

मौजिद-42  
5/2/13

अति. आयु. (योजना) एम.पी.ओ.  
आयु. नं. 561  
दिनांक 08/2/13

MOST IMMEDIATE

No. K-12011/4/2011-DD-I

भारत सरकार/Government of India

शहरी विकास मंत्रालय /Ministry of Urban Development

निर्माण भवन/Nirman Bhavan

नई दिल्ली/New Delhi

Dated, the 30<sup>th</sup> January, 2013

Commr (Plg.)-I's Office  
Diary No I-172  
Date 4/2/13

इ.प.अ.स. कार्यालय  
आयु. नं. 342-13  
दिनांक 1-2-13

To

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

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,

Director (Plg.) MPR/TC,  
D.D.A. Vikas Minar N. DELHI-2  
Dy.No. L-271  
Dated 11-02-13

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

Encl. As above

Copy for information to:  
Residents Welfare Society (Regd.), D-92, Vivek Vihar, Delhi-110095.

4/2/13  
✓ ACC (P) This is part 1 Zone E  
Ry 6/2/13  
PC (M) gal 8/2  
Dir (M) 11/2  
ADP/JM  
co pl. uplde. 11/2/13

# RESIDENTS WELFARE SOCIETY (REGD.)

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

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

President : 9911989908

Gen. Secretary : 9990229472

To,

Shri Kamal Nath Ji  
Hon'ble Minister for Union Urban Development & Parliament Affairs  
Govt. of India  
1 Tuglak Road, New Delhi - 110011

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/967/JHLM(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,

- (i) It is respectfully submitted once again for your kind and sympathetic action to restore our original approved / well planned DDA Map from all angle except as per above subject.
- (ii) So for the occupants located just along with this NULLAH it becomes awfully difficult to 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, 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.

149/DJF(DD)/2012

CONT-2

- 174
- (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 Malaria 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 Organisation (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~~ 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 / Geeta 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.
- (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

  
Vibhu Shrotria

Gen. Secretary

D-92, Vivek Vihar – I  
Delhi – 110095



## Copy To :

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

- for kind action please by ordering the concerned authority.

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

for kind action please by ordering the concerned authority.

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

- For your kind and urgent action please by ordering to the concerning authority.

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

- Kindly refer our letter No. SCR/05 dt.14.6.08 and for your kind action please by ordering to the concerned authority.

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

- 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.

Commissioner  
East Delhi Municipal Corporation  
419, Udyog Sadan Patparganj  
Indl. Area, Delhi - 110092

- 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 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  
4<sup>th</sup> Floor, ISBT, Kashmere Gate,  
Delhi - 110006  
Tele # 23864919 / 9958689666

- Sir, your department has occupied above 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.

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 &

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

Member Standing Committee  
East Delhi Municipal Corporation  
A-286, Master Soam Nath Marg  
Surajmal Vihar, Delhi - 110092

Office of the Dy. Commissioner (Revenue)  
East Delhi, SDM Office, LM Bandh  
Geeta Colony, Delhi  
# 22421656

- Under what rules and why our sanctioned 210 ft;  
wide road by DDA was partly allotted to flood and  
irrigation deptt. without any consent / notices and ~~why~~  
why we should not claim compensation or  
otherwise this request to partly cover the Trunk  
Drain No.2 be suggested at your end.

8855168-1488

Certified that full stamp duty of Rs. 615/-  
transfer duty of Rs. 292.50 and Rs. 615/-  
Rupees 1518/- has been paid vide challan No. 46  
(Residential Restricted Auction)  
dated 24/11/70

DELHI ADMINISTRATION

(Land and Housing Department)

Collector of Stamps,  
DELHI.

6/1/70

# PERPETUAL LEASE

THIS INDENTURE made this 7th day of July  
one thousand nine hundred and Seventy  
BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor")  
of the one part and Shri/Shrimati Jainendra Kumar  
So. 8th Sector, Ind. Res. Bd. - 57, 167  
Kirti Vihar, Kirti Vihar City, District -  
Delhi

Jainendra Kumar

(hereinafter called "the Lessee") of the other part  
WHEREAS the Lessee has applied to the Lessor for the grant of a  
lease of the plot of land, belonging to the Lessor, hereinafter described and  
was the highest bidder at the auction 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 INDENTURE WITNESSETH that, in consideration of the  
premium of Rs. 16,000/- (Rupees Sixteen thousand  
Eight 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. 219 Block No. 16 in the lay-out plan of Ind. Res. Bd. - 57

