Tel 9811147799

पो संख्या : S - 29332 दिनांक 2 - 4 - 96

किंग्ज़वे कैम्प शॉप कीपर्स वैलफैयर एसोसिएशन (रजि.)

KINGSWAY CAMP SHOP-KEEPERS' WELFARE ASSOCIATION (REGD.)

(RE-DEVELOPMENT SCHEME OF D.D.A.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110009
E-mail : kingswayassociation@hotmail.com

Dt.: 4th August, 2012

To,

The Director (Plg.) MPR & TC
DELHI DEVELOPMENT AUTHORITY
(Master Plan Review Section)
6th Floor, Vikas Minar, New Delhi-110002

OFFICE OF THE DIR (Plg.)
MPR/TC, D.D.A. N. DELHI-2
Dy.No. 1-55
Dated 7/8/12

Sub.: **Req. Submission of further documents for suggestions in Review of Master Plan for Delhi-2021 for the Development Controls Norms for the Implementation of the Kingsway Camp Revelopment Scheme**
File No. 1(10)2011/Dir (Plg.) MPR & TC

Dear Sir,

We are thankful for inviting in the 5th Meeting of Management Action Group (MAG) for Review of MPD-2021 on "Common Platform for Building Approvals" today on 27th July, 2012 under the Chairmanship of Engineer Member, DDA at Vikas Sadan.

We are pleased to submit further documents in respect to our Development Scheme for your kind consideration in the finalization of the MPD-2021. The item was included with number - xi) as part of Agenda - "Suggestion by Kingsway Camp Shop Keepers' Welfare regarding development controls".

All the documents relating to our Redevelopment Scheme of Kingsway Camp are attached herewith for your kind consideration of "Residential Control Norms" for the implementation of this scheme or with enchanced FAR so as to amend the Standard Control Drawings as per provision laid down of extra FAR in the MPD-2021.

Thanking you

Yours faithfully

For **Kingsway Camp Shop Keepers' Welfare Association (Regd.)**

Rajeev Chhabra
General Secretary

Copy to : Addl. Commissioner (Area Plg.)-I, Vikas Minar, ITO, New Delhi-110002

Land Cetral Dy. No 2
Dated 7/8/12
R&D Section, Vikas Minar
Delhi Development Authority
Dealing Asstt.

रजि० संख्या : S - 29332 दिनांक 2 - 4 - 96

Tel 9811147799

किंग्ज़वे कैम्प शॉप कीपर्स वैलफैयर एसोसिएशन (रजि.)

KINGSWAY CAMP SHOP-KEEPERS' WELFARE ASSOCIATION (REGD.)

(RE-DEVELOPMENT SCHEME OF D.D.A.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110009
E-mail : kingswayassociation@hotmail.com

To,

Dt.: 4th August, 2012

The Director (Plg.) MPR & TC
DELHI DEVELOPMENT AUTHORITY
(Master Plan Review Section)
6th Floor, Vikas Minar, New Delhi-110002

Sub.: Reg. Submission of further documents for suggestions in Review of Master Plan for Delhi-2021 for the Development Controls Norms for the implementation of the Kingsway Camp Revelopment Scheme
File No. 1(10)2011/Dir (Ptg.) MPR & TC

Dear Sir,

We are thankful for inviting in the 5th Meeting of Management Action Group (MAG) for Review of MPD-2021 on "Common Platform for Building Approvals" today on 27th July, 2012 under the Chairmanship of Engineer Member, DDA at Vikas Sadan.

We are pleased to submit further documents in respect to our Development Scheme for your kind consideration in the finalization of the MPD-2021. The item was included with number - xi) as part of Agenda - "Suggestion by Kingsway Camp Shop Keepers' Welfare regarding development controls".

All the documents relating to our Redevelopment Scheme of Kingsway Camp are attached herewith for your kind consideration of "Residential Control Norms" for the implementation of this scheme or with enchanced FAR so as to amend the Standard Control Drawings as per provision laid down of extra FAR in the MPD-2021.

Thanking you

Yours faithfully

For **Kingsway Camp Shop Keepers' Welfare Association (Regd.)**

Rajeev Chhabra
General Secretary

Copy to : Addl. Commissioner (Area Plg.)-I, Vikas Minar, ITO, New Delhi-110002

रजि० संख्या : S - 29332 दिनांक 2 - 4 - 96

Tel. 9811147799

किंग्ज़वै कैम्प शॉप कीपर्स वैलफैयर एसोसिएशन (रजि.)

KINGSWAY CAMP SHOP-KEEPERS' WELFARE ASSOCIATION (REGD.)

(RE-DEVELOPMENT SCHEME OF D.D.A.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110009

E-mail : kingswayassociation@hotmail.com

ANNEXURE

1)	Copy of Lease Deed and Conveyance Deed Land Cost paid of 62 sq. yards	- dated 01-08-1955
2)	Copy of Resolution No. 243 dated 07-05-1971 Item No. 20 Revised Layout Plan of Kingsway Camp Redevelopment Scheme	- dated 07-05-1971
3)	Letter from Ministry of Work and Housing L & D O, Govt. of India for Handing over the scheme of Redevelopment of Kingsway Camp Colony, Delhi	- dated 04-09-1982
4)	Copy of Publication of the Department for the Redevelopment of Kingsway Camp, Delhi	- dated 04-09-1982
5)	Draft Agenda for Screening Committee Modification of Layout Plan (File No. PA/Dir.(AP)-I/95/D-816 + F-15(10)88/CL	- dated 30-08-1985
6)	Issuance of Demand Letter for Addition Land 38 sq. yards, Execution of Supplementary Lease Deed, Sanctioning of Building Plans, Possession Letter, etc.	- dated 17-11-1994
7)	Representation Letter to the Vice Chairman DDA	- dated 16-08-1996
8)	Fixation of rate with interest as per demand of the DDA	- dated 07-11-1996
9)	Change of Architecture Control for the Buildings as per Order of Hon'ble L.G. of Delhi	- dated 16-10-1998
10)	Architectural Control/standards drawings change as per Order by the Sr. Architect. Housing & Urban Projects Wing, DDA, Vikas Minar to the Addl. Commissioner (Area Plg.)-I	- dated 10-09-1998
11)	Letter No. F-7(39)99/Bldg. dated 23-3-2000 by the Dy. Director (B) C & I to the Sr. Architect Architect Department, MCD, Nigam Bhawan, Kashmere Gate, Delhi-110006 for the issuance of Standard Control Drawings	- dated 23-03-2000

रजि० संख्या : S - 29332 दिनांक 2 - 4 - 96

Tel 9811147799

U148

किंग्ज़वै कैम्प शॉप कीपर्स वैलफैयर एसोसिएशन (रजि.)

KINGSWAY CAMP SHOP-KEEPERS' WELFARE ASSOCIATION (REGD.)

(RE-DEVELOPMENT SCHEME OF D.D.A.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110009

E-mail : kingswayassociation@hotmail.com

12) Letter No. 100(109)/2K/CL/2301 dated 20-06-2000 - dated 20-06-2000
by the Dy. Director (C. L.) to the Sr. Architect (N.Z.)
Housing & Urban Wing, Vikas Minar, New Delhi
for Incorporating Latest Building Norms in the
Standard Control Drawings of Shop-Cum-Residential
Plots 15' x 60' for the Redevelopment Scheme
of Kingsway Camp

13) Letter No. ARCH/STD/526-528 dated 10-05-2001 - dated 10-05-2001
by the Sr. Architect, MCD to the Dy. Director (B) C & I
DDA, C-Block, Vikas Sadan, New Delhi for the Revision
of Standard Control Drawings with 225 FAR

14) Letter No. PA/JD(Bldg.)2002/5064 dated 18-12-2002 - dated 18-12-2002
from the Jt. Director (Bldg.) C & I. DDA
to the Chief Architect, MCD

15) Letter No. D/ARCH/STD/333 dated 03-04-2003 - dated 03-04-2003
by the Sr. Architect, MCD to the Dy. Director (B) C & I
DDA, C-Block, Vikas Sadan, New Delhi for the Revision
of Standard Control Drawings with 225 FAR

16) Sanctioning of one shop-cum-residential plot No. 6, -dated 06-04-2004
Outram Line, Kingsway Camp with 225 FAR
by the Building Section DDA (Sanction Number 018212 dt. 06-04-2004)

17) Letter No. F-19(29)2000/MP/Pt./D-366 dt. 24-10-2007 - dated 24-10-2007
by the Dy. Director (AP) II for Regularization of Extra Coverage

18) Letter by our Ass. to the Director (MPPR)DDA - dated 12-02-2010
for the Development Control Norms

19) Demand Letter No. F15(154)91/CL by the Assistant Director (CL)
for the Premium of Extra FAR - 80 - dated 29-12-2005

20) Payment to the MCD for Parking Charges, FAR Charges, and - dated 10-12-2009
for Conversion Charges of the" Residential Component"
of the Building

21) Page No. 25, 26, 27, 120 of the MPD-2021 DDA

DELHI DEVELOPMENT AUTHORITY
(Master Plan Review Section)
6th Floor: Vikas Minar
New Delhi: 110002; Ph. No.-23379731

F-1(10)2011/Dir (Plg.)MPR & TC/ Date: 25.07 .2012

MEETING NOTICE

The 5th meeting of the Management Action Group (MAG) for Review of MPD-2021 on **"Common Platform for Building Approvals"** is scheduled to be held on 27/07/2012 at under the Chairmanship of Engineer Member, DDA at Vikas Sadan, at 3:00 P.M., Conference Hall, Ground Floor 'B' Block, New Delhi. You are requested to please make it convenient to attend the same. The following issues are proposed to be discussed during the meeting. The detail write up shall be laid on the table.

i) Confirmation of the minutes of the fourth meeting of MAG on **"Common Platform for Building Approvals" held on 05.07.2012.**
ii) Review of Actions of fourth meeting of MAG held on 05.07.2012.
iii) MLU Policy- Shops in DDA Flats and Commercial street areas.
iv) Suggestion related to basement, stilt floor height, atriums, balconies etc.
v) Suggestions received from Federation of Hotel & Restaurant Association of India.
vi) Suggestion related to development control norms in unauthorized areas.
vii) Review of development controls for double storey DDA flats.
viii) Suggestion regarding additional FAR for Institutional area.
ix) Suggestion regarding flexibility in development control norms in influence zone, Group Housing and plotted housing.
x) Suggestion regarding higher FAR & coverage for clubs.
xi) Suggestions by Kingsway camp shopkeepers association regarding development controls.
xii) Suggestion related to Increase in FAR of large residential plots.
xiii) Suggestion related to Pre-primary schools.
xiv) Suggestion related to coal and firewood retail outlets in mixed land use streets.
xv) Any other item with the approval of Chairman.

(I.P. Parate)
Director (Plg) MPR & TC.

Copy to:

1. Engineer Member, DDA	Chairman
2. Chief Planner, TCPO, Govt. of India	Member
3. Commissioner (Plg) I, DDA	Member
4. Commissioner (Plg) II, DDA	Member
5. Chief Town Planner, SDMC	Member
6. Chief Architect, DDA	Member
7. Secretary, DUAC	Member
8. Chief Architect, NDMC	Member
9. Addl. Commissioner (Plg) MPPR, DDA	Member
10. Suptdg. Engineer (Bldg.), MCD	Member
11. Director (Bldg.), DDA	Member

CO-OPTED EXPERT MEMBERS

1. President, Council of Architecture, India
2. Sh. Ujan Ghosh, President, Institute of Urban Designers, India

3. President, Indian Institute of Architect
4. Sh. Sudhir Vohra, Architect

SPECIAL INVITEES

1. Addl. Commr. (Plg.) Area Planning, DDA
2. Addl: Comm. (Plg.) UTTIPEC & Bldg., DDA
3. Director (MP), DDA

APPENDIX XI

[Rule 40 (3)]

LEASE DEED

(Applicable to Government-owned Sites in the Delhi State revised terms)

THIS LEASE made this 16th day of Oct of the year One thousand nine hundred and sixty (62) between the President of India, (hereinafter called the Lessor which expression shall, unless the context requires another and different meaning include his successors and assigns) of the one part and Sh. Tek Chand (Hosiery + W.S. s/o Sh. Hasham Chand of Shop No. 126, Mall Rd (Hudson Line) Delhi (hereinafter called the Lessee" which expression shall, unless the context requires another different meaning to mean and include the said Sh. Tek Chand his heirs, executors, administrators, representatives and permitted assigns) of the other part.

WHEREAS the Lessor has agreed to demise to the Lessee the land described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained;

NOW, this Indenture Witnesseth that in consideration of the premium of Rs. 1239.20. (Rs one Thousand Two hundred thirty nine & P. 20 only) paid before the execution of these presents the receipt whereof the Lessor hereby acknowledges and the rent hereinafter reserved and of the covenants by the Lessor hereinafter contained the Lessor doth demise unto the Lessee all that piece of land containing by admeasurement 62 sq yds. or thereabouts situated in Plot No. — in Mall Rd., (Hudson Line), Delhi, which said plot of land ~~is more particularly described in the Schedule hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these presents and thereon coloured red~~, together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in/under or within the said land with liberty for the Lessor and his lessees, licensees, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land or any building standing thereon and that such compensation shall in case of dispute be determined by an officer appointed by the Lessor for this purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final.

TO HOLD THE said land unto to the Lessee for the term of 99 (Ninety-nine) years commencing from 1.X.55 yielding and paying therefor the yearly ground rent of Rs. 1/- at the rate of Re. 1 per annum per hundred square yards or fraction thereof at the State Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time.

(*a*) Rent will not be subject to revision except as provided for in (*d*) hereof.

(*b*) The Lessee shall before any assignment or transfer of the said premises hereby demised or any part thereof obtain from the Lessor approval in writing of the said assignment or transfer and all such assignees and transferees and the heirs of the Lessee shall be bound by all the covenants and conditions herein contained and be answerable in all respects therefor.

(*c*) The Lessee can transfer the land after obtaining the permission of the Lessor aforesaid and the Lessor will not share any unearned increment in the value of the land (being the difference in the premium paid by him to the Lessor and the market value of the land then prevailing) for permitting such transfer. The Lessor will, however, be entitled to claim and recover the unearned increment in the value of land in the event of any subsequent transfer of the land by a transferee the amount so to be recovered being 50% of the unearned increment in the value of the land.

In the case of any subsequent transfer the Lessor shall have the pre-emptive right to purchase the premises as hereby demised and all the buildings and structures standing thereon, after deducting 50% of the unearned increment as aforesaid.

A. M. Khalid

(Attorney)

(d) The Lessor shall also have the right to revise the annual ground rent at the time of any assignment or transfer of the premises hereby demised subsequent to the first transfer of assignment as aforesaid. The revised ground rent payable in such case shall be at the rate of 2½ per cent of the value of the land at the time of such transfer:

Provided further that in the case of any transfer or assignment subsequent to the first transfer or assignment the Lessor shall also have the right to revise the ground rent hereby reserved on the first day of January of the year following the year in which thirty years from the date of such subsequent transfer or assignment shall be complete and thereafter at the end of each successive period of not less than 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 made and such letting value shall be assessed by the Collector or Deputy Commissioner of Delhi: 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 Deputy Commissioner and within such time as if the same were an assessment by a Revenue Officer within the meaning of section 50 of the Punjab Land Revenue Act, 1887 (Act XVII of 1887) and the proceedings for or in relation to any such appeal shall be in all respect governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

(e) The ground rent will be payable in advance in half yearly instalments on the 15th January and 15th July each year. The ground rent shall be payable for the full half year for the period from the date of purchase or the grant of a lease of the site on the 15th January or 15th July next following as the case may be and shall be paid by the purchaser at once at the time of such purchase.

3

I. The Lessee doth to the intent that the burden of the covenants may run with the said land and may bind any permitted assignee thereof hereby covenant with the Lessor as follows:—

(i) to pay the rent on the days and in the manner herein before appointed for payment thereof and also to pay all taxes, rates and assessments that now are or may hereafter during the said terms be imposed upon the said land or buildings erected thereon or upon the Lessor or Lessee, his permitted sub-lessee or assignee in respect thereof, under any enactment for the time being in force;

(ii) within the period of 24 calendar months next after the date of these presents the ——————————from the——————————day of——————————196 ——————————Lessee shall and will at his own expense erect and finish fit for habitation on the site hereby demised one building *single storeyed containing one residential flat or *double storeyed consisting of one or two residential flats in all with a barsati on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi, may authorise in this behalf together with all necessary outhouses, sewers, drains and other appurtenances in accordance with a plan or plans to be approved of in writing by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi may authorise in this behalf. And all the drains and sewers for the said premises shall be constructed, laid and connected to the satisfaction of the Chief Commissioner and the appropriate Municipal authority and in such position as shall be directed by the said Chief Commissioner or as may be required by the said Municipal authority;

(iii) before the buildings on the said site are occupied connect the same with the gravitating sewers and to lay on water to the said buildings in the manner directed by an officer appointed, by the Lessor in this behalf and to employ a plumber duly approved by the said officer to make and do all such connections and works; provided that when the sewage or water systems are not extended to the said house/quarter at the time the said buildings are occupied, the Lessee shall, within 30 days from the extension of the sewage and water systems to the said house/quarter connect gravitating sewers and lay on water in the manner and according to the instructions and through the agency above mentioned.

*Score out which is not applicable.

*SCHEDULE II

Signed by the .....
for and on behalf of the President of India.

In the presence of—

Signature .....
Occupation .....
Address .....

Signature .....
Occupation .....
Address .....

Signed by the said .....

at .....

In the presence of—

Signature .....
Occupation .....
Address .....

Signature .....
Occupation .....
Address .....

CHECKED AND CORRECT

(Signature)
Assistant Commissioner
Office of Assistant Commissioner

*To be omitted if the purchaser is a non-displaced person.

MGIPCBE--5 RSC/ND/65—17-6-66—10,000.

Form No. V

APPENDIX XXV

DEED OF CONVEYANCE OF BUILDING CONSTRUCTED ON LEASE HOLD SITES SOLD OTHERWISE THAN PUBLICATION

[*Rule* 91 (8)]

(Government built and evacuee properties in the Delhi State built on leasehold sites)

THIS INDENTURE made the ..... day of 196 between the President of India (hereinafter called "the Vendor") on the one part and Sh. ... son of Sh. ... of ... (hereinafter called "the Purchaser") on the other part.

WHEREAS the site and the building hereinafter described is owned by the vendor in full proprietary right;

AND WHEREAS the purchaser has declared that he is a displaced person;*

AND WHEREAS the purchaser has taken lease on the said site by lease deed dated .....;

AND WHEREAS the vendor has agreed to sell and the purchaser has agreed to buy the building fully described in Schedule I hereunder written (hereinafter referred to as the said property) at or for the price of Rs. ..... ;

AND WHEREAS section 8 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (hereinafter referred to as the "Said Act") provides that a displaced person shall be paid out of the compensation pool the amount of net compensation determined under sub-section (3) of section 7 of the said Act as being payable to him and subject to the rules that may be made under the said Act, the Settlement Commissioner or any other officer or outhority authorised by the Chief Settlement Commissioner in this behalf may make such payment in any one of the forms mentioned therein or partly in one and partly in any other of such forms;

AND WHEREAS the purchaser has paid Cost ..., the sum of Rs. ..... the purchase money/on or before the execution of these presents (the receipt whereof the vendor doth hereby admit and acknowledge and from the same doth hereby release the Purchaser)/*out of which the sum of Rs ..... has been paid in cash and ~~the balance of Rs. ..... by~~ adjustment against the compensation payable under the said Act to the purchaser and his associates whose names are given in Schedule II hereunder written and which said associates have agreed to the said property being granted, released conveyed and assured unto the Purchaser*.

NOW this indenture witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the purchaser hereinafter contained and the payment by the purchaser of the said sum of Rs. ... in the manner aforesaid the vendor doth hereby grant, convey, release and assure unto the purchaser the building described in Schedule I hereunder written.

TO HAVE AND TO HOLD THE same unto and to the use of the purchaser subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them that is to say:—

(1) The purchaser shall enjoy the right of possession and enjoyment so long has he confirms to the terms and conditions of the sale.

(2) The purchaser shall pay all general and local taxes, rates and cesses now imposed or assessed or which may at any time hereafter be imposed or assessed on the said property by the vendor or by any other competent authority.

(3) The purchaser shall not make any alterations and/or additions to the building either externally or internally without first obtaining the permission of the local authority in writing, and also if called upon by the said authority, the purchaser shall submit plans, sections, elevations and specifications for the additions and/or alterations to the buildings, in duplicate, and shall not start the work of constructions unless and until the approval of the said authority has been obtained in writing.

(4) The purchaser shall maintain the said property in sanitary conditions according to the directions of the local authority concerned.

---

*to *To be omitted if the purchaser is a non-displaced person.

*Appendix XI, XII or XIII as the case may be in the case of Government built properties. In the case of evacuee properties terms of the original lease will apply.

(5) The purchaser shall not use the said property for any purpose other than the purpose of..... without the previous consent in writing of the vendor or an officer appointed by him in this behalf.

(6) The vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in and upon any part of the said property for the purpose of ascertaining that the purchaser has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.

(7) The vendor shall have full right, power and authority at all times to do, through officers, or servants all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the purchaser as a first charge upon the said property the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

(8) In the event of the breach or non-observance by the purchaser of any of the covenants herein on his part to be observed then in any such case notwithstanding the waiver of any previous cause or right for re-entry, it shall be lawful for the vendor to enter into and upon the said property or any part thereof and to re-possess, retain and enjoy the same as of his former estate and the purchaser shall not be entitled to a refund of the purchase money or any part thereof or to any compensation whatsoever on account of such resumption.

(9) If and so long as the purchaser shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise the vendor will secure the purchaser full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

(10) It is hereby agreed and declared that this conveyance shall in all respects be subject to the terms and covenants contained in the lease* deed of the site hereinbefore referred to.

(11) In the event of any dispute of difference at any time arising between the vendor and the purchaser as to the true intent and meaning of these presents and of each and every provision thereof, the property and rights hereby reserved or any of them or in any manner incidental or relating thereto the said dispute or difference shall be referred to the Chief Commissioner, Delhi, or his nominees whose decision thereon shall be final and binding on the parties hereto.

If either party shall neglect or refuse for the space of thirty days after request in writing by the other party so to refer the matter, than the other party may himself refer the matter for the decision of Chief Commissioner Delhi, as aforesaid who may proceed as though the reference were by both parties and his decision thereon shall be final and binding on both parties.

And it is hereby agreed and declared that unless different meaning shall appear from the context—

(*a*) the expression "Vendor" used in these presents shall include the President of India, the Government of India, the Chief Commissioner, Delhi, and in relation to any matter or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Government of India in respect of such matter or thing;

(*b*) the expression "Purchaser" used in these presents shall include, in addition to the said ... his lawful heirs, successors, representatives, assigns, transferees, lessees and any person or persons in occupation of the said property.

IN WITNESS WHEREOF the parties hereto have hereto set their hands the day and year first above written:—

SCHEDULE I ABOVE REFERRED TO

ALL THAT.... ...storeyed brick-built house or messuage consisting of... ... with fixtures and fittings situate the site being held on lease by an indenture to lease dated.....and more particularly described in the Schedule thereunder written TOGETHER WITH all buildings, privileges, easements and appurtenances whatsoever to the said house or messuage belonging or usually held or enjoyed therewith OR HOWSOEVER OTHERWISE the said house or messuage is or heretofore was called or known or should be described or distinguished.

*To be omitted if the purchaser is a non-displaced person.

(iv) to maintain the premises and all buildings thereon in sanitary condition according to the directions of the officer appointed by the Lessor.

(v) not to erect more than one building *single storeyed containing one ~~residential~~ Business flat or *double storeyed consisting of one or ~~two residential~~ Business flats in all, with a barsati on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi, may authorise in this behalf, except such outhouses and servant quarters as may be approved by the Lessor. Any servant quarter constructed by the Lessee shall not without any written permission of the Chief Commissioner, Delhi be occupied or permitted to be occupied otherwise than by the *bonafide* servants of the persons occupying the main building;

(vi) not without the written consent of the Chief Commissioner, Delhi, to carry on or permit to be carried on, on the said land and buildings erected thereon during the said lease any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of a *single storeyed building consisting of one ~~residential~~ Business flat or a *double storeyed building consisting of one or ~~two residential~~ Business flats in all, with a barsati on top, as may be approved for the locality or as provided in the building already erected on the said land;

(vii) not to sub-divide the said land or building erected thereon or any part thereof without the prior permission of the Lessor in writting ;

(viii) not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in the neighbourhood;

(ix) to register all changes in the possession of the whole of the said land or of the building erected thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) for this purpose within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908 within one calendar month from the date of registration in such sub-registry) and if the Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid with the Lands Officer appointed by the local authority for this purpose, the Lessor may impose on him for each such case of neglect a penalty not exceeding Rs. 100 and the Lessor may in addition to the other remedies available to him under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue ;

(x) that all persons acting under the orders of Lessor shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the Lease;

(xi) the lessee and his successors and assignees shall on the determination of the lease on the expiry of the period of 99 years yield up the demised premises with all buildings erected thereon and landlord's fixtures thereto, provided that the Lessor shall pay to the Lessee the value of the said buildings and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940, and any statutory modification thereof shall apply to any such arbitration. The Lessor may however renew the lease of the land after the expiry of 99 years on such terms and conditions as considered necessary by the Lessor ;

(xii) if during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Lessor, the Lessor shall at the expiry of a notice of fifteen days to the effect that the said premises are required for such purpose to be served upon the Lessee by an officer appointed by the Lessor in this behalf, be at liberty to take possession of the land together with all buildings, structures and appurtenances. The Lessee shall be entitled to compensation in respect of the land, buildings and structures. The compensation payable under this clause shall, in case of dispute be determined by the Lessor or by such officer as he may appoint for the purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Act or regulation for the time being in force relating to the same and the decision of the Lessor or such officer shall be final and conclusive;

(xiii) any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the Lessor as an arrear of land revenue under the provisions of the Punjab Land Revenue Act, 1887 (XVII of 1887) and any amending Act for the time being in force.

*Score out which is not applicable.

II. If the yearly rent hereby reserved on any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the said days whereon the same shall have become due, whether the same shall have been demanded or not, or if there shall have been in the opinion of the Lessor or the Chief Commissioner of Delhi 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 hereinbefore contained and on his part to be observed or performed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by him notwithstanding the waiver of any previous cause or right of re-entry upon any part of the premises hereby demised or of the building thereon in the name of the whole to re-enter and thereupon this demise and everything 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.

III. No forfeiture or re-entry shall be effected except as herein provided without the permission of the Chief Commissioner of Delhi and Chief Commissioner shall not permit such forfeiture or re-entry until the Lessor has served on the Lessee a notice in writing:—

(a) Specifying the particular breach complained of ;

(b) If the breath is capable of remedy, requiring the Lessee to remedy the breach, and the Lessee fails within a reasonable time from the date of service of the notice to remedy the breach, if it is capable of remedy; and in the event of forfeiture or re-entry the Chief Commissioner may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

Nothing in this clause shall apply to entry for breach of covenant against unauthorised sub-division.

In WITNESS WHEREOF the President of India has caused.... M.L.C. (M&S) ... on his behalf to set his hand hereunto and the Lessee has hereunto set his hand the day and the year first above written.

The schedule above referred to.

Office of the ...

Signed by.....
for and on behalf of President of India in the presence of

1 .....

2 .....

Signed by ..... (Advocate)
the Lessee in the presence of

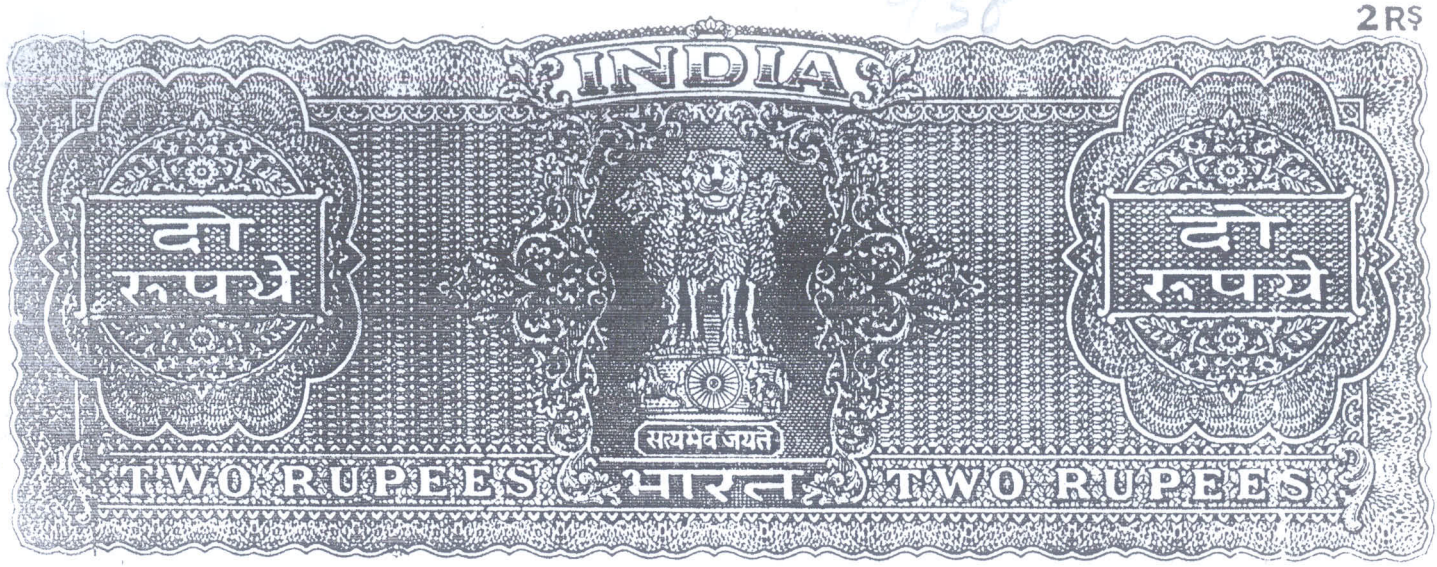
1 ... (illegible) ... No 33 Tri ... from Delhi

2 .....

