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BHUBANESWAR DEVELOPMENT AUTHORITY
Akash Shova Building, Lok Seva Marg, Kharavel Nagar, Unit-III,
Bhubaneswar

NOTIFICATION

The 14th November 2023

No. 49674-ALMTV-Rev-192/2021-BDA- Whereas, the draft of the Bhubaneswar Development Authority Property (Management and Allotment) Regulations, 2023 was published as required by sub-section(2) of section 125 of the Odisha Development Authorities Act, 1982 (Odisha Act 14 of 1982) in the Extraordinary issue No.1370 of the *Odisha Gazette*, dated the 21st June 2023 under the notification of Bhubaneswar Development Authority No.19512/BDA, dated the 9th June 2023, inviting objections and suggestions from all persons likely to be affected thereby till the expiry of the period of fifteen days from the date of publication of the said notification in the *Odisha Gazette*.

And whereas, objections and suggestions received before the expiry of the period so specified in respect of the said draft have duly been considered by the Bhubaneswar Development Authority.

Now, therefore, in exercise of the powers conferred by section 124 of the said Act, and in supersession of the Bhubaneswar Development Authority Property (Management and Allotment) Regulations, 2015 except in respect of things done or omitted to be done before such supersession, the Bhubaneswar Development Authority with the approval of the State Government make the following Regulations namely:-

CHAPTER-I.

GENERAL**1. SHORT TITLE, APPLICATION AND COMMENCEMENT:**

(1) This regulation may be called the Bhubaneswar Development Authority Property (Management and Allotment) Regulations, 2023.

(2) This regulations shall apply to management & allotment of assets of the Bhubaneswar Development Authority and/or any property / assets placed under disposal of Bhubaneswar Development Authority.

(3) The regulations shall come into force on the date of publication in the Odisha Gazette.

2. DEFINITIONS:

(1) In these regulations, unless the context otherwise requires,—

- a) "Act" shall mean the Odisha Development Authorities Act, 1982 (act 14 of 1982);
- b) "association agreement" shall mean an agreement entered into by the Authority and the Registered Association on common areas and common services;
- c) "allottee" shall mean individual(s) or registered firms/company or societies /trusts formed under relevant law in favour of which the Bhubaneswar Development Authority apportions land or residential / commercial units and/or among permissible appurtenances either by execution of necessary lease agreement/deed or rent agreement or a conveyance deed as the case may be;
- d) "allotment" shall mean apportionment of land or residential / commercial units and permissible appurtenances by the Bhubaneswar Development Authority in favour of any allottee;
- e) "apartment" whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more

floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified;

- f) "Bid Amount" means the amount quoted in the bid as the consideration offer by the applicant for obtaining the right over the property as per the conditions of the Public Notice.
- g) "Booking Amount" means the amount at the rate of ten percent of the price of the property(s)/ asset(s) in case of lottery as specified in the brochure or ten percent of the highest bid amount in case of auction of the property(s)/ asset(s).
- h) "brochure" shall mean the booklet containing information on procedure for allotment of land or building for residential or commercial or Industrial or Institutional purpose decided upon by the Bhubaneswar Development Authority along with detailed terms and conditions for allotment;
- i) "commercial project" shall mean a group of commercial units which may comprise of all or any of the following, namely: —
 - i) Land under and appurtenant to such commercial unit;
 - ii) Roads and paths, sewers, storm water drains, water supply and ancillary installations, street lighting and other similar amenities;
 - iii) Open space reserved for recreation, ventilation and parking;
- j) "Commercial Building" or "commercial unit" shall mean a building or part of a building, which is used for transaction of business, keeping of accounts and records or for similar purposes and includes Banks, Commercial Offices, Corporate offices, mercantile buildings like shops, stores, market display and sale of merchandise either in wholesale or retail, or offices, storage or services facilities incidental to the sale of merchandise, Cinema Halls, Petrol Pumps, Hotels, Restaurants, Lodge-cum-guest houses, Dharma Kantas and such other building(s), commercial units to be decided / specified by BDA in subsequent times;
- k) "common areas" shall mean

- i. the entire land for the real estate project or where the project is developed in phases and registered under the RERA Act is sought for a phase, the entire land for that phase;
 - ii. the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of building;
 - iii. the common basements, terraces, parks, play area, open parking areas and common storage spaces;
 - iv. the premises for lodging of persons employed for the management of the including accommodation for watch and ward staff or for the lodging or community services personnel;
 - v. Installations of central services such as electricity, gas, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy;
 - vi. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vii. all community and commercial facilities as provided in the real estate project;
 - viii. all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;
- l) "common services" in relation to common areas shall mean the services required for upkeep and management of the premises or building areas including the common portions regulated by the Registered Association concerned;
- m) "disposal price" or "consideration money" or "rent-own price" or "license price" in relation to a property shall mean the price as may be fixed by the Authority for allotment of any property by way of sale, lease, rent-own or license respectively;
- n) "documental charges" shall mean processing fee along with any other incidental charges incurred for execution of a document or documents as required under these regulations which may include all charges such as process fee, stamp duty, registration fee, written charges, printing charges and plan charges, and such other charges / fee in case imposed / levied by BDA;

- o) a "dwelling unit" shall mean an independent housing unit with facilities for living, cooking and sanitary requirements;
- p) an "eligible person" shall mean a person who is entitled to participate in the process for allotment of a particular property / assets decided / specified time to time by the Authority;
- q) "Earnest Money Deposit (EMD)" means the initial amount required to be deposited accompanied with the application requesting for allotment of property(s) / asset(s) in different mode(s) prescribed under this Regulation and shall be subject to such other condition(s) specified in the brochure, bid document and this Regulation.
- r) a "flat" shall mean a portion of building which can be delineated with definite outline on plan and which can be definitely marked on site, and which is a dwelling unit
- s) a "family", unless otherwise specified, in relation to an allottee shall ordinarily include the husband and/or wife as the case may be and their minor children.

