

Phone : 26816190

# ASSOCIATION OF ENTREPRENEURS OF DDA SHEDS OKHLA PHASE I & II (REGD.)

Office : Mandir Complex, (Opp. C-93) DDA Sheds, Okhla Industrial Area, Phase-I, New Delhi - 110 020

## PRESIDENT :

Mr. Umesh Anand  
B-115, D.D.A Sheds,  
Okhla Phase - I  
New Delhi - 110 020  
Phone : 26813240, 9999034998

Commr. (Plg) - II

Diary No. BTI-18

Date.....

## GENERAL SECRETARY :

Mr. Praveen Sharma  
A-86, D.D.A. Sheds,  
Okhla Phase - II  
New Delhi - 110 020  
Phone : 26388388, 9811211828

R&D CELL  
VIKAS SADAN

Dy. No. 458

Date..... 25/1/12

Date :- 24.01.2012

To

Lt. Governor (Chairman DDA)

Govt. of NCT of Delhi

6 Raj Niwas, New Delhi - 110054

Sub:- Information under RTI Act, 2005

- Anamolies in Master Plan-2021

- Status of DDA sheds, Okhla Phase - I & II, New Delhi

Dear Sir,

In response to our RTI, Dy. Director ( AP-1) PIO vide its letter No. - SRO (Plg)

RTI/11/D-981 Dt. 12.12.2011 has informed that

"Status of layout Plan of DDA sheds, Okhla Industrial Area Phase - 1 & II is not known to us and does not form the part of record of this unit."

A copy of letter received is enclosed for your ready reference.

In this connection, we wish to place on record the followings for your kind perusal

- 1- That DDA sheds of Okhla Phase - I & II were built by DDA during 1980's and were allotted / auctioned as BUILT UP SHOPS with 100 % ground coverage.
- 2- That the lease deeds executed by DDA in favour of the allottees during eighties and nineties showed the area as COMMERCIAL . ( Representative Copy of Lease Deed enclosed )
- 3- That while converting the Lease Hold Sheds to Free Hold, DDA is charging conversion rates of COMMERCIAL PROPERTIES and not that of Industrial Properties.

Contd.....

-1-

The request of the Association is for consideration of their case as a part of Review of MP. As such, this may be seen by Dir(MP).

AD(P)IMR

21/1/12

Commr (Plg)

AC (AP)



# **ASSOCIATION OF ENTREPRENEURS OF DDA SHEDS OKHLA PHASE I & II (REGD.)**

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-2-

- 4- That the Sub Registrar , while registering the Conveyance Deed of Free Hold Sheds clearly mentions the type of property as COMMERCIAL ( Photocopy of representative conveyance Deed enclosed )
- 5- That the records / files of DDA sheds Okhla Phase – I & Phase – II are being handled in COMMERCIAL CELL of DDA , Vikas Sadan , New Delhi.

In light of the above facts , it is amply clear that DDA is treating these Sheds of Okhla Phase – I and phase – II as COMMERCIAL from day one of allotment.

As regards the master Plan – 2021 , we had gone through the same and observed that category of DDA Sheds of Okhla Phase – I and Phase – II did not existed in the plan , a major anomaly of Master Plan , away from ground realities . Upon our repeated requests / RTI / representations, the DDA issued a gazette Notification No. – S.O. no. – 683 (E) Date – 01/04/2011 covering therein redevelopment of DDA Sheds and granting FAR at par with bigger Industrial plots , which again was in contravention of existing status of DDA Sheds .

It is pertinent to add here that even within the Industrial Zone of Okhla Phase – I and Phase – II , commercial pockets are necessary to cater to the needs of various commercial activities in an organized manner . DDA Sheds of Okhla Phase – I and Phase – II New Delhi are smaller establishments with area ranging from 71.06 Sq. Mtr. to 120 Sq. Mtrs. having wide roads of 50-60 feet width and ideal for commercial activities.

Contd.....

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# **ASSOCIATION OF ENTREPRENEURS OF DDA SHEDS OKHLA PHASE I & II (REGD.)**

**Office :** Mandir Complex, (Opp. C-93) DDA Sheds, Okhla Industrial Area, Phase-I, New Delhi - 110 020

**PRESIDENT :**

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B-115, D.D.A Sheds,  
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Phone : 26813240, 9999034998

**GENERAL SECRETARY :**

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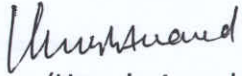
-3-

Now since due to many existing anomalies, the Master Plan – 2021 is under revision, it is requested that appropriate status of COMMERCIAL be Granted to DDA sheds of Okhla Phase – I and Phase - II, so that this anomaly may be rectified. Further FAR in line with Zonal plan of commercial areas be extended to DDA sheds of Okhla Phase – I and Phase – II, Which we presume is to be 400 % ( FAR which DDA is already granting in other commercial centres across NCT of Delhi )

An early action at your end will be highly appreciated.

