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## HOUSING & URBAN DEVELOPMENT DEPARTMENT

### NOTIFICATION

The 30th November, 2022

No.1672–HUD-HU-POLICY-0002/2022 – Government after careful consideration have been pleased to approve the “**Odisha Housing For All Policy for Urban Areas, 2022**” to put in place a set of progressive and futuristic models of intervention for creation of Affordable Housing stocks for the most vulnerable section of the society while ensuring that the overall quality of the city is allowed to improve.

Further, it intends to integrate various policies of the Government to ensure that the Developers, Home buyers & other stakeholders receive the benefits of the Government interventions and the spatial, financial & social challenges of urban developments are adequately addressed.

On coming into effect of this policy, the “Policy Housing For All in Urban Areas, Odisha, 2015” shall stand repealed and the provisions of this policy have overriding effect over all the previous policies.

By Order of the Governor

G. MATHIVATHANAN

Principal Secretary to Government

# **Odisha Housing for All Policy for Urban Areas, 2022**



**Odisha Urban Housing Mission**

**H & UD Department**

**Govt. of Odisha**

**Abbreviations**

<b>AHA &amp; DA</b>	Affordable Housing Area & Developer Area
<b>AHFC</b>	Affordable Housing Facilitation Centre
<b>BMV</b>	Bench Mark Value
<b>BUA</b>	Bulit-up Area
<b>CIDF</b>	CDP Infrastructure Development Fund
<b>DA</b>	Development Authority
<b>DLP</b>	Defect Liability Period
<b>EMI</b>	Equated Monthly Installment
<b>EPC</b>	Engineering, procurement, and construction
<b>EWS</b>	Economically Weaker Section
<b>FAR</b>	Floor Area Ratio
<b>HFC</b>	Housing Finance Company
<b>HH</b>	Household
<b>HIG</b>	High Income Group
<b>H &amp; UD</b>	Housing and Urban Development
<b>LIG</b>	Low Income Group
<b>LTV Ratio</b>	Loan To Value Ratio
<b>MCA</b>	Model Concession Agreement
<b>MIG</b>	Middle Income Group
<b>NGO</b>	Non-Governmental Organization (not for profit)
<b>NHB</b>	National Housing Bank
<b>OUHM</b>	Odisha Urban Housing Mission
<b>OSHB</b>	Odisha State Housing Board
<b>PDA</b>	Project Development Agency
<b>PDP</b>	Private Developer project
<b>PPP</b>	Public Private Partnership
<b>PWD</b>	Public Works Department
<b>RERA</b>	Real Estate Regulatory Authority
<b>RFP</b>	Request For Proposal
<b>RIT</b>	Regional improvement Trusts

<b>RMA</b>	Rental Management Agency
<b>RWA</b>	Resident Welfare Association
<b>HFA</b>	Housing For All
<b>HFAPoA</b>	Housing For All Plan of Action
<b>SHG</b>	Self Help Group
<b>SLRS</b>	Slum Level Registered Society
<b>SPA</b>	Special Planning Authority
<b>SPV</b>	Special Purpose Vehicle
<b>sq.ft.</b>	square feet
<b>sq.m.</b>	square meters
<b>SRDP</b>	Slum Rehabilitation and Development Policy of Odisha
<b>SRPA</b>	Slum Redevelopment Project Area
<b>TDR</b>	Transferable Development Rights
<b>UAN</b>	Unique Account Number
<b>ULB</b>	Urban Local Body

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## Chapter-I: INTRODUCTION

Housing, a primordial need of every human being has also been a civilisation of aspiration, which has become more pronounced with increased urbanisation. As per a UN report published in 2019, almost 20% of world's population are deprived of adequate housing. The situation in India is no better. A report by Technical Group on Urban Housing Shortage for the 12th Plan (TG-12)—set up by the Ministry of Housing and Urban Poverty Alleviation, indicates that 18.78 million households were not having access to adequate housing.

The National Commission on population, Ministry of Health and Family Welfare, projects the urban population of Odisha at 85.76 lakhs for the year 2022 and 115 Urban Local Bodies (ULB) of Odisha are home to about 18 lakhs households. The demand survey conducted under Housing for All Plan of Action-PMAY (U) in the year 2019, pegs the urban housing demand at 4,80,412. Out of which 2,00,710 houses are sanctioned under Pradhan Mantri Awas Yojana Urban (PMAY-U) and Rajiv Awas Yojana (RAY) another 3,000 houses have been constructed by private developers under Model I of 'Policy for Housing for All in Urban Areas, Odisha 2015'. This indicates a shortage of about 2,00,000 houses in the urban areas of Odisha. Analogues to the increase in spending on social and physical infrastructure by Govt, there is a spurt in urbanisation, which is likely to further widen the hiatus of inadequate housing in the state. In this content, it is worth mentioning that, housing being a capital-intensive enterprise, require innovative models of public private partnership to meet the growing housing demand of the cities.

An analysis of the current trends indicates that, the residential projects undertaken by the private sectors predominantly caters to the demand in Higher Income Group (HIG) & Upper Middle Income Group (MIG) categories. The options available for the Lower Income Group (LIG) & lower MIG are almost non-existent barring the interventions by Govt or initiatives in collaboration with Govt. It needs no reiteration that affordability has remained a significant challenge of majority of population settling down in cities for economic opportunities. This also does not augur well for a society which aspires to achieve inclusivity and spatial parity.

Housing & Urban Development Department (H&UD Dept) had been consistently working towards the goal of improving the livelihood of the people and livability of cities for people belonging to every strata of the society. In the year 2015, on dated 14.08.2015, 'Policy for Housing for All in Urban Areas, Odisha 2015', was notified with a primary objective of creating adequate housing stock for the economically weaker sections of the people. The policy envisaged seven different models for achieving this objective. During the last seven years, the policy had been

immensely useful in guiding the real estate market in urban areas of Odisha. The learning and experiences during this period, were imbibed into the policy through a number of amendments. After extensive consultation with the stake holders, drawn from various sectors, it is now believed that the policy needs to expand its horizons to include housing solutions for people belonging to the LIG and lower MIG.

H&UD Dept is also conscious of the contemporary challenges in the real estate market especially post COVID period. Therefore, several proactive and progressive reforms have been initiated to achieve the twin objective of strengthening the real estate ecosystem and ensuring better access of affordable housing to the citizen in the cities of urban Odisha.

The legislation of historic Land Rights to Slum Dwellers Act, 2017, has brought comprehensive changes in terms of formalisation of informal settlements and the consequential community empowerment. A whole new perspective has now been added to the way development of the cities are perceived. Similarly, reforms initiated through notification of Odisha Transferable Development Rights 2015, Common Application Form rule 2016, ODA (P&BS) Rules, 2020; OTP&IT (P&BS) Rules, 2021 have brought about sweeping changes in the building regulations. Attempts have been made to eliminate the confusion created on account of multiple regulations and lack of standard practices across the development and planning authorities. These reforms intended to provide a bunch of incentives, exemptions, and relaxations for development of Affordable Housing in the State. Various progressive norms of town planning have been introduced not only to make the policies congruous to current requirements but also to provide for the requirement of future.

Another landmark legislation which has added a new dimension to the real estate sector is 'The Real Estate (Regulations and Development) Act, 2016'. The act has defined the promoter and home buyer relationship at length and lent essence of credibility and predictability to the real estate market which was hitherto questionable. Odisha has been one of the pioneering states to implement this Act. Odisha notified the Real Estate (Regulations and Development) rules, 2017, under the said Act and established Odisha Real Estate Regulatory Authority and Odisha Appellate Tribunal for an efficacious registration of projects and resolution of disputes.

In line with the aforesaid developments, it was felt expedient to notify a fresh Housing for All Policy incorporating the essential elements of its precursor with a set of new provisions. The Policy for Housing for All in Urban Areas, Odisha 2022, will obviate the challenges and establish a conducive environment for investment in real estate in general and Affordable Housing in particular.

## Chapter-II: DEFINITIONS

In this policy, unless the context otherwise requires; following terms shall have the meaning as defined herewith below:

- 2.1 **“Affordable Housing Facilitation Centre/s”** shall refer to beneficiary facilitation center/s as opened & operationalized by Government or PDAs under provisions of this policy;
- 2.2 **“Affordable Housing Project”** shall mean housing projects meant for EWS and LIG housing. However, the relevant norms of minimum number of EWS housing units in a project shall be as per the PMAY (U) guidelines and any other similar Scheme of State and Central Government for availing financial assistance under the scheme.
- 2.3 **“Affordable Housing Units”** shall mean dwelling units for EWS and LIG households only;
- 2.4 **“Allotment”** means allotment of a particular Affordable Housing Unit to an allottee, by following the process as defined in this policy;
- 2.5 **“Allottee”** means a person to whom an affordable housing unit has been allotted;
- 2.6 **“Applicant”** means a person who has submitted his application for allotment of an affordable housing unit by putting his/her signature or thumb impression on an application form or by submitting the same electronically;
- 2.7 **“Application”** means an application made in such form as may be prescribed from time to time;
- 2.8 **“Authority/ies”** shall mean and include the government body/ies referred individually or collectively namely OUHM, ULB, PDAs, etc. and any other government body assigned with any responsibility under this policy;
- 2.9 **“Basic Urban Services / Municipal Services”** mean services of drinking water supply and sanitation, drainage, sewerage, solid waste disposal and street lighting;
- 2.10 **“Beneficiary”** or **“Beneficiary Family”** shall comprise husband, wife and unmarried children. The beneficiary family should not own a pucca house (an all-weather dwelling unit) either in his/her name or in the name of any member of his/her family in any part of India;
- 2.11 **“Bid Documents”** shall mean to include all such documents which might have been provided by the OUHM or PDA and /or by the private entity as an intent to participate in the bidding process and shall also include all related documents to the project which might have been served, published, notified by either of the parties from time to time;
- 2.12 **“Carpet Area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or

- verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;
- 2.13 “Concession Agreement”** refers to the contract agreement as entered into between the PDA and the developer in accordance with terms and conditions of the bidding documents and as approved by OUHM;
- 2.14 “Cost of Construction”** shall mean all costs represented on square foot basis which are associated and incurred by the PDA towards designing, building, construction, installation, testing and commissioning as per the approved project;
- 2.15 “Cost to the Beneficiary”** shall mean the amount likely to be paid by the beneficiary/allottee for allotment of an Affordable Housing Unit on heritable but nontransferable ownership basis and the same excludes interests and other financial charges, which have been or may have to be paid by the beneficiary in due course of time for any loan and finances solicited by him for this purpose. This does not include the subsidy amount that a beneficiary may receive from the State Government or Central Government.
- 2.16 “Government”** means Government of Orissa for the State Government and Government of India for the Central Government.
- 2.17 “Government Subsidies”** shall mean to include such grants and aid as provisioned by the government for the purpose of improving housing affordability of the public at large;
- 2.18 “Grievance Redressal Committee”** means a committee as constituted by OUHM for every PDA and notified from time to time;
- 2.19 “Housing Project”** means housing complex on plotted developments or having multiple apartment blocks or multiple buildings within one premises having more than 8 dwelling units.
- 2.20 “Land Use”** means the use of land in comprehensive development plan or zonal development plan or town plan or master plan or any other plan as may be applicable in this regard;
- 2.21 “Mixed Housing Development”** refers to development of such housing estates which provides for dwelling units for more than one category of income groups;
- 2.22 “Municipality”** means a Municipal Corporation or Municipal council or a Notified Area Council;
- 2.23 “Neighbourhood Shopping”** means a group of commercial units ~~developed~~ in neighbourhood of housing estates for the purpose of supplying necessary and requisite day to day items and also supports commerce, trade or business or otherwise as required by the residents of these housing estates;

- 2.24 “Odisha Urban Housing Mission”** shall refer to a Mission as constituted by Government of Odisha under this policy;
- 2.25 “Policy”** refers to “Odisha Housing for All Policy for Urban Areas, 2022” including amendments made from time to time;
- 2.26 “Project Development Agencies”** means any state government agency which takes up development of any type of housing estates and shall include OSHB, ULBs, DAs, RITs, SPAs, etc.;
- 2.27 “Public Private Partnerships” means** a contract between Authority on one side and a private entity on the other, for the development of land to achieve a specific end use, wherein investments are made by the private sector entity and wherein there is well defined allocation of risks between the private sector and the Authority;
- 2.28 “Slum”** means a compact area of at least 300 population or about 60-70 households of poorly built congested tenements, in unhygienic environment usually with inadequate infrastructure and lacking in proper sanitary and drinking water facilities;
- 2.29 “Shelter Fee”** means the fee to be paid by the developer in accordance with Chapter IV and Annexure 2 of this policy;
- 2.30 “Transfer of Development Rights”** means making available certain amount of additional built up area in lieu of the area relinquished or surrendered by the owner of the land, so that he can use extra built up area himself in some other land;
- 2.31 “Transit Accommodation”** means the accommodation and house sites provided to slum dwellers during the redevelopment period when they are unable to continue in their existing dwellingspace;
- 2.32 “Urban Local Body (ULB)”** means Urban Local Body duly notified as such by Housing and Urban Development Department of Govt. of Odisha under provisions of relevant acts;
- 2.33** Words and expressions used in this Policy but not defined shall have the same meaning as assigned to them in the Orissa Municipal Act-1950 and rules made there under, the Orissa Municipal Corporation Act-2003 and rules made thereunder and Orissa Development Authority Act-1982 and rules made there under or any other Acts, Rules & Regulations of State Government.

### **Chapter – III: OVERVIEW OF THE POLICY**

The Government of Odisha has taken up “Housing for All” as a top priority mission at the state level. The government has envisaged establishment of a Mission and earmarking of adequate financial, technical and managerial resources to this effort.

This Policy is intended to provide the overarching enabling framework to facilitate achievement of the set objectives.

### **3.1 Vision**

To ensure that all residents of urban areas in Odisha have access to a range of housing options within their affordability limits by putting in place a system that will deliver results consistently over a period of time.

### **3.2 Mission**

To work towards a set of strategies to create a steady supply of affordable housing stocks to cater to the growing demand. Over a period of 7 years, the government intends to completely address housing deficit in urban areas and have an operational system, where supply matches demand.

### **3.3 Objectives**

The specific objectives of this Policy are as follows:

- a) To create a comprehensive, holistic policy framework to address all aspects of housing for the urban poor including slum rehabilitation and redevelopment as well as new housing and rental housing.
- b) To promote inclusive mixed housing development in all new housing projects, both in the public and private domain.
- c) To promote mixed land use in housing estates in future so as to meet requirements of neighbourhood shopping, retail etc. within walking distance.
- d) To enable proactive market-led efforts to address the low and informal income market segment.
- e) To promote public private partnerships for affordable housing and slum rehabilitation projects.
- f) To ensure availability of land for such projects in a time bound and regulated manner.
- g) To set principles for allotment of AH units, SRRH units and RH units to various beneficiaries in a transparent and efficient manner.
- h) To establish an effective institutional framework ensuring single window approvals for housing projects.
- i) To provide a platform for operation and maintenance of AH, SRRH and RH units in a cooperative manner.
- j) To promote inclusive & participatory planning and implementation processes for slum redevelopment housing.

- k) To integrate various livelihood programmes with housing programmes benefiting beneficiaries of AH, SRRH and RH and ensuring overall socio-economic development of the families.
- l) To ensure provision of networked municipal services across the city for ensuring better standards of living for urban poor,
- m) To promote and set up a system for formation of Housing Societies by the existing Slum Dwellers and to promote their participation in Slum Redevelopment programmes.
- n) To promote and ensure minimum relocation of the existing slum dwellers so as to maintain sanctity of existing economic and social linkages developed over a period of time in the informal settlements.
- o) To provide a frame work for supply of Affordable Rental Housing for new migrants to prevent development of new slums.
- p) To provide a mechanism to address operational issues that may arise from time to time during implementation of policy.

### 3.4 Strategies

To fulfill the above objectives, the Government of Odisha has decided to deploy a set of strategies that will address both the supply side and the demand side of affordable housing and integrate them with livelihood promotion.

#### 3.4.1 Supply side strategies:

- a) Mandate the provision of affordable houses for urban poor as part of all new housing development projects both in the public and private domains and to provide adequate incentives to make such mandatory provisions viable.
- b) Create a favorable environment for developers to provide market-based solutions for affordable housing through an appropriate set of incentives.
- c) Create a policy framework for public private partnerships in affordable housing where the government through its agencies provides government land for the purpose.
- d) Articulate a set of principles for allocation of government land for affordable housing projects.
- e) Integrate the policy framework for slum rehabilitation and redevelopment with affordable housing policy.

**3.4.2 Demand side strategies:**

- a) Establish Affordable Housing Facilitation Centers to aggregate demand by registering potential beneficiaries, verifying their profile and facilitating access to home loans.
- b) Establish transparent processes for matching beneficiaries with projects for allotment of houses.

**3.4.3 Service Level Strategies**

- a) Establish responsibility frame work, integrate and coordinate various government agencies responsible for provisioning of basic services at the location of housing developed by the Project Development Agencies (PDA) in any of the Models under the policy.
- b) Mandate formation of registered housing societies for cooperation, participation and management of AH and SRRH projects and for taking up redevelopment and resettlement programmes in a cooperative manner with help of PDAs and State Government.
- c) Enhance the capacity and effectiveness of such housing societies for repair, maintenance and management of the housing estates through involvement of private entities under PPP mode or otherwise. The details relating to formation of registered society, operation and maintenance of estates etc. are provided in Annexure – 6 of this policy.
- d) Establish a mechanism for capturing in CDP Infrastructure Development Fund (CIDF) or State Housing Fund, as the case may be, concession fees as collected in case of PPP projects and any other fees collected from private developers and to provide for funding support out of these funds for various activities required for provisioning of housing for all.

**3.4.4. Livelihood Level Strategies**

- a) Make efforts to ensure that there is no disruption of socio-economic linkages of informal settlements by undertaking redevelopment of existing slums in situ to the extent possible or to relocate them in close proximity to the existing sites.
- b) Alignment and establishment of public transport linkages between important nodes of the city where affordable housing units are being built and core business district and other markets so as to create hassle free communication between livelihood areas and residential areas.

- c) Make efforts to create mixed housing zones so that livelihood support linkages get created between the HIG/MIG segment housing and the EWS & LIG families.
- d) Creation of vendors' markets of vegetable, arts, crafts etc. depending on the capabilities and demands of the community either within the housing estate or in a nearby area.
- e) Promote engagement of in-house residents of the housing estate in maintenance and management of the housing estates and taking up skill upgradation for the same.
- f) Convergence of various urban livelihood programmes under the state & central government for improving livelihood options for urban poor.

### **3.5 Models under Housing for All (HFA) Policy in Odisha**

The Government of Odisha envisages seven models for intervention under this Policy, which can operate independently or in combination with each other.

- a) Model-1: Mandatory Development of Affordable Housing
- b) Model-2: Incentives for market based development of Affordable Housing
- c) Model-3: Development of Affordable Housing Projects
- d) Model-4: In-situ Slum Redevelopment
- e) Model-5: Relocation and Rehabilitation
- f) Model-6: Beneficiary-Led Individual Housing Construction or Enhancement
- g) Model-7: Rental Housing.

