

**GOVERNMENT OF INDIA  
MINISTRY OF URBAN DEVELOPMENT  
NIRMAN BHAWAN, NEW DELHI**

**LAND & DEVELOPMENT OFFICE**

**COMPENDIUM OF INFORMATION**  
**(Under Section 4 of the Right to Information Act 2005)**

**October 2005**

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**THE PARTICULARS OF THE ORGANIZATION, FUNCTIONS  
AND DUTIES**

## **FUNCTIONS OF THE LAND & DEVELOPMENT OFFICE**

The main functions of the Land and Development Office are as follows:-

1. Maintenance of records of all Nazul Lands acquired in 1911 for the formation of Capital at Delhi and the land comprising Rehabilitation Colonies.
2. Allotment of land to various Govt./Semi Govt. Departments and various political, social, cultural, charitable, educational and religious institutions under the directions of the Government of India.
3. Administration and management of various leases granted direct by the Land & Development Officer and the Regional Settlement commissioner in Delhi/New Delhi in accordance with the terms of the lease thereof and the orders/instructions issued by the Government of India from time to time.
4. Recovery of all Government dues in respect of land under its control.
5. Eviction of Squatters of Government land and recovery of damages from them; administration of Public Premises (Eviction of Unauthorised Occupants) Act, 1971 in respect of areas under its control.
6. Maintenance of accounts of all receipts and refunds of Revenue in respect of land under its control.
7. Granting of conversion into free hold in respect of specified types of leases.
8. All matters incidental to and arising out of (1) to (7) above.

## **DUTIES OF VARIOUS SECTIONS**

The Land & Development Office may broadly be divided into the following five Wings:-

- (i) Administration and Vigilance Wing
- (ii) Lease/Properties Wing
- (iii) Technical Wing.
- (iv) Accounts Wing.
- (v) Courts of Estate Officer

These Wings have been further sub-divided into various sections and specific items of work have been allotted to each section.

### **ADMINISTRATION SECTION**

Administration Section shall deal with the following items of work:-

- (i) All establishment matters in respect of staff working in this office.
- (ii) All matters relating to budget preparation and control of contingent expenditure.
- (iii) Maintenance of Articles Register.
- (iv) Purchase and distribution of furniture and T&P articles.
- (v) All matters relating to Staff Council/Joint Consultative Machinery.
- (vi) Purchase and maintenance of computer and its accessories, air conditioners, cycles, room coolers, water coolers, electric heaters etc.
- (vii) Purchase and distribution of liveries of Class-IV staff.
- (viii) Purchase and issue of books and maintenance of Library Register.
- (ix) Issue of Identity Cards to staff.
- (x) Receipt and issue of stationery.
- (xi) Purchase of newspapers for office use.
- (xii) Dealing with the court cases filed by the members of the staff against the Government.
- (xiii) Maintenance of Confidential Reports of Gazetted and Non-Gazetted Officers.

### **BILL GROUP (CASH CELL)**

The Bill Group shall deal with the following items of work:-

- (i) Receipt and disbursement of all cash and maintenance of cash book.
- (ii) Maintenance of Contingency Register and preparation of contingency bills.
- (iii) Maintenance of accounts of service postage stamps and issue thereof.
- (iv) Preparation of all bills including pay and advance bills of Gazetted and Non-Gazetted officers/staff.
- (v) Maintenance of Register of over-time allowances.
- (vi) Leave Travel Concession.
- (vii) Verification of service with reference to pay bills.

- (viii) Maintenance of G.P. Fund Account of Group 'D' staff and Income Tax Account of the Gazetted and Non-Gazetted staff.

### **INFORMATION FACILITATION CENTRE**

The Information Facilitation Centre shall deal with the following items of work:-

- (i) Receipt and registration of all Dak including various applications(except conversion applications).
- (ii) Distribution of all Dak to Sections.
- (iii) Attending to the general queries of visitors in the matter of various applications for substitution, mutation, conversion, sale permission, mortgage permission etc.
- (iv) Issue of application forms to visitors for various purposes.

### **DESPATCH CELL**

The Despatch Cell shall deal with the following items of work:-

- (i) Despatch of all communications to the addressees.
- (ii) Maintenance of separate records of despatch of speed post, registered and un-registered letters.
- (iii) Maintenance of record of service postage stamps.

### **CO-ORDINATION SECTION**

The Co-ordination Section shall deal with the following items of work:-

- (i) General policy matters.
- (ii) Upto date compilation of orders or instructions on all policy matters.
- (iii) Drafting and issuance of general policy instructions.
- (iv) Circulation of copies of important notes/guidelines.
- (v) Co-ordination work relating to P.A.C. Audit paras, General Parliament Questions and Assurances involving two or more Sections.

### **VIGILANCE CELL**

The following cases shall be dealt with in the Vigilance Cell: -

- (i) All cases involving corruption or allegation of corruption against members of staff.
- (ii) All cases falling under Central Civil Service (Conduct) Rules including disciplinary cases.
- (iii) Complaints by public.

- (iv) All cases of crossing of efficiency bar by members of staff.
- (v) Supply of documents required by Central Bureau of Investigation and Special Police Establishments.
- (vi) Security and Civil Defence.

#### **LEASE-I SECTION**

This Section shall deal with: -

- (i) Administration of leases granted to private individuals or associations as distinct from Social, Cultural, Charitable, Political, Educational and Religious Institutions etc in the following areas: -

30 January Marg, Akbar Raod, Aurangzed Road, Baird Road, Barakhamba Road, Bhagwan Das Road, Connaught Place, Connaught Circle, Curzon Road, Doctor Lane, Factory Road, ferozsha Road, Hailey Road, Hanuman Road, Jain Mandir Road, Janpath, Jantar Mantar Road, M. M. Road, Man Singh Road, Parliament Street, Panchkuin Road, Pahar Ganj, Prithviraj Road, Ratendon Road, Sikandara Road, S. S. Park, Tuglak Road, Tolstoy Marg, York Road, Tilak Marg.

- (ii) Multi storeyed commercial buildings and multi-storeyed group housing buildings.

#### **LEASE-II(A) SECTION**

This Section shall deal with;

- (a) Allotment of land; and
- (b) Administration of leases granted to;
  - (i) Government Departments such as P&T, Railways, semi-Government Departments and Public Sector undertakings.
  - (ii) State Governments including Delhi Administration.
  - (iii) Foreign Missions.
  - (iv) Salt Pan land.
  - (v) Central Govt. land outside Delhi.
  - (vi) Policy matters in respect of the above.
  - (vii) Parliament matters pertaining to the above.

#### **LEASE-II(B) SECTION**

This section shall deal with (a) the allotment and (b) lease administration in respect of the following categories: -

- (i) Cinemas.
- (ii) Political, Social, Cultural, Charitable Institutions other than religious and educational institutions; Press and Hospitals.
- (iii) Policy matters pertaining to the above.
- (iv) Parliament matters pertaining to the above.

### **LEASE -III SECTION**

This Section shall deal with the following items of work in respect of all land under the control of this office: -

- (i) Allotment of land and lease administration in respect of Hotels.
- (ii) Watch and ward and maintenance of Records of vacant land transferred to DDA.
- (iii) Allotment of land for various purposes for short periods and recovery of rent thereafter.
- (iv) Lease of land on temporary basis for various purposes such as play-grounds, parks, recreation grounds, bathing ghats, etc.
- (v) Selection and allotment of sites for the location of Petrol Pumps, CNG Stations and fuel depots and policy thereof.
- (vi) Auction of lease-hold rights in plots of land for residential or commercial purposes.
- (vii) Administration of leases in respect of land resumed from the Notified Area Committee.
- (viii) Auction of trees.
- (ix) Policy matters pertaining to the above.
- (x) Parliament matters pertaining to the above.

### **LEASE-IV SECTION**

This Section shall deal with all matters relating to Administration of leases granted to individuals for residential or commercial purpose in the following colonies: -

Bangali Market, Babar Road, Babar Lane, Bazar Lane, Todarmal Lane, Todarmal Road, Central Lane, Tansen Marg, Diplomatic Enclave, Golf Links, Jorbagh, Sunder Nagar, Abul Fazal Road, Fire Brigade Lane, School Lane, Malcha Marg, Dharam Marg, Rajdoot Marg, Kautilya Marg, Panchsheel Marg, Nyay Marg.

### **LEASE-V SECTION**

This Section shall deal with : -

- (a) Allotment of land to educational & religious institutions:

- (b) Administration of leases granted to educational and religious institutions; and
- (c) Allotment of land to local bodies viz. NDMC, MCD, DJB and to Delhi Administration for Electric Sub-Stations and its lease administration.

## **PROPERTY SECTIONS**

The Property Sections shall deal with the administration of properties transferred from Regional Settlement Commissioner's Office and the Directorate of Estates. The areas/colonies allocated to each property section are given below:-

### **Property Section-I**

Ali Ganj, Andha Mughal, Bharat Naga, Gulabi Bagh, Gur-ki-Mandi, Indira Nagar, Industrial Area (Kirti Nagar), Jangpura, Kalkaji 'A' Block, Nizamuddin, West Patel Nagar(D/S), D.S.A. (D/S), Lajpat Nagar-IV(D/S), Moti Nagar (D/S), Nicholson Road, Ramesh Nagar, Rameshwari Nehru Nagar, Sewa Nagar, Sarai Rohilla, Tilak Nagar, Malkaganj(D/S), Motia Khan, Sewa Nagar Market

### **Property Section-II**

Amar Colony ( Cottage), C.R. Park, Dayanand Colony, Edward Lane, Hakikat Nagar, Jheel Kuranja (Block 1 to 17), Lajpat Nagar(I, II, III, IV Bungalow Plot), Moti Nagar, Narela, New Qutab Road, Teliwara, Timarpur, Vinobapuri, Old and New Rajinder Nagar, Vikram Vihar

### **Property Section-III**

Defence Colony(Block A to E & Shops), East Patel Nagar, Kalkaji, Malkaganj, Malviya Nagar, Old Rohtak Road, South Patel Nagar, Tihar-I, II, Vijay Nagar, West Patel Nagar (Block 1 to 42, Shops, Bungalow plots, Cottage and Flats)

### **Property Section-IV**

Azad Market, Ansari Mkt., Ashoka Mkt., Bhagat Singh Mkt., Babu Mkt., Central Mkt., D.B. GuptaMkt., Gaffar Mkt., Gokhale Mkt., Hathi Khan Mkt., Kamla Mkt., Kasturba Nagar Mkt., Khanna Mkt., Khan Mkt., Pleasure Garden Market, INA Market, C. R. Park Market, R. K. Puram ( Various Sectors), Pushpa Market, Rani Jhansi Market, Sadiq Nagar Market, Baird Road Market.

## **TECHNICAL SECTION**

This Section shall deal with the following items of work: -

- (i) Inspection of premises as and when desired by Lease/Property Sections.
- (ii) Scrutiny of Plans and calculation of Additional Ground Rent (AGR).
- (iii) Calculations of rates for misuse and unauthorized constructions, change of purpose.
- (iv) Issue of completion certificates.
- (v) Survey work to ensure that the Central Govt. land in Delhi is protected from encroachment.
- (vi) Service of notices to lessee or ex-lessees etc. and contacting them to ask them to see the officers, wherever required.
- (vii) Attending Courts for giving evidences wherever required.
- (viii) Inspection with officers for general work.
- (ix) Collection of plans from Draftsman for dealing with cases.
- (x) Calculation of premium or Additional Ground Rent in respect of Multi-storeyed buildings, sub-division, permanent/temporary change of purpose.

## **DRAWING SECTION/BRANCH**

This Section shall deal with the following items of work: -

- (i) Preparation of plans/drawings of various areas or plots as and when required in respect of land under the control of this office.
- (ii) Preparation of plans (on tracing cloth) for attaching them to agreement for lease/lease deed.
- (iii) Checking of areas of surveyed drawings and working out areas of plots.
- (iv) Tracing out drawing of D/Zonal, Development lay out plans of areas under the control of this office.
- (v) Preparation of surveyed plans and plotting etc.
- (vi) Preparation of plans for handing over of sites.
- (vii) Enlarging and reducing plans to different scales.
- (viii) Superimposing of zonal plans or lay-out plans.
- (ix) Making proposals for new sites after checking their land use under Master Plan and ownership of land.
- (x) Attestation of plans required by the lessee for court purposes.
- (xi) Taking out prints.
- (xii) Working out density of population of colonies etc.
- (xiii) Maintaining account of drawings and all other records of D/B.
- (xiv) Supply of building plans to officers and overseers on demand for dealing with various types of cases.

## **ENFORCEMENT SECTION**

This Section shall deal with the following items of work: -

- (i) Policy in regard to squatters on Government Land.
- (ii) Clearing of squatting on Government lands and recovery of damages for unauthorized occupation.
- (iii) Defending court cases in respect of squatting on government land.
- (iv) Preparation and filing of plaints for recovery of damages from squatters and also for their eviction in the court of Estate Officer under the P.P.E. Act.

## **INTERNAL AUDIT SECTION**

This Section shall deal with the following items of work:-

- (i) To check the application of prescribed policy formulation, the period for which charges are claimed and the calculations in respect of :-
  - (a) Temporary regularization of unauthorized construction:
  - (b) Temporary regularization of misuse:
  - (c) Penalty for sale without permission:
  - (d) Withdrawal of re-entry exercised on account of (1) non-payment of ground rent (2) other breaches;
  - (e) Sanction of additional construction:
  - (f) Change of purpose:
  - (g) Grant of sale permission:
  - (h) allotment of land.

## **ACCOUNT SECTION**

This Section shall deal with the following items of work:-

- I. Opening of ledger accounts and maintenance and up-keep of ledgers for recovery of ground rent, damages etc.
- II. Registering all changes on account of mutation, sub-division etc. in the ledger.
- III. Issue of no due certificate.
- IV. Posting of Bank Receipts in the respective ledgers accounts.
- V. Noting of intimation of breaches or re-entry in the ledgers.
- VI. Reconciliation of accounts.
- VII. All correspondence with the lessees relating to the above.

## **RECORD SECTION**

Record Keeper shall deal with the following items of work:-

- (i) Receipt, Maintenance and issue of old recorded files of various sections.
- (ii) Maintenance of Index Book.
- (iii) Receipt Maintenance and issue of Temporary or Perpetual Lease Deeds and other registered documents of lease sections.
- (iv) Keeping regular supply of blank forms by arranging for their printing or cyclostyling through Administration Section.
- (v) Issue of forms etc. to various sections on demand and keeping of account thereof.
- (vi) Maintenance of Estate Officer's files and Accounts Section Voucher Books and other Miscellaneous records.
- (vii) Maintenance of leases pertaining to Monuments, temples.
- (viii) Receipt, maintenance and issue of all files, relating to properties leased by the R.S.C. and transferred to the administrative control of Land & Development Office.

## **R.P.CELL**

Execution of lease deeds in respect of Rehabilitation properties and other statutory works under Displaced Persons Rehabilitation and Compensation Act.

**THE POWERS AND DUTIES OF OFFICERS AND  
EMPLOYEES**

## **DUTIES & RESPONSIBILITIES OF VARIOUS OFFICERS AND OFFICIALS**

The following shall be the duties and responsibilities of various officers and officials in the Land & Development Office: -

### **1. LAND AND DEVELOPMENT OFFICER**

- (i) Head of the Department.
- (ii) Attending to all policy matters; attending meetings in various organizations i.e. Delhi Govt., DDA, NDMC etc. wherever necessary.
- (iii) He has also to inspect the various sites which are to be allotted to institutions requesting for allotment of land in the Union Territory of Delhi.
- (iv) To give final decision/orders in the cases submitted by the Branch Officers in respect of cases relating to Property Sections, Lease Sections, Administration, Coordination & Vigilance Sections.
- (v) To act as disciplinary authority in respect of staff of Land & Development Office.
- (vi) To exercise financial & administrative powers delegated as Head of Office/HoD.
- (vii) To act as the Appellate Authority in respect of the Land and Development Office under the Right to Information Act.

### **2. DEPUTY LAND AND DEVELOPMENT OFFICERS**

- (i) Administration of lease of Nazul & Rehabilitation land.
- (ii) Execution of contracts and administration of properties on behalf of the President of India.
- (iii) Execution of contracts/deeds in respect of Nazul land leases.
- (iv) Processing of cases for grant of sale/mortgage permission and carrying out mutation/substitution etc. on behalf of the President of India.
- (v) Consultation with counsels/attending the court of law, wherever necessary.
- (vi) Inspection of properties for finding lease deed assessment and recovery of charges for change of purpose, charges for unauthorised or additional construction; periodical inspection of premises before the issue of notice for recovery of ground rent.

- (vii) Conversion of properties from lease-hold to free-hold.
- (viii) Any work/function assigned by the Land & Development Officer.

### **3. ENGINEER OFFICER**

- (i) Initiating proposals for approval by Ministry of Urban Development for allotment of land, recovery of premiums and ground rent, execution of agreement for lease & Perpetual Leases and administration of lease thereof to (a) Social and Cultural Institutions (b) Diplomatic Missions (c) MCD, DESU, Delhi Water Supply & Sewage Disposal Undertaking, Delhi Milk Scheme and other autonomous bodies (d) Newspapers (e) Hotels (f) Petrol Filling-cum-Service Stations and L.P.G. godowns to various Oil Companies and CNG Stations.
- (ii) Handing over vacant land to Central PWD for construction for General Pool Accommodation, after approval by the Ministry.
- (iii) Initiating proposals and after approval by the Ministry of Urban Development, allotment of land to other Ministries and Departments of Govt. of India and Delhi Administration.
- (iv) Temporary allotment of vacant sites etc. for short periods to various parties and recovery of charges thereof.
- (v) Lands placed for care and maintenance with Delhi Development Authority.
- (vi) Assessment and recovery of damages from unauthorised occupants and eviction of the unauthorised occupants after filing complaints in the court of Estate Officer and conducting the cases in his Court leading to ultimate orders of eviction and recovery of damages.
- (vii) Cases in Supreme Court, High Court, District Court and Estate Officer's Court in respect of disputes in leases etc. including preparation of the petitions, counter affidavits, replies etc.
- (viii) Technical Branch work comprising of (a) survey of lands, preparation of site plans/lay-out plans for allotments, agreement for lease and perpetual leases (b) scrutiny and approval of building plans for new construction as well as additions and alterations under the terms of the lease (c) periodical and special inspections of properties to detect misuse and unauthorised constructions and other breaches of the terms of the lease (d) working out damages misuse charges and conversion charges (e) inspection of vacant Govt. lands under the control of Land & Development Office to detect squatting and report to Enforcement Section (f) tracing out copes and safe custody of all zonal Development Plans, lay-out plans, land plans and Development plans and Building plans in respect of properties under the control of Land & Development Officer.

- (ix) Revision of schedule of market rates, schedule of licence fees, for temporary allotment from time to time, working out reserve price of markets etc.
- (x) Site inspections with senior officers and Chief Architect, CPWD & other Ministries regarding carrying out and allotment of plots and other problems arising thereof.
- (xi) Advice on various technical matters pertaining to administration of leases referred by other Branch Officers.
- (xii) Other types of works pertaining to safe custody, allotment of and administration of leases thereof as required from time to time.

For discharging the above duties, the Engineer Officer is assisted by Enforcement Section headed by a Superintendent with complimentary ministerial staff of assistants etc. (Assistant Engineers, Overseers/surveyors, one Senior Draftsman with other Draftsman and P.A.-cum-Stenographer)]

#### **4. VIGILANCE-CUM-LEGAL OFFICER (Jr.)**

- (i) To vet the Agreement for lease, Perpetual Lease, Tripartite Agreement etc.
- (ii) To examine the legal documents etc., referred to by other branch officers.
- (iii) To act as Vigilance Officer in the Land & Development Office.
- (iv) Any other work assigned by the L&DO.

#### **5. PUBLIC RELATION OFFICER**

- (i) To attend to the public visiting this office in connection with the leasehold properties and guide them properly and also help them in solving their difficulties.
- (ii) Any work/function assigned by the L&DO.

#### **6. ACCOUNTS OFFICER**

- (i) He is to act as Audit Officer of Land & Development Office. For that purpose he is required to interpret financial provisions of the Lease Deeds and ensure their enforcement with due regard to the financial aspects involved. He has also to understand technical implications of the Master Plan, Municipal Bye-laws etc. To get the Accounts of the receipts prepared and reconciled with Pay and Accounts Officer; attestation of entries in the Ledger; to advise in the establishment matters wherever necessary. He shall look after Internal Audit Cell, Accounts Section and Audit Paras and the Computer Cell.
- (ii) Any other work assigned by the L&DO.

#### **7. ADMINISTRATIVE OFFICER/ SO (Adm.)**

- (i) Administration of Land & Development Office.
- (ii) Record Section.
- (iii) Information Facilitation Centre.
- (iv) Despatch Cell.
- (v) Cash Cell.
- (vi) To act as Drawing & Disbursing Officer.
- (vii) Any other work assigned by the L&DO.

**8. ESTATE OFFICER**

- (i) To act as Semi-Judicial Officer under the Public Premises (Eviction of Unauthorised Occupants) Act; to start proceedings for eviction and realisation of damages under the above said Act; issue of summons to witnesses; service of notices; pursue the proceedings; passing of orders and other work related to these proceedings. To look after and pursue appeals filed in the higher courts against the orders passed by Estate Officer.
- (ii) Any other work assigned by the L&DO.

**9. BUILDING OFFICER**

- (i) To supervise all the duties carried out by Overseers/Surveyors/Senior Surveyors/Selection Grade Overseers in Technical Section under his jurisdiction.
- (ii) To supervise the work of Drawing Section.
- (iii) To assist Engineer Officer/Land & Development Officer and all other senior officers in technical matters/duties done by technical staff.
- (iv) To carry out inspections at site, wherever necessary.
- (v) Any other work assigned by L&DO/EO.

**10. ASSISTANT ENGINEER**

- (i) To supervise all the duties carried out by Overseers/Surveyors/Senior Surveyors in Technical Section.
- (ii) To assist Engineer Officer/Land & Development Officer and all other senior officers in technical matters/duties done by technical staff.
- (iii) To carry out inspections at site, wherever necessary.
- (iv) Any other work assigned by L&DO/EO.

**11. HINDI OFFICER**

Implementation of Official Language Act.

- (ii) To do complicated translation work.
- (iii) To attend to cases of reports and returns regarding Hindi; progressive use of Hindi, Hindi Teaching Scheme etc.
- (iv) To assist the staff in doing their day to day work in Hindi.
- (v) To attend meetings, conference in connection with Hindi.
- (vi) Any other work assigned by the Land & Development Officer.

## **12. SUPERINTENDENT**

- (i) Supervision and checking of work relating to Lease, Property Sections, Administration Section, Enforcement Section and Internal Audit Cell.
- (ii) Interpretation of the various conditions/covenants of leases etc.
- (iii) To Assist the Branch Officers in dealing with the public on lease matters.
- (iv) Issuing of first notice to the Lessees regarding the breaches existing in the premises.
- (v) Intimating to the lessee the factual position of the inspection of the premises, if the lessee has given some counter reply.
- (vi) Demanding ground rent where such demand do not prejudice Government interest.
- (vii) Address letters for seeking information/clarification for decision of the case.
- (viii) Routine communications e.g. acknowledgement, reminders, routine enquiries and supply of routine materials.
- (ix) Grant of casual leave to the non-gazetted staff.
- (x) To check the terms for regularisation of breaches.
- (xi) To check the correctness of the input proforma prepared by dealing hands for processing various applications viz. conversion, substitution, mutation, sale permission, gift permission etc. through computer.

## **13. ASSISTANT**

- (i) To see whether all the statements and receipts so far as they are open to check, are correct.

- (ii) Point out mistakes, mis-statements, missing data or information, if any,
- (iii) Referencing and the like in accordance with the instructions from time to time.
- (iv) Accurately and objectively summarising the points of view of the applicants/lessees and then dealing with each point specifically.
- (v) Draw attention, where necessary, to the statutory or customary procedure and point out the relevant Law and rules.
- (vi) Draft communications in accordance with the decision on the file.
- (vii) State the questions for consideration and bring out clearly the points requiring decision.
- (viii) Suggest, where possible, alternative courses of action for consideration.
- (ix) A self-contained summary bringing out briefly but clearly relevant facts including view expressed on the subjects by other Departments, if any, consulted in the matter is to be put up with every case submitted to the Hon'ble Minister or senior officers.
- (x) Examination of plans under terms of lease.
- (xi) Examination of inspection reports submitted by the Technical staff.
- (xii) Calculation and working out terms and conditions for temporary regularisation of unauthorised construction, change of purpose, re-entry etc.
- (xiii) Encashment of cheques, preparation of challans, Civil Writs.
- (xiv) Preparation of reply to Plaints, Civil Writs etc. filed in the Courts etc.
- (xv) To attend the Courts of Law, consultation with the Government Counsels.
- (xvi) To assist the L&DO, Dy. L&DOs and P.R.O. in attending to the visitors.
- (xvii) To deal with cases relating to conversion into freehold, mutation, substitution, transfer, sale etc. including preparation of input proforma for computerized processing of various applications.

#### **14. UPPER DIVISION CLERK**

Same as those of Assistants.

**15. LOWER DIVISION CLERK**

- (i) Examination of receipts and putting them with necessary noting, drafting and orders to dispose of the receipts.
- (ii) Collection of material and interpretation of lease conditions etc.
- (iii) Drafting of legal documents such as Agreement for lease, perpetual lease, etc.
- (iv) To deal with the cases relating to conversion into freehold, mutation, substitution, sale permission etc. including preparation of input proforma for computerized processing.

**16. STENOGRAPHER GRADE-I**

To take dictation from L&DO and transcribe the same. Receive letters addressed to the L & D Officer and keep record of the files and appointments etc. To arrange Meetings in the room of L&DO and supervise the staff of L&DO's Personal Section.

**17. STENOGRAPHER GRADE-II/GRADE 'C'**

To take dictation from the officer with whom attached and transcribe the same. Receive letters addressed to the officer by name and keep record of the files and appointments etc.

**18. STENOGRAPHER GRADE-III/GRADE 'D'**

To take dictation from the officer with whom attached and transcribe the same. Receive letters addressed to the officer and keep record of the files and appointments etc.

**19. SENIOR SURVEYOR**

- (i) Scrutiny of building plans for sanction under lease.
- (ii) Inspection of leased premises with respect to sanctioned plans and terms of lease and to establish the date of breaches, if any.
- (iii) Surveying of Govt. lands for making proposals for allotment.
- (iv) Inspection of Govt. lands of detection of unauthorised encroachments.
- (v) Calculation of damages and misuse charges recoverable for the breaches of terms of lease and calculation of damages for unauthorised encroachments of Government lands.

- (vi) Contesting of cases of unauthorised encroachments in the court of Estate Officer/District Judge.
- (vii) To serve letters received undelivered, to serve notice issued by Estate Officer and to do all liaison work i.e. to contact DDA/MCD or any other department or lessees etc.
- (viii) To calculate Additional Premium and Additional Ground Rent for changing the character of leases, multi-storey buildings etc.

## **20. OVERSEER**

- (i) Scrutiny of building plans for sanction under lease.
- (ii) Inspection of leased premises with respect to sanctioned plans and terms of lease and to establish the date of breaches if any.
- (iii) Surveying of Government lands for making proposals for allotment.
- (iv) Inspection of Government lands for detection of unauthorised encroachments.
- (v) Calculation of damages and misuse charges recoverable for the breaches of terms of lease and calculation of damages for unauthorised encroachments on Government lands.
- (vi) To serve letter received undelivered, to service notices issued by Estate Officer and to do all liaison work i.e. to contact DDA/MCD or any other department or lessees etc.
- (vii) To calculate Additional Premium and Additional Ground Rent for changing the character of leases/multi-storey building etc.

## **21. SURVEYOR**

Same as those of Overseer.

## **22. SENIOR DRAFTSMAN**

- (i) Maintenance of record and checking and supervision of work of Draftsman; maintenance of record of plans.
- (ii) Maintenance of record of Nazul land under the jurisdiction of the Land & Development Office.
- (iii) To give proposal of sites according to land use in Master Plan.

- (iv) Working out charges for permanent change of purpose.
- (v) Attestation of plans required by the lessee for court purposes.

**23. DRAFTSMAN (GRADE-II)**

- (i) Calculation of charges for temporary/permanent allotment.
- (ii) Preparation of plans according to Scale, Tracing super imposition in Zonal Plans and calculations of area.
- (iii) Comparing and numbering of plans sanctioned by local bodies; checking of distance in T.A. bills.
- (iv) To give proposals of sites according to land use in Master Plan.
- (v) Preparation of plans for execution of Agreement for lease and perpetual lease and other leases.

**24. DRAFTSMAN (GRADE-III)**

Same as those of Draftsman Grade-II.

**25. ACCOUNTANT**

- (i) Checking the work of Account Section.
- (ii) Maintenance of Ledger in respect of approximately 70,000 leases of Nazul land and Rehabilitation Properties – posting of entries in the Ledger Folios regarding breaches, regularisation of terms: noting down of mutation, substitution and posting of ground rent etc.
- (iii) Reconciliation of Accounts.
- (iv) Maintenance of revenue register for recoveries.

**26. HINDI TRANSLATOR**

Translation of documents; and implementation of various schemes in Hindi, etc.

**27. FERRO-PRINTER**

To operate Ferro-Printing machine and maintain it in working condition.

**28. DAFTRY**

- (i) Arranging of files in the Record Room or in Sections.

(ii) Stitching of files in Record Room and Sections.

**29. PEON**

To deliver dak and files etc. from one section to another and from officer to another officer, carry dak to offices located in different parts of Delhi/New Delhi, wherever required.

**30. KHALLASI**

They are attached with the Overseers/Surveyors for carrying out the plans etc. to the sites and to help in the measurement of areas and location of properties etc. and also the Overseers in surveying a particular site.

**31. FARASH**

To clean the tables, chairs etc.

**32. CHOWKIDAR**

Watch and Ward duty of the office.

**33. SAFAI KARAMCHARI**

To sweep the office premises.

## **DELEGATION OF POWERS**

The following powers have been delegated to the officers of the Land & Development Office by the Government of India :-

**1. ADMINISTRATIVE, FINANCIAL, LEGAL AND AUTHENTICATION OF ORDERS ETC.**

(a) The Land & Development Officer has been delegated powers in Administrative and Financial matters as contained in Ministry of works, Housing & Supply's letter:-

- i) L-27(10)/59 dt. 16.7.1960
- ii) L-II-15(3)/60 dt. 4.1.1961
- iii) L-II-15(1)/60 dt. Aug., 1960

(b) Land & Development Officer and Deputy Land & Development Officer/Assistant Settlement Commissioner/EO/VLO, have been granted the powers of signing and verification of plaints and written statements in suits, in courts of civil jurisdiction by or against the

Central Government, vide Ministry of Law (Deptt. Of Legal Affairs) Notification No. S.R.O. 351, dated 25.11.1958 as amended vide Notification No. F-16(1)/61 dt. 4.2.64.

- (c) The Land & Development Officer, Deputy Land & Development Officer, Assistant Settlement Commissioner, EO, PRO, Accounts Officer, HO, Vigilance-cum-Legal Officer and Assistant Engineers have been delegated powers to execute: -
- (i) all contracts and assurances of property relating to matters falling within the jurisdiction of Land & Development Officer;
  - (ii) all contracts, deeds or other instruments relating to or for the purpose of enforcement of the terms and conditions of the sale/lease deeds of the Government Built Property in Delhi/New Delhi;
  - (iii) auctioneering agreements, bonds of auctioneers and security bonds for the due performance of work by the auctioneers; F. 17(1)/64 dt. 1.2.1966 read with F.17(3)/94-Judicial, dt. 6.1.1995.
- (d) Land & Development Officer, Deputy Land & Development Officer, Assistant Settlement Commissioner, Engineer Officer, Public Relation Officer, Accounts Officer, Hindi Officer, Vigilance-cum-Legal Officer and Assistant Engineers have been authorised to authenticate orders and other instruments made and executed in the name of the President vide Ministry of Home Affairs' Notification No. S.O. 2297 dated 3.11.1958 as amended vide Notification No. 3/5/66-Pub. I dated 2.8.1966 and amended on 15/7/1999.

## **2. ADMINISTRATION OF NAZUL LANDS IN DELHI**

- (a) Acceptance of bids at auctions for various purposes, temporary allotment of land and approval of construction plans:

The Powers delegated to the Land & Development Officer; Deputy Land & Development Officer/Assistant Settlement Commissioner in this regard are contained in Ministry of Works, Housing and Supply letter No. 27/9/64-L dated 24.2.1966 and 30.8.1966.

- (b) Permitted temporary change of purpose from residence to office:

The powers delegated to Land & Development Officer in this behalf are contained in Ministry of Works, Housing and Supply letter No. 27.9.64-L dated 24.2.1966.

- (c) Condonation of breaches of misuse and unauthorised constructions subject to the building bye-laws/Master Plan provisions:

The powers delegated to Land & Development Officer in this behalf are contained in Ministry of Works, Housing and Supply letters No.

- (i) L-7/4/61 dated 30.6.1961 as modified vide letter No. L-27(2)/66 dated 31.1.1967 and No. 7/4/61-L dt. 30.5.1967;
- (ii) L-7(4)/61 dated 7.11.1962; and
- (iii) U.O. No. 23/3/64-L dated 15.7.1964 (L&D Office Order No. Co-ord. (13) dt. 20.8.1964) as modified vide letter No. 7/7/65-L dt. 1.8.1966.
- (d) Final disposal of cases.

Full powers have been delegated to the Land & Development Officer to deal with the cases mentioned in para 2 of Ministry of Works, Housing and Supply letter No. 27/5/64 dated 27.4.65 without referring them to the Ministry of Finance.

- (e) Extension of time for completion of construction on leased land.

Powers have been delegated to the Land & Development Officer to grant extension of time for completion of construction subject to the conditions mentioned in the office order No.7/98 dt. 15/7/1998.

- (f) Adjustment of excess/deficient area.

Powers have been delegated to the Land & Development Officer to make adjustments in the area allotted to a party provided such adjustment does not involve increase or decrease in the area beyond 5 % of the area mentioned in the allotment letter or half acre, whichever is less. [Office order No. 165, dated 13.10.1965]

### **3. POWERS DELEGATED TO BRANCH OFFICERS/MANAGING OFFICERS/SUPERINTENDENT**

- (a) The powers delegated to the Branch Officers are contained in office order No.**

- (i) Admn. 1(184)/63 dt. 25.2.1964
- (ii) Admn. 2(158)/61 dt. 26.7.1965
- (iii) Admn. 1(156)/65 dt. 29.12.1965

- (b) MANAGING OFFICERS/ SUPERINTENDENTS OF LEASE SECTIONS:**

The powers delegated to Managing Officers/ Superintendents are contained in office order No. Admn. 1(184)/63 dt. 16.9.1965.