Explanation: -

- i. a 'minor' shall mean a person not having attained the age of 'majority' defined in the Indian Majority Act, 1875 as amended from time to time.
 - ii. The eligibility shall be determined as on the last date of submission of application
- t) "housing project" shall ordinarily mean and may constitute any or all of the following namely-
- i) a dwelling unit or a group of dwelling units;
 - ii) plots/sub-plots as per layout of the scheme carved out for residential/housing purpose
 - iii) land appurtenant to such dwelling unit / group of dwelling units / plots /sub-plots and any other land developed under such project.
 - iv) roads and paths, sewers, storm water drains, water supply and ancillary installations, street light and other common amenities within the project area.
 - v) open spaces for recreations and ventilations within the project area;
 - vi) convenient shopping, schools, community hall or other amenity for common use within the project area;

- u) a 'lease agreement' shall mean an duly registered agreement, made between the allottee and the Bhubaneswar Development Authority that allows the allottee to use the assets belonging to the Bhubaneswar Development Authority on such terms and conditions specified by therein by the Bhubaneswar Development Authority.
- v) "License Agreement" means the agreement to be entered into for allotment to be made as specified in Clause-4(iv) of the Regulation authorizing the licensee / tenant to use the property(s) / assets(s) on terms and conditions specified therein and the word 'licensee' / 'tenant' shall be construed accordingly.
- w) "local authority" shall mean the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal and/or basic services, as the case may be, in respect of areas under its jurisdiction;
- x) "Participation Fee" means the fee required to be deposited by the applicant along with the application for allotment of asset(s) as specified in the brochure at the rate and in the manner stipulated in Regulation 12.
- y) "property" i.e. assets shall mean a dwelling unit or commercial unit or building or plot of developed land and all structures thereon including the common areas and common services thereof;
- z) "Property Allotment Committee" unless otherwise constituted by the Authority as empowered under Section-6 of the ODA Act, 1982, the Committee shall consist of the following members:
 - i) The Vice-Chairman as the Presiding officer;
 - ii) Secretary of the Bhubaneswar Development Authority as the Member Convener;
 - iii) Director (Housing) of Housing & Urban Development Department as a member;
 - iv) Director of Estates, General Administration Department as a member;
 - v) Collector of the district in which the project is located as a member;
 - vi) Finance Member of the Bhubaneswar Development Authority as a member

- aa) "real estate project" means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto as specified thereunder;
- bb) "Registered Person" shall mean a person, who is assigned with a Unique Account Number after registering online with the Bhubaneswar Development Authority;
- cc) 'Registered Association' shall mean a body formed by the allottees of flats/apartments in the project area and registered under the Odisha Apartment Ownership Act, 1982 and/or such other Act(s) to be enacted with a manner otherwise in the interest/benefit of its members for maintenance, management and development of the common areas and facilities.
- dd) "rent-own" shall mean allotment on specific terms and conditions on payment of an initial deposit i.e. down-payment and thereafter specified number of monthly installments spread over a specific period during which allottee remains a tenant and on the expiry of the period the allottee ceases to be a tenant and becomes a purchaser of the property subject to realization of total price of the property as decided by the authority.
- ee) 'rent-own agreement' shall mean the agreement to be entered into by the tenant with specific terms and conditions for the purpose to effect the right of the allotment on principle of "Rent Own".
- ff) "Reserve Price" means and refers to the reserve price determined in the manner specified in Regulation 5(iv) and provided in the bid document / brochure condition, as the case may be, in respect of allotment of properties through auction and / or any other mode.
- gg) "scheme" shall mean development of Project(s) by the Bhubaneswar Development Authority;

hh)“Successful Bidder” means the bidder selected in the manner under this Regulations for allotment of property through auction and / or any other mode specified by the Authority.

- (2) Words and expressions used in this regulation but not defined shall have the same meaning as assigned to them in the Odisha Development Authorities Act, 1982, and Rule(s)/Regulation(s) made there under as amendments, from time to time.

CHAPTER - II

ALLOTMENT OF PROPERTY: ELLIGIBILITY, MODE AND SPECIFIC CONDITIONS

3. ELIGIBILITY FOR ALLOTMENT

- 1) The applicant must be a citizen of India and must not be less than 18 years of age on the last date of submission of application.

2) Eligibility for Residential Property:

A. Unless otherwise specified by the Authority,

- i. Residential property shall include dwelling units directly developed by BDA or on sharing with other entities on principles and manners decided by Authority.
- ii. A family shall be entitled to one such unit and for the purpose, the family shall mean and include the members as defined under Regulation 2 (s).
- iii. In case, any family has earlier been allotted with any free hold or lease hold land / house / flat / asset for residential / residential-cum-commercial purpose within the jurisdiction of the Bhubaneswar

Development Authority by BDA, Orissa State Housing Board, any Department, Co-operative Society and / or Government undertaking(s), either possessed or transferred, shall not be eligible for any further allotment of residential property / asset under any scheme developed by BDA directly and / or in other modalities adopted by the Authority.

- iv. The residential property shall not be allotted to such family who is the owner of any free hold or lease hold dwelling unit or homestead plot acquired from private or government entity within the jurisdiction of Bhubaneswar Development Authority.

- B. The Authority, may from time to time, specify eligible criterion / criteria of eligibility in the Brochure and / or through a specified proceeding and / or Notification and / or Publication to enable a company, partnership firm, registered co-operative society, trust and / or such other statutory entity requiring allotment of Plot / flat / house and/or any asset for residential use and such eligibility shall be final and binding in respect of specific project(s) / Scheme(s).

