

Terms & Conditions

For allotment of 2 Nos of Big Shop Rooms and 20 No of Small Shop Rooms at 1st Floor of Potapokhari Market Complex, Nayabazar, Cuttack.

A. ELIGIBILITY

1. The applicant must be a citizen of India.
2. The applicant must be of 18 years of age as on the date of submission of the application.
3. For the purpose "**Family**" comprises of husband, wife and children whether major or minor but does not include a major son separated as on the date of advertisement made by CMC.
4. The applicant shall not be entitled for allotment in case the family as defined in sub-clause-3 (of Clause-Eligibility) own and possess and shops/ commercial establishment in any of the commercial/market complex as disposed of by the CMC earlier within the jurisdiction area of CMC.
5. If it is detected in future that the allottee (including his/her family members) for this scheme owns and possess any shop/commercial establishment in any of the commercial/market complex as disposed of by the CMC before the date of the order of provisional allotment for this scheme, the allotment shall be cancelled and security amount shall be forfeited.

B. SUBMISSION OF APPLICATION

1. Brochure containing relevant information, terms & conditions and application form etc can be downloaded from CMC website www.cmccuttack.gov.in w.e.f. **18.03.2021**.
2. The applicant has to submit the filled in forms as attached in the Annexure-I duly signed and shall submit all the requisite documents/ annexure in a sealed envelop superscribed "**APPLICATION FOR ALLOTMENT OF SHOP ROOM (SMALL / BIG) AT 1ST FLOOR POTAPOKHARI MARKET COMPLEX, NAYABAZAR**" addressed to Commissioner, Cuttack Municipal Corporation, Biju Bhawan, Choudhury Bazar, Cuttack-753009.
3. Cost of application form and EMD should be submitted along with the filled in application form in shape of Bank Draft as mentioned below.

Type of shop room	EMD	Cost of application form
Small shop room	Rs. 10,000/-	Rs. 500/- (Non-refundable)
Big shop room	Rs. 20,000/-	Rs. 1,000/- (Non-refundable)

4. Security Deposit of **Rs.1,00,000/-** (Rupees One Lakh) and **Rs.2,00,000/-** (Rupees Two Lakh) only for **small shop room** and **big small room respectively** will be deposited in the shape of bank draft after selection of shop room through lottery.
5. The application shall be received only through Speed Post/ Regd. Post. The last date of submission of application is on **30.03.2021 at 5.00 p.m.** Application received after the last date shall not be entertained. The authority shall not be responsible for any delay in receipt of application.
6. The applicant will have to submit a written undertaking in non-judicial stamp paper at his/her own cost to abide by the terms and conditions mentioned in the brochure executed before Notary/Executive Magistrate.

7. Application received without required particulars and /or deposits shall be rejected.
8. Lottery for the shops will be held on 31.03-21^{11-AM} at CMC Kalyan Mandap, Choudhury Bazar.

B. MODE OF ALLOTMENT

1. Allotment of shops shall be made through process of lottery only.
2. In case the number of applications is more than the available units, the allotment of shops will be made through lottery.
3. In case the total number of applications received is less than the available shops then the allotment will be made accordingly for the total applicants whereas mode of disposal for the remaining shops will depend on decision of the authority.
4. CMC shall issue the order of the provisional allotment to the selected applicants within 30 days of drawal of the lottery.
5. The allottee will execute Agreement deed with CMC within one month of provisional allotment.

C. REFUND /WITHDRAWAL/ CANCELLATION

1. If an applicant withdraws his /her application before drawal of lottery, 5% of Security deposit will be deducted and balance amount will be refunded without interest.
2. In case an applicant withdraws after drawal of lottery and before the issue order of the provisional allotment to the selected applicant, 10% of Security deposit will be deducted and balance amount will be refunded without interest.
3. If an allottee does not accept the shop after allotment, CMC shall cancel the allotment. In this circumstance CMC shall forfeit the security amount and CMC shall process for re-allotment of remaining shops, as per decision taken by the Authority.
4. The Security deposit will be refunded without any interest to the unsuccessful applicants within 30 days from the date of issue of order of provisional allotment to the successful applicant.

