



Delhi Development Authority

DDA's Adoption of Parks Policy 2019

Proposal for Voluntary Adoption of DDA Parks by Agencies

- *Avsit-* Upgradation and Maintenance of Park
- *Sakal-* Maintenance of Park
- *Devansh-* Maintenance of a Portion of Park
- *Igati-* Facility installation and its maintenance

Landscape and Environment Planning Department

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Any other supporting documents like the ones as mentioned below would be included after due approval from VC, DDA

- Deliverables of Technical Proposal
- Legal Memorandum of Understanding for Construction/ Installation
- Assessment Criteria for quarterly status report
- Format: Quarterly status report to be submitted by monitoring team
- List of supporting documents to be submitted along with application
- On Site Completion Report to be put up for Technical Approval

DDA's Adoption of Parks Policy: 2019

1.0 Introduction

The DDA's Adoption Park Policy, 2019 Scheme envisages adoption of certain DDA parks by willing agencies for development and maintenance, while the land ownership continues to rest with DDA.

2.0 Adoption Scheme Types

The parks are available for adoption under the following four scheme types

2.1 AVSIT: Up-gradation and Maintenance of Park

The infrastructure of the identified park would be upgraded by the adopting agency as per Landscape Plan approved by DDA, and subsequently maintain the same as per prescribed standards.

2.2 SAKAL: Maintenance of Park:

The adopting agency would maintain park that has already been developed by DDA, to match the prescribed standards of maintenance.

2.3 DEVANSH: Maintenance of a Portion of Park:

An identified portion of park, developed by DDA, would be maintained by the agency to match the prescribed standards.

2.4 IGATI: Facility installation and maintenance:

Features like art work installation, public facility, water ATMs, park furniture, swings, dustbins etc. may be installed in the identified park by the adopting agency, and further maintain it as per prescribed standards.

*Names of the schemes have been taken from Sanskrit to provide relent identity to each while reflecting the essence of each scheme as **Avsit**: Total; **Sakal**: Complete;*

***Devansh**: Part of Gods; **Igati**: Installation*

3.0 Eligibility of the Agency desirous of Adopting a DDA Park:

An agency can adopt a park- full with upgradation, complete, partial or installation -as prescribed in para 2.0 above, under the DDA Adoption Policy, 2019, if it fulfills any of the following criterion: –

- The agency is a Corporate Body or Company registered under the Companies Act 2013
- The agency is a Societies duly registered under the Societies Registration Act 1860.
- The agency is a Public Sector Undertaking, Authority/ Board constituted under the Government.
- Trust registered under Indian Trust Act 1882
- Residents Welfare Associations duly registered under the Societies Registration Act 1860 or DDA Management and Disposal of Housing Estates Regulations, 1968.

4.0 Eligibility of DDA Parks Available for Adoption

DDA Parks will be available for adoption for maintenance with up-gradation, only maintenance, maintenance of a portion of all DDA greens larger than three acres. RWAs may be offered parks of any size that are in the walkable vicinity of their own residential complexes only. Clause of minimum size criteria of 3 acres will not be applicable to Public Sector Undertaking, Authorities / Boards constituted under the Government.

5.0 Permissible Facilities in the Adopted Park

- 5.1 Technical Landscape proposal of up-gradation of the park, if not already upgraded, will be approved by DDA as per AOP Policy, 2019.
- 5.2 The fact that the park is being maintained by the adopting agency can be displayed near all entrances, on a display board of 560mmx840mm. The display shall clearly specify that the park belongs to DDA, and the agency has adopted the same.
- 5.3 The agency will have the right to fix sign boards of 100mm x150mm size on installation like dustbin, furniture, shelter, toilets within the park. The signage shall clearly specify that the agency has adopted/ is maintaining the installation.
- 5.4 The agency is permitted to use the adopted Park for organizing public events like flower shows, etc. with the prior approval of DDA for a maximum period of 20 days in a year. The agency shall seek prior approval of DDA for any fee being charged for such an event, if any. Cultural activities would be allowed only at locations with open air amphitheaters. The agency shall not permit the adopted Park to be used for organizing private functions.
- 5.5 Provision for upkeep and maintenance of adequate number of toilets by the adopting agency may be ensured.
- 5.6 Provision for adequate temporary kiosks, yoga spaces and children play areas be made available by the adopted agency.
- 5.7 DDA will have the right to access the premises at all times and organize any of its official activities in the adopted park or portion of the park. Unhindered access to public facilities for the general public is to be ensured.
- 5.8 Any new installation or infrastructure enhancement proposed by the agency in the adopted park shall be taken up by the agency after prior approval of DDA.
- 5.9 Facilities or installations open for adoption under *Devansh* and *Igati* Schemes may not be bound or separated from the rest of the park. However, sign boards specifying the adoption of the entity can be displayed.
- 5.10 Examples for Partial adoption under *Devansh* (only maintenance) are maintenance of existing toilet, repair of existing pathways, upkeep of specific plantation like rose garden, bougainvillea garden, seasonal, etc.; Water body cleaning; Waste management system; etc. Examples for Partial adoption under *Igati*: Installation/ Construction and Maintenance of portion of park are Public facility; Open gym; Play equipment; Park furniture: benches, dustbins and shelters; Sewage Treatment Plant; Drinking water ATMs; Specific plantation: rose garden, bougainvillea garden, seasonal, etc.; Public Art;

Lights; Water harvest mechanism; Water remediation. These lists are only suggestive and not exhaustive.