**(c) SUPERINTENDENT ADMINISTRATION SECTION:**

The powers delegated to Superintendent, Administration Section are contained in office order No.:

- (i) Admn. 1(184)/63 dt. 16.9.1965
- (ii) Admn. 1(184)/63 dt. 8.10.1965
- (iii) Admn. 1(184)/66 dt. 26.4.1966

**(d) SUPERINTENDENT ACCOUNTS SECTION:**

In addition to the exercise of relevant powers contained in office order No. Admn. 1(184)/63 dt. 16.9.1965, the Superintendent, Accounts Section shall exercise the powers delegated to him by the office order No. Admn. 1(184)/66 dt. 10.10.66.

## **TYPES OF LEASES**

There are three types of leases in respect of old Nazul lands namely (i) residential, (ii) commercial, and (iii) institutional. In respect of rehabilitation colonies, leases granted under the Displaced Persons (Compensation & Rehabilitation) Act are for residential, commercial and industrial and are in Appendix-XI, Appendix-XII, Appendix-XIII and Appendix-XXXI.

Nazul leases are perpetual whereas Rehabilitation leases are for 99 years. If the case of Nazul leases, Ground Rent is revisable at the option of the lessor at the end of each span of 30 years in accordance with the procedure laid down in the Lease Deed and M/o UD's letter No. J-22011/1/70-L-I dt. 24.12.1983. Ground Rent in Appendix-XI leases is nominal i.e. Rs. 1/- per 100 sq. yds. or as fraction thereof and is revisable @ 2 ½ of the value of the land at the time of 2<sup>nd</sup> sale/assignment shall be completed and thereafter at the end of each successive period of not less than thirty years. In case of leases in Appendix – XII & XIII, for the first 20 years, the ground rent is the sum equivalent to the interest on the cost of land at the Govt. borrowing rate of interest prevailing on the date of lease. For the remaining 76 years of lease, the ground rent is the sum equivalent to the interest on the market value of land calculated at Govt. borrowing rate of interest on the 1st April of 21<sup>st</sup> year of the lease. Appendix-XXXI-A, XXXI-B and XXXI-C leases are also nominal leases granted for 'A' type and 'C' type tenements or three storeyed markets in various Rehabilitation colonies in Delhi. In these nominal leases also, ground rent is revisable, as it the case of Appendix-XI leases, at the time of 2<sup>nd</sup> sale/assignment on the same lines as in the case of Appendix-XI leases.

Ground Rent is payable in two half yearly instalments in advance on the 15<sup>th</sup> January and 15<sup>th</sup> July each year. For appendix-XII and XIII leases, ground rent is payable annually on the 1<sup>st</sup> April of year. For delayed payment of ground rent, interest is charged at the rate of interest fixed by the Govt. from time to time.

Some of the common features of the leases are as under:-

- (a) The lessee shall not, without the prior permission of the lessor, make any additional construction, other than the construction/building existing on the date of lease.
- (b) The lessee shall also not use the premises for a purpose other than that specified in the lease deed without the prior permission of the lessor.
- (c) The lessee shall not transfer/mortgage/assign or sub-divide the premises without the prior permission of the lessor.
- (d) In case a lessee commits any breach of the terms and conditions of the lease, the premises can be re-entered for the breaches unless the lessee removes remedies the breaches on a notice served on him by the lessor. These breaches can, however, be compromised on temporary basis on payment of misuse/damages charges as may be claimed by the lessor.

### **ACQUISITION OF LAND**

In respect of residential properties, no person shall be allowed to acquire more than one residential plot/house in his own name or in the name of his wife or minor children.

The above restriction shall not be imposed in respect of land other than of residential.

Benami Transactions shall not be allowed.

A person owning a residential flat in Commercial Area can acquire a residential plot/flat in residential area.

**THE PROCEDURE FOLLOWED IN THE DECISION MAKING  
PROCESS**

## **ALLOTMENT OF LAND**

### **1. ALLOTMENT OF LAND ON TEMPORARY BASIS FOR SHORT PERIODS**

Temporary allotment of land for short periods is made for the purposes of holding meetings, charity shows, circus shows, Ramlila shows, Religious diwans and for use of building contractor's labour etc. It is not made for business purposes, temporary construction of temples etc. For meetings, charity shows, etc. allotment of land shall either be made by the Land & Development Officer himself if the period does not exceed three months or with the concurrence of the Ministry of Urban Development (Finance Division) for longer periods. Rates for the recovery of charges for temporary allotment of land are prescribed by the Government of India from time to time.

No ground rent is recoverable from contractors belonging to the Central Public Works Department for stacking of materials on Government land and for providing labour huts and labour canteen near the site of construction subject to the following conditions:-

- (i) Prior permission of the Land & Development Officer for utilisation of land shall be obtained by the contractor;
- (ii) The contractor shall be permitted by the Land & Development Officer to use only the minimum area, and
- (iii) The contractor on completion of the construction shall restore the land to its original conditions immediately after vacation.

The Directorate of Horticulture, CPWD under whose charge the colonies have been placed may permit the residents of the localities to use its lawns for social and religious functions without any charges. Any damages done to the lawns shall be repaired at the cost of the user.

### **2. PROCEDURE FOR PURELY TEMPORARY ALLOTMENT OF LAND**

Application for allotment of land for holding meetings, charity, circus or Ramlila shows, religious diwans and for use by contractor's labour are received in the Lease Section(L-III) concerned of the Land & Development Office. The Applicant is required to indicate the particulars of land and the period for which it is required along with Demand Draft for Rs.10,000/- in favour of the Land and Development Officer. The concerned section shall examine the request on the file and refer the matter to Technical Section for indicating availability of land. If the land is available for allotment, the Technical Section shall calculate the rent recoverable from the applicant taking into account the area of the land and the locality where the land is situated and return the file to Lease Section.

The Lease Section shall get the terms checked by the Audit Section and convey the terms and conditions of allotment to the applicant in the prescribed format with the request to make payment of rent for the whole period of

allotment and an amount by way of security deposit. For the convenience of applicants who accept the terms of allotment, arrangements have been made for the payment of dues in cash to the Cashier in the Land & Development Office. The file is sent to Cashier to receive payment. He shall issue a receipt to the depositor in the form II-B indicating the amount received and the number and date of receipt on file and return it to the concerned lease section. The amount so received shall be deposited by the Cashier in the Reserve Bank of India/UTI.

Copies of all such allotment letters shall be endorsed by the concerned Lease Section to the Accounts Section which shall account for the amount deposited by the allottee and thereafter the concerned lease section shall take action for handing over the possession. The Technical Section shall ensure that the land is restored to its original condition and send a report to the lease section to this effect. The Lease Section concerned shall thereafter take necessary action for preparing the vouchers for refund.

It shall be ensured by the Lease and Accounts Section that the security deposit and the rent for the period are accounted for separately as the security is refundable.

On receipt of an application for refund of security deposit from the allottee, the concerned Lease Section shall obtain confirmation of vacation of site by the allottee on the due date, if such information had not already been received and then obtain orders of the Land & Development Officer for the refund and pass on the file to Accounts Section after sanction is issued for taking action for the refund of the amount of security deposit to the allottee. After the security deposit is refunded, the file shall be closed and kept in record. On the other hand, if the applicant fail to comply with the terms of allotment or refuse to accept the allotment, the Security Deposit of Rs.10,000/- shall be forfeited.

### **3 ALLOTMENT OF LAND FOR LONGER PERIOD OF A YEAR OR MORE**

Temporary allotment of land may be made for a period of five years at a stretch or till the expiry of the period for which prescribed rates available whichever period is less for DMS/Mother Dairy Booths, petrol pumps, fuel depots, shops, temporary shops, offices, bathing ghats, parks and play-grounds etc.

The rates for the recovery of ground rent for various purposes are fixed by the Government from time to time.

Allotment of sites for parks is invariably made to local bodies. Sites for play grounds are allotted both to local bodies and educational institutions.

The ground rent shall be recoverable in all cases from the date of offer of handing over the site or the date of actual handing over whichever is earlier.

This shall apply both to the allotment at concessional rate and full market rates. Therefore, possession should be handed over as early as possible.

#### **4. ALLOTMENT OF LAND TO LOCAL BODIES FOR RECREATION GROUNDS AND CHILDREN'S PARKS ETC.**

Land for recreation ground and children's parks etc. shall be allotted on a purely temporary basis and shall be liable to resumption by the Government when required by them. The development and maintenance of these parks etc. shall be the responsibility of the Local Body. The recreation grounds and children's parks shall be open to the general public.

#### **5. PROCEDURE FOR TEMPORARY ALLOTMENT ON MONTHLY OR YEARLY BASIS:**

All applications for temporary allotment of land on monthly or Yearly basis shall be made to Land & Development Office. The Land & Development Office shall decide such allotments in consultation with the concerned agencies, viz.. Finance Division, Chief Architect and Town Planner, Directorate of Education of Delhi and DDA. The Land and Development Office will submit such cases along with comments/recommendations of the above agencies to the Minister for Urban Development for approval.

The concerned lease section(Lease-III Section) shall refer the matter to the Technical Section who shall suggest a site, if available and also add five copies of site plan, four of which shall be forwarded to the Ministry along with the recommendation of the land and Development Officer and the fifth one shall be kept on file of the lease section as office copy. If no site is available, a reply to that effect shall be furnished to the Ministry through the lease section concerned.

On receipt of a letter sanctioning the allotment of a particular site to an applicant, the Drawing Section shall be asked to calculate the amount of ground rent recoverable in the case and also to add two copies of site plan. On calculation of the amount by the Drawing Branch the concerned Lease Section shall issue an allotment letter to the applicant asking them to pay the prescribed charges including the security deposit by a specified date which is generally 30 days from the date of receipt of the letter. A copy of the allotment letter shall be sent to the Accounts Section for watching recovery of the dues and for keeping accounts of all revenue receipts. After the amount of ground rent and security deposit is realised, Accounts Section shall inform the same to the concerned Lease through a Memo. On receipt of this Memo the Lease Section shall prepare the temporary lease or licence deed in the prescribed form. Technical Section shall then be asked to fill in the schedule of the lease deed and also add two copies of lease plan. The Lease or licence deed shall be sent to the Assistant Legal Advisor wherever additions or alterations are made in the lease deed. However in cases where the lease deed is to be executed in the prescribed form, the formality of getting it vetted by the Assistant Legal Advisor will be dispensed with. Four fair copies of the deed shall be prepared

which alongwith four copies of lease plan shall be sent to the applicant for execution and return. After the copies of the Lease Deed (including the plan) are received from the applicant, the same shall be submitted to the Land & Development Officer or any other authorised officer for execution on behalf of the President. After the lease deed or licence deed is executed, the copies of the same shall be sent to the allottee institution who shall be asked to send one copy to the Land & Development Office after the same are registered with the Sub-Registrar. Thereafter, one copy duly endorsed and attested shall be sent to the allottee institution for their record. Simultaneously, the Technical Section shall be asked to hand over the possession of the land at site. The other copy shall be retained on the file and then sent to Accounts Section for entering particulars of registration of Lease or License Deed in the ledger. After this, the file shall be kept in suspense till further extension is due or asked for.

Where the allottee does not make payment of the charges within the stipulated time of 30 days, the terms communicated to the allottee shall be treated as cancelled and withdrawn and the land treated as available for allotment elsewhere. If the allottee applies for extension of the period of payment of dues, such request may be granted and ground rent shall be recovered from the date of original allotment.

If at the time of handing over possession, the actual area of land allotted is found to be less or more than what has been allotted the Land & Development Officer under office order No. CDN (165) dt. 13.10.1995 is competent to make necessary adjustments with the approval of the Ministry/Finance Division provided such adjustment does not involve increase or decrease in the area beyond 5 % of the area mentioned in the allotment letter or ½ acre, whichever is less.

In cases of temporary allotment of land security deposit shall be demanded and recovered at the time of allotment of land, at the following rates:-

PURPOSE OF ALLOTMENT

AMOUNT OF SECURITY DEPOSIT

(i) Motor Workshop, fuel depot and other commercial purposes but not for cycle stands. Equal to 12 months rent

(ii) Cycle Stands Equal to 3 months rent.

**6. PROCEDURE FOR ALLOTMENT OF LAND FOR PETROL PUMPS/ CNG STATIONS**

The sites for petrol pumps-cum-service station are being provided in the Master Plan of Delhi which has been prepared by the DDA. This Authority has a Petrol Pump Sub-Committee. On a reference from the land owning authority,

some of the new sites shown in the Master Plan are included in the Zonal Plan of the area when prepared.

The applications for allotment of petrol pump or petrol pump service station sites or CNG Stations are entertained only from the Public Sector Oil Companies/IGL and not from individual dealers. Fresh allotment of Petrol pump sites is made only to the Indian Oil Corporation/IGL. Other companies are allotted new sites for shifting their existing petrol pumps which are declared to be situated on sites which have become or have been declared objectionable from the Master Plan point of view.

The application for allotment of petrol pumps or petrol pumps cum service station sites are generally sent by the parties to the Delhi Administration. In some cases, the applications are received in the Land & Development Office. On receipt of an application in the office of the Land & Development Office, the concerned Lease Section shall refer the application to Technical Section to find out whether the site applied for is under the administrative control of this office and is suitable and available for allotment. In case of a request for the allotment of a non-Master Plan site the Technical Section shall be asked to suggest a vacant site for allotment. If a site is suggested, a reference shall be made by the Lease Section to the Petrol Pump Sub-Committee of DDA for their approval. On receipt of their approval a clearance of the DDA shall be obtained from land use point of view before the site is allotted. This clearance from DDA shall not be necessary where the proposed site is one of those already provided for in the approved zonal plan.

On receipt of the clearance from the DDA, the file shall be submitted by the Lease Section to the Minister for Urban Development for his approval. Thereafter the procedure to be followed shall be the same as for other temporary allotments outlined in para 5 above.

No security deposit is required in respect of land allotted for a petrol pump or petrol pump-cum-service station/CNG Station.

## **7. ALLOTMENT OF LAND ON PERPETUAL LEASE HOLD BASIS TO LOCAL BODIES**

Land shall generally be allotted to local bodies on perpetual lease hold basis for:-

- (i) Remunerative purposes, such as offices, shopping centres, water supply, drainage etc.
- (ii) Semi-remunerative purposes, such as staff quarters including those attached to schools and hospitals, power houses, electric sub-stations, etc.
- (iii) Unremunerative purposes, such as Schools, Hospitals, Buildings, Maternity Centres, Community Centres, Libraries and public

conveniences such as public hydrants, community bath-rooms, dhobi ghats, public latrines and urinals etc.

Allotment of remunerative purposes shall be made on payment of premium at full market rates as prescribed by the Government of India from time to time and annual ground rent shall be recovered @ 2 ½% of the premium.

Allotment for semi-remunerative purposes except Power Houses & Electric Sub-Stations shall be made on rates as prescribed by the Government from time to time plus annual ground rent. Allotment of sites for these purposes shall be made on payment of the rates as prescribed by the Government from time to time plus 2 ½ % ground rent.

Allotment for unremunerative purposes shall be made on payment of premium as laid down by the Government from time to time and annual ground rent shall be recovered @ 2 ½% of the premium.

## **8. ALLOTMENT OF LAND TO GOVERNMENT DEPARTMENTS**

Allotment of land to the Central Government Departments shall be made on full premium but no ground rent shall be charged.

## **9. ALLOTMENT OF LAND TO SOCIAL, CULTURAL, CHARITABLE AND RELIGIOUS INSTITUTIONS**

Allotment of land to Social, Cultural, Charitable, Religious Institutions shall be made on payment of premium and ground rent as per details given below:-

- (i) Allotment of land for the construction of School or College by the Delhi Administration, or Local Bodies shall be made at rates fixed by the Government from time to time, and ground rent at the rate of 2 ½ % thereon.
- (ii) Allotment of land to other public schools if they are recognized, shall be made at full market value plus 2 ½ % ground rent thereon. Premium and ground rent shall be recovered at the rates as prevalent or decided by the Government from time to time.
- (iii) Allotment of land for play-grounds attached to recognised school or college shall be made on annual tenancy basis on payment of a licence fee basis.

### **(b) HOSPITAL:**

Premium shall be recovered at the rates fixed by the Government from time to time and ground rent shall be charged @ 2 ½ % of the premium per annum for the land allotted for Hospital building.

**(c) LAND FOR OTHER ACTIVITIES OF SOCIAL, CULTURAL, CHARITABLE AND RELIGIOUS INSTITUTIONS AND THEIR OFFICE BUILDING:**

Premium shall be recovered at the rates as decided by the Government from time to time plus 2 ½ % ground rent thereon.

**EXPLANATION:-**

Recognized school or college includes recognized Industrial Training Institutes and Polytechnics.

**10. ALLOTMENT OF LAND TO POLITICAL PARTIES:**

Allotment of land to political parties shall be made on payment of premium at pre-determined institutional rates prescribed by the Government of India from time to time. Ground Rent shall be recovered @ 2 ½ % of the premium per annum.

**11. PROCEDURE FOR ALLOTMENT ON PERPETUAL LEASE HOLD BASIS:**

All allotments of land on perpetual lease hold basis are made by the Ministry of Urban Development on the recommendations of the Screening Committee. Parties seeking allotment of Nazul land are required to apply to the Land and Development Office in the prescribed proforma (Annexure-1). The Land & Development Office consults the Administrative Ministry concerned, the Chief Architect and Town Planner and the Finance Division.

On receipt of an application for allotment of land, the concerned lease section shall examine the application with reference to the prescribed check list and the short coming if any, shall be intimated to the applicant within a period of 3 months. Lease -II(A), Lease-II(B) and Lease-V Section should maintain category-wise details of applications received, in chronological order. If the applications are otherwise in order, necessary references may be made for seeking recommendations/comments of the administrative Ministry/Govt. of NCT of Delhi/Department of Education, as required. On receipt of complete information as per the check list, the cases may be placed before the Screening Committee for its recommendation. The recommendations of the Screening Committee shall be submitted to the UDM for his approval/orders. While doing so the requirement of the land use in the Master Plan shall be kept in view. Also squatting, if any, existing on the site shall be reported. If the proposal is recommended by the Screening Committee the concerned Lease Section shall refer the file to Senior Draftsman, Drawing Branch, asking him to add three copies of the site plan and also to calculate and indicate the amount of premium and ground rent recoverable from the party. After doing the needful the Drawing Branch shall return the file to Lease Section. The Lease Section

shall thereafter get the rate of premium vetted by the Audit Section and put up the proposal with a self contained note for approval of UDM. If the allotment of the site proposed by the Land & Development Office is approved by the Minister for Urban Development a sanction for allotment thereof shall be issued. The sanction letter shall indicate inter-alia the rate on which premium and annual ground rent shall be recovered from the allottee.

A copy of the letter shall invariably be sent to Accounts Section for opening a ledger account for watching the recovery of dues and for accounting purposes. As soon as the amount is realised the Accounts Section shall inform the concerned Lease Section about it through a Memo.

Lease Section shall thereafter proceed with the action of preparation of Memorandum of Agreement. Six copies of each of the forms of Memorandum of Agreement shall be obtained from Record Keeper and on one copy a draft of the Memorandum of Agreement shall be prepared. The file alongwith the draft copy of this Agreement shall thereafter be referred to the Senior Draftsman for adding five copies of site plan and also for filling the schedule in the draft agreement. After the draft agreement is completed in all respect, it shall be shown to the Assistant Legal Advisor for vetting if there are any changes or modifications in the clauses. Thereafter four fair copies of the agreement for Lease shall be prepared and sent to the allottee with a covering letter in the prescribed format for execution.

On receipt back of the Agreement for lease, duly signed and rubber stamped, from the allottee, the copies shall be submitted to Dy. Land and Development Officer or any other authorised officer for execution on behalf of the President of India. One copy shall be retained in file as office copy and the other copies shall be returned to the allottee for their record.

After execution of the Agreement for lease, file shall be referred to Technical Section for handing over physical possession of the site to the allottee. On receipt of the file from Technical Section, the same shall be shown to Accounts Section for noting down details of agreement for Lease in the Ledger.

The plans duly sanctioned by NDMC/MCD shall be placed on the file as and when received and then referred to Technical Section for scrutiny. After the plans are approved and signed by Land and Development Officer/Engineer Officer, the original copy shall be returned by Lease Section to the lessee and the file shall be sent to Senior Draftsman for removing and keeping in record, other copies of the plan.

After the sanction of plans, the file shall be sent to the Record Room with directions to submit it to the Lease Section on a specified date, which shall be at the end of the period allowed to the intended lessee for completion of construction under the terms of agreement.

After the construction is completed and the intended lessee has furnished the completion certificate under the lease, the file shall be referred to Technical Section who shall scrutinize the case and indicate whether there is any deviation or AGR or damages are recoverable. After the case is cleared by the Engineer Officer, the file shall be returned to Lease Section who shall inform the intended lessee of completion of construction under the lease asking him simultaneously, to make payment of the cost of preparation of Perpetual Lease Deed and to furnish an affidavit, duly sworn before Magistrate 1<sup>st</sup> Class, declaring that he has not entered into agreement to assign, transfer or part with any of his rights under the Agreement for Lease and that if at any time such agreement is discovered by the lessor he shall be liable to pay a penalty to be fixed by the lessor by way of compensation, the President for such contravention of the terms of Agreement for Lease Deed. In case some AGR or damages or penalty are recoverable the same may be conveyed after vetting by Audit Section. On receipt of intimation of payment of cost of preparation of lease deed, AGR etc. (if applicable), action shall be taken for the preparation of Perpetual Lease Deed in the same manner as is done in the case of preparation of Agreement for Lease. After the Perpetual Lease Deed is executed and registered, the file shall be shown to Account Section for entering details of registration etc. in the ledger. In a case where the construction on the plot does not conform to the approved plans, a notice shall be issued to the intended lessee for the removal of breaches and the action for the preparation of perpetual lease deed shall be taken only after the breaches are removed or regularised to the satisfaction of the Land & Development Officer. In a case where the allottee does not accept the allotment or does not make payment of the amounts of premium, earnest money and ground rent within the time specified in the allotment letter, the allotment shall be treated as cancelled and the amount of security, if any, shall be forfeited under intimation to the allottee. Simultaneously Senior Draftsman shall be informed of the cancellation of allotment and the land treated as available for re-allotment.

## **DEMARCATION AND HANDING OVER POSSESSION OF LAND**

After the Memorandum of agreement or Licence Deed is executed, the concerned Lease Section shall send the file to the Technical Section requesting them to hand over possession of land to the allottee. The Assistant Engineer/BO, in-charge shall fix a date for the purpose in consultation with the purchaser.

On the appointed date the concerned Assistant Engineer or the Overseer deputed by him shall demarcate the plot of land in question in the presence of the purchaser or his approved nominee and obtain a certificate from him that the land in question has been demarcated and vacant possession thereof handed over to him on that date.

The certificate obtained from the purchaser or his nominee shall be added to the correspondence portion of the file. The concerned Assistant Engineer shall record on the file that the possession has been handed over to

such and such persons on such and such date and return it to Lease Section concerned.

The Lease Section shall thereafter, send a letter to the Lessee asking him to submit construction plans duly approved by the local body for sanction under the lease by the date specified in the Agreement for Lease.

## **SUB-DIVISION OF PLOTS**

A large number of plots leased in the initial stages of construction of new capital of India at New Delhi, contained an area of an acre or more. Soon after the lease were granted, requests started coming in for permission for sub-dividing the plots for constructing more independent building on one or more separated portions of the leased land. Such sub-division was originally permitted on payment of additional premium equal to half the difference between the auction price of the whole site and the assumed commercial or residential market value on the date of sanction of sub-division having regard to use to which the land was intended to be put when sanction was given. The ground rent was also correspondingly enhanced.

In 1951 the matter was re-considered by the Government of India and it was decided to forego Government's claim to a share of the unearned increase where a lessee of a site sought permission to sub-divide it for the purpose of himself erecting more buildings on leased land. It was further decided that the annual ground rent of each sub-divided portion built upon or to be built upon be assessed and charged at the rate of 2 ½ % of the current market value of each plot and in the event of the lessee transferring his interest in one or more sub-divided plots before or after construction, 50 % of unearned increase in the value of land be also recovered by way of additional premium.

In the light of the above policy, sub-division of plots for the purpose of construction of additional building shall be allowed on the following terms and conditions:-

- (i) The area of each sub-divided plot shall not be less than that specified in the zonal plan of the area. Approval of the DDA shall be obtained for the proposed sub-division.
- (ii) Each sub-divided plot shall have a direct access to the main road and service road.
- (iii) Only single storeyed building with one residential unit or a double storeyed building with a barsati on top with one or two residential flats in all as may be permitted under the Municipal bye-laws, with prescribed set back, shall be constructed on each sub-divided plot.
- (iv) Ground rent shall be payable in the following manner:-

- (a) In respect of the sub-divided portion(s) of land to be built upon annual ground rent shall be payable @ 2 ½% of the market value thereof at the prescribed rates, prevailing on the crucial date for sub-division.
- (b) In respect of the remaining portion of the original plot the original annual ground rent shall be reduced proportionately to the reduction in area.
- (c) Periodical revision of annual ground rent shall be done in accordance with the provisions of the original lease deed.
- (v) Execution of supplemental lease deed providing for the recovery of charges mentioned above as also the recovery of unearned increase and the pre-emptive right of the lessor to purchase the property in the event of sale/transfer of any of the sub-divided plots to be built upon.

N.B.1: If the lessee applied for permission for sale/transfer of a sub-divided plot to be built upon, simultaneously with sub-division, 50 % of the increase in the value of land of such sub-divided plot shall be recovered in advance by way additional premium and not as unearned increase.

N.B.2: Sale of one of the two or more housing units or plots sold/leased to one person by the Department of Rehabilitation does not amount to sub-division of the property and hence no sub-division charges are recoverable upon such sale.

(3340-L/64 dt. 6.6.1964 Coord., (178)ASC-18 dt. 2.2.1966)

N.B.3: In a case where the lease is unrestricted and the lessee transfers a portion of the plot to another person no sub-division charges can legally be recovered from the lessee upon such transfer. In such a case the conditions applicable in cases of sub-division i.e. (i) to (v) above shall be imposed while sanctioning plans for the creation of the new building on the sub-divided plot.

N.B.4: Such division and partition are synonymous terms and hence a covenant providing for prior permission of the lessor to any sub-division of the premises is attracted by partition without permission. (M/Law's Advice in Shop No. 54, Moti Nagar, 33466/67, dt. 10.7.1967)

## **2. PROCEDURE FOR GRANT OF PERMISSION FOR SUB-DIVISION OF PLOTS:**

On receipt of an application of a lessee seeking permission for subdividing a plot, the concerned Lease or Property Section shall check whether there are any breaches of the terms of lease already in knowledge. If so, no action shall be taken on the application till the breaches are removed and damages/misuse charges paid or where a lessee is unable to remove the breaches, till he makes payment of all dues upto the ensuing 14<sup>th</sup> January or

14<sup>th</sup> July, whichever is earlier and also furnishes an undertaking to get the breaches regularised temporarily on payment of charges till they are removed.

If there are no breaches already in the knowledge of the lessor or they have been removed or regularised and the undertaking furnished, Lease Section shall refer the matter to Technical Section for scrutiny of the proposal. The Technical Section shall, in the first instance, carry out an inspection of the premises to find out whether there are any breaches of the terms of lease and also to collect data necessary for considering the proposal of sub-division. If any objectionable breaches of the terms of lease are noticed upon such inspection the file shall be returned to the concerned lease or Property Section for taking action for the removal of breaches.

If the property is free from breaches, the Technical Section shall examine whether the proposed sub-division could be permitted in accordance with the provisions of the Zonal Development Plan of the area and bye-laws of the local body and record their views on the file and return the same to the Lease or Property Section concerned through Engineer Officer. Where, in a case, the Zonal Development Plan of the area has not been finalised and approved, the Technical Section make a note to that effect and also record their views with regard to the proposal of sub-division, on the file and return it to the concerned Lease or Property Section.

If Technical Section certifies that the proposed sub-division could be permitted the concerned Lease or Property Section shall send a reply to the lessee.

If in reply to the letter sent to him, the lessee asks for revised terms of lease, the terms and conditions shall be drawn. The amount of additional premium/ground rent, shall as in the case of permission for sale, be calculated by Senior Draftsman and checked by the Audit Section.

After the terms are drawn and approved by the concerned officer, the file shall be referred to the Finance Division for their concurrence. On receipt of the file from the Ministry, the terms shall be communicated to the lessee. If he accepts the terms and makes payment of all dues, action shall be taken to prepare a supplemental lease in the same manner as in the case of original Perpetual Lease.

In a case where Technical Section indicates that the Zonal Plan of the area had not been finalised, but otherwise there is no objection to allowing sub-division of the plot as proposed by the lessee, clearance of the Delhi Development Authority shall be obtained before processing the case further.

Where sub-divided units cannot be built upon as independent units under the bye-laws of the local body or where Technical Section advises against allowing sub-division, the lessee shall be informed accordingly.

## **PERMANENT CHANGE OF PURPOSE**

Permanent change of purpose is generally sought for from residential to commercial purposes in business areas. If the Master Plan permits such change according to the land use of the area, the same shall be allowed on the following terms and conditions:-

- (i) Payment of additional premium equal to 50 % of the difference between the commercial value of land at the time of offering the terms for change of purpose and the value thereof at the time of last sale or transfer.
- (ii) Payment of additional ground rent @ 2 ½ of full difference of values as mentioned in item (i) above.
- (iii) If the lease is un-restricted, the lessee agreeing to execute a supplemental lease providing for prior permission of the lessor for sale or transfer of the property.

Additional premium may be recovered in four equal installments, the first installment immediately, the second after the completion of two years, and the third and fourth installments before the completion of fourth and fifth years. Additional ground rent shall be charged only after the completion of the third year or after the completion of construction of the commercial building whichever is earlier. [7//2/64-L dated 6.7.1965]

N.B.: No additional premium or ground rent shall be recovered for additional construction permissible on the date of grant of permission under the bye-laws for commercial purposes in cases of grant of permanent change of purpose.

[WI-42(476) dated 5.7.1954]

## **SANCTION OF PLANS UNDER THE LEASE**

All plans sanctioned by the Local Bodies in respect of the properties under the administrative control of the Land and Development Office shall be submitted to this office by the lessees for approval under the terms of the Lease. The lessees shall submit the original sanctioned plans alongwith a copy thereof on blue print duly cloth mounted. The concerned Lease Section on receipt of such plans shall send the file to the Technical Section with the scrutiny sheet. The Technical Section shall scrutinise the plans and compare the copy with the original sanctioned plan and complete the additional ground rent, if any, recoverable in the case. They shall also ensure that the plans sanctioned are not in contravention of the Zonal/Master Plan. In case there is any construction in contravention, of the Zonal/Master Plan, such construction shall be treated as un-authorized. The file shall be passed on to the Drawing Branch for stamping and registration of the plans in the register maintained in that Section.

The Drawing Branch shall enter the plans in a Register called the Register of Approved Plans and indicate lease or sheet number on all the sheets in the set of approved plans. They shall compare all the sheets of the plan with the original sanctioned plan and submit to the Engineer Officer through Asstt. Engineer for approval under Lease. After the plans are signed by the Engineer Officer the copies of the plans shall be retained by the Drawing Section and the original sanctioned plans alongwith the file shall be sent to the concerned Lease Section for onward transmission of the original sanctioned plans to the lessees.

## **2. SANCTION OF PLANS IN CASES WHERE THE A.G.R. IS INVOLVED**

In cases where the Additional Ground Rent is recoverable, the Technical Section shall calculate the A.G.R. and pass on the file to the concerned Lease Section for further necessary action. The Lease Section shall draw the terms and send the file to the I.A.C. for vetting the same. As soon as the terms are checked and approved by the I.A.C., the same shall be offered to the lessee giving him 30 days time to accept the terms. Upon acceptance of the terms by the lessee, the Lease Section shall thereupon adopt the same procedure as indicated above in the case of sanction of plans under the lease.

Certain concessions in respect of additional construction and levy of additional ground rent have been given by the Government from time to time. The Technical Section shall therefore, calculate the ground rent keeping in view such concessions as offered by the Government from time to time, which is as follows:-

No additional ground rent shall be levied in respect of additional construction made within a period of five years from the date of execution of the lease deed if such construction is within the permissible limits under the Municipal bye-laws applicable at the time of lease of land. Where, however, no Municipal bye-laws were in force at the time to execution of the agreement for lease or lease deed, the limits as provided in the Municipal bye-laws as they came into force subsequently shall apply subject to an overall limit of 2 ½% storey residential building.

## **ADDITIONAL CONSTRUCTION**

As per the Ministry of W&H's letter No. G-25017/1/70-L. Vol. III dt. 12.4.1976, the policy regarding additional construction shall be as under:-

- (i) Additional construction shall be permitted free of charges upto 30% of the existing covered accommodation subject to the converge permissible under the Municipal bye-laws in force at the time of additional construction. This concession shall be valid for two years from the 10<sup>th</sup> December, 1963.
- (ii) From 5.10.1967 in the case of future leases, no additional ground rent shall be leviable in respect of additional construction made within a period of five years from the date of execution of the lease deed provided

it is within the permissible limit under the Municipal bye-laws at the time of lease. In the case of existing lease, no extra ground rent shall be leviable if permissible coverage as on the date of lease is completed within a period of three years.

- (iii) The above concession shall be given on the following conditions:-
- (a) Where supplementary leases were executed before 5<sup>th</sup> October, 1967.
  - (b) Where the lessee had accepted the terms for additional construction and paid Rs. 5/- for preparation of the Supplementary Lease Deeds and also paid the 1st instalment of additional ground rent before 5.10.1967.
- (iv) Basement not exceeding 200 sq. ft. in area shall be permitted in residential premises without recovery of additional charges provided it is used for installation of air-conditioning plant or for storing house hold materials. If at any time it is found that the basement has been let out either for residential or business purposes, the lessee shall be required to pay additional charges at the usual rates. In order to safeguard Government's interests in this regard a suitable undertaking shall be obtained from the lessee before the plans are sanctioned by the Land and Development Officer. Where the area of basement exceeds 200 sq. ft. additional ground rent shall be recovered for the area in excess of 200 sq. ft.
- (v) (a) With effect from 15.1.70, additional construction upto the permissible limits under the Municipal bye-laws as on the date of the lease shall be allowed at any time during the currency of the lease without recovery of additional charges provided that in cases where land had been allotted or sold prior to 1.4.1965 the bye-laws of the local body concerned as obtaining prior to that date only shall be applied for this purpose regardless of the fact whether the leases have been executed or not.
- (b) Provided further that in the case of residential leases, the concession shall be limited to construction upto 2 ½ storeyed and that in case where there were no municipal bye-laws in force at the time of the execution of the lease deeds, the limits as provided in the Municipal bye-laws as and when they came into force subsequently for the first time shall apply.
- (c) Additional Ground Rent which is already being recovered on account of additional construction with reference to the orders that have been in force prior to the issue of these orders shall continue to be recovered upto 14.1.1970. This additional ground rent shall be reduced w.e.f. 15.1.1970 to the extent as admissible under these orders vide sub para (a) above. However, the additional ground rent fixed in accordance

with this Ministry's letter No. 27/6/63-L dated 10<sup>th</sup> December, 1963 shall not be altered to the disadvantage of the Lessee by the application of these orders. The lessee shall, however, be allowed with effect from January 15<sup>th</sup>, 1970 such reduction in the existing additional ground rent as may become admissible vide sub-para (a) above.

- (d) No refund of the amount already re-covered on account of additional ground rent shall be allowed in any case.
- (vi) From 17.4.1976 in respect of residential premises only, no additional ground rent shall be recovered for additional construction upto 33 1/3% over and above the total construction which was permissible at the time of lease provided such construction is permitted under Municipal bye-laws on the date of construction.

In cases of properties built on plots measuring upto 100 sq. yds. where there is a marginal excess construction over and above 33 1/3 % benefit but the additional construction is within the Municipal bye-laws on the date of construction such marginal excess coverage upto 5 sq.ft. shall be condoned and no A.G.R. shall be recovered, provided this is within the permissible coverage allowed by the Municipal Bodies under their bye-laws. [Min. of W&H 40 NO. 4626-LD/79 dated 26.6.1971]

After the ground rent is revised the additional ground rent recovered previously for additional construction already made shall not be recovered in addition to the revised ground rent.

Additional Ground Rent if any, shall be recovered from the date of completion certificate or actual occupation whichever is earlier.

Any Supplementary Lease executed by the lessee for payment of additional ground rent for additional construction shall be cancelled in the event of proposed construction not having been undertaken by the lessee and additional ground rent if any, will be refunded to the lessee.

#### **ADDITIONAL CONSTRUCTION IN OPEN AREAS IN CONNAUGHT PLACE**

Additional construction in the open areas in Connaught Place shall be permitted on payment of:-

- (a) Additional premium equal to 50 % of the difference between the prescribed current market value of land for commercial purpose and the commercial value prevailing (prescribed) at the time of last transaction.
- (b) Additional ground rent @ 2 ½ % per annum of the full difference between the two values aforesaid.

Additional premium may be recovered in four equal instalments, the first instalment immediately, the second after the completion of two years and

the third and fourth instalments in the fourth and fifth years. Additional ground rent shall be charged only after the completion of the third year or, after the completion of construction of the building whichever is earlier.

Note:

- (a) No additional ground rent is recovered by convention, from Schools/Hospitals in respect of additions made to School/Hospital buildings for their own bonafide use.
- (b) Additional ground rent for additional construction done by various institutions which have been allotted land at concessional rates prevailing for such concessional allotments on the date of sanction by local body of plans for additional construction [7/19/62-L dated 25.11.1964].

### **GRANT OF COMPLETION CERTIFICATE UNDER THE LEASE AND EXECUTION OF PERPETUAL LEASE:**

After the building on the plot has been completed and the completion certificate obtained from the local body concerned, the lessee is required to apply for the grant of completion certificate under the terms of lease.

On receipt of an application for the grant of completion certificate under the terms of lease or on receipt of a copy of the completion certificate issued by the local body, lease section shall check up whether there are any breaches already in the knowledge of this office. If so, no action shall be taken on the application of the lessee or on the copy of the completion certificate received from the New Delhi Municipal Committee, till the breaches are removed and damages paid. The lessee may be advised accordingly. Where a lessee pays the damages but is unable to remove a continuing breach immediately, an undertaking to the effect that he shall remove the breaches by a specified date or get them regularized temporarily on payment of charges as fixed by the Government of India from time to time, till they are removed, shall be obtained from him and the case for the grant of completion certificate processed further, as detailed hereinafter.

Where there are no breaches already in the knowledge or after the same have been removed or got regularised on payment of damages and necessary undertaking furnished, the concerned Lease Section shall refer the file to Technical Section for examining the case for the issue of completion certificate under the lease. The Technical Section shall inspect the site and compare the construction with the plans. They shall fill in the Scrutiny Sheet and submit the case to Engineer Officer. After the Engineer Officer has seen and approved, the file shall be returned to Lease Section concerned, who shall inform the intended lessee of the completion of construction under the lease and simultaneously the lessee shall be asked to pay the cost of preparations of perpetual lease.

After the completion certificate is granted under the terms of the lease and the lessee has paid the cost of preparation of Perpetual Lease Deed, action for its preparation and execution shall be taken.

## **COST OF PREPARATION OF VARIOUS DOCUMENTS**

The cost of preparation of various lease documents shall be recovered from the intended lessee or licensee at the following rates:-

(i)	Agreement for Lease	Rs. 100/-
(ii)	Perpetual Lease/Lease Deed	Rs. 100/-
(iii)	Temporary Lease	Rs. 100/-
	For grass cutting	Rs. 20/-
(iv)	Licence Deed 'rights' 'other cases'	Rs. 100/-
(v)	Supplemental Lease	Rs. 100/-
(vi)	Conveyance Deed in respect of Super Structure	Rs. 100/-

Extra Certified true copies of various lease documents shall be supplied to the lessee or licensee on payment of cost of their preparation at the following rates:-

(i)	Agreement for Lease	Rs. 100/-
(ii)	Perpetual Lease	Rs. 100/-
(iii)	Site Plan of a particular locality	Rs. 50/-
(iv)	Supplemental Lease	Rs. 50/-

(per copy)

When a document is prepared and sent to the intended lessee for execution and he misplaces it or he returns the documents with the request that the same may be prepared in the name of some other member of his family (subject to mutation/substitution) and such request is granted or the document already prepared and sent to him becomes time barred for registration, the cost of preparation of the document shall be recovered at the following rates:-

- |      |   |   |
|------|---|---|
| (i)  | Agreement for Lease/Perpetual Lease/<br>Lease Deed/Temporary Lease/Licence Deed/<br><br>Conveyance Deed for Superstructure. | 25% of the stamp duty payable, subject to a minimum of Rs.100/- |
| (ii) | Supplemental Lease  | Rs.50/-   |

In the case of freehold conveyance deed, if the document is required to be executed afresh on account of the earlier one becoming time barred for registration or loss of the documents or expiry of the lessee etc. and in the meanwhile the rates of conversion fee has been revised, the difference of conversion fee plus the normal processing fee shall be recovered before issue of fresh Conveyance Deed. In such cases, the cases shall be processed in accordance with the conversion policy/guidelines applicable on the date of such request for revalidation. However, if there is no change in the conversion fee, 25% of the Stamp Duty payable on the document subject to a minimum of Rs.100/- shall be recovered.

For supply of certified copies of various documents permissible under the rules, an amount of Rs.20/- per page shall be recovered.

For inspection of various documents( as permissible under the rules) the fee is recoverable at the following rates: -

Rs.5/- per each 15 minutes duration exceeding the first hour.

No fee shall be charged for a blank form enclosed with a letter from the Government to a Lessee or intended lessee etc., conveying terms and conditions of the transaction.

## SCRUTINISATION OF BUILDING PLAN

The building plan schemes are referred to the Land & Development Office by the N.D.M.C. for examination under the terms of lease deed and to forward comments of this office. The scheme of the building plans received from N.D.M.C. shall be examined with reference to the terms of lease deed and any important breaches in respect of the property. The concerned Lease Section shall study the property file as soon as the scheme for building plans is received in order to check the following points:-

- (i) Whether the property is re-entered.
- (ii) Whether there are any breaches notified to the lessee but not remedied.

- (iii) Whether any demands were raised on the lessee but remained un-paid.

In case the reply to any of these queries is positive, the office shall immediately(within a period of 15 days) send remarks to the building plan committee giving reasons and requesting them not to sanction the building plans. Simultaneously the property section shall send the files alongwith the scheme for the building plans to the Engineer Officer so that he is prepared for attending the building plans committee with complete details.

[No. 5(3)/90/CDN, dated 29.9.93, office order No. 27/93]

## **INSPECTION OF PROPERTIES**

Inspection of the properties shall be carried out in the following cases:-

- (i) Grant of permission for sub-division of the premises.
- (ii) After the mutation of the premises where the last inspection was carried out more than six months before.
- (iii) Receipt of lessee's application for grant of permission for change of purpose.
- (iv) Receipt of a copy of MCD/NDMC notice to the lessee for unauthorised construction.
- (v) Regularization of breaches for further periods.
- (vi) Receipts of a protest letter from a lessee disputing the existence of misuse or the area misused or unauthorized construction.
- (vii) Receipt of a letter from the lessee about the removal of misuse or unauthorised structure.
- (viii) Expiry of the period allowed for construction of building on the land.
- (iii) Annual inspection.
- (iv) Specific written complaints regarding violation of lease terms.
- (v) Reconstruction of misplaced property file.
- (vi) Loss/misplacement of original property file.

Inspections shall generally be carried out by the overseers. However, where a lessee has challenged the existence of breaches or has disputed the

area misused etc. Assistant Engineer (Tech.) or Building Officer or the Engineer Officer shall himself inspect the premises. Assistant Engineer (Tech.) and Building Officer shall also carry out a percentage check of about 5 % of the premises inspected by the overseer.

The Technical Section shall prepare inspection report in triplicate, one copy for the concerned Property or Lease Section and the second copy for Accounts Section who shall make an entry in their ledgers indicating the date of inspection and the breaches, if any. One copy shall be retained in the Tech. Section as a permanent record. Where the Accounts Section finds from the file at a later date that this copy was not sent to them immediately after inspection, this fact of omission shall be brought to the notice of the Branch Officer or the Accounts Officer. The overseer shall restrict himself strictly to the noting of the factual position of the premises. He shall not give in the inspection note his views whether a particular breach is condonable or not. This discussion if necessary may find place in the noting portion of the file which shall be forwarded to the concerned section.

The properties owned by foreign Missions in Embassy Areas shall neither be inspected nor any notice taken of the manner in which such properties are used or built upon. Only ground rent shall be recoverable as and when it falls due and if not received, shall be demanded. However, the use of the properties owned or hired by the Foreign Missions outside the Embassy areas under private leased properties for other than the purpose for which it is allotted shall be ascertained from the name plates/signboards or official directory and further action on breaches of misuse shall be taken in the manner as in individual leases.

### **BREACHES (CHANGE OF PURPOSE OR UNAUTHORISED CONSTRUCTION)**

Where a breach of unauthorised construction or misuse is noticed a show cause notice shall be sent to the lessee asking him to remove the breach within 30 days from the date of notice. This period of notice may however, be extended to 60 days if the lessee gives cogent reasons to the satisfaction of the lessor. Where, however, the lessee neither removes the breaches nor sends any communication to the satisfaction of the lessor after the receipt of the notice, action shall be taken to re-enter upon the property whereupon the lease will stand forfeited. The re-entry order shall be communicated to the lessee requesting him to hand over possession of the leased premises to the nominated official of the lessor. If the lessee does not hand over possession to the said officer, action under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 for the eviction of the ex-lessee shall be initiated in the Court of Estate Officer in addition to the recovery of Govt. dues including damages charges etc.

Any communication from the lessee that the breach will be removed at a future date shall be disregarded. However, on receipt of intimation from the lessee indicating the specific date of removal of the breach, the premises shall

be inspected again as soon as reasonably possible and if the breach is found removed at the time of such inspection, charges for the breach shall be recoverable upto one day before the date of receipt of intimation about the removal of the breach.

The formulae for calculation of charges for change of use are as under:-

$$\frac{\text{Size of the plot} \times \text{Misused area} \times \text{Present commercial rate of land for the purpose for which the property is misused}}{\text{Permissible covered area}} \times \frac{\text{The land rate on the date of last transaction for which and was leased}}{10} \times 10 \frac{1}{2}\%$$

In the case of the residential leases in Rehabilitation Colonies, misuse charges recoverable from 5.5.1982 onwards shall be in accordance with the following formula:-

$$\frac{\text{Size of the plot} \times \text{Misused area} \times \text{Present pre-determined commercial value of the land for the purpose for which the property is misused}}{\text{Permissible covered area}} \times \frac{\text{Present pre-determined value of land for the purpose for which it was leased}}{6} \times 6 \frac{1}{4}\%$$

In cases where whole of the premises is under misuse, the misused area shall be taken as the total built up area i.e. plinth area including thickness of all the walls, garages and servant quarters. In cases of misuse of part of the premises, the misused area shall be calculated according to actual measurements of the area under misuse, such area being assessable/verifiable from the building plan as sanctioned by the local municipal body.

The rates of damages charges for different areas/localities are fixed by the Government from time to time. The present formula for calculation of damages charges for unauthorized construction is as under: -

$$\frac{\text{land rates} \times 10}{\text{Permissible FAR} \times 100}$$

In addition to misuse charges for change of user and damages charges for unauthorised construction, 10 % penalty shall also be recovered as under:-

- (i) Non re-entered cases on misuse charges only;
- (ii) Re-entered cases, both on misuse charges as well as on damages charges.

These charges may be paid in lump sum or in monthly installments not exceeding 24 for which interest at the rates as fixed by the Government shall be charged.

The facility of payment by installments shall be further subject to the condition that:-

- (i) in the case of non re-entered premises, the lessee shall be required to execute a bond.
- (ii) in case of re-entered premises, the ex-lessee shall be required to execute a supplementary lease, and
- (iii) in conversion cases(for change of purpose), the applicant shall be required to furnish a bank guarantee for the total amount of charges.

Where the lessee/ex-lessee files suit for eviction against defaulting tenants on receipt of the notice from the lessor for misuse and is successful in eviction of such tenants, the penalty shall be reduced to 1% of the damages/misuse charges instead of 10% as mentioned above, in consultation with the Ministry of Urban Development and Finance.

## **LETTING OUT OF PREMISES BY INSTITUTIONS**

The land is allotted to various institutions for specific purpose and they are not to be used for any other purpose. However, there may be instances where the premises constructed by the various institutions are let out to other institutions and even to public sector undertakings. The Government has, therefore, decided that w.e.f. 10.12.1999, the cases of sub-letting by the institutions shall be dealt with as follows: -

- (i) The maximum area that may be permitted for sub-letting, including the area which can be used for the purpose of residence of the functionaries of the allottee institution shall not exceed 40% of the total built-up area. The area which can be used for purpose of residence of the functionaries shall be upto 15% of the built up area subject to the maximum of 150 sq. mtr.
- (ii) In respect of sub-letting to the Government Departments/Organizations, subject to the aforesaid ceiling, the L&DO will not charge any share in the rent realised.

- (iii) In case of sub-letting to Organizations of similar nature, 15% of the rent realised will be payable to the L&DO.
  - (iv) Any sub-letting/use of the premises beyond the aforesaid prescribed limit and without prior permission shall be treated as a breach. However, in case the area used for residential purpose for the functionaries of the allottee institution, no prior permission would be required provided the area so used is within the prescribed ceiling.
- II For past cases( i.e. sub-letting cases prior to 10.12.1999): -
- (i) Where sub-letting has taken place without prior permission, these will be regularized, as under: -
    - a) Similar organizations: 15% of the rent will be payable to L&DO.
    - b) In case of sub-letting to other organisations, rent will be payable as under: -

<u>Sub-let area</u>	<u>Rent payable</u>
upto 25% of the built up area	25%
More than 25% but upto 40% of the built up area	40%
More than 40% of the built up area	Misuse charges for the excess area

- (ii) In all cases of sub-letting/misuses, the allottee institutions will be required to bring down the percentage of the total sub-let area and also the area which can be sub-let for various purposes as per para 3A(I) (a) above within 2 (two) years. This can be done by achieving full FAR or by evicting existing tenants or both. In case, this is not complied with, the property will be re-entered.

III The terms "rent" would mean the rent as shown in rent deed or the fair rent as determined by CPWD, whichever is higher.

2. The above instructions are effective from 10.9.1999 and the past cases, if any, decided otherwise will not be re-opened.

3. These guidelines will apply only to institutional allotments and will not cover the allotments made to press or allotments made for commercial purposes.

## **CONSTRUCTION OF THE BUILDING BY ALLOTTEE INSTITUTION**

As regards construction of the building it is provided that :-

- (a) Building plans shall be got sanctioned from the local body within a period of one year from the date of handing over the possession of the land; No objection certificate should be obtained from the lessor before getting the plans approved by the local body.
- (b) Occupancy certificate shall be obtained within 3 years from the sanction of the building plan and completion certificate and plans shall be furnished to the Land & Development Office within a period of 4 years from the date of sanction of the building plan.
- (c) During the period of construction, namely upto the date of the sanction of the occupancy certificate by the local body, temporary structures for storage and security need not be objected to by the lessor, and
- (d) If the institution puts up temporary construction for running bonafide activities due to lack of funds for construction of the building as long as extension for construction of the building is granted, such temporary construction need not be objected to provided that built up area is within the permissible limits.

[M/o UD letter No. 344/94-LD dated 21.3.1994]

## **BELATED CONSTRUCTION**

As per the Lease Deeds/Memorandum of Agreement/terms of Allotment, the construction on the plots are to be completed within 24 months from the date of allotments. However, there are some cases where the allottees/ lessees have not completed the construction within the stipulated period. It has been decided that, in respect of rehabilitation properties with the L&DO, action should be initiated immediately for re-entry of the plots in question as per the terms of lease, if there is delay on the part of the lessee in carrying out construction thereon. In response to this, if the lessee come forward for compromise, the department should offer terms for withdrawal of re-entry, which may include inter-alia, penalties. The quantum of penalty should be at par with that being charged by the Delhi Development Authority in such cases. The present rates of penalty being charged by DDA is given at Annexure-A.

2. In respect of the institutional plots, extension for constructions shall be granted on case to case basis up to five years by the Land & Development Officer and thereafter the extension shall be granted only with the approval of the Ministry. However, the maximum period for which such extension shall be allowed is 10 years in all, and in case no construction takes place within this

period, the allotment shall be cancelled and plot would be put to alternative use.

3. All pending requests for extension of time for carrying out construction in respect of residential as well as institutional plots shall be processed in accordance with the above instructions.

**Annexure-A****Rates of Composition Fee (sq. mtr.)****I. Residential properties:-**

Years	Residential	Industrial	Commercial	
			Low Turn Over LSC/CSC	High Turn Over CC/DC/FC
1.	Nil	Nil	Nil	Nil
2.	Nil	Nil	Nil	Nil
3.	Nil	Nil	Nil	Nil
4.	5.00	5.00	5.00	5.00
5.	10.00	10.00	10.00	10.00
6.	50.00	60.00	90.00	180.00
7.	55.00	65.00	95.00	190.00
8.	60.00	70.00	100.00	200.00
9.	65.00	75.00	110.00	220.00
10.	70.00	80.00	120.00	240.00
11.	80.00	90.00	135.00	270.00
12.	85.00	95.00	140.00	280.00
13.	90.00	100.00	150.00	300.00
14.	95.00	105.00	155.00	310.00
15.	100.00	110.00	165.00	330.00
16.	125.00	145.00	220.00	440.00
17.	130.00	150.00	225.00	450.00
18.	135.00	155.00	230.00	460.00
19.	140.00	160.00	240.00	480.00
20.	145.00	165.00	250.00	500.00
21.	190.00	220.00	330.00	660.00
22.	195.00	225.00	340.00	680.00
23.	200.00	230.00	345.00	690.00
24.	205.00	235.00	350.00	700.00
25.	210.00	240.00	360.00	720.00

1. Local Shopping Centre.

2. CC-Community Centre : DC-District Centre:

FC-Facility Centre

II **Institutional properties:-**

upto 500 sq. mtr.

above 500 sq. mtrs. subject to  
minimum as per Column (2)

Years

(1)	(2)	(3)
1.	Nil	Nil
2.	Nil	Nil
3.	Nil	Nil
4.	5.00	Nil
5.	10.00	Nil
6.	15.00	10.00
7.	20.00	10.00
8.	35.00	10.00
9.	40.00	20.00
10.	45.00	20.00

## **BELATED INTIMATION OF CHANGE IN POSSESSION**

The restricted Lease Deeds stipulate that all changes in possession of leased premises by transfers, succession or otherwise be registered with the lessor within one calendar month from the date of such change of possession. In failure to do so, the lessor may impose on him for each such case of neglect a penalty of Rs.200/- in addition to the action for violation of lease terms. In the case of Rehabilitation properties paying nominal ground rent only where the lessee does not intimate the registration of the sale deed in time as per conditions of the sale permission letter a penalty not exceeding Rs. 200/- shall be levied on the purchaser. This will be in addition to the penalty recoverable in respect of sale without permission.

N.B.:

- (i) In certain leases, the intimation has to be given to the Local Authority. The Local Authority shall mean the Land and Development Office and not the Local Body.
- (ii) No penalty shall be levied in the case of substitution of the property in the name of the legal heirs of the deceased for belated intimation; and

## **NON-PAYMENT OF GROUND RENT**

Every lessee or licensee is required to pay the ground rent, additional ground rent or enhanced ground rent, if any, specified in the Lease Deed/Supplementary Lease Deed or Sale permission letter on the specified dates. Non-payment of ground rent on the specified dates shall be treated as a breach of the Agreement for Lease/Lease Deed.

In cases where there is no other breach of the terms of lease and the payment is made before the property is re-entered, whether or not the lease deed contains a clause for the recovery of interest on the arrears of ground rent, the ground rent shall be accepted on payment of interest on the arrears of ground rent a fixed by the Government from time to time unless it is fixed in the terms of the Agreement.

In cases where the property is re-entered for non-payment of ground rent only, re-entry shall be withdrawn only after the recovery of penal interest rate of interest fixed by the Government from time to time or as provided in the lease deed.

In cases where property is re-entered for other breaches and the ground rent has not been accepted on account of the breaches, the normal rate of

interest shall be recoverable alongwith damages/additional charges and other penalties for the purpose.

NOTE:

- (a) No interest shall be charged if the amount of annual ground rent does not exceed Rs. 20/-
- (b) Whether a party other than the lessee sends a cheque for ground rent which is not encashed, pending clearance whether the same had been sent for and on behalf of the lessee, interest shall be levied only upto the date preceding the date of receipt of the cheque in the office. No interest shall be levied for the period of delay in encashment.

## **SALE PERMISSION**

Most of the leased premises administered by the Land and Development Office are restricted i.e. permission of the lessor (the Land & Development Office) is a precondition for assignment or transfer of lease hold rights by the lessee. Hence in restricted leases it shall be obligatory for the lessee to obtain prior permission of the lessor such permission where required, can be granted to the lessee or his duly authorized attorney. The application for sale permission shall be submitted in the prescribed format (Annexure-II) alongwith the documents mentioned therein.

### **2. PERSONS WHO CAN APPLY FOR SALE PERMISSION:**

- (i) The person or persons whose names appear on the records of the Land & Development Office as lessee(s); and
- (ii) Duly authorized attorney(s) of the lessee(s) in possession of registered Power of Attorney.

### **3. PROCEDURE FOR MAKING AN APPLICATION FOR SALE PERMISSION:**

A lessee or his duly authorized attorney can make an application for sale permission of the leased premises administered by the Land & Development Office in the prescribed format. The application complete in all respect and signed by the lessee(s) or duly authorised attorney(s) of the lessee(s) as the case may be can be sent by Registered post or delivered at the Information Facilitation Centre of the Land & Development Office.

If the application is made by attorney(s) of the lessee(s), it shall accompany:-

- (i) An attested copy of the Power of Attorney duly executed and registered under the Indian Registration Act;

- (ii) Consent affidavit of the lessee in the prescribed format to the effect that the General Power of Attorney has not been revoked and he/she has no objection to the sale permission being given to the attorney; and
- (iii) Nominee's Affidavit in the prescribed format, where sale permission is to be in favour of the Attorney's/Intending Purchaser's nominee.

**4. DOCUMENTS TO BE ENCLOSED TO THE APPLICATION:**

Apart from the documents listed above in cases where the Attorney of the lessee(s) applies for sale permission, the following documents shall accompany the application:-

- (i) Certified copy of the Agreement to sell, duly registered under the Indian Registration Act;
- (ii) An undertaking to the effect that no court case is pending in respect of the subject property and also that the property is free from encroachments.
- (iii) In case of residential Properties where the intending purchaser is an individual or a HUF, an affidavit in the prescribed form of the intending purchaser/transferee duly sworn before a Magistrate/Sub-Judge with verification clause duly completed to the effect that he/she or any member of his/her family do not own any residential plot or house in Delhi. A photograph of the deponent or intending purchaser shall be affixed on this affidavit;
- (iv) Where the intending purchaser is a company, a copy each of :-
  - (a) Memorandum of Association;
  - (b) Articles of Association;
  - (c) Certificate of incorporation;
  - (d) Resolution empowering one or more of the Directors to purchase the property for the company.
  - (e) List of the present Directors;

(All duly attested by the Company Secretary, Director, a Gazetted Officer or a Notary Public)
- (f) An affidavit (in the prescribed form) duly attested by Magistrate of 1st Class, to the effect that the property shall be used only for residential purposes (applicable in respect of residential leases).
- (v) Where the intending purchaser is a Firm, a copy each of:-

- (a) Deed of Partnership duly registered with the Registrar of Firms;
- (b) Resolution empowering one or more of the partners to purchase the property for the firm;
- (c) List of present partner;

(All duly attested by a Gazetted Officer or a Notary Public), and

- (d) An affidavit (in the prescribed format) to this effect that the property will be used only for residential purposes ( applicable in respect of residential leases).

If the application is not accompanied by the requisite documents, the same shall be returned at the receipt stage. An acknowledgement slip as shall be given to the applicant or his messenger by the Receipt Clerk in case of complete application as a token of its receipt by the Land & Development Office.

#### **5. PROCEDURE FOR GRANT OF SALE PERMISSION:**

An application for grant of sale permission received in the Land and Development Office shall, on the date of its receipt, be date-stamped and diarised by the Information Facilitation Centre to indicate the date of its receipt. The same shall, thereafter be entered in the computer and the computer generated code number is assigned and then passed on to the section concerned which shall in the first instance scrutinise the same in order to ascertain whether it is complete in all respects or not as per the computerized check list. Incomplete application shall be rejected within 30 days of its receipt and reply sent to the applicant..

If the application is complete in all respects, the necessary calculations shall be completed and the terms for sale permission shall be offered on the basis of the available information on record, within 90 days of the date of receipt of complete application. The applicant or lessee(s) shall be given 30 days time from the date of the letter to comply with the terms offered for grant of sale permission. It shall also be made clear in the terms letter that without compliance of the terms, no correspondence shall be entertained and if the representation is made against the terms, and on consideration of the representation, if there is no change in the original terms, the original application for sale permission shall be treated as disposed of and the crucial date will be shifted to the date of such representation. Such representation shall be disposed of in 30 days, by offering the fresh terms.

If the applicant or lessee does not make the payment within the stipulated 30 days period from the date of offering the terms, the terms, the application for sale permission shall be treated as closed.

If the applicant or lessee makes the payment after the expiry of the stipulated period, the crucial date shall be shifted to the date of such payment

and if there is change in the land rates during intervening period, the applicant or lessee(s) shall be liable to pay the difference in the unearned increase etc. before granting of the sale permission.

If the payment is made by the applicant or lessee(s) through a Bank Draft or a Banker's Cheque, the sale permission shall be issued by the Land & Development Office within a week of receipt of the Bank Draft/Banker's Cheque. In case where the payment is received through a personal cheque, the sale permission be issued within a week of realising the amount through the Bank.

#### **6. UNEARNED INCREASE:**

The date of receipt of complete application in the Land & Development Office shall be the crucial date for calculation of unearned increase. The unearned increase shall be calculated by taking the date of receipt of complete application as the crucial date and the original premium/last transaction value as the case may be and the notified land rates applicable for the crucial date as the relevant factors.

In the case of first sale of rehabilitation properties, neither any unearned increase is payable nor is the ground rent to be revised. However, other dues if any on account of damages charges, misuse charges or arrears of ground rent etc., may be recovered before grant of sale permission. In cases where no demand is to be raised the formal letter of grant of sale permission shall be issued immediately after the documents are received and found in order. Such files shall not be referred to Internal Audit Cell.

#### **7. FORMULA FOR WORKING OUT UNEARNED INCREASE:**

The amount of unearned increase with reference to the crucial date shall be arrived at as under:-

Plot area X (Present day value of the land minus last transaction value) X  $\frac{1}{2}$

N.B.: The terms "Last Transaction Value" means the original premium where the lease premises or any part thereof has not been sold/assigned or the value on the date of last sale/assignment where the leased premises was sold/assigned in full or part. In case the land rates on the crucial date are under revision an undertaking may be obtained from the purchaser that he/she shall pay the difference in the unearned increase and enhanced ground rent if the land rates are revised retrospectively.

[M/o UD letter No. 13019/1/93-LD dated 11.03.1994]

#### **8. TERMS FOR GRANT OF SALE PERMISSION**

After the calculation of unearned increase, terms for grant of permission for sale shall be drawn and referred to the Internal Audit Cell for concurrence. The terms shall comprise of the following:-

- (i) amount of unearned increase payable by the lessee;
- (ii) amount of enhanced ground rent payable by the intending purchaser from the date of execution of sale deed;
- (iii) amount of ground rent upto the ensuing 14<sup>th</sup> January or 14<sup>th</sup> July, whichever is earlier, if not already paid;
- (iv) amount of damages for breaches upto ensuing 14<sup>th</sup> January or 14<sup>th</sup> July whichever is earlier, if the breaches are not removed and the intending purchaser furnishes the requisite undertaking;
- (v) amount of penalty recoverable, if any; and
- (vi) amount of interest recoverable, if any,

The rights and responsibilities accruing from sale permission accorded to a lessee on certain terms and conditions which were to be fulfilled by him before his death, are inherited by the heirs of the deceased lessee. It shall not, therefore, be necessary to work out any fresh terms and conditions in such a case. The case shall be processed further on the basis of old terms after carrying out mutation in the name of the heirs.

#### **9. INSPECTION OF THE PREMISES:**

There shall be no need to conduct fresh inspection of the premise for considering sale permission application except in cases where the lessee/attorney has claimed removal of the breaches conveyed if any or in case of any specific complaint. Terms shall be finalised only on the basis of the available information to ensure that there is no undue delay.

#### **10. GRANT OF SALE PERMISSION:**

On the terms being complied with in full, sale permission to the lessee or attorney, as the case may be, shall be granted by the Land & Development Office through a computer generated letter in the prescribed format. The lessee or attorney shall execute the sale deed within the valid period of sale permission and shall get it registered with the Sub-Registrar having jurisdiction over the area in which the property is situated. One copy of the registered sale deed duly attested by the Sub-Registrar shall then be furnished to the Land & Development Office. If the sale deed is found to be in order, mutation letter in favour of the purchaser shall be issued. In case of delay in getting sale permission terms or mutation letter, the lessee or attorney, as the case may be, may contact the concerned Dy. L&DO or Public Relation Officer with prior appointment.

**11. DURATION FOR WHICH SALE PERMISSION SHALL BE VALID:**

If the land rates valid as on the crucial date are not in force at the time of issue of the terms or these rates are not likely to be in force for more than 6 months, the sale permission shall be valid for a period of 6 months.

**12. EXECUTION OF SALE DEED:**

The sale permission letter shall also contain a stipulation that if the sale deed is executed after the expiry of the time limit specified in the sale permission letter, the mutation will be carried out only on payment of the difference in the unearned increase either by the lessee(s) or by the purchaser. A copy of the sale permission letter shall also be marked to the intending purchaser.

If the sale deed is executed within the valid period of the sale permission, the mutation shall be carried out on the basis of certified copy of the sale deed.

If the sale deed is executed after the expiry of the time limit, the demand of the difference in the unearned increase due to revision of land rates shall be raised and realised before carrying out the mutation. However, if the sale deed is executed after the expiry of the time limit and the revision of land rates has become due but the revised land rates have not been notified when the purchaser approaches for mutation, the mutation may be carried out after obtaining an undertaking from the purchaser agreeing to pay the difference in unearned increase.

[M/o UD letter No. J-13019/1/93-LD dated 11.03.1994].

**13. SALE WITHOUT PERMISSION:**

A lessee shall not sell lease-hold without permission of the lessor where such permission is required and sale without the lessor's permission shall be a breach of the terms of the lease for which the lessor may re-enter the property and the lease-hold rights shall stand forfeited to the state. Such breach may be regularised on payment or penalty in addition to the payment of unearned increase, if recoverable.

If the sale deed is executed without prior permission of the lessor and an application is made for mutation of property, the date of intimation of transfer alongwith certified copy of the sale deed shall be the crucial date for purposes of calculating unearned increase. Though in the normal course, the demand of unearned increase shall be on the lessee, in such cases where the sale deed has already been executed and if the purchaser is willing to pay the amounts, there shall be no objection in raising the demand on the purchaser before carrying out the mutation. In all such cases a penalty of Rs. 3,000/- per annum shall be levied.

## **GIFT PERMISSION**

Some leases are un-restricted i.e. prior permission of the lessor is not required before any assignment or transfer of lease-hold rights. However, in restricted leases, permission of the lessor is a pre-condition for assignment or transfer of lease hold rights by the lessee. Since gift is a mode of transfer of the property, permission of the lessor shall be necessary in case of a lease which is restricted. Such permission, where required shall be granted to the lessees or his duly authorised attorney by the Land & Development Office.

### **2. PROCEDURE FOR SEEKING AND GRANT OF GIFT PERMISSION:**

The procedure for seeking gift permission of the property by the lessee or his duly authorised attorney and grant thereof by the Land & Development Office shall be the same as in the case of grant of permission for sale of the property.

### **3. GIFT WITHOUT PERMISSION:**

A lessee shall not transfer his/her right in the lease-hold property without the permission of the lessor where such permission is required. Since gift is a mode of transfer of property, gift without permission shall be breach of terms of the lease. Such breach may be regularised on payment of penalty and unearned increase/enhanced ground rent, if recoverable. The rates of penalty and formula for calculation of unearned increase shall be the same as in the case of sale without permission.

### **4. GIFT WHEN NOT TREATED AS TRASFTER FOR RECOVERING UNEARNED INCREASE:**

The following two instances of gift of property shall not be treated as transfer and neither unearned increase shall be recoverable nor shall the ground rent revised:-

- (i) Gift of properties to the members of one's own family out of natural love and affection; Family for this purpose shall mean husband/wife, mother, father, son, daughter, grandson/grand daughter as the case may be.
- (ii) Gift to a charitable institution subject to its furnishing of a certificate that it has no objection to the accepting of the property in gift.

## **MORTGAGE PERMISSION**

Mortgage is a transfer of an interest in an immovable property for securing loans. Therefore, in restricted leases, i.e. where the lease deed provides for prior permission of the lessor for transfer or assignment of lease hold rights, it shall be obligatory for the lessee to obtain prior permission of the

lessor before mortgaging the premises. Failure to do so shall amount to breach of lease terms of which the property can be re-entered.

## **2. APPLICATION FOR GRANT OF MORTGAGE PERMISSION:**

A lessee may himself apply for mortgage permission in the prescribed form alongwith the documents indicated in the application form. An agent of the lessee can also apply for mortgage permission provided he or she holds a registered Power of Attorney Deed and furnishes an attested copy of the same alongwith the application.

## **3. PROCEDURE FOR GRANT OF MORTGAGE PERMISSION:**

On receipt of an application for the grant of mortgage permission the same shall be entered in the computer and a code number is assigned and passed on to the concerned Section. The concerned section shall prepare the computer input and examine the application with reference to the check list. The DA shall check up whether there are any breaches of the terms of lease deed already in the knowledge and if so no action on the application shall be taken till the breaches are removed/temporarily regularized. Where the lessee is unable to remove the breaches but pays damages upto ensuing 14<sup>th</sup> January or 14<sup>th</sup> July, whichever is earlier and also furnishes an undertaking to get the breaches regularized on payment of charges till they removed, the application shall be processed further for recovery of the charges.

## **4. PURPOSE OF MORTGAGE:**

A lessee or a duly authorised agent can seek mortgage permission for the following purposes:-

- (i) for raising loan for construction of additions and alterations to the building; or
- (ii) for raising loans for some other purposes like business.

## **5. MORTGAGE PERMISSION FOR RAISING LOANS FOR CONSTRUCTION/ ADDITIONS AND ALTERATION OF THE BUILDING:**

If the demised premises is proposed to be mortgaged for raising a loan for construction or additions and alterations on the leased land, the applicant shall furnish the original construction plans duly approved by the local body concerned, alongwith one copy thereof duly attested by the local body, In case there are breaches of terms of lease deed already in the knowledge of the office, the plans shall be examined by the Technical Section under the terms of the lease in order to ascertain:-

- (i) Whether any additional ground rent is involved; and

- (ii) If the additional ground rent is involved, upto what period the same has been paid.

In case the premises are free from breaches as per records of the Land & Development Office, the sanctioned plans shall be got examined by the Technical Section after issue of the mortgage permission. The original set of plans shall be returned to the applicant duly sanctioned under the terms of the lease and the other copies shall be retained in the records of the Land & Development Office. After the plans are sanctioned under the lease, and the breaches if any removed or regularised, the applicant shall be asked to deposit a sum of Rs. 100/- towards the cost of forms and preparation of a tripartite agreement. This amount can be paid through Indian postal Order or Bank Pay Order drawn in favour of Land & Development Office, payable at New Delhi.

#### **6. TRIPARTITE AGREEMENT:**

A tripartite agreement shall be required in case of mortgage permission in favour of LIC or Banks etc. The tripartite agreement shall be prepared by the Land & Development Office in quadruplicate and send to the applicant for execution both by himself or herself and the mortgagee. The lessee shall, after execution both by himself and the mortgagee, return all the four copies to the Land & Development Office for execution by the Authorised Officer on behalf of the lessor. After execution by the Authorised Officer, a formal letter of grant of mortgage permission shall be issued by the Land & Development Office and the three copies of the Tripartite agreement duly executed shall be returned to the applicant.

The lessee shall then proceed to execute the mortgage deed with the mortgagee, have it registered with the Sub-Registrar and furnish a copy of the deed to the Land & Development Office within one month of the date of its execution and registration.

It shall not be necessary to execute a Tripartite Agreement in a case of a mortgage with a Department of the Government of India or Delhi Administration or where a property leased by the Regional Settlement Commissioner is still in the hands of the original lessee. In such cases mortgage permission shall be issued in the prescribed format immediately after the plans are sanctioned under the lease and the outstanding dues are recovered.

#### **7. MORTGAGE WITHOUT PERMISSION:**

Mortgage is a transfer of the demised premises and hence where the lease deed provided that permission of the lessor shall be obtained before any assignment or transfer of the property, it shall be incumbent upon the lessee to obtain prior permission of the lessor to mortgage the premises. Mortgage without the lessor's permission in restricted leases shall be a breach of the terms of the lease. Such breach of terms may be regularized by:-

- (i) payment of penalty at the following rates in addition to the other dues such as damages charges/misuse charges, arrears of ground rent etc.;

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Area of the Plot	Amount of penalty	
	For a delay upto 2 years in intimating the breach.	For a delay over 2 years in intimating The breach.

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a) Less than 200 sq. yds.	Rs. 200/-	Rs. 300/-
b) 200 sq. yds. & above but less than 400 sq. yds.	Rs. 300/-	Rs. 400/-
c) 400 sq. yds. and above but less than 800 sq. yds.	Rs. 400/-	Rs. 500/-
d) 800 sq. yds. and above	Rs. 500/-	Rs. 600/-

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- (ii) Execution of a tripartite agreement providing for the recovery of unearned increase etc. in the event of fore-closure of the mortgage.

Where a mortgage comes to notice only after the fore closure thereof, penalty for sale without permission shall also be recovered. The period for the purpose of sale without permission shall be counted from the date of sale or fore-closure to the date on which intimation had been sent to the Land & Development Office.

## **MUTATION AFTER TRANSFER**

Mutation is a process of substitution in the place of the previous lessee, the name(s) of new lessee(s). Upon transfer of the leased premises by way of sale or gift etc., the name of transferee is mutated in the records of the lessor. The application for mutation shall be submitted in the prescribed proforma alongwith enclosures mentioned therein at the IFC.

On receipt of an application for mutation after transfer of a property, it shall be entered in the computer and the code number is assigned and the same are sent to the concerned section, the concerned section shall verify whether the transfer has been effected with the permission of the lessor, if such permission was required to be obtained under the terms of lease. If so, the transferee shall be asked to furnish a copy of the transfer deed, duly certified by the Sub-Registrar.

If the Sale Permission/Gift Permission is granted to the lessee and the sale deed/gift deed has been executed by the lessee itself, strictly as per the permission granted, such sale deeds or gift deeds shall not be referred to Branch Officer or Legal Officer for checking. In such cases the sale deeds or gift deeds, as the case may be, shall be checked in the Section itself and mutation letter put up. If the sale deed or gift deed is executed through attorney, such documents shall be referred to Branch Officer or Legal Officer for vetting.

[No. 24(19)/91-CDN dated 20.7.1992 – Office Order No. 10/92]

If the transfer deed is found to be in order, it shall be checked whether the intimation of change in possession had been given within the specified period of one month (applicable in all cases of rehabilitation properties and certain cases of old un-restricted leases of land granted by the Land and Development Officer only) and whether other conditions, if any, of grant of permission for transfer had been complied with. If these conditions have been complied with to the satisfaction of the office, a letter intimating mutation of the property in the prescribed forms shall be issued.

If the transfer deed is found to be defective, the transferee shall be intimated of the defects with the request to get them rectified through a registered deed. If the rectification deed is executed and is in order and all other conditions are complied with by the transferee, mutation of the property shall be done.

Where, in a case of transfer of a Rehabilitation Property, intimation is not received within a period of one month from the date of registration of transfer deed, a show-cause notice shall be issued to the purchaser in a prescribed format, for the payment of penalty of **Rs. 200/-**. This amount is indicated in the mutation letter.

Where, it is found that no permission for the transfer of the property had been obtained under the terms of lease, action shall be taken for this breach of

the terms of lease in accordance with the procedure. Mutation of the property shall be carried out in the name of the transferee only after all Government dues have been realised and the conditions precedent to carrying out mutation has been fulfilled by him. Mutation in cases of (i) transfer with permission where such permission is required, and (ii) sale/transfer without permission of the lessor where such permission is not required shall not act as a waiver of the breaches in knowledge of the lessor, if any. Dues if any shall be demanded simultaneously with the mutation letter. However, if unearned increase is recoverable, the mutation shall be carried out only after its recovery.

Mutation may be carried out only with the consent of lessee where the Sale Deed is executed by the G.P.A. even though the sale permission had been obtained by the lessee by independently applying for the same. After execution of G.P.A. if the Principal (Lessee) acts himself, it amounts to implied revocation. However, an exception can be made in cases of G.P.A. coupled with consideration which should have been clearly mentioned in the G.P.A. itself.

[No. 24(12)/76-Pt./CDN, dated 23.2.1993, Office Order No. 6/93]

## **2. MUTATION ON TRANSFER OF PROPERTY ON THE BASIS OF COLLUSIVE DECREE:**

In cases where the lessee does not have any objection and he being a party to the collusive decree and the decree is registered and this office have absolutely no interest in the transaction and Government interest is not affected, there is no need to go into extraneous items which do not concern this office or Government interest. The registered decree may be accepted and mutation shall be carried out by treating it as transfer.

[No. 24(55)90-CDN, dated 9.2.1993 Office Order No. 2/93]

N.B.: All collusive decree obtained after 13.12.1990 should be registered. [Office order 32/90 dated 13.12.1990 read with office order No. 2/93 dated 9.2.1993]. In order to examine whether a decree is collusive requiring registration, all such cases may be referred to VLO/ALA for advise. Relinquishment of share with consideration is also treated as transfer and unearned increase is recoverable in such cases as in the case of sale permission.

3. Transfer of title on the basis of Release Deed/Relinquishment Deed /'Will' in favour of a person who is not in direct line of succession is also treated as 'transfer' and the formalities for mutation as mentioned in the chapter are to be followed.

## **SUBSTITUTION**

Substitution is the process of mutation of the names of legal heirs on the death of lessee/allottee. The processing of substitution applications has been computerized. Application for this purpose shall be made on the prescribed format (Annexure-IV) and signed by all of the legal heirs in whose favour substitution to be carried out, accompanied by the following documents prescribed in the Application Form viz. :-

- (i) Attested copy of the death certificate of the lessee issued by the Local Body.
- (ii) Affidavit, in the prescribed format, of all the legal heirs, duly sworn before a Magistrate/Sub-Judge if the property is to be substituted in favour of all the legal heirs or in case the substitution is to be carried out on the basis of 'will'.
- (iii) Certified copy of the relinquishment deed duly registered with the Sub-Registrar in whose jurisdiction the property is situated, in case one or more legal heirs want to release his/her share in favour of the applicant along with affidavit of the applicant as mentioned in para (i) above.
- (iv) Attested copy of the 'Will' if any, left by the lessee.

In cases, where the property is to be substituted in favour of one or more legal heirs on the basis of a Will (Registered/Un-Registered) the beneficiary/beneficiaries shall be asked to submit affidavit and Indemnity Bond of the Beneficiary in the prescribed format, alongwith the affidavits of all other legal heirs. If it is not possible for the beneficiary to furnish affidavits from all legal heirs or when the Will is disputed or in case the genuineness of the Will is doubted, then he/she shall be asked to obtain probate of the 'Will' from a competent Court of Law and furnish certified copy of the same before substituting the property. Substitution of title in favour of a person who is not in direct line of succession shall be treated as transfer and unearned increase is recoverable as per rules.

If the application and the documents furnished are in order and there is no dispute about the genuineness of the 'Will', substitution letter shall be issued to the applicant within three months.

[No. 7(4)/69-CDN dt. 24.9.1992 – Office order No. 14/92]

Substitution on the basis of court orders or decree shall be carried out on furnishing by the successor of the property, an attested copy of the death certificate of the lessee and a certified copy of the plaint and court order or decree declaring the successor to be the lawful heir to the property along with the affidavit of the beneficiary.

## **2. PROCEDURE FOR PROCESSING SUBSTITUTION CASES:**

All the applications are received in the Information Facilitation Centre and the computer code will be assigned and then sent to the concerned section.

If the property is to be substituted in favour of all the legal heirs when there is no 'Will' or Relinquishment or any other legal documents, the affidavits of the legal heirs and the death certificate shall be checked in the Section concerned. The input proforma is prepared and case checked by DA as per the check list. If the case is in order, a computer generated substitution letter is put up after obtaining approval of the Branch Officer, if any dues are to be recovered, on there is some unauthorised construction/misuse exist in the premise, the charges shall be calculated in consultation with Tech. Section & vetted by IAC & the demand letter is to be issued simultaneously with the substitution letter. A reference in this regard shall be made in the substitution letter.

Where the substitution is to be carried out on the basis of the Will/Relinquishment deed/court order or any other legal documents like probate, letter of administration etc. all such documents shall be referred to the Branch Officer/Legal Officer for vetting.

In case of any doubt the matter shall be referred to Assistant Legal Advisor by the Branch Officer, with a proper referring note clearly stating the issue of advice.

[No. 24(19)/91-CDN dated 20.7.1992 – Office order No. 10/92]

Unearned increase shall not be demanded in case of transfer of property among members of the same family at the time of succession. "Family" for this purpose shall mean "husband/wife, as the case may be, mother, father, son, daughter, grand son/daughter, as the case may be. [No. 24(61)/90-CDN dated 30.9.1991, Office order No. 13/91 read with office order No. 21/76 dated 31.3.1976]. However, in case of transfer of property subsequent to such substitution, either by way of Relinquishment Deed/Release Deed/Gift Deed in favour of a person who is not in the direct line of succession of the recorded lessee shall be treated as transfer and unearned increase shall be recoverable. All previous orders contrary to this have been superseded.

Substitution of the property in the names(s) of heirs shall not act as a waiver of the breaches in the knowledge of the lessor, if any. Substitution shall, therefore, be carried out even while the breaches remain un-remedied. In such cases it shall be indicated in the substitution letter that such and such breaches exist in the premises and that action therefore is being taken separately. The terms for temporarily regularization of the breaches may also be issued simultaneously with the substitution letter.. The ground rent shall not be accepted till the breaches are removed or temporarily regularised.

### **3. REVIEW OF SUBSTITUTION ORDER:**

In case a situation arises where it becomes necessary to review an order passed by an officer, it shall be necessary that the approval of superior officer is obtained before any modified communication is issued as a result of such review modified. As for instance in a case where order is issued by the Dy. Land & Development Officer and it becomes necessary to review it, orders or approval of the L&DO shall be obtained.

[No. 24(7)/86-CDN dated 29.8.1988, Office order No. 9/88]

### **4. SUBSTITUTION ON THE BASIS OF LETTER OF ADMINISTRATION:**

In certain cases the lessee leaves behind a 'Will' bequeathing the property in favour of one of his legal heirs and appoint another person or the beneficiary himself or herself as Executor for the purpose of administration of the property. In such cases the following procedure shall be applied :-

- (i) Where the beneficiary and the Executor/Administrator is one and the same person, the property shall be substituted straightaway in favour of the beneficiary in accordance with the 'Will'.
- (ii) In cases where the Executor/Administrator happens to be another person, but he submits an affidavit that he has no beneficial interest in the bequeathed property and has also handed over the possession of the property to the beneficiary, the property shall be substituted in the name of the beneficiary without insisting upon the assent deed as the assent given by the Administrator is sufficient to the vesting of beneficial interest and legal title to the beneficiary in accordance with the 'Will'.

[No. 24(7)/76-CDN dated 15.2.1989, Office order No. 3/89]

## **CONVESION FROM LEASE HOLD INTO FREE HOLD**

The Government had decided to sanction the conversion to freehold in respect of purely residential leases of all flats / tenements and built up plots up to 500 sq. mts. of area and the orders conveying the sanction of the President of India for such conversion were issued on 14-2-1992 by the Ministry of Urban Development. In June 1999, it was also decided to remove the ceiling of area of the plots for the conversion. It was also decided that w.e.f. 1.4.2000 the conversion fee would be charged / calculated based on the land rates prevailing on the date of submission of the conversion application In August, 2003, it was decided to allow conversion of Industrial, Commercial and mixed land use premises also. Further, keeping in view the request of lessees in residential colonies, it has also been decided to rationalise the remission of conversion fee available to the lessees. Some other modifications were made to the conversion

scheme specifying recovery of misuse and damages charges before allowing conversion and also disallowing conversion in respect of premises which involves encroachment of Govt./Public land with effect from 15/9/04, the processing of conversion applications have been computerised. The applicants can check the status of their applications through the web site "ldo.nic.in" and through the 'touch screen Kiosk' , installed at the Information Facilitation Centre. The salient features of the existing conversion scheme are given below: -

This brochure gives information that a lessee would like to know before applying for the conversion to freehold. It is expected that the public will find the Brochure useful and helpful in getting their properties converted into freehold.

1. WHAT ARE THE PROPERTIES UNDER THE CONTROL OF LAND AND DEVELOPMENT OFFICE ELIGIBLE FOR CONVERSION FROM LEASEHOLD TO FREEHOLD?

1.1 All residential plots, irrespective of area, for which the allotment / perpetual lease is issued by the department of Rehabilitation or L&DO for residential purpose and building thereon is constructed and where completion certificate or at least D-Form in respect of such construction is obtained from the Local Body.

1.2 'C' type tenements allotted on leasehold basis by the Department of Rehabilitation or Land and Development Office.

1.3 'A' type tenements allotted on leasehold basis by the Department of Rehabilitation or Land and Development Office.

1.4 All Industrial plots allotted by the Department of Rehabilitation or Land and Development Office and upon which building is constructed and completion certificate or at least D-Form in respect of such construction is obtained from the Local Body.

1.5 All commercial and mixed land use properties allotted by the department of Rehabilitation, L&DO or the Directorate Of Estate, for which ownership rights have been conferred and lease deed executed and registered.

2. WHETHER THE CONVERSION IS COMPULSORY OR OPTIONAL?

2.1 Conversion from leasehold to freehold is optional.

3. WHO CAN APPLY?

3.1 The person / persons whose names appear on the records of the Land and Development Office as lessee can apply for conversion. If there are number of lessees, all of them will have to sign the application. However,

the lessee(s) can also give Power of Attorney (which should be registered in the office of Sub-registrar) to sign the application on his / her behalf.

- 3.2 If there was already a transaction regarding the properties and the original lessee has given General Power of Attorney to another person for execution of Sale Deed, the GPA holder himself can apply for conversion. However, in such cases, it should also be specified in the application as to in whose name the conversion is to be granted. If there are a series of GPAs, attested copies of all such GPAs must be furnished to establish the link with the lessee on record and the applicant.

4. WHETHER CO- LESSEES CAN APPLY SEPRATELY?

For each property there should be only one application and all co-lessees will have to sign on the same. If an application is not signed by all the co-lessees it will not be accepted.

5. IF A PERSON HOLDS LEASE FOR MORE THAN ONE PROPERTY, WHETHER HE CAN SEEK CONVERSION FOR ALL THE PROPERTIES IN ONE APPLICATION?

No. One application can be considered only for one property. Therefore, if a person holds more than one property he will have to apply separately in respect of each property.

6. WHERE TO SUBMIT THE APPLICATION?

The filled in application along with necessary enclosures wherever applicable and along with the payment can be submitted in any of the following Branches of the **UTI Bank**: -

(1) Nirman Bhawan (2) Statesman House, Barakhamba Road (3) C-3, Ashok Vihar-I (4) 230-B, Coronation Hotel Blds., Chandini Chok (5) E-64, Greater Kailash-I (6) S-28, Green Park Main (7) C-3/21, Janakpuri (8) 6/83, Padam Singh Road (9) 2-A&B, Khan Market (10) F-43, Kirti Nagar (11) B-6, Lajpat Nagar (12) D-81, Malviya Nagar (13) WZ-24, Paschim Vihar (14) Plot No.6, LSC, Pitam Pura (15) 78, Old Rajinder Nagar (16) A-11, Vishal Enclave (17) E-146, Saket (18) Plot No.1, Amar Bhawan (19) A-13, Swasthya Vihar (20) Plot No.2, Nelson Mandela Road, Vasant Kunj (21) J-3, Vikas Puri (22) Raisina Bengali School, C. R. Park (23) E-Block, M/o. Defence, New Delhi (24) NIFT Campus, Hauz Khas (25) Gittarattan Jindal Public School, Sector-7, Rohini.

7. DO YOU GET THE ACKNOWLEDGEMENT?

Yes, Bank will give the acknowledgement slip with the seal of the bank. The Bank will also give a copy of the challan on receipt of the application and the payment.

8. WHETHER BANK WILL ACCEPT THE APPLICATION AND CHALLAN SEPERATELY?

No, the bank will not accept the application not accompanied by the challan. The bank will also not accept the challan not accompanied by the application.

9. WHETHER MORTGAGED PROPERTY CAN BE CONVERTED?

Yes, provided a certificate of 'No Objection' for conversion is obtained from the mortgagee and the attested copy of the same is attached to the application. If the property was mortgaged and a copy of N.O.C. from the mortgagee is not enclosed with the application, the conversion will not be granted.

10. WHETHER CONVERSION WILL BE GRANTED EVEN IF THE LEASE DEED IS NOT SIGNED OR NOT REGISTERED?

10.1 In respect of rehabilitation colonies, in cases where lease deed is not signed or not executed on account of administrative delays the conversion will be allowed.

10.2 However, if the lease deed was not signed or not executed/registered for certain defaults on the part of the allottee, the conversion will not be allowed.

10.3 In respect of commercial/industrial/mixed land use premises, conversion will be allowed only after the lease deed is executed and registered.

11. WHETHER CONVERSION WILL BE GRANTED EVEN IF THERE IS A MISUSE OF THE PROPERTY?

Yes, Conversion will be granted even where a portion of residential property is being put to Non-residential use, subject to payment of misuse charges, whether earlier demanded or not.

12. WHETHER CONVERSION WILL BE GRANTED EVEN IF THERE IS UNAUTHORISED CONSTRUCTION?

Conversion will be granted to the leasehold properties even if there is unauthorised construction, subject to payment of damages charges, whether earlier demanded or not. However the applicant will be liable for action under Municipal Bye-Laws. The conversion to freehold in the presence of misuse/unauthorised construction does not act as a waiver of any action, which is liable to be taken under the building byelaws by the Local Body.

13. IF PAST MISUSE AND UNAUTHORISED CONSTRUCTION WERE TAKEN COGNIZANCE OF BY THE LESSOR HOW THESE CASES WILL BE HANDLED?

In respect of these properties where any amount earlier claimed by the lessor and not paid by the lessees will have to be paid before the application for conversion can be considered. In respect of those properties where misuse and/or unauthorised construction exists, conversion may be allowed only after recovering the upto date misuse charges and/or damages charges, irrespective of whether earlier demanded or not.

14. WHETHER CONVERSION WILL BE GRANTED IF THERE IS ENCROACHMENT ON GOVERNMENT/PUBLIC LAND?

No. Conversion to freehold shall not be permitted in respect of a property involving encroachment on Government/Public land.

15. WHETHER CONVERSION WILL BE GRANTED IF THERE IS A DISPUTE BETWEEN THE LESSOR AND LESSEES ABOUT PAYMENT OF CERTAIN DUES?

No, Conversion will not be granted unless any pending dispute including for payment of certain dues in respect of leasehold premises between the lessor and lessee is resolved.

16. WHETHER APPLICATION FOR CONVERSION CAN BE GIVEN DURING THE PENDENCY OF SUBSTITUTION/MUTATION?

Applications can be given by the person/persons on whose names the substitution/mutation will have to be carried out. However, these applications will be considered only on disposal of pending substitution/mutation case. On disposal of substitution/mutation case, if it is found that the substitution/mutation is carried out on the name of the same person/persons who applied for conversion, the same application will be taken into account. Otherwise the conversion application will be rejected.

17. IN CASE OF 'C' TYPE TENAMENTS WHERE SUPPLEMENTARY LEASE DEEDS WERE ISSUED FOR ADDITIONAL CONSTRUCTION IN SOME OF THE CASES, WHETHER THE SUPPLEMENTARY LEASE DEED WILL ALSO BE TAKEN INTO ACCOUNT WHILE CONVERTING TO FREEHOLD.

(i) The conversion to freehold will be considered only for the property included in the original lease deed. Unless Supplementary Lease Deeds are executed in respect of all the properties in a given block, they will not be taken into account for conversion to freehold. However, in respect of commercial premises, the supplementary lease deed will also be taken into account.

- (ii) In cases where additional strip of land has been allotted to the lessee subsequent to the original lease deed of the tenement, the entire area under the lease tenements alongwith that of the additional strip shall be treated as single plot of land and conversion charges assessed accordingly.

[L&DO No.6(31)/77-Pt. dated 9.12.1993 Office order No.30/93]

18. IN RESPECT OF LEASES WHICH ARE IN APP.XII OF THE D.P.C.R. RULES WHETHER THE LESSEE IS REQUIRED TO PAY THE BALANCE OF PREMIUM ALONGWITH THE CONVERSION FEE?

Yes. The lessee in App. XII of the D.P.C.R. Rules have to pay the balance of the premium with interest wherever applicable in addition to the conversion fee and other dues, if any.

19. HOW TO DEAL WITH THE CASES WHERE THE REVISION OF GROUND RENT HAS BECOME DUE?

In cases where revision of ground rent has become due but has not been revised before the receipt of conversion application, the ground rent would be charged @ five times of the original ground rent w.e.f. the date on which the revision has become due.

20. ON WHAT GROUND THE CONVERSION APPLICATION WILL BE REJECTED?

The Conversion application will be rejected on any of the following grounds: -

- 20.1 When the lease stood determined/cancelled or the property stood re-entered.
- 20.2 When there is a pending litigation about the title of the property.
- 20.2 When there is a pending litigation between the lessee and lesser.
- 20.4 When the property is mortgaged and No Objection Certificate for conversion obtained from the mortgagee is not enclosed with the application.
- 20.5 When the application is signed by a person who is not eligible to apply for conversion.
- 20.6 If the applicant is a General Power of Attorney holder and the conversion is to be granted in favour of the purchaser and if there is no documents to evidence the transaction in favour of the purchaser.

- 20.6 When the applicant is holder of Power of Attorney and the conversion is to be granted in favour of the purchaser and there is no evidence produced in support of the possession of the premises with the purchaser.
- 20.8 When the allottee of the plot did not complete the construction of the building and does not produce any evidence in this regard.
- 20.9 When the charges payable under different heads mentioned in the application forms are not fully paid.
- 20.10 If the property involves encroachment on public land/Government land.
- 20.11 When the application is incomplete.

21. WHAT IS THE AMOUNTS PAYABLE FOR GETTING THE CONVERSION FROM LEASE HOLD TO FREE HOLD?

1. Conversion fee. (Remission @ 40% of the prescribed fee is admissible to the recorded lessees)
2. Arrears of Ground Rent, including Revised Ground Rent, if any.
3. Misuses charges/ damages charges, if any recoverable.
4. Balance of cost of land / premium, if any
5. Arrears of any other dues earlier levied by the lessor and not paid by the lessee.
6. A surcharge of 33.1/3% of conversion fee, if the applicant is a GPA holder and conversion is to be granted in favour of a third person.
7. Processing fee of Rs.500/-.

22. HOW MUCH IS THE CONVERSION FEE PAYABLE?

- 22.1 The formulae for calculation of conversion fee for different sizes of built-up residential plots are given in Annexure 'A'.
- 22.2 The amounts payable as conversion fee for tenements (Residential) allotted by Rehabilitation Department or Land and Development Office are given in Annexure ' B'.
- 22.3 The formula for calculation of conversion fee for industrial, commercial and mixed land use properties is given in Annexure-C.
- 22.4 Remission @ 40% of the prescribed conversion fee is admissible in respect of recorded lessees.

23. WHAT ARE THE LAND RATES TO BE APPLIED IN THE FORMULAE GIVEN IN ANNEXURE – ‘A’ and ‘C’?

The notified land rates prevailing on the date of submission of the application shall be applicable for calculation of conversion fee. The land rates effective as on 31.5.2003 are given in Annexure-D. These are liable to be revised without any prior notice.

24. WHAT IS THE MODE OF PAYMENT?

The payments referred to in the application can be paid either in the form of a demand draft payable in Delhi or a pay order payable in Delhi, or a Cheque payable in Delhi, payable to Land & Development Officer”.

25. WHETHER THE CONVERSION FEE ETC. ARE PAYABLE IN LUMP SUM OR PAYMENT IN INSTALLMENT IS PERMISSIBLE?

The conversion fee and surcharge, wherever applicable, can be deposited either in lump sum or in not more than five equal annual installments or as decided by L&DO. If the amounts are paid in installments, interest calculated @ 10% P.A. on the balance shall also be payable. The applicants are also liable to pay interest @ 10% on any short payment of conversion fee from the date of submission of application till date of final payment.

26. UPTO WHAT DATE THE GROUND RENT IS PAYABLE?

The Ground rent is payable up to the date on which last of the payments are made by the applicant, whether it is conversion fee or any other dues claimed and not paid by the lessees.

27. IF THE APPLICANT CHOOSES TO PAY THE CONVERSION FEE ETC. IN INSTALMENTS AND THE FIRST INSTALMENT PAID ALONG WITH THE APPLICATION IS NOT COMENSURATE WITH THE NUMBER OF INSTALMENTS OPTED BY HIM HOW WILL IT BE TREATED?

The shortfall in the payment of 1st installment will be intimated to the applicant & the applicant is required to pay the balance amount within 30 days, from the date of such communication. If this amount is not paid within the stipulated time, the crucial date will be reckoned with reference to the date of payment of such amount, for applying the land rates for the purpose of calculation of conversion fee, wherever applicable.

28. HOW LONG DOES IT TAKE TO GRANT CONVERSION AND ISSUE CONVEYANCE DEED?

The grant of conversion will be communicated within three months from the date the application complete in all respects is submitted along with complete payments.

29. WHAT DOCUMENTS WILL BE ISSUED TO EVIDENCE THE GRANT OF CONVERSION?

A conveyance deed will be issued on granting the conversion to freehold.

30. WHETHER CONVEYANCE DEED WILL BE SENT TO THE PARTY ON GRANT OF CONVERSION?

No. On approval of the application for grant of conversion, a communication will be sent to the applicant specifying the date on which he should come to the Land & Development Office along with two witnesses and execute the conveyance deed. This communication will also indicate if any marginal amounts are payable.

31. WHO IS TO SIGN THE CONVEYANCE DEED?

If the applicant is the lessee the applicant has to sign the conveyance deed. If the applicant is a GPA holder, the person on whose name the conversion is granted will have to sign the conveyance deed. However they can also give Power of Attorney to any other individual to sign the conveyance deed but the Power of Attorney given for this purpose must be a registered one.

32. WHETHER CONVEYANCE DEED IS REQUIRED TO BE REGISTERED?

Yes, the conveyance deed must be registered.

33. WHETHER STAMP DUTY IS PAYABLE FOR REGISTRATION OF CONVEYANCE DEED?

33.1 Yes, stamp duty is payable on the conversion amount for registration of the Conveyance Deed.

33.2 If the lease deed was not registered due to administrative delay, the stamp duty is payable on the amount earlier paid for getting the leasehold rights plus the amount now paid for conversion.

33.3 If the conveyance deed is not registered within 4 months from the date of execution for whatsoever reason, the same will become invalid and fresh documents are required to be executed . Fresh documents shall be executed subject to payment of conversion charges (prevailing on the date of application for revalidation) and as per policy prevailing on such date. However, if, there is no change in the conversion fee, 25% of the stamp duty payable on the document subject to a minimum of Rs.100/- shall be recovered. In case of loss of the documents, FIR should be registered and advertisement may be made in any leading local daily newspaper and affidavit to the effect that the property is not mortgaged/transferred in required to be submitted.

34. WHAT HAPPENS TO THE ORIGINAL LEASE DEED?

The original lease deed should be produced at the time of execution of the conveyance deed. An endorsement to the effect that the property has been converted in to free hold is made on the same and returned along with the conveyance deed.

### 35. WHAT TO DO IF THE ORIGINAL LEASE DEED WAS LOST?

If the original lease deed was lost, the lessee/applicant must issue a public notice in a prominent daily newspaper having circulation in the area where the property is situated and also execute an affidavit before the Its Class Magistrate indicating therein how the original lease deed was lost. Format of the affidavit is at Annexure 'E'. A copy of the newspaper bearing the public notice and the original affidavit must be submitted at least 10 days before the date of executing the conveyance deed. The public notice should have been published in the newspaper at least one month prior to execution of the conveyance deed.

### 36 OF PROPERTY HAVING TWO DISTINCT UNITS:

Where the property is distinctly known in the form of two units as A & B, the sub-division is permissible and a request of lessee for sale permission of one of the unit shall be considered and accepted and there is no need to take objection to the sub-division effectively carried out by the lessee through his actions. Therefore, conversion application from GPA in respect of one of the units where the lease deed clearly distinguishes the different units by describing the property as A & B shall be accepted.

However, where a number of units are covered under on lease and the lessee is one, it implies that transaction had taken place in respect of some of the units covered by the lease. In such a situation if the lessee desires conversion, he shall apply for conversion in respect of all the units covered by the lease at the same time. No piecemeal conversion shall be granted in favour of the same lessee in respect of the properties covered by the same lease. However, there shall be no objection is he files separate application for each of the unit separately described in the lease deed.

[L&DO No.6(31)/93-Pt. dated 13.6.1993 Office order No.18/93]

In case where more than one properties i.e. plots/built up tenements/flats are covered by single lease and application for conversion is received from such lessee, the total area of the plot/built up tenements shall be clubbed and charges worked out accordingly before the Conveyance Deed is executed by terming entire property as a single unit. However, if in a single lease the number of allottees is more than one and the units have been clubbed, separate applications can be entertained from the co-lessees and Conveyance Deed executed in individual names after recovery of conversion fee/surcharge as applicable to such single units.

[L&DO No.6(31)/93-CDN dated 20.10.1993 Office order No.24/93]

In the Office order No.24/93 dated 20.10.93 *ibid*, it was stipulated that where different units/properties are covered with a single lease, all those are to be included in a single application for conversion to free hold. It was also further provided that if there are a number of co- lessees, there is no objection to their applications for individual units. Since these instructions are contrary to the guidelines relating to conversion from lease-hold into free-hold. The same has been further examined with reference to its implications to different types of leases and cases. The Government built tenements with 100 sq.yds. of land were treated as a unit and accordingly depending on the size of the family, a number of units were allotted to the refugees. As such in many cases, the tenements with 200 sq.yds. of land were covered in individual leases. The units as they were constructed were the tenements with 100 sq.yds. plots, and this office have also been recognizing the sub-division into such units despite the fact that the lease and conveyance deed initially executed was for 200 sq.yds. Land with the tenements. It is therefore likely to cause undue hardship, confusion and harassment if this office insist the lessees now applying for the entire 200 sq.yds. plots in a single application for conversion. Therefore, it is decided that in the case of Govt. built tenements with land area of 200 sq.yds. and above, there is no objection is the application is received for units of 100 sq.yds. each.

However, while processing the applications and comparing the area mentioned in the application and those mentioned in the Input Proforma, care shall be taken not to un-necessarily reject the application in the name of the discrepancy between the area mentioned in the application and in the Input Proforma.

[L&DO No.6(31)/93-CDN dated 24.2.1994 Office order No.24/94]

### 37 OF PROPERTY IN WHICH SALE PERMISSION IS ISSUED:

In cases where sale permission has been issued by the lessor after recovery of unearned increase and sale deed have been executed and registered, the conversion to free hold shall be allowed after carrying out the mutation and recovery of conversion charges.

