## ITEM NO. 43/2018

No. F.1(27)/2017/SQ/DDA/

Sub: Recovery of damages licence fees for overstayal in DDA staff quarters – Review thereof.

### BACKGROUND:

 Delhi Development Authority has 1920 nos. of staff quarters in various categories (Type-I to Type-VII) in several localities in Delhi for allotment to its staff and officers posted in DDA on deputation. The total number of staff quarters of DDA, category-wise, are as follows:

TYPE	NOS.
1	468
II	699
III	597
IV	105
V	39
VI	10
VII	2
TOTAL:	1920

- 2. The Authority vide its Resolution No. 73/1993 resolved that the rate of licence fees and market rent recovery should also be adopted in DDA at par with the Government of India as a policy. It was also resolved that rates of licence fees fixed from time to time by the Directorate of Estates, Ministry of Urban Development be mutatis mutandis applicable to DDA. Arrears from occupants should be realized in instalments (Annexure- 'A').
- 3. Subsequently, vide another resolution passed vide Agenda Item No. 105/1995 dt. 16.10.1995, the Authority resolved that all existing rules and instructions of the Directorate of Estates, Ministry of Urban Development, on the subject, be deemed to have been adopted in DDA. It was also resolved that in future, all rules and instructions of the Directorate of Estates be made applicable in DDA, mutatis mutandis (Annexure-'B').

- 4. Further, vide Office Order dated 28.06.2010 it was decided that the procedures/rules/regulations/orders of the Directorate of Estates shall be strictly observed and complied with in DDA in all matters of staff quarters with immediate effect mutatis mutandis as directed by the Authority and the Vice Chairman, DDA and no other procedure or policy will be adopted in DDA which is not in strict accordance with the policy/procedures of Directorate of Estates, Govt. of India. (Annexure- 'C').
- 5. As per the rules of the Directorate of Estates adopted by DDA, if an allotment has been cancelled or deemed to have been cancelled and the staff quarter remains or has remained in occupation of the officer to whom it was allotted beyond the permissible period, such officer is liable to pay damages licence fees for occupation beyond the permissible period.
- 6. Further, during the last several years, some senior officers, including IAS officers from AGMUT and other cadres, officers from Govt. of NCT of Delhi, Central Services and State governments who were allotted DDA staff quarters while they were on deputation, did not vacate the DDA staff quarters after repatriation, despite issue of notices.
- 7. A special audit of the Staff Quarter Branch had been conducted during 2013 and the audit party highlighted the huge pending recovery of damages licence fees against several officers who did not vacate the DDA staff quarters after their repatriation from DDA after expiry of the permissible retention period. Former Hon'ble Lt. Governor, Delhi directed to take action as per law against all officers who are in illegal occupation of DDA staff quarters and initiate action not just for penal rent but for immediate vacation. (Annexure- 'D').
- 8. Further, following the directions of former Hon'ble Lt. Governor, Delhi, eviction proceedings were initiated under PP Act for vacation of DDA staff quarters under unauthorised occupation and most of these staff quarters were got vacated. Simultaneously, recovery proceedings under PP Act were also initiated for recovery of damages licence fees by the Estate Officer (Damages), DDA. Some officers deposited the dues in full or in part but others challenged the recovery notices/orders and filed appeals in Distt. Court or Central Administrative Tribunal.
- AGCR office vide letter dated 06.12.2017 has asked for confirmation of pending dues as the matter may be included in a report. Reminder dated 12.01.2018 has also been received in this regard.

- 10. About 20 officers did not vacate DDA staff quarters after their repatriation from DDA. All of them have now vacated the quarters but have not deposited the damages licence fees. Some officers have represented for waiver of damages licence fees. Some others have submitted that in case of posting in Hard Areas, officers are allowed to retain govt. accommodation on payment of licence fees as per rates mentioned in order No.F.13/20/77/Allot/Amendment dated 11.12.1996 issued by the Asstt. Housing Commr. (Allot.), Land & Building Deptt., Govt. of Delhi (Annexure- 'E'). According to this order, AGMU cadre officers posted to Arunachal Pradesh, Andaman and Nicobar Island, Mizoram, Lakshadweep may be allowed to retain accommodation in Delhi on payment of 1.5 times of normal licence fees. AGMU cadre officers posted out station other than these areas, i.e., Goa, Pondicherry, Chandigarh, etc., may be allowed to retain their accommodation on payment of three times the normal licence fees.
- 11. Since the proposal under consideration to resolve these long pending cases was in departure from the rules and regulations of the Directorate of Estates which have been adopted by DDA, comments in the matter were sought from the Directorate of Estates vide letter No.F.1(27)2017/SQ/390 dated 11.5.2018 (Annexure 'F'). In response, the Directorate of Estates, vide letter No.12035/1/2018-Pol.II(Pt.) dated 26.6.2018 (Annexure 'G') has intimated the following:
  - The Directorate of Estates does not issue guidelines for departmental pools and the departments having their own pool may follow the guidelines of the Directorate of Estates, but it is not mandatory. The Competent Authority of DDA may take a decision, as per its rules for the period mentioned in the matter.
  - ii) As per the Central Government General Pool Residential Accommodation Rules (GPRA), 2017, the comments of the Directorate of Estates are as under:
    - a) Prior to the O.M. No.12035/31/96-Pol-II dated 7.9.1998, on concessional retention of GPRA, at the last place of posting in case of the posting to different non-family stations for bonafide use of their family members, the license fee charged from such allottees was 1.5 times of normal license fee.
    - In case of inter-pool exchange the period of overstay is treated as unauthorized occupation and allottee has to pay damages for this period.
  - 12. As per the above mentioned OM No.12035/31/96-Pol.II dated 7.9.1998 of the Directorate of Estates (Annexure 'H'), provisions for retention of General Pool Accommodation are as follows:

- i) Civilian Central Government employees who are posted in the States/ Union Territories of Assam, Meghalaya, Manipur, Nagaland, Tripura, Arunachal Pradesh, Mizoram, Sikkim, Andaman & Nicobar Island and Lakshadweep would be eligible to retain entitled type of accommodation on payment of flat rate/normal licence fee.
- ii) All India Service cadre officers belonging to Assam, Meghalaya, Manipur, Nagaland, Tripura, Arunachal Pradesh, Mizoram and Sikkim who revert to the cadres may be allowed retention of entitled type of accommodation on payment of flat rate/normal licence fee for a period of 3 years in each case, including the concessional period of retention admissible under the rules.
- iii) Officers of AGMU cadre on their deputation to any of the North Eastern States, Sikkim or Union Territories of Andaman & Nicobar Islands and Lakshadweep shall also be allowed retention of staff quarters as mentioned at para (i) above.

13. The difference between the orders dated 11.12.1996 issued by the Delhi Government and orders dated 7.9.1998 of the Directorate of Estates is as under:

S.No.	Orders of Delhi Govt. Dated 11.12.1996	Orders of Directorate of Estates dated 7.9.1998
1.	Officers posted to Arunachal Pradesh, Andaman & Nicobar Islands, Mizoram, Lakshadweep may be allowed to retain accommodation in Delhi on payment of 1.5 times of normal licence fee (without any restriction of three years).	Officers are permitted to retain the entitled type of accommodation on payment of flat rate/normal license fee w.e.f. 16.7.1998 for a period of three years in each case, including the concessional period of retention admissible under the rules.
2.	Officers posted out station other than those mentioned above, viz., Goa, Pondicherry, Chandigarh, etc., may be allowed to retain their accommodation on payment of	Not admissible.

14. Some officers have also requested that since after repatriation from DDA, their parent Departments/Directorate of Estates/ offices where they were then posted, had offered staff quarters to DDA with the request to consider mutual exchange with DDA staff quarters under their occupation, but DDA had not responded timely and rejected the offer belatedly, therefore, the period of retention be regularised on payment of normal licence fees instead of damages licence fees.

### **PROPOSAL**

- 15. In view of the above, since quite a few of the officers who had retained their staff quarters were from AGMU cadre or DANICS, orders of Delhi Government dated 11.12.1996 be adopted by DDA as a one time measure to resolve these long pending cases. The following proposal is accordingly submitted for consideration:
- i) The Order No.F.13/20/77/Allot./Amendment/ dated 11.12.1996 issued by Asstt. Housing Commissioner (Allot.), Land & Building Deptt., Govt. of Delhi may be made applicable to officers on deputation to DDA and they may be charged licence fees, as detailed below:
- a) 11(7):

Officers posted to Arunachal Pradesh, Andaman & Nicobar Islands, Mizoram, Lakshadweep may be allowed to retain accommodation in Delhi on payment of 1.5 times the normal licence fee as allowed under SR 317-B-22.

b) 11(8):

Officers posted out station to areas other than those mentioned above in rule 11(7), viz., Goa, Pondicherry, Chandigarh, etc., may be allowed to retain their accommodation on payment of three times the normal licence fee.

ii) Officers who after repatriation from DDA offered staff quarters to DDA through their parent Department/Directorate of Estates/offices where they were then posted with the request to consider mutual exchange with DDA staff quarter under their occupation and DDA did not respond timely and rejected the offer for mutual exchange belatedly, the period of retention of the staff quarter two months after the offer of mutual exchange was received by DDA till the date when DDA officially communicated its unwillingness to accept the offer, may be regularised on payment of licence fee at normal rate (The two months period mentioned is what would be reasonably required to examine the case, obtain orders of the Competent Authority and communicate the same to the concerned officer/department).

- The above proposal would be applicable only in cases where the staff quarters were under unauthorized occupation and have been vacated on or before 25.03.2017.
- iv) Cases of officers who have paid damages / licence fees as per the rules would be reviewed and if these are covered in terms of the above relief proposed to be granted, refund of excess amount would be made without interest.
- v) DDA would strictly enforce rules of the Directorate of Estates. Govt. of India in these matters in future and eviction proceedings under PP Act would be initiated without delay in cases of overstayal in DDA staff quarters and penal rent charged as per rate specified by the Directorate of Estates, Govt. of India.

### RESOLUTION

Decision on the agenda item was deferred.

1-8693

Sub. - Revision of licence for a factor rest in the rest of the Staff Greaters.

No. 1/6 (36)/93-8-Q-/11.

ANNEXURE-A

# EBBERTE

In parameter of the recommendation of the leacth boy Commission, the Cost of India, Eindally of Order 1-9015 mount that stand office order No. 12035 (1)/05 m/Vol. 11 (Vol. 11) 1) of 7th August 1987, regarding fightion of flat rate recovery of the Control Cost, recommendation all over the county. The Cost of the Control Cost, with sate of licence for at far with the Control Cost, with adopted by the Div. vide its reconstitution in. 4 dt. 12-02-19 adopted by the Div. vide its reconstitution.

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27-01-07 (Append x '12' lace No.82-64) had also decided
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111 dated 28-06-91 (Appendix 'bg' Face No. PS-CE). The covt. of India. Threatonate of Estates has also revised the rates of market rent recevery vide wheir office memorondum has tented to market rent recevery vide wheir office memorondum has tented to market rent recevery vide wheir office memorondum has tented to market out of the control to the cover up to E2-20 L. Recording to the orders the mater of damages for Type-V Type-IV should be to 40/- per agament and damages for Type-V and shows should be charged to the 65/- per agamen. Generally all the orders of the Govt. of India are adopted in DDA.

But the orders of the Govt. of India are adopted in DDA.

For overly should also be adopted in LDA at par with the Covt. of India for which approval of the Authority is sought.

# RFFCFGLGLTCH

Resolved that the proposal be approved. Authority further resolved that as a policy, rates of licence for fixed from time to time by the Directorate of Estate, Min. of Urban Development be mutatis mutandis made applicable in D.D.A. Arrears from the occupants should be realized in instalments.

-43

105/95 Subi

Della Development Anthorny (Salaries, Allowances and Conditions of Service) Regulatines, 1961 in respect of allothent of Staff Quarters.

A-16.10.95

(F.No. 6(16)9//SQ/DDA)

#### PRECIS

Dellii Development Authority (Salaries, Allowances and conditions of Service) Regulations 1961 had been notified vide notification us. F1(45)60/6.5 on 7th September,1961. The procedure for allotment of statt quarters to the employees of the Authority is regulated by Rule 10 of these Regulations. However, Rules 5 of the Regulations provides that unless expressly provided for to the contrary, general terms and conditions of service for officers and employees of the Authority shall be governed mutatis-mutantis by the Fondamental Rules, Supplementary Rules, Central Civil Service (Temporary Services) Rules, 1965 and Leave Rules, as amended/substituted from time to time, including orders and decisions issued thereunder, applicable to the Central Covernment officers and employees of equal status. The DDA has been from time to time adopting the amendments made by the Directorate of Estates, Ministry of Urban Affairs Employment, regarding allotment of staff quarters, mutatis-mutandis, except where the Authority specifically decides to have different Pegulations on any particular subject. In a decision on 13, 2,89 vide agenda item no. 4 Authority decided to adopt different norms in some of the cases at (App. "D

### P.No. 25-46 ).

Adoption of different norms by DDA has been causing dissatisfaction amongst its employees in addition to causing confusion. This has also resulted in different organisations, under the same Ministry, observing different rules on the same subject. Several amendments have been introduced by the Directorate of Estates in their Rules and instructions on the subject of allotment of government residences from time to time. This has further resulted in the need for revision of the DDA's Regulations on the same pattern. It is not, possible to bring an agenda to the Authority every time when an amendment is made by the Directorate of Estates.

 Some of the illustrations given below would indicate the discrepancies in the DDA Regulations and the Govt. of India, rules.

# IN CASE OF DEATH OF THE EMPLOYEE

Directorate of Estates

D.D.A.

Proposed

Under SR-117-IS-11(2) permissible period for retention of the staff accommodation was 4 months. This period was increased from six months to 12 months by office Memo no. 12033(22)/83-Pol.II dated 20.7.97.

Permissible period for retention of staff Qr. is 4 months.

As in the Goet, of India.

ii)

Directorate of Estates

Permissible period for retention has been increased from two months to four months by virtue of Office Memo No.12035(22)83 Pel.-II dt. 21.4.86 D. D. A.

Proposed

As in the Govt. One month m case of resignation/ of India. dismissal & 2 months in case of retirement

It is proposed to change the above mentioned and other Regulations of allotment of stall accommodation to the employees of the DDA so that with the Rules/instructions DDA Regulations on the subject are in conformity of the Directorate of Estates, Ministry of Urban Affairs & Employment on this subject. In Juture all modifications/amendments on the subject notified by the Ministry of Urban Affairs & Employment shall become applicable to the DDA mutatis-mutandis.

### RESOLUTION

### Resolved as follows:

- All existing rules and instructions of the Directorate of Estates, Ministry of Urban Affairs and Employment, on the subject, be deemed to have been adopted in DDA; (a)
- In future, all rules and instructions of the Directorate of Estates be made applicable in DDA, mutatis -mutandis. (b)

ANNEXURE-C

# Delhi Development Authority (Staff Quarter Allotment Branch)?

No. F 20(8)93/8Q/01/

# OFFICE ORDER

Sub: Adopting the Rules/Regulations/Procedures of the Directorate of Estates, G.O.I.mutatis-mutandin-in DDA as approved by

Several Representations had been received that while DDA officers are permitted to retain staff accommodation after retirement as per rules/procedures and are required to pay the licence fee as per procedures laid down by the Directorate of Estates, Govt of India, from time to time, their gratuity is being incorrectly retained by DDA till actual vacation of staff accommodation and that this procedure of DDA is contrary to the rules and procedures of the Directorate of Estates, Govt of India.

Ex-employees have questioned how DDA can follow a procedure which is different and contrary to the procedures being followed in the Govt. of India. They have drawn attention to the Authority's directions vide resolution No.105 dated 16.10.1995 that DDA has to follow all procedures/rules/regulations of the Directorate of Estates mutatis-mutandis in all cases of DDA staff quarters. They have questioned as to DDA employees are being treated differently 2,

The procedure adopted by DDA has been examined and it has been noted that orders/rules of the Govt. of India/Directorate of Estates on the subject are as laid down in Annexure 'A'. It has also been noticed that as per Authority directions these rules/procedures of the Directorate of Estates have to be strictly observed in DDA as decided vide Resolution no. 105 dt.

Directions of the Authority on the subject are as follows:

- (a) All existing rules and instructions of the Directorate of Estates, Ministry of Urban Affairs and Employment, on the subject, be deemed to have been adopted in DDA.
- (b) In future, all rules and instructions of the Directorate of Estates be made applicable in DDA, mutatis-mutandis.
- 3 matter has complaints/representations of senior retired officers and the been Vice Chairman has again directed that :

"Authority has decided ten years back that DDA shall follow same rules/regulations/orders/procedures for its staff quarters as are followed by Directorate of Estates, Govt. of

India. We shall proceed strictly as per orders of Directorate of Estates, Govt of India."

therefore procedures/rules/regulations/orders of the Directorate of ... ordered Estates shall be strictly observed and complied with in DDA in all matters of staff quarters with immediate effect mutatismutandis as directed by the Authority and the Vice-Chairman and no other procedure or policy will be adopted in DDA which is not in strict accordance with the policy/procedures of Directorate of Estates.

This issues with the approval of the Vice-Chairman, DDA

(V.M. BANSAL) Pr.Commr.-cum-Sccy.

# Copy for kind information to:-

- P.S. to Vice Chairman, DDA
- 2. P.S. to Finance Member, DDA
- 3. P.S. to Engineer Member, DDA

# Copy for information & necessary action to:-

- 4. Chief Vigilance Officer
- 5. All Commissioners
- All Chief Engineers
- 7. Chief Accounts Officer
- 8. All Suptdg. Engineers(Civil)/(Elect)
- Director(Per)/Director(Hort)North/South/Director(W/c) Eatt.
- All Ex. Engineers(Civil)/(Electrical)
- 11. Dy. Director(PB) I,II,III,IV, V & P&C(PCCS)-
- 12. All Drawing & Disburging Officer
- 13 All Dy Directors(Hort)

(O.P. GUPTA) TOR(NAZARAT)

## ANNEXURE-D



In this file we are dealing with the case of illegal occupation of DDA staff quarter no. 7/4 Bhagwan Dass Road by Gp. Capt. Ranjan Mukherjee, the then OSD to Lt. Governor, Delhi who was on deputation. There are so many cases where the officers who occupied DDA staff quarters but they didn't vacate the same after repatriation or superannuation and even after lapse of expiry of permissible period of 8 months. One such case is of Gr. Capt. Ranjan Mukherjee. The facts of the case may please be perused in the preceding notes.

Gr. Capt. Mukherjee is presently working as Additional Director General (Operations & Liaison), Prasar Bharati secretariat. It is recommended we may request his controlling officer of parent cadre to ask Shri Ranjan Mukherjee to pay penal rent as well as to vacate the staff quarter allotted to him by DDA.

> (Balvinder Kumar) Vice Chairman, 12/2-15

Hon'ble it governor

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SOUT.OF DELET LAND & BUILDING DEPARTMENT VIKAS HIAWAN = NEW DELHI

2:13/20/77/2:11ot/Amendment/

Sub: DELHI ADMINISTRATION ALLOTHERS OF COVERNMENT RESIDENCE (GENERAL POOL) RULES, 1977 AMENDMENTS.

2. E. 型 E B

ni purammen of and rule 7 % G of Rule if of Delhi Meninistrat Allotment of Government Regidence (General Pool) Rules, 1977. Le has been decided to insert the following two clauses after Rule 11 aub rule-

- 11(7); AGMU Cadre officers posted to Arunachal Prodesh Andeman & Highbar Island Misoram, Lakshadwaep may he ellowed to normal License in Delhi on ayment of 1.5 times normal Licence fee as allowed under aR-317-B-22
- 7 1.14(0): AGM Queen officere Postud to out aretion other than those mentioned above in rule 11(7) vir, despendently Chandigath otc. may be allowed to retain their as munedat on payment of three times the normal Linches

(PETER BARA)

ASSIT HOUSING COMMISSIONERS

13/20/17/A11ob/Amon diment/

1\_1.11 Secretaries/Head of the Deptt ... Povt. of Delhi, Delhi

2. demortary to La, Dolhi/PS to Q5, DolhiC

3. All Department/Lonal officers, Covt.of Delhi . Secretary to Chief Minister/Secretary to all Ministri

(PETER BARA)

ASSTAT. HOUSING COMMISSIONER (ALLOY.

COMMISSIONER (SPORTS)



दिल्ली विकास प्राधिकरण DELHI DEVELOPMENT AUTHORITY विकास सदन, पाई, एन.ए.

Vikas Sadan, I.N.A\* नई दिल्ली-110023

New Delhi-110023 Ph.: 24623598

Fax: 24692962

No. F.1(27)2017/SQ/ 392

To

Sh. Dharmendra Joint Secretary (LA) Ministry of Housing & Urban Affairs Government of India Nirman Bhawan New Delhi.

Sub: Reg. recovery of damage/licence fee from the unauthorized occupants of DDA staff quarters

Sir.

This is regarding recovery of damage licence fees for overstayal beyond the permissible period of retention by officers of Govt. of India, Delhi Government and other State Governments who joined DDA on deputation and were allotted DDA staff quarters.

There are about 20 cases pending recovery of damage licence fee. These officers were asked to deposit the damage licence fee on account of over-stay. Some officers have challenged the recovery proceedings and filed appeal in different courts and some officers have been representing time and again for waiver of the same and further requested for charging of licence fee instead of penal rent for the "hard area" posting period as per the orders issued by Government of Delhi. Few officers have represented that after repatriation from DDA, their Department offered flat to DDA with the request to consider mutual exchange with DDA staff quarter under their occupation but DDA did not respond timely and even rejected the request belatedly and requested for charging of licence fee instead of penal rent in the intervening period.

It is pertinent to mention that DDA strictly adheres to the Rules & Regulations of the Directorate of Estates, Government of India with regard to retention, vacation and charging of licence fee. As per rule, DDA had to charge market rent from them and in some cases submitted amounts are to be recovered. Since paying such huge amount is very difficult for the Government servants, it was viewed that to give a one-time relief to these officers, comments from the Ministry may be obtained on the following points:

 As per orders dated 11.12.1996 (copy enclosed), DDA may consider regarding charging of 1.5 or 3 times of the normal licence fee, as the case may be, for the period under "hard area" posting; ii) DDA may charge licence fee instead of penal rent for the intervening period, i.e. from the date of offer of flat to DDA for mutual exchange to the date of communicating acceptance/rejection in cases where decision has been conveyed for non-acceptance of mutual exchange after a period of 2 months or more after receipt of the offer.

In view of the above two points, you are requested to kindly offer your comments on the above 2 points before the matter is placed before the Authority.

Yours faithfully,

Commissioner-cum-Secretary

## ANNEXURE-F

No.12035/1/2018-Pol.fl(Pt.)
Government of India
Ministry of Urban Development
Directorate of Estates
Policy-II Section

THE TOTAL STATE OF THE PARTY OF

Nirman Bhawan, New Delhi-110 108

(Swarnali Banerjee)

Tele: 23062505

Deputy Director of Estates (Policy)

Dated the AG June, 2018

OFFICE MEMORANDUM

Subject: Regarding clarification related to recovery of damage/licence fee from the unauthorized occupants of staff Quarters.

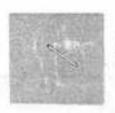
The undersigned is directed to refer to letter No.F.1(27)/2017/SQ dated 11.05.2018 received from Commissioner-cum-Secretary, Delhi Development Authority, INA, New Delhi, on the subject cited above and to say that the Directorate of Estates does not issue guidelines for departmental pools. The departments having their own pool may follow the guidelines of the Directorate, of Estate, but, it is not mandatory. The competent authority of DDA may take decision, as per the rules of their department, for that period, in the matter. However as per the Central Government General Pool Residential Accommodation Rules (GPRA), 2017, the comments as sought are as under:-

- Prior to the O.M. No.12035/31/95-Pol-II dated 07.09.1998, on concessional retention of GPRA, at the last place of posting in case of the posting to different non-family stations for bonafide use of their family members, the licence fee charged from such allottees was 1.5 times of normal Licence fee
- In case of inter-pool exchange for the period of overstay is treated as the unauthorised occupation and allottee has to pay damages for this period.

Mi CHass-E To

Commissioner-cum-Secretary, Delhi Development Authority, Vikas sadan, INA, New Delhi -110023.

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# No.12035/31/96-Pol.II Government of India Ministry of Urban Development & Poverty Alleviation Directorate of Estates

New Delhi, dated the 7th September, 1998

### OFFICE MEMORANDUM

Subject:-Retention of General Pool Accommodation by Civilian Central government Employees and Officers of All India Services posted to North Eastern State, Sikkim, Andman & Nicobar Islands and Lakshadweep.

Guidelines for retention/allotment of alternate accommodation to the Central Govt. Employees and officers of All India Services posted to the State of Assam, Mehgalaya, Manipur, Nagaland, Tripura, Arunuchai Pradesh, Mizoram, Sikkim, Andaman & Nicobar Islands and Lakshadweep were reviewed by the Cabinet Committee on Accommodation in its meeting held on 17.7.98 and based on the decision taken, following orders are issued:-

- Civilian Central Government employees serving in the States of Assam, Meghalaya, Manipur, Nagaland, Tripura, Arunachal Pradesh, Mizoram, Sikkim, and Union Territories of Andaman & Nicobar Islands and Lakshadweep.
- (i) The officers, who are posted to the aforesaid States/UT and who desire to keep their families at the last place of their posting will be eligible to retain entitled type of accommodation, on payment of flat rate/normal licence fee.
- (ii) It is the responsibility of the officer concerned to intimate to the Directorate of Estates the date of relinquishment of charge immediately prior to the posting to the North-East Region and the date of joining at the new station.
- (iii) The request for retention of accommodation should reach the Dte. of Estates within one month of relinquishing of the charge at the last station of posting.
- (iv) The concession of retention of the Govt, accommodation would also be admissible if the Govt, servant is transferred from one State to another in the NE Region.
- (v) The orders are applicable only in case the officers are posted to Central Govt. offices, offices of the Union Territories and these orders will not be applicable in cases

where officers are posted to Public Sector Undertakings/Autonomous Bodies etc.

(vi) Retention of Govt, accommodation shall also be admissible to those officers who owns houses at the last place of their posting.

### 2 All India Service Officers,

The above concessions of retention of Govt, accommodation are also admissible to officers of All India Services (IAS.IPS (LES), as per details given below:-

Officers of All India Service Cadres belonging to Assam, Mongalaya, Manipur, Nagaland, Tripura, Arunachai Pradesh, Mizoram and Sikkim, who revert to the cadres at the end of their normal tenure with the Central Govt, or while working in any State outside the NE Region, are posted to aloresaid States may be allowed retention of entitle type of accommodation on payment of flat rate/normal licerica fee, for a period of three years in each case, including the concessional period of retention admissible under rules at present Such AiS officers of these States, who are reverted pre-maturely in public interest, may also be allowed retention of entitled type of accommodation or benefied family use for the balance period of their lenure or three years whichever is longer.

(ii) The officers of AIS belonging to the AGMU Cadre or to State chares other than the States in the North Eastern Regionexcluding Sikkim, on their deputation to any of the North Eastern States, Sikkim or to the U.Ts of Andeman & Nicopar Islands and Lakshadweep shall be allowed teteration of accommodation at par with Central Govt, employees under

para 1 above.

- (iii) The facility of retention of accommodaton under sub-parasition and (ii) above will be available to the officer of All India Services posted to North Eastern States, Sakkim and U.Ts, of A.&. N Islands and Lakshadweep from Deihi only till such time as the processed multisteried hostel accommodation for the families of All India Service officers serving in the utoresaid State/UTs is completed. Thereafter, these officers will not be eligible for retention of accommodation from general pool/tenure pool on trunsfers/re-posting to these States/Uts.
- 3. All India Service officers, who have since been reverted to their respective codies in the North Eastern States/Us of A & N Islands & Lakshadweep/Sikk mignor to issue of those orders, but in whose case three years period of retention is not yet over, will also

be eligible to retain the Govt, accommodation for a maximum period of three years from the date of such reversion. Normal rate of licence fee, shall be chargeable w.e.f. 16.7.1998. Officers, who have been posted to NE Region, and are presently retaining the same accommodation or accommodation one type below than their entitlement on payment of one and half times of the normal licence fee, will be permitted to retain the accommodation on payment of normal rate of licence fee w.e.f. 16.7.98. Officers, who have since been posted to NET prior to 16.7.98 and have not yet been provided one type below accommodation as per extend instruction and are still retaining the house within the permissible period of retention will also be eligible to retain the entitled type of accommodation on payment of normal licence fee, w.e.f. 16.7.98. These orders supersede all the previous orders issued by this Directorate in this regard. The extent orders on the subject are valid upto 30.6.1999. Sd/-(R.D.Sahay) Deputy Director of Estates To All Ministries/Departments of the Govt. of India All attached and subordinate offices of the Ministry of 2 Urban Affairs & Employment. All Officers and Sections in the Dte. of Estates. All Regional offices of Dte. of Estates.

# ITEM NO. 44/2018

SUB.: INCLUSION OF CLAUSE NO.3.1.3 OF DOPT IN THE VARIOUS RECRUITMENT REGULATIONS.

No.F.1(Misc.)2018/PB-IV

### 1. Background

The Recruitment Regulations for the post of Naib-Tehsildar and Assistant Director (Survey) have been notified in the Gazette of India on 15.05.2015 and 04.06.2018 (Annexure "A" and "B") respectively. The recruitment regulations for the post of Assistant and Stenographers have been forwarded to Ministry for notification in the Gazette of India after approval of the same by the Authority. The Recruitment Regulations have been framed as per the DoPT guidelines. As per the recruitment regulations the qualifying service has been enhanced in the following manner.

# Naib-Tehsildar (Annexure 'A')

In case of promotion	Previous RR's	Notified RR's
Method of recruitment whether by direct recruitment or by promotion or by deputation or by absorption and percentage of vacancies to be filed by various method	a) 75% by promotion failing which by deputation. b) 25% by direct recruitment failing which by deputation	a) 75% by promotion failing which by deputation. b) 25% by direct recruitment failing which by promotion.
deputation or by absorption and percentage of vacancies	By promotion 25% by promotion from Kanoongo with 3 years regular service in the grade. Degree in law from recognized university equivalent.	By promotion 75 % by promotion from Kanoongo with 10 years regular service in the grade.

# Assistant Director (Survey) (Annexure 'B')

In case of promotion	Previous RR's	Notified RR's
In case of recruitment by promotion/ deputation/absorption, grade from which promotion/deputation/ absorption to be made.	Promotion Surveyors holding diploma in surveying with 8 year service in the grade failing that by direct recruitment.	Promotion From amongst Surveyor with 11 years of regular service in the grade.

# Assistant Section Officer (Assistant) (Annexure 'C')

In case of promotion	Previous RR's	Sent to Ministry for notification
In case of recruitment by promotion/ deputation/absorption, grade from which promotion/deputation/ absorption to be made.	Promotion From amongst UDC's with 6 years of regular service in the grade.  Limited departmental competitive exam  The UDC's with 3 years of regular service in the grade.	From amongst UDC's with 15 years of regular service in the grade.  Limited departmental competitive exam  The UDC's with 10 years of regular service in the grade.

# Stenographer Gr.-I (Annexure 'D')

In case of promotion	Previous RR's	Sent to Ministry for notification
Method of Recruitment, whether by direct recruitment or by promotion or by deputation and percentage of the vacancies to the filled by various methods	50% by promotion.     50% through departmental examination.	75% by promotion through seniority.     25% through departmental limited competitive examinations.
In case of recruitment by promotion/ deputation/absorption, grade from which promotion/deputation/ absorption to be made.	(i) 50% by way of promotion from Stenographers with 5 years of service.  (ii) 50% through departmental examination from Stenographers with 3 years of service.	(i) 75% by way of promotion from stenographers with 15 years of regular service in the grade.  (ii) 25% through departmental Limited Competitive examination from Stenographers with 10 years of regular service having the speed in shorthand / typing 100/40 w.p.m. on computer.  Dictation 10 minutes dictation at the speed of 100 w.p.m.  Transcription 40 minutes (English) 55 minutes (Hindi)

2 The eligibility criteria for promotion has been enhanced and is likely to affect adversely some persons holding the feeder grade. Para 3.1.3 of guidelines issued by DoPT vide OM No.AB.14017/48/2010-Esstt.(RR) dated 31.12.2010 on framing / amendment / relaxation of recruitment rules provide: (Annexure 'E')

"Where the eligibility service for promotion prescribed in the existing rules is being enhanced (to be in conformity with the guidelines issues by this Department) and the change is likely to affect adversely some persons holding the feeder grade posts on regular basis, a note to the effect that the eligibility service shall continue to be the same for persons holding the feeder posts on regular basis on the date of notification of the revised rules, could be included in the revised rules".

