

**E-Auction of Two Plots at Sector 10 & 11 in Bidanasi Project Area,
Cuttack on “as-is-where-is-basis” for the development of Kalyan
Mandap.**

BROCHURE

(Brochure No.SCHEME-1/2022)



Applications are invited on online mode for selection through e-auction

Starts on: 24/ 11/2022

Close on: 31/ 12 /2022

Online auction on: 16/01/2023

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

1. INTRODUCTION

Demand for Kalyan Mandap space is increasing day by day in the fast-growing city of Bidanasi and in Cuttack. To meet the increasing demand and to fulfill the aspiration of the people who wish to have different types of social functions in Cuttack city and in the sector area, CDA is taking a drive to allot developed plots in the prime location at Sector-10 & Sector-11 on an "As-is-where-is basis" through e-auction for developing Kalyan Mandaps.

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

2. PLOT DETAILS

2.1 The scheme offers to dispose of a total of 2 nos. developed leasehold plots in all the above-captioned sectors/locations through e-auction.

2.2 Development on the plot shall be only for **Kalyan Mandap's** purpose regulated as per prevailing CDA Planning and Building Standard Regulations, in force at the time of allotment.

2.3 The details of the plot of land as detailed below:

Details of Land:

Sl. No.	Plot No.	Sector	Area in sft..	Mode of allotment	Permissible development
1	10-PU-516	Sector-10	17,900	Leasehold Basis	Kalyan Mandap
2	11-3KM/1116	Sector-11	11,310	Leasehold Basis	Kalyan Mandap

3. ELIGIBILITY

3.1 The applicant must be a Government Agency or PSU or Co-operative society / Trust or Individual, duly registered under the relevant Act or LLP / Company / Partnership Firm / Proprietorship / Individual or a Society having a valid trade license issued by the concerned urban local body and having valid GST registration number. Applicants (other than the owner of proprietorship / Individual) shall have to furnish the power of attorney for the authorised signatory as per the prescribed format (along with the board resolutions).

- 3.2 Any allotment made on the basis of false/fabricated, information and /or suppression of fact(s) shall be canceled on forfeiture of the total payment of consideration received by the CDA and consequential repossession of the allotted plot and/or construction if any made over the plot. In addition, the applicant/allottee shall be liable for criminal prosecution for filing false affidavit(s) information(s).

4. MANDATORY REQUIREMENT

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

5. SUBMISSION OF APPLICATION/e-AUCTION Schedule:

- 5.1 The bidders are required to get register online & generate a unique login ID by paying the registration fee in the e-auction portal. At the time of registration, bidders have to provide a valid e-mail id and authorized mobile number for all SMS/OTP communication and keep themselves ready for the e-auction.
- 5.2 The Registration is valid for 1 year from the date of Registration. Registration charges will be **Rs. 1180/-** (Rupees One thousand hundred and eighty only) (Inclusive of GST) and is non-refundable and to be payable through e-payment mode only.
- 5.3 The applicants who had already registered may renew their registration within the stipulated time to participate in the e-auction. Registration charge(s)and e-bid participation charges are to be done/paid through online payment mode only.
- 5.4 EMD to be paid through online/offline mode i.e. through Bank transfer (NEFT/RTGS), from the applicant's own account only in favour of **"EMD Account CDA"** of HDFC Bank Ltd., Link Road Branch bearing account No: **50100528243722** IFSC Code **HDFC0002571**. **EMD received from the account other than the applicant shall not be allowed to participate in the auction.** The applicant shall download the EMD deposit challan from the Registration Portal (www.tenderwizard.com/CDA or www.auctionwizard.in/CDA) and fill up account details and UTR/Remittance No. and upload in the Registration Portal. In case of deposit through offline made the receipt copy of Bank deposit slip containing the applicants' name along with **"EMD Deposit Challan"** has to be uploaded in the Registration Portal.

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

- 5.5 Apart from this the Bidder will have to deposit Earnest Money (EMD) only as per the Payment Schedule given in table mentioned at Point No.7 for participating in the auction. The successful bidder will have to deposit the differential amount of EMD calculated on the basis of 10% of the highest bid minus the deposit of EMD made before the Auction, for issue of provisional allotment letter. The successful bidder will have to submit hard copy of documents uploaded along with balance EMD amount.
- 5.6 The bidder shall also pay a non-refundable “**e-Bid Participation Charge**” of **Rs.25,000/-** (Rupees Twenty-Five Thousand) only non-refundable for each asset and will be valid only for one Auction event of property for participating in e-auction.
- 5.7 No application for withdrawal of bids shall be entertained, 72 hours prior to the scheduled starting of the bid process i.e. the applicant can apply for withdrawal of bids by 11.00 AM of 28.12.2022 only and not after that. In case the applicant withdraws his/her participation in due time, the EMD shall be refunded without any interest after a deduction of Rs. 10,000/- towards the processing fee.
- 5.8 **A Pre-bid meeting is scheduled on 02.12.2022 at 3.00 pm at conference hall CDA for the applicants for their query.**

6. MODE OF ALLOTMENT (E-Auction)

- 6.1 **Bidding Currency:** The bid will be conducted in Indian Rupees (INR) only.
- 6.2 **Bidding Period/ Period of Bidding:** The period between which the bidder can bid in the e-auction portal for one or more assets.
- 6.3 **Bid Start Price:** The bid will trigger off from this price and is the same as reserve price + (Plus) one incremental value.
- 6.4 **Incremental Value: Incremental Value for this auction is **Rs. 5,00,000/-** (Rupees Five Lakh) only.** The minimum Bid increment shall be available to the Bidders at the start of the auction. The bidder can bid higher than the Highest Bid (H1 Price) at any point of time in the auction by multiples of the minimum Bid increment. The minimum incremental value will be displayed against each property on the bidding screen of all participating bidders. The software will not accept any bid other than the multiple of incremental value.
- 6.5 **H1 Price:** It is the highest value placed in the bid at any point of time during the auction for the property. It will be visible to all the bidders on the screen and the bidders can bid an amount of “H1 price+ (Plus) incremental value or in multiples of incremental value” only.

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

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

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

- b. **Unlimited Auto auction extension:** As indicated above, if the bidder bids within the last 5 minutes of the auction closing time, the Auto Auction extension will continue to extend the Auction time till no bid is received within the last 5 minutes of the auction closing time.

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

- 6.8 **Max multiples of increment value allowed per bid:** Bidder can quote the next H1 price up to current H1 price + (Plus) the maximum allowed multiple of incremental value.

For these auction Max Multiples of increment value allowed is 10 Times of the incremental value.

E.g.: Offset price value = 1000, increment value 100, max multiple of increment allowed = 10 times,

If Current H1 value = 1800, maximum next bid can be = 2800 i.e. 1800 (current H1) + 100(increment value) * 10(max multiple of increment))

Successful Bidder: At the end of the Forward Auction, CDA will decide upon the winner based on the highest bid placed for the property under auction and subsequent acceptance of CDA. The decision of "Vice- Chairman, CDA" will be final & binding on all the bidders.

In the event of one bidder quoting the highest bid for more than one asset and becoming the H1 bidder for two or more assets at the closure of the auction, he will be the successful bidder for only one asset for which he has quoted the higher amount than the other bids. In the rest of the assets, the H2 bidder will be declared the highest bidder. However, if H2 opts not to go ahead with the asset then that specific asset shall be cancelled and the EMD of H2 will not be forfeited.

This process will be followed to ensure that one asset is allotted to one applicant/bidder based on his/her highest bid and multiple allotments will not be made under any circumstances.

7. PAYMENT SCHEDULE:

7.1 Reserve price of plots and EMD against the plots is mentioned below. EMD to be deposited along with application form against each plot as per amount detailed below.

SI. No	Location	Category	Plot No.	Area (In Sqft.)	Reserve price (in Rs.)	EMD i.e., 10% of Reserve Price (in Rs.)
3	Sector 10	Commercial	10-PU-516	17,900	6,26,50,000	62,65,000
4	Sector 11	Commercial	11-3KM/1116	11,310	3,95,85,500	39,58,550

In case of a bidder applies for more than one plot, then the bidder needs to deposit EMD of the plots of the highest reserve price.

Example

Plot No.	EMD (In Rs.)
Plot No. 1	10,00,000
Plot No. 2	15,00,000
Plot No. 3	20,00,000

In the above scenario, the bidder has to submit EMD for plot no 3 and can participate in bidding for all the plots

7.2 Payments to be made as per under mentioned schedule:

Percentage of Payment	Timeline
Balance of differential amount of EMD i.e. 10% of highest bid amount minus EMD already deposited.	Within 15 days of issuance of intimation letter
90% of highest bid amount	Within 90 days of issuance of provisional allotment letter

7.3 If the applicant fails to pay the bid amount within the above stipulated timeline, the allotment shall be cancelled and EMD shall be forfeited, and the asset shall be put for fresh auction. However, the Vice-Chairman of the Authority, shall have the power to relax the conditions of payment schedule by providing extension up to a maximum period of 1 (one) month beyond 90 days of issuance of provisional allotment letter subject to payment of interest @12%per annum on the default amount for the extended period.

