

DRAFT IMPLEMENTATION PLAN

(Suggestive Template)

Broad Implementation Plan (to be submitted by Consortium along with the application for undertaking Development)/ Final Layout Plan – Amended (to be submitted by the Consortium after issue of Final Entitlement Certificate (FEC))

Land Policy- 2018

In respect of Sector No. -- Zone --- , Delhi

(TO BE ANNEXED WITH THE CONSORTIUM AGREEMENT)

1. INTRODUCTION :

- i. Delhi Development Authority (DDA) incorporated the Land Policy 2018, notified by Central Government vide S.O 5220 (E) dated 11.10.2018 in the Master Plan of Delhi and notified its Regulations-2018 vide S.O 5384 (E) dated 24.10.2018 for operationalization of the Policy. Expression of willingness for participation under the Policy was invited from the willing landowners to pool their land under the Land Pooling Scheme as per the notified Land Policy and Land Pooling Regulations on the DDA web portal launched on 5.2.2019.

- ii. Based on the DDA Notice No. _____ dated _____ informing the constituent land owners of pooled land measuring _____ falling in sector _____, Zone _____ to form the **Consortium** on fulfilling the eligibility criteria for participation in the Land Pooling Scheme as per the Eligibility Clause 4 of the Land Pooling Regulations -2018, the constituent land owners have entered into a Contract Agreement on _____ and formed a Consortium to jointly undertake the planning and development of _____ Ha pooled land in the Sector No _____ of Zone ---which is -----percentage(%) of the total land of..... Ha in the sector, as per provisions of the Land Policy and the Regulations. The Consortium is applying / applied to DDA for undertaking unified planning, servicing and subdivision/share of land or any other defined action as per prescribed norms and guidelines of Land Policy and its Regulations for the development in the sector wherein DDA will prepare a Plan at sector level specifying the 40% of pooled land (---Ha), which is required for development of city level physical

infrastructure, roads, industrial, recreational and PSP facilities and location of the 60% of pooled land (-----Ha) available for development by the Consortium/ Developer Entities (DEs).

- iii. In response to our application submitted (CAN _____) and in accordance with Clause 7 (I) & (II) of the Regulations, DDA has issued Final Entitlement Certificate (FEC) **Number _____ for pooled land measuring _____ ha. in Sector __, Zone __** along with the final approved Sector Plan specifying the distribution and location of the land measuring _____ ha in the Sector retained by the Consortium which is to be utilized for development of residential, commercial, public and semi-public facilities as per the provisions of the notified Land Policy/Development control norms in the MPD, the Land Pooling Regulations, 2018 and the terms and conditions of the Provisional Entitlement Certificate (PEC) No _____.
- iv. As per the Contract Agreement agreed by and between the Parties, the Broad Implementation Plan submitted to DDA along with Consortium Application _____(CAN _____) shall not be construed or termed as final agreement by and between the Parties and the Consortium shall submit an amended Implementation Plan after obtaining the Final Entitlement Certificate indicating the area and location in respect of the 60% land retained by the Consortium from DDA. Accordingly, the amended Implementation Plan is to be submitted at the time of applying for approval of the detailed Layout Plan of the land measuring _____ Ha retained by the Consortium.

2. Broad Objectives of the Implementation Plan

- A. As per the clause 2(XIII) of the Regulations 2018, an Implementation Plan means the plan submitted by the Consortium, which shall include the following: -
- (1) Details of **re-distribution of developed land/ built space** amongst the landowners, or any other **form of fair exchange** as decided, through a valid contract agreement in accordance with law.
 - (2) Details of those landowners/group of **landowners who wish to undertake development separately as Developer Entities,**
 - (3) **Share of EDC** that will be paid by respective DE's and

- (4) **Strategy for watch and ward of 40% land** on behalf of DDA, to be surrendered (free of encumbrances) as and when required by DDA/Service Providing Agencies (SPA) for development of city level infrastructure.

B. The other objectives envisaged are: -

- (1) Mention strategy for sharing the revenue required for Internal Development Charges (IDC) for development of internal roads and other related infrastructure such as laying of water supply lines, power supply infrastructure, sewage treatment, water treatment, parking, rain water harvesting etc in the 60% land retained by the Consortium
- (2) Strategy for preparation of layout plans and execution of the works.

