VOLUME 23

Panchayats, Urban Planning & Land Records

Grama Panchayats Act & Rules · ODA planning rules · RERA · town planning · DILRMP · NH land acquisition

23

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About this volume

This volume brings together the Acts and the Government of Odisha orders, circulars, notifications and resolutions on Grama Panchayats, urban planning and building standards, real estate regulation, land records modernisation and highway land acquisition that are published on odisharevenuelaws.com. Each document is reproduced as issued, in its original form. Use the Contents page or the PDF bookmarks to jump to any document. Page numbers at the foot of each page run continuously through the volume. This is a compilation for ready reference only; for official purposes, please rely on the notified text and the latest orders of the Government.

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The Odisha Gazette
EXTRAORDINARY
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*THE ORISSA GRAMA PANCHAYATS ACT, 1964

An Act to consolidate and amend the Law relating to Grama Panchayats in the State of Orissa

Be it enacted by the Legislature of the State of Orissa in the fifteenth Year of the Republic of India as follows :

STATEMENT OF OBJECTS AND REASONS

The Orissa Grama Panchayats Act had been enacted in the year 1948. With the implementation of the provisions of the Act, changes were considered necessary from time to time and accordingly several amendments have been made in the meantime. During the year 1957, Government appointed a Committee to look into the working of Grama Panchayats all over the State and to advise, among other matters, if it was necessary to provide any changes and safeguards in the Act and in the tightening of control for the better working of these institutions. The Committee was also required to suggest the methods by which and the directions in which the Act and the rules made thereunder should be improved and the administrative control strengthened to achieve better results. The Committee has submitted its report which has been taken into consideration. During January, 1961, Panchayat Raj was introduced all over the State and under this system the three tiers of the system, namely, Parishads, Samitis and Grama Panchayats have to work in close collaboration with each other. Keeping the recommendations of the Grama Panchayats Enquiry Committee, the changes brought about by the introduction of Panchayats Raj and also the various administrative difficulties experienced in the working of Grama Panchayats in the State in view, it has been found necessary to consolidate and re-enact the law relating to Grama Panchayats in the State. The Bill seeks to achieve this objective.

*. *Published vide Orissa Gazette Ext./22.1.1965-O.A. No. 1 of 1965. For Statement of Objects and Reasons see Orissa Gazette Ext. No. 488/ 9.9.1962 and for Report of the Select Committee see Orissa Gazette Ext. No. 538/27.3.1964.*

STATEMENT OF OBJECTS AND REASONS

The Orissa Grama Panchayats Act, 1964 was amended in the year, 1994 and its provisions were brought in the tune of the Constitutions (73th Amendment) Act, 1992. Prior to the Orissa Zilla Parishad Act, 1991 was amended in the year 1993 to bring its provisions in conformity with the aforesaid constitutional amendments. Thereafter two sets of Rules namely, the Orissa Zilla Parishad (Delimitation and Reservation of Constituencies) Rules, 1994 and the Orissa Zilla Parishad Election Rules, 1994 were framed by the State Government which prescribed the manner of determining a Parishad Constituency, Reservation of such Constituencies for the members of Scheduled Caste, Scheduled Tribe and women and manner of holding elections to the Parishad. The aforesaid two rules were challenged before the Hon'ble Orissa High Court in a number of writ Petitions when the election to Zilla Parishads was announced by Government on 17.10.1994. The Hon'ble Orissa High Court in their common judgment dated 21.12.1994 have held that some provisions of both the Orissa Zilla Parishad Election Rules, 1994 and the Orissa Zilla Parishad (Delimitation and Reservation of Constituencies) Rules, 1994 suffer from the vice of excessive delegation and these rules cannot be regarded as law within the meaning of Article 243-C and Article 243-K of the Constitution in as much as they are not framed by the State Legislature. On the other hand these rules have been framed by Government in exercise of powers under Sec. 51 of the Orissa Zilla Parishad Act. The Hon'ble High Court have observed that those rules are not based on any declared legislative policy and are inadequate to ensure a fair election. Para 27 of the judgment (OJC No. 6833/1994) is reproduced below :

"27. In the conclusion; we have no hesitation to hold that the Delimitation Rules and the Election Rules are based on no declared legislative policy and also suffer from vice of excessive delegation. These rules are also efficient to ensure a fair election as the Constitution contemplates of a free and fair election and requires the State Legislature to make law to achieve the said object. The State Legislature should take steps in that behalf to make law as required under Article 243-C and Article 243-K of the Constitution taking care all the matters specifically dealt within this judgment."

Keeping in view the aforesaid observation of the Hon'ble High Court, the identical provisions in the Orissa Grama Panchayats Act, 1964 requires suitable amendments.

Besides, there is no provision in the Act for reservation of seats in favour of Backward Class of Citizens in a Grama Panchayat. In order to meet the ends of social justice and upliftment of such Citizens, it is necessary that they should be adequately represented in the Grama Panchayats. Accordingly twenty-seven per cent of seats has been proposed to be reserved in favour of Backward Class of Citizens in a Grama Panchayat.

In the aforesaid premises it is necessary to amend the Orissa Grama Panchayat Act, 1964.

The Bill seeks to achieve the above objects.

CHAPTER - I

PRELIMINARY

1. Short title, extent, [1][commencement and application] :– (1) This Act may be called the Orissa Grama Panchayats Act, 1964.

(2) It shall extend to the whole of the State of Orissa :

Provided that it shall not apply to any area which has been or may be constituted hereinafter as a Municipality [1][* * *] under the provisions of the Orissa Municipal Act, 1950 (Orissa Act 23 of 1950);

Provided further that when any local area is excluded from a Municipality [1][* * *] under the provisions of the said Municipal Act, the provisions of this Act shall apply to such area.

(3) It shall come into force atonce.

[2][(4) * * *]

2. Definitions :– In this Act, unless the context otherwise requires–

(a) **"Assembly Constituency"** shall have the same meaning as has been assigned to it in the Representation of the People Act, 1950 (43 of 1950);

[3][(a-1)**"Auditor"** means an Auditor appointed under Clause (a) of Sub-Section (3) of Section 100;]

[4][(b) **"Block"** means a Block notified under Section 15 of the Orissa Panchayat Samiti Act, 1959 (Orissa Act 7 of 1960);]

(c) **"Building"** includes a hut, shed, house, shop, were-house, workshop or other roofed structure for whatsoever purpose and of whatever material constructed but does not include a tent or other portable or temporary shelter;

(d) **"Collector"** and **"Sub-divisional Officer"** with reference to a Grama Sasan respectively mean the Chief Revenue Officer of the district and the Chief Revenue Officer of the Subdivision in which such Grama Sasan is constituted;

(e) **"Committee"** means any Committee of a Grama Panchayat constituted under this Act and includes a Joint Committee;

[4][(f) **"Director of Grama Panchayats"** means an Officer appointed as such by the State Government and shall include a Deputy Director and an Assistant Director of Grama Panchayat;]

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1. *Substituted vide Orissa Gazette Ext. No. 426/18.4.1994-Notfn. No. 6139-Legis./18.4.1994.*
2. *Omitted by O.A. 15 of 1997 vide Orissa Gazette Ext. No. 1567, Notfn. No. 22433 dt. 22.12.1997.*
3. *Inserted vide Orissa Gazette Ext. No. 502/9.5.1991-Notfn. No. 6657-legis.2.5.1991.*
4. *Substituted ibid.*

[5][(f-1) **"Election Commission"** means the State Election Commission consisting of a State Election Commissioner appointed by the Governor under Article 243-K of the Constitution;

(f-2) **"Finance Commission"** means the Finance Commission constituted by the Governor under Article 243-K of the Constitution;]

(g) **"Grama"** means a Grama constituted under Section 3;

(h) **"Grama Sasan"** means a Grama Sasan established under Section 4;

(i) **"Grama Fund"** means a local fund constituted under Section 93;

[1][(i-1) **"Jawahar Rozgar Yojana"** means a scheme sponsored as such by the Central Government for implementation in the State in the prescribed manner;]

(j) **"Grama Panchayat"** means the Executive Committee of the Grama Sasan established under Section 7;

(k) **"Market"** means any place set apart or ordinarily or periodically used for the assembling of persons for the sale or purchase of grains, fruits, vegetables, meat, fish or other perishable articles of food or for the sale or purchase of livestock or poultry or of any agricultural or industrial produce or any raw or manufactured products or any other articles or commodity necessary for the convenience of life;

(l) **"Nuisance"** includes any act, omission, place, animal or thing which causes or is likely to cause injury, danger, annoyance or offence to the sense of sight, smell or hearing, or disturbance to rest or sleep, or which is or may be dangerous to life or to rest or sleep, or which is or may be dangerous to life or injurious to health or property;

(m) **"Offensive matter"** includes animal carcasses, kitchen or stable refuse, night-soil, dung, dirt or putrid or putrefying substances other than sewage;

(n) **"Owner"** in respect of any property includes a person who, for the time being is receiving or is entitled to receive, whether on his own account or on behalf of another person as an agent, trustee, guardian, manager or receiver of the rents or profits of the property;

(o) **"Palli Sabha"** means a Palli Sabha constituted under Section 6;

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5. Inserted vide Orissa Gazette Ext. No. 426/18.4.1994-Notfn. No. 6139-Legis./ 18.4.1994.

1. Inserted vide Orissa Gazette Ext. No. 502/9.5.1991-Notfn. No. 6657-Legis./ 12.5.1991.

[1][(o-1) **"Parishad"** in relation to any Grama means the Zilla Parishad constituted under the Orissa Zilla Parishad Act, 1991 and having jurisdiction over the area comprised within the said Grama;]

(p) **"Population"** means population as ascertained in the last preceding Census of which the relevant figures have been published under the relevant law for the time being in force;

(q) **"Prescribed"** means prescribed by rules made by the State Government under this Act;

[1][(q-1) **"Prescribed Authority"** means the authority appointed by the state Government by notification for all or any of the purpose of this Act;]

(r) **"Public Place"** means any place which is open to the use and enjoyment of the Public, whether it is actually used or enjoyed by the Public or not;

(s) **"Public Street"** means any road, street, bridge, lane, square, court, alley or passage which the Public has a right to pass along and includes on either sides the drains or gutters and the land up to the defined boundary of any abutting property, notwithstanding the projection over such land of any verandah or other superstructure;

[2][(t) **"Samiti"** in relation to any Grama means the Panchayat Samiti constituted under the Orissa Panchayat Samiti Act, 1959 (Orissa Act 7 of 1960) and having Jurisdiction over the area comprised within the said Gram;]

[3][(t-1) **"Scheduled Areas"** means the Scheduled Areas as referred to in Clause (1) of Article 244 of the Constitution;]

(u) **"Village"** means any area recorded as a village in the revenue records of the district in which it is situated and in the absence of such records any area as the Collector of the district may from time to time declare to be a village for the purposes of this Act; and

(v) **"Year"** means the financial year.

CHAPTER - II

GRAMA, GRAMA SASAN, GRAMA SABHA AND PALLI SABHA

3. Constitution of Grama :– (1) The State Government may for the purposes of this Act by declaration notified in the *Gazette* constitute any village or group of contiguous villages as a Grama and assign to such Grama, a name which shall be of one of the villages comprised within the Grama.

Explanation :– Village intervened only by forest areas, hills, streams, rivers and such other natural barriers, and lands not forming part of any village may be treated as contiguous villages :

[3][Provided that in the Scheduled Areas, a Grama shall ordinarily consist of a habitation or group of habitations, a hamlet or a group of hamlets comprising a community or communities and managing its affairs in accordance with traditions and customs.]

(2) Wherever the State Government deem it fit so to do they may cancel any notification in respect of a Grama under Sub-Section (1) or may alter the area comprised in a Grama by reducing or adding to the number of villages comprised within such Grama and by declaration notified in the *Gazette* constitute such altered area or areas as a Grama or Gramas, as the case may be, for the purposes of the said Sub-Section.

(3) No Grama shall, so far as may be reasonably practicable, be constituted with a population of less than two thousand and more than ten thousand but in no event shall a village be divided and a part thereof included within a Grama.

NOTES

(i) Secs. 3, 4(3) – Government by notification changing headquarters from one village to another– The development stages and previous writ Petitions and decisions described – The power to constitute a Grama and to assign a name to it is the discretion of Government– The discretion also vests to locate the head-quarter – So long the discretion is exercised bonafidely the Court cannot interfere – But if it is exercised arbitrarily basing on extraneous considerations or has been exercised ignoring relevant materials, the Court can interfere as the same was without application of mind – In the instant case, after examining different materials on record, in file land reports and the reasons assigned, the Hon'ble Court has held that the notification dated 6.11.1993 remains valid and allowed : ***2001 (I) OLR 168.***

(ii) Sections 3, 4 (3), 149-Government's Power to decide and locate Office and headquarters of Grama Sasan in absence of mode or guideline– Scope of – Interference by writ – Court when indicated : ***77 (1994) CLT 671.***

(iii) Section 3, 4 (3), 149-Notification of shifting of headquarters of Grama Sasan Padmapur to Bankeswar in absence of non-application of mind by Govt. – Legality of : 77 (1994) CLT 671.

(iv) Section 3 – Constitution of Grama Panchayat was made giving it a particular name – Then there was political interference by the MLA-Under the influence of MLA, the concerned Minister passed orders for shifting the Grama Panchayat to another village and to assign the name of the latter village even though the Collector has reported that there was no

need of such change-Order passed not on relevant considerations and Public interest and it is on extraneous consideration – Hence, quashed : ***1992 (I) OLR 392 : 73 (1992) CLT 692 : 34 (1992) OJD 32 (Civil).***

(v) Section 3 – Power to constitute a Grama Panchayat for the purpose of assigning a name is discretion of State Government – But that discretionary power has to be exercised on relevant considerations and devoid of any extraneous considerations – If the discretion has been exercised on extraneous considerations or has been exercised ignoring the relevant materials or the power has been colourably exercised, the decision has to be set aside : ***1992 (I) OLR 392 : 73 (1992) CLT 692 : 34 (1992) OJD 32 (Civil).***

(vi) Section 3 and 4 (3) – Construction of – Office and, headquarters to be situated within the limits of the Grama unless ordered by the Government-Grama Panchayat Ghar to be constructed as the headquarters of the Grama Panchayat - Held, the Grama Panchayat Ghar shall be constructed at the village which is the headquarters of the Grama Panchayat and, as such, headquarters be in the name of Grama Panchayat : ***63 (1987) CLT 714.***

4. Constitution and incorporation of Grama Sasan :– (1) For every Grama there shall be a Grama Sasan which shall be composed of all persons registered by virtue of the Representation of the People Act, 1950 (43 of 1950) in so much of the Electoral Roll for any Assembly Constituency for the time being in force as relates to the Grama [1][and unless the Election Commission directs otherwise] of the roll shall be deemed to be the Electoral Roll in respect of the Grama.

(2) The Grama Sasan shall be a body corporate by the name of the Grama to which it relates, having perpetual succession and common seal, with power, subject to the provisions of this Act and the rules made thereunder, to acquire, hold and dispose of property and to contract land may by the said name sue and be sued.

(3) The Office and headquarters of the Grama Sasan shall be situated within the limits of the Grama and unless otherwise ordered by the State Government in the village bearing the name of the Grama.

5. Grama Sabha and its Functions :– (1) There shall be at least two meetings one in February and the other in June every year of the members of the Grama Sasan and such other meetings as may be prescribed.

(2) (a) The quorum for the meetings of the Grama Sasan (hereinafter referred to as 'the Grama Sabha') shall be one-tenth of the members of the Grama Sasan.

(b) In the event of there being no quorum at any Grama Sabha it shall stand adjourned to a future day of which notice shall be given in the

prescribed manner and no quorum shall be necessary for any such adjourned meeting.

[2][(3) The Grama Sasan shall have the Power to–

(a) approve the plans, programmes and projects for social and economic development before such plans, programmes and projects are taken up for implementation by the Grama Panchayat;

(b) identify or select persons as beneficiaries under the poverty alleviation or similar other programmes :

Provided that every Grama Panchayat shall be required to obtain from the Grama Sasan a certification of utilisation of funds by that Panchayat for the plans, programmes and projects referred to in Clauses (a) and (b).

(c) consider and approve the annual budget of the Grama Panchayat including the Supplementary or revised budget.

(d) consider levy of all taxes, rates, rents and fees and enhancement of rates thereof.

(e) organise community service and drawing up and implementation of agricultural production plans.

(f) consider all such matters as may be referred to it by the Grama Panchayat for its decision.

(g) call for such information and date from the Grama Panchayat as it may consider necessary; and

(h) consider such other matters as may be prescribed.]

(4) Subject to the provisions of Sub-Section (1) the meetings of the Grama Sasan shall be convened by such authority, in such manner and at such time and intervals as may be prescribed.

(5) The business of the Gram Sasan at the Grama Sabhas shall be conducted and the record of the proceedings thereof shall be maintained in the prescribed manner.

[1][(6) In the Scheduled Areas, the Grama Sasan shall be competent to safeguard and preserve the tradition and customs of the people, their cultural identity, community resources and customary mode of dispute resolution consistent with the relevant laws in force and in harmony with

basic tenets of the Constitution and human rights.]

6. Palli Sabha and its Function :– (1) For every village within the Grama, there shall be constituted by the State Government a Palli Sabha, provided that where the area comprised within a Ward constituted for the Grama under Section 8 consist of more than one village there shall be only one Palli Sabha for such Ward.

(2) Each Palli Sabha shall consist of all persons registered by virtue of the Representation of the People Act, 1950 in so much of the Electoral Roll for any Assembly Constituency for the time being in force as relates to the area in respect of the Palli Sabha and the said portion of the Roll shall be deemed to the Electoral Roll of the Palli Sabha.

(3) The Palli Sabha shall meet annually in February every year and may also meet at other times in the manner prescribed.

(4) The person representing the Palli Sabha area in the Grama Panchayat or if there be more than one such person, one from the list of all such persons in order of preference to be determined by the Grama Panchayat, shall preside over the meeting of the Palli Sabha and in the absence of all such persons at the meeting at the appointed time, those present at the meeting may elect one from amongst themselves to preside over the meeting.

"(5)(a) The quorum for the meeting of the Palli Sabha shall be one-tenth of the members of the Palli Sabha.

(b) In the event of there being no quorum at any Palli Sabha it shall stand adjourned to a future day for which notice shall be given in the prescribed manner and no quorum shall be necessary for any such adjourned meeting:".

(6) It shall be the duty of the Palli Sabha at its Annual Meeting in February each year to give its recommendations to the Grama Panchayat in respect of the following matters in so far as such matters relate to the Palli Sabha area, namely :

(a) the development works and programme that may be taken up during the ensuing year, and

(b) the Annual Budget estimate submitted by the Grama Panchayat under Sub-Section (1) of Section 98.

(7) Nothing in this Section shall apply in respect of a Grama comprising of one village only.

CHAPTER - III

CONSTITUTION OF GRAMA PANCHAYATS

7. Grama Panchayat to be the executive authority of the Grama Sasan :– There shall be for every Grama Sasan a Grama Panchayat as hereinafter constituted which shall be the executive authority of the Grama Sasan.

8. Constitution and delimitation of Wards :– (1) As soon as may be after the Constitution of a Grama the Collector shall for the purpose of Constitution of the Grama Panchayat determine the number of Wards into which the Grama is to be divided and the extent of each such Ward and shall prepare a statement showing the number of Wards and the extent of each Ward which shall be published by him in the prescribed manner for the prescribed period inviting objections from the persons interested to be filed within the said period :

[1][Provied that –

(i) the determination of the number of such Wards shall be subject to the provisions in Article 243-C of the Constitution; [2][* * *]

(ii) the total number of Wards in any Grama shall not be less than eleven and more than [1][twenty-five; and]

[2][(iii) the population of every Ward shall, as far as practicable, be equal.]

(2) The Collector shall after considering all such objections and making such further inquiry as he may deem necessary cause such alteration as may be necessary to be made in the statement shall finally publish the statement so as altered in the prescribed manner and thereupon the division of the Grama into Wards as shown in the statement shall become final.

(3) In cases where the population of any Grama according to the relevant figures of a Census has exceeded its Population, as recorded in the preceding Census, the Collector may re-delimit the Wards of the Grama and form new Wards wherever necessary and in doing so he shall follow the same procedure as is provided in respect of division of Wards under Sub-Sections (1) and (2).

[3]**[9. Powers of Election Commission and the Electoral Rolls of Wards :–** (1) The superintendence, direction and control of the preparation of Electoral Rolls for and the conduct of, all elections to the Grama Panchayats shall be vested in the Election Commission.

(2) Unless the Election Commission, by order published in the *Gazette* directs otherwise, so much of the Electoral Roll for any Assembly

1. *Inserted vide Orissa Gazette Ext. No. 502/9.5.1991-Notfn. No. 6657-Legis./2.5.1991.*
2. *Substituted Ibid.*
3. *Inserted by O.A. of 1997 vide Orissa Gazette Ext. No. 1567, Notfn. No. 22433 dt. 22.12.1997.*

Constituency for the time being in force as relates to the area comprised within a Ward shall be entered in a register to be maintained for the Ward and such register shall, subject to such revision or updating as may be necessary, be deemed to be the Electoral Roll for the Ward for the purposes of this Act.]

10. Constitution of Grama Panchayat :– (1) Every Grama Panchayat shall be composed of the following members, namely :

(a) a member to be elected by the persons referred to in Sub-Section (1) of Section 4 from amongst themselves who shall be the Sarpanch; and

(b) a member to be elected from each of the Wards by the persons on the Electoral Roll for the Ward from amongst themselves;

[4][(c) * * *]

(2) There shall be a Naib-Sarpanch in respect of every Grama Panchayat to be elected in accordance with the provisions of Section 14.

[5][(3) (a) Seats shall be reserved for the Scheduled Castes and the Scheduled Tribes in every Grama Panchayat and the number of seats so reserved shall bear, as nearly as may be, the same proportion to the total number of seats to be filled by direct election in that Grama Panchayat as the population of the Scheduled Castes in the concerned Grama or of the Scheduled Tribes in that Grama bears to the total population of that Grama and such seats shall be allotted by rotation to different Wards in a Grama Panchayat :

Provided that where the Population of the Scheduled Castes or, as the case may be, the Scheduled Tribes in a Grama is not sufficient for the reservation of any Seat, one seat for the Scheduled Castes or, as the case may be, one seat for the scheduled Tribes shall be reserved in that Grama :

[1][Provided further that in the Scheduled Areas, not less than one-half of the total number of seats to be filled by direct election shall be reserved for the Scheduled Tribes; and]

(b) As nearly as may be, but not less than [4][one-half] of the total number of seats reserved under Clause (a) shall be reserved for women belonging to the Scheduled Castes or, as the case may be, the Scheduled Tribes :

Provided that where only two seats are reserved for the Scheduled Castes or, as the case may be, the Scheduled Tribes, one of the two seats shall be reserved for women belonging to the Scheduled Castes or, as the case may be, the Scheduled Tribes.

[2][(b-1) As nearly as may be, but not less than, twenty-seven per centum of the seats of every Grama Panchayat shall be reserved in favour

of Backward Class of Citizens as referred to in Clause (6) of Article 243-D of the Constitution in the prescribed manner; [2-A][and shall be allotted by rotation to different Wards thereof.]

[2-B][(b-2) As nearly as may be, [4][one-half] of the total number of Seats reserved under Clause (b-1) shall be reserved for women belonging to the Backward Class of Citizens.]

(c) As nearly as may be, but not less than [4][one-half] (including the number of Seats reserved for women belonging to the Scheduled Castes. [2-C][the Scheduled Tribes and the Backward Class of Citizens]) of the total number of Seats to be filled by direct election in every Grama Panchayat shall be reserved for women and such seats shall be allotted by rotation to different Wards in a Grama.]

[3][(4) The procedure regarding reservation of seats for the purposes of Sub-Section (3) shall be as follows :

(a) The Wards in which the density of Population of the Scheduled Castes and the Scheduled Tribes is higher in the Grama shall be reserved by the Collector for the Scheduled Castes and the Scheduled Tribes, respectively and shall rotate in the descending order [3][at every two term of General Election] [1-A][and in case of Backward Class of Citizens such reservation and rotation shall be in the prescribed manner];

(b) The Wards shall be serially numbered in a list in the prescribed manner and the Collector shall reserve the required number of Wards in the Grama for women in the following manner, namely :

(i) in computing [3][one-half] of the total number of Wards, the Wards reserved for women belonging to the Scheduled Castes, [2][the Scheduled Tribes and the Backward Class of Citizens] shall be taken into account;

(ii) reservation of Wards for women belonging to the Scheduled Castes shall be made at the first instance [2][then for the Scheduled Tribes and thereafter for the Backward Class of Citizens];

(iii) out of the Wards left in the list for Candidates other than the Scheduled Castes, [2][the Scheduled Tribes and the Backward Class of Citizens], the ward which appears first and, thereafter, [3][every Second ward] shall be reserved for women, until the required quota is completed;

(iv) as nearly as may be, but not less than [3][one-half] of the Wards reserved for the members of the Scheduled Castes and Scheduled Tribes shall be reserved for women belonging to the Scheduled Castes and the Scheduled Tribes in the manner hereinbe-

1. *Substituted vide Orissa Gazette Ext. No. 1391/12.12.1995-Notfn. No. 19454-Legis./12.12.1995.*
2. *Substituted by O.A. 15 of 1997 vide Orissa Gazette Ext. No. 1567, Notfn. No. 22433 dt. 22.12.1997.*

fore provided; and

(v) the Wards not covered in a General Election for reservation for Women shall be covered in the subsequent General Election of the Grama Panchayat in the same manner as hereinbefore provided.

(c) The Collector shall, by order, after previous Publication in the prescribed manner inviting objections and suggestions from all persons interested within the prescribed period, and after considering all such objections and suggestions, publish a statement, showing the division of the Grama into Wards and the Seats to be reserved therein, in his Office notice board, which shall be final.]

(5) Notwithstanding anything to the contrary in this Section–

(a) the Offices of Sarpanchas in Grama Panchayats shall be reserved for the Scheduled Castes and the Scheduled Tribes and the number of offices so reserved for the Scheduled Castes and the Scheduled Tribes shall bear, as nearly as may be, the same proportion to the total number of such Offices as the population of the Scheduled Castes and the Scheduled Tribes respectively in the Stae bears to the total population of the State; and

[1-A][(b) as nearly as may be, but not less than [2][one-half] of the total number of Offices of Sarpanches reserved under Clause (a) shall be reserved for Women belonging to the Scheduled Castes or as the case may be, the Scheduled Tribes;

(c) as nearly as may be, but not less than, twenty-seven *per centum* of the Offices of Sarpanches in Grama Panchayats shall also be reserved in favour of Backward Class of Citizens as referred to in Clause (6) of Article 243-D of the Constitution and shall be allotted by rotation to different Gramas;

(d) as nearly as may be, but not less than, [2][one-half] of the total number of Offices of Sarpanches reserved under Clause (c) shall be reserved for Women belonging to the Backward Class of Citizens; and

(e) as nearly as may be, but not less than, [2][one-half] (including the number of Offices reserved for women belonging to the Scheduled Castes, the Scheduled Tribes and the Backward Class of Citizens) of the total number of Offices of Sarpanches in Grama Panchayats shall be reserved for Women.]

[1][(6) For the purpose of reservation of Offices of Sarpanchas in Grama Panchayats and subject to the provisions of Sub-Section (5)

(a) the Grama Panchayats in relation to Gramas in which the density of Population of the Scheduled Castes and the Scheduled

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1. Inserted by O.A. 15 of 1997 vide Orissa Gazette Ext. No. 1567, Notfn. No. 22433 dt. 22.12.1997.

Tribes is higher in the Block shall be reserved by the Collector for the Scheduled Castes and the Scheduled Tribes respectively and shall rotate in the descending order [2][at every two term of General Election]; and

(b) after arranging the names of the Gramas within a Block in Oriya alphabetical order, as nearly as may be , but not less than [2][one-half] of the total number of Offices of Sarpanchas in each Block shall be reserved by the Collector for women and, for such reservation, the procedure provided in Clause (b) of Sub-Section (4) shall, as far as may be, apply.]

(7) The reservation of Seats under Clauses (a) and (b) of Sub-Section (3) and the reservation of Offices of Sarpanchas (other than the reservation for Women [1-A][and Backward Class of Citizens]) under Sub-Section (5) shall cease to have effect on the expiration of the period specified in Article 334 of the Constitution.

11. Qualification for membership in the Grama Panchayat :– Notwithstanding anything in Section 10 no member of a Grama Sasan shall be eligible to stand for Election-

(a) as a Sarpanch if he-

(i) is a Candidate for election [***} as a member of the Grama Panchayat in respect of any Ward; or

(ii) [***]

(iii) is a Candidate for election or holds Office as a Sarpanch of any other Grama Panchayat;

(b) as a Sarpanch or Naib-Sarpanch, if he has not attained the age of twenty-one years or is unable to read and write Oriya;

[1][(c) as a member-

(i) for more than one Ward in the Grama or for more than one Grama Panchayat; or

(ii) if he is unable to read and write Oriya; and

(iii) if he has not attained the age of twenty-one years.]

NOTES

Section 11 read with Section 25 and Rule 29 of Orissa Grama Panchayats Election Rules, 1965-If Candidate duly qualified in accordance with Section 11 and not disqualified under any of the clauses of Section 25, nomination paper not to be rejected on account of mere non-mention of any particulars (in cases 'age') in the declaration in Form IV prescribed

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1. *Substituted by Orissa Gazette Ext. No. 426/18.4.1994- Notfn. No. 6139-Legis./18.4.1994.*
2. *Omitted vide Orissa Gazette Ext. No. 1391/12.12.1995-Notfn. No. 19454 Legis./12.12.1995.*

under Rule 29 of O.G.P. Election Rules if Election Officer is satisfied that identity of Candidate is not in doubt.

*Held, the rejection of nomination papers of the Petitioner was completely in violation of the provisions of law and accordingly the order of rejection cannot be sustained-Order of rejection of nomination papers filed by the Petitioner is quashed. The declaration electing the opposite party No. 4 is also quashed-Fresh election is directed, accepting the nomination papers filed by the Petitioner as valid :**1985 (II) OLR 408 : 59 (1985) CLT 348**.*

12. General Election of members of Grama Panchayat :– (1) A General Election of the members of a Grama Panchayat shall be [2][completed] for the purpose of constituting a new Grama Panchayat under Section 7 or on the dissolution or supersession of a Grama Panchayat :

[3][Provided that in the case of dissolution or supersession of a Grama Panchayat, the reconstitution within six months from the date of such dissolution or supersession, as the case may be :

Provided further that it shall not be necessary to reconstitute a Grama Panchayat where Grama Panchayat is dissolved or superseded during the last six months of its term.]

(2) A General Election shall also be held for the purpose of reconstituting a Grama Panchayat [1][before the expiry of its term specified in Sub-Section (2) of Section 17].

[1][(3) & (4) * * *].

13. Nomination on failure of election [2][de-reservation in certain cases] :– [3](1) If for any reason whatsoever the concerned electorate fails to return a Sarpanch, or a Naib-Sarpanch, or any other member a fresh election shall be held for the purpose; and if at such fresh election no person is elected the Sub-Divisional Officer shall nominate a person eligible for election to such Office to be the Sarpanch, Naib-Sarpanch or such other member, as the case may be, who shall on being so nominated be deemed to have been duly elected.

[2][(2) Where the Office of the Sarpanch or the Seat of any member is reserved under Section 10 for any particular category and the Sub-Collector fails to nominate under Sub-Sec. (1) a person to such Office or seat, as the case may be, for non-availability of an eligible person belonging to that category, such Office or Seat shall, on recommendation being made to

1. *Substituted vide Orissa Gazette Ext. No. 1391/12.12.1995. Notfn No. 6139 Legis. 12.12.1995.*
2. *inserted ibid.*
3. *Substituted vide Orissa Gazette Ext. No. 1391/12.12.1995- Notfn. No. 19454 Legis./12.12.1995.*
4. *Omitted vide Orissa Gazette Ext. No. 426/18.04.1994-Notfn. No. 6139 /Legis./ 18.04.1994.*
5. *Substituted ibid.*

that effect by the Sub-Collector, be de-reserved by the Collector after such enquiry as he may deem fit and shall, thereafter, be filled up by fresh election].

14. Election of Naib-Sarpanch :– (1) As soon as may be after the Publication under Section 15 of the names of the members elected at a General Election such members shall at the first meeting of the Grama Panchayat specially convened in that behalf elect in the prescribed manner from among themselves a Naib-Sarpanch :

[4][* * *]

[5][Provided [4][* * *] that in the case of every Grama Panchayat, the Sarpanch elected under Clause (a) of Sub-Section (1) of Section 10 or nominated under Section 13 is not a Woman, the Office of the Naib-Sarpanch in respect of that Grama Panchayat shall be deemed to have been reserved for Women.]