In cases where after issue of the sale permission; the sale deed has not been executed and the lessee or allottee applies for conversion, the evidence of continued possession of the lessee in the property shall be looked into and request for conversion in favour of the allottee/lessee shall be allowed. In such cases refund of the amount of the unearned increase shall also be given. Where the possession is with the purchaser in whose favour application for sale permission was made and lessee himself applies for conversion in favour of purchaser, conversion shall be allowed after recovery of conversion charges alongwith surcharge from the lessee.

[L&DO No.6(31)/76-CDN dated 15.12.1993 Office order No.32/93]

38. WHAT DOCUMENTS ARE REQUIRED TO BE ENCLOSED TO THE APPLICATION?

38.1 The following documents should be enclosed in all cases:

- i. Challan (original).
- ii. Passport size photograph (original) of the lessee/purchaser.
- iii. Completion certificate / 'D' form (Attested Copy)
- iv. Indemnity Bond as per Annexure 'F'
- v. Undertaking (Proforma enclosed as Annexure 'G').

38.2. The following additional documents should be enclosed if the applicant is a GPA Holder: -

- i. Registered General Power of Attorney (Notarised Copy).
- ii. Evidence of Possession (Attested Copy)
- iii. Evidence of Transaction (Attested Copy)
- iv. Affidavit to the effect that the lessee is alive and has not revoked the GPA (Annexure-H). In cases where there is a series of GPA, the affidavit should be in respect of all such GPAs.

38.3 The following documents should be enclosed if the property is mortgaged:

No Objection Certificate from the Mortgagee (Attested Copy)

39. GENERAL GUIDELINES: -

- 39.1 In cases, where the attorney and applicant (purchaser) are the same person, conveyance deed can be granted in favour of the attorney provided all terms and conditions viz. linkage between the lessee and evidence of possession as prescribed in case of General Power of Attorney are fulfilled.
- 39.2 In cases, where the lessee enters into sale agreement and also execute General Power of Attorney even after 14.2.1992 such applications should be entertained and conversion allowed in favour of the purchaser by levying conversion charge and surcharge.
- 39.3 In cases where the applicant is as General Power of Attorney holder and the GPA empowers the applicant to execute Sale Deed/Sale Agreement but he prefers to get the Conveyance Deed executed in the name of the recorded lessee, he shall furnish an affidavit duly sworn before a Magistrate of Ith Class to the effect that no Sale Deed/Sale Agreement has been executed in respect

of the property either by the lessee or through the attorney(s) and that the recorded lessee has not parted with possession of the property.

## Illustrations for Calculating the Conversion Fee

Example -1:

If area of plot is 1000 Sq. Meter and land rate is Rs. 18480

Formula:  $125 \times R + [0.3 \times R \times (P-750)]$

Calculation:  $125 \times 18480 + [0.30 \times 18480 \times (1000-750)]$

$23,10,000 + [5544 \times 250]$

$23,10,000 + 13,86,000$

36,96,000

Example-2:

If area of plot is 2000 Sq. Mtr and land rate is Rest. 18,480

Formula:  $200 \times R + [0.4 \times R \times (P-1000)]$

Calculation:  $200 \times 18,480 + [0.4 \times 18,480 \times (2000-1000)]$

$36,96,000 + [7392 \times 1000]$

$36,96,000 + 73,92,000$

11088000

Example-3:

If area of Plot is 3000 Sq. Meter and land rate is Rs. 18,480

Formula:  $600 \times R + [0.5 \times R \times (P-2000)]$

Calculation:  $600 \times 18,480 + [0.5 \times 18,480 \times (3000-2000)]$

$11088000 + [9240 \times 1000]$

$11088000 + 9240000$

20328000

Example-4:

If area of plot is 4500 Sq. Mtr and land rate is Rs. 18,480

Formula:  $600 \times R + [0.5 \times R \times (P-2000)]$

Calculation:  $600 \times 18,480 + [0.5 \times 18,480 \times (4500-2000)]$

$11088000 + [9240 \times 2500]$

$11088000 + 23100000$

34188000

Example-5:

If area of plot is 5000 Sq. Mtr and land rate is Rs. 18,480

Formula:  $600 \times R + [0.5 \times R \times (P-2000)]$

Calculation:  $600 \times 18,480 + [0.5 \times 18,480 \times (5000-2000)]$

$11088000 + [9240 \times 3000]$

$1,10,88,000 + 2,77,20,000$

38808000

Example-6:

If area of plot is 2.4 Acre and land rate is Rs. 18,480

Area in Sq. Meter would be 9712.46 Sq. Mtr. ( $2.4 \times 4046.86$ )

Formula:  $600 \times R + [0.5 \times R \times (P-2000)]$

Calculation:  $600 \times 18,480 + [0.5 \times R \times (P-2000)]$

$11088000 + [9240 \times 7712.46]$   
 $11088000 + 71263130$   
82351130

**Annexure - A**

*Statement showing one time conversion fee for various sizes of residential plots allotted by Rehabilitation Department or Land and Development office*

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Plot area in Sq.mtrs	Calculation Fee to be calculated on the Following basis	Formula for calculating conversion fee
Up to 50	NIL	NIL
Above 50 and Up to 150	7.5% of notified land rate per sq.mtr for area above 50 sq meters.	$0.075 \times R \times (P-50)$
Above 150 and Plus Up to 250	Conversion charges applicable to 150 sq meters plus 10 % of notified land rate per sq m for area above 150 sq m	$(7.5 \times R)$ $[0.1 \times R (P-150)]$
Above 250 and up to 350	Conversion charges applicable to 250 sq m plus 15 % of notified land rate per sq m for area above 250 sq m	$(17.5 \times R)$ Plus $[0.15 \times R (P-250)]$
Above 350 and up to 500	Conversion charges applicable to 350 sq m plus 20 % of notified land rate per sq m for area above 350 sq m	$(32.5 \times R)$ Plus $[0.2 \times R (P-350)]$
Above 500 to 750 sq. mtrs.	Conversion charges applicable to 500 sq m. plus 25% of Notified land rate per sq m for area above 750 sq m.	$(62.5 \times R)$ Plus $\{(0.25 \times R (P-500))\}$
Above 750 to 1000 sq. mtrs.	Conversion charges applicable to 750 sq m. Plus 30% of Notified land rate per sq. mtrs. for area above 750 sq.mtrs.	$(125 \times R)$ Plus $\{0.30 \times R \times (P-750)\}$
Above 1000 to 2000 sq. mtrs.	Conversion charges applicable for 1000 sq. mtrs. Plus 40% of Notified land rate per sq. mtrs. for area above 1000 sq. mtrs.	$(200 \times R)$ Plus $\{0.40 \times R \times (P-1000)\}$
Above 2000 sq. mtrs.	Conversion charges applicable to 1000 sq. mtrs. Plus 50% of notified land rate per sq. mtrs for area above 2000 sq. mtrs.	$(600 \times R)$ Plus $\{0.50 \times R \times (P-2000)\}$

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P = Plot area in sq. mtrs.

R = Land rates for residential purposes in rupees per sq mtr as notified by the Ministry of Urban Development as on the date of filing of the conversion application

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**Annexure - B**

*Conversion fee payable as on 31-5-2003 for residential tenements leased  
by Land and Development office / Rehabilitation department*

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Category of Tenements	East Zone	North/West Zone	South Zone	Central Zone
1. C type tenements	Nil	Nil	Nil	Nil
2. A type tenements				
(i) First floor	7,000/-	20,800/-	27,800/-	
34,700/-				
(ii) Ground floor	9,900/-	29,500/-	39,300/-	
49,100/-				

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-

*These rates are subject to revision if the land rates are revised*

**ANNEXURE- C**

Formula for calculation of one time conversion fee for various industrial,  
Commercial and mixed land use properties.

$$\text{Area} \times \text{Notified land rates (Commercial / Industrial) on the date of application} \times \frac{10}{100}$$

## ANNEXURE - ' D '

SCHEDULE OF MARKET RATES OF LAND IN DELHI /NEW DELHI  
APPLICABLE FOR CONVERSION as on 31.05.2003 (These are revisable without  
notice)

### CENTRAL ZONE (ZONE- I)

**Per Square Metre**

<b>Name of the Locality</b>		
<b>Residential</b>	<b>Commercial/</b>	
	<b>Industrial</b>	
1. Connaught Place	18,480	57,960
2. Connaught Circus	18,480	57,960
3. Connaught Place extension upto commercial zone	18,480	57,960
4. Barkhamba Road (beyond Connaught Place Extension upto commercial Zone.)	18,480	57,960
5. Curzon Road beyond Connaught Place Extension upto commercial zone.	18,480	57,960
6. Hanuman Road (commercial zone)	18,480	57,960
7. Janpath (beyond Connaught place Extension Upto Windsor place)	18,480	57,960
8. Bhagwan Dass Road	18,480	57,960
9. Hailey Road (Residential Zone)	18,480	57,960
10. Hanuman Road (Residential Zone )	18,480	57,960
11. Baird Road	18,480	57,960
12. Jain Mandir Road	18,480	57,960
13. Jantar Mantar Road beyond Connaught Place extension	18,480	57,960
14. Lady Harding road	18,480	57,960
15. Mandir Marg	18,480	57,960
16. Area outside the extended Commercial zone. Parliament Street	18,480	57,960
17. Minto Road	18,480	57,960
18. Punchkuin Road	18,480	57,960
19. Bhagat Singh Market	18,480	57,960
20. Babar Road	18,480	57,960
21. Krishna Market Paharganj	18,480	57,960
22. Mathura Road Press	18,480	57,960
23. Jhandewalan	18,480	57,960
24. Motia khan (including 'C' type tenements)	18,480	57,960
<b><u>SOUTH ZONE</u></b>		
<b><u>(ZONE-II)</u></b>		
1. Khan Market	13,860	28,980
2. Diplomatic Enclave	13,860	28,980
3. Golf links	13,860	28,980

4.Aurangzeb Road	13,860	28,980
5. Prithvi Raj Road	13,860	28,980
6. Tis January Marg	13,860	28,980
7. Retendon Road	13,860	28,980
8.Humanyun Road	13,860	28,980
9.Jor Bagh	13,860	28,980
10.Sunder Nagar	13,860	28,980
11.Defence colony	11,550	24,150
12.Andrews Ganj	12,760	26,680
13. Sadiq Nagar	12,760	26,680
14. R. K. Puram	11,550	24,150
15. Moti Bagh	11,550	24,150
16.Lodi Road	11,550	24,150
17.Lodi Estate	11,550	24,150
18.Aliganj	11,550	24,150
19.Sewa Nagar	11,550	24,150
20.Lajpat Nagar Facing Ring Road	11,550	24,150
21.Vasant Vihar (other than DDA land)	11,550	24,150
22.Lajpat Nagar (I to V)	9,240	19,320
23. Nizamuddin	9,240	19,320
24.Jangpura	9,240	19,320
25.Kalkaji	9,240	19,320
26. Malviya Nagar Extension And old Malviya Nagar	8,360	17,480
27. M. B. Road	8,360	17,480

WEST

**ZONE (ZONE-III)**

1.Ajmal Khan Road	11,550	24,150
2.Gaffar Market	11,550	24,150
3. Karol Bagh	11,550	24,150
4. M.M Road	11,550	24,150
5. Rani Jhansi Market	11,550	24,150
6.Link Road (Karol Bagh)	11,550	24,150
7. Desh Bandhu Gupta Market	11,550	24,150
8. Patel Nagar (East, West & South)	11,550	24,150
9.Rajinder Nagar ( old & New)	11,550	24,150
10.Rohtak Road ( Old & New)	9,240	19,320
11.Najafgarh Industrial Area	6,930	14,490
12.Rameshwari Nehru Nagar	6,930	14,490
13.Moti Nagar	6,930	14,490
14.Saraj Rohilla	6,930	14,490
15.Tilak Nagar	6,930	14,490
16.Tihar I & II	6,930	14,490
17.Ramesh Nagar	6,930	14,490
18. Industrial Area Extension	6,930	14,490

NORTH

**DELHI (ZONE-IV)**

1.Kamla Nagar	6,930	14,490
2.Rup Nagar	6,930	14,490

3.Shakti Nagar	6,930	14,490
4.Qutab Road	6,930	14,490
5. Roshnara Road	6,930	14,490
6.Lajpat Rai Market	6,930	14,490
7.Ansari Market	6,930	14,490
8.Jawahar Nagar	6,930	14,490
9. Khurshid Market	6,930	14,490
10. Teliwara	6,930	14,490
11. Azad market	6,930	14,490
12. Mall Road	6,930	14,490
13. Rajpur Road	6,930	14,490
14. Malkaganj	6,930	14,490
15.Alipur Road	6,930	14,490
16.Gokhle Market	6,930	14,490
17.Hathi Khana	6,930	14,490
18.Khanna Market ( Near Tis Hazari)	6,930	14,490
19.Lehna Singh Market	6,930	14,490
20. Nicholson Road	6,930	14,490
21.Vijay Nagar	6,930	14,490
22. Ashok Market	6,930	14,490
23. Subzi Mandi	6,930	14,490
24.Indira Nagar	5,830	12,190
25.Azad Pur	5,830	12,190
26.Andha Mughal	5,830	12,190
27.Band Stand Area Ext. (BSA)	5,830	12,190
28.Bharat Nagar	5,830	12,190
29.Gur- ki-Mandi	5,830	12,190
30.Gulabi Bagh	5,830	12,190
31.Kingsway camp	5,830	12,190
32.Timarpur	5,830	12,190
33. Anagoori Bagh	5,830	12,190
34.Edward Lines	5,830	12,190
35.Hakikat Nagar	5,830	12,190
36.Hudson Lines	5,830	12,190

**EAST DELHI (ZONE - V)**

1.Jheel Kuranja	2,805	5,865
2.Geeta colony	2,805	5,865
3.Narela & other outlying colonies	1,980	4,140

## **MULTI STOREYED COMMERCIAL & GROUP HOUSING BUILDINGS**

The approved Master Plan in Delhi and Zonal Plans earmarked certain area for re-development as commercial and group housing residential buildings. The Ministry of Works & Housing in their letter No. J-15015/1/71/LII dated 12<sup>th</sup> December, 1972 laid down that the applications for the construction of Multi-storeyed buildings shall be dealt with in the following manner:-

- (i) The commercialisation charges may be worked out, after deducting the area for road widening;
- (ii) No compensation shall be payable to the lessee for the area required for road widening;
- (ii) The additional charges may be worked out on the current land values; and
- (iv) If the lessee is not agreeable and proceeds with construction plans, etc. the property may be re-entered upon.

### **2. PROCEDURE FOR GRANT OF PERMISSION FOR CONSTRUCTION ON MULTI-STOREYED BUILDINGS FOR COMMERCIAL/GROUP HOUSING PURPOSES:**

Lease Deeds executed with the lessees provide for prior permission/approval of the lessor by the lessees before they undertake construction of any building or part of the building in addition to the one existing on the date of demise. The lessees who wish to convert their demised premises into multi-storeyed building for commercial/group housing purposes shall seek prior - 94 -r approval of the lessor viz., the Land & Development Office. Such permission will be granted inter-alia on payment of conversion charges.

Applications in the prescribed form given below duly filled in and signed by the lessee(s) or his/their duly authorised attorney alongwith the documents mentioned therein and earnest money as mentioned below can be sent by Registered Post or delivered at the Central Receipt Counter of the Land & Development Office :-

**APPLICATION FORM**  
**FOR PERMISSION TO CONVERT LEASE-HOLD PROPERTIES INTO**  
**GROUP HOUSING/MULTI-STOREYED COMMERCIAL BUILDINGS**

**(Strike out which is not applicable)**

1. Name(s) of the Lessee(s) :
2. (a) The status of the applicant(s) :
  - (i) Whether Lessee(s) on record :
  - (ii) Legal heirs of Deceased Lessee(s) :
  - (iii) Attorney of the Lessee(s) :(b) Name(s) of the applicant(s):

If the applicant(s) is/are not the recorded Lessee(s)

(c) If the applicant(s) is/are Legal Heirs. :  
(d) If the applicant is an Attorney whether a certified/attested copy of General Power of Attorney is enclosed. :
3. Plot No.\_\_\_\_\_ Block No.\_\_\_\_\_ and Property No.\_\_\_\_\_
4. Area of Plot :
5. Permissible use of the premises as per Lease Deed :
6. Use as prescribed under :
  - (a) Master Plan :
  - (b) Zonal Plan :
7. Whether construction for Multi-storeyed commercial building/Group Housing (Strike out which is not applicable)

has been sanctioned by Local Municipal Authority ? YES/NO

If yes, give Reso. No. & date of sanction alongwith

a certified copy of sanctioned plans :

8. Whether exemption from competent authority under

Urban Land (Ceiling & Regulation) Act, 1976 U/S 20(1) YES/NO

of the Act has been obtained ? If so, an attested copy

of the same is to be enclosed.

9. Amount of earnest money payable :

(Please attach demand draft for this amount

drawn in favour of Land & Development Officer,

New Delhi).

Scale of Earnest Money deposit is as follows:-

Area to be Converted	Earnest money for Group Housing	Earnest money for Multi-storeyed Commercial Buildings
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1.	0.50 acre	Rs. 25,000/-	Rs. 50,000/-
2.	1.00 acre	Rs. 50,000/-	Rs. 1,00,000/-
3.	1.50 acre	Rs. 75,000/-	Rs. 1,50,000/-
4.	2.00 acre	Rs. 1,00,000/-	Rs. 2,00,000/-
5.	2.50 acre	Rs. 1,25,000/-	Rs. 2,50,000/-

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**Dated:**

**Signature (s) of the applicant (s)**

**Address:**

( This application should be signed  
by any of the co-lessees/GPA, if  
there are more than one lessee/GPA holder)

**To**

**The Land & Development Officer,  
Land & Development Office,  
Nirman Bhawan,  
New Delhi-110 011.**

Application not accompanied by the requisite documents and earnest money shall not be entertained.

The earnest money shall be refunded at any time on request of the lessee, if he does not wish to pursue his application for conversion. Once the earnest money is refunded, the application shall be treated as withdrawn. Any subsequent application for conversion shall be treated as a fresh application and land rates prevailing on the crucial date determined with reference to the date of submitted the fresh application shall be taken into account for calculation of conversion charges.

In the event of the terms being offered, the earnest money shall be adjusted against the conversion charges recoverable after the lessee accepts the terms offered and complies with the conditions of the same.

Conversion charges in this context shall mean additional premium and new (revised) ground rent which are calculated by applying the land rates prevailing on the crucial date.

In suppression of all previous instructions the Ministry of Urban Development vide letter No. J-20011/2/90-LD dated 11.1.1995 issued revised guidelines in regard to determination Conversion Charges and other terms pertaining to development of group housing and Multi-storeyed construction (both residential as well as commercial in Delhi and New Delhi) the complete text of these guidelines are at Annexure.

In terms of the guidelines ibid the following procedure shall be adopted for determining the crucial date additional; premium, revised ground rent and other terms pertaining to development of group housing and multi-storeyed construction (both residential as well as commercial).

#### **4. CRUCIAL DATE:**

The crucial date for determining the land rates applicable for calculation of conversion charges shall be the date of receipt of application (complete in all respects) for conversion accompanied by the requisite documents and the earnest money, where applicable.

In cases where application for conversion has been made or where such application is made after sanction of the building plan, date of sanction of such plan by the local body shall be crucial date.

In cases where application has neither been made nor construction executed in accordance with the originally sanctioned plan but is executed as per the revalidated plan, the date of revalidation of such plan shall be the crucial date.

Application or requests shall be signed either by lessee himself or by an authorised person holding General Power of Attorney of the lessee for this purpose. When there are more than one lessee/GPA holder, the application can be signed by any of the lessees/GPA holders. However, in such cases before communication of the terms, a no-objection certificate on non-judicial stamp paper of appropriate value for granting permission for development shall be obtained by the lessee from the Co-lessees/GPA holders who have not signed the original application.

Considering the fact that in some cases un-registered GPAs were furnished and registration of GPA is not compulsory, production of registered shall not be insisted upon in old cases.

#### **5. DETERMINATION OF CHARGES (ADDITIONAL PREMIUM):**

The additional premium for conversion shall be determined with reference to the land rates applicable on the crucial date as per the FAR assigned to the plot as per building bye-laws and zonal plan.

In cases where land rates are linked to prescribed FAR, the same shall be increased or reduced proportionately with reference to the actual FAR applicable on the plot as on the crucial date.

In cases where land rates have been prescribed as per existing FAR, while calculation conversion charges land rates need not be proportionately increased or reduced.

For the purpose of calculation of additional premium in all pending cases, single rate as notified by the Ministry from time to time on the crucial date shall be taken into consideration instead of doubling of the land rates as provided earlier in some cases.

The formula for calculation of additional premium shall be as follows:-

50% of the difference between the commercial or residential land value as the case may be, as per the rate prevailing on the crucial date and those prevailing at the time of last transaction.

#### **6. REVISED GROUND RENT (RGR):**

Revised ground rent shall be charged of the notional premium i.e. premium arrived upon by multiplying the land area with land rates applicable at the time of crucial date.

Revised ground rent as above shall be applicable immediately upon the completion of 3 years from the date of communication of terms for conversion, sanction of the plan or from the date of completion/occupation of the building whichever is earliest.

Where the lessee is unable to proceed with the construction due to a court case or any stay order from Govt./local authority, the moratorium from RGR shall be given for the period during which such a stay/ban remains operative. However, lessee shall continue to pay ground rent as applicable before revision during this period.

#### **7. MISUSE AND DAMAGES:**

Charges for misuse of the land/building constructed thereon for a purpose other than that for which the land/building was allotted shall be levied from the date on which such misuse is established and upto the date of communication of the terms or sanction of the building plan in accordance with which construction has been executed or date of starting construction whichever is earliest.

#### **8. INTEREST:**

Interest shall be calculated from the expiry of the period allowed for making payment as contained in the terms letter i.e. 90 days after communication of the terms.

Additional premium may be permitted to be paid in instalments spread over a maximum period of 3 years. Thus payment of additional premium in instalments would carry an interest on 2<sup>nd</sup> and 3<sup>rd</sup> instalments @ 14% (Fourteen Percent) p.a. from the date mentioned in the preceding plan.

Any delay in making payment of the prescribed dues exceeding one year will carry penal rate of interest of 2% per year over and above the normal rate of interest mentioned in the preceeding para.

A table showing the manner of recovery of additional premium in instalments and interest on such instalment is brought out as under:-

1. Let Addl. Premium recoverable be : Rs. 3,00,000.00
2. Date of grant of permission : 01-01-1995
3. The full amount can be paid in lumpsum  
on or before 31.3.95 without interest :
4. In case the Lessee wants to pay Addl. :  
Premium in instalments, then
  - (a) Ist instalment payable on or  
Before 31.3.1995 : Rs. 1,00,000.00
  - (b) 2<sup>nd</sup> instalment due on 1.1.96  
plus interest on the outstanding  
balance of Rs. 2,00,000.00 @ 14%  
for the period 1.1.95 to 31.12.95 : Rs. 1,00,000.00
  - (c) 3<sup>rd</sup> instalment due on 1.1.97  
plus interest on the outstanding  
balance of Rs. 1,00,000.00 @ 14%  
for the period 1.1.96 to 31.12.96 :Rs. 1,00,000.00

Note: In case there is default in payment of the prescribed duty exceeding one year, penal interest of 2% per annum over and above the normal rate shall be levied.

#### **9. CONSTRUCTION WITHOUT PERMISSION OF LESSOR:**

In cases where construction has been commenced/or executed without prior permission of the lessor or before complying with the terms communicated

by the lessor a charge of 5 % per annum of the additional premium shall be payable from the crucial date to the date when RGR becomes payable.

In case where terms have already been communicated by the L&DO but not acted upon fully by the parties, the demands shall be modified keeping in view the above factors, if a request is made by the party.

In such cases, after recasting the demand as above and adjustment of the amount already paid by the party, on the outstanding amount, interest shall be charged at the rate of 14% (Fourteen percent) p.a. from the due date i.e. expiry of the date upto which the party was required to make payment as per terms letter issued earlier and will be levied upto the date of actual payment.

#### **10. OVERHEAD CHARGES:**

As the multi-storeyed construction envisage upgradation of the existing services and/or laying down new service lines, in areas where intensive re-development is taking place, overhead charges shall be calculated by reckoning the plot area 491 sq. yds. per acre and multiplying the same by the land rates applicable on the crucial date in all cases where the terms have not been complied with or fresh terms are offered.

However, where the lessee is required to make available land for providing utilities, he shall not be required to pay overhead charges at the time of conversion.

#### **11. RE-ENTRY CASES:**

In all cases where re-entry order has been made by the lessor for violation of the lease terms, re-entry order shall be revoked after recovery of revocation charges calculated at Rs. 100/- per day or subject to maximum of Rs. 3,000/- per annum from the date of re-entry to the date of revocation thereof i.e. the date of communication of terms, provided other dues i.e. misuse charges/damages etc. have been paid.

The above discussed guidelines issued by the Ministry of Urban Development shall come into force w.e.f. January, 1995. All cases decided and settled otherwise in accordance with the instructions issued upto 31.12.1994 shall not be re-opened. All pending cases shall, however be dealt with, as a special case, in accordance with the provisions contained in these guidelines provided application to this effect is made by the lessees/their authorised signatories within a period of three months from 1.1.1995/

In cases, however, no such request is received, the terms offered earlier, in accordance with the instructions then in vogue, shall be treated as final and charges so calculated and remaining unpaid shall be recovered as arrears of land revenue under the Land Revenue Act. In other words, this shall be treated

as a special amnesty scheme for clearance/settlement of old cases and shall be available for a period of three months only.

[M/o UD letter No. J-20011/2/90-LD dated 11.1.1995]

**12. EXECUTION OF A SUPPLEMENTARY LEASE DEED AND TRIPARTITE AGREEMENTS:**

The lessee shall be required to execute a supplementary lease deed providing inter-alia the following:-

- (i) Restricting the sale, transfer, mortgage or assignment of the building, blocks, flats or any part thereof without the prior permission of the lessor and payment of unearned increase in any of these events;
- (ii) Revision of Revised Ground Rent after every span of years as prescribed by the lessor from time to time; and
- (iii) Keeping a running strip of land in front and near the demised premises free from all encumbrances/structure/construction and surrendering the same to the lessor or his authorised agent as and when called upon.

**13. NOC FOR COMMENCING CONSTRUCTION:**

The No Objection Certificate for commencing construction shall be sanctioned by the Land & Development Officer on receipt of the first installment and other charges with the condition that the local body shall sanction the completion and occupation certificate only after all dues are received by the Land & Development Office.

## **GROUND RENT**

**(1) CATEGORY OF LEASES:**

For the purpose of recovery of ground rent the leases administered by the Land and Development Office can be categorised under the following heads:-

**(i) LEASES IN WHICH NOMINAL GROUND RENT IS PAYABLE ANNUALLY**

The properties falling under this category are those leased by the Regional Settlement Commissioner in Appendix-XI and which still stands in the name of the original lessees, their successors or have changed hands only by transfer.

**(ii) LEASES IN WHICH ANNUAL GROUND RENT IS PAYABLE IN TWO HALF YEARLY INSTALLMENTS IN ADVANCE:**

In leases falling under the category this annual ground rent is recovered in two half-yearly instalments in advance by the due date in January and July every year.

This category includes:-

- (a) Perpetual Leases by the Land & Development Officer,
- (b) 99 Years leases by the Regional Settlement Commissioner in the form 'Appendix - XI' which have changed hands by transfer twice or more; and
- (c) 90 years leases is leased by the Notified Area Committee.
- (d) 99 years leases in respect of the dis-investmed hotels.

**(iii) LEASES IN WHICH ANNUAL GROUND RENT IS PAYABLE IN ONE INSTALMENT IN ADVANCE:**

In leases falling under this category the annual ground rent is payable in one instalment in advance by the date specified in the Lease Deed which is generally the date of commencement of the lease, for the first twenty years of lease and by the 1st of April every year thereafter. This category comprises the leases executed by the Regional Settlement Commissioner in Appendix – XII and the like.

**(iv) TEMPORARY LEASES:**

Temporary Leases extended from time to time including the leases for Mother Dairy and DMS Booths, Petrol Pumps/CNG sites etc.

**(2) PROCEDURE FOR THE RECOVERY OF GROUND RENT:**

Under the terms of lease it is the responsibility of the lessee to pay the ground rent by the due date (as specified in the Lease Deed) and is not obligatory on the part of the Lessor to make a demand of the same. Where only a nominal ground rent (Rs. 1/- per hundred sq. yds. of plot area) is recoverable or where in any property governed by any kind of lease there are breaches of the terms of lease, no notice shall be issued.

It shall be the responsibility of the respective dealing hands in the lease sections for timely recovery of ground rent in respect of properties leased by the office of the Land and Development Officer (i.e. original side). In respect of properties transferred by the Regional Settlement Commissioner to this office the responsibility shall lie on the respective dealing hands in concerned Property Sections. Each dealing hand shall maintain a separate register of Ground Rent in respect of properties dealt with by him. The register shall be arranged block-wise and plot-wise and shall also record municipal house number, if available for facility of reference.

The set of Registers for leases mentioned above shall be maintained property-wise viz., Block No./ House or Municipal House Numbers, as the case may be.

The next date of revision of ground rent shall be indicated in red ink in the Remarks column against the relevant year on each ledger folio.

In the 1st week of December and June every year each dealing hand in Lease Sections shall take out files of all the Perpetual lease hold properties (issued by Land & Development Officer) dealt with by him, segregate the files of properties having breaches and prepare demand notices in respect of the remaining properties in the prescribed form and submit them to Supdt. For signatures. On receipt back of the files alongwith the office copies of the Courtesy Demand Notices, the date of issue of each notice shall be noted in the Ground Rent Demand Register of each property for which such notice has been issued.

If, in any case, the lessee wants to make payment of annual ground rent in one instalment in advance, such payment shall be accepted provided that if there are no breaches in the knowledge of the Land & Development Officer. In case there are breaches, the ground rent shall be accepted only if it is accompanied by the charges in respect of such breaches for the year in advance.

A copy of each courtesy demand notice issued by Lease Section shall be sent to Revenue and Accounts Section for watching recovery of dues. Similarly, Property Section shall take out files of properties entered in the register included in item number (ii) above, in the 1st week of December and June every year and issue courtesy demand notices to the concerned lessees, in the prescribed form.

The Section shall also take out files of properties entered in register included in item no. (iv) above in February of every year and issue courtesy demand notice. The demand notices shall be prepared and issued at least one month in advance of the date of which ground rent falls due in each case. After a courtesy demand notice is issued by the Property Section, a note of it shall be made in the Ground Rent Register.

“Courtesy Demand Notice” for nominal ground rent shall not be issued. However, if the Ground Rent is tendered by the lessee, such payment shall be accepted if there is no breach as per the records of the lessor on the date of acceptance. The Ground Rent for five years can be accepted in advance if tendered”.

Ground rent in respect of temporary leases or licensed properties shall be demanded as and when the period of lease or licence is extended.

**(3) WATCH ON THE PAYMENT OF GROUND RENT BY THE LESSEES:**

Accounts Section, on receipt of a copy of a courtesy demand notice from the Lease or Property Section shall enter the demand in the ledger for watching the recovery of the dues. Revenue and Accounts Section shall also verify the correctness of the demand made with regard to the period and amount. In case of any error the same shall be intimated to the concerned Lease or the Property Section for rectification.

A lessee may be ground rent by depositing it in cash in the Reserve Bank of India or by sending a crossed cheque/Bank Draft in favour of Land & Development Officer. The procedure shall be intimated to each lessee in the courtesy demand notice. Intimation of realization of the amount by the Reserve Bank of India, is sent to the Land & Development Officer through the first copy of the Challan (CCD-63). Received Copies of Challans shall be collected by a clerk of this office from the Treasury once a week.

One receipt of the first copies of challans from the Treasury, the Accounts Section shall enter the amount realized, in each case, in Reconciliation Register, as also in individual property ledger. The entry in the ledger shall be countersigned by Accountant incharge of the Section. Accounts Section shall after posting the amount realized in the ledgers, prepare a Memo in the prescribed format and send it to Lease and Property Section concerned for making necessary entries in Rent Demand Register. Discrepancy, if any, in the amount demanded and the amount realized shall be indicated in the Memo. Accounts Section shall themselves post the entry in the ledger.

On receipt of a Memo of payment from Accounts Section the dealing hand of the concerned section shall add it to the relevant file, tally the amount realized with the amount demanded and then enter the date of payment in the relevant Ground Rent Demand Register.

On expiry of one month after the due date of payment i.e. in the second half of February and August, every year, each dealing hand of the concerned Section shall scrutinize his Ground Rent Register and initiate action against the defaulting lessees in accordance with the terms of lease.

**(4) RECEIPT AND ENCASHMENT OF CHEQUES/BANK DRAFTS:**

The lessee may either pay the ground rent in cash in UTI Bank, Nirman Bhawan, or they may send cheque/Bank Drafts in favour of the Land & Development Officer.

On receipt of a communication from a lessee enclosing therewith a cheque/Bank Draft, the Central Receipt Section shall immediately pass on the same to the Valuable Clerk after entering it in Central Diary Register. The Valuable Clerk shall remove the Cheque/Bank Draft, enter it in the Register of Valuables and keep it in safe custody with him after noting on it the serial number allotted to it in the Register of Valuables. The covering letter and/or challan shall be passed on by him to the Section concerned with the following details entered on it:-

**Cheque No.** \_\_\_\_\_ **dated** \_\_\_\_\_ **for Rs.**  
\_\_\_\_\_ **drawn on Bank** \_\_\_\_\_ **has been**

**detached and entered at serial number \_\_\_\_\_ of the Register of Valuables.**

**(Name of Section)**

**Signature**

**Valuable Clerk**

On receipt of the covering letter the concerned Section shall acknowledge receipt of the cheque. The section shall thereafter check up whether the cheque has been sent by the lessee/attorney of the lessee/any other person. In case it is sent by an attorney, a copy of Power of Attorney Deed will be obtained and kept on record, if not already on file. Irrespective of whether a Cheque is signed by the lessee or his attorney or a person other than a lessee, it shall be necessary to ensure that the sender of the Cheque is the lessee himself or the cheque has been sent for and on behalf of the lessee. This is because the Land & Development Officer has to act according to the instructions of the sender and is not guided by the signatory to the Cheque without any instructions of the payment is deposited by a person other than the lessee or his duly authorized attorney, the same may be accepted and action may also be taken for unauthorized transfer. After such scrutiny the Section concerned shall:-

- (i) Prepare a challan in the form CCD-63 showing correct head of account or if the Cheque is accompanied by a challan, revalidate it and send it to the Valuable Clerk duly scrutinised and signed by the Officer Incharge of the Section, as the case may be, if there are no breaches of the terms of lease in knowledge; or
- (ii) Prepare a letter for the return of the Cheque/Draft to the lessee if there are any un-regularised breaches of the terms of lease, and send it to the Valuable Clerk who shall attach the Cheque/Draft to the fair copy of the letter and get it despatched after making necessary entries in the Register of Valuables.

