



BHUBANESWAR DEVELOPMENT AUTHORITY

AKASH SHOVA BUILDING,

PANDIT JAWAHARLAL NEHRU MARG, BHUBANESWAR – 751001

PABX No.0674-2392801, 2390998 & 2396437

FAX No.0674-2390633/2390085

No. 17484/BDA, Bhubaneswar,
File No: BDA-TP-PLAN-0001-2026

Dated the 12.08, 2026

STANDARD OPERATING PROCEDURE (SOP)

FOR RECONSTITUTION OF PLOTS UNDER TOWN PLANNING SCHEME NO. 05, 06 & 07, ZONE-1

The Bhubaneswar Development Authority (BDA) is implementing a total of 45 Town Planning (TP) Schemes across 58 part revenue villages within the Bhubaneswar Development Plan Area (BDPA). These schemes are organized into four Zones to facilitate phased and systematic implementation.

The Town Planning Schemes aim at comprehensive and planned urban development through integrated provision of infrastructure and public amenities. The objective is to promote organized, sustainable, and balanced growth of the entire planning area, rather than isolated or fragmented development.

This Standard Operating Procedure (SOP) is formulated to provide a clear, transparent, and systematic framework for reconstitution of land parcels under Town Planning Scheme Nos. 05, 06 & 07, covering the part of revenue villages of Malipada & Daspur. Unlike earlier modalities, this SOP introduces uniform principles and structured procedures to streamline implementation and ensure consistency in decision-making. The approach is designed to facilitate easy, fair, and equitable distribution of reconstituted plots, with a focus on maximizing benefits to landowners. Special emphasis has been placed on making the process people-oriented by enhancing clarity in allocation, reducing disputes, and improving transparency for all stakeholders. This SOP is expected to improve efficiency in implementation, provide predictability in outcomes, and build confidence among landowners by ensuring fairness and accountability at every stage of the reconstitution process.

I. Applicability

In supersession of earlier guidelines issued for Town Planning Schemes in general, the following sets of guidelines are framed to be followed in **Town Planning Scheme Nos. 05, 06 & 07 of Zone-I.**

II. Legal Basis

Section 22(4) of the ODA Act provides the statutory framework for the preparation of Town Planning Schemes. Chapter VI and Rule 26 of the ODA Rules further specify the matters that may be included in a Town Planning Scheme.

Clause (t) of sub-section (4) of Section 22 empowers the Authority to include such other matters in a Town Planning Scheme as may be considered necessary, subject to approval through a resolution of the Authority. It is also provided that different matters may be determined for different Town Planning Schemes, depending on the local requirements and planning objectives of the area concerned.

In exercise of the above provisions, and considering the planning needs of the area, the following guidelines under this SOP are proposed for adoption in Town Planning Schemes TP Scheme No. 05, 06 & 07 under Zone-I, in order to ensure planned development, uniformity in implementation, and effective regulation of land use and infrastructure.

As per Point 4 of Cabinet Memorandum of **Samruddha Sahara Scheme**, Land Reconstitution is defined where Landowners receive 60% (Sixty) of their original area as developed plots, enhancing property value through improved infrastructure. Government will receive 40% (Forty) of the original assembled land, part of which would be put in use for public services and social amenities, and remaining plots would be sold in the open market with higher FSIs for revenue generation.

III. Land Deduction and Reconstitution Principles

- a. A uniform deduction (contribution) of 40% (Forty) shall be adopted for all landholdings and plots included in the Town Planning Schemes, encompassing both private and government land. Notified forest lands are exempt from this deduction.
- b. All Final Plots allotted to original plot (OP) owners must be located within the mouza of the respective TP boundary.
- c. Plots where construction has already been undertaken shall be marked over the base map clearly showing *Pucca, Kuchha*, Authorised and Unauthorised structures along with present land use using colour coding.
- d. After reconstitution, final plot (FP) allotted for various public uses/reservations in the TP Scheme shall be mentioned in the map with specific use and prescribed colour codes.
- e. Original plots under Forest land, Railway line and acquired roads shall receive Final Plots at the same location without any deduction in area.
- f. Original plots of water channels and canals shall be channelised into drains along existing natural contours.
- g. Reconstitution of plots affected by HT lines shall be carried out as per provisions under Rule 29 of ODA (P & BS) Rules, 2020. Plots affected by HT lines shall be liable to pay additional contribution as fixed by the Valuation Officer and may be allotted after maintaining prescribed buffer zones.