6.0 Prescribed minimum standards

Besides the development as per the satisfaction of DDA, the agency shall maintain the park to ensure the following.

- 6.1 Pathways, planters, toe walls are maintained and timely repaired, if required.
- 6.2 Regular and timely disposal of garbage and other wastes from the park as per prevalent MCD norms.
- 6.3 No labor hutments or any other un-wanted structure to exist in the park.
- 6.4 Install and maintain 01 unit open multi gymnasium.
- 6.5 Provide park furniture @01 shelter/05 acres, 04 benches/acre and 04 dustbins/acre of innovative ecofriendly material.
- 6.6 Provision and upkeep of zero waste toilet facilities near major entrances, with regular cleaning and maintenance as per required schedule.
- 6.7 Drinking water facilities to be made available near entrances and as per requirement.
- 6.8 Number of Malis deputed on site should be at least @01 Mali/acre
- 6.9 Water economic plantation to be implemented.
- 6.10 Rain water as surface run off to be harvested wherever possible.
- 6.11 The high maintained lawn, shrubbery and tree plantation to be logically proportioned as per approved planting plan.
- 6.12 Dedicated seasonal beds to be made available as per design and at least two seasonal changes to be ensured.
- 6.13 Lighting to accommodate solar lighting distributed as approved lighting scheme.
- 6.14 Proposal for regular irrigational methods to be made and implemented.
- 6.15 Measures for security of the parks be made.
- 6.16 Public art installation to be encouraged.
- 6.17 Provision of temporary Kiosks for sale of relevant commodities may be explored.

7.0 Duration of Adoption

The Park would be available for adoption initially for a period of 03 years, after which adoption would be extended further in installments of 03 years with the due approval of DDA. The DDA would base the extension on the quarterly reports by the concerned monitoring team constituted by DDA. The park will be given for adoption under the policy for a maximum period for 12 years or till it is under the jurisdiction of DDA in case of handing over of park to Local Authorities, whichever is earlier.

8.0 Competent Approving Authority

The proposals would be reviewed and approved by a Committee constituted by Vice Chairman, DDA comprising of the following officers:

i	Principal Commissioner, Landscape and Horticulture	Chairperson
ii	Additional Commissioner, Landscape	Member
iii	Director, Landscape	Member, Secretary
iv	Director, Horticulture (South-East)	Member
v	Director, Horticulture (North-West)	Member
v	Representative of Accounts Department	Member
vi	Representative of Legal Department	Member

9.0 Procedure for Adoption

9.1 Submission of Proposal

Any eligible agency, willing to adopt a DDA park under this scheme, may submit their initial proposal as per application format provided, along with the requisite supporting documents. The application may be submitted on the DDA official website. (LINK) The application received would be processed by the office of Member Secretary, AOP / Director (Landscape), Landscape & Environmental Planning Department, 11th floor, Vikas Minar, New Delhi-110002.

9.2 Eligibility Verification

The application received would be referred by Member Secretary, AOP to Horticulture Department for joint site inspection with agency, site verification and recommendations; to Planning Department for land use verification; and Legal Cell for verification of agency documents with regards to its eligibility.

9.3 Approvals

The observation of the Horticulture, Planning and Legal Department would be put up for the review of the Committee by Member Secretary, AOP for an initial in-principal approval of the proposal.

9.3.1 In case of *Sakal* and *Devansh* schemes, where only maintenance is to be taken up by the agency, approval would be granted by the DDA, based on the recommendations of Horticulture department, subject to eligibility verification from Planning and Legal branches.

9.3.2 In case of *Avsit* and *Igati* Schemes, where the up-gradation and/or installation is also being done by the agency, approval would be granted as three stages

i. Initial approval, as explained in para above, based on the recommendations of Horticulture department, subject to eligibility verification from Planning and Legal branches. If approved, the agency would be issued a letter of initial approval.

ii. Subsequently, the agency would submit their technical and maintenance proposals for the up-gradation and/or installation at the office of Member Secretary, AOP Director (Landscape), Landscape & Environmental Planning Department, 11th floor, Vikas Minar, New Delhi-110002. The proposal deliverables are attached.

- iii. The design proposal would be reviewed by a technical sub-committee constituted by the main Committee for that particular project. For smaller installations, the sub-committee would give its recommendations to the Committee for Technical Approval. However, in case of larger projects, the sub-committee would get the proposals approved by the DDA Screening Committee before it recommends it to the Committee for approval. The Committee's decision of Technical Approval to the project in both cases would be conveyed to the agency, subsequent to which Horticulture Department can hand over the site to the agency through a Memorandum of understanding and the agency can start construction on site. The timelines of completion of project would be based on the proposal and would form a part of the Memorandum of Understanding.
- iv. Concerned Deputy Director, Landscape and Horticulture would visit the ongoing project as and when required, in co-ordination of the agency to ensure development as per the approved plan. The final agreement of adoption would be subject to timely completion of construction of project as per approved design and recommendation of concerned Deputy Director, Landscape and Deputy Director, Horticulture, after commissioning of the project.