Jainendra Kumar

containing by admeasurement an area of 5000 Sq. Ft.  
or thereabouts situate at So. 8th Sector, Ind. Res. Bd. - 57, 167  
Kirti Vihar, Kirti Vihar City, District - Delhi  
(Kirti Vihar, Kirti Vihar City, District - Delhi)  
which residential plot is more particularly described in the schedule  
herunder written and with boundaries thereof for greater clearness has been  
delineated on the plan annexed to these presents and thereon coloured red  
(hereinafter referred to as "the residential plot") TOGETHER with all  
rights, easements and appurtenances whatsoever to the said residential plot  
belonging or appertaining TO HOLD the premises here by demise unto  
the Lessee in perpetuity from

Additional Secretary,  
(Land Administration)

Delhi Administration Authority



(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 unearned increase in the value (i.e. the difference between the ~~premium paid and the market value~~ of the residential plot at the time of sale, transfer, assignment or ~~releasing~~ with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding.

RECEIVED  
17/11/2017  
CHIEF COMMISSIONER  
DELHI  
HOLD  
ORIGINAL LEASE DEED

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

(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 Kumar

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

RECEIVED  
17/11/2017  
CHIEF COMMISSIONER  
DELHI  
HOLD  
ORIGINAL LEASE DEED

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

(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 whatever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.

Joint Secretary,  
(House Administration)  
Delhi Development 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 on 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

Jaimendra Kumar

(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 two thousand & 1910 and thereafter at the end of each successive period of thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one-half of the increase in the letting value of the site without buildings at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor.

PROVIDED ALWAYS that any such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887 (Act XVII of

Joint Secretary  
(General Administration)  
Delhi



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

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

THE SCHEDULE ABOVE REFERRED TO

All that plot of land being the residential plot No. 219  
 in Block No. 1 of the lay-out plan of Delhi  
Delhi Municipal Corporation

sanctioned by the Standing Committee of Municipal Corporation of Delhi/  
 New Delhi Municipal Committee/Delhi Development Authority/Delhi  
 Cantonment Board by Resolution No. 396 dated  
 the 30th day of Nov. one thousand  
 nine hundred and ninety and measuring 500-8 yds.  
 or thereabouts bounded as follows:—

North Plot No. 220  
 East R/W. 210-6  
 South Plot No. 218  
 West 15-6 S. lane

Jaiminder Kumar

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

Signed by Shri S.C. Dixit  
Adl. Secy. to Govt. of India

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

(1) Shri T.R. Sharma  
L.D.C. D.A.

महाराष्ट्र विभा.  
 नगर विभाग  
 नगर विकास  
 अधिकारी,  
 (आवास)  
 नगर विभाग

Signed by Shri/Shrimati Jaiminder Kumar  
Kumar

in the presence of (Lessee)

(1) Shri S. R. Sharma  
1-2, Anand - Bada

(2) Shri T.R. Sharma  
L.D.C. D.A.

JKS

## APPENDIX - B FORM - I

(Type - 1 as per 7.6)

DELHI DEVELOPMENT AUTHORITY  
(BUILDING SECTION)2nd Floor, Block  
Vikas Minar, Sector  
New Delhi.No. B(34/80) BWP / 712Dated 4/12/84Plan No. 2439/80Sh./Mss./Smt. Jainendra KumarD-219 Vikas ViharPlot No. 32OCCUPANCY CERTIFICATE

With reference to your notice of completion dated 28/3/83 I hereby certify that building, as per description below certified plan at plot No. 219 Block No. D Scheme Th. 10 mld whose plans were sanctioned vide No. B(34/80) BWP has been inspected w.r.t. building bye-laws in respect of the structural safety, fire safety, hygienic and sanitary conditions inside and in the surroundings and is declared fit for occupation.

DESCRIPTION OF CONSTRUCTIONGround floor

1. Drawing Room ——— One
2. Bed Room ——— Three
3. Kitchen ——— One
4. Store ——— One
5. W.C. ——— One
6. Toilet ——— Two
7. Lobby ——— One
8. Stair Case ——— One
- 9.
- 10.

Second floor

- 1.
- 2.
- 3.
- 4.

First floor

1. Drawing Room ——— One
2. Bed Room ——— Three
3. Kitchen ——— One
4. Store ——— One
5. W.C. ——— One
6. Toilet ——— Two
7. Lobby ——— One
8. Stair Case ——— One
- 9.
- 10.