(2) No election of a Naib-Sarpanch shall be made unless a majority of the members of the Grama Panchayat be present at the meeting held under Sub-Section (1).

(3) No election of a Naib-Sarpanch of a Grama Panchayat required to be held under Sub-Section (1) shall be deferred merely on the ground that any member thereof has been prevented by any order of a Court of competent jurisdiction from participating in such election.

(4) The members of a Grama Panchayat shall not be debarred from proceeding with the election of a Naib-Sarpanch merely by reason of there being any Causal Vacancy in the membership of the Grama Panchayat as a result of death, resignation, removal or otherwise.

15. Publication of Result of Election :– Subject to the rules, if any, made in that behalf the names of all persons elected or nominated as Sarpanch, Naib-Sarpanch or any other member of the Grama Panchayat shall, as soon as may be after such election or nomination, be published by the prescribed authority in such manner as may be prescribed :

[1][Provided that if the prescribed authority is satisfied that the majority of members including the Sarpanch of the Grama Panchayat have been duly returned, he shall publish the names of such members, without awaiting for the result of election whether conducted or not of the remaining members.]

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1. Inserted vide O.A.15 of 1997, Orissa Gazette Ext. No. 1567, Notfn. No. 22433 dt. 22.12.1997.

2. Inserted vide Orissa Gazette Est. No. 1391/12.12.1995- Notfn. No. 19454-Legis./12.12.1995.

2-A. Added vide Orissa Gazette Ext. No. 1649 dt. 7.9.2001.

2-B. Inserted ibid.

2-C. Substituted ibid.

3. Substituted ibid.

16. Filling up of Casual Vacancies :– In the case of a Vacancy in the Office of a Sarpanch or Naib-Sarpanch or any other member of a Grama Panchayat occurring otherwise, than by efflux of time or dissolution or supersession of the Grama Panchayat the Sarpanch or Naib-Sarpanch, as the case may be, shall forthwith report the fact to the Sub-Divisional Officer [2][who shall intimate such vacancy to the Election Commission without any delay and shall conduct an election on such date as the Election Commission may direct] to fill up the Vacancy in accordance with the provisions of this Act and the rules made thereunder :

[3][Provided that if such a Vacancy occurs during the last six months of the term of Office of the Grama Panchayat, it shall not be necessary to hold any election to fill up such Vacancy, in which case, the Vacancy shall be left unfilled until the next General Election of the Grama Panchayat.]

CHAPTER - IV

OFFICE OF THE MEMBERS, SARPANCH AND NAIB-SARPANCH

17. Term of Office of members of Grama Panchayat– [4][(1) Any person elected as a Sarpanch or Naib-Sarpanch or any other member of a Grama Panchayat shall be deemed to have entered Office as such Sarpanch or Naib-Sarpanch or such other member, as the case may be, on the date of the first meeting of the Grama Panchayat as referred to in Sub-Section (1) of Section 14 which shall be held within a period not exceeding thirty days from the date of [4][first Publication of names of members] under Section 15 and the term of Office of all such persons shall expire with the term of the Grama Panchayat.

[5][(2) Every Grama Panchayat, unless sooner dissolved or superseded, shall continue for five years from the date appointed for its first meeting referred to in Sub-Section (1) of Section 14 and no longer :

Provided that a Grama Panchayat constituted on the dissolution or supersession of a Grama Panchayat before the expiration of its term shall continue only for the remainder of the period for which the dissolved, or, as the case may be, superseded Grama Panchayat would have continued under this Sub-Section had it not been so dissolved or, as the case may be superseded.

(3) The term of Office of a Sarpanch or any other member elected to fill up a Casual Vacancy shall expire with the expiry of the term of the Grama Panchayat as specified in Sub-Section (2).]

18. Incidents of Office :– (1) The Office of the members of the Grama Panchayat shall be honorary.

[1][(2) The members of the Grama Panchayat including the Sarpanch and Naib-Sarpanch shall be paid such sitting fee for every meeting they

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1-A. Added vide Orissa Gazette Ext. No. 1649 dt. 7.9.2001

2. Substituted vide Orissa Gazette Ext. No. 1649 dt. 07.09.2001.

attend and such travelling and daily allowances [2][as the State Government may, by notification, determine] and all such fees and allowances shall be paid from out of the Grama Fund.]

19. Powers, Duties and Functions of Sarpanch :– (1) Save as otherwise expressly provided by or under this Act, the executive powers of the Grama Panchayat for the purpose of carrying out provisions of this Act, shall be exercised by the Sarpanch, who shall act under the authority of the said Grama Panchayat.

(2) Without prejudice to the generality of the provisions of Sub-Section (1) the Sarpanch shall, save as otherwise provided in this Act, or the rules made thereunder and subject to such general or special orders as may be issued from time to time by the State Government in that behalf–

(a) convene and preside over the meetings of the Grama Panchayat and conduct, regulate and be responsible for the proper maintenance of the records of the proceeding of the said meetings;

(b) execute documents relating to contracts on behalf of the Grama Sasan;

(c) be responsible for the proper custody of all records and documents, all valuable securities and all properties and assets belonging to or vested in or under the direction, management or control of the Grama Sasan;

(d) be responsible for the proper working of the Grama Panchayat as required by or under this Act;

(e) cause to be prepared all statements and reports required by or under this Act;

(f) exercise supervision and control over the acts and proceedings of all Officers and employees of the Grama Panchayat;

(g) be the authority to enter into correspondence on behalf of the Grama Panchayat; and

(h) exercise such other powers, discharge such other duties and perform such other functions as may be conferred or imposed on or assigned to him by or under this Act.

20. Reference by a Sarpanch to the Sub-divisional Officer in certain Cases :– If in the opinion of the Sarpanch any decision of Grama Panchayat–

(a) is subversive of peace and order in the locality; or

(b) results or is likely to result in any manifest injustice or unfairness to an individual or body of individuals or a particular Community; or

(c) is likely to cause obstruction, annoyance or injury to the Public

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1-A. Inserted vide Orissa Gazette Ext. No. 1649 dt. 7.9.2001.

1. Inserted vide Orissa Gazette Ext. No. 1391/12.12.1995- Notfn. No. 19454-Legis./12.12.1995.

or to any Class or body of persons lawfully employed; or

(d) is likely to cause danger to human life, health or safety, or a riot or affray; or

(e) is in contravention of the provisions of this Act, and the rules made thereunder,

he shall refer the matter to the Sub-Divisional Officer and act, according to such directions as the Sub-Divisional Officer may issue in accordance with the provisions of this Act, and the rules made thereunder.

21. Powers and functions of the Naib-Sarpanch :– (1) The Naib-Sarpanch shall exercise such powers, discharge such duties and perform such functions of the Sarpanch as the Sarpanch may from time to time delegate to him in writing and the Sarpanch may in like manner withdraw any or all the powers, duties and functions as so delegated.

(2) When the Office of the Sarpanch falls Vacant the Naib-Sarpanch shall for all the purposes of this Act, exercise the powers, discharge the duties and perform the functions of the Sarpanch until a new Sarpanch is elected or nominated, as the case may be, to fill up the Vacancy.

(3) In the absence of the Sarpanch, the Naib-Sarpanch shall preside over the meetings of the Grama Panchayat and in the absence of both at the meeting any other member of the Grama Panchayat present may be elected to preside over the meeting.

(4) When the Office of the Sarpanch is vacant or the Sarpanch has been continuously absent from the Grama for more than fifteen days or is incapacitated for more than fifteen days and there is either a vacancy in the Office of the Naib-Sarpanch or the Naib-Sarpanch has been continuously absent from the Grama for more than fifteen days or is incapacitated for more than fifteen days, the powers and functions of the Sarpanch shall devolve on a member of the Grama Panchayat from out of a panel of three such members in order of priority elected in the prescribed manner by the Grama Panchayat at in that behalf, who shall be the officiating Sarpanch and shall exercise the powers and perform the functions of the Sarpanch subject to such restrictions and conditions, if any, as may be prescribed until a Sarpanch or Naib-Sarpanch assumes Office, on being duly elected or, as the case may be, takes charge of his Office :

Provided that in the absence of any such panel or in the case of non-availability of the members on such panel the Sub-Divisional Officer may nominate one of the members of the Grama Panchayat to officiate as the Sarpanch and to exercise the powers and perform the functions of the Sarpanch in accordance with the provisions of this Sub-Section.

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1. *Substituted vide Orissa Gazette Ext. No. 426/18.04.1994- Notfn. No. 6139-Legis./18.04.1994.*
2. *Substituted vide Orissa Gazette Ext. No. 426/18.04.1994- Notfn. No. 6139-Legis./18.04.1994.*
3. *Inserted vide Orissa Gazette Ext. No. 502/09.05.1991-Notfn. No. 6657-Legis./2.5.1991.*

NOTES

Sec. 21 (4) – When Sarpanch was in custody he should have been treated as continuously absent or incapacitated for more than 15 days and as envisaged in Section, charge would have been taken over : ***2000 (I) OLR 430 : 89 (2000) CLT 720 : AIR 2000 Ori. 120.***

22. Right of individual members :– Every member of the Grama Panchayat shall, subject to the rules made in that behalf, have the right to–

(a) access during Office hours to the records of the Grama Panchayat after giving due notice to the Sarpanch.

(b) move resolutions and question any Office-bearer on matters connected with the administration of the Grama Panchayat; and

(c) inspect all works undertaken by the Grama Panchayat and all institutions under the direction, management or control of the Grama Panchayat and to bring to the notice of the Sarpanch the irregularities, if any, noticed during such inspection.

23. Resignation :– (1) A member or a Naib-Sarpanch of a Grama Panchayat may resign his Office as such member or Naib-Sarpanch by giving notice in writing to the Sarpanch.

(2) The Sarpanch may resign his Office by giving notice in writing to the Sub-Divisional Officer.

(3) Except in a case where the person resigning delivers notice or resignation under the foregoing Sub-Sections personally to the Sarpanch or to the Sub-Divisional Officer, as the case may be, the Sarpanch or the Sub-Divisional Officer on receipt of such notice shall, as soon as may be, obtain confirmation from the person concerned as to its genuineness.

(4) A resignation on the basis of a notice therefore under Sub-Section (1) or Sub-Section (2) delivered personally or confirmed as aforesaid shall take effect on and from the date on which such notice was received or, as the case may be, the date on which the confirmation was obtained.

(5) In the case of any resignation taking effect in accordance with Sub-Section (4)–

(a) the Sub-Divisional Officer shall forthwith inform the Naib-Sarpanch about the resignation of the Sarpanch; and

(b) the Sarpanch shall, in respect of the resignation of a member

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1. *Omitted vide Orissa Gazette Ext. No. 426/18.4.1994-Notfn. No. 6139-Legis./18.4.1994.*
2. *Inserted vide Orissa Gazette Ext. No. 993 Notfin. No. 7703-Legis. -28.5.2001.*
3. *Re-numbered ibid.*
4. *Omitted vide Orissa Gazette Ext. No. 426/18.04.1994-Notfn. No. 6139-Legis./18.4.1994.*
5. *Added vide Orissa Act No. 25 of 1992.*

or the Naib-Sarpanch place the matter at the next meeting of the Grama Panchayat for its information.

24. Vote of no confidence against Sarpanch or Naib -Sarpanch :– (1) Where at a meeting of the Grama Panchayat specially convened by the Sub-divisional Officer in that behalf a resolution is passed, supported by a majority of not less than two-thirds of the total membership of the Grama Panchayat, regarding want of confidence in the Sarpanch or Naib-Sarpanch the resolution shall forthwith be forwarded by the Sub-Divisional Officer to the Collector, who shall immediately on receipt of the resolution publish the same on his notice-board and with effect from the date of such Publication the member holding the Office of Sarpanch or the Naib-Sarpanch, as the case may be, shall be deemed to have vacated such Office.

(2) In convening a meeting under Sub-Section (1) and in the conduct of business at such meeting the procedure shall be in accordance with such rules, as may be prescribed, subject however to the following provisions, namely :

(a) no such meeting shall be convened except on a requisition signed by at least one-third of the total membership of the Grama Panchayat along with a Copy of the resolution proposed to be moved at the meeting;

(b) the requisititon shall be addressed to the Sub-Divisional Officer;

(c) the Sub-Divisional Officer on receipt of such requisition shall fix the date, hour and place of such meeting and give notice of the same to all the members holding Office on the date of such notice along with a Copy of the requisition and of the proposed resolution, at least fifteen clear days before the date so fixed;

(d) the aforesaid notice shall be sent by post under Certificate of posting and a Copy thereof shall be published at least seven days prior to the date fixed for the meeting in the notice-board of the Samiti;

(e) the proceedings of the meeting shall not be invalidated merely on the ground that the notice has not been received by any member;

(f) the Sub-Divisional Officer or if he is unable to attend, any Gazetted Officer specially authorised by him in that behalf shall preside over, conduct and regulate the proceedings of

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1. *Substituted vide Orissa Act No. 4 of 1993.*
2. *Substituted vide Orissa Gazette Ext. No. 1391/12.12.1995.*
3. *Inserted vide Orissa Act No. 9 of 1991.*
4. *Substituted vide Orissa Act No. 4 of 1993.*
5. *Substituted vide Orissa Gazette Ext. No. 426/18.04.1994-Notfn. No. 6139-Legis./18.4.1994.*

the meeting.

(g) the voting at all such meetings shall be by secret ballot;

(h) no such meeting shall stand adjourned to a subsequent date and no item of business other than the resolution for recording want of confidence in the Sarpanch or Naib-Sarpanch, as the case may be, shall be taken up for consideration at the meeting;

(i) if the number of members present at the meeting is less than two-thirds of the total membership of the Grama Panchayat, the resolution shall stand annulled;

(j) if the resolution is passed at the meeting supported by the majority as specified in Sub-Section (1) the Presiding Officer shall immediately for ward the same in original along with the record of the proceedings to the Collector who shall forthwith publish the resolution in accordance with the provisions of Sub-Section (1); and

(k) where any Gazetted Officer presides at the meeting the shall, without prejudice to he provisions of Clause (j), also send a Copy of the resolution to the Sub-divisional Officer for information and such action as may be necessary.

[1][(3) When a meeting has been held in pursuance of Sub-Section (2) for recording want of confidence in the Sarpanch or Naib-Sarpanch, as the case may be, no fresh requisition for a meeting shall be maintainable–

(a) in cases falling under Clauses (i) and (j) of the said Sub-Section or where the resolution is defeated after being considered at the meeting so held, before the expiry of one year from the date of such meeting; or

(b) where the notification calling for general election to the Grama Panchayat has already been published under or in pursuance of Section 12.]

(4) Without prejuldice to the provisions of Sub-Section (3) no requisition under Sub-Section (2) shall be maintainable in the case of a Sarpanch or Naib-Sarpanch, as the case may be, before the expiry of [2][two years] from the date on which such Sarpanch or Naib-Sarpanch enters Office :

[3][Provided that all requisitions received under Sub-Section (2) prior to the date of commencement of the Orissa Grama Panchayats (Second Amendment) Act, 1993, in which no meeting for recording want of confidence has been held by the said date, shall stand abated.]

Explanation– The expression "total membership of the Grama Panchayat" shall refer to the total number of members specified in Sub-

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1. *Substituted vide Orissa Act Np. 23 of 1987.*
2. *Susstituted vide Orissa Gazette Ext No 426/18.04.1994 - Notfn. No. 6139 Legis. / 18.4.1994.*

Section (1) of Section 10 together with the number of members , if any, actually holding Office at the relevant date in pursuance of Sub-Section (3) of the said Section.

NOTES

(i) Sec. 24 (2)(c) and Sec. 24(3) – According to Sec. 24(2)(c) for fixing the meeting of no confidence at least clear 15 days notice should be given – For calculating 15 days the date of notice and date of meeting to be excluded – In the instant case there was no 15 days clear notice – So the no-confidence motion is quashed.

Sec. 24 (3) applies where the non-confidence motion is defeated or where it fails in view of Sec. 24(2)(i) (j) fresh requisition cannot be filed for a period of one year – That provision does not arise in the present case ***:2001 (II) OLR 69.***

(ii) Section 24 (2) (c) – Convening a meeting for no-confidence– Meaning "at least fifteen clear days, fixed for holding the meeting"– Case 45 (1978) CLT 313 (Debarai v. Collector) referred to full Bench.

Held, requirement of giving the notice and fixing the margin of time between the date of notice and date of meeting are mandatory, violation of which will make the meeting invalid– But the mode of service or failure of by any member to receive the notice or allowing less than 15 clear days before the meeting is directory-This is also based on a sound Public policy as in that even any delinquent Sarpanch or Naib-Sarpanch can frustrate the consideration of the resolution of no-confidence against him and by tactfully delaying or avoiding the service of the notice on him thus frustrate the holding of the meeting- The legislature has also accordingly taken care to provide in unequivocal terms a provision to obviate such contingencies by incorporating Clause (c) to Sub-Section (2) of Section 24- The proceeding of the meeting will not stand vitiated automatically for any infringement of the Section. The party challenging the validity of the meeting relying on the provision has to establish that he has been prejudiced ***:1988 (I) OLR 76 (FB) : 65 (1988) CLT 122 : AIR 1988 Ori. 116.***

(iii) Section 24 (3)- A combined reading of Clause (i), of Sub-Section (2) and Clause (b) of Sub-Section (3) of Section 24 makes it clear that if number of members present at a meeting is less than two-thirds of total members of the Grama Panchayat, the resolution of no confidence against the Sarpanch or Naib-Sarpanch stands annulled So notice fixing date of meeting for consideration of the motion for no confidence stands annulled : ***1995 (II) OLR 34.***

25. Disqualification for membership of Grama Panchayat :– (1) A person shall be disqualified for being elected or nominated as, a Sarpanch or any other member of the Grama Panchayat constituted under this Act, if he–

(a) is not a Citizen of India; or

(b) is not on the Electoral Roll in respect of the Grama or of the Ward, as the case may be; or

(c) is of unsound mind; or

(d) is an applicant to be adjudicated as an insolvent or is an undischarged insolvent; or

(e) is a deaf-mute, or is suffering from tuberculosis; or in the opinion of the District Leprosy Officer is suffering from an infectious type of leprosy; or

(f) is convicted of an election offence under any law for the time being in force; or

(g) is convicted for an offence involving moral turpitude and sentenced to imprisonment of not less than six months unless a period of five years has elapsed since his release or is ordered to give security for good behaviour under Section 110 of the Code of Criminal Procedure, 1898 (5 of 1898); or

(h) holds any Office of profit under the State or Central Government or any local authority; or

(i) is a teacher in any school recognised under the provisions of the Orissa Education Code for the time being in force; or

(j) holds the Office of a Minister either in the Central or State Government; or

(k) has been dismissed from the service of the State Government or of any local authority; or

(l) being a member of a Co-operative Society, has failed to pay any arrear of any kind accrued due by him to such Society before filing of the nomination paper in accordance with the provisions of this Act and the rules made thereunder :

Provided that in respect of such arrears a bill or a notice has been duly served upon him and the time, if any, specified therein has expired; or

(m) is in the habit of encouraging litigation in the Grama and has been declared to be so on enquiry by the Collector in the prescribed manner or by any other authority under any law for the time being in force; or

(n) is interested in a subsisting contract made with or in any work being done for the Grama Panchayat or the Samiti, or any Government except as a shareholder other than a Director in an incorporated Company or as a member of a Co-operative Society; or

(o) is a paid and trained legal practitioner on behalf of the Grama

Sasan; or

(p) is a member of the Orissa Legislative Assembly or of either of the Houses of Parliament; or

[1][(q) is a member of the Samiti elected under Clause (h) of Sub-Section (1) of Section 16 of the Orissa Panchayat Samiti Act, 1959 (Orissa Act 7 of 1960); or]

[2][(r) is disqualified by or under any law for the time being in force for the purposes of an election to the Legislature of the State; or

(s) is disqualified by or under any law made by the Legislature of the [1][State; or]]

[1][(t) is in arrear of any dues payable by him to the [3][Grama Panchayat; or]]

[1][(u) has more than one spouse living; or

(v) has more than two Children :

Provided that the disqualification under Clause (v) shall not apply to any person who has more than two Children on the date of commencement of the Orissa Grama Panchayats (Amendment) Act, 1994 or, as the case may be, within a period of one year of such commencement, unless he begets an additional child after the said period of one year.]

(2) A Sarpanch or any other member of a Grama Panchayat shall be disqualified to continue and shall cease to be a member if he–

(a) incurs any of the disqualifications specified in Clauses (a) to (j) [1][Clauses (m) to (p) and Clauses (t) to (v)] of Sub-Section (1); or

(b) has failed to attend three consecutive ordinary meetings held during a period of four months commencing with effect from the date of the last meeting which he has failed to attend; or

(c) being a legal practitioner appears or acts as such against the Grama Sasan; or

(d) being a member of a Co-operative Society has failed to pay any arrears of any kind accrued due by him to such Society within six months after a notice in this behalf has been served upon him by the Society.

(3) Without prejudice to the provisions of the foregoing Sub-Sections the Sarpanch of a Grama Panchayat shall be disqualified to continue and cease to be the Sarpanch, if he fails to attend three consecutive ordinary meetings of the Samiti, of which he is a member, without the previous permission in writing of the said Samiti.

(4) Notwithstanding anything contained in the foregoing Sub-Sections–

(a) the state Government may remove any one or more of the disqualifications specified in Clauses (f), (g), (k) and (l) of Sub-Section (1);

(b) When a person ceases to be a Sarpanch or Naib-Sarpanch or any other member in pursuance of clause (g) of Sub-Section (1) he shall be restored to Office for such portion of the term of Office as may remain unexpired on the date of such restoration, if the sentence is reversed or quashed on appeal or revision or the offence is pardoned or the disqualification is removed by an order of the State Government; and any person filling the vacancy in the interim period shall on such restoration vacate the Office.

NOTES

*(i) Secs. 25 and 26 – Sarpanch of a Grama Panchayat ordered by Collector to be removed for having more than two Children after his holding Office – It was alleged that he married two wives and by the second wife he had child which amounted to have more than two issues - After notice the Petitioner showed cause that he had not married the second lady – The Collector in consideration of the report of Sub-Collector removed/disqualified the Sarpanch from continuing in that post – No enquiry was held in presence of Petitioner and no opportunity was given to the Petitioner to explain his assertions – The Collector acted simply on the basis of report of Sub-Collector – The enquiry, if any, by the Sub-Collector was not in presence of Petitioner – The order of Collector cannot be sustained and is quashed – Directions given :**2001 (II) OLR 41.***

(ii) Sec.25 (3) – Orissa Panchayat Samiti (Conduct of Business) Rules, 1969 – Rule 5 – Disqualification as Sarpanch – Disqualification contemplated in the provision of Sec. 25(3) relates to the sufficiency of reasons indicated for remaining absent by the Sarpanch and not regarding disqualification itself – Unless notice as required under the law is served, a Sarpanch cannot be disqualified for alleged non-attendance from three consecutive meetings – The manner of sending notice as provided in Rule 5 of the rules stated – Disqualification contemplated under Sec. 25(3) of the Act relates to non-attendance of three consecutive ordinary meetings – In the instant case notice has not been served by Certificate of posting– It is said that it was served by special messenger which has been denied – When the rule contemplates the method of service of notice in a particular way, that has to be followed – Where the manner of taking a particular action is laid down, such action must be taken according to the mode prescribed – There is nothing on record to show that it was sent by special messenger

1. Substituted vide Orissa Gazette Ext. No. 1247/18.10.1994-Notfn. No. 13978-Legis./18.10.1994.

2. Substituted vide Orissa Act No. 25 of 1993.

3. Added ibid.

– Statutory rules not followed – Disqualification cannot be sustained : ***2001 (I) OLR 580.***

(iii) Secs. 25, 26 and 32 - Matter of disqualification of a Sarpanch on the ground that he has more than two Children - Petitioner who has raised the question of disqualification had not filed any nomination - As such he cannot challenge the election by election Petition - Difference between Secs. 25(2) and 26(2) explained - In the instant case a representation was made by the Petitioner to B.D.O. who enquired into the matter and found that the third Child of Sarpanch was born in 1995 - It was duty of B.D.O. to report the matter to the Collector who has to take action under Sec. 26(2) and he is empowered to declare disqualification - Case referred to Collector for holding enquiry and to make final decision as to disqualification : ***2000 (I) OLR 463 : 89 (2000) CLT 696.***

(iv) Secs. 25 (1) (v) and 32(2) - In an election for Sarpanch the Petitioner was elected as Sarpanch and out of 4 Candidates Opp. Party 1 was the nearest in Votes - Opp. Party filed election Petition challenging the election on the ground that Petitioner was disqualified to be Candidate on the grounds of having more than two Children - Prior to the amendment of 1993 Petitioner has one Child and subsequently his wife gave birth to twin Children - Trial Court allowed the Petition setting aside the election - Appeal was filed - During pendency of appeal a Petition for stay of operation of the judgment of Trial Court was filed - Contention of Petitioner that the twin Children should be taken as one and the appellate Court found prima facie case and refused stay - That order, at this stage cannot be characterised as illegal or without jurisdiction.

But if the present Petitioner would not have been allowed to contest the election then the Votes Polled by him would have been distributed among other Candidates - This matter has to be considered - Hon'ble Court directed the appellate Court to reconsider the stay matter : ***1998 (II) OLR 690.***

(v) Sec. 25 (1) (v) (as amended by Orissa Act 6 of 1994) and Sec. 39 - Grounds for declaring election void - Whether the Party has more than two Children for being disqualified involves factual adjudication - Munsif to decide whether the nomination paper has been improperly rejected - This can be raised in election dispute - Writ not maintainable : ***1997 (I) OLR 310 : 83 (1997) CLT 494.***

(vi) Section 25 (1) (h)-(i) Disqualification for holding any Office of profit under local authority - Local authority not defined in Orissa Grama Panchayat Act - It is to be found in Section 2 (3) of Orissa General Clauses Act : ***1990 (II) OLR 453.***

(vii) Section 25 (1) (h) - Disqualification - Petitioner serving in Orissa Cotton Mill - This is not local authority - Cotton Mill taken over as sick industry under Sick Textile Undertakings (Nationalisation) Act - Under pro-

visions of the Act, the entire control rests on the Central Government - Therefore, employees are to be held as holding Office of profit under Central Government - As such disqualification under Section 25 (1) (h) of Orissa G.P. Act is applicable ***: 1990 (II) OLR 453.***

(viii) Section 25 (1) (n) - Disqualification - Petitioner held to be interested in a subsisting contract where final payment was not made by the date of nomination though work had been completed, Certificate had been issued and finally had been passed quantifying the amount payable to him-Held, despite the Contractor's execution of his part of the contract and passing of the final bill, if payment is not made, the Party has to fall back on the contract for enforcement of his right, the contract does not come to an end until the other party, namely, the Government performs its part by making the payment ***: 64 (1987) CLT 21.***

(ix) Section 25 (1) (i) and 25 (2) (d) - Disqualification - Non-payment of dues of Co-operative Society - "Accrued due" - Meaning of - There must have adjudicated arrear determined by appropriate authority as provided in Section 68 of the Orissa Co-operative Societies Act, 1962 and after that, the "accrued due" must have remained unsatisfied during the stipulated period in spite of demand made for it - These are the preconditions for disqualification ***: 1985 (II) OLR 403 : 60 (1985) CLT 435 : 1986 (1) CCC 8.***

26. Procedure of giving effect to disqualification :– (1) Whenever it is alleged that any Sarpanch or Naib-Sarpanch or any other member is or has become disqualified or whenever any such person is himself in doubt whether or not he is or has become so disqualified such person or any other member may, and the Sarpanch at the request of the Grama Panchayat shall, apply to the Collector for a decision on the allegation of doubt.

(2) The Collector may *suo motu* or on receipt of an application under Sub-Section (1), make such enquiry as he considers necessary and after giving the person whose disqualification is in question is or has become disqualified and make an order in that behalf which shall be final and conclusive.

(3) Where the Collector decides that the Sarpanch, Naib-Sarpanch or any other member is or has become disqualified such decision shall be forthwith published by him on his notice-board and with effect from the date of such Publication the Sarpanch, Naib-Sarpanch or such other member, as the case may be, shall be deemed to have vacated Office, and till the date of such Publication he shall be entitled to act, as if he was not disqualified.

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1. *Substituted vide Orissa Act No. 4 of 1993.*
2. *Inserted vide Orissa Act No. 9 of 1991.*
3. *Substituted vide Orissa Gazette Ext. No. 426/18.04.1934-Notfn. No. 6139-Legis./18.04.1994.*

CHAPTER - V

CONDUCT OF ELECTIONS AND ELECTION DISPUTES

27. Manner of holding Elections :– (1) [1][Subject to the provisions in Section 9, the election of a member, Sarpanch and Naib-Sarpanch of a Grama Panchayat shall be held and conducted in the prescribed manner.

(2) Without prejudice to the provisions of Sub-Section (1) the State Government may make rules to provide for or regulate all or any of the following matters for the purpose of holding elections under this Act, namely :

(a) the manner of splitting up of Electoral Rolls of the Assembly Constituencies into parts for the purpose of constituting one or more of such parts into the Electoral Roll for a Grama, Palli Sabha and a Ward, the manner of revision of such Roll from time to time, and the Officer or authority by whom such splitting up or revision is to be carried out;

(b) the appointment of Election Officers, Presiding Officers and such other Officers with such designations as the State Government may deem fit for the conduct of elections;

(c) the nomination of Candidates, form of nomination papers, objections to nominations and scrutiny of nominations;

(d) withdrawal of candidatures;

(e) the date, time and place of Poll including–

  (i) appointment of Polling Stations for each Ward;

  (ii) hours during which the Polling Station shall be kept open for casting Votes;

  (iii) preparation and issue of ballot papers;

  (iv) the checking of Voters by reference to the Electoral Roll;

  (v) the manner in which Votes are to be given;

  (vi) scrutiny of Votes, counting of Votes, the declaration of results and the procedure in case of equality of Votes;

  (vii) the custody and disposal of papers relating to election and

(f) any other matter relating to elections or election disputes in respect of which the State Government deem it necessary to make rules under this Section or in respect of which this Act makes no provision or makes insufficient provision and provision is in the opinion of the State Government necessary.

[1][(3) In the absence of any provision in this Act or the rules made thereunder, the provisions of the Representation of the People Act, 1950 and the Representation of the People Act, 1951 shall *mutatis mutandis*

apply for the purposes of election to Grama Panchayats in the following matters, namely :

(i) preparation, revision and updating of Electoral Rolls;

(ii) appointment of Electoral Registration Officers, Presiding Officers and Polling Officers;

(iii) qualifications and disqualifications for registration as Voter;

(iv) such other matters which have to be, or may be required to be, dealt with for the purposes of conducting free and fair election.]

[1-A][(4) The Election Officers, Presiding Officers and other Officers appointed or designated for the time being for the conduct of elections under this Act shall be deemed to be on deputation to the Election Commission for the period commencing on the date of the notification calling for such election and ending with the date of declaration of the results of such election and, accordingly, such Officers shall, during that period, be subject to the control, superintendence and discipline of the Election Commission.]

28. Bar against Servants of State Government and Local Authorities canvassing at Elections :– No person who is in the service of the State Government or of any local authority shall, by canvassing on behalf of any Candidate or otherwise, interfere or in any way use his influence in an Election and a breach of provisions of this Section shall render the person liable to have his services terminated.

29. Penalty for misconduct at Elections :– (1) A person shall be guilty of an election offence if he–

(a) fraudulently defaces or otherwise alters or tampers or destroys any nomination paper or ballot papers;

(b) fraudulently defaces, injures, disturbs, destroys or removes any list, notice or other documents affixed or otherwise published in accordance with the provisions of this Act and the rules made thereunder; or

(c) without due authority supplies any ballot paper to any person or receives any ballot paper from any person or is in possession of any ballot paper; or

(d) fraudulently puts into any ballot box anything other than the ballot paper which he is authorised by law to put in; or

(e) without due authority destroys, takes, opens or otherwise interferes with any ballot box or ballot papers then in use for the purposes of the election; or

(f) obstructs or in any way interferes in the performance of the duties of any Officer or servant appointed or employed for the

purpose of holding and conducting elections; or

(g) being required by the provisions of this Act and the rules made thereunder to do any act to take any proceedings, neglects, or refuses to do any such act or to take any such proceedings.

(2) Any person guilty of an election offence under this Section shall be punishable on conviction with fine which may extend to rupees one hundred and when the offence is a continuing one with a further fine which may extend to five rupees for everyday after the date of the first conviction, during which the offender is proved to be a persistent committe of the offence.

