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BHUBANESWAR DEVELOPMENT AUTHORITY, BHUBANESWAR

NOTIFICATION

The 17th November 2015

No. 31100—Whereas, the draft of Bhubaneswar Development Authority Property (Management and Allotment) Regulations, 2015 was published as required under Section 125 of the Odisha Develop,ment Authorities Act, 1982 (Odisha Act 14 of 1982) in the extraordinary issue No. 1280 dated the 1st September 2015 of the *Odisha Gazette* issued under the Notification No. 23935, dated the 27th August 2015 of the Bhubaneswar Development Authority inviting objection and suggestion from all persons likely to be affected thereby till the expiry of a period of fifteen days from the date of publication of the same in *Odisha Gazette*;

And whereas, objections and suggestions received during the period specified above have been duly considered by Bhubaneswar Development Authority.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 124 of the Odisha Development Authorities Act, 1982 (Odisha Act 14 of 1982), Bhubaneswar Development Authority do hereby makes the following Regulations, namely :—

CHAPTER - I.

GENERAL

1. Short Title, Application and Commencement :

(1) These regulations may be called the Bhubaneswar Development Authority Property (Management and Allotment) Regulations, 2015.

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(2) These regulations shall apply to those schemes of Bhubaneswar Development Authority in which dwelling units or commercial units are to be allotted by way of sale or hire-purchase or on license by the Authority.

(3) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions :

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

(a) "Act" means the Odisha Development Authorities Act, 1982;

(b) "Agency Agreement" means an agreement entered into between the Authority and the Registered Agency in regard to common areas and common services;

(c) "Brochure" means the booklet containing information relating to allotment of land or building for residential, commercial or industrial purpose along with other details with regard to terms and conditions and procedure of such allotment;

(d) "Commercial Project" means 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 intended for recreation and ventilation;

(e) "Commercial Unit" means a built up property or developed plot or a part thereof, which is used or is intended to be used by any person for the purpose of commercial use;

(f) "Common Areas" means those areas of the plot or premises or buildings which are in common use and includes the lands, gateway, enclosure, compound walls, parks, open ground, passages, columns, girders, beams, supports, main wall, roots, halls, lobbies, fire escapes, parking

areas, corridors, staircase, fitting, fixture, light, if any, any installation whether for water supply or drainage or lighting or for any other purpose and all such facilities which are used or intended to be used in common as notified by the Authority;

(g) "Common Services" in relation to common areas, means the services which are required for maintenance, upkeep and management of the premises or plot and building areas including the common portions, use of which shall be regulated by the Registered Agency concerned;

(h) "Disposal Price" or "hire-purchase Price" or "License Price" in relation to a property, means such price as may be fixed by the Authority, respectively, for allotment of property by sale, hire-purchase or license;

(i) "Documental Charges" means charges incurred in relation to a document or documents executed in pursuance of these regulations and includes all charges such as stamp duty, registration fee, written charges, printing charges and plan charges etc.;

(j) "Dwelling Unit" means a property that is homestead land or building or a part thereof which is used or is intended to be used by a family for habitation only;

(k) "Eligible Person" means a person who is entitled to the allotment of a particular property in accordance with the provisions of these regulations, manual and provisions of scheme given in the Brochure;

(l) "Flat" means 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;

(m) "Family" in relation to an allottee, means husband, wife and unmarried children;

(n) "Hire-purchase" or "Hire-purchase System" means a system in which a participant takes steps to secure rights in a property under a scheme by payment of an initial deposit and also a specified number of monthly installments spread over a specified number of years during which he

remains a tenant on the terms and conditions set forth for the purpose and on the expiry of the said years, ceases to be a tenant and becomes purchaser of the property after payment and clearance of all dues and "Hire-purchase Agreement" shall be construed accordingly;

(o) "Housing Project" means a group of dwelling units built by the Authority for dwelling purposes and may comprise all or any of the following; namely:—

(i) a dwelling unit;

(ii) land under and appurtenant to such dwelling unit ;

(iii) roads and paths, sewers, storm water drains, water supply and ancillary installations, street lighting and other similar amenities;

(iv) open spaces intended for recreations and ventilations;

(v) convenient shopping, schools, community hall or other amenity for common use;

(p) "Property" means a dwelling unit or commercial unit or plot of developed land or building and all improvement and structures thereon and includes common portions and common services thereof;

