

DELHI DEVELOPMENT AUTHORITY (DISPOSAL OF DEVELOPED NAZUL LAND) RULES, 1981

GSR 872, dt. 26.9.1981

In exercise of the powers conferred by clause (j) of sub-section (2) of section 56, read with sub-section (3) of section 22 of the Delhi Development Act, 1956 (61 of 1957), the Central Government hereby makes the following rules providing for the manner of dealing with Nazul and developed by or under the control and supervision of the Delhi Development Authority, namely:—

CHAPTER I

1. Short title and commencement

(1) These rules may be called the Delhi Development Authority (Disposal of Developed Nazul Land) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions

In these rules, unless the context otherwise requires,—

- (a) "Act" means the Delhi Development Act, 1957 (61 of 1957);
- (b) "Administrator" means the Administrator of the Union territory of Delhi;
- (c) "Authority" means Delhi Development Authority constituted under section 3 of the Act;
- ¹[(ca) "company" means a company as defined in section 3 of the Companies Act, 1956 (1 of 1956);]
- (d) "family", in relation to a person means the individual, the wife or husband, as the case may be, of such individual and their unmarried minor children;
- ²[(da) "firm" means a firm as defined in section 4 of the Indian Partnership Act, 1932 (9 of 1932);]
- (e) "industrialist" means an industrialist or manufacturer and includes a person who intends to engage in an industry of manufacturing process;

- (f) "Land Allotment Advisory Committee" means the Land Allotment Advisory Committee constituted by the Authority for carrying out the purposes of these rules;
- (g) "low income group" means the group of persons the total annual income of the family of everyone of whom does not exceed seven thousand two hundred rupees or such higher or smaller amount as the Central Government may, from time to time, determine by notification, having regard to the varying inflationary trends and economic factors;
- (h) "middle income group" means the group of persons the total annual income of the family of everyone of whom exceeds seven thousand two hundred rupees or such amount notified, from time to time, under clause (g) but does not exceed eighteen thousand rupees or such higher or smaller amount as the Central Government may determine, from time to time, by notification having regard to the varying inflationary trends and economic factors;
- (i) "Nazul land" means the land placed at the disposal of the Authority and developed by or under the control and supervision of the Authority under section 22 of the Act;
- (j) "Notification" means a notification published in the Official Gazette;
- (k) "Plan" means the Master Plan or the Zonal Development Plan for a Zone, referred to in sections 7, 8 and 11A of the Act;
- (l) "pre-determined rates" means the rates of premium chargeable from different categories of persons and determined by notification from time to time, by the Central Government, having regard to—
 - (a) cost of acquisition,
 - (b) development charges, and
 - (c) concessional charges for use and occupation—
 - (i) for developed residential plots, at the rate of Rs. 3.60 per square metre for the first 167 square metres or part thereof, Rs. 4.80 per square metre for the next 167 square metres or part thereof, Rs. 6 per square metre for the next 167 square metres or part thereof, Rs. 7.20 per square metre for the next 167 square metres or part thereof, Rs. 8.40 per square metre for the next 167 square metres or part thereof, and Rs. 9.60 per square metre thereafter;
 - (ii) for developed industrial plots, at the rate of Rs. 3.60 per square metre for the first 0.81 hectares or part thereof, Rs. 4.80 per square metre for the next 0.81 hectares or part thereof, Rs. 6 per square metre for the next 0.81 hectares or part thereof, Rs. 7.20 per square metre for the next 0.81 hectares or part thereof, Rs. 8.40 per square metre for the next 0.81 hectares or part thereof, and Rs. 9.60 per square metre thereafter;

¹ Inserted vide GSR 486(E), dated 5.7.2002, w.e.f. 5.7.2002.

² Inserted vide GSR 486(E), dated 5.7.2002, w.e.f. 5.7.2002.

Provided that the pre-determined rates at which allotment is made to persons belonging to middle income group may be higher than the rates of premium fixed for plots allotted to persons in the low income group. Provided Further that in fixing the pre-determined rates of premium, the Central Government may fix a higher rate of premium for plots situated on main roads, corners or two roads, or at other advantageous positions than the rates of premium fixed for plots situated far away from the main roads;

(m) "Slum Areas Act" means the Slum Areas (Improvement and Clearance) Act, 1956 (96 of 1956);

¹[(ma) "trust" has the meaning assigned to it in section 3 of the Indian Trust Act, 1882 (2 of 1882);

(n) "Vice-Chairman" means the Vice-Chairman of the Authority appointed under section 3 of the Act;

(o) All other words and expressions used in these rules and not defined but defined in the Act shall have the meanings respectively assigned to them in the Act.

COMMENTS

Promissory Estoppel — When land rate charged were not denied to be notified rates — Land rates not notified by Govt. under Rule 2(1) of DDA (Disposal of Nazul Land) Rules 1981. • *Federation of Co-op. G/H Society v. Union of India* 1993 (3) RRR 625 : 1993 (26) DRJ 156 : 1993 (2) DL 117 : 1993 (2) ILR(Del) 416 : 1993 LE(Del) 220

When Govt. cannot dispute the rate charged to be not pre-determined. • *Federation of Co-op. G/H Society v. Union of India* 1993 (3) RRR 625 : 1993 (26) DRJ 156 : 1993 (2) DL 117 : 1993 (2) ILR(Del) 416 : 1993 LE(Del) 220

CHAPTER II

DISPOSAL OF NAZUL LAND

3. Purposes for which Nazul land may be allotted

Authority may allot Nazul land for public utilities, community facilities, open spaces, parks, playgrounds, residential purposes, industrial and commercial uses and such other purposes as may be specified from time to time by the Central Government by notification.

4. Persons to whom Nazul land may be allotted

²[(1)] The Authority may, in conformity with the plans, and subject to the other provisions of these rules, allot Nazul land to individuals, ³[body of

¹ Inserted vide GSR 486(E), dated 5.7.2002, w.e.f. 5.7.2002.

² Existing rule 4 re-numbered as sub-rule (1) thereof vide GSR 486(E), dated 5.7.2002, w.e.f. 5.7.2002.

³ Substituted vide GSR 220(E), dated 19.04.2006, w.e.f. 19.04.2006

persons, firms, companies], public and private institutions, co-operative house building societies, other co-operative societies of individuals, co-operative societies of industrialists and to the departments of the Central Government, State Governments and the Union territories.

¹[(2) The Authority shall, in conformity with plans and subject to the provisions of these rules, dispose the Nazul land by auction to the following institutions :

- (a) hospitals;
- (b) dispensaries;
- (c) nursing homes;
- (d) higher or technical education institutions;
- (e) community halls;
- (f) clubs;
- (g) schools:

²[Provided that nothing contained in this sub-rule shall affect the allotment of land to the Central Government, State Government, Union territory, local body, autonomous bodies or organizations owned by the Central Government.]]

COMMENTS

Acquisition of nazul land — Alternative plots — Applications for alternative plots were filed on 7.1.1986 — On scrutiny of documents it was found that respondents purchased land within five years of the said notification, thus, their applications were rejected — High Court wrongly set aside order of rejection and remitted matter to DDA — Impugned order set aside — Appeal allowed. • *Delhi Administration through its Secretary v. Umrao Singh* 2012 (127) DRJ 405[SC]

Allotment of land — Allotment of semi developed land to co-operative society — Held, claim of damages on account of filling of land not tenable — Delhi Co-operative Society Act, 1972. • *Agrasen Cooperative Group Housing Society Ltd. v. Delhi Development Authority* 1998 LE(Del) 55 : 1998 (44) DRJ 387 : 1998 (1) AD(Del) 768 : 1998 AIR(Del) 164

Land Acquisition Act, 1894 — Section 4, Section 6 and Section 48 — Development and Planning — Land Acquisition vis a vis Allotment of Alternate Plot — Refusal, alleging laches — Base of allegation is that the decision of rejection of claim of the original petitioner was communicated to him as earlier as in 1990 with reiterations in 1991 and 1992 — In factual back drops the contention of the

¹ Substituted vide GSR 220(E), dated 19.04.2006, w.e.f. 19.04.2006

² Substituted vide GSR 220(E), dated 19.04.2006, w.e.f. 19.04.2006. Before substitution, the proviso stood as under:

"Provided that nothing in this sub-rule shall affect the allotment of land to the Central Government, a State Government, a Union territory and the local body for the said purpose".

respondent/DDA found to be incorrect. • *Jai Singh Kanwar v. Union of India & Ors.* 2008 (149) DLT 354 : 2008 (5) AD(Del) 215

Allotment of Nazul Land — On no profit no loss basis — Increase in price due to increase in cost on the basis of market value of land vis-a-vis Doctrine of promissory estoppels — DDA is estopped to demand increased cost. • *Delhi Development Authority v. Lala Amar Nath Educational & Human Society* 1990 RLR 522 : 1990 (42) DLT 651 : 1990 (3) DL 347 : 1991 AIR(Del) 96 : 1990 LE(Del) 255

5. Rules of premium for allotment of Nazul land to certain public institutions

¹[Subject to the provisions of sub-rule (2) of rule 4, the Authority may] allot Nazul land to schools, colleges, universities, hospitals, other social or charitable institutions, religious, political, semi-political organizations and local bodies for remunerative, semi-remunerative or unremunerative purposes at the premia and ground rent in force immediately before the coming into force of these rules, or at such rates as the Central Government may determine from time to time.

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COMMENTS

DDA in order to prevent misuse of land, made amendment to Rule 20(e) and explanation added to Rule 5 of Delhi Development Authority Rules. — Policy decision taken by DDA on 15.12.03 insofar as it applies to Societies Registered under Society Registration Act, being contrary to Rule 5 of Rules illegal and void. Nothings on a file and recommendations made on a file, unless communicated to the party concerned do not bind the Government nor do they create a right in favour of a person — As long as while framing Master Plan and Zonal Development Plans, land stands earmarked for higher/technical education, same to be allotted by DDA as per Nazul Land Rules • *Society For Employment And Career Counselling (Regd.) v. Chairman, DDA* 2006 (129) DLT 351

Delay in making payment of premium — Interest, higher rate of — Effect of — 2 acres of land instead of 4 acres allotted to appellant — Writ as well as LPA against decision dismissed — Appellant delayed in making of premium on the ground of higher rate of interest — Appellants were forewarned of consequences of non-payment of demanded allotment amounts, if in spite of this they chose to take the gamble of not paying demanded amount, they have only themselves to blame — One month time granted to make payment due from them with interest — Failing of which respondents are at liberty to cancel their allotment. • *Mount Abu Education Society (Regd.) v. Delhi Development Authority, Vikas Sadan* 2005 LE(Del) 430 : 2005 (84) DRJ 365 : 2005 (7) AD(Del) 711

¹ Substituted vide GSR 220(E), dated 19.04.2006, w.e.f. 19.04.2006

² Omitted vide GSR 220(E), dated 19.04.2006, w.e.f. 19.04.2006.

Premium for allotment of land — Power to fix rates — Determination of appellants Challenged fixing of rate of land by DDA on the ground of excessive delegation — Plea, rates are to be fixed by Central Government and not by DDA — Held, though DDA may have been made calculation in respect of land rates, the final approval has been accorded by Central Government — Delhi Development Act, 1957 — Sections 21 and 22. • *Mount Abu Education Society (Regd.) v. Delhi Development Authority, Vikas Sadan* 2005 LE(Del) 430 : 2005 (84) DRJ 365 : 2005 (7) AD(Del) 711

Constitution of India, 1950 — Article 47 — Government Grants Act, 1895 — Lease agreement — Allotment of land to hospitals at concessional rates — Land allotted either by DDA or L&DO on condition of free treatment to poor patients — Most of the Hospitals accepted conditions except Escorts Heart Institute (EHI) and Dharamshila Cancer Foundation and Research Centre (DSCFRC) — DSCFRC cannot avoid obligations arising from condition of free patient treatment as it enjoyed benefits of concessional rates as well as other benefits — EHI and DSCFRC did not comply with conditions of letter of allotment despite making huge profits — Material or record looked into — Conditions of allotment — undoubtedly and unconditionally accepted and acted upon by hospitals — No implementation despite Specific directions — Further necessary Directions issued. • *Social Jurist, A Lawyers Group v. Government of NCT of Delhi* 2007 (140) DLT 698

6. Allotment of Nazul land at pre-determined rates

Subject to the other provisions of these rules, the Authority shall allot Nazul land at the pre-determined rates in the following cases, namely:—

- (i) to individuals whose land has been acquired for planned development of Delhi after the 1st day of January, 1961, and which forms part of Nazul land:

Provided that if an individual is to be allotted a residential plot, the size of such plot may be determined by the Administrator after taking into consideration the area and the value of the land acquired from him and the location and the value of the plot to be allotted;

- (ii) to individuals in the low income group or the middle income group other than specified in clause (i)—

(a) who are tenants in a building in any area in respect of which a slum clearance order is made under the Slum Areas Act;

(b) who, in any slum area or the other congested area, own any plot of land measuring less than 67 square metres or own any building in any slum area or other congested area;

- (iii) to individuals, other than those specified in clauses (i) and (ii), who are in the low income group or the middle income group, by draw of lots to be conducted under the supervision of the Land Allotment Advisory Committee;

- (iv) to individuals belonging to Scheduled Castes and Scheduled Tribes or who are widows of defence personnel killed in action, or ex-servicemen, physically handicapped individuals subject to the provisions of rule 13;
- (v) to industrialists or owners and occupiers of warehouses who are required to shift their industries and warehouses from non-conforming areas to conforming area under the Master Plan, or whose land is acquired or is proposed to be acquired under the Act. Provided that the size of such industrial plot shall be determined with reference to the requirement of the industry or warehouses set up or to be set up in accordance with the plants and such industrialists and owners of warehouses have the capacity to establish and run such industries or warehouses and on the condition that the land allotted at pre-determined rates shall not, in any case, exceed the size of the land which has been, if any, acquired from such industrialist or owners and occupiers of warehouses and which form part of Nazul land:
- Provided Further that in making such allotment, the Authority shall be advised by the Land Allotment Advisory Committee;
- (vi) to co-operative group housing societies, co-operative housing societies, consumer co-operative societies and co-operative societies of industrialists on "first come first served basis".

