

LII.1(465)/75

To

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The Board of Trustees,  
Congress Bhawan Trust  
C/o All India Congress Committee,  
New Delhi.

Sub: Allotment of land to the Board of Trustees of Congress Bhawan Trust for the construction of office building of the All India Congress Committee New Delhi at Bajendra Prasad Road Institutional area, New Delhi.

...

S/Madam,

I am directed to say that the President is pleased to sanction allotment of a plot of land measuring 4736.1 sq.yds. in Rajendra Prasad Road Institutional area, New Delhi ( as shown in L&DO Plan No. 3261 enclosed), to the Board of Trustees of "Congress Bhawan Trust" for the construction of office building of the All India Congress Committee, New Delhi.

2. The allotment is subject to the terms and conditions as given in the Agreement for Lease and Perpetual Lease which shall also include the following:
- i) The date of allotment of the site will be the date of this letter and all payment in respect of this allotment will become due for payment from this date.
  - ii) The Congress Bhawan Trust shall complete all construction within a period of 2(two) years from the date of handing over of the site in conformity with the architectural ~~and~~ controls provided by Government for the Rajendra Prasad Road Institutional area.
  - iii) The Congress Bhawan Trust shall be required to pay for the land @ Rs.50/- per sq.yds. plus an annual ground rent @ 2½% thereon.
  - iv) The building to be constructed on the plot shall be used by the Congress Bhawan Trust for the purpose of office of the All India Congress Committee only and for no other purpose whatsoever except that a portion of the building may be used for the purpose of residential ~~of~~ the caretaker or watchman of the building.
  - v) The trees, if any, standing on the plot shall remain as Government property and shall not be removed or otherwise disposed off without obtaining the prior permission of this office.
  - vi) The Congress Bhawan Trust shall execute the Lease Agreement and Lease Deed at their own cost.
  - ✓ vii) The Congress Bhawan Trust shall be required to get the plans approved from the Local Body, New Delhi Municipal Committee and then from this office before the commencement of the construction work on the land.
  - viii) The land in question falls under the jurisdiction of the New Delhi Municipal Committee.
  - ix) The Congress Bhawan Trust shall be required to pay half yearly ground rent in advance i.e. on the 15th January and 15th July each year whether the same shall have been demanded or not, and in case of your failure to make the payment of ground rent on due dates will render you liable to pay interest @ ~~2%~~ 8% P.A. for the period the payment of ground rent is delayed from the date it fell due.
  - x) The Congress Bhawan Trust shall pay the depreciated cost of Bunglow No.3 Raisina Road which is Rs. 96,212/- ( Rupees ninty six thousand two hundred and twelve only).
  - xi) The portion of the Road measuring 877.78 sq.yds. and a portion of adjoining land measuring 492.56 sq.yds. will be handed over to the Congress Bhawan Trust after closure of the Raisina Road.
  - xii) In the event of dissolution of the Congress Bhawan Trust the said land

with building erected thereon if any shall be transferred with the prior approval of the President by the Congress Bhawan Trust to an institution/Trust having aims and objects similar to that of the Congress Bhawan Trust failing which it shall revert to the President without payment of any compensation whatsoever.

3. If the above terms and conditions are acceptable to the Congress Bhawan Trust, the acceptance thereof may please be communicated together with a cheque for a sum of Rs. 25,493.25 ( Rs. 23,68,050/- as premium plus Rs. 59,201.25 as yearly ground rent, Rs. 30/- as cost of preparation of Agreement for Lease and Rs. 96,212/- as depreciated cost of Bungalow No.3, Raisina Road as per item No. (\*) above) crossed "Not Negotiable" and drawn in favour of the Land & Development Officer, New Delhi. If no reply is received within 30 days from the date of receipt of this letter, it will be assumed that you are not interested in the allotment and the allotment will be cancelled at your risk.

4. Six copies of the constitution of the Trust may also be furnished to this office.

Yours faithfully,

sd/- U.N. Bhuyan

Dy. Land & Development Officer  
for & on behalf of the President of India

Encl: One plan.

CCO:

Copy to:-

1. Min. of W. & H. New Delhi w.r.t. their letter No. J-13016/1/71-II dt. 5/4.9.75.
2. The CATP, C.P.W.D. New Delhi together with two site plan.
3. Accounts Section.

sd/-

Dy. Land & Development Officer

No. J-13016/1/71-LI  
Government of India  
Ministry of Works and Housing  
(Nirman aur Awas Mantralaya)

....

New Delhi, dated the 21st December, 1976

To

The Land & Development Officer,  
Nirman Bhawan,  
NEW DELHI. ( 2 copies )

Subject: Allotment of additional land to ' Jawahar Bhavan Trust ' for the construction of Office building of All India Congress Committee, New Delhi.

