



दिल्ली विकास प्राधिकरण/Delhi Development Authority
उप निदेशक (भूमि निपटान) सांस्थानिक भूमि/O/o Dy. Director (LD) Institutional Land
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आई.एन.ए., नई दिल्ली- 110023/INA, New Delhi- 110023

F.No: LD/IL/0035/2025/GOVT/32-INSTITUTIONAL LAND-I/202

Date: 17/04/26

E- 105157

Subject: SOP regarding Handing over of Built up premises existing on Gram Sabha land to departments under GNCTD.

Background

Upon urbanization of a village through notification under Section 507 of the Delhi Municipal Corporation Act, 1957, the Gaon Sabha area ceases to be part of the rural area. Consequently, under Section 150(3)(a) of the Delhi Land Reforms Act, 1954, the Gaon Sabha stands dissolved and all its movable and immovable assets, including Gaon Sabha land and funds, vest in the Central Government. Such land is then placed at the disposal of the Delhi Development Authority under Section 22(1) of the Delhi Development Act, 1957 for development and maintenance. The community assets present on Gram Sabha land include community structures such as chaupals, community halls, barat ghars, and panchayat ghars.

In this context, the Dilli Gramodaya Abhiyan was launched in December 2023 by the Hon'ble Lieutenant Governor of Delhi to develop infrastructure in urbanized villages using the Gaon Sabha Area Fund transferred to DDA. Further, as per the Minutes of Meeting dated 22.01.2024 chaired by the Chief Secretary, GNCTD, emphasis was placed on creating essential infrastructure in urbanized villages of Delhi. It has been requested by various departments of GNCTD to hand over these built-up properties to GNCTD or MCD for further maintenance, management and public utilization as per the Dilli Gramodaya Abhiyaan guidelines.

Applicability

The policy will cover the following built-up properties already existing on Gram Sabha land parcels that were handed over to DDA and are to be allotted on license & as is where is basis for public use and management post-completion of works of repair/maintenance by concerned departments like GNCTD, MCD, etc. (This will include builtup properties in dilapidated condition which can be utilized upon their re-construction.)

- Chaupals
- Community Halls
- Barat Ghars
- Panchayat Ghars
- Similar public infrastructure

The SOP shall be applicable only for **existing structures** and not for new construction.

Mode of Utilization

After completion of repair/maintenance/re-construction of the built-up properties works, the asset shall be utilized strictly for **public/community purposes**, including but not limited to:

- Health, social, cultural, or welfare-related activities
- Community meetings and functions
- Commercial exploitation of the asset shall **not be permitted**.

Handing Over of Asset

- Upon completion of the repair/maintenance/re-construction of the built-up properties, as the case may be, the same will be allotted on as is where is basis on a token annual license fee of Re 1/- per annum, with the approval of the Vice Chairman, DDA, to the Requisitioning Department of the GNCTD, for its utilization in terms of the provisions mentioned hereinafter.
- Upon allotment of the built-up property, a License Deed will be executed, in all cases, between the authorised representative (not below the level of Chief Engineer) of the Requisitioning Department of GNCTD to which the built-up property is to be handed over and the concerned Chief Engineer, DDA.
- Upon completion of the repair/maintenance/re-construction of the built-up properties, the ownership of the building along with the land on which it is situated will vest solely with DDA.

Procedure

Upon completion of the repair/maintenance/re-construction of the built-up properties, as the case may be, the same will be allotted on as is where is basis on a token annual license fee of Re 1/- per annum, with the approval of the Vice Chairman, DDA, to the Requisitioning Department of the GNCTD, for its utilization in terms of the provisions mentioned hereinafter.

A license Deed shall be executed, in all cases, between the authorised representative (not below the level of Chief Engineer) of the Requisitioning Department of GNCTD to which the built-up property is to be handed over and the concerned Chief Engineer, DDA on the following terms:.

- Token annual license fee of Re. 1/- only.
- The license shall be valid for an initial period of **three (03) years** and may be renewed for two further terms of three (03) years each with the approval of VC, DDA, subject to mutual consent of DDA and GNCTD, up to a maximum period of **Nine (09) years (03+03+03)**.
- GNCTD shall apply for renewal at least **six (6) months** prior to the expiry of the license period.
- After completion of period of Nine (09) years, any further decision regarding continuation shall rest solely with Lt. Governor/Chairman.

