



BROCHURE

**E-AUCTION OF Ac.0.9419 dec. of Land
at
Unit-3, Kharavel Nagar, Bhubaneswar
on
“AS IS WHERE IS BASIS”**

**Booking Starts at :11.00 AM on - 03/06/2022
Closes at : 5.30 PM on 30/06/2022
On-line: E-Auction at: 11.00 AM on 13/07/2022**

**ODISHA STATE HOUSING BOARD
Sachivalaya Marg, Bhubaneswar-751001
Phone No-(0674)-2393524/2392587/2393277
EPBAX(0674)2391542,2390141 –
Ext.- 147/ 160 /134, FAX (0674) 2393952.**

1. INTRODUCTION:

Odisha State Housing Board (OSHB), a Govt. of Odisha undertaking, the premier housing institution of the State, offers to allot a vacant patch of leasehold land available within Chandrama Apartment complex measuring Ac.0.9419 dec on “as is where is” basis in Mouza – Kharavel Nagar, Unit-3 Bhubaneswar through E-Auction.

2. LOCATION:

The premium site is centrally located within the “Chandrama Complex- A JV project of OSHB” in the heart of Bhubaneswar city at 5 minutes distance from JANPATH, near Master Canteen square Bus Terminal/City Railway station.

3. LAND DETAILS:

Back ground of land:

The Chandrama Apartment Project over Ac 3.825 dec of Govt land has been implemented in joint venture with M/s B. Engineers & Builders Ltd. in 1998. As per approved plan from BDA vide BDA approval letter No.-3889/BP dtd 01/05/1999, the project provided for construction of 03 nos. of Residential blocks (305857.17 sft of built up area - 240 flats) and 01 commercial block (102737.44 sft), club & community (12154.38 sft) i.e. total 420748.99 sft of built up area. The Agency has constructed 03 nos. of residential blocks only providing for 246 numbers of flats (including 6 flats beyond earlier approved plan). The commercial block, community & club have not been taken up by the Agency.

Due to dispute in payment to OSHB as per the terms of the agreement, the matter was referred to Arbitration and as per award passed by the Hon'ble Arbitrator on dtd. 05.05.2021 and 17/07/2021, commercial block & Club-community portion from the project area has been reverted back to OSHB, the owner of the land. Now OSHB has taken over the vacant land meant for commercial block and will allot the same to successful bidder through E-Auction process.

The successful bidder is required to develop the available vacant land for residential and or commercial use as per his business plan within the provisions of ODA Rule 2020, by taking into account the constructions already taken up and meeting other criteria, as required for approval of building plan. He is also required to construct & provide community & club as per clause 3.7, without any cost to the existing Residents/allottees in the complex.

- 3.1 The developed patch of land available within the Chandrama Complex will be allotted on leasehold basis to the successful highest bidder through e-auction, with following details.

Particulars	Area	Upset price (Rs in crore)	EMD (Rs. in crore)
Land patch in Chandrama Apartment Complex	Ac 0.9419 dec or 41030 sft	23.94 Crore	2.40 Crore

- 3.2 GST as applicable will be payable by the bidder, extra over the bid value.
- 3.3 The EMD amount will be adjusted towards the Bid value. The balance of Highest Bid value, will be paid in two equal installments within 04(four) months from date of intimation by OSHB after selection.
- 3.4 The land will be allotted on “as is where is basis”.
- 3.5 The area of land may increase or decrease subject to final measurement at the time of handing over possession. In that case, the payment shall be adjusted on pro-rata basis.
- 3.6 Any other statutory dues towards registration charges, stamp duty, all taxes, Association Membership fee, maintenance fee, etc. as applicable, will be the sole responsibility of the successful bidder.
- 3.7 The bidder is also required to construct community and club house of minimum 12154 sft. and provide to OSHB, at free of cost within the complex over the earmarked area, (other than the bidding land area) for use of all the allottees of the project, i.e. the existing allottees and new allottees of proposed built up space/units to be constructed, as per mutually agreed upon specifications & plan of OSHB.
- 3.8 There will be a mixed development of Residential and or Commercial, as permissible under Zoning Regulation of BDA (Planning and Building standard) Regulation 2018, ODA Ruls-2020, Other Govt. & BDA circulars with amendments from time to time.
- 3.9 The intending bidder/applicant may inspect/visit/ascertain/confirm the site to satisfy himself about the locality, approach to the site, commercial potential & risks, etc., before submission of bid. Objections if any, after submission of bid concerning the plot shall not be entertained. OSHB will facilitate the site visit for the intending buyers.

4. ELIGIBILITY OF APPLICANTS:

- 4.1 The applicant may be an individual or an Indian Legal entity like Companies registered under Company Act 1956/2013, Partnership firm, Govt. entities, Public sector undertaking, Society, Trust or Proprietorship firm. (as permissible by OSHB at its sole discretion)
- 4.2 Applicants (other than individual or proprietorship) shall have to furnish the power of attorney for authorized signatory along with Board Resolutions.
- 4.3 In case of an individual, he/she must be major on last date of application and a responsible person.
- 4.4 Any allotment made on the basis of false/fabricated information and/or suppression of facts shall be cancelled on forfeiture of total payment of consideration received by OSHB and consequential possession of the allotted plot and or construction, if any, made over the plot. In addition, the allottee shall be liable for criminal prosecution of filing false affidavit(s) & information(s).

5. MANDATORY REQUIREMENT:

- 5.1 The applicant must have a valid Permanent Account Number (PAN) of the Income Tax Department.
- 5.2 The applicant must have been registered on-line in the official website of OSHB/E-Auction portal.
- 5.3 The bidder must have a (DSC) Digital Signature Certificate of Class-III only. Without DSC, bidders will not be able to participate in the auction.

Note:

- *For any difficulty/inconvenience faced by bidder in registration and Digital Signature Certificate, interested applicants may take support from OSHB helpdesk.*
- *Interested applicants are requested to take early step for obtaining DSC to avoid last minutes rush.*

6. TERMS & CONDITIONS OF ALLOTMENT:

- 6.1 The allotment shall be on long term lease basis, for a term specified in the lease deed.
- 6.2 OSHB 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 OSHB.
- 6.3 After selection of successful highest bidder and issue of allotment order from OSHB, he/she may prepare business plan, submit architectural drawings to BDA/BMC and other documentations for obtaining approval from Competent Authority.

- 6.4 Only after payment of the total bid value and on execution of lease with OSHB, the possession of the plot will be handed over on “As is Where is Basis”. The buyer can initiate development & construction activities in the field, after taking over possession.
- 6.5 The buyer must take appropriate care, not to cause any inconvenience to the residents of the Chandrama Complex during the development of the land.
- 6.6 The bidder has to prepare the architectural building plan taking into account the constructions already made, required provisions of community/club and any further requirements for use of all the allottees including the existing residential units in the complex and obtain approval of Statutory Authorities like BDA/BMC/ORERA. The bidder is also required to comply to all statutory requirements as per ORERA including occupancy certificates as per norms.
- 6.7 The proposed development plan of the bidding land will be considered as the part of the total project land area, while preparing the architectural drawing & plan for approval from BDA/BMC as per ODA Rules, 2020.
- 6.8 The community and club will be provided without any cost for use of the residents /all the allottees of the complex, as at clause 3.7.
- 6.9 It will be open to the bidder to finalize the development plan for residential and or commercial built up space as per market conditions and ODA Rules, 2020 and amendments there on from time to time.
- 6.10 The land will be allotted by OSHB on leasehold status to the bidder, with permission to develop the same and rent/sub-lease the approved built up space/units to be constructed over the plot, to 3rd party at his level.
- 6.11 The bidder will have to intimate OSHB, the name of buyers of the built of space/units to be constructed over the plot, after issue of allotment order. In respect of any subsequent resale/repurchase done in respect of the units constructed by the bidder, amongst the 1st buyer and any 3rd party, permission from OSHB must be obtained, as otherwise, any such unauthorized transactions will be void. Such transactions will be allowed by OSHB, after necessary payment of processing fees, as admissible and compliance of prescribed terms and conditions.
- 6.12 The development plan of the plot has to be finalized and submitted to BDA/BMC with intimation to OSHB maximum within one year of taking over possession, failing which the allotment will be liable for cancellation.
- 6.13 The successful bidder shall have to take all required steps to utilize the land for development of the project maximum within three (03) years of taking physical possession, failing which the deposits will be forfeited and the lease/allotment will be cancelled at the cost and risk of the allottee.

- 6.14 If the highest/selected bidder fails to pay the balance of the bid value within the prescribed time limit, the EMD will be forfeited. No extension of time for payment of balance dues or withdrawal after selection / allotment is allowed, under normal circumstances. Also in case the applicant applies for withdrawal after selection, the EMD will be forfeited. The responsibility of making payment in time on or before the due date will be that of successful bidder, OSHB will not be duty bound to issue any notice for making payments.
- 6.15 Bids without required documents & EMD amount will be rejected.
- 6.16 OSHB will have no obligation except for handover of the land to the bidder after successful payment of bid value and compliance of all other terms of allotment.
- 6.17 The construction of project shall be as per the approved plan by competent Statutory Authority(s). The bidder shall be responsible for obtaining water supply and/or electricity connection from concerned department at his/her own cost and also pay holding tax/ground rent, cess and any other dues to the concerned Authorities.
- 6.18 The successful bidder will be held responsible and totally liable to all Statutory Authorities including ORERA, BDA, BMC etc in respect of the project for all sorts of compliances and in case of any violations from approved designs, drawings and unauthorized constructions, delay in completion, deficiency in services etc. OSHB will be in no way responsible, for any such act by the bidder.
- 6.19 It is mandatory on the part of all the allottees in the complex to be member of the Association as per provisions of “ The Odisha Apartment Ownership Act,1982” and Rules, amendments made there on from time to time for the management ,upkeep, maintenance of common facilities and services.

7. REFUND/WITHDRAWAL/CANCELLATION

- 7.1** In case of default of payment after issue of Provisional allotment letter, allotment will be cancelled & EMD amount shall be forfeited.
- 7.2** If the bidder fails to pay the due amount after issuance of provisional allotment and within the stipulated period of payment or withdraws from the process, OSHB shall cancel the provisional allotment in addition to the forfeiture of EMD amount.
- 7.3** The EMD amount of all unsuccessful applicants will be refunded to the Account of the applicant by NEFT/RTGS in the account number mentioned in the application form within 3 months from date of E-Auction.
- 7.4** If any applicant once selected as a successful bidder and his candidature is withdrawn or cancelled due to default, he/she shall not be eligible to participate in any further scheme to be launched by OSHB in future.

8. DELIVERY OF POSSESSION:

OSHB will deliver the possession of the plot on as-is-where-is basis to the successful bidder within two months from the date of final allotment (after payment of total quoted amount) or as will be intimated after full payment of the highest bid amount, all statutory dues and taxes as applicable, execution of lease deed and compliance of all terms and conditions, unless prohibited / restricted by compelling circumstances beyond the control of OSHB.

9. EXECUTION OF LEASE DEED

On payment of the required dues the successful bidder/allottee shall execute the lease deed in the prescribed format to be provided by OSHB and register the same in the office of the DSR/SR, Bhubaneswar at his/her own cost. The principal lease deed executed between Government of Odisha and the OSHB as well as the conditions of brochure and allotment letter, shall form part of the lease deed to be executed with the selected bidder in respect of the bidding land.

10. OWNERSHIP:

The successful bidder/allottee becomes the lessee consequent upon execution of lease deed and taking over possession. The lessee shall be entitled to heritable and transferable lease hold rights over the allotted property. Subsequent transfer of lease hold rights may be permitted by express/written order of OSHB as per the brochure condition and lease terms only after expiry of 2 (two) years from the date of taking over possession of the approved built up space/units to be constructed over the plot, subject to payment of all dues and required processing fee/consent charges and other dues as per existing rules and guidelines and rules to be in force at the time of application for transfer, as a 3rd party transfer. The OSHB reserves the right to refuse such permission for transfer without assigning any reason. OSHB reserves the right to accord permission / NOC for third party transfer on payment of processing fees along with other dues, as per prevalent rules and compliance of such terms and conditions. OSHB has also the discretion to reject the request.

11. INTERPRETATION:

In case of any disputes relating to the terms and conditions of the bid or any other matter relating to the e-auction or the allotment, the decisions of Chairman, OSHB shall be final and binding to the bidder/applicant.

12. JURISDICTION OF COURT:

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

13. SUBMISSION OF APPLICATION for E-Auction:

13.1 The applicants have to submit filled in application in online mode through OSHB website <https://oshb.org> and upload the required documents, EMD, application money, etc. before the due date. He has to download the acknowledgement after submission of application and documents for future reference. After selection, the successful bidder will have to submit hard copy of uploaded documents along with original document in support of EMD & Application money deposit.

13.2 **Earnest Money Deposit:**

EMD is to be paid online before the due date, i.e. 30.06.2022 through NEFT/RTGS. Bidder has to upload the scan copy of payment receipt during registration.

The NEFT/RTGS is to be made to the following Bank.

Bank Name- Bank of Baroda, OGNB branch, Bhubaneswar,

Account No- 78350200000330,

Account Name- Orissa Housing Board Fund

IFSC code- BARB0VJORIS

Type of Account- Current

for an amount of Rs. 2,40,00,000/- (Rs 2.40crore) only along with their Bid. Bids which are not accompanied by the Earnest Money Deposit shall be rejected by OSHB as “Non-Responsive”.

13.3 **Application fees:**

Bidders are required to submit the application fees of INR 25000/- (Non-refundable) + GST @18% or as applicable through NEFT/RTGS to the account mentioned at clause 13.2, along with submission of the proposal for participating in this e-Auction.

13.4 No application for withdrawal of bids will be entertained after the due date of submission of application, i.e. 30.06.2022. In case the applicant withdraws his/her participation after the due date, the EMD deposited shall be forfeited.

13.5 The Bidder shall be responsible for all of the costs associated with the preparation of its Bid and its participation in this selection process, including, without limitation, any and all costs, direct or indirect incurred in verifying, gathering and collecting material, information and data, whether included in the Information or not, or on securing the services of advisors and / or consultant, etc. OSHB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of this selection process.

13.6 **Upset price:**

The upset Price of the land is fixed at INR 23,94,00,000/ (Rupees twenty three crore ninety four lakh) only. The bidder has to pay statutory taxes over and above his quoted bid amount as applicable

from time to time. It is made clear that a bidder quoting less amount than the upset price shall not be entertained.

13.7 Documents to be submitted with application:

- Filled in application form.
- Receipt in support of deposit of EMD & Application money.
- Copy of PAN card.
- Copy of Aadhar card.
- Affidavit in prescribed format.
- Passport photo.

14. E-AUCTION PROCESS:

14.1 The intending applicant/bidder is required to get registered online in e-auction portal (www.tenderwizard.com/OSHB) with class-III digital signature.

14.2 The registration is valid for one year from the date of registration. Registration charges will be Rs.1180/- (Rupees one thousand one hundred eighty including GST) & is non-refundable, to be paid online payment mode only.

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

14.4 The bid will be trigger up from upset price + one incremental value.

14.5 **Incremental value:** Incremental value for this auction is **Rs.10,00,000/-**(Rupees ten lakh). Minimum bid increment shall be available to the bidders at the start of the auction. The bidder can bid higher than the highest bid (H1) at any point of time in the auction by multiples of the minimum bid increment. The software will not accept any bid other than the multiple of incremental value.

14.6 **H1 Price-** it is the highest bid value placed in the bid at any point of time during the auction process. It will be visible in the screen and the bidder can bid “H1 price + incremental value or multiples of incremental value” only.

14.7 **Auto Extension of Closing Time:**

i) Auto Extension: if any bidder submits the bid less than 5 mints. 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 , the auto auction extension will extend the auction closing time to 17:10 and if any bidder bids between 17:05 and 17:10, it will be extended to 17:20 and so on.*

ii) Unlimited Auto auction extension: As indicated above, if the bidder bids within the last 5 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.

14.8 **Auto Bid:** The Auto Bid feature allows Bidders to place an Automated Maximum Bid in an 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 frozen, 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.

14.9 **Max multiples of increment value allowed per bid:** 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.

E.g.: Upset price= Rs.23,94,00,000/- increment value Rs10,00,000/-
max multiple of increment allowed =10 times i.e. Rs.1,00,00,000/-
If Current H1 value = 35,00,00,000/- maximum next bid can be =
36,00,00,000/- i.e. 35,00,00,000/- (current H1) +(10,00,000/-
(increment value) x 10(max multiple of increment))

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

In case the highest bid stood cancelled or highest bidder withdraws from the bids process, OSHB shall have the right under forfeit the Bid security and e-bid participation charges of H1 bidder and OSHB at its own discretion may

select the second highest (H2) Bidder for the Project (with negotiated price); or

select the third highest (H3) Bidder for the Project (with negotiated price); or

to start again the E- auction process from the point, where it ended during the earlier process; or take any such measure as may be deemed fit in the sole discretion of OSHB, including inviting other

bidders H3, H4 for negotiation or fresh E-Auction from the qualified Bidders or annulling the entire Bid Process.

15. PAYMENT SCHEDULE:

EMD has to be deposited from the bidder's own bank account along with application form as per amount mentioned at clause **13.2**.

The balance of Highest Bid value will be paid in two equal installments within 04(four) months from date of intimation by OSHB after selection.

16. HIGHLIGHTS OF e-AUCTION:

- 16.1** E-Auction portal Registration: The bidder(s) are required to get registered online in the e-auction portal with Class III Digital signature and keep themselves ready for the e-auction.
- 16.2** Any registered/approved bidder can 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.
- 16.3** Online Forward Auction bidding shall commence at 11:00 hr and continue till 17:00 hr on 13.07.2022 with auto extension facility as per condition.
- 16.4** 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.
- 16.5** 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
- 16.6** Bidders will be able to view the following on their screen along with the necessary fields in the Forward Auction.
- Opening Bid Start Price & minimum Increment Value.
 - Leading (highest) Bid in the e-Auction.
 - Bidder himself is H1.
- 16.7** The bids will be taken as an offer to purchase the patch of land as per terms & conditions of this Brochure for the Auction. Bids once made 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.
- 16.8** The Bidder must read the terms and conditions of the e-Auction Brochure very carefully for participating in the bidding process.

- 16.9** OSHB reserves rights to cancel the highest bid in any condition whatsoever. The Notice for such cancellation shall be duly notified in the website of OSHB /e-Auction portal.
- 16.10** OSHB 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.
- 16.11** OSHB 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 newspapers.
- 16.12** The highest bidder shall be allotted the land on the basis of their bidding price.

17. TRAINING:

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

Help Desk for e-auction

Mail id: *eauctionhelpdesk@etenderwizard.com*

Contact: *Lokesh H.R : 09686115304; Satamanyu Routray, 9937140591*

Contact for other queries(Time: 10.00 Hours to 17.30 Hours on working days):

Mr. Ananta KrushnaPatra, Ex.Eng., Div-I, Mob- 9437233154

Mr. Benudhar Mallick, AAO, Scheme, Mob-8598975497,

Mr. Manas Ranjan Dash, Scheme Officer, Mob- 9861032436

Mail id: *aaoscheme.oshb@gmail.com / schemeofficer.oshb@gmail.com / Pe1@oshb.org*

18. TIME SCHEDULE:

- Booking opens on— 11.00 AM of 03.06.2022
- Due date for submission of application—5.00 PM of 30.06.2022 (Booking closes)
- Date of E-Auction -- 13.07.2022 from 11 AM to 5 PM.