(illegible) 25 A Vijay Nagar Delhi

Asstt. Managing Officer,
Regional Settlement Commissioner.

2 RS



Copy of Resolution No.243 dated 7.5.1971 of the Standing Committee.

Item no.20 : Revised layout plans of Kingsway Redevelopment scheme.

Commissioner's letter no.762/C&C dated 24.4.71.

Kingsway redevelopment scheme consisting of five phases was approved by the Standing Committee of M.C.D. The total number of tenements and 160 sq. yds. plots provided in the scheme as approved by the Standing Committee were 700 and 2648 respectively. At the time of draw of plots in May, 1970, a shortage of 72 plots was observed and the same were added in the various layout plans making the total number of plots to 2720.

Standing Committee vide resolution No.1008 dated 5.1.67 (Appendix 'A') resolved to retain the existing shops in Hudson Line on 100 ft. wide Lok Path with the present frontage of 15 ft. each and a depth as 60 ft.

In view of the above resolution of the Standing Committee, the allotment of plots falling under the existing shops, abutting the Mall and Lok Path in Hudson and Outram Lines was not made. It has been assessed that in case shop plots on Lok Path (Guru Teg Bahadur Marg) and Mall Road are retained/ adjusted there would be a shortage of 78 residential plots and therefore, it has become necessary to revise the layout plans.

contd...2/2

TRUE COPY

Ramesh Chandra
Superintendent 17.2.96
Municipal Secretary's Office
Municipal Corporation Of Delhi

437

In view of the above resolution of the Standing Committee, the layout plans of Hudson and Outram Lines and Kingsway North have been revised and the details are as under:-

Hudson Line :

All the shops in Hudson Line are 15ft. wide and, therefore, all the shop plots have been proposed as 15'x60' i.e. 100 sq. yds. with residential use at first floor and Barsati floor. All the shop plots have been adjusted at their present sites except a few shops falling under the proposed 100 ft. Master Plan road near Najafgarh drain. A few shop plots of the same size i.e. 15'x60' have been added in the space made available by re-location of roads between the existing shops and at the ends to accommodate the affected shops.

An area of 2.1 acres originally earmarked for shopping centre in the approved layout plan has been converted into shop plots facing the Mall and 22 residential plots in the rear.

Outram Line:

The width of existing shops on Lok Path is about 10ft. and at the Mall and Coronation roads is 15ft. to maintain the existing frontage of the shops, the shop plots on Lok Path and the Mall and Coronation roads have been proposed as 10'x60' and 15'x60' with residential use at first and Barsati floors respectively. All the shop plots have been adjusted in their present sites, except six shops affected in the round about and a few shops on the Mall behind the existing park, which have to be shifted forward to maintain the alignment of the road and not to disturb the approved (alletted) residential plots in the back row.

A few shop plots of 10'x60' and 15'x60' have been added in the space made available by relocation of roads between the existing shops and at the ends to accommodate the affected shops.

It has been noticed that five residential plots in coronation road have already been alletted, which actually fall under the existing shops. Now the shops falling under these five residential plots have been proposed to be retained as shop plots and rest of the plots adjoining these shops have been retained as residential. It is suggested that the five persons who had been alletted residentials plots that are affected under shops on Coronation road are given alternative suitable plots.

TRUE COPY

contd...p/3

Ramesh Chandra
Superintendent 17.7.96
Municipal Secretary's Office
Municipal Corporation Of Delhi

Kingsway North :

The primary school site near shopping centre has been converted into residential plots 56 Nos. and an alternative site for primary school has been earmarked in the open space near the H.S. School site.

Right of way/widening of Roads :

As per the master plan and the zonal plans, the R/W of Lok Path and the Mall are 100ft. and 200ft. respectively. The widening of Lok Path in front of Edward Line has been proposed towards Hudson Lines, thus affecting the Hudson Line shops. Beyond the crossing i.e. in Outram Line the entire widening of Lok Path in front of the existing shops has been proposed towards T.B. Hospital and beyond that the widening has been proposed towards Outram Line as per the approved layout plan. The widening of the Mall road has been proposed to be equal on both the sides i.e. in Hudson and Outram Lines.

Now the overall details of residential shops cum residential plots provided in various parts of the scheme are as under :

Scheme	Residential Plots 24'x60'-0"	Shops cum residential Plots 15'x60'	Shops plots 10'x60'
Hudson Line	411	110	-
Outram Line	772	59	64
Kingsway North	1350	-	-
Kingsway West	160	-	-
Total :	2693	169	64

Care has been taken as far as possible not to disturb the approved residential plots and the existing shops. No residential plot, which have been allotted have been disturbed except five plots on Coronation road, as they were affected under the existing shops. Now these five residential plots have been proposed to be converted into shop plots of 15'x60' as the shops are already existing.

The existing shops in the interiors of Hudson and Outram Lines could not be adjusted, since the allotment of residential plots falling under these shops has already been made and also it would not be desirable to retain such shops in the midst of the residential areas.

As required under section 313 of the D.M.C. act, 1957, the revised layout plans of Kingsway North, Hudson Line and Outram Line of Kingsway Redevelopment Scheme are put up to the Standing Committee for approval.

contd....p/4

TRUE COPY

Kamesh Chandra
Superintendent 17.7.96
Municipal Secretary's Office
Municipal Corporation Of Delhi

435

APPENDIX 'A'

Copy of Resolution No. 1008 of the Standing Committee dated 5.1.67.

Shri Kishore Lal moved and Shri Karan Singh seconded the following motion :

As part of the Kingsway Camp redevelopment scheme the layout plan of Hudson Lines was approved by the Standing Committee on the 21st February, 1966 vide resolution No.1243. It has been realised that there are a large number of shops on Lok Path separating Vijay Nagar and Hudson Lines. If these shops were to be demolished, compensation amounting to thousands of rupees would be payable. In order to make the scheme workable within the financial limits the plan be amended to retain the existing shops on the 100' road with the present frontage of about 15' each and depth as 60'. The two approaches of 45' to Hudson Lines be adjusted in such a way as not to affect the existing shops. In order to give shop to the scheme and speed up the const. the shopkeepers who have complete ownership of documents having paid all Government dues be allowed to reconstruct their shops as per the approved design to be supplied by the Junior Town Planner.

The motion was carried.

Item No.20 :

Resolution No. 243

Resolved that as recommended by the Commissioner in his letter No. 762/C&C dated 24.4.71, revised layout plans of Kingsway North, Hudson Line and Outram Line of Kingsway Redevelopment Scheme be approved on the terms and conditions mentioned in his letter referred to above.

TRUE COPY

Ramesh Chandra
Superintendent 17.7.96
Municipal Secretary's Office
Municipal Corporation Of Delhi

म्यु० प्रेस०—आव 582/—999 किताबें दिल्ली नगर निगम अध्याय 2 खण्ड 2(ए)
प्रत्येक में 100 × 2 पृष्ठ 23-11-95 फार्म सी-8-ए 6/96 फार्म नं० 5

Rajesh Chhabra General Clerk/Ar. 124044
राज्य को
Kingsway Camp Shop Keepers Welfare Association (Regd)
पक्ष (Qua Regd) Bahadur Nagar Regd No. 92-95 Wallabad
के लिए नोट अंकुन खन्ना Kingsway Camp C.T.I. Nagar Delhi 110009

माग व समाव॰ पुस्तकों का संदर्भ	भुगतान का विवरण	रुपये	पै॰
I-c-6	Copying Charges of Resolution No. 243 dated 7.5.1971 of Standing Committee with urgent fee Rs. 6/-	34	00
योग (शब्दों में)	Rs. Thirty four only	34	00

भुगतान की तिथि 17.7.1996
दैनिक प्रारोही योग
रसीद जारीकर्ता अधिकारी के हस्ताक्षर
(कालम 1 तथा दैनिक योग के कालम को केवल रिकार्ड वाली कापियों की प्रति में ही भरना चाहिए)

No. 20019/2/81-LD
Government of India
Ministry of Works and Housing
Lands Division

New Delhi, dated the 4th September, 1982.

To

The Vice-Chairman,
Delhi Development Authority,
Vikas Minar, New Delhi.

Subject:- Redevelopment of Kingsway Camp Colony, Delhi, etc.

Sir,

The work relating to redevelopment of Kingsway Camp was transferred from the Municipal Corporation of Delhi to Delhi Development Authority vide Ministry of Supply and Rehabilitation (Department of Rehabilitation) letter No.56(20)/75-LD dated the 26th May, 1976 addressed to the Vice-Chairman, Delhi Development Authority. Subsequently it was decided to transfer this work back to Municipal Corporation of Delhi again and accordingly administrative approval was conveyed in the Ministry of Supply and Rehabilitation (Department of Rehabilitation) letter No.56(20)/75-Emp/SSII dated the 17th April, 1978 addressed to the Commissioner, Municipal Corporation of Delhi, Delhi. The matter has been under discussion for some time and keeping in view the issues noticed in the matter, it was discussed later in the Chamber of the Minister for Works and Housing on the 20th July, 1982 and it was decided that the work should be handled by one agency, i.e., Delhi Development Authority.

2. I am accordingly directed to convey the administrative approval of the Government of India to the transfer of the work of the redevelopment of the Hudson and Cutcha Lines of the Kingsway Camp in conjunction with the development of the second phase of Dr.Mukherjee Nagar from the Municipal Corporation of Delhi to the Delhi Development Authority subject to the following general terms and conditions:-

(i) The Delhi Development Authority will follow the general/special orders of Government with regard to the conditions already given in respect of work of transfer or exchange of

Superintendent (Commercial Land)

and observe the terms and conditions under which the work in question was originally entrusted to the Municipal Corporation of Delhi.

(ii) The Delhi Development Authority will prepare the final list of the terms of work already completed and those yet to be completed by the Municipal Corporation of Delhi and furnish to this Ministry sufficient information to carry out a check in respect of the accounts of the loans so far advanced to the Municipal Corporation of Delhi for the purpose.

(iii) The Delhi Development Authority shall take possession and charge of the 156 acres, duly demarcated, of the land acquired by the Municipal Corporation of Delhi for the development of Phase I and II of the scheme.

(iv) In respect of the scheme and redevelopment of Kingsway Camp that is hereby being transferred to the Delhi Development Authority will take over the assets and liabilities in respect of the redevelopment of Kingsway Camp with immediate effect and take steps to implement the same quickly.

3. Action, as decided in the meeting of the 20th July, 1982 in the Chamber of the Minister for Works and Housing, may please be taken on priority basis. Further instructions on the clarifications in regard to the execution of the said scheme will be issued in due course as and when felt necessary.

4. This issues with the concurrence of Finance Division vide their U.O.No.5(43)/FD(L)/76-92/510 dated the 3rd September, 1982.

Yours faithfully,

(S.Mukherjee)
Desk Officer (Lands)
Tele:381405

Copy forwarded for information and necessary action to:-

1. The Commissioner, Municipal Corporation of Delhi, Town Hall, Delhi. It is requested that the details of the expenditure already incurred by the Municipal Corporation of Delhi out of the loan advanced to it so far may kindly be furnished at an early date. It is also requested that the physical progression

Certified to be True Copy ...../-5

Superintendent
Delhi Development

of the land acquired by the Municipal Corporation of Delhi may be handed over to the Delhi Development Authority.,

2. Land and Development Officer, Nirman Bhavan, New Delhi with a request to hand over the physical possession of the land in Ortram and Hudson Lines to the Delhi Development Authority.

3. Finance Division (Lands), Ministry of Works and Housing, Nirman Bhavan, New Delhi.

4. Secretary, Ministry of Rehabilitation, Jaisalmer House, New Delhi.

5. Delhi Administration (Lands and Buildings), Vikas Bhavan, New Delhi.

6. Accountant General, C.W.&M., New Delhi.

7. Pay and Accounts Officer (W&H), Ministry of Works and Housing, Ansal Bhavan, New Delhi.

8. PS to HM/PS to DM/PS to Secretary.

9. Information Officer, Ministry of Works and Housing, Shastri Bhavan, New Delhi.

10. PS to JS(RP)/Director (Lands)/Under Secretary (Lands)/ DS(HH)/ All Desk Officers in the Lands Division, Ministry of Works and Housing, Nirman Bhavan, New Delhi.

(S.Mukherjee)
Desk Officer (Lands)
Tele:381125

Certified to be True Copy

(व्यावसायिक भूमि)
(Commercial Land)
Delhi Development Authority

RGJ/4-9-1982/*

(ix) As regards recommendations made in para 4.84 of the Baveja Committee Report (Item 102 of the report of the Empowered Committee), the Government have decided that the status-quo may be maintained.

3. The DDA/Delhi Administration/MCD are concerned with the implementation of the recommendations/observations as indicated in the statement which gives the item Nos. of the report of the Empowered Committee. You are requested to send quarterly reports in regard to the implementation of these recommendations to the concerned desks of Delhi Division of this Ministry as indicated in the statement. The first report may indicate the position as on 31-3-1979.

4. If more copies of the reports are required, kindly send the requisition to this Ministry.

5. Kindly acknowledge receipt.

Yours Faithfully,

(H.R. Goel)
Under Secretary to the Government of India.

G.O.I. M/O WORKS & HOUSING LETTER NO. J-20019/2/1981-LD DATED 4.9.82 REGARDING REDEVELOPMENT OF KINGSWAY CAMP COLONY, DELHI, ETC.

Government of India
Ministry of Works and Housing Lands Division

To

The Vice-Chairman,
Delhi Development Authority,
Vikas Minar, New Delhi.

Sub:- Redevelopment of Kingsway Camp Coloney Delhi etc.

Sir,

The work relating to redevelopment of Kingsway Camp was transferred from the Municipal Corporation of Delhi to Delhi Development Authority vide Ministry of Supply and Rehabilitation (Department of Rehabilitation) Letter No. 56(20/75-IMP dated the 26th May, 1976 addressed to the Vice-Chairman, Delhi Development Authority. Subsequently it was decided to transfer this work back to Municipal Corporation of Delhi again and accordingly administrative approval was conveyed as per Ministry of Supply and Rehabilitation (Department of Rehabilitation) Letter No. 56 (20)/75-IMP/SSII dated the 17th April, 1978 addressed to the Commissioner, Municipal Corporation of Delhi, Delhi. The matter has been under discussion for some time and keeping in view the issues noticed in the matter, it was discussed last in the Chamber of the Minister for Works and Housing on the 20th July, 1982 and it was decided that the work should be handled by one agency, Delhi Development Authority.

I am accordingly directed to convey the administrative approval of the Government of India to the transfer of the work of the redevelopment of the Hudson and Outram Lines of the Kingsway Camp in connection with the development of the second phase of Dr. Mukherjee Nagar from the Municipal Corporation of Delhi to the Delhi Development Authority subject to the following general terms and conditions:—

i) The Delhi Development Authority will follow the general/special orders of Government with regard to the sanctions already given in respect of work estimates or expenditure and observe the terms and conditions under which the work in question was originally entrusted to the Municipal Corporation of Delhi.

ii) The Delhi Development Authority will prepare the final list of the terms of work already completed and those yet to be completed by the Municipal Corporation of Delhi and furnish to this Ministry sufficient information to carry out a check in respect of the accounts of the loans so far advanced to the Municipal Corporation of Delhi for the purpose.

iii) The Delhi Development Authority shall take possession and charge of the 156 acres, duly demarcated, of the land acquired by the Municipal Corporation of Delhi for the development of phase I and II of the scheme.

iv) In respect of the scheme and redevelopment of Kingsway Camp that is hereby being transferred t the Delhi Development Authority will take over the assets and liabilities in respect of the redevelop of Kingsway Camp with immediate effect and take steps to implement the same quickly.

3. Action, as decided in the meeting of the 20th July, 1982 in the Chamber of the Minister for Works and Ho may please be taken on priority basis. Further instructions or the clarifications in regard to the execution of the said sch will be issued in due course as and when felt necessary.

4. This issues with the concurrence of Finance Division vide their U.O. No. 5(43)/FD(L)/76-82/510 dated 14 September, 1982.

Yours faithfully,
(S. Mukherjee)
Desk Officer (Lands)
Tele: 381125

RESOLUTION NO.177 DATED 23.9.83 REGARDING FIXATION OF PRICE OF PLOTS TO BE ALLOTTED TO THE DISPLACED PERSONS IN THE KINGSWAY CAMP REDEVELOPMENT SCHEME. (FE.59(1)/77-PT. VII).

Precis

The Kingsway Camp Re-development scheme for rehabilitation of displaced persons living in Outram Line/H Line which was being executed by M.C.D. was transferred from M.C.D. to DDA in May, 1981. The matter regarding f of price to be charged from the allottees in this scheme was discussed in the meeting of the Authority on 1.2.198 item was referred back with recommendation that the matter may be re-examined particularly with regard to the be charged.

Copy of Resolution No. 45 dated 1.2.1983 may be seen at Appendix 'S'. Under it, the following works h executed or are required to be executed:-

(i) *Bhai Permanand Colony*

The M.C.D. constructed 700 tenements in this colony on an area of 80 sq. yd each. The tenements were allo the displaced persons living in the Outram Line/Hudson Line.

(ii) *East and North Mukherjee Nagar*

In this colony, a total of 1518 residential plots, measuring 160 sq. yd. each, were to be developed. Out of these plots were developed and allotted by the M.C.D. to the eligible displaced persons at the rate of Rs. 50/- per sq. balance 196 plots were developed by the D.D.A.

(iii) *Hudson Line and the Outram Line*

411 plots in Hudson Line and 772 plots in Outram Line measuring 160 sq. yd. each have to be developed. It be possible to develop these plots only when the area is vacated after shifting the occupants.

(iv) *New Gupta Colony and B.B.M. Depot*

125 plots measuring 80 sq.yd. each are to be developed in New Gupta Colony and 536 plots in B.B.M. D these, 125 plots in New Gupta Colony and 488 plots in B.B.M. Depot have already been developed. These plots ar for eligible allottees for the Barrack, left out after settlement of similar persons in Bhai Permanand Colony.

2. It is proposed to allot the above plots to the displaced persons at the prices mentioned below:—

(i) *East and North Mukherjee Nagar*

As stated above, only 196 plots have been developed by the D.D.A. and it is proposed to allot at the rate of per sq.yd. to those refugees who had been ousted from Hudson Line/Outram Line on account of the redevelopment areas. They are the refugees who were declared entitled to be rehabilitated and as such, they have been allotted plo rate of Rs. 50/- per sq.yd,. by the M.C.D. and as such there is a commitment to allot the remaining plots at this rat the pre-determined rate of Rs. 217/- per sq.yd.

(ii) *Hudson Line and Outram Line*

It is proposed to allot the re-developed plots at the rate of Rs. 75/- per sq.yd in these colonies against the pre-de rate of Rs. 257/- per sq.yd. but only to the original refugees. The price has been fixed at a concessional rate k view the fact that these refugees have been awaiting rehabilitation for the last so many year and they are in similar as the allottees in Mukherjee Nagar. In addition, compensation at the rate of Rs. 1063/- per quarter has to be pai allottees in these areas.

DRAFT AGENDA FOR SCREENING COMMITTEE

.....

Sub : Modification of Layout plan for Shop plots in Outram & Hudson Lines, Kingsway Camp
File No. PA/Dir.(AP)-1/95/L-816
+ F.15(10)88/CE

.....

1.0 BACKGROUND/INTRODUCTION :

1.1 A reference has been received from the Lands deptt. to finalise the layout plan for shop plots in Outram Lines, Kingsway Camp and also to suggest development controls for the construction of building on the enlarged plot. This Scheme was meant for the Rehabilitation of the Refugees from West Pakistan and was formulated in the year 1966 by Govt. of India. Initially this area was transferred to M.C.D. for implementation but has now been transferred to D.D.A.

1.2 Authority vide Resolution No.11 dated 24.3.94 approved the allotment of additional land to 233 shop owners which were allotted land by L&DO in the year 1965-66 in Outram/Hudson Lines, Kingsway Camp as per the details for three different categories of plots are given below :-

Location	Area of shop plot originally allotted		Proposed enhanced area of the plot		Additional area to be allotted
Hudson Line					
a. 16 plots	15'x30'	450 SFT	15'x60'	900 SFT	450 SFT each
b. 94 plots	15'x37'	555 SFT	15'x60'	900 SFT	345 SFT each
Outram Line					
a. 99 plots	15'x37'	555 SFT	15'x60'	900 SFT	345 SFT each
b. 64 plots	10'x22'	220 SFT	10'x60'	600 SFT	380 SFT each

2.0 DETAILED EXAMINATION :

2.1 A detailed shop to shop survey has been undertaken with a view to adjust the existing shops on as and where basis to the extent possible. The survey reflects a total shop plots as to 229 Nos.(against the 233 Nos. mentioned in the Authority resolution), out of which on one plot (No.67 Mall Road) a temple has been built.

....2/-

Resulting the actual numbur to 228 only. A detailed layout plan on the basis of the survey and by utilising the available open space in between it has been possible not only adjustment of all the existing shops, but five shops will be available for the disposal of DDA besides further utilisation of DDA land in this area

2.2 The total scheme has been studied in two parts first on the Mall Road/ Banda Bahadur Marg and the other on the 100' wide Kingsway Camp Road(running along TB Hospital) covering shops of Outram Lines and Hudson Line. The salient features for the consideration are stated below :-

i. Efforts have been made to adjust the existing shops on as and where basis to the extent possible.

ii. The existing curve market on either side of Mall road is proposed to be demolished and plots are to be carved out in the straight line of the existing shops, making extra land available in the rear for DDA's planning as per approved layout plan.

iii) Additional plots have been carved out by utilising the open land in between the shops maintaining the circulation pattern as per the layout plan.

iv) The R/W of the Mall road, Kingsway Camp Road and Banda Bahadur Marg has been incorporated as 200', 100' and 80' respectively. The widening is proposed equally on either side from the centre line of the existing road. This has been indicated in the proposed layout plan.

v) After the layout plan is approved by Screening Committee/ Vice-Chairman, DDA the Engg. Deptt. will be requested for feasibility/ demarcation before actually handing over the plots to the allottees.

3/-

427

3.0 PROPOSAL :

3.1 The existing 15ft.x30 ft. plot has been called as Category-'A', 15'x37' as Category-'B' and 10' x 22' as Category-'C'. The salient features explained in para-2 above have been incorporated while finalising the layout plan. The layout plan has accordingly been modified. Besides the modification of the shop plots area some of the residential facility plots will also be restored to their original uses and disposal will be done in accordance with the earlier approved layout plan. This will be basically due to the redesigning of curve markets.

3.2 The proposal for shop plots has been summarised in the following tabular statement:-

S.No.	Particulars	Mall Road		Kingsway Camp Road		Total	
1.	Existing to be retained	103	132	88	96	191	228
2.	To be demolished/ relocated	29		8		37	
3.	New Plots	23		19		42	
4.	Surplus plots	-		-		5	

3.3 The plotwise position for the existing and the newly carved out shop plots, demolition involved etc. has been tabulated and placed at Annexure-'X', 'Y' & 'Z' for both Mall Road, Banda Bahadur Marg, Kingsway Road in Outram Line/Hudson Line Scheme.

3.4 DEVELOPMENT CONTROLS :

According to the approved zonal plan as and the contents of the Authority's Resolution is to construct building on these plots by using ground floor for shop and first floor and Barsati floor for residence, building to be constructed as per residential building bye-laws. Though the Screening Committee recommended that the physical possession of the 60% of the

.....4/-

rear side of the plot be handed over to the shop keepers and front 40% area be kept reserved for pool parking. The Authority is silent on this issue in the Resolution. If the plot is treated as a shop plot then the ground coverage will be restricted to 25% and 100 FAR whereas the Authority has considered the FAR to be provided as per the residential norms i.e. 180. Therefore, the development controls to be followed will be as under :-

i) Max. ground coverage - 66%
ii) Max. FAR - 180
iii) Max. height - 12.5 Mtr.
iv) ~~Front~~ set back - 3.0 Mtr.
v) Basement by Mezanine not permitted, if constructed, will be counted - FAR
vi) only ground floor will be used for retail shopping

4.0 The modified Scheme/Statement was referred to Land Disposal deptt. and Commissioner (Land Disposal) has recorded that the above proposal seems to be in order and may kindly be submitted to Screening Committee for approval so that D.D.A.'s commitment can be made. The feasibility report in regard to the location of shops as per proposal has also been received from the concerned Engg. deptt.

5.0 The proposal contained in para-3 above is submitted for approval of the Screening Committee.

.....

CPO 21.8.75

Dy(AD)I

425

LDF

दिल्ली विकास प्राधिकरण

Delhi Development Authority

Lease of 3/6/95 & 12/6/95

LDF No. 15(248)/91/Ele. Sub/Plot No. 114

योजना
SCHEME Mall Road Heavy Complex No.

भूमि उपयोग
LAND USE

Basement — Main ROAD 200' R/W →

G. Floor

Upper Floors

Shop No. 112

Shop No. 114

Shop No. 112

66'

RED

24'

क्षेत्र
Area Shop No. 114 Sq. Yds Sq. Mts Acres
Plot = 35.3 39.03

पट्टाधारी/खरीदार
LESSEE/VENDEE

PREPARED BY

दिल्ली विकास प्राधिकरण नई दिल्ली
Delhi Development Authority

पट्टादार/विक्रेता
LESSOR/VENDOR

DDA/PP

Madan Lal Taneja.

DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LANDS BRANCH

" SUPPLEMENTARY LEASE DEED "

This indenture is made this day of _____ thousand nine hundred _____ between the President of India (hereinafter called the Lessor) of the first part and Sh/Smt. _____ (hereinafter called the Lessor) of the second part.

WHEREAS a Perpetual lease deed in respect of Shop No. 114 measuring 64.7 sq.yds. in Mall Road/Hueson Line/Kingsway Camp, Delhi was executed on 14-1-63 between the Lessor and the Lessee and the same was registered in the office of Sub-Registrar, Delhi on 27-3-63 vide No. 3714 on page 18 to 20.

AND WHEREAS the area of the aforesaid shop as mentioned above is as per the site plan attached with lease deed.

AND WHEREAS an area measuring _____ sq.yds. has been found to be in unauthorised occupation of the Lessee w.e.f. _____ in addition to the area mentioned in the aforesaid lease deed.

AND WHEREAS it has been decided to allot the aforesaid additional area of 35.3 sq.yds. to the Lessee on payment of Rs. 18144.20 @ Rs. 514/- per sq. yds. and on the terms & conditions as stipulated in the allotment letter No. F15(245)91/CL dt. 17-11-94 and for this the Lessor and the Lessee have agreed to execute this Supplementary lease deed.

Now, therefore, by virtue of this Supplementary deed the Lessor and Lessee hereby agreed that in the lease deed dated 14-1-63 the area of the plot shall always be read as 100 sq.yds. instead of 64.7 Sq.yds. and the premium of the plot as Rs. 27744.20 instead of Rs. 9600/- for all purposes including payment of ground rent.

Contd....P/2.

File No. 603 Date 98-99
Certified full Stamp Duty Rs. 1120-00
Transfer Duty of Rs. 560-00
Total Rs. Rs 1680-00
Rupees One Thousand six Hundred eighty only
has been paid vide T.C. Dt. 7-1-99

Land & Development Officer
Land Administration Office
Delhi Development Authority

Collector of Stamps
Delhi

423

(28)

(20)

10/-

Madan Lal Tayal

L. Roshan Lal Tayal

Veer Lal Tayal

A2

16/10/55

Jasmine by the Tayal

Nirmal Lal Tayal

L. Parshan Lal Tayal

Nirmal Lal Tayal

A2

16/10/55

A2

16/10/55

on Lal Tayal.

A2

16/M/55

471

54-60

A2

59

104

422

27 29

In order to avoid any discrepancy in the dimensions of p
lotted you are advised to get the site redemarcated from
ffice of Director (Planning) of the projects before commencem
f the work i. e. Appendix 'B' as per L.S.3 Clause 7.2.1

735

Delhi Development Authority
(Building Section)

12/10/99

Central Unit

ANNEXURE-I

Building Section, D.D.A.

CONDITION NO.14 OF SANCTION LETTER (other conditions) to be read alongwith SANCTIONED LETTER ISSUED VIDE LETTER NO. F13(126)99/Bldg. DATED 12.10.99.

1. Sanction within plots area.
2. The owner shall strictly follow the architectural control drawing, CFO guidelines, BBL'83-MPD-2001.
3. Basic level should be got as entertained from the concerned Ex.Engineer.
4. Display boards of minimum size of 3' x 4' indicating the following:

i) Plot No. & Location Shop no 114, MALL ROAD KINGSWAY DELHI-9.

ii) Name of the lessor/owner Sh. MADAN LAL TANEJA S/o Sh. ROSHAN LAL

iii) Use of the property as per lease deed Shop cum Reside

iv) Date of sanction & building plans with number 12.10.1999.

v) Sanction valid upto 11.10.2001.

vi) Use of different floor & are sanction:

Floor	Use	Area in Sqm.
(1) Basement Floor	Pos Stairs only	56.43.
(2) Ground Floor	commercial.	66.88
(3) ~~Residance~~ First Floor.	Residance.	62.18.
(4) Barsati Floor.	-do-	15.60.

vii) Name of the ~~Architect~~ and his address Sh. Jeet Ram Ar
2417 Hudson line Kingsway camp Delhi

viii) Name of the contractor & address:

5. Copy of the sanctioned building plan should be available at the site of construction.
6. Panel action for not displaying the plan on the board shall be charged Rs.5000/- for residential plots.

Yours faithfully,

For Vice सहायक अभियन्ता (भवन) CEE
D.D.A. भवन अनुभाग CEE
दिल्ली विकास प्राधिकरण

421

DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LANDS BRANCH

(LESSEE'S COPY)

No. F. 15 (245)/CL/91/DDA/2624 Dated: 9-11-1998

Certified that the physical possession of 35.30 Sqyds addl. land out of plot bearing plot No. 114 in the Mall Road Kingsway Camp has been taken over by me on 16-11-1998 and boundary pillars demarcating the plot in question are correctly fixed.

A copy of the possession slip has been received by me.

PLOT DIMENSIONS: — x — 35.30 Sqyds

COUNTER SIGNATURE

16/11

Assistant Engr/Junior Engr.
Commercial Land/DDA.

Madan Lal
Taneja

Lic: 450(8)

Signature: Madan Lal Taneja

Name: Sh. Madan Lal Taneja
S/o Sh. Roshan Lal

Address: Shop No. 114 Mall Road
Kingsway Camp, Delhi.

(22) 420 (21)

23

DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LANDS BRANCH

A-Block, Ist floor
Vikas Sadan,
New Delhi-23.

Dated: 9/11/1998.

No. F. 15(245)/98/CL/DDA/2623

From : Asstt. Director(CL)

To

Shri Madan Lal Taneja
S/o Shri Roshan Lal
Shop No 114 Mall Road
Kingsway Camp Delhi

Subject : Handing over of possession of plot No. 114
Block No. measuring 353 Sq.Mtrs. in
Mall Road Kingsway Camp

Dear Sir/Madam,

It is intended to hand over the possession of the plot mentioned above to you in anticipation of execution of the lease deed which is likely to take some time. The Assistant Engineer concerned has been directed to hand over the possession of the plot on 16-11-98 at 11.00 AM to you. You are, therefore, requested to be present at plot site on the appointed time & date.

Further you may kindly sign the possession letter and also the undertaking to execute the lease deed when called upon to do so which is to be presented to you by him at the time.

Yours faithfully,

ASSISTANT DIRECTOR(CL)
D.D.A.

madan lal taneja

Copy forwarded to the Asstt. Engineer(CL), DDA. He is directed to handover the possession of plot to the allottee Sh./~~Mrs./M/s~~ Madan Lal Taneja S/o Sh. Roshan Lal
Managing Director/representative/
Partner of the Co./Firm who has been duly authorised by M/s
At appointed time and date. The signature of the authorised person who will take over the possession of aforementioned plot/site are also appended below:

Roshan Lal Taneja

2. Copy to Executive Engineer ND-3

ASSISTANT DIRECTOR(CL)

419

(31)

DELHI DEVELOPMENT AUTHORITY
(COMMERCIAL LANDS BRANCH)

No. : F.15(245)91/CL/65

17 NOV 1994

From : Jagdish Chander
Jt. Director(CL)

To : Sh. Madan Lal
Shop no. 114 Mall Road
Kingsway Camp
Delhi

SUB:- Allotment of additional land measuring 35 sq.yds. to the allottee of shop No. 114 Mall Road Outram Line/Hudson Line, Kingsway Camp, Delhi.

Sir/Madam,

I am directed to inform you that a piece of additional land measuring 35 sq.yds. behind your shop No. 114 Mall has been decided to be allotted to you subject to payment of following amounts with in 45 days from the date of issue of this demand-cum-allotment letter under intimation to this office:-

1. Premium of the additional land measuring 35 sq.yds. @Rs.514/- per sq.yds. Rs. 17,990/-

i. Documentation charges Rs.45/-

ii. Ground rent @ Re.1/- p.a. for the first five year. Rs.5/-

2. Apart from above, you are also to pay the interest charges @ 18% p.a. w.e.f. 1.10.87 till the date of payment and ground rent @ 2½% of the premium after 5 years w.e.f. 17 NOV 1994

3. In addition to the above, you are also liable to pay the damage charges at the rates as decided by the Authority for the area which remained under you unauthorised occupation in excess of the total area of the land to which you are entitled. A demand for this payment shall be communicated to you separately.

4. You are also liable to remove the encroachment/unautho rised construction if any beyond the entitled area and possession of land shall be handed over only after the removal of the encroachment/unauthorised construction beyond the entitled area.

5. Further you are requested to submit the following documents:-

i. Original lease deed of the plot which will be returned after the entitlement for allotment is verified.

ii. An undertaking on a non-judicial stamp paper worth Rs.2/- to the effect that the unauthorised construction/encroachment has been removed from the area beyond the entitled area and will pay the damages charges as decided by the Authority.

iii. Attested copy of Ration Card.

...2/-

(25)

418

3 specimen signature and 3 photographs duly attested by the Gazetted Officer.

v. An affidavit, declaring that no change in ownership has taken place after allotment of shop, duly attested by Magistrate Ist Class/Notary Public, and he/she in physical possession of the shop.

6. You will abide by the terms and conditions of allotment (specimen attached) and other terms of lease deed. The terms and conditions duly signed must also be submitted on non-judicial stamp paper worth Rs.2/- (duly typed and signed on each page and attested by the Notary Public with the Notarial stamp of Rs.3/-.)

7. The possession of the additional land will be handed over after clearance of all dues after the documents are furnished alongwith the supplementary lease deed duly stamped from of the office of the Collector of stamps and possession of land under occupation of the allottee beyond entitled area is given/handed over after removal of encroachment/unauthorised construction.

Please note that if the copy of challan of the demanded amount and documents are not received within 45 days, offer of the allotment will stand withdrawn without any further reference to you.

Yours faithfully,

(JAGDISH CHANDER)
JT. DIRECTOR(CL.)

Copy to:- Accounts Officer(CL).

19A

417 (183)

25/A

3 specimen signature and 3 photo graphs duly attested by the Gazetted Officer .

v. An affidavit, declaring that no change in ownership taken place after alltment of shop, duly atested by Magistrate 1st class/Notary public, and he/she in physical possession of the shop.

6. You will abide by the terms and condition of allotment (specimen attached) and other terms of lease deed. The terms and conditions duly signed must also be submitted on non-judicial stamp paper worth Rs.2/- (duly typed and signed on each page and attested by the Notary public with the Notarial stamp of Rs.3/-).

7. The possession of the additional land will be handed over after clearance of all dues after the documents are furnishd along with the supplementary lease deed duly stamped from of the Office of the collector of stamps and possession of land under occupation of the allottee beyond entitled area is given/hand ed over after removal of encroachment/ unauthorised construction.

Please note that if the copy of challan of the demanded amount and documents are not received within 45 days, offer of the allotment will stand withdrawn without any further reference to you.

Sd/-

(JAGDISH CHANDER)
JT. DIRECTOR (CL)

Copy to: Accounts Officer (CL.)

12A

416

(84)

(89)

26

TERMS AND CONDITIONS OF ALLOTMENT OF PERPETUAL LEASE HOLD RIGHTS IN COMMERCIAL PLOT MEANT FOR UNDER THE DDA(DISPOSAL OF DEVELOPED NAZUL LAND) RULES, 1981.

EXECUTION OF LEASE DEED PAYMENT OF GROUND RENT & OTHER MAIN CONDITIONS OF LEASE:

1) In addition to the following terms and conditions of allotment the terms andcconditions which are those contained in the form of perpetual lease deed will be binding upon the allottee. The allottee shall be deemed to have agreed to all the terms and conditions contained therein. The allottee shall execute the lease deed in the said form when called upon to do so.

i) The allottee will surrender the original lease deed executed with E.D.O. and will have to execute the fresh lease deed as and when given by the LDA. This clause regarding surrender of original lease will be applicable to those shopkeepers/lessees who had been allotted land/ shops by L.& D.O./Ministry of Rehabilitation and fresh lease will be executed. In other cases supplementary lease deed will be executed.

ii) The plot shall be held by the allottee as the lessee of the President of India, also on the terms and conditions prescribed by the DLA (Disposal of Developed Nazul Land) Rules, 1981 as contained in the lease deed to be executed by the allottee.

iii) Every allottee shall be liable to pay, in addition to the premium payable, ground rent for holding Nazul land allotte to him under the said Rules at the said rate of rupee on per annum per plot for the first five years from the date of allotment i.e. the date of issue of the letter communicating the allotment and thereafter it shall be payable at the rate of two and half percent of the premium originally payable.

iv) The rate of ground rent shall be subject to enhancement after a period of thirty years from the date of allotment.

v) An interest of 10% per annum of such other rate, as the DDA may in its absolute discretion decide from time to time will be charged on all delayed payments in respect of ground rent. Such interest will be calculated for full fortnight or month as the case may be and not for fraction thereof. The additional land will be allotted @Rs.514/- per sq.yds. (Rs.Five hundred fourteen only per sq.yds.) ~~with interest @ 10% w.e.f. 1.10.87 on the cost of the land/additional land.~~

vi) The lessee shall have to erect and complete the building within two years from the date of the possession of the plot in accordance with type, design and other architectural features prescribed by the Delhi Development Authority after obtaining and in accordance with sanction to the building plan with necessary design plans and specifications from the proper Municipal or the

...2/-

other authorities concerned in accordance with their respective rules, by-laws etc., as the case may be. The lessee shall also submit a project report within one month from the date of possession. The project report shall indicate the schedule of completion of various stages of construction. Lessee shall not start any construction activity before the execution of lease deed.

vii) The plot or building thereon shall not be used for a purpose other than that specified in the architectural controls prescribed by the DDA. The architectural controls drawings will be supplied by the DDA on payment to the allottee who shall carry out the construction at the plot in accordance with the same.

viii. The allottee shall not be entitled to sub-divide the plot or to amalgamate it with any other plot.

ix) The allottee shall not be entitled to sell, transfer, assign or otherwise part with of the whole of the part of the plot, before or after the creation of the building without the previous consent in writing of the Lessor.

In the event of the consent being given, the Lessor may impose such terms and conditions as he thinks fit and shall also be entitled to claim and recover a portion being 50% of the unearned increase in the value of the land (i.e. difference between the premium paid and the market value of the plot at the time of sale transfer, assignment of parting with the possession provided that the Lessor shall have pre-emptive right to purchase the property after deduction 50% of the unearned increase as aforesaid.

x) The allottee shall be required to return the lease deed duly stamped from the Collector of Stamps, within a period of 30 days from the date of its delivery of papers to him.

xi) The allottee can with the prior consent in writing of the Lessor, mortgage or charge the plot to such person as may be approved by the Lessor in his absolute discretion.

xii) The allottee shall not, however, sublet the whole or any part of the plot or the building that may be erected thereon for the purpose other than as specified in the architectural control referred to above.

xiii) The allottee shall be liable to pay rates, taxes, charges and assessments of every discription in respect of the plot on the building constructed or on the land lord or tenant in respect thereof.

a) The allottee/lessee will be liable to remove the encroachment unauthorised construction if any beyond the entitled area and possession of the land will be handed over only after removal of encroachment/ unauthorised construction beyond the entitled area.

...3/-

b) In addition to the other charges the allottee/lessee will also be liable to pay the damage charges of the rates as decided by the Authority for thearea which remained under his unauthorised occupation in excess of the total area of the land to which the allottee is enticled. The demand on this account shall be calculated and will be intimated to the allottee/ lessee separately in due course of time.

xiv) Any money to the LDA or the lessor in respect of the plot shall be recoverable as arrears of land revenue.

xv) If it is discovered that the lease of the plot has been obtained by suppressing of any fact or mis-statement or mis-representation or fraud or if there is any breach of the conditions of the lease, the lease will be determined and the possession of the plot and the building thereon taken over by the lessor and the allottee will not be entitled to any compensation what-so-ever not to return of any premium paid by him.

i) The allotment shall also observe the general conditions on lease entered into between the lessor and the leasee. The floor area shall also not be used or cause to be used for any purpose whatsoever other than specified in the control drawings nor shall be used or cause to be used for such manner which may or likely to cause nuisance or annoyance to the occupiers of any other adjoining and neighbouring properties. Nor shall be use the said unit for any illegal, immoral purposes.

xvii) Please note that no extension of time for the payment is allowed in any case and if the amount demanded is not paid within the specified period, the allotment will be cancelled without further reference.

APPROVAL OF DRAWINGS :

Architectual control drawings have been prepared separately for the plot. These would also be exhibited at the time of mutation. The allottee shall purchase the said control drawings from the DDA on payment. These drawings are sufficiently explanatory by way of text to formulate the proposals for submission to the DDA for approval in accordance with building bye-laws. The drawings for approval should be submitted through a qualified architect of repute. All the mandatory controls are to be observed by the plot owner and his architect. The owner has also to reserve a space for an electric transformer within the building in consultation with the Delhi Electric Supply Undertaking.

2) PLOT AND TRANSFER DUTIES :

The cost and expenses of preparation, stamping and registering the lease deed and its copies and all other incidential expenses shall be paid by the

...4/-

allottee. The allottee shall pay the duty on trans
or immovable property levied by any other authority.

3) DELIVERY OF POSSESSION OF PLOTS:

The possession of the plot will be handed over after
the possession of the old land under occupation of th
allottee is handed over by the allottee of their old
plot.

The allottee is also required to file an 'Undertaking
to the effect tha he will not claim any compensation
in respect of land/super structure under his occupatio
which will be demolished by him. The possession of th
plot will be handed over to the allottee after the
possession of the excess land beyond entitlement and
unauthorised construction/encroachment are removed by
the allottee/lessee. The person who will be given
alternate allotment will have to first vacate the la
under their possession and will hand over the physica
possession to DLA. He will also be required to execut
the lease/deed/supplementary lease deed as the case ma
be and have furnished all the required documents as pe
the terms and conditions of the allotment.

APPENDIX XI

[*Rule 40 (3)*]

LEASE DEED

(Applicable to Government owned Sites in the Delhi State revised terms)

THIS LEASE made this 14th day of January of the year One thousand nine hundred and fifty-six between the President of India (hereinafter called the Lessor which expression shall, unless the context requires another and different meaning, include his successors and assigns) of the one part and [illegible] of [illegible] (hereinafter called the Lessee" which expression shall, unless the context requires another different meaning, to mean and include the said [illegible] his heirs, executors administrators, representatives and permitted assigns) of the other part:

WHEREAS the Lessor has agreed to demise to the Lessee the land described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained;

NOW, this Indenture Witnesseth that in consideration of the premium of Rs. [illegible] Rupee paid before the execution of these presents the receipt whereof the Lessor hereby acknowledges and the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor doth demise unto the Lessee all that piece of land containing by admeasurement [illegible] or thereabouts situated in Plot No. [illegible] in [illegible], which said plot of land is more particularly described in the Schedule hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these presents and thereon coloured red, together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in/under or within the said land with liberty for the Lessor and his lessees, licencees, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land or any building standing thereon and that such compensation shall in case of dispute be determined by an officer appointed by the Lessor for this purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final.

TO HOLD THE said land unto the Lessee for the term of 99 (Ninety-nine) years commencing from [illegible] yielding and paying therefor the yearly ground rent of Rs. [illegible] at the rate of Re. 1 per annum per hundred square yards or fraction thereof at the Imperial Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time.

(*a*) Rent will not be subject to revision except as provided for in (d) hereof.

(*b*) The Lessee shall before any assignment or transfer of the said premises hereby demised or any part thereof obtain from the Lessor approval in writing of the said assignment or transfer and all such assignees and transferees and the heirs of the Lessee shall be bound by all the covenants and conditions herein contained and be answerable in all respects therefor.

(*c*) The Lessee can transfer the land after obtaining the permission of the Lessor aforesaid and the Lessor will not share any unearned increment in the value of the land (being the difference in the premium paid by him to the Lessor and the market value of the land then prevailing) for permitting such transfer. The Lessor will, however, be entitled to claim and recover the unearned increment in the value of the land in the event of any subsequent transfer of the land by a transferee the amount so to be recovered being 50% of the unearned increment in the value of the land.

In the case of any subsequent transfers the Lessor shall have the pre-empti
chase the premises as hereby demised and all the buildings and structures standing
deducting 50% of the unearned increment as aforesaid.

(d) The Lessor shall also have the right to revise the annual ground rent at the
assignment or transfer of the premises hereby demised subsequent to the first transfer
as aforesaid. The revised ground rent payable in such case shall be at the rate of 2½%
of the land at the time of such transfer :

Provided further that in the case of any transfer or assignment subsequent to the
or assignment the Lessor shall also have the right to revise the ground rent hereby reser
first day of January of the year following the year in which thirty years from the da
subsequent transfer or assignment shall be complete and thereafter at the end of each succes
of not less than thirty years; provided that the increase in the rent fixed at each enhancem
not at each such time exceed one half of the increase in the letting value of the site without
at the date on which the enhancement is made and such letting value shall be assessed by the
or Deputy Commissioner of Delhi : PROVIDED always that any such assessment of letting v
the purpose of this provision shall be subject to the same right on the part of the Lessee o
from the orders of the said Collector or Deputy Commissioner and within such time as if the sa
an assessment by a Revenue Officer within the meaning of section 50 of the Punjab Land R
Act, 1887 (Act XVII of 1887) and the proceedings for or in relation to any such appeal shall
all respect governed by the provisions of the said Act in the same manner as if the same ha
taken thereunder.

(e) The ground rent will be payable in advance in half yearly instalments on the 15th Ja
and 15th July each year. The ground rent shall be payable for the full half year for the period
the date of purchase of the grant of a lease of the site on the 15th January or 15th July next follo
as the case may be and shall be paid by the purchaser at once at the time of such purchase.

I. The Lessee doth to the intent that the burden of the covenants may run with the s
land and may bind any permitted assignee thereof hereby covenant with the Lessor as follows :—

(i) to pay the rent on the days and in the manner hereinbefore appointed for payme
thereof and also to pay all taxes, rates and assessments that now are or may hereafte
during the said term be imposed upon the said land or building erected thereon or upo
the Lessor or the Lessee, his permitted sub-lessee or assignee in respect thereof, unde
any enactment for the time being in force ;

(ii) within the period of 24 calendar months next after the date of these presents the.....
.....from the.....day of.....195.....Lessee
shall and will at his own expense erect and finish fit for habitation on the site hereby
demised one building *single storeyed containing one residential flat or *double storeyed
consisting of one or two residential flats in all with a barsati on top, as may be
approved by the Chief Commissioner, Delhi or such officer or body as the Lessor
or the Chief Commissioner, Delhi, may authorise in this behalf together with all necessary
outhouses, sewers, drains and other appurtenances in accordance with a plan or plans to
be approved of in writing by the Chief Commissioner, Delhi or such officer or body as
the Lessor or the chief Commissioner, Delhi may authorise in this behalf. And all the
drains and sewers for the said premises shall be constructed, laid and connected to the
satisfaction of the Chief Commissioner and the appropriate Municipal authority and in such
position as shall be directed by the said Chief Commissioner or as may be required by the
said Municipal authority.

(iii) before the buildings on the said site are occupied connect the same with the gravitating
sewers and to lay on water to the said buildings in the manner directed by an officer
appointed, by the Lessor in this behalf and to employ a plumber duly approved by
the said officer to make and do all such connections and works; provided that when
the sewage or water systems are not extended to the said house/quarter at the time
the said buildings are occupied, the Lessee shall, within 30 days from the extension
of the sewage and water systems to the said house/quarter, connect gravitating sewers
and lay on water in the manner and according to the instructions and through the
agency above mentioned;

*Score out which is not applicable.

(iv) to maintain the premises and all buildings thereon in sanitary condition according to the directions of the officer appointed by the Lessor;

(v) not to erect more than one building *single storeyed containing one residential flat or *double storeyed consisting of one or two residential flats in all, with a barsati on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi may authorise in this behalf, except such outhouses and servant quarters as may be approved by the Lessor. Any servants quarters constructed by the Lessee shall not without any written permission of the Chief Commissioner, Delhi, be occupied or permitted to be occupied otherwise then by the bona-fide servants of the persons occupying the main building.

(vi) not without the written consent of the Chief Commissioner, Delhi, to carry on or permit to be carried on, on the said land and buildings erected thereon during the said lease any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of a *single storeyed building consisting of one residential flat or a *double storeyed building consisting of one or two residential flats in all, with a barsati on a top, as may be approved for the locality or as provided in the building already erected on the said land;

(vii) not to sub-divide the said land or building erected thereon or an any part thereof without the prior permission of the Lessor in writing;

(viii) not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in the neighbourhood ;

(ix) to register all changes in the possession of the whole of the said land or of the building, thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) for this purpose within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908, within one calendar month from the date of registration in such-sub-registry) and if the Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid with the Lands Officer appointed by the local authority for this purpose, the Lessor may impose on him for each such case of neglect a penalty not exceeding Rs. 100 and the Lessor may in addition to the other remedies available to him under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue;

(x) That all persons acting under the orders of Lessor shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease;

(xi) The lessee and his successors and assignees shall on the determination of the lease on the expiry of the period of 99 years yield up the demised premises with all buildings erected thereon and landlords fixtures thereto, provided that the Lessor shall pay to the Lessee the value of the said buildings, and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole Arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940, and any statutory modification there of shall apply to any such arbitration. The Lessor may however renew the lease of the land after the expiry of 99 years on such terms and conditions as considered necessary by the Lessor;

(xii) If during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Lessor the Lessor shall at the expiry of a notice of fifteen days to the effect that the said premises are required for such purpose to be served upon the Lessee by an officer appointed by the Lessor in this behalf, be at liberty to take possession of the land together with all buildings, structures and appurtenances. The Lessee shall be

*Score out which is not applicable.

entitled to compensation in respect of the land, buildings and structures. The am payable under this clause shall, in case of dispute, be determined by the Lessor officer as he may appoint for the purpose, as nearly as may be, in accordan provisions of the Land Acquisition Act or regulations for the time being in for the same and the decision of the Lessor or such officer shall be final and conclusi

(xiii) Any sum of money due to or claimable by the Lessor in respect of the land demised shall be recoverable by the Lessor as an arrear of land revenue under the pro of the Punjab Land Revenue Act, 1887 (XVII of 1887), and any amending Act time being in force.

II. If the yearly rent hereby reserved or any part thereof shall at any time be in arrea unpaid for one calendar month next after any of the said days whereon the same shall have become whether the same shall have been demanded or not, or if there shall have been in the opinion of the L or the Chief Commissioner of Delhi whose decision shall be final, any breach by the Lessee or by any p claiming through or under him of any of the covenants or conditions hereinbefore contained and on his to be observed or performed then and in any such case it shall be lawful for the Lessor or any perso persons duly authorised by him notwithstanding the waiver of any previous cause or right of re-entry any part of the premises hereby demised or of the building thereon in the name of the whol re-enter and thereupon this demise and everything here in contained shall cease and determine the Lessee shall not be entitled to any compensation whatsoever, nor to the return of any pren paid by him.

III. No forfeiture or re-entry shall be effected except as herein provided, without the permis of the Chief Commissioner of Delhi and Chief Commissioner shall not permit such forfeiture or re-e until the Lessor has served on the Lessee a notice in writing–

(a) Specifying the particular breach complained of ;

(b) If the breach is capable of remedy, requiring the Lessee to remedy the breach,

and the Lessee fails within a reasonable time from the date of service of the notice to remedy the brea if it is capable of remedy; and in the event of forfeiture or re-entry the Chief Commissioner may in discretion relieve against forfeiture on such terms and conditions as he thinks proper.

Nothing in this clause shall apply to entry for breach of covenant against unauthorised sub-divisio

In WITNESS WHEREOF the President of India has caused ..... on b behalf to set his hand hereunto and the Lessee has hereunto set his hand the day and the year fir above written.

The schedule above referred to.

Signed by .....

for and on behalf of President of India in

the presence of 1. ..... 2. .....

Signed by .....

the Lessee in the presence of

1. .....

2. .....

Madan Lal
Tanija.

Indian Press, Delhi—1955—20,000 F.

दिल्ली शासन

सत्यमेव जयते

दिल्ली

Presented for registration at the office of the Sub-Registrar of Delhi on this 24th day of March 19 between the hours of 2 & 3 PM

Sub-Registrar, Delhi 4.3.5

Execution admitted by the said shri who is identified by

witness No. in my presence.

Documents executed by the executants who understands and admit them as correct.

Having satisfied my self that this was duly executed by in his official capacity, his signature and of Document No.

Sub-Registrar, Delhi

Madan Ved Rattan
B.A.

KINGSWAY CAMP SHOP KEEPERS WELFARE ASSOCIATION (REGD.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110 009
TELE-FAX : 7217051

Ref. No. 145

Date 16/8/96

The Vice Chairman
Delhi Development Authority
Vikas Sadan, New Delhi-23.

Sub. : Status in relation to Re-development/demarcation/possession etc. for the 233 shops at Kingsway Camp, Delhi-110009

Sir,

We, the shopkeepers of Outram Line Main Bazar, Hudson Line Main Bazar, Mall Road-Hudson Line, Mall Road-Outram Line, Coronation/Mall Road of Kingsway Camp who have formed a registered body under the name and style "Kingsway Camp Shopkeepers Welfare Association" approach your goodself to seek your kind indulgence for long awaited appropriate action since various levels of Authority have miserably failed in performing their function for Kingsway Camp Re-development Scheme of 1971. Brief facts which deserve your kind attention in relation to redevelopment scheme are more or less is being kept in abeyance so far as the shops are concerned even after the shopkeepers have been charged for the premium towards additional land to be given are as under:

I Around 1950 the Ministry of Supply & Rehabilitation under a scheme so as to settle the displaced persons from West Pakistan (Refugees) had allotted tenements, barracks and shops in the areas as mentioned. The areas of shop plots which were given to the displaced persons and proper documents in relation to the same were also executed were approximately 62 sq. yds. and 28 sq. yds. respectively. The control in relation to the land as regards record of possession and development at that time was with Land & Development office. Though the record as regards possession of the land remained with Land & Development Office but at some stage for day-to-day maintenance and development the area of Kingsway Camp was passed on to M.C.D. Around 1971 so as to give a proper shape to the area of Kingsway (residential as well as shops), a revised lay out plan of Kingsway Re-development Scheme was passed by Muncipal Corporation of Delhi Vide Resolution No.243 dated 7/5/1971 of the Standing Committee. Under the said scheme 2693 Nos. of residential plots i.e. (24 ft X 60 ft) alongwith 169 shops-cum-residential plots of size 15 ft X 60 ft and 64 shops of plots of size 10ft X 60 Ft were proposed.

II Thereafter the scheme of re-development of the area as mentioned was passed from M.C.D. to DDA vide letter No, 56(20)/75-IMP dated 26/5/76 issued by Ministry of Supply and Rehabilitation. Before any action regarding development under the re-development scheme could be taken the work relating to re-development of Kingsway camp was transferred back to M.C.D. from DDA vide letter No. 56(20)/75-IMP/SS II dated 17/4/78 addressed to the Commissioner, M.C.D. Though the action in relation to re-development of the scheme remained in abeyance for quite sometime but ultimately the re-development scheme was transferred back to DDA on 20/7/1982.

4/06

KINGSWAY CAMP SHOP KEEPERS WELFARE ASSOCIATION (REGD.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110 009
TELE-FAX : 7217051

Ref No. .....

Date .....

III As a matter of fact is was only around 1983 demolition of residential tenements, barracks in the area was started and completed as well. Thereafter demarcation of the residential plots as decided under the re-development Scheme of 1971 was duly carried out and development works were also taken in hand in residential area. As the position stands on date the development works in the residential area have been completed in all respects and almost all the houses have been constructed and completed since 1990.

IV On the other hand as regards the area under 233 No. of shops no development work whatsoever till this day has been carried out thus discriminating us from the owners of residential plots in the same area though falling under the re-development Scheme of 1971. In this regard there has been quite many representations by different groups of shop owners to your goodself and the concerned Minister followed by even personal meeting by the office bearers of the Association. Ultimately a decision was taken around 19/7/94 by DDA to allot additional land to the owners on the rear side of the existing shops Rs. 514/- per sq. yard (premium) together with interest 18% per annum form 1/10/1987. The said demand of premium Rs. 514/- per sq. yard was accepted by the shopkeepers but, however, we have been protesting all through in relation to the Interest should to be charged @ 18% per annum from 1/10/1987. It was for the reason that never earlier to 19/7/96 any demand was ever made by DDA for the additional land. Besides this the rate of interest sought to be charged is quite excessive.

However, it shall not be out of place to state that inspite of protests in relation to charging of Interest quite many shop owners have deposited the premium chargeable for the additional land alongwith interest as well naturally UNDER PROTEST.

V Inspite of the fact that the re-development scheme for Kingsway Camp is of the year 1971 and required action for the complete residential area has already been taken, still till this day inspite of numerous representations and personal meetings not time bound programme for re-development of area in relation to shops has been available/ensured. Besides this no demarcation of additional land with respect to the shops has been carried out and in the process actual /legal physical possession of the same has also not been handed over to the shop owners inspite of the fact that they have paid for it when DDA raised the demand.

VI As the position is in the absence of actual demarcation of additional land, actual handing over of the possession of additional land, actual execution of lease deed in relation to the said additional land, actual execution of lease deed in relation to the said additional land sanction of plan for proper construction and development of existing shops is not being allowed by DDA. This ultimately is leading to a situation that though we have been charged the premium for the additional land but DDA is consistently failing in performing its function of re-development of the area, handing over the actual/ legal possession of additional land and sanctioning the plans for further construction. You would kindly visualize that the cost of construction is increasing day by day and in the manner DDA is acting, all

105

KINGSWAY CAMP SHOP KEEPERS WELFARE ASSOCIATION (REGD.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110 009
TELE-FAX : 7217051

Ref No .....

Date 16/8/96

the shopkeeps would be unnecessarily subjected to additional expense towards construction to be carried out whenever it is made feasible.

VII The occasion for making this representation has arisen on account of the fact that the owners of the shop plot have developed a feeling as if they are being taken for a ride on account of whimsical functioning of DDA taking the things in a very casual manner and subjecting us to unnecessary harassment, inconvenience and further likely losses towards increase in price of construction etc. etc. Accordingly through this representation of ours, we take liberty to make a final request that immediate action be taken by DDA in relation to matters mentioned below without any further delay.

(i) Waiving the Interest sought to be charged @ 18% p.a. from 1987 onwards though the demand for the premium in relation to additional land was made by DDA only in 1994.

(ii) Demarcation of additional land which is to be made available to the owners of the shop plots.

(iii) Actual handing over of the possession of the additional land to owners of the shop plots alongwith execution of proper documents in relation thereto.

(iv) Issue direction for carrying out the sanction of plans according to bye laws for the complete area of shops plots including the existing area as well as additional land and thereafter allow further construction without demolishing the existing structure.

It is believed considering the complete facts and circumstances in its true perspective and looking to our sufferings for no fault of ours, an immediate action shall be taken within a reasonable period of 4 weeks.

This is however without prejudice to any other right or remedy available

Yours faithfully,

Signature

(NAME) Kuldip Singh

(DESIGNATION) President

Signature

(NAME) R.R. SAPRA

(DESIGNATION) Secretary

Signature

RAJEEV CHHABRA

(NAME)

G. Secretary

(DESIGNATION)

C.C : Lt. Governor of Delhi.

IN THE HIGH COURT OF DELHI AT NEW DELHI.

In re: Civil Writ 4365 /1996

Camp
Kingsway Shop Keepers Welfare
Association(Regd) .. Petitioners

Vs

Delhi Development Authority Respondents

MEMO OF PARTIES

Camp
Kingsway Shop Keepers Welfare
Association(Regd)
93-95 Mall Road, Kingsway Camp,
Delhi-110009. .. Petitioners

Vs

Delhi Development Authority
thr' its Vice Chairman,
DDA Vikas Sadan behind INA market,
New Delhi. Respondents

Dated: 7 /11/1996

(Rajesh Lakhanpal)
Counsel for the Petitioners

Private Secy.
Examiner Judicial Department
High Court of Delhi

Certified to be True Copy
Examiner Judicial Department
High Court of Delhi
Authorised Under Section 76
Indian Evidence Act

Per Private use.
Examiner Judicial Department
High Court of Delhi.

09.04.2001~

Present: Mr.K.P.Kapoor for the petitioner.~
Ms.Anusuya Salwan for the respondent.~

CW.No. 4365 & CM.7559/96~

Petitioner has filed this writ petition seeking a writ of mandamus, order and direction for demarcation of additional land that could be made available to the owners of the shops and for direction to hand over possession of the additional land along with execution of proper documents in relation thereto. The respondents have in the counter affidavit stated that vide Resolution No.21/94 dated 24.3.1994 it had been decided to allot additional land to all 233 shopkeepers having size of 100 sq.yds. Said resolution was passed in view of the representation of the Kingsway Camp Shop-keepers Welfare Association. Under the said resolution the additional lands were allotted to the shopkeepers @ Rs.514/- together with interest @ 18% p.a. from the date when this rate was fixed upto the date of payment.~

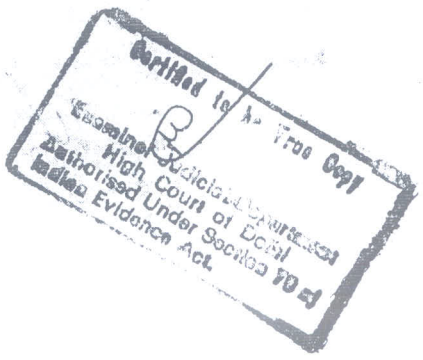
It is further averred in the counter affidavit that those allottees, who have deposited the price for the additional land along with 18% interest and furnished an undertaking of removal of unauthorised encroachment

beyond the area of their respective entitlement, had already been handed over additional lands and sub-lease had also been executed. Respondents have also filed an additional affidavit wherein the status report regarding the possession of additional land and amounts received has also been given. Nothing further thus survives in this writ petition, it would be open to the petitioner to approach the respondent/DDA for relief, subject to their complying with the payments for additional admissible land at the rate given together with interest @ 18% p.a.~

Writ petition stands disposed of.~

Sd/-
MANMOHAN SARIN, J.~

April 09, 2001
n.~



D.O.No:100(5)98-RN/3106/12454

ANNEXURE P-3

43

उपराज्यपाल
दिल्ली
LIEUTENANT GOVERNOR
DELHI

सत्यमेव जयते

राज निवास
दिल्ली-११००५४
RAJ NIWAS
DELHI-110054

15 Oct., 1998

Dear Shri Khurana,

I am happy to inform you that the long standing issue raised by the Kingsway Camp Shopkeepers' Association has been resolved. DDA has agreed to charge Rs.514/- per sq. yard instead of Rs.12,781/- for the additional land and also to amend the architectural control for the buildings falling in this redevelopment scheme.

With kind regards,

Yours sincerely,

Vijaj Kapoor

Sh. Madan Lal Khurana
Minister for Parliamentary Affairs
and Tourism
Govt. of India,
New Delhi.

Tel 9811147799

ण संख्या : S - 29332 दिनांक 2 - 4 - 96

किंग्ज़वे कैम्प शॉप कीपर्स वैलफैयर एसोसिएशन (रजि.)

KINGSWAY CAMP SHOP-KEEPERS' WELFARE ASSOCIATION (REGD.)

(RE-DEVELOPMENT SCHEME OF D.D.A.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110009
E-mail : kingswayassociation@hotmail.com

Dt.: 4th August, 2012

To,

The Director (Plg.) MPR & TC
DELHI DEVELOPMENT AUTHORITY
(Master Plan Review Section)
6th Floor, Vikas Minar, New Delhi-110002

OFFICE OF THE DIR (Plg.)
MPR/TC, D.D.A. N. DELHI-2
Dy.No. 1-55
Dated 7/8/12

Sub.: Req. Submission of further documents for suggestions in Review of Master Plan for Delhi-2021 for the Development Controls Norms for the Implementation of the Kingsway Camp Revelopment Scheme

File No. 1(10)2011/Dir (Ptg.) MPR & TC

Dear Sir,

We are thankful for inviting in the 5th Meeting of Management Action Group (MAG) for Review of MPD-2021 on "Common Platform for Building Approvals" today on 27th July, 2012 under the Chairmanship of Engineer Member, DDA at Vikas Sadan.

We are pleased to submit further documents in respect to our Development Scheme for your kind consideration in the finalization of the MPD-2021. The item was included with number - xi) as part of Agenda - "Suggestion by Kingsway Camp Shop Keepers' Welfare regarding development controls".

All the documents relating to our Redevelopment Scheme of Kingsway Camp are attached herewith for your kind consideration of "Residential Control Norms" for the implementation of this scheme or with enchanced FAR so as to amend the Standard Control Drawings as per provision laid down of extra FAR in the MPD-2021.

Thanking you

Yours faithfully

For **Kingsway Camp Shop Keepers' Welfare Association (Regd.)**

Rajeev Chhabra
General Secretary

Copy to : Addl. Commissioner (Area Plg.)-I, Vikas Minar, ITO, New Delhi-110002

8/8 ADPG III

Read Cetral Dy. No 2
Dated 7/8/12
R&D Section, Vikas Minar
Delhi Development Author
Dealing Asstt.

रजि० संख्या : S-29332 दिनांक 2-4-96

Tel 9811147799

किंग्ज़वे कैम्प शॉप कीपर्स वैलफेयर एसोसिएशन (रजि.)

KINGSWAY CAMP SHOP-KEEPERS' WELFARE ASSOCIATION (REGD.)

(RE-DEVELOPMENT SCHEME OF D.D.A.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110009
E-mail : kingswayassociation@hotmail.com

To,

Dt.: 4th August, 2012

The Director (Plg.) MPR & TC
DELHI DEVELOPMENT AUTHORITY
(Master Plan Review Section)
6th Floor, Vikas Minar, New Delhi-110002

Sub.: Req. Submission of further documents for suggestions in Review of Master Plan for Delhi-2021 for the Development Controls Norms for the implementation of the Kingsway Camp Revelopment Scheme
File No. 1(10)2011/Dir (Ptg.) MPR & TC

Dear Sir,

We are thankful for inviting in the 5th Meeting of Management Action Group (MAG) for Review of MPD-2021 on "Common Platform for Building Approvals" today on 27th July, 2012 under the Chairmanship of Engineer Member, DDA at Vikas Sadan.

We are pleased to submit further documents in respect to our Development Scheme for your kind consideration in the finalization of the MPD-2021. The item was included with number - xi) as part of Agenda - "Suggestion by Kingsway Camp Shop Keepers' Welfare regarding development controls".

All the documents relating to our Redevelopment Scheme of Kingsway Camp are attached herewith for your kind consideration of "Residential Control Norms" for the implementation of this scheme or with enchanced FAR so as to amend the Standard Control Drawings as per provision laid down of extra FAR in the MPD-2021.

Thanking you

Yours faithfully

For Kingsway Camp Shop Keepers' Welfare Association (Regd.)

Rajeev Chhabra
General Secretary

Copy to : Addl. Commissioner (Area Plg.)-I, Vikas Minar, ITO, New Delhi-110002

रजि० संख्या : S - 29332 दिनांक 2 - 4 - 96

Tel 9811147799

किंग्ज़वै कैम्प शॉप कीपर्स वैलफैयर एसोसिएशन (रजि.)

KINGSWAY CAMP SHOP-KEEPERS' WELFARE ASSOCIATION (REGD.)

(RE-DEVELOPMENT SCHEME OF D.D.A.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110009

E-mail : kingswayassociation@hotmail.com

ANNEXURE

1)	Copy of Lease Deed and Conveyance Deed Land Cost paid of 62 sq. yards	- dated 01-08-1955
2)	Copy of Resolution No. 243 dated 07-05-1971 Item No. 20 Revised Layout Plan of Kingsway Camp Redevelopment Scheme	- dated 07-05-1971
3)	Letter from Ministry of Work and Housing L & D O, Govt. of India for Handing over the scheme of Redevelopment of Kingsway Camp Colony, Delhi	- dated 04-09-1982
4)	Copy of Publication of the Department for the Redevelopment of Kingsway Camp, Delhi	- dated 04-09-1982
5)	Draft Agenda for Screening Committee Modification of Layout Plan (File No. PA/Dir.(AP)-I/95/D-816 + F-15(10)88/CL	- dated 30-08-1985
6)	Issuance of Demand Letter for Addition Land 38 sq. yards, Execution of Supplementary Lease Deed, Sanctioning of Building Plans, Possession Letter, etc.	- dated 17-11-1994
7)	Representation Letter to the Vice Chairman DDA	- dated 16-08-1996
8)	Fixation of rate with interest as per demand of the DDA	- dated 07-11-1996
9)	Change of Architecture Control for the Buildings as per Order of Hon`ble L.G. of Delhi	- dated 16-10-1998
10)	Architectural Control/standards drawings change as per Order by the Sr. Architect, Housing & Urban Projects Wing, DDA, Vikas Minar to the Addl. Commissioner (Area Plg.)-I	- dated 10-09-1998
11)	Letter No. F-7(39)99/Bldg. dated 23-3-2000 by the Dy. Director (B) C & I to the Sr. Architect Architect Department, MCD, Nigam Bhawan, Kashmere Gate, Delhi-110006 for the issuance of Standard Control Drawings	- dated 23-03-2000

रजि० संख्या : S - 29332 दिनांक 2 - 4 - 96

Tel 9811147799

किंग्ज़वे कैम्प शॉप कीपर्स वैलफैयर एसोसिएशन (रजि.)

KINGSWAY CAMP SHOP-KEEPERS' WELFARE ASSOCIATION (REGD.)

(RE-DEVELOPMENT SCHEME OF D.D.A.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110009

E-mail : kingswayassociation@hotmail.com

12) Letter No. 100(109)/2K/CL/2301 dated 20-06-2000 - dated 20-06-2000
by the Dy. Director (C. L.) to the Sr. Architect (N.Z.)
Housing & Urban Wing, Vikas Minar, New Delhi
for Incorporating Latest Building Norms in the
Standard Control Drawings of Shop-Cum-Residential
Plots 15' x 60' for the Redevelopment Scheme
of Kingsway Camp

13) Letter No. ARCH/STD/526-528 dated 10-05-2001 - dated 10-05-2001
by the Sr. Architect, MCD to the Dy. Director (B) C & I
DDA, C-Block, Vikas Sadan, New Delhi for the Revision
of Standard Control Drawings with 225 FAR

14) Letter No. PA/JD(Bldg.)2002/5064 dated 18-12-2002 - dated 18-12-2002
from the Jt. Director (Bldg.) C & I. DDA
to the Chief Architect, MCD

15) Letter No. D/ARCH/STD/333 dated 03-04-2003 - dated 03-04-2003
by the Sr. Architect, MCD to the Dy. Director (B) C & I
DDA, C-Block, Vikas Sadan, New Delhi for the Revision
of Standard Control Drawings with 225 FAR

16) Sanctioning of one shop-cum-residential plot No. 6, -dated 06-04-2004
Outram Line, Kingsway Camp with 225 FAR
by the Building Section DDA (Sanction Number 018212 dt. 06-04-2004)

17) Letter No. F-19(29)2000/MP/Pt./D-366 dt. 24-10-2007 - dated 24-10-2007
by the Dy. Director (AP) II for Regularization of Extra Coverage

18) Letter by our Ass. to the Director (MPPR)DDA - dated 12-02-2010
for the Development Control Norms

19) Demand Letter No. F15(154)91/CL by the Assistant Director (CL)
for the Premium of Extra FAR - 80 - dated 29-12-2005

20) Payment to the MCD for Parking Charges, FAR Charges, and - dated 10-12-2009
for Conversion Charges of the" Residential Component"
of the Building

21) Page No. 25, 26, 27, 120 of the MPD-2021 DDA

DELHI DEVELOPMENT AUTHORITY
(Master Plan Review Section)
6th Floor: Vikas Minar
New Delhi: 110002; Ph. No.-23379731

F-1(10)2011/Dir (Plg.)MPR & TC/ Date: 25.07 .2012

MEETING NOTICE

The 5th meeting of the Management Action Group (MAG) for Review of MPD-2021 on **"Common Platform for Building Approvals"** is scheduled to be held on 27/07/2012 at under the Chairmanship of Engineer Member, DDA at Vikas Sadan, at 3:00 P.M., Conference Hall, Ground Floor 'B' Block, New Delhi. You are requested to please make it convenient to attend the same. The following issues are proposed to be discussed during the meeting. The detail write up shall be laid on the table.

i) Confirmation of the minutes of the fourth meeting of MAG on **"Common Platform for Building Approvals" held on 05.07.2012.**
ii) Review of Actions of fourth meeting of MAG held on 05.07.2012.
iii) MLU Policy- Shops in DDA Flats and Commercial street areas.
iv) Suggestion related to basement, stilt floor height, atriums, balconies etc.
v) Suggestions received from Federation of Hotel & Restaurant Association of India.
vi) Suggestion related to development control norms in unauthorized areas.
vii) Review of development controls for double storey DDA flats.
viii) Suggestion regarding additional FAR for Institutional area.
ix) Suggestion regarding flexibility in development control norms in influence zone, Group Housing and plotted housing.
x) Suggestion regarding higher FAR & coverage for clubs.
xi) Suggestions by Kingsway camp shopkeepers association regarding development controls.
xii) Suggestion related to Increase in FAR of large residential plots.
xiii) Suggestion related to Pre-primary schools.
xiv) Suggestion related to coal and firewood retail outlets in mixed land use streets.
xv) Any other item with the approval of Chairman.

(I.P. Parate)
Director (Plg) MPR & TC.

Copy to:

1. Engineer Member, DDA	Chairman
2. Chief Planner, TCPO, Govt. of India	Member
3. Commissioner (Plg) I, DDA	Member
4. Commissioner (Plg) II, DDA	Member
5. Chief Town Planner, SDMC	Member
6. Chief Architect, DDA	Member
7. Secretary, DUAC	Member
8. Chief Architect, NDMC	Member
9. Addl. Commissioner (Plg) MPPR, DDA	Member
10. Suptdg. Engineer (Bldg.), MCD	Member
11. Director (Bldg.), DDA	Member

CO-OPTED EXPERT MEMBERS

1. President, Council of Architecture, India
2. Sh. Ujan Ghosh, President, Institute of Urban Designers, India

3. President, Indian Institute of Architect
4. Sh. Sudhir Vohra, Architect

SPECIAL INVITEES

1. Addl. Commr. (Plg.) Area Planning, DDA
2. Addl: Comm. (Plg.) UTTIPEC & Bldg., DDA
3. Director (MP), DDA

APPENDIX XI

[*Rule 40 (3)*]

LEASE DEED

(Applicable to Government-owned Sites in the Delhi State revised terms)

THIS LEASE made this 16th day of Oct One thousand nine hundred and sixty (64) between the President of India, (hereinafter called the Lessor which expression shall, unless the context requires another and different meaning include his successors and assigns) of the one part and Sh. Tek Chand (Hosiery + WS, s/o Sh. Ishwar Chand of Shop No 126, Mall Rd (Hudson Line) Delhi (hereinafter called the Lessee" which expression shall, unless the context requires another different meaning to mean and include the said Sh. Tek Chand his heirs, executors, administrators, representatives and permitted assigns) of the other part.

WHEREAS the Lessor has agreed to demise to the Lessee the land described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained;

NOW, this Indenture Witnesseth that in consideration of the premium of Rs. 1339.20 (Rs one Thousand Three hundred thirty nine & P. 20 only) paid before the execution of these presents the receipt whereof the Lessor hereby acknowledges and the rent hereinafter reserved and of the covenants by the Lessor hereinafter contained the Lessor doth demise unto the Lessee all that piece of land containing by admeasurement 62 sq yds. or thereabouts situated in Plot No. — in Mall Rd. (Hudson Line), Delhi, which said plot of land ~~is more particularly described in the Schedule hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these~~ presents and thereon coloured ~~red~~, together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in/under or within the said land with liberty for the Lessor and his lessees, licensees, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land or any building standing thereon and that such compensation shall in case of dispute be determined by an officer appointed by the Lessor for this purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final.

TO HOLD THE said land unto to the Lessee for the term of 99 (Ninety-nine) years commencing from 1.x.55 yielding and paying therefor the yearly ground rent of Rs. 1/- at the rate of Re. 1 per annum per hundred square yards or fraction thereof at the State Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time.

(*a*) Rent will not be subject to revision except as provided for in (*d*) hereof.

(*b*) The Lessee shall before any assignment or transfer of the said premises hereby demised or any part thereof obtain from the Lessor approval in writing of the said assignment or transfer and all such assignees and transferees and the heirs of the Lessee shall be bound by all the covenants and conditions herein contained and be answerable in all respects therefor.

(*c*) The Lessee can transfer the land after obtaining the permission of the Lessor aforesaid and the Lessor will not share any unearned increment in the value of the land (being the difference in the premium paid by him to the Lessor and the market value of the land then prevailing) for permitting such transfer. The Lessor will, however, be entitled to claim and recover the unearned increment in the value of land in the event of any subsequent transfer of the land by a transferee the amount so to be recovered being 50% of the unearned increment in the value of the land.

In the case of any subsequent transfer the Lessor shall have the pre-emptive right to purchase the premises as hereby demised and all the buildings and structures standing thereon after deducting 50% of the unearned increment as aforesaid.

A. Mehboob

(Attorney)

(d) The Lessor shall also have the right to revise the annual ground rent at the time of any assignment or transfer of the premises hereby demised subsequent to the first transfer of assignment as aforesaid. The revised ground rent payable in such case shall be at the rate of 2½ per cent of the value of the land at the time of such transfer:

Provided further that in the case of any transfer or assignment subsequent to the first transfer or assignment the Lessor shall also have the right to revise the ground rent hereby reserved on the first day of January of the year following the year in which thirty years from the date of such subsequent transfer or assignment shall be complete and thereafter at the end of each successive period of not less than 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 made and such letting value shall be assessed by the Collector or Deputy Commissioner of Delhi: 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 Deputy Commissioner and within such time as if the same were an assessment by a Revenue Officer within the meaning of section 50 of the Punjab Land Revenue Act, 1887 (Act XVII of 1887) and the proceedings for or in relation to any such appeal shall be in all respect governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

(e) The ground rent will be payable in advance in half yearly instalments on the 15th January and 15th July each year. The ground rent shall be payable for the full half year for the period from the date of purchase or the grant of a lease of the site on the 15th January or 15th July next following as the case may be and shall be paid by the purchaser at once at the time of such purchase.

3

I. The Lessee doth to the intent that the burden of the covenants may run with the said land and may bind any permitted assignee thereof hereby covenant with the Lessor as follows:—

(i) to pay the rent on the days and in the manner herein before appointed for payment thereof and also to pay all taxes, rates and assessments that now are or may hereafter during the said terms be imposed upon the said land or buildings erected thereon or upon the Lessor or Lessee, his permitted sub-lessee or assignee in respect thereof, under any enactment for the time being in force;

(ii) within the period of 24 calendar months next after the date of these presents the ——————————from the——————————day of——————————196 ——————————Lessee shall and will at his own expense erect and finish fit for habitation on the site hereby demised one building *single storeyed containing one residential flat or *double storeyed consisting of one or two residential flats in all with a barsati on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi, may authorise in this behalf together with all necessary outhouses, sewers, drains and other appurtenances in accordance with a plan or plans to be approved of in writing by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi may authorise in this behalf. And all the drains and sewers for the said premises shall be constructed, laid and connected to the satisfaction of the Chief Commissioner and the appropriate Municipal authority and in such position as shall be directed by the said Chief Commissioner or as may be required by the said Municipal authority;

(iii) before the buildings on the said site are occupied connect the same with the gravitating sewers and to lay on water to the said buildings in the manner directed by an officer appointed, by the Lessor in this behalf and to employ a plumber duly approved by the said officer to make and do all such connections and works; provided that when the sewage or water systems are not extended to the said house/quarter at the time the said buildings are occupied, the Lessee shall, within 30 days from the extension of the sewage and water systems to the said house/quarter connect gravitating sewers and lay on water in the manner and according to the instructions and through the agency above mentioned.

*Score out which is not applicable.

947

*SCHEDULE II

.....

.....

.....

Signed by the .....
for and on behalf of the President of India.

In the presence of—

Signature .....

Occupation .....

Address .....

Signature .....

Occupation .....

Address .....

Signed by the said .....

at .....

In the presence of—

Signature .....

Occupation .....

Address .....

Signature .....

Occupation .....

Address .....

CHECKED AND FOUND CORRECT

(Sri ... er)
... Commissioner
Office of ...

*To be omitted if the purchaser is a non-displaced person.

MGIPCBE--5 RSC/ND/65—17-6-66—10,000.

Form No. V

APPENDIX XXV

DEED OF CONVEYANCE OF BUILDING CONSTRUCTED ON LEASE HOLD SITES SOLD OTHERWISE THAN PUBLICATION

[*Rule* 91 (8)]

(Government built and evacuee properties in the Delhi State built on leasehold sites)

THIS INDENTURE made the ..... day of 196 between the President of India (hereinafter called "the Vendor") on the one part and ..... son of ..... of ..... (hereinafter called "the Purchaser") on the other part.

WHEREAS the site and the building hereinafter described is owned by the vendor in full proprietary right;

AND WHEREAS the purchaser has declared that he is a displaced person;*

AND WHEREAS the purchaser has taken lease on the said site by lease deed dated .....;

AND WHEREAS the vendor has agreed to sell and the purchaser has agreed to buy the building fully described in Schedule I hereunder written (hereinafter referred to as the said property) at or for the price of Rs. ..... ;

AND WHEREAS section 8 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (hereinafter referred to as the "Said Act") provides that a displaced person shall be paid out of the compensation pool the amount of net compensation determined under sub-section (3) of section 7 of the said Act as being payable to him and subject to the rules that may be made under the said Act, the Settlement Commissioner or any other officer or outhority authorised by the Chief Settlement Commissioner in this behalf may make such payment in any one of the forms mentioned therein or partly in one and partly in any other of such forms;

AND WHEREAS the purchaser has paid ..... the sum of Rs. ..... the purchase money/on or before the execution of these presents (the receipt whereof the vendor doth hereby admit and acknowledge and from the same doth hereby release the Purchaser)/*out of which the sum of Rs ..... has been paid in cash and the balance of Rs ..... by adjustment against the compensation payable under the said Act to the purchaser and his associates whose names are given in Schedule II hereunder written and which said associates have agreed to the said property being granted, released conveyed and assured unto the Purchaser*.

NOW this indenture witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the purchaser hereinafter contained and the payment by the purchaser of the said sum of Rs. ..... in the manner aforesaid the vendor doth hereby grant, convey, release and assure unto the purchaser the building described in Schedule I hereunder written.

TO HAVE AND TO HOLD THE same unto and to the use of the purchaser subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them that is to say:—

(1) The purchaser shall enjoy the right of possession and enjoyment so long has he confirms to the terms and conditions of the sale.

(2) The purchaser shall pay all general and local taxes, rates and cesses now imposed or assessed or which may at any time hereafter be imposed or assessed on the said property by the vendor or by any other competent authority.

(3) The purchaser shall not make any alterations and/or additions to the building either externally or internally without first obtaining the permission of the local authority in writing, and also if called upon by the said authority, the purchaser shall submit plans, sections, elevations and specifications for the additions and/or alterations to the buildings, in duplicate, and shall not start the work of constructions unless and until the approval of the said authority has been obtained in writing.

(4) The purchaser shall maintain the said property in sanitary conditions according to the directions of the local authority concerned.

---

*to *To be omitted if the purchaser is a non-displaced person.

*Appendix XI, XII or XIII as the case may be in the case of Government built properties. In the case of evacuee properties terms of the original lease will apply.

(5) The purchaser shall not use the said property for any purpose other than the purpose of..... residence without the previous consent in writing of the vendor or an officer appointed by him in this behalf.

(6) The vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in and upon any part of the said property for the purpose of ascertaining that the purchaser has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.

(7) The vendor shall have full right, power and authority at all times to do, through officers, or servants all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the purchaser as a first charge upon the said property the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

(8) In the event of the breach or non-observance by the purchaser of any of the covenants herein on his part to be observed then in any such case notwithstanding the waiver of any previous cause or right for re-entry, it shall be lawful for the vendor to enter into and upon the said property or any part thereof and to re-possess, retain and enjoy the same as of his former estate and the purchaser shall not be entitled to a refund of the purchase money or any part thereof or to any compensation whatsoever on account of such resumption.

(9) If and so long as the purchaser shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise the vendor will secure the purchaser full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

(10) It is hereby agreed and declared that this conveyance shall in all respects be subject to the terms and covenants contained in the lease* deed of the site hereinbefore referred to.

(11) In the event of any dispute of difference at any time arising between the vendor and the purchaser as to the true intent and meaning of these presents and of each and every provision thereof, the property and rights hereby reserved or any of them or in any manner incidental or relating thereto the said dispute or difference shall be referred to the Chief Commissioner, Delhi, or his nominees whose decision thereon shall be final and binding on the parties hereto.

If either party shall neglect or refuse for the space of thirty days after request in writing by the other party so to refer the matter, than the other party may himself refer the matter for the decision of Chief Commissioner Delhi, as aforesaid who may proceed as though the reference were by both parties and his decision thereon shall be final and binding on both parties.

And it is hereby agreed and declared that unless different meaning shall appear from the context—

(*a*) the expression "Vendor" used in these presents shall include the President of India, the Government of India, the Chief Commissioner, Delhi, and in relation to any matter or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Government of India in respect of such matter or thing;

(*b*) the expression "Purchaser" used in these presents shall include, in addition to the said S.A. Jalal Ahmad his lawful heirs, successors, representatives, assigns, transferees, lessees and any person or persons in occupation of the said property.

IN WITNESS WHEREOF the parties hereto have hereto set their hands the day and year first above written:—

SCHEDULE I ABOVE REFERRED TO

ALL THAT..... Single storeyed brick-built house or messuage consisting of..... One House and bearing No. 126 Kotla (Lane) with fixtures and fittings situate the site being held on lease by an indenture to lease dated.....and more particularly described in the Schedule thereunder written TOGETHER WITH all buildings, privileges, easements and appurtenances whatsoever to the said house or messuage belonging or usually held or enjoyed therewith OR HOWSOEVER OTHERWISE the said house or messuage is or heretofore was called or known or should be described or distinguished.

*To be omitted if the purchaser is a non-displaced person.

M.L. Chadha

(iv) to maintain the premises and all buildings thereon in sanitary condition according to the directions of the officer appointed by the Lessor.

