

## NOTIFICATION

The following draft in the Chhattisgarh Vishesh Khsetra (Achal Sampatti Ka Vyayan) Niyam, 2008, which the State Government proposed to make in exercise of the powers conferred by Section 68 read with Section 85 of the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (No.23 of 1973), is published as required by sub-section (1) of Section 85 of the said Adhiniyam for the information of all persons likely to be effected thereby and notice is hereby given that the said draft shall be taken into consideration on the expiry of thirty days from the date of publication of this notice in the Chhattisgarh Gazette.

Any objection or suggestions regarding the said draft received from any person before the specified period in office hours by the office of Secretary, Housing and Environment Department of Government of Chhattisgarh, Dau Kalyan Singh Bhawan, Mantralaya, Raipur will be considered by the Government of Chhattisgarh.

### व/क पुक

NR-hl x<+ fo'kk {k- vpy l'ftr dk Q;u fu;e/ 2008 ea fuEufy/[kr i k i ft l s jkt; l jdlj/ NR-hl x<+uxj rftk xte fuos'k vf/Ku; e/ 1973 %d 23 lu~1973½ dh /Mjk&68 l gifBr /Mjk 85 } jk i zr' 'kDr; k dls iz lx ea yrs gg/ cukuk izrkfor djrh g\$ mDr vf/Ku; e dh /Mjk 85 dh mi /Mjk ¼½ } jk vi s {kr fd, x, vuq kj] , d s l eLr Q fDr; k dh t kudkj dh fy, l ft uds fd bl l s i Hkor gkus dh l Hkor g\$ , rn } jk izk' kr djrh g\$ v\$ , rn } jk l for djrh g\$ fd mDr i k i ij bl l puk ds NR-hl x<+ jkt i = ea izk' ku dh rjh/k l s 30 fnol ds vol ku ds i 'plr~foplj fd; k t k xkA

dkoZvki ftr ; k l q-ko t k mDr i k i ds l rak ea fdl h Q fDr l s fofufnZV dkylof/k ds i vZl fpol vkold v\$ i; k j. k foHkx/ NR-hl x<+ 'k u/ nkmY; k k fl g Hou/ ea-ky; l jk ij ds dk k\$; ea dk k\$; lu l e; ea i tr g\$ NR-hl x<+ 'k u } jk foplj fd; k t k xkA

## **DRAFT RULE**

### **Chapter -I : Priliminary**

**1. Short title, application and commencement of the rules -**

~~4~~ 1/2 These rules may be called Chhattisgarh Vishesh Khsetra (Achal Sampatti ka Vyayan) Niyam, 2008.

~~10~~ 1/2 They may be applicable within the limits notified for the Special Area under section 64 of the Act.

~~16~~ 1/2 They shall apply for the transfer of all lands and immovable properties which are acquired or purchased by the Authority or transferred from the State Government to the Authority.

(d) It shall come into force with effect from the date of its publication in the Official Gazette.

**2. Definitions.**

**In these rules, unless the context otherwise requires :-**

~~4~~ 1/2 “Act” means the Chhattisgarh Nagar Tatha Gram Nivesh Adhinyam, 1973 (No. 23 of 1973);

~~10~~ 1/2 “Authority” means the Special Area Development Authority constituted under section 65 of the said Act;

~~16~~ 1/2 “Basic premium of externally developed land or plot” means the cost of land acquisition, cost of rehabilitation, maintenance and administrative cost, including cost of external development;

~~22~~ 1/2 “Chairman” means the Chairman of the Authority;

~~28~~ 1/2 “Chief Executive Officer” means the Chief Executive Officer of the Authority;

~~34~~ 1/2 “Person” means individual and includes company, firm or any other juristic person by what so ever name it may be known;

~~40~~ 1/2 "Plot" means the part of open land, which has separate identity and bears an

independed number in the layout plan made by the Authority;

~~14/2~~ "Undeveloped Land" means land where no development has been made;

~~14/2~~ "Underdeveloped land" means the open land on which city level trunk infrastructure is developed or is intended to be developed but internal infrastructure is not developed;

~~14/2~~ "Upset premium of open land or plot" means the minimum premium fixed for the open land or plot as the case may be, put to tender or auction;

~~14/2~~ "Reserve premium of land or plot" means the premium fixed for saleable land earmarked for various land uses by assigning different weightage as decided by the Authority to the basic premium of externally developed open land.

~~14/2~~ "Immovable property" means property of the Authority which includes undeveloped, underdeveloped, developed open land, plots, flats, shops, office, rooms and other buildings.

~~14/2~~ "State Government" means the State Government of Chhattisgarh.

~~14/2~~ "Lease", "Lessor" and "Lessee" and "Licence", "Licensor", "Licensee" and "freehold" shall have the same meaning as assigned to them by Transfer of Property Act 1882 (Act No.IV of 1882)

(o) "Transfer of Property" means the Transfer of Property defined under section 5 of the Transfer of Property Act, 1882 (No.IV of 1882).

## **DRAFT RULE**

### **Chapter -I : Priliminary**

**1. Short title, application and commencement of the rules -**

~~4~~ 1/2 These rules may be called Chhattisgarh Vishesh Khsetra (Achal Sampatti ka Vyayan) Niyam, 2008.

~~10~~ 1/2 They may be applicable within the limits notified for the Special Area under section 64 of the Act.

~~16~~ 1/2 They shall apply for the transfer of all lands and immovable properties which are acquired or purchased by the Authority or transferred from the State Government to the Authority.

(d) It shall come into force with effect from the date of its publication in the Official Gazette.

**2. Definitions.**

**In these rules, unless the context otherwise requires ;-**

~~4~~ 1/2 “Act” means the Chhattisgarh Nagar Tatha Gram Nivesh Adhinyam, 1973 (No. 23 of 1973);

~~10~~ 1/2 “Authority” means the Special Area Development Authority constituted under section 65 of the said Act;

~~16~~ 1/2 “Basic premium of externally developed land or plot” means the cost of land acquisition, cost of rehabilitation, maintenance and administrative cost, including cost of external development;

~~22~~ 1/2 “Chairman” means the Chairman of the Authority;

~~28~~ 1/2 “Chief Executive Officer” means the Chief Executive Officer of the Authority;

~~34~~ 1/2 “Person” means individual and includes company, firm or any other juristic person by what so ever name it may be known;

~~40~~ 1/2 "Plot" means the part of open land, which has separate identity and bears an

independed number in the layout plan made by the Authority;

~~11/2~~ "Undeveloped Land" means land where no development has been made;

~~11/2~~ "Underdeveloped land" means the open land on which city level trunk infrastructure is developed or is intended to be developed but internal infrastructure is not developed;

~~11/2~~ "Upset premium of open land or plot" means the minimum premium fixed for the open land or plot as the case may be, put to tender or auction;

~~11/2~~ "Reserve premium of land or plot" means the premium fixed for saleable land earmarked for various land uses by assigning different weightage as decided by the Authority to the basic premium of externally developed open land.

~~11/2~~ "Immovable property" means property of the Authority which includes undeveloped, underdeveloped, developed open land, plots, flats, shops, office, rooms and other buildings.

~~11/2~~ "State Government" means the State Government of Chhattisgarh.

~~11/2~~ "Lease", "Lessor" and "Lessee" and "Licence", "Licensor", "Licensee" and "freehold" shall have the same meaning as assigned to them by Transfer of Property Act 1882 (Act No.IV of 1882)

(o) "Transfer of Property" means the Transfer of Property defined under section 5 of the Transfer of Property Act, 1882 (No.IV of 1882).

fu; e ik i

v/; k , d & i kj d Hcl

1-1 d r uke/

fu; e dk ykxwgluk

rFlk i kj k %

1/4 1/2 ; s fu; e NRhl x<+ fo'lsk {k= 1/4 py  
l Ei rRr dk Q ; u 1/2 fu; e/ 2008 dgyk xA

1/4 1/2 ; s vf/ku; e dh /kjk 64 ds varxZ fo'lsk  
{k= grq vf/kl fpr l lekvla ds Htrj ykxw  
glaxA

1/4 1/2 ; s i h/klj h dh l eLr Hfe; k rFlk vpy  
l Ei rRr; k t k s i h/klj h } j k vft Z dh xbZ  
glk ; k Q ; dh xbZ glk vFlk jkt; 'kl u  
l s i h/klj h d k gLrkrfjr glk ds varj. k  
grq ykxwglaxA

1/2 1/2 ; s jkt i= ea buds izdk lu dh rjgh/k l s  
i n r glk xA

2- i f j Hk'kk, Wk

bu fu; ek eat c rd fd l anHZ l svU; Flk  
vi s'kr u glk &

1/4 1/2 vf/ku; e\* l s vfhia r g\$ NRhl x<+ uxj  
rFlk xte fuosk vf/ku; e/ 1973 Q- 23  
l u-1973 1/4

1/4 1/2 i h/klj h l s vfhia r g\$ mDr vf/ku; e  
dh /kjk 65 ds varxZ xBr fo'lsk {k=  
fodkl i h/klj h

1/4 1/2 ^clg; fodfl r Hfe ; k Hk'kk/kM dk  
vk'kj vf/kykHk ^vcl d fife; e 1/2\* l s  
vfhia r g\$ Hfe ds vt Z Q ; l i qokl  
Q ; l l k j . k , oa izkl fud Q ; rFlk  
clg; fodkl dk l ftefyr Q ; (

1/2 1/2 v/; {k\* l s vfhia r g\$ i h/klj . k dk v/; {k

1/4 1/2 ed; dk Zhyu vf/klj h l s vfhia r g\$  
i h/klj . k dk ed; dk Zhyu vf/klj h



*1 á flr varj. k vf/ku; e/ 1882 1/4 f/ku; e  
 plj/ 1882 1/2 eafn, x, gð  
 1/4 k/2 1/4 flr varj. k\*1 s vflk r gð 1 flr varj. k vf/ku; e/ 1882 1/4  
 4 1 u-1882 1/2 dh/kjk 5 ds v/ku ifjHk'kr 1 flr varj. k*

Chapter - II - Procedure for transfer of Property

3. Lands and other immovable properties of the Authority may be transferred by one or more of the following procedures -

- ~~1/4~~ 1/2 By public auction; or
- ~~1/4~~ 1/2 By inviting tenders; or
- ~~1/4~~ 1/2 By direct negotiations with the party; or
- ~~1/4~~ 1/2 By inviting applications on conditions and premium as determined; or
- ~~1/4~~ 1/2 For Religious, Social, Educational, Health, Cultural and Community use like grave yards, burial grounds, on premium and terms as determined.

