

ITEM NO. 52/2018

**Sub: Policy on in-situ Slum Redevelopment/ Rehabilitation on  
PPP mode in Delhi to be adopted in DDA**

(File No. F2(43)2018/PMAY)

### **1. Background**

Delhi Development Authority is executing an In-situ Redevelopment Project at Kathputli Colony. Many issues cropped up during survey, determination of eligibility of JJ dwellers, shifting of dwellers to an alternative transit accommodation during clearance drive/removal of jhuggies/construction period, etc. These issues have been discussed at various levels wherein it was pointed out that Maharashtra and Gujarat are successfully doing the slum redevelopment/rehabilitation projects and to replicate/modify the scheme in Delhi, the officers of DDA may visit the cities and the appropriate ingredients of their models may be suitably adopted for smooth implementation and re-development of large number of slums in Delhi with a view to make Delhi slum free by 2022, as per the mandate of PMAY-Housing for All (Urban).

As per directions of Secretary, HUA, Government of India and Vice Chairman, DDA, a team of three officers i.e. Principal Commissioner (Housing/PMAY), Director (Planning/Land Pooling) and Director (Housing/PMAY) DDA visited Mumbai, Surat and Ahmedabad to study the polices being adopted by these cities for rehabilitation/redevelopment of slums and to prepare a comprehensive policy note to undertake redevelopment/rehabilitation of all the slums of Delhi in an effective and expeditious manner.

The team visited Mumbai, Surat and Ahmedabad on 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> January, 2018 respectively. The brief policy guidelines adopted/being implemented by different agencies are summarized as under:

**Policy adopted in Mumbai by Slum Rehabilitation Authority (SRA)**

As per information gathered in Mumbai, there is a body corporate namely 'Slum Rehabilitation Authority' (SRA) headed by Chief Executive Officer. The Authority (SRA) notifies the slums and conducts the survey of slums. As per the prevalent policy the empanelled developers are authorized to help the slum dwellers to form a Cooperative Group Housing Society and to get the same registered with the Registrar under SRA. The Developer Entity then contact the slum dwellers and obtain consent letters from them in an objective & transparent manner. The developer who is able to obtain the consent of 70% of the JJ dwellers of the cluster is entitled to submit the project to SRA. SRA as a single window, examines the proposal technically, financially and from planning point of view. The Developer/Cooperative Housing Society shall pay premium of land under encroachment at the rate of Twenty Five per cent (25%) in terms of ready reckoner prepared by Revenue Authorities of Mumbai in respect of Slum Rehabilitation Scheme proposed to be undertaken on lands owned by Government, Semi-Government Undertaking or Local Bodies as "Premium for ownership and terms of lease". 90% of the amount so realized is paid to the land owning agency by the SRA and 10% is retained by the SRA as Administrative Charges.

After the proposal is approved by the SRA, it is the responsibility of the developer entity to provide transit accommodation to the slum dwellers either by constructing the transit accommodation on his own land for which additional Floor Space Index (FSI) is given to the developer or by shifting them in a rented accommodation at the mutually agreed rates. The eligible dwellers are entitled for allotment of an EWS house measuring 25 sqm carpet area. There is also a provision for allotment of shop at the redeveloped site to the

shopkeepers in the slums who have documentary evidence to prove their existence on the date of eligibility of a slum cluster. The built-up area on the rehabilitation site is restricted to 4 FSI. The additional FSI availed by Developer Entity for EWS built up area can be taken as Transferable Development Right (TDR) on the saleable area. The permissible FSI for sale component is 3.

The clubbing of 2 slums in the same zone is permissible to make the project viable. Where the saleable area is not available for rehabilitation of the slum dwellers, Transferable Development Rights (TDR) equivalent to the cost of the project can be used by the developer on any plot in the same ward in which TDR have originated.

#### Policy adopted in Surat and Ahmedabad

In Surat and Ahmedabad, the in-situ slum rehabilitation projects are being undertaken as per "Gujarat Slum Rehabilitation Policy 2013". The Surat Municipal Corporation and Municipal Corporation of Ahmedabad, as the case may be, notify the slums in their respective areas. The cut off date for determining the eligibility is 1.1.2010 and the eligible dwellers are entitled for allotment of EWS flat of 30 sqm carpet area, free of cost. After carrying out the survey and issuance of the certificate to the JJ dwellers, tender in two bid system is floated. The technically qualified developers submit their bid as under :

- i) Total price for the entire scheme of slum rehabilitation will be calculated which includes cost of construction, estimated cost of transit accommodation, coverage of risks and developer's margin all together.
- ii) In case as per bidders' estimation, a part of slum rehabilitation plot remains unutilized after slum rehabilitation, the bidder will quote the net premium for such balance land to be paid to the Prescribed Authority after adjustment of the cost of Slum Rehabilitation Scheme. If the quoted land premium is

negative, then it will be payable in terms of Transferable Development Rights (TDR) by the Prescribed Authority.

iii) TDR means transfer/trade/sale of development rights from one land to another land. Such rights are given in the form of certificates showing time-limit and price by Local Self Government or the Development Authority. Such rights are given according to building byelaws or guidelines issued by the State Government from time to time in this regard.