COMMENTS

Acquisition of nazul land — Alternative plots — Applications for alternative plots were filed on 7.1.1986 — On scrutiny of documents it was found that respondents purchased land within five years of the said notification, thus, their applications were rejected — High Court wrongly set aside order of rejection and remitted matter to DDA — Impugned order set aside — Appeal allowed. • *Delhi Administration through its Secretary v. Umrao Singh* 2012 (127) DRJ 405[SC] : 2012 (4) SRJ 106

Allotment — Alternate site of land — Discrimination — No vested right — Allotment of lesser area than recommended plot — Scheme envisaged only allotment of plot, not of particular size — Plot allotted through draw of lots — No discrimination — As per plans, plots meant for auction not available to such beneficiary of the scheme. • *Jai Bhagwan v. Union of India* 2000 LE(Del) 233 : 2000 (5) AD(Del) 440

DDA has power to reduce the size of plot. • *Ramanand v. Union of India* 1993 (26) DRJ 594 : 1994 (1) ILR(Del) 423 : 1993 (3) AD(Del) 385 : 1994 AIR(Del) 29 : 1993 LE(Del) 376

DDA — Allotment of Nazul Land — Group Housing societies — Seniority lists vis-a-vis Finalization or approval by Registrar — Criteria — 'First come first served' meant the date on which the Society gets registration, not any date on which the

Society is called upon to resubmit their final list of members for the verification. • *Kaveri Cooperative Group Housing Society Ltd. v. Union of India* 1991 RLR 323 : 1992 (1) ILR(Del) 100 : 1991 AIR(Del) 217 : 1991 LE(Del) 290

Planning and Development — Industrial Plot — Principle of equality qua allotment of such Plot — Plot in Conforming Industrial Area — Condition as to holding of valid Municipal Licence vis a vis Entitlement of ad hoc Licence Holder functioning in non-conforming area — Constitutional validity of condition — Imposition of said condition, held, not arbitrary, unreasonable or irrational — Ad hoc licensees not entitled for allotment. • *Delhi Development Authority v. Ambitious Enterprises* 1997 AIR(SCW) 3323 : 1997 (6) Supreme 305 : 1997 (2) UJ(SC) 250 : 1997 (6) SCC 420 : 1997 (4) Scale 497 : 1997 (6) JT 119 : 1997 AIR(SC) 3263 : 1997 Legal Eagle 884

Doctrine of Legitimate Expectation — Delhi Development Act, 1957; Section 7 — Delhi Development Authority (Disposal of Development Nazul Land) Rules, 1981; Rule 6 (vi) — Allotment of land to Group Housing Societies — The expression "First come first Served" in Rule 6(vi) not applicable being related to seniority with reference to date of registration — In such circumstances, doctrine of legitimate expectation, would be attracted.

Criterion for allotment of land to Group Housing Society is to be On the basis of seniority in registration and not on the basis of the date of approval of the final list of members of society as indicated in the memorandum dated 20.1.1990. In these circumstances, the Group Housing Societies were entitled to legitimate expectation of following consistent past practice in a matter of allotment, even though may not have any legal right in private law to receive such statement. The existence of legitimate expectation, may have a number of different consequences and one of such consequences is that the authority ought not to act to defeat the legitimate expectation without some overriding reason of public policy to justify its doing so. In case of legitimate expectation if the authority proposes to defeat a person's legitimate expectation it should afford him an opportunity to make representation in the matter. • *Navjyoti Co-operative Group Housing Society v. Union of India* 1993 (1) UJ(SC) 94 : 1992 (4) SCC 477 : 1992 (2) Scale 548 : 1993 AIR(SC) 55 : 1992 Legal Eagle 607 : 1992 (5) JT 621 : 1992 (1) SCR 709

Allotment of land to certain licensed industrialists

Where an industrialist who holds an import or manufacturing licence under any law for the time being in force for setting up a new industry and who is not entitled to the allotment of Nazul land on pre-determined rates under clause (v) of rule 6, applies for allotment of Nazul land for the purpose of his licence, such industrialist may be allotted by the Authority, Nazul land for that purpose on a premium to be fixed by the Chairman, in consultation with the Finance and Accounts Member of the Authority, having regard to the prevailing market price of the land.

8. Manner of allotment

Save as otherwise provided in sub-rule (2) of rule 4, rules 5, 6 and 7, allotment of Nazul land for any purpose shall be made on payment of such premium as may be determined either by auction or by tender in accordance with the provisions of Chapter III or Chapter IV, as the case may be, of these rules.]

COMMENTS

Nazul Land — Cancellation of allotment — Natural justice — Opportunity of hearing cannot be avoided merely on the ground that issuance of notice to a large number of applicant could have been time consuming — Directions accordingly. • *Delhi Development Authority v. Inderjit* 2000 LE(Del) 637 : 2001 (57) DRJ 214 : 2000 (88) DLT 532 : 2001 (1) AD(Del) 460

Delhi Municipal Corporation Act, 1957, Sections 3, 4/6 Letters — Patent Appeal, Clause 10 — DDA — Nazul Land — Cancellation of allotment (Industrial Plot) — Natural justice — On alleged non-payment of premium, the Authority was obliged to inform the allottee about the changed schedule or had responded to the enquiry for status of his (allottees) allotment application — Impugned order of the Single Judge, set aside to certain extent — Patent Appeal allowed — Matter remitted for reconsideration by Appropriate Committee in the light of subsequent developments. • *Delhi Development Authority v. Inderjit* 2000 LE(Del) 637 : 2001 (57) DRJ 214 : 2000 (88) DLT 532 : 2001 (1) AD(Del) 460

9. Allotment to owners in slum clearance areas

Where a person who owns and resides in any building in any area in respect of which a slum clearance order is made under the Slum Areas Act, or whose land is acquired under that Act, applies for allotment of Nazul land for residential purpose in lieu of his land cleared of building in accordance with the slum clearance order, or acquired under that Act, he may, subject to the minimum size of the plot of land being 67 square metres, allotted Nazul land for that purpose not exceeding 111.48 square metres without any charge:

Provided that such person—

- (a) belongs to a low income group or middle income group;
- (b) accepts the allotment without the compensation payable under the said Act;
- (c) does not claim to redevelop the land cleared of such building in accordance with that slum clearance order;
- (d) has given up possession of such land or the land which has been acquired, to the competent authority under the said Act; and

1 Substituted vide GSR 220(E), dated 19.04.2006, w.e.f. 19.04.2006.

- (e) where the size of his land as aforesaid is less than 57 square metres, agrees to pay for the extra land at the pre-determined rates applicable to a person in the low income group or the middle income group to which he belongs.

10. Allotment of tenants in slum areas

Where an individual who is a tenant in a building in any area in respect of which a slum clearance order is made under the Slum Areas Act, applies for allotment of Nazul land for a residential purpose/he may be allotted a plot of 67 square metres of Nazul land for that purpose on pre-determined rates:

Provided that such individual—

- (a) belongs to low income group or a middle income group;
- (b) has given possession of the building occupied by him to the competent authority under the Slum Areas Act;
- (c) does not choose to shift to any house in any slum clearance scheme;
- (d) does not choose to be replaced in occupation of that building under the Slum Areas Act.

COMMENTS

Land Acquisition Act, 1894 — Sections 4 & 6 — Purpose of acquisition — Acquisition of land for rehabilitation of encroachers of public land — Relocation and Rehabilitation of Jhuggi Dwellers — Validity of policy — Policy of Government for providing alternative accommodation to encroachers of public land on their removal from the land — To permit acquired land to be utilised for rehabilitation of persons who encroached public land would be traversity of justice and fair play — Authorities cannot acquire land and thereby make the farmers, who have held the land for generations, landless and displace them with the object to use the same very land for "unplanned development" rather than planned development — Constitution of India — Articles 226, 239-AA(3)(a), 21 & Schedule VII List II Entry 18 — Public Premises (Eviction of Unauthorised Occupants) Act, 1971 — Section 5-A — Delhi Municipal Corporation Act, 1957 — Section 429 — New Delhi Municipal Council Act, 1994 — Sections 1 I(z) & 338 — Criminal Procedure Code, 1973 — Sections 149 & 152. • *Okhla Factory Owners Association (Regd.) v. Government of National Capital Territory of Delhi* 2003 (108) DLT 517

Land Acquisition Act, 1894 — Sections 4 & 6 — Purpose of acquisition — Acquisition of land for rehabilitation of encroachers of public land — Relocation and Rehabilitation of Jhuggi Dwellers — Validity of policy — Policy of Government for providing alternative accommodation to encroachers of public land on their removal from the land — To permit acquired land to be utilised for rehabilitation of persons who encroached public land would be traversity of justice and fair play — Authorities cannot acquire land and thereby make the farmers, who have held the land for generations, landless and displace them with the object to use the same very land for "unplanned development" rather than planned development — Constitution of

India — Articles 226, 239-AA(3)(a), 21 & Schedule VII List II Entry 18 — Public Premises (Eviction of Unauthorised Occupants) Act, 1971 — Section 5-A — Delhi Municipal Corporation Act, 1957 — Section 429 — New Delhi Municipal Council Act, 1994 — Sections 1 I(z) & 338 — Criminal Procedure Code, 1973 — Sections 149 & 152. • *Okhla Factory Owners Association (Regd.) v. Government of National Capital Territory of Delhi 2003 (108) DLT 517*

Land Acquisition Act, 1894 — Sections 4 & 6 — Purpose of acquisition — Acquisition of land for rehabilitation of encroachers of public land — Relocation and Rehabilitation of Jhuggi Dwellers — Validity of policy — Policy of Government for providing alternative accommodation to encroachers of public land on their removal from the land — There is total absence of any economic or social philosophy behind such policy — To provide shelter to under-privileged is duty of Government authorities — Lack of planning and initiative on the part of authorities not be replaced by an arbitrary system of providing alternative sites and land to encroachers of public land — If the scheme were to be devised for the economically weaker sections of society based on a rational criteria, it would achieve a social objective — Basis cannot be encroachment on public land — Such a basis would be arbitrary and illegal on the face of it — Public Premises (Eviction of Unauthorised Occupants) Act, 1971 — Section 5-A — Public Interest Litigation — Constitution of India — Articles 226, 239-AA(3)(a), 21, 14 & Schedule VII List II Entry 18 — Delhi Municipal Corporation Act, 1957 — Section 429 — New Delhi Municipal Council Act, 1994 — Sections 11 (z) & 338 — Criminal Procedure Code, 1973 — Sections 149 & 152. • *Okhla Factory Owners Association (Regd.) v. Government of National Capital Territory of Delhi 2003 (108) DLT 517*

11. Allotment to owners of dangerous building in slum areas

Where an individual who owns in any slum area or any other congested area, a plot of land measuring less than 67 square metres, or a house which is declared to be unfit for human habitation under the provisions of the Slum Areas Act, or any other law, is not permitted to re-build or re-develop under the Slum Areas Act or under any other law, applies for allotment of Nazul land for a residential purpose, he may be allotted a plot of land for that purpose not exceeding 67 square metres at pre-determined rates:

Provided that he surrenders his land in the slum areas or congested locality.

12. Priority of allotment for residential purposes

Subject to the availability of land for allotment for residential purposes, among the individuals referred to in clauses (i) and (ii) of rule 6, the individuals referred to in clause (i) shall be preferred to the individuals referred to in clause (ii) and those in clause (ii) shall be preferred to those in clause (iii).

13. Reservation for Scheduled Castes, Scheduled Tribes and others

(1) The Authority shall, with the previous permission of the Central Government, reserve such percentage of Nazul land available for allotment for residential purposes at any given time, to individuals in the low income group or the middle income group, who are members of the Scheduled Castes and

Scheduled Tribes, widows of defence personnel killed in action, ex-servicemen, physically handicapped individuals or such other category of individuals as may be specified in the permission.

(2) Plots measuring not more than 111.48 square metres shall be allotted for residential purposes at pre-determined rates, to the individuals referred to in sub-rule (1), and where the number of such individuals exceed the number of plots reserved for each category of persons under sub-rule (1), the allotment shall be made by draw of lots under the supervision of the Land Allotment Advisory Committee.

14. Reservation not to affect right to general allotment

Notwithstanding the reservation of Nazul land made in rule 13, where any such individual as is referred to in that rule, fails to get an allotment of a plot of land in the Nazul land so reserved, by the draw of lots held under that rule, he or she shall be entitled to the allotment of a plot of land for residential purposes at pre-determined rates by draw of lots under clause (vii) of rule 6, in any Nazul land not reserved under the first mentioned rule:

Provided that such individual belongs to the low income group or the middle income group

15. Allotment to individuals not accepting allotment of Nazul land on certain conditions

Where an individual belonging to the low income group or the middle income group does not accept allotment of Nazul land for residential purposes on conditions mentioned in rule 9, 10 or 11, other than the conditions mentioned in rule 17, he shall be entitled to the allotment of Nazul land, at pre-determined rates, for residential purposes—

- (a) under rule 13, if he is an individual referred to in that rule;
- (b) under clause (iii) of rule 6, in any other case.