3. Consortium Details

Registration No., Final Entitlement Certificate, detailed location of Sector along with boundary, total poolable land, village(s) involved etc. further details to be given: -

S No.	Particulars	
1.	Zone	
2.	Sector No.	
3.	Delhi Development Authority's Notice No.	_____ dated _____
4.	Land Measuring: Cumulative Pooled Land (in Ha)	_____ (Ha.)
5.	Application details such as date of application, application No	
6.	Name of Consortium	
7.	Consortium Registration No	
8.	Registered office at	
9.	Represented herein by its Authorized Signatory	Sh./Smt. _____ (name)
10.	PAN number of Authorized Signatory	
11.	Communication address	
12.	Date of issue of Final Entitlement Certificate Number and Certificate Number	
13.	Name of Village(s)	
14.....	Other relevant details	

4. Details of DE's (Individual land owners/group of land owners/ Developer/ Promoter/ business/ Corporate entity): - Here the Consortium will mention land details Developer Entity (DE) wise and in r/o those land owners who are not part of DEs. The respective share shall also be mentioned.

Developer Entity (DE)/Land owner	Constituent Land Parcel (Please indicate UANs)	Land Details				
		Village	Rectangle No.	Khasra No.	Area in bighas /Biswas	Area (in Ha)
DE1						
DE2						
DE3						
....n						

Note :

The Developer Entity (DE) shall be as per the definition given in Clause 2 (V) of the Regulations 2018.

The Developer Entity (DE) can be any entity/person who can be registered as a promoter under the RERA 2016 (see section 2(zk) read with 2(zg) of the RERA 2016).

5. Land Use Distribution as per Sector Plan 60: 40, Sector Plan of DDA

Clause 19.4(ii) of the Land Policy gives the land use split on a 40:60 basis (DDA: Consortium). Accordingly the Implementation Plan to indicate: -

The Land use distribution between DDA and Consortium as per the Sector Plan is as follows.

Land Use	DDA (minimum 40% share)	Consortium (Maximum 60% share)
Gross Residential	Nil	--- Ha (53%)
Commercial	Nil	---- Ha (5%)
Industrial	----- Ha(4%)	Nil
Recreational	----- Ha(16%)	Nil
PSP Facilities	----- Ha (8%)	----Ha (2%)
Roads and Circulation	----- Ha (12%)	Nil

Show land details in the GPS co-ordinates and boundaries delineation.

6. THE DEVELOPMENTAL STRATEGY FOR THE SECTOR BY THE CONSORTIUM

1. The Consortium will design, develop, construct and market the project as a whole with a unified mutually agreed design for residential, commercial and PSP areas/built-up space. All members of consortium will hold undivided share in the land of the Consortium in proportionate to their share of land pooled. (enclose schedule defining share of DE's/ Landowners not part of any DE)

OR

The Consortium will only design the project as a whole with a unified mutually agreed design for residential, commercial and PSP areas/built-up space. Thereafter, each DE will design, develop, construct market at their own net residential land/ Commercial/ PSP and will be the shareholder

in the land in Common facilities (neighborhood level facilities) and roads and city level commercial/ PSP facilities (if pooled).

2. The profits accrued out of the sale and rental property will be shared by the shareholders/land owners in proportionate to their share of land pooled.

Note: *The above options are only suggestive and Consortium can work out any type of arrangement/option in consultation with the Consortium members in accordance with provisions of law.*

3. Redistribution of share of developed land/built space amongst Land Owners/DE's: -

- (i) Mention the criteria/formula adopted/ mutually agreed procedure devised for redistribution of share amongst the members in terms of land parcel (amongst the DE's), built space (amongst the land owners who are not part of any DE's) or any other form of fair exchange as decided by Consortium/DE's after due consultations with the member of DE's/Landowners shall be mentioned, along with copy of amended agreement.
- (ii) The Implementation Plan must clearly mention that the Plan has been mutually agreed by all DE's/Land owners and an agreement in this regard is to be attached delineating the rights, duties and liabilities of all the parties.
- (iii) The mutually agreed Implementation Plan shall have following details about the final reconstituted plot/ Built-up space or any other form of fair exchange as per the mutually agreed terms between the constituent members of the consortium and the approved layout plan of the 60% land retained by the Consortium:

Developer Entity (DE)	Share of the DE**			Share of EDC (in %)	Location of land/ built up space to be mentioned as bounded by --- in North/East/, West/ and South mentioning the unique identification number and the land mark /GPS Coordinates
	Share of Developable land (in %) and in Sq. mtr	Share of the Total buildable area (in %) and in sq. mtrs			
		Residential	Commercial	PSP	

						etc.
DE1	a. b. c.n	a. b. c.n	a. b. c.n	a. b. c.n	a. b. c.n	
DE2						
DE...n						

Note:

** The new reconstituted share/plot/built up space of DE's will be arrived based on the detailed layout plan/sub-division of Gross Residential Area indicating the land requirements for provision of local facilities as per MPD which will have to be met equitably by all land owners/DE's. This may result in altering the share of net residential plot/built up space of DE's vis-a-vis provisions of the Policy.

This excludes the area reserved in the sector plan for provision of city level infrastructure falling under roads, greens , PSP's that are to be surrendered to DDA/SPA as and when required.