### **3.6 Standard provisions**

The unit size, unit price norms for reserved units, allotment system, development control norms for affordable housing projects, development of internal and external infrastructure, eligibility criteria for beneficiaries/applicants and maintenance of the project area developed for affordable housing units have been mentioned in relevant Annexures to this Policy.

### **3.7 Provisions of Basic Services to Slum Dwellers**

This policy also recognizes the need to provide for an effective mechanism for provision of basic services to urban poor living in slums till their habitation are taken up for comprehensive redevelopment under provisions of Chapter V of this Policy. Therefore, state government will take up a set of measures and interventions to safeguard rights of slum dwellers to basic services as per provisions given in Annexure – 9.

### **3.8 Regulatory Reforms**

Availability of urban land is the biggest constraint in providing housing to all including weaker sections. Therefore, to ease administrative and regulatory bottlenecks, following reforms will be taken up.

- 3.8.1 The State Government will make suitable changes in the law for obviating the need for conversion of Agricultural land for Non-Agricultural purposes under Odisha Land Reforms Act, 1960, if land is already earmarked in Development Plan for Non-Agricultural purposes.
- 3.8.2 It shall be ensured that at the time of preparation of master plans / development plans; at least 20% of land meant for housing is reserved for Affordable Housing.
- 3.8.3 The State Government will put in place a system of single window mechanism with time bound clearance for layout approval and building permissions by various authorities.
- 3.8.4 Authorities will prepare and notify pre-approved layouts and building plans for Affordable Housing so that same can be used by citizens for taking up construction of such houses.
- 3.8.5 The State Government will enact rent control law on the lines of Model Tenancy Act being prepared by Ministry of Central Government.
- 3.8.6 The State Government will make provisions for grant of additional FAR/FSI/TDR and relaxed density norms for slum redevelopment and low cost housing.

## Chapter-IV: MODELS OF AFFORDABLE HOUSING

With a view to provide access to affordable housing for the urban poor including urban slum dwellers, the Policy adopts the following models:

### 4.1 Model 1: Mandatory Development of Affordable Housing Units

In line with the Policy objective of promoting inclusive mixed housing development, this model mandates development of Affordable Housing Units in all new housing projects in urban areas of Odisha. This model is applicable for development by both private developers and Project Development Agencies (PDAs).

#### 4.1.1 Private Developers

**4.1.1.1 Reservation requirement:** All apartments/ group-housing schemes with plot size exceeding 2,000 sqm. shall have to compulsorily reserve minimum 10% of the approved / constructed carpet area, for Affordable Housing Units in order to obtain building plan approval from the Competent Authority under the applicable building regulations.

**4.1.1.2 Compensatory FAR:** The FAR consumed for Affordable Housing dwelling units shall be exempted from the overall built-up area calculation towards FAR for the project. Additionally, the private developer shall be entitled to receive compensatory FAR equivalent to 100% of built-up area towards FAR utilised for Affordable Housing. This additional FAR shall be utilised in the same project subject to the limitation of max permissible FAR over the plot of land as per the prevailing Planning & Building Standard Rules/ Regulations. This additional FAR can be adjusted towards purchasable FAR, in cases the developer constructs more than Base FAR over the plot of land.

**4.1.1.3 Utilization of remaining built-up area:** The remaining built-up area may be utilized for other categories of houses and commercial purposes. This shall be as per the relevant provisions of Planning & Building Standards Regulation in force.

**4.1.1.4 Mixed-use development:** 5% of the built up area towards FAR reserved for Affordable Housing units shall be developed as neighbourhood shopping and community facilities (if any). Out of same, 3% of the built up area towards FAR must be exclusively reserved for neighbourhood shopping facilities. The FAR consumed under this section shall form part of total built up area being

developed for Affordable Housing Units. The provisions of Annexure – 5 shall also apply to these developments.

**4.1.1.5 Relaxations for developers:** The mandatory provisions shall be ordinarily followed in all housing projects except in cases where, provisioning for Affordable Housing Units cannot be provided for practical reasons. In such cases, following relaxation will be available on case to case basis;

- a) **Development at separate location:** In the event of any problem in accommodating Affordable Housing dwelling units on the project site, the private developer may be allowed to provide the same requirement of affordable housing at another location within the jurisdiction of the Municipal Corporation/ Municipality/ NAC. In cases, where the project site is located beyond the jurisdiction of the Municipal Corporation/ Municipality/ NAC and within the jurisdiction of Development Area of the Planning Authority; then the private developer may be allowed to provide the mandatory requirements at another location within the jurisdiction of the concerned Development Authority. This relaxation will also be available to the ongoing projects.
- b) **Payment of Shelter Fee:** In case, if providing the Affordable Housing Units at a separate location as mentioned in clause (a) above is not possible and the land area of project is up to 2 Ha, the private developer may be allowed to pay a “Shelter Fee” in lieu of development of required Affordable Housing Units in accordance with provisions as prescribed under Annexure - 2. The Shelter Fee contributed by private developer shall be included as a part of the CDP Infrastructure Development Fund (CIDF) to be established for each Development Authority. For the cities not covered under jurisdiction of a Development Authority, a State Level Housing Fund will be created for the purpose. The developer shall have the option to deposit “Shelter Fee” in four equal installments spread over the validity period of the project approval.
- c) **Development of Affordable Housing over Government land by Private Developer:** This provision of the Policy sets up mechanism for accessing government land by private developers which enables them to address the issue of reserving Affordable Housing Units within their project sites. Further,

this should ensure better occupancy of the constructed Affordable Housing Units over available government land within city limits without disturbing the livelihood linkages.

- i. In such case, the government land shall be provided to PDA on freehold and free of cost basis for taking up affordable housing projects by the private developer to accommodate the mandatory requirement of Affordable Housing to be developed by the private developer under Model- I. The PDA may also allot land parcels to private developers that has already been transferred to PDA from the State Government for taking up Affordable Housing / In-situ slum redevelopment projects.
- ii. The PDA shall invite application from individual developer or group of developers for undertaking development of Affordable Housing dwelling units as per their requirement under Clause No.- 4.1.1.1 in on-going & future projects. The PDA shall select such developer(s) on first come first serve basis for development of Affordable Housing blocks.
- iii. Initially, the PDA will execute a Development Agreement with the Selected Developer(s) with a right to design, construct, develop and allot the Affordable Housing Units within a period coterminous with his/ their own project(s) against which AH units are being developed under this model. After completion of the project and obtaining Occupancy Certificate from the competent authority; lease deed shall be executed by the PDA with the Developer(s) as per the Rules/ Regulation of respective PDA in this regard.  
The Developer(s) shall not be issued with the Occupancy Certificate of his/ their own project until the Affordable Housing units under this model is fully completed by the Developer and Occupancy Certificate has been obtained.
- iv. The development of Affordable Housing Units along with physical infrastructure like water supply, external electrification, sewerage connection, solid waste management facility, drainage etc. and social infrastructure facility including neighborhood shopping shall be the sole responsibility of the private developers.

- v. The Affordable Housing Units under this provision shall be allotted as per Clause 4.1.1.6 and Annexure- 3 of this Policy following the online allotment module developed by the State Government or the PDA.

However, if an allottee desires to sale the allotted Affordable Housing Units after the lock-in period as specified under Annexure- 3; he/she is required to get the NOC from the PDA and the ownership can only be transferred to another beneficiary / allottee who himself/herself is also eligible for allotment of a dwelling unit under this policy.

- vi. Land parcels coming under developable land use zone may be allotted to the Private Developer(s) to take up the affordable housing units under this model except land parcels located in Agricultural & Forest Use Zone, Water Bodies Use Zone and any other restrictive zones as indicated in the Development Plans prepared under the relevant Acts.

- d) Exemption from Building Plan sanction fee:** The projects under this model shall be exempted from payment of building plan sanction fee to the extent of affordable housing units only in terms of built-up area used.
- e) Exemption from External/Periphery Development Charges:** The projects under this model shall be exempted from payment of external/ periphery development charges to the extent of affordable housing units in terms of built-up area used.

**4.1.1.6 Allotment of Affordable Housing Units:** The Affordable Housing (AH) units developed under this model shall be allotted on basis of following principles:

- a) It should be allotted to beneficiaries who are eligible as per the criteria fixed in Annexure – 3.
- b) The allotment will be done on the basis of lottery.
- c) Odisha Urban Housing Mission (OUHM) will designate one PDA for each district or a group of districts. Such designated PDA shall be responsible for overall supervision of allotment of the Affordable Housing units created under this Model and for ensuring adherence to the provisions of the policy.
- d) The allotments shall be supervised by the designated PDA. This shall be subject to following conditions:

- (i) The committee constituted for the purpose of allotment shall have the Developer or its authorised representative, as member;
  - (ii) The payments as due from the beneficiary will be paid directly by him to the developer;
  - (iii) Cost to the beneficiary will be as provided in Annexure - 1.
- e) The substitution of allottee shall follow the same process as discussed above.
- f) The procedures given in Annexure – 3 shall apply, mutatis mutandis.

#### **4.1.2 Project Development Agencies for Government (OSHB/ ULBs/ DAs/ RITs/ SPAs):**

**4.1.2.1 Reservation requirement:** All housing schemes by government PDAs shall earmark at least 20% of the Carpet Area in all its housing schemes for Affordable Housing Units. In case of plotted development scheme(s), the PDAs shall earmark at least 20% of the saleable residential land area in its plotted schemes for Affordable Housing. Such land area reserved towards development of Affordable Housing shall be provided to PDA on free of cost or land premium of such land shall be adjusted towards cost of any land to be paid by the PDA to the State Government.

**4.1.2.2 Compensatory FAR:** The FAR consumed for Affordable Housing units shall be exempted from the overall built-up area calculation towards FAR for the project. Additionally, the Govt. PDA shall be entitled to receive additional FAR equivalent to 100% of the BUA utilised for FAR for Affordable housing units. This additional FAR shall be utilised in the same project subject to the limitation of maximum permissible FAR over the plot of land as per the prevailing Planning & Building Standard Rules/ Regulations. This additional FAR can be adjusted towards purchasable FAR, in cases the PDA constructs more than Base FAR over the plot of land.

**4.1.2.3 Utilization of remaining land area:** The remaining land area may be utilized for other categories of houses and commercial purposes. This shall be as per the relevant provisions of Planning & Building Standards Regulations, in force.

**4.1.2.4 Mixed-use development in area reserved for Affordable Housing Units :** 5% of the built up area towards FAR reserved for Affordable Housing dwelling units shall be developed as neighbourhood shopping and community facilities (if any). Out of same, 3% of the built up area towards FAR shall be exclusively reserved for neighbourhood shopping facilities. The FAR consumed under this section shall form part of total built up area being developed for Affordable Housing. The

provisions of Annexure – 5 shall also apply to these developments.

#### **4.1.2.5 Implementation Issues:**

- a) The relaxation available to private developers vide provisions 4.1.1.5(a), 4.1.1.5 (d) and 4.1.1.5 (e) shall also be available to PDAs, if the PDA undertakes housing scheme/ projects.
- b) The lease deeds already signed by PDAs, for government land allotted to them, shall be deemed to be amended to enable PPPs for housing. In all lease deeds to be signed after notification of this policy, a specific clause shall be added to enable PPPs for housing as per this policy.
- c) The allotment shall be done by PDA to beneficiary as per the principles given in Annexure – 3.

## **4.2 Model 2: Incentives for Market Based Development of Affordable Housing**

In line with the Policy objective of enabling proactive market-led efforts to address the housing needs of EWS and LIG households, this model sets up an incentive mechanism, in terms of market pricing and other incentives for private developers and PDAs where projects with 100% Affordable Housing Units are taken up with an aim of increasing the supply of affordable housing units in urban areas of Odisha.

### **4.2.1 Private Developers**

**4.2.1.1 Applicability of Model 1 requirements:** The provisions of Clause 4.1.1.6 of Model 1 of this policy relating to mandatory provision of Affordable Housing shall apply to Model 2 also.

**4.2.1.2 Development of projects with 100% Affordable Housing Units:** If any private developer utilizes 100% of the land area towards development of Affordable Housing Units, then he will be eligible to get incentives as prescribed in this Model.

**4.2.1.3 Compensatory FAR:** Under this model the maximum permissible FAR as per the prevailing Planning & Building Standards Rules/ Regulations shall be allowed for the whole project site without requirements of any TDR or purchasable FAR. Further, the developer shall be entitled to receive additional FAR equivalent to 100% of BUA utilized towards FAR for Affordable housing units. This additional FAR shall be

given to the developer in form of TDR which the developer may utilize as per the OTDR Rules, 2015 as modified from time to time.

**4.2.1.4 Mixed-use development in area reserved for Affordable Housing Units:** 5% of the built up area towards FAR reserved for Affordable Housing Units shall be developed as neighbourhood shopping and community facilities(if any). Out of same, 3% of the built up area towards FAR shall be exclusively reserved for neighbourhood shopping facilities. The FAR consumed under this section shall form part of total built up area being developed for Affordable Housing Units. The provisions of Annexure – 5 shall also apply to these developments.

**4.2.1.5 Other incentives and relaxations to developers:**

- a) **Market pricing:** The developer shall be at liberty to determine the sale price of the Affordable Housing Units, subject to an overall upper limit as prescribed under Annexure -1. This price will be revised time to time by the State Government / Odisha Urban Housing Mission. The developer can allot Affordable Housing (AH) units created under the provisions of 4.2.1.2 following the procedure defined under 4.1.1.6. Provided the developer shall not allot more than one Affordable Housing units in a project to a single household.
- b) **Fast track approval process:** The projects under this model shall be eligible for fast track approval process as specified by the Government in Annexure-5.
- c) **Exemption from land use conversion charges:** The developer shall be exempted from land use conversion charges by the competent revenue authority to the extent of Affordable Housing, on issuance of a certificate from the Authority approving the building plan.
- d) **Exemption from Building Plan sanction fee:** The projects under this model shall be exempted from payment of building plan sanction fee to the extent of affordable housing in terms of built-up area used.
- e) **Exemption from External/Periphery Development Charges:** The projects under this model shall be exempted from payment of external/ periphery development charges to the extent of affordable housing in terms of built-up area used.

## **4.2.2 Project Development Agencies for Government (OSHB/ ULBs/ DAs/ RITs/ SPAs)**

**4.2.2.1 Applicability of Model 1 requirements:** The provisions of clause 4.1.2.5 of Model 1 of this policy relating to mandatory provision of Affordable Housing shall also apply to Housing projects of PDA covered under Model 2.

**4.2.2.2 Development of projects with 100% Affordable Housing Units:** If any PDA utilizes 100% of the land area towards development of Affordable Housing Units, then they will be eligible to get further incentives under this model.

**4.2.2.3 Compensatory FAR:** Under this model the maximum permissible FAR as per the prevailing Planning & Building Standards Rules/ Regulations shall be allowed for the whole project site without requirements of any TDR or purchasable FAR. Further, the PDA shall be entitled to receive additional FAR equivalent to 100% of BUA utilized towards FAR for Affordable housing units. This additional FAR shall be given to the PDA in form of TDR which the PDA may utilize as per the OTDR Rules, 2015 as modified from time to time.

**4.2.2.4 Mixed-use development in area reserved for Affordable Housing Units:** 5% of the built up area towards FAR reserved for Affordable Housing Units shall be developed as neighbourhood shopping and community facilities (if any). Out of same, 3% of the built up area towards FAR shall be exclusively reserved for neighbourhood shopping facilities. The FAR consumed under this section shall form part of total built up area being developed for Affordable housing. The provisions of Annexure – 5 shall also apply to these developments.

### **4.2.2.5 Other incentives and relaxations to PDAs:**

- a) **Market pricing:** The PDA shall be at liberty to determine the sale price of the affordable housing units subject to an overall upper limit as prescribed under Annexure- 1. This price will be revised time to time by the State Government / Odisha Urban Housing Mission. The PDAs can allot Affordable Housing units created under provisions of 4.2.2.2 by following its own allotment procedures or procedures defined by State Government in this regard.
- b) **Fast track approval process:** The projects under this model shall be eligible for fast track approval process as specified by the Government in Annexure - 5.

- c) **Exemption from Building Plan Sanction fee:** The projects under this model shall be exempted from payment of building plan sanction fee to the extent of affordable housing in terms of built-up area used.
- d) **Exemption from External/ Periphery Development Charges:** The projects under this model shall be exempted from payment of external/ periphery development charges to the extent of affordable housing in terms of built-up area used.

### 4.3 Model 3: Development of Affordable Housing Projects

Under this model, Government will give specific target for creation of Affordable Housing (AH) units to various PDAs. To achieve same, State Government shall allot land to PDAs, on free of cost and freehold basis. On such lands, PDAs may take up development of affordable housing on PPP model or by itself. This will be undertaken as per following principles.

#### 4.3.1 Affordable Housing Projects on PPP Model

In line with objective of the Policy to enable public private partnerships for affordable housing and leveraging government land for affordable housing development, this model sets up a mechanism for partnership between PDAs and private developers for increasing the supply of affordable housing stock in Odisha.

**4.3.1.1 Provision of Government Land:** Government land for the projects to be taken up under this model shall be provided to PDA on free of cost and freehold basis. The land for the project shall be divided into two parts i.e. Affordable Housing Area (AHA) & Developer Area (DA). These shall be subject to following conditions:

- a) Affordable Housing area shall not be less than 40% of the total project area
- b) The Developer Area will be given by PDA to private developer on freehold basis, as per the terms and conditions of the Concession Agreement.
- c) The ownership of land reserved for Affordable Housing Area will remain with PDA and Affordable Housing units developed over same shall be allotted to the eligible beneficiaries. This allotment shall be made as per the provisions of Annexure –3.

**4.3.1.2 Mandatory Development Norms:** The following mandatory development norms shall be followed by PDA for structuring of projects under this model and the same shall also form part of the bidding documents:

- a) **Mixed Land Use Norms:** 5% of the built up area towards FAR reserved for Affordable Housing Units shall be developed as neighbourhood shopping and community facilities (if any). Out of same, 3% of the built up area towards FAR shall be exclusively reserved for neighbourhood shopping facilities. The FAR consumed under this section shall form part of total built up area being developed for Affordable Housing Units. The provisions of Annexure-5 shall also apply to these developments.
- b) **FAR:** Maximum permissible FAR as per the prevailing Planning & Building Standards Rules/ Regulations shall be allowed for the whole project site under this model. If part of the maximum permissible FAR for Affordable Housing Area remains unutilized, the same shall not be utilized by the private developer on the Developer Area or shall not be transferable to any other different location. The private developer shall not be required to submit TDR Certificate or Purchasable FAR for the built-up area to be constructed above Base FAR.
- c) **Number of Affordable Housing Units:** Bid documents shall specify the number of Affordable Housing Units to be built by the private developer for handing over to PDA. The construction specification along with the detailed plan of the Affordable Housing Area development shall also form part of bidding documents.
- d) **Neighbourhood Shopping Units & Community Area:** The neighbourhood shopping units and community area as developed by developer in Affordable Housing Area shall be handed over to PDA for further allotment and management.

