



SOUTH DELHI MUNICIPAL CORPORATION

**SCHEME OF CONVERSION FROM LICENCE TO
LEASEHOLD & LEASEHOLD TO FREEHOLD of
commercial units transferred from GOI
(L&DO/DOE) to erstwhile MCD**

BROCHURE

Rs.250/-

**SCHEME OF CONVERSION FROM LICENCE TO LEASEHOLD
and LEASEHOLD TO FREEHOLD FOR PROPERTIES transferred
from Govt. of India (L&DO/DOE)**

**(FOR COMMERCIAL BUILT UP SHOPS/STALLS/SHOW
WINDOWS/FUEL DEPOTS/COMMERCIAL FLATS/OPEN
PLATFORMS OF L&DO)**

- ❖ Nature of properties covered
- ❖ Conversion charges
- ❖ Time span for payment
- ❖ Liability to pay ground rent
- ❖ NOC for mortgaged properties
- ❖ Applicability to power of Attorney Holders
- ❖ Un-earned Increase/Damages
- ❖ Conversion rates for various Localities/Zones
- ❖ Model calculation
- ❖ Mode of Remittances
- ❖ PRODUCERE FOR SUBMISSION OF APPLICATION FOR
CONVERSION
- ❖ DOCUMENTS TO BE SUBMITTED
- ❖ GUIDELINES FOR FILLING UP THE APPLICATION FORM
- ❖ APPLICATION FORM FOR GRANT OF OWNERSHIP RIGHTS
- ❖ PROFORMA OF LETTER INTIMATING CONFERMENT OF
OWNERSHIP
- ❖ PROFORMA OF HIRE PURCHASE AGREEMENT
- ❖ DOCUMENTS TO BE SUBMITTED FOR LICENCE TO LEASEHOLD

The scheme of conversion from Licence to Leasehold and Leasehold to Freehold

INTRODUCTION

The Government of India by virtue of a Cabinet Decision dated 31-08-2000 and subsequent Gazette Notification dated 24-03-2006 transferred markets hitherto under its control to the erstwhile MUNICIPAL CORPORATION OF DELHI for further control and management.

The South Delhi Municipal Corporation has decided to implement the policy of Government of India for grant of ownership rights to the certain category of licencees (rehabilitation properties only) i.e. conversion from licence to leasehold/Leasehold to Freehold in respect of properties transferred from Govt. of India.

In response to the long pending demand of the Lessees in respect of leases other than 'residential' properties, it has now been decided to allow conversion of properties transferred from L&DO/DOE(GOI)..

This brochure gives information that a Lessee would like to know before applying for the conversion to freehold. It is expected that the public will find the Brochure useful and helpful in getting their properties converted into freehold.

The prescribed conversion charges are applicable as per Circle Rates notified by the GNCTD on 04-12-2012 (effective/applicable from 5/12/12 or circle rates prevailing on the date of conversion whichever is later).

SALIENT FEATURES OF THE SCHEME

- ❖ The scheme covers the following properties.
- ❖ Grant of ownership rights to the certain category of licencees (rehabilitation properties only). The Scheme is purely optional. Then, conversion from such category of licence to leasehold in respect of properties transferred from Govt. of India. This scheme extends to all built up commercial and mixed land use properties allotted by the Department of Rehabilitation, Directorate of Estates, for which ownership rights have been conferred and lease deed executed and registered. All commercial units irrespective of area for which the allotment/perpetual lease is issued by the department of Rehabilitation or L&DO for residential purpose and building thereon is constructed and where completion certificate or at least D- form in respect of such construction is obtained from the Local Body. A and C type tenements allotted on leasehold basis by the Department of Rehabilitation or Land and Development Office subject to payment of conversion charges calculated based on the land rates prevailing on the date of submission of the conversion application (in the cases where complete conversion charges along with processing fee apart from damages as communicated, have been cleared).
- a) The properties which are not specifically mentioned above are not covered under the conversion policy (e.g. institutional allotment including allotment to press, hotels, cinemas, properties covered under the disinvestment policy of the Govt., Petrol Pumps, CNG Station etc. any MCD property).
- ❖ One time charges payment for conversion from lease hold to freehold are set out in Annexure- 'B' read with Annexure 'C'. These charges are to be paid in lump- sum.

Original Lessees are entitled for a 40% remission/rebate on conversion charges whereas others, who have come into possession by virtue of registered sale deed, are liable to pay Rs 3,000/- (Rupees three thousand only) per annum for non-intimation of sale and are also liable to pay unearned increase wherever applicable in addition to conversion charges..

- ❖ Conversion would be allowed only with respect to the properties existing in markets transferred from DOE/L&DO.
- ❖ The application for conversion shall not be entertained unless accompanied by prescribed document(s).

Those who have applied before will not be required to apply again. However, the date of initial application shall be the crucial date for calculation of Conversion Charges where the payment towards conversion charges has been accepted by the L&DO. In cases, the payment made towards conversion charges by way of cheque/demand draft has been returned on account of rejection of the application by L&DO on scrutiny, the relief is not applicable. Where the payment made has been returned on account of transfer of properties to the local bodies, the applicant/lessee shall be eligible for relief (only in the cases where complete conversion charges along with processing fee apart from damages as communicated, have been cleared).

- ❖ The person/persons in whose name(s) appear on the records of the Land & Estate Dept. as lessee(s) can apply for conversion. If there are a number of lessees, all of them will have to sign the application. However, the lessee(s) can also give Power of Attorney (which should be registered in the office of the Sub-Registrar) to sign the application his his/her/their behalf.
- ❖ If there has already been a transaction regarding the property/properties and the original lessee and sale deed has been registered though not brought to the knowledge of this department or the property has changed hands, the last purchaser can apply for conversion in his name himself or by way of his attorney. However, penal charges towards non intimation of transaction and applicable unearned increase shall also be charged.
- ❖ The arrears of ground rent along with interest @18% per annum wherever applicable would have to be paid by the applicant before conversion can be permitted. In case where revision of ground rent has become due, the revised amount of ground rent will be notified to the lessee for depositing the amount before the execution of the conveyance deed.
- ❖ In case of mortgaged properties, conversion would be allowed only after the submission of 'No Objection Certificate' issued by all the mortgagees/lending banks by the person seeking conversion.
- ❖ In case of any legal dispute relating to title of the property, conversion *shall not be allowed* until the legal dispute is settled.

I. CONVERSION FROM LEASEHOLD TO FREEHOLD (FAQs)

- ❖ IF A PERSON HOLDS LEASE FOR MORE THAN ONE PROPERTY, WHETHER HE CAN SEEK CONVERSION FOR ALL THE PROPERTIES IN ONE APPLICATION?

No. One application can be considered only for one property. Therefore, if a person holds more than one property he will have to apply separately in respect of each property.

❖ **WHETHER CONVERSION WILL BE GRANTED EVEN IF THERE IS UNAUTHORIZED CONSTRUCTION?**

- (i) Conversion will be granted to the leasehold properties if there is unauthorized construction, subject to payment of damage charges, whether earlier demanded or not and also submission of undertaking regarding either to get the compoundable deviations regularized or remove the same within the stipulated period. However, after that, the applicant will be liable for action under municipal bye-laws. The conversion to freehold in the presence of misuse/unauthorized construction does not act as a waiver of any action, which is liable to be taken under the building bye-laws by the local body. No deviations beyond permissible limits as specified under “relaxed norms” of MPD 2021 shall be considered. As regards non-compoundable deviations, the same shall be removed by the shopkeeper failing which the application for conversion is liable to be rejected.
- (ii) Conversion will be allowed only when all dues including misuse charges, damages, ground rent, service/maintenance charges etc. have been paid by the applicant in respect of the property. Non-compoundable deviations are liable to be demolished prior to grant of conversion.
- (iii) In case of re-entered properties conversion would be allowed only when re-entered notice has been withdrawn and the lease/allotment restored.
- (iv) For the purpose of conversion, misuse charges would be liable to be paid up to the period as stipulated, even after which action against misuse would continue to be taken by the respective local bodies under the building by-laws/regulations.
- (v) Conversion to freehold shall not be permitted in respect of properties involving encroachment on government/public land. These lessees would have to vacate the encroached land before consideration of the conversion application and shall also be liable to payment of occupation charges/damages for the relevant period as per prevalent rules at prescribed rates.
- (vi) Conversion will be allowed to the extent of area originally allotted/leased out. For example, if the area in the lease deed is 10 sq. m., conversion is applicable only to that extent. Excess area shall not be taken into consideration and the same is liable for action under the existing municipal by-laws.
- (vii) No request for regularization of unauthorized construction beyond provisions as under MPD 2021 shall be considered. Request for regularization beyond compoundable limits are liable to be rejected.
- (viii) Computation of damages/misuse charges will be done in respect of unauthorized construction based on Circle Rates prevalent when the unauthorized construction had supposedly taken place.

❖ **IF PAST MISUSE AND UNAUTHORIZED CONSTRUCTION WERE TAKEN COGNIZANCE OF BY THE LESSOR HOW THESE CASES WILL BE HANDLED?**

In respect of these properties where any amount earlier claimed by the Lessor and not paid by the lessees will have to be paid together with interest as applicable before the application for conversion can be considered. In respect of those properties where misuse and/or unauthorized construction exists, conversion may be allowed only after recovering the misuse charges and/or damages charges, irrespective of whether earlier demanded or not.