Rearrati floor

- 1.
- 2.
- 3.
- 4.

for VICE CHAIRMAN  
DELHI DEVELOPMENT AUTHORITY

काट लुहरी सिविल, प्रमोशन

Secretary S.S.A. Salu Administration Salu

विषय : प्रमोशन के संबंध में सूचना । यह सूचना  
लेखक के कार्यालय में रखी जायेगी जो उसकी कार्यवाही  
के लिए आवश्यक हस्तक्षेप करने की आवश्यकता है बहुत  
जल्दी से प्रलेख की पंजीकरण करवा करवा करवा ।

दिनांक 23-12-71

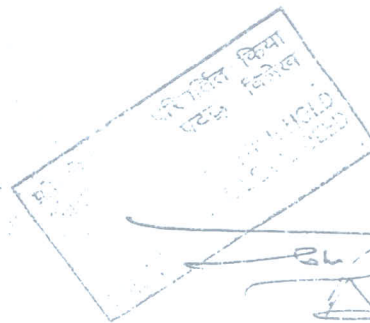
उप-पंजीयक

23-12-71

उप-पंजीयक IV तहसील

Jainendra Kumar

Sundar



प्रमाणित 28-12-71 18116  
व्यक्तिगत सूची में 499  
के अंक में 75 से 80 प्रगतगतिन पंजीयक  
हमारे समस्त कार्यवाही में

विषय प्रमोशन  
उप-पंजीयक

उप-पंजीयक IV तहसील  
28-12-71



FILE NO. F-8(85)66/LA/18

LDN. 1. A. 3

दिल्ली विकास प्राधिकरण  
DELHI DEVELOPMENT AUTHORITY

साइट प्लान या लॉयडिंग प्लान  
Site Plan of Kh. No.

प्लॉट नं.  
Plot No.

ब्लॉक नं.  
Block No.

योजना  
Scheme

भूमि प्रयोग  
Land Use

SHILMILA

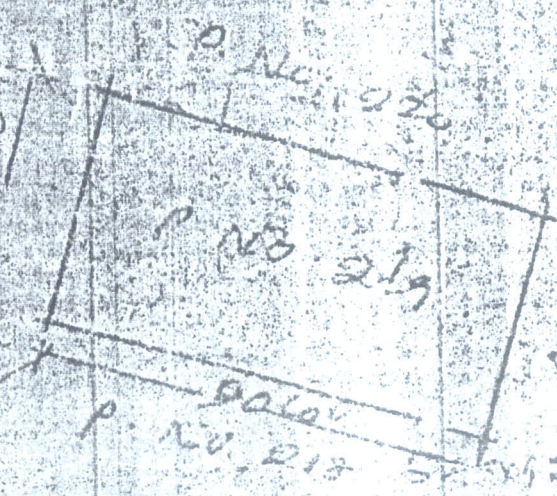
दिल्ली  
DELHI

RES

स्केल  
SCALE

50 L 1"

15000 Sq. Ft.  
50000 Sq. Ft.



R/W 2000'



अक्ष :  
A.P.N

500

वर्ग मीटर की सीमा  
Sq. Meter Limit

3

प्रति  
LBSCH/VENTEE

दिनांक  
D.O.A.

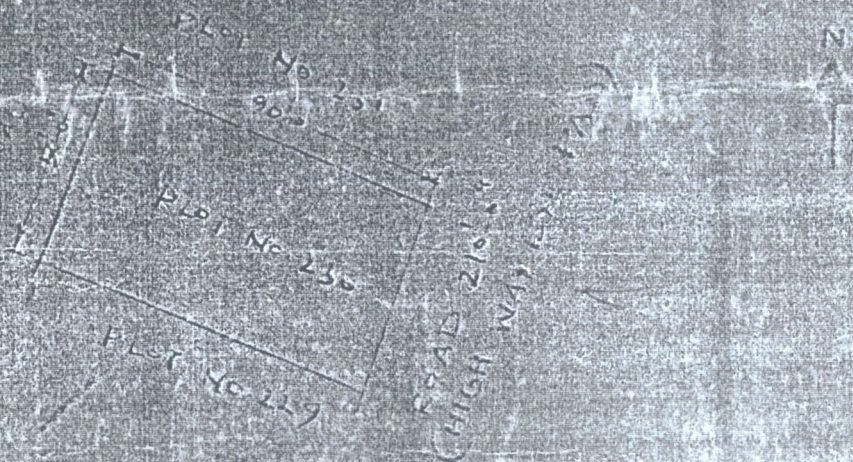
आचार्य/विपरीत  
LBSCH/VENTEE



# DELHI DEVELOPMENT AUTHORITY

SITE PLAN OF KH. NO. PLOT NO. 230 BLOCK D  
SCHEME JHILMILA TAHSIL FOR PHASE I DELHI  
LAND USE - RESIDENTIAL

SCALE 1" = 500'



सहस्रनामा  
[Signature]

LESSEE/VENDEE

AREA 500 Sq. Yds.  
500 Sq. Mts.  
Under Delhi Administration  
Village Bhawan, New Delhi  
LESSOR/VENDOR

AB-00