*v/; k nks & 1 flr varj. k dh ifo; k*

3. *if/kdljh ds Hve; k rFlk vlt vpy 1 flr; k dk varj. k  
 fuEufyf/kr ifo; k eal s, d ; k vf/kd ds }kjk varj r fd; k t k l dsk  
 &*

*1/4 1/2 1 kož fud uhykeh }kjh ; k*

*1/4 k/2 fufonk vlet-r dj/ ; k*

*1/4 k/2 i {kdlj ds l kfk l h/h ckrplr ds }kjh ; k*

*1/4 k/2 fu/kj r fd, x, 'krkrFlk i hfe; e ij/ vlonu vlet-r dj/  
 ; k*

*1/4 p/2 /HveZ/ l kelt dj 'kfk. kd/ LokE; / l adfrd , oal kempk; d  
 mi; kx t s s 'e'ku/ drcZFlku vln ds iz kt u grq; Flk fu/kj r i hfe; e  
 rFlk 'krkr ij*



4. The property of the Authority shall ordinarily be transferred only on lease hold right or on license, on payment of premium and ground rent or premium and/or license fees, as the case may be.

Provided that notwithstanding anything contained under the provisions of these rules where the property is to be transferred to the Government of India or the State Government or where, the Authority land is to be exchanged or intended to be exchanged with adjoining private or Government land for the purpose of a regular layout of plots or for adjustment of the boundaries of private property, the acquisition of which is proposed to be abandoned, or in the case of free Rold land purchased by the Authority from private land owners, or wherever the state government through any specific order permits, transfer of the Authority land may be made on free hold right on the terms and conditions as may be decided by the Authority.

4- *ih/kdljh dh l Eiflr doy iVvk/kjd ds vf/kdlj ij vFlok vuKflr ij ; FkkLFkr] ihe; e rFlk HæHæVd vFlok fi;e; e rFlk@vFlok vuKflr 'kjd ds Hæxku ij varjir fd; k t k l ds kA*

*ijUqbu fu; eha ds micaha ds v/khu fdl h chr ds vUfoZV gkrs gg Hh t gkwl Eiflr Hæj l jdlj vFlok jkt; l jdlj dks varjir dh t kuh gl; ; k t gkwl Hæ/ l aha ds fu; fer vfflu; kl ; k fut h vpy l Eiflr dh l hekva ds l ek; kt u ds iz kt ula ds fy, ft l ds vt Z dk ifjR; kx fd; k x; k gls ; k 'kl dl; Hæe ds l kfk fofue; fd; k x; k gls ; k fd; k t kuk iZrkfor gl; ds ekeys ea l Eiflr dk varj. k ekydh gd ij , d s fucZhu rFlk 'krk ij t ks ih/kdljh } jk vo/Hæj dh t lo; fd; k t k l ds kA*

5. Subject to the provisions of these rules, the property or part there of is transferred on lease, it shall ordinarily for a period of Thirty years. When the period of lease is fixed Thirty years, the right of renewal of lease shall be for each term of Thirty years, for two such terms subject to an increase of maximum Hundred percent of the annual lease rent prevailing at that time for each renewal, as decided by the Authority.

Provided that if the lease is required to be given for more than thirty years, because of use specific to the property, the Authority may for the reason to be recorded in writing for fixing such period, may grant lease of the property for such period which shall not exceed Ninety Nine Years, subject to an innease in lease rent in every thirty years.

5- bu fu; e~~h~~ ds v/; /Mu jgrs gg/ l Ei fr~~r~~ ; k ml ds H~~h~~x dks rhl o"VZ dh dkylof/k ds fy, i VVs ij varfjr fd; k tk; s~~h~~A t c i VVs dh dkylof/k rhl o"VZ fu; r dj nh tk; s rks uohuldj. k dk vf/kcljij i~~r~~ s~~d~~ uohuldj. k ij fo/eku ok"VZl H~~h~~e H~~h~~Vd dk vf/kdre l k i fr'kr~ dh of) / t \$ k i~~r~~/kcljij } kjk fofuf'pr dh t lo~~f~~ dk H~~h~~rku ds v/; /Mu jgrs gg , s h nks dkylof/k k~~h~~ ds fy, g~~h~~sk t k i~~r~~ s~~d~~ rhl o"VZ dh g~~h~~s~~h~~A

ijUrql Ei fr~~r~~ ds iz kt u dh fof'kVrk ds dlj. k ; fn rhl o"VZ l s vf/kcl dh dkylof/k ds fy, i VVk fn; k t k uk vi s~~r~~kr g~~h~~ rks i~~r~~/kcljij , s h dkylof/k fu/H~~h~~. k ds fy, dlj. k vfH~~h~~yi[kr dj] , s h dkylof/k ds fy, l Ei fr~~r~~ dk i VVk fn; k t k l ds xk t k s 99 o"VZ l s vuf/kcl g~~h~~A

6. Subject to the provisions of these rules, for the property to be transferred on license, the premium and/or license fees period and conditions shall be decided by the Authority.

6 bu fu; e~~h~~ ds mi c~~h~~h ds v/; /Mu jgrs gg/ vu~~r~~klfr ij varfjr dh t kus okyh l Ei fr~~r~~ ds fy, i~~r~~ s~~e~~; e r~~h~~h~~@~~; k vu~~r~~klfr 'k~~y~~d vof/k r~~h~~h~~@~~ 'kr~~h~~ dk fu/H~~h~~. k i~~r~~/kcljij } kjk fd; k t k s~~h~~A

7. Not withstanding anything contained in these rules, for the security of the land acquired by the Authority or Government land, the land may be transferred by the Chief Executive Officer for agriculture purpose only on temporary lease or license for a period not exceeding three years, on lease rent or license fees, as the case may be, as decided by the Authority however, preference in such allotment shall be given to the person from whom the land has been acquired or bought by the authority and is also resident of the same village.

7- bu fu; e~~h~~ e~~s~~ varfoZV fdl h ckr ds g~~h~~rs gg H~~h~~ i~~r~~/kcljij } kjk vft Z H~~h~~e r~~h~~h~~@~~ 'k~~y~~ dl; H~~h~~e dh l g~~h~~sk ds fy, eq; dk; Zkyu vf/kcljij } kjk d~~o~~y d~~f~~'k dk; Z ds iz kt u l s H~~h~~e dks rhu o"VZ l s vuf/kcl l e; lof/k ds fy, vL~~h~~h~~h~~Z i VVs v~~h~~ok vu~~r~~klfr ij] ; ~~h~~h~~@~~ fL~~h~~fr t \$ k i~~r~~/kcljij } kjk fofu'p; fd; k tk; s H~~h~~e H~~h~~Vd i VVs ij v~~h~~ok vu~~r~~klfr 'k~~y~~d ij varfjr fd; k tk l ds xk r~~h~~h~~@~~ , s v~~h~~ca~~u~~ e~~s~~ i~~r~~/kcljij drk ml Q fDr dks nh t kosh ft l l s l a~~s~~/kr H~~h~~e vft Z dh xbZ g~~h~~s ; k t k ml h x~~h~~ dk fuokl h g~~h~~A

8. (1) The Authority shall, taking into consideration, the cost of land acquisition, cost of rehabilitation, maintenance and administrative cost, development cost, location and usage of the property, fix reserve

premium every year for different land uses which shall come in force from the first day of June of every year.

Provided that in case it is not fixed for any year, reserved premiums for the current year shall be determined by enhancing the premiums reserved for the previous year by Ten percent which shall come in force from the first day of June of that year.

(2) Notwithstanding any thing contained in these rules, the Authority may, for any specific area or category of immovable property, considering increase in the value of land or due to status of development, make special revision of the reserved premium at any time, which shall come in to effect from the date of order.

(3) Transfer of immovable property of the Authority, in general, shall not be done on less than the premium reserved for the property concerned or the category that of.

Provided that when the of land or plot is used for the purpose of Public Private Partnership agreement like Build-Own-Operate- Transfer agreement, Build-Own-Operate-Maintain agreement, Build and Transfer agreement, Build-Lease-Transfer agreement, Build- Operate-Transfer agreement, Lease and Management agreement, Management agreement, Rehabilitate-Operate-Transfer agreement, Rehabilitate-Own-Operate-Maintain agreement, Service Contract agreement, Supply-Operator-Transfer agreement or any other Public Private-Partnership agreement known by any name whatsoever, the transfer may be done considering the technical-economical feasibility of the project, on less than the reserved premium as decided by the Authority.

8- 1/2 i k/dkjh vpy l a ftr ds 0 ; u grq i R, sl o"lZ Hfe ds vt Z ykxrl i mokl 0 ; l alkj.k, oa iz kkl fud 0 ; l fodkl 0 ; l l a ftr dh fLFkr vlf iz kt u ij foplj djrs gg fofHtu Hfe mi ; kx ds fy, vlfj{kr fi te ; e dk fu/klj.k djs l t k s i R, sl o"lZ elg t w dh igyh rlj h/ k l s ykxv gl x l A

ij a q bl e keys e a fdl h o"lZ, l k fu/klj.k ugha fd ; k t los r k s fi Nys o"lZ ds fy, fu/klj.r fd ; s x ; s vlfj{kr fi te ; e ij nl i fr 'kr dh vffo f) ds l k k i p f y r o"lZ ds fy, vlfj{kr fi te ; e vo/klj.r gl x j t k s ml o"lZ ds elg t w dh igyh rlj h/ k l s ykxv gl x l A

1/2 bu fu ; e k e a v r f o Z V fdl h ckr ds gl r s gg Hf i k/dkjh fdl h fofufn Z V { k ; k vpy l a ftr ds fdl h o x Z ds fy, Hfe ds e w ; e a foplj. kr o f) gl x s ds dlj. k ; k fodkl dh fLFkr ds vu d lj vlfj{kr

*fi fe; e dk fo'k'k i qj h k k fdl h Hh l e; dj l dskh t ks vks'k dh frffk l si Hh'o'khy glxkA*

*1/2 i k'k/kljh dh vpy l a'fr dk varj. k l kkl; r% l a'kr l a'fr ; k ml ds oxZ ds fy, vjif'kr fi fe; e l s de ij ughafd; k t koskA*

*ijaqt c Hhe ; k Hh/k M dk mi; lx fut h l ghkxrk djlj t S s & fcYM&vks&vklj'V&Vh Qj , xte'V/ fcYM& vks&vklj'V&e'Vsi , xte'V/ fcYM , .M Vh Qj , xte'V/ fcYM&yht &Vh Qj&, xte'V/ fcYM&vklj'V&Vh Qj , xte'V/ yht , .M e'ist e'V , xte'V/ e'ist e'V , xte'V/ f'jg'fcy'V&vklj'V Vh Qj , xte'V f'jg'fcy'V&vks&vklj'V &e'Vsi , xte'V/ l foZ d'k'V'V , xte'V/ l y'k'Z&vklj'V&Vh Qj , xte'V ; k fdl h v'f fut h l ghkxrk djlj/ plgs og fdl h Hh uke l st kuk t lo' ds iz kt u ds fy, fd; k t kos rks ml fuf'fr vo/Hj'r 'krkZ ds varxZ' ij; st uk ds rdudh'e'vkl'k'Z'h l Hh'Q rk ds v'k'k'ij ij t S k i k'k/kljh fofuf'pr dj' vjif'kr fi fe; e l s de ij Hh, S k varj. k ij foplj fd; k t k l dskA*

9. Except as provided in the clause (c) of rule (3) and the clause (e) of the rule (3), every immovable property of the Authority shall be transferred by auction or by inviting tenders or applications, by issuing public notice.

