

Bhopal, the 1<sup>st</sup> October 2018

**F.No.F3-100/18/18-5:-** In exercise of powers conferred by Section 85 read with Section 58, the State Government hereby makes the following Rules, the same having been previously published in the Madhya Pradesh Gazette (Extra ordinary) dated 14 August 2018 as required by Sub-section (1) of Section 85 of the said Act.

**RULES  
CHAPTER- I  
PRELIMINARY**

**1. Short title and commencement.-**

- (1) These rules may be called the Madhya Pradesh Vikas Pradhikarano Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2018.
- (2) These rules shall come into force from the date of their publication in the official Gazette.

**2. Definitions.-**

- (1) In these rules, unless the context otherwise requires,-
  - (a) "Act" means the Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (No.23 of 1973);
  - (b) "Authority" means the Town and Country Development Authority (TDA) or a Special Area Development Authority (SADA) constituted under section 38 and 64 respectively of the Act;
  - (c) "Authority Property" Property of Authority means any property which is owned by the Authority except

such property as may have been allotted or assigned to the Authority by the State Government;

- (d) "bid" means the financial offer for the property under disposal.
  - (e) "Board" means the Board of the respective TDA or SADA;
  - (f) "Chairman" means the Chairman of the Authority;
  - (g) "Chief Executive Officer" means the Chief Executive Officer (CEO) of the Authority;
  - (h) "plot" means a specific parcel of land which has been determined as a plot in a layout duly approved by a person competent to do so.
  - (i) "property" means any land, plot, a building or its part thereof;
- (2) Words and expressions used but not defined in these rules shall have the same meaning as assigned to them in the Act.

### **3. Power of Authority to amend rules.-**

- (1) The Authority shall not be authorized to vary or modify the fundamental provisions of these rules except for the modification in the forms permitted under rule 38 as provided for in sub-rule (4) of rule 6 and clause (iii) of sub-rule (2) of rule 7 herein below.
- (2) Subject to the provisions of this Act and the rules made thereunder, the Authority may prepare its own regulations. Such regulations shall come into effect only after the prior approval of the State Government and from such date as may be published in the official Gazette.

**CHAPTER- II**  
**GOVERNMENT PROPERTY**

**4. Disposal of Government property.-**

- (1) Any Government property vested in or managed by the Authority shall be managed in accordance with the general or special sanction of the State Government given in respect of such property. The Authority shall neither alienate it nor create encumbrance of any kind on such property in any manner which may be contrary to such general or special direction of the State Government given in respect of such property.
- (2) Subject to the general or special sanction of the State Government, such Government property where so required, shall be disposed of in accordance with the procedure prescribed under these rules.

**CHAPTER- III**  
**AUTHORITY PROPERTY**

**5. Disposal of properties.-**

- (1) The Authority Property shall be disposed by :-
  - (a) inviting bids in sealed cover/online; or
  - (b) by draw of lottery at predetermined price:

Provided that the State Government may, by order, prescribe any other mode along with the manner, if required, for disposing any property in a particular case or category of cases.

- (2) The Authority may execute projects on Build Operate Transfer (BOT), Build Own Operate Transfer (BOOT), Build Lease Transfer (BLT), Build Transfer Lease (BTL) and such other modes as considered necessary involving the Authority property with prior permission of the Government:

Provided that in all such projects the private partner shall be selected through a transparent process.

**6. Disposal of properties by inviting bids**

The following procedure shall be adopted where the property has to be disposed through the process of inviting bids in sealed cover/online-

- (i) The details of the property proposed to be disposed shall be prepared in Form-A. The CEO shall ensure that the information so prepared is correct and in order;
- (ii) The information so prepared in Form-A shall be placed before the Board and sanction be obtained to dispose the property;
- (iii) The notice inviting bids shall be published in Form-B in two newspapers having wide circulation in the area in which the property is located. The same shall be hosted on the website of the Authority. A copy of such web page duly certified by the CEO shall be kept in the record as a proof of having hosted the notice on the website;
- (iv) The conditions of the bid which shall ordinarily be mentioned in the bid document shall be such as mentioned in Form-C;
- (v) The offers received through the bids shall be opened in the manner prescribed in the relevant bid document and the rates received shall be presented to the Competent Authority described in rule 28 for decision. The Competent Authority, if it is satisfied that there was sufficient competition or sufficient efforts were made to obtain the best bid, may approve the highest bid if it exceeds the reserve price; even if single bid is received.
- (vi) In case the bids so received are less than the reserved price or in case no bid is received, fresh bids may be invited for the second and if necessary for the third time;

(vii) If after the third time the bid continues to be less than the reserve price or no bid is received, the CEO shall prepare a report in Form-D and submit it to the Board of the Authority. The Board of the Authority may reduce the reserve price upto seventy five percent of the reserve price fixed in the first three rounds and invite fresh bids. The CEO shall ensure that a period of at least three months has elapsed between the first invitation of bids and the invitation at reduced reserve price;

If the price of the bids received is found to be less than the revised price or in case no bid is received, then in such condition new bids can be called for the second and if require for the third time as well. If the bids called for the third time are also found to be less than the revised price or no bid is received then the CEO will upload the information of all such properties on the website of the related Authority and the disposal of all such properties shall be done as per the revised price during the same financial year, on the basis of the offers received till first Monday of every month of that financial year.

Provided that the State Government may in special circumstances if so proposed by the Authority, reduce the reserve price to such extent as deemed necessary and may also relax both conditions regarding minimum number of attempts and the expiry of a period of three months before such reduction in reserve price is made;

(viii) The reserve price of the property under this rule shall be calculated as under:-

(a) In case of land/plot:-

- (i) Reserved value of residential property = [area of land/plot in sq. mt.] X [the rate of developed plot (Rs. per sq. mt.) on the date of notification of invitations for proposals according to price guide principle (Collector Guideline) in the same residential area]

Under these rules, for the purpose of calculating, if it is found that the property which is to be disposed is situated in the area for which the Collector Guidelines Rate have not been issued, then in such situation, the rate (in sq. mt.) of developed plot according to the price guiding principle (Collector Guideline) of the nearest residential developed area (whose FAR should not be less than 1), will be valid.

- (ii) Reserved value of commercial plot = [area of land/plot in sq. mt.] X [the rate of developed plot (Rs. per sq. mt.) on the date of notification of invitations for proposals according to price guide principle (Collector Guideline) in the same commercial area].

Under these rules, for the purpose of calculation, if it is found that the property which is to be disposed is situated in the area for which the Collector Guidelines Rate have not been issued, then in such situation, for calculation of Reserve value, the reserve value calculated in clause section (i) will be multiplied by factor 1.5.

- (iii) Where the property is being disposed for public or semi-public purpose, for calculation of Reserve

value, the reserve value calculated in clause (i) will be multiplied by factor 0.6.

The reserve value of the plots specified under Madhya Pradesh I.T., I.T.E.S. and E.S.D.M. Investment Promotion Policy-2016 under public and semi public use, shall also be calculated as above.

- (iv) Where the purpose is mixed type, for calculation of Reserve value, the reserve value calculated in clause (i) will be multiplied by factor 1.20.

But the State Government, may modify the reserve price, as it thinks fit, in special case or in category of special cases on the proposal by the Authority in a particular category.

Tip: The word Mixed purpose shall mean such purpose as would be a combination of two or more of the following (1) residential (2) commercial (3) any other;

- (b) In case of building:

In the case of standalone building, reserve value will be calculated according to standard PWD norms, cost of the building as calculated in sub clause (a) hereinabove and the value of the cost of the building, appurtenant land or proportionate land/plot will be added in case of an apartment.

- (ix) The property to be disposed under this rule may be transferred in bhumiswami rights or on lease as may be determined by the Authority at the time of inviting the bids. The lease shall be eligible for conversion into freehold if the property was held by the Authority under bhumiswami right.

The property allotted under this rule or the prior rules on lease shall be converted to freehold on payment of the following fees :-

1. For residential, Public & semi-public and industrial purpose 1 percent and for commercial purpose 1.5 percent of the market value, assessed as per Collector Guideline.
2. Lease rent for the balance period up to the next date of lease renewal but limited to the period of 10 years.

The conversion deed shall be executed only after receiving the above fees.

The Chief Executive officer shall convert into freehold after obtaining NOC from Nazul Officer if the Authority has allotted the land received by Government/Nazul land on lease to the allottee.

The CEO of the Authorities will be the competent authority for this purpose.

In the schemes of the Authority, where the land use of the earlier leased property has been changed due to revision in the development plans, in such a situation, the land use will be valid according to the development plan from the date of the application of conversion of lease holder rights to free hold rights. But if on the date of application the land use is revised according to the revised development plan and if the land use of the land applied for upgrade has been upgraded then to save the Authority from facing any revenue loss, the conversion charge/fee will be charged as per advanced land use.

- 7. Disposal of properties on concessional rates for specific purposes by inviting bids**



(1) The Authority may allot on lease any property on concessional rates to organizations registered under applicable law for:

- (a) establishing institute for physically and/or mentally challenged,
- (b) orphanages,
- (c) hostels for women,
- (d) old age homes,
- (e) developing sports facility
- (f) auditorium

and for any purpose which State Government may so notify by an order.

Note: For the removal of doubt it is clarified that no individual shall be eligible for allotment of any property under this rule.

(2) The following procedure shall be adopted where the property has to be disposed on concessional rates through the process of inviting bids in sealed cover/online:-

(i) The CEO shall prepare the information about the property proposed to be disposed on concessional rate in Form-E and place it before the Board for approval;

(ii) The concessional reserve price in such cases shall be calculated as under:-

(a) In case of land/plot

Reserved value of residential property = [area of land/plot in sq. mt.] X [the rate of developed plot (Rs. per sq. mt.) on the date of notification of invitations for proposals according to price guide principle (Collector Guideline) in the same residential area] X[0.40]

Under these rules, for the purpose of calculating, if it is found that the property which is to be disposed, is situated in the area, for which the Collector Guidelines Rate have not been issued, then in such situation, the rate (in sq. mt.) of developed plot according to the price guiding principle (Collector Guideline) of the nearest residential area (whose FAR should not be less than 1), will be valid. In case of any doubt regarding the applicability of the rate, the decision of the CEO will be final after calling a report from the District office, Nagar Tatha Gram Nivesh.

OR

The actual cost of acquisition and development of the land for disposal/Plot, whichever is higher, but the State Government will be able to modify the reserve price, as it thinks fit, in special case or in category of special cases on the proposed by the Authority in a particular category.

(b) In case of building

The cost of the building calculated according to standard PWD norms plus the cost, as calculated in sub-clause (a) hereinabove, of the appurtenant land in case of standalone building or the proportional land in case of apartment;

(iii) Notice inviting bids shall be issued in the Form- F. The notice shall be published in two newspapers having wide circulation in the area in which the property is located. The same shall be hosted on the website of the Authority. A copy of such web page duly certified by the

CEO shall be kept in the record as a proof of the notice having been hosted on the website. The conditions of the notice inviting bids shall ordinarily be such as mentioned in Form- G;

- (iv) Such organizations as are registered under the relevant statute and have been in active operation for three years immediately preceding the date of application for such lease shall be eligible for participating in the bid. Where a doubt arises whether the organisation is in active operation for three years, the audited accounts shall be scrutinized to determine the question. The CEO shall pass a speaking order to settle the doubt and thereafter his decision shall be final;
- (v) The offers received through the bids shall be opened in the manner prescribed in the relevant bid document and the rates received shall be presented to the Competent Authority as mentioned in rule 28 for decision. The Competent Authority, if it is satisfied that there was sufficient competition or sufficient efforts were made to obtain the best bid, may approve the highest bid if it exceeds the reserved price, even if single bid is received.
- (vi) In case the bid received is less than the reserve price or no bid is received the bids may be invited for the second and if necessary third time;
- (vii) If after the third time such bid continues to be less than the reserve price or no bid is received, the CEO shall prepare a report in Form-H and submit it to the Chairman. The Chairman may reduce the reserve price upto 75 percent of the reserve price fixed earlier and invite fresh bids. The CEO shall ensure that a period of

at least three months has elapsed between the first invitation of bids and the invitation at reduced reserve price;

If the price of the bids received is found to be less than the revised price or in case no bid is received, then in such condition new bids can be called for the second and if require for the third time as well. If the bids called for the third time are also found to be less than the revised price or no bid is received then the CEO will upload the information of all such properties on the website of the related Development Authority and the disposal of all such properties shall be done as per the revised price on the first come first serve basis.

Provided that the State Government may in special circumstances, if so proposed by the Authority, reduce the reserve price to such extent as deemed necessary and also relax both conditions regarding minimum number of attempts and the elapse of a period of three months before such reduction in reserve price is made;

- (viii) The property under this rule shall be leased to the successful bidder and such property held in lease shall not be eligible for conversion into free hold;
- (ix) Bid which is accepted by the Development Authority, if the bidder wants to withdraw the bid or he is unable to deposit the amount mentioned by him in his bid document within the prescribed period as per the terms and conditions of the bid or the information/facts/data/documents provided by the bidder in his bid with respect of his eligibility is found to be false, the Development Authority will be free to cancel

such bid and to forfeit the earnest bid money as deposited by the bidder.

- (x) Every lease of property on concessional terms shall be granted subject to the conditions that if the property leased is not utilized within a period of 3 years for the purposes for which it was given, the Authority may cancel the lease, forfeit the amounts deposited and resume possession thereof. Where the property is land/plot, the utilization of property shall mean that the lease holder constructs at least 10% of the permissible built up area on the leased land/plot;
- (xi) The property allotted on concessional rates shall not be put to any use other than the purpose for which it was allotted. Such property shall not be transferred by the lessee to any other entity without obtaining approval from the State Government.

#### **8. Disposal of properties on fixed rate**

- (1) The plots developed or dwelling units constructed for the economically weaker sections (EWS) or low income groups (LIG) or middle income group (MIG) & higher income group (HIG) or any other category of properties that the State Government may by order allow shall be disposed under this rule.
- (2) The procedure for disposal of property on fixed price shall be as under:-
- (i) The CEO shall prepare the information of the property proposed to be disposed in Form- I;
- (ii) The fixed price of EWS/LIG shall include the actual cost of acquisition of land plus the cost incurred in developing the said land plus cost of building

- EWS/LIG plus 10% of the cost of all three components mentioned above;
- (iii) The reserve price of MIG and HIG shall not be less than the price fixed in accordance with the provision of rule 6(viii);
- (iv) If it is proposed by the Authority to reduce the price fixed as above in a particular case or to determine the price under this rule in any other manner, than mentioned in clause (ii) and (iii) herein above, the State Government may reduce the revised price as it may consider appropriate;
- (v) The proposal in Form-I shall be presented before the Board for permission. The notice inviting applications prepared in Form-J shall be published in two newspapers having wide circulation in the area in which the property is located. The same shall be hosted on the website of the Authority. A copy of such webpage duly certified by the CEO shall be kept in the record as a proof of having hosted the notice on the website;
- (vi) The document inviting applications shall contain the conditions mentioned in Form K;
- (vii) After the expiry of the last date fixed for receiving such applications the list of applicants eligible for allotment of the property shall be prepared and thereafter the same shall be allotted through draw of lots. After the aforementioned allotment the same procedure mentioned herein above will be followed again. After doing allotment for three times as per the aforesaid procedure the disposal of the remaining

property will be done on the basis of the report submitted by the CEO of the Development Authority as per Rule 6.

- (viii) The property so allotted under this rule shall be transferred in bhumiswami rights (freehold) or on lease, as decided by the authority at the time of inviting application. The lease shall be eligible for conversion into freehold if the property was held by the Authority in bhumiswami right.

