

समिति अन्य सदस्यों को भी सहयोजित कर सकती है। समिति शिकायत प्राप्त होने के 45 दिन के भीतर शिकायत का निपटान करेगी ।

II. कंसोर्टियम के सदस्यों/भूस्वामियों के बीच, विकासकर्ता संस्थाओं के बीच तथा सेवा प्रदाता एजेंसियों के साथ कंसोर्टियम/विकासकर्ता संस्थाओं के बीच होने वाले विवादों के निपटान हेतु शिकायतों का निवारण निम्न प्रकार से होगा :

- क. कंसोर्टियम और विकासकर्ता संस्था के बीच किए गए/किए जाने वाले तथा सेवा प्रदाता एजेंसियों के साथ कंसोर्टियम/विकासकर्ता संस्थाओं के बीच करार में अन्तर्निहित प्रावधान होना चाहिए ।
- ख. यदि पक्षकारों के बीच विवादों का निपटान सुलह प्रक्रिया द्वारा नहीं होता है, तो वे मध्यस्थता का सहारा ले सकते हैं ।
- ग. यदि विवादों को निपटाने में मध्यस्थता प्रक्रिया असफल होती है, तो पक्षकारों को माध्यस्थम् का आश्रय लेना चाहिए । मध्यस्थों का चयन, कार्य और कर्तव्य 'माध्यस्थम् और सुलह अधिनियम, 1996' के अनुसार होना चाहिए ।
- घ. इसके अतिरिक्त, यदि सुलह, मध्यस्थता और माध्यस्थम् की सभी प्रक्रियाएं पक्षकारों के बीच विवादों के निपटारे में असफल रहती है, तो उस मामले में असंतुष्ट पक्ष न्यायालय का आश्रय ले सकता है और इस उद्देश्य के लिए न्यायालय का क्षेत्राधिकार दिल्ली/नई दिल्ली होगा ।

13. कंसोर्टियम/विकासकर्ता संस्था को रीयल एस्टेट रेग्युलेटरी अथॉरिटी (रेरा) के अंतर्गत स्वयं का पंजीकरण कराना होगा और उन्हें रेरा अधिनियम, 2016 के प्रावधानों के अनुसार शासित किया जाएगा ।
14. सक्षम प्राधिकारी आवेदन—पत्रों, करारों, शुल्क, अपेक्षित दस्तावेजों और अन्य संगत शर्तों में विशेष रूप से स्कीम और भूमि नीति के संपूर्ण हित और सार्थकता के लिए समय—समय पर आवश्यकतानुसार निबंधन एवं शर्तों में संशोधन कर सकते हैं ।

15. भूमि/संपत्ति के हस्तांतरण के लिए स्टांप ड्यूटी विद्यमान कानून के अनुसार वसूल की जाएगी । तथापि, भू—स्वामियों द्वारा सेवा प्रदाता एजेंसी/दि.वि.प्रा. को भूमि के हस्तांतरण पर कोई स्टांप ड्यूटी लागू नहीं होगी ।

[फा. सं. 15(6) / 2012—एम.पी./पार्ट-II]

डी. सरकार, आयुक्त एवं सचिव

## DELHI DEVELOPMENT AUTHORITY

### NOTIFICATION

New Delhi, the 24th October, 2018

### REGULATIONS FOR OPERATIONALISATION OF LAND POLICY, 2018

**S.O. 5384(E).**—In exercise of the powers conferred by sub-section (1) of Section 57 of the Delhi Development Act, 1957, the Delhi Development Authority, with the previous approval of Central Government, hereby makes the following Regulations:

#### **1. SHORT TITLE AND COMMENCEMENT**

- I. These regulations shall be called the **“Land Pooling Regulations, 2018”**.
- II. These regulations shall come into force with effect from the date of publication of this Notification in the Gazette of India.
- III. Any words and expressions that are used in these regulations but not defined shall have the same meaning as assigned to them in the Delhi Development Act, 1957 or the Master Plan prepared and approved under the said Act or the Delhi Municipal Corporation Act, 1957 as the case may be.
- IV. If any question arises relating to the interpretation of these regulations, it shall be referred to the Central Government whose decision thereon shall be final.

