

C-4

Sl. No. 16
99

Minister of Urban Development

From: "Rajiv Desai" <rdesai@comma.in>
Date: 11 January 2012 16:07
To: <minister-mud@nic.in>
Subject: Master plan 2021
Dear Kamal Nath ji,

OFFICE OF UDM
Dy. No. 220
Date 10.1.12

KJ
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11/1
MCD

Renew

16/1

May I offer two points for your kind consideration:

1 Removal of Anomaly in Master Plan

PS to UDM

Under the new master plan, professionals can now rent premises in residential areas purely for office purposes and that there is no restriction in terms of the roads in A and B colonies where they can open offices.

When we met on January 02, 2012, I drew your attention to the anomalous clause 15.8 (ii) which says that in a plotted development with multiple dwelling units, professional activity shall be permitted on any floor subject to a maximum of 50 per cent of the permissible or sanctioned FAR, whichever is less, of each dwelling unit. Now this means that only half of each unit can be used for office purposes.

I understand that this outdated clause could have been simply overlooked in the drafting of the new master plan. Now that professionals can rent residential premises solely for office purposes this clause (15.8 (ii)) not only irrelevant but is confusing and contradictory.

To put it in a nutshell, no one can rent half a dwelling unit and once you've rented the whole thing it doesn't make sense to leave half unused. I would be very grateful if you could look into this issue and correct the anomaly. Already, DDA & MCD officials have visited my office and have threatened to issue a notice based on that very clause.

2 Inclusion of Jhandu Singh Marg in Master Plan

My office, on Jhandu Singh Marg, A-1/288, Safdarjung Enclave, New Delhi – 110 029 was permanently de-sealed by the MCD with the approval of the monitoring committee. And yet DDA has threatened to issue a notice of eviction. More recently, on December 20, 2011, some MCD officials appeared in my office with a "Challan" for the same reason. This is because, under clause 15.8 (II), we are supposed to use just 50 percent of the space for professional activity.

As mentioned above, this is an untenable clause because no professional will rent just half a dwelling unit. But even more anomalous is the fact that the MCD and the monitoring committee have specifically de-sealed my offices under the professional's category the DDA is threatening to evict me under clause 15.8(ii) and MCD officials threatening to issue a challan to me. One arm of government says its okay; then, another one comes along and says the opposite. I'm sure you will agree it is a tangle for which no professional should have to suffer.

Secy. (UD)"

I have a suggestion: if you include Jhandu Singh Marg as a Master Plan Road, the situation will be rectified. I might add the entire eastern side of the road is taken up by the AIIMS Trauma Care Centre, a huge, newly built emergency medium hospital. In addition, on the western side, just south of my office, is a large post office, the National Disaster Management Authority and then there is the Kamal Cinema market complex. Further to the south is a huge NDDB office building and the Delhi Police Public School.

In other words, between the trauma centre and the various other commercial buildings, the road cries out to be included as a Master Plan road. You will agree that the existence of the trauma centre, the market, the National Disaster Management Authority, a school and the NDDB office keeps the road busy throughout the day. There are only a few residential buildings on the road and most of them are either guest houses or health centers.

I hope you will take cognizance of my submission and act upon the two points raised.

With my warm regards,

Yours sincerely,

Pl send to DDA after checking suitably

Rajiv Desai
Chairman & Chief Executive

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ASLUP

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DS (UD)

US (DDA)

18/1/12

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