

Director DY no. 7

DD (MP)'S Office

Diary No. 594

Date 27/2/12

MOST IMMEDIATE

30

Director (Plg.) MPD-2021
Dy. No. 338
Date 6-3-12



No. K-12011-7/4/2011-DD.IB

भारत सरकार / Government of India

Commr. (Plg.) - II
Diary No. I-162
Date 5-3-12

O.S.D. (F-1) 1050
Diary No. 1712
Date 1-3-12

शहरी विकास मंत्रालय / Ministry of Urban Development

निर्माण भवन / Nirman Bhavan

नई दिल्ली / New Delhi

Dated 27th February, 2012

To

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

Director (Plg.) MPR-2021
DDA Vikas Minar N. Delhi
Dy. No. I-391
Date 15-3-12

533-B
दिनांक 01-3-2012

Subject:- Families in Master Plan-2021 and Status of DDA sheds,
Okhla Phase-I & II, New Delhi.

Sir,

I am directed to forward herewith a copy of representation dated 24.12.2011 received from Association of Entrepreneurs of DDA Sheds Okhla Phase I & II on the subject cited above for appropriate action, under intimation to this Ministry.

Yours faithfully,

(Sunil Kumar)

Under Secretary (DDIB)

Tel.No.23061681

Encl. as above.

Director (Plg.) MPR/TC,
D.D.A. Vikas Minar N. DELHI-2
Dy.No. 1859
Dated 15-3-12

Pl. see if it is a part of Master Plan
Regularise for Planning Indenture

The issue raised in the enclosed representation is regarding considering their request of utilization of Indl. sheds in Okhla PH-I & PH-II for commercial use in mid term review of MPD-2021 which may be seen by Dir. (Plg.) MPR b/c

Dir. (MP)

Shadwin
10/3/12

MPD-2021
J.P. 13/3

Dir. (MPR)

12/03/12

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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

GENERAL SECRETARY :

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

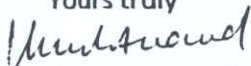
-3-

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. UNDER SECRETARY to the Govt. Of India.
Ministry of Urban Development (Delhi Division) 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,
4th Floor, Vikas Minar, DDA, New Delhi – 110002.

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Okhla Phase - II
New Delhi - 110 020
Phone : 26388388, 9811211828

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- 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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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

GENERAL SECRETARY :

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

Date :- 24.12.2011

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. - SRC (Mg)

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 in record 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.

PERPETUAL LEASE

Annexure 'A'
Commercial
Built up Indl. Sheds)

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 Kandhu Aggarwal S/o
Sd. D.N. Aggarwal, F.I.N. 15, Act. A, DDA Plot East of Block New Delhi-65.
(hereinafter called 'The Lessee' which
expression shall, unless the context requires another or different meaning, include his its
heirs, successors, executors, administrators, legal representatives and permitted assigns) of
the other part,

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. 85
Block C in Okhla Indl Area Ph. I Having offered Rs. 4,23,000/-
(Rupees) Four Lacs Twenty Three Thousand 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 and
60 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 repre
tation of the Lessee, the Lessor both hereby demise unto to Lessee all that Land unc
appurtenant to the Shed bearing No. 85 Block No. C
containing by admeasurement, an area of 97.53 square meter or there
situated at Okhla Indl Area, Ph. I which land is more partic
described in the Schedule II, hereunder written and with boundaries thereof for g
clearances has been delineated on the plan annexed to these present and thereon col
red (hereinafter referred to as 'the said Land') together with all rights easements
appurtenances whatsoever to the said land belonging or appertaining to H.O.D 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 thousand Four
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

Day License No
193111577
in Delhi



13087
3015
1607
4622
Four Thousand 4622
hundred and Two only
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.

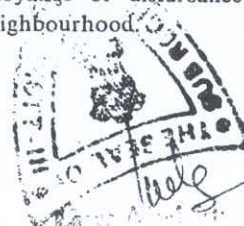
11. All arrears of rent and other payments due in respect of the said land hereby demised or the shed hereby conveyed shall be recoverable in the same manner as arrears of land revenue.