All letter/Challans with which cheques/bank drafts are received shall be dealt with on priority basis. On receipt of a challan from the Section concerned the Valuable Clerk shall check up whether the amount has been correctly shown therein and correct head of account has been filled in. He shall then attach the Cheque/Draft thereto, make an entry in the Register of Valuables under the column 'disposal', enter the challan in Token Register and send it to the UTI Bank for encashment. The UTI Bank returns the third copy of the challan duly receipted. On receipt of the third copy from UTI Bank, the Valuable Clerk shall note down the date of encashment in Token Register, enter the date of Reserve Bank of India receipt in column 12 of Register for Valuables and post the third copy to the addressee as mentioned in that copy for his information and record.

In the case of lessees who are foreign missions in India, this copy shall be sent by the Section concerned with a forwarding letter.

The Reserve Bank of India Passes on the 1st and 2<sup>nd</sup> copies of the challans to the Treasury after encashment of the Cheque/Draft. The 2<sup>nd</sup>

copy is retained by the Treasury and 1<sup>st</sup> copy of the challan duly received by the UTI Bank shall be collected by the office from the Treasury. The 1<sup>st</sup> copy of the Challan shall be received by Accounts Section which shall keep it in record after making entries in the ledgers.

A weekly report of Cheques/Drafts pending with him shall be prepared by Valuable Clerk and submitted to Administrative Officer who shall place them before the Land & Development Officer as and when desired by the latter.

## **ACCOUNTS**

The account of all receipts and refunds of revenue shall be maintained by Accounts Section. Accounts Section shall maintain accounts of old leases and Rehabilitation properties by maintaining the following forms and registers:-

- (i) Ledgers for all leased properties dealt with by that section, to keep an account of recovery of ground rent, additional charges, damages etc.
- (ii) Register of Miscellaneous Recoveries, to watch recoveries on account of
- (iii) Temporary allotment of land and auction of rights for the removal of sand or stone, grazing and grass cutting rights and damages from squatters etc.
- (iv) Register of Transfers, for keeping a consolidated record of all transfer of leases properties dealt with by them.
- (v) Register of Refund of Revenue.
- (vi) Register of Security Deposits.
- (vii) Reconciliation Register.
- (viii) Register of transfers, for keeping consolidated record of all transfers of leased properties under their charge.

### **2. MAINTENANCE OF REGISTER OF MISCELLANEOUS RECOVERIES:**

Accounts Section shall maintain a Register of miscellaneous Recoveries, to keep an account of recoveries on account of allotment of land for purely temporary basis such as for holding meetings, charity shows, Ramlila etc. and damages for unauthorised occupation of land. A separate register shall be maintained for each financial year.

On receipt of a copy of a letter of allotment of land or a copy of letter of acceptance of bid of an auction by the purchase or Estate Officer's order demanding damages the dealing hand in the Accounts Section shall make entries in column 1 to 6 of the Register and submit it to Superintendent who shall check the entries and sign in column 7 in token of having checked.

### **3. POSTING OF DEMAND NOTICES ETC. IN LEDGERS:**

All demand notices and terms for various purposes in respect of leased properties in the original side shall be communicated to the lessees by

respective lease section. A copy thereof shall be furnished to Accounts Section in each case. On receipt of copy of a demand notice or letter containing terms for various purposes the dealing hand in Accounts Section shall bring it on the relevant ledger, indicate the number and date of the demand notice or letter in column 2, the nature of charges and the period for which claimed in column 3 and the amount claimed in column 4 of the ledger and submit it to Accountant for attestation. The Accountant will check the entries made by the dealing hand and initial the ledger.

**4. PAYMENT OF DUES BY LESSEES AND ENCASHMENT OF CHEQUES OR BANK DRAFTS:**

Except in cases of allotment of land for short periods where payment of dues is generally made by the allottees in cash in the Land & Development Office, a lessee may make payment of the dues either in cash in the Reserve Bank of India or by sending a Cheque or Bank Draft to the Land & Development Officer. If a lessee wants to make payment of the dues in cash, the concerned lease Section shall prepare a challan in the prescribed form and send it to the lessee advising him to deposit the amount in the Reserve Bank of India. Where, however, a lessee sends a Cheque or a Bank Draft, it shall be encashed by the Computer Cell and a copy of acknowledgement thereto sent to Section concerned for record.

In either case the intimation of receipt of the amount by the Reserve Bank of India shall be given to the Land & Development Officer by the Treasury, by returning first copy of the challan duly receipted (Bank Receipts) by the Reserve Bank of India.

**5. POSTING OF BANK DEPOSITS IN RESPECTIVE LEDGER/ACCOUNTS REGISTER:**

Bank Receipts shall be collected from the Pay and Accounts by a clerk of the Land & Development Office once in every week. All the Bank receipts collected from the pay and Accounts on a particular day shall be arranged date-wise (the date of receipt by the Bank) and posted in the Reconciliation Register in the first instance. The receipts shall then be handed over to the respective dealing hands who shall enter the recoveries in the respective ledgers or registers and submit the same to the Superintendent/ Accountant of the Section. The Superintendent or Accountant shall check each entry and append his initials in the appropriate column. The Accounts Section shall also send an intimation of receipt of dues to the concerned Lease Section by sending them a Memo.

**6. REFUND OF REVENUE:**

On receipt of sanction of the competent authority of the refund of a specified amount to party, Accounts Section shall prepare a bill for refund of revenue in the prescribed form TR-41, make entries in the 'Register of Refund of Revenue', the ledger or the Register of Miscellaneous Recoveries as the case may be and on the back of the original Bank receipt and submit all the documents to the Accounts Officer.

The Accounts Office shall sign the ledger or the Register of Miscellaneous Recoveries as the case may be and return it to the Section. The remaining documents shall be submitted by him to the Land & Development Officer who shall sign the bill in token of having sanctioned the refund and also attest the entries made in the Register of Refund of Revenue and on the back of Bank Receipt and TR-5. On receiving back the papers, the concerned Section shall despatch or hand over the bill to the payee.

**7. RECEIPT, ACCOUNTING AND REFUND OF SECURITY DEPOSITS:**

Security deposits shall be demanded in all cases of allotment of land on purely temporary basis for holding meeting, diwans, Ramlila shows etc., and auction of land of various purposes.

All security deposits shall be accepted in cash by the Cashier who will issue receipts to the depositors in the form TR-5. On receipt of a security deposit the Cashier shall immediately prepare a challan for such deposit in duplicate in the form TR-6, and deposit the amount in the UTI Bank. The Reserve Bank of India shall return one copy of the challan duly receipted (Bank Receipt) to the Cashier. On receipt of a Bank Receipt from UTI Bank the Cashier shall prepare a copy thereof and send it to Accounts Section for their record.

**8. ACCOUNTING:**

Record of all security deposits shall be maintained by Accounts Section by maintaining a Register of Security Deposits for each calendar year.

On receipt of a copy of a letter of allotment of a piece of land to a party on purely temporary basis or of acceptance of a bid from a Lease Section, the dealing hand in Accounts Section shall note down the details of demand or acceptance of the security deposit by filling in columns 1 to 5 of the Register. On receipt of a copy of Bank Receipt from the Cashier its number and date shall be posted under column 6 of the Register against the appropriate entry. In a case of retention of the security deposit of the second highest bidder where no intimation of demand or acceptance of the security deposit is sent by the Lease Section to Accounts Section, the requisite particulars under column 1 to 5 of the register shall be filled in on the basis of details contained in the copy of the Bank Receipt from Cashier

**9. REFUND OF SECURITY DEPOSITS:**

All applications for refund of security deposits shall be received by the Lease Section. On receipt of an application for the refund of a security deposits, the Lease Section shall obtain approval of the Land & Development Officer and pass on the file to Accounts Section. The Accounts Section shall obtain the original bank receipts from the Cashier and verify correctness of all entries in the Register of security deposits. A letter shall then be addressed to the claimant asking him to surrender the receipt issued to him by the Cashier and also to collect the refund shall prepare a 'Deposit Repayment Order and Voucher' in the form TR-6 in duplicate, record pay order on the original bank receipt, make entry in the Register of Security Deposit (Column-7) against the relevant item and put up all the three

documents for a signature of the Land & Development Officer or Deputy Land & Development Officer. After the documents are signed, one copy of TR-61 and the bank receipt duly endorsed, shall be sent or handed over to the claimant. The file shall thereafter be returned to Lease Section.

(All noting and correspondence in connection with the refund of security deposit shall be done on Lease Section file).

**10. REGISTERING CHANGES ON ACCOUNT OF MUTATION, SUB-DIVISION ETC. TO LEDGERS:**

On receipt of a copy of letter of mutation, the dealing hand in Accounts Section shall:-

- (1) make an entry in the Register of Transfers;
- (2) delete the name and address of the previous lessee on the ledger and indicate the name and address of the transferee in his place;
- (3) indicate the amount of revised ground rent in a case of mutation after second or subsequent transfer of a Rehabilitation property, the lease deed for which was executed in prescribed form or similar other forms; and
- (4) indicate the number and date of letter of authority in the Remarks column of the ledger and put up the ledger to Accounts Officer for attestation.

In a case of sub-division a separate ledger account shall be opened for each sub-divided plot in the same manner as is done in a case of fresh allotment of land and an entry shall also be made in the Remarks column of the Ledger account of the original plot about its having been sub-divided. All such entries shall be attested by the Accounts Officer.

**11. MAKING ENTRY OF BREACHES OR RE-ENTRY IN THE LEDGER ACCOUNTS:**

On receipt of a copy of show-cause notice from the Lease or Property Section, the dealing hand in Accounts Section shall make an entry in remarks column of the Ledger Account of the property indicating the number and date of the due notice, to ensure that ground rent is not demanded or accepted till the breaches are removed or got regularised. Such an entry shall be attested by Superintendent or Accountant.

Similarly, when a property is re-entered, an entry shall be made to that effect in red ink in the remarks column of the ledger account of the property, and such an entry shall be attested by the Accounts Officer. Upon withdrawal of order of re-entry, an entry to that effect shall be made in the Ledger and attested by Accounts Officer.

**12. RECONCILIATION OF ACCOUNTS:**

In order to ensure that all amount paid by the lessee are accounted for and credited to the appropriate heads of account, a cross check of accounts shall be carried out by Accounts Section every month vis-à-vis the accounts maintained by the Pay and Accounts Office. The dealing hand in Accounts Section shall visit the office of the Pay and Accounts in the last week of every

month to conduct the reconciliation of accounts for the previous month. He shall cross check all the entries made in the Reconciliation Register for the month of review with those made in the accounts maintained in the Office of the Pay and Accounts and note down the discrepancies, if any. If any omission or discrepancy is noticed in the accounts of the Pay and Accounts, it shall be brought to the notice of the appropriate officer of the office of Pay and Accounts after verification with reference to the records of the Land & Development Office. The omissions, if any, in the Reconciliation Register shall be noted in the similar way and necessary entries shall be made in the Register as also other relevant records.

## **SQUATTING OR ENCROACHMENT OF GOVERNMENT LAND**

During late fifties there was large scale squatting on Government land both under the control of Land & Development Office, and various other agencies such as Delhi Development Authority, Municipal Corporation of Delhi etc. The Government have issued following instructions to the Land & Development Office to ensure removal of encroachments upon land under the control of this Office:-

- (i) In no case shall public land be allowed to be enclosed either by a pucca structure or hedge or barbed wire fencing etc.
- (ii) No objection shall be taken to hedges grown immediately outside but adjacent to the boundary walls.
- (iii) Plot holders, who have not erected boundary walls at the limits of their plots shall be served with notices to put up boundary walls according to the plans approved by local bodies. No extra wicket gates, not included in the sanctioned plans, shall be allowed.
- (iv) Local bodies and the Government would welcome if the plot holders grow lawns and even flowers in open areas adjacent to the plots but without enclosing the area in any way. It would be better not to give leases for this purpose but in case the Corporation insists on giving temporary leases for permitting laying of lawns and growing of flowers without any hedges or fencing or barbed wiring etc., no objection need be taken.

### **2. ENCROACHMENT ON LAND IN GOVERNMENT COLONIES:**

Encroachment on land in Government colonies shall be dealt with as follows:-

- (i) The Directorate of Estates shall be responsible for taking action against the misuse of land appurtenant to the houses or flats allotted to Government servants. No objection may, however be taken for use of these lands for raising poultry or growing vegetables, flowers etc., by the allottees provided such use does not become nuisance to their neighbors.

(ii) All open land in Government colonies shall be under the charge of Director of Horticulture, Central Public Works Department, who is also incharge of maintenance of these open spaces as lawns. He may continue to deal with the requests of the residents of the localities for use of these lawns for social and religious functions without any charges subject to the condition that any damage done to the lawns shall be repaired at the cost of the party concerned.

The Land & Development Officer who administers Nazul lands shall not be responsible for eviction of encroachments and recovery of damages, etc, from Government servants or any other person in respect of vacant lands, in Government colonies covered by items (i) and (ii) above.

**3. SURVEY OF SQUATTERS:**

A quick survey shall be carried out twice a year (in winter and rainy seasons) by each Overseer, attached to the Enforcement Section, in the areas allotted to him to find out whether any Government land other than that which is under the control of Central Public Works Department, Director of Horticulture and Estate Office, has been squatted upon. When any squatting comes to notice during such a survey, the Overseer concerned shall note down the particulars of each squatter in a Register (arranged area-wise) known as "Squatters Register" to be maintained by him.

Sl. No.	Name of Squatter	Father's Name	Approximate area occupied	Whether used for residential or commercial purposes
1	2	3	4	5
	Whether old or _____	Year of occupation	Date of inspection and dated initials of overseer	Date of removal with Sl. No: of the Demolition Register
	6	7	8	9

After the survey is over each overseer shall prepare a consolidated statement in the prescribed form and also prepare a rough plan showing disposition of camps of squatters with other necessary details and send it to Enforcement Section for formulating necessary proposals for the eviction of squatter in consultation with other concerned agencies such as Delhi Administration, Delhi Development Authority, Delhi Municipal Corporation and New Delhi Municipal Committee.

Apart from the half yearly survey, squatting on Government land may come to notice either through intimation given by any party or through routine inspection of an area. The Overseer shall then immediately carry

out a detailed inspection of the squatted area, fill in the Inspection Report in the specified format and send it to the Enforcement Section.

On receipt of Overseer's Report the Enforcement Section shall obtain orders as to whether the encroachment be removed straight-away with the help of Deputy Superintendent of Police (Mobile Demolition Squad) or proceedings under Public Premises (Eviction of Unauthorised Occupants) Act be initiated. If it is decided to remove the encroachment straight-away the Deputy Superintendent of Police shall be addressed. Where, however, there is squatting also in adjacent land belonging to any one of the agencies mentioned above, the Delhi Administration shall be requested to arrange a joint demolition operation in the area.

After the issue of the letter to the Deputy Superintendent of Police (D), the Overseer shall contact the former's office and fix the date for carrying out demolition of structures etc., in consultation with other agencies involved, if any. For joint operation the time and date of demolition shall be fixed by Delhi Administration. The Overseer concerned shall attend the operation in both the cases.

After the unauthorised encroachment is removed, the Overseer shall report this fact to the Superintendent of Enforcement Section.

A record of all demolition operations shall be maintained by Enforcement Section separately for joint operations and other operations as in the following forms:-

- (i) Register of Record of Joint Demolition Operation.
- (ii) Register of Other Demolitions.

**Register of Record of Joint Demolition Operation**

Sl. No.	S. No. in the register of the area	Location	No. of structure	No. of families	Date of Demolition	Place to which Shifted	Purpose for which land was required
1	2	3	4	5	6	7	8

**Register of Other Demolitions**

Sl. No.	S.No. in the register of Squatters	Locality	No. of squatters removed	Date of Demolition	Remarks File No.
1	2	3	4	5	6

**4. PROCEDURE FOR EVICTION OF SQUATTERS UNDER P.P.E. ACT:**

In a case where it is decided to start proceedings under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 the concerned section shall pass on the relevant file to the Estate Officer along with a brief history of the case and the information required for completing the prescribed proforma.

The Estate Officer shall on receipt of file for eviction under P.P.E. Act, issue a show-cause notice to the squatter, in the prescribed format and return the file to the Section concerned with the number and date of the notice issued to the party and date of hearing duly recorded thereon. This notice shall be prepared in quadruplicate. Three copies shall be handed over to the Overseer who shall serve one copy to the party, paste the second one on the premises and return the third copy to Estate Officer with details of service or pasting of copies duly recorded thereon. If the respondent files any reply to the show cause notice by the due date it shall be considered by Estate Officer. The Respondent shall also be permitted to summon witnesses, produce or call for necessary and relevant documents and be offered all other reasonable opportunities to defend his case as admissible under the law.

The Government shall be represented by the Overseer concerned if the Respondent himself defends the case and by Legal Officer if the Respondent is represented by a Pleader.

If, after hearing both the parties and examining the evidence produced, the Estate Officer is satisfied that the Respondent is in unauthorised occupation of Government land, he shall pass orders for his eviction and communicate the same to the Respondent in the prescribed format, giving him thirty days time to vacate the premises. The respondent can file an appeal against such order before the District Judge within 15 days of the service of the order.

If the Respondent neither files an appeal or brings any stay order from a competent court, nor does he vacate the premises within the specified period, the Estate officer shall issue orders, for his forcible eviction with the help of D.S.P., Mobile Demolition Squad. The Overseer concerned shall, on receipt of a copy of such order, arrange for the removal of encroachment in the same manner as outlined above.

**5. CLAIMING OF DAMAGES:**

In a case where damages are recoverable from the squatter for the period of unauthorised occupation, the overseer shall calculate damages, fill in a

schedule and a brief history of the case, and submit the case to the Estate Officer through Enforcement Section.

If the Estate Officer is satisfied that the damages are recoverable, he shall issue a show-cause notice to the squatter in the prescribed format. If the Respondent files a reply it shall be considered. He shall be granted a hearing to enable him to represent the case in person. He shall also be allowed to produce documentary evidence and summon witness in support of his reply. The Government shall be represented by the Overseer concerned or the Legal Office depending upon whether the other party appears personally or through a counsel.

If after hearing both the parties, the Estate Officer comes to the conclusion that damages or any other charges are recoverable from the Respondent, he shall pass orders to that effect and issue orders to the Respondent, to make payment of the amount found due, in lumpsum or in such monthly instalments as he (Estate Officer) may deem fit to grant on the merits of the case.

If the Respondent fails to make payment of damages as ordered, Estate Officer shall write to the Collector, Delhi to effect recovery of the amount as arrears of Land Revenue and to credit the sum to Government accounts. All such requests to Collector shall be pursued vigorously till the recovery is made in full.

Where a squatter files an appeal in the District Court against the order of Estate Officer and brings a stay order, the recovery of damages shall be stayed till the appeal is decided by the District Judge. The recovery of damages shall be made in accordance with the decision of that court whose order is binding on both the parties.

Where the District Judge remands the case to Estate Office, the latter will re-consider the case as laid down in the remand order and decide those issues again. A fresh order of recovery of damages shall be issued irrespective of whether the amount of damages remains the same or not. Simultaneously the order of recovery of damages issued previously shall be cancelled. Copies of all such orders shall, invariably, be endorsed to Revenue and Accounts Section and Enforcement Section.

#### **6. MODE OF RECOVERY OF DAMAGES:**

The amount of damages shall, preferable, be recovered in cash. As and when a person wants to make payment in cash, the clerk attached to Estate officer shall make an endorsement in the proceedings file and send it to the Cashier who shall accept the amount and issue a receipt to the person. The Cashier shall also record on Estate Officer's file the amount recovered and the number and date of Receipt issued to the payer. After payment is made, the Cashier shall immediately prepare a challan in the appropriate form and deposit the amount in the Reserve Bank of India under distinct head of account.

**7. REGISTER OF DAMAGES:**

Enforcement Section shall maintain a record of all damages recovered under the P.P.E. Act. Such record shall be maintained in a Register.

As soon as the Overseer prepares the brief history of the case for submission to the Estate Officer for recovery of damages from a squatter, the dealing hand in Enforcement Section shall make an entry of the claim in the Register of Damages by filling in column 1 to 10 thereof.

On receipt of a copy of Estate Officer's order asking the squatter to pay the damages, columns 11 to 13 of the Register shall be completed.

The Clerk attached to Estate Officer shall maintain a record of amounts received from day to day in compliance with Estate Officer's orders and details of such receipts shall be sent to Enforcement Section on every Monday.

On receipt of intimation of recoveries from Estate Officer's Clerk, Enforcement Section shall complete column 14 of the Register. Superintendent of Enforcement Section shall attest all entries made in column 14 by appending his initials in column 15 of the register and inform the Accounts Section also.

This Register shall be maintained separately for each year and orders issued by Estate Officer during one year shall be entered in the same register irrespective of whether the recovery is effected in the same or subsequent year.

**8. TYPES OF SQUATTERS AND MODE OF RECOVERY OF DAMAGES FORM THEM:**

Squatters are divided in the following four categories:-

- (a) Residential squatters.
- (b) Squatters who are petty shop-keepers i.e. those who are running petty shops for sale of grocery and sundry articles for meeting the daily needs of the squatters of the locality. Dairy-Walas having not more than two cattle are included in this category.
- (c) Commercial squatters who are doing substantial business such as shop-keepers, cabinet makers, owners of workshops, fuel depot holders and Dairy-Walas having more than two cattle etc. etc.
- (d) Religious squatters.

The damages are recovered in the following manners:-

- (a) Period upto 14<sup>th</sup> January, 1966.

- (i) No damages shall be recovered from pre July, 1960 squatters who were covered under the Jhuggis and Jhompries Removal Scheme and whose cases fall, under categories (a) & (b)
  - (ii) Damages from pre July, 1960 commercial squatters whose cases fall under category (c) shall be recovered from 1st January, 1959 or from the date of occupation, whichever is later, at rates comparable to those adopted by Delhi Development Authority.
  - (iii) Damages from post July, 1960 squatters would be recovered at rates prescribed from time to time.
- (b) Period after the 14<sup>th</sup> January, 1966.
- (i) Damages from pre July, 1960 squatters (residential or commercial) occupying Government land upto 50 sq. yds. shall be recovered at the rates adopted by the Delhi Development Authority from time to time.
  - (ii) Damages from pre July, 1960 squatters occupying Government land more than 50 sq. yds. in area and from all post July, 1960 squatters shall be recovered at rates not less than the rates laid down by the Government from time to time for temporary allotment or land for the appropriate purpose.

**9. SPECIAL INSTRUCTIONS FOR DEALING WITH CASES OF ENCROACHMENT FOR A RELIGIOUS PURPOSES;**

As soon as any encroachment for a religious purpose comes to notice, a note shall be submitted to Lt. Governor seeking his approval to the removal of the shrine. After the Lt. Governor has accorded his approval, the file shall be shown to the Ministry of Urban Development Before proceeding further in the matter. After both of them (Lt. Governor and the Ministry) have approved proceedings shall be started under P.P.E. Act for the eviction of encroached as outlined above. After the orders of eviction against unauthorised shrine are passed by the Estate Officer and the party does not file any appeal or does not vacate the site within 30 days from the date of Judgement order, the Estate Officer shall be required to authorise the Deputy Superintendent of Police (D), to provide necessary police protection to the Overseer incharge of the area and also to use such force as may be necessary to secure the compliance of the order. Where the Deputy Superintendent of Police (D) has not ordered removal of such unauthorised shrines in general rounds, and in such a contingency a formal request shall be made to the Deputy Commissioner to make suitable arrangements for the removal of the unauthorised shrines through Illaqua Magistrate. A copy of the letter shall also be sent to Illaqua Magistrate for advance information. After Deputy Commissioner has passed orders in the matter, the Overseer concerned shall contact the Illaqua Magistrate to fix the time and date of removal of the shrine. After the encroachment is removed, the Overseer shall submit a report to Enforcement Section as in other cases.

GOVERNMENT OF INDIA  
 MINISTRY OF URBAN DEVELOPMENT AND POVERTY ALLEVIATION  
 LAND AND DEVELOPMENT OFFICE

शैक्षणिक, धार्मिक, सांस्कृतिक, सामाजिक, संस्था / सोसाइटी / संस्थापना हेतु भूमि आरंजन के लिए आवेदन पत्र

APPLICATION FOR ALLOTMENT OF LAND FOR EDUCATIONAL, RELIGIOUS, CULTURAL,  
 SOCIAL ORGANISATION/SOCIETY/ESTABLISHMENT

इसे चार प्रतियों में भरें  
 (TO BE FILLED IN QUADRUPLICATE)

1. भूमि के लिए आवेदन करने वाले / वाली संस्थान / संस्था / सोसाइटी / संस्थापना का भाग। क्या आवेदन करने वाली संस्था सोसाइटी रजिस्ट्रिकरण अधिनियम, XXI, 1860 के अंतर्गत पंजीकृत है। पंजीकरण प्रमाण-पत्र और संविधान / संयम - अनुच्छेद आर्टिकल ऑफ एसोसियेशन की एक - एक प्रति प्रस्तुत करें।  
 Name of the Institute/Organisation/Society/Establishment applying for land, whether registered under Societies Regn. Act XXI, of 1860 submit a copy of the Regn. Certificate and a copy of the constitution/Articles of Association.
2. संस्थापना की तिथि  
 Date of Establishment
3. स्थायी पता  
 Permanent Address
4. शासकीय निकाय के सदस्यों की सूची उनका पतुक्ता विवरण व पत्र व्यवहार पते सहित  
 List of Members of the Governing Body alongwith their parentage and full postal addresses.
5. आप दिल्ली में आरंजन क्यों चाहते हैं। कृपया कारण बताएं कि दिल्ली में बजाय भारत के किसी अन्य स्थान से संस्थान को समान दक्षता से क्यों नहीं चलाया जा सकता।  
 Why do you want allotment in Delhi. Please give reasons as to the Institution cannot be run with equal efficiency from any other place in India than Delhi.
6. क्या आपके भूमि के आरंजन हेतु अन्य सरकारी निकायों जैसे - दिल्ली प्रशासन / भूमि एवं मकान विभाग / डी. सी. आफिस- गांव सभा भूमि / एल. एंड. डी. ओ. / दिल्ली नगर निगम / स्लम विभाग आदि में भी आवेदन किया है व यदि हां, तो, उसका विवरण दें।  
 Whether application for allotment of land has also been made by you to other Govt. bodies like Delhi Admn/Land & Bldg. Deptt./D.C. Office, (Gaon Sabha Land)/DDA/MCD/Slum Deptt. Etc. if so, give details thereof.

7. संविधान में यथा परिभाषित संक्षेप में संस्थान के उद्देश्यों / ध्येयों को इसके मुख्य एवं सहायक कार्य-कलापों सहित प्रस्तुत करें तथा संविधान की एक प्रति भी संलग्न करें।

Aims & objects of the Institute in brief as defined in the constitution alongwith main and ancillary activities, attach copy of the constitution.

8. क्या यह एक लाभ न कमाने वाली नो-साइटी है ? यदि हां तो १० रु. के नान-जुडिशियल स्टाम्प पेपर पर इस आशय की घोषणा संलग्न करें।

Whether a non-profit making society. If yes, attach declaration on Rs. 10/- Non-Judicial Stamp Paper.

9. धारा ८० जी के अंतर्गत आयकर छूट प्रमाण-पत्र

Income Tax Exemption Certificate under Section 80 (G).

10. क्या यह मंत्रालय / दिल्ली प्रशासन के संबंधित विभाग द्वारा प्रायोजित किया गया है। यदि हां तो इसकी एक प्रति संलग्न करें।

Whether sponsored by the Ministry/Department concerned of Delhi Admn./Ministry/Deptt. Concerned with the activities rendered by the Institution. (If yes, attach copy).

- (a) यदि आवेदन-पत्र धार्मिक संस्थान के लिए है तो कृपया उस क्षेत्र में उस धर्म के मानने वालों की अनुमानित जनसंख्या का विवरण दें। इसके समर्थन में दस्तावेजी प्रमाण भी प्रस्तुत किया जाए।

Is application is for religious institute, please give the approximate number of population professing that religion in the area applied for (in approx. documentary proof may also be furnished)

11. यदि आवेदन शैक्षणिक संस्थान हेतु है, तो कृपया निम्नलिखित सूचना दें -

If application is for Educational Institute, please give following information

- (i) क्या आवेदन उच्चतर माध्यमिक, माध्यमिक, प्राथमिक, व्यावसायिक अथवा तकनीकी विद्यालय हेतु है ?

Whether the subject application is for Hr. Sec., Middle, Primary, Vocational or Tech. School.

- (ii) यदि विद्यालय पहले से चल रहा है तो निम्नलिखित अतिरिक्त सूचना दी जाए -

If the school is existing following additional information be given:

- (a) वर्तमान अवस्थिति  
Present Location/locations.

- (b) क्या यह लड़कों, लड़कियों अथवा सहशिक्षा के लिए है।  
Whether for Boys, Girls or Co-educational

- (c) प्रत्येक कक्षा में पंजीकृत छात्रों की संख्या, जैसा निर्दिष्ट किया गया हो।

No of Students on roll in each class and as projected

- (d) अनुभागों सहित चलई जा रही कक्षाओं की सं०  
No. of Classes run with sections.
- (e) अध्यापकों की संख्या, उनकी अर्हताओं को निर्दिष्ट करते हुए एक सूची भी दे कि क्या ये प्रशिक्षण प्राप्त हैं अथवा नहीं, और उनका वेतन / वेतनमान आदि।  
No. of teachers, Add a list indicating qualifications whether trained or untrained with salary/scale etc.
- (f) क्या वर्तमान स्थान अपर्याप्त पड़ता है ? क्या वर्तमान भवन में कोई वृद्धि करने का प्रस्ताव है अथवा पूर्णतया एक नए भवन का निर्माण किया जाना है।  
Whether the present accommodation has fallen insufficient, whether any building or a completely new building is to be constructed.
- (iii) क्या शिक्षा निदेशालय, दिल्ली प्रशासन / निगम अथवा किसी अन्य प्राधिकरण में भूमि आवंटन समिति द्वारा सिफारिश प्रस्तुत की जाए  
Whether recommended by Land allotment Committee in Dto. Of Education, Delhi Administration/Corporation or any other Authority. The recommendation in original be submitted.
- (iv) एक बचनबंध संलग्न करें कि एक बार सहायता प्राप्त विद्यालय के नाम पर भूमि पर आवंटन होने पर इसे पब्लिक स्कूल में बदलने के लिए अनुमति नहीं दी जाएगी।  
Attach undertaking that once land is allotted in the name of an aided school, the same shall not be permitted to be changed into a Public School.
- (v) यदि कोई संस्थान आवेदक किसी रियायती वर्ग के लिए आवेदन कर रहा है तो वो उसी वर्तमान क्षेत्रगत परिवर्तनीय सांस्थानिक दरों पर भूमि के मूल्य के बराबर क्षतिपूर्ति बंधपत्र भी देना होगा जिसमें यह प्रमाणित करना होगा कि यदि आवेदक किसी भी समय धर्मार्थ-स्वरूप को बदलेगा तो उसी पूर्ण सांस्थानिक दरों पर भूमि की लागत देनी होगी।  
If the applicant institution is applying for any concessional category it will also give an indemnity bond equal to land value at current zonal variant institutional rates certifying that if the allottee at any time changed the charitable character of the Institute, it shall have to pay the cost of land at full institutional rate.
- 12 जहां पर संस्थान विद्यमान है, उस स्थान के क्षेत्रफल का विवरण, क्षेत्रफल वर्ग फुट में हो एवं वहां पर होने वाले क्रियाकलापों का विवरण दिया जाए।  
Description of the area where the institute is in existence, with area breakup in terms of Sq ft & activities carried thereon.
- 13 क्या संस्थान का दिल्ली में कोई अ<sup>11</sup> भवन/ गूखंड अथवा उनके कब्जे में कोई अन्य संपत्ति है ? उस भवन का पता एवं पूरा विवरण दें। कृपया यह भी उल्लेख करें कि क्या यह अधिकृत भवन / निर्माण-कार्य है अथवा अनधिकृत है  
Does the Institute have any other Bldg Plot of land or any other property

in their possession in Delhi. Give address and full details of the buildings. Please also specify whether it is authorised or unauthorised structure.

- 14 क्या विद्यमान भवन अथवा भूमि अथवा अस्थायी इमारत का प्रयोग क्षेत्र के वर्णित भूमि प्रयोग के अनुरूप है ?

Does the use of the existing building or land or temporary structure conform to the prescribed land use of the area.

- 15 आवेदन की गई भूमि का वर्गमीटर में क्षेत्रफल ।  
Area of land applied for in terms of Sq. Mtrs.

- 16 क्या अपेक्षित भूमि कार्य-कलापों की वृद्धि हेतु है-9 पूर्ण विवरण दें कि प्रस्तावित भूमि का प्रयोग किस प्रकार किया जाना है ?

Is the land required for expansion of activities. Give full details as to how the land is proposed to be utilised.

- (a) आवेदक संस्थान के क्रियाकलापों को दर्शाने वाली परियोजना रिपोर्ट के साथ क्षेत्र के वर्ग फुट के ब्यारे भी प्रस्तुत किए जाए ।  
Alongwith project report showing activities of the applicant institute break of area in terms of Sq. Ft.

- 17 वरीयता क्रम में अपेक्षित भूमि की अवस्थिति लिखें कि भूमि किस स्थान पर चाहिए । कम से कम तीन स्थान लिखें ।

Locality of area where the land wanted in order of preference (give at least three locations).

- 18 क्या आवेदन पत्र के हस्ताक्षरकर्ता / हस्ताक्षरकर्ताओं को आवेदन-पत्र पर हस्ताक्षर करने के लिए सक्षम प्राधिकारी द्वारा विधिवत रूप से प्राधिकृत किया गया है । यदि ऐसा है, तो संस्थान की प्रबंध समिति द्वारा इसके लिए पारित किए गए संकल्प की प्रति संलग्न की जाए ।

Whether the signatory / signatories of the applications have been duly authorised by the competent authority to sign the application, if so, a copy of the resolution of the Managing Committee of the Institute in this behalf may be attached.

- 19 निम्नलिखित सूचना भी दी जाए और आवेदक निकाय की वित्तीय स्थिति की सूचना संलग्न की जाए ।

The following information be supplied and attached on finances of the applicant body.

- (a) पिछले तीन वर्षों के लेखा परीक्षित खाते, यदि कोई हो ।  
Audited account of the previous three years, if any.

- (b) संस्थान के नाम में बैंक पास बुक में नकद बकाया / खाते की अनुप्रमाणित प्रति भी प्रस्तुत की जाए ।  
Cash balance of the Institute in Credit (On the book of bank). Copy of authenticated account be submitted.

