

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 17/ 2022

IN THE MATTER OF:

Dr. D.S. Kataria & Anr.

...Applicant

VERSUS

Govt. of NCT of Delhi

...Respondents

INDEX

Sr. No.	Particulars	Pages
1.	Action taken Report in the matter of Hon'ble NGT in Original Application No. 17/2022 in the matter of Dr. D.S. Kataria & Anr. V/s Govt. of NCT of Delhi.	1-2
2.	<u>ANNEXURE – A-</u> True copy of letter no. F.LD/IL/0001/2022/GOVT/32-IL-III/1242 dated – 15.01.2024 received from DDA for allotment of land.	3-6
3.	<u>ANNEXURE – B-</u> True copy of letter no. F.LD/IL/0001/2022/GOVT/32-IL-III/1365 dated – 18.03.2024 received from DDA for allotment of land.	7-11



(Shiv Kumar Bhardwaj)

Chief Engineer (Dr.) Proj-I
DJB, Govt. of NCT Delhi

New Delhi

Date: 10.05.2024

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 17/ 2022

IN THE MATTER OF:

Dr. D.S. Kataria & Anr.

...Applicant

VERSUS

Govt. of NCT of Delhi

...Respondents

Action taken Report in the matter of Hon'ble NGT in Original Application No. 17/2022 in the matter of Dr. D.S. Kataria & Anr. V/s Govt. of NCT of Delhi

MOST RESPECTULLY SHOWETH

1. That in compliance of directions passed by this Hon'ble Tribunal vide order dated 12.01.2024 in O.A. No. 17/2022, wherein the Delhi Jal Board (DJB) was directed to file the action taken report. The relevant Para 11 & 12 of order dated 12.01.2024 is being reproduced hereunder:

"11. In view of the above the Vice Chairman, DDA, Commissioner, Municipal Corporation of Delhi, District Magistrate (South) Delhi and the Chief Executive Officer, DJB are directed to depute officers for convening a meeting and considering all relevant aspects and proposing remedial measures regarding construction of STP and sewerage system connected to the same.

12. Action taken report be filed on or before 10.05.2024 by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Supported PDF and not in the form of Image PDF."

2. That in pursuance of the said order and the meeting held, the Respondent /DDA has allotted the land to DJB at various places for the construction of STP and SPS/Lift Station which are mentioned below:-

- (a) Allotment of land measuring 12208.57 Sqm to Delhi Jal Board at Khasra No. 1225/2, 1228/2, 1230/2 & partly 1231 at Rangpuri and Mahipalpur area under Bijwasan Constituency (AC-36), Delhi for the construction of STP through letter dated 15.01.2024. **(True copy of letter dated- 15.01.2024 attached as Annexure- A)**
- (b) Allotment of land measuring 250 Sqm to Delhi Jal Board at Khasra No. 660(12-12) of village Rangpuri for the construction of SPS/Lift Station through letter dated 18.03.2024. **(True copy of letter dated- 18.03.2024 attached as Annexure- B)**
3. That it is pertinent to mention that currently the allotment process is ongoing, and the construction will be completed within a reasonable time after obtaining possession of the land.
4. The compliance report is being submitted in this Hon'ble Tribunal for the record and kind perusal. However, any further direction given by this Hon'ble Tribunal in this regard will be abided by the undersigned. Submitted Please.

New Delhi
Date: 10.05.2024


(Shiv Kumar Bhardwaj)
Chief Engineer (Dr.) Proj-I
DJB, Govt. of NCT Delhi

105
ELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL LAND BRANCH
Room No.216, A-Block, 2nd Floor, Vikas Sadan, INA New Delhi

E- 26524

F. LD/IL/0001/2022/GOVT/32-IL-III /1242

Dated: 15/01/2024

To

The Member (Dr)
 Delhi Jal Board, GNCTD,
 Varunalaya PH I, Jhandewalan,
 Karol Bagh,
 New Delhi-110005

Sub: - **Allotment of land measuring 12208.57 Sqm to Delhi Jal Board at Kh. No. Khasra No. 1225/2, 1228/2, 1230/2 & partly 1231 at Rangpuri and Mahipalpur area under Bijwasan Constituency (AC-36), Delhi for the construction of STP**