❖ WHETHER CONVERSION WILL BE GRANTED IF THERE IS DISPUTE BETWEEN THE LESSOR AND THE LESSEES ABOUT PAYMENT OF CERTAIN DUES?

No, Conversion will not be granted unless any pending dispute including for payment of certain dues in respect of leasehold premises between the Lessor and the lessee is resolved.

❖ WHETHER APPLICATION FOR CONVERSION CAN BE GIVEN DURING THE PENDENCY OF SUBSTITUTION/MUTATION?

Applications can be given by the person/persons in whose names the substitution/mutation will be have to be carried out. However, these applications will be considered only on disposal of pending substitution/mutation case. On disposal of substitution/mutation case, if it is found the substitution/mutation is carried out in the name(s) of the person/persons who applied for conversion, the same application will be taken in to account, on the rates applicable as on date of substitution/mutation. Otherwise the conversion application will be rejected.

❖ In case of any dispute between original lessee/allottee and power of Attorney holders, application for the grant of free hold rights would be entertained only after the dispute is settled.

❖ WHETHER CONVERSION WILL BE GRANTED EVEN IF THE LEASE DEED IS NOT SIGNED OR REGISTERED?

i) In respect of rehabilitation colonies/markets, in cases where lease deed is not signed or executed on account of *administrative delays*, the conversion will be allowed. In such cases, even in case lease deed was executed but was not got registered by the Lessees for whatsoever reasons, the conversion will be allowed.

ii) However, if the lease deed was not signed or not executed for certain defaults on the part of the allottee, the conversion will not be allowed.

iii) In respect of commercial/mixed land use premises, conversion will be allowed only after the lease deed is executed and registered.

❖ In cases where applications for mutation or substitution are pending before the Lessor, conversion would be allowed only after the necessary mutation/ substitution has been carried out.

❖ The conversion shall be allowed in the cases where lessee/allottee has parted with the possession of the property, provided that application for conversion is made by a person holding a valid instrument/document from lessee/allottee to alienate (sale/transfer) the property.

❖ A remission of 40% on the conversion charges will be allowed in case of conversion in favour of original lessee.

❖ Model calculation of conversion charges have been given in **Annexure 'C'**.

❖ The requisite conversion charges and surcharge as applicable along with processing fee of Rs.500/- (payable in cash) are required to be deposited at time of submission of application form.

❖ Mode of remittance shall be by pay order/demand draft payable at Delhi, drawn in favour of **Commissioner, SDMC (South Delhi Municipal Corporation)**. The amount of remittance has to be rounded off to the nearest rupee.

❖ **After depositing the application form and the conversion charges, applicant must ensure to obtain an acknowledgement**

- ❖ The conversion charges wherever applicable are to be deposited in lump sum.
- ❖ Option is also available to deposit the conversion charges in installments in which case, the first installment shall be 25% of the amount of conversion charges. The balance shall be paid in 4 equated 6 monthly installments along with interest @ 18% p.a.
- ❖ The original lease deed should be produced at the time of execution of the conveyance deed. The same will be cancelled and returned along with the conveyance deed.
- ❖ If the original lease deed is lost, the lessee/applicant must issue notice in two prominent Newspapers (one Hindi and one English) having circulation in the area where the property is situated and also execute an affidavit before the First Class Magistrate indicating there in how the original lease deed was lost. A copy of the public notice published in the Newspaper and the original affidavit must be submitted at least 10 days before the date of execution of the conveyance deed.

❖ **ON WHAT GROUNDS THE CONVERSION APPLICATION WILL BE REJECTED?**

The conversion application will be rejected on any of the following grounds:-

- When the lease stood determined/cancelled or the property stood re-entered.
- When there is a pending litigation about the title of the property.
- When there is a pending litigation between the lessee and Lessor.
- When the property is mortgaged and No Objection Certificate for conversion obtained from the mortgagee is not enclosed with the application.
- When the application is signed by a person who is not eligible to apply for conversion or the property is not eligible for conversion under the policy.
- When the application is holder of Power of Attorney and the conversion is to be granted in favour of the purchasers and there is no evidence produced in support of registration of sale deed in favour of the purchaser.
- When the charges payable under different heads mentioned in the application forms are not fully paid.
- If the property involves encroachment on public land/government land.
- When the application is incomplete.

❖ **WHAT IS THE AMOUNT PAYABLE FOR GETTING THE CONVERSION FROM LEASEHOLD TO FREEHOLD?**

- Conversion Fee (after deduction of remission 40% on the prescribed fee admissible to the recorded lessee OR
- If there has already been a transaction regarding the property/properties and the original lessee and sale deed has been registered penal charges towards non intimation of transaction and applicable unearned increase shall also be charged Arrears of ground rent, if any, inclusive of Revised Ground Rent along with applicable interest.
- Misuse charges/damage charges, if any, recoverable.
- Balance cost of land/premium, if any.
- Arrears of any other dues earlier levied by the Lessor and not paid by the Lessee.
- Processing fee of Rs.500/- (Rupees five hundred only).

❖ **HOW MUCH IS THE CONVERSION FEE PAYABLE?**

- The formulae for calculation of conversion fee for different sizes of built-up shops/stalls/show windows/commercial flats /mixed land use markets where residential flats exits over shop are given in Annexure –C.
- The formulae for calculation of conversion charges payable is given in Annexure –C.
- Remission of 40% of the prescribed conversion fee is admissible in respect of recorded lessees.

❖ **WHAT ARE THE LAND RATES TO BE APPLIED IN THE FORMULAE GIVEN IN ANNEXURE –C.**

The notified land rates prevailing on the date of submission of the initial application shall be the crucial date for calculation/computation of Conversion Charges payable. In case of fresh applications, Circle Rates currently in force shall be applicable for calculation of conversion fee.

❖ **WHAT IS THE MODE OF PAYMENT?**

The payments referred to in the application shall be paid in the shape of a Demand Draft/Banker's Cheque drawn in favour of Commissioner, South Delhi Municipal Corporation.

❖ **WHETHER CONVERSION CHARGES/FEE ETC. ARE PAYABLE IN LUMP SUM OR PAYMENT IN INSTALLMENTS IS PERMISSIBLE?**

The conversion fee/charges and surcharge, wherever applicable, can be deposited either in lump sum or in not more than five (5) installments. Where the shopkeeper prefers to make payment in installments, he shall be required to pay 25% as the first installment and the remaining 75% shall be paid in maximum four installments spread over a period of two (2) years. The payments so made shall be secured by depositing four post dated cheques at the time of depositing the initial installment of 25%. In case of payment in installments, an interest @ 18% p.a. shall be charged on the balance amount.

A special rebate of 6% on interest shall be granted to those who make payments within the stipulated period. The shopkeepers shall have the option to avail such discount at the time of clearance of last installment by way of submitting a Demand Draft in lieu of the post dated cheque deposited earlier.

However, grant of above rebate shall not be applicable in case any of the cheques submitted by the shopkeeper is dishonoured on reason attributable to the shopkeeper/depositor. In such instances, a penalty of 20% shall also be levied along with applicable bank charges and notice fee. Also, future payments shall be accepted only by way of a Demand Draft or in cash. All cheques/drafts shall be drawn in favour of Commissioner, SDMC.

❖ **IF THE APPLICANT CHOOSES TO PAY THE CONVERSION FEE ETC. IN INSTALLMENTS AND THE FIRST INSTALLMENT IS PAID ALONG WITH THE APPLICATION IS NOT COMMENSURATE WITH THE NUMBER OF INSTALLMENTS OPTED FOR BY HIM, HOW WILL IT BE TREATED?**

The shortfall in the payment of 1st installment will be intimated to the applicant and the applicant is required to pay the balance amount within 30 days, from the date of such communication. If this amount is not paid within the stipulated time, the crucial date will be reckoned with reference to the date of payment of such amount, for applying the land rates for the purpose of calculation of conversion fee, wherever applicable.

- ❖ HOW LONG DOES IT TAKE TO GRANT CONVERSION AND ISSUE CONVEYANCE DEED?

The grant of conversion will be communicated within four months from the date the documents complete in all respects are submitted along with complete payments.

- ❖ WHAT DOCUMENTS WILL BE ISSUED TO EVIDENCE THE GRANT OF CONVERSION?

A Conveyance Deed will be issued on granting the conversion to freehold.

- ❖ WHETHER CONVEYANCE DEED WILL BE SENT TO THE PARTY ON GRANT OF CONVERSION?

No. On approval of the application for grant of conversion, a communication will be sent to the applicant specifying the date on which he should come to the Land & Estate Department along with original documents including lease deed, two witnesses, ID Proof in order to execute the conveyance deed. This communication will also indicate if any marginal amounts are payable.

- ❖ WHO IS TO SIGN THE CONVEYANCE DEED?

If the applicant is the lessee/last purchaser, the applicant has to sign the conveyance deed. If the applicant is a Attorney of the allottee, then he may sign on behalf of the person on whose name the conversion is granted.

- ❖ WHETHER THE CONVEYANCE DEED IS REQUIRED TO BE REGISTERED?

Yes, the conveyance deed must be registered.

- ❖ WHETHER STAMP DUTY IS PAYABLE FOR REGISTRATION OF CONVEYANCE DEED?

