

Expression of Interest
FOR
“DEVELOPMENT OF KALYAN MANDAP “
At Sector-9,
Cuttack



Cuttack Development Authority,
Arunodaya Bhawan,
Link Road, Cuttack-12



Cuttack Development Authority
Arunodaya Bhawan, Link Road, Cuttack-12
Fax No - 0671-2312299
email: cda.cuttack@ori.nic.in

EoI No: ___7055/CDA

Date: 06.07.2022

Expression of Interest

Proposals are invited For the Development of Kalyan Mandap along with allied facilities on the "Annual License Basis" at Sector-9, Cuttack.

Sealed Proposals are invited from Individual/Developers/ Builders/Firms for undertaking the Development of Kalyan Mandap along with allied facilities on an Annual License Basis over layout plot no. 7KM/1397 (part) of Sector-9, Cuttack.

CDA shall give permissive possession of the proposed plots for 30 years, to be developed as Kalyan Mandap. Whereas the selected bidder shall construct, develop, operate & maintain the project. The detailed document along with formats and draft agreement is available on the website of CDA i.e. www.cdacuttack.nic.in.

Interested Bidders may submit their proposal on or before Dt. 29/07/2022 by 15:00 hrs. as per the prescribed formats available on the website.

The proposals should be submitted along with a bid document fee of Rs. 11,800/- (Rupees Eleven Thousand eight hundred only) and with bid security of Rs. 2,00,000/- (Rupees Two lakhs only) and the proposals shall be submitted through speed post/ courier so as to reach by the above date and time

For any further assistance in this regard or for any clarification w.r.t. this project, the prospective bidder may contact Shri Narad Chandra Rath, Engineer Member (I/C) CDA on +91- 9437180346/ Scheme Officer CDA on +91-9438305766

Secretary

C.D.A, Cuttack reserves right to accept or reject any application and to annul the selection process at any time, without incurring any liability and without assigning any reason thereof.

Schedule of the bidding process

Period of availability of document:	Dt. 11/07/2022 to Dt. 29/07/2022 (Downloaded from the website: http://www.cdacuttack.nic.in/)
Last date for submission of Proposals:	Dt. 29/07/2022 by 15:00 hrs.
Last Date for Receipt of Pre Bid Queries:	Dt. 15/07/2022 by 13:00 hrs through email on cda.cuttack@nic.in , sangram.pal@ap.jil.com
Pre Bid Meeting:	Dt. 15/07/2022 by 15:00 hrs.
Place of submission of Proposals:	The Vice-Chairman, Cuttack Development Authority, Arunodaya Bhawan, Link Road, Cuttack-12, Odisha
Date and Time of opening of Technical Proposals:	Dt. 29/07/2022 at 16.30 hrs.
Date and Time of opening of Financial Proposals:	Will be intimated later.
For further Information	Shri Narad Chandra Rath, Engineer Member (I/C), Cuttack Development Authority, Arunodaya Bhawan, Link Road, Cuttack-12, Mobile- +91- 9437180346