9.4 Finalization of agreement

- 9.4.1 In case of *Avsit* and *Igati* Schemes, where two levels of technical approvals are required, a letter of technical approval would be issued by Member Secretary to the agency authorizing the agency to go ahead with the on-site construction. A Memorandum of Understanding would be signed between the Horticulture and agency after the Technical Approval. Further, when the project is commissioned after completion of construction, the legal contract would be signed between the Horticulture Department and the agency.
- 9.4.2 For *Sakal* and *Devansh* schemes, where only maintenance is being proposed by the agency, the agreement would be signed between Horticulture Department and the agency.

10.0 Monitoring Mechanism

- 10.1 A three-member team of Concerned Deputy Director, Landscape; Deputy Director, Horticulture and Executive Engineer will review the maintenance of the adopted park and submit a quarterly status report, certified by concerned Director Horticulture to Member Secretary. The report should be supported by relevant on-site photographs.
- 10.2 The quarterly status report would be based on criterion of assessment formulated by DDA.
- 10.3 Regular monthly supervision of the adopted park by concerned SO, Horticulture will continue besides the adoption mechanism.

- 10.4 The concerned SO, Horticulture will be responsible to keep a watch regarding Terms & Conditions of the Agreement being strictly adhered to by the agency and any violation on the part of the agency shall be reported to the concerned AD or DD, Horticulture to be brought to the notice of DDA. Reporting of any irregularity noticed or public complaint may be independent of the quarterly report.
- 10.5 The adopted park would be monitored through a Control-cum-Monitoring Center governed by Horticulture Department through closed network cameras.

11.0 Security Deposit

- 11.1 The adopting agency shall deposit interest free security amount, calculated as per rule and conveyed by Member Secretary after approval of the DDA, through DDA's on-line payment portal. The security amount shall be refunded back to the agency once the period of agreement has expired and park has been handed over back to DDA to the satisfaction of the concerned Deputy Director, Horticulture. In case of any damage or termination of the agreement, the security amount shall be forfeited. For *Avsit and Sakal* Schemes, the security amount shall be calculated as follows:

Up to 1 hectare of park	Rs.1.00 lac
Park with area 01to10 hectare	Rs. 0.50 lac per hectare + 1.00 lac
Park with area more than 10 hectare	Rs. 0.25 lac per hectare + Rs. 5.50 lac

- 11.2 Security Deposit for *Devansh* and *Igati* schemes would be case specific and would be decided by the DDA according to the scale of the proposal.
- 11.3 In case of RWA's, it would be mandatory for the Association to operate through a separate bank account for matters of the adopted park.
- 11.4 In case of Corporates, the CSR fund can be operated for this purpose.
- 11.5 The agency has to provide financial commitment for one-time up-gradation of the park and its subsequent maintenance as applicable.

12.0 Agreement

The agreement, as per applicable format for specified Scheme, would be executed between the authorized representative of the adopting agency and the concerned Deputy Director, Horticulture.

13.0 Termination of Agreement

- 13.1 In any event of non-adherence to any clause of terms and condition of agreement, a Show Cause Notice will be issued by DDA through the concerned Deputy Director, Horticulture. 10% of amount of security will be fined, if the issues dealt in Show Cause Notice are not attended to in 15 days' time.
- 13.2 DDA reserves the right to terminate the agreement after issuing a Show Cause Notice through the concerned Director, Horticulture; this being the exit clause.
- 13.3 In case of termination or on expiry of agreement, all assets (movable and immovable) with lock, stocks and barrel, including the installations made by the adopting agency, shall vest in DDA.

13.4 In case of any damage or upon termination of the agreement, security amount shall be forfeited.

14.0 Parks adopted under earlier AOP schemes

All Adoption cases would now fall under Adoption of Park, 2019 scheme and would be reviewed accordingly to comply with norms. The total duration of adoption would be considered afresh as per the new policy. Agency which has adopted a park under earlier scheme would be considered as fresh applicant under new Policy even though they have completed 12 years as per earlier policy.

Annexure

DDA's Adoption of Parks 2019
APPLICATION FORMAT

DETAILS OF AGENCY DESIROUS OF ADOPTING THE DDA GREEN/ PARK

1. Name of Adopting Agency:
2. Registered Address:
3. Registration Number:
4. Type of Adopting Agency (Please tick any one of the following)

Sr.	Type of Agency	Tick any one	Registration Certificate (Attach attested copy)
1	Corporate Body or Company registered under the Companies Act 2013		
2	Societies duly registered under the Societies Registration Act 1860.		
3	Public Sector Undertakings		
4	Trust registered under Indian Trust Act 1882		
5	Residents Welfare Associations duly registered under the Societies Registration Act or DDA Management and Disposal of Housing Estates Regulations, 1968		

5. Brief note on activities of the agency including similar activities, like maintaining park or green areas, performed by the agency, if any (*not more than 500 words*)
6. Annual balance sheet of adopting agency for last three financial years. (*attach a copy*)
7. Financial commitment for one-time development, its subsequent up gradation and maintenance.

