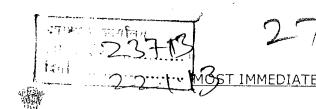
अति आ (वो ) यू. ई. एण्ड पी. अपरे सं MOUD - 29



No. K-12011/4/2011-DD-I (UDM Dy. No. 303/13) भारत सरकार/Government of India शहरी विकास मंत्रालय /Ministry of Urban Development

निसांण भवन/Nirman Bhavan नई दिल्ली/New Delhi Dated, the 21<sup>st</sup> January, 2013

To Wills

1. The Vice Chairman, Delhi Development Authority, Vikas Sadan, INA, New Delhi.

2. The Director

National Institute of Urban Affairs I & II floor, Core 4-B India Habitat Centre, Lodhi Road, New Delhi-110003 Commr (Plg.)-I's Office
Diary No I - 119
Date: 23 1113

Rul 2011

Subject: Review of Master Plan 2021:- Injustice for not providing 210 ft. wide highway road facing east direction as per our residents perpetual lease/maps and vide DDA Drawing.

Sir,

I am directed to forward herewith a copy of letter dated 1-1-2013 received from Residents Welfare Society (Regd.).

It is requested that the issue raised therein may please be looked into and an appropriate reply may be furnished the Association under intimation, to this Ministry.

Yours faithfully,

(Sunil Kumar) Under Secretary (DD-I) Tel.No.23061681

Encl. As above

Copy for information to:

Residents Welfar Society (Regd.), D-92, Vivek Vihar, Delhi-110095.

This may be see by pe(AP)

4

AD(PI)IT

Status by of il.

President : 9911989808

Gen. Secretary: 9990229422

## RESIDENTS WELFARE SOCIETY (REGD.)

(D - BLOCK, VIVEK VIHAR, PH-I) Regd. Office: D-92, VIVEK VIHAR DELHI- 110095

To.

Red No SCR/03 did or cris

Shri Kamal Nath Ji

Hon'ble Minister for Union Urban Development & Parliament Affairs Govt. of India

[Enclosures-10]

I Tuglak Road, New Delhi – 110011

Dy. 10, 8, 6, 8, 11, 18

RECEIVED 14 JAN 2013

The Union of India Ministry of Urban Estate & Affairs North Block, New Delhi

Delhi Development Authority Through its Vice Chairman Vikas Sadan, Near INA Market New Delhi - 110023

Sub: Review of Master Plan - 2012: Injustice for not providing 210 ft. wide highway road facing east direction as per our residents perpetual lease / maps and vide DDA Drawing No. DDA/967JHLM(R)-6 Dated 21.09.1967 whereas actual P-477

present existence is only 48 ft. (which causes traffic congestion/nuisance ) (110 ft. in shape of NULLAH which is running parallel and a severe health hazard) & rest road.

This is only possible by partly covering the unlined Trunk Drain No.2 from House No. D -218A to D-239 "Block-D" (400 mtr. stretch x 110 ft. wide) by making Box Culvert Design etc. to achieve this goal as per provision of alignment right of way in DDA Jhilmila Authorised Residential Plot Scheme Phase-I (Old name of colony since 1966 / Vivek Vihar Phase - I, New name of colony since 1974) inspite of our several written / oral requests. No action has been taken nor any reply has been received by the association till date (photocopies attached for your ready reference).

And

Later on use for segregated cycle tracks / walking for health purposes / paid car parking/market etc. with proper land scaping.

This colony falls under Trans Yamuna area, District East - Zone-E (Sub Zone-7), Shahdara South - Ward No. 225, Anand Vihar, Assembly Constituency :- A.C. 59, Vishwas Nagar. 03 East Delhi, Member of Parliament.

Sir,

- It is respectfully submitted once again for your kind and sympathetic action to restore our (i) original approved / well planned DDA Map from all angle except as per above subject.
- So for the occupants located just along with this NULLAH it becomes awfully difficult to (ii)have a nights rest. Two Nursing Homes with several professionals along with two DDA Markets are also located on this street with near by RAM MANDIR, JAIN MANDIR.



