

Bhopal, the 29th June 2013

No. F-3-51-2013-XXXII.—In exercise of the powers conferred by Section 85 read with Section 58 of the Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (No. 23 of 1973). The State Government hereby makes the following Rules, the same having been previously published in the Madhya Pradesh Gazette (Extra-ordinary) dated 27th May 2013 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 Pradhikaran Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2013.
- (2) These rules shall come into force on 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" 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) "Board" means the Board of the respective TDA or SADA;
 - (e) "Chairman" means the Chairman of the Authority;
 - (f) "Chief Executive Officer" means the Chief Executive Officer (CEO) of the Authority;
 - (g) "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.
 - (h) "property" means any land, plot, a building or its part thereof;
 - (i) "Bid" means the financial offer for the property under disposal;
- (2) The words 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 authorised to vary or modify the basic provisions of these rules except for the modification in the forms permitted under rule 36 as provided for in rule 6(4) and rule 7 (2) (iii) 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

Part-1 Disposal of properties

5.(1) The Authority Property shall be disposed by :-

- (a) inviting bids in sealed cover; 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:-

- (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 27 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;
- (vi) In case the bids so received are less than the reserved price, fresh bids may be invited for the second and if necessary third time;
- (vii) If after the third time the bid continues to be less than the reserve price the CEO shall prepare a report in Form-D and submit it to the Chairman. The Chairman 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 six months has elapsed between the first invitation of bids and the invitation at reduced reserve price;

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:-

Area of the land/plot in Sq. Mt. X applicable guideline prices of developed plots prevailing on the date of notice inviting offers in Sq. Mt. of the nearest residential area whose FAR should not be less than 1.

Where the property is being disposed for commercial purpose the reserve price calculated as above shall be multiplied by a factor of 1.5 and where the purpose is mixed the reserve price calculated as above shall be multiplied by a factor of 1.20 :

Provided that the State Government on a proposal of the Authority in a special case or in category of cases modify the manner of calculating the reserve price as it may deem appropriate.

Note: Mixed purpose shall mean such purpose as would be a combination of any two or more of the following (1) residential (2) commercial (3) any other;
 - (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 proportionate plot/land in case of apartment;
- (ix) The property allotted 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 in bhumi swami right.

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 organisations registered under applicable law for:
- establishing institute for physically and/or mentally challenged,
 - orphanages,
 - hostels for women,
 - old age homes,
 - developing sports facility
- 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:-
- 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;
 - The concessional reserve price in such cases shall be calculated as under:-
 - In case of land/plot
Area of land/ plot in Sq. Mt X applicable guideline prices of developed plots prevailing on the date of notice inviting offers in Sq. Mt of the nearest residential area whose FAR should at least be 1×0.60 OR the actual cost of acquisition and development of the land/ plot in question whichever is more:
Provided that the State Government on a proposal of the Board in a special case or category of cases modify the manner of calculating the reserve price as it may deem appropriate.
 - 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;
 - 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;
 - Such organisations 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 scrutinised 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 27 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;
- (vi) In case the bid received is less than the reserve price 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 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;

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 freehold;
- (ix) 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;
- (x) 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) hereinabove, 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;
- (viii) The property so allotted under this rule shall be transferred in bhumiswami rights or on lease. The lease shall be eligible for conversion into freehold if the property was held by the Authority in bhumiswami right.

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 authorised by him on his behalf. The period of the deed shall be 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 shall on the application from the tenant be extended by two terms each of three years.
- (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 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;
- (3) Where the annual rent of the property is upto Rs 5 lakhs, above Rs 5 lakhs and upto 10 lakhs and above Rs 10 lakhs, the CEO, Chairman and the Board respectively shall be competent to approve the bid.

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 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 premium payable in respect of any Authority property may be recovered by the Authority in installments spread over a period not exceeding five years and interest not less than seven percent per annum shall be charged thereon. However execution of lease shall be effected only after the full premium has been received.
- (2) The Authority may grant the relax of two years in the time limit of five years mentioned in sub rule (1) hereinabove. The Authority shall charge an interest at the rate not less than twelve percent on the balance amount for such extended period.
- (3) The Board may increase, for the reasons to be stated, the rate of interest mentioned in sub rule 1 and 2 above.

