

The Delhi Development Authority (Management And Disposal Of Housing Estates) Regulations, 1968

DELHI

India

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Rule

THE-DELHI-DEVELOPMENT-AUTHORITY-MANAGEMENT-AND-DISPOSAL-OF-1968

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1. [Amended by Delhi Development Authority (Management and Disposal of Housing Estates) Amendment Regulations, 2022 (Regulation S-O-753-E- of 2023) on 17 February 2023]

The Delhi Development Authority (Management And Disposal Of Housing Estates) Regulations, 1968 Published vide S.O. 1457, dated 27th April, 1968, published in the Gazette of India, Pt. II, Sec. (ii), dated 27th April, 1968. In exercise of the powers conferred by clause (d) of sub-section (1) of section 57, read with section 11 of the Delhi Development Act, 1957 (61 of 1957) Delhi Development Authority with the previous approval of the Central Government, hereby makes the following regulations, namely: -

Chapter I

General

1. Short title, application and commencement.

- (1) These regulations may be called the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations, 1968. (2) These regulations shall apply to those schemes in which built up properties are to be disposed of by way of sale or hire-purchase. (3) These regulations shall come into force immediately on the date of their publication in the Official Gazette.

2. Definition.

- In these regulations, unless there is anything inconsistent with the context or meaning -(1)"Act" means the Delhi Development Act, 1957 (61 of 1957);(2)"Agency Agreement" means an agreement between the Authority and the registered agency in regard to common portions and common services;(3)"Allotment Letter" means a letter in such form as may be prescribed by the Authority from time to time making allotment of a particular property to an applicant;(4)"Allottee " means a person or an entity to whom a property has been allotted by way of sale ;(5)"Applicant " means a person or an entity who has sent an application through physical mode putting his or her or its representative's signature or affixing thumb impression thereon or through online mode;(6)"application" means an application made in such form as may be prescribed by the Authority from time to time;(7)"Application Register" means a register in which applications in response to public notice are entered in the order in which they have been received;(8)"Authority" means the Delhi Development Authority constituted under section 3 of Act;(9)"common portions" means those portions of the plot or premises which are in common use and includes the lands, gateway, enclosure, compound walls, parks, open ground, passages, corridors staircases, fitting, fixture, lite, if any, any installation whether for water supply or drainage or lighting or any other purpose and all such facilities which are used or intended to be used in common;(10)"common services" in relation to common portions means the services which are rendered for maintenance, running, keeping in good condition and control these common portions, use whereof shall be regulated by the Registered Agency concerned;(11)"Conveyance Deed" means an agreement in the prescribed form between the Authority and the allottee or hirer or the registered agency, as the case may be by which the title in the property is transferred to the allottee or hirer of the Registered Agency on the terms and conditions specified in the said agreement;(12)"deposit" means the initial amount payable by an applicant along with his application for securing a property which shall be non- interest bearing;(13)"disposal price" or "Hire Purchase Price" in relation to property means such price as may be fixed by the authority for such property;(14)"documental charges" in relation to a document or documents made in pursuance of these regulations means all charges such as stamp charges, registration charges, written charges, printing charges and plan charges;(15)"Dwelling Unit" means a building or a part thereof which is used or is intended to be used by a family for habitation;(16)"Eligible person " means a person or an entity who is entitled to purchase the property in accordance with conditions of the scheme and in terms of these regulations ;(17)"flat" means a portion of building, which can be delineated with definite outline on plan and which can be definitely marked on site, and which is a dwelling unit;(18)"Ground Rent" in relation to a plot of land means the annual payment to be made by the lessee of the plot to the Authority as lessor;(19)"hire purchase period" means such period as may be specified for of a tenancy;(20)"hirer" means a person who has participated in the hire-purchase system and who has signed the hire-purchase Tenancy Agreement;(21)"hire-purchase" or "hire-purchase system" means a system in which a participant takes steps to secure rights in a property under a scheme by payment of deposit and also a specified number of monthly instalments spread over a specified number of years, during which he remains a tenant on the terms and conditions set for the purpose and on the expiry of the said years ceases to be a tenant and becomes owner after payment of all dues;(22)"Hire-purchase Tenancy Agreement" means an agreement between the Authority and the Participant in the form prescribed in these regulations for disposal of property under the

