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Speed Post

(iv)
**Government of India
Ministry of Urban Development
Land & Development Office
Nirman Bhawan, New Delhi.**

L-3365

No. LII(B)-1(1740)/2007/155

Dated: 3-7-2007

To,

The National Secretary-General,
Rashtriya Janta Dal,
13, V.P.House, Rafi Marg,
New Delhi-110001.

Subject:- Allotment of land to the Rashtriya Janta Dal at plot Nos 34, 57, 58 & 59, Rouse Avenue, New Delhi.

Sir,

I am directed to convey the sanction of the President of India to the allotment of land measuring **1904 sq. mtrs** (as shown in L&DO Plan No. 3963/1) at **plot nos. 34, 57, 58 & 59 at Rouse Avenue, D.D.U. Marg, New Delhi** to **Rashtriya Janta Dal** for construction of their party office building 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.

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- (iv) 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.
- (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:-
 - (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.

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- (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.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	41,40,297.00
B.	Ground Rent (Provisionally) @2.5% of premium	Rs.	1,03,507.00 per annum
C.	Cost of preparation of Memorandum of Agreement	Rs.	100.00
Total			Rs. 42,43,904/-

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. 42,43,904/- (Rupees Forty two Lakhs forty three thousand nine hundred and four only/-) drawn in favour of Land and Development Officer, New Delhi may be sent within 45 days from the

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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. 930-F dated 22.6.2007.

Yours faithfully,

^{7M}
(H.K. Beniwal)

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

Copy to:-

- 3/7/07 ✓
- (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.
 - (6) TCPO, Vikas Bhawan, New Delhi.
 - (7) Works Divn, M/O UD & PA.
 - (8) Chief Engineer, CPWD, I.P.Estate, New Delhi.
 - (9) CA, CPWD. Nirman Bhawan, New Delhi.
 - (10) Guard File.
 - (11) Drawing Section
 - (12) Accounts Section
- 4/7/07 ✓
- 15/3/7/07 ✓

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o/c **Dy.Land & Development Officer**