30. Election Petitions :– No election of a person as a member of a Grama Panchayat or as a Sarpanch or Naib-Sarpanch held under this Act shall be called in question except by an election Petition presented in accordance with the provisions of this Chapter.

NOTES

(i) Sec. 30 - Elections of Sarpanch - Challenge as to - Prayer for verification and recounting of ballot papers - Rejection of on ground of absence of specific instances and evasive stand taken by Petitioner there should not be reving enquiry - Was proper - No interference by High Court : ***AIR 2000 Ori. 156.***

(ii) Sec. 30 - Petition under, when maintainable, indicated.

Held, Sec. 30 lays down that no election of a person as a member of a Grama Panchayat or as a Sarpanch or Naib-Sarpanch held under the Act shall be called in question except by an election Petition presented in accordance with the provisions of Chapter V of the Act : ***90 (2000) CLT 508.***

(iii) Sections 30, 32 and 39 - Election of member or Sarpanch or Naib-Sarpanch - To be called in question in an election Petition only - Writ Petition is not maintainable except in extraordinary circumstances - Improper acceptance or rejection of nomination papers - Not an exceptional or extraordinary circumstance : ***1992 (II) OLR 91.***

31. Presentation of Petitions :– (1) The Petition shall be presented on one or more of the grounds specified in Section 39 before the [1][Civil Judge (Junior Division)] having jurisdiction over the place at which the Office of the Grama Sasan is situated together with a deposit of such amount, if any, as may be prescribed in that behalf as security for costs within fifteen days after the date on which the name of the person elected is published under Section 15 :

Provided that if the Office of the [1][Civil Judge (Junior Division)] is closed on the last day of the period of limitation as aforesaid the Petition may be presented on the next day on which such Office is open :

Provided further that if the Petitioner satisfies the [1][Civil Judge (Junior Division)] that sufficient cause existed for the failure to present the Petition within the period aforesaid [1][Civil Judge (Junior Division)] may in his discretion condone such failure.

(2) No Candidate who has been elected to be a member, Sarpanch or Naib-Sarpanch of a Grama Panchayat shall be debarred from holding Office as such member, Sarpanch or Naib-Sarpanch merely by reason of any election Petition having been filed against him unless his election has been declared void by the [1][Civil Judge (Junior Division)].

32. Parties to the Petition :– (1) The Petition may be presented by any person who has filed his nomination.

(2) A person whose election is questioned and where the Petition is to the effect that any other Candidate is to be declared elected in place of such person, every unsuccessful Candidate who has Polled more Votes than such Candidate shall be made Opposite Party to the Petition.

33. Contents of Petition :– (1) An election Petition –

(a) shall contain a concise statement of the material facts on which the Petitioner relies;

(b) shall set forth full particulars of any corrupt practice that the Petitioner alleges, including as full a statement as possible of the names of the parties alleged to have committed such corrupt practice and the date and place of the commission of each such practice; and

(c) shall be signed by the Petitioner and verified in the manner laid down in the Code of Civil Procedure, 1908 (5 of 1908) for the verification of pleadings.

(2) Any schedule or annexure to the Petition shall also be signed by the Petitioner and verified in the same manner as the Petition.

34. Relief that may be claimed by the Petitioner :– A Petitioner, may, in addition to claiming a declaration that the election of all or any of the returned Candidates is void claim a further declaration that he himself or any other Candidate has been duly elected.

35. Procedure before the [1][Civil Judge (Junior Division)] :– (1) Subject to the provisions of this Act and the rules made thereunder every election Petition shall be tried by the [1][Civil Judge (Junior Division)] as nearly as may be, in accordance with the procedure applicable under the Code of Civil Procedure, 1908 (5 of 1908) to the trial of suits.

(2) The [1][Civil Judge (Junior Division)] shall not be required to record or to have the evidence recorded in full but shall make a memorandum of the evidence sufficient in his opinion for the purpose of deciding the case.

(3) The [1][Civil Judge (Junior Division)] shall, for the purpose of de-

1. Substituted vide Orissa Gazette Ext. No. 1391/12.12.1995.

ciding any issue receive so much evidence, oral or documentary, as he considers necessary and may require the production of any evidence.

(4) The [1][Civil Judge (Junior Division)] may, at any stage of the proceedings require the Petitioner to give further security for the payment of all costs incurred or which is likely to be incurred by any Opposite Party and if within the time fixed by him or within such further time as he may allow such security is not furnished, he may dismiss the Petition.

(5) No witness or other person shall be required to disclose the name of the person for whom he has Voted at an election.

(6) The provisions of the Indian Evidence Act, 1872 (1 of 1872) shall, subject to the provisions of this Act, apply in the trail of an election Petition.

(7) Notwithstanding anything in any enactment to the contrary no document shall be inadmissible in evidence on the ground that it is not duly stamped or registered.

(8) Reasonable expenses incurred by any person in attending to give evidence may be allowed to such person which shall, unless the [1][Civil Judge (Junior Division)] otherwise directs, be deemed to be part of the costs.

(9) Any order as to costs passed by the [1][Civil Judge (Junior Division)] shall be executed by him on application made in that behalf in the same manner and by the same procedure as if it where a decree for the payment of money passed by himself as suit.

NOTES

Secs. 35 and 37 - Election challenged in a case - Amendment sought about improper counting - Amendment can be allowed - Provisions of Representation of People's Act, 1951 in this respect stated - Consideration for allowing amendment stated - The Court has power to allow amendment of plaint - The word "Munsif" in the Act should be changed by proper amendment of the Act : ***1998 (II) OLR 43.***

35-A. Refund of Security Deposit :– Where no costs have been awarded, the whole of the security deposit, and in cases where any costs have been awarded, the balance, if any, of the security deposit after payment to any person towards costs may, on an application made in that behalf in writing to the [1][Civil Judge (Junior Division)] by the person by whom the deposits have been made or, if such person dies after making such deposit by the legal representative of such person, be returned to the applicant.

36. Appearance before the [1][Civil Judge (Junior Division)] :– Any

1. Substituted vide Orissa Gazette Ext. No. 1391/12.12.1995.
1-A. Inserted vide Orissa Gazette Ext. No. 1649 dt. 07.09.2001.

appearance, application or act before the [1][Civil Judge (Junior Division)] may be made or done by the party in person or by a legal practitioner duly appointed to act on his behalf :

Provided that it shall be open to the [1][Civil Judge (Junior Division)] to direct any party to appear in person, whenever he considers it necessary.

37. Powers of [1][Civil Judge (Junior Division)] :– The [1][Civil Judge (Junior Division)] shall have the powers which are vested in a Court under the Code of Civil Procedure, 1908 (5 of 1908) when trying a suit in respect to the following matters, namely :

(a) discovery and inspection;

(b) enforcing the attendance of witness, and requiring the deposit of their expenses;

(c) compelling the production of documents;

(d) examining witnesses on oath;

(e) granting adjournments;

(f) reception of evidence taken on affidavit;

(g) issuing commissions for the examination of witness and may summon and examine *suo motu* any person whose evidence appears to him to be material; and shall be deemed to be a Civil Court within the meaning of Sections 480 and 482 of the Code of Criminal Procedure, 1898 (5 of 1898).

38. Decision of [1][Civil Judge (Junior Division)] :– (1) If the [1][Civil Judge (Junior Division)] after making such enquiry, as he deems necessary, finds in respect of any person, whose election is called in question by a Petition that his election was valid, he shall dismiss the Petition as against such person and may award costs at his discretion.

(2) If the [1][Civil judge (Junior Division)] finds that the election of any person was invalid, he shall either–

(a) declare a casual vacancy to have been created; or

(b) declare another Candidate to have been duly elected;

whichever course appears, in the circumstances of the case to be more appropriate and in either case, may award costs at his discretion.

(3) All orders of the [1][Civil Judge (Junior Division)] shall, subject to the provisions of Sub-Section (4), be final and conclusive :

Provided that [1][Civil Judge (Junior Division)] may, on application presented within one month from the date of any of the orders made under this Section by any person aggrieved, review such order on any ground and may, pending the decision in review direct stay of operation of such order :

Provided further that no application for review under the preceding

proviso shall lie, if an appeal is preferred in accordance with the provisions of Sub-Section (4).

(4) Any person aggrieved by an order of the [1][Civil Judge (Junior Division)] may within thirty days from the date of the order, prefer an appeal in such manner as may be prescribed before the Disdtrict Judge having jurisdiction who shall after giving the parties an opportunity of being heard, confirm, reverse, alter or modify the order of the [1][Civil Judge (Junior Division)] and pending disposal of such appeal may direct stay of operation of the said order.

NOTES

Section 38 (4) – Application filed under Section 31 of the Act, challenging the rejection of nomination paper – Misc. case dismissed exparte – Appeal filed contending that no notice was served – Appeal notice also not sent – Writ application filed contending that proper service of notice is compulsory.

Held, notice must be served – Mere tendering is not sufficient– order contrary to evidence is against law : ***1986 (II) OLR 96.***

39. Grounds for declaring election void :– (1) The [1][Civil Judge (Junior Division)] shall declare the election of a returned Candidate void, if he is of the opinion-

(a) that on the date of his election the Candidate was not qualified or was disqualified to be elected under the provisions of this Act or the rules made thereunder; or

(b) that any corrupt practice has been committed by the Candidate; or

(c) that any nomination paper has been improperly rejected or accepted; or

(d) that such person was declared to be elected by reason of the improper rejection or admission of one or more Votes for any other reason was not duly elected by a majority of lawful Votes; or

(e) that there has been any non-compliance with or breach of any of the provisions of this Act or of the rules made thereunder :

Provided that in relation to matters covered by Clause (a) the [1][Civil Judge (Junior Division)] shall have due regard to the decision, if any, made under Section 26 before making a declaration under this Section.

(2) The election shall not be declared void merely on the ground of any mistake in the forms required thereby or of any error, irregularity or informality on the part of the Officer or Officers charged with carrying out the provisions of this Act or of any rules made thereunder unless such

1. Substituted vide O.G.E. No. 993 Notfn. No. 7703 - Legis. Dt. 28.05.2001.

mistake, error, irregularity or informality has materially affected the result of the election.

NOTES

(i) Sec. 39 (1) (d) and (e) and Sec. 39 (2) – Grounds for declaring election void – Votes cast in the names of dead persons There is no definite pleading nor proof as to in whose favour the Votes of the dead persons had been cast– In absence of any such pleading or proof, it is difficult to conclude that the result of the election had been materially affected – The Section makes it clear that, even if there has been any irregularity on the part of the Election Officer charged with carrying out the provisions of the Act, or any rules made thereunder, unless such mistake, error, irregularity or informality had materially affected the result of the election, such election should not be declared void merely on the ground of any such mistake or irregularity : ***2001 (II) OLR 129.***

(ii) Sec. 39 – Orissa Grama Panchayat Election Rules – Rule 46– Election to Panchayat – Post of Ward Member – Petitioner and Opp. Party found to have secured equal number of Votes – Presiding Officer declaring Petitioner elected by resorting to lot – Dispute relating to number of Votes secured by Candidates and whether any valid Vote of Opposite Party was rejected while accepting invalid Votes in favour of Petitioner –Cannot be adjudicated effectively without recounting of Votes – Consent of parties for draw of lots cannot operate as estoppel – Order of trial Court directing Opp. Party elected on scrutiny of evidence and recounting of Votes – Is proper : ***AIR 1999 Ori. 187.***

(iii) Sec. 39(2) – Orissa Grama Panchayat Election Rules – Rule 17 – If the Election Rules provide clearly rejection of ballot paper in absence of compliance with statutory formalities there cannot be any other ground to hold otherwise – If there is rejection according to Rules, the rejection stands valid : ***1999 (II) OLR 25 : 88 (1999) CLT 165.***

40. Grounds for which a Candidate other than the returned Candidate may be declared to have been elected :– If any person who has lodged a Petition, has in addition to calling in question the election of the returned Candidate, claimed a declaration that he himself or any other Candidate has been duly elected and the [1][Civil Judge (Junior Division)] is of opinion–

(a) that in fact the Petitioner or such other Candidate received a majority of the valid Votes; or

(b) that but for the Votes obtained by the returned Candidate by a corrupt practice the Petitioner or such other Candidate would have obtained a majority of the valid Votes;

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1. Substituted vide O.G.E. No. 993 Notfn. No. 7703 - Legis. Dt. 28.05.2001.

he shall after declaring the election of the returned Candidate to be void declare the Petitioner or such other Candidate, as the case may be, to have been duly elected.

41. Corrupt Practices :– The following shall be deemed to be corrupt practices for the purposes of this Chapter, namely :

(1) Bribery, that is to say, any gift, offer or promise by a Candidate or by any other person on his behalf or any gratification to any person whomsoever–

(i) with the object, directly or indirectly of inducing–

(a) a person to stand or not to stand as or to withdraw from being a Candidate, or to retire from contest at such election; or

(b) an elector to Vote or refrain from voting at such election; or

(ii) as a reward to–

(a) a person for standing or refraining from standing as a Candidate, or for having withdrawn his candidature or for having retired from contest; or

(b) an elector for having Voted or for refraining from voting.

Explanation– For the purposes of this clause, the term gratification includes all forms of entertainment and all forms of employment for rewards; but does not include the payment of any expenses incurred bonafide for the purposes of such election.

(2) Undue influence, that is to say, any direct or indirect interference or attempt to interfere on the part of a Candidate or any other person on his behalf, with the free exercise of the electoral right of any person :

Provided that -

(a) without prejudice to the generality of the provisions of this clause any such person as is referred to therein, who–

(i) Threatens any Candidate or any elector or a person in whom a Candidate or an elector is interested, with injury of any kind including social ostracism and ex-communication or

(ii) induces or attempts to induce a Candidate or an elector to believe that he, or any person in whom he is interested will become or will be rendered an object of divine displeasure or spiritual censure.

shall be deemed to interfere with the free exercise of the electoral right of such Candidate or elector within the meaning of this clause; and

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1. Substituted vide O.G.E. No. 993 Notfn. No. 7703 - Legis. Dt. 28.05.2001.

(b) a declaration of Public Policy or, a promise of Public Action or the mere exercise of a legal right without intent to interfere with an electoral right shall not be deemed to be interference within the meaning of this clause.

(3) The systematic appeal by a Candidate or by any other person on his behalf to Vote or refrain from voting on grounds of caste, race, community or religion or of the use of national symbols such as the National Flag or the National Emblem, for the furtherance of the prospects or the Candidate's election.

(4) The Publication by the Candidate or by any other person on his behalf of any statement of fact which is false and which he either believes to be false or does not believe to be true in relation to the Personal Character or Conduct of any Candidate, or in relation to the Candidature or withdrawal or retirement from Contest of any Candidate, being a statement reasonably calculated to prejudice the prospect of that Candidate's Selection.

(5) The hiring or procuring whether on payment or otherwise, of any vehicle or vessel by a Candidate or by any other person on his behalf for the conveyance of any elector, other than the Candidate or any member of his family to or from any Polling Station or place fixed for the Poll.

Explanation– In this clause, the expression "vehicle" means any vehicle used or capable of being used for the purpose of road transport whether propelled by mechanical power or otherwise and whether used for drawing other vehicles or otherwise.

(6) The obtaining or procuring or abetting or attempting to obtain or procure by a Candidate or by any other person on his behalf of any assistance, other than the casting of a Vote, for the furtherance of the prospects of the Candidate's election from any person in the service of the State Government or in the employ of any local authority.

42. Withdrawal of Petition :– The Petitioner may, at any time, withdraw the election Petition filed by him.

43. Abatement of Petition :– A election Petition shall abate only on the death of the Petitioner.

CHAPTER - VI

POWERS, DUTIES AND FUNCTIONS OF GRAMA PANCHAYATS

44. Obligatory functions :– [1][(1) Subject to the provisions of this Act and the rules made thereunder, it shall be the duty of a Grama Panchayat, within the limits of its funds to undertake, control and administer and be responsible for the following matters in respect of the Grama, namely :

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1. Substituted vide O.G.E. No. 993 Notfn. No. 7703 - Legis. Dt. 28.05.2001.

(a) construction, repair maintenance, alteration and improvements of Public Streets;

(b) lighting, watering and cleaning of Public Streets and other Public Places;

(c) the removal of unauthorised obstructions, projections and encroachments in or upon Public Streets and other Public Places;

(d) construction, maintenance and cleaning of drains and drainage works and all Public latrines, urinals and similar conveniences and the disposal of drain water and sullage;

(e) construction and maintenance of works and means for supply of water for Public and Private Purposes; and regulation of sources of water-supply for drinking purposes and storage of water supplied for drinking purposes;

(f) scavenging, removal and disposal of filth, rubbish and other obnoxious Polluted matters;

(g) reclamation of unhealthy locality, the removal of noxious vegetation and generally the abatement of all nuisances;

(h) measures for preventing and checking the spread of epidemic or infectious and other dangerous diseases;

(i) regulation and abatement of offensive or dangerous trades or practices;

(j) the registration of births, deaths and marriages and maintenance of registers prescribed by or under this Act;

(k) the protection, maintenance and development of all properties vested in or entrusted to the management of the Grama Panchayat;

(l) establishment, management and maintenance of common grazing grounds and lands for common benefit of the people of the Grama.

(m) Maintenance of records relating to Cattle Census, Population Census and other statistics as may be prescribed;

(n) registration of animals sold;

(o) regulation and control of movement of Cattle for Protection of crops;

(p) destruction of stray and ownerless dogs;

(q) rendering all reasonable assistance to the Samiti in matter of establishment and maintenance of schools for primary education;

(r) supervision and maintenance of village and field boundary marks and maintenance of village records when so required by the State Government;

1. Substituted vide O.G.E. No. 993 Notfn. No. 7703 - Legis. Dt. 28.05.2001.

(s) supervision and maintenance of soil conservation works;

(t) regulation of meals, fairs and festivals and establishment, maintenance and regulation of markets, hats and cart-stands including stands for carriage or motor vehicles within the meaning of the Motor Vehicles Act, 1939 (4 of 1939) and registration of sales of animals in such markets, hats and fairs within the Grama;

[1][(u) the implementation of schemes for economic devlopment and social justice in relation to agriculture, including agricultural extension;]

(v) fulfillment of any other obligation imposed by or under this Act or any other law for the time being in force;

[2][(w) minor forest produce;

(x) small scale industries including food processing industries;

(y) rural housing;

(z) poverty alleviation programme;

(z-1) women and child welfare;

(z-2) social welfare including welfare of the handicapped and mentally retarded;

(z-3) Public distribution system;

(z-4) maintenance of community assets.]

[3][(2) Notwithstanding anything cotained in any other law, in the Scheduled Areas, subject to the control and supervision of the Grama Sasan, the Grama Panchayat shall exercise within its local limits, such power and perform such functions in such manner and to such extent as may be prescribed in respect of the following matters, namely :

(a) enforcement of prohibition or regulation or restriction of the sale and consumption of any intoxicant;

(b) the ownership of minor forest produce;

(c) prevention of alienation of land and restoration of any unlawful alienated land of a Scheduled Tribe; and

(d) control over money-lending to the Scheduled Tribes.]

[4]["(3) Subject to the provisions of the Act and the rules made thereunder, it shall be the duty of a Grama Panchayat, within the limits of its funds to–

(a) prepare plans for economic development and social justice; and

(b) implement schemes for economic development and social justice and undertake execution of any other scheme, performance of any act or management of any institution, or organisation

as the Government may, by order, entrust to it including those in relation to the matters listed in the Eleventh Schedule to the Constitution of India, subject to such terms and conditions as may be specified in the order."

NOTES

(i) Section 44 (1) (t) - Orissa Grama Panchayats Rules - Rule 87 (b) – Lease of Grama Panchayat Properties which are not to be managed by Grama Panchayat – Rule 87 (b) providing for Public auctioning thereof – Mandatory : ***AIR 1993 Ori. 206.***

(ii) Section 44 (1) (t) – Orissa Grama Panchayats Rules – Rule 87 (b) – Grama Panchayat properties which are normally not to be managed by Grama Panchayat – Leasing of-Procedure-Public auctioning should be restored to – Departure from procedure – Reasons must be recorded : ***AIR 1993 Ori. 206.***

(iii) Section 44 (1) (t) and Section 58 read with Rule 68 of Orissa Grama Panchayat Rules, 1968 – Control, administration, maintenance and regulating vests with the Grama Panchayat – Not on any other Officer of Government : ***1987 (II) OLR 538.***

45. Discretionary functions :– The Grama Panchayat may, if a majority of its members so decide by a resolution, with the previous approval of the State Government and shall, if the state Government so direct, undertake within the Grama the control and administration of and be responsible for the following matters, namely :

(a) Planting and care of trees on the sides of Public Streets or in other Public Places vested in it;

(b) maintenance of village forest declared as such by notification by the State Government for the purpose of this Act;

(c) improved breeding and medical treatment of cattle and prevention of cattle diseases;

(d) construction, maintenance and regulation of slaughter houses;

(e) assisting and advising agriculturists in reclaiming waste lands and cultivating fallow lands;

(f) development of Co-operation, promotion of Co-operative stores for improved seeds and implements, arranging for Co-operative management of land and other resources of the village and establishment of Goshalas and dairy farms on Co-operative lines :

(g) relief from famine or other calamity;

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1. Re-numbered vide O.A. 15 of 1997, Orissa Gazette Ext. No. 1567, Notfn. No. 22433 dt. 22.12.1997.

(h) establishment and maintenance of libraries and reading rooms and providing for music and other entertainments in Public Places;

(i) organisation of fire services and protection of life and property in case of fire;

(j) maternity and child welfare and establishment of centres for the purpose;

(k) establishment and maintenance of Akharas and clubs and Places for sports, games and other recreations;

(l) establishment and maintenance of ferries, fair-weather roads, cattle pounds and imposition of fees therefor;

(m) establishment and maintenance of works for providing employment in time of scarcity and establishment of granaries;

(n) organisation, management and promotion of cottage industries and the establishment and maintenance of trading and other remunerative schemes;

(o) construction and maintenance of Dharmasalas and rest houses;

(p) organisation and maintenance of agricultural and industrial exhibitions as are not managed by any other authority;

(q) statistics of unemployment;

(r) Public vaccination and inoculation;

(s) Control over the disposal of adulterated foodstuffs and unwholesome food and making of report to the appropriate authority under any law for the time being in force;

(t) adult education; establishment of Primary Schools either jointly with any other Grama Panchayat or otherwise with the prior approval of the Panchayat Samitis concerned;

(u) organising a body of Grama Swechha Sevaks for assisting the Grama Panchayat in the discharge of its functions in the matter of Social Services such as extinguishing village fire protecting life and property when fire or flood occurs, disposing of dead bodies and rendering such other social and philanthropic services as may be specified by the State Government from time to time :

(v) prevention of gambling and implementation of the programme for prohibition;

(w) maintenance of village agricultural bunds situated on lands belonging to or vested in the State Government and construction of such bunds on any such land;

(x) the doing of anything the expenditure on which is declared by the State Government to be an appropriate charge on the Grama

Fund; and

(y) any measure not hereinbefore specifically mentioned which is likely to promote Public safety, health, convenience or general welfare.

46. Delegation of duties to Grama Panchayat by a local authority, by a Central or State Government :– Nothing in this Chapter shall be deemed to impose any duty or confer any power on the Grama Panchayat with respect to any matter which is under the direct administrative control of any other local authority or of any department of the Central or State Government unless such duty or power has been transferred or delegated to the Grama Panchayat by order of the local authority of the Central or State Government, as the case may be.

47. Power to execute works and take over institutions from State Government, Samiti and others :– (1) The State Government or the Samiti may, subject to such terms and conditions, if any, as they may deem fit to impose, entrust to the Grama Panchayat the execution of any development work within the Grama with an estimated cost not exceeding the prescribed amount and it shall thereupon be the duty of such Grama Panchayat to undertake the execution of such work.

(2) Subject to the rules made in that behalf and the prior approval of the Collector, a Grama Panchayat may receive from any person and take over any property vested in him or the management of any institution or the execution of maintenance of any work or the performance of any duty within the Grama on such terms as may be determined by the Collector.

48. Duty to advise on matters referred to Grama Panchayat :– It shall be the duty of the Grama Panchayat to advise the State Government on such matters as may be referred to the Grama Panchayat from time to time.

49. Public Streets and Waterways :– Subject to the provisions of any other law for the time being in force a Grama Panchayat shall have control of all Public Streets and Waterways situated in the Grama not being private property and not being under the control of any other local authority, or the Central or State Government and may do all things necessary for the maintenance and repair thereof and may,–

(a) construct new bridges and culverts;

(b) divert or close any such Public Street, bridge or culvert;

(c) widen, open, enlarge or otherwise improve any such Public Street, Culvert or Bridge and with minimum damage to the

1. *Substituted vide Orissa Gazette Ext. No. 426/18.4.1994-Notfn. No. 6139-Legis./18.4.1994*
2. *Inserted vide Orissa Act No. 9 of 1991.*
3. *Inserted vide O.A. 15 of 1997, Orissa Gazette Ext. No. 1567, Notfn. No. 22433 dt. 22.12.1997.*

neighboring fields, plant and preserve trees on the sides of such street;

(d) deepen or otherwise improve such waterways;

(e) with the sanction of the prescribed authority undertake small irrigation projects;

(f) trim branches of trees projecting on Public Streets;

(g) set apart by Public notice any Public source of water-supply for drinking or culinary purposes and likewise prohibit bathing, washing of clothes and animals or other acts likely to Pollute the source so set apart :

Provided that nothing in this clause shall be deemed to authorise a Grama Panchayat to interfere with a canal governed by any other law for the time being in force without the prior permission of the prescribed authority.

50. Powers in respect of Private water-supply :– (1) A Grama Panchayat may by written notice require the owner of or the person having control over a private water-course, spring, tank, well or other Places the water of which is used by the Public as a matter of right for drinking or culinary purpose, to take all or any of the following steps within a reasonable period to be specified in such notice, namely :

(a) to keep, and maintain the same in good repair;

(b) to clean the same from time to time of silt, refuge, or decaying vegetation;

(c) to protect it from Pollution; and

(d) to prevent its use if it has become so Polluted as to be prejudicial to Public health.

(2) A person upon whom a notice has been served under Sub-Section (1) may within thirty days from the date of the notice appeal to the prescribed authority against the order contained in the notice whereupon the prescribed authority may stay the operation of the order contained in the notice till the disposal of the appeal and it may after giving such notice of the appeal to the Grama Panchayat concerned, modify, set aside or confirm the order :

Provided that the prescribed authority shall, when it confirms or modifies the order contained in the notice after expiry of the period mentioned therein, fix a fresh period within which the order contained in the notice, as confirmed or modified by it shall be carried out.

(3) If any person, upon whom a notice has been served as aforesaid and which has not been set aside by the prescribed authority, fails without sufficient reasons to comply with the order contained in the notice or the order as modified by the prescribed authority under Sub-Section (2) within

the time specified in the notice or within the time fixed by the prescribed authority, as the case may be, the Grama Panchayat shall at its own expense take the necessary steps.

51. Duties of Grama Panchayat in respect of water-supply :– The Grama Panchayat shall provide the Grama or any part thereof with a supply of water proper and sufficient for domestic purposes and for such purposes may–

(a) construct, repair and maintain tanks, wells or tube-wells or lay service pipes and other water fittings for supplying water and clear out streams or water-courses;

(b) with the consent of the owner thereof and with the approval of a majority of the total memberships of the Grama Panchayat utilise, cleanse or repair any tank, well, stream or water course within the Grama or provide facilities for obtaining water therefrom; and

(c) do any other act necessary for carrying out the purposes of this Section.

52. Improvement of sanitation :– (1) For improvement of sanitation a Grama Panchayat may require by order, the owner or occupier of any land or building –

(a) to close, remove, alter, repair, cleanse, disinfect or put in good order any latrine, urinal, water-closet, drain, cess-pool or other receptacles for filth, sullage water, rubbish or refuge pertaining to such land or building or to remove or alter any door or trap or construct any drain for any such latrine, urinal or water-closet which opens on to a street or drain or to shut off such latrine, urinal or water-closet by a sufficient roof and wall or fence from the view of persons passing by or dwelling in the neighborhood;

(b) to cleanse, repair, cover, fill up, drain off, deepen or remove water from a private well, tank, reservoir, pool, depression or excavation which may appear to the Grama Panchayat to be injurious to health or offensive to the neighbourhood;

(c) to clear off any vegetation, undergrowth, prickly pear or scrubjungle therefrom;

(d) to remove any dirt, dung, night-soil, manures or any obnoxious or offensive matter therefrom and to cleanse the land or building :

Provided that a person on whom an order under Clause (b) is served may within thirty days of the receipt of the order appeal to the Sub-Divisional Officer against the said order and that Officer may vary, set aside or confirm such order.

(2) Without prejudice to the powers under Sub-Section (1), the Grama Panchayat, if it considers necessary in order to improve the drainage of the Grama or any part thereof, may–

(a) cause private drains to be constructed, altered or removed; or

(b) require by notice the owner or occupier of any land or building to construct private drains therefor or to alter or remove private drains thereof.

53. Scavenging :– (1) Every Grama Panchayat may make adequate arrangements for–

(a) regular sweeping and cleansing of the streets and removal of sweepings therefrom;

(b) daily removal of filth and carcasses of animals from private premises;

(c) the daily removal of rubbish from dust-bins in private premises; and with this object, it shall provide–

(i) depots for deposit of filth and rubbish and carcasses of animals;

(ii) covered vehicles or vessels for the removal of filth;

(iii) vehicles or other suitable means for the removal of the carcasses of large animals and rubbish;

(iv) dust-bins for the temporary deposit of rubbish;

(v) trenching ground for the deposit of night-soil; and

(vi) an establishment for carrying out the above purposes.

(2) No person shall, after due provision has been made under Sub-Section (1)–

(a) deposit the carcasses of animals, rubbish or filth in any street or on the verandah of any building or on any unoccupied ground along side any street or on the bank of any watercourse or tank; or

(b) deposit filth, carcasses of animals in any dust-bin or in any vehicle not intended for the removal of the same.

(3) Where no establishment is employed by a Grama Panchayat, the Grama Panchayat may by written notice require the owner or Occupier of the land in the local area to cleanse such land to the satisfaction of the Grama Panchayat within a reasonable period.

54. Water hyacinth :– The Grama Panchayat may, and when required by the residents of the local area, shall undertake discovery, removal and destruction of water hyacinth, prickly pear or any other agricultural pests on any land, premises or water as well as construction of fences and barriers to check its movement and may recover its cost from the residents

of the locality concerned unless the local residents arrange for free labour for the purpose.

55. Industries and factories including dangerous and offensive trades :– (1) With the previous sanction of the Collector and notwithstanding anything contained in any other law for the time being in force, a Grama Panchayat may notify that no place within the local area of the Grama Sasan shall be used in the course of any trade, business or calling without a licence granted by it and except in accordance with the condition specified in such licence, for any one or more of the following purposes, namely :

(a) washing soiled clothes and keeping soiled clothes for the purpose of washing them and washed clothes;

(b) boiling camphor;

(c) preparing chua;

(d) melting tallow or sulphur;

(e) dissolving silver and gold with nitric acid;

(f) storing, boiling or otherwise dealing with manure, offal, bones, hides, fish, skins, horns or rags;

(g) traning hides and skins, skinning or disembowelling of animals;

(h) washing or drying wool or hair;

(i) preparing fish-oil, hydrogenated oils, ghee, butter and such other fat preparations;

(j) making soap, dyeing, boiling or pressing oil;

(k) manufacturing or distilling sago or keuda water, manufacturing artificial manure, manufacturing or refining sugar, manufacturing sugarcandy or jaggery, tanning or manufacture of leather or leather goods, manufacturing lac, manufacturing beedis;

(l) manufacturing gunpowder or fire-works;

(m) burning bricks, tiles, pottery or lime;

(n) keeping a Public halting place, Dharmasala, Sarai, choultry or other rest house, keeping hotel, restaurant, eating-house, coffee house, tea stall, boarding house, or lodging house (other than a student's hostel under Public or recognised control);

(o) keeping a shaving or hair dressing saloon;

(p) keeping together twenty or more sheep or goats or pigs or herds of cattle;

(q) preparing flour or articles made of flour for human consumption or sweetmeats;

(r) manufacturing ice or aerated water;

(s) selling timber or storing it for sale, storing or selling coal, storing hay, straw wood, thatching grass, jute, coke, coal or charcoal or other dangerously inflammable materials;

(t) selling grain, groundnut, chillies or jaggery in wholesale or storing any of the said articles for wholesale trade;

(u) storing any explosive or combustible material or storing kerosene, petroleum, naptha or any inflammable oil or spirits;

(v) manufacturing anything from which offensive or unwholesome smell arises or which has been declared by the State Government by notification, to be dangerous or offensive;

(w) using for any industrial purpose any fuel or machinery; and

(x) in general, doing in the course of any industrial process anything which is likely to be offensive or dangerous to human life or health or property:

Provided that no notification under this Sub-Section shall take effect till sixty days from the date of Publication thereof.

