



निदेशक (पणाली) वि.वि.प्रा.
हायरी नं. 5786-
दिनांक 13.12.19.

**DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LAND BRANCH**

No.F.100(11)2014/Pt.II/CL/Delhi Apartment Act/11149

Dated: 13.12.19

To,

The Resident Welfare Association/ Lessee (ex-lessee)/
Promoter/Builder.

Sub:- Execution of Deed of Apartment - as per judgment/direction of Hon'ble High Court of Delhi in case of O.S. Bajpai V/S The Administrator (Lt. Governor of Delhi) in WP(C) No.1959/2007, dated 28.5.2010 and modified order dated 13.7.2012.

Sir,

In pursuance to the judgment passed by the Hon'ble High Court of Delhi in the matter of WP (C) No.1959/2007 — O.S. Bajpai V/S The Administrator (Lt. Governor of Delhi) & subsequent modified order dated 13.7.2012, it has been decided with the approval of the Central Govt. (Ministry of HUA) vide its letter dated 15.10.2019 that DDA shall also to implement Hon'ble High Court judgments and execute deed of apartments or converting unit/s freehold in favour of Space Buyers/Apartment Owners on the line of guidelines/modalities issued/prescribed by L&DO vide their letter dated 16.9.2016 and 24.11.2016. Deed of Apartment (or conversion of units as free hold) will be done in respect of multi-storied buildings on the land leased by DDA and constructed with its approval subject to fulfillment of the following conditions:-

- (i) The Deed of Apartment will be executed only after realization of pro-rata charges in respect of each flat/apartment/commercial unit in the building.
- (ii) In case of re-entered properties, DDA in the first instance, will notify the charges/penalties for withdrawal of re-entry to all the flat/apartment/commercial unit owners and based on the calculation of the outstanding charges/penalties for the entire building, it will be open to individual flat/apartment owner to pay the same towards their respective flat/apartment on pro-rata basis upon which the re-entry will be withdrawn with the approval of Vice Chairman, DDA in respect of the flat/apartment and the Deed of Apartment will be executed, subject to the completion of other formalities as the case may be.
- (iii) Where the multi-storied building is constructed on a plot which was transferred on leasehold tenure, the flat/apartment space/unit owners will also be considered as "lessee" in respect of their individual unit and will be governed as per the original set of lease administration/office orders apart from such other terms and conditions, which may have been communicated to the original lessee till the completion of construction of multi-storied buildings which has since been erected on such plot on question.

(iv) In case the recorded lessee opts to approach DDA for conversion of entire building along with land underneath from leasehold to freehold at any later point of time, the same will be allowed only after recovery of all government dues as applicable in such cases. The conversion of property into freehold will be carried out in the name of recorded lessee subject to the condition that he will transfer the freehold rights of the apartment to the individual apartment owners along with the pro-rata rights in land underneath of the building. For this purpose the lessee will be required to furnish an undertaking to this effect with DDA before issue of Conveyance Deed by this office.

(v) In the event where the lessee/builder/promoter/developer is not available or not coming forward to get the allotted land converted into freehold or to execute Deed of Apartment in favor of individual flat/apartment owners, then individual flat/ apartment owner may directly approach the DDA for execution of the Deed of Apartment and also for conversion of his individual unit into freehold at a later stage.

(vi) In the event where the lessee/the builder/promoter/developer is not available and where the lessee/builder/promoter/ developer are not coming forward to get the allotted land converted into freehold, then the apartment owners may approach to the Competent Authority for execution of deed of apartment/ Conveyance Deed, as the case may be.

(vii) The applicant is also required to give undertaking to the effect that:-

(a) he/she will pay the updated dues in respect of their shop/unit/flat/apartment including pro-rata charges for the common area as and when demanded by DDA.

(b) he/she is aware that the govt. dues being paid are on pre-revised land rates, which may be revised with retrospective effect, hence he/she undertake that he/she will be pay the difference of charges so arise after revision of land rates.