Hire-purchase system;(23). "Housing Estate" means a group of houses built by the Authority for dwelling purposes and may comprise all or any of the following; namely: -(a)dwelling unit;(b)land under and appurtenant to such dwelling units;(c)roads and paths, sewers, storm water drains, water supply and ancillary installation, street lighting and other similar amenities;(d)open spaces intended for recreations and ventilations;(e)convenient shopping, schools, community hall or other amenity for common use.(24)"nominee" means a person who has been nominated by the hirer to be the person to whom rights and liabilities in the property shall be passed on in the event of his demise or similar contingencies;(25)"penalty" means an additional amount as laid down in the relevant agreement payable by the allottee or hirer as a consequence of his default in the payment of prescribed dues;(26)"property" means a plot of land, a dwelling unit, a flat or other structure whether grouped under the scheme of the Authority or otherwise and includes common portions and common services;(27)"Property Allotment Committee" means a committee constituted under these regulations;(28)"Property Circumstances" includes the nature and condition of the building and premises, the type and the nature of construction, specification adopted therefor, material used, and the workmanship, stability or durability of the structures, the type of accommodation, pattern of installation, fittings, fixtures and other amenities and all such other things that constituted the property as they exist in the building for premises concerned;(29)"Registered Agency" means a body registered under those regulations for carrying out the provisions of these regulations and agreement made thereunder relating to common portions and common services;(30)"Scheme" means a scheme prepared by the Authority for the creation of one or more Housing Estates;(30b)"Developing area " means an area or locality wherein more than 25 per cent . Flats or dwelling units under a housing scheme remain unsold ;'(30c)"Unsold flats " means flats which could not find buyer after closing of a scheme and shall also include surrendered or cancelled flats ;(30d)"Entity "means ,(a)the Central Government or State Government or Union territories administration including subordinate or attached offices under their administrative control ;(b)autonomous body and public sector undertakings constituted by the Central Government or StateGovernment or Union territories administration or partly by the Central Government and partly by oneor more States Government or Union territories administration ; and(c)local bodies;(30e)"Closing of Scheme " means six months from the conduct of draw of lots of the scheme ;'.(31)"Service Charges" means the amount which the allottee or hirer has to pay as a monthly charges for the maintenance of common portions and common services;(32)"tenancy stipulations" in relations to a hirer means the stipulations for the tenancy prescribed under these regulations;(33)"Vice-Chairman" means the Vice-Chairman of the Authority.

Chapter II

Terms And Conditions Of Disposal Of Property

3. Administration of regulations and delegation of powers.

- These regulations shall be administered by the Vice-Chairman, subject to general guidance and resolutions of the Authority, who may delegate his powers to any officer of Authority.

4. Execution of agreements.

- All agreements made under these regulations shall be on behalf of the Authority by the Vice-Chairman or such officer as may be authorised by him in this behalf.

5. Disposal of property.

- The disposal of a property shall be effected by either hire-purchase or sale or in such other manner and subject to such terms and conditions as may be decided by the Authority from time to time.

6. Fixation of price.

- The hire-purchase price or the disposal price, as the case may be, shall be such price, as may be determined by the Authority.

7. Eligibility of allotment.

- A dwelling unit or flat in the Housing Estates of the Authority shall be allotted only to such person who or his wife her husband or any of his/her dependants relations including unmarried children does not own in full or in part on free hold or lease hold basis a residential plot or house in the urban area of Delhi, New Delhi and Delhi Cantonment.

