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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: