

DELHI DEVELOPMENT AUTHORITY
(INSTITUTIONAL BRANCH)

PROVISIONAL
Vikas-Sadan, INA,
New Delhi-23.

No. F. 12(18)/98/IL/
From: Dy. Director(IL),
D.D.A.

249
Dated 3/12/98

To

The Chairman,
Health & Education Society,
F-19/14, Sector-8, Rohini,
Delhi-110085.

Sub : Allotment of land for C/o Management Institute, land measuring
1375 Sqm. at Madhuban Chowk, Rohini, Delhi-110085,.....

Sir,

With reference to your letter dated... 3.1.2000... on the subject noted above, I am directed to inform you that under the Provisions of DDA (Developed Nazul Land) Rules, 1981 it is proposed to allot you on perpetual lease hold basis a plot of land measuring **1375. Sqm. at Madhuban Chowk, Rohini.....** for the purpose of **C/o Management Institute** the usual terms/ conditions as given in the approved format of perpetual lease and the following conditions amongst others, :-

- Health & Education Society.....**
- i) That the allottee **Health & Education Society.....** will be required to pay provisional premium of land measuring **1375. Sqm.....** sq, mtr @ **Rs. 50. Lacs. + 120% enhance (Prov.)** per acre with annual ground rent @ **2.5%**..... per annum of the total premium. (aggregate of the provisional land final premium. The revision of rates of land is under consideration of the control Govt. The allottee shall have to pay balance premium for the land as per rates determined by the Central Government under Rule 5 of DDA (Developed Nazul Land) Rules 1981, and within the time demanded by DDA. The rates of land determined by Central Government shall be binding upon the allottee shall not be called in question by it in any proceedings.
 - ii) The allottee shall give an undertaking to the effect that it will pay the balance premium of land, as may be demanded by DDA on the basis of the rates determined by Central Government.
 - iii) The area of the land/ plot is also subject to variation in size, due to requirement of layout plan and demarcation of site etc.
 - iv) The allotted land shall be used for the purpose of **C/o Management Institute**..... and no other purpose whatsoever.

v. The building plans should be got approved from the lessor/DDA before getting the same sanctioned for the construction on land and construction as per sanctioned plan shall be completed within a period of 2 years from the date of taking over possession of the plot allotted.

vi. The allottee shall not sell, transfer, assign or otherwise part with possession of the whole or any part of the said land or any building thereon except with the provisions consent in writing of the lessor which he shall be entitled to refuse in his absolute discretion.

a) Provided what, in the event of the consent being given the lessor may impose such and conditions as he thinks fit and the Lessor shall be entitled to claim and recover the whole or a portion (as the lessor may in his absolute discretion determined) of un-earned increase in the value (i.e. the difference between the premium paid and the market value) of the said land at the time of sale, transfer assignment, or lessor in the respect of the market value, shall be final and binding.

b) Not with standing any thing contained in clause (vi) above, the lessee may with the provisions consent in writing of the Lg. Govt. of Delhi. (here in after called the Lt. Governor) mortgage or charge, the said land to such person as may be approved by the Lt. Governor in his absolute discretion.

vii) The lease deed shall be executed and got registered by the society at its own cost as and when called upon to do so, by the lessor (President of India), DDA.

viii) In case, the allottee is being allotted land for clubs, community Hall, then the community Hall/ clubs shall also be used by the residents of the colony and officers of the DDA residing in nearby, colonies within a radius of 8 Km. on the same fee/ charges as are payable by the members of the club/ Society, The residents/officers of the DDA will be treated at par at the clubs/community Hall, on the payment of same fees/charges etc. as are payable by the members of the Lessee/Allottee.

viii-A) The trees if any standing on the plot in question shall remain as DDA property and shall not be removed or disposed of without the prior approval of the Lessor in writing.

ix) That all other conditions as contained in the perpetual lease deed to be executed in this behalf and any other terms/ conditions imposed from time to time by the Central Government/ Lt. Governor shall be binding upon the allottee. The format of lease deed can be purchased from the office of DDA.

x) If the allottee violates any terms and conditions as mentioned above and in the perpetual lease deed, the allotment shall be cancelled and possession of the land/plot with super structure standing thereon if any, will be taken over by the lessor (President of India) DDA without any compensation to the allottee.

xi. If the allotment is cancelled for breaches of any terms / conditions of the allotment, the possession of the plot/ land with building, if any will be handed over to the DDA by the allottee on the date and given in the cancellation notice.