- h. Plots earmarked for public and semi-public purposes and saleable commercial plots shall preferably be located along wider roads to ensure optimal accessibility, visibility, and orderly urban development.
- i. The minimum size of the Final Plot (FP) after reconstitution of plots shall be **30 sq.m** (for Original Plots not exceeding 50sq.m) and shall have regular geometry as far as practicable.
- j. If any residual surplus area of less than 30 sqm (FP) is available in the recorded area of a plot after mutation, then transactions relating to that plot shall be checked and record shall be corrected accordingly.
- k. In respect of original plots having an area less than **50 sq.m** (resulting in less than **30 sq.m** after 40% deduction) and thus rendered non-buildable, the following options shall be made available to the landowners:
 - The landowners may opt for amalgamation of their plots in accordance with the provisions laid down under Point No. VI of this document.
 - Otherwise the landowners shall be compensated as per the valuation of a plot determined in RFCTLARR Act 2013 since all such land shall be vested to BDA after sanction of the Draft Scheme by Government.
 - Reconstitution shall be carried out for such plots after necessary analysis without allotment of a separate Final TP Plot.
- l. The areas coming under the Town Planning Schemes prepared and approved under the Odisha Development Authorities Act, 1982 (Odisha Act 14 of 1982) being reserved for urban purposes shall be exempted from the application of the provisions particularly from payment of premium leviable under the provisions of section 8A of the Odisha Land Reform Act, 1960 for conversion of agricultural land to any purpose other than agriculture namely the urban purposes coming under such approved Town Planning Schemes as per R&DM Department Notification No. RDM-LRB-POLICY-0003-2022-9181 Dtd. 10.03.2023.

IV. Existing Development within TP Scheme

1. Authorised Development (Building)

- a. For plots having duly approved building plans, efforts shall be made to retain the Final Plot at the same location.
- b. In such cases, the landowner shall compensate for the 40% required area by paying an amount equivalent to the Benchmark Value (BMV) of that area.

2. Authorised Development (Layout)

- a. It shall be verified and ensured whether the internal roads within the approved sub-division layout have been free-gifted to the Bhubaneswar Development Authority (BDA) or the concerned Local Authority, as applicable.

- b. Any land already surrendered by the landowner for internal roads shall be counted as part of the 40% deduction. If any additional area is still required to meet the 40% deduction, the landowners of the sub-plots shall contribute proportionately by paying an amount equivalent to the Benchmark Value (BMV) of the remaining area, if he has no other plots in the same TP Scheme Area having the required size.

3. Unauthorised Development (Building)

- a. For any unauthorized building within TP Scheme area, provisions under Sections 90, 91 and 93 of ODA Act, 1982 shall be followed.

4. Un-authorized Development (Layout)

- a. For any unauthorised layout within TP Scheme area, provisions under Sections 90 and 114 of ODA Act, 1982 shall be followed.

V. Road Hierarchy and Street Design

- a. Every plot within the TP Scheme shall be connected by a minimum approach road width of 6.0 meters.
- b. Road widths are determined based on the size of the final plot area to ensure adequate capacity for traffic and utilities:

Road Category	Final Plot Area	ROW (m)
Minor Street	30 to 50 sq.m	6.0
Access Street-I	50 to 115 sq.m	7.5
Access Street-II	115–500 sq.m	9.0
Local Street	500–1000 sq.m	12.0
Collector Street	1000–4000 sq.m	18.0
Sub-Arterial Road	4000–8000 sq.m	24.0
Arterial/Ring Road	Above 8000 sq.m	30.0 / 60.0

The said road width shall be allocated to the plots in descending order of plot size, subject to feasibility, during the process of reconstitution, as per the above table.

- c. All roads shall follow BDA Street Design Regulations, 2024, including pedestrian paths, utility corridors and plantation.

VI. Amalgamation and Consolidation of Plots

- a. Landowners may, by mutual consent, opt for allotment of a single reconstituted plot through amalgamation. In such cases, the participating landowners shall collectively be entitled to sixty percent (60%) of the total area of the amalgamated land, after application of the prescribed deduction.

- b. Amalgamation of plots shall be permitted for all plots within the same Mouza, including those measuring less than 50 square metres. However, after amalgamation, the size of the reconstituted plot shall not be less than 115 square metres.
- c. The plots shall be assigned access to higher-order roads based on the amalgamated plot size, as per Point No. V (b).
- d. **Mandatory Amalgamation:** If a recorded *Khatadar* holds multiple plots under different Khata numbers within the same Mouza, such plots may be amalgamated.
- e. **Voluntary Amalgamation:** Multiple recorded *Khatadar* within a Mouza of a particular TP Scheme opting for amalgamation shall submit a registered agreement executed before the concerned Sub-Registrar, duly signed by all *khatadars*/legal heirs, within two months from the date of publication of Form-III and Form-IV. The agreement shall clearly specify the Mouza, Khata No., Plot No., plot area, and the dispute resolution mechanism etc.
The said agreement shall remain irrevocable until handing over of possession of the amalgamated plot to the concerned *khatadars*. A model deed of agreement is enclosed with the SOP at **Annexure-A** for reference.
Upon approval of the amalgamation request, the Authority may allot a single Final Plot corresponding to the amalgamated landholding/plots.
If two or more landowners apply jointly for allotment of a single final plot, regardless of the location of their original plots within the same Mouza of the TP boundary, such final plot may be allotted on a wider road based on the final plot size within the same mouza, subject to written consent and representation from the respective landowners.
- f. **FAR Incentives for Amalgamated Plots:** The following incentives shall be provided over and above the Base FAR for amalgamated plots:

Sl. No.	Minimum Area of Plot Amalgamated after 40% deduction	Minimum Road Frontage Requirement	FAR Incentive (over and above Base FAR) *
1	115 sq m	Frontage to a road of minimum 9.0 m width, subject to TP layout feasibility	-
2	500 sq m	Frontage to a road of minimum 12.0 m width, subject to TP layout feasibility	0.5
3	1,000 sq. m	Frontage to a road of minimum 18.0 m width, subject to TP layout feasibility	1.0
4	4,000 sq. m	Frontage to a higher-order road of minimum 18.0 m width, subject to TP layout feasibility	1.0
5	8,000 sq. m	Frontage to a higher-order road of minimum 30.0 m width, subject to TP layout feasibility	1.0

Merged parcel shall be treated as single TP-FP and may be subdivided subsequently as per applicable Rules.

VII. Development Provisions outside TP Scheme Area

a. Development Schemes under Section 21

The Authority may notify Development Schemes in continuation with the TP Scheme boundary under the provision of Section 21 of the ODA Act 1982 for ensuring proper integration of the road network developed under the TP Scheme with the existing and proposed CDP Roads, so as to secure continuity, hierarchy of roads, traffic circulation efficiency, and coordinated urban development. This may be done during re-constitution and shall be notified as a development scheme under Section 21 of the ODA Act 1982 and shall be notified as per Rule 25 of ODA Rules 1983.

VIII. Technical Committee

A Technical Committee shall review the progress of reconstitution at **fortnightly intervals** to ensure coordinated and efficient planning. The status and updates shall be submitted to the Vice Chairman, BDA, prior to publication of the Draft Plan.

For this purpose, a **Technical Committee** for TP Scheme may be constituted comprising the following members:

Composition:

- Secretary, BDA – Chairperson
- Town & Regional Planning Member – Member
- Engineering Member – Member
- Nodal Officer (TP) – Member
- Land Officer – Member
- Town Planner (TP) – Member Convener
- Any other member nominated by Chairperson

X. Conclusion

- a) These guidelines under this SOP shall serve as a comprehensive guideline for planning, reconstitution and infrastructure provision under Town Planning Scheme No 5,6,7. It ensures fairness, transparency, and sustainable urban growth.
- b) The guideline under this SOP may be subjected to repeal, addition(s), alteration(s), modification(s) and such other correction(s) by Bhubaneswar Development Authority to achieve the objective of the Odisha Development Authority Act, 1982 and Town Planning Scheme framed thereunder.
- c) In case any confusion arises concerning interpretation of any condition(s) of the SOP, shall be referred to the Authority and the decision of the Authority shall be final for all purposes.

- d) In case of any dispute concerning individual claim(s) and/or claim by Joint Owners within scheme area arose, which cannot be settled within the framed work of this SOP, shall be referred to the Authority and the decision of the Authority in this regard shall be final and binding to the parties under dispute.
- e) The Bhubaneswar Development Authority may issue necessary clarifications or administrative directions from time to time for effective implementation of the Town Planning Scheme under this SOP.

BY ORDER OF VICE-CHAIRMAN

Memo No 17485 /BDA, Bhubaneswar,
Copy to All APs/ ATP/ JTP, BDA for information and necessary action.

Ramini
12/08/2026
Secretary, BDA
Dated 12.08.2026

Memo No 17486 /BDA, Bhubaneswar,
Copy to Sr. Manager (IT), BDA for hosting in BDA Website as well on BDA Notice Board.

Ramini
12/08/2026
Secretary, BDA
Dated 12.08.2026

Memo No 17487 /BDA, Bhubaneswar,
Copy to Deputy Commissioner, BDA, TP Scheme for information and necessary action.

Ramini
12/08/2026
Secretary, BDA
Dated 12.08.2026

Memo No 17488 /BDA, Bhubaneswar,
Copy to Town & Regional Planning Member, BDA for information.

Ramini
12/08/2026
Secretary, BDA
Dated 12.08.2026

Memo No 17489 /BDA, Bhubaneswar,
Copy to Sub-registrar, Khandagiri/ Tahasildar, Bhubaneswar/Sub-Collector, Bhubaneswar for information.

Ramini
12/08/2026
Secretary, BDA
Dated 12.08.2026

Memo No 17490 /BDA, Bhubaneswar,
Copy to Addl. Secretary to Govt., H&UD Department, GoO for information.

Ramini
12/08/2026
Secretary, BDA
Dated 12.08.2026

Ramini
12/08/2026
Secretary, BDA

Memo No 17491 /BDA, Bhubaneswar,

Dated 12.08.2026

Copy to CA to Vice-Chairman, BDA for kind information of Vice-Chairman, BDA.

Radhi
Intestore
Secretary, BDA

Annexure- A

MODEL DEED OF AGREEMENT FOR LAND AMALGAMATION UNDER TOWN PLANNING SCHEME 05, 06 & 07

This Deed of Agreement (hereinafter referred to as the "**Deed**") is executed on this _____ day of _____, 2026, at _____, Odisha.

BETWEEN

FIRST PARTY:

Full Name Sri/Smt. _____
Son/Daughter/Wife of _____
Age _____ years
Occupation _____
Address Village/Town: _____, P.S.: _____, Tahasil: _____, District: _____, Odisha, PIN: _____
Aadhaar No. _____
PAN No. _____

hereinafter referred to as the "**FIRST PARTY**" (which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, successors, legal representatives, executors, administrators and assigns);

AND

SECOND PARTY:

Full Name Sri/Smt. _____
Son/Daughter/Wife of _____
Age _____ years
Occupation _____
Address Village/Town: _____, P.S.: _____, Tahasil: _____, District: _____, Odisha, PIN: _____
Aadhaar No. _____
PAN No. _____

hereinafter referred to as the "**SECOND PARTY**" (which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, successors, legal representatives, executors, administrators and assigns).

The First Party and the Second Party shall hereinafter be collectively referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS

1. The First Party is the absolute owner, lawful possessor and recorded Khatadar of the immovable property described in **Schedule-A** to this Deed, which is free from all encumbrances, charges, liens, claims, disputes and attachments.
2. The Second Party is the absolute owner, lawful possessor and recorded Khatadar of the immovable property described in **Schedule-B** to this Deed, which is free from all encumbrances, charges, liens, claims, disputes and attachments.
3. The properties of both Parties are situated within Mouza _____, Tahasil _____, District _____, falling within the jurisdiction of the Bhubaneswar Development Authority (BDA) and are covered under Town Planning Scheme No. _____, Zone No. _____.
4. The Bhubaneswar Development Authority has undertaken implementation of Town Planning Schemes for planned urban development, including land reconstitution, road network, infrastructure development, provision of public utilities, civic amenities and open spaces, in accordance with applicable laws and regulations.
5. As per the provisions of the Samruddha Sahara Scheme and the Standard Operating Procedure (SOP) followed by BDA for Town Planning Schemes, landowners are entitled to receive 60% (sixty percent) of their original land area as developed reconstituted plots, while contributing 40% (forty percent) to the Government/BDA for public services, social amenities and revenue generation.
6. The Parties, fully understanding the nature and consequences of this transaction and acting voluntarily without any force, coercion, undue influence, fraud or misrepresentation, have mutually agreed to amalgamate and pool their respective land parcels under the Town Planning Scheme for better planning and organised urban development.
7. The Parties are desirous of reducing future disputes and facilitating smooth implementation of the Town Planning Scheme by executing and registering this Deed.

OPERATIVE CLAUSES

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and agreements set out herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge to abide by the conditions more fully delineated as follows:

I. AMALGAMATION AND POOLING OF LAND

The Parties hereby irrevocably agree to amalgamate pool and subject their respective land parcels described in Schedule-A and Schedule-B to the provisions of the applicable Town Planning Scheme. The amalgamation is sought for the purpose of obtaining a single reconstituted Final Plot (FP) under the Town Planning Scheme reconstitution process.

II. CONSENT FOR LAND CONTRIBUTION

The Parties hereby expressly and unconditionally consent to surrender, contribute and permit deduction of **40% (Forty Percent)** of the total amalgamated land area as prescribed under the applicable Town Planning Scheme, in conformity with the Samruddha Sahara Scheme guidelines and the BDA Standard Operating Procedure.

III. ACCEPTANCE OF RECONSTITUTED PLOT

The Parties agree and undertake to accept the reconstituted Final Plot allotted by the Competent Authority of BDA under the Town Planning Scheme, in lieu of their original land holdings, representing **60% (Sixty Percent)** of the total amalgamated area. The Parties shall not raise any dispute regarding such allotment except in accordance with law.

This agreement shall remain **irrevocable** until the physical possession of the reconstituted Final Plot is handed over to the Parties to this agreement in accordance with the amalgamated area.

IV. DECLARATION OF TITLE

Each Party hereby severally declares and warrants to the other that:

- (a) he/she holds valid right, title and interest over the scheduled property and is competent to enter into this Deed;
- (b) the scheduled property is free from all encumbrances, mortgages, court proceedings, attachments and third-party claims;
- (c) no agreement for sale, transfer, gift, lease or any other alienation of the scheduled property has been executed in favour of any third party; and
- (d) the execution of this Deed does not violate any law, order, judgment or contractual obligation binding upon the Party.

V. UNDERTAKING TO COOPERATE

The Parties shall jointly and severally cooperate with each other and the Competent Authority for effective implementation of the Town Planning Scheme. In particular, the Parties undertake to execute all applications, declarations, affidavits, undertakings, indemnities, plans, maps, deeds and other instruments as may be required or called for by the Competent Authority of BDA during the course of reconstitution.

VI. WAIVER OF INTER-SE OBJECTIONS

The Parties hereby irrevocably waive and relinquish all inter-se objections, claims or disputes relating to the amalgamation, pooling, deduction, adjustment, reconstitution or allotment of land under the Town Planning Scheme. The Parties further undertake not to obstruct, hinder or delay the implementation of the Town Planning Scheme in any manner whatsoever.

VII. INDEMNITY

Each Party agrees to indemnify and keep indemnified the other Party from and against any loss, damage, cost, claim, litigation, liability or expense that may arise on account of any defect in title, suppression of material facts, undisclosed encumbrance or breach of any representation, declaration or warranty made under this Deed.

VIII. BINDING EFFECT

This Deed shall be binding upon the Parties and their respective heirs, successors, assigns, legal representatives, executors and administrators.

IX. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the laws applicable in the State of Odisha. Any dispute arising out of or in connection with this Deed shall be subject to the jurisdiction of the competent courts and/or authorities having territorial jurisdiction over the District of Khurda, Odisha.

X. REGISTRATION

The Parties agree to present this Deed for registration before the appropriate Registering Authority under the provisions of the Registration Act, 1908. The applicable stamp duty and registration charges shall be borne as mutually agreed between the Parties.

SCHEDULE – A (Description of Property of the First Party)

Mouza	Khata No.	Plot No.	Area (in Ac)	Kisam	Status

Boundary Description:

East: _____

West: _____

North: _____

South: _____

SCHEDULE – B (Description of Property of the Second Party)

Mouza	Khata No.	Plot No.	Area (in Ac)	Kisam	Status

Boundary Description:

East: _____

West: _____

North: _____

South: _____

IN WITNESS WHEREOF

The Parties hereto have read and understood the contents of this Deed and have signed the same on the date, month and year first written above, in the presence of the witnesses named below.

FIRST PARTY

Signature: _____
Name: _____
Left Thumb Impression: _____

SECOND PARTY

Signature: _____
Name: _____
Left Thumb Impression: _____

WITNESSES:

Witness No. 1

Signature: _____
Name: _____
Father's Name: _____
Age: _____
Address: _____
Aadhaar No.: _____

Witness No. 2

Signature: _____
Name: _____
Father's Name: _____
Age: _____
Address: _____
Aadhaar No.: _____