#### 4.3.1.3 Selection of private developer:

- a) **Bidding Process:** The selection of the private developer shall be done through an open competitive bidding process.
- b) **Eligibility Criteria:** The private developers participating in the bidding process shall qualify on the eligibility criteria given in Annexure-4 and other such criteria as given in Bid documents. Further, in order to streamline, the process of approval of Bid/RFP documents, standards as prescribed for preparing the Bid / RFP documents for development of Affordable Housing projects through PPP mode in *Annexure 4-A* shall be followed.

However, the outcome of the bid process shall be placed before the Competent Authority. In addition to that, in the case of any deviation for standardized bid document, approval shall be taken before initiating the bidding process. Standard provisions of the bid/ RFP as per Annexure-4A shall be considered while preparing RFP document for selection of the private developer to take up the project under PPP mode.

- c) **Fixed Parameter:** The fixed parameter will be construction of Affordable Housing Units along with the neighbourhood shopping and community facilities to be developed by the private developer in Affordable Housing Area, which shall be handed over to the Project Development Authority free of all costs. In such case, the private developer shall consider utilization of at least 75% of the maximum permissible FAR over the Affordable Housing Area (AHA) towards construction of Affordable Housing Units. However, in exceptional cases due to restrictions of heights or use of land by any State/ Central Government agencies; the PDA shall have the flexibility to reduce the achievable number of units and achieved FAR with approval from the State Government.
- d) **Bidding Parameter:** The concession fee to be quoted by the private developer for the project will be the bidding criteria. The eligible private developer who quotes lowest grant or highest premium shall be selected for the project. This concession fee shall be payable to or by the PDA in installments as per conditions given in the Bid documents.
- e) **Payment of Concession Fees:** The concession fee shall be paid in or out of CIDF for the projects in the development area of Development Authorities. For other areas, the concession fee shall be paid in or out of State Housing Fund.

#### **4.3.1.4 Allotment of EWS and LIG dwelling units:**

- a) The PDA shall undertake identification, verification and final selection of beneficiaries for the affordable housing units being developed in the project. Assistance of Affordable Housing Facilitation Centers if any, established under this policy, may be taken up by PDA to perform these duties.
- b) The selection of the beneficiaries shall be done as per the provisions given in Annexure - 3. The PDAs shall also maintain a wait list of potential

beneficiaries, equivalent to 50% of the Affordable Housing Units being developed in the project to mitigate the risk of dropouts during the process of allotment or thereafter.

- c) The PDAs & ULBs shall also take up advocacy for new Affordable Housing Schemes and shall also facilitate access to Housing Micro Finance to enable beneficiaries to pay for the house.
- d) The private developer shall pro-actively participate in this facilitation process for availing of housing finance by selected beneficiaries. The selected developer shall also proactively undertake marketing activities, loan fairs and provide handholding support to the beneficiaries. The details of these obligations will form part of Bid documents.

**4.3.1.5 Utilization of Developer Area:** The private developer shall utilize the Developer Area for taking up housing and commercial projects, subject to provision of Planning & Building Standard Regulations in force and subject to provisions of this policy.

**4.3.1.6 Other incentives and relaxations:** The projects under this Model will also be eligible for availing following incentives and relaxation:

- a) **Fast track approval process:** The projects under this model shall be eligible for fast track approval process as specified in Annexure- 5.
- b) **Exemption from various fees, Charges & Security Deposit:** The projects under this model shall be eligible for exemption from following fees, deposits and charges limited to development on Affordable Housing Area:
  - i. Exemption from sanction fee of building plan sanctioning authorities;
  - ii. Exemption from payment of external/peripheral development charges of Urban Local Bodies etc.
  - iii. Exemption from keeping of security deposit by building plan approval agencies.

**4.3.2 Development of Affordable Housing Projects, directly by PDAs:** PDA may take up construction of Affordable Housing Projects directly by adopting industrial approach to construction as given in Annexure 8. In such cases, Affordable Housing Area can extend from 40% to 100% depending upon availability of funding from State Government sources or any other project. The other provisions of 4.3.1 (PPP Model) will apply, mutatis mutandis, as if PDA is the developer.

## Chapter - V : SLUM REHABILITATION AND REDEVELOPMENT HOUSING (SRRH)

### 5.1 Introduction and Preliminary

In line with the Policy objective of creating a comprehensive, holistic policy framework to address all aspects of housing for the urban poor including slum redevelopment and rehabilitation, three models are prescribed below for taking up SRRH. The Odisha Urban Housing Mission (OUHM) will be the nodal authority for taking all decisions related to selection of a particular model, project structuring etc.

### 5.2 Typologies of Slums and Development Models

The slums are broadly classified into following typologies and the models of their development will be adopted accordingly

Sl. No.	Land Ownership	Slum Typology	Development Model
1	Govt. (Centre/ state/ ULBs/ railways/ airports/forests/ etc.)	Tenable	In-Situ Redevelopment (Model 4)
2		Semi Tenable	Either Model 4 or Model 5
3		Untenable	Relocation and Resettlement (Model 5)
4	Slums with Record of Right (RoR)	Tenable	Self-development through microfinance or self-investment with in-situ upgradation / redevelopment under schemes of govt. (Model 6)

### 5.3 Step by Step Approach

**5.3.1 Finalization of Project Development Agency (PDA):** Odisha Urban Housing Mission (OUHM) will finalize PDA for taking up Slum Re-development Project for a particular slum.

**5.3.2 Spatial Survey:** A spatial survey shall be taken up for finalizing the outer boundary of every slum. This will be done on GIS platform.

**5.3.3 Validation of the Slum Boundary:** Project Development Agency (PDA) shall issue a public notice indicating the slum boundary with a request to all concerned for indicating their interest in the land, objections or suggestions on the boundary. A period of at least fifteen days will be given for submitting the responses. After hearing all the issues raised during the notice period, Project Development Agency will finalize the boundary.

**5.3.4 Tenability:** After finalization of slum boundary including land details, a particular slum will be categorized as tenable, untenable or semi tenable by taking into account tenability of the land, health and safety factors, issues of public interest and any other matter.

**5.3.5 Slum Redevelopment Project Area:**

- (a) If the slum is tenable, on the area covered under the slum boundary, proposals of roads, drainage etc. as per Development Plans in operation for that area shall be overlaid on same.
- (b) These areas as required for master plan roads & drains shall be excluded.
- (c) After same, vacant area on fringes of such slum boundary shall be taken into consideration to make the area under slums better developable. This area, which shall be used for slum redevelopment project shall be called Slum Rehabilitation Project Area (SRPA) and same shall be demarcated on map. This is subject to the condition that area provided under SRPA shall not be more than the area under the slum boundary.
- (d) This SRPA will be divided in to "Rehabilitation Area" & "Developer Area" provided further that "Rehabilitation Area" on which SRRH will be taken up shall not be less than the 40% of the total SRPA

**5.3.6 Clubbing of Slums:** The PDA can also consider clubbing of nearby slums in clusters for in-situ redevelopment to make them financially and technically viable. Such cluster of slums can be considered as a single project.

**5.3.7 Notification of the Slum Boundary:** After approval of the tenability, slum boundary and Slum Rehabilitation Project Area (SRPA) by Odisha Urban Housing Mission, Project Development Agency will notify the same in its notice board for information of all concerned.

**5.3.8 Transfer of Land:**

- a) **For Tenable Slums:**-On finalization of slum boundary, tenability status & SRPA by the Odisha Urban Housing Mission, the land shall be transferred within 60 (sixty) days by the concerned department in the name of PDA on freehold basis without any cost.
- b) **For semi-tenable Slums:** - PDA will initiate the process of curing of issues, which can make the slum tenable, if permissible under relevant laws rules & regulations. Once made tenable, the land shall be transferred by concerned department in the name of PDA on freehold basis without any cost within a period of 60 days of notification by PDA to that effect, with approval of OUHM.

- c) **For Relocation:** - For untenable slums, semi-tenable slums or any other slums, which are to be relocated, a relocation site duly approved by Odisha Urban Housing Mission will be identified and land shall be transferred to PDA within 60 (sixty) days by the concerned department in name of PDA on freehold basis without any cost.
- 5.3.9 Socio-Economic Survey:** The socio-economic survey of slum households will be done by using bio-metric data or linking the same with UIDAI/AADHAAR card for addressing concerns related to duplication of the allotments of SRRH.
- 5.3.10 Validation & Preparation of final list:** The socio-economic data collected by Project Development Authority as per above said, will be put up in public domain for a period of at least fifteen days for information of all concerned and to invite suggestions, objections and claims during this period. All such claims received will be disposed of as per local enquiry and cutoff date approved by an authority duly authorised by OUHM. On basis of same, PDA will finalize the final list of families in a slum and submit the same to Urban Local Body for approval, in case if ULB is not the PDA.
- 5.3.11 Formation of Registered Society:** After approval of list of slum dwellers, a Slum Level Registered Society (SLRS) will be formed by taking up an extensive social mobilization effort by PDA with the help of concerned Urban Local Body (if ULB is not the PDA).
- 5.3.12 Signing of Agreement between Slum Level Registered Society (SLRS) & Project Development Agency (PDA):** An agreement will be signed between SLRS, PDA and concerned ULB for adhering to their respective commitments. A model agreement would be made available to all PDAs by OUHM.
- 5.3.13 Issuance of Entitlement Certificates:** On basis of the agreement, Entitlement Certificate for SRRH will be issued in the name of the female head of the household or in the joint name of the male head of the household and his wife, and only in cases when there is no adult female member in the family, it can be in the name of male member of the household. This will give all such beneficiaries, a right to have a EWS dwelling unit of standard size from government at the rates notified by state government. This certificate cannot be transferred and shall be liable to cancellation, if there is violation of terms & conditions as prescribed for same by OUHM.
- 5.3.14 Initial Deposit and Process of Allotment:** This will be in accordance with the policy framework presented in Annexure- 3.

- 5.3.15 Award of Work:** Only after approval of OUHM, the contract to take up SRRH project shall be entered into.
- 5.3.16 Transit Accommodation:** As per the terms and conditions of the bidding document approved by OUHM, the provision of transit accommodation shall be made by PDA through contractor or the private developer of PPP project, as applicable and deemed appropriate. The guiding provisions for transit accommodation shall be as per Annexure - 10 to this policy.
- 5.3.17 Involvement of SLRS during Construction:** SLRS will be proactively engaged by PDA during the construction period so as to ensure social audit of the quality of construction being taken up.
- 5.3.18 Completion of work and Handing over of assets:** After completion of the work Project Development Authority will hand over the dwelling units to the entitled beneficiaries as per allotment procedure. The common area and common functions will be handed over to Slum Level Registered Society (SLRS) for the purpose of maintenance.
- 5.3.19 Process of allotment and transfer of ownership:** The process of allotment, payment of beneficiary's contribution, transfer of ownership will be as per the policy guidelines given in the Annexure-3.

#### **5.4 Model 4: In-situ Slum Redevelopment:**

If the Slum is on tenable land, whether Central Government land / State Government land / ULB land / land belonging to any other statutory authority or PSU, and if the land is not essentially required for any important public purpose, then the redevelopment of such slum will be taken up in-situ. This development may be undertaken by the PDAs through private developers on PPP mode or directly by acting as developer. The PDA may also exercise a combination of the above as per the project structuring to be taken up for each of such slum on case to case basis and with due approval of the Odisha Urban Housing Mission constituted under this policy.

- 5.4.1 Development on PPP Model:** In line with objective of the Policy to enable public private partnerships for slum rehabilitation & redevelopment and leveraging government land for such projects, this model sets up a mechanism for partnership between PDAs and private developers for undertaking projects relating to development of SRRH.

5.4.1.1 **Mandatory Development Norms:** The following mandatory development norms shall be followed by PDA for structuring of projects under this model and the same shall also form part of the bidding documents:

- a) **Mixed Land Use Norms:** 5% of the built up area towards FAR reserved for SRRH dwelling units shall be developed as neighbourhood shopping and community facilities (if any). Out of same, 3% of the built up area towards FAR shall be exclusively reserved for neighbourhood shopping facilities. The FAR consumed under this section shall form part of total built up area being developed for SRRH. The provisions of Annexure–5 shall also apply to these developments.
- b) **FAR:** Maximum permissible FAR as per the prevailing Planning & Building Standards Rules/ Regulations will be allowed for the whole project site under this model. If part of the maximum permissible FAR for Rehabilitation Area remains unutilized, the same shall not be utilized by the private developer on Developer Area or shall not be transferable to any other different location. The private developer shall not be required to submit TDR Certificate or Purchasable FAR for the built-up area to be constructed above Base FAR.
- c) **Number of Affordable Housing Units:** Bid documents shall specify the number of SRRH dwelling units to be built by the private developer for handing over to PDA. The construction specification along with the detailed plan of the Rehabilitation Area development shall also form part of bidding documents.
- d) **Neighbourhood Shopping Units & Community Area:** The neighbourhood shopping units and community area as developed by developer in Rehabilitation Area shall be handed over to PDA for further allotment and management.

5.4.1.2 **Selection of Private Developer:**

- a) **Bidding Process:** The selection of the private developer shall be done through an open competitive bidding process.
- b) **Eligibility Criteria:** The private developers participating in the bidding process shall qualify on the eligibility criteria given in Annexure- 4 and other such criteria as given in Bid documents.

- c) **Fixed Parameter:** The fixed parameter will be construction of SRRH Units along with the neighbourhood shopping and community facilities to be developed by the private developer in Rehabilitation Area, which shall be handed over to the Project Development Authority free of all costs. In such case, the PDA shall consider utilization of at least 75% of the maximum permissible FAR over the Slum Rehabilitation Project Area (SRPA) towards construction of SRRH Units. However, in exceptional case due to restrictions of heights or use of land by any State/ Central Government agencies; the PDA shall have the flexibility to reduce the achievable number of units and achieved FAR with approval from the State Government.
- d) **Bidding Parameter:** The concession fee to be quoted by the private developer for the project will be the bidding criteria. The eligible private developer who quotes lowest grant or highest premium shall be selected for the project. This concession fee shall be payable to or by the PDA in installments as per conditions given in the Bid documents.
- e) **Payment of Concession Fees:** The concession fee shall be paid in or out of CIDF for the projects in the Development Area of the Development Authorities. For other areas, the concession fee shall be paid in or out of State Housing Fund. For this purpose, Slum Redevelopment Fund (SDF), as a component of CIDF / State Housing Fund shall be created. This will help in better accounting of funds received and spent on slum redevelopment projects at the city level.

#### 5.4.1.3 Allotment of Dwelling Units:

- a) The PDAs shall undertake verification and final selection of beneficiaries for the project as per the provisions of step by step approach given in this policy vide para 5.3. PDAs will facilitate same through the Affordable Housing Facilitation Centers and credible Non- Government Organizations (NGOs).
- b) The developer shall also proactively participate in the process to facilitate housing finance by undertaking loan fairs and providing handholding support to beneficiaries.
- c) The beneficiaries found eligible as per the conditions of eligibility as described under Section 3 of “Annexure 3: Principles of Allotment Mechanism” and having valid Entitlement Certificates shall be issued

allotment letters by the PDA. It is further provided that efforts shall be made to ensure that numbers of SRRHs built in a particular project exceeds the no. of entitled beneficiaries in that particular slum, so that balance Affordable Housing Units built under this provision can be utilized for the purpose of allotment to slum dwellers having entitlement certificates from nearby untenable slums or otherwise.

- d) The PDA shall allot SRRH to beneficiaries having entitlement certificates at the rate notified by State Government for allotment of such housing units.

**5.4.1.4 Utilization of Developer Area:** The private developer shall utilize the Developer Area for taking up housing and commercial projects, subject to provision of Planning & Building Standard Regulations in force and subject to provisions of this policy. The land under Developer Area will be transferred by PDA to the developer on freehold basis, as per terms and conditions defined in the bidding document.

**5.4.1.5 Other incentives and relaxations:** The projects under this Model will also be eligible for availing following incentives and relaxation:

- a) **Fast track approval process:** The projects under this model shall be eligible for fast-track approval process as specified in Annexure - 5.
- b) **Exemption from various fees, Charges & Security Deposit:** The projects under this model shall be eligible for exemption from following fees, deposits and charges limited to development on Rehabilitation Area:
- i. Exemption from sanction fee of building plan sanctioning authorities;
  - ii. Exemption from payment of external/peripheral development charges of Urban Local Bodies etc.
  - iii. Exemption from keeping of security deposit by building plan approval agencies.

**5.4.2 Development of SRRH by PDAs, directly:**

The Project Development Agency may take up In-situ Slum Redevelopment directly by itself. For purpose of such redevelopment, PDA may engage State/Central Public Sector Enterprise (PSEs) as executing agencies, with approval of Odisha Urban Housing Mission. In such cases, following principles shall be applicable;

**5.4.2.1 SRRH over Rehabilitation Area**

The principles as given vide sections 5.4.1.1 & 5.4.1.3 shall apply, mutatis mutandis.

#### **5.4.2.2 Developer Area**

The principles given under section 5.4.1.4 shall apply mutatis mutandis. Further, PDA will be at liberty to auction such land or develop it on PPP or any other model.

#### **5.4.2.3 Incentives and Relaxations**

The principles given under section 5.4.1.5 shall apply mutatis mutandis.

#### **5.4.3 Slums on Central Government Land**

5.4.3.1 Central government land owning agencies should also undertake “in-situ” slum redevelopment on their lands occupied by slums by using it as a resource for providing houses to slum dwellers. In case of relocation, a land should either be provided by the agency itself or the agency may collaborate with the State Government for obtaining land. Central Government agencies should not charge land costs for the land used for the purpose of housing the eligible slum dwellers.

5.4.3.2 For taking such slum redevelopment projects, the Central government agencies shall also be eligible for availing the grants and subsidies from Central and State Government, as applicable.

### **5.5 Model 5: Relocation and Redevelopment**

Slums on untenable sites or otherwise, as decided, will be relocated in housing projects as described under this model.

**5.5.1 Relocation Sites:** The identification of the relocation sites should be preferably made within close proximity to the original slum area from where the dwellers are being relocated. Only in case of non-availability of developable sites within the specified range, far-site resettlements may be undertaken. The vacated site of slum area shall be secured and utilized within stipulated time for its intended purpose. The site identified for relocation, if any, shall be provided free of cost to the PDA. On such land PDA shall take up development of EWS housing as per the principles given under Model – 3.

**5.5.2 Land Owner’s Contribution in special cases:** In cases of relocation and redevelopment of slums, the original site may have to be handed over to the original land owning agency for development of facilities and amenities for public purpose (whether Central / State government or other agencies such as Airports, Railways, etc.). In such cases, the land owning agency shall contribute an amount on per dwelling unit basis, for the total numbers of beneficiaries surveyed and found to be eligible in the concerned slum area by the PDA. The land owning agencies contribution shall be equivalent to difference between cost of construction of EWS house of standard size and contribution to be paid by the entitled beneficiary or as

decided by State Government. Subsidies available under any other government scheme can be dovetailed to the extent possible. State Government may issue detailed guidelines for this purpose from time to time.

**5.5.3 Development of the vacated untenable site:** Subject to section 5.5.2 above, land owning agency may decide to take up any development, on the vacated land.