Public notice for transfer means such advertisement which is published in two widely circulated news papers, out of which one should be of English and in electronic media. In the advertisement, brief description of the property, main conditions of transfer, reserved premium, cost of the form containing detailed conditions, amount of security to be deposited, place, date and time of auction or last date, place and time of submission of tender or application, as the case may be, shall be mentioned. Such public notice shall also be pasted in the notice board of the office of the Authority.

(3) For the auction or tender or application as the case may be, there shall be a minimum gap of Fifteen days in between the date of publication of the advertisement and the date of auction or last date of submission of tender or date from which the application shall be received, as the case may be.

*9- 1/2 i k'k/kljh dh i'k' d vpy l E'fr fl ok fu; e&3 ds [k M 1/2, oa fu; e&3 ds [k M 1/2 ds e'ey'k d'k N'k'edj] l koZ fud l puk t ljh dj uhyleh }ljik ; k fufonk, a v'k'f=r dj ; k v'k'su v'k'f=r dj varj'r dh t koskA*

*12½ varj. k graq l kož fud l puk l svffkix gš, d k fokkiu t ks de l s  
de nks cgqđ kjr l elokj i=ka ea ft l ea, d vax h dk gks rffk  
by DV Mud elfM; k ea fokkix dh t loska fokkiu ea laffr dk  
l dMr foaj. h varj. k dh eq; 'krđ vlij{kr fite; e/ foLr' 'krkđ ds  
iā= dk 'kđd/ fu{ki dh t kus okyh l g{kk jk" h ; FkkLEfr uhyteh dh  
frffk, oaLEkku ; k vlosu ; k fufonk tek djus dh vāre frffk LEkku  
rffk l e; dk foaj. k fn; k x; k gla, d h l kož fud l puk i h/ kcljh  
ds dk kž; ds l puk Qyd ea Fh plik dh t loska  
13½ uhyteh ; k fufonk ; k vlosu tek djus t d k eleyk glš fokkiu  
i zkk' kr gkus rffk uhyteh frffk ; k fufonk tek djus dh vāre frffk  
rffk vlosu ds ekeys ea vlosu ft l frffk l s iMr fd; s t losks  
; FkkLEfr dh frffk ds e/; de l s de iang inuka dk varj j/ k  
t loska*

10. (1) Where it is proposed to transfer Authority's property by auction, the proceeding of auction shall be conducted under the supervision of a person who is authorised by general or special order of the Chief Executive Officer.

Provided that the Authority, instead of holding the auction it self, may employ professional auctioneer for the auction.

(2) The transfer of property may be made to the registered co-operative societies by limited auction or tender among them.

(3) Auction shall be subject to the following conditions, in addition to any other conditions which the Authority may deem fit -

(i) Amount of Security deposit which the Authority may fix, but such amount shall not be less than Five percent of the reserved premium of the immovable property, will essentially be deposited in cash or by bank draft, by every person who intends to participate, within the date and time fixed, otherwise he will not be eligible to take part in the auction.

(ii) Bid of the auction shall commence from more than the reserved premium or upset premium fixed by the Authority for the purpose of auction only. The Chief Executive Officer, after recording reasons in writing, may cancel the auction at any stage. If he finds that no

fair bid is forthcoming, he may postpone the auction for any future date to be declared later.

- (iii) When any property is put to auction, the highest bid shall be taken as fit for consideration for acceptance. If in the opinion of the Chief Executive Officer the highest bid is not satisfactory or is less than the reserved premium, the Chief Executive Officer may reject the bid and order for fresh auction, which shall be held on any future date to be declared later. Provided that instead of fresh auction, the Chief Executive officer with the prior approval of the Authority, may call the highest bidder or all the bidders for negotiation, on the place the date and time fixed there for, after written intimation. Sealed proposals may be obtained after negotiation and shall be opened. in the presence of the participants who wish to remain present. Provided that the negotiation shall be called with an objective to derive common conditions and/or for enhancement of highest bid only.
  - (iv) The competent Authority shall not be bound to accept the highest bid .
  - (v) When the highest bid is accepted for consideration of acceptance by the Chief Executive Officer, the bidder shall forthwith deposit Thirty percent of the bid amount as advance deposit and the security deposit of other bidders shall be refunded. On acceptance of the highest bid by the Authority, the highest bidder shall deposit in the office of the Authority the balance amount in cash or by bank draft within Thirty days from the date of intimation of acceptance. If such amount is not deposited within the stipulated period, the amount of security advance deposited by the highest bidder shall be forfeited.
- (4) If the proposal for transfer of any property on the highest bid is not accepted, the advance amount and the security deposit shall be refunded but no interest will be payable on it.
- (5) On acceptance of the highest bid and on depositing the full amount subject to the condition of payment of annual ground rent on premium at the rate of Two percent along with other conditions, the property shall be transferred after the execution and registration of the lease deed.

10-1/2 t gW; g iZrkfor gks fd iW/kdljh dh l Eiffr dk varj. k uhykeh }jik fd; k tk | ogWuhykeh dh dk; Zlgh eq; dk; Zkyu vf/kdljh ds l kelt; vFlak fo 'k'k vns'k }jik iW/kdlr Q fDr ds i; Zsk k ds v/khu l pkyr dh t koxhA

i jaq iW/kdljh Lo; a uhykeh u djrs gq fdl h Q, ol ki; d uhykeh d r k Z dh fu; QDr] uhykeh g r q dj l ds kA

12 1/2 i t h d r l g d l j h l f e f r ; k a d k s m u d s e / ; l h e r u h y k e h v f l o k f u f o n k d s e k ; e l s l a f r r d k v a r j . k f d ; k t k o x h A

13 1/2 u h y k e h f d l g h H h v U ; ' k r k Z d s v f r f j D r t k s i W / k d l j h m f p r l e > j f u E u f y f / k r ' k r k Z d s v / ; / k h u g l x h &

1/4 d 1/2 i t r h r r d h , d h j k ' h t k s i W / k d l j h f u ; r d j j f d U r q , d h j k ' k v p y l a f r r d s v l j f / k r f i t e ; e d s i k p i t r ' k r l s d e u g h g l x h c h y h e a H h x y a s d h b P N k j [ k u s o k y s i Z , s l Q f D r } j i k u x n ; k c s l M M V d s e k ; e l s f u / k Z j r f r i f k v l j l e ; d s H r j t e k d j u k v f u o k ; Z g l x k v U ; F k m l s u h y k e h e a H h x y a s d h i k - r k u g h g l x h A

1/4 k 1/2 u h y k e h d h c h y h d o y v l j f / k r f i t e ; e ; k i j f / k r f i t e ; e t k s i W / k d l j h } j i k u h y k e h d s f y , f u ; r d h t k o j l s v f / k d f i t e ; e l s g h i j j a k g l x h e q ; d k ; Z k y u v f / k d l j h d l j . k a d k s y d k e ) d j r s g q | l E i f f r d h u h y k e h d k s f d l h H h L r j i j f u j L r d j l d s k A ; f n o g i k s f d d l o Z m f p r c h y h u g h y x j g h g s r k s c k n e a ? k k ' k r d h t k u s o k y h f d l h i ' p k r o r l Z r l j h k d k s m D r u h y k e h d j l d s k A

1/4 h u 1/2 c f d l h l E i f f r d h u h y k e h d h t k | r k s l c l s A p h c h y h L o h d f r g r q f o p l j ; k k ; c h y h d s : i e a l e > h t k ; s t A ; f n e q ; d k ; Z k y u v f / k d l j h d h j k ; e a l c l s m o h c h y h l a q V t u d u g h g s ; k v l j f / k r d l e r l s d e g s r k s e q ; d k ; Z k y u v f / k d l j h c h y h d k s u k e t j v d j l d s k v l j u ; s f l j s l s u h y k e h d s f y , v n s ' k n s l d s k t k s c k n e a ? k k ' k r d h t k u s o k y h i ' p k r o r l Z r l j h k d k s g l x h A i j a q e q ; d k ; Z k y u v f / k d l j h } j i k i W / k d l j h d h i v Z L o h d f r l j i q % u h y k e h d j u s d s c t k | m p p r e c h y h n k r k v f l o k l H h c h y h n k r k v l a l s c k p l r d h i t O ; k d s } j i k i q % i v Z f u f ' p r L F k u j f r i f k , o a l e ; ] f t l d h f y f / k r l p u k n h t k o x h i j l h y c a n i z r l o i t r f d ; s t k l d s s t k s c h y h n k r k m i f l E k r j g u k p l e a m u d h m i f l E k r e a [ k y s t k o x h A

*ijarq ckrplr dh i f0; k l kelt; 'krZ i Hr djus, oæ; k mPpre  
chyh c<kus dsmnas; l sgh viukbZt k l dsxA*

*1/4 1/2 l {ke iH/kcljh uhykeh ea i Hr mPpre chyh dks Lohdr  
djus grqck; ughaglxhA*

*1/4 1/2 c ed; dk; Zkyu vH/kcljh } jk l cl s Aph chyh dks Lohdr ds  
foplj ; k; ds : i ea Lohdr dj yh tk s rks chyh yxkus okyk  
rHky chyh /ku dk ril i fr'kr vfxe /ku ds : i ea tek djsk  
vH vU' chyh yxkus okyk } jk tek dh xbZ i fr'Hr dh jk'k  
okil dj nh tk sxA iH/kcljh } jk l cl s Aph chyh Lohdr dj  
yus ds i 'plr~ mPpre chyHkrk } jk uhykeh chyh dh vfr'k  
jk'k , dh Lohdr dh l puk l s ril fnu ds Hrj iH/kcljh ds  
dk k; ; ea uxn vFlak cHl M/V ds } jk tek dj nh t k sxA  
; fn fofufnZV dkyof/k ds Hrj mPpre chyHkrk } jk , dh jk'k  
tek ugha dh t k h gSrc tek dh xbZ i fr'Hr dh jk'k l eigr  
dj yh tk sxA*

*1/4 1/2 uhykeh ea l cl s Aph chyh ij fdl h l Eifr dks i VVs ij varj. k  
dk iZrto ; fn Lohdr ugha fd; k tk / rks vfxe jk'k rHk i fr'Hr  
dh jk'k yk'k nh tk s h fdlrqml ij dkbZC; kt ns ughaglxhA*

*1/5 1/2 uhykeh ea mPpre chyh dh Lohdr ds mijla chyh dh l eLr  
jk'k tek dj fn; s t kus ij l a / kr l Eifr dks i VVs ij vU' chrh ds  
l k k iH; e jk'k dh nks i fr'kr dh nj l s ol'kZl H H d dh jk'k  
tek fd; s t kus dh 'krZ ds v; /ku jgrs gq / i Vvk foyd k ds fu"i knu  
, oait h u ds mijla varjr dj nh tk sxA*

11.(1) Where the property is proposed to be transferred by inviting tender, the tender shall be invited by the Chief Executive Officer or the officer authorized by him by a general or special order.

(2) For the tenders, the conditions shall be decided by Authority on the basis of technical-economical feasibility of the project, by general or special sanction, in respect of every property.

(3) If so provided in the condition of tender, the Chief Executive Officer by recording reasons in writing on the basis of merits and demerits, may extend the period for payment of balance amount of premium of lease together with the interest as decided by the Authority by general or special order, but such extension in any case shall not be more than Twelve months.



(4) Where the payment of premium is accepted in installments as provided in the sub rule (3), the property shall be mortgaged with the Authority by the lessee.

(5) Tender, in addition to any other conditions which the Authority may deem fit, shall be subject to the conditions mentioned hereunder -

(i) Such Amount of security which shall not be less than Ten percent of the reserved premium, as may be, decided by the Authority, shall essentially be deposited by every person participating in the tender, in cash or by bank draft, within date and time fixed otherwise he will not be eligible to participate in the tender.

(ii) Tender shall be opened by the officer authorized by the Chief Executive Officer by general or special order and shall be opened in the presence of tenderers or their Authorized agents who wish to remain present.

(iii) Tenders which shall be essentially sealed, after opening of them and after retaining the amount of security of the two highest tenderers, the amount of security of other tenderers shall be refunded.

(iv) The competent Authority shall not be bound to accept the highest tender or any other tender.

(v) If any tender is not found suitable, all the tenders shall be rejected and fresh tenders shall be invited, provided that instead of inviting fresh tender, the Chief Executive officer with the prior approval of the Authority, may call the highest tenderer or all the tenderers for negotiation on the place, date and time fixed there for, after written intimation. Sealed proposals may be obtained after negotiation and shall be opened in the presence of the participants who wish to remain present.

Provided that the negotiation shall be called with an objective to derive common conditions and/or for enhancement of highest tender rate only.

(vi) After acceptance of the tender by the competent Authority, the successful tenderer shall deposit the balance amount of tender in the office of the Authority within Thirty days of written intimation. If such amount is not deposited within the stipulated time the amount of security shall be forfeited and the tender will be rejected.

Provided that if in the conditions of tender provision for payment in installment is made and agreement is executed in this regard, the premium amount shall be payable in accordance with such agreement.

~~vii~~ On acceptance of the tender and after deposit of full amount of the premium and after registration of the lease deed, the property shall be transferred.

Provided that if in the notice inviting tenders there is a condition for execution of lease deed and its registration on part payment of the premium, then subject to such conditions the lease deed may be executed and registered, and the property may be transferred.

(viii) If the tender for lease of any property is not accepted the amount of security shall be refunded but no interest on it shall be payable.

(ix) Annual ground rent of two percent of sanctioned premium shall be payable on the property transferred by tender and shall be deposited in advance by the lessee on the first date of April every year.

- 11-  $\frac{1}{4}\frac{1}{2}$  t gkV; g i Zrkfor gks fd l Eifr dk varj. k fufonk } jk fd; k tk/ eq; dk Zkyu vf/kdjh vFlk ml ds } jk l kkt; ; k fo'ksk vks'k } jk iZ/kdr vf/kdjh } jk fufonk vkt=r fd; k t losk A
- $\frac{1}{2}\frac{1}{2}$  fufonk ds fy, iZ, sl l Eifr ds l rak ea ifj; kt uk ds rdudhe vktZhe l Hk, rk ds vk/kj ij iZ/kdjh } jk l kkt; vFlk fo'ksk Lokdr l s 'krkZ dk fofu'p; fd; k tk l ds kA
- $\frac{1}{3}\frac{1}{2}$  fufonk dh 'krkZ ea; fn, s k iZ/ku fd; k t los rls eq; dk Zkyu vf/kdjh xgk&nk'ka ds vk/kj ij dkj. ka ds ysk) djrs gqj iVVs dh iZfe; e dh vo'ksk jk'k ds Hxrku ds fy, fu/kZr dh xbZ vof/k eq iZ/kdjh } jk l kkt; vFlk fo'ksk vks'k l s fofu'pr vuq kj C; kt nj l fgrj of) dj l ds k ijUrq, s h of) fdl h Hh l Efr ea dkjg ekg l s vf/kd ugha dh t k, sh A
- $\frac{1}{4}\frac{1}{2}$  t gkV iZfe; e dk Hxrku mi fu; e  $\frac{1}{3}\frac{1}{2}$  ea mi c/kr fd; s x; s vuq kj fd'rka ea Lokdr fd; k t krk g\$ ogkV

*i V/snj }jik l Eir dr dls i h/kcljh ds i kl calcl j/k fn; k t losxh*

*1/5 1/2 fufonk fdlgh Hh vU; 'krkZ ds vfrfjDr t ks i h/kcljh mSpr l e>§ fuufyf/kr 'krkZ ds v/; /hu glxh &*

*1/4 d 1/2 i fr/Hfr dh , d h jk' h t S k i h/kcljh }jik fofuf'pr fd; k t los vlij/kr fite; e ds nl i fr'kr l s de ugha glxh fufonk ea Hhx ysis okys i R, d Q fDr }jik uxh ; k cal M/V ds ek; e l s fu/Hfr frfk vlg l e; ds Hfrj tek djuk vfuok; Z glxk vU; Flk ml s fufonk ea Hhx ysis dh i k-rk ugha glxh*

*1/4 k 1/2 fufonk eq; dk Zkyu vf/kcljh ds l kcl; vFlak fo 'k'k vks'k }jik i h/kclr vf/kcljh ds }jik , d s fufonkkrkvlh vFlak muds }jik vf/kclr fd; s x; s vHclrkZ ka dh mi fLEfr ea t ks mi fLEfr glus ds bPNql glh [kys h t losxh*

*1/4 hu 1/2 fufonk h t ks vfuok; Z% l hycan glxh muds [kys t kus ds mijar fufonk dh mPre Oe ea igys nks fufonkclj ka dh i fr/Hfr dh /kujk'k jkel dj 'k'k fufonkclj ka dh i fr/Hfr dh /kujk'k oki l dj nh t losxh*

*1/4 kj 1/2 l {te i h/kcljh mPre fufonk vFlak fdl h vU; fufonk dls Lohdr djus ds fy; ck; ugha glxh*

*1/4 kp 1/2 ; fn dkbZ Hh fufonk mi; Or ugha i kbZ t los rls l Hh fufonk fujLr dj iq% fufonk a vkef=r dh t losxh ijaq eq; dk Zkyu vf/kcljh }jik i h/kcljh dh i vZ Lohdr l s iq% fufonk a vkef=r djus ds ct k; mPre fufonkkrk vFlak l Hh fufonkkrkvlh l s ckrplr dh i fO; k ds }jik iq% i vZ fuf'pr LFkuj frfk , oa l e; ft l dh fyf/kr l puk nh t losxh ij l hycan izrlo i fr fd; s tk l ds t ks fufonkclj mi fLEfr jguk pga mudh mi fLEfr ea [kys t losxh*

*ijaq ckrplr dh i fO; k l kcl; 'krZ i fr djus , oa; k mPre fufonk jk'k c<kus ds mnas; l s gh viukbZ t k l dsxh*

*1/4 N 1/2 l {te i h/kcljh }jik fufonk Lohdr dj ysis ds i 'plr~l Qy fufonkclj }jik Lohdr fufonk dh vfr'k'k jk' h , d h Lohdr dh l puk l s rhl fnu ds Hfrj i h/kcljh ds dk k; ; ea tek dj nh t k; xh ; fn fu/Hfr l e; ds Hfrj*

, dh jk'k tek ugha dh tkrh gš rc i frHör dh jk'k  
l eigr dj yh tk, sh rFlk fufonk fujLr dj nh t kosxA

ijlrg; fn fufonk dh 'krkZ ea fdLrka ea Hørku djus  
grqibo/Ku fd; k x; k gks rFlk bl l aak ea djkj fd; k x; k  
glš rks, dh fLFlr ea djkj dh 'krkZ ds vuq i izfe; e dh  
jk'k Hørku ; lš; glsx A

¼ kr½ fufonk dh Lohdr ds mijkr rFlk izfe; e dh l eLr jk'k  
tek dj fn; s tkus ds i'pkr~ rFlk l aak/lr l Eifr i Vvk  
vuqak ds i a h u ds mijkr varfjr dj nh tk, sxA

ijarq fufonk vleæ. k l puk ea; fn , dh 'krZj/lh xbZ  
gls fd izfe; e dh vka'kd jk'k tek dj nus ij i Vvk  
foysk dk fu"iknu dj ml dk i a h u fd; k tkos rks, dh  
fu/kZjr dh xbZ 'krkZ ds varxZ i Vvk foysk dk fu"iknu  
rFlk i a h u fd; k tk l dsx vls l aifr varfjr dh tk  
l dsxA

¼ AB½ fdl h l Eifr dks i VVs ij vkaVr djus grq fufonk ; fn  
Lohdr ugha dh tk, rks i frHör dh jk'k ykV'k nh tk, sh  
fdlrgml ij dkoZC; kt ns ugha glsx A

¼ AK½ fufonk } jk varfjr l Eifr ij Lohdr izfe; e dk nls  
i fr'kr ol'kZl HørHör d ns glsx vls vlxæ : i l sifro"Z  
višy elg dh igyh rlg'h/k dks i VVs/gh } jk tek fd; k  
t kosxA

12. (1) Where the property is proposed to be disposed off by direct negotiation, the premium and other conditions of the transfer shall be in accordance with the general or special approval given by the Government on the resolution of the Authority. Annual ground rent of Two percent of the premium shall be payable and shall be deposited in advance by the lessee on the first date of April every year.

(2) Only those property shall be transferred by direct negotiation which are required for Central Government/State Government, or Central/State Government, Public undertaking and the land use should conform to the land use prescribed in the Development Plan/Zonal plan, as the case may be.

Provided that transfer of undeveloped land, underdeveloped land or plot as per provisions of sub rule (1) of rule 12 may be made in accordance with the provisions of the development plan or zonal plan by the Authority on prior approval of the State Government to such institution or firms which intend to establish such special industries or services which the Government has decided or may decide from time to time which generate employment opportunities of specific types in the state.

Provided further that for the implementation of the development plan of the Authority, land, plot or other immovable property may be transferred to the persons affected by the Chief Executive Officer in accordance with the general or special order issued by the State Government under the Rehabilitation Policy of the Authority.

(3) Notwithstanding any thing contained in these rules, the Chief Executive Officer may directly transfer land on application on temporary lease or license for a period not exceeding Three years for the use of temporary store or work place for construction equipment and such other purposes which the Authority may decide from time to time at such premium, ground rent and other conditions which the Authority may determine from time to time. The Chief Executive Officer may transfer land on license for holding circus fair, exhibition and such other shows on license fees and other conditions which the Authority may determine from time to time.

12- 1/4 1/2 gla l Ei ffr/ l h/wh chrplr }ljik Q; u fd; k t luk iZrkfor  
 gls ogWVife; e , oa varj. k dh vU' 'krkZ dk fu/WZ. k i h/kcljh ds  
 l adYi ij 'Wd u }ljik l kelt; ; k fo'k'k : i l s fn; s x; s vuqkru  
 ds vuq lj fd; k t loskA i hfe; e dk nks i fr'kr ok'kZl HæHæV/d  
 ns glxk vlf vixæ : i l s i fro"Z vi fy elg dh igyh rkhjk dks  
 i VVsWjh }ljik t ek fd; k t loskA

12 1/2 l h/wh chrplr ds }ljik mlgha l Ei ffr dk varj. k fd; k t losk  
 ft l dh Hhjr 'Wd u l jkt; 'Wd u ; k Hhjr 'Wd u @jkt; 'Wd u ds  
 fdl h l koZ fud mi Øe dks vi s'kr gls rFlk Hæe dk mi; lx  
 ; FhWLFwr fodkl ; kt uk @ {s-h ; kt uk ea folgr Hæemi; lx ds  
 vuq i gluk plg, A

ijUrq, d h l æFlk ; k i fr"Blu t ks jkt; ea fo'k'k izllj ds  
 jkt xlj ds vol j miyCk djkus ds fy, fo'k'V m/lx vFlak

*l okvla dh LFki uk dk iz kt u j[krs glø rFlk ft u fo'kV l okvla  
 dk fu/klz. k jkt; 'kl u }ljk l e; & l e; ij fd; k x; k glø ; k  
 fd; k t koš dks mDr fo'kV l okvla grq fodkl ; kt uk ; k {k-lr  
 ; kt uk ds izo/kuha ds vuqj. k ea vfodfl r] v) Zodfl r Håe  
 vFløk Håe/klM dk varj. k fu; e 12 ds mi fu; e 1/2 ds izo/kuha ds  
 vuqkj ikl/kdljh }ljk jkt; 'kl u ds vuqksnu mi jkr fd; k t k  
 l dsk A*

*ijrq; g vls fd ikl/kdljh dh fodkl ; kt uk ds fØ; kb; u  
 fy, izklor ylxha dks Håe/ Håe/klM vFløk vl vpy l åflr dk  
 varj. k ikl/kdljh dh iqolz ulfr ds v/ku jkt; 'kl u ds }ljk  
 t kjh l kkl vFløk fo'kšk vksk ds vuqkj eq; dk; Zkyu  
 vl/kdljh }ljk fd; k t k l dsk A*

*1/2 bu fu; eka ea varfoZV fdl h ckr ds glrs gq Håe eq;  
 dk; Zkyu vl/kdljh }ljk l h/s vksnu ij vLFkbZ LVlj ; k fuelZk  
 mi dj. k ds dk; ZFky ; k bl h izdlj vl vLFkbZ mi; kx grq t k  
 ikl/kdljh }ljk l e; & l e; ij fu'pr dh t koš grq Håe vLFkbZ  
 iVs ij vl/kdre rhu o'Z dh vo/k ds fy, , s izfe; e , oa  
 Håe Håe d rFlk 'krkz ij t k ikl/kdljh }ljk l e; & l e; ij vo/kljr  
 fd; k t koš varjir fd; k t k l dsk A eq; dk; Zkyu vl/kdljh }ljk  
 l dZ] eyh in'kzh ; k vl in'kz grq vuqflr ij Håe dk  
 varj. k vuqflr 'kjd , oa 'krkz ij fd; k t k l dsk ft l s fd  
 ikl/kdljh }ljk l e; l e; ij fu/kljr fd; k t k A*

13. (1) In case of transfer of property by inviting application from public the conditions, premium according to location and size of the property and income group of beneficiaries shall be decided by the Authority .
- (2) Transfer of immovable property by inviting application shall be made by lottery.
- (3) The Authority may transfer properties on hire purchase or self financing or such other schemes, which shall be published in public notice, that the Authority may decide after considering the income group and need of the beneficiaries.
- (4) Properties transferred by inviting applications shall be subject to payment of the annual ground rent at Two percent of the premium determined for plot and in the case of or multistoried building proportionately charged rent, as decided by the Authority.

13.  $\frac{1}{4}\frac{1}{2}$  I kož fud vlonu vleš=r dj I áfr̄r ds varj. k ds ekeys ea 'kr̄l̄ I áfr̄r dh fl̄fr̄ , oa vk̄lj ds vuq̄lj iñe; e , oa fgr̄x̄f̄g; la ds vk̄ ox̄Z vk̄n dk fofu'p; iñ/k̄lj̄h }k̄k fd; k t k; x̄l̄A

$\frac{1}{2}\frac{1}{2}$  vpy I áfr̄r dk vlonu vleš=r dj varj. k yñVjh }k̄k fd; k t k; x̄l̄A

$\frac{1}{8}\frac{1}{2}$  iñ/k̄lj̄h HMM&O; vFlok Lofor̄r vFlok , d h vU ; kt uk ij I áfr̄r dk varj. k dj I dsx̄ ft I s I kož fud I puk ea izl̄k'kr̄ fd; k t k; x̄l̄ iñ/k̄lj̄h fgr̄x̄f̄g; la ds vk̄ ox̄Z r̄fl̄k vlo'; drk ij foplj̄ djus ds i'pkr̄~fofu'p; djs̄x̄l̄A

$\frac{1}{4}\frac{1}{2}$  vlonu vleš=r dj varj̄r I Eifr̄r H̄e/k̄M ds fy, fuññj̄r fiñe; e ds n̄s iñr'kr̄ vFlok cgeñt ys Hou dh fl̄fr̄ ea vuq̄l̄rd : i I s iññj̄r H̄Vd/ t S k fd iñ/k̄lj̄h }k̄k fofu'p; fd; k t kož ml̄ ok'ñZl̄ H̄e H̄Vd ds H̄x̄r̄ku ea v/; /ñu ḡl̄x̄l̄A

**14.(1)** For the need of public or community uses such as Educational, Medical, Religious, Social or for Charitable trust constituted for Charitable purpose, or for Government of Semi Government institutions, the land or the plot may be transferred on lease to reputed educational and medical institutions or charitable public trusts, on religious public trust on such premium as the State Government may generally or specially decide from time to time, by the Authority on the basis of application, under the following conditions in addition to any other conditions which the Authority may decide

(i) The Authority shall have powers to prescribe eligibility criterion for allotment of land or plot for specific uses. The Authority shall also have powers to allot land or plot on direct application or by draw of lots among the eligible application.

(ii) The land or the plot which is to be allotted on lease, should conform to the land use prescribed in the Development Plan or Zonal plan.

(iii) For allotment of land for Temple, Church, Mosque, Gurudwara or any other religious purpose and grave yard or Kabristan, prior sanction of the Government shall be necessary.

(iv) Such land or plot allotted on lease to any institution will not be transferred to any other institution without prior sanction of the Authority.

(v) Such land or plot and structure on it, if not being used for the purpose for which it is transferred, may be resumed by the Authority, but before issuing such order reasonable opportunity to the lessee to be heard shall be provided.

(vi) If the property or part thereof is needed for the use of the Government or the Authority it self or for public purpose, the property may be resumed by the Authority but lessee shall be given reasonable opportunity of hearing, before passing such order.

(vii) If the property is resumed under the clause (4) and clause (5) of sub rule (1), the concerned shall be reimbursed not more than the amount paid to the Authority for the Land or Plot and the cost of building or any other structure authorisedly erected on the land by the lessee minus depreciation. If a question arises as to the adequacy of the amount of compensation to be paid under this condition, such question shall be referred to the Government whose decision shall be final.

(2) Every lease shall be subject to the condition that if the Land or the plot is not used within three years for the purpose for which it is allotted, the Authority shall have the power to cancel the lease and resume the possession of the land. If the land or plot is resumed under this condition the amount paid to the Authority, after deducting Twenty percent there from shall be refunded.

§ Af they Land or plot allotted on lease is at any time used for holding a circus, fair exhibition or any other performance or show to which public or a section of public are admitted on payment of fee or charges, the lessee shall pay to the Authority a sum equivalent to Twenty five percent of fees or charges collected by him.

14- *1/2 l koZ fud ; k l kqkf; d vlo'; drkvlø t \$ s f'kMj fpfdRl H /MeZl] l kelt d vFløk psjVcy iz kt u grqxfBr [; Mr i Mr 'kM. kd rFlk fpfdRl k l lFlk dls ; k psjVcy iflyd VEV] ; k /MeZl iflyd VEV 'Ml dl; vFløk v) ZMl dl; l lFlk dsfy, , s iHte; e ij t \$ k fd jkt; 'Ml u l kelt; : i l s ; k fof'KV : i l s l e ; & l e ; ij fu/MZjr dj, Hte ; k Høe/kM dls iM/kdljh i VVs ij varfjr dj l dsxk vlosu dk vkMj/ fdlgla Hh vl; 'krkZ ds vrfjDr t ks iM/kdljh fofuf' pr djs fuEufylkr 'krkZ ds v/Mu fd; k t k l dsxk %*

*1/4 d 1/2 iM/kdljh dls ; g 'kDr gløxh fd og fof'KV iz kt ulø ds fy, Hte ; k Høe/kM ds vlc'v ds fy, ik-rk*



eki n. M fofgr dj l dā iŋ/kcljij dls ; g 'kDr Hh  
glxh fd Hŋe vFlok Hŋe/k Mā dls l h/s vlosu vFlok  
ik-rk j/lus okys vlosula ds e/; ykVjh fudky dj  
vkaVu dj l dā

$\frac{1}{4}ks\frac{1}{2}$  Hŋe vFlok Hŋe/kM ft l dk i VVsij vkaVu fd; k t kuk  
gŋ fodkl ; kt uk vFlok {k-lr ; kt uk ea fofgr  
Hŋemi; lx ds vuq i gluk plfg, A

$\frac{1}{4}ku\frac{1}{2}$  eānj] ppZ efl t n] xq }jik vFlok vŋ /ŋeZl iz kt u  
, oa 'e'ku] dŋcZFlku grq Hŋe vkaVu grq 'kdu dh  
i vZŋe fr vlo'; d glxh A

$\frac{1}{4}kj\frac{1}{2}$  , d h Hŋe vFlok Hŋe/kM fdl h l ŋFlk dls i VVsij  
vkaVr dh xbZgŋ fdl h vŋ l ŋFlk dls iŋ/kcljij dh  
i vZLohdr dsfcuk vkrfjr ugha dh t kosk A

$\frac{1}{4}kp\frac{1}{2}$  , d h Hŋe vFlok Hŋe/kM rFlk ml ij flFlr lāpuk  
ft l iz kt u grq varfjr dh xbZgŋ ; fn ml iz kt u  
grq mi; lx ea ugh yk h t k jgh gS rks iŋ/kcljij }jik  
iŋrl gr dh t k l dŋŋ ijaq, d h vksk t kjh fd; s  
t kus ds i vZl qokbZ dk ; qDr; qR vol j i VVsŋijh dls  
fn; k t kosk A

$\frac{1}{4}N\frac{1}{2}$  ; fn l Eiŋr vFlok ml ds fdl h Hŋx dh 'kdu dls  
vFlok iŋ/kcljij dls vius Lo; a ds mi; lx vFlok  
l koZ fud mi; lx grq; fn vlo'; drk gls rks l āŋr/  
iŋ/kcljij }jik iŋrl gr dh t k l dŋŋ ijaq, d k  
vksk iŋfjr fd; s t kus ds i vZl qokbZ dk ; qDr; qR  
vol j i VVsŋijh dls fn; k t kosk A

$\frac{1}{4}kr\frac{1}{2}$  ; fn mi fu; e  $\frac{1}{4}\frac{1}{2}$  dh dāMdk&4 , oa dāMdk&5 ds  
varxZ l Eiŋr dls iŋrl gr dh t k h gS rks l āŋr dls  
iŋriŋrZ dh jk'k iŋ/kcljij dls Hŋe@Hŋe/kM grq  
Hŋrku dh xbZjk'k rFlk i VVsŋijh }jik Hŋe ij fd; s  
x; s vŋ lāpuked iŋ/kclr fuekZk dh ykx ea  
\_ .lgkl l s vŋ/kcl ugha glxh A ; fn Hŋrku dh t kus  
okyh iŋriŋrZ dh jk'k ij dkbZi zu mŋ ū gls rks  
bls 'kdu dls fofnZv fd; k t k, sŋ ft l dk fu. kZ  
vŋre glxh A

*ijarq, d l s vf/kd vlosu i hr glus ij ft l vlosnd  
 }jik vf/kd l ok izku fd; k tlosk ml ds i {k ea  
 i h/kdljh }jik Hfe ; k Hfe/kM dk varj. k fd; k t k  
 l dsxkA ; in , d l s vf/kd vlosu l eku l ok izku  
 djus oks vlosnd ds glark muds e/; ykVjh fudky  
 dj varj. k fd; k t k l dsxkA*

*12 1/2 Hfe dk i h. d i Vvk bu 'krkZ ds v/; /hu glsk fd ; in  
 i VVs ij nh xbZ Hfe vFlok Hfe/kM dk ml iz kt u ds fy, /  
 ft l ds fy; s vkaVr fd; k x; k gS rhu o"V dh dkylof/k ds  
 Hhrj mi; lx ugha djrk gS rks i h/kdljh dks; g 'kDr glsh  
 fd og i VVs dks jna dj ns vkf ml Hfe dk dtt k i q%  
 xghr dj ya ; in Hfe ; k Hfe/kM bl 'krZ ds v/ hu xghr  
 dh gS rks jk" k i h/kdljh dks in hr jk" k ds chl i fr'kr  
 dVkrh ds i'plr okil dh tk sxA*

*13 1/2 i VVs ij nh xbZ Hfe ; k IyW dk mi; lx ; in es h  
 in 'kzh vFlok fdl h vU vk kt u grqfd; k t krk gS ft l ea  
 in sk grqt u & l lekt l s dkbZ Qhl yxbZ t krh gS rks, d h  
 i fjlFkr ea i VVs kjh Qhl ds: i ea, d= dh xbZ jk" k dh  
 i Ppl i fr'kr~jk" h i h/kdljh dks Hkrku djsxA*

### **Chapter III - Terms of lease**

15. The lessee shall execute lease deed within three months from the date of allotment and get it registered at his own cost, bearing all the expenses on stamp duty, registration charges, cost of map and any other charge which is applicable at the time of the registration.

*v/; k & rhu & i VVs dk fucaku*

*15- i VVs kjh vkaVr dh rkh/k l s rhu elg ds Hhrj i Vvk foydk dk  
 fu"iknu djsk rFlk i h. u Lo; a ds Q; ij LVkr 'kVd/ jft LVsk  
 i Hjh ekup=la dh ykr rFlk vU i Hjh t s i h. u ds l e; ykxwgh  
 l egr Q; dk ogu djrs gq dj k sxA*

16. (1) Lessee shall during the period of lease pay all rates taxes and all other charges due and

becoming due in respect of the land and on immovable property thereupon.

(2) The lessee shall pay to the Authority for services made available by the Authority such as water supply, sewerage, management of solid waste, at such rates or charges which the Authority shall decide from time to time.

16- *1/2 i VVkljgh leLr nj rFlk leLr vlj vflklj rFlk Hfe ds l xalka ea rFlk vpy l Eiftr ij Hfo"; ea ns Hgrku i VVs dh dkylof/k ds nlsku djska*

*1/2 i kljgh } kjk miyOk djkh tkus okyh l fo/k t s & tyink; / flojt / Bkl vif'kV izaku vln ds l xak ea t k i kljgh } kjk le; & le; ij fofuf'pr dh tk; , ds nj rFlk vflklj dk Hgrku i kljgh dks i VVkljgh djska*

17.(1) The lessee during the lease period shall not, without obtaining permission, construct any building, carry on any construction of any structure or development or make any Change or modification and shall not allow any other to do so.

(2) For development permission and building permission and completion, the Development rules in force at that time and Chhattisgarh Bhoomi Vikas Niyam 1984 shall be applicable.

(3) If any person against the conditions of lease or unauthorisedly or illegally takes any property in his possession or constructs without obtaining permission the Chief Executive officer shall have the power to secure summary eviction in the manner provided by the Chhattisgarh Land Revenue Code, 1959 in addition to taking any other action under the provision of Law.

17- *1/2 i VVkljgh fdl h Hh l e; i VVs dh vof/k ds nlsku fcuk vuqk i nr fd; s dkbZ Hh Hou fuelzk vFlk fdl h vlj l apuk dk fuelzk vFlk fodkl / vFlk dkbZ i fjoz dh mi k j. k dk dk Zugla djsk vlj u gh bl izklj fdl h vlj dks djs nska*

*1/2 fodkl vuqk rFlk Hou fuelzk vuqk rFlk i vlz k grq rFl e; i nr fodkl fu; e , oa NRhl x <+ Hfe fodkl fu; e / 1984 ykxwgl*

*13 1/2 ; in dkkZQ fDr i VVs dh 'krk' ds foijlr vFlak vuK/ldr : i Is vFlak voSkud : i Isfdl h l Eiflr ij dlt k djrk gS vFlak fcuk vuKk i hr fd, fuelkZk djrk gS rls eq; dk Zkyu v/ldjh ds ; g v/ldjh gisK fd fo/k ds i to/kuh ds vuq kj vU dk Zlgh fd; s t kus ds vylok og NRhl x<+ Hkjkt Lo l fgrk 1959 ds i to/kuh ds vuq kj l fdr cn/kyh l fuf' pr djskA*

**18.(1)** The lessee shall commence and complete the development and or construction works for which the land has been granted, by obtaining development and/ or building permission as the case may be, within the time specified in the conditions of transfer.

*2 1/2* Where the lessee does not obtain the permission of development and/or building construction as the case may be within the time specified by the Authority, the extension in time to commence and complete the development and/or construction may be granted by the Chief Executive Officer, on payment of surcharge by the lessee at the following rates -

Block of time extension	Period of Extension	Amount of surcharge as percent of the premium
First	Twelve months or part their of	Twenty
Second	Twelve months or part their of after the First extension of time	Twenty five
Third	Twelve months or part their of after the Second extension of time	Thirty
Fourth	Twelve months or part their of after the Third extension of time	Thirty five
Fifth	Twelve months or part their of after the Fourth extension of time	Forty

Provided that the extension in time shall be granted for Twelve months or its part only at one time and such extension shall be granted maximum for five years.

8 1/2

Where the development and/or construction, as the case may be is commenced by the lessee as per terms of agreement after obtaining development and/or building construction permission but fails to complete the work due to unavoidable circumstances, the extension in time for the completion of work may be granted by the Chief Executive Officer on payment of the following surcharge by the lessee -

Block of time extension	Period of time	Amount of surcharge as percent of the premium
First	Twelve months or part thereof	Five
Second	Twelve months or part thereof after the First extension of time	Seven
Third	Twelve months or part thereof after the Second extension of time	Ten

Provided that the extension in time shall be granted for Twelve months or its part at one time and such extension shall be granted maximum for three years.

18 *1/2 i VVskljh dks ft l iz kt u grq Hwe dk i VVk vFlak vuKfr nh xbZ gls Hwe ij ml h iz kt u grq fodkl rFlk vls fuelzk dk; Z fodkl dk; Z fodkl rFlk@; k Hou fuelzk vuKfr ; FmLEFrj i str dj varj. k dh 'krkZ ea fofufnZV l e; lof/k ea i wZ djuk vlo'; d glskd*

*1/2 t gla i VVskljh } kjk i VVs dh Hwe ij i h/kdljh } kjk fofufnZV l e; ds HFrj fodkl rFlk@; k Hou fuelzk vuKfr ; FmLEFrj i str ugha fd; k t krh rks fodkl , oa fuelzk dk; Zi kjk rFlk i wZ djus dh vol/k ea fuEufyf[kr nj ij vfrjDr i Hkj dk Harku i VVskljh } kjk fd; s t kus ij eq; dk; Zkyu vfrjDr i Hkj } kjk of) dh t k l dsxh %*

<i>l e; of) dk /kM</i>	<i>l e; of) dh vol/k</i>	<i>vfrjDr i Hkj jk'k i Hwe; e ds i fr'kr ds : i ea</i>
------------------------	--------------------------	--

<i>ifle</i>	<i>cljg ekg ; k ml dk vak</i>	<i>chl</i>
<i>f}rh</i>	<i>ifle le; of) ds ckn cljg ekg ; k ml dk vak</i>	<i>iPph</i>
<i>r}rh</i>	<i>f}rh le; of) ds ckn cljg ekg ; k ml dk vak</i>	<i>rhl</i>
<i>pr}rZ</i>	<i>r}rh le; of) ds ckn cljg ekg ; k ml dk vak</i>	<i>i}rl</i>
<i>ipe</i>	<i>pr}rZ le; of) ds ckn cljg ekg ; k ml dk vak</i>	<i>pkyl</i>

*ijaql e; kof/k ea of) , d clj eadoy cljg ekg ; k ml ds vak graqh inku dh t losh rFlk , dh of) vl/kd ls vl/kd ikp o"Zdsfy, inku dh tk, sld*

*1/2 tglWiVVskjh }ljk djlj ds fucalula ds vuq kj fodkl rFlk@; k Hou fuelZk vuqkj ds i'pkf ; FwLFlr i}r djrs gg fodkl rFlk@; k fuelZk dk Zi}j}k fd; k t krk gS fdUrq fu/W}r le; kof/k ea vijgk; Zi}fLFlr; k ea dk Zi}vZ djus ea iVVk}kjh vl eFlZjgrk gS rks fuEufyf[kr nj ij vfrjDr i}kjh dh jk'k dk H}rku fd; s thus ij eq; dk Zkyu vl/kd}kjh }ljk le; kof/k ea of) dh tk l ds l}k*

समय वृद्धि का खण्ड	समय वृद्धि की अवधि	अतिरिक्त प्रभार राशि प्रीमियम के प्रतिशत के रूप में
प्रथम	बारह माह या उसका अंश	पांच
द्वितीय	प्रथम समय वृद्धि के बाद बारह माह या उसका अंश	सात
तृतीय	द्वितीय समय वृद्धि के बाद बारह माह या उसका अंश	दस

*ijaql e; kol/k eə of) , d clj eə dɔy cljg elg ; k ml ds  
vək grqgh izku dh t losh rFlk , d h of) v/ld l s v/ld rhu  
o"Kdsfy, izku dh t loshA*

#### **Chapter - IV : Miscellaneous**

19. If the conditions of lease or license as the case may be, is violated, the Authority shall have power to terminate the lease or license and re-enter into the property and forfeit the amount paid to the Authority.

Provided that before terminating the lease or license and making re-entry into the property, a notice shall be served and reasonably opportunity of hearing shall be given to the lessee or the licensee.

#### **v/; k & plj & izdh kZ**

- 19- ; FlkLEflr ; fn iVVk vFlk vuKflr dh 'krkZ dk mYaku fd; k  
t krk gš rls iK/kcljh dls iVVk vFlk yk l d dls fujLr djus  
rFlk l a flr ij iqiZs'k djus rFlk iK/kcljh dls Hxrk dh xBZ  
jk'k jkt l kr djus dh 'kDr glxhA

*ijaqiVVk ; k vuKflr fujLr fd; s t kus, oal a flr eə  
i qiZs'k fd; s t kus ds i vZ iVVslj ; k vuKflr/kjh dls l puk nh  
t losh vlg l qokZdk ; qDr; qDr vol j fn; k t loshA*

20. The restoration of the lease or license may be done if the lessee or the licensee promises and files a duly notarised affidavit that the breaches for which the lease or license, as the case may be was terminated within 90 days of notice of resignation. considered, on payment of restoration charge which shall be fixed by the Authority by shall be revived.

- 20- iVVk rFlk vuKflr dk i q% LEkku fd; k tk l dsxk ; fn iVVk  
vFlk vuKflr dh 'krkZ rFlk vuKflr fujLr dj fn; k t kos ; fn  
mu mYakuka dls vkaVrh } jk fujLrhdj. k dh l puk ds 90 finuk  
ds Hxrk l qlljst kus grqopu fn; s t kus vlg ukVjh } jk l E; d : i  
l s iek. kr 'ki Fk i= fn; s t kus ij rFlk mYakuka dls l qllj dj  
bl fufeRr iK/kcljh } jk fu/kZj fd; s x; s 'kyd ds Hxrk fd; s  
t kus ij iVVk iqt Hxrk fd; k tk l dsxhA

21. At the expiration or sooner determination of the period of lease or license as the case may be, the lessee or the licensee shall take down and remove all building and the structures with the foundations there of constructed by him on the land fill up excavation made for such purpose at his own expense and shall hand over the possession of the demised land to the Authority. The premium amount deposited for the demised land shall not be refunded.

Provided that if the Authority intends to retain the structure constructed on the land, it shall intimate in writing to the lease holder before 90 days of the completion period of the lease. In such a case the Authority shall pay the cost of construction of the structure at the rates prevailing at that time minus depreciation.

Provided further that if the land or plot is used for the purpose of Public Private Partnership agreement like Build-Own-Operate- Transfer agreement, Build-Own-Operate-Maintain agreement, Build and Transfer agreement, Build-Lease-Transfer agreement, Build- Operate-Transfer agreement, Lease and Management agreement, Management agreement, Rehabilitate-Operate-Transfer agreement, Rehabilitate Own-Operate-Maintain agreement, Supply-Operator-Transfer agreement or any other Public Private-Partnership agreement the land and the properties on it shall vest in the Authority free of any cost or charge.

- 21- *i VVs@vufktr dh vof/k l ektr ghus ; k ml ds i vZ/leköl ku ij i VVsokj ; k vufktr/kjh ij ; FwLFkr Hwe ij ml ds }lyk fufeZ Hou rFlk l apuk rFlk , s s iz kt u ds fy, mR/kuu dls Hj yskH vius 0 ; ij gVk ysk vls ; FwLFkr i k/kljh dls i VVkrfjr Hwe dk dÖ k okil l k s k i VVkrfjr Hwe ds fy, tek dh xbZ fi te; e jk'k okil ugha dh t k s k*

*ijaq; in i k/kljh plgs rls i VVs dh vof/k dh l ektr ds de l s de 90 fnu i vZ i VV k/kj d ds fyf/kr l puk ds }lyk Hwe ij fufeZ l apuk jkd l drk gA , s h fLFkr ea i pfyr njla ea . l k l l x f. kr djrs gq l apuk ds fuekZk ds ev; dk Hqrku dj l ds k*



*ijarq;g vlg fd tc Hwe ;k Hw/k M dk mi;lx fut h l ghHxrk djlj t S & fcYM&vhu&vkljV&Vh Qj , xzeW/ fcYM&vhu& vkljV & edVsu , xzeW/ fcYM , .M Vh Qj , xzeW/ fcYM&yht &Vh Qj& , xzeW/ fcYM&vkljV& Vh Qj , xzeW/ yht , .M esit edV , xzeW/ esit edV , xzeW/ ffgscfyV&vkljV Vh Qj , xzeW ffgscfyV& vhu&vkljV&edVsu , xzeW/ l lyhb&vkljVj&Vh Qj , xzeW ;k fdl h vU fut h l ghHxrk djlj ds iz kt u ds fy, fd;k t los rks Hwe vlg ml ij fufeZ l aifr iH/kdljh eafcuk fdl h eW; vFlok i Hg fuigr gks t los h*

22. ~~A~~ 1/2 The lessee or the licensee, as the case may be shall not sale, mortgage, gift or other wise hand over or transfer any land or immovable property thereon to any other person, without obtaining prior permission. of the Authority. Such permission will not be given until a sum equal to Ten percent of the prevailing premium of the land/Plot or immovable property is not deposited by lessee with the Authority.

Provided that the above provision shall not be applicable if the property is mortgaged with the Central Government, State Government, Nationalised bank, Life Insurance Corporation, Chhattisgarh State Finance Corporation, Housing and Urban Development Corporation or other Financial Institution which are approved by the Authority from time to time.

Provided further that if the condition of transfer has been specifically provided in the condition of lease or license, as the case may be, such transfer may be mad under the provisions of the condition.

~~A~~ 1/2 The permission for the transfer of the lease or license, as the case may be, under sub rule (1) shall be given for remaining period of the lease or license and execution of lease deed or agreement and its registration shall be essential.

- 22- ~~A~~ 1/2 i VV/kHjh vFlok vuqfir/HjH ; FhdLFtr i VV/k vFlok vuqfir ij] fdl h Hh Hwe ;k vpy l aifr dk fcuk iH/kdljh dh i oZ ea yjh iHr fd; § fdl h vU Q fDr dks foØ; j cakd] nku ;k vU izldj l s gLrkaj.k ;k ;k varj.k ugha djsxk A , l h ea yjh rc rd ugha nh t k, sh t c rd fd mDr Hwe@Hh/kM@vpy l aifr ds rrl e; iHf; e dh jk'k ds nl iHr'kr~jk'k ds cjkcj dk Haxrku i VV/kHjh }kj k iH/kdljh dks ugha dj fn; k x; k gks A

*ijaq mijkDr izo/ku ykxwugla glosk ; in lafir/ dshz 'kk ul/ jkt; 'kk ul/ jk'Vh dr cdl/ t lou chek fuxe/ NRhl x<+jkt; fofr fuxe/ gpdks vFlok vl/ fofrh l dFlk, a tks i h/ kdljh } jk l e; & l e; ij vuokDr dh xbzgla ds ikl l Efir dks cald j/ k t krk gA*

*ijaq; g vl/ fd ; in iVvk vFlok vuokDr dh 'krk' ea varj. k dh 'krk'of' KV : i l s j/ h xbzgks rks ; FHLFhr/ , d k varj. k mDr 'krZ ds izo/ku ds varxZ fd; k t k l dskA*

*1/2 mijkDr mi fu; e 1/4 ds varxZ ; FHLFhr iVvk ; k vuokDr ds varj. k dh ea jh iVVs ; k vuokDr dh 'k'k vol/ k ds fy, nh t losh/ rFlk iVvk ; k vuok fu"ikDr dj ml dk ia h/ u dj; k t kuk vfuok ZglskA*

23. (1) Where the lessee or the licensee as the case may be, does not pay any part of the premium or ground or lease rent or fees or service charges or any other charge and the amount remains as balance, the Authority shall have power to recover penal surcharge for delayed period and to recover the balance as arrears of land revenue. Provided that if the arrears remain unpaid for three years, the Authority shall have powers to terminate the lease or the license, as the case may be, and renter in to the property.

*2/3* If the leases or license as the case may be does not deposit the premium or any part thereof according to terms of agreement, the Authority shall have power to terminate the lease and forfeit the amount deposited Authority. Any amount of loss caused to the Authority shall be recoverable.

*3/4* If the Chief Executive Officer has sufficient reasons to determine that the lessee or the licensee, as the case may be, is unable to use the demised property for the purpose for which it is leased or licensed the amount deposited for the lease or license, after deducting service fees as the Authority may decide from time to time the balance amount shall be refunded and the lease or license shall be terminated.

- 23- *1/2 t gkw; FHLFhr iVvk/hjh ; k vuokDr/hjh i h/ e; e ds fdl h Hlx dk vFlok fdjk; s dk vFlok 'lyd ; k l ok vf/ h/ h/ j vFlok fdl h vl/ vf/ h/ h/ j dk Hx rku ugha djrk g/ rFlk jk' k cdk; k ds : i ea 'k'k jgrh g/ rks i h/ kdljh dks vf/ kdlj glosk fd foye dh vol/ k ds fy, nam i h/ h/ j ol w dj l ds rFlk , d h cdk; k jk' k Hx jkt Lo ds cdk; k dh ol wh ds : i ea ol w dj l da*

*ijaq ; fn cdk; k jk'k rhu o'Z ls vf/kd jgrh gS rks  
i'k/kdjh dks vf/kdjh gksk fd iVVs vFlok vuKfir dks fujLr dj  
; FkkLFkr l'ftr ea iqiz'sk dj ya*

*1/2 1/2 ; fn ; FkkLFkr iVVsokj ; k vuKfir/kjh djlg ds 'krk' ds  
rgr~ izfe; e vFlok ml ds fdl h Hkx dh jk'k dk Hkrku ugh  
djr k gS rks i'k/kdjh dks vf/kdjh gksk fd iVVs dks l ektr djrs  
gg tek jk'k jkt lkr dj ya bl l'ak ea i'k/kdjh dks gg  
fdl h gku dh jk'k ol wh; l'k; gksx A*

*1/3 1/2 ; fn eq; dk; Zhyu vf/kdjh dks; g vo/Mfjr djus dk  
i; k'zr dlj.k gks fd iVVK/kjh ftl izktu ds fy, iVVs; k  
vuKfir vFlok vuKfir/kjh dks nh xbZ gS ml izktu grq  
iVVK'fjr l'ftr dk mi; l'x djus ea vl e'f'Z gS rks iVVK vFlok  
vuKfir grq tek dh xbZ jk'k ij lok 'k'yd t\$ k fd i'k/kdjh  
{jk l e; & l e; ij fofu'p; fd; k t'os' dKrs gg 'l'k jk'k  
okil dj nh t'osx rFk iVVK; k vuKfir l ektr dj fn; k  
t'oskA*

24. The lessee or the licensee, as the case may be, shall not affix or display or permit to be affixed or displayed on the plot or on any structure or part thereof any sign board, sky sign, neon sign or any other advertisement without previous permission in writing of the Chief Executive Officer. Permission shall be granted on payment at the rate and on such conditions as decided by the Authority, from time to time.