Conditions of Allocation

A. The land/property shall be used solely for the purpose of **public/community purposes** as mentioned above. DDA can rescind the NOC at any time if:

- a) As and when the property is required by DDA for its future use, or
- b) The property is used for purposes other than **public/community purposes**.
- c) The DDA, through its authorised representatives, shall have the right to inspect the property to ascertain whether the built-up property is being put to use for any purpose other than public/community purposes.

B. These built-up properties shall be used only for the public/community purposes. In no case and under no circumstance shall these built-up properties be used for any commercial use or exploitation in any manner whatsoever. Any breach of this condition will render the allotment on license basis liable for cancellation.

C. In case the NOC is rescinded, DDA will take over possession of land along with all standing property without any compensation whatsoever.

D. All liabilities with respect to the property during the license period shall lie with the licensee.

Ownership

Since DDA remains the land-owning agency of this Gram Sabha land, these sites shall be reverted back to DDA after fulfillment of proposed purpose or on expiry due to end of tenure or non-renewal of license by DDA or rescission due to breach of any condition of allocation by the concerned departments of GNCTD. The standing property on such land will also vest with DDA once the land is reverted to DDA, without any compensation whatsoever.

This issues with the approval of competent authority.

(Vidya Bhushan)
Dy. Director (IL)

Copy to:-

1. PS to Chief Secretary, GNCTD for kind information.
2. OSD to VC, DDA for kind information
3. PS to F.M., DDA for kind information
4. PS to E.M., DDA for kind information
5. Divisional Commissioner (Revenue), GNCTD for kind information.
6. Pr. Commissioner (Housing), DDA for kind information please.
7. Pr. Commissioner (LD), DDA for kind information please.
8. Commissioner (LD), DDA for kind information please
9. Commissioner (Planning), DDA for kind information please

10. Commissioner (LM), DDA for kind information please
11. Chief Engineer (HQ), DDA for compliance please
12. All Chief Engineers, DDA for compliance please.
13. Director (System) with a request to immediately upload the Policy on DDA's website for further implementation by all concerned.



Dy. Director (IL)

TEMPORARY ALLOTMENT OF NAZUL LAND

FORM D

LICENSE DEED

[Refer rule 44]

THIS AGREEMENT is made on this day of two thousand at Delhi between the President of India (hereinafter called the “**Licensor**”), which expression shall unless the context requires a different or another meaning, include his successors and assigns, through DDA, a body constituted under Section 3 of the Delhi Development Act, 1957, through Chief Engineer, DDA, and Government of National Capital Territory of Delhi (GNCTD) through the Chief Engineer or equivalent of the concerned GNCTD department (hereinafter referred to as the “**Licensee**”), which expression shall include its successors and assigns.

WHEREAS

The Licensor is willing to grant the Licensee a license for use of land bearing No. subject to the terms and conditions specified hereinafter;

AND WHEREAS the Licensee has represented to the Licensor that the former is well equipped and duly authorized by GNCTD to manage and operate the Chaupals, Community Halls, Barat Ghars, Panchayat Ghars and similar public infrastructure (hereafter called “**Purposes**”) including its repair, retrofitting, maintenance and delivery of services.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. The Licensor grants the Licensee permission to use the said land solely for the Purposes as per the DDA-approved SOP for a period of 3 years.
2. The Authority hereby grants to the Licensee permission to enter upon and use the land described in the Schedule hereto, on “as is where is basis”, solely for the purposes, subject to the terms contained herein.
3. The Licensee shall pay to the Authority a token annual License Fee of Rupee One only (₹1/-).
4. The License shall remain in force for THREE (03) YEARS from the date of execution. It may, at the discretion and approval of the Vice Chairman, DDA, be renewed for two further terms of Three Years each, subject to a maximum of Nine (09) Years. The Licensee shall apply for renewal six months prior to expiry. After completion of period of Nine (09) years, any further decision regarding continuation shall rest solely with Lt. Governor/Chairman.
5. That the licensee shall keep and maintain the and the site around the in a clean, proper and decent condition, well equipped with and shall not suffer the premises to be in a bad state of affairs during the currency of the period of license and shall not in any manner damage the wall, floor or other structure of the nor cause any kind of obstruction to the user of in any manner whatsoever.