DETAILS OF PARK CONSIDERED FOR ADOPTION

1. Name of the DDA Park
2. Location of the Park (*please attach key plan*)
3. Area of Park in Acres
4. Adjacent boundaries of the Park
 - a. Northern
 - b. Southern
 - c. Eastern
 - d. Western

5. In Case of adoption by RWA

Is the park located in the vicinity of your residential Society? (Yes/No)

6. Type of Adoption proposed (Please tick any one of the following)

Up-gradation and Maintenance of Park	Avsit	
Maintenance of Full Park	Sakal	
Maintenance of a Portion of Park	Devansh	
Facility installation and its maintenance <i>Please specify Installation proposed</i>	Igati	

7. Concept Idea explaining the intent, one-year Action Plan and supporting site photographs of existing conditions

8. Advertisement proposal, if any

9. Maintenance schedule

10. Security proposal and schedule

11. Detailed inventory as on date of application

- a. Boundary wall (length and description)
 - b. Pathway (length and material)
 - c. Number and Location of Entry Gates
 - d. Water source
 - e. Drinking water facilities, if any
 - f. Toilet facilities, if any
 - g. Open multi gymnasium, if any
 - h. Shelters
 - i. Dustbins
 - j. Planters (area and material)
 - k. Park furniture, if any
 - l. Light fixtures and numbers
 - m. Signage
 - n. Number of mature trees
 - o. Status of greenery
 - p. Any other features
 - q. Encroachments, if any
12. Total Station Survey copy, at a minimum scale of 1:500, complete with information to be included in the inventory.

Authorized Signatory
for the agency
Date

DDA, Adoption of Parks 2019
LEGAL CONTRACT FOR MAINTENANCE

AGREEMENT

This Agreement is made and executed at New Delhi on between 'Delhi Development Authority' through its authorized signatory, party of the First part (hereinafter referred to as "DDA").

and

M/s a Corporation / Company / PSU / RWA incorporated under the..... having its registered office at through its authorized signatory, party of the Second Part (hereinafter referred to as "Adopting Agency").

The expression Party of the First Part and Second Part shall mean and include their respective heirs, successors, assigns, etc.

- A. Whereas the second party desires to adopt DDA green/ park at herein referred as M/o and D/o land. In this regards approval on file No. has been accorded by the first party. Accordingly the second party has submitted a Demand Draft/ Pay Order No..... dated....., for Rs., drawn on bank. The original of agreement shall be retained by DDA and adopting agency shall be given a copy of the same.
- B. That in case of any breach or violation of any terms and conditions of this agreement for the maintenance and development of the said green/ park, the agreement shall stand terminated and the decision of VC/DDA or any other officer empowered by him in this behalf shall be final. However, before the initiation of termination proceedings the adopting agency would be given Show Cause Notice.
- C. That in the event of termination of agreement prior to agreed period or on expiry of agreement period, all assets (moveable and immovable) lock, stocks, and barrel etc., shall vest in DDA.
- D. That if at any point of time during the validity/ existence of the agreement some issue arises which are not mentioned in the Terms & Conditions of the Agreement, then for those residual action/ issues, the Committee constituted for the purpose will take appropriate decision and the decision of the Committee shall be final and binding upon the adopting agency.

The agreement is being executed on the following terms & conditions:

1. That the park (.....specify area) shall be given for adoption to the adopting agency for its upkeep and maintenance, while the ownership continues to rest with DDA.
2. That the adopting agency shall develop and maintain the said DDA green/ park to the satisfaction of competent authority of DDA or the Committee as per the terms and conditions contained in this agreement.

3. That the adopting agency shall not utilize or permit to be utilized the said DDA green/ park for any other purpose whatsoever except to maintain it as a green/ park. The agency shall ensure that no encroachment is made in the green/ park.
4. That the ownership, control, possession and supervision of said DDA green/ park shall remain with DDA and the adopting agency shall prominently display that the said park is a DDA park. The fact that the park has been permitted to be maintained by the concerned agency can be displayed at a specified place restricted to the main portion after approval of the Committee. The adopting agency will only have the right to put up hoarding/ display board, of specific size and inscription.
5. The agency shall not have any right, title or interest in the greeneries of the said DDA green/ park, nor shall it ever be deemed to have possession or be considered as being conferred with any right, title or interest in respect of, over, in or upon the said greeneries of the park, except the permission to maintain and develop the said park for a specified period.
6. That the adopting agency shall bear the entire costs and expenses of the development and maintenance of the said DDA Park.
7. The agency is permitted to use the adopted Park for organizing events like flower shows, etc., with the prior approval of DDA for a maximum period of 20 days in a year. The agency shall seek prior approval of DDA for any fee being charged for such an event, if any. Cultural activities may be permitted at locations with open air amphitheater.
8. DDA will have the right to access the premises and organize any of its official activities in the adopted park or portion of the park. In no case will parking in parks be handed over to the agency.
9. That the said DDA green/ park shall be open to the general public without any restraint, entry fee or prohibition whatsoever. The agency shall use the land of the said DDA green/ park only for development and maintenance of the green/ park and shall not transfer the maintenance and development of the green/ park to any other person, society, company, department, organization etc. The agency shall not enter into sub-agreement for maintenance etc. with others.
10. The agreement will initially be for a period of 03 year, after which it can be extended further in installments of 03 year after the approval of the Committee. Outer limit of adoption of all cases shall be 12 years. The total duration of old adoption would be considered afresh as per the new policy.
11. A three-member team of Concerned Deputy Director, Landscape, Deputy Director, Horticulture and Executive Engineer will review the maintenance of the adopted park and submit a quarterly status report, certified by the concerned Director, Horticulture to Member Secretary. The report would be supported by relevant on-site photographs. Such status reports will also be considered while examining the case for further extension of the agreement. *The S.O. (Hort.)/AD supervision in the park will be there even after handing*