The property allotted under this rule or the prior rules on lease shall be converted to freehold on payment of the following fees :-

1. For residential, Public & semi-public and industrial purpose 1 percent and for commercial purpose 1.5 percent of the market value, assessed as per Collector Guideline.
2. Lease rent for the balance period up to the next date of lease renewal but limited to the period of 10 years.

The conversion deed shall be executed only after receiving the above fees.

The Chief Executive officer shall convert into freehold after obtaining NOC from Nazul Officer if the Authority has allotted the land received by Government/Nazul land on lease to the allottee.

The CEO will be the competent authority in all the respective Development Authorities for this purpose.

**9. Renting out the Authority property.-**

- (1) Where the Authority considers it appropriate to rent out its property, it may do so after the proposal in this regard has been approved by the Board. The rent deed shall be executed by the CEO or an officer authorized by him on his behalf. The period of the deed shall be for three years, subject to the condition that the tenant does not violate any condition of the deed during the currency of the deed. The deed on the application by the tenant shall be extended for two terms, each of three years, after increasing the rent at the rate of 15% for each term. The period of the deed shall be extended for a period of 30 years for the property rent out to the Central Government/State Government/Local Body/Public or Semi Public Undertaking for office/residential purposes. All the powers of deciding the duration of the deed in special cases / circumstances will remain with the state government.
- (2) The tenant shall be selected through a transparent bidding process. The Board shall approve the annual rent, manner of its payment, manner in which bids in sealed cover/online shall be invited, the bid document and also the terms and conditions of the rent deed subject to conditions mentioned in sub rule (1) herein above. The final rent of the property rent out to the Central Government/State Government for office/residential purpose will be determined/validate without calling bids.
- (3) The determination of reserve price for rent will be subject to the provisions of the M.P Accommodation and Control Act, 1961. In addition to above mentioned reserved price, local taxed will also be included.



**Part-II****Transfer to Government and its entities****10. Procedure for Allotment to Government and Semi-Government agencies.-**

- (1) In case any property has to be transferred to the Government of India or any State Government or any entity fully owned by them, the Authority may determine the manner, price and the terms and conditions on which such transfer shall be affected.
- (2) Where the entity is partly or wholly owned by Government of India or the State Government prior approval of the Government of Madhya Pradesh shall be obtained regarding the manner, price, and the terms and conditions.

**Part III****Payment of Premium****11. Period of installments and interest rate.-**

- (1) The property which is fully developed or constructed will be transferred on one-time payment. A maximum of eight quarterly installments will be made on demand by the allottee. Rate of interest on such installments will be fixed by adding two percent on the interest rate scheduled by the Reserve Bank of India. also for building/Plot of EWS category the installment may be fixed for a maximum period of 5 years.
- (2) The premium amount of the property which is to be developed or constructed may be recovered according to the different stages of development or construction, in installments. However, the lease deed shall be effected only after the complete premium is received, wherever it is necessary.

- (3) As mention above in sub clause 2, the authority may grant the maximum relaxation of two years for payment of installments. For such extended period, the rate of interest on the balance outstanding installment will be fixed by adding two present on the interest rate scheduled by the Reserve Bank of India:

Provided, if the property is not in ready possession, the interest will not be added in the calculation of installments.

**12. Penalty and cancellation of allotment for non-payment.-**

- (1) In the event of non-payment of installments by the allottee, as per the prescribed schedule or at the end of the period extended as per rule 11(3), a notice for revocation of allotment will be given to the allottee, at the end of the period extended as per rule 11(3).
- (2) However, on receiving the notice for revocation of allotment if the allottee deposits the entire outstanding balance amount, as per the schedule along with the interest and penal Interest (at the rate of 5%, from the due date of the respective installment) within one month from the date of receiving the revocation notice then the Development Authority shall withdraw its notice for revocation of allotment.
- (3) However, if the payment is not made as mentioned in sub rule 2 herein above, then the Development Authority will revoke the allotment. In case of cancellation of allotment due to non-payment of installments the Development Authority will forfeit the sum equivalent to the 10% of the premium amount and will return the remaining amount to

the allottee. The allottee will have no right to claim interest on the forfeited amount.

**13. Possession of land on part payment.-**

The Authority may, with prior approval of the State Government grant possession to the allottee on payment of 25% of the premium to enable him to develop the land. The balance 75% shall be paid in proportional form, accordance with the rule 11 herein above.

**Part IV**

**Lease period, Lease rent and Transfer**

**14. Transfer of Property.-**

The property disposed under these rules may be transferred either on lease, which may be for a period of thirty years with the right of renewal by the lessor or on bhumiswami rights of the property transferred if the property was held by Authority in bhumiswami rights.

**15. Lease Rent and Renewal of lease.-**

- (1) The lease rent shall be decided by the Development Authority and the same shall be clearly mentioned in the bid document / application form.
- (2) Upon the expiry of the fixed period of lease, the power for renewal of the lease for a period 30 years for the same use for which the land was allotted in the original lease deed will be with the Board, but during the renewal the premium amount will be determination on 0.5% premium of prevailing market rate for residential plots / buildings, in case of use of land for commercial purpose 1% of prevailing market rate of the land and for public-semi-public purpose 0.25% of prevailing market rate and lease

rent will be determine on four times of the original lease rent or 0.5% of the prevailing market value, whichever is less.

- (3) Procedure for Renewal of Lease and for resolution of the matters related to the violation/non-adherence of the terms of lease deed-
- (i) In all cases of property disposal, renewal of the lease and renewal of lease in cases of violation of the terms of lease and compounding in matters of violation, shall lie with CEO, subject to the following rules.
  - (ii) The lessee will apply to the authorized officer within the period of one year prior to the date of expiry of the period of lease for the renewal of lease deed.
  - (iii) In all such cases where no application is made for renewal of lease period in the last year of the lease, as per sub clause 2 herein above:-
    - (a) The authorized officer on receiving the application for renewal of lease, after the expiry of the lease period and if found eligible for lease renewal, will do so after imposing a compounding fee.
    - (b) After imposing the compounding fee for delay in renewal, the authorized officer will advance for examination of the reasons for violation / non-adherence to the lease conditions.
  - (iv) The authorized officer is also permitted to take suo moto actions for the renewal of the period of lease which has expired, while adhering to the provisions of this circular.

- (v) The authorized officer for renewal of the lease will call a report from Estate Officer on the following points:-
- (a) whether annual lease rent has been deposited by the lessee and is there any outstanding balance on it, if yes, then since when and the details of the outstanding amount till date.
  - (b) whether the lessee has complied with the terms of the lease deed, if any violation/non-adherence is found then the detail of such violation.
  - (c) In cases of violation/non-adherence to the terms of the lease, the assessment/evaluation of the land be done for the current year as sub-rule (viii) of rule 6.
  - (d) whether or not the land during the period of consideration was used according to the approved layout and for the purpose as fixed in the prevalent development scheme (Master Plan).
  - (e) If the terms of the lease have been violated by changing the land use, then in such change in land use cases, details may be made of the full or part of the plot, the area of which land use has been changed and current year value of the plot to be assessed according to the Rule 6 (viii) the use of the plot or part of the plot in separate.
  - (f) In case of violation/non-adherence of the terms of the lease deed by the lessee has been

sanctioned by the competent authority after compounding, if yes, details of such order passed by the competent authority.

- (g) Such other points the competent authority consider it fit.
- (vi) After examining the inquiry report received in the afore mentioned form, if the authorized officer is satisfied that there is no violation of the terms of the lease or the compounding has been accepted and there is no outstanding balance on the lessee, then the authorized officer shall approve the renewal of the lease period for further 30 years.
- (vii) In case of violation of certain terms of the permanent lease, the authorized officer shall resolve the matter after providing a proper opportunity of hearing to the lessee.
- (4) The authorized officer will be able to resolve the cases of breach/violation of the terms of lease by imposing the mitigation fee as per below while relinquishing the right to re-enter the leased property **for that particular breach/violation of the terms of lease**. In such cases the Estate Officer after consideration, for mitigation of the terms shall assess the mitigation amount as per the prescribed schedule and shall forward the matter to the CEO for order.

**CALCULATING THE AMOUNT OF COMPOUNDING CASES OF VIOLATION OF THE TERMS OF THE LEASE**

Serial No.	Form of violation of terms of lease	Compound Amount
(1)	For condoning the delay in the case where the application for	According to the rule 6(viii), 0.1% of the

	renewal of lease is submitted after the expiry of lease period (The lessee can submit the application to the Development Authority anytime within one year before the date of expiry of the period of the permanent lease).	value of the organized current year, from the order date for each year from the lease expiration date.
(2)	In case of non-deposit of the lease rent amount till due date.	15% interest at the rate of per annum on the balance outstanding amount and compound fee equivalent to the 10% of the balance outstanding amount.
(3)	In the event of transfer of property during the restricted period, by way of donation or by sale or otherwise (Except mutation on the basis of survival/legal heirs).	1% of the current year evaluation organized according to Rule 6(viii) and 15% simple interest on the fixed transfer fee.
(4)	If the permission for change of purpose of land use is permissible in accordance with the provisions prevalent that time then in such cases, where the lease property is used for different purposes other than mentioned in the lease.	In case a plot is used for different purpose other than mentioned in the lease deed after issuance of no objection certificated from the Town and

		Country Planning Department, if such change in used is permissible, the lease may be renewed on 02% premium of the current market rate and 02% of rent as per the actual land use. If the Town and Country Planning Department denies to issue NOC, then in such case, the land/plot should be brought back to the original use mentioned in the lease deed, otherwise the Chief Executive Officer will be authorize to re-enter the plot.
(5)	The cases in which the notice was issued wherein the property was used for other than the approved purpose and on receipt of such notice the property is being used in its originally approved purpose by stopping the changed purpose.	(1) simple interest at the rate of 15% on the outstanding lease rent amount determined according to item/para 4



		(2) 0.5% of the organized market value as per item/para 4
(6)	In the event of the transfer / entrustment of land so that the plot is partitioned/divided or if the plot is to be partitioned/divided (In such cases, the compounding shall be done only if the partition of plot was permissible in the Development Scheme of that period.)	1% of the valuation of current year, assessed as per Rule 6(viii) and 15% simple annual rate of interest on it.

Note- The period of one year as mentioned in item/para no. 1 of Clause- 4 means the period of six months or more.

- (5) In cases where the original lessee has died and the legal process of mutation has not been carried out, it will be necessary for the legal heirs of the lessee to carry out the work of mutation on the basis of survival or will.
- (6) In cases where the land has been sold, donated or transferred by the original lessee but the legal process of mutation has not been carried out, it will be necessary for the transferee to carry out the work of mutation. The process of renewal will be carried out only after mutation, as per the provisions of this clause.
- (7) In such cases where the land has been transferred without renewing the expired period of lease, on the basis of the renewal sought by the transferee, subject to other provisions of this Clause, firstly the name of the original lease holder shall be presumed renewed, in furtherance the fresh renewal

shall be done on the basis of transfer in the name of the transferee.

- (8) In such cases where the period of 30 years or more has lapsed from the date of expiry of the period of lease, subject to other provisions of this clause, while accepting the presumed renewal for 30 years on the expiry date of the original lease, the lease will be renewed for the next 30 years in the post order.

**16. Annual lease rental.-**

- (1) Where the annual lease rent has to be deposited in the Government account, meaning thereby the scheme framed on such land which was allotted to the Authority by the State Government on lease hold basis, the Authority shall charge annual lease rent, which is equal to that fixed by Competent Authority of State Government + 10% of such annual lease rent as administrative charges. Such administrative charge shall be retained by the Authority.

**17. Maintenance charges of Schemes.-**

If the Scheme is maintained by the Development Authority then from the date of transfer/handover the Authority will levy the charges for maintaining the property.

**18. Commencement of lease.-**

The lessee may take possession of the property on the date notified to him and the lease of the property shall commence from such date irrespective of the fact whether possession was taken or not.

**19. Transfer of lease.-**

- (1) The lease holder may, subject to the conditions of the lease, transfer the property to any other person after

depositing a transfer fees determined by the Authority. The transfer fee shall not be more than Rs. 5,000/-.

- (2) No transfer fee shall be payable where transfer is sought in the course of natural devolution of heirship/will.
- (3) The transfer of lease shall be executed within a period of 30 days.

**20. Mortgage.-**

The lessee may, subject to the conditions of the lease, mortgage the plot/land for the purpose of raising loan, after obtaining permission from the Authority.

**21. Recovery of annual lease rent as arrears of land revenue.-**

For delay in payment of annual lease rent, an interest of 15 % shall be recoverable for the delayed period. The Authority may initiate the process for recovery of annual lease rent as arrears of land revenue if annual lease rent payable by the lessee remains unpaid for more than three months from the due date.

**22. Cancellation of lease and right of re-entry.-**

(1) If the lease holder violates the terms of the lease deed, then the following process will be adopted by the Authority for cancellation of the lease:-

- (i) The Estate Officer on the violation of the terms of the lease deed shall issue a letter to the lease holder by registered post or email. The Estate Officer shall state the terms of the lease violated by the lessee and shall grant one month time to the lessee to comply with the terms of the lease. In case the lessee is not found the notice shall be affixed at the visible place of the property and a panchnama shall be prepared for the same.
- (ii) If the violation continues after the expiry of the aforesaid period then the Estate Officer will call upon the lease

- holder by issuing a notice, to remain present in the office of the Authority along with the reply in his support.
- (iii) If the reply submitted by the lessee is found to be reasonable then the Estate Officer can further grant a period of one month time to the lessee to comply/adhere with the terms of the lease.
- (iv) On not finding the explanation/reason submitted by the lessee reasonable or if the violation continues even after the expiry of the maximum period granted then the Estate Officer shall move a proposal for cancelling the lease deed to CEO for orders.
- (v) After receiving the approval from the Board of the Authority the CEO will inform the lease holder about the cancellation order of lease deed by registered post/email. If the lessee is not found then in that situation the notice will be affixed at the visible place of the property and a panchnama will be prepared of the same.
- (vi) After cancelling the lease deed the Authority will have the right to re-enter into the property. After cancellation of lease deed, in case of unauthorized possession of the property action will be taken under the provision of Section 248 of the M.P Land Revenue Code, 1959.
- (vii) If the lease holder submits an application in writing during the process of cancellation of lease deed for mitigation of lease terms, then by taking actions as mentioned herein below the process of cancellation and reentry can be stayed/cancelled but the process of mitigation will not be possible after the re-entry in the property .
- (a) Estate Officer will prepare a list of violation/non-adherence of all the terms and conditions.

- (b) will assess the valuation of the property for the current year according to the Rule 6(viii).
- (c) If the property is being used completely or partly contrary to the usage mentioned in the lease deed then based on the area of all the different land usage, the Estate Officer will assess the valuation of the land use for the current year in accordance with sub-rule (viii) of Rule 6.
- (d) The Estate Officer after consideration, for mitigation of the terms will assess the mitigation amount as per the prescribed schedule and will forward the matter to the CEO for order.