2. If the above terms and conditions are acceptable to you, the acceptance thereof with attested undertaking be sent to the undersigned alongwith the demand draft for Rs. ~~38,30,814/-~~..... (Documentation Charges Rs. 45/-) (Premium Rs. 37,37,336/-..... G.R. Rs. 93,433/-.....

in favour of DDA within 60 days from the date of issue of allotment-cum-demand letter. The said amount can also be deposited in the bank counter situated in DDA office complex and copy of the same may be sent to this office for having deposit the same and alongwith the acceptance letter undertaking within 60 days from the date of issue of the demand-cum-allotment letter.

3. The payment and the acceptance letter with the required undertaking must to be sent within the 60 days; interest at the rate of 18% shall be chargeable for the delay period upto 6 months of issue of this letter, completion of 6 months from the date of issue, the allotment shall be automatically cancelled, If the society has made the partial payment, after 6 months of issue of this letter the society shall have to re-apply for allotment,

4. That it is the sole responsibility of the society (allottee) to keep proper watch and ward on the land and protect it against any encroachment.

Yours faithfully,
(Signature)
Dy. Director (IL) DDA.

Copy forwarded for information to Sr. A.O.(IL).

(Signature)
Dy. Director (IL) DDA.

Details of payment:

1.	Premium of the land measuring 1375 xxxxxx/xxxx /sq.mtrs. @ Rs 50 Lacs + 120% enhance per acre Provisionally	Rs. 37,37,336.00
2.	Ground rent of the plot @ 2.5% per annum of the total premium.	Rs. 93,433.00
3.	Documentation Charges.	45.00
3.	Total.	Rs. 38,30,814.00

DELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL BRANCH

(PROVISIONAL)

No.F.12(13)/98/ 917

Dated: 11/3/2002

From: DY.DIRECTOR(IL),

To,

Chairman,
Health & Educational Society (Regd.),
F-19/14, Sector-8, Rohini.
Delhi-35

Sub: Additional Allotment of land for construction of Management Institute measuring 1350 sqm at PSP area No.2 A in Rohini.

Sir,

With reference to your letter dated _____ on the subject noted above, I am directed to inform you that under the Provision of DDA (Developed Nazul Land) Rules, 1981 it is proposed to allot you on perpetual lease hold basis a plot of land measuring 1350 sqm./acre/hect for the purpose of Management Instt. on the usual terms and conditions as given in the approved format of perpetual lease and the following conditions amongst others :-

i. That the allottee Health & Educational Society will be required to pay provisional premium of land measuring 1350 sqm./acres/hect. @ Rs 501acs + 142 % per acre with annual ground rent at the rate of 2.5% per annum of the total premium (aggregate of the provisional land final premium). The revision of rates of the land is under consideration of the Central Government. The allottee shall have to be pay balance premium for the land as per rates determined by the Central Government under Rule 5 of DDA (Developed Nazul Land) 1981 and within the time demanded by DDA. The rates of land determined by Central Government shall be binding upon the allottee shall not be called in question by it in any proceedings.

ii. The allottee shall give an undertaking to the effect that it will pay the balance premium of land, may be demanded by DDA on the basis of the rates determined by Central Government.

iii. The area of the land/plot is also subject to variation in size, due to requirement of layout plan and demarcation of site etc.

iv. The allotted land shall be used for the purpose of construction of Management Instt. and no other purpose whatsoever.