21)

President: 9911989808

Gen. Secretary: 9990229422

#### RESIDENTS WELFARE SOCIETY (REGD.)

(D'- BLOCK, VIVEK VIHAR, PH-I)

Regd. Office: D-92, VIVEK VIHAR DELHI- 110095

BALAJI MANDIR, AGRASEN BHAWAN, GREENFIELD PUBLIC SCHOOL, ARWACHIN BHARTI PUBLIC SCHOOL & MANGAL PANDEY SARVODAYA SCHOOL exists within the radius of approx. 500ft., hence the devotee and children who come to pray & study can hardly concentrate their attention due to bad odour coming from it.

- (iii) This NULLAH omits all forms of poisonous gases i.e. Carbon Mono Oxide / Dioxide / Nitrous Oxide & Hydrogen Sulphide with most foul odour / unbearable smell which chokes the human brain and causes: Mathemoglobinemia, vomiting, nausea, cramps in body, neuropathy, lung & kidney disorder, carcinoma and thyroid etc to human being.
- (iv) Domestic waste water from colonies of East Delhi kitchens and bathrooms mixed with storm water drain of other waste falls either directly or indirectly through PWD storm drain into this flood and irrigation Trunk Drain No.2 without any treatment of this water. So water is blackish, salty, hard in nature with lot of insects and worms.
- (v) All type of Solids, Earthly (sandy & black soil), liquid :- pollutants, effluents, garbage, chemicals mud have seeped upto 40 mtr. deep in earth.
- (vi) This is a large breeding ground for culex mosquito larva which does not allow people to sleep neither in day nor in night, as well. This area is also Dengue Prone / immune to all types of Anti Maleria Insecticides and mentioned in Tahirpur Revenue Records as mosquito colony.
- (vii) All above facts can be confirmed from:
  - (a) Central Pollution Control Board (b) Central Ground Water Authority (c) World Health Oganisation (d) Medical Association of India etc.
- (viii) It is also regretted that when this residential scheme was launched by DDA the position of this NULLAH was not indicated in the layout plan of colony, however your organisation promised orally to provide 210 ft. highway road facing east direction at the time of auction of these plots.
- (ix) So, finally the grave draw back, which is providing to be a slur on the beautiful face of this colony is this Trunk Drain No.2
- (x) Kindly refer Lt. Governor of Delhi Order No.U. O. No. MISC RN/2010/(RM) 84/2800 dated 09-02-2010 to commissioner (MCD)/ADL Cmr. Engg, cover the flood & irrigation drains but even then why long bridges (a) across Nazafgarh drain at Ambarahi Village in Dwarka that too in unauthorized colony (b) Radheypuri / Gecta Colony (c) Defence Colony (d) Pankha Road Drain (e) Shahdara Link Drain (f) Palam Link Drain near DLF Mall / Chilla Regulator (g) Trunk Drain No.1 was also covered near Karkardooma / along Zafrabad & Seelampur road and dust bins were constructed on top of it / are being covering

May we know those scheme or what is the policy / what was the criteria to cover up those drains and why not ours inspite of showing the R/W 210 ft. facing east on individual perpetual lease / DDA maps in this authorized colony.



2 78 President : 9911989808 Gen. Secretary : 9990229422

### RESIDENTS WELFARE SOCIETY (REGD.)

(D - BLOCK, VIVEK VIHAR, PH-I)

Regd. Office: D-92, VIVEK VIHAR DELHI- 110095

(xi) Under all these circumstances your goodself is requested very humbly to order to cover the aforesaid unlined Trunk Drain No.2 from 3200 to 3600 RD mtr. / from Block - D, House No. 218 to 239 (only 400 mtr. long stretch x 110ft. wide) which is running parallel to our residentee and highway bypass road, keeping in view the adverse effect it is having on the health of the inhabitants of this area and improve the situation.