(iv) Payment of EDC: - External Development Charges (EDC) means the charges to be paid by Developer Entity/ Consortium towards the cost of constructing, laying and installing the public infrastructure and services including inter-alia roads, water supply, sewerage and drainage system, electricity supply and greens falling under minimum 40% land etc.

(v) EDC shall be applicable on the entire area of the pooled land to cover the actual cost of providing city level infrastructure. The EDC does not include contribution towards internal development works.

7. Details of DE's formed of multiple land owners who intend to undertake development separately: -

(i) Here the **names of all such DE's** shall be mentioned who intend to undertake the development separately. While doing so an agreement shall be executed amongst the members of a DE.

(ii) The core of any agreement has to spell out the distribution of share amongst the members of a DE entering into an agreement in terms of land parcel/ built-up space or any other fair form of exchange as mutually decided and delineating the duties, rights and liabilities of the parties by an agreement, and all models mentioned above shall spell out this aspect.

- (iii) A DE must mention in their duly executed agreement/instruments about the time bound transfer of land/ built-up space to their constituent members as per the mutually agreed formula and procedure duly recorded in the agreement and the share of EDC and Internal development charges (IDC) among each member/Share holder in a company/joint venture or a consortium.

8. Detailed Layout Plan of the 60% land retained by Consortium in the Sector.

Submitted in CAD and pdf showing GPS co-ordinates / other specified format

The Layout Plan should indicate the following:

- (1)** Location of residential, commercial, public and semi-public plots/units & facilities in compliance with all terms and conditions as set out in the Policy/Regulations.
- (2) Utilization of Gross Residential Land (---- ha) by Consortium**
 - a. Population to be accommodated - ----- persons in the sector.
 - b. Total Dwelling units planned.
 - c. EWS population and Dwelling Units covered.
 - d. Net Residential Land (55% of Gross Residential) – ---- Ha.
 - e. Maximum number of DUs which can be provided -----
 - f. Area required for Neighborhood Level facilities as per MPD 2021 and Neighborhood level roads – ---- Ha.
- (3) Development Options: Give details inter-alia of following: -**
 - a) **Residential Plots - or Group Housing**
 - i. If Group Housing Net Residential.....ha.
 - ii. With FAR of 200, total built-up space -----
 - iii. Give details of Floor Space – ----- sqm (----- ha)-----
 - b) Average size of dwelling units – ---- sqm
 - c) Additional FAR of 15% for EWS – ----- sqm.
 - d) Size of Dwelling Unit – --- sqm
 - e) Number of EWS units – -----
 - f) EWS to be sold to DDA – ----- Nos
 - g) To be retained by Consortium - ----- Nos .
- (4)** All neighbourhood level facilities as per the Master Plan (as prescribed in the MPD, table 4.2) and additional development controls. Sub- division of Gross Residential areas and provision of facilities located for city level shall be as per clause 19.4(iii) of MPD 2021

- (5). Location and size of reconstituted plot/built space as per the mutually agreed Final Implementation Plan and built space (amongst the remaining constituent landowners).

Developer Entity (DE)	Constituent Land Parcels Unique Application Number (UAN*)	Name of Land Owner /s	Original Area (Ha.) /(sqm.)	Reduced Share in Ha	Reduced area (in sq. mts	Area contributed in common areas	Reconstituted Plot No with Location details, GPS coordinates/ site maps	Permissible BUA in sq. mts (FAR -200)
DE1	a. b. c.n	a. b. c.n						
DE2								
DE...n								

9. Phasing of the Project and Execution Strategies and Schedule:

- i. Here the implementation plan shall give details of the action plan and strategy for the preparation of the layout plan, the consultative process adopted with the consortium members. The criteria and rationale for carving out the land parcels for the residential/commercial and PSP purposes, demarcation of the boundaries of the individual land parcels are/is to be rationale.
- ii. It may mention the various steps and their time -lines from commencement to completion through the various working groups/support teams/ consultants for preparation and execution of the sector plan on 60% of the reconstituted land.
- iii. The phasing of the project with time lines.
- iv. Allocation of roles and duties to its management committees/support teams. The appointment of contractor/developer and the process for selection of contractor/developer/consultants/experts.

- v. The arrangement and management of expenses for preparation of documents and execution of plans.
- vi. The Implementation Plan also to mention time bound transfer of the share of built up space/land to constituent landowners/DEs, development of the prescribed built up space/dwelling units for EWS housing component as per the Clause 19.4(vi) of Land Policy.
- vii. Schedule for the return to DDA of 50% of plots earmarked for neighbourhood level health and education facilities within the Gross residential use (53%) in a sector for the allotment to Govt. agencies/ Departments.
- viii. The detail estimates for development of facilities as per norms for providing infrastructure will be prepared and all consortium partners will finance such expenses proportionately. An escrow account will be created for this purpose.
- ix. All consortium members will bear the proportionate cost of EDC, development cost of land retained by the Consortium, construction cost of EWS component, all administrative costs including watch and ward of DDA land.
- x. Common areas will be developed, managed and maintained by the Consortium as a common property of the Consortium.