(2) The owner or occupier of every such place shall within thirty days of the Publication of such notification apply to the Grama Panchayat for a licence for the use of such place for such purposes.

"(3)(a) The Grama Panchayat may, by order, and under such restrictions and regulations as it thinks fit grant or refuse to grant such licence within sixty days from the date of receipt of the application.

(b) In case the Grama Panchayat decides to refuse to grant the licence, it shall communicate it's decision to the Collector of the district who on receipt of the information from the Grama Panchayat and after conducting such inquiry as he deems fit shall forward the same along with his considered views to Government for a decision."

(4) Every such licence shall expire at the end of the year unless for special reasons the Grama Panchayat specifies therein an earlier date, for its expiry.

(5) Application for renewal of such licences shall be made not less than thirty days before the end of every year and applications for licence for Places to be newly opened shall be made not less than thirty days before they are proposed to be opened.

(6) (a) The power of the Grama Panchayat to grant a licence for the purpose of manufacturing gun-power or fireworks or storing any explosive or combustible materials specified in Clauses (1) and (u) of Sub-Section (1) shall be subject to the provisions of the Indian Explosives Act, 1884 (4 of 1884) and the rules framed thereunder and no such licence shall be

granted unless the said provisions have been complied with by the applicant for the licence.

(b) The power of the Grama Panchayat to grant a licence for the purpose of storing kerosene, petroleum, naptha or any other inflammable oil or spirit specified in Clause (u) Sub-Section (1) shall be subject to the provisions of the Petroleum Act, 1934 (30 of 1934) and the rules framed thereunder and no such licence shall be granted unless the said provisions have been complied with by the applicant for the licence.

56. Control over Places of Public resort and Entertainment :– With the previous intimation to the Collector a Grama Panchayat may notify that no enclosed place, building or tent situated within the Grama and covering an area of five hundred square feet or more shall be used by any person or party for the purpose of Public resort or entertainment, the admission whereto is regulated by payment of money, without obtaining a licence from it in the prescribed manner.

57. Power to levy fees for licences under Sections 55 and 56 :– The Grama Panchayat may, subject to such maximum as may be determined by the State Government by notification in that behalf, levy a fee in respect of any licence or permission under Sections 55 and 56 and the renewal thereof and may impose such conditions and restrictions on such licence as it may think necessary.

58. Markets :– (1) The Grama Panchayat may demarcate and provide Places for use as Public markets and close or suspend any such market or part thereof.

(2) Subject to such rules as may be prescribed, the Grama Panchayat may levy any one or more of the following fees in any Public market at such rates, not exceeding the maximum rates, if any, prescribed in that behalf and may place the collection of such fees under the management of such person as may appear to it proper or may lease out such fees on such terms and conditions as the Grama Panchayat may deem fit :

(a) fees for the use of, or for the right to expose goods for sale in such market;

(b) fees for the use of shops, stalls, pens or stands in such market;

(c) fees on vehicles (including motor vehicles as defined in the Motor Vehicles Act, 1939 (4 of 1939) or pack animals bringing, or on persons carrying any goods for sale in such market;

(d) fees on animals brought for sale into or sold in such market;

(e) licence fees on brokers, commission agents, weighmen and measurers practising their calling in such market.

(3) A schedule of rates or fees in respect of every market specified in Clauses (a), (c) and (d) of Sub-Section (2) shall be prepared by the Grama

Panchayat with the approval of the Panchayat Samiti in accordance with the rules made in that behalf, and the Grama Panchayat shall cause such schedule to be exhibited at a conspicuous place within the market.

(4) Where the market has been leased out, any contravention on the part of the lessee or of his agents of the provisions of the schedule specified in Sub-Section (3) shall render the lease liable to forfeiture and the lessee or his agent, as the case may be, immediately responsible for such contravention shall be liable on conviction to be punished with a fine not exceeding rupees fifty.

[1][(5) (a) On and after the date of commencement of the Orissa Grama Panchayats (Amendment) Act, 1994 (hereinafter referred to in this Sub-Section as the 'appointed date'), nothing in the Orissa Agricultural Produce Markets Act, 1956 shall apply–

(i) to or in relation to any market set up or established within the area of a Grama prior to the appointed date; or

(ii) for setting up or establishment of any market within the said area after the appointed date.

(b) where any land or building or both belonging to any Grama Panchayat has or have been transferred to a Market Committee under Section 4 of the Orissa Agricultural Produce Markets Act, 1956 prior to the appointed date, such land or building or both, as the case may be, shall, if the same continues to be within the area of a Grama, stand transferred to the Grama Panchayat having jurisdiction over the Grama on the appointed date.

(c) Any market set up or established under the Orissa Agricultural Produce Market Act, 1956 which is situated within the area of a Grama and continues as such on the appointed date shall be deemed to be a market allowed to be set up or established under this Act, but shall cease to continue as such after the expiration of a period of three months from the appointed date unless its continuance is allowed further in accordance with the provisions of this Act and the rules made thereunder.]

59. Private Markets :– No person shall open a new Private Market after the commencement of this act, or continue to keep open a Private Market unless he obtains from the Grama Panchayat a licence to do so for a period not exceeding one year in the prescribed manner and such licence may be renewed every year.

[2][Provided that in the Schedule Areas, the Grama Panchayat, subject to the control and supervision of the Grama Sasan shall have power to manage village markets by whatever name called.]

60. Licensing Private Markets :– (1) (a) The Grama Panchayat shall grant the licence applied for in respect of a private market subject to such conditions as it may think fit as to sanitation and water supply, and weights and measures to be used and such other matters as may be prescribed.

(b) The Grama Panchayat may modify the conditions of the licence to take effect from a specified date.

(c) The Grama Panchayat may at any time suspend or cancel any licence granted under Clause (a) for breach of the conditions thereof.

(2) When a licence is granted under Sub-Section (1) a fee not exceeding fifteen per cent of the gross income of the owner from the market in the preceding year shall be charged by the Grama Panchayat for such licence.

(3) The Grama Panchayat may close a Private Market which is unlicensed or the licence for which has been suspended or cancelled or which is held or kept open contrary to the provisions of this Act.

61. Decision of disputes as to whether Places are markets :– If any question arises as to whether any place is a market or not, the Grama Panchayat shall make a reference thereon to the State Government and their decision thereon shall be final.

NOTES

Section 61 and 146 - Section 61 empowers the Government to decide as to whether or not a place located within the Grama Panchayat is a market or not - This is to be decided only on reference by Grama Panchayat - But a dispute as to whether two Grama Panchayats operating market in their respective areas could operate the market on the same days or on different days comes within the ambit of Section 146, but not Section 61 ***: 1991 (II) OLR 26 : 72 (1991) CLT 38 : 33 (1991) OJD 415 (Civil).***

62. Restriction of sale in Markets :– No person shall sell or expose for sale any animal or article in any Public or licensed Private market without the permission of the Grama Panchayat or licensee, as the case may be, or of any person authorised by him.

63. Prohibition against sale on Public Road :– The Grama Panchayat may prohibit by Public notice or licence or regulate the sale or exposure for sale of any animals or articles in or upon any Public street or place or part thereof.

64. Power to dispose of corpses :– After the expiration of not less than twenty-four hours from the death of any person, the Grama Panchayat may, subject to the provisions of any other law, cause the corpse of such person to be burnt or buried and the expenses thereby incurred shall be recoverable as a debt due from the estate of such person :

Provided that in every such case a corpse shall be disposed of, so far as may be possible, in a manner consistent with the religious tenents of the deceased :

Provided further that the Grama Panchayat may provide for the burial and burning of paupers free of charge within the limits of the Grama.

65. [1]**[xxx]**

66. [1]**[xxx]**

67. [1]**[xxx]**

68. Penalty for contravention of licence in respect of use of premises :– Save as otherwise expressly provided in this Act, every person, who, having the immediate control of any place or building within the Grama permits it to be used for any of the purposes in respect of which a licence is required under this Chapter without having obtained a licence therefor, or having obtained a licence permits such use in contravention of any of the conditions of such licence shall be liable on conviction to a fine which may extend to one hundred rupees for the first offence and if the offence be a continuing one, with a further fine which may extend to five rupees for every day after the first conviction during which an offender is provied to have persisted in the commission of the offence.

69. [* * *]

70. Pest control and improved methods of husbandary :– (1) Notwithstanding anything contained in any other law the Grama Panchayat may, from time to time–

(a) whenever any occasion arises, declare the whole or any part of the Grama to be an agricultural pest infected area and take steps for the eradication of the infection and for the said purpose issue necessary directions to the owners or growers of corps within the Grama; or

(b) call upon the inhabitants of the Grama in accordance with a scheme made in that behalf to adopt improved methods of agriculture and animal husbandry with a view to increase agricultural production within the Grama and issue such direction as the Grama Panchayat may consider necessary in that behalf.

(2) The powers of the Grama Panchayat under Sub-Section (1) shall be exercised with the prior approval and subject to the control and direction of the State Government or the prescribed authority :

Provided that no action shall be taken under Clause (b) of Sub-Section (1) unless objections from the inhabitants of the Grama have been called for in respect of the scheme referred to therein and considered; and the scheme notified in accordance with the rules made in that behalf.

(3) On default of the persons to comply with any of the directions issued under the provisions of Sub-Section (1) the Grama Panchayat may take all such steps as it may consider necessary for the purpose and realise the expenditure incurred from the persons concerned.

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1. *Substituted vide Orissa Gazette Ext. No. 426/18.04.1994 - Notfn. No. 6139-Legis./18.04.1994 - O.A. No. 6 of 1994.*
2. *Added vide O.A. 15 of 1997, Orissa Gazette Ext. No. 1567, Notfn. No. 22433 dt. 22.12.1997.*

(4) The recovery of expenses, if any, that may be made by the Grama Panchayat under Sub-Section (3) shall be in accordance with such principles and in such manner as having regard to the financial resources of the person concerned, the State Government may, by general or special order, direct.

CHAPTER - VII

PROPERTY AND CONTRACTS

71. Vesting of Public Properties in Grama Sasan :– (1) All property within the Grama of the nature hereinafter in this Section specified, other than property maintained by any other local authority or the Central or State Government, shall for the purposes of this Act, vest in the Grama Sasan and shall, with all other properties of whatever nature or kind which may become vested in the Grama Sasan, be under its directions, management and control, that is to say–

(a) all Public sewers and drains and all works, materials and things appertaining thereto and other conservancy works;

(b) all sewage, rubbish and offensive matters deposited on the streets or collected by the Grama Panchayat from streets, latrines, urinals, sewers, cesspools and other Places;

(c) all Public lamps, lamp posts and apparatus connected therewith or appertaining thereto; and

(d) all buildings or other works constructed by the Grama Sasan and all lands and buildings or other property transferred to the Grama Sasan by the Central or the State Government or acquired by gift, purchase or otherwise for local Public purposes.

(2) The State Government may from time to time by general or special order made in that behalf exclude from the operation of this Act or any specified Section of this Act any of the properties of the nature specified in Sub-Section (1).

(3) Properties within the Grama belonging to, maintained managed or controlled by the State Government shall, on the issue of general or special orders made from time to time by the State Government in that behalf and subject to the provisions of this Act and the rules made thereunder, and to such terms and conditions as may be specified in such order, vest in the Grama Sasan and be under its management, direction and control.

(4) Without prejudice to the generality of Sub-Section (3) but subject to the provisions thereof, properties of the nature herein specified shall vest in the Grama Sasan and be under its management, direction and control, that is to say–

(a) Village roads,

(b) Irrigation sources,

(c) Ferries,

(d) Waste lands and communal lands;

(e) Protected forests within the meaning of the Indian Forest Act, 1927 (16 of 1927) and unreserved forests within the meaning of the Madras Forest Act, 1882 (Madras Act 5 of 1882) in respect of the management, protection and maintenance thereof for timber, fuel, fodder and other purposes;

(f) Markets and fairs or such portions thereof as are held upon Public land or upon land belonging to or under the control of Government together with such lands, and

(g) All income arising or accruing from any of the items of properties covered by the foregoing clauses.

72. Apportionment of income of ferries and markets :– (1) Whenever the State Government are of the opinion that–

(a) any ferry vested in the Grama Panchayat connects Public Streets under the management of more than one local authority; or

(b) the residents within the jurisdiction of more than one local authority use any market or fair the rights of management, regulation and control whereof is vested in the Grama Panchayat.

The Sate Government or the prescribed authority may from time to time apportion the income of such ferry or, as the case may be, of the market or fair among the aforesaid local authorities in such manner and proportion as the State Government or the prescribed authority may decide.

(2) Notwithstanding anything contained in this Act whenever the State Government deem it expedient so to do they may by general or special order made in that behalf and subject to such conditions as may be specified therein direct that the management of any ferry or of any market or fair referred to in Sub-Section (1) shall vest in such person or authority as the State Government may deem fit.

NOTES

Sections 72 and 73 - Transfer of fishery right in a water area to the Grama Panchayat - Grama Panchayat acquires a right - Such a right cannot be affected without affording it an opportunity to show cause : ***68 (1989) CLT 606 : AIR 1989 Ori. 262.***

73. Allocation of properties to and withdrawal of properties from the Grama Sasan :– (1) The State Government may allocate to a Grama Sasan any Public property situated within the Grama and thereupon such property shall for the purposes of this Act and subject to such terms, conditions, limitations and restrictions as the State Government may from

time to time impose in that behalf, vest in and come under the management and control of the Grama Panchayat.

(2) Whenever in respect of any property vested in or under the management and control of the Grama Sasan the State Government consider in expedient in the general Public interest so to do or whenever in their opinion the Grama Panchayat has failed to make proper use of such property, they may by general or special order direct the withdrawal of such property from the Grama Sasan and thereupon such property shall vest in and be under the direction, management and control of the State Government :

Provied that the Grama Sasan upon such withdrawal shall not be entitled to any compensation except in respect of such improvements of a permanent nature made by the Grama Sasan as the State Government may deem proper.

NOTES

Section 73 - Transfer of fishery right in water area to the Grama Panchayat in 1959 - Revocation of transfer on certain allegations made against the Grama Panchayat - No opportunity of showing cause or of hearing has been afforded to the Grama Panchayat - Impugned order of revocation of transfer dated 16.05.1988 - Not sustainable - Order of revocation quashed : ***68 (1989) CLT 606 : AIR 1989 Ori. 262.***

74. Acquisition of land for Grama Sasan :– (1) Where for Grama Sasan any land or any right in land is required to carry out any of the purposes of this Act such Grama Sasan shall first negotiate with the person or persons having interest in the said land and if the parties fail to reach an agreement, such Grama Sasan may make an application to acquire the land or the right, as the case may be, in the prescribed form and manner to the Collector who may, if satisfied that same is required for a Public purpose take steps to acquire the same.

(2) Such land or such right shall on acquisition and on payment of compensation awarded in accordance with the law under which the acquisition was made vest in the Grama Sasan.

(3) Where in pursuance of the negotiation referred to in Sub-Section (1) the parties arrive at an agreement the Grama Sasan concerned may in accordance with the agreement, but subject to the prior approval of the Collector, acquire the land or the right which shall thereupon vest in and belong to such Grama Sasan.

Explanation– "Land" includes immovable property of any kind and benefits which arise out of land and things attached to the earth or permanently fastened to anything attached to the earth.

75. Powers to transfer management of Property to Samiti or Parishad :– The Grama Panchayat may with the previous approval of the

Collector place under the control and management of the Samiti or Parishad any property belonging to or under the control of such Grama Panchayat.

76. Disposal of Property :– (1) With respect to the disposal of the property belonging to or vested in or under the direction, management and control of the Grama Sasan the following provisions shall, subject to the rules made in that behalf, have effect, namely :

(a) no movable property, other than the usufruct of tanks and lands, shall be disposed of by the Grama Panchayat in any manner whatsoever unless there exists a corresponding provisions in the budget of the Grama Panchayat for the year;

(b) no immovable property shall be disposed of–

(i) by sale, exchange, gift, mortgage or otherwise or by way of lease with permission for construction of permanent structures thereon without the prior sanction of the State Government; or

(ii) by way of lease, not being a lease covered by Sub-clause (i) for a period exceeding three years without the prior sanction of the Collector.

(2) The disposal of any property by the Grama Panchayat in contravention of Sub-Section (1) shall be invalid and of no effect.

NOTES

Section 76 - Cancellation of long term lease – Power of the Collector under – Scope detailed : ***61 (1986) CLT 86.***

77. Procedure for entering into Contract :– With respect to the making of contracts the following provisions subject to the rules, if any, made in that behalf have effect, namely :

(a) every such contract shall be made on behalf of the Grama Sasan by the Sarpanch;

(b) on such contract for any periods which in accordance with any provision of this Act, the Sarpanch may not carry out without the approval or sanction of any authority specified in the Act or the rules made thereunder shall be made by him until and unless such approval or sanction be obtained;

(c) no contract for the acquisition of immovable property shall be valid unless the contract has been approved by the prescribed authority where the price stipulated to be paid for such property exceeds the prescribed amount.

NOTES

Section 77 - No provision in the statute for preferential treatment to local person.

Held, the statutes makes no provisions entitling local persons to, any preferential treatment over others – All that it provides is that an individual who is a fisherman by caste or by profession, any group of individuals or a registered Co-operative Society consisting only of fishermen by caste or profession, landless labourers, marginal farmers, scheduled caste and scheduled tribe persons are entitled to take the water area on long term lease in the manner prescribed-Regarding the ground that the Panchayat realised though belatedly that the Petitioner did not develop the tank properly during the period of previous lease, minimum of fairness required– The Collector to enquire into the allegation giving an opportunity to the Petitioner to have her say regarding the matter : ***1986 (I) OLR 34 : 61 (1986) CLT 80.***

CHAPTER - VIII

TAXATION

78. [* * *]

79. [* * *]

80. [* * *]

81. [* * *]

82. [* * *]

83. Taxes which may be levied by the Grama Panchayats :– Subject to the provisions of this Act and the rules made thereunder it shall be competent for a Grama Panchayat for purposes of this Act to levy all or any of the following taxes, rates or fees, namely :

(a) [* * *]

(b) a tax payable by owners of vehicles (hereinafter referred to as vehicle tax) suitable for use on road and specified in the Schedule where such vehicles are kept or used within the Grama;

(c) a latrine or conservancy tax payable by the occupiers, owners of lands and buildings situated within the limits of the Grama in respect of private latrines, privies or cess pools or in respect of premises or compounds cleaned by the Panchayat agent at such rates as may be prescribed subject to a maximum of six rupees per year;

(d) a water-rate where water is supplied by the Grama Panchayat, based on the costs of supply of water and of maintenance of water-supply schemes;

(e) a lighting rate where the lighting of Public Street, Places or buildings is undertaken by the Grama Panchayat based on the cost of lighting and of maintenance of works required for the purpose;

(f) a drainage tax payable by the owners of lands and buildings situated within the limits of the Grama, where a system of

drainage has been introduced by the Grama Panchayat, at such rates as may be prescribed subject to a maximum of three rupees per year;

(g) a fee on private markets, cart-stands and slaughter within the Grama;

(h) a fee on animals brought for sale into or sold in a Public market within the Grama;

(i) fees for regulating the movement of cattle as may be considered necessary by the Grama Panchayat for the protection of crops raised within the Grama;

(j) fees for use of any buildings or structures, shops, stalls, pens or stands in the market referred to in Clause (b) of Sub-Section (2) of Section 58;

(k) fees for use of slaughter houses and cart-stands maintained by the Grama Panchayat;

(l) rent from dealers temporarily occupying open grounds or any structure or building belonging to or maintained by the Grama Panchayat;

(m) licence fees on brokers, commission agents, weighmen and measurers practising their calling within the Grama;

(n) any other tax, rate or fee which the Grama Panchayat is empowered to impose by any law for the time being in force; and

(o) any other tax, toll, fee or rate, as may be decided by the Grama Panchayat subject to the approval of the State Government.

84. [* * *]

85. [* * *]

86. Vehicle Tax :– (1) When it has been determined by the Grama Panchayat that a tax on vehicles specified in the Schedule shall be imposed the Grama Panchayat shall make an order that the owner of every such vehicle which is kept or used within the Grama shall pay the tax in respect of such vehicle and shall cause such order to be published in the prescribed manner.

(2) Such order shall be published at least one month before the beginning of the half-year in which such tax will first take effect and shall specify at what rates, not exceeding the rates specified in the Schedule, such tax shall be levied.

(3) Such tax shall not be imposed on vehicles kept for sale by and *bonafide* dealer in such vehicles.

(4) The time and manner of payment of tax, refund, proportionate payment or composition thereof or exemption therefrom and liability to payment of tax on transfer of ownership of vehicle shall be as may be prescribed.

87. Grant of licence on payment of vehicle tax :– (1) On receiving the amount of tax due to it the Grama Panchayat shall give the person paying the same a licence for the vehicle for the period in respect of which the amount is received.

(2) Such licence shall be for the current year or half-year as the Grama Panchayat thinks fit.

(3) A Grama Panchayat licence showing the prescribed particulars shall be affixed to every vehicle at a conspicuous place so as to be distinctly visible.

88. Liability in absence of owner and prohibition to keep vehicle without licence :– (1) Whenever the owner of the vehicle liable to pay the vehicle tax is not resident within the Grama to which tax is due, the person in whose immediate possession the vehicle is for the time being kept shall pay the tax and take out the licence for the same.

(2) No person shall keep within the Grama or be in possession of any vehicle kept within the Grama specified in the Schedule without the licence required under this Act.

89. Limits on double taxation in respect of vehicle tax :– (1) Notwithstanding anything to the contrary in any other law for the time being in force where a person is liable to pay the vehicle tax in respect of a vehicle for any particular period under this Act and also under the Orissa Municipal Act, 1950 (Orissa Act 23 of 1950) and if he proves that the tax has been paid –

(a) to any Grama Panchayat, he shall not be liable to pay such tax to any other Grama Panchayat nor shall he be liable to pay the same to any Municipal or Notified Area Council except to the extent of the excess of the dues to the Council over the amount paid to the Grama Panchayat; or

(b) to any Municipal or Notified Area Council he shall not be liable to pay such tax to any Grama Panchayat, but such Council shall pay to the Grama Panchayat concerned, the amount due under this Act, if the said amount is less than the amount paid to the Council.

(2) Any dispute arising under this Section between two or more Grama Panchayats or between Grama Panchayats and Municipal or Notified Area Councils shall be referred to the State Government or the prescribed authority whose decision shall be final.

(3) For the removal of doubts it is hereby declared that nothing in this Section shall apply in respect of a vehicle referred to in the Schedule when such vehicle is neither kept nor used within the limits of a Grama.

90. Assessment, review and revisions :– Save as otherwise provided in this Act–

(a) the assessment of taxes and prevention of evasion of taxes under the provisions of this Chapter, the modification or revision of such assessments, the preparation of assessment lists and alteration thereof shall be as may be prescribed;

(b) the Collector may on the application of any party on whom any tax, toll, rate or fee has been imposed or on his own motion review or revise the tax, toll, fee or rate.

91. Power of Collector to require the Grama Panchayat to impose tax :– Whenever it appears to the Collector that the balance of the Grama Fund to a Grama Panchayat or its income is insufficient for the discharge of its duties or obligatory functions imposed upon it by this Act or for the performance of any duties in respect of which it shall have been declared in accordance with the provisions of this Act to have committed default, the Collector may require the Grama Panchayat to impose any tax which it is empowered to impose or to enhance any existing tax in such manner or to such extent as the Collector may deem fit and the Grama Panchayat shall forthwith proceed to impose or enhance in accordance with the requisition such tax under the provisions of this Chapter, as if the Grama Panchayat had itself taken a decision in that behalf.

(a) the Collector shall take into consideration any objection which the Grama Panchayat or any inhabitant of the Grama may make against the imposition or enhancement of such tax;

(b) it shall not be lawful for the Grama Panchayat without the sanction of the Collector to abandon or modify or to abolish such tax when imposed;

(c) The Collector may at any time by notification, abolish or reduce the amount or rate of any tax levied or enhanced under this Section and the levy of the tax or enhancement, except as to arrears therefor accrued due, shall thereupon cease or be modified accordingly.

92. Formal defects not to invalidate tax and Government properties not be exempted from tax :– (1) A tax imposed under this Act shall not be invalid for defect of form and where any property is described for the purpose of assessing any such tax, it shall be sufficient to describe it so that it shall be generally known and it shall not be necessary to name the owner or occupier.

(2) Nothing in this Act shall be costrued so as to exempt the properties belonging to or vested in the State Government from any liability in respect of any tax or rate referred to in Clauses (c) to (f) of Section 83.

CHAPTER - IX

FINANCE

93. Grama Fund :– (1) There shall be constituted a Grama Fund for every Grama Sasan and to the credit of the said fund shall be placed–

(a) all proceeds of any tax, toll, fee or rate imposed under the provisions of this Act;

(b) all fines imposed and realised under this Act in respect of offences committed within the jurisdiction of the Grama Sasan in proceedings instituted under this Act, or under any other Act or rules in which provision is made for the credit of such fines to Grama Fund;

(c) all sums ordered by a Court to be placed at the credit of the Grama Fund;

(d) all proceeds of the disposal of property by or on behalf of the Grama Sasan;

(e) all income accruing from any property or institution or undertaking or work belonging to or vested in or under the direction, management and control of the Grama Sasan;

(f) all moneys received by way of penalty, compensation or for compounding offences under the provisions of the Act, or the rules made thereunder;

(g) all income from any scheme undertaken by the Grama Panchayat on its own account or on behalf of Government or any local authority;

(h) all moneys assigned to the Grama Sasan by Government or Samitis for the establishment or maintenance of institutions;

(i) such portion of the rent or other proceeds of Government property as the State Government may direct to be placed to the credit of the Grama Fund;

(j) all other sums assigned to the Grama Fund by special or general order of State Government from out of Government revenues, or otherwise;

(k) all sums received by way of loan, gift or contributions or other grants from any source whatsoever by or on behalf of the Grama Sasan;

(l) all sums received on account of cesses under the Orissa Cess Act, 1962 (Orissa Act 11 of 1962);

(m) all interest and profits arising from any investment of or from any transaction in connection with, any money belonging to the Grama Sasan;

(n) the balance, if any, standing at the commencement of this Act at the credit of the Grama Fund.

(2) Nothing in this Section or in this Act shall affect any obligation of

a Grama Sasan arising from a trust legally imposed upon or accepted by it.

94. Vesting, custody and investment of Grama Fund :– (1) The Grama Fund shall vest in the Grama Sasan and held by it in trust for the purposes of this Act subject to the provisions therein contained.

(2) The Grama Fund shall be deposited in the name of the Grama Panchayat in the Savings Bank of the nearest Post Office and if there is a treasury or Sub-treasury nearer than a Post Office, the Grama Panchayat shall open a personal ledger account with the treasury and the Grama Fund shall be deposited in it and at no time the cash balance in the custody of the Sarpanch shall exceed the sum fixed by the Collector:

Provided that the Grama Panchayat may deposit any part of the Grama Fund as it may decide in such Central Co-operative Bank as may be approved by the Registrar of Co-operative Societies:

[Provided further that the Grama Panchayat may deposit the funds received under the Jawahar Rozgar Yojana being part of the Grama Fund, in a separate Savings Bank Account in the nearest Post Office, Co-operative Bank, Nationalised Bank or Scheduled Bank.

Explanation :– The expressions "Co-operative Bank" and "Scheduled Bank" shall have the same meaning as respectively assigned to them in the Deposit Insurance Corporation Act, 47 of 1961 and the Reserve Bank of India Act, 2 of 1934 and the expression "Nationalised Bank" shall mean a corresponding new Bank constituted under Sub-Section (1) of Section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act 40 of 1980.]

[1][(3) A Grama Panchayat may invest any surplus amounts from out of its Grama Fund in Government Securities issued either by the State Government or Government of India or in such other securities including Savings Certificates or in fixed current or savings deposits in Co-operative Societies approved by the Registrar of Co-opeative Societies, Orissa in buying debenturers of Orissa Provincial Co-operative Land Mortgage Bank Limited, or with the approval of the State Government in purchasing shares in the Grain Golla Societies or approved Societies other than grain gollas or in Government Companies within the meaning of the Companies Act, 1956 (I of 1956).

95. Power to Borrow :– The Grama Sasan may with the previous sanction of the State Government and subject to the provisions of this Act and rules made thereunder borrow money from the State Government, any local authority, or any individual or body of individuals corporate or not to carry out its purposes :

Provided that nothing contained in the Local Authorities Loans Act, 1914 (9 of 1914) and the rules made thereunder shall apply in respect of money borrowed from the State Government after the commencement of this Act.

96. Priority of payments out of Grama Fund :– (1) Except as otherwise provided in this Act the Grama Panchayat shall set apart and apply annually out of the Grama Fund–

(a) firstly, such sum as may be required for repayment of and the payment of interest on any loan;

(b) secondly, liabilities and obligations arising from a trust legally imposed upon or accepted by the Grama Sasan;

(c) thirdly, such sum as may be required to provide for payment towards salaries, allowances and meeting of other expenditure relating to the establishment of the Grama Sasan;

(d) fourthly, such sum as may be required for the maintenance of services as may have been undertaken by the Grama Sasan; and

(e) fifthly, subject to such exemptions as the State Government may from time to time direct, all expenses, if any, incurred by the State Government in the preparation of electoral rolls the Publication of nominations and result of elections, holding of elections and in matters ancillary or incidental thereto, excluding travelling allowance of Officers of the State Government.

(2) Notwithstanding anything to the contrary contained in this Act moneys received by way of loan, gift, contribution of grants from source whatsoever for any specific object shall not be expended on any other object.

97. Application of Property and Grama Fund :– (1) All property vested in the Grama Sasan under this Act, all funds received by it in accordance with the provisions thereof and all sums accruing to it under the provisions of any law for the time being in force shall, subject to the provisions of this Act and the rules made thereunder, be applied for the purposes of this Act within the limits of the Grama.

(2) Notwithstanding anything in Sub-Section (1) it shall be lawful for the Grama Panchayat with the prior approval of the Collector and subject to the rules made in that behalf–

(a) to make contribution towards expenditure incurred by any other local authority or out of any Public fund for measures affecting education, health, safety or convenience of the Public calculated to benefit the residents of the Grama; or

(b) to create scholarship tenable outside the limits of the Grama; or

(c) to make any other kind of contributions for any other purpose within or outside the limits of the Grama calculated to be in furtherance of the cultural and economic development of the residents of the Grama.

98. Budget estimate of the Grama Panchayat :– (1) The Sarpanch shall in each year prepare and place before the Grama Panchayat for its consideration a budget estimate showing the probable receipts and expenditures for the following year and the Grama Panchayat shall, with such modifications as it thinks fit, submit the budget to each of the Palli Sabhas within the Grama for their recommendation under Sub-Section (6) of Section 6 and shall thereafter submit the same, along with the recommendations, if any, of the Palli Sabhas, to the Grama Sasans for its [1][approval].

(2) If during the course of any year the Grama Panchayat finds it necessary to alter the figures shown in the budget with regard to its receipts or to the distribution of the amount to be expended on different services undertaken by it a supplementary or revised budget may be framed by the Sarpanch and considered by the Grama Panchayat and with such modifications, if any, as it may think fit to make the budget shall, in the prescribed manner be submitted to the Grama Sasan for its [1][approval].

[1][(3) On approval of the Grama Sasan to the annual budget or, as the case may be, the supplementary budget or revised budget, the Grama Panchayat shall forward the same to the Sub-Divisional Panchayat Officer appointed by the Director, who shall be competent to examine the budget and shall furnish his comments to the Grama Panchayat which shall be placed before the Grama Sasan for consideration and finalisation with or without any modification as may be necessary.]

(4) Save as otherwise expressly provided in this Act or the rules made thereunder no expenditure in excess of the annual budget estimate shall be incurred by the Grama Panchayat unless such excess has been adequately provided for in the Supplementary or revised budget estimates prepared in accordance with the provisions of this Section.

(5) Subject to the provisions of this Act the Annual Budget estimate or the supplementary or revised budget estimate shall contain such particulars as may be prescribed:

Provided that in every annual budget estimate made for the minimum working balance as may be determined by the Collector from time to time excluding, however, the income from endowments, and grants.

[1-A][(6) A Copy of the budget so finalised under Sub-Section (3) shall be forwarded by the Grama Panchayat to the Panchayat Samiti as well as the Zilla Parishad recompilation at their level.]

99. [1-B][* * *]

100. Audit and Accounts :– (1) The Grama Panchayat shall keep regular accounts of receipts and disbursement from the Grama Fund and such accounts shall be published in the prescribed manner.

"(2) The Provisions of the Orissa Local Fund Audit Act, 1948 shall

1. Inserted vide Orissa Act No. 9 of 1991.

apply in regard to the audit of the Grama Funds.

(3) Notwithstanding anything contained in the aforesaid Act, for the purpose of this Act the Government may, by notification, appoint an Officer of Government as the Examiner of Local Accounts and such number of Deputy or Assistant Examiners of Local Accounts as they may consider necessary to exercise such powers and discharge such functions of the Examiner as may be assigned to them by Government. The Examiner so appointed may, with the approval of the Government, appoint such number of auditors as he may deem necessary."

[1][**100-A.** (1) It shall be the duty of the Finance Commission to review the financial position of Grama Panchayats and to make recommendations to the Governor as required under Article 243-I of the Constitution.

(2) The Finance Commission may, for the purpose of maintaining sound financial position of Grama Panchayats, make such recommendations including measures needed for improvement of the financial position thereof, as it may deem fit.

(3) The Governor shall cause every such recommendations made by the Finance Commission together with an explanatory memorandum as to the action taken thereon to be laid before the Legislative Assembly.]

CHAPTER - X

RECOVERY OF CLAIMS

101. Date and manner of payment of taxes, etc. :– The latrine or conservancy tax, the drainage fee and the water rate shall be payable on such dates and in such manner as may be prescribed.

102. Recovery of taxes and other dues :– (1) When any amount on account of any tax, toll, rate, rent or fee or any sum on any account whatsoever has become due to the Grama Panchayat shall with the least practicable delay, cause to be presented to the person liable for the payment thereof a bill in the prescribed form for the amount due from him.

(2) If the person to whom a bill has been presented as aforesaid does not, within fifteen days from the presentation thereof, either–

(a) pay the sum claimed as due on the bill; or

(b) show cause to the satisfaction of the Grama Panchayat why he should not pay the same; or

(c) prefer an appeal in accordance with Sub-Section (3) against the claim;

the Grama Panchayat may cause to be served upon such person a writ of demand in the prescribed form.

(3) An appeal against any claim included in a bill presented under Sub-Section (2) may be filed in the prescribed manner before the Sub-divisional Officer within the period of fifteen days specified on the said

Sub-Section and the decision of the Sub-divisional Officer shall subject to the decision in revision filed in the prescribed manner and within the prescribed time before the Collector, be final :

Provided that no revision shall be entertained by the Collector against the orders of the Sub-divisional Officer confirming the liability of the claimant to the whole or any part of the amount claimed in the bill unless along with the application for the revision the claim amount as decided by the Sub-divisional Officer is deposited with the Grama Panchayat.

(4) The presentation of every bill under Sub-Section (1) and the service of every writ of demand under Sub-Section (2) shall be effected by an Officer or Servant of the Grama Panchayat authorised in this behalf–

(a) by giving or tendering the bill or writ to the person to whom it is addressed; or

(b) if such person is not found by leaving the bill or writ at his last known place of abode if within the limits of the Grama or by giving or tendering the bill or writ to some adult male member or servant of his family; or

(c) if such person does not reside within the limits of the Grama and his address elsewhere is known to the Sarpanch or other person directing the issue of the bill or writ, then by forwarding the bill or writ to such person by registered post, under cover bearing the said address or

(d) if none of the means aforesaid be available, then by causing the bill or writ to be affixed on some conspicuous part of the building or land, if any, to which the bill or writ relates in the presence of at least two respectable inhabitants of the locality.

(5) If the sum for which a writ of demand has been served is not paid within fifteen days from the date of such service, the Panchayat may levy such sum by distraint and sale of the movable property of the defaulter in the prescribed manner.

(6) Fees for–

(a) every writ of demand issued under Sub-Section (2);

(b) every distress made under Sub-Section (5);

(c) the cost of maintaining any livestock seized under Sub-Section (5),

shall be chargeable at such rates as may be prescribed.

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1. Inserted vide O. A. 15 of 1997, Orissa Gazette Ext. No. 1567, Notfn. No. 22433 dt. 22.12.1997.

1-A. Inserted vide O. A. 15 of 1997, O. G. E. No. 1567, Notfn. No. 22433 dt.22.12.1997.

1-B. Sec. 99 Omitted ibid.

(7) If a Grama Panchayat is unable to realise the tax, toll, rate, rent or fee or any sum on any account whatsoever as aforesaid, it may apply to the Collector to recover the same as arrear of land revenue and on receipt of such application, the Collector shall, after holding such enquiry as he thinks fit, proceed to recover the sum as an arrear of land revenue unless such sum is directed to be written off by the Grama Panchayat under Section 104.

103. Recovery by Seizure in respect of Vehicle Tax :– (1) Without prejudice to the other provisions of this Chapter, the Grama Panchayat may at any time seize and detain the vehicle in respect of which vehicle tax is due but has not been paid:

Provided that no vehicle, other than a bicycle, shall be seized or detained when actually employed in conveyance of any passenger or goods.

(2) If the vehicle seized be not claimed and tax due thereon is not paid within fifteen days from the date of seizure, the Grama Panchayat may direct that the vehicle be sold in Public auction and the proceeds of sale applied to the payment of–

(a) tax, if any, due on the vehicle sold;

(b) such penalty not exceeding the amount of tax as the Grama Panchayat may direct; and

(c) the expenses incurred in connection with the seizure, detention and sale, and the excess amount, it any, remaining after payment of the aforesaid dues shall be paid to the owner of the vehicle or other person entitled thereto.

(3) If the owner of the vehicle or other person entitled thereto claims the same within fifteen days from the date of seizure or at any time before the sale it shall be returned to him on payment of–

(a) tax due thereon;

(b) such penalty not exceeding the tax due as the Grama Panchayat may direct; and

(c) the expenses incurred in connection with the seizure and detention.

104. Power to write off dues :– Notwithstanding anything contained in the foregoing provisions of this Chapter, the Grama Panchayat may, by a special resolution made in that behalf and with the prior approval of the Samiti direct any sum due to the Grama Panchayat on account of tax, rates, tolls or fees or any dues on any account whatsoever payable by any person to the Grama Panchayat to be written off on ground of undue hardship or as having become irrecoverable.

105. Overriding effect of this Chapter and imitation for recovery of dues :– (1) The provisions of this Chapter shall have force and effect notwithstanding anything to the contrary contained in any contract, agreement, custom or usage or in any other law for the time being in force, or

any rule or order having the force of such law.

(2) No arrears of tax, toll, rate or fee or of any sum due on any account whatsoever to the Grama Panchayat shall be recovered by distress after the expiry of three years, or as if it was an arrear of land revenue after the expiry of six years from the date when the amount in question becomes recoverable under this Act.

106. Failure of Grama Panchayat to take steps for recovery of dues :– In case of default on the part of the Grama Panchayat in taking steps for recovery of the dues as aforesaid, the Sub-divisional Officer may take steps for the recovery of such dues on behalf of the Grama Panchayat in accordance with the provisions of this Act and the rules made thereunder, and, subject to the deductions on account of the costs of realisation, shall credit the proceeds to the Grama Fund :

Provided that no action shall be taken under this Section by the aforesaid authority unless the Grama Panchayat, having been given an opportunity of expressing its views in the matter and allowed reasonable time to make good its default, has failed to do so.

107. Alternative procedure by suit :– In lieu of any process of recovery allowed by or under this Act or in case of failure to realise by such process, the whole or any part of any amount recoverable or of any compensation, expenses, charges or damages payable in pursuance of the provisions of this Act and the rules or order made thereunder it shall be lawful for the Grama Sasan to sue in any Court of competent jurisdiction the person liable to pay the same.

108. Amount of tax, etc., to be final :– (1) The amount of every sum claimed from any person under this Act on account of any tax, rate, rent, fee or otherwise shall, subject to decision in appeal, review or revision, if any, in accordance with the provisions of the rules made thereunder, be final.

(2) Effect shall be given by Grama Panchayat to every decision in appeal, review or revisions against any such claim.

CHAPTER - XI

CONTROL

109. Control over the Grama Panchayat :– Subject to the provisions of this Act, the rules made thereunder and any special or general orders issued by the State Government from time to time, [1][the Director, Collector, the District Panchayat Officer appointed by the State Government] or such other Officer or person specially authorised in that behalf by the State Government shall exercise general powers of inspection, supervision

1. *Previously inserted vide Orissa Act No. 9 of 1991 and subsequently substituted vide Orissa Gazette Ext. No. 426/18.4.1994-Notfn. No. 6139-Legis./ 18.4.1994.*

and control over the exercise of powers, discharge of duties and performance of functions by the Grama Panchayat under the provisions of this Act.

NOTES

Section 109-A general power of inspection, supervision and control over Grama Panchayat - Such power does not extend to superimposing a Committee to discharge the functions entrusted by Legislature to the Grama Panchayat- Which such actions would be unauthorised, contrary to the scheme of the Act and would amount to be illegal imposition : ***1987 (II) OLR 538.***

110. Powers of inspection, supervision and control in respect of particular matters :– (1) Without prejudice to the generality of the powers conferred under Section 109, the [1][Director, Collector, District Panchayat Officer appointed by the State Government or such other Officer or person authorised under the said Section or authorised by the Director, Collector or District Panchayat Officer] in pursuance of any special order made by the State Government in that behalf may–

(a) by order in writing call for and inspect any book, register, record or document in the possession or under the control of a Grama Panchayat or a Committee;

(b) call for the production of the cash balance in the custody of the Grama Panchayat;

(c) inspect any institution, or immovable property belonging to or vested or under the management, direction or control of a Grama Panchayat or a Committee or any work done or undertaken by or under the direction of the Grama Panchayat or such Committee;

(d) by order in writing direct a Grama Panchayat or Committee to furnish such statements, reports, copies of documents, records or registeres relating to the Grama Panchayat or such committee as he thinks fit;

(e) record in writing for the consideration of a Grama Panchayat or Committee any observation which he thinks proper in regard to the proceedings, or powers, duties and functions of the Grama Panchayat or such Committee.

(2) Subject to such rules as may be prescribed all registers, records and documents in the possession or control of a Grama Panchayat shall be open to inspection by the Chairman of the Samiti or of the Parishad and upon submission of the inspection report, if any, by such Chairman, the State Government may take such action as they deem proper.

(3) A member of the State Legislature may visit the Office of any Grama Panchayat situated within his constituency and may record his opinion

in a register to be maintained for the purpose in every such Office and the Copy of such opinion recorded shall be sent within two weeks from the date of entry to the Government for such action as they may deem fit.

111. Grama Panchayat to afford facilities for inspection :– (1) Subject to such rules, as may be made in that behalf the Grama Panchayat, its Sarpanch, Naib-Sarpanch, Officers and employees shall at all reasonable times be bound to afford to the [1][Director, Collector, the District Panchayat Officer] or other Officer or person or member of the State Legislature authorised under Section 109 or 110 such access to the property, institutions or premises of the Grama Panchayat and to all registers and records thereof and to the cash balance in custody of such Grama Panchayat as may, in the opinion of the [1][Director, Collector, the District Panchayat Officer] or such Officer or person, be necessary to enable him to discharge his duties under this Chapter.

(2) Subject to such rules as may be made in that behalf the Grama Panchayat, its Sarpanch, Naib-Sarpanch, Officers and employees shall at all reasonable times be bound to afford to the Chairman referred to in Sub-Section (2) of Section 110 such access to the registers, records and documents as may in the opinion of such Chairman be necessary for the purpose of the inspection under the said Sub-Section.

(3) Whoever contravenes the provisions of Sub-Section (1) or (2) shall, on conviction, be punishable with fine not exceeding an amount of rupees fifty and when the contravention is a continuing one with a further fine which may extend to rupees five for everyday during which the offender is proved to have persisted in committing the offence.

112. Deputation of Officers to advise Grama Panchayats :– The Collector may by general or special order direct any Officer of any of the departments of Government engaged in development work within the district to attend any meeting of the Grama Panchayat and to advise and assist such Panchayat on any matter relating to the work of the Department to which such Officer belongs.

113. Samiti to act during disability of Grama Panchayat :– Whenever in the opinion of the Collector a Grama Panchayat is unable to exercise its powers or discharge its duties or perform its functions in accordance with the provisions of this Act, or the rules made thereunder by reason of any judgment, decree or order of any Court the Collector may direct the Samiti to act on behalf of the Grama Panchayat for all or any of the purposes of this Act, so long as such disability continues and the Samiti shall, subject to such rules as may be made in that behalf, forthwith comply with the directions of the Collector.

114. Power of Sub-divisional Officer in respect of certain resolutions and orders of Grama Panchayat :– (1) The Sub-Divisional Officer may, *suo motu* or on a reference by the Sarpanch under Section 20, after

calling for an explanation from the Grama Panchayat and considering the explanation, if any, offered by the Grama Panchayat, rescind, modify or confirm any resolution or orders passed or made by the Grama Panchayat if in his opinion such resolution or order is of a nature as specified in any of the Clauses (a) to (e) of the said Section.

(2) The Sub-divisional Officer may if he deems it expendient so to do, at any time pending the disposal of the proceedings under Sub-Section (1) make all or any of the following orders and may at any time rescind or modify the same, namely :

(a) suspend the operation of the resolution or order;

(b) prohibit the doing or continuance by any person of any act, in pursuance of or under the cover of such resolution or order;

(c) direct the Grama Panchayat, to take any action which it would have been entitled to take if the resolution or order had never been made or passed and which in the opinion of the Sub-divisional Officer is necessary for preventing any person from doing or continuing to do anything under cover of the said resolution or order.

(3) The Grama Panchayat may, in accordance with a resolution passed in that behalf appeal to the Collector against the order made under Sub-Section (1) within thirty days from the date of the said order and the Collector after giving the Grama Panchayat an opportunity of being heard may cancel, modify or confirm the orders passed by the Sub-divisional Officer.

115. Suspension and removal of Sarpanch, Naib-Sarpanch and Member :– (1) If [1](1) If the State Government, on the basis of a report of the Collector or the Project Director, District Rural Development Agency, or *suo motu* are of the opinion that circumstances exist to show that the Sarpanch or Naib Sarpanch of a Grama Panchayat wilfully omits or refuses to carry out or violates the provisions of this Act or the rules or orders made thereunder or abuses the powers, rights and privileges vested in him or acts in a manner prejudicial to the interest of the inhabitants of the Grama and that the further continuance of such person in Office would be detrimental to the interest of the Grama Panchayat or the inhabitants of the Grama, they may after giving the person concerned a reasonable opportunity of showing cause, remove him from the Office of Sarpanch or Naib-Sarpanch, as the case may be.

(2) The State Government may, pending initiation of the proceeding on the basis of their opinion under Sub-Section (1), by order, for reasons to be recorded in writing, suspend the Sarpanch or Naib-Sarpanch, as the case may be, from the Office.

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1. Substituted vide O.G.E. No. 993 Notfn. No. 7703-Legis. Dt. 28.05.2001.

(3) The State Government, at any time during the pendency of proceeding under "Sub-Section (1), revoke the order of suspension of a Sarpanch or Naib-Sarpanch passed under Sub-Section (2)"

(4) A Sarpanch or Naib-Sarpanch on removal from Office under Sub-[2][Section (1)] shall also cease to be a member of the Grama Panchayat, and such person shall not be eligible for election as member for a period not exceeding four years as the State Government may specify.

(5) The provisions of this Section shall, so far as may be, apply in respect of any member of the Grama Panchayat not being a Sarpanch or Naib-Sarpanch; provided that no such member shall be liable to be placed under suspension under the said provisions.

(6) (a) Whenever the Collector is of the opinion that the Sarpanch of a Grama Panchayat has failed in convening any meeting of the Grama Panchayat within a period of three continuous months he may, after making such enquiry as he deems fit, by order, remove the Sarpanch from Office and may also declare him not to be eligible for election as member for a period not exceeding one year as he may specify in his order, and on such order being made the Sarpanch shall cease to be a member of the Grama Panchayat.

(b) Nothing contained in the preceding Sub-Sections shall apply in respect of a default as specified above.

NOTES

(i) Sec. 115(1) - Order of suspension - An elected representative like Sarpanch can be suspended only if the pre-requisite condition under Sec. 115(1) is satisfied - In this case the Collector does not indicate anywhere that the Sarpanch had wilfully violated the provisions of the Act or had wilfully omitted to do certain Act - Order of suspension cannot be sustained ***: 2001 (II) OLR 132.***

(ii) Sec. 115(6) - The Collector is required to form on opinion that the Sarpanch was in a position to convene the meeting of the Grama Panchayat but did not deliberately convene the meeting - Discretion of Collector - Section intention not that mere failure to convene meeting will attract removal even if there are circumstances justifying such failure - The word 'may' means the Collector has to consider the facts and circumstances before deriving opinion on removal ***: 2000 (I) OLR 430 : 89 (2000) CLT 720 : AIR 2000 Ori. 120.***

(iii) Secs. 115 (6) - Petitioner a Sarpanch while in custody handed-over charged to Naib-Sarpanch - On complaint by Members of the Grama Panchayat for not convening meeting for a continuous period of three months and on enquiry report submitted by District Panchayat Officer the Collector removed the Sarpanch from Office - Held, District Panchayat

1. Substituted vide O.G.E. No. 993 Notfn. No. 7703-Legis. Dt. 28.05.2001.

Officer submitted report without applying mind and without appreciating relevant facts and circumstances - Charge can be handedover by a person in custody - When Petitioner submitted charge to Naib- Sarpanch he could not be held responsible for not convening meeting ***: 2000 (I) OLR 430 : 89 (2000) CLT 720 : AIR 2000 Ori. 120.***

(iv) Sec. 115(1) - Sarpanch suspended by final order of Collector on charges of financial irregularities - Of course, the irregularities were found - But the Collector did not mention, that he was satisfied that the infration of the provisions was "wilful" - Order of suspension cannot be sustained - Moreover, a reasonable opportunity should have been given to be heard : ***1999 (II) OLR 264.***

(v) Sec. 115(1) - Suspension of Sarpanch - Natural justice - Opportunity of hearing - Not necessary ***: 1999 (II) OLR 264 : AIR 2000 Ori. 28.***

(vi) Sec. 115(1) - Suspension of Sarpanch - Validity - Charges against Sarpanch considered by Collector - However no finding recorded as to delinquency being "wilful" - Order of suspension thus liable to be quashed ***: 1999 (II) OLR 264 : AIR 2000 Ori. 28.***

(vii) Section 115 - The language of the Section contemplates commission or omission of any prejudicial act by Sarpanch or Naib-Sarpanch after he has been elected and while continuing to hold Office - There should be satisfaction about the reasons mentioned therein - It does not contemplate of acts or omissions done in the past ***: 1995 (I) OLR 173.***

(viii) Section 115 (as amended in 1991) - Suspension and removal of Sarpanch or Naib-Sarpanch - On report from Collector State Government has to scrutinise and to be satisfied regarding the reasons of activities as embodied in the Section - The notice of reasonable opportunity is to be given to show cause - After that, final action is to be taken - State Government may also disagree with the view of the Collector - State Government can suspend during pendency of proceeding or can revoke suspension : ***1994 (II) OLR 212.***

(ix) Section 115 (6) - Removal of the Sarpanch for not convening meeting of Grama Panchayat within the stipulated period and declaring him not eligible for election of member for one year - On facts and circumstance of the case, the records were not handedover to him and B.D.O. acted arbitrarily by handingover records to another person - No justification in removing him even though he made representation - Power illegally exercised ***: 1994 (II) OLR 571.***

(x) Section 115 - Collector suspends Sarpanch - Matter pending before Government - Principle of natural justice in case of removal - Government directed to make a final decision within two months ***: 78 (1994) CLT 616.***

(xi) Section 115 - Elected to the post of Sarpanch in 1992 - Initiation

1. Substituted vide O.G.E. No. 993 Notfn. No. 7703-Legis. Dt. 28.05.2001.

of surcharge proceeding prior to election - Suspension of Sarpanch on the ground of wilful omission or refusal to carryout or violation of provisions of the Act - Illegal ***: 78 (1994) CLT 662.***

(xii) Section 115 - Suspension and removal of Sarpanch - One ground was delay in convening the meeting - Secretary resigned - No other member willing to act as Secretary - B.D.O. moved and he sent one Officer who had to convene the meeting - It is not a deliberate action of the Sarpanch - The other ground was that on some dates some amounts of money were withdrawn by Secretary for quick execution of work, but amounts had been credited within a very short time - Such action cannot be said to be deliberate violation of law even though it can be an irregularity - There was no adequate reason for removal - Impugned order of removal held bad ***: 1990 (I) OLR 44.***

(xiii) Section 115 (1) - Power of Collector to suspend a Sarpanch - Collector must be satisfied on the basis of the report of the S.D.O. that the preconditions for exercise of power under the Section satisfied - Requirements to be fulfilled - Collector suspending the Sarpanch mechanically without applying his mind to the materials on record - Held, the order of suspension cannot be sustained ***: 32 (1990) OJD 106 (Civil).***

(xiv) Section 115 read with Article 226 of the Constitution of India - Reinstating Sarpanch by the State Government - Assertion of favoritism to the Sarpanch being a member of Political Party in power - No circumstance indicated in the writ Petition - It is unsafe to draw inference of favoritism ***: 65 (1988) CLT 597.***

(xv) Section 115 (1) - Meaning of word "shall" - It cannot be used as mandate - Opportunity of being heard if interpreted to be a mere formality, the Sarpanch shall lose a right to Office in violation of principle of natural justice ***: 65 (1988) CLT 597.***

(xvi) Section 115 (2) - Authority conferred upon Government has to be exercised with due care and caution - It must be satisfied and must form its opinion ***: 65 (1988) CLT 597.***

(xvii) Section 115 (2) - Material not satisfying the requirement of Section 115 (1), cannot and do not satisfy the requirements of Section 115 (2) - Show cause notice on some irrelevant grounds (as for suspension) for removal not possible and is quashed ***: 1987 (II) OLR 538.***

(xviii) Section 115 (2) - Minister's view for reinstating Sarpanch - Strong reasons should be available for quashing the order ***: 65 (1988) CLT 597.***

(xix) Section 115 (2) read with Articles 226 and 227 of the Constitution of India - View of the Government - interference by the High Court

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1. Substituted vide Orissa Act No. 9 of 2004, OGE No. 1368, Dt - 12.10.2004.
2. Substituted vide Orissa Act No. 9 of 2004, OGE No. 1368, Dt - 12.10.2004.

- Unless the High Court finds that the view to be perverse and absolutely erroneous it should not as an appellate Court re-appraise the materials and come to its own conclusion ***: 65 (1988) CLT 597.***

(xx) Section 11 5 (1) - (A) Allegation that lease of a tank was cancelled - This was done on the basis of a resolution of the Panchayat in which the Sarpanch had one Vote only - Held, he is not at fault.

(B) Sarpanch advance Rs. 100/- and there is no provision for it - Held, there is no prohibition - It is only improper and he should be advised not to repeat - This is not delinquency.

(C) Sarpanch did not call upon the Secretary to furnish Security - Held, infraction of such duty may be involuntary or omission but not wilful omission.

(D) Sarpanch retained cash with him more than the amount allowable - Held, it cannot be said wilful - He should be pulled up-One such ground can be valid ground for suspension ***: 1987 (II) OLR 391****.*

(xxi) Section 115 (1) - Order of suspension by the Collector - It infringes the right of elected representative to continue in Office - There must be circumstances existing for satisfaction of the Collector - Otherwise the order is to be stuck down as non-application of mind - Extraneous considerations should not creep in - High Court can strike down such order under Article 226 of the Constitution of India.

Held, since existence of "circumstances" is a condition fundamental on the making of an opinion, the existence of circumstance, if questioned has to be proved at least prima facie - It is not sufficient to assert the circumstances exist and give no clue to what they are because the circumstance must be such as to lead to conclusions of certain "definiteness" ***: 1987 (II) OLR 407.***

(xxii) Section 115 (1) - Power to suspend only when conditions stipulated in the provisions fully satisfied - Actions done in accordance with resolutions of the Grama Panchayat on matters within the domain of the Grama Panchayat are not relevant and germane material for exercise of such power - Sarpanch cannot be singled out and held responsible even if there be minor infirmities (though in the present case there was no infirmity to the decisions of the Grama Panchayat) - Undue interference with the affairs of the Grama Panchayat deprecated - Instances of this nature sound the death - knell of democracy at the lowest level ***: 1987 (II) OLR 538.***

(xxiii) Section 115 (1) - Suspension of Sarpanch or Naib- Sarpanch - Requirements under Section 115 are all cumulative and should have been complied - Absence of any one of them makes the order invalid ***: 1987 (II) OLR 391.***

(xxiv) Section 115 (1) - Suspension of Sarpanch - Collector must be

satisfied that delinquency was "wilful" - (Panchayat - Suspension of Sarpanch - Satisfaction of Collector) ***: 1987 (II) OLR 391 : AIR 1988 Ori. 150.***

(xxv) Section 115 (1) - The action of the Sarpanch or Naib-Sarpanch must have been "wilful" - Omission, refusal, violation or abuse must have been wilful.

Held, a mere violation, omission, refusal or abuse is not enough – Omission, refusal, violation or abuse must also be wilful – The adverb "wilfully" governs and qualities the conduct of Sarpanch, namely, that wilfully omitted, refused, violated the provisions of the Act or the rules or wilfully abused the rights and privileges vested in him or wilfully acted in a manner prejudicial to the interest of the inhabitants of the Grama Panchayat or the Grama – Unless it is found that he did so wilfully, the provision would not be attracted : ***1987 (II) OLR 391.***

(xxvi) Section 115 (1) - Suspension and removal of Sarpanch, Naib-Sarpanch and member - All the three requirements, namely (a), (b) and (c) are cumulative - If any one of the requirements is absent, the order is invalid.

Held, suspension of an elected representative is indeed a drastic action and should not be taken recourse to cursorily and in a mechanical manner – Having vested the powers with the Executive to suspend an elected representative, the Legislature provided safeguards against arbitrary exercise. All the three requirements under Section 115 (1) are cumulative Absence of any one of them, the suspension is invalid – The Collector must form an opinion on both the counts enumerated in (b) and (c) Existence of one is not sufficient - Every delinquency or lapse might not satisfy the requirements of (c) – Therefore, while bringing the tenure of an elected representative to an end either temporarily or prematurely, utmost care and circumspection ought to be exercised – Right of an elected representative to continue in Office for the full tenure should not be lightly tinkered with by the Executive : ***1986 (II) OLR 427 : 62 (1986) CLT 548.***

116. Dissolution and reconstitution of Grama Panchayat :– (1) If in the opinion of the State Government a Grama Panchayat is not competent to perform or persistently makes default in performing the duties imposed on it by law or exceeds or abuses its powers they may, by notification published in the prescribed manner, direct that the Grama Panchayat be dissolved [1][* * *]

[1][* * *]

(2) Before publishing a notification under Sub-Section (1) the State Government shall communicate to the Grama Panchayat the grounds on which they propose to take action, fix a reasonable period for the Grama Panchayat to show cause against the proposal and consider the explanations and objections, if any, of such Grama Panchayat.

(3) Upon the Publication of such notification all the members of the Grama Panchayat including its Sarpanch and Naib-Sarpanch shall forthwith be deemed to have vacated their Offices as such and fresh elections shall be held in the prescribed manner.

(4) During any interval between the dissolution and the reconstitution of the Grama Panchayat [2][under this Section,] all or any of the powers and duties of the Grama Panchayat and its Sarpanch may be exercised and discharged in such manner and to such extent as the State Government may determine by the Chairman of the Samiti.

117. Supersession of Grama Panchayat :– (1) If after the fresh election held under the last preceding Section the Grama Panchayat continues to be incompetent to perform or abuse its powers, the State Government for all or any of the reasons specified in Sub-Section (1) of Section 116 may, by notification published in the prescribed manner, supersede it for a specified period [3][and may, in like manner by stating reasons therefor, extend such period from time to time so, however, that the total period of supersession does not exceed six months.]

(2) Before publishing a notification under Sub-Section (1) the State Government shall follow the procedure laid down in Sub-Section (2) of Section 116.

(3) The supersession of a Grama Panchayat shall, if no other date or time is fixed in the said notification, take effect from the date of Publication thereof and thereupon all the members of the Grama Panchayat including its Sarpanch and Naib-Sarpanch shall forthwith be deemed to have vacated their Offices.

(4) [1][* * *]

(5) The provisions of Sub-Section (4) of Section 116 shall during the period of supersession of a Grama Panchayat and till its reconstitution apply so far as may be in regard to the exercise and discharge of all or any of the powers and duties of the Grama Panchayat and its Sarpanch.

(6) The State Government may reconstitute the Grama Panchayat before the expiry of the period notified under Sub-Section (1) [1][* * *]

(7) The term of Office of a Grama Panchayat at reconstituted in pursuance of the provisions of Section 116 or this Section, as the case may be, shall expire with the date on which the term of Office of the Grama Panchayat would have expired had it not been dissolved or superseded.

118. Devolution of assets on dissolution or supersession :– When a Grama Panchayat is dissolved under Section 116 or superseded under Section 117 the Collector, until the date of reconstitution thereof, and the reconstituted Grama Panchayat thereafter, shall be entitled to all the assets and shall be subject to all the liabilities of the Grama Panchayat as on

the date of dissolution or supersession, and on the date of reconstitution, respectively.

119. Collector's power to take action on the default of Grama Panchayat or its Sarpanch :– (1) If at any time it appears to the Collector that a Grama Panchayat or its Sarpanch has made default in performing any duty imposed by or under this Act, or any other law for the time being in force, he may, in consultation with the Samiti, by order in writing, fix a period for the performance of such duty.

(2) If such duty is not performed within the period so fixed the Collector may direct to Samiti to perform it and may also direct that the expenses of performing it shall be paid from out of the Grama Fund within such time as the Collector may fix to the Samiti.

(3) If the expenses directed under Sub-Section (2) are not paid within the time so fixed the Collector may make an order directing the person having the custody of the Fund to pay it in priority to any other charge, against such Fund.

(4) Such person shall, so far as the balance to the credit of the Grama Fund admits, be bound to comply with such order.

120. The State Government may, *suo motu,* at any time or on application received from any party interested within ninety days from the passing of the order review any order passed under Section 115, 116 or 117 it was passed [1][***] under any mistake, whether of fact or of law, or in ignorance of any material fact:

Provided that the State Government shall not pass any orders prejudicial to any party unless such party has had an opportunity of making a representation.

121. Power of Sub-divisional Officer to recover records and money :– (1) Where on the application of a Grama Panchayat the Sub-divisional Officer is of the opinion that nay person, who in the capacity of a member, Sarpanch, Naib-Sarpanch or Officer or other employee of the Said Grama Panchayat had in his custody any record or money belonging to it, after his removal or suspension from or the termination of his Office is not likely to deliver such record or pay such money, the Sub-divisional Officer may, by a written order, require that the record or money so detained be delivered or paid to the Grama Panchayat forthwith.

(2) If any such person as aforesaid shall not deliver the record or pay the money as directed, it shall be lawful for the Sub-divisional Officer-

(a) for recovering such money, to direct that such money be recovered as an arrear of land revenue and on such direction being given such money shall be recoverable as arrear of land revenue from such person; and

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1. Substituted vide OGE No. - 156/10.02.09 Notif. No. 2219/1-Legis 52/08 Dt. 10.02.09

(b) for recovering any such record to issue a search warrant and to exercise all such powers with respect thereto as may be lawfully exercised by a Magistrate under the provisions of Chapter VII of the Code of Criminal Procedure, 1898 (5 of 1898).

(3) No action under Sub-Section (1) or (2) shall be taken unless reasonable opportunity has been given to the person concerned to show cause why such action should not be taken against him.

CHAPTER - XII

ESTABLISHMENT AND CONDUCT OF BUSINESS

"122. Executive Officer of Grama Sasan :– (1) There shall be an Executive Officer, for every Grama Sasan who shall,–

(a) maintain the records of the proceedings of the meetings of Grama Panchayats;

(b) remain in custody of all such records and documents, cash and valuable securities belonging to or vested in or under the direction, management or control of the Grama Sasan as may be prescribed; and

(c) exercise such other powers, discharge such other duties and perform such other functions as may be prescribed.

[1]["(2) The V.L.Ws working in a district shall, for the purpose of sub-section (1), act as Executive officers within the local area of such Grama or Gramas as may be assigned to them by the Collector.

Explanation - For the purpose of sub-section (2), the expression 'V.L.Ws' means Village Level Workers appointed by the Collector for implementing different development schemes relating to different levels of Panchayats in the State.'; and

"(3) Subject to the proisions of sub-section (1), the Executive Officer shall function under the control and superision of the Grama Panchayat".