(c) he/she will use the shop/unit/flat/apartment as per the provision of the building bye laws/T&C of perpetual lease/title document (i.e. Builder Buyer Agreement/License Deed/Flat Buyer Agreement etc) and in accordance with the terms and conditions stipulated by the DDA from time to time while granting permission of construction of multi-storied buildings, failing which the lessor has right to re-enter the individual shop/unit/flat/ apartment/space. The Performa of undertaking is attached as **Annexure-I**.

(viii) The applicant i.e. shop/unit/flat/apartment owner is required to furnish an affidavit sworn before First Class Magistrate as per **Annexure-II**.

(ix) That the applicant while applying for Deed of Apartment will furnish the address and other details of the Lessee Builder Promoter/ Developer to enable Delhi Development Authority for the purpose of sending mandatory notice to them and ask to be present for signing tripartite Deed of Apartment. The applicant will be first Party, Lessee/Promoter/Builder/Developer will Second Party and DDA will be the Third Party to this Deed of Apartment.

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

2. The Apartment purchaser or owner is required to apply for execution of Deed of Apartment/flat/space/unit in the prescribed performa giving detailed information as sought and also affix attested recent passport size photograph on application form. A attested copy of latest Identification proof and address may also be attached along-with the application form. A copy of the prescribed performa is attached as **Annexure-III**. The Format for execution of Deed of Apartment has been uploaded in the DDA website.

Yours faithfully,

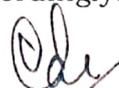
Annexure :- As stated above.

(R. S. Chahar)
Director (CL)

Copy to:-

1. FM, DDA
2. EM, DDA
3. PC(LD), DDA
4. PC(Hort.), DDA
5. PC(Housing), DDA
6. PS to VC, DDA
7. M.K. Sharma, Under Secretary, Ministry of HUA, Government of India, Nirman Bhawan, New Delhi-110011.
8. Director (System); with the request to upload the letter on DDA's website and also prepare online application form portal as per Annexure -III at the earliest so that applicant can apply accordingly.

✓ 1. Sh. Nitin Joshi (DDA) for uploading
2. Sh. Suresh for preparing online application form etc.


Director (CL)

13/12/19

SP

ANNEXURE-I

UNDERTAKING BY THE APARTMENT OWNER ON RS 10/-
(NON JUDICIAL STAMP PAPER)

That I, _____ S/o/W/o/D/o _____
R/o _____ New Delhi and is the owner of the
Flat/Space/Unit/Shop No. (name of building/Tower) _____
New Delhi, hereby undertake as under:-

(a) That the executant will pay the updated dues in respect of
Flat/Space/Unit/Shop No. _____ (name of building), _____
New Delhi including pro-rata charges for the common areas as and
when demanded by DDA.

b) That executant is aware that the govt. dues earlier paid
are on pre-revised land rates. which are under revision. hence.
the executant undertake that he/she will be pay the difference
of charges so arise after revision of and rates w.e.f. _____

c) The executant further undertake that he/she will use the
apartment as per the provision of the building bye laws / T&C of
perpetual lease/licence deed and in accordance with term and
conditions stipulated by the DDA from time to time while
granting permission of construction of multi-storied buildings,
failing which the lessor has right to re-enter the individual
flat/apartment/shop/space/unit of the building.

Place:-

Date:-

WITNESSES:

1.

2.

EXECUTANT

ANNEXURE-11

AFFIDAVIT TO BE SWORN ON RS.10/- NON JUDICIAL STAMP PAPER AND
DULY ATTESTED BY FIRST CLASS MAGISTRATE)

That I, _____ S/o/W/o/D/o _____
R/o _____ and is the owner
of the Flat/Space/Unit/Shop No. _____ (name of building
/ Tower) _____, New Delhi. (address of building)
hereby declare as under:-

(i) That the Deponent is in occupation of above said
flat/shop/space/unit at _____ (name and address of
building) lawfully and as on date no dispute regarding title of
property or other is pending with respect to the said apartment
and the same is free from all encumbrances.