**5.5.4 Relocation Plan:**

- a) The process for identification of beneficiaries in such slum areas shall be same as prescribed in 5.3.9, 5.3.10, 5.3.13 & 5.3.14; mutatis mutandis.
- b) All or any of the households staying in a slum notified for relocation shall be provided with EWS housing within: -
  - i. EWS dwelling units constructed in Model 1 by PDAs or in Model 3 on such terms & conditions as approved by OUHM.
  - ii. SRRH units in Model 4, if number of units being constructed is more than the number of entitled beneficiaries
  - iii. SRRH constructed specifically on a Relocation Site by PDA as given in 5.5.1

**5.5.5 Transit Accommodation:** It is to be provided to the slum dwellers, as per the Guidelines provided in Annexure – 10 to this policy and other directions issued by State Government in this regard, if any, from time to time.

**5.5.6** Notwithstanding anything to the contrary, other provisions of allotment, incentives, standard provisions, etc. as applicable in Model 4 shall apply, mutatis mutandis to this model as well.

## **5.6 Model 6: Beneficiary-Led Individual House Construction or Enhancement**

Slums on lands where ROR is in the name of Slum Dwellers will be redeveloped in-situ through up gradation of existing dwelling unit and municipal infrastructure services.

**5.6.1** Implementing Agency & Mechanism: The Project Development Authority will develop a comprehensive slum upgradation project proposal for upgradation of such slums by making provisions for various utilities and other urban infrastructure in the existing slum area. The benefits available under various schemes of Government of Odisha and Government of India will be dovetailed for implementation of such upgradation projects.

**5.6.2** Beneficiary contribution will be fixed as per specific provisions made in the re-development scheme for in-situ up gradation and as approved by the Odisha Urban

Housing Mission.

- 5.6.3** Similar benefits will also be available to non-slum poor having land in areas / habitations proposed for redevelopment / upgradation under this model, provided they have not availed of assistance from Government under any other programme for the purpose of housing.

## Chapter - VI : RENTAL HOUSING (RH)

### 6.1 Model 7: Rental Housing

Under this model, EWS dwelling units will be given on license basis for occupation and use by a family belonging to EWS category for a particular period and on making an initial deposit and monthly charges to be paid to PDA. This shall increase at the rate of 10% annually or at the rate as decided by OUHM/state government.

### 6.2 Implementing Agency and Mechanism

6.2.1 The PDA may develop new standalone projects for EWS rental housing units. Further, a specific percentage of EWS housing units developed under Model – 3, as decided by OUHM, shall be reserved by PDA for this purpose.

6.2.2 In case of new standalone projects, the affordable rental housing projects will be primarily structured for development by PDAs on PPP mode through private developers or in such cases, where deemed appropriate by PDAs directly. In both cases, all benefits available under Model 3 will be available. The government may extend any further benefits as decided by it from time to time.

6.2.3 Any state/ central department / agency / industry or any SPV or group of industries public or private may finance the development of rental housing projects for their captive use. In such cases, 50% of total built up area and not less than 50% of the total number of units built shall be reserved for the captive use of such sponsor and the balance unit developed will be utilised by the PDA for Rental Housing Purpose in general. The cost of sponsorship shall be as decided by OUHM keeping in view the structure, cost of the project and the numbers of rental housing units solicited by the sponsor. OUHM shall also accord decision on the period of captive reservation of rental housing units to the sponsor based on the contribution received from them towards the development of the project.

6.2.4 OUHM shall take steps to develop and create rental housing stock for construction workers, in partnership with Odisha Building & Other Construction Workers Welfare Board, Department of Labour and ESI on such terms and conditions as decided by the State Government. Such projects may be implemented through any of the PDA by the OUHM.

### 6.3 Standard provisions

The unit size, eligibility criteria, allotment system, development control norms, development of internal and external infrastructure and maintenance system as provided for in the Annexure to this policy will apply *mutatis mutandis* to rental housing (RH) units.

## Chapter - VII: INSTITUTIONAL ARRANGEMENT

Government of Odisha recognizes the need for an effective and efficient institutional mechanism for achieving the objectives for Housing for All in Urban Areas. Therefore, the following are hereby constituted:

### 7.1 Odisha Urban Housing Mission

Government of Odisha in H & UD Department will set up an Odisha Urban Housing Mission (OUHM) as a separate Mission-Directorate. This Mission Directorate will be an integrated Directorate of H & UD Department. OUHM will take all policy decisions and undertake necessary administrative and legislative measures to implement the policy. Amendments to the Annexures of this Policy will be approved by OUHM for notification by H & UD Department. Similarly, any project specific exemption required will also be approved by OUHM.

OUHM shall also function as the State level Nodal Agency for implementation of Central Government Schemes. It shall aim to create surplus housing stock through different strategic development models and ensure shelter for every identified homeless in the state including temporary migrants, through provisioning of permanent residential EWS & LIG units, as well as rental housing.

OUHM shall comprise of following committees / components for according to decisions and undertaking appropriate actions for smooth implementation of this policy and other government schemes related to housing in urban areas:—

#### 7.1.1 High Level Committee (HLC)

**7.1.1.1** A High Level Committee (HLC) shall be constituted by the State government with Hon<sup>ble</sup> Chief Minister, Odisha as Chairman and comprising of other members as provided below:

- |       |  |            |  |
|-------|--|------------|--|
| i.    | Hon <sup>ble</sup> Chief Minister                          | - Chairman |  |
| ii.   | Hon <sup>ble</sup> Minister, Housing & Urban Development   | - Member   |  |
| iii.  | Hon <sup>ble</sup> Minister, Panchayati Raj Department     | - Member   |  |
| iv.   | Hon <sup>ble</sup> Minister, Revenue & Disaster Management | - Member   |  |
| v.    | Hon <sup>ble</sup> Minister, Works                         | - Member   |  |
| vi.   | Hon <sup>ble</sup> Minister, Rural Development             | - Member   |  |
| vii.  | Hon <sup>ble</sup> Minister, Labour & ESI                  | - Member   |  |
| viii. | Chief Secretary, Odisha                                    | - Member   |  |

- Ix.* Development Commissioner- *cum*-  
Additional Chief Secretary, Odisha - Member
- x.* Additional Chief Secretary /  
Secretary to Government, - Member  
Finance Department
- xi.* Secretary to Government,  
Housing & Urban Development - Member-Convener  
Department

**7.1.1.2** The HLC will take all policy decisions and other administrative measures to ensure successful implementation of this policy.

**7.1.2 State Level Sanctioning and Monitoring Committee(SLSMC)**

**7.1.2.1** Government of Odisha will constitute a State Level Sanctioning and Monitoring Committee (SLSMC) under the Chairmanship of Chief Secretary, Government of Odisha comprising of members as provided below:

i.	Chief Secretary, Odisha	-	Chairman
ii.	Development Commissioner- <i>cum</i> - Additional Chief Secretary, Odisha	-	Member
iii.	Secretary to Government, Finance Department	-	Member
iv.	Secretary to Government, Housing & Urban Development Department	-	Member
v.	Secretary to Government, General Administration Department	-	Member
vi.	Secretary to Government, Panchayati Raj Department	-	Member
vii.	Secretary to Government, Rural Development Department	-	Member
viii.	Secretary to Government, Revenue & Disaster Management Department	-	Member
ix.	Secretary to Government, Works Department	-	Member
x.	Secretary to Government, Labour & ESI Department	-	Member
xi.	Mission Director, OUHM	-	Member Convener
xii.	Any other official as special invitee	-	Member

**7.1.2.2** Besides, the SLSMC shall also have the following duties, powers and responsibilities:

- i. To prescribe detailed Standard Operating Procedures for implementation of the objectives of the Mission.
- ii. To prioritize, approve, sanction various projects to be taken up for housing in urban areas of the State.
- iii. To promote Public Private Partnership (PPP), streamline various procedures and bring in inter departmental coordination.
- iv. To approve Viability Gap Funding support for such projects out of CIDF or State Housing Fund, as per applicability.
- v. To inspect, visit, review and monitor housing projects with regard to its implementation, execution, operation and management.
- vi. To recommend to various departments for bringing in enabling legal and administrative changes as and when required.
- vii. To prescribe a robust Grievance Redressal System.
- viii. To adopt, adapt and develop a Model Concession Agreement (MCA) for various projects under PPP models.
- ix. To finalize and recommend land requirements for PDAs, which do not have prescribed mechanisms to address the same
- x. To fix targets for various PDAs for taking up Affordable Housing and Slum Re-Development programmes
- xi. To oversee establishment of Affordable Housing Facilitation Centers (AHFCs)
- xii. To provision technical and manpower support to Project Development Agency
- xiii. To prescribe standard formats, templates and provide capacity building / technical knowhow support to various development agencies for preparation of shelf of projects, feasibility & pre- feasibility reports, Detailed Project Report etc.
- xiv. To monitor functioning of AHFCs being set up by various Project Development Agencies.
- xv. To conduct evaluation of various projects being implemented under the Odisha Urban Housing Mission.

- xvi. To empanel Housing Finance Companies and Housing Micro Finance Companies and coordinate with other banks, donor & multi-lateral agencies for financing and funding purposes.
- xvii. To act as a Nodal Agency in capacity building for various stakeholders in the State.
- xviii. To empanel and appoint various NGOs and professional Social Development Organizations required for successful social mobilization for implementation of the project.
- xix. To coordinate with other Central Government Department and Agencies for successful implementation of the Policy.
- xx. To carry out any other functions related to successful implementation of this Policy and schemes of government for promotion of affordable housing from time to time.

### **7.1.3 Mission Director**

Mission Director will also function as ex-officio Additional / Joint Secretary to Govt. in H & UD Department. The expenditure for the Odisha Housing Mission will be met through budgetary supports, initially. The Mission Director will be vested with the executive and financial powers as approved by the SLSMC.

## **7.2 Project Development Agency**

The Projects on Urban Housing being either AH, SRRH, Beneficiary-Led Housing or RH, may be developed by Odisha State Housing Board (OSHB), Regional Improvement Trust (RIT), Special Planning Authorities (SPA), Development Authorities (DA) and Urban Local Bodies (ULB) acting as Project Development Agency (PDA).

Role of Project Development Agency: The PDAs shall have the following duties, powers and responsibilities.

- a) To coordinate amongst various Government agencies at field level for successful implementation of objectives of the policy.
- b) To coordinate with Odisha Urban Housing Mission on coordination required for various projects in their areas.
- c) To encourage NGOs and Self Help Groups in social mobilisation and help provide access to housing finance to EWS & LIG Households for successful implementation of this Policy.

- d) To undertake planning, designing, obtaining approvals and implementation of projects entrusted to them by OUHM.
- e) To monitor construction and development of projects.
- f) To set up Project Level - Grievance Redressal Cell and ensure regular and swift redressal of grievances.
- g) To ensure convergence of various welfare programmes for socio-economic developments of EWS households.
- h) To appraise, approve and recommend RFPs and bid process documents to Odisha Urban Housing Mission under PPP projects.
- i) To appoint third party auditors for ensuring good quality of construction during the execution.
- j) To inspect and visit various projects and projectsites.
- k) To set up and oversee operations of Affordable Housing Facilitation Centre (AHFC).
- l) To ensure allotment of houses to eligible selected beneficiaries in a fair, transparent and smooth manner.
- m) To ensure maintenance of housing estates after completion of the project with help of Registered Agencies.
- n) To ensure compliance of all requirements so that maximum subsidy amount is claimed from Government of India under the respective policies/ schemes/ guidelines and made available to developer or beneficiaries, as the case may be.
- o) To ensure compliance to various procedures prescribed under this Policy.
- p) To undertake adequate tree plantation and afforestation work in and around housing estates.
- q) Any other work for successful coordination & execution of projects and implementation of this Policy.

### **7.3 Affordable Housing Facilitation Centre (AHFC)**

Affordable Housing Facilitation Centre with Professional Experts will also be set- up in the Mission to support Odisha Urban Housing Mission in discharge of its duties. AHFC will consist of experts from various fields mainly comprising of capacity building, PPP contract management, social development, E-Governance & Information Technology, Housing Micro Finance, Communications and Geographical Information System expertise to assist

OUHM in successfully implementing such projects. This will be set up as per further details provided in Annexure – 7 to this policy and the decisions of OUHM in this regard from time to time.

#### **7.4 Special Institutional Arrangement for Development Authority (DA):**

There shall be following institutional mechanism for implementation and monitoring of the large-scale Affordable Housing Projects within Jurisdiction of respective Development Authorities (DA) to address the affordable housing shortage pertaining to DA's in Odisha.

**7.4.1 Steering Committee:** A High Level Monitoring Committee shall be constituted by the State Government with Chief Secretary as Chairman and comprising of other members as provided below:

i.	Chief Secretary, Odisha	Chairman
ii.	Development Commissioner- <i>cum</i> - Additional Chief Secretary, Odisha	Member
iii.	Principal Secretary, Housing & Urban Development Department	Member
iv.	Principal Secretary, GA & PG Department	Member
v.	Principal Secretary, Finance Department	Member
vi.	Principal Secretary, R & DM Department	Member
vii.	District Collector, Respective Jurisdiction	Member
viii.	Commissioner, Respective Municipal Corporation	Member
ix.	Joint Secretary, Revenue & Disaster Management	Member
x.	Mission Director, OUHM	Member
xi.	Director of Estate, GA & PG Department	Member
xii.	Vice-Chairman, Respective Development Authority	Convener

This committee will take decisions and undertake appropriate actions for rolling out new affordable housing projects and its smooth implementation within DA jurisdiction. The committee shall have the following duties, powers and responsibilities:

- i. To consider, recommend standard bidding documents and accord in-principle approval to new affordable housing projects within jurisdiction of respective DAs.
- ii. To streamline various procedures and bring in inter departmental coordination.

- iii. To inspect, review and monitor housing projects with regard to its implementation, execution, operation and management.
- iv. To finalize and recommend land requirements for affordable housing in DA jurisdiction.
- v. To coordinate with other Central/ State Government Department and Agencies for successful implementation of the Housing for All Policy and other schemes for promotion of Affordable Housing.

**7.4.2 Working Committee:** The Committee shall be constituted with Vice-Chairman, of respective Jurisdiction as Chairman and comprising of other members as provided below:

i.	Vice Chairman, Respective Development Authority	Chairman
ii.	District Collector Respective Jurisdiction	Member
iii.	Representative of Finance Department	Member
iv.	Representative of Law Department	Member
v.	FA of H&UD Department	Member
vi.	Chief Engineer, H&UD Department	Member
vii.	Commissioner of respective Municipal Corporation	Member
viii.	Joint Secretary, Revenue & Disaster Management	Member
ix.	Mission Director, OUHM	Member
x.	Director of Estate, GA & PG Department	Member
xi.	Secretary- <i>cum</i> -Member Estate, Respective DA	Member
xii.	Engineering Member- <i>cum</i> -Chief Engineer, Respective DA	Member
xiii.	Secretary of respective Development Authority	Convener

The committee shall have the following duties, powers and responsibilities:

- i. To conduct scrutiny of the Bid document/RFP for the AHP and to ascertain that it is prepared in consonance with the prevailing financial norms and there is no violation of codal provisions.
- ii. To inspect, review and monitor housing projects with regard to its implementation, execution, operation and management.
- iii. To resolve issues related to land allocation for Affordable housing project.
- iv. To ensure timely implementation of the projects.
- v. To address the issues for implementing the affordable housing projects.

**Note:** The proceedings of the Committees will not be invalid if any of the above members are not available.

**ANNEXURE – 1****Norms regarding Unit Size, Cost of Construction & Sale Price**

1. **For Affordable Housing (AH) Units:** Norms regarding Unit size, Cost of Construction, Sale Price and Cost to the Beneficiary for EWS and LIG dwelling units developed under this policy will be as per the table given below:

Criteria	Unit	EWS Dwelling Unit			LIG Dwelling Unit		
		Lower Limit	Standard Size	Upper Limit	Lower Limit	Standard Size	Upper Limit
Carpet area(norm)	sq.m.	21	23	30	31	35	60
Super Built-up Area(@ 140% of the carpet area)	sq. m.	29.4	32.2	42	43.4	49	84
	sq.ft						
	(@ 10.764 sq. ft. per sq. m.)	316.46	346.60	452.09	467.16	527.44	904.18
Cost of Construction (Lump Sum including internal infrastructure @ Rs. 1750/sq.ft)	Rs. In lakhs	<b>5.54</b>	<b>6.06</b>	<b>7.91</b>	<b>8.17</b>	<b>9.23</b>	<b>15.82</b>

**Notes:**

- (i) **Cost of Construction** of each dwelling unit (Lump Sum including land development cost and internal infrastructure cost) is taken as Rs.1750 / Square feet. This will increase @ 2% per annum with effect from FY 2021-2022 until further revised cost is notified by the State.
- (ii) **Sale Price** of all Affordable Housing Units shall be on no profit no loss basis. Further, Odisha Urban Housing Mission will make efforts to ensure that a beneficiary, who is allotted affordable housing unit under this policy, can avail of benefits of government schemes and subsidies. But in case of non-availability of subsidy, likely Cost to the Beneficiary may increase up to cost of construction.
- (iii) **Convergence with Government Schemes & Subsidies:** Convergence with schemes of Government of India and State Government will be made to the extent permissible. Odisha Urban Housing Mission will be the Nodal agency for facilitating application and sanction of subsidies/assistances, as available to such beneficiaries under government schemes from time to time.
2. **For SRRH:** State Government may notify further subsidized “Cost to the Beneficiary” for SRRH Housing from time to time by announcing schemes or more subsidies. Accordingly, beneficiaries of SRRH will be allotted houses at such price as notified by State Government from time to time.
3. **For Rental Housing (RH):** The rates for monthly rental values (License Fees) and EMDs to be kept will be determined by PDA on the basis of location of the project, unit size, facilities provided etc. OUHM may issue guidelines in this regard.

**Provision of Shelter Fees****1. Introduction**

The Model 1 provides an option to the private developer of apartments/ group housing projects to pay Shelter Fee in lieu of mandatory development of Affordable Housing Units. The Policy explicitly states that this is only to be utilized in exceptional circumstances. Therefore, the quantification of the Shelter Fee is being done in a manner to make it a less attractive option than the provisioning of Affordable Houses at site as required under this Policy.

**2. Calculation of Shelter Fee**

The shelter fee will be equivalent to @ 25% of the cost of construction of the Affordable Housing units. However, in case of increased shelter fees due to revision in cost of construction annually as per Note (i) under Clause 1 of *Annexure- 1*; the increased shelter fee shall be adjusted in the last installment of shelter fees or before issuing occupancy Certificate, whichever is later.

**3. CIDF and State Housing Fund**

For the areas covered under Development Authorities, the Shelter Fee will be deposited in the CIDF and for areas not covered under Development Authorities; the Shelter Fee will be deposited in State Housing Fund to be managed by Odisha Urban Housing Mission.

Shelter fee shall preferably be used for promoting Affordable Housing projects, like constructing Affordable Housing projects, providing grant / subsidy for development of affordable housing projects, etc. as decided by respective development authority with approval from the State Government from time to time based on the availability of shelter fee in CIDF.

**Principles and Mechanism of Allotment****1. Introduction**

The Odisha Urban Housing Mission shall establish a transparent and professionally managed system for allotment of Affordable Housing Units created under the provisions of this Policy. The key objective of proposed allotment system will be to generate predictability, transparency and ensure social auditing. The system will work on the principle of a continuous process of registration of all those families, who want to avail of dwelling units under this Policy. This will also help State Government in assessment of housing shortages in various cities and plan accordingly. Further, all activities will be on a web based online platform and documents will be put in public domain for ensuring transparency and social auditing. The allotment process shall adhere to following guiding principles.

**2. Allotment of Affordable Housing (AH)****(A) Eligibility Criteria for Applicants:**

Following will be the eligibility and terms & conditions for allotment of dwelling units under the policy.

- i. The beneficiary / applicant shall be the resident of a particular urban area on a cut-off date, which is notified by State government in this regard.
- ii. A “dwelling unit” shall be allotted only to such beneficiary family, who do not own a pucca house either in his/her name or in the name of any member of his/her family in any part of India.
- iii. Income eligibility criteria for applicants applying for EWS & LIG Housing shall be up to Rs. 1,80,000/- per annum and from Rs. 1,80,001 to Rs. 6,00,000 per annum respectively for all the ULBs except Bhubaneswar. In case of Bhubaneswar, income limit for applicants applying for EWS and LIG housing shall up to Rs. 2,16,000 per annum and from Rs. 2,16,001 to Rs. 6,00,000 per annum respectively. The income will be certified on basis of Income certificate issued by competent official of Revenue & Disaster Management Department.
- iv. Dwelling Unit i.e. Flat/Apartment shall be occupied by allottee within six months of taking over of the possession of same.

- v. Dwelling Unit cannot be put on rent by the allottee.
- vi. The minimum lock-in period for transfer of ownership by the beneficiary will be 10 years from the date of handover of the unit.
- vii. The ownership can only be transferred to another beneficiary, who himself/herself is also eligible for allotment of a dwelling unit under this policy and satisfies all the above mentioned criteria.

**(B) Online registration**

A person who desires to procure a dwelling unit from any Project Development Agencies will be required to register on-line on the official website of PDA/ web portal developed by State Govt.. The online registration shall require capture of bio-metric data or submission of UIDAI/AADHAAR number of all family members (above age of 5) at the time of registration.

**(C) Unique Account Number**

On the basis of online registration, a Unique Account Number (UAN) will be generated. The same UAN shall be used by the applicant for all transactions with the PDA.

**(D) Application for allotment in specific project**

As and when a public notice, inviting applications for allotment of any affordable housing unit is issued by PDA, the registered person will apply online through official website of PDA / web portal developed by State Govt..

**(E) Facilitation Centre**

Persons not having access to computer & internet can visit Facilitation Centers notified by Odisha Urban Housing Mission and PDA for the purpose of online registration and application.

**(F) Draw of Lots**

The draw of lottery for allotment of property will be made on an IT Platform having randomization abilities. The detailed process will be decided by PDAs. This will be done in presence of independent observers.

**(G) Transactions through UAN**

The request of allottees for change of ownership, mutation, payment of dues or request for NOC etc. shall be made on-line through the same Unique Account Number (UAN).

**(H) Transparency**

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

**(I) Preferential Allotment**

Preference in allotment may be given to physically handicapped persons, senior citizens, Scheduled Castes, Scheduled Tribes, Other Backward Classes, minority, single women, transgender, and other weaker and vulnerable sections of the society. While making the allotment, the families with differently abled persons and senior citizens may be allotted house preferably on the ground floor or lower floors.

**3. Allotment of Slum Redevelopment and Rehabilitation Housing (SRRH)**

The method of allotment as prescribed above for AH shall apply mutatis mutandis for the allotment of SRRH; subject to following specific conditions.

- (A) A slum dweller family will be entitled for one dwelling unit only, even if family is occupying more than one unit in the slum.
- (B) The slum dweller family should have been occupying the dwelling unit on or before the cut-off date announced by the government.
- (C) The slum dweller family should have enrolled itself as member of Slum Level Registered Society (SLRS).
- (D) The name of the slum dweller's family should figure in survey conducted by government for the purpose.
- (E) The actual occupant of slum dwelling unit should be taken for this purpose as eligible family.
- (F) The entitlement shall be for a EWS category of house of "standard size" as defined in Annexure – 1.
- (G) Any other specific conditions and eligibility criteria as set out by Odisha Urban Housing Mission.

**4. Allotment of Rental Housing (RH)**

The method of allotment as prescribed for AH shall apply mutatis mutandis for allotment of Rental Housing (RH) units; subject to following specific conditions:

- (A) The allotment in case of rental housing will be on basis of a license, which will authorize the allottee to use the premises for a specified period as per the license agreement. The detailed process for this purpose will be prescribed separately by Odisha Urban Housing Mission.
- (B) The PDA on its own or through an outsourced agency i.e. Rental Management Agencies (RMAs) may manage the rental housing stock.

**Eligibility criteria for Private Developers for PPP Projects**

A private developer fulfilling the following criteria shall be eligible to apply for PPP projects:

- (A) Experience in building construction works for at least three years.
- (B) Net Worth of last completed financial year should be equivalent to at least 25% of the Estimated Project Cost (excluding Land Cost).
- (C) Consortium or Joint Venture or Special Purpose Vehicle by private developers may also be allowed to apply on project-to-project basis as per provisions of RFP document.
- (D) The detailed qualifying criteria will be as laid out in RFP / bid documents.

## Standardized bid parameter - AHP &amp; SRRH Projects under PPP Model

## Definitions for reference-

<b>AHP Construction Period</b>	means the period commencing on and from the Effective Date, until the AHP Completion Date
<b>Appointed Date</b>	means the date of execution of the Development Agreement.
<b>Effective Date</b>	means the date on which all the Conditions Precedent have either been satisfied or waived by DA or the Developer, as the case may be, in each case, in accordance with the Development Agreement.
<b>HFA Policy</b>	means the “ <b>Odisha Housing for All Policy for Urban Areas, 2022</b> ”, issued by the Housing & Urban Development Department, GoO and as amended from time to time.
<b>PDP Commencement Date</b>	means the date from which the Developer shall have the right to commence construction of the PDP Units on the Developer’s Area, as certified by the Independent Engineer or DA, as the case may be, which should be no earlier than the date on which each of the conditions set out in RFP are satisfied.

<b>Part- A: General Project Details</b>		<b>Explanation</b>
<b>1</b>	<p><b>Project Components</b></p> <ol style="list-style-type: none"> <li>1. _____ standard size EWS Housing Units on Affordable Housing Area.</li> <li>2. Residential units and/or commercial development on Developer Area.</li> <li>3. Infrastructure Facilities comprising Internal development Works and Social Infrastructure Facilities on Affordable Housing Area.</li> </ol>	<ul style="list-style-type: none"> <li>• Numbers of Units (EWS / LIG) to be indicated - Based on Development Control Regulations, applicable by-laws and provisions of HFA policy.</li> <li>• Sizes of Units to be clearly indicated</li> <li>• List of physical infrastructure and social infrastructure facilities to be indicated</li> </ul>

Part- B: Details of Land, Fixed Parameter and Development Control norms			
2	<b>Land Area</b>	<ol style="list-style-type: none"> <li>1. Location Plan of the Project Area</li> <li>2. Project Area: Total Land area__acre</li> <li>3. Division of Total Land Area               <ol style="list-style-type: none"> <li>a. Affordable Housing Area:_____acre ( _____% of total area</li> <li>b. Developer's Area:___acre ( _____% of total area)</li> </ol> </li> </ol>	<ul style="list-style-type: none"> <li>• Location plan, Total Project Area, Area _____ for Affordable Housing Project and Developers area to be clearly Indicated</li> </ul> <p><b>Note-</b> As per AHP policy, Affordable Housing Areas should not be less than 40% of the total area</p>
3	<b>Fixed Parameters- Affordable Housing</b>	<ol style="list-style-type: none"> <li>1. The Developer shall construct and transfer Affordable Housing Units of Standard size including Internal Development Works and Social Infrastructure to DA, free of cost, in accordance with the provisions of the Development Agreement within__ months from the Effective Date</li> <li>2. The Developer shall be responsible for rectification of defects in the AHP Assets for__ years from AHP Completion Date</li> <li>3. The Developer shall make payment for an amount, calculated as below, at the end of AHP Completion period such that the interest accruing from such account would be utilized by the Resident Welfare Association (or DA, in case RWA is not formed by the time of handover of Affordable Housing Units) towards O&amp;M of the affordable housing development. Amount = 2% x AHP Capital Cost (the % to be modified from time to time based on HFA policy and the applicable by-laws).</li> </ol>	<ul style="list-style-type: none"> <li>• Time line of the Project to be fixed based on the project size and market demand.</li> <li>• Scheduled Construction period Upto 1000 Affordable Housing Units- max. 2 years, for every additional 1000 units additional 1 year shall be considered subject maximum of 4 years.</li> <li>• Defect liability Period (DLP) period to be clearly indicates (as per RERA and other rules / regulations)</li> <li>• Contribution to RWA to be indicated as per HFA Policy and other applicable by-laws.</li> </ul>

4	<b>Fixed Parameter- Infrastructure</b>	<p>The Developer shall provide the following Infrastructure Facilities comprising Internal development Works and Social Infrastructure Facilities:</p> <ul style="list-style-type: none"> <li>• Internal Development Works comprising all common infrastructure facilities, including internal roads, footpaths, water supply, sewage treatment plant, drainage, parks, street lighting, solid waste management and disposal, water conservation, energy management, fire protection and fire safety</li> <li>• Social Infrastructure Facilities: Neighborhood shopping including community facilities (primary school, market place and primary health centre) equivalent to 5% of the built-up area towards FAR developed as standard size Affordable Housing Units (out of which 3% of the built-up area towards FAR will be exclusively for neighbourhood shopping) on the Affordable Housing Area in accordance with the design and construction requirements of DA.</li> </ul>	<ul style="list-style-type: none"> <li>• Infrastructure facility required for the project to be detailed out as per HFA policy and other applicable by laws.</li> <li>• Provisions for development of social infrastructure facility are to be indicated as per HFA Policy and other applicable by laws.</li> </ul>
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5	<b>Development Control Norms</b>	<ol style="list-style-type: none"> <li>1. Maximum FAR of will be allowed for the project on the total project site.</li> <li>2. Other Development Control as applicable as per the existing Planning and Building Standard Rules / Regulations, HFA Policy and other applicable by-laws</li> </ol>	<ul style="list-style-type: none"> <li>• To be decided based on applicable by- laws &amp; HFA policy</li> </ul>
6	<b>Tenure of Development Agreement</b>	<p>The Development Agreement executed between DA and the Developer shall have a term of [Word] years from the handover of all the AHP Assets to DA or such longer period as may be subsequently notified under the RERA.</p>	<ul style="list-style-type: none"> <li>• Tenure to be finalizes based on size of project, Construction period including the time required to fulfill the Condition Precedent and Defect Liability Period.</li> </ul>
<b>Part-C: Financial Obligations</b>			
7	<b>Bid parameter</b>	<p>Concession fee (Grant / Premium) to be quoted by the Bidder</p> <p>Generally, the Preferred Bidder shall be the Selected Bidder for the Project. If the Preferred Bidder withdraws its Proposal or is not selected for any reason, then DA may, in its discretion, select the second Preferred Bidder as the Selected Bidder or annul the Bid Process.</p>	

8	<b>Selection of Developer</b>	<p>In the RFP, the term <b>Preferred Bidder</b> shall mean the Bidder who (a) meets the Qualification Criteria and the eligibility criteria; and (b) quotes the lowest Grant (in case all bidder quotes grant) or the highest Premium (in case all bidder quotes premium). If a Bidder(s) quotes a Grant, while another Bidder(s) quotes a Premium, then the term <b>Preferred Bidder</b> shall mean the Bidder who (i) meets the Qualification Criteria and the eligibility criteria; and (ii) quotes the highest Premium.</p>	<ul style="list-style-type: none"> <li>• Bid Parameter to be clearly indicated. (Ref. HFA Policy provisions). Suitable provisions to be kept considering the fall back options.</li> </ul>
9	<b>Payment schedule of Concession Fee</b>	<p><b>Standard provision for Payment of Premium-</b></p> <ol style="list-style-type: none"> <li>i. First instalment – 15% on or before the Appointed Date;</li> <li>ii. Second instalment -15% on or before the Effective Date;</li> <li>iii. Third instalment- 30% on PDP commencement Date</li> <li>i. Fourth instalment- 30% within 6 months of PDP Commencement Date</li> <li>ii. Fifth instalment- 10% on 1 year of PDP Commencement Date</li> </ol> <p>Provision for Payment of Grant-</p> <ul style="list-style-type: none"> <li>• First instalment – 25% - Completion of roof casting of the first 30% of total Affordable Housing Units</li> <li>• Second instalment – 25% - Completion of roof casting of the 60% of total Affordable Housing Units</li> <li>• Third instalment – 25% - Completion of roof casting of 100% of total Affordable Housing Units</li> <li>• Fourth instalment – 25% - Completion of construction of total Affordable Housing Units and the Infrastructure Facilities, and on receipt of the AHP Completion Certificate for the AHP Assets.</li> </ul>	<ul style="list-style-type: none"> <li>• Suggested are as follows milestones</li> </ul>

10	<b>Escrow Account</b>	The Developer shall create and establish an escrow account to be executed between Developer, DA and the Bank as per the terms and conditions of the RFP as a CP to the effectiveness of the Development Agreement.	<ul style="list-style-type: none"> <li>• Mechanism to safeguard the interest of PDA to be indicated and also the relevant provisions of RERA for separate account to be complied</li> </ul>
11	<b>Project Development Fee &amp; expenses</b>	Project Development Fee / Project Development expenses and other charges payable by the Selected Bidder / Developer	<ul style="list-style-type: none"> <li>• Project Development Fee /Project Development expenses and other charges as the selected bidder shall have to pay should be clearly indicated.</li> </ul>
12	<b>Bid Security (refundable)</b>	The bid security should be at least 0.5% of the indicative cost for affordable housing project. Bid Security to be submitted in the form of a Bank Guarantee.	<ul style="list-style-type: none"> <li>• Generally it is kept at 1%, but for Affordable Housing Project, it is being proposed to reduce it to 0.5%.</li> </ul>
13	<b>Cost of RFP document (Non - refundable)</b>	INR_/- (non-refundable)+ GST to be payable in the form of Demand Draft/ Pay Order in favour of “ <b>name of the Authority</b> ” payable at “[location]” along with submission of proposal documents.	<ul style="list-style-type: none"> <li>• Should be in line with the OPWD codal provision (as amended from time to time)</li> </ul>
14	<b>Bid Validity</b>	180 days from the last date of submission of bid.	

Part-D: Construction Schedule		
15	<b>Construction period</b>	<p><b>Affordable Housing Area</b></p> <p>The Developer shall complete the construction of the AHP Assets in all respects within the time as stipulated in the Development Agreement. In case of delay by the Developer in completing the construction of the AHP Assets within the above time period, an extension for a maximum period of ( ) months [max. of 30% of construction period) may be provided subject to levy and recovery of Delay Liquidated Damages from the Developer as per the Development Agreement. [Delay Liquidated damage may be fixed between 0.25% to 0.50% of AHP Cost]</p>
		<ul style="list-style-type: none"> <li>• Construction period to be clearly indicated</li> <li>• Provision of extension of construction period to be clearly indicated.</li> </ul>
16	<b>Construction Performance Security</b>	<p>The Developer would be required to provide performance securities as follows:</p> <ol style="list-style-type: none"> <li>i. <b>2% of the AHP Project Cost;</b> with validity of months [CP period to be indicated] to secure its obligations during the CP Period.</li> <li>ii. <b>10% of the AHP Project Cost;</b> unconditional bank guarantee which shall be valid for a period of _months form the effective date [construction period]</li> <li>iii. <b>Upon the expiry of the AHP Construction Period till completion of Defect Liability Period: 1% of the AHP Project Cost;</b> the validity of the Performance Security until the expiry of ___years [defect liability period] from the AHP handover Date.</li> </ol>

Part	-E: eligibility Criteria		
17	<b>General Criteria</b>	<ol style="list-style-type: none"> <li>1. The Bidder may be a single entity or a group of entities (“Consortium”) coming together to implement the project subject to compliance with applicable laws, policies and guidelines of Government of India. The term Bidder used hereinafter would therefore apply to both a single entity as well as Consortium.</li> <li>2. Any Indian Legal Entities- Such Companies registered under the Companies Act., Proprietorship Firm, Partnership Firm, Limited liability partnerships firms registered under relevant acts, shall be eligible to participate in bid.</li> </ol>	
18	<b>Technical Criteria</b>	<p>1. <b>Technical Qualification Criteria:</b> The Bidder should have development and / or construction experience in ongoing and completed Category A Projects and Category B Projects over the past 5 years preceding the submission of its Bid such that:</p> <ul style="list-style-type: none"> <li>- Summation of product of (a) Eligible value of Eligible Projects and (b) weightages of the project category must not be less than <b>1.25 times of AHP Cost (Threshold Technical Capacity)</b>; and Weightages of eligible projects for computation of Threshold Technical Capacity <ul style="list-style-type: none"> <li>Category A projects – 1</li> <li>Category B projects – 0.5 <ul style="list-style-type: none"> <li>• Category A Projects means housing projects, residential townships, special economic zones (SEZs), industrial parks, schools, colleges, universities, IT-ITeS campuses, hostel buildings, auditoriums, convention centres, hotels, resorts and serviced apartments.</li> </ul> </li> </ul> </li> </ul>	

- Category B Projects means core infrastructure projects including highways, port terminal, airport terminal, railway stations and industrial infrastructure.
  - For a project to be eligible for evaluation under Category A, the Eligible Value for a completed Project or the amount received/ amount paid for an ongoing Project should be within a range of 5-10% of the AHP Cost..
  - For a project to be eligible for evaluation under Category B, the Eligible Value for a completed Project or the amount received/ amount paid for an ongoing Project should be within a range of 10-20% of the AHP Cost.
  - 25% of the Threshold Technical Capacity is to be met from Eligible Projects under Category A
2. For each Category A Project and Category B Project, the Bidder/Associate/Member claiming construction experience should have been appointed as a contractor (either as principal contractor or as a consortium partner in the main contract) directly by the owner of the project/entity developing such project. Any sub-contracting experience under contracts not executed directly with the owner of the project/entity developing the project shall not be considered while computing the Threshold Technical Capacity.
3. In case of consortium:
- i. Two or more Members shall not quote experience in respect of the same Category A Project or Category B Project; and
  - ii. The Lead Member of the Consortium should demonstrate at least 40% (forty per cent) of the Threshold Technical Capacity
  - iii. Experience of members with minimum 20% stake in the SPV to be considered for evaluation of technical qualification criteria.
  - iv. Experience of associates to be considered for evaluation of technical qualification criteria.

19	<p><b>Financial Criteria</b></p>	<p><b>1. Minimum Net Worth:</b> The Net Worth of the Bidder in the last Financial year Should be minimum <b>25% of the AHP Cost</b></p> <p>2. In case of a consortium, financial capacity of consortium members with more than 20% stake in the SPV will be considered for evaluation</p> <p>The lead member should meet at least 51% of net worth requirement.</p>	
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<b>Part-F: Institutional Structure mechanism</b>			
<b>20</b>	<b>Institutional structural</b>	A SPV to be formed under Companies Act, 2013 for the purpose of implementation of the project by the Selected Bidder.	
<b>21</b>	<b>RERA Registration</b>	Should adhere to the applicable provisions under RERA.(in the event the project is be registered under RERA)	
<b>22</b>	<b>Condition for Consortium Bidders</b>	<ol style="list-style-type: none"> <li>1. A Consortium of maximum 3 (three) members will be allowed to participate in the Bid.</li> <li>2. If the Selected Bidder is a company, the Selected Bidder shall hold at least 51% of the equity of the SPV until the AHP Completion Date, and at least 26% until the expiry of the Term</li> <li>3. If the Selected Bidder is a consortium               <ol style="list-style-type: none"> <li>a. the Lead Member shall hold not less than 51% of the equity of the SPV until the AHP Completion Date, and at least 26% until the expiry of the Term; and</li> <li>b. any Member of the Consortium, other than the Lead Member, whose Technical Capacity or Financial Capacity is being assessed, shall hold at least 20% of the equity of the SPV until the AHP Completion Date.</li> </ol> </li> </ol>	<ul style="list-style-type: none"> <li>• Number of consortium members and be involvement of each members Project may decided by PDA based on requirement</li> </ul>
<b>Part-G: Bid Submission</b>			
<b>23</b>	<b>Bid submission</b>	<ol style="list-style-type: none"> <li>1. <b>Envelope A:</b> General Documentation &amp; Technical Bid</li> <li>2. <b>Envelope B:</b> Financial Bid</li> </ol>	
<b>24</b>	<b>Envelope A:</b>	<b>General Documentation &amp; Technical Bid:</b> Duly filled up formats as specified in Volume-II- Instruction to bidders along with all the specified supporting documents.	

25	<b>Envelope B:</b>	<b>Financial Bid:</b> Grant/Premium from/payable to DA to be quoted by the Bidder as per the terms and conditions of the RFP.	
26	<b>Bid evaluation</b>	<p><b>1. Envelope A:</b></p> <p>a. General Documentation: Pass/Fail.</p> <p>b. Technical Qualification: Pass/Fail</p> <p><b>2. Envelope B:</b></p> <p>Concession Fee (Grant / Premium) to be quoted from the technically qualified bidders.</p>	
<b>Part- H: Total Project Cost</b>			
27	<b>Project Cost of Affordable Housing Project Assets</b>	Indicative Cost for Affordable Housing Project to be indicated	
28	<b>Total Project Cost</b>	Total Project Cost shall be the cost of the project facilities developed on both the Affordable Housing Area and the Developer's Area and an indicative Cost to be indicated	
<b>Part-I: Incentives and Relaxations</b>			
29	<b>Fast Track Approval process</b>		
30	<b>Exemption from various fees, Charges &amp; Security Deposit</b>	Incentives and relaxation as available under HFA policy are to be indicated	
<b>Additional Standard Provisions</b>			
<b>(31) FORCE MAJEURE</b>			
<b>(31.1) Force Majeure Events</b>			

**(a) A Force Majeure Event** means any act, event or circumstance or a combination of acts, events or circumstances or the consequence(s) there of occurring after the date of this Agreement, which is/are:

- i. beyond the reasonable control of either Party (the **Affected Party**);
- ii. such that the Affected Party is unable to overcome or prevent it despite exercise of due care and diligence;
- iii. which does/do not result from the negligence of such Affected Party or the failure of such Affected Party to perform its obligations hereunder; and (iv) such that it/they has/have a Material Adverse Effect.

**(b) A Force Majeure Event** means the following events and circumstances to the extent that they satisfy the conditions set out in Clause 31.1(a):

**(i) Non-Political Force Majeure Events**

- A. acts of God including storm, tempest, cyclone, hurricane, tsunami, flood, whirlwind, lightning, earthquake, washout, landslide, soil erosion, volcanic eruption, or extreme adverse weather or environmental conditions or actions of the elements;
- B. fire or explosion caused by reasons not attributable to the Developer or any Developer Related Parties;
- C. chemical or radioactive contamination or ionising radiation;
- D. epidemic, plague or quarantine;
- E. accidents of navigation, air crash, shipwreck, train wreck or other similar failures of transportation of equipment and/or material necessary for construction of the AHP Assets or the PDP Units.

Non-Political Force Majeure Event shall not include the following conditions, except to the extent resulting from a Non-Political Force Majeure Event:

- A. unavailability, late delivery or changes in cost of plant, machinery, equipment, materials or spare parts required for undertaking the Project;
- B. a delay in the performance of any Subcontractor;
- C. non-performance resulting from normal wear and tear; or non-performance caused by the non-performing Party's (I) negligent or intentional acts, errors or omissions, (II) failure to comply with the Applicable Laws or Applicable Permits, or (III) breach of, or default under, this Agreement, as the case may be.

**(c)** Without prejudice to the provisions of Clauses 31.1(a) or 31.1(b) above,

- i. any act, event or circumstance which primarily affects any of the Developer Related Parties associated with the Project shall constitute a Force Majeure Event hereunder if and to the extent that it is of a kind or character that, if it had directly affected the Developer, it would have come within the definition of Force Majeure Event under this Clause 31.1; and
- ii. any act, event or circumstance which primarily affects any of the DA Related Parties shall constitute a Force Majeure Event hereunder if and to the extent that it is of a kind or character that, if it had directly affected DA, it would have come within the definition of Force Majeure Event under this Clause 31.1.
- iii. If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the dispute resolution procedure set out in the DA, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Affected Party.

**(31.2) Notice of Force Majeure Events**

- a. The Affected Party shall give notice to the other Party in writing of the occurrence of any Force Majeure Event (the **FM Notice**), as soon as the same arises or as soon as reasonably practicable and in any event within 10 (ten) days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of its obligations under this Agreement, the actions being taken and an estimate of the time period required to overcome the Force Majeure Event and/or its nature and effects (if it is possible to estimate the same).
- b. If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable.
- c. Any party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless it has complied with all the provisions of this Clause 31.2.

**(31.3) No Liability for Other Losses**

Save and except as expressly provided in this Agreement, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event or the exercise by it of any right pursuant to this Article 14.

**(31.4) Resumption of Performance**

The Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of a Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

**(31.5) Termination due to Force Majeure Event****(a) Termination due to a Non-Political Force Majeure Event**

(i) If a Non-Political Force Majeure Event continues for a period of period of 120 (one hundred and twenty) days after the notification of a Non-Political Force Majeure Event, either Party shall, after the expiry of the period of 120 (one hundred and twenty) period or any other mutually extended period, be entitled to forthwith terminate this Agreement in its sole discretion by issuing a notice to that effect.

(ii) In the event of a termination of this Agreement as a result of a Non-Political Force Majeure Event in accordance with this Clause 31.6(a), the Parties agree that:

A. the Developer shall not be entitled to any payment including any Termination Compensation, provided however that:

- I. the Developer shall be entitled to a refund of all Instalments of the Premium paid by it to DA as on date of the issuance of the notice of termination; and
- II. the Developer shall be entitled to retain all proceeds received under any insurance policies maintained by it in relation to the Site, the AHP and PDP (subject to the Lenders' rights in respect of such insurance proceeds)
- III. the Developer shall not be entitled to any payment, including any Termination Compensation, other than any outstanding payments under un-disputed Invoices. The Developer shall however, shall be required to refund the quantum of the Grant paid by DA to the Developer as on the date of issuance of the notice of termination; and

B. the entire Site will revert to DA, including any semi-constructed AHP Assets and PDP Units on the Site on an "as is where is" basis.

**(b) Termination due to an Indirect Political Force Majeure Event**

- i. If, prior to the completion of the 90 (ninety) days period commencing from the date of issuance of the FM Notice, the Developer is of the reasonable view that the Indirect Political Force Majeure Event is likely to continue beyond such 90 (ninety) day period or any extended period agreed in pursuance of Clause 31.2, then the Developer may elect to terminate this Agreement by issuing a notice to that effect.

- ii. Without prejudice to the provisions of Clause 31.6(b)(i) above, if an Indirect Political Force Majeure Event continues for a period of period of 90 (ninety) days after the notification of an Indirect Political Force Majeure Event, the Developer shall, after the expiry of the period of 90 (ninety) days from the date of the FM Notice or any other mutually extended period, be entitled to forthwith terminate this Agreement by issuing a notice to that effect.
- iii. Upon notice of termination being issued by the Developer under Clause 31.6(b)(i) or Clause 31.6(b)(ii) above:
  - A. DA shall pay the Termination Compensation to the Developer in accordance with Clause 35.4(b) below; and shall, after the expiry of the period of 120 (one hundred and twenty) period or any other mutually extended period, be entitled to forthwith terminate this Agreement in its sole discretion by issuing a notice to that effect.
  - B. the entire Site will revert to the DA, including any semi-constructed AHP Assets and PDP Units on the Site on an “as is where is” basis.

**(c) Termination due to a Direct Political Force Majeure Event**

- i. Upon occurrence of a Direct Political Force Majeure Event which has continued for a period of 60 (sixty) days, the Parties shall have the right to terminate this Agreement forthwith, by issuing notice of termination along with the issuance of the FM Notice.
- ii. Upon notice of termination being issued by the Developer under Clause 31.6(c)(i) above:
  - A. DA shall pay the Termination Compensation to the Developer in accordance with Clause 35.4(c) below; and
  - B. the entire Site will revert to the DA or, as the case may be, GoO, including any semi-constructed AHP Assets and PDP Units on the Site on an “as is where is” basis.

All the other consequences of termination that are set out at Article 17 shall apply in case of termination of this Agreement due to a Force Majeure Event.

**(32) SUSPENSION OF CONSTRUCTION OF THE PROJECT**

**(32.1) Suspension by the Developer**

***(a) Suspension of construction of the AHP Assets***

- i. At any time during the AHP Construction Period, the Developer may suspend, whether partially or wholly ,the construction of the Affordable Housing Units and Infrastructure Facilities, as the case may be, in any of the following events or circumstances:
  - A. if after assessment, the Developer believes that the construction of the AHP Assets whether on account of the designs, use of construction materials or otherwise or likely to be unsafe and/or unfit for habitation, and that suspension is necessary and appropriate in the interest of health, safety and environment; or
  - B. a Force Majeure Event (provided that the requirements of Article 14 have been complied with) has occurred in respect of the AHP.

**(b)** The Developer acknowledges that suspension of the construction of the AHP Assets during the AHP Construction Period on account of the event listed at Clause 32.1(a)(i)(A) shall not entitle the Developer to an extension of the AHP Construction Schedule.

**(c)** Upon the occurrence of any of the events or circumstances set out in Clause 32.1(a), the Developer shall as soon as reasonably possible, and in no event later than 3 (three) days after such occurrence, notify the Independent Engineer and DA of such occurrence.

If, upon notification, the Independent Engineer and/or DA does not concur with the Developer on the nature of such occurrence, then the Developer shall be required to immediately re-commence the construction of the AHP Assets. Upon re-commencement of the construction, the Developer may initiate a Dispute regarding its claim for the occurrence of such an event or circumstance, and such Dispute shall be finally settled in accordance with the dispute resolution procedure set forth in Article, provided however that the burden of proof as to the occurrence or existence of such an event shall be upon the Developer.

***(d) Mitigation, Resumption and Termination***

i. The Developer shall make best endeavours to:

- A. mitigate the effects of any of the events or circumstances listed at Clause 32.1(a)(i)above;
- B. mitigate the effects and costs of suspension of construction of the AHP Assets; and
- C. resume the construction of the AHP Assets within 24 (twenty four) hours of the ceasing of any of the events or circumstances listed at Clause 32.1(a)(i)or such longer period as may be reasonably required by the Developer to restore the AHP Assets, but in no case exceeding 3 (three) days, and notify the Independent and the DA of the resumption of works.

ii. Without prejudice to Clause 32.1(b)(i):

iii. if suspension of the construction of the AHP Assets continues on account of the events or circumstances specified at Clause 32.1(a)(i)(A)for a continuous period of 60 (sixty) days, then such suspension shall amount to a Developer Event of Default in accordance with Clause 33.1;and

iv. in respect of events set out Clause 32.1(a)(i)(B), the consequences set out in Clause 31.3 shall apply.

**(c) Costs of Suspension and Resumption**

- i. Where the suspension of construction of the AHP Assets is caused due to an event set out in Clause 32.1(a)(i)(A), the Developer shall bear its own costs for suspending and resuming the construction of the AHP Assets.
- ii. Where the suspension of construction of the AHP is caused due to an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, the reasonable and proper Costs incurred by the Developer in suspending and resuming the construction of the AHP Assets shall be borne entirely by DA. However, such payment will be made by DA only after the relevant Indirect Political Force Majeure Event or Direct Political Force Majeure Event ceases to exist and the Developer has resumed construction of the AHP Assets, as the case may be. It is clarified that if the relevant Indirect Political Force Majeure Event or Direct Political Force Majeure Event continues beyond the time period specified in Clause 31.6, and results in a termination of this Agreement, then the Developer shall only be entitled to payment of the Termination Compensation specified in Clause 35.4(b) or Clause 35.4(c), as the case may be.
- iii. It is clarified that the Developer will not be entitled to any payment under this Clause 32.1(c) (ii) in respect of any Non-Political Force Majeure Event or in respect of any PDP Units.

**(32.2) Suspension by DA**

- a. At any time during the AHP Construction Period, DA may suspend, whether partially or wholly, the construction of the AHP Assets, in any of the following events or circumstances:
  - i. upon the occurrence of an Emergency; or
  - ii. the Developer fails to comply with Applicable Laws, Applicable Permits, the AHP Construction Plan, the EHS Manual or otherwise fails to perform its obligations in accordance with this Agreement and the AHP Requirements.
  - iii. In case of any suspension by DA upon the occurrence of an Emergency, the Developer shall as soon as reasonably possible, and in no event later than 3 (three) days after such occurrence, notify the Independent Engineer and DA of such occurrence and the Developer shall make best endeavors to mitigate the effects of the Emergency (including costs on suspension of construction of the AHP Assets). Notwithstanding anything to the contrary contained in this Agreement, if DA, in its sole assessment, is not satisfied with the steps being taken by the Developer to mitigate the effects of the Emergency on the AHP Assets, DA shall have the right to step-in to this Agreement and undertake necessary measures to mitigate the effect of the Emergency at the cost and risk of the Developer.
- b. In case of suspension of the construction of the AHP Assets pursuant to Clause 32.2(a)(ii) or Clause 32.2(a)(i) (to the extent such Emergency is attributable to the Developer), all costs and expenses in connection with suspension and resumption of construction of the AHP Assets shall be borne by the Developer. If such suspension of the AHP Assets continues for a period exceeding 60 (sixty) days, then such suspension shall constitute a Developer Event of Default in accordance with Clause 33.1.

**(33) EVENTS OF DEFAULT AND TERMINATION****(33.1) Developer's Events of Default**

A "**Developer Event of Default**" means any of the following events arising out of any acts or omissions of the Developer and which have not occurred solely as a consequence of a DA Event of Default, a Qualifying Change in Law, a Fundamental Change in Law or any other Force Majeure Event, and where the Developer has failed to remedy the defects within any specified time period (to the extent any time period is provided):

- a. revocation of registration of the Project under the RERA;
- b. any Abandonment by the Developer of the AHP;
- c. failure of the Developer to complete the construction of the AHP Assets within the Scheduled AHP Completion Date, including any relevant Grace Period;
- d. failure of the Developer to pay any Installment within the time period set out in Clause\_
- e. suspension of construction of the AHP Assets pursuant to Clause 32.1(a)(i)(A), Clause 32.2(b) for a continuous period exceeding 60 (sixty) days;
- f. a breach by the Developer of its obligations under this Agreement which has a Material Adverse Effect on the ability of the Developer to construct the AHP Assets and such breach, if capable of being remedied, is not remedied within 30 (thirty) days of issuance of written notice from DA specifying such breach and requiring the Developer to remedy the same;
- g. any representation made or warranties given by the Developer under this Agreement being found to be false or misleading in any material respect;
- h. failure of the Developer to submit and maintain a valid First Performance Security or a Second Performance Security in accordance with the terms of this Agreement;
- i. breach by the Developer of its obligations under Clause (*Right, Title and Interest in the AHP Assets*), (*Security Creation*) or (*Assignment*);
- j. breach of the Developer's obligations under Article 13 (*Change in Ownership*);
- k. failure of the Developer to obtain, renew and maintain any Applicable Permit;
- l. failure of the Developer to comply with any Applicable Law (including specifically the RERA and the Housing for All Policy);
- m. failure of the Developer to obtain and maintain insurance cover in accordance with Clause;
- n. failure of the Developer or the Subcontractors to comply with the EHS Plan in accordance with Clause;
- o. the Developer entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Developer or if the Developer becomes unable to pay its debts or the appointment of a receiver or administrator in respect of the Developer, its business and assets or any re-structuring, re-organisation, amalgamation, arrangement or compromise affecting the Developer's ability to fulfil its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect; or
- p. the breach of the Developer's obligations under or the occurrence of an 'event of default' or analogous event under the Financing Documents or the Developer Escrow Agreement, or termination of the Financing Documents, or the Developer Escrow Agreement (for reasons attributable to the Developer).

**33.2) Notice of Intent to Terminate upon occurrence of a Developer Event of Default**

- a. Without prejudice to the other provisions of this Agreement, upon the occurrence of a Developer Event of Default, DA may initiate termination by delivering a notice to the Developer stating its intention to terminate this Agreement (**Notice of Intent to Terminate**). The Notice of Intent to terminate shall specify with reasonable detail the grounds on which termination is sought. DA shall also send a copy of the Notice of Intent to Terminate to the Lenders, if any, to enable the Lenders to exercise their step- in and/or substitution rights, if any, under the Lenders' Direct Agreement.
- b. If, within 30 (thirty) days from the date of the Notice of Intent to Terminate:
  - i. the Developer rectifies or remedies the Event of Default to the satisfaction of DA or DA is satisfied with the steps taken or proposed to be taken by the Developer or the Event of Default has ceased to exist; or
  - ii. the Lenders have exercised their rights to step-in and notified their intent to remedy the Developer Event of Default or substitute the defaulting Developer in accordance with the Lenders' Direct Agreement, then, DA shall withdraw the Notice of Intent to Terminate, in writing, with a copy to the Lenders.
- c. If, within 30 (thirty) days from the date of the Notice of Intent to Terminate:
  - i. the breach has not been remedied or the Developer has not taken steps or proposed to take steps to remedy the Event of Default to the satisfaction of DA; and
  - ii. the Lenders have neither exercised their rights to step-in nor notified DA of their intent to remedy the Developer Event of Default or substitute the defaulting Developer in accordance with the Lenders' Direct Agreement, then, the consequences set out at Article 17 shall apply.

Notwithstanding anything contained in this Clause 33.2, during the subsistence of a Developer Event of Default, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the object, as far as possible, for ensuring timely construction of the Project in accordance with this Agreement.

**33.3) DA's Events of Default**

A "DA Event of Default" means any of the following events, unless such an event has occurred as a consequence of a Developer Event of Default or a Force Majeure Event and where DA has failed to remedy the defects within any specified time period (to the extent any time period is provided):

- a. a failure by DA to pay any undisputed amounts due and payable for 90 (ninety) consecutive days, notwithstanding service of a formal written demand by the Developer;
- b. a breach by DA of Clause (related to *Assignment*);
- c. a breach by DA of its obligations under this Agreement which has a Material Adverse Effect on the ability of the Developer to construct the AHP Assets and such breach, if capable of being remedied, is not remedied within the time period specified in Clause 33.4(b); or
- d. any representation made or warranties given by DA under this Agreement being found to be false or misleading in any material respect.

**(33.4) Notice of Intent to Terminate upon occurrence of a DA Event of Default**

- a. Without prejudice to the other provisions of this Agreement, upon the occurrence of a DA Event of Default, the Developer may initiate termination of this Agreement by delivering a Notice of Intent to terminate, which shall specify with reasonable detail the grounds on which termination is sought.
- b. If, within 30 (thirty) days from the date of the Notice of Intent to Terminate, DA rectifies or remedies the DA Event of Default to the satisfaction of the Developer or the Developer is satisfied with steps taken or proposed to be taken by DA or the DA Event of Default has ceased to exist, the Developer shall withdraw the Notice of Intent to Terminate.
- c. If, within 30 (thirty) days from the date of the Notice of Intent to terminate, the DA Event of Default has not been remedied or DA has not taken steps or proposed to take steps to remedy the DA Event of Default to the satisfaction of the Developer, then:
  - i. if such DA Event of Default has occurred prior to the PDP Commencement Date, the consequences set out in Clause 34.1 shall apply;
  - ii. if such DA Event of Default has occurred after the PDP Commencement Date, the consequences set out in Clause 34.2 shall apply and the Developer may terminate the AHP by issuing a notice to DA. It is clarified that a termination of the AHP pursuant to this Clause 33.4(c)(ii) shall not affect the rights of the Developer to undertake the PDP.
- d. Notwithstanding anything contained in this Clause 33.4, during the subsistence of a DA Event of Default, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the object, as far as possible, for ensuring timely construction of the AHP Assets and the PDP Units in accordance with this Agreement.

**(34) CONSEQUENCES OF TERMINATION****(34.1) Consequences of termination of the Agreement prior to PDP Commencement Date**

In case of termination of the Agreement prior to the PDP Commencement Date:

- a. the Developer shall not commence any PDP and refund all funds (if any) taken from PDP Allottees;
- b. the Developer shall cease all work in relation to construction of the AHP Assets;
- c. the Developer shall take all necessary steps to safe guard and protect the AHP Assets (in whatever stage of completion) and all other equipment, materials and goods on the AHP Area;
- d. DA shall (or shall require the Independent Engineer to) assess the cost of the construction undertaken by the Developer in relation to the AHP Assets as on the date of the Notice of Intent to Terminate and based on such assessment, pay the Termination Compensation in accordance with Clause 35.1(a), Clause 35.1(b) or Clause 35.4, as the case may be. Alternatively, DA shall have the right (but no obligation) to appoint an independent valuer/auditor to determine such costs;
- e. in case of termination of this Agreement due to a Developer Event of Default, DA shall have the right to forfeit the Second Performance Security as a genuine pre- estimate of the losses and damages likely to be suffered by DA as a result of termination of the Agreement due to a Developer Event of Default;
- f. in case of termination of this Agreement due to a DA Event of Default, Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, DA shall be required to return the Second Performance Security, the Project Development Fee and the Project Development Expenses within 90 (ninety) days from the date of the Notice of Intent to Terminate;
- g. in case of termination of this Agreement due to a Non-Political Force Majeure Event, DA shall be required to return the Second Performance Security to the Developer within 90 (ninety) days from the date of the Notice of Intent to Terminate;
- h. the Developer shall handover peaceful possession of the Site and the AHP Assets on an "as is where is" basis free of all Encumbrances and in a clean and safe condition, after removal of any wreckage, rubbish and debris at the Site;
- i. the Developer shall deliver to DA all designs and drawings, "as-built" records and other documents prepared by the Developer in connection with the AHP;
- j. should DA so require and to the extent legally possible, the Developer shall transfer all workmen and other personnel engaged by the Developer or the Subcontractors at the AHP Area for executing the AHP;
- k. should DA so require and to the extent legally possible, the Developer shall assign or novate to DA any Subcontracts that DA elects to take over;
- l. the Developer shall remove all of the Developer's equipment and other movable assets from the AHP Area that are not to be transferred to DA in accordance with this Agreement; and
- m. the Developer shall transfer to DA all Applicable Permits for the AHP Assets, which DA may require and which can be legally transferred.

**(34.2) Consequences of termination of the Project after the PDP Commencement Date**

in case of termination of the Project after the PDP Commencement Date, the following consequences shall apply:

**a. In case of a termination due to a DA Event of Default:**

- i. DA shall (or shall require the Independent Engineer to) assess the cost of the construction undertaken by the Developer in relation to the AHP Assets as on the date of the Notice of Intent to Terminate. Alternatively, DA shall have the right to appoint an independent valuer/auditor to determine such costs;
- ii. the Developer shall cease all work in relation to construction of the AHP Assets;
- iii. the Developer shall take all necessary steps to safeguard and protect the AHP Assets(in whatever stage of completion) and all other equipment, materials and goods on the AHP Area;
- iv. the Second Performance Security shall be returned to the Developer within 30 (thirty) days;
- v. the Developer shall handover peaceful possession of the AHP Area and the AHP Assets on an "as is where is" basis free of all Encumbrances and in a clean and safe condition, after removal of any wreckage, rubbish and debris at the AHP Area;
- vi. the Developer shall deliver to DA all designs and drawings, "as-built" records and other documents prepared by the Developer in connection with the AHP;
- vii. should DA so require, the Developer shall transfer all workmen and other personnel engaged by the Developer or the Sub contractors at the AHP Area for executing the AHP;
- viii. should DA so require and to the extent legally possible, the Developer shall assign or novate to DA any Subcontracts for the AHP that DA elects to takeover;
- ix. the Developer shall remove all of the Developer's equipment and other movable assets from the AHP Area that are not to be transferred to DA in accordance with this Agreement; and
- x. the Developer shall transfer to DA all Applicable Permits for the AHP Assets, which DA or the replacement contractor may require and which can be legally transferred, provided that all costs incurred in this regard shall be borne by DA; and
- xi. DA shall execute the Conveyance Deed for the entire Developer's Area on payment of the Termination Compensation, if any, by the Developer, as set out in Clause 35.2(a) below.

**b. In case of a termination due to a Developer Event of Default:**

In case of a termination due to a Developer Event of Default, DA shall have the right to, in its sole discretion, to appoint a Replacement EPC Contractor, and communicate its decision to the Developer by a notice in writing (**Termination Notice**), within 30 (thirty) days of the issuance of the Notice of Intent to Terminate.

On receipt/issuance of the Termination Notice:

- i. the Developer shall cease all work in relation to construction of the AHP Assets; and the PDP;
- ii. the Developer shall take all necessary steps to safeguard and protect the AHP Assets (in whatever stage of completion) and all other equipment, materials and goods on the AHP Area;
- iii. DA shall engage a Replacement EPC Contractor within 30 (thirty) days of the issuance of the Termination Notice to complete the construction of the AHP Assets at the cost and risk of the Developer;
- iv. the Developer shall hand over to the Replacement EPC Contractor peaceful possession of the AHP Area;
- v. the Developer shall hand over to the Replacement EPC Contractor all designs and drawings, "as-built" records, and all other documents, agreements, communication received or prepared by the Developer in connection with the AHP, and shall provide all other support required by the Replacement EPC Contractor;
- vi. the Developer shall remove all workmen and other personnel engaged by it at the AHP Area, unless instructed otherwise by DA; and  
DA shall have a right to suspend the Developer's rights to undertake the PDP on the Developer's Area (including the right to market or allot the PDP Units) till such time that the Developer has paid DA the Termination Compensation set out in Clause 35.2(b) below and will resume thereafter.

**34.3) Consequences of termination due to a Force Majeure Event:**

In case of termination of the Project due to an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, the following consequences shall apply:

- a. the Site shall revert to DA or the GoO, as the case may be, along with all construction on the Site on an "as is where is" basis;
- b. the Developer shall remove all equipment and other movable assets from the Site;
- c. the Developer shall transfer all workmen and other personnel engaged by the Developer or the Subcontractors at the Site for executing the Project;
- d. the Developer shall terminate all Sub contracts executed by it for implementing the Project;

- e. the Developer shall cancel the allotment letters issued to the PDP Allottees in respect of the PDP Units and pay compensation to the PDP Allottees (including specifically any compensation liable to be paid as per the RERA); and
- f. in case of termination due to an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, DA shall (or shall require the Independent Engineer to assess the cost of the construction undertaken by the Developer in relation to the AHP Assets and if applicable, the PDP Units as on the date of the Notice of Intent to Terminate and based on such assessment, pay the Termination Compensation in accordance with Clause 35.4(b) or Clause 35.4(c), as the case may be. Alternatively, DA shall have the right to appoint an independent valuer/auditor to determine such costs.

### **35.TERMINATION COMPENSATION**

#### **(35.1) Termination Compensation for termination prior to the PDP Commencement Date**

##### ***(a) For a DA Event of Default***

If the Agreement is terminated prior to the PDP Commencement Date for a DA Event of Default, DA shall be liable to pay to the Developer the aggregate of:

- i. lower of: (A) actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer; and (B) the AHP Project Capital Cost;
- ii. Project Development Expenses;
- iii. Project Development Fee; and
- iv. Installments paid by the Developer as on date of the issuance of the Notice of Intent to Terminate.

##### **LESS**

- i. any amounts due and payable to DA from the Developer under this Agreement; and
- ii. Grant received by the Developer as on date of the issuance of the Notice of Intent to Terminate.

##### ***(b) For a Developer Event of Default***

If the Agreement is terminated prior to the PDP Commencement Date for a Developer Event of Default, DA shall pay to the Developer, an amount equal to:

- i. the lower of: (A) 70% (seventy per cent) of the actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer; and (B) 70% (seventy per cent) of the AHP Capital Cost;

##### **LESS**

- ii. any compensation payable by DA to the EWS Allottees under RERA for failure or delay in giving possession of the Affordable Housing Units; and
- iii. Grant paid by DA as on date of the issuance of the Notice of Intent to terminate.

**(35.2) Termination Compensation for termination post the PDP Commencement Date****(a) For a DA Event of Default**

- i. If the Agreement is terminated for a DA Event of Default, and the aggregate of the actual cost of construction of the AHP Assets, the Project Development Expenses and the Project Development Fees, as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer is less than the Derived Price of the Developer's Area, then, the Developer shall pay to DA
- A. the Derived Price of the Developer's Area;
- LESS**
- B. Project Development Expenses;
- C. Project Development Fees; and
- D. the actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer.
- ii. If the Agreement is terminated for a DA Event of Default, and aggregate of the actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer, and the Project Development Expenses and Project Development Fees, is higher than or equal to the Derived Price of the Developer's Area, the Developer will not be liable to pay any Termination Compensation to the DA.

**(b) For a Developer Event of Default**

If DA appoints a Replacement EPC Contractor to undertake and complete the AHP, the Developer shall be liable to pay to the DA, the aggregate of:

- A. the cost quoted by the Replacement EPC Contractor for completing the construction of the AHP Assets;
- B. 30%(thirty per cent) of the cost of construction set out in(A)above, towards DA's risk cover and administrative expenses in appointing a Replacement EPC Contractor to complete the construction of the AHP Assets;
- C. [Installments not paid by the Developer as on date of the issuance of the Notice of Intent to Terminate];
- D. any other amounts due and payable by the Developer to DA under this Agreement;
- E. any compensation payable by DA to the EWS Allottees under RERA for failure or delay in giving possession of the Affordable Housing Units;

**LESS**

- F. Grant not received by the Developer as on date of the issuance of the Notice of Intent to Terminate;
- G. any other amounts due and payable by DA to the Developer under this Agreement.

It is clarified that in case of termination post the PDP Commencement Date, DA shall not be liable to the Developer for any losses, damages, costs and expenses suffered or incurred by the Developer or for any claims raised, proceedings initiated or actions taken against the Developer or the DA by the PDP Allottees due to cancellation of the allotment of the PDP Units or otherwise. The Developer and/ or the Selected Bidder shall be required to indemnify DA for any such claims raised, proceedings initiated or actions taken against the DA by the PDP Allottees on termination of this Agreement.

**(35.3)** For all amounts payable by the Developer under this Article 18, DA may invoke the Second Performance Security and/or the Parent Company Guarantee to recover the amounts due from the Developer. If the Second Performance Security or the Parent Company Guarantee is inadequate or not valid, DA shall have a right to recover the balance from the Developer as a debt due.

**(35.4) Termination Compensation for termination due to Force Majeure Events**

**a. Non-Political Force Majeure Event**

In the event of a termination of this Agreement as a result of a Non-Political Force Majeure Event in accordance with Clause 31.6(a), the Parties agree that [the Developer shall not be entitled to any payment including any Termination Compensation, provided however that:(i)the Developer shall be entitled to a refund of all Installments of the Premium paid by it to DA as on date of the issuance of the notice of termination; and (ii) the Developer shall be entitled to retain all proceeds received under any insurance policies maintained by it in relation to the Site, the AHP and PDP (subject to the Lenders' rights in respect of such insurance proceeds)] / [the Developer shall not be entitled to any payment, including any Termination Compensation, other than any outstanding payments under undisputed Invoices. The Developer shall however, shall be required to refund the quantum of the Grant paid by DA to the Developer as on the date of issuance of the notice of termination.]

**b. Indirect Political Force Majeure**

- i. If the Agreement is terminated due to an Indirect Political Force Majeure Event, prior to the AHP Completion Date, DA shall be liable to pay to the Developer, the lower of: (A) actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer; and (B) the AHP Capital Cost.
- ii. If the Agreement is terminated due to an Indirect Political Force Majeure Event, post the Completion Date, the Developer shall not be entitled to any Termination Compensation.

**c. Direct Political Force Majeure**

- i. If the Agreement is terminated due to a Direct Political Force Majeure Event prior to the PDP Commencement Date, DA shall be liable to pay to the Developer, the lower of:(A) actual cost of construction of the AHP Area Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer; and (B)the AHP Capital Cost.
- ii. If the Agreement is terminated due to a Direct Political Force Majeure Event post the PDP Commencement Date, DA shall be liable to pay to the Developer, the aggregate of:
  - A. the lower of: (1) actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer; and (2) the AHP Capital Cost;
  - B. 20% (twenty per cent) of the amount under (A) above as overhead expenses and
  - C. the actual cost of construction of the PDP Units as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer or any independent valuer/auditor appointed by DA.

**(35.5)** All Termination Compensation required to be paid by the Developer to DA, shall be paid within 30 (thirty) days of the assessment of such Termination Compensation and shall be deposited in the account designated by DA.

**(35.6)** All Termination Compensation required to be paid by DA to the Developer shall be paid within 30 (thirty) days of the assessment of such Termination Compensation and shall be deposited in the Developer Escrow Account and dealt within accordance with the Developer Escrow Agreement.

**(35.7) Full and Final Settlement**

Notwithstanding anything to the contrary elsewhere in this Agreement, any Termination Compensation determined pursuant to this Article 18 shall, once paid, be in full and final settlement of any claim, demand and/or proceedings of the Developer against DA, in relation to any termination of this Agreement and the Developer shall be excluded from all other rights and remedies in respect of such termination.

**(35.8) Accrued Rights and Liabilities**

- a. Notwithstanding anything to the contrary contained in this Agreement, any termination of the Agreement shall be without prejudice to accrued rights of either Party, including its right to claim and recover damages and other rights and remedies which it may have in law or contract. All accrued rights and obligations of either Party under this Agreement, including without limitation, all rights and obligations with respect to Termination Compensation, shall survive the termination of this Agreement, to the extent such survival is necessary for giving effect to such rights and obligations.
- b. Nothing in this Article 18 shall prevent or restrict either Party's right to seek injunctive relief or a decree of specific performance or other discretionary remedies of the court.

**Note:**

- Illustrative RFP model of the bid document specific to the project.
- Changes specific to the project may be made, if required

**Development Norms for Affordable Housing Projects**

The Development Control Norms laid out in this Annexure shall apply to the approval of building plans and issuance of certificates for occupancy of AH, SRRH & RH Projects, proportionate to the extent of Affordable Housing provided in such projects. This will apply to all urban areas of Odisha State. On basis of these provisions, relevant changes will be brought in the Planning and Building Standard Regulations or any other Regulations of Development Authorities, Improvement Trusts, Special Planning Authorities etc. as applicable for any urban area of Odisha State. These norms are:

1. Development Control Norms for Affordable Housing Projects:
  - (A) Size of EWS and LIG Units: The size of the dwelling units for EWS (Economically Weaker Sections) and LIG (Low Income Group) income categories shall be same as specified in Annexure- 1 of this Policy.
  - (B) Planning and Building Standard norms for housing projects: Following Planning and Building Standard norms shall be applicable to housing projects taken up under this policy:
    - i. Relaxation for Affordable Housing Projects: The following development control regulations shall be applicable to the extent of EWS & LIG for Non High- Rise Buildings in various housing projects of Government and Private Sectors.
      - (a) The distance between two building blocks shall be a minimum of 2 meters.
      - (b) Parking Requirements for Affordable Housing Projects can be accommodated within set back areas; where set back is minimum 3.00 meter subject to the condition that at least 1.2 meter driveway for one side parking and 1.5 meter driveway for both side parking, shall be provided
      - (c) However, for High-Rise Affordable Housing Projects; the provisions of prevailing Planning & Building Standard Rules/Regulations shall be followed.
    - ii. FAR: Maximum FAR allowed for projects shall be subject to following provisions:
      - (a) Provisions of Compensatory FAR: The provisions of Compensatory FAR made in this Policy must be followed, while granting plan approval for all housing projects covered under provisions of this Policy.

- (b) Issue of TDRs: The provisions of this Policy relating to TDRs must be followed for plan approval for all projects attracting provisions of this policy. The Competent Authority shall issue Transferrable Development Rights Certificates for the unutilized portion of the compensatory FAR as per this policy. The Competent Authority shall honour these certificates when they are submitted for utilization in other projects in conformity with relevant regulations and policies.
2. Mandatory Provisions of EWS Housing: The mandatory provisions of Model-I of this policy shall apply to building plan approval for all housing projects covered under this policy. No Building Plan approval shall be granted without the compliance to provisions of Model - I made in this policy.
3. Issue of Occupancy Certificate: The Competent Authority in each urban area in the State shall ensure that the reserved EWS and/or LIG housing, as specified in this Policy, are completed and ready for allocation before issue of occupancy certificate for the unreserved portions of the apartments or group housing projects to which this policy applies. In case the developer is not providing the EWS and/or LIG houses at the project site, then the Competent Authority shall satisfy itself that the developer has conformed to the provisions of relaxations provided to the developers under this Policy.
4. Development of infrastructure  
The development of external and internal infrastructure shall include:
- (A) External development: External development shall include road connectivity, street lighting, water supply, sewerage connection, solid waste management facility and public transport service. The government agencies concerned should provide for the same to the projects under Model 3, 4 & 5 to the extent possible.
- (B) Internal development: Internal development works shall include all internal roads, footpaths, complete water supply including overhead or surface water reservoir/distributions lines. Electric distributions lines/ 11 KV line/transformers etc. (if required), internal sewer lines/drainage lines/Nullahas (wherever required), gated compound/street light/ parks/ adequate and proper tree plantation in parks and in front of buildings. Rainwater harvesting structures & sewerage treatment plant shall be mandatory as per requirement.

5. Fast Track Approval for Affordable Housing Projects: The relevant Authority in each urban area in Odisha State shall make arrangements for expediting approval of building plans in conformity with the provisions of this policy. The procedure shall be based on following norms: -
- (A) The collegiate system of approval shall be followed to provide hassle-free “Single Window” clearances by the concerned Authority.
  - (B) The applicant shall be given a “Green Form” after approvals of the project from the Authority. This “Green Form” will be basis for extension of other concessions to the project by various other government authorities.
  - (C) In this regard, the detailed procedure will be notified separately by the government in H & UD Department.

**Operation & Maintenance of the Housing Estates****1. Introduction:**

Affordable Housing, once built needs to be maintained as per set standards, for ensuring that the same does not get dilapidated in short span of time. The objective will be to prolong the time period for which the buildings can be used for habitation, there by optimizing the returns on public investments. Estimates suggest that if long term systems are not set in place for maintenance, then urban poor may not be able to maintain the housing estates to the desired levels. The operation and maintenance of common areas and common functions will be done by a Registered Agency, the detailed procedure for which will be prescribed in Estate (Management & Allotment) Regulations of PDA. In case of PPP projects, the private developer shall in accordance with the terms and conditions of the concession agreement maintain the premises till the time Registered Agency is formed and maintenance responsibilities are duly handed over by the developer to the registered agency. This period shall form part of defect liability period to be fulfilled by the developer.

**2. Management Structure:**

(A) **Formation and Functions of Registered Agency** - All persons who have been allotted a property in a housing estate shall constitute themselves into a Registered Agency (hereinafter called Agency) under these provisions, which shall include as its objects the following:

- (i) To discharge such duties and responsibilities as are specified in regulations and the agreements made thereunder for the proper maintenance, running, up-keep and keeping in good repair common portions and common services of such property as have been allotted to its constituent members.
- (ii) To pay on behalf of the Agency and on behalf of each constituent member of such Agency all rates, taxes, fees, charges, assessments municipal or otherwise and other levies of whatsoever nature as provided in the regulations and agreements executed with the Authority.
- (iii) To look after the interest of constituent members.

- (iv) To execute with the Authority agreements, lease-deed or other documents as specified in regulations.
- (B) **Constitution of Registered Agency** - The constitution of the Agency and the bye-laws governing its functioning shall be such as may be approved by PDA.
- (C) **Application for Registration** - Every such Agency shall make an application to the Chief Executive of PDAs for registration.
- (D) **Registration of Agency** - The Chief Executive after he/she is satisfied that the constitution of the Agency is in consonance with regulations, shall register such Agency and issue a certificate of registration to the Agency and a certificate of membership to each constituent member of the Agency. Further, if so directed by the Chief Executive, the Agency shall get itself registered under Societies Registration Act, 1860 within such period as may be prescribed in the scheme brochure.
- (E) **Execution of Documents by Agency** - No purchase agreement, hire or lease-deed, or other documents shall be executed until the requirements of same have been completed.
- (F) **Election of Managing Committee** - The Chief Executive or Officer authorized by him/her shall as soon as possible call a meeting of the Agency for electing a President, Vice President, Secretary, Treasurer and one member who shall together constitute the Managing Committee of the Agency.
- (G) **Time Limit for Execution of Agreement** - The Agency shall within such period as may be prescribed by the Chief Executive, execute the agreement in regard to common portions and common services with the PDA.
- (H) **Responsibility of Registered Agency about Services** - The Agency and each of its constituent members shall be responsible for ensuring that:
  - (i) no damage or deterioration is caused to the property handed over in terms of the agreement under these regulations;
  - (ii) no installation or equipment connected with or provided as part of water supply, sewerage, storm water drainage, electricity or other service shall be tampered with;
  - (iii) no construction within the property shall be made otherwise than with the prior sanction of the competent local authority;

- (iv) no obstruction to a person duly authorised shall be caused so as to create difficulties in the discharge of his duties in connection with the matters arising out of the management of property ; and
- (v) no obstruction to common portions shall be caused or misuse of the property shall be made, such as following:
  - (a) occupying common passages, staircases, lifts approaches and the like;
  - (b) throwing garbage or refuse within the precincts of the property or outside it;
  - (c) keeping a vehicle so as to obstruct the free movement; and
  - (d) creating unhygienic conditions or nuisance.
- (I) **Liability of Constituent Member** - The liability of each constituent member shall be limited to the liability prescribed in the constitution of the Agency and as laid down in regulations meant for the purpose.
- (J) **Control by the Chief Executive over the Affairs of the agency** - The Chief Executive of PDA as the registering Authority shall have the power to:
  - (i) Call for information from the Managing Committee or any constituent member of the Agency in connection with the:
    - (a) affairs of the Agency;
    - (b) management of the Housing Estate; and
    - (c) relations between a constituent member and the Agency.
  - (ii) call an extra ordinary meeting of the Managing Committee or of the general body of the Agency, if in his opinion such a meeting is necessary or desirable;
  - (iii) inspect, on a complaint being made, such record and accounts of the Agency as may deem fit;
  - (iv) issue any directive for securing the efficient functioning of the affairs of the Agency or management of the Housing Estate, as the case may be which shall be binding on the Agency; and
  - (v) revoke the registration of the Agency for good and sufficient reasons.
  - (vi) where the registration of an agency has been revoked in pursuance of above, the Chief Executive may either direct the formation of a new Registered Agency or take over functioning of the Registered Agency, himself.

(K) **Recovery of Dues** - Any dues payable to the PDA by the Agency or its constituent members shall be recovered by the PDA as arrears of land revenue under Orissa Public Demand Recovery Act, 1962.

(L) **Settlement of Disputes** - If any dispute or difference of opinion arises between the President of the Managing Committee or the Managing Committee and a constituent member or amongst members themselves or between any party connected with the property by which the Agency and the constituent members are concerned in terms of agreements with the PDA, such dispute or difference of opinion shall be decided by the Chief Executive of PDA after hearing the parties concerned. The decision of Chief Executive in this regard shall be final and binding on all.

**(M) Change of Constituents of Registered Agency**

(i) Deletion of Constituent: If allotment of a constituent is cancelled by the PDA then he/she ceases to be the Member of the Registered Agency with immediate effect. Registered Agency is duly bound to inform the same to all other constituents and take further steps as decided by PDA.

(ii) Substitution of Constituent: On transfer of the ownership which is duly approved by the PDA, the transferee shall be taken in by the Registered Agency as constituent member on terms and conditions, as applicable to other constituent members. No additional levy or fees can be charged by Registered Agency for such substitution.

(iii) New Addition: If a fresh allotment is made by the authority for any of the vacant property in the estate, the new allottee shall become the member of Registered Agency. The new member shall have to pay the fees & charges, as the original member had paid or as decided by the Chief Executive of PDA.

3. **Sources of Fund:** There will be two types of funds to be maintained by every Registered Agency. They will be managed in the manner as provided below:

(A) **Corpus Fund:** Every registered agency shall maintain a Corpus Fund. The corpus amount being generated from various sources will be kept as fixed deposit in a nationalized bank. The same shall not be encashed in any case. The interest generated out of the corpus will be credited on quarterly basis into revenue account to be maintained by the registered agency, separately. Following contributions will become part of the Corpus Fund:

- (i) 2% of the total estimated cost to be deposited after completion of the work by PDA or private developer for the respective projects.
  - (ii) 50% of the rent accruing out of the neighbourhood shopping units constructed within the Housing Estate. The amount of rent collected by the PDAs to the extent of applicability of this clause will be transferred to Registered Agency's Corpus Fund.
  - (iii) Any other grant or donation received by the Registered Agency for the purpose of Corpus Fund.
- (B) **Revenue Fund:** Each Registered Agency shall maintain a Revenue Fund in any scheduled Commercial Bank. The following amount will flow into this fund.
- (i) Monthly contribution by the constituent members, as fixed by the Registered Agency for maintenance of the common areas & common portions.
  - (ii) Any donation or grant received by the Registered Agency for the maintenance of the housing estate from ULB or otherwise.
  - (iii) Interest on Corpus Fund
4. Efforts will be made to help members of the Society in taking up repair and maintenance work of housing estates by themselves. Their capacity building efforts will be taken up through Livelihood Mission or employment linked training programmes.

**Affordable Housing Facilitation Centre (AHFC)**

1. Affordable Housing Facilitation Centre (AHFC) with Professional Experts will also be set-up in the Mission to support Odisha Urban Housing Mission in discharge of its duties.
2. Affordable Housing Facilitation Centre (AHFC): AHFC will consist of experts from various fields mainly comprising of capacity building, PPP contract management, social development, E-Governance & Information Technology, Housing Micro Finance, Communications and Geographical Information System expertise to assist OUHM in successfully implementing such projects.
3. For Project Development Agencies (PDAs) having annual targets of 5,000 and above dwelling units under this policy, one Affordable Housing Facilitation Centre will be set up.
4. For PDAs having less than 5,000 as annual target, a District level Affordable Housing Facilitation Centre can be set up for the same. This will be as per decisions of OUHM from time to time.

**Industrial approach to Housing for All**

1. The challenge to create housing in EWS & LIG category gets complicated by the sheer numbers involved. If the houses are to be constructed through conventional mode, it takes too long to build, too much to maintain and too much is wasted during the process of housing construction. This further restricts supply of Affordable Housing in the market thereby increasing affordable housing gap.
2. To address these issues of inefficiencies involved in the construction, there is a need to transform the process of housing construction into housing production through an industrial approach thereby saving on both cost and time. This will ensure timely construction, saving in costs, quality control, saving in operation and maintenance costs of the housing stock created. Further process is more environmentally sustainable than conventional construction.
3. To promote industrialized construction, there is a need for Government to play a proactive role. Following policy guidelines are formulated to facilitate this process.
  - (A) **Scale:** Industrial technology will require scale, which can only be brought in by the Government in the beginning. Therefore, Government shall pool various projects of Affordable Housing being taken up by various agencies for award of contracts to ensure scales of economy required for industrial construction.
  - (B) **Facilitation of Industries to be set up:** Government will facilitate setting up of such Industries through Department of Industries. If required, Government will facilitate setting up of an Industrial Estate for Construction Technologies to ensure support to the Housing for All Programme.
  - (C) **Technical Approval:** Any construction technology or material required for adoption by State Government for facilitating construction of housing on large scale will be identified by Housing & Urban Development Department and submitted to Works Department. Works Department will finalize the same with reference to appropriateness of the technology, structural stability and rate analysis. A separate Schedule of Rates (SoR) maybe brought in, if required, for the purpose.
4. Efforts will be made to promote use of fly ash bricks in construction of houses under this policy. To promote the same, OUHM may issue separate guidelines from time to time.

**Provision of Basic Services to Slum Dwellers**

1. This policy is aimed at comprehensive urban development. Towards this goal, all ULBs shall aim at providing the following basic services to all slum dwellers: housing, water supply, toilets and drainage, livelihoods, roads and transport, education, health and other welfare services.
2. ULBs shall earmark and spend 25% or the percentage of the slum population whichever is higher of their development budgets for slum development and give report to state government on same.
3. ULBs shall improve access by all slum dwellers to these services in partnership with the relevant departments/agencies and through a process of convergence. The OUHM will be responsible for integrating the inputs of various departments in this regard.
4. ULBs will use slum dweller lists / biometric identification, to provision various welfare services like food subsidies, pensions, relief funds, school fee subsidies, maternity entitlements and girl child benefits to the poorest of poor slum dwellers. Access to household level services will help in broadening the range of potential livelihood activities and improve household productivity.
5. Development Authorities, Special Planning Authorities, Regional Improvement Trusts, ULBs etc. shall reserve at least 20% of land in residential use zone in the development plans / master plans.
6. The contribution of slum dwellers in helping to support local business, industry and trade is substantial. Therefore, ULBs shall undertake initiatives to mobilize resources from the private sector either for the adoption of specific development works at slum level in accordance with the priorities identified by the ULBs. State Government and ULBs may consider introducing fiscal incentives, such as tax exemptions etc., as incentives for mobilizing such contributions.

## Transit Accommodation

### 1. Background

Condition of the urban poor staying in informal settlements (Slums) become more vulnerable as many a times they are evicted without provision for transit shelter or other basic services for them. At the same time there remains a requirement of relocation of some of the slums (informal settlements), which are on untenable lands and where public lands, on which such slums are located, are required for other infrastructure projects. Therefore, there is a need to have a balanced approach for dealing with such cases. This becomes more important as Government of Odisha is committed to protect shelter and other rights of urban poor. Therefore, these guidelines have been formulated to provide for a mechanism, for provision of transit housing to eligible families of evicted slum dwellers before final rehabilitation of such families is taken up. It is envisaged that these guidelines will create a supporting framework for pursuing Housing for All one hand and to facilitate urban infrastructure projects on the other hand.

### 2. Basic Features

- a. Identification of Beneficiaries: The slum dwellers eligible under this policy for rehabilitation shall be eligible for assistance under these guidelines.
- b. Transit Site: Suitable Land as a Transit Site shall be identified by the PDA for relocation of beneficiaries. The Government shall provide the land required for such Transit Housing to PDAs without any cost.
- c. Implementing Agency: Any PDA may take up development of transit housing in the land identified and approved for such projects. In case of urgency, requisitioning authority may also directly take up development of shelter houses as per approved plans. After completion of same, transit houses are to be handed over to the PDA for maintenance purposes.
- d. Development Plans & Estimates: The transit houses shall be developed as per the approved plans and estimates notified by OUHM from time to time.

### 3. Provisions in Transit Housing

- a. Physical Infrastructure: The transit housing shall mandatorily have following provisions:
  - i. Murrom Road with Drainage facility.
  - ii. Provision of Safe Drinking Water Supply.

- iii. Street Light(s).
  - iv. Community Toilet(s).
  - v. Provision of Solid Waste Management.
- b. Social Infrastructure: Following arrangements for provisions of social welfare services shall be made at the site:
- i. Anganwadi Centre Services: Sub-Collector concerned shall ensure that new site is tagged with nearest Anganwadi Centre. Concerned ICDS Supervisor will be the Nodal Officer for coordinating the same.
  - ii. Education Facility: District Education Officer (DEO) will ensure that new site is tagged with nearby School(s) for providing educational facilities to children. Education Officer (BEO) will be the Nodal Officer for coordination.
  - iii. Healthcare Facility: Chief District Medical Officer will ensure that new site is tagged with nearby health care facility available. Local Auxiliary Nursing Midwifery (ANM) will be the Nodal Officer for this purpose.
- c. Social Welfare Programme: Records for distribution of pensions and other benefits will be changed as per the ward no. of the new site. Local Bodies will ensure the same.
- d. Emergency Support During Transit Period:
- i. Food: Food will be provided to the relocated slum dwellers by the requisitioning authority for at least 10 days to enable them to settle in the new site. If necessary, support of Local Non-Government Organizations (NGOs) may be identified for the purpose.
  - ii. Temporary Shelter: Polythene Sheets or Tarpaulin sheets as temporary shelter are to be given to the relocated slum dwellers for immediate shifting.
  - iii. Transportation Assistance: Assistance will be provided by requisitioning authority for transportation of household materials for shifting to the transit site.
  - iv. Emergency Health Care Support: Regular Health Camp is to be organized for at least one month in the relocated site by Government.

#### 4. Rehabilitation of Slum Dwellers

Within two years full and complete rehabilitation of evicted slum dwellers in terms of provisioning of EWS house (standard size) to entitled beneficiaries, shall be made. Work on same shall start, preferably within six months of such temporary relocation of slum dwellers. To implement the same following provisions shall be made:

- a. Provision of Land: The requisitioning Authority / Department / Agency shall provide a suitable site for rehabilitation of evicted Slum Dwellers. The size of the site to be provided will be in the scale of 175 Dwelling Units per Acre. Provided State Government may provide rehabilitation site in any case where requisitioning Department/Agency is not able to provide land for the purpose.
- b. Funding: The cost of construction of EWS houses may be arranged from following sources:
  - i. Cost to be borne by the beneficiary.
  - ii. Convergence with Government Schemes and Subsidies: Convergence with Central Government & State Government Schemes may be made to the extent possible.
  - iii. Contribution by the Requisitioning Authority: Rest of the funds are to be contributed by the Requisitioning Authority/Agency. Provided State Government may contribute the same in case a particular Authority/Department is not able to make the provisions for same.
- c. Development of Rehabilitation Housing: In case requisitioning agency is not a department of State, then the same agency will be responsible for construction of rehabilitation housing of the Slum Dwellers as per above. OUHM may also designate any PDA for taking up this work as per requirement.
- d. Contribution By Land Owning Agencies: The land owning agencies, from whose land slum is to be removed, will be required to provide funds for temporary relocation and final resettlement of evicted slum dwellers as per following:
  - i. They will bear the cost of interim relocation support to be provided including cost of fooding, temporary shelter, transport allowance and other requirements.
  - ii. They will bear rental assistance for a period of two years, for use of rental housing developed and maintained by PDA, if evicted

eligible slum dwellers are housed in transit houses developed by PDA.

- iii. Provision of land for final rehabilitation shall be made at the scale of 175 dwelling units. This site shall be as near as possible from the place, from where they have been evicted.
- iv. Cost of EWS Housing Unit minus the beneficiary contribution is to be provided by the Land owning agency. The subsidy available under the existing schemes of Government of Odisha and Government of India can be dovetailed by the land owning agencies to the extent possible.
- e. Exemption by State Government: The above said contribution must be provided by all Land Owning Agencies which are going to use the land for the purpose of commercial exploitation. In case of requirement of encroached land for public infrastructure works, State Government may exempt any such agency or department, from the responsibility of final resettlement. In such cases, State Government will make provisions for the same.

#### **5. Temporary Shelter Sites in cases of Emergency Evictions**

There are possibilities that construction of transit housing may take time and same may not be possible to be built before eviction, for example, where removal of encroachment may be required for development of roads, drains or any other matter of urgent public importance, requiring such eviction. In such cases; requisitioning authority, Local Bodies & State Government will take proactive steps to provide temporary shelter sites; where provision of drinking water, lighting, etc had been made. In such cases, after construction of Transit Housing, evicted slum dwellers will be given option to either move to such transit housing or they can choose to stay in the temporary shelter site provided by the Government.

#### **6. Nodal Officer**

There will be Nodal Officers from Urban Local Bodies and District Administration to coordinate various measures to be taken as per provisions of these guidelines.

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