V. The Competent Authority may amend any terms and conditions in the forms of applications, agreements, fees, required documents, and other relevant conditions as may be necessary from time to time particularly in the overall interest and efficacy of the Land Policy.

## 2. **DEFINITIONS**

In these regulations, unless the context otherwise requires,

- I. “**Act**” means the Delhi Development Act, 1957 as amended from time to time.
- II. “**Authority**” or “**DDA**” means the Delhi Development Authority constituted under Section 3 of the Act.
- III. “**Competent Authority**” means the Chairman/Vice Chairman, Delhi Development Authority or any other officer nominated by him.
- IV. “**Consortium**” means a duly registered association having rights, duties & obligations in accordance with law, consisting of multiple landowners/ Developer Entities who have come together to pool land for unified planning, servicing and subdivision/share of the land or any other defined action for development of sectors under the Land Policy as per prescribed norms and guidelines.
- V. “**Developer Entity (DE)**” means:
  - a. An individual land owner who has pooled one or more parcels of land in the sector, adding up to a minimum of 2 hectares
  - b. A group of land owners who have collectively pooled one or more land parcels adding up to a minimum of 2 hectares and who have voluntarily grouped together, through a valid legally enforceable agreement for taking up development.
  - c. An entity (developer/business/corporate entity) which represents a group of landowners who have pooled one or more land parcels adding up to a minimum of 2 hectares, through a legally binding agreement.
- VI. “**Developable Area**” means the areas available for development as per Clause 3(III).
- VII. “**Development Agreement**” means a valid and legally enforceable agreement between DDA and Consortium to jointly undertake the planning and development of the land pooled as per provisions in the Land Policy and these Regulations.
- VIII. “**Development Area**” means the area notified under Section 12 of the DD Act, 1957 for the purpose of the said Act.
- IX. “**Encumbrance**” means any legal or physical impediment that can adversely impact the transferability of the property and restrict its free use until the encumbrance is removed.
- X. “**Entitlement Certificate**” means the certificate issued pursuant to Clause 7.
- XI. “**External Development Charges (EDC)**” mean the charges to be paid by DE/Consortium towards the cost of constructing, laying and installing the public infrastructure and services, including inter-alia roads, water supply, sewerage and drainage systems, electricity supply, greens etc.
- XII. “**Final Development License**” means the license issued pursuant to Clause 8.
- XIII. “**Implementation Plan**” means the plan submitted by the Consortium, including details of redistribution of developed land/ built space amongst the landowners, or any other form of fair exchange as decided, through a valid contract agreement in accordance with law. The plan shall also include details of those landowners/group of landowners who wish to undertake development separately as Developer Entities, share of EDC that will be paid by respective DEs and strategy for watch and ward of 40% land to be surrendered to DDA/service providing agencies.
- XIV. “**Land**” shall have the same meaning as in the Transfer of Property Act, 1882.
- XV. “**Land Policy**” means the Land Policy as set out in Chapter 19 of the Master Plan 2021 as applicable from time to time.

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XVI. “**Land Pool**” means land legally consolidated for purpose of land pooling in accordance with these Regulations.

XVII. “**Land Pooling**” means the legal consolidation of land parcels for utilization of such land parcels as per Land Policy and these Regulations.

XVIII. “**Master Plan**” means the Master Plan for Delhi, prepared and approved under the Delhi Development Act, 1957 for the time being in force.

XIX. “**Provisional Development License**” means a license issued pursuant to Clause 7.

XX. “**Sector**” means a delineated area in the Zonal Development Plan (ZDP) bound by existing or proposed roads or physical features such as high tensions lines, railway lines, drains etc. as per approved ZDP.