The maximum permissible FSI for development of slum rehabilitation plot is 3 and on the saleable land component it has to be within the existing Gujarat Development Control Regulations (GDCR). After construction of the EWS flats, the same are allotted by the Developer to the beneficiaries by way of computerized draw in their presence.

- The beneficiaries having shops are also entitled for allotment of shop in the re-developed project.
- The responsibility of clearance of the slum and to provide transit accommodation to the beneficiaries during the implementation of the scheme rests with the developer.
- Administrative/police support is also extended to get the site vacated, wherever required.

#### The Policy in vogue in Delhi

In Delhi DDA has provision in the MPD-2021 regarding in-situ rehabilitation of slums. According to the norms, the minimum 60% of available land is to be used for rehabilitation of slum dwellers and maximum 40% for remunerative purposes. As per DUSIB policy adopted by DDA, the contribution of the beneficiary will be Rs. 1,12,000/- per dwelling units having carpet area 25 sqmtr. (the contribution may slightly vary on case to case basis depending upon the actual carpet area of the dwelling unit). In addition, the beneficiary will be required

to pay an amount of Rs. 30,000/- at the time of allotment of the dwelling unit towards the cost of maintenance for a period of 5 years. There is no provision of allotment of shops on account of owning a shop in the cluster. The other terms and conditions of relocation of Clusters being adopted by DUSIB, GNCTD with the approval of Central Government are being implemented by the DDA for redevelopment/relocation of slums on DDA and Central Govt. lands.

A comparative chart in respect of the policies and practices adopted in Mumbai (SRA), Surat (SMC), Ahmedabad (MCA) and in Delhi is attached as 'Annexure-A' for ready reference.

#### Proposed Policy

The Master Plan of Delhi (MPD) – 2021 provides for the housing for urban poor and rehabilitation/relocation of slum and JJ Clusters. Based on these provisions the first project of in-situ re-development of Kathputli Colony in Central Delhi has been taken up by the Delhi Development Authority. The concept of land as resource has been adopted to develop the projects in public private partnership (PPP) mode, which is presently at development stage. At preliminary stages, number of issues cropped up and to find a sustainable solution, visit to study the policy being adopted in Mumbai (Maharashtra) and Gujarat was planned.

In this regard an important issue is providing accommodation to beneficiaries of slum rehabilitation of scheme during the transition period. In case DDA has to provide land for transit camp, the availability of land will always be a constraint. Even if the land is identified there is great resistance from public of surrounding area not to allow transit camp near their area. This problem was faced by DDA during selection of site for transit camp for Kathputli Colony in situ development project as the selected site needed to be changed a couple of times due to local resistance leading to delay in shifting of slum dwellers. Also DDA is sharing payments being made for supply of

water and electricity to residents of transit camp. The cost of construction of transit camp and for providing services (water, electricity, sanitation, etc.) would add to the cost of the project. In case of rented accommodation, the disadvantage is that the beneficiaries will be spread over larger area and will not be available at one single place.

In view of above it is considered prudent that developer entity is provided with option of choosing between transit camp to be constructed by the developer on its own land and at its own cost (including maintenance of the same) or provide rented accommodation or provide rent for accommodation or a combination of all above as it will give more flexibility to the developer entity and add to the viability of the project.

The assessment of minimum rent payable by the developer in case of payment of rent will be made on the basis of cost of an EWS flat in the area in which in-situ development project is being undertaken e.g. the cost of a flat in Narela is about Rs. 13.5 lakh and the monthly rent [@ 5% p.a. of the cost] comes to Rs.5,625/- p.m. Accordingly, it is proposed that rent to be paid by the developer to the beneficiary family during the transition period will be fixed at the time of preparation of Draft Project Report (DPR) keeping in view the cost of an EWS unit in the area in which the redevelopment/rehabilitation of JJ cluster is proposed to be carried out. At the time of preparation of DPR it will further be indexed to inflation in terms of wholesale Price Index (WPI) for adjustment of inflation during the period. This will be approved by V.C., DDA in concurrence with Finance Department. This will take care of locational difference as well as the inflation in the rent in that area at the time of implementation of the project.

Further, in order to provide structured interface between the slum dwellers and DDA/developer it has been proposed that all eligible beneficiaries of a slum will form a Society under the Societies Registration Act, 1860. The eligibility shall be determined on the basis of survey conducted by DUSIB. The model Memorandum of Association to

be adopted by the society for the purpose will be finalized and approved separately by the V.C. in consultation with Chief Legal Advisor, DDA.

Accordingly, a more comprehensive policy to be adopted by DDA for the in-situ slum redevelopment projects to be launched by it, has been prepared and placed at 'Annexure-B' for approval of the Competent Authority.

#### Salient Features of the Scheme

1. In-situ redevelopment/rehabilitation of tenable JJ clusters on DDA and Central Government lands will be undertaken on 'PPP' mode by the DDA in consonance with PMAY guidelines.
2. Vide Authority Resolution No. 33/2017, the policy for Rehabilitation of JJ colonies as promulgated by DUSIB, GNCTD, approved by Government of India, MoUD/HUPA was adopted in respect of deciding cut off date, rate to be charged from the prospective beneficiaries under Kathputli Colony and other projects of the DDA, protocol to be adopted for identification of the beneficiaries and removal/shifting of JJ clusters. The Policy has been revised by GNCTD with the approval of Hon'ble Lt. Governor, Delhi vide order dated 11.12.2017 in view of the PMAY guidelines. The same will be adopted by the DDA for the above purposes.

Accordingly, the eligibility criteria to identify the beneficiaries of a JJ cluster would be strictly in accordance with DUSIB policy dated 11.12.2017 including changes made therein by the DUSIB from time to time.

3. Untenable slums including slums on Green land or on right of way will not be taken up for redevelopment as the land encroached by those slum clusters cannot be monetized/used as resource. An exercise is already under way to identify such clusters, the list of such clusters will be intimated to the Authority separately.

4. Developer will be selected by open and transparent bidding process.
5. The developer shall have the option of either providing rented accommodation or providing rent for accommodation to the beneficiaries during the transition period or transit camp to be constructed by the developer on its own land and at its own cost (including maintenance of the same) or a combination of all above.
6. In case of rented accommodation or rent for accommodation, the same should be on mutually agreed terms between the developer and the beneficiary. In case of rent to be paid by the developer to the beneficiary family during the transition period will be fixed at the time of preparation of Draft Project Report (DPR) keeping in view the cost of an EWS unit in the area in which the redevelopment/rehabilitation of JJ cluster is proposed to be carried out. At the time of preparation of DPR it will further be indexed to inflation in terms of wholesale Price Index (WPI) for adjustment of inflation during the period. This will be approved by V.C., DDA in concurrence with Finance Department.
7. In case any transit camp is constructed by developer on any land available with him, the cost of construction, maintenance and the cost of basic amenities/infrastructure i.e. water, electricity, sewerage facility, toilets etc., at the alternative transit camp site shall be borne by the developer. The facilities so provided by developer shall be checked by DDA from time to time and issue necessary directions to developer for the proper up-keep of the facilities, so that, hygienic conditions are maintained in the transit camp.
8. The developer will periodically conduct surprise checks to ascertain whether the beneficiaries are residing in the transit accommodation (transit camp or rented accommodation provided by developer or arranged by beneficiary on rent paid by developer) so provided to them. If it is found that the beneficiary family(s) are

not residing in the transit accommodation provided to them, the same will be intimated by the developer to the DDA. DDA will also randomly check the presence of the beneficiary family(s) on the provided transit accommodation. In case, it is found that any of the dwellers are not residing in the transit accommodation, after giving due notices, his/her right of alternative allotment in lieu of jhuggi will be forfeited. If any, malafide or criminal act is found to be involved, necessary action will be taken in accordance with law.

