

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

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No.L&DO/L-II-B-1(1422)/461

Dated: 27/11/2014

To

The President,
Bharatiya Janata Party (Delhi Pradesh),
14, Pt. Pant Marg,
New Delhi - 110001.

SUB: Allotment of 809 sq.mts. of land to Bharatiya Janata Party (Delhi Pradesh) at Pocket-V, Deen Dayal Upadhyay Marg, New Delhi in lieu of earlier allotment of Plot No.4 & 5, Kotla Road, New Delhi for setting up of its party office in New Delhi.

Sir,

With reference to this Office's letter No. L&DO/L-II-B-1(1422)/120 dated 12.5.2010 and BJP's letter dated 22.08.2014, I am directed to convey the sanction of the President of India for allotment of 809 sq.mts. of land at Pocket-V, DDU Marg, New Delhi to Bharatiya Janata Party (Delhi Pradesh) for construction of their party office building in New Delhi in lieu of the earlier allotment at plot No. 4 & 5, Kotla Road, New Delhi, subject to change of land use from 'Nursery School' to 'Institutional', as shown in the enclosed Lay out Plan No.3963/2 of this office. The Plot Nos.4 & 5, Kotla Road, New Delhi earlier allotted to BJP (Delhi Pradesh) vide letter dated 12.5.2010 stands cancelled.

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 lakh per acre plus annual ground rent @ 2.5% of the premium provisionally. Since the land rates are under revision, 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. In the event of failure to make the payment of ground rent on the due dates, the allottee 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 vacant possession of the plot will be handed over to the political party.
- (v) In case the 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.
- (vi) 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.
- (vii) The premises shall not be used for residential/commercial purpose.
- (viii) The land shall be allotted on leasehold basis and shall not be permitted to be converted into freehold.
- (ix) The allottee will furnish the building plans to the local body within a period of six months after taking over possession of the vacant plot.
- (x) 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.
- (xi) 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.

- (xii) The allottee shall use the land only for the construction of their office and not for any other purpose.
- (xiii) The allottee shall construct their building only after getting their plan approved from the Local bodies/L&DO/DUAC.
- (xiv) The removal of structures/encroachments etc., will be the responsibility of the allottee.
- (xv) 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.
- (xvi) 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.
- (xvii) Non-fulfillment, non-compliance and violation of any of the aforesaid terms and conditions will amount to cancellation of the allotment of land.
- (xviii) The allottee shall execute the Memorandum of Agreement and Lease Deed at their own cost.
- (xix) The land in question falls under the local jurisdiction of the North Delhi Municipal Corporation.
- (xx) 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. 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.
- (xxi) The details of amount to be paid on account of premium and ground rent and payment already received are as under :

A. Premium (Provisionally)	Rs. 17,59,192.00
B. Annual Ground Rent @ 2.5% of premium (provisional)	Rs. 43,980.00
C. Cost of preparation of Memorandum of Agreement	Rs. 100.00
Total:	Rs. 18,03,272.00