19. ADDRESS FOR CORRESPONDENCE:

All correspondences shall be made to:

Housing Commissioner Cum Secretary,
Odisha State Housing Board, Sachivalaya Marg,
Bhubaneswar-751001

Phone No-(0674)-2393524/2392587/2393277

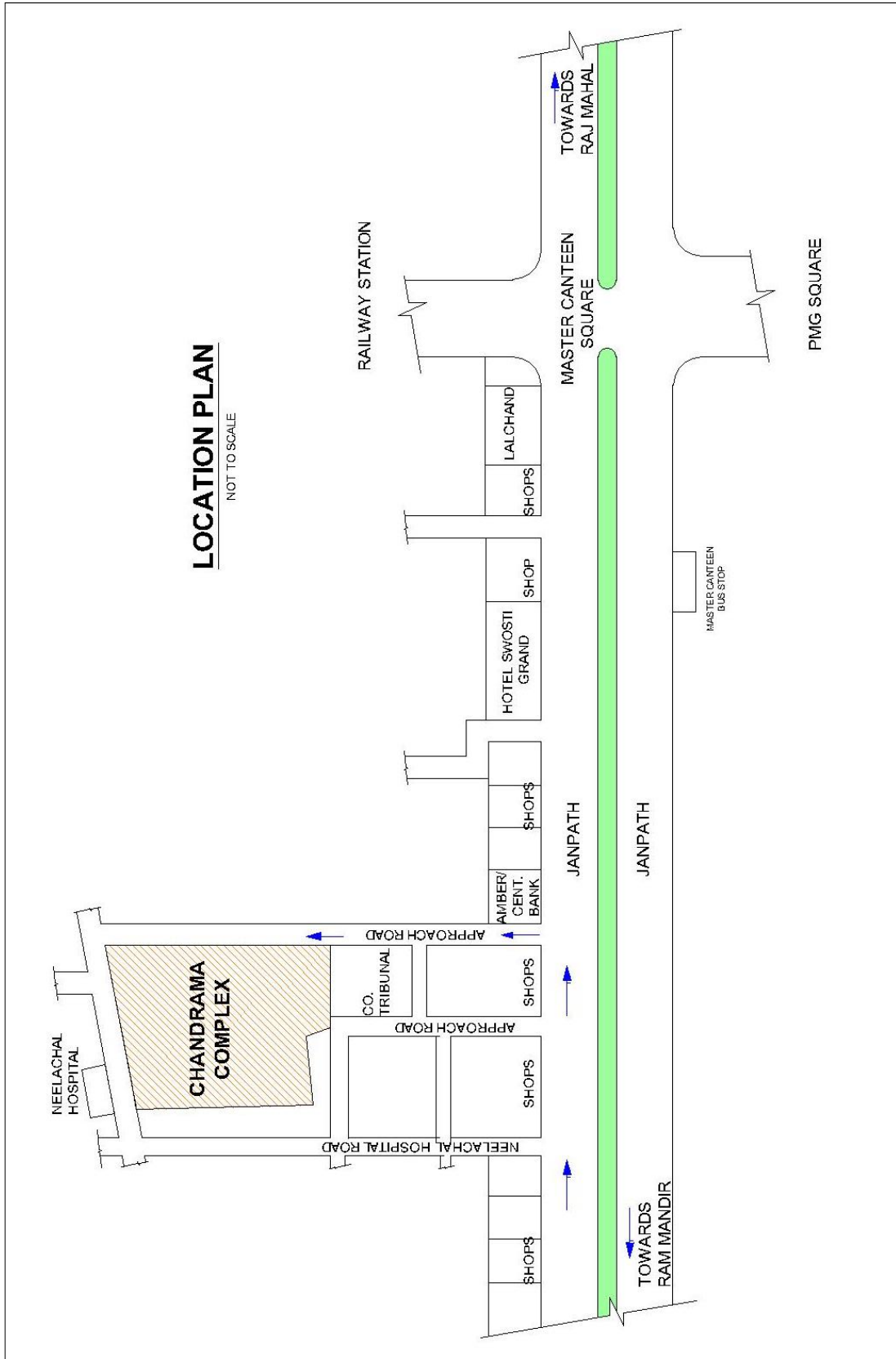
EPBAX – 0674) 2391542, 2390141 – Ext.- 147, 160 /134,

FAX (0674) 2393952,

Website :<https://oshb.org>.

E-Auction portal :- www.tenderwizard.com/OSHB

20. LOCATION & SITE PLAN:



SITE PLAN CHANDRAMA COMPLEX

NOT TO SCALE