Thanking you,

Yours faithfully,

(Nirmal Gupta)
President
D-228, Vivek Vihar – I
Delhi – 110095

Copy To:

Hon'ble Lt Governor of Delhi Raj Niwas, Delhi – 110054

Chairman, DDA Vikas Sadan Near INA Market New Delhi -110023

Hon'ble Smt. Sheila Dikshit Chief Minister Govt. of NCT of Delhi IIIrd Level, A-Wing. Delhi Sect. I. P. Estate, New Delhi - 110002

Shri Sandeep Dikshit Hon'ble Member of Parliament 03, East Delhi, C-1/16, Pandara Park New Delhi – 110003

Hon ble Naseeb Singh Chairman – District Development Committee (East) & MLA – AC 59, Vishwas Nagar B-15, Gazipur, Dehi - 110096

Commissioner East Delhi Municipal Corporation 419, Udyog Sadan Patparganj Indl. Area, Delhi – 110092 Wibhu Shrotria Gen. Secretary D-92, Vivek Vihar – I Delhi – 110095

for kind action please by ordering the concerned authority

- For your kind and urgent action please by ordering to the concerning authority
- Kindly refer our letter No. SCR/05 dt.14.6.08 and for your kind action please by ordering to the concerned authority
- Kindly refer our letter No. SCR/05 dt.14.6.08
   & several oral request :- for your kind action please by suggesting to the concerned authority
- Kindly refer our MLA Shri Naseeb Singh, Letter No. PA/NS/MLA/GLO/2012/1082 dtd. 27.3.12 by Speed Post to Chief Town Planner, Dr. S.P.M. Civic Centre, JLN Marg, MCD, 13<sup>th</sup> Floor, New Delhi–110002 after their advt. dtd. 03.03.12 for suggestion in contest of Review of Master

. Gen. Secretary : 9990229422

#### RESIDENTS WELFARE SOCIETY (REGD.)

(D - BLOCK, VIVEK VIHAR, PH-I)

Regd. Office: D-92, VIVEK VIHAR DELHI- 110095

Plan 2021 for covering the Trunk Drain No.2 along with 17 (seventeen) more representation of the area.

Chief Engineer Irrigation & Flood Department Delhi Administration Govt. of NCT of Delhi 4th Floor, ISBT, Kashmere Gate, Delhi – 110006 Tele # 23864919 / 9958689666.

mentioned DDA land under whom order Kindly help us in restoring our original approved plan, by ordering to cover this unlined Trunk Drain No. 2 from 3200 - 3600 mtr. RD as per above subject.

- Sir, your department has occupied above

Shri Tapan Mandal - Director (Plg.) DDA Zone(E&O), IIIrd Floor, Vikas Minar New Delhi - 110002 Tele # 23370932 / 9891525579

- Kindly refer our Vice President, Er. D. K. Aggarwal, RWA letter No. DKA/DDA/ 0525 dated 25.05.2012 on your e-mail at 16.14 P.M. as per your advertisement dated 24.05.2012 in contest of Review of Master Plan 2021 for covering the Trunk Drain No.2

Shri Mahendra Ahuja Municipal Corporator Ward No. 225, Anand Vihar & Member Standing Committee East Delhi Municipal Corporation A-286, Master Soam Nath Marg Surajmal Vihar, Delhi - 110092

- For your kind and urgent action please by raising the same question in standing committee as per subject.

Office of the Dy. Commissioner (Revenue) - Under what rules and why our sanctioned 210 ft. East Delhi, SDM Office, LM Bandh Geeta Colony, Delhi # 22421656

wide road by DDA was partly allotted to flood and irrigation deptt. without any consent / notices and why we should not claim compensation or otherwise this request to partly cover the Trunk Drain No.2 be suggested at your end.

Gertified that full stemp to 1 2.6157

transfer duly of Rs. 297. South R. 91.2755

ARunees Ning Una transfer duly of Rs. 297. South Resident Resident Paid vide challan No. 1.61

PRUSING MARK

DELHI ADMINISTRATION

(Land and Housing Department)

Collector of Stames.