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 as

Trade except abominous 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.



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 8 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 47.53 sq. mtrs. situated
in the Layout Plan of Stable Yard, Phase F-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" 8/10 Road
EAST	:	11' 0" 8/10 Road
SOUTH	:	Shed No. C-86
WEST	:	15' 0" 8/10 Road

[Signature]
Deputy Administration Officer
Date: 10/10/17

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LDP

दिल्ली विकास प्राधिकरण
Delhi Development Authority

SHED NO- C-85

FILE No.:—F 47(1)87/CE

दुकान/स्टाल
Shop/ Stall

ब्लॉक नं०

Block No.

C

सेक्टर नं०

Sector No. NIL

योजना

SCHEME INDUSTRIAL SHEDS

पाकेट नं०

Pocket No. NIL

भूमि प्रयोग :—

LAND USE COMMERCIAL

OKHLA
PH-I

INDUSTRIAL AREA

N

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

दिल्ली विकास प्राधिकरण, नई दिल्ली
Delhi Development Authority

पट्टादाता/बेचने वाला
LESSOR/VENDOR

पट्टावारी/खरीदार
LESSEE/VENDEE

APL
PREPARED BY

DDA/PP

8

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Pl. Kanhigh Aggund
D.N. Aggund to Plot 15 PRT-D

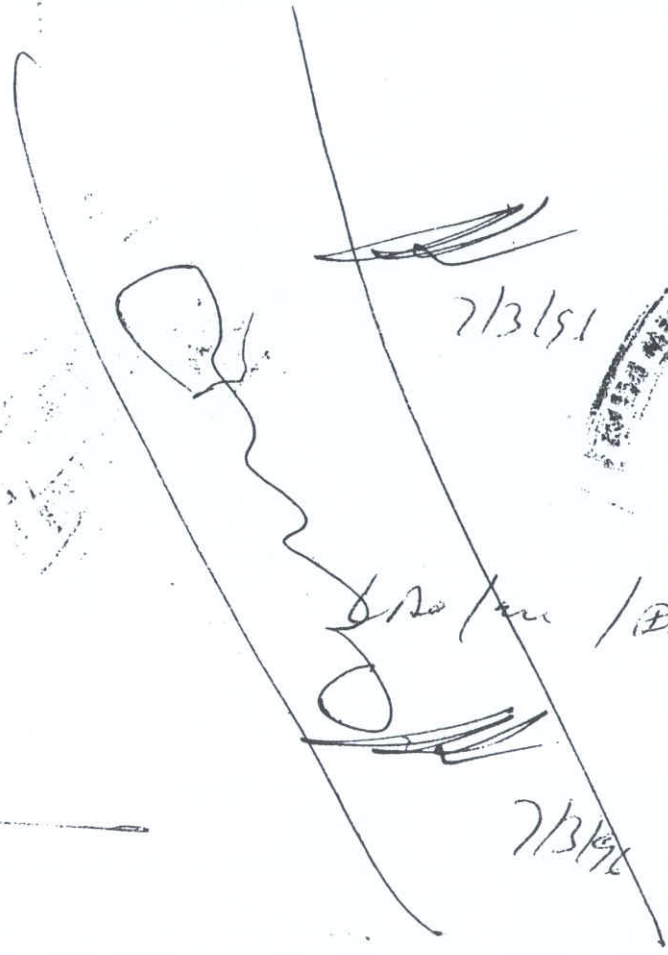
DDP Day
to 16 x Dec-6-

BT

7/3/51

Kandy Lal Jallu

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7/3/51



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7/3/51

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1589.

