Bhubaneswar Development Authority

AKASH SHOVA BUILDING, PANDIT JAWAHARLAL NEHRU MARG
BHUBANESWAR- 751 001, ODISHA
Telephone: (0674) 2396437, 2390998, 2392801, FAX: 0674- 2390633

No. 22211 /BDA, Bhubaneswar Date 15.10. /2026

BDA-ESTate2-ALLOT-0040-2026

NOTICE

Applications are hereby invited for sale of land (freehold) measuring Ac. 2.134 dec. pertaining to Plot No. 545/6731, Khata No.493/689 under mouza Patia, Bhubaneswar, on "as is where is basis" through e-auction to be held on 09.12.2026.

Mouza	Plot No.	Total area of the plot (in Acres)	Upset Price of the Plot (in Rs.)	Earnest Money (in Rs)
Patia	545/6731	Ac. 2.134	Rs. 69,10,00,000/-	Rs.6,91,00,000/-

Details of the plot and scheme brochure are available in the BDA website www.bda.gov.in. The receipt of online application will commence at 11.00 A.M. on 26.10.2026 and will continue till 11.59 P.M. on 25.11.2026. Duly filled in online applications for participating in the e-auction must be submitted to the Bhubaneswar Development Authority by 25.11.2026 with requisite earnest money.

Online application starts- 11.00 A.M. on 26.10.2026

Closes-11.59 P.M. on 25.11.2026

Online auction on 11.00 A.M. on 09.12.2026

14/10/2026

Secretary-cum-Member Estate
Bhubaneswar Development Authority

BROCHURE

E-AUCTION OF 2.134 ACRES OF LAND AT PATIA, BHUBANESWAR

On as-is-where-is basis

Applications are invited for allotment through e-Auction

Starts on: 11.00 Hours on 26.10.2026

Closes on: 23.59 Hours on 25.11.2026

Online auction on: 11.00 Hours on 09.12.2026

Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg,
Bhubaneswar-751001

Disclaimer

Though adequate care has been taken in the preparation of this Brochure, the Bidders should satisfy themselves that the document is complete in all the respect and the information provided is correct. In case of discrepancy, if any, intimation should be given to the Officer concerned in Bhubaneswar Development Authority (BDA) (whose contact details is mentioned in this document) immediately on or before the due date specified in the Schedule of Bidding Process. If no intimation is received by the said officer within the date as mentioned in Schedule of Bidding Process as mentioned in this Document, it shall be deemed that the bidder is satisfied that the Brochure document is complete in all respects.

Neither BDA nor their employees or advisor(s) make any representation or warranty as to the accuracy, reliability, or completeness of the information in this brochure and it is not possible for BDA to consider the investment objectives, financial situation and particular needs of each party who reads or uses this brochure concerning the project. Certain prospective bidders may have better knowledge of the project compared to the others and BDA encourages all the prospective bidders to conduct their own due diligence, investigations & analysis and check for accuracy, reliability, and completeness of this brochure. The bidders are free to obtain independent advice from the sources appropriate to them.

Neither BDA nor their employees or advisor will have any liability to any prospective bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise from or to be incurred or suffered in connection with anything contained in this brochure, any matter deemed to form part of this brochure, the award of the project, the information and any other information supplied by or on behalf of BDA or their employees or their consultant or advisor or otherwise arising in any way from the selection process of this project.

BDA reserves the right to modify or amend or add to any or all the provisions of this brochure or annul the present process. Such a change would be published on the BDA website.

BDA reserves its right to cancel whole or part of the auction process at any stage of the auction and thereafter, alter/modify the auction process and/or defer the date of auction, without assigning any reason and without cost and risk of BDA.

Neither BDA nor their employees or advisor or consultant will have any liability in case addition, modification, amendment, alteration, cancellation and /or of non-receipt of any correspondence from them to the bidders due to the postal delays.

The Applicable law for the purpose is the laws in India. However, any contingencies not covered under this disclaimer shall be abide by the law governing in force.

1. INTRODUCTION

The BDA is working towards ensuring sustainable urban growth and planned development with effective monitoring and regulations through a people-centric and innovative approach. As part of its endeavour of addressing the rapid urbanization of the Capital City, increased economic activities emerging from the entry of large corporates for setting up their operations in the city and improved quality of life for the citizens of Bhubaneswar; the City Authority has decided to release a prime land parcel measuring 2.134 Acres for the development of Commercial facility with the highest level of user amenities and safety standards. The land to be disposed on "as-is-where-is basis" through E-auction.

2. DETAILS OF LANDS:

2.1 The plot of land of **2.134 Acres at Patia, Bhubaneswar** is hereby proposed to be allotted on **Freehold basis** to the selected entity through E-auction. The details of plot of land as detailed below:

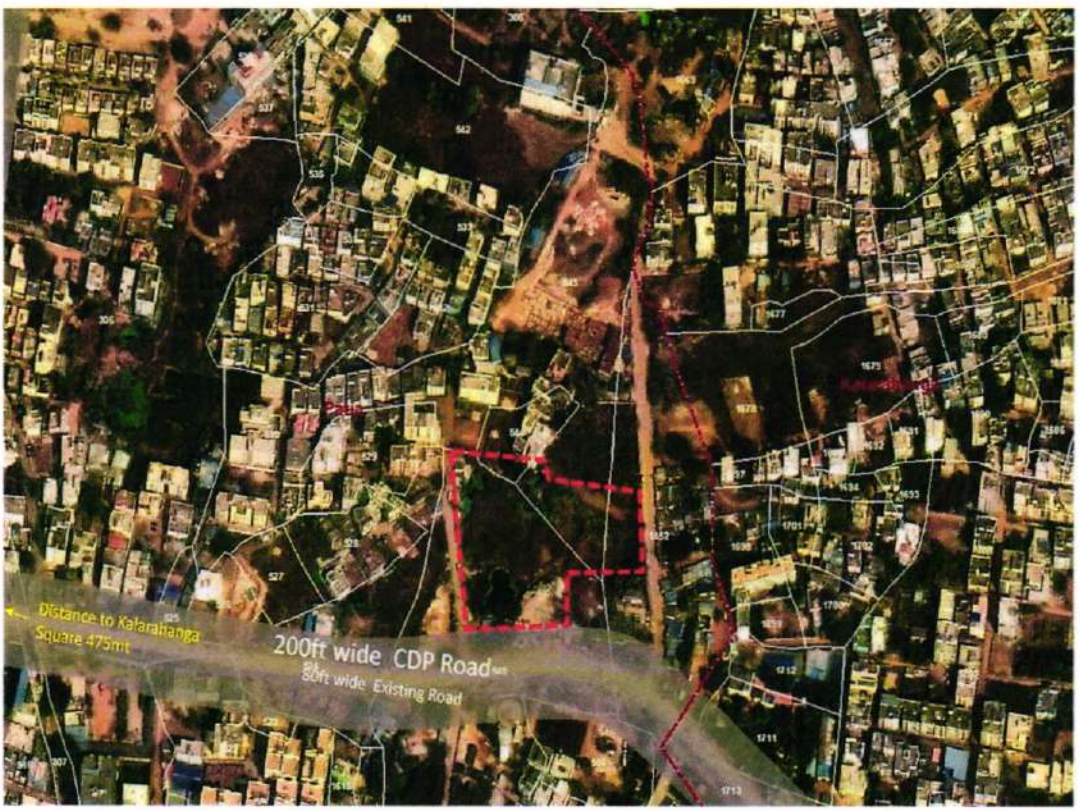
Details of Land:

<table>
<tr><th>S.N.</th><th>Item</th><th>Description</th></tr>
<tr><td>i</td><td>Land Details</td><td>
<table>
<tr><th>Plot</th><th>Mouza</th><th>Area (Acres)</th></tr>
<tr><td>545 (Pt.)</td><td>Patia</td><td>2.134</td></tr>
</table>
The land was transferred to BDA on freehold basis by the GA Department for 'the development of Commercial facility' purpose in August 2021.
Accordingly, BDA will offer the land on Freehold Basis for the development of Commercial facility.
</td></tr>
<tr><td>ii</td><td>Proposed Construction Period (Years)</td><td>5 Years
(with provision of extension of 2 years on payment of 1% liquidated damage and another 2 years on payment of 2% liquidated damage)</td></tr>
<tr><td>iii</td><td>Mode of allotment of land to BDA by Government</td><td>Free hold basis in August 2021</td></tr>
<tr><td>iv</td><td>Land Use (as per CDP 2010)</td><td>Residential Land use</td></tr>
<tr><td>v</td><td>Frontage</td><td>280 Ft on the 80 Ft Existing Road and distance of site from Kalarahanga Sqare is 475 mtr only.</td></tr>
</table>

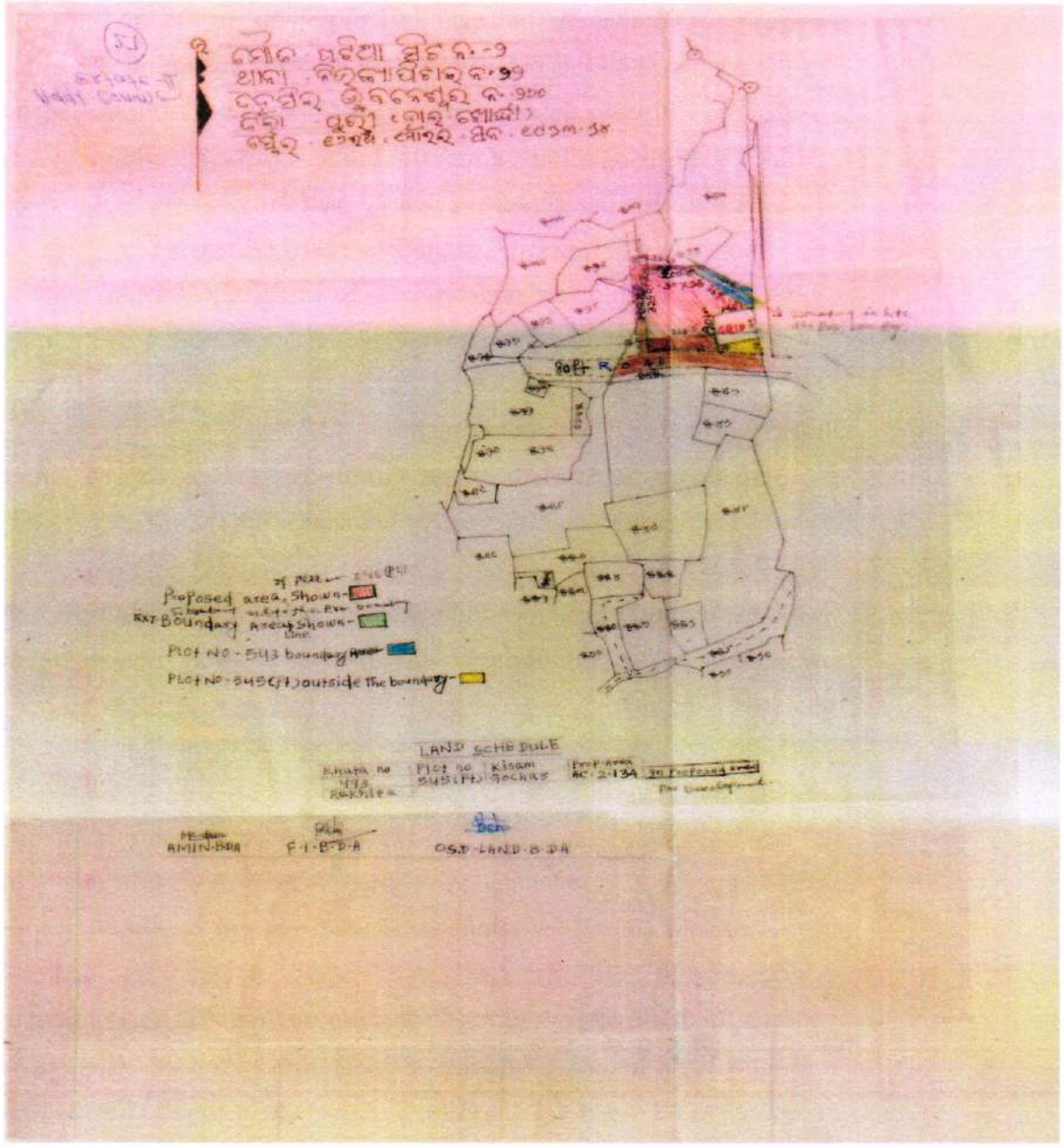
S.N.	Item	Description
vi	Permissible development	Development of Commercial facility
vii	Development Controls & FAR	Odisha Development Authorities (Planning and Building Standards) Rules, 2020
viii	Fixed Parameter	Developer will have to achieve Completion Certificate from the Competent Authority for the Project within the period of 60 months from execution the Development Agreement.
ix	Auction Parameter	Highet Auction Price (H1) offered by the participant to BDA
X	Pre-Auction Meeting	04/11/2026 at 11:30 AM

2.2 The bidders/participants are free to inspect/visit/ascertain/confirm the plot under this auction, its location and situational advantages at their cost and risk before submission of the bid. Any objection, if any whatsoever, after submission of bid shall not be entertained.