over the park to the adopting agency. The concerned AD/SO Hort. will be responsible to keep the watch that the Terms & Conditions of the Agreement are strictly adhered to by the adopting agency and any violation on the part of adopting agency shall be reported to the DD Hort./ Committee for initiating necessary action. The monitoring of the adopted park will also be done through web camera and other IT enabled mechanism. Non-compliance on the part of DDA officials shall be viewed seriously and due action will be taken against such erring officers/officials.

12. The concerned AD/SO Hort. will be responsible to keep the watch that the Terms & Conditions of the Agreement are strictly adhered to by the adopting agency and any violation on the part of adopting agency shall be reported to the DD Hort./ Committee for initiating necessary action.
13. That in the event of termination of agreement, prior to agreed period or on expiry of agreement period, all assets (movable and immovable) lock, stocks and barrel, including the installations made by the adopting agency, shall vest in DDA.
14. That the agency shall not remove or cut any plant, tree etc. including any other item from the said DDA green/ park.
15. That in case the agency wants to install any infrastructure facilities like tube well, pipeline, etc., the agency shall not do so without prior written permission of the Committee and the expenses thereof shall be borne by the agency itself. The agency shall not claim any money, compensation or loss for the same at the time of expiry or termination of the agreement and the same shall become the property of DDA.
16. That the agency shall bear the electric, water and other expenses for running and operating the green/ park and pay the bills directly to the authorities concerned in the name of DDA.
17. That the agency shall not be entitled to allow any other person/ agency to develop the said green/ park or any part thereof. In the event of winding up of the agency or agency becoming insolvent or dissolved, if it is a partnership firm/ company, the agreement for maintenance and development of green/ park shall stand terminated automatically and the transferees or assignees etc. of the agency shall not be entitled to continue with the development and maintenance of the said DDA green/ park and shall not claim any right, title or interest in the said DDA green/ park.
18. That the agency shall be responsible for all damages or loss of property of the said DDA green/ park and shall be liable to make good any loss or damages that may be sustained by DDA, except those due to normal wear and tear or such as caused by storms, earthquake or any other natural calamity beyond its control. The decision of the Vice Chairman, DDA or any other officer authorized by him in this behalf, with regard to the extent and quantum of compensation to be paid to DDA, shall be final and binding upon the agency.

19. That all disputes and differences arising out of or in any way touching or concerning the agreement, regarding maintenance and development of the said DDA green/ park otherwise herein before provided for shall be referred to sole arbitrator to be appointed by Vice Chairman, DDA or his nominee in accordance with the provisions of Arbitration and Conciliation Act, 1996 (as amended up to date). The award of the arbitrator so appointed shall be final and binding upon the parties.
 20. That the agency shall also abide by all the instructions and orders issued by DDA from time to time.
 21. While development and maintenance of greens/ parks, the adopting agency shall comply with the bye-laws/ rules/ regulations/ Acts relating to the subject matter and shall not violate any order/ directions of the Hon'ble Supreme Court, High Court, NGT, etc. If the agency violates any such orders/ directions, they will be subjected to the appropriate necessary action as per existing rules/ orders/ guidelines governing the issue.
 22. That in case the agency wants permission to develop and maintain only a part of the said DDA green/ park, then the part park shall not have any separate entry thereof.
 23. The interest free security deposit from the agency shall be deposited in form of demand draft/ pay order in the name of Delhi Development Authority and shall be refunded on expiry of the period of agreement after peaceful handing over of the green/ park to DDA to the satisfaction of the concerned officer. **In case of any damage or upon termination of the agreement, security shall be forfeited.** The security amount to be deposited by the agency will be calculated as follows:
 - Up to 1 hectare - Rs. 1.00 lac
 - 1 hectare to 10 hectare - Rs. 0.50 lac per hectare + 1.00 lac
 - More than 10 hectare- Rs. 0.25 lac per hectare + Rs. 5.50 lac
- That in case the agency wants permission to develop and maintain only a part of the said DDA green/ park, then the part park shall not have any separate entry thereof.
24. **In any event of non-adherence to any clause of Terms and Conditions of Agreement by adopting agency, a Notice will be issued through the concerned Deputy Director (Hort.). 10% of amount deposited as security will be forfeited, if the issues raised in Notice are not addressed/ resolved in 15 days' time by the adopting agency. DDA reserves the right to terminate the agreement after issuing a Show Cause Notice through the concerned Deputy Director (Horticulture), this being the exit clause.**
 25. That the stamp duty payable for the execution of this agreement of maintenance and development of the said DDA green/ park shall be borne by the agency and the DDA shall in no case be liable for the same.
 26. That the agency shall not use the flowers, fruits, plants etc. from the green/ park for sale or for any commercial use and agency is responsible to keep the green/ park free from all encroachments/ encumbrances/ misuse etc.