16. Certain persons entitled to allotment by auction

Subject to the other provisions of these rules, all¹ [individuals including the following categories of individuals, companies and firms], shall be entitled to the allotment of Nazul land for residential purposes, by auction, namely:—

- (i) individuals not residing in any building owned by them in any slum area in respect of which a slum clearance order is made under the Slum Areas Act;
- (ii) individuals whose land situated in any such area as is referred to in clause (i) is acquired under the Slum Areas Act and who reside elsewhere;

¹ Substituted vide GSR 220(E), dated 19.04.2006, w.e.f. 19.04.2006.

- (iii) individuals who do not accept allotment on conditions mentioned in rules 9, 10 and 11 and who are not entitled to allotment under rule 15;
- (iv) co-sharers of joint ancestral land or buildings in a slum area under the Slum Areas Act whose individual share is not less than 67 square metres in such land or building.

17. General restriction to allotment for residential purposes

Notwithstanding anything contained in these rules, no plot of Nazul land shall be allotted for residential purposes, to an individual other than an individual referred to in clause (i) of rule 6, who or whose wife or husband or any of his or her dependent children, whether minor or not, or any of his or her dependent parents or dependent minor brothers or sisters, ordinarily residing with such individual, own in full or in part, on lease-hold or free-hold basis, any residential land or, house or who has been allotted on hire-purchase basis any residential land or house in the Union territory of Delhi¹:

Provided that where, on the date of allotment of Nazul land,—

- (a) the other land owned by or allotted to such individual is less than 67 square metres, or
- (b) the house owned by such individual is on a plot of land which measures less than 67 square metres, or
- (c) the share of such individual in any such other land or house measures less than 67 square metres, he may be allotted a plot of Nazul land in accordance with the provisions of these rules.

COMMENTS

Alternative accommodation — A person who holds property measuring not more than 60 sq metres is entitled to allotment of plot. • *Krishan Bhagwan v. Delhi Development Authority 1999 LE(Del) 153 : 1999 (50) DRJ 99*

18. Size of plots

Save as otherwise provided in these rules, the maximum size of a plot allotted to an individual for a residential purpose shall be—

- (i) 104 square metres in the case of an individual belonging to the low income group;
- (ii) 167 square metres (but not less than 105 square metres) in the case of an individual belonging to the middle income group; and
- (iii) 500 square metres in any other case.

¹ Now renamed as National Capital Territory of Delhi.

19. Allotment of industrial and commercial plots

(1) Save as otherwise provided in clause (v) of rule 6, the number and size of the plots of Nazul land for an industrial or commercial purpose shall be determined, from time to time, by the Authority.

(2) In making an allotment of plot for an industrial or commercial purpose, the Authority shall be guided by the advice of the Land Allotment Advisory Committee.

(3) The Land Allotment Advisory Committee shall, in making its recommendations to the Authority, take into account such relevant factors as it may deem proper in the circumstances of the case.

(4) Without prejudice to the generality of the provision of sub-rule (3), the Land Allotment Advisory Committee shall consider whether the setting up of the industry or commercial establishment is required to shift from a non-conforming area to a conforming area under the plans.

COMMENTS

Allotment of Plot — Ground Rent — Liability is worked out, as per the terms of the contract and lease deed — Ground rent is payable from the date of possession and not from the date of completion of the building or completion of the alleged development. • *Jasjit Films Pvt.Ltd. v. Delhi Development Authority 1979 (2) ILR(Del) 742 : 1980 AIR(Del) 83 : 1979 LE(Del) 176*

Allotment of Plot — Ground Rent — Liability is worked out, as per the terms of the contract and lease deed — Ground rent is payable from the date of possession and not from the date of completion of the building or completion of the alleged development. • *Jasjit Films Pvt.Ltd. v. Delhi Development Authority 1979 (2) ILR(Del) 742 : 1980 AIR(Del) 83 : 1979 LE(Del) 176*

20. Allotment to certain public institutions

No allotment of Nazul land to public institution referred to in rule 5 shall be made unless—

- (a) according to the aims and objects of that public institution—
 - (i) it directly subserves the interests of the population of the ¹Union territory of Delhi;
 - (ii) it is generally conducive to the planned development of the ²Union Territory of Delhi;
 - (iii) it is apparent from the nature of work to be carried out by that public institution, that the same cannot, with equal efficiency, be carried out elsewhere than in that ³Union territory.

¹ Now renamed as National Capital Territory of Delhi.

² Now renamed as National Capital Territory of Delhi.

³ Now renamed as National Capital Territory of Delhi.

- (b) it is a society registered under the Societies Registration Act, 1860 (21 of 1860) or such institution is owned and run by the Government or any Local Authority, or is constituted or established under any law¹ [for the time being in force or it is a company, firm or trust for the purpose of establishment of² [hospitals, dispensaries or higher/technical education institutes]];
- (c) it is of non-profit making character;
- (d) it is in possession of sufficient funds to meet the cost of land and the construction of buildings for its use; and
- (e) allotment to such institution is sponsored or recommended by a³ [Department of the Government of National Capital Territory of Delhi] or a Ministry of the Central Government:
⁴ [Provided that in case of allotment to a company, firm or trust for the purpose of establishment of⁵ [hospitals, dispensaries or higher/technical education institutes] by tenders or auction, as the case may be, such company, firm or trust, as the case may be, shall not be required to be sponsored by a Department of the Government of National Capital Territory of Delhi or a Ministry of the Central Government:]

⁶ [Provided that nothing in this rule shall apply to the provisions of sub-rule (2) of rule 4.]

COMMENTS

DDA in order to prevent misuse of land, made amendment to Rule 20(e) and explanation added to Rule 5 of Delhi Development Authority Rules — Policy decision taken by DDA on 15.12.03 insofar as it applies to Societies Registered under Society Registration Act, being contrary to Rule 5 of Rules illegal and void. Nothings on a file and recommendations made on a file, unless communicated to the party concerned do not bind the Government nor do they create a right in favour of a person — As long as while framing Master Plan and Zonal Development Plans, land stands earmarked for higher/technical education, same to be allotted by DDA as per Nazul Land Rules • *Society For Employment And Career Counselling (Regd.) v. Chairman, DDA 2006 (129) DLT 351*

Allotment of auction — Disposal of Nazul land — By DDA — Allotment of residential plots in Rohini Residential Scheme, 1981 — DDA mistream changing its

¹ Substituted vide GSR 486(E), dated 5.7.2002, w.e.f. 5.7.2002.

² Substituted for "hospital or dispensary" vide GSR 801(E), dated 9.12.2004, w.e.f. 9.12.2004.

³ Substituted vide GSR 486(E), dated 5.7.2002, w.e.f. 5.7.2002.

⁴ Inserted vide GSR 486(E), dated 5.7.2002, w.e.f. 5.7.2002.

⁵ Substituted for "hospital or dispensary" vide GSR 801(E), dated 9.12.2004, w.e.f. 9.12.2004.

⁶ Inserted by GSR 220(E), dated 19.04.2006, w.e.f. 19.04.2006

policy to allot plots of 60 sq mts instead of 90 sq mts — Policy based on decision taken by Central Government to satisfy claims of all pending applicants within available land — Petition challenged the public notice issued by DDA offering 90 sq mts. plots through open auction — Disposal of Nazul land must be subject to directions issued by Central Government. • *Pradeep Kumar Mahajan v. Delhi Development Authority 2005 LE(Del) 100 : 2005 (80) DRJ 699 : 2005 (3) AD(Del) 261*

DDA allotment of land — On the basis of 'no profit no loss' — Escalation of price — Market value vis-a-vis Difference of cost — Escalation are permissible to the extent of difference of cost of acquisition, development and other overheads, which the Government has to incur, ultimately, minus the price charged on provisional basis — Such difference cannot be worked out on the basis of market value of the land — Even otherwise, demand for increased price on the basis of market value, cannot be raised without making any enquiry with regard to availability of sufficient funds with the Societies to meet the demand on such changed basis. • *Delhi Development Authority v. Lala Amar Nath Educational & Human Society 1990 RLR 522 : 1990 (42) DLT 651 : 1990 (3) DL 347 : 1991 AIR(Del) 96 : 1990 LE(Del) 255*

Housing — Size of plot — Reduction of, power of Government — Allotment of residential plot — DDA midstream changing its policy to allot plots of 60 sq. mts. instead of 90 sq. mts — Policy based on decision taken by Central Government to satisfy claims of all pending applicants within the available land — Plea of legitimate expectation — Filed in a court of law is to see whether the cause for defeating the legitimate expectation is irrational or perverse or one which no reasonable person would have made the change in the policy was brought about based on broader policy considerations and hence cannot be held to be arbitrary and unreasonable the change in the policy is equitable and in larger interest and thus the authority is not bound by the promises or legitimate expectations of just a handful of individuals — Legitimate expectation — Substantive legitimate expectation, principle of, applicability of — Administrative Law — Public interest — Weightage to — Administrative Law — Policy decision — Change of, power of Government. • *Pradeep Kumar Mahajan v. Delhi Development Authority 2005 LE(Del) 100 : 2005 (80) DRJ 699 : 2005 (3) AD(Del) 261*

Housing — Size of plot — Reduction of, promissory estoppel, applicability of — Allotment of residential plots — In mid stream DDA changed its policy to allot plots of 60 sq. mts. instead of 90 sq. mts — Doctrine of promissory estoppel would be attracted if it is shown that there was a promise and petitioner acting on the basis of promise, acted to his detriment — Evidence Act, 1872 — Section 115. • *Pradeep Kumar Mahajan v. Delhi Development Authority 2005 LE(Del) 100 : 2005 (80) DRJ 699 : 2005 (3) AD(Del) 261*

21. Allotment to co-operative societies

Nazul land of such size, as the Authority may, from time to time, decide with the approval of the Central Government may be allotted on lease-hold basis, at pre-determined rates to such co-operative societies, registered under

the Delhi Co-operative Societies Act, 1972 (35 of 1972), as are specified in clause (vi) of rule 6, subject to an undertaking given by such society that it shall use such land for its *bona fide* purposes or business only.

22. Vesting of lease-hold rights

Where Nazul land is allotted to a co-operative society, lease-hold rights thereof shall subject to the terms of the lease-deed between the President of India and the society, remain with such society.

23. Agreements between the co-operative societies and their members

Where Nazul land has been allotted to a co-operative society, such members of the society who are allotted a plot or flat by such society shall execute a sub-lease in favour of the society in respect of each plot or flat allotted to them. The terms and conditions of such sub-lease shall, as nearly as circumstances permit, be in accordance with Form A and Form B appended to these rules. In addition, such sub-lease may contain such covenants, clauses or conditions, not inconsistent with the provisions of Form A or Form B as may be considered necessary and advisable by the society, having regard to the nature of a particular sub-lease.

¹[24. Manner of realization of premium or price of plots

(1) Save as otherwise provided in rules 29, 36 and 40, premium or price of plots of Nazul land chargeable in accordance with the provisions of these rules shall be realized in installments in the following manner, namely:

- (a) 25 per cent of the total land premium for the plot, along with such earnest money, not exceeding 10 per cent of the premium, as may be decided by the Authority, shall be deposited at the time of submitting the application for allotment of land;
- (b) 50 per cent of the premium shall be deposited within 60 days of the issue of demand-cum-allotment letters; and
- (c) balance premium after adjusting the earnest money shall be deposited before taking over possession of the land or within two months of the receipt of communication from the Authority offering possession, whichever is earlier.

(2) If the premium or price of land as provided in sub-rule (1) is not deposited, the earnest money deposited shall be forfeited and it shall be competent for the Authority to allot the land to any other person including a co-operative society in accordance with the prescribed procedure.]

COMMENTS

Contract Act, 1872 — Section 74 — Forfeiture of earnest money — The society deposited fixed earnest money and applied for allotment of land under the Delhi Development Act read with rules which was accepted — However, the authority demanded enhanced premium before delivery of possession which the allottee Society failed to pay within time extended by the High Court, which upheld enhancement of the premium — On account of failure of payment of enhanced amount, the forfeiture of the earnest money by the authority was not illegal.

The appellant proposed to allot the land to about 260 cooperative Group Housing Societies in Dwarka Phase-I and so also to about 60 such Societies in Narela. At the time of the proposal, cost was fixed at Rs. 875 per sq. metres and Rs. 950 for Narela and accordingly, the respondent Society deposited Rs. 5 lakh but before delivery of the possession, the appellant by its communication stated that the premium of land was to be paid at Rs. 1650.65 per Sq. mt. — High Court upheld the enhancement, however, extended the time payment of first instalment upto 31st May, 1993 but the respondent failed to make the payment and subsequently, the appellant forfeited a sum of money equivalent to 10 per cent of what had become payable at the rate of Rs. 1650.65. This action was challenged before the High Court which directed the appellant not to make any deduction and to refund the entire amount deposited by the respondent. Held, as the respondent failed to comply the orders of the High Court for payment even upto extended time, the appellant was entitled to forfeit the earnest money which was a sum of Rs. 5 lakhs and not 10 per cent of the total premium calculated at the rate of Rs. 1650.65. • *Delhi Development Authority v. Grihsthapana Co-operative Group Housing Society Limited* 1995 (2) SCR 115 : 1995 (Supp.1) SCC 751 : 1995 AIR(SC) 1312 : 1995 AIR(SC) 1176 : 1995 Legal Eagle 239

25. Nazul land for use of the Authority

With a view to enabling it to perform its functions under the Act, the Authority may, with the previous permission of the Central Government, set apart such Nazul land for its own use on such terms and conditions as may be specified in the permission.