8. Manner of payment of disposal price.

(1)When a property is disposed of by sale, every applicant shall deposit a sum equal to 20 per centum of the disposal price of the property rounded to the next hundred along with the application. Such deposit shall be non-interest bearing.(2)An applicant to whom the property has been allotted shall have to pay the balance amount of the disposal price (i.e., after adjusting the deposit) within such period as may be specified in the allotment letter.(3)If the applicant fails to pay the amount within the said specified period, the allotment shall be cancelled and a sum of money equal to 20 per centum of the deposit shall be forfeited and the balance refunded.(4)In the case of such applicants as have not been allotted any property, the deposit specified in sub-regulation (1) shall be refunded.(5)The Authority shall have the sole and exclusive right over the deposit till it is adjusted or refunded with or without deduction as provided in these regulations.

9. Manner of payments of hire-purchase price.

(1)The hire-purchase deposit shall be a sum as may be decided by Authority from time to time. Such deposit shall be non-interest bearing and shall be payable along with the application. Such deposit shall be adjusted after the expiry of the hire-purchase period at the time of execution of the conveyance-deed.(2)In the case of such applicants as have not been allotted any property, the said deposit shall be refunded.(3)In the case of such applicants to whom allotment letters have been issued and who have failed to fulfil the requirements as specified in the allotment letter, a sum equal

to 20 per centum of the deposit shall be forfeited and the balance refunded.(4)The Authority shall have the sole and exclusive right over the hire- purchase deposit and till such time it is adjusted on the execution of the Conveyance deed or refunded with or without deduction as provided in these regulations and the agreements made thereunder.

10. Period of hire-purchase.

- Unless otherwise specified by the Authority, the hire-purchase period shall be 15 years.

11. Monthly tenancy.

- Subject to the provisions of the regulation 10, the balance hire-purchase price of the property including interest thereon at such rates as may be prescribed by the Authority shall be recovered in 180 monthly instalments, the amount whereof shall be fixed by the Vice-Chairman in every case:Provided that on receipt of an application from the hirer, the Vice-Chairman may permit the payment of the hire-purchase price outstanding on the date of such application together with interest or other dues if any to be made in lump- sum:Provided further that whether a hirer is permitted to pay the hire-purchase price as aforesaid in lump-sum, he shall not mortgage, transfer or part with the possession of the property till the expiry of hire-purchase period otherwise than with the prior permission of the Authority.

12. Allottee/hirer to enrol as a member of Registered Agency.

- Every allottee or hirer shall enrol himself as a member of the Registered Agency which shall be registered as provided in these regulations.

13.

No allottee or hirer shall be entitled to the delivery of possession of the property unless such allottee or hirer has enrolled himself as a member of the Registered Agency.

14. Use of property.

- The property thus allotted shall be used for such purpose only as may be specified in the Conveyance Deed/Hire-Purchase Tenancy Agreement.

15. Payment of documental charges.

- All documental charges shall be borne by the allottee or hirer.

16. Functions of Registered Agency.

- The Registered Agency shall be responsible at its own cost for carrying out current as well as special repairs to and maintenance of the common portions and common services to the satisfaction of the Authority and in accordance with the provisions of the relevant agreement: Provided that in the case of failure in the discharge of such responsibility on the part of the Registered Agency, the Authority may discharge it and the expense thus incurred by the Authority (whose decision as to the amount of such expenses shall be binding on the Agency) shall be recoverable as arrears of land revenue.

17. Payment of rates, fees, etc.

- All rates, fees, taxes, charges, assessments Municipal or otherwise and other levies of whatsoever nature shall be borne by the allottee, hirer or the Registered Agency, as the case may be, and shall be payable by the allottee, hirer or the Registered Agency within the period specified in this behalf: Provided that in every case of failure on the part of the allottee, hirer or the Registered Agency to make such payment, the Authority shall have the power to recover the dues as arrears of land revenue.

18. Payment of charges for maintenance of roads, etc.

- The allottee, hirer or the Registered Agency shall be liable to pay such charges, if any, incurred by the Authority on the maintenance of roads, water-supply, drainage, street lighting and other civil services within a Housing Estate.