3) Eligibility of allotment for commercial unit:

Unless otherwise decided by the authority, the company, partnership firm, registered Co-operative society, trust and/or such other statutory entity shall be eligible for allotment of commercial units subject to further fulfilling the eligibility specified by the Authority in the Brochure and/or through a specified Proceeding and/or Notification or Publication.

Provided however, any possession of residential or commercial property by such entity prior to the application filed for allotment, shall not be a bar for allotment of such commercial unit.

Provided further that, the allotment made as aforesaid, shall be subject to any further conditions, restrictions and prohibitions specified in the Regulation and/or by the Authority.

4. MODE OF ALLOTMENT:

The Bhubaneswar Development Authority may allot the property(s) / asset(s) held by it in any of the modes as fixed by the Authority, including the following:—

i. Allotment by rent-own:

The allotment of property held on freehold basis may be made under rent-own system in the manner and conditions specified there in the Regulations and such further conditions specified by the Authority.

ii. Allotment by sale:

The allotment of any property held on freehold basis may be made by sale of property and the allottee in such cases shall be known as purchaser and the price of the property fixed by the Authority shall be termed as consideration price.

iii. Allotment by Lease:

The allotment of any property held on freehold basis or leasehold basis may be made on lease basis for a specific period on specific terms and conditions as decided by Authority. In case of properties held by the Bhubaneswar Development Authority on leasehold basis, the conditions of the principal deed shall also be the conditions of the lease deed executed infavour of the allottee.

iv. Allotment by License / Rent:

Authority may allot any property/asset on license/rent basis in the manner as specified in this Regulation. In case of license/rent, the allottee shall pay monthly rent at the rate prescribed by BDA on such terms and conditions reduced in the form of a license/rent agreement. The terms and conditions of the agreement shall included the period of license/rent given, the revision of rent, initial deposit in the form of EMD, security in the terms as specified in agreement. The allottee shall have right to use the property/asset

only and in case any damage to the said property/asset shall be recovered from out of the security and in case any further due shall be recovered in the manner prescribed under ODA Act,1982. In case applied for the renewal before two months of expiry of the license/rent period shall be subject to the decision of the Authority and/or any officer authorized by the Authority on such further terms and conditions agreed upon in the license/rent agreement to be executed with the allottee. In case of refusal or not renewing the period of license/rent beyond agreement period shall liable the allottee to vacate the property/asset and falling which the BDA shall proceed for eviction as per the provision prescribed under the ODA Act,1982. Non-renewal of the agreed period in writing shall be deemed refusal or renewal for all purposes. In addition, the allottee shall be liable to pay penal interest, damage, compensation for aforementioned detention period as per the terms of the agreement.

CHAPTER-III

ALLOTMENT OF PROPERTY

5. SELECTION OF ALLOTTEE:

- i. The property(s) / assets (s) sought to be allotted under this Regulation shall be either through lottery or through auction. The decision of the Authority of choosing of property(s)/asset(s) to be allotted in the manner prescribed as final for all purposes and shall also be subject to such other condition(s)/Provision(s) decided by the Authority.
- ii. Subject to provisions in this Regulation and decision of the Authority, the terms and conditions of the brochure shall be the guiding principle of the allotment process and selection of the allottee. The brochure approved by the Authority, shall be made available/uploaded in the official website of the BDA and may also be made available in the counter on deposit of necessary fee(s).

iii. Any decision concerning allotment of property(s)/asset(s) either through lottery or through auction shall be published at least in one English national daily and two widely circulated local daily as per the provisions of Section-106 of ODA Act,1982 in addition to the online mode through the official website of the BDA. The said publication shall contain a precise note concerning mode of allotment, manner of availability of particulars, the brief of brochure condition(s),if any, date of commencement and last date of filling of application and such specification/information, if any, felt necessary.

iv. In case of auction, the Authority and/or the officer(s) authorized by the Authority reserves its right to decide the reserve price/bid amount of the property(s) and/or asset(s) in consideration of prevailing Bench mark valuation, development charges(s), infrastructures cost, if any, including boundary walls, situational advantages and/or any other aspects required for the purpose.

v. In case of lottery, license/rent, allotment through rent own and/or through any other mode, the Authority shall decide the price of the property(s) and/or asset(s) in consideration of the criteria / criterion referred to in Clause-(iv).

6. REGISTRATION AND SCRUTINY OF THE APPLICATION:

1) Online Registration of the applicants:

A person willing to participate in the process of allotment of any property(s) /Asset(s) of the Authority shall be required to register online in the official website of the BDA. BDA shall allot one auto generated Unique Account Number (UAN) which will be Aadhar linked.

The UAN will be the reference number for the applicant for all purposes.

2) Submission of Form of application:

The application form shall be made available online in the form as specified by the Authority. An applicant shall submit duly filled in application with the following:

- a) required documents as per public notice and the concerned Brochure.
- b) application fee as decided by the authority for processing of applications which shall be non-refundable in nature.
- c) BDA shall fix the Earnest Money which shall not be more than ten percent (10%) of the reserve price or cost of the property(s)/asset(s) for auction or allotment through lottery as the case may be.

3) Online allotment system:

As far as practicable all the allotment process including that of auction method shall be made through transparent online application and processing method.

4) Scrutiny of applications:

The Committee as referred in Clause 'z' of Regulation 2 shall determine the eligibility of the applicants for allotment and any decision of the Committee in this regard shall be final and binding.

5) Rejection of application:

Any application found incomplete in any aspect shall be liable for rejection.

7. PROCEDURE FOR SELECTION OF ALLOTTEE:

1) Procedure for Draw of Lot:

The selection of allottee and allotment of property to such selected allottees, when made by draw of lots, shall be in presence of an independent observer and under the supervision of the Committee.

In the event of the numbers of applicants being more than the number of available properties, lottery shall be drawn in two phases.