Provided that no permission shall be required for the sign board and neon sign of size prescribed by the Authority, affixed or displayed for own business use of the lessee or licensee.

- 24- *iVVK/kjh ; k vuKfir/kjh Hkx/l'k' ; k ml ij fufeZ l'apuk ; k  
ml ds fdl h Hkx ea eq; dk; Zhyu vf/kdjh dh fyf'kr i'vZ vuKk  
ds fuk d'k'Z l'bu cl'vZ d'k'Z l'bu fuv'v l'bu ; k vl' f'ok'ku  
ugh yxk; s'k u inf'k'z' djsk vl' u gh fdl h vl' dks yxkus; k  
inf'k'z' djus nskA vuKk, l' h 'krk' vl' nj ds Hkrku ij izku  
dh t'osx t\$ k fd i'k/kdjh {jk l e; & l e; ij fofu'p; fd; k  
t'oskA*

*ijaq iVVK/kjh ; k vuKfir/kjh vius lo; a ds 0 ol k; d  
mi; l'x grq l'bu cl'vZ; k fu; l' l'bu t'k i'k/kdjh {jk l e; fofgr  
fd; s'x; s'v'k'jh dk g'k' yxkus vFlok inf'k'z' djus ds fy, vuKk  
yuk vi'f'kr ugh g'k'kA*

25. For carrying out certain business which the Authority shall notify from time to time, on the demised property, it shall be essential to obtain license by depositing the license fees, at such rate, as may be decided by the Authority. The Authority, according to specific nature of business may allow exemption from obtaining license or issue license on such conditions, which it may decide from time to time.

25- *iVVlÖfer l áflr ij/ dfri; , s Q ol k dk dleflb; u t k i k/ kdljh l e; & l e; ij v/ k l fpr dj s fd; s t kus grq; FwLFlr i k/ kdljh } jk fofu' pr fd; k t k s , s h nj ij vuKflr ' k d fu/ ki dj vuKflr i k r djuk vfuok; Z g h x t A i k/ kdljh } jk Q ol k dh fof' k' V i z l r ds vu d l j vuKflr i k r djus l s N w nh t k l ds h vFlök , s h ' k r k z ij vuKflr t l j h dh t k; s t A t k l e; l e; ij fofu' p; dh t k l ds*

26. The lessee or licensee, as the case may be or shall use the immovable property as the case may be, for the specific purpose for which it is granted. If it is found that the demised property is not being used for the specific purpose for which it is demised, the Chief Executive Officer shall have power to terminate the lease or license and to re-let in to the property. The amount paid to the Authority shall not be refunded.

26- *; Flk fLFlr i VV s k j h ; k vuKflr/ k j h vFlök ; FwLFlr vpy l áflr dk mi; l x d o y m l h i z k t u ds fy, fd; k t k o s k l ft l grq m l s i k r fd; k x; k g a ; f n ; g i k k t k r k g s f d i VV l r f j r l áflr dk mi; l x m l i z k t u ds fy, u g h a f d; k t k j g k g s f t l ds fy, og i VV l r f j r dh x b z r k s e q; dk z k y u v/ k d l j h d k v/ k d l j g l x k f d i VV k vFlök vuKflr f u j l r dj n o a r Flk l áflr d k i r x t f r dj y A i k/ kdljh d k H a r k u dh x b z j k' k i r n s u g h a g l x t A*

27. Plot allotted on lease or license shall not be sub divided or two or more plots shall not be amalgamated. If it is found that the plot is sub divided or amalgamated, the Chief Executive Officer shall have power to terminate the lease or license as the case may be, and the demised land along with structures there on shall vest with the Authority and the amount which had been paid to the Authority shall not be refunded.

27- *i VVs vFlók vudKflr ij vlcáVr fd; s x; s Hæ/k M dk mi foHkt u vFlók nls ; k vf/kd Hæ/k M dk la qDr dj. k ugha fd; k t loskA ; fn ; g ik; k tkrk gS fd Hæ/k M dk mi foHkt u vFlók la qDr dj. k fd; k x; k rks eq; dk Zhyu vf/kdljh dls 'kDr glxh fd ; FldLEkr i VVs rFlk vudKflr dls fujLr dj rFlk i VVkrfjr Hæ ml ij fufeZ l apuk l fgr i H/kdljh ea fufgr gls t loskH rFlk og jk'k t ls i H/kdljh dls Hæru dh xbZ Fld i frns ugha glxhA*

28. The lessee or licensee, as the case may be shall have such access to the land as is provided at the spot. The development works shall be taken in hand in the area by the Authority according to its programme of works and completed as early as possible but non execution of the works shall not entitle the lessee or licensee, as the case may be to with hold or object to the payment of ground rent or to make any claim against the Authority.

28- *i VVsokj ; k vudKflr/Hjh ; FldLEkr Hæ ea, dh igap glxh t S k fd LEku ij O oLEk dh xbZ gkA i H/kdljh } jk {k= ea fockl dk Zml ds dk; k ds dk; De ds vud kj glk ea fy; s t los rFlk ; Flk l Ho 'Hkz i js fd; s t k; s s fda qfdl h dk Z dls fu' i knr ugha fd; s t kus ; k i vZ ugha fd; s t kus l s i VVsokj ; k vudKflr/Hjh ; FldLEkr dk ; g gd ugha glxk fd og Hæ HkVd dk Hæru jkd ns ; k ml ds ckr dkoZ vki ftr mBk s ; k i H/kdljh ds fo: ) dkoZ nlok dja*

29. Any notice or demand for payment required to be given to or made upon the lessee or licensee shall be sufficiently given or made if sent to the lessee or licensee through the post by the registered letter addressed to the lessee or licensee at the demised land and any notice or demand sent by the post shall be deemed to have been delivered in the course of post.

29- *dkoZ l puk vFlók Hæru ds fy, ea t ls i VVsokj ; k vudKflr/Hjh dls nsuk vFlók djuk vis'kr gS l epr : i l s nh xbZ vFlók dh xbZ l e>h t k; sh ; fn og i VVsokj ; k vudKflr /Hjh dls i VVkrfjr Hæ ds irs ij Md l s i a h dr i= ds } jk Hk h xbZ gS rFlk , dh l puk ; k Hæru ds fy, ea Md } jk Hk h xbZ gS Md ds ek; e l sigap koZ xbZ ekuh t k; shA*

30. If the Authority in future grants any additional benefits due to amendments in the development plan are development rules, such as additional floor area ratio or change in use or any concession whatsoever which may be finically beneficial to the lessee or licensee, the Authority shall have power to charge additional premium and/or fees, as the case may be, at the rate decided by it and proportionate increase in the lease rent.

30- ; fn Hfo"; ea fodkl ; kt uk ea l ákku ds dlj. k i H/klj h } lj k dkkZvfrfjDr ykk fn; k t krk gSt \$ svfrfjDr ry {k= vuqkr ; k mi; lx ea ifjorzi ; k vlj dkkZ Hh NW tks i Vvk /kj d ; k vuqkr /kj d ds fofr; n"V l sykkklj h gl i H/klj h ds ; Flk flFlr vius } lj k fofu'p; fd; s x; s nj ea vfrfjDr fi te; e rFlk@; k 'kj d ds i H/klj r djus rFlk i VVs ea l ekuqkrd of) djus dh 'kDr glxh

31. The Authority shall have powers to decide procedure, to prepare legal documents and to nominate signing authority on its behalf.

31- i H/klj h ds ; g 'kDr glxh fd fof/kl nLrkot r\$lj djus grq rFlk mudh vlj l s i H/klj h ds dks glrkklj dj ukter djus grq i fO; k fofu'pr dja

32. In the event of there being any conflict between these rules and the terms and conditions of the lease or the license, as the case may be, granted by the Authority, the rules shall prevail .

32- , d h flFlr ea t c bu fu; eka ea rFlk ; FlklFlr i H/klj h } lj k i Vvk ; k vuqkr ds fucaku rFlk 'krkZ ea dkkZ fojkklkl gls rks fu; e vflklkl glxh

33. In these rules the powers of the Authority may be delegated by the Authority to the Chairman or any other officers or several officers of the Authority.

33- bu fu; eka ea i H/klj h ds vl/klj ka dk i R; k kt ul i H/klj h } lj k i H/klj . k ds v/; {k vFlk vlj vl/klj ; ka vFlk fofkl vl/klj ; ka ds fd; k t k l dxh

34. (1) Any person aggrieved by any order passed under these rules may appeal to the State Government within Thirty days of the date of communication of the order to him.

(2) The State Government, for sufficient cause may extend the period prescribed for appeal.

(3) The State Government, after giving reasonable opportunity to be heard, by order, may remand any case for further enquiry or decision or may pass any other order as may be deemed just and proper, and its order shall be final.

- 34- *1/2 bu fu; ead s v/ku i kjr fdl h vnsk l s Q ffr dkbZ Hh Q fDr ml vnsk ds ml s l a spr fd; s t kus dh rjh/k l s rhl fnu ds Hhrj jkt; 'kl u dls vily dj l dskA*  
*1/2 jkt; 'kl u i; ktr dlj. k l s vily ds fy, fu; r dky ea of) dj l dskA*  
*1/2 jkt; 'kl u } jk l qokZ dk; qDr; qDr vol j nus ds i 'pkf vnsk ds } jk vily [kjt fd; k tk l dsk; k vxrj t k ; k fu. kZ ds fy, fdl h eley s ds i q% i s'kr fd; k tk l dsk; k, d k dkbZ Hh vU vnsk i kjr fd; k tk l dsk ft l s og U; k; l ar , oamfpr l e> s vj ; g vnsk vare glsk A*

35. The Authority, with the previous approval of the State Government may in public interest relax any rules in special case or cases.

By order and in the name of the  
Governor of Chhattisgarh,

- 35- *i k/kdlj/h jkt; 'kl u dh i vZ vuoknu l s fo' k'k izj. k vFlak izj. k ea bu fu; ead fdl h fu; ead dls ykd fgr ea f' k fky dj l dskA*

*NRhl x<+ ds jkt; i ky dsule l s rFlk vns' kaid kj*