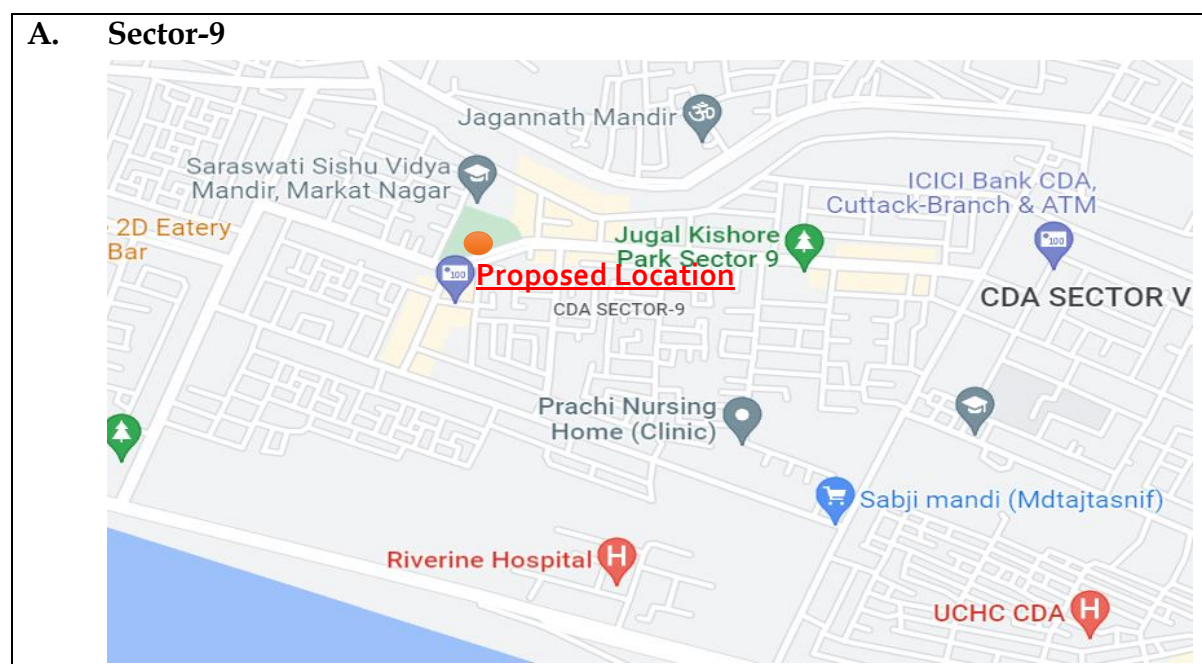
PROJECT INFORMATION AND GENERAL CONDITION OF CONTRACT

1. CITY PROFILE

Cuttack is the former capital and the second-largest city in the eastern Indian state of Odisha; and headquarters of Cuttack district. The name of the city is an anglicized form of Katak that means The Fort, a reference to the ancient Barabati Fort around which the city initially developed. Cuttack is also known as the Sudama City due to its history of 1000 years and famous silver filigree works. It is also considered as the judicial capital of Odisha as the Odisha High Court is located here, and hosts a large number of trading and business houses in and around the city. Cuttack is also famous for its Durga puja which is an important festival of Odisha and West Bengal. The old part of the city is centered on a split of land between Kathajodi River and Mahanadi River, bounded on the southeast by Old Jagannath Road. The city is a part of the Cuttack Municipal Corporation consisting of 59 wards. Cuttack stretches from Phulnakhara across the Kathajodi in the south to Choudwar in the north across the Birupa River, while in the east it begins at Kandarpur and runs west as far as Naraj. Four rivers including Mahanadi and its distributaries Kathajodi, Kuakhai, Birupa run through the city

2. PROJECT LOCATION

The proposed project is to be developed at Sector-9 (32,819 sq. ft.), Cuttack. This area is a planned development by Cuttack Development Authority consisting of residential, commercial, recreational/open space, educational, and health care facilities.



3. PROJECT OBJECTIVE

Cuttack Development Authority (CDA) owns a plot at Sector-9, the plot is intended for Kalyan Mandap to be developed by CDA. This is a prime location for Kalyan Mandap due to its locational advantage, surrounding development & better connectivity. This can be used for different social functions i.e. Marriage ceremony, Receptions, Thread ceremony, meetings & other activities, as there are limited such type of facilities with support infrastructure available in the vicinity.