Yes, stamp duty is payable on the conversion amount for registration of the Conveyance Deed. If the lease deed was not registered, the stamp duty is payable on the amount earlier paid for getting the leasehold rights plus the amount now paid for conversion. If the conveyance deed is not registered within 4 (four) months from the date of execution for whatsoever reason, the same will become invalid and fresh documents are required to be executed. Fresh documents shall be executed subject to payment of Rs.2000/- (Rupees two thousand only) per month plus difference in conversion charges (payable as per the prevailing rates on the date of application for revalidation) and as per policy prevailing on such date.

However, if, there is no change in the conversion fee, 25% of the stamp duty payable on the documents subject to a minimum of Rs.100/- shall be recovered. In case of loss of the documents, FIR should be registered and advertisement may be made in any two languages local daily Newspaper and affidavit to the effect that the property is not mortgaged/transferred is required to be submitted.

- ❖ WHAT HAPPENS TO THE ORIGINAL LEASE DEED?

The original lease deed should be produced at the time of execution of the conveyance deed. An endorsement to the effect that the property has been converted into freehold is made on the same and returned along with the conveyance deed.

❖ WHAT TO DO IF THE ORIGINAL LEASE DEED WAS LOST?

If the original lease deed was lost, the lessee/applicant must issue a public notice in two prominent daily Newspapers having circulation in the area where the property is situated and also execute an affidavit before the First Class Magistrate indicating therein how the original lease deed was lost. Format of the affidavit is at Annexure 'E'. A copy of the newspapers bearing the public notice and the original affidavit must be submitted at least 10 days before the date of executing the conveyance deed. The public notice should have been published in the newspaper at least one month prior to execution of the conveyance deed.

❖ WHAT DOCUMENTS ARE REQUIRED TO BE ENCLOSED TO THE APPLICATION IN CASE OF LEASEHOLD TO FREEHOLD?

The applicant shall be required to furnish the following documents along with the application form:-

- Undertaking the prescribed format duly attested by First Class Magistrate. (Annexure 'D' or 'L')
- Affidavit in prescribed format duly attested by First Class Magistrate. (Annexure 'E' or 'P')
- Indemnity bond(s) in prescribed format(s) duly attested by First Class Magistrate. (Annexure 'F' or 'J')
- Copy of registered Sale deed
- Where application is made by the purchaser copy of registered sale document - Proof of physical possession by the person in whose name the conversion is sought viz. latest paid copy of Electricity/Telephone (MTNL only) bill towards proof of occupation/possession and photocopy of passport/driving licence/Voter Identity card etc. duly attested by Gazetted Officer.
- 4 attested passport size photographs and 4 attested specimen signature of the person in whose favour the conversion is sought duly attested by a Gazetted officer/Notary Public as per Annexure 'G' (If the applicant is allottee/lessee, then his/her photographs and incase of applicant being an attorney, photographs of person in named in column "3" of the application form are required to submitted).
- Copy of lease deed/conveyance deed/allotment letter/demand letter duly attested by a Gazetted Officer.
- Copy of N.O.C.(s) from the mortgagee(s) duly attested by Gazetted Officer.
- Information regarding payment details of Ground (Rent Annexure 'H').
- Copy of Site plan from registered architect existing as per site as on date showing separately (1) Size of plot (2) total covered area (separate for each floor) (3) Total covered Area exceeding sanctioned plan/standard plan. Any other violations/ deviations noticed.
- Copy of the G-8 receipt indicating remittance of conversion charges and processing fee
- Completion certificate/'D' form (attested copy) in case of plotted allotment.
- The following additional documents should be enclosed if sale deed has been executed and registered in the name of applicant but the fact has not been brought to the knowledge of the department:-
 - i. Evidence of Transaction (Attested Copy) viz. copy of registered sale deed
 - ii. Affidavit to the effect the property is still in possession of purchaser and that he has not parted with the possession of the property by way of any agreement to sell/sale deed/gift deed etc. and also to furnish proof of his possession.

PRODUCERE FOR SUBMISSION OF APPLICATIONS FOR CONVERSION

The brochure along with prescribed application form will be available for sale on payment of Rs. 250/- at Land & Estate Department, 7th Floor, E-wing, SPM Civic Centre, Jawahar Lal Nehru Marg, New Delhi – 110 002.

The application form duly complete in all respects along with prescribed conversion and other charges shall be deposited at the Land & Estate Department, 7th Floor, E-Wing, SPM Civic Centre, Jawahar Lal Nehru Marg, New Delhi – 110 002.

If any application is found incomplete or defective in any manner, the applicant shall be given an opportunity to furnish the prescribed documents not closed to the application and to remove the defects within the period of 30 days. On the failure of the applicant to remove the defects within the period specified, the application shall be deemed to have been rejected. Application found in order will be deposited of within a maximum period of 90 days.

Conveyance deed shall be sent to the applicant/person in whose name conversion is sought by registered post after the due deliberations/procedures are complete. The recipient shall then get it stamped from collector of stamps and submit within 45 days, from the receipt thereof at the specified counter located at 7th Floor, E-wing, SPM Civic Centre for signature of authorized person.

On receipt of the conversion deed, a date will be given on which the signed conveyance deed can be collected from the specified counter at 7th Floor, E-wing, SPM Civic Centre. Thereafter the recipient shall get the conveyance deed registered with the concerned Sub-registrar. Stamp duty and registration charges shall be borne by the person in whose favour the conversion is allowed.

GUIDELINES FOR FILLING-UP THE APPLICATION FORM (Annexure –G).

Column 1

If there is only one allottee/lessee of the property sought to be converted into freehold, his name and other particulars should be given in sub-column (a). If there are two allottee/lessees, the names and other particulars should be given separately in sub-column 'a' & 'b'. If there are more than two lessee/allottee, a separate sheet be attached giving the requirement particulars.

Column 2

If the application is submitted by an attorney duly authorized to seek sale permission, execute the Sale Deed and get it registered on behalf of the lessee/allottee, his particulars should be given in this column. However, 1st column also shall be filled up in such cases.

Column 3

The column is applicable only in case where the conversion is sought in favour of a person other than the lessee/allottee and the application is submitted by the Attorney. It would, however, be necessary that the person in whose favour the conversion is sought in the physical possession of the property under the valid agreement of sell executed in his/her favour.

Column 4

Under sub-column (ii) some authentic document Viz. attested Photostat copy of Ration Card, Passport, Driving Licence etc. should be submitted in proof of possession with the person named in column 3. Under sub-column (iii), attested true copy of agreement of sell or any other authentic document showing that the person named in column 3 has already agreed to purchase the property is required to be submitted.

Column 5

File number is given on the communication sent to the lessee/allottee by the SOUTH DELHI MUNICIPAL CORPORATION and can taken from there.

Column 18

It is necessary that the Lessee/Allottee pay up to the date Ground Rate, along with the simple interest @ 10% per annum for arrears, if any, before applying for conversion.

Column 19

The applicant is required to assesses the conversion charges carefully on the basis of the formula and the notified land rates, applicable in respect of plots/shops as given in (Annexure 'A' and Annexure 'B').

Column 20

If there has already been a transaction regarding the property/properties and the original lessee and sale deed has been registered though not brought to the knowledge of this department penal charges towards non intimation of transaction @ Rs 3000/- per annum and applicable unearned increase shall also be charged

II. CONVERSION FROM LICENCE TO LEASEHOLD:

Eligibility criteria for grant of ownership rights as laid down by the DOE/GOI shall be applicable to only following specific categories :-

- a. The person who is an original allottee
- b. The person who has come into possession of the property by virtue of partnership Deed/Dissolution Deed entered into and exited prior to 31-08-2000.
- c. An occupant/sub-lettee who is in occupation of the shop prior to 31-08-2000 but unable to produce a Partnership/Dissolution deed- subject to submission of sufficient other documentary evidence such as IT Returns, Bank Account Statements and other business/transaction records with respect to the shop.

Changes shall be allowed for conversion from licence to lease (only for aforesaid categories), by charging one time lump sum payment from the shopkeeper i.e. regularization of shop in favour of Agreement to Sell/GPA holders where the original allottee has parted with the possession of the shop after having been granted ownership rights and having paid the Capitalized Value but only the lease deed has not been executed. This relief is applicable to only those properties where the above criteria is fulfilled.

Such cases shall be regularized for execution of lease deed by charging one time *lump sum fee* depending upon the category viz. A, B, C, etc. into which a given locality/area falls. The minimum fee shall be Rs.3.00 lacks (for Category H) locality with an increase of Rs.50,000/- to each higher category as detailed below:

Category A	-	Rs. 5.50 lakhs
Category B	-	Rs.5.00 lakhs
Category C	-	Rs. 4.50 lakhs
Category D	-	Rs.4.00 lakhs
Category E	-	Rs. 3.75 lakhs
Category F	-	Rs.3.50 lakhs
Category G	-	Rs.3.25 lakhs
Category H	-	Rs. 3.00 lakhs

A sum of Rs.1,00,000/- (Rupees one lakh only) shall be chargeable to each additional transaction.

Instances where the shop keeper has parted with the possession of the shop without conferring of ownership rights and not covered under categories as specified as 'a', 'b', and 'c' as above under the heading Eligibility criteria for grant of ownership rights shall not be entitled to this relief.