XXI. “**Service Providing Agency**” means respective agency responsible for providing services such as water supply, sewerage disposal, solid waste, electricity supply, construction of roads, communication and other distributive services, which will develop trunk infrastructure in the land pooling areas.

XXII. “**Single Window System**” means the online facility developed by DDA for providing an interface between DDA and the DE/Consortium/landowner for managing the implementation of the Land Policy.

XXIII. “**Tradable FAR**” means FAR which remains unutilised due to various conditions as specified in Clause 5(IV), and which can be traded or used elsewhere as per the Policy.

### **3. APPLICABILITY OF THE POLICY**

- I. The policy will be applicable in the urbanizable areas as notified by DDA/Government from time to time, except the:
  - a. land/villages notified under Low Density Residential Area (LDRA), green belt;
  - b. land under unauthorized colonies (which are yet to be regularized);
  - c. built up Lal Dora areas (abadi), notified extended Lal Dora of villages;
  - d. lands under litigation including lands under acquisition proceedings, till the case is settled;
  - e. land where DDA or any other government agency has issued NOC or where the plan stands approved for development by any other government agency at the time of notification of these regulations;
  - f. land under notified forests/government land (use undetermined) and any other scheme of Government of NCT of Delhi for which change of land use is under process under Section 11(A) of the Act at the time of notification of these regulations;
  - g. pre-existing institutions which have been considered for regularization or are still under examination by the Government;
  - h. land under natural drains, natural water bodies, heritage sites, flood and irrigation department, railways and airport.
- II. If any of the land owners who have lands listed under (b) and (g) of Clause 3(I) above and wish to participate under the Land Policy, they must clear all encumbrances before expressing their willingness to participate.
- III. All the remaining lands, other than those mentioned in Clause 3(I), shall form the “Developable Area” that can be taken up for pooling.
- IV. Notified ZDPs will form the basis of planned development. The ZDPs shall delineate the sectors for land pooling and all pooling shall be in reference to such sectors.

#### **4. ELIGIBILITY**

- I. Land parcels of any size can be brought under pooling, provided they fall in the areas notified by the DDA/Government under Land Policy. Land owners with any size of land may register and express their interest to participate as per the application process detailed in Clause 6.
- II. The land parcels being offered for pooling must be free from all encumbrances and the landowner shall have a valid and lawful ownership and physical possession of the land parcel proposed for pooling.
- III. A sector will be considered eligible when:
  - a. A minimum 70% of the Developable Area in the sector has been pooled
  - b. The pooled land parcels are contiguous
  - c. The entire pooled land is bounded on at least one side by a road of minimum 30m ROW (existing or proposed) as per ZDP.

#### **5. PLANNING POSTULATES OF LAND POOLING**

Subject to the other provisions of these Regulations and Land Policy, land pooling process shall be governed by the following guidelines:

- I. Each landowner will surrender land proportionately, free of encumbrances as and when required for city level services, as needed for city level infrastructure in a sector, irrespective of land uses assigned to their original land in the ZDP. DDA and the service providing agencies will develop city level physical infrastructure, recreational and public/semi-public (PSP) facilities on minimum 40% of the pooled land on payment of EDC charges on the total pooled land.
- II. The remaining 60% land shall be utilized by the Consortium for development of residential (53%) (including neighborhood level facilities), commercial (5%) and public/semi-public facilities (2%) as per sector plan, notified ZDP and prevailing Master Plan.
- III. Only DEs will be eligible for return of separate land parcels for final development. Smaller landowners who own less than 2 ha and who are not part of any DE, will only be eligible for built space in the developed area. The responsibility for return of built space to such landowners will be as decided at the time of finalization of Implementation Plan.
- IV. The entire development will be as per the Development Control Norms stipulated in Clause 19.4 (vi) of the Land Policy and Master Plan of Delhi. The DE/Consortium shall be compensated in the form of Tradable FAR, if it is unable to utilize the entire allowable FAR. Some of the cases where Tradable FAR could be generated are as follows:
  - a. There is a shortfall/reduction of plot size/land in any sector due to site conditions.
  - b. Mandatory buffer zones near heritage sites, environmentally sensitive sites, high tension lines etc.
  - c. Height restrictions prescribed by Airports Authority of India (AAI).
- V. Tradable FAR as allowed by the Authority can only be used on the sites identified by the Authority from time to time. Such Tradable FAR will accrue to the landowner in perpetuity and can be utilized by him or transferred to other parties through the Single Window System, which shall be the official trading platform for all Tradable FAR generated under the Land Policy.
- VI. Receiving sites for such Tradable FAR as identified by the Authority from time to time shall be eligible for receiving such Tradable FAR only after Provisional Development License has been granted by the Authority.
- VII. Any un-pooled land imposes a cost on public infrastructure, as services have to be provided to all land parcels in the sectors. Therefore, the following regulations shall apply to such un-pooled lands:

- a. The planning process/ layout plans for the un-pooled land parcels remaining in any sector coming forward later may be allowed, subject to:
  - i. workability of the overall plan in terms of accessibility and other factors required for unified/integrated planning
  - ii. making minimum 45% land available for city level infrastructure/facilities or higher as determined by the Authority from time to time
- b. Payment of updated applicable external development charges (EDC) for infrastructure and services.

## **6. APPLICATION PROCESS**

- I. The Land Policy shall be implemented simultaneously in the entire urbanizable areas of the urban extension. If required, roll out of the Land Policy may be phased depending upon the availability of resources and action plan for provision of infrastructure and services by the concerned Service Providing Agencies
- II. The entire process will be operated through an online Single Window System established by DDA, specifically for this purpose. DDA shall phase the application process through announcement of "Application Window" from time to time. Such Application Window shall be opened for inviting applications for a fixed duration of time, providing detailed information on the process to be followed. The first Window shall be closed in the specified time and applications received shall be processed as the first round of applications. The same process shall apply as the Window is opened for subsequent rounds. Applications for each round shall be invited by DDA through an announcement published on its website, and in newspapers in Hindi and English.
- III. Landowners complying with the eligibility criteria specified in Clause 4 can register and express their willingness to participate during the validity of the Application Window, by submitting the prescribed application form along with payment of a Registration Fee as prescribed in the Single Window System.
- IV. The application shall contain a map of the land being offered for pooling, on a scale of 1:1000. The map shall include the boundaries and dimensions of the said land, the locations of existing streets, buildings and premises, along with certified copies of ownership and other documents as may be prescribed by the Single Window System.
- V. The documents shall be self-attested by the landowners who shall at all times remain liable for any false information, misrepresentation, or error of any nature whatsoever. In addition to being proceeded against, in accordance with law, the application of such landowner shall be deemed to be void *ab initio* and shall automatically stand rejected. Any action that has been taken pursuant to such application shall stand automatically revoked and the registration amount will be forfeited.
- VI. DDA shall facilitate verification of pooled lands by the Revenue Department, GNCTD through Single Window System.
- VII. Once 70% contiguous land is achieved within a sector and verification of pooled lands by the Revenue Department has been completed, such sectors shall be considered eligible for development and DDA will issue a notice ("Notice for formation of Consortium") to the constituent landowners, as indicated in Clause 19.1(iii) to form a single entity called the Consortium.
- VIII. The Consortium will prepare an Implementation Plan containing details as defined in Clause 2(XIII), with the consent of all landowners/ DEs, along with the contract agreement amongst the constituent landowners/ DEs of the Consortium. This contract agreement should adequately reflect all the terms and conditions as part of the Implementation Plan and will form the basis to resolve any grievances amongst the landowners/ DEs arising at a later stage.