COMMENTS

DDA — Allotment of Nazul Land — Deposit of bid amount — Relevant date — Date of actual or constructive knowledge of the confirmation order is the relevant date — In case of communication of the order, the date of receipt of communication would be relevant. • *Rishi Gagan Constructions (P) Ltd. v. Delhi Development Authority* 1987 RLR 312 : 1987 (13) DRJ 242 : 1987 (32) DLT 46 : 1988 AIR(Del) 327 : 1987 LE(Del) 109

¹ Substituted vide GSR 677(E), dated 11.11.1991.

CHAPTER III
ALLOTMENT BY AUCTION

26. Allotment by auction

Subject to the plans, such Nazul land as the Authority may decide, with previous approval of the Central Government, may be allotted by auction in the manner provided in this Chapter.

27. Procedure for auction

(1) The Authority shall publish before-hand in newspapers of different languages having wide circulation, a public notice of not less than thirty days, giving the following details of the plots to be allotted by auction:—

- (a) number of plots,
- (b) size of plots,
- (c) area and zone of plots,
- (d) time, date and place wherefrom the terms and conditions of auction and other details, including the terms and conditions required to be fulfilled and fees payable for participation in the auction can be had by the intending purchaser;
- (e) the time, date and place of auction; and
- (f) such other details as the Authority may consider proper.

28. Conduct of auction

(1) The auction shall be conducted by an officer appointed by the Vice-Chairman in this behalf.

(2) Such officer shall conduct auction in the presence and under the supervision of a Committee consisting of not less than two senior officers of Authority, appointed by the Vice-Chairman in this behalf.

29. Sale to the highest bidder

The officer conducting the auction shall normally accept, subject to confirmation by the Vice-Chairman, the highest bid offered at the fall of hammer at the auction and the person whose bid had been accepted shall pay as earnest money, a sum equivalent to 25 per cent of his bid and he shall pay the balance amount to the Authority within fifteen days of acceptance of the bid or within such period as the Vice-Chairman may specify in the public notice under rule 27 or in another public notice.

COMMENTS

DDA — Allotment of Nazul Land — Deposit of bid amount — Relevant date — Date of actual or constructive knowledge of the confirmation order is the relevant date — In case of communication of the order, the date of receipt of communication would be relevant. • *Rishi Gagan Constructions (P) Ltd. v. Delhi Development Authority 1987 RLR 312 : 1987 (13) DRJ 242 : 1987 (32) DLT 46 : 1988 AIR(Del) 327 : 1987 LE(Del) 109*

30. Rejection of bid

The officer conducting auction may, for reasons to be recorded in writing and submitted to the Vice-Chairman, reject any bid including the highest bid.

COMMENTS

Auction sale — Cancellation of bid — Non — communication of decision of rejection is not material — Administrative law — Natural justice — Communication of reasons — Delhi Development Act, 1957 — Sections 11A(2) and (3). • *Kalkaji Industries Association v. Delhi Development Authority 1998 LE(Del) 608 : 1998 (75) DLT 801*

DDA — Allotment of Nazul land — Auction of commercial plot — Cancellation of allotment vis-a-vis Failure to deposit 75% of bid amount and installments — Likely adverse effect on allottees in large number — Opportunity given for payment of outstanding amount with interest. • *Ansal Properties and Industries (P) Ltd. v. Delhi Development Authority 1992 (22) DRJ 69 : 1991 (4) DL 229 : 1991 LE(Del) 493*

Allotment of Nazul Land — DDA — Auction sale — Acceptance of bid — Unreasonable delay vis-a-vis Damages and interest — Though time is not the essence for acceptances of bid, yet, the Authority is bound to take a decision within a reasonable time, preferably within three months, unless special circumstances justify otherwise, else the bidder is entitled for the appropriate damages and interest. • *Lucky Star Estates Pvt.Ltd. v. Delhi Development Authorities 1987 RLR 147 : 1987 (12) DRJ 229 : 1986 LE(Del) 329*

31. Withdrawal not permitted

No person whose bid has been accepted by the officer conducting the auction shall be entitled to withdraw his bid.

32. Forfeiture of earnest money

A person who fails to pay the balance amount of the bid within the period provided in rule 29 shall forfeit the earnest money and it shall be competent for the Vice-Chairman to re-auction the plot.

COMMENTS

Auction sale — Forfeiture of 'earnest money' — Such money can be forfeited only if the purchaser fails to deposit the balance amount of bid amount within the prescribed period, not otherwise. • *Pholnix Properties Pvt.Ltd. v. Union of India 1989 RLR 177 : 1989 (1) DL 326 : 1989 (1) ILR(Del) 490 : 1989 LE(Del) 105*

CHAPTER IV
ALLOTMENT BY TENDER

33. Allotment by tender

Subject to plans, such Nazul land as the Authority may with the approval of the Central Government, decide from time to time, shall be allotted by tender in the manner provided in this Chapter.

34. Procedure for inviting tender

The Authority shall publish before-hand in newspapers of different languages having wide circulation, a public notice of not less than thirty days giving the following details of the plots to be allotted by tender:—

- (a) number of plots,
- (b) size of the plots,
- (c) area and zone of the plots,
- (d) time, date and place wherefrom the terms and conditions of the tender and other details including the terms and conditions required to be fulfilled and the fees payable for participation in the tender, by the intending tenderers,
- (e) the time, date and place for receipt of tenders, including the last date for receipt thereof,
- (f) the time, date and place of opening a tender, and
- (g) such other details as the Authority may consider proper.

35. Acceptance of tenders

The Vice-Chairman shall nominate an officer of the Authority for receiving tenders (hereinafter in these rules referred to as the Accepting Officer) and notify his name and designation.

36. Deposit of earnest money

Each tenderer shall deposit as earnest money a sum equivalent to twenty-five per cent of the premium offered by him along with his tender.

37. Receipt of tenders

(1) All tenders shall be sealed and addressed to the Authority and shall be received by the Accepting Officer who, on receipt of a tender, shall issue a receipt in token thereof to the person, submitting the tender and enter the name and address of the tenderer in a register.

(2) All the tenders received within the time limit specified for acceptance of tenders in the notice under rule 34 shall be submitted by the Accepting Officer to the Authority.

38. Opening of tenders

The Accepting Officer shall cause the tenders to be opened on the date, place and time specified in this behalf in the notice under rule 34 in the presence of tenderers or their authorised representatives who choose to be present at such place.

39. Acceptance of highest tenders

The Accepting Officer shall, subject to confirmation by the Vice-Chairman, normally accept the highest tender subject to reserve price, if any, specified for any plot by the Authority:

Provided that the Accepting Officer may, for reasons to be recorded in writing and submitted to the Vice-Chairman, reject any tender, including the highest tender.

40. Final acceptance

The Vice-Chairman or an officer nominated by him shall, within fifteen days of opening of tenders, communicate to the tenderer whose tender has been accepted, calling upon him to remit balance amount within such time as the Vice-Chairman or the Accepting Officer may specify.

41. Communication to other tenderers

The Vice-Chairman or the Accepting Officer shall, within fifteen days of the date of opening of the tenders, communicate to all other tenderers, non-acceptance of their tenders and return the earnest money received from them.

COMMENTS

Auction of land by D.D.A. for commercial complex — The respondent bidding highest but defaulted in making payment of major part of the bid amount, however, the possession of the land given to the respondent and consequently, orders issued for deferment of recovery of second instalment, however, when the matter reached the Supreme Court, the Court directed the respondent to make the payment within the specified period but the orders were not complied with and consequently advertisement was issued for allotting the flats to third party — Held, it amounted to misuse and use. A process of the court on the part of the respondents. Passive attitude of the D.D.A. as well as of the bank in granting bank guarantee for huge amount, deprecated.

Government of India issued directions to D.D.A. accepting the request of the respondents. On 8.10.1980 and auction was held by D.D.A. of the Commercial tower plot Jhandewala Block-E New Delhi and the respondents was the highest bidder, its bid being Rs. 9.82 crores and as per conditions, he deposited 25% of the amount and the bid was confirmed on 14.10.1980 but on his request, directions issued to re-schedule recovery of 75% of the bid amount with interest. The respondent paid 50% of the amount and secured balance 50% with interest at the rate of 18% by submitting bank guarantee for Rs. 9.82 crores and the amount was payable in 5 instalments every six months but the respondents did not pay the amount in terms of the agreement — By interim order, the High Court directed the respondent to furnish fresh bank guarantee but D.D.A. did not encash the bank guarantee which was defective. Consequently, the Governor revoked earlier orders and entire amount became payable. Even subsequent orders of Delhi High Court for payment of token sum of Rs. 5 lakhs and 15 lakhs within 15 days and Rs. 1.944 crores within a month, not complied with. The respondent thereafter failed suit after seeking Injunction and mandatory directions and ultimately, D.D.A. on 8.11.1993 issued notice for auction of the said property. The Supreme Court directed to make the payment within specified time but he again failed whereupon the respondents issued advertisement for booking of commercial flats to third parties. Because of attempt

of flat owners to disrupt the auction, D.D.A. invited fresh tenders, wherein M/s Baganaga Investment Pvt. Ltd. offered Rs. 70 crores and 10 lacs, which was accepted. The entire record showing that there have been several agreements before and after 29.1.1991 on account of which innocent purchasers had suffered which could have been avoided by D.D.A. had it not delivered the possession to the respondent, which rather persuaded the respondent to further its evil design.

The orders of deferring the recovery of the second instalment vide Orders 4.10.1988 under Section 41 of the Act, were highly strangled and surprising as there was no need to defer the recovery. The bank also was not right in giving guarantee for such a huge amount and again in giving fresh bank guarantee in 1989. The Supreme Court directed enquiry to be held in the matter against the officials of D.D.A. who involved in the matter. • *Delhi Development Authority v. Skipper Construction 1995 (Supp.2) SCC 160 : 1995 (1) Scale 734 : 1995 Legal Eagle 141 : 1995 (1) JT 571*

CHAPTER V MISCELLANEOUS

42. Allottee to be lessee of the Central Government

(1) Save as otherwise provided in rule 44, all Nazul land allotted under these rules, whether at pre-determined rates or at fixed premium under rule 7, or by auction or by tender, shall be held by the allottee as lessee of the President of India on the terms and conditions prescribed by these rules and contained in the lease-deed to be executed by the allottee.

(2) Every such allottee shall be liable to pay, in addition to the premium payable in accordance with these rules, ground rent, for holding the Nazul land allotted to him under these rules, at the rate of Rupee one per annum per plot, for the first five years from the date of allotment:

Provided that in the case of Nazul land allotted to group housing co-operative societies; the ground rent shall be charged at the rate of Rupee one per flat for the first five years from the date of allotment.

(3) The annual ground rent payable after the first five years referred to in sub-rule (2) shall be at the rate of two and half per cent of the premium originally payable.

(4) The rate of ground rent in all cases shall be subject to enhancement after a period of thirty years from the date of allotment:

¹Provided that notwithstanding anything contained in this rule, the Authority may allot Nazul land on free hold basis either through auction or by tender for residential purpose or commercial purpose:

¹ Inserted by GSR 220(E), dated 19.04.2006, w.e.f. 19.04.2006.

Provided Further that in the case of allotment on free hold basis, the allottee shall execute a conveyance deed in Form BA.]

COMMENTS

Amalgamation of two hotel plots — Clause (4) of Form BA, Rule 42 of Nazul Rules not restrict power of DDA to grant permission for amalgamation of plots Hotel plots are commercial plots — Finding of L.G that Clause 3.10(vii) of general terms and conditions of auction constituted prohibition against permitting amalgamation of two hotel plots erroneous — Impugned judgment set aside — Matter remanded to L.G — Necessary direction issued. • *Sachin J.Joshi and Another v. Lieutenant Governor and Another 2008 (154) DLT 22 : 2009 (1) AD(Del) 23*

Constitution of India, 1950 — Articles 14, 226 — Judicial review — Amalgamation of Commercial Plots — Statutory form prescribed under Rules 42 and 43 Nazul Rules not permit amalgamation of two or more plots — Such Statutory forms of leases are binding upon parties — It cannot be modified — Auction for freehold plots — Terms and conditions of auction contain stipulation that amalgamation of plots would not be allowed — Request rightly rejected by L.G. — Order not amenable to judicial review. • *Sachin J.Joshi & Anr. v. Lieutenant Governor & Anr. 2008 (150) DLT 50 : 2008 (102) DRJ 603*

43. Lease to be executed by the allottee

Every allottee of Nazul land execute a lease-deed in accordance with Form C appended to these rules. In addition, a lease-deed may contain such other covenants, clauses or conditions not inconsistent with the provisions of Form C as may be considered necessary in the circumstances of each case.

COMMENTS

Lease Hold Property — Sale — Policy decision regularizing transfer without approval, apply to 'flats' as well, to open lands. • *Delhi Development Authority v. Rajinder Mittal 1990 RLR 539 : 1991 (20) DRJ 65 : 1991 CrLJ(Del) 1187 : 1990 (42) DLT 592 : 1990 LE(Del) 302*

DDA — Allotment — On lease — Cancellation of lease vis-a-vis Violation of lease terms — Mere invitation to offer space, cannot amount to a sale or transfer or assignment, which would require prior written consent of the lessor — As such, no justification in cancelling the bid once accepted on the basis of highest bidder, merely, on the ground of apprehension of the breach. • *Phoenix Properties Pvt.Ltd. v. Union of India 1989 RLR 177 : 1989 (1) DL 326 : 1989 (1) ILR(Del) 490 : 1989 LE(Del) 105*

DDA — Lease Hold Property — Sale vis-a-vis Unearned increase in the value — Determination of such increase — Premium paid, minus market value of the property on the date of application to say, the difference between the two. • *Delhi Development Authority v. Rajinder Mittal 1990 RLR 539 : 1991 (20) DRJ 65 : 1991 CrLJ(Del) 1187 : 1990 (42) DLT 592 : 1990 LE(Del) 302*

44. Temporary allotment of Nazul land

The Authority may, subject to these rules and in such cases as it deems fit, allot land for temporary periods on a licence basis, in accordance with the terms and conditions of the licence-deed contained in Form D appended to these rules. In addition, such licence-deed may contain such other covenants, clauses or conditions, not inconsistent with the provisions of Form D as may be considered advisable and necessary by the Authority, in the circumstances of a case.

¹[45. Directions to the Central Government to be supplementary to rules

(1) The directions given from time to time, by the Central Government under sub-section (3) of section 22 of the Act, shall be supplementary to but not in derogation of the provisions of these rules for dealing with the Nazul land.

(2) In particular and without prejudice to the generality of the foregoing provisions, such directions may be given—

- (a) for removing any doubt or dispute or difficulty arising in giving effect to the provisions of these rules, or
- (b) for dispensing with or relaxing the requirement of any rule to such extent and subject to such exceptions and conditions as may be specified in the direction, in any particular case where the Central Government, for reasons to be recorded by it is satisfied that the operation of any rule in that case causes undue hardship having regard to the objects of the Act.]

COMMENTS

Directions by Government — Directions issued under the provision cannot override. • *V.K.Khosla v. Union of India* 1998 LE(Del) 74 : 1998 (44) DRJ 540 : 1998 (71) DLT 642 : 1998 (2) AD(Del) 15

FORM A

(HOUSE BUILDING CO-OPERATIVE SOCIETIES)

(Group Housing Societies)

DELHI ADMINISTRATION

(Land and Building Department)

[See Rule 23]

PERPETUAL LEASE

This Indenture made on this the day of two thousand BETWEEN THE PRESIDENT OF INDIA (hereinafter called "the Lessor") through the Delhi Development Authority, a body constituted under section 3 of the Delhi Development Act, 1957 (hereinafter called the

¹ Substituted by the Delhi Development Authority (Disposal of Developed Nazul Land) (Amdt.) Rules, 1988, w.e.f. 3.9.1988.

"Authority") of one part and a society registered under the Delhi Co-operative Societies Act, 1972 (Act 35 of 1972) and having its registered office at (hereinafter called "the lessee") of the other party.

Whereas by an agreement dated the day of two thousand made between the parties hereto the Lessor granted a licence to the lessee to enter upon the piece of land measuring Bighas and Biswas or thereabout situate at described in the schedule to the said agreement (hereinafter called "the said land") for the purpose of development in accordance with the lay-out plan sanctioned by the proper municipal or other authority, namely (hereinafter called "the layout plan") and the Lessor had agreed to demise, after completion of the development, such residential plots carved out of the said land as may be determined in his absolute discretion by the Lieutenant Governor of Delhi (hereinafter called "the Lieutenant Governor") to the lessee in the manner hereinafter appearing.

And Whereas the lessee has developed the said land accordingly and the Lieutenant Governor has determined the residential plots to be demised (hereinafter called "the residential plots").

Whereas the lessee has applied to the Lessor for the grant of a perpetual lease of the Nazul land and the Lessor has agreed on the faith of the statements and the representations made by the lessee, to grant a perpetual lease of the said Nazul land.

Now This Indenture Witnesseth That, in consideration of the Lessee having paid to the Lessor Rs. (Rupees only) towards premium before the execution of these presents (the receipt whereof of the Lessor hereby acknowledged) and of the rent hereinafter reserved and of covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the lessee all that plot of Nazul land containing by admeasurement a total area of or thereabouts situate at which Nazul land comprising of residential plots (as shown on the lay-out plan) more particularly described in the schedule hereunder written and with boundaries thereof were granted clearances have been delineated on the lay-out plan annexed to these presents and thereon coloured red together with all rights, easements, and appurtenances whatsoever to the said Nazul land belonging or appertaining to hold the premises hereby demised unto the Lessee in perpetuity from this the day of two thousand yielding and paying therefor the yearly rent payable in advance of Rs (Rupees only) up to the day of two thousand and thereafter at the rate of two and half per cent of the premium (the sum already paid and such other sum or sums thereafter to be paid towards premium under the covenants and conditions hereinafter contained) or such other enhanced rent as may hereafter be assessed under the covenants and conditions hereinafter contained clear of all deductions, by equal half yearly payments on the

fifteenth day of January and the fifteenth day of July in each year at the Reserve Bank of India, New Delhi, or at such other place as may be notified by the Lessor for this purpose, from time to time, the first of such payments to be made on the fifteenth day of two thousand and the rent amounting to Rs (Rupees only) from the date of commencement of this lease to the last mentioned date having been paid before the execution of these presents.

Subject to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows:

1. The Lessor excepts and reserves unto himself all mines, minerals, coal, gold washing earth, oils and quarries in or under the residential plots, and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the residential plots, or for any building for the time being standing thereon, provided always that the Lessor shall make reasonable compensation to the lessee for all damages directly occasioned by the exercise of all the rights hereby reserved or any of them.
2. The lessee covenants with the Lessor in the manner following, that is to say—
 - (i) The lessee shall pay within such time such additional sum or sums towards premium as may be decided by the Lessor on account of the compensation awarded by the Land Acquisition Collector in respect of the said land or any part thereof being enhanced on reference or in appeal or both and the decision of the Lessor in this behalf shall be final and binding on the lease. The yearly rent of two and a half per cent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and on such additional sum or sums payable towards premium as provided herein from the day of two thousand
 - (ii) The lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner herein appointed.
 - (iii) The lessee shall not deviate in any manner from the lay-out plan nor alter the size of any of the residential plots whether by sub-division, amalgamation or otherwise.
 - (iv) The lessee shall not be entitled under any circumstance whatsoever directly or indirectly to assign, transfer or otherwise part with its rights in respect of the residential plots or any of them except in the manner hereinafter provided.

- (v)(a) The lessee shall sub-lease, within such time and on such premium a yearly rent as may be fixed by the Lessor, one residential plot to each of its members who or whose wife/husband or any of his /her dependent relatives including unmarried children does not own, in full or in part, on free hold or lease-hold basis any residential plot or house in the urban areas of Delhi, New Delhi or Delhi cantonment, and who may be approved by the Lieutenant Governor.
- (b) The lessee shall offer to every such person whose land, which formed part of the said land, has been acquired its membership and, if he is eligible according to the provisions of clause (a) above, shall sub-lease to him such residential plot as the Lieutenant Governor may in his absolute discretion direct on the same terms and conditions as are applicable to the original members of the Lessee.
- (c) The sub-lease shall, as nearly as circumstances will permit, be in accordance with the form of the sub-lease attached hereto and marked 'B' which has been approved by the lessee and signed by (name and designation of the lessee) for the purpose of identification and shall contain covenants similar to the covenants set out in the said form of sub-lease and such other proper and appropriate covenants, clauses and conditions as may be considered by the Lessor to be necessary or advisable having regard to the nature of the subletting and to any matters which may arise between the date of these presents and the execution of the said sub-lease or as may be rendered necessary by any Act of the legislature or any rule, regulation or bye-law of the proper municipal or other authority, coming into force before the execution of the sub-lease and may also contain such other provisions as the Lessor may, on application by the lessee in this behalf, approve.
- (d) A member of the lessee to whom a residential plot will be sub-leased herein provided and hereinafter referred to as 'the sub-lessee' and the residential plot to be sub-leased to him as "the said residential plot".
- (e) If any of the residential plots is not sub-leased or is surrendered by any of the sub-lessees or has taken possession of by the lessee in any manner whatsoever the lessee shall forthwith surrender such residential plot to the Lessor and the Lessor may pay such compensation and make such reduction in the yearly rent as the Lessor may in his absolute discretion think proper. The Lessor may dispose of such plot in any manner and to whomsoever he thinks proper.

- (vi) The lessee doth hereby guarantee that
- (a) Every sub-lessee shall, within a period of two years from the day of two thousand (and the time so specified shall be the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority, at his own expense, erect upon the said residential plot and complete in a substantial and workman like manner a residential building for private dwelling with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority;
- (b) The sub-lessee will not deviate in any manner from the lay-out plan or sub-divide the said residential plot or amalgamate the same with any other plot;
- (c) The sub-lessee will not sell, transfer, assign, or otherwise part with the possession of the whole or any part of the said residential plot in any form or manner, benami or otherwise, to a person who is not a member of the Lessee;
- (d) The sub-lessee will not sell, transfer, assign or otherwise part with the possession of the whole or any part of the said residential plot to any other member of the Lessee except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion:
- Provided that, in the event of the consent being given, the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e., the difference between the premium paid and the market value) of the said residential plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding:
- Provided Further that the Lessor shall have the pre-emptive right to purchase the property after deducting fifty per cent of the unearned increase as aforesaid.
- (vii) Notwithstanding anything contained in clauses (vi)(c) and (vi)(d) above, the sub-lessee may, with the previous consent in writing of the Lieutenant Governor, mortgage or charge the said residential plot to such person as may be approved by the Lieutenant Governor in his absolute discretion:
- Provided that, in the event of the sale or fore-closure of the mortgaged or charged property, the Lessor shall be entitled to

- claim and recover the fifty per cent of the unearned increase in the value of the said residential plot as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said residential plot shall be final and binding on all parties concerned:
- Provided Further that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the unearned increase as aforesaid.
- (viii) The Lessor's right to the recovery of fifty per cent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer, whether it be by or through an executing or insolvency court.
- (ix) Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clauses (vi) (c) and (vi) (d) above, the sub-lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the said residential plot for purposes of private dwelling only on a tenancy from month to month basis or for a term not exceeding five years.
- (x) Whenever the title of a sub-lessee in the said residential plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein or contained in the sub-lease and be answerable in all respects therefor insofar as the same may be applicable to, affecting and relating to the said residential plot.
- (xi) Whenever the title of a sub-lessee in the said residential plot is transferred in any manner whatsoever, the transferor and the transferee shall, within three months of their transfer, give notice of such transfer in writing to the Lessor and the lessee. In the event of the death of a sub-lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor and the lessee. The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor and the lessee certified copies of the document(s) evidencing the transfer or devolution.
- (xii) The lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the residential plots hereby demised or on any buildings

to be erected thereupon or on the landlord or tenant in respect thereof.

- (xiii) All arrears of rent and other payments due in respect of the residential plots hereby demised or any of them shall be recoverable in the same manner as arrears of land revenue.
 - (xiv) The lessee or sub-lessee, as the case may be, shall, in all respects, comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.
 - (xv) The lessee or a sub-lessee, as the case may be, shall not without sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the demised residential plot or plots.
 - (xvi) The lessee or a sub-lessee, as the case may be, shall not without the written consent of the Lessor carry on, or permit to be carried on, on any residential plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor, the lessee, other sub-lessees and persons living in the neighbourhood:
Provided that, if the lessee or a sub-lessee, as the case may be, is desirous of using any residential plot or the building thereon for a purpose other than that of private dwelling, the Lessor may allow such change of user on such terms and conditions, including payment of additional premium and additional rent, as the Lessor may in his absolute discretion determine.
 - (xvii) The lessee or sub-lessees, as the case may be, shall, at all reasonable times, grant access to the residential plots to the Lieutenant Governor for being satisfied that the covenants and conditions herein contained have been and are being complied with.
 - (xviii) The lessee and save as provided in Clause 7, sub-lessees shall on the determination of this lease peaceably yield up the residential plots and the buildings thereon unto the Lessor.
3. If the sum or sums payable towards the premium or the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after on any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this lease or any sub-lease has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud or if there shall have been in the opinion

of the Lessor, whose decision shall be final, any breach by the lessee or by any person claiming through or under it of any of the covenants or conditions herein contained and on its part to be preserved or performed, then and in such case, it shall be lawful for the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the residential plots hereby demised and the buildings thereon, to re-enter upon and take possession of the residential plots or any of the sub-leased plots and the buildings and fixtures thereon in respect of which any sum or rent has been in arrear, or such suppression, misstatement, misrepresentation or fraud or breach has been committed and thereupon this demise and everything herein contained shall cease and determine in respect of the residential plots of the sub-leased plot or plots so re-entered upon and the lessee and the sub-lessee (s) shall not be entitled to any compensation whatsoever, nor to the return of any premium paid:

Provided that notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his right of re-entry as aforesaid, and in his absolute discretion, waive or condone breaches, temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him and may also accept the payment of the said sum or, sums or the rent which shall be in arrear as aforesaid together with interest at the rate of six per cent per annum.