Yours Faithfully

Yours truly

  
(Umesh Anand )

President

• Copy to

(1) Ministry of Urban Development, Nirman Bhawan, New Delhi

✓ (2) Vice Chairman, DDA, Vikas Sadan, I.N.A, New Delhi

(3) Sh. A. K. Manna Director (Plg), DDA, Zone F & H,

4<sup>th</sup> Floor, Vikas Sadan, I.N.A, New Delhi- 110002



Annexure 'A'  
Commercial  
Up Indl. Sheds)

1589  
I

**LEASE**

THIS INDENTUR made this 3rd day of March  
one thousand nine hundred and Ninety Six  
**BETWEEN the DELHI DEVELOPMENT AUTHORITY** (a body corporate constituted under the Delhi Development Act. 1957 (No. 61 of 1957) (hereinafter called 'The Lessor', which expression shall, unless the context required another or different meaning, includes its successors and assigns) of the one part and **Shri/Messrs. Kanhaiya Agarwal S/o** (hereinafter called 'The Lessee' which expression shall, unless the context requires another or different meaning, include his heirs, successors, executors, administrators, legal representatives and permitted assigns) of the other part,


Sd./D.N. Agarwal Atm. 15 Apt. A, BSA Flr East of Patal New Delhi-65.


WHEREAS the Lessor had invited/bids/tenders for the disposal of shed described in shed described in Schedule I hereunder written and the perpetual Lease Hold right in the land described in the Schedule II hereunder written upon the terms and conditions herein after appearing and contained.

AND WHEREAS the Lessee being the highest bidder/Tender for shed No. 95 Block C in Okhla Ind Area Phase I Thaving offered Rs. 4,93,00/- (Rupees Four Lacs Twenty Three Thousand) only as the disposal price including the premium of Rs. - (Rupees -) only as the disposal price including the premium of Rs. - (Rupees -) only for the said underneath the said shed and the said price, having been accepted and received by the Lessor along with all the dues in pursuance of the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations, 1968.)

NOW THIS INDENTURE WITNESSES that in consideration of the premium of Rs. 81,960/- (Rs. Eighty One Thousand Nine Hundred & 22 only) paid before the execution of these presents (the whereof the Lessor hereby acknowledges) and of the rent hereinafter reserved and covenants on the part of the Lessee hereinafter contained and on the faith and representation of the Lessee, the Leassor both hereby demise unto to Lessee all that Land unappurtanant to the Shed bearing No. 85 Block No. C containing by admeasurement, an area of 97.53 square meters; or there situated at Okhla Ind Area Phase I which land is more particularly described in the Schedule II, hereunder written and with boundaries thereof for general clearances has been delineated on the plan annexed to these present and thereon colored (hereinafter referred to as 'the said Land') together with all rights, easements appurtenances whatsoever to the said land belonging or appertaining to HOLD the said hereby demised unto Lessee and in perpetuity from 8th day of April one thousand nine hundred and Eighty Seven. YEILDING AND PAYING therefore yearly rent payable in advance of Rs. 20,491/- (Rupees Twenty Thous & Four Huns) OR SUCH OTHER enhanced rent as may hereinafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half yearly payments

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P93111577  
n Delh





Taking License No  
89311577  
in Del.



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Hundred Two 1 Two up  
10/11/85



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

PROVIDED further that the Lessor shall have the preemptive right to purchase the mortgaged or charged property after deducting fifty percent of the unearned increase as aforesaid.

7. The Lessor's right to the recovery of fifty percent of the unearned increase and preemptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.
8. Whenever the title of the Lessee in the said land is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respect therefor.
9. Whenever the title of the Lessee in the said is transferred in any manner whatsoever the transferor and the transferee shall within one calendar month of the transfer, give notice of such transfer in writing to the Lessor. In the event of the death of the Lessee, the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor.

The transferee or the person of whom the title devolves, as the case may be, shall apply to the Lessor with certified copies of the documents evidencing the transfer or devolution.

If the transferor and the transferee neglect to give notice of such transfer in writing to the Lessor, the Lessor may impose for each such case of neglect a liquidated damages amounting to Rs. 1000/- for first year and thereafter Rs. 1000/- for each successive year of part thereof such neglect.