9. To provide structured interface between the slum dwellers and DDA/developer it is proposed that all eligible beneficiaries of a slum will be required to form a Society under the Societies Registration Act, 1860. The eligibility shall be determined on the basis of survey conducted by DUSIB. The model Memorandum of Association to be adopted by the society for the purpose will be finalized and approved separately by the V.C. in consultation with Chief Legal Advisor, DDA.
10. Development control norms for in-situ slum redevelopment/rehabilitation will be as per the provisions of Master Plan of Delhi in vogue.
11. DDA will also undertake in-situ redevelopment/rehabilitation of JJ clusters on the lands of central government and its agencies on 'PPP' mode as per MPD-2021 norms under this policy on mutually agreed terms with the land owning agencies.
12. Transaction Advisor-cum-Financial Consultant for developing projects on 'PPP' mode and preparation of HFAPoA/AIPs and DPRs will be appointed as per provisions of PMAY guidelines.
13. Delhi Development Authority and respective land owning agencies of central government will ensure that no new jhuggi comes up on its lands after 1.1.2015. If any jhuggi comes up after 1.1.2015, the same shall immediately be removed without providing them any

: 10 :

14. alternative housing.. The respective Departments of DDA will take preventive action as per the guidelines issued in this regard.

Proposal

The detailed policy incorporating objectives, role of DDA, role of beneficiaries, benefits to the slum dwellers, role of developer, planning norms, other controls and miscellaneous is placed at Annexure-B for kind consideration and approval of the Authority.

RESOLUTION

1. Shri Vijender Gupta observed that beneficiaries should be allowed to pay the cost fixed by the Government beyond the time limit prescribed by DDA with penal clause. It was accordingly decided to amend para D(i) of the policy for in-situ slum redevelopment/rehabilitation by DDA. Para D(i) be amended as follows:-

"If beneficiary does not pay the cost fixed by the Government within the prescribed time limit to the DDA, beneficiary will have to pay penal interest/penalty on the delayed payment as per DDA's rules prevalent on date upto time period which will be defined in the guidelines of scheme."

2. The proposal contained in the agenda item was approved with the above amendments.

Attended to be  
True copy  
R. K. Gupta  
20.6.14  
AD/ML/संसदीय  
Asst. Director  
वैष्णव कार्यालय, R. K. Gupta  
Meeting Cell, DDA

## Comparative analysis of in-situ development in Mumbai (Maharashtra), Surat, Ahmedabad (Gujarat) and DDA (Delhi)

Sl. No.	Particular	MAHARASHTRA	SURAT	Gujarat	DELHI
		Mumbai	Prescribed authority at municipal corporation level - Surat Municipal Corporation (SMC)	AHMEDABAD	DDA
1	i) Authority responsible for development of in-situ rehabilitation	Slum Rehabilitation Authority (SRA)	Delhi Development Authority (for DDA & Central Government lands)	Ahmedabad (MCA)	Delhi Development Authority (for DDA & Central Government lands)
	ii) Identification of cluster for rehabilitation Awareness Programme	Slum Rehabilitation Authority (SRA)	Delhi Urban Shelter Improvement Board, DUSIB (Slums on MCD, Delhi Government & DUSIB lands)	Municipal Corporation of Ahmedabad (MCA)	Delhi Urban Shelter Improvement Board, DUSIB (Slums on MCD, Delhi Government & DUSIB lands)
2	i) Forming of co-operative	Dwellers initiate for redevelopment by forming a society & identifying a Developer Entity	SMC identify & notify the cluster	MCA identifies and notify the cluster	DDA/DUSIB identifies cluster. DUSIB notify
	ii) Inclusion of NGO (for awareness, education and management of funds for maintenance in future)	Yes	Yes	Yes	Consent of JJ dwellers for ISSR not required, as per Section 10 of DUSIB Act.
	iii) Cut off date for eligibility	1.1.2000	1.1.2010	1.1.2010	1.1.2015
3	Survey	i) Eligibility criteria	i) Name in voter list ii) Electricity Bill (to be verified by distribution company) iii) Previous slum survey certificate	i) Voter ID card ii) Electricity Bill iii) Slum survey/ration card iv) Any other document	i) Voter ID card ii) Electricity Bill iii) Slum survey/ration card iv) Any other document

		prescribed by the Authority	prescribed by the Authority	such as passport/ration card with photo, driving license etc.,
4	<b>Selection of Developer</b>	Co-operative formed by slum dwellers identify developer entity having consent of minimum 70% of jhuggi owners is eligible for submitting proposal for slum-redevelopment.	Transparent two bid system A. For Development of slum B. For free sale component • In case of negative bidding TDR will be given by the Authority to Developer • In case of positive bidding developer will pay to Authority	Transparent two bid system A. For Development of slum B. For free sale component • In case of negative bidding TDR will be given by the Authority to Developer • In case of positive bidding developer will pay to Authority
5	<b>Development right of Developer</b>	Developer can develop residential and commercial as per Development Control Norms and also use TDR	Developer can develop residential, commercial or other uses as per Development Control Norms and also TDR • TDR will be given in installment after completing every 50 houses	Developer can develop free residential, commercial or other uses as per Development Control Norms and also TDR • TDR will be given in installment after completing every 50 houses
6.	<b>Ratio of slum &amp; Free Sale part</b>	50:50 (in case free sale FSI is less, TDR will be given to be used at other location)	As per bid system	60:40 (60% MIN. FOR SLUM REHAB. AND 40% MAX. FOR FREE SALE)

