

No.F-24026/7/17/CDN/343  
Government of India  
Ministry of Housing and Urban Affairs  
Land & Development Office  
Nirman Bhavan, New Delhi.

Dated: 13<sup>th</sup> April, 2021.

**Office Order No. 04/2021**

**Subject:** Standard Operating Procedure (SOP): issues concerning "C" type tenements  
– Regarding.

\*\*\*\*\*

In continuation of Office Order No.2/2021 issued from this Office on 29.01.2021 wherein, with the approval of Hon'ble Minister of State (Independent Charge), Ministry of Housing & Urban Affairs, following reliefs have been extended to 'C' type tenement:-

- i. Grant of roof right to first floor lessee.
  - ii. Extending benefits of 350 FAR to 'C' type tenement as per Master Plan of Delhi (MPD)-2021.
  - iii. To continue with calculation of misuse/occupation charges by treating the individual 'C' type unit containing ground and first floor as a plot with total permissible FAR of 350 at commercial rates based on 100 FAR for ground floor 'C' type tenement.
  - iv. To allot small parcel of common land in front of lavatory block.
  - v. To allow payment of misuse/occupation and other charges by lessee in installments with penal interest.
2. As stipulated in the Office Order dated 29.01.2021, the Standard Operating Procedures (SOP) to implement various provisions of the Order have been prepared and details are as under:-

**A. Allotment of common land in Lavatory Block**

The process will be:-

- i. The lessee, vendee, purchaser or present occupant or their successor-in-interest, hereinafter collectively called as 'Applicant', has to request for allotment of common land at lavatory block.

- ii. The applicant has to provide complete chain of documents flowing from any of the lessee of 'C' type tenements.
- iii. Land & Development Office (L&DO) will examine the documents as per extant guidelines & applicable laws.
- iv. The concerned section of L&DO after examining the documents furnished by the Applicant and if found valid and in compliance with guidelines, will process the case for site survey through technical section.
- v. The technical section while examining the site will keep in view the available ground situation, may optimize the allotment of common land between two corner tenements, in the light of extant guidelines.
- vi. The additional allottable area will be treated as a part of corner tenement and will have common lavatory, bathroom & kitchen jointly with corner tenement.
- vii. The concerned section of L&DO while examining the proposal has to keep in view that in the common allottable area, if there are presently more than one occupant, then such occupants will be treated as co-lessee with undivided share in land beneath the allottable common area. Each occupant of the common allottable area is to give "No Objection Certificate (NOC)" to the share of other occupant(s) in the common allottable area.
- viii. If the occupants with valid documents in the allottable area have a separate portion from corner tenement holder then the occupants of the common allottable area will have undivided share in land beneath allottable common area in proportion to their present occupied area.
- ix. The encroachment charges, if any, of the common allottable area will be attributable to the occupants of the common allottable area if they have a separate portion from the corner tenement holder.
- x. Keeping in view ground situation, the possibility will be explored by L&DO to allot land measuring  $6' \times 9' = 54$  sq.ft. to the applicant in the rear side of the corner tenement to construct kitchen. The area allotted to corner tenement lessee to construct kitchen, lavatory and bathroom in the common lavatory block will be proportionately deducted.

- xi. The Coordination Section of L&DO in consultation with technical section and Architectural Wing of CPWD will prepare Standard Building Plan (SBP) of the common allotable area, wherein the main principle will be optimum utilization of land.
- xii. The Coordination Section will decide the land rates to be charged from the allottee for 15/16<sup>th</sup> share and communicate the charges to technical section for calculation.
- xiii. The lease will be executed by the concerned section of L&DO of the common allotable area in conjunction with corner tenement holder and the occupant or occupants or co-lessees of common allotable area will be co lessee/s with undivided share in land in proportion to area under their occupation.

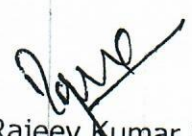
**B. Grant of Roof right to first floor lessee and calculation of misuse/ occupational charges:-**

- i. The process is voluntary and until all the lessees of the Block give their NOC to amend the clause 2 as stipulated in Lease and Conveyance Deed, the status quo will be maintained and the ground floor and the first floor will be treated as separate units.
- ii. The relief extended to the ground floor lessee to regularize the misuse/ occupational charges will be extended to the ground floor lessee irrespective of the status of ground floor tenement whether being part of the Block or part of a Plot.
- iii. Any projection either in the front or in the rear side of the ground floor tenement, which is common to Ground Floor and First Floor lessee has to be attributable to First Floor lessee or his successor-in-interest, vendee, purchaser or present occupant notwithstanding the compliance of Office Order No.2/2021 dated 29.01.2021.
- iv. If the applicant or occupant of Ground Floor tenement had shifted the wall in the rear side and in the front and brought his construction up to the allotable limit and any projection as already indicated in point (iii) above, including roof slab, which damages the safety of building and which is common to both Ground Floor and First Floor has to be attributable to the First Floor lessee or his successor-in-interest, vendee, purchaser or present occupant.