4. No forfeiture or re-entry shall be effected until the Lessor has served on the lessee and the sub-lessee concerned a notice in writing:
- (i) specifying the particular breach complained of, and
 - (ii) if the breach is capable of remedy, requiring the Lessee and the Sub-Lessee concerned to remedy the breach and if Lessee and the Sub-Lessee concerned fail within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy, and in the event of forfeiture or re-entry the Lessor may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.
- Nothing in this clause shall apply to forfeiture or re-entry:
- (a) for breach of covenants and conditions relating to sub-division or amalgamation, erection and completion of buildings, within the time provided and transfer of any of the residential plots as mentioned in Clause 2, or
 - (b) in case the lease or any sub-lease has been obtained by suppression of any fact, misstatement, misrepresentation or fraud.
5. The rent hereby reserved shall be enhanced from the first day of January two thousand and thereafter at the end of such

successive period of thirty years provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one half of the increase in the letting value of the site without building at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor:

Provided always that any such assessment of the letting value for the purpose of this provision shall be subject to the same right on the part of the Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a revenue officer under the Punjab Land Revenue Act, 1887 (Act XVII of 1887), or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

6. The Lessor shall, in addition to all his other rights, have the right, in the event of failure of the Lessee to observe and perform any of the covenants and conditions herein contained, to require and enforce the performance and compliance therewith from the sub-lessee so far as these relate to the residential plot sub-leased to him, and to realise directly from the sub-lessee the yearly rent and all other sums due and payable by him under the sub-lease to the lessee.
7. In the event of the dissolution of the lessee, for whatever cause, this lease shall stand determined, and
 - (a) the sub-lessee shall be deemed to be the successor-in-interest of the lessee under these presents, and all rights and obligations of the lessee hereunder shall devolve upon the sub-lessee insofar as these pertain to the residential plot sub-leased to him and he shall observe and perform the said obligations to the Lessor, and
 - (b) The Lessor shall be deemed to be the successor-in-interests of the lessee under the sub-lease and all rights and obligations of the lessee thereunder shall devolve upon the Lessor, and the sub-lessee shall observe and perform his obligations under the sub-lease to the Lessor.
8. In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred to the sole arbitrator of the Lieutenant Governor or any other person appointed by him. It will be no objection that the arbitrator is a government servant, and that he has to deal with the matters to which the Lease relates, or that in the course of his duties as a government servant he has expressed views

on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties. The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making and publishing the award. Subject as aforesaid the Arbitration Act, 1940 and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

9. All notices, orders, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by Lieutenant Governor and shall be considered as duly served upon the lessee if the same shall have been delivered at or sent by post to the registered office of the lessee and upon a sub-lessee or any person claiming any right to a residential plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said residential plot or shall have been delivered at or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the sub-lessee or such person.
10. (a) All powers exercisable by the Lessor under this lease may be exercised by the Lieutenant Governor. The Lessor may also authorise any other officer or officers to exercise all or any of the powers exercisable by him under this lease.
(b) The Lieutenant Governor may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this lease except the powers of the Lessor exercisable by virtue of clause (a) above.
11. In this lease, the expression "the Lieutenant Governor" means the Lieutenant Governor of Delhi for the time being or, in case his designation is changed or his office is abolished, the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions similar to those of the Lieutenant Governor by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Lieutenant Governor under this lease.
12. The expressions "the Lessor" and "the sub-lessee" hereinbefore used shall, where the context so admits include, in the case of the Lessor, his successors and assignees, and in the case of sub-lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the sub-leased interest created by a sub-lease shall for the time being be vested by assignment or otherwise and the

expression "the lessee" hereinbefore used shall mean the
Society.

13. This lease is granted under the Government Grants Act, 1895.

In Witness Whereof Shri for and on behalf of and by the order
and direction of the Lessor has hereunto set his hand and the common seal of
the Lessor has hereunto been affixed this day and year first above written.

Signature

for and on behalf of and by the order and direction of the President of India
(Lessor)

In the presence of (1) Shri

The common seal of Society (Lessee) is hereby affixed in the
presence of Shri (name and designation) in pursuance of bye-law
No. of the Society (Lessee) Resolution No. Dated the
..... of the Managing Committee of the Society (Lessee)
and the said Shri has signed in the presence of:

(1) Shri.....

(2) Shri.....

SCHEDULE ABOVE REFERRED TO

(Housing Building Co-operative Societies/Group Housing Societies)

FORM B

[See Rule 23]

DELHI ADMINISTRATION

(Land and Building Department)

PERPETUAL SUB-LEASE

This Indenture made this day of two thousand
..... between the President of India (hereinafter called "the Lessor"
through the Delhi Development Authority, a body constituted under section 3
of the Delhi Development Act, 1957 (hereinafter called the Authority) of the one
part and a society, registered under the Delhi Co-operative Societies
Act, 1972 and having its registered office (hereinafter called "the
lessee") of the second part and Shri/Smt. (hereinafter called
"the sub-lessee") of the third part.

Whereas by a lease executed on the day of two thousand
..... and registered in the office of the Registrar/ Sub-Registrar,
Delhi/New Delhi (hereinafter called "the lease") the Lessor demised unto the
lessee in perpetuity the residential plots as mentioned therein.

And Whereas under the lease the lessee has to sub-lease on such premium
and yearly rent as may be fixed by the Lessor, one residential plot to each of the
members of the lessee who may be approved by the Lieutenant Governor of
Delhi (hereinafter called "the Lieutenant Governor").

And Whereas the sub-lessee has applied to the lessee for the grant of a
perpetual sub-lease of a residential plot and, on the faith of the statements and
representations made by the sub-lessee, the lessee, has agreed to grant and the
Lessor has agreed to confirm a perpetual sub-lease of a residential plot.

And Whereas on an application by the lessee the Lessor has fixed the
amount to be paid initially towards premium before the execution of these
presents (and the Lessor shall fix subsequently additional sum or sums payable
towards premium as provided in the covenants hereinafter contained) and the
yearly rent of the residential plot hereby sub-leased.

And Whereas the Lieutenant Governor has approved the sub-lease.

Now, This Indenture Witnesseth that in consideration of the sub-lessee
having paid to the lessee Rs. (Rupees only) towards premium and
Rs. (Rupees only) towards development before the execution of
these presents (the receipt whereof the Lessor hereby acknowledges) and of the
rent hereinafter reserved and of the covenants on the part of the sub-lessee
hereinafter contained, the lessee doth hereby sub-lease and the Lessor doth
hereby confirm demise unto the sub-lessee all that plot of land being Residential
Plot No. Block No. in the layout plan of
containing by admeasurement an area of or thereabouts situate at
..... which residential plot is more particularly described in the schedule
given hereunder and with boundaries thereof for greater clearness has been
delineated on the plan annexed to these presents and thereon coloured red
(hereinafter referred to as "the residential plot") together with all rights,
easements and appurtenances whatsoever to the said residential plot belonging
or appertaining (subject to the exceptions and reservations contained in the
lease) to hold the premises hereby sub-leased unto the sub-lessee in perpetuity
from day of two thousand yielding and paying therefor
yearly rent payable in advance of Rs. (Rupees only)
unto the day of two thousand and thereafter at the
rate of two and a half per cent of the premium (the sum already paid and such
other sum or sums hereafter to be paid towards premium under the covenants
and conditions hereinafter contained) or such other enhanced rent as may
hereafter be assessed under the covenants and conditions hereinafter contained
clear of all deductions by equal half yearly payment on the first day of January
and the first day of July in each year at the registered office of the lessee or at
such other place as may be notified by the lessee for this purpose, from time to
time, the first of such payments to be made on the first day of two
thousand and the rent amounting to Rs. (Rupees
..... only) from the day of two
thousand up to day of two thousand
..... and ground rent at the rate of two and a half per cent of the premium
herein mentioned above from day of two thousand
..... up to day of two thousand

having been paid before the execution of these presents and the sub-lessee has agreed to pay further yearly ground rent at the rate of Rs. (Rupees) payable by half yearly payments as herein mentioned above.

Subject always to the exceptions, reservations, covenants and conditions in the lease and hereinafter contained, as follows:—

1. The Lessor excepts and reserves unto himself all moneys, minerals, coals, gold washing earth, oil and quarries in or under the residential plot, and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the lessee and/or the sub-lessee as may be entitled for all damages directly occasioned by the exercise of the rights, hereby reserved or any of them.
2. The sub-lessee for himself, his heirs, executors, administrators and assignees covenants with the lessee and the Lessor in the manner following, that is to say:
 - (i) The sub-lessee shall pay to the Lessee within such time an additional sum or sums towards premium in respect of the residential plot as may be decided upon and fixed by the Lessor on account of the compensation awarded by the Land Acquisition Collector being changed on reference or in appeal or both as mentioned in sub-clauses (1) and (6)(a) of clause 2 of the lease and the decisions of the Lessor in this behalf shall be final and binding on the sub-lessee and the Lessee. The yearly rent of two and a half per cent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessee before the execution of these presents and on such additional sum or sums payable towards premium as provided herein from the day of two thousand
 - (ii) The sub-lessee shall pay unto the Lessee the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.
 - (iii) The sub-lessee shall not deviate in any manner from the layout plan nor alter the size of the residential plot whether by sub-division, amalgamation or otherwise.
 - (iv) Sub-lessee shall at all times duly perform and observe all the covenants and conditions which are contained in the lease on the part of the Lessee or sub-lessee thereunder to be performed and observed insofar as the same may be applicable to affect and relate to the residential plot sub-leased to him.

- (v) The sub-lessee shall, within a period of two years from the day of two thousand and the time so specified shall be the essence of the contracts after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority, at his own expense, erect upon the residential plot and complete in a substantial and workman like manner a residential building for private dwelling with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority.
- (vi)(a) The sub-lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot in any form or manner, benami or otherwise, to a person who is not a member of the Lessee;
- (b) The sub-lessee shall not sell, transfer, assign, or otherwise part with the possession of the whole or any part of the residential plot to any other member of the Lessee except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion:
Provided that the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e., the difference between the premium paid and the market value) of the residential plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding: Provided Further that the Lessor shall have the pre-emptive right to purchase the property after deducting 50% of the unearned increase as aforesaid;
- (c) Notwithstanding anything contained in sub-clauses (a) and (b) above, the sub-lessee may, with the previous consent in writing of the Lieutenant Governor, mortgage or charge the residential plot to such person as may be approved by the Lieutenant Governor in his absolute discretion:
Provided that the Lieutenant Governor reserves the right to resume any plot or part thereof on payment of reasonable compensation which may be required for the development of the area like laying of sewerage, trunk service, electric and telephone wires and water supply lines, etc. or such other purposes which may be deemed of public and general utility:

Provided Further that, in the event of the sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover fifty per cent of the unearned increase in the value of the residential plot as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be a first charge having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said residential plot shall be final and binding on all parties concerned:

Provided Also that the Lessor shall have the pre-emptive right to purchase, mortgage or charge the property after deducting fifty per cent of the unearned increase as aforesaid.

- (vii) The Lessor's right to the recovery of fifty percent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.
- (viii) Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clauses (vi)(a) and (vi)(c) above, the sub-lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the residential plot for the purpose of private dwelling only on a tenancy from month to month or for a term not exceeding five years.
- (ix) Whenever the title of the sub-lessee in the residential plot is transferred in any manner whatsoever the transferee shall be bound by all covenants and conditions contained herein or contained in the lease and be answerable in all respects therefor in so far as the same may be applicable to, effect and relate to the residential plot.
- (x) Whenever the title of the sub-lessee in the residential plot is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer, give notice of such transfer, in writing to the Lessor and the Lessee.
In the event of the death of the sub-lessee, the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the landlord or tenant in respect thereof. The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor and Lessee certified copies of the document(s) evidencing the transfer on devolution.
- (xi) The sub-lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during

the continuance of this sub-lease be assessed, charged or imposed upon the residential plot hereby sub-leased or on any buildings to be erected thereupon or on the landlord or tenant in respect thereof.

- (xii) All arrears of rent and other payments due in respect of the residential plot hereby sub-leased shall, in the event of the same becoming recoverable by the Lessor, be recoverable by the Lessor in the same manner as arrears of land revenue.
 - (xiii) The sub-lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.
 - (xiv) The sub-lessee shall not without the sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the residential plot.
 - (xv) The sub-lessee shall not without the written consent of the Lessor carry on, or permit to be carried on, on the residential plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor, the lessee and other sub-lessee and persons living in the neighbourhood:
Provided that, if the sub-lessee is desirous of using the said residential plot or the building thereon for a purpose other than that of private dwelling the Lessor may allow such change of user of such terms and conditions, including payment of additional premium and additional rent, as the Lessor may in his absolute discretion determine.
 - (xvi) The sub-lessee shall at all reasonable times grant access to that residential plot to the Lieutenant Governor and the Lessee for being satisfied that covenants and conditions contained herein and in the lease have been and are being complied with.
 - (xvii) The sub-lessee shall on the determination of this sub-lease peaceably yield upon the residential plot and the buildings thereon unto the lessee or the Lessor, as may be entitled.
3. If the sum or sums payable towards the premium or the yearly rent hereby reserved or any unforeseen expenditure to be made hereinafter by the Lessee on any item of development to be carried out in terms of clause 3 of the agreement or the instructions issued by the Lieutenant Governor or the directions given by the local bodies in this behalf or any part thereof shall at any time be in arrears

and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this sub-lease has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud or, if there shall have been, in the opinion of the Lessee or the Lessor, and the decision of the Lessor shall be final, any breach by the sub-lessee or any person claiming through or under him of any of the covenants or conditions contained herein and in the lease and on his part to be observed or performed, then and in any such case, it shall be lawful for the Lessor or the Lessee with the prior consent in writing of the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the residential plot hereby sub-leased and the buildings thereon, to re-enter upon and take possession of the residential plot and the buildings and fixtures thereon, and thereupon this sub-lease and everything therein contained shall cease and determine in respect of residential plot so re-entered upon, and the sub-lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him:

Provided that, notwithstanding anything contained herein to the contrary the Lessor, in his absolute discretion, or the Lessee with the prior consent in writing of the Lessor; may, without prejudice to the right of re-entry as aforesaid, waive or condone breaches, temporarily or otherwise, on receipt of such amount by the Lessor or by the Lessee, on behalf of the Lessor and on such terms and conditions as may be determined by the Lessor and Lessor or the Lessee whoever may be entitled may also accept the payment of the said sum or sums or the rent which shall be in arrears as aforesaid together with interest at the rate of six per cent per annum. The amounts for waiver or condonation received by the Lessee from the sub-lessee shall be paid forthwith by the sub-lessee to the Lessee or the Lessor subject to such deductions as the Lessor may, in his absolute discretion, allow to be retained by the Lessee.