**CALCULATING THE AMOUNT OF COMPOUNDING IN THE CASES OF VIOLATION OF THE TERMS OF THE LEASE**

Serial No.	Form violation of terms of lease	Compound Amount
1.	For condoning the delay in the case where the application for renewal of lease is submitted after the expiry of lease period (The lessee can submit the application to the Development Authority anytime within one year before the date of expiry of the period of the permanent lease).	According to the rule 6(viii), 0.1% of the value of the organized current year, from the order date for each year from the lease expiration date.
2.	In case of non-deposit of the lease rent amount till due date.	15% interest at the rate of per annum on the balance outstanding amount and compound fee

		equivalent to the 10% of the balance outstanding amount.
3.	In the event of transfer of property during the restricted period, by way of donation or by sale or otherwise (Except mutation on the basis of survival/legal heirs).	1% of the current year evaluation organized according to Rule 6(viii) and 15% simple interest on the fixed transfer fee.
4.	If the permission for change of purpose of land use is permissible in accordance with the provisions prevalent that time then in such cases, where the lease property is used for different purposes other than mentioned in the lease.	In case if a plot is used for different purpose other than mentioned in the lease deed, after issuance of no objection certificated from the Town and Country Planning Department, the lease may be renewed on 02% premium of the current market rate and 02% of rent as per the actual land use. If the Town and Country Planning Department denies to issue NOC, then in such case,

		<p>the land/plot should be brought back to the original use mentioned in the lease deed, otherwise the Chief Executive Officer will be authorize to re-enter the plot.</p> <p>In case if a plot is proposed to be used for different purpose other than mentioned in the lease deed, and on issuance of no objection certificated from the Town and Country Planning Department, the lease may be renewed on payment of the above fees.</p>
<p>5.</p>	<p>The cases in which the notice was issued wherein the property was used for other than the approved purpose and on receipt of such notice the property is being used in its originally approved purpose by stopping the changed purpose.</p>	<p>(1) simple interest at the rate of 15% on the outstanding lease rent amount determined according to item/para 4</p>

		(2) 0.5% of the organized market value as per item/para 4 (3)
6.	In the event of the transfer / entrustment of land so that the plot is partitioned/divided or if the plot is to be partitioned/divided (In such cases, the compounding will be done only if the partition of plot was permissible in the Development Scheme of that period.)	1% of the valuation of current year, assessed as per Rule 6(viii) and 15% simple annual rate of interest on it.

## Note-

- 1- The period of one year as mentioned in item/para no. 1 of Clause- 6(d) means the period of six months or more.
  - 2- Compounding shall not be allowed such cases where action has been taken on the basis of any Court order.
- (vii) The CEO shall either pass the order to direct the lease holder to deposit the mitigation amount and will inform about the relinquishing right of the Authority to reenter or will pass the cancellation order and will inform the lease holder about the date on which the Development Authority will reenter at the premises.
- (viii) Estate Officer will inform the lease holder in seven days about the date on which during the office hours the Authority will reenter at the leased property.
- (ix) The lease holder shall handover the peaceful possession of the leased property. Otherwise the Authority shall



dispossess the lease holder from the leased property by force and will prepare a Panchanama about the taking over of possession.

- (2) The lease holder aggrieved by an order passed under this rule, within 30 days of the date of commutation of the order to him, may file an appeal to the Director, Town & Country Planning. The Director after giving a reasonable opportunity to the appellant and the CEO to be heard, by order dismiss the appeal or allow the appeal by cancelling the order passed by the CEO. The order of the appellate authority shall be final.

#### **Part V**

#### **Building Regulations**

#### **23. Penalty for not raising construction in the permissible construction period.-**

- (1) If the lease holder fails to start construction work of the minimum 10% of the built-up area on the property disposed of in accordance with these provisions except to the property disposed as per Rule 7, within the period of 5 years from the date of commencement of the lease period, if the construction is not done on the authority will impose penalty at the rate of Rs. 100 per square meter per annum, till the completion of the minimum construction work.
- (2) If the minimum construction work is not done in the time limit of 10 years from the date of commencement of the lease period, then the Authority shall make entry after cancelling the lease in accordance with the Rule 22.

**Part VI****Possession of property****24. Handing over possession of property.-**

The property shall be handed over on as is where is basis and the Authority shall not be responsible for any filling or leveling of the plot unless it is warranted by any conditions in the bid document.

**25. Variance in area of property.-**

If the area of the property is found to be less than the area mentioned in document inviting bids or application at the time of handing over the possession, the Authority shall reduce the premium and /or lease rent payable proportionately.

**26. Payment of taxes and charges.-**

The lessee or the transferee shall be liable to pay all charges such as property tax, stamp duty and registration charges and any other applicable charges from the date notified by the Authority for possession irrespective of the fact whether possession was taken or not.

**Part VII****General provisions****27. Guideline rates.-**

For the purpose of making calculation under these rules, if it is found that the property being disposed is situated in an area for which guideline rates have not been issued, then the guideline rate of the nearest area for which such rates have been notified by the Collector shall be taken into consideration:

Provided that if any doubt arises in this regard, the decision of the CEO regarding rate shall be final.

**28. Competent Authority's power for approval of the bid document and accepting the bids.-**

The Competent Authority shall approve the bid document and accept the bids under rule 6 and 7 be as under:-

Sl. No.	Reserve price of the property			Competent Authority authorized to accept the bid
	Category A	Category B	Category C	
1.	Upto Rs 25 lakhs	Upto Rs 50 lakh	Upto Rs 100 lakhs	CEO
2.	Above Rs 25 lakh and upto Rs 50 lakh	Above Rs 50 lakh & upto Rs 100 lakh	Above Rs 100 lakh & upto Rs 200 lakh	Chairman
3.	Above Rs 50 lakh	Above Rs 100 lakh	Above Rs 200 lakh	Board

**Note:** Category A, B, C Authorities herein above means Authorities within whose jurisdiction the population is upto 5 lakh, above 5 lakh and upto 10 lakhs and above 10 lakhs respectively. The population shall be as per latest published census.

**29. Reservation of properties.-**

The persons envisaged in Form-D have the right to submit bid or application for the property to be disposed of under rule 6 and 8. The number of properties and the category for whom they are reserved shall be clearly indicated in the public notice issued for their disposal. The properties to be disposed under rule 6 and rule 8 shall be considered in unreserved category if no application is received from any eligible person, after 3 attempts.

**30. Restriction on eligibility for reserved properties.-**

Any person who has already been allotted a property by any Development Authority reserved for a particular category shall not be eligible to apply for any other property reserved for any other category in the same Development Scheme under these rules.

**31. Eligibility for allotment.-**

- (1) No person shall become ineligible to bid for a property under rule 6 only on the ground that the Authority had earlier transferred a property to him under these rules.
- (2) Any organization to whom, at any time, a property has been transferred on concessional rates under rule 7 or any person to whom, at any time, a property has been transferred at fixed price under rule 8, shall not be eligible to bid for or apply for any property in the same scheme under the respective rule. The Authority may however for reasons to be recorded in writing permit an organization who has already been allotted a property under rule 7 or 8 to apply for another property under rule 7 or 8 as the case may be.

**32. Allotment of appurtenant land.-**

- (1) The Authority may allot appurtenant land on application of a lease holder provided (a) such appurtenant land cannot be converted into a plot which may be disposed of under these rules and (b) such appurtenant land cannot be put to public use and (c) the Authority is satisfied that such allotment to applicant is in its best interest.
- (2) The land shall be allotted to the applicant lease holder at the guideline price prevailing on the date of allotment of

additional land or the rate at which plot already held in lease by applicant was allotted to him whichever is higher.

**33. Size of the plot.-**

The size of the land/plot proposed to be disposed shall adhere to the norms, if any, prescribed in the applicable development plan.

**34. Maintenance of property.-**

Such properties which have been disposed but possession has not been handed over to the buyer because of non-payment of full cost, the responsibility of the maintenance will continue to lie with the Authority.

**35. Removal of unauthorized possession**

The CEO will be the competent authority for removal of unauthorized possession from the property of the Development Authority, using the powers delegated under section 248 of M.P. Land Revenue Code, 1959.

**36. Transfer of allotment**

The Authority may transfer the allotment made to a person under these rules to such other person as the allottee may request. Provided that such other person shall belong to same category as for which the said property was reserved. Such transfer shall be made on payment of transfer fee which shall be 1% of the premium or applicable guideline price prevailing on the date of which application for transfer is made, whichever is more. No such transfer shall be permissible before the expiry of a period of 6 months from the date of the allotment.

**37. Authority Property as compensation for acquisition of private property.-**

- (1) Where the Authority resolves to acquire private property for public purpose it may request the District Collector to acquire the same under the provisions of Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act, 2013.
- (2) The Authority may offer the owner, whose property is being acquired, any Authority property in lieu of cash compensation, or shall Act as per M.P. Transferable Development Rights Rules, 2018.

**38. Modification in the Forms.-**

The Authority may for reasons to be stated and through a resolution of the Board modify the forms annexed herein provided that no change/modification thus made shall be contrary to any provision of the Act or rules made thereunder.

**39. Authorization for submission of bid/ application.-**

The bid or an application for allotment of property may be submitted either by the bidder/ applicant himself or any person duly authorized by him. Such authorization shall be submitted in the form of an affidavit by the original bidder stating the name, address and relation with the authorized person along with the reasons that made such authorization necessary.

**40. Repeal and saving.-**

- (1) The Madhya Pradesh Vikas Pradhikarnon ki Sampatitiyon ka Prabandh Tatha Vyan Niyam, 2013 is hereby repealed.
- (2) These Rules shall come into force from the date of their publication in the official Gazette. Before the date of coming into force of these Rules, any action taken for the

properties disposed under the provisions of Madhya Pradesh Nagar Tatha Gram Nivesh Viksit Bhumion/Graho/Bhavno Tatha Anya Sanrachnao Niyam, 1975 and Madhya Pradesh Vikas Pradhikarnon ki Sampatitiyon ka Prabandh Tatha Vyan Niyam, 2013, unless such work is incompatible with the provisions of these rules, the action taken under the corresponding provisions shall be deemed to be taken in these rules,

- (3) The orders issued by the State Government for disposing the properties of the Authority shall not be applicable on the properties to be disposed under these Rules.

**FORM-A**  
**[See Rule-6(i)]**

Following Plots/Units under .....(Scheme No.) named as \_\_\_\_\_ (Name of the Scheme) of the \_\_\_\_\_ (name of the authority) are proposed for disposal on the basis of bids to be invited as per the provisions of Rule 6. The details of the plots/ Units are annexed herewith for the Approval of the Board as per Rule 6(ii) of "Madhya Pradesh Vikas Pradhikarano Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2018"

Sr No	Descripti on of Plots/ Unit	Use of Plots / Units	Area in Sq. Mts	Category of Reservati on, if reserved	Reser ve Price of Plot/ Unit	Disposal on Lease or Bhumi Swami rights	Annual lease rent (in case of Lease)	Depos it Amou nt
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								

Note- "But the grand total of the deposit amount and the application fee will not be more than 10% of the premium of the property."

Chief Executive Officer  
.....Development  
Authority



**FORM- B****[See Rule 6 (iii)]****Advertisement No./****Date**

Call of bid for \_\_\_\_\_ Plots/Units under the Scheme  
No. \_\_\_\_\_ Name \_\_\_\_\_.

Authority invites bid for disposal of Plots/Units as mentioned under  
the following table.

Sr No	Descripti on of Plots/ Unit	Use of Plots / Units	Area in Sq. Mts	Category of Reservati on, if reserved	Reser ve Price of Plot/ Unit	Disposal on Lease or Bhumi Swami rights	Annual lease rent (in case of Lease)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							

Interested persons may obtain requisite bid form from the office of the  
Authority/Bank by depositing Rs. \_\_\_\_\_ in the form of bank draft/  
cash upto .....PM .....(date). The bid form can also be download  
from the official Website of the Authority www.\_\_\_\_\_ (or can be  
applied online), in which case the bidders would be required to  
submit the bid document fee along with the Bid. The bidders would be  
required to deposit a Bid Security of Rs..... The last date for  
submission of bids is \_\_\_\_\_.

Chief Executive Officer  
.....Development  
Authority

**Form- C**  
**[See Rule 6 (iv)]**  
**BID DOCUMENT**

Advertisement No. \_\_\_\_\_

Date \_\_\_\_\_

The Bid Document Comprise of the following Four Parts:

- PART I INSTRUCTIONS FOR SUBMISSION OF BID FOR PROPERTY**
- PART II FORMAT FOR AFFIDAVIT**
- PART III TERMS AND CONDITIONS FOR ALLOTMENT OF PROPERTY**
- PART IV BID FORM**

**PART I: INSTRUCTIONS FOR SUBMISSION OF BID FOR PROPERTY**

**(Signed Copy of the document with signature on each page to be Submitted in sealed Envelope A: Eligibility Envelope)**

With reference to the advertisement number ..... dated ..... for the allotment of Plots/ Units, the interested persons can submit their offers as per the procedure laid down below.

**I. Eligibility for Bid and Allotment of Property**

1. One Bid Form shall be applicable for submission of bid for one property in the advertisement.

2. Separate Bid Forms will have to be purchased if the bidder is interested in bidding for more than one property in the advertisement.
3. For those, downloading bid forms from the web-site separate bids shall be submitted for the properties along with separate drafts for bid document fee for all such properties for which the bids are being submitted.
4. Bids submitted by minor shall not be entertained and declared ineligible.
5. Any person who has already been allotted a property (by the respective Authority) in the State of M.P. reserved for a particular category, shall not be eligible to apply for any other property reserved for any category.

## II. Procedure for Submission of Bid Documents

1. The bidders are required to submit their bids through a **Two Envelope System** ("**Envelope A- Eligibility Envelope**" for submission of documents required for processing of the bid and eligibility and "**Envelope B- Bid Envelope**" for submitting the Bid in the prescribed Bid Form).
2. For those purchasing bid forms from the Authority, three different envelopes will be provided by the Authority labeled "**Envelope A- Eligibility Envelope**" and "**Envelope B- Bid Envelope**" and **third Envelope (Cover Envelope)**.
3. In case the bidder has downloaded the form from the website of the Authority, the bidder shall procure three different envelopes of size adequate to accommodate the documents submitted and sealing them and mark them as "**Envelope A- Eligibility Envelope**", "**Envelope B- Bid Envelope**" and

Cover Envelope and write the Advertisement Number and "Bid for Allotment of Plot/ Unit under Scheme Number.....named with the Name .....(Name of the Scheme) and Property Number/ Type" on each of the Envelope and shall be addressed to the Chief Executive Officer,.....Development Authority.

4. The interested persons are required to provide the information in Envelope A and Envelope B strictly as defined here below and seal them properly. Envelope A and Envelope B shall be placed in Cover Envelope and sealed.

### **III. Validity of Bid, Bid Security and Forfeiture of Bid Security**

1. The bids shall remain valid for a period of 90 days from the bid due date.
2. The Bidders are required to submit a bid security of Rs. ....(.....% of the reserve price for the property for which the bid is being submitted).
3. The Bid Security of the other bidders whose bids have not been accepted shall be returned within 15 days of opening of the Bid Envelope.
4. The Bid Security for the bidder whose offer has been accepted by the Authority, who either wishes to withdraw the offer or who fails to pay the balance amount within the time frame as per the terms and conditions for payment in the bid document or is found to have made representation of the facts/ information for the eligibility or otherwise, shall be forfeited.

## IV. Information/ Documents to be Provided

### Envelop A- Eligibility Envelope

1. Demand draft/Pay-order for the Bid Document Fee in favour of ..... Development Authority (Non-refundable) in case the form has been downloaded from the web-site of the Authority or copy of the original receipt of the cash payment for purchase of bid document from the Authority.
2. Demand draft/Pay-order for the Bid Security of Rs.....(...% of the reserve price for the property drawn in favour of ..... Development Authority.
3. Mandatory Supporting Documents to be Submitted

#### A. For Individual/ Joint Applicants

- (i) Affidavit Authorizing the person submitting the bid on behalf clearly specifying the name and address of the authorized person to submit the bid, relationship with the authorized person and the reason(s) which made such authorization necessary **(if applicable)**.
- (ii) Affidavit by self/ authorized signatory as per enclosed format **(Part-II)**.
- (iii) Certificate from the Competent Authority (if applying for plots/ Units reserved for any specific category). Bids submitted for plots/ Units under reserve category without the certificate from the competent authority shall be rejected. The Competent Authority for various Categories of Reservation shall be as given below:

Sl.No.	Category of Reservation	Competent Authority for Certificate
1		
2		
3		

(iv) Signed copy of Instructions for submission of bid for property **(PART-I)** and terms and conditions for allotment of property **(PART-III)**

(v) Any other document (as may be specified by the Authority)

**B. For Company/ Firm/ Entity registered under any Law**

(i) Resolution of the Entity to apply for the Bid and nominating the person authorized to sign on behalf of the Entity.

(ii) Affidavit by the Authorized Person submitting the bid as per enclosed format **(PART-II)**

(iii) Proof of Incorporation of the Entity. (Memorandum and Articles of Association/ Partnership Deed/ Trust Deed/ Documents of Registration of Society etc)

(iv) Signed copy of Instructions for submission of bid for property **(PART-I)** and terms and conditions for allotment of property **(PART-III)**

(v) Any other document (as may be specified by the Authority)

4. The bids submitted without necessary requisite information/ documents, Bid Document Fee and the Bid Security are liable to be rejected. However, the Authority at its sole discretion may ask for any information it may feel necessary to validate/ confirm the adequacy and/ or correctness of the documents.

5. Envelope A shall not contain any information related to the financial offer/ bid and if any such information is provided in Envelope A, such offer/ bid shall be rejected.

**Envelope B- Bid Envelope**

Envelop B shall contain only the Bid Form duly filled and signed by the Bidder/ Authorized Signatory **(Part IV)**.

**V. Bid Due Date and Opening of Bids**

1. The Bids can be submitted upto ..... PM on date..... at the office of the .....(Designation and Room Number) located at .....Authority.
2. The Bid shall be opened at.....PM on date..... at the office of the .....(Designation and Room Number) located at .....Authority. Those interested in attending the opening of bids can participate in the bid opening.
3. In the first stage of bid opening, only the Eligibility Envelope shall be opened and the Authority shall examine the documents submitted by the bidders.
4. After examining the documents, the Bid envelope of only those bidders who have been found to be eligible shall be opened at.....PM on date..... at the office of the ..... (Designation and Room Number) of the Authority. Those interested in attending the opening of bid envelopes can participate in the bid opening.

**VI. Declaration of Highest Bidder**

1. The bids below the reserve price for the property shall not be acceptable.
2. Generally, the highest bidder quoting above the reserve will be declared selected bidder at the time of opening of the bid envelope subject to acceptance of the bid by the Competent Authority.
3. The final result of bids will be declared and the same shall be displayed on the notice board of the Authority and hosted on

- the website of the Authority within 15 days of the opening of the Bid Envelope.
4. The Authority reserves the right to accept or reject any/ all bids.

### **VII. Change of Address and Tracking of Bid**

1. The bidder shall ensure that any change in the address for correspondence of the bidder shall be intimated in writing to the Authority.
2. Authority shall not be responsible in any manner whatsoever for any delay as a result of change of address or due to any postal delays.
3. The Bidders are advised to keep a track of the notices on the notice board/ website of the Authority for any information related to the bid.

Note- The aforementioned procedure described in the bid document will also apply to online bid.



**PART II: FORMAT FOR AFFIDAVIT****(To be Submitted in sealed Envelope A: Eligibility Envelope)**

(to be submitted after due notarization on non-judicial stamp as per applicable rates)

**AFFIDAVIT**

(Requisite for Assets of Authority)

1. I, deponent, depose on oath as here under:

My Name : \_\_\_\_\_  
 Father's/Husband's name : \_\_\_\_\_  
 Occupation : \_\_\_\_\_  
 Age : \_\_\_\_\_  
 Annual Income : \_\_\_\_\_

2. That, I \_\_\_\_\_ (name) am the authorized signatory on behalf of ..... (name of the bidder registration no. \_\_\_\_\_ and GST no. \_\_\_\_\_) and have been authorized to submit the bid on behalf of ..... as per the resolution of the entity.  
**(applicable if the bidder is a company/ firm/ entity).**
3. That, I \_\_\_\_\_ (name) am authorizing ..... (name of the authorized person) as per the attached affidavit authorizing him to submit the bid on my behalf **(applicable if the bidder has authorized someone else to submit the bid on behalf of the bidder).**
4. That, I have not been allotted any property under any reserved category of properties in this Scheme by the respective Authority

in the State of Madhya Pradesh. **(applicable if the bidder is applying for property under reserved category).**

5. That, all the information provided under bid is correct and no material facts have been concealed.
6. That, I have thoroughly understood the terms and conditions of the bid and rules of the authority for disposal of properties and these terms and conditions/rules are fully acceptable to me.
7. That, if any information under the bid is found wrong/ misrepresentation, then Authority shall reserve its right to reject my bid and forfeit the bid security and subsequently would reserve the right to cancel the lease for the property allotted under this bid.
8. That, this affidavit is being submitted by me to the .....Authority for the submission of bid for allotment of \_\_\_\_\_ property advertised by the Authority.

Date :

Deponent

(Bidder/Authorized Signatory)

#### VERIFICATION

I \_\_\_\_\_ son/husband of \_\_\_\_\_  
 verify that, afore mentioned information is true as per my  
 personal knowledge and nothing therein is untrue and nothing  
 contained under is concealed. Same is verified  
 today \_\_\_\_\_ date \_\_\_\_\_

Deponent  
(Bidder/Authorized Signatory)

1. Anything that is not applicable and unnecessary need not be included in affidavit.
2. Affidavit submitted in any other format shall not be acceptable.

**PART III: TERMS AND CONDITIONS FOR ALLOTMENT OF  
PROPERTY**

**(Signed Copy of the document with signature on each page to be  
Submitted in sealed Envelope A: Eligibility Envelope)**

**I. Payment Terms**

1. The successful bidder shall be required to deposit .....% of the total amount of premium quoted (after adjusting the amount of bid security) within 30 days from the date of issual of demand letter after acceptance of the bid.
2. The successful bidder shall also be required to deposit the advance lease rent for one year and submit a copy of the Agreement containing Terms and Condition of Allotment on non-judicial stamps of the value as per applicable rates within 30 days from the date of issual of demand letter after acceptance of the bid.
3. The Allotment Letter shall be issued only after the .....% of the total premium amount and advance lease rent for one

- year has been deposited and copy of the agreement has been submitted to the Authority.
4. In case, the successful bidder fails to deposit the above payments within the specified timeframe, the Authority may cancel the allotment and forfeit the bid security (unless the extension in the period has been granted by the Authority in writing as per the regulations of the Authority).
  5. The lessee or the transferee shall also be responsible for payment of all taxes/ fees/ duties/ charges levied by the Government, municipal agency or any other statutory body from the date notified by the Authority for handing over the possession of the property irrespective of the fact whether possession was taken or not.
  6. The property which is to be developed or constructed by the Authority, the payment of its premium shall be done by the allottee at various levels of development / construction, in the installments as given below.

#### Schedule of Installments

Installment No.	Due date	Stage of development/construction	

7. Maximum of 2 years relaxation can be granted by the Authority for payment of installments. For such extended period, interest will also be charged at the rate of 12% annually on the amount of outstanding balance of installment.

8. In case of non-payment of installments as per the prescribed schedule, at the end of the extended period as mentioned above a notice for revocation of allotment will be given.
9. If the allottee on receipt of the notice for revocation of allotment, deposits all the outstanding installments as per the prescribed schedule, along with interest and penal interest (5% from the due date of the respective installment) within one month from the date of receipt of notice, then the Authority will withdraw its notice for revocation of allotment.

If this is not done according to the above mentioned Clause-9, the allotment will be canceled by the Authority. Thus, if the allotment is canceled due to non-payment of installments, the amount equivalent to 10% of the property's premium will be forfeited by the Authority and the remaining premium amount will be returned to the allottee. The allottee will have no right to claim interest on the forfeited amount.

10. If the area of the property is found to be less than the area notified in the advertisement for the property, the Authority shall reduce the premium and annual lease rent proportionately.
11. If the Lessee of a particular land applies for allotment of appurtenant land adjoining the allotted plot, the Authority at its sole discretion and decision may allot such additional land at the guideline rate prevailing on the date of allotment of such additional land or at the rate at which land already held by the Lessee allotted, whichever is higher.

## II. Terms for Lease of Property

1. The Property shall be given on lease basis for a period of 30 Yrs (unless otherwise specifically governed as per the general/ special sanction for the properties vested in or managed by the Authority in case of Government Properties or directed by the State Government for any property of the Authority), which shall be extendable for term of 30 years each, with Authority reserving the right to increase the annual lease rent as per Rule 15(2) on the preceding amount of annual lease rent of each such renewal.

2. The annual lease rent for the property shall be Rs. ....(to be filled after the bidding process, lease rent payable to government plus 10% administrative charges for the properties leased on government land allotted to the Authority or on the land held by the Authority in Bhumiswami rights.

If the Scheme is maintained by the Development Authority then from the date of transfer/handover the Authority will levy the charges for maintaining the property.

0.1% of the premium charged for properties leased will be charged.

If the Scheme is maintained by the Development Authority then from the date of transfer/handover the Authority will levy the charges for maintaining the property.  
0.1% of the premium charged for properties leased will be charged.

3. The annual lease rent for the property shall be payable annually in advance and shall be payable every year on or before 1st of June. The first annual lease rent shall be applicable from the 1<sup>st</sup> of June for the financial year in which

the date for handing over the possession is notified by the Authority.

4. The Authority may initiate the process for recovery of annual lease rent as arrears of land revenue if annual lease rent payable by the Lessee remains unpaid for more than three months from the due date.
5. The possession of the property shall be handed over on as is where basis (unless specifically provided) and Authority shall not be responsible for any filling/ leveling of the land/ plot.
6. The possession of the property shall be handed over only after the full amount of premium and the advance annual lease rent for the first year has been deposited (unless specifically provided in the special conditions for allotment of properties in the allotment with prior approval of the State Government under Rule 13, where a minimum of 25% of the payment of premium has been received by the Authority).
7. After the entire amount of premium and advance lease rent for the first year has been deposited, the Estate Officer of the Authority will notify the date and time for purpose of providing actual possession of the property and the lease of the property shall commence from such notified date irrespective of the fact whether the possession was taken or not.
8. After the entire amount of premium and advance lease rent for the first year has been deposited, the allottee shall prepare lease deed/document as per proforma issued by the Office of the Authority and submit before Estate Officer of Authority for his signatures. The Lessee shall be required to necessarily get the lease registered with the Office of Registrar within three months from the date of signing by the

Authority. The Lessee shall be responsible for bearing all the expenses associated with the registration of the Lease Document. The Lessee shall also submit a certified copy of lease deed in the Office of Authority within 30 days of registration of Lease.

9. The lease holder may, subject to the conditions of the lease, transfer the property to any person after depositing a transfer fees determined by the Authority. The transfer fee will not be more than Rs. 5,000/-.
10. The Lessee shall have right to mortgage the plot after the registration of lease deed for the purpose of raising loan for the construction on plot with the permission of the Authority.
11. Lessee who wants re-measurement of the property shall have to deposit requisite fee with the Authority.
12. The Authority may cancel the lease of the property in case lessee violates any condition of the lease deed. The Authority reserves the right of re-entry in the property on cancellation of lease.

### **III. Development and Building Regulations for Allotted Properties**

1. No change in the designated use of allotted property shall be permissible.
2. The Lessee shall not be permitted to start any construction on the land allotted without the planning permission from the Town Planning Department (where planning permission is needed) and sanctioning of the Building Plans by the..... Municipal Corporation/ Council or the Authority competent for sanctioning of the building plans. Any



- construction on plot which is contrary to the sanctioned plan shall be treated as unauthorized and the action will be initiated accordingly treating this as violation of lease conditions.
3. The Authority shall reserves the right to cancel the allotment/ lease in case of use of property for any use other than the designated use of such property and/ or any construction activity taken in contravention with the sanctioned plans or without the sanctioned plans. Under such circumstances, the lessee shall also be liable for payment of any penalty imposed by any statutory or any other government agency.
  4. The Lessee shall be responsible for obtaining necessary permissions and payment of fees/ charges towards the service connections including but not limited to the Water Connection, Sewer Connection as per the rules and regulations of the Municipal Corporation/ Council or any other agency responsible for provision of services. In case area where allotted property is located is not serviced by the sewer lines, the lessee shall be responsible for making the necessary arrangement for safe disposal of sewerage as per the rules and regulations of Municipal Corporation/ Council.
  5. The Lessee shall be responsible for getting the electricity connection and payment of any charges associated with it.
  6. If the construction is not done on the minimum 10% of the built-up area by the lease holder within the period of 5 years from the date of commencement of the lease period, then the authority will impose penalty at the rate of Rs.100 per square meter per annum till the completion of the construction. If the construction work is not done in the time

limit of 10 years from the date of commencement of the lease period / rule (whichever is later), then the Authority will enter again after cancelling the lease in accordance with the Rule 22.

#### **IV. Transfer of Allotment**

The Allotment of property can be transferred only after the expiry of six months from the date of Allotment. For properties allotted under the reserved category, the transfer shall be permissible only to such other person who would have been eligible under the same category of reservation for which said property was reserved. The transfer fee shall be payable at the rate of 1% of the premium or applicable guideline rate prevailing on the date of transfer, whichever is higher.

#### **V. Other terms and Conditions**

1. In case any discrepancy arises in the terms and conditions of the bid and the provisions of "Madhya Pradesh Vikas Pradhikarano Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2018" or any other rules/ statutory provisions of the State Government, the provisions of the later shall prevail and shall be binding on the Lessee.
2. If there are any special terms and conditions under the scheme as elucidated under the respective advertisement shall be binding in addition to the aforementioned conditions on Bidder/recipient of property.

3. In case of violation of terms and condition of allotment/ lease, if any dispute so arises then the decision made by Development Authority would be final.
4. Wherever word “**Authority**” has been used, it shall include its representatives, nominees, successors and permitted assigns and similarly where word “**lessee**” is used therein name of his/her successor shall be presumed to the included.

#### **VI. Special Conditions**

**Add special condition, if any, applicable for the allotment of property included in the bidding document.**

**The Information provided under the Advertisement or any amendments issued by the Authority and Part-I, Part-II and Part-III are integral part of the bid document. The bidders must sign all pages of Part-I, II and Part-III and submit them in “Envelope A: Eligibility Document”. The bidders also acknowledge that any amendments in the bid document issued by the Authority through notification on the web-site or any other mode are in the knowledge of the bidder. In case, bidder is not aware about any such Amendment, the Authority shall not be liable/ responsible in any manner for any loss incurred by the Bidder on this account.**

Date.....

Signature of Bidder

Name .....

**PART IV: BID FORM****Bid Form for -----Plot/Unit (To be Submitted in sealed Envelope 'B')**

Advertisement No. \_\_\_\_\_

Date \_\_\_\_\_

Bid Form No. \_\_\_\_\_

Cost Rs. \_\_\_\_\_

**Non-Transferable**

To;

\_\_\_\_\_

\_\_\_\_\_ Development Authority

\_\_\_\_\_ (M.P.)

Name of Bidder \_\_\_\_\_

Affix a passport size Photo of bidder (s)
--

Sir,

1. With reference to your Advertisement Number..... dated..... for the allotment of Plot/Units under Scheme Number.....and notified with the name .....(Name of the Scheme), I/ We wish to submit my/our bid for the allotment of Plot/ Unit on Lease/ Bhumi Swami Rights basis as per the Terms and Conditions of the Bid issued by the Authority as an integral part of this Bid Form. I/ We fully acknowledge that I/ We duly acknowledge that I/ We have read and clearly understood and agree to abide with all the terms and conditions of the bid document issued by the Authority including but not limited to the

rights of the authority with respect to the bid process and terms of allotment of plot/Unit. I/ We are enclosing duly signed copy of the Terms and Conditions with this bid. I/ We are filing required information as hereunder:

**2. Basic Details of Applicant**

01	Name of Bidder (if bid is submitted in name of Company/Firm/ any other Entity then write its name)	1. .... 2. .... (in case of Joint Applicants) 3. .... (in case of Joint Applicants).
02	Name of Director/Directors of the Bidder Firm/ Company (in case of Company/Firm/ any other entity).	..... ..... ..... ..... .....
03	Father's/Husband's Name of the bidder (s)	..... ..... ..... ..... .....
04	Full Address for Correspondence Telephone/Mobile e-mail	..... ..... (Office)..... (Res).....

3. We have procured this bid form from the office of the Authority vide Receipt Number .....dated.....issued by the .....Authority (Original Receipt of the Cash payment is submitted in Envelope A). We have downloaded the bid form from the website of the authority and the bank draft/banker cheque bearing number ..... dated.....for an amount of Rs.....(in words and figures) towards the cost of bid has been submitted by me/us in Envelope A.
4. I/ We are submitting this bid with a very clear understanding that my/our bid will remain valid for a period of 90 days from the date of submission of bid.
5. I/ We are submitting a Bank Draft/bankers cheque bearing number ..... dated.....for an amount of Rs.....(in words and figures) as Bid Security for our bid In favour of..... Authority and has been submitted in Envelope A. I/ We also understand that our bid is irrevocable and in case I/ We revoke it then the bid security for an amount of Rs..... (in figures and words) deposited along with this bid shall be forfeited.
6. I/ We also acknowledge that all the information provided in Envelope A is true and correct and we own the entire responsibility for the information provided by us. I/ We also agree that we shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid. I/ We also acknowledge that we are eligible to bid for the bid as per the eligibility requirements of this bid. We are also aware that in case any information provided in the bid is

found incorrect/ misrepresentation of facts or we are unable to deposit the amount as per the payment terms, the Authority reserves the right to reject our bid and forfeit the bid security.

7. I/ We acknowledge the Authority reserves the right to cancel this bid at any time and is neither bound to accept any bid nor to invite the bidders to Bid and also to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our eligibility to apply for this bid or which relates to a grave offence that outrages the moral sense of the community. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
9. I/We also acknowledge that we shall use the allotted plot/ Unit strictly in adherence to the terms and conditions of the Lease Deed and the applicable laws and regulations of the State and/ or any other agency constituted under the Statute. We also agree to all the terms and conditions of the Lease Deed to be executed on allotment of the Plot/ Unit including but not limited to the payment of annual lease rental (for leased properties), rights of the Authority to cancel the Lease, adherence to the applicable development control regulation, building bye-laws, building

regulations, liability for payment of fee, rates and taxes as applicable under any law on the property etc.

10. I/ We are pleased to submit my/ our unconditional and unqualified bid for the property as below.

<b>Property No. (in figures)</b>	<b>Property No. (in words)</b>	<b>Bid Rate per Sqm (in figures)</b>	<b>Bid Rate per Sqm (in words)</b>

11. I/We also understand that in case of variation in the area of the property on the lower side than the declared area of the property, the total amount of the bid shall be adjusted accordingly on pro-rata basis.

12. I/ We agree to the terms and conditions for the payment of balance of the bid amount in the bid document and also agree to pay the applicable interest rates and penalties applicable thereof in case of any delay/ default in the payment by me/us.

13. I/ We understand that mentioning of Property Number and Bid Rates in Rs. per square meter in figures and words is essential for the acceptance of the bid.

14. I/ We also understand that any overwriting or mistake or change in the Name and/or Property No. and/or Rates in the bid form will make the bid invalid.



15. In witness thereof, I/we submit this Bid for the allotment of the property under and in accordance with the terms of the Bid Document.

Yours sincerely,

Date:

Signatory

Place:

Signatory

Signature of the Bidder/Authorised

Name of the Bidder/ Authorised

Seal of the Company in case bidder is a  
company/ firm/ any entity registered  
under any other statute

**FORM-D**

[See rule 6 (vii)]

**PROPOSAL FOR REVISION IN THE RESERVE PRICE**

The..... Development Authority has invited bids 3 times for the properties on the basis of Reserve Price fixed as per Rule 6(viii) of the "Madhya Pradesh Vikas Pradhikarano Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2018" and the highest offer received in these bids are given in Table A below.

Table A: Details of Properties and Reserve Price for the Property

Sr No	Descri ption of Plots/ Units	Use of Plot / Uni t	Catego ry of Reserv ation	Rese rve Price of Plot / Unit	Highest Offer in Rs.		
					Date of Bid- First Call	Date of Bid- Second Call	Date of Bid- Third Call
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							

As per Rule 6(vii) of the Rules, the bids have been invited three times during the period from.....(date of inviting first bid) to this date of

completion of the bid process for the third call. In all the three invitations, the bids received are below the reserve price of the property fixed as per Rule 6(viii). As per the Power conferred in the Rules under Rule 6(vii) with the Board of the Development Authority, the proposal with revised reserve price for the properties is being submitted for approval as given below.

Sr. No.	Description of Plots/ Units	Use of Plots/ Units	Category of Reservation	Proposed Revised Reserve Price of Plot/ Unit*
(1)	(2)	(3)	(4)	(5)
1				
2				
3				

\*- The revised reserve price shall not be below the higher offer received in the bid process and/or 75% of the Initial Reserve Price, whichever is higher under any circumstances.

Chief Executive Officer

..... Development Authority.

**FORM-E**

(See Rule 7 (2)(i))

Following Plots/Units under the .....(Scheme No.) notified as \_\_\_\_\_ (Name of the Scheme) of the \_\_\_\_\_ (name of the authority) for the purpose of \_\_\_\_\_ (specify use as per Rule 7(1)) are available for its disposal on the basis of bids to be invited as per the provisions of Rule 7. The details of the plots/ Units are annexed herewith for the Approval of the Board as per Rule 7(2)(i) of "Madhya Pradesh Vikas Pradhikaran Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2018"

Sr. No.	Descripti on of Plots/ Units	Area in Sq M	Purpose for which Plot/Unit reserved	Reserve price on concessional rates	Annual Lease Rent	Deposit Amount
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						

Note- "The grand total of the deposit amount and the application fee will not be more than 10% of the premium of the property."

Authority

Chief Executive Officer

.....

Development

**FORM-F**

{See rule 7 (2) (iii) }

**Advertisement No./****Date****Call of bid for Plots/Units for .....(specify purpose as per Rule 7(1))**

Authority invites bid for disposal of Plots/Units at Concessional Rates from the eligible and interested Institutions for Specific Use as per the details provided below.

Sr. No.	Details of Plot/ Unit No.	Are in Square Mtrs.	Purpose for which Plot/ Unit reserved	Reserve price on concessional rates	Deposit amount	Annual Lease Rent
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						

Interested institutions may obtain requisite bid form from the office of the Authority/Bank by depositing Rs. \_\_\_\_\_ in the form of bank draft/ cash upto .....PM .....(date). The bid form can also be

download from the official Website of the Authority www.\_\_\_\_\_ or can be applied onlin, in which case the bidders would be required to submit the bid document fee along with the Bid. The bidders would be required to deposit a Bid Security of Rs..... The last date for submission of bid is \_\_\_\_\_.

Chief Executive Officer

..... Development Authority

**Form- G**

**[See rule 7(2)(iii)]**

**BID DOCUMENT**

Advertisement No. \_\_\_\_\_

Date \_\_\_\_\_

**The Bid Document Comprise of the following Four Parts:**

- PART I INSTRUCTIONS FOR SUBMISSION OF BID FOR  
PROPERTY ON CONCESSIONAL RATES**
- PART II FORMAT FOR AFFIDAVIT FOR PROPERTIES ON  
CONCESSIONAL RATES**
- PART III TERMS AND CONDITIONS FOR ALLOTMENT OF  
PROPERTY ON CONCESSIONAL RATES**
- PART IV BID FORM FOR PROPERTIES ON CONCESSIONAL  
RATES**

**PART I: INSTRUCTIONS FOR SUBMISSION OF BID  
FOR PROPERTY ON CONCESSIONAL RATE**

**(Signed Copy of the document with signature on  
each page to be Submitted in sealed Envelope A: Eligibility  
Envelope)**

With reference to the advertisement number ..... dated ..... for the allotment of Plots/ Units for .....(specify the purpose for which the Plot/ Unit reserved), the interested and eligible institutions can submit their offers as per the procedure laid down below.

**I. Eligibility for Bid and Allotment of Property**

1. One Bid Form shall be applicable for submission of bid for one property in the advertisement.
2. Separate Bid Forms will have to be purchased if the bidder is interested in bidding for more than one property in the advertisement.
3. For those, downloading bid forms from the web-site separate bids shall be submitted for the properties along with separate drafts for bid document fee for all such properties for which the bids are being submitted.
4. No individual shall be eligible to bid for allotment of these properties on concessional rates.
5. The Institutions eligible to apply for the advertised property shall
  - (i) be a Madhya Pradesh society registered under the Societies Registration Act, 1860 (21 of 1860) or such institution is owned and run by the Government or any Local Authority, or is constituted or established under any law for the time being in force or it is a company, firm or trust for the purpose of establishment of .....(specify the purpose for which the land is reserved);
  - (ii) will be certified under the provisions of Section 12 of the Income Tax Act;
  - (iii) be in active operation for atleast three financial years preceding the year in which such land is being advertised
  - (iv) be in possession of sufficient funds to meet the cost of land and the construction of buildings for its use;
6. The institutions who have been allotted any property on Concessional rates in accordance to Rule 7, at any time by any Development Authority, in the State shall not be eligible



for bidding for any property situated in the same Scheme, unless the Authority permits such institution, which was allotted a property in the same Scheme as per Rule 7, been in writing to submit application.

## II. Procedure for Submission of Bid Documents

1. The bidders are required to submit their bids through a **Two Envelope System** ("**Envelope A- Eligibility Envelope**" for submission of documents required for processing of the bid and eligibility and "**Envelope B- Bid Envelope**" for submitting the Bid in the prescribed Bid Form).
2. For those purchasing bid forms from the Authority, three different envelopes will be provided by the Authority labeled "**Envelope A- Eligibility Envelope**" and "**Envelope B- Bid Envelope**" and **third Envelope (Cover Envelope)**.
3. In case the bidder has downloaded the form from the website of the Authority, the bidder shall procure three different envelopes of size adequate to accommodate the documents submitted and sealing them and mark them as "**Envelope A- Eligibility Envelope**", "**Envelope B- Bid Envelope**" and Cover Envelope and write the Advertisement Number and "Bid for Allotment of Plot/ Unit under Scheme Number.....named with the Name .....(Name of the Scheme) and Property Number/ Type along with the Specific Purpose" on each of the Envelope and shall be addressed to the Chief Executive Officer,.....Development Authority.
4. The interested persons are required to provide the information in Envelope A and Envelope B strictly as defined

here below and seal them properly. Envelope A and Envelope B shall be placed in Cover Envelope and sealed.

### **III. Validity of Bid, Bid Security and Forfeiture of Bid Security**

1. The bids shall remain valid for a period of 90 days from the bid due date.
2. The Bidders are required to submit a bid security of Rs. ....(.....% of the reserve price for the property for which the bid is being submitted).
3. The Bid Security of the other bidders whose bids have not been accepted shall be returned within 15 days of opening of the Bid Envelope.
4. The Bid Security for the bidder whose offer has been accepted by the Authority, who either wishes to withdraw the offer or who fails to pay the balance amount within the time frame as per the terms and conditions for payment in the bid document or is found to have made misrepresentation of the facts/ information for the eligibility or otherwise, shall be forfeited.

### **IV. Information/ Documents to be Provided**

#### **Envelope A- Eligibility Envelope**

1. Demand draft/Pay-order for the Bid Document Fee in favour of ..... Development Authority (Non-refundable) in case the form has been downloaded from the web-site of the Authority or copy of the original receipt of the cash payment for purchase of bid document from the Authority.

2. Demand draft/Pay-order for the Bid Security of Rs.....(...% of the reserve price for the property drawn in favour of ..... Development Authority.
3. Mandatory Supporting Documents to be Submitted
  - (i) Name and Type of Institution (Society/ Trust (Public/Private)/ Company under Section 26) - Attach a copy of the Registration Document and the Memorandum of Registration and Article of Association/ Any other Document defining the Objectives and Charter of the Institution as submitted with the relevant Authority
  - (ii) Contact Details
    - Registered Address of the Institution
    - Address for Correspondence
    - Phone Number(s)
    - Email
  - (iii) Name of the President/ Managing Trustee/ Managing Director/ Person authorized by the Resolution of the Entity to Manage the Institution (Attach a notarized copy of the resolution)
  - (iv) Contact Details of Authorized Person
    - Address for Correspondence
    - Phone Number(s)
    - Email
  - (v) Duly Notarized Resolution of the Entity to apply for the Bid and nominating the person authorized to sign on behalf of the Entity (applicable if person other than the authorized signatory is nominated for the submission of bid).
  - (vi) Affidavit by the Authorized Person submitting the bid

- (vii) Audit Report for the last three financial years preceding the date of advertisement.
- (viii) Signed copy of Instructions for submission of bid for property **(PART-I)** and terms and conditions for allotment of property **(PART-III)**
- (ix) Any other document (as may be specified by the Authority)
4. The bids submitted without necessary requisite information/ documents, Bid Document Fee and the Bid Security are liable to be rejected. However, the Authority at its sole discretion may ask for any information it may feel necessary to validate/ confirm the adequacy and/ or correctness of the documents.
5. Envelope A shall not contain any information related to the financial offer/ bid and if any such information is provided in Envelope A, such offer/ bid shall be rejected.

#### **Envelope B- Bid Envelope**

Envelope B shall contain only the Bid Form duly filled and signed by the Bidder/ Authorized Signatory **(Part IV)**.

#### **Bid Due Date and Opening of Bids**

1. The Bids can be submitted upto ..... PM on date..... at the office of the .....(Designation and Room Number) located at .....Authority.
2. The Bid shall be opened at.....PM on date..... at the office of the .....(Designation and Room Number) located

at .....Authority. Those interested in attending the opening of bids can participate in the bid opening.

3. In the first stage of bid opening, only the Eligibility Envelope shall be opened and the Authority shall examine the documents submitted by the bidders.
4. After examining the documents, the Bid envelope of only those bidders who have been found to be eligible shall be opened at.....PM on date..... at the office of the ..... (Designation and Room Number) of the Authority. Those interested in attending the opening of bid envelopes can participate in the bid opening.

#### **VI. Declaration of Highest Bidder**

1. The bids below the reserve price for the property shall not be acceptable.
2. Generally, the highest bidder quoting above the reserve will be declared selected bidder at the time of opening of the bid envelope subject to acceptance of the bid by the Competent Authority.
3. The final result of bids will be declared and the same shall be displayed on the notice board of the Authority and hosted on the website of the Authority within 15 days of the opening of the Bid Envelope.
4. The Authority reserves the right to accept or reject any/ all bids.

**VII. Change of Address and Tracking of Bid**

1. The bidder shall ensure that any change in the address for correspondence of the bidder shall be intimated in writing to the Authority.
2. Authority shall not be responsible in any manner whatsoever for any delay as a result of change of address or due to any postal delays.
3. The Bidders are advised to keep a track of the notices on the notice board/ website of the Authority for any information related to the bid.

Note- The aforementioned procedure described in the bid document will also apply to online bid.

**PART II: FORMAT FOR AFFIDAVIT FOR PROPERTY ON  
CONCESSIONAL RATES**

**(To be Submitted in sealed Envelope A: Eligibility Envelope)**

(to be submitted after due notarization on non-judicial stamp as per  
applicable rates)

**AFFIDAVIT**

(prescribed for Assets of persons)

1. I, deponent, depose on oath as here under:

My Name : \_\_\_\_\_

Father's/Husband's name : \_\_\_\_\_

Occupation : \_\_\_\_\_

Age : \_\_\_\_\_

2. That, I \_\_\_\_\_ (name and registration no. \_\_\_\_\_) am the authorized signatory on behalf of ..... (name of the institution) as per the resolution of the institution.

3. That, aforesaid institution/firm/trust is presently registered and is in active operation for .....years.

4. That, main purpose of institution is \_\_\_\_\_ to run/ conduct \_\_\_\_\_ which are mentioned under byelaws/rules/trust deed.

5. That, aforementioned institution/firm/trust prior to this has not obtained any plot/Unit under concessional provisions of the rates.

6. That, all the information provided under bid is correct and no material facts have been concealed.
7. That, I have thoroughly understood the terms and conditions of the bid and rules of the authority for disposal of properties and these terms and conditions/rules are fully acceptable to me.
8. That, if any information under the bid is found wrong/ misrepresentation, then authority shall reserve its right to reject my bid and forfeit the bid security and subsequently would reserve the right to cancel the lease for the property allotted under this bid.
9. That, this affidavit is being submitted by me to the .....Authority for the submission of bid for allotment of \_\_\_\_\_property advertised by the Authority.

Date :

Deponent

(Bidder/Authorized Signatory of Institution)

## VERIFICATION

I \_\_\_\_\_ son/husband of \_\_\_\_\_  
 verify that, afore mentioned information is true as per my  
 personal knowledge and nothing therein is untrue and nothing  
 contained under is concealed. Same is verified  
 today \_\_\_\_\_ date \_\_\_\_\_

Deponent

(Bidder/Authorized Signatory of

Institution



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**PART III: TERMS AND CONDITIONS FOR ALLOTMENT OF  
PROPERTY ON CONCESSIONAL RATE**

**(Signed Copy of the document with signature on each page to be  
Submitted in sealed Envelope A: Eligibility Envelope)**

**I. Payment Terms**

1. The successful bidder shall be required to deposit .....% of the total amount of premium quoted (after adjusting the amount of bid security) within 30 days from the date of issual of demand letter after acceptance of the bid.
2. The successful bidder shall also be required to deposit the advance lease rent for one year and submit a copy of the Agreement containing Terms and Condition of Allotment on non-judicial stamps of the value as per applicable rates within 30 days from the date of issual of demand letter after acceptance of the bid.
3. The Allotment Letter shall be issued only after the .....% of the total premium amount and advance lease rent for one year has been deposited and copy of the agreement has been submitted to the Authority.
4. In case, the successful bidder fails to deposit the above payments within the specified timeframe, the Authority may cancel the allotment and forfeit the bid security (unless the extension in the period has been granted by the Authority in writing as per the regulations of the Authority).
5. The lessee or the transferee shall also be responsible for payment of all taxes/ fees/ duties/ charges levied by the government, municipal agency or any other statutory body from the date notified by the Authority for handing over the

possession of the property irrespective of the fact whether possession was taken or not.

**Clauses 6-9 below shall be applicable only if the Authority is allotting the property on Installments after approval from the State Government**

6. The property which is to be developed or constructed by the Authority, the payment of its premium shall be done by the allottee at various levels of development / construction, in the installments as given below.

**Schedule of Installments**

<b>Installment No.</b>	<b>Due date</b>	<b>Stage of development/construction</b>	<b>of</b>

7. Maximum of 2 years exemption can be granted by the Authority for payment of installments. For such extended period, interest will also be charged at the rate of 12% annually on the amount of outstanding balance of installment.
8. In case of non-payment of installments as per the prescribed schedule, at the end of the extended period as mentioned above a notice for revocation of allotment will be given.
9. If the allottee on receipt of the notice for revocation of allotment, deposits all the outstanding installments as per the prescribed schedule, along with interest and penal interest (5% from the due date of the respective installment)

within one month from the date of receipt of notice, then the Authority will withdraw its notice for revocation of allotment.

If this is not done according to the above mentioned Clause-9, the allotment will be canceled by the Authority. Thus, if the allotment is canceled due to non-payment of installments, the amount equivalent to 10% of the property's premium will be forfeited by the Authority and the remaining premium amount will be returned to the allottee. The allottee will have no right to claim interest on the extradite amount.

10. If the area of the property is found to be less than the area notified in the advertisement for the property, the Authority shall reduce the premium and annual lease rent proportionately.
11. If the Lessee of a particular land applies for allotment of appurtenant land adjoining the allotted plot, the Authority at its sole discretion and decision may allot such additional land at the guideline rate prevailing on the date of allotment of such additional land or at the rate at which land already held by the Lessee allotted, whichever is higher.

## II. Terms for Lease of Property

1. The Property shall be given on lease basis for a period of 30 Yrs (unless otherwise specifically governed as per the general/ special sanction for the properties vested in or managed by the Authority in case of Government Properties or directed by the State Government for any property of the Authority), which shall be extendable for additional two terms of 30 years each, with Authority reserving the right to

- increase the annual lease rent as per Rule 15(2) on the preceding amount of annual lease rent on each such renewal.
2. The annual lease rent for the property shall be Rs. ....(to be filled after the bidding process, lease rent payable to government plus 10% administrative charges for the properties leased on government land allotted to the Authority or 0.1% of the premium charged for properties leased on the land held by the Authority in Bhumiswami rights).
  3. The annual lease rent for the property shall be payable annually in advance and shall be payable every year on or before 1st of June. The first annual lease rent shall be applicable from the 1st of June for the financial year in which the date for handing over the possession is notified by the Authority.
  4. The Authority may initiate the process for recovery of annual lease rent as arrears of land revenue if annual lease rent payable by the Lessee remains unpaid for more than three months from the due date.
  5. The possession of the property shall be handed over on as is where basis (unless specifically provided) and Authority shall not be responsible for any filling/ leveling of the land/ plot.
  6. The possession of the property shall be handed over only after the full amount of premium and the advance annual lease rent for the first year has been deposited (unless specifically provided in the special conditions for allotment of properties in the allotment with prior approval of the State Government under Rule 13, where a minimum of 25% of the payment of premium has been received by the Authority).

7. After the entire amount of premium and advance lease rent for the first year has been deposited, the Estate Officer of the Authority will notify the date and time for purpose of providing actual possession of the property and the lease of the property shall commence from such notified date irrespective of the fact whether the possession was taken or not.
8. After the entire amount of premium and advance lease rent for the first year has been deposited, the allottee shall prepare lease deed/document as per proforma issued by the Office of the Authority and submit before Estate Officer of Authority for his signatures. The Lessee shall be required to necessarily get the lease registered with the Office of Registrar within three months from the date of signing by the Authority. The Lessee shall be responsible for bearing all the expenses associated with the registration of the Lease Document. The Lessee shall also submit a certified copy of lease deed in the Office of Authority within 30 days of registration of Lease.
9. The property allotted on concessional rates shall not be eligible for conversion to freehold.
10. The property allotted on concessional rates shall not be put to any use other than the purpose for which it was allotted. Such property shall not be transferred by the Lessee to any other entity without obtaining approval from the State Government.
11. The Lessee shall have right to mortgage the plot after the registration of lease deed for the purpose of raising loan for the construction on plot with the permission of the Authority.

12. Lessee who wants re-measurement of the property shall have to deposit requisite fee with the Authority.
13. The Authority may cancel the lease of the property in case lessee violates any condition of the lease deed. The Authority Board reserves the right of re-entry in the property on revocation of lease.

### **III. Development and Building Regulations for Allotted Properties**

1. No change in the designated use of allotted property shall be permissible.
2. The Lessee shall not be permitted to start any construction on the land allotted without the planning permission from the Town Planning Department (where planning permission is needed) and sanctioning of the Building Plans by the..... Municipal Corporation/ Council or the Authority competent for sanctioning of the building plans. Any construction on plot which is contrary to the sanctioned plan shall be treated as unauthorized and the action will be initiated accordingly treating this as violation of lease conditions.
3. The Authority shall reserves the right to cancel the allotment/ lease in case of use of property for any use other than the designated use of such property and/ or any construction activity taken in contravention with the sanctioned plans or without the sanctioned plans. Under such circumstances, the lessee shall also be liable for payment of any penalty imposed by any statutory or any other government agency.
4. The Lessee shall be responsible for obtaining necessary permissions and payment of fees/ charges towards the

service connections including but not limited to the Water Connection, Sewer Connection as per the rules and regulations of the Municipal Corporation/ Council or any other agency responsible for provision of services. In case area where allotted property is located is not serviced by the sewer lines, the lessee shall be responsible for making the necessary arrangement for safe disposal of sewerage as per the rules and regulations of Municipal Corporation/ Council.

5. The Lessee shall be responsible for getting the electricity connection and payment of any charges associated with it.
6. The lease for the property on concessional terms is granted subject to the conditions that if the property leased is not utilized within a period of 3 years for the purposes for which it was given, the Authority may cancel the lease, forfeit the amounts deposited and resume possession thereof. Where the property is land/plot, the utilization of property shall mean that the leaseholder constructs at least 10% of the permissible built up area on the leased land/plot.

#### **IV. Other terms and Conditions**

1. In case any discrepancy arises in the terms and conditions of the bid and the provisions of "Madhya Pradesh Vikas Pradhikarano Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2018" or any other rules/ statutory provisions of the State Government, the provisions of the later shall prevail and shall be binding on the Lessee.
2. If there are any special terms and conditions under the scheme as elucidated under the respective advertisement

shall be binding in addition to the aforementioned conditions on Bidder/recipient of property.

3. In case of violation of terms and condition if any dispute so arises then the decision made by Development Authority would be final.
4. Wherever word "**Authority**" has been used, it shall include its representatives, nominees, successors and permitted assigns and similarly where word "**lessee**" is used therein name of his/her successor shall be presumed to the included.

**The Information provided under the Advertisement or any amendments issued by the Authority and Part-I, Part-II and Part-III are integral part of the bid document. The bidders must sign all pages of Part-I, II and Part-III and submit them in "Envelope A: Eligibility Document". The bidders also acknowledge that any amendments in the bid document issued by the Authority through notification on the web-site or any other mode are in the knowledge of the bidder. In case, bidder is not aware about any such Amendment, the Authority shall not be liable/ responsible in any manner for any loss incurred by the Bidder on this account.**

Date.....

Signature of Authorized Signatory of the  
Institution

Name .....



**PART IV: BID FORM FOR PROPERTY ON CONCESSIONAL RATE****Bid Form for -----Plot/Unit (To be Submitted in sealed Envelope 'B' )**

Advertisement No. \_\_\_\_\_

Date \_\_\_\_\_

Bid Form No. \_\_\_\_\_

Cost Rs. \_\_\_\_\_

**Non-Transferable**

To;

\_\_\_\_\_

\_\_\_\_\_ Development Authority

\_\_\_\_\_ (M.P.)

Name of Bidder \_\_\_\_\_

Affix a  
passport size  
Photo of  
bidder (s)

Sir,

1. With reference to your Advertisement Number..... dated..... for the allotment of Plot/Units on Concessional Rates for .....(specify the purpose) under Scheme Number.....and notified with the name .....(Name of the Scheme), I/ We wish to submit my/our bid for the allotment of property on Lease basis as per the Terms and Conditions of the Bid issued by the Authority as an integral part of this Bid Form. I/ We fully acknowledge that I/ We duly acknowledge that I/ We have read and clearly understood and agree to abide with all the

terms and conditions of the bid document issued by the Authority including but not limited to the rights of the authority with respect to the bid process and terms of allotment of plot/Unit. I/ We are enclosing duly signed copy of the Terms and Conditions with this bid. I/ We are filing required information as hereunder:

## 2. Basic Details of Applicant

01	Name of Institution/ Entity	
02	Name of Directors/Trustees of the Bidder Entity	..... ..... ..... ..... .....
03	Authorized Signatory on behalf of the Institution	..... ..... ..... ..... .....
04	Full Address for Correspondence Telephone/Mobile e-mail	..... ..... (Office)..... (Res).....

3. We have procured this bid form from the office of the Authority vide Receipt Number .....dated.....issued by the

.....Authority (Original Receipt of the Cash payment is submitted in Envelope A). We have downloaded the bid form from the website of the authority and the bank draft/banker cheque bearing number ..... dated.....for an amount of Rs.....(in words and figures) towards the cost of bid has been submitted by me/us in Envelope A.

4. I/ We are submitting this bid with a very clear understanding that my/our bid will remain valid for a period of 90 days from the date of submission of bid.
5. I/ We are submitting a Bank Draft/bankers cheque bearing number ..... dated.....for an amount of Rs.....(in words and figures) as Bid Security for our bid In favour of..... Authority and has been submitted in Envelope A. I/ We also understand that our bid is irrevocable and in case I/ We revoke it then the bid security for an amount of Rs..... (in figures and words) deposited along with this bid shall be forfeited.
6. I/ We also acknowledge that all the information provided in Envelope A is true and correct and we own the entire responsibility for the information provided by us. I/ We also agree that we shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid. I/ We also acknowledge that we are eligible to bid for the bid as per the eligibility requirements of this bid. We are also aware that in case any information provided in the bid is found incorrect/ misrepresentation of facts or we are unable to deposit the amount as per the payment terms, the Authority reserves the right to reject our bid and forfeit the bid security.

7. I/ We acknowledge the Authority reserves the right to cancel this bid at any time and is neither bound to accept any bid nor to invite the bidders to Bid and also to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our eligibility to apply for this bid or which relates to a grave offence that outrages the moral sense of the community. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
9. I/We also acknowledge that we shall use the allotted plot/ Unit strictly in adherence to the terms and conditions of the Lease Deed and the applicable laws and regulations of the State and/ or any other agency constituted under the Statute. I/We also acknowledge that we shall use the allotted property only for the specific purpose for which the property has been allotted on concessional rate to our institution and start utilization of the property within a period of 3 years for the specific purpose for which the property is being allotted failing which the Authority reserves the right to cancel the lease for the property and forfeit all the payments deposited and resume possession.

10. We also agree to all the terms and conditions of the Lease Deed to be executed on allotment of the Plot/ Unit including but not limited to the payment of annual lease rental (for leased properties), rights of the Authority to cancel the Lease, adherence to the applicable development control regulation, building bye-laws, building regulations, liability for payment of fee, rates and taxes as applicable under any law on the property etc.

11. I/ We are pleased to submit my/ our unconditional and unqualified bid for the Plot/ Unit as below.

<b>Plot/Unit No. (in figures)</b>	<b>Plot/ Unit No. (in words)</b>	<b>Bid Rate per Sqm (in figures)</b>	<b>Bid Rate per Sqm (in words)</b>

12. I/ We agree to the terms and conditions for the payment of balance of the bid amount in the bid document and also agree to pay the applicable interest rates and penalties applicable thereof in case of any delay/ default in the payment by me/us.

13. I/ We agree to the terms and conditions for the payment of balance 75% of the bid amount in the bid document and the applicable interest rates and penalties applicable thereof in case of any delay/ default in the payment by me/us.

14. I/ We understand that mentioning of Plot/ Unit Number and Bid Rates in Rs. per square meter in figures and words is essential for the acceptance of the bid.

15. I/ We also understand that any overwriting or mistake or change in the Name and/or Plot/Unit No. and/or Rates in the bid form will make the bid invalid.

In witness thereof, I/we submit this Bid for the allotment of the property under and in accordance with the terms of the Bid Document.

Yours sincerely,

Date:

Signature of the Bidder/Authorised

Signatory

Name of the Bidder/ Authorised

Place:

Signatory

Seal of the Institution

**FORM-H**

[See rule 7 (2)(vii)]

**PROPOSAL FOR REVISION IN THE RESERVE PRICE  
FOR PROPERTIES ON CONCESSIONAL RATE**

The..... Development Authority has invited bids 3 times for the properties as per details given in Table A below on the basis of Reserve Price fixed at Concessional rate as per Rule 7(2) (ii) of the “Madhya Pradesh Vikas Pradhikarano Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2018”.

Table A: Details of Properties and Reserve Price at Concessional Rates for the Property

Sr No	Descri ption of Plots/ Units	Use of Plots / Unit s	Catego ry/ Purpos e of Reserv ation	Reser ve Price of Plot/ Unit	Highest Offer in Rs.		
					Date of Bid- First Call	Date of Bid- Second Call	Date of Bid- Third Call
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							

As per Rule 7(2) (vii) of the Rules, the bids have been invited three times during the period from.....(date of inviting first bid) to this date of completion of the bid process for the third call. In all the three invitations, the bids received are below the reserve price of the property fixed as per Rule 7(2)(ii). As per the Power conferred in the Rules under Rule 7(2)(vii) with the Chairman, the proposal with revised reserve price for the properties is being submitted for approval as given below.

Sr. No.	Description of Plots/ Units	Use of Plots/ Units	Category/ Purpose of Reservation	Proposed Revised Reserve Price of Plot/ Unit*
(1)	(2)	(3)	(4)	(5)
1				
2				
3				

\*- The revised reserve price shall not be below the higher offer received in the bid process and/or 75% of the Initial Reserve Price, whichever is higher under any circumstances.

Chief Executive Officer  
..... Development Authority.



**FORM- I**

{See rule 8 (2) (v)}

Following Plots/Units under the .....(Scheme No.) notified as \_\_\_\_\_ (Name of the Scheme) of the \_\_\_\_\_ (name of the authority) for the purpose of residential use are available for its disposal on the basis of fixed price. The details of the plots/ Units are annexed herewith for the Approval of the Board as per Rule 8(1)(v) of "Madhya Pradesh Vikas Pradhikaran Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2018"

Sr. No.	Descripti on and Number of Plots/ Units	Are in Square Mtrs.	Category of Reservation and Number of Plots/ Unit reserved	Fixed price	Deposit amount	Registrati on Charges	Annual Lease Rent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							

Chief Executive Officer

..... Development.

Authority

**FORM- J**

{See rule 8 (2) (v)}

For Registration of plot/Unit of EWS/LIG/MIG/HIG under scheme \_\_\_\_\_ of authority.

**NOTICE**

Proposals for registrations of Plots/Units in various categories under the scheme \_\_\_\_\_ of authority are invited as per following table.

Sr. No.	Description of Plots / Units	Are in Square Mtrs.	Category of Reservation and Number of Plots/ Unit reserved	Fixed price	Deposit amount	Registrati on Charges	Annual Lease Rent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							

Chief Executive Officer

.....

Development

Authority

For registration of above properties, forms may be obtained from the Office of authority/bank on prescribed price of Rs.....by depositing bank draft/bankers cheque/cash or same can also be downloaded online by visiting website of authority www.\_\_\_\_\_ or can be applied online. The last date for above registration is\_\_\_\_\_. The terms and conditions for registration are mentioned in the form and the same can also be viewed on the website of the authority.

Chief Executive Officer

.....

Development

Authority

**FORM-K**

[See rule 8(2)(vi)]

Application number \_\_\_\_\_

Category \_\_\_\_\_

Enclosures to be attached:

1. Application form filled duly
2. Photograph
3. Affidavit
4. Income certificate
5. Certificate in respect of reservation, if applicable.
6. True photocopy of Aadhar Card

\_\_\_\_\_ **Development Authority** \_\_\_\_\_

**Application form for Allotment of Plots/Units through lottery  
system under Scheme Number ..... Name.....**

Advertisement No. \_\_\_\_\_

Date \_\_\_\_\_

Application Form No. \_\_\_\_\_

Cost Rs. \_\_\_\_\_

**Non-transferable**

To;

\_\_\_\_\_

\_\_\_\_\_ **Development Authority**\_\_\_\_\_ **(M.P.)**

Name of applicant \_\_\_\_\_

Affix a  
passport size  
Self-attested  
Photo of  
applicant

Sir,

I pray that on the basis of the Advertisement No.....  
dated..... following Plot/Unit be allotted to me on the lease. I am  
filing required information as hereunder :-

- 01 Name of applicant .....
- 02 Father's/Husband's .....  
Name .....
- 03 Age of applicant .....
- 04 Full Address : .....  
Telephone/Mobile .....  
(Office).....  
(Res).....
- 05 Total monthly income Rs .....  
.....
- 06 If employed name of .....  
the employer .....  
.....  
.....

**FORM-K**

[See rule 8(2)(vi)]

Application number \_\_\_\_\_

Category \_\_\_\_\_

Enclosures to be attached:

1. Application form filled duly
2. Photograph
3. Affidavit
4. Income certificate
5. Certificate in respect of reservation, if applicable.
6. True photocopy of Aadhar Card

\_\_\_\_\_ **Development Authority** \_\_\_\_\_

**Application form for Allotment of Plots/Units through lottery  
system under Scheme Number ..... Name.....**

Advertisement No. \_\_\_\_\_ Date \_\_\_\_\_

Application Form No. \_\_\_\_\_

Cost Rs. \_\_\_\_\_

**Non-transferable**

To;

\_\_\_\_\_

\_\_\_\_\_ **Development Authority**\_\_\_\_\_ **(M.P.)**

Name of applicant \_\_\_\_\_

Affix a passport size Self-attested Photo of applicant
--

07 Duration of service

.....

08 If in private business then its

detail

Tel.

No.....

Res.....off

.....mob no....

09 Affidavit as mentioned in Terms  
and Condition as enclosed

.....

10 No. of bank draft/ bankers cheque ..... dated  
..... for an  
amount of Rs. .... in case of downloaded application  
form.

11 I assure that if my application form is sanctioned. I will deposit  
the remaining premium of plot/Unit in time as per the payment  
Schedule and also deposit annual lease rent regularly and  
timely as per the payment date.

12 I assure that I will abide by the rule and regulation made by  
government and authority from time to time.

13 I have understood the terms, condition and rule of the allotment  
of plot/Unit of the authority and the same are acceptable to me.

14 In case of any information given under the application form is  
found wrong then authority shall reserve the right to reject the  
form and forfeit the registration amount deposited.

**Enclosures :**

1. No. of Bank Draft/banker cheque.....  
Dated..... Rs..... towards  
Registration  
Charges
2. Signed copy of terms and conditions
3. Affidavit
4. Income certificate (if necessary)
5. Certified copy of caste certificate issued by  
competent authority  
(if necessary).

.....

(Signature

of applicant)



**Office .....Development Authority****Terms & Conditions for Disposal of Properties on Fixed Rate****I. General Terms**

1. On receipt of more applications than properties (Assets) available for disposal, plots/Units shall be allotted as per the draw of Lottery.
2. Applicant will have to submit application form in prescribed proforma in the office of authority for the allotment of property. Application form could only be submitted in the period as mentioned under the advertisement.
3. The allotment of plot/Unit numbers under the advertisement shall be carried out by draw.
4. If any change in address of applicant occurs then in that case he will have to provide written information in this respect to the Authority.
5. If any applicant, after submitting his application withdraws his application prior to the prescribed Last date then after deducting 10% of the deposited amount remaining amount would be refunded. Upon allotment of property after the draw of lottery, amount deposited with application on demand will not be refunded back and shall be forfeited and no objection in this regard will be accepted.

6. The Authority reserves the right to accept or reject the application.

## II. Payment Terms

1. The Applicant shall be required to deposit .....% of the total amount of premium quoted (after adjusting the amount of bid security) within 30 days from the date of issuance of demand letter after acceptance of the Application.
2. The Applicant shall also be required to deposit the advance lease rent for one year and submit a copy of the Agreement containing Terms and Condition of Allotment on non-judicial stamps of the value as per applicable rates within 30 days from the date of issuance of demand letter after acceptance of the Application.
3. The Allotment Letter shall be issued only after the .....% of the total premium amount and advance lease rent for one year has been deposited and copy of the agreement has been submitted to the Authority.
4. In case, the Applicant fails to deposit the above payments within the specified timeframe, the Authority may cancel the allotment and forfeit the bid security (unless the extension in the period has been granted by the Authority in writing as per the regulations of the Authority).
5. The lessee or the transferee shall also be responsible for payment of all taxes/ fees/ duties/ charges levied by the government, municipal agency or any other statutory body from the date notified by the Authority for handing over the

possession of the property irrespective of the fact whether possession was taken or not.

6. The property which is to be developed or constructed by the Authority, the payment of its premium shall be done by the allottee at various levels of development / construction, in the installments as given below.

### Schedule of Installments

Installment No.	Due date	Stage of development/construction	

7. Maximum of 2 years exemption can be granted by the Authority for payment of installments. For such extended period, interest will also be charged on the amount of outstanding balance of installment according to the provisions contained in RERA.
8. In case of non-payment of installments as per the prescribed schedule, at the end of the extended period as mentioned above a notice for revocation of allotment will be given.
9. If the allottee on receipt of the notice for revocation of allotment, deposits all the outstanding installments as per the prescribed schedule, along with interest and penal interest (5% from the due date of the respective installment) within one month from the date of receipt of notice, then the Authority will withdraw its notice for revocation of allotment.

If this is not done according to the above mentioned Clause-9, the allotment will be canceled by the Authority. Thus, if the allotment is canceled due to non-payment of installments, the amount equivalent to 10% of the property's premium will be forfeited by the Authority and the remaining premium amount will be returned to the allottee. The allottee will have no right to claim interest on the extradite amount.

10. If the area of the property is found to be less than the area notified in the advertisement for the property, the Authority shall reduce the premium and annual lease rent proportionately.
11. If the Lessee of a particular land applies for allotment of appurtenant land adjoining the allotted plot, the Authority at its sole discretion and decision may allot such additional land at the guideline rate prevailing on the date of allotment of such additional land or at the rate at which land already held by the Lessee allotted, whichever is higher.
12. After the allotment if the Authority fails to handover the possession of property for any reason whatsoever, then the Authority will refund the amount deposited with 7% interest.

### **III. Terms for Lease of Property**

1. The Property shall be given on lease basis for a period of 30 Yrs (unless otherwise specifically governed as per the general/ special sanction for the properties vested in or managed by the Authority in case of Government Properties or directed by the State Government for any property of the Authority), which shall be extendable for additional two terms of 30 years each, with Authority reserving the right to

increase the annual lease rent up to a maximum 50% of lease rent of the preceding amount of annual lease rent on each such renewal.

2. The annual lease rent for the property shall be Rs. ....(to be filled after the Lottery process, lease rent payable to government plus 10% administrative charges for the properties leased on government land allotted to the Authority or 0.1% of the premium charged for properties leased on the land held by the Authority in Bhumiswami rights).
3. The annual lease rent for the property shall be payable annually in advance and shall be payable every year on or before 1st of June. The first annual lease rent shall be applicable from the 1st of June for the financial year in which the date for handing over the possession is notified by the Authority.
4. The Authority may initiate the process for recovery of annual lease rent as arrears of land revenue if annual lease rent payable by the Lessee remains unpaid for more than three months from the due date.
5. The possession of the property shall be handed over on as is where basis (unless specifically provided) and Authority shall not be responsible for any filling/ leveling of the land/ plot.
6. The possession of the property shall be handed over only after the full amount of premium and the advance annual lease rent for the first year has been deposited (unless specifically provided in the special conditions for allotment of properties in the allotment with prior approval of the state government under Rule 13, where a minimum of 25% of the payment of premium has been received by the Authority).

7. After the entire amount of premium and advance lease rent for the first year has been deposited, the Estate Officer of the Authority will notify the date and time for purpose of providing actual possession of the property and the lease of the property shall commence from such notified date irrespective of the fact whether the possession was taken or not.
8. After the entire amount of premium and advance lease rent for the first year has been deposited, the allottee shall prepare lease deed/document as per proforma issued by the Office of the Authority and submit before Estate Officer of Authority for his signatures. The Lessee shall be required to necessarily get the lease registered with the Office of Registrar within three months from the date of signing by the Authority. The Lessee shall be responsible for bearing all the expenses associated with the registration of the Lease Document. The Lessee shall also submit a certified copy of lease deed in the Office of Authority within 30 days of registration of Lease.
9. The Lessee may, subject to the conditions of the lease, transfer the property to any person after obtaining a no objection from the Authority and depositing a transfer fees determined by the Authority which shall not exceed 0.5% of the applicable guideline rate of the property prevailing on the date of application for transfer. No transfer fee shall be payable where transfer is sought in the course of natural devolution of heirship.
10. The Lessee shall have right to mortgage the plot after the registration of lease deed for the purpose of raising loan for

the construction on plot with the permission of the Authority.

11. Lessee who wants re-measurement of the property shall have to deposit requisite fee with the Authority.
12. The Authority may cancel the lease of the property in case lessee violates any condition of the lease deed. The Authority reserves the right of re-entry in the property on cancellation of lease.

#### **IV. Development and Building Regulations for Allotted Properties**

1. No change in the designated use of allotted property shall be permissible.
2. The Lessee shall not be permitted to start any construction on the land allotted without the planning permission from the Town Planning Department (where planning permission is needed) and sanctioning of the Building Plans by the..... Municipal Corporation/ Council or the Authority competent for sanctioning of the building plans. Any construction on plot which is contrary to the sanctioned plan shall be treated as unauthorized and the action will be initiated accordingly treating this as violation of lease conditions.
3. The Authority shall reserves the right to cancel the allotment/ lease in case of use of property for any use other than the designated use of such property and/ or any construction activity taken in contravention with the sanctioned plans or without the sanctioned plans. Under such circumstances, the lessee shall also be liable for

- payment of any penalty imposed by any statutory or any other government agency.
4. The Lessee shall be responsible for obtaining necessary permissions and payment of fees/ charges towards the service connections including but not limited to the Water Connection, Sewer Connection as per the rules and regulations of the Municipal Corporation/ Council or any other agency responsible for provision of services. In case area where allotted property is located is not serviced by the sewer lines, the lessee shall be responsible for making the necessary arrangement for safe disposal of sewerage as per the rules and regulations of Municipal Corporation/ Council.
  5. The Lessee shall be responsible for getting the electricity connection and payment of any charges associated with it.
  6. It would be mandatory for the lease holder to raise construction, if it is not done on the minimum 10% of the built-up area by the lease holder within the period of 5 years from the date of commencement of the lease period, then the authority will impose penalty at the rate of Rs. 100 per square meter per annum till the completion of the construction. If the construction work is not done in the time limit of 10 years from the date of commencement of the lease period / rule (whichever is later), then the Authority will enter again after cancelling the lease in accordance with the Rule 22.

#### **V. Transfer of Allotment**

The Allotment of property can be transferred only after the expiry of six months from the date of Allotment. For



properties allotted under the reserved category, the transfer shall be permissible only to such other person who would have been eligible under the same category of reservation for which said property was reserved. The transfer fee shall be payable at the rate of 1% of the premium or applicable guideline rate prevailing on the date of transfer, whichever is higher.

#### VI. Other terms and Conditions

1. In case any discrepancy arises in the terms and conditions of the bid and the provisions of "Madhya Pradesh Vikas Pradhikarano Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2013" or any other rules/ statutory provisions of the state government, the provisions of the later shall prevail and shall be binding on the Lessee.
2. If there are any special terms and conditions under the scheme as elucidated under the respective advertisement shall be binding in addition to the aforementioned conditions on Bidder/recipient of property.
3. In case of violation of terms and condition if any dispute so arises then the decision made by Development Authority would be final.
4. Wherever word "**Authority**" has been used, it shall include its representatives, nominees, successors and permitted assigns and similarly where word "**lessee**" is used therein name of his/her successor shall be presumed to the included.

Date

Applicant

Signature of

**Submitted after deemed notarization on Non Judicial Stamp  
paper of Value as per Applicable Law**

**AFFIDAVIT**

**(Prescribed for properties (Assets) of the authority)**

1. I, deponent depose on oath as under:-  
 My Name .....  
 Father's/Husband's Name .....  
 Age .....  
 Monthly/Annual Income .....
2. That, all the information given under the application is correct and no facts has/have been concealed.
3. That, I have very well understood the terms and condition including rules for disposal of property of the Authority on fixed rate basis and the same are fully acceptable to me.
4. That, if any information under the application is found wrong then authority shall reserve its right to cancel my application form.
5. That, I have not been allotted any property of the Authority under fixed rate or any special scheme for the category of reservation under which the application is being submitted.
6. That, affidavit is being submitted by me.....for purchase of .....plot/Unit.....development authority as per the fixed rate, subject to any variation in the area.

Dated:

Deponent

**VERIFICATION**

I.....S/o/W/o.....verify that aforesaid information submitted is true to best of personal knowledge and nothing contained thereunder is untrue and nothing therein is concealed, same is verified on.....date.....

Deponent

1. Anything that is not applicable and unnecessary need not be included in affidavit.
2. Affidavit submitted in any other format shall not be acceptable.

**“Form L- Lease Deed”**

Stamp rupees..... Premium of Plot/Unit  
Rs.....  
Annual lease  
rent.....

**Office of.....Development Authority**

**Lease Deed for.....Plot/Unit No.....**  
**Under Scheme No...../Name.....of**  
**the.....Authority.**

**First 30 years lease period from date.....till.....date**

Reference No..... Dispatch No.....

Date.....

This Lease deed is made on this .....day of ..... By and between

- 1) The .....Development Authority, through its Estate Officer, who has been duly authorized by its Chief Executive Officer who being Authority (hereinafter referred to as “...DA” or the “Lessor”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its representatives, nominees and assigns etc.) of the FIRST PART;  
AND

2) Shri/ Smt. \_\_\_\_\_, resident of \_\_\_\_\_ (or M/s \_\_\_\_\_, an entity duly incorporated under the ....Act and having its registration no. \_\_\_\_\_ and registered office at \_\_\_\_\_ through \_\_\_\_\_, who has been duly authorized by resolution of the Entity), if the Lessee is an Entity) (hereinafter referred to as the "Lessee", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors, representatives, nominees and permitted assigns) of the SECOND PART

(Each of the parties of the FIRST and SECOND PART are individually referred to as a "Party" and collectively to as the "Parties")

#### WHEREAS

- A. -----Development Authority established under section 38/64 of the M.P. Nagar Tatha Gram Nivesh Adhinyam 1973 (No. 23 of 1973), is a Town and Country/ Special Area Development Authority incorporated as Corporate Body under section 39/66 of the Adhinyam. The Authority as per the provisions under section 38(2)/68 of the Adhinyam with the duty and obligations, inter alia, to implement Development Plan and Schemes. Authority is carrying out development of city by way of residential, commercial and infrastructural development.
- B. The Board of the .....Authority has decided and passed Resolution No..... dated.....in its meeting to dispose the properties by inviting the bids on the basis of reserve price for properties/ reserve price for properties on concessional rate or by

inviting applications for allotment on fixed rate basis by draw of lottery.

- C. ...DA, in pursuance of the above, had initiated the process for disposal of properties, and in its attempt to successfully conduct a competitive and transparent process, invited bids/ applications by its bid document/ invitation of applications dated ....., based on the clearly defined criteria for eligibility of the bidder/ applicant.
- D. The Second Party is desirous of acquiring the property in accordance with the terms and conditions of the bid/ application.
- E. Amongst the various terms and conditions of the bid document, the bidders were required to quote the premium for the property above the reserve price they were willing to pay to the ...DA, for the purpose of granting and executing the Lease Deed by ..DA with the Selected Bidder. The requisite and applicable charges / taxes / duty etc. shall be calculated, based on the prevailing rules / regulations on the date of execution of the Lease deed, and be payable solely by the Bidder. (applicable for properties through Bid)
- F. The Second Party has submitted the bid for allotment of the property number....under.....Scheme Number/ Name or has submitted the application for allotment of the property advertised by the Authority. The accurate area of the property is.....square meter. The quadrangular boundary of the Property is as hereunder and the same has been shown in red colour in the enclosed sight plan.

Quadrangular boundary of the property

In the East : .....

In the West : .....

In the North : .....

In the South : .....

- G. The Competent Authority under Rule 24 of "Madhya Pradesh Vikas Pradhikaran Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2018" has accepted the bid submitted by the Second Party or the application of Second Party for properties on fixed rate basis has been selected in the draw of lottery for allotment.
- H. Pursuant to above, the Authority had issued requisition letter for the payment of ...% of the bid amount/ fixed value of the property and the advance annual lease rental for the first year within 30 days as a token of acceptance by the Second Party.
- I. The Second Party has deposited ...% of the premium amount for the property/ value of the property at fixed rate and the annual lease rent for the first year as per the terms of payment and accordingly the.....Development Authority had issued the allotment letter for the property to the Allottee in accordance with the terms and conditions thereof and signed an agreement with the Allottee.
- J. The Allotte was handed over the possession of the property on.....day of .....
- K. Consequent to the payment of entire premium amount for the property/ value of the property, the Allottee has requested .....Development Authority for the grant of lease of the Property admeasuring \_\_\_\_\_ located at \_\_\_\_\_ Scheme in accordance with and for the purpose for which the allotment has been made.

L. Therefore, for purpose of and in accordance with the provisions of the Agreement, .....Development Authority agrees to lease to the Allottee, the Property admeasuring \_\_\_\_\_ and located at \_\_\_\_\_ Scheme on the terms and conditions set out herein, as per the established and accepted procedures / rules/ regulations of the Authority

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Lease Deed and other consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

#### **TERMS AND CONDITIONS**

1. The Authority/ GOMP (if the land belongs to the GoMP) is the owner of the land and is transferring the land on lease only as per the terms and conditions of this lease deed.
2. The aforesaid property has been leased out on lease initially for period of 30 years to lessee for ..... use, thereafter aforesaid lease may be renewed twice for a period of 30 years each, with Authority reserving the right to increase the annual lease rent as per the provisions of Rule 15(2).
3. The annual lease rent for the property shall be Rs. .... The annual lease rent for the property shall be payable annually in advance and shall be payable every year on or before 1st of June.
4. The Authority reserves the right to initiate the process for recovery of annual lease rent as arrears of land revenue if annual lease rent payable by the Lessee remains unpaid for more than three months from the due date.



5. The Lessee shall be responsible for payment of all taxes/ fees duties/ charges levied by the government, municipal agency or any other statutory body from the date notified by the Authority for handing over the possession of the property.
6. The Lessee may, subject to the conditions of the lease, transfer the property to any person after obtaining a no objection from the Authority and depositing a transfer fees determined by the Authority which shall be ...% (not exceeding 0.5%) of the applicable guideline rate of the property prevailing on the date of application for transfer. No transfer fee shall be payable when transfer is sought in the course of natural devolution of heirship.

**Special Condition For properties allotted on concessional rate, the Clause 5 shall be read as hereunder:**

The property allotted on concessional rates shall not be put to any use other than the purpose for which it was allotted. Such property shall not be transferred by the Lessee to any other entity without obtaining approval from the State Government.

7. The Lessee shall have right to mortgage the plot after the registration of lease deed for the purpose of raising loan for the construction on plot with the permission of the Authority.
8. No change in the designated use of allotted property shall be permissible.
9. The Lessee shall not carry out any construction on the land allotted without the planning permission from the Town Planning Department (where planning permission is needed) and sanctioning of the Building Plans by the..... Municipal Corporation/ Council or the Authority competent for sanctioning

of the building plans. Any construction on plot which is contrary to the sanctioned plan shall be treated as unauthorized and the action will be initiated accordingly treating this as violation of lease conditions.

10. The Authority reserves the right to cancel the lease in case of use of property for any use other than the designated use of such property and/ or any construction activity taken in contravention with the sanctioned plans or without the sanctioned plans. Under such circumstances, the lessee shall also be liable for payment of any penalty imposed by any statutory or any other government agency.
11. The.....Development Authority shall be responsible for provision/ arrangement of services up to the boundary of the property at its own cost.
12. However, the Lessee shall be responsible for obtaining necessary permissions and payment of fees/ charges towards the service connections including but not limited to the Water Connection, Sewer Connection as per the rules and regulations of the Authority/ Municipal Corporation/ Council or any other agency responsible for provision of services.
13. In case area where allotted property is located is not serviced by the sewer lines, the lessee shall be responsible for making the necessary arrangement for safe disposal of sewerage as per the rules and regulations of Municipal Corporation/ Council or as applicable under the relevant laws.
14. The Lessee shall be responsible for getting the electricity connection and payment of any charges associated with it.

15. It would be mandatory for the lease holder to raise construction within 5 years from the date of , if it is not done on the minimum 10% of the built-up area by the lease holder within the period of 5 years from the date of commencement of the lease period, then the authority will impose penalty at the rate of Rs. 100 per square meter per annum till the completion of the construction. If the construction work is not done in the time limit of 10 years from the date of commencement of the lease period / rule (whichever is later).

If the construction work is not done in the time limit of 10 years from the date of commencement of the lease period / rule (whichever is later), then the Authority will reenter after cancelling the lease.

**Special Condition For properties allotted on concessional rate, the Clause 15 shall be read as hereunder:**

Every lease of property on concessional terms shall be granted subject to the conditions that if the property leased is not utilized within a period of 3 years for the purposes for which it was given, the Authority may cancel the lease, forfeit the amounts deposited and resume possession thereof. Where the property is land/plot, the utilization of property shall mean that the leaseholder constructs at least 10% of the permissible built up area on the leased land/plot.

16. The Lessee shall be responsible for protection and safety of the property from the date of possession.
17. The Lessee shall be bound to comply with the provisions of the Development Plan and M.P. Bhumi Vikas Niyam 2012 or any amendments thereof with regard to the construction of building. The Lessee shall also be bound to comply with the urban design

guidelines or any other guidelines with respect to the Building, which the Authority/ any Competent Authority of the Government may issue with regard to a specific scheme. The Liability of compliance shall solely vest with the Lessee and in case of any violation, the Lessee shall be responsible for the payment of any penalty as per applicable laws/ rules/ regulations.

18. The mining rights cannot, and do not, form part of the lease granted to the Lessee under this Lease Deed and the Lessee hereby acknowledges that it does not, and shall not, have any mining rights under this Lease Deed or any interest in the underlying minerals, if any, any finds of archaeological interest such as relics of antiquity, coins, fossils or other articles of value obtained in excavation shall be the property solely of GOMP and shall be delivered to ..DA.
19. The lessee shall not be permitted to store any explosives or any other substance which are unsafe for property and the adjoining properties.
20. The Lessee shall not carry out any activity which is not permissible by law and/ or affects the peace and safety of the residents in the adjoining properties or the general public.
21. The Lessee shall keep and maintain the property in good and habitable condition at all times and provide free and unobstructed opportunity to enter and inspect the premises during the working hours of the day the designated and/or authorised office of the Lessor, for ensuring the permitted and sanctioned land use and use activity by the Lessee and adherence to the terms and conditions of the Lease.

22. The Lessee shall be required to necessarily get the lease registered with the Office of Registrar within three months from this date of signing by the Authority. The Lessee shall be responsible for bearing all the expenses associated with the registration of the Lease Document. The Lessee shall also submit a certified copy of lease deed in the Office of Authority within 30 days of registration of Lease.
23. That, lessee shall comply with the various rules framed by the authority or GoMP or any other statutory authority from time to time.
24. The Lessee hereby expressly covenants and agrees that, throughout the Lease Term, it shall use the property strictly in accordance with the terms and conditions of the this Lease Deed and the prevailing, relevant and Applicable laws and bye-laws. And the Authority reserves the right to cancel the lease if the Lessee violates any terms and conditions of lease deed and the Lessee shall not be entitled for any refund of any premium/ considerations/ any other payments made in any form to any agency. The Authority shall have the right of re-entry in the property on cancellation of lease.
25. Special Conditions for Buildings or Part of Building allotted by the Authority
  - (i) The Lessee will not be entitled to make any additions or alteration in the structural components of the building/ part of building in question which affects the safety of the structure and will keep it in the condition in which it is given to it.
  - (ii) In case any damage is caused to the building on account of

natural calamity or violence of any mob or army or any other clarify beyond human control, the loss shall be borne by the Lessee and the Authority will in no case be liable for the same.

(iii) The Lessee has satisfied itself about the condition and the quality of the building and the material used in constructing the same and it will have no right at all to make any complaint or grievance in respect of the same after execution of this agreement.

26. It is further made clear between the parties that the second party will pay to the Authority on demand by it any further amount that may on final calculation of costs of the building put up thereon may be demanded by the Authority from the Second Party and the Chairman of the Board of the Authority would be the sole judge of the question as to what further amount is due from the Second Party on such final calculation

27. Governing Law and jurisdiction - This Lease Deed shall be construed and interpreted in accordance with and governed by the prevailing laws of India, the Courts at ...., M.P alone shall have exclusive jurisdiction over all matters arising out of or relating to this Lease Deed

Witness:

1.....

Signature Lessee

2.....

Signature Lessor

Affixed Photograph here

Note :- This lease deed format has been prepared as a model and shall be modified as per the requirements for specific category and type of property.

**FORM-D**

[See Rule 28]

Serial No.	Reservation Category	Percentage of Reservation
(1)	(2)	(3)
1.	Schedule Caste	10%
2.	Schedule Caste (Women)	2% out of 10% for the women of this category
3.	Schedule Tribe	15%
4.	Schedule Tribe (Women)	2% out of 15% for the women of this category
5.	Other Backward Class	6%
6.	Backward Class Women	2% out of 6% for the women of this category
7.	Employees of the Authority	2%
8.	For the Freedom fighters/Loktantra Senani or For Their Spouse in case not alive.	4%
9.	For Army officer/Ex-Army officer	2%
10.	For Journalists/Reporters	3%
11.	Disable	4%
12.	Women of General category	5% from the fraction of the general category
13.	For Member of Parliament/M.L.A	18% for only H.I

By order and in the name of the Governor of Madhya Pradesh  
SHUBHASHISH BANERJEE, Dy. Secretary.