(v) not to erect more than one building *single storeyed containing one ~~residential~~ flat or *double storeyed consisting of one or ~~two residential~~ flats in all, with a barsati on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi, may authorise in this behalf, except such outhouses and servant quarters as may be approved by the Lessor. Any servant quarter constructed by the Lessee shall not without any written permission of the Chief Commissioner, Delhi be occupied or permitted to be occupied otherwise than by the *bonafide* servants of the persons occupying the main building;

(vi) not without the written consent of the Chief Commissioner, Delhi, to carry on or permit to be carried on, on the said land and buildings erected thereon during the said lease any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of a *single storeyed building consisting of one residential flat or a *double storeyed building consisting of one or two residential flats in all, with a barsati on top, as may be approved for the locality or as provided in the building already erected on the said land;

(vii) not to sub-divide the said land or building erected thereon or any part thereof without the prior permission of the Lessor in writting ;

(viii) not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in the neighbourhood;

(ix) to register all changes in the possession of the whole of the said land or of the building erected thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) for this purpose within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908 within one calendar month from the date of registration in such sub-registry) and if the Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid with the Lands Officer appointed by the local authority for this purpose, the Lessor may impose on him for each such case of neglect a penalty not exceeding Rs. 100 and the Lessor may in addition to the other remedies available to him under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue ;

(x) that all persons acting under the orders of Lessor shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the Lease;

(xi) the lessee and his successors and assignees shall on the determination of the lease on the expiry of the period of 99 years yield up the demised premises with all buildings erected thereon and landlord's fixtures thereto, provided that the Lessor shall pay to the Lessee the value of the said buildings and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940, and any statutory modification thereof shall apply to any such arbitration. The Lessor may however renew the lease of the land after the expiry of 99 years on such terms and conditions as considered necessary by the Lessor ;

(xii) if during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Lessor, the Lessor shall at the expiry of a notice of fifteen days to the effect that the said premises are required for such purpose to be served upon the Lessee by an officer appointed by the Lessor in this behalf, be at liberty to take possession of the land together with all buildings, structures and appurtenances. The Lessee shall be entitled to compensation in respect of the land, buildings and structures. The compensation payable under this clause shall, in case of dispute be determined by the Lessor or by such officer as he may appoint for the purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Act or regulation for the time being in force relating to the same and the decision of the Lessor or such officer shall be final and conclusive;

(xiii) any sum of money due to or claimable by the Lessor in respect of the land hereby demised shall be recoverable by the Lessor as an arrear of land revenue under the provisions of the Punjab Land Revenue Act, 1887 (XVII of 1887) and any amending Act for the time being in force.

*Score out which is not applicable.

II. If the yearly rent hereby reserved on any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the said days whereon the same shall have become due, whether the same shall have been demanded or not, or if there shall have been in the opinion of the Lessor or the Chief Commissioner of Delhi 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 hereinbefore contained and on his part to be observed or performed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by him notwithstanding the waiver of any previous cause or right of re-entry upon any part of the premises hereby demised or of the building thereon in the name of the whole to re-enter and thereupon this demise and everything 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.

III. No forfeiture or re-entry shall be effected except as herein provided without the permission of the Chief Commissioner of Delhi and Chief Commissioner shall not permit such forfeiture or re-entry until the Lessor has served on the Lessee a notice in writing:—

(a) Specifying the particular breach complained of ;

(b) If the breath is capable of remedy, requiring the Lessee to remedy the breach, and the Lessee fails within a reasonable time from the date of service of the notice to remedy the breach, if it is capable of remedy; and in the event of forfeiture or re-entry the Chief Commissioner may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

Nothing in this clause shall apply to entry for breach of covenant against unauthorised sub-division.

In WITNESS WHEREOF the President of India has caused.... M.O.(W&S)... on his behalf to set his hand hereunto and the Lessee has hereunto set his hand the day and the year first above written.

The schedule above referred to.

Office of the ...

Signed by.....
for and on behalf of President of India in the presence of

1 .....

2 .....

Signed by ..... (Attorney)
the Lessee in the presence of

1 .....

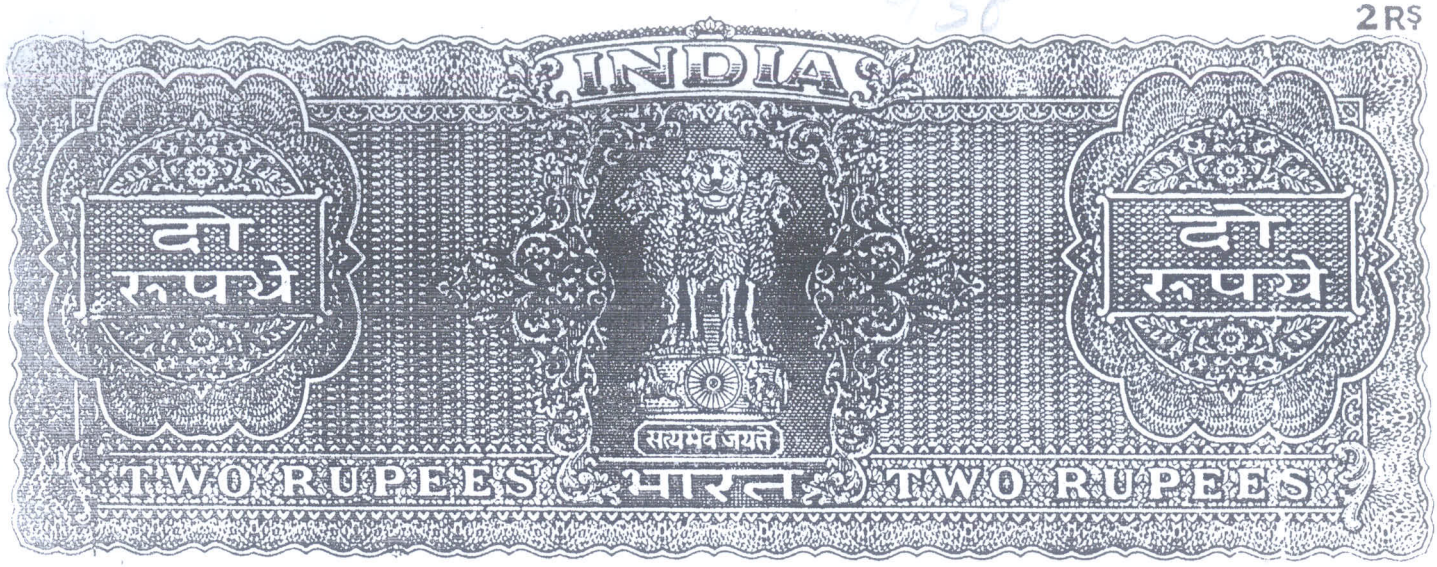
2 .....

25 A Vijay Nagar Delhi

Asstt. Managing Officer,
Regional Settlement Commissioner,

438

2 RS



Copy of Resolution No.243 dated 7.5.1971 of the Standing Committee.

Item no.20 : Revised layout plans of Kingsway Redevelopment scheme.

Commissioner's letter no.762/C&C dated 24.4.71.

Kingsway redevelopment scheme consisting of five phases was approved by the Standing Committee of M.C.D. The total number of tenements and 160 sq. yds. plots provided in the scheme as approved by the Standing Committee were 700 and 2648 respectively. At the time of draw of plots in May, 1970, a shortage of 72 plots was observed and the same were added in the various layout plans making the total number of plots to 2720.

Standing Committee vide resolution No.1008 dated 5.1.67 (Appendix 'A') resolved to retain the existing shops in Hudson Line on 100 ft. wide Lok Path with the present frontage of 15 ft. each and a depth as 60 ft.

In view of the above resolution of the Standing Committee, the allotment of plots falling under the existing shops, abutting the Mall and Lok Path in Hudson and Outram Lines was not made. It has been assessed that in case shop plots on Lok Path (Guru Teg Bahadur Marg) and Mall Road are retained/ adjusted there would be a shortage of 78 residential plots and therefore, it has become necessary to revise the layout plans.

contd...2/2

TRUE COPY

Ramesh Chandra
Superintendent 17.7.96
Municipal Secretary's Office
Municipal Corporation Of Delhi

437

In view of the above resolution of the Standing Committee, the layout plans of Hudson and Outram Lines and Kingsway North have been revised and the details are as under:-

Hudson Line :

All the shops in Hudson Line are 15ft. wide and, therefore, all the shop plots have been proposed as 15'x60' i.e. 100 sq. yds. with residential use at first floor and Barsati floor. All the shop plots have been adjusted at their present sites except a few shops falling under the proposed 100 ft. Master Plan road near Najafgarh drain. A few shop plots of the same size i.e. 15'x60' have been added in the space made available by re-location of roads between the existing shops and at the ends to accommodate the affected shops.

An area of 2.1 acres originally earmarked for shopping centre in the approved layout plan has been converted into shop plots facing the Mall and 22 residential plots in the rear.

Outram Line:

The width of existing shops on Lok Path is about 10ft. and at the Mall and Coronation roads is 15ft. to maintain the existing frontage of the shops, the shop plots on Lok Path and the Mall and Coronation roads have been proposed as 10'x60' and 15'x60' with residential use at first and Barsati floors respectively. All the shop plots have been adjusted in their present sites, except six shops affected in the round about and a few shops on the Mall behind the existing park, which have to be shifted forward to maintain the alignment of the road and not to disturb the approved (allotted) residential plots in the back row.

A few shop plots of 10'x60' and 15'x60' have been added in the space made available by relocation of roads between the existing shops and at the ends to accommodate the affected shops.

It has been noticed that five residential plots in coronation road have already been allotted, which actually fall under the existing shops. Now the shops falling under these five residential plots have been proposed to be retained as shop plots and rest of the plots adjoining these shops have been retained as residential. It is suggested that the five persons who had been allotted residentials plots that are affected under shops on Coronation road are given alternative suitable plots.

TRUE COPY

contd...p/3

Ramesh Chandra
Superintendent 17.7.96
Municipal Secretary's Office
Municipal Corporation Of Delhi

Kingsway North :

The primary school site near shopping centre has been converted into residential plots 56 Nos. and an alternative site for primary school has been earmarked in the open space near the H.S. School site.

Right of way/widening of Roads :

As per the master plan and the zonal plans, the R/W of Lok Path and the Mall are 100ft. and 200ft. respectively. The widening of Lok Path in front of Edward Line has been proposed towards Hudson Lines, thus affecting the Hudson Line shops. Beyond the crossing i.e. in Outram Line the entire widening of Lok Path in front of the existing shops has been proposed towards T.B. Hospital and beyond that the widening has been proposed towards Outram Line as per the approved layout plan. The widening of the Mall road has been proposed to be equal on both the sides i.e. in Hudson and Outram Lines.

Now the overall details of residential shops cum residential plots provided in various parts of the scheme are as under :

Scheme	Residential Plots 24'x60'-0"	Shops cum residential Plots 15'x60'	Shops plots 10'x60'
Hudson Line	411	110	-
Outram Line	772	59	64
Kingsway North	1350	-	-
Kingsway West	160	-	-
Total :	2693	169	64

Care has been taken as far as possible not to disturb the approved residential plots and the existing shops. No residential plot, which have been allotted have been disturbed except five plots on Coronation road, as they were affected under the existing shops. Now these five residential plots have been proposed to be converted into shop plots of 15'x60' as the shops are already existing.

The existing shops in the interiors of Hudson and Outram Lines could not be adjusted, since the allotment of residential plots falling under these shops has already been made and also it would not be desirable to retain such shops in the midst of the residential areas.

As required under section 313 of the D.M.C. act, 1957, the revised layout plans of Kingsway North, Hudson Line and Outram Line of Kingsway Redevelopment Scheme are put up to the Standing Committee for approval.

contd....p/4

TRUE COPY

Superintendent
Municipal Secretary's Office
Municipal Corporation Of Delhi

455

APPENDIX 'A'

Copy of Resolution No. 1008 of the Standing Committee dated 5.1.67.

Shri Kishore Lal moved and Shri Karan Singh seconded the following motion :

As part of the Kingsway Camp redevelopment scheme the layout plan of Hudson Lines was approved by the Standing Committee on the 21st February, 1966 vide resolution No.1243. It has been realised that there are a large number of shops on Lok Path separating Vijay Nagar and Hudson Lines. If these shops were to be demolished, compensation amounting to thousands of rupees would be payable. In order to make the scheme workable within the financial limits the plan be amended to retain the existing shops on the 100' road with the present frontage of about 15' each and depth as 60'. The two approaches of 45' to Hudson Lines be adjusted in such a way as not to affect the existing shops. In order to give shop to the scheme and speed up the const. the shopkeepers who have complete ownership of documents having paid all Government dues be allowed to reconstruct their shops as per the approved design to be supplied by the Junior Town Planner.

The motion was carried.

Item No.20 :

Resolution No. 243

Resolved that as recommended by the Commissioner in his letter No. 762/C&C dated 24.4.71, revised layout plans of Kingsway North, Hudson Line and Outram Line of Kingsway Redevelopment Scheme be approved on the terms and conditions mentioned in his letter referred to above.

TRUE COPY

Ramesh Chandra
Superintendent 17.7.96
Municipal Secretary's Office
Municipal Corporation Of Delhi

यु० प्रेस०—आव 562—999 किताबें दिल्ली नगर निगम प्रध्याय 2 खण्ड 2(ए)
प्रत्येक में 100×2 पृष्ठ 23-11-95 फार्म सी-8-ए/ क/86 फार्म नं० 5

Rajesh Chhabra General Clerk/Ar. 124044
Kingsway Camp Shop Keepers Welfare Association (Regd)
(Govt Regd) Behind Vijay Nagar Police Post-9 Hall Road
Kingsway Camp G.T.B. Nagar Delhi 110009

माग व समा० पर्ची का संदर्भ	भुगतान का विवरण	रुपये	पै०
I-c-6	Copying Charges of Resolution No. 243 dated 7.5.1971 of Standing Committee with Urgent fee Rs. 1/-	34 / 1	00
योग (शब्दों में)	Rs. Thirty four only	34	00

भुगतान की तिथि 17.7.1996
दैनिक प्रारोही योग
रसीद जारीकर्ता अधिकारी के हस्ताक्षर
(कालम 1 तथा दैनिक योग के कालम को केवल रिहाई वाली कापंन की प्रति में ही भरना चाहिए) 17.7.96

No. K-20019/2/81-IH
Government of India
Ministry of Works and Housing
Lands Division

New Delhi, dated the 4th September, 1982.

To
The Vice-Chairman,
Delhi Development Authority,
Vikas Minar, New Delhi.

Subject:- Redevelopment of Kingsway Camp Colony, Delhi, etc.

Sir,

The work relating to redevelopment of Kingsway Camp was transferred from the Municipal Corporation of Delhi to Delhi Development Authority vide Ministry of Supply and Rehabilitation (Department of Rehabilitation) letter No.56(20)/75-IHP dated the 26th May, 1976 addressed to the Vice-Chairman, Delhi Development Authority. Subsequently it was decided to transfer this work back to Municipal Corporation of Delhi again and accordingly administrative approval was conveyed on behalf Ministry of Supply and Rehabilitation (Department of Rehabilitation) letter No.56 (20)/75-Emp/SSII dated the 17th April, 1978 addressed to the Commissioner, Municipal Corporation of Delhi, Delhi. The matter has been under discussion for some time and keeping in view the issues involved in the matter, it was discussed last in the Chamber of the Minister for Works and Housing on the 20th July, 1982 and it was decided that the work should be handled by one agency, i.e., Delhi Development Authority.

2. I am accordingly directed to convey the administrative approval of the Government of India to the transfer of the work of the redevelopment of the Hudson and Cubram Lines of the Kingsway Camp in conjunction with the development of the second phase of Dr.Mukherjee Nagar from the Municipal Corporation of Delhi to the Delhi Development Authority subject to the following general terms and conditions:-

(i) The Delhi Development Authority will follow the general/special orders of Government with regard to the notifications already given in respect of work of transfer or expenditure thereof.

Superintendent (Commercial Land)

and observe the terms and conditions under which the work in question was originally entrusted to the Municipal Corporation of Delhi.

(ii) The Delhi Development Authority will prepare the final list of the terms of work already completed and those yet to be completed by the Municipal Corporation of Delhi and furnish to this Ministry sufficient information to carry out a check in respect of the accounts of the loans so far advanced to the Municipal Corporation of Delhi for the purpose.

(iii) The Delhi Development Authority shall take possession and charge of the 156 acres, duly demarcated, of the land acquired by the Municipal Corporation of Delhi for the development of Phase I and II of the scheme.

(iv) In respect of the scheme and redevelopment of Kingsway Camp that is hereby being transferred to the Delhi Development Authority will take over the assets and liabilities in respect of the redevelopment of Kingsway Camp with immediate effect and take steps to implement the same quickly.

3. Action, as decided in the meeting of the 20th July, 1982 in the Chamber of the Minister for Works and Housing, may please be taken on priority basis. Further instructions on the clarifications in regard to the execution of the said scheme will be issued in due course as and when felt necessary.

4. This issues with the concurrence of Finance Division vide their U.O.No.5(43)/FD(I)/76-82/510 dated the 3rd September, 1982.

Yours faithfully,

(S.Mukherjee)
Desk Officer (Lands)
Tele:381405

Copy forwarded for information and necessary action to:-

1. The Commissioner, Municipal Corporation of Delhi, Town Hall, Delhi. It is requested that the details of the expenditure already incurred by the Municipal Corporation of Delhi out of the loan advanced to it so far may kindly be furnished at an early date. It is also requested that the physical progression

Certified to be True Copy ...../-3

(S.[illegible])
Superintendent
Delhi Development

of the land acquired by the Municipal Corporation of Delhi may be handed over to the Delhi Development Authority.

2. Land and Development Officer, Nirman Bhavan, New Delhi with a request to hand over the physical possession of the land in Outram and Hudson Lanes to the Delhi Development Authority.

3. Finance Division (Lands), Ministry of Works and Housing, Nirman Bhavan, New Delhi.

4. Secretary, Ministry of Rehabilitation, Jaisalmer House, New Delhi.

5. Delhi Administration (Lands and Buildings), Vikas Bhavan, New Delhi.

6. Accountant General, C.W.&M., New Delhi.

7. Pay and Accounts Officer (W&H), Ministry of Works and Housing, Ansal Bhavan, New Delhi.

8. PS to HM/PS to DM/PS to Secretary.

9. Information Officer, Ministry of Works and Housing, Shastri Bhavan, New Delhi.

10. PS to JS(RP)/Director (Lands)/Under Secretary (Lands)/ DS(HP)/ All Desk Officers in the Lands Division, Ministry of Works and Housing, Nirman Bhavan, New Delhi.

(S.Mukherjee)
Desk Officer (Lands)
Tele:381125

Certified to be True Copy

(अतिरिक्त आयुक्त (व्यावसायिक भूमि))
Spl. Commissioner (Commercial Land)
दिल्ली विकास प्राधिकरण
Delhi Development Authority

WII/4-9-1982/*

(v) As regards recommendations made in para 4.84 of the Baveja Committee Report (Item 102 of the report of the Empowered Committee), the Government have decided that the status-quo may be maintained.

3. The DDA/Delhi Administration/MCD are concerned with the implementation of the recommendations/observations as indicated in the statement which gives the item Nos. of the report of the Empowered Committee. You are requested to send quarterly reports in regard to the implementation of these recommendations to the concerned desks of Delhi Division of this Ministry as indicated in the statement. The first report may indicate the position as on 31-3-1979.

4. If more copies of the reports are required, kindly send the requisition to this Ministry.

5. Kindly acknowledge receipt.

Yours Faithfully,

(H.R. Goel)
Under Secretary to the Government of India.

G.O.I. M/O WORKS & HOUSING LETTER NO. J-20019/2/1981-LD DATED 4.9.82 REGARDING REDEVELOPMENT OF KINGSWAY CAMP COLONY, DELHI, ETC.

Government of India
Ministry of Works and Housing Lands Division

To

The Vice-Chairman,
Delhi Development Authority,
Vikas Minar, New Delhi.

Sub:- Redevelopment of Kingsway Camp Coloney Delhi etc.

Sir,

The work relating to redevelopment of Kingsway Camp was transferred from the Municipal Corporation of Delhi to Delhi Development Authority vide Ministry of Supply and Rehabilitation (Department of Rehabilitation) Letter No. 56(20/75-IMP dated the 26th May, 1976 addressed to the Vice-Chairman, Delhi Development Authority. Subsequently it was decided to transfer this work back to Municipal Corporation of Delhi again and accordingly administrative approval was conveyed as per Ministry of Supply and Rehabilitation (Department of Rehabilitation) Letter No. 56 (20)/75-IMP/SSII dated the 17th April, 1978 addressed to the Commissioner, Municipal Corporation of Delhi, Delhi. The matter has been under discussion for some time and keeping in view the issues noticed in the matter, it was discussed last in the Chamber of the Minister for Works and Housing on the 20th July, 1982 and it was decided that the work should be handled by one agency, Delhi Development Authority.

I am accordingly directed to convey the administrative approval of the Government of India to the transfer of the work of the redevelopment of the Hudson and Outram Lines of the Kingsway Camp in connection with the development of the second phase of Dr. Mukherjee Nagar from the Municipal Corporation of Delhi to the Delhi Development Authority subject to the following general terms and conditions:—

i) The Delhi Development Authority will follow the general/special orders of Government with regard to the sanctions already given in respect of work estimates or expenditure and observe the terms and conditions under which the work in question was originally entrusted to the Municipal Corporation of Delhi.

ii) The Delhi Development Authority will prepare the final list of the terms of work already completed and those yet to be completed by the Municipal Corporation of Delhi and furnish to this Ministry sufficient information to carry out a check in respect of the accounts of the loans so far advanced to the Municipal Corporation of Delhi for the purpose.

iii) The Delhi Development Authority shall take possession and charge of the 156 acres, duly demarcated, of the land acquired by the Municipal Corporation of Delhi for the development of phase I and II of the scheme.

iv) In respect of the scheme and redevelopment of Kingsway Camp that is hereby being transferred t the Delhi Development Authority will take over the assets and liabilities in respect of the redevelop of Kingsway Camp with immediate effect and take steps to implement the same quickly.

3. Action, as decided in the meeting of the 20th July, 1982 in the Chamber of the Minister for Works and Ho may please be taken on priority basis. Further instructions or the clarifications in regard to the execution of the said sch will be issued in due course as and when felt necessary.

4. This issues with the concurrence of Finance Division vide their U.O. No. 5(43)/FD(L)/76-82/510 dated 14 September, 1982.

Yours faithfully,
(S. Mukherjee)
Desk Officer (Lands)
Tele: 381125

RESOLUTION NO.177 DATED 23.9.83 REGARDING FIXATION OF PRICE OF PLOTS TO ALLOTTED TO THE DISPLACED PERSONS IN THE KINGSWAY CAMP REDEVELOPMEN SCHEME. (FE.59(1)/77-PT. VII).

Precis

The Kingsway Camp Re-development scheme for rehabilitation of displaced persons living in Outram Line/H Line which was being executed by M.C.D. was transferred from M.C.D. to DDA in May, 1981. The matter regarding f of price to be charged from the allottees in this scheme was discussed in the meeting of the Authority on 1.2.198 Item was referred back with recommendation that the matter may be re-examined particularly with regard to the r be charged.

Copy of Resolution No. 45 dated 1.2.1983 may be seen at Appendix 'S'. Under it, the following works h executed or are required to be executed:-

(i) *Bhai Permanand Colony*

The M.C.D. constructed 700 tenements in this colony on an area of 80 sq. yd each. The tenements were allo the displaced persons living in the Outram Line/Hudson Line.

(ii) *East and North Mukherjee Nagar*

In this colony, a total of 1518 residential plots, measuring 160 sq. yd. each, were to be developed. Out of these plots were developed and allotted by the M.C.D. to the eligible displaced persons at the rate of Rs. 50/- per sq.y balance 196 plots were developed by the D.D.A.

(iii) *Hudson Line and the Outram Line*

411 plots in Hudson Line and 772 plots in Outram Line measuring 160 sq. yd. each have to be developed. It be possible to develop these plots only when the area is vacated after shifting the occupants.

(iv) *New Gupta Colony and B.B.M. Depot*

125 plots measuring 80 sq.yd. each are to be developed in New Gupta Colony and 536 plots in B.B.M. De these, 125 plots in New Gupta Colony and 488 plots in B.B.M. Depot have already been developed. These plots ar for eligible allottees for the Barrack, left out after settlement of similar persons in Bhai Permanand Colony.

2. It is proposed to allot the above plots to the displaced persons at the prices mentioned below:—

(i) *East and North Mukherjee Nagar*

As stated above, only 196 plots have been developed by the D.D.A. and it is proposed to allot at the rate of per sq.yd. to those refugees who had been ousted from Hudson Line/Outram Line on account of the redevelopment areas. They are the refugees who were declared entitled to be rehabilitated and as such, they have been allotted plo rate of Rs. 50/- per sq.yd,. by the M.C.D. and as such there is a commitment to allot the remaining plots at this rat the pre-determined rate of Rs. 217/- per sq.yd.

(ii) *Hudson Line and Outram Line*

It is proposed to allot the re-developed plots at the rate of Rs. 75/- per sq.yd in these colonies against the pre-de rate of Rs. 257/- per sq.yd. but only to the original refugees. The price has been fixed at a concessional rate k view the fact that these refugees have been awaiting rehabilitation for the last so many year and they are in similar as the allottees in Mukherjee Nagar. In addition, compensation at the rate of Rs. 1063/- per quarter has to be pai allottees in these areas.

DRAFT AGENDA FOR SCREENING COMMITTEE

.....

sub : Modification of Layout plan for Shop plots in Outram & Hudson Lines, Kingsway Camp
File No. PA/Dir.(AP)-1/95/L-816
+ F.15(10)88/CE

.....

1.0 BACKGROUND/INTRODUCTION :

1.1 A reference has been received from the Lands deptt. to finalise the layout plan for shop plots in Outram Lines, Kingsway Camp and also to suggest development controls for the construction of building on the enlarged plot. This Scheme was meant for the Rehabilitation of the Refugees from West Pakistan and was formulated in the year 1966 by Govt. of India. Initially this area was transferred to M.C.D. for implementation but has now been transferred to D.D.A.

1.2 Authority vide Resolution No.11 dated:24.3.94 approved the allotment of additional land to 233 shop owners which were allotted land by L&DO in the year 1965-66 in Outram/Hudson Lines, Kingsway Camp as per the details for three different categories of plots are given below :-

Location	Area of shop plot originally allotted		Proposed enhanced area of the plot		Additional area to be allotted
Hudson Line					
a. 16 plots	15'x30'	450 SFT	15'x60'	900 SFT	450 SFT each
b. 94 plots	15'x37'	555 SFT	15'x60'	900 SFT	345 SFT each
Outram Line					
a. 59 plots	15'x37'	555 SFT	15'x60'	900 SFT	345 SFT each
b. 64 plots	10'x22'	220 SFT	10'x60'	600 SFT	380 SFT each

2.0 DETAILED EXAMINATION :

2.1 A detailed shop to shop survey has been undertaken with a view to adjust the existing shops on as and where basis to the extent possible. The survey reflects a total shop plots as to 229 Nos.(against the 233 Nos. mentioned in the Authority resolution), out of which on one plot (No.67 Mall Road) a temple has been built.

....2/-

Resulting the actual number to 228 only. A detailed layout plan on the basis of the survey and by utilising the available open space in between it has been possible not only adjustment of all the existing shops, but five shops will be available for the disposal of DDA besides further utilisation of DDA land in this area

2.2 The total scheme has been studied in two parts first on the Mall Road/Banda Bahadur Marg and the other on the 100' wide Kingsway Camp Road(running along TB Hospital) covering shops of Outram Lines and Hudson Line. The salient features for the consideration are stated below :-

i. Efforts have been made to adjust the existing shops on as and where basis to the extent possible.

ii. The existing curve market on either side of Mall road is proposed to be demolished and plots are to be carved out in the straight line of the existing shops, making extra land available in the rear for DDA's planning as per approved layout plan.

iii) Additional plots have been carved out by utilising the open land in between the shops maintaining the circulation pattern as per the layout plan.

iv) The R/W of the Mall road, Kingsway Camp Road and Banda Bahadur Marg has been incorporated as 200', 100' and 80' respectively. The widening is proposed equally on either side from the centre line of the existing road. This has been indicated in the proposed layout plan.

v) After the layout plan is approved by Screening Committee/Vice-Chairman, DDA the Engg. Deptt. will be requested for feasibility/demarcation before actually handing over the plots to the allottees.

3/-

427

3.0 PROPOSAL :

3.1 The existing 15ft.x30 ft. plot has been called as Category-'A', 15'x37' as Category-'B' and 10' x 22' as Category-'C'. The salient features explained in para-2 above have been incorporated while finalising the layout plan. The layout plan has accordingly been modified. Besides the modification of the shop plots area some of the residential facility plots will also be restored to their original uses and disposal will be done in accordance with the earlier approved layout plan. This will be basically due to the redesigning of curve markets.

3.2 The proposal for shop plots has been summarised in the following tabular statement:-

S.No.	Particulars	Mall Road		Kingsway Camp Road		Total	
1.	Existing to be retained	103	132	88	96	191	228
2.	To be demolished/ relocated	29		8		37	
3.	New Plots	23		19		42	
4.	Surplus plots	-		-		5	

3.3 The plotwise position for the existing and the newly carved out shop plots, demolition involved etc. has been tabulated and placed at Annexure-'X', 'Y' & 'Z' for both Mall Road, Banda Bahadur Marg, Kingsway Road in Outram Line/Hudson Line Scheme.

3.4 DEVELOPMENT CONTROLS :

According to the approved zonal plan as and the contents of the Authority's Resolution is to construct building on these plots by using ground floor for shop and first floor and Barsati floor for residence, building to be constructed as per residential building bye-laws. Though the Screening Committee recommended that the physical possession of the 60% of the

.....4/-

rear side of the plot be handed over to the shop keepers and front 40% area be kept reserved for pool parking. The Authority is silent on this issue in the Resolution. If the plot is treated as a shop plot then the ground coverage will be restricted to 25% and 100 FAR whereas the Authority has considered the FAR to be provided as per the residential norms i.e. 180. Therefore, the development controls to be followed will be as under :-

i) Max. ground coverage - 66%
ii) Max. FAR - 180
iii) Max. height - 12.5 Mtr.
~~iv) Front~~ set back - 3.0 Mtr.
v) Basement by Mezanine not permitted, if constructed, will be counted - FAR
vi) only ground floor will be used for retail shopping

4.0 The modified Scheme/Statement was referred to Land Disposal deptt. and Commissioner (Land Disposal) has recorded that the above proposal seems to be in order and may kindly be submitted to Screening Committee for approval so that D.D.A.'s commitment can be made. The feasibility report in regard to the location of shops as per proposal has also been received from the concerned Engg. deptt.

5.0 The proposal contained in para-3 above is submitted for approval of the Screening Committee.

.....

CHP 2.11.85

Dir(AP) I

425

LDF

दिल्ली विकास प्राधिकरण

Delhi Development Authority

LDF No. 15(248)/91/Co-Shop/Plot No. 114

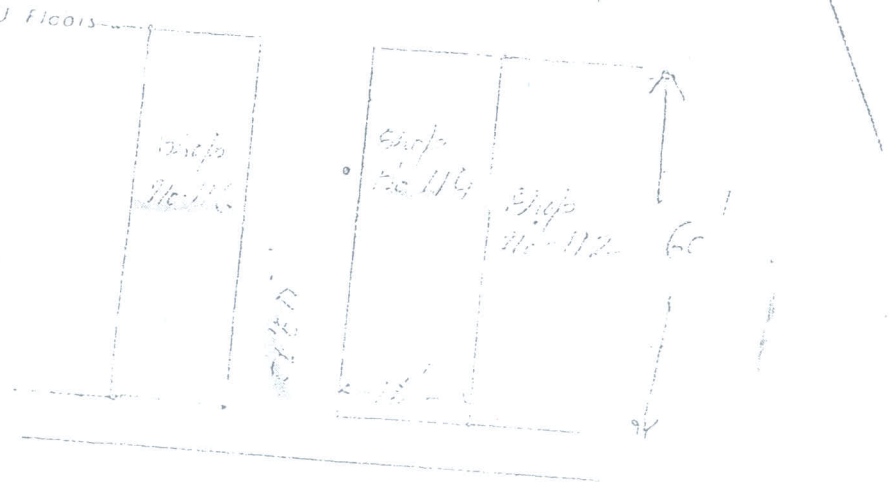
योजना
SCHEME Mall Road Hyary Contract No.

भूमि उपयोग
LAND USE

Basement — Mall Road 200' R/W →

G. Floor

U. Floors



क्षेत्र
Area वर्ग मी./वर्ग मीटर/एकड़
Plot = 35.3 Sq.Mts.

पट्टाधारी/क्रेता
LESSEE/VENDEE

PREPARED BY

दिल्ली विकास प्राधिकरण नई दिल्ली
Delhi Development Authority
पट्टादाता/विक्रेता
LESSOR/VENDOR

DDA/PP

Madan Lal Taneja.

DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LANDS BRANCH

" SUPPLEMENTARY LEASE DEED "

This indenture is made this day of _____ thousand nine hundred _____ between the President of India (hereinafter called the Lessor) of the first part and Sh/Smt. _____ (hereinafter called the Lessor) of the second part.

WHEREAS a Perpetual lease deed in respect of Shop No. 114 measuring 64.7 sq.yds. in Mall Road/Hueson Line/Kingsway Camp, Delhi was executed on 14-1-63 between the Lessor and the Lessee and the same was registered in the office of Sub-Registrar, Delhi on 27-3-63 vide No. 3714 on page 18 to 20.

AND WHEREAS the area of the aforesaid shop as mentioned above is as per the site plan attached with lease deed.

AND WHEREAS an area measuring _____ sq.yds. has been found to be in unauthorised occupation of the Lessee w.e.f. _____ in addition to the area mentioned in the aforesaid lease deed.

AND WHEREAS it has been decided to allot the aforesaid additional area of 35.3 sq.yds. to the Lessee on payment of Rs. 18144.20 @ Rs. 514/- per sq. yds. and on the terms & conditions as stipulated in the allotment letter No. F15(245)91/CL dt. 17-11-94 and for this the Lessor and the Lessee have agreed to execute this Supplementary lease deed.

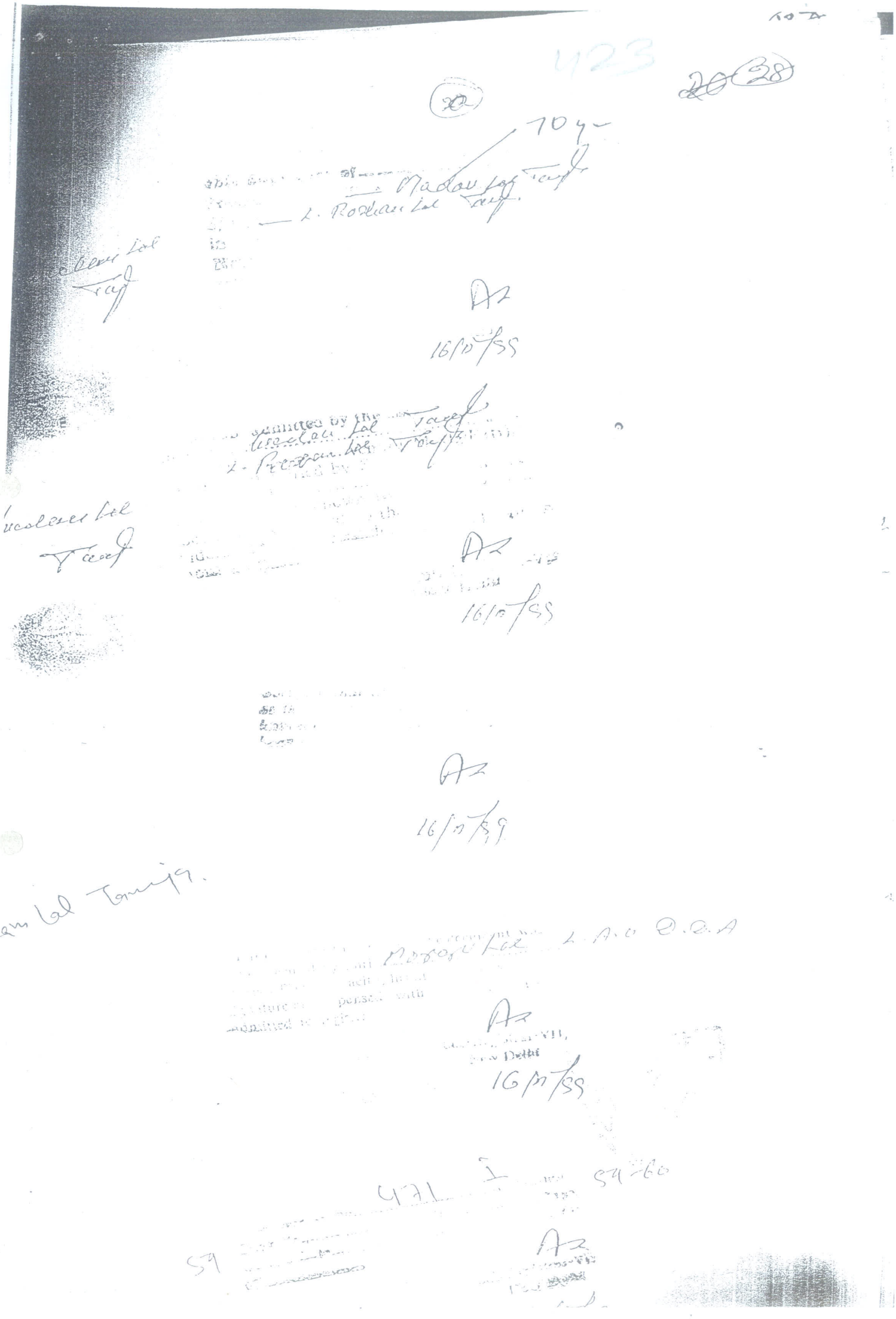
Now, therefore, by virtue of this Supplementary deed the Lessor and Lessee hereby agreed that in the lease deed dated 14-1-63 the area of the plot shall always be read as 100 sq.yds. instead of 64.7 Sq.yds. and the premium of the plot as Rs. 27744.20 instead of Rs. 9600/- for all purposes including payment of ground rent.

Contd....P/2.

File No. 603 Date 98-99
Certified full Stamp Duty Rs. 1120-00
Transfer Duty of Rs. 560-00
Total Rs. Rs 1680-00
Rupees One Thousand six Hundred eighty only
has been paid vide T.C. Dt. 7-1-99

Lease Administration Officer
Delhi Development Authority

Collector of Stamps
Delhi



10-A

422

27 29

In order to avoid any discrepancy in the dimensions of p
lotted you are advised to get the site reexamined from
fice of Executive (Planning) of the projects before commencem
f the work i.e. Appendix 'B' as per B.L. 83 Clause 7.2.1

735

Delhi Development Authority
(Building Section)
Central Unit
Building Section, D.D.A.

12/10/99

ANNEXURE-I

CONDITION NO.14 OF SANCTION LETTER (other conditions) to be read alongwith SANCTIONED LETTER ISSUED VIDE LETTER NO. F13(126)99/Bldg. DATED 12.10.99.

1. Sanction within plots area.
2. The owner shall strictly follow the architectural control drawing, CFO guidelines, BBL'83-MPD-2001.
3. Basic level should be got as entertained from the concerned Ex.Engineer.
4. Display boards of minimum size of 3' x 4' indicating the following:

i) Plot No. & Location Shop no 114, MALL ROAD KINGSWAY DELHI-9.

ii) Name of the lessor/owner Sh. MADAN LAL TANEJA S/o Sh. ROSHAN LAL

iii) Use of the property as per lease deed Shop cum Reside

iv) Date of sanction & building plans with number 12.10.1999.

v) Sanction valid upto 11.10.2001.

vi) Use of different floor & are sanction:

Floor	Use	Area in Sqm.
(1) Basement Floor	Pan Storage only	56.43.
(2) Ground Floor	commercial.	66.88
(3) ~~Residance~~ First Floor.	Residance	62.18.
(4) Barsati Floor.	-do-	15.60.

vii) Name of the ~~Architect~~ and his address Sh. Jeet Ram A
2417 Hudson line Kingsway camp Delhi

viii) Name of the contractor & address:

5. Copy of the sanctioned building plan should be available at the site of construction.
6. Panel action for not displaying the plan on the board shall be charged Rs.5000/- for residential plots.

Yours faithfully,

For Vice सहायक अभियन्ता
D.D.A. भवन अनुभाग
दिल्ली

421

DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LANDS BRANCH

(LESSEE'S COPY)

No. F. 15 (245)/CL/91/DDA/2624 Dated: 9-11-1998

Certified that the physical possession of 35.30 Sqyds
~~situated at~~ plot bearing addl. land plot No. 114 in the
Mall Road Kingsway Camp has been
taken over by me on 16-11-1998 and boundary pillars
demarcating the plot in question are correctly fixed.

A copy of the possession slip has been received by me.

PLOT DIMENSIONS: ~~H x~~ ~~H~~ 35.30 Sqyds

COUNTER SIGNATURE

Assistant Engr/Junior Engr.
Commercial Land/DDA.

Madan Lal
Tareja

Lic: 450(a)
Signature: Madan Lal Tareja
Name: Sh. Madan Lal Tareja
S/o Sh. Roshan Lal
Address: Shop no. 114 Mall Road
Kingsway Camp, Delhi.

(27) 420 (28)

23

DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LANDS BRANCH

A-Block, Ist floor
Vikas Sadan,
New Delhi-23.

Dated: 9/11/1998.

No. F. 15(245)/98/CL/DDA/2623

From : Asstt. Director (CL)

To

Shri Madan Lal Taneja
S/o Shri Roshan Lal
Shop No 114 Mall Road
Kingsway Camp Delhi

Subject : Handing over of possession of plot No. 114
Block No. Mall Road Kingsway Camp measuring 353 Sq. Mtrs. in

Dear Sir/Madam,

It is intended to hand over the possession of the plot mentioned above to you in anticipation of execution of the lease deed which is likely to take some time. The Assistant Engineer concerned has been directed to hand over the possession of the plot on 16-11-98 at 11.00 AM to you. You are, therefore, requested to be present at plot site on the appointed time & date.

Further you may kindly sign. the possession letter and also the undertaking to execute the lease deed when called upon to do so which is to be presented to you by him at the time.

Yours faithfully,

ASSISTANT DIRECTOR(CL)
D.D.A.

Madan Lal Taneja

Copy forwarded to the Asstt. Engineer (CL), DDA. He is directed to handover the possession of plot to the allottee Sh./~~Mrs./M/s~~ Madan Lal Taneja S/o Sh. Roshan Lal
Managing Director/representative/
Partner of the Co./Firm ~~who~~ has been duly authorised by M/s
At appointed time and date. The signature of the authoris person who will take over the possession of aforementione plot/site are also appended belod:

Kedarlal Taneja

2. Copy to Executive Engineer ND-3

ASSISTANT DIRECTOR(CL)

419

DELHI DEVELOPMENT AUTHORITY
(COMMERCIAL LANDS BRANCH)

No. : F.15(245)91/Comm.

17 NOV 1994

From : Jagdish Chander
Jt. Director(CL)

To : Sh. Madan Lal
Shop No. 114 Mall Road
Kingsway Camp
Delhi

SUB:- Allotment of additional land measuring 35 sq.yds. to the allottee of shop No. 114 Mall Road/Outram Line/Hudson Line, Kingsway Camp, Delhi.

Sir/Madam,

I am directed to inform you that a piece of additional land measuring 35 sq.yds. behind your shop No. 114 Mall has been decided to be allotted to you subject to payment of following amounts with in 45 days from the date of issue of this demand-cum-allotment letter under intimation to this office:-

1. Premium of the additional land measuring 35 sq.yds. @Rs.514/- per sq.yds. Rs. 17,990/-

i. Documentation charges Rs.45/-

ii. Ground rent @ Re.1/- p.a. for the first five year. Rs.5/-

2. Apart from above, you are also to pay the interest charges @ 18% p.a. w.e.f. 1.10.87 till the date of payment and ground rent @ 2½% of the premium after 5 years w.e.f. 17 NOV 1994

3. In addition to the above, you are also liable to pay the damage charges at the rates as decided by the Authority for the area which remained under you unauthorised occupation in excess of the total area of the land to which you are entitled. A demand for this payment shall be communicated to you separately.

4. You are also liable to remove the encroachment/unautho rised construction if any beyond the entitled area and possession of land shall be handed over only after the removal of the encroachment/unauthorised construction beyond the entitled area.

5. Further you are requested to submit the following documents:-

i. Original lease deed of the plot which will be returned after the entitlement for allotment is verified.

ii. An undertaking on a non-judicial stamp paper worth Rs.2/- to the effect that the unauthorised construction/encroachment has been removed from the area beyond the entitled area and will pay the damages charges as decided by the Authority.

iii. Attested copy of Ration Card.

...2/-

(25)

418

3 specimen signature and 3 photographs duly attested by the Gazetted Officer.

v. An affidavit, declaring that no change in ownership has taken place after allotment of shop, duly attested by Magistrate Ist Class/Notary Public, and he/she in physical possession of the shop.

6. You will abide by the terms and conditions of allotment (specimen attached) and other terms of lease deed. The terms and conditions duly signed must also be submitted on non-judicial stamp paper worth Rs.2/- (duly typed and signed on each page and attested by the Notary Public with the Notarial stamp of Rs.3/-.)

7. The possession of the additional land will be handed over after clearance of all dues after the documents are furnished alongwith the supplementary lease deed duly stamped from of the office of the Collector of stamps and possession of land under occupation of the allottee beyond entitled area is given/handed over after removal of encroachment/unauthorised construction.

Please note that if the copy of challan of the demanded amount and documents are not received within 45 days, offer of the allotment will stand withdrawn without any further reference to you.

Yours faithfully,

(JAGDISH CHANDER)
JT. DIRECTOR(CL)

Copy to:- Accounts Officer(CL).

reader bal
Engg.

19-A

417

25/A

3 specimen signature and 3 photo graphs duly attesed by the Gazetted Officer .

v. An affidavit, declaring that no change in ownership taken place after alltment of shop, duly atested by Magistrate 1st class/Notary public, and he/she in physical possession of the shop.

6. You will abide by the terms and condition of allotment (specimen attached) and other terms of lease deed. The terms and conditions duly signed must also be submitted on non-judicial stamp paper worth Rs.2/- (duly typed and signed on each page and attested by the Notary public with the Notarial stamp of Rs.3/-).

7. The possession of the additional land will be handed over after clearance of all dues after the documents are furnishd along with the supplementary lease deed duly stamped from of the Office of the collector of stamps and possession of land under occupation of the allottee beyond entitled area is given/hand ed over after removal of encroachment/ unauthorised construction.

Please note that if the copy of challan of the demanded amount and documents are not received within 45 days, offer of the allotment will stand withdrawn without any further reference to you.

Sd/-

(JAGDISH CHANDER)
JT. DIRECTOR (CL)

Copy to: Accounts Officer (CL.)

12A

416

(84)

(89)

26

TERMS AND CONDITIONS OF ALLOTMENT OF PERPETUAL LEASE HOLD RIGHTS IN COMMERCIAL PLOT MEANT FOR UNDER THE DDA(DISPOSAL OF DEVELOPED NAZUL LAND) RULES, 1981.

EXECUTION OF LEASE DEED PAYMENT OF GROUND RENT & OTHER MAIN CONDITIONS OF LEASE:

1) In addition to the following terms and conditions of allotment the terms andcconditions which are those contained in the form of perpetual lease deed will be binding upon the allottee. The allottee shall be deemed to have agreed to all the terms and conditions contained therein. The allottee shall execute the lease deed in the said form when called upon to do so.

i) The allottee will surrender the original lease deed executed with E.D.O. and will have to execute the fresh lease deed as and when given by the LDA. This clause regarding surrender of original lease will be applicable to those shopkeepers/lessees who had been allotted land/ shops by L.& D.O./Ministry of Rehabilitation and fresh lease will be executed. In other cases supplementary lease deed will be executed.

ii) The plot shall be held by the allottee as the lessee of the President of India, also on the terms and conditions prescribed by the DDA (Disposal of Developed Nazul Land) Rules, 1981 as contained in the lease deed to be executed by the allottee.

iii) Every allottee shall be liable to pay, in addition to the premium payable, ground rent for holding Nazul land allotte to him under the said Rules at the said rate of rupee on- per annum per plot for the first five years from the date of allotment i.e. the date of issue of the letter communicating the allotment and thereafter it shall be payable at the rate of two and half percent of the premium originally payable.

iv) The rate of ground rent shall be subject to enhancement after a period of thirty years from the date of allotment.

v) An interest of 10% per annum of such other rate, as the DDA may in its absolute discretion decide from time to time will be charged on all delayed payments in respect of ground rent. Such interest will be calculated for full fortnight or month as the case may be and not for fraction thereof. The additional land will be allotted @Rs.514/- per sq.yds. (Rs.Five hundred fourteen only per sq.yds.) ~~with interest @ 10% w.e.f. 1.10.87 on the cost of the land/additional land.~~

vi) The lessee shall have to erect and complete the building within two years from the date of the possession of the plot in accordance with type, design and other architectural features prescribed by the Delhi Development Authority after obtaining and in accordance with sanction to the building plan with necessary design plans and specifications from the proper Municipal or the

...2/-

other authorities concerned in accordance with their respective rules, by-laws etc., as the case may be. The lessee shall also submit a project report within one month from the date of possession. The project report shall indicate the schedule of completion of various stages of construction. Lessee shall not start any construction activity before the execution of lease deed.

vii) The plot or building thereon shall not be used for a purpose other than that specified in the architectural controls prescribed by the DDA. The architectural controls drawings will be supplied by the DDA on payment to the allottee who shall carry out the construction at the plot in accordance with the same.

viii. The allottee shall not be entitled to sub-divide the plot or to amalgamate it with any other plot.

ix) The allottee shall not be entitled to sell, transfer, assign or otherwise part with of the whole of the part of the plot, before or after the creation of the building without the previous consent in writing of the Lessor.

In the event of the consent being given, the Lessor may impose such terms and conditions as he thinks fit and shall also be entitled to claim and recover a portion being 50% of the unearned increase in the value of the land (i.e. difference between the premium paid and the market value of the plot at the time of sale transfer, assignment of parting with the possession provided that the Lessor shall have pre-emptive right to purchase the property after deduction 50% of the unearned increase as aforesaid.

x) The allottee shall be required to return the lease deed duly stamped from the Collector of Stamps, within a period of 30 days from the date of its delivery of papers to him.

xi) The allottee can with the prior consent in writing of the Lessor, mortgage or charge the plot to such person as may be approved by the Lessor in his absolute discretion.

xii) The allottee shall not, however, sublet the whole or any part of the plot or the building that may be erected thereon for the purpose other than as specified in the architectural control referred to above.

xiii) The allottee shall be liable to pay rates, taxes, charges and assessments of every discription in respect of the plot on the building constructed or on the land lord or tenant in respect thereof.

a) The allottee/lessee will be liable to remove the encroachment unauthorised construction if any beyond the entitled area and possession of the land will be handed over only after removal of encroachment/ unauthorised construction beyond the entitled area.

...3/-

b) In addition to the other charges the allottee/lessee will also be liable to pay the damage charges of the rates as decided by the Authority for thearea which remained under his unauthorised occupation in excess of the total area of the land to which the allottee is entitled. The demand on this account shall be calculated and will be intimated to the allottee/ lessee separately in due course of time.

xiv) Any money to the LDA or the lessor in respect of the plot shall be recoverable as arrears of land revenue.

xv) If it is discovered that the lease of the plot has been obtained by suppressing of any fact or mis-statement or mis-representation or fraud or if there is any breach of the conditions of the lease, the lease will be determined and the possession of the plot and the building thereon taken over by the lessor and the allottee will not be entitled to any compensation what-so-ever not to return of any premium paid by him.

i) The allotment shall also observe the general conditions on lease entered into between the lessor and the leasee. The floor area shall also not be used or cause to be used for any purpose whatsoever other than specified in the control drawings nor shall be used or cause to be used for such manner which may or likely to cause nuisance or annoyance to the occupiers of any other adjoining and neighbouring properties. Nor shall be use the said unit for any illegal, immoral purposes.

xvii) Please note that no extension of time for the payment is allowed in any case and if the amount demanded is not paid within the specified period, the allotment will be cancelled without further reference.

APPROVAL OF DRAWINGS :

Architectual control drawings have been prepated separately for the plot. These would also be exhibated at the time of mutation. The allottee shall purchase the said control drawings from the DDA on payment. These drawings are sufficiently explanatory by way of text to formulate the proposals for submission to the LDA for approval in accordance with building bye-laws. The drawings for approval should be submitted through a qualified architect of repute. All the mandatory controls are to be observed by the plot owner and his architect. The owner has also to reserve a space for an electric transformer within the building in consultation with the Delhi Electric Supply Undertaking.

2) PLOT AND TRANSFER DUTIES:

The cost and expenses of preparation, stamping and registering the lease deed and its copies and all other incidential expenses shall be paid by the

...4/-

allottee. The allottee shall pay the duty on trans
or immovable property levied by any other authority.

3) DELIVERY OF POSSESSION OF PLOTS:

The possession of the plot will be handed over after
the possession of the old land under occupation of th
allottee is handed over by the allottee of their old
plot.

The allottee is also required to file an 'Undertaking
to the effect tha he will not claim any compensation
in respect of land/super structure under his occupatio
which will be demolished by him. The possession of th
plot will be handed over to the allottee after the
possession of the excess land beyond entitlement and
unauthorised construction/encroachment are removed by
the allottee/lessee. The person who will be given
alternate allotment will have to first vacate the l
under their possession and will hand over the physica
possession to DDA. He will also be required to execut
the lease/deed/supplementary lease deed as the case ma
be and have furnished all the required documents as pe
the terms and conditions of the allotment.

APPENDIX XI

[*Rule 40* (3)]

LEASE DEED

(Applicable to Government owned Sites in the Delhi State revised terms)

THIS LEASE made this 14th day of January of the year One thousand nine hundred and fifty-six between the President of India (hereinafter called the Lessor which expression shall, unless the context requires another and different meaning, include his successors and assigns) of the one part and Shri Ram Sarup Bansal of S.C.R. Karnal (hereinafter called the Lessee" which expression shall, unless the context requires another different meaning, to mean and include the said his heirs, executors administrators, representatives and permitted assigns) of the other part:

WHEREAS the Lessor has agreed to demise to the Lessee the land described in the Schedule hereunder written upon the terms and conditions hereinafter appearing and contained;

NOW, this Indenture Witnesseth that in consideration of the premium of Rs. Five Hundred/- Rupees paid before the execution of these presents the receipt whereof the Lessor hereby acknowledges and the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor doth demise unto the Lessee all that piece of land containing by admeasurement 4 K. 7 Sq. Yds. or thereabouts situated in Plot No. 11A Main in Karnal, which said plot of land is more particulary described in the Schedule hereunder written and with the boundaries thereof has for greater clearness been delineated on the plan annexed to these presents and thereon coloured red, together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries whatsoever in/under or within the said land with liberty for the Lessor and his lessees, licencees, agents and workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land or any building standing thereon and that such compensation shall in case of dispute be determined by an officer appointed by the Lessor for this purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final.

TO HOLD THE said land unto the Lessee for the term of 99 (Ninety-nine) years commencing from 14.1.1956 yielding and paying therefor the yearly ground rent of Rs. One at the rate of Re. 1 per annum per hundred square yards or fraction thereof at the Imperial Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time.

(*a*) Rent will not be subject to revision except as provided for in (d) hereof.

(*b*) The Lessee shall before any assignment or transfer of the said premises hereby demised or any part thereof obtain from the Lessor approval in writing of the said assignment or transfer and all such assignees and transferees and the heirs of the Lessee shall be bound by all the covenants and conditions herein contained and be answerable in all respects therefor.

(*c*) The Lessee can transfer the land after obtaining the permission of the Lessor aforesaid and the Lessor will not share any unearned increment in the value of the land (being the difference in the premium paid by him to the Lessor and the market value of the land then prevailing) for permitting such transfer. The Lessor will, however, be entitled to claim and recover the unearned increment in the value of the land in the event of any subsequent transfer of the land by a transferee the amount so to be recovered being 50% of the unearned increment in the value of the land.

In the case of any subsequent transfers the Lessor shall have the pre-empt chase the premises as hereby demised and all the buildings and structures standing deducting 50% of the unearned increment as aforesaid.

(d) The Lessor shall also have the right to revise the annual ground rent at the assignment or transfer of the premises hereby demised subsequent to the first transfer as aforesaid. The revised ground rent payable in such case shall be at the rate of 2½% of the land at the time of such transfer :

Provided further that in the case of any transfer or assignment subsequent to the or assignment the Lessor shall also have the right to revise the ground rent hereby reser first day of January of the year following the year in which thirty years from the da subsequent transfer or assignment shall be complete and thereafter at the end of each succes of not less than thirty years; provided that the increase in the rent fixed at each enhancem not at each such time exceed one half of the increase in the letting value of the site without at the date on which the enhancement is made and such letting value shall be assessed by the or Deputy Commissioner of Delhi : PROVIDED always that any such assessment of letting v the purpose of this provision shall be subject to the same right on the part of the Lessee o from the orders of the said Collector or Deputy Commissioner and within such time as if the sa an assessment by a Revenue Officer within the meaning of section 50 of the Punjab Land R Act, 1887 (Act XVII of 1887) and the proceedings for or in relation to any such appeal shall all respect governed by the provisions of the said Act in the same manner as if the same ha taken thereunder.

(e) The ground rent will be payable in advance in half yearly instalments on the 15th Ja and 15th July each year. The ground rent shall be payable for the full half year for the period the date of purchase of the grant of a lease of the site on the 15th January or 15th July next follo as the case may be and shall be paid by the purchaser at once at the time of such purchase.

I. The Lessee doth to the intent that the burden of the covenants may run with the s land and may bind any permitted assignee thereof hereby covenant with the Lessor as follows :—

(i) to pay the rent on the days and in the manner hereinbefore appointed for payme thereof and also to pay all taxes, rates and assessments that now are or may hereafte during the said term be imposed upon the said land or building erected thereon or upo the Lessor or the Lessee, his permitted sub-lessee or assignee in respect thereof, under any enactment for the time being in force ;

(ii) within the period of 24 calendar months next after the date of these presents the..... Lessee shall and will at his own expense erect and finish fit for habitation on the site hereby demised one building *single storeyed containing one residential flat or *double storeyed consisting of one or two residential flats in all with a barsati on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi, may authorise in this behalf together with all necessary outhouses, sewers, drains and other appurtenances in accordance with a plan or plans to be approved of in writing by the Chief Commissioner, Delhi or such officer or body as the Lessor or the chief Commissioner, Delhi may authorise in this behalf. And all the drains and sewers for the said premises shall be constructed, laid and connected to the satisfaction of the Chief Commissioner and the appropriate Municipal authority and in such position as shall be directed by the said Chief Commissioner or as may be required by the said Municipal authority.

(iii) before the buildings on the said site are occupied connect the same with the gravitating sewers and to lay on water to the said buildings in the manner directed by an officer appointed, by the Lessor in this behalf and to employ a plumber duly approved by the said officer to make and do all such connections and works; provided that when the sewage or water systems are not extended to the said house/quarter at the time the said buildings are occupied, the Lessee shall, within 30 days from the extension of the sewage and water systems to the said house/quarter, connect gravitating sewers and lay on water in the manner and according to the instructions and through the agency above mentioned;

*Score out which is not applicable.

(iv) to maintain the premises and all buildings thereon in sanitary condition according to the directions of the officer appointed by the Lessor;

(v) not to erect more than one building *single storeyed containing one residential flat or *double storeyed consisting of one or two residential flats in all, with a barsati on top, as may be approved by the Chief Commissioner, Delhi or such officer or body as the Lessor or the Chief Commissioner, Delhi may authorise in this behalf, except such outhouses and servant quarters as may be approved by the Lessor. Any servants quarters constructed by the Lessee shall not without any written permission of the Chief Commissioner, Delhi, be occupied or permitted to be occupied otherwise then by the bona-fide servants of the persons occupying the main building.

(vi) not without the written consent of the Chief Commissioner, Delhi, to carry on or permit to be carried on, on the said land and buildings erected thereon during the said lease any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of a *single storeyed building consisting of one residential flat or a *double storeyed building consisting of one or two residential flats in all, with a barsati on a top, as may be approved for the locality or as provided in the building already erected on the said land;

(vii) not to sub-divide the said land or building erected thereon or an any part thereof without the prior permission of the Lessor in writing;

(viii) not to do or permit anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance or cause damage to occupiers of other property in the neighbourhood ;

(ix) to register all changes in the possession of the whole of the said land or of the building, thereon whether by transfer, succession or otherwise in the register kept in the office of the local authority having jurisdiction in the area in which the said land is situated (the expression local authority shall include the Delhi Improvement Trust) for this purpose within one calendar month from the respective dates of such changes (and if such changes are registered in the local sub-registry under the Indian Registration Act, 1908, within one calendar month from the date of registration in such-sub-registry) and if the Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid with the Lands Officer appointed by the local authority for this purpose, the Lessor may impose on him for each such case of neglect a penalty not exceeding Rs. 100 and the Lessor may in addition to the other remedies available to him under these presents enforce the payment of such penalties in the same manner as in the case of arrears of land revenue;

(x) That all persons acting under the orders of Lessor shall be at liberty at all reasonable time in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease;

(xi) The lessee and his successors and assignees shall on the determination of the lease on the expiry of the period of 99 years yield up the demised premises with all buildings erected thereon and landlords fixtures thereto, provided that the Lessor shall pay to the Lessee the value of the said buildings, and fixtures at the date of determination of the tenancy, such value to be determined in the absence of agreement, by a sole Arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940, and any statutory modification there of shall apply to any such arbitration. The Lessor may however renew the lease of the land after the expiry of 99 years on such terms and conditions as considered necessary by the Lessor;

(xii) If during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Lessor the Lessor shall at the expiry of a notice of fifteen days to the effect that the said premises are required for such purpose to be served upon the Lessee by an officer appointed by the Lessor in this behalf, be at liberty to take possession of the land together with all buildings, structures and appurtenances. The Lessee shall be

*Score out which is not applicable.

entitled to compensation in respect of the land, buildings and structures. The ... payable under this clause shall, in case of dispute, be determined by the Lessor ... officer as he may appoint for the purpose, as nearly as may be, in accordan... provisions of the Land Acquisition Act or regulations for the time being in for... the same and the decision of the Lessor or such officer shall be final and conclusi...

(*xiii*) Any sum of money due to or claimable by the Lessor in respect of the land ... demised shall be recoverable by the Lessor as an arrear of land revenue under the pro... of the Punjab Land Revenue Act, 1887 (XVII of 1887), and any amending Act ... time being in force.

II. If the yearly rent hereby reserved or any part thereof shall at any time be in arrea... unpaid for one calendar month next after any of the said days whereon the same shall have become ... whether the same shall have been demanded or not, or if there shall have been in the opinion of the L... or the Chief Commissioner of Delhi whose decision shall be final, any breach by the Lessee or by any p... claiming through or under him of any of the covenants or conditions hereinbefore contained and on his ... to be observed or performed then and in any such case it shall be lawful for the Lessor or any perso... persons duly authorised by him notwithstanding the waiver of any previous cause or right of re-entry ... any part of the premises hereby demised or of the building thereon in the name of the whol... re-enter and thereupon this demise and everything here in contained shall cease and determine ... the Lessee shall not be entitled to any compensation whatsoever, nor to the return of any pren... paid by him.

III. No forfeiture or re-entry shall be effected except as herein provided, without the permis... of the Chief Commissioner of Delhi and Chief Commissioner shall not permit such forfeiture or re-e... until the Lessor has served on the Lessee a notice in writing–

(*a*) Specifying the particular breach complained of ;

(*b*) If the breach is capable of remedy, requiring the Lessee to remedy the breach,

and the Lessee fails within a reasonable time from the date of service of the notice to remedy the brea... if it is capable of remedy; and in the event of forfeiture or re-entry the Chief Commissioner may in ... discretion relieve against forfeiture on such terms and conditions as he thinks proper.

Nothing in this clause shall apply to entry for breach of covenant against unauthorised sub-divisio...

In WITNESS WHEREOF the President of India has caused ..... on h... behalf to set his hand hereunto and the Lessee has hereunto set his hand the day and the year fir... above written.

The schedule above referred to.

Signed by .....
for and on behalf of President of India in
the presence of 1. .....
2. .....

Signed by .....
the Lessee in the presence of

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

Indian Press, Delhi—1955—20,000 F.

दिल्ली शासन

दिल्ली

Presented for registration at the office of the Sub-Registrar of Delhi
this ..... day of 19
between the hours of

Sub-Registrar, Delhi

Execution admitted by the said shri
who is identified by
witness No. is personally known to me.
Documents executants who
understands and admits them
as correct.

Having satisfied myself that this
was duly executed by
in his official capacity, his signature and
signatures are thereon
of the document

Sub-Registrar, Delhi

Madan Ved Rattan
B.A.
Advocate

KINGSWAY CAMP SHOP KEEPERS WELFARE ASSOCIATION (REGD.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110 009
TELE-FAX : 7217051

Ref. No. 145

Date 16/8/96

The Vice Chairman
Delhi Development Authority
Vikas Sadan, New Delhi-23.

Sub. : Status in relation to Re-development/demarcation/possession etc. for the 233 shops at Kingsway Camp, Delhi-110009

Sir,

We, the shopkeepers of Outram Line Main Bazar, Hudson Line Main Bazar, Mall Road-Hudson Line, Mall Road-Outram Line, Coronation/Mall Road of Kingsway Camp who have formed a registered body under the name and style "Kingsway Camp Shopkeepers Welfare Association" approach your goodself to seek your kind indulgence for long awaited appropriate action since various levels of Authority have miserably failed in performing their function for Kingsway Camp Re-development Scheme of 1971. Brief facts which deserve your kind attention in relation to redevelopment scheme are more or less is being kept in abeyance so far as the shops are concerned even after the shopkeepers have been charged for the premium towards additional land to be given are as under:

I Around 1950 the Ministry of Supply & Rehabilitation under a scheme so as to settle the displaced persons from West Pakistan (Refugees) had allotted tenements, barracks and shops in the areas as mentioned. The areas of shop plots which were given to the displaced persons and proper documents in relation to the same were also executed were approximately 62 sq. yds. and 28 sq. yds. respectively. The control in relation to the land as regards record of possession and development at that time was with Land & Development office. Though the record as regards possession of the land remained with Land & Development Office but at some stage for day-to-day maintenance and development the area of Kingsway Camp was passed on to M.C.D. Around 1971 so as to give a proper shape to the area of Kingsway (residential as well as shops), a revised lay out plan of Kingsway Re-development Scheme was passed by Muncipal Corporation of Delhi Vide Resolution No.243 dated 7/5/1971 of the Standing Committee. Under the said scheme 2693 Nos. of residential plots i.e. (24 ft X 60 ft) alongwith 169 shops-cum-residential plots of size 15 ft X 60 ft and 64 shops of plots of size 10ft X 60 Ft were proposed.

II Thereafter the scheme of re-development of the area as mentioned was passed from M.C.D. to DDA vide letter No, 56(20)/75-IMP dated 26/5/76 issued by Ministry of Supply and Rehabilitation. Before any action regarding development under the re-development scheme could be taken the work relating to re-development of Kingsway camp was transferred back to M.C.D. from DDA vide letter No. 56(20)/75-IMP/SS II dated 17/4/78 addressed to the Commissioner, M.C.D. Though the action in relation to re-development of the scheme remained in abeyance for quite sometime but ultimately the re-development scheme was transferred back to DDA on 20/7/1982.

KINGSWAY CAMP SHOP KEEPERS WELFARE ASSOCIATION (REGD.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110 009
TELE-FAX : 7217051

Ref No. .....

Date .....

III As a matter of fact is was only around 1983 demolition of residential tenements, barracks in the area was started and completed as well. Thereafter demarcation of the residential plots as decided under the re-development Scheme of 1971 was duly carried out and development works were also taken in hand in residential area. As the position stands on date the development works in the residential area have been completed in all respects and almost all the houses have been constructed and completed since 1990.

IV On the other hand as regards the area under 233 No. of shops no development work whatsoever till this day has been carried out thus discriminating us from the owners of residential plots in the same area though falling under the re-development Scheme of 1971. In this regard there has been quite many representations by different groups of shop owners to your goodself and the concerned Minister followed by even personal meeting by the office bearers of the Association. Ultimately a decision was taken around 19/7/94 by DDA to allot additional land to the owners on the rear side of the existing shops Rs. 514/- per sq. yard (premium) together with interest 18% per annum form 1/10/1987. The said demand of premium Rs. 514/- per sq. yard was accepted by the shopkeepers but, however, we have been protesting all through in relation to the Interest should to be charged @ 18% per annum from 1/10/1987. It was for the reason that never earlier to 19/7/96 any demand was ever made by DDA for the additional land. Besides this the rate of interest sought to be charged is quite excessive.

However, it shall not be out of place to state that inspite of protests in relation to charging of Interest quite many shop owners have deposited the premium chargeable for the additional land alongwith interest as well naturally UNDER PROTEST.

V Inspite of the fact that the re-development scheme for Kingsway Camp is of the year 1971 and required action for the complete residential area has already been taken, still till this day inspite of numerous representations and personal meetings not time bound programme for re-development of area in relation to shops has been available/ensured. Besides this no demarcation of additional land with respect to the shops has been carried out and in the process actual /legal physical possession of the same has also not been handed over to the shop owners inspite of the fact that they have paid for it when DDA raised the demand.

VI As the position is in the absence of actual demarcation of additional land, actual handing over of the possession of additional land, actual execution of lease deed in relation to the said additional land, actual execution of lease deed in relation to the said additional land sanction of plan for proper construction and development of existing shops is not being allowed by DDA. This ultimately is leading to a situation that though we have been charged the premium for the additional land but DDA is consistently failing in performing its function of re-development of the area, handing over the actual/ legal possession of additional land and sanctioning the plans for further construction. You would kindly visualize that the cost of construction is increasing day by day and in the manner DDA is acting, all

105

KINGSWAY CAMP SHOP KEEPERS WELFARE ASSOCIATION (REGD.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110 009
TELE-FAX : 7217051

Ref No .....

Date 16/8/96

the shopkeeps would be unnecessarily subjected to additional expense towards construction to be carried out whenever it is made feasible.

VII The occasion for making this representation has arisen on account of the fact that the owners of the shop plot have developed a feeling as if they are being taken for a ride on account of whimsical functioning of DDA taking the things in a very casual manner and subjecting us to unnecessary harassment, inconvenience and further likely losses towards increase in price of construction etc. etc. Accordingly through this representation of ours, we take liberty to make a final request that immediate action be taken by DDA in relation to matters mentioned below without any further delay.

(i) Waiving the Interest sought to be charged @ 18% p.a. from 1987 onwards though the demand for the premium in relation to additional land was made by DDA only in 1994.

(ii) Demarcation of additional land which is to be made available to the owners of the shop plots.

(iii) Actual handing over of the possession of the additional land to owners of the shop plots alongwith execution of proper documents in relation thereto.

(iv) Issue direction for carrying out the sanction of plans according to bye laws for the complete area of shops plots including the existing area as well as additional land and thereafter allow further construction without demolishing the existing structure.

It is believed considering the complete facts and circumstances in its true perspective and looking to our sufferings for no fault of ours, an immediate action shall be taken within a reasonable period of 4 weeks.

This is however without prejudice to any other right or remedy available

Yours faithfully,

Signature

(NAME) Kuldip Singh

(DESIGNATION) President

Signature

(NAME) B.R. SAPRA

(DESIGNATION) Secretary

Signature

RAJEEV CHHABRA

(NAME)

G. Secretary

(DESIGNATION)

C.C : Lt. Governor of Delhi.

Private Sec.
Examiner Judicial Department
High Court of Delhi.

IN THE HIGH COURT OF DELHI AT NEW DELHI.

In re: Civil Writ 4365 /1996

Kingsway Camp Shop Keepers Welfare Association(Regd) .. Petitioners

Vs

Delhi Development Authority Respondents

MEMO OF PARTIES

Kingsway Camp Shop Keepers Welfare Association(Regd)
93-95 Mall Road, Kingsway Camp,
Delhi-110009. .. Petitioners

Vs

Delhi Development Authority
thr' its Vice Chairman,
DDA Vikas Sadan behind INA market,
New Delhi. Respondents

Dated: 7 /11/1996

Rajesh Lakhampal
(Rajesh Lakhampal)
Counsel for the Petitioners

Certified to be True Copy
Examiner Judicial Department
High Court of Delhi
Authorised Under Section 76
Indian Evidence Act

Par Private use.
Examiner Judicial Department
High Court of Delhi.

09.04.2001~

Present: Mr.K.P.Kapoor for the petitioner.~
Ms.Anusuya Salwan for the respondent.~

CW.No. 4365 & CM.7559/96~

Petitioner has filed this writ petition seeking a writ of mandamus, order and direction for demarcation of additional land that could be made available to the owners of the shops and for direction to hand over possession of the additional land along with execution of proper documents in relation thereto. The respondents have in the counter affidavit stated that vide Resolution No.21/94 dated 24.3.1994 it had been decided to allot additional land to all 233 shopkeepers having size of 100 sq.yds. Said resolution was passed in view of the representation of the Kingsway Camp Shop-keepers Welfare Association. Under the said resolution the additional lands were allotted to the shopkeepers @ Rs.514/- together with interest @ 18% p.a. from the date when this rate was fixed upto the date of payment.~

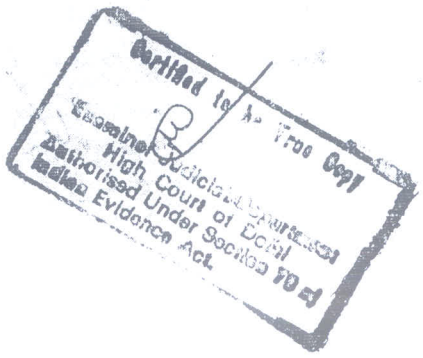
It is further averred in the counter affidavit that those allottees, who have deposited the price for the additional land along with 18% interest and furnished an undertaking of removal of unauthorised encroachment

beyond the area of their respective entitlement, had already been handed over additional lands and sub-lease had also been executed. Respondents have also filed an additional affidavit wherein the status report regarding the possession of additional land and amounts received has also been given. Nothing further thus survives in this writ petition, it would be open to the petitioner to approach the respondent/DDA for relief, subject to their complying with the payments for additional admissible land at the rate given together with interest @ 18% p.a.~

Writ petition stands disposed of.~

MANMOHAN SARIN, J.~

April 09, 2001
n.~



D.O.No:100(5)98-RN/3106/12454

ANNEXURE P-3

43

उपराज्यपाल
दिल्ली
LIEUTENANT GOVERNOR
DELHI

सत्यमेव जयते

राज निवास
दिल्ली-११००५४
RAJ NIWAS
DELHI-110054

15 Oct., 1998

Dear Shri Khurana,

I am happy to inform you that the long standing issue raised by the Kingsway Camp Shopkeepers' Association has been resolved. DDA has agreed to charge Rs.514/- per sq. yard instead of Rs.12,781/- for the additional land and also to amend the architectural control for the buildings falling in this redevelopment scheme.

With kind regards,

Yours sincerely,

Vijai Kapoor

Sh. Madan Lal Khurana
Minister for Parliamentary Affairs
and Tourism
Govt. of India,
New Delhi.

True Copy

DELHI DEVELOPMENT AUTHORITY
HOUSING & URBAN PROJECTS WING

No. SA/NZ/288F/1998/423P Dated: -9-98

SUB: Architectural control/standard drawing of shops, plots at Hudson/Outram Lines, Kingsway Camp, Delhi.

-.-.-. -.

The issue pertaining to the architectural control drawings for the shops, plots at Hudson Lines/ Outram Lines, Kingsway Camp area was discussed in the LG's meeting held on 1-9-98 and it was decided that the control drawing prepared by MCD will be followed for the sanctioning of the building plans.

Director(Bldg.), DDA is requested to see the decision while sanctioning the building plans for the above mentioned areas (copy of the decision is attached for reference).

10.9.98
(D.B. KALKAR)
SR.ARCHITECT (NZ)

Encl: As above

DIRECTOR(BLDG.)

Copy to:-

1. Addl.Commissioner(Area Plg.)-I along with a copy of the decision.

10.9.98
SR.ARCHITECT (NZ)

Dy.Director (B) C&I

F 7 (39) 99/Bldg

'C' Block, 2nd F.

Diary No - 571
Date ... 23.3.2000
Central Unit
Building Section, D.D.A.

To,

Shri S.S.Haske,
Senior Architect,
Municipal Corporation of Delhi,
(Architecture Department),
Nigam Bhawan, Kashmere Gate,
Delhi-6.

Sub: Issue of Standard/Control Design of plot size 10'x60' for the shop no. 26, Outram Line, Kingsway Camp, Delhi.

Ref: UO No. 100(3)2000-RN/450/479 dt. 10.3.2000 received from OSD to LG. addressed to Director (Bldg.)

Ref no. 1611 dt. 16.2.2000 received from Rajeev Chhabra, General Secretary, Kingsway Camp Shop-keepers Welfare Asso.(Regd.) addressed to Director (Bldg.)

....

May kindly refer the above mentioned letters alongwith representation, the photocopies of which are hereby enclosed for ready reference. I am hereby directed to convey that the control/standard drawings in r/o of plot no. mentioned above in the subject are not available with DDA. The Architectural Deptt. of DDA has informed Building Section that it was decided in LG&s meeting to allow the shop owners to adopt the MCD control drawings as in r/o plot with size 15'x60' in the same locality are already being provided by MCD as stated by the Petitioner in his representation addressed to L.G. ~~Delhi~~ Bhawan, you are requested to issue the control drawings of the plots with sizes 10'x60' as per LG&s order.

Dy. Director (B) C&I.

Copy to:

1. OSD to LG with ref. to his letter no.100(2)2000-RN/450/479 dt. 10.3.2000. and diary No 1699-P, dt. 9.3.2000.
2. Sh. Rajeev Chhabra, General Secretary, Kingsway Camp Shop-Keepers Welfare Asso. 126, Mall Road, Delhi-110009.

Director (B) C&I

COMMERCIAL LAND BRANCH

No. *100(169)2K/CL/ 2301

From Dy. Director (CL)
D.D.A.

To

Sr. Architect (N.Z)
Housing & Urban Project Wing
Vikas Minar, Delhi

Subject: Incorporation of latest Building Norms in the standard Control Drawings of Shop-cum-residence plots of 15'X 40' for the Redevelopment Scheme of Kingsway Camp, Delhi-110009.

Sir,

I am enclosing herewith copy of the letter no. 1566-76 dt. 5.6.2000 on the above cited subject. You are requested to take appropriate action in the matter and a suitable reply may be sent to Association with a copy to this office.

Encl: As above.

Yours faithfully

Dy. Director (CL)
D.D.A.

Copy to:

1. Sh. Rajeev Chhabra, Gen. Secretary, Shop-Keepers Welfare Association, 126, Hall Road, Kingsway New Delhi.

Dy director (CL)
DDA

दिल्ली नगर निगम

MUNICIPAL CORPORATION OF DELHI
(ARCHITECTURE DEPARTMENT)

Tel : 395-8711/21
395-8631/21

Nigam Bhawan,
Kashmere Gate,
Delhi-6.

No.D/ARCH/STD/ 526 - 528

Dated 10 MAY 2001.

The Dy. Director (B) C&I,
Building Section, Central Unit,
Delhi Development Authority,
C-Block, Second Floor,
Vikas Sadan, INA,
New Delhi.

REQUEST TO INCORPORATE ADDITIONAL F.A.R. IN THE STANDARD/ CONTROL DRAWINGS SIZE 15'x60' FOR THE SHOPS CUM RESIDENCE AT HUDSON LINE/MALL ROAD, KINGSWAY CAMP, DELHI-9.

Though the Standard Design (for Elevation Control) in respect of plot size 15'-0" x 60'-0" at Hudson Line/ Mall Road, Kingsway Camp stands prepared by M.C.D., the sanction of the Building Plans are processed by DDA. One copy of the Standard Plans is enclosed from which it will be seen that the Elevations is of a three-storeyed building because of provision of one Barsati at 2nd floor. Now, Kingsway Camp Shopkeepers Welfare Association has approached us to revise the attached Standard Plan according to current permissibility of F.A.R. i.e. 225 (photo-copy of letter dt. 07.05.2001 attached).

2. According to our perception, there is no need to amend the Standard Plan because owners are at liberty to design the internal Layout of rooms and spaces as per Building Bye-laws by maintaining the front elevation. This may please be confirmed.

252

(S.S. HADKE)
Senior Architect
10 MAY 2001

Encls:- As above.

Copy to:-

Sh. RAJEEV CHHABRA,
General Secy.,
Kingsway Camp Shopkeepers' Welfare Association,
126, Mall Road, Kingsway Camp, Delhi.

Internal:-

Addl. Comm. (Engg.) - - for kind information please.

ARCHITECT SECTION
Municipal Corporation of Delhi
Diary No. 2039
Date 24/12/02

दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY
विकास सदन
VIKAS SADAN
आई.एन.ए.
I.N.A, BLDG. SECTION
कमरा नं. 83 C & I
New Delhi-110023

No. DA/JD(Bldg.)2002/5064

To

The Chief Architect,
M.C.D., Nigam Bhawan,
Kashmere Gate, Delhi-110006.

दिनांक Dated 18/12/2002

Sub: Request to incorporate Addl. FAR in the Standard Control Drawing size 15'x60' for the Shop-cum-Residence at Hudson Line/Mall Road, Kingsway Camp, Delhi-9.

Ref: Your letter No. D/Arch/STD/2041-2042 dt. 16.8.2002.

*****

Representations have been received in this office from Kingsway Camp Shop-Keepers' Welfare Association wherein they have requested for modifications in the standard Control Drawings issued by MCD, copy of the representation is enclosed herewith for your consideration since the control is issued by your office.

Further for any clarifications in respect of Dev. Control Norms the same may be obtained from Dev. Control Wing of DDA.

15/12/2002
(J.B. Khadkiwala)
Jt. Director(Bldg.) C&I
D.D.A., Vikas Sadan.

Encl: As above.

Copy to: (i) Director(Bldg.) for kind information.
(ii) Sh. Rajeev Chhabra, Gen. Secretary, 126, Mall Road, Kingsway Camp for information and request to persue the case with MCD.

Jt. Director(Bldg.) C&I

Architect
S. Bhanka
24/12
26/12/02

दिल्ली नगर निगम

MUNICIPAL CORPORATION OF DELHI
(ARCHITECTURE DEPARTMENT)

Tel. 397-0020
395-8711

Nigam Bhawan,
Kashmere Gate,
Delhi-6.

No.D/ARCH/STD/333

Dated 03 APR 2003.

The Joint Director,
Development Control Wing,
Delhi Development Authority,
Vikas Sadan,
I.N.A. New Delhi.

ALLOWING/INCORPORATING ADDITIONAL F.A.R. IN THE STANDARD CONTROL DRAWING SIZE 15'x60' FOR THE SHOP-CUM RESIDENCE AT HUDSON LINE/ MALL ROAD, KINGSWAY CAMP, DELHI-9.

Reference this Office letter No.D/ARCH/STD/190 dated 23-01-03 and Joint Director's (Bldg.) C&I Nos. PA/JD(Bldg.)2002/5064 dated 18-12-02 (photo copy overleaf) and No.PA/JD(B)2002/136 dt. 10-01-03 on the subject cited above.

2. Since the clarification in respect of development control norms for the above size of plot is still awaited, therefore, you are again requested to send the same at the earliest possible.

(S. S. HADKE)
Chief Architect

Copy to :-

1. Sh. HARI OM GUPTA, O.S.D. to Chief Minister, (Public Grievances Cell), Delhi Sectt., : For kind information with regard to letter Nos.CMO/PGC/2002/7703 dt. 17-9-02 and No.CMO/PGC/2002/7807 dt.18-09-02.

2. Chief Town Planner. : For information.

3. Director (Bldg.), Building Sectrol Control Unit, DDA, Vikas Sadan, I.N.A. New Delhi. : With the request to direct the concerned officers for taking necessary action on priority basis.

4. Sh. RAJIV CHHABRA, Genl. Secretary, Kingsway Camp Shopkeepers Welfare Assc.,126, Mall Rd, Kingsway Camp, Delhi-110009. : For kind information with the request to pursue the matter with the DDA.

334

018212

Appendix –'E'
Form –1(Bye –Law No. 6.7.1)

FAR

DELHI DEVELOPMENT AUTHORITY
BUILDING SECTION

No. F13(39)04/Bldg/

Dated 6/4/04

To, Sh. Baldev Raj
Shop No. 6, Outram Line
Kingsway Camp Delhi – 110009

Sub: Sanction U/s 12 of the Delhi Development Act, 1957

Dear Sir/Madam,

With reference to your application dated 18-3-2004 for the grant of sanction to erect/re-erect/add to/alteration in the building to carry out the development specified in the said application relating to plot no. 6, Outram Line, Kingsway Camp Delhi – 110009

I have to state that the same has been sanctioned on 31-3-2004 by the D.D.A. subject to the following conditions and corrections made on the plans: -

1. The plans are valid up to 30 day of month 3 year 2006
2. The construction will be undertaken as per sanctioned plan only and no deviation from the bye-laws will be permitted without prior sanction. Any deviation done against the bye-laws is liable to be demolished and the supervising architect engaged on the job will run the risk of having his license cancelled.
3. Violation of building byelaws will not be compounded.
4. It will be duty of the owner of the plot and the Architect preparing the plans to ensure that the sanctioned plans are as per prevalent building bye-laws. If any infringement of the bye-laws remain unnoticed the D.D.A. reserves the right to amend the plans as and when the infringement comes to its notice and D.D.A. will stand indemnified against any claim on this account.
5. A notice in writing shall be sent to D.D.A. before commencement of the erection of the building as per bye-laws. Similar notice will be sent to D.D.A. when the building has reached up to plinth level.
6. The party shall not occupy or permit it to occupy the building or use or permit to be used the building or any part there of affected by any such work until occupancy certificate is issued by the authority.
7. D.D.A. will stand indemnified and kept harmless from all proceedings in courts and before other authorities of all expenses/loses claims which D.D.A. may incur or become liable to pay as a result or in consequences of the sanction accorded by it to these building plans.
8. The door & window leaves shall be fixed in such a way that they shall not, when open, project on any street.
9. The party will convert the house into dwelling units of each floor as per the approved parameters of the project and shall use the premises only for the residential purpose.
10. The building shall not be constructed within minimum mandatory distance, as specified in Indian Electricity Rules and as per the requirement of the Delhi Vidyut Board, from the voltage lines running on any side of the site.
11. The land left open on consequences of the enforcement of the set back rule shall form part of the public street.
12. The thickness of the outer walls will be maintained at least 0.23 mt.(9").
13. In order to avoid any discrepancy in the dimensions of plot allotted, you are advised to get the site re-demarcated from the office of Director (Planning) of the Projects before commencement of work i.e. Appendix "B" as per BBL clause- 7.2.1.
14. The basic level should be got ascertained from the concerned Executive Engineer.
15. Copy of the sanctioned building plan should be kept available at the site of the construction.
16. The owner will display board of minimum edge of 3 ft x 4 ft. indicating the following :
    i. Plot No. & Location... Shop No. 6, Outram Line, Kingsway Camp, N.D.-110009
    ii. Name of lesser/owner... Sh. Baldev Raj
    iii. Use of the property as per lease deed... Commercial
    iv. Date of sanction of building plans with No. F13(39)04/Bldg/ dated 31-3-2004
    v. Sanction valid up to... 30-3-2006
    vi. Use of different floors & area sanctioned;-

Contd....

AREA CHART :-

TOTAL PLOT AREA : 10'-0" x 60'-0" = 600 SQMTS 55.74 M²

PERMISSIBLE COVD AREA ON GROUND FLOOR 75% = 450 SQMTS A.F.R

DETAIL OF OPEN AREA

10'-0" x 8'-7½" = 86.25 SQFT

3'3" x 19'9" = 64.15

150.24

PROPOSED COVD AREA ON G.F

= 600.00 - 150.44 = 449.56 SQFT 41.76 M²

PERMISSIBLE COVD AREA ON F.F 75% = 450.00 SQFT = 41.81 M²

PROPOSED COVD AREA ON F.F = SAME AS G.F

= 449.56 SQFT = 41.76 M²

PERMISSIBLE COVD AREA ON S.F = 75% = 450.00 SQFT = 41.81 M²

PROPOSED COVD AREA ON S.F = SAME AS F.F

= 449.56 SQFT = 41.76 M²

PROPOSED COVD AREA ON BASEMENT :

10'-0" x 24'-1½" = 241.25 SQFT

7'-6" x 19'-9" = 148.13

389.38 SQFT = 36.17 M²

TOTAL COVD AREA = 449.56 + 449.56 + 449.56

= 1348.68 SQFT = 125.29 M²

PERMISSIBLE F.A.R = 225%

F.A.R ACHIVED = 1348.68 / 600.00 x 100 = 224.78%

AREA TO BE DEMOLISHED = 10'-0" x 20'-0" = 200 SQFT = 18.58 M²

PROPOSED BUILDING PLAN ON

SHOP NO. 06, OUTRAM LINE.

KINGSWAY CAMP, DELHI-110009

FOR DHRI. BALDEV RAJ.

Delhi Development Authority
Building Section (C&L)
SANCTIONED
Vide Letter No. PA(SZ)/2014
Dated 21-7-2014
Valid up to 30-1-2016
Assistant Engineer

SCALE : 1" = 4'-0"	DRG NO. : S-01
DATE :	DRN :
OWNER'S SIGNATURE	ARCHITECT SIGNATURE
	B. RESAPRA E-917 Main Bazar, Delhi-110009

DELHI DEVELOPMENT AUTHORITY
AREA PLANNING UNIT II
4TH FLOOR, VIKAS MINAR, N.D.

391

NO: F19(29)2000/MP/Pt./9-366 Date: 24.10.07

To

The General Secretary,
Kingsway Camp Shopkeepers'
Welfare Association(Regd.),
126 Mall Road, Kingsway Camp,
Delhi-110009

Sub: Regularisation of extra coverage and preparation of standard control drawings.

Sir,

This is with reference to your representation, addressed to Hon'ble L.G. dt. 20.8.07. This has been examined and it is observed that the main issue pertains to the regularisation of extra coverage in relation to the allotment conditions and lease deed as this is part of redevelopment scheme of DDA. The matter has been referred to the Land Disposal Wing for taking appropriate action. Thus you may approach Land Disposal Wing, DDA for necessary action.

24/10/07
(K.K. MARWAH)
DY. DIRECTOR(AP)II

Copy to:

1. OSD to LG w.r.t. Diary No. 5743P, dt. 20.8.07.
2. OSD to VC w.r.t. 2828-C, dt. 23.8.07.

रजि0 संख्या : 29332 दिनाक 2.4.96

Tel. : 9811147799

किंग्ज़वे कैम्प शॉप कीपर्स वैलफेयर एसोसिएशन (रजि.)

KINGSWAY CAMP SHOP-KEEPERS' WELFARE ASSOCIATION (REGD.)

(RE-DEVELOPMENT SCHEME OF D.D.A.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110009

E-mail : kingswayassociation@yahoo.com

Ref. No.

Date : .....

To,

Dated : 12th Feb., 2010

The Director (MPPR)
Delhi Development Authority
Vikas Minar
I.T.O., New Delhi-110002

Sub.: Reg. Development Control Norms for the Kingsway Camp Shop-Cum-Residential Plots

Dear Sir,

As per Modified layout Plan as per the 100 Screening Committee's decision held in 5-5-1995 under Item No. 149/95/SC the Kingsway Camp Redevelopment Scheme is being developed by the DDA. Under this scheme the Ground Floor is to be used for shops and Upper Floors will be used for the Residential use. The Development Control Norms were "Residential".

A decision taken in a meeting of Hon'ble L.G. Delhi that the Architecture Control for the buildings will be amended (D.O. Letter No. 100(5) 98-RN/3106/12454 dated 15/16 Oct., 1998. In this decision the control drawings prepared by the MCD will be followed for sanctioning of the building plans.

Under this scheme the for Modification of Layout Plan for Shop-cum-residential Plots in Outram Line & Hudson Line, Kingsway Camp, File No. PA/Dir. (AP)-1/95/12816 +F-15(10)88/CE for the development Control norms it is passed by the Screening Committee under para No. 3.4 heading "Development Control" it is stated "according to the approved Zonal Plan as and the contents of the authority resolution is to construct building on there plots by using Ground Floor for Shop and the First and Upper Floors for Residence building to be constructed as per building byelaws.

Under the master plan 2001 the applicable norms for the Mixed Land were Residential and the detail also been enclosed.

It is clearly shown that applicable control norms prevailing were Residential norms for our scheme at that time i.e. Governing Control norms for our shop-cum-residences are Residential Development Control Norms.

Subsequently MPD-2021 came into force and accordingly the development control norms for the mixed land use falls into the same category as per "Residential Control Norms" and having provision in which 90% ground coverage and 350 FAR, 15 meters height and zero front and zero rear set back.

Now when demanded from the authority they refused on the grounds that we are governed by standard control drawings. Now there is provision to amend the Standard control drawings as per the new development control norms as per MPD-2021 Page27-(xix).

Contd. page 2

389

10 सख्या 29332 दिनाक 24 96

Tel. : 9811147799

60

किंग्ज़वे कैम्प शॉप कीपर्स वैलफैयर एसोसिएशन (रजि.)

KINGSWAY CAMP SHOP-KEEPERS' WELFARE ASSOCIATION (REGD.)

(RE-DEVELOPMENT SCHEME OF D.D.A.)

126, MALL ROAD, KINGSWAY CAMP, DELHI - 110009

E-mail : kingswayassociation@yahoo.com

Ref. No.

Date : .....

Also this area falls into the Influence Zone as is located on the both sides of the Guru Tegh Bahadur Nagar Metro Station, which is the major transport corridor and falls within 500 meters of this metro line. As per MPD-2021 page 14 & 15 we are eligible for enchanced FAR.

It is also to mention that our these streets have been declared as "Commercial Streets" as shown in Serial No. 61 & 65. According to MPD-2021 page 120 para No. 4 "On notification of Commercial Street/Area shall be considered as Local Shopping Centre as mentioned in chapter 5 of this plan " A plot owner/allottees of these commercial streets/areas shall have to pay special conversion charges at rates approved by the central government in respect of built up area used for commercial purposes provided that such built up areas shall not exceed the Residential Development Control Norms. This is one time facility for plot allottee owners in such commercial areas/streets and shall not be constitute as relaxation norms in future. This has been notified vide MUD (Delhi Div) Notification No. S.O. 2034 (E) dated 12-08-2008 and the authorities are collecting Conversion Charges based upon the above notification, which are being paid by concerned owners.

According to MPD-2021 Chapter 5 - 5.6.2 the LSC / CSE wil cater to day to day needs of the local population some areas developed prior to 1962 like Lajpat Ngr, Rajouri Garden, Tilak Ngr, Kamla Ngr, etc. having concentration of commercial activities may continue subject to condition prescribed under MIXED USE REGULATIONS. The existing built up commercial centres may be redeveloped if need be with ENHANCED FAR , subject to the payment of appropriate levies.

That is even if it comes in LSC but the development control norms will me "Mixed use regulations" which are according to MPD-2021 mixed use regulations Page No. 115 para 15.4 under the heading terms and conditions Para No. ii " Development Control Norms as applicable for the particular RESIDENTIAL USE will continue to be applicable, even if a plot and dwelling unit is put to mixed use.

Under the master plan MPD-2021 on page No. 120 this area shown under the List of Pre-1962 buildup residential and Rehabilitation colonies too.

You are therefore requested to kindly declare clearly our norms as applicable "RESIDENTIAL CONTROL NORMS" and to initiate the necessary work.

Thanking you

yours faithfully

For Kingsway Camp Shop Keepers Welfare Association (Regd.)

Rajeev Chhabra

Rajeev Chhabra
General Secretary

Contd. page 3

DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LAND BRANCH

File No. A5(154)91/CL/7350 Dated : 28/12/05

To,

Smt Sumita Chug
w/o Lalish Harikishan
Shop No 5
Mall Road Kingsway Camp
Delhi 9

Sub. : Allotment of Plot No. / Shop No. 5 at Mall Road Kingsway Camp, Delhi – 110 009. (Addl Land)

Sir,

In continuation to this office Demand Letter of even number dated 17/11/94 vide which you were to requested to make the payment amounting to Rs. 19532 on account of premium of Additional Land for 100 F.A.R. now the rates for 180 Additional F.A.R. have been finalized. Accordingly the balance payment of Additional F.A.R. is required to be paid you. The detail of which is given as under :-

1.	Premium of 80 F. A. R. of Additional Land measuring 38 Sq. Yads. (@ 514/- per Sq. Yads. for the year 1987 updated by @ 18% interest from 01-10-1987 to 31-12-2005)	=	Rs. 66963-00
2.	Documentations Charges	=	Rs. 45-00
3.	Ground Rent for first five years @ of Rs. 1 p.a.	=	Rs. 5-00
	Net amount to be paid	=	Rs. 67013-00

(Rupees Sixty Seven thousand thirteen only)

You are therefore, requested to deposit above-mentioned amount of difference dues within 30 days from the date of issue of this letter and also submit the 3rd copy of the Bank Challan.

ASSISTANT DIRECTOR (CL)

Copy to : Sr. A.O. (CL) for information and necessary action.

ASSISTANT DIRECTOR (CL)

MUNICIPAL CORPORATION OF DELHI

mcd Online
Visit us at : www.mcdonline.gov.in

CEIPT NO.: AC 18676

ne Sh Nand Kishore Sehgal
ess : 112 Mall Road
ntact No.:
rpose :

दिनांक/Date 10/12/10
विभाग/Department : B&S
क्षेत्र/Zone Civil Line

entioned amount received, will be credited to the concerned accounts.

Head of A/c	विवरण/Particulars	राशि/Amount
	Parking Charge	1075001
	Fine	~~3500/-~~ 37500/-
		1125000/-

)/Amount (In words) : One Lac Twenty Five Thousand कुल/Total

डीडी नं./Cash/Cheque/DD No. 337738 बैंक/Bank CBZ Mall Road शाखा/Branch : 10/12/10

स्वीकृत होने की स्थिति में।
subject to realisation/authorisation.

Signature of
Personnel Issuing Receipt
with Name & Designation

Self present

Form CI-1

दिल्ली नगर निगम
MUNICIPAL CORPORATION OF DELHI

mcd Online
Visit us at : www.mcdonline.gov.in

रीद /RECEIPT NO.: AJ 30324

म/Name : Sh. Parmod Kumar
ता/Address : S/o Ajay Kumar
म्पर्क/Contact No.:
द्देश्य/Purpose : 112, Mall Road Basement GTB Ngr

दिनांक/Date : 28/6/2010
विभाग/Department : B&S
क्षेत्र/Zone : CL2-

elow mentioned amount received, will be credited to the concerned accounts.

आशीर्ष/Head of A/c	विवरण/Particulars	राशि/Amount
Escrow	Conn. Charge for 2010-11	21404/-
	Regn. Fees.	1000/-
	Addl. FAR	140318/-
	Balance Parking	78011/-

राशि (शब्दों में)/Amount (In words) : Two Lac Fourty Thousand Seven Hundred Thirty Three कुल/Total : 240753/-
नकद/चैक/डीडी नं./Cash/Cheque/DD No. : बैंक/Bank शाखा/Branch :

चैक भुगतान स्वीकृत होने की स्थिति में। 217476 OBC
Cheques subject to realisation/authorisation.

MUNICIPAL CORPORATION OF DELHI

Visit us at : www.mcdonline.gov.in

द /RECEIPT NO.: AJ 30323

/Name : Sh. Parmod Kumar
/Address : S/o Ajay Kumar
र्क/Contact No.:
य/Purpose : 112, Mall Road Ground Floor

दिनांक/Date : 28/6/2010
विभाग/Department :
क्षेत्र/Zone : 8/9/9
CLZ

ow mentioned amount received, will be credited to the concerned accounts.

शीर्ष/Head of A/c	विवरण/Particulars	राशि/Amount
Encroachment	Conv Charge for 2010-11	21404/-
	Regn. fee	1000/-
		/

शि (शब्दों में)/Amount (In words) : Twenty Two thousand four hundred four only कुल/Total 22404/-

कद/चेक/डीडी नं./Cash/Cheque/DD No. : बैंक/Bank : शाखा/Branch :

क भुगतान स्वीकृत होने की स्थिति में।
heques subject to realisation/authorisation.

73199 Canara
217478 OBC

Signature of
Personnel Issuing Receipt
with Name & Designation

Staff Assocn

Form CI-1

दिल्ली नगर निगम
MUNICIPAL CORPORATION OF DELHI

Visit us at : www.mcdonline.gov.in

द /RECEIPT NO.: AJ 30322

/Name : Sh. Parmod Kumar
/Address : S/o Ajay Kumar
र्क/Contact No.:
य/Purpose : 112, Mall Road 1st Floor GTB Nagar D-9.

दिनांक/Date : 28/6/2010
विभाग/Department :
क्षेत्र/Zone : 8/9/9
CLZ.

low mentioned amount received, will be credited to the concerned accounts.

शीर्ष/Head of A/c	विवरण/Particulars	राशि/Amount
Encroachment	Conv Charge for 2010-11	21404/-
	Regn. fees.	1000/-
		/

राशि (शब्दों में)/Amount (In words) : Twenty Two thousand four hundred four only कुल/Total : 22404/-

नकद/चेक/डीडी नं./Cash/Cheque/DD No. : बैंक/Bank : शाखा/Branch :

चेक भुगतान स्वीकृत होने की स्थिति में।
Cheques subject to realisation/authorisation.

073200 Canara

29385

Table 4.3: Uses / Use Activities Permitted in Use Premises

Use Premises	Definition	Use/ Use Activities Permitted
* Residential Plot - Plotted Housing	A Premise for one or more than one dwelling unit and may have on it one main building block and one accessory block for garages and service personnel.	Residence, mixed use activity as per the Master Plan provisions/ Registered RWA/Society Office (50 sq.m.)
Residential Plot - Group Housing	A premise of size not less than 3000 sqm (2000 sqm. for Slum/ JJ rehabilitation) comprising of residential flats with basic amenities like parking, park, convenience shops, public utility etc.	Residential flat, mixed use activity as per the Master Plan provisions, retail shops of confectionery, grocery & general merchandise, books and stationery, Chemist, Barber, Laundry, Tailor, Vegetable Shop (On ground floor with an area up to 20 sqm. each). Community Room, Society office, Crèche / Day Care Centre, religious, Senior citizen recreation room, swimming pool.
Residential Flat	Residential accommodation for one family / household as part of group hou: ing.	Residence, mixed use activity as per the Master Plan provisions.
Residential Premises Special Area	A residential premise in Special Area.	As per Special Area Regulations
Slum/ rehabilitation	Residential accommodation provided JJ as part of slum area resettlement/ rehabilitation	As per Slum Area Redevelopment Regulations
Foreign Mission	A Premise for the foreign mission.	Foreign Mission and related facilities / offices (with max. 25% of FAR for residential component)
Hostel	A premise in which residential accommodation in the form of rooms is provided, usually attached to an institution, with or without dining facility.	Hostel, Old Age Home, Watch and Ward Residence (20 sqm), Service Shops of Barber, Laundry, Soft Drink and Snack Stall (max. 20 sq.m. each)
Guest House Lodging & Boarding House	A premise providing temporary accommodation for short durations.	Guest Rooms, Watch and Ward Residence (20 sqm), Service Shops of Barber, Laundry, Soft Drink and Snack Stall (upto 20 sqm each)
Dharamshala its equivalent	A premise providing temporary accommodation or for short durations.on no-profit basis.	Dharamshala, Service Personnel Shops of Barber & Laundry, Soft Drink & Snack Stall (upto 20 sqm each)
Rain Basera (Night Shelter)	A premise having the facility for providing the night accommodation to individuals without any charges or with token charges. It may run by local government or voluntary agencies.	Night Shelter and related facilities.
Farm House	A dwelling house on a farm.	Farm House, Watch and Ward Residence (up to 20 sqm)

* Pre 1962 plotted double storied flats shall be treated as Residential Plots.

* Bed and Breakfast accommodation may be a permissible activity in residential plot/ flat, if registered under the Scheme notified by Ministry of Tourism, GoI/ GNCTD from time to time.

4.4.3 CONTROL FOR BUILDING/BUILDINGS WITHIN RESIDENTIAL PREMISES

A. Residential Plot-Plotted Housing

Maximum ground coverage, FAR, number of dwelling units for different size of residential plots shall be as per the following table:

	Area of Plot (sq. m)	Max. Ground Coverage %	FAR	No. of DUs
1	Below 32	90*	350	3
2	Above 32 to 50	90*	350	3
3	Above 50 to 100	90*	350	4

4	Above 100 to 250	75**	300**	4
5	Above 250 to 750	75	225	6
6	Above 750 to 1000	50	150	9
7	Above 1000 to 1500	40	120	9
8	Above 1500 to 2250	40	120	12
9	Above 2250 to 3000	40	120	15
10	Above 3000 to3750	40	120	18
11	Above 3750	40	120	21

Notes:

1. The local body concerned shall be competent to disregard variation of upto 2% in plot size, arising from conversion of area from sq. yard to sq.m. and to grant the norms applicable to the lower category of plot size in accordance to para (ii) below.

2. *100% ground coverage shall be eligible for regularization of construction, already existing as on 22.09.06 on payment of charges as notified.

3. Minimum size of the residential plot shall be 32 sqm. However, in case of Government sponsored economically weaker section schemes, size could be reduced further.

4. **100% ground coverage and 350 FAR shall be eligible for regularization of construction already existing as on 22.09.06 on payment of charges as per the notification, in respect plot size between 100 to 175 sqm.

5. Permissible FAR and Dwelling Units shall not be less than MPD-2001 norms.

Terms and Conditions:

(i) The additional number of dwelling units would be subject to payment of levy for the augmentation of civic infrastructure.

(ii) The total coverage and FAR permissible in any plot in a category, shall not be less than that permissible and available to the largest plot in the next lower category.

(iii) Height:

The maximum height of the building in all plots shall be 15 metres.

(iv) Subdivision of plots is not permitted. However, if there are more than one buildings in one residential plot, the sum of the built up area and ground coverage of all such buildings, shall not exceed the built up area and ground coverage permissible in that plot.

(v) The mezzanine floor, and service floor, if constructed, shall be counted in the FAR.

(vi) Basement:

Basement shall not be counted towards FAR if used for purposes permissible under Building byelaws namely household storage and parking. Basement area shall not extend beyond the coverage on the ground floor as per permissible and sanctioned built up area, but may extend to the area below the internal courtyard and shaft. Basement if used in terms of Chapter 15.0. Mixed Use regulations shall count towards FAR and shall be liable to payment of appropriate charges, if it exceeds the permissible FAR.

(vii) Stilts:

If the building is constructed with stilt area of non-habitable height (less than 2.4m), used for parking, such stilt area shall not be included in FAR but would be counted towards the height of the building.

(viii) Parking:

Parking space shall be provided for within the residential plot as follows:

(a) 2 Equivalent Car Space (ECS) in plots of size 250-300 sq.m.

(b) 1 ECS for every 100 sq.m. built up area, in plots exceeding 300 sq.m., provided that, if the permissible coverage and FAR is not achieved with the above-mentioned parking norms in a plot, the parking norms of the preceding category shall be allowed.

(ix) Density:

For the purpose of density calculations, the dwelling unit shall be considered to accommodate 4.5 persons and the servant quarter to accommodate 2.25 persons.

(x) The minimum setbacks shall be as given in the following table :

S. No.	Plot size (in sq.m.)	Minimum Setbacks (in metre)			
		Front	Rear	Side(1)	Side(2)
1	Below 100	0	0	0	0
2	Above 100 and upto 250	3	0	0	0
3	Above 250 and upto 500	3	3	3	0
4	Above 500 and upto 2000	6	3	3	3
5	Above 2000 and upto 10000	9	6	6	6
6	Above 10000	15	9	9	9

(a) In case the permissible coverage is not achieved with the above-mentioned setbacks in a plot, the setbacks of the preceding category may be allowed.

(b) In the case of construction in the future, a minimum 2m x 2m open courtyard shall be provided for in residential plots of area of 50 sqm. to 100 sqm.

(xi) Number of servant quarters shall be provided as per approved layout plan and shall be constructed within the stipulated height. However, if the garage block space is merged with the main building, no separate servant quarter block or servant quarter, as part of main building shall be allowed. However, provision for a servant's room as part of the dwelling unit within the permissible coverage FAR shall be allowed.

(xii) Each servant quarter shall comprise of one habitable room of area not less than 11 sqm. floor area, exclusive of cooking verandah, bathroom and lavatory. The maximum size of servant quarter shall be 25 sqm. If larger in size, the servant's quarter shall be counted in density as a full dwelling unit.

(xiii) Plot owners / allottees seeking extra coverage, additional floor or part thereof, over and above Gazette Notification dated 23.07.98, as per above mentioned norms shall be charged betterment levy (or additional FAR charges) at the rates notified with the approval the Government from time to time. This is in addition to the levy payable on the additional FAR allowed vide notification dated 23.07.98 and over the FAR allowed vide notification dated 15.05.95.

(xiv) Plot owners / allottees seeking regularization of construction in terms of the additional coverage allowed under this notification, shall have to pay a penalty and compounding charges notified with the approval of the Government, over and above the betterment levy referred to in para (xiii) above.

(xv) Plot owners / allottees seeking regularization of additional height in terms of this notification, will have to pay penalty and special compounding charges notified with the approval of the Government, in addition to betterment levy referred to in para (xiv).

(xvi) The amount so collected be deposited in an escrow account by the local body concerned for incurring expenditure for developing parking sites, augmentation of amenities / infrastructure and environmental improvement programmes and a quarterly statement of the income and expenditure of the account shall be rendered by the local bodies to the Government.

(xvii) Encroachment on public land shall not be regularized and shall be removed before the local body grants sanction for regularization of additional construction or height.

(xviii) Every applicant seeking sanction or regularization of additional FAR and/ or height shall submit a certificate of structural safety obtained from a structural engineer. Where such certificate is not submitted or the Building is otherwise found to be structurally unsafe, formal notice shall be given to the owner by the local body concerned, to rectify the structural weakness within a reasonable stipulated period, falling which the building shall be declared unsafe by the local body concerned and shall be demolished by owner or the local body.

(xix) Standard Plans:

There are a number of standard building plans designed and approved by the Authority. Such plans shall continue to operate whenever applicable. Such plans shall be modified as per the applicable development controls.

B. Residential Plot -Group Housing

Minimum size of plot	3000 sq.m.
Maximum Ground Coverage	33.3%
Maximum FAR	200

acquired for construction of parking facilities, preferably, multi level parking. Development of such parking facilities may be done by either the traders association or by local bodies and may include public-private partnership as a model for implementation.

iv. On notification of a commercial street / area under this clause, such streets / areas shall be considered as local shopping centres as mentioned in Chapter 5.0 of this Plan. The plot owners / allottees on these commercial streets / areas shall have to pay special converse-on charges at rates approved by the Central Government, in respect of the built up area used for commercial purpose, provided that such built up area shall not exceed the residential development control norms applicable to the plot. This is a one-time facility for plot allottees/ owners in such commercial areas/ streets and shall not be construed as relaxation of the development control norms in future.

v. Any other condition that may be prescribed by Government from time to time.

vi. One time facility for all activities permitted in Local Shopping Centres shall be permissible in commercial streets and areas including multi-level parking. In addition, banquet halls shall also be permissible for which regulations may be prepared.

vii. Shops operating from basement on such streets may continue, subject to relevant provisions of building bye laws, structural safety and fire safety clearance. However if such use of basement leads to exceeding the permissible FAR on the plot, such FAR in excess shall be used subject to payment of appropriate charges prescribed with the approval of Government.

ANNEXURE I

LIST OF PRE-1962 BUILT UP RESIDENTIAL AND REHABILITATION COLONIES

1. Aliganj
2. Andha Mughal
3. Balbir Nagar
4. Bharat Nagar
5. B. K. Dutt Colony
6. Dishad Garden
7. Gandhi Nagar
8. Geeta Colony
9. Gulabi Bagh
10. Inderpuri
11. Jangpura - A
12. Jangpura - B
13. Jangpura Extn.
14. Jawahar Nagar
15. Kalkaji
16. Kamla Nagar
17. Karol Bagh
18. Kingsway Camp
19. Kirti Nagar
20. Kishan Ganj
21. Kishan Nagar
22. Lajpat Nagar - I to IV
23. Malka Ganj
24. Malviya Nagar
25. Mansarovar Garden
26. Model Basti
27. Model Town
28. Moti Nagar
29. Multan Nagar
30. Nanakpura
31. Nicholson Marg
32. New Rajinder Nagar
33. Old Rajinder Nagar
34. Outram Lines
35. Patel Nagar (E)
36. Patel Nagar (W)
37. Patel Nagar (S)
38. Pratap Nagar
39. Prem Nagar
40. Punjabi Bagh
41. Rajouri Garden
42. Rana Pratap Bagh
43. Ramesh Nagar
44. Ram Nagar
45. Rohtas nagar
46. Roop Nagar
47. Sarai Rohilla
48. Shahdara
49. Shakti Nagar
50. Sheikh Sarai
51. Shivaji Park
52. Subhash Nagar
53. Tilak Nagar
54. Timar Pur
55. Tihar - I & II
56. Vinoba Puri
57. Vijay Nagar

382

018212

Appendix –'E'
Form –I(Bye –Law No. 6.7.1)

DELHI DEVELOPMENT AUTHORITY
BUILDING SECTION

No. F13(39)04/Bldg/ Dated 6/4/04

To, Sh. Baldev Raj
Shop No. 6, Outram Line
Kingsway Camp, Delhi – 110009

Sub: **Sanction U/s 12 of the Delhi Development Act, 1957**

Dear Sir/Madam,

With reference to your application dated 18-3-2004 for the grant of sanction to erect/re-erect/add to/alteration in the building to carry out the development specified in the said application relating to plot no. 06, Outram Line, Kingsway Camp Delhi – 110009

I have to state that the same has been sanctioned on 31-3-2004 by the D.D.A. subject to the following conditions and corrections made on the plans: -

1. The plans are valid up to 30 day of month 3 year 2006
2. The construction will be undertaken as per sanctioned plan only and no deviation from the bye-laws will be permitted without prior sanction. Any deviation done against the bye-laws is liable to be demolished and the supervising architect engaged on the job will run the risk of having his license cancelled.
3. Violation of building byelaws will not be compounded.
4. It will be duty of the owner of the plot and the Architect preparing the plans to ensure that the sanctioned plans are as per prevalent building bye-laws. If any infringement of the bye-laws remain unnoticed the D.D.A. reserves the right to amend the plans as and when the infringement comes to its notice and D.D.A. will stand indemnified against any claim on this account.
5. A notice in writing shall be sent to D.D.A. before commencement of the erection of the building as per bye-laws. Similar notice will be sent to D.D.A. when the building has reached up to plinth level.
6. The party shall not occupy or permit it to occupy the building or use or permit to be used the building or any part there of affected by any such work until occupancy certificate is issued by the authority.
7. D.D.A. will stand indemnified and kept harmless from all proceedings in courts and before other authorities of all expenses/loses claims which D.D.A. may incur or become liable to pay as a result or in consequences of the sanction accorded by it to these building plans.
8. The door & window leaves shall be fixed in such a way that they shall not, when open, project on any street.
9. The party will convert the house into dwelling units of each floor as per the approved parameters of the project and shall use the premises only for the residential purpose.
10. The building shall not be constructed within minimum mandatory distance, as specified in Indian Electricity Rules and as per the requirement of the Delhi Vidyut Board, from the voltage lines running on any side of the site.
11. The land left open on consequences of the enforcement of the set back rule shall form part of the public street.
12. The thickness of the outer walls will be maintained at least 0.23 mt.(9").
13. In order to avoid any discrepancy in the dimensions of plot allotted, you are advised to get the site re-demarcated from the office of Director (Planning) of the Projects before commencement of work i.e. Appendix "B" as per BBL clause- 7.2.1.
14. The basic level should be got ascertained from the concerned Executive Engineer.
15. Copy of the sanctioned building plan should be kept available at the site of the construction.
16. The owner will display board of minimum edge of 3 ft x 4 ft. indicating the following :
    i. Plot No. & Location... Shop No. 6, Outram Line, Kingsway Camp, Delhi – 110009
    ii. Name of lesser/owner... Sh. Baldev Raj
    iii. Use of the property as per lease deed... Commercial
    iv. Date of sanction of building plans with No. F13(39)04/Bldg dated 31-3-2004
    v. Sanction valid up to.....
    vi. Use of different floors & area sanctioned:- 30-3-2006

Contd....

S.No.	Floor	Use	Area
	As - per - sheet		

vii. Name of architect & his address Sh. B.R. Sapra, 34, Main Road, Kingsway Camp

viii. Name of contractor & his address.....

17. The provision of the display board on the construction site is a mandatory requirement & non Compliance of the same will invite a penalty of Rs.5, 000/-.

18. It will be ensured that the construction/ work shall be carried out in such a manner that no disturbance /nuisance is caused to residents of the neighbourhood.

19. It will be ensured by the owner and the architect that during the construction of the building plans sanctioned shall satisfy the water harvesting requirement as well as waste water re-cycling system for building with minimum anticipated discharge of 10,000 litres and above per day of waste water , as stipulated under clauses 22.4.1,22.4.2 of RBL 1983(as notified in gazette of India dated: 31.7.2001)and the information given therein –(Applicable on plots of 100 sq. mts. and above).

20. As per notification no. 11011/9/98-DDIV. (Pt.)DDIB dated 21.11.01 of MOUD & PA ,G.O.I, form 'C'(Buildings Bye-law 27.2.2) and form 'D'(building bye- laws 7.2.3) will not be applicable. However as per this notification the owner his Architect /Engineer/ Supervisor shall give notice to the DDA in the Performa as per Appendix B-I on completion of work up to plinth level to enable DDA to ensure that work confirms to the sanctioned building plans and Building Bye-laws. Further completion –cum – occupancy certificate will be applied and obtained as per above Notification dated: 21.11.2001.

21. The building shall be constructed strictly in accordance with the sanction plan as well as in accordance with the certificate submitted jointly by the Owner/ Architect/Structural engineer for safety requirements as stipulated in clauses 18 of Buildings Bye- laws, 1983 and the structural design including safety from any natural hazards duly incorporated in the design of the building as per the Govt. of India Notification bearing no. SO 248(M) dated 21.3.2001.

22. The Malba during the construction will be removed on weekly basis. If the same is not done, and in that case the local body shall remove the malba, the cost shall be borne by the owner of the plot.

23. During construction it is mandatory the part of the owner to properly screen the construction site off the main road by means of erecting screen wall not less than 8ft. in height from ground level which is to be painted to avoid unpleasant look from the road side. In addition to this , a net or some other protected material shall be hoisted at the facades or the building to ensure that any falling material remains within the protected a. eas.

24. Noise related activities will not be taken up for construction at night after 10:00 PM.

25. The sanction will be void ab- initio if any material fact has been suppressed or mis-represented or if auxiliary conditions mentioned above are not complied.

Plot No. 06, Outram Line, Kingsway Camp N.D. 110009

Yours faithfully,

6/10/04

For: vice –chairman
Delhi Development Authority.

Encl.: One set of sanctioned plan.