Sir,

With reference to letter No. DJB/EE(C)Dr-XIV/2023/4600-4605 dated 20.02.2023 on the subject noted above, I am directed to inform you that under the provision of DDA (Disposal of Developed Nazul land) Rules, 1981, it is proposed to allot a plot of land measuring **12208.57 Sqm** (on perpetual lease hold basis) **at Khasra No. 1225/2, 1228/2, 1230/2 & partly 1231, at Rangpuri and Mahipalpur area under Bijwasan Constituency (AC-36), Delhi for the construction of STP** on the usual terms/conditions as given in the approved format of perpetual lease deed and the following conditions: -

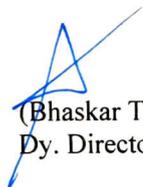
1. That the allottee **Delhi Jal Board** will be required to pay provisional premium of land measuring **12208.57 Sqm @ Rs. 708.55 Lakh per acre (Provisional)** with annual ground rent **2.5%** per annum of the total premium (Aggregate of the provisional land final premium) for the said land measuring **12208.57 Sqm**. Since the revision of these rates of land for FY 2022-24 is under consideration of the Central Govt., this premium and annual ground rent will be treated as provisional and will be subject to revision. The allottee shall thus have to pay the balance premium and ground rent for the aforesaid area of land from the date of allotment as per rates determined by the Central Government under Rule-5 of DDA (Disposal of Developed Nazul land) Rule 1981, and within the time as and when demanded by DDA. The rates of land, determined by Central Government, shall be binding upon the allottee and shall not be called in question by it in any proceeding. The allottee shall give an undertaking to the effect that it will pay the balance premium of land as and when demanded by DDA on the basis of the rates determined by Central Govt.
- i. The allottee shall give an undertaking to the effect that it will pay the balance premium of land as and when demanded by DDA on the basis of the rates determined by Central Govt.
- ii. The area of the land/ plot is also subject to variation in size, as per requirement of layout plan and actual demarcation of the plot at site etc.
- iii. The allotted land shall be used for the purpose of **construction of STP only** and no other purpose whatsoever.
- iv. The building plans should be got approved from the Lessor/DDA/Local body, before getting the same sanctioned for the construction on allotted land and construction as per sanctioned plan shall be completed thereon within a period of 2 years from the date of taking over physical possession of the plot allotted.

- 106
- v. 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 previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.
 - a. PROVIDED that , in the event of the consent being given, the Lessor may impose such 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 determine) of the un-earned increase in the value (i.e. the difference between the premium paid and market value) of the said land at the time of sale, transfer assignment, or parting with the possession and the decision of Lessor in the respect of the market value shall be final & binding.
 - b. Notwithstanding anything contained in sub-clause (a) above, the lessee may with the previous consent in writing of the Lt. Governor of Delhi (here in after called The L.G.) mortgage or charge, the said land to such person as may be approved by the Lt. Governor in his absolute discretion.
 - vi. The lease deed shall be executed and got registered by the allottee at its own cost as and when called upon to do so, by the Lessor (PRESIDENT OF INDIA)/DDA.
 - vii. 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. If the trees required to be removed off, then the permission for cutting of trees may be obtained from Forest Department/Horticulture Department. The tree will be verified by Horticulture Department, DDA.
 - viii. That all other conditions, as contained in the perpetual lease deed to be executed in this behalf and any other terms/condition imposed from time to time by the Central Government/Lt. Governor shall be binding upon the allottee. The form of Lease Deed can be purchased from the office of DDA.
 - ix. 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 superstructure standing thereon if any, will be taken over by the Lessor (PRESIDENT OF INDIA)/DDA, without any compensation to the allottee.
 - x. 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 DDA by the allottee on the date and time given in the cancellation notice.
2. That it is the whole responsibility of the allottee to keep proper watch and ward of the land and property against any encroachment.
 3. The offer of allotment of land herein made is on "AS IS WHERE IS BASIS". The allottee is advised to got himself acquainted with the conditions herein mentioned and also the site conditions before acceptance of the offer of allotment. It may be noted that the DDA shall not entertain any claim/exemption from the payment of ground rent, License Fee, composition fee etc. once the offer of allotment is accepted and possession is taken over.
 4. The allottee shall abide by all the terms and conditions given in the allotment letter/lease deed and other conditions as may be imposed by the Competent Authority from time to time.
 5. The allottee shall pay the cost of fencing/Boundary wall if any, as and when demanded by DDA.
 6. No property development permitted on the allotted land.
 7. The payment and the acceptance letter with the required undertaking must be sent within 60 days from the date of issue of Demand-Cum-Allotment letter, failing which interest at the rate of 14% shall be chargeable for the delay period upto 180 days of issue of this letter. On completion of 180 days from the date of issue, the allotment shall be automatically cancelled. If the allottee has made partial payment, after 180 days of issue of this letter the allottee shall have to re-apply for allotment.

8. If the above terms and conditions are acceptable to you, the acceptance there of with an undertaking may be sent to the undersigned along with the demand draft for **Rs. 21,90,99,342/- (Rupees Twenty One Crore Ninety Lakh Ninety Nine Thousand Three Hundred Forty Two Only)** including Ground Rent Rs. 53,43,885/- + documentation charges Rs. 45/- in favour of DDA within 60 days from the date of issue of demand-cum-allotment letter. The said amount can also be deposited in the bank counter situated in I.N.A. office complex and copy of the same may be sent to this office.

Details of Demand

1	Premium of land measuring 12208.57 Sqm @ Rs.708.55 Lacs per acre (Provisional)	:	Rs. 21,37,55,412 /-
2	Ground Rent of the plot @ 2.5% per annum of the total premium.	:	Rs. 53,43,885/-
3	Documentation Charge	:	Rs. 45/-
	Total	:	Rs. 21,90,99,342/-

O/c 
(Bhaskar Tiwari)
Dy. Director (IL)

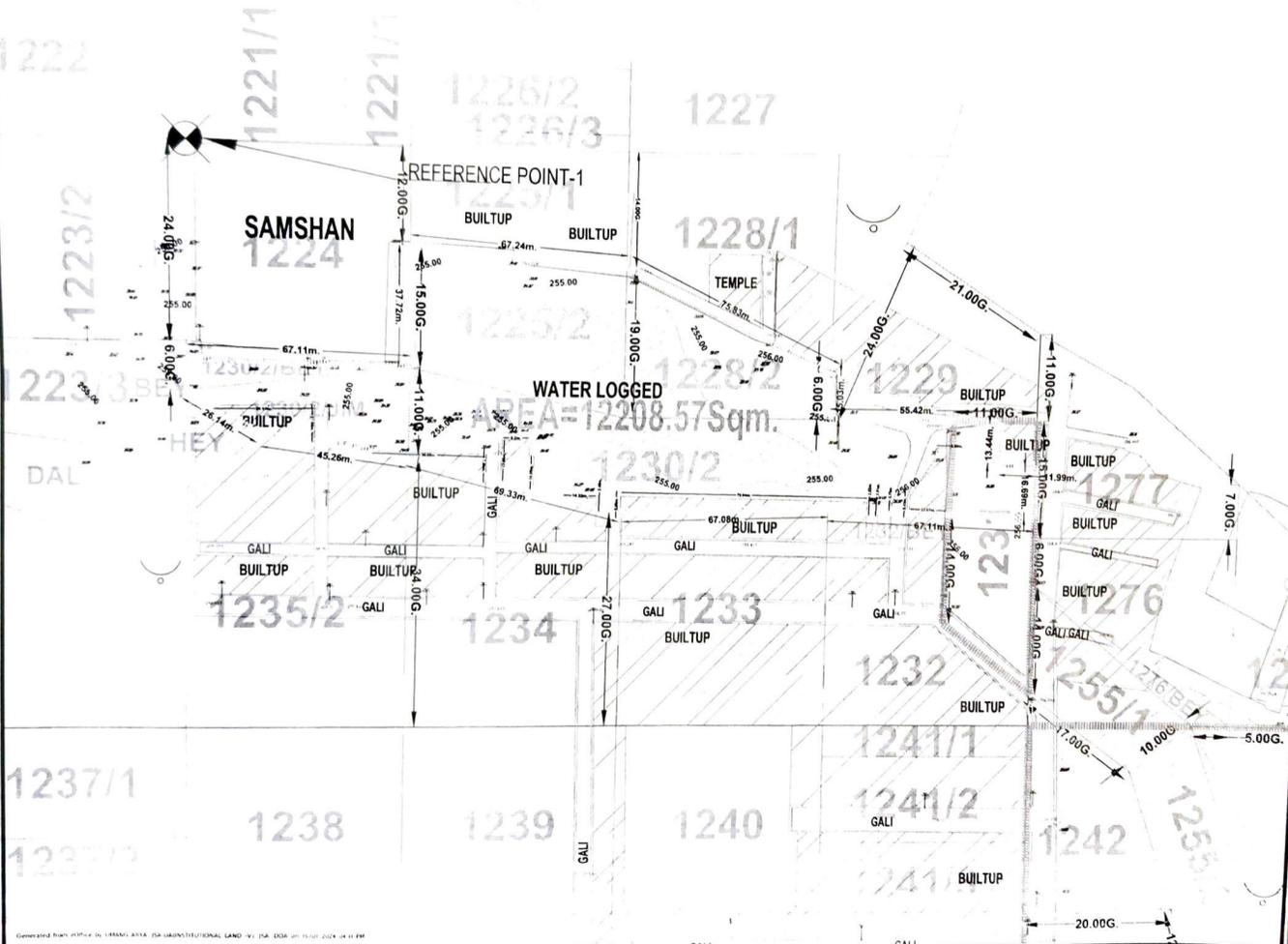
Encl: **TSS Plan of the site.**

Copy to: -

1. Commissioner (Plg.) DDA, Vikas Minar, New Delhi-110002-*With request to incorporate subsequently in the Sector Plan, Zonal Plan and Master Plan.*
2. Commissioner(LM) , DDA, Vikas Sadan, New Delhi-110023
3. Chief Engineer (SEZ), DDA, Vikas Minar, New Delhi-110002
4. Dy. Director (Survey) LD, DDA, Vikas Sadan, New Delhi-110023
5. Dy. CAO (LC)-I, DDA, Vikas Sadan, New Delhi-110023

O/c 
Dy. Director (IL)
DFA / 27198
Version 1


15/01/2024
(DA)



SYMBOL	DESCRIPTION
[Symbol]	WELL
[Symbol]	BOUNDARY
[Symbol]	BUILDING
[Symbol]	RAIL TRACK
[Symbol]	ENTER LEVELS
[Symbol]	CENTER LINE
[Symbol]	CHAMBU P
[Symbol]	STREET
[Symbol]	STAIR
[Symbol]	DRAIN
[Symbol]	ELECTRIC POLE
[Symbol]	FENCING
[Symbol]	GATE
[Symbol]	GROUND LEVELS
[Symbol]	HANDPUMP
[Symbol]	HT LINE
[Symbol]	POL GAS
[Symbol]	INT. RT. LEVELS
[Symbol]	STANBOLA
[Symbol]	LAMP POST
[Symbol]	MANHOLE
[Symbol]	NALA
[Symbol]	POND
[Symbol]	REG. ROAD
[Symbol]	ROAD BURNER
[Symbol]	SCA BOARD
[Symbol]	STAIRS
[Symbol]	TOLL PHONE POLE
[Symbol]	TOLL ROAD
[Symbol]	TRANSFORMER
[Symbol]	TREE
[Symbol]	MUSTILINE
[Symbol]	KHARSA LINE
[Symbol]	KHARSA W.C.
[Symbol]	VILLAGE SEEM

Scale: 1:1000
 Date: 25/11/2024
 Client: M. B. B. SURVEY & DESIGN PVT. LTD.
 Project: INSTITUTIONAL LAND-III

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 Project: INSTITUTIONAL LAND-III

M. B. B. SURVEY & DESIGN PVT. LTD.
 H-11, U.P.W.C. BLDG. C, Greater Noida-201308
 M: 9352002000, 9352002000
 Email: info@mbbsurvey.com

Scale: 1:1000

Check: []
 Check: []



**DELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL LAND BRANCH
Room No.216, A-Block, 2nd Floor, Vikas Sadan, INA New Delhi**

E- 26524

F. LD/IL/0001/2022/GOVT/32-IL-III/1315

Date: 18/03/24

To

The Member (Dr)
Delhi Jal Board, GNCTD,
Varunalaya PH I, Jhandewalan,
Karol Bagh,
New Delhi-110005

Sub: - Allotment of land measuring 250 Sqm to Delhi Jal Board in Khasra No. 660 (12-12) of village Rangpuri for the construction of SPS/Lift Station

Sir,

With reference to letter No. DJB/EE(C)Dr-XIV/2023/4600-4605 dated 20.02.2023 on the subject noted above, I am directed to inform you that under the provision of DDA (Disposal of Developed Nazul land) Rules, 1981, it is proposed to allot a plot of land measuring **250 Sqm** (on perpetual lease hold basis) in **Khasra No. 660 (12-12) of village Rangpuri for the construction of SPS/Lift Station** on the usual terms/conditions as given in the approved format of perpetual lease deed and the following conditions: -

1. That the allottee **Delhi Jal Board** will be required to pay provisional premium of land measuring **250 Sqm @ Rs. 994.63 Lakh per acre (Provisional)** with annual ground rent **2.5%** per annum of the total premium (Aggregate of the provisional land final premium) for the said land measuring **250 Sqm**. Since the revision of these rates of land for FY 2022-24 is under consideration of the Central Govt., this premium and annual ground rent will be treated as provisional. The allottee shall thus have to pay the balance premium and ground rent for the aforesaid area of land from the date of allotment as per rates determined by the Central Government under Rule-5 of DDA (Disposal of Developed Nazul land) Rule 1981, and within the time as and when demanded by DDA. The rates of land, determined by Central Government, shall be binding upon the allottee and shall not be called in question by it in any proceeding.

The allottee shall give an undertaking to the effect that it will pay the balance premium of land as and when demanded by DDA on the basis of the rates determined by Central Govt.

- ii. The area of the land/ plot is also subject to variation in size, as per requirement of layout plan and actual demarcation of the plot at site etc.
- iii. The allotted land shall be used for the purpose of **construction of SPS/Lift Station only** and no other purpose whatsoever.
- iv. The building plans should be got approved from the Lessor/DDA/Local body, before getting the same sanctioned for the construction on allotted land and construction as per sanctioned plan shall be completed thereon within a period of 2 years from the date of taking over physical possession of the plot allotted.
- v. 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 previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.
 - a. PROVIDED that , in the event of the consent being given, the Lessor may impose such 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 determine) of the un-earned increase in the value (i.e. the difference between the premium paid and market value) of the said land at the time of sale, transfer assignment, or parting with the possession and the decision of Lessor in the respect of the market value shall be final & binding.
 - b. Notwithstanding anything contained in sub-clause (a) above, the lessee may with the previous consent in writing of the Lt. Governor of Delhi (here in after called The L.G.) mortgage or charge, the said land to such person as may be approved by the Lt. Governor in his absolute discretion.
- vi. The lease deed shall be executed and got registered by the allottee at its own cost as and when called upon to do so, by the Lessor (PRESIDENT OF INDIA)/DDA.
- vii. 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. If the trees required to be removed off, then the permission for cutting of trees may be obtained from Forest Department/Horticulture Department. The tree will be verified by Horticulture Department, DDA.
- viii. That all other conditions, as contained in the perpetual lease deed to be executed in this behalf and any other terms/condition imposed from time to time by the Central Government/Lt. Governor shall be binding upon the allottee. The form of Lease Deed can be purchased from the office of DDA.

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 superstructure standing thereon if any, will be taken over by the Lessor (PRESIDENT OF INDIA)/DDA, without any compensation to the allottee.

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 8. If the above terms and conditions are acceptable to you, the acceptance there of with an undertaking may be sent to the undersigned along with the demand draft for **Rs. 62,98,113/- (Rupees Sixty-Two Lakh Ninety Eight Thousand One Hundred Thirteen Only)** including Ground Rent Rs. 1,53,612/- + documentation charges Rs. 45/- in favour of DDA within 60 days from the date of issue of demand-cum-allotment letter. The said amount can also be deposited in the bank counter situated in I.N.A. office complex and copy of the same may be sent to this office.

9. DJB will seek permission/approval ¹¹² from MoEF&CC, Department of Forest, NGT and all the other concerned ministries/departments/statutory authorities under the Wetland (Conservation and Management) Rules, 2017, before initiating any construction of a permanent nature on the allotted land of waterbody.

Details of Demand

1	Premium of land measuring 250 Sqm @ Rs.994.63 Lacs per acre (Provisional)	:	Rs. 61,44,456/-
2	Ground Rent of the plot @ 2.5% per annum of the total premium.	:	Rs. 1,53,612/-
3	Documentation Charge	:	Rs. 45/-
Total		:	Rs. 62,98,113/-

(Bhaskar Tiwari)
Dy. Director (IL)

Encl: Verified TSS Plan of the site.

Copy to: -

1. Commissioner (Plg.) DDA, Vikas Minar, New Delhi-110002-*With request to incorporate subsequently in the Sector Plan, Zonal Plan and Master Plan.*
2. Commissioner(LM) , DDA, Vikas Sadan, New Delhi-110023
3. Chief Engineer (SEZ), DDA, Vikas Minar, New Delhi-110002
4. Dy. Director (Survey) LD, DDA, Vikas Sadan, New Delhi-110023
5. Dy. CAO (LC)-I, DDA, Vikas Sadan, New Delhi-110023

Dy. Director (IL)