2.3 **Location & Site**



2.4 **Plot Dimension**



2.5 **Pre-Auction Meeting**

Bidders are allowed to submit their queries in respect of the Brochures and other details if any, to Bhubaneswar Development Authority (BDA) through e-mail at bdabbsr1983@gmail.com with a copy to bdapmu2023@gmail.com till the timeline as mentioned in the document.

A pre-auction meeting will be held as per schedule mentioned in the bidder data sheet.

3. ELIGIBILITY

3.1 **The Bidder must a Single entity ("Bidding Company")** identified for implementation the project subject to compliance with applicable laws, policies,

and guidelines of Government of India. The term Bidder used herein this brochure would mean to the Legal Entity applying for the Bid.

3.2 An eligible legal entity is one which satisfies any of the following:

i. The entity is a Company under the Companies Act, 1956/ 2013.

ii. The Entity is a Trust under the Indian Trusts Act, 1882.

iii. The Entity is a Statutory Board/ Authority/ Corporation created in India under a separate Law/ Act of India/ any State Govt.

iv. A partnership firm registered under the Partnership Act 1932.

v. A limited liability partnership registered under the Limited Liability Partnership Act 2008.

3.3 Bidder must comply with below mentioned criteria:

i. **Minimum Annual Average Turnover**: INR 75 Crores (Rupees Seventy-five Crores only) over the last 3 Financial Years (i.e. FY 2022-23; FY 2023-24; FY 2024-25)

3.4 Notwithstanding anything contained elsewhere in this Brochure, a Bidder shall be ineligible to participate in the bidding process if, as on the date of submission of the bid, the Bidder:

i. has any litigation, dispute, claim, arbitration, or pending dues of any nature whatsoever with the BDA/Authority; and/or

ii. has been allotted any land by BDA through an auction process during the last five (5) years and has failed to complete the project(s) in accordance with the terms and conditions stipulated in the relevant brochure(s) and/or bidding document(s).

The Bidder shall submit a self-declaration/undertaking confirming the above along with the bid documents. BDA/Authority reserves the right to verify the correctness of such declaration at any stage of the bidding process or during the currency of the contract. In the event the declaration is found to be false, misleading, or incorrect at any stage, the bid shall be rejected and/or the contract, if awarded, shall be liable to be cancelled/terminated forthwith, without prejudice to any other action available to BDA/Authority under law.

4. MANDATORY REQUIREMENT

4.1 The applicant must have a valid Permanent Account Number (PAN) of the Income Tax Department & GST Number.

4.2 The applicant must have been registered on-line in the official website of BDA and have obtained Unique Account Number (UAN) after successful registration.

4.3 The bidder must have a (DSC) Digital Signature Certificate of Class-III only. Without DSC, bidders will not be able to participate in the E-auction.

Note:

- *For any difficulty/inconvenience faced by bidder in obtaining UAN, may take support from BDA helpdesk.*
- *Interested applicants are requested to take early step for obtaining DSC to avoid last minutes rush.*

5. SUBMISSION OF APPLICATION/ SCHEDULE:

5.1 The intending/intended applicant/bidder is/are required to obtain "UAN" (Unique Account Number) which can be obtained from BDA website www.bda.gov.in before getting registered for E-auction platform. (This will be free of cost to applicants).

5.2 The bidders are required to get registered online in the E-auction portal with Class-III digital signature and keep themselves ready for the e-auction.

5.3 The registration is valid for one year from the date of registration. Registration charges will be **Rs.1,180/- (Rupees one thousand one hundred and eighty only)** (inclusive of GST) and is non–refundable and to be payable through online e-payment mode.

5.4 The applicants who had already registered may renew their registration within time to participate in the E-auction. Registration charge(s) and Auction participation charge(s) are to be paid through online payment mode only.

5.5 An interest free auction EMD to be paid through online / offline mode i.e. through Bank transfer (NEFT/RTGS), challan can be downloaded from the website (attached as **Annexure-A**) or by online mode to the account of **BDA (ICICI Bank Limited, Branch Unit-3, Bhubaneswar, Account No. 006101057870, IFSC code ICIC0000061)**. The EMD amount should be credited into BDA account by due date positively.

Note: *Bidder needs to upload the scanned payment document during request of auction participation.*

5.6 The Bidder will have to deposit amount towards fixed Earnest Money (EMD) of **Rs. 6,91,00,000/- (Rupees Six Crore and Ninety-One Lakhs only)** only for participating in the E-Auction. The successful highest bidder will have to deposit the differential amount of EMD calculated on the basis of 10% of the bid amount less fixed EMD [of Rs. 6,91,00,000/- (Rupees Six Crore and Ninety-one Lakhs only)] within 30 days of communication regarding his successful highest bid by BDA. The successful bidder will have to submit hard copy of documents uploaded along with balance EMD amount within the above said period.

Example: ***If the highest bid for the asset is INR 100.00 crores and the fixed EMD deposited before the Auction is INR 6.91 Crores, then the highest bidder will have to deposit rest INR 3.09 Crores within 30 days of communication regarding his successful highest bid by BDA and on receipt of differential amount, the Provisional allotment letter will be issued.***

5.7 The bidder shall also pay **non-refundable** "e-Bid Participation charge" of Rs. **25,000/- (Rupees Twenty-Five Thousand Only**) for the specific plot of land and will be valid only for participating in this E-Auction.