7.	Development control norms		3 FOR SLUM REHABILITATION PART - As per development control norms for free sale part.		3 FOR SLUM REHAB. PART - As per development control norms for free sale part.		3 FOR SLUM REHAB. PART - As per development control norms for free sale part.		400 FOR INSITU DEVELOPMENT. Out of it 10% maximum for commercial, 10% home based economic activities (Group-A household industries.. Developer – As per MPD 2021 norms. 200 for residential 100-125-150 commercial	
	i) FAR									
	ii) Residential/commercial									
8.	iii) Area of dwelling unit	25sqm carpet area	30 sqm carpet area	30 sqm carpet area	30 sqm carpet area	30 sqm carpet area	30 sqm carpet area	30 sqm carpet area	25sqm carpet area or may slightly vary either way	Transit accommodation/ accommodation by builder/developer on DDAs land.
9.	Transit Accommodation	Transit accommodation by developer entity or rent to the slum dweller as per their mutual agreement.	Transit accommodation/ rent by builder	Transit accommodation/ rent by builder	Transit accommodation/ rent by builder	Transit accommodation/ rent by builder	Transit accommodation/ rent by builder	Transit accommodation/ rent by builder	Transit accommodation/ rent by builder	Transit accommodation/ rent by builder
9.	Allotment cost to beneficiary	Free of cost through computerized draw	Free of cost through computerized draw	Free of cost through computerized draw	Free of cost through computerized draw	Free of cost through computerized draw	Free of cost through computerized draw	Free of cost through computerized draw	As per DUSIB policy adopted by DDA, the contribution of the beneficiary will be Rs. 1,12,000/- per dwelling units having carpet area 25 sq mtr. (the contribution may slightly vary on case to case basis depending upon the actual carpet area of the dwelling unit). In addition,	As per DUSIB policy adopted by DDA, the contribution of the beneficiary will be Rs. 1,12,000/- per dwelling units having carpet area 25 sq mtr. (the contribution may slightly vary on case to case basis depending upon the actual carpet area of the dwelling unit). In addition,

				the beneficiary will be required to pay an amount of Rs. 30,000/- at the time of allotment of the dwelling unit towards the cost of maintenance for a period of 5 years.
10	Provision of shop to beneficiary, if the beneficiary is owning the shop in a slum	House/shop 225sqft(20.90 sqm approx), whichever is less	per site or House or shop (15 sqm)	House or shop (15 sqm)
11	Social Infrastructure	8% minimum amenity open space shall be maintained	<ul style="list-style-type: none"> <li>One anganwadi/ health centre for each 500 houses</li> <li>Religious</li> </ul>	<ul style="list-style-type: none"> <li>One anganwadi/ health centre for each 500 houses</li> <li>Religious</li> </ul> <p>As per MPD-2021 (reduced norms based on the population:</p> <ul style="list-style-type: none"> <li>Multipurpose community hall, 100 sqm</li> <li>Bastivikas Kendra 100 sqm</li> <li>Religious site 100 sqm</li> <li>Police post 100 sqm</li> <li>Health centre 100 sqm</li> <li>Park/ishishuvatika 200 sqm</li> <li>Primary school 800 sqm (5000 population)</li> <li>Sr. Sec school 2000 sqm (10,000 population)</li> <li>Milk booth, fair price shop</li> <li>Kerosene shop</li> </ul>
12	Future maintenance	Rs.20,000/- per tenement	<ul style="list-style-type: none"> <li>Rs. 250 per sqm of carpet area will be contributed by Developer for creating maintenance fund</li> </ul>	<ul style="list-style-type: none"> <li>Rs. 250 per sqm of carpet area will be contributed by Developer for creating maintenance fund</li> <li>Rs. 30,000/- will be charged for creating maintenance fund.</li> <li>RWA will manage</li> </ul>

		• maintenance fund RWA will manage	• RWA will manage
13	Defect liability period	5 years	5 years
14	Ownership right	15 years leasehold right and thereafter granted ownership right	15 years leasehold right and thereafter granted ownership right 15 years leasehold right and thereafter granted ownership right 10 years leasehold right, thereafter can be converted as freehold tenure.