- a) The first phase lottery shall be for selection of applicant eligible for allotment.
- b) The second phase shall be for assigning a particular property(s)/assets to a particular allottee.
- c) In the event of the numbers of applicants being less than the number of available properties, lottery shall be drawn only for assigning a particular property to a particular applicant.

2) Procedure for auction:

- a) The Authority may decide for allotment of any property to be disposed of by auction.
- b) The Authority may take steps to conduct auctions of various properties through e-Auction to bring more transparency in the process of auction and for taking up such e-Auction, the Authority may, solely or in collaboration with any credible agency to conduct such e-auction.
- c) The details of the processes of e-auction shall be reflected in the scheme brochure.
- d) In case there is only one eligible applicant in respect of a property / only one bidder in the auction in respect of a property, the applicant/bidder shall be regarded as the highest bidder by the Property Allotment Committee and the upset price/quoted price in respect of the property, whichever is higher and as the case may be, shall be regarded as the highest bid in respect of the property. However, BDA reserves the right to cancel the auction of such property where there is only one eligible bidder.

8. SELECTION OF ALLOTTEES BY PROPERTY ALLOTMENT COMMITTEE:

After completion of lottery or auction, as may be, the names of the eligible applicant(s) shall be placed before the Property Allotment Committee for selection

of allottees in respect of the properties, as the case may be. However, the Committee for reasons to be recorded in writing, may reject bid received in case of auction or selection of participant in case of lottery, and allotment through any other prescribed mode as the case may be.

The Committee shall take into consideration the representations of any of the applicant if any while taking decision upon allotment / cancellation of allotment made in his/her favour.

9. PUBLICATION OF LIST OF ALLOTTEES

The BDA, through its authorized officer shall publish the list of allottees in the official website and shall also communicate the selection for allotment to the allottee in the address mentioned in his/her application from in the modes specified by the Authority. The said communication shall be treated as final information to the selected allottee to act upon the specifications in the allotment letter and/or specified in the brochure within the time specified therein. Any default to act upon such communication shall entitle the Authority and/or any officer authorized by the Authority and / or the selection Committee to treat the allotment cancelled on such terms and conditions specified in this regard.

10. CANCELLATION OF PUBLIC NOTICE FOR ALLOTMENT:

The Authority/property allotment committee and/or the officer authorized by the Authority and/or the Committee as the case may be shall have right to cancel any notification requiring allotment of property(s)/asset(s) without assigning any reason and without any liability and on such terms and conditions so decided. In such event, the EMD shall be refunded within the time specified in the brochure without any payment of interest upon said amount.

11. REFUND OF PARTICIPATION FEE:

The deposit made by any applicant towards participation fee shall be refunded within sixty days from the day of finalization of allottee/s by the Property Allotment Committee, as the case may be, in the event the applicant is found unsuccessful in the draw of lots/auction.

In the event of the authority failing in making such a refund within sixty days from the day of finalization of the selection of allottee/s by the Property Allotment Committee, the Authority shall pay the interest accrued from deposit of the participation fee for such delayed period to the applicant.

12. REALISATION OF PRICE OF THE ALLOTTED PROPERTY / ASSETS:**1) When allotment is through sale or lease:**

- i. For allotment of properties/ assets which are covered under the preview of RERA Act
 - a) The applicant applying for their selection for allotment through sale or lease of the property(s)/ asset(s) shall ensure deposit of participation fee at the rate of Ten percent of the price of the property(s)/ asset(s) or such amount less than Ten percent as specified in the brochure. The participation fee shall be calculated out of the base price of the property(s)/ asset(s) fixed by BDA, in case of allotment through lottery/ auction. The said participation fee shall be refunded to the unsuccessful applicants within the time specified in the brochure. No interest shall be paid on such participation fee.
 - b) In case of auction, the booking amount shall not be more than ten percent of the highest bid price of the property(s)/ asset(s). The participation fee of successful allottees shall be adjusted towards the aforementioned booking

amount and the successful allottee shall pay rest of the booking amount within such period as may be specified in the brochure and accordingly in the provisional allotment letter so as to ensure execution of Agreement for sale / Lease in favour of the said allottee.

- c) In case of lottery, the participation fee shall be at the rate of ten percent of the price of the property(s)/ asset(s) and accordingly the said amount shall be taken as the booking amount deposited by the successful allottee so as to ensure execution of Agreement for sale / Lease in favour of the said allottee.
- d) In case the allottee cancels /withdraws his/her allotment in the project within the scope of RERA Act for his/ her reason shall entail forfeiture of the participation fee on such terms and conditions specified in the brochure and balance amount after deduction shall be refunded within such period as specified in the brochure without any payment of interest over and above the said balance amount.
- e) The allottee may request for payment of the aforesaid amount within such further period not beyond 180 days on and from the date of the demand and in such event, the Vice-Chairman, BDA may at its sole discretion accord such extension(s) but not beyond 180 subject to the payment of interest at the rate as specified in ORERA Act/ Rules amended time to time or specified in the brochure whichever is lesser.
- f) In case any default in payment of the booking amount within the time stipulated in the brochure/ provisional allotment letter or within such further extended period granted by the Vice Chairman, the provisional allotment shall stand cancelled for all purposes without any further notice and in such event, the participation fee shall be forfeited in the manner and at the rate as has been specified in the brochure and any residue amount shall be refunded to the defaulter allottee within the time specified in the said brochure. The refunded amount, if any, shall not carry any interest.

