



**BHUBANESWAR DEVELOPMENT AUTHORITY**  
**AKASH SHOVA BUILDING,**  
**JAWAHARLAL NEHRU MARG, BHUBANESWAR – 751001**

No. 54707/BDA  
Planning - 320/2023

Dated 12.12.23

**OFFICE ORDER**

As per decision taken in the meeting held on Dt. 12.09.23 under the Chairmanship of Principal Secretary, H & UD Department, GoO, the following Planning Officers in Planning Department, BDA are authorized for acceptance and registration of the land free gifted by the applicants, in lieu of roads and open spaces; pertaining to their concerned divisions. The SOP enclosed herewith shall be followed for carrying out the process.

Sl.No.	Name of the Planning Officer	Planning Divisions
5	Sambit Shovan Mallick, ATP	Planning Division I
6	Omkar Mohanty, ATP	Planning Division II
7	Ms. Suparna Surabhita Das, ATP	Planning Division III

This order shall come in to force with immediate effect.

By order of Vice-Chairman,

54708  
Memo No...../ BDA,  
Copy to persons concerned for information & necessary action.

[Signature]  
Planning member

dated 12.12.23

54709  
Memo No...../ BDA,  
Copy to All Officers of Planning Branch/ All P.A.s/D.A.s for information and necessary action.

[Signature]  
Planning member

dated 12.12.23

[Signature]  
Planning member

**Standard Operating Procedure for acceptance and registration of  
Free Gift Applications**

1. The applicant shall submit the application for free gifting and draft gift deed in the enclosed format at **Annexure 1** along with requisite documents as specified in the aforementioned format after proper demarcation of the land to be free gifted.
2. After submission of application, the dealing assistant will verify the documents submitted and in case of incomplete application, the application shall not be received or rejected with intimation to the parties.
3. Dealing assistant will open the file and put up the application to Field Inspector for verification of correctness of the documents as per the checklist enclosed.
4. FI after verification will put up the file along with the checklist to Planning Officers of concerned divisions.
5. On receipt of the applications, the planning officers shall verify the same and in case of any deficiency in application, the same shall be intimated to applicant for compliance within 15 days. If the same is not complied within 15 days, then the application shall be summarily refused after giving 7 days of show cause period.
6. In case of any query regarding ownership, kism of land etc, views may be obtained Land Officer, BDA. The concerned land officer shall furnish his/her views within 3 days.
7. On satisfactory submission of application, the file shall be moved to Planning Member for approval. After approval, deeds shall be executed on signature of respective planning officers of concerned divisions followed by "Acknowledgement of taking over possession" on signature of both the parties.
8. The concerned Planning Officer shall ensure correction of ownerships over the said scheduled property in revenue or related records.

## ANNEXURE-1

### MODEL APPLICATION FORMAT FOR FREE GIFT OF LAND IN FAVOUR OF BHUBANESWAR DEVELOPMENT AUTHORITY

To,

**The Assistant Town Planner,  
Bhubaneswar Development Authority,  
Bhubaneswar.**

**Sub:- Request for accepting free Gift of Private Land in favour of BDA and Execution of Gift Deed.**

**Sir/Madam,**

I, Sri. \_\_\_\_\_, Owner/Power of Attorney Holder of M/s. \_\_\_\_\_, do hereby submit my/our application along with necessary documents for considering free Gift of private land in favour of BDA for the purpose of use by BDA including use for **Sub-Divisional Layout Plan** in Mouza- \_\_\_\_\_ of Tahasil- Bhubaneswar, measuring Ac.0.\_\_\_\_decimal as per the information furnished below.

1.	(a) Full Name of the Applicant/s (in Block letter)	
	(b) Present Address	
	(c) Permanent Address	
	(d) In case of power of attorney holder the details of address of attorney with particulars of Registered Power.	
2	Details of land proposed to be gifted as per format enclosed at <b>Annexure 2</b>	Mouza-
		Khata No.-
		Plot No. 1365/3231
		Total Plot Area- Ac.0. decimal Area :- Ac.0.____ (internal Road) Area :- Ac.0.____ (Open Space) Area :- Ac.0.____ (Civic amenities) Total – Ac.0. ____decimal
		Kisam-
3	Full Name(s) of the Recorded Tenant(s)	
4	If the ROR is not in the name of applicant please clearly explain the manner of flow of title to the present applicant in brief and	POA Enclosed

## ANNEXURE-1

	attach necessary documents.	
5	Details of the Encumbrances Certificate for period of last 12 years from period immediately preceding the date of application issued by the Sub-Registrar/Dist Sub-Registrar on the land proposed to be gifted.	
	(a) Sl. No. of the Encumbrance Certificate and Date of issue	
	(b) Name of the issuing Officer	
	Detail of the Update Rent Receipt submitted	
6	(a) Rent Receipt No. with date	
	(b) Name of the Revenue Inspector Circle	
7	Detail of litigation if any pending before any court(s) Tribunal(s) Forum(s) in connection with gifted property	
8	Letter No and date of BDA/BMC asking for free gift of the land in favour of BDA (if any)	Enclosed
9	Approved plan/lay out by BDA Submitted (if any)	(Yes/No)
10	Land plan of the proposed area as per scale attached to the application	(Yes/No)
11	Three sets of form No 3 (mutation form) with required court fee submitted <b>Annexure 3</b>	(Yes/No)
12	Three nos of Declaration in Form-A submitted <b>Annexure 4</b>	(Yes/No)
13	Three nos of Declaration Note (Ghosana Patra) submitted <b>Annexure 5</b>	(Yes/No)
14.	Three nos of photograph of the person competent including PA Holder to sign and execute the Gift Deed submitted	(Yes/No)
15	Three nos of ID proof of the person/s competent to execute the Gift Deed submitted	(Yes/No)
16	Three nos of Indemnity Bond in Affidavit format submitted <b>Annexure 6</b>	(Yes/No)
17	Three sets of draft gift deed in non- judicial stamp paper submitted <b>Annexure 7</b>	(Yes/No)
18	Three nos of Declaration Note (Dana Patra) submitted <b>Annexure 8</b>	(Yes/No)
17	Any other relevant information in connection with gifted property relevant for the knowledge of BDA	

## **ANNEXURE-1**

### **I/We further declare that:**

- 1) The particulars furnished in this application and the documents attached there to are all correct and genuine to the best of my/our knowledge.
- 2) The land proposed for free gift is free from all encumbrances and litigations.
- 3) The land is not mortgaged or secured as collateral for any loan/credit/finance taken from any individual or any institutions of any type.
- 4) If considered necessary by the BDA, we undertake to submit further documents/declaration/indemnity Bond for this purpose.
- 5) I am /we are also clearly aware of the fact that the BDA is at full liberty to decline this request for free gift of land by me/us.

**N.B.:** In case of property purchased before 12 years, the EC of the remaining years of the original plot of which this part plot is purchased shall be furnished.

It is requested to kindly consider my/our request for the Execution of Gift Deed of proposed plot(s) specified here in this application.

Yours faithfully

**Date :-**

**[full signature of applicant (s)]**

**Address of Correspondence  
with Phone No and Mail id**

**Enclosures :-** (List of document submitted)

# please write 'Not applicable' in case the information is not relevant in your case.

. please Enclose a list of documents submitted in connection with information along with this application.

## ANNEXURE-2

### ANNEXURE-2: SAMPLE FORMAT FOR DETAILS OF LAND TO BE FREE-GIFTED

#### A. Sub-plot wise revenue plot area details in case of Sub-divisional Layout Plan Approval

Sl. No.	Layout Sub-Plot No	Use of Sub-plot	Mouza	Khata No.	Revenue Plot No.	Total Area of the Revenue Plot		Area from the revenue plot to be gifted		Kisam
						In Sq.m	In Acre	In Sq.m	In Acre	
1	OS-1	Open Space	Andharua	X-1	A-1	1000	0.247	200	0.049	
	OS-1		Andharua	X-2	A-2	1550	0.383	85	0.021	
	OS-1		Andharua	X-3	A-3	4570	1.129	93	0.022	
<b>OS-1 (Total) -----</b>								<b>378</b>	<b>0.092</b>	<b>-</b>
2	OS-2	Open Space								
3	OS-3	Open Space								
	...									
<b>Total open Space area</b>								<b>378</b>	<b>0.092</b>	<b>-</b>
2	CP-1	Common Plot (Public Utilities)								
	CP-1	Common Plot (Amenities)								
	...									
<b>Total Common Plot area for public utilities</b>										<b>-</b>
3	RD-1	Road	Andharua	X-1	A-1	1000	0.247	300	0.074	
	RD-1	Road								
	...									
<b>Total Internal Road area</b>								<b>300</b>	<b>0.074</b>	<b>-</b>
<b>TOTAL</b>										

Note: The above information shall be as specified in the proposed layout plan submitted for approval.





**Government of Orissa  
Department of Revenue & Disaster Management**

**APPLICATION FOR MUTATION OF LAND RECORDS**

In the Court of Tahasildar

Mutation Case No.

Applicant's Name

Opposite party's Name

In pursuance to para 17 (1) of the Orissa Mutation Manual 1962 the above named applicant do hereby apply that-

- The applicant has purchased the lands in the following Schedule by virtue of a Registration sale deed / gift deed No. Dated
- After execution of the sale deed the opposite party has delivered physical possession of the scheduled property to the applicant and he is in peaceful possession of the scheduled property with right and interest there on.
- That the scheduled property has duly been recorded in favour of the opposite parties during the last major settlement operations.
- In the above circumstances it is required that the scheduled property be recorded in favour of the applicant by way of correction of the existing record of rights prepared by the major settlement.

The applicant therefore prays that a mutation case may kindly be instituted and after proper verification and hearing mutation may be allowed in favour of the petitioner in respect of the scheduled land with fixation of fair rent as cess etc as admissible.

**LAND SCHEDULED**

Mouza	Sabak settlement/Nal Settlement Khata No.	Plot No.	Area	Kissam
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

- 
- 
- 
- 
- 

**Signature of the Applicant (s)**



**ANNEXURE-4**

FORM NO. – A

**DECLARATION**

(Land/Property where there is no Structure/ House)

We the Executant/s and Claimant/s do here by declare that there is no structure/house on schedule property transacted in this document. If existence of any structure / house is detected at later stage, the document would be treated as invalid

SIGNATURE OF THE  
EXECUTANT(S)/SELLER

SIGNATURE OF THE  
CLAIMANT(S)/PURCHASER

## ANNEXURE-5

# ଘୋଷଣା ପତ୍ର

ଆଜିଦିନ ଅଜିକାର କରୁଅଛୁ କି, ଆମେ ହସ୍ତାନ୍ତର କରୁଥିବା ସମ୍ପତ୍ତି, ଯାହାକି ସଂଳକ୍ଷ୍ମ ନୋଟିସରେ ଉଲ୍ଲେଖ କରାଯାଇଅଛି ତାହା ଭୁ-ସଂସ୍କାର ଆଇନର ୬ ଧାରା ଅନ୍ତର୍ଭୁକ୍ତ ନୁହେଁ ।

ଯଦି ଏହି ଅଜିକାର ଭୁଲ ବୋଲି ପ୍ରମାଣିତ ହୁଏ, ତେବେ ଭୁ-ସଂସ୍କାର ଆଇନର ୬୮ (୧) ଧାରା ଅନୁସାରେ ଦଣ୍ଡିତ ହେବୁ ।

ହସ୍ତାନ୍ତରକାରୀଙ୍କ ସ୍ଵାକ୍ଷର

## **ANNEXURE-6**

### **INDEMNITY BOND**

#### **AFFIDAVIT**

**Sri.** \_\_\_\_\_, aged about \_\_\_ years, S/o. Sri. \_\_\_\_\_ Owner (s)/ Power of Attorney Holder (s) of M/s. \_\_\_\_\_, Caste-\_\_\_\_\_, Profession-\_\_\_\_\_. having it's office at Plot No. \_\_\_\_\_, At/Po. \_\_\_\_\_, Bhubaneswar, Dist- Khurda, Odisha GPA Holder of Sri. \_\_\_\_\_, son of \_\_\_\_\_ at//Po-Dist-\_\_\_\_\_, vide GPA No. \_\_\_\_\_ dated. \_\_\_\_\_

#### **Do hereby solemnly affirm and indemnified BDA the following:-**

- I. The property scheduled below is owned and possessed by us and we have valid right, title and interest over the said schedule property sought to be gifted in favour of the BDA and there is no dispute pending before any Court(s), Tribunal(s), Authority(s) in connection with right, title and interest of the schedule property and the schedule property is free from all encumbrances. The property scheduled below has not been mortgaged or secure as collateral in any financial Institution or Bank or Individual or other institution for any credit or loan.

## ANNEXURE-6

- II. Consequent upon the execution of the gift deed, we shall hand over possession of schedule property to BDA and henceforth BDA shall use and enjoy the said property as its property for all purposes including the purpose of the road/passage for which the donee executed the gift deed.
- III. Consequent upon the execution of gift deed by us, no parties including legal heirs, successor, assignee(s) and /or any legal entitle connected with us have/shall have any right title and interest over the scheduled property and in case any disputes raised by abovenamed persons in future for whatever nature shall be invalid for all purposes and in case of such we indemnify BDA to participate in such litigation on merit at our cost and risk.
- IV. Consequent upon any dispute referred to above and in case we lose the title over the property in future and dispute arises restricting title over the schedule property either by virtue of the decree or order, the benefit(s) arising out of the gift deed shall be held invalid and accordingly all such construction undertaken and benefits availed/accorded in our favour shall be “deemed to be withdrawn” at our own cost and risk and construction and use if any, consequent upon the gift deed shall be held unauthorized and accordingly we indemnify the BDA for any consequential loss sustained towards construction, renovation, repairing, use of such gifted property on expenditure out of the account of BDA and/any public authority and in case of nonpayment of such, BDA shall recover such amount(s) in accordance with procedure prescribed under Orissa Development Authority Act 1982 and Rules framed there under.
- V. Except, we the indemnifier, there are no other legal heir (s)/successor (s)/owner (s) having right, title and interest over the scheduled property gifted to BDA and in case any such claim (s) raised shall indemnify BDA and any agency specified, in all respect.
- VI. We also under take to indemnify the local and Municipal Authorities, PHED, Sewerage, CESU and/or any of other Authority undertaking public, utility work over the schedule property gifted to BDA.

## ANNEXURE-6

In witness whereof, we the indemnifier on our free will and volition and without force, coercion or pressure and after understanding the contents and consequences thereof put our seal and signature in witness hereof.

### SCHEDULE OF PROPERTY

**Dist :-**

**Nouza”-**

**P.S.:-** , **PS No.**

<b>Khata No.</b>	<b>Plot No.</b>	<b>Kisam</b>	<b>Total area</b>	<b>Gift Area</b>	<b>Purpose</b>
			<b>Ac. 0.____</b>	<b>Ac. 0.</b>	<b>Internal Road</b>
				<b>Ac. 0.</b>	<b>Open Space</b>
				<b>Ac. 0.</b>	<b>Civic amenities</b>
			<b>Total</b>	<b>Ac.0.</b>	

**Witness-1**  
**(Full Name)**

**Indemnifier**  
**(Full Name)**

1.

2.

**Witness-2**  
**(Full Name)**

## **ANNEXURE-7**

### **GIFT DEED**

**THIS DEED OF GIFT** made on \_\_\_\_\_ this  
.....day of .....

#### **BETWEEN**

I, **Sri.** \_\_\_\_\_, aged about \_\_\_ years, S/o. Sri.  
\_\_\_\_\_ Owner/Power of attorney holder of M/s. \_\_\_\_\_,  
Caste-\_\_\_\_\_, Profession-\_\_\_\_\_. having it's office at Plot No.  
\_\_\_\_\_, At/Po. \_\_\_\_\_, Bhubaneswar, Dist- Khurda, Odisha GPA  
Holder of Sri. \_\_\_\_\_, son of \_\_\_\_\_ at//Po-Dist-  
\_\_\_\_\_, vide GPA No. \_\_\_\_\_ dated. \_\_\_\_\_ (hereinafter called  
the 'Donor' which expression shall mean and include its successors,  
executors, administrators, assignees and representative) of ONE PART.

## **ANNEXURE-7**

**AND**

**Bhubaneswar Development Authority** represented by its Secretary at Akash Sova Building, Pandit Jawaharlal Nehru Marg. Bhubaneswar (hereinafter called the 'Donee' which expression shall mean and include its official successors, assignees, and representatives, administrators) of the OTHER PART.

**WHEREAS**, the Donor is the absolute owner in possession of the property mentioned in the schedule below and is in peaceful and exclusive possession over the same without any dispute and to the knowledge of all concerned.

**AND WHEREAS** the Donor is desirous to make a gift of the said schedule property in favour of the Donee for the purpose of use by BDA including public road/drain/other infrastructures use as specified in lay out plans for the planned development and growth of the Urban Area and the interest of general public.

### **HENCE, THIS DEED OF GIFT WITNESSETH AS UNDER;**

- 1) The Donor hereby convey s, grants, transfers and assigns by way of this GIFT, the property scheduled below morefully described in favour of the 'Donee' for use of public purpose a per convenience of Donee and any authority (ies) entrusted/assigned/engaged by Donee.
- 2) The 'Donor' hereby delivers possession of the scheduled property and put the Donee in possession of Secheduled Property and accordingly the Donee becomes the absolute owner of the said property (ies) free from any encumbrances.
- 3) The 'Donee' shall mutate the land in its name and all other records and shall pay rent & taxes to which the 'Donor' or any of its successors, executors, administrators, assignees and representatives will have no objection whatsoever.
- 4) Neither the 'Donor' nor any of its successors, executors, administrators, assignees and representatives will have right to claim or demand the gifted property and/or any part thereof more fully described in the schedule at any point of time and in case, any such claim(s) raised, shall be invalid and will stand extinguished, in view of operation of this deed. The done shall exercise right, title, interest and possession over the scheduled property and the gift deed acts

## ANNEXURE-7

upon on and from the time and movement of execution of deed before Registering Authority.

- 5) The Donor went through the contents of deed and the consequences thereof and after being fully satisfied, executes this gift deed in favour of the Donee without any force, coercion, undue influence in any manner.

### SCHEDULE OF PROPERTY

District. Khurda, PS- \_\_\_\_\_, PS No. \_\_\_\_\_, Tahasil. \_\_\_\_\_ Bhubaneswar under DSR. Bhubaneswar, **Mouza** \_\_\_\_\_, **Khata No.** \_\_\_\_\_, **Plot No.** \_\_\_\_\_, **area Ac. 0.\_\_\_\_\_ decimal ( for Road) Ac.0.\_\_\_\_\_ decimal (for civic amenities) & Ac. 0.\_\_\_\_\_ decimal ( Open space) ad measuring Ac. 0.\_\_\_\_\_ decimal, out of Ac. 0.\_\_\_\_\_ decimal, Kisam- Gharabari,** for better appreciation of schedule land, a sketch map of road (developed), open space, & civic amenities shown in coloured form is attached herewith. It forms part of the deed, Rent Rs. \_\_\_\_\_ , approximate valuation Rs. \_\_\_\_\_

The land is not lease hold. The land is situated/not situated within BMC area. It is not an endowment land.

**IN WITNESS HEREOF THE** Donor signed, this .....day of .....20..... first above written in presence of following witnesses:

**Donee**

**Donor**

**WITNESSES:**

**WITNESSES:**

1.

1.

2.

2.

N.B: Donor incase not conversant in English, undertaking in Odia may be given



## ANNEXURE-8

### ଦାନପତ୍ର

ଦାନପତ୍ର ଦଲିଲରେ ଥିବା ସମସ୍ତ ସର୍ତ୍ତକୁ ବର୍ଣ୍ଣିତ ସାକ୍ଷୀ ମାନଙ୍କ ଆଗରେ ପଢ଼ି ଶୁଣାଇ ଦେବାରେ ଆମେ ଉକ୍ତ ସର୍ତ୍ତକୁ ଜାଣି ବୁଝି ଓ ଏହାର ପରିଣତି ବିଷୟରେ ଅବଗତ ହୋଇ ଧୂରମନ ସ୍ଥିର ଚିତ୍ତରେ ବିନା କାହାର ଶିକ୍ଷା, ପ୍ରତାରଣା, ପ୍ରରୋଚନା ଓ ପ୍ରଭାବରେ ରହି ଆମର ସ୍ୱୀକୃତି ପ୍ରଦାନ କଲୁ ।

ହସ୍ତାନ୍ତରକାରୀଙ୍କ ସ୍ୱାକ୍ଷର