19. Allottee/hirer precluded from objecting to property circumstances.

- The Authority shall offer the property on hire-purchase or sale on the basis of Property Circumstances that exist at the time. The allottee or hirer shall fully make himself conversant with the Property Circumstances and he shall be precluded from making complaint or raising objections or setting up claims regarding the Property Circumstances at any subsequent stage.

20. Administration of common portions/services by the Registered Agency.

- The Registered Agency shall be responsible for the maintenance, up-keep, running, control and regulation for use of common portions and common services of each block in a Housing Estate and it shall be the duty of such Agency to administer these common portions and common services in accordance with the provisions of the relevant agreement. The allottee/hirer shall be liable to pay to the Registered Agency, the charges for the purpose as decided by the Authority. In case of failure on the part of allottee/hirer make such payment, the Authority shall have the power to recover such amount as arrears of land revenue.

Chapter III

Procedure For Disposal Of Property

21. Issue of public notice.

- The Vice-Chairman or the officer authorised by him in this behalf shall cause a public notice to be issued, in the manner prescribed under section 44 of the Act, inviting applications for the allotment of property.

22. Form of application.

- The application shall be made in the prescribed form.

23. Entry of application in register.

- All applications as received shall be entered serially in the application register.

24. Application to be acknowledged.

- The person receiving the application shall give an acknowledgement of the application.

25. Rejection of invalid applications.

- Any application which is incomplete in any respect is liable to be rejected as invalid.

26. Construction of Property Allotment Committee.

- The Authority shall for the purpose of allotment of property under these regulations constitute a committee to be called the Property Allotment Committee (hereinafter called the Committee) consisting of not more than 5 persons including the Vice-Chairman who shall be the presiding officer of the Committee.

27. Scrutiny of applications.

- The Committee shall determine which of the applicants are eligible for allotment and the decision of the Committee in this regard shall be final.

28. Draw of lots.

- The allotment of property to eligible applicants shall be made by draw of lots under the supervision of the committee. Where the number of eligible applicants exceed the number of properties, lots shall be drawn to the extent of the number of properties available plus 25 per cent thereof to serve as

a waiting list.

28a. In addition to the mode specified in regulation 28 , in case of unsold flats in a developing area , the allotment of property may be done through online mode on First Come First Serve ' basis to the eligible applicants

29. Formation of groups of allottees.

- The committee shall thereafter prepare a final list of allottees/hirers and shall place them in such group or groups as may be desired expedient for the purpose of constituting a Registered Agency.

30. Entry of final list of allottees in a register.

- On the basis of final list of allottees/hirers drawn by the Committee, an allotment register shall be prepared in which names and other particulars of allottees/hirers shall be entered. The names of the persons on the waiting list shall be entered in a separate section of the same register in the order in which their name appears in the draw of lots.

31. Intimation about allotment.

- Intimation about allotment shall be sent to all persons selected for allotment whose names have been entered in the allotment register.

32. Allotment from waiting list.

- In the event of a person or persons not accepting an offer of allotment, the property shall be allotted to the person or persons on the waiting list in the order specified in such list.

33. Intimation about grouping of allottees/hirers.

- Intimation about allotment mentioned in regulations 31 and 32 shall include the grouping of allottees/hirers for the purpose of formation of Registered Agency as determined by the Committee.

34. Powers to decide representations.

- The Committee shall have full powers to decide representations, if any, in regard to the selection of applicants for allotment of property.

35. Execution of agreements.

(1)Each one of the hirers forming a Registered Agency shall execute a hire-purchase agreement in such form as may be prescribed by the Authority. The Registered Agency of which such hirer is a

member shall also execute an agreement in such form as may be prescribed by the Authority in regard to common portions and common services.(2)Every hirer shall before executing the said agreement pay to the Authority the instalment of the price as provided in regulation 11.