4. PRODUCT MIX

The components of a Kalyan Mandap includes the following;

- ✓ Function Hall
- ✓ Bride Room, Groom Room & Guest Room
- ✓ Dining Area, Pantry/ Kitchen Area
- ✓ Store Room
- ✓ Office Room & Staff Room
- ✓ Open Function Space
- ✓ Parking Area, Landscaping

5. DEVELOPMENT REGULATIONS:

The Development Controls prevailing in the site is governed by the prevailing 'Odisha Development Authority's (Planning & Building Standards Regulations) Rule 2020' of and any modification/ amendment from time to time. The proposed project site is approached by 18 mt road. So as per bylaws, the development regulation is as follows;

- Total land area: 32,819 sq. ft.
- Allowable FAR: As per road width & Planning and building standard regulation 2020
- Set-back and other parameters: As per Planning and building standard regulation 2020 and any modification/ amendment from time to time
- Minimum parking area: 50% of Built-up area or as per as per P&BS Regulation and any modification/ amendment from time to time

6. LAND DETAILS

Cuttack Development Authority earmark 32, 819 Sq. ft. land area at Sector 9 over CDA layout Plot No- 7KM/1397 part.

Details of the land is as given below;

DETAILS	SECTOR-9
CDA Layout Plot no.	7KM/1397 part
Area in sq. ft.	32,819
Mouza	Bidyadharpur (6)

7. PROJECT STRUCTURE

- CDA shall give permissible possession of the said plot to the successful bidder for Development of Kalyan Mandap & the Operation and Maintenance of the said project is for a licence period i.e. 30 years along with allied facilities.
- The Developer shall undertake at its cost and risk the development (including site development, demolition of existing structure, and removal of utilities at, over or under the Project Site if any), implementation, financing, design, construction, completion and commissioning of the Project/ Project Assets/ Project Facilities at the Project Site, in accordance with provisions hereof, the Development Controls, Applicable Laws, terms of Applicable Permits and Good Industry Practice
- The successful bidder shall construct the Kalyan Mandap as per the Approved plan within the stipulated period as per the agreement.
- The successful bidder shall be required to pay an annual licence fee to CDA with 20% escalation every three years for 30 years.
- The quoted annual license fee shall be paid to CDA on quarterly prorate basis.
- The Developer expressly agrees and undertakes that the Developer shall himself arrange for financing and/ or meeting all financing requirements through suitable debt, equity or any other acceptable financial mode.
- The Developer, at its cost and expense, shall avail comprehensive insurance coverage against risks with an adequate amount for the entire project facilities, to cover the licence period.
- The selection of the successful bidder from among the eligible bidders responding to this EoI shall be made on the basis of the highest annual licence fee offered to CDA.

8. LICENCE PERIOD

- Licence Period shall be for 30 years. At the end of the licence period, CDA may review the performance of the Developer and if found satisfactory, CDA may extend the agreement period upon mutually agreed terms and conditions.
- Construction Period is 1 year from approval of plan or date of issue of occupancy certificate whichever is earlier and deferred license fee period of 1 year post completion of Construction Period. (Exclusive of Licence Period of 30 Years)
- Commencement/ operation of the Kalyan Mandap facility shall happen only after written permission from CDA.

9. RESERVE PRICE

The Reserve price for annual licence fee for the Kalyan Mandap is INR 30,00,000/- (Rupees Thirty Lakhs only).

10. SAFETY CODE AND SAFETY RULES (construction & operation period)

- First aid facility shall be maintained in a readily accessible place of the Kalyan Mandap.
- Fire safety measures shall be maintained within the Kalyan Mandap building.
- No paint containing lead/ lead products shall be used except in the form of paste or readymade paint.

11. ELIGIBILITY CRITERIA

For participating in this bidding process, the Applicants would require to comply with the following criteria:

- The applicant shall be either an Individual/ Firm/Company registered under relevant acts;
- The applicant should have experience in construction, development & management of projects preferably in Kalyan Mandap/ Banquet hall/ Hotel/ Commercial building/ Institutional building etc.

- Bidder should have satisfactorily completed at least 3 (Three) nos. of building project works of not less than 10,000 (ten thousand) sq. ft. built up area each, in Government, Semi Government/ P.S.U. or Private Sector in the last three (3) years from last date of bid submission.
- The applicant should have minimum average annual Turnover of Rs. 50 Lakhs over last three financial years (2018-2019, 2019-2020 and 2020-2021).
- Consortium is not allowed.
- Even if an applicant firm satisfies the above requirements, it will be subject to disqualification at any stage of this selection process, if it has;
 - i. Made a false representation in the form, statement and attachments required in the Registration documents;
 - ii. Record of poor performance;
 - iii. If it has been convicted by any court of law.

12. TERMINATION OF CONTRACT

CDA may at its sole discretion terminate the engagement without assigning any reason whatsoever, if the Authority finds any illegal activities or any activities in contravention to the approved use. CDA in doing so, shall intimate the developer in writing. The decision of CDA in this matter shall be final and binding. Either of the parties can terminate the agreement giving a notice period of 2 months. In such event, the possession of the said land along with allied facilities shall come back to CDA.

13. RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinised to establish "Responsiveness". A Bid may be deemed "Non Responsiveness" if it does not satisfy any of the following conditions;

- It is not received by the due date and time as specified in the EoI;
- It does not contain sufficient information for it to be evaluated and/ or is not in the formats specified;
- It is not signed and/ or sealed in the manner specified in the EoI;
- It is not accompanied by a Valid Bid Security;

The Bid shall be considered to be substantially responsive if it confirms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which;

- Affects in any substantial way, the scope, quality, or performance of the Project, or
- Limits in substantial way, inconsistent with the EoI document CDA's rights or the Bidder's obligations under the Agreement, or
- Unfairly affects the competitive position of other Bidders presenting substantially responsive bids.

A bid once declared as "non-responsiveness" and rejected, cannot be made responsive by the bidder having corrected or withdrawn the non-confirming deviation or reservation.

14. SELECTION METHODOLOGY AND AWARD OF WORK

Procedure for the award of work shall be as follows;

- All the Technical Bids so received shall be evaluated by CDA and the financial bids of only technically qualified bidder will be opened for evaluation.
- The successful bidder will be selected based on the highest annual licence fee over Reserve Price offered to CDA by the technically qualified bidders.
- CDA will communicate the successful bidder through a Letter of Award (LoA) along with the draft Contract agreement.

15. RIGHT TO ACCEPT OR REJECT

CDA reserves the right, without any obligation or liability, to annul to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any or the term and condition at any time, without assigning any reason whatsoever.

16. SUBMISSION OF BIDS

The Proposal must be inserted in sealed envelopes. The applicant's name and address in the left hand corner of the envelope and super scribed in EXPRESSION OF INTEREST FOR "Development of Kalyan Mandap at Sector-9, Cuttack" along with

allied facilities on “Annual Licence Basis”. The sealed envelope shall contain two separate sealed envelopes containing Technical Proposal (**Envelope-1**) and Financial Proposal (**Envelope-2**).

a. Technical Bid (Envelope-1)

The ‘ORIGINAL’ proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. The person or persons who sign the Proposals must initiate any such corrections.

All pages of the ‘ORIGINAL’ Proposal shall be signed by the eligible Authority.

i. Envelope A (Technical Bid)

The EoI should be submitted in ORIGINAL in a sealed envelope contain all the details mentioned below;

- ✓ Project proposal including Conceptual plan of the project, cost estimate as per schedule of Rate, Odisha and market rate for non schedule items, Operational & Maintenance Plan, approach and methodology, time schedule for construction (Bar Chart).
- ✓ Covering letter as per **Annexure-A**
- ✓ Details of applicant as per **Annexure-B**
- ✓ Project data sheet as per **Annexure-C**

ii. Envelope-B (Cost of Document)

Cost of bid document in the form of Demand Draft of Rs. 11,800/- (Rupees Eleven Thousand eight hundred) (Non Refundable).

iii. Envelope- C (Bid Security)

Bid security in the form of Demand draft of Rs. 2,00,000.00 (Two lakhs only).

The bid security of the successful bidder shall be returned upon submission of the Performance Security by the developer. The bid security of the unsuccessful bidders shall be returned within 30 days from opening of financial bid or from the execution of the agreement with the successful bidder whichever is earlier.

The bid security will stand forfeited if:

- (a) Bids are withdrawn within the validity period;
- (b) Preferred Bidder fails to sign the Agreement;

- (c) Preferred Bidder fails to provide Performance Security within the stipulated time period;

The above Envelopes (Envelope-A, Envelope-B, Envelope-C) put together by eligible bidder in one single outer envelope (**Envelope-1**). It shall be sealed and should be clearly labelled as **EXPRESSION OF INTEREST FOR “Development of Kalyan Mandap at Sector 9 along with allied facilities on Annual Licence Basis”**. Also the envelope must be clearly marked **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL COMMITTEE”** and should be delivered by speed-post/courier, not later than 15:00 hrs. on Dt.29/07/2022 at the following address;

To,
The Vice-Chairman
Cuttack Development Authority
Arunodaya Bhawan, Link Road, Cuttack-12
Odisha

Completed proposal must be delivered on or before the Bid Due Date and time.

b. Financial Bid (Envelope-2)

The financial proposal shall be as per **Annexure-D** and shall be submitted in a separate envelope (**Envelope-2**). The payment schedule in brief shall be submitted along with the financial bid.

c. Performance Security

The Selected developer would be required to submit a Performance Security of an amount equivalent to 50% of the quoted annual licence fee for 1st year, in the form of a Bank guarantee/fixed deposit pledged in favour of **“Finance Member, Cuttack Development Authority (CDA), Cuttack”**, payable at Cuttack from a nationalized bank, on or before signing of the agreement. The Bank guarantee/fixed deposit pledged, is to be renewed before its expiry, on a timely manner to cover the entire licence period. The said Performance Security shall be refunded without any interest, upon expiry of the agreement between CDA & the selected developer after successful handover of the project to CDA as per the terms of this agreement.

** Non-renewal of the Performance security shall be considered as a default by the developer, which may lead to termination of the contract.*

17. PROPOSAL VALIDITY:

The Proposal is valid for a period of 180 days from the Proposal Due Date.

18. LANGUAGE OF APPLICATION

The language of the Application as well as the supporting documents shall be in English.

19. SIGNING OF AGREEMENT:

The selected bidder needs to submit the acceptance of the LoA within 7 days of its issuance. Further the selected bidder will have to execute a contract agreement with CDA within 30 days of acceptance of the LoA.

Covering Letter

(On the Letterhead of the applicant)

To,
The Vice-Chairman
Cuttack Development Authority
Arunodaya Bhawan, Link Road
Cuttack-12, Odisha

Date: _____

Ref: Expression of Interest (EoI) Development of Kalyan Mandap along with allied facilities on "Annual Licence Basis" at Sector-9, Cuttack

Being duly authorised to represent and act on behalf of (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (*Name of Applicant*) for the captioned Project with the details as per the requirements of the EoI, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the last date of submission of proposal.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms and conditions of the Expression of Interest.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,
For and on behalf of (*Name of Applicant*)

**Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)**

Details of Applicant

(On the Letter Head of the Applicant)

(a) Name of the Individual/ firm/company :

(b) Name of the contact person :

(c) Designation :

(d) Company/Firm :

(e) Address :

(f) Telephone number :

(g) E-mail address :

(h) Fax number :

(i) Mobile number:

(j) Aadhar/ PAN Card Details:

(k) Turnover:

Sl No.	Financial Year	Amount in INR
1	2020-21	Rs. _____/-
2	2019-20	Rs. _____/-
3	2018-19	Rs. _____/-

Duly signed by the Authorised Signatory of the Applicant (Name, Title and Address of the Authorised Signatory)

(Signed and sealed by a Chartered Accountant) Membership No. _____

Date: _____

Format for Project Data Sheet

Sl. No.	Parameters	Remarks
1	Project Title	
2	Project Description (Residential/Commercial)	
3	Location	
4	Name of Client	
5	Total Project Cost (In Indian Rupees)	
6	Total Built-up area in Sq.ft.	
7	Period of Services rendered by the Applicant (Start date and End date)	
8	Present Status of the Project (Completed/ongoing)	
9	Other Information relating to Project	
10	Copy of work orders	
11	Completion certificate issued by the client	

Note: The work order along with the completion certificates shall be attached for every project. Experience of only completed construction projects shall be considered for evaluation.

Duly signed by the Authorised Signatory of the Applicant (Name, Title and Address of the Authorised Signatory)

FINANCIAL PROPOSAL

To,
The Vice-Chairman,
Cuttack Development Authority
Arunodaya Bhawan, Link road,
Cuttack-12

Sub: Financial Proposal for “Development of Kalyan Mandap along with allied facilities on Annual Licence Basis” at Sector-9, Cuttack

We, the undersigned, offer to develop the projects on Annual Licence Basis for a period of 30 years, in accordance with your advertisement. Our total financial quote is as given below,

Name of the Project	Financial Quote
“Development of Kalyan Mandap along with allied facilities on Annual Licence Basis” at Sector-9, Cuttack	Rs. _____/- (Rupees _____ Only) <i>(Both in Words and Figures, exclusive of applicable taxes and any other Govt. charges i.e. ground rent/cess etc.) as Licence fee per year for 1st year to CDA and subsequent escalation of 20% every three years.</i>

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 180 days from the last date of submission of proposal.

Yours faithfully,

For and on behalf of *(Name of Applicant)*

Duly signed by the Authorised Signatory of the Applicant (Name, Title and Address of the Authorised Signatory)

DRAFT ANNUAL LICENCE AGREEMENT

This Annual Licence Basis Agreement made on this Dt. ___/___/2022

BETWEEN

Cuttack Development Authority, a statutory body constituted under Orissa Development Authority Act,1982 having perpetual succession and common seal represented by the Vice-Chairman, having office at Arunodaya Bhawan, Link Road, Cuttack-12, party of the FIRST PART, hereinafter called the CDA (which term shall mean and include unless excluded by or repugnant to the context its successors in office and assigns)

AND

-----, Party of the SECOND PART, hereinafter called the DEVELOPER (which term shall mean and include unless excluded by or repugnant to the context its successor or successors in office and assigns)

WHEREAS the land parcel in Sector-9 having CDA plot no. 7HC/1396 measuring 25,013 sq.ft. area have been leased out to CDA as permissive possession land.

WHEREAS the AUTHORITY decided to develop the said plot by way of construction of Kalyan Mandap along with allied facilities on Lease and Licence basis through the developers having expertise and financial soundness and in consonance with the said decision, the Authority invited offers from different Developers through notice published in newspapers during _____.

WHEREAS _____ having learnt the notice published in the newspaper offered his proposal on Dt._____/_____/2022 in the office of the Authority.

WHEREAS the Proposal of _____ after being received by the Authority was thoroughly considered and was accepted by the Authority in its _____ meeting held on Dt. ___/___/2022 for the Development Kalyan Mandap along with allied facilities on Lease and Licence basis, on the said plot, and the agreement is being signed.

NOW THIS INDENTURE WITNESSTH that the parties hereto have agreed to the following terms and conditions.

- 1) The Authority here by allows and permits the Developer to construct Kalyan Mandap and other facilities as per the approved plan on the said plot, as the plan to be sanctioned

for which necessary application shall be made by the Developer to the authorities concerned and cost involved for preparing such plans shall be borne by the Developer.

- 2) In these presents unless there is something in subject or context contrary or repugnant to or inconsistent therewith.

2.1. AUTHORITY shall mean the CDA and its successor or successors in office;

2.2. DEVELOPER shall mean the said Developer mentioned herein before and its successor and successors in office assign;

2.3. The said PLOT shall mean the said pieces and parcels of land collectively more fully and particularly described in the LAND SCHEDULE hereunder written;

2.4. THE KALYAN MANDAP AND OTHER FACILITIES shall mean the Kalyan Mandap and other facilities to be constructed, erected and completed on the said plot;

2.5. ARCHITECT shall mean any person or company whom the Developer may appoint from time to time as the Architect of the Kalyan Mandap and other facilities in terms of these presents;

2.6. The Plan shall mean the plan or plans, elevation, design, drawings and specifications of the Kalyan Mandap as shall be prepared by the Developer and sanctioned by the Authority including any modification or variation there on which may be made from time to time under the approval of Authority;

2.7. ANNUAL LICENCE FEE shall mean the fees agreed to be paid to CDA by the Developer for commercial exploration of the said Kalyan Mandap.

- 3) This agreement shall be deemed to have commenced with effect from the date of execution of these presents and with the commencement of the right of the Developer to start construction and continue till expiry of term of licence for a period of 32 years (*including construction period of 1 year & deferred period of 1 year*).

- 4) The Developer will explore the viability of Kalyan Mandap and in return will pay CDA annual licence fee. The licence fee will not be charged for a period of 1 year from the date of execution of agreement. The licence fee will be enhanced @ 20% every three years. Immediately after execution of the agreement by the Authority, possession of the said plot shall be handed over to the Developer for construction of Kalyan Mandap and allied facilities.

- 5) The Developer shall be solely responsible for investment of funds required for completing the construction of Kalyan Mandap and allied facilities along with development of compound wall, parking, landscaping of the site and lighting etc. within the period of 1 year from approval of plan.

The Developer expressly agrees and undertakes that the Developer shall himself arrange for financing and/ or meeting all financing requirements through suitable debt, equity or any other acceptable financial mode.

In case the Developer fails to complete the project within the stipulated time period, the Authority shall be entitled to revoke the agreement and resume possession of the site along with the development without payment of any compensation and forfeit the Performance security, The Authority shall also not be liable for any obligations of the Developer in the event.

Authority will not provide any infrastructure beyond those available at site.

Inconsideration of the Authority having agreed to permit the Developer to undertake the Development of the said plot in the manner here in after stated the Developer has agreed;

- i. To start construction of the project within one month from the date of signing of the agreement and/or approval of plan from the Authority and will report progress of construction to the Authority on every quarter.
- ii. To pay the annual licence fee on or before the schedule date.
- iii. To cause the map or plan to be prepared, made ready submitted and sanctioned by the Authority, for the purpose of construction of Kalyan Mandap and other facilities on the said plot for which the Authority shall render all necessary assistance to the Developer. Such plan or plans shall be prepared by a qualified Architect at Developers cost. The Developer should take approval of plan or plans from the Development Authority within 30 days, any delay in the approval of plan shall be added in the construction period, if the delay is attributed due to CDA. The plan or plans or any modification on the original concept plan, shall be made with prior approval of the Authority.
- iv. To sign and apply for obtaining permission, approval or sanction as may be necessary or to be required for the purpose of construction of Kalyan Mandap and other facilities on the said plot.
- v. To deposit the Performance security deposit amounting Rs. _____/- (equivalent to 50% of annual licence fee for 1st year quoted by the Developer in his original offer)