(ii) This is in respect of my application to the Delhi
Development Authority.

(iii) I hereby state on oath that the information given by me in
application and this affidavit is true and correct to the best
of my knowledge. I also understand the Deed of Apartment. I will
obtain, is liable to be withdrawn and cancelled by DDA at any
time if it is found that the information furnished by me is
false wholly or partly, the deed is liable to be cancelled or
withdrawn by DDA immediately.

Place:-

Date:-

DEPONENT

Verification :-

Verified on the day _____ at Delhi that the contents of the
above affidavit are true and correct to the best of knowledge
and belief and nothing is believed to be untrue.

DEPONENT

Modalities for processing the cases of space buyer applied online for execution of apartment deed or/and freehold (Conveyance Deed).

1. The online application will be scrutinized by the concerned dealing assistant to see whether the applicant has enclosed all requisite documents or not.
2. If the documents are not complete or not legible, concerned dealing assistant will process the case for issuance of deficiency letter giving 15 days time to complete the deficiencies.
3. In case the documents are complete a notice will be issued to the builder giving him 30 days time to issue NOC in favour of the applicant or objection if any.
4. In case nothing is heard from the builder, the applicant will be requested to appear before Lease Administrative Officer (LAO) along with the original documents for their verification/genuineness.
5. In case nothing is heard from the builder, the case will be forwarded to Finance Department for working out outstanding dues in respect of the entire building and proportionate dues to be levied on the applicant.
6. On receipt of dues report, the dues will be communicated to the applicant to deposit within 10 days.
7. On receipt of communication from the applicant regarding deposit of the dues confirmation / no dues report will be sought from Finance Department.
8. After clearance from the Finance Department, the case will be put up to the Competent Authority i.e. Director (CL) for approval.
9. After the approval, Apartment Deed / Conveyance Deed, as the case may be will be done by the Lease Administrative Officer (LAO).



Delhi Development Authority
Application for execution of Deed of Apartments by DDA Office

1. File No.	
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Uplòad Photographs

2. Present Owner/s Details*			
Name of Company/Firm (if applicable)			
Name (individual/authorised signatory)	First	Middle	Surname
Father's / Husband's Name (in case of individual)	First	Middle	Surname
Gender (in case of individual)			
Address	Plot / Flat / House No.		District
	Town / Village / Colony / Street Name		State
Mobile No.			
Email ID (if any)			
Aadhar No. (in case of Individual)			Upload
PAN No.			Upload
If Company, ROC Reg. No.			Upload

+ Add more owners, If joint ownership

3. Details of previous owners:

First Owner's Name	address	Father's Name (in case of individual)	Date of purchase
+ Add subsequent owners if required.			

Sr. No.	Property Identification Details	Enter the Property detail/address for which the deed of apartment is being sought. Enter the Name of your Colony in Address column.	
4	Name of the Building		
5	Name of the lessee or Builder or Promoter from whom the apartment/shop/ space/unit purchased /agree to purchase		
6	Present address of the lessee /Builder /Promoter Purchased /agreed to purchase.	Plot / Flat /House No.	District
		Town / Village / Colony / Street Name	State
7	Plot No.		
8	Total Plot Area leased by DDA in Sq. Mts.		
9	No. of Floors in the Building		
10	Space/ Unit No.		
11	Address	Plot / Flat / House No.	District
		Town / Village / Colony / Street Name	State
12	Total Super area of apartment/space/ unit/shop Area in Sq. Mts. as per Agreement to Sell		
13	Total No. of commercial units/space/shop/apartment		
14	Total consideration paid towards purchase of the unit/space/apartment (as mentioned in Agmt. to Sell / Sale Deed)		

Nature of document establishing ownership of applicant over the property	GPA & Agreement to Sell	<input type="checkbox"/>
	Apartment Deed executed by builder	<input type="checkbox"/>
	Sale Deed	<input type="checkbox"/>