10. The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charge and assessments of every description which are now or may at any time hereafter during the continuance of this Deed be assessed, charged or imposed upon the said land hereby demised or his shed or on the landlord or tenant in respect thereof.
11. All arrears of rent and other payments due in respect of the said land hereby demised or the shed hereby conveyed shall be recoverable in the same manner as arrears of land revenue.
12. The Lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.
13. The Lessee shall not without the previous permission in writing of the Lessor and also the sanction or permission in writing of the proper municipal or other authority erect or re-erect the sheds, make any alterations or additions either externally or internally to such shed.
14. The Lessee shall not without the written consent of the Lessor use or permit to be used the said land or the shed thereon for any purpose other than that of any manufacturing trade except abnoxious trade or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor, other allottee, of the sheds and persons living in the neighbourhood.



Local Administration Officer



b) in case this Deed has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.

19. The rent hereby reserved shall be enhanced from the first day of January, two thousand 2 seventeen and thereafter at the end of each successive period of thirty years, provided that the increase in the rent fixed at each such time shall not exceed 100 percent of that payable immediately before the enhancement is due.

20. In the event of any question, dispute of difference arising under these presents or in connection therewith (except as to any matters the decision of which is specially provided by these presents) between the lessor and the Lessee; the same shall be referred to the sole arbitration of the person appointed by the Lessor. It will be no Objection to any such appointment that the arbitrator so appointed is a Government Servant or Official of the Lessor and that he has to deal with the matters to which deed relates or that in the course of his duties as a Government Servant or as official of the Lessor expressed views on all or any of the matters in disputes or difference. The Award of Arbitrator so appointed shall be final and binding on the parties.

The Arbitrator may, with the consent of the parties, and enlarge the time, from time to time for making and publishing the Award.

Subject as aforesaid, the Arbitration Act, 1940 and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

21. All notices, orders, directions, consents and approval to be given under this Deed shall be in writing and shall be signed by such officer as may be authorised by the Vice-Chairman of the Lessor.

22. All powers exercisable by the Lessor may be exercised by its Vice-Chairman.

23. The Delhi Development Authority (Management & Disposal of Housing Estate) Regulations, 1968, as amended from time to time shall be deemed to be applicable to this Deed.

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

#### THE SCHEDULE ABOVE REFERRED TO

All that shed bearing No. 85 in Block No. C in  
Housing Estate at 97.53  
consisting of Shed No. C-86 sq. mtrs. situated  
in the Layout Plan of Okhla Indl. Area Ph. 5 and  
shown in the annexed plan marked red.

TOGETHER WITH all buildings, privileges, easements and appurtenances whatsoever to the said property or usually held or enjoyed therewith.

The boundaries of the property are as under :

NORTH	:	45' 0" B/W Road
EAST	:	45' 0" B/W Road
SOUTH	:	Shed No. C-86.
WEST	:	15' 0" S/W Road

*U. L. D. Singh*  
Lease Administration Officer  
Commercial Estate  
Delhi Development Authority



LDP

दिल्ली विकास प्राधिकरण  
Delhi Development Authority

FILE No.:—F47(1)87/CB

SHED NO- C-85

दुकान/स्टाल  
Shop/ Stall

ब्लॉक नं०  
Block No. C

बोचन

पाकेट नं०

सेक्टर नं०

SCHEME INDUSTRIAL SHEDS

Pocket No. NIL

Sector No. NIL

भूमि प्रयोग :—

LAND USE COMMERCIAL

OKHLA INDUSTRIAL AREA  
PH-I

EXIST. LANE  
15'-0" WIDE

ROAD 45'-0" R/W

SHED NO.  
C-85

SHED NO- C-86

ROAD  
45'-0" R/W

क्षेत्र : 97.53 Sqm  
Area

वर्ग मज/वर्ग मीटर/एकड़  
Sq. Yds/Sq. Mts./Acres

पट्टावारी/खरीदार  
LESSEE/VENDEE

PREPARED BY

दिल्ली विकास प्राधिकरण, नई दिल्ली  
Delhi Development Authority  
पट्टादाता/बिचने वाला  
LESSOR/VENDOR

DDA/PP

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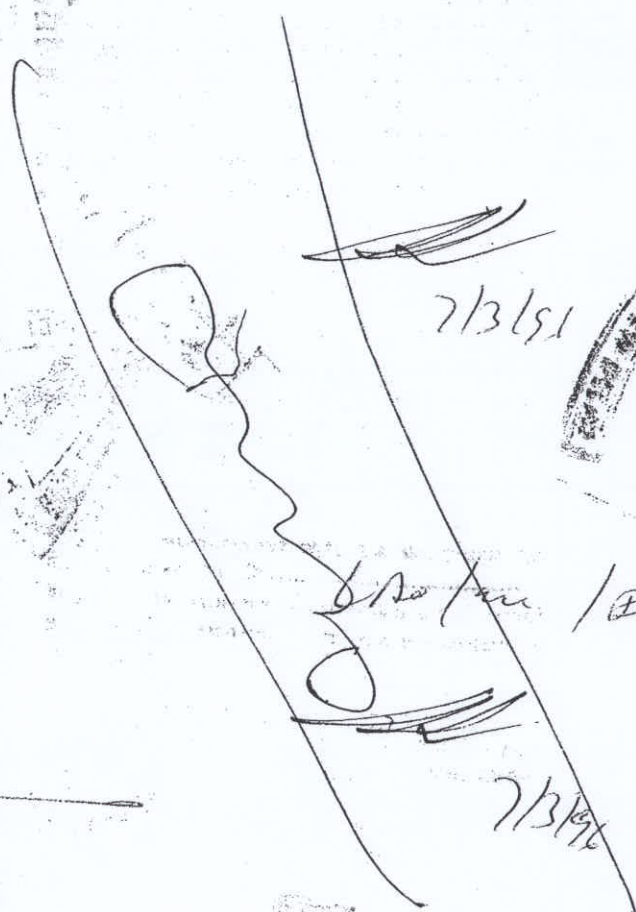
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7/3/51