12. Penalty and cancellation of allotment for non-payment

- (1) Where the payment is made by the allottee in installments, the allotment shall be liable to revocation if said installments are not paid according to the prescribed schedule.
- (2) The Authority shall levy penal interest for default in payment of any installment at the rate not exceeding 5% per annum in addition to the interest rate specified in rule 11(1) hereinabove. If the default in payment of any installment continues for a period of more than 6 months, the Authority may revoke the allotment.
- (3) However, Authority may impose penalty not exceeding Rs.10,000 on each infringement of the schedule of the payment in lieu of revocation.
- (4) However, if all the installments are not paid within the maximum period of 7 years the allotment shall be cancelled. On such cancellation of allotment for non-payment, Authority shall forfeit an amount equal to 25% of the premium and the remaining principal amount shall be refunded to the allottee. The allottee shall not be entitled to claim any interest on such refund.

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 accordance with the rule 11 hereinabove.

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. Renewal of lease and lease rent

- (1) Where the period of lease is fixed at thirty years there shall be right of two renewals each for a period of thirty years and the lease rent on

each renewal shall not exceed fifty percent of the rent applicable in the period immediately preceding the renewal.

- (2) The lease rent shall be determined by the Authority and the same shall be mentioned clearly in the bid document/ application form.

16. Annual lease rental

- (1) Where the annual lease rent has to be deposited in the Government account, 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.
- (2) However, in case the Authority disposes property held by it in bhumiswami rights on lease, the annual lease rent shall be equal to 0.1% of the premium charged. The increase in annual lease rental shall be governed as per the provisions of rule 15 (1) on renewal.

17. 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.

18. Transfer of lease

- (1) The lease holder 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.
- (2) No transfer fee shall be payable where transfer is sought in the course of natural devolution of heirship.

19. Mortgage

The lessee may, subject to the conditions of the lease, and after obtaining permission of the authority, mortgage the property for the purpose of raising any loan.

20. Recovery of annual lease rent as arrears of land revenue

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.

21. Cancellation of lease and right of re-entry

- (1) The Authority may cancel the lease of the property in case lessee violates any condition of the lease deed.
- (2) The Authority shall have the right of re-entry in the property on cancellation of lease.

**Part V
Building Regulations**

22. Penalty for extension of permissible construction period

- (1) Subject to the provisions of rule 7(2)(ix), the Authority may by regulations determine the period within which the transferee shall start construction on the plot/ land transferred to him.

- (2) Such period may be extended from time to time on his request and penalty not exceeding Rs 10,000 may be imposed at the time of grant of such extension provided. However, if the lessee does not construct at least 10% of the permissible built up area within 6 years of the execution of the lease deed the Authority may impose a penalty of Rs. 1000/day till such construction is completed

Part VI Possession of property

23. Handing over possession of property

The possession of property shall be handed over on as is where is basis. 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.

24. Variance in area of property

If the area of the property disposed is found to be less than that mentioned in the relevant 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.

25. Payment of taxes and charges

The lessee or the transferee shall be liable to pay all charges related to property like 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

26. Collector 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 Collector guideline rates have not been issued, then the Collector guideline rate of the nearest area for which such rates have been notified by the Collector shall be taken into consideration.

In case of any doubt in this regard, the decision of the CEO regarding which rate shall be applicable shall be final.

27. Competent Authority's power for approval of the bid document and accepting the bids

The Competent Authority's power to approve the bid document and accept the bids under rule 6 and 7 shall 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 10 lakhs	Upto Rs 20 lakh	Upto Rs 40 lakhs	CEO
2.	Above Rs 10 lakh and upto Rs 20 lakh	Above Rs 20 lakh & upto Rs 40 lakh	Above Rs 40 lakh & upto Rs 100 lakh	Chairman

3.	Above Rs20 lakh	Above Rs 40 lakh	Above Rs 100 lakh	Board
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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.