- IX. The Consortium will thereafter apply to DDA as a single entity for undertaking development within the sector, enclosing the Implementation Plan, copy of the contract and a processing fee for initiating detailed planning of the sector.
- X. If any constituent landowner exits the pool during the process, then the sector will still be processed, provided all eligibility conditions given in Clause 4 continue to be fulfilled. Where such exit affects the eligibility conditions the processing of such sectors may be resumed once the eligibility conditions are fulfilled, either within the same or subsequent Application Windows.
- XI. On acceptance of the application, there will be three further stages before the DE/Consortium can undertake development of the land available with the DE/Consortium. These are:
  - a. Issue of Provisional Development License (as per Clause 7)
  - b. Issue of Final Development License (as per Clause 8)
  - c. Approval of layout plan and building plan by the concerned agencies (as per Clause 9)

## **7. PROVISIONAL DEVELOPMENT LICENSE**

- I. DDA will prepare a plan at the sector level specifying the location of 40% land required for development of city level physical infrastructure, roads, industrial, recreational and public/semi-public (PSP) facilities, and the location of 60% land available for development by the Consortium. DDA will also identify site locations to be earmarked for necessary buffers, land to be taken up for acquisition, extent of tradable FAR generated and any other terms and conditions.
- II. Based on the above, DDA shall issue a provisional “Entitlement Certificate” to Consortium through the Single Window System, containing all of the above details, within a period of 120 days from the date of application by the Consortium.
- III. The Consortium may represent to the DDA in case of any grievance during a period as prescribed. All such grievances shall be considered through a Grievance Redressal Mechanism constituted by DDA as per Clause 12 (I) of the Regulations. The decisions shall be binding on the Consortium.
- IV. DDA will issue a final Entitlement Certificate to the Consortium after resolving grievances (if any). Based on this, the Consortium shall prepare a layout plan indicating the neighbourhood level facilities as per the Master Plan and additional development controls as prescribed in ZDPs, location and size of land share and built space (amongst the remaining constituent landowners) for approval by DDA. The entire distribution of land/built space shall be in accordance with the mutually agreed Implementation Plan.
- V. DDA shall enter into a Development Agreement with the Consortium after approving the layout plan and issue a “Provisional Development License” (PDL).
- VI. The Development Agreement will include the final Entitlement Certificate, all the documents provided by the landowners at the time of application, the approved layout plan and the agreed share of land/built space amongst the landowners as part of the Implementation Plan.
- VII. The Development Agreement will also include an undertaking from the Consortium that it shall comply with the following conditions:
  - a. Apply for a Final Development License (FDL) with all details as per Clause 8 within a prescribed time.
  - b. Deposit in an escrow account, the External Development Charges as may be prescribed at the time of applying for FDL.
  - c. Handover the encumbrance-free physical possession and ownership of the land required by DDA and the Service Providing Agencies for infrastructure and other development, as and when required. In case of non-compliance the FDL will be

automatically revoked. This handing over of land shall be completed before issuance of Completion/Occupancy Certificate or part Completion/Occupancy Certificate.