(q) "Property Pllotment Committee" means a committee constituted under Regulation 23;

(r) "Registered Person" means a person, who has registered himself online on official website of Bhubaneswar Development Authority in accordance with the provisions of these regulations and has been assigned with a Unique Account Number;

(s) "Registered Agency" means a body registered under these regulations for carrying out the provisions of these regulations and agreement made thereunder relating to common areas and common services till a society of owners is formed under the provisions of Odisha Apartment Ownership Act, 1982 for maintenance, management of the common areas and facilities;

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(t) "Scheme" means a scheme prepared and implemented by the Authority for creation of one or more Housing Project or Commercial Project or for other purpose; and

(u) "Sites" means sites formed in the layouts as determined by the Authority with different dimensions for allotment to persons belonging to Economically Weaker Section, Low, Middle and Higher Income.

(2) Words and expressions used in these regulations but not defined shall have the same meaning as assigned to them in the Odisha Development Authorities Act, 1982 and rules made thereunder and Bhubaneswar Development Authority (Planning and Building Standards) Regulations, 2008, as amended, from time to time.

CHAPTER - II

TERMS AND CONDITIONS FOR ALLOTMENT OF PROPERTY

3. Administration of Regulations and Delegation of Powers— These regulations shall be administered by the Vice-Chairman and subject to the approval of the Authority, he may, by order, delegate his powers to any officer of the Authority.

4. Execution of Agreements—All agreements made under these regulations shall be executed by the Vice-Chairman or such other officer as may be authorized by the Authority in this behalf.

5. Fixation of price and mode of allotment— The authority shall allot all or any of its property ordinarily by any of the following modes on payment of the prices as fixed by the Authority, namely:—

(a) Allotment by sale: The allotment of property may be made by sale of property and the allottee in such cases shall be known as purchaser and the total price of the property fixed by the Authority shall be termed as disposal price.

(b) Allotment by hire-purchase: The allotment of property may be made under hire-purchase system as described in these regulations and the allottee in such cases shall be known as hirer and the total price of the property fixed by the Authority shall be termed as hire-purchase price.

(c) Allotment by License: Authority may allot a property under License Agreement as described in these regulations. In such cases, allottees only get an authorization to use the property for a period of time as decided by Authority under such License Agreement. In these cases allottee shall be known as Licensee and he shall pay a license price, which shall include EMD, advance license fees and a monthly license fees as decided by the Authority and as per terms and conditions of the license agreement.

6. Eligibility for allotment for dwelling units— The dwelling unit shall be allotted only to such family, who is not the owner of any freehold or leasehold dwelling unit or plot of land within the jurisdiction of the Bhubaneswar Development Authority and subject to such other conditions stipulated in the Brochure.

7. Eligibility of allotment for commercial unit— The commercial unit shall be allotted only to such applicant, who is an individual or a Company or Partnership Firm or Proprietorship Firm having a valid Trade License issued by concerned Local Body, where the commercial unit is situated and may also require to furnish such other documents as may be directed by the Authority, from time to time.

8. Mode of Allotment :

(1) All the properties shall be allotted by mode of a Lottery or Auction in a transparent manner from amongst all the eligible applicants, who have successfully registered and applied as per conditions of the Brochure subject to the provisions of these regulations.

(2) In case of auction, the eligibility criteria, mode and method of allotment shall be as prescribed in Bhubaneswar Development Authority Land (Disposal and Allotment) Regulations, 2015 made for the purpose.

9. Allottee to be a member of Registered Agency— Every allottee shall enroll himself or herself as a member of the Registered Agency, which shall be registered as provided in these regulations and no allottee shall be entitled to the delivery of possession of the property unless such allottee has enrolled as a member of the Registered Agency.

10. Use of property— The property allotted shall be used for such purpose as specified in the agreement or allotment letter, as the case may be.

11. Payment of documental charges— All documental charges shall be payable by the allottee.

12. Payment of rates, fees, etc.— All rates, fees, taxes, charges, as per the assessments made by the Municipality or otherwise and other levies of whatsoever nature, shall be paid by the allottee or the Registered Agency, as the case may be, and which shall be payable within such period as specified in this behalf :

Provided that in case of failure on part of the allottee or the Registered Agency to make such payment, the Authority shall have the power to recover the dues as arrears of land revenue under Odisha Public Demands Recovery Act, 1962.

13. Manner of payment of disposal price by the purchaser :

(1) When a property is decided to be disposed of by sale, every applicant shall make an initial deposit of amount equal to ten percentum of disposal price of the property rounded to the next hundred along with the application and such initial deposit shall be non-interest bearing.

(2) An applicant to whom the property has been allotted by sale, shall pay the balance amount of the disposal price after adjustment of the initial deposit within such period as may be specified in the allotment letter.

(3) Authority shall have the sole and exclusive right over the deposit(s) till it is adjusted or refunded with or without deduction as provided in these regulations.

(4) If the applicant fails to pay the balance amount within the specified period, the allotment shall be cancelled and a sum of money equal to ten percentum of the disposal price or twenty percentum of the total deposits made by him, whichever is higher, as on the date of cancellation, shall be forfeited and the balance amount shall be refunded :

Provided that the Vice-Chairman may, at its sole discretion, accord relaxations in payment schedule, on case to case basis, for a maximum period of six months and such relaxation shall be subject to payment of interest at the rate of twelve percentum per annum on the balance amount for the extended period.

(5) The deposit specified in sub-regulation (1) shall be refunded within sixty days from the day of completion of lottery to the applicants who have not allotted with a property.

14. Manner of Payments of hire-purchase price :

(1) The hire-purchase deposit shall be a sum as may be decided by Authority, from time to time and such deposit shall be non-interest bearing which shall be payable along with the application and the same shall be adjusted after the expiry of the hire-purchase period at the time of execution of the deed of transfer.

(2) The Authority shall have the sole and exclusive right over the hire-purchase deposit till such time it is adjusted on the execution of the deed of transfer or refunded with or without deduction as provided in these regulations and the Agreements made thereunder.

(3) If the hirer fails to pay the amount or fails to fulfil the requirements as specified in the allotment letter then the allotment of property to hirer shall be cancelled and a sum equal to twenty percentum of the total deposit on date shall be forfeited and the balance amount shall be refunded to the hirer within sixty days from the date of such cancellation.

(4) The hire-purchase period shall be for a maximum period of fifteen years unless otherwise specified by the Authority.

(5) Subject to sub-regulation (4), the balance hire-purchase price of the property including interest thereon at such rates as may be specified by the Authority shall be recovered within one hundred eighty monthly installments and the amount of installment shall be fixed in the Scheme Brochure:

Provided that if monthly installment is not paid by the 10th of the month in which it falls due, then the hirer shall be charged penal interest at the rate of eighteen percentum per annum on the defaulted amount for the period of default:

Provided further that if the hirer defaults for more than three successive months then the allotment made to such hirer shall be liable to be cancelled and in such case, conditions of sub-regulation (3) shall apply *mutatis mutandis* :

Provided also that on receipt of an application from the hirer, the Vice-Chairman may, subject to such restrictions and conditions as may be imposed by the Authority, permit the payment of the outstanding hire-purchase price together with interest and other dues, if any, to be made in lump sum on a date prior to completion of the hire-purchase period.

(6) The deposit specified in sub-regulation (1) shall be refunded within sixty days from the day of completion of lottery to the applicants who have not been allotted with the property.

15. Manner of payments of License price by the Licensee :

(1) The applicants shall deposit a lump sum amount as Earnest Money Deposit as determined in the Brochure and such deposit shall be non-interest bearing and which shall be payable along with the application.

(2) The successful applicant shall also pay advance license fees before signing of the license agreement, which shall be equal to the license fees for a particular number of months, as indicated in the Brochure.

(3) Subject to the other provisions of these regulations, the Licensee shall pay a monthly license fee to the Authority as determined in the Brochure.

(4) If such license fee is not paid by the 10th of the month in which it falls due, then the Licensee shall be charged penal interest at the rate of eighteen percentum per annum on the defaulted amount for the period of default :

Provided that if the Licensee defaults for more than two successive months, then he shall be liable to be evicted without any notice by the Authority and any damage arising during the course of such eviction shall be the sole responsibility of the Licensee.

(5) The Earnest Money Deposit along with advance license fees shall be refunded to the Licensee on completion of the License period or on termination of License Agreement, after clearance and adjustment of all other dues.

(6) The Earnest Money Deposit amount shall be refunded to the unsuccessful applicants within sixty days from the date of conduct of lottery for allotment.

(7) The Authority shall have the sole and exclusive right over the Earnest Money Deposit and the advance license fees till it is adjusted or refunded with or without deductions as provided in these Regulations and License Agreement.

16. Payment of Charges for Maintenance of Roads etc.— The allottee or the Registered Agency, as the case may be, shall be liable to pay such charges, if any, incurred by the Authority on the maintenance of roads, water supply, drainage, street lighting and other Civic Services provided within a Housing or Commercial Project.

17. Administration of common areas and Services by the Registered Agency :

(1) The Registered Agency shall be responsible for the maintenance, upkeep, running, control and regulation for use of common portions and common services of each block in a housing or commercial project and it shall be the duty of such Agency to administer these common areas and common services in accordance with the provisions of the relevant Agreement.

(2) The allottee shall be liable to pay to the Registered Agency, the charges for this purpose, as decided by the Registered Agency in its General body meeting and in case of failure on the part of the allottee to make such payment, the Registered Agency shall be empowered to disconnect utility connections and on written request from the Registered Agency the Authority shall have the power to recover such amount as arrears of land revenue under Odisha Public Demand Recovery Act, 1962 and transfer the same to the Registered Agency.

CHAPTER – III

PROCEDURE FOR ALLOTMENT OF PROPERTY

18. Issue of public notice— The Vice-Chairman or the officer authorized by him in this behalf shall cause a public notice to be issued, inviting applications for the allotment of property which shall be published on Official Website of the Authority and also published as per provisions of Section 106 of the Act.

19. Form of application— The application shall be made available online in the form as specified by Authority.

20. Entry of application in register— All applications as received shall be entered serially, categorywise, in the application register, which shall be maintained manually or electronically.

21. Application to be acknowledged— Every applicant shall be given an acknowledgement by way of an electronic mail or SMS or printed receipt.

22. Rejection of invalid applications— Any application which is received incomplete in any respect shall be liable to be rejected as invalid.

23. Constitution of Property Allotment Committee— The Authority shall, for the purpose of allotment of property under these regulations, constitute a committee under Section 6 of the Act to be called the Property Allotment Committee (hereinafter called the "committee") which shall consist of following six members including the Vice-Chairman, namely:—

(a) The Vice-Chairman, who shall be the Presiding officer;

(b) Director (Housing) of Housing & Urban Development Department;

(c) Director of Estates, General Administration Department;

(d) Collector of the district in which the project is located;

(e) Finance Member of the Bhubaneswar Development Authority; and

(f) Secretary of the Bhubaneswar Development Authority, who shall be the member-convener of the committee.

24. Scrutiny of applications— The Committee shall determine the eligible applicants out of the applications received for allotment and the decision of the Committee in this regard shall be final.

25. Draw of lots :

(1) The allotment of property to eligible applicants shall be made by draw of lots in presence of independent observers and under supervision of the Committee.

(2) Where the number of eligible applicants exceeds the number of properties, lots shall be drawn only to the extent of the number of properties available for allotment:

Provided that, if numbers of applicants are less than available properties then, lot shall be drawn to allot a particular property in the project to a particular applicant.

26. Formation of groups of allottees— The Committee shall, thereafter, prepare a final list of allottees and shall place them in such group or groups as may be desired expedient for the purpose of constituting a Registered Agency.

27. Entry of final list of allottees in a register— On the basis of the final list of allottees drawn by the Committee, an allotment register shall be prepared in which names and other particulars of allottees shall be entered.

28. Intimation about allotment— Intimation about allotment shall be sent to all persons selected for allotment whose names have been entered in the allotment register and the same shall also to be published on Official Website of the Authority.

29. Intimation about grouping of allottees— Intimation about allotment mentioned in Regulation 28 shall include the grouping of allottees for the purpose of formation of Registered Agency as determined by the Committee.

30. Powers to decide representations— The Committee shall have full powers to decide representations, if any, with regard to the selection of applicants for allotment of property.

CHAPTER – IV

EXECUTION OF AGREEMENTS, DEEDS, HANDING OVER OF POSSESSION AND TRANSFER OF OWNERSHIP

31. Disposal of property by sale, handing over of possession and transfer of ownership :

(1) When the property is disposed of, by sale, by the Authority to the purchaser, following conditions must be fulfilled before handing over the possession and transfer of ownership, namely:—

(a) purchaser has made the required payments ;

(b) Registered Agency has been constituted and duly registered under these regulations for maintenance of common areas and common services in the project ;

(c) purchaser has enrolled himself or herself as a member of such agency

(2) When the property is disposed of by way of sale, the purchaser shall become the owner only after the full disposal price and payment of all other dues by him to the Authority and the transfer of the property has been effected through a lease-*cum*-sale deed executed in such form as may be prescribed by the Authority and the maintenance of common areas and common services have been transferred to the Agency through an agreement executed in such form as may be prescribed by the Authority.

(3) The possession of common areas and common services of the project is to be taken over by the Registered Agency, concurrently.

32. Allotment of property under Hire-purchase system and handing over of possession :

(1) Each one of the hirers forming a Registered Agency shall execute a Hire-purchase agreement in such form as may be specified by the Authority.

(2) The Registered Agency of which such hirer is a member shall also execute an agreement in such form as may be specified by the Authority with regard to maintenance of common areas and common services.

(3) Every hirer shall before executing the said agreement pay to the Authority the installment of the price as provided in Regulation 14.

(4) The possession of the property shall be handed over to the hirer on the completion of the following events, namely:—

(a) The hirer has paid all the installments due and such other dues as have been demanded by the Authority ;

(b) The hirer has executed the agreement mentioned in sub-regulation (1) ;

(c) The Registered Agency of which the hirer is a member has been duly registered in the manner specified by regulation and such Agency has executed an agreement with the Authority as provided in sub-regulation (2).

(5) The possession of the common areas and common services shall be handed over to the Registered Agency after such Agency has executed the agreement prescribed in sub-regulation (2).

(6) During the Hire-purchase period, a hirer shall remain as a tenant of the Authority and shall have no other rights except that of tenancy and during such period he shall abide by the tenancy stipulations as specified in the Hire-purchase Agreement.

(7) The hirer or the Registered Agency, as the case may be, shall abide by the terms of the agreement and in case they fail to do a thing or refrain from doing things as required by the agreement executed under these regulations, the Authority shall have the power to get such things done or prevent such things being done at the risk and cost of the defaulting party.

(8) The hirer shall cease to be a tenant and shall become the owner of the property only after the last installment of Hire-purchase and all other dues have been

paid by him to the Authority and the transfer of the property to him has been effected through a deed executed in such form as may be specified by the Authority and the maintenance of common portions and common services have been transferred to the Agency through an agreement executed in such form as may be specified by the Authority.

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

(a) The licensee must have enrolled himself or herself as the member of the Registered Agency meant for maintenance of common areas and common services of the project where the allotted property is located ;

(b) The licensee must have paid the advance license fee as decided by the authority ;

(c) The licensee must have cleared all the charges, taxes etc. ;

(d) The licensee must have executed the license agreement.

34. Transfer of ownership of the property by the purchaser or hirer— The transfer of ownership of the property by the purchaser or hirer, as the case may be, shall be permitted subject to following conditions, namely:—

(a) Minimum lock-in period of five years from the date of transfer of ownership as specified in Regulations 31 and 32 for purchaser and hirer, respectively, or from the date of handing over of possession of the property whichever is earlier.

(b) Such transfer shall be allowed on consent fees, which shall be equal to twenty-five percentum of the differential amount between the original disposal or Hire-purchase price of the property and market price of property on date of transfer by allottee to transferee and the detailed process for same shall be such as specified by the Authority.

(c) After such transfer is allowed, the transferee must become member of the Registered Agency and shall abide by the terms and conditions of the Agency Agreement.

(d) The transferee should also be eligible as per the eligibility criteria prescribed in Regulation 6 or 7, as the case may be.

(e) Other terms and conditions as decided by Authority, from time to time.

35. Mortgage of the property :

(1) The Authority may allow the purchaser of a property to mortgage such property allotted to him through sale after taking due permission from the Authority.

(2) If such permission to mortgage is requested before execution and registration of lease-*cum*-sale deed, then mortgage shall be allowed only for the purpose of availing loan for financing such properties allotted to him.

(3) A tripartite agreement between the Authority, the lender and the allottee shall be signed which shall contain the terms and conditions of such mortgage which shall be subject to the terms and conditions, as may be decided by the Authority, from time to time.

(4) If such permission is requested after the lease-*cum*-sale deed has been executed and registered between the Authority and such allottee, then the Authority may issue No Objection Certificate to such purchaser by following the process and on such terms and conditions as decided by the Authority, from time to time.

(5) In case of properties allotted on hire purchase system, mortgage can be allowed after the completion of hirepurchase period and where execution and registration of deed of transfer has been completed:

Provided that the Authority may allow mortgage through a Tripartite Agreement between hirer, lender and Authority only for the purpose of availing loan for making all the payments as due to the Authority, which shall be subject to such terms and conditions as decided by Authority, from time to time.

36. Mutation of the property— The mutation of the property in favour of legal heirs shall only be allowed upon death of the original allottee and the same shall be subject to following conditions, namely:—

(a) Submission of Legal Heir Certificate from the appropriate Revenue Authority, but in case of dispute between the heirs, succession certificate may be insisted upon.

(b) An Indemnity Bond to be signed by all legal heirs for indemnifying the Authority against any future claims, objections and charges.

(c) All documental charges shall have to be paid by the legal heirs.

(d) Any other conditions, specified by the Authority from time to time.

37. Lease deed for land under flats :

(1) The land under and appurtenant to a property shall be allotted on lease hold basis to each owner of the property on the principle of undivided proportionate share and such other terms and conditions as may be determined by the Authority.

(2) A lease deed for the land specified in sub-regulation (1) shall be drawn up and executed in such form as may be specified by the Authority.

38. Freehold rights over dwelling units :

(1) The Authority may settle the dwelling units on freehold basis in favour of individual allottee, if such allottee has been the owner of the property after signing of lease-*cum*-sale deed for a period of five years.

(2) Such settlement shall be done on payment of twenty percentum of prevailing Bench Mark Value of the land as applicable on the date of final approval in each individual case.

(3) The process followed by the General Administration Department for the same shall be followed *mutatis mutandis* by the Bhubaneswar Development Authority and on the basis of this, conveyance deed will be signed between the Authority and the allottee :

Provided that in case of dwelling units allotted under the Hire-purchase system, the stipulation of five years may not be insisted upon, if the hirer was already in possession of the built up dwelling unit for a period of five or more years, before transfer of ownership to him in accordance with sub-regulation (8) of Regulation 32 and the Authority may allow signing of conveyance deed directly on payment of charges as provided in this regulation

CHAPTER - V

REGISTERED AGENCY

39. Formation and Functions of Registered Agency— All persons who have been allotted with a property and grouped together in a project for achieving common benefit out of that project as determined by regulation, shall constitute themselves into a Registered Agency under these regulations and the objects of such Agency shall include the following, namely:—

(a) To discharge such duties and responsibilities as are specified in these regulations and the Agreements made thereunder for the proper maintenance, running, up-keep and keeping in good repair common areas and common services of such property in good conditions as have been allotted to its constituent members.

(b) To pay on behalf of the Agency and on behalf of each constituent member of such Agency all rates, taxes, fees, charges as per the assessments made by municipality or otherwise and other levies of whatsoever nature as provided in the regulations and agreements executed with the Authority.

(c) To look after the interest of all the constituent members

(d) To execute with the Authority an agreement for maintenance & management of common portions & common services in such form as may be specified by the Authority.

40. Constitution of Registered Agency— The constitution of the Agency and the bye-laws governing its functioning shall be such as may be approved by the Authority.

41. Application for registration— Every such Agency shall make an application to the Vice-Chairman for registration under these regulations.

42. Registration of Agency :—

(1) The Vice-Chairman, after being satisfied that the constitution of the Agency is in consonance of these regulations, shall register such Agency and issue a certificate of registration to the Agency and a certificate of membership to each constituent member of the Agency.

(2) The Registered Agency, shall, if so directed by the Vice-Chairman the Agency, get itself registered under the Societies Registration Act, 1860 within such period as may be specified in the scheme Brochure.

43. Execution of Agreements with the allottees— No deed of transfer shall be executed with the individual allottee until the registration of the Registered Agency has been completed in accordance with the allotment letter issued to such allottees.

44. Election of Managing Committee— The Vice-Chairman or Officer authorized by him shall, as soon as possible, call a meeting of the Registered Agency for electing a President, Vice-President, Secretary, Treasurer and minimum three other members who shall, together, constitute the Managing Committee of the Agency.

45. Execution of Agreement— The Registered Agency shall, within such period as may be directed by the Vice-Chairman, execute an Agreement with regard to management and maintenance of the common area and common services with the Authority.

46. Responsibility of Registered Agency about Services— The Registered Agency and each of its constituent member shall ensure that there shall be,—

(a) no damage or deterioration caused to the common area facilities and services handed over to the Registered Agency by way of the Agreement executed under these regulations;

(b) no installation or equipment connected with or provided as part of water supply, sewerage, storm water drainage, electricity or other service tampered with;

(c) no construction within the property, otherwise than with the prior sanction of the competent authority;

(d) no obstruction to a person duly authorized by the Registered Agency in the discharge of his duties in connection with the matters arising out of the management of the property and maintenance of common area facilities and services ; and

(e) no obstruction or misuse of common area which includes, —

(i) unauthorized occupation of common passages, staircases, lift approaches and the like;

(ii) throwing garbage or refuse at places other than the designated spaces;

(iii) parking of vehicle at space other than the designated parking place obstructing the free movement; and

(iv) creating insanitation or nuisance etc.

47. Liability of Constituent Members— The liability of each constituent member shall be limited to the liability mentioned in the bye-law of the Registered Agency and as laid down in these regulations.

48. Control by the Vice-Chairman over the affairs of the Registered Agency— The Vice-Chairman as the registering authority shall have the power to, —

(a) call for information from the Managing Committee or any constituent member of the Agency in connection with the, —

(i) affairs of the Agency;

(ii) management of the Housing project; and

(iii) relations between a constituent member and the Agency.

(b) call an extraordinary meeting of the Managing Committee or of the General Body of the Agency, if in his opinion such a meeting is necessary or desirable;

(c) inspect, on a complaint being made, such record and accounts of the Agency as he may deem fit;

(d) issue any directive for securing the efficient functioning of the affairs of the Agency or management of the housing or commercial project, as the case may be, which shall be binding on the Agency; and

(e) revoke the registration of the Agency for good and sufficient reasons and where the registration of an Agency has been revoked, the Vice-Chairman may either direct the formation of a new Registered Agency or take over functioning of the Registered Agency himself or by the officer of the Authority in his behalf.

49. Settlement of disputes— If any dispute or difference of opinion arises between the Managing Committee and a constituent members or amongst members themselves or between any party connected with the property by which the Agency and the constituent members are concerned in terms of agreements with the Authority, such dispute or difference of opinion shall be decided by the Vice-Chairman after hearing the parties concerned and such decision of the Vice-Chairman in this regard shall be final and binding on all.

50. Change of constituent member of Registered Agency :—

(1) If allotment of a constituent member is cancelled by the Authority then such member shall cease to be the member of the Registered Agency with immediate effect and Registered Agency is duty bound to inform same to all other constituent members and take further steps as decided by the Authority.

(2) On transfer of the ownership which is duly approved by the Authority, the transferee shall be taken in by the Registered Agency as constituent member on terms and conditions, as applicable to other constituent members and no additional levy or fees can be charged by Registered Agency.

(3) 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 Agency.

51. Federation of Registered Agencies— Whenever the Authority considers it necessary or expedient, it may direct all Registered Agencies in a housing or commercial project, as the case may be, to form a federation of such Registered Agencies for securing the management, upkeep and running of common amenities, till such time the amenities are not transferred to the local authority.

52. Transfer of Common Services to Local Authority— When a 'housing or commercial project' has been developed by the Authority, the Authority may require the local authority within whose limits such 'housing or commercial project' is situated, to assume responsibility for the maintenance of all or any of the following amenities, namely:—

(a) Roads and paths, sewers, storm water drains, water supply and ancillary installations, street lighting and other similar amenities.

(b) Open spaces intended for recreation and ventilation

(c) Convenient shopping, school, community hall or other amenity of common use and enjoyment on such terms and conditions as may be agreed upon between the Authority and that local authority.

CHAPTER - VI

ONLINE ALLOTMENT OF DWELLING AND COMMERCIAL UNITS

53. Online Registration— A person who wants to participate in the process of allotment of any property of the Authority shall be required to register Online in the Official Website of Authority and the Online Registration shall require to capture bio-metric data or submission of Unique Identification Authority of India (UIDAI) / AADHAAR number of all family members above five years of age at the time of registration.

54. Unique Account Number (UAN)— On the basis of Online Registration, a Unique Account Number (UAN) shall be generated and the same shall be used by the applicant for all transactions with the Authority.

55. Application for Property— As and when a public notice is issued for inviting applications for allotment of property by the Authority, the registered person shall apply online through Official Website of the Authority.

56. Facilitation Centre— Persons not having access to computer and internet can visit Facilitation Centres notified by the Authority for the purpose of Online Registration and application.

57. Draw of Lot— The draw of lottery for allotment of property shall be made on an IT Platform having randomization abilities in presence of independent observers and the detailed process shall be decided by the Authority from time to time.

58. Change of ownership, mutation, NOC, payment etc.—Any request for change of ownership, mutation, payment of dues or request for NOC etc. shall be made Online through the same Unique Account Number (UAN).

59. Transparency—All documents including affidavits submitted by the applicant shall be put up in public domain for the purpose of social auditing.

CHAPTER - VII

SPECIAL PROVISIONS

60. Affordable dwelling units :—

(1) A dwelling unit which is to be allotted as per the relevant policy of State Government to Economically Weaker Sections (EWS) and Lower Income Group (LIG) families, may have additional requirements of eligibility and additional terms and conditions for allotment of dwelling units, in view of such units being highly subsidized, out of public exchequer.

(2) Besides, the general eligibility criteria specified in Regulation 6, the applicant has also to satisfy the following additional eligibility criteria along with other terms and conditions of the allotment, namely:—

(a) Income eligibility criteria for applicants applying for EWS & LIG Housing shall be as determined by Government of Odisha from time to time.

(b) Dwelling unit i.e. flat/apartment shall be occupied by him within six months of taking over the possession of the same.

(c) Dwelling unit cannot be put on rent by the allottee

(d) The minimum lock-in period for transfer of ownership by the beneficiary shall be as determined by State Government, from time to time.

(e) Save as provided in these regulations, the ownership can only be transferred to another beneficiary, if such beneficiary is also eligible for allotment of an affordable housing unit and satisfies all the above criteria.

(f) All the provisions of these regulations will apply *mutatis mutandis* to the dwelling units constructed and allotted as per Affordable Housing Policy of State Government.

61. 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 policy of State Government shall be adhered to and in such cases, provisions of Regulation 60 shall also apply *mutatis mutandis*.

62. Redevelopment provisions in case of licensee, purchaser and hirer— 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:—

(a) In case of licensees, 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 and all deposits made by him shall be forfeited and if Licensee vacates the premises within stipulated timeline, then payment of monthly license fees shall be suspended during the period of redevelopment and he shall be entitled to allotment of a property, size of 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.

(b) In case of hirer and purchaser, the redevelopment scheme shall be taken up if more than eighty percentum of the allottees of the property where property is located, have agreed to the provision of the redevelopment scheme prepared by the Authority.

63. Refund by Authority— If any amount is due to be refunded by the Authority to a person, then Authority shall refund the same, to the applicant in their designated account, within sixty days from the date such refund is falling due and in case of failure to refund within this stipulated time, the Authority shall pay to the applicant simple interest at the rate of nine percentum per annum for such delayed period.

64. Auction of properties— All the dwelling units, allotments of which are cancelled for any reason shall be put to auction and the Authority shall also have power to decide for any other property to be disposed of by auction and for the purpose of auction of properties, the provisions of Regulation 8 shall apply, *mutatis mutandis*.

65. 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.

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

67. 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 may be laid down by the Authority and the same shall be prepared within sixty days of the notification of these regulations in Official Gazette and a copy of such manual shall be made available on the Official Website of the Authority for information of all concerned.

68. Removal of doubts— If any doubt arises, relating to the interpretation, scope or application of these regulations, the decision of the Authority shall be final.

69. Power to relax Regulations— In exceptional cases where the Authority is satisfied that operation of any provision of these regulations causes hardship in any particular case or, where the Authority is of the opinion that it is necessary or expedient in public interest to do so, it may relax the provisions of these regulations in respect of the rate or other charge, interest, penalty, conditions imposed in relation to any allotment, to such extent and subject to such conditions, as it may consider necessary for dealing with the case in a just and equitable manner which shall be done with the approval of State Government.

70. 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.

71. Conflict between the Regulations and provisions of Lease or Conveyance Deed— In the event of there being any conflict between the provisions of these regulations and the provisions of the lease or conveyance deed entered into by the Authority under the purview of these regulations, the provisions of these regulations shall prevail.

By order of the Authority

RANJAN KUMAR DAS

Secretary

Bhubaneswar Development Authority, Bhubaneswar

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