4. No forfeiture or re-entry shall be affected until the Lessor or the Lessee has served on the sub-lessee a notice in writing;—
- (a) specifying the particular breach complained of, and
 - (b) if the breach is capable of remedy, requiring the sub-lessee to remedy the breach, and the sub-lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy, and in the event of forfeiture or re-entry the Lessor in his discretion or the Lessee, with the prior consent in writing of the Lessor, may relieve against

forfeiture on such terms and conditions as the Lessor thinks proper.

Nothing in this clause shall apply to forfeiture or re-entry:

- (a) for breach of covenants and conditions relating to sub-division or amalgamation, erection and completion of building within the time provided and transfer of the residential plot as mentioned in clause 2, or
 - (b) in case the sub-lease has been obtained by suppression of any fact, misstatement, misrepresentation or fraud.
5. The rent hereby reserved shall be enhanced by the Lessor from the first day of January, two thousand and thereafter at the end of successive period of thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one half of the increase in the letting value of the site without building on the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor:

Provided always that such assessment of letting value for the purpose of this provision shall be subject to the same right on the part of the sub-lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were in assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887, or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder;

6. The Lessor shall, in addition to all his other rights have the right in the event of the failure of the Lessee to observe and perform any of the covenants and conditions contained in the lease to require and enforce the performance and compliance therewith from the sub-lessee so far as those relate to the residential plot sub-leased to him and to realise directly from the sub-lessee the yearly rent and other sums due and payable by him thereunder to the Lessee.
7. In the event of the dissolution of the Lessee, for whatsoever cause, the lease shall stand determined;—
- (a) the sub-lessee shall be deemed to be the successor in-interest of the Lessee under the lease and all rights and obligations of the Lessee thereunder shall devolve upon the sub-lessee insofar as those pertain to the residential plot thereby sub-leased to him and he shall observe and perform the said obligations to the Lessor; and

- (b) the Lessor shall be deemed to be successor-in-interest of the Lessee under these presents, and all rights and obligations of the Lessee hereunder shall devolve upon the Lessor, the sub-lessee shall observe and perform his obligations under this sub-lease to the Lessor.
8. In the event of any question, dispute or difference arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred to the sole arbitration of the Lieutenant Governor or any other person appointed by him. It will be no objection that the arbitrator is a government servant, and that he has to deal with the matters which the lease or the sub-lease relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties. The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making and publishing the award. Subject as aforesaid, the Arbitration Act, 1940 and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
9. All notices, orders, directions, consents or approvals to be given under this sub-lease shall be in writing and shall be signed by such officer as may be authorised by the Lieutenant Governor when the same are given on behalf of the Lessor or the Lieutenant Governor, or by such person as may be authorised by the Lessee, when the same are given on its behalf, and shall be considered as duly served upon the sub-lessee or any person claiming any right to the residential plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the residential plot or shall have been delivered at or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the sub-lessee or such person.
- 10 (a) All powers exercisable by the Lessor under this sub-lease may be exercised by the Lieutenant Governor, the Lessor may also authorise any other officer or officers to exercise all or any of the powers exercisable by him under this sub-lease.
- (b) The Lieutenant Governor may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this sub-lease except the powers of the Lessor exercisable by him by virtue of clause (a) above.
11. In this sub-lease, the expression "the Lieutenant Governor" means the Lieutenant Governor of Delhi for the time being or, in case his

designation is changed or his office is abolished, the officer who for the time being is entrusted, whether or not in addition to other function with the functions similar to those of the Lieutenant Governor by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Lieutenant Governor under this sub-lease.

12. The expression "the Lessor" and "the sub-lessee" hereinafter used shall where the context so admits include, in the case of the Lessor, his successors and assignees, and in the case of the sub-lessee, his heirs, executors, administrators or legal representatives and the person or persons in whom the sub-leased interest created by the sub-lease shall for the time being be vested by assignment or otherwise, and the expression "the Lessee" hereinafter used shall mean the society.

In Witnesseth Whereof Shri for and on behalf of land by the order and direction of the Lessor has hereunto set his hand the common seal of the lessee has hereunto been affixed and Shri/Smt. the sub-lessee has hereunto set his/her hand the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

All that plot of land being the residential plot No. in Block No. in the layout plan of sanctioned by the Standing Committee of the Municipal Corporation of Delhi/New Delhi Municipal Committee/Delhi Development Authority/Delhi Cantonment Board by Resolution No. dated the day of two thousand and measuring or thereabout bounded as follows:

North.....
 East.....
 South.....
 West.....

as shown in the annexed plan marked with its boundaries in red.

Signed by Shri for and on behalf of and by the order and direction of the President of India (Lessor) in the presence of:

(1) Shri.....

The common seal of society (Lessee) is hereby affixed in the presence of Shri (Name and designation) in pursuance of bye-law No. of the Society, (Lessee)/Resolution No. dated the day of the Managing Committee of the Society (Lessee) and the said Shri..... has signed in the presence of:

(1) Shri.....

(2) Shri.....

..... (Seal)

Signed by Shri/Smt.....

(sub-lessee)

In the presence of:

(1) Shri.....

(2) Shri.....

¹FORM BA

(See rule 42)

CONVEYANCE DEED

(For Residential and Commercial Properties allotted on Freehold basis through Auction or Tender)

This deed of conveyance made on this day of..... between President of India, hereinafter called "THE VENDOR" through DDA, Vikas Sadan, New Delhi (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part and Shri/Smt/M/s....., R/o hereinafter called "The purchaser" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, administrators, representatives and permitted assigns) of the other part.

Whereas situated in was allotted to the purchaser by Delhi Development Authority vide allotment letter No. F ... () / / dated against a consideration of Rs..... (Rupees.....) which has been received subject to limitation, terms and conditions mentioned in the said letter of allotment.

And Whereas representing that the said allotment is still valid and subsisting, the said purchaser has applied to the Vendor to execute the Conveyance Deed for free hold ownership rights in the said demised property allotted to him and physical possession whereof has been handed over to him on and this deed is being executed accordingly of the said demised property subject to terms and conditions appearing hereinafter.

Now This Indenture Witnesses That in consideration of the sum of Rs..... (Rupees.....) paid at the time of allotment and Rs (Rupees.....) was paid before the execution hereof (the receipt whereof the Vendor hereby admits and acknowledges), the aforesaid representation and subject to limitation mentioned hereinafter, the Vendor do hereby grants, conveys, sells, releases and transfers, assigns and

¹ Inserted vide GSR 220(E), dated 19.4.2006, w.e.f. 19.4.2006.

assures unto the aforesaid purchaser free hold ownership, in the Scheme, Plot No.

1. The Vendor excepts and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Vendor, its agents and workmen, to enter upon all or any part of the property together to search for, win, make merchantable and carry away the said mines, and minerals under or upon the said property or any adjoining lands of the Vendor and to lay down the surface of all or any part of the said property and any building; under or hereafter to be erected thereon making fair compensation to the purchaser for damage done unto him thereby, subject to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of the said property and to all public rights or easement affecting the same.

2. That notwithstanding execution of this Deed, use of the property in contravention of the provisions of Master Plan/Zonal Development Plan/Layout plan shall not be deemed to have been condoned in any manner and Delhi Development Authority shall be entitled to take appropriate action for contravention of Section 14 of Delhi Development Act or any other law for the time being in force.

3. The purchaser shall comply with the building, drainage and other bye-laws of the appropriate Municipal or other authorities for the time being in force.

4. The said plot is allotted on the basis of 'as is' and the purchaser cannot make any alteration/addition/encroachment/unauthorized construction in or around the same without written permission of Vendor (DDA) who may refuse or grant the same subject to such terms and conditions as deems proper.

All fees, taxes, charges, assessments, Municipal or otherwise and other levies of whatsoever nature shall be borne by the allottee/purchaser.

5. If it is discovered at any stage that the allotment or this deed has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud, then this deed shall become void at the option of the Vendor, which shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the Vendor in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.

6. That the purchaser shall abide by the terms and conditions of allotment/auction/tender, which shall be treated as a part of these presents.

7. That the Vendor reserves the right to cancel this deed in event of breach of conditions of allotment/auction/tender and of this deed.

8. The stamp duty and registration charges upon this instrument shall be borne by the purchaser.

This transfer shall be deemed to have come into force with effect from the date of registration of the deed.

In witness where of Shri/Smt For and on behalf of and by the order and direction of the Vendor has hereunto set his/her hand Shri/Smt/M/s the purchaser, the hereunto set his/her hand day and year first above written.

THIS SCHEDULE ABOVE REFERRED TO

All that in the layout plan of and consisting of sq.mtrs (Courtyard Area) or thereabouts bounded as follows.

NORTH
EAST
SOUTH
WEST

Signed by Shri/Smt. For and on behalf of and by the order and direction of the President of India

(VENDOR)

In the presence of:

(1) Shri/Smt. Signed by Shri/Smt.

(PURCHASER)

In the presence of:

(1) Shri/Smt.

(2) Shri/Smt.

FORM C

[See Rule 43]

DELHI ADMINISTRATION
(Land and Building Department)

PERPETUAL LEASE

This Indenture made on this the day of two thousand between the President of India (hereinafter called "the Lessor") of the one part and Shri/Smt./M/s (hereinafter called "the Lessee") of the second part.

Whereas the lessee has applied to the Lessor for the grant of lease of the plot of land, belonging to the Lessor, hereinafter described and the Lessor has on the faith of the statements and representations made by the Lessee accepted such application and has agreed to demise the said plot to the Lessee in the manner hereinafter appearing.

Now This Indenture Witnesseth that, in consideration of the amount of Rs. (Rupees only) paid towards premium before the execution of

these presents (the receipt whereof the Lessor hereby acknowledges) and the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demises unto the Lessee all that plot of land being the residential plot no. block no. in the lay-out plan of containing by admeasurement an area of or thereabouts situate at which residential plot is more particularly described in the schedule hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (hereinafter referred to as the residential plot) together with all rights, easements and appurtenances whatsoever to the said residential plot belonging or appertaining to hold the premises unto the Lessee in perpetuity from the day of two thousand yielding and paying therefor yearly rent payable in advance of Rs. (Rupees only) up to the day of two thousand, and thereafter at the rate of two and a half per cent of the premium (the sums already paid and such other sum or sums hereafter to be paid towards premium under the covenants and conditions hereinafter contained) or such other enhanced rent as may hereinafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half yearly payments on the fifteenth day of January and the fifteenth day of July in each year at the Reserve Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose, from time to time, the first of such payments to be made on the fifteenth day of two thousand and the rent amounting to Rs. (Rupees only) from the date of commencement of this lease to the last mentioned date having been paid before the execution of these presents.

Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows:—

1. The Lessor excepts and reserves unto himself all mines, minerals, coals, gold washing, earth oils and quarries in or under the residential plot, and full rights and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon, provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.
2. The Lessee for himself, his heirs, executors and administrators and assignees covenants with the Lessor in the following manner, that is to say:—
 - (i) The lessee shall pay within such time such additional sum or sums towards premium as may be decided upon by the Lessor on account of the compensation awarded by the Land Acquisi-

tion Collector being enhanced on reference or in appeal or both and the decision of the Lessor in this behalf shall be final and binding on the Lessee.

- (ii) The yearly rent of two and a half per cent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents on such additional sum or sums payable towards premium as provided herein from day of two thousand
- (iii) The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.
- (iv) The Lessee shall not deviate in any manner from the lay-out plan nor alter the size of the residential plot whether by sub-division, amalgamation or otherwise.
- (v) The Lessee shall, within a period of two years from the day of two thousand (and the time so specified shall be the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority, at his own expense, erect upon residential plot and complete in a substantial and workman like manner a residential building for private dwelling with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plans to the satisfaction of such municipal or other authority.
- (vi) (a) The Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the residential plot except with the previous consent in writing of the Lessor which he is entitled to refuse in his absolute discretion:
 Provided that, such consent shall not be given for a period of ten years from the commencement of this lease unless in the opinion of the Lessor, exceptional circumstances exist for the grant of such consent:
 Provided Further that, in the event of the consent being given, the Lessor may impose such terms and conditions as he thinks fit and shall be entitled to claim and recover a portion of the unearned increase in the value (i.e., the difference between the premium paid and the market value) of the residential plot at the time of sale, transfer, assignment or parting with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor in respect of the market value shall be final and binding:

Provided Also that the Lessor shall have the pre-emptive right to purchase the property after deducting fifty per cent of the unearned increase as aforesaid.

(b) Notwithstanding anything contained in sub-clause (a) above, the Lessee may, with the previous consent in writing of the Lieutenant Governor of Delhi (hereinafter called "the Lieutenant-Governor"), mortgage or charge the residential plot to such person as may be approved by the Lieutenant Governor in his absolute discretion:

Provided that in the event of the sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover fifty per cent of the unearned increase in the value of the residential plot as aforesaid and the amount of the Lessor's share of the said unearned increase, shall be a first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said residential plot shall be final and binding on all parties concerned:

Provided Further that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the unearned increase as aforesaid.

