. approve to that demand letters are issued to all the allottees. This will be later ratified by the board after

Hon. Min UD/VC DUSIB

Ravi Dabich  
31/9/19  
RAVI DABICH  
Member (Finance)

Agam  
1/10/19

S. K. S.  
3.9.19

S. K. S.  
31/09/19

B. P. O. (UD/VC)  
Diary No. R-1181  
Date 27/9/19

67/6/EO  
DUSIB

R-136  
11-5-19

611916  
R-585-5

**AGENDA ITEM NO. 28/08**

**RATIFICATION THEREOF FROM THE BOARD IN RESPECT OF ISSUANCE OF NOC/USER PERMISSION FOR OPENING /ESTABLISHMENT OF AAMC IN THE FORM OF PORTA CABIN /SEMI PERMANENT STRUCTURE AND IN NIGHT SHELTER/BVKS ON THE LAND BELONGING TO DUSIB ON TEMPORARY BASIS.**

1. Various requests were received from CDMO's and Hon'ble MLAs through Delhi Health Services, GNCTD for issuance of NOC for opening of Mohalla Clinics on DUSIB vacant land, Basti Vikas Kendra's and in community centres in the shape of porta cabin. Subsequently, on the basis of report furnished by Engineering Wing as well as by Town & Planning Section of DUSIB, the following sites were found feasible and accordingly NOC were issued to Health & Family Welfare Department, GNCTD in respect of the following sites as per details given below:-

S.No.	Location	Reference No. of the NOC issued by DUSIB
1.	BVK at Rajesthani Camp Sarita Vihar.	F- 14/Misc./DD(IAL)/DUSIB/2018 /204532639/D-225 dtd.06.11.2019 (Copy is annexed as Annexure-A)
2.	JJC DUSIB Land Bilash Pur Camp, Molarband.	
3.	BVK near Mandir Old Chandrawal.	
4.	BVK at Akhara Shahburi Kucha Mohittar Khan, Mori Gate.	
5.	Aradhik Nagar near Delhi UP Border Shahdara.	
6.	BVK at Banuwal Nagar Parwana Road Pitam Pura.	
7.	BVK at 1st Floor of B-1 Sultanpuri.	
8.	BVK at Basti Rajiv Gandhi Camp Road No.77 Punjabi Bagh	
9.	5/35 near DUSIB toilet industrial area Kirti Nagar (BVK)	
10.	Zakhira Market (Rakhi Market)	
11.	Gali No.11 Community Hall 9499 Multani Dhandra, Pahar Ganj.	
12.	Propety No.7294 Mohalla Shekhan.	
13.	Kusumpur Pahari (BVK)	
14.	Rajokari Village (Community Hall)	
15.	Property No.4536-39/XV, Laddu Ghati Daal Mandi Chowk.	

**Proposal:**

The proposal is placed before the Board for ratification of issuance of NOCs/user permissions on temporary basis issued for 15 feasible sites for allotment of establishing AAMC on the properties/land belonging to DUSIB, in accordance with the decision taken by the Cabinet in its meeting held on 10.11.2015.



**AGENDA ITEM NO. 28/09**

**APPEAL FOR REVISION UNDER RULE 29 OF CCS(CCA) RULES 1965  
AGAINST THE ORDERS OF APPELLATE AUTHORITY/CEO, DUSIB VIDE  
ORDER BEARING NO. D-777/DD/VIG/DUSIB/2017 DATED 26/09/2017 IN  
RESPECT OF SHRI BHARAT BHUSHAN, ASSTT. ACCOUNTS OFFICER.**

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 including Sh. Bharat Bhushan, AAO, 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.

4. 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/officers including Sh. Bharat Bhushan, AAO. Some Officers

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

5. Sh. Bharat Bhushan was reinstated in service pending inquiry/trial in court of law vide order no. D-876/DD/Vig./DUSIB/12 dated 06/12/2012.

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. Sh. Bharat Bhushan , was working AAO, in Delhi Urban Shelter Improvement Board (erstwhile Slum & JJ Department of M.C.D.) during the period December, 2009 to September, 2010. He was posted at HQ as A.A.O. (HQ). The Special Audit report received in the year 2011 reflects irregularities such as non-maintenance of ledgers, non-conducting of audit by the internal audit branch & Municipal Chief Auditor, and also irregularities in financial statements of annual accounts including the embezzlement of government money to the tune of Rs.19.44 crores.

8. Accordingly, a disciplinary proceeding under Rule 14 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965 was initiated against Sh. Bharat Bhushan, AAO. A charge sheet was issued to him vide no. VG/1201/01/DUSIB/2010/D-77 dated 23.01.2013. The article of charges are given below.

#### Article-I

Sh. Bharat Bhushan failed to supervise the remittance of public funds in bank which were received in cash by Shri Purshottam Kumar, Cashier/Asstt. Director (Cash). Sh. Bharat Bhushan failed to supervise the remittance of public funds in bank which were received by Shri Purshottam Kumar, Cashier/Asstt. Director (Cash). Sh. Purshottam Kumar was working Cashier/AD(Cash) in Delhi Urban Shelter Improvement Board (erstwhile Slum & JJ Department of M.C.D.) during the period 1990 to 23.9.2010. Shri 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 26 cash books of squatter scheme for the period from 17/5/2000 to 9/9/2010 there is a difference of Rs. 14,74,13, 861/- which he did not remit/deposit in bank account No. 10310544886 (Old No. 80090) State Bank of India, 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

Sh. Bharat Bhushan, AAO failed to supervise the remittance of public funds in bank which were received in cash by Sh. Purshottam Kumar, Cashier/Asstt. Director(Cash). As per 31 cash books of Slum (Non plan) scheme for the period from 29/1/1997 to 21/9/2010 there is a difference of Rs. 3,20,95,777/- which Shri Purshottam Kumar did not remit/deposit in bank account No. 10310544412 (Old No. 17658) State Bank of India, 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-III

Sh. Bharat Bhushan, AAO failed to supervise the remittance of public funds in bank which were received in cash by Sh. Purshottam Kumar, Cashier/Asstt. Director(Cash). As per 04 cash books of YAP scheme for the period from 19/9/2001 to 31/5/2010 there is a difference of Rs. 609174/- which Shri Purshottam Kumar did not remit/deposit in bank account No. 10310541669 (Old No. 80130) State Bank of India, 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.) 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-IV

Sh. Bharat Bhushan, AAO failed to supervise Sh. Purshottam Kumar, Cashier/Asstt. Director (Cash). He in connivance with Sh. Purshottam Kumar & other officials of DUSIB did not reconcile bank statement in respect of various accounts maintained by DUSIB with State bank of India, I.P. Estate, New Delhi and Central Bank of India, Vikas Kutir, I.P. Estate, New Delhi for many years. The DDOs were required to prepare bank reconciliation statement of drawals and deposits on monthly basis to keep a track of deposits and withdrawals from bank account. But the same was not done by DDO in mutual connivance with cashier Sh. Purshottam Kumar for so many years.

#### Article-V

Sh. Bharat Bhushan, AAO failed to supervise Sh. Purshottam Kumar, Cashier/Asstt. Director(Cash). He in connivance with Sh. Purshottam Kumar & other officials of DUSIB did not make entry in cash books regarding cash deposits in various bank accounts of Slum non plan, Yamuna action plan i.e. account no. 10310544412 & 10301541669 respectively.

#### Article-VI

Sh. Bharat Bhushan, AAO failed to supervise Sh. Purshottam Kumar, Cashier/Asstt. Director(Cash). Sh. Purshottam Kumar did not enter interest given by the bank in cash books at several occasions as reflected in the special audit report.

#### Article-VII

Sh. Bharat Bhushan, AAO failed to supervise Sh. Purshottam Kumar, Cashier/Asstt. Director(Cash). Sh. Purshottam Kumar did not enter some cheque payments in cash books which were shown in bank statement and vice versa, as reflected in the special audit report.

#### Article- VIII

Sh. Bharat Bhushan, AAO failed to supervise Sh. Purshottam Kumar, Cashier/Asstt. Director(Cash). 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.

#### Article-IX

Sh. Bharat Bhushan, A.A.O. was duty bound to cross check and verify the bank remittance slips, while signing the cash book, vide which the cash was collected by Shri Purshottam Kumar, Cashier/AD(Cash), and was deposited in the bank but Sh. Bhushan failed to do so. Sh. Purshottam Kumar prepared and used bank remittance slips which were later on found fake. Sh. Bharat Bhushan, AAO, failed to supervise the cashier.

Sh. Bharat Bhushan, AAO, failed to supervise remittance of cash in bank accounts of DUSIB by Sh. Purshottam Kumar. He did not reconcile the bank statement with cash books. He did not take proper preventive steps to stop the embezzlement and misappropriation of funds by Sh. Purshottam Kumar.

9. The charges were denied by him. Accordingly, Shri. K.R. Kishore, Sr. DANICS (Retd.) was appointed as Inquiry Officer vide no. D/1402/DD/Vig/DUSIB/ 2013 dated 29.10.13 to inquire into the charges. The I.O. submitted his report dated 20/05/2015. Out of the total nine charges, Article no. II, Article- IV & Article- VI are stated to be proved by the Inquiry Officer ; Article I, Art.III, Art. V, VII & VIII are held as 'Not Proved' and Art. IX "partly proved".

10. A copy of the report was served to Shri. Bharat Bhushan, AAO/C.O. to make any representation or comments against the findings of the I.O. vide letter dated 26/06/2015. He submitted his representation on 13/07/2015 after seeking extension.

11. After affording a personal hearing to the charged officer on 11.07.2017, the Disciplinary Authority imposed a penalty of "reduction in the time scale of pay by two stages for two years on Sh. Bharat Bhushan. During the period of such reduction, he will not earn

**increment of pay and on expiry of such period the reduction will not have the effect of postponing the future increments of his pay" vide order no. D-645/DD/Vig./DUSIB/2017 dated 10/08/2017.**

12. Sh. Bharat Bhushan, AAO/C.O. then filed an appeal dated 16/08/2017, against the order of the Disciplinary Authority dated 10/08/2017 before the Appellate Authority/CEO, DUSIB.

13. After granting a personal hearing to Sh. Bharat Bhushan, AAO on 11/07/2017, the Appellate Authority vide office order no. D-777/DD/Vig./DUSIB/2017 dated 26/09/2017 upheld the orders of Disciplinary Authority and disposed off the appeal.

14. Sh. Bharat Bhushan, AAO vide appeal dated 31/10/2017 filed a review appeal before the Chief Executive Officer, DUSIB.

15. Sh. Bharat Bhushan, AAO, vide letter no. D-75/DD/Vig./DUSIB/2018 dated 19/01/2018 was informed that the review appeal filed by him cannot be taken up for consideration again by the same authority and was to be raised before the appropriate authority i.e. the BOARD.

16. Sh. Bharat Bhushan, AAO vide his representation dated 04/02/2019 has submitted before the Hon'ble Chief Minister/Chairperson, DUSIB for revision under Rule 29 of the CCS(CCA) Rules 1965 in view of the direction contained in the letter/communication bearing no. D/75/DD/Vig/DUSIB/2018 dated 19/01/2018 issued by the Dy. Director(Vig), DUSIB against the order no. D-777/DD/Vig/DUSIB/2017 dated 26/09/2017 of the Appellate Authority/CEO, DUSIB upholding thereby the penalty of reduction in the time scale of pay by two stages for two years upon him i.e. Bharat Bhushan, AAO, DUSIB (Revisionist) with further direction that he will not earn increment 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 increments of his pay.

17. The points raised in his representation for consideration are as under:

He has requested to condone delay in appeal due to depression and serious ailment of his wife. He has enclosed copy of documents related to medical treatment of his psychiatric problem and ailment of his wife due to which present revision could not be preferred within the prescribed time.

18. Grounds:

- a. Citing the view of law laid down by Hon'ble Supreme Court of India titled as "Union of India and Others Vs J Ahmed " 1979 AIR 1022, no penalty could have been imposed on him on the grounds that in the judgment the Supreme court has held that if any negligence of duty is not coupled with malafide intention and improper motive then the

same does not fall within the ambit of misconduct and no penalty could be imposed under such circumstances. In his case, he has stated that he was the first person who detected and reported the matter regarding fraud committed by Sh. Purshottam Kumar, cashier vide his note date 21/09/2010. This is undisputed and unchallenged proof of his diligent and proper functioning as the AAO (HQ), DUSIB during the relevant period of time. This aspect has been ignored by the Disciplinary Authority and Appellate Authority.

- b. That the orders passed by the disciplinary Authority and Appellate Authority are not maintainable as the prosecution failed to establish lack of supervision attributable on his part during his short stint from January 2010 to 29/09/2010 with legally sustainable evidence and that his submissions have not been dealt with by passing speaking orders by the Ld. Appellate Authority as well as Disciplinary Authority.
- c. Sh. Bharat Bhushan, AAO, has stated that he has been awarded more severe penalty compared to Sh. Vijay Pal Tyagi, AAO(JJ) HQ and Sh. Ashok Kumar Tyagi, AAO who had longer stint in the Accounts and some officers have been exonerated in identical case of misappropriation of funds. That impugned penalty is arbitrary and discriminatory in nature.
- d. That the Appellate Authority and Disciplinary Authority failed to consider that the prosecution could not adduce any evidence, which suggest that he was assigned the work of preparation of the bank reconciliation statements in respect of various accounts maintained by DUSIB with SBI , IP Estate and Central Bank of India at any stage. It is on record that even before his joining in the department; the bank reconciliation was not done and was within the knowledge of higher authorities.
- e. Evidence favorable to charged officer was not considered by the disciplinary Authority as well as the Appellate Authority.
- f. That the findings of the Inquiry Officer is based on the presumption and surmises as no incriminating evidence was adduced by the prosecution against him. Hence, the impugned orders are liable to be quashed out rightly.
- g. He has cited Hon'ble Supreme Court of India case titled "Sher Bahadur Vs Union of India" wherein the Hon'ble Court has held that 'in

view of the oral, documentary and circumstantial evidence as adduced in the inquiry' is not sufficient and there must be evidence to link the charged officer with the alleged misconduct. In his case all the oral as well as the documentary evidence adduced during the inquiry proceedings point towards the fact that he had not committed any lack of supervision for which the impugned penalty has been imposed upon him. Moreover it was due to his prompt and diligent working, detection and report the fraud committed by Sh. Purshottam Kumar, Cashier came to notice of department.

- h. Neither the Disciplinary Authority nor the Appellate Authority has dealt with any contention raised by him in his representation to the Inquiry report as well as appeal in proper manner and the authorities in very casual manner, without assigning any legally sustainable reason, passed the cryptic penalty order in mechanical manner. During the inquiry proceedings nothing incriminating came against him.
- i. Because the impugned order dated 26/09/2017 of the Ld. Appellate Authority as well as the penalty order dated 10/08/2017 of the Disciplinary Authority are not maintainable in the eye of law due to the reason that the Hon'ble Supreme Court has laid down the proposition of law in case titled " Union of India Vs H. C. Goel, AIR 1964 sc 364 and union of India Vs Sardar Bahadur(1972) 4 SCC 618 that the standard of proof required in a disciplinary case is that of preponderance of probability and not necessarily the proof being reasonable doubt but in these cases the supreme court also cautioned that if there is no evidence to prove a particular fact, then the case will fall under the category of "No evidence" and the employee deserves exoneration and no question of preponderance of probability arises. Preponderance of probability does not mean suspicion or presumptions. In another case" Devendra Bhai Vs R.V. Sheth, 1992, AIR SCW 144, the Hon'ble Supreme Court held that in a quasi judicial proceedings, the allegation/charge must be proved on the basis of evidence adduced during the proceedings. No inference could be drawn on the basis of surmises or conjectures. However, in the present case there was not even a single ground on the basis of which it could be inferred that he was supposed to supervise the activities of Sh. Purshottam Kumar, Cashier who committed the fraud with the department. The prosecution could not produce any such material which might negate his submission that Sh. Purshottam Kumar, cashier was directly reporting to AO (HQ)/DDO in terms of the GFR/CTR and at no stage the power of supervision over the cashier was assigned to him. Hence, by no stretch of imagination the charges framed against him considered to have been proved.

He has prayed:

- i. to call the entire record from the vigilance branch of the DUSIB, GNCTD pertaining to the case.
- ii. To quash the order dated 26/09/2017 whereby my appeal was dismissed by the Ld. CEO, DUSIB.
- iii. To quash the impugned penalty order dated 10/08/2017
- iv. To reject the findings contained in r/o Article II, IV and VI and partly proved portion of the Article IX of the Inquiry report dated 20/05/2015.
- v. To quash the Charge memo dated 23/01/2013
- vi. To pass any other order/orders that is deemed fit and proper under the facts and circumstances of the case.

19. Sh. Bharat Bhushan, AAO in his revision representation has mainly repeated the contents of his earlier submissions before the inquiry authority, disciplinary authority and appellate authority and the same have been considered by the respective Authorities.

(i) The main contention of the C.O. is that for all cash related matters, the cashier functions directly under DDO and not through AAO. AD (Cash) was directly reporting to AO (HQ)/DDO. That GFR/CTR and receipt and payment Rules were applicable in the Department. That Cashier and DDO are responsible for cash and bank related issues etc and CO has no power to handle the cash or supervising the cashier. However, the inquiry officer in his findings clearly noted that the evidence on record show that cashier was writing the entries in the cash book and were being checked by Acctt/AAO and were finally signed by AO(HQ)/DDO. Further, in the analysis he has also stated that cashier, AAO ie.CO and AO/DDO were privy to the entries made in the cash book. Therefore they are accountable for the entries made in the cash book which had shown the said cash as remitted into the respective bank account but in fact not found remitted. His contention that administration/ supervision of cashier does not fall under the sphere of duties of the Asstt. Accounts Officer is a cover up and does not hold good due to the fact that the C.O. himself admitted that Shri Purshottam Kumar was working under him and he had given verbal directions to him to reconcile the accounts with cash book of the Department with that of the amount in bank accounts but CO never gave anything in writing to the Cashier to get the work done. The admission of the CO that during his tenure more than eight lakh rupees was not deposited/remitted by Sh. Purshottam Kumar, AD(Cash) into the concerned bank account clearly



disproves his contention that administration/ supervision of cashier does not fall under the sphere of duties of the Asstt. Accounts Officer.

(ii) The contention of the C.O. that that his submissions have not been dealt with by passing speaking orders by the Ld. Appellate Authority as well as Disciplinary Authority is also not correct as on both the occasion he was granted personal hearing by respective authorities before passing the detailed orders. In the Detailed penalty orders, Disciplinary Authority elaborated the reasons for holding him responsible for the lapses and has noted that he is definitely guilty of supervisory lapses due to the fact of non remittances of huge amounts during the tenure of the CO, non preparation of bank reconciliation statement knowing that it is mandatory etc. indicate supervisory lapses on the part of C.O. which resulted in embezzlement being done even though he had short stint as AAO (HQ).

(iii) As regards comparison made by CO on the imposition of penalty on other CO's in the same matter, it is stated that the orders of Disciplinary Authority are self explanatory.

20. Sh. Bharat Bhushan, Asstt. Accounts Officer, has not brought out any new facts as per his representation which has not been considered by the Disciplinary Authority or the Appellate 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 his name figures in it.

21. As per the office order no. PA/Dir. (Admn.)/2011/D-200 dated July 28, 2011, the Authority Competent to decide Review petition in respect of group 'B' employees is the BOARD. Therefore, the present review petition of Shri Bharat Bhushan, Asstt. Accounts Officer dated 04/02/2019 was placed before the BOARD, for consideration and taking a decision as deemed fit, for condonation for delay and revision.

22. Accordingly, the facts as above were placed before the Board in its 27<sup>th</sup> Board meeting held on 23/09/2019.

23. The minutes of the 27<sup>th</sup> Meeting of DUSIB held on 23/09/2019 circulated vide no. D/51/DD (Board)/2019-20 dated 09/10/2019. In the Agenda no. 27/16, the Board has noted that:

"After detailed deliberation it was desired that the case may be further examined on the points raised by the Appellant in his appeal and resubmitted before the Board in its next meeting."

24. In compliance to directions in the Board meeting dt. 23.09.2019 that the grounds of the appellant mentioned in para 18 above are again discussed point wise as under:

- (a) The contention of the appellant is that the Member (Admn)/ Disciplinary Authority in his penalty order dated 10.08.2017 concluded that "records, however do not establish that there is no connivance on the part of C.O. with Sh. Purshotam Kumar as alleged and that the C.O. cannot be held guilty of connivance with Cashier Sh. Purshotam Kumar" hence no penalty could have been imposed on him. Further, that he was the first person to detect and report matter regarding fraud committed by Sh. Purshotam Kumar vide note dt. 21.09.2010. In this regard, it is stated that department never considered or issued any statement that he is the person who detected and reported the matter first about fraud committed by Sh. Purshottam Kumar. The contention of the appellant that no penalty could be imposed upon him as he was not held guilty of connivance by Disciplinary Authority does not hold good as the Disciplinary Authority in the penalty order clearly elaborated reasons for holding him guilty and accordingly imposed the said penalty.
- (b) The admission of the CO noted by the inquiry officer in his findings that during his tenure more than eight lakh rupees was not deposited/remitted by Sh. Purshottam Kumar, AD(Cash) into the concerned bank account clearly disproves his contention that prosecution could not establish any lack of supervision on his part during his short stint from Jan' 2010 to 29/09/2010. Further, the contention of the C.O. that his submissions have not been dealt with by passing speaking orders by the Ld. Appellate Authority as well as Disciplinary Authority is also not correct as on both the occasions he was granted personal hearing by respective authorities before passing the detailed orders. In the detailed penalty orders, Disciplinary Authority elaborated the reasons for holding him responsible for the lapses and has noted that he is definitely guilty of supervisory lapses due to the fact of non remittances of huge amounts during the tenure of the CO, non preparation of bank reconciliation statement knowing that it is mandatory etc. indicate supervisory lapses on the part of C.O. which resulted in embezzlement being done even though he had short stint as AAO (HQ).
- (c) As regards comparison made by CO on the imposition of penalty on other CO's in the same matter. It is stated that there were as many as 28 officers/officials involved in the instant matter of embezzlement of government money and the Disciplinary Authority considered the entire facts consisting of inquiry report/charge sheet based on role of individual officer/officials. Moreover, Disciplinary/Appellate Authority had passed the penalty order after granting personal hearing and the penalty orders are self explanatory.

- (d) The contention of the appellant that bank reconciliation was not being done even before his joining and it was well within the knowledge of authorities does not absolve him of his responsibilities.
- (e) While proving the charges the inquiry officer has made detailed analysis of his misconduct in his findings.
- (f) Logical analysis has been given by Inquiry officer in his findings and article of charges are not based on presumption and surmises.
- (g) The contention of the C.O. that circumstantial evidence adduced in the inquiry is not sufficient and there must be evidence to link the charged officer with the alleged misconduct is not correct as the inquiry officer has made detailed analysis in his findings. Further , already discussed in para (a) above.
- (h) The contention of the appellant that his case was dealt in a casual manner by authorities is also unfounded. Provisions of CCS (CCA) rules relating to disciplinary proceedings have been followed and sufficient opportunities were also given to him for representation or hearing in person before passing of orders.
- (i) The main contention of the C.O. is that for all cash related matters, the cashier functions directly under DDO and not through AAO. AD (Cash) was directly reporting to AO (HQ)/DDO. That GFR /CTR and receipt and payment Rules were applicable in the Department. That Cashier and DDO are responsible for cash and bank related issues etc and CO has no power to handle the cash or supervising the cashier. However, the inquiry officer in his findings clearly noted that the evidence on record show that cashier was writing the entries in the cash book and were being checked by Acctt./AAO and were finally signed by AO(HQ)/DDO. Further, in the analysis he has also stated that Cashier, AAO, i.e. CO and AO/DDO were privy to the entries made in the cash book. Therefore they are accountable for the entries made in the cash book which had shown the said cash as remitted into the respective bank account but in fact not found remitted. Further, his contention that administration/ supervision of cashier does not fall under the sphere of duties of the Asstt. Accounts Officer is a cover up and does not hold good due to the fact that the C.O. himself admitted that Shri Purshottam Kumar was working under him and he had given verbal directions to him to reconcile the accounts with cash book of the Department with that of the amount in bank accounts but CO never gave anything in writing to the Cashier to get the work done. Further, the admission of the CO that during his tenure more than eight lakh rupees were not deposited/remitted by Sh. Purshottam Kumar, AD(Cash) into the

concerned bank account clearly disproves his contention that administration/ supervision of cashier does not fall under the sphere of duties of the Asstt. Accounts Officer.

25. Sh. Bharat Bhushan, Asstt. Accounts Officer as detailed in para 18 above has prayed to quash the charge sheet as well as the penalty order.

**Proposal:**

The detailed facts as above are resubmitted for placing before the Board for consideration and taking final decision in the matter as deemed fit on the revision petition filed by Shri Bharat Bhushan, Asstt. Accounts Officer, against the penalty imposed by the Disciplinary Authority/Appellate Authority.

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

(Meeting Cell)  
Ph. 011-23378453


No: DD (Board)/DUSIB/2019/D-59

Dated: 14.12.2019

**Meeting Notice**

In continuation of earlier Meeting Notice No. DD (Board) DUSIB/2019/D-56 dated 12.12.2019, ***please find enclosed herewith the Additional Agenda Item for the 28<sup>th</sup> Board Meeting for kind perusal and information.***

Encl: As above

  
Dy. Director (Board)

To:

1. Hon'ble Chief Minister, GNCT of Delhi/Chairperson of DUSIB.
2. Hon'ble Minister of Urban Development, GNCT of Delhi/Vice Chairperson of DUSIB.
3. Shri Sahi Ram, MLA, Tughlakabad (AC. No. 52), T-56, Tehkhand Extn., Okhla Phase-I, Delhi-24
4. Shri Akhilesh PatiTripathi, MLA, Model Town (AC. No. 18)
5. Shri Hazari Lal Chauhan, MLA, Patel Nagar (AC No. 24).
6. Shri Rajeev Kumar, Municipal Councilor (Ward-05E) East Delhi.
7. Shri Adesh Kumar Gupta, Municipal Councilor (Ward-98N) North Delhi.
8. Ms. Tulsi Joshi, Municipal Councilor (Ward-65S) South Delhi.
9. Vice Chairman, DDA.
10. Jt. Secretary (L&W), M/o UD, Gol, NirmanBhawan-representative of M/o UD.
11. Pr. Secretary (UD), UD Deptt, GNCT of Delhi.
12. Chairman, NDMC.
13. CEO, Delhi Jal Board.
14. Director (Local Bodies), GNCT of Delhi.
15. CEO, DUSIB.
16. Member (Admn/Finance/Power), DUSIB.
17. Shri Bipin Kumar Rai, Expert (non-official).
18. Shri A.K. Gupta, Expert (non-official).

Delhi Urban Shelter Improvement Board  
Govt. of NCT of Delhi

Additional Agenda item for 28<sup>th</sup> Board Meeting

<b>Subject:</b>	Operational Guidelines For Regularisation of Unauthorised Occupation and freehold of Stalls/Shops/Tharas of DUSIB allotted under Special Component Plan (Size 6' X 8') – As per scheme of conversion issued by SDMC vide Resolution No. 252 dated 25.03.2013
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**Background:**

1. Erstwhile Slum & JJ Department, when it was part of Delhi Development Authority, had launched a scheme in early 80s', on behalf of Directorate of Scheduled Castes/Social Welfare Department and Land & Building Department, Delhi Govt., for construction of Stall/Tharas and Shops of standard size of 48 Sq. Feet (6' x 8').
2. These shop/Stalls were constructed in JJ Resettlement colonies and Slum Rehabilitation colonies for creating income generating assets and stable employment opportunities for the Urban Poor, namely Scheduled Caste families as well as Economically Weaker Section belonging to the other castes, to enable them to earn regular source of income. The resources were provided by the Delhi Govt., out of Plan resources and Special Central Assistance for providing additional support in operation of scheme of special component Plan for scheduled castes. The colonies where Shops/Stall/Tharas under SCP scheme are located is attached at **Annexure A**.
3. However, it has been noted that over the years, in absence of any well-defined policy in this regard, massive change of hands have taken place in occupancy status of these commercial Shop/Stall & Tharas allotted to the Urban Poor by erstwhile Slum & JJ Department (now Delhi Urban Shelter Improvement Board). In large number of cases original allottees of these commercially productive assets have disposed of their units through power of attorney system. As such change of hand has occurred unauthorizedly and in absence of any established policy or institutionalized procedure, the facts/information about the occupancy details of such units by unauthorized persons are not available in records of Slum & JJ Deptt (now DUSIB).
4. Over a long period of over 35 years, while there had been multiple change of hands in respect of these properties, the DUSIB has neither been getting the revenue which logically should have accrued to it on account of transfer, nor it has been able to carry out the management in most effective manner.

5. In order to know the magnitude of the problem of unauthorized change of hands in aforesaid commercial units, a survey was carried out in 2001-01 by erstwhile Slum & JJ Department (when it was part of MCD) in colonies like Nand Nagri, New Seelampur, Old Seema Puri, New Seelampur, Old Seelam Pur, Gokul Puri, Trilok Puri, Kalyan Puri, Tigri, Dakshin Puri, Madangir, Kalkaji, Nehru Nagar, Sunlight Colony, Moti Bagh, Madipur, New Moti Nagar, Sangam Park, Mangol Puri, Jahangir Puri, Aruna Colony, Wazirpur etc.

6. Subsequently, adopting a pragmatic approach to resolve the problem of unauthorized transfer/change of hands and also to earn revenue due and accrued against these stalls/ tharas, a Scheme for regularization of unauthorized occupants in commercial stalls/tharas/Shops allotted under Special Component Plan Aid to Urban Poor was conceptualized and adopted by the erstwhile Municipal Corporation of Delhi vide Resolution No 318 dated 10.09.2001 (copy at Annexure B). This was further modified by the erstwhile Municipal Corporation of Delhi vide Resolution No 359 dated 08.09.2008 (copy at Annexure C).

7. In the Resolution no. 318 dated 10.09.2001, the following was proposed and approved:

*"it is proposed that commercial stalls, tharas and shops where change of hands have taken place under power of attorney system be regularized and unauthorized occupants be taken into records of Slum & JJ Department, MCD by charging occupancy charges equal to four times of the cost prescribed at the time of allotment and issue leasehold rights to such persons/occupants....."*

*.....The charging of four times will continue up to December 2001 and in subsequent years the dues, to be charged, will be inflated by 10% of the four times dues to be obtained or the costs after every two years"*

8. Further, vide subsequent Resolution no. 359 dated 08.09.2008, the erstwhile MCD resolved that

*"as recommended by the Standing Committee vide its Resolution No.371 dated 13.08.2008, the proposal of the Commissioner as contained in his letter No.F.33/S&JJ/112/C&C dated 23.04.2008, be approved."*

9. In effect, vide the said resolution, for all the applications for regularization after March 2002, the applicants had to pay 10% (compoundable) every year on four times of original cost. In addition, all dues were to be cleared by the applicants before such applications were to be considered by MCD.

10. After coming in existence of the DUSIB, the abovesaid Resolution No.359 of Municipal Corporation of Delhi, DUSIB had been followed in considering and deciding the cases of SCP stalls/tharas by charging the applicants four times the cost of allotment w.e.f. March 2002, plus increase of 10% per year (compoundable) thereafter till date subject to payment of all other dues.

11. Simultaneously operational guidelines were framed in accordance with the resolution No. 318 and modified Resolution No. 359 and these were placed in the 19<sup>th</sup> Board Meeting of the DUSIB held on 22.8.2017 for finalization for regularization of unauthorized occupation of stalls/shops/tharas allotted under Special Component Plan (Size of each thara is 6'x8") However, in the said meeting, the Board considered but decided to defer the Agenda.

12. After the deferral of the agenda placed in the DUSIB Board Meeting held on 22.08.2017, the Department had further examined this issue at length in order to bring in a system to streamline the process for regularization of unauthorized occupation of stalls/shops/tharas allotted under Special Component Plan. In this regard, it has been observed that the South Delhi Municipal Corporation, vide Resolution No.252 dated March 25, 2013 (**placed at Annexure D**), had adopted the modified policy for conversion of the commercial properties which had been transferred from Gol (L&DO/Directorate of Estates) to erstwhile MCD.

13. The policy/operational guidelines issued in the form of Brochure (**placed at Annexure E**) by the SDMC in pursuance of this Resolution No.252 of March 25, 2013 are quite exhaustive and cover most of the aspects of the problems DUSIB has to deal with in respect of regularization of the SCP Tharas. The SDMC had adopted the policy for conversion fee for their built-up Commercial Shops as per the notified Circle Rates (indicative) of Govt. of NCT of Delhi on 04.12.2012 (effective / applicable from 04.12.2012) (or circle rates prevailing on the date of conversion whichever is later). Presently the prescribed conversion charges applicable are as per Circle Rates notified by the Govt. of NCT of Delhi vide No. F1(953)Regn.Br./Div.Comp./HQ/2014/5943 dated 22/09/2014, copy annexed as **Annexure-F**.

14. Comparison of Payment to be made by the unauthorized occupants/purchasers & allottees under 2008 scheme and 2013 scheme:

a) As per the Policy/Resolution No. 359 dated 08.09.2008 of erstwhile Municipal Corporation of Delhi vide which Regularization of Shops/Stalls is to be done under the said policy, subject to payment of all dues, the approximate regularization charges of a Shop/Stall range between Rs. 1,10,000 to Rs. 3,00,000/- depending upon different cost of Shop Colony wise. This may be illustrated as under:

<b>Cost to be paid by unauthorized occupant for regularization of shop/thara/stall (allotted under SCP scheme)</b>	
<b>Total area of each Thara</b>	4.41 Sq. Mtr.
<b>Cost of Tharas</b>	Rs. 10,500-00 (based on average original cost decided by the department from time to time)
<b>Payable by unauthorized occupant</b>	4 times of the Cost of Stall i.e. 4 x10, 500 = Rs. 42,000/-



<b>Plus</b>	10% compoundable interest required to be paid by the unauthorized occupant/purchaser from 2001
After imposition of 10% compoundable interest, the cost required to be paid by the unauthorized occupant/purchaser from March 2002 up to January 2020 will be approximately Rs. 2,33,000/-.	

- b) As per the policy of conversion of the commercial properties, adopted by the SDMC, vide Resolution No. 252 of March 2013, payment to be made is based on the circle rates as prescribed by Delhi Govt. for commercial properties. This may be illustrated as under:

Uniform Size of Shop/Stall	4.41 Sq. Mtr.
Circle Rates of category 'H'*	Rs. 23,280 x 3**= Rs. 69,840/- per Sq.m.
<b>Cost to be paid for shop/thara/stall for leasehold to freehold***</b>	
By unauthorized occupant	Rs. 4.41 x 69,840/- = Rs. 3,07,995/- (plus Rs.1,00,000/- for every change of hand)
Original allottee (Rebate@40%)	Rs. 3,07,995 minus 40% of 3,07,995 =Rs. 3,07,995 - 1,23,198 = Rs.1,84,797/-
*Circle rates for category H colony as most of these stalls are in category H colony	
**Circle rate for commercial is three times that for residential	
*** In case the property is on license basis then the fixed conversion charges are also to be paid to make it leasehold.	

15. Thus, it can be seen that, while resolving the issue of unauthorized occupancy this policy will also be instrumental in ensuring financial health of DUSIB. In view of the above, this agenda is placed before the Board for regularization of the unauthorized occupation and freehold of Stalls/Shops/Tharas allotted under Special Component Plan (Size 6'X8') by adopting the operational guidelines for conversion of commercial properties as issued by the South Delhi Municipal Corporation vide Resolution dated 25.03.2013 with suitable modification in the nomenclature to suit the implementation of these guidelines for DUSIB commercial properties in the form of Tharas/stalls under SCP. Further, it is proposed that the recoveries on this account will be accounted for in a separate head of account on the basis of location of the units. This amount will exclusively be used as corpus fund. Deputy Director (SCP) shall be the Competent Authority regarding regularisation of the original allottee cases. Rest of the cases shall be decided at the level of Director. The appeals against the orders of Dy. Director/Director shall be decided in terms of the order dated 16.8.2018. This shall be subject to payment of past dues.

**Proposal:**

The Board is, therefore, requested to consider and grant approval to the proposal contained in Para 11 above and to authorize the CEO to take action for removal of difficulties, if any, in implementation of this Scheme after following due process.

**ANNEXURE-A****Colony-wise locations of Shops/Stall/Tharas allotted under SCP scheme**

The Shops/Stall/Tharas under SCP scheme located in following colonies are covered under this scheme.

S. No.	Name of Colonies.	S. No.	Name of Colonies.
1.	New Seelam Pur	20.	Khyala
2.	Old SeemaPuri	21.	Sukur Pur
3.	New Seemapuri	22.	Sultan Puri
4.	Himmat Puri	23.	Raghubir Nagar
5.	Kalyan Puri	24.	Tigri
6.	Nand Nagri	25.	Madangir
7.	Trilok Puri	26.	Dakshin Puri
8.	Hastsal	27.	Kalkaji
9.	Gokal Puri	28.	Nehru Nagar
10.	Sangam Park	29.	Sunlight Colony
11.	Jwala Puri	30.	Kilokari
12.	Trilok Puri	31.	Moti Bagh
13.	Wazir Pur	32.	Manglapuri
14.	Ranjeet Nagar	33.	Inderpuri
15.	InderLok	34.	Jahangirpuri
16.	Tilak Vihar	35.	Aruna Colony
17.	New Moti Nagar	36.	Madipur
18.	Mangol Puri	37.	Nangloi
19.	Chaukhandi	38.	Nangloi Rohtak Road

years after March 2002, we propose to charge 10% (compoundable) every year on four times of the original cost. Further we may consider such cases for mutation only after clearance of the pending dues in those cases.

The abovesaid resolution is also silent in respect of competency of an officer to approve these cases of regularisation. However, the LO(S) has given his opinion that Director may be allowed to approve such cases, which is also required to be seen by the Competent Authority.

Therefore, the matter may kindly be placed before the Improvement & Development of Slum Colonies, Katras & Harijan Basties Committee/Standing Committee/Corporation for consideration and approval.

ANNEXURE 'A'

Copy of the Resolution No. 318 of the Ordinary September (2001) Meeting of the Corporation held on 10-9-2001

Item No. 4 :— Regularisation of unauthorised occupants in Commercial Stalls/Tharas/Shops allotted under Special Component Plan Aid to other Urban Pools.

(i) Commissioner's letter No. F. 33/Slum & JJ/1440/C&C dated 30-10-2000.

Slum & JJ Department, while it was part of Delhi Development Authority, on behalf of Directorate of Scheduled Castes/Social Welfare Department and Land & Building Department, Delhi Govt. launched a scheme in early eighties relating to construction of stalls/tharas and shops containing standard size of 48 sq. ft. with a view to providing stable employment opportunities to the urban poor namely, scheduled caste families as well as economically weaker sections belonging to the other castes. These shops/stalls were constructed in JJ Resettlement Colonies and Slum Rehabilitation Colonies for providing income generating assets to urban poor so that these urban poor are in position to have regular source of income.

2. The list of colonies where such commercial units along with their numbers were constructed during the period 1980 onwards are indicated in a tabulated statements (Annexure-I). The cost chargeable from the beneficiaries is also given in Annexure-I for ready reference. Approx. 8000 such commercial stalls/tharas and built-up shops were established in different parts of Delhi. The scheme, in question, was appreciated by the public/elected public representatives as it had acted as source of income for urban poor.

3. As per instruction of Delhi Govt. all these shops/stalls/tharas including the shops earlier allotted on licence fee basis had been allotted on leasehold rights. According to the framework of scheme, the beneficiaries were given the choice to deposit the cost of aforesaid commercial units on instalment basis running into fifteen years.

4. The resources were provided by Delhi Govt. out of plan resources and out of special central assistance for providing additional support in operation of scheme of special component plan for scheduled castes. The details of funds received from Delhi Govt. and refunded under special component plan for scheduled castes, as per direction of Ministry of Home Affairs are given in Annexure-II for ready reference.

5. It has been noted that over the years, good amount of massive change of hands has taken place in occupancy status of commercial shops/stalls & tharas allotted to the urban poor by Slum & JJ Department. Original allottees of these commercial assets have disposed of their units under power of attorney system and facts of occupancy of such units by unauthorised persons are not available in records of Slum & JJ Department. In order to know the magnitude of the problem of change of hand in aforesaid commercial units survey has been carried out by Slum & JJ Department in colonies like Nand Nagri, New

2352c

Seemapuri, Old Seemapuri, New Seelampur, Old Seelampur, Gokulpuri, Trilokpuri, Kalyanpuri, Tigri, Dakshinpuri, Madangir, Kalkaji, Nehru Nagar, Sunlight Colony, Moti Bagh, Madipur, New Moti Nagar, Sangam Park, Mangolpuri, Jahangirpuri, Aruna Colony, Wazirpur etc. and for other left out colonies it is in progress. The findings of the survey in respect of illustrated colonies mentioned above are given below :-

— Stalls, shops and tharas covered under these surveys	4675
— Stalls and shops found locked during survey	1857
— No. of shops/tharas and stalls unauthorised occupants as per survey	2443
— No. of shops/stalls and tharas under occupation of allottees	375

6. The survey results are proceuted in Annexure-III for indicating colony-wise position. The change of hands is posing problem is recovery of dues. As per records available in Slum & JJ Department, the name of allottees are figuring. Therefore, it has been proposed to rationalize this system in order to ensure that change of hands doesn't become an instrument of corruption and undue harassment to the public. Accordingly, it is proposed that commercial stalls, tharas and shops where change of hands have taken place under power of attorney system be regularized and unauthorised occupants be taken into records of Slum & JJ Department, MCD by charging occupancy charges equal to four times of the cost prescribed at the time of allotment and issue leasehold rights to such persons/occupants.

7. The present occupants will be, taken into assets allotment register and records of Slum & JJ Department. The documents requiring to be seen by the functionaries while admitting change of hands i.e. power of attorney, copy of original letter of allotment, agreement to sell, possession slip, photographs of the occupant, identity card issued by Election Office, two passport size photographs, telephone/electricity bill if any. The charging of four times will continue up to December, 2001 and in subsequent years the dues, to be charged, will be inflated by 10% of the four times dues to be obtained or the costs after every two years. Those occupants who don't apply under this programme/scheme there will be no choice with the Slum & JJ Department except to charge the commercial license fee. Any encroachment of additional adjacent land, the occupants will have to pay damages as approved by MCD without any right/title of land. This facility will not apply to those who have amalgamated the individual shop unit. The recoveries will be accounted for in the respective Head of Account on the basis of location of the units.

8. The aforesaid proposal is placed before Slum Committee/Standing Committee/Corporation for their consideration and approval.

**ANNEXURE-III**

**Statement showing the occupation status of occupants of stalls, shops in various SCP Market as survey conducted recently**

S No.	Name of the colony block-wise	Total No. of stalls under occupation of allottees	Total No. of stalls under occupation of purchaser/changed hand	Total No. of stalls found locked	Total stalls
1. Nand Nagri :					
(a)	Block-M	—	13	32	45
(b)	Blocks-E & M	16	81	35	132
(c)	Block-E-4	1	22	45	68
(d)	Block near Gagan	4	5	31	44
		(51)			

234/c

2. New Seemapuri				
(a) Veg. Market	8	71	4	83
(b) Fish Market	8	34	—	42
3. Old Seemapuri	4	81	96	181
4. New Seelampur :				
(a) Block-D	2	28	3	33
(b) Block-G	5	40	82	127
5. Gokal Puri	10	27	12	49
6. Trilok Puri				
(a) Block-34	—	28	34	62
(b) Block-36	4	57	51	112
7. Kalyan Puri				
(a) Block-18	5	11	47	63
8. Tigri I	4	42	19	75
9. Dakshinpuri				
(a) Block-G	69	153	73	295
(b) Virat Cinema	13	57	32	102
(c) Block-14	1	25	11	37
(d) Block-6	7	35	32	74
(e) N.V.C.	5	87	70	162
(f) Block-10	2	30	43	75
(g) Laxmi Mkt.	1	13	—	14
10. Madangir near Nallah	5	45	41	91
11. Kalkaji	7	44	9	60
12. Nehru Nagar	4	85	41	130
13. Sunlight	20	56	16	92
14. Kilokri	2	6	—	8
15. Moti Bagh	4	9	3	16
16. Madipur				
(a) Super Bazar	4	51	46	101
(b) Bus Stand	15	76	19	110
(c) Paschim Puri Chowk	2	31	21	54
(d) Cement Store	2	11	3	16

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17.	New Moti Nagar	—	10	4	14
18.	Inderlok	1	42	9	52
19.	Sangam Park	10	27	9	46
20.	inderpuri	—	26	16	42
21.	Chaukhandi	13	79	10	102
22.	Mangolpuri				
	(a) Block-B	2	32	20	54
	(b) Block-D	10	33	5	48
	(c) Block-S-I	3	33	20	56
	(d) Block-S-II	1	30	25	56
	(e) Block-N	5	64	59	128
	(f) Near Sanjay Gandhi Hs	4	98	178	280
23.	Jahangir Puri :				
	(a) Block-E-4	—	1	5	6
	(b) Block-E-4 (12)	—	4	8	12
	(c) Block-I.SC (Ref.)	—	20	30	50
	(d) Block-B-III	14	95	67	176
	(e) Block-B-III (Res.)	—	34	26	60
	(f) Block-G-1 (Res.)	—	18	53	71
	(g) Block-G-1	3	42	32	77
	(h) Block-E-4	1	13	46	60
24.	Arina Colony	10	38	32	80
25.	Shakur Pur				
	(a) Block-M	14	122	62	198
	(b) Block-G	13	45	74	132
26.	Wazirpur	5	38	42	85
27.	Ranjeet Nagar	—	16	9	25
28.	Khyala	18	118	53	189
29.	Tilak Nagar				
	(a) UG Tank	2	2	1	5
	(b) Harijan Basti	2	5	11	18
		375	2443	1857	4675

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ANNEXURE-II

Sample calculation of unearned increase in no cost of Land of stalls at Tilak Nagar

Size	=	4.41m <sup>2</sup>
Cost of stall	=	Rs. 9,900/-
Current L&DO rate	=	@ Rs. 14,490/- per sqm.
Value of land	=	4.41 × Rs. 14,490/-
	=	Rs. 63,900/- (A)
Prem. already paid	=	Rs. 1,530/- (B)
(A - B)	=	Rs. 62,370/-
I. 50% unearned increase	=	Rs. 31,185/-
II. 4 times the cost of stall	=	4 × Rs. 9,900/-
	=	Rs. 39,600/-Annexure-I



## ANNEXURE-A

## A complete list of Stalls/Shops/Open Platforms of S.C.P. Market constructed under S.C.P. Scheme

S. No.	Name of the colony block-wise	Total No. of stalls/shops	Mode of allotment			Total cost of stalls/shops per unit (in Rs.)	Size of stalls/shops	Type of structure
			Under survey scheme	Under registration scheme	Transfer to Social Welfare Dept.			
1.	New Soelampur							
	(i) Block-G	127	80	47	—	—	6' x 8'	Stalls
	(ii) Block-D	33	33	—	—	—	6' x 8'	Stalls
2.	Old Seemapur (near Bus Stand)	210	138	43	29	—	6' x 8'	Stalls
3.	New Seemapur							
	(i) Fish Market	42	42	—	—	—	6' x 8'	Tharav
	(ii) Veg. market	52	52	—	2	—	6' x 5'	Tharav
4.	Himmat Puri							
	(i) Block-36	138	21	82	35	—	6' x 8'	Shops
	(ii) Block-34	62	—	62	—	—	6' x 8'	Shops
5.	Kalyan Puri Block-18	60	12	51	6	—	6' x 8'	Shops
	Nand Nagar							
	(i) Near Cinema	44	—	44	—	—	6' x 8'	Shops
	(ii) Block-E4	68	68	—	—	—	6' x 8'	Shops
	(iii) Block-E2G	132	127	3	2	—	6' x 8'	Shops
	(iv) Block-M	65	25	20	20	—	6' x 8'	Shops
7.	Trilok Puri							
	(i) Block-36	102	100	—	2	—	6' x 8'	Stalls
	(ii) Block-10	124	78	5	39	2	6' x 8'	Open Platform

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No.	Location	Area	Plot No.	Plot Area	Plot Size	Plot Value	Plot Type	Plot Status	Plot Use
8	Hastal	77	61	9	—	7	6' x 8'	Shops	
9	Gokal Puri	80	—	48	—	1	6' x 8'	Shops	
10	Sangam Park	51	—	45	—	5	6' x 8'	Stalls	
11	Jwala Puri	50	43	—	—	5	6' x 8'	Stalls	
12	Talok Puri	186	176	—	—	10	6' x 8'	Stalls	
	(i) Block-4	100	100	—	—	—	6' x 8'	Stalls	
	(ii) Block-20	85	85	—	—	—	6' x 8'	Stalls	
13	Wazirpur	35	—	22	—	13	6' x 8'	Stalls	
14	Ranjit Nagar, D-Block	70	—	51	11	8	6' x 8'	Shops	
15	Inderlok	118	—	—	17	90	6' x 8'	Stalls	
16	Tilak Vihar	73	—	—	10	41	6' x 8'	Stalls	
	(i) Near Gurudwara	128	—	—	—	123	6' x 8'	Open platform	Shops for S.W.D.
17	New Moti Nagar	33	2	11	12	—	6' x 8'	Shops	
	(i) Pan Shop	2	—	—	—	—	—	Kiosks	
18	Mangolpuri	56	55	—	—	1	6' x 8'	Stalls	
	(i) Block S-I	56	48	—	—	2	6' x 8'	Stalls	
	(ii) Block S-II	61	61	—	—	—	6' x 8'	Stalls	
	(iii) Block U/C	328	147	168	—	9	6' x 8'	Stalls	
	(iv) Block-C	128	121	—	—	2	6' x 8'	Stalls	
	(v) Block-N	48	48	—	—	—	6' x 8'	Stalls	
	(vi) Block-Y	168	—	167	—	1	6' x 8'	Shops	
	(vii) Behind Police Station	402	184	91	5	115	6' x 8'	Shops	
	(viii) Near Sarojay Gandhi Hospital	54	54	—	—	—	6' x 8'	Stalls	
	(ix) Block-B	47	45	—	—	—	6' x 8'	Stalls	
	(x) Block-D								

229/c  
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19. Chaunkhandi	102	101	1	—	—	—	—	—	13,300/-	6' x 8'	Stalls
20. Khyala	214	181	4	—	25	—	—	—	9,700/-	6' x 8'	Stalls
21. Shakargar	198	191	—	—	—	—	—	—	9,400/-	6' x 8'	Shops
(i) Block M	132	132	—	—	—	—	—	—	Not available	Yet to be decided	Stalls
(ii) Block G	—	—	—	—	—	—	—	—	—	—	—
22. Sultanpuri	112	21	77	—	14	—	—	—	11,500/-	6' x 8'	Shops
(i) Near Ht. Sec. School	98	93	—	—	5	—	—	—	6,900/-	6' x 8'	Stalls
(ii) Block-E	6	—	6	—	—	—	—	—	24,216/-	6' x 8'	Shops
(iii) Block-E&F	167	157	—	—	10	—	—	—	6,900/-	6' x 8'	Stalls
(iv) Block-C	43	24	—	—	19	—	—	—	6,900/-	6' x 8'	Stalls
(v) Block C-II	—	—	—	—	—	—	—	—	—	—	—
23. Raghunir Nagar	130	128	—	—	—	—	—	—	5,600/-	6' x 8'	Stalls
(i) Block-E	6	—	—	—	—	—	—	—	2,750/-	6' x 8'	Open platform
(ii) Block-Hor Mix Plant	106	97	2	—	1	—	—	—	5,600/-	6' x 8'	Stalls
(iii) Block-A & D	23	22	—	—	—	—	—	—	5,600/-	6' x 8'	Stalls
(iv) Block-C	64	2	54	—	5	—	—	—	20,790/-	6' x 8'	Shops
(v) Block-E Ext	75	69	—	—	—	—	—	—	Not available	Yet to be decided	Stalls
24. Tigr	—	—	—	—	—	—	—	—	—	—	—
25. Madangir	144	81	—	—	53	—	—	—	4,330/-	Open	Yet to be decided
(i) Near Ganda Nallah	14	—	—	—	—	—	—	—	Not available	Open platform	Yet to be decided
(ii) Luxmi Market	—	—	—	—	—	—	—	—	—	—	—
26. Dakshin Puri	38	33	—	—	2	—	—	—	Not available	Yet to be decided	Stalls
(i) Block No. 14	78	62	2	—	8	—	—	—	Not available	Yet to be decided	Stalls
(ii) Block-6	—	—	—	—	—	—	—	—	—	—	—



(vi) Kiosks	3	3	—	—	—	—	7,200/-	6' x 8'	Kiosks
(vii) Block-L.S.C.	68	2	47	14	4	—	53,500/-	6' x 8'	Stalls
37. Nangloi	45	45	—	—	—	—	6,400/-	6' x 8'	Stalls
(i) Block-Y	38	28	9	—	—	1	6,400/-	6' x 8'	Stalls
(ii) Phase-I (N.P.P.)	36	—	36	—	—	—	6,400/-	6' x 8'	Stalls
(iii) Phase-II	9	9	—	—	—	—	9,400/-	6' x 8'	Stalls
(iv) Near Rohank Road	30	—	—	—	30	—	—	6' x 8'	Shops
38. Shahbad-Daultapur	7781	4819	1870	86	820	149	—	6	*31 under dispute
<b>Total</b>									

(ii) Resolution No. 70 of the Special (Imp. & Dev. of Slum Colonies, Katras and Harijan Basties) Committee dated 9-4-2001.

(59)

Resolved that it be recommended to the Corporation through the Standing Committee that the proposal as contained in Commissioner's letter No. F. 33/S&JJ/1440/C&C dated 7-12-2000, be approved.

Resolved further that the entire scheme will be reviewed after six months.

(iii) Resolution No. 316 of the Standing Committee dated 25-7-2001.

Resolved that it be recommended to the Corporation that as recommended by the Special (Improvement & Development of Slum Colonies, Katras & Harijan Basties) Committee vide its Resolution No. 70 dated 9-4-2001, the proposal as contained in Commissioner's letter No. F. 33/S&JJ/1440/C&C dated 30-10-2000, be approved.

Resolved further that the entire scheme be reviewed after six months.

Resolved that as recommended by the Standing Committee vide its Resolution No. 317 dated 25-7-2001, the proposal of the Commissioner as contained in his letter No. F. 33/S&JJ/1440/C&C dated 30-10-2000, be approved.

Resolution No. 316

Resolution No. 316

proposal of the Commissioner as contained in his letter No. F. 33/S&JJ/1440/C&C dated 30-10-2000, be approved.

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(ii) Resolution No. 10 of the Special (Imp. & Dev. of Slum Colonies, Katras and Harijan Basties) Committee dated 24-6-2008.

संकल्प किया गया कि स्थायी समिति के माध्यम से सिफारिश की जाए कि आयुक्त के पत्र क्रमांक एफ-33/स्लम एवं जे.जे./112/स एवं स दिनांक 23-4-2008 में यथा सन्निहित प्रस्ताव को स्वीकृति प्रदान की जाए।

(iii) Resolution No. 371 of the Standing Committee dated 13-8-2008.

Resolved that it be recommended to the Corporation that as recommended by the Special (Improvement & Development of Slum Colonies, Katras and Harijan Basties) Committee vide its Resolution No. 10 dated 24-6-2008, the proposal of the Commissioner as contained in his letter No. F. 33/S&JJ/112/C&C dated 23-4-2008, be approved.

Resolution No. 359 Resolved that as recommended by the Standing Committee vide its Resolution No. 371 dated 13-8-2008, the proposal of the Commissioner as contained in his letter No. F. 33/S&JJ/112/C&C dated 23-4-2008, be approved.

सत्य प्रतिलिपि  
अधीक्षक  
सचिव कार्यालय  
दिल्ली नगर निगम

ANNEXURE - C

23/9/08

23/9/08

(LPS in file cover)

6119

MUNICIPAL CORPORATION OF DELHI  
(C&C DEPARTMENT)  
TOWN HALL: DELHI.

23/09/08  
23/09/08

No.F.33/Corporation/UDC-1/ 1655 IC&C

Dated: 22/9/08

A copy of the Corporation Resolution No. 359 dated 8/9/08 received from the Municipal Secretary Office, M.C.D. is forwarded for further necessary action.

The relevant file Original/Duplicate of the case is also attached.

The relevant file of the case has not been received in this office.

The relevant file of the case has already been collected

By \_\_\_\_\_ on \_\_\_\_\_

Adil. C. (S&T)

Ramesh  
Administrative Officer (C&C)

दिनांक 8-9-2008 को हुई नगर निगम की सभे में

2321  
238tc  
File No. 1012008 (58)  
समा

प्रस्ताव संख्या 359 की प्रतिलिपि।  
गद संख्या

**Item No. 11 :— To review the scheme for regularisation of unauthorised occupants in commercial stalls/tharas/shops allotted under special component plan resolved by Corporation vide Resolution No. 318 dated 10-9-2001.**

(i) Commissioner's letter No. F. 33/Slum & JJ/112/C&C dated 23-4-2008.

The Corporation vide Resolution No. 318 dated 10-9-2001 has approved the proposal for regularisation of unauthorised occupants in commercial stalls/tharas/shops allotted under SCP AID to urban poor as recommended by the Standing Committee as contained in Commissioner's letter dated 30-10-2000 without mentioned the condition to review the scheme after six months. But Improvement & Development of Slum Colonies, Khatras and Harijan Basties, Committee vide Resolution No. 70 dated 9-4-2001 and Standing Committee vide Resolution No. 316 dated 25-7-2001 have resolved with the condition that entire scheme will be reviewed after six months. (Annexure-I) on the specific issue there has been some difference of opinion between the Finance and Law Deptt. of Slum & J.J. Department.

The Finance Wing is of the opinion that the scheme require review after six months as observed by Standing Committee though not mentioned by the Corporation, while passing the said resolution.

But the Law Section has opined that since MCD has taken a decision to regularise unauthorised occupants/purchaser by charging cost four times of the original cost upto December, 2001 further extended upto 31-3-2002 (Annexure-II) and thereafter the said cost shall be inflated by 10% after every two years, the question of six months review is resolved in itself.

The view expressed by the Law Section seems to be justified. However, considering the phenomenal increase in property prices in entire Delhi, it is proposed that instead of 10% increase in two



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years after March 2002, we propose to charge 10% (compoundable) every year on four times of the original cost. Further we may consider such cases for mutation only after clearance of the pending dues in those cases.

The abovesaid resolution is also silent in respect of competency of an officer to approve these cases of regularisation. However, the LO(S) has given his opinion that Director may be allowed to approve such cases, which is also required to be seen by the Competent Authority.

Therefore, the matter may kindly be placed before the Improvement & Development of Slum Colonies, Katras & Harijan Basties Committee/Standing Committee/Corporation for consideration and approval.

**ANNEXURE 'A'**

**Copy of the Resolution No. 318 of the Ordinary September (2001) Meeting of the Corporation held on 10-9-2001**

Item No. 4 :— Regularisation of unauthorised occupants in Commercial Stalls/Tharas/Shops allotted under Special Component Plan Aid to other Urban Pooors.