S<sup>r</sup> I am directed to refer to the correspondence resting with your Office U.O. No. LII-1(465)/75, dated the 4th August, 1976, on the subject mentioned above, and to convey the sanction of the President to the allotment of additional land measuring 458.32 sq.yds. ( as marked 1, 2, 3, & 4 in the enclosed plan LDO No. 3176 ) in Dr. Rajendra Prasad Road Institutional area to the following persons constituting the Board of Trustees of ' Jawahar Bhavan Trust ' for holding the properties belonging to the All India Congress Committee in pursuance of a resolution passed by the Congress Working Committee at its meeting held on the 28th May, 1976, namely:

1. Shri D.K. Borooah                      President of All India Congress Committee of Indian National Congress in Office
2. Smt. Indira Gandhi
3. Shri Uma Shanker Dikshit              Treasurer of All India Congress Committee of Indian National Congress in Office
4. Shri Syed Mir Qasim
5. Shri V.P. Naik
6. Shri Siddhartha Shankar Ray
7. Smt. M. Chandrasekhar                General Secretary of All India Congress Committee of Indian National Congress in Office.

2. The land is allotted to the above <sup>a</sup>Jawahar Bhavan Trust for the construction of the Office of the All India Congress Committee of the Indian National Congress in New Delhi on usual terms and conditions, which shall

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include the following:

- i) The Jawhar Bhawan Trust shall be required to pay premium for the land at the rate of Rs. 125/- per sq.yl. plus an annual ground rent of 2 $\frac{1}{2}$ % thereon.
  - ii) The Trust shall be required to pay the depreciated cost of the Bungalows Nos. 2&4, Dr. Rajendra Prasad Road, including the cut-houses, as may be assessed by Government.
  - iii) The Trust shall be required to complete the construction of the building in conformity with the architectural surroundings of the area within a period of two years from the date of handing over of the site.
  - iv) The building to be constructed on the land by the Trust for its bona fide use and for all be used purpose whatsoever. If the lessee uses the plot for any purpose other than housing its own offices, prior any permission of the lessor would be necessary, and such permission can be given only by recovering 25% of the gross rent earned.
3. The land in question may be handed over to the Trust after bungalows Nos. 2 & 4, Dr. Rajendra Prasad Road are vacated by the present allottees and all other usual formalities are completed.

Yours faithfully,  
( H.R. Nigam )

Under Secretary to the Govt. of India.

Copy forwarded for information and necessary action to the:

1. Accountant General, Commerce, Works and Miscellaneous, New Delhi. ( 2 copies ).
2. Finance Division ( Lands Unit ), Ministry of Works and Housing, Nirman Bhawan, New Delhi.
3. Town Planning Officer (Lands), Central P.W.D., Nirman Bhawan, New Delhi.
4. Chief Engineer(NDZ), Central P.W.D., Nirman Bhawan, New Delhi, in continuation of this Ministry's endorsement of even number, dated the 18th November, 1976. He is requested to convey the depreciated cost of the Bungalows to the Ministry and Land & Development Office immediately. A copy of the Plan LDO No. 3176 is enclosed herewith.
5. Chief Town Planner, Design Group, Vigyan Bhawan Annexe, New Delhi.
6. Town & Country Planner, Town & Country Planning Organisation, Vikas Bhawan, I.P. Estate, New Delhi. Plan LDO No. 3176 is enclosed.
7. Vice-Chairman, Delhi Development Authority, Vikas Minar, I.P. Estate, New Delhi. A copy of the Plan LDO No. 3176 is enclosed herewith.

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Speed Post

Government of India  
Ministry of Urban Development  
Land & Development Office  
Nirman Bhawan, New Delhi.  
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No. L-II (B)-1(1724)/2007/ 326

Dated: 19-11-07

To  
The Treasurer,  
All India Congress Committee of  
Indian National Congress,  
24, Akbar Road, New Delhi.

**Sub: Allotment of land to the All India Congress Committee of Indian National Congress at pocket-9, Rouse Avenue.**

Sir,

I am directed to convey the sanction of the President of India to the allotment of land measuring 8093.72 sq. mtrs (2 acres) at **pocket-9, Rouse Avenue to All Indian Congress Committee of Indian National Congress** for construction of party office building of **Indian National Congress** on the usual terms and conditions.

2. The allotment will be subject to the terms and conditions to be given in the **Memorandum of Agreement and Perpetual Lease**, which shall also include *inter-alia* the following and also subject to modification of layout plan:-

- (i) The allottee will pay the premium of land @ **Rs. 88 Lakh per acre provisionally plus 2.5% thereof as annual ground rent**. This rate was valid up to 31.3.2000. The allottee shall have to pay difference of premium in case the land rates are revised retrospectively by the Govt. w.e.f. 1.4.2000. The allottee shall submit an undertaking to this effect on a non-judicial stamp paper worth Rs.10/-.
- (ii) The allottee shall pay ground rent half yearly in advance, i.e. on **15<sup>th</sup> January and 15<sup>th</sup> July each year** whether the same is demanded or not

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and in the event of failure to make the payment of ground rent on the due dates they shall pay the interest thereon at the rates stipulated by the Govt. from time to time for the period the payment of ground rent is delayed from the date it falls due.

- (iii) The allotment to the party shall be subject to recovery of all outstanding dues payable to the Directorate of Estates and vacation of the bungalows, if any, unauthorizedly occupied by the party.
- (iv) In case political party is in occupation of Govt. bungalow(s)/Suite(s) in Vithalbhai Patel House for the purpose of their office, they should vacate the same immediately on construction of their office building on the plot of land allotted to them, or within 3 years from the date of taking over vacant possession of the plot, whichever is earlier.
- (v) The building constructed on the allotted land shall be utilized by the political parties for their National level unit as well as other wings/organization of the party. These premises shall be utilized only for office purpose. Sub-letting shall be governed by the instructions/restrictions issued in this regard, for institutional plots.
- (vi) The premises shall not be used for **residential/commercial purpose**.
- (vii) The land shall be allotted on leasehold basis and the allotment shall be made on payment of premium at zonal variant institutional rate prevailing on the date of allotment.
- (viii) The allotments shall not be permitted to be **converted into freehold**.
- (ix) When a political party ceases to exist, the land shall be resumed. However, whenever a political party is divided, the leased land shall pass on to the faction(s) of the party, determined as successor by the Court of Law/the Election Commission. Any other unforeseen situation arising from such an eventuality will be dealt with on case to case basis.
- (ix) The allotment shall be liable to be rescinded/cancelled in the following circumstances:-

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- (a) if the allottee fails to make the payment of premium and ground rent or any other Govt. dues in accordance with the terms of allotment/MOA/Lease Deed;
  - (b) If the party fails to construct the building within the period of three years of handing over of possession;
  - (c) If the premises are put to a use other than the use for which land is allotted/leased;
  - (d) If the allottee violates the building by-laws/other statutory guidelines including the Master Plan; and
  - (e) For violation of any of the conditions specified in the allotment letter or the Memorandum of Agreement or the Lease Deed, which is to be executed subsequently.
- (x) The allottee shall use the land only for the construction of their office and not for any other purpose.
  - (xi) The allottee shall construct their building only after getting their plan approved from the Local bodies/L&DO, DUAC.
  - (xii) The removal of structures/encroachments, if any, will be the responsibility of the allottee.
  - (xiii) The trees, if any, situated on the plot will be the Govt. property and should not be removed without prior approval of the competent authority and L&DO.
  - (xiv) The allottee shall execute the Memorandum of Agreement and Lease Deed at their own cost.
  - (xv) The land in question falls under the local jurisdiction of the MCD.
  - (xvi) The land will be initially given on licence basis by signing a Memorandum of Agreement and the money deposited at the rate mentioned at (i) above will be treated as security and licence fee for due performance of the agreement and when the terms of Memorandum of Agreement are successfully completed within the stipulated time, the land will be given on lease and the security will become the premium and the licence fee shall become the ground rent.

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(xvii) The allottee is required to submit the following documents i.e. Certificate of recognition of party by the Election Commission of India, Memorandum of Articles and Memorandum of Association, List of office bearers, Five years audited account's statements etc.

(xviii) The allottee is required to pay the following amount on account of premium and ground rent:-

A.	Premium (provisionally)	Rs. 1,76,00,000/-
B.	Ground Rent (Provisionally) @2.5% of premium	Rs. 4,40,000/-per annum
C.	Cost of preparation of Memorandum of Agreement	Rs. 100/-
<b>Total</b>		<b>Rs. 1,80,40,100/-</b>

3. If the above terms and conditions are acceptable to the allottee, **the acceptance thereof in writing along with a Bank draft/crossed cheque for Rs. 1,80,40,100/- (Rupees One crore eighty lakh and one hundred only/-) drawn in favour of Land and Development Officer, New Delhi may be sent within 45 days** from the date of issue of this letter, failing which the allotment will be deemed to have been withdrawn and cancelled at their own risk without any notice.

4. The possession of the land will be handed over after completion of all the formalities.

5. This issues with the concurrence of Finance Division vide their Dy.No. 1792-F dated 15.11.2007 (concurred by JS&FA on 19.11.2007).

Yours faithfully,

*SM*  
(H.K. Beniwal)

*of*  
Dy.Land & Development Officer  
For and on behalf of the President of India  
*c*



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Copy to:-

- ~~(1) PS to UDM/PS to MOS (UD)/Sr. PPS to Secretary (UD)/JS(D&L).~~
- ~~(2) Finance Division. M/O: UD.~~
- ~~(3) The Principal Director of Audit, Economic & Service Ministries, AGCR Building, I.P.Estate, New Delhi.~~
- ~~(4) P&AO, M/o U.D., Nirman Bhawan, New Delhi.~~
- ~~(5) VC, DDA, Vikas Sadan, INA, New Delhi.~~
- ~~(6) TCPO, Vikas Bhavan, New Delhi.~~
- ~~(7) Works Division, M/O UD.~~
- ~~(8) Chief Engineer, NDZ-II, CPWD, Nirman Bhawan, New Delhi.~~
- ~~(9) CA, NDR, CPWD, Nirman Bhawan, New Delhi.~~
- (10) Guard File.
- (11) Drawing Section
- (12) Accounts Section
- ~~(13) Chief Town Planner, MCD, Town Hall, Delhi.~~

<sup>01</sup> Dy. Land & Development Officer  
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ISSUED