- g) After such cancellation, the allotted property shall continue as the property of BDA and BDA shall deal with such property in the manner decided by the Authority and/or the Committee and /or the officer(s) authorized in this regard.
- ii. For allotment of properties where the project is exempted from the provisions of RERA Act
- a) When a property is decided to be allotted through sale or lease, every applicant shall make an initial deposit of amount not more than ten percent of the price of the property fixed by the Bhubaneswar Development Authority as Earnest Money for participation in the lottery/auction, as the case may be, at the time of application and such initial deposit shall not be interest bearing.
- b) The provisional-allottee shall pay the remaining amount after adjustment of the initial deposit within such a period as may be specified in the provisional allotment letter for consideration of the final allotment of the property.
- c) The Bhubaneswar Development Authority shall have the sole and exclusive claim on and right of disposal over the deposit(s) made by the allottee, till the final adjustment of the payments towards the price of the property in case of sale or consideration money/premium in case of transfer of lease and other dues as applicable on a case to case basis. Any refund, if claimed by the allottee or found to be due, shall only be considered only after such adjustment has been carried out.
- d) If the provisional-allottee fails to pay the remaining amount within the specified period or the provisional allottee intends for cancellation of the provisional allotment on application, cancellation may be considered by the Vice-Chairman. In the event of such cancellation being carried out a sum of

money equal to one tenth of the disposal price or one fifth of the total deposits made by the provisional-allottee whichever is higher, as on the date of cancellation, shall be forfeited and the balance amount shall be refunded:

- e) The provisional allottee, if on application, prays for an extension to the specified period, a Vice-Chairman at its sole discretion accord such extension in the payment schedule for a maximum period of six months (to be regarded as 180 days) subject to payment of interest at the rate of twelve percent (12%) per annum on the balance amount due for such period.

3) When allotment is through License / rent:

- a) The successful applicant shall pay the requisite license fees as decided by the Property Allotment Committee before execution of the license agreement.
- b) The licensee shall execute the license agreement with the grantor i.e. Bhubaneswar Development Authority.
- c) The proposed allottee shall be required to deposit necessary amount as decided by the Authority as security against damages during the license period which shall only be refunded to the allottee without any interest at the end of the license period. Handing over of possession of the property shall be held up till such deposit is made by the allottee.
- d) At the end of the license period the Licensee shall hand over the property back to the Authority i.e. the grantor. In the event of the Licensee failing in transferring the property to the grantor, no further notice shall be issued to the licensee and the licensee shall be evicted. The expenditure incurred for such eviction shall be recovered from the Licensee.
- e) However, the licensee may apply for renewal of the license at least two months before expiry of the license period.

- f) The Authority may allow for renewal of the license for another term for a period not more than the original license period at a time on payment of license fee at the rate prevailing at the time of such renewal and execution of fresh license agreement as per the prevailing norms.

The licensee shall not be entitled to transfer the property by way of sub-lease, sale, gift, mortgage or any other manner whatsoever and every such the transfer, if made, shall be void/illegal and the grantor (Authority) shall resume the property at the cost and risk of licensee.

CHAPTER: IV

EXECUTION OF AGREEMENTS, DEEDS, HANDING OVER OF POSSESSION AND USE OF ALLOTTED PROPERTY

13. EXECUTION OF AGREEMENTS:

The allottee, after being selected shall be intimated to make all payments due towards the price of the property to be allotted within the specified time. After realization of said payment the Bhubaneswar Development Authority shall intimate the allottee to execute required rent-own agreement or lease agreement, as the case may be, within one month of such intimation.

After signing of the agreement the allottee shall register the same before the concerned Registration Authority within three months.

All documental charges for execution and registration of the rent-own agreement or lease deed, as the case may be, shall be borne by the allottee.

14. HANDING OVER OF POSSESSION OF THE ALLOTTED PROPERTY:

The Authority shall handover the possession of the property within thirty days of deposit of duplicate copy of the registered conveyance deed/lease deed/rent-own agreement by the allottee or issue of the licence by the Authority and in case allottee delays to take over the possession, he/she shall be liable to pay watch and ward charges as decided by Authority.

15. PREREQUISITES FOR HANDING OVER THE POSSESSION WHEN ALLOTMENT IS THROUGH SALE:

When the property is disposed of, by way of sale, by the Authority, following conditions shall be fulfilled before handing over the possession and transfer of ownership, namely:—

- 1) The Purchaser has made the required payments towards the cost of the property and any other outstanding dues;
- 2) The transfer of ownership has been given effect through a **sale** or **conveyance deed**.
- 3) The purchaser has to enroll himself or herself as a member of existing registered society (if any).

16. PREREQUISITES FOR HANDING OVER THE POSSESSION WHEN ALLOTMENT IS THROUGH RENT-OWN SYSTEM:

During the Rent-Own period, the allottee shall be a Tenant only having no other rights except that of tenancy and during such period the tenant shall abide by the specific conditions as mentioned in the Rent-Own Agreement. The tenant shall be handed over possession of the property only on fulfillment of the prerequisites as under:

- 1) The tenant has made the requisite Down-Payment and executed the Rent-Own Agreement as may be specified by the Authority.
- 2) The tenant has to enroll himself or herself as a member of existing registered society (if any) and shall pay required fees of the society.

The ownership of the property shall be handed over to the tenant after the tenant

has made all payments including interest (if any) as accrued and any other dues as the case may be and the transfer of ownership has been given effect through a registered **sale or lease** or **conveyance deed**.

17. PREREQUISITES FOR HANDING OVER THE POSSESSION WHEN ALLOTMENT IS THROUGH LEASE:

When the property is disposed of by the Authority by way of lease the following conditions shall be fulfilled before handing over the possession, namely:—

- 1) The allottee has made the required payments towards the cost of the property and any other dues
- 2) The allottee has to enroll himself or herself as a member of existing registered society (if any).
- 3) The transfer of leasehold right has been given effect through a registered **lease deed**.

18. PREREQUISITES FOR HANDING OVER POSSESSION TO THE LICENSEE:

The possession of the property shall be handed over to the licensee under license agreement subject to fulfillment of the following conditions, namely:—

- 1) The licensee has to enroll himself or herself as a member of existing registered society (if any) and shall pay required fees of the society.
- 2) The licensee has paid the advance license fee and any other dues as decided by the Authority;
- 3) The licensee has executed the license agreement.

19. LEASE OF APPURTENANCES IN FAVOUR OF ALLOTTEES:

The permissible appurtenances adjunct to properties irrespectively being allotted on freehold or leasehold to the allottees within a project area shall be allotted on leasehold collectively to all of the allottees on the principle of indivisible proportionate share with equity of claim to use on certain terms and conditions as may be determined by the Authority and duly included in the deed of lease for such appurtenances.

20. PAYMENT OF FEES, TAXES ETC.:

All fees, rent, taxes, charges of the competent local bodies and government authorities/departments/agencies, shall be paid by the allottee and / or the Registered Association (if any) .

Provided that in case of failure to make such payment on the part of the allottee and / or the Registered Association, as the case may be, the same shall be subject to recovery under the Odisha Public Demands Recovery Act, 1962.

CHAPTER-V**MORTGAGE, MUTATION, CONVERSION AND TRANSFER OF THE
ALLOTTED PROPERTY****21. MORTGAGE OF THE PROPERTY:**

- 1) A lessee may mortgage the lease hold property. But such creation of mortgage shall require prior permission from the Authority. If the provisional allottee in respect of a leasehold property intends for mortgaging the leasehold before execution of the lease deed for financing payment towards cost of the property, then permission may be granted by the Authority in shape of a No Objection Certificate in favour of the financial institution. However, it shall be required that a tripartite agreement is to be executed between the Authority, the financing institution and the provisional allottee before creation of any mortgage involving the leasehold. The terms and conditions of such an agreement shall be as decided by the Authority.
- 2) If the lessee intends for mortgaging the leasehold after lease deed in respect of the property has been executed, then the Authority may issue a No Objection Certificate to the lessee on such terms and conditions as decided by the Authority.

- 3) In case of properties allotted on rent-own system, creation of mortgage before completion of the rent-own period may be allowed only for the purpose of availing loan for enabling the tenant in making all the payments towards purchase price of the property. In such a case it shall be required that the requisite down payment in respect of the property is completely realized by the Authority and a Tripartite Agreement between the tenant, the financing institution and the Authority is executed before creation of any mortgage involving the rent-own property. No Objection Certificate will be issued with such terms and conditions as decided by Authority.

22. MUTATION OF THE ALLOTTED PROPERTY:

The mutation of the allotted property in favour of person/s other than the allottee shall only be allowed in the following cases, in favour of:

- 1) The transferee where the transfer has been given effect to only after permission has been accorded by the Authority and necessary Consent Fee as applicable has been realized from the transferor.
- 2) the legal heirs/successors after death of the original allottee based on the legal heir certificate issued by competent authority or succession certificate issued by Civil Court as the case may be. However an Indemnity Bond is to be signed by all legal heirs/successor for indemnifying the Authority against any future claims, objections and charges.

In all the above cases all documental charges shall be paid by the Transferor/Legal heirs/Successor, as the case may be. The authority may also impose any other condition as per the legal requirements arising out of implementation of any prevailing law/s.

23. CONVERSION FROM LEASEHOLD TO FREEHOLD:

The Authority may settle the dwelling units on freehold basis in favour of individual leasehold allottee, if such allottee has already been in possession of property on leasehold basis for five years continuously and makes an application before the authority requesting conversion of the leasehold to freehold provided the

land has been retained by the authority as a freehold. The process followed by the General Administration Department for the same shall be followed *mutatis-mutandis* by the Bhubaneswar Development Authority.

Such leasehold allottee shall be required to make a payment at the rate of twenty percent of prevailing Bench Mark Value of the land or at such rate as may be decided by Govt. of Odisha / Authority from time to time as conversion fee in the event of -the application is approved by the authority and a conveyance deed giving effect to the freehold status of the property shall be executed by the Authority and the allottee.

Provided that in case of dwelling units allotted under the rent-own system, the dwelling unit shall be allotted by the authority in favour of the tenant on freehold basis after realization of the full price of the property giving effect of the tenant becoming the owner of the property provided the land is retained by the Authority as a free hold.

Explanation: - The above stipulation of possession of property for lease hold basis for five years continuously and payment of conversion fee is not applicable incase the Authority settling the free hold properties in favour of allottees / auction holders.

24. TRANSFER OF TENANT RIGHTS OVER THE PROPERTY BY THE TENANT:

The transfer of tenant rights over the property by the tenant shall be permitted subject to following conditions, namely:—

(a) There shall be a minimum lock-in period of three years from the date of execution of the rent-own agreement, or from the date of handing over of possession of the property to the allottee, whichever is later.

(b) Such transfer may be considered only on realization of Consent Fees which shall be equal to twelve monthly installments or equal to twenty five percentum of the differential amount between the original disposal price of rent owned property and market price of the property at the time of transfer whichever is higher, However, all such transfer shall require prior permission of the Authority.

(c) The transferee should be eligible as per the eligibility criteria under this regulation.

(d) The transferee shall be required to enter in to a fresh rent-own agreement with the Bhubaneswar Development Authority. The conditions of the initial rent-own agreement shall be applicable to the fresh rent-own agreement. All the dues of the initial tenant with regards to the balance tenant purchase price, interest on rent-own price and other dues shall be the liability of the transferee.

(e) The transferee shall be required to be a member of the Registered Association (if any) before possession of the property is handed over and shall pay the required fees of the society.