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7/3/51



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7/3/51  
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File No. 29096 Dated 14/2/11  
Certified that the instrument is properly stamped under section 32 of the Indian Stamp Act. The stamp duty Rs. 1189/- Form to be used by other then Lessee where Transfer duty Rs. 1189/- has been Lease Deed has been executed. Total Rs. 2378/- Challan/Receipt deposited vide Treasury Challan/Receipt No. 16 Dated 14/2/11

DELHI DEVELOPMENT AUTHORITY

CONVEYANCE DEED

(On Power of Attorney Basis)

No.F47(22)1980/IMP

THIS CONVEYANCE made on this 13-11-11 day of between the President of India hereinafter called "The Vendor" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part and M/s Goldstone Products through its Partners (1) Shri Vijay Kumar Behal, (2) Shri Madan Lal Narula (3) Shri Gur Bachan Lal Grover, (4) Shri Krishan Lal Rahi & (5) Smt. Prakash Rani Kapur at 7820, Nai Basti, Bara Hindu Rao, Delhi 110006 through his/ her/Attorney Shri J. K. Jain S/o Shri Amar Chand Jain Resident of 180-D, Pocket-A3, Mayur Vihar Phase-III, Delhi-110092 herein after called the "Lessee/Sub-Lessee" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the Second part and Smt. Archana Jain W/o Shri J. K. Jain Resident of 180-D, Pocket-A3, Mayur Vihar Phase-III, Delhi-110092 hereafter called the "purchaser" (which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the third part.

WHEREAS by a Lease dated 27<sup>th</sup> February 1989 made between the above "VENDOR DESCRIBED THEREIN AS 'Lessor/Sub-Lessor' of the one part and above 'Lessee' described therein as 'lessee' of the other part and registered on 02.03.1989 in the office of Sub-Registrar, Delhi/New Delhi being Sl. No. 1967 in Book No.1 Vol. No.8342 at pages 127 to 129 (hereinafter referred to as the said Lease/Sub-Lease Deed) a shop measuring 71.06 Sq.mtr.. Situated at Okhla Industrial Area Phase-I, New Delhi being Shed No.B-105 was demised and assured unto the said Lessee/Sub-Lessee by way of Lease/Sub-Lease for a period of 99 year/Perpetual Lease/Sub-Lease subject to the limitations, terms/conditions mentioned therein.

AND WHEREAS the lessee M/s Goldstone Products through its Partners (1) Shri Vijay Kumar Behal, (2) Shri Madan Lal Narula (3) Shri Gur Bachan Lal Grover, (4) Shri Krishan Lal Rahi & (5) Smt. Prakash Rani Kapur at 7820, Nai Basti, Bara Hindu Rao, Delhi 110006 had executed power of attorney on 07.07.2000 appointing Shri J. K. Jain S/o Shri Amar Chand Jain Resident of 180-D, Pocket-A3, Mayur Vihar Phase-III, Delhi-110092 as his/her attorney authorizing him/her to sell the said property on his/her on his/her behalf. And whereas the lessee had given the possession of the purchaser of the property and now the said property is in the possession of the purchaser.

Wafar S  
Lease Administration Officer  
Commercial Estate  
Delhi Development Authority



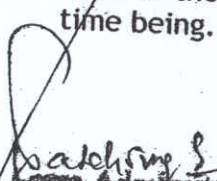
Archana



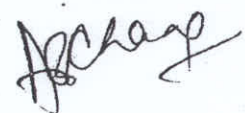
And whereas representing that the said Lease/Sub-Lease is still valid and subsisting, the said lessee/sub-lessee through his attorney has applied to the vendor grant to the purchaser reversionary interest of the Vendor in the said demised property lease out to him/her under the said lease deed and the Vendor has agreed to sell the reversionary interest in the said demised property to the purchaser subject to the terms/conditions appearing hereinafter.