## **8. FINAL DEVELOPMENT LICENSE**

- I. Within twelve (12) months of receipt of Provisional Development License, DE/Consortium shall submit an application in the prescribed form for issuance of the Final Development License.
- II. The application shall comprise of:
  - a. Copies of Provisional Development License against which Final Development License is being sought.
  - b. Detailed layout plan on a scale of 1:1000 showing the existing and proposed means of access, the width of roads and streets, size and type of plots, sites reserved for open spaces, community facilities with area under each proposed land use distribution and building lines. Landscape Plan and Transportation/Parking Plan shall also be prepared and submitted along with the layout plan. (Such a plan shall only be for purposes of issuing a Final Development License and not for according any sanction for actual construction.)
  - c. The detailed layout plan shall be based on:
    - i. Development Control Norms as per the Land Policy;
    - ii. Additional development controls for urban design, landscape and built environment to be notified in the ZDPs for land pooling zones;
    - iii. Master Plan norms for provision of neighborhood level commercial and public semi-public component and other common facilities.
  - d. An explanatory report (including maps) indicating physical infrastructure development works to be executed in phases through use of smart-city principles including arrangements for disposal and treatment of waste water, rain water harvesting, solid waste management, storm water drainage, water recycling, etc.
  - e. Various undertakings as prescribed by Single Window System.
  - f. Scrutiny/Processing Fee as prescribed and compliance with the various requirements of Entitlement Certificate and Provisional Development License.
  - g. Bank Guarantee equivalent to cover the outstanding liability on account of EDC on reducing balance till the full payment of EDC by DE/Consortium.
  - h. Proof of having the financial capability of undertaking the development of the final plot particularly to the extent of the proposed FAR calculated as per latest CPWD index (to be enhanced as per CPWD escalation index).
- III. After receipt of the application in the prescribed form complete in all respects, DDA shall examine the same from the point of view of all relevant aspects including:
  - a. conformity with the Development Agreement;
  - b. conformity with the land use, development controls and prescribed additional development controls;
  - c. compliance with the provisions of the Master Plan, ZDP and other planning parameters and requirements;
  - d. proposed plan regarding infrastructure development works to be executed.
- IV. Based on satisfactory compliance of Clause 8(III), DDA will issue the Final Development License to DE/Consortium upon payment of the first installment equivalent to 20% of the EDC as may be prescribed before the Policy is operationalized. The EDC shall be payable on the total pooled land.

- V. The balance External Development Charges to be paid by DE/Consortium (excluding the first installment) shall be payable either in lump sum within 90 days from the date of issuance of FDL or in 8 six-monthly installments spread over 48 months along with interest to be charged on deferred payment of EDC in instalments shall be as notified from time to time by the Government/ DDA. However, the final amount to be recovered on account of EDC shall be based on the completion cost of the development works.
- VI. A DE who has applied separately for issue of FDL will have to bear proportionate share of EDC as detailed in the Implementation Plan.
- VII. The Final Development License shall be valid for a specific time period for development, subject to extension as per Clause 10(III) of the Regulations. However, issue of FDL does not provide a sanction for actual construction, which can begin only after obtaining all the layout plan and building plan approvals, and NOCs from various Service Providing Agencies as prescribed in Clause 9 of the Regulations.

#### **9. LAYOUT PLAN APPROVAL AND BUILDING PLAN APPROVAL**

- I. The Single Window System shall be used by the DE/Consortium to submit layout plans with detailed service plans and building plans as per Building bye-laws to the regulatory agencies like DUAC, DJB, DFS, AAI, etc., for obtaining necessary layout plan level and premise (building plan) level approval / clearances, with the following details:
  - a. location and extent of the land;
  - b. conformity with the land use, and development controls (including prescribed additional development controls);
  - c. proposed layout plan of the area with respect to the Master Plan;
  - d. proposed plan regarding infrastructure development works to be executed;
  - e. plans showing the cross-sections of the proposed roads indicating, in particular the width of the proposed drainage ways, cycle tracks and footpaths, green areas, positions of electric poles and any other works connected with such roads;
  - f. services plans indicating the positions of sewers, storm water channels, water supply (including strategies to reduce water demand) and any other public health services;
  - g. detailed specifications and designs of sewerage, storm water and water supply schemes with estimated cost of each;
  - h. detailed specifications and designs for disposal and treatment of storm and sewage water with estimated cost of each;
  - i. solid waste management and disposal plan (zero waste strategies);
  - j. detailed specifications and designs for electric supply including street lighting;
  - k. Fire-fighting scheme; and
  - l. Other such information/document as may be prescribed.
- II. Considering planning parameters and norms including the provision of laying of infrastructure services, DDA shall have the right/discretion to resize the final plot given to a DE/Consortium, provided no construction has taken place thereon.
- III. After obtaining approval/clearance from DUAC, DJB, DFS, AAI and other agencies as may be required for the layout plan, DE/Consortium shall submit revised plans to DDA, incorporating the observations/suggestions if any, as may be made by such authorities/agencies for final layout and premise level building plan approvals.
- IV. DE/Consortium shall be responsible for obtaining all statutory and regulatory approvals and permissions from all authorities/agencies concerned through the Single Window System and complying with the directions issued by them. DE/Consortium shall ensure that all approvals/clearances are obtained within a period of two years from the date of issuance of

the Final Development License and the remaining validity period is available for DE/Consortium to carry out the required construction.

V. The validity of Final Development License so as to complete all development and obtain a completion certificate from DDA in accordance with law shall be ten years from the date of its issuance during which period all the prescribed infrastructure development works shall be completed and certificate of completion shall be obtained.

#### **10. DEVELOPMENT TERMS AND CONDITIONS**

- I. DE/Consortium shall execute and complete the development in accordance with the Provisional Development License and Final Development License, the Land Policy, these Regulations, the Master Plan, the approved layout plan and premise level building plan.
- II. Service Providing Agencies and DDA shall try to ensure to complete the external development within a period of five years from the issue of Final Development License to DE/Consortium subject to availability of land, utilizing the External Development Charges deposited in pooling process. In case of delays in completion of development works by Service Providing Agencies/ DDA, the concerned agency shall pay proportionate penalty of 2% of EDC per year for first two years and 3% of EDC per year thereafter to affected DE/Consortium for delay beyond the date of completion of the construction by DE/Consortium or five years whichever is later till the external development works are completed, provided that all the EDC charges have been paid by DE/Consortium within the stipulated time period.
- III. In case the DE/Consortium is unable to complete the development, the following shall apply:
  - a. In case DE/Consortium fails to complete the required development within the prescribed period for reasons beyond its control, it may apply to the DDA for extension of FDL in the prescribed form, at least 30 days before expiry thereof and the said application shall be accompanied by prescribed fees, clearances and documents in support evidencing the status of development and reasons for non-completion of the development.
  - b. After receipt of the application for extension, Competent Authority, if satisfied, may extend the FDL up to maximum of three extensions of one year each, subject to payment of the extension charges fixed by the DDA/Government from time to time. The suggested rates are as under:

<b>Extension</b>	<b>Extension charges to be paid</b>
First	5% of EDC
Second	10% of EDC
Third	15% of EDC

- c. The EDC shall be as applicable at the time of applying for extension of FDL or as per the last installment of EDC paid, whichever is more.
- d. In the event of non-completion of the project beyond the permissible extension period, DE/Consortium shall be liable to pay 15% of the EDC for each year's delay beyond the extension period irrespective of the reasons thereof.
- IV. The EDC collected will be kept in an escrow account and will be utilized by the Service Providing Agencies on proportionate basis/ as per actual expenditure incurred.
- V. DE/Consortium shall undertake development in a time bound manner and maintain all the neighbourhood level facilities i.e. open spaces, roads and services, etc. till the area is handed over to the Urban Local Body (ULB) responsible for maintenance. The "Deficiency Charges", if any, shall be borne by the DE/Consortium at the time of handing over of the services to the ULB.
- VI. Completion/Occupancy Certificate:
  - a. After the areas have been laid out according to approved layout plan and development works have been executed as per phases shown in the layout plan according to approved designs and specifications, DE/Consortium shall make an application to DDA for issuance

of part/full Completion Certificate for the infrastructure developed and buildings constructed of such phases, subject to payment of all applicable charges.

- b. Completion/Occupancy Certificate, part Completion/Occupancy Certificate for premise level plan within the approved phase of development may be granted as per the Building Bye Laws in force at the relevant time subject to completion of infrastructure development works of that phase and handing over of land as mentioned in Clause 7(VII).