7.4 The hard copy of the documents uploaded before auction are to be submitted along with the balance EMD.

7.5 No further extension of time for payment of outstanding dues will be allowed.

❖ **A person depositing respective EMD as per Clause 7.1 shall be allowed to participate in the bidding of the assets.**

❖ **But for participating in the auction, one has to deposit Rs. 25,000/- (Rupees Twenty Five Thousand) only non-refundable for each selected asset as per his application.**

8. HIGHLIGHTS OF e-Auction

8.1 The bidders are required to get register online & generate a unique login ID by paying the registration fee in the e-auction portal. At the time of registration, bidders have to provide a valid e-mail id and authorized mobile number for all SMS /OTP communication and keep themselves ready for the e-auction.

8.2 Any registered/approved bidder can request for participation in the auction through the e-auction portal for one or more category of assets on or before the date and time of application and by depositing the EMD within last date and time.

8.3 Online Forward Auction bidding shall commence at 11.30 hr and continue till 17.00 hr on 16/ 01/ 2023,with auto extension facility as per conditions 6.5 (a) & (b).

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

8.5 Price by one increment or absolute multiples of increment.

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

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

- Opening Bid Price & minimum Incremental Value.
- Leading (highest) Bid in the e-Auction.
- Bidder himself is H1 if he/she bids the highest price

8.8 The bids will be taken as an offer to purchase the property as per terms and conditions attached with the Auction. Bids once made by a Bidder, cannot be cancelled/withdrawn by the Bidder and the Bidder shall be bound by the bid quoted, failing which the Earnest Money and other deposits will be forfeited.

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

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

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

8.12 CDA reserves the right to postpone the date of auction due to technical issues. In such an event, all the applicants/bidder will be intimated by e-mail and this will be advertised in the newspapers.

- 8.13 The highest bidder of each individual unit shall be allotted asset on the basis of their bidding price. An applicant can participate in the auction for all the plots separately, but once he/she is declared the highest bidder only for one plot, He/She will not be eligible for other plots.

AUCTION REQUEST COMPLETION PROCESS OF E-AUCTION PORTAL.

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

9. TRAINING

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

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

Mail Id: eauctionhelpdesk@etenderwizard.com

Contact: Mr. Satamanyu Routray: 9937140591,
Mr. Lokesh/Shreyas: 09686115304

10. MANUALS:

For complete details on e-auction please visit to our auction portal i.e. www.auctionwizard.in/CDA. Auction manual available in the website under Manual.

e-Auction helpdesk:- (please call during office hours only on the above/under mentioned captioned numbers)

CDA Office: 0671-2312299

Mr. Satamanyu Routray: 9937140591

11. REFUND/CANCELLATION

11.1 In case the successful bidder fails to pay the bid amount within the stipulated timeline, the EMD amount deposited by him/her will be forfeited and allotment of plot shall be cancelled.

11.2 The EMD amount of all unsuccessful applicants will be refunded to the account of the applicant by RTGS in the account number mentioned in the application form.

12. DELIVERY OF POSSESSION

CDA will deliver the possession of the plot on as-is-where-is basis to the allottees within **One month** from the date of final allotment or as will be intimated after full payment of the highest bid amount, all statutory dues and taxes.

13. EXECUTION OF LEASE DEED

On payment of the required dues, the allottee shall execute the lease deed in the prescribed format available in the CDA Office and get the same registered in duplicate in the office of the DSR, Cuttack at his/her own cost.

14. OWNERSHIP

The allottee become the leaseholder consequent upon execution of lease deed and taking over possession. He/ She shall be entitled to heritable and transferable rights over the entire property. Transfer of leasehold rights can be permitted only after expiry of 2(two) years from the date of taking over possession of the plot or as per the norms prevailing at that time. The transfer of plot will be considered on payment of all dues and required Consent Fees and other dues as per existing rules and guidelines and rules to be in force.

15. Conditions of Allotment

- a. The allotment shall be on long term lease basis.
- b. The allottee shall not by any means or in any way whatsoever bequeath, mortgage, charge, transfer, assign, sublet or part with possession of his holding or any portion thereof to any person without first obtaining the written permission of the Authority.
- c. In case the allottee fails to pay the dues in time the allotment shall be liable for cancellation.
- d. In case of any dispute or doubt as to the interpretations of any clause or terms of the brochure, the decision of the authority shall be final and binding on the applicants/allottees.
- e. The responsibility of making payment in time on or before the due date will be that of the allottee, CDA will not be duty bound to issue any notice for making payments. The allottee will furnish the copy of deposit challans/UTR/receipts in support of payment made towards the balance EMD for reference.
- f. The allottee shall utilise the space specifically for development of **Kalyan Mandap** (as permissible under Zoning Regulation of the CDA (Planning & Building Standard) Regulation, ODA (Planning & Building Standard) Rules- 2020, other Govt. & the CDA circulars) over the plot of land allotted to him/her within Two (2) years (or any extended construction period if any allowed by the CDA) of final allotment. In case of failure to construct the building within the stipulated period, allotment will be cancelled and the possession of the plot would be taken over by the Authority. In that eventuality the total amount paid by allottee would be refunded to him/her without any interest.
- g. The Authority reserves the right to reject any application without assigning any reason thereof.
- h. CDA also reserves the right to alter or modify the lay-out plan, the size and shape of the assets due to exigencies arising out of site conditions and other contingencies or due to force majeure.

- i. The project construction period can be extended by a period of additional One (1) year on the following terms
 - i. For an initial extension of Six (6) months upon payment of Delay Liquidated Damages @ 1% of the total quoted amount per annum to the CDA
 - ii. Subsequent extension of Six (6) months, up on payment of Delay Liquidated Damages @ 2% of the total quoted amount per annum to the CDA.
- j. Without completion of construction and obtaining of occupancies certificate (including other approval as per applicable by-laws), the allottee shall not transfer / sale / lease the developed built-up area / space / project facility within the project to any third party.
- k. In the event the construction of the Kalyan Mandap is not completed within the extended time period, the lease deed shall stand cancelled at the cost and risk of the purchaser.
- l. The construction of project shall be as per the approved plan by Competent Statutory Authority(s).
- m. The allottee shall be allowed to transfer / sale / rent / sub-lease / sale the developed built-up area/ units over the plot of land.
- n. The allottee shall be responsible for obtaining water supply and/or electricity connection from the concerned Department at his/her own cost and also pay holding tax/ground rent and any other dues to the concerned authorities.

16. INTERPRETATION

- In case of any dispute relating to the terms and conditions of the bid or any other matter relating to the auction or the allotment, the decisions of the Vice-Chairman, CDA shall be final and binding to the bidder/applicant.
- CDA reserves its right to cancel whole or part of the auction process at any stage of the auction and thereafter, alter/modify the auction process and/or defer the date of auction, without assigning any reason and without cost and risk of CDA.

17. JURISDICTION OF COURT

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

18. ADDRESS FOR CORRESPONDENCE

All postal correspondences shall be made to the Secretary, Cuttack Development Authority, Arunodaya Bhawan, Link Road, Cuttack-753012,

For further information, visit our website: <http://www.cdacuttack.nic.in/>

Planning Member - 9437107255, Scheme officer - 8249964517



CUTTACK DEVELOPMENT AUTHORITY

Application Form

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

Advertisement No. and Date

Location & Plot No:

Sr. No.	Description	Particulars
1.	Name of the Firm	
	Age- Individual	
2.	Status (Legal entity)	
3.	Address with pin code	
4.	Authorised Signatory Name	
5.	Contact No.	
6.	Fax No.	
7.	Mobile No.	
8.	Email Id.	
9.	Year of incorporation/Date of Birth (For Individuals) (Certificate of Incorporation / Registration to be furnished)	
10.	Details of PAN (Copy of PAN Card to be furnished)	
11.	Details of GST Registration No. (Copy of GST Registration number to be furnished)	
12.	Contact Person (Name & Address)	
13.	Contact Person Mobile/ Telephone No. with Email ID	
14.	Any Other relevant information	

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

Date:

Place:

Full Signature of the Applicant/ Authorised Signatory



CUTTACK DEVELOPMENT AUTHORITY

Bank Account Details for EMD Refund

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

Advertisement No and Date:

Name of the Asset/unit:

1. Name as in the bank record
(Individual/Firm/Company)

2. Account number:

3. Name of the Bank:

4. Name of the Branch:

5. IFSC Code:

6. MICR Number:

7. Contact Details:

Date:

Full signature of

The authorized signatory

FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY
(On Requisite Stamp Paper)

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

WHEREAS in response to the condition of _____ for “[Name of the Project]” (“Project”), the _____ Company/ Partnership firm/ Proprietorship is submitting its application for the Project issued by the CDA and is desirous of appointing an attorney for the purpose thereof.

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

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

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

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

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

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