27. That DDA will not be responsible or liable for paying any compensation or damages to the agency in case of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The DDA shall also be free to remove or clean the land from all the features created by the agency on termination of the agreement.
28. That DDA shall have no liability (civil or criminal) in respect of any claim of third person against the agency in connection with development and maintenance of the said DDA green/ park.
29. That DDA shall have right to post its *chowkidars*/supervisors in the said DDA green/ park at its discretion and its officers/ authorized representatives shall have access to the said DDA green/ park or any part thereof at all hours and agency shall have no objection whatsoever for the same.
30. That DDA shall be free to use the said DDA green/ park for any purpose whatsoever and the agency shall not raise any objection to it on any grounds whatsoever.
31. That DDA shall be competent to dispose off or sell the timber, trees and other forest produce of the said DDA green/ park, being the owner thereof.
32. Besides the development and maintenance of the park, the agency shall
 - Maintain the pathways, planters, toe walls, etc.
 - Regularly remove garbage and other wastes.
 - Ensure no labor hutments or any other un-wanted structure in park.
 - Provide dustbins and toilet facilities with regular maintenance as per approval.
 - Ensure cleaning and maintenance of new and existing toilets as per approved schedule.
 - Provision of temporary Kiosk for sale of relevant commodities as per approval
 - Install 01 unit open multi gymnasium as per approval.
 - Provide for Yoga spaces and adequate Children Play Areas.
 - Provide park furniture @01 shelter/05 acres, 06 benches/acre and 04 dustbin/acre as per approved sample.

For Delhi Development Authority
Authorized Signatory

For Agency
Authorized Signatory

Witness:

1. *Signature:*
Address
I.D.Proof
2. *Signature:*
Address
I.D.

DDA, Adoption of Parks 2019
TERMS AND CONDITIONS

1. That the adopting agency shall develop and maintain the said DDA green/ park to the satisfaction of competent authority of DDA or the Committee as per the terms and conditions laid herein under.
Adoption to be offered under two sub-heads – “Adoption of Complete Park” or “Partial Adoption of specific facilities within a Park.”

2. That the agency shall not utilize or permit to be utilized the said DDA green/ park for any other purpose whatsoever except to maintain it as a green/ park. The agency shall ensure that no encroachment is made in the green/ park.

In partial modification, adopting agency will have the right to put up the hoarding / display board with a specific size of inscription on installation like dustbin / furniture / shelter / toilet as per approval by the Committee.

3. That the ownership, control, possession and supervision of said DDA green/ park shall remain with DDA and the agency shall prominently display that the said park is a DDA park. The fact that the park has been permitted to be maintained by the concerned agency can be displayed at a specified place restricted to the main portion after approval of the Committee. The adopting agency will only have the right to put up hoarding/ display board, of specific size.
4. The agency shall not have any right, title or interest in the greeneries of the said DDA green/ park, nor shall it ever be deemed to have possession or be considered as being conferred with any right, title or interest in respect of, over, in or upon the said greeneries of the park, except the permission to maintain and develop the said park for a specified period.
5. That the agency shall bear the entire costs and expenses of the development and maintenance of the said DDA Park.
6. The agency is permitted to use the adopted Park for organizing events like flower shows, cultural activity, etc. with the prior approval of DDA for a maximum period of 20 days in a year. The agency shall seek prior approval of DDA for any fee being charged for such an event, if any.
7. DDA will have the right to access the premises and organize any of its official activities in the adopted park or portion of the park.
8. That the said DDA green/ park shall be open to the general public without any restraint, entry fee or prohibition whatsoever. The agency shall use the land of the said DDA green/ park only for development and maintenance of the green/ park and shall not transfer the maintenance and development of the green/ park to any other person, society, company, department, organization etc. The agency shall not enter into sub-agreement for maintenance etc. with others.