10. Development / Construction of Neighborhood facilities, Internal Development Charges (IDC) and creation of Escrow account: -

- i. The Implementation Plan shall clearly spell out the ways for planning and execution of the neighborhood facilities i.e open spaces roads and services , Internal development of common areas, percentage of land to be given for development of internal roads within sectors (between various land parcels and developments), construction of all internal roads and other related infrastructure such as water supply lines, power, rain water harvesting, sewage treatment plants, water treatment plants, parking facilities falling in the 60% of the land, as per mutually agreed terms and conditions between the DE's and Consortium.
- ii. The Consortium shall spell out the ways and rationale of collecting, managing and disbursement of funds. Also the Consortium shall hire technical, operational and managerial persons or set up committee to supervise and implement the Internal Development plan.
- iii. An escrow account has to be created separately /exclusively for IDC and its operation and management has to be spelt out. The plan should mention the schedule of payments of expenses incurred for the development.

11. Maintenance Plan of entire Sector

- i. A long term plan to be prepared at Consortium level or at DE's level as decided mutually for maintaining the area and all neighborhood level facilities i.e open spaces, roads and services etc., till the area is handed over to the local body responsible for maintenance, the deficiency charges if any, shall also be borne by the DE/ Consortium at the time of handing over of the service to the Urban Local Body (ULB).
- ii. The Consortium and DE's have to spell out the terms and condition and strategy for collecting the requisite funds for deployment of personnel/ machines /technical skills for operations and management.

12. Watch and Ward Plan of entire Sector:

- i. A strategy to be spelt out for watch and ward of land (40% of the pooled land) which is to be surrendered as and when required to DDA/service providing agencies as the Consortium shall be responsible for ensuring that the pooled land is free from all encroachments/ encumbrance till final distribution as per the approved layout plan/ PDL. Further, all encumbrances/ encroachments on the land retained by Consortium at a later date shall not be responsibility of DDA.
- ii. Initially the land owners whose land has been earmarked in the 40% land which has to be surrendered by the Consortium to DDA/Service providing agency shall be responsible for watch and ward of the said land.
- iii. Once the Provisional Development License is issued to the Consortium, then the respective DEs will be responsible for the watch and ward of 40% land whose land abuts the adjoining said land.
- iv. The consortium shall prepare overall plan for watch and ward and protection of the 40% land as same would be required for development of city level infrastructure and hand over the ownership and vacant physical possession of minimum 40% of the pooled land free from any encroachment, encumbrance or construction of any nature whatsoever to DDA/ Service Providing Agencies (SPA) for infrastructure and other development.
- v. The Implementation Plan should also mention about the time schedule, measurement of land parcels , verifications and handing over of land mechanism of the 40% pooled land to DDA.

13. Governance Structure of the Consortium.

- i. The Consortium shall devise and lay down clearly and elaborately the governance structure of the Consortium in its agreement and in its Implementation Plan for executing the

development in the Sector as per the prescribed provisions/terms and condition. The Governance structure may inter-alia describe the roles of the General Assembly/ Body/ Management Committee, Chairman, Executive Board, Support teams etc.

- ii. The Agreement should spell out the general operational procedures for the consortium bodies, representation in a meeting, convening the meetings, sending the meeting agenda, adding the meeting agenda, voting rules and quorum of the meeting, minutes of the meeting, decisions taking process and decision matters between General Body/ Management Committee/Executive Board. Appointment and role of Convenor/Coordinator, appointment of any external advisory expert etc.
- iii. Financial procedures and accounting procedures and creation and utilization of funds etc. for the development of sector (common areas / development undertaken by the consortium) and maintenance of the sector till handed over to the ULB and for the payment of deficiency charges etc. Budgeting and payment process so that the consortium functioning is transparent and accountable.

14. Miscellaneous

All the activities delineated in the Implementation Plan are to be carried out by the Consortium in consonance with the Land Policy, Land Pooling Regulations, MPD, RERA and other Laws in force.

15. Enclosures:

- 1. Sector layout plan with integrated planning carried out by the Consortium
- 2. Agreements of DEs
- 3. Calculation Sheets of EDC/ IDC
- 4. Any other documents.

Disclaimer:

This Implementation Plan drafted by DDA is only a suggestive template and the Consortium may prepare its own detailed Implementation Plan as per their own understanding and in accordance with the Land Policy and Land Pooling Regulations-2018 and applicable Laws, after following due consultative process amongst its members.

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(LAND POOLING CELL/DDA)