- (c) आवेदक निकाय की नियमित आय के साधन क्या हैं ?  
What is the regular source of income of the applicant body

(d) स्थायी आयकर खाता सं० यदि कोई हो। प्रति संलग्न करें।  
Permanent Income Tax A/c. No. If any (attach copy)

(e) भूमि की लागत और उस पर भवन निर्माण करने के लिए होने वाले व्यय को पूरा करने के लिए क्या प्रस्तावित किया गया है। क्या आवेदक बैंक गारन्टी देने की स्थिति में है।  
How it is proposed to meet cost of land and construction thereon. Whether applicant is in a position to furnish bank guarantee.

आवेदक के अपने कार्यालय की  
मोहर एवं तारीख सहित हस्ताक्षर

Signature of the applicant  
and his official Seal with date

प्रतिपत्र काउंटर फायल

COUNTER FOIL

आवेदन पत्र की तिथि \_\_\_\_\_ पंजीकरण सं० \_\_\_\_\_ संलग्न दस्तावेजों सहित

दिनांक \_\_\_\_\_ का आवेदन पत्र दिनांक \_\_\_\_\_ को प्राप्त किया।

Date of application..... Registration No.

Received application dated .....

from .....

With enclosed documents of this .....

काउंटर लिपिक के हस्ताक्षर

Signature of the Counter Clerk

**GOVERNMENT OF INDIA  
MINISTRY OF URBAN DEVELOPMENT  
LAND AND DEVELOPMENT OFFICE  
NIRMAN BHAWAN, NEW DELHI – 110 011**

**APPLICATION FOR SEEKING PERMISSION  
TO SELL THE LEASEHOLD PROPERTY**

Date      Day      Month      Year  
         

1. Property number          Block number

Colony name \_\_\_\_\_

2. Property type: Residential - 1 / Commercial - 2 / Residential-cum-Commercial - 3

**3. Details of the Applicant(s)**

Sno	Name of Applicant	Sex (M/F)	Address	Father's / Husband's Name	Status*
1.					
2.					
3.					
4.					
5.					

(Attach separate sheet, if necessary)

\*Status: 1-Recorded Lessee; 2-Authorised Attorney of the Recorded Lessee; 3-Others (please specify)

Passport size Photograph of the Applicant 1 duly attested

Passport size Photograph of the Applicant 2 duly attested

Passport size Photograph of the Applicant 3 duly attested

Passport size Photograph of the Applicant 4 duly attested

Passport size Photograph of the Applicant 5 duly attested

**4. Address for Communication:**

Name	
House Number / Street Name	
Locality	
City	
Pin code	
Telephone number	
E-mail	

5. Name(s) of the present Lessee(s) / Co-lessees as per Lease Deed / Substitution / Mutation

Sno.	Name of Lessee / Co-lessee
1.	
2.	
3.	
4.	
5.	

(Attach separate sheet, if necessary)

6. Registration particulars of the Lease deed: (An attested copy of the registered lease deed to be furnished)

Registration number	
Volume number	
Book number	
Page from	
Page to	
Date (dd/mm/yyyy)	

7. Date of Substitution / Mutation letter, if any:

(Attach copy of Substitution / Mutation letter) (dd/mm/yyyy)

<input type="text"/>							
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8. Details of the intended Purchaser(s) (Individual / Firm / Company):

Sno.	Name	Sex (M/F)	Age	Address	Status*
1.					
2.					
3.					
4.					
5.					

(\* Status: Individual / Firm / Company)

9. Whether the GPA was registered in case the application is from the GPA holder of the lessee? (Yes - Code Y, No - Code N, NA - Not Applicable)

10. If Item-9 is Yes, the registration particulars of the GPA:

Registration number	
Volume number	
Book number	
Page from	
Page to	
Date (dd/mm/yyyy)	

11. Whether certified / attested copy of the registered GPA has been furnished?   
 (Yes – Code Y, No – Code N, Not Applicable - NA)

12. If the application is from GPA holder, whether consent affidavits of the Lessee duly attested by I Class Magistrate to the effect that GPA has not been revoked and that the Lessee has no objection to the sale permission being given to the Attorney has been furnished? (Yes – Code Y, No – Code N, Not Applicable - NA)

13. Whether the Nominees affidavit (applicable if Applicant is Attorney) attested by I Class Magistrate has been furnished? (Yes – Y, No –N, NA – Not Applicable)

14. Registration particulars of the Agreement to Sell:

Registration number	
Volume number	
Book number	
Page from	
Page to	
Date (dd/mm/yyyy)	

15. Whether certified / attested copy of the Agreement to sell has been furnished? (Yes – Code Y, No – Code N, Not Applicable - NA)

16.i) Whether the lease was Determined / Cancelled / Property re-entered? (Determined – Code 1, Cancelled – Code 2, Re-entered – Code 3)

ii) If re-entered, whether the re-entry is withdrawn (Yes–Code Y, No–Code N)

17. Whether there is any dispute pending in any Court of Law, regarding the title of the property? (Yes – Code Y, No – Code N)

18. Whether property Stands Mortgaged? (Yes – Code Y, No – Code N)

19. If the building is constructed by the lessee, what is the evidence available to prove the completion of building? (Completion certificate – Code 1, D form – Code 2, Not Applicable – Code 4)

20. Area of the Plot / Property as per lease deed   Sq.yrds

21. Total built-up area   Sq. yrds

22. Area being used for non-residential use   Sq. yrds

23. i) Whether any Misuse charges were earlier demanded and not paid by the lessee? (Yes – Code Y, No – Code N, Not Applicable - NA)

ii) If yes, indicate the amount Rs.

24. i) Whether any damages for unauthorised construction were earlier demanded and not paid by the Lessee? (Yes – Code Y, No – Code N, Not Applicable - )

ii) If yes, indicate the amount Rs.

**DECLARATION**

I / We solemnly declare that the information furnished in this application is true and correct to the best of my / our knowledge and belief. I / We also understand that the Sale permission / Mutation, I / We may obtain through this application is liable to be withdrawn and cancelled at any stage if it is established that the information I / We furnished in this application is either wholly or partly false.

*Place:*

***Signature of the Applicant(s)***

Date:

- 1.
- 2.
- 3.
- 4.
- 5.

Documents to be attached:

1. Attested copies of the registered lease deed / conveyance deed and the last substitution / mutation letter.
2. Certified / Attested copy of the registered Agreement for sale.
3. Certified / attested copy of the registered GPA if the application is from the GPA holder.
4. Undertaking to the effect that no other Sale agreement / Sale deed has been executed in respect of this property and that no court case is pending in respect of the property.
5. If the application is from the GPA holder, consent affidavits of Lessee in the prescribed proforma duly attested by I Class Magistrate.
6. If the purchaser is a company:
  - a) Memorandum of Association
  - b) Articles of Association
  - c) Certificate of incorporation
  - d) Resolution empowering one or more of the Directors to purchase the property for the company and to sign in the relevant documents.
  - e) List of present Directors (Duly attested by the company Secretary / Directors)
  - f) An affidavit (in the prescribed proforma) duly attested by I Class Magistrate to the effect that the property shall be used for residential purpose only (applicable in respect of residential premises)
7. Where the intending purchaser is a Firm:-
  - a) Attested copy of Deed of partnership, duly registered with the Registrar of Firms.
  - b) Resolution empowering one or more of the partners to purchase the property for the Firm.
  - c) List of present partners (duly attested by a Gazetted officer or Notary Public)
8. An affidavit in the prescribed proforma to the effect that the property will be used only for residential purpose (applicable in the case of residential premises only).
9. Attested copies of recent passport size photographs of the applicant(s) and the intending purchaser(s).

**GOVERNMENT OF INDIA  
MINISTRY OF URBAN DEVELOPMENT  
LAND AND DEVELOPMENT OFFICE  
NIRMAN BHAWAN, NEW DELHI - 110 011**

**APPLICATION FOR PERMISSION TO GIFT  
THE LEASE HOLD PROPERTY**

Date      Day      Month      Year  
         

2. Property number          Block number

2. Colony name \_\_\_\_\_

3. Property type : Residential - 1 / Commercial - 2 / Residential-cum-Commercial - 3

**4a. Details of the Applicant(s)**

Sno.	Name of Applicant	Sex (M/F)	Address	Father's / Husband's Name
1.				
2.				
3.				
4.				
5.				

(Attach separate sheet, if necessary)

Passport size Photograph of the Applicant / Donor 1 duly attested

Passport size Photograph of the Applicant / Donor 2 duly attested

Passport size Photograph of the Applicant / Donor 3 duly attested

Passport size Photograph of the Applicant / Donee 1 duly attested

Passport size Photograph of the Applicant / Donee 2 duly attested

(Attach separate sheet, if necessary)

**4b. Address for Communication:**

Name	
House Number / Street Name	
Locality	
City	
Pin code	
Telephone number	
E-mail	

5. Name of Lessee as per Lease Deed / Ownership Letter / Substitution / Mutation

Sno.	Name of Lessee
1.	
2.	
3.	
4.	
5.	

(Attach separate sheet, if necessary)

6. Details of the Donee(s)

Sno.	Name of Donee	Sex (M/F)	Father's / Husband's Name	Address	Status*
1.					
2.					
3.					
4.					
5.					

(Attach separate sheet, if necessary)

\*Status : 1 - Brother ; 2 - Sister ; 3 - Others (please specify the relationship)

Day                      Month                      Year

7. Date of Ownership / Substitution / Mutation letter

<input type="text"/>							
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(Attach copy of Ownership / Substitution / Mutation letter)

8. Whether the Lease Deed was registered? (Yes - Code Y, No - Code N)

9. If Item-8 is Yes, the registration particulars of the Lease Deed:

Registration number	
Volume number	
Book number	
Page from	
Page to	
Date (dd/mm/yyyy)	

10. (i) Whether the Donee owns any other Residential property in Delhi / New Delhi either in his own name or in the name of any of his family members

(Yes - Code Y, No - Code N, Not Applicable - NA)

(ii) If Yes, give the details of such property:

Sno.	Property Number	Locality	Name of Owner
1.			
2.			
3.			
4.			
5.			

11. Whether affidavits of Donee in the prescribed proforma duly attested by I Class magistrate furnished? (Yes – Code Y, No – Code N, Not Applicable - NA)   
(Applicable only for Residential properties)

12.i) Whether the lease was Determined / Cancelled / Property re-entered? (Determined – Code 1, Cancelled – Code 2, Re-entered – Code 3)

ii) If re-entered, whether the re-entry is withdrawn (Yes–Code Y, No–Code N)

13. Whether there is any dispute pending in a Court of Law, regarding the title of the property? (Yes – Code Y, No – Code N)

14. Whether property Stands Mortgaged? (Yes – Code Y, No – Code N)

15. If the building is constructed by the lessee, what is the evidence available to prove the completion of building? (Completion certificate – Code 1, D form – Code 2, Not Applicable – Code 4)

16. Area of the Plot / Property as per lease deed     Sq. yrds

17. Total built-up area     Sq. yrds

18. Area being used for non-residential use     Sq. yrds

19. i) Whether any Misuse charges were earlier demanded and not paid by the lessee? (Yes – Code Y, No – Code N, Not Applicable - NA)

ii) If yes, indicate the amount Rs.

20. i) Whether any damages for unauthorised construction were earlier claimed and not paid by the Lessee? (Yes – Code Y, No – Code N, Not Applicable - N)

ii) If yes, indicate the amount Rs.

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**DECLARATION**

I / We solemnly declare that the information furnished in this application is true and correct to the best of my / our knowledge and belief. I / We also understand that the Gift Permission/Mutation I / We may obtain through this application is liable to be withdrawn and cancelled at any stage if it is established that the information I / We furnished in this application is either wholly or partly false.

<i>Place:</i>	<b><i>Signature of the Applicant(s)</i></b>
Date:	1.
	2.
	3.
	4.
	5.

Documents to be attached:

10. Attested copies of the registered lease deed / conveyance deed and the last substitution / mutation letter.
11. Affidavits of the Donee in the prescribed proforma on non-judicial stamp paper of Rs.10/-, duly sworn before the I Class Magistrate / Sub-Judge.
12. Attested copies of recent passport size photographs of the Donor(s) and Donee(s).

**GOVERNMENT OF INDIA  
MINISTRY OF URBAN DEVELOPMENT  
LAND AND DEVELOPMENT OFFICE  
NIRMAN BHAWAN, NEW DELHI – 110 011**

**APPLICATION FOR SEEKING PERMISSION  
TO MORTGAGE THE LEASEHOLD PROPERTY**

Date      Day      Month      Year  
         

3. Property number          Block number

Colony name \_\_\_\_\_

2. Property type: Residential – 1 / Commercial – 2 / Residential-cum-Commercial – 3  
 / Institutional and others – 4

**3. Details of the Applicant(s)**

Sno	Name of Applicant	Sex (M/F)	Address	Father's / Husband's Name	Status*
1.					
2.					
3.					
4.					
5.					

(Attach separate sheet, if necessary)  
 Lessee]

[\*Status: 1-Original Lessee; 2-Subsequent

Passport size  
Photograph  
of the  
Applicant 1  
duly attested

Passport size  
Photograph  
of the  
Applicant 2  
duly attested

Passport size  
Photograph  
of the  
Applicant 3  
duly attested

Passport size  
Photograph  
of the  
Applicant 4  
duly attested

Passport size  
Photograph  
of the  
Applicant 5  
duly attested

**4. Address for Communication:**

Name	
House Number / Street Name	
Locality	
City	
Pin code	
Telephone number	
E-mail	

5. Name of the Lessee(s) as per Lease Deed / Substitution / Mutation

Sno.	Name of Lessee / Co-lessee
1.	
2.	
3.	
4.	
5.	

(Attach separate sheet, if necessary)

6. a) Whether the lease deed was registered?

(Yes - Code Y, No - Code N, NA - Not Applicable)

b) If yes, the registration particulars of the Lease deed:

(An attested copy of the registered lease deed to be furnished)

Registration number	
Volume number	
Book number	
Page from	
Page to	
Date (dd/mm/yyyy)	

7. Date of Substitution / Mutation letter, if any

(Attach copy of Substitution / Mutation letter) (dd/mm/yyyy)

<input type="text"/>							
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8. Details of the Mortgagee:

Name of Institution / Bank / Govt. Department	Address

9. Purpose of Mortgage

[Construction - 1 / Re-construction - 2 / Addition & alteration - 3 / Education of children - 4 / Medical treatment of Lessee or Dependent - 5 / Family ceremony - 6 / Business capital - 7 / Others - 8 (please specify \_\_\_\_\_)]

10. Amount of proposed loan: Rs.

11. Whether the leased property is Vacant plot (code - 1) / Constructed house (code - 2) / Shop (code - 3) / Other Buildings (code - )

12. If the Mortgage permission is for construction / re-construction / addition / alteration, whether the plan has been sanctioned by the local body?   
(Yes - Code Y, No - Code N, Not Applicable - NA)

13. a) Whether it is proposed to mortgage with the Government of NCT of Delhi or any other Government Department / Organisation? (Yes - Code Y, No - Code )

b) If (a) yes, whether the loan has been sanctioned? (Yes - Y, No - N)

- c) If (b) yes, Sanction number: \_\_\_\_\_
- d) If (b) no, Loan application number: \_\_\_\_\_
- 14.i) Whether the lease was Determined / Cancelled / Property re-entered?  
(Determined – Code 1, Cancelled – Code 2, Re-entered – Code 3)
- ii) If re-entered, whether the re-entry is withdrawn (Yes–Code Y, No–Code N)
15. Whether there is any dispute pending in a Court of Law, regarding the title of the property? (Yes – Code Y, No – Code N)
16. a) Whether any Mortgage permission for the property was earlier obtained and been not utilised? (Yes – Code Y, No – Code N)
- b) If yes, whether the said permission has been returned?  
(Yes – Code Y, No – Code N, Not Applicable - NA)
17. a) Whether property earlier mortgaged?  
(Yes – Code Y, No – Code N)
- b) If yes, whether Redemption deed is enclosed?  
(Yes – Code Y, No – Code N, Not Applicable - NA)
18. If the building is constructed by the lessee, what is the evidence available to prove the completion of building? (Completion certificate – Code 1, D form – Code 2, Not Applicable – Code 4)
19. Area of the Plot / Property as per lease deed       Sq. yrds
20. Total built-up area       Sq. yrds
21. Area being used for non-residential use       Sq. yrds
22. i) Whether any Misuse charges were earlier demanded and not paid by the lessee?  
(Yes – Code Y, No – Code N, Not Applicable - NA)
- ii) If yes, indicate the amount Rs.
23. i) Whether any damages for unauthorised construction were earlier claimed and not paid by the Lessee? (Yes – Code Y, No – Code N, Not Applicable - NA)
- ii) If yes, indicate the amount Rs.

## **DECLARATION**

I / We solemnly declare that the information furnished in this application is true and correct to the best of my / our knowledge and belief. I / We also understand that the Mortgage permission, I / We may obtain through this application is liable to be withdrawn and cancelled at any stage if it is established that the information I / We furnished in this application is either wholly or partly false.

<i>Place:</i>	<b><i>Signature of the Applicant(s)</i></b>
Date:	1.
	2.
	3.
	4.
	5.

Documents to be attached:

13. Attested copies of the registered lease deed / conveyance deed and the last substitution / mutation letter.
14. Attested copies of the loan application, sanction letter etc., if the loan is to be taken from Government of NCT of Delhi or any other Government Department / Agency.
15. If the mortgage permission is required for construction / re-construction / additions and alterations in the building, please attach a copy of the certified copy of the building plans "certified to be true" by the local body. If the certified copy is not available, then the original plans along with a spare copy of the plans and a Bank Draft / Postal order in favour of Land and Development Officer for Rs.5/- per sheet of plan are attached.
16. Demand draft in favour of Land and Development Officer for Rs.30/- towards the cost of forms for execution of Tripartite Agreement.
17. Redemption deed, if the property was earlier mortgaged.
18. The original permission, if permission was earlier issued but not utilised.
19. Proof of completion of construction.
20. Attested copies of recent passport size photographs of the applicant(s).

NB: The application for Mortgage permission will be considered only if the lease deed has been executed and registered.

**GOVERNMENT OF INDIA  
MINISTRY OF URBAN DEVELOPMENT  
LAND AND DEVELOPMENT OFFICE  
NIRMAN BHAWAN, NEW DELHI – 110 011**

**APPLICATION FOR MUTATION OF TITLE**

Date      Day      Month      Year  
         

4. Property number          Block number

2. Colony name \_\_\_\_\_

3. Property type: Residential - 1 / Commercial - 2 / Residential-cum-Commercial - 3

**4a. Details of the Applicant(s)**

Sno	Name of Applicant	Sex (M/F)	Address	Father's / Husband's Name	Status*
1.					
2.					
3.					
4.					
5.					

(Attach separate sheet, if necessary)

\* Status: 1 – Purchaser (through Sale deed)    2 – Donee (through Gift deed)    3 – Releasee (from Co-lessee)

4 – Holder of Court order / Decree    5 – Legatee    6 – Others (please specify the relationship)

Passport size  
Photograph  
of the  
Applicant 1  
duly attested

Passport size  
Photograph  
of the  
Applicant 2  
duly attested

Passport size  
Photograph  
of the  
Applicant 3  
duly attested

Passport size  
Photograph  
of the  
Applicant 4  
duly attested

Passport size  
Photograph  
of the  
Applicant 5  
duly attested

**4b. Address for Communication:**

Name	
House Number / Street Name	
Locality	
City	
Pin code	
Telephone number	
E-mail	

5. Name of Lessee as per Lease Deed / Ownership Letter / Substitution / Mutation

Sno.	Name of Lessee
1.	
2.	
3.	
4.	
5.	

(Attach separate sheet, if necessary)

Day      Month      Year

6. Date of Ownership / Substitution / Mutation letter  
(Attach copy of Ownership / Substitution / Mutation letter)

<input type="text"/>							
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7. Whether permission for Sale / Gift obtained? (Yes – Code Y, No – Code N)

8. If Item-7 is yes, the number and date of Sale/Gift permission letter: \_\_\_\_\_

9. Whether the Sale deed / Gift deed / Decree registered?   
(Yes – Code Y, No – Code N)

10. If Item-9 is yes, the registration particulars of the Sale deed / Gift deed / Decree:

Registration number	
Volume number	
Book number	
Page from	
Page to	
Date (dd/mm/yyyy)	

11. Whether the indemnity bond duly attested by I Class Magistrate has been furnished? (Yes – Code Y, No – Code N, Not Applicable - NA)

12. Whether the Will has been probated?   
(Yes – Code Y, No – Code N)

13. If Item-12 is yes, details of plaints and orders: (Attach certified copy)

Probate application number	Date of order	Name of Court

14. If there is no valid will, whether other legal heirs have relinquished their right in the property? (Yes – Code Y, No – Code N, Not Applicable - NA)

15. Registration particulars of the Relinquishment Deed

Registration number	
Volume number	
Book number	
Page from	
Page to	
Date (dd/mm/yyyy)	

16. Whether certified copy of the Sale / Gift / Court Decree furnished or not?   
 (Yes – Code Y, No – Code N, Not Applicable - NA)

17. Whether affidavits of Donee duly attested by I Class magistrate furnished or not?  
 (Yes – Code Y, No – Code N, Not Applicable - NA)

18. i) Whether the lease was Determined / Cancelled / Property re-entered?  
 (Determined – Code 1, Cancelled – Code 2, Re-entered – Code 3, Not applicable – NA)

ii) If re-entered, whether the re-entry is withdrawn (Yes–Code Y, No–Code N)

19. Whether there is any dispute pending in a Court of Law, regarding the title of the property? (Yes – Code Y, No – Code N, Not Applicable - NA)

20. i) Whether property stands Mortgaged?  
 (Yes – Code Y, No – Code N)

ii) If yes, whether No objection Certificate (NoC) from the mortgagee is enclosed?  
 (Yes – Code Y, No – Code N)

21. If the building is constructed by the lessee, what is the evidence available to prove the completion of building? (Completion certificate – Code 1, D form – Code 2, Any other evidence – Code 3, Not applicable – 4)

22. Whether affidavit regarding unauthorised construction is enclosed?  
 (Yes – Code Y, No – Code N, Not Applicable - NA)

23. Area of the Plot / Property as per lease deed      Sq.  
 yrds

24. Area of the Plot / Property as shown in the Sale Deed / Gift Deed / Decree      Sq.  
 yrds

25. Total built-up area      Sq.  
 yrds

26. Area being used for non-residential use      Sq.  
 yrds

27. i) Whether any Misuse Charges were earlier demanded and not paid by the lessee?   
(Yes – Code Y, No – Code N, Not Applicable - NA)

ii) If yes, indicate the amount Rs.

28. i) Whether any financial damages for unauthorised construction were earlier claimed and not paid the Lessee? (Yes – Code Y, No – Code N, Not Applicable - NA)

ii) If yes, indicate the amount Rs.

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DECLARATION

I / We solemnly declare that the information furnished in this application is true and correct to the best of my / our knowledge and belief. I / We also understand that the Mutation, I / We may obtain through this application is liable to be withdrawn and cancelled at any stage if it is established that the information I / We furnished in this application is either wholly or partly false.

*Place:*  
*Applicant (s)*

*Signature of the*

Date:

- 1.
- 2.
- 3.
- 4.
- 5.

Documents to be attached:

21. Attested copies of the registered lease deed / conveyance deed and the last substitution / mutation letter;
22. Attested copies of recent passport size photographs of the applicant(s) along with date;
23. Certified copy of the Sale Deed / Gift Deed / Family Settlement;
24. Copy of the Sale Permission / Gift Permission letter;
25. Attested copy of General Power of Attorney (GPA) and Agreement to sell, if Sale Deed is executed by GPA; and
26. Certified copy of the plaint / suit for partition / declaration and the order, if mutation is sought on the basis of Court order.

**GOVERNMENT OF INDIA  
MINISTRY OF URBAN DEVELOPMENT  
LAND AND DEVELOPMENT OFFICE  
NIRMAN BHAWAN, NEW DELHI – 110 011**

**APPLICATION FOR SUBSTITUTION OF TITLE**

Date      Day      Month      Year  
         

5. Property number          Block number

2. Colony name \_\_\_\_\_

3. Property type: Residential - 1 / Commercial - 2 / Residential-cum-Commercial - 3

**4a. Details of the Applicant(s)**

Sno	Name of Applicant	Sex (M/F)	Address	Father's / Husband's Name	Status*
1.					
2.					
3.					
4.					
5.					

(Attach separate sheet, if necessary)

\***Status:** 1-Wife; 2-Son/Daughter; 3-Grand Son/Grand Daughter; 4-Brother/Sister (in case lessee was unmarried/having no living spouse/children); 5-Daughter-in-law (in case of pre-deceased lessee); 6- Others (please specify the relationship)

Passport size Photograph of the Applicant 1 duly attested

Passport size Photograph of the Applicant 2 duly attested

Passport size Photograph of the Applicant 3 duly attested

Passport size Photograph of the Applicant 4 duly attested

Passport size Photograph of the Applicant 5 duly attested

**4b. Address for Communication:**

Name	
House Number / Street Name	
Locality	
City	
Pin code	
Telephone number	
E-mail	

5. a) Name(s) of Lessee as per Lease Deed / Ownership Letter / Substitution / Mutation

Sno.	Name of Lessee	Whether Deceased ?
1.		Yes / No
2.		Yes / No
3.		Yes / No
4.		Yes / No
5.		Yes / No

(Attach separate sheet, if necessary)

5. b) Whether the Lease deed registered?   
(Yes - Code Y, No - Code N)

5. c) If Item-5(b) is yes, the registration particulars of the Lease deed:

Registration number	
Volume number	
Book number	
Page from	
Page to	
Date (dd/mm/yyyy)	

6. Date of Ownership / Substitution / Mutation letter       
(Attach copy of Ownership / Substitution / Mutation letter) DD MM YYYY

7. Details of the heirs with the deceased lessee:

Sno.	Name	Sex (M/F)	Age	Relationship	Address
1.					
2.					
3.					
4.					
5.					

(Attach separate sheet, if necessary)

8. Whether the deceased lessee left behind any WILL?   
(Yes - Code Y, No - Code N)

(i) If Yes, whether the WILL was registered?   
(Yes - Code Y, No - Code N)

(ii) If Item-8(i) is Yes, the registration particulars of the WILL:

Registration number	
Volume number	

Book number	
Page from	
Page to	
Date (dd/mm/yyyy)	

9. Names of the beneficiaries of the WILL with the deceased lessee / allottee:

Sno.	Name	Sex (M/F)	Age	Relationship	Address
1.					
2.					
3.					
4.					
5.					

(Attach separate sheet, if necessary)

10. Whether no objection affidavits of all legal heirs have been furnished?   
(Yes - Code Y, No - Code N, Not Applicable - NA)

11. If Item-10 is yes, then details thereof:

Sno.	Name of Deponent	Sex (M/F)	Age	Date of execution	Attesting authority
1.					
2.					
3.					
4.					
5.					

Please give in the same sequence order as in Item-9. (Attach separate sheet, if necessary)

12. Whether the indemnity bond duly attested by I Class Magistrate has been furnished? (Yes - Code Y, No - Code N)

13. Whether the WILL has been probated or not?   
(Yes - Code Y, No - Code N, Not Applicable - NA)

14. If Item-13 is yes, details of plaints and orders: (Attach certified copy)

Probate application number	Date of order	Name of Court

15. If there is no WILL, whether other legal heirs have relinquished their right in the property? (Yes - Code Y, No - Code N, Not Applicable - NA)

16. Registration particulars of the Relinquishment Deed

Registration number	
Volume number	
Book number	
Page from	
Page to	
Date (dd/mm/yyyy)	

17. Whether certified copy of the Relinquishment deed furnished?   
 (Yes – Code Y, No – Code N, Not Applicable - NA)
18. Whether affidavits of beneficiaries duly attested by I Class magistrate furnished?  
 (Yes – Code Y, No – Code N, Not Applicable - NA)
- 19.i) Whether the lease was Determined / Cancelled / Property re-entered?  
 (Determined – Code 1, Cancelled – Code 2, Re-entered – Code 3)
- ii) If re-entered, whether the re-entry is withdrawn (Yes–Code Y, No–Code N)
20. Whether there is any dispute pending in a Court of Law, regarding the title of the property? (Yes – Code Y, No – Code N)
21. Whether property Stands Mortgaged?  
 (Yes – Code Y, No – Code N)
22. If the building is constructed by the lessee, what is the evidence available to prove the completion of building? (Completion certificate – Code 1, D form – Code 2, Any other evidence –Code 3, Not Applicable – Code 4)
23. Area of the Plot / Property as per lease deed       Sq.yrds
24. Total built-up area       Sq. yrds
25. Area being used for non-residential use       Sq. yrds
26. i) Whether any Misuse charges were earlier demanded and not paid by the lessee?  
 (Yes – Code Y, No – Code N, Not Applicable - NA)
- ii) If yes, indicate the amount Rs.
27. i) Whether any damages for unauthorised construction were earlier claimed and not paid by the Lessee? (Yes – Code Y, No – Code N, Not Applicable - N
- ii) If yes, indicate the amount Rs.

## **DECLARATION**

I / We solemnly declare that the information furnished in this application is true and correct to the best of my / our knowledge and belief. I / We also understand that the Substitution, I / We may obtain through this application is liable to be withdrawn and cancelled at any stage if it is established that the information I / We furnished in this application is either wholly or partly false.

<i>Place:</i>	<b><i>Signature of the Applicant(s)</i></b>
Date:	1.
	2.
	3.
	4.
	5.

### Documents to be attached:

27. Attested copies of the registered lease deed / conveyance deed and the last substitution / mutation letter.
28. Attested copy of the death certificate(s) of lessee / allottee and other legal heirs, if any.
29. Certified copy of the "WILL", if registered or attested copy of the "WILL" if unregistered.
30. Affidavits of all the legal heirs (wife/husband/sons/daughters) in the prescribed proforma, duly sworn before the Magistrate of I Class / Sub-Judge (Incase there is WILL; Not required if WILL is probated).
31. Indemnity bond of the beneficiaries of the WILL in the prescribed proforma, duly attested by Magistrate of I Class / Sub-Judge.
32. Certified copy of the Registered Relinquishment deed (Please see Item-17).
33. Affidavits of the beneficiaries in the prescribed proforma on non-judicial stamp paper of Rs.10/-, duly sworn before the I Class Magistrate / Sub-Judge.
34. Certified copy of the plaint / suit for probate and the order, if WILL is probated.
35. Attested copies of recent passport size photographs of the applicant(s).

**NORMS SET BY IT FOR THE DISCHARGE OF ITS  
FUNCTIONS**

## **NORMS SET BY IT FOR THE DISCHARGE OF ITS FUNCTIONS**

### **CITIZEN'S CHARTER FOR LESSEES**

This Charter is a commitment of the Land & Development Office to its lessees in Administering, Nazul Leases, Rehabilitation Leases or Lands in Delhi and in the matter of Sale/Transfer/Mutation/Substitution/Mortgage, and Freehold permissions. (The privity of contract in terms of the lease is between the "Lessee" (Government Departments, Public Undertakings, Companies, Institutions and Private Persons etc. and the "Lessor" L&DO).

The L&DO further commits that it will provide information on

- the organisational structure of the office, its hierarchy and names of all its officers right down to sectional head level in all its office.
- the procedure to be followed, the forms to be filled and other requirements in respect of various transactions;
- application form for conversion of properties into freehold through brochures which would be sold in notified branches of the State Bank of India.
- sale permission, mutation, substitution etc. through a printed brochure entitled "Information for the Guidance of Lease Holders" through Information and Facilitation Centre to be opened in all offices of the L&DO.
- how and to whom applications are to be made for various purposes. (The PRO and the respective Branch officers will provide necessary assistance in this regard).

The L&DO will ensure quality of service by

- intimating the Lessees any change in the procedure or policy by a Public Notice in the press and also through prominent display of such information on the Notice Boards in the office and in the Information Facilitation Centre.
- disposal of applications on conversion sale permission, mutation, substitution etc., within a period of three months from the date of receipt of the information and other papers submitted by the lessee are in order.
- giving clear indication of the charges demanded for breach of terms of the lease e.g. unauthorised construction etc. along with full details, which should be payable within 30 days of the date of receipt of demand by the lessee.

And if things go wrong,

- detailed information regarding the grievance redressal procedure as also names, addresses and telephone numbers of the designated Grievance Redressal Officers, will be displayed on Notice Board of the office as well as at the Information Facilitation Centre.
- all grievances, and complaints will be acknowledged immediately and in any case within 7 days and a speaking reply given to the lessee within 30 days.

In return the L&DO would expect all its lessees

- to scrupulously follow the provisions of the Lease Deed both in letter and spirit.
- to make timely payments of ground rents etc., as stipulated in the Lease Deed, Agreement to Lease etc.
- to cooperate with the lessor in the smooth conduct of inspection of the property if so required and not to
- avoid such inspection.
- not to build any unauthorised construction in the leased property.
- not to put lease property to any use other than the one specified in the Lease Deed.
- to make constructive suggestions for the improvement of this Charter, to

**The Public Relations Officer  
Land & Development Office  
Nirman Bhawan  
New Delhi - 110 011  
Phone - 23061448**

**THE RULES, REGULATIONS, INSTRUCTIONS,  
MANUALS AND RECORDS, HELD BY IT OR UNDER ITS  
CONTROL OR USED BY ITS EMPLOYEES FOR  
DISCHARGING ITS FUNCTIONS**

**The rules, regulations, instructions, manuals and records, held by it or under its control or used by its employees for discharging its functions**

- (I) Manual of office procedure containing detailed procedure for each type of work/activity.
- (II) Records pertaining to Property files relating to the properties of :-
  - (i) Allotment to various social, cultural, religious, educational, Hospitals, local bodies, PSUS, Central Govt. Departments etc.
  - (ii) Nazul Leases and properties developed by L&DO such as Connaught Place, Sunder Nagar, Jorbagh, Golf Links, Diplomatic Enclave Chanakya puri, and adjoining areas etc,
  - (iii) Properties transferred from the Rehabilitation Department in the rehabilitation colonies viz Lajpat Nagar, Malviya Nagar, Defence Colony, C.R. Park, Rajinder Nagar, Patel Nagar, Tihar-I and II, Moti Nagar, Tilak Nagar etc.
  - (iv) Properties relating to the markets including the properties of rehabilitation Markets such as Azad Market, Ansari Market, Ashoka Market, Khan Market, Bhagat Singh Market, Desh Bandhu Gupta Market, Krishna Market, Khurshid Market, Central Market, Pushpa Market, etc. and Market transferred from the Directorate of Estates namely Sarojini Nagar Market, Pleasure Garden Market, R.K. Puram, INA Market, Meharchand Market, New Central Market, etc.

**STATEMENT SHOWING BROAD CATEGORIES OF  
DOCUMENTS THAT ARE HELD BY THE LAND &  
DEVELOPMENT OFFICE**

**Statement showing broad categories of documents that are held by the Land & Development Office**

Lease Deeds, Memorandum of Agreements, Conveyance Deeds, Allotment letters, Inspection Reports, Breach/Demand letters issued with reference to the Properties under its control, Substitution/ Mutation letters, correspondence between lessees/his representatives and the lessor, matters relating to policy decision, service records of officials posted in the L&DO, layout plan of the areas/colonies.