Now this indenture witness that in consideration of the sum of **Rs.594312.00 (Conversion Charges) (Rupees Five Lacs Ninety Four Thousand Three Hundred Twelve Only)** paid before the execution hereof (the receipt whereof the Vendor hereby admits and acknowledges), the aforesaid representation and subject to the limitation mentioned hereinafter, the Vendor doth hereby grant, convey, sell, release, and transfer, assign and assure unto the aforesaid purchaser all the reversionary interest **in the shop CSC/ISC shop bearing Shed No.B-105 measuring 71.06 Sq.mtr.** Situated in **Okhla Industrial Area Phase-I, New Delhi Scheme** (hereinafter referred to as the said property), more fully described in the Schedule hereunder together, with all remainder, rents issues and profits thereof to have and to hold the same unto the purchaser absolutely and forever, subject to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say:-

1. The Vendor excepts and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at times for the Vendors, its agents and workmen, to enter upon all or any part of the property, search for, win, make merchantable and carry away the said mines and minerals found under or upon the said property or any lands adjoining to that of the Vendor and to laydown the surface of all or any or any part of the said property and any building under / upon or hereafter to be erected thereon and for that process making a fair compensation to the purchaser for damage done unto him thereby, subject to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of the said property and to all public rights or easement affecting the same.
2. "That notwithstanding execution of this deed, use of the property in contravention of the provision of Master Plan/Zonal Development Plan/Lay Out Plan shall not be deemed to have been condoned in any manner and Delhi Development Authority shall be entitled to take appropriate action for contravention's, past, present, or future, or Section 14 of the Delhi Development Act or any other law for the time being.
3. The purchaser shall comply with the drainage and other bye-laws of the appropriate Municipal or other Authorities in force for the time being.

  
Sachin S.  
Joint Administration Officer  
Commercial Estate  
Delhi Development Authority







4. If it is at any stage that this deed has been obtained by suppression of any fact or by any mis-statement, mis-representation, or fraud, then this deed shall become void at the option of the vendor, which shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the vendor in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.
5. That purchaser will at all times indemnify all claims and demands made and all actions and proceedings taken against the vendor by anyone in respect of the property or any part thereof on any ground whatsoever.
6. It is further declared that as a result of these presents, the Purchaser, from the date mentioned hereafter, will become absolute owner in respect of the said property and the Vender doth hereby release the purchaser from all liability in respect of rent reserved by and the covenants and conditions contained in the said lease/sub-lease deed required to be observed by the purchaser of the said demised property, excepts as stated herein above.
7. The stamp duty and registration charges upon this instrument shall be borne by the purchaser.
8. The transfer shall be deemed to have come into force with effect from the date of registration of this Deed.

IN WITNESS WHEREOF Sh./Smt. Fateh Singh, L.A.O.  
for and on behalf of any by the order and direction for the Vendor hereunto set his/her hand and Shri J. K. Jain S/o Shri Amar Chand Jain Resident of 180-D, Pocket-A3, Mayur Vihar Phase-III, Delhi-110092 attorney of Lessee M/s Goldstone Products through its Partners (1) Shri Vijay Kumar Behal, (2) Shri Madan Lal Narula (3) Shri Gur Bachan Lal Grover, (4) Shri Krishan Lal Rahi & (5) Smt. Prakash Rani Kapur at 7820, Nai Basti, Bara Hindu Rao, Delhi 110006 and Smt. Archana Jain W/o Shri J. K. Jain Resident of 180-D, Pocket-A3, Mayur Vihar Phase-III, Delhi-110092 the purchaser have hereunto, set his/her hand on the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

All that area of the shops being the Shed No.B-105 in the lay out plan of Okhla Industrial Area Phase-I, New Delhi Scheme and measuring 71.06 sq. mtrs. or thereabouts bounded as follows.:

Fateh Singh  
Deputy Administration Officer  
Commercial Estate  
Delhi Development Authority



Archana Jain



NORTH Shed No.132

EAST Shed No.106

SOUTH Road

WEST Shed No.104

Signed by Sh./Smt. Kate Singh  
L.A.O

For and on behalf of and by the order and direction of the President of India.