5.8 No application for withdrawal of bids will be entertained after the due date of submission of application. The applicant can apply for withdrawals of bids by **23.59 Hours. of 25.11.2026** only and not after the said cut-off date and time.
In case the applicant withdraws his/her participation after the due date and time, the fixed EMD deposited by the said applicant shall be forfeited.

6. E-Auction Process

6.1 The bidding will be conducted in Indian Rupees (INR) only.

6.2 The bid will trigger off from this price and is the same as Reserve price + (Plus) one incremental value.

6.3 **Incremental value: Incremental Value for this E-Auction is Rs. 10,00,000/- (Rupees Ten lakh only).** Minimum Bid increment shall be available to the Bidders at the start of the E-Auction. The bidder can bid higher than the Highest Bid (H1 Price) at any point of time during the E-Auction by multiples of the **minimum one increment value**. The minimum incremental value will be displayed against the property on the bidding screen of all participating bidders. The software will not accept any bid other than the multiple of incremental value.

E.g.: upset price=40,00,00,000/- increment value 10,00,000/-, min. multiple of increment allowed =1 times i.e. Rs. 10,00,000/-

If Current H1 value = 50,00,00,000/- Minimum next bid can be = 50,10,00,000/- [i.e. 50,00,00,000/- (current H1) + {10,00,000/-(increment value) x 1 (min multiple of increment)}]

6.4 **Max multiples of increment value allowed per bid:** in onetime bidder can quote the next H1 price up to current H1 price + (plus) the maximum allowed multiple of incremental value.

For these auction Max Multiples of increment value allowed is 10 Times of the incremental value. In other words, bidder cannot quote in onetime, more than 10 times of the incremental value.

E.g.: upset price=40,00,00,000/- increment value 10,00,000/-, max multiple of increment allowed =10 times i.e. Rs. 1,00,00,000/-

If Current H1 value = 50,00,00,000/- maximum next bid can be = 51,00,00,000/- [i.e. 50,00,00,000/- (current H1) + {10,00,000/- (increment value) x 10 (max multiple of increment)}]

6.5 **H1 Price:** It is the highest value placed in the bid at any point of time during the E-auction for the property. It will be visible to all the bidders on the screen and the bidders can bid an amount of "H1 price + (plus) incremental value and/or in multiples of incremental value" only.

6.6 **Auto Auction extension of the Closing time.**

(a) **Auto Extension:** if any bidder submits the bid less than 5 min prior to Auction closing time, the system will automatically extend the auction closing time by 10 min.

For Example: *If the auction is closing at 17:00 Hrs and if any bidder bids between 16:55 and 17:00 Hrs, the auto auction extension will extend the auction closing time to 17:10 Hrs and if any bidder bids between 17:05 and 17:10 Hrs, it will be extended to 17:20 Hrs and so on.*

(b) **Unlimited Auto auction extension**: As indicated above, if the bidder bids within the last 10 minutes of the auction closing time, the Auto Auction extension will continue to extend the Auction time till no bid is received within the last 10 minutes of the auction closing time.

6.7 **Auto Bid:** The Auto Bid feature allows Bidders to place an Automated Maximum Bid in the auction and bid without having to enter a new amount each time a competing Bidder submits a higher offer. Bidders are supposed to quote their next highest price in confirmation to the incremental value and in multiples of thereof only. There is no restriction on changing of the Auto Max Bid/value. But once Auto Max Bid/value is clicked and freeze, the same cannot be withdrawn at any point of time during the auction period. However, if the auction is cancelled and new auction dates are announced, the earlier Auto Max Bid/value shall have no relevance. After fixing his highest limit, the manual Bid button will be disabled. The system will automatically bid on his behalf, based in the auction's H1 price. His bidding dashboard will show his Rank, the H1 price and the highest bid ongoing in the auction. Until his auto-bid amount is not reached (in the H1 price Box) for a particular property in the e-auction, the manual Bid button on his screen will remain disabled. Once his auto bid amount reaches or crosses the Auto Max Bid/value amount, then he will have to bid manually otherwise the bidder may opt for auto bid again by setting a new maximum bid amount.

6.8 **Successful Bidder:** At the end of the Forward Auction, BDA will decide upon the winner based on the highest bid placed for the plot of land under E-Auction and subsequent acceptance of BDA. The decision of "BDA" will be final & binding on all the bidders.

In case the highest bid stood cancelled or highest bidder withdraws from the bids process, BDA shall have the right to forfeit the Bid security and e-bid participation charges of H1 bidder and BDA at its own discretion may select the second highest (H2) Bidder at the Highest price quoted by H1 Bidder. In the event the second highest bidder is not being selected, BDA at its own discretion may select the third highest (H3) Bidder at the Highest price quoted by H1 Bidder. Else BDA may

i. start again the E- auction process from the point, where it ended during the earlier process; or
ii. take any such measure as may be deemed fit in the sole discretion of BDA, including inviting other bidders for negotiation or conduct fresh E-Auction or annulling the entire Bid Process.

However, the decision for acceptance of bid as above-mentioned in respect of this plot will be with BDA.

7. EARNEST MONEY DEPOSIT (EMD) & PAYMENT SCHEDULE:

7.1 Earnest Money Deposit (EMD) to be deposited from his/her account along with application form as per amount mentioned in the table below.

Sl.	Location of the plot	Plot No	Total Area of the Plot (in Acres)	Reserve price of the plot (Rs. Cr.)	Fixed EMD amount (Rs. Cr.)
1	Patia	545 (Pt)	2.134	**69.10**	**6.91**

N:B:

i. EMD includes fixed EMD payable under clause 7.1 and balance EMD to be paid as per calculation specified in clause 7.2 of the Brochure.
ii. The EMD (both fixed EMD & balance EMD) deposited by the selected bidder will be adjusted towards the quoted bid amount of the selected bidder.

7.2 Balance EMD (calculated @ 10% (Ten percent) of the quoted bid amount less the fixed EMD) to be deposited by the successful bidders within 30 (Thirty) days of intimation by BDA and for consideration of issuance of provisional allotment. The

hard copy of the documents uploaded before auctions are to be submitted along with the balance EMD amount.

