

Repl. A1

Government of India
Ministry of Urban Development and Poverty Alleviation
Land and Development Office
Nirman Bhawan : New Delhi

No.L&DO.V-4(187) 106

Date: 2/2/02

To,

The General Secretary,
Samarth Shiksha Samiti,
Mata Mandir Gali, Jhandewalan,
New Delhi-110055.

Subj:- Allotment of additional land measuring 1.6 acres at Nehru Nagar, New Delhi to Samarth Shiksha Samiti for play-ground.

Sir,

I am directed to say that the President of India is pleased to the sanction of the allotment of additional land in favour of Samarth Shiksha Samiti, measuring 1.6 acres in Nehru Nagar, New Delhi (as indicated on the L&DO plan No. 2569 shown in red outlines) for play-ground.

- i) The date of allotment of the site will be the date of this letter and all payments in respect of this allotment will become due for payment from this date.
- ii) The Institution shall be required to pay for the land @ Rs.5500/- per acre per annum (provisionally) as licence fee.
- iii) The land shall be utilised for the purpose mentioned above and for no other purpose whatsoever.
- iv) The Institution will execute a Licence Deed at their own expense.
- v) The trees, if any, standing on the plot shall remain as Govt. property and shall not be removed or otherwise disposed of without prior permission of this office.
- vi) This allotment shall be subject to resumption of land by the lessor in case any of the terms and conditions of the allotment are violated by the institution or if the allotment is obtained fraudulently or by misrepresentation of facts.
- vii) The land in question falls under the jurisdiction of the Municipal Corporation of Delhi.
- viii) The institution shall not transfer the land by way of sale, gift etc. without the permission of the lessor whereby the lessor shall have the discretion of offering new terms and conditions.
- ix) The provision shall be included in the agreement for lease that in the event of dissolution of the institution, the land allotted and the assets erected thereon will be transferred to an institution having similar aims and objectives with the approval of the Central Govt. on payment of such compensation as may be determined by the lessor.

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2/2/02

The removal of squatters, if any shall be the responsibility of the allottee institutions. *cc*

- vi) No person attending the school shall be required to take part in any religious instructions or to attend any religious worship without his/her consent and no citizen shall be denied admission to the school on ground of religion, race, caste, language or any of them.
- vii) In the event of de-recognition of the school by any competent authority, the lessee shall be required to pay premium for the land allotted at the market rate prevailing on the date of de-recognition failing which the land with the superstructures, fixtures, fittings etc. shall revert to the Govt. on payment of compensation as may be decided by the Government.
- viii) 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.
- ix) That in case the allottee does not take effective steps for depositing the relocation cost of shuggies, as may be intimated, within three months from the date of this allotment letter, the allotment will be liable to be withdrawn and cancelled.
- x) The offer will be valid for a period of forty five days from the date of this letter, and if the offer is not accepted within the said period of forty five days, it shall stand automatically withdrawn and cancelled.
- xi) In case the offer is accepted within a period of forty five days, the initial ground rent for the year shall be paid and possession of land handed over to the Society after completing all the formalities. The date of allotment of land will be date of this letter and all payments shall become due from this date.
- xii) 1. Lease will be governed under the Government Grant Act.
2. Acceptance of ground rent in the presence of breaches/issues will not act as a waiver.
3. The Institution shall execute the Memorandum of Agreement and lease at their own cost.
4. The land in question falls under the jurisdiction of N.C.D.

xiii) If the above terms and conditions as per details given below are acceptable to the institution, then the acceptance thereof may please be communicated:

Land area	: 16 acs.
Premium	: Nil.
Licence fee	: \$800 - PA
Cost of preparation of Memorandum of Agreement	: Nil

1.6

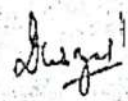
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The payment of the amount demanded should be made by demand draft crossed 'Not Negotiable' and drawn in favour of the Land & Development Officer, Nirmala Bhawan, New Delhi within 45 days from the date of receipt of this letter, it will be assumed that you are not interested in the allotment and the allotment will be cancelled without any further intimation in this regard.

You are also requested to send 5 copies of the Memorandum of Articles of Association to this office, alongwith the acceptance and the payment. The possession of land shall be handed over to the society after following the usual formalities.

Please mention file No. given in the left side corner of this letter in all future correspondence.

Yours faithfully,



(Devinder Kumar)

Dy. Land & Development Officer

By to:-

- ADG (Arch), CPWD, New Delhi with two copies of the plan.
- Finance Division, Ministry of U.D., New Delhi.
- Vice Chairman, DDA, Vlkas Sadan, New Delhi with copy of the plan.
- The Chief planner, TCPO, I.P. Estate, New Delhi with the plan.
- Accounts Section.
- Drawing Section.
- Allotment Register.
- Pay & Accounts Officer, M/O Urban Development.
- The Principal Director of Audit, Economic & Services Ministries, AGCR Building, I.P. Estate, New Delhi.
- Chief Engineer, NDZ-III, CPWD, New Delhi.

Dy. Land & Development Officer