16	Whether Agreement to Sell & GPA is executed after 24.09.2001?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17	If yes, whether GPA/ATS are registered with Sub-Registrar, GNCTD concerned?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18	If No, has the applicant has to get both the document compounded and vacated by Collector Of Stamps' GNCTD?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19	Boundaries of the Unit/Space	North : _____ South : _____ East : _____ West : _____	
20	<u>Litigation Status:</u> Whether title of the space /Land/property title or any other litigation is pending?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
21	Is the property mortgaged?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, whom Name & Adress of the Bank /	Name _____	

Financial Institution?	Address _____
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22	Is the Building Plan Sanctioned?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, who is sanctioning Authority?		
23	Has completion certificate been received from the concerned Authority?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, who is the Authority concerned?		

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

24. Upload documents:

a). Proof of Physical Possession:	Water Bill/ Electricity Bill / Telephone Bill	<input type="button" value="Upload"/>
b). Affidavit as per Specimen.		<input type="button" value="Upload"/>
c). Undertaking as per Specimen:		<input type="button" value="Upload"/>
d). Indemnity Bond from the Space Buyer as per specimen.		<input type="button" value="Upload"/>
e). Three specimen signatures and one photograph of space buyer(duly attested		<input type="button" value="Upload"/>
f). Copy of Agreement to Sell with complete linkage/chain.:		<input type="button" value="Upload"/>
g). Copy of GPA with complete linkage/chain.:		<input type="button" value="Upload"/>
h). Consideration receipt.:		<input type="button" value="Upload"/>
i). NOC from mortgagee (if the property is mortgaged):		<input type="button" value="Upload"/>
j). Certified copy of Sanctioned Building Plan:		<input type="button" value="Upload"/>
k.) Completion Certificate of the Building		<input type="button" value="Upload"/>

5. Declaration:

- It is certified that the particulars filled in this form are true and correct to the best of my knowledge and I am authorized to sign this form. I am aware of legal consequences of wilful suppression and submission of false and incorrect particulars.
- I understand that any of the information supplied by me if found incorrect, my application shall be rejected.
- I understand that any email sent to me on the ID provided by me shall be deemed service of notice to me.
- I undertake that I possess certified copy of Sanctioned Building Plan from concerned agency, which will be shown to Lease Administrative Officer along with the all other original documents as and when desired by him/her.
- I undertake that I possess all original documents related to above said property and will be produced before Lease Administrative Officer as desired by him/her and at the time of execution of Deed. If I unable to produce any original documents my application is liable to be rejected.
- I undertake that promoter/builder has not executed the deed of apartment in favour of either of the aforesaid previous owners of the aforesaid apartment as per the orders of the Hon'ble Delhi High Court dated 28.05.2010 in WPC N.1959/2007 titled O.S. Bajpai Vs Administrator (Lt. Governor & Ors.). Copies of letter addressed to promoter/builder for execution of deed of apartment are enclosed as **Annexure-A**.
- I undertake that the aforesaid order of the Hon'ble Delhi High Court, all the nodal officers appointed under the Delhi Apartment Ownership Act, 1986 have been authorized to execute the deed of apartment as required under the law, in case of failure of promoter to execute the same.
- I undertake to pay all the legal dues payable for execution of the deed of apartment in my favour.

SUBMIT

Enter OTP

Print Application Form

Name _____

Date: _____

Signature: _____

**Deed of Apartment in respect of Apartments Constructed on Land Leased
out by Delhi Development Authority**

THIS INDENTURE is made at DELHI on this.....Day of 20 BY
and amongst

THE LESSOR, The President of India through Lease Administration Officer in
the DDA who manages the affairs of land belonging to DDA hereinafter called
the Party No.1.

&

S/Shri Or M/S.....herein after called as the
LESSEE/PROMOTER/ DEVELOPER/ BUILDER.....Party No.2

&

Sh.....hereinafter called as the flat BUYER/OWNER or Party
No. 3.

WHEREAS the Party No.1 has granted a lease hold right /free hold rights
(whichever is applicable) to the Lessee on land situated at Plot No.....Block
No..... admeasuring..... (Description of land on which the building
and the common areas and facilities are located; is mentioned in Lease Deed)
vide Perpetual Lease Deed dated..... which is duly registered as document
No..... Vol. No..... Book No..... at page No..... to.....

WHEREAS the Party No.2 has constructed on the land described above a
building known as.....(here enter the name of the
building), according to the plans attached hereto as Annexure 'A' which were
approved by the.....(here insert name of the urban local body)
on the day of 20..... and which are made a
part thereof.

WHEREAS the said building consists of basement, a ground
floor and (To be filled in) upper floors The ground floor
may be used for convenience Store/parking/ or any other common purposes.
(according to the Plan). Property consist oftowers.

WHEREAS the ground and upper floors consist of individual apartments
shall be exclusively used for commercial/residential purposes (*can be modified
accordingly whether used for commercial/residential, common
convenience/common services for the resident's' of the building etc.*). The floor
Nos. 1 and above are capable of individual utilization on account of having
their Own exit to a common area and facility of the building, and the
apartments have been sold to one or more owners each owner obtaining a
particular and exclusive property right thereto and each apartment

constituting a heritable and transferrable, immovable property within the meaning of any law for the time being in force in the Union Territory of Delhi.

WHEREAS the aforesaid building has a total built up area of sq.m. of whichsq.m. constitute as commercial/residential area and the rest area constitute as common areas and facilities.

WHEREAS, all the Apartments shall be exclusively used for Flats, Commercial/Residential office purposes etc. Each purchaser has obtained a particular and exclusive property right thereto and also an undivided interest in the general and or restricted common areas and facilities of the property.

WHEREAS the apartments and common areas and facilities of the building will be as follows:-

1. Apartments

There are.....apartments. These apartments are numbered on each floor of the tower. The apartment is described herein below. The measures of an apartment include all the outside walls and one-half of the block partition but exclude load bearing walls.

The Apartment consist of commercial/residential buildings/offices etc.

The boundaries of the building are as follows:

North:

South:

East:

West:

2. Common Areas and facilities:

(a) The parcel of land except the apartment.

(b) Basement/Basements, if any, shown in Annexure A.

(c) The following facilities located in the ground floor of the apartment complex:

(i) Lawn/ Open Space/Path ways/any other area/facility meant for common use.

(ii) Car Parking (Restricted common area)

AND WHEREAS the Party No.2 has sold an apartment having an area of sq.m and having Apartment/unit/space no..... on Floor in the aforesaid building to Shri/Smt..... vide a unit/space Buyer Agreement datedxx,xx,xxxx(date) for Rs..... between Party No.2 & 3.

And whereas parties covenants and agrees that all the apartment owners shall have right of votes etc. and liabilities to rebuild, repair, restore or sell the

property in the event of damage or destruction of all or any part of the property in proportion to their percentage of share.

NOW IS HEREBY AGREED by, and amongst the parties as follows:

- (a) The buyer of the apartment shall have exclusive ownership and possession of the apartment purchased by him by virtue of the above mentioned flat buyer agreement and he shall have title to "proportionate percentage of undivided interest in the common area and facilities.
- (b). That for the purpose of stamp Duty and registration fee to be imposed on the registration of this deed under Indian Stamp Act, the value of the.....(here insert the name of the building) is distributed as follows:
 - (i) Parcel of land described in this deed, hereof is valued at Rs.....
 - (ii) The aforesaid mentioned apartment which has been sold, hereof is valued at Rs.....
 - (iii) The responsibility of payment of stamp duty and Registration fee shall be borne by Party No.3.
- (c). That as long as Party No.3 owns/own one or more apartment, he shall be subject to the provisions of this Deed and Party No.3 covenants to take no action which will adversely affect the rights of the Association of Apartment Owners with respect of assurances against latent in the building or other rights assigned to the Association of Apartment Owners by reason of the establishment of the Condominium.
- (d). That the general and / or restricted common areas-and facilities shall remain undivided and no buyer shall bring any action for partition of division thereof.
- (e). That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the Apartment Owners.
- (f). That the undivided interest in the general and / or restricted common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed conveyed with the apartment even though such interest is not expressly mentioned or describes in the conveyance or other instrument.
- (g). That Party No.3 shall comply with the provision of this Deed, decisions and resolutions of the Association of Apartment Owners or its representative and failure to comply with any such provisions, decisions or resolution shall be grounds for an action to recover sums due, for damages, or injunctive relief by the Association of Apartment Owners.