V The building plans should be got approved from the lesser/DDA before getting the same sanction for the construction on land and construction as per

sanctioned plan shall be completed within a period of 2 years from the date of taking over possession of the plot allotted.

vi. The allottee shall not sold transfer assign or other wise part with possession of the whole of any part of the said land or any building except with the provision consent in writing of the lease which he shall be entitled to refuse in his absolute description.

- a) Provided what in the event of the consent being given the lesser may impose such and condition as she thinks fit and the Lesser shall be entitled to claim and recover the whole or a portion(as the lesser may in his absolute description determined) of un-earned increase in the value(i.e. the difference between the premium paid and the market value)k of the said land at the time of sale transfer assignment or lesser in the respect of the market value shall be final and binding.
- b) Not with standing any thing contained in cause(vi)above the leasee may with the provisions consent in writing of the L.G. Govt. of Delhi(herein after called the Lt.Governor) mortgage or change the said land to such person as may be approved by the Lt.Governor in his absolute description.
- c) The lease deed shall be executed and got registered by the society at its own cost as and when called upon to do so by the lessor(President of India),DDA.
- d) In case the allottee is being allotted land for clubs community hall then the community hall/clubs shall also be used by the residents of the colony and officers of the DDA. Residing in nearby colonies within area of 8 Kms.on the same fee charges as are payable by the members of the clubs/society, the residents/officers of the DDA will be treated at par at the clubs/community hall on the payment dif sane fees/charges etc. as are payable by the members of the lessee/allottee.
- viii-A The trees if any standing on the plot in question shall remain as DDA property and shall not be removed or disposed of without the prior approval of the Lessor in writing.
- e) That all other conditions as contained in the perpetual lease deed to be executed in this behalf and any other terms/conditions imposed from time to time by the Central government/Lt.Governor shall be binding upon the allottee. The format of lease deed can be purchased from the office of DDA.
- f) If the allottee violates any terms and conditions as mentioned above and in the perpetual lease deed the allotment shall be cancelled and possession of the land/plot with super structure standing thereon if any will be taken over by the lessor(President of India)DDA without any compensation to the allottee.
- g) If the allotment is cancelled for breaches of any terms/conditions of the allotment the possession of the plot/land with building if any will be handed over to the DDA by the allottee on the date and given in the cancellation notice.
- i. If the above terms and conditions are acceptable to you, the acceptance thereof with attested undertaking along with demand draft for Rs. 41,37,276/- ₹ Rs. 40,36,323=00 as premium and Rs. 100,203=00 as ground rentGround Rent and documentation charges Rs.45/-) in favor of DDA within 60 days from the date of issue of allotment cum demand letter. The said amount can also be deposited in the bank counter situated in INA Office complex and copy of the same may be sent to this office for having deposit the amount and along with

the acceptance letter undertaking within 60 days from the date of issue of the demand cum allotment letter.

- ii. The payment and the acceptance letter with the required undertaking must to be sent within the 60 days interest at the rate of 18% shall be chargeable for the delay period up to 6 month of the issue this letter, completion of 6months from the date of issue the allotment shall be automatically cancelled. If the society has made the partial payment after 6 month of issue of this letter the society shall have to re-apply for allotment.
- iii. That it is the sole responsibility of the society (allot tee)to keep proper watch and ward on the land and propect it against any encroachment.

Yours faithfully,

DY.DIRECTOR(IL)

Copy forwarded for information to Sr.A.O.(IL)

DY.DIRECTOR(IL)

Details of payments

1	Premium of the land measuring 135 sq. acre /sq. mtrs.	Rs. 40,36,323=00
	Rs. <u>5⁰⁰ laes +142% enhancement</u> Per acre provisionally.	
2.	Ground rent @ 2.5 % per annum of the total premium.	Rs. 100,908=00
3.	Documentation charges Rs. 45	45=00
4.	Total	Rs. <u>41,37,276=00</u>

DY.DIRECTOR(IL)