Payment may be made by the licencees/shopkeepers either in lump sum or in 6 (six) half-yearly installments. Where the shopkeeper opts to make payment in installment, a hire purchase agreement in the prescribed form shall be executed between the department and the shopkeeper. The first installment shall be 25% of the Capitalized Value i.e. cost of land plus cost of superstructure while the remaining 75% of the Capitalized Value shall be payable in five equated installments along with interest @ 15% p.a. Copy of Hire Purchase Agreement executed between DOE and the shopkeeper is available at **Annexure 'K'**

ANNEXURE-A**Formula for calculation of one time conversion fee for various Commercial and mixed land use properties.**

$$\text{Area} \times \begin{array}{l} \text{Notified land rates} \\ \text{(Commercial)} \\ \text{On the date of application} \end{array} \times \frac{10}{100}$$

ANNEXURE-‘B’)**Conversion fee applicable for built up Commercial Shops of L&DO will be as per the notified Circle Rates (indicative).**

The prescribed conversion charges are applicable as per Circle Rates notified by the GNCTD on 04-12-2012 (effective/applicable from 05-12-2012) (or circle rates prevailing on the date of conversion whichever is later)

SL. No.	Category	Conversion fee per Sq.mtr. Commercial Shops/stalls/ show windows/commercial flats/fuel depots
1	A	19,35,000 (645000 x 3)
2	B	6,13,800 (204600 x 3)
3	C	3,99,600 (133200 x 3)
4	D	3,19,200 (106400 x 3)
5	E	1,75,200 (58400 x 3)
6	F	1,41,600 (47200 x 3)
7	G	1,15,500 (38500 x 3)
8	H	58,200 (19,400 x 3)

Formula for calculation of one time conversion fee.

(i) In case of commercial lease hold plots including mixed land use plots.

Permissible floor area or plot area whichever is higher	Notified Circle Rate/land rates as on the date of application	10/100
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Note: A remission of 40% will be allowed on the conversion charges in case of original lessees and in case where change of hands has taken place by way of sale deed a penalty for non intimation of sale @ Rs. 3000 per annum shall be charged apart from payment of unearned increase.

(ANNEXURE 'B-1')

CONVERSION RATES APPLICABLE FOR COMMERCIAL LEASES IN VARIOUS LOCALITIES/ZONES OF DELHI

S. No.	Name of Market	Name of the Locality	Category as per Circle Rates	Conversion rates per sq.m.
1.	Ansari Market,	Darya Ganj	D	As per Circle Rate in force (Annexure –B)
2.	Central Market LPN	Lajpat Nagar	C	-do-
3.	Jungpura, Masjid Rd.	Jungpura	D	-do-
4.	Sewa Nagar Market	Sewa Nagar	D	-do-
5.	Tilak Nagar New Market	Tilak Nagar	E	-do-
6.	Tilak Nagar Old Market	Tilak Nagar	E	-do-
7.	Defence Colony Market	Defence Colony	B	-do-
8.	Kalkaji Market	Kalkaji	C	-do-
9.	Jungpura Market	Jungpura	D	-do-
10.	Tihar-I Market, Subhash Nagar	Subhash Nagar	G	-do-
11.	Pushpa Market LPN,	Lajpat Nagar	C	-do-
12.	Krishna Market LPN,	Lajpat Nagar	C	-do-
13.	Malviya Nagar Market,	Malviya Nagar	C	-do-
14.	Sunder Nagar Market,	Sunder Nagar	A	-do-
15.	Nizamuddin West,	Nizamuddin	C	-do-
16.	Nizamuddin East,	Nizamuddin	B	-do-
17.	Mehar Chand Market,	Lodi Colony	B	-do-
18.	R.K. Puram Sec.-I,	R. K. Puram	B	-do-
19.	R.K. Puram Sec.-II,	-do-	B	-do-
20.	R.K. Puram Sec.-III,	-do-	B	-do-
21.	R.K. Puram Sec.-IV,	-do-	B	-do-
22.	R.K. Puram, Sec.-V,	-do-	B	-do-
23.	R.K. Puram Sec.-VI,	-do-	B	-do-
24.	R.K. Puram Sec.-VII, C-1	-do-	B	-do-
25.	R.K. Puram Sec.-VII, C-2	-do-	B	-do-
26.	R.K. Puram Sec.-VIII,	-do-	B	-do-
27.	R.K. Puram Sec.-IX,	-do-	B	-do-
28.	R.K. Puram Sec.-XII,	-do-	B	-do-
29.	R.K. Puram Site-D, Z	-do-	B	-do-
30.	Kasturba Market,	Sewa Nagar	D	-do-
31.	Nanak Pura,	Nanakpura	D	-do-
32.	Nanak Pura, South Moti Bagh	South Moti Bagh	B	-do-
33.	Pratap Mkt. Jungpura,	Jungpura	B	-do-
34.	Guru Nanak Mkt., LPN	Lajpat Nagar	C	-do-
35.	Amar Colony Mkt. LPN	Lajpat Nagar	D	-do-
36.	Lajpat Nagar, Ph.-IV (2-IV)	Lajpat Nagar	C	-do-
37.	Andrews Ganj	Defence Colony	B	-do-
38.	Sriniwas Puri	Sriniwasपुरी	D	-do-

ANNEXURE 'C'

ILLUSTRATION OF CALCULATION CONVERSION CHARGES.

ILLUSTRATION 1

Suppose an allottee is having a built up shop/stall/show window/commercial flat/ at Local Shopping centre in R.K. Puram measuring 10 Sq. mtr. The conversion charges will be as follows.

$$\begin{aligned} & \frac{(\text{Shop Area} \times \text{Rate} \times 10)}{100} && \text{MINUS} && 40\% \text{ Rebate} \\ & = \frac{P \times R \times 10}{100} && \text{MINUS} && 40\% \text{ Rebate} \\ & = \frac{P \times R \times 10}{100} - \frac{40}{100} \left(\frac{P \times R \times 10}{100} \right) \end{aligned}$$

Where P= Area of built up shop as per the demand cum allotment letter which is 10 sq.mtr.

Where R= Circle Rates notified by the GNCTD on 04-12-2012 applicable from 5/12/12 as for R.K. Puram as per the List at Annexure 'B' which is Rs.204600 x 3 /-

Rebate/remission applicable in case of original allottee/Lessee is 40% on the conversion charges.

Substituting the above values the conversion charges will be;

- i) $10 \times 613800 \times 10 / 100 = \text{Rs.} 613800-$
- ii) 40% of the above values will be $40/100 \times 613800 = \text{Rs.} 245520/-$

Therefore the actual conversion charges = $613800 - 245520 = 368280/-$

Processing Fee of Rs.500/- will also be added to the conversion charges hence conversion charges payable will be Rs.368780/-

ILLUSTRATION 2

Suppose an allottee/Firm/Company 'X' is having a built up shop measuring 100 Sq.mts. in R.K. Puram or having the commercial Flat/shop of similar size. He/she executed an Agreement to Sell/GPA/SPA or sale deed in favour of person 'Y' with Y applied for grant of free hold right then the conversion charges will be calculated as under:

$$\frac{(\text{Shop Area} \times R \times 10)}{100} (+) \text{penalty @ Rs 3000 per annum for non intimation of sale + unearned increase applicable as per lease deed}$$

Where P= Area of built up shop as per the demand cum allotment letter which is 10 sq.mtr.

Where R= Circle Rates notified by the GNCTD adopted by South DMC (erstwhile MCD) as on 5/12/12 for R.K. Puram as per the List at Annexure 'B' which is Rs.204600 x 3 /-

Where the premises/unit is part of a multi-storeyed structure i.e. where the ground floor of the building comprises of shops and the upper floors consist of commercial/residential flats, the amount arrived at by multiplying the area of the shop with applicable land rates (current circle rates), the premium of land is divisible by the number of floors as was done by the DOE/L&DO.

For example, if the shop situated in R.K. Puram Market measures 10 sq. m., the applicable land rate is, say Rs. 6,13,800/- per sq. m. and the cost of superstructure works out to say Rs.50,000 (after applicable depreciation), then the Capitalized Value shall be:

(a) where the shop/unit is part of a single storeyed structure:

Area of the Shop	:	10 sq.m.
Locality	:	R.K. Puram
Category (as per Circle Rates)	:	B
Circle Rate applicable	:	Rs.204600/- per sq.m. (res.) – for Commercial, the rate chargeable is three times the base rate i.e. 204600x 3 = Rs. 613800/- per sq.m.
Factor	:	1.
Land Rate Chargeable	:	Rs. 613800/- per sq.m.
Premium of Land	:	Rs. 61,38,000/-
Cost of superstructure	:	<u>Rs. 50,000/-</u>
Capitalized Value Payable	:	<u>Rs. 61,88,000/-</u>

(b) Where the shop/unit is part of a two -storeyed structure i.e. ground floor – shop whereas the upper floor comprises of residential flats:

Area of the Shop	:	10 sq. m.
Locality	:	R.K. Puram
Category (as per Circle Rates)	:	B
Circle Rate applicable	:	Rs.2,04,600/- per sq.m. (res.) – for Commercial, the rate chargeable is three times the base rate i.e. 204600x 3 = Rs. 613800/- per sq.m.
Factor	:	2/3– Commercial ; 1/3 Residential.
Land Rate Chargeable	:	2/3 x 613800/- per sq.m. i.e. 4,09,200/-
Premium of Land	:	Rs. 40,92,000/-
Cost of superstructure	:	<u>Rs. 50,000/-</u>
Capitalized Value Payable	:	<u>Rs. 41,42,000/-</u>

(c) Where the shop/unit is part of a two -storeyed structure i.e. ground floor – shop whereas the upper floor comprises of commercial flats:

Area of the Shop	:	10 sq. m.
Locality	:	R.K. Puram.
Category (as per Circle Rates)	:	B
Circle Rate applicable	:	Rs.2,04,600/- per sq.m. (res.) – for Commercial, the rate chargeable is 3 times the base rate i.e. 204600x 3= Rs. 613800/- per sq.m.
Factor	:	1/2– Commercial ; 1/2 Residential.
Land Rate Chargeable	:	1/2 x 613800/- per sq. m. i.e.306900/-
Premium of Land	:	Rs. 30,69,000/-
Cost of superstructure	:	<u>Rs. 50,000/-</u>
Capitalized Value Payable	:	<u>Rs. 31,19,000/-</u>

(d) Where the shop/unit is part of a four -storeyed structure i.e. ground floor consists of shops whereas the first floor comprises of commercial flats and the upper floors consist of govt. general pool accommodation (residential):

Area of the Shop	:	10 sq. m.
Locality	:	R.K. Puram.
Category (as per Circle Rates)	:	B
Circle Rate applicable	:	Rs.2,04,600/- per sq.m. (res.) – for Commercial, the rate chargeable is 3 times the base rate i.e. 204600x 3= Rs. 613800/- per sq.m.
Factor	:	1/4 – Commercial
Land Rate Chargeable	:	1/4 x 613800/- per sq. m. i.e.153450/-
Premium of Land	:	Rs. 15,34,500/-
Cost of superstructure	:	<u>Rs. 50,000/-</u>
Capitalized Value Payable	:	<u>Rs. 15,84,500/-</u>

(ANNEXURE –“D”)

UNDERTAKING

(To be submitted by the person in whose conversion is sought on non-judicial stamp paper of Rs.10/- duly attested by First Class Magistrate.)

I,....., S/o, W/o, D/o Sh.
.....,R/o.....
..... do hereby undertake as under-

1. That I shall pay to SOUTH DELHI MUNICIPAL CORPORATION, immediately on demand, such amount as may be demanded by it an account of arrears of ground rent and/or interest thereon, in respect of commercial shop/com. Flat/stall/show window/fuel depot (*strike off whichever is not applicable) No.at
2. That I shall pay to SOUTH DELHI MUNICIPAL CORPORATION, immediately on demand, such amount, as may be demanded by it on account of maintenance/service charges (applicable only in case of shops/commercial flats).
3. That I shall pay, within such time such additional sum/sums towards Conversion Charges, as may be demanded by Lessor, SOUTH DELHI MUNICIPAL CORPORATION, in consonance with revision in Circle Rates by GNCTD prior to the date of execution of Conveyance Deed.
4. That on my failure to pay any sum referred above the compensation of lease hold rights into free hold rights in respect of the above referred property shall be deemed to be null and void and the Lessor/Authority shall be entitled to recover the same as arrears of land revenue.
5. That it is found by SOUTH DELHI MUNICIPAL CORPORATION, or any other Local Authority, at any point of time, that the above referred property or any part thereof is being used for the purposes other the specified in the lease deed architect control, in violation of the Master Plan of Delhi, I shall, forthwith, stop such use.
6. That I shall remove all non compoundable deviations if any at the aforesaid premises, and shall be liable to remove the same at my cost.
7. That I shall get regularized all compoundable deviations within stipulated period or remove the same.
8. That SDMC shall be at full liberty to impose penalty, remove the violations, if any, at my cost.
9. That shall abide by the directions issued to me in this regard by the SDMC.
10. That all the documents submitted by me are signed by genuine persons
11. That no court case /stay etc is pending against the said property.

..... day of2013.....

Lessee/Allottee/Purchaser

In the presence of,

1.....

2.....

(ANNEXURE –“E”)

AFFIDAVIT

(To be sworn by person whose favour the conversion is sought on non-judicial stamp paper of Rs. 10/- duly attested by First Class Magistrate)

I, S/o.,D/o.,W/o. Sh.....
R/o..... do hereby solemnly declare and affirm
as under:-

That I am lessee/sub-lessee/allottee in physical possession of the Commercial shop/flat/stall/show window (strike off whichever is not applicable) bearing No.____, measuring _____ sq.m. in _____ Market, _____, Delhi/New Delhi.

OR

That I am physical possession, under the valid agreement to sell/General Power of Attorney dated _____ executed in my favour in respect of Commercial Shop/Stall/Show Window/Commercial Flat/Fuel Depot (strike off whichever is not applicable) situated in _____ Market, _____, Delhi/New Delhi.

That the prescribed use of the aforesaid property, as per the lease deed, is commercial.

That up to ground date rent has been paid in respect of the above referred property.

That the content of accompanying application for conversion of lease hold rights into free hold rights in respect of the above referred property are true and correct and the documents annexed thereto are genuine.

DEPONENT

VERIFICATION

Verified on this _____ day of _____ 2013 that the contents of the above affidavit are correct to the best of my knowledge and belief and nothing contained herein is untrue and nothing material is concerned therefrom.

DEPONENT

(ANNEXURE –“F”)

(To be executed by the applicant on Non-judicial stamp paper of Rs.100/- and to be attested by First Class Magistrate.)

INDEMNITY BOND

Sh./Smt./Km....., S/o,W/o,D/o,Sh.....
..... R/o.....

(hereinafter called ‘Executant’ which terms shall include his/her heirs, successors/executors/administrator and legal assigns in favour of President of India/SOUTH DELHI MUNICIPAL CORPORATION (herein after called the ‘Lessor’) which terms shall include its heirs, successors, executors administrators and legal assigns.

WHEREAS the Executant is the lessee/allottee in physical possession of the Commercial/Industrial/Shop/Flat No.....,
OR

WHERE AS the Executant is duly considered attorney of Sh./Smt./ Km. R/o. _____ and is competent to seek mutation on behalf of sale deed /conversion .

WHERE AS the Executant has applied to the Lessor for conversion of lease hold rights into free hold rights in respect of the above referred property.

AND WHERE AS the Lessor, on the faith and the representation made to it, has agreed to convert lease hold rights in respect of the above referred property into freehold rights subject to the Executant giving such indemnity, as is hereinafter contained and keeping the Lessor harmless from any claim which anyone may, at any time, institute against the Lessor in respect of the above referred property.

Now this deed witnesses that in consideration of the Lessor agreeing to convert the leasehold rights in respect of the above referred property into freehold rights, the executant hereby covenants with the Lessor that he will at all times indemnify and keep harmless the said Lessor from all claims and the demand made and all action and proceeding taken against the said Lessor by anyone in respect of the aforesaid property or any part thereof, on any ground whatsoever.

on this day of2013.

Witness

Executants

1.....

2.....

**FOR BUILT-UP SHOPS/STALLS/COMMERCIAL FLATS/SHOW-WINDOWS
INCLUDING FUEL DEPOTS OF L&DO/DOE
APPLICATION-I: 000012**

**APPLICATION FORM FOR CONVERSION OF LEASE-HOLD
PROPERTY INTO FREEHOLD IN RESPECT OF
BUILT-UP SHOPS/STALLS/COMMERCIAL FLATS/SHOW-WINDOWS
INCLUDING FUEL DEPOTS OF L&DO/DOE**

1. Name of the first Firm/Company allottee/sub-lessee/ lessee/ (wherever the words sub-lessee appears it is applicable only incase of plots allotment through industrial cooperative societies)
 - a) Father/Husband Name: _____
Address: _____
 - b) Name of the Second/Joint allottee/sub-lessee/lessee if applicable: _____
Father's/Husband's Name; _____
Address: _____
2. Name of the applicant (if attorney)
Father/Husband's Name: _____
Address: _____
3. If the applicant is attorney, detail of the person in whose favour the conversion is sought.
 - i). Name: _____
Father/Husband's Name: _____
Address: _____
 - ii). Name: _____
Father/Husband's Name: _____
Address: _____
4. If the applicant is attorney.
 - i) Whether the attested copy of power attorney is attached? (YES) (NO)
 - ii) Whether the document showing possession of the premises with the person named in column 3 is enclosed. (YES) (NO)
 - i) Whether agreement to sell or any other document to evidence the transaction in favour of the person named in column 3 is enclosed? (YES) (NO)
5. File No.(if known) _____
6. Details of property
Plot allotted through industrial cooperative societies.
Name of Society _____
Name of Colony _____
Plot No..... Plot Area..... Sq.mtr.....
Covered area on ground and other floor, if any.
Sector..... Block Pocket.....

- 7. Date of physical Possession (if available)
- 8. Whether the lessee/sub-lessee deed is executed and registered?
- 9. Details of the registration of lessee deed /sub-lease, if any in respect of plots.
Reg. No. _____ Block No. _____
Vol. No. _____ Page from _____ To. _____
Date. _____
- 10. Whether the use of the property is as per lease deed /sub-lease deed/allotment letter?
(YES)(NO)
- 11. i) If not the area of the portion being used for the purpose other than the prescribed use.
_____Sq.mtr.
ii) Type of activity carried out in portion referred at 11 (i) above.
- 12. For the building constructed by the lessee/sub-lessee/allottee, copy of the completion certificate/"D" form id enclosed? (YES)(NO)
- 13. Whether property stand Mortgaged? (YES)(NO)
If 'Yes' whether no objection certificate from the mortgagee(s) enclosed? (YES)(NO)
- 14. Whether the sub-lessee/sub-lessee/allotment was cancelled/property re-entered?
(YES)(NO)
If 'Yes' whether restored? (YES)(NO)
- 15. Whether there is any dispute pending in a court of law? (YES)(NO)
- 16. Whether any application for substitution/ Mutation is pending? (YES)(NO)
- 17. Whether there is unauthorized construction in the premises? (YES)(NO)
- 18. Amount of yearly Ground Rent of individual Plots as per allotment/ demand letter?
Rs. _____
Whether up to date ground rent along with interest for related payment, if any,
has been paid? (YES)(NO)
- 19. Self Assessment of Conversion charge Payable
Applicant is requested to calculate conversion charges etc. on self assessment basis in the
appendix to the application form before filling the columns given below:-
(In words.....
.....only) (Rs. _____)
- 20. Surcharge wherever prescribed if the applicant is attorney
(In words.....
.....only) (Rs. _____)
- 21. Sum total of 19 to 20
I/We certify that the information given above is true and correct. I/We understand that if
any fact has been suppressed or misrepresented, it shall render this application invalid, and
conversion null or void.

