

No.L/1/9/MSB Association/2016/280

Dated: 16/09/2016

To,

The Apartment Owners' Association/ Lessee(ex-lessee)/
Promoter / Builder(as per list attached)

Subject : Execution of Deed of Apartment – regarding

Sir,

In pursuance to the judgment passed by the Hon'ble High Court of Delhi in the matter of WP © No.1959/2007 – O.S. Bajpai Vs The Administrator (Lt. Governor of Delhi) and subsequent modified order dated 13/7/2012, it has been decided by the Govt. to execute Deed of Apartment in respect of flats / apartments of the multistoried group housing situated on the land leased by Govt. of India & constructed with the approval of this office subject to fulfillment of the following conditions:-

- (i) The Deed of Apartment will be executed only after realization of government dues since the Hon'ble Court never ruled out recovery of legitimate charges.
- (ii) In case of re-entered properties all the pending dues for the entire building including charges/penalties for withdrawal of re-entry has to be paid by the lessee/builder/ apartment Owners/ Association/ Promoter. However, in case there is no lessee/Promoter/ Builder/ Developer available or they are unwilling to pay, the Association of apartment owners should make the required payment due to the Govt.
- (iii) Where the premises is on leasehold tenure, the apartment owners will be considered as lessee in respect of respective flat and will be governed under the existing set of lease administration.
- (iv) In case the lessee comes up for making the land freehold, the land can be made freehold after charging all dues, conversion charges etc. and thereafter the property can be made freehold in the name of lessee with a condition that the lessee will transfer the freehold rights of the apartment to the individual apartment owners along with the pro-rata rights in land underneath the building.

- (v) Each apartment owner may apply for signing of Deed of Apartment in the prescribed format to execute the Deed of Apartment under The Delhi Apartment Ownership Act. In case of leasehold lands, the ownership of land will continue to be with L&DO/Govt. As and when the apartment owner applies for freehold rights of apartment, under the existing conversion policy, the same could be made freehold after charging all the government dues as applicable.
- (vi) In the event where the lessee/the builder/promoter/developer is not available and where the lessee/builder/promoter/developer are not coming forward to make the allotted land freehold, then the apartment owner may approach to the Competent Authority for execution of Deed of Apartment/Conveyance Deed, as the case may be.
- (vii) Other requirements of this office i.e. affidavit for recovery of differential charges due to revision of land rates and undertaking pertaining to title etc. will be submitted separately by the apartment owners.
- (viii) The applicant i.e apartment owner should give an affidavit sworn before the 1st Class Magistrate to the effect that no court case/ litigation is pending in any court of law with regard to the property/ apartment under reference.
- (ix) The apartment owner should give Public Notice for a period not less than 30 days in Two major News Papers (one National English Daily and another National Hindi Daily) for wide circulation in the prescribed format of Land and Development Office duly signed by competent officers to call upon any parties/persons who have any stake or interest in property, dispute/grievances with respect to the property in whole or individual apartment.
- (x) That the applicant while applying for Deed of Apartment will furnish the address and other details of the Lessee/ Builder/ Promoter/ Developer to enable Land and Development Office for the purpose of sending mandatory notice to them and ask to be present for signing tripartite Deed of Apartment. The applicant will be first Party, Lessee/Promoter/ Builder/Developer will Second Party and L&DO will be the Third Party to this Deed of Apartment.

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17

- (xi) The Lessee/ Builder/ Promoter/ Developer will be given 30 day time to respond/object to the notice given by Land and Development Office and in case no communication is received within that time, steps for execution of Deed of Apartment directly to the Apartment owner will be initiated by Land and Development office.

- (xii) The applicant/apartment owner shall also submit an Indemnity Bond in the prescribed format of Land and Development Office to the effect that the Lessor remain indemnify to any harm/loss which will occur in future due to execution of Deed of Apartment and the indenture is liable to be cancelled in such events by L&DO.

2. The Apartment purchaser or owner is required to apply for execution of Deed of Apartment in the prescribed proforma. A copy of the prescribed proforma is attached. The Format for execution of Deed of Apartment has been uploaded in the L&DO Web-site.

Yours faithfully,

Encl. as above

Sd/-
(P.T. Jameskutty)
Deputy Land & Development Officer(v)

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Application for execution of Deed of Apartment by Land and Development Office, Ministry of Urban Development, Government of India

To

Competent Authority/ Dy. L&DO.
Land and Development Office,
Ministry of Urban Development,
Nirman Bhawan, New Delhi.

- 1. Name of the applicant S/o D/o W.o _____
- 2. Address of the Applicant _____
- 3. Name of the Building in which the
Apartment exists _____
- 4. Plot No. where the building/property
Exists _____
- 5. Total Area of the plot leased by the
L&DO (in sq. mtrs) _____
- 6. Total built up area of the building(in
Sq. mtrs) _____
- 7. Total area of the apartment (in Sq.
Mtrs) _____
- 8. Total uncovered area of the leased
Land (in sq. mtrs) _____
- 9. No of Floors in the Building _____
- 10. No. of Towers _____
- 11. No. & area of Basement/
Basements. _____
- 12. Certified copy of the Building Plan _____ attached.
- 13. Date of approval of Building Plan by
The concerned Urban local body _____
- 14 Name of the local body which
Approved the building plan _____

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15. No. of bed rooms/ Toiles/

19

Drawing/ Dining/ Kitchen in the

Apartment

16. Boundaries of the building

North

South

East

West

17. Details of Lawns/ Open Space/ Path

Way any other area/ facility meant

For common use/ car parking _____

18. copy of the flat/ Buyer deed/

Agreement etc. _____ attached.

19. The present value of the entire

property as per circle rate including

common area _____

20. Present circle rate value of built up

Area of apartment/flat _____

21. Name of the lessee or Builder or

Promoter from whom the apartment

Purchased agreed to purchased _____

22. Present address of the lessee/

Builder/ Promoter from whom the

Apartment purchased /agreed to

Purchase. _____

(Note: It is mandatory to fill up the above mentioned desired information)

Dated.....

(Signature of applicant)

Place.....

Name.....

Address.....

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