- vi. It will be obligatory on the part of the Developer to make payment of the licence fee (on quarterly basis as advance) on or before the date indicated in the agreement. In the event of default, the licence of the said plot will be liable to be cancelled. However, extension of 1 (one) quarter is the maximum may be granted under special circumstances at the option of the Authority on payment of interest for defaulting period @10% per annum on defaulted amount, calculated on day basis. Licence of the said plot will be cancelled without making any further reference to the Developer if the payment is not received within the extended period and the Authority will resume possession and take over the development at the site without payment of cost.
- vii. The Developer shall not be entitled to create charge or mortgage/ Sublease/ transfer the rights of land to any person, private parties or financial institutions, companies etc.
- viii. The Developer shall use the project exclusively for the purpose of Kalyan Mandap and other facilities and shall not use the same for any other activities, which are not compatible to the purpose of the project and detrimental to the Authority or public in general.

In case of any violation of the term of licence of the Developer, the Authority shall be entitled to revoke the agreement, resume possession of the site along with the development without payment of any compensation, and forfeit the security deposit.

- ix. The Developer will hand over the project to the Authority after expiry of 30 years of licence term, free of cost and on "as is where is basis" and in that event the Developer will not be entitled to any compensation whatsoever.

The period of licence may be extended for further period at the sole discretion of the Authority subject to satisfactory progress, operation and completion of the project by the Developer on mutual agreed terms & conditions.

- x. The Developer shall construct and maintain the project in good condition and if the Developer quits the project during the period of construction and at any time during the period of licence, in that case the Authority shall forfeit the Performance Security, terminate the licence and take over the land along with the development if any without payment of any cost.
- xi. The Developer is liable to pay ground rent and bear charges on account of any tax, electricity and water charges and all other rates, taxes and outgoing payable in respect of said plot to CDA as well as other agencies from the date of taking over possession of the plot.

xii. The Selected developer would be required to submit a Performance Security of an amount equivalent to 50% of the quoted annual licence fee in the form of a Bank guarantee/ fixed deposit pledged in favour of Finance Member, Cuttack Development Authority (CDA), Cuttack, payable at Cuttack from a nationalized bank, on or before signing of the agreement. The Bank guarantee/fixed deposit pledged in favour of Finance Member, Cuttack Development Authority (CDA), Cuttack to be renewed on a timely manner to cover the entire licence period. The said Performance Security shall be refunded upon expiry of the licence term of the agreement between CDA & the selected developer and after successful handover of the project to CDA as per the terms of this agreement without any interest. The same shall be forfeited in case the Developer fails to execute or quit the project after execution of the agreement or violates any terms of this agreement.

** Non-renewal of the Performance security shall be considered as a default by the developer.*

- xiii. The agreement shall be forfeited in case of default in renewal of bank guarantee, the Authority will take over the development at the site without payment of cost.
- xiv. The parties hereto shall not be considered to be liable for any obligation here under to the extent that the performance of the relative obligation is prevented by the existence of the force major and shall be suspended from the obligation during the duration of the force major which shall mean flood, earthquake, riot, war, storm, tempest, civil commission, strikes and or any other act or commission beyond the control of the parties hereto.
- xv. All disputes and difference between the parties hereto regarding the implementation of the Annual Licence Basis of Kalyan Mandap and other facilities or interpretation of any of the terms and conditions herein contained or touching these present and determination of any liability shall be resolved by the Vice-Chairman, CDA or Civil court of Cuttack.
- xvi. Courts at Cuttack shall have exclusively jurisdiction to entertain and try all actions and suits and proceedings out of these presents.
- xvii. The Developer shall be responsible for structural safety of the building and maintenance of the project.

IN WITNESS WHEREOF the parties hereby executed these agents on the day, month and year first above written.

On behalf of Cuttack Development Authority (CDA) On behalf of Selected Developer

Duly signed by the Authorised Signatory of CDA
(Name, Title and Address of the Authorised Signatory)

Witness;

- 1.
- 2.

Duly signed by the Authorised Signatory of
Developer
(Name, Title and Address of the Authorised Signatory)

Witness;

- 1.
- 2.

SCHEDULE A

Site & Location Details

Sector-9