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

17. That if the licensee desires to close down the business within the period of license, he will have to serve a notice of 06 months in advance from the date he proposes to close down the business. In such an event, the licensee will have to pay to the licensor an amount which is equivalent to the product obtained by multiplying the number of unexpired months of license period by the difference between the license fee and the highest license fee offered to it in the subsequent tender, as damages.
18. That notwithstanding the other rights, the licensor may on its sole discretion and on such terms as may be considered reasonable by it grant relief to the licensee against forfeiture of security deposit, imposition of interest or determination or revocation of the license.
19. That the licensee shall abide by all rules, regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the and the general welfare and comfort of employees and other connected persons.
20. That the licensor shall not be responsible for the safety of or any other material or articles belonging to the licensee and also shall not be liable for any damage or injury to the property of the licensee lying at any time in, on, upon or around the said from any cause whatsoever.
21. That the overall control of the and supervision of the shall remain vested with the licensor, whose officers or authorised representatives shall have access to the said premises or any part thereof at all reasonable hours.
22. That the licensor shall have the right to revoke the license and to take back the possession of the premises, without any compensation, in the event of breach of any of the terms and conditions of this license specified herein.
23. That the licensor shall have a lien on all the belongings and properties of the licensee for the time being in or upon the premises of the licensor.
24. That on expiry of the period of the license or on determination or revocation of the license under the terms and conditions hereof, any belongings of the licensee found in such shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of license or determination or revocation of the license as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale the amounts due to the licensor from the licensee and also after deducting cost of administration and auction of those belongings, and the balance, if any, shall be paid over to the licensee or his legal heirs, representatives, etc., as the case may be.
25. That the licensor shall have the right to terminate the license after giving one month's notice without assigning any reasons thereof.
26. That in case the site is destroyed or damaged by any natural calamity or riot or civil disturbance so as to make it unfit for use by the licensee, the license shall stand determined automatically.
27. That in case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any terms or conditions of this license, the same shall be referred to the Vice-Chairman, Delhi Development Authority, whose decision

thereon shall be final and binding on both the parties. The licensee shall not object to the decision of the Vice-Chairman, Delhi Development Authority on the ground that he had dealt with the case or has at some stage expressed opinion in any matter connected therewith.

28. That nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of, over, in or upon the premises and the property of the licensor.
29. That the dealing of the licensee/his employees with the shall be polite and courteous and he/she shall not indulge in or suffer any anti-social activities. The licensee shall also not indulge in any activity which may cause harm to the interest of the Delhi Development Authority or its employees.
30. That if the licensee allows credit, he will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee will be entertained on this account.
31. That the licensee shall allow the representatives and the authorized staff of the licensor to enter upon the premises in order to inspect the premises and the records maintained to ensure that the premises is running in compliance with this deed and being used for the Purposes as mentioned above.
32. That the licensee shall be responsible for all damages or loss of property due to the reasons for which he or his servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as is caused by storm, earthquake or any other natural calamity beyond his control. The decision of the licensor in regard to the extent and quantum of compensation, if any, to be paid to it shall be binding upon the licensee.
33. That the premises allotted shall not be used for residential purpose or for a purpose other than that for which it is allowed. The licensee shall not be permitted to utilise the premises or to carry on any other trade along with the authorised business of the licensee during the period of his license.
34. That the licensee shall not keep any animal or conveyance in or outside the premises.
35. That the Licensee shall also abide by and comply with any further instructions, directions, orders or guidelines that may be issued by the DDA from time to time in connection with the premises or use of the said this land/premises.
36. That in case any amount becomes due against the licensee in respect of any matter covered under this license, the same shall, on the failure of the licensee to pay within the time prescribed, be recovered as arrears of land revenue.
37. That all or any of the powers vested in the licensor under these presents in respect of the grant, determination, revocation, cancellation or restoration of this license or recovery of any dues in respect thereof or connected therewith shall also be exercised by Vice-Chairman, Delhi Development Authority, Delhi, and the licensee shall have no objection whatsoever in this respect.

38. That upon the expiry, revocation or non-renewal of license, the standing property on such land shall vest with the Licensor once the land is reverted back and the licensee shall not claim any compensation for the same.

IN WITNESS WHEREOF

The parties to the agreement have signed this deed on the day first above mentioned. A true copy thereof signed by both the parties has been retained by the licensee.

Witnesses

Licensor

1.
(Delhi Development Authority)
2.

Licensee