D. DELIVERY OF POSSESSIONS

1. CMC will make its best efforts to deliver the possession of the unit /asset to the allottee within 30 days of provisional allotment. Before delivering the possession, the allottee is subjected to make all payments required.
2. The applicants will be informed in writing the date by which CMC would be handing over possession of the unit/asset. The allottee shall

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himself/herself or through authorised agent may take delivery of the assets within 30 days from the date of issue information.

3. In case the allottee fails to take possession of the asset/ unit within 1 month from the date of issue of intimation to take possession, the allotment shall be cancelled. In this circumstances CMC shall forfeit the security amount and CMC shall process for reallocation as per decision taken by the Authority

E. CONDITIONS OF ALLOTMENT

1. The allotment for rents will be through lottery.
2. The authority reserves the right to reject any application without assigning any reason there of.
3. CMC also reserves the right to alter and modify the lay out plan, the size and shape of the assets due to exigencies arising out of site condition and other contingencies or due force majeure.
4. All information on dimension and area are approximate. The allotment of asset/ unit is subject to alteration necessitated during the construction of commercial/ shopping complex. CMC, in pursuance thereof, reserves the right to effect suitable and necessary alteration in the layout plan.
5. The allottee shall not use the asset/UNIT for such activities, which are likely to cause nuisance, annoyance or disturbance to other occupants and refrain from those activities which are against law or any directive of the Govt./ local authority.
6. The allottee shall be responsible for obtaining water supply/ electricity connection from concerned departments at his/ her own cost and also pay user fees/ trade licence fees, monthly rent and any other charges as applicable, on annual basis to the concerned authority.
7. No addition /alteration of the existing structure shall be permissible.
8. No transfer of the allotted space will be allowed in any case in any form of encroachment, addition and alteration of existing structure.
9. Transfer of allotment may be permitted only subject to execution of lease deed and payment of all dues and required processing fees and other fees as per the existing rules and guidelines.
6. The allottee shall execute the required agreement within one month of provisional allotment/ date of intimation to execute the same. Failing which action shall be taken as decided by the Authority.
- 10. The agreement shall be valid for 3 (three) years.**
11. The allotment of the room will be made on rent basis at the rate Rs. 2500/- (Two thousand and five hundred only) per month. 10 % hike on rent of the shop shall be made every 3 (three) years. The allottee shall deposit the rent

- on every 10th day of the following English Calendar Month. The defaulter allottee shall be charged penalty at the rate of 10% p.a. on default amount.
12. In case of death of the applicant and/or the allottee, the legal heir shall act as representative of his/her successors and accordingly all actions taken, consent given, approval made by him/her, shall bind the successors of the applicant /allottee in all respects.
13. Eviction of unauthorized allottees will be made as per the provision of OPP Act.

F. FORCE MAJEURE

If the construction of market complex is delayed for reasons like delay on account of non availability of steel, cement or any other building materials or water supply or electric power back up or due to dispute with the construction agency employed by CMC., land encroachment, civil commotion/war/ criminal action or earth quake or any act of god, delay in obtaining decision/ clearance from any statutory body or due to any notice, order, rule or notification of the govt. or any other public or competent authority or any other reason beyond control of CMC and in any other aforesaid events. CMC shall be entitled to a reasonable extension of time stipulated for delivery of possession of the asset. CMC also reserves the right to alter any terms and condition of allotment in the event of any such contingency, as aforesaid and if the circumstances are beyond the control of the authority, it may defer or suspend the scheme for such period as it may consider expedient and the allottee in such an event shall not claim any compensation or damage of any nature whatsoever for such delay or suspension. If for any reason whatsoever CMC is not in a position to handed over/ allot the asset to the allottees, CMC shall refund the amount in full without any interest.