**THE PARTICULARS OF ANY ARRANGEMENT THAT EXISTS  
FOR CONSULTATION WITH, OR REPRESENTATION BY  
THE MEMBERS OF THE PUBLIC IN RELATION TO THE  
FORMULATION OF ITS POLICY OR IMPLEMENTATION  
THEREOF**

**The particulars of any arrangement that exists for consultation with, or representation by the members of the public in relation to the formulation of its policy or implementation thereof**

1. There is a Public Relation Officer who meets the public on the designated days (Tel. No. 23061448).
2. There is an Information Facilitation Centre near Gate No. 4, Nirman Bhawan, which functions during the working hours on all working days between 9.30 a.m. to 06.00 p.m.
3. Land and Development Officer and all Branch Officers meet general public on the designated time (02.00 to 4.p.m.) on all working Wednesdays without prior appointment and on other days with prior appointment.

**STATEMENT OF THE BOARDS, COUNCILS, COMMITTEES  
AND OTHER BODIES CONSISTING OF TWO OR MORE  
PERSONS CONSTITUTED AS ITS PART OR FOR THE  
PURPOSE OF ITS ADVICE, AND AS TO WHETHER  
MEETINGS OF THOSE BOARDS, COUNCILS, COMMITTEES  
AND OTHER BODIES ARE OPEN TO THE PUBLIC, OR THE  
MINUTES OF SUCH MEETINGS ARE ACCESSIBLE FOR  
PUBLIC**

**Statement of the boards, councils, committees and other bodies consisting of two or more persons constituted as its part or for the purpose of its advice, and as to whether meetings of those boards, councils, committees and other bodies are open to the public, or the minutes of such meetings are accessible for public**

The Land & Development Office is concerned with only one Committee viz., Screening Committee for screening applications for allotment of land to various institutions. The details of its composition, terms of reference and guidelines for screening of applications for allotment of land are given in Annexure-VII.

No. L&DO/24(460)-CDN/2002/  
Government of India.  
Ministry of Urban Development  
(Land & Development Office)

.....  
Nirman Bhawan, New Delhi  
30<sup>th</sup> May , 2005

ORDER

Subject: Re-constitution of Screening Committee for allotment of land –  
Regarding.

The Government had constituted a One-man Committee headed by Shri Yogesh Chandra to inquire into the cases of allotment of land by L&DO since 1998-99. The Committee was also requested to suggest guidelines for allotment of land by L&DO in fair, objective and transparent manner. The Committee has since submitted its recommendations which have been considered and accepted by the Government.

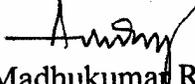
2. Based on the recommendations of the Yogesh Chandra Committee and in partial modification of this Ministry's Order No.24(460)/2002/L&DO/68 dated September 2003, the Screening Committee for allotment of land by the L&DO is re-constituted to consist of the following:

- |        |  |   |                  |
|--------|--|---|------------------|
| (i)    | Addl. Secretary (UD)   | - | Chairman         |
| (ii)   | Joint Secretary Incharge of land   | - | Member           |
| (iii)  | Joint Secretary (Finance)  | - | Member           |
| (iv)   | VC, DDA or his nominee   | - | Member           |
| (v)    | Chief Architect, CPWD  | - | Member           |
| (vi)   | Representative of Govt. of NCT of Delhi                                      | - | Member           |
| (vii)  | Land & Development Officer   | - | Member Secretary |
| (viii) | Joint Secretary (or his nominee) of<br>the concerned Administrative Ministry | - | Special invitee  |

3. All the requests for allotment of land shall be placed by the L&DO before the Screening Committee with all the relevant details. The Screening Committee shall consider all such request for allotment of land and submit

specific recommendations in each case, for further consideration by the Government.

4. The Committee shall also consider any other issue that may be referred to it by the Government from time to time. While examining the requests for allotment, the Committee shall keep in view the enclosed general guidelines.

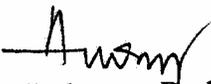
  
(A. Madhukumar Reddy)  
Land & Development Officer

To

All members of the Committee

Copy to:-

1. PS to UDM.
2. Sr. PPS to Secretary (UD).
3. PS to Additional Secretary (UD).
4. PS to Joint Secretary (DL).
5. PS to DG (W), CPWD.
6. PS to L&DO.
7. All Sections, L&DO.
8. One copy to Guard File, CDN (L&DO).

  
(A. Madhukumar Reddy)  
Land & Development Officer

**Guidelines for Screening of applications for allotment of land**

The Screening Committee should keep the following aspects in view, while examining the applications received for allotment of Government land from various institutions/organizations:

- (i) Availability of land as per approved layout plan and the prescribed land use of the plot as per the layout plan/zonal plan/Master Plan. Allotment of a plot should be considered only when the land use is permissible for such activities for which allotment has been requested.
- (ii) The plot of land should be free from any encroachment/litigation and the requisite infrastructure such as power, water supply, drainage facilities etc., should be available in the area.
- (iii) The organization seeking allotment of land should be a registered Society/Trust, registered for at least 5 years at the time of application. The Society/Trust should have persons of professional and representative character on the Management Committee, which should not consist of family members.
- (iv) The Society/Trust should submit the certificate of Registration, Memorandum and Articles of Association, Balance Sheet and audited accounts for 5 years, immediately preceding the date of application.
- (v) The Society/Trust should submit the Certificate of Exemption from Income Tax under Section 80G of Income Tax Act.

- (vi) The recommendation of the concerned Ministry of the Government of India for allotment of land should be considered. The following specific information of the applicant should be sought from the Administrative Ministry:
- (a) The status of the Society, nature of its activity and work performance. The item will cover whether the Society is charitable and what benefit it gives to the common man by its activities.
  - (b) Analysis of Certificate of Registration, Memorandum and Articles of Association, Balance Sheet and Auditors Report for the past 5 years.
  - (c) Whether the organization is already working in Delhi and, if not, why it needs to set up an office in the National Capital.
  - (d) Details of the project that the Society wants to implement, while asking for the land.
- (vii) In Case of educational institutions, a valid sponsorship certificate for the area and the type of school for which allotment of land is sought should be obtained from the Directorate of Education, GNCTD in respect of middle and higher level schools and from the local body concerned (MCD/NDMC) in respect of nursery/primary schools.
- (viii) The antecedent of the Society/Trust should be verified through the Government of NCTD and if necessary through the Ministry of Home Affairs.

- (ix) Permanent Account Number (PAN) for Income Tax purposes should be furnished.
- (x) An assessment should be made as to whether the organization would be in a position to pay the cost of the land as well as construction of the building. It should be seen whether the institution/organization already owns and land in Delhi and in case it does the activity for which such land is being put to use should be looked into. In case the organization has been allotted land by L&DO/DDA earlier, it should be ascertained whether the land is being used properly and whether the organization need further land for carrying out its activities. It should also be considered as to whether the actual quantum of land being sought for is sufficient or excessive or inadequate while recommending for allotment of land.
- (xi) The applicant Society/Trust should furnish proof of having fixed deposit/equivalent liquid investment covering the cost of land + 10% more, to ensure payment of land cost without seeking any special dispensation and should produce a 'No Loan Certificate' in respect of the above mentioned investment.
- (xii) In case of consideration of request for allotment of land for any institution wholly owned or assisted by Government of India or any state Government, the stipulations above could be suitably relaxed/waived, for reasons that would be recorded in writing.

**DIRECTORY OF OFFICERS AND EMPLOYEES  
AND THEIR MONTHLY REMUNERATION**

**LAND & DEVELOPMENT OFFICE**  
**DIRECTORY OF OFFICIALS AND THEIR PRESENT MONTHLY EMOLUMENTS**

Sno.	Emp Name	Designation	Total Emoluments	Tel No.
1	Shri. A MADHU KUMAR REDDY	Land and Development Officer	29907	23062871
2	Shri. H K BENIWAL	Deputy L&DO	27450	23061296
3	Shri. SURENDER KUMAR	Deputy L&DO	22643	23061296
4	Shri. ASHOK KUMAR ARORA	Deputy L&DO	22072	23061325
5	Shri. A BHATTACHARYA	Deputy L&DO	30317	23061325
6	Shri. JAMNA DAS	Deputy L&DO	35003	23061915
7	Shri. SATYAJIT MISHRA	Deputy L&DO	20362	23063613
8	Shri. S K JAIN	Executive Engineer	37808	23061390
9	Shri. V SREE KUMAR	Public Relation Officer	18694	23061448
10	Shri. RAJEEV NAYAN SHARMA	Accounts Officer	21097	23061324
11	Mr. RADHE SHYAM SHARMA	Assistant Director(OL)	21648	23062257
12	Shri. B N JAYANT	Assistent Engineer	27450	23061336
13	Shri. CHAMAN LAL	Assistent Engineer	12459	23061448
14	Shri. MAHENDRA SINGH	Assistent Engineer	26017	23062257
15	Shri. S C SAXENA	Assistent Engineer	25301	23062257
16	Shri. ASHWANI KUMAR	Section Officer	19002	
17	Shri. P. M. MADHAVAN	Section Officer	17022	23061391
18	Shri. VIJAY TEHLAN	Vigilance cum Legal Officer	21000	23061336
19	Shri. B. N. MANJHI	Superintendant	13224	
20	Shri. S K SHARMA	Superintendant	13431	
21	Shri. J P TOORA	Superintendant	14046	
22	Shri. G S RAWAT	Superintendant	13738	
23	Smt. SANTOSH SETHI	Superintendant	16772	
24	Shri. VIR SEN SINGH	Superintendant	16387	
25	Shri. S S MAHATO	Superintendant	16001	
26	Smt. RAMA CHABRA	Superintendant	17930	
27	Shri. TEJ RAM	Superintendant	17545	
28	Shri. GAUTAM SAH	Superintendant	12203	
29	Shri. RAMJI LAL	Superintendant	16487	
30	Smt. VIMLA SHARMA	Superintendant	17158	
31	Shri. B R KARDAM	Assistants	11808	
32	Shri. SHEO RAM SINGH	Assistants	13741	
33	Shri. VED PRAKASH	Assistants	11808	
34	Smt. RAMESH KHANNA	Assistants	13741	
35	Shri. RAM KISHAN BHATIA	Assistants	14071	
36	Shri. VINOD KUMAR SHARMA	Assistants	13741	
37	Smt. GURCHARAN KAUR	Assistants	13741	
38	Smt. RADHIKA RANI VAJPAYEE	Assistants	11544	
39	Shri. CHATAR SINGH	Assistants	13510	
40	Smt. SHAKUNTALA SAXENA	Accountant	10491	
41	Shri. R. K. PAUL	Accountant	14402	
42	Shri. KISHORI LAL	Draftsman Grade II	11589	
43	Shri. RAJ KUMAR	Draftsman Grade III	13410	

44	Shri. ARJUN SINGH	Overseer	13914
45	Shri. S K ARORA	Overseer	15267
46	Shri. M L MANAK	Overseer	18561
47	Shri. S K MALIK	Overseer	16797
48	Shri. BRAHAM PAL SINGH	Overseer	14071
49	Shri. H C PANDEY	Overseer	14402
50	Shri. S C PARBHAKAR	Overseer	14089
51	Shri. SURINDER SHARMA	Senior Draftsman	18030
52	Shri. J C MORIA	Senior Surveyor	13963
53	Shri. MUKESH KUMAR	Surveyor	13079
54	Shri. KULDEEP SINGH	Surveyor	13410
55	Shri. BIRI SINGH	Surveyor	11866
56	Shri. DHARAM PAL SINGH	Surveyor	11866
57	Shri. JAI BHAGWAN	Surveyor	11866
58	Shri. NETAM SUMER SINGH	Surveyor	9882
59	Shri. S R BHOLA	Technical Assistant	21207
60	Shri. D R SHARMA	STENO GRADE - I	16320
61	Shri. P S RAWAT	STENO GRADE - I	15615
62	Smt. RAJINDER KAUR	STENO GRADE - III	13079
63	Smt. SHASHI GOGIA	STENO GRADE - III	13079
64	Smt. GEETA KAPOOR	STENO GRADE - III	14071
65	Smt. SUNITA UTTAM	STENO GRADE - III	11746
66	Shri. JAGJIT SINGH	STENO GRADE - III	10764
67	Shri. SANDEEP SHARMA	STENO GRADE - III	8649
68	Smt. SHASHI KHANNA	STENO GRADE-I	14967
69	Smt. SUVIBHA SHARMA	UPPER DIVISION CLERK	10543
70	Shri. V RAMA KRISHANA	UPPER DIVISION CLERK	8473
71	Shri. A K PASRICHA	UPPER DIVISION CLERK	10543
72	Miss. NEELAM SAXENA	UPPER DIVISION CLERK	8824
73	Shri. VINOD SHARMA	UPPER DIVISION CLERK	10984
74	Smt. MADHU BALA SAXENA	UPPER DIVISION CLERK	10984
75	Smt. SUJATA WADERA	UPPER DIVISION CLERK	10984
76	Shri. RAMAN BALA MITTAR	UPPER DIVISION CLERK	10984
77	Smt. KATYANI MATHUR	UPPER DIVISION CLERK	8824
78	Shri. RAKESH SHARMA	UPPER DIVISION CLERK	8649
79	Ms VEENA KUMARI	UPPER DIVISION CLERK	8649
80	Smt. SUDHA SAINI	UPPER DIVISION CLERK	8649
81	Shri. CHANDER DAS	UPPER DIVISION CLERK	9000
82	Shri. MAHINDER SINGH	UPPER DIVISION CLERK	11205
83	Shri. MADHU BALA	UPPER DIVISION CLERK	11425
84	Smt. SUCHITA UPRETI	UPPER DIVISION CLERK	10543
85	Shri. SUNIL KUMAR SHARMA	UPPER DIVISION CLERK	10543
86	Shri. DILBAGH SINGH	UPPER DIVISION CLERK	10618
87	Shri. HARBHAJAN MEENA	UPPER DIVISION CLERK	11205
88	Smt. PUSHPA LATA	UPPER DIVISION CLERK	11500
89	Shri. VIMAL CHAND	UPPER DIVISION CLERK	11646
90	Shri. DHARE SINGH	UPPER DIVISION CLERK	12748
91	Smt. SHANTI DEVI	UPPER DIVISION CLERK	13741

92	Smt. MEENA SETH	UPPER DIVISION CLERK	14071
93	Shri. KHUSHAL CHAND	UPPER DIVISION CLERK	9351
94	Shri. R C PATNEY	UPPER DIVISION CLERK	11018
95	Shri. P D DOGRA	UPPER DIVISION CLERK	10228
96	Shri. D K KHANNA	UPPER DIVISION CLERK	12748
97	Shri. SHUBH KUMAR SHARMA	UPPER DIVISION CLERK	10491
98	Smt. VIDYA GUPTA	UPPER DIVISION CLERK	13741
99	Shri. C L MAKKAR	UPPER DIVISION CLERK	13741
100	Shri. P SENGUPTA	UPPER DIVISION CLERK	11866
101	Shri. R N HALDER	UPPER DIVISION CLERK	13124
102	Shri. A C BISWAS	UPPER DIVISION CLERK	13124
103	Miss. ELBINAMMA P P	UPPER DIVISION CLERK	9351
104	Smt. BHARATI SONI	UPPER DIVISION CLERK	9702
105	Shri. M N MANDAL	UPPER DIVISION CLERK	13124
106	Shri. VED RATTAN	UPPER DIVISION CLERK	9451
107	Shri. PRAKASH CHAND	UPPER DIVISION CLERK	11500
108	Smt. RITA BATRA	UPPER DIVISION CLERK	11425
109	Smt. NEELAM BASSI	UPPER DIVISION CLERK	11205
110	Smt. NIRMAL BHANDARI	UPPER DIVISION CLERK	11205
111	Smt. RAJNI LINJHARA	UPPER DIVISION CLERK	11205
112	Smt. MALA CHHABRA	UPPER DIVISION CLERK	11205
113	Shri. YOGESH KUMAR	UPPER DIVISION CLERK	11205
114	Shri. RAMESH CHAND MEENA	UPPER DIVISION CLERK	7871
115	Smt. BIMLA MEHNDIRATTA	UPPER DIVISION CLERK	9882
116	Shri. LAMTINLIEN GANGTE	UPPER DIVISION CLERK	9661
117	Shri. SON PAL	UPPER DIVISION CLERK	11544
118	Smt. RAJBALA BHARDWAJ	UPPER DIVISION CLERK	11205
119	Shri. PREM KUMAR NEGI	UPPER DIVISION CLERK	9441
120	Shri. N VENKATESWARLU	UPPER DIVISION CLERK	7495
121	Shri. SUNIL KUMAR	LOWER DIVISION CLERK	8184
122	Shri. DESH PAL DHAWAN	LOWER DIVISION CLERK	9982
123	Shri. SANJEEV KUMAR	LOWER DIVISION CLERK	8184
124	Shri. ARVIND SINGH BHANDARI	LOWER DIVISION CLERK	6575
125	Shri. AVADHESH	LOWER DIVISION CLERK	6575
126	Shri. AJAY KUMAR	LOWER DIVISION CLERK	8184
127	Smt. POOJA GUPTA	LOWER DIVISION CLERK	7852
128	Shri. RAJESH KUMAR SHARMA	LOWER DIVISION CLERK	6311
129	Smt. PREM LATA	LOWER DIVISION CLERK	7852
130	Shri. RAKESH	LOWER DIVISION CLERK	6311
131	Shri. JASVINDER SINGH	LOWER DIVISION CLERK	9220
132	Shri. HIMANSHU	LOWER DIVISION CLERK	6311
133	Smt. PRITY GUPTA	LOWER DIVISION CLERK	7852
134	Smt. SARITA KAPOOR	LOWER DIVISION CLERK	7852
135	Shri. DEEPAK KUMAR	LOWER DIVISION CLERK	7852
136	Shri. AMIT GARG	LOWER DIVISION CLERK	6311
137	Shri. ROOP SINGH	LOWER DIVISION CLERK	7771
138	Shri. RAJ KUMAR	LOWER DIVISION CLERK	6048
139	Shri. PARAG ROHTAGI	LOWER DIVISION CLERK	7852

140	Shri. RAJENDRA SINGH MADHWAL	LOWER DIVISION CLERK	6386
141	Shri. MANOJ KUMAR	LOWER DIVISION CLERK	7356
142	Shri. RANBIR SINGH	LOWER DIVISION CLERK	7473
143	Shri. RAJESH PRASAD	LOWER DIVISION CLERK	7356
144	Shri. INDER PAL SINGH	LOWER DIVISION CLERK	7952
145	Shri. MANOJ KUMAR SINGH	LOWER DIVISION CLERK	7852
146	Shri. NARESH KUMAR	LOWER DIVISION CLERK	5728
147	Shri. MANOJ KUMAR SINHA	LOWER DIVISION CLERK	6575
148	Shri. SUNIT KUMAR JAIN	LOWER DIVISION CLERK	6411
149	Shri. DEEPAK SHARMA	LOWER DIVISION CLERK	6311
150	Shri. ARUN TIWARI	LOWER DIVISION CLERK	7687
151	Shri. AJAY BAJAJ	LOWER DIVISION CLERK	9661
152	Shri. BABU LAL NIRWAN	LOWER DIVISION CLERK	8679
153	Shri. PREM CHAND	LOWER DIVISION CLERK	7026
154	Shri. RAM BABU	LOWER DIVISION CLERK	6838
155	Shri. PRAKASH SINGH RAWAT	LOWER DIVISION CLERK	6838
156	Shri. PURUSHOTAM	LOWER DIVISION CLERK	8349
157	Shri. BHUPENDER KUMAR SHARMA	LOWER DIVISION CLERK	8349
158	Shri. MANISH SABHARWAL	LOWER DIVISION CLERK	8514
159	Shri. DHEERAJ SINGH	LOWER DIVISION CLERK	5916
160	Shri. CHANDER PAL JEENWAL	LOWER DIVISION CLERK	5916
161	Shri. ASHOK KUMAR	LOWER DIVISION CLERK	6706
162	Shri. RUKUM PAL	LOWER DIVISION CLERK	6575
163	Shri. SURESH RAM	LOWER DIVISION CLERK	6838
164	Shri. BENU RAM GOND	LOWER DIVISION CLERK	8078
165	Shri. SUBHASH CHAND	DRIVER	9445
166	Shri. MUKESH KUMAR	DRIVER	9471
167	Shri. HARISH CHANDER	DRIVER	6665
168	Shri. DEVENDER SINGH NEGI	CHOWKIDAR	6385
169	Shri. VINOD KUMAR	CHOWKIDAR	6613
170	Shri. MAHAK SINGH PANWAR	CHOWKIDAR	6958
171	Shri. SATYAVEER SINGH	DAFTARY	7131
172	Shri. RAM SINGH	DAFTARY	9305
173	Shri. PYARE LAL	DAFTARY	7626
174	Shri. BACHAN SINGH	DAFTARY	7656
175	Shri. RAJ SINGH	DAFTARY	9345
176	Shri. SHER SINGH	DAFTARY	6713
177	Shri. B S NEGI	DAFTARY	7494
178	Shri. SUKH NANDAN GONSAI	DAFTARY	7322
179	Shri. KANWAR SINGH	FARASH	8136
180	Shri. BHAGWAN KISHAN	KHALLASI	7494
181	Shri. BHURE LAL	KHALLASI	8004
182	Shri. PARMANAND MAHTO	KHALLASI	6934
183	Smt. KELA DEVI	KHALLASI	8875
184	Shri. JAI PRAKASH	KHALLASI	6791
185	Shri. FAQIR CHAND	KHALLASI	6490
186	Shri. MOHAN SINGH	KHALLASI	6367

187	Smt. MOHINDER KAUR	KHALLASI	6367	
188	Smt. MOHINI BAI	KHALLASI	7915	
189	Shri. DHARAMBIR SINGH	KHALLASI	7915	
190	Shri. PRITHVI RAJ	KHALLASI	6367	
191	Shri. Y DURGAPARSAD RAO	KHALLASI	6422	
192	Shri. AYODHYA SHAH	KHALLASI	7761	
193	Shri. BAIJ NATH	KHALLASI	7761	
194	Shri. GIRI RAJ	KHALLASI	6244	
195	Shri. RAM AVTAR	PEON	8875	
196	Shri. RAJ KUMAR	PEON	5134	
197	Shri. RAGHUBIR SINGH	PEON	7915	
198	Smt. RAM RATI	PEON	7915	
199	Shri. PARSU RAM THAKUR	PEON	6244	
200	Shri. TRILOK	PEON	5029	
201	Shri. RAJINDER KUMAR SHARMA	PEON	6817	
202	Shri. SANJEEV KUMAR	PEON	7121	
203	Smt. POONAM KAPOOR	PEON	5345	
204	Shri. RAM PRAKASH	PEON	6543	
205	Shri. KAILASH	PEON	6315	
206	Shri. MAHESH KUMAR	PEON	7881	
207	Shri. KISHAN	SWEEPER	9305	
208	Shri. VIJAY PAL	SWEEPER	7254	

**BUDGET ALLOCATION FOR THE OFFICE OF LAND AND  
DEVELOPMENT OFFICE FOR 2005-06 AND PROPOSED  
EXPENDITURE AND REPORTS ON DISBURSEMENT MADE**

**The Budget allocated to the L&DO and the particulars of expenditure/disbursement made during the year 2005-06**

Head	Actual 2004-05	BE 2005-06	Actual Exp. Upto Aug-05	RE 2005- 06 (PLAN)	RE 2005-06 (NON-PLAN)
SALARY	2,88,49,779	3,41,80,000	1,35,32,593	NIL	3,41,80,000
OFFICE EXPENSES	29,84,454	35,00,000	6,59,365	NIL	35,00,000
OTHER CHARGES	9,86,765	15,00,000	7,60,783	NIL	15,00,000
PROF. & SPL SERVICES	5,99,584	4,00,000	1,27,420	NIL	4,00,000
OVERTIME ALLOW.	2,92,401	60,000	28,415	NIL	60,000
TRAVEL EXP.	53,915	1,50,000	31,839	NIL	1,50,000
MEDICAL		20,00,000	4,10,453	NIL	20,00,000
WAGES	NIL	2,50,000	NIL	NIL	2,50,000
TOTAL		4,21,00,000	1,51,40,415	NIL	4,21,00,000

**PARTICULARS OF RECIPIENTS OF CONCESSIONS,  
PERMITS OR AUTHORIZATIONS GRANTED BY IT**

**Particulars of recipients of concessions, permits or authorizations granted by it**

The details of allotments made to various charitable institutions given on official website <http://ldo.nic.in>.

**DETAILS IN RESPECT OF THE INFORMATION AVAILABLE  
OR HELD BY IT REDUCED IN AN ELECTRONIC FORM**

**The particulars of facilities available to or held by it reduced in an electronic form;**

<b>Online of the Land &amp; Development office</b>
<b>Major Activities of the Office</b>
<b>Citizens Charter</b>
<b>Administrative Setup</b>
<b>Office Manual</b>
<b>e-forms</b>
<b>Check Lists relating to processing of various applications</b>
<b>Office Orders issued from time to time</b>
<b>Land rates from 1966 to the present</b>
<b>Land allotments made to Socio-cultural, religious and educational institutions</b>
<b>Annual Report of the L&amp;DO</b>
<b>Leasehold into freehold Scheme</b>
<b>Online Status of applications for conversion, mutation, etc.</b>

**THE PARTICULARS OF FACILITIES AVAILABLE TO  
CITIZENS FOR OBTAINING INFORMATION INCLUDING THE  
WORKING HOURS OF LIBRARY OR READING ROOM, IF  
MAINTAINED FOR PUBLIC USE**

**The particulars of facilities available to citizens for obtaining information including the working hours of library or reading room, if maintained for public use.**

- (1) Detailed information on major activities of the office, administrative setup, procedure followed in processing requests for various kinds of permissions/applications, etc. have been provided in the website <http://ldo.nic.in>.
- (2) Touch Screen Kiosk is available at the Facilitation Centre and online status of the applications and various information are available on the website <http://ldo.nic.in>.
- (3) Public Relation Officer can be contacted over telephone No.23061448 during working hours (9.30 AM to 6.00 PM).
- (4) Public can meet the Land and Development Officer, Dy. Land and Development Officers, PRO and other officers between 2.00 PM to 4.00 PM on all working Wednesdays.
- (5) General information and various forms and applications can be obtained from the Information Facilitation Centre near Gate No.4, Nirman Bhawan between 9.30 AM and 6.00 PM on all working days.

**NAMES, DESIGNATIONS AND OTHER PARTICULARS OF  
THE PUBLIC INFORMATION OFFICERS**

No.24(642)2005-CDN 1577  
Government of India  
Ministry of Urban Development  
Land & Development Office

DATE D.: 23<sup>rd</sup> August, 2005

**ORDER**

Subject: Designating Officers under the Right to Information Act - Reg.

The following officers of the Land and Development Office are designated as the Central Public Information Officers in respect of the respective sections allocated to them, in accordance with the provisions contained under Section 5(1) of the Right to information Act, 2005:-

S. No.	Name & Designation	Room No. in Nirman Bhawan & Telephone Nos.	Sections
(1).	Shri Satyajit Mishra, Deputy Land & Development Officer	627 A Wing 23063613	Matters relating to Administration & Lease Sections (L-II-A, L-II-B & L-V)
(2).	Shri S. K. Jain, Executive Engineer	612 A Wing 23061390	Enforcement Section, Technical Section & Property Section-IV (relating to markets)
(3).	Shri V. Sreekumar, Public Relations Officer	642 A Wing 23061448	General policy matters and rehabilitation property sections with P.S. No. I, II & III
(4).	Shri Vijay Tehlan, Vigilance-cum-Legal Officer	628 A Wing 23063613	Lease section I, III (Temporary Allotments) & IV and residuary matters

2. The sections mentioned in column No.4 above are liable to be changed as and when the works are re-allocated.

This issues with the approval of the Competent Authority.

*Satyajit Mishra*  
(Satyajit Mishra)

Deputy Land & Development Officer

To

- (1) The Notice Board
- (2) Information Facilitation Centre, L&DO
- (3) NIC – For uploading in the web-site of L&DO
- (4) Ministry of Urban Development (DS/Admn)
- (5) All Officers and Sections of the L&DO

Government of India  
Ministry of Urban Development  
Land & Development Office  
Nirman Bhawan New Delhi.

No. 24(642)/2005-CDN/ 647

Dated: 8-9/05

**ORDER**

Sub: Designating Officers under the Right to Information Act—Reg.

The following officers of the Land & Development Office are designated as the Central Assistant Public Information Officers in respect of the respective sections allocated to them, in accordance with the provisions contained under Section 5 (2) of the Right to Information Act, 2005:-

S.No.	Name & designation	Room No. in Nirman Bhawan and Telephone Nos.	Localities/details of work allocated
1.	Sh.P.M. Madhavan, Section Officer	636-A-Wing 23220174 Extn. 2935	Establishment and Administration.
2.	Sh. Ramji Lal, Supdt.	637-A-Wing 230220174 Extn. 2914	Tees January Marg, Connaught Place, Barakhamba Rd., Hailey Rd, Hanuman Rd., Jain Mandir Road, Janpath, Jantar Mantar, Road, Punchkuian Road, Pritiviraj Road, Ratendon Road, Baird Road, Church Road, Tuglak Road, Pahar Ganj, Curzon Road, Tolstoy Marg, Ferozshah Rd, Parliament Street, Factory Road, Connaught circus, Aurangzeb Road, Akbar Road, Man Singh Road.
3.	Sh. G. S. Rawat, Supdt.	637-A-Wing 23022174 Extn. 2914	Allotment to all Central Govt. Departments, PSUs, Trusts, Wakf Board, Embassies, Emporium Plots, State Guest Houses, Central Govt. land outside Delhi, Salt Pan Land in Mumbai.
4.	Shri Tej Ram, Supdt.	638-A-Wing 23022174 Extn. 2938	Allotment of land to Socio-cultural Institutions, Press and Private Hospitals, Cinemas, Clubs.
5.	Smt. Rama Chhabra, Supdt.	605-A-Wing 23022174 Extn. 2915	Temporary allotments, allotment of Hotel Sites, Petrol Pumps, CNGs stations, Taxi stand, Fuel Depots/Mother Dairy/Milk Booths, DDA transferred sites, Cadgil Assurance beneficiaries.

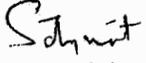
6.	Shri B.N. Manjhi, Supdt.	640-A-Wing 23022174 Extn. 2936	Bengali Mkt. (Babar Road, Babar Lane, Todarmal Road, Central Lane, Tansen Marg), Diplomatic Enclave, Golf Links, Jorbagh, Sunder Nagar Colony, Abul Fazal Marg, Rajdoot Marg, Kautilya Marg, Panchsheel Marg, Nayay Marg.
7.	Shri Gautam Sah, Supdt.	605-A-Wing 23022174 Extn. 3152	Allotment of land to Schools, Colleges, religious institutions, NDMC and MCD, Delhi Jal Board, Delhi Vidyut Board.
8.	Shri Vir Sen Singh, Supdt.	640-A-Wing 23022174 Extn. 2936	Ali Ganj, Andha Mughal, Bharat Nagar, Gulabi Bagh, Gur-Ki-Mandi, Indira Nagar, Industrial Area, Jangpura, Kalkaji 'A' Block, Nizauddin, West Patel Nagar(D/S), B.S.A. (D/S), Lajpat Nagar-IV (D/S), Moti Nagar (D/S), Nicholson Road, Ramesh Nagar, Rameshwari Nehru Nagar, Sewa Nagar, Sarai Rohilla, Tilak Nagar, Malkaganj (D/S), Motia Khan and 'C' Type Tenements.
9.	Smt. Santosh Sethi, Supdt.	639-A-Wing 23022174 Extn. 2913	Amar Colony, Cottage Plot, C.R. Park, Dayanand Colony, Edward Lane, Hakikat Nagar, Jheel Kurenja (Block 1-17), Lajpat Nagar (I,II,III, IV, Bunglow Plot), Moti Nagar, Narela, New Qutub Road, Teliwara, Timarpur, Vinobapuri, Old and New Rajinder Nagar, Vikram Vihar.
10.	Shri S.S. Mahato, Supdt.	639-A-Wing 23022174 Extn. 2913	Defence Colony (Block A to E), East Patel Nagar, Kalkaji, Malkaganj, Malviya Nagar, Old Rohtak Road, Roshnara Road, South Patel Nagar, Tihar-II, Vijay Nagar, West Patel Nagar (Block 1 to 42, shops, Bunglow plots, cottage and Flats)
11.	Shri J.P. Toora, Supdt.	638-A-Wing 23022174 Extn. 2937	Azad Market, Ansari Market, Bhagat Singh Market, Babu Market, Central Mkt., D.B. Gupta Mkt., Gaffar Mkt., Gokhale Markt, Hathi Khanna Market, Kamla Market, Kasturba Nagar Mkt., Khanna Mkt., Khan Market, Khurshid Mkt., Krishna Mkt., Lehna Mkt., Indira Mkt., I.N.A. Mkt., M.B. Mkt., Mehar Chand Mkt., Mirdard Road Mkt., New Central Mkt., Police File, P.G. Mkt., Pushpa Mkt., Rani Jhansi Mkt., R.K. Puram Mkt., Sarojini Nagar Mkt., Sadiq Nagar Mkt., Aliganj Mkt., Mohan Singh Mkt., NDMC, C.R. Park Mkt. 1 & 2, Baired Road Mkt. Babu Market and General policy and Parliament matters and other residuary matters (Admn.)

12.	Smt. Vimla Sharma, Supdt.	619-A-Wing 23022174 Extn. 2931	Removal of encroachment from Central Government land.
13.	Shri S.K. Sharma, Supdt.	609-A-Wing 23022174 Extn. 2929	All matters pertaining to Technical Section and Drawing Branch.

2. The Sections mentioned in column No. 4 above are liable to be changed as and when the works are re-allocated.

3. The Officers shall receive the applications for information or appeals under the Right to Information Act and forward the same forthwith to the designated Central Public Information Officer incharge of the area along with the relevant records and also give necessary assistance to the Central Public Information Officer/Appellate Authority/Central Information Commission for discharging their duties.

This issues with the approval of the Competent Authority.

  
 D/C (Satyajit Mishra)  
 Deputy Land & Development Officer

- To
- ✓ 1. The Notice Board
  2. Information Facilitation Centre, L&DO
  3. NIC—For uploading in the web-site of L&DO 27/9/2005
  4. Ministry of Urban Development (DS/Admn) 27/9/05
  5. All Officers and Sections of the L&DO

**SUCH OTHER INFORMATION AS MAY BE PRESCRIBED**

**Such other information as may be prescribed;**

The detailed procedures for processing of various applications and functions of the office are given in the compendium and are also available on L&DO's Website <http://ldo.nic.in>