(i) Commissioner's letter No. F. 33/Slum & JJ/1440/C&C dated 30-10-2000.

Slum & JJ Department, while it was part of Delhi Development Authority, on behalf of Directorate of Scheduled Castes/Social Welfare Department and Land & Building Department, Delhi Govt. launched a scheme in early eighties relating to construction of stalls/tharas and shops containing standard size of 48 sq. ft. with a view to providing stable employment opportunities to the urban pooors namely, scheduled caste families as well as economically weaker sections belonging to the other castes. These shops/stalls were constructed in JJ Resettlement Colonies and Slum Rehabilitation Colonies for providing income generating assess to urban pooors so that these urban pooors are in position to have regular source of income.

2. The list of colonies where such commercial units along with their numbers were constructed during the period 1980 onwards are indicated in a tabulated statements (Annexure-I). The cost chargeable from the beneficiaries is also given in Annexure-I for ready reference. Approx. 8000 such commercial stalls/tharas and built-up shops were established in different parts of Delhi. The scheme, in question, was appreciated by the public/elected public representatives as it had acted as source of income for urban poor.

3. As per instruction of Delhi Govt. all these shops/stalls/tharas including the shops earlier allotted on licence fee basis had been allotted on leasehold rights. According to the framework of scheme, the beneficiaries were given the choice to deposit the cost of aforesaid commercial units on instalment basis running into fifteen years.

4. The resources were provided by Delhi Govt. out of plan resources and out of special central assistance for providing additional support in operation of scheme of special component plan for scheduled castes. The details of funds received from Delhi Govt. and refunded under special component plan for scheduled castes, as per direction of Ministry of Home Affairs are given in Annexure-II for ready reference.

5. It has been noted that over the years, good amount of massive change of hands has taken place in occupancy status of commercial shops/stalls & tharas allotted to the urban pooors by Slum & JJ Department. Original allottees of these commercial assets have disposed of their units under power of attorney system and facts of occupancy of such units by unauthorised persons are not available in records of Slum & JJ Department. In order to know the magnitude of the problem of change of hand in aforesaid commercial units survey has been carried out by Slum & JJ Department in colonies like Nand Nagri, New

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Seemapuri, Old Seemapuri, New Seelampur, Old Seelampur, Gokulpuri, Trilokpuri, Kalyanpur, T. puri, Dakshinpur, Madangir, Kalkaji, Nehru Nagar, Sunlight Colony, Moti Bagh, Madipur, New Moti Nagar, Sangam Park, Mangolpuri, Jahangirpuri, Aruna Colony, Wazirpur etc. and for other left out colonies it is in progress. The findings of the survey in respect of illustrated colonies mentioned above are given below —

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7. The present occupants will be, taken into assets allotment register and records of Slum & JJ Department. The documents requiring to be seen by the functionaries while admitting change of hands are power of attorney, copy of original letter of allotment, agreement to sell, possession slip, photographs of the occupant, identity card issued by Election Office, two passport size photographs, telephone/electricity bill if any. The charging of four times will continue up to December, 2001 and in subsequent years the dues, to be charged, will be inflated by 10% of the four times dues to be obtained or the costs after every two years. Those occupants who don't apply under this programme/scheme there will be no choice with the Slum & JJ Department except to charge the commercial license fee. Any encroachment of additional adjacent land, the occupants will have to pay damages as approved by MCD without any right/title of land. This facility will not apply to those who have amalgamated the individual shop unit. The recoveries will be accounted for in the respective Head of Account on the basis of location of the units.

8. The aforesaid proposal is placed before Slum Committee/Standing Committee/Corporation for their consideration and approval.

ANNEXURE-III

Statement showing the occupation status of occupants of stalls, shops in various SCP Market as survey conducted recently

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	(d) Block near Gagan	4	9	31	44
		(51)			

234/c

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(b) Fish Market	8	34	—	42
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11. Kalkaji	7	44	9	60
12. Nehru Nagar	4	85	41	130
13. Sunlight	20	56	16	92
14. Kilokri	2	6	—	8
15. Moti Bagh	4	7	3	16
16. Madipur				
(a) Super Bazar	4	51	46	101
(b) Bus Stand	15	76	19	110
(c) Paschim Puri Chowk	2	31	21	54
(d) Cement Store	2	11	3	16

17. New Moti Nagar	—	10	4	14
18. Inderlok	1	42	9	52
19. Sangam Park	10	27	9	46
20. Inderpuri	—	26	16	42
21. Chaukhandi	13	79	10	102
22. Mangolpuri				
(a) Block-B	2	32	20	54
(b) Block-D	10	33	5	48
(c) Block-S-I	3	33	20	56
(d) Block-S-II	1	30	25	56
(e) Block-N	5	64	59	128
(f) Near Sanjay Gandhi Hs	4	98	178	280
23. Jahangir Puri :				
(a) Block-E-4	—	1	5	6
(b) Block-E-4 (12)	—	4	8	12
(c) Block-I.SC (Ref.)	—	20	30	50
(d) Block-B-III	14	95	67	176
(e) Block-B-III (Res.)	—	34	26	60
(f) Block-G-I (Res.)	—	18	53	71
(g) Block-G-I	3	42	32	77
(h) Block-E-4	1	13	46	60
24. Aruna Colony	10	38	32	80
25. Shakur Pur				
(a) Block-M	14	122	62	198
(b) Block-G	13	45	74	132
26. Wazirpur	5	38	42	85
27. Ranjeet Nagar	—	16	9	25
28. Khyala	18	118	53	189
29. Tilak Nagar				
(a) UG Tank	2	2	1	5
(b) Harijan Basti	2	5	11	18
	375	2443	1857	4675

2326

ANNEXURE-II

Sample calculation of unearned increase in no cost of Land of stalls at Tilak Nagar

Size	=	4.41m <sup>2</sup>
Cost of stall	=	Rs. 9,900/-
Current L&DO rate	=	@ Rs. 14,490/- per sqm.
Value of land	=	4.41 × Rs. 14,490/-
	=	Rs. 63,900/- (A)
Prem. already paid	=	Rs. 1,530/- (B)
(A - B)	=	Rs. 62,370/-
I. 50% unearned increase	=	Rs. 31,185/-
II. 4 times the cost of stall	=	4 × Rs. 9,900/-
	=	Rs. 39,600/-Annexure-I

ANNEXURE-1

A complete list of Stalls/Shops/Open Platforms of S.C.P. Market constructed under S.C.P. Scheme

S. No.	Name of the colony block wise	Total No. of stalls/shops	Modes of allotment			Total cost of stalls/shops per unit (in Rs.)	Size of stalls/shops	Type of structure
			By the survey release scheme	Under registration scheme	Transfer to Social Welfare Deptt.			
1.	New Seemampur							
	(i) Block-G	127	30	47	—	—	6'x8'	Stalls
	(ii) Block-D	33	33	—	—	—	6'x8'	Stalls
2.	Old Seemampur (near Bus Stand)	210	138	43	—	29	6'x8'	Stalls
3.	New Seemampur							
	(i) Fish Market	42	42	—	—	—	6'x8'	Tharas
	(ii) Veg. Market	82	82	—	—	2	6'x8'	Tharas
4.	Himmat Puri							
	(i) Block-36	138	21	82	—	35	6'x8'	Shops
	(ii) Block-34	62	—	62	—	—	6'x8'	Shops
5.	Kalyan Puri Block-18	60	12	51	—	6	6'x8'	Shops
6.	Nand Nagar							
	(i) Near Gan Cinema	44	—	44	—	—	6'x8'	Shops
	(ii) Block E-4	68	68	—	—	—	6'x8'	Shops
	(iii) Block E-2G	132	127	3	—	2	6'x8'	Shops
	(iv) Block-M	65	25	20	—	20	6'x8'	Shops
7.	Tritoc Puri							
	(i) Block-36	102	100	—	—	2	6'x8'	Stalls
	(ii) Block-10	124	78	5	—	29	6'x8'	Open Platform

231/c

930/c

No.	Ward	Area	Population	Shops	Stalls	Open platform	Shops for S.W.D.
1	Hastal	77	51	7	6' x 8'	Shops	6,700/-
2	Gekal Puri	51	—	1	6' x 8'	Shops	10,100/-
3	Sangan Park	51	—	5	6' x 8'	Stalls	9,000/-
4	Jwala Puri	50	43	5	6' x 8'	Stalls	6,300/-
5	Trilok Puri	186	176	10	6' x 8'	Stalls	6,000/-
6	(i) Block-4	100	100	—	6' x 8'	Stalls	6,000/-
7	(ii) Block-20	85	85	—	6' x 8'	Stalls	Not available
8	Wazirpur	35	—	13	6' x 8'	Stalls	5,900/-
9	Rajjit Nagar, D-Block	70	—	8	6' x 8'	Shops	15,300/-
10	Inderkok	118	—	90	6' x 8'	Stalls	8,000/-
11	Tilak Vihar	73	—	41	6' x 8'	Stalls	9,900/-
12	(i) Near Gurudwara	128	—	123	6' x 8'	Open platform	8,000/-
13	(ii) Near Hanujan Basti	33	2	—	6' x 8'	Shops	10,500/-
14	(iii) Near U.G. Tank	2	—	—	—	Kiosks	—
15	New Moti Nagar	56	55	1	6' x 8'	Stalls	6,500/-
16	Pan Shop	56	48	2	6' x 8'	Stalls	6,500/-
17	Mangolpuri	61	61	—	6' x 8'	Stalls	6,500/-
18	(i) Block S-I	328	147	9	6' x 8'	Stalls	6,500/-
19	(ii) Block S-II	128	121	2	6' x 8'	Stalls	6,500/-
20	(iii) Block U/C	48	48	—	6' x 8'	Stalls	6,500/-
21	(iv) Block-C	168	—	1	6' x 8'	Shops	23,210/-
22	(v) Block-N	402	184	115	6' x 8'	Shops	12,800/-
23	(vi) Block-Y	54	54	—	6' x 8'	Stalls	6,500/-
24	(vii) Behind Police Station	47	45	—	6' x 8'	Stalls	13,300/-
25	(viii) Near Sanjay Gandhi Hospital	—	—	—	—	—	—
26	(ix) Block-B	—	—	—	—	—	—
27	(x) Block-D	—	—	—	—	—	—

229/c  
229/c

19. Chaukhandi	102	101	1	—	—	—	—	—	13,300/-	6' x 8'	Stalls
20. Khyala	214	184	4	—	—	—	—	—	9,700/-	6' x 8'	Stalls
21. Shakurpur	198	191	—	—	—	—	—	—	9,400/-	6' x 8'	Shops
(i) Block-M	132	132	—	—	—	—	—	—	Not available	Yet to be decided	Stalls
(ii) Block-G											
22. Sultaupuri	112	21	77	—	14	—	—	—	11,500/-	6' x 8'	Shops
(i) Near Hr. Sec. School	98	95	—	—	5	—	—	—	6,900/-	6' x 8'	Stalls
(ii) Block-E	6	—	6	—	—	—	—	—	24,216/-	6' x 8'	Shops
(iii) Block-E&F	167	157	—	—	10	—	—	—	6,900/-	6' x 8'	Stalls
(iv) Block-C	43	24	—	—	19	—	—	—	6,900/-	6' x 8'	Stalls
(v) Block-C-II											
23. Raghur Nagar	130	128	—	—	—	—	—	—	5,600/-	6' x 8'	Stalls
(i) Block-E	6	—	—	—	—	—	—	—	2,750/-	6' x 8'	Open platform
(ii) Block-Hoc Mix Plant	106	97	2	—	1	—	—	—	5,600/-	6' x 8'	Stalls
(iii) Block-A & D	23	22	—	—	—	—	—	—	5,600/-	6' x 8'	Stalls
(iv) Block-C	64	2	54	—	5	—	—	—	20,790/-	6' x 8'	Shops
(v) Block-E Ext	75	69	—	—	—	—	—	—	Not available	Yet to be decided	Stalls
(vi) Tigr.											
24. Madangir	144	81	—	—	53	—	—	—	4,330/-	Open	Yet to be decided
(i) Near Ganda Nallah	14	—	—	—	—	—	—	—	Not available	Open platform	Yet to be decided
(ii) Laxmi Market											
26. Dakshin Puri	38	33	—	—	2	—	—	—	Not available	Yet to be decided	Stalls
(i) Block No. 14	78	62	2	—	8	—	—	—	Not available	Yet to be decided	Stalls
(ii) Block-6											



22A/C

Block No.	Area	No. of Plots	No. of Buildings	Area of Buildings (sq. ft.)	Area of Plots (sq. ft.)	Value of Buildings (Rs.)	Value of Plots (Rs.)	Area of Buildings (sq. ft.)	Area of Plots (sq. ft.)	Value of Buildings (Rs.)	Value of Plots (Rs.)	Remarks
27	(iii) Block No. 10	93	74	—	19	16,700/-	6' x 8'	Shops				
28	(iv) Block-G	209	1	284	4	9,061/-	6' x 8'	Stalls				
29	Near Vard Cinema	164	149	9	4	16,700/-	6' x 8'	Shops				
30	Vard Cinema	164	—	102	—	9,000/-	6' x 8'	Stalls				
31	Kalkaji	60	—	60	—	11,600/-	6' x 8'	Stall				
32	Neeru Nagar	156	119	1	6	11,954/-	6' x 8'	Stalls	31*			*Court case
33	Sealight Colony	123	—	91	—	10,600/-	6' x 8'	Stalls				
34	Kilobari	8	—	6	—	6,900/-	6' x 8'	Stalls				
35	Moti Bagh	16	1	13	—	Not available	Yet to be decided					
36	Manglapuri	28	23	—	5	12,700/-	6' x 8'	Stalls				
37	(i) Block-A	45	7	32	4	5,700/-	6' x 8'	Stalls				
38	Inderpuri	77	72	—	5	10,400/-	6' x 8'	Shops				
39	Jahangirpuri	77	1	75	1	6,400/-	6' x 8'	Stalls				
40	(i) Block G-1	176	8	153	13	6,400/-	6' x 8'	Stalls				
41	(ii) Block B-III	73	73	—	—	10,400/-	6' x 8'	Shops				
42	(iv) Block B-III	57	49	—	1	34,200/-	6' x 8'	Shops				
43	(v) Block-L.S.C.	41	—	41	—	6,400/-	6' x 8'	Stalls				
44	(vi) Block B-1	60	—	—	—	10,400/-	6' x 8'	Shops				
45	(vii) Block E-4	72	12	—	—	10,400/-	6' x 8'	Shops				
46	(viii) Block E-4	6	6	—	—	4,900/-	6' x 8'	Shops				
47	(ix) Block E-4	57	10	70	7	7,300/-	6' x 8'	Shops/Stalls				
48	Aruna Colony	101	—	101	—	7,200/-	6' x 8'	Stalls				
49	Madipur	54	—	52	—	7,200/-	6' x 8'	Stalls				
50	(i) Super Bazar	110	—	110	—	7,200/-	6' x 8'	Stalls				
51	(ii) Paschimurpuri	16	—	16	—	7,200/-	6' x 8'	Stalls				
52	(iii) Bus Stand	73	—	73	—	7,200/-	6' x 8'	Stalls				
53	(iv) Cement Store	—	—	—	—	—	—	—				
54	(v) Block-E	—	—	—	—	—	—	—				

(vi) Kiosks	3	—	—	—	—	—	—	—	7,200/-	6' x 8'	Kiosks	
(vii) Block-L.S.C.	88	2	47	14	4	—	—	—	53,500/-	6' x 8'	Stalls	
57. Narajloi	45	45	—	—	—	—	—	—	6,400/-	6' x 8'	Stalls	
(i) Block-Y	38	28	9	—	—	—	—	—	6,400/-	6' x 8'	Stalls	
(ii) Phase-I (N.P.P.)	36	—	36	—	—	—	—	—	6,400/-	6' x 8'	Stalls	
(iii) Phase-II	9	9	—	—	—	—	—	—	9,400/-	6' x 8'	Stalls	
(iv) Near Rohtak Road	20	—	—	—	30	—	—	—	—	6' x 8'	Shops	
38. Shahibad-Daulapur	7781	4819	1870	86	820	149	6	—	—	—	—	
Total												*31 under dispute

(ii) Resolution No. 70 of the Special (Imp. & Dev. of Slum Colonies, Katras and Harijan Basties) Committee dated 9-4-2001.

Resolved that it be recommended to the Corporation through the Standing Committee that the proposal as contained in Commissioner's letter No. F. 33/S&JJ/1440/C&C dated 7-12-2000, be approved.

Resolved further that the entire scheme will be reviewed after six months.

(iii) Resolution No. 316 of the Standing Committee dated 25-7-2001.

Resolved that it be recommended to the Corporation that as recommended by the Special (Improvement & Development of Slum Colonies, Katras & Harijan Basties) Committee vide its Resolution No. 70 dated 9-4-2001, the proposal as contained in Commissioner's letter No. F. 33/S&JJ/1440/C&C dated 30-10-2000, be approved.

Resolved further that the entire scheme be reviewed after six months.

Resolved that as recommended by the Standing Committee vide its Resolution No. 317 dated 25-7-2001, the proposal of the Commissioner as contained in his letter No. F. 33/S&JJ/1440/C&C dated 30-10-2000, be approved.

Resolution No. 318

22/2/01

226/c

(ii) Resolution No. 10 of the Special (Imp. & Dev. of Shum Colonies, Katras and Harijan Basties) Committee dated 24-6-2008.

संकल्प किया गया कि स्थायी समिति के माध्यम से सिफारिश की जाए कि आयुक्त के पत्र क्रमांक एफ-33/ससम एवं जे.जे./112/स एवं स दिनांक 23-4-2008 में यथा सन्निहित प्रस्ताव को स्वीकृति प्रदान की जाए।

(iii) Resolution No. 371 of the Standing Committee dated 13-8-2008.

Resolved that it be recommended to the Corporation that as recommended by the Special (Improvement & Development of Shum Colonies, Katras and Harijan Basties) Committee vide its Resolution No. 10 dated 24-6-2008, the proposal of the Commissioner as contained in his letter No. F. 33/S&J/112/C&C dated 23-4-2008, be approved.

Resolution No. 359 Resolved that as recommended by the Standing Committee vide its Resolution No. 371 dated 13-8-2008, the proposal of the Commissioner as contained in his letter No. F. 33/S&J/112/C&C dated 23-4-2008, be approved.

सत्य प्रतिलिपि  
अधीक्षक  
सचिव कार्यालय  
दिल्ली नगर निगम

Urgent Business No. 32

Subject :- Implementation of Policy of Conversion of Commercial Properties transferred from GOI (L&DO)/Dte. Of Estates) to erstwhile MCD.

and

Item No. 23 :- Corrigendum to Item No. 48-Agenda for Meeting of the Standing Committee held on 05-03-2013 regarding implementation of policy of conversion of Commercial Properties transferred from GOI (L&DO)/Dte. of Estates) to erstwhile MCD.

(clubbed together)

Shri Subhash Arya moved and Shri Rajesh Gehlot seconded the following motion :-

Resolution No. 252 Resolved that as recommended by the Standing Committee vide its Resolution No. 243 dated 05-3-2013 proposal of the Commissioner as contained in his letter No. F. 33/L&E/SDMC/524/C&C dated 15-2-2013 regarding implementation of Policy of Conversion of Commercial Properties transferred from GOI (L&DO)/Dte. of Estates) to erstwhile MCD as detailed in the aforesaid letter, be approved after making the rectifications as proposed by the Commissioner in his letter No. F. 33/L&E/SDMC/712/C&C dated 18-3-2013 in the illustrations mentioned in the letter No. F. 33/L&E/SDMC/524/C&C dated 15-02-2013.

The motion was carried.

Urgent Business No. 33

Subject :- Regarding proposal for creating new sites for booking for marriages etc. and approval of revision of rates and process of park booking etc.

Shri Subhash Arya moved and Shri Rajesh Gehlot seconded the following motion :-

Resolution No. 253 Resolved that as recommended by the Standing Committee vide its Resolution No. 244 dated 05-3-2013 proposal of the Commissioner as contained in his letter No. F. 33/Hort/SDMC/516/C&C dated 15-2-2013 regarding proposal for creating new sites for booking for marriages etc. and approval of revision of rates and process of park booking etc. as detailed in the aforesaid letter, be approved with the following amendments :-

1. The parks and other sites shall be booked at the existing rates and hence no increase in the rates for booking of parks and other sites.
2. Park situated at Nanakpura Village be booked @ Rs. 4,000/- per booking.

The motion was carried.

Urgent Business No. 32

Subject :— Implementation of Policy of Conversion of Commercial Properties transferred from GOI (L&DO/Dte. of Estates) to erstwhile MCD.

(i) Commissioner's letter No. F. 33/L&E/SDMC/524/C&C dated 15-2-2013.

The Govt. of India, in 2006 by virtue of a Cabinet Decision, transferred the markets hitherto under the control and management of L&DO and Directorate of Estates to the local bodies viz. MCD and NDMC vide a Gazette Notification dated 24-3-2006. The total number of markets transferred was 79 (L&DO and DOE) out of which 38 fall under South Delhi Municipal Corporation. There are 1252 shops which are on leasehold basis; 392 shops which are license fee basis out of which 352 shops in markets such as Mohammadpur Shopping Complex, Lodi Road Complex I & II, M.B. Road, Pushpa Vihar, Sec. I to IV Markets, HUDCO Place, Sadq Nagar Market and Y-shaped Bldg. near ITO, which as per the Cabinet Decision, 2000, of GOI, do not come under the purview of conversion as these markets have been listed as non-ownership markets. Besides these, there are 803 shops which have already been conferred ownership rights of the DOE in whose case lease deeds are to be executed and also shops which are still on licence fee basis to whom ownership rights are to be conferred.

In the above mentioned notification of GOI, it is stated that these markets are being transferred to the local bodies for further control and management including performing administrative functions such as allotment, cancellation, regularization in favour of a legal heir, in favour of a sub-lettee or partner, restoration, mutual exchange, grant of ownership rights, conversion from licence to leasehold, lease administration functions as allotment, re-entry, grant of sale permission, mortgage permission, gift permission, levy of damages for unauthorized construction/misuse, conversion to freehold, etc. It also provides inter alia the applicability of Building Bye-laws where unauthorized construction exists in the premises or public govt. land is encroached upon. The guidelines of licence administrative are appended as Annexure-I and as regards guidelines for administrative of leasehold properties, the same shall be governed as per the terms and conditions enshrined in the Lease Deed.

The Town Planning Department has observed that the opinion of SE Bldg. (HQ) and Architecture Department be obtained in respect of regularization of unauthorized construction, as an issue was raised by the then Hon'ble Chairman, Standing Committee while maintaining, the standard designs are applicable and shall be taken into consideration while considering regularization of unauthorized construction.

Accordingly, the matter was referred to the SE (Bldg.), HQ and they agreed with the opinion of the CTP and desired that the opinion of Architecture Deptt. may also be obtained. The Architecture Deptt. is also of the view that the standard design with respect to these markets are applicable and shall be kept in mind while considering regularization of unauthorized construction. However, during further deliberations, it has been decided to allow unauthorized construction for the purpose of conversion from leasehold to freehold only to the extent where the unauthorized construction comes within the purview of compoundable deviations. Non-compoundable deviations shall be liable for demolition before consideration of the application for conversion to freehold. The issue shall be subject to scrutiny and action under the

existing municipal building by-laws which has been incorporated in the brochure which also contains Salient Features of the scheme as well as other terms and conditions (Annexure 'A').

As per GOI's policy, the process of conversion will comprise of two stages :—

1. Conversion from licence to leasehold (commercial units transferred from Dtc. of Estates/GOI) in respect of specified categories only.
2. Conversion from leasehold to freehold-conversion of leasehold properties (transferred from DOE & L&DO, GOI).

The first stage consists of :—

- (a) Grant of ownership rights to the existing licencees/shopkeepers of markets transferred to erstwhile MCD by GOI.
- (b) Conversion from licence to leasehold in respect of those shops to which the DOE has already conferred ownership rights (payment of Capitalized Value i.e. premium of land + cost of superstructure have been paid by them and nothing is outstanding against them towards Capitalized Value).
- (c) Conversion from licence to leasehold in respect of those shops to which the DOE had conferred ownership rights and where the shopkeeper had opted for payment of Capitalized Value in instalments through Hire Purchase Agreement, subsequently without having made full payment/any payment, transferred the shop to another individual, subject to payment of Capitalized Value along with interest and penalty as applicable.

Brochure has been prepared and got vetted by the Law Deptt. which has opined that—*"the scheme is only in respect of properties transferred to MCD vide Notification dated 24-03-2006 be included in the Brochure"* which has been incorporated in the brochure.

The Finance has observed that calculations as detailed in GOI's Brochure at Pages 14, 15 and Annexure 'A' be reproduced if the same is applicable. However, these pertain to residential properties and calculations pertaining to commercial properties as applicable have been incorporated in the brochure.

The Brochure can also be downloaded from South Delhi Municipal Corporation's official website by payment of Rs. 250/- from credit/debit card or obtained from the office of Deputy Commissioner, Land and Estate, South Delhi Municipal Corporation, 7th Floor Civic Centre, J.L.N. Marg, Delhi-110002 on payment of Rs. 250/- in cash.

#### PROCEDURE FOR GRANT OF OWNERSHIP RIGHTS BY SOUTH DMC :

The process will comprise of (i) inviting applications from the shopkeeper(s) in the prescribed proforma, (ii) issue of letters with the request for submission of requisite documents if deficiencies are there, (iii) scrutiny of the applications, (iv) inspection of site by the L & E officials in respect of those shops/units where the application/documents are complete in all respects, then (v) intimation of Capitalized Value payable along with arrears of licence fee, if any.

In case there is unauthorized construction/encroachment on Mpl/Govt. land, the application for grant of ownership rights shall be rejected and will be considered again only after the violations/ unauthorized construction/encroachments are removed.

Eligibility criteria for grant of ownership rights as laid down by the DOE/GOI shall be applicable to only following specific categories (only in respect of properties transferred to MCD vide Notification dated 24-3-2006) :—

- (a) The person who is an original allottee.
- (b) The person who has come into possession of the property by virtue of Partnership Deed/ Dissolution Deed entered into and exited prior to 31-8-2000.
- (c) An occupant/sub-lettee who is in occupation of the shop prior to 31-8-2000 but unable to produce a Partnership/Dissolution Deed-subject to submission of sufficient other documentary evidence such as IT Returns, Bank Account Statements and other business/ transaction records with respect to the shop.

The Law Dept., in this regard has observed as under :—

*"Licensee cannot transfer/sell the license as it is a personal right and non-transferable. In case there is a policy of conversion from license to leasehold, property in the hands of the original licensee shall be considered.."* These observations are not in consonance with the spirit of the GOI policy of conversion from License to Lease hold categories specified as 'a', 'b', and 'c' as above under the heading Eligibility criteria for grant of ownership rights shall only be considered for grant of ownership.

An another category has emerged, as in certain cases the original allottee has parted with the possession of the shop after having been granted ownership rights and having paid the Capitalized Value but where only the lease deed has not been executed. It is proposed to regularize such cases by charging one time lump sum payment from the shopkeeper i.e. regularization of shop in favour of Agreement to Sell/GPA holders. This relief is applicable to only those properties where the above criteria are fulfilled. Instances where the 'shop keeper has parted with the possession of the shop without conferring of ownership rights and not covered under categories as specified as 'a', 'b', and 'c' as above under the heading Eligibility criteria for grant of ownership rights shall not be entitled to this relief.

Such cases can be regularized for execution of lease deed by charging one time lump sum fee depending upon the category viz A, B, C, etc. into which a given locality/area falls. The minimum fee shall be Rs. 3.00 lacs (for Category-H) locality with an increase of Rs. 50,000/- to each higher category as detailed below on the analogy of Corpn. Resolution No. 21 dated 27-5-2011 followed by Circular No. D/AO(L&E)/2011-12/1902 dated 20-7-2011 in respect of MCD markets :—

Category-A	—	Rs. 5.50 lacs
Category-B	—	Rs. 5.00 lacs
Category-C	—	Rs. 4.50 lacs
Category-D	—	Rs. 4.00 lacs
Category-E	—	Rs. 3.75 lacs
Category-F	—	Rs. 3.50 lacs
Category-G	—	Rs. 3.25 lacs
Category-H	—	Rs. 3.00 lacs

A sum of Rs. 1,00,000/- (Rupees one lac only) shall be chargeable to each additional transaction.

For e.g. if a shop in R.K. Puram, which falls under Category D has changed hands twice, then the purchaser seeking regularization shall be required to pay a sum of Rs. 6.00 lacs (Rupees six lacs only) i.e. Rs. 5.00 lacs for the first change in hand and additional Rs. 1.00 lac for the subsequent transaction. This will not only augment the revenue of the Corporation on the one hand while streamlining these cases and lessening the administrative burden on the other. Upon payment of the aforesaid sum by the shopkeeper, the shop shall be regularized in his favour prior to execution of lease deed.

Upon grant of ownership rights, Capitalized Value (Premium of land + cost of superstructure) would be intimated to the shopkeeper(s). Draft letter for grant of ownership rights and other related forms/letters are available in Brochure.

Payment may be made by the licencees/shopkeepers either in lump sum or in 6 (six) half-yearly instalments. Where the shopkeeper opts to make payment in instalment, a hire purchase agreement in the prescribed form shall be executed between the department and the shopkeeper. The first instalment shall be 25% of the Capitalized Value i.e. cost of land plus cost of superstructure while the remaining 75% of the Capitalized Value shall be payable in five equated instalments along with interest @ 15% p.a. Copy of Hire Purchase Agreement executed between DOE and the shopkeeper is available in brochure.

Where the premises/unit is part of a multi-storeyed structure i.e. where the ground floor of the building comprises of shops and the upper floors consist of Commercial/residential flats, the amount arrived at by multiplying the area of the shop with applicable land rates (current circle rates), the premium of land is divisible by the number of floors as was done by the DOE/L&DO.

For example, if the shop situated in R.K. Puram Market measures 10 sqm. the applicable land rate is, say Rs. 6,13,800/- per sqm. and the cost of superstructure works out to say Rs. 50,000/- (after applicable depreciation), the shop is part of a two-storeyed building, then the Capitalized Value shall be :-

(a) where the shop/unit is part of a single storeyed structure :-

Area of the Shop	:	10 sqm.
Locality	:	R.K. Puram
Category (as per Circle Rates)	:	B
Circle Rate applicable	:	Rs. 2,04,600/- per sqm. (res.) —for Commercial, the rate chargeable is three times the base rate i.e. $204600 \times 3 = \text{Rs. } 4,90,200/- \text{ per sqm.}$
Factor	:	1.
Land Rate Chargeable	:	Rs. 3,13,800/- per sqm.
Premium of Land	:	Rs. 61,38,000/-
Cost of superstructure	:	Rs. 50,000/-
Capitalized Value Payable	:	<u>Rs. 61,88,000/-</u>



(b) Where the shop/unit is part of a two-storeyed structure i.e. ground floor-shop whereas the upper floor comprises of residential flats :-

Area of the Shop	:	10 sqm.
Locality	:	R.K. Puram
Category (as per Circle Rates)	:	B
Circle Rate applicable	:	Rs. 2,04,600/- per sqm. (res.) —for Commercial, the rate chargeable is three times the base rate i.e. $136400 \times 3 = \text{Rs. } 6,13,800/-$ per sqm.
Factor	:	2/3- Commercial ; 1/3 Residential.
Land Rate Chargeable	:	$2/3 \times 409200/-$ per sqm. i.e. 2,72,800/-
Premium of Land	:	Rs. 27,28,000/-
Cost of superstructure	:	Rs. 50,000/-
Capitalized Value Payable	:	<u>Rs. 27,78,000/-</u>

(c) Where the shop/unit is part of a two-storeyed structure i.e. ground floor-shop whereas the upper floor comprises of commercial flats :

Area of the Shop	:	10 sqm.
Locality	:	R.K. Puram.
Category (as per Circle Rates)	:	B
Circle Rate applicable	:	Rs. 1,36,400/- per sqm. (res.) —for Commercial, the rate chargeable is three times the base rate i.e. $136400 \times 3 = \text{Rs. } 4,09,200/-$ per sqm.
Factor	:	1/2- Commercial ; 1/2 Residential.
Land Rate Chargeable	:	$1/2 \times 409200/-$ per sqm. i.e. 2,04,600/-
Premium of Land	:	Rs. 20,46,800/-
Cost of superstructure	:	Rs. 50,000/-
Capitalized Value Payable	:	<u>Rs. 20,96,000/-</u>

*The above illustrations are purely indicative in nature and the Circle/Land Rates prevailing as an date of conversion, shall be applicable.*

The calculations shown above are on the basis which the DOE/L&DO has worked out the Capitalized Value at the time of conferring ownership rights to a shopkeeper.

Upon payment, the shopkeeper is required to submit the application for execution of lease deed along with prescribed documents such as Affidavit, Undertaking and Indemnity Bond, copy of site/key plan, ID Proof and occupancy proof. Site will be inspected to know as to whether there is

unauthorized construction/encroachment on Govt./Mpl. Land, if any, by the officials of Land & Estate Department and photographs shall be taken and placed on record while presenting the case for approval. Instances where unauthorized construction/encroachment is found, the request/application for execution of lease deed shall be rejected and will be considered only where the deficiencies have been rectified and that too not after two months.

In cases where application is complete in all respects, proposal shall be put up before the competent authority i.e. Dy. Commissioner/ADC, for approval. After approval, lease deed shall be executed by Addl. Dy. Com/Asst. Commissioner and handed over to the shopkeeper for payment of stamp duty with the Collector of Stamps and subsequently for registration of the same with the area Sub-Registrar.

The entire process shall take at least 4 (four) months provided the shopkeeper makes the payment of CAPITALIZED VALUE in lump sum. Cases where the shopkeeper makes payment in instalments, no specific time frame can be given. However, after receipt of whole payment, the above mentioned process will be followed :—

**LIST OF MARKETS WHICH ARE TO BE COVERED UNDER THE SCHEME OF CONVERSION**

S No.	Name of Market	Zone	Total No. of Properties	Status
1.	Ansari Market, Darya Gani	CNZ	107	Lease
2.	Central Market, LPN	CNZ	241	Lease/Freehold
3.	Jung Dura, Masliid Rd.	CNZ	40	Lease/Freehold
4.	Sewa Nagar Market	SZ	72	Lease
5.	Tilak Nagar, New Market	WZ	78	Lease
6.	Tilak Nagar, Old Market	WZ	41	Lease
7.	Defence Colony Market	CNZ	49	Lease
8.	Kalkaji Market	CNZ	60	Lease/Freehold
9.	Jungpura Market	CNZ	32	Lease/Freehold
10.	Tihar-I Market, Subhash Nagar	WZ	60	Lease
11.	Pushpa Market, LPN	CNZ	42	Lease/Freehold
12.	Krishna Market, LPN	CNZ	56	Lease/Freehold
13.	Malviya Nagar Market	SZ	48	Lease
14.	Sunder Nagar Market	CNZ	34	Lease/Freehold
15.	Nizamuddin West	CNZ	20	Lease/Freehold
16.	Nizamuddin East	CNZ	19	Lease/Freehold
17.	Nizamuddin Extn.	CNZ	19	Licence/Lease/Freehold
18.	Mehar Chand Market,	CNZ	152	Licence/Lease/Freehold
19.	R.K. Puram, Sec.-I,	SZ	48	Licence/Lease

20.	R.K. Puram, Sec.-II,	SZ	48	Licence/Lease
21.	R.K. Puram, Sec.-III,	SZ	45	Licence/Lease
22.	R.K. Puram, Sec.-IV,	SZ	49	Licence/Lease
23.	R.K. Puram, Sec.-V,	SZ	41	Licence/Lease
24.	R.K. Puram, Sec.-VI,	SZ	41	Licence/Lease/Freehold
25.	R.K. Puram, Sec.-VII, C-1	SZ	20	Licence/Lease
26.	R.K. Puram, Sec.-VII, C-2	SZ	20	Licence/Lease
27.	R.K. Puram, Sec.-VIII,	SZ	64	Licence/Lease/Freehold
28.	R.K. Puram, Sec.-IX	SZ	12	Licence/Lease
29.	R.K. Puram, Sec.-XII	SZ	48	Licence/Lease/Freehold
30.	R.K. Puram, Site-D	SZ	50	Licence
31.	Kasturba Market	SZ	59	Lease/Licence
32.	Nanak Pura	SZ	90	Lease/Licence
33.	Nanak Pura, South Moti Bagh	SZ	105	Licence/Lease/Freehold
34.	Pratap Mkt. Jungpura,	CNZ	40	Lease/Freehold
35.	Guru Nanak Mkt., LPN	CNZ	32	Lease
36.	Amar Colony Mkt. LPN	CNZ	34	Lease/Freehold
37.	Lalooat Nagar, Ph.-IV (2-IV)	CNZ	18	Lease/Freehold
38.	Andrews Gani	SZ	38	Lease/Licence
39.	Srinivasa Puri	CNZ	123	Lease/Licence
40.	Sadiq Nagar Mkt.*	SZ	7	Licence
41.	M.B. Road, Sec.-II*	SZ	105	Licence
42.	M.B. Road, Sec.-IV*	SZ	83	Licence
43.	M.B. Road, Sec.-V*	SZ	15	Lease
44.	Vasant Vihar Shopping Com.*	SZ	46	Licence
45.	Lodhi Road Complex, C-1*	CNZ	31	Licence
46.	Lodhi Road Complex, C-1*	CNZ	33	Licence
47.	Y-Shape Building, ITO*	CNZ	05	Licence
48.	Pushpa Bhawan Shopping Complex* SZ		10	Presently under the occupation of EC and Maint. Div., Sz, MCD
49.	HUDCO Place*	CNZ	6	Licence
50.	Mohammadpur Shopping Complex* SZ		7	Licence
<b>Total</b>			<b>2539</b>	

\* Non-ownership markets (As per decision of GOI, these markets are not to be considered for grant of ownership rights).

In cases where the DOE had conferred ownership rights and the shopkeeper has made the payment of Capitalized Value along with applicable interest (in case of payment in installments partly with DOE and partly with MCD) in compliance of the Hire Purchase Agreement, the application/documents submitted shall be scrutinized, property will be inspected and case shall be processed only if no unauthorized construction/encroachment is found, otherwise, the application is liable to be rejected and the shopkeeper shall be intimated.

Instances where the allottee after having been conferred ownership rights on hire purchase basis and prior to clearance of dues has parted with possession/ownership status of the property can be considered for execution of lease deed subject to clearance of balance payment with interest and along with penalty as defined supra by relaxing the condition of conversion, cut-off date i.e. 31-8-2000.

#### PROCEDURE FOR CONVERSION FROM LEASEHOLD TO FREEHOLD :

In respect of the existing leasehold properties, the application for conversion shall be processed and Conveyance Deed shall be issued after approval of the competent authority, i.e. Deputy Commissioner/ADC in charge of L&E Deptt. subject to clearance of upto date ground rent and other dues and provided no unauthorized construction/encroachment in the premises. However in case of unauthorized construction site plan as on date prepared by a registered architect shall be obtained for assessment of damage charges. The applicant shall also furnish an undertaking to either get the compoundable deviations regularized or remove the same within stipulated period. Damages shall be charged up to June or December as the case may be. Encroachment on Govt./Mpl. Land shall not be allowed under any circumstances. The Conveyance Deed shall be signed by DC/ADC/AC (L&E).

Original Lessees are entitled for a 40% remission/rebate on conversion charges whereas others, who have come into possession by virtue of registered sale deed, are liable to pay Rs. 3,000/- (Rupees three thousand only) per annum for non-intimation of sale and are also liable to pay unearned increase wherever applicable in addition to conversion charges.

In fresh cases, the Lessee can apply for conversion to freehold after the prescribed period of 45 days from the date of registration of lease deed after purchasing the Brochure from the department. Those who had applied earlier need not apply again provided their documents were complete in all respects. The same application will be processed for issue of conveyance deed, stamping and registration. The date of receipt of the initial application will be the crucial date for calculation of Conversion Charges in cases where complete conversion charges along with processing fee and damages if any, as communicated, have been cleared.

Notwithstanding any unauthorized construction, the conversion to freehold is to be carried out subject to action on unauthorized construction and encroachments by respective DCs/SEs of concerned zones under the provisions of DMC Act and Building Byo-laws.

The damages shall be levied as under :-

$\text{Area} \times \text{Land Rate (of the corresponding period)} \times 10/100.$

The policies of DOE (for licenced properties) and L&DO for leasehold properties were first adopted vide Resolution No. 494 (policy for licenced properties of DOE) and Resolution No. 495 (policy for leasehold properties of L&DO) respectively in the year 2005. Later on, a single resolution encompassing the properties of DOE, L&DO and MCD was passed by the Corporation vide Resolution No. 294 dated 5-3-2007.

In the present proposal the properties transferred to erstwhile MCD by GOI vide Cabinet Decision dated 31-8-2000 and subsequent Gazette Notification dated 24-3-2006 shall be taken up and

MCD properties (other than those of DOE/L&DO) stand delinked as per decision of the then Hon'ble Mayor and Hon'ble Chairman, Standing Committee dated 24-8-2011. This is in consonance with the stand taken by Erstwhile MCD in various courts on this issue. Since administrative setup of Erstwhile MCD was different from that of L&DO/DOE, execution of various activities cannot be restricted in tune with various guidelines of L&DO/DOE.

Hence, in the interest of disposal of work, any administrative transaction may be carried out to the satisfaction of the competent authority within the executive frame work of the Land & Estate Department under the provisions of DMC Act, 1957.

As such form for grant of ownership rights on the lines of DOE/L&DO, GOI, required some modifications under the changed circumstances after their transfer to MCD. The terms and conditions duly vetted by the Law and Finance Departments have been incorporated in the Brochure accordingly.

In view of and subject to fulfillment of the above requirements, the following recommendations are made for approval of the competent authority with respect to :—

1. Implementation of policy of Conversion with respect to properties transferred from GOI i.e. :—
  - (i) Grant of ownership rights to existing licencees of GOI markets (to eligible categories elaborated above as under the heading "Procedure for Grant of Ownership Rights" for conversion from licence to leasehold;
  - (ii) Executing lease deed in respect of those shops/units to which the GOI has already conferred ownership rights by the GOI, where full payment of Capitalized Value (premium of land + cost of superstructure) has been received (for eligible categories elaborated above).
  - (iii) Carrying out conversion from leasehold to freehold with respect to leasehold properties.
2. Regularization of shops in favour of Agreement to Sell/GPA holders where the original allottee has parted with the possession of the shop after having been granted ownership rights. These shopkeepers after having made full and final payment towards the Capitalized Value have parted with possession of the shop.

The observations of Finance, Engineering, Architecture and Law Departments have been incorporated in the Brochure and as such the proposal may be placed before the Corporation routing through the Standing Committee for approval as an item of Urgent Business.

## MARKET

### INTRODUCTION :

The Directorate of Estates had 47 markets (Annexure 'A') in various Central Govt. colonies at Delhi. Out of these ownership was granted to 26 Markets at different points of time on the basis of Cabinet Decisions taken in the years 1978, 1989 & 2000. The remaining 21 are non-ownership markets (Sl. Nos. 27-47, Annexure 'A').

Ownership rights were conferred to the shopkeepers of the four rehabilitation markets in 1978, on concessional terms, as a measure of rehabilitation. No land premium was charged from them as the purpose was not to commercialize the transaction but to give as much benefit as possible to the allottees who were mostly displaced persons.

Subsequently, the Cabinet, in its meeting held on 20-10-89 decided to confer ownership rights to 10 more markets (Sl. Nos. 5-14, Annexure 'A'). Ownership in these 10 markets was offered after charging a percentage ranging between 50% to 80% of the premium for land, at the predetermined commercial rates notified and existing on the date of transfer for the locality/area where the shop is located, plus the present day replacement cost for the shop, minus depreciation. Besides this, they are to be charged annual ground rent @ 2.5% of premium of the land.

In the year 2000, the Cabinet, in its meeting held on 31-8-2000 decided to confer ownership rights to 122 more markets (Sl. Nos. 15-26, Annexure 'A'). Ownership in these 122 markets was offered after charging 100% premium for land, at the predetermined commercial rates notified and existing on the date of transfer for the locality/area where the shop is located, plus the present day replacement cost for the shop, minus depreciation. Besides this, they are to be charged annual ground rent @ 2.5% of premium of the land.

In terms of a policy made in 1996 pursuant of Hon'ble Supreme Court orders in Shiv Sagar Tiwari Vs Union of India, all vacant shops/stalls used to be allotted through open tender to the highest bidder.

Subsequently, in the year 2005 a new policy of auctioning of vacant shops was notified on 8-8-2005.

Meanwhile the Cabinet on 27-10-2005 decided to transfer all markets (except Cannught Place Market and INA Market Complex) earlier under the control of M/o-Urban Development to Local Civic Bodies i.e. NDMC and MCD on "as is where is basis". The transfer was made effective vide notification dated 24-3-2006. (Notification annexed). Accordingly all markets along with records have been transferred to the concerned local body (Annexure 'B').

#### ANNEXURE 'A'

Ownership Rights given to four rehabilitation markets in-1978 :

1. Sarojini Nagar Market
2. Pleasure Garden Market
3. Shankar (New Central) Market
4. Kamla Market

Ownership Rights being given to ten markets on the basis of cabinet decision dated 20-10-1989 :

5. Babu Market
6. Mehar Chand Market
7. Mohan Singh Market (L.N.A)
8. Ali Ganj Market
9. Sawa Nagar Market
10. Sector-VI, Market R.K. Puram
11. Sector-VIII, Market R.K. Puram
12. Sector-IX, Market R.K. Puram
13. Sector-XII, Market R.K. Puram
14. L.N.A. Platforms

Ownership Rights being given to twelve markets on the basis of cabinet decision dated 31-8-2000 :

15. Srinivaspuri market
16. Andrews Ganj market
17. Nanakpura market
18. Lancer Road
19. Sector-I, Market R.K. Puram
20. Sector-II, Market R.K. Puram
21. Sector-III, Market R.K. Puram
22. Sector-IV, Market R.K. Puram
23. Sector-V, Market R.K. Puram
24. Sector-VII, Market (Centre-I), R.K. Puram
25. Sector-VII, Market (Centre-II), R.K. Puram
26. Site-D Market, R.K. Puram

Remaining 21 Non-Ownership Markets :

27. Ring Road Market (Opp.) Nauroji Nagar
28. 'Y' Shape Building (I.P. Bhawan Market)
29. Janpath Market
30. Asia House
31. Minto Road
32. Hanuman Road
33. Lodhi Road Complex, Centre-I
34. Lodhi Road Complex, Centre-II
35. DIZ Area Market, B.K.S. Marg
36. Vasant Vihar Shopping Complex
37. Mohammadpur Shopping Complex
38. Sadiq Nagar
39. M.S.D Flats, Minto Road
40. Sector-I, Market M.B. Road
41. Sector-III, Market M.B. Road
42. Sector-III-A, Market M.B. Road
43. Sector-III-B, Market M.B. Road

44. Sector-IV, Market M.B. Road (Local Shopping Centre)
45. Sector-IV, Market M.B. Road (Convenient Shopping Centre)
46. Sector-V, Market M.B. Road
47. HUDCO PLAC

**Remaining Markets :**

32. Hanuman Road
33. Lodhi Road Complex, Centre-I
34. Lodhi Road Complex, Centre-II
35. DIZ Area Market, B.K.S. Marg.

**ANNEXURE 'B'**

**Markets earlier under the control of Directorate of Estates transferred to Local Bodies Transferred to MCD :**

1. Pleasure Garden Market
2. Kamla Market
3. Mehar Chand Market
4. Sewa Nagar Market, (Kasturba Nagar)
5. Srinivaspuri Market
6. Nanakpura Market
7. Lancer Road
8. Sector-I, Market R.K. Puram
9. Sector-II, Market R.K. Puram
10. Sector-III, Market R.K. Puram
11. Sector-IV, Market R.K. Puram
12. Sector-V, Market, R.K. Puram
13. Sector-VI Market R.K. Puram
14. Sector-VII, Market (Centre -I), R.K. Puram
15. Sector -VII Market (Centre -II), R.K. Puram
16. Sector-VIII, Market R.K. Puram
17. Sector-IX, Market R.K. Puram
18. Sector-XTT, Market R.K. Puram
19. Site-D, Mohan Singh Market, R.K. Puram
20. Lodhi Road Complex, Centre-I



21. Lodhi Road Complex, Centre-II
22. Vasant Vihar Shopping Complex
23. Mohamudpur Shopping Complex
24. Sadiq Nagar
25. Sector-I, Market M.B. Road
26. Sector-III, Market M.B. Road
27. Sector-III-A, Market M.B. Road
28. Sector-III-B, Market M.B. Road
29. Sector-IV, Market M.B. Road (Local Shopping Centre)
30. Sector-IV, Market M.B. Road (Convenient Shopping Centre)
31. Sector-V, Market M.B. Road.
32. 'Y' Shape Building (I.P. Bhawan Market)
33. Andrews Ganj Market
34. HUDCO Place
35. M.S.D. Flats Minto Road
36. Minto Road Hostel

**Transferred to NDMC :**

1. Sarojini Nagar Market
2. Shankar (New Central) Market
3. Babu Market
4. Ring Road Market (Opp.) Nauroji Nagar
5. Janpath Market
6. Asia House
7. Hanuman Road
8. DLZ Area Market, B.K.S. Marg.
9. Ali Ganj Market

**Not to be transferred :**

1. INA Subzi Platforms
2. Mohan Singh Market, INA

**MANUAL OF OFFICE PROCEDURE REGARDING MANAGEMENT OF  
CENTRAL GOVERNMENT MARKETS IN DELHI/NEW DELHI—  
REVISED UPTO SEPTEMBER, 2005**

**INTRODUCTION :**

1. Certain executive instructions for administration of markets, entitled "Instructions for administration of Markets" were issued by the Directorate of Estates in 1965 and provisions were made effective from 16-10-1965. Further instructions and orders were issued from time to time modifying earlier executive instructions as and when considered necessary. These modifications were incorporated in the Manual in 1977. Some further instructions/modifications have been issued during the last about 14 years which were included in the Manual of 1992. The Government has also desired that all Manuals should be updated. Hence, the present updated Manual.

2. The terms and conditions of allotment of shops, stalls, platforms and flats are as per the standard Licence Deed (Appendix I read with Appendix I-A) executed between the allottees and the President of India and which have to be read in conjunction with the instructions/orders contained in the present Manual. This Manual is strictly for "Office Use Only" does not confer any right on the allottees who are more strictly governed by the terms of the Licence Deed.

**3. ALLOTMENT/RE-ALLOTMENT/RESTORATION :**

- (a) (i) All vacancies shall be filled, as a rule, by inviting tenders from the public provided, however, that 22.5% of the vacancies shall be reserved for Scheduled Caste and Scheduled Tribe candidates and 3% of the vacancies shall be reserved for Physically Handicapped category. Applications shall be invited from these communities only in respect of this reserved quota and the allotments shall be made by draw of lots on payment of such economic rent as may be fixed by the Government from time to time and on fulfilling the requirements given in (b) below.

Provided further that only one shop be allotted to a family which would include self/husband, dependent father, mother, dependent son, daughter-in-law, unmarried daughter and that members of same family would not be allowed to secure any subsequent allotment of shops through any other business transactions such as partnership or purchase etc., (Office Orders No. 12/74 dated 27-4-1974 modified by Office Order No. 1/88 dated 9-8-1988-Appendix-II & III) ii. All offers of allotment of shops/flats etc., shall be made at the level of Deputy Director with prior approval of Director wherever considered necessary, especially in the cases of allotment on tender basis and in the prescribed Proforma. (Appendix-IV).

- (b) All allotments shall be made only on leave and licence basis. However, before the occupation slip is issued, the allottee shall have to :—
- (i) pay the full amount of security deposit equivalent to six months licence fee and licence fee for one month in advance;
  - (ii) execute a licence deed in the form prescribed (Appendix-I read with Appendix -I A) on a properly stamped paper; and
  - (iii) produce an affidavit giving the local as well as the permanent home address, sworn before a Magistrate I-Class and recent passport size photograph (s) also attested by a Magistrate I Class/Gazetted Officer.

- (c) All formalities in respect of allotment of shops, etc., shall be completed within 15 working days.
- (d) It has been decided by the Government that all the vacant shops under the control of Dte. of Estates will be disposed off through open auction as per O.M./Office Order No. DE/ MKT/Genl./Tender/2000 dated 8-8-2005. Appendix-III A.

4. CANCELLATION/REVOCATION OF LICENCE :

- (a) Without prejudice to the general power of cancellation of allotment/licence under Clause 2 of the Licence Deed, allotment/licence will be ordinarily cancelled on the following grounds :—
- (i) If licence fee is in arrears for a period of 2 months or more, provisions of Clause 13 of Licence Deed notwithstanding;
- (ii) Encroachment in any manner whatsoever contrary to the provisions of Clause 15 of the Licence Deed.
- (iii) If the verandah in front of the premises, compound, Lane/by-lane of the market is used by any unauthorized person with the implied/tacit connivance of the licensee or if the licensee puts up any hoarding, show-case, etc., or stacks any goods in the verandah, compound, lane/by-lane of the market or carried on any activity in the verandah, compound, lane/by-lane of the market which obstructs the normal movement of the customers or the other licensees or which causes nuisance to the other licensees vide clause 15 of the Licence Deed.
- (iv) Additions and alterations without prior written permission of the Directorate of Estates vide Clause 6 of the Licence Deed. Grant of written permission for additions/alterations shall be considered on the basis of the report/comments of the C.P.W.D. authorities not below the level of Assistant Engineer. However, no permission may be insisted upon in respect of wooden partitions/shelves etc., fixed inside the shop etc., by the allottees/licensees for the purpose of running their trade provided that it does not cause damage to the building or to the electric or sanitary installations and further provided that they are not considered objectionable by the C.P.W.D.
- (v) Introduction of any partner or transfer of possession of the full premises or any part thereof or if the allottee carries on business in the premises with any other person or assigns, transfers, changes or otherwise alienates his interest in the premises, vide Clause 8 of the Licence Deed.
- (vi) If the licensee permits the premises or any part thereof being used by any other person(s) for any purpose, whatsoever, without the previous consent in writing of the Licensor vide Clause 8 of the Licence Deed.
- (vii) In any of the cases covered by Clause 14 of the Licence Deed that is to say :—
1. If the licensee(s) being an individual or if a firm, any partner in the licensee firm, shall die, or at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or shall introduce a new partner or shall change the constitution of the partnership or if the firm be dissolved under the partnership Act; or

- II. If the licensee (s) being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or manager;
- (viii) If the licensee or any member of his family dependent on him builds/purchases his own or arranges for any other shop; commercial flats, etc., on rent/licence fee from any other source whatsoever vide Clause 12 of the Licence Deed;
- (ix) If the licensee uses the shop etc., for a trade other than a trade for which it has been allotted, without the prior written permission/ consent of the Directorate of Estates and Local/Municipal authorities whosoever needed;
- (x) If the licensee fails to comply with any instructions/directions/requirements of the Directorate of Estates such as production of affidavit indicating local/permanent home address sworn before a Magistrate 1-Class and passport size photograph duly attested by Magistrate 1-Class/Gazetted Officer etc.

In cases 4 (ii) to 4 (vi), 4 (viii), 4 (ix) and 4 (x), notice shall be served on the licensee, to show cause within 21 days of the date of issue thereof, as to why action for cancelling the allotment may not be taken. If the breach is removed by the licensee during this notice time, no action for cancellation may be taken against him. If the breach is not removed and after considering the cause, if any, shown by the licensee in pursuance of the said notice and any evidence which he may produce in support of the same and after giving him a reasonable opportunity of being heard, if the Assistant Director (Markets) is satisfied that the licensee has committed the breach, the allotment may be cancelled.

In case of 4 (I), a notice of demand may be sent to the licensee asking him to pay the arrears within 15 days of the receipt thereof failing which action for cancellation may be taken on the expiry of the said period. The Government may, without prejudice to its rights, by giving 30 days notice in writing to the licensee, determine the licence. In case of 4 (vii), the allotment will be cancelled straight away.

- (b) Procedure for making Enquires in case of Subletting :—Ref. Para 4 (a)(v) and (vi) *ibid* on receipt of a complaint/report regarding partial/full subletting or if subletting otherwise comes to the notice of the Directorate of Estates, and the Deputy Director In charge is *prima facie* satisfied as to the existence of subletting, a 15 days 'Show Cause Notice' shall be issued to the original allottee/licencee and to the alleged sublettee(s) at the shop address as well as at the residential address or other contact addresses where they may be reasonably found. A spot enquiry may be conducted by a team of two officers of the minimum level of Assistant Director to be detailed for the purpose, who should submit their findings within a maximum period of 15 days. After considering the cause, if any, shown by the allottee/sublettee(s) and any evidence which he/they may produce in support of the same and after giving him/them a reasonable opportunity of being heard, the Deputy Director of Estates (Markets) will decide with the help of the report of the spot inspection, if any, as decided above, whether a case of subletting is established. It would be a speaking and a well reasoned decision discussing the matter etc., relied upon by the allottee/licencee/sublettee(s) of the department in support of their respective contentions.

## 5. LICENCE FEE :

- (a) The original licence fee in respect of premises shall be fixed by the Government from time to time/revised periodically provided that the original allottees in the four Rehabilitation Markets (P.G. Market, Shankar Market, Kamla Market and Sarojini Market) will normally continue to pay the same licence fee as was payable by them on the date and when these markets became vested in the Directorate of Estates i.e. 1-4-58. However, such of the original allottees in occupation of these markets prior to 1-4-1958 and to whom allotments were actually given after 1-4-1958 and consequently had been paying higher licence fee, were extended the benefit of concessional licence fee retrospectively i.e. with effect from the date of occupation. (Office order No. 9/74, dated 12-3-1974-App.-V).
- (b) Where premises are allotted on tender basis, the licence fee shall be in accordance with the rate at which the tender is accepted, subject to such changes as may be made by Government from time to time.
- (c) Licence fee shall be paid by the allottee in advance before the 10th day of each month. In the case of default to pay the licence fee before the 10th day of the month to which it relates, the licensee(s) shall pay interest, which will form part of the licence fee, at the rate of 12% per annum on the arrears of licence fee from the 1st day of the month i.e., from the month in respect of which the default in payment takes place, till the date prior to the effective date of determination of the licence. In case the licensee(s) fail to clear the areas with interest as afore-said before the effective date of determination of the licence, he shall also pay interest at the rate of 12% per annum of the damages recoverable @ 50% (@ 7 & 112% till 12.7.1977) per month over and above the existing licence fee, from the effective date of determination of the licence till the clearance of all the dues in respect of the premises or till the vacation of the premises, whichever is earlier. In the case of the licensees existing on 11-8-1975, the interest as afore-said shall be charged on the arrears but standing as on the 1st July, 1975.

(Office Order No. 2/75 DE/MKT/22/1/73 dated 11-8-1975, App.-VI)

(Office Order No. 1/77 DE/MKT/9/3/77 dated 13-7-1977, App.-VII)

However, interest would be chargeable from the Central Government Employees Consumers Cooperative Stores, Post Offices, Super Bazaar, Nationalized Banks, Delhi Public Library and Delhi Electric Supply Undertaking in respect of the premises allotted to them, if they fail to pay the licence fee by the last day of the month to which it relates.

(Office Order No. DE/MKT/22/1/73 dated 21-2-1976, App.-VIII)

In legal heir cases, if the ad hoc. 10.1991, App.-IX)

- (d) In the event of new partnership or regularization in the name of a sub-lettee in the cases of shops, etc., allotted on economic/concessional licence fee, the following licence fee shall be chargeable :—
1. The occupant in whose name the premises to be regularized shall pay at least three times the economic license fee per month from the date of regularization.
  2. The enhanced license fee shall be revised at least by 15 % every three years. However, in any case it should not be less than the economic license fee payable by other shopkeepers for a similar type of shop etc. The first revision shall take place along with revision of other markets in general.

3. In case where shop has been allotted on tender basis the occupant in whose name the shop is to be regularized shall pay at least 50% of the tendered licence fee over and above it. In any case it should not be less than three times the economic licence fee. In this case too, the revision provision as stated at (ii) above shall be applicable.

(Office Order No. DE/MKT/4/21/95 dated 25-7-1996, Appendix-VII A)

6. **DAMAGES :**

- (a) (i) Cases where premises are allotted on tendered licence fee/economic licence fee. Damages may be recovered at the rate of 50% over and above the existing licence fee for the period from the date of cancellation upto the date of regularization/restoration or vacation of the shop, whichever is earlier.

(Office Order No. 1/77 DE/MKT/9/3/77 dated 13th July, 1977-App.-VII)

- (ii) Cases where shops are allotted on concessional licence fee. Damages may be recovered at the rate of 50% over and above the existing licence fee for the period from the date of cancellation up to the date of regularization/restoration or vacation of the shop, whichever is earlier.

(Office Order No. 1/77, DE/MKT/9/3/77 dated 13th July, 1977-App.-VII)

In cases of cancellation of allotment of shop on account of death of allottee, ad-hoc damages equal to the licence fee paid/payable by the deceased allottee will be recovered. But in case the allotment is cancelled due to some irregularity like unauthorized construction/ encroachment, arrears of licence fee etc., before the death of allottee, damages will be recovered at the rate of 50% above the pre-cancellation licence fee as per (a) above. After removal of cause of cancellation till the unit is regularized in favour of the legal heir, an amount equal to Pre-cancellation licence fee termed as ad-hoc damages will be reserved.

However, in rare cases where ad hoc damages are recovered but, the unit is not finally regularized in favour of legal heir, Market Section will de novo deal with the case as that of Unauthorized occupation beyond the date of cancellation and will issue instructions in partial modification of the earlier cancellation letter, for the recovery of ad hoc damages at the usual rate (50% above the pre-cancellation rate). Interest recovery and adjustment will also be governed by the normal procedure.

(Office Order No. 2/91, DE/MKT/9/3/77, dated 15-10-91 Appendix-IX.)

Market Accounts Section shall send the monthly return to Market Section by 15th of each month indicating Marketwise outstanding dues from defaulting allottees who have failed to deposit licence fee for 2 months continuously.

7. **PAYMENT OF ARREARS OF LICENCE FEE/DAMAGES BY INSTALMENTS :**

The Deputy Director of Estates in charge of Markets may in his discretion allow the arrears of licence fee/damages to be paid by monthly installments (not exceeding 12) having regard to the facts and circumstances of the case; provided that installments in excess of 12 may be granted by the Deputy Director of Estates only with the prior approval of the Additional Director of Estates/Joint Secretary. Provided that, if the recovery case is pending before an Estate Officer appointed under section 7 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 the question of granting installments shall be left to be decided by the Estate Officer in his own discretion.

8. RESTORATION OF ALLOTMENT :

(a) Requests for the restoration of an allotment shall be ordinarily considered if the following conditions are satisfied :—

(i) The cause of cancellation is removed by the ex-allottee

(ii) All the arrears of licence fee or dues including damages are deposited by the ex-allottees with the Directorate of Estates;

(iii) The ex-allottee furnished his recent passport size photo duly attested by a Magistrate-I Class or a Gazetted Officer and also an affidavit giving his local as well as permanent home address duly attested by a Magistrate-I Class and execute a fresh Licence Deed on the same licence fee payable immediately before cancellation, or at such other rates as may be fixed by government.

(iv) There is no subsisting breach in terms of any other provisions of the Licence Deed on the part of the allottee/ex-allottee.

(b) Restoration of allotment shall be allowed only with the prior approval of the Deputy Director of Estates in charge of Markets.

(c) PROCEDURES AND RECOVERIES IN RESTORATION CASES :

(i) *Where allotment was cancelled due to arrears of licence fee* :—The ex-allottee shall pay damages at 50% over and above the pre-cancellation licence fee including arrears till the date of payment and also till any other irregularity like unauthorized construction/ encroachment, subletting, etc., existing in the premises is removed. Licence fee at the pre-cancellation rate will be charged from the effective date of restoration.

(ii) *Where allotment was cancelled due to unauthorized construction/encroachment* :— The ex-allottee shall pay damages at 50% over and above the licence fee till the cause of cancellation and also any other irregularity like non-payment of dues, subletting, etc., existing in the premises has been removed. The licence may thereafter be restored at the pre-cancellation rates(s) from the effective date of restoration.

(iii) *Where allotment was cancelled due to subletting* :—Restoration to the ex-allottee will be made if cause of cancellation and also any other irregularity like arrears of dues, unauthorized construction etc., existing in the premises has been removed by adding 50% to the pre-cancellation rate or to economic licence fee whichever is higher, with effect from the date of cancellation. The pre-cancellation rate will not be applicable in these cases on restoration iv. Where the premises had been sealed or got vacated :—

These may be restored to the ex-allottees where the possession has not been passed on to the new parties. The ex-allottee shall pay damages at 50% over and above the pre-cancellation licence fee till the date all dues have been cleared and any other irregularity like unauthorized construction, etc. existing in the premises has been removed. This will not apply to the subletting cases as in (iii) above or partnership cases as in 9 (a) below.

(Office Order No. 1/77/ DE/MKT/9/3/77 dated 13-7-1977 App.-VII)  
[ 50 (S) ]

- (v) The sublettee will clear all the dues including fresh security deposit at the rate of enhanced licence fee by adjusting the security deposit already available with the Government at pre-cancellation rates for the commercial premises.

(Office Order No. DE/MKT/S-XII/Sl. (8)/694 dated 24-12-1975 App.-X)

- (vi) The additions and alterations made before 13-7-1977 had been allowed subject to :—
- (a) These conforming to the building bye-laws of the local body.
  - (b) The CPWD being satisfied about the structural safety after these additions and alterations.
  - (c) The ownership of these additions and alterations being vested in Government without any liability on the part of Government to reimburse the cost to the party, if at any stage, he is required to vacate the premises on account of any breach or any other reason.
  - (d) The rent being enhanced proportionately for the extra area covered and will be payable with effect from the date of additional area was covered and the party enjoyed the benefit of the extra space.

(O.O. No. 1/77 DE/MKT/9/3/77 dated 13-7-1977 App.-VII)

#### 9. REGULARIZATION OF ALLOTMENT :

##### (a) Through Partnership Deed :

##### A. Entered on or before 6-5-1975 :

Allotment of shop etc., in favour of surviving partner(s) by way of regularization will not be made as a matter of course or write and will ordinarily be considered only if a request is received for the purpose and if following conditions are satisfied :—

- (i) An attested copy of each of the Partnership Deed and dissolution Deed as a documentary proof that this partnership had actually existed before the crucial date (6-5-1975) is submitted along with their originals and also an affidavit (original) duly sworn before Magistrate-I Class to the effect that the original allottee has no objection to the transfer of the unit in favour of the surviving partner.

(O.O. No. 1/77 DE/MKT/9/3/77 dated 13-7-1977 Appl.-VII)

- (ii) Payment of licence fee at 50 % above pre-cancellation rate or above the economic licence fee whichever is higher.
- (iii) Clearance of all the arrears including the enhanced licence fee as in 2 above, service charges and any other dues as may be stipulated in the offer.
- (iv) Deposit the prescribed cash security and advance licence fee for one month.
- (v) Furnish an undertaking to deposit the licence fee in advance every month regularly.
- (vi) Furnishing an indemnity bond, if necessary, in the prescribed proforma, on non-judicial stamp paper of Rs. 10 (ten).
- (vii) Removal of all encroachments/unauthorized construction at the premises provided, however, that encroachment relating to the period prior to 18-8-1971 shall not taken into account for this purpose.



- (viii) Latest passport size photograph duly attested by a Magistrate-I Class or Gazetted Officer and an affidavit duly attested by a Magistrate-I Class declaring his locality as well as permanent home address.
- (ix) Execution of a fresh licence Deed in the prescribed proforma by the surviving partner(s) on the licence fee fixed for the purpose.

(II) *Partnership entered after 6-5-1975 till 20-10-1989 :*

Such type of cases will be dealt as per Office Order No. DE/MKT/4/21/95 dated 25-7-1996 Appendix-VII A. Such type of cases will be dealt as per Office Order No. DE/MKT/4/21/95 dated 25-7-1996. Appendix-VII A.

A shopping unit may be regularized in favour of a sublettee in the manner indicated in sub-para (a) above subject to the condition that the sublettee had been in actual occupation of the premises etc., continuously with effect from a date earlier than the crucial date of 6-5-1975 subject to sufficient proof being available in support thereof and that he will have to pay licence fee at 50 % above the pre-cancellation rate or above the economic licence fee whichever is higher effective from his date of actual occupation of the premises.

(O.O. No. 2/77 DE/MKT/9/3/77 dated 22-8-1977-App.-XI)

A shop may be regularized in favour of a sublettee who came into occupation of the shop after 6-5-1975 till 20-10-1989 as per Office Order No. DE/MKT/4/21/95 dated 25-7-1996 Appendix-VII A.

(c) *To a Legal Heir :*

- (i) On the death of an allottee the shop may be regularized in the name of the applicant if he/she is widow, son (including adopted son) or unmarried daughter provided an affidavit is given by each of the remaining legal heirs of the deceased allottee to the effect that they have no objection to such allotment/regularization. Provided that the first preference for regularization may be given to the widow of the deceased. If the widow is not there or if she is not willing to take it, the shop may be regularized in the name of son or daughter whom all the surviving sons/daughters of the deceased allottee collectively put forward for same. In other words, regularization will not be done in favour of all the sons/daughters who may have a claim but it will be allowed in favour of that individual who is put forward by them for this purpose.

(O.O. No. DE/MKT/34 (5) 66 dated 21-2-76 (App.-XII)

Provided further that if the widow predeceases the allottee or where she dies soon after the death of the husband, regularization may be allowed in the name of Son/Daughter of the deceased allottee after obtaining the usual "No Objection Affidavit" from all concerned and observing the usual formalities.

(O.O. 5/77/DE/MKT/9/3/77 dated 9-11-1977 App.-XIII)

Provided further that in cases where the deceased allottee happens to be unmarried and as such does not leave behind any legal heir (s) mentioned in the first provision the shop may be transferred in the name of the deceased allottee's father/mother provided he/she is not an earning hand and has no children to support him/her.

Further, as per advice of Ministry of Law & Justice, Department of Legal Affairs (dated 5-1-2001 in file No. DE/MKT/4/4/2000) it was decided to regularize the allotment of shops in the name of any of the Class-I heirs including the son of the pre deceased son of the allottee, when all other Class-I legal heirs agree to it. Since all Class-I heirs inherit simultaneously, the shop may be regularized in their joint names or in the name of an individual legal heir if the other legal heirs so agree.

- (ii) The regularization of allotment in the name of legal heirs on the death of the allottee will be made on the same licence fee which the deceased allottee was actually paying or was liable to pay for the premises immediately before his death. However, licence fee at 50 % above the pre-cancellation rate in the name of original allottee used to be recovered before 18 October 1977.

(O.O. No. 4/77 No. DE/MKT/9/3/77 dated 18-10-1977-App.-XV)

(O.O. No. DE/MKT/34/5/66 dated 21-2-1976-App.-XII)

- (iii) Allotment of the unit may be regularized in the name of a legal heir subject to the fulfillment of the following conditions :—

- He is in actual and effective occupation of the shop etc.
- Clearance of arrears including service charges and all other dues as stipulated in the offer;
- Execution of a Licence Deed in the prescribed cash security and advance licence fee for one month.
- Deposit of prescribed cash security and advance licence fee for one month.
- Furnishing of undertaking to deposit the licence fee in advance every month regularly and on Indemnity Bond in the prescribed proforma, if necessary, on a non-judicial stamp paper of prescribed denomination.
- Removal of all encroachments/unauthorized construction at the premises provided, however that encroachments relating to the period prior to 18-8-1971 shall not be taken into account for this purpose.
- Latest passport size photograph duly attested by a Magistrate-I Class or a Gazetted Officer and an Affidavit declaring his local as well as permanent/home address duly attested by a Magistrate-I Class.

#### 10. RESTRICTION OF TRADES :

When a shop is allotted for a specific trade viz., Restaurant, Halwai Shop, Chakki, Meat, Fish, Poultry, Fuel Depot, the allottee will not ordinarily be allowed to change the trade. Atta Chakkis may be permitted on prescribed terms and conditions (App.-XVI). The allottee of other shops where trade has not been specified, may carry on a trade according to their own choice subject to Local/municipal bye-laws. The business to be carried out should not be such as may be prohibited by local/municipal bye-laws in force from time to time. Any change in business from the one specified should be intimated to the Directorate of Estates immediately and in any case not later than a month.

(O.O. No. DE/MKT/18/1/71 dated 3-3-1972 Ap.-XVI)

Provisions were made subsequently vide order dated 22-7-2002 to consider permitting change of trade on payment of five times of the existing licence fee of the shop, subject to fulfillment of certain conditions.....

(O.M No. DE/MKT/4/16/96/Genl/Policy dated 22-7-2002 Appendix-XVI A).

#### 11. MUTUAL EXCHANGE :

Mutual exchange of shops, platforms, stalls, flats etc., allotted/managed by the Directorate of Estates may be permitted at the discretion of the Directorate of Estates either within the same market or between different markets provided both the parties concerned :-

- (i) Submit a written request to the effect that mutual exchange of shops is desired, indicating their status viz., original allottees on concessional rates, original allottees on tender basis, regularized subletting etc.
- (ii) Specify the trade(s) they propose to carry on in the shops after the mutual exchange subject to the condition that the trade shall not be such as is likely to offend the bye-laws of local/ municipal authorities.
- (iii) Undertake to pay such licence fee as may be fixed by the Directorate of Estates for the prospective shops at the time of exchange and also to agree to it and also to execute fresh Licence Deed for each shop.

#### 12. GRANT OF OWNERSHIP RIGHTS :

- (i) Ownership rights were earlier conferred on the original allottees who were in occupation of shops on or before 6-5-1975 in four rehabilitation markets viz., Kamla Market, P.G. Market, New Central Market (Shankar Market) and Sarojini Nagar Market under Dte. of Estates as per decision taken by the Cabinet in the year 1978, on concessional terms, as a measure of rehabilitation. No land premium was charged from them as the purpose was not to commercialize the transaction but to give as much benefit as possible to the allottees who were mostly displaced persons. The structure was transferred to the allottees/ occupants eligible for allotment on payment of the capitalized value equivalent to 20 years rental. Land underneath the structures will continue to be leased on a restricted basis at a ground rent of 2.5% per year of the market value of the land as on date of transfer.
- (ii) Further, ownership rights were conferred on the original allottees/subsequent allottees/ occupants who were in occupation of shops on or before 20-10-1989 in 10 more Markets viz. : Sabu Market (Sarojini Nagar), Mehar Chand Market (Lodhi Road), Mohan Singh Market (INA), R.K. Puram Sector-VI, R.K. Puram, Sector-VIII, R.K.Puram, Sector-IX, R.K.Puram, Sector-XII, INA Market (Platforms only), Aliganj Market (Lodhi Colony) & Kasturba Nagar Market (Sewa Nagar) by charging percentage of the premium for land at predetermined commercial rates notified and existing on the date of transfer for the localities/area where the shop is located. Office Order/letter No. DE/MKT/4/16/68 Vol.-V dated 21-10-1989. Appendix-XVII.

- (iii) Further, ownership rights are being conferred on the original allottees/subsequent allottees/occupants who were in occupation of shops on or before 31-8-2000 in 12 more Markets viz. Srinivaspur Market, Andrews Gunj Market, Nanakpura Market (I&II), Jawahar Market (Lancer Road), Sector-I, Market R.K. Puram, Sector-II, Market R.K. Puram, Sector-III, Market R.K. Puram, Sector-IV, Market R.K. Puram, Sector-V, Market R.K. Puram, Sector-VII, Market (Centre I) R.K. Puram, Sector-VII Market (Centre II) R.K. Puram and Site 'D' Market, R.K. Puram by charging 100% premium for land on the notified Commercial Land Rates applicable on the date of transfer.

Office Order/letter No. DE/ MKT/4/S/90 Vol IV dated 10-10-2000. Appendix-XVIII.

13. RELAXATION OF RULES :

The Government may, for reasons to be recorded in writing, relax all or any of the provisions of the rules/instructions governing the policy of allotment, regularization, restoration of shops etc., in Central Government Markets managed by the Directorate of Estates.

Appendix-I Appendix-IX

Appendix-IA Appendix-X

Appendix-II Appendix-XI

Appendix-III Appendix-XII

Appendix-III A Appendix-XIII

Appendix-IV Appendix-XIV

Appendix-V Appendix-XV

Appendix-VI Appendix-XVI

Appendix-VII Appendix-XVII

Appendix-VII A Appendix-XVIII

Appendix-VIII Appendix-XVIII

NOTIFICATION-March 2006

Annexure-I

Annexure-II





SOUTH DELHI MUNICIPAL CORPORATION

SCHEME OF CONVERSION FROM LICENCE TO LEASEHOLD  
& LEASEHOLD TO FREEHOLD of commercial units transferred  
from GOI (L&DO/DOE) to erstwhile MCD

**BROCHURE**

**Rs. 250/-**



**SCHEME OF CONVERSION FROM LICENCE TO LEASEHOLD  
and LEASEHOLD TO FREEHOLD FOR PROPERTIES  
transferred from Govt. of India (L&DO/DOE)**

**(FOR COMMERCIAL BUILT UP SHOPS/STALLS/SHOW  
WINDOWS/FUEL DEPOTS/COMMERCIAL FLATS/OPEN  
PLATFORMS OF L&DO)**

- ❖ Nature of properties covered
- ❖ Conversion charges
- ❖ Time span for payment
- ❖ Liability to pay ground rent
- ❖ NOC for mortgaged properties
- ❖ Applicability to power of Attorney Holders
- ❖ Un-earned Increase/Damages
- ❖ Conversion rates for various Localities/Zones
- ❖ Model Calculation
- ❖ Mode of Remittances
- ❖ PRODUCERÉ FOR SUBMISSION OF APPLICATION FOR CONVERSION
- ❖ DOCUMENTS TO BE SUBMITTED
- ❖ GUIDELINES FOR FILLING UP THE APPLICATION FORM
- ❖ APPLICATION FORM FOR GRANT OF OWNERSHIP RIGHTS
- ❖ PROFORMA OF LETTER INTIMATING CONFERMENT OF OWNERSHIP
- ❖ PROFORMA OF HIRE PURCHASE AGREEMENT
- ❖ DOCUMENTS TO BE SUBMITTED FOR LICENCE TO LEASEHOLD



*TABLE OF CONTENTS AND DETAIL OF ANNEXURES :*

- Part—I      Scheme of conversion from leasehold to freehold with Annexures, Illustrations for calculation of conversion charge, etc.
- Part—II     Scheme of conversion from licence to leasehold—grant of ownership rights, conversion from licence to leasehold with annexures.

**CONVERSION FROM LEASEHOLD TO FREEHOLD**

- Annexure 'A'      Formula for calculation of Conversion Fee/Charges
- Annexure 'B'      Conversion rate of various localities/Zones
- Annexure 'C'      Illustrative cases for calculation of Conversion Charges
- Annexure 'D'      Format of Undertaking
- Annexure 'E'      Format of Affidavit
- Annexure 'F'      Format(s) of Indemnity Bond
- Annexure 'G'      Format for specimen signature & affixing photos
- Annexure 'H'      Format of information regarding payment of ground rent
- Annexure 'I'      Format of Indemnity Bond to be submitted where the original lease deed has been lost

**GRANT OF OWNERSHIP RIGHTS/CONVERSION FROM LICENCE TO LEASEHOLD/ EXECUTION OF LEASE DEED**

- Annexure 'J'      Format of Indemnity Bond
- Annexure 'K'      Format of Agreement
- Annexure 'L'      Format of Undertaking
- Annexure 'M'      Self-Assessment sheet for conversion etc.
- Annexure 'N'      Format of application for Grant of Ownership Rights
- Annexure 'O'      Format of letter requesting submission of documents
- Annexure 'P'      Format of letter conferring ownership rights
- Annexure 'Q'      Affidavit

## THE SCHEME OF CONVERSION FROM LICENCE TO LEASEHOLD AND LEASEHOLD TO FREEHOLD

### INTRODUCTION :

The Government of India by virtue of a Cabinet Decision dated 31-8-2000 and subsequent Gazette Notification dated 24-03-2006 transferred markets hitherto under its control to the erstwhile MUNICIPAL CORPORATION OF DELHI for further control and management.

The South Delhi Municipal Corporation has decided to implement the policy of Government of India for grant of ownership rights to the certain category of licencees (rehabilitation properties only) i.e. conversion from licence to leasehold/Leasehold to Freehold in respect of properties transferred from Govt. of India.

In response to the long pending demand of the Lessees in respect of leases other than 'residential' properties, it has now been decided to allow conversion of properties transferred from L&DO/DOE(GOI).

This brochure gives information that a Lessee would like to know before applying for the conversion to freehold. It is expected that the public will find the Brochure useful and helpful in getting their properties converted into freehold.

The prescribed conversion charges are applicable as per Circle Rates notified by the GNCTD on 4-12-2012 (effective/applicable from 16-11-2011) and thereafter 4-12-2012 (or circle rates prevailing on the date of conversion whichever is later).

### SALIENT FEATURES OF THE SCHEME :

- ❖ The scheme covers the following properties :
- ❖ Grant of ownership rights to the certain category of licencees (rehabilitation properties only). The Scheme is purely optional. Then, conversion from such category of licence to leasehold in respect of properties transferred from Govt. of India. This scheme extends to all built up commercial and mixed land use properties allotted by the department of Rehabilitation, Directorate of Estate, for which ownership rights have been conferred and lease deed executed and registered. All residential units irrespective of area for which the allotment/perpetual lease is issued by the department of Rehabilitation or L&DO for residential purpose and building thereon is constructed and where completion certificate or at least D-form in respect of such construction is obtained from the Local Body. A and C type tenements allotted on leasehold basis by the Department of Rehabilitation or Land and Development Office subject to payment of conversion charges calculated based on the land rates prevailing on the date of submission of the conversion application (in the cases where complete conversion charges along with processing fee apart from damages as communicated, have been cleared).

(a) The properties which are not specifically mentioned above are not covered under the conversion policy (e.g. institutional allotment including allotment to press, hotels, cinemas, properties covered under the disinvestment policy of the Govt., Petrol Pumps, CNG Station etc. any MCD property)

- ❖ One time charges payment for conversion from lease hold to freehold are set out in Annexure 'B' read with Annexure 'C'. These charges are to be paid in lump-sum.

*Original lessees/allottee would be entitled to 40% remission in the conversion charges as specified in Annexure 'C' whereas if there has already been a transaction regarding the property/properties and the original lessee and sale deed has been registered though not brought to the knowledge of this department or the property has changed hands through some other instrument i.e. Agreement to Sell or GPA/SPA (executed prior to 11-10-2011), the last purchaser can apply for conversion in his name himself or by way of his attorney. However, penal charges towards non intimation of transaction and applicable unearned increase shall also be charged.*

- ❖ Conversion would be allowed only with respect to the properties existing in markets transferred from DOE/L&DO.
- ❖ The application for conversion shall not be entertained unless accompanied by prescribed document(s).

Those who have applied before will not be required to apply again. However, the date of initial application shall be the crucial date for calculation of Conversion Charges where the payment towards conversion charges has been accepted by the L&DO. In cases, the payment made towards conversion charges by way of cheque/demand draft has been returned on account of rejection of the application by L&DO on scrutiny, the relief is not applicable. Where the payment made has been returned on account of transfer of properties to the local bodies, the applicant/lessee shall be eligible for relief (only in the cases where complete conversion charges along with processing fee apart from damages as communicated, have been cleared).

- ❖ The person/persons in whose name(s) appear on the records of the Land & Estate Deptt. as lessee(s) can apply for conversion. If there are a number of lessees, all of them will have to sign the application. However, the lessee(s) can also give Power of Attorney (which should be registered in the office of the Sub-Registrar) to sign the application his his/her/their behalf.
- ❖ If there has already been a transaction regarding the property/properties and the original lessee and sale deed has been registered though not brought to the knowledge of this department or the property has changed hands through any other instrument such as Agreement to Sell or GPA/SPA (executed prior to 11-10-2011) the last purchaser can apply for conversion in his name himself or by way of his attorney. However, penal charges towards non intimation of transaction and applicable unearned increase shall also be charged.
- ❖ The arrears of ground rent along with interest @18% per annum wherever applicable would have to be paid by the applicant before conversion can be permitted. In case where revision of ground rent has become due, the revised amount of ground rent will be notified to the lessee for depositing the amount before the execution of the conveyance deed.
- ❖ In case of mortgaged properties, conversion would be allowed only after the submission of 'No Objection Certificate' issued by all the mortgagees/lending banks by the person seeking conversion.
- ❖ In case of any legal dispute relating to title of the property, conversion shall not be allowed until the legal dispute is settled.

#### I. CONVERSION FROM LEASEHOLD TO FREEHOLD (FAQs) :

- ❖ IF A PERSON HOLDS LEASE FOR MORE THAN ONE PROPERTY, WHETHER HE CAN SEEK CONVERSION FOR ALL THE PROPERTIES IN ONE APPLICATION ?

No. One application can be considered only for one property. Therefore, if a person holds more than one property he will have to apply separately in respect of each property.

❖ **WHETHER CONVERSION WILL BE GRANTED EVEN IF THERE IS UNAUTHORIZED CONSTRUCTION ?**

- (i) Conversion will be granted to the leasehold properties if there is unauthorized construction, subject to payment of damage charges, whether earlier demanded or not and also submission of undertaking regarding either to get the compoundable deviations regularized or remove the same within the stipulated period. However, after that, the applicant will be liable for action under municipal bye-laws. The conversion to freehold in the presence of misuse/unauthorized construction does not act as a waiver of any action, which is liable to be taken under the building bye-laws by the local body. No deviations beyond permissible limits as specified under "relaxed norms" of MPD 2012 shall be considered. As regards non-compoundable deviations, the same shall be removed by the shopkeeper failing which the application for conversion is liable to be rejected.
- (ii) Conversion will be allowed only when all dues including misuse charges, damages, ground rent, service/maintenance charges etc. have been paid by the applicant in respect of the property. Non-compoundable deviations are liable to be demolished prior to grant of conversion.
- (iii) In case of re-entered properties conversion would be allowed only when re-entered notice has been withdrawn and the lease/allotment restored.
- (iv) For the purpose of conversion, misuse charges would be liable to be paid up to the period as stipulated, even after which action against misuse would continue to be taken by the respective local bodies under the building by-laws/regulations.
- (v) Conversion to freehold shall not be permitted in respect of properties involving encroachment on government/public land. These lessees would have to vacate the encroached land before consideration of the conversion application and shall also be liable to payment of occupation charges/damages for the relevant period as per prevalent rules at prescribed rates.
- (vi) Conversion will be allowed to the extent of area originally allotted/leased out. For example, if the area in the lease deed is 10 sq. m., conversion is applicable only to that extent. Excess area shall not be taken into consideration and the same is liable for action under the existing municipal by-laws.
- (vii) No request for regularization of unauthorized construction beyond provisions as under MPD 2021 shall be considered. Request for regularization beyond compoundable limits are liable to be rejected.
- (viii) Computation of damages/misuse charges will be done in respect of unauthorized construction based on Circle Rates prevalent when the unauthorized construction had supposedly taken place.

❖ **IF PAST MISUSE AND UNAUTHORIZED CONSTRUCTION WERE TAKEN COGNIZANCE OF BY THE LESSOR HOW THESE CASES WILL BE HANDLED ?**

In respect of these properties where any amount earlier claimed by the Lessor and not paid by the lessees will have to be paid together with interest as applicable before the application for conversion can be considered. In respect of those properties where misuse and/or unauthorized construction exists, conversion may be allowed only after recovering the misuse charges and/or damages charges, irrespective of whether earlier demanded or not.

❖ **WHETHER CONVERSION WILL BE GRANTED IF THERE IS DISPUTE BETWEEN THE LESSOR AND THE LESSEES ABOUT PAYMENT OF CERTAIN DUES ?**

No, Conversion will not be granted unless any pending dispute including for payment of certain dues in respect of leasehold premises between the Lessor and the lessee is resolved.

❖ **WHETHER APPLICATION FOR CONVERSION CAN BE GIVEN DURING THE PENDENCY OF SUBSTITUTION/MUTATION ?**

Applications can be given by the person/persons in whose names the substitution/mutation will be have to be carried out. However, these applications will be considered only on disposal of pending substitution/mutation case. On disposal of substitution/mutation case, if it is found the substitution/mutation is carried out in the name(s) of the person/persons who applied for conversion, the same application will be taken in to account, on the rates applicable as on date of substitution/mutation. Otherwise the conversion application will be rejected.

❖ **In case of any dispute between original lessee/allottee and power of Attorney holders, application for the grant of free hold rights would be entertained only after the dispute is settled.**

❖ **WHETHER CONVERSION WILL BE GRANTED EVEN IF THE LEASE DEED IS NOT SIGNED OR REGISTERED ?**

(i) In respect of rehabilitation colonies/markets, in cases where lease deed is not signed or executed on account of administrative delays, the conversion will be allowed. In such cases, even in case lease deed was executed but was not got registered by the Lessees for whatsoever reasons, the conversion will be allowed.

(ii) However, if the lease deed was not signed or not executed for certain defaults on the part of the allottee, the conversion will not be allowed.

(iii) In respect of commercial/mixed land use premises, conversion will be allowed only after the lease deed is executed and registered.

❖ **In cases where applications for mutation or substitution are pending before the Lessor, conversion would be allowed only after the necessary mutation/substitution has been carried out.**

❖ **The conversion shall be allowed in the cases where lessee/allottee has parted with the possession of the property, provided that application for conversion is made by a person holding power of attorney from lessee/allottee to alienate (sale/transfer) the property. (executed prior to 11-10-2011).**

❖ **A remission of 40% on the conversion charges will be allowed in case of conversion in favour of original lessee.**

❖ **Model calculation of conversion charges have been given in Annexure 'C'.**

❖ **The requisite conversion charges and surcharge as applicable along with processing fee of Rs. 500/- (payable in cash) are required to be deposited at time of submission of application form.**

- ❖ Mode of remittance shall be by pay order/demand draft payable at Delhi, drawn in favour of Commissioner, SDMC (South Delhi Municipal Corporation). The amount of remittance has to be rounded off to the nearest rupee.
- ❖ After depositing the application form and the conversion charges, applicant must ensure to obtain an acknowledgement.
- ❖ The conversion charges wherever applicable are to be deposited in lump sum.
- ❖ Option is also available to deposit the conversion charges in installments in which case, the first installment shall be 25% of the amount of conversion charges. The balance shall be paid in 4 equated monthly installments along with interest @ 18% p.a.
- ❖ The original lease deed should be produced at the time of execution of the conveyance deed. The same will be cancelled and returned along with the conveyance deed.
- ❖ If the original lease deed is lost, the lessee/applicant must issue notice in two prominent Newspapers (one Hindi and one English) having circulation in the area where the property is situated and also execute an affidavit before the First class magistrate indicating there in how the original lease deed was lost. A copy of the public notice published in the Newspaper and the original affidavit must be submitted at least 10 days before the date of execution of the conveyance deed.
- ❖ **ON WHAT GROUNDS THE CONVERSION APPLICATION WILL BE REJECTED?**

The conversion application will be rejected on any of the following grounds :—

- When the lease stood determined/cancelled or the property stood re-entered.
- When there is a pending litigation about the title of the property.
- When there is a pending litigation between the lessee and Lessor.
- When the property is mortgaged and No Objection Certificate for conversion obtained from the mortgagee is not enclosed with the application.
- When the application is signed by a person who is not eligible to apply for conversion or the property is not eligible for conversion under the policy.
- When the application is holder of Power of Attorney and the conversion is to be granted in favour of the purchasers and there is no evidence produced in support of registration of sale deed in favour of the purchaser.
- When the charges payable under different heads mentioned in the application forms are not fully paid.
- If the property involves encroachment on public land/government land.
- When the application is incomplete.
- ❖ **WHAT IS THE AMOUNT PAYABLE FOR GETTING THE CONVERSION FROM LEASEHOLD TO FREEHOLD ?**
  - Conversion Fee (after deduction of remission 40% on the prescribed fee admissible to the recorded lessee) OR

- If there has already been a transaction regarding the property/properties and the original lessee and sale deed has been registered penal charges towards an intimation of transaction and applicable unearned increase shall also be charged. Arrears of ground rent, if any, inclusive of Revised Ground Rent along with applicable interest.
- Misuse charges/damage charges, if any, recoverable.
- Balance cost of land/premium, if any.
- Arrears of any other dues earlier levied by the Lessor and not paid by the Lessee.
- Processing fee of Rs. 500/- (Rupees five hundred only).

❖ **HOW MUCH IS THE CONVERSION FEE PAYABLE ?**

- The formulae for calculation of conversion fee for different sizes of built-up shops/stalls/show windows/commercial flats /mixed land use markets where residential flats exits over shop are given in Annexure 'C'.
- The formulae for calculation of conversion charges payable is given in Annexure 'C'.
- Remission of 40% of the prescribed conversion fee is admissible in respect of recorded lessees.

❖ **WHAT ARE THE LAND RATES TO BE APPLIED IN THE FORMULAE GIVEN IN ANNEXURE 'C'.**

The notified land rates prevailing on the date of submission of the initial application shall be the crucial date for calculation/computation of Conversion Charges payable. In case of fresh applications, Circle Rates currently in force shall be applicable for calculation of conversion fee.

❖ **WHAT IS THE MODE OF PAYMENT ?**

The payments referred to in the application shall be paid in the shape of a Demand Draft/ Banker's Cheque drawn in favour of Commissioner, South Delhi Municipal Corporation.

❖ **WHETHER CONVERSION CHARGES/FEE ETC. ARE PAYABLE IN LUMP SUM OR PAYMENT IN INSTALMENTS IS PERMISSIBLE ?**

The conversion fee/charges and surcharge, wherever applicable, can be deposited either in lump sum or in not more than five (5) installments. Where the shopkeeper prefers to make payment in installments, he shall be required to pay 25% as the first installment and the remaining 75% shall be paid in maximum four installments spread over a period of two (2) years. The payments so made shall be secured by depositing four post dated cheques at the time of depositing the initial installment of 25%. In case of payment in installments, an interest @ 18% p.a. shall be charged on the balance amount.

A special rebate of 6% on interest shall be granted to those who make payments within the stipulated period.. The shopkeepers shall have the option to avail such discount at the time of clearance of last installment by way of submitting a Demand Draft in lieu of the post dated cheque deposited earlier.

However, grant of above rebate shall not be applicable in case any of the cheques submitted by the shopkeeper is dishonoured on reason attributable to the shopkeeper/depositor. In such instances, a penalty of 20% shall also be levied along with applicable bank charges and notice fee. Also, future payments shall be accepted only by way of a Demand Draft or in cash. All cheques/drafts shall be drawn in favour of Commissioner, SDMC.

- ❖ IF THE APPLICANT CHOOSES TO PAY THE CONVERSION FEE ETC. IN INSTALMENTS AND THE FIRST INSTALMENT IS PAID ALONG WITH THE APPLICATION IS NOT COMMENSURATE WITH THE NUMBER OF INSTALMENTS OPTED FOR BY HIM, HOW WILL IT BE TREATED ?

The shortfall in the payment of 1<sup>st</sup> instalment will be intimated to the applicant and the applicant is required to pay the balance amount within 30 days, from the date of such communication. If this amount is not paid within the stipulated time, the crucial date will be reckoned with reference to the date of payment of such amount, for applying the land rates for the purpose of calculation of conversion fee, wherever applicable.

- ❖ HOW LONG DOES IT TAKE TO GRANT CONVERSION AND ISSUE CONVEYANCE DEED ?

The grant of conversion will be communicated within four months from the date the documents complete in all respects are submitted along with complete payments.

- ❖ WHAT DOCUMENTS WILL BE ISSUED TO EVIDENCE THE GRANT OF CONVERSION ?

A Conveyance Deed will be issued on granting the conversion to freehold.

- ❖ WHETHER CONVEYANCE DEED WILL BE SENT TO THE PARTY ON GRANT OF CONVERSION ?

No. On approval of the application for grant of conversion, a communication will be sent to the applicant specifying the date on which he should come to the Land & Estate Department along with original documents including lease deed, two witnesses, ID Proof in order to execute the conveyance deed. This communication will also indicate if any marginal amounts are payable.

- ❖ WHO IS TO SIGN THE CONVEYANCE DEED ?

If the applicant is the lessee/last purchaser, the applicant has to sign the conveyance deed. If the applicant is a Attorney of the allottee, then he may sign on behalf of the person on whose name the conversion is granted.

- ❖ WHETHER THE CONVEYANCE DEED IS REQUIRED TO BE REGISTERED ?

Yes, the conveyance deed must be registered.

- ❖ WHETHER STAMP DUTY IS PAYABLE FOR REGISTRATION OF CONVEYANCE DEED ?

Yes, stamp duty is payable on the conversion amount for registration of the Conveyance Deed. If the lease deed was not registered, the stamp duty is payable on the amount earlier paid for getting the leasehold rights plus the amount how paid for conversion. If the conveyance deed is not registered within 4 (four) months from the date of execution for whatsoever reason, the same will become invalid and fresh documents are required to be executed. Fresh documents shall be executed subject to payment of Rs. 2,000/- (Rupees two thousand only) per month plus difference in conversion charges (payable as per the prevailing rates on the date of application for revalidation) and as per policy prevailing on such date.



However, if, there is no change in the conversion fee, 25% of the stamp duty payable on the documents subject to a minimum of Rs. 100/- shall be recovered. In case of loss of the documents, FIR should be registered and advertisement may be made in any two languages local daily Newspaper and affidavit to the effect that the property is not mortgaged/transferred is required to be submitted.

❖ **WHAT HAPPENS TO THE ORIGINAL LEASE DEED ?**

The original lease deed should be produced at the time of execution of the conveyance deed. An endorsement to the effect that the property has been converted into freehold is made on the same and returned along with the conveyance deed.

❖ **WHAT TO DO IF THE ORIGINAL LEASE DEED WAS LOST ?**

If the original lease deed was lost, the lessee/applicant must issue a public notice in two prominent daily Newspapers having circulation in the area where the property is situated and also execute an affidavit before the First Class Magistrate indicating therein how the original lease deed was lost. Format of the affidavit is at Annexure 'E'. A copy of the newspapers bearing the public notice and the original affidavit must be submitted at least 10 days before the date of executing the conveyance deed. The public notice should have been published in the newspaper at least one month prior to execution of the conveyance deed.

❖ **WHAT DOCUMENTS ARE REQUIRED TO BE ENCLOSED TO THE APPLICATION IN CASE OF LEASEHOLD TO FREEHOLD ?**

The applicant shall be required to furnish the following documents along with the application form :—

- Undertaking the prescribed format duly attested by First Class Magistrate. (Annexure 'D' or 'L').
- Affidavit in prescribed format duly attested by First Class Magistrate. (Annexure 'E' or 'P').
- Indemnity bond(s) in prescribed format(s) duly attested by First Class Magistrate. (Annexure 'F' or 'J').
- Copy of registered Sale deed.
- Where application is made by attorney copy of registered GPA/SPA (before 11-10-2011)—Proof of physical possession by the person in whose name the conversion is sought viz. latest paid copy of Electricity/Telephone (MTNL only) bill towards proof of occupation/possession and photocopy of passport/driving licence/ Voter Identity card etc. duly attested by Gazetted Officer.
- 4 attested passport size photographs and 4 attested specimen signature of the person in whose favour the conversion is sought duly attested by a Gazetted officer/Notary Public as per Annexure 'G' (If the applicant is allottee/lessee, then his/her photographs and in case of applicant being an attorney, photographs of person in named in column "3" of the application form are required to be submitted).
- Copy of lease deed/conveyance deed/allotment letter/demand letter duly attested by a Gazetted Officer.

- Copy of N.O.C.(s) from the mortgagee(s) duly attested by Gazetted Officer.
- Information regarding payment details of Ground (Rent Annexure 'H').
- Copy of Site plan from registered architect existing as per site as on date showing separately (1) Size of plot (2) total covered area (separate for each floor) (3) Total covered Area exceeding sanctioned plan/standard plan. Any other violations/ deviations noticed.
- Copy of the G-8 receipt indicating remittance of conversion charges and processing fee.
- Completion certificate/'D' form (attested copy) (in case of plotted allotment).
- The following additional documents should be enclosed if sale deed has been executed and registered in the name of applicant but the fact has not been brought to the knowledge of this department :—
  - (i) Evidence of Transaction (Attested Copy) viz. copy of registered sale deed.
  - (ii) Affidavit to the effect the property is still in possession of purchaser and that he has not parted with the possession of the property by way of any agreement to sell/sale deed/gift deed etc. and also to furnish proof of his possession.

#### PRODUCERE FOR SUBMISSION OF APPLICATIONS FOR CONVERSION :

The brochure along with prescribed application form will be available for sale on payment of Rs. 250/- at Land & Estate Department, 7<sup>th</sup> Floor, E-wing, SPM Civic Centre, Jawahar Lal Nehru Marg, New Delhi-110002.

The application form duly complete in all respects along with prescribed conversion and other charges shall be deposited at the Land & Estate Department, 7<sup>th</sup> Floor, E-Wing, SPM Civic Centre, Jawahar Lal Nehru Marg, New Delhi-110 002.

If any application is found incomplete or defective in any manner, the applicant shall be given an opportunity to furnish the prescribed documents not closed to the application and to remove the defects within the period of 30 days. On the failure of the applicant to remove the defects within the period specified, the application shall be deemed to have been rejected. Application found in order will be deposited of within a maximum period of 90 days.

Conveyance deed shall be sent to the applicant/person in whose name conversion is sought by registered post after the due deliberations/procedures are complete. The recipient shall then get it stamped from collector of stamps and submit within 45 days, from the receipt thereof at the specified counter located at 7<sup>th</sup> Floor, E-wing, SPM Civic Centre for signature of authorized person.

On receipt of the conversion deed, a date will be given on which the signed conveyance deed can be collected from the specified counter at 7<sup>th</sup> Floor, E-wing, SPM Civic Centre. Thereafter the recipient shall get the conveyance deed registered with the concerned Sub-registrar. Stamp duty and registration charges shall be borne by the person in whose favour the conversion is allowed.

## GUIDELINES FOR FILLING-UP THE APPLICATION FORM

### Column 1 :

If there is only one allottee/lessee of the property sought to be converted into freehold, his name and other particulars should be given in sub-column (a). If there are two allottee/lessees, the names and other particulars should be given separately in sub-column 'a' & 'b'. If there are more than two lessee/allottee, a separate sheet be attached giving the requirement particulars.

### Column 2 :

If the application is submitted by an attorney duly authorized to seek sale permission, execute the Sale Deed and get it registered on behalf of the lessee/allottee, his particulars should be given in this column. However, 1<sup>st</sup> column also shall be filled up in such cases.

### Column 3 :

The column is applicable only in case where the conversion is sought in favour of a person other than the lessee/allottee and the application is submitted by the Attorney. It would, however, be necessary that the person in whose favour the conversion is sought in the physical possession of the property under the valid agreement of sell executed in his/her favour.

### Column 4 :

Under sub-column (ii) some authentic document viz. attested Photostat copy of Ration Card, Passport, Driving Licence etc. should be submitted in proof of possession with the person named in column 3. Under sub-column (iii), attested true copy of agreement of sell or any other authentic document showing that the person named in column 3 has already agreed to purchase the property is required to be submitted.

### Column 5 :

File number is given on the communication sent to the lessee/allottee by the NORTH DELHI MUNICIPAL CORPORATION and can taken from there.

### Column 18 :

It is necessary that the Lessee/Allottee pay up to the date Ground Rate, along with the simple interest @ 10% per annum for arrears, if any, before applying for conversion.

### Column 19 :

The applicant is required to assesses the conversion charges carefully on the basis of the formula and the notified land rates, applicable in respect of plots/shops as given in (Annexure 'A' and Annexure 'B').

### Column 20 :

If there has already been a transaction regarding the property/properties and the original lessee and sale deed has been registered though not brought to the knowledge of this department penal charges towards non intimation of transaction @ Rs. 3,000/- per month and applicable unearned increase shall also be charged.

## II. CONVERSION FROM LICENCE TO LEASEHOLD :

Eligibility criteria for grant of ownership rights as laid down by the DOE/GOI shall be applicable to only following specific categories :—

- (a) The person who is an original allottee.
- (b) The person who has come into possession of the property by virtue of partnership Deed/ Dissolution Deed entered into and exited prior to 31-8-2000.
- (c) An occupant/sub-lettee who is in occupation of the shop prior to 31-8-2000 but unable to produce a Partnership/Dissolution deed-subject to submission of sufficient other documentary evidence such as IT Returns, Bank Account Statements and other business/ transaction records with respect to the shop.

Changes shall be allowed for conversion from licence to lease (only for aforesaid categories), by charging one time lump sum payment from the shopkeeper i.e. regularization of shop in favour of Agreement to Sell/GPA holders where the original allottee has parted with the possession of the shop after having been granted ownership rights and having paid the Capitalized Value but only the lease deed has not been executed. This relief is applicable to only those properties where the above criteria is fulfilled.

Such cases be regularized for execution of lease deed by charging one time lump sum fee depending upon the category viz. A, B, C, etc. into which a given locality/area falls. The minimum fee shall be Rs. 3.00 lacs (for Category H) locality with an increase of Rs. 50,000/- to each higher category as detailed below :—

Category-A	—	Rs. 5.50 lacs
Category-B	—	Rs. 5.00 lacs
Category-C	—	Rs. 4.50 lacs
Category-D	—	Rs. 4.00 lacs
Category-E	—	Rs. 3.75 lacs
Category-F	—	Rs. 3.50 lacs
Category-G	—	Rs. 3.25 lacs
Category-H	—	Rs. 3.00 lacs

A sum of Rs. 1,00,000/- (Rupees one lac only) shall be chargeable to each additional transaction.

Instances where the shopkeeper has parted with the possession of the shop without conferring of ownership rights and not covered under categories as specified as 'a', 'b', and 'c' as above under the heading eligibility criteria for grant of ownership rights shall not be entitled to this relief.

Payment may be made by the licencees/shopkeepers either in lump sum or in 6 (six) half-yearly installments. Where the shopkeeper opts to make payment in instalment, a hire purchase agreement in the prescribed form shall be executed between the department and the shopkeeper. The first instalment shall be 25% of the Capitalized Value i.e. cost of land plus cost of superstructure while the remaining 75% of the Capitalized Value shall be payable in five equated installments along with interest @ 15% p.a. Copy of Hire Purchase Agreement executed between DOE and the shopkeeper is available at Annexure 'IC'.

## ANNEXURE 'A'

Formula for calculation of one time conversion fee for various commercial and mixed land use properties :

$$\text{Area} \times \text{Notified land rates (Commercial) On the date of application} \times \frac{10}{100}$$

## ANNEXURE 'B'

Conversion fee applicable up to 31-3-2011 for built up Commercial Shops of L&DO will be as per the notified Circle Rates (indicative).

The prescribed conversion charges are applicable as per Circle Rates notified by the GNCTD on 15-11-2011 (effective/applicable from 16-11-2011) (or circle rates prevailing on the date of conversion whichever is latter) :—

Sl. No.	Category	Conversion fee per Sqm. Commercial Shops/stalls/ show windows/commercial flats/fuel depots
1.	A	2,58,000 (86000 x 3)
2.	B	2,04,600 (68200 x 3)
3.	C	1,63,800 (54600 x 3)
4.	D	1,30,800 (43600 x 3)
5.	E	1,10,400 (36800 x 3)
6.	F	96,600 (32200 x 3)
7.	G	82,200 (27400 x 3)
8.	H	41,400 (13800 x 3)

Formula for calculation of one time conversion fee.

(i) In case of commercial lease hold plots including mixed land use plots.

Permissible floor area or plot area whichever is higher	Notified Circle Rate/land rates as on the date of application	10/100
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Note :— A remission of 40% will be allowed on the conversion charges in case of original lessees and in case where change of hands has taken place by way of sale deed a penalty for non intimation of sale @ Rs. 3,000/- per annum shall be charged apart from payment of unearned increase.

## (ANNEXURE 'B-1')

## CONVERSION RATES APPLICABLE FOR COMMERCIAL LEASES IN VARIOUS LOCALITIES/ZONES OF DELHI :

Sl. No.	Name of Market	Name of Locality	Category as per Circle Rate	Conversion Rates per sqm.
1.	Ansari Market	Darya Ganj	D	As per Circle Rate in force (Annexure-B)
2.	Central Market LPN	Lajpat Nagar	C	-do-
3.	Jungpura, Masjid Rd.	Jungpura	D	-do-
4.	Sewa Nagar Market	Sewa Nagar	D	-do-
5.	Tilak Nagar New Market	Tilak Nagar	E	-do-
6.	Tilak Nagar Old Market	Tilak Nagar	E	-do-
7.	Defence Colony Market	Defence Colony	B	-do-
8.	Kalkaji Market	Kalkaji	C	-do-
9.	Jungpura Market	Jungpura	D	-do-
10.	Tihar-I Market, Subhash Nagar	Subhash Nagar	G	-do-
11.	Pushpa Market LPN,	Lajpat Nagar	C	-do-
12.	Krishna Market LPN,	Lajpat Nagar	C	-do-
13.	Malviya Nagar Market,	Malviya Nagar	C	-do-
14.	Sunder Nagar Market,	Sunder Nagar	A	-do-
15.	Nizamuddin West,	Nizamuddin	C	-do-
16.	Nizamuddin East,	Nizamuddin	B	-do-
17.	Mehar Chand Market	Lodi Colony	B	-do-
18.	R.K. Puram, Sec.-I.	R K. Puram	B	-do-
19.	R.K. Puram, Sec.-II,	-do-	B	-do-
20.	R.K. Puram, Sec.-III,	-do-	B	-do-
21.	R.K. Puram, Sec.-IV	-do-	B	-do-
22.	R.K. Puram, Sec.-V.	-do-	B	-do-
23.	R.K. Puram, Sec.-VI	-do-	B	-do-
24.	R.K. Puram, Sec.-VII, C-I	-do-	B	-do-

25.	R.K. Puram, Sec.-VII, C-2	-do-	B	-do-
26.	RK. Puram Sec.-VIII	-do-	B	-do-
27.	RK. Puram Sec.-IX	-do-	B	-do-
28.	RK. Puram.Sec.-XII	-do-	B	-do-
29.	R.K. Puram Site-D, Z	-do-	B	-do-
30.	Kasturba Market,	Sewa Nagar	D	-do-
31.	Nanak Pura	Nanakpura	D	-do-
32.	Nanak Pura, South Moti Bagh	South Moti Bagh	B	-do-
33.	Pratap Mkt. Jungpura,	Jungpura	B	-do-
34.	Guru Nanak Mkt., LPN	LalPat Nagar	C	-do-
35.	Amar Colony Mkt. LPN	Lajpat Nagar	D	-do-
36.	Lajpat Nagar, Ph.-IV (2-IV)	Lajpat Nagar	C	-do-
37.	M.B. Road, Sec.-I*	Pushpa Vihar	D	-do-
38.	Sadiq Nagar Mkt. *	Sadiq Nagar		-do-
39.	M.B. Road, Sec.-III*	Pushpa Vihar	D	-do-
40.	M.B. Road, Sec.-IV*	Pushpa Vihar	D	-do-
41.	M.B. Road, Sec.-V*	Pushpa Vihar	D	-do-
42.	Vasant Vihar' Shopping Com. *	Vasant Vihar	B	-do-
43.	Andrews Gani	Defence Colony	B	-do-
44.	Srinivas Puri	Srinivaspuri	D	-do-
45.	Lodhi Road Complex, C-I*	Lodhi Colony	B	-do-
46.	LodhiRoad Complex, C-II*	Lodhi Colony	B	-do-
47.	Y-Shape Bullding, ITO*	IP Estate	D	-do-
48.	Pushpa Bhawan Shopping Complex*	Pushpa Vihar	D	-do-
49.	HUDCO Place*	Andrews Ganj	A	-do-
50.	Mohammadpur Shopping Complex*	R.K. Puram	E	-do-

\* Non-ownership markets (As per decision of GOI, these markets are not to be considered for grant of ownership rights).

**ILLUSTRATION OF CALCULATION CONVERSION CHARGES :****ILLUSTRATION 1 :**

Suppose an allottee is having a built up shop/stall/show window/commercial flat/at Local Shopping centre in R.K. Puram measuring 10 sqm. The conversion charges will be as follows :—

$$\begin{aligned} & \frac{\text{Shop Area} \times \text{Rate} \times 10}{100} \quad \text{MINUS} \quad 40\% \text{ Rebate} \\ & = P \times R \times 10 \quad \text{MINUS} \quad 40\% \text{ Rebate} \\ & = P \times R \times 10 - \frac{40}{100} \frac{P \times R \times 10}{100} \end{aligned}$$

Where P = Area of built up shop as per the demand cum allotment letter which is 10 sqm.

Where R = Circle Rates notified by the GNCTD adopted by North DMC (erstwhile MCD) as on 4-12-2013 for R.K. Puram as per the List at Annexure 'B' which is Rs. 204600 x 3/-

Rebate/Remission applicable in case of original allottee/Lessee is 40% on the conversion charges.

Substituting the above values the conversion charges will be;

(i)  $10 \times 130800 \times 10 / 100 = \text{Rs. } 6,13,800/-$

(ii) 40% of the above values will be  $40/100 \times 613800 = \text{Rs. } 77,480/-$

Therefore the actual conversion charges =  $613800 (-) 245520 = 3,68,280/-$

Processing Fee of Rs. 500/- will also be added to the conversion charges hence conversion charges payable will be Rs. 3,68,280/-

**ILLUSTRATION 2 :**

Suppose an allottee/Firm/Company 'X' is having a built up shop measuring 100 Sq.mts. in R.K. Puram or having the commercial Flat of similar size. He/she executed sale deed in favour of person 'Y' with 'Y' applied for grant of free hold right then the conversion charges will be calculated as under :—

$$\frac{\text{Shop Area} \times R \times 10}{100} \quad (+) \text{ penalty @ Rs. } 3,000/- \text{ per annum for non intimation of sale + unearned increase applicable as per lease deed.}$$

Where P = Area of built up shop as per the demand cum allotment letter which is 10 sqm.

Where R = Circle Rates notified by the GNCTD adopted by North DMC (erstwhile MCD) as on 8-2-2011 for D.B. Gupta Road Mkt. as per the list at Annexure 'B' which is Rs. 204600 x 3/-

Where the premises/unit is part of a multi-storied structure i.e. where the ground floor of the building comprises of shops and the upper floors consist of Commercial/residential flats, the amount arrived at by multiplying the area of the shop with applicable land rates (current circle rates), the premium of land is divisible by the number of floors as was done by the DOB/L&DO.



For example, if the shop situated in R.K. Puram Market measures 10 sqm. the applicable land rate is, say Rs. 6,13,800/- per sqm. and the cost of superstructure works out to say Rs. 50,000/- (after applicable depreciation), the shop is part of a two-storeyed building, then the Capitalized Value shall be :-

(a) where the shop/unit is part of a single storeyed structure :-

Area of the Shop	:	10 sqm.
Locality	:	R.K. Puram
Category (as per Circle Rates)	:	B
Circle Rate applicable	:	Rs. 2,04,600/- per sqm. (res.) —for Commercial, the rate chargeable is three times the base rate i.e. $204600 \times 3 = \text{Rs. } 4,90,200/-$ per sqm.
Factor	:	1.
Land Rate Chargeable	:	Rs. 6,13,800/- per sqm.
Premium of Land	:	Rs. 61,38,000/-
Cost of superstructure	:	Rs. 50,000/-
Capitalized Value Payable	:	<u>Rs. 61,88,000/-</u>

(b) Where the shop/unit is part of a two-storeyed structure i.e. ground floor-shop whereas the upper floor comprises of residential flats :-

Area of the Shop	:	10 sqm.
Locality	:	R.K. Puram
Category (as per Circle Rates)	:	B
Circle Rate applicable	:	Rs. 2,04,600/- per sqm. (res.) —for Commercial, the rate chargeable is three times the base rate i.e. $136400 \times 3 = \text{Rs. } 6,13,800/-$ per sqm.
Factor	:	2/3- Commercial ; 1/3 Residential.
Land Rate Chargeable	:	$2/3 \times 409200/-$ per sqm. i.e. 2,72,800/-
Premium of Land	:	Rs. 27,28,000/-
Cost of superstructure	:	Rs. 50,000/-
Capitalized Value Payable	:	<u>Rs. 27,78,000/-</u>

(c) Where the shop/unit is part of a two-storeyed structure i.e. ground floor-shop whereas the upper floor comprises of commercial flats :-

Area of the Shop	:	10 sqm.
Locality	:	R.K. Puram.
Category (as per Circle Rates)	:	B
Circle Rate applicable	:	Rs. 1,36,400/- per sqm. (res.) —for Commercial, the rate chargeable is three times the base rate i.e. $136400 \times 3 = \text{Rs. } 4,09,200/-$ per sqm.
Factor	:	1/2- Commercial ; 1/2 Residential.
Land Rate Chargeable	:	$1/2 \times 409200/-$ per sqm. i.e. 2,04,600/-
Premium of Land	:	Rs. 20,46,800/-
Cost of superstructure	:	Rs. 50,000/-
Capitalized Value Payable	:	<u>Rs. 20,96,000/-</u>

UNDERTAKING

(To be submitted by the person in whose conversion is sought on non-judicial stamp paper of Rs. 10/- duly attested by First Class Magistrate.)

I....., S/o, W/o, D/o Sh. .... do hereby  
R/o.....  
undertake as under—

1. That I shall pay to SOUTH DELHI MUNICIPAL CORPORATION, immediately on demand, such amount as may be demanded by it an account of arrears of ground rent and/or interest thereon, in respect of commercial shop/com. Flat/stall/show window/fuel depot (\*strike off whichever is not applicable) No..... at .....
2. That I shall pay to SOUTH DELHI MUNICIPAL CORPORATION, immediately on demand, such amount, as may be demanded by it on account of maintenance/service charges (applicable only in case of shops/commercial flats).
3. That I shall pay, within such time such additional sum/sums towards Conversion Charges, as may be demanded by Lessor, SOUTH DELHI MUNICIPAL CORPORATION, in consonance with revision in Circle Rates by GNCTD prior to the date of execution of Conveyance Deed.
4. That on my failure to pay any sum referred above the compensation of lease hold rights into free hold rights in respect of the above referred property shall be deemed to be null and void and the Lessor/Authority shall be entitled to recover the same as arrears of land revenue.
5. That it is found by SOUTH DELHI MUNICIPAL CORPORATION, or any other Local Authority, at any point of time, that the above referred property or any part thereof is being used for the purposes other the specified in the lease deed architect control, in violation of the Master Plan of Delhi, I shall, forthwith, stop such use.
6. That I shall remove all non compoundable deviations if any at the aforesaid premises, and shall be liable to remove the same at my cost.
7. That I shall get regularized all compoundable deviations within stipulated period or remove the same.
8. That SDMC shall be at full liberty to impose penalty, remove the violations, if any, at my cost.
9. That shall abide by the directions issued to me in this regard by the SDMC.
10. That all the documents submitted by me are signed by genuine persons.
11. That no court case /stay etc is pending against the said property.

..... day of .....2013.....

*Lessee/Allottee/ Purchaser*

In the presence of,

1.....

2.....

AFFIDAVIT

(To be sworn by person whose favour the conversion is sought on non-judicial stamp paper of Rs. 10/- duly attested by First Class Magistrate)

I ..... S/o, D/o, W/o Sh.....  
R/o..... do hereby solemnly declare and affirm as  
under :-

That I am lessee/sub-lessee/allottee in physical possession of the Commercial shop/flat/stall/  
show window (strike off whichever is not applicable) bearing No. \_\_\_\_\_, measuring \_\_\_\_\_ sqm.  
in \_\_\_\_\_ Market, \_\_\_\_\_, Delhi/New Delhi.

OR

That I am physical possession, under the valid agreement to sell/General Power of Attorney  
dated \_\_\_\_\_ executed in my favour in respect of Commercial Shop/Stall/Show Window/Commercial  
Flat/Fuel Depot (strike off whichever is not applicable) situated in \_\_\_\_\_  
Market, \_\_\_\_\_, Delhi/New Delhi.

That the prescribed use of the aforesaid property, as per the lease deed, is commercial.

That up to ground date rent has been paid in respect of the above referred property.

That the content of accompanying application for conversion of lease hold rights into free hold  
rights in respect of the above referred property are true and correct and the documents annexed thereto  
are genuine.

DEPONENT

## VERIFICATION :

Verified on this \_\_\_\_ day of \_\_\_\_\_ 2013 that the contents of the above affidavit are  
correct to the best of my knowledge and belief and nothing contained herein is untrue and nothing material  
is concerned therefrom.

DEPONENT

[ 76 (S) ]

ANNEXURE 'F'

(To be executed by the applicant on Non-judicial stamp paper of Rs. 100/- and to be attested by First Class Magistrate)

INDEMNITY BOND

Sh./Smt./Km..... S/o,W/o,D/o,Sh. ....  
R/o ..... (herein-  
after called 'Executant' which terms shall include his/her heirs, successors/executors/administrator and legal assigns in favour of President of India/SOUTH DELHI MUNICIPAL CORPORATION (herein after called the 'Lessor') which terms shall include its heirs, successors, executors administrators and legal assigns.

WHEREAS the Executant is the lessee/allottee in physical possession of the Commercial/Industrial/Shop/Flat No.....

OR

WHERE AS the Executant is duly considered attorney of Sh./Smt./Km. ....  
R/o ..... and is competent to seek mutation on behalf of sale deed /conversion .

WHEREAS the Executant has applied to the Lessor for conversion of lease hold rights into free hold rights in respect of the above referred property.

AND WHEREAS the Lessor, on the faith and the representation made to it, has agreed to convert lease hold rights in respect of the above referred property into freehold rights subject to the Executant giving such indemnity, as is hereinafter contained and keeping the Lessor harmless from any claim which anyone may, at any time, institute against the Lessor in respect of the above referred property.

Now this deed witnesses that in consideration of the Lessor agreeing to convert the leasehold rights in respect of the above referred property into freehold rights, the executant hereby covenants with the Lessor that he will at all times indemnify and keep harmless the said Lessor from all claims and the demand made and all action and proceeding taken against the said Lessor by anyone in respect of the aforesaid property or any part thereof, on any ground whatsoever.

on this day of .....2013.

Witness :

Executants

1.....

2.....

**SPECIMEN SIGNATURE AND PASSPORT SIZE PHOTOGRAPHS OF THE PERSON IN  
WHOSE FAVOUR CONVERSION SOUGHT DULY ATTESTED BY  
NOTARY/FIRST CLASS MAGISTRATE**

Name \_\_\_\_\_, S/o; W/o. \_\_\_\_\_  
Application No. \_\_\_\_\_, Property No. \_\_\_\_\_  
\_\_\_\_\_

1. (Specimen Signature)

Attestation

Affix  
Photograph

2. (Specimen Signature)

Attestation

Affix  
Photograph

3. (Specimen Signature)

Attestation

Affix  
Photograph

4. (Specimen Signature)

Attestation

Affix  
Photograph

If the applicant is allottee/lessee, then his/her photographs and in case of applicant being an attorney the photographs of person named in column 3 of the application form are required to be submitted as above.

## ANNEXURE 'H'

## DETAILS OF PAYMENT GROUND RENT

<i>Sl. No.</i>	<i>Challan No.</i> <i>Period</i>	<i>Date of Deposits</i>	<i>Amount</i>	
			<i>From</i>	<i>To</i>

(Attested true copies of the proof of above payment to be enclosed).

Application/Challan/G-8 No. \_\_\_\_\_

**CONVERSION FROM LEASE HOLD INTO FREEHOLD**

Challan for remittance of money towards conversion charges and processing fees

**FIRST COPY**  
(Applicant's copy)

File No. ....

Date : ..... 20.....

Name & Address of the allottee with details of property:	Details of deposits (score out whichever is not applicable)	Amount
Name and Address :	1. Conversion charges	Rs. _____/-
_____	2. Unearned Increase	Rs. _____/-
_____	3. Penalty, if any	Rs. _____/-
_____	4. Damages/Misuse Charges	Rs. _____/-
_____	5. Processing Fee	Rs. 500/-
	Total :	Rs. _____/-

1. Total amount deposited (in words) \_\_\_\_\_

2. Cash/Demand/Draft No. \_\_\_\_\_ dated.....

3. Name of the Bank on which Drawn

Dated:.....

Signature of the applicant

Received the above amount on \_\_\_\_\_

Abstract of details as per columns 19 & 20 of application

1. Conversion charges	Rs. _____/-
2. Unearned Increase	Rs. _____/-
3. Penalty, if any	Rs. _____/-
4. Damages/Misuse Charges	Rs. _____/-
5. Processing Fee	Rs. 500/-
Total :	Rs. _____/-

Conditions :-

1. Conversion is subject to verification of document and records and their correctness.
2. This form is not to be used for payment of Ground Rent or any other dues.

Application/Challan/G-8 No. \_\_\_\_\_

**CONVERSION FROM LEASE HOLD INTO FREEHOLD**  
Challan for remittance of money towards conversion charges and processing fees

**SECOND COPY**  
(Applicant's copy)

File No. ....

Date : ..... 20.....

Name & Address of the allottee with details of property	Details of deposits (score out whichever is not applicable)	Amount
Name and Address :	1. Conversion charges	Rs. _____/-
_____	2. Unearned Increase	Rs. _____/-
_____	3. Penalty, if any	Rs. _____/-
_____	4. Damages/Misuse Charges	Rs. _____/-
_____	5. Processing Fee	Rs. 500/-
	Total :	Rs. _____/-

1. Total amount deposited (in words) \_\_\_\_\_
2. Cash/Demand/Draft No. \_\_\_\_\_ dated.....
3. Name of the Bank on which Drawn \_\_\_\_\_

Dated.....

*Signature of the applicant*

Received the above amount on \_\_\_\_\_

Abstract of details as per columns 19 & 20 of application

1. Conversion charges	Rs. _____/-
2. Unearned Increase	Rs. _____/-
3. Penalty, if any	Rs. _____/-
4. Damages/Misuse Charges	Rs. _____/-
5. Processing Fee	Rs. 500/-
Total :	Rs. _____/-

Conditions :-

1. Conversion is subject to verification of document and records and their correctness.
2. This form is not to be used for payment of Ground Rent or any other dues.

[S1(S)]



INDEMNITY BOND

(To be submitted by the Lessee where the Original Lease Deed has been lost)  
 (On Non-judicial Stamp Paper of Rs. 100/- duly attested by First Class Magistrate)

This Indemnity Bond witnesseth on this \_\_\_ day of \_\_\_\_\_, 2012, I/We \_\_\_\_\_  
 S/o.; W/o.; D/o. \_\_\_\_\_, R/o. \_\_\_\_\_  
 hereinafter called the 'Executant' which terms shall include his/her heirs, successors/executors/ administrator and legal assignees in favour of SOUTH DELHI MUNICIPAL CORPORATION (herein after called the 'Lessor') which terms shall include its heirs, successors, executors administrators and legal assigns.

WHEREAS the Executant(s) is/are the Lessee/Lessee(s)/Allottee(s) and is/are in physical possession of the Commercial Property No. \_\_\_\_\_.

WHEREAS the executants have applied to the Lessor for conversion of the above referred property from leasehold to freehold in their names.

WHEREAS the original Lease Deed executed between the undersigned Lessee(s) and L&DO has been lost.

WHEREAS the Executant(s) have accordingly filed a First Information Report with the police and also have published notices in four leading national newspapers as required under the rules.

AND WHEREAS the Lessor, on the faith and the representation made to it, has agreed to carry out conversion from leasehold to freehold in respect of the above referred property subject to the Executant giving such indemnity, as is hereinafter contained and keeping the Lessor harmless from any claim which anyone may, at any time, institute against the Lessor in respect of the above referred property.

Now this deed witnesses that in consideration of the Lessor agreeing to carry out conversion from leasehold to freehold in respect of the above referred property, the Executant hereby covenants with the Lessor that he will at all times indemnify and keep harmless the said Lessor from all claims and the demand made and all action and proceeding taken against the said Lessor by anyone in respect of the aforesaid property or any part thereof, on any ground whatsoever.

on \_\_\_ day of \_\_\_\_\_.

*Executant(s)*

*Witness :-*

1.....

2.....

To be executed by the person in whose favour conversion is required on Non-Judicial Stamp Paper of Rs. 100/- duly attested by First Class Magistrate)

INDEMNITY BOND

Sh./Smt/Km.....S/o.....

.....(hereinafter called 'Executant' which terms shall include his/her heirs, successors/executors/administrator and legal assigns in favour of Commissioner, SOUTH DELHI MUNICIPAL CORPORATION (herein after called the 'Lessor') which terms shall include its heirs, successors, executors administrators and legal assigns.

WHERE AS the Executant is in physical possession of the shop/stall/show window No. .... measuring ..... sqm. by virtue of a valid/registered General/Special Power of Attorney/Agreement to Sell dated ..... executed in his/her favour.

AND WHEREAS the Lessor, on the faith and representation made to it, has agreed to convert leasehold rights in respect of the above referred property into freehold rights subject to the Executant giving such indemnity, as is hereinafter contained, and keep the Lessor harmless from any claim which anyone may, at anytime, institute against the Lessor in respect of the above preferred property.

NOW THIS DEED WITNESSESS that in consideration of the Lessor agreeing to convert the lease hold rights in respect of the above referred property into freehold rights the Executant hereby covenants with the Lessor that he will at all times indemnity and keep harmless the said Lessor from all claims and demands made and all actions and proceeding taken against the said Lessor by anyone in respect of the aforesaid property of any part thereof, or any ground whatsoever.

Executed on this day of .....2013.

Executant

Witnesses :-

1. ....

2. ....

(To be submitted on non-judicial stamp paper of Rs. 100/-)

HIRE PURCHASE AGREEMENT FOR Shop/Stall/Platform/Fuel Depot/Com. Flat \_\_\_\_\_  
Market, Delhi

1. AN AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_ between the Commissioner, South Delhi Municipal Corporation acting through the Addl. Dy. Commissioner/Asst. Commissioner, Land & Estate, South Delhi Municipal Corporation, New Delhi (hereinafter called the "CORPORATION/DEPARTMENT" which expression shall include his successors and assigns) of the one part and \_\_\_\_\_ W/o, S/o, D/o \_\_\_\_\_ (hereinafter called the "LICENCEE" which expression shall mean and include the said \_\_\_\_\_ and his/her heirs, executors, administrators, representatives and permitted assigns) of the other part.
2. Whereas the Licencee is an allottee of shop/stall/show window/com. flat/fuel depot/platform \_\_\_\_\_, Sector- \_\_\_\_\_, New Delhi under the Corporation/Department as per the licence deed executed between the parties referred to above on \_\_\_\_\_ and has requested the Corporation/Department to grant a lease for the said premises after payment of the premium for land of \_\_\_\_\_ and replacement cost of the structure minus depreciation of \_\_\_\_\_.
3. And whereas the Corporation/Department has agreed to demise all that Plot of land underneath the structure and convey the shop/stall/flat/platform/fuel depot No. \_\_\_\_\_ situated in Market, Sec. \_\_\_\_\_, New Delhi and fully described in the schedule hereunder written.
4. And Whereas, the Corporation/Department has also agreed to allow the party of the other part to have the said land leased out to him/her after receiving the full payment and to convey the superstructure comprising shop/stall/com. flat/platform/fuel depot No. \_\_\_\_\_, Market, Sec. \_\_\_\_\_, New Delhi on conditions set out in this indenture.
5. And whereas in respect of the said land and superstructure the other party has agreed to pay the licence fee, rates, taxes etc., in the manner provided hereinafter appearing :-
  - (i) The party of the other part shall hold the said premises as a licensee and he/she shall occupy it as per the conditions set out in the earlier licence deed dated \_\_\_\_\_ executed between the parties referred to above and shall hold the same till such time the ownership of the shop/stall/flat/platform/fuel depot is transferred to him/her in the manner prescribed hereinafter.
  - (ii) 25% of the cost of superstructure comprising shop/stall/platform/ \_\_\_\_\_, Market, Sec. \_\_\_\_\_, New Delhi including premium of land shall be paid by the party of the second part at the time of making this agreement and the balance amount in five six monthly equal installments of \_\_\_\_\_ each together with interest @ 12% P.A. on the remaining balance amount shall be paid on the \_\_\_\_\_ January and \_\_\_\_\_ July of each year. Provided that in the event of non-payment of any of the instalment on the due date, the interest shall be charged @ 15% p.a. instead of 12% p.a. on the remaining balance amount for the period commencing from the due date of the instalment till the payment thereof is made.

- (iii) That in addition to the instalments the Licencee Shall pay annual ground lease rent in advance for the demised premises at the rate of 2/2% of the premium for land and the same is payable in two halves on 15<sup>th</sup> January and 15<sup>th</sup> of July of each year.
- (iv) That in the case of default on the part of the licencee in the payment of any instalment or ground rent, the right of the licencee to get the lease deed conveyance deed executed with respect to licenced premises shall stand forfeited and this action on his part would disentitle the licencee to claim ownership right on lease hold basis as stated above and in that event he/she shall become a temporary monthly licencee as per licencee deed dated \_\_\_\_\_ executed earlier by the licencee in favour of the Commissioner, South Delhi Municipal Corporation. That in event of the allottee failing to make the full payment of capitalized cost in time then the Corporation/Department shall be at liberty to withdraw the offer of ownership rights and also will refund the amount paid towards capitalized cost and ground rent after deducting the licencee fees for the entire period which shall be payable by the allottee(s) and no interest shall be payable by the Corporation/Department.
6. The licencee shall acquire the ownership of the said superstructure please hold basis by getting conveyance on the licencee paying all instalments which will also include the cost of superstructure and ground rent as well as the premium for the land.
7. On the non-observance of any of the covenants and conditions of this agreement and the licencee deed dated \_\_\_\_\_ executed earlier with respect to monthly licencee and on his/her part to be observed and performed (in respect of which, the decision of the Commissioner to the whom the work is transferred shall be final and binding) then and in any case the Corporation/Department shall be at liberty by giving 30 days notice in writing to forthwith determine this agreement and will have the right to resume possession of the premises or cancel the allotment and evict the licencee without making any compensation thereof.
8. The party of the other part shall not permit the said premises or any part thereof being used by my other person for any purpose whatsoever and also shall not introduce any partner nor shall he/she/they transfer possession of the premises with any other person or assign, transfer, change or otherwise alien-ate his interest in the premises till all the instalments along with the interest are fully paid.
9. That in the event of determination of this agreement due to default i. payment of any instalment or ground rent etc. or otherwise, the allottee shall be liable to pay 10% of premium of land as service charges.
10. The allottee shall, until and unless all instalments and its interest thereof are fully paid, keep and maintain all the building and structure of the shop in good order and condition and preserve them and make good all damages whether accidental or otherwise and at all times allow the Corporation/Department or its officials to inspect the same whenever demanded. In the event of the shop being damaged or destroyed beyond repairs by fire or any other cause, the allottee shall nevertheless remain liable for and pay the Corporation/Department of remaining instalments and interest thereof due.
11. The allottee(s) shall not carry out any further construction over and above the existing structure except in accordance with the municipal by-laws and with prior permission of the Corporation/Department.

12. The allottee(s) shall not transfer, sell, assign nor encumber or subject the shop or suffer any decree or order of any court whereby the shop or any portion thereof may be attached or charged, encumbered or otherwise seized or taken in execution in composition with his or editors until and unless all the instalments and interest thereof are full paid and written approval of the department had been obtained.
13. Any time concession or indulgence granted or shown on part of the Corporation/ Department will not prejudice its rights under this agreement.

**SCHEDULE ABOVE REFERRED TO**

Description of structure of the transferred premises :

(i) All that ground/first floor brick built shop/stall/show window/fuel depot/platform. \_\_\_\_\_  
\_\_\_\_\_ Market, New Delhi.

(ii) \_\_\_\_\_ share in the  
staircase \_\_\_\_\_ in the common  
passage and \_\_\_\_\_ share in the lavatory block.

Bounded by \_\_\_\_\_ in the East.

Bounded by \_\_\_\_\_ in the West.

Bounded by \_\_\_\_\_ in the North.

Bounded by \_\_\_\_\_ in the West.

In witness where of the parties here in to have set their hands to his agreement the day month and year first above written.

Witness No. 1. \_\_\_\_\_

Witness No. 2. \_\_\_\_\_

*ASSISTANT COMMISSIONER  
(LAND & ESTATE DEPARTMENT)*

(for and on behalf of THE COMMISSIONER,  
South D.M.C.)

Witness No. 1. \_\_\_\_\_

With his residential address

Witness No. 2. \_\_\_\_\_

With his residential address

*(Signature of the Party of the Other Part)*

UNDERTAKING

(To be submitted by the person in whose name ownership is sought on Non-judicial Stamp Paper of Rs. 10/- duly attested by First Class Magistrate)

I, ..... S/o, W/o, D/o Sh. ....  
 ..... R/o .....

..... do hereby undertake as under :—

1. That I shall pay to SOUTH DELHI MUNICIPAL CORPORATION, immediately on demand, such amount as may be demanded by it on account of arrears of ground rent and/or interest thereon, in respect of commercial shop/stall/sow window/commercial flat (\*strike off whichever is not applicable) bearing No. .... at.....
2. That I shall pay to SOUTH DELHI MUNICIPAL CORPORATION, immediately on demand, such amount, as may be demanded by it on account of maintenance/service charges.
3. That I shall pay, within such time such additional sum/sums towards Conversion Charges, as may be demanded by Lessor, SOUTH DELHI MUNICIPAL CORPORATION, in consonance with revision in Circle Rates by GNCTD prior to the date of execution of Conveyance Deed.
4. That on my failure to pay any sum referred above the compensation of lease hold rights into free hold rights in respect of the above referred property shall be deemed to be null and void and the Lessor/Authority shall be entitled to recover the same as arrears of land revenue with retrospective effect.
5. That it is found by SOUTH DELHI MUNICIPAL CORPORATION, or any other Local Authority, at any point of time, that the above referred property or any part thereof is being used for the purposes other the specified in the lease deed architect control, in violation of the Master Plan of Delhi, I shall, forthwith stop such use.
6. That SOUTH DELHI MUNICIPAL CORPORATION, shall be at full liberty to impose penalty, remove the violations, if any, at my cost.
7. That shall abide by the directions issued to me in this regard by the North Delhi Municipal Corporation.
8. That all the documents submitted by me are signed by genuine persons.
9. That no court case/stay order etc is pending against the said property.  
 ..... day of ..... 2013 .....

In the presence of,

*Lessees/Allottee/Purchaser*

1. ....

2. ....

## SELF ASSESSMENT SHEET FOR CONVERSION ETC.

1. Application No. ....

## 2. DETAILS OF PROPERTY

(Score off paras not applicable)

## A. For Plots :

1. Plot area in sqm. ....

2. Locality of the plot .....

3. Permissible built up area in sqm.....

(in case of commercial plot)

## B. For BUILT UP SHOPS/COMMERCIAL FLATS :

1. Shops area in sqm. ....

(as in the allotment cum demand letter)

2. Locality.....

## 3. CONVERSION CHARGES :

1. (As per Annexure A&amp;B)

(to be mentioned in Column 19 of the Application Form)

## 4. SURCHARGE :

In case the freehold right are sought in favour of person other than the original lessee(s)/  
(s)/allottee(s).

A copy of duly registered sale deed with penalty of Rs. 3,000/- per annum towards non  
intimation of sale with unearned increase of 50% as applicable.

## 5. TOTAL OF CONVERSION CHARGES &amp; SURCHARGE :

Total of Column (3) + (4) above = Rs. \_\_\_\_\_

(N.B. — To be mentioned in Col. 21 of the Application Form.)

## APPLICATION FOR GRANT OF OWNERSHIP RIGHTS

To

The Dy. Commissioner,  
Land & Estate Department,  
South Delhi Municipal Corporation,  
7<sup>th</sup> floor, SPM Civic Centre,  
J.L. Nehru Marg, New Delhi-110 002.

Passport size  
photograph of

Sir,

With reference to your recent advertisement in the Press, I request that ownership rights in respect of Shop/Stall/Show Window/Com. Flat No. \_\_\_\_\_ Market, New Delhi, may kindly be granted to me. The necessary details are given below :

1. Full Name of the Applicant (in block letters) : \_\_\_\_\_
2. Location/Address of the shop/stall/  
show window/com. flat/fuel depot  
for which ownership is being applied : \_\_\_\_\_  
\_\_\_\_\_
3. Present residential address : \_\_\_\_\_  
\_\_\_\_\_
4. Permanent residential address : \_\_\_\_\_  
\_\_\_\_\_
5. Nationality : \_\_\_\_\_
6. Under which category the applicant falls :
  - (a) Whether original allottee : Yes/No
  - (b) Whether the Shop/Stall/Show Window/  
Com. Flat stands regularized in his/her  
name on the basis of partnership deed,  
etc. documents on or before 31-8-2000 : Yes/No
  - (c) Whether the applicant was in bonafide  
and undisputed possession of the shop/  
premises on or before 31-08-2000 and  
still authorizedly running business from  
there. : Yes/No



(d) Documentary proof :  
(Attested photocopies of documents to be enclosed in support of actual possession)

- (i) Shop Registration Certificate : Yes/No  
(ii) Partnership Deed : Yes/No  
(iii) Dissolution Deed : Yes/No  
(iv) No Objection from the bonafide allottee : Yes/No

I hereby accept the terms and conditions under which the South Delhi Municipal Corporation has decided to confer ownership rights including payment and all arrears against the premises, revised licence fee and any other charges from the date(s) fixed by the Dept. from time to time.

Enclosures :

- (1) .....  
(2) .....  
(3) .....  
(4) .....  
(5) .....

Yours faithfully,

*Signature of the applicant*

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Verification/Identification respective Market Association and Federation of Markets Association

\_\_\_\_\_  
Signature & seal of  
President/Secretary

\_\_\_\_\_  
Market Association

\_\_\_\_\_  
Signature & seal of  
President/Secretary

\_\_\_\_\_  
Market Association

Note : \*Photograph should be attested by a gazetted officer/First Class Magistrate on the front.

\*Affidavit on a non-judicial stamp paper of Rs. 10/- attested by a First Class Magistrate.

ANNEXURE 'O'

SOUTH DELHI MUNICIPAL CORPORATION  
LAND & ESTATE DEPARTMENT  
E-BLOCK, 7th FLOOR, SPM CIVIC CENTRE,  
J.L. NEHRU MARG, NEW DELHI-110 002

No. \_\_\_\_\_

Date : \_\_\_\_\_

To.

Smt./Shri .....

Shop/Stall/Fiat No. ....

.....  
New Delhi.

Subject :— Grant of ownership rights in respect of Shop No. ....  
.....Market, Delhi/New Delhi.

Sir/ Madam,

Please refer to this Office letter No. .... dated ..... on this subject cited above and to request you to submit following documents :—

1. Affidavit duly attested by First Class Magistrate regarding your present and permanent address.
2. Affidavit duly attested by First Class Magistrate regarding no unauthorised construction/encroachment in the said premises.
3. Two photographs & Election Card/PAN Card/Passport towards ID Proof, duly attested by Gazetted Officer.
4. Present occupancy proof in your name (self attested photocopy of latest paid BSES/MTNL Bill).
5. Attested photocopy of Permanent Account Number.
6. Hire Purchase Agreement/Indemnity Bond/Undertaking.
7. Bank Draft of Rs. ....
8. Affidavit duly attested by First Class Magistrate as to no other person/persons has/have ever raised any claim/objection of your possession of the shop.
9. Affidavit duly attested by First Class Magistrate to the effect that you have no other shop in your name.
10. To appear before A.O./A.C./A.D.C. (L&E) along with the original documents on the day intimated for the purpose.
11. In case of death of the allottee, please furnish the Death Certificate in original and no objection from the remaining legal heirs.
  - All Affidavits must be on Rs. 10/- stamp paper.
  - Payment will be accepted only after submission of the requisite documents.

Yours faithfully,

ASSTT. COMMISSIONER  
Land & Estate Department

SOUTH DELHI MUNICIPAL CORPORATION  
 LAND & ESTATE DEPARTMENT  
 E-BLOCK, 7th FLOOR, SPM CIVIC CENTRE,  
 J.L. NEHRU MARG, NEW DELHI-110 002

No. \_\_\_\_\_

Date : \_\_\_\_\_

To

.....  
 .....  
 .....  
 .....

**Subject** :— Grant of ownership rights on lease hold basis of Shop/Stall/Show Window/Com. Flat No. .... in ..... Market, Delhi/New Delhi.

Dear Sir/Madam,

It has been decided by the SOUTH DELHI MUNICIPAL CORPORATION to grant lease hold rights of land underneath the premises of Shop/Stall/Com. Flat/Show Window No. .... in ..... Market, New Delhi and conveyance of super-structure standing thereon to you on the execution of lease and conveyance deeds as in the proforma prescribed by the SOUTH DELHI MUNICIPAL CORPORATION and on your registering the same with the sub-registrar Delhi/New Delhi as your own cost. This offer is subject, inter-alia, to the following terms and conditions :—

- (a) The land under Shop/Stall/Com. Flat/Show Window will be on lease for 99 years.
- (b) Payment to be made in lump sum of Rs. .... being the premium for the land.  
 .....
- (c) Payment to be made in lump sum of Rs. .... being the replacement cost of the structure minus depreciation.
- (d) Arrears of licence fee along with damages if any and licence fee/damages arrears as detailed below and interest @ 12% on the arrears to be cleared. The rate of licence fee/damages recoverable from the dates mentioned against each is as under :—
  - (i) Licence fee/damage Rs. .... P.M. from ..... to .....
  - (ii) .....
  - (iii) .....
  - (iv) .....

- (v) .....
- (vi) Any additional charges to be recoverable : .....
- (vii) Interest on (i) to (.....) above upto ..... Rs. ....
- (e) Licence fee is being revised w.e.f. .... You will be required to clear the dues as and when the revised rates are intimated. Please give an undertaking to this effect as in enclosed proforma.
- (f) Submit an affidavit sworn before a First Class Magistrate that there is no unauthorized construction/encroachment in the premises and if any such irregularity is noticed later, you will remove the same whenever you are directed to do so and that in case of failure to do so the offer will be treated as withdrawn and you will be liable to such action as may be deemed necessary.
- (g) Payment of annual ground lease rent at the rate of 2.5% of the cost of land as in (b) above which works out to Rs. .... No representation in this regards will be entertained. The annual ground rent is subject to revision.
- (h) The annual ground lease rent shall be required to be paid in half yearly instalments in advance, i. e. between 1st Jan and 15<sup>th</sup> January and 1st July and 15<sup>th</sup> July each year irrespective of the fact whether the same have been demanded or not and in case of your failure to make payment of ground lease rent on due dates you or not and in case of your failure to make payment of ground lease rent on due dates you will render yourself liable to pay interest at such rates as SOUTH DELHI MUNICIPAL CORPORATION may fix from time to time for the period the ground rent is delayed from the date it fell due.
- (i) You shall not be entitled to sub-divide the premises or to transfer the whole or part thereof by sale/mortgage/gift or otherwise the said premises or building erected thereon or any part thereof without obtaining prior approval in writing of the SOUTH DELHI MUNICIPAL CORPORATION.
- (j) 50% unearned increase will be required to be paid to the SOUTH DELHI MUNICIPAL CORPORATION in advance at the time of each assignment or transfer.
- (k) No addition and alteration in the premises will be carried out without the approval of the L & E Deptt. of SOUTH DELHI MUNICIPAL CORPORATION.
- (l) The SOUTH DELHI MUNICIPAL CORPORATION shall also have the right to revise the annual ground lease rent after every successive period of 30 years.
- (m) You will not be allowed to encroach upon the common services areas including the common verandah or passage or staircase or any other place meant for common use or to raise construction of any sort or place goods thereon so as to obstruct the common use thereof. You will pay maintenance charges for the common services places as may prescribed from time to time.
- (n) You are liable to pay licence fee/damages till full payment as in (b), (c) and (d) above is made.

The right to grant lease or refuse ownership of superstructure of Shop/Stall/Com. Plat/Show Window referred to above to any person/body is reserved by the SOUTH DELHI MUNICIPAL CORPORATION and no representation on that account shall be entertained.

If the above terms and conditions are acceptable to you, you are requested to send your UNQUALIFIED CONSENT in writing immediately together with two separate Bank Drafts one in respect of arrears and another in respect of premium of land plus cost of structure as referred to in para-1 above drawn in favour of the COMMISSIONER, SOUTH DELHI MUNICIPAL CORPORATION within 60 (Sixty) days from the date of issue of this letter, failing which the offer hereby made will stand withdrawn and cancelled without any further reference to you.

You are also required to furnish Income-Tax Clearance Certificate and Permanent Account No. \_\_\_\_\_

In case you desire to make payment of Capitalized value in instalments, then please collect the Hire Purchase Agreement proforma from this Office and complete the other requisite formalities.

Yours faithfully,

ASSTT. COMMISSIONER  
*Land & Estate Department*

ANNEXURE 'Q'

AFFIDAVIT

(To be submitted on Non-judicial Stamp Paper of Rs. 10/- duly attested by  
a First Class Magistrate)

I/We \_\_\_\_\_, S/o; W/o.; D/o. \_\_\_\_\_  
R/o. \_\_\_\_\_ do hereby undertake as under :-

That I/we am/are the allottee/licencee(s) in physical possession of \_\_\_\_\_ measuring  
\_\_\_\_\_ sqm. bearing No. \_\_\_\_\_ Market, \_\_\_\_\_, New Delhi.

That there is no unauthorized construction/encroachment in the premises.

That the site/key plan has been duly prepared by a registered architect.

That there is no case pending in any court of law in respect of the aforesaid property.

That the use of the aforesaid property, as prescribed in the terms and conditions of licence  
deed is commercial and the trade is as per terms and conditions of Licence Deed.

The up to date Licence Fee and CV (Capital Value) have been paid in respect of the above  
referred property.

That the contents of accompanying application for conversion from licence to leasehold in  
respect of the above referred property are true and correct and the documents annexed thereto are  
genuine.

DEPONENT

VERIFICATION :

Verified on this \_\_\_\_\_ day of \_\_\_\_\_ 2013 that the contents of the above affidavit  
are correct to my knowledge and belief. Nothing contained herein is untrue and nothing material is  
concealed therefrom.

DEPONENT

**LIST OF MARKETS WHICH ARE TO BE COVERED  
UNDER THE SCHEME OF CONVERSION**

S. No.	Name of Market	Zone	Total No. of Properties	Status
1.	Ansari Market, Darya Gani	CNZ	107	Lease
2.	Central Market, LPN	CNZ	241	Lease/Freehold
3.	Jung Pura, Masjid Rd.	CNZ	40	Lease/Freehold
4.	Sewa Nagar Market	SZ	72	Lease
5.	Tilak Nagar, New Market	WZ	78	Lease
6.	Tilak Nagar, Old Market	WZ	41	Lease
7.	Defence Colony Market	CNZ	49	Lease
8.	Kalkaji Market	CNZ	60	Lease/Freehold
9.	Jungpura Market	CNZ	32	Lease/Freehold
10.	Tihar-I Market, Subhash Nagar	WZ	60	Lease
11.	Pushpa Market, LPN	CNZ	42	Lease/Freehold
12.	Krishna Market, LPN	CNZ	56	Lease/Freehold
13.	Malviya Nagar Market	SZ	48	Lease
14.	Sunder Nagar Market	CNZ	34	Lease/Freehold
15.	Nizamuddin West	CNZ	20	Lease/Freehold
16.	Nizamuddin East	CNZ	19	Lease/Freehold
17.	Nizamuddin Extn.	CNZ	19	Lease/Freehold
18.	Mohar Chand Market,	CNZ	152	Licence/Lease/Freehold
19.	R.K. Puram, Sec.-I,	SZ	48	Licence/Lease/Freehold
20.	R.K. Puram, Sec.-II,	SZ	48	Licence/Lease
21.	R.K. Puram, Sec.-III,	SZ	45	Licence/Lease
22.	R.K. Puram, Sec.-IV,	SZ	49	Licence/Lease
23.	R.K. Puram, Sec.-V,	SZ	41	Licence/Lease
24.	R.K. Puram, Sec.-VI,	SZ	41	Licence/Lease/Freehold
25.	R.K. Puram, Sec.-VII, C-1	SZ	20	Licence/Lease
26.	R.K. Puram, Sec.-VII, C-2	SZ	20	Licence/Lease
27.	R.K. Puram, Sec.-VIII,	SZ	64	Licence/Lease/Freehold
28.	R.K. Puram, Sec.-IX	SZ	12	Licence/Lease
29.	R.K. Puram, Sec.-XII	SZ	48	Licence/Lease/Freehold
30.	R.K. Puram, Site-D	SZ	50	Licence
31.	Kasturba Market	SZ	59	Lease/Licence
32.	Nanak Pura	SZ	90	Lease/Licence
33.	Nanak Pura, South Moti Bagh	SZ	105	Licence/Lease/Freehold
34.	Pratap Mkt. Jungpura,	CNZ	40	Lease/Freehold
35.	Guru Nanak Mkt., LPN	CNZ	32	Lease
36.	Amar Colony Mkt. LPN	CNZ	34	Lease/Freehold
37.	Lajpat Nagar, Ph.-IV (2-IV)	CNZ	18	Lease/Freehold
38.	Andrews Gani	SZ	38	Lease/Licence

[ 96(S) ]

(ii) Resolution No. 243 of the Standing Committee dated 5-3-2013.

Resolved that it be recommended to Corporation that the proposal of the Commissioner as contained in his letter No. F. 33/L&E/SDMC/524/C&C dated 15-2-2013 regarding implementation of policy of conversion of commercial properties transferred from GOI(L&Do/Dte. of Estates) to erstwhile MCD, be approved.

**Urgent Business No. 33**

**Subject :—** Regarding proposal for creating new sites for booking for marriages etc. and approval of revision of rates and process of park booking etc.

(i) Commissioner's letter No. F. 33/Hort./SDMC/516/C&C dated 5-2-2013.

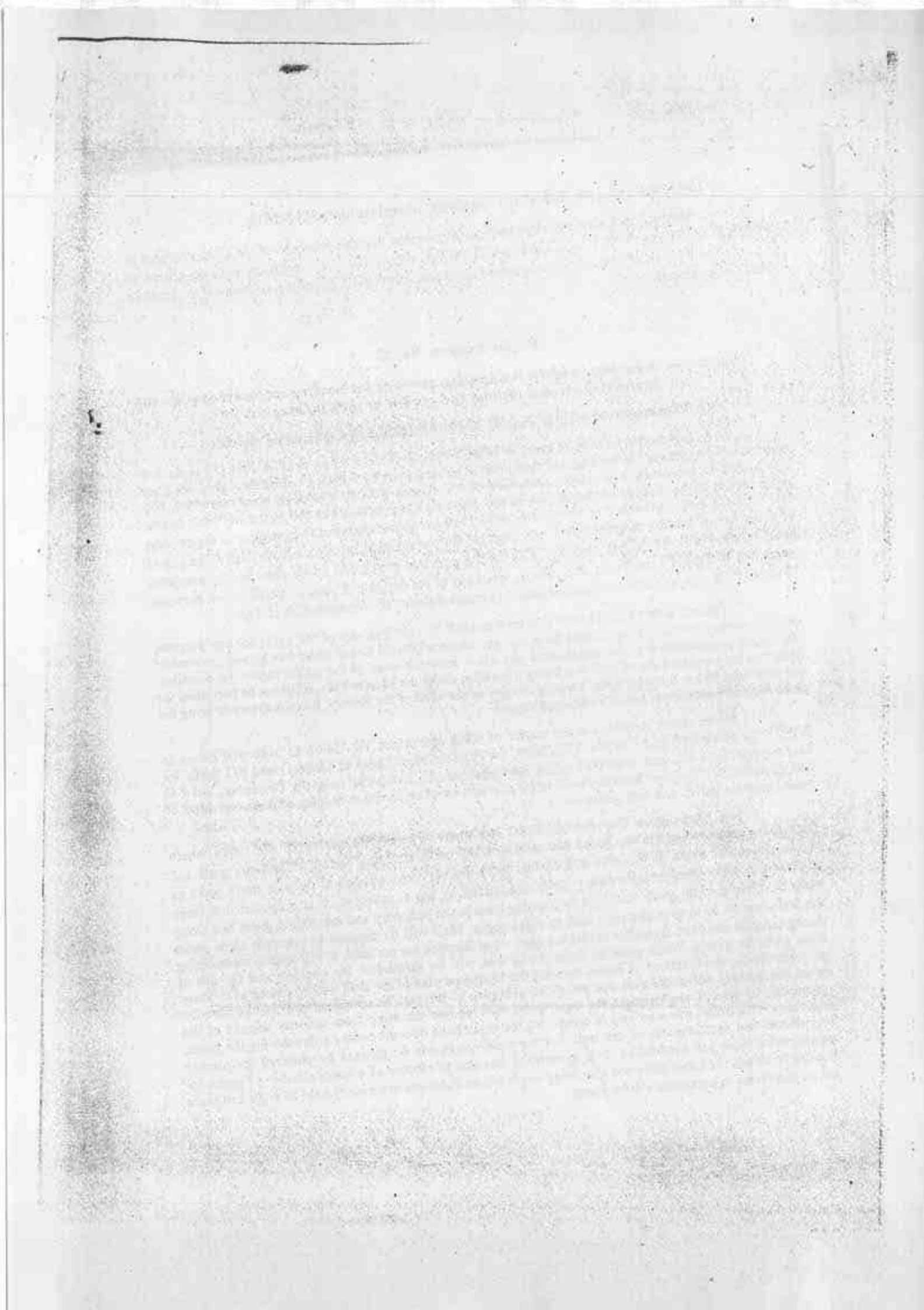
At present there are 6400 parks in SDMC and out of these 63 number of Sites (58 parks & 5 other sites) are allowed for holding marriages and other functions by booking online through CSB. (List attached at Annexure-I). It is worth mentioning that earlier in SDMC area there were more than 600 parks used to be booked for holding functions etc. Supreme Court of India in the matter of "M.C. Mehta V/s. Union of India and others" in WP(C) No. 4677/1989 has shown displeasure in respect of degradation of parks due to holding of marriages of etc. Hon'ble Supreme Court has also directed that "The use of parks by the MCD, the NDMC and the DDA for the purposes mentioned above shall not be permitted more than 10 days in a month. In other words, when any of the designated park is used for such purposes 10 days in a month, no function thereafter shall be permitted during the remaining 20/21 days".

Further, Court also directed that no tree shall be cut from any of the parks for any purpose, specially to facilitated holding of these functions etc. In the aforesaid matter court has agreed the view of Mr. Mehta (Applicant) that the recreational and other aesthetic uses of the parks cannot be curtailed. Also, that the permitted use of park was being recreation under the Master Plan, it cannot be permitted for any other use. But at the same time, keeping in view of the need of the society, it is illecessary to bring the parks back to their normal use in a sustained manner.

In the recent judgment in the matter of RWA and others V/s Union of India and others in WP(C) No. 8582/2009 and CM No. 5665/2009, the Hon'ble High Court of Delhi closed 531 parks for holding marriages etc. and allowed holding marriages etc. in 144 parks only till December, 2014 in undivided MCD. The Court is mainly worried for degradation of parks due to holding of functions. Most of these parks are barren and lack green cover.

The Horticulture Department/SDMC has made a survey/inspection of the parks where functions are allowed and it was found that most of these parks are lying barren without any grass and shrubs etc. in the parks. It was also noticed that there are very less number of trees in these parks as compared to other ornamental/ordinary parks maintained by the department. It is proposed that these parks be converted into green landscape by planting trees in the periphery and maintaining green belt along the boundary so as to give aesthetic look to these parks. Mali will be deputed to maintain these parks during function days and thereafter during the days when function are not held. It will help in maintaining these parks as green. While planting these parks area will be earmarked for cooking and for use of generator during the functions. A Board showing the landscape plan of the sites will be placed in all these parks. Department will make sure that the above said plan of the park be complied with, by the function organizers. In case of any damage, the department will recover the same from security deposit of the organizers. This effort will also help in complying the basic issue of court order i.e. preserving the green, recreational and aesthetic use of the land. Further these parks can be utilized by children for playing games, when these are not booked. It is to mention that due to closure of a large number of parks for holding functions the other parks are also being degraded, as functions are mainly held in night and there are no chowkidar in horticulture department.





ANNEXURE ('G')

FOR BUILT-UP SHOPS/STALLS/COMMERCIAL FLATS/SHOW-WINDOWS  
INCLUDING FUEL DEPOTS OF L&DO/DOE

APPLICATION-I: 000012

APPLICATION FORM FOR CONVERSION OF LEASE-HOLD  
PROPERTY INTO FREEHOLD IN RESPECT OF  
BUILT-UP SHOPS/STALLS/COMMERCIAL FLATS/SHOW-WINDOWS INCLUDING  
FUEL DEPOTS OF L&DO/DOE

1. Name of the first Firm/Company allottee/sub-lessee/ lessee/ (wherever the words sub-lessee appears it is applicable only incase of plots allotment through industrial cooperative societies)
  - a) Father/Husband Name: \_\_\_\_\_  
Address: \_\_\_\_\_
  - b) Name of the Second/Joint allottee/sub-lessee/lessee if applicable: \_\_\_\_\_  
Father's/Husband's Name: \_\_\_\_\_  
Address: \_\_\_\_\_
2. Name of the applicant (if attorney)  
Father/Husband's Name: \_\_\_\_\_  
Address: \_\_\_\_\_
3. If the applicant is attorney, detail of the person in whose favour the conversion is sought.
  - i) Name: \_\_\_\_\_  
Father/Husband's Name: \_\_\_\_\_  
Address: \_\_\_\_\_
  - ii) Name: \_\_\_\_\_  
Father/Husband's Name: \_\_\_\_\_  
Address: \_\_\_\_\_
4. If the applicant is attorney.
  - i) Whether the attested copy of power attorney is attached? (YES)(NO)
  - ii) Whether the document showing possession of the premises with the person named in column 3 is enclosed. (YES) (NO)
  - i) Whether agreement to sell or any other document to evidence the transaction in favour of the person named in column 3 is enclosed? (YES) (NO)
5. File No.(if known) \_\_\_\_\_
6. Details of property  
Plot allotted through industrial cooperative societies.  
Name of Society \_\_\_\_\_  
Name of Colony \_\_\_\_\_  
Plot No..... Plot Area..... Sq.mtr.....

Covered area on ground and other floor, if any.

Sector..... Block ..... Pocket.....

7. Date of physical Possession (if available)
8. Whether the lessee/sub-lessee deed is executed and registered?
9. Details of the registration of lessee deed /sub-lease, if any in respect of plots.  
Reg. No. \_\_\_\_\_ Block No. \_\_\_\_\_  
Vol. No. \_\_\_\_\_ Page from \_\_\_\_\_ To. \_\_\_\_\_  
Date. \_\_\_\_\_
10. Whether the use of the property is as per lease deed /sub-lease deed/allotment letter?  
(YES)(NO)
11. i) If not the area of the portion being used for the purpose other than the prescribed use.  
\_\_\_\_\_ Sq. mtr.  
ii) Type of activity carried out in portion referred at 11 (i) above.
12. For the building constructed by the lessee/sub-lessee/allottee, copy of the completion certificate/"D" form id enclosed? (YES)(NO)
13. Whether property stand Mortgaged? (YES)(NO)  
If 'Yes' whether no objection certificate from the mortgagee(s) enclosed? (YES)(NO)
14. Whether the sub-lessee/sub-lessee/allotment was cancelled/property re-entered?  
(YES)(NO)  
If 'Yes' whether restored? (YES)(NO)
15. Whether there is any dispute pending in a court of law? (YES)(NO)
16. Whether any application for substitution/ Mutation is pending? (YES)(NO)
17. Whether there is unauthorized construction in the premises? (YES)(NO)
18. Amount of yearly Ground Rent of individual Plots as per allotment/ demand letter?  
Rs. \_\_\_\_\_  
Whether up to date ground rent along with interest for related payment, if any,  
has been paid? (YES)(NO)
19. Self Assessment of Conversion charge Payable  
Applicant is requested to calculate conversion charges etc. on self assessment basis in the  
appendix to the application form before filling the columns given below:-  
(In words.....only) (Rs. \_\_\_\_\_)
20. Surcharge wherever prescribed if the applicant is attorney  
(In words.....only) (Rs. \_\_\_\_\_)
21. Sum total of 19 to 20

I/We certify that the information given above is true and correct. I/We understand that if any fact has been suppressed or misrepresented, it shall render this application invalid, and conversion null or void.

Place \_\_\_\_\_

Date \_\_\_\_\_

Signature of Lessee/Sub-lessee  
Allottee/ Attorney

(TO BE PUBLISHED IN PART-IV OF THE DELHI GAZETTE EXTRAORDINARY)  
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
REVENUE DEPARTMENT, 5, SHAM NATH MARG, DELHI.

No.F.1(953)/Regn. Br./Div.Com./HQ/2014/3943

Dated 22/09/2014

NOTIFICATION

No.F.1(953)/Regn. Br./Div.Com./HQ/2014:- In exercise of power conferred by sections 27 and 47A of the Indian Stamp Act, 1899 (2 of 1899) as in force in Delhi and in pursuance of the provision of rule 4 of the Delhi Stamp (Prevention of Under-valuation of Instruments) Rules, 2008, read with the Ministry of Home Affairs, Government of India SO1736(No.F.2/5/61-Judl-I) dated the 22<sup>nd</sup> July, 1961 and Notification S.O. 2709 (41/2/66-Delhi), dated the 7<sup>th</sup> September, 1966 and in supersession of this Government's Notification No.F.1(152)/Regn. Br./Div.Com./HQ/2011/780 dated the 4<sup>th</sup> December, 2012, the Lt. Governor of the National Capital Territory of Delhi hereby revises and notifies, the minimum rates (Circle rates) for valuation of lands and immovable properties in Delhi for the purposes and intent of the said Act and the rules made thereunder, as specified in Annexure- I annexed to this notification.

The above rates, inter alia, shall be taken into consideration for registration of instruments relating to lands and immovable properties in Delhi by all the Registering Authorities under the provisions of the Indian Stamp Act, 1899 (2 of 1899) and the Indian Registration Act 1908 (XVI of 1908) as in force in Delhi at the time of registration of instruments.

These revised rates shall come into force with effect from 23.09.2014.

By order and in the name of the  
Lt. Governor of the National Capital Territory of Delhi,



(Sanjay Kumar)  
IAS

Spl. Inspector General (Registration)

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 311

LECTURE 10

STATISTICAL MECHANICS

ENTROPY

AND THE SECOND LAW

OF THERMODYNAMICS

AND THE ARROW OF TIME

AND THE FUTURE

OF THE UNIVERSE

AND THE

ORIGIN OF LIFE

AND THE

ORIGIN OF


CONSCIOUSNESS

AND THE

ORIGIN OF

Copy to:

1. The Pr. Secretary to L.G Delhi.
2. The Principal Secretary to the Chief Minister, Delhi.
3. The Pr. Secretary (GAD), Govt of NCT of Delhi with one spare copy for its publication in Delhi Gazette Part- IV (extraordinary).
4. The Secretary, Govt of India, Ministry of Home Affairs, North Block, New Delhi.
5. The Secretary to Finance Minister, Govt. of NCT of Delhi.
6. The Secretary to Revenue Minister, Govt. of NCT of Delhi.
7. OSD to chief secretary, Delhi.
8. The Pr. Secretary (Finance), Govt. of NCT of Delhi, Delhi Secretariat, New Delhi.
9. All Dy. Commissioners (Revenue), ADMs, SDMs, Sub-Registrars/DIOs
10. State Informatics officer, NIC, Delhi Secretariat, Delhi.
11. PS to Divisional Commissioner, Delhi.
12. System Analyst with the request to make necessary changes in DORIS programme and also upload the notification on the web site of revenue Department, GNCT of Delhi.
13. Consultant (Revenue).
14. Guard file.

  
(Sanjay Kumar)  
IAS

Spl. Inspector General (Registration)-I



## ANNEXURE-I

Minimum Rates (Circle Rates) for valuation of land and properties for the purpose of payment of stamp duty under Indian stamp Act, as applicable to Delhi & registration fees under the Registration Act, 1908 in Delhi:-

### 1. Minimum land rate for Residential Use:-

Table-1.

Category of the locality	Minimum rates for valuation of land for residential use (in Rs. Per Sq. mtr.)
A	774000
B	245520
C	159840
D	127680
E	70080
F	56640
G	46200
H	23280

### 2. Minimum Land Rates for Commercial, Industrial and other uses:-

The following multiplying factors shall be employed to the above minimum land rates of residential use, to arrive at the cost of land under other following uses:-

Table-1.1

Use*	Public Utility e.g. private school, colleges, hospitals	Industrial	Commercial
Factor	2	2	3

\* Definition are as per unit area property tax system





5. Minimum rates for cost of construction:-

3.1 The base unit rate of cost of construction will be :-

Table-1.2

Category of the locality	Minimum rates of construction for residential use (in Rs. Per Sq. mtr.)	Minimum rates of construction for Commercial use (in Rs. Per Sq. mtr.)
A	21960	25200
B	17400	19920
C	13920	15960
D	11160	12840
E	9360	10800
F	8220	9480
G	6960	8040
H	3480	3960

3.2 In order to take into account the age of structures, the following multiplying factor shall be employed to the minimum cost of construction mentioned above:-

Year of completion	Prior to 1960	1960-69	1970-79	1980-89	1990-2000	2000 onwards
Age factor	0.5	0.6	0.7	0.8	0.9	1.0

3.3 To calculate the valuation of different structures, the following multiplying factors to the above minimum cost of construction shall be employed under colonies in G and H category:

Structure Type	Pucca	Semi-Pucca	Katcha
Multiplicative	1.0	0.75	0.5



4. Minimum rates of built-up flats upto four storeys:-

Table 1.3

Category of flats depending on plinth area (sq. Meters.)	Minimum built-up rate (in rupees per sq meters) for DDA colonies and group housing society (in case of residential use)	Minimum built-up rate (in rupees per sq meters) for DDA colonies/co-operative housing societies/ flats by private builder (in case of commercial use)	Multiplying factors for private colonies
Up to 30 sq meters	50400	57840	1.10
Above 30 and upto 50 sq meter	54480	62520	1.15
Above 50 and upto 100 sq meter	66240	75960	1.20
Above 100 sq meter	76200	87360	1.25

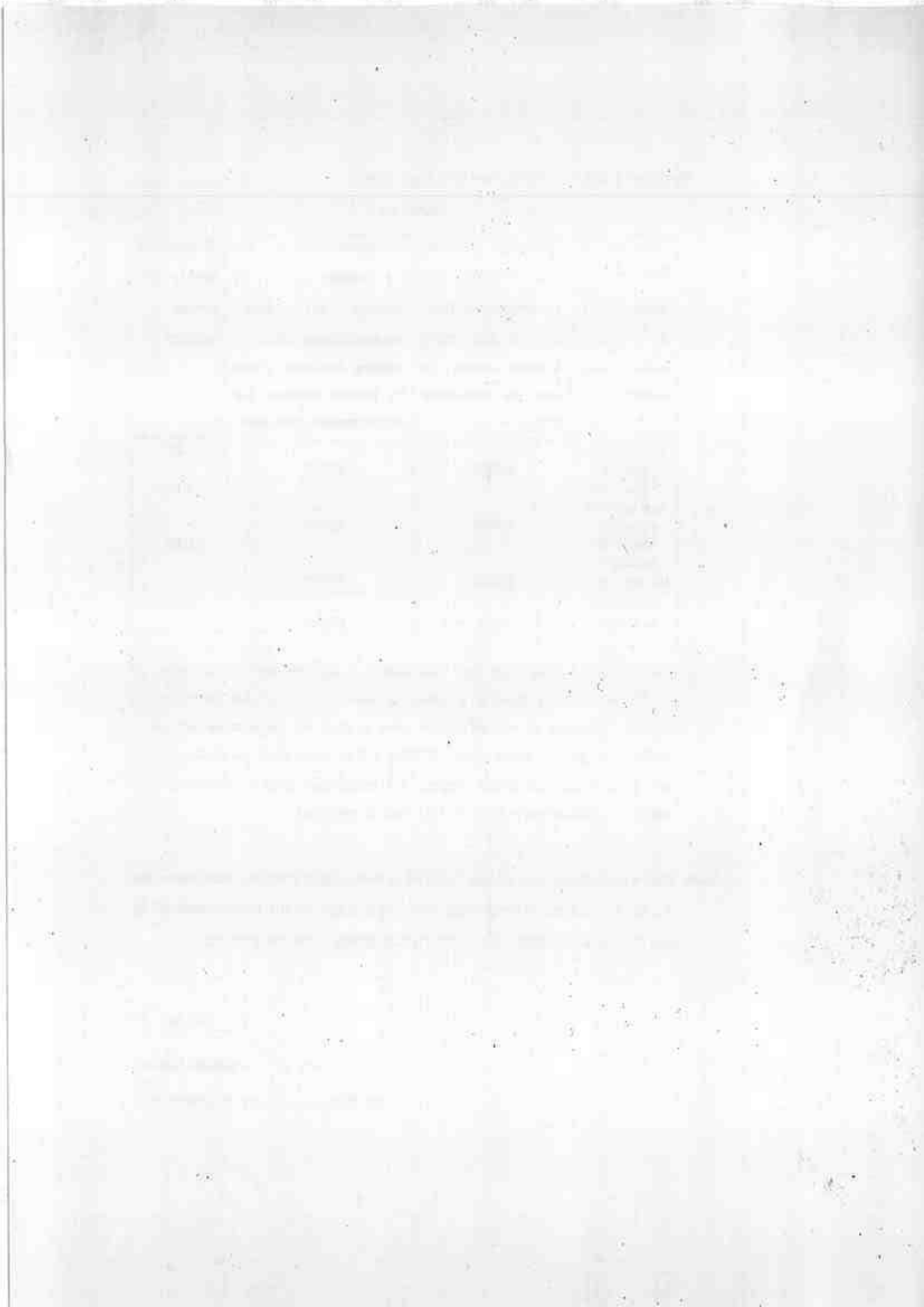
4.1 For the flats having more than four storeys, a uniform rate per sq. metre of Rs. 87840/- will be taken as a minimum value of built up rate for residential purpose. Whereas in case where the same is used for commercial purpose, a uniform rate per sq. metre of Rs. 100800/- will be taken as a minimum value of built up rate for commercial purpose. For multistories flats by flats by private builders, a multiplicative factor of 1.25 shall be employed.

Note- Where part plinth area, say one floor, of an independent property other than a flat is sold, the relevant minimum land cost may be taken for the proportionate plinth area sold, and minimum cost of construction applied on plinth area sold.



(Sanjay Kumar)  
IAS

Spl. Inspector General (Registration)-I



DELHI URBAN SHELTER IMPROVEMENT BOARD

GOVT. OF NCT OF DELHI

(Meeting Cell)

Ph. 011-23378453

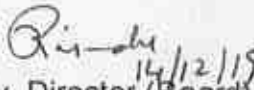
No: DD (Board)/DUSIB/2019/D-59

Dated: 14.12.2019

Meeting Notice

In continuation of earlier Meeting Notice No. DD (Board) DUSIB/2019/D-56 dated 12.12.2019, ***please find enclosed herewith the Additional Agenda Item for the 28<sup>th</sup> Board Meeting for kind perusal and information.***

Encl: As above

  
14/12/19  
Dy. Director (Board)

To:

1. Hon'ble Chief Minister, GNCT of Delhi/Chairperson of DUSIB.
2. Hon'ble Minister of Urban Development, GNCT of Delhi/Vice Chairperson of DUSIB.
3. Shri Sahi Ram, MLA, Tughlakabad (AC. No. 52), T-56, Tehkhand Extn., Okhla Phase-I, Delhi-24
4. Shri Akhilesh PatiTripathi, MLA, Model Town (AC. No. 18)
5. Shri Hazari Lal Chauhan, MLA, Patel Nagar (AC No. 24).
6. Shri Rajeev Kumar, Municipal Councilor (Ward-05E) East Delhi.
7. Shri Adesh Kumar Gupta, Municipal Councilor (Ward-98N) North Delhi.
8. Ms. Tulsi Joshi, Municipal Councilor (Ward-65S) South Delhi.
9. Vice Chairman, DDA.
10. Jt. Secretary (L&W), M/o UD, GoI, NirmanBhawan-representative of M/o UD.
11. Pr. Secretary (UD), UD Deptt, GNCT of Delhi.
12. Chairman, NDMC.
13. CEO, Delhi Jal Board.
14. Director (Local Bodies), GNCT of Delhi.
15. CEO, DUSIB.
16. Member (Admn/Finance/Power), DUSIB.
17. Shri Bipin Kumar Rai, Expert (non-official).
18. Shri A.K. Gupta, Expert (non-official).