In the presence of :

1. Shri. Y. Ram  
D.A.

2. Signed by Shri. J.K. Jain

Kate Singh  
Administration Officer  
(VENDOR)  
Commercial Estate  
Delhi Development Authority

Prin  
(Attorney of the Allottee)

In the presence of :

1. Shri Yogender Ram  
D.A.

Signed by Shri/Smt. Archana Jain

Archana  
(Purchaser)

In the presence of:

1. Shri रवि शर्मा  
45/1 गेट-5 गिरीन देव

2. Shri R.B. Singh  
331 479 गिरीन देव



Deed Related Detail

Deed Name CONVEYANCE		CONVEYANCE DEED (DDA)	
<b>Land Detail</b>			
Tehsil/Sub Tehsil	Sub Registrar VII	Area of Building 0	बंग फुट
Village/City	Indl. Area Extn.	Building Type	
Place (Segment)	Indl. Area Extn.		
Property Type	Commercial		
Area of Property	0.00	0.00	0.00
<b>Money Related Detail</b>			
Consideration Value	594,500.00 Rupees	Stamp Duty Paid	23,780.00 Rupees
Value of Registration Fee	5,945.00 Rupees	Pasting Fee	100.00 Rupees

This document of CONVEYANCE

CONVEYANCE DEED (DDA)

Presented by: Sh/Smt.

S/o, W/o

R/o

POI

in the office of the Sub Registrar, Delhi this 15/04/2011 day Friday  
between the hours of

Signature of Presenter

Executed and presented by Shri /Ms. POI

and Shri /Ms. Archan Singh

*[Signature]*  
Registrar/Sub Registrar  
Sub Registrar VII  
Delhi/New Delhi

Who is/are identified by Shri/Smt/Km. Raju S/o W/o D/o Bhagwan R/o 4546 G no 5 ajee Ngr Delhi

and Shri/Smt/Km. B. Singh S/o W/o D/o S Singh R/o 33/479 Blk 33 Trilok Puri ND

(Marginal Witness No. II is known to me.

Content of this document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Date 19/04/2011

*[Signature]*  
Registrar/Sub Registrar  
Sub Registrar VII  
Delhi/New Delhi

*Archan Singh*

2TGs





# भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 568]

नई दिल्ली, शुक्रवार, अप्रैल 1, 2011/चैत्र 11, 1933

No. 568]

NEW DELHI, FRIDAY, APRIL 1, 2011/CHAITRA 11, 1933

दिल्ली विकास प्राधिकरण

अधिसूचना

नई दिल्ली, 1 अप्रैल, 2011

विषय: विद्यमान नियोजित औद्योगिक क्षेत्रों के पुनर्विकास के लिए विनियम और दिशा-निर्देश

का.आ. 683(अ).—दिल्ली विकास प्राधिकरण, दिल्ली विकास अधिनियम, 1957 की धारा 57 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार के पूर्व अनुमोदन से एतद्वारा विद्यमान नियोजित औद्योगिक क्षेत्रों के पुनर्विकास के लिए निम्नलिखित विनियम और दिशा-निर्देश बनाता है।

## 1. भूमिका

दिल्ली मुख्य योजना-2021 के पैरा 7.6 में विद्यमान नियोजित औद्योगिक क्षेत्रों के आधुनिकीकरण और उन्नयन का प्रावधान किया गया है।

ये औद्योगिक क्षेत्र 70 के दशक में विकसित हुए और इन वर्षों में इनकी भौतिक आधारिक संरचना खराब होती गई और कुछ मामलों में तो पूरे औद्योगिक क्षेत्र में कमियां आ गईं। इसके अतिरिक्त, कुछ क्षेत्रों में कार्यकलापों की प्रकृति में परिवर्तन रहे हैं और प्लॉटों के भाग का ऐसे कार्यकलापों के लिए उपयोग करने हेतु मांगे भी रही हैं, जिन्हें व्यावसायिक के रूप में वर्गीकृत किया जा सकता है। इस बात को देखने की आवश्यकता भी हो सकती है कि क्या उद्योगों/इकाइयों की बड़ी संख्या को समायोजित करने के लिए उप-विभाजन द्वारा छोटे प्लॉटों के रूप में और



## DELHI DEVELOPMENT AUTHORITY

## NOTIFICATION

New Delhi, the 1st April, 2011

*M. Raghunath Aroora***Subject : Regulations and Guidelines for Redevelopment of Existing Planned Industrial Area**

**S.O. 683(E).**—In exercise of the powers conferred by Sub-section (1) of Section 57 of the Delhi Development Act, 1957 the Delhi Development Authority, with the previous approval of the Central Government, hereby makes the following Regulations and Guidelines for Redevelopment of Existing Planned Industrial Areas.

**1. Introduction:**

Master Plan for Delhi-2021 under Para 7.6 envisages modernization and up gradation of existing planned industrial areas.

These industrialized areas were developed in the 70's and over the years, have deteriorated considerably in terms of physical infrastructure and, in some cases deficiencies on this score have persisted in an overall sense. Besides, there have been changes in the nature of activities in some of the areas and there have also been demands for using part of the plots for activities, which could be classified as commercial. There may also be a need to see whether further densification is possible in terms of creating smaller plots by sub-divisions to accommodate a larger number of industries/units. Guidelines for redevelopment of existing industrial areas shall be framed within 2 years by DDA in consultation with GNCTD and the local body. Till such time, the existing sub divisions may continue.