**POLICY FOR IN-SITU SLUM REDEVELOPMENT/REHABILITATION BY THE DDA**

**A. Preamble**

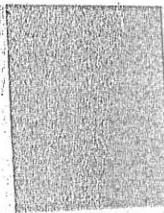
The National Capital of Delhi, the focus of the socio-economic and political life of India, a symbol of ancient values and aspirations and capital of largest democracy of the world is assuming increasing eminence among the great cities of the world.

The vision of Master Plan of Delhi – 2021 is to make Delhi a global metropolis and a world class city where all the people would be engaged in productive work with a better quality of life living in a sustainable environment. This will amongst other things necessitate planning and action to meet the challenge and population growth and immigration into Delhi. Provision of housing particularly for the weaker sections of the society dealing with the issue of slums within a frame work of sustainable and inclusive development & public private and community participation is one of the important visions of MPD-2021.

The pace of urbanization has left far behind the efforts and initiative of planners, local bodies, housing authorities and real estate developers in providing affordable housing to a large number of its residents. As long as shelter is not affordable keeping in view of the wages paid in the city, literally there is no alternative except the growth of slums or rather squatter developments. As a result, the people are forced to live in unhygienic and deplorable settlements called slums.

Most of the slums have come up on the DDA/State Govt./ Central Government's prime lands. At the same time, the slum dwellers have a share in the growth, status and prosperity of this great city. They have had and continue to have a share in building up and maintaining the commercial, industrial and economic importance of Delhi. The slum dwellers deserve to be part of the mainstream of social, cultural and economic fabric of this pulsating city and leading a dignified and humane life for its development.

The in-situ slum re-development projects under PMAY have to envisage an integrated scheme having an optimum mix of the EWS component and the remunerative component, so that a wide range of the Developer Entities come forward to participate in a competitive manner.



## B. Objectives

- i) In-situ re-development and rehabilitation of tenable slums situated on DDA and Central Govt. Lands in order to make Delhi slum free and achieve the mission – Housing for All by 2022.
- ii) Provision of pucca houses having two rooms, kitchen, bath room, WC and balcony for slum dwellers' families with basic amenities against payment of prevalent cost as determined/approved by the Government from time to time.
- iii) The beneficiary will be allotted EWS flat on leasehold basis with a lock-in period of 10 years. Thereafter, the title/ownership will be transferred only in the name of the beneficiary or his legatee subject to payment of all dues, utility bills, property tax and any other charges levied by the local bodies.
- iv) Providing hygienic, healthy and dignified life style to the slum dwellers.
- v) Qualitative improvement in socio-economic and environmental conditions of the surrounding areas and cleanliness as part of Swachh Bharat Mission.
- vi) Attracting private investment by public-private partnership for this purpose.
- vii) Simple and transparent policy framework to rehabilitate tenable slums in-situ on public land through public private partnership, using the land as a resource.
- viii) Planned Development/re-development of these colonies
- ix) Proper utilization of vacant/encroached land parcels of DDA/Central Government agencies/Departments.
- x) Reclaiming the encroached Govt. lands to the possible extent and using it optimally for creating maximum affordable houses/facilities.

## C. Role of DDA

- i) To function as regulator, mediator and enabler.
- ii) To set up institutional structure for implementation of the policy, constitute various committees for formulation of Action Plan as per PMAY guidelines.
- iii) Clubbing of one, two or more slum pockets for development depending upon the viability of the project.
- iv) To prepare the list of eligible beneficiaries prepared on the basis of survey. The eligibility criteria to identify the beneficiary of a JJ cluster would be strictly in accordance with DUSIB policy dated 11.12.2017 including changes made therein by the DUSIB from time to time.
- v) To resolve issues related to interpretation and implementation of the policy.
- vi) Planning and supervising rehabilitation of slums under this policy.

- vii) To prepare schemes for in-situ rehabilitation of the tenable slums except those untenable slums which are on green land or on right of way as the land encroached by those slum clusters cannot be monetized/used as a resource.
- viii) DDA will also undertake in-situ redevelopment/rehabilitation of JJ clusters on the lands of central government and its agencies on 'PPP' mode as per MPD-2021 norms under this policy on mutually agreed terms with the land owning agencies.
- ix) To prescribe benchmark specification of the scheme.
- x) To select private developers by open and transparent bidding process
- xi) To provide external trunk infrastructure facilities for basic civic amenities.
- xii) To execute Development Agreements for in-situ slum redevelopment/rehabilitation with the developers.
- xiii) To ensure by periodic inspections by developer entity that the beneficiaries are residing in the alternative transit accommodation or rented houses provided by the developer entity. In case, it is found that any of the dwellers are not residing in the transit accommodation or rented houses, after giving due notice, his/her right of alternative allotment in lieu of jhuggi will be forfeited. If any malafide or criminal act is found to be involved, necessary action will be taken in accordance with law.
- xiv) To supervise/allot houses constructed under the slum rehabilitation projects by computerized draw.
- xv) To ensure administrative/police assistance for implementing the projects/execution of the Development Agreements.
- xvi) Obtaining of prior consent of eligible slum beneficiaries will not be required for in-situ Slum Redevelopment/Rehabilitation in view of Section 10 of DUSIB Act. However, all eligible beneficiaries will be required to form a Society under the Societies Registration Act, 1860 to provide structured interface between slum dwellers and DDA/developer.

#### D. Role of Beneficiaries

- i) To pay the cost fixed by the Government within prescribed time limits to the DDA.
- ii) To pay electricity/water maintenance charges in time.
- iii) To provide structured interface between the slum dwellers and DDA/developer all eligible beneficiaries of a slum will be required to form a Society under the Societies Registration Act, 1860. The eligibility shall be determined on the basis of survey conducted by DUSIB. The model Memorandum of Association to be adopted by the society for the purpose will be finalized and approved separately by the V.C. in consultation with Chief Legal Advisor, DDA.

- iv) To constructively participate in Government's scheme(s).
- v) To vacate/facilitate land development and construction in a time bound manner.
- vi) To reside in the alternative transit accommodation or rented accommodation provided by the developer entity during the construction period or provide address of the rented accommodation taken by dwellers themselves. In case, it is found that any of the dwellers are not residing in the transit/rented accommodation, after giving due notice, his/her right of alternative allotment in lieu of jhuggi will be forfeited. If any malafide or criminal act is found to be involved, necessary action will be taken in accordance with law.
- vii) To get themselves duly identified/jhuggies photographed & videographed.
- viii) Not to sell their DUS and squat again and getting linked with Aadhaar.
- ix) To provide details of the address where the dweller is residing on rent and also the change of address, if any, during the construction stage.

#### **E. Benefits to the Slum dwellers**

- i) The jhuggi jhopri basti in which the jhuggi jhopri dwellers are residing must be in existence prior to 1.1.2006. However, the cut off date of residing in the jhuggi for becoming eligible for rehabilitation shall be 01.01.2015. The name of JJ Dweller must appear in at least one of the voter lists of the year 2012, 2013, 2014 and 2015 (prior to 1.1.2015) and also in the year of survey for the purpose of rehabilitation. He/she must possess any one of the 12 documents including Aadhar Card mentioned in para 2 of DUSIB policy issued before 01.01.2015 and office orders dated 11.12.2017 issued by DUSIB.
- ii) Under this Policy, the beneficiaries in slums will be given a pucca house having carpet area up to 30 sq. mts with two rooms, kitchen, bathroom, balcony and WC against payment of prevalent cost as determined/approved by the Government from time to time.
- iii) The beneficiaries will be provided basic civic facilities of safe drinking water, sewerage line and electricity connections. The beneficiaries will be responsible for payment of operational and maintenance cost, electricity, water, property tax bills and any other tax levied by urban local self-government bodies.
- iv) Facility of Anganwadi/Health Center and other social infrastructure as per provision of Master Plan of Delhi will be provided.
- v) The beneficiary will be allotted EWS flat on leasehold basis with a lock-in period of 10 years. Thereafter, the title/ownership will be transferred only in the name of the beneficiary or his legatee subject to payment of all dues, utility bills, property tax and any other charges levied by the local bodies.

vi) Ownership right of the allotted house will be in the joint names with the spouse after clearing all dues in conformity with PMAY guidelines.

**F. Role of Developer**

- i) To prepare detailed architectural and structural drawings with planning of dwelling units including project implementation framework for rehabilitation work.
- ii) To arrange required funds for slum rehabilitation scheme
- iii) To obtain required statutory approval for slum rehabilitation scheme from the prescribed Authority/Authority as per Unified Building Bye-laws 2016.
- iv) To get the slum cleared for in-situ development with the administrative help of the Authority.
- v) The developer shall have the option of either providing rented accommodation or providing rent for accommodation to the beneficiaries during the transition period or transit camp to be constructed by the developer on its own land and at its own cost (including maintenance of the same) or a combination of all above.
- vi) In case of rented accommodation or rent for accommodation, the same should be on mutually agreed terms between the developer and the beneficiary. In case of rent to be paid by the developer to the beneficiary family during the transition period will be fixed at the time of preparation of Draft Project Report (DPR) keeping in view the cost of an EWS unit in the area in which the redevelopment/rehabilitation of JJ cluster is proposed to be carried out. At the time of preparation of DPR it will further be indexed to inflation in terms of Wholesale Price Index (WPI) for adjustment of inflation during the period. This will be approved by V.C., DDA in concurrence with Finance Department. This will take care of locational difference as well as the inflation in the rent in that area at the time of implementation of the project.
- vii) In case any transit camp is constructed by developer on any land available with him, the cost of construction, maintenance and the cost of basic amenities/infrastructure i.e. water, electricity, sewerage facility, toilets etc., at the alternative transit camp site shall be borne by the developer. The facilities so provided by developer shall be checked by DDA from time to time and issue necessary directions to developer for the proper up-keep of the facilities, so that, hygienic conditions are maintained in the transit camp.
- viii) The developer Entity will provide the details of alternative transit/rented accommodation provided to the beneficiaries of the cluster to the DDA quarterly. The developer will periodically conduct

surprise checks to ascertain whether the beneficiaries are residing in the transit accommodation (transit camp or rented accommodation provided by developer or arranged by beneficiary on rent paid by developer) so provided to them. If it is found that the beneficiary family(s) are not residing in the transit accommodation provided to them, the same will be intimated by the developer to the DDA. DDA will also randomly check the presence of the beneficiary family(s) on the provided transit accommodation. In case, it is found that any of the dwellers are not residing in the transit accommodation, after giving due notices, his/her right of alternative allotment in lieu of jhuggi will be forfeited. If any malafide or criminal act is found to be involved, necessary action will be taken in accordance with law.

The developer shall also provide basic amenities/infrastructure i.e. water, electricity, sewerage facility, toilets etc., at the alternative transit accommodation site at his cost and facilities so provided by developer should be checked by DDA from time to time and to issue necessary directions to developer for the proper up-keep of the facilities, so that, hygienic conditions are maintained in the transit camp.

x) To provide basic amenities besides houses to the beneficiaries under the scheme.

xi) To assist in forming an Association/RWA of the beneficiaries for the purpose of operation & maintenance for a period of 5 years.

xii) Structural Defect liability period of the developer for slum rehabilitation scheme shall be as per prevalent norms of the construction industry/RERA and shall take decennial professional liability insurance to cover for such liability, after it is in use.

xiii) Developer will be responsible for re-development of plot area meant for EWS residential component, handing over of the same to DDA first and thereafter development of remunerative plot area.

xiv) The Developer Entity will use latest construction technology for speedy completion of construction work and comply with all the latest related codes/standards/norms.

#### G. Planning Norms

For in-situ slum re-development relevant and extant norms of Master Plan of Delhi (MPD) will be applicable.

## H. Miscellaneous

- i) Ministry of H&UA will coordinate and finally decide on all the issues between the DDA and other agencies in order to achieve the targets of Housing for All and making Delhi slum free within the prescribed timelines under the mission.
- ii) Vide Authority Resolution No. 33/2017 (Annexure-C), the policy for Rehabilitation of JJ colonies as promulgated by DUSIB, GNCTD, approved by Government of India, MoUD/HUPA was adopted in respect of deciding cut off date, rate to be charged from the prospective beneficiaries under Kathputli Colony and other projects of the DDA, protocol to be adopted for identification of the beneficiaries and removal/shifting of JJ clusters. The Policy has been revised by GNCTD with the approval of Hon'ble Lt. Governor, Delhi vide order dated 11.12.2017 (Annexure-D) in view of the PMAY guidelines. The same will now be adopted by the DDA for the above purposes.
- iii) Dispute resolution mechanism between DDA and Developer Entity will be as per Project Development Agreement.
- iv) Regarding the grievance of JJ dwellers in relation to the eligibility, the Appellate Authority as appointed by DDA, on the lines of DUSIB policy, will decide.
- v) Delhi Development Authority and respective land owning agencies of central government will ensure that no new jhuggi comes up on its lands after 1.1.2015. If any jhuggi comes up after 1.1.2015, the same shall immediately be removed without providing them any alternative housing. The respective Departments of DDA will take preventive action as per the guidelines issued in this regard.
- vi) Transaction Advisor-cum-Financial Consultant for developing projects on 'PPP' mode and preparation of HFAPoA/AIPs and DPRs will be appointed as per provisions of PMAY for which financial assistance will be provided partly by the MoHUA, GoI.