

Annexures

Annexure-I
(Referred to in introductory para of Chapter III)
Audit findings in respect of 29 sampled properties

1. Kendriya Vidyalaya, Andrews Ganj

Category	Schools
Property ID	24501
Jurisdictional Local Body	South Delhi Municipal Corporation
Size of Plot	17,417.67 square meters (4.304 acres)
Date of Allotment	September 1968
Ground rent at the time of allotment (per annum)	₹1076

Audit observations	Reply of L&DO	Further Audit comments
<p>Inspections</p> <p>1. Inspection was done without the sanctioned building plan.</p> <p>2. No inspection was carried out after July 2011</p> <p>Other issues</p> <p>3. Audit had pointed out in previous report (2009-10) that subdivision of plot was done in 2004 and a portion of the plot was given to a private party without intimation to L&DO. A building, providing facilities for swimming, gymnasium, taekwondo and judo was constructed. L&DO was not aware that the unauthorized sports complex was being run by a private party as the last inspection of the premises was conducted in 1998. L&DO carried out the inspection of the premises in July 2011 and found that there was a sport complex, swimming pool etc. on the leased land. A letter was issued (July 2018) to the lessee requesting to send the complete set of sanctioned building plan along with completion certificate. The lessee did not respond on the request of L&DO. L&DO did not take any action till April 2019. However, when Audit called for (April 2019) the records related to Kendriya Vidyalaya, L&DO issued (May</p>	<p>L&DO replied (December 2020) that the school authorities had so far not submitted sanctioned building plan to this office, hence, exact quantum of the breaches could not be ascertained. A letter had been issued on 9 December 2020 to the school authorities giving them final opportunity to submit the desired documents. If no reply is received, L&DO will prepare demand note by treating the entire structure as an</p>	<p>The replies indicate that though the L&DO has accepted the Audit observation and initiated action, but the approach is lackadaisical as a number of opportunities are being given to the school authorities to respond. The fact remains that initially L&DO did not make any efforts to obtain the sanctioned building plan from the local body. Due to inaction on the part of the L&DO, the property</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>2019) a reminder. L&DO did not make any effort to obtain the sanctioned building plan from the local body.</p> <p>4. No information related to recovery of ground rent was found in the records provided to Audit. Data related to ground rent recoverable, date of issue of demand notice, amount recovered was not filled in the Ground Rent Register of e-Dharti.</p> <p>5. Most of the columns were also left blank in property proforma of e-Dharti.</p> <p>6. L&DO neither made any effective efforts for removal of breaches nor did it issue any demand letter for misuse and damage charges from the lessee.</p> <p>Outstanding dues</p> <p>7. An amount of ₹2.04 lakh was outstanding towards ground rent and interest on ground rent. Other dues on account of damages and misuse charges could not be worked out from the records.</p>	<p>unauthorized structure.</p> <p>L&DO further replied (April 2021) that the School authorities are not able to provide documents. However, a final opportunity will be given to school authorities to submit the sanctioned building plan. If the same is not submitted, then it will be decided to work out the charges and will be communicated to them.</p>	<p>situated at a prime location was being used by a private party which was earmarked for use of educational purposes. L&DO failed to enforce the condition of the lease for re-entering the property.</p>

2. Vidya Bhawan Girls Higher Secondary School (VBGHSS), Karol Bagh

Category	Schools
Property ID	25181
Jurisdictional Local Body	North Delhi Municipal Corporation
Size of Plot	5,956.972 square meters (1.472 acres)
Date of Allotment	September 1959
Ground rent at the time of allotment (per annum)	₹368

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground Rent</p> <p>1. Ground rent has not been received after July 1982. No action for realization of ground rent was taken after April 1984.</p> <p>2. Revision of ground rent was due in January 1989, however, it was revised in November 2003.</p> <p>3. ₹1.02 lakh was outstanding towards ground rent and interest on ground rent.</p> <p>Inspection</p> <p>4. Inspection of the premises was not carried out after June 2008.</p> <p>Other issues</p> <p>5. Demand for ground rent, interest, penalty, etc. was issued in April 1984 for ₹825.</p> <p>6. Unauthorized constructions were found during the inspection, however, breach notice/ demand notice was not issued to VBGHSS.</p>	<p>L&DO replied (December 2020) that VBGHSS was requested in January 2020 to furnish the required sanctioned building plan duly issued by the local body. VBGHSS was asked to remit the ground rent and other dues along-with belated payment, etc., and furnish action taken report on the breach notices issued. Again, VBGHSS was requested on 20.07.2020 to submit the documents related to the school. VBGHSS has been given final opportunity on 11.12.2020 to furnish the documents. In case of failure to provide the same, L&DO would proceed with the issuance of demand notice to VBGHSS. If the demand is not remitted to Government account within the stipulated time frame, L&DO would take punitive action as per Agreement to Lease.</p> <p>L&DO further replied (April 2021) that due to Covid-19 pandemic, schools were closed.</p>	<p>The replies indicate that though the L&DO has accepted the Audit observation and initiated action, but the approach is lackadaisical as a number of opportunities are being given to the school authorities to respond. The fact remains that L&DO did not make any effort to obtain the sanctioned building plan. Due to this, L&DO was not carrying out the inspection. Further, L&DO did not recover the dues from the lessee.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>7. There were discrepancies in data filled in e-Dharti as compared to the information given in the original records.</p> <p>Outstanding dues</p> <p>8. Outstanding dues on account of damages and misuse charges could not be worked out from the records.</p>	<p>Hence, it seems school authorities are not able to produce the documents. The School authorities have been reminded to submit the relevant documents vide letter dated 26.02.2021.</p>	

3. Bal Bharti School, Pusa Road

Category	Schools
Property ID	29207
Jurisdictional Local Body	North Delhi Municipal Corporation
Size of Plot	4,370.60 square meters (1.08 acres)
Date of Allotment	February 1963
Ground rent at the time of allotment (per annum)	₹270

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. The revision of ground rent was due in January 1992 and thereafter at the end of each successive period of not less than 30 years, however, the ground rent was not enhanced.</p> <p>Inspection</p> <p>2. L&DO conducted inspections at irregular intervals i.e. February 1999, July 2003, May 2005, February 2012, October 2016, and February 2019 and breach notice was issued in November 2016 and March 2019.</p> <p>Other issues</p> <p>3. A demand letter seeking payment of ₹7.97 crore was issued to the lessee in June 2015, thereafter neither any demand notice was issued nor action taken to re-enter the property. LDO took 16 years to issue demand of ₹7.97 crore to the lessee in June 2015 after observing unauthorized construction for the first time in February 1999. A show cause notice was issued in August 2018.</p>	<p>L&DO replied (December 2020) that after the demand was issued to the School, the land rates of L&DO were revised on 17.05.2017 which were effective from April 2000. Accordingly, the demand issued to the school was being updated on revised land rates and the same was under process. At the same time, the issue regarding revision of ground rent was also being taken up and approval was being taken from competent authority. After approval of competent authority, the ground rent would be revised and would be realized as per policy and practice of L&DO. The L&DO was pursuing the case with vigor but some delay was inevitable due to codal formalities. L&DO would finalize the case in as short time as possible and strive to realize the demand.</p> <p>L&DO further replied (April 2021) that due to Covid-19 pandemic and as per DOPT order, the</p>	<p>The reply of the L&DO is to be viewed in light of the fact that the recovery of government dues has been pending much before the outbreak of Covid and L&DO did not take effective action for recovery of the dues even before the outbreak.</p> <p>After the revision of land rates in May 2017, the revised demand letter had still not been issued even after a lapse of more than four years. The revision of ground rent which had already been badly delayed (due in January 1992) was still under review. L&DO has not revised the ground rent even after lapse of 29 years since it became due.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>4. Lease deed was not executed even after the building plan was sanctioned by MCD in 1978.</p> <p>Outstanding dues</p> <p>5. An amount of ₹10.89 crore was outstanding on account of damages and misuse charges.</p>	<p>country was under lockdown since March 26, 2020 and the office was not functioning regularly. As the office has started working regularly, necessary action will be taken at the earliest. Action has already been initiated for raising updated demand for recovery of Government dues.</p>	<p>This shows that L&DO was not pursuing the case efficiently for recovery of Government dues.</p>

4. Daily Milap, Bahadur Shah Zafar Marg

Category	Presses
Property ID	20860
Jurisdictional Local Body	South Delhi Municipal Corporation
Size of Plot	1,019.81 square meters (0.252 acre)
Date of Allotment	August 1964
Ground rent at the time of allotment (per annum)	₹787.50

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. Ground rent was to be revised at the option of lessor on or after 01 January 1994 and thereafter at the end of each successive period of not less than 30 years. The Ground rent was, however, revised in December 2004 to ₹4,725.00.</p> <p>2. Ground rent not received after June 1980 (except in January 2005).</p> <p>3. No action for realization of ground rent was taken during the period from April 2016 to March 2019.</p> <p>Other dues</p> <p>4. The last demand letter was issued in December 2011 for ₹42.11 crore. Thereafter, L&DO revised land rates in 2017 effective from 2000. L&DO did not work out the revised charges after issuance of the demand.</p> <p>Inspection</p> <p>5. After October 2013, the inspection of the property was done in June 2018 and breaches/ misuse including subletting were found. A breach notice was issued in July 2018. Thereafter, no action was taken to get the breaches removed or to re-enter the property.</p> <p>Other issues</p> <p>6. In October 2011, a policy was framed for streamlining/ rationalizing the</p>	<p>L&DO replied (December 2020) that before calculating the Government dues pending on the part of the lessee, the Competent Authority has directed to inspect the property to ascertain whether the property was being used for the Press purpose or not. The file was under submission. Once the dues were finalized and in case of non-compliance of the same by the lessee, action in terms of lease terms would be taken.</p> <p>L&DO further replied (April 2021) that due to Covid 19</p>	<p>L&DO issued demand letter for regularizing breaches for the first time in June 1986. After 34 years i.e., in 2020, file was under submission for conducting another inspection to ascertain whether the property was being used for the press purpose or not. Inspections of the property time and again without taking appropriate action as per terms of lease defeated the purpose of inspections as neither</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>criteria/ principles for determining misuse and unauthorized constructions in respect of Press/ media plots situated at Bahadurshah Zafar Marg New Delhi. The policy stipulated the conditions for granting permanent change of purpose and regulating misuse etc. Accordingly, L&DO offered the terms for temporary regularization of breaches in December 2011 and a demand notice for ₹42.11 crore was issued. Though lessee contested this demand, L&DO did not accept the same.</p> <p>7. After issue of breach notice in December 2013, no action was taken for nearly four years till November 2017 when L&DO decided to conduct inspection of the property.</p> <p>8. Despite there being clause in Agreement to lease that the lessee was not to sublet or give on rent a part of the land or building that may be constructed on the premises without the prior permission of the lessor, the property was sublet for commercial purpose without permission of L&DO.</p> <p>9. The copy of perpetual lease available in the file was not signed.</p> <p>10. The complete details of payments made by Daily Milap were not available. e-Dharti data showed that ground rent was paid only in January 1995 and current dues were showed only for ₹20.20 lakh for the period July 1980 to July 1986. Further, the data in e-Dharti was not complete as most of the columns were blank.</p> <p>11. Joint inspection by Audit with technical staff of L&DO in February 2020 revealed fresh breaches and misuse of the property.</p> <p>Outstanding dues</p> <p>12. An amount of ₹56.07 crore was outstanding towards ground rent, interest on ground rent and damages/ misuse charges.</p>	<p>pandemic and as per DOPT order, the country was under lockdown since 26.03.2020 and the office was not functioning regularly. The staff of L&DO and their family members were also affected by the Covid, and due to protocol of covid, the staff had to be on leave. As the office has started working regularly, necessary action will be taken at the earliest. Moreover to take action to re-enter the property, a Press plot case is already pending in Hon'ble Supreme court and the Court has stayed the re-entry.</p>	<p>breaches were remedied nor the dues on account of breaches could be recovered. Further, despite non-recovery of dues and non-removal of breaches, L&DO has not initiated action for re-entry. By citing the reasons that Court had stayed the re-entry orders in some other cases, L&DO is only refraining from discharging its duties.</p> <p>The recovery of government dues has been pending much before the outbreak of Covid and L&DO did not take effective action for recovery of the dues even before the outbreak.</p>

5. Daily Tej

Category	Presses
Property ID	21719
Jurisdictional Local Body	South Delhi Municipal Corporation
Size of Plot	1,015.76 square meters (0.251 acre)
Date of Allotment	August 1964
Ground rent at the time of allotment (per annum)	₹784.40