6 X

641

7/3/51

I

96-101 X

File No. 19096 Dated 14/5/11
Certified that the instrument is properly stamped under section 32 of the Indian Stamp Act. The stamp duty Rs. 1189/-
Transfer duty Rs. 23280/- has been deposited vide Treasury Challan/Receipt No. 16 Dated 14/5/11

DL/02/007/084544
6742 365

DELHI DEVELOPMENT AUTHORITY

Form to be used by other than Lessee where Lease Deed has been executed.

CONVEYANCE DEED

(On Power of Attorney Basis)

No.F47(22)1980/IMP

Collector of Stamps
New Delhi

THIS CONVEYANCE made on this _____ 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 **27th 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) **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.

Safeem S
Lease Administration Officer
Commercial Estate
Delhi Development Authority



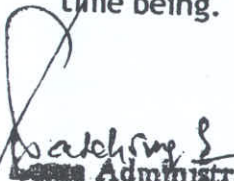
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And whereas representing that the said Lease/Sub-Lease is still valid and subsisting, the said lessee/sub-lessee through his attorney has applied to the vendor grant to the purchaser reversionary interest of the Vendor in the said demised property 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 No.15C 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.


Administration Officer
Commercial Estate
Delhi Development Authority





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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, LAC
for and on behalf of any by the order and direction for the Vender 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 **[REDACTED]** 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
Lease Administration Officer
Commercial Estate
Delhi Development Authority



Archana Jain

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NORTH Shed No.132

EAST Shed No.106

SOUTH Road

WEST Shed No.104

Signed by Sh./Smt. Kateh 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

Kateh Singh
Deputy Commissioner
Commercial Estate
Delhi Development Authority

Giri
(Attorney of the Allottee)

In the presence of :

1. Shri Yogender Rane
D.A.

Signed by Shri/Smt. Archana Jain

Archana
(Purchaser)

In the presence of:

1. Shri रतन लाल शर्मा
45/1 गेट नं. 5 अटल नगर रोड

2. Shri R.B. Singh
331/479 टिडल पुरी रोड

Deed Related Detail

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Deed Name CONVEYANCE		CONVEYANCE DEED (DDA)	
Land Detail			
Tehsil/Sub Tehsil	Sub Registrar VII	Area of Building 0	बर्ग फुट
Village/City	Indl. Area Extn.	Building Type	
Place (Segment)	Indl. Area Extn.		
Area of Property	0.00	0.00	0.00
Money Related Detail			
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 ajeet Ngr Delhi
and Shri/Smt/Km. B. Singh S/o W/o D/o S Singh R/o 33/475 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

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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

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						Definition
Use Premises	Gr. Cov. (%)	Maximum FAR	Ht (m)	Parking standard ECS/100 sqm of floor area	Activities Permitted	
Industrial Plot						
(i) 50 sqm. and below	100	200	3	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 T.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 order, in any way.