3. The above note should have been inserted in while modifying the Agenda for Recruitment Regulations of above mentioned parts to protect the interest of existing persons holding the feeder grade but the above note could not be inserted in the Agenda's at that time.

### Proposal in Brief

To include a note to the effect that the eligibility service for promotion shall continue to be the same for persons holding the feeder posts on regular basis on the date of notification of the revised rules in the recruitment regulations for the post of Naib-Tehsildar, Assistant, Stenographer Grade-I and Assistant Director (Survey).

# Why the approval of Authority is sought:

The Authority is competent to approve the amendment in RRs. Thereafter the same will be sent to Ministry for their approval and notification in the Gazette of India. In view of above, the proposal contained above is submitted for consideration and approval of the Authority.

# RESOLUTION

The proposal contained in the agenda item was approved. The matter be referred immediately to the Ministry of Housing & Urban Development, Government of India for approval.

KECD, NO. D. L.-33004/99



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EXTRAORDINARY

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PART II—Section 2—Sub-section (i) शाहीतकप्र में प्रकाशिक

PUBLISHED BY AUTHORITY

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NEW DELHI, MONDAY, MAY 18, 2015 (VAISAKHA 28, 1937

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अधिसूचना

नई दिल्ली, 15 मई, 2015

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EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)

PART II-Section 3-Sub-section (i)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

H. 3111

नई दिल्ली, सोमबार, मई 18, 2015/वैशाख 28, 1937

No. 3111

NEW DELHI, MONDAY, MAY 18, 2015/VAISAKHA 28, 1937

दिल्ली विकास प्राधिकरण

(कार्निक शास्त्रा-4)

अधिसूचना

गई दिल्ली, 15 महं, 2015

सा.कर.नि. 389(अ).—दिल्ली विकास (विविध) नियम, 1959 के उप-नियम (4) के साथ पठित दिल्ली विकास अधिनियम, 1957 (1957 का 61) की घारा 57 द्वारा प्रदल्त शक्तियों का प्रयोग करते हुए और अधिसूधना सं. एफ-7 (121) 2010/पी.बी.—1 दिनांक 15.9.2011 द्वारा अधिसूचित मंती विनियम के अधिक्रमण में दिल्ली विकास प्राधिकरण, केन्द्र सरकार के पूर्व अनुमोदन से, एतद्वारा दि.वि.प्रा. में राजस्व संयगं के उप-निर्देशक, तहसीलदार, नायब तहसीलदार, कानूनगो एवं पटवारी के पदीं के मंती विनियमों में निम्नलिखित संशोधन करता है।

## दि.वि.प्रा. में उप-निदेशक (राजस्व) के पद हेत् भर्ती विनियन

कम च	भर्ती विनिदय का सानक प्रसम्प्रकॉलम	दिविधाः कं विद्यमान भर्ती विनियम में धावधान	वि.वि.चा के भर्ती विनियम में प्रत्यावित संशोधन	ऐसे संशोधनों के जिल् टिनानी/कारन
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1	पद का नाम	सप-निदेशक (राजस्य)	कोई परिवर्तन नहीं	200
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1	वर्गीकरण	समूर -क	कोई परिवर्तन नहीं	
•	वेतन वेड एवं ग्रेड केतन/ वेतनमान	वेतनबैंड-3 अर्थात् 15000-38100/-स + ग्रेंड वेतन 6000/-स	कोई परिवर्तन नही	
6	स्था करान पद है अध्यय अध्यान पद है ।	संयन	कोई परिवर्तन मही	-
6	क्या केन्द्रीय सिर्वित शेवा (पेक्स) नियम 1972 के नियम 30 के अंतर्गत औड़ मए सीम वर्षों का लाम फाइम हैं।	लागू नहीं	कोई परिवर्तन नहीं	
7	रीधी मही के तिल आयु सीमा	स्वयू नहीं	कोई परिवर्तन नहीं	-
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11	मंती की प्रदर्शि-लीधी मंती द्वारा अवया पदीन्ति द्वारा अथवा प्रतिनिद्यक्ति / अगेलन द्वारा तथा विभिन्न प्रद्वतियों द्वारा भरी जाने वाली रिक्सियों की प्रतिस्तता	प्रतिनियुक्ति द्वारा	कोई परिवर्तन नहीं	
12	पदोन्नितं / प्रतिनियुक्ति / आमेलम् ग्रासा भर्ती कं मामले में उस ग्रेड कर नाम जिससे पदोन्नित / प्रतिनियुक्ति / आमेलन किया जाना है ।	पदीन्नित के लिए सहायक बंदीबरत अधिकारी जिन्होंने यें में 6 वर्षों की नियमित सेवा की हो । प्रतिनिश्चितिया पर स्थानातारण निन्नतिरिता पात्रता मानदंद पूरा करने वाले केंद्र सरकार /राज्य सरकार / सार्वजिनिक केंद्र तरकार / सार्वजिनिक केंद्र वाले अध्या 2 5400/-क. कें सेंद्र वेदान सहित वेदान केंद्र-3 अर्थात् 1 5400/-क. कें सेंद्र वेदान सहित अध्या 3 4800/-क. कें सेंद्र वेदान सहित अध्या 3 4800/-क. कें सेंद्र वेदान सहित केंद्रान केंद्र-3 अर्थात् 15600-38100/-क. में मूल विभाग में 6 वर्षों की नियमित सेवा सहित (स) सारान्य के क्षेत्र में वार्षे का अनुमद ।	में ६ वर्षों की निवर्मित संख्य की हो। प्रतिनियुक्ति पर स्थानांतरण निम्नलिक्ति पात्रता मानदंड पूर्व करने वाले केन्द्र सरकार/पाज्य सरकार/ सार्वजनिक क्षेत्र प्री	सहायक बंदोबस्त अधिकारी के पद को गहसीलदार के पद के साथ मिला दिया गया है । 4800/-क, में - 8600/-क, के ग्रेड वेतन में पदोन्ति के लिए कार्मिक एवं प्रशिक्षण विचान के अनुसार 6 वर्षों की अहेक रोधा है जिसे दिग्रंक 17 17 2014 को तुई पाधिकरण की बेडक के कार्यवृत के अनुसार किया गया है ।
13	यदि कोई विभागीय पदीन्ति समिति है ती उसका गठन क्या है ?	संभूह के की विभागीय पदी-वर्ती समिति	समुह के के अधिकारियों के लिए बरिस्ट स्तरीय विभागीय पदानति समिति, जिले दिविद्या, द्वारा समय-समय पर क्या अधिसूचित किया गया है। (कंपल पदीन्त्रति के लिए)	विभागीय पदीनति समिति कर गठन दिविधा द्वारा पुथक रूप से अधिसूचित किया जाता है तथा इसके गठन में समय-समय पर परिवर्तन मी किया जा सकता है। इसलिए कंवल विभागीय पदोन्ति समिति के स्तर का उल्लेख किया गया है त्वकि विभागीय पदोन्ति सिम्मि के गठन में परिवर्तन के साथ गती विनियमों में किसी संतोधन की जावस्वकता न हो।
14	शिधिल करने की शक्ति।	जर उप-नाज्याल, दिल्ली की यह शब को कि ऐसा करना आन्द्रयक अथवा समीवीन हैं, तो के जिखित अब में कारण रिकाई करके इन नियमों के किसी भी प्रावधान को अपरेश द्वारा शिकित कर सकते हैं।	जब अध्यक्ष, दिविधा, की यह शव हो कि ऐसा करना आवश्यक अध्यक्ष समीचीन है, तो वे लिखिल रूप में कारण रिकार्ड करके किसी अधी अध्यक्ष पर्न अस्त्रमा व्यक्तिकों अध्यक्ष पदों के संबंध में इन हिनियानों के किसी भी प्राच्यान को कार्रण ग्रास हिसिल कर सकते हैं।	Account the amountains of the l
15	श्चार	इन विनियमों में ऐसा कुछ नहीं हैं जिससे केंद्र तरकार द्वारा इस संबंध में समय — समय पर कारी कादेशों के अनुसार अनुसूचित जाति, अनुसूचित जनवाति, अन्य पिछड़े	कोई परिवर्तन नहीं	

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[PART II—SEC. 3(i)]

THE GAZETTE OF INDIA: EXTRAORDINARY

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iń	निसर्वता	भर्ती जिल्हेश्यन में नहीं हैं ।	कोई भी ऐसा व्यक्ति (क) जिसमें किसी ऐसे व्यक्ति से दूसत विकट कर सिया हो अववा विवाह करने का अनुका किया हो जिसका पिट/पाली जीवित हो, अववा (स) जिसमें अपने पति या पाली के वीवित रहते हुए किसी अन्य व्यक्ति से विवाह कर सिया हो अववा विवाह करने का अनुका किया हो, वह सबत किसी भी पद पर निवृद्धित का पात्र नहीं होगा । बक्तते कि यदि केंद्र सरकार/ दि विवाह का पृत्र स्था पर लागू स्वीव विवाह के पृत्र से प्रधा पर लागू स्वीव विवाह के पृत्र प्रधा पर लागू स्वीव विवाह के प्रधा पर लागू स्वी	

### दिल्ली विकास प्राणिकरण में कानूनमों के पद हेतू भर्ती विनिधम

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1	2	3	4	5	
1	यद का नाग	कानूनमो	कोई परिवर्तन नहीं	-	
2	पदी की संख्या	36	60* (कार्यमार के आधार पर परिवर्तन की शर्त के अधीन)	गहरी विकास मंजलय द्वारा अनुसीदित संवर्ग समीक्षा रिपोर्ट के परिणामस्वरूप जारी सस्थापना आदेश सं. १८३२ दिए १८,६,२०१० द्वारा इस संवर्ग की पुनिश्चीरेत संस्वीकृत संक्या ७० समझी जाए । "विद्यान संस्वीकृत संख्या परिवर्तन की शर्ट संविद्यान संस्वीकृत संख्या परिवर्तन की शर्ट	
3	বর্ণীকরণ	समूहग	कोई परिवर्तन नहीं		
4	वेतन मैंड एवं द्रेश वेतन/ वेतनमान	1200-2040/	वेशनवेश-1 अवसीत् 5200-20200/-% + चेशनेशन 2400/-%	वेतनमान दित ६.10.2009 के संस्थापना आ सं. 1988 द्वारा परिवारिता दित ३.६.2009 संकल्प सं. 20/ 2009 द्वारा दिविज्ञा ह अपनाए गए छठे वेतन अध्योग सिव्यरिशों के अनुसरण में संशोधित वि गया है।	
5	स्था स्थन पद है अध्या अध्यन पद है।	मती विनियमां में नहीं है ।	अध्यन	T mili	
6	क्या केन्द्रीय सिविल शेवा (पेशन) निवय 1972 के निवय 30 के अंतर्गत कोई गए सेवा क्याँ का लाभ देव हैं।	वर्ती विभिन्नमों में नहीं है ।		पैशन नियमावली के नियम 29 के अंतर्गत जी:आई-डी. को ध्यान में रखते हुए निवम 30 का प्रताधान सामू गहीं होता है ।	
7	लेघी गर्ती के लिए आयु गीम	भर्ती विनियमों में नहीं है ।	आम् जा	भर्ती की भद्रति १०० प्रतिशत पद्मेश्नति हान है ।	
8	सीधी भर्ती के लिए अपेक्षत रीक्षणिक और अन्य अर्थवाएं	भर्ती विनिधमों में नहीं है।	लागू नहीं		
9	क्या सीधी महीं वो लिए निर्धारित जानु और मैसिक अर्थताएं पदोन्नत और प्रतिनियुक्ति पर आए कर्मधारियों के मानले में लागु बॉमी ?				

# RECRUITMENT REGULATIONS FOR THE POST OF ASSISTANT DIRECTOR (SURVEY) IN DELHI DEVELOPMENT AUTHORITY

SI. No.	Standard format /Col. of RRS.	Provisions in the existing RRS of DDA	Proposed Modifications in the RRs of DDA	Remarks / Reasons for such modifications
1.	2.	3.	4.	5.
1.	Name of Post	Assistant Director (Survey)	No change	
2.	No. of Post	22	22 (subject to variation dependent on work load)	No Material Change
3,	Classification	Class – B	No Change	7844
4.	Pay Band & Grade Pay / Pay Scale	Rs.2000-60-2300-EB-75-3200- 100-3500 (Revised)	PB-2, Rs. 9300-34,800/- Grade Pay Rs. 4600/-	The pay scale has been modified in accordance with the recommendations of 6 <sup>th</sup> Central Pay Commission as adopted by DDA vide Resolution No. 20/2009 dated 03.06.2009 circulated vide E.O. No. 1988 dated 06.10.2009.
5.	Whether Selection Post or Non-Selection Post	Selection Post	No change -	
6.	Whether benefits of added years of service admissible under Rule-30 of the Central Civil Services (Pension) Rules, 1972.	No	Not applicable	
7.	Age limit for direct recruits	30 years relaxable by 5yrs SC/ST candidates)	Not exceeding 30 years relaxable in accordance with the instructions and orders issued by Central Government.	In the existing RRs, only the maximum age-limit is intended to be prescribed. The provision has been appropriately mentioned.

8.	Educational and other qualifications required for direct recruits	Diploma in Surveying (ITI) with 8 years experience in Physical Survey and Demarcation of land etc.	Diploma/Two years National Trade Certificate in surveying from a Govt. recognized institute or equivalent with 8 years experience in Physical Survey and Demarcation of land etc.	The term equivalent has been added.
9.	Whether age and educational qualifications prescribed for the direct recruits will apply in the case of promotees and deputationists?	Age limit- Not Applicable Qualification –Yes	No change	ader
10.	Period of probation, if any.	2 years	No change	
11.	Method of recruitment, whether by direct recruitment or by promotion or by deputation /absorption and percentage of the vacancies to be filled by various methods	By promotion Surveyors holding Diploma in Surveying with 8 years service in the grade fajling that by direct recruitment.	By promotion failing which by deputation and failing both by direct recruitment	The required provision has been made, The provision in the existing RRs pertains to Col. No.12 below.
12.	In case of recruitment by promotion / deputation / absorption, grades from which promotion / deputation / absorption is to be made.	against col, 11 be read)	By promotion Surveyors with 11 years regular service in the grade.  Deputation Officers of Central Govt./ State Govt./Public Sector Undertaking/ Autonomous bodies holding analogous post or post in P8-1 of Rs. 5200-20200/- with Grade pay Rs. 2800/-and 11 years regular service in the grade.	promotion from Surveyor to Assistant Director (Survey) has been prescribed as per DoPT's OM No. AB/14017/61/2008-Estt.(RR) dated 24/03/2009.

13.	If a DPC exists, what is its composition.	DPC comprising of the following:  1)Vice Chairman – Chairman  2) Finance Member-Member  3)Engineer Member-Member  4) Secretary-Member  5)Commissioner(P)- Member/Secretary	Senior Level DPC for Group - B Officers as notified from time to time by DDA	The Composition of the DPC is notified by DDA separately and its constitution may also change from time to time. Hence only level of the DPC has been mentioned so that the RRs may not need any notification with the change in constitution of the DPC.	
14.	Savings	Nothing in these regulations shall affect reservations, relaxation of age limit and other concessions required to be provided for the Scheduled Castes, the Scheduled Tribes, Ex- Servicemen and other special categories of persons in accordance with the orders issued by the Central Govt. / Delhi Development Authority from time to time in this regard.	No change		
15.	Disqualification	No person Shall enter into or contract a second marriage when his / her spouse is alive	No person:  a) who has entered into or contracted a marriage with a person having a spouse living or  b) who having spouse living has entered into or contracted a marriage with any person.  Shall be eligible for appointment to the said post;		

		Provided that the Competent Authority may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and there are other grounds for so doing exempt any person from the operation of these regulations.	
16.	Power to Relax	When the Appointing Authority is of the opinion that it is necessary or expedient so to do, it may by order, for reasons to be recorded in writing relax any of the provisions of these regulations in respect of any class or category of persons or posts.  When the Chairman is of the opinion that it is necessary or expedient so to do, he may by order, for reasons to be recorded in writing relax any of the provisions of these regulations in respect of any class or category of persons or posts.	

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चंबादी मं. हो. एत. (एन) 84/0087/2003-05

REGD, NO. D. L. N) 04/0007/2003-05

# The Gazette of India

प्राणिकार से प्रकाशिक

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WEEKLY

No. 25]

वई दिस्सी, जून 17—जून 28, 2018; श्रीनकार/पोष्ठ दुर-आपाद 2, 144(

NEW DELEIT, JUNE 17-JUNE 23, 2013. SATURDAY/JYADTEBA 27-ASHADHA 2, 1940.

इस आग में फिल कुछ संस्था ही जाती है दिलाते कि यह पृथ्वत संस्थलन के रूप में रहार जा सके Separate Paging is given to this Part in order that it may be filed as a separate compilation

PART II—Section 3—Sub-section (i)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) और छेन्द्रीय अधिकारियों (संय राज्य क्षेत्र क्र प्रसनों को छोड़कर) द्वारा विधि के अंतर्गत लगाए गए और जारी किए गए साधारण आविधिक निधम (जिनमें साधारण क्रकार में आवेश, उप-निधम आदि साम्यालित हैं)

General Statutory Rules (Including Orders, Bye-laws etc. of a general character), issued by the Ministries of the Government of India (other than the Ministry of Defence) and by the Central Authorities (other than the Administrations of Union Territories)

गुड मंत्रालय

नो विस्ती, क्षेत्रुच, 2018

सरकान, 182.----वेन्द्रीय संस्कान, असम शायांन्य अधिनियम, 2006 के 47) की ग्रास 165 की छप-धारा (2) ≢ खंड (क) और (थ) के साथ पंटित छप-धारा (1) द्वारा प्रदात प्रवित्तयों का प्रधीन देशते हुए असम राहण्डल में वास्ट अधिकारी (मिजी सहायक) भर्ती नियम, 2013 में संशोधन करते हुए निम्नालिशित नियम बनाती है, अर्थात ।--

- (1) इन नियमों का सकित नाम असम राष्ट्रफल्मा धारंट क्रिकारी (निजी सहायक), मंत्रीसयी, मर्ती (संशोधन) नियम, 2018
  - व राजपत्र में संनये प्रकाशन की तारीख को प्रवृता होंगे।
- असम राहफला वारंट अधिकारी (मिश्री छहावक), नहीं नियम, 2013 (धिक्रमें इसके पश्चात छंत्रत नियम कहा गया है), नियम 2 के स्थान पर, निम्मतिनिवत नियम स्था आएगा, अर्थात :-

3285 GE/2018

(1063)

-102

(NF II-BY 300)

भारत का राज्यात : जून 23 2018/कामाई 2,

1079

#### c) By Promotion/ Appointment:

(i) From seeingst Heads, Personnel and General Administration, School Heads, Purchase & Stores; Senior Heads, Account and internal Femmeial Advisor in Indian Space Research Organization and Senior Facad, Internal Audit in Department of Space or PB-4 with a Grade Pay of Rs. 87005, and (ii) Hears, Personnel and General Administration; Heads, Purchase & Stores, and Heads, Accounts & Internal Financial Adviser in Indian Space Research Organization and Secretary Deputy Department of Space in PB-3 with a Grade Pay of Rs. 7600/with a combined service of 2 years in Pft-3 with a Grade Pay of Rs. 7600 and PB-4 with is Grade Pay of Rs. 8700/- and with a minimum of 14 years service in Cepup Promotion/Appointment amplicable unity when the posts is operated at the sevel of PB-3 Grade Pay of Rs.8760/-

1940

[No.: A.-12012/2/2003-I (Vol.II)] T. KRISHNAKUMAR, Under Secy.

#### आबासन और शहरी कार्य मंत्रालय

नई दिल्ही, 21 जून, 2018

क्षा.का.नि. १४७,---नेन्द्र सरकार, दिल्ली विकास अधिनियम,1957 (1967 का 61) की बारा 56 की उप-धारा (2) के संद(प) द्वारा पटना शक्तियों का प्रयोग करते हुए दिल्ली विकास अधिकरण के साथ परामर्श के ने के पश्चात दिल्ली विकास आधिकरण में उप निदेशव(सर्वेद्यण) और सर्वेक्षक के पद की भंती की विधि को विनियमित करते हुए एतहुन्छ निकालिक्षिश नियम बनाती है, अर्थात्:--

- 1. शंक्षिण्य नाम और प्रारंग .—(1) इन नियमों की दिल्ली विकास प्राधिकरण (सर्वेक्षण संबंध) भर्ती नियम, 2018 कहा आएगा।
  - (2) में सरकारी राजनंत्र में प्रकाशन की तारीख को प्रमृत्त होंसे ।
- अनेदन,—वं नियम इन नियमों से सम्बद्ध अनुसूची के स्वम्म (1) में विनिद्दिष्ट पदी पर लागू | होने ।
- पद भी संख्या, वर्गीकरण कोर बेतन मैट्रिक्स में स्तर.—उक्त पदों की संख्या, उनका वर्गीका ण और उससे सम्बद्ध बेतन मेट्रिक्स में स्तर ने शीन जो, इन नियमों से उपाबद्ध अनुमुची के स्तंभ (2) में (4) में पचा विनिर्दे एट हैं।
- 4. भर्ती की पद्धति, जानु सीमा और अर्हुताएं खदि.—अर्ती की पद्धति, जायु सीमा, अर्हुताएं और उससे संबंधित अन्य बाते वे होंगी जो उसते जनुगुनी के स्तंस (5) से (13) में विनिर्दिष्ट हैं।

THE GAZETTE OF INDIA : JUNE 23, 2018/ASHINDHA 2, 1940

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हैं, प्राप्त में मिमली कह कुं दी करायक कार्यों का की (स्वार्यक्ष) और (स्वार्यक्ष) का की एक किस्ट महाक्षेत्र के किस्ट के किस के किस्ट के किस के किस्ट के किस के

क्षीय अस्तिवार्य जात शाकि

- क्रम है फ़र्म प्रकार दे किसीए किए सिवारी क्ष होए क्रमडी से सीफ स्पूर संक्री (३)
- के पार में मुख्ये के क्रिक किये पह हुए हुई है के क्रिक के मिला प्राप्त के मिला है।

ा गर्मा प्रहें किस गर का अधिकों उस देश कर

का उत्तर के समान के द्वारात और क्षेत्र की के प्रकार हैं असार हैं जो का के साम के अस्त के अस्त के अस्त के अस्त से मोज स्पीत के साथ स्टेश के क्षेत्र के अस्त के अस्त के असार है जो का किस का अस्त के अस्त के अस्त के अस्त के 1 फिलीर है उन्हें

कंगर पुरु दिन है क्रीनिमेश क्ष अध्यक्षत करना को औं है एक दूध कि अवन्त प्रतिन्त क्षत्र की के दिन क्षत्रीक्षी र अर्थाक क्षत्र कि किसीयन में किया कि किसी कि विकार किसी अर्थित के किसी के किसी के किसी कि है कि कि कि कि कि कि

द्वारा प्रस्ते देश्य दे सकता । 8. ज्याकृति.—इस नियमों की कोई बार,ऐसे आरक्षण, बायुनीमा में धूद और बन्ता रियामतों पर प्रमाय नहीं बानेगी, जिनका मेन्दीय सरकार हारा इस मेंथी में समय-समय पर आरों किए व्यवस्था करना वर्षामें से अंग्रिस हो। यानेग्स, एतपूर्व मेरिको भीत धाथ विशेष प्रवर्त के व्यक्तियों के लिए उपलब्ध करना वर्षामें से

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ফ নিষ্টু প্রশি ডিফ , প্রাহ্রণ বি: নিফ চন্দ্রাপ্ত, নীচুলিপ্রিছ য়ে চনত্র নিজ্ঞাই চন্দ্র কিবিছ্লফ দ্বলিলি ফেন ক্রান্ত কি ফিলিসি নিক্ষ নিজ্ঞানিত মহন্দ্রপরি	\$49 X)20	utsalta, antia, aja	usil a film fulls nue- andian use gus estindi fedila soute present fota gue é écus a	gold at filter define programs statisfied versight	मधीर हुम प्रस्

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ned is fine the forthetsty technical win technical districtions there well	ार रंगी। विभार 16 है।	Elfin fil	eir pileird fir	The second secon	क्षण अधिनितिष्ट । सील्य संप्र किल्डी श्रद्ध के छ राज्याच्याच्याच्या स्व्यंत

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ा होता है। 1	भ्यातः - स्ट्रेस्ट - स्ट्राहर	15 a 15 a 17	स्य है : नेतीस्थ करवाछि )	मिलक्षी "अ" प्रमान नित्र में (मुझे आपनी (क्षेतीस्थ) स्वयूत्त (म्ब्यूस्टिक्स) अपूत्रम अप्रमाद्य स्वयुक्तम १ विकडी स्वयस्य १ विकडी स्वयस्य	the maje of the first perm of the first fi
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क के क्रिक्ट प्राप्त क्ष्मिक्षीय	July 20	24th	L. sed diet .	instan see	the frespie tree tree years

-193-(भार 1)- सम्बर्ध (१०) । भारत का राज्यक : ज्य 23 20(8) अप्राद 2, 1940

108

मोड : 1, वटा वास्त् मनगे वट में प्रतिविद्यास का अवति (प्रतिविद्यास को अवधि महिला को उसी जनग किती जन्म संगठन अपना केन्द्र मरबार के विकास में वस नियुक्ति में रीक पूर्व धारिक हो, साधारणनेश साम बाद के अधिक न ही । प्रतिनिधित प्रशा नियुधित के लिए धाँगेश्वम अनु तीना बनेवान खणान इप स अभिक्र नहीं हा है मोट : 2. पाटर सेती के जिसकती, वां तीव क्रमाति क वाचर में है प्रतिनेतृति का निवृत्ति के लिए विभार हेन् गांव नहीं श्रीने । वसी प्रभार, प्रतिरायोग गापित प्रोजित द्वारा विकृति के लिए विकास के पात्र नहीं शेरी।

(1)	22%	(3)	(4)	(5)	(6)	(7)
. संगेजन	*e6 (2038)	लगुद्ध-रण	FRT-5 (29,200 %, - 92,300(-)	नामु नहीं	ति सं 25 वर्ष के बीच में  (हेंद्र संस्थार) द्वारा जारी  अनुदेशी अवना आही के अनुवार सरकारी कर्म शारियों/ विद्यार सरकारी कर्म शारियों/ विद्यार करकारी कर्म शारियों/ विद्यार करकारी कर्म शारियों/ विद्यार करकारी के लिए  लीट:  वाद्र गीमा जा नियों के करने (शिर अतिम तिचि बारत में अवदर्श के लिए आते न बारत  करने की अतिम तिचि बारत में अवदर्श के लिए आते न बारत  करने की अतिम तिचि बारत में अवदर्श के लिए आते न बारत  करने की अतिम तिचि बारत में अवदर्श के क्यारा  करने की अतिम तिचि वारत  करने की अतिम तिचि कर्मा  करने के अतिम कर्मा  करने के क्यारा  करने कि क्यारा  करने निक्रमार गर्भ ला द्वीप के लिए निक्रमारन अतिम तिचि  श्रीमां।	

(6)	(9)	(10)	(11).
आम् लग्नी ।	दो पर्व	सीधी वर्ती द्वारा । मोटः—नवधारक के एवा वर्ष या उसमें अधिक अवधि । जिए प्रतिनियुक्ति या लंबी बीखारी या अध्ययन छु है	लागू नधी

	Standard format /Col. RRS.	of Provisions in the existing R	RS of	Proposed Modifications in the	Provide the second	
I. Name of Post Agents		A STATE OF THE PARTY OF THE PAR	RRs of DDA		, neasons for such	
12	No. of Post	Assistant		No. 65	modifications	
1		712(subject to vari	ation	No Change	-	
-		dependent on work load)	3000	No Change		
3.	Classification	THE RESIDENCE OF THE PARTY OF T	100	A research		
	- Indiana	Group-'C'	-			
4.	Pay Sand S. C.		1	Group-'B'(Ministerial)	An and the second	
122	Pay 8and & Grade Pay / P Scale	ay Pay Band-2, Rs. 9300-34800/- v	minutes in		As per DOPT guidelines	
	Scale	Grade Pay of Rs: 4600/-	with /	No Change	The state of the s	
5.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1	e1. 1	The pay scale is in accordance with the recommendations of 6th Central Pay Commission as adopted by DDA vide Revolution No. 20/2009 dated	
-	Whether Selection Post of	Non-Selection	-		Circulated wide to	
	Non-Selection Post	The state of the s	No	Change	1988 dated 06.10.2009.	
	1111			A STATE OF THE PARTY OF THE PAR		
	Whether benefits of added	Not applicable		444		
- 1	years of service admissible	of service admissible		Change		
	Central Civil Services (Pension) Rules 1972			Ser production		
1	Age limit for direct recruits	Man	1			
-		Not exceeding 30 years	No	Change		
		( Relaxable for Government servant in accordence with the insturctions or orders issued by the Central Govt).				

18.		ALEST SELECTION OF THE PARTY OF	required qualifications as prescribed for direct recruits shall be eligible and age limit shall not be applicable to them.		
200	8.	Educational and other qualifications required for direct recruits.	i)Bachelor's degree or equivalent from any recognized university. ii)Computer Proficiancy.	No Change	
	9.	Whether age and educational qualifications prescribed for the direct recruits will apply in the case of promotees and deputationists?	Age - No Educational qualification - No -	No Change	
	10.	Period of probation, if any.	Two years	No Change	
	11.	Method of recruitment, whether by direct recruitment or by promotion or by deputation /absorption and percentage of the vacancies to be filted by various methods.	iii)25% of the post by direct	No Change	
	12.	In case of recrultment by promotion / deputation / absorption, grades from which promotion /	From amongst UDCs with 06 years	PROMOTION  From amongst UDCs with 15 years of regular service in the Grade.	The qualifying service for promotion has been prescribed as per DoPT O.M dt 24/03/2009. Reduced qualifying service from 15

years to 10 years has been proposed

Note: DDA employees possessing

256

which

promotion

deputation / absorption to

.

	be made.	Limited Departmental Competitive Exam The UDCs with 03 years of regular service in the Grade	Limited Departmental Competitive Exam The UDCs with 10 years of regular service in the Grade.	to give incentive to the candidates appearing in departementa competitive examination.
13.	If a DPC exists, what is its composition.	Junior Level DPC for Group 'C' officers as notified by DDA from time to time.	For Promotion Senior Level DPC for Group-'B' Officer as notified by DDA from time to time.	The Composition of the DPC is notified by DOA separately and its constitution may also change from time to time. Hence only level of the DPC has been mentioned so that the RRs may not need any notification with the change in constitution of the DPC. The DPC is not applicable in case of 'Limited Departmenta Competitive Exams'.
14.	Savings	Nothing in these rules shall affect reservation, relaxation of age limit and other concessions required to be provided for the Scheduled Castes, the Scheduled Tribes, the other backward classes, Ex-Servicemen and other special categories of persons in accordance with the orders issued by the Central Govt. from time to time in this regard.	No Change	

		Tax	No Change	
15.	Disqualification	(a) Who has entered into or contracted a marriage with a person having a spouse living; or (b) Who having spouse living has entered into or contracted a marriage with any person, Shall be eligible for appointment to any of the said post; Provided that the Central Govt, may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and that there are other grounds for so doing, exempt any person	No Change	
16.	Power to Relax	from the operation of this rule.  Where the Chairman, DDA, is of	No Change	De la Lacie are sone
		the opinion that it is necessary or expedient so to do, it may by order, for reasons to be recorded in writing relax any of the provisions of these rules with respect to any class or category of		
1	-4164	persons or posts.	Company of the Control	

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SI.	Standard format /Col. of RRS.	Provisions in the existing RRS of DDA	Proposed Modifications in the RRs of DDA	Remarks / Reasons for such modifications  As per DOPT guideline
1.	Name of Post	SENIOR STENOGRAPHER (Changed as Sr. Stenographer Gr. 'C'/PA in the agenda item No. 49/2007 dt; 31.05.07 vide E.O. No.949 dt: 17.07.07	Stenographer Grade-I	
2.	No. of Post	274(subject to variation from time to time)	274(subject to variation dependent on work load)	Classification Changed as pe
3.	Classification	Group-'C' .	Group 'B' (Non Gazatted)	DOPT's instructions d 09/04/2009.
4.	Pay Band & Grāde Pay / Pay Scale	Rs. 5500-175-9000/-	Pay Band-2 i.e. Rs.9300-34800/- with Grade Pay of Rs: 4600/-	The pay scale has bee modified in accordance with the recommendations of 6 Central Pay Commission adopted by DDA vio Resolution No. 20/2009 dat 03.06.2009 circulated vide E. No. 1988 dated 06/10/20 read with EO. No. 821 07/05/2010 issued Commissioner-(P), DDA.
5.	Whether Selection Post or Non-Selection Post	Selection	No Change	

	ć		
000	0		
	7		
3	1	9	

11	Method of recruitment, whether by direct recruitment or by promotion or by deputation and percentage of the vacancies to be filled by various methods.	(i)50% by promotion. (ii)50% through departmental examination.	(i)75% by promotion through seniority. (ii)25% through departmental limited competitive examinations.	To avoid stagnation in the cadre of stenographer, committee decided 75% by promotion and 25% through departmental limited competitive examination.
	Period of probation, if any.	Not applicable	Two years	Since the promotion is not in the same group.
3	educational qualifications prescribed for the direct recruits will apply in the case of promotees and deputationists?	Not applicable	Wordhange	
8	qualifications required for direct recruits.	Not applicable  Not applicable	No Change	
7	7. Age limit for direct recruits	Not applicable	No Change	
	Whether benefits of added years of service admissible under Rule-30 of the Central Civil Services (Pension) Rules, 1972.	Not applicable	No Change	

			The second of th	Length of service criteria as per
12.	in case of recruitment by promotion / deputation / absorption, grades from which promotion / deputation / absorption to be made.	(i)50% by way of promotion from stenographers with five years of service. (ii)50% through departmental examination from stenographers with three years of service.	(i)75% by way of promotion from stenographers Grade-II with 15 years of regular service in the grade. (ii)25% through departmental limited competitive examinations from stenographers with 10 years of regular service having the speed in Shorthand/Typing 100/40 w.p.m., on computer.	OM dated 24.03.09 of DOPT.
			<u>Dictation:</u> 10 minutes dictation at the speed of	
			100 w.p.m.	
1			Transcription: 40 minutes (English) 55 minutes (Hindi)	
13.	If a DPC exists, what is its composition.	Level DPC for Group 'C' officers  (1)Director(P) -Chairman  (2)Jt/Dy CAO -Member  (3)Jt/DD(P)-3 -Member  (4)Representative -Member to be of SC/ST nominated by V.C D.D.A.  (5)Jt/DD(CR) - Member Secy.	Sr. Level DPC for Group 'B' officers as notified by DDA from time to time.	The Composition of the DPC is notified by DDA separately and its constitution may also change from time to time. Hence only level of the DPC has been mentioned so that the RRs may not need any modification with the change in constitution of the DPC.

		Savings	Nothing in these rules shall affect reservation, relaxation of age limit and other concessions required to be provided for the Scheduled Castes, the Scheduled Tribes, the OBCs, Ex-Servicemen and other special categories of persons in accordance with the orders issued by the Central Govt, from time to time in this regard.	No Change
	15.	Disqualification	No person: (a)Who has entered into or	No Change
-	e	San Village	contracted a marriage with a person having a spouse living or	
10000	84		(b)Who having spouse living has entered into or contracted a marriage with any person.	
-			Shall be eligible for appointment to any of the said post. Provided that the Central Government may,	
26	8		if satisfied that such marriage is permissible under the personal	
20			law applicable to such person and the other party to the marriage and that there are other grounds for so doing, exempt any person	
			from the operation of this rule.	

F	Power to Relax	Where the Chairman, Delhi Development Authority, is of the opinion that it is necessary or	
		expedient so to do, it may by order, for reasons to be recorded in writing relax any of the provisions of these rule with respect to any class or category of persons or posts.	

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#### ANNEXURE-E



No. AB.14017/48/2010-Estt. (RR)
Government of India
Ministry of Personnel, PG & Pensions
(Department of Personnel & Training)

New Delhi the

31st December, 2010

#### OFFICE MEMORANDUM

Sub: Revision of guidelines for framing / amendment / relaxation of Recruitment Rules.

The undersigned is directed to state that instructions on framing / amendment of Recruitment Rules were issued in a consolidated form in this Department's OM No. AB.14017/12/87-Estt.(RR) dated 18.3.1988. Subsequently, a number of orders and clarifications have been issued on the subject.

- 2. The existing instructions have been reviewed in consultation with UPSC and consolidated in the form of "Guidelines on framing / amendment / relaxation of recruitment rules", a copy of which is enclosed. The number and the date of original OM has been referred in the relevant instructions for easy reference to the context. The Guidelines on framing / amendment / relaxation of recruitment rules along with the relevant instructions and existing model RRs are available on the DoPT website www.persmin.nic.in\* in the dynamic form of Handbook on Recruitment Rules, 2010.
- Hindi Version will follow.

(Smita Kumar) Director (E-1) Tel: 23092479

\*(Link: Circular >Establishment > Recruitment Policies)

To

All Ministries and Departments of the Government of India

# OM No. AB.14017/48/2010-Estt..(RR) dated 31" December, 2010

#### Copy to:-

- 1. President's Secretarial, New Delhi
- Vice-President Secretariat, New Delhi
- 3. The Prime Minister's Office, New Delhi
- 4. Cabinet Secretariat, New Delhi
- Rajya Sabha Secretariat/Lok Sabha Secretariat, New Delhi
- 6. The Registrar General, the Supreme Court of India, New Delhi
- 7. The Registrar, Central Administrative Tribunal, Principal Bench, New Delhi
- 8. The Comptroller and Auditor General of India, New Delhi
- 9. The Secretary, Union Public Service Commission, New Delhi
- 10. The Secretary, Staff Selection Commission, New Delhi
- 11. All the attached offices under the Ministry of Personnel, Public Grievances & Pension
- 12. National Commission for Scheduled Castes, New Delhi
- 13. National Commission for Scheduled Tribes, New Delhi
- 14. National Commission for OBCs, New Delhi
- 15 . Secretary, National Council (JCM), 13, Ferozeshah Road, New Delhi
- Establishment Officer and AS.
- All Officers and Sections in the Department of Personnel and Training.
- Facilitation Centre, DOP&T (20 Copies)
- NIC (DoP&T) for placing this Office Memorandum on the Website of DoP&T.
- 20. Establishment Desk (200) copies.

(Smita Kumar) Director (E-1) Tel: 23092479

#### GUIDELINES ON FRAMING / AMENDMENT / RELAXATION OF RECRUITMENT RULES

#### Part-I

#### General Guidelines

#### 1.1 Introduction of General Principles

As soon as a decision is taken to create a new post / service or to upgrade any post or restructure any Service, action should be taken immediately by the Administrative Ministry / Department concerned to frame Recruitment Rules/ Service Rules therefore.

1.2 Recruitment Rules should be framed for all posts which are likely to last for one year or more. Posts which are created for a lesser duration may be filled on deputation by drawing officers from other offices of the Central Government, holding posts of appropriate level (analogous posts or where necessary, the next-below post with the minimum regular service prescribed for promotion) and possessing necessary qualifications required for the performance of duties attached to the post. Posts in Committees or Commissions set up for a limited duration, may be filled in the manner indicated below:

"The Administrative Ministry / Department concerned with the setting up of the Commission / Committee should make available staff on deputation to the Commission / Committees to the maximum extent possible by drawing persons from within their own Ministry / Department, failing that by circulation on all Secretariat basis and failing both by re-employment of retired pensioners belonging to the same or some other Departments:

If the Sources above are tapped, there should not be any need to resort to direct recruitment through Employment Exchange or otherwise. Where, however, direct recruitment is made, it should be on a clear understanding that their appointment will be co-terminus with the life of the Commission and that they will not have any claim for regular absorption in Government."

#### PART-II

#### PROCEDURE

#### AUTHORITIES COMPETENT TO APPROVE DRAFT RULES

2.1.1 All recruitment rules including their amendments should be approved at the level of Minister-in-charge, unless the Minister has by general or special order authorized such approval at a lower level(s). The Ministries/ Departments may put up proposals for suitable delegation for approval of the Minister-in-Charge. The following scheme of delegation is suggested:

Posts/ Services
Groups C
Groups A & B posts / Services
(excepting those indicated below)
Framing of or important amendments to
Recruitment Rules for posts of Heads of
Departments or Service Rules for Organized Services

The above is only suggestion and the Ministries / Departments are free to follow a different pattern depending on the local situation.

#### DELEGATION TO THE MINISTRIES

2.1.2 The Administrative Ministries / Departments are empowered to frame / amend Recruitment Rules in respect of Group 'C' posts keeping in view the guidelines issued by this Department on various aspects. In cases of deviations from the existing guidelines, the concurrence of this Department is to be obtained in cases of framing / amendment of Recruitment Rules even for Group 'C' posts. The Ministries / Departments are competent to relax the Recruitment Rules for Group 'C' posts.

#### (DOPT OM No. CD.14017/10/85-Estt.(RR) dated 21.3.85 & 5.6.85)

The provisions of the Recruitment Rules governing upper age limit or qualifications for direct recruitment which are generally based on the policy guidelines issued by the Department of Personnel & Training, should not, however, be relaxed without prior concurrence of this Department.

#### FORMATS & FORMS

- 2.1.3 Recruitment Rules for Groups 'A' & 'B' posts / services as approved by the Administrative Ministry / Department should be referred to the Department of Personnel & Training first for clearance as early as possible, and not later than one month from the date of the creation of posts / Service. This is generally done by referring the file to the administrative Ministry with a self-contained note, accompanied by inter-alia, the following:
- Draft Recruitment Rules (for posts other than those in the Organized Services) in the proforma in Annexure I.

ii) Supporting particulars in Annexure II.

iii) Recruitment Rules for the feeder posts(s) and the higher post, if any.

- iv) Present sanctioned strength of the post for which rules are being framed as also of the lower and higher posts.
- 2.2 Model Recruitment Rules for a number of posts framed in consultation with the Union Public Service Commission, have been circulated to all Ministries/ Departments. While framing Recruitment Rules for such posts, the Model Rules should be adhered to.
- 2.3 In respect of framing of Recruitment Rules for posts which are not covered by any of the Organized Services, the format of a Notification accompanied by the 13 column Schedule as given in Annexure I\* shall be used. As for Organized Services, comprehensive Service Rules shall be framed covering, inter alia, the following aspects:-
  - 1. Short Title and Commencement
  - Definitions
  - Constitution
  - 4. Grades, Authorized Strength and its review
  - Members of the Service
  - Initial constitution of the service.
  - Future maintenance of the service
  - Appointments by deputation
  - 9. Seniority
  - Probation
  - Appointment to the service
  - Liability for service in any part of India and other conditions of service.
  - Disqualifications
  - 14. Power to relax
  - Savings
  - Interpretation
  - Repeal

The column 6 of the erstwhile schedule related to benefit of added years of service has been deleted in view of instructions issued vide DOP&PW OM No. 7/7/2008-P&PW (F) dated 13.2.2009 in which the benefit of adding years of qualifying service is withdrawn for the purpose of computing pension as well as other related benefits such as gratuity.

#### CONSULTATION WITH DOPT

2.4 Ordinarily, the draft Recruitment Rules will be returned by the Department of Personnel & Training with their comments, within a month from the date of reference to that Department. If the circumstances of a case require more time for scrutiny / discussion, the administrative Ministry / Department will be informed of the same and where there are many points for clarification, the Ministries may also be requested to discuss the case with the officers of the Department of Personnel & Training.

#### CONSULTATION WITH UPSC

2.5 After obtaining the concurrence of the Department of Personnel & Training, the Administrative Ministry / Department should refer the draft Recruitment Rules for posts/ services which are within the purview of the UPSC in a self-contained letter to the Commission, along with the information in the prescribed proforma (Annexure II). It should be stated in the letter to the Commission whether the clearance of the Department of Personnel & Training (and also the Department of Pension & Pensioners' Welfare where required) has been obtained in respect of the proposals in question. Where the procedure for consultation with the Commission has been followed and information necessary for consideration of the proposal has been fully given, it should be possible for the Commission to convey their advice ordinarily within 4 to 5 weeks. If the Commission's advice is not received within this time, the administrative Ministry / Department may settle the matter by personal discussion with the officers concerned in the Commission.

#### PART-III

#### GUIDELINES ON PREPARING SCHEDULE & NOTIFICATION

#### A. GENERAL

#### INITIAL CONSTITUTION

3.1.1. In cases where a new service is formed and the Recruitment Rules are framed for the first time and that there are officers already holding different categories of posts proposed to be included in the service on a regular / long term basis, a suitable 'Initial Constitution' Clause may be inserted in the Notification so as to count the regular service rendered by such officers before the date of notification of the Rules.

#### CONSIDERATION OF SENIORS

3.1.2 It may so happen that in some cases of promotion, the senior officers would not have completed the required service whereas the juniors would have completed the prescribed eligibility condition for promotion. In such cases, seniors will be left out from consideration for the higher post. To avoid such a situation, following note may be inserted in the recruitment rules/ column in the schedule to the Recruitment Rules.

Note:

"Where juniors who have completed their qualifying/eligibility service are being considered for promotion, their seniors would also be considered provided they are not short of the requisite qualifying/ eligibility service by more than half of such qualifying/ eligibility service or two years, whichever is less, and have successfully completed probation period for promotion to the next higher grade along with their juniors who have already completed such qualifying/ eligibility service."

## (DOPT O.M. No. AB-14017/12/88-Estt. (RR) dated 25.3.1996)

### RETENTION OF EXISTING ELIGIBILITY SERVICE

3.1.3 Where the eligibility service for promotion prescribed in the existing rules is being enhanced (to be in conformity with the guidelines issues by this Department) and the change is likely to affect adversely some persons holding the feeder grade posts on regular basis, a note to the effect that the eligibility service shall continue to be the same for persons holding the feeder posts on regular basis on the date of notification of the revised rules, could be included in the revised rules.

#### ITEM NO. 45/2018

Sub: Modification in 'Adoption of Parks' scheme as approved in December, 2014

Item No.

File No. PA/AC(LS)/2014/DDA/187

#### 1.0 BACKGROUND

- 1.1 The Authority first considered the concept of maintenance and development of DDA Greens / parks by approved agencies in 1995 vide Item No. 2/95 dated 20.01.1995. Copy of the aforementioned resolution is annexed as Annexure-1. However, the scheme, as approved in 1995, was discontinued, since certain misuse by the adopting agencies was brought to notice.
- 1.2 Though it was resolved in the Authority, vide above mentioned item, that the parks/greens shall be maintained by approved agencies, no exercise was undertaken to approve the agencies for this purpose. However, a brochure was published according to which the agencies should fulfill the following criteria;
  - Well reputed societies and public institutions duly registered under the Societies Registration Act
  - Well reputed big business houses duly registered under the Companies Act
  - Public Sector Undertakings including banks
  - Autonomous Bodies
  - Public Trusts
  - Residents Welfare Association duly registered under the Societies Registration Act or under DDA Management and Disposal of Housing Estates Regulations 1968.
- 1.3 It was observed that the agencies adopting the park started using the park for purposes other than those mentioned in the brochure. There was an attempt to encroach the land and general public was not allowed to use the park.
- 1.4 The matter was again placed before the Authority in year 2006, vide Agenda Item No. 60/2006 and the same is annexed at Annexure-2. While resolving, it was desired that specific parks should be identified for the purpose of adoption by Public Sector Undertakings or reputed NGOs. The eligibility criteria of 2006 scheme, allowed only Public Sector Undertakings and reputed NGOs to apply for adoption. The matter was again placed before the Authority vide Agenda Item No. 45/2007 dated 31.5.2007 (Annexure 3) for considering criteria of eligibility of the agencies to enlarge the scope as mentioned in para 1.2 above. But the Authority did not approve the same and directed that details of the



terms and conditions of adoption be placed before the Authority, so that there is transparency in adoption.

1.5 The matter was again placed in the Authority vide Item No. 177/2014 (Annexure 4). The Authority considered the proposal and approved with the following conditions:

(i) Initially 50 parks on an experimental basis will be given to the interested corporate bodies/RWAs etc. for a period of one year after which time their performance will be reviewed.

(ii) Later, this scheme will be extended to other parks on such terms and conditions that apply as per policy on the adoption of parks.

(iii) A proper Service Level Agreement (SLA) should be drafted for which the Legal Department of DDA to examine the terms and conditions of the agreement of PWD for the maintenance of the public green near AIIMS. The SLA should incorporate an exit clause also.

(iv) Large parks should preferably be given only to companies/corporate bodies with a minimum specified turnover which needs to be clearly decided. RWAs should be given parks for maintenance only within their complex.

(v) This policy shall not apply to religious organizations.

(vi) Commercial activities including marriages will not be permitted. Cultural activities can be considered for use.

(vii) Electricity and water bills to be paid by DDA where parks are adopted by RWAs. Commercial organizations shall not be exempted from such payment.

(viii) After completion of the term, unless complaints are received on maintenance etc. the contract will be automatically renewed for a period of 02 years.

#### 2.0. NEED FOR MODIFICATION OF THE "ADOPTION OF PARK POLICY"

- 2.1. he following deficiencies have been observed in the operation of the existing policy of Adoption of Parks
  - Misuse of DDA greens/parks by the adopting agencies
  - The park used for commercial ventures by the adopting agencies
  - · General public not permitted to use the adopted DDA parks
  - · Duration of adoption and renewal not clearly defined
  - · Mechanism of periodic inspection and follow up action were not in place
  - · Poor overall response to the policy and not encouraging success rate

- C.2. Some of the previous adoptions were made in contravention to the extant policy and needs to be reviewed:
  - i. Though, it was the mandate given by the Authority in 2014 not to consider religious institutions for adoption of DDA greens, yet 01 such case was considered for adoption with strict instructions stating that the area is developed to be "green with no commercial activities and religious activities to be held which is detrimental in the park and its surrounding".
- 2.3. After 2014 till date, 75 number applications were received for 'Adoption of Parks' scheme, but only 06 was accepted. Out of these 06, 02 agencies did not come forward for adoption even after their request was accepted.
- 2.4. A number of complaints have been received against the agencies adopting the DDA parks and it is proposed that the proposed scheme should take care of pitfalls; fill up gaps in the existing scheme to bring clarity and transparency in the scheme to avoid its misuse.
- 2.5. No Service Level Agreement (SLA) was drafted as earlier decided by the

#### 3.0. PROPOSAL:

Keeping in view the deficiencies in the earlier policy, and to have more transparency, a revised policy has been worked out and placed as Annexure 'D' Salient feature of the policy are given below

- 3.1. Eligibility of the Adopting Agency
  - Large parks be adopted by registered companies and corporate bodies
  - RWAs to adopt parks within their complexes
  - Religious and educational institutions not to be considered for adoption.
- 3.2. The agreement will be initially for the period of 01 year after which it will be extended further in installment of 01 year, based on 06 monthly reviews by the concerned Deputy Director, Horticulture, certified by concerned Director, Horticulture.
- 3.3. In any event of non adherence to any clause of terms and conditions or agreement, DDA reserves the right to terminate the agreement after issuing a Show Cause Notice through the concerned Deputy Director, Horticulture. This being the exit clause.
- 3.4. The agency will submit a landscape proposal at the time of application and the list of do's and don'ts as reflected in the policy document will be adhered to along with maintenance of the park by way of shrubs, trees and grasses. The agency, besides general development and maintenance will:

- Maintain pathways
- · Remove garbage and other waste
- . Ensure no labour hut or any other structure is permitted inside the park
- Provide dustbins, drinking water and toilet facilities
- · Clean and maintain the toilet and provide maintenance as per schedule
- Install open gym (01 unit)
- Provide park furniture @ of 01 shelter/ 5 acres, 06 benches/acre and 04 dustbins/ acre
- The agency shall not permit any event of holding marriages and functions, etc.
- Organization of flower shows and cultural functions for a specific number of days, with the prior approval of Competent Authority
- Publicity by way of advertisement would be done on the gymnasium equipment, park furniture and toilets with the prior approval of the Competent Authority
- 3.5. Interest free security deposit shall be taken in Demand Drafts/ Pay Order and shall be refunded on expiry of short period of agreement. In case of any damage or termination of the agreement security shall be forfeited. The security amount to be deposited is as follows:
  - Upto 1 hectare Rs. 1.00 lac
  - 1 hectare to 10 hectare Rs. 0.50 lac per hectare + 1.00 lac
  - More than 10 hectare Rs. 0.25 lac per hectare + Rs. 5.50 lac
- 3.6. Installation of any required infrastructure like tube-well, etc. will be done so by the agency with the prior approval of Competent Authority, and the voluntary agency shall not claim any money, compensation or loss for the same at the time of expiry of the contract, and the same shall be a property of DDA. However, electrical, water and other running expenses are to be borne by the agency and paid directly to the concerned authority.
- 3.7 Detailed proposed Policy on Adoption of Parks incorporating the suggestions of Finance and Legal Department comprising Adoption Procedure, Application Format, Terms and Conditions, Agreement Format, Service Level Agreement (SLA) and List of Do's and Don'ts is placed at Annexure 'D'

The proposed policy as explained in Para 3.0 and the adoption document indicated at Para 3.7 is placed before the Authority for consideration and approval

#### RESOLUTION

After detailed discussions in the matter, it was decided that the survey of all adopted parks should be done for checking compliance of terms and conditions of the agreement in the time bound manner. A detailed action taken report in this regard should be placed before the Authority along with revised policy. Adequate penal provisions for violations of terms and conditions of the agreement should be incorporated both for the allottee as well as supervisory staff of DDA.

Sub: Gaintenance and development of DDA greens/parks etc. by private developers and big business houses.

Item Mo. 2/95 K.20.01.1995 HO.PS/CLA/Dev. Facks/ PRECIS

#### INTRUMCTION

- There is a concept that DOA greens/parks may be allowed to be maintained by approved agencies to save DDA's expenditure and to being further improvement in the standards of maintenance of horticulture works.
- A Committee under the Chairmanship of Chief Legal Adviser was constituted to examine the possibility of involving approved agencies in the maintenance of green parks belonging to DOA with a condition that the ownership is to remain with DOA and the approved amendies will only have the right to use the same for the purposes of advertisement and that the greens marks shall be open public without any restraint and the DDA will have the right to revoke the undertaking unileterally at any point of time. Chief begal Wiviser's Committee considered the suggestions of Director (Landscape) and Director (Nort.) South.
- The report of the Cla's Counities was discussed in a meeting with the Vice-Chaleman in which the E.B., Cha. Commer. (LD), three tor (CL) and Director (Nort, ) participated.
- It was felt in the meeting that maintenance and development of DUA greens/parks to the approved agencies should be for a period of 3 years on experimental basis only.

MATCH CONTR OUALIFY FOR HALFITEINES EFFE PARKS

MATURE OF ACENCY 5. It was further felt that DDA should not allow any individual to maintain the greens parks and it should only allow approved agency which shall mean and include(i) well reputed societies and public institutions duly registered under the Societies Registration Act; (ii) Sell reputed big business houses duly registered under the Commanies Act; (iii) Public Tector Undertakings including banks; (iv) Atonomous bodies; (v) Public Trust; (vi) Hesidents welf we Association duly registered under the Societies Registration Act or under the TOA Management & Disposal of Housing Estates Regulations, 1968.

Contd.../-

DATURE OF GREENS WILCH COULD BE FARAGED BY THE APPROVED AGENCY

6. It was further (elt that DDA could allow the approved ejencies as mentioned above to develop only (ountains, coundabouts, road side plantations green first along road side in stretches of 500 mts; one park not exceeding 5 acres in each zone (preferably along roadside excluding district parks children's parks; central verges, cycle track in Dwarks; play fields, sports field.

PETERT TO APPROVE

- 7. It was further recommended that V.C. or any other officer duly empowered by him in this regard shall only be competent to allow the approved agency for the maintenance and development of DDA greens/parks.
- 9. The terms & conditions for maintenance and development of DUA geeons/packs were discussed and finalised and are placed at Appendix-D, P.NO.14-18.
- 9. The detailed proforms regarding details and description of DDA greens/parks to be allowed to the approved agency for its maintenance is placed at Appendix 'C' P. No. 19.

The matter is placed before the Authority for its consideration.

#### . H T T O L H T I O M

depolved that proposals as contained in pera 4 to a of the agenta note be approved. Joint inspection be downeded to review the maintenance standards of the parks etc., annually. Inspection reports be put up to the Vice-Chairman for termination of agreements in time, wherever necessary

# APPENDIX 'B' TO ITEM NO. 2/95

TERMS AND CONDITIONS FOR MAINTENANCE AND DEVELOPMENT OF PARKSAGREENS BELONGIN; TO THE DELM DEVELOPMENT

- That the approved agency shall develop and maintain the parks/greens belonging to DDA to the satisfaction of the VC,DDA, or any other officer empowered by him in this behalf as per the terms and conditions
- That the approved agency shall not utilise the parks/ greens belonging to DDA for any other purpose
- of parks/oreens shall remain with ODA and the approved agency will only have the right to display its name for the purpose of advertisement on a small beard of the sire as approved by the VC, or any other maker of such board shall be fixed on the basis of the sire of Parks/creens and the decision of the behalf shall be fixed on the basis VC or any other officer empowered by him in this behalf shall be fixed on the basis vC or any other officer empowered by him in this behalf shall be final. The inscription of the board shall also be approved by the VC or any other officer empowered by him in this penal.
- 4. That the approved agency shall have no right, kittle title or interest in the greenaries parks nor shall to be deemed to have possession or be consisted as of over in or upon the said greenaries/parks except the permission to maintain and develop the said parks/
- that it is a DDA Fark/Green. The fact that the park/
  green has been resultted to be maintained to the
  place in the main portion.

Contd.

- 6. That the approved agency shall been the entire costs and expenses on the development and maintenance of narks/greens as described in Appendix-E.
- 7. That the approved agency shall be solely responsible for keeping the parks/greens in neat and healthy conditions to the satisfaction of the VC,DDA, or any other officer empowered by him in this behalf.
- B. That in the event of termination of Agreement for Maintenance and Development of Parks/Greens, all assets (moveable & immovebale) lock, stock and barrel, etc. shall vest in the DDA from the date of construction or installation thereof and the approved agency shall have no right, title and claim or lien over any of the properties, fittings and fixtures except the small boards displayed by it.
- 9. That the parks/greens shall be open to the geneal public without any restraint whatsoever. The approved agony as shall use the land or the pury green buty for development and maintenance of the parks/greens and shall not transfer the maintenance and development of the parks/greens to any other person, society, company, department, organisation etc.
- 17. That the approved agency shall enter into an agreement for maintenance & development of parks/greens with DDA and the cost thereof shall be borne by the approved agency and this shall be subject to the approval of the VC, DDA or any other officer empowered by him in this behalf.

  This agreement shall be for a period or three years and shall not be reneved further.
- 11. That the approved intercry that not remove out any plant, tree etc., including any other item belonging to DDA.
- 12. That the approved agency shall not erect, construct or but any sort of structure, proveable or immoveable, temporary or permanent or semi-permanent without the written permission of MC, DDA, or any other officer empowered by him in this behalf for the purpose of maintenance and development of parks/greens.

Contd ... /-

- 13. That in case the approved agency watness to instal any tube-well pleptine etc. then in that case also the apparation of the W., DDA or any other officer empowered by him in this behalf and the expenses thereof shall be borne by the approved agency itself and the approved agency shall not claim any money, compensation or loss for the same at the time of termination of the agreement for maintenance and development of parks/greens.
- 14. That the approved agency shall also bear and pay the electric and other expenses of running or operating the tube-well etc. direct to the authorities concerned in the name of the DDA.
- onditions of Agreement for the Paintenance & Development of Parks/Greens, the agreement shall stand terminated automatically and the decision of VC,DDA, or any other officer emperered by him in this behalf shall be final regarding the fact that whether thre has been breach or violation of any terms & conditions of the agreement.
- any other person to develop the parks/greens or any park thereof. Even on the death of the approved agency or approved agency becoming insolvent or dissolved, it is a parternship firm/company, prior to the expirty of the period fixed, the agreement for Maintenance & Development of tarks/Greens shall than terminated automatically and the legal belts/fcprescolatives of the approved agency shall not be entitled to continue with the development and maintenance of the shall be populated by shall not be entitled to continue with the development and maintenance of the shall be populated and shall not claim any right/title or interest in the said parks/greens.
- That the approved agency shall be responsible for all damages or loss of property of parks/greens due to the reasons for which it or its servants are directly responsible and shall be liable to make good and loss of damage that may be sustained by DDA except these due to normal wear and tear or such as caused by storms, earthquake or any other natural calamity beyond its control. The decision of the 4C,00A or any other officer empowered by him in this behalf with regard to the extent and quantum of compensation of any, to be paid by him to DDA shall be final and binding upon the approved amency.

Contd.........................

any way touching or concerning the agreement, regarding maintenance and development of DDA parks/greens, except those decisions whereof is otherwise herein before provided for shall be referred to sole arbitration of vided for shall be referred to sole arbitration of vC, DDA or his nominee. There will be no objection to any such appointment, that the arbitrator so appointed is government servent; that he had deal with the matters of which this indebture refates and that in case of his duties as such govt. servant he has expressed views on all or any of the matters in dispute or differences.

The sward of the arbitrator so appointed shall be final and binding upon the parties.

5 28 -

- 19. That the approved agency shall also abideby all the instructions and orders issued by DDA or any other authorities to it from time to time.
- 20. That in case the approved agency wants permission to develop and maintain only a part of DDA parks/Greens, then it shall not have any separate entry therefor.
- 21. That the approved agency shall furnish such security in DDA to be approved by the V.C. or any other officer empowered by him in this behalf depending upon the size and location of the DDA Parks/Greens.
- 22. That the approved agency shall not use the flowers for sale or for any commercial use. etc. without the written permission of W or any other officer empowered by him in this hebble.
- 23. That the DDA will not be responsible of liable for paying any compensation brodomages to the approved agency in case of all loss causedby theft fire. Natural calamities. Fibts of yor any other reason what so ever and the DDA shall all uneffice to remove or clean the land from all the tellines created by the agency or termination of the agreement.
- 24 That the DDA shall have no liability civil or criminal in respect of any claim of a third person aganist the approved agency in connection with the development and maintenance of P arks/Greens.

Cond. .../-

- 25. That the DDA will have the right to revoke the Agreement unilaterilly at any point of time without assigning any reason whatsoever.
- 26. That the SDA shall have the right to keep its chowkidars in the parks greens and its officers or authorised representatives shall have access to it at all hours to the said parks/greens or any part thereof and the approved agency shall have no objection whatsoever for the same.
- 27. That the DM shall be free to use its packs/oreens for any purpose whatsoever and the approved as shall not make any objection to it on any around whatsoever.
- That ODA shell be connectent to dispose of or sell the timber, trees and other forests produce etc. being the owner thereof.
- 29. That the stemp duly payable for the agreement of Faintenance and Development of DDA Parks/Greens shall be borne by the approved agency and the DDA shall in no case be liable for the same.
- 30. That the DDA shall be free to incorporate any other terms and conditions in the Agreement at the time of execution thereof for Haintenance & Development of DDA Farks/Greens as may be considered desirable or necessary in the circumstances of each case.

The following Additional terms & conditions may kindly be adopted.

- 31. Religious organiations should not be allowed to adopt the DDA green areas/parks.
- 32. Organicational Associations besed on caste/community should also not be allowed;
- 33. The frivate Schools/Institutional Organisations may not be allowed to adopt as they are likely to encroach or speil mrintenance.

#### APPENDIX 'C' TO ITEN HO. 2/95.

# DETAILS OF DON PARKS/GREENS

- 1. Name of Pack/Green:
- 2. 31-e/Area of Park/Green:
- 3. Hoture of ParkAireen t
- 4. Boundaries of Park/Green:
- North: South: East:

West:

 Other details of Parks/Greens like no. of trees, tube wells, structures etc.

ITEM No. 60/2006

Sub: Revival of Venbpiline on the scheme for maintenance and development of DDA Greens/ Parks by Private Developers and Corporate Bodies. File No. EM 5(2)09/VC/EZ(Dir.(H)N) Precis

Introduction L & Hack eraund

The Green areas at the Master Plan level, are under the control of DDA for development and maintenance. Even if the areas are de-natified, the green areas remain with the DDA. However, the green areas at culony level are handed over to the other ervic agencies along with the colonies after the development works are completed. The Mander Plan greens are developed as per the norms prescribed in the Master Plan and the fand use of each area is ennsidered while designing and planning the green areas.

DDA had earlier attempted a scheme of adoption of parks where maintenance of small parks at the neighborhood level, wattie islands green belts, play field etc. were given to private agencies for upkeep and maintenance, where the agencies were permitted to put up their display board and the land ownership remained with DDA. The Authority vide its Resolution No. 2993 dated 21/1/95 had approved the maintenance and development of DDA greens /parks by private developers and big business houses for a period of 3 years on experimental basis. Accordingly brochure was published, according to which the agencies should full fill the

following criteria:-Well reputed societies and public institutions duly registered under the Societies Registeration Act.

Well reputed the business houses duly registered under the companies Act.

Public Sector Undertakings metaling Janks.

Autanomous Bodies

Public Trusts

Residents Welfare Association duly registered under the Societies Registration Act or under DDA Management and Disposal of Housing Estates Regulations 1968.

The Terms and conditions approved by Authority vide item No. 2/95 Dt. .20.01.95 is Annexed.

Ransons for 3. discontinuation of scheme

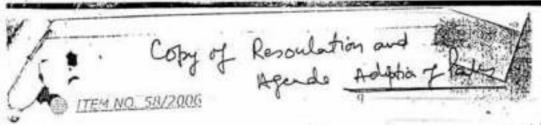
It was observed that the people adopting the parks started misusing the area for the purpose other than mentioned in the agreement. There was also an altempt to further engroach the land in the near vicinity and the general public was also not allowed to ruse the park. Therefore, the scheme was dropped discontinued.

of adinguian

- Luts of request are being received for adoption of park from different agencies. The earlier terfus and conditions have been reviewed and modified to overcome the problems faced by Horncolture Department
- Modified terms & conditions have been got veited by Legal, department which provides sufficient safeguard against missise and are placed at Appendix 'A' Page 29 to 32
  - A committee under the chairmanship of Engineer Member DDA will be formed, for verifying the credentials of reputed Societies, Public Institutions, NGOs, Big Corporate Houses and RWAs before allowing them to adopt the park, the size and type of the park, it was further decided in the meeting that nu park he allowed to be adopted by schools in the near by
    - The detailed proforms and description of DDA precus, parks to be allowed to the approved agency for its maintenance is placed at Appendix 'II' Page - 33

The matter is placed before the Authority for its consideration

RESOLUTION



Sul: Departmental proceedings against Shri N C Gupta, CE (Retd.)
(Date of Retirement 31.12.2004)
F.27(58)2001/EE(Vig.)III/DDA

Proposals contained in the agenda item were approved by the Authority.

### ITEM NO. 59/2006

Sub: Amendments in the Recruitment Regulations in respect of Group
'C' Categories of Senior Stenographers, LDC-cum-Typist (Hindi/
English), Upper Division Clerks, Assistants, Welfare/Personal
English), Upper Division Clerks, Assistants, Welfare/Personal
Inspectors, Manager (Sports), Assistant Manager (Sports),
Games Supervisor and Games Attendants in DDA.
F.6(15)2000/PB-III/RR's

Proposals contained in the agenda item were approved by the Authority.

### 1000 Banga 12005

Sub: Revival of Magazia and Pairks scheme for maintenance and development of DDA Greens/Parks by Private Developers and Corporate Bodies.

EM.5(2)89/VC/EZ(Dir.(H)N)

The LG advised that specific parks should be identified for the purpose. He suggested that to start with a pilot project should be implemented. The LG expressed apprehension at poor enforcement and advised that the parks should be given only to the Public Sector Undertakings or to the reputed NGOs.

of 'forest' should not be given. He suggested that registered RIVAs should also be allowed to adopt the parks. Shri Kasana expressed apprehension that agencies adopting the parks may not have easy access to the availability of water which aspect must be tied up before hand. He advised that all the agencies must be directed to ensure proper water-harvesting.

APPENDIN N

Modified Terms and Conditions for maintenance and development of parks/greens belonging to Delhi Development Authority.

- That the voluntary agency shall develop and maintain the said DDA parks greens belonging to DDA to the satisfaction of VC/DDA, or any other officer empowered by him on his behalf as per the terms and conditions laid become under.
- That the voluntary agency shall not utilize or permit to be utilized the said parks/greens belonging to DDA for any other purpose whatsoever except toy maintain it as a green. The agency shall ensure that no encrosedment is made to take park.
- 3. That the ownership control, possession and supervision of said DDA parks greens shall remain with DDA and the voluntary agency will only have the right to display its name for the purpose of advertisement on a small board of the sace as approved by the VC, DDA or any other Officer empowered by hum on his helialf and the number of such boards shall be fixed on the basis of the sace of park/green and the decision of the VC or any other officer empowered by hum on his helialf shall be final. The inscription on the board shall be approved by the VC or any other officer empowered by him on his behalf.
- 4. The voluntary agency shall not have any right, title or interest in the preencies said DDA park nor shall it be deemed to have possession or be considered as being conferred with any right, title or interest in respect of over in or upon the and greeneries parks except the permission to maintain and develop the said park/green for a specified period/
- That the voluntary agency shall prominently display that the said DDA park is a DDA park/green. The fact that the park/green has been permitted to maintain by the concerned agency can be displayed at the specified place in the main portion.
- That the voluntary agency shall bear the entire costs and expenses on the development and maintenance of the said DDA park/green/as described in "Red" in the site plan enclosed herewith and described at the bottom of this Agreement.
- 7. The voluntary agency shall be solely responsible for keeping the said DDA park green, in note and healthy condition to the satisfaction of VC/DDA or any other officer empower by him on his behalf and agency should/permit park / green for a holding marriage and functions etc.
- That the said DDA park /green shall be open to the general public without any restraint/entry fee or prohibition whatsoever. The voluntary agency shall use the



land of the DDA parkegreen only for development and maintenance of the parkegreen and shall not transfer the maintenance and development at the parkegreens to any other person, society, company, department, organization element the agency shall not enter into sub-agreement for maintenance elements.

That the vulnutary agency shall enter into an agreement for maintenance of the development of the said DDA park/green with DDA and the cost thereof shall be borne by the vulnuary agency.

This agreement is initially for a period of 3 years, which can be extended further, at discretion of the Committee after looking at their performance.

- That in the event of termination of Agreement prior to agreed period or on expiry of period of this agreement for maintenance and development to the said DDA park/green, all assets (moveable and immovable) lock, stock, and barrel etc. shall vest with DDA.
- That the voluntary agency shall not remove or cut any plant, tree etc. including unity other item from the said DDA park.
- 12. That the voluntary agency shall not erect, construct or put any sort of spricing movable or immovable; temporary or permanent or semi-permanent without distributed consent of VC, DDA or any other officer empowered by him on his belief written consent of VC, DDA or any other officer empowered by him on his belief or the purpose of maintenance and development of the said DDA park given.
- That in case the voluntary agency wants to leastalt any tube well, pipeline con-tovoluntary agency shall not do so without the written permission of the YU. In or any other officer empowered by him on his behalf and the expenses there shall be Jame by the voluntary agency itself and the voluntary agency shall claim anythioney, compensation or loss for the same at the time of expiry of elaim anythioney, compensation or loss for the same and the same shall become agreement as referred to in para 9 here-in-above and the same shall become property of DDA.
  - 14. That the educatry agency shall also bear and pay the electric and other experience for running or operating the tube-well etc. directly to the authorities concerns the name of the DDA.
  - That in case of any breach or violation of any terms and conditions of Agreement for the maintenance and development of the said parkagree agreement shall stand terminated and the decision of VC. DDA or any officer empowered by him on his behalf shall be final However, belomination of termination proceedings the voluntary agency would be given entire notice.

- - That the voluntary agency shall not be entitled to allow any other person to develop the pack/green or any part thereof. Even in the event of winding up of the voluntary agency or voluntary agency becoming insolvent or dissolved, it it is a partnership firm/exhipany, the Agreement for Mannenance and Development of park/green shall stand terminated automatically and the transferces or assignees etc. of the voluntary agency shall not be entitled to continue with the development and maintenance of the said DDA park/green and shall not claim any right tric in interest in the said park/green.
  - 17. That the voluntary agency shall be responsible for all damages or loss of property of the said DDA park/green due to the reasons for which it or its servant and directly responsible and shall be tiable to make good any loss or damages that may be satisfied by DDA except those due to normal wear and tear or such as may be satisfied by storias, carthquake or any other natural calamity beyond its control caused by storias, carthquake or any other person enpowered by him on his behalf with regard to the extent and quantum of compensation to be paid to the DDA shall be final and hinding upon the voluntary agency.
  - That all dispute and differences arising out of or in any way touching or concerning the agreement, regarding maintenance and development of 1915, park/green otherwise herein before provided for shall be referred to said printration of VC. DDA or his nontinee. There will be no objection to any said apparatment, that the arbitrator, so appointed is a government servant or that he had to deal with the matter of which this indenture refers and that during the course of his duties as such Govt, servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.
  - 19. That the voluntary agency shall also abide by all the instructions and orders issued by DDA to a from time to time.
  - 20. That in case the voluntary agency wants permission to develop and maintain only a part of the said DDA park/green, then it shall not have any separate entry thereof.
  - 21. The security deposit from the voluntary agency may be taken in demand draft/pay order/in the form of Bank Guarantee to be decided by the committee and shall be refunded on expiry of the period. In case of any damage or on termination of the Agreement, security shall be forfeited.
  - 22. That the voluntary agency shall not use the flowers or any other fruit, plants etc. for sale for any commercial use and responsibility of agency to keep the park green from all eneroachments/misuse etc.
  - That the DDA will not be responsible or liable for paying any compensation or danlages to the voluntary agency mease of any loss caused by theft, fire, and

natural calabilities, work or for any other region whitesoever. The trive shall also be free to remove or clean the land from all the features exerted by the agency or tenunation of the agreement.

- 24. That the DDA shall have no liability (civil or criminal) in respect of now claim so any third person against the voluntary agency in connection with the development and maintenance of the said DDA park / green.
- 25. That the DDA shall have the right to past its clawkidars/supervisors in the said 100A park I green at their discretion and its officers or authorized representatives shall have necess to it at all bouns in the said DDA park I green or any part thereof and the voluntary agency shall have no objection whatsoever for the same.
- 26. That the DDA shall be free to use the said DDA park t green for any purples, who soever and the voluntary agency shall not raise any objection to it on any ground whatsoever.
- The DDA shall be competent to dispose off or sell the nimber, trees and other forests, produce etc. of the said DDA park/green being the owner thereof.
- 28. That the stamp daty payable for the execution of the agreement of Klamichanes, and Development of the said DDA park / green shall be borne by the Columbus, agency and the DDA shall in no case be liable for the same.
- That the agency shall not use the park to entertain us customer and shall not put any chara/tables/stools/henches etc. for the use of their customer.
- 30. That the DDA shall be free to incorporate any other terms and conditions in the Agreement of the time of execution thereon for maintenance and development. Agreement of the time of execution thereon for maintenance and development of the said DDA park I green as may be considered desirable or necessary in the circumstances of each case.

### DETAILS OF DDA PARKS / GREENS

- L. Name of the Park / Greens
- 2. Size / Area of Park/ Greens
- 3. Nature of Park/ Greens
- d. Houndaries of Park / Green :

North

South

band

West

 Other details of Parks/ Greens line No. of trees, take wells structures etc. No. 45/2007 31.5.2007

Sub: Requisition for the modification in eligibility criteria of "Adoption of Parks" scheme for maintenance and development of DDA Greens/Parks by Private Developers and Corporate Bodies.

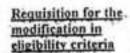
File No. PA/Dir(LS) 2007 Precis

### Introduction & Background

- The Agenda Item for the above mentioned subject was put up
  in the Authority Meeting held on 28.06.06 vide Item no. 60.

  During the presentation of the agenda, it was submitted that the
  following categories be entitled for adoption of park.
  - Well reputed societies and public institutions duly registered under the Societies Registration Act.
  - Well reputed big business houses duly registered under the companies Act.
  - · Public Sector Undertakings including Banks
  - · Autonomous Bodies
  - · Public Trusts
  - Residents Welfare Association duly registered under the Societies Registration Act or under DA Management and
     Disposal of Housing Estates Regulations 1968.
- However during the course of discussions and the final Resolution of the said agenda, it was advised that the parks should be given only to the Public Sector Undertakings or to the reputed NGOs.
- Accordingly, DDA had floated the scheme for the Adoption of Parks and Brochures were got printed with the Terms & conditions as approved in the Authority meeting and Eligibility criteria also specified only for Public Sector undertakings and reputed NGCs.

THE REAL PROPERTY.



The brochures were available at the Sale Counter at Vikas Sadan wherein 167 number of brochures (Up to 14.05.07) were sold and only 15 Organizations applied for Adoption of the Parks scheme. It was felt that the response was not too good and out of the 15 applications, 10 applications were received from NGO's running Educational Institutions also which were not likely to be approved as per the eligibility criteria.

The proposal is again put up for consideration of the Authority with the request that the earlier criteria for the eligibility may be reconsidered which includes the following:

- Well reputed societies and public institutions duly registered under the Societies Registration Act.
- Well reputed big business houses duly registered under the companies Act.

  A
- Public Sector Undertakings including Canks
- · Autonomous Bodies.
- · Public Trusts
- Residents Welfare Association duly registered under the Societies Registration Act or under DDA Management and Disposal of Housing Estates Regulations 1968.

The matter is placed before the Authority for its consideration.

RESOLUTION



- Shri Mahabal Mishra and Shri Jile Singh Chauhan pointed out that non-official members and prominent public personalities should also be appointed as members on these Boards so that the objections/suggestions given by the public are examined by neutral persons.
  - Director (DD), Ms. S. Chaturvedi pointed out that DDA may study whether more than one Board can be constituted. She suggested that seniority of the members should also be kept in view while finalizing the constitution of the Boards.
  - III) Chief Planner, NCR Planning Board pointed out that the Member Secretary, NCR Planning Board is generally senior to the Engineer Member/ Finance Member of DDA.
    - After detailed discussions, it was decided that two renowned Town Planners/Architects from outside DDA should also be associated with every Board.

In addition, the non-official Members viz., Shri Mahabal Mishra, Shri Jile Singh and Shri Mange Ram Garg shall be associated with one Board each. Shri Rajesh Gehlot and Shri Sudesh Kumar Bhasin will also be invited to the Board meetings when matters relating to their constituency are discussed. LG was authorized to take final decision in the entire matter.

Sub: Regulsitions for the medification trinsplication selections of TTEM NO. 45/2007 development of DDA Greens Pork Corporate Bodies. F. PA/DIr:(US)2007.

Shri Mahabal Mishra pointed quoi that detalled totros and conditions of ellotment should be brought before the Authority sto that there is transparency invalidament;

- Director (DD), Ms. S. Chatorvedissuggested that DDA unexi consider the Public Private Pattinipation anodel for ithe pusposes
- After detailed discussions, the Authority decided that the scope of the scheme should be expanded. It also decided that

every proposal should be brought before the Authority with complete details and with the terms and conditions of all others.

### ITEM NO. 46/2007

Sub: Penalty Relief Scheme-2007 F. 22(244)/2006-07/Cordn.(H)/A/cs

The proposals contained in the agenda item were approved by the Authority.

ITEM NO. 47/2007 Sub: Proposal for change of land use from 'Recreation' (District Park) to 'Residential' (Residential and Hostel Complex of Vardhman Mahavir Medical College at Raj Nagar, New Delhi F.16(1)89/MP.

The proposals contained in the agenda item were approved by the Authority.

Sub: Inclusion of Management Professionals under Professional ITEM NO. 48/2007 Activities (Mixed Use) in MPD-2021 - Amendment to the Master Plan. F.Dir/MPD-2021/2001/DDA.

Shri Mahabal Mishra pointed out that engineering graduates should also be included in the category of professionals. Shri A.K. Jain, Commissioner (Planning) Informed that this had already been done.

After detailed discussions, the proposals contained in the agenda item were approved by the Authority

### ITEM NO. 49/2007

from Sr. Stenographer Sub: Change of Designation Stenographer Grade-C (Personal Assistant). F.1(7)03/PB-III/Pt.

The proposals contained in the agenda Item were approved by the Authority.

The Authority decided to place on record the eminent leadership provided to the DDA by the outgoing Lt. Governor/Chairman DDA Shri B.L. Joshl. The Authority also

# DELIII DEVELOPMENT AUTHORITY

Dx 22 6.2007

Sub- AIN on the record discussions of the meeting of Delhi Development Notabilioniam 2335 Authority held on 31.5.07 at Rai Niwas

Ref .: F2(2)2007/MC/DDA/54 dt.15 6.07.

In this regard it is stated that a committee under the Chairmanship of Engineer Member with Zenal CE, Director(Hort.)N&S, Dir.(LS) has already been constituted to examine each and every case of allotment for edoption of parks. As regards bringing every proposal before the Authority with complete details and with terms & anditions of allotment is concerned it is brought out that this will be a lengthy process and will consume sufficient valuable time of the Hon'ble Members of the Authority. It is, therefore, requested that the existing procedure for allotment for

adoption of parks may be allowed to be continued. it is also brought to the knowledge of the Authority that 14 applications for edition of parks were received, one application was received twice and only 3 applications were from organizations other taun educational Societies where as 10 applications received were from various Educational & Welfare societies. After

scrutiny of the applications one park at Ashok Vihar Ph-III has already been altotted

to Yogi Divine Society for adoption.

This issues with the approval of EM.DDA.

E.O.I to EM

DD(P&C)/Consultant

St.PS to EM for kind infernation of the tatter. Pr.Commr-cum-Secretary for kind information. Chief Engineers EZNZ DWK.SEZSWZ.RZ.Elect

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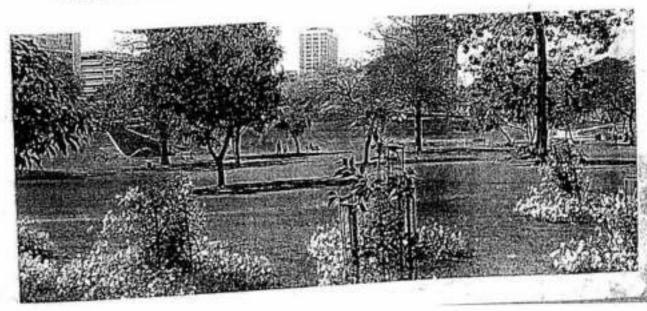
Director(Works),DDA. Director(Hort.) North & South. Lugici Haring John 3.

Director (Landscape)

E.O-1 10 EM

# Terms and Conditions for Maintenance and Development of Parks/Greens belonging to the Delhi Development Authority

- That the voluntary agency shall develop and maintain the said DDA parks/greens belonging to DDA to the satisfaction of VC/DDA or any other officer empowered by him on his behalf as per the terms and conditions laid herein under.
- That the voluntary agency shall not utilize or permit to be utilized the said parks/greens belonging to DDA for any other purpose whatsoever except to maintain it as a green. The agency shall ensure that no encroachment is made in the park.
- 3. That the ownership control, possession and supervision of said DDA parks green shall remain with DDA and the voluntary agency will only have the right to display its name for the purpose of advertisement on a small board of the size as approved by the VC, DDA or any other Officer empowered by him on his behalf and the number of such boards shall be fixed on the basis of the size of park/green and the decision of the VC or any other officer empowered by him on his behalf shall be final. The inscription on the board shall be approved by the VC or any other officer empowered by him on his behalf.
  - 4. The voluntary agency shall not have any right, title or interest in the greeneries said DDA park nor shall it be deemed to have possession or be considered as being conferred with any right, title or interest in respect of over in or upon the said greeneries parks except the permission to maintain and develop the said park/green for a specified period.
  - 5. That the voluntary agency shall prominently display that the said DDA park is a DDA park/green. The fact that the park/green has been permitted to maintain by the concerned agency can be displayed at the specified place in the main portion.
  - That the voluntary agency shall bear the entire costs and expenses on the development and maintenance of the said DDA park/green.





- 7. The voluntary agency shall be solely responsible for keeping the said DDA park/ green, in neat and healthy condition to the satisfaction of VC/DDA or any other officer empower by him on his behalf and agency should not permit park/green for holding marriage and functions etc.
- 8. That the said DDA park/green shall be open to the general public without any restraint/entry fee or prohibition whatsoever. The voluntary agency shall use the land of the DDA park/green only for development and maintenance of the park/green and shall not transfer the maintenance and development of the park/greens to any other person, society, company, department, organization etc. and the agency shall not enter into sub-agreement for maintenance etc. with others.
- That the voluntary agency shall enter into an agreement for maintenance and development of the said DDA park/green with DDA and the cost thereof shall be borne by the voluntary agency.

This agreement is initially for a period of 3 years, which can be extended further at discretion of the Committee after looking at their performance.

That in the event of termination of agreement prior to agreed period or on expiry of period of this agreement for maintenance and development to the said DDA park/green, all assets (moveable and immovable) lock, stocks, and barrel etc. shall vest with DDA.

- 11. That the voluntary agency shall not remove or cut any plant, tree etc. including any other item from the said DDA park.
- 12. That the voluntary agency shall not erect, construct or put any sort of structure, movable or immovable, temporary or permanent or semi-permanent without the written consent of VC, DDA or any other officer empowered by him on his behalf for the purpose of maintenance and development of the said DDA park/green.
- That in case the voluntary agency wants to install any tube well, pipeline, etc. the voluntary agency shall not do so without the written permission of the



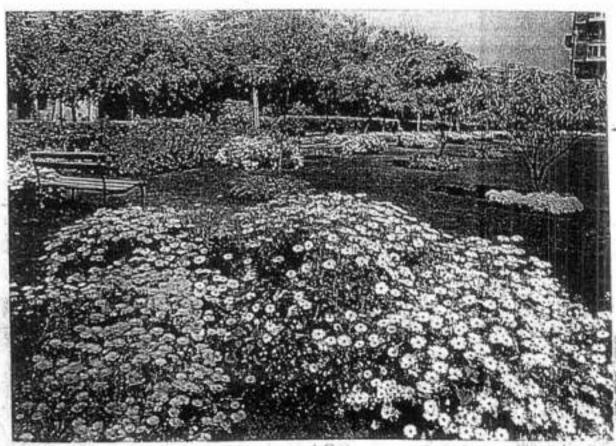
VC, DDA or any other officer empowered by him on his behalf and expenses there of shall be borne by the voluntary agency itself and the voluntary agency shall not claim any money, compensation or loss for the same at the time of expiry of the agreement as referred to in para 9 here-in-above and the same shall become the property of DDA.

- 14. That the voluntary agency shall also bear and pay the electric and other expenses for running or operating the tube-well etc. directly to the authorities concerned in the name of the DDA.
- That in case of any breach or violation of any terms and conditions of this Agreement for the maintenance and development of the said park/green, the agreement shall stand terminated and the decision of VC, DDA or any other officer empowered by him on his behalf shall be final. However, before the initiation of termination proceedings the voluntary agency would be given show cause notice.

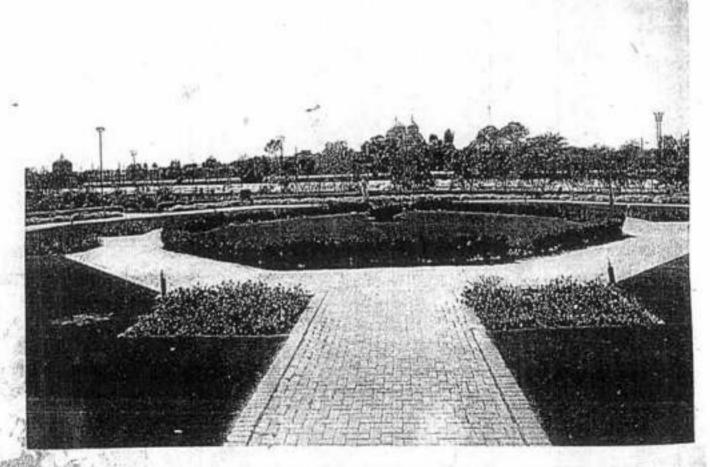
- 16. That the voluntary agency shall not be entitled to allow any other person to develop the park/green or any part thereof. Even in the event of winding up of the voluntary agency or voluntary agency becoming insolvent or dissolved, if it is a partnership firm/company, the Agreement for Maintenance and Development of park/green shall stand terminated automatically and the transferees or assignees etc. of the voluntary agency shall not be entitled to continue with the development and maintenance of the said DDA park/green and shall not claim any right title or interest in the said park/green.
- 17. That the voluntary agency shall be responsible for all damages or loss of property of the said DDA park/green due to the reasons for which it or its servant are directly responsible and shall be liable to make good any loss or damages that may be sustained by DDA except those due to normal wear and tear or such as caused by storms, earthquake or any other natural calamity beyond its control. The decision of the VC, DDA or any other person empowered by him on his behalf with regard to the extent and quantum of compensation to be paid to the DDA shall be final and binding upon the voluntary agency.
- 18. That all dispute and differences arising out of or in any way touching or concerning the agreement, regarding maintenance and development of DDA park/green otherwise herein before provided for shall be referred to sole arbitration of VC, DDA or his nominee. There will be no objection to any such appointment, that the arbitrator so appointed is a government servant or that he had to deal with the matter of which this indenture refers and that during the course of his duties as such Govt. servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.



- 19. That the voluntary agency shall also abide by all the instructions and order issued by DDA to it from time to time.
- That in case the voluntary agency wants permission to develop and maintain only a part of the said DDA park/green, then it shall not have any separate entry thereof.
- 21. The security deposit from the voluntary agency may be taken in demand draft/pay order/ in the form of Bank Guarantee to be decided by the committee and shall be refunded on expiry of the period. In case of any damage or on termination of the Agreement, security shall be forfeited.
- That the voluntary agency shall not use the flowers or any other fruit, plants etc. for sale for any commercial use and responsibility of agency to keep the park green from all encroachments/misuse etc.
- 23. That the DDA will not be responsible or liable for paying any compensation or damages to the voluntary agency incase of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The DDA shall also be free to remove or clean the land from all the features created by the agency on termination of the agreement.
- 24. That the DDA shall have no liability (civil or criminal) in respect of any claim of any third person against the voluntary agency in connection with the development and maintenance of the said DDA park/green.



- 25. That the DDA shall have the right to post its chowkidars/supervisors in the said DDA park/green at their discretion and its officers or authorized representatives shall have access to it at all hours to the said DDA park/green or any part thereof and the voluntary agency shall have no objection whatsoever for the same.
- That the DDA shall be free to use the said DDA park/green for any purpose whatsoever and the voluntary agency shall not raise any objection to it on any ground whatsoever.
- The DDA shall be competent to dispose off or sell the timber, trees and other forests, produce etc. of the said DDA park/green being the owner thereof.
- 28. That the stamp duty payable for the execution of the agreement of Maintenance and Development of the said DDA park/green shall be borne by the voluntary agency and the DDA shall in no case be liable for the same.
- That the agency shall not use the park to entertain its customer and shall not put any chairs/tables/stools/benches etc. for the use of their customer.
- 30. That the DDA shall be free to incorporate any other terms and conditions in the Agreement at the time of execution thereon for maintenance and development of the said DDA park/green as may be considered desirable or necessary in the circumstances of each case.



# F. PA/AC/LS/2014 DOA/187

Sub: Modification in the terms & conditions of "Adoption of Parks" scheme for maintenance and development of DDA Green/ Parks by Private Developers and Corporate Bodies.

### (1) Introduction & Background:

- 1.1 The Green area at the Master Plan level is under the control of DDA for development and maintenance. Even if the areas are de-notified, the green areas as per policy remain with the DDA. However, the areas at the colony level are handed over to the other civic agencies along with the colonies after the development works are completed. The Master Plan greens are developed as per the norms prescribed in the Master Plan and the land use of each area is considered while designing and planning the green areas.
- DDA had earlier attempted a scheme of "Adoption of Parks" where maintenance of small parks at the neighbourhood level, traffic islands green belts, play field etc. were given to private agencies for upkeep and maintenance, where the adopting agency was permitted to put up their display board and the land ownership remained with DDA. The Authority vide its resolution No. 2/95 dated 21.01.1995 (Annexure-1) had approved the maintenance and development of DDA greens/ parks by private developers and big business houses for a period of 3 years on experimental basis. Due to certain misuse by the people adopting parks, the scheme was proposed to be discontinued.
- 1.3 The scheme was revived with modified terms and conditions which were also vetted by Legal Department in 2006 vide item No. 60/2006 (Annexure-2).
- 1.4 Modified terms & conditions as per Legal Department are as per below:
- First of all, Department should provide / check exact measurement / location of the park.
   It should also specify state condition in which it wants to be incorporated in the proposed Agreement.
- That the voluntary agency shall not remove cut any plant, tree etc. including any other item from the Park.
- That in case of any breach or violation of any terms and conditions of Agreement for the
  maintenance and development of park. / green the agreement shall stand terminated after
  issue of show cause notice and the decision of VC, DDA or any other officer empowered
  by him in this behalf shall be final.
- That in case the voluntary agency wants permission to develop and maintain only a part
  of DDA park / green, then it shall not have any separate entry thereof.
- That the DDA shall have the right to keep its chowkidars in the park/green and its
  officers or authorised representatives shall have access to it at all hours to the said
  park/green or any part thereof and the voluntary agency shall have no objection
  whatsoever for the same.

- That the voluntary agency shall not use the flowers or any other fruit, plants etc. for sale
  or for any commercial use and it shall be the responsibility of agency to keep park free
  from all encroachments/misuse etc.
- That the agency shall not use the park to entertain its customers and shall not put any
  chairs, tables, stools, bench etc. for the use of their customers.
- 1.5 It provided sufficient safeguard against misuse. As per the decision of the Authority, a Committee was constituted under the Chairmanship of EM/DDA consisting of Concerned CE, Dir. (Hort.) CAO & Dir. (LS) to deal with the cases, for verifying the credentials of reputed Societies, public Institutions, NGO's Big Corporate Houses and RWA's before allowing them to adopt the park, the size and type of the park.
- 1.6 Because of the poor response in the eligibility criteria which allowed only public sector undertakings and reputed NGO's the proposal was again put up for consideration of the Authority with the request that the criteria of the eligibility may be reconsidered in the Authority meeting held on 31.05.07 vide item No. 45 (Annexure-3):
- Well reputed societies and public institutions duly registered under the Societies Registration Act.
- Well reputed big business houses duly registered under the Companies Act
- Public Sector Undertakings including Banks
- Autonomous bodies
- Public Trusts
- Residents Welfare Associations duly registered under the Societies Registration Act or under DDA Management and Disposal of Housing Estates Regulations, 1968.
- 1.7 It was further decided that it may not be necessary to bring up each and every case before the Authority for approval, as the guidelines are very clear and that Committee under the E.M. DDA should consider these cases for a decision. The new guidelines proposed that a deposit of Rs 1 lakh per hac. from the adopting agency be deposited as a security money.

### (2) Examination:

- 2.1 In all 124 applications have been received over the years for adoption of parks, out of which 38 have been approved and 66 rejected and 20 are in process. Rejections are mainly due to park being
- (i) Prone to encroachments
- (ii) Part of ridge/river/biodiversity park
- (iii) Ownership not with DDA
- (iv) Incomplete information from applicants
- 2.2 Of the 38 parks, 4 adopted so far are with RWA's, 4 with religious organizations, 19 to academic institutions, 12 with others (of these corporate are 4/ some are clubs).
- 2.3 It has been observed that the response for adoption of parks has not been very encouraging. The parks already adopted were mostly by school / educational institute, but there is no major corporate sector offering for adoption of parks. Therefore, we decided that a revised policy may be framed so that more corporate houses/ public

sectors/ RWA's are involved in the process. He emphasized the guidelines should be such that more and more parks be adopted for proper maintenance by public private partnership.

### (3) Public Notice:

Vice Chairman DDA directed that public notice to be put up in the newspaper for suggestions/ views regarding a new policy being formulated for "Adoption of Parks" by DDA with full participation of the nearby residents / users of the parks. As per this policy it is proposed to allow adoption of DDA parks (5 acres and more) to resident's welfare associations, corporate/ industrial houses, NGO's and neighbourhood residents. The copy of public notice is placed at Annexure-4.

### (3.1) Public Suggestions:

In all 45 applications have been received, as suggestion most of the applications are from institutional, <u>RWA's advertisement field</u>. Out of total 45, 40 applicants are in favour of the proposed Scheme as per the advertisement. The main suggestions are as per below:

- Few of them keen to take up as corporate social responsibility & where as others have desired the period of adoption be extended for 7 to 15 years.
- The electricity & water bill to be bome by DDA.
- Dedicated play area, yoga classes, event management programme desired.
- It would be appropriate not to allow any commercial activity/ies of any kind which would lead to misuse, encroachments and litigations.
- 3.2 The compilation of the suggestions of the applicants is placed at Annexure-5.

### (4) Modification in the existing policy:

- 4.1 In view of the above, the following modifications are proposed for 'adoption of parks' scheme for DDA parks:-
- Now as per policy, parks upto 3 acres are in the process of handing over to MCD. So all
  parks of 3 acres and above will be open to this scheme.
- The agreement will be initially for a period of 5 years, which can be extended further
  in installment of 3 years at discretion of the Committee after looking at their
  performance.
- The water & electricity charges will be borne by DDA upto a certain ceiling as per MCD Scheme for Adoption of Park.
- The parks will have the following features which will help in revenue generation for the maintenance of the parks.
- Permission to put up eco-friendly kiosks for selling packed healthy and nutritious food items, newspapers, books, magazine etc.
- (b) Florist shops for sale of flowers and plants.
- (c) Park's corner for setting up of plant nursery for sale of seedlings etc.
- (d) Parks furniture for branding and publicity purpose.
- (c) Permission to put up hoardings at feasible points on the boundary wall for publicity.
- (f) Advertising spaces on public utilities like toilets.
- (g) To organize flower shows

- The adopting agency / individual will have the right to lease the shops and kiosks and will have all the above mentioned advertising rights for revenue generation.
- The agency adopting the park will have to ensure upkeep of civil, electrical, horticultural
  and public utilities. The upkeep of park would be reviewed twice in a year through 3<sup>rd</sup>
  party / independent agency.
- Incentives be given to agencies maintaining parks in good condition by extending period of adoption.
- Competition be organized amongst adopting agencies zone wise for motivation.
- The MOU / agreement will be terminated after giving one month's notice by DDA if the feedback from public especially walkers association is not favourable.

### (5) Recommendations:

The above proposal as put up in the para (4) titled "modifications in the existing policy" be approved to facilitate public participation and corporate sector at large for better upkeep and maintenance of parks.

The other terms and conditions as already approved by Authority in 2007 for this scheme remains the same except in the paras as shown in the comparative chart placed below where modified terms and conditions have been highlighted:

Terms and Conditions for "Adoption of Park" scheme of Delhi Development Authority

S.No.	(vide Authority in 2007	Modified Terms and Conditions for "Adoption of Park"
1.	That the voluntary agency shall develop and maintain the said DDA parks/ greens belonging to DDA to the satisfaction of VC/DDA or any other officer empowered by him on his behalf as per the terms and conditions laid herein under.	Same
2.	That the voluntary agency shall not utilize or permit to be utilized the said parks/ greens belonging to DDA for any other purpose whatsoever except to maintain it as a green. The agency shall ensure that no encroachment is made in the park.	Same
3.	That the ownership control, possession and supervision of said DDA parks green shall remain with DDA and the voluntary agency will only have the right to display its name for the purpose of advertisement on a small board of the size as approved by the VC, DDA or any other officer empowered by him on his behalf and the number of such boards shall be fixed on the basis of the size of park/green and the decision of the VC or any other officer empowered by him on his behalf shall be final. The inscription on the board shall be approved by the VC or any other officer empowered by him on his behalf.	<ul> <li>Permission to put up hoarding for publicity.</li> <li>Advertising rights on public utilities like toilets.</li> </ul>

11.	That the voluntary agency shall not remove or cut any plant, tree etc. including any other item from the said DDA park	Same	
10.	That in the event of termination of agreement prior to agreed period or on expiry of period of this agreement for maintenance and development to the said DDA park/green, all aidds (moveable and immovable) lock, stocks, and barrel etc. shall vest with DDA.	Same	
	That the voluntary agency shall enter into an agreement for maintenance and development of the said DDA park/green with DDA and the cost thereof shall be borne by the voluntary agency.  This agreement will be initially for a period of 3 years, which can be extended further at discretion of the committee after looking at their performance.	can be extended further in instalment of 3 years at discretion of the committee	
gar e nar ar	That the said DDA park/green shall be open to the general public without any restraint/ entry fee or prohibition whatsoever. The voluntary agency shall use the land of the DDA park/green only for development and maintenance of the park/green and shall not transfer the maintenance and development of the park/greens to any other person, society, company, department, organization etc. and the agency shall not enter into subagreement for maintenance etc. with others.	Same	
	The voluntary agency shall be solely responsible for keeping the said DDA park/green, in neat and healthy condition to the satisfaction of VC/DDA or any other officer empower by him on his behalf and agency should not permit park/green for holding marriage and functions etc.	Permission to organize flower show	
	That the voluntary agency shall bear the entire costs and expenses on the development and maintenance of the, said DDA park/green.	Same	
	That the voluntary agency shall prominently display that the said DDA Park is a DDA park/green. The fact that the park/green has been permitted to maintain by the concerned agency can be displayed at the specified place in the main portion.	Same	
	The voluntary agency shall not have any right, title or interest in the greeneries said DDA park nor shall it be deemed to have possession or be considered as being conferred with any right, title or interest in respect of over in or upon the said greeneries parks except the permission to maintain and develop the said park/green for a specified period.	. Same	

13.	That the voluntary agency shall not erect, construct or pany sort of structure, movable or immovable, temporar or permanent or semi-permanent without the writted consent of VC., DDA or any other officer empowered behim on his behalf for the purpose of maintenance and development of the said DDA park/green.	to erect/construct.  Eco-friendly kiosks.  Plant nursery for sale of plants & garden products.  Parks furniture for branding and publicity purpose.
14,	tube well, pipeline, etc. The voluntary agency shall not do so without the written permission of the VC, DDA or any other empowered by him on his behalf and expenses there of shall be borne by the voluntary agency itself and the voluntary agency shall not claim any money, compensation or loss for the same at the time of expiry of the agreement as referred to in para 9 here-in-above and the same shall become the	Same
15.	electric and other expenses for running or operating the tube-well etc. directly to the authorities concerned in the name of the DDA.  That in case of any breach or violation of any terms and conditions of this agreement for the maintenance and development of the said park/green, the agreement shall stand terminated and the decision of VC, DDA or any other officer empowered by him on his behalf shall be final. However, before the initiation of termination proceedings the voluntary agency would be given show cause notice.	The water & electricity charges will be borne by DDA up to a certain ceiling as per MCD Scheme for Adoption of park.  In case of violation of terms and conditions, notice for immediate termination to be issued.
6	That the voluntary agency shall not be entitled to allow any other person to develop the park/ green or any part thereof. Even in the event of winding up to the voluntary agency or voluntary agency becoming insolvent or dissolved, if it is a partnership firm/ company, the Agreement for Maintenance and Development of park/green shall stand terminated automatically and the transferees or assignees etc. of the voluntary agency shall not be entitled to continue with the development and maintenance of the said DDA park/green and shall not claim any right title or interest in the said park/green.	Same
	That the voluntary agency shall be responsible for all damages or loss of property of the said DDA park/green. due to the reasons for which it or its servant are directly responsible and shall be liable to make good any loss or damages that may be sustained by DDA except those due to normal wear and tear or such as caused by storms, earthquake or any other natural calamity beyond its control. The decision of the VC, DDA or any other	Same

	person empowered by him on his behalf with regard to the extent and quantum of compensation to be paid to the DDA shall be final and binding upon the voluntary		
8.	agency.  That all dispute and difference arising out of or in any way touching or concerning the agreement, regarding maintenance and development of DDA park/green otherwise herein before provided for shall be referred to sole arbitration of VC, DDA or his nominee. These will be no objection to any such appointment, that the arbitrator so appointed is a government servant or that he had to deal with the matter of which this indenture refers and that during the course of his duties as such Govt, servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.  That the voluntary agency shall also abide by all the		Same
19.	instructions and order issued by DDA to it		Same
20.	That in case the voluntary agency wants permission to develop and maintain only a part of the said DDA park/green, then it shall not have any separate entry		Same
21.	The security deposit from the voluntary agency may be taken in demand draft/ pay order/ in the form of Bank Guarantee to be decided by the committee and shall be refunded on expiry of the period. In case of any damage or on termination of the Agreement, security shall be		
22.	That the voluntary agency shall not use the nowers of any other fruit, plants etc. for sale for any commercial use and responsibility of agency to keep the park green		Same
23.	That the DDA will not be responsible of habit to paying any compensation or damages to the voluntary agency in case of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The DDA shall also be free to remove or clean the land from all the features created by the agency on termination of		Same
24.	the agreement.  That the DDA shall have no liability (civil or criminal) in respect of any claim of third person against the voluntary agency in connection with the development and maintenance of the said DDA park/ green.	1	Same
25.	to the shall have the fight to post in	d e	Same

	voluntary agency shall have no objection whatsoever for the same.	
26.	That the DDA shall be free to use the said DDA park/green for any purpose whatsoever and the voluntary, agency shall not raise any objection to it on any ground whatsoever.	Same
27.	The DDA shall be competent to dispose off or sell the timber, trees and other forests, produce etc. of the said DDA park/green being the owner thereof.	Same
28.	That the stamp duty payable for the execution of the agreement of Maintenance and Development of the said DDA park/green shall be borne by the voluntary agency and the DDA shall in no case be liable for the same.	Same
29.	That the agency shall not use the park to entertain its customer and shall not put any chairs/tables/stools/benches etc. for the use of their customer.	The agency can have the following features in park which will help in revenue generation for the maintenance of the parks.  • Kiosks for selling packed healthy and nutritious food itents, newspapers, books, florist shops, flowers and plants.  • Setting up of plant nursery for sale of seedlings etc.  • Parks furniture for branding and publicity purpose.
30.	That the DDA shall be free to incorporate any other terms and conditions in the agreement at the time of execution thereon for maintenance and development of the said DDA park/ green as may be considered desirable or necessary in the circumstances of each case.	a year through 3rd party/

The matter is placed before the Authority for its consideration and approval.

### RESOLUTION



### Item No. 177/2014:

Modification in the terms & conditions of "Adoption of Parks" scheme for maintenance and development of DDA Green/Parks by Private Developers and Corporate Bodies.

F.PA/AC/LS/2014/DDA/187

The proposal contained in the agenda item was approved with the following observations:-

- i) Initially 50 parks on an experimental basis will be given to the interested corporate bodies/RWAs etc. for a period of one year after which time their performance will be reviewed.
- Later, this scheme will be extended to other parks on such terms and conditions that apply as per policy on the adoption of parks.
- iii) A proper Service Level Agreement (SLA) should be drafted for which the Legal Department of DDA to examine the terms and conditions of the agreement of PWD for the maintenance of the public green near AIIMS. The SLA should incorporate an exit clause also.
- iv) Large parks should preferably be given only to companies/corporate bodies with a minimum specified turnover which needs to be clearly decided. RWAs should be given parks for maintenance only within their complex.
- v) This policy shall not apply to religious organizations.
- vi) Commercial activities including marriages will not be permitted. Cultural activities can be considered for use.
- vii) Electricity and water bills to be paid by DDA where parks are adopted by RWAs. Commercial organizations shall not be exempted from such payment.

viii) After completion or the term, onless complaints are received as a maintenance etc. the contract will be automatically renewed for a period of years.



### Item No. 178/2014:

Unified Centre for Rejuvenation of River Yamuna (Restoration & Beautification).
F.PA/AC/LS/DDA/2014/172

Commissioners of all the three municipal corporations will be included as members of the Governing Body of the Unified Centre for Rejuvenation of River Yamuna (UCRRY).

The proposals contained in the agenda item were approved.

### Item No. 179/2014:

Amendments in the Recruitment Regulation for various posts of the Revenue Cadre in Delhi Development Authority.

F.7(135)/2010/PB-I

The proposal contained in the agenda item was approved with the following directions:-

- DOPT guidelines should be adhered to while amending Recruitment Regulations for all Cadres.
- The same condition as at (i) above will apply for the Revenue Cadre.

### Item No. 180/2014:

Modification in the Layout Plan of "Facility cum Commercial Centre & Housing Complex at Geeta Colony".

F.3(104)98/MP/Pt.-I (Part file)

The proposal contained in the agenda item was approved subject to the condition that prior clearance of the Fire Department will be obtained.

# TERMS AND CONDITIONS FOR MAINTENANCE AND DEVELOPMENT OF PARKS/GREENS BELONGING TO THE DELHI DEVELOPMENT AUTHORITY

- That the voluntary agency shall develop and maintain the said DDA parks/ greens belonging to DDA to the satisfaction of VC/DDA or any other officer empowered by him on his behalf as per the terms and conditions laid herein under.
- That the voluntary agency shall not utilize or permit to be utilized the said parks/ greens belonging to DDA for any other purpose whatsoever except to maintain it as a green. The agency shall ensure that no encroachment is made in the park.
- 3. The voluntary agency shall not have any right, title or interest in the greeneries said DDA park nor shall it be deemed to have possession or be considered as being conferred with any right, title or interest in respect of over in or upon the said greeneries parks except the permission to maintain and develop the said park/green for a specified period.
- 4. The ownership control, possession and supervision of said DDA parks green shall remain with DDA and the voluntary agency will only have the right to display its name for the purpose of advertisement on public utilities like toilets as approved by the VC, DDA or any other officer empowered by him on his behalf and the number of such boards/hoardings for publicity shall be fixed on the basis of the size of park/green and the decision of the VC or any other officer empowered by him on his behalf shall be final. The inscription on the board shall be approved by the VC or any other officer empowered by him on his behalf.
- The voluntary agency shall prominently display that the said DDA Park is a DDA park/green. The fact that the park/green has been permitted to maintain by the concerned agency can be displayed at the specified place in the main portion.
- That the voluntary agency shall bear the entire costs and expenses on the development and maintenance of the said DDA park/green.
- 7. The voluntary agency shall be solely responsible for keeping the said DDA park/green, in neat and healthy condition to the satisfaction of VC/DDA or any other officer empower by him on his behalf and agency should permit not permit to organize flower shows, music concerts and exhibitions in the park/green and shall not allow for holding marriage and functions etc.
- 8. That the said DDA park/green shall be open to the general public without any restraint/ entry fee or prohibition whatsoever. The voluntary agency shall use the land of the DDA park/green only for development and maintenance of the park/green and shall not transfer the maintenance and development of the park/greens to any other person, society, company, department, organization etc. and the agency shall not enter into subagreement for maintenance etc. with others.
- 9. That the voluntary agency shall enter into an agreement for maintenance and development of the said DDA park/green with DDA and the cost thereof shall be borne by the voluntary agency. This agreement will be initially for a period of 8 years, which can be extended further in instalment of 3 years at discretion of the committee after looking at their performance.

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- 10. That in the event of termination of agreement prior to agreed period or on expiry of period of this agreement for maintenance and development to the said DDA park/green, all assets (moveable and immovable) lock, stocks, and barrel etc. shall vest with DDA.
- 11. That the voluntary agency shall not remove or cut any plant, tree etc. including any other item from the said DDA Park.
- 12. That the voluntary agency is permitted to erect/construct: Eco-friendly kiosks, Plant nursery for sale of plants & garden products, Parks furniture for branding and publicity purpose, Or any other item with prior permission of VC, DDA. DDA or any other officer empowered by him on his behalf for the purpose of maintenance and development of the said DDA park/green.
- 13. That in case the voluntary agency wants to install any tube well, pipeline, etc. The voluntary agency shall not do so without the written permission of the VC, DDA or any other empowered by him on his behalf and expenses there of shall be borne by the voluntary agency itself and the voluntary agency shall not claim any money, compensation or loss for the same at the time of expiry of the agreement as referred to in para 9 here-in-above and the same shall become the property of DDA.
- 14. The water & electricity charges will be borne by DDA for the parks adopted by RWA'S whereas in case of corporate and other agencies having a turnover of 1000 crore the bill will be borne by the voluntary agency.
- 15. That in case of any breach or violation of any terms and conditions of this agreement for the maintenance and development of the said park/green, the notice for immediate termination to be issued and the agreement shall stand terminated and the decision of VC, DDA or any other officer empowered by him on his behalf shall be final.
- 16. That the voluntary agency shall also abide by all the instructions and order issued by DDA to it from time to time.
- 17. That the voluntary agency shall not be entitled to allow any other person to develop the park/ green or any part thereof. Even in the event of winding up to the voluntary agency or voluntary agency becoming insolvent or dissolved, if it is a partnership firm/ company, the Agreement for Maintenance and Development of park/green shall stand terminated automatically and the transferees or assignees etc. of the voluntary agency shall not be entitled to continue with the development and maintenance of the said DDA park/green and shall not claim any right title or interest in the said park/green.
- 18. That the voluntary agency shall be responsible for all damages or loss of property of the said DDA park/green due to the reasons for which it or its servant are directly responsible and shall be liable to make good any loss or damages that may be sustained by DDA except those due to normal wear and tear or such as caused by storms, earthquake or any other natural calamity beyond its control. The decision of the VC, DDA or any other person empowered by him on his behalf with regard to the extent and quantum of compensation to be paid to the DDA shall be final and binding upon the voluntary agency.
- 19. That all dispute and difference arising out of or in any way touching or concerning the agreement, regarding maintenance and development of DDA park/green otherwise herein before provided for shall be referred to sole arbitration of VC, DDA or his nominee. These will be no objection to any such appointment, that the arbitrator so

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appointed is a government servant or that he had to deal with the matter of which this indenture refers and that during the course of his duties as such Govt. servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.

- 20. That the DDA will not be responsible or liable for paying any compensation or damages to the voluntary agency in case of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The DDA shall also be free to remove or clean the land from all the features created by the agency on termination of the agreement.
- 21. That in case the voluntary agency wants permission to develop and maintain only a part of the said DDA park/green, and then it shall not have any separate entry thereof.
- 22. The security deposit from the voluntary agency to be taken in the form of Bank Guarantee to be decided by the committee and shall be refunded on expiry of the period. In case of any damage or on termination of the Agreement, security shall be forfeited...
- 23. That the voluntary agency shall not use the flowers or any other fruit, plants etc. for sale for any commercial use and responsibility of agency to keep the park green from all encroachments/ misuse etc.
- 24. That the DDA shall have no liability (civil or criminal) in respect of any claim of third person against the voluntary agency in connection with the development and maintenance of the said DDA park/ green.
- 25. That the DDA shall have the right to post its chowkidars/supervisors in the said DDA park/ green at their discretion and its officers or authorized representatives shall have access to it at all hours to the said DDA park/green or any part thereof and the voluntary agency shall have no objection whatsoever for the same.
- 26. That the DDA shall be free to use the said DDA park/green for any purpose whatsoever and the voluntary agency shall not raise any objection to it on any ground whatsoever.
- 27. The DDA shall be competent to dispose off or sell the timber, trees and other forests, produce etc. of the said DDA park/green being the owner thereof.
- 28. That the stamp duty payable for the execution of the agreement of Maintenance and Development of the said DDA park/green shall be borne by the voluntary agency and the DDA shall in no case be liable for the same.
- 29. That the agency shall not use the park to entertain its customer and shall not put any chairs/tables/ stools/ benches etc. for the use of their customer. The agency can have the following features in park which will help in revenue generation for the maintenance of the parks.
  - Kiosks for selling packed healthy and nutritious food items, newspapers, books, florist shops, flowers and plants.
  - Setting up of plant nursery for sale of seedlings etc.
  - Parks furniture for branding and publicity purpose.
- 30. DDA to take feedback twice in a year through 3<sup>rd</sup> party/ independent agency regarding maintenance status. DDA shall be free to incorporate any other terms and conditions in the agreement at the time of execution thereon for maintenance and development of the said DDA Park/ green as may be considered desirable or necessary in the circumstances of each case.

### Application form

1.	Name of the agency
	(Adopting the park)

2. Name of the park and Location

3. Category of the Green

a) Distt. Park

b) Community Park

c) NHP or any other

(Size of the Park)(in sq. mt. or ha.)

5. Boundaries of Park/Green

North : South : East : West :

6. Details of the Park

- a. Grill details
- b. Entry Gates No
- No. of trees
- d. Water source
- e. Length & Description of B/w
- 7. Tube well
- 8. Any other
  - a. Structures
  - b. No. of Benches
  - c. No. of dustbins
  - d. Any other Garden feature
  - e. No. of light fixture

Features/ facilities provided by agency to earn revenue for maintenance of park

- a. Kiosks
- b. Florist shop
- c. Plant Nursery
- d. Park furniture for advertisement
- e. Any other

10. Remarks



### **Delhi Development Authority**

## Adoption of Parks

Proposal for Development and Maintenance of DDA Greens by Voluntary Agencies

> Draft Policy Document 2018

> > www. dda.org.in

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- a. Annexure A Application Format
- b. Annexure B Terms and Conditions
- c. Annexure C Agreement Format
- d. Annexure D Service Level Agreement
- e. Annexure E List of Do's and Dont's

This brochure is available in the office of Director, Landscape, DDA, 11th floor, Vikas Minar, New Delhi-110002 or can be downloaded from the official website of the Delhi Development Authority, www.dda.org.in

### Policy Document

### "Adoption of Parks"

### 1.0 Introduction

The scheme envisages adoption of certain DDA greens by willing agencies for development, upkeep and maintenance, while the land ownership continues to rest with DDA.

### 2.0 Adoption Procedure

### 2.1 Submission of Proposal

Any agency willing to adopt a DDA green under this scheme may submit their proposal as per application format provided in *Annexure A*, along with the requisite supporting documents. The application may be submitted in the office of Director, Landscape, Landscape & Environmental Planning Department, 11th floor, Vikas Minar, New Delhi–110002

### 2.2 Examination by Horticulture Department

The application received in the office of Director, Landscape will be referred to Horticulture Department for status after a joint site inspection with the agency. The observation of the Horticulture Department along with information regarding landuse would be put up for the approval of the Competent Authority by Director, Landscape.

### 2.3 Authority Competent to Approve the Proposal

The proposal received in the office of Director, Landscape will be reviewed by a Committee constituted by VC, DDA. The proposed structure comprising the following:

- i. Principal Commissioner, Landscape and Horticulture Chairperson
- ii. Chief Engineer concerned
- iii. Additional Commissioner, Landscape
- iv. Director, Landscape Member, Secretary
- v. Director Horticulture concerned
- vi. Representative of Accounts Department
- vii. Representative of Legal Department

### 2.4 Eligibility of the Adopting Agency

- Large DDA parks are open for adoption by Registered Corporate Bodies and Companies registered under the Companies Act 2013
- Registered RWAs may adopt DDA parks within their own residential complex.
- Religious and educational institutions will not be considered as eligible for adoption.

### 2.5 Eligibility of DDA Greens Available for Adoption

All DDA parks, larger than 3 acres, are available for adoption as per the scheme.

### 2.6 Duration of Adoption

The park would be available for adoption initially for a period of 01 year, after which it will be extended further in installments of 01 year, based on 06 monthly reviews by the concerned Deputy Director, Horticulture, certified by concerned Director, Horticulture.

### 2.7 Monitoring Mechanism

06 monthly reviews will be conducted by the concerned Deputy Director, Horticulture and the inspection reports would be certified by the concerned Director, Horticulture. These bi annual report records would become the basis of agreement renewal when required. 2.8 Security Deposit

The Voluntary agency shall deposit interest free security amount in the form of demand draft/ pay order in the name of Delhi Development Authority. The security amount shall be refunded on expiry of the period of agreement. In case of any damage or termination of the agreement, the security amount shall be forfeited. The security amount shall be calculated as follows:

Up to 1 hectare

: Rs. 1.00 lac

I hectare to 10 hectare : Rs. 0.50 lac per hectare + 1.00 lac

More than 10 hectare : Rs. 0.25 lac per hectare + Rs. 5.50 lac

### 2.9 Facilities Permissible in the Adopted DDA Greens

- i. The Landscape proposal of the development of the DDA green to be adopted will be approved by the Committee. Besides the develop and maintenance of the park according to the approved proposal, the voluntary agency shall
  - Maintain the pathways, planters, tow walls tec.
  - Regularly remove garbage and other wastes.
  - Ensure no labor hutments or any other un-wanted structure is permitted.
  - Provide dustbins, drinking water and toilets facilities as per approval.
  - Ensure cleaning and maintenance of toilets as per approved schedule.
  - Install 01 unit open multi gymnasium as per approval.
  - Provide park furniture @01 shelter/05 acres, 06 benches/ acre and 04 dustbin/ acre as per approved sample.
- ii. The agency is permitted to use the installed dustbins, toilets, open multi gymnasium, park furniture for the purpose of publicity or advertisement after due approval of from the Committee
- iii. The agency should not permit the adopted DDA park to be used for holding marriages, functions, etc.
- iv. The agency is permitted to use the adopted DDA Park for organizing flower shows and cultural functions with the prior approval of the Committee for a maximum period of 20 days in a year.
- v. In case the agency wants to install infrastructure facilities like tube well, pipeline, etc., the agency shall not do so without written permission of the Committee.

### 2.10 Termination of Agreement

In event of non adherence to any clause of terms and conditions/ agreement, DDA reserves right to terminate the agreement after issuing Show Cause Notice through concerned Deputy Director, Horticulture. In case of termination or on expiry of agreement, all assets (movable/immovable) lock, stocks and barrel shall vest with DDA.

### 2.11 Agreement

The agreement, as per the format provided in Annexure C, would be executed between the authorized representative of the voluntary Agency and the concerned Deputy Director, Horticulture.

### 3.0 Annexure

- a. Annexure A Application Format
- b. Annexure B Terms and Conditions
- c. Annexure C Agreement Format
- d. Annexure D Service Level Agreement
- e. Annexure E List of Do's and Dont's

# Adoption of Parks Application Format

# DETAILS OF VOLUNTARY AGENCY DESIROUS OF ADOPTING THE DDA PARK

- Name of Voluntary Agency
- Registered Address
- Registration Number
- Type of Agency
  - a. Registered Company
  - b. Corporate Body
  - c. RWA
  - d. None of the above
- Present and past activities of the Agency in brief.
- Annual balance sheet of agency for last three financial years.
- Similar activities, like maintaining park or green areas, performed by the agency, if any.

# DETAILS OF DDA PARK CONSIDERED FOR ADOPTION

- Name of the DDA Park
- Location of the Park (please attach key plan)
- Area of Park in Acres
- Adjacent boundaries of the DDA park
  - a. North
  - b. South
  - c. East
  - d. West
- 5. Detailed inventory as on date of application
  - a. Boundary wall (Length and Description)
  - Pathway (length and material)
  - Number and Location of Entry Gates
  - d. Water source
  - e. Drinking water facilities, if any
  - Toilet facilities, if any
  - g. Open multi gymnasium, if any
  - h. Shelters
  - i. Dustbins
  - Planters (area and material)
  - k. park furniture, if any
  - Light fixtures and numbers
  - m. Signages
  - n. Number of mature trees
  - o. Status of greenery
  - p. Any other features



- q. Encroachments, if any
- Copy of Total Station Survey, at a minimum scale of 1:500, complete with all
  information to be included in the inventory. The survey is to be certified by the concerned
  Deputy Director, Horticulture. If so required, photographs of existing site conditions may
  also be placed on record.
- 7. Concept Idea and one year Action Plan

### PROPOSAL DETAILS

# to be submitted once approval of adoption is granted in principle

- Landscape Proposal
   Plan, sectional elevation, detail of features, constructional details, any other details necessary to explain the complete proposal.
- 2. Entry gate design
- 3. Lighting proposal
- 4. Planting plan and details
- 5. Advertisement proposal, if any
- 6. Maintenance schedule
- 7. Security proposal and schedule
- 8. Toilet maintenance schedule

# "Adoption of Parks" Scheme (modified in 2018)

- 1. That the voluntary agency (henceforth referred to as the agency) shall develop and maintain the said DDA Park to the satisfaction of Vice Chairman, DDA or the Committee constituted by him (henceforth referred to as the Committee) as per the terms and conditions laid herein under.
- 2. That the agency shall not utilize or permit to be utilized the said DDA park for any other purpose whatsoever except to maintain it as a green. The agency shall ensure that no encroachment is made in the park.
- 3. That the ownership, control, possession and supervision of said DDA Park shall remain with DDA and the agency will only have the right to display its name for the purpose of advertisement on a small board of the size as approved by the Committee.
  - · The inscription on the board shall be approved by the Committee
  - Permission to put up hoarding for publicity is restricted to entry gates only.
- 4. The agency shall not have any right, title or interest in the greeneries in the said DDA park nor shall it ever be deemed to have possession or be considered as being conferred with any right, title or interest in respect of, over, in or upon the said greeneries of the park, except the permission to maintain and develop the said park for a specified period.
- 5. That the agency shall prominently display that the said DDA Park is a DDA park. The fact that the park has been permitted to be maintained by the concerned agency can be displayed at a specified place in the main portion.
- 6. That the agency shall bear the entire costs and expenses of the development and maintenance of the said DDA Park.
- The agency shall be solely responsible for keeping the said DDA Park, in neat and healthy condition to the Committee and the agency should not permit park for holding marriages, functions, etc. However, the agency is allowed to organize flower shows and cultural functions with the prior approval of the Committee for a maximum period of 20 days in a year.
- 8. That the said DDA Park shall be open to the general public without any restraint, entry fee or prohibition whatsoever. The agency shall use the land of the said DDA Park only for development and maintenance of the park and shall not transfer the maintenance and development of the park to any other person, society, company, department, organization etc. The agency shall not enter into sub-agreement for maintenance etc. with others.
- 9. The agreement will initially be for a period of 01 year, after which it will be extended further in installments of 01 year.
- 10. Deputy Director, Horticulture will review the maintenance of the said DDA Park at a regular interval of 06 months and submit the status report to the Committee after certification by the concerned Director, Horticulture. This status would become the basis for further extension of the said DDA Park.

- 1. That in the event of termination of agreement, prior to agreed period or on expiry of agreement period, all assets (movable and immovable) lock, stocks and barrel shall vest with DDA.
- That the agency shall not remove or cut any plant, tree etc. including any other item from the said DDA Park.
- 13. The agency is permitted to use the installed dustbins, toilets, open multi gymnasium, park furniture for the purpose of publicity or advertisement after due approval of from the Committee
- 14. That in case the agency wants to install any infrastructure facilities like tube well, pipeline, etc., the agency shall not do so without the written permission of the Committee and the expenses thereof shall be borne by the agency itself. The agency shall not claim any money, compensation or loss for the same at the time of expiry of the agreement and the same shall become the property of DDA.
- 15. That the agency shall bear the electric, water and other expenses for running and operating the park and pay the bills directly to the authorities concerned in the name of DDA.
- 16. That the agency shall not be entitled to allow any other person/ agency to develop the said park or any part thereof. In the event of winding up of the agency or agency becoming insolvent or dissolved, if it is a partnership firm/ company, the agreement for maintenance and development of park shall stand terminated automatically and the transferees or assignees etc. of the agency shall not be entitled to continue with the development and maintenance of the said DDA Park and shall not claim any right, title or interest in the said DDA park.
- 17. That the agency shall be responsible for all damages or loss of property of the said DDA Park due to reasons for which it or its servants are directly responsible and shall be liable to make good any loss or damages that may be sustained by DDA, except those due to normal wear and tear or such as caused by storms, earthquake or any other natural calamity beyond its control. The decision of the Vice Chairman, DDA or any other officer empowered by him on his behalf, with regard to the extent and quantum of compensation to be paid to DDA, shall be final and binding upon the agency.
- 18. That all disputes and differences arising out of or in any way touching or concerning the agreement, regarding maintenance and development of the said DDA park otherwise herein before provided for shall be referred to sole arbitration by Vice Chairman, DDA or his nominee. There will be no objection to any such appointment, that the arbitrator so appointed is a government servant or that he had to deal with the matter of which this indenture refers and that during the course of his duties as such government servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.
- That the agency shall also abide by all the instructions and orders issued by DDA to it from time to time.
- 20. That in case the agency wants permission to develop and maintain only a part of the said DDA park, then the part park shall not have any separate entry thereof.

\_1. The interest free security deposit from the agency shall be deposited in form of demand draft/ pay order in the name of Delhi Development Authority and shall be refunded on expiry of the period of agreement. In case of any damage or on termination of the agreement, security shall be forfeited. The security amount to be deposited by the agency will be calculated as follows:

· Up to 1 hectare -

Rs. 1.00 lac

1 hectare to 10 hectare -

Rs. 0.50 lac per hectare + 1.00 lac

More than 10 hectare-

Rs. 0.25 lac per hectare + Rs. 5.50 lac

- 22. That the stamp duty payable for the execution of the agreement of maintenance and development of the said DDA Park shall be borne by the agency and the DDA shall in no case be liable for the same.
- 23. That the agency shall not use the flowers, fruits, plants etc. from the park for sale or for any commercial use and agency is responsible to keep the park free from all encroachments/ misuse etc.
- 24. That the DDA will not be responsible or liable for paying any compensation or damages to the agency in case of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The DDA shall also be free to remove or clean the land from all the features created by the agency on termination of the agreement.
- 25. That the DDA shall have no liability (civil or criminal) in respect of any claim of third person against the agency in connection with the development and maintenance of the said DDA Park.
- 26. That the DDA shall have the right to post its chowkidars /supervisors in the said DDA Park at their discretion and its officers or authorized representatives shall have access to the said DDA park or any part thereof at all hours and the agency shall have no objection whatsoever for the same.
- 27. That the DDA shall be free to use the said DDA Park for any purpose whatsoever and the agency shall not raise any objection to it on any grounds whatsoever.
- 28. That the DDA shall be competent to dispose off or sell the timber, trees and other forest produce of the said DDA Park, being the owner thereof.
- 29. Besides the develop and maintenance of the park, the agency shall
  - · Maintain the pathways, planters, tow walls tec.
  - Regularly remove garbage and other wastes.
  - Ensure no labor hutments or any other un-wanted structure is permitted.
  - Provide dustbins, drinking water and toilets facilities as per approval.
  - Ensure cleaning and maintenance of toilets as per approved schedule.
  - Install 01 unit open multi gymnasium as per approval.
  - Provide park furniture @01 shelter/05 acres, 06 benches/ acre and 04 dustbin/ acre as per approved sample.

9

# Adoption of Parks AGREEMENT

This Agreement is made and executed at New Delhi on ....................... between 'Delhi Development Authority' through its authorized signatory, party of the First part (hereinafter referred to as "DDA").

and

The expression Party of the First Part and Second Part shall mean and include their respective heirs, successors, assigns, etc.

- B. That in the event of termination of agreement prior to agreed period or on expiry of agreement period. All assets (moveable and immovable) lock, stocks, and barrel etc. shall vest with DDA.
- C. That in case of any breach or violation of any terms and conditions of this agreement for the maintenance and development of the said park/green, the agreement shall stand terminated and the decision of VC/DDA or any other officer empowered by him on his behalf shall be final. However, before the initiation of termination proceedings the voluntary agency would be given show cause notice.

The agreement is being executed on the following terms & conditions:

- That the park (.....specify area) shall be given for adoption to voluntary agency on license fee basis to be paid on monthly basis.
- That the voluntary agency (henceforth referred to as the agency) shall develop and maintain the said DDA Park to the satisfaction of Vice Chairman, DDA or the Committee constituted by him (henceforth referred to as the Committee) as per the terms and conditions laid herein under.
- That the agency shall not utilize or permit to be utilized the said DDA park for any other purpose whatsoever except to maintain it as a green. The agency shall ensure that no encroachment is made in the park.
- 4. That the ownership, control, possession and supervision of said DDA Park shall remain with DDA and the agency will only have the right to display its name for the purpose of advertisement on a small board of the size as approved by the Committee.
  - · The inscription on the board shall be approved by the Committee
  - Permission to put up hoarding for publicity is restricted to entry gates only.

- 5. The agency shall not have any right, title or interest in the greeneries in the said DDA park nor shall it ever be deemed to have possession or be considered as being conferred with any right, title or interest in respect of, over, in or upon the said greeneries of the park, except the permission to maintain and develop the said park for a specified period.
- That the agency shall prominently display that the said DDA Park is a DDA park. The fact that the park has been permitted to be maintained by the concerned agency can be displayed at a specified place in the main portion.
- That the agency shall bear the entire costs and expenses of the development and maintenance of the said DDA Park.
- 8. The agency shall be solely responsible for keeping the said DDA Park, in neat and healthy condition to the Committee and the agency should not permit park for holding marriages, functions, etc. However, the agency is allowed to organize flower shows and cultural functions with the prior approval of the Committee for a maximum period of 20 days in a year.
- 9. That the said DDA Park shall be open to the general public without any restraint, entry fee or prohibition whatsoever. The agency shall use the land of the said DDA Park only for development and maintenance of the park and shall not transfer the maintenance and development of the park to any other person, society, company, department, organization etc. The agency shall not enter into sub-agreement for maintenance etc. with others.
- 10. The agreement will initially be for a period of 01 year, after which it will be extended further in installments of 01 year.
- 11. Deputy Director, Horticulture will review the maintenance of the said DDA Park at a regular interval of 06 months and submit the status report to the Committee after certification by the concerned Director, Horticulture. This status would become the basis for further extension of the said DDA Park.
- 12. That in the event of termination of agreement, prior to agreed period or on expiry of agreement period, all assets (movable and immovable) lock, stocks and barrel shall vest with DDA.
- That the agency shall not remove or cut any plant, tree etc. including any other item from the said DDA Park.
- 14. The agency is permitted to use the installed dustbins, toilets, open multi gymnasium, park furniture for the purpose of publicity or advertisement after due approval of from the Committee
- 15. That in case the agency wants to install any infrastructure facilities like tube well, pipeline, etc., the agency shall not do so without the written permission of the Committee and the expenses thereof shall be borne by the agency itself. The agency shall not claim any money, compensation or loss for the same at the time of expiry of the agreement and the same shall become the property of DDA.
- 16. That the agency shall bear the electric, water and other expenses for running and operating the park and pay the bills directly to the authorities concerned in the name of DDA.

- 17. That the agency shall not be entitled to allow any other person/ agency to develop the said park or any part thereof. In the event of winding up of the agency or agency becoming insolvent or dissolved, if it is a partnership firm/ company, the agreement for maintenance and development of park shall stand terminated automatically and the transferees or assignees etc. of the agency shall not be entitled to continue with the development and maintenance of the said DDA Park and shall not claim any right, title or interest in the said DDA park.
- 18. That the agency shall be responsible for all damages or loss of property of the said DDA Park due to reasons for which it or its servants are directly responsible and shall be liable to make good any loss or damages that may be sustained by DDA, except those due to normal wear and tear or such as caused by storms, earthquake or any other natural calamity beyond its control. The decision of the Vice Chairman, DDA or any other officer empowered by him on his behalf, with regard to the extent and quantum of compensation to be paid to DDA, shall be final and binding upon the agency.
- 19. That all disputes and differences arising out of or in any way touching or concerning the agreement, regarding maintenance and development of the said DDA park otherwise herein before provided for shall be referred to sole arbitration by Vice Chairman, DDA or his nominee. There will be no objection to any such appointment, that the arbitrator so appointed is a government servant or that he had to deal with the matter of which this indenture refers and that during the course of his duties as such government servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.
- That the agency shall also abide by all the instructions and orders issued by DDA to it from time to time.
- 21. That in case the agency wants permission to develop and maintain only a part of the said DDA park, then the part park shall not have any separate entry thereof.
- 22. The interest free security deposit from the agency shall be deposited in form of demand draft/ pay order in the name of Delhi Development Authority and shall be refunded on expiry of the period of agreement. In case of any damage or on termination of the agreement, security shall be forfeited. The security amount to be deposited by the agency will be calculated as follows:

Up to 1 hectare - Rs. 1.00 fac

1 hectare to 10 hectare - Rs. 0.50 lac per hectare + 1.00 lac

More than 10 hectare Rs. 0.25 lac per hectare + Rs. 5.50 lac

- 23. That the stamp duty payable for the execution of the agreement of maintenance and development of the said DDA Park shall be borne by the agency and the DDA shall in no case be liable for the same.
- 24. That the agency shall not use the flowers, fruits, plants etc. from the park for sale or for any commercial use and agency is responsible to keep the park free from all encroachments/ misuse etc.
- 25. That the DDA will not be responsible or liable for paying any compensation or damages to the agency in case of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The DDA shall also be free to remove or clean the land from all the features created by the agency on termination of the agreement.

- 26. That the DDA shall have no liability (civil or criminal) in respect of any claim of third person against the agency in connection with the development and maintenance of the said DDA Park.
- 27. That the DDA shall have the right to post its chowkidars /supervisors in the said DDA Park at their discretion and its officers or authorized representatives shall have access to the said DDA park or any part thereof at all hours and the agency shall have no objection whatsoever for the same.
- 28. That the DDA shall be free to use the said DDA Park for any purpose whatsoever and the agency shall not raise any objection to it on any grounds whatsoever.
- That the DDA shall be competent to dispose off or sell the timber, trees and other forest produce of the said DDA Park, being the owner thereof.
- 30. Besides the develop and maintenance of the park, the agency shall
  - · Maintain the pathways, planters, tow walls tec.
  - · Regularly remove garbage and other wastes.
  - Ensure no labor hutments or any other un-wanted structure is permitted.
  - · Provide dustbins, drinking water and toilets facilities as per approval.
  - · Ensure cleaning and maintenance of toilets as per approved schedule.
  - · Install 01 unit open multi gymnasium as per approval.
  - Provide park furniture @01 shelter/05 acres, 06 benches/ acre and 04 dustbin/ acre as per approved sample.

For Delhi Development Authority Authorized Signatory For Agency Authorized Signatory

Witness:

1.

2.

# Service Level Agreement

# "Adoption of Parks" Scheme (modified in 2018)

- The agency shall submit the list of inventory prepared by a joint inspection with Deputy Director, Horticulture or his nominee within one week of taking over the park for adoption.
- The agency shall clean the park adopted by it within 15 days of taking over the park for adoption.
- The agency shall maintain all greens, including watering of all plants, shrubs and grass within one month of taking over the park for adoption and thereafter.
- 4. The agency shall plant and maintain suitable seasonal plants every three months.
- The agency shall repair the boundary wall, swings, shelter, benches, lights within one month of taking over the park for adoption and execute all the features as proposed in their application and approved by the Committee within 06 months of handing over of the park.
- The agency shall ensure the toilets are cleaned twice daily and remain open for public use.
- The agency shall ensure removal of garbage on a daily basis.
- 8. The agency shall ensure environmental friendly disposal of garden waste.
- The agency shall ensure the toilets are well lit and provide replacement of bulb/tube/LED within 14 hours of reporting of any fault.
- 10. The agency shall maintain a complaint register at a conspicuous place at the park.
- 11. The agency shall display its e-mail id and mobile number for registering complaints, if any, by the public/user.
- 12. The agency shall employ such number of gardeners, sweepers, security guards etc. as required or directed by Deputy Director, Horticulture and felt necessary for well maintenance of the adopted park.
- 13. The agency shall pay the water and electricity bill by the due dates directly to the concerned authorities.
- 14. In case of non adherence to any terms and conditions of above or otherwise, DDA reserves the right to terminate the agreement and take over the maintenance of the park. The agency shall not obstruct in any manner whatsoever, after cancellation of the agreement.

This Service Level Agreement shall be a part and parcel of the Agreement.

# Adoption of Parks Do's and Dont's

### Do's for the agency adopting the park

The Voluntary Agency:

- 1. Should prominently display DDA Park is a DDA park
- 2. Will bear the entire costs and expenses on the development and maintenance
- 3. Will solely be responsible for keeping the said DDA park in a neat and healthy condition
- 4. Should not use the flowers, fruit or plants etc. for any commercial use
- 5. Should open the park for general public without any restraint/ entry fee
- 6. Should develop DDA Park as per Master Plan norms.
- 7. Should ensure that no encroachment happens in the park.
- 8. Should abide by all the instructions and order issued by DDA to it from time to time.
- 9. Is allowed to provide display boards at entry gates only
- 10. Is allowed to display its name for the purpose of advertisement on specified locations only
- 11. Should bear & pay all running expenses of operating the park.
- 12. Should develop the park as per approved design and as per Terms and Conditions
- 13. Can have the features in park as per Terms and Conditions and approved by the Committee
- 14. Should submit a action plan of one year at the time of application
- 15. Will bear the stamp duty payable for the execution of the agreement.
- 16. Has to pay security deposit in the form of Bank guarantee as per Terms and Conditions
- 17. Is permitted to use the park for organizing flower shows and cultural functions for a maximum period of 20 days in a year.

# Dont's for voluntary agency adopting the park

- It should not transfer the maintenance and development of the park to any other person, society, company, department, organization etc.
- It should not enter into sub-agreement for maintenance etc. with others.
- 3. It should not permit to hold marriage functions
- 4. It should not remove or cut any plant, tree etc from the park.
- 5. It Should not use the park to entertain its customer

# ITEM NO. 46/2018

Sub: Proposal of SDMC with respect to the change of land use of an area measuring 5.00 acres from 'Recreational (District Park)' to 'Government (G2)' for the construction of SDMC (Headquarter) Building near DTC Bus Depot, I.P. Estate, New Delhi, falling in Planning, Zone-D.

File No. F.20 (01)2017-MP

### Synopsis:

- SDMC vide letter dated 02.01.2017 sent Technical Committee agenda with respect to the proposed change of land use of an area measuring 8.75 acres from 'Recreational (District Park)' to 'Government (Government office)' for the construction of SDMC (HQ) Building near DTC Bus Depot, I.P Estate, New Delhi and further requested vide letter dated 17.02.2017 for change of land use of an area measuring 5.00 acres out of 8.75 acres of the said site.
- ii. The land belongs to Government and Land & Development Office (L&DO) is the land owning agency. The site in question is under the management and control of South DMC.
- L&DO vide its letter dated 02.08.2017 has allotted the Land to South Delhi Municipal Corporation (SDMC).
- iv. The proposal, as submitted by SDMC vide letter dated 17.02.2017, was recommended by the Technical Committee meeting held on 22.02.2017 vide item No. 09/2017 subject to fulfillment of certain conditions.
- v. The proposal is placed before the Authority for approval for inviting objections and suggestions from the public under Section 11A of DD Act, 1957.

#### 1.0 BACKGROUND

- Á Technical Committee agenda vide SDMC letter No. DC/L&E/SDMC/D-1676 dated 02.01.2017 was received with respect to the proposed change of land use of an area measuring 8.75 acres from 'Recreational (District Park)' to 'Government (Government office)' for the construction of SDMC (HQ) Building near DTC Bus Depot, I.P. Estate, New Delhi.
- In response, DDA vide letter dated requested SDMC to provide the revised agenda along with the requisite documents for necessary action.
- iii. Further, SDMC vide letter dated 16.01.2017 & 27.01.2017 sent the revised agenda for the Technical Committee along with the requisite information/ documents and requested DDA to consider the matter for the change of land use of an area measuring 5 acres out of 8.75 acres for placing in the Technical Committee of DDA.

- iv. In response, DDA examined the proposal further and requested SDMC vide letter dated 16.02.2017 to re-examine the proposal in light of certain facts. In response, SDMC vide letter dated 17.02.2017 had sent the revised agenda incorporating the reply to DDAs letter dated 16.02.2017.
- v. The proposal, as submitted by SDMC vide letter dated 17.02.2017, was recommended by the Technical Committee meeting held on 22.02.2017 vide item No. 09/2017 subject to fulfillment of the following:
  - SDMC will provide the layout plan clearly demarcating the proposed site of 5.0 acre of land out of 8.75 acre proposed for change of land use.
  - SDMC will integrate the proposal with circulation plan of Pragati Maidan which is being dealt by Delhi Govt. in consultation with LT.P.O.

#### 2.0 EXAMINATION

- The site is located on Ring Road near DTC Bus Depot, I.P. Estate, New Delhi and is approachable through a service road along the side of Ring Road, outside Lutyens Bungalow Zone (LBZ).
- As per MPD-2021 & approved Zonal Development Plan of Zone-D prepared under MPD-2001, the land use of the site under reference is 'Recreational (District Park)'.
- As per S.O. No. 2790 dated 24.08.2016, the maximum plot area for 'Government Office' is 1 ha. (Annexure 'A'). However, SDMC vide letter dated 27.01.2017 requested DDA for the change of land use of an area measuring 5.00 acres i.e. 2.5 acres (1 ha.) for Deliberative Wing and 2.5 acre (1 ha.) for Executive Wing.
- As per L&DO allotment letter No. L&DO/L-IIA/11(1129)2016/322 dated 02.08.2017, following is stated:
  - "(a) The allottee will construct the building only after getting the plan approved from the local body. The allottee also keep remaining area measuring 3.75 acres as green as there is grove of trees in some patches of the plot and also there are high tension wires passing overhead, which are required to be kept open and green.
    - (b) The trees, if any, situated on the plot will be the property of Government and should not be removed without prior approval of the L&DO/lessor".
- 5. There are two high tension lines passing through the area under reference. SDMC vide letter dated 27.01.2017 has stated that no building block shall be constructed within 15m or 50 feet from the centre line of high tension line or as per the norms/ guidelines of UBBL-2016/BSES norms.
- There are few trees such as Eucalyptus, Peepal, Palm etc. existing within the site under reference. SDMC vide letter dated 17.02.2017 has stated the following:

"There are 35 trees existing within the site under reference. Out of 35 trees, 15 trees are clustered together as green. During planning, this cluster of trees shall be maintained as green. As far as possible, the proposed building block shall be constructed to save big trees. In case, any tree is affected during planning/ designing, alternative plantation shall be provided to maintain green."

 As per table 14.7 of MPD-2021, following is stated for the 'Existing Landfill sites for Waste Management' (Annexure 'B'):

Sr. No.	Location	Area (in ha.	Remarks
10	I.P.Depot	1.8	Filled up

In this regard, MPD-2021 further states the following:

"The filled up sites may be reused for plantation or as recreational area." In response, SDMC vide agenda submitted vide letter dated 17.02.2017 stated the following:

"The proposed site of 5 acres is not part of the area measuring 1.8 ha., stated as existing land fill site at Sr. No. 10 of table 14.7 of MPD-2021."

8. The said proposal was examined in respect of the proposal with respect to the underground tunnel/ underpass of 'Redevelopment of Indian Trade Promotion Organization Exhibition Complex at Pragati Maidan by ITPO, received in UTTIPEC unit and the same was placed in the 40<sup>th</sup> Working Group meeting of UTTIPEC held on 05.04.2017. During the meeting, following was observed:

"Officers of SDMC present in the meeting in view of the proposed change of land use of SDMC headquarters near IP Depot on Ring Road informed that they had discussion with PWD, GNCTD and SDMC will suitable integrate their proposal as per the proposed scheme of Pragati Maidan."

 As per the recommendation of the Technical Committee meeting held on 22.07.2017, the draft agenda for the Authority meeting was sent to Hon'ble LG/Chairman, DDA for prior approval Accordingly, Spl. Secretary to Hon'ble LG vide note dated 24.10.2017 mentioned the following

"Hon'ble Lt.Governor has approved the draft agenda regarding proposal of SDMC with respect to the change of land use of an area measuring 5.00 acres from "Recreational (District Park) to Government (G2) for the construction of SDMC (Headquarter) Building near DTC Bus Depot, I.P. Estate, New Delhi, falling in Planning Zone-D" subject to the incorporation of the following points in the above mentioned draft agenda:

- DDA had referred to the discussions held on 05.04.2017 in 40<sup>th</sup>
  Working Group meeting of UTTIPEC (Para 8 of the draft agenda).
  Details with regard to SDMC's discussions held with PWD, GNCTD be incorporated.
- Comments of Spl. CP(Traffic) on the Traffic circulation plan in the area.

In view of the above, following is submitted:

- a. SDMC vide letter dated 30.08.2018 informed that integration with proposal of network connectivity plan of ITPO at Pragati Maidan with proposed SDMC (HQ) have been done and plan have been prepared in consultation with PWD. (Refer Annexure-C) Earlier, SDMC submitted Traffic Impact Assessment (TIA) of the proposed SDMC HQ to UTTIPEC which is under consideration. Core Group meeting of UTTIPEC was held on 17.08.2018 wherein it was decided that SDMC will incorporate the observations of this meeting in their proposal and should be placed before Working Group meeting of UTTIPEC.
- b. Delhi Traffic Police vide letter dated 16.02.2018 suggested that a comprehensive site impact analysis study may be got conducted focusing on the transportation perspective and the same can be ascertained as well as reviewed by DDA/UTTIPEC before a decision is taken for the proposed change of landuse, for ensuring better traffic management in the area in the larger public interest. (Refer Annexure-D)

### Information as per the MoUD, GOI letters dated 07.04.2015 & 04.09.2015.

MOUD, GOI vide letters dated 07.04.2015 & 04.09.2015 has issued the following instructions with respect to the proposals sent by DDA for amendment to MPD-2021 and change of land use cases for final notification under Section 11-A of Delhi Development Act, 1957.

The information with respect to MoUD letter dated 07.04.2015, as received vide SDMC letter dated 17.02.2017 is as follows:

S. No.	Information as sought by MOUD, GOI vide letter dated 07.04.2015	Reply
1.	Whether the land is government or private and who is the land owning agency?	The land belongs to Government and Land & Development Office (L&DO) is the land owning agency. The site in question is under the management and control of South DMC.
2.	On whose request the change of land use case or modification to MPD-2021 has been initiated?	The proposal has been initiated on the request of South DMC.
3.	Whether a responsible officer from DDA (give details) was deputed for inspection of site and a	Yes, the site under reference was inspected by the officers of Planning Department, Zone-D unit, DDA on 12.01.2017 and following was observed:

	copy of inspection report be provided.	The site is located on Ring Road near DTC Bus Depot, I.P. Estate, New Delhi and is approachable through a service road along the side of Ring Road     There are few trees such as Eucalyptus, Peepal, Palm etc. existing within the site under reference.     There are two high tension lines passing through the area under reference.
4.	What is the public purpose proposed to be served by modification of MPD and/ or change of land use?	The proposed modification/ change of land use will serve the public purpose of construction of Head Quarter Building for SDMC
5.	What will be impact of proposal on the ZDP/ MPD and whether the changes are in consonance with the approved plans/ policies?	Yes
6.	What will be proposal's impact/ implications on general public eg. Law & order etc.?	There will be no implication regarding Law & Order on the general public.
7.	Whether any court cases are ongoing on the land mentioned in the proposal? Full details be attached.	No Court Case is pending on the site in question.

Based on the inputs received from SDMC dated 17.02.2017, the information with respect to MoUD, GOI letter dated 04.09.2015 is as follows:

S.No.	Information asked by MOUD vide letter dated 07.04.2015	Reply
1.	Background note indicating the current situation/ provisions	At this site, earlier, a Hot Mix Plant was in existence. Thereafter, park is in existence from 12.05.2000 till date. However, the land use has been mentioned in the Master Plan as 'Recreational (District Park)' and modification is required in the Zonal Plan of Zone-D so that this site which is presently a park could be utilized for construction of SDMC Headquarter.
2	Whether similar proposal	Similar proposals of change of land use

	have earlier been considered by DDA/ Ministry and /or disposed and if yes, when and how?	have been processed by DDA earlier
3.	What are the specific recommendations of the Authority with regard to the proposal.	The proposal is to be considered by the Authority as per Section 11-A of DD Act, 1957 and further action will be taken as per the recommendations of the Authority.
4.	How and why proposal was initiated	On the basis of the request received from SDMC vide letter dated 02.01.2017, the proposal has been initiated.
5.	What are the pros and cons of the proposal whether they have been carefully examined and if yes, the outcomes thereof.	As per SDMC letter dated 17.02.2017, the site is recommended to be used for construction of Headquarter building because of its excellent connectivity with the surroundings, it is conveniently accessible for the public at large.
6.	What are the expected short term and long term outcomes if the proposal is approved and implemented	It shall serve the purpose of dedicated SDMC Headquarter building where the deliberative and executive wing can perform their function collectively and cohesively.
7	How the proposal will benefit in the development and economic growth of the city	Since SDMC is the hub of development for the area, the proposal will help the development and economic growth of the city.
8.	What are the provisions corresponding to the proposed policy/ change in other metropolitan cities in India and other countries and if those provisions differ from the proposal, then why are they not considered appropriate for Delhi	There is no specific relation of the proposal in the context of other Metropolitan Cities in the area.
9.	What will be the public purpose served by the proposed modification	The purpose of SDMC Headquarter building is well evident and known and proposed modification is for erection of SDMC Headquarter.
10.	What is the number of people/ families/	No person/ family/ household affected furthermore, General public will be

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	households likely to be affected by the proposed policy	benefitted at large.
11.	Whether the proposal is in consonance with the existing plans, laws, by laws, rules etc.	Yes, the change of land use is within the purview of provisions contained in MPD- 2021.
12.	Whether the implementation of proposal will require changes in certain rules, provisions of Master Plans etc and if yes what action has been taken to bring about such changes.	No change required.
13.	Whether the department/ organization/ Ministry related with the proposal have been consulted and if yes what were their views and how they were disposed.	# B 보면 생물에 집 중 경상 입안 이 하지 않겠다고
14.	Whether the relevant guidelines/ orders of DOPT, ministry of Finance and other nodal Ministries/ Departments were taken into account while preparing and examining the proposal	The proposal does not require to take into consideration any guidelines/ orders of DoPT/ Ministries.
15.	The name, designation and contact information of an officer of the level of Director or above who will be the Nodal officer to be contacted by the Ministry regarding the proposal	On behalf of SDMC, Sh. S.K. Singh, Deputy Commissioner, Land Estate. Mobile No. 8588889343

# 4.0 Decision of the Technical Committee Meeting held on 22.02.2017 vide item No. 09/2017 (Annexure 'E'):

The proposal was recommended by the Technical Committee in its meeting held on 22.02.2017 vide item No. 09/2017. The decision of the meeting is as under:

"The proposal was presented by Addl. Commissioner, South Delhi Municipal Corporation (SDMC). After detailed deliberation, the proposal as contained in para 4.0 of the agenda was recommended by the Technical Committee for further processing under Section 11A of DD Act, 1957 subject to the fulfillment of the following by SDMC:

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- SDMC will provide the layout plan clearly demarcating the proposed site of 5.0 acres of land out of 8.75 acres proposed for change of land use.
- SDMC will Integrate the proposal with Circulation Plan of Pragati Maidan which is being dealt by Delhi Govt. in consultation with LT.P.O."

As a follow up action of the decision of the Technical Committee, a letter dated 16.03.2017 was sent to SDMC for necessary action. In response to this, SDMC vide letter dated 05.05.2017 had sent the layout plan showing the site under reference and plan showing the proposed scheme of Pragati Maidan.

#### 5.0 PROPOSAL

In view of the decision of the Technical Committee meeting held on 22.02.2017 vide item No. 09/2017, the following is proposed:

The proposed change of land use of an area measuring 5.00 acres from 'Recreational (District Park)' to 'Government (G2)' for the construction of SDMC (HQ) Building near DTC Bus Depot, I.P. Estate, New Delhi, falling in Planning, Zone-D may be changed under Section 11-A of DD Act, 1957.

The boundary description of the same is as follows (Refer location map at Annexure 'F'):

Location	Are a	Land use as per MPD- 2021	Land use Changed to	Boundaries
1	2	3	4	5
Proposed SDMC Headquarter building, near DTC Depot at I.P. Estate, New Delhi, falling in Planning, Zone-D	5.0 acre s	'Recreational (District Park)'	'Government (G2)'	North: Railway Line South: Open Space and Railway Line East: Ring Road West: Open Space and Railway Line

PART II - SEC. JUBY II

मिरिक्स केंद्र, बहुद्देशीय हो जुन शिक्षा होते होते. जिस्सारी केंद्र स्थारी	क्ष्म्य कि फलकाल १ पृद्धी के फिर्मिमिक तुक्ताप (छल) फक्ष्मिक	कारकेशपी को बड़ाने माने मुचियां जिसमें स्टेस्ट अध्यया प्रोक्ष अध्यया अध्यया प्राचित्र काश्वीम मुच्या के विश्व मुच्या के विश्वास मुच्या के विश्वास		Se.
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5. अस्त्राय ११ में उपयोग जीन में उप खण्ड 8 (2) उपयोग परिसरों की अनुमति में संशोधन :

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११-विके-वरद्ध\१\११द्धा-के मि नम्। एमीड फाद उम्मूह स्त्रीमृ

# MINISTRY OF URBAN DEVELOPMENT

# (Delhi Division)

# NOTIFICATION

# New Delhi, the 24th August, 2016

S.O. 2790(E).—Whereas certain modifications which the Central Government proposed to make in the Master Plan for Delhi-2021 as part of its review exercise which were published in the Gazette of India. Extraordinary, as Public Motice S.O. 555(E) dated 22.02.2016 by the Delhi Development Authority in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions as required by sub-section (5) of Section 10.A of the said Act, within thirty days from the date of the said notice.

- Whereas objections/suggestions received with regard to the proposed modifications have been considered by the Board of Enquiry and Hearing, set up by the Development Authority and also approved at the meeting for the Delhi Development Authority.
- Whereas the Central Government has, after carefully considering all aspects of the matter, decided to modify the Master Plan for Delhi-2021.
- 4. Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modifications in the said Master Plan for Delhi-2021 with effect from the date of publication of this Notification in the Gazette of India.

#### MODIFICATION:

#### 1. Amendment in Chapter 8 regarding Development Controls-Govt. Offices

The existing table 8.2 and the notes following it shall be replaced with the following:

SL No.	Category	Pop. / unit (approx.)	Plot Area	Ground Coverage (%)	FAR**	Parking (ECS/ 100 Sq.m Floor Area
1	District Court, Integrated Office Complex. Government Offices (Central/State Government/ Local Bodies)	As per requirement	Upto 1 Ha.*	50	306	2

#### Other Controls:

- For all new allotments only. Land already allotted not covered under this provision.
- \*\* The maximum FAR for Use Premises located in Zone O, and Bungalow Area of Zone C & Zone D, will be 200, along with other provisions given in Zonal Development Plans.
- i. Residential Use Maximum up to 5% of permissible FAR can be utilized for residential activities.
- Height No Restriction, subject to clearance from AAI. Delhi Fire Service and other statutory bodies.
- iii. Other controls for setbacks, basement, services plans etc., as per Chapter 17.0 Development Code.
- iv. For intensive utilization of existing Government buildings / land, as mentioned in para 8.2 following will be applicable in case of redevelopment:
  - Utilization of 10% of total permissible FAR for Commercial Uses to make the redevelopment process financially feasible. This shall be subject to approval of land owning agency and concerned local body.
- Up to 10% variation in plot size is permitted, Differential norms will be applicable to Special Area, Regularized Unauthorized Colonies, Urban Villages and Resettlement Colonies.
- Public sector Undertaking / Commercial offices to be restricted to 10% of the total floor area.

SI. No.	Category	Definitions	Activities Permitted
1	Integrated Office Complex / Government Offices (Central / State Government / Local Budies)	Premises used for the office of Central Government, Local Government and Local Budies.	Government Offices, Residential (maximum 5% of FAR), Retail shop of Chemist, Book and stationery, Consumer Store, Canteen, Post office, Bank Extension Counter, etc.

2	District Court/ Family Courts		Court, Residential (maximum 5% of FAR), Canteen, Restaurant, Ancillary services and Retail shop, Library, Despensary, Administrative offices, Banks, Post offices, Police post, Fire post, Lawyer's chamber.
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#### Amendment in Chapter 13 regarding DEVELOPMENT CONTROLS – Public Semi-Public (Government Use Premises)

Tables 13.10, 13.11, 13.12 and 13.13 shall be replace with the following:

SI. No.	Category	Pop. / unit (approx.)	Plot Area	Maximum Ground Coverage (%)	FAR**	Parking (ECS/100 Sq.m Floor Area)
1	Traffic and Police control room	As per requirement	As per req- road junction part of road site feasibility     Maximum	s/stretches et right of way 1 -	c. as sased on	N.A.
2	Police Outpost	As per requirement, Permissible in all use premises/zone, and to be provided in schemes as per requirement.	Upto 150 sq.m.	75	300	1.33
3	Police Post, Fire Post.	1.0 lakh	Upto 2500 sq.m	50	. 300	2. 0
1	Police Station, Fire Station	2.5 lakh	Upto 1 Ha.	50	300	2. 0
5	Police Lines, District Office and Battalion	District / One for each administrative zone	Upto I Ha.	50	300	2.0
6	District Jail	25.0 lakh	Upto 2 Ha.	50	300	2, 0
7	Police Training Institute / College, Fire Training Institute / College, Police Firing Range, Police camp including Central Police Organization / Security Forces, Disaster Management Centre	City level	Upto 5 Ha.	50	300	2. 0

#### Other Controls:

- The maximum FAR for Use Premises located in Zone O, and Bungalow Area of Zone C & Zone D, will be 120, along with other provisions given in Zonal Development Plans.
- Besidential Use Maximum up to 30% of permissible FAR can be utilized for residential activities. The activities permitted within residential component shall be as per Residential Plot -Group Housing.
- Height No Restriction, subject to clearance from AAI, Delhi Fire Service and other statutory bodies.
- iii. Other controls for setbacks, basement, services plans etc. as per Chapter 17.0 Development Code.
- For intensive utilization of existing Government buildings / land, as mentioned in para 8.2 following will be applicable in case of redevelopment:

 Utilization of 10% of total permissible FAR for Commercial Uses to make the redevelopment process financially feasible.

 Use premises such as National Security Establishments and Disaster Management Units shall be permitted within the categories mentioned in above Table.

Table 13.11- Deleted

Table 13.12- Deleted

Table 13.13- Deleted

 New Provisions for Police Outpost and National Security Establishments/ Disaster Management Units in Table No. 13.24 & Table No. 13.25:

S. No.	Use Premises	Definitions	Activities Permitted
11	Police Outpost	A premise having facilities for providing security and maintaining Law & Order in an area where high foot falls are reported such as Malls, Shopping Complexes, Institutional areas, Rail/Bus/Air terminals etc.	Police Outpost, officers room with facilities for recording NCR (Nor Cognizable Report) and storing emergency equipments, dormitory with toilet & bath facilities, kitches etc.
12	National Security Extablishments	A premise having establishments undertaking issues of National Security or as defined/ notified by GOI from time to time.	First Aid Facility, Emergency Backup, Temporary Communication Centre, Disaster Preparedness, Water & Ward residence (upto 20 sq.m), required, and related facilities.

S. No.	Use Premises	Definitions	Activities Permitted	
6.	Disaster Management Units	A premise having establishments undertaking issues of Disaster Management or as defined/ notified by GOI from time to time.	First Aid Facility, Emergency Ba Temporary Communication Co Disaster Preparedness, Watch & residence (upto 20 sq.m.), if req and related facilities.	entre. Ward

# Modifications proposed in Table 3.3 & Table 3.4:

	Table 3.3: Hiera	irchy of	Urban Develop	ment		
Level	Facilities		Area in squ	To be provided/ indicated		
		No.	Per Unit	Total	LOP	ZP*
1	2	3	4	5	6	7
3. Community Population- 1,00,000	7. Police Post/ Fire Post	1	Upto 2500	Upto 2500		

4. District Population- 5.00.000	9. Police Station	2	Upto 1 Ha.	Upto 2 Ha.	•	•,
	10. Fire Station (5 to 7 km radius)	2	Upto 1 Ha,	Upto 2 Ha.	•	•

		Table 3	4.4: City Level Facilities	
	Facilities		No.	Area (in ha.)
Y.	District office and battalion	I for e	ach administrative zone	Upto L0
3.	Police Lines	7,517,515		Upto L0
4.	District Jail	1	25 lakh population	Upto 2.0
5.	Police Training Institute/ College		City level	Upto 5.0
6.	Police Firing Range	(To b	e located in fringe area)	
7.	Police Camp			
10.	Fire Training Institute/ College	City I	evel (One site in Urban Extension)	Upto 5.0
11.	Disaster Management Centre	I fe	er each administrative zone.	Upto 5.0 Ha, including suitable open area (2Ha.) for soft parking, temporary shelter, parade ground etc.

# 4. Amendment for Development Control Norms for Socio-Cultural Activities in Chapter 3 and Chapter 13

### a. Table 3.3: Hierarchy of Urban Development

Level	Facilities		Area in sq.u	In .	To be provid	ed/indicated
		No.	Per Unit	Total	LOP	ZP*
1	2	3	4	5	6	7
5. Zenal/Sub-City Population 10,00,000	17. Socio-Cultural Centre	As per	requirement		•	

### b. Table 13.16: Planning Norms and Standards for Socia-Cultural Facilities

SL No.	Category	Population / unit (approx.)	Plot Area
7	Socio-Cultural Centre	Sub-City Level	As per Requirement

### c. Table 13.17: Development Controls for Socio-Cultural Facilities

SI.			Maximu	n	
No.	Category	Ground Coverage	FAR	Height	Other Controls
7	Socio-Cultural Centre	40%	120	NR, subject to approval from AAL. Fire Deptt. and other statutory budies	<ol> <li>Parking standard @ 2 ECS / 100 sq. m. of floor area.</li> <li>Socio Cultural activities shall be minimum 40% of floor area. Retail trade, office space/ commercial office. Hotels and related activities shall be upto maximum 60% of floor area.</li> </ol>

### d. Table 13:27: Socio-Cultural and Community Facilities

SL No.	Use Premises	Definitions	Activities Permitted
26	Socio- Cultural Centre	A premise with facilities that promote culture & other activities that include traditions or living expressions such as oral traditions, performing arts, social practices, rituals, festive events, knowledge and practices concerning nature and the universe or the knowledge and skills.	Outdoor spaces / amphitheatre for cultural activities, museums (art, cultural artifacts, natural history, science, community etc.), planetarium, auditorium, exhibition areas, convention centre, literary / film festival, Film centre, Multipurpose training and meeting rooms, Areas for public education, Documentation centre, library, Temporary as well as permanent exhibition areas, commercial office / retail space, Guest rooms, Hotels with permissibility of activities as per Table 13.17 and Table 5.5.

### 5. Amendments in SUB/ CLAUSE 8(2) PERMISSION OF USE PREMISES IN USE ZONES in Chapter 11

Sl.No.	Use Premises		ı	ise Zon	es-	
		RD	Ct	C <sub>1</sub>	M	PS
PS	PUBLIC AND SEMI PUBLIC FACILITIES				$^{\dagger}$	$\vdash$
ix	Facilities – Bus terminal, taxi stand, milk/ vegetable booths, religious premises, vending booth, petrol/ CNG filling pump, recreational club, police outpost, police post, police station, fire post, fire station, post office, & telegraph office and telephone exchange	Р	Р	P	Þ	P

[F. No. K-12011/9/2016-DD-I] SUNIL KUMAR, Under Secy.

MPD-2021 modified upto 31/03/2017

Table 14.7: Existing Landfill sites for Waste Management

S. No.	Location	Area (in ha.)	Remarks
1	Kailash Nagar, East Delhi	1.8	
2	Tilak Nagar, West Delhi	16.0	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1
3.	Subroto Park	10.0	
4.	Purana Qila/Bharion Road	2.2	Filled up
5.	Timarpur	2.7	
6.	Sarai Kale Khan	16.0	11000
7.	Gopal pur	24.0	
8.	Chhaterpur	4.0	
9.	S.G.T. Nagar	1.7	111 Ga In
10.	I.P. Deoit	14.4	The state of the s
11.	Sunder Nagar	1.8	Filled up
12	Tuglakabad Extension	2.8	Filled up
13.	Haider Pur	2.4	Filled up
14.	The state of the s	1.6	Filled up
15.	Mandawali Fazilpur	2.8	Filled up
16.	Rohini Phase III	4.8	Filled up
7	Near Hastal Village in West Delhi	9.6	Filled up
8	Site near Ghazipur Dairy Farm	28.0	In operation
-	Site near Jhangipur / Bhalswa		In operation
19.	Okhla Phase I		In operation
20.	Crossing on G.T. Karnal Road		In operation
1	Jaitpur / Tajpur	9.84	New
2.	Near Puthkhurd	55.0	New
3.	Bawana to Narela Road	28.0	New
4	Sultanpur Dabas (Bawana)	16.0	New

Appropriate land should be earmarked for solid waste management keeping in view a long-term perspective.

The area required for solid waste disposal through various technologies including sanitary landfill sites shall be reserved in the Zonal Ptans. This shall also include buffer zone of 'no development' around landfill sites. Keeping in view the fact that finding new sanitary landfill sites in Delhi is becoming extremely difficult, there is no option, but to resort to alternative and decentralised methods of waste treatment, reduction, recycle and use, which include vermiculture, fossilisation and composting. Pilot projects in this regard have been taken up by the MCD with the consultants.

ANNEXURE-C

# SOUTH DELHI MUNICIPAL CORPORAATION TOWN PLANNING DEPARTMENT

21ST Floor, E-Block, Civic Center, Minto Road, New Delhi-110002

No. TP/6/50MC/18/1265

Dated. 30 08 2018

To.

The Director (Plg.), Zone-D, DDA, Vikas Minar, ITO, New Delhi.

Subject: Proposal of SDMC with respect to change of land use of an area measuring 5.0 acres from 'Recreational (District Park)' to 'Government (G2)' for the construction of SDMC (Headquarter) Building near DTC Bus Depot, IP Estate, New Delhi falling in Planning, Zone-D.

Reference: No. F. 20(1)2017/MP/D-34 dated 26.03.2018

Sir.

In continuation of SDMC Letter No. TP/G/SDMC/18/117 dated 23.05.2018, it is to further mention that proposal of Traffic Impact Assessment (TIA) of proposed SDMC Headquarter near DTC Depot at I.P. Estate was discussed in Core Group Meeting of UTTIPEC held on 17.08.2018. In this regard, representative of PWD, Sh. R.K. Meena, Assistant Engineer raised some queries regarding integration of proposal of network connectivity plan of Pragati Maidan with the proposed SDMC (HQ) which were addressed by the undersigned and representative/ consultant of NBCC. The details of solutions raised by PWD are as under:

- Tunnel approved will not be disturbed by SDMC, HQ. No columns will be cast in way of tunnel.
- 2. Structure part taken will be outside the tunnel area.
- 3. Vehicular movement in SDMC office will not take internal entry from tunnel.
- 4. Vehicular movement and Pedestrian movements will be separate.

Site Plan with integration of the proposed PWD tunnels and ramp is enclosed for information and necessary action.

Encl: As above

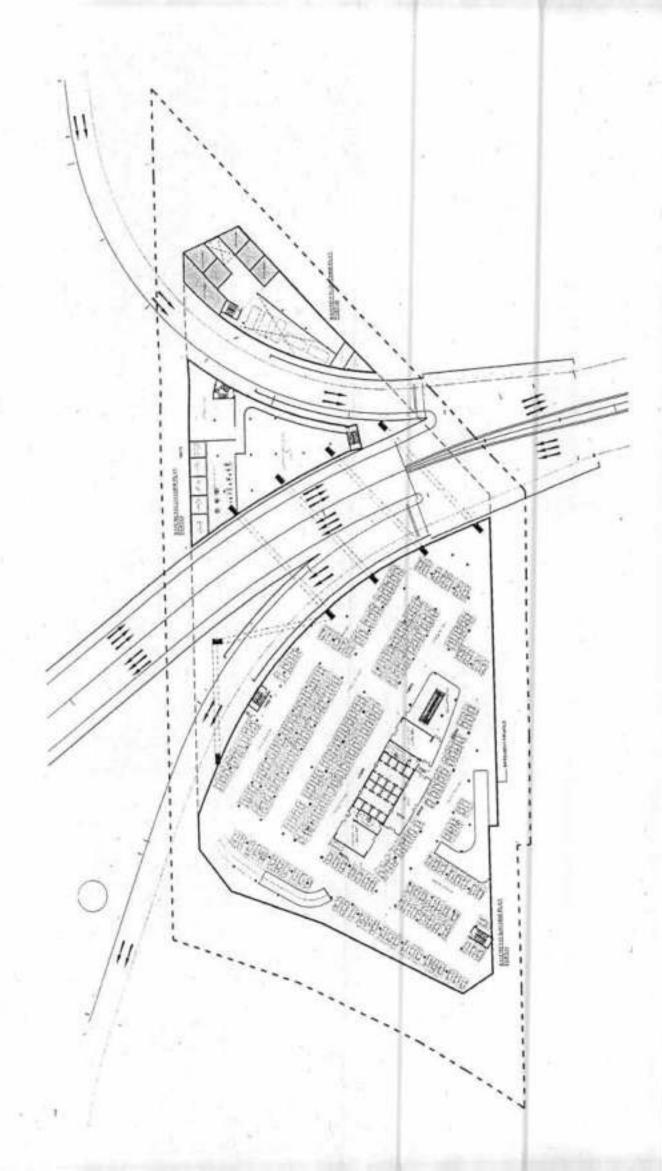
Yours faithfully,

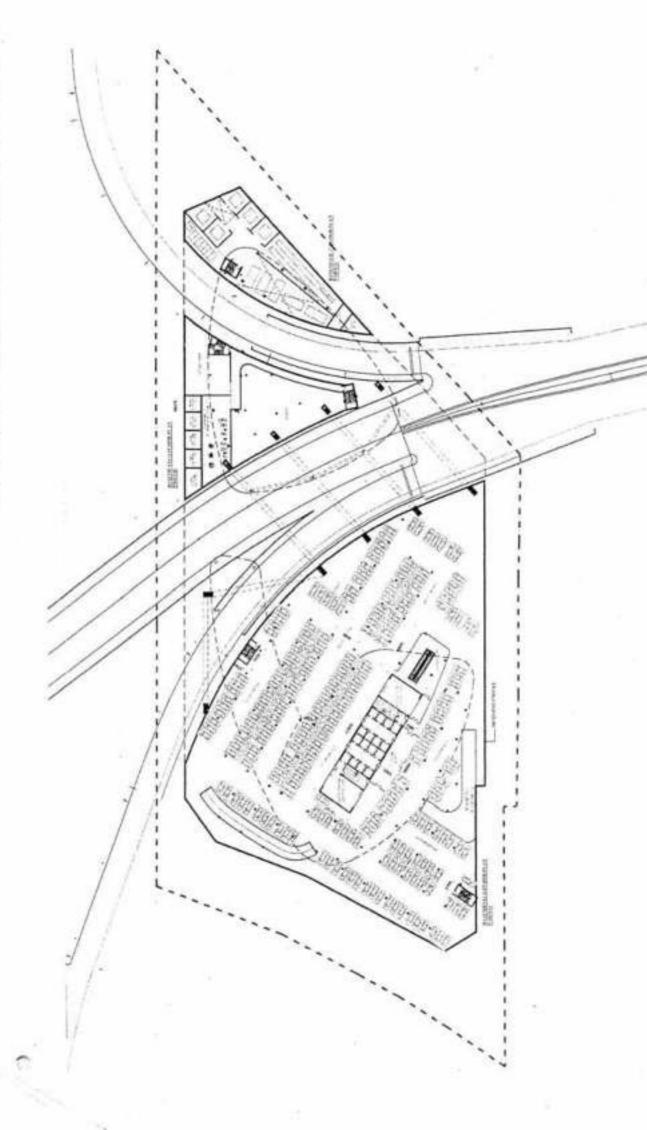
Chief Town Planner, SDMC

Copy to:

1. Director, UTTIPEC, 2nd Floor Vikas Minar, ITO, New Delhi.

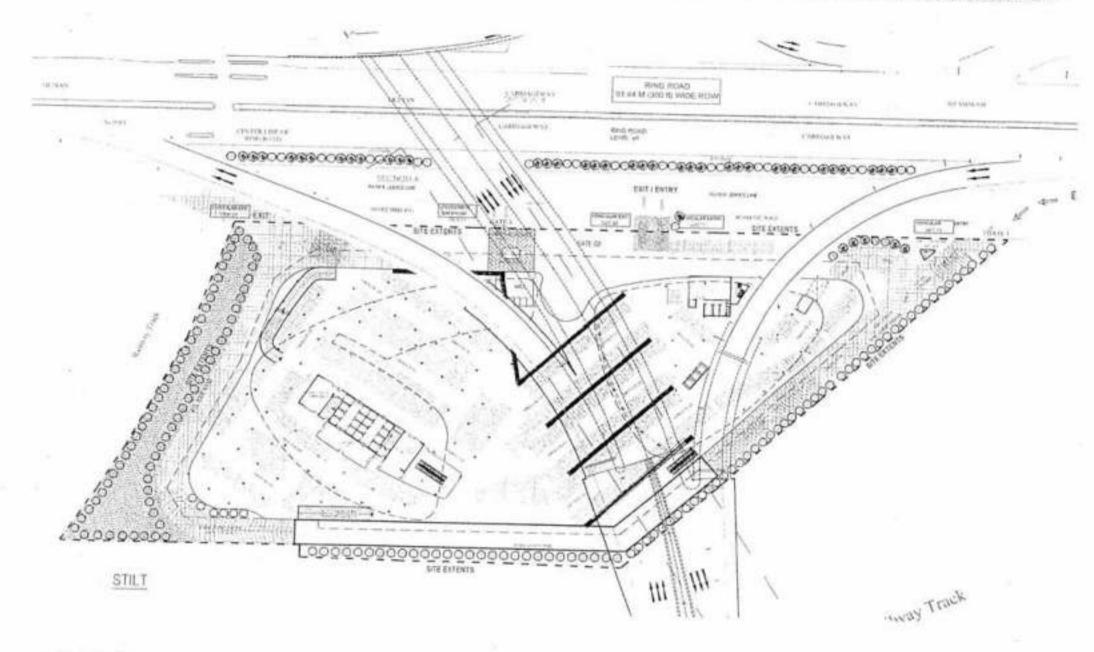
South Delhi Municipal Corporation HQ





PODIUM LEVEL-1

# STILT FLOOR PLAN



# OFFICE OF THE DY. COMMISSIONER OF POLICE TRAFFIC: (HQ), DELHI DELHI TRAFFIC POLCIE HDORS,, DEV PRAKASH SHASTRI MARG, PUSA, NEW DELHI

No.(F.39/18)/

/TE (NOC)/Traffic dated, Delhi the /6 /02/2018.

To

The Dy. Director Zone-D Delhi Development Authority Area Planning, Zone D 3rd Floor, Vikas Minar L.P. Estate, New Delhi - 110002.

Subject: -

Proposal of SDMC with respect to the change of land use of an area measuring 5.00 acres from 'Recreational (District Park) to Government (G2)' for construction of SDMC Headquarters Building near DTC Depot, LP. Estate, New Delhi, falling Planning Zone D.

Sir.

Please refer to your office letter No. F. 20(01)/2017/MP/D-174 dated 17.11.2017 on the subject cited above. In this respect, I am directed to inform that the proposed change of land use of an area measuring 5.00 acres from 'Recreational (District Park) to Government (G2)' for construction of SDMC Headquarters Building near DTC Depot, I.P. Estate, New Delhi, falling Planning Zone D has been examined from traffic point of view. The proposed site is situated on Ring Road towards Rajghat. The location is very important from traffic point of view as there remains heavy volume of traffic as well as frequent movement of VIPs. The proposed construction of SDMC Headquarter Building is likely to have its influence in the form of substantial increase in the generated traffic and induced traffic other than the normal traffic growth rate in the adjoining vicinity.

It is, therefore, suggested that a comprehensive site impact analysis study may be got conducted focusing on the on transportation perspective and the same can be ascertained as well as reviewed by DDA/UTTIPEC before a decision is taken for the proposed change of land use, for ensuring better traffic management in the area in the larger public interest.

Yours faithfully,

ACP/TE

FOR DY, COMMISSIONER OF POLICE:

TRAFFIC (HQ), DELHI

No.(F.39/18)/

/TE (NOC)/Traffic dated, Delhi the

/02/2018.

Copy to DCP/T-CR for information & necessary action.

Burner Ost 2018 Page Copy to De C

Minutes of the Technology Committee Meeting-Held on 22.2.2017.

# AGENDA FOR THE TECHNICAL COMMITTEE MEETING

Subject:

Proposal regarding change of Land Use of an area measuring 5 Acre of land out of 8.75 Acre (approx) from "Recreational (District Park)" to 'Govt. Office' located in I.P. Estate near DTC Bus Depot, falling in Planning Zone "D".

File No. 125(1) 2017-MP.

# 1.0 Background:

1.1 The Request for change of land use has been received from Competent authority, South DMC.

a) After trifurcation of erstwhile Municipal Corporation of Delhi, no space for SDMC Headquarter has been allocated and for the last more than four years, the entire deliberative and executive wings are functioning from Dr.SPM Civic Centre building at JLN Marg, by sharing the covered area with North Delhi Municipal Corporation.

b) A decision was taken by the Competent Authority that South Delhi Municipal Corporation needed a separate building within its area of jurisdiction to carry out the day to day works of its executive and deliberative wing. Since the land in question located in I.P. Estate along DTC Bus Depot is the only available site within South DMC. The higher authority took a decision to develop this site for headquarter building for South Delhi Municipal Corporation.

c) In the Planning Zone-D which falls in the administrative jurisdiction of South Delhi Municipal Corporation, a parcel of land measuring 8.75 acre approximately, is in possession of SDMC and has presently a 'Park'. This land is located next to the Indraprastha DTC Bus Depot and is easily accessible from Ring Road. As per the Zonal development plan of Zone D, this land falls in the area shown as part of the District Park.

Recently. North DMC started raising the issue with SDMC emphatically to bacate the Civic Centre premises and it is, thus, expedient that an immediate arrangement for constructing SDMC HQ building is made.

### 2.0 Examination:

2.1 The land use of plot in question (Proposed for Construction of Govt. Office) is 'Recreational' (District Park) as per the Zonal Development Plan of Zone-D (approved under MPD-2001).
2.2 There are few small transport of the Construction of Govt.

2.2 There are few small trees existing at the site. There are two high tension lines passing through the area, as shown in the plan which is being enclosed.

2.3 As regards the Ownership of 8.75 acre land, the relevant portion of the comments of DOH SDMC is reproduced here under.

"The land in question Inderprastha Udyan, MCD, Horticulture Department situated in I.P. Estate, New Delhi marked ABCD on the plan(Area 8.75 acre) shown in red colour on the map(plan enclosed) is developed as Inderprastha Udyan by Horticulture Deptt. (Erstr/hile MCD) and was inaugurated on 12 May 2000 by the then Hon'ble LG of Delhi Sh. Vijay Kapoor in presence of Sh. Jag Mohan the then Minister of Urban Development, GOI; Smt. Shila Dixit, the then Chief Minister. Delhi, Sh. Shanti Desai, the then Mayor MCD and Sh. 3.P. Acet rwal the then Commissioner, MCD (copy of the inauguration store)

enclosed). Since then park is under Control, Management & Possession of Horticulture Department of South Municipal Corporation.

Comments of Chief Engineer Central Zone-"May Kindly peruse the report of Erirector (Horticulture) as above. It is further clarified that above park is under management control of Central Zone, SDMC."

Further, a meeting was held on 1/12/2016 under the chairmanship of Jt. secretary(L&E), it was decided to take up the matter with DDA regarding change of land use for construction of HQ of SDMC out of 8.75 acre green land.

- 2.4 The site does not fall in Natural Conservation Zone (NCZ), Natural features such as water bodies, etc.
- 2.5 Planning Observation
- (a) At present, land-use of this area measuring 8.75 acre (approximately) is District Park, as per the approved Zonal development plan of Zone-D under MPD-2001.
- (b) The site is most appropriate for construction of SDMC HQ building because of its proximity to IP Depot, Indraprastha Metro Station, and thus being easily accessible for the general public to seek redressal of their grievances related to daily life utility and services related issues.
- (c). SDMC is, therefore, sending this request proposal for CLU of area measuring 5 Acre of land out of said 8.75 acre (approximately) from District Park to Government Office.
- (d: The change of land-use of a similar nature project i.e. second Interstate Bus Terminal (ISBT) at Sarai Kale Khan, Delhi, has already been done by DDA vide Notification No. SO 501(E) dated 12.02.2015 and thus, there may not be any difficulty for consideration of the change of land use of the proposed site from District Park to Government Office.
- (e) As confirmed by the Horticulture Department of SDMC, this land is held by SDMC and a park is in existance over here since 12.05.2000.
- (f) For the purpose of efficient functioning of SDMC Headquarter, a covered area of approximately 77037 sq.mtr. is required, which can be accommodated at this site, although an effort is being made to obtain additional area of 1.65 acre, next to this site, from the L&DO...
- It is proposed to leave sum area of this site vacant for alternative plantation / Maintaining Green for development of the site as green complex/ green building.
- 3.0 Information required as per the MoUD, GoI letters dated 07.04.2015/04.09.2015:

S.Nr.	Information required	Gol letters dated
Α.		Explanatory background
(i)	As per MoUD letter dated 04.09.20  Background Note indicating the current situation / provisions;	At this site, earlier a Hot-Mix Plant wa in existence. Thereafter park is in existence from 12/05/2000
_ [	N.	date. However, the land use has been mentioned in the Master Plan

	modification;	SDMC Head Quarter.
(X)	What is the number of people / families / households likely to be affected by the proposed policy;	No person/family/household affected furthermore, General Public will be benefited at large
(xi)	Whether the proposal is in consonance with the existing plans, laws, bye-laws, rules, etc;	Yes, the change of land use is within the purview of provisions contained in MPD-2021.
(XII)	Whether the implementation of the proposal will require changes in certain rules, provisions of Master Plan, etc., and if yes, what action has been taken to bring about such changes;	No change required.
(XIII)	Whether the departments / organizations / Ministries related with the proposal have been consulted and if yes, what were their views and how they were disposed.	Furthermore the
(XIV)	Whether the relevant guidelines/ orders of DOP&T, Ministry of Finance and other nodal Ministries / Departments were taken into account while preparing and examining the proposal.	The proposal does not require to take into consideration any guidelines / orders of DOP&T/ Ministries.
(xv)	The name, designation and contact information of an officer of the level of Director or above who will be the nodal officer to be contacted by the Ministry regarding the proposal.	On behalf of South DMC, Sh. S.K Singh deputy commissioner Land Estate shall be the nodal officer (Tel. No. 8588889343).

B.	As per MOUD letter dated 07.04.2015:		
а.	Whether the land is government or private and who is the land owning agency?	The site in question is under the management and control of South DMC.	
b.	On whose request the change of land use case or modification to MPD-2021 has been initiated?	The proposal has been initiated on the request received from Commissioner, South MCD.	
e.	Whether a responsible officer from DDA (give details) was deputed for inspection of site and a copy of inspection report be provided.	The site has been inspected by the staff of L&E Deptt., South DMC.	
í.	proposed to be served by	The proposed modification/change of fund use will serve the public purposes of construction of Head Quarter Building	

	of land use?	for SDMC.	
e.	What will be impact of proposal on the ZDP / MPD and whether the changes are in consonance with the approved plans/ polices?	Yes please.	
f.	What will be proposal's impact / implications on general public eg. Law & order etc.?	There will be no implication regarding Law & order on the general public.	
g,	Whether any court cases are ongoing on the land mentioned in the proposal? Full details be a tached.	No Court Case is pending on the site in question.	

(1)	What is the change proposed in MPD 2021/change of land use cases?	The proposed change of land use is from Recreational (District Park) to Govt. Office.
(ii)	Why is the change proposed i.e. the context and justification?	Change of land use has been proposed to fulfill the utmost need of SDMC to have its Head Quarter Building for SDMC.
(iii)	With the proposed changes / amendments who are going to be benefitted ? A tentative statistics of details who will be benefitted, should be given.	At least 49 Lac Population will be benefited by the proposed change of land use.
(iv)	How they are going to be benefitted from the proposed amendment / change?	As above, anyone can reached this site for required interaction with the elected representative and the executive functionary.
(v)	Any other relevant statistics, details, information, etc which will be useful from the point of view of press release for information to the public et large shall also be give.	For the last almost four years since the existence of SDMC it does not have Head Quarter Building of its own. This being the most convenient location for the public at large, this change of land use is beneficial.

## Clarification w.r.t. detailed status report and justification of plot area for change of land use and detailed status report of site with reference to the survey done by the Total Station Machine to DDA vide letter No.DC/L&E/SDMC/D-1733 dated 27.01.2017

This is with reference to the telephonic discussion wherein you had sked for the detailed status report and justification of plot area for change of and use for construction of SDMC (HQ), Building for an area measuring 2.5 serv (HAc.) for executive wing and 2.5 Acre (HAc.) for Deliberative Wing and

101/

the detailed status report of site with reference to the survey done by the Total Station Machine. The justification is as under:

a) Justification of plot area for change of land use for construction of SDMC (HQ), Building for an area measuring 2.5 Acre (1Hac.) for executive wing and 2.5 Acre (1Hac.) for Deliberative Wing

After trifurcation of erstwhile Municipal Corporation of Delhi, no space for SDMC Headquarter has been allocated and for the last more than four years, the entire deliberative and executive wings are functioning from Dr.SPM Civic Centre building at JLN Marg, by sharing the covered area with North Delhi Municipal Corporation.

Recently, North DMC started raising the issue with SDMC emphatically to vacate the Civic Centre premises and it thus became, expedient that an immediate arrangement for constructing SDMC HQ building be made.

Decision was taken by the Competent Authority that South Delhi Municipal Corporation needed a separate building within its area of jurisdiction to carry out day to day works of its executive and deliberative wing. Since the land in question located in I.P. Estate along DTC Bus Depot is the only available site within South DMC, the higher authority took a decision to develop this site for headquarter building for South Delhi Municipal Corporation.

In the Planning Zone-D which falls in the administrative jurisdiction of South Delhi Municipal Corporation, a parcel of land measuring 8.75 acre approximately, is in possession of SDMC. This land is located next to the Indraprastha DTC Bus Depot and is easily accessible from Ring Road and DMRC route.

- It is pertinent to mention that SDMC is serving the population of almost 56 lakh citizens with a responsibility of maintaining, upgrading and developing civic amenities efficiently with a view to create a better tomorrow for citizens of Delhi. It occupies an area of \$56.91 Sq. K.M. and has 104 wards. SDMC also has unique distinction of providing civic services to highly posh residential and commercial areas, rural and urban villages, JJ Resettlement Colonies, regularized and unauthorized colonies.
- There are two wings i.e. Deliberative Wing and Executive Wing. Deliberative Wing is headed by Mayor. In addition to him Deputy Mayor, Standing Committee Chairman, Leader of House and Leader of opposition are also part of the Deliberative Wing. There are 104 wards/Municipal Councillor in SDMC. The organization structure of the committee is divided into four statutory committee, twelve, special committee and eleven, adhoc committee. The total space required for deliberative wing is 210250 sq ft excluding parking, refuse area and other facilities which require area of I Hac (2.5 Acre approx.)
- Executive Wing is headed by the Commissioner under him Additional Commissioners are there. Departments are headed by their respective Head of Departments. The total strength of the staff accommodating in the SDMC Head Quarter level is 2643 and the space required for executive wing is 294651 sq. ft. excluding parking and refuse area which

190/c 199/c

require minimum area of 1 Hac (2.5 Acre approx.). The total area required for accommodating executive wing and deliberative wing including parking and refuse area is 829228 sq. ft or 77037 sq m.

For the purpose of efficient functioning of SDMC Headquarter, a covered area of approximately 77037 sq m is required, which can be accommodated at this site.

SDMC is, therefore, sending this request proposal for Change of Land Use of area admeasuring 5 Acre (2.5 Acre (1Hac) for executive wing and 2.5 Acre (1 Hac) for deliberative wing) of land out of said 8.75 acre (approximately) from District Park to Government Office.

The change of land-use of a similar nature project i.e. second Interstate Bus Terminal (ISBT) at Sarai Kale Khan, Delhi, has already been done by DDA vide Notification No. SO 501(E) dated 12.02.2015 and thus, there may not be any difficulty for consideration of the change of land use of the proposed site from District Park to Government Office.

# b) Detailed status of site with reference to survey done by Total Station Machine

The Hot Mix Plant was running at the instant site for about 25 years. Later on the site of Hot Mix Plant closed down by the order of Supreme Court of idia due to polluted industries. To retain this site as un-encroached and easy to control, the park was inaugurated on 12th may 2000 by the Hon'ble Urban Development Minister GOL.

- As directed by DDA, the Total Station Machine (TSM) survey was carried
  out by the Surveyor named Techno Survey Consultant land & Quantity
  Surveyor. The TSM report is annexed herewith as annexure 'C'. The
  silent features of the site are as under.
- In this report the site is bounded as:

North - Railway line

South: - Open land & Railway line

East: - 275'-0" existing ROW of Ring Road (Proposed 300'-0" wide road as per ZDP)

West: - Open land & Railway line

The site under reference is bounded by boundary wall. The same is also shown in the Annexure 'A'.

There are the two high tension lines passing through the site. It is assured by SDMC that there is no Building block shall be constructed within 15 m or 50 feet from the Center line of High Tension Line or as per the norms/ guidelines of UBBL2016/ BSES Norms.

Trees which exist at site are also shown in the TSM survey plan. The name of the trees is as under.

S. No.	Name of the Tree	
1.	Peepal	
2.	Neem	-
3.	Palm	
4.	Equiyptus	

6	Siras	
7	Shall	
Total number of trees: - 35	Rubber	

Out of these 35 trees, 15 trees are clustered together as green. During planning this cluster of trees shall be maintained as green. The same is shown in the proposal which is annexed at annexure 'B'.

Furthermore, it is assured by the SDMC that as far as possible the proposed building block shall be constructed to save big trees as shown in the TSM Plan and maintained green for alternative plantation for development of site. In case any tree(s) is affected during planning/designing, alternative plantation shall be provided to maintain green.

The existing ROW of ring road is 275'-0", there is a service lane exist at site. The entry of the site is from service road and not directly from ring road. The proposed ROW as per the approved ZDP of Zone D is 300'-0". SDMC shall maintain the proposed ROW as per ZDP -D i.e. 300'0" i.e. 150'-0" from the either side from center line of the road.

In view of the above, it is requested to kindly consider this matter for change of land use for construction of SDMC (HQ) at the earliest.

# D. Point-wise Reply of DDA letter No. F.20(01)2017-MP/D-36 dated 16.02.2017

- a) As per the information of SDMC the proposed site of 5 Acres is not part of the area measuring 1.8 Hectare stated as existing land fill site at Sl. No. 10 of table 14.7 of MPD -2021.
  - b) Necessary clarification/ NOC from L&DO was earlier sent with the proposal. The copy of the same is however being added as 'Annexure C'.
- 2. The area of cluster of trees required to be retained and safeguarded within the scheme area has been earmarked in the proposed site as encircled (900° diameter). These are 15 trees and therefore there is no need to omit out or exclude this clustered area of trees from the change of landuse, therefore, the entire area of 5 acres may please be considered for change of land use.
- 3. This issue has been discussed with National Building Construction Corporation (NBCC) which is undertaking the project of Redevelopment of Pragati Maidan, on which there is no tunnel seen in the proposal and therefore apprehension about impact of circulation network on the redevelopment of Pragati Maidan is not likely to be there. It is further stated that the location of proposed subway from the Ring Road to Pragati Maidan has not yet been finalized. In case of finalization, necessary adjustments will be accordingly made.
- 4. In this respect Joint Secy. L&E himself has proposed SDMC to process for change of land use of this area for construction of headquarter for SDMC, there upon a copy of the minutes of the meeting received is annexed as 'Annexure 2'. The actual physical possession of the land in question has been with SDMC for last forty five years.

4.0 Proposal:

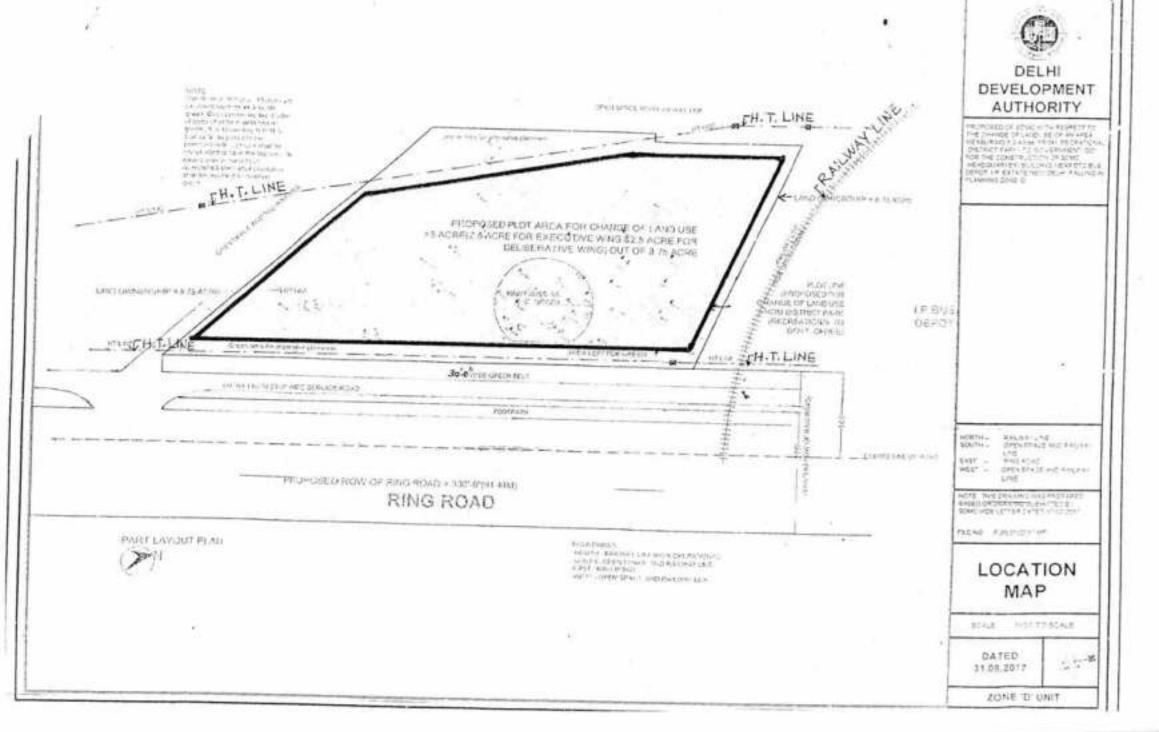
In view of the above, the land use in respect of an area measuring 5 Acre of land out of 8.75 Acre (approx.) located in I.P. Estate near DTC Bus Depot, Delhi, falling in Planning Zone- 'D' may be changed from Recreational (District Park) to Govt. Office under Section 11A of DD Act, 1957.

Location	Area Ha (Acres)	Land use as per MPD- 2001/ZDP	Land use Changed to	Boundaries
1	2	3	4	5
Head Quarter Building for SDMC on land in I.P.	5 Acre of land out of 8.75 Acre (approx.)	Recreational (District- Park) 1:	Govt. Office	North: Railway Line.  South: Open Space and Railway Line.
Estate near the DTC Bus Depot, Delhi.	the VERSEND  Bus This Propose was Considered in the IST Securior Committee  t. Meeting held do. 22.02.2017			East: Ring Road.  West: Open Space and Railway Line.

#### Recommendations:

The proposal at Para 4.0 above is placed before the Technical Committee for consideration under Section 11A of DD Act for inviting objections / suggestions from public by issue of Public Notice.

09/2017	Proposal regarding change of land use of an area measuring 5.0 acre of land out of 8.75 acre (approx.) from	The proposal was presented by Addl. Commissioner, South Delhi Municipal Corporation (SDMC). After detailed deliberation, the proposal as	Action: Director (Plg.)Zone-D
	"Recreational"(District Park) to Govt. office located in IP Estate near DTC bus depot falling Planning Zone D. F.20(01)2017-MP	contained in para 4.0 of the agenda was recommended by the Technical Committee for further processing under Section- 11A of DD Act, 1957 subject to the fulfilment of the following by SDMC:	
-		<ol> <li>SDMC will provide the layout plan clearly demarcating the proposed site of 5.0 acres of land out of 8.75 acres proposed for change of land use.</li> </ol>	
		II) SDMC will integrate the proposal with Circulation Plan of Pragati Maidan which is being dealt by Delhi Govt. in	



(1)

# DEVELOPMENT AUTHORITY

Proposed of SDMC with respect to the change of Level Use of an Area Measuring 5.8 Acres. From Representant Distinct Packs to Government G2; for the construction of SDMCD Head tuchter building rape G16 Har Depot. 1.P Exists New Debt., Falling in Planning Zone G.

North-Rollway Line South- Open Space & Reliway Line East - Ring Roed West - Open Space & Hallway Line

Note: This Drawing was Prepared based on Brawing submitted by SDMC vide letter dated 17.02.2017 File No. F-20(01)2017-MP

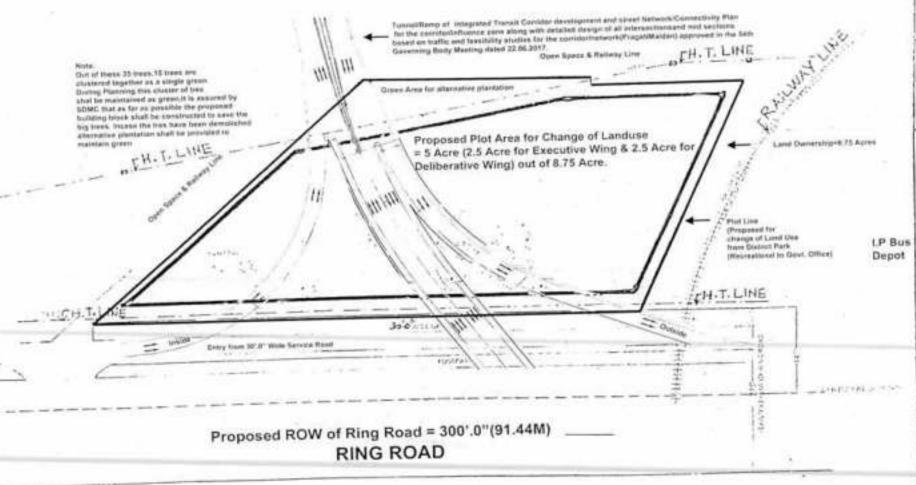
## LOCATION MAP

SCALE NOT TO SCALE

DATED \* 21.03.2017



ZONE TO UNIT



Part Layout Plan

#### DELHI DEVELOPMENT AUTHORITY (Office of Commissioner-cum-Secretary)

No. F.2(2)2018/MC/DDA/147

Dated: 14th September, 2018

Sub: Minutes of the meeting of Delhi Development Authority.

Kindly find enclosed minutes of the meeting of Delhi Development Authority held on 7th September, 2018 at Raj Niwas, Delhi. Amendments to the minutes, if any, may kindly be proposed within 3 days.

> ( D. Sarkar ) Commissioner-cum-Secretary

Encl: As above.

#### CHAIRMAN

Shri Anil Baijal
 Lt. Governor, Delhi

#### VICE-CHAIRMAN

2. Shri Udai Pratap Singh

#### MEMBERS

- Shri K. Vinayak Rao
   Finance Member, DDA
- Shri Jayesh Kumar
   Engineer Member, DDA
- Shri Manoj Kumar
   Additional Secretary, Ministry of Housing & Urban Affairs, Govt. of India
- Shri B.K. Tripathi Member Secretary, NCR Planning Board
- Shri Vijender Gupta, MLA & Leader of Opposition in the Legislative Assembly of NCT of Delhi
- Shri Somnath Bharti, MLA
- Shri S.K. Bagga, MLA.
- Shri O.P. Sharma, MLA
- Shri Manish Aggarwal Municipal Councillor, South Delhi Municipal Corporation
- Shri Jayender Kumar Dabas
   Municipal Councillor, North Delhi Municipal Corporation

## SPECIAL INVITEES

- Shri Anshu Prakash Chief Secretary, GNCTD
- Smt. Renu Sharma Principal Secretary (Finance), GNCTD
- Shri Rajiv Yaduvanshi Principal Secretary (UD), GNCTD
- Dr. G. Narendra Kumar Principal Secretary (L&B), GNCTD
- Chief Planner Town and Country Planning Organization
- Dr. Puneet Kumar Goel Commissioner, SDMC
- Dr. Ranbir Singh Commissioner, EDMC
- Shri Madhup Vyas
   Commissioner, NDMC
- Shri Rajeev Verma Principal Commissioner (Coordn.), DDA
- Shri Shripal Principal Commissioner (Personnel, Landscape & Hort.), DDA

#### Copy also to:

- Shri Vijay Kumar Principal Secretary to Lt. Governor, Delhi
- Smt. Chanchal Ydav
   Special Secretary to Lt. Governor, Delhi
- Shri R.N. Sharma Special Secretary to Lt. Governor, Delhi
- Shri Ravi Dhawan
   Jt. Secretary to Lt. Governor, Delhi
- Shri Anoop Thakur
   PS to Lt. Governor, Delhi

## Copy for kind information to:

PS to Minister (H&UA), Office of the Minister of Housing & Urban Affairs, Govt. of India.

#### DELHI DEVELOPMENT AUTHORITY

Minutes of the meeting of the Delhi Development Authority held on 7th September, 2018 at 10.00 a.m. at Raj Niwas, Delhi.

Following were present:

## CHAIRMAN

Shri Anil Baijal Lt. Governor, Delhi

#### VICE CHAIRMAN

Shri Udai Pratap Singh

#### MEMBERS

- Shri K Vinayak Rao
   Finance Member, DDA
- Shri Jayesh Kumar Engineer Member, DDA
- 3 Shri Vijender Gupta, MLA & Leader of Opposition in the Legislative Assembly of NCT of Delhi
- 4 Shri S K Bagga, MLA
- 5 Shri O P Sharma, MLA
- Shri Manish Aggarwal Municipal Councillor, South Delhi Municipal Corporation
- 7 Shri Jayender Kumar Dabas Municipal Councillor, North Delhi Municipal Corporation

#### SECRETARY

Shri D Sarkar Commissioner-cum-Secretary, DDA

## SPECIAL INVITEES

- Shri Anshu Prakash
   Chief Secretary, GNCTD
- Smt. Renu Sharma Principal Secretary (Finance), GNCTD
- Shri Raajiv Yaduvanshi Principal Secretary (UD), GNCTD
- 4 Shri Puneet Goel Commissioner, South Delhi Municipal Corporation
- 5 Dr Ranbir Singh Commissioner, East Delhi Municipal Corporation
- 6 Shri Madhup Vyas Commissioner, North Delhi Municipal Corporation
- Shri Rajeev Verma Principal Commissioner (Coordination), DDA
- 8 Shri Shripal Principal Commissioner (Pers., Hort. & LS), DDA
- 9 Shri K Sanjay Murthy Joint Secretary, Ministry of Housing & Urban Affairs, Govt. of India

## LT. GOVERNOR'S SECRETARIAT

- Shri Vijay Kumar Principal Secretary to Lt. Governor
- Smt. Chanchal Yadav
   Special Secretary to Lt. Governor
- Shri R. N Sharma Special Secretary to Lt. Governor
- 4 Shri Ravi Dhawan Joint Secretary to Lt. Governor
- 5 Shri Anoop Thakur Private Secretary to Lt. Governor

 Hon'ble Lt. Governor, Delhi/Chairman, DDA welcomed all the Members of the Authority, Special Invitees and senior officers present in the meeting of the Authority.

#### Item No. 25/2018

Confirmation of minutes of the meeting of the Delhi Development Authority held on 19.06.2018 at Raj Niwas. F. 2(2)2018/MC/DDA

Minutes of the meeting of the Authority held on 19.6.2018 were confirmed as circulated.

#### Item No. 26/2018

Action Taken Reports on the minutes of the meetings of the Delhi Development Authority held on 11.04.2018 and 19.06.2018. F.2(3)2018/MC/DDA

The members of the Authority made the following observations with reference to the Action Taken Reports (ATRs) on the minutes of the meetings of the Authority held on 11.04.2018 and 19.06.2018:-

## Shri Vijender Gupta:

- i) Recruitment Regulations need not be approved by the Ministry of Housing & Urban Affairs, Government of India for assigning officiating charge of the posts of Chief Engineers in DDA to DDA officers. If required, clarification may be sought from Ministry of Housing & Urban Affairs, Government of India in this regard.
- The matter regarding compassionate appointment should be expedited.
- The entire land earlier allotted for the slaughter house at Idgah should be re-allotted to North DMC for construction of multi-level parking.
- iv) If DDA decides to pay deficiency charges for parks transferred to North DMC, the amount should be utilized only for development of these parks and not for paying salaries by North DMC.
- DDA should plan construction of zonal offices and land where temporary offices of DDA are located at Kirti Nagar, should be utilized for its intended purpose.

## Shri O P Sharma:

Removal of jhuggi cluster on right of way of 60 foot road at i) Vishwas Nagar is pending for several years.

The jhuggi clusters existing at Shanti Swaroop Bhatnagar Marg ii) should not be eligible for rehabilitation, as they are encroachers on public road and should be removed immediately.

## Shri S K Bagga:

Unauthorized occupation by Delhi Traffic Police on land allotted by i) DDA for Chacha Nehru Hospital at Geeta Colony should be removed.

Demarcation of land in Khasra No. 277 of Hauz Khas has not yet ii)

been completed.

Consider allotment of any alternative land for community services iii) to residents of Gautam Nagar.

## Item No. 27/2018 Modifications in Chapter-19 (Land Policy) of MPD-2021. F.3(53)/2003-MP/Vol.II/Pt.-III

The proposal was explained by Commissioner (Planning). informed that per 1000 hectares of pooled land will accommodate about 3,85,000 persons in approximately 85000 Dwelling Units. About 17 lakh Dwelling Units will be constructed under Land Pooling Policy out of which around 5 lakhs will be available under EWS category.

After detailed deliberations, the following was decided:-

- The phrase "or actual cost whichever is less" be inserted in the i) Clause 19.3(xi).
- The provision of charging of stamp duty may also be included in ii) the policy / regulations as a new clause in the regulations.
- Isolated land parcels falling within the sector may also be iii) considered for development subject to fulfillment of planning requirements.

Therefore, the amended / new clauses be read as under:-

## Clause 19.3 (xi)

i) Sell 50% of the EWS housing stock to DDA at a base cost prescribed by the latest CPWD index (plus cost of EWS parking) or actual cost whichever is less, at the time of actual handing over. The DE/Consortium will develop such 50% housing stock as a separate block and provide all necessary parking, commercial and PSP facilities for this separate housing pocket.

## Clause 19.1 (iii)

i) In order to ensure unified planning, servicing and subdivision/share of the land in a sector as per Land Policy and Regulations, a minimum of 70% contiguous land of the developable area within the sector, free of encumbrances, is required to be pooled to make the sector eligible for development. When such minimum contiguity is achieved in a sector, DDA will intimate all the constituent landowners forming part of the contiguous land in the sector to form a consortium as defined in the Regulations. Isolated land parcels of 2 ha and above falling in a sector, that are not a part of 70% contiguous land shall also be eligible for being part of the Consortium based on feasibility of the layout plan.

## Clause 19.3 (ii)

 Development and finalization of the Implementation Plan with the approval of all constituent landowners as per clause 19.1(iii) will be the responsibility of the Consortium.

The proposal contained in the Agenda Item was approved with the above amendments. The proposal will be immediately sent to Ministry of Housing and Urban Affairs, Govt. of India for issuance of final notification.

#### Item No. 28/2018

Modifications in approved Regulations for operationalization of Land Policy.

F.15(6)/2012-MP/Pt.-II

The proposal was explained by Commissioner (Planning). After detailed deliberations, it was decided that

- (a) In Clause-11 Other Development Controls, para (ii) the word minimum be inserted before "10% of all energy consumption in the new developments ......"
- (b) New clause w.r.t. applicability of stamp duty be included in the regulations.
- (c) Clause for isolated land parcels falling within the sector be also considered.
- (d) Time period for grievance redressal be mentioned and Director, NIUA also be made a part of the grievance redressal committee.

Therefore, the amended / new clauses are as follows:

## Clause 11 (ii)

New developments under the Land Policy shall comply with the mandatory green building norms as prescribed in the Master Plan and Building Bye Laws. Additionally, minimum 10% of all energy consumption in the new developments shall be through solar fittings or through other renewable energy sources prescribed for greenfield developments under the Smart Cities Mission of the Ministry of Housing and Urban Affairs.

#### Clause 15:

Stamp duty shall be charged for transfer of land/property as per prevailing law. However, no stamp duty shall be applicable on transfer of land to service providing agency / DDA by the land owners.

## Clause 12 (I)

a. First stage Grievances Redressal Committee headed by the Principal Commissioner (Land Pooling) consisting of Chief Engineer (HQ), Addl. Chief Legal Advisor, Director (Land Costing), Director (Building), Director (Plg) Land Pooling, Director (Land Pooling), Director (NIUA) or his nominee and representatives of concerned Service Providing Agencies. The committee will dispose of the grievance within 30 days of receipt of grievance. b. If any landowner/DE/Consortium is aggrieved by the decision of the first stage Grievance Redressal Committee, the same may be represented before the second Grievance Redressal Committee within 30 days. This Committee will be headed by Vice Chairman, DDA consisting of Finance Member, Engineer Member, Commissioner (Plg.), Chief Legal Advisor of DDA and concerned representatives of Service Providing Agencies. The Committee may co-opt other members, as it may require for resolution of grievances. The committee will dispose of the grievance within 45 days of receipt of grievance.

The proposal contained in the Agenda Item was approved with the above amendments. The proposal be immediately sent to Ministry of Housing & Urban Affairs for approval.

#### Item No. 29/2018

Proposed modification in MPD-2021 regarding permissible commercial activities in in-situ up-gradation/rehabilitation projects.

F.3(36)/96/MP/Pt.-I

The proposal contained in the agenda item was approved. Public notice inviting objections/suggestions be issued immediately.

#### Item No. 30/2018

Proposed modification in Master Plan for Delhi-2021 w.r.t. permissible activities in hotels. F.20(13)/2013/MP

The proposal was explained by Commissioner (Planning).

The proposal contained in the agenda item was approved for placing the same in the public domain. Public notice inviting objections/suggestions be issued immediately.

#### Item No. 31/2018

Proposal for relaxation in height & setbacks for multilevel parking site at Gandhi Maidan in Delhi, walled city area. F.20(3)2016-MP

The proposal was presented by Commissioner (Planning), DDA. Chief

Engineer North Delhi Municipal Corporation clarified to the Authority that Hon'ble High Court vide its orders dated 30.8.2018 directed DDA to convene a meeting of the Authority for considering the issue of height relaxation of the Gandhi Maidan parking facility not later than 15th September, 2018 and convey its decision to the North Delhi Municipal Corporation not later than 20th September, 2018. After detailed discussion the Authority approved the proposal contained in the agenda subject to condition that the North Delhi Municipal Corporation will scrutinize the tender documents and ensure that no undue financial benefit is given to the contractor as the proposal submitted for change in height to DDA is after completion of tender process.

Item No. 32/2018

Proposed change of land use from 'Transportation' (Railway Operational) to 'Residential' for three plots (23911.24 sq.m., 24400 sq.m. and 23687.18 sq.m.) of Northern Railway located on east & west side of Africa Avenue Road, opposite Safdarjung Railway Station, New Delhi, falling in Planning Zone-D. F.20(06)2017/MP

The proposal contained in the agenda item was approved. Public notice inviting objections/suggestions be issued for plots X and Z after fulfilling the conditions as approved by the Authority.

For Plot 'Y', the matter be referred to Ministry of Housing and Urban Affairs (MoH&UA), Government of India for seeking the approval of Prime Minister's Office (PMO) as the site falls within Lutyens' Bungalow Zone (LBZ). Public notice be issued inviting objections / suggestions after receiving the approval.

Item No. 33/2018

Proposed change of land use of an area measuring 1.336 acres (5406 sq.m.) from 'Transportation' (Bus Depot) T2 to 'Government' (Government Office) G2 allotted to Supreme Court of India for setting up of Supreme Court Archives and chambers for Advocates in Planning Zone-D.

F.20(6)2018/MP

Authority was apprised about the issuance of public notice with the approval of Chairman, DDA. The proposal contained in the agenda item was approved.

#### Item No. 34/2018

Relaxation in payment conditions in respect of Valmiki category for grant of ownership right/regularization of chulha tax payee villages. F.TN.2(10)2014

The proposal contained in the agenda item was approved. The matter be sent immediately to Ministry of Housing and Urban Affairs, Government of India for its approval.

#### Item No. 35/2018

Disposal of about 7876 cancelled/surrendered LIG/One Bed Room flats at Narela, Siraspur & Rohini to wait-listed and to bulk buyers from Central/State Government Departments, Local Bodies (i.e. Municipal Corporations, Council etc.) and Central/State Government Public Sector Undertakings & non-governmental bulk buyers.

F.1(15)/2017/Coordn.(H)/DDA

The proposal contained in the agenda item was approved.

## Item No. 36/2018

Simplification and rationalization of various interest rates applicable in DDA in respect of allotment of flats, built-up shops and plots regarding. F.21(Misc.)9/Intl./HAC/2001/2014

The proposal contained in the agenda item was approved.

#### Item No. 37/2018

- Fixation of rates for the purpose of calculating conversion charges from leasehold to freehold in respect of commercial & industrial properties for the year 2017-18.
- (ii) Fixation of land rates for the purpose of calculating conversion charges from leasehold to freehold in respect of area under multilevel parking for the year 2017-18.

F.2(34)99/AO(P)/DDA/Pt.

The proposal contained in the agenda item was approved.

### Item No. 38/2018

Correction in the figures of actual expenditure relating to construction of houses and shops in the year 2016-17 projected in Volume-I of the DDA's Budget at a glance.

F.4(3)Budget/2017-18

The proposal contained in the agenda item was approved.

Corrigendum be issued accordingly.

Item No. 39/2018

Proposed modification in MPD-2021 for setting up of Microbreweries in hotels and restaurants in NCT of Delhi.
F.3(29)2009/MP

The proposal contained in the agenda item was approved. Public notice inviting objections/suggestions be issued immediately.

Item No. 40/2018

Permissibility of 'Vocational Training Centre' in Residential Use Zone under sub clause 8 (2) of MPD-2021 with respect to plot measuring 2867.39 sq.m. (0.708 acre) located on the link road from Shanti Path to Charak Palika Hospital, Moti Bagh.

F.20(5)17/MP

The proposal contained in the agenda item was approved. The matter be referred immediately to New Delhi Municipal Council for modification in the layout plan.

Item No. 41/2018

Change of land use of site measuring 8.83 acres (3.57 ha) from "Residential" to "Public & Semi Public Facilities" (PSP) at BCS Andheria More for CRPF, New Delhi. F.3(46)/2006/MP

The proposal contained in the agenda item was approved. Public notice inviting objections/suggestions be issued immediately.

Item No. 42/2018

Regarding provision for landuse category of "Government land - Use Undermined" in MPD-2021.
F.20(1)2016/MP

The proposal contained in the agenda item was approved. Public notice inviting objections/suggestions be issued immediately.

#### Item No. 43/2018

Recovery of damages licence fees for overstayal in DDA staff quarters – review thereof.

F.1(27)/2017/SO/DDA

Decision on the agenda item was deferred.

#### Item No. 44/2018

Inclusion of clause No. 3.1.3 of DOPT in the various Recruitment Regulations.

F.1(Misc.)/2018/PB-IV

The proposal contained in the agenda item was approved. The matter be referred immediately to the Ministry of Housing & Urban Development, Government of India for approval.

#### Item No. 45/2018

Modification in 'Adoption of Parks' scheme as approved in December, 2014.

F. PA/AC(LS)/2014/DDA/187

After detailed discussions in the matter, it was decided that the survey of all adopted parks should be done for checking compliance of terms and conditions of the agreement in the time bound manner. A detailed action taken report in this regard should be placed before the Authority along with revised policy. Adequate penal provisions for violations of terms and conditions of the agreement should be incorporated both for the allottee as well as supervisory staff of DDA.

#### Item No. 46/2018

Proposal of SDMC with respect to the change of land use of an area measuring 5.00 acres from 'Recreational (District Park)' to 'Government(G2)' for the construction of SDMC (Headquarter) Building near DTC Bus Depot, I.P. Estate, New Delhi, falling in Planning, Zone-D. File No. F.20(01)2017-MP

The proposal contained in the agenda item was approved. Public notice inviting objections/suggestions be issued immediately.

# Other Points raised by the members of the Authority:

# Shri Vijender Gupta:

- Restore the earlier separate category of allotment of land to charitable institutions at concessional rates.
- ii) Permit running more than one educational activity from plots allotted to educational institutions. DDA should reconsider the heavy charges/ penalty levied on Delhi Sikh Gurudwara Prabandhak Committee as it is a statutory body running the institution on no profit no loss basis. This should be rationalized and put up in the next meeting of the Authority for appropriate decision.
- iii) As requested earlier, larger area be allotted for jhoolas/food stalls, etc., in Ramlilas.
- iv) A policy be framed for regularizing allotment of land to schools after unauthorized construction have been removed.
- One time relaxation be provided for misuse of plots allotted at paper market.
- vi) In view of the induction of Asstt. Accounts Officers with professional qualifications, it is desirable that one post of Director (Finance) be upgraded to the level of Commissioner to provide promotional avenue.
- vii) The Authority had decided in 1977 for allotment of land to Badarpur Traders Union which has not yet been implemented. An agenda in the matter should be put up before the Authority in the next meeting for appropriate action.

## Shri O P Sharma:

- Multi storeyed unauthorized construction in the river bed at Okhla be checked.
- Suggested that DDA should obtain documents from RWAs which would assist in clearing unauthorized encroachment at Saini Enclave, Chitra Vihar, Rajdhani Enclave and Karkardooma.
- Enquiry should be conducted how after allotment of land to Getaway club, Preet Vihar, DDA amended the initial terms and conditions of allotment/lease through a supplementary agreement/lease which allows activities not originally permissible.

- iv) DDA should compile a list of different types of leases executed for allotment of land and prepare a policy either for regularization of expired leases or to take back such lands.
- v) The matter regarding allotment of plot of land at Badarpur to Badarpur Traders Union be examined and put up before the Authority in its next meeting.

## Shri S K Bagga:

- Community centres be developed on lands which are not required for nursery schools.
- Parks be developed after clearing encroachments in his constituency.

## Shri Manish Aggarwal:

- Land on which temporary building of Delhi Police is constructed in C-Block, Vasant Vihar should be utilized for parking. Alternate land could be allotted to Delhi Police.
- DDA plot at Chirag Delhi should be utilized for providing parking.

## Shri Jayender Kumar Dabas:

i) Encroachment on DDA lands should be removed at Nangloi, Peeragarhi, Shahbad Daulatpur, Kirari and Rani Khera. Boundary walls should be constructed to protect the vacant land. Some of the lands should also be handed over to North DMC for schools, parks, dispensaries, etc.

Hon'ble Lt. Governor thanked all the Members, Special Invitees and senior officers for participating in the meeting.

The meeting ended with a vote of thanks to the Chair.

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