9. The agreement will initially be for a period of 03 year, after which it can be extended further in installments of 03 year after the approval of the Committee. Outer limit of adoption of all cases to be 12 years. The total duration of adoption would be considered afresh as per the new policy.
10. Deputy Director, Horticulture will review the maintenance of the said DDA green/ park at a regular interval of 06 months and submit the status report to the Committee after certification by the concerned Director, Horticulture. Such status reports will also be considered while examining the case for further extension of the agreement.
11. *The S.O. (Hort.)/AD supervision in the park will be there even after handing over the park to the adopting agency.* The concerned AD/SO Hort. will be responsible to keep the watch that the Terms & Conditions of the Agreement are strictly adhered to by the adopting agency and any violation on the part of adopting agency shall be reported to the DD Hort./ Committee for initiating necessary action. The monitoring of the adopted park will also be done through web camera and other IT enabled mechanism. Non-compliance on the part of DDA officials shall be viewed seriously and due action will be taken against such erring officers/officials.
12. That in the event of termination of agreement, prior to agreed period or on expiry of agreement period, all assets (movable and immovable) lock, stocks and barrel, including the installations made by the adopting agency, shall vest with DDA.
13. That the agency shall not remove or cut any plant, tree etc. including any other item from the said DDA green/ park.
14. That in case the agency wants to install any infrastructure facilities like tube well, pipeline, etc., the agency shall not do so without prior written permission of the Committee and the expenses thereof shall be borne by the agency itself. The agency shall not claim any money, compensation or loss for the same at the time of expiry or termination of the agreement and the same shall become the property of DDA.
15. That the agency shall bear the electric, water and other expenses for running and operating the green/ park and pay the bills directly to the authorities concerned in the name of DDA.
16. That the agency shall not be entitled to allow any other person/ agency to develop the said green/ park or any part thereof. In the event of winding up of the agency or agency becoming insolvent or dissolved, if it is a partnership firm/ company, the agreement for maintenance and development of green/ park shall stand terminated automatically and the transferees or assignees etc. of the agency shall not be entitled to continue with the development and maintenance of the said DDA green/ park and shall not claim any right, title or interest in the said DDA green/ park.
17. That the agency shall be responsible for all damages or loss of property of the said DDA green/ park and shall be liable to make good any loss or damages that may be sustained by DDA, except those due to normal wear and tear or such as caused by storms, earthquake or any other natural calamity beyond its control. The decision of the Vice Chairman, DDA or any other officer empowered by him on his behalf, with regard to the extent and quantum of compensation to be paid to DDA, shall be final and binding upon the agency.

18. That all disputes and differences arising out of or in any way touching or concerning the agreement, regarding maintenance and development of the said DDA green/ park otherwise herein before provided for shall be referred to sole arbitration by Vice Chairman, DDA or his nominee. There will be no objection to any such appointment, that the arbitrator so appointed is a government servant or that he had to deal with the matter of which this indenture refers and that during the course of his duties as such government servant has expressed view on all or any other matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding upon the parties.
19. That the agency shall also abide by all the instructions and orders issued by DDA to it from time to time.
20. While development and maintenance of greens/ parks, the agency shall comply by-laws/ rules/ regulations/ acts relating to the subject matter and shall not violate any order/ directions of the Hon'ble Supreme Court, High Court, NGT, etc. If the agency violates any such orders/ directions, they will be subjected to the appropriate necessary action as per existing rules/ orders/ guidelines governing the issue.
21. That in case the agency wants permission to develop and maintain only a part of the said DDA green/ park, then the part park shall not have any separate entry thereof.
22. The interest free security deposit from the agency shall be deposited in form of demand draft/ pay order in the name of Delhi Development Authority and shall be refunded on expiry of the period of agreement after peaceful handing over of the green/ park to DDA to the satisfaction of the concerned officer. **In case of any damage or on termination of the agreement, security shall be forfeited.** The security amount to be deposited by the agency will be calculated as follows:
 - Up to 1 hectare - Rs. 1.00 lac
 - 1 hectare to 10 hectares - Rs. 0.50 lac per hectare + 1.00 lac
 - More than 10 hectare- Rs. 0.25 lac per hectare + Rs. 5.50 lac
 - In case of RWAs, it would be mandatory for the association to operate through a separate bank account for matters of the adopted park. In case of Corporates, the bank account could be governed as its CSR fund.
 - The agency adopted has to provide financial commitment for one-time development of the park and its subsequent upgradation and maintenance.
23. **In any event of non-adherence to any clause of terms and condition or agreement, a Show Cause Notice will be issued through the concerned Deputy Director (Hort.). 10% of amount deposited as security will be fined, if the issues dealt in Show Cause Notice are not adhered to in 15 days' time. DDA reserves the right to terminate the agreement after issuing a Show Cause Notice through the concerned Deputy Director (Horticulture), this being the exit clause.**
24. That the stamp duty payable for the execution of the agreement of maintenance and development of the said DDA green/ park shall be borne by the agency and the DDA shall in no case be liable for the same.

25. That the agency shall not use the flowers, fruits, plants etc. from the green/ park for sale or for any commercial use and agency is responsible to keep the green/ park free from all encroachments/ encumbrances/ misuse etc.
26. That DDA will not be responsible or liable for paying any compensation or damages to the agency in case of any loss caused by theft, fire and natural calamities, riots or for any other reason whatsoever. The DDA shall also be free to remove or clean the land from all the features created by the agency on termination of the agreement.
27. That DDA shall have no liability (civil or criminal) in respect of any claim of third person against the agency in connection with development and maintenance of the said DDA green/ park.
28. That DDA shall have right to post its *chowkidars*/supervisors in the said DDA green/ park at its discretion and its officers/ authorized representatives shall have access to the said DDA green/ park or any part thereof at all hours and agency shall have no objection whatsoever for the same.
29. That DDA shall be free to use the said DDA green/ park for any purpose whatsoever and the agency shall not raise any objection to it on any grounds whatsoever.
30. That DDA shall be competent to dispose off or sell the timber, trees and other forest produce of the said DDA green/ park, being the owner thereof.
31. Besides the development and maintenance of the park, the agency shall
 - Maintain the pathways, planters, toe walls, etc.
 - Regularly remove garbage and other wastes.
 - Ensure no labor hutments or any other un-wanted structure is permitted.
 - Provide dustbins, drinking water and toilet facilities as per approval.
 - Ensure cleaning and maintenance of toilets as per approved schedule.
 - Provision of temporary Kiosk for sale of relevant commodities as per approval
 - Install 01 unit open multi gymnasium as per approval.
 - Provide park furniture @01 shelter/05 acres, 06 benches/ acre and 04 dustbins/ acre as per approved sample.

