

Government of India
Ministry of Urban Development
Land & Development Office

Nirman Bhawan, New Delhi

Dated, the 01/08/2013

No. L&DO/L-II-B-1(1828)/290

To

Shri T.R. Baalu,
Member of Parliament (Lok Sabha),
Leader, DMK Party in Parliament,
10-Raisina Road,
New Delhi-110001.

Sub: Allotment of land measuring 1008 sq.mts. at Plot No.6, Pocket-4, DDU Marg, New Delhi to Dravida Munnetra Kazhagam (DMK) Party.

Sir,

I am directed to refer to this Office's letter No.L-II(B)/1(1828)2013/36 dated 01.02.2013 on the subject mentioned above and with reference to your letter dated 21.03.2013, 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 No.6, Pocket-4, DDU Marg, New Delhi to the Dravida Munnetra Kazhagam Party for construction of their party office building in New Delhi.

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 vacant possession of the plot will be handed over to the political party.
- (vi) 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.

- (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 or 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.
3. The possession of the land will be handed over after completion of all the formalities.
4. This issues with the concurrence of Finance Division vide their Dy.No.83/CM/FD/12 dated 21.12.2012.

Yours faithfully,

(Sumit Gakhar)
Dy. Land & Development Officer
Tel.No.011-23061296

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. Accounts Section, L&DO.
11. Drawing Section, L&DO.
12. Guard File.


30/7/13
Dy. Land & Development Officer