NOTES

Sec. 122 - Post of Secretary of Grama Panchayat – Selection for – Examination – Resolution of Grama Panchayat Providing that examination to be conducted by nominated members of Board only– Examination conducted by persons who were not nominated members of Board – Participation of nominated members of Board in process of question setting was also doubtful– Directions given to hold the examination afresh : ***1999 Lab.***

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1. *Omitted vide Orissa Act No. 9 of 1991.*
2. *Substituted ibid.*
3. *Added vide Orissa Act No. 9 of 1991.*

I. .C. 2934 (Ori.).

"123. Secretary and other employees of Grama Sasan :– (1) Subject to such general or special order as may be made in this behalf by the State Government, a Grama Panchayat may appoint a Secretary and such other employees for the Grama Sasan as may be necessary for enabling the Grama Panchayat to perform its functions who shall discharge such duties and perform such functions as may be prescribed.

(2) The expenditure on remuneration or allowances of the Secretary and other staff appointed, if any, under Sub-Section (1) shall be borne by the Grama Panchayat.

(3) Notwithstanding anything to the contrary in Sub-Section (1) any person appointed as a Secretary prior to the commencement of the Orissa Grama Panchayats (Amendment) Act, 2004 shall be deemed to have been appointed as such under the said Sub-Section and he shall continue to receive the remunerations and other financial benefits, if any, as were admissible to him prior to such commencement."

124. Meeting :– (1) The Grama Panchayat in the transaction of its business shall follow the procedure provided in this Act and the rules made thereunder.

(2) The Grama Panchayat shall meet for the disposal of its business at least once every month and may hold special meetings whenever circumstances so require.

(3) Without prejudice to the provisions of Section 19 and subject to the rules made in that behalf, the Collector or any other Officer empowered by him or not less than one-third of the members of the Grama Panchayat may requisition and call for special meetings of the Grama Panchayat.

(4) The quorum at any meeting, the manner or conduct of business and maintenance of the record of the proceedings at any such meeting shall be as may be prescribed.

[1][(5) The Collector or such other Officer or person authorised in that behalf by the State Government shall have the right to take part in the proceedings at any meeting of the Grama Panchayat or a Committee thereof, but shall not be entitled to Vote at any such meeting:]

Provided that the persons referred to in Clause (a) shall also be entitled to a notice of all such meetings.

[1][(6) The members of the Samiti elected under clause (b) of Sub-Section (1) of Section 16 of the Orissa Panchayat Samiti Act, 1959 from the concerned Grama shall take part in the proceedings at any meeting of the Grama Panchayat in relation to the said Grama except the meeting convened under Section 24 of the Act but shall not be entitled to Vote at

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1. Omitted ibid.

any such meeting.]

125. Committees :– (1) For the efficient discharge of its functions the Grama Panchayat shall constitute Standing Committees whose number, composition, powers and functions and the procedure for the conduct of business shall be as may be prescribed.

(2) Subject to the rules as may be made in that behalf a Grama Panchayat may from time to time constitute such other Committees to assist it in the discharge of any specified duties or Class of duties for such specified periods as the Grama Panchayat may deem it expedient.

(3) The State Government shall have the power to specify the number of persons as may be co-opted from outside by the Grama Panchayat to any Standing Committee or other Committees.

126. Joint Committees :– (1) Subject to such rules as may be prescribed, two or more Grama Panchayats may combine by means of a written instrument subscribed by them, to appoint a Joint Committee consisting of their representatives for the purpose of transacting any business in which they are jointly interested and may–

(a) delegate to such Committee, powers with such conditions as they may think proper to impose, to frame schemes binding on each such Grama Panchayat as to the construction and future maintenance of any joint work and the power which may be exercised by any such Panchayat in relation to such scheme; and

(b) frame or modify rules regarding the constitution of such Committee and the term of Office of members thereof and the method of conducting proceedings and correspondence thereof.

(2) If any difference of opinion arises amongst the Grama Panchayats acting under this Section, it shall be referred to the prescribed authority whose decision thereon shall be final.

127. Vacancy not to invalidate proceedings :– No act or proceedings of the Grama Sasan or Palli Sabha or of the Grama Panchayat or any of the Committees shall be deemed to be invalid by reason merely of the existence of any defect in the Constitution of the Grama Sasan or Palli Sabha or of the existence of any vacancy in or defect in the constitution of the Grama Panchayat or any Committee thereof, or any vacancy in the Office of the Sarpanch or Naib-Sarpanch, or by reason of any defect, error, omission or irregularity in the Election or Nomination of the Sarpanch, Naib-Sarpanch or any other member of such Grama Panchayat.

CHAPTER - XIII

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1. *Omitted vide Orissa Gazette Ext. No. 426.18.4.1994-Notfn. No. 6139-Legis./18.4.1994.*

PENALTIES AND PROCEDURE

128. Penalty for infringement of the provisions of the Act :– Whoever contravenes any of the provisions of this Act, or fails to comply with any notice or direction lawfully given to him or any requisition lawfully made upon him under or in pursuance of the said provisions, shall, in the absence of any express provision in that behalf and without prejudice to any other liability under any of the other provisions of this Act, be, on conviction punishable with fine not exceeding an amount of rupees twenty-five and when the contravention or non-compliance is a continuing one with a further fine which may extend to one rupee for every day after the first conviction during which an offender is proved to have persisted in committing the offence.

129. Penalty for infringement of rules and bye-laws :– In making a rule, the State Government and in making a bye-law the Grama Panchayat with the sanction of the prescribed authority, may direct that a breach of it shall be punishable with fine, which may extend to ten rupees and when the breach is a continuing one with a further fine which may extend to one rupees for every day after the date of the first conviction during which the offender is proved to have persisted in the commission of the offence.

130. Penalty for tampering with Grama Panchayat's Property :– (1) Whoever removes, displaces or makes an alteration in or otherwise interferes with the pavement, gutter or other materials of a Public street, or the fences, walls or posts thereof, or bracket, direction-post, stand-post, hydrant or property of the Grama Sasan without the written sanction of the Grama Panchayat or other lawful authority shall be punishable with fine which may extend to ten rupees.

(2) If through an act, neglect or default, on account whereof a person has incurred a penalty imposed by Sub-Section (1) and has caused any damage to the property of a Grama Sasan such person shall also be liable to make good such damage as well as to pay such penalty, and the damages may be recovered from the offender in accordance with the provisions of this Act.

131. Disobedience to notice issued :– Save as otherwise expressly provided in this Act and without prejudice to any other liability that may be incurred thereunder if a notice has been given to a person under the provisions of this Act or any rule or bye-law made thereunder requiring him to execute a work in respect of any property movable or immovable, Public or Private, or to provide or to do anything within a time specified in the notice and such person fails to comply with the Notice, then the Grama Panchayat may, after giving the person an opportunity of making a representation, cause such work to be executed or such thing to be provided or done, and may recover all expenses incurred by it on such account from the said person in accordance with the provisions of this Act.

132. Notice not to be invalid for defect of form :– No notice shall be invalid for defect of form.

NOTES

Sec. 132 (3) - Orissa Grama Panchayat Rules - Rule 216 - Removal of Secretary from service - Charge-sheet not served - Opportunity to show cause not provided - Violation of mandatory provisions of Rule 216 - Termination not sustainable : ***1996 (II) OLR 661 : 1997 Lab. I.C. 476.***

133. Appeal :– (1) Save as otherwise provided in this Act or the rules made thereunder, any person aggrieved by an order or direction made or issued by a Grama Panchayat under this Act or under any rule or bye-law may, within thirty days from the date of such direction or order, appeal to the Sub-divisional Officer, who may vary, set aside or confirm the said order or direction.

(2) Any person aggrieved by an order made under Sub-Section (1) may, within thirty days from the date of the order, prefer a second appeal to the Collector, who may vary, set aside or confirm the said order.

(3) The appellate authority may, if he thinks fit, extend the period allowed by Sub-Section (1) or (2), as the case may be, for filing an appeal.

(4) The appellate authority shall have power to award costs at his discretion.

(5) The orders passed in an appeal under Sub-Section (1) or (2), as the case may be, shall be final.

134. Finality of orders :– No order or direction referred to in the preceding Section shall be questioned in any other manner or by any authority other than the authority provided therein.

135. Suspension of prosecution in certain cases :– When an order or direction of the kind specified in Section 133 is subject to appeal and an appeal has been filed, all proceedings to enforce such order or direction and all prosecution for a breach thereof may, by order of the appellate authority, be suspended pending the decision of the appeal.

136. Power to compound offence :– (1) Subject to such rules as may be prescribed a Grama Panchayat may, either before or after the institution of proceedings, compound an offence against this Act or any rule or bye-law made thereunder.

(2) When an offence has been compounded no further proceedings shall be taken against the offender in respect of the offence so compounded.

(3) All sums paid by way of compensation under this Section shall be credited to the Grama Fund.

137. Entry and inspection :– The Sarpanch of any Grama Panchayat

1. *Substituted vide Orissa Gazette Ext. No. 426/18.04.1994-Notfn. No. 6139-Legis./18.04.1994.*

and any other member, Officer or servant thereof specially authorised in this behalf by the Grama Panchayat may enter into or upon any building or land, with or without assistants or workmen, in order to make an inspection or survey or to execute a work which a Grama Panchayat is authorised by this Act or by rules or bye-laws made thereunder, to make or execute, or which it is necessary for a Grama Panchayat for any of the purposes or in pursuance of any of the provisions of this Act or of the rules or bye-laws to make or execute :

Provided that–

(a) except when otherwise expressly provided in this Act or in the rules or bye-laws no such entry shall be made between the hours of sunset and sunrise;

(b) except when otherwise expressly provided in this Act or in the rules or bye-laws no building which is used as a human dwelling shall be so entered upon except with the consent of the occupier thereof without giving the said occupier not less than four hours' previous written notice of the intention to make such entry;

(c) sufficient notice shall in every instance be given even when any premises may otherwise be entered without notice to enable the inmates of an apartment set apart for females to remove to some part of the premises where privacy shall no be disturbed; and

(d) due regard shall always be paid to the social and religious usages of the occupation of the premises entered.

138. Suits against Grama Panchayats or their Officers :– (1) No suit or other legal proceedings shall be instituted against a Grama Sasan or a Grama Panchayat or against member, Sarpanch, Naib-Sarpanch, Officer or other employee of the Grama Panchayat or against any person acting under its or his direction for anything done or purporting to have been done under this Act, until the expiration of one month next after notice in writing has been, in the case of Grama Sasan or Grama Panchayat, delivered in or left at the Office of the Panchayat and in the case of a member, Officer or Servant or any person acting under his direction or the direction of the Grama Panchayat, delivered to him or left at his Office or place of residence, explicitly stating the cause of action, the nature of the reliefs sought, the amount of compensation, if any, claimed and the name and place of residence of the intending plaintiff; and the plaint shall contain a statement that such notice has been so delivered or left.

(2) If the Grama Panchayat, members, Sarpanch, Naib-Sarpanch, Officer or other employee or the person as aforesaid has tendered amends, sufficient in the opinion of the Court to the plaintiff, the plaintiff shall not recover any sum in excess of the amount so tendered and shall also pay all costs incurred by the defendant after such tender.

(3) No suit or other legal proceeding referred to in Sub-Section (1) shall be instituted after the expiry of a period of six months from the date of the accrual of the alleged cause of action.

NOTES

(i) Section 138 - Notice under Section 138 not necessary for prosecution of Sarpanch.

Held, Section 138 of the Act deals with the suits or other legal proceedings using the expression, cause of action, the nature of relief sought, the amount of compensation and plaint – The words underlined are common words used in civil proceedings and not in prosecution Section 139 of the Act refers to "suits or prosecution" When the Legislature in the same statute used the words "suit", "legal proceeding", "prosecution", each word is to be given its own meaning and omission of the word from a particular provision in the statute is not to be lightly brushed aside : ***1986 (I) OLR 137 : 1986 Cr LJ 1025.***

(ii) Section 138 (1) – Notice before institution of legal proceeding against an employee of Grama Panchayat necessary only if the act done or purported to have been done under the Act : ***1984 (I) OLR 1073.***

139. Protection to Grama Panchayats :– (1) No suit or prosecution shall be entertained in any Court against a Grama Sasan or Grama Panchayat or the Sarpanch, Naib-Sarpanch or any other member or Officer or other employee thereof or any person acting under its or his direction in respect of anything in good faith done or intended to be done under this Act or any rule or bye-laws made thereunder.

NOTES

Section 139 - Sarpanch acting what is prohibited under law-He cannot take advantage of protection of having done in good faith.

Held, there being specific prohibition under the rules, the act cannot be said to have been done in good faith - Therefore, the protection under Section 139 of the Act is also not available to the respondent in this case : ***1986 (I) OLR 137 : 1986 Cr LJ 1025.***

140. Duties of Police in respect of offences and assistance to Panchayats :– Every Police Officer shall give immediate information to the Grama Panchayat of an offence coming to his knowledge which has been committed against this Act or any rule or bye-laws made thereunder and shall assist all members and Servants of the Grama Panchayat in the exercise of their lawful authority.

141. Penalty for failure to handover charge by ex-Sarpanch and others :– (1) Whoever after ceasing to hold Office as Sarpanch, Naib-Sarpanch, Member, Officer or other employee of the Grama Panchayat and having remained in possession at the time of such cessation, of any docu-

ment, cash, valuable security or other property which or the custody whereof lawfully belongs to the Grama Sasan, without sufficient cause fails to deliver up the same within seven days from the date of such cessation–

(a) in the case of the Sarpanch, to his successor in Office or to the Collector or any other person authorised by him in that behalf; and

(b) in any other case to the Sarpanch or any employee of the Grama Panchayat authorised by the Sarpanch in that behalf,

shall without prejudice to any other liability under this Act or any other law for the time being in force, on conviction, be punishable with rigorous imprisonment for a term which may extend to three months or with fine which may extend to one thousand rupees or with both.

(2) The offence under Sub-Section (1) shall be cognizable.

(3) The person convicted under Sub-Section (1), if he had been the Sarpanch, Naib-Sarpanch or Member, shall notwithstanding anything contained in this Act be disqualified for a period of five years from the date of such conviction for being chosen as or continuing to remain a member of the Grama Panchayat.

Explanation – For purposes of this Section–

(a) *"Successor in Office"* shall include any succeeding Sarpanch or any other person exercising the powers of the Sarpanch under the provisions of this Act or the rules made thereunder; and

(b) *"Document"* and *"Valuable Security"* shall have the same meaning as defined in Sections 29 and 30 respectively of the Indian Penal Code (45 of 1860).

CHAPTER - XIV

MISCELLANEOUS

142. Delegation of Powers :– The State Government may, by notification from time to time, direct that any of their powers and functions under this Act, subject to such conditions and restrictions as they may impose, and except the powers conferred on them by Sections 3, 71, 73, 81, 100, 109,115, 116, 117, 120, 150, 151 and 152 shall be exercised or discharged by any Officer or authority subordinate to the State Government.

143. Members and Servants of Grama Panchayat to be Public Servants :– All members of a Grama Panchayat or of any Committee thereof constituted under this Act and all Officers and other employees of a Grama Panchayat, every contractor or agent appointed by it for collection of any tax, toll, rates or fees and every person employed by such contractor or agent, shall be deemed to be Public Servants within the meaning of Sec-

tion 21 of the Indian Penal Code (45 of 1860) and in the definition of "legal remuneration" in Section 161 of the said Code, the word "Government" shall for the purpose of this Section, be deemed to include a Grama Sasan and a Grama Panchayat.

NOTES

Section 143-A Sarpanch is a Public servant and is employed in connection with the affairs of the State-Not removable by any authority other than the State : ***1986 (I) OLR 137 : 1986 Cr LJ 1025.***

144. Responsibility of the member for misappropriation of Grama Fund :– Every member, Sarpanch and Naib-Sarpanch and every member of any Committee constituted under this Act shall be personally liable for the misapplication of any Fund or property of the Grama Sasan to which each has been a party or which has happened through or being felicitated by gross neglect of his duty as a member, Sarpanch or Naib-Sarpanch, as the case may be, and may be used for recovery of the money or property so misapplied or loss suffered thereby either by the Grama Sasan or by the State Government.

145. Liability of Officers and employees for misappropriation of Fund :– Every Officer or other employee of the Grama Sasan shall be personally liable for the loss, waste, misappropriation or misapplication of any money or other property held for the Administration of the Grama Sasan where such loss, waste, misappropriation or misapplication is a direct consequence of his neglect or misdconduct in his capacity as a Servant of the Grama Sasan and a suit for compensation for the same may be instituted against him either by the Grama Panchayat or by the State Government.

146. Settlement of disputes between different Grama Sasans and between Grama Sasan and other local authorities :– (1) Notwithstanding anything in any other law for the time being in force disputes in respect of any matter arising under the provisions of this Act or any other law–

(a) between two or more Grama Sasans–

  (i) if within the same Block shall be decided by the Samiti;

  (ii) if within different Blocks in the same district shall be decided by the Parishad;

  (iii) if within different districts shall be decided by the Revenue Divisional Commissioner having jurisdiction or such Commissioner as may be authorised by the State Government in that behalf;

(b) between one or more Grama Sasans and any other local authority–

  (i) if within the same districts shall be decided by the Collector;

(ii) if within different district shall be decided by the Revenue Divisional Commissioner having jurisdiction or such Commissioner as may be authorised by the State Government in that behalf.

(2) An appeal against the decision of the Samiti, Parishad, or Revenue Divisional Commissioner, as the case may be, under Sub-Section (1) shall respectively lie to the Collector, Revenue Divisional Commissioner and the State Government and an appeal against the decision of the Collector shall lie to the Revenue Divisional Commissioner; and all such appeals shall be preferred within thirty days from the date of such decision.

(3) The decisions made under Clauses (a) and (b) of Sub-Section (1) shall, subject to the decisions in appeal under Sub-Section (2), be final.

(4) No suit shall be entertained by a Civil Court in respect of any dispute referred to in Sub-Section (1).

147. Disposal of Claims – (1) Save as otherwise expressly provided in this Act where any dispute arises between the Grama Sasan and any person as regards the ownership of or interest in any property vested in or under the management, direction or control of the Grama Sasan, the Grama Panchayat shall give such person an opportunity of being heard and decide by order giving reasons therefor to be recorded in writing, whether the ownership of or interest in such property is to be treated as that of the Grama Sasan.

(2) Any person aggrieved by an order under Sub-Section (1) may appeal to the prescribed authority within the time and in the manner as may be prescribed.

(3) Any such person dissatisfied with the order in the appeal, if any under Sub-Section (2) may within six months from the date of such order institute a suit in a Court of competent jurisdiction for establishment of his rights, if any.

(4) The order under Sub-Section (1) shall, subject to the order under Sub-Section (2) or the decision of the Court, it any, as the case may be, be final.

148. Reconstitution of Grama :– (1) Where a new Grama is constituted by the inclusion in one Grama or a part of another Grama–

(a) the new Grama Panchayat for the new Grama shall comprise of–

(i) the members of the Grama Panchayat of the Grama whose area is increased;

(ii) the Sarpanch and Naib-Sarpanch of the said Grama Panchayat who shall hold Office as such in the new Grama Panchayat; and

(iii) the members of the Grama Panchayat of the Grama whose area is reduced, representing the area by which

it is so reduced;

and the term of Office of the new Grama Panchayat shall be the remainder of the term of the Grama Panchayat referred to in Sub-clause (i);

(b) the members specified in Sub-clause (iii) of Clause (a) shall cease to be members of the Grama Panchayat of the Grama whose area is reduced and if there is a consequential reduction in the total membership in the Grama Panchayat below the minimum required under this Act the Collector may redelimit the words;

(c) upon such redelimitation being made the Sarpanch, Naib-Sarpanch and other Members of the Grama Panchayat shall be deemed to have vacated their Offices and the Grama Panchayat shall be reconstituted in the same manner as if it were a Grama Panchayat to be constituted for the first time; and

(d) when a Grama Panchayat is reconstituted under Clause (c) the Collector, until the date of reconstitution thereof, and the reconstituted Grama Panchayat thereafter, shall be entitled to all assets and shall be subject to all the liabilities of the Grama Panchayat as on the date of redelimitation and on the date of reconstitution, respectively.

(2) Where a new Grama is constituted by the amalgamation of two or more Gramas–

(a) the members of the Grama Panchayats of all such Gramas together shall, notwithstanding the maximum number provided by this Act, constitute the Grama Panchayat for the new Grama and shall elect its Naib-Sarpanch; and

(b) for the purpose of computation of the terms of Office, the members constituting the Grama Panchayat of the new Grama shall be governed by the provisions of Section 17 as if the Grama Panchayat were constituted for the first time :

Provided that the persons holding Office as Sarpanch of the Grama Panchayats so amalgamated shall cease to hold such Office and the Sarpanch of the new Grama Shall be elected in accordance with the provisions of Section 10.

(3) Where an area not within a Grama is included within a Grama, the Constitution of the Grama Panchayat shall be as the State Government may by general or special order direct.

(4) If the whole of the area within a Grama is included in a Municipality or a Notified Area, the Grama Sasan shall cease and the Grama Panchayat Constituted therefor shall stand abolished.

149. Matters ancillary to abolition or reconstitution of Gramas – (1)(a) Whenever the State Government, decide upon a general re-organisation

of the Gramas within the State they may for the said purpose by order direct all steps to be taken in accordance with this Act and the rules made thereunder in the matters of redelimitation of Gramas, division thereof into wards and for the Constitution of Grama Panchayats for such Gramas.

(b) The redelimitation, division and Constitution made in pursuance of an order under Clause (a) shall not affect the constitution of the existing Grama and Grama Panchayats but shall have effect only on the date following the date of expiry of the term, or, as the case may be, extended term of Office of the existing Grama Panchayats and the new Grama Panchayats shall enter Office on the date earlier mentioned.

(2) The State Government may, as in their opinion the expediency of the circumstances requires, by general or special order in that behalf provide for all or any of the following matters, arising out of or in relation to the abolition or reconstitution of Gramas, namely :

(a) amalgamation, allegation utilisation or apportionment of assets and liabilities and procedure for enforcement of rights and obligations in relation thereto;

(b) continuance or termination of or alterations in the conditions of service of Officers and Servants of such local authorities immediately before such abolition or reconstitution and the allocation of such persons to the different bodies thereafter;

(c) reorganisation and constitution of the Committees, their functions, or term of Office of the members thereof as were there prior to the abolition or reconstitution; and

(d) any matter necessary, ancillary or incidental to such abolition or reconstitution for which this Act makes no provision or makes insufficient provision and provision in the opinion of the State Government is necessary.

(3) The Provisions of Section 148 and of this section shall have effect notwithstanding anything to the contrary in any of the other provisions of this Act or the rules made thereunder.

150. Power to make Rules – (1) The State Government may, after previous publication, make rules not inconsistent with the provisions of this Act to carry out all or any of the purposes thereof and prescribe forms for any matter for which they consider that a form should be provided.

(2) In particular and without prejudice to the generality of the foregoing powers such rules may provide for–

(i) regulating the duties, functions and powers of a Grama Panchayat;

(ii) generally determining relations between Parishads, Samitis and

Grama Panchayats and for the guidance of Grama Panchayats in all matters connected with the carrying out of the provisions of this Act;

(iii) fees payable in respect of applications, including applications for appeal, review or revision that may be filed before different authorities under the provisions of this Act;

(iv) any matter which has to be or may be prescribed under this Act.

(3) All rules made under this Section shall be laid before the Legislative Assembly as soon as possible after they are made for a total period of fourteen days which may be comprised in one or more sessions and shall be subject to such modifications as the Assembly may make during the said period.

151. Power to make bye-laws – (1) Subject to such rules as may be made the Grama Panchayat may with the approval of the State Government make bye-laws for carrying out any of the purposes for which it is constituted.

(2) The State Government shall have power to make rules regarding the procedure for making of bye-laws, the publication thereof and the date on which they shall come into effect.

152. Issue of order and removal of difficulties – (1) The State Government may from time to time with a view to ensure the proper functioning of the Grama Sasans, Palli Sabhas and Grama Panchayats and the proper implementation of the provisions of this Act and the rules made thereunder issue such administrative orders, directions and instructions as they deem fit not inconsistent with the aforesaid provisions for the guidance of the aforesaid bodies.

(2) Without prejudice to the provisions of Sub-section (1), if any doubt or difficulty arises in giving effect to the provisions of this Act, the State Government may, as occasion may require, do anything which appears to them necessary for the purpose of removing the doubt or difficulty.

153. Repeals – (1) The Orissa Grama Panchayats Act, 1948 (Orissa Act 15 of 1948) (hereinafter referred to as the said Act) is hereby repealed :

Provided that–

(a) repeals or amendments of any other enactment by the said Act shall continue to have force and effect as fully and effectively as if such repeals or amendments had been done by virtue of this Act;

(b) Gramas, Grama Sasans, Grama Panchayats, Committees and

Grama Funds constituted under the said Act shall be deemed to have been constituted under this Act;

(c) members, Sarpanches and Naib-Sarpanches holding Office in a Grama Panchayat immediately before the date of commencement of this Act shall continue to hold Office after the said date and shall, subject to the notification, if any, issued under the provision to Sub-Section (2) of Section 17 cease to hold such Office, with effect from the 15th day of August, 1965 subject however that provisions relating to disqualification, resignation, and removal and to supersession and dissolution of the Grama Panchayat shall be as provided in this Act;

(d) all rules and bye-laws and orders made, notifications and Notices issued, licences and permits granted, taxes, rates, tolls and fees levied, imposed or assessed, contracts entered into, suits and proceedings instituted and all actions taken and things done under the said Act shall be deemed to have been respectively made, issued, granted, levied, imposed or assessed entered into, instituted, taken or done under this Act and shall continue in force until new provisions are made under the appropriate provisions of this Act;

(e) the provisions in respect of the Panchayat Police and Adalti Panchayat contained in Chapters VI and VII of the said Act, and in Schedules II and III thereto shall, subject to the provisions of Section 154 continue to apply as if enacted in this Act :

Provided further that elections for filling up a vacancy if any, arising prior to the 15th day of August, 1965, in respect of any Office of a Member, Sarpanch or Naib-Sarpanch in a Grama Panchayat and elections declared by the State Government to be necessary for constituting a Grama Panchayat and bringing it into Office at any time prior to the said date shall be held in accordance with the provisions of the said Act and the rules made thereunder.

(2) In the Orissa Panchayat Samiti and Zilla Parishad Act, 1950 (Orissa Act 7 of 1950) Section 23 shall be omitted.

(3) In the Orissa Zilla Parishad (Amendment) Act, 1961 (Orissa Act 24 of 1961) Section 49 shall be omitted.

154. Savings in respect of Panchayat Police and Adalti Panchayat – (1) All rules, orders, bye-laws, notices or notifications made or issued under the said Act in respect of matters relating to the Panchayat Police and the Adalti Panchayats specified in Clause (e) of the First proviso to Sub-Section (1) of Section 153 shall continue to apply as if made or issued under this Act and may by like instruments made or issued thereunder, be cancelled, altered or modified or as the case may be, made or issued for

the first time for any of the said purposes by the corresponding authority or in case of doubt or difficulty by such authority as the State Government may direct.

(2) Without prejudice to the generality of Sub-section (1) the provisions thereof shall in particular apply in respect of rules, orders, bye-laws, notices or notifications in respect of the following matters, relating to the Panchayat Police and the Adalti Panchayat, namely :

(a) constitution, establishment, funds and expenses in relation to the Panchayat Police or Adalti Panchayat;

(b) meetings and conduct of business of Adalti Panchayats procedure for the conduct of elections of members thereof and filling up of vacancies therein;

(c) fees including Court-fees leviable by or in relation to any instrument, proceeding or matters before the Adalti Panchayats;

(d) Procedure for execution of decrees, orders, sentences passed by Adalti Panchayats and for issue, service and execution of processes thereof;

(e) appropriation to the Grama Funds or fees paid to Adalti Panchayats; and

(f) any matter ancillary or incidental to matters covered by the foregoing clauses.

(3) All fines realised in cases tried by the Adalti Panchayats shall be credited to and all expenses thereof and of the Panchayats Police be charged to the Grama Funds; provided that in case of the Adalti Panchayat the expenses shall be charged to the Grama Fund of each Grama Sasan within the circle in equal shares.

(4) All members of the Adalti Panchayat shall be deemed to be Public Servants within the meaning of the Indian Penal Code (45 of 1860); the provisions of the Judicial Officers' Protection Act, 1850 (18 of 1850) shall apply to them; and they shall be subject to the provisions relating to disqualification as provided in this Act in respect of the members of a Grama Panchayat.

(5) The President of the Adalti Panchayat may resign his Office by writing under his hand addressed to the Collector, who within fifteen days of the receipt thereof shall nominate one of the Panchayats to carry on the duties of the President till a new President is elected and upon such nomination being made the President shall be deemed to have vacated Office.

(6) Members of the Orissa State Legislative Assembly and such other Officers as may be nominated by the State Government shall be visitors, *ex officio*, of an Adalti Panchayat.

(7) Every Police Officer shall assist the members and servants of the Adalti Panchayats in exercise of their lawful authority.

(8) [1][Civil Judge (Junior Division)] with reference to an Adalti Panchayat shall mean the [1][Civil Judge (Junior Division)] having local jurisdiction in the area in respect of which such Adalti Panchayat is constituted.

SCHEDULE

Tax on vehicles

[*See* Section 83 (b)]

	Tax per half year Rs. P.
For every four-wheeled carriage drawn by horse	9.00
For every two-wheeled vehicle including a cart, Jhatka and Tanga but excluding a bicycle	4.00
For every bicycle	1.50
For every rickshaw	1.50
For every cycle-rickshaw	3.00

[*]**Repeal and Savings** – (1) The Orissa Grama Panchayats (Second Amendment) Ordinance, No. 4 of 1993 is hereby repeated,

(2) Notwithstanding such repeal, anything done or any action taken under the principal Act as amended by the said Ordinance shall be deemed to have been done or taken under the principal Act as amended by this Act.

[**]**Repeal and Savings** – (1) The Orissa Grama Panchayats (Amendment) Ordinance, 1994 is hereby repealed.

(2) Notwithstanding such repeal, anything done or any action taken under the principal Act as amended by the said Ordinance shall be deemed to have been done or taken under the principal Act as amended by this Act.

[***]**[Saving** – The amendments made by this Act shall not apply to the law in force in the Scheduled Areas referred to in Clause (7) of Article 244 of the Constitution.

(1) Repeal and Savings – The Orissa Grama Panchayats (Amendment) Ordinance, 1995, is hereby repealed.

(2) Notwithstanding such repeal, anything done or any action taken under the principal Act as amended by the said Ordinance shall be deemed to have been done or taken under the principal Act as amended by this Act.

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PANCHAYATI RAJ (G.P.) DEPARTMENT

NOTIFICATION

The 4th August 2014

No. 12544--17-SEC-18/1002--Whereas, the draft of the Odisha Grama Panchayat Rules, 2014 which the State Government Propose to make was published as required by Sub-Section (1) of Section 150 of the Odisha Grama Panchayat Act, 1964 (Odisha Act 1 of 1965), in the Extra ordinary issue No.314 of the Odisha Gazettee dated the 23rd February, 2013 as SRO No.114/2013 inviting objections and suggestions from persons likely to be affected thereby till the expiry of a period of thirty days from the date of publication of the said notification in the Odisha Gazettee;

And whereas, suggestions in respect of the said draft has been received during the stipulated period which is duly considered by the State Government;

Now, therefore, in exercise of the powers conferred by section 150 of the said Act, the State Government do hereby make the following rules, namely:-

1. **Short Title and Commencement** (1) These Rules may be called The Odisha Grama Panchayat Rules, 2014.

   (2) They shall come into force on the date of their publication in the Odisha Gazette.

2. **Definitions** (1) In these Rules, unless the context otherwise requires,-

   (a) "Act" means the Odisha Grama Panchayat Act, 1964;

   (b) "Auditor" means an officer appointed under sub-section (3) of section 100 of the Act;

(c) "Clear days" includes Sundays and holidays but does not include the day of the meeting and the day of the issue of the notice;

(d) "District Panchayat Officer" means an officer appointed as such, by the State Government to assist the Collector in the administration of Grama Sasan in the district;

(e) "D.R.D.A" means District Rural Development Agency;

(f) "Employee" means the Secretary and such other employees of the Grama Sasan as appointed under section 123 of the Act;

(g) "Executive Officer" means an executive officer appointed under section 122 of the Act;

(h) "Form" and "Format" shall respectively mean a Form or a Format appended to these Rules as the case may be;

(i) "Loan" means a loan made, taken or raised under the Act;

(j) " Local area" means the area within the jurisdiction of a Grama Panchayat;

(k) " Rules of Business" in the context means the Rules of Business of the Gram Panchayat relating to the meeting etc and Bye-Laws annexed to these Rules; and

(l) "Term of loan" means the period elapsing between the date on which the loan is completely made, taken or raised and the date on which it is completely repaid with interest.

(2) The words and expressions used but not defined in these Rules shall have the same meaning as respectively assigned to them in the Act.

3. **Meetings of Grama Sabha. (1)** The Grama Sabha, so far as may be practicable shall be held by rotation from time to time in each of the villages of the Grama at a convenient place as the Sarpanch may determine, from time to time,-

(a) The annual and half-yearly meetings of the Grama Sabha shall be held in the months of February and June respectively;- and

(b) The meetings of the Grama Sabha shall also be held on 26th January, 1st May, 15th August, 2nd October of a calendar year.

(2) The Sarpanch or the Collector or any other person empowered by the Government in that behalf may call for a special meeting of the Grama Sabha whenever it deems necessary,-

(a) The Executive Officer after receiving approval of the Sarpanch, or

after receiving requisition shall issue notice of the meetings;- and

(b) The date and time of the meeting including the special meeting under

sub-rule (3) shall be fixed by the Sarpanch.

(3) At least fifteen clear day's notice of a meeting of Grama Sabha shall be given,-

(a) Copy of the notice shall be served on every Ward Member;

(b) The Executive Officer shall circulate the notice in a Notice Book which shall be signed by each of the Ward Members; and

(c) In case of absence of any Ward Member, the notice shall be served through the process of affixture in the presence of two witnesses.

(4) Accidental failure of service of notice on any member shall not invalidate the proceedings of any meeting.

(5) The notice shall set forth clearly and fully the business to be transacted at the meeting, but the Sarapanch may bring forward any motion or proposition not in the notice.

(6) The agenda of the meeting shall be prepared by the Sarapanch of the Grama Panchayat which shall include such subjects as are assigned to the Grama Sabha.

(7) The notice of the meeting of the Grama Sabha shall be published in the local area,-

(a) by fixing a notice at conspicuous places including weekly market places, high schools, primary schools, post offices, hospitals and anganwadi centers, within the Grama; and

(b) by beat of drum or through announcement by speech equipment in every village-

(8) (a) If at a meeting of the Grama Sabha the quorum is not present, the Sarapanch or the President of the meeting shall adjourn the meeting until such other day as he thinks fit, of which not less than three days notice shall be given.

(b) The quorum under clause (a) shall include one-third of the members present are women members.

(9). The Sarapanch or in his/her absence the Naib Sarapanch or in absence of both the members present at the meeting shall elect from among themselves, a person to be the President of the meeting.

(10). Whenever the President of the meeting finds it necessary to temporarily leave the chair, he may call any other member to preside.

(11). At a special meeting only the business for which the meeting was called shall be considered.

(12). Notwithstanding anything contained in sub-rule (5) [of Rule 3], it shall be competent for the Grama Sabha at a meeting to transact any business other than those set forth in the notice.

(13). All questions which may come before the Grama Sabha shall be decided by majority of votes. In case of equalities of votes the President of the meeting shall have a second or casting vote.

(14). The voting by proxy is prohibited. No member shall vote upon any motion for amendment unless he be present in person at the time when it is put to vote.

(15). The business in the meetings shall be transacted and the minutes of proceedings shall be recorded in Odia.

(16). The Secretary or in his absence the Executive Officer of the Grama Panchayat shall record the proceedings of the meeting and in the absence of both, the Sarapanch shall take such steps, as may be necessary for correct recording of the proceedings.

(17). The minutes of the proceedings shall be entered in a book to kept for the purpose and shall be signed by the President of the meeting and such book shall be open for inspection of the members.

(18). Notwithstanding anything contained in these rules, the decisions taken by the Grama Sabha shall be final.

4. **Meetings of Palli Sabha .** The meetings of the Palli Sabha shall be held at such public place within the Palli Sabha area as may be determined by its representatives in the Grama Panchayat or by the Grama Panchayat or by the person requisitioning the meeting, as the case may be,:

Provided that, the President of the meeting shall, as far as possible, ensure that at least one-tenth of the members present in the Palli Sabha meeting are women.

5. (a) The Sarapanch shall arrange for convening the meeting of the Palli Sabha which shall meet in the month of February every year and the date and time for holding such meeting shall be fixed by it two weeks in advance.

(b) If the Sarapanch requires the Palli Sabha to hold an extraordinary meeting either of its own or on a requisition in writing of not less than one-fifth of the members of Palli Sabha, the date, time, place and subject for discussion in such meeting shall be fixed by the Sarapanch at least fifteen days' in advance.

(c) The Block Development Officer may require the Sarapanch to call for a special meeting of the Palli Sabha whenever circumstances may so require.

(d) The Executive Officer after receiving approval of the Sarapanch under clause (a) or (b) or requisition under clause (c) shall issue notice of the meetings as provided in the rules.

(e) The meeting shall be held in a public place within the area of the Palli Sabha to be decided by the Grama Panchayat and wide publication of the date, time and place of the same along with subject for discussion shall be given by beat of drum or through announcement by speech equipment within the Palli Sabha area.

(f) The Grama Panchayat in a meeting shall fix the President of the Palli Sabha as required under sub-section (4) of section 6 of the Act.

6. Where the meeting is requisitioned by not less than one-fifth of the members of the Palli Sabha, the requisition shall be addressed to the Sarapanch thirty days in advance and it shall state the place, date and time of the meeting. In case the Sarapanch of the Grama Panchayat fails to convene the meeting on the date mentioned in the requisition, the members who sign the requisition may call the meeting on the date and at the time and place mentioned in the requisition and the person representing the Palli Sabha area in the Grama Panchayat appointed by the Grama Panchayat under clause (f) of rule-5 shall preside over the meeting and in the absence of such member or members of the Palli Sabha, those present in the meeting may elect by open voting one from among themselves to preside over the meeting.

7. At least fifteen (15) clear days notice of the meeting of a Palli Sabha shall be given,-

(a) by affixing of a notice at once at one or more conspicuous places; and

(b) by beat of drum or through announcement by speech equipment.

8. All questions which may come before the meeting of the Palli Sabha shall be decided by a majority of votes. In case of equality of votes the President of the meeting shall have a second or casting vote.

9. The voting by proxy is prohibited. No members shall vote upon any motion or amendment unless he is present in person at the time when it is put to vote.

10. (1) The proceeding of the Palli Sabha shall be recorded by the Secretary or in his absence by the Executive Officer in a book to be kept for the purpose in Odia and shall be signed by the President of the meeting and such book shall be open to the general public for inspection.

(2) A person of the office of the Panchayat Samiti authorized by the Block Development Officer shall sign the proceedings of the meeting.

(3) In case the President of the meeting refuses to sign the proceedings, such proceedings signed by the authorized person under sub-rule (2) shall be treated as authenticated.

11. **Travelling allowances for Sarpanch and Members.** (1) There shall be paid from the Grama Fund to the Sarapanch and members of a Panchayat, travelling allowances for any work of the Panchayat outside the Panchayat area in the following manner,-

(a) for journey by train (Non-Air Conditional compartment) and bus, the actual fare paid; and

(b) daily allowances at the rate of, as may be prescribed by Government from time to time, per day or any part thereof.

(2) The travelling allowance and daily allowance shall be paid only after the claimant submits a detailed bill showing the particulars of journey made with reference to date and places visited, the mode of transport used and the distance travelled. The total amount claimed shall be written both in words and figures.

(3) Details of the travelling allowance bills claimed and passed shall be maintained in the travelling allowance acquaintance roll in **Form No.1**.

12. **Regulation of Movement of Cattle for Protection of Crop .** The Sarapanch may, with the approval of the Grama Panchayat, arrange to regulate the movement of the stray cattle in the area where the owners of such cattle have made no arrangement to guard them against any possible damage to the standing crop.

(a) The Grama Panchayat in such cases shall charge from the owners of such cattle the cost of guarding such cattle. In any case, the total levy shall not be more than the cost of such guarding of cattle in a particular village.

(b) If the owner of the cattle refuses to pay the same, the Grama Panchayat shall recover the money as if it is the due of the Grama Panchayat.

13. **Execution of Development Works .** (1) The works, which Grama Panchayat are required to execute may be generally of the following categories;-

(i) Works taken up out of their own resources including allocation of cess, Kendu Leaf grants or any other general revenues that may be assigned to the Grama Panchayats; and

(ii) Works taken up out of allocation made by the Union Government or State Government to Grama Panchayats for specific purposes by way of grants, as the case may be.

(2) Works taken up out of loan sanctioned by the Government for specific purpose.

(3) Works taken up out of contribution from a permissible source.

14. (1) Works under clause (i) of sub-rule (1) , sub-rule (2) and sub Rule (3) of rule 13 shall be executed in the following manner ;-

(i) by the Grama Panchayat departmentally without engaging contractor; or

(ii) through the village labourers leader selected by the Palli Sabha.

(2) Works under clause (ii) of sub-rule (1) of rule 13 shall be executed as per guidelines issued by the Government for specific purposes.

(3) For the purpose of execution of the works by the Grama Panchayat under sub-rule (1) , (2) and(3) muster rolls and other required documents shall be maintained by the Secretary or in his absence the Executive Officer.

(4) In making purchase of materials required for the works executed under sub-rule (1) , (2) and (3) of this rule, the Grama Panchayat shall purchase such materials as may be required at the rate approved by the District Purchase Committee under sub-rule(2) of rule 68 of the Odisha Panchayat Samiti Accounting Procedure Rules, 2002 :

Provided that in the case of approved rate under sub-rule (4) is not available, the Grama Panchayat may make purchases following the procedure prescribed in the Odisha General Financial Rules.

(5) All purchases made during a month shall be placed before the Grama Panchayat in its next meeting for approval.

(6) **An Inventory Register with details description of stock and store item shall be maintained by each Gram Panchayat in FORMAT-VII.** A stock register to be maintained as per Form OGFR-7 of Rule-93 of OGFR. A separate page shall be allotted to each article. Entries are to be made indicating receipt and issue of articles and balance available date wise and the stock register shall be signed by the Sarapanch and the Executive Officer.

(7) (a) Physical verification of store shall be carried out at least once in every six months by the Sarapanch and the Executive Officer and he shall record a certificate regarding balance available, excess, shortage and unusual depreciation of stores as the case may be.

(b) Audit of accounts of Store and Stock is to be conducted in accordance with the regulation embodied in Annexure 7 of OGFR Vol-II as per Rule 97 of OGFR Vol-I.

15. (1) The Sarapanch, the Naib-Sarapanch or the members of the Grama Panchayat as well as the functionaries of the Panchayat Samiti and Zilla Parishad and employees of the Grama Panchayat shall on no account take up the execution of any work:

Provided that when the works are executed departmentally under sub-rule(2) of rule 27 responsibilities may be given to employees for execution of works as per guidelines of respective scheme.

(2) (a) Before engaging a contractor, tender shall be invited, wherever required, in Form No.3 by the Secretary or in his absence the Executive officer of the Gram Panchayat which shall be notified in the notice board of the Grama Panchayat, copies of which shall also be communicated to the Panchayat Samiti, Sub-Collector and Collector.

(b) Tender shall be received in **Form No.4**.

(c) The tender shall be opened by the Secretary or in his absence by the Executive Officer of the Grama Panchayat in the presence of the Sarapanch and the tenderers who may be present. The Sarapanch shall place the tenders along with a comparative statement before the Grama Panchayat for acceptance. The persons whose tender is finally accepted by the Grama Panchayat shall be required to **execute a contract in Form No.5** which need not be registered.

(3) The Grama Panchayat shall prepare its own panel of executants who shall be the residents of the Panchayat having such other qualifications as may be decided by the Grama Panchayat for the purpose of execution of development works.

(4) (a) A person may apply to the Sarapanch of the Grama Panchayat for being enlisted as a contractor of the Grama Panchayat. The application shall be accompanied with a fee of rupees one thousand only duly deposited in the Grama Panchayat. The Sarapanch shall place the application in the next meeting of the Grama Panchayat for consideration. After the Grama Panchayat approves the candidature the name of the applicant shall be included in the list of contractors.

(b) The Grama Panchayat shall be competent to delete the name of a contractor from the list of contractors, for the reasons to be recorded in writing, after giving the affected person a reasonable opportunity of being heard.

(5) Before drawing up tender notices, the Sarapanch of a Grama Panchayat shall consult the authorities mentioned below in respect of the works mentioned against each,-

(a) Junior Engineer of the Block - up to Rs.1, 00,000

(b) Assistant Engineer of the Block - above Rs.1, 00,000

16. (1) The procedure relating to preparation of plan and estimate, according administrative approval, recording measurement and check-measurement of all categories of works taken up by Grama Panchayat shall be as follows :--

(A) Works Costing Upto Rs.50,000/-

(i)	Plan and Estimate -	Plan and estimate shall be prepared by the Junior Engineer of the Block.
(ii)	Administrative approval	Sarapanch

(B) Works Costing above Rs.50,000 Below Rs.1 Lakh

(i)	Plan and Estimate	Plan and estimate shall be prepared by the Junior Engineer and shall be countersigned by the Assistant Engineer of the Block
(ii)	Administrative approval	Sarapanch

(C) Works Costing more than Rs. 1 lakh

(i)	Plan and Estimate	Junior Engineer of the Block will prepare plan and estimate which shall be countersigned by the Assistant Engineer of the Block.
(ii)	Administrative approval	Grama Panchayat

(D) The Authorities and their power of acceptance of tender shall be as follows,--

(i) Upto Rs.1,00,000/- Sarpanch
(ii) Above Rs.1,00,000/- Grama Panchayat

(E) Where no contractor comes forward to submit tender for any work, the Grama Panchayat may execute the work through negotiations.

(2) Notwithstanding anything contained in these rules no work shall be split up by any authority for any reason whatsoever.

(3) (a) All Projects referred to in sub-rule (1),(2) and(3) shall be placed before the Grama Panchayat in a meeting for approval before commencement of the work.

Explanation - The word "work" referred to in this sub-rule means all or any kind of work undertaken or executed by the Grama Panchayat from out of its own fund or under any scheme implemented through the Grama Panchayat.

(b) The work order shall be issued by the Sarapanch in Form No.6 after approval of the projects by the Grama Panchayat under clause (a).

(4) Where a work is executed departmentally, no work order is necessary.

(5) (a) The schedule of rates as applicable to the works executed by the Panchayat Samiti, shall be mutatis mutandis apply to Grama Panchayat works

(b) Rates allowed over and above the schedule of rates by the Collector under sub-rule (7) of Rule 82 and sub-rule (2) of Rule 83 of the Odisha Panchayat Samiti Accounting Procedure Rules, 2002 shall mutatis mutandis apply to Grama Panchayats situated within the Panchayat Samiti area.

(6) (a) The Junior Engineer of the Block shall record the measurement of the work, estimated cost of which does not exceed Rs.50,000/-.

(b) No check-measurement is required for the work falling under clause (a) and the bill shall be prepared and payment be made on the basis of measurement only.

(c) The Junior Engineer and Assistant Engineer of the Block shall respectively record measurement and check-measurement of the work, estimated cost of which exceeds Rs.50,000/-.

(d) The measurement / check-measurement or both, as the case may be, shall be taken in presence of the Sarapanch, Executive Officer, and the concerned Ward Member.

(7). (a) If the Grama Panchayat is not satisfied with the measurement recorded by the Junior Engineer or Assistant Engineer, as the case may be, it may refer the matter to the next higher authority for re-check and scrutiny.

(b) After the re-check is conducted by the appropriate authority, the bill shall be paid to the executants.

(8). For the purpose of rescinding a work order, a notice shall be issued to the executants intimating the date and time when measurements of works done by him are to be recorded in his presence. On the date and time so fixed, measurements shall be recorded in the presence of the executants or in his absence, in the presence of witnesses and bills are to be finalized on the basis of measurements so recorded.

17. For the purpose of recording measurement and check measurement, the measurement book and the case record shall be received by the engineering personnel of the Panchayat Samiti from the Secretary or in his absence from the Executive Officer and shall be returned within a period not exceeding seven days.

18. (1) Grama Panchayat shall have the power to take up simple nature of works like repair and maintenance of Grama Panchayat properties and in such cases the provisions of rules 15 and 16 shall not apply.

(2) The total expenditure of Grama Panchayat under sub-rule (1) shall not exceed Rupees twenty thousand during a financial year.

(3) The Executive Officer shall prepare plan and estimate and obtain administrative approval from the Sarapanch and record measurement of the works in the presence of the Sarapanch and respective Ward Member. Check-measurement is not necessary for execution of works under sub-rule (1).

19 No work shall be commenced or liability incurred in connection with any work until,-

(a) the Grama Panchayat has approved the execution of the work;

(b) fund is available to meet the expenditure during the financial year; and

(c) Administrative approval has been obtained from the competent Authority;

20. (1) The Grama Panchayat shall not deviate from the sanctioned plan and estimate and rates prescribed in the schedule of rates.

(2) Where the work to be executed is from contribution from any source, the estimate shall specifically indicate such contribution in the shape of money. The amount of contribution shall be deposited with the Grama Panchayat before the commencement of the work.

(3) When fund is received from the Government or any other authority authorized by the Government for execution of specific work/works, the Grama Panchayat shall execute the work/works in accordance with the terms and conditions imposed by the Government or the authority so authorized by the Government.

21. (1) The Advances payable to Grama Panchayat for execution of works shall be paid to the Secretary or in his absence to the Executive Officer who shall issue a receipt in Form No.7. The advance so received shall be credited to the Grama Fund.

(2) The Grama Panchayat shall maintain a case record for each individual work taken out of advances received under sub-rule (1).

(3) The Advances unutilized or unaccounted for shall be returned forthwith with interest, if not utilized, within the period specified by the granting authority.

22. (1) Measurements of works done or supplied made, shall be kept on record in the printed measurement books in Form No.8. Measurements of works done shall be recorded at the end of each week or at suitable interval for preparation of running account bills or final bill, as the case may be, in **Form No.9**. When the work is completed, final measurements and check-measurements whenever necessary shall be recorded immediately. In no case the final bills be prepared and paid before the work is completed. The measurements books shall be available for inspection by Auditors and all other inspecting officers.

(2) After the work is completed, the completion certificate shall be signed by the Executive Officer and the Sarapanch in **Form No.10**. The final utilization certificate shall then be prepared by the Executive Officer of the Grama Panchayat and with the recommendations of the Grama Panchayat to be placed before the Grama Sasan for approval.

(3) After obtaining the approval of the Grama Sasan, the utilization certificate shall be issued by the Executive Officer to the Disbursing Officer.

(4) All measurement books shall be numbered serially in register which shall show the names of officers to whom the books are issued, the date of issue and the date of return to the Executive Officer. Books no longer in use, though not completely written up, shall be promptly returned to the Executive Officer:

Provided that proper acknowledgement of the technical persons shall be obtained in the register at the time of issue and return of Measurement Book.

23. Advance to Executants under any scheme is prohibited. Exceptions are, however, permitted in rural employment programme as per specific scheme guidelines approved by the Government.

24. When an advance is drawn under Rule 23, following procedure shall be followed, namely;-

(a) No advance shall be given if previous advance for the same work/supply is outstanding;

(b) A second advance for any work shall not be granted until the first advance has been accounted for;

(c) Money shall not be advanced unless there is reason to believe that the work for which money is required will be completed and paid for within the same financial year;

(d) Officer granting advance shall be held responsible for any over payment, which may occur in consequence;

(e) The advance granted for one purpose shall not be diverted to other purposes;

(f) Advance shall be regularly and promptly adjusted;

(g) Any unspent balance of an advance shall be immediately refunded in shape of cash and promptly deposited in the proper head of account of the bank; and

(h) Payment of advances shall not be exhibited as final expenditure in the cash book.

25. Payment of advances in first instance shall be entered in the Cash Book as a red entry in the inner column of expenditure side of the cash book. But such items shall not be added to the other items of expenditure and shall not form the part of the total expenditure. All advances shall be noted in the Register of Advances in **Form No.11**

26. (1) Recovery of advances when made from the bill of the executants or other individual's bill shall be passed by the Sarapanch in the same manner as other bills are passed. The pass order shall run thus,-

Passed for Rs……. pay Rs. …… in cash/cheque and adjust Rs…….. by credit to –

(i) Work concerned (cost of material advance, secured advance) Rs……

(ii) Miscellaneous deposit (security deposit, etc.) Rs……

(iii) Other works (for recoveries in respect of other works) Rs…….

Amount adjusted shall be exhibited in the cash book. If advance is adjusted by way of refund of cash, such recovery shall be exhibited in the inner column of receipt side of the cash books in red ink but the same shall not be added to the other items of receipts and shall form no part of the total receipts.

(2) All Payment of Gram Panchayat shall be in the form of account payee cheque only including advance and recovery of advance shall be watched through register of advances, cash book and register of works.

(3) The Grama Panchayat shall review in its monthly meeting the advances outstanding and the progress of the works for which advances were given.

27. **Supervision of Works .** (1) It shall be the responsibility of the concerned standing committee of the Grama Panchayat to generally supervise the progress of execution of different works taken up by the Grama Panchayat within its local area. For this purpose the standing committee may allot specific works to different members.

(2) The concerned standing committee of the Grama Panchayat shall place, before every monthly meeting of the Grama Panchayat, a report showing the progress of different items of work and the Grama Panchayat shall review the report in detail.

28. The Sarapanch and the Naib-Sarapanch, if so authorized by the Sarapanch, shall be responsible for making a detailed and systematic supervision of the execution of different works within the local area. He shall keep the Grama Panchayat and the Block Development Officers informed of matters that require their attention.

29. (1) It shall be the responsibility of the Block Development Officer to exercise overall supervision with regard to the proper execution of all works taken up by the Grama Panchayat and to closely watch progress. He shall ensure that the assistance of engineering personnel is made available to the Grama Panchayat in time according to requirement for preparation of plans and estimates and measurement of works from time to time. He shall inform the Collector and Project Director, District Rural Development Agency (DRDA) regarding irregularities or lapses which come to his notice in the course of supervision or otherwise.

(2) The District Panchayat Officers, the Assistant Engineer of the Panchayat Samiti and the Gram Panchayat Extension Officers shall make physical checks and also supervise the progress of the execution of works by the Grama Panchayats, the utilization of funds allocated to the Grama Panchayats, the maintenance of accounts relating thereto with special reference to the adjustment of advances for various works. Irregularities or lapses which are detected in course of supervision

shall be reported to the Block Development Officer, Project Director, District Rural Development Agency (DRDA) and Collector as the case may be.

30. **Powers in Respect of Private Water Supply.** (1) A person upon whom a notice has been served under sub-section (1) of Section 50 of the Act may within thirty days from the date of the notice appeal to the Sub-Collector where upon the said officer, may stay the operation of the order till disposal of the appeal and after giving such notice of the appeal to the Grama Panchayat, modify, set aside or confirm the order.

(2) When the Sub-Collector confirms or modifies the order, he may fix a fresh period within which the order contained in the notice as confirmed or modified shall be carried out.

31. (1) The Grama Panchayat may, by order, publish at such places as it may think fit, set apart for supply of water to the public for domestic purposes any public tank, well stream or water course.

(2) The Grama Panchayat may, by order, publish at such places as it may think fit, prohibit bathing, washing of clothes and animals or other acts calculated to pollute the water of any public tank, well, stream or water course, set apart for domestic purposes under sub-rule (1).

32. **Places of Public Resort for Entertainment .** No license shall be granted for the use of any permanent or temporary building or enclosure for holding cinema unless a license has been obtained from the appropriate authority under the Odisha Cinemas (Regulation) Act, 1954 and the rules framed thereunder. In regard to other places of public resort of entertainment such as Theatres, Circus and the like no license shall be granted by the Grama Panchayat unless a license has been obtained from the appropriate authority.

33. Licenses granted under these rules may be for one year in case of permanent building used as public resort or entertainment. Temporary license may be granted in cases of a building or enclosure used for a traveling Circus or other performances for a period not exceeding one month at a time.

34. In the event of out-break of epidemic or contagious disease in the locality, the Grama Panchayat may, by of order direct that the place in respect of which license has been granted under these rules shall not be used for purpose of public resort or entertainment for such periods as may be specified in the order. It shall also have power to refuse to grant a license in similar circumstances.

35. For every license granted or renewed under these rules there shall be charged fee the amount of which shall be approved by the Grama Panchayat in respect of permanent building or open space subject to condition that such building or open space are dispute free and do not cause public inconvenience.

36. **Property and Contracts.** The Panchayat shall maintain a register of all it's properties vested and or/managed by it in a prescribed format and update it as soon as a new asset both immovable assets (like roads land, buildings, water bodies, water supply schemes, markets etc) in **FORMAT-V** and movable assets (like tools equipment cycle etc.) in **FORMAT-VI** are added by way of transfer, purchase or vesting by government.

(1) The Grama Panchayat may provide places within the Grama Panchayat area for use as public markets. The market areas shall be notified by the Grama Panchayat mentioning the boundaries in the noticeboard for the information of the public.

(2) The Grama Panchayat may subject to approval of the Grama Sasan, levy fees in any public market on the vendors at such rates as may be approved by the Grama Sasan and may place the collection of such fees under the management of such person as may appear to it proper or may lease out such collection of fees.

(3) For the purpose of leasing out the market the procedure provided in these rules shall be followed;-

(a) The Grama Panchayat may impose under clause (a) of sub-section (2) of section 58 of the Act, fees for the use of or for the right to expose goods for sale in such market per head-load of goods brought for sale to the market.

(b) The Grama Panchayat may impose under clause (b) of sub-section (2) of section 58 of the Act, fees per square foot of the area per day.

(c) The Grama Panchayat may impose under clause (c) of sub-section (2) of section 58 of the Act, fees the rate of which may be approved in the Grama Panchayat. The Grama Panchayat may under clause (c) of sub-section (2) of section 58 of the Act, impose a fee on the vehicles (including motor vehicles) or pack animals.

(d) The Grama Panchayat may impose under clause (d) of sub-section (2) of section 58 of the Act, fees per value of the cattle sold.

(e) The Grama Panchayat shall fix the minimum and maximum rate of fees in its meeting under clause (a), (b), (c) and (d) of section 58 of the Act, subject to the approval of the Grama Sasan.

37. **Regulated Markets Established under The Odisha Agriculture Produce Markets Act, 1956.** Where the management of hat has been transferred from a Grama Panchayat to a Regulated Market Committee under the Odisha Agricultural Produce Markets Act, 1956, the net income derived by the Regulated Market Committee from the hat so transferred, shall be shared equally by the Regulated Market Committee and the Grama Panchayat every year:

Provided that the share of the Grama Panchayat in any one year, shall not be less than Eighty (80) per cent of the average net income derived by it from the hat in the three years immediately preceding its transfer to the Regulated Market Committee.

38. **Licensing Private Markets.** Under clause (a) of sub-section(1) of section 60 of the Act application for grant of license for private market shall be made by the owner of the place in respect of which the license is sought for not less than thirty days before the commencement of the year for which license is sought as the case may be.

(a) The Grama Panchayat may grant the license applied for in **Form No. 12** subject to supervision and inspection and to such conditions as provided under section 59 of the Act. The Grama Panchayat may think, proper or the Grama Panchayat may refuse to grant any such license for any market.

(b) When a license is granted, refused, suspended, cancelled or modified under sub-section(1) of section 60 of the Act, the Grama Panchayat shall cause a notice of such grant, refusal, suspension, cancellation or modification in the Odia language to be posted in conspicuous place at or near the entrance to the place in respect of which the license was sought for or had been obtained.

(c) Every license granted under this rule shall expire at the end of the year.

39. It shall not be lawful for any person to sell or expose for sale any animal in an unlicensed private market.

40. (1) The Grama Panchayat may by notice require the owner, occupier of any private market to,–

(a) Construct approaches, entrances, passages, gates, drains and cesspits for such market and provide it with latrines of such description and in such position and number as the Grama Panchayat may think fit;

(b) Roof and pave the whole or any portion of it or pave any portion of the floor with such materials as in the opinion of the Grama Panchayat secure imperviousness and ready cleansing;

(c) Ventilate it properly and provide it with supply of water;

(d) Provide passages of sufficient width between the stalls and make such alternations in the stalls, passages, shops, doors or other parts of the market as the Grama Panchayat may direct from time to time.

(e) Keep it in a clean and proper state, remove all filth and refuse there from and dispose of them at such place and in such manner as the Grama Panchayat may direct; and

(f) Make such other sanitary arrangement as the Grama Panchayat may consider necessary.

(2) If any person on whom a notice to carry out any of the works specified above has been served by the Grama Panchayat fails to carry out the said works the period and in the manner laid down in the notice, the Grama Panchayat may suspend his license or may refuse to grant him a license until such work is completed.

41. **Pest Control and Improved Methods of Husbandry.** On being informed by the Director of Agriculture that the whole or any part of a Grama has been infected by agricultural pest, the Grama Panchayat shall issue a declaration by beat of drums in the area giving the names of villages to have been infected by Agricultural pest. The Grama Panchayat shall also declare by beat of drums in the infected villages the method of eradication of such pest and instruct the owners or growers of crops to follows such eradication programme, prepared by the Director of Agriculture.

42. **Apportionment of Income of Ferries and Markets.**

(1) In case of ferries on rivers forming the boundary of two Grama Panchayats and if both sides of the ferry are situated in the same district, the Collector shall decide taking the local circumstances into the consideration as to which Grama Panchayat will manage the same, how the income will be apportioned.

(2) Where a river forms the boundary of two districts within a Revenue Division, the Commissioner of the Division may decide the matter in the like manner.

(3) Where the districts are in two different Revenue Divisions, the matter shall be decided by the Board of Revenue.

43. (a) The income of a ferry ghat shall ordinarily be shared between the two Grama Panchayats equally if a river flows along the boundary of the two Grama Panchayats taking into consideration the expenditure for its management and maintenance which shall vest in one Grama Panchayat to be selected by the aforesaid authority.

(b) The Collector may also decide the share between the Grama Panchayats in such manner as he considers necessary in consideration of the size of the river touching the Grama Panchayats.

44. In case of rivalry between the Grama Panchayats with regard to management of the ferry two or more Grama Panchayats may, with the approval of the Collector join in constituting a joint Committee for the purpose as provided under section 126 of the Act.

45. (a) If the residents within the jurisdiction of more than one local authority in the same district use any market or fair, the Collector may from time to time apportion the income of such market or fair among the aforesaid local authorities in such manner and proportion, setting apart the expenditure on management, development and maintenance etc. in the manner as he may decide. The management of the market or fair shall remain with the local authority having jurisdiction over the area and the money set apart for management, development and maintenance shall be paid to the said local authority;

(b) Where the market or fair is used by the residents of more than one local authorities of different districts of the same Revenue Division, the Revenue Divisional Commissioner may apportion the incomes of such market or fair in the like manner; and

(c) Where such local authorities are in two different Revenue Divisions, the income maybe apportioned by the Board of Revenue in the like manner.

46. Any local authority aggrieved by an order of the Collector, Revenue Divisional Commissioner or Board of Revenue as the case may be under rules, 42, 43, 44 and 45 may within thirty days from the date of the order prefer an appeal to the Revenue Divisional Commissioner, Board of Revenue and the State Government, respectively, who may vary, set aside or confirm the said order.

47. **Transfer of Property**. (1) No immovable property vested in a Grama Sasan shall be transferred by way of sale, mortgage or exchange without the approval of the State Government.

(2) Whenever in respect of any property vested in or under the management and control of the Grama Sasan, the State Government deem it expedient, so to do, they may be general or special order made in that behalf and subject to such conditions, as may be specified, therein direct that such property shall be leased out in favour of any Registered Co-operative Societies by negotiation. The agreement for such lease shall be in Form 'F'.

(3) The management of the property vested in a Grama Sasan for the time being in any manner whatsoever, shall be made in the manner herein after provided and shall be recorded in **Format -V** for immovable property and **Format -VI** for movable property

48. (1) Before the end of October of each year, the Sarapanch shall forward to the Sub-Collector through the Block Development Officer, a list of immovable properties whether directly managed by the Grama Panchayat or leased out, specifying the location of each such property, with income derived from each of such property during the last three years in **Form No.13**.

(2) In case the Sarapanch fails to forward the list of immovable properties within the time-limit specified, the Sub-Collector shall call for necessary information from the Grama Panchayat concerned. After excluding the properties which are leased out or to be leased out under sub-rule (2) of rule 47 and such other properties, which shall be decided by the Sub-Collector to be managed by Gram Panchayat directly, other properties shall subject to the decision of the Panchayat be leased out by public auction in the manner hereinafter prescribed, the other properties, shall subject to the decision of the Panchayat, be leased out by public auction in the manner hereinafter prescribed.

(3) If the Sub-Collector, after hearing the Grama Panchayat and making such enquiry as he deems proper, finds either that the income derived from any property managed directly by it is inadequate or that there exists any other reasons to be recorded in writing for which the property needs to be leased, he may direct that such property be leased out in public auction. In making his decision he may normally direct that any market and ferry shall be leased out by public auction and shall not be managed by Grama Panchayat directly, unless for any specific reason to be recorded in writing, he considers that direct management of a particular market or ferry is necessary in the interest of Grama Panchayat.

(4) The Sub-Collector shall fix the period of lease and the minimum bid money, i.e., the upset price in respect of the property which is decided to be leased out taking into consideration the income from such property for the last three years. When information as to previous three years income is not available or does not exist, the Sub-Collector shall, fix the upset price taking the local conditions into consideration. The period of lease for properties which have seasonal value for effective operation, shall be fixed in such manner as the season is covered by the lease period.

(5) (a) The Sub-Collector shall send a list of properties, to be leased out by public auction indicating the period of lease and upset price, to the respective Block Development Officer who shall thereupon fix the dates for auction of all or any of such properties and issue notices for such auction.

(b) He may authorize any of his junior officers to conduct auction for sale of properties whose upset price is rupees five thousand or less.

(c) The notice for auction shall be issued before fifteen clear days of the date fixed for auction and shall be published in the notice board of the Panchayat, Panchayat Samiti, Sub-Divisional Office and at such other place or places as the Block Development Officer or his Junior Officer, as the case may be, deem necessary.

(6) The auction shall be conducted by Block Development Officer or his junior officer, as the case may be, at the Headquarters of the Grama Panchayat or at the place where the property is situated and the bid shall be confirmed by the Block Development Officer, in case of the auction sale conducted by his Junior Officer or by the Sub-Collector, in case of auction sale conducted by the Block Development Officer.

(7) (a) No person shall be allowed to bid unless and until he deposits the security money and produces a certificate from the concerned Grama Panchayat to the effect that he has cleared all dues accruing to the Grama Panchayat in respect of any previous lease taken by him.

(b) The security deposit shall be ten per cent of the upset price fixed by the Sub-Collector. The security money shall be paid to the Officer conducting the auction sale who shall record the details in sale records.

(8) The bid shall be knocked down in favour of the highest bidder. The security money of all the bidders except the highest bidder shall be refunded to them on proper receipt at the end of the auction. The security money of the highest bidder shall be credited to the Grama Fund and shall be adjusted against the last installment of his bid money to be paid to the Grama

Panchayat. On the failure of the highest bidder to execute the agreement in time or violation of any of the conditions of the agreement, the security deposit shall, so much of it as would be just sufficient to cover the loss on reauction, be forfeited.

(9) At the end of the bid, the officer conducting the auction shall send the records along with a report to the Block Development Officer or Sub-Collector, as the case may be, for confirmation of the bid. The Sub-Collector or Block Development Officer, as the case may be, shall intimate his order of confirmation within thirty days from the date of auction. In case the Sub-Collector or Block Development Officer fails to communication his order of confirmation within thirty days from the date of auction, the bid shall be deemed to have been confirmed:

Provided that the Sub-Collector or the Block Development Officer, as the case may be, may, if the bid is inadequate or he receives a report that no bidders were forthcoming, direct that the property be either reauctioned or managed directly by the Grama Panchayat for a period to be specified by him.

(10) If for any reason (which must be recorded in writing) the auction does not take place on the fixed date or the minimum bid in respect of any property is not reached in the auction, a fresh auction shall be held on a subsequent date to be fixed by the officer conducting the auction. The notice for such auction shall be published in the notice board of the Panchayat, Panchayat Samiti, Sub-Divisional Officer and such other place or places as the officer conducting the auction may deem necessary before seven clear days of the date fixed for the auction.

(11) (a) After receipt of the order of confirmation of the bid from the Sub-Collector or order confirming the auction sale conducted by the Junior Officer, the Block Development Officer shall direct the successful bidder to deposit the first installment of the bid money and execute the agreement in the appropriate Form (A,B,C,D,E,F) with the concerned Grama Panchayat within fifteen days from the date of receipt of the notice and shall forward a copy of the confirmation order to the Sarapanch.

(b) The agreement shall be registered and the cost of registration of such agreement shall be paid by the auction purchaser. If the auction purchaser fails to execute the agreement or deposit the first installment within the said period, the property shall be put to fresh auction by the Block Development Officer or his Junior Officer, as the case may be, for which the formalities prescribed for original auction shall also be followed.

(12) (a) The bid money shall be payable in advance in two installments. The first installment which shall not be less than seventy-five per cent of the bid money shall be paid before execution of the agreement and the subsequent installments shall be paid in accordance with the agreement. The amount of each installment and the period to which it relates shall be mentioned in the agreement.

(b) If any installment is not paid by the due date the Executive Officer of the Grama Panchayat shall forthwith bring it to the notice of the Grama Panchayat who shall terminate the lease and move the Block Development Officer for re-auction who shall hold the re-auction within fifteen days in the manner prescribed for auction under this rule.

(13) Any loss of any kind to the Grama Sasan due to the breach of any condition of the agreement by the lessee shall be recovered from the lessee as per section 102 of the Act.

(14) The agreement for lease of market, ferries, pisciculture tanks or orchards shall respectively be in Forms A, B, C and D, and agreement for other properties shall be in Form E of these rules which may be suitably modified, to meet the requirement of the particular property being leased out.

(15) Any dispute arising between the lessor and the lessee in respect of the interpretation of conduct or performance of any terms and conditions of the agreement for lease of any property or with regard to any claim shall be referred to the Collector of the district whose decision in the matter shall be final and binding on the parties.

(16) Any Grama Panchayat aggrieved by the order of the Sub-Collector under sub-rule (13) may within fifteen days of the order appeal to the Collector, who may set aside or confirm the said order.

(17) Any bidder aggrieved by the action of the officer, conducting auction under these rules may within fifteen days of the order appeal to the Sub-Collector who may stay, set aside or confirm the said order.

49. (1) The Grama Panchayat at a meeting shall sanction the term of the lease or agreement for the lease keeping in view the period of lease fixed by the Collector.

(2) Lease for any term exceeding five years and less than ten years and for any term exceeding ten years shall not be made without the previous approval of the Sub-Collector and Collector, respectively;

(3) Any person aggrieved by an order made by the Collector under sub-rule(1) of this rule may within 15 days of such order appeal to the Revenue Divisional Commissioner who may vary, set aside or confirm the said order.

50. (1) Any movable property vested in a Grama Panchayat may be transferred by it in any way and on any terms which the Grama Panchayat may by a resolution at a meeting determine to be expedient and reasonable.

(2). Every transfer of immovable property vested in a Grama Panchayat shall be made by instrument under the common seal, signed by the Sarapanch and two of the members authorized by the Grama Panchayat distinctly expressing that transfer is signed with the previous approval of the State Government.

51. The Grama Panchayat shall prepare and update the register of all immovable and movable properties in its possession in **FORMAT-V** and **FORMAT-VI each year.**

52 (1) .If any plot of land shown in the register is transferred from the possession of the Grama Panchayat the entry for it shall be struck off and the fact in connection with the transfer shall be recorded in the columns of remarks under the initials of the Sarapanch.

(2) If any property shown in the register is leased out the same shall be recorded in the column for remarks.

(3) A separate register of the properties leased out shall be prepared by the Grama Panchayat showing the number of properties leased out along with it's detail in **Form No.13 and Form No.15**.

(4) These registers shall be checked up annually by the Sarapanch and attested with signature and date.

53. (a) A register of properties transferred to the Grama Panchayat shall be maintained by each Block, Sub-Division and District showing the annual income of the properties so transferred in **Form No.14 and Form No. 16**.

(b) The Sarapanch shall place the list of properties before the Grama Panchayat in a meeting held in the month of September or October each year for consideration and suggestion for better management of properties and send a copy of the minutes of the meeting relating to the management of each such property to the Block Development Officer and Sub-Collector.

(c) The Sub-Collector within the thirty days of receipt of minutes of the meeting under clause (b) shall review the proposals received from the Grama Panchayat and send a report to the Collector together with the action taken by him under rule 48. A copy of such report shall also be communicated to the Director of Grama Panchayat.

54. **Procedures for Entering into Contract.--** A Grama Panchayat shall not acquire any immovable property under Section 77 of the Act unless required for discharging obligatory functions provided under Section 44 of the Act and the price is approved by the Collector.

55. **Latrine Conservancy and Drainage Tax.--** (1) In fixing the rate at which the tax under clause (c) of section 83 of the Act is to be levied regard shall be had to the principle that the total net proceeds of the tax shall not exceed the amount required for cleaning private latrine, privies or cess pools and premises of compounds cleaned by the Panchayat agency.

(2) That the tax shall not be leviable in any area until the Grama Panchayat have made provision for cleansing of private latrines, privies or cess pools within such area, nor shall the tax be leviable for any quarter or portion of a quarter antecedent to the making of such provisions.

(3). In fixing the rate of tax under clause (f) of section 83 of the Act regard shall be had to the principle that the total net proceeds shall not exceed the amount required for the maintenance of drainage system introduced by the Grama Panchayat subject to the maximum of three per year.

56. (1) (i) The Grama Sabha in a meeting shall fix or revise the rate of conservancy or latrine tax, drainage fee or lighting rate payable to the Grama Panchayat on the basis of the provisions of the Act and rules made thereunder.

(ii) The Executive Officer shall prepare a list of assessees specifying the amount payable under each of the above heads by the assessee. The assessment list shall be published in the notice board of the Grama Panchayat inviting objections thereto.

(iii) Objections received, if any, shall be considered by the Grama Panchayat in a meeting and assessment be finalized.

(iv) The final assessment list shall be published in the notice board of the Grama Panchayat.

(2) Any person aggrieved by the assessment under sub-rule (1), may prefer appeal under section 133 of the Act.

57. **Custody of Grama Fund. -** (a) All moneys received by a Grama Panchayat shall be **deposited in a nationalized commercial bank or** Post Office Savings Bank **accounts and i**n the manner provided under section 94 of the Act,1964. Reconciliation of Bank Account shall be done at close of every month regularly.

(b) The deposit and withdrawal from Grama Fund shall be operated jointly **through cheque** by the Sarapanch, Executive Officer and Secretary of the Grama Panchayat:

Provided that in case of a vacancy in the office of the Sarapanch due to suspension, death, resignation or otherwise, the fund shall be operated jointly on signature of the Naib Sarapanch or officiating Sarapanch, as the case may be, and Executive Officer and Secretary of the Grama Panchayat:

Provided further that in case of a Grama Panchayat where there is no Secretary, the Grama Fund shall be operated jointly by the Sarapanch and Executive Officer of the Grama Panchayat.

(c) The cash balance and the valuable securities in the custody of the Executive Officer as provided under section 123 of the Act and the cash in the custody of the Sarapanch authorized under section 94 shall be kept under the double lock of different patterns. All the keys of one lock shall remain with the Executive Officer and all the keys of the other lock shall remain with the Sarapanch of the Grama Panchayat:

Provided that in the absence of the Sarapanch all the keys in his custody shall remain with the Naib Sarapanch and in the absence of both, the keys shall be with the officiating Sarapanch elected under sub-section (4) of Section 21 of the Act:

58. (1). The Cash Book of the Grama Panchayat and the cash balance including the Post Office Savings Bank Pass Book, if any, shall be made available for inspection at any reasonable time to all inspecting authorities and Auditors appointed under the Act.

(2) Any shortage noticed in the cash balance during inspection or audit shall be treated as misappropriated and the person concerned shall be liable to be proceeded against under Section 9 of the Odisha Local Fund Audit Act, 1948 in addition to being criminally proceeded against.

59. **Loan Rules.** (1) Where a Grama Sasan desires to borrow money under section 95 of the Act, it shall submit an application to the Collector of the District in **Form No.17** accompanied by a resolution of the Grama Panchayat to that effect.

(2) The Collector shall forward such loan application received under sub-rule (1) to the State Government with the recommendations thereon, if after due examination and enquiry he is satisfied that the following conditions are fulfilled, namely,-

(a) that the application is in the prescribed form and has been accompanied by the resolution of the Grama Panchayat;

(b) that the statements contained in the application are true and correct;

(c) that the financial position of the Grama Sasan is sound enough to enable it to repay the loan applied for;

(d) that the term of the loan does not exceed fifteen years;

(e) that in respect of a loan applied for from the State Government, the Grama Sasan has furnished an undertaking to pay interest at such rate or rates as would be fixed by the State Government in respect of the loan applied for;

(f) that in case of loan applied for raising orchards or for digging or renovation of tanks for pisciculture purpose, the land on which the orchard or tank is proposed to be raised or dug or the tank proposed to be renovated, vests in or belongs to the Grama Sasan;

(g) that in case of loans applied for construction of buildings or sheds, the land on which the building or shed is proposed to be constructed vests in or belongs to the Grama Sasan;

(h) that in case of a loan applied for from the State Government, the total loan (both Government and Non-Government loan) outstanding against the Grama Sasan at the time does not exceed 10 times the average of its income of the three years preceding the year in which the application is made;

Exception – This condition may be relaxed in case of Grama Sasan which has not completed three years;

(i) that in case of a Non-Government loan applied for, the amount of such loan including the amount of such loans outstanding at the time does not exceed three times the income of the Grama Sasan preceding the year in which the application is made and the total loan (both Government and Non-Government loans) outstanding at the time including the one, applied for does not exceed 10 times the average of the income of the three preceding years of the Grama Sasan;

Provided that where the Grama Sasan intends to take up any irrigation project the amount of loan may exceed the above limit but shall not exceed five times the income of the Grama Sasan preceding the year in which the application is made; and

(ii) that the work for which the loan is applied for would be feasible and also remunerative to the Grama Sasan.

60. (1) Notwithstanding anything to the contrary in these rules the State Government may,-

(a) sanction or refuse, in whole or in part the amount of loan applied for by a Grama Sasan from the State Government;

(b) grant or refuse permission to the Grama Sasan to obtain a Non-Government loan; and

(c) impose any condition not inconsistent with the provision of Act and the rules, as deemed fit, in respect of such loan.

(2) All orders sanctioning in whole or in part, the amount of loan applied for by a Grama Sasan from the State Government, shall be communicated to the Grama Sasan.

61. A Grama Sasan shall,-

(1) be bound to carry out the terms and conditions, if any, imposed by the State Government in respect of,–

(a) a loan sanctioned by the State Government to the Grama Sasan; or

(b) Non-Government loan, if any, taken by the Grama Sasan.

(2) furnish to the State Government such information as the State Government may require, at any time, regarding its fund and the loans.

(3) (a) repay the loan taken from the State Government in accordance with the terms and condition imposed by the State Government in respect of such loan; or

(b) pay interest on such loan at the rate or rates and as per the terms and conditions imposed by the State Government in respect of such loan:

Provided that if the amount of loan taken from the State Government or any installment of such loan or interest payable in respect of such loan is not paid by a Grama Sasan within the period fixed by the State Government in that behalf, the Grama Sasan shall be liable to pay interest at the rate of two (2) per cent in respect of such installments of principal or interest as the case may be, in addition to the interest fixed in respect of such loan:

Provided further that, if the whole or any part of a loan taken from the State Government by a Grama Sasan is not utilized for the purpose for which it was taken within the period by the State Government in respect of such loan, the Grama Sasan shall be liable to pay interest at 12½ per cent per annum in respect of the unutilized amount from the date of disbursement of the loan.

(4) Any amount of loan taken by the Grama Sasan from the State Government, which remain unspent at the end of the period fixed by the State Government for utilization of the loan amount, or which remain unspent at the completion of the work for which such loan was taken by the Grama Sasan, shall be refunded forthwith to the Government by the Grama Sasan, along with the amount of interest due in respect of such amount:

Provided that the Director of Grama Panchayats may grant such time to a Grama Sasan for utilization or refund, as the case may be, of such amount as he may consider necessary.

(5) Notwithstanding anything to the contrary contained in these rules, if any money borrowed by a Grama Sasan from the State Government or any installment thereof, or the interest in respect of such loan, is not paid by the Grama Sasan in accordance with the terms and conditions imposed by the State Government in respect of such loan, or in accordance with the provisions of these rules;-

(a) The Director of Grama Panchayats may, in his discretion, attach the funds of the Grama Sasan and, after such attachment no person except an officer appointed in this behalf by the Director shall deal with the attached funds;

(b) The Director of Grama Panchayats may also in his discretion adjust the arrear installment of principal and the amounts of interest payable by the Grama Sasan in respect of such loans against the grants or subsidy due to the Grama Sasan.

(6) A Grama Sasan may with the previous permission of the Director of Grama Panchayats repay the whole or any part of a loan taken from the State Government along with the interest, if any, before the period fixed by the State Government in that behalf.

62. When the Director decides to attach any fund of a Grama Sasan under sub-rule (5) of rule 61, the following procedure shall be observed, namely -

(a) The Director shall issue notice to the Grama Sasan prohibiting collection or management of such fund by the Grama Sasan and vesting the administration thereof on such officer or officers as the Director may appoint;

(b) The Director shall cause such notice to be published in the official gazette and in such manner as he may deem fit within the local limits of such area subject to control of the Grama Sasan;

(c) The Officer appointed by the Director under rule 90 shall pay the money collected or received under such attachment to the lender, or, in case of a loan from the State Government into the Treasury;

(d) The said officer shall prepare the accounts of money so collected and of the cost of collections in such form as the Director may from time to time direct. He shall deliver a copy of the account to the Grama Sasan and shall cause a copy to be published in the official Gazette.

63. (1) The Drawing and Disbursing Officer in respect of a loan sanctioned by the State Government to a Grama Sasan shall be the District Panchayat Officer concerned.

(2) The Drawing and Disbursing Officer of a loan sanctioned by the State Government to a Grama Sasan, shall;-

(a) intimate the Director and the Block Development Officer the date of drawal of the loan amount with the relevant T.V. No. and the date of disbursement of the same to Grama Sasan in the first week of the month during which the loan amount is drawn and disbursed;

(b) furnish to the Director at the end of every quarter of each year full particulars of loan sanctioned and disbursed to the Grama Sasan of his area and the recoveries of principal and interest in respect of such loan, in such form and in such manner as may be directed by the Director of Grama Panchayats from time to time.

64 (1) The account of every loan sanctioned to a Grama Sasan by the State Government shall be maintained by the District Panchayat Officer of the area within which the Grama Sasan lies, in such form and in such manner as may be directed by the Director of Grama Panchayats from time to time.

(2) The District Panchayat Officer shall furnish by the 15th of November and 15th of May of each year an abstract showing full particulars of loans sanctioned by the State Government to a Grama Sasan within his area and of all the recoveries of principal and interest thereof, to the Director in **Form No.18**. A copy of such abstract shall be sent by the District Panchayat Officer to the Accountant General, Odisha simultaneously.

(3) The amount of principal and interest outstanding against a Grama Sasan in respect of a Government loan shall be intimated by the District Panchayat Officer to the concerned Grama Sasan by the 15th of May each year.

(4)(a) Refunds or repayment of Government loans including the amount of interest shall be made in the Treasury or Sub-Treasury of the district within which the Grama Sasan lies, in Form No.6.

(b) Challans shall be presented in quadruplicate. Two parts of the challan shall be returned by the Treasury to the depositor, one part shall be retained by the Treasury and the other part shall be sent by the Treasury to the District Panchayat Officer of the District duly signed as proof of payment.

65. Accounts of loan received and utilized shall be maintained in a register in **Form No.19.**

66. **Accounting Procedure and Audit Rules.** The purpose to which the Grama Fund may be applied include all object expressly declared obligatory or discretionary under the Act and the rules made there under and in general everything incidental to the administration of the said purposes.

67. The accounts and registers prescribed under these rules shall be maintained according to the financial year.

68. **Finance Rules.--** (1) The budget estimate of the Grama Panchayat shall be **prepared in Form No.20**.

(2) A consolidated abstract register of budget provisions including supplementary grants shall be maintained in FORMAT-II

(3) All the receivable and payable details shall be maintained as prescribed in FORMAT-IV.

69. (a) The Executive Officer of the Grama Panchayat shall prepare annual budget estimate and supplementary or revised estimate and shall place such budget estimates before the Grama Panchayat after obtaining approval of the Sarapanch.

(b) The Supplementary or revised estimate shall be prepared in **Form No.21** and the heads and figures relating to item which requires alteration shall only be mentioned in the form. The reasons for altering the figures in the original budget estimates shall be adequately explained.

70. The working balance to be provided for in the budget shall not be less than 4 per cent of the estimated receipts of the year excluding the income from endowments and grants.

71.(1) The annual, the first supplementary or revised and the second supplementary or revised budget of a Grama Panchayat shall, after being sanctioned by the Panchayat, be submitted to the Grama Sasan by 7th March, 7th August and 7th March respectively.

(2) The Grama Sasan shall approve the annual first supplementary or revised and the second supplementary or revised budget of Grama Panchayats at meetings on or before 21st March, 21st August and 21st March, respectively with or without modification after satisfying itself on the following points namely :-

(i) the estimate or receipts is exhaustive and provided for the collection of the entire loans and tax dues outstanding and those falling due during the budget year and the accounts is taken of all receipts from all sources;

(ii) the recommendation, if any, of the Government have been duly considered in framing the budget;

(iii) provision has been made for all obligatory charges including functions, institutions, trusts and the like transferred to the Grama Panchayat, other developmental activities prescribed by the Government;

(iv) provision has been made for the due discharge of all liabilities in respect of loans contracted and for all other commitments;

(v) variations between the figures of the budget year and those of the previous year have been adequately explained;

(vi) due account is taken of contributions from people and institutions; and

(vii) due credit has been given to funds that may be available to the Panchayat as intimated by Grama Sasan at different stages.

(3) The budget shall take effect from the date of approval of the Grama Sasan.

72. (1) If at a meeting, convened for the purpose of approval of the annual budget, the Grama Sasan fails to record its approval to the same or, as the case may be, the first or second supplementary or revised budget, the Grama Panchayat shall inform the Sub-Divisional Panchayat Officer, who shall in turn convene a special meeting of the Grama Sasan for the purpose.

(2) If in such special meeting so convened by Sub-Divisional Panchayat Officer, the Grama Sasan still fails to record its approval to the annual budget or, as the case may be, the first or second supplementary or revised budget, the Sub-Divisional Panchayat Officer shall, on the basis of the actuals of receipt and expenditure of the previous year, scrutinize such budget and certify the same to the Grama Panchayat whereupon such budget shall become final.

(3) If the Grama Panchayat's budget and the first and second supplementary or revised budget are not approved by the Grama Sasan on or before 21st March and 21st August, respectively, the Grama Panchayat shall incur expenditure with the previous approval of the Sub-Divisional Panchayat Officer.

73. (1) **Receipt,** All moneys received by the Sarapanch or Executive Officer or Secretary or by any officer or servant of the Grama Panchayat authorized in this behalf, shall be brought into account as soon as they are received. All moneys so received shall be credited into the Grama Fund daily.

(2) No money received on behalf of the Grama Sasan shall be utilized for expenditure without first being brought into account.

74. No person entrusted with the collection of any fund relating to the Grama Sasan shall collect any sum without issue of a proper receipt in the prescribed form.

75. A printed receipt on **Form No.22** shall be issued for collection of latrine tax or conservancy tax, lighting rate, drainage fee, water rate, warrant fee, distraint fee and such other fees or taxes as may be levied under the Act from time to time.

76. For collection of all demands including sale, auction or lease or any property or for any usufruct thereof, or for any demand other than those mentioned in rule 97 receipt in **From No.7** shall be issued.

77. (1) All receipts issued shall be signed by the person authorized to collect. A carbon copy of the receipt shall be maintained as counterfoil.

(2) The person authorized to collect Tax shall bring the register of daily collections and counterfoil of receipts with all sums collected by him daily to the Executive Officer.

(3) All collections of revenue made by the person authorized to collect by granting receipt either in **Form No.22 or No.7** as the case may be shall be entered into the daily collection register in **Form No.23**.

(4) The Executive Officer shall examine and check the counterfoil receipts of **Form No. 22 or No. 7**, and shall sign the daily collection register in token of receipt and also make an entry of the amount received in the Cash Book.

78. (1) Each Gram Panchayat shall prepare a register of Demand ,Collection and Balances of all its tax and non-tax dues in a manner as prescribed **in FORMAT –VIII** and update the same.

(2) The demand and collection register in respect of dues collected in **Form No.22** shall be maintained in **Form No.24**.

(3) For all demands other than those on account of latrine or conservancy tax, lighting rate, drainage fees and water-rate a register in **Form No.25** shall be kept.

79. (1) The cheques received from any authority towards payment of contribution, grants-in-aid or loans shall be entered in the register of cheques in **Form No.26** and after they have been realized the cash shall be credited into Grama Fund in the Cash Book.

(2) A register to monitor the receipt and deposit of cheques, encashment of cheques, credit and debit of cash to and from Bank shall be maintained as prescribed in **FORMAT-III** and shall be updated after due reconciliation with banks on frequent intervals.

(3) A consolidated abstract register of accounts of grant-in-aid (both plan and Non-plan) received shall be prepared in a register in **Form No.27** and maintained in **FORMAT-II.**

80. In cases, in which conditions are attached to the utilization of grant specifying the particular object of expenditure or the time within which the money shall be spent, it shall be the responsibility of the Sarapanch to see that money is well spent and the utilization certificate is furnished within the date prescribed in the order sanctioning the grant-in-aid to the concerned authority in fulfillment of these conditions.

81. **Expenditure .** (1) No amount shall be drawn from the Grama Fund unless it is necessary for immediate payment and supported by approval of Grama Panchayat to incur expenditure for which payment is required.

(2) Direction shall not be given by any authority other than the Administrative Department for incurring expenditure from the Grama Fund for a purpose for which fund has not been constituted in the Grama Fund.

(3) All payments out of the Grama Fund in respect of claims presented to the Grama Sasan shall be made “through accounts payee cheques only” after the bills are passed by the Sarapanch;

Provided that payment may be made in cash for amount not exceeding Rupees one thousand.

82. No expenditure shall be incurred without budget provision and sanction of the competent authorities supported by a resolution of the Grama Panchayat concerned to incur such expenditure.

83. Claims for all payments from the Grama Fund shall be presented to the Secretary or in his absence to the Executive Officer of the Grama Panchayat and payment shall be made only after the bills are checked by the Executive Officer and passed by the Sarpanch.

84. All vouchers shall be numbered serially for each year and filed in the office of the Grama Panchayat in a Guard file even if printed version through computerized maintenance of accounts is available.

85. The cheque book may be requisitioned from the Bank in favour of the Executive Officer and Sarpanch jointly.

86. The cheque may be signed jointly by the Executive Officer and the Sarpanch.

87. No Panchayat shall, without the sanction of the District Panchayat Officer, incur any expenditure in connection with any suit or legal proceedings.

88. (1) No expenditure shall be incurred by the Grama Panchayat on the following accounts:-

(a) donations to any individual or institution, any contribution for any purpose or creation of scholarship as contemplated under sub-section (2) of section 97 of the Act without prior approval of the Collector; and

(b) in ceremonial and religious festivals, reception of important persons or for the propagation of any scheme of Central or State Government except those specifically allowed by the District Panchayat Officer.

(2) The Grama Panchayat may incur expenditure on celebrating the Independence Day and the Republic Day after a resolution is passed to this effect by the Grama Panchayat.

(3) The application for donation or any financial aid shall be made to the Grama Panchayat concerned in **Form No.28** and the Grama Panchayat shall issue the sanction order in **Form No.29**.

(4) The Grama Panchayat shall not make further contribution unless utilization certificate for the previous grant sanctioned is received.

(5) Expenditure under sub-rule(1) and (2) shall be met from the own income of the Grama Panchayat.

89. At the time of making payment in cash or issuing cheques, the Secretary or in his absence the Executive Officer shall take stamped receipt, if necessary, from the payee and endorse the bill with the words Paid Rs. …….. (Rupees……) only in cash or cheque. The amount being written in words as well as in figures. The endorsement shall be dated and signed by the Executive Officer and the Sarapanch and shall bear the number of the voucher as in the Cash Book. If the payee is illiterate, the payment shall be attested by a competent witness in addition to the Paying Officer.

90. **Pay and Allowances.** Pay, leave salary and allowances shall not be paid before the first working day of the month following that to which the payment relates.

91.(1) Pay, leave salary and allowances may be drawn for the day of a man's death and the hour at which death takes place does not affect the claim. Payment due to a deceased officer or a servant of the Panchayat shall not be made except on the production of an authority specified in the Indian Succession Act, 1925:

Provided that payments may be made without the production of such authority to the extent of fifteen days' salary under resolution of the Grama Panchayat after such enquiry as it may consider sufficient about the right of the claimant.

(2) Acquaintance for disbursement of pay and allowance shall be maintained in **Form No.30** by the Secretary on in his absence by the Executive Officer. The disbursement shall be made by the Secretary or in his absence by the Executive Officer after obtaining the approval of the Sarapanch.

92. **Cash Book and Monthly Accounts.** The accounts and registers of the Grama Panchayat shall be written in Odia.

93. (1) All receipts and payments of the Grama Panchayat shall be entered in the Cash Book in **Form No.31** and **FORMAT-I**

(2) The Secretary of the Grama Panchayat or in his absence the Executive Officer shall record all transactions in the Cash Book on the same day on which money is received or paid.

(3) At the closure of the day of transaction, the analysis of the closing balances shall be clearly indicated and the Cash Book **in FORMAT-I**, shall be signed by the Secretary, Executive Officer and Sarapanch of the Grama Panchayat. In the absence of Secretary, the Cash Book shall be signed by the Executive Officer and the Sarapanch of the Grama Panchayat,

(4) It shall be competent for the Gram Panchayat Extension Officer to verify the Cash Book and cash in hand at least once in a month with reference to the vouchers and case records.

94. (a) Where the Grama Panchayat has accounts with a Bank other than the Postal Savings Bank, a register to be named "Bank Register of the Grama Panchayat" shall be maintained in **Form No.32**. All deposits made in a Postal Savings Bank or any other Bank in accounts of the Grama Panchayat and all withdrawals from such accounts shall invariably be noted in the Cash Book of the Grama Panchayat under the heading Bank **in FORMAT III.**

(b) No person employed in the business of Bank of the Banker with whom the Grama Fund is deposited shall be requested or permitted to assist in any way in collecting the revenue of the Grama Sasan.

95. (1) The Cash Book and the registers shall be strongly bound and pages shall be numbered and certified by the Sarapanch before being brought into use.

(2) The Cash Book, Files, Registers and all other records of the Grama Panchayat shall be properly maintained by the Secretary and scrutinized by the Executive Officer for the purpose of this Act and the rules made there under.

(3) In case of Grama Panchayat where there is no Secretary, Executive Officer shall maintain the cash book, register and records of the Grama Panchayat.

(4) All corrections and alterations in the accounts shall be neatly made in red ink and attested by the Sarapanch. Similarly, all alterations and corrections in vouchers shall be duly authenticated by the Payee. Erasures shall on no account be permitted in registers, statements, vouchers of accounts or any description.

96. (1) At the monthly meeting of the Grama Panchayat all accounts and statements up to the end of the previous month shall be considered and passed. The Grama Panchayat before passing the accounts may undertake such scrutiny of the accounts as it may consider necessary. A copy of the monthly account indicating the deposit in the Postal Savings Bank or any other Bank and the cash in hands of the Sarapanch and Secretary or in his absence the Executive Officer and the advance paid shall be submitted to the District Panchayat Officer.

(2) The Sarapanch shall after passing all the accounts by the Grama Panchayat, certify to that effect on the body of the Cash Book

(3). The Panchayat Extension Officer or any other Officer authorized by the Development Officer shall scrutinize the accounts of the Grama Panchayat every month and bring to the notice of the proper authorities any discrepancy, irregularity, misappropriation or defalcation.

97. **Annual Accounts.** (1) Soon after the close of the financial year but not later than the 30th April, the Annual Account of the Grama Panchayat showing total receipt and payment during the year under the several items with opening and closing balance including statement of receivable and payable shall be prepared in **Form No. 33 and Form No.34.**

(2) The annual account together with the utilization certificates for all grant-in-aids received during the financial year shall, with the prior approval of the Grama Panchayat, be placed before the Grama Sasan in a meeting convened for the purpose.

(3) After the Grama Sasan records its approval under sub-rule (2), the Sarapanch shall record a certificate on the body of the annual accounts or the utilization certificate, as the case may be, to the effect that such account or certificates have been approved by the Grama Sasan and then submit the same to the District Panchayat Officer by the 31st May every year.

(4) A copy of the annual accounts so approved by