25. TRANSFER OF LEASEHOLD RIGHTS BY THE LESSEE:

The transfer of lease hold rights over the property by the lessee shall be permitted subject to following conditions, namely:—

- (a) There shall be a minimum lock-in period of three years from the date of execution of the lease deed or from the date of handing over of possession of the property to the allottee, whichever is later.
- (b) The lessee shall be required to apply in writing for permission for transferring the leasehold. The Authority may issue letter of permission for transfer in consideration of the application.
- (c) Such transfer may be considered only on realization of Consent Fees which shall be equal to twenty- five percentum of the differential amount between the original disposal price of the property and the market price of the property at the transfer by the allottee.
- (d) The transferee should be eligible as per the eligibility criteria specified under this Regulation.
- (e) The transferee shall execute a indenture lease agreement and register the same before the registering authority. The conditions of the initial/original lease shall also be applicable to the transferee.

- (f) The transferee shall be required to be a member of the Registered Society (if any) before possession of the property is handed over and shall pay required fees of the society.

CHAPTER-VI

CONDITIONS FOR ALLOTTEE AND DETERMINATION OF ALLOTMENT

26. SPECIFIC CONDITIONS OF ALLOTMENT:

The allottee shall not put the allotted property to any use other than the purpose specified in the rent-own agreement, license agreement or the lease deed, as the case may be, and shall abide by all the conditions therein.

1) Specific conditions for lease and resumption:

- i. The leased out property shall not be used by the allottee for any other purpose without the express consent of the Authority. If the property has been leased out for use in residential purpose it shall not be put to commercial use and vice-versa without the consent of the Authority.
- ii. The provisions of the Odisha Development Authority (Planning and Building Standards) Rules 2020 and the Bhubaneswar Development Authority (Planning and Building Standards) Regulations 2018 (as amended from time to time) shall be adhered to by the allottee.
- iii. In the event the allotted property or part thereof is at any time required for any purpose at any time by the Authority or the State Government to for a public purpose, the Authority is entitled to resume the property or such part thereof on payment of compensation as may be determined to be proper under relevant provisions of law. The decision of the Authority towards compensation is final and binding upon the allottee.

2) Specific conditions for license and resumption:

In the event of any cancellation of the allotment or non-renewal of the license in favour of the licensee, the Authority, without the requirement of prior

notice to the allottee, shall be entitled to take possession of the property and the licensee shall be bound to deliver vacant possession of the premises to the Authority without any encumbrances. In the event of the licensee failing in handing over possession of the premises voluntarily the licensee shall be evicted from premises as per the provisions of the OPP (Eviction of unauthorized occupant) Act 1972 and the licensee shall not be entitled to any compensation, for any loss or damages whatsoever.

27. RESPONSIBILITY OF THE ALLOTTEE:

- i. Pay the annual rent and all charges as applicable (if any) incurred by the Authority for maintenance of roads, water supply, drainage, street lighting, civic services.
- ii. To abide by the directions of the local authority in matters relating to roads and building, public health, safety, convenience and sanitation.
- iii. Not to use the allotted property in any manner, whatsoever, which may give rise to a nuisance or disparagement, annoyance or inconvenience to the neighborhood or public in general.
- iv. To keep intact the structural integrity of the allotted property without prior permission of the Authority and to keep the boundaries of the properties well defined.
- v. Not to obstruct the Authority or its representatives from inspecting the same whenever required by the Authority.

28. VIOLATIONS BY THE AGREEMENT/LICENCE CONDITIONS AND PREMATURE DETERMINATION:

In the event of the allottee violating the conditions of the lease deed, rent-own agreement or license agreement, as the case may be, or non-fulfillment of the responsibilities as stated in Regulations-28 and Regulation-29, such violation may invite action for determination of allotment before expiry of the lease, rent-own or license period, as the case may be subject to the decision of the Authority in a case to case basis.

Prior notice for show cause shall be issued before determination.

CHAPTER –VII

ADMINISTRATION OF COMMON AREAS & SERVICES**29. FORMATION OF REGISTERED ASSOCIATION:**

- i. All persons who have been allotted with a property and grouped together in a project for availing common facilities and services within the project area as determined by the regulation shall constitute themselves into a Registered Association as per the provisions of the Odisha Apartment Ownership Act, 1982 and as amended there to. All the members shall be abide by the provision of the said Act..
- ii. The common area shall be handed over to the Registered Association of as per the provisions of the Odisha Apartment Ownership Act.
- iii. The Registered Association shall manage the common area and services as per the Provisions of the Apartment Ownership Act.
- iv. The Registered association shall be abide by the Apartment Ownership Act and rules made there under.
- v. All the allottee in case of housing/ commercial project comprising of flats/apartments shall enroll as a member of the Registered Association (if any) within **one month** of the provisional allotment failing which possession of the property shall not be delivered to the allottee.
- vi. If allotment of a constituent member is cancelled by the Authority then such member shall cease to be the member of the Registered Association with immediate effect and Registered Association is duty bound to inform same to all other constituent members and take further steps as decided by the Authority.
- vii. On transfer of the ownership which is duly approved by the Authority, the transferee shall be taken in by the Registered Association as constituent member on terms and conditions, as applicable to other constituent members.
- viii. If a fresh allotment is made by the Authority for any of the vacant property in the project, the new allottee shall become the member of Registered Association.

However the Authority shall have the rights to alter or amend the above provisions in line with the relevant applicable laws.

30. TRANSFER OF COMMON AREAS & SERVICES IN REAL ESTATE PROJECT(S) COVERED UNDER THE PURVIEW OF RERA ACT.

Allotment of common areas and services in real estate project(s) covered under the purview of RERA Act. shall be handed over to the association of allottees in the manner as specified under the Real Estate (Registration & Development) Act 2016 with amendment(s) made time to time and/or such another Act(s), Rule(s), Regulation(s) framed thereunder.