Place _____

Date _____

Signature of Lessee/Sub-lessee
Allottee/ Attorney

ANNEXURE "G-1"

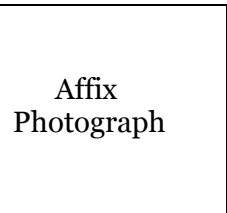
SPECIMEN SIGNATURE AND PASSPORT SIZE PHOTOGRAPHS OF THE PERSON IN WHOSE FAVOUR CONVERSION SOUGHT DULY ATTESTED BY NOTARY/FIRST CLASS MAGISTRATE

Name _____, S/o; W/o. _____

Application No. _____, Property No. _____, _____

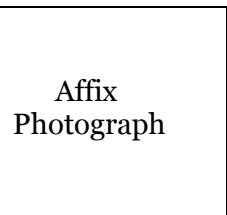
1. (Specimen Signature)

Attestation



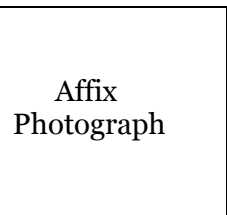
2. (Specimen Signature)

Attestation



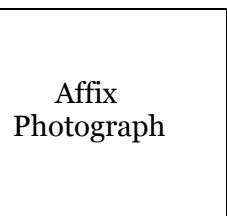
3. (Specimen Signature)

Attestation



4. (Specimen Signature)

Attestation



If the applicant is allottee/lessee, then his/her photographs and in case of applicant being an attorney the photographs of person named in column 3 of the application form are required to be submitted as above.

Application/Challan/G-8 No. _____

CONVERSION FROM LEASE HOLD INTO FREEHOLD

Challan for remittance of money towards conversion charges and processing fees

FIRST COPY
(Applicant's copy)

File No.....

Date: 20.....

Name & Address of the allottee with details of property.	Details of deposits (score out whichever is not applicable)	Amount
Name and Address: _____ _____ _____	1. Conversion charges	Rs. _____/-
	2. Unearned Increase	Rs. _____/-
	3. Penalty, if any	Rs. _____/-
	4. Damages/Misuse Charges	Rs. _____/-
	5. Processing Fee	Rs. 500/-
	Total	Rs. _____/-

1. Total amount deposited (in words) _____
2. Cash/Demand/Draft No. _____ dated.....
3. Name of the Bank on which Drawn

Dated.....

Signature of the applicant

Received the above amount on _____

Abstract of details as per columns 19 & 20 of application

1. Conversion Charges	Rs. _____/-
2. Unearned Increase	Rs. _____/-
3. Penalty, if any,	Rs. _____/-
4. Damages/Misuse Charges	Rs. _____/-
5. Processing Fee	Rs. 500/-
TOTAL:	Rs. _____/-

Conditions:

1. Conversion is subject to verification of document and records and their correctness.
2. This form is not to be used for payment of Ground Rent or any other dues.

Application/Challan/G-8 No. _____

CONVERSION FROM LEASE HOLD INTO FREEHOLD

Challan for remittance of money towards conversion charges and processing fees

FIRST COPY
(Applicant's copy)

File No.....

Date: 20.....

Name & Address of the allottee with details of property.	Details of deposits (score out whichever is not applicable)	Amount
Name and Address: _____ _____ _____	1. Conversion charges	Rs. _____/-
	2. Unearned Increase	Rs. _____/-
	3. Penalty, if any	Rs. _____/-
	4. Damages/Misuse Charges	Rs. _____/-
	5. Processing Fee	Rs. 500/-
	Total	Rs. _____/-

1. Total amount deposited (in words) _____
2. Cash/Demand/Draft No. _____ dated.....
3. Name of the Bank on which Drawn

Dated.....

Signature of the applicant

Received the above amount on _____

Abstract of details as per columns 19 & 20 of application

1. Conversion Charges	Rs. _____/-
2. Unearned Increase	Rs. _____/-
3. Penalty, if any,	Rs. _____/-
4. Damages/Misuse Charges	Rs. _____/-
5. Processing Fee	Rs. 500/-
TOTAL:	Rs. _____/-

Conditions:

1. Conversion is subject to verification of document and records and their correctness.
2. This form is not to be used for payment of Ground Rent or any other dues.

ANNEXURE –I

INDEMNITY BOND

(To be submitted by the Lessee where the original Lease Deed has been lost)
(On non-judicial stamp paper of Rs.100/- duly attested by First Class Magistrate)

This Indemnity Bond witnesseth on this ____ day of _____, 20__, I/We _____, S/o.; W/o.; D/o. _____, R/o. _____, hereinafter called the 'Executant' which term shall include his/her heirs, successors/executors/ administrator and legal assignees in favour of SOUTH DELHI MUNICIPAL CORPORATION (herein after called the 'Lessor') which terms shall include its heirs, successors, executors administrators and legal assigns.

WHEREAS the Executant(s) is/are the Lessee/Lessee(s)/Allottee(s) and is/are in physical possession of the Commercial Property No._____.

WHEREAS the executants have applied to the Lessor for conversion of the above referred property from leasehold to freehold in their names.

WHEREAS the original Lease Deed executed between the undersigned Lessee(s) and L&DO has been lost.

WHEREAS the Executant(s) have accordingly filed a First Information Report with the police and also have published notices in four leading national Newspapers as required under the rules.

AND WHEREAS the Lessor, on the faith and the representation made to it, has agreed to carry out conversion from leasehold to freehold in respect of the above referred property subject to the Executant giving such indemnity, as is hereinafter contained and keeping the Lessor harmless from any claim which anyone may, at any time, institute against the Lessor in respect of the above referred property.

Now this deed witnesses that in consideration of the Lessor agreeing to carry out conversion from leasehold to freehold in respect of the above referred property, the Executant hereby covenants with the Lessor that he will at all times indemnify and keep harmless the said Lessor from all claims and the demand made and all action and proceeding taken against the said Lessor by anyone in respect of the aforesaid property or any part thereof, on any ground whatsoever.

on ____ day of _____.

Executant(s)

Witness: 1.....
2.....

Annexure ‘J’

To be executed by the person in whose favour conversion is required on Non-judicial stamp paper of Rs.100/- duly attested by First Class Magistrate) – GPA/Agreement to Sell holder.

INDEMNITY BOND

Sh./Smt/Km.....S/o.....

R/o.....(hereinafter called ‘Executant’ which terms shall include his/her heirs, successors/executors/administrator and legal assigns in favour of Commissioner, SOUTH DELHI MUNICIPAL CORPORATION (herein after called the ‘Lessor’) which terms shall include its heirs, successors, executors administrators and legal assigns.

WHERE AS the Executant(s) is/are in physical possession of the shop/stall/show window No.. measuring _____ sq.mtr. by virtue of a valid/registered General/Special Power of Attorney/Agreement to Sell dated _____ executed in his/her favour.

AND WHERE AS the Lessor, on the faith and representation made to it, has agreed to convert leasehold rights in respect of the above referred property into freehold rights subject to the Executant giving such indemnity, as is hereinafter contained, and keep the Lessor harmless from any claim which anyone may, at anytime, institute against the Lessor in respect of the above preferred property.

NOW THIS DEED WITNESSESS that in consideration of the Lessor agreeing to convert the lease hold rights in respect of the above referred property into freehold rights the Executant hereby covenants with the Lessor that he will at all times indemnity and keep harmless the said Lessor from all claims and demands made and all actions and proceeding taken against the said Lessor by anyone in respect of the aforesaid property of any part thereof, or any ground whatsoever.

Executed on this day of2013.

Executant

Witnesses

1.....

2.....

Annexure 'K'

(To be submitted on non-judicial stamp paper of Rs.100/-)

**HIRE PURCHASE AGREEMENT FOR Shop/Stall/Platform/Fuel Depot/Com. Flat_____,
_____, Market, Delhi.**

1. AN AGREEMENT made this the _____ day of _____ between the Commissioner, South Delhi Municipal Corporation acting through the Addl. Dy. Commissioner/Asst. Commissioner, Land & Estate Department, South Delhi Municipal Corporation, New Delhi (hereinafter called the "CORPORATION/DEPARTMENT" which expression shall include his successors and assigns) of the one part and _____ W/o, S/o, D/o _____ (hereinafter called the "LICENCEE" which expression shall mean and include the said _____ and his/her heirs, executors, administrators, representatives and permitted assigns) of the other part.
2. Whereas the Licencee is an allottee of shop/stall/Show window/com. flat/fuel depot/platform _____, Sector- _____, _____, New Delhi under the Corporation/Department as per the licencee deed executed between the parties referred to above on _____ and has requested the Corporation/Department to grant a lease for the said premises after payment of the premium for land of _____ and replacement cost of the structure minus depreciation of _____.
3. And whereas the Corporation/Department has agreed to demise all that Plot of land underneath the structure and convey the shop/stall/flat/platform/fuel depot No. _____ situated in Market, Sec. _____, _____, New Delhi and fully described in the schedule hereunder written.
4. And Whereas, the Corporation/Department has also agreed to allow the party of the other part to have the said land leased out to him/her after receiving the full payment and to convey the superstructure comprising shop/stall/com. flat/platform/fuel depot No. _____, Market, Sec. _____, _____, New Delhi on conditions set out in this indenture.
5. And whereas in respect of the said land and superstructure the other party has agreed to pay the licence fee, rates, taxes etc., in the manner provided hereinafter appearing:-
 - (i) The party of the other part shall hold the said premises as a licencee and he/she shall occupy it as per the conditions set out in the earlier licence deed dated _____ executed between the parties referred to above and shall hold the same till such time the ownership of the shop/stall/flat/platform/fuel depot is transferred to him/her in the manner prescribed hereinafter.
 - (ii) 25% of the cost of superstructure comprising shop/stall/platform/. _____, Market, Sec. _____, _____, New Delhi including premium of land shall be paid by the party of the second part at the time of making this agreement and the balance amount in five six monthly equal installments of _____ each together with interest @12% P.A. on the remaining balance amount shall be paid on the _____ January and _____ July of each year. Provided that in the event of non-payment of any of the installment on the due date, the interest shall be charged @15% p.a. instead of 12% p.a. on the remaining balance amount for the period commencing from the due date of the installment till the payment thereof is made.
 - (iii) That in addition to the installments the Licencee Shall pay annual ground lease rent in advance for the demised premises at the rate of 2/2% of the premium for land and the same is payable in two halves on 15th January and 15th of July of each year.
 - (iv) That in the case of default on the part of the licence in the payment of any installment or ground rent, the right of the licence to get the lease deed conveyance deed executed with respect to licenced premises shall stand forfeited and this action on his part would disentitle the licencee to claim ownership right on lease hold basis as stated above and in that event he/she shall become a temporary monthly licencee as per licencee deed dated _____ executed earlier by the licencee in favour of the Commissioner, South Delhi Municipal Corporation. That in event of the allottee failing to make the full payment of capitalized cost in time then the Corporation/Department shall be at liberty to withdraw the offer of ownership rights and also will refund the amount paid towards capitalized cost and ground rent after deducting the licencee fees for the entire period which shall be payable by the allottee(s) and no interest shall be payable by the Corporation/ Department.

6. The licensee shall acquire the ownership of the said superstructure please hold basis by getting conveyance on the licensee paying all installments which will also include the cost of superstructure and ground rent as well as the premium for the land.
7. On the non-observance of any of the covenants and conditions of this agreement and the licence deed dated _____ executed earlier with respect to monthly licence and on his/her part to be observed and performed (in respect of which, the decision of the Commissioner to the whom the work is transferred shall be final and binding ()) then and in any case the Corporation/Department shall be at liberty by giving 30 days notice in writing to forthwith determine this agreement and will have the right to resume possession of the premises or cancel the allotment and evict the licensee without making any compensation thereof.
8. The party of the other part shall not permit the said premises or any part thereof being used by my other person for any purpose whatsoever and also shall not introduce any partner nor shall he/she/they transfer possession of the premises with any other person or assign, transfer, change or otherwise alien-ate his interest in the premises till all the installments along with the interest are fully paid.
9. That in the event of determination of this agreement due to default in payment of any installment or ground rent etc. or otherwise, the allottee shall be liable to pay 10% of premium of land as service charges.
10. The allottee shall, until and unless all installments and its interest thereof are fully paid, keep and maintain all the building and structure of the shop in good order and condition and preserve them and make good all damages whether accidental or otherwise and at all times allow the Corporation/Department or its officials to inspect the same whenever demanded. In the event of the shop being damaged or destroyed beyond repairs by fire or any other cause, the allottee shall nevertheless remain liable for and pay the Corporation/Department of remaining installments and interest thereof due.
11. The allottee(s) shall not carry out any further construction over and above the existing structure except in accordance with the municipal by-laws and with prior permission of the Corporation/Department.
12. The allottee(s) shall not transfer, sell, assign nor encumber of subject the shop or suffer any decree or order of any court whereby the shop or any portion thereof may be attached or charged, encumbered or otherwise seized or taken in execution nor composition with his or editors until and unless all the installments and interest thereof are full paid and written approval of the department had been obtained.
13. Any time concession or indulgence granted or shown on part of the Corporation/ Department will not prejudice its rights under this agreement.

SCHEDULE ABOVE REFERRED TO

Description of structure of the transferred premises:

- (i) All that ground/first floor brick built shop/stall/show window/fuel depot/platform. _____, _____ Market, New Delhi.
- (ii) _____ share in the staircase _____ in the common passage and _____ share in the lavatory block.
 Bounded by _____ in the East
 Bounded by _____ in the West
 Bounded by _____ in the North
 Bounded by _____ in the South

In witness where of the parties here in to have set their hands to his agreement the day month and year first above written.

Witness No. 1 _____
Witness No. 2 _____

Admn. Officer/ASSISTANT COMMISSIONER
LAND & ESTATE DEPARTMENT
for and on behalf of THE COMMISSIONER, South D.M.C

Witness No. 1 _____
With his residential address

Witness No. 2 _____ With his residential address

(Signature of the party of the other part)

UNDERTAKING

(To be submitted by the person in whose name ownership is sought on non-judicial stamp paper of Rs.10/- duly attested by First Class Magistrate.)

I,.....S/o, W/o, D/o Sh.
.....,R/o.....
.....do hereby undertake as under-.

1. That I shall pay to SOUTH DELHI MUNICIPAL CORPORATION, immediately on demand, such amount as may be demanded by it on account of arrears of ground rent and /or interest thereon, in respect of commercial shop/stall/show window/commercial flat (*strike off whichever is not applicable) bearing No.at.....
2. That I shall pay to SOUTH DELHI MUNICIPAL CORPORATION, immediately on demand, such amount, as may be demanded by it on account of maintenance/service charges.
3. That I shall pay, within such time such additional sum/sums towards Conversion Charges, as may be demanded by Lessor, SOUTH DELHI MUNICIPAL CORPORATION, in consonance with revision in Circle Rates by GNCTD prior to the date of execution of Conveyance Deed.
4. That on my failure to pay any sum referred above the compensation of lease hold rights into free hold rights in respect of the above referred property shall be deemed to be null and void and the Lessor/Authority shall be entitled to recover the same as arrears of land revenue with retrospective effect.
5. That if it is found by SOUTH DELHI MUNICIPAL CORPORATION, or any other Local Authority, at any point of time, that the above referred property or any part thereof is being used for the purposes other than the specified in the lease deed architectural control, in violation of the Master Plan of Delhi, I shall, forthwith stop such use.
6. That SOUTH DELHI MUNICIPAL CORPORATION shall be at full liberty to impose penalty, remove the violations, if any, at my cost.
7. That shall abide by the directions issued to me in this regard by the North Delhi Municipal Corporation.
8. That all the documents submitted by me are signed by genuine persons.
9. That no court case /stay order etc. is pending against the said property.

..... day of2013.....

Lessee/Allottee/ Purchaser

In the presence of,

- 1.....
- 2.....

SELF ASSESSMENT SHEET FOR CONVERSION ETC.

1. Application No.

2. DETAILS OF PROPERTY
(Score off paras not applicable)

A. For Plots:

- 1. Plot area in Sq.mtr.
- 2. Locality of the plot
- 3. Permissible built up area in Sq.mtr.....
(in case of commercial plot)

B. For BUILT UP SHOPS/COMMERCIAL FLATS

- 1. Shops area in Sq.m.
(as in the allotment cum demand letter)
- 2. Locality.....

3. CONVERSION CHARGES

- 1. (As per Annexure A&B)
(to be mentioned in Column.19 of the Application Form)

4. SURCHARGE:

In case the freehold right are sought in favour of person other than the original lessee(s)/allottee(s)

A copy of duly registered sale deed with penalty of Rs 3000/- per annum towards non intimation of sale with unearned increase of 50% as applicable.

5. TOTAL OF CONVERSION CHARGES & SURCHARGE

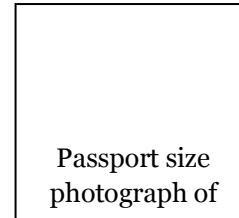
Total of Column (3) + (4) above=Rs._____

(N.B- to be mentioned in Col.21 of the Application Form.)

APPLICATION FOR GRANT OF OWNERSHIP RIGHTS

To

The Dy. Commissioner,
Land & Estate Department,
SOUTH DELHI MUNICIPAL CORPORATION,
7th floor, SPM Civic Centre,
JL Nehru Marg, New Delhi – 110 002.



Sir,

With reference to your recent advertisement in the Press, I request that ownership rights in respect of Shop/Stall/Show Window/Com. Flat No.____, _____ Market, Delhi/New Delhi, may kindly be granted to me. The necessary details are given below:

1. Full Name of the Applicant (in block letters) : _____
2. Location/address of the shop/stall/
show window/com. flat/fuel depot
for which ownership is being applied : _____

3. Present residential address : _____

4. Permanent residential address : _____

5. Nationality : _____
6. Under which category the applicant falls :
 - (a) Whether original allottee : Yes/No
 - (b) Whether the Shop/Stall/Show Window/
Com. Flat stands regularized in his/her
name on the basis of partnership deed,
etc. documents on or before 31-08-2000 : Yes/No
 - (c) Whether the applicant was in bonafide
and undisputed possession of the shop/
premises on or before 31-08-2000 and
still authorizedly running business
from there. : Yes/No

(d) Documentary proof:

(Attested photocopies of documents to be enclosed in support of actual possession)

- | | | |
|---|---|--------|
| i. Shop Registration Certificate | : | Yes/No |
| ii. Partnership Deed | : | Yes/No |
| iii. Dissolution Deed | : | Yes/No |
| iv. No Objection from the bonafide allottee | : | Yes/No |

I hereby accept the terms and conditions under which the SOUTH DELHI MUNICIPAL CORPORATION has decided to confer ownership rights including payment and all arrears against the premises, revised licence fee and any other charges from the date(s) fixed by the Dept. from time to time.

Enclosures:

- (1)
- (2)
- (3)
- (4)
- (5)

Yours faithfully,

Signature of the applicant

Date: _____

Place: _____

Verification/identification by respective Market Association and Federation of Markets Association

Signature & seal of
President/Secretary

Market Association

Signature & seal of
President/Secretary

Market Association

Note: *Photograph should be attested by a gazette officer/First Class Magistrate on the front.
*Affidavit on a non-judicial stamp paper of Rs.10/- attested by a First Class Magistrate.

ANNEXURE - O

SOUTH DELHI MUNICIPAL CORPORATION
LAND & ESTATE DEPARTMENT
E-BLOCK, 7TH FLOOR, SPM CIVIC CENTRE,
JL NEHRU MARG, NEW DELHI-110 002

NO. _____

DATE: _____

To,

Smt./Shri
Shop/Stall/Flat No.
.....
New Delhi.

Sub: Grant of ownership rights in respect of Shop No.,
..... Market, Delhi/New Delhi.

Sir/ Madam,

Please refer to this Office letter No. dated on the subject cited above and to request you to submit following documents:-

1. Affidavit duly attested by First Class Magistrate regarding your present and permanent address.
2. Affidavit duly attested by First Class Magistrate regarding no unauthorized construction/encroachment in the said premises.
3. Two photographs & Election I-Card/PAN Card/Passport towards ID Proof, duly attested by Gazetted Officer.
4. Present Occupancy proof (self attested photocopy of latest paid BSES/MTNL Bill).
5. Attested photocopy of Permanent Account Number.
6. Hire Purchase Agreement/Indemnity Bond/Undertaking.
7. Bank Draft of Rs.....
8. Affidavit duly attested by First Class Magistrate as to no other person/persons has/have ever raised any claim/objection of your possession of the shop.
9. Affidavit duly attested by First Class Magistrate to the effect that you have no other shop in your name.
10. To appear before A.O./A.C./A.D.C. (L&E) along with the original documents on the day intimated for the purpose.
11. In case of death of the allottee, please furnish the Death Certificate in original and no objection from the remaining legal heirs.
 - All Affidavits must be on Rs. 10/- stamp paper.
 - Payment will be accepted only after submission of the requisite documents.

Yours faithfully,

ASST. COMMISSIONER
LAND & ESTATE DEPARTMENT

Annexure 'P'

SOUTH DELHI MUNICIPAL CORPORATION
LAND & ESTATE DEPARTMENT
E-BLOCK, 7TH FLOOR, SPM CIVIC CENTRE,
JL NEHRU MARG, NEW DELHI:-110 002

No. _____

Date: _____

To

.....
.....
.....
.....

Sub: Grant of ownership rights on lease hold basis of Shop/Stall/Show Window/Com. Flat
No. in Market, Delhi/New Delhi.

Dear Sir/Madam,

It has been decided by the SOUTH DELHI MUNICIPAL CORPORATION to grant lease hold rights of land underneath the premises of Shop/Stall/Com. Flat/Show Window No. in Market, New Delhi and conveyance of super-structure standing thereon to you on the execution of lease and conveyance deeds as in the proforma prescribed by the SOUTH DELHI MUNICIPAL CORPORATION and on your registering the same with the Sub-Registrar Delhi/New Delhi as your own cost. This offer is subject, *inter-alia*, to the following terms and conditions:-

- (a) The land under Shop/Stall/Com. Flat/Show Window will be on lease for 99 years.
- (b) Payment to be made in lump sum of Rs. being the premium for the land.
.....
.....
- (c) Payment to be made in lump sum of Rs. being the replacement cost of the structure minus depreciation.
- (d) Arrears of licence fee along with damages if any and licence fee/damages arrears as detailed below and interest @ 12% on the arrears to be cleared. The rate of licence fee/damages recoverable from the dates mentioned against each is as under:
 - (i) Licence fee/damage Rs. P.M. from to
 - (ii)
 - (iii)
 - (iv)
 - (v)
 - (vi) Any additional charges to be recoverable: _____.
 - (vii) Interest on (i) to (.....) above upto Rs.
- (e) Licence fee is being revised w. e. f. You will be required to clear the dues as and when the revised rates are intimated. Please give an undertaking to this effect as in enclosed proforma.
- (f) Submit an affidavit sworn before a First Class Magistrate that there is no unauthorized construction/encroachment in the premises and if any such irregularity is noticed later, you will remove the same whenever you are directed to do so and that in case of failure to do so the offer will be treated as withdrawn and you will be liable to such action as may be deemed necessary.

- (g) Payment of annual ground lease rent at the rate of 2.5% of the cost of land as in (b) above which works out to Rs..... No representation in this regard will be entertained. The annual ground rent is subject to revision.
- (h) The annual ground lease rent shall be required to be paid in half yearly installments in advance, i. e. between 1st Jan and 15th January and 1st Jul and 15th July each year irrespective of the fact whether the same have been demanded or not and in case of your failure to make payment of ground lease rent on due dates or not and in case of your failure to make payment of ground lease rent on due dates you will render yourself liable to pay interest at such rates as SOUTH DELHI MUNICIPAL CORPORATION may fix from time to time for the period the ground rent is delayed from the date if fell due.
- (i) You shall not be entitled to sub-divide the premises or to transfer the whole or part thereof by sale/mortgage/gift or otherwise the said premises or building erected thereon or any part thereof without obtaining prior approval in writing of the SOUTH DELHI MUNICIPAL CORPORATION.
- (j) 50% unearned increase will be required to be paid to the SOUTH DELHI MUNICIPAL CORPORATION in advance at the time of each assignment or transfer.
- (k) No addition and alteration in the premises will be carried out without the approval of the L & E Dept. of SOUTH DELHI MUNICIPAL CORPORATION.
- (l) The SOUTH DELHI MUNICIPAL CORPORATION shall also have the right to revise the annual ground lease rent after every successive period of 30 years.
- (m) You will not be allowed to encroach upon the common services areas including the common verandah or passage or staircase or any other place meant for common use or to raise construction of any sort or place goods thereon so as to obstruct the common use thereof. You will pay maintenance charges for the common services places as may be prescribed from time to time.
- (n) You are liable to pay licence fee/damages till full payment as in (b), (c) and (d) above is made.

The right to grant lease or refuse ownership of superstructure of Shop/Stall/Com. Flat/Show Window referred to above to any person/body is reserved by the SOUTH DELHI MUNICIPAL CORPORATION and no representation on that account shall be entertained.

If the above terms and conditions are acceptable to you, you are requested to send your **UNQUALIFIED CONSENT** in writing immediately together with two separate Bank Drafts one in respect of arrears and another in respect of premium of land plus cost of structure as referred to in para-1 above drawn in favour of the **COMMISSIONER, SOUTH DELHI MUNICIPAL CORPORATION** within 60 (Sixty) days from the date of issue of this letter, failing which the offer hereby made will stand withdrawn and cancelled without any further reference to you.

You are also required to furnish Income-Tax Clearance Certificate and Permanent Account No. _____

In case you desire to make payment of Capitalized value in installments, then please collect the Hire Purchase Agreement proforma from this Office and complete the other requisite formalities.

Yours faithfully,

ASST. COMMISSIONER
LAND & ESTATE DEPARTMENT

Annexure 'Q'

AFFIDAVIT

(To be submitted on non-judicial stamp paper of Rs.10/- duly attested by a First Class Magistrate).

**I/We _____, S/o; W/o.; D/o. _____,
R/o. _____ do hereby undertake as under-.**

That I/we am/are the allottee/licencee(s) in physical possession of _____ measuring _____ sq.m. bearing No.____, _____ Market, _____, New Delhi.

That there is no unauthorized construction/encroachment in the premises.

That the site/key plan has been duly prepared by a registered architect.

That there is no case pending in any court of law in respect of the aforesaid property.

That the use of the aforesaid property, as prescribed in the terms and conditions of licence deed is commercial and the trade is as per terms and conditions of Licence Deed.

The up to date Licence Fee and CV (Capitalized Value) have been paid in respect of the above referred property.

That the contents of accompanying application for conversion from licence to leasehold in respect of the above referred property are true and correct and the documents annexed thereto are genuine.

DEPONENT

VERIFICATION:

Verified on this _____ day of _____ 2013 that the contents of the above affidavit are correct to my knowledge and belief. Nothing contained herein is untrue and nothing material is concealed therefrom.

DEPONENT