କଟକ ମହାନଗର ନିଗମ

CUTTACK MUNICIPAL CORPORATION

ପୋତାପୋଖରୀ ମାର୍କେଟ କମ୍ପ୍ଲେକ୍ସର ପ୍ରଥମ ମହଲା ଦୋକାନ ଘର
ନିମନ୍ତେ ଆବେଦନ ପତ୍ର

Application from for allotment of Shop room 1st Floor
at Potapokhari Market Complex, Cuttack

ରଜିନ
ପାସପୋର୍ଟ
ମାଲିକ ଫଟୋ
ଫାଇଲ୍ କରନ୍ତୁ

୧. ଆବେଦନକାରୀଙ୍କ ନାମ : _____
Name of the Applicant
୨. ପିତା / ସ୍ବାମୀଙ୍କ ନାମ : _____
Father / Husband's Name
୩. ବୟସ / ଲିଙ୍ଗ / ବୈବାହିକ ମର୍ଯ୍ୟାଦା : _____
Age / Sex / Marital Status
୪. ଧର୍ମ / Religion : _____
୫. ବୃତ୍ତି / Occupation : _____
୬. ରୋଜଗାର (ବାର୍ଷିକ) : _____
Income (Yearly)
୭. ଆଧାର କାର୍ଡ ନମ୍ବର : _____
Aadhar Card No
(ଏକ କିତା ନକଲ ସଂଲଗ୍ନ କରିବେ)
(Attach one Copy of the Aadhar Card)
୮. ବ୍ୟାଙ୍କର ନାମ ଓ ଡି.ଡି. ନଂ / ତାରିଖ : _____
Demand Draft shall be any Nationalised
Bank (D.D. No & Date) Name of the Bank
୯. ପ୍ୟାନ ନଂ / PAN No : _____
(ପ୍ୟାନ କାର୍ଡର ଏକକିତା ନକଲ ସଂଲଗ୍ନ କରିବେ)
(Attach one Copy of the PAN Card)
୧୦. ସ୍ଥାୟୀ ଠିକଣା / ଡ୍ରାଫ୍ଟ ନଂ : _____
ହୋଲଡିଂର ବିବରଣୀ ଯଥା ହୋଲଡିଂ ନଂ / ଦେୟ ଯଦି ଥାଏ)
Permanent Address / Ward No / Details of
Holding, i.e. Holding No. / Amount, if any
ବର୍ତ୍ତମାନ ଠିକଣା / ଡ୍ରାଫ୍ଟ ନଂ
୧୧. ମୋବାଇଲ ନଂ / Mobile No : _____

୧୨. ପୂର୍ବରୁ ନିମ୍ନ ତରଫରୁ କୌଣସି ଦୋକାନୀର ଆପଣ : ହଁ / ନାହିଁ / Yes / No.

କିମ୍ବା ଆପଣଙ୍କ ପରିବାର ସଦସ୍ୟଙ୍କ ନାମରେ ଆବଶ୍ରିତ ହୋଇଛି କି ଯଦି ହଁ ତେବେ ଦୋକାନ ଘରର ସମ୍ପୂର୍ଣ୍ଣ ବିବରଣୀ ନାମ/ ସମ୍ପର୍କ/ ମାର୍କେଟ କମ୍ପ୍ଲେକ୍ସ/ ଦୋକାନ ଘର ନଂ/କି ପ୍ରକାର ବ୍ୟବସାୟ କରୁଛନ୍ତି / କୌଣସି ଦେୟ ବକେୟା ଅଛି କି / ନାହିଁ, ଏ ସମ୍ବନ୍ଧରେ ସଠିକ୍ ବିବରଣୀ ଦାଖଲ କରିବେ ।

Whether the applicant or any of his/ her Family member has been allotted any shop Room of CMC, if yes, give the details Name/ Relation / Market Complex /Room No/ Category of Business / Dues pending (if any)

ବି.ହୁ : (୧) ପୂର୍ବରୁ ନିମ୍ନ ତରଫରୁ କୌଣସି ଦୋକାନୀର ଆପଣ କିମ୍ବା ଆପଣଙ୍କ ପରିବାର ସଦସ୍ୟଙ୍କ ନାମରେ ଆବଶ୍ରିତ ହୋଇନଥିବାର ସତ୍ୟପାଠ ଦାଖଲ କରିବେ ।

The applicant shall submit an affidavit to the effect that, previously no Shop Room of CMC has been allotted in his/her favour or any of his/her family member etc.