- v. If the conditions stipulated in points (iii) and (iv) above are fulfilled, the Supplementary Lease Deed will be executed by the L&DO with the lessee of ground floor for allotable area in front and rear side of the tenement.
- vi. The process is voluntary. The Ground Floor as well as the First Floor tenement/lessee of the block or his successor-in-interest, vendee, purchaser or present occupant has to give their consent/ N.O.C. to change Section 2 of the Lease Deed.
- vii. All the applicants to provide complete chain of documents establishing their claim to be lessee. L&DO will examine the documents as per extant guidelines and applicable laws.
- viii. Supplementary Lease Deed will be executed by the L&DO with Ground Floor & First Floor lessees or their successor-in-interest, vendee, purchaser or present occupant with stipulation that the 'right on roof' above the first floor will be granted to the First Floor lessee or his successor-in-interest, vendee, purchaser or present occupant.
- ix. The First Floor lessee or his successor-in-interest, vendee, purchaser or present occupant has to request for regularization of construction beyond First Floor.
- x. The Coordination Section of L&DO, in consultation with technical section and architectural wing of CPWD, will prepare a SBP for construction above First Floor extending benefit of additional FAR to the first floor occupant.
- xi. The First Floor lessee or his successor-in-interest, vendee, purchaser or present occupant after preparation and approval of SBP has to come for regularization to building above first floor and will be responsible for removal of any projection, including roof slab which is common to the first floor and the ground floor.
- xii. Till the removal of projections, the encroachment charges, if any, shall be attributable to the First Floor lessee **or his successor-in-interest, vendee, purchaser or present occupant.**
- xiii. If the conditions stipulated from point (viii) to (xii) are complied with the Supplementary Lease Deed will be executed by the concerned section of L&DO with ground floor and first floor lessee, thereafter the individual ground floor and first floor will be treated as plots.

**C. Payment of misuse/occupational charges in quarterly installments:-**

- i. The lessee, vendee, purchaser or present occupant or their successor-in-interest, hereinafter collectively called as 'Applicant', has to make a request to L&DO to avail facility to make payment of misuse/ occupational and other charges in quarterly installment running for 24 months with 10% interest per annum.
  - ii. The applicant has to submit an affidavit affirming that he/ she wish to avail this facility and will pay the remaining demanded amount within stipulated time frame in quarterly installment running for 24 months with 10% interest per annum. The applicant will also affirm that after payment of first quarterly installment supplementary lease deed may be executed. In case of failure to pay the remaining amount along with interest in seven remaining quarterly installment, he/ she will be liable for penal provision as per extant L&DO Guidelines.
3. The applicant may make the payment of quarterly installments through L&DO website (<http://ldo.gov.in>).
  4. If the payments is made in installments, conversion of property from lease hold into freehold will be allowed only after full payment of demanded amount and penal interest @10% per annum thereon.
  5. The format of Affidavit is annexed.
  6. The Office Order(s) No.2/20021 dated 29.01.2021 and SOP to implement stipulations of Officer Order(s) have been issued in public interest and are subject to change on the approval of competent authority. The stipulations and procedures outlined in the Office Order No.2/20021 dated 29.01.2021 and SOP drafted there under will keep changing with the approval of appropriate authority, based on ground realities.
  7. This issues with the approval of Land & Development Officer.

  
(Rajeev Kumar Das)  
Deputy Land & Development Officer

To

1. PS to Hon'ble MoS (I/C), HUA
2. PSO to Secretary, MoHUA
3. PPS to JS (L&E)
4. PS to L&DO.
5. All Officers/Sections
6. Guard File/CDN .
7. NIC to upload on the website.

Format

Annexure

The format of affidavit to be furnished by lessee/co-lessee duly attested by Ist Class Magistrate to the effect affirming the following;

1. That I am lessee/co-lessee of property bearing no. \_\_\_\_\_, Old Double Stroyed, Lajpat Nagar-IV, New Delhi.
2. That I have been issued demand letter amounting to Rs. \_\_\_\_\_/- by Land & Development Office, vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ in respect of my property.
3. That I opt to make payment of demanded amount in \_\_\_\_\_ quarterly installments @ Rs. \_\_\_\_\_/- with effect from \_\_\_\_\_ and will pay penal interest@10% Per Annum on installments.
4. That I request Land & Development Office to execute Supplementary Lease Deed after the payment of first installment received in the account of Land & Development Office.
5. That I will deposit the original Supplementary Lease Deed in Land & Development Office within 7 days after registration of the documents with the Sub-Registrar, New Delhi.
6. That I will abide by the terms and conditions as laid down by Land & Development Office with regard to payment of demanded amount in quarterly installments as well as penal interest @10% PA thereon.
7. That in case of failure to pay the remaining quarterly installments along with penal interest thereon as well as non-deposition of the Original Supplementary Lease Deed in Land & Development Office, any penal action including sealing of my property can be taken by the Land & Development office.