(c) The Lessor's right to the recovery of fifty per cent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

- (vii) Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clause (vi)(a) above the Lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the residential plot for purposes of private dwelling only on a tenancy from month to month or for a term not exceeding five years.
- (viii) Whenever the title of the Lessee in the residential plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.
- (ix) Whenever the title of the Lessee in the residential plot is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer, give notice of such transfer in writing to the Lessor, and in the event of the death of the Lessee, the person on whom the title of the deceased devolves shall, within three months of the devolution to the Lessor. The transferee or the person on whom the title devolves,

as the case may be, shall supply to the Lessor certified copies of the document(s) evidencing the transfer or devolution.

- (x) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this lease be assessed; charged or imposed upon the residential plot hereby demised or on any building to be erected thereupon or on the landlord or tenant in respect thereof.
 - (xi) All arrears of rent and other payments due in respect of the residential plot hereby demised shall be recoverable in the same manner as arrears of land revenue.
 - (xii) The Lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.
 - (xiii) The Lessee shall not without the sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building or the residential plot.
 - (xiv) The Lessee shall not without the written consent of Lessor, use or permit to be carried on the residential plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor and persons living in the neighbourhood:
Provided that, if the Lessee is desirous of using the said residential plot or the building thereon for a purpose other than that of private dwelling, the Lessor may allow such change of user on such terms and conditions including payment of additional premium and additional rent, as the Lessor may in his absolute discretion determine.
 - (xv) The Lessee shall at all reasonable times grant access to the residential plot to the Lieutenant Governor for being satisfied that the covenants and conditions contained herein have been and are being complied with.
 - (xvi) The Lessee shall on the determination of this lease peaceably yield up the said residential plot and the building thereon unto the Lessor.
3. If the sum or sums payable towards the premium of the yearly rent hereby reserved or any part thereof shall at any time be in arrears

and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not, or if it is discovered that this lease has been obtained by suppression of any fact or any mis-statement, mis-representation or fraud or if there shall have been, in the opinion of Lessor, whose decision shall be final, any breach by the Lessee or by any person claiming through or under him, of any of the covenants or conditions contained herein and on his part to be observed, or performed, then and in any such case, it shall be lawful for the Lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the residential plot hereby demised and the building thereon, to re-enter upon and take possession of the residential plot and the buildings and fixtures and thereupon this lease and everything herein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him:

Provided that, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his right of re-entry as aforesaid and in his absolute discretion, waive or condone breaches, temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him and may also accept the payment of the rent which shall be in arrears as aforesaid together with interest at the rate of nine per cent per annum or as decided by the Lessor.

4. No forfeiture or re-entry shall be effected until the Lessor has served on the lessee a notice in writing—
- (a) specifying the particular breach complained of, and
 - (b) if the breach is capable of remedy, requiring the Lessee to remedy the breach; and if the Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy; and in the event of forfeiture or re-entry the Lessor may, in his discretion, relieve against forfeiture on such terms and conditions as he thinks proper.
- Notwithstanding in this clause shall apply to forfeiture or re-entry—
- (a) for breach of covenants and conditions relating to sub-division, amalgamation, erection, and completion of building within the time provided and transfer of the residential plot as mentioned in clause 2, or
 - (b) in case this lease has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.
5. The rent hereby reserved shall be enhanced from the first day of January, two thousand and thereafter, at the end of each

successive period of thirty years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed one-half of the increase in the letting value of the site without buildings at the date on which the enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the Lessor:

Provided Always that any such assessment of letting value for the purpose of the provisions shall be subject to the same right on the part of the Lessee of appeal from the orders of the said Collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Punjab Land Revenue Act, 1887, or any amending Act for the time being in force and the proceedings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act in the same manner as if the same had been taken thereunder.

6. In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred to the sole arbitration of the Lieutenant Governor or any other person appointed by him. It will be no objection that the arbitrator is a government servant, and that he has to deal with the matters to which the lease relates or that in the course of his duties as a government servant he has expressed the views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties. The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making and publishing the award.

Subject as aforesaid, the Arbitration Act, 1940 and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

7. All notices, directions, consents, or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the Lieutenant Governor and shall be considered as duly served upon the Lessee or any person claiming any right to the residential plot, if the same shall have been affixed to any building or erection, whether temporary or otherwise upon the residential plot, shall have been delivered at or sent by post to the then residence, office or place of business or usual or last known residence, office or place of business of the Lessee or such person.
8. (a) All powers exercisable by the Lessor under this lease may be exercised by the Lieutenant Governor. The Lessor may also authorise

any other officer or officers to exercise all or any of the powers exercisable by him/them under this lease.

(b) The Lieutenant Governor may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this lease except the powers of the Lessor exercisable by him by virtue of sub-clause (a) above.

9. In this lease the expression "the Lieutenant Governor" means the Lieutenant Governor of Delhi for the time being or in case his designation is changed or his office is abolished, the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions similar to those of the Lieutenant Governor by whatever designation, such officer may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Lieutenant Governor under this lease.
10. The expression "the Lessor" and "the Lessee" hereinbefore used shall where the context so admits include, in the case of the Lessor his successors and assigns, and in the case of the Lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the leasehold interest hereby created shall for the time being be vested by assignment or otherwise.
11. This lease is granted under the Government Grants Act, 1895.

In Witness Whereof Shri for and on behalf of and by the order and direction of the Lessor has hereunto set his hand AND Shri/Smt. the Lessee, has hereunto set his/her hand the day and year first above written.

SCHEDULE

All that plot of land being the Residential Plot No. in Block No. in the layout plan of sanctioned by the Standing Committee of the Municipal Corporation of Delhi/New Delhi Municipal Committee/Delhi Development Authority /Delhi Cantonment Board by Resolution No. dated the day of one thousand nine hundred /two thousand and and measuring or thereabouts bounded as follows:

North.....
East.....
South.....
West.....

and shown in the annexed plan and marked with its boundaries in red.

Signed by Shri for and on behalf of and by the order and direction of the President of India (Lessor)

Signed by Shri/Smt. (Lessee)

In the presence of

(1) Shri.....

(2) Shri.....

FORM D

[See Rule 44]

LICENCE DEED

This Agreement made on this day of two thousand at Delhi between the President of India (hereinafter called the 'licensor') which expression shall unless the context requires a different or another meaning, include his successors and assigns through DDA, a body constituted under Section 3 of the Delhi Development Act, 1957 and Shri s/o Shri resident of hereinafter called the 'licensee').

Whereas the licensor is willing to grant the licensee a licence for use of land bearing No. subject to the terms and conditions specified hereinafter;

Whereas the licensee for grant of a licence for is willing to get licence granted to him on monthly licence fee of Rs.

And Whereas the licensee has represented to the licensor that the former is well equipped with and can make adequate arrangements for with the previous approval of the licensor.

Now, Therefore, it is mutually agreed:

1. That in consideration of the payment of Rs. (Rupees only) as security deposit received vide Receipt No. dated in the form of Banker's Guarantee issued by Bank under No. dated in the form of fixed deposit certificate bearing No. issued by Bank, being equivalent to 11 months' licence fee quoted, by the licensee for due and proper performance of these presents and also willingness of the licensee to pay Rs. (Rupees only) per mensem for the licensor grants unto the licensee and authorises him to use the said land bearing No. subject to the conditions hereinafter appearing for a period of months commencing from the date of these presents.
2. That the licensee shall keep and maintain the and the site around the in a clean, proper and decent condition, well equipped with and shall not suffer the premises to be in a bad state of affairs during the currency of the period of licence and shall not in any manner damage the wall, floor or other structure of the nor cause any kind of obstruction, to the user of in any manner whatsoever.

3. That the licensee shall charge such rates as may be approved by the licensor and shall exhibit the schedule of rates at a conspicuous place in the premises.
4. That licensee shall maintain the in clean and hygienic conditions and shall conform to the rules, regulations, or bye-laws made in this regard by the municipal authority concerned.
5. That the licensee shall arrange his business in such a manner that he shall be in a position to cater to the needs of He shall employ sufficient number of employees and servants for rendering quick service to the persons
6. That the licensee shall place and continue to keep in the aforesaid premises all necessary equipments and shall not remove any item from the site of thereof without previous approval of the licensor.
7. That the licensee shall not display or exhibit pictures, posters, statutes or other articles which are repugnant to the morale or art of indecent, immoral or other improper character. It is expressly agreed that the decision of the licensor in this behalf shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.
8. That the licensee shall not display or exhibit any advertisements or placard or put upon any hoarding in any part of the interior or exterior other than those permitted expressly in writing by the licensor.
9. That the licensee shall have no right, title or interest in the premises licensed to him nor shall he be deemed to have exclusive possession thereof, except the permission to use the said site.
10. That the licensee shall not be entitled to allow any other person to use the premises in his stead or to use any part thereof. In the event of the death of the licensee, or the licensee becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter, the licence shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing the legal heirs or representatives may be permitted after discharging any liability that the licensee may have incurred remove the goods and other equipment that may be found at the licensed premises but in case the goods are not claimed by the legal heirs/representatives within four weeks of the demise of the licensee, the licensor may by public auction dispose of the same.
11. That the licensee shall pay the cost of light, power and water consumed by him at the as per the demand of the authorities concerned.

12. That the licensee shall also pay all licence or other fee or taxes payable to the government or municipal or local bodies concerned in connection with business at
13. That the licensee shall cater to the needs of the and the persons connected with them and failure to cater to the needs of those persons for a continuous period of seven days shall amount to a breach of the terms of this licence.
14. That if the licensee desires to close down the business within the period of licence, he will have to serve a notice of months in advance from the date he proposes to close down the business. In such an event, the licensee will have to pay to the licensor, an amount which is equivalent to the product obtained by multiplying the number of unexpired months of licence period by the difference between the licence fee and the highest licence fee offered to it in the subsequent tender, as damages.
15. That notwithstanding the other rights, the licensor may in its sole discretion and on such terms as may be considered reasonable by it grant relief to the licensee against forfeiture of security deposit, imposition of interest or determination or revocation of the licence.
16. That the licensee shall abide by all rules, regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the and the general welfare and comfort of employees and other connected persons.
17. That the licensor shall not be responsible for the safety of or any other material or articles belonging to the licensee and also shall not be liable for any damage or injury to the property of the licensee lying at any time in, on, upon or around the said from any cause whatsoever.
18. That the overall control of the and supervision of the shall remain vested with the licensor, whose officers or authorised representatives shall have access to at all reasonable hours to the said premises or any part thereof.
19. That the licensor shall have the right to revoke the licence in the event of breach of any of the terms and conditions of this licence specified herein.
20. That the licensor shall have a lien on all the belongings and properties of the licensee for the time being in or upon the premises of the licensor.
21. That no expiry of the period of the licence or on determination or revocation of the licence under the terms and conditions hereof, any belongings of the licensee found in such shall be liable to be

- sold through public auction unless claimed within a fortnight of the expiry of the period of licence or determination or revocation of the licence, as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale, the amounts due to the licensor from the licensee and also after deducting cost of administration and auction of those belongings, and the balance, if any, shall be paid over to the licensee or his legal heirs, representatives, etc., as the case may be.
22. That the licensor shall have the right to terminate the licence after giving one month's notice without assigning any reasons thereof.
23. That in case, the site is destroyed or damaged by any natural calamity or riot or civil disturbance so as to make it unfit for use by the licensee, the licence shall stand determined automatically.
24. That in case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any terms or conditions of this licence, the same shall be referred to the sole arbitration of the Vice-Chairman, Delhi Development Authority whose decision thereon shall be final and binding on both the parties. The licensee shall not object to the Vice-Chairman of the Delhi Development Authority acting as sole arbitrator on the ground that he had dealt with the case or has at some stage expressed opinion in any matter connected therewith.
25. That nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of, over, in or upon the premises and the property of the licensor.
26. That the dealing of the licensee/his employees with the shall be polite and courteous and he shall not indulge in or suffer any anti-social activities. The licensee shall also not indulge in any activity which may cause harm to the interest of the Delhi Development Authority or its employees.
27. That if the licensee allows credit he will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee will be entertained on his account.
28. That the licensee shall allow the representatives and the authorised staff of the licensor to enter upon the premises/ site in order to inspect and execute any structural repairs/ additions or alterations, at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purposes connected therewith and for the compliance of terms and conditions of any work relating to repairs/ additions/ alterations or other damages that may be caused during the course

of installation of any fitting, fixtures, etc., or owing to the inspection of the premises.

29. That the licensee shall be responsible for all damages or loss of property due to the reasons for which he or his servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as is caused by storm, earthquake or any other natural calamity beyond his control. The decision of the licensor in regard to the extent and quantum of compensation, if any, to be paid to it shall be binding upon the licensee.
30. That the premises allotted shall not be used for residential purpose or for a purpose other than that for which it is allowed. The licensee shall not be permitted to utilise the premises or to carry on any other trade along with the authorised business of the licensee during the period of his licence.
31. That the licensee shall not keep any animal or conveyance in or outside the premises.
32. That the licensee shall also comply with the instructions given in the schedule attached hereto.
33. That in case any amount becomes due against the licensee in respect of any matter covered under this licence, the same shall, on the failure of the licensee to pay within the time prescribed, be recovered as arrears of land revenue.
34. That all or any of the powers vested in the licensor under these presents in respect of the grant, determination, revocation, cancellation or restoration of this licence or recovery of any dues in respect thereof or connected therewith shall also be exercised by Vice Chairman, Delhi Development Authority, Delhi and the licensee shall have no objection whatsoever in this respect.

In Witness Whereof the parties to the agreement have signed this deed on the day first abovementioned a true copy thereof signed by both the parties has been retained by the licensee.

Licensor
(Delhi Development Authority)
Licensee

Witnesses:

1.....

2.....