31. TRANSFER OF COMMON AREAS & SERVICES IN REAL ESTATE PROJECT(S) NOT COVERED UNDER THE PURVIEW OF RERA ACT.

i. Allotment of common areas and services in real estate project(s) and/or commercial project(s) not covered under the purview of RERA Act 2016 shall be handed over to the owner's association in the manner as specified under the Apartment Ownership Act 1989 with amendment(s) made time to time and/or such another Act(s), in case repealed, Rule(s), Regulation(s) framed thereunder.

ii. The Authority however, shall have power requiring the local authority assume responsibility of such area(s) and/or common amenities forming part of any project(s) as provided under Section 113 of the ODA Act, 1982 on such terms and conditions agreed with the concerned local authority. In case not agreed upon, by such local authority, on such terms and conditions settled by the State Government on a reference being made in this regard.

CHAPTER-VIII

**ALLOTMENT UNDER AFFORDABLE HOUSING AND SLUM DEVELOPMENT
SCHEMES**

32. AFFORDABLE DWELLING UNITS:

The Bhubaneswar Development Authority may from time to time allot dwelling units to families belonging to the Economically Weaker Sections (EWS) and Lower

Income Group (LIG) as per the relevant policy of the State Government to families. Since, such dwelling units being highly subsidized and constructed using public money under the social welfare policy of the state, the applicant has to satisfy additional eligibility criteria specified in Odisha Housing For All Policy for Urban Area (as amended from time to time) by Govt. and abide by all additional terms and conditions mentioned herewith,

- 1) Dwelling unit i.e. flat/apartment shall be occupied by the allottee within six months of taking over the possession of the same.
- 2) All the provisions of the Odisha Housing for All Policy for Urban Areas (as amended from time to time) shall apply mutatis mutandis to the dwelling units constructed and allotted under these regulations.

33. ALLOTMENT OF DWELLING UNITS UNDER SLUM REDEVELOPMENT PROGRAMME:

In case a dwelling unit is to be allotted as part of resettlement and rehabilitation of slums and is to be allotted to eligible slum dwellers, then additional requirements of eligibility and additional terms and conditions as required under relevant resettlement and rehabilitation policy of the State Government shall be adhered to.

34. REDEVELOPMENT PROVISIONS IN CASE OF LICENSEE, PURCHASER AND TENANT:

The Authority may prepare and notify a scheme for redevelopment of properties and in such cases, allottees shall be bound to participate in such scheme as per the following norms, namely:

- 1) In case of license, they must vacate the premises for redevelopment within sixty days of approval of the scheme, failing which license shall be deemed to have been cancelled and such licensee shall be summarily evicted without any further notice. In the event of such cancellation all the deposits made by the licensee shall be forfeited. However, the licensee shall be entitled to

allotment of a property which shall not be less than the size of the original property on similar terms and conditions in the redeveloped property or as decided by the Authority.

- 2) In case of rent-own, the redevelopment scheme shall be taken up if more than eighty percent of the allottees of the property in the project area have agreed to the provision of the redevelopment scheme prepared by the Authority.

CHAPTER-IX

SPECIAL PROVISIONS

35. DELEGATION OF POWER:

The Authority may delegate any or all of its powers under these regulations to the Vice-Chairman or any member or any officer of the Authority.

36. ADMINISTRATION OF REGULATIONS AND DELEGATION OF POWERS:

These regulations shall be administered by the Vice-Chairman, Bhubaneswar Development Authority. However, the Vice-Chairman may by prior approval of the Authority, delegate the powers to any officer of the Authority.

37. POWER TO PREPARE MANUAL FOR ALLOTMENT OF PROPERTY:

The Authority shall prepare a manual on Allotment of properties on the basis of these regulations, wherein detailed standard operating procedures shall be laid down by the Authority and the same shall be prepared within sixty days of the notification of these regulations in the Official Gazette and a copy of such manual shall be made available on the official website of the Authority.

38. DECISION OF THE AUTHORITY TO BE BINDING:

If any doubt arises, relating to the interpretation, scope or application of these regulations, the decision of the Govt. of Odisha / Authority shall be final and binding forthwith.

39. POWER TO RELAX REGULATIONS:

In exceptional cases where the Authority is satisfied that implementation of any provision of these regulations causes hardship in general or it contradicts provisions of any act and that relaxation is necessary or expedient in public interest, the Authority may relax the provisions of these regulations in respect of the rate or other charge, interest, penalty, conditions imposed in relation to any allotment.

40. DIRECTION OF THE STATE GOVERNMENT TO BE SUPPLEMENTARY TO THE REGULATIONS:

The directions given, from time to time, by the State Government shall be supplementary to, but not in derogation of, the provisions of these regulations.

41. CONFLICT BETWEEN THE REGULATIONS AND CONDITIONS OF ALLOTMENT:

In the event of any conflict between the provisions of these regulations and the conditions of the lease deed, conditions of the rent-own agreement and license the provisions of these regulations shall prevail.

CHAPTER-X**REPEAL AND SAVINGS****42. APPLICABILITY TO EXISTING PROJECTS:**

All or any of the provisions of these regulations may be made applicable to the existing projects to such extent, as may be notified by Authority, from time to time of the redevelopment scheme prepared by the Authority.

i. The Bhubaneswar Development Authority Property (Management and Allotment) Regulation, 2015 is hereby repealed.

ii. Notwithstanding such repeal, all or any provisions of this Regulation may be made applicable to the existing project(s) to such extent as may be notified by the Authority from time to time.

In case any doubt arises with respect to interpretation of these rules or in case of any dispute in interpretation of the provisions of this regulation, the decision of the Govt of Odisha/Authority shall be final.

By Order of the
Bhubaneswar Development Authority

KABINDRA KUMAR SAHOO
SECRETARY
Bhubaneswar Development Authority
Bhubaneswar