j). That the dedication of the property to the plan of Association of Apartment Owners herein shall not be revoked, or the property removed from the plan of Apartment Ownership or any of the provisions herein amended unless all of the Apartment Owners and the Mortgagees of all the Mortgages covering the apartment unanimously agree to such revocation or amendment or removal of the property from the plan duly registered instruments:

PROVIDED HOWEVER: That the Other provisions (except paragraph 'e') of this Declaration may be amended but that the Declaration shall always be kept in consistent with the provisions of law by Vote of at least 66-2/3 per cent in number and in common interest of all 'apartment owners cast at a meeting duly held in accordance with the provisions of the bye-laws of the Association of Apartment owners.

(j). That no Apartment Owners /Buyer of an apartment may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his apartment.

(k). That all present or future owner, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and the mere acquisitions or rental of any of the apartments of the building or the Mere act of occupancy of any of the apartments shall signify that the provisions of this Deed are accepted and ratified. The respective apartments shall not be rented or given on lease and license or on caretaker basis by the Apartment Owners thereof for transient or residential purposes.

(l). That, where an apartment is sold by a mortgagee in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such apartment, then neither the mortgagee nor the purchaser, who derives title to the apartment at such sale, or his successors or assigns, shall be liable for assessment by the Association of Apartment Owners which 'become due prior to the acquisition of title by such acquirer, it being understood however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law and that such charge shall be subordinate to such mortgage.

(m). That the property/apartment will remain as lease property and all the terms of the lease will prevail and the Party No.3. will be bound by the terms & conditions of the original lease.

(n). That it is also hereby agreed between the parties that in case of conflict of any terms and conditions of this deed with the terms and conditions of the Lease Deed as aforesaid described, that the said conflict shall be decided by the

LESSOR through Lease Administrative Officer, or by any person duly authorized by him in writing.

(o) That a Notice dated.....has been issued to the Party No.2 to be present for signing this tripartite indenture of Deed of Apartment. However, after expiry of 30 days of notice period, Party No.2 has not turned up for signing and also he has not objected to this indenture in any form. Therefore, the Party No.1 is executing this indenture of Deed of Apartment in Compliance to the Hon'ble Delhi High Court's judgment dated 28.5.2010 and subsequent modified order dated 13.7.2012 in the matter of Writ Petition (C) No.1059/2007 titled as O.S. Bajpai Vs. Administrator of Delhi and Others wherein the Hon'ble High Court directed the DDA to sign as confirming party to this deed between Party No.2 & 3 and also signed on behalf of Party No.2 in case where Party No.2 does not turned up to sign in this Deed of Apartment. (This is not applicable when Party No.2 is present).

IN WITNESS WHEREOF the parties herein below have executed these presents on the day, Month and year first above written.

Signed and delivered for and
On behalf of

.....

(lessee/developer/Promoter/Builder)
(Name & designation with common
Seal in case of Limited Company)

Party No. 2 photograph & Aadhar No.....

Signed and delivered by

.....

(owner/purchaser/buyer)

Party No. 3 Photograph & Adhar No.....

Signed and delivered for and on behalf of Lessor

.....

.....

(Name and Designation)

Party No. 1

Witnesses

1.

2.

Annexure - A