DDA, Adoption of Parks 2019
SERVICE LEVEL AGREEMENT

1. The adopting agency shall submit the list of inventories prepared by a joint inspection with Deputy Director, Horticulture or his nominee at the time of taking over the green/ park for adoption.
2. The adopting agency shall clean the green/ park adopted by it within 15 days of taking over the green/ park for adoption.
3. The adopting agency shall maintain all greens/ parks, including watering of all trees, plants, shrubs and grass within one month of taking over the green/ park for adoption and thereafter.
4. The adopting agency shall plant and maintain suitable seasonal plants every three months, and prepare an inventory of the said plantation to be submitted to the concerned Dy. Director (Hort.).
5. The adopting agency shall repair the boundary wall, swings, shelter, benches, and lights within one month of taking over the green/ park for adoption and execute all the features as proposed in their application and get it approved by the Committee within 06 months of handing over of the green/ park.
6. The adopting agency shall ensure the toilets are cleaned twice daily and remain open for public use.
7. The adopting agency shall ensure removal of garbage on a daily basis.
8. The adopting agency shall ensure environmentally friendly disposal of garden waste.
9. The adopting agency shall ensure the toilets are well lit and provide replacement of bulb/tube/LED within 14 hours of reporting of any fault.
10. The adopting agency shall maintain a complaint register at a conspicuous place at the green/ park.
11. The adopting agency shall display its e-mail id and mobile number for registering complaints, if any, by the public/user.
12. The adopting agency shall employ such number of gardeners, sweepers, security guards etc. as required or directed by Deputy Director, Horticulture and felt necessary for well maintenance of the adopted green/ park. Adopted agency shall provide financial commitment for one-time development of the park and its subsequent upgradation and maintenance.
13. The adopting agency shall pay the water and electricity bill by the due dates directly to the concerned authorities.
- 14. In any event of non-adherence to any clause of terms and condition or agreement, a Notice will be issued through the concerned Deputy Director (Hort.). 10% of amount equivalent to security will be forfeited, if the issues raised in notice are not addressed/ resolved in 15 days' time. DDA reserves the right to terminate the agreement and take over the maintenance of the park after issuing a Show Cause Notice through the concerned Deputy Director (Hort.), this being the exit clause. In case of any damage or termination of the agreement, security amount shall be**

forfeited. The adopting agency shall not obstruct in any manner whatsoever, after cancellation of the agreement.

- 15. The adopting agency shall depute labor for example one Mali per acre and the total manpower involved in the maintenance of park to be submitted to the concerned DD (Hort.) and concerned S.O. (Hort.) to keep a check on the same.**
- 16. The adopting agency shall keep a separate account / budget for the maintenance of the park to be submitted to concern DD (Hort.).**

This Service Level Agreement shall be a part and parcel of the Agreement.

DDA, Adoption of Parks 2019
List of Do's and Don'ts

Do's for the agency adopting the green / park

The Adopting Agency:

1. Should prominently display that the said green/ park is a DDA park
2. Will bear the entire costs and expenses on the development and maintenance
3. Will solely be responsible for keeping the said DDA green/ park in a neat and healthy condition
4. Should not use the flowers, fruits or plants, etc. for any commercial use
5. Should open the green/ park for general public without any restraint/ entry fee
6. Should ensure that no encroachment happens in the green/ park
7. Should comply bye-laws/ rules/ regulations/ acts relating to the subject matter and should not violates any orders/ directions of the Hon'ble Supreme Court, High Court, NGT, etc., while development and maintenance of greens/ parks.
8. Is allowed to put up display boards of specified size near major entries.
9. Should bear & pay all running expenses of operating the green/ park.
10. Should develop the green/ park as per approved design and as per Terms and Conditions
11. Can have the features in green/ park as per Terms and Conditions and approved by the DDA.
12. Should submit an action plan of one year at the time of application
13. Will bear the stamp duty payable for the execution of the agreement
14. Has to pay security deposit in the form of bank guarantee as per Terms and Conditions
15. Is permitted to use the green/ park for organizing public functions for a maximum period of 20 days in a year.

Don'ts for agency adopting the green / park

1. It should not transfer the maintenance and development of the green/ park to any other person, society, company, department, organization etc.
2. It should not enter into sub-agreement for maintenance etc. with others
3. It should not permit to hold marriage functions
4. It should not remove or cut any plant, tree, etc. from the green/ park
5. It should not use the green/ park for private functions.
6. The gate and the boundary wall to be constructed by DDA.

DDA, Adoption of Parks 2019 Procedural Flow Chart