There is, therefore, a need for modernization and up-gradation of the existing industrial areas with due regard to environmental considerations. Since most of the industrial areas are located along the Mass Public Transport Corridors, there is also a need for optimizing the use around these areas through the process of redevelopment.

This process of up-gradation and redevelopment will need to be carried out in a planned manner, and in a public-private partnership framework, in which the entrepreneurs contribute to the betterment and subsequent maintenance through suitable Operation and Maintenance arrangements.

In view of the above stipulations, following guidelines have been framed.

**2. Norms for Redevelopment of Existing Planned Industrial Areas:****2.1 Redevelopment of Existing Planned Industrial Plots.**

- 2.1.1 To incentivize redevelopment, 1.5 times the existing permissible FAR shall be permitted on an individual plot of minimum 1000 sqm and above. For that purpose amalgamation of smaller plots shall also be allowed. The service lane can also be included in the schemes.

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however, no FAR shall be granted on this area but the same can be included for public areas like green, parking etc. in the overall schemes. In such redevelopment schemes on plots of 1000 sqm and above, development control norms of MPD-2021 (Table 7.3) for flatted group industries shall be applicable except FAR and Height (NR - No Restriction, subject to clearance from AAI, Delhi Fire Service and other statutory bodies). Amalgamation and reconstruction of industrial plots allotted under the scheme (s) framed pursuant to Supreme Court orders of 1996 & 2004 will not be permissible.

2.1.2 Comprehensive Redevelopment of the overall existing planned Industrial Estate/Area shall be permitted with 1.5 times the existing permissible FAR subject to land distribution as given in Table 7.2 of MPD-2021. Comprehensive redevelopment of part of the Industrial Estate/Area would also be permitted with incentive FAR with minimum area 4 ha. and above, subject to the following conditions : -

- a) The Ground Coverage, FAR and height to be as per the overall control conditions of the comprehensive scheme and other Development Controls shall be as per MPD-2021.
- b) Industrial Associations wherever possible would identify/provide area for common parking/Multi-level parking/essential common facility areas etc. within the scheme area.
- c) Front setback should not have boundary wall, so that it can be used for additional parking/road space.

## 2.2 Redevelopment of Existing Planned Industrial Sheds.

2.2.1 The development control norms of MPD-2021 (Table 7.3) as applicable on the individual plot shall also be allowed on an area allotted as an industrial shed. However, the setbacks shall not be insisted upon.

2.2.2 1.5 times the allotted area of sheds shall be permitted as incentive for the purpose of redevelopment through comprehensive planning of the area. The minimum plot area of amalgamated sheds for such purpose shall be 1000 sqm. In such redevelopment schemes on plots of 1000 sqm and above, development control norms of MPD-2021 (Table 7.3) for flatted group industries shall be applicable except FAR and Height (NR - No Restriction, subject to clearance from AAI, Delhi Fire Service and other statutory bodies).

2.3 **Redevelopment of Existing Planned Industrial Areas through sub-division of plots.** Master Plan - 2021 also realizes that the existence of smaller plots by subdividing the larger plots and has recommended to prepare guidelines for regularization of such sub-divisions. Accordingly, the owners of sub-divided plots shall collectively prepare and submit the Layout plan to Local Body for approval along with the required mandatory documents as per BBI/to the satisfaction of the Local Body.

After approval of the layout plan by the local body, the sanction of the building plan of individual plot shall be governed by MPD-2021 development control norms given in the Table 7.3.



### 3. Other Conditions applicable to all above mentioned categories:

- i. No Objection Certificate from Fire, explosives, environment departments and other statutory bodies.
- ii. Provision of all essential facilities e.g. ESS, Solid waste collection, facility area/open spaces and or the provision of CETP/disaster management plan to be examined/provided as per norms by Industrial Area Associations/Local body for the overall scheme.
- iii. Industrial activity shall be permissible on all floor of the plots.
- iv. Permissibility of basements to be as per clause 8(5) of Development Code of the MPD-2021.
- v. The concerned local body and the stakeholders will work out the mechanism for implementation of the scheme in timebound manner and subsequent maintenance through suitable Operation and Maintenance arrangements.

### Relevant Extracts from MPD-2021 related to the "Guidelines for Redevelopment of Existing Planned Industrial Areas"

#### 1. For Para 2.1.1 of the Guidelines

Table 7.3 : Development Control Norms

Use Premises	Maximum			Parking standard ECS/100 sqm of floor area	Activities Permitted	Definition
	Gr. Cov. (%)	FAR	Ht (m)			
Industrial Plot						
(i) 50 sqm. and below	100	200	8	2	Industrial units: unit retail sales outlet and administrative office upto maximum 10% of floor area on ground floor only; residential flat upto the maximum extent of 5% of the floor space or 50 sqm. whichever is less for watch & ward and supervision, incidental storage [---] related to the industrial activity, commercial activity as per footnote (vi).	A premise for industrial activity having upto 50 workers with non-hazardous, non-polluting performance.
(ii) 51 sqm to 400 sqm.	60	180	15	2		
(iii) 401 sqm and above	50	150	15	2		
Platted group Industry (Minimum plot size - 400 sqm.)	30	150	26	2	Industrial units: administrative office, watch and ward, maximum upto 5% of floor area or 20 sqm. whichever is less, storage related to the manufacturing activity, commercial activity as per footnote (vi).	A premise having a group of small industrial units having upto 20 workers with common services and facilities of non-hazardous, non-polluting nature.

#### Notes:

- (i) In case of plots upto 60 sqm. common parking shall be provided.
- (ii) In case of plots of size 500 sqm and above, the utilities such as E.S.S., underground water storage tank, roof top water harvesting system, separate dry and wet dustbins, solar heating/lighting system etc. shall be provided within the plot.
- (iii) Identified Service Centres shall be planned as per plotted industrial area norms.
- (iv) Development of IT hardware and software permissible under industrial use.
- (v) Banquet hall shall be permissible in Industrial premises subject to specifications regulations as may be prescribed, along with conversion charges as prescribed by the Government from time to time.
- (vi) Industrial units/plots abutting roads of 24m ROW and above shall be eligible for conversion to commercial use within the existing development control norms, subject to payment of conversion charges as prescribed by the Government from time to time, and cost of parking as decided by Government from the time to time. The activities permissible in local shopping



centres will be permitted in such plots. In addition, multilevel parking shall be permissible activity. However, this shall not be permitted on non-conforming / regularized industrial cluster. The above provision shall not affect the Supreme Court orders in any way.

## 2. For Para 2.1.2 of the Guidelines

Table 7.2: Norms for Land Distribution in Industrial Areas

S. No.	Use Premises	Percentage
1.	Industrial Plots (Net Area)	55-60
2.	Recreational: Buffer Zone, Parks, Water Bodies, Green under HT lines, etc.	10-12
3.	Commercial: Shopping Centre, Petrol Pumps, Guest House/Budget hotels, Lodging and Boarding, Service and Repair shops, Communication/Telephone Exchange, etc.	2-3
4.	Facilities <ul style="list-style-type: none"> <li>• Public and Semi-Public: Fire Station/Fire Post, Police Station/Police Post, Hospital/Dispensary, IIT/Polytechnic, Dharamshala, Night Shelter, Day Care Centre, etc.</li> <li>• Utilities: Electric Sub-Station, CETPs, Pumping Stations, Underground Reservoirs/Fire Fighting Tanks and other utilities, etc.</li> </ul>	8-10
5.	Transportation: Circulation, Loading/Unloading Area, Parking, ideal truck Parking, Goods Vehicle Parking etc.	18-20
	Total	100

[F. No. F. 17(5)2007/MP]

D. SARKAR, Commissioner-Cum-Secy.



DELHI DEVELOPMENT AUTHORITY  
AREA PLANNING UNIT-I, ZONE-'F' & 'H'  
4<sup>th</sup> FLOOR, VIKAS MINAR  
NEW DELHI - 110002

*Spud Post*

No.: SRO (Plg.)RTI/11/D-981

Date: 12-12/2011

To

Mr. Umesh Anand,  
President,  
B-115, D.D.A. Sheds,  
Okhla Ph. I,  
New Delhi-110020.

Subject: Information under RTI Act, 2005.

Sir,

This is with reference to your letter dated 2.11.11 addressed to Director (AP) I, received on 16.11.11 in this office. It is to inform that the status of layout plan of DDA sheds Okhla Industrial Area Ph. I and II as submitted by you is not known to us and does not form the part of record of this Unit. However, after examine our record following is informed:

- (i). The area under question partly falls in the layout plan of Okhla Industrial Area Ph. I and partly falls in layout plan of Okhla Industrial Area Ph. II, as per plan available in this Unit. The use of Okhla Industrial Area Ph. I & II is Industrial as per layout plan / Zonal Plan of Zone 'F'.

The appellate authority in this case is Sh. Sh. A.K. Manna, Director (Plg.) Zone 'F' & 'H' 4<sup>th</sup> floor, Vikas Minar, DDA, New Delhi-110002.

Thanking you.

Yours faithfully

*Keen*

Dy. Director (AP-I)/PIO  
IN - CHARGE



# MAP OF O.I.A., D.D.A. SHED, OKHLA PHASE-I & II

