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Speed Post

Government of India
Ministry of Urban Development
Land & Development Office
Nirman Bhawan, New Delhi.

No. L-II(B)/1(1807)/2011/43

01st March, 2011

To

The General Secretary,
All India Trinamool Congress,
30 B, Harish Chatterjee Street,
Kolkata 700026.

Sub: Allotment of plot Nos. 2 and 3, measuring 1000 sq. m., at Mata Sundari Marg (DDU Marg Institutional Area), Rouse Avenue, New Delhi to All India Trinamool Congress.

Sir,

I am directed to convey the sanction of the President of India to the allotment of land measuring 1000 sq. m. as shown in L&DO Plan No. 3953/1 at plot nos. 2 and 3, at Mata Sundari Marg, (DDU Marg Institutional Area), Rouse Avenue, New Delhi to All India Trinamool Congress for construction of their party office building on 'as is where is basis' 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:-

- (i) The allottee will pay the premium of land @ Rs. 88 Lakhs 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 15th January and 15th July each year whether the same is demanded or not 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.

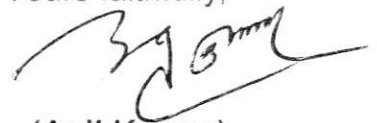
- 63-
- (iv) In case political party is in occupation of Govt. bungalow(s)/Suite(s) in Vithalbhai Patel House for the purpose of their office, they should vacate the same immediately on construction of their office building on the plot of land allotted to them, or within 3 years from the date of taking 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.
 - (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:-
 - (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 etc., 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 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.
- (xvii) The allottee is required to submit the following documents:-
 - (i) Balance sheet and audited account statement for five years preceding the date of application.
 - (ii) Details of the number of bungalow(s) and suite(s) in V.P. House, if any, occupied by the party for their office purpose.
 - (iii) No dues certificate from the Directorate of Estates regarding bungalow(s)/suite(s) occupied by the Party.
 - (iv) A certificate from the Directorate of Estates that the party is not in unauthorized occupation of any bungalow/suite.
- (xviii) The allottee is required to pay the following amount on account of premium and ground rent:-

A.	Premium (provisionally)	Rs.	2174518.00
B.	Ground Rent (Provisionally)	Rs.	54,363.00 P.A
	@2.5% of premium		
C.	Cost of preparation of Memorandum of Agreement	Rs.	100.00
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	Total	Rs.	22,28,981.00

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.22,28,981/- (Rupees Twenty two lakh twenty eight thousand nine hundred and eighty one 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. 395/F/L&DO/AO(L) dated 18.02.2011.

Yours faithfully,



(Anil Kumar)

Dy.Land & Development Officer

For and on behalf of the President of India

Copy to:-

- (1) PS to UDM / PS to MOS (UD)/Sr. PPS to Secretary (UD) / JS(D&L) *h/3/3*
- (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 UD, Nirman Bhawan, New Delhi.
- (5) VC, DDA, Vikas Sadan, INA, New Delhi.
- (6) TCPO, Vikas Bhavan, ITO, New Delhi.
- (7) Works Division, M/O UD.
- (8) Chief Engineer (L-Division), Minto Road, New Delhi.
- (9) CA (NDR), CPWD. Nirman Bhawan, New Delhi.
- (10) Guard File
- (11) Drawing Section
- (12) Accounts Section

Handwritten notes and signatures:
 7/3/11
 07/03/11
 7/3/11
 7/3/11

o/c



Dy. Land & Development Officer

Handwritten notes and stamps:
 (5) (1)
 7/3/11
 3/3/11

Government of India
Ministry of Urban Development
Land & Development Office

330/c

Nirman Bhawan, New Delhi.
Dated, the 20th December, 2013.

No. L&DO/L-II-B-1(1807)/ 49 b)

To

✓ General Secretary,
All India Trinamool Congress
30 B, Harish Chatterjee Street
Kolkata – 700026.

Sub: Allotment of land measuring 1008 sq.mts. at Plot Nos.4 & 5, Pocket-4, DDU Marg, New Delhi to All India Trinamool Congress.

Sir,

In supersession of this office's letter of even number dated 01.03.2011 on the subject mentioned above and with reference to your letter dated 19.12.2011, I am directed to convey the sanction of the President of India for allotment of 1008 sq.mts. of land (as per LDO Plan No. 3963/1) at Plot Nos.4 & 5, Pocket-4, DDU Marg, New Delhi to the All India Trinamool Congress for setting up of its national party office in Delhi on 'as is where is basis' in lieu of earlier allotment of Plot Nos.2 & 3 measuring 1000 sq.mts. at Mata Sundari Road, New Delhi, subject to amalgamation of the two plots.

2. The allotment will be subject to the terms and conditions which shall inter-alia include the following:-

- (i) The allottee will pay the premium of land @ Rs.88 Lakhs 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.
- (ii) The allottee shall pay ground rent half yearly in advance, i.e. on 15th January and 15th July each year whether the same is demanded or not 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 date of allotment will be the date of issue of this allotment letter.
- (iv) 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.
- (v) The possession of the plot will be handed over to the party on 'as is where is basis'.
- (vi) In case political party is in occupation of Govt. bungalow(s)/Suite(s) in Vithalbai 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.

- (vii) 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.
- (viii) The premises shall not be used for residential/commercial purpose.
- (ix) 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.
- (x) The allotments shall not be permitted to be converted into freehold.
- (xi) The political party to whom the land has been allotted will furnish the building plans to the local body within a period of six months after taking over possession of the vacant plot.
- (xii) 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.
- (xiii) The allotment shall be liable to be rescinded/cancelled in the following circumstances:-
 - (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 after the sanctioning of building plans by the local body;
 - (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.
- (xiv) The allottee shall use the land only for the construction of their office and not for any other purpose.
- (xv) The allottee shall construct their building only after getting their plan approved from the Local bodies/L&DO, DUAC.
- (xvi) The removal of structures / encroachments etc., will be the responsibility of the allottee.
- (xvii) The trees, if any, situated on the plot will be the Govt. property and should not be removed without prior approval of the L&DO.
- (xviii) The President of his nominee may at any time inspect the site (land) and the premises thereon with prior notice. Refusal to allow inspection shall amount to violation of the terms calling for suitable action including cancellation of the allotment of land.

- (xix) Non-fulfillment, non-compliance and violation of any of the aforesaid terms and conditions will amount to cancellation of the allotment of land.
- (xx) The allottee shall execute the Memorandum of Agreement and Lease Deed at their own cost.
- (xxi) The land in question falls under the local jurisdiction of the MCD.
- (xxii) 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.
- (xxiii) The allottee is required to submit the following documents:-
- Balance sheet and audited account statement for five years preceding the date of application.
 - Details of the number of bungalow(s) and suite(s) in V.P.House, if any, occupied by the party for their office purpose.
 - No dues certificate from the Directorate of Estates regarding bungalow(s)/suite(s) occupied by the Party.
 - A certificate from the Directorate of Estates that the party is not in unauthorized occupation of any bungalow/suite.
- (xxiv) The allottee is required to pay the following amount on account of premium and ground rent:-

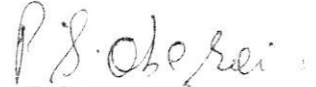
A.	Premium (provisionally)	Rs.21,91,922.00
B.	Ground Rent (Provisionally) @2.5% of premium	Rs. 54,798.00 P.A.
C.	Cost of preparation of Memorandum of Agreement	Rs. 100.00
D.	Total:	Rs.22,46,820.00
E.	Less: amount already paid on 09.03.2011	Rs.22,28,981.00
F.	Total amount payable:	<u>Rs. 17,839.00</u>

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.17839/- (Rupees seventeen thousand eight hundred & thirty nine 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 of Ministry of Urban Development vide their Dy.No.79/CM/12 dated 22.11.2012.


Yours faithfully,


(P.S. Oberoi)

Dy. Land & Development Officer
Tel.No.011-23063613

Copy to:-

1. Vice Chairman, Delhi Development Authority, Vikas Sadan, INA, New Delhi.
2. Pay and Accounts Officer, Ministry of Urban Development, Nirman Bhawan, New Delhi.
3. The Principal Director of Audit, Economic and Service Ministries, AGCR Building, I.P. Estate, New Delhi.
4. Finance Division, M/o Urban Development, Nirman Bhawan, New Delhi.
5. DG(W), CPWD, Nirman Bhawan, New Delhi.
6. The Chief Engineer (NDZ-II), CPWD, Nirman Bhawan, New Delhi.
7. Chief Architect(NDR), CPWD, Nirman Bhawan, New Delhi alongwith a copy of LDO Plan No.3963/1.
8. The Chief Planner, TCPO, Vikas Bhawan, I.P. Estate, New Delhi.
9. The Director, Directorate of Estates, Nirman Bhawan, New Delhi.
10. PS to UDM/Sr.PPS to Secretary(UD)/PS to JS(L&E)/PS to L&DO.
11. Accounts Section, L&DO.
12. Drawing Section, L&DO.
13. Guard File.


Dy. Land & Development Officer