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GOVERNMENT OF INDIA
MINISTRY OF WORKS & HOUSING
LAND & DEVELOPMENT OFFICE
HIRMAN BHAWAN : NEW DELHI

NO. L. II. 1 (723) / 83
To

DT. 22.11.1983

The General Secretary,
Communist Party of India (Marxist),
14, Ashoka Road, New Delhi-1.

Subject: Allotment of land to Communist Party of India (Marxist)
for the construction of A.K. Gopalan Bhawan.

Sir,

I am to say that the President is pleased to sanction allotment of three plots Nos. 27, 28 & 29 in the Market Road Institutional area, New Delhi, measuring about 1197.33 sq. meters (as shown in the enclosed L&DO's plan No. 3656/1) to the Communist Party of India (Marxist) for construction of their office building in the name of the following trustees of A.K. Gopalan Bhawan Trust :-

1. Comrade A.M.S. Nabhoodiripad (General Secretary)
2. Comrade B.R. Ranadive
3. Comrade M. Besavapunniah,
4. Comrade Harkishan Singh Surjeet (Polit Bureau Members.
5. Comrade Samar Mukherjee
6. Comrade T. Balanandan

2. The allotment is subject to the terms and conditions as given in the Memorandum of Agreement & Perpetual Lease which shall also include the followings:-

- i) The date of allotment of the site will be the date of this letter. The allotment shall be initially made in licence basis and lease-hold rights will be granted on completion of the building and satisfactory fulfilment of the terms and conditions of a Memorandum of Agreement to be entered into with this office for carrying out the purpose of allotment. After the lease hold rights are granted, the security amount will be treated as premium for the land allotted and ground rent will be payable at 2½% per cent of the premium amount every year.
- ii) Communist Party of India (Marxist) shall be required to construct the building in conformity with the Architectural surroundings of the area, within 2 (two) years from the date of handing over or offer of handing over whichever is earlier.

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- iii) Communist Party of India(Marxist) shall be required to pay for the land @ Rs. 2625.00 per sq. meter as security deposit plus annual licence fee @ 2½ thereon.
- iv) The land shall be used by Communist Party of India (Marxist) only for the construction of A.K. Gopalan Bhawan for accommodating the party offices of Communist Party of India(Marxist). No residential accommodation except for a caretaker or chowkidar shall be allowed to be constructed on the land. The plinth area of the residential unit of caretaker or chowkidar will be fixed by the Lessor in his absolute discretion.
- v) The building plans shall be got approved from the Local body, Delhi Urban Art Commission, the Land & Development Officer and Chief Architect, C.P.W.D. before undertaking any construction of the land.
- vi) The trees, if any, standing on the plot shall remain as Government property and shall not be removed or otherwise disposed off without obtaining prior permission of this office.
- vii) The Communist Party of India(Marxist) shall execute the Memorandum of Agreement & Lease Deed at their own cost.
- viii) The land in question falls under the jurisdiction of the M.D.M.C.
- ix) Communist Party of India(Marxist) shall be required to pay licence fee half yearly in advance i.e. on the 15th January & 15th July, each year whether the same shall have been demanded or not and in case of the failure to make the payment of licence fee on the due dates will render C.P.I.(Marxist) liable to pay interest @ 10% per annum or at such rates as Government may fix from time to time for the period the payment of licence fee is delayed from the date it fell due.
- x) In the event of dissolution of Communist Party of India (Marxist) the Land allotted and the assets created thereon will be transferred to an Institution having the same aims and objects with the prior approval of the Govt. and paying such to Govt. or payment of such compensation that may be determined by the Lessor in its absolute discretion.
- xi) The Trustees mentioned above will be individually and collectively responsibly to the Government for payment of taxes, ground rent and for other

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obligations arising out of the allotment.

xii) The Communist Party of India (Marxist) shall pay for the structures existing at site at present cost minus depreciation which shall be intimated separately on due course.

3. If the above terms and conditions are acceptable to the Communist Party of India (Marxist) the acceptance thereof in writing may please be communicated together with a cheque for a sum of Rs. 32,21,596.05 (Rs. thirty two lakhs twenty one thousand five hundred ninety six and paise five only) drawn in favour of the Land & Development Officer, New Delhi within 30 days from the date of receipt of this letter.

The details of payment are as under:-

1. Security Deposit : Rs. 3142991.25 (Rs. thirty one lakhs forty two thousand nine hundred ninety one and paise twenty five only).
2. Licence fee : Rs. 78574.80 (Rs. seventy eight thousand five hundred seventy four and paise eighty only). This will be adjusted towards ground rent for one year which will start from the date of offer of handing over possession.
3. Cost of preparation of Memorandum of Agreement. Rs. 30.00 (Rs. thirty only).

4. If no reply is received within 30 days from the date of receipt of this letter, it will be assumed that you are not interested in the allotment and the allotment will be cancelled at your risk.

5. Six copies of the constitution of Communist Party of India (Marxist) may also be furnished to this office.

6. The possession of the site will be handed over to you after completion of formalities and after execution of Memorandum of Agreement.

Yours faithfully,

(S. S. S. S. S.)
ENGINEER OFFICER

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FOR & ON BEHALF OF THE PRESIDENT OF INDIA