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. Revision of ground rent was due in January 1994, however it was revised in November 2004</p> <p>2. Ground rent has not been received after December 1997. No action for realization of ground rent was taken during the period from July 2012 to March 2019</p> <p>Inspection</p> <p>3. Inspection was done in February 2019 after May 2013 and breach notice issued in March 2019. Inspection was conducted without the sanctioned building plan.</p> <p>Other issues</p> <p>4. Demand notice for ₹1.01 crore was issued by L&DO in November 2011. Only 10 lakh was received against the demand.</p> <p>5. In violation of the agreement, the Daily Tej sub-let the premises to various private firms from time to time. Instead of taking stringent action against Daily Tej, L&DO only issued demand notices and show cause notices from time to time.</p>	<p>L&DO replied (December 2020) that the matter was recently examined and the Land & Development Officer had directed to find out how much area of the premises was being used for the Press purpose and whether the policy for Press allotment was followed or not. Accordingly, the matter had been referred to Technical Section to expeditiously conduct inspection and submit the report.</p> <p>L&DO further replied (April 2021) that due to Covid 19 pandemic and as per DOPT order, the country was under lockdown since 26.03.2020 and the office was not functioning regularly. As the</p>	<p>L&DO noticed various misuses and unauthorized construction since December 1972. After 48 years i.e., in December 2020, file was still under submission for conducting another inspection to ascertain whether the property was being used for the Press purpose or not. L&DO has neither recovered the dues nor initiated action for re-entry. By citing the reasons that Court had stayed the re-entry orders in some other cases, L&DO is only refraining from discharging its duties.</p> <p>The recovery of government dues has been pending much before the outbreak of Covid and L&DO did not take effective action for</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>6. Demand notice (with reference to O.M dated 30.06.2017) for payment of revised charges against the misuse/ unauthorized construction on the land w.e.f, 01.04.2000 was not issued.</p> <p>Outstanding dues</p> <p>7. An amount of ₹1.68 crore was outstanding towards ground rent, interest on ground rent and damages/ misuse charges.</p>	<p>office has started working regularly, necessary action will be taken at the earliest. Moreover to take action to re-enter the property, a press plot case is already pending in Hon'ble Supreme court and the court has stayed the re-entry.</p>	<p>recovery of the dues even before the outbreak.</p> <p>The reply of April 2021 was also silent on whether inspection had been carried out by the Technical Section.</p>

6. Gulab Singh & Sons

Category	Presses
Property ID	21590
Jurisdictional Local Body	South Delhi Municipal Corporation
Size of Plot	2,731.68 square meters (0.675 acre)
Date of Allotment	23 February 1953
Ground rent at the time of allotment (per annum)	₹2,109.06

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. The ground rent was to be revised on 1 January 1983; however, the ground rent was revised on 10.08.2004 i.e., after a lapse of 21 years.</p> <p>Inspection</p> <p>2. Inspection was done in August 2018 after September 2012, and breach notice was issued in October 2018.</p> <p>3. Various breaches were noticed and last demand letter was issued in December 2019. However, neither recovery of dues was made nor action for re-entry was initiated.</p> <p>4. Inspections of the premises were conducted between May 1975 and August 2018 and breaches were observed, but it took more than 30 years (from May 1975) to issue the demand notice.</p> <p>5. Agreement to lease was signed in September 1953 but lease deed was not executed.</p> <p>Other issues</p>	<p>L&DO replied (December 2020) that after taking into account the guidelines on press plots, demand of ₹17.06 crore was issued to the lessee on 20.03.2020. In response to this demand letter, the lessee had requested to provide the actual calculations along with entire details in accordance with proper inspection report. After getting the same, lessee had submitted their representation which was under examination. If the lessee fails to deposit the demanded amount, punitive action will be taken as per</p>	<p>The reply of the L&DO is to be viewed in light of the fact that the recovery of government dues has been pending much before the outbreak of Covid and L&DO did not take effective action for recovery of the dues even before the outbreak.</p> <p>Further, by citing the reasons that Court had stayed the re-entry orders in some other cases, L&DO is only refraining from discharging its duties.</p> <p>The facts remains that the demand for ₹8.27 crore</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>6. In October 2011, a policy was framed for streamlining/ rationalizing the criteria/ principles for determining misuse and unauthorized constructions in respect of Press/ media plots situated at Bahadurshah Zafar Marg New Delhi. The policy stipulated the conditions for granting permanent change of purpose and regulating misuse etc. Accordingly, L&DO offered the terms for temporary regularization of breaches in November 2011 and a demand notice for ₹8.27 crore was issued. Though lessee contested this demand, L&DO did not accept the same.</p> <p>7. The demand notice for damages, misuse and unauthorized construction etc. amounting to ₹8.78 crore was issued on 31.12.2019 on the basis of revised land rates, However, the amount of earlier demand of ₹8.27 crore issued in November 2011 was not included in this demand notice. These dues were yet to be realized.</p> <p>8. Various details relating to property were not found filled in e-Dharti portal of L&DO.</p> <p>Outstanding dues</p> <p>9. An amount of ₹18.72 crore was outstanding towards ground rent, interest on ground rent and damages/misuse charges etc. as on 14.01.2020.</p>	<p>terms & conditions of the lease.</p> <p>L&DO further replied (April 2021) that due to Covid 19 pandemic and as per DOPT order, the country was under lockdown since March 26, 2020 and the office was not functioning regularly. As the office has started working regularly, necessary action will be taken at the earliest. Moreover to take action to re-enter the property, a press plot case is already pending in Hon'ble Supreme court and the court has stayed the re-entry.</p>	<p>raised in November 2011, which has risen to ₹17.06 crore as of March 2020, has not yet been recovered by L&DO.</p>

7. Hotel Le Meridian, Janpath

Category	Hotels
Property ID	21703
Jurisdictional Local Body	New Delhi Municipal Corporation
Size of Plot	17,361.39 square meters (4.29 acres)
Date of Allotment	30 July 1983
Ground rent at the time of allotment (per annum)	₹24,91,632

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. The records relating to the realization of ground rent for the period 15.07.2012 to 14.07.2018 was not found in the concerned files provided to Audit.</p> <p>2. After completion of 30 years from the date of allotment i.e. July 1983, the ground rent was to be revised in July 2013, however, the same was yet to be revised.</p> <p>Other dues</p> <p>3. The premises were inspected from time to time and during inspection L&DO noticed that part of the property was being used for the purpose other than those for which allotment was done. The Hotel had carried out the construction beyond Sanctioned Building Plan. The last demand letter towards damage charges and misuse charges etc., was issued in January 2012 for ₹124.84 crore. No updated demand had been issued after January 2012 and the amount to be recovered was not found calculated in view of revision of land rates in May/ June 2017 effective from the year 2000. Due to not pursuing the</p>	<p>L&DO replied (December 2020) that after issue of demand letter, several reminders were issued to NDMC for recovery of Government dues. In this connection, a Show Cause Notice was issued on 08.02.2019 to the Secretary, NDMC with the request that reply/ clarification in this regard may be sent within 30 days from the date of issue of the letter, failing which the action would be taken against NDMC, but no reply has been received till date. The complete details of the property have been filled in e-Dharti portal of L&DO. The lease agreement or Perpetual Lease in respect of land under Hotel Le Meridian could not</p>	<p>This issue was also brought out in the CAG Report No.6 of 2009-10, hence, it is pending for a very long time. The last demand was issued to the lessee in January 2012, however, even after lapse of more than nine years, the updated demand has not been issued to the lessee. Thus, L&DO's plea that action could not be taken due to Covid-19 pandemic is not acceptable. Even after nine years of the assurance given to the PAC by the Secretary, Ministry of Housing and Urban Affairs, L&DO has not taken recourse</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>case effectively for recovery of outstanding Government dues from NDMC, L&DO did not take suitable action/ recovery of dues of ₹124.84 crore despite lapse of more than eight years after issue of the demand (January 2012).</p> <p>4. This issue was also brought out in CAG Report No. 6 of 2009-10 on Functioning of Land and Development Office and as per 59th Report of the PAC (April 2012), while replying to the question of PAC, the Secretary, Ministry of Housing and Urban Affairs submitted that if the NDMC did not agree to pay the charges raised against them, then the Ministry would take recourse to legal remedies to realize the dues. However, no such action was taken despite L&DO failing to recover the outstanding dues.</p> <p>Inspection</p> <p>5. The last inspection of the premises was conducted in July 2010 and no inspection was conducted after that.</p> <p>Other Issues</p> <p>6. No perpetual lease has been executed.</p> <p>7. Sanctioned Building Plan was not submitted by NDMC.</p> <p>8. The complete details of the property were not found filled in e-Dharti Portal of L&DO.</p> <p>Outstanding dues</p> <p>9. An amount of ₹191.20 crore was outstanding towards ground rent, interest on ground rent and damages/ misuse charges.</p>	<p>be executed due to non-fulfilment of terms of allotment letter.</p> <p>L&DO further stated (April 2021) due to Covid 19 pandemic and as per DOPT order, the country was under lockdown since 26.03.2020 and the office was not functioning regularly. As the office has now started working regularly, necessary action will be taken at the earliest. Moreover, the dispute is between the Central Government i.e., land owning agency and local body i.e., NDMC. Hence, action can be taken as per the terms of allotment or lease deed. The only thing that L&DO can do is to cancel the allotment and take possession of the plot. Updated demand is under process in consultation with the Technical Wing.</p>	<p>to legal remedies despite non-realization of dues. Further, the reply of L&DO that complete details of the property have been filled in e-Dharti portal is not correct since the details such as ground rent, dues demanded by L&DO and dues paid by the lessee were not filled in.</p>

8. Hotel Taj Man Singh

Category	Hotels
Property ID	24615
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	15,297.45 square meters (3.78 acres)
Date of Allotment	13 July 1976
Ground rent at the time of allotment (per annum)	₹2,28,700

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. After completion of 30 years from the date of allotment i.e. July 1976, the ground rent was to be revised in July 2006, however, the same was yet to be revised.</p> <p>Other dues</p> <p>2. The premises was inspected from time to time and during inspection, L&DO noticed that the part of the property was being used for the purpose other than those for which allotment was done. The Hotel had carried out the construction beyond Sanctioned Building Plan. The last demand letter towards damage charges, misuse charges etc., was issued in February 2018 for ₹132.83 crore. Due to non-persuasion of the case effectively for recovery of outstanding Government dues from NDMC, L&DO did not take suitable action/recovery of dues of ₹132.83 crore despite lapse of more than two years after issue of demand in February 2018. This issue was also brought out in CAG Report No. 06 of 2009-10 on Functioning of Land and Development Office and as per 59th report of the PAC, while replying to the question of the PAC, the Secretary, Ministry of Housing and Urban Affairs had submitted that if the NDMC did not agree to pay the charges raised against them, then the Ministry would take recourse to legal remedies to realize the dues. However, no</p>	<p>It was stated in its reply (December 2020) that L&DO was striving hard and impressing upon NDMC to sort out the matter at the earliest. In the last resort, L&DO would be constrained to take punitive action and cancel the allotment.</p> <p>L&DO further stated (April 2021) due to Covid 19 pandemic and as per DOPT order, the country was under lockdown since 26.03.2020 and the office was not functioning regularly. As the office has started working regularly, necessary action will be taken at the earliest.</p>	<p>This issue was also brought out in the CAG Report No.6 of 2009-10, hence, it is pending for a very long time. Thus, L&DO's plea that action could not be taken due to Covid-19 pandemic is not acceptable. The updated demand has not been issued to the lessee. Further, even after nine years of the assurance given to PAC by the Secretary, Ministry of Housing and Urban Affairs, L&DO has not taken recourse to legal remedies despite non-realization of dues.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>such action was taken despite L&DO failing to recover the outstanding dues.</p> <p>Inspection</p> <p>3. No inspection was conducted after July 2010.</p> <p>Other Issues</p> <p>4. No perpetual lease has been executed.</p> <p>5. Sanctioned Building Plan was not submitted by NDMC. In the absence of the approved Sanctioned Building Plan, it is not clear how L&DO was raising the issues of misuse and unauthorized construction.</p> <p>6. The details of the ground rent/ additional ground rent, date when it became due and rates/ amount of ground rent, additional ground rent and amount received by the L&DO were not found entered in the ground rent register.</p> <p>7. The complete details of the property were not filled in e-Dharti portal of L&DO.</p> <p>Outstanding dues</p> <p>8. An amount of ₹159.65 crore was outstanding towards ground rent, interest on ground rent and damages/misuse charges.</p>	<p>Moreover, the dispute is between the Central Government i.e., land owning agency and local body i.e., NDMC. Hence, action can be taken as per the terms of allotment or lease deed. The only thing that L&DO can do is to cancel the allotment and take possession of the plot. Updated demand is under process in consultation with the Technical Wing.</p>	

9. Vidya Sagar Institute for Mental Health and Neuro-Sciences, Nehru Nagar

Category	Hospitals
Property ID	30284 and 21508
Jurisdictional Local Body	South Delhi Municipal Corporation
Size of Plot	14,164 square meters (3.5 acres)
Date of Allotment	May 1984
Ground rent at the time of allotment (per annum)	₹1,769

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. The due date of revision of ground rent was taken as 30 years from date of allotment (May 2014) as lease deed was not signed. The ground rent was not revised.</p> <p>2. L&DO did not take any action to realize the ground rent.</p> <p>Other dues</p> <p>3. Demand for ₹6.14 crore was issued to the lessee in January 2014. After that, L&DO did not demand the complete outstanding dues from the allottee, though it had assured Audit in August 2018 that dues pending against the allottee would be calculated at revised rates.</p> <p>4. L&DO worked out (July 2016) dues of ₹9.74 crore on account of misuse/ damages (excluding penalty) but did not communicate the same to the lessee.</p> <p>Inspection</p> <p>5. No inspection was conducted after August 2011.</p> <p>Other issues</p> <p>6. Lease deed was not signed.</p>	<p>LDO replied (December 2020) that the Government dues were calculated in July 2016 amounting to ₹9.74 crore on account of misuse/ damages but the same was not communicated to the lessee as it was observed by the then L&DO that demand cannot be sent to a re-entered property. Regarding monitoring of free treatment to EWS category, reports in this regard was received from the Directorate of Health Services, Government of NCT of Delhi from time to time. The Directorate of Health Services, Government of NCT of Delhi vide their letter dated 17.01.2019 informed that the hospital was not violating the conditions of free treatment to EWS. The matter was re-examined and with the approval of the Competent Authority, it was decided to withdraw the order of re-entry issued to the hospital.</p>	<p>Reply of L&DO is not acceptable as Audit did not find any document which stated that re-entry orders had been issued to the lessee. Also, L&DO did not enclose any documentary evidence in support of re-entry orders. Reports regarding free treatment to EWS category received from the Directorate of Health services, Government of NCT of Delhi were not found in the records provided to Audit. The provisions regarding nomination of Government nominee on the Executive</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>7. L&DO did not have copy of revised sanctioned building plan.</p> <p>8. In view of not providing 70 per cent free beds to EWS patients as per the terms of allotment, and large number of misuses/ unauthorized constructions, the allotment of land was cancelled in May 2004.</p> <p>9. However, based on a representation from Chairman, VIMHANS, the decision of cancellation of allotment of land was kept in abeyance till the views of Health Department, Government of National Capital Territory of Delhi (GNCTD) on the issue of providing free treatment to EWS were obtained.</p> <p>10. No mechanism or its implementation could be found in L&DO which indicated that hospital was following the condition for providing free treatment to EWS patients.</p> <p>11. L&DO also did not enforce the condition of including two nominees of the Government on the Executive Committee of the hospital to look after Government interest with regard to land management/ utilization thereof and also to ensure that it is utilized for the purpose laid down in the Memorandum of Agreement.</p> <p>12. There were two IDs of the property in e-Dharti, both of which were incomplete.</p> <p>Outstanding dues</p> <p>13. An amount of ₹12.34 crore was outstanding towards ground rent, interest on ground rent and damages/ misuse charges.</p>	<p>Accordingly, terms, which included updated Government dues, for withdrawal of re-entry order had been issued to the hospital on 07.12.2020. So far as nomination of Government nominee is concerned, it is mentioned that the available records do not state as to why no Government nominee was nominated till 2003. This matter was first examined in 2003-04 and since then, the property was under re-entered condition. Discrepancies in the property ID have been corrected.</p> <p>L&DO further replied (April 2021) that the land allotted to the hospital was cancelled on 18.05.2004 with the direction to hand over the possession of land on 28.05.2004 to the Lessor. However, the same was kept in abeyance as per the decision of the then Secretary (Urban Development) dated 24.05.2004. A demand letter dated 07.12.2020 for withdrawal of re-entry was issued to the hospital. However, the payment has not been made by them till date.</p>	<p>Committee of the hospital were laid down in the Memorandum of Agreement, which should have been adhered to.</p> <p>Though the Directorate of Health Services had informed (January 2019) that the hospital was not violating the conditions of free treatment to EWS, the demand letter for outstanding dues was issued by L&DO after around two years i.e., on 07.12.2020. Further, L&DO did not furnish a copy of the demand letter dated 07.12.2020 to Audit for verification and also did not inform about further action taken after non-payment of the demanded amount.</p>

10. St. Stephen's Hospital, Tis Hazari

Category	Hospitals
Property ID	21482
Jurisdictional Local Body	North Delhi Municipal Corporation
Size of Plot	(i) 5,544.19 square meters (1.37 acres), (ii) 1,942.49 square meters (0.48 acre), (iii) 5,256.87 square meters (1.299 acres)
Date of Allotment	(i) June 1970, (ii) February 1972, (iii) January 1976
Ground rent at the time of allotment (per annum)	(i) ₹342.50, (ii) ₹120, (iii) ₹325

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. The revision of ground rent was due in four multiples of the rate w.e.f., 01.01.2000, February 2002 and January 2006 respectively and thereafter at the end of each successive period of not less than 30 years. Ground rent was enhanced in respect of the plot measuring 1.37 acres only with effect from 15.12.2003 at the rate of ₹1,370 per annum.</p> <p>2. Ground rent was not revised in respect of the plots measuring 1,942.49 square meters and 5,256.87 square meters.</p> <p>3. In respect of the plot of 1.37 acres, the payment of ₹6,850 in August 2010 and ₹5,922 in August 2012 only was made and shown in the e-Dharti portal. The ground rent for all the three plots was paid by the hospital upto December 2012.</p> <p>Inspection</p> <p>4. Even after a lapse of 49 years from the allotment (1970), only five inspections were conducted. No inspection was done after January 2008.</p> <p>Breaches and misuse/ re-entry</p> <p>5. During the inspection of the St. Stephen's Hospital, a number of</p>	<p>L&DO replied (December 2020) that the Supreme Court of India in July 2018 directed the hospital to strictly follow the policy of free treatment to the EWS patients to the extent of 25 per cent OPD and 10 per cent IPD. The matter was under litigation till 2018. Thereafter, inspection of the property was carried out on 15.10.2020 and accordingly, a breach notice had been issued to the Hospital. The response of the Hospital was awaited.</p> <p>L&DO further replied (April 2021) that the matter was under litigation till 2018. The</p>	<p>The reply is not acceptable as there was no restriction on taking action against the lessee for violating the conditions of lease. Further, L&DO is silent on the issue of providing free treatment to EWS category patients. L&DO carried out the inspection of the premises in October 2020 i.e., after lapse of more than two years of Court's order and that too after being pointed by Audit. However, no demand letter has been issued to the lessee.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>breaches related to misuse and unauthorized constructions were reported. However, neither breaches were remedied nor demand notice was issued. No action taken to re-enter the property.</p> <p>Other issues</p> <p>6. The hospital did not adhere to the condition to provide free treatment to EWS patients.</p> <p>7. St. Stephen’s Hospital did not submit the completion plan</p> <p>8. Data in e-Dharti was incomplete and did not indicate the payment details.</p> <p>Outstanding dues</p> <p>9. An amount of ₹0.23 lakh was outstanding towards ground rent and interest on ground rent. Other dues on account of damages/misuse charges could not be worked out.</p>	<p>response of hospital is awaited. The Government dues shall be calculated in due course after receipt of response of the hospital on the breach notice issued to them. If the hospital fails to deposit the demanded amount, necessary punitive action may be taken as per terms & conditions of Agreement of Lease.</p>	

11. F-2, Connaught Place

Category	Business Premises
Property ID	35711
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	1,132.67 square meters (12,192.02 square feet)
Date of Allotment	28 March 1925
Ground rent at the time of allotment (per annum)	₹330

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. The revision of ground rent was due in January 1947, January 1977 and January 2007, however the ground rent was not revised.</p> <p>2. Ground rent at the rate of ₹330 per annum was not paid after January 1981, and ₹12,609 on account of ground rent and ₹24,402 on account interest was due from January 1981 to March 2019.</p> <p>3. Additional ground rent (for additional construction) of ₹22.27 lakh and interest thereon of ₹40.34 lakh have not been paid from January 1984 to March 2019 and the revision of the same was due in January 2014 i.e., after 30 years from January 1984, however, the same was not revised.</p> <p>Other dues</p> <p>4. The additional premium amounting to ₹45.74 lakh (balance premium of ₹9.49 lakh + interest at 10 <i>per cent</i> per annum from 8 January 1981 to 31 March 2019 i.e. ₹36.25 lakh) was not paid.</p> <p>Inspection</p> <p>5. No inspection was conducted after April 2005.</p>	<p>L&DO stated (December 2020) in its reply that the file has been sent to Technical Section for carrying out inspection and thereafter demand for revised ground rent, additional ground rent, etc. will be updated.</p> <p>L&DO further stated (April 2021) that before demanding Government dues from the lessee, all the aspects are to be finalized in consultation with various sections of the office. In the instant case, before finalization of additional/ revised ground rent,</p>	<p>The reply is not tenable as the matter has remained unattended since 2005 and no inspection has been conducted after 2005. Mere sending the file to Technical Section is not sufficient as the file had been sent to Technical Section earlier also (viz., June 2004) but no action was initiated for recovery/ revision of ground rent and additional ground rent, and the proposal for re-entry was dropped without any reasons. Further, no reply has been furnished regarding other issues pointed out by audit viz.,</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>Other Issues</p> <p>6. Breaches relating to unauthorized construction and misuse were noticed on the premises time to time. These breaches were not regularized and no recovery was made till date. No demand on account of breaches was issued despite request of the lessee. The case was processed for re-entry, but the same was dropped for no reasons.</p> <p>7. The perpetual lease was signed in March 1925, however, no correspondences were found in the concerned files before July 1962 (except records relating to transfer of property in March 1930). Further, file remained unattended after April 2005 despite existence of breaches/ misuse and outstanding dues.</p> <p>8. Sale of part property without permission of the lessor.</p> <p>9. It was observed from the data in e-Dharti that most of the columns of the property proforma were left blank which defeated the purpose of computerization of the records.</p> <p>Outstanding dues</p> <p>10. An amount of ₹1.17 crore was outstanding towards ground rent, interest on ground rent and damages/misuse charges.</p>	<p>inspection of the property is essential for which sanctioned building plan has been requested from the lessee. However, the same is still awaited. Consequent upon receipt of the same, all the dues shall be updated.</p>	<p>sale of land without permission of L&DO, action for removal of huge breaches and recovery of additional premium, etc.</p>

12. Alankar Cinema, Lajpat Nagar

Category	Cinema Halls
Property ID	21520
Jurisdictional Local Body	South Delhi Municipal Corporation
Size of Plot	4,217.70 square meters (5,044.333 square yards)
Date of Allotment	November 1954
Ground rent at the time of allotment (per annum)	₹51