2. For Para 2.1.2 of the Guidelines

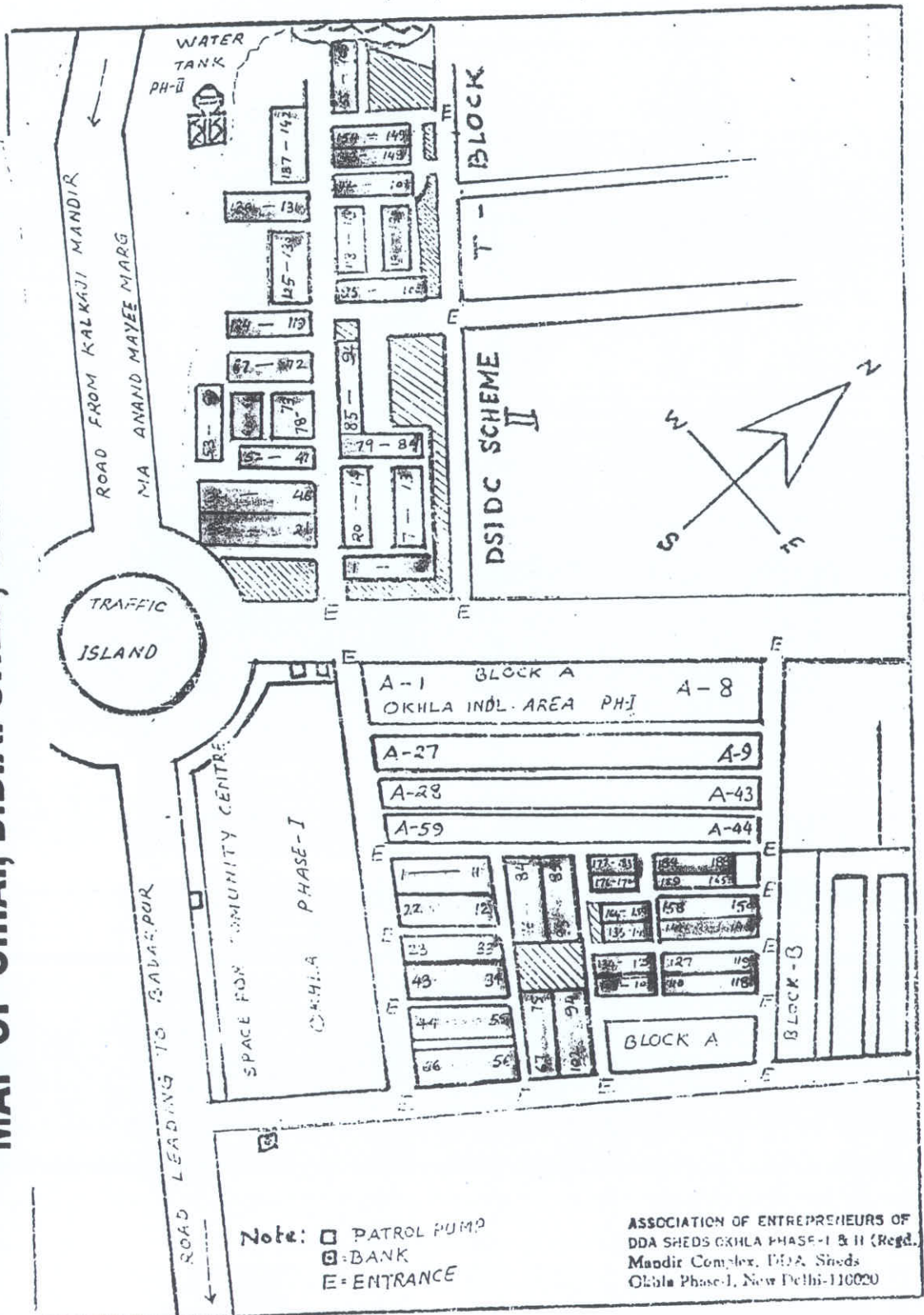
Table 7.2: Norms for Land Distribution in Industrial Areas

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"> • Public and Semi-Public: Fire Station/Fire Post, Police Station/Police Post, Hospital/Dispensary, IIT/Polytechnic, Dharamshala, Night Shelter, Day Care Centre, etc. • Utilities: Electric Sub-Station, CETTs, Pumping Stations, Underground Reservoirs/Fire Fighting Tanks and other utilities, etc. 	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.

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



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Spud Post

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

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' 4th floor, Vikas Minar, DDA, New Delhi-110002.

Thanking you.

Yours faithfully

Seitn

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

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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

GENERAL SECRETARY :

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

Dated: 02/11/2011

To,

Shri A.K.Manna
Director (Plg.) zone 'F' & 'H',
4th Floor, Vikas Minar,
Delhi Development Authority
New Delhi - 110002

[Handwritten signature]
4/11/11
Vikas Minar

Delhi
Authority
Estate

Sub: - Information under RTI Act, 2005

Dear Sir,

Kindly refer to your letter no. SRO (Plg.)RTI/11/D-981 dated 13/10/2011 the subject cited above.

In this regard, we are hereby submitting the lay out plan to showing the location of DDA Sheds at Okhla Industrial Area, Phase - I & II. Whatever information we have got, we are presenting before you. If you want more detail you may ask DDA Head Office, Vikas Sadan, INA, New Delhi.

We would like to mention here that DDA Sheds at Phase - I & II were built by DDA for Small entrepreneurs & were auctioned to them in middle of seventies as Commercial units. DDA is treating DDA Sheds as commercial units for Freehold purpose.

We hope that you find lay out plan submitted by us is in order to your satisfaction & looking forward for your reply on the point listed in my RTI Application dated 20/05/2011.

Thanking you,

Yours truly,

[Handwritten signature of Umesh Anand]

(Umesh Anand)

President

- Encl: - 1. Copy of RTI Application dt. 20/05/2011.
2. Letters received from DDA & Ministry of urban & Development, Nirman Bhawan, N. Delhi.

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**DELHI DEVELOPMENT AUTHORITY
AREA PLANNING-I, ZONE 'F' & 'H'
4TH FLOOR, VIKAS MINAR
NEW DELHI - 110002.**

No.: SRO (Plg.)RTI/10/D-981

Dated: 13/10 /2011

To,

Mr. Umesh Anand,
B-115, DDA Shed,
Okhla Phase I,
New Delhi-110020.

Subject: Information under RTI Act, 2005

Sir,

This is with reference to your letter RTI Appeal / application forwarded by Dy. Director (MP) to this office vide letter no.F20(163)2011/RTI/MP/Plug./211 RTI dated 7.9.11. In this regard, it is informed that DDA sheds are not earmarked in the approved layout plans of Okhla Industrial Area Ph. I & II, available in this office. Therefore, you may send the layout plan showing the exact location of sheds or visit this office on Monday or Thursday between 3.30 to 5.00 p.m. to identify the location of the DDA sheds on the approved layout plans, so that requisite information can be provided.

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

Thanking you.

Yours faithfully

Seeth

Dy. Director (Plg.) AP-I

IN CHARGE

Copy for information to:-

1. Director (Plg.)AP,Zone F&H.
2. Dy. Director (MP) w.r.t. letter dated 7.9.11.

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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

GENERAL SECRETARY :

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

Public information officer - under secretary(DD VI)

To,

Date : 18th May 2011

Ministry of Urban Development (Delhi Division)
Govt. of India
Nirman Bhawan New Delhi-110011

Subject : Application for information under RTI ACT - 2005

NAME OF APPLICANT : Umesh Anand

President

**Association of Entrepreneurs of DDA Sheds,
Okhla Phase-I & II (Regd.) Mandir Complex
(Opp. C-93, DDA Sheds) Okhla Industrial Area
Phase - I, New Delhi-110020**

Contact No. : 9999034998, 01126813240

Respected Sir,

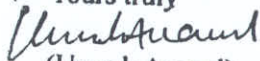
We hereby seek the undernoted information under provision of RTI Act-2005

Whether our DDA Sheds, Okhla Industrial Area Phase I & II falls under category commercial or Industrial. Please specifically clarify.

We are sure that as per the provision of RTI Act, we shall be provided the complete information of the above clarification with in the stipulated time period.

Thanking you

Yours truly



(Umesh Anand)

President

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No. 1287

भारत सरकार

Government of India

शहरी विकास मंत्रालय

Ministry of Urban Development

सरकार को की गई अदायगियों की रसीद

Receipt for Payment to Government

रसीद नं० बही सं० तारीख
Receipt No. Book No. 13 Dated 20/05/2011


श्री
Received from Shri. Umesh Anand

पता/Address B-115, DDA Sheds, GK Hda

के बाबत Phase-I, New Delhi-110020

On account of application fee under RTI Act, 2005

रुपये प्राप्त किए रुपये
the sum of Rupees Ten only Rs. 10/-


हस्ताक्षर/Signature
S.O. (P.I. Cell)