## PERPETUAL LEASE

THIS INDENTURE made this 7# day of	
	•
BETWEEN THE PRESIDENT OF INDIA (horizonta and selection)	
BETWEEN THE PRESIDENT OF INDIA (hereinaster called "the Lessor")	
of the one part and Shri/Shrimati- Jum Suobia Kumar	
c cuc of 1 18 1 1 Ja	inendra Kumar
Spo Stdu Sokour tent hen but - 57 1692 Jo	The results of the re
	<b>1</b> .
Mawalfuta Khurja Cily District	i i
beland date.	
	•
WHEREAS the Lessee has applied to the Lessor Yarante grant of a	
lease of the plot of land, belonging to the Lessof, horoinafter described and	
was the highest bidder at the acciton restricted to persons eligible under	
the terms and conditions under which the auction was held and the Lessor	
has on the faith of the statements and representations made by the Lessee	
accepted the lessee's application and bid and has agreed to demise the said	
plot to the Lessee in the manner hereinafter appearing.	
NOW THIS INTERNATION OF THE PARTY OF THE PAR	
NOW THIS INDENTURE WITNESSETH that, in consideration of the	
premium of Rs. 16 Pero = co. (Rupees Sidleen Universand	
light hundred only only)	,
paid before the execution of these presents; the receipt whereof the Lessor	
hereby acknowledges.) and of the rent hereinafter reserved and of the co-	
venants on the part of the Lessee hereinafter contained, the Lessor doth	
hereby demise unto the Lessee ALL THAT plot of land being the residential	
plot No. 19 Block No. in the lay-out plan of Julian	
Deliver pute him charties 500 mg	zinewara Kumar
विकास किया	٠
िए । विलेख	1
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containing by admeasurement an area of Social Region	
or thereabouts situate at the Koach	•
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Julia Car Kaling pute Naguel Revenue Esta	/
	U)
which residential plot is more particularly described in the schedule	
will boundaries thereof for annual .	
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( a) "Inc residential plot" ) TOCETURE	
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the Lessee in perpetuity from	:
	i
<b>III</b> ,	•

Additional Scoretary, (Lease Administration)

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

PROVIDED that such consent shall not be given for a period of ten years from the commencement of this Lease unless, in the opinion of the Lessor, exceptional circumstances exist for the grant of such consent.

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

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

(b) Notwithstanding anything contained in sub-clause (a) above, the Lessee may, with the previous consent in writing of the Chief Commissioner of Delhi (hereinafter called "the Chief Commissioner"), mortgage or charge the residential plot to such person as may be approved by the Chief Commissioner in his absolute discretion.

Jainendra Kuman

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

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

- (5) The Lessor's right to the recovery of fifty per cent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.
- (6) Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clause (4) (a) above, the Lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the residential plot for purposes of private dwelling only on a tenancy from month to month or for a term not exceeding five years.
- (7) Whenever the title of the Lessee in the residential plot is transferred in any manner whatsoever the transferee shall be bound by all the convenants and conditions contained herein and answerable in all respects therefor.

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here suppment Authority

been demanded or not, or if it is discovered that this Lease has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud or if there shall have been, in the opinion of the Lessor, whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions contained herein and on his part to be observed or performed, then and in any such case, it shall be lawful for the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the residential plot hereby demised and the buildings thereon, to re-enter upon and take possession of the residential plot and the buildings and fixtures thereon, and thereupon this Lease and every thing herein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him.

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

- IV. No forfeiture or re-entry shall be effected until the Lessor has served on the Lessee a notice in writing.
  - (a) specifying the particular breach complained of, and
  - (b) if the breach is capable of remedy, requiring the Lessee to remedy the breach.

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

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

- (a) for breach of covenants and conditions relating to sub-division or amalgamation, erection and completion of building within the time provided and transfer of the residential plot as mentioned in Clause II, or
- (b) in case this Lease has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.
- V. The rent hereby reserved shall be enhanced from the first day of January One thousand nine hundred and WOLLINGTON STATES and and thereafter at the end of each successive period of thirty sears, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one-half of the increase in the letting value of the site without buildings at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor.

PROVIDED ALWAYS that any such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer inner the Junjan pand Revenue Act. 188 (Act XVII of

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Secretary & A A souling Action and source of the state of

Jainendra Kumar

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DELHI-DEVELOPMENT AUTHORITY Extends the No. HATINGS SALA ZONIC A - HATINGS SCALA STATES ्रवर्ग मंज/कां, पीटर इक Yok Ma. Mis.

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### DELII DEVELOPMENT AUTHORITY

SITE HAN OF AHANO, PLOT NO 130 BLOCK D

SITE HAN OF AHANDA TARRETTE PHASE I DETHI

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Delbi Administration, VILES Enewer, New Delbi)

LESSORVENDOR

हारामसम्म १९८५

LESSEE/VENDLE

LDP FB(7)72.2A.G

# इंद्ल्लो विकास प्राधिकरण Delhi Development Authority

ट म्लान की सप्तरा नं Plan of Kh No. जाट तं : Ple! No. 234

Block No. D दिल्ली।

TAHIR PUR RESL. DELHI. THILMILA HEME

। प्रदोग :---ND USE

PLOTHO-233.

र वर्ग गज/सर्ग गीटा

LESSEE/VENDER

bal Ecoretary.

दिल्ली विकास प्राधिकरण नई दिल्ली Delhi Development Authority

पट्टदाता/बचने बाला

[accil - 2 400" E RAJ NIWAS DELHI-1.10054 City Prains to be covered for creating parking space Please refer news clipping dated 28 Jan. 2010 appeared in The Times of unifia on the subject. · 3000 In a meeting of RPG (Env.) held at Raj Niwas on 27th August, 2009, the above subject matter was discussed in detail and a power point presentation was also made by Mr. Manit Rastogi, a Sr. Architect,; wherein he showed the case study of Seoul city (Korea) where a 6 km longistorm water drain was earlier covered and converted into elevated roads hater on afterdacing severe problems of water logging, the project for dismantling the said covered drain/elevated road is restored into open stream. Finally, it was decided in the said meeting by the Hon ble L.G. that the covering of drains will not be permitted in future A copy of the minutes of the said meeting was also forwarded to your office vide this office letter dated 9.9.09 (copy endosed for ready reference). It is surprising to see such news clipping after the directions/orders 01/8 PRO MCD may be accordingly briefed alongwith passed by the Hon'ble L.G. other concerned officials. In the light of the above, it is requested that the matter may be reviewed. immediately and other alternative measures be resorted to overcome this proulem. Experts on the subject may also be accordingly consulted: Encl: As above O.S.D. to L. Governor Compilssioner 'MCD) Did: 1/02/2010 MI CM Emg) NO.NO.MISSORN/2010/(RM)/84/ 2800

(Tim-1) - 1, 7, 7

# DELHI DEVELOPMENT AUTHORITY (BUILDING GEOTION)

- ZM Floor, Co (Meck Vikas Miner, Seden, New Delhi.

No. 8/34/80 18W9 712 Plan No. 2439/80	Dated 4)12/84
Sh./1428/5#t. Jainendre 201	· 1\Λ0. γ
D-219 VIVORV	Olar.
<u> </u>	032

#### OCCUPANCY CERTIFICATE

With reference to your notice of completion dated 29/3/83 I hereby certify that building, as per description below certified plan at plot No. 219 Block No. D Scheme Dullmill \_\_\_whose plans were sanctioned vide No. 2(34/80 184) ias been inspected w.r.t. building bye-laws in respect of the structural safety, fire safety, hygenic and sanitary conditions inside and is the unrecessings and is declared fit for pocupation.

#### DESCRIPTION OF CONSTRUCTION

Ground floor	
	First floo
1. Drawing Room -	- Uhel An Do Colons One
2. 12 mg / 00m -	Three 2. Bankon Three
3.001	- Bankarn - Ihree
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Second floor	10.
1.	Barsati floor
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	2.
3.	3. /
4.	
/	
	for viol oursenan
	Doming of the MEUT AUTHORITY

XI. This Lease is granted under the Government Grants Act, 1895 XV (Act. XV of 1895)

IN WITNESS WHEREOF Shri S.C. Diktlet
for and on behalf of and by the order and direction of the Lessor has hereunto
set his hand and Shri/Shrimati Jamandel Kamal the Leasee, has hereunto set his/her hand the day and year first above-written.

THE SCHEDULE ABOVE REFERRED TO All that plot of land being ahe residential plot We Lin the lay out plan of Res sanctioned by the Standing Committee of Municipal Corporation of Delbi/ New Dolhi Municipal Committee/ Delhi Development Authority/ Delhi Contention Beard by Resolution No. 39 by dated the dated one thousand or thereabouts bounded as follows: Jamenara Kuman

North Plot No. 220

East Plw. 210-6.

South Plot No. 216 150'S lane.

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

, and man	ked with its boundaries in red.
Signed by Shri S. D. Ashirt  For and on behalf of and by the order and direct or or the presence of:  (1) Shri J. P. SHARM  Signed by Shri/Shrimuti Jainman	

hri/Shrimuti Jainendo

in the presence of 139 handlan helda (2) Shri J. R. Sources