(୨) ଆବେଦନକାରୀ ଉକ୍ତ ଦରଖାସ୍ତ ସହିତ ସେ କୌଣସି ଅପରାଧିକ କାର୍ଯ୍ୟରେ ସମ୍ପୃକ୍ତ ନୁହଁନ୍ତି ଓ ଏ ସମ୍ବନ୍ଧରେ ତାଙ୍କ ଦିରୁଦ୍ଧରେ କୌଣସି ମାମଲା ଅଦାଲତରେ ରୁଜୁ ହୋଇନଥିବାର ଏକ ସତ୍ୟପାଠ ଦାଖଲ କରିବେ ।

Applicant shall submit an affidavit that, he is not involved in any criminal offence and no such type of case is pending in any Court of law.

(୩) ଆବେଦନକାରୀ ଦରଖାସ୍ତର ନିର୍ଦ୍ଧାରିତ ସ୍ଥାନରେ ଏକ ରଙ୍ଗିନ ପାସପୋର୍ଟ ସାଇଜ ଫଟୋ ସଂଲଗ୍ନ କରିବା ସହିତ ଦୁଇଗୋଟି ରଙ୍ଗିନ ପାସପୋର୍ଟ ସାଇଜ ଫଟୋ ଦରଖାସ୍ତ ସହିତ ଦାଖଲ କରିବେ ।

Applicant shall affix one Colour Passport Size Photograph in the application and submit another 2(Two) nos of Colour Passport Size Photographs with the application.

ଘୋଷଣାଦାନା / DECLARATION

ମୁଁ ଘୋଷଣା କରୁଅଛି କି ମୋ ଦ୍ଵାରା ଦିଆଯାଇଥିବା ଉପରୋକ୍ତ ତଥ୍ୟାବଳୀ ମୋ ଜ୍ଞାତସାରରେ ସଠିକ୍ ଅଟେ ଓ ଦୋକାନ ଗୃହ ସମନ୍ଵୟ ବୁକ୍ତିନାମାର ସମସ୍ତ ସର୍ତ୍ତ ମୁଁ ଗ୍ରହଣ କରୁଅଛି । ଯଦି କୌଣସି ସମୟରେ ଏଥିରେ କୌଣସି ଖୁଲାସି ପରିଲକ୍ଷିତ ହୁଏ କିମ୍ବା ଭୁଲ୍ ତଥ୍ୟ ଦେଇଥାଏ ତେବେ ମୋର ଆବଶ୍ରିତ ଗୃହ ବାତିଲ କରାଯିବ ଓ କଟକ ମହାନଗର ନିଗମ ଦ୍ଵାରା ମୋ ବିରୁଦ୍ଧରେ ଆଇନାନୁଯାୟୀ କାର୍ଯ୍ୟାନୁଷ୍ଠାନ ଗ୍ରହଣ କରାଯିବ ।

I do hereby declare that, the information given above are true to the best of my knowledge and belief. I do hereby agree with the terms and conditions laid down in the broucher. I also understand and accept that, if any of the information provided by me is found to be false/incorrect in material particulars in future, the CMC is at liberty to cancel the allotment of the shop room in my favour. I also understand that without prejudice to the above, CMC may also initiate appropriate legal proceedings against me for mis-representation/providing false/incorrect information in this regard.

ଆବେଦନକାରୀଙ୍କ ସ୍ଵାକ୍ଷର
Signature of the Applicant