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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(1793)/1990

Dated: 28.4.2010

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To

The President,
Janata Dal (United),
7, Jantar Mantar Road,
New Delhi-110001.

Sub: Allotment of land to the Janata Dal United at plot No.4 Institutional Area, Vasant Vihar, New Delhi.

Sir,

I am directed to convey the sanction of the President of India to the allotment of land measuring 2000.00 sq. m. approx. (subject to site conditions and as per L&DO Plan annexed) at plot No. 4, Institutional Area Vasant Vihar, New Delhi to Janata Dal (United) 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.
- (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 State/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.
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- (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 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 NDMC/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 last 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) No objection certificate from the Directorate of Estates that the Janata Dal (United) has not unauthorisedly occupied any bungalow(s).

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

A.	Premium (provisionally)	Rs.	43,49,051 .00
B.	Annual Ground Rent	Rs.	1,08,727 .00
	@2.5% of premium (provisional)		
C.	Cost of preparation of Memorandum of Agreement	Rs.	100.00

Total Rs. 44,57,878.00

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. 44,57,878/- (Rupees forty four lakhs fifty seven thousand eight hundred seventy eight 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. 45/AO(L)/10 dated 25.03.2010.

Yours faithfully,

(Anil Kumar)
Dy.Land & Development Officer
For and on behalf of the President of India

Copy to:-

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28/4/10
- (1) PS to UDM/PS to MOS (UD)/Sr. PPS to Secretary (UD)/JS(D&L).
(2) Finance Division, M/O: UD & PA.
(3) The Principal Director of Audit, Economic & Service Ministries, AGCR Building, I.P.Estate, New Delhi.
(4) P&AO, M/o U.D. & PA., Nirman Bhawan, New Delhi.
(5) VC, DDA, Vikas Sadan, INA, New Delhi (annexed copy of plan).
(6) TCPO, Vikas Bhavan, I.T.O., New Delhi (annexed copy of plan).
(7) Works Division, M/O UD & PA.
(8) Chief Engineer, CPWD, Nirman Bhawan, New Delhi (annexed copy of plan).
(9) CA, CPWD (NDR), Nirman Bhawan, New Delhi (Room No. 301) (annexed copy of plan).
(10) Guard File.
(11) Drawing Section
(12) Accounts Section

o/c
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Dy. Land & Development Officer

28-4-10
जारी किया
ISSUED