## **11. OTHER DEVELOPMENT CONTROLS**

- I. All new developments under the Land Policy, shall be planned in accordance with the Development Control Norms prescribed in the Land Policy (Clause 19.4).
- II. New developments under the Land Policy shall comply with the mandatory green building norms as prescribed in the Master Plan and Building Bye Laws. Additionally, minimum 10% of all energy consumption in the new developments shall be through solar fittings or through other renewable energy sources, prescribed for green-field developments under the Smart Cities Mission of the Ministry of Housing and Urban Affairs.
- III. In order to ensure predictable built results, ensure safer neighborhoods built on principles of universal accessibility and fostering a vibrant public realm, all the developments under the Land Policy shall also comply with additional development controls that will regulate both building level and site level aspects of new developments. The controls will cover aspects such as:
  - a. *Building type*: Building types will include perimeter blocks (including Podium typology), detached high rise towers, detached medium rise towers, various mixed-use types and row houses.
  - b. *Building frontage type*: Specifications for use of different building frontages such as colonnades, shop-fronts, porch, fore-courts, overhangs etc. related to abutting uses like open greens, width of abutting roads etc. This will regulate the manner in which built-form engages with the public realm.
  - c. *Ground cover and vertical mixing of land uses*: Specifications of permissible ground cover and conditions under which vertical mixing of land uses shall be permitted.
  - d. *Street design and street network*: Regulations governing typological street sections, inclusion of cycling, walking and short-term parking facilities, density of road network, frequency of intersections and mid-block crossings, development of multi-utility zones to accommodate bus stops, street vendors, street utilities, trees, street furniture, planting for storm water management, etc.
  - e. *Plantation*: Type, location and frequency of tree cover along various road typologies. Specific guidelines for design of large paved public areas shall also be prescribed.
  - f. *Open spaces and greens*: Specifications for regulating open space to built-form relationships, location and walkability, lighting and surveillance requirements etc.

## **12. GRIEVANCE REDRESSAL MECHANISM**

- I. A two-stage Grievance Redressal Mechanism will be constituted by the DDA for resolving disputes/grievances in the land pooling process.
  - a. First stage Grievances Redressal Committee headed by the Principal Commissioner (Land Pooling) consisting of Chief Engineer (HQ), Addl Chief Legal Advisor, Director (Land Costing), Director (Building), Director (Plg) Land Pooling, Director (Land Pooling), Director (NIUA) or his nominee and representatives of concerned Service Providing Agencies. The committee will dispose of the grievance within 30 days of receipt of grievance.
  - b. If any landowner/DE/Consortium is aggrieved by the decision of the first stage Grievance Redressal Committee, the same may be represented before the second Grievances Redressal Committee within 30 days. This Committee will be headed by Vice Chairman, DDA consisting of Finance Member, Engineer Member, Commissioner (Plg), Chief Legal

Advisor of DDA and concerned representatives of Service Providing Agencies. The Committee may co-opt other members, as it may require for resolution of grievances. The committee will dispose of the grievance within 45 days of receipt of grievance.

II. For settlement of disputes arising between members of Consortium/landowners, between DEs and between Consortium/ DEs with Service Providing Agencies, the redressal of grievances shall be as under:

- a. There should be in built provision in the agreement entered/to be entered between Consortium and DEs and also in the agreement between Consortium/DEs with the Service Providing Agencies.
- b. If the disputes between the parties are not settled through conciliation process they may resort to mediation.
- c. If the process of mediation fails to resolve the disputes, the parties should resort to arbitration. Selection of arbitrators, functions and duties should be in accordance with 'The Arbitration and Conciliation Act, 1996'.
- d. Further if all the processes of conciliation, mediation and arbitration fail to resolve the disputes between the parties in that eventuality the aggrieved party may take recourse to the courts of law and jurisdiction of the courts for the purpose shall be at Delhi/New Delhi.

13. The Consortium/ DEs shall register themselves under Real Estate Regulatory Authority (RERA) and shall be governed as per provisions of RERA Act, 2016.
14. The Competent Authority may amend any terms and conditions in the forms of applications, agreements, fees, required documents and any other relevant condition as may be necessary from time to time particularly in the overall interest and efficacy of the scheme and the Land Policy.
15. Stamp duty shall be charged for transfer of land/property as per prevailing law. However, no stamp duty shall be applicable on transfer of land to service providing agency / DDA by the land owners.

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D. SARKAR, Commissioner-cum-Secy.