28. Reservation of properties

- (1) The State Government may by order direct the Authority to make provision of reserving the properties for various categories of the persons and only such persons shall be eligible to either bid or apply for these properties when they are disposed under these rules. The number of properties and the category for whom they are reserved shall be clearly indicated in the public notice issued for their disposal.
- (2) Any reserved property, being disposed under rule 6 and 7, shall be deemed to have been dereserved if no bid exceeding the reserve price is received from a eligible person after the prescribed three attempts with full reserve price and one attempt with reduced reserve price has been made in accordance with rule 6 and 7.
- (3) Any reserved property being disposed under rule 8 shall be deemed to have been dereserved, if even after three attempts no application of eligible person is received.

29. 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 category under these rules.

30. 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 under the respective rule. The Authority may however for reasons to be stated in writing permit an organization who has already been allotted a property under rule 7 to apply for another property under rule 7 or 8 as the case may be.

31. 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.

32. 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.

33. Maintenance of property

Such properties which have been disposed but whose 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.

34. Transfer of allotment by original allottee

The Authority may, transfer the allotment made to the original allottee, under these rules, to such other person as such original 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.

35. 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 Land Acquisition Act 1894.

(2) The Authority may offer the owner, whose property is being acquired, any Authority property in lieu of cash compensation. Where the owner accepts such proposal the Collector shall be accordingly informed and he may thereafter pass the award of the property accordingly. The market price of both the properties involved shall be determined by the Collector in the award of compensation in a manner deemed appropriate.

36. 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.

37. 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 authorised 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 authorisation necessary.

38. Repeal and saving

(1) The Madhya Pradesh Nagar Tatha Gram Nivesh Vikasit Bhoomiyo, Griho, Bhavno Tatha Anya Sanrachanao ka Vyayan Niyam, 1975 is hereby repealed.

(2) Where disposal of any property has been initiated by any Authority prior to the date of final publication of these rules, and public notices for disposal of such property have been published in any news paper, such disposal shall be governed by The Madhya Pradesh Nagar Tatha Gram Nivesh Vikasit Bhoomiyo, Griho, Bhavno Tatha Anya Sanrachanao ka Vyayan Niyam, 1975.

However, if by any reason the Authority fails to dispose of the said property under the process initiated by issuing said public notice in newspapers mentioned here in above, the subsequent process of disposal of the property shall be undertaken under these rules ie

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- (3) All directions issued by the State Government in respect of disposal of property by the Development Authority, shall not be applicable where the property is disposed of 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, 2013"

Sr. No.	Description of Plots/ Unit	Use of Plots/ Units	Area in Sq. Mts	Category of Reservation, if reserved	Reserve Price of Plot/ Unit	Disposal on Lease or Bhumi Swami rights	Annual lease rent (in case of Lease)	Security deposit
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								

Note- Competent authority will determine the security deposit required to be deposited with the bid.

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.	Description of Plots/ Unit	Use of Plots/ Units	Area in Sq. Mts	Category of Reservation, if reserved	Reserve 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 uptoPM(date). The bid form can also be download from the official Website of the Authority www., 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 any 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

Envelope 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 atAuthority.
2. The Bid shall be opened at.....PM on date..... at the office of the(Designation and Room Number) located atAuthority. 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.

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) 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 by any 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 theAuthority 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.

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 balance. % of the total premium amount shall be payable by the Allottee/ transferee in.....equal monthly/ quarterly installments spread over a period ofyears (not exceeding five years) with an interest of 7% per annum.
7. A penal interest at the rate of% (not exceeding 5%) shall be payable for the period of delay in payment of any installment, which shall be in addition to the interest rate of 7% as specified in point 6 above. If the default in payment of any installment continues for a period of more than 6 months, the Authority reserves the right to revoke the allotment. However, Authority may impose penalty of Rs.....(not exceeding Rs.10,000) on each infringement of the schedule of the payment in lieu of revocation in addition to the interest and penal interest payment.
8. In case there are any outstanding payments beyond a period of five years, the interest on balance amount at the end of five years from the date of allotment shall be payable at the rate of 12% per annum.
9. However, if all the installments are not paid within the maximum period of 7 years from the date of allotment including interest and penal interest for delayed payments and penalty levied in lieu of revocation, the allotment shall be cancelled. On such cancellation of allotment due to non-payment, the Authority shall reserve the right to forfeit an amount equal to 25% of the premium paid (excluding interest) and the remaining principal amount shall be refunded. No interest shall be payable on the amount refunded by the Authority.
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 collector 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 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 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 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.

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. It would be mandatory to start the construction of the building as per the sanctioned plans within a period ofyears from the date of handing over of the possession of the plot by the Authority. The Authority may grant extension in such period on the request from the Lessee with a penalty of Rs..... (not exceeding Rs. 10,000) for every year of extension upto the completion of six years from the date of handing over of the possession. Further on completion of six years from the date of handing over of the possession, if the lessee has not constructed atleast 10% of the permissible built-up area, penalty of Rs. 1000 per day shall be payable till such construction is completed.

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 collector 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, 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 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.-----
Bid Form No.-----

Date-----
Cost Rs. -----

Non-Transferable

To;

-----Development Authority
----- (M.P.)

Name of Bidder -----

Affix a
passport size
Photo of
bidder (s)

Sir,

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:

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).....

We have procured this bid form from the office of the Authority vide Receipt Numberdated.....issued by theAuthority (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.

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.

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.

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.

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.

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.

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.

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

Property No. (in figures)	Property No. (in words)	Bid Rate per Sqm (in figures)	Bid Rate per Sqm (in words)

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.

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.

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.

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.

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:
Place:

Signature of the Bidder/Authorised Signatory
Name of the Bidder/ Authorised Signatory
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, 2013" 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.	Description of Plots/ Units	Use of Plot/ Unit	Category of Reservation	Reserve 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(viii) 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 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 Pradhikarano Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2013"

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

Chief Executive Officer
..... Development Authority.

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	Annual Lease Rent
(1)	(2)	(3)	(4)	(5)	(6)
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 uptoPM(date). The bid form can also be download from the official Website of the Authority www., 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 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) be of non-profit making character;
 - (iii) be in active operation for atleast three financial years preceding the year in which such land is being advertised
 - (iv) according to the aims and objects of that public institution-
 - (a) directly sub serves the interests of the population of the State of Madhya Pradesh;
 - (b) generally conducive to the planned development of the city where the land is reserved for the specific purpose;
 - (c) is apparent from the nature of work to be carried out by that public institution, that the same cannot, with equal efficiency, be carried out elsewhere than in that city.
 - (v) 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 at any time by any Development Authority in the State shall not be eligible for

bidding, unless on request of the Institution, the Authority permits such institution in writing.

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 representation 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).

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 atAuthority.
2. The Bid shall be opened at.....PM on date..... at the office of the(Designation and Room Number) located atAuthority. 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.

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) 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 foryears.
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 theAuthority 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)

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 balance.% of the total premium amount shall be payable by the Allottee/ transferee in.....equal monthly/ quarterly installments spread over a period ofyears (not exceeding five years) with an interest of 7% per annum.
7. A penal interest at the rate of% (not exceeding 5%) shall be payable for the period of delay in payment of any installment, which shall be in addition to the interest rate of 7% as specified in point 6 above. If the default in payment of any installment continues for a period of more than 6 months, the Authority reserves the right to revoke the allotment. However, Authority may impose penalty of Rs.....(not exceeding Rs.10,000) on each infringement of the schedule of the payment in lieu of revocation in addition to the interest and penal interest payment.
8. In case there are any outstanding payments beyond a period of five years, the interest on balance amount at the end of five years from the date of allotment shall be payable at the rate of 12% per annum.
9. However, if all the installments are not paid within the maximum period of 7 years from the date of allotment including interest and penal interest for delayed payments and penalty levied in lieu of revocation, the allotment shall be cancelled. On such cancellation of allotment due to non-payment, the Authority shall reserve the right to forfeit an amount equal to 25% of the premium paid (excluding interest) and the remaining principal amount shall

be refunded. No interest shall be payable on the amount refunded by the Authority.

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 Collector 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 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 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 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. 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, 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.

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 Authorised 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,

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:

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).....

We have procured this bid form from the office of the Authority vide Receipt Numberdated.....issued by theAuthority (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.

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.

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.

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.

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.

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.

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.

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.

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

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

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.

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.

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.

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:
Place:

Signature of the Bidder/Authorised Signatory
Name of the Bidder/ Authorised 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, 2013".