7.3 The balance bidding amount calculated @ 20% (Twenty percent) of the quoted bid amount will be deposited within 2 (two) months of issue of provisional allotment.

7.4 The remaining bidding amount calculated @ 70% (Seventy percent) of the quoted bid amount will be deposited within 8 (eight) months of issue of provisional allotment. However, the balance payment {@70% (Seventy percent) of the quoted bid amount} can be made in instalments within the specified time.

Any delay in issuance of NOC by BDA or delay in availing loan shall not be ground for non-payment of total consideration in time as specified above.

8. HIGHLIGHTS OF E-AUCTION

8.1 e-Auction portal Registration: The bidder(s) are required to get registered online in the e-auction portal with Class III Digital signature (refer DSC Manual for details and support) and keep themselves ready for the e-auction.

8.2 Any registered/approved bidder may request for participation in the auction through the e-auction portal for the plot of land on or before the date and time of application and by depositing the EMD within last date and time.

8.3 **Online Forward Auction bidding shall commence at 11:00 hr and continue till 17:00 hr on 09.12.2026 with auto extension facility as per condition 6.6(a) & (b) above.**

8.4 Applicants who have completed the Auction formalities and paid the prescribed charges and EMD can start bidding in the online forward auction from the Bid Start price (Upset price + one incremental value) onwards only. Hence, the first online bid that comes in the system during the online Forward auction shall be higher than the auction's Upset Price by one increment or absolute multiples of increment.

8.5 The onwards bidding will have to be higher by one incremental value than the H1 rate as quoted and displayed on screen or higher than the H1 rate/price by multiples of the incremental value.

8.6 Bidders will be able to view the following on their screen along with the necessary fields in the Forward Auction.

- Opening Bid Start Price (Reserve Price) & minimum Increment Value.
- Leading (highest) Bid in the e-Auction.
- Bidder himself is H1.

8.7 The bids will be taken as an offer to purchase the plot / land as per terms & conditions of this Brochure for the Auction. Bids once offered by a Bidder, cannot be cancelled / withdrawn by the Bidder and the Bidder shall be bound by the bid quoted, failing which the Earnest Money will be forfeited.

8.8 **The Bidder must read the terms and conditions of the e-Auction Brochure very carefully for participating in bidding process.**

8.9 *All Bidders shall mandatorily visit and inspect the site prior to participating in the bidding process and shall submit, along with the bid documents, a confirmation certificate certifying that they have visited and inspected the site and have no objections or reservations regarding participation in the bidding process.* ***In the event the confirmation certificate is not submitted along with the bid documents, it shall be deemed that the Bidder has visited and inspected the site and has no objections or reservations whatsoever, and the Bidder shall have no right to raise any claim, objection, or issue in this regard at any stage in future.***

8.10 BDA reserves the right to cancel the highest bid in any condition whatsoever. The Notice for such cancellation shall be duly notified on the e-Auction portal.

8.11 BDA reserves the right to modify/ amend the terms and conditions and intimate the same prior to commencement of e-Auction or while the auction is in progress.

8.12 BDA reserves the right to postpone the date of auction due to technical issues. In such an event, all the applicants/ bidders will be intimated by e-mail and this will be advertised in the print media /e-auction portal and published in BDA website.

8.13 The highest bidder shall be allotted the plot of land on the basis of their bidding price subject to approval of the Property Allotment Committee.

8.14 EMD of unsuccessful bidder shall be refunded after issuance of provisional allotment letter to the selected bidder.

AUCTION REQUEST COMPLETION PROCESS OF E-AUCTION PORTAL.

NB: After uploading of all required document, bidders are requested to pay Auction fee and EMD amount, after that he/she has to click on "Generate Acknowledgement" & generate / download the auction submission acknowledgement for the plot of land on real time and note down the bid control number for future reference. Without auction submission acknowledgement in schedule time, even if bidder paid their EMD amount/uploads mandatory document, the auction portal can't recognize the bidder, and he/she may not take part in e-bid participation of Auction.

9. (a) TRAINING:

Intending Bidder may avail the training (online) by a request mail/contacting the Auction support team (details are given below) before the start of Auction period of bidding.

Mail id : eauctionhelpdesk@etenderwizard.com

Contact : Shri. Satamanyu Routray, Mob. 9937140591

Shri. Lokesh, Mob. 9686115304

for training in e-auction

BDA Help Desk: *Shri Ashok Kumar Mohanty, Mob. 6371801685*

Shri. Bhabani Prasad Tudu, Mob. 9861619034

E-commerce Cell, BDA :0674-2391428

Email Id: bdabbsr1983@gmail.com, bdapmu2023@gmail.com

(b) MANUALS:

Auction manual is available in the Web site. www.auctionwizard.in/BDABBSR under Manual

10. Selection of bidder, Rejection of bid, Withdrawal of bid:

(i) The selected bid shall be placed for further scrutiny and opinion of the Property Allotment Committee constituted by BDA.

(ii) The Committee may recommend for acceptance of the bid or for rejection with reasons. Recommendation of the committee shall be placed for approval of Competent Authority and decision of the said Authority shall be final.

(iii) In the event the bidder withdraws after being selected, the amount deposited towards fixed EMD shall be forfeited. However, the allotment can be cancelled on default of payment by the selected bidder in scheduled time even after selection and forfeiture of the deposits as per clause no. 11.

11. Manner of payment and consequences on withdrawal/Cancellation:

(i) The applicant shall deposit the lump sum amount as EMD as mentioned in the brochure and such deposit shall be non-interest bearing which shall be payable along with the application.

(ii) In case the successful bidder fails to pay the balance amount out of the 10% (Ten percent) of the bidding amount after adjustment of the fixed EMD within stipulated time specified in the brochure, the allotment shall be cancelled and the amount deposited towards fixed EMD shall be forfeited.

(iii) In case the selected bidder fails to pay the balance amount as per the time schedule mentioned in the brochure at any stage after issue of provisional allotment letter, then the allotment shall be cancelled and a sum of money equal to 10% (Ten percent) of the disposal price shall be forfeited and balance amount, if any, shall be refunded without any interest.

(iv) However, the Competent Authority may at sole discretion accord relaxation in payment schedule for a maximum period of 12 (Twelve) months subject to payment of interest @ 12% (Twelve percent) per annum of the unpaid part of the total bid amount for the extended period from the selected bidder.