Audit observations	Reply of L&DO	Further Audit comments
<p>1. Although it was a cinema plot, the lease deed was executed (May 1961) on Appendix XI which was meant for residential purposes.</p> <p>2. Supplementary deed was executed in May 1980 correcting the user clause as commercial for cinema/ theatres.</p> <p>Ground Rent</p> <p>3. The ground rent was fixed to ₹2.02 lakh w.e.f. March 1987 (change of user of land and premises from cinema to cinema cum commercial).</p> <p>4. No action for realization of ground rent was taken during the period from April 2016 to March 2019.</p> <p>5. Revised ground rent was fixed, but provision for further revision was not made.</p> <p>6. As per clarification vide L&DO letter dated 02.02.1999, second revision would fall due at the end of each successive period of not less than 30 years. More than 32 years have elapsed since the revision of ground rent was done in March 1987, but the ground rent has not been revised so far.</p> <p>7. Up to March 1987, yearly ground rent remained ₹51 at the rate of ₹1 per annum per 100 square yards which is for rehabilitation property.</p>	<p>L&DO replied (December 2020) that the premises were inspected in April 2005 and August 2007 and breach notices were also issued accordingly. The property had recently been inspected on 10.09.2020 and a breach notice had been issued on 23.11.2020. Reply of the lessee was awaited.</p>	<p>The reply is not acceptable since L&DO did not take effective action to recover the Government dues or re-enter the property. There was nothing in the file after October 2007, although it was in the knowledge of L&DO that there was an outstanding balance to be recovered from the lessee and there</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>Inspection</p> <p>8. Inspection of the property was conducted in April 2005 and misuse and unauthorised constructions were found.</p> <p>9. The last breach notice was issued in October 2007 to pay the outstanding amount. The lessee neither requested for temporary regularization of breaches nor made any payment.</p> <p>Other issues</p> <p>10. The balance payment of ₹13.41 lakh (₹106.34 lakh - ₹92.93 lakh) along with interest @10 per cent per annum demanded in October 2005 was yet to be realized.</p> <p>11. L&DO neither took action to evict Competent Films (unauthorised occupants) from the property nor imposed any penalty on Nahar Theatres (lessee) for selling the property without intimation to L&DO.</p> <p>12. In spite of the fact that there was an outstanding balance to be recovered from the lessee and there was misuse and unauthorised construction, L&DO neither made any correspondence with the lessee nor did take any action to recover the Government dues or re-enter in the property after October 2007. A notice was served in October 2007 to the lessee to remedy the breaches before exercising re-entry powers, after that there was nothing in the file.</p> <p>13. Surveyor of L&DO had visited the Lajpat Nagar area in July 2001 and came to know that Alankar Cinema building was demolished and a new building was under construction.</p> <p>14. Without intimation of L&DO, lessee demolished the premises and constructed a new building. L&DO was aware that a new building was being constructed but L&DO neither stopped the lessee from constructing the new building nor took action to re-enter the property. Unearned increase could not be recovered from the lessee due to signing of lease deed on Appendix XI.</p> <p>15. After being informed by Competent Films Private Ltd that they had bought the property, L&DO did not take any action to get complete information about current occupant of the property and continued to serve notices to Nahar Theatres (original lessee).</p>	<p>L&DO further replied (April 2021) that a show-cause notice had been issued to the lessee. In response to the show-cause notice, lessee has requested for payment of Government dues. Accordingly, file has been referred to Technical Section in March 2021 for calculation of Government dues.</p>	<p>was misuse and unauthorised construction. Only after being pointed out by Audit, L&DO carried out inspection in September 2020. However, the dues to be recovered from the lessee have not been calculated so far. Further, L&DO also did not take action to get the property vacated from the unauthorised occupants.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>16. Nahar Theatres sold (January 2001) a shop comprising of 921 square feet to one Mr. Gurmeet Singh, who further sold it to Mr. Raj Chopra (Director of Competent Films Private Ltd) in April 2007 vide an agreement to sell. The sale was registered in the O/o Sub-Registrar at a value of ₹1.30 crore. Unearned increase was recoverable by L&DO on this sale.</p> <p>17. As per lease deed, lessor is entitled to claim and recover the unearned increase in case of the subsequent sale after the first sale and the lessor has also the right to revise the ground rent. However, L&DO could not claim the unearned increase or revise the ground rent due to sale of the lease rights of property without intimation.</p> <p>18. Columns of property proforma in e-Dharti were either left blank or not updated.</p> <p>Outstanding dues</p> <p>19. An amount of ₹2.66 crore was outstanding towards ground rent, interest on ground rent and damages/misuse charges.</p>		

13. 17, Jor Bagh

Category	Other Nazul Properties
Property ID	33682
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	1,073.00 square meters (1,283.3 square yards)
Date of Allotment	December 1954
Ground rent at the time of allotment (per annum)	₹705

Audit observations	Reply of L&DO	Further audit comments
<p>Ground rent</p> <p>1. The revision of ground rent was due with effect from 01.01.1982, at the rate of ₹5,680 per annum, and thereafter at the end of each successive period of not less than 30 years, however, it could not be ascertained from the records up to which period ground rent had been paid.</p> <p>2. The revision of ground rent, though due with effect from 01.01.1982, was communicated to the lessee in September 2008.</p> <p>Other dues</p> <p>3. Unearned increase was also required to be paid by the lessee, however, the same was also not raised.</p> <p>Inspection</p> <p>4. The perpetual lease was executed in December 1954, and first inspection was conducted in October 2003 i.e., after a lapse of 49 years of the lease execution. Last inspection was carried out in December 2017 and breach notice was also issued to lessee in December 2017. However, demand of government dues was not raised.</p> <p>5. Neither any demand notice was issued nor action taken to re-enter the property.</p> <p>6. Joint inspection of the premises was conducted by Audit along with the staff of</p>	<p>L&DO replied (December 2020) that the requisite action was being taken as per policy.</p> <p>L&DO further replied (April 2021) that the property still stands in the name of Sh. Chunni Lal Katyal. The property is presently under occupation of Sh. K.P.Sahi.</p> <p>Accordingly, he has been requested vide letter dated 01.04.2021 to submit an online</p>	<p>The reply is not tenable since L&DO does not seem to be aware of the actual legal heirs of Shri Chunni Lal Katyal and they had issued letter to Shri K.P. Sahi, the so-called occupier of the premises. Instead of initiating action for recovery of Government dues, L&DO is waiting for the reply of the so-called occupier of the premises.</p>

Audit observations	Reply of L&DO	Further audit comments
<p>L&DO in January 2020. Some of the previous unauthorized constructions as reported in inspection report of L&DO dated 12.11.2017 still existed.</p> <p>Other findings</p> <p>7. L&DO did not take any action on the request made (February 2002) by Maharani Durgeshwari Sahi to transfer the lease rights in the name of her grandson Mr. K.P. Sahi given to him as per gift deed. Subsequently, the property was taken (August 2002) on lease by one Ms. Suman Kapoor from Mr. K.P. Sahi. Ms Suman Kapoor made a request (June 2003) to L&DO for change of use of the property from residential to non-domestic as the property was being used by her as residence-cum-creche.</p> <p>8. L&DO was not aware of the change of use of the property from residential to non-domestic as the property was being used as residence-cum-crèche. The property was still in the name of Maharani Durgeshwari Sahi in the records of L&DO.</p> <p>9. Data in e-Dharti was incomplete and did not indicate the payment details.</p> <p>Outstanding dues</p> <p>10. An amount of ₹1.47 crore was outstanding towards ground rent, interest on ground rent and damages/misuse charges.</p>	<p>application of substitution with the documentary proof regarding stake in the property. onsequent upon receipt of ownership documents, demands shall be raised on the actual legal heirs of the lessee.</p>	

14. Sen Nursing Home

Category	Other Nazul Properties
Property ID	33981
Jurisdictional Local Body	South Delhi Municipal Corporation
Size of Plot	5,058.68 square meters (1.25 acres)
Date of Allotment	19 July 1952
Ground rent at the time of allotment (per annum)	₹4,687.50

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. The records provided to Audit did not reveal the complete details of payment and revision of ground rent in terms of provision of the lease deed.</p> <p>Inspection</p> <p>2. Inspections were done without sanctioned building plan.</p> <p>3. No inspection was done after February 2013.</p> <p>Other issues</p> <p>4. The property changed hands many times after leasing to the original lessee without knowledge of the L&DO. The original lessee had transferred (June 1974) the lease rights to Ansal Saigal Properties Ltd, who constructed flats in the leased space and sold these the flats to individuals. Though it came into the notice of the L&DO in January 2010, however, no action was initiated by L&DO. From the Sub-Registrar's office, Audit could obtain the details of three purchasers of flats, wherein it was seen that two of the flats had been given on rent by the purchasers and an agreement to sell had been executed for one flat in September 2011. This flat was registered at a value of ₹1.21 crore. Unearned increase was also recoverable by L&DO on this sale.</p>	<p>L&DO replied (December 2020) that the matter had recently been examined in detail and it was found that the premises were under occupation of various unauthorized occupants/squatter. As such, with the approval of L&DO, it had been decided to cancel the allotment. Accordingly, a show cause notice was issued on 09.12.2020.</p> <p>L&DO reiterated (April 2021) that a show cause notice dated 09.12.2020 has been issued. The copy of the same has been</p>	<p>L&DO did not provide copy of the show cause notice. L&DO also did not mention about action taken for recovery of Government dues.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>5. Breach notice was issued to the lessee in March 2012 and the reply to this notice was given by the Hans Bhawan Flat Owners Association on 28.06.2012 stating that after 10.02.2010 the maintenance and upkeep of the building had been handed over to Flat Owners Association of Hans Bhawan.</p> <p>6. No demand letter was issued to the lessee despite issuance of breach notice between the period of March 2012 and March 2013.</p> <p>7. Although there were breaches and outstanding dues, there was nothing in the file after December 2013.</p> <p>8. No action was initiated by L&DO for recovery of unearned increase in violation of the clause 2 (18) of Lease Deed.</p> <p>9. No action for re-entry was initiated by L&DO.</p>	<p>enclosed for ready reference</p>	

15. 29, Aurangzeb Road

Category	Other Nazul Properties
Property ID	24686
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	9,886.47 square meter (2.443 acres)
Date of Allotment	September 1930
Ground rent at the time of allotment (per annum)	₹410

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground Rent</p> <p>1. Ground rent revision was due in January 1957, January 1987 and January 2017 but was never revised.</p> <p>2. Ground rent was not paid after July 1977. L&DO did not issue any demand letter for payment of ground rent after July 1977.</p> <p>Inspections</p> <p>3. The inspection of the property was carried out in June 1990, December 1994 and December 2017 and breach notice was issued in March 2018.</p> <p>4. Although there were continuous breaches/ misuse since June 1990, no demand was raised by the L&DO.</p> <p>Other issues</p> <p>5. Most of the data in e-Dharti was not filled.</p> <p>6. In spite of breaches found during the inspections, L&DO did not take effective action for removal of breaches or re-enter the property.</p> <p>Outstanding dues</p> <p>7. An amount of ₹33.80 lakh was outstanding towards ground rent, interest on ground rent. Dues on account of damages/ misuse charges could not be worked out.</p>	<p>L&DO replied (December 2020) that the case had been referred to Technical Section to carry out inspection and calculate up-to-date charges. Thereafter, the demand would be served on the lessee and if the lessee fails to deposit the same, necessary punitive action would be taken as per terms of lease deed.</p> <p>L&DO further replied (April 2021) that after issue of breach notice, action for recovery of Government dues will be considered.</p>	<p>L&DO did not issue any demand letter for payment of ground rent after July 1977. Although there were continuous breaches/ misuse since June 1990, no amount towards misuse/ damage charges was paid by lessee due to non-issue of demand letter by the L&DO. All that L&DO has done after 30 years is that they have referred the case to Technical Section. Inspections of the property time and again without issuing demand notices defeated the purpose of inspections as neither breaches were remedied nor the dues on account of breaches could be recovered.</p>

16. 3, Kautilya Marg

Category	Other Nazul Properties
Property ID	22509
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	1,132.62 square meters (1,354.60 square yards)
Date of Allotment	14 October 1957
Ground rent at the time of allotment (per annum)	₹415

Audit observations	Reply of L&DO	Further Audit comments
<p>Other issues</p> <p>1. As per the terms of the conveyance deed, the property shall be used strictly as per lease terms/ master plan norms and in the condition of any encroachment upon the Government land or property being put to any use other than stipulated in the lease term, the conveyance deed shall be revoked without any notice. Audit, however, noted that L&DO has not exercised any control to ascertain the present status of use of property, after conversion of property to freehold.</p> <p>2. L&DO has not taken any steps to calculate and raise demand for claiming dues on account of balance of conversion fees that became payable in view of revision of land rates from retrospective effect (i.e., with effect from 01.04.2000).</p> <p>Outstanding dues</p> <p>3. An amount of ₹10.52 lakh was not recovered towards other dues on account of non-revision of charges after conversion of property into freehold.</p> <p>4. L&DO neither furnished any reply to the audit observation issued in June 2020 nor provided any information sought therein.</p>	<p>L&DO replied (December 2020) that the required action in the matter was being taken shortly.</p> <p>L&DO further replied (April 2021) that a demand in the instant case was issued on 01.04.2021.</p>	<p>After around four years from the revision of land rates in May 2017, L&DO has issued a demand letter to the lessee, copy of which has not been provided to Audit.</p>

17. Garage, Plot No. 7, Block-91, Gole Market

Category	Other Nazul Properties
Property ID	33338
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	24.30 square meters (261.63 square feet)
Date of Allotment	September 1941
Ground rent at the time of allotment (per annum)	₹31

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. Recovery of ground rent for the period January 1940 to July 1964 (more than 24 years) at the rate of ₹31 per annum was not made.</p> <p>2. Ground rent at the rate of ₹124 per annum and additional ground rent at the rate ₹129.85 per annum for the period July 2001 to March 2019 was also not recovered from the lessee.</p> <p>3. The revision of the ground rent was due on 01.01.1969 and thereafter on 01.01.1999 but the same was revised by the L&DO in May 2001 after a lapse of more than 32 years (from the due date of revision) from ₹31 to ₹124 i.e., four times of the previous ground rent which was irregular because as per order of Ministry of Works and Housing dated 24.12.1983, the ground rent if not revised from 31 to 40 years since the revision falls due, the ground rent was to be enhanced 10 times of the existing ground rent. Hence, ground rent of ₹310 per annum should have been charged.</p> <p>Inspection</p> <p>4. The property was allotted in 1941 and the first inspection was conducted in April 1971 i.e., 30 years after the execution of perpetual lease. After the inspection in October 1998, another inspection was done in May 2018 and breach notice issued in June 2018.</p>	<p>L&DO stated in its reply (December 2020) that the file has been sent to Technical Section for carrying out inspection and thereafter demand for revised ground rent, additional ground rent, etc. would be updated.</p> <p>L&DO further stated (April 2021) that they have already started a drive to update records/ demand of each and every property. To update</p>	<p>The reply of the L&DO is not tenable as no action in respect of revision/ recovery of ground rent and demand of additional ground rent has been taken till now. Mere sending the file to Technical Section is not sufficient. A conclusive action needs to be taken by L&DO. Further, no action has been initiated regarding sale/ transfer of land without permission of L&DO.</p>

<p>5. The last inspection was carried out in November 2018 and breaches found during the inspection of May 2018 were found removed.</p> <p>Other issues</p> <p>6. The property had changed hands after leasing to the original lessee without knowledge of the L&DO. However, no action was initiated by L&DO after it came into its knowledge.</p> <p>Outstanding dues</p> <p>7. An amount of ₹0.18 lakh was outstanding towards ground rent and interest on ground rent.</p>	<p>the records and to raise updated demands, inspection of the property is essential. Matter is under examination in consultation with Technical Wing.</p>	
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18. Plot No. 12, Block 10, Golf Links

Category	Freehold Properties
Property ID	22003
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	1,517.24 square meters (1,814.6 square yards)
Date of Allotment	April 1966
Ground rent at the time of allotment (per annum)	₹927.50

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. The revision of ground rent was due from January 1983, however, the same was revised in October 2004.</p> <p>Inspection</p> <p>2. The last inspection was conducted in February 2016, breach notice was issued in March 2016 and demand notice issued in April 2016.</p> <p>Other dues</p> <p>3. The conversion of the property into freehold was approved in May 2016. An undertaking was given by allottee that he would pay the difference of misuse, damage and conversion charges etc., if the land rates were revised with effect from 01.04.2000. However, no such dues were demanded by L&DO despite revision of land rates in 2017.</p> <p>Other findings</p> <p>4. The allottee gave an undertaking that the property shall be used strictly as per lease terms/ master plan norms and for no other purpose or any non-conforming use whatsoever even after conversion of the same into freehold. No such control</p>	<p>L&DO replied (December 2020) that the demand was under preparation and would be served on allottee shortly.</p> <p>L&DO further replied (April 2021) that they have started a drive to update records/ demand of each and every property including raising of demand for the difference of conversion/ misuse/ damages charges in respect of freehold property. This is being carried out area-wise.</p>	<p>Around four years have elapsed since the revision of land rates in May 2017, but L&DO was still in the process of issuing demand letter. This shows that L&DO did not make concerted efforts for recovery of Government dues.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>was exercised by L&DO to ascertain present use of the property.</p> <p>5. The allottee was required to submit an attested copy of registered conveyance deed to L&DO within 15 days of its receipt. However, no such copy was furnished by the allottee.</p> <p>Outstanding dues</p> <p>6. An amount of ₹42.29 lakh was not recovered towards other dues on account of non-revision of charges after conversion of property into freehold.</p>	<p>As such, demand shall be issued in due course.</p>	

19. 19, Prithviraj Road

Category	Freehold Properties
Property ID	35269
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	6,110.753 square meters (1.51 acres)
Date of Allotment	March 1923
Ground rent at the time of allotment (per annum)	₹358

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground Rent</p> <p>1. L&DO did not demand the arrears of ground rent with effect from 15 January 2013 to 19 July 2017.</p> <p>Inspection</p> <p>2. Inspection was done in September 2017 after October 2012. Audit observed that an inspection was also conducted in July 2014, however, L&DO did not accept the same as the main file was missing.</p> <p>Other issues</p> <p>1. L&DO did not claim damage charges beyond 14 July 1995 on unauthorized construction though the lessee removed all encroachment only in July 2014. Conveyance deed was issued by L&DO in July 2017.</p> <p>2. Correspondences pertaining to the period 1923 to February 1967, November 1984 to September 2004 were not available in the files. Correspondences pertaining to the period September 2012 to June 2017 were also missing.</p>	<p>L&DO stated in its reply (December 2020) that Hon'ble High Court of Delhi directed that L&DO can claim payment towards unauthorized construction till 14.07.1995. The matter was agitated before Hon'ble Supreme Court and Hon'ble Court had declined to entertain the plea of L&DO. The review petition filed by L&DO in Hon'ble Supreme Court was also dismissed. Therefore, in pursuance of directions of Hon'ble High Court, L&DO could only charge payment upto 14.07.1995 and the same had been accounted for.</p> <p>L&DO further stated (April 2021) that in view of the Court's order, no demand was recoverable beyond July 1995. At the time of conversion of the property in 2017, all the Government dues had already been realized.</p>	<p>In view of the Court's decision, no further comments.</p>

20. 1, Hailey Road

Category	Freehold Properties
Property ID	18254
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	6,839.19 square meters (1.69 acres)
Date of Allotment	July 1932
Ground rent at the time of allotment (per annum)	₹200

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. Details of ground rent demanded by L&DO from January 1928 to June 1984 were neither available on e-Dharti portal nor found in the records.</p> <p>2. Amount of ground rent deposited from July 2011 to March 2019 varied from year to year. Year-wise details on account of ground rent and revised ground rent from 2011 onwards could not be verified.</p> <p>Inspection</p> <p>3. Last inspection was carried out in October 2015.</p> <p>Other dues</p> <p>4. Dues payable on account of damage charges were not re-calculated and claimed at revised rates with effect from the year 2000, after the revision of rates in May 2017.</p> <p>Other issues</p> <p>5. There was no clause relating to 'unearned increase' in the perpetual lease deed. Although the lease rights of the property were transferred to</p>	<p>L&DO replied (December 2020) that the case had been referred to Technical Section to carry out inspection and calculate up-to-date charges. Thereafter, the demand would be served on the lessee and if the lessee fails to deposit the same, necessary punitive action will be taken as per terms of lease deed.</p> <p>L&DO further replied (April 2021) that the matter is already under process to prepare the demand for the whole premises and proportionately raise demands in respect of each flat.</p>	<p>The action taken by L&DO is not yet complete. The details of the demand issued in each case would be watched in Audit.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>multiple hands, the unearned increase was not demanded by L&DO.</p> <p>6. A multi-storey building (Group Housing) was constructed comprising 55 flats. Out of 55, only 8 flats had been converted into freehold.</p> <p>Outstanding dues</p> <p>7. An amount of ₹40.47 lakh was outstanding towards ground rent, interest on ground rent and damages.</p>		

21. Centre of Indian Trade Unions (CITU)

Category	Trade Unions
Property ID	21466
Jurisdictional Local Body	South Delhi Municipal Corporation
Size of Plot	504 square meters
Date of Allotment	February 2009
Ground rent at the time of allotment (per annum)	₹27,399 (provisional)

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground Rent:</p> <p>1. L&DO did not take any initiative to raise demand for payment of dues owing to revision in land rates and to communicate the lessee regarding revision in ground rent.</p> <p>2. The ground rent for the years 2015-16 to 2017-18 has not been paid by the lessee. However, L&DO only accepted the ground rent as and when received without ascertaining whether the ground rent for previous years was paid or not.</p> <p>Inspection:</p> <p>3. No inspection of the premises had been conducted after the allotment of land in February 2009 and construction of the building had not been completed yet.</p> <p>Other dues:</p> <p>4. L&DO did not take any steps to impose penalty of ₹26.05 lakh on the lessee as the construction had not been completed till date.</p> <p>5. L&DO had not raised any demand for payment of difference of premium of ₹1.05 crore that became due to be paid by CITU.</p>	<p>L&DO replied (December 2020 and April 2021) that the file was sent to Technical Section on 26.12.2017 for inspection. In response to inspection notice, CITU had requested to postpone the inspection for some months as their building was in the last stage of construction. The file was again sent on 31.01.2019 to Technical Section for calculation of the charges of revised premium and ground rent. However, it was returned with some observation. Further, it has now been decided that before updation of Government</p>	<p>CITU had requested to postpone the inspection for three months in January 2018 but L&DO has not yet conducted inspection of premises even after lapse of four years. This shows that L&DO is not making concerted efforts for recovery of Government dues.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>6. L&DO has not raised demand in time causing approximately ₹1.64 crore (₹104.82 lakh balance of premium + ₹32.82 lakh balance of ground rent + ₹0.49 lakh on account of interest on ground rent + ₹26.05 lakh penalty for belated construction) remaining outstanding.</p> <p>Other issues:</p> <p>7. There is discrepancy in information regarding rate of ground rent and payment of ground rent, available in file and that available in e-Dharti portal.</p>	<p>dues, inspection of the premises may be carried so as to find out the latest status of the premises. Accordingly, the file is under submission for getting the premises inspected.</p>	

22. All India Trade Union Congress (AITUC)

Category	Trade Unions
Property ID	21368
Jurisdictional Local Body	North Delhi Municipal Corporation
Size of Plot	952 square meters
Date of Allotment	May 2005
Ground rent at the time of allotment (per annum)	₹51,754 (provisional)

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. Allottee was to pay ground rent and premium at enhanced rate when revised. However, despite revision of rates, premium and ground rent was not revised. The allottee did not pay any ground rent to L&DO.</p> <p>2. The allottee itself intimated in June 2019 that it had not paid any ground rent and asked to intimate the dues payable by it. L&DO did not intimate the dues payable by the allottee.</p> <p>Inspection</p> <p>3. After October 2007, no inspection was done as of March 2019.</p> <p>Other issues</p> <p>4. The lease deed had not been executed for the plot. Neither L&DO had asked the lessee to do the same.</p> <p>5. Copy of sanctioned building plan was not available with L&DO.</p> <p>6. The plot for AITUC was allotted seven times (finally in May 2005). Allotments for plots made on three occasions (in May 2002, July 2002 and October 2002) were cancelled as these were occupied by some</p>	<p>L&DO replied (December 2020) that the file was referred to Internal Audit Cell (IAC) for updating the Government dues including revised premium and Ground Rent on 15.7.2019. However, IAC advised to check status of construction before calculating the Government dues. As such, the premises were inspected on 26.08.2019 and accordingly breach notice was sent on 20.09.2019. In response to above, the lessee had submitted the photocopy of the completion plan and requested to condone the breach. The same was examined and the AITUC had been requested to furnish the plans in original vide letter dated 12.03.2020,</p>	<p>The land was allotted in May 2005 to AITUC. However, after October 2007, L&DO did not conduct any inspection or took any action for recovery of ground rent till July 2019 when lessee himself intimated in June 2019 that it had not paid any ground rent and asked to intimate the dues payable by it. Thereafter, all that L&DO did was to forward the file to IAC for updating dues. However, it did not intimate the lessee about the dues payable. This shows that L&DO did not make</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>other persons who could not be evicted. In three instances (August 2001, January 2002 and July 2003), the allottee refused to accept the allotment as the size of the plots was small.</p> <p>Outstanding dues</p> <p>7. L&DO has not raised any demand on AITUC for payment of difference of premium of ₹84.52 lakh that became due to be paid by AITUC.</p> <p>8. A total of ₹1.35 crore was outstanding towards ground rent, interest on ground rent and premium.</p>	<p>which was still awaited.</p> <p>L&DO further stated (April 2021) that the premises of the AITUC had already been inspected and the Government dues shall be calculated once the lessee furnished the original completion plan and completion certificate.</p>	<p>concerted efforts for recovery of dues.</p>

23. Indian National Trade Union Congress (INTUC)

Category	Trade Unions
Property ID	20584
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	370.566 square meters
Date of Allotment	June 1984
Ground rent at the time of allotment (per annum)	₹24,319

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. The due date of revision of ground rent (June 2014) taken as 30 years from date of allotment as lease deed was not signed. The ground rent was not revised.</p> <p>2. Ground rent was paid till July 1997.</p> <p>3. L&DO did not take any action to realize the dues.</p> <p>Other dues</p> <p>4. L&DO did not calculate or demand the outstanding dues from the allottee.</p> <p>Inspection</p> <p>5. After September 2005, the inspection of the property was done only in April 2018 and a breach notice was issued in the same month.</p> <p>6. No action was taken thereafter to either re-enter the property or demand dues from the allottee.</p> <p>Other findings</p> <p>7. Lease deed was not signed.</p>	<p>L&DO replied (December 2020) that it conducted inspections from time to time and accordingly, breach notices were also issued to lessee. To know the present status of the premises, inspection of the premises was carried out and accordingly, a breach notice was issued to INTUC on 23.04.2018. In response, INTUC had requested for some more time to remedy the breaches and assured that they would dismantle the temporary structure very soon, once they could make an alternate arrangement. Thereafter, file was sent to Technical Section for calculation of Government dues. In the meantime, INTUC had furnished the plan. The plan was examined in consultation with Technical Section and it was observed that the plan submitted by the lessee was</p>	<p>Reply of L&DO that they were conducting inspections from time to time is not correct as after September 2005, the next inspection was conducted in April 2018 i.e., after around 13 years. From the reply of the L&DO, it was not clear how the L&DO conducted the inspection and issued breach notice without the sanctioned building plan as lessee was requested for providing complete set of plan only in April 2019. It took 20 months for issuance of reminder for complete set of plan. L&DO did not take action for recovery of ground rent from the lessee which had not been paid since</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>8. L&DO did not possess the sanctioned building plan. The plans submitted by allottee in February 2019 were considered incomplete by L&DO. The inspections were conducted without sanctioned building plan.</p> <p>9. The data in e-Dharti property proforma indicated inspections of July 2003 and September 2005 only. The current dues and amount paid were shown as zero. Most of the columns of the proforma were not filled up.</p> <p>Outstanding dues</p> <p>10. An amount of ₹11.69 lakh was outstanding towards ground rent and interest on ground rent. Other dues on account of damages/misuse charges could not be worked out.</p>	<p>incomplete. The lessee had been requested to submit the complete set of plan vide letter dated 26.04.2019. A reminder is regard had also been sent on 08.12.2020.</p> <p>L&DO further stated (April 2021) that because of non-finalisation of the plan by local body, the allottee is not able to submit the plan in time. The party has been asked to submit the plan.</p>	<p>July 1997.</p>

24. Kishan Bhag Chand (Capital Coal Company), Prithviraj Lane

Category	Coal Depots/ Gas Godowns
Property ID	36100
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	161.62 square meters (193.3 square yards)
Date of Allotment	July 1967
Ground rent at the time of allotment (per annum)	₹1,461.60

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. The allottee, Sh. Kishan Bhag Chand, was offered temporary allotment which it did not accept and did not pay any ground rent to L&DO.</p> <p>Other dues</p> <p>2. L&DO worked out the dues outstanding against the coal depot for ₹99.47 lakh and issued a demand notice in March 2012. The amount was not paid by the allottee.</p> <p>Other issues</p> <p>3. L&DO treated the original allottee as unauthorized occupant due to non-payment of monthly rent after September 1969. In June 1981, one Shri Jagdish Chander intimated L&DO that he was in occupation of the Depot for the last 10 years and requested to transfer the lease in his name. He also intimated in November 1984 that clear title to the business being run in the name of Capital Coal Company now being run in the name of Cee Coal Company was with him due to an arbitration award. Despite knowing this, L&DO did not try to ascertain actual status of the occupant of the property and to evict him.</p>	<p>L&DO replied (December 2020) that the action for recovery of Government dues was being taken.</p> <p>L&DO further replied (April 2021) that after passing of eviction order by Estate Officer, the possession of the site was handed over to CPWD on 15.11.2018. Letter is being issued to Capital Coal Company for recovery of outstanding dues. Also matter will be taken up with the Department of</p>	<p>The reply is not acceptable as L&DO is now contemplating to issue letter to Capital Coal Company whose whereabouts are not known as it was not in the possession of the premises since 1971. The fact remains that L&DO failed to take timely remedial measures resulting in non-realization of Government dues of ₹99.47 lakh.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>4. No action was taken in the matter for more than eight years between 10.04.2000 to 19.10.2004 and 06.02.2006 to May 2010 as the file was lying unattended.</p> <p>5. L&DO filed a plaint for eviction in April 2015. The Estate Officer, in May 2018, ordered eviction of unauthorized occupant and also ordered recovery of ₹99.47 lakh as damage charges for using and occupying the premises in unauthorised manner. The possession of land was taken over in November 2018, but no action was taken to initiate recovery of ₹99.47 lakh.</p> <p>Outstanding dues</p> <p>6. An amount of ₹99.47 lakh was outstanding towards other dues on account of unauthorized occupation of the property.</p>	Revenue, GNCT Delhi.	

25. Sukhdeep Coal Depot

Category	Coal Depots/ Gas Godowns
Property ID	33811
Jurisdictional Local Body	North Delhi Municipal Corporation
Size of Plot	139.63 square meters (167 square yards)
Date of Allotment	N.A.
Ground rent at the time of allotment (per annum)	N.A.

Audit observations	Reply of L&DO	Further Audit comments
<p>Findings:</p> <p>1. Sukhdeep Coal Depot was in unauthorized occupation of land at Rouse Avenue. As per policy, he was allotted alternate site at Mirdard Road in June 2000. However, local residents objected to the allotment of this site. He was then allotted plot at Malviya Nagar in June 2002. The plot had an encroachment of public urinals on it and the land was handed over to him in January 2009. The lessee applied for conversion from leasehold to free hold in August 2009. Letter for execution of conveyance deed was sent to the lessee in May 2010 but the copy of the conveyance deed was not found in the records.</p> <p>2. The lessee at the time for applying for conversion to freehold had given an undertaking that after the revision of land rates, he would pay the difference. However in May 2017 after revision of land rates, no recovery had been effected from the lessee by the L&DO for the difference amount of ₹6,316.</p> <p>3. As per the undertaking given by the lessee, the freehold property would be used as per the terms of the lease/master plan norms, but there was no correspondence in the file showing that L&DO had ensured that the lease terms were being followed by the lessee after the conversion into freehold.</p> <p>Outstanding dues</p> <p>4. An amount of ₹0.06 lakh was outstanding towards other dues on account of non-recovery of charges at revised rates after conversion.</p>	<p>L&DO replied (December 2020) that action for the recovery of difference was being taken.</p> <p>L&DO further stated (April 2021) that the difference, if any, recoverable will be communicated at the earliest.</p>	<p>The fact remains that action for recovery of difference amount of conversion charge due to revision in the land rates is yet not completed.</p>

26. M/s Kayson Enterprises, Gas Godown site allotted to BPCL, Site No.2, Sardar Patel Marg

Category	Coal Depots/ Gas Godowns
Property ID	20990
Jurisdictional Local Body	New Delhi Municipal Council
Size of Plot	524 square meters
Date of Allotment	September 1983
Ground rent at the time of allotment (per annum)	₹3,604

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground rent</p> <p>1. Ground rent was to be revised every five years up to December 2006, thereafter enhancement by eight percent annually. It was retrospectively revised in April 2013. Ground rent after April 2013 was not calculated and communicated to the allottee.</p> <p>2. Against the demand of ₹3.52 lakh issued in April 2013, only ₹2.00 lakh was paid in October 2015. Notice was issued in February 2018 by L&DO to pay the dues, but these were not paid.</p> <p>Other dues</p> <p>3. Dues were calculated only up to December 2013. Updated demand was not issued.</p> <p>Inspection</p> <p>4. After February 2012, the inspection was done only in July 2018 and breach notice issued in October 2018.</p> <p>Other findings</p> <p>5. No action was taken to re-enter the property despite non-remedy of breaches.</p>	<p>L&DO replied (December 2020) that the inspection was carried out on 31.07.2018 and breach notice was issued on 01.10.2018. Once the examination is over, the demand will be drawn up and served on the lessee.</p> <p>L&DO further replied (April 2021) that till the submission of sanction plan, no action can be taken in respect of demand. Against the demand of ₹3.52 lakh, ₹3 lakh was paid by the BPCL. A breach notice</p>	<p>The reply of April 2021 is contradictory in itself as on one hand it says that till submission of sanctioned plan action cannot be taken against the lessee in respect of demand, but on the other hand it says that action for revised demand is under process. Besides, Audit noticed from the records that BPCL had paid only ₹2 lakh against the demand of ₹3.52 lakh whereas L&DO has stated that ₹3 lakh had been paid by the lessee. L&DO has not furnished any documentary evidence in support of its</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>6. License deed was not signed.</p> <p>7. Copy of sanctioned building plan was not available with L&DO.</p> <p>8. Allotment of plot was temporary. However, the period of temporary allotment was not found. The temporary allotment was never renewed.</p> <p>9. Data in e-Dharti was incomplete and did not indicate the payment details.</p> <p>Outstanding dues</p> <p>10. An amount of ₹8.73 lakh was outstanding towards ground rent, interest on ground rent and other dues on account of damages/ misuse charges.</p>	<p>was issued in 2018. Action for revised demand is under process in consultation with the Technical wing.</p>	<p>reply.</p>

27. M/s Prem Service Station, BPCL, J.B. Tito Marg, Behind Andrews Ganj Police Station

Category	Petrol Pumps
Property ID	20250
Jurisdictional Local Body	South Delhi Municipal Corporation
Size of Plot	1,532.62 square meters (1,833 square yards)
Date of Allotment	23 May 1961
Ground rent at the time of allotment (per annum)	₹5,499

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground Rent</p> <p>1. Ground rent beyond the period 31.03.1974 was unpaid despite misuse and damage charges.</p> <p>2. Payments made by M/s Burmah Shell (now BPCL) beyond 31.03.1974 were not accepted by L&DO on the plea that breaches were found during the inspections and were yet to be regularized.</p> <p>Inspection:</p> <p>3. The land was transferred to L&DO in 1963. First inspection was conducted in September 1974 after a long period of 11 years. Last inspection has been conducted in 1995. Inspections were not held and breach notices were not issued by L&DO on regular basis.</p> <p>Other issues:</p> <p>4. It was not clear from the records whether the lease was renewed or not.</p> <p>5. BPCL repeatedly asked for the charges payable for regularizing the breaches found during inspections, however, L&DO did not issue any demand notice.</p>	<p>L&DO replied (December 2020) that possession of alternative site on Joseph Broz Tito Marg was handed over to BPCL on 07.03.1977 by the DDA. The inspection was denied by the BPCL on the ground that inspection was being done by DDA regularly and ground rent was being regularly paid to the DDA. Accordingly, DDA was requested vide letter dated 21.07.2006 to forward the record of allotment to BPCL. However, no reply was received from them. Action was being taken to get the record of allotment from DDA. The question of outstanding dues does not arise as the ownership of</p>	<p>Even after lapse of more than 43 years, L&DO could not confirm whether the ownership of land is vested with L&DO or DDA. This may be seen in light of the fact that both L&DO and DDA are under the administrative control of the same Ministry i.e., Ministry of Housing and Urban Affairs.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>6. L&DO was denied inspection in May 2006 on the grounds that inspections were being done by DDA. However, it was mentioned in the records that on being observed from the outside of the premises, part of the area was being misused as Convenience store, ATM, Money transfer. In July 2006, L&DO asked DDA about the records of allotment and receipt of payments from BPCL. No correspondence was available in the records beyond that.</p> <p>7. Information on e-Dharti was incomplete which defeated the purpose of computerization of records.</p> <p>Outstanding dues</p> <p>8. An amount of ₹10.07 lakh was outstanding towards ground rent and interest on ground rent. Other dues on account of damages/ misuse charges could not be worked out.</p>	<p>land was vested with DDA and this fact was yet to be verified from DDA.</p> <p>L&DO further replied (April 2021) that during the inspection of the premises, it was reported by the Petrol Pump owners that inspection is done by DDA and they are paying ground rent to DDA. It is clear that land is under the administrative control of DDA.</p>	

28. M/s Krishna Filling Service Station, BPCL, Minto Road

Category	Petrol Pumps
Property ID	47832
Jurisdictional Local Body	North Delhi Municipal Corporation
Size of Plot	1,080 square meters
Date of Allotment	18 June 2008
Ground rent at the time of allotment (per annum)	₹10,00,000 (license fee)

Audit observations	Reply of L&DO	Further Audit comments
<p>Ground Rent</p> <p>1. License fee and interest thereon was due from BPCL till date. No demand has been raised for the dues.</p> <p>Inspection</p> <p>2. No inspection has been carried out since the allotment of site.</p> <p>Other Findings:</p> <p>3. The allotment was made on purely temporary basis for a period of two years. Despite lapse of 10 years, renewal of the allotment was not made.</p> <p>4. License from the Chief Controller of Explosive Safety for putting up filling station was not found in the records.</p> <p>5. No lease deed was found in the records.</p> <p>6. No information has been uploaded on e-Dharti regarding this petro pump.</p>	<p>L&DO replied (December 2020 and April 2021) that land was allotted to M/s. BPCL on 18.6.2008 at DDU Marg, for the initial period of 2 years. A letter dated 6.11.2009 was received from BPCL wherein they stated that a team of North DMC had raised objections on construction at site as it fell in Right of Way (ROW) and requested for joint inspection. BPCL vide letter dated 21.10.2018 informed that North MCD has put on hold approval of building plan of BPCL. The issue was taken up by Technical Section. As the site was under dispute, there was no question of ground rent. As advised by Estate Officer, the matter was taken up with CPWD for its comments. As advised by ADG (Arch.), CPWD, a letter was sent on 29.11.2018 to DDA to incorporate the BPCL Petrol Pump in their record i.e., MPD-2021. After allotment in 2008, the petrol pump</p>	<p>L&DO's reply that after allotment in 2008, the petrol pump was not functional due to land use and other issues is not acceptable as L&DO has never inspected the site. During the examination of records, it was found by Audit that L&DO is receiving part payments from BPCL from time to time and last payment was received in January 2017. Also, during the physical visit by Audit (January 2021), it was found that the said petrol pump was functional on the site. Despite receipt of part payments from BPCL, L&DO did not bother to inspect the site to know exact status of the site. Without</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>Outstanding dues</p> <p>7. An amount of ₹2.10 crore was outstanding towards ground rent and interest on ground rent. Other dues on account of damages/ misuse charges could not be worked out.</p>	<p>is not functional due to land use and other issues. Therefore, the demand to M/s BPCL will be issued after the approval of Competent Authority.</p>	<p>inspecting the site, there was no basis for L&DO to arrive at a conclusion that the petrol pump was not functional.</p>

29. All India Trinamool Congress

Category	Political Parties
Property ID	21483
Jurisdictional Local Body	North Delhi Municipal Corporation
Size of Plot	1,008 square meters
Date of Allotment	20 December 2013
Ground rent at the time of allotment (per annum)	₹54,798

Audit observations	Reply of L&DO	Further Audit comments
<p>Findings</p> <p>1. The land was allotted to All India Trinamool Congress (AITMC) in March 2011, however, the possession of land could not be handed over to the AITMC due to encroachment. Alternate plot was allotted to AITMC but this land was also encroached.</p> <p>2. As per the Office Manual of L&DO, the land in question was to be demarcated in the presence of the purchaser and a certificate was to be obtained that land has been demarcated and was to be handed over in vacant position. However, the same was not followed in this case. No action for removal of the encroachment was initiated by the L&DO.</p> <p>3. It is evident from the above that time to time survey of the vacant land in possession of the L&DO was not undertaken to ensure that the land was free from encroachment.</p>	<p>L&DO replied (December 2020) that the plot at Rouse Avenue was allotted to AI Trinamool Congress on 01.03.2011. However, the same could not be handed over to AITMC as the Delhi Wakf Board did not allow demarcation of the land claiming that the land in question belongs to Delhi Wakf Board. Therefore, another two plots at DDU Marg were allotted to AITMC on 'as is where is basis' on 20.12.2013 subject to amalgamation of two plots. AITMC refused to take over the possession as two temples were situated on the site. AITMC vide letter dated 16.02.2019 had requested to hand over vacant possession of the aforesaid plot and not on 'as is where is basis'. The allotment to AITMC was made on the usual terms and conditions inter-alia on 'as is where is basis'. The terms of allotment were accepted by them. The requisite action for removal of encroachment from the allotted land had already</p>	<p>It is evident from the reply that L&DO was not aware of the encroachment before allotment of the plots. The said plots were allotted in December 2013, however, L&DO could not get the encroachment removed even after more than seven years.</p>

Audit observations	Reply of L&DO	Further Audit comments
<p>4. The present allotment was not updated in the e-Dharti portal.</p>	<p>been initiated and land would be offered for allotment to AITMC. Even then if AITMC refuses the offer, allotment would be cancelled and the earmarked land would be put to alternate use.</p> <p>L&DO further added (April 2021) that temples in Delhi can be removed by the Religious Committee of Delhi Government.</p>	

Annexure-II
(Referred to in introductory para of Chapter III)

**Status of the Action Taken on Recommendations made in the 78th Report of the Public Accounts Committee on
'Functioning of Land and Development Office'**

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
Para 8: Authenticity of the Figures of the Leased Properties and Computerisation of Land Records	The Committee noted that pursuant to their Recommendations, the Ministry/ L&DO had started making surveys/ inspections and verifying/ cross-checking the records inherited to arrive at an authentic figure of all the leased properties. But the Committee found that the position was still far from satisfactory. For example, 46 files pertaining to the Nazul properties were yet to be traced and 68 inputs still to be completed. Similarly, for Rehabilitation properties, as many as 12,188 inputs were still pending completion. The Committee, therefore, impressed upon the Ministry/ L&DO to intensify the measures initiated and make more vigorous and concerted efforts to locate the missing files and complete the data input of all the leased properties in a definite time line so that the entrusted responsibility of the overall lease administration including substitution and mutation of title of prime Government properties in Delhi was carried out in a smooth and seamless manner.	<p>Nazul Properties:</p> <ol style="list-style-type: none"> 1. Total number of properties: 3,373 2. Number of Freehold properties out of total number of properties: 901 3. Number of inputs completed: 2,455 4. Files sent to National Achieves: 17 <p>Rehabilitation Properties:</p> <ol style="list-style-type: none"> 1. Total number of properties: 49,523 2. Number of Freehold properties out of total number of properties: 26,246 3. Number of inputs completed: 20,004 4. Number of remaining inputs: 3,273 <p>Further reply of the Ministry as submitted to the PAC in October 2013</p> <p>Number of inputs completed in respect of Rehabilitation properties is 20,334. Hence, number of remaining inputs as on 30 August 2013 is 2,943.</p>	It was seen during present Audit that L&DO still does not have the authentic figures of leased properties as different figures were reported in different documents. (Refer para 3.2)
Para 12: Denial of	The Committee took due cognizance of the reply of the Ministry that there was no deliberate attempt or	The Ministry has taken note of the observation of the Committee and makes a firm commitment that,	The Ministry did not fulfill commitment to the

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
Records and Documents to Audit	decision at any level not to supply the records to Audit. The contention that some records could not be furnished to the Audit on the plea of a shortage of staff, an overload of work and non-maintenance of Registers was not acceptable to the Committee. They cautioned the Ministry that denial of records, documents and information to the Audit, regardless of the ground of inability to furnish the documents or information sought, brings avoidable mistrust and the inference that there was something awry with the functioning of the Department. The Committee, therefore, desired to have a firm commitment from the Ministry that under no circumstance, should the Audit be denied access to any records/information in future.	in future, there shall be no occasion of denial of records to audit.	PAC as L&DO did not provide most of the information/ records requisitioned by Audit. (Refer para 3.1)
Para 16: Contractual Breach on the Part of NIC	The Committee was not satisfied with the reply of the Ministry as their concerns had not been appropriately attended to. What the Committee tried to emphasise in their earlier Report was that as NIC could not fulfil the contractual obligations in properly scanning the layout plans and documents relating to the markets transferred to the NDMC/ MCD by the stipulated target of 2006, the Ministry of Urban Development should take up the matter with the Department of Information Technology for failure of the NIC to discharge its contractual obligations and to be careful and responsible enough. Surprisingly, the Ministry of Urban Development had remained silent on the issue. Deprecating such an unwarranted response, the	It is submitted that all the markets except INA, Indra Chowk and Rajiv Chowk (Connaught Place) were transferred to the local bodies concerned vide notification dated 24 March 2006. Now the local bodies function as the lessor for these markets. The observations of the Committee have been conveyed to Ministry of Communication & Information Technology. Further reply of the Ministry as submitted to PAC in October 2013 Scanned copy of the layout plan has been uploaded in the website of L&DO for reference in public domain.	Relevant records were not provided and hence no comments.

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
	<p>Committee exhorted the MoUD to urgently take up the matter with the DoT so that NIC's inability to fulfil Contractual Obligations was brought to the notice of the Departmental Head and necessary corrective action taken. The Committee also desired that now that a decision for uploading the layout plan had been taken, immediate requisite steps be taken to regularly update and monitor the uploads so that authentic information was available for reference in public domain.</p>		
<p>Para 19: Strict adherence to the revised guidelines for allotment of land for every purpose</p>	<p>The Committee was concerned to note that though land measuring 400 sq.mt. was allotted to one religious institution in the year 2000, subsequent additional land under the unauthorised occupation of the institution was unlawfully regularised. In another case, a demolished unauthorised structure on land measuring 541.7 sq.mt. was restored to the Organisation reportedly to mollify the hurt religious sentiments of a certain section of the people. The Committee further noted that though 1500 sq.yds. of the land was allotted to another religious institution, an additional 500 sq.yds. of land was encroached upon and allotted to it and the proposal for cancellation of the additional land had not yet been finalised. The Committee was of the considered view that any encroachment and grabbing of precious land in the guise of religion was unacceptable and all such encroachments must be removed with firmness and</p>	<p>The Yogesh Chandra Committee recommended 32 cases of cancellation. It was decided by the Competent Authority to cancel the allotment in 29 cases.</p> <p>The Competent Authority had decided not to cancel the following allotments:</p> <ol style="list-style-type: none"> 1. Ayyapa Sewa Samiti, R.K.Puram (400 sq.mtr.) 2. Sarvadeshik Arya Pratinidhi Sabha (Arya Samaj Mandir) (541.7 sq.mtr.) <p>However, in so far as cancelling the allotment to Guru Singh Sabha is concerned, a decision is yet to be taken by the Competent Authority.</p> <p>The Ministry has taken up with the respective civic agencies for disconnection of electricity/ water connection to these unauthorised religious/ charitable institutions, which were being misused for residential and commercial purposes.</p>	<p>Relevant records were not provided and hence no comments.</p> <p>However, L&DO replied (April 2021) that the matter was under examination and action would be taken as per decision taken by the competent authority. If required, the issue will be taken up with the Religious Committee of Government of NCT of Delhi.</p> <p>This shows that L&DO has not yet taken necessary corrective</p>

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
	<p>necessary persuasion. The Committee, therefore, impressed upon the Ministry to strictly adhere to the Revised Guidelines, as prescribed by the Yogesh Chandra Committee, for allotment of land for every purpose, including religious/ charitable activities and take stringent measures, wherever warranted, to deter encroachment on Government land. The Committee would also like the Ministry to contemplate disconnection of electricity and water connections to those religious/ charitable structures which were being misused as residential and commercial purposes.</p>	<p>Further reply of the Ministry as submitted to PAC in October 2013 Matter is under examination.</p>	<p>action even after seven years from the Ministry's reply (October 2013) to the PAC.</p>
<p>Para 23: Temporary closure of the Revision of Ground Rent (RGR) Cell</p>	<p>The Ministry's contention that the work relating to revision of Ground Rent had never ceased although the Revision of Ground Rent (RGR) Cell was closed for more than two years was not tenable since the ground rent had been revised in 1516 cases as on June, 2012 after revival of RGR Cell in February 2010. Therefore, there was no denying the fact that the work relating to the Ground Rent revision of the pending cases got severely affected due to the non-functioning of the Cell, staff crunch notwithstanding. Now that the RGR Cell had started functioning, the Committee impressed upon the Ministry/ L&DO to complete the revision of the remaining cases of Ground Rent in a time-bound manner and ensure that the Cell operated till the mission is accomplished. The Committee would also like to be apprised of the exact dues of the Ground Rent of the Nazul properties <i>vis-a-</i></p>	<p>Steps have been initiated to recover the pending Ground Rent. During 2008-09 to 2012-13 (upto December 2012) the Ground rent of ₹290.66 crores has been collected from Nazul properties. Notices have been issued to concerned lessees for depositing of ground rent with interest. As and when any applicant makes a request for Mutation, Substitution, Conversion etc., all outstanding dues including ground rent is recovered.</p> <p>Further reply of the Ministry as submitted to PAC in October 2013 The total ground rent collected from 2008-09 to December 2012 was ₹341.36 crores, whereas ₹290.66 crores pertain only to Nazul properties.</p>	<p>L&DO replied (April 2021) that constitution of Revised Ground Rent cell will require additional infrastructure including manpower. Accordingly, corresponding approval of competent authority need to be obtained. It may take some time.</p> <p>During the follow-up Audit, it was seen that out of 29 sampled properties the ground rent was not revised in 10 cases since allotment and in 7 cases, ground rent was revised</p>

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
	<p>vis the collection of ₹341.36 crore during the years 2008-09 to 2012-13 (upto December 2012) and the specific and additional steps taken to recover all the outstanding Ground Rent dues in definite time-frame.</p>		<p>belatedly. (Para 3.3.2.2)</p>
<p>Para 27: Breaches of the Lease Conditions by the Presses, Petrol Pumps and Schools</p>	<p>The Committee were satisfied to note that pursuant to their Recommendations, 19 inspections of the Petrol Pumps were done in the year 2011-12 and action had been taken under the terms of lease allotment letter against those Petrol Pumps which did not comply with the terms/ letter of damages/ misuse charges as demanded from time to time. Besides, a sum of ₹5.11 crore (approx.) had been received from the Oil Companies towards ground rent. The Committee desired that the measures initiated against the defaulting Petrol Pumps must reach a conclusive end. They also desired that similar periodic inspections be conducted against the Presses and Schools so as to detect breaches of terms and conditions, if any, and initiate requisite penal and legal action against the defaulters.</p>	<p>In deference to the Committee's advice, this office has taken action as per the terms & conditions of the lease. As a consequence, the number of Petrol Pumps inspected by L&DO during 2012-13 has increased to 26 from 19 in 2011-12 resulting in recovery of ₹7.43 crore as misuse/damage charges. Further, inspection of 24 Schools/Colleges was also conducted in 2012-13. As a sequel, 12 demand notices were issued and out of these 9, have already paid the dues resulting in recovery of ₹5.05 crore as misuse/damage charges. Action as per terms & conditions of lease has also been initiated in respect of Press plots.</p> <p>Further reply of the Ministry as submitted to PAC in October 2013</p> <p>Inspections have been initiated in respect of 5 press plots out of the total 9 press plots.</p>	<p>Following were the findings during the follow-up audit:</p> <p>Presses:</p> <p>Daily Milap: After October 2013, inspection was done only in June 2018. Final up to date dues payable were not calculated and recovered from the allottee.</p> <p>Gulab Singh & Sons: After September 2012, inspection was done only in August 2018. The demand notice issued did not include the previous dues, neither L&DO could recover any of those dues.</p> <p>Daily Tej</p> <p>Inspection was done in February 2019 after May 2013. The inspection was</p>

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
			<p>done without having sanctioned building plan. Final up to date dues payable were not calculated and recovered from the allottee.</p> <p>(Refer Annexure-I)</p> <p><u>Petrol pumps:</u></p> <p>M/s Prem Service Station: Last inspection was done in 1995. Final updated dues payable were not calculated and recovered from the allottee.</p> <p>M/s Krishna Filling Service Station- No inspection has been done since allotment in June 2008. Final updated dues payable were not calculated and recovered from the allottee.</p> <p>(Refer Annexure-I)</p> <p><u>Schools:</u></p> <p>Kendriya Vidyalaya, Andrews Ganj: No</p>

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
			<p>inspection was done after July 2011. Final updated dues payable were not calculated and recovered from the allottee.</p> <p>Vidya Bhawan Girls Higher Secondary School, Karol Bagh – No inspection was done after June 2008. Final updated dues payable were not calculated and recovered from the allottee.</p> <p>Bal Bharati School, Pusa Road</p> <p>Inspections were conducted in February 1999, July 2003, May 2005, February 2012, October 2016 and February 2019. Final updated dues payable were not calculated and recovered from the allottee.</p> <p>(Refer Annexure-I)</p> <p>Thus, L&DO did not</p>

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
			fulfill its promises made to the PAC. It neither conducted inspections at prescribed intervals nor calculated and recovered updated dues from these allottees.
Recommendation No. 14 of 59th Report	The Committee appreciate the Government's concern and commitment in allotting land at a comparatively lower premium to social, charitable, religious and education institutions as well as to Hospitals, Public Service Agencies etc. with the intention of deploying public resource for greater public good. At the same time, the Committee are of the considered view that it is the duty and responsibility of the Ministries concerned to ensure through constant monitoring that all such allottees fulfil scrupulously the terms and conditions of allotment for greater public good as stipulated by the Government. So far as allotment of land for commercial purposes is concerned, the true value of the land commensurate with the extant market rate must be realized without exception. The auction of three acres of land by the L&DO for construction of a hotel in the run-up to the Commonwealth Games, 2010 which fetched the Government an amount of ₹611 crore reflects the true value of land in the National Capital. The Committee, therefore, urge the Ministry/ L&DO to fully explore	A proposal for revision of land rates based on DDA's land rates is under consideration of the Government	The land rates were revised in May/ June 2017 retrospectively with effect from 1 April 2000. Further, L&DO stated (April 2021) that it has been decided that L&DO rates will synchronized with DDA rates. As and when DDA issues the rates, proposal for applying same rates in L&DO will be considered.

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
	<p>and exploit the potential for higher revenue in a transparent manner so as to extract maximum value of land in all cases of renewals and fresh allotments, especially in cases of commercial leases. The Committee further desire that the feasibility of linking the premium and ground rent for the commercial properties to the Zonal average auction rates determined by the DDA be taken into consideration, as assured to the Committee.</p>		
<p>Recommendation No. 15 of 59th Report</p>	<p>The Committee are perturbed to note that the Ground Rent receipts, which constitute one of the major receipts of the L&DO, are relatively paltry despite thousands of acres of land leased in prime locations with potential value ranging from ₹1,18,000 crore to ₹3,44,000 crore. Further, the Ministry last revised the premium rates for allotment of land in 1998 which was valid till the year 2000. The Committee find that the abysmally low receipts on account of Ground Rent and premiums are primarily due to the continuation and adoption of the formula for enhancement of Ground Rent for Nazul leases evolved in the year 1984, which has now no relationship with the current letting/ market value of these properties. The Ministry's reasoning that they are adhering to the 1984 formula as approved by the Cabinet is specious since it is not the duty of the Cabinet to remind the Ministry to put up a note for its consideration, but the responsibility lies with the nodal Ministry to approach</p>	<p>An inbuilt formula is provided in the Ministry of Works & Housing letter no. J22011/1/70-LI (Vol.IV) dated 24.12.1983 for enhancement of Ground Rent if revision is to be carried out after a lapse of 10 years/ 20years/ 30years/ 40 years. Further, Ground Rent is a percentage of the land rates. A proposal for revision of land rates based on DDA's land rates is under consideration of the Govt.</p>	<p>The land rates were revised in May/ June 2017 retrospectively with effect from 1 April 2000.</p>

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
	<p>the Cabinet for appropriate policy decisions from time to time. The Committee demand an explanation from the Ministry as to what prevented them from approaching the Cabinet after 1984 for enhancement of ground rent and how the loss to the public exchequer can be made good. Further, the Committee recommend that the matter may be taken up to the Cabinet with a sense of urgency for appropriate revision in land rates/ ground rent. The Committee also recommend that after the Cabinet approval, the specific multiples for the enhancement of the Ground Rent depending on the number of years elapsed since the due date of revision, as contained in the Office Order of February, 1984, be suitably modified and the dues recovered retrospectively. Needless to emphasize, the schedule of area-wise letting values should also be considered for upward revision at regular intervals, in line with the fluctuations in the land market so as to generate reasonable revenue from the L&DO's vast land holdings in prime locations.</p>		
<p>Recommendation No. 26 of 59th Report</p>	<p>The Committee note that as of December 2010, 13 cases are pending in the Supreme Court, 323 cases in the High Courts and 273 cases in the lower Courts. Similarly, 303 cases were pending in the Court of Estate Officer. The Committee are informed that pendency of so many Court cases is beyond L&DO's control as it has neither any legal section nor any panel of Advocates of its own for which it has to</p>	<p>Taking into account the recommendation of the Committee, necessary action for constituting a Legal Cell has been initiated which, inter alia, include the following: (i) Approval of the Competent Authority has been obtained for constituting the Legal Cell. The Selection process for filling up of the posts has also been initiated. The post of Legal Advisor has</p>	<p>During the follow-up audit, Legal Cell was not found existing in L&DO. L&DO stated (April 2021) that a Legal Cell does exist in L&DO. However, presently, no staff is working in the Cell as no</p>

Para No. and subject	Recommendation	Reply furnished by L&DO on the 78 th Report of PAC in July 2013	Current Status
	<p>depend on the Government Counsels appointed by the Ministry of Law. To worsen the matter, no regular Estate Officer is available in the L&DO since long and the charge is being dealt with on temporary basis by one or other Branch Officer. The Committee find that in order to address the above constraints, a proposal to constitute a separate cell in the L&DO to deal with matters relating to Court cases, RTI applications etc. is under process. However, the Ministry's contention that a definite time frame is not possible to be indicated for the constitution of the Legal Cell is not acceptable. The Committee therefore, impress upon the Ministry to initiate urgent necessary measures for constitution of the Legal Cell and appointment of a permanent Estate Officer in L&DO so that the pendency of large number of Court cases is decreased to the barest minimum and recovery of outstanding dues, removal of encroachments etc. which are impeded by litigations, are effectively addressed.</p>	<p>been filled up. (ii) The issue of filling up of the post of an Estate Officer by an Under Secretary Level officer has been taken up by the Ministry of Urban Development with the Department of Personnel and Training.</p>	<p>recruitment could be done due to Covid pandemic. Recruitment process for engagement of personnel in the Legal Cell will be initiated shortly.</p>

Annexure-III
(Referred to in para 3.3.2.1)

Statement showing outstanding ground rent and interest thereon

(₹ in lakh)

Sl. No.	Identity of the property	Ground Rent (including revised ground rent & additional ground rent)	Interest on ground rent
1	Kendriya Vidyalaya, Andrews Ganj	0.56	1.48
2	Vidya Bhawan Girls Higher Secondary School, New Rajinder Nagar	0.47	0.55
3	Daily Milap, Bahadur Shah Zafar Marg	164.32	134.93
4	Daily Tej, Bahadur Shah Zafar Marg	61.03	1.64
5	Gulab Singh and Sons, Bahadur Shah Zafar Marg	45.73	9.16
6	Hotel Le Meridien, Janpath	199.41	488.20
7	Hotel Taj Man Singh, Man Singh Road	15.83	45.06
8	VIMHANS Hospital, Nehru Nagar	0.59	0.27
9	St. Stephen's Hospital, Tis Hazari	0.15	0.08
10	F-2, Connaught Place	23.67	45.25
11	Alankar Cinema, Lajpat Nagar	95.29	41.00
12	Centre of Indian Trade Unions, Rouse Avenue	32.82	0.49
13	All India Trade Union Congress, Deen Dayal Upadhyaya Marg	41.32	6.59
14	Indian National Trade Union Congress, Bhai Veer Singh Marg	5.64	6.04
15	M/s Kayson Enterprises (Gas Godown), Sardar Patel Marg	2.94	1.10
16	BPCL, M/s Prem Service Station, J.B. Tito Marg	2.96	7.11
17	BPCL, Krishna Filling Service Station, Minto Road	145.85	64.41
18	17, Jor Bagh	0.90	0.97
19	29, Aurangzeb Road	8.21	18.13
20	7, Garage, Gole Market	0.09	0.09
21	1, Hailey Road	19.70	19.51
	Total	867.48	892.06