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

Sr. No.	Description of Plots/ Units	Use of Plots/ Units	Category / Purpose of Reservation	Reserve 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 (1) (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 Pradhikarano Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2013"

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

Chief Executive Officer
..... Development Authority.

FORM- J
{See rule 8 (1) (vi)}

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 Square Mtrs.	in Category of Reservation and Number of Plots/ Unit reserved	Fixed price	Registration Charges	Annual Lease Rent
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						

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..... 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.

_____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
 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 | ..... |
| | | |
| | | |

- 07 Duration of service
- 08 If in private business then its detail Tel. No..... Res.....offmob 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)

OfficeDevelopment 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. Only one application (Husband/Wife/& minor children from one family shall be acceptable. It means that between husband and wife only one would only be able to apply. Any violation of this term and conditions would result in cancellation of all applications.
5. Applicant for the Property will have to submit affidavit that he/they have not obtained any plot/Unit prior to it on fixed rate under any scheme of the Authority.
6. 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.
7. 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.
8. The Authority reserves the right to accept or reject the application.

II. 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 balance. % of the total premium amount shall be payable by the Allottee/ transferee in.....equal monthly/ quarterly installments spread over a period ofyears (not exceeding five years) with an interest of 7% per annum.
7. A penal interest at the rate of% (not exceeding 5%) shall be payable for the period of delay in payment of any installment, which shall be in addition to the interest rate of 7% as specified in point 6 above. If the default in payment of any installment continues for a period of more than 6 months, the Authority reserves the right to revoke the allotment. However, Authority may impose penalty of Rs.....(not exceeding Rs.10,000) on each infringement of the schedule of the payment in lieu of revocation in addition to the interest and penal interest payment.
8. In case there are any outstanding payments beyond a period of five years, the interest on balance amount at the end of five years from the date of allotment shall be payable at the rate of 12% per annum.
9. However, if all the installments are not paid within the maximum period of 7 years from the date of allotment including interest and penal interest for delayed payments and penalty levied in lieu of revocation, the allotment shall be cancelled. On such cancellation of allotment due to non-payment, the Authority shall reserve the right to forfeit an amount equal to 25% of the premium paid (excluding interest) and the remaining principal amount shall be refunded. No interest shall be payable on the amount refunded by the Authority.
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 Collector 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 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 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 Collector 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 to start the construction of the building as per the sanctioned plans within a period ofyears from the date of handing over of the possession of the plot by the Authority. The Authority may grant extension in such period on the request from the Lessee with a penalty of Rs..... (not exceeding Rs. 10,000) for every year of extension upto the completion of six years from the date of handing over of the possession. Further on completion of six years from the date of handing over of the possession, if the lessee has not constructed atleast 10% of the permissible built-up area, penalty of Rs. 1000 per day shall be payable till such construction is completed.

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 Collector 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

Signature of Applicant

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 ofplot/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.
- 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 thisday of By and between

- 1) TheDevelopment 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 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 Adhiniyam 1973 (No. 23 of 1973), is a Town and Country/ Special Area Development Authority incorporated as Corporate Body under section 39/66 of the Adhiniyam. The Authority as per the provisions under section 38(2)/68 of the Adhiniyam 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 theAuthority 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 23 of "Madhya Pradesh Vikas Pradhikarano Ki Sampatiyon Ka Prabandhan Tatha Vyayan Niyam, 2013" 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 Allottee 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 requestedDevelopment 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 up to a maximum 50% of lease rent of the preceding amount of annual lease rent on each such renewal. While renewing the lease, maximum of previous lease rent 50% of lease rent could be increased on each time by the authority.
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 Collector 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.

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 to start the construction of the building as per the sanctioned plans within a period ofyears from the date of handing over of the possession of the plot by the Authority. The Authority may grant extension in such period on the request from the Lessee with a penalty of Rs..... (not exceeding Rs. 10,000) for every year of extension upto the completion of six years from the date of handing over of the possession. Further on completion of six years from the date of handing over of the possession, if the lessee has not constructed atleast 10% of the permissible built-up area, penalty of Rs. 1000 per day shall be payable till such construction is completed

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 by-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 Vice-Chairman 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.

By order and in the name of the Governor of Madhya Pradesh,
VARSHA NAOLEKAR, Dy. Secy.