36. Handing over of possession of property (hire-purchase).

(1)The possession of the property shall be handed over to the hirer on the completion of the following events:(a)The hirer has paid the first instalment and such other dues as shall have been demanded by the Authority.(b)The hirer has executed the agreement mentioned in regulation 35.(c)The Registered Agency of which the hirer is a member has been duly registered in the manner prescribed by regulation 41 and such Agency has executed an agreement with the Authority as provided in regulation 35.(2)The possession of the common portions and common services shall be handed over to the Registered Agency after such Agency has executed the agreement prescribed in regulation 35.

37. Handing of possession of property (sale).

- When the property is disposed of by way of sale, the possession of the property shall be handed over to the allottee, after such allottee has made the required payments and the possession of the common portions and common services in the Housing Estate shall be handed over to the Registered Agency of which such allottee is a member after such Agency has been duly registered and the agreement with regard to common portions and common services has been executed as prescribed in regulation 55.

Chapter IV

Registered Agency

38. Formation and functions of Registered Agency.

- All persons who have been allotted a property in a group of a housing estate as determined by regulation 29 shall constitute themselves into a Registered Agency (hereinafter called Agency) under these regulations which shall include as its objects the following: -(i)To discharge such duties and responsibilities as are specified in these regulations and the agreements made thereunder for the proper maintenance, running, up-keep and keeping in good repair common portions and common services of such property as have been allotted to its constituent members.(ii)To pay on behalf of the Agency and on behalf of each constituent member of such Agency all rates, taxes, fees, charges, assessments municipal or otherwise and other levies of whatsoever nature as provided in the regulations and agreements executed with the Authority.(iii)To look after the interest of constituent members.(iv)To execute with the Authority agreements, lease-deed or other documents as specified in these regulations.

39. Constitution of Registered Agency.

- The constitution of the Agency and the bye-law governing its functioning shall be such as may be approved by the Authority.

40. Application for registration.

- Every such Agency shall make an application to the Vice-Chairman for registration under these regulations.

41. Registration of Agency.

- The Vice-Chairman after he is satisfied himself that the constitution of the Agency is in consonance of these regulations, shall register such Agency and issue a certificate of registration to the Agency and a certificate of membership to each constituent member of the Agency. Further, if so directed by the Vice-Chairman the Agency shall get itself registered under Societies Registration Act, 1860 within such period as may be prescribed by the Vice-Chairman.

42. Execution of documents by Agency.

- No hire-purchase agreement, lease-deed, or other documents shall be executed with the Agency until the requirements of regulation 41 have been completed.

43. Election of Managing Committee.

- The Vice-Chairman shall as soon as may be call a meeting of the Agency for electing a President, Vice-President, Secretary, Treasurer and one member who shall together constitute the Managing Committee of the Agency.

44. Time limit for execution of agreement.

- The Agency shall within such period as may be prescribed by the Vice-Chairman execute the agreement in regard to common portions and common services with the Authority.

45. Responsibility of Registered Agency about services.

- The Agency and each of its constituent members shall be responsible for ensuring that (a) no damage or deterioration to the property handed over in terms of the agreement under these regulations is caused; (b) no installation or equipment connected with or provided as part of water supply, sewerage, storm water drainage, electricity or other service shall be tampered with; (c) no construction within the property shall be made otherwise than with the prior sanction of the competent local authority; (d) no obstruction to a person duly authorised shall be caused so as to create difficulties in the discharge of his duties in connection with the matters arising out of the

management of property; and(e)no obstruction to common portions shall be caused or misuse of the property shall be made such as the following namely:(i)occupying common passages, staircases approaches and the like;(ii)throwing garbage or refuse within the precincts of the property or outside it;(iii)keeping a vehicle so as to obstruct the free movement; and(iv)creating in sanitation or nuisance.

46. Liability of constituent member.

- The liability of each constituent member shall be limited to the liability prescribed in the constitution of the Agency as laid down in these regulations.

47. Control by the Vice-Chairman over the affairs of the agency.

- The Vice- Chairman as the registering Authority shall have the power to -(1)call for information from the Managing Committee or any constituent member of the Agency in connection with the(i)affairs of the Agency;(ii)management of the Housing Estate; and(iii)relations between a constituent member and the Agency.(2)call an extra meeting of the Managing Committee or of the general body of the Agency, if in his opinion such a meeting is necessary or desirable;(3)inspect on a complaint being made such record and accounts of the Agency as he may deem fit;(4)issue any directive for securing the efficient functioning of the affairs of the Agency or management of the Housing Estate, as the case may be which shall be binding on the Agency; and(5)revoke the registration of the Agency for good and sufficient reasons.

48.

Where the registration of an agency has been revoked in pursuance of sub-regulation (5) of regulation 47, the Vice-Chairman may either direct the formation of a new Registered Agency or take over functioning of the Registered Agency himself.

49. Recovery of dues.

- Any dues payable to the Authority by the Agency or its constituent members shall be recovered by the Authority as arrears of land revenue.

50. Settlement of disputes.

- If any dispute or difference of opinion arises between the President of the Managing Committee or the Managing Committee and a constituent member or amongst members themselves or between any party connected with the property by which the Agency and the constituent members are concerned in terms of agreements with the Authority, such dispute or difference of opinion shall be decided by the Vice-Chairman after hearing the parties concerned.

Chapter V

Hire-Purchase Tenancy And Transfer Of Ownership

51. Status of hirer.

- During the Hire-purchase period, a hirer shall remain the tenant of the Authority and shall have no other rights except that of tenancy.

52. Hirer to abide by tenancy stipulations.

- During such period as a hirer remains a tenant, he shall abide by the tenancy stipulations as specified in the Hire-purchase Agreement.

53. Enforcement of provisions of agreement.

- If the hirer or the Registered Agency as the case may be fails to do a thing or refrain from doing thing as required by the agreement executed under these regulations, the Authority shall have the power to get such things done or prevent such things being done at the risk and cost of defaulting party.

54. Transfer of ownership to hirer.

- The hirer shall cease to be a tenant and shall be the owner of the property only after the last instalment of hire-purchase and all other dues have been paid by him to the Authority and the transfer of the property to him has been effected through a Conveyance Deed executed in such form as may be prescribed by the Authority and the common portions and common services have been transferred to the Agency through a Conveyance Deed executed in such form as may be prescribed by the Authority.

55. Transfer to ownership to allottee.

- When the property is disposed of by way of sale, the allottee shall become the owner only after the full disposal price and all other dues have been paid by him to the Authority and the transfer of the property has been effected through a Conveyance Deed executed in such form as may be prescribed by the Authority and the common portions and common services have been transferred to the Agency through a Conveyance Deed executed in such form as may be prescribed by the Authority.

56. Lease Deed for land under flats.

(1)The land under and appurtenant to a property shall be allotted on perpetual lease hold basis jointly to the Registered Agency and the owners of the property on such terms and conditions as may be determined by the Authority.(2)A lease deed for the land specified in sub-regulation (1) shall

be drawn up and executed in such form as may be prescribed by the Authority.

57. Transfer of common services to local authority.

- When an "Housing Estate" has been developed by the Authority, the Authority may require the local authority within those limits such "Housing Estate" is situated, to assume responsibility for the maintenance of all or any of the following amenities, namely: -(a)roads and paths, sewers, storm water drains, water supply and ancillary installations, street lighting and other similar amenities;(b)open spaces intended for recreation and ventilation;(c)convenient shopping, school, community hall or other amenity of common use and enjoyment on such terms and conditions as may be agreed upon between the Authority and that local authority.

58. Federation of Registered Agencies.

- Whenever the Authority considers it necessary or expedient, it may direct all Registered Agencies in a Housing Estate to form a federation of such Registered Agencies for securing the management, up-keep and running of common amenities, where such amenities shall not have been transferred to the local authority.

59.

The Authority may delegate all or any of its powers under these regulations to the Vice-Chairman or to a whole time member.