12. **Delivery of Possession:**

Unless prohibited / restricted by compelling circumstances beyond the control of BDA, BDA will deliver the possession of the plot / asset as is whereas basis to the allottee within 30 (Thirty) days from the date of execution of Development Agreement on payment of total quoted amount along with statutory dues, taxes, levies, surcharge and fees etc. as applicable.

13. **Execution of Conveyance Deed:**

i. On payment of the total quoted amount along with other statutory dues taxes, levies, surcharge and fees etc. as applicable the selected bidder shall execute Development Agreement with BDA enabling the successful bidder to develop the project. The selected bidder can execute Sale Agreement with the proposed purchaser of asset (likely to be developed) over the land (allottee) after the housing project being registered before ORERA and compliance of other statutory requirement and the agreement shall be subject to terms & conditions of the Development Agreement.

ii. The Development Agreement will be so designed that the proposed purchaser of asset likely to be developed over the land (allottee) can execute sale agreement with the selected bidder and/or tripartite agreement involving selected bidder and financial institution for availing loan without taking prior permission of BDA.

iii. On completion of the housing project, BDA will execute a Conveyance Deed immediately with the selected bidder enabling to transfer the undivided proportionate share & interest over the land with the asset so developed to the allottee/ purchaser and the land to the Association of the Allottee in accordance with the provision of RERA Act and Apartment Ownership Act, 2023 without any delay.

iv. The selected bidder shall execute the Development Agreement within 30 (Thirty) days of making payment of the total quoted amount (along with other statutory dues and taxes as applicable). In the event the selected bidder fails to execute the

Development Agreement with the stipulated period of 30 (Thirty) days, BDA at its own discretion may terminate/cancel the provisional allotment and a sum of money equal to 10% (Ten percent) of the disposal price shall be forfeited.

14. **Ownership:**

Upon execution of the Development Agreement the selected bidder can obtain the plan approval of other permission required for the project and if required, register the same before the RERA and/or obtain other statutory clearance and thereafter the selected bidder can execute the Sale Agreement with the proposed purchaser of the asset likely to be developed (allottee) and the allottee can also avail loan from the financial institution on execution of Tripartite Agreement with the selected bidder / financial institutions. There is no need any permission/ NOC from BDA for execution of sale agreement / tripartite agreement by the allottee / successful bidder after execution of Development Agreement with BDA. However, transfer deed of undivided proportionate share & interest over the land along with assets so developed over land to the allottee and common land to the association of the allottee/ or transfer of undivided share & interest over land with house can be executed by the selected bidder after completion of the project on execution of Conveyance Deed with BDA on freehold status and the same shall be subject to such requirement/conditions specified in the conveyance deed.

15. **Conditions of Allotment:**

i. The land was transferred to BDA on freehold basis by the GA Department for 'Commercial' purpose in August 2021. Accordingly, BDA will offer the land on freehold basis for developing of commercial facilities. However, the BDA will execute the Development Agreement with successful bidder to develop a commercial project constructing buildings with minimum FAR of 2.00 taking permission from competent authority as per the activities permissible under prevailing ODA (Planning & Building Standard) Rules 2020 & BDA (Planning & Building Standard) Regulation 2018 as amended time to time on payment of total quoted amount along with other dues and taxes.

ii. The selected bidder shall have to obtain all statutory approval & clearance and start construction of project within 18 (Eighteen) months from the date of execution of Development Agreement. The successful bidder shall complete the project in all respect fit for occupation within 5 (five) years from the date of execution of Development Agreement. However, on request of the successful bidder the BDA may allow further extension of 2 (two) more years for project completion upon payment of delay liquidated damage charging 1 % of the bid amount quoted per

annum to the BDA by the successful bidder. Simultaneously the BDA may allow extension another 2 (two) more years upon payment of delay liquidated damage charging 2% of the total bid amount quoted per annum to the BDA. However, in the event of delay in completion of the project for the reasons not attributable to the default of the successful bidder, BDA on the request of the successful bidder may allow extension of the construction period imposing in part the liquidated damage or may waive out the same for such period. If selected bidder fails to complete the project within the specified extended period of 4 years, i.e., in total 9 years, then, BDA at its own discretion may terminate/cancel the provisional allotment and quoted money along with all other fee/charges shall be forfeited.

iii. Further, if successful bidder fails to complete the project within the specified time of project completion, including extension i.e., in total 9 (nine) years, in that case interest and penalty etc., if any, levied and/or payable to the proposed purchasers as per the provisions of the RERA and/or any other Act, successful bidder will responsible to bear all such interest and penalty whatsoever and BDA will not take any responsibility for such delays, interest and penalty etc.

iv. The successful bidder can issue allotment letter / order in favour of the proposed purchasers of the assets likely to be developed over the land. There is no need for prior permission of BDA for execution of Sale Agreement with the proposed buyers / purchasers of the assets likely to be developed (allottee) by the successful bidder. There is no need to obtain prior permission / NOC from BDA for the proposed purchaser of the assets likely to be developed (allottee) to execute a tripartite agreement involving selected bidder / financial institution for availing loan.

v. BDA will execute a Conveyance Deed in favour of the successful bidder on freehold status on completion of the project. In case the project is developed in phased manner by the selected bidder then BDA shall allow execution of Conveyance Deed in proportionate to the land use keeping view the statutory provision of minimum RERA and restriction of 2.00 FAR on request of selected bidder.

vi. The successful bidder shall comply all the applicable statutory laws of the Government and responsible for payment of all taxes of Government of India, Government of Odisha or other Government Authority, Local Bodies in respect of the schedule land from the date of execution of the Development Agreement.

vii. The selected bidder shall abide the conditions mentioned in the sanction order/ allotment letter issued by the Government of Odisha in favour of BDA relating to the land. The sanction order of the Government regarding the allotment of land along with provisions of brochure shall form part of the Development Agreement /Conveyance Deed to be executed with the selected bidder by the BDA.

viii. BDA reserve the right to alter / modify size and shape of the plot / land due to exigency arising out of the site conditions, other contingencies or due to force majeure. In the event of any deviation in the extent of total land area the quoted rate shall be adjusted on pro-rata basis against the land available in the field.

ix. The responsibility of making payment in time (on or before due date) lie with the selected bidder. The BDA is not duty bound to issue any further notice for making payments in time. The selected bidder shall furnish the copy of deposit challan/ receipts in support of payments made towards the cost of the land.

x. The selected bidder shall not sale/ transfer / lease built up area asset developed over the land without obtaining Occupancy Certificate from the Competent Authority.

xi. In the event the construction of the project of minimum 2.00 FAR is not being completed within the stipulated period / extension period (if allowed) the Development Agreement shall stand cancelled at the cost and risk of the selected bidder.

xii. The purchaser of the developed asset or built-up area over the land (allottee) shall be allowed to transfer / sell of the units after execution of Conveyance Deed by the selected bidder with BDA and subsequent deed of sale /transfer by the selected bidder with the purchaser of the developed assets / built up area / units over the plot (allottee).

xiii. The purchaser of the asset built up area so developed over the land (allottee) shall be responsible for obtaining the water supply / electricity connection from the concerned Department at his/ her own cost and also pay holding tax, ground rent, cess any other dues to the concerned Authorities. The selected bidder / purchaser of the asset / built up area developed over the land (allottee) shall be responsible for complying of the bye-laws Rules and Regulations of Govt of Odisha / Govt. of India /Local bodies / statutory authorities for the time being in force.

xiv. The selected bidder / purchaser of the asset / built up area / units developed over the land (allottee) and/or the Association of Allottee as the case may be shall pay all taxes against the asset/ built up area / unit so allotted over the schedule land as an owner / occupier.

xv. The selected bidder shall keep the BDA indemnified against any and all claims of damage which may be caused to any adjoining buildings or other premises by such buildings or any consequence in the aforesaid works and also against all payments whatsoever payable or to be demanded by any local Authority / statutory Body/Authority in respect of the said work or anything done for the construction of the housing project.

xvi. The selected bidder / purchaser of the developed asset /built up area / units over the land (allottee) and/or the Association of Allottee as the case may be shall have only surface right /undivided proportionate interest over schedule land. That the Government excepts and reserves unto itself continue as the owner of any mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Government and its agents and workmen, shall enter upon all or any part of the property to search for, win, make merchantable, and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Government and to lay down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the purchaser for damage done unto him thereby, subject to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of said property and to all public rights or easement affecting the same.

xvii. That notwithstanding execution of this deed, use of the property in contravention of the provisions of Master Plan / Zonal Development Plan / Lay out plan shall not be deemed to have been condoned in any manner and the Town Planning / Local authorities shall be entitled to take appropriate action for contraventions for relevant provisions in this regard or any other law for the time being in force.

xviii. Further that, no portion of the land shall be put to any use other than what is permissible under the development controls with permission of the local Planning Authority duly authorised under any law for the time being in force.

xix. The selected bidder /purchaser of the built-up area / asset/ units developed over the land (allottee) shall comply with building, drainage and other bye-laws of the appropriate Municipal or other authorities for the time being in force.

xx. If it is discovered at any stage that this deed has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud, then this deed shall become void at the option of the Government who shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the Government in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.

xxi. The selected bidder shall not commit any act on the said property so as to render it unfit for the purpose for which the land is allotted to BDA by the Government. The selected bidder / allottee and the association of the allottee as the case may be, shall require to pay the ground rent and cess for the schedule land before the competent Revenue Authority. The rent is liable for revision as per the decision of the Government of Odisha.

xxii. The selected bidder/ allottee of the asset developed over the land shall not commit any act of waste on the said land so as to render it unfit for the purpose of being used for housing purpose.

xxiii. The registration charge and stamp duty for the execution of the deed shall be borne by the selected bidder and the purchaser so developed over the land (allottee) and the transfer shall deem to have given effective into force with effect from the date of registration of Conveyance Deed / transfer deed.

16 **INTERPRETATIONS:**

In case of any dispute or doubt as the interpretation of any clause or terms of the brochure the decision of the BDA shall final and binding on the selected bidder and the purchaser of the developed asset / built up area (allottee) / association of the allottee.

The Authority reserved right to reject any or all application without assigning any reason thereof.

17. JURISDICTION OF COURT

The courts of Bhubaneswar shall have the jurisdiction over all matters for determination of disputes/litigation if arises between the BDA and the bidder/ applicant.

18. ADDRESS FOR CORRESPONDENCE

All postal correspondences shall be made to the:

Secretary,
Bhubaneswar Development Authority
Akash Shova Building,
Sachivalaya Marg,
Bhubaneswar-751001.

For further information, visit our website: ***bda.gov.in.*** For any assistance on online registration, UAN No. etc. kindly email us on bdabbsr1983@gmail.com or visit / contact the helpdesk established in office of BDA.

BHUBANESWAR DEVELOPMENT AUTHORITY

Application Form

(Duly filled, signed and scanned document copy to be uploaded during the request for participation in the e-Auction portal)

Advertisement No. and Date

Location & Plot No

(Indicate the plot applied for)

Sr. No.	Description	Particulars
1.	Name of the firm	
2.	Status (Legal entity)	
3.	Address with pin code	
4.	Authorised Signatory Name	
5.	Contact number	
6.	Fax No.	
7.	Mobile No.	
8.	Email Id.	
9.	Year of incorporation / Date of Birth (for individuals) (Certificate of Incorporation / Registration to be furnished)	
11.	Details of PAN (Copy of PAN Card to be furnished)	
12.	Details of GST Registration No. (Copy of GST Registration number to be furnished)	
13.	Contact person (Name & Address)	
14.	Contact person Mobile / telephone no.	

Sr. No.	Description	Particulars
15.	Contact person email ID	
16.	Any other relevant information	

I/We hereby undertake to abide by all the terms & conditions of brochure prescribed by BDA for this scheme.

Date:

Full signature of the Authorized Signatory

BHUBANESWAR DEVELOPMENT AUTHORITY

Bank Account Details for EMD Refund

(Dually filled, signed and scanned document copy to be uploaded during the request for participation in the e-Auction portal)

Advertisement No and Date:	
Location & Plot No.:	
1. Name as in the Bank record (Indusial/ Firm / Company)	
2. Account Number:	
3. Name of the Bank:	
4. Name of the Branch:	
5. IFSC Code:	
6. MICR Number:	
7. Contact Details:	
7 Mobile No (contact person):	

Date:

Full signature of the Applicant

FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, _____[name of the Company/ Partnership firm/ LLP], a _____ [Company/ Partnership firm /LLP] incorporated under the _____[Insert relevant act], having its Registered Office at _____[Address of the Company/ Partnership firm /LLP] (hereinafter referred to as "**Company/ Partnership firm/ LLP**"):

WHEREAS in response to the condition of _____ for "**[Name of the Project]**" ("Project"), the _____Company/ Partnership firm/LLP is submitting its application for the Project issued by the BDA and is desirous of appointing an attorney for the purpose thereof.

Whereas the _____[Company/ Partnership firm /LLP] deems it expedient to appoint Ms./Mr._____ daughter/son of _____ resident of _____, holding the post of _____ as the Attorney of the _____[Company / Firm].

NOW KNOW ALL MEN BY THESE PRESENTS, that _____ [name of the Company] do hereby nominate, constitute and appoint [name & designation of the person] son/daughter/wife of _____ as its true and lawful Attorney so long as she/ he is in the employment of the Company/ Partnership firm/LLP to do and execute all or any of the following acts, deed and things for the Company/ Partnership firm /LLP in its name and on its behalf, that is to say:

- To act as the Company/ Partnership firm /LLP official representative for submitting the application for the Project and other relevant documents in connection with the brochure.
- To sign all documents in relation to the application and participate in E-auction and other conferences, respond to queries, submit information/documents, sign and execute Conveyance Deed and undertakings consequent;
- To submit documents, receive and make inquiries, make the necessary corrections and clarifications to the project documents, as may be necessary;
- To sign and execute contracts, Conveyance Deed relating to the Project, including any variations and modifications thereto;
- To represent the Company/ Partnership firm/LLP at meetings, discussions, negotiations and presentations with BDA, Government Authorities, Independent Engineer and any other Project related entity;

- To receive notices, instructions and information for and on behalf of the company/partnership firm;
- To execute all necessary agreements or documents for implementation of the Project, including the Conveyance Deed for and on behalf of the Company/ Partnership firm/ LLP; and
- To do all such acts, deeds and things in the name and on behalf of the Company/ Partnership firm/ LLP as necessary for the purpose aforesaid.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the power hereby conferred shall always be deemed to have been done by us.

The common seal of [name of the Company/ Partnership firm/ LLP] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the _____day of _____,20_____ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/ Partnership firm/ LLP of [name of the Company/ Partnership firm/ LLP]	---------- - [name & designation of the person] ---------- -- [name & designation of the person]

Annexure-A

BHUBANESWAR DEVELOPMENT AUTHORITY

NATIONAL ELECTRONIC FUNDS TRANSFER/REAL TIME GROSS SETTLEMENT

(To be filled in by the applicant in BLOCK LETTERS)

Customer's Copy

Counterfoil Date:

PART-I (Details of applicant/remitter/originator)

1. Remitter's Name:
2. Bank Name/Branch:
3. Account Name:
4. Account No.:
5. Type of Account: SB/CA/CC

Details of Beneficiary

Instructions to Bankers: PLEASE ENTER A/c No. SEPARATELY FOR EACH CHALLAN AND GENERATE SEPARATE UTR No. FOR EACH CHALLAN AS THE A/c NO WILL BE DIFFERENT FOR EACH CHALLAN.

Account No.	**006101057870**
Centre/IFSC code	**ICIC0000061**
Bank	**ICICI Bank Limited**
Branch	**Unit-3, Bhubaneswar**
Beneficiary Name	**BHUBANESWAR DEVELOPMENT AUTHORITY**
Type of A/C	**SAVINGS ACCOUNT**
Account Name	**BHUBANESWAR DEVELOPMENT AUTHORITY**
Amount Rs. (a)	_____
Bank Charges (b)	_____ (Local bank's charges extra)
Total Amount Rs. (a+b)*	_____
Total in Words	_____

* If the Credit amount is less than total amount the payment reconciliation is liable for rejection.

Instructions for bidders:

1) Do not re-use the challan for other tenders.
2) Do not alter/modify the amount or any other printed matter in the challan
3) Retain a copy of the counterfoil acknowledged by the Bank for your reference.

4) Vendors should preferably use this challan only in the bank to avoid any discrepancies in challan format.

Customer's Signature

Contact Phone No.

For Bankers:

UTR/Remittance No:

BHUBANESWAR DEVELOPMENT AUTHORITY

NATIONAL ELECTRONIC FUNDS TRANSFER/REAL TIME GROSS SETTLEMENT

(To be filled in by the applicant in BLOCK LETTERS)

Bank Copy

Counterfoil Date:-

PART-I (Details of applicant/remitter/originator)

6. Remitter's Name:
7. Bank Name/Branch :
8. Account Name:
9. Account No.:
10. Type of Account : SB/CA/CC :

Details of Beneficiary

Instructions to Bankers: PLEASE ENTER A/c No. SEPARATELY FOR EACH CHALLAN AND GENERATE SEPARATE UTR No. FOR EACH CHALLAN AS THE A/c NO WILL BE DIFFERENT FOR EACH CHALLAN.

Account No.	**006101057870**
Centre/IFSC code	**ICIC0000061**
Bank	**ICICI Bank Limited**
Branch	**Unit-3, Bhubaneswar**
Beneficiary Name	**BHUBANESWAR DEVELOPMENT AUTHORITY**
Type of A/C	**SAVINGS ACCOUNT**
Account Name	**BHUBANESWAR DEVELOPMENT AUTHORITY**
Amount Rs. (a)	_____
Bank Charges (b)	_____ (Local bank's charges extra)
Total Amount Rs. (a+b)*	_____
Total in Words	_____

* If the Credit amount is less than total amount the payment reconciliation is liable for rejection.

Instructions for bidders:

5) Do not re-use the challan for other tenders.
6) Do not alter/modify the amount or any other printed matter in the challan
7) Retain a copy of the counterfoil acknowledged by the Bank for your reference.
8) Vendors should preferably use this challan only in the bank to avoid any discrepancies in challan format.

Customer's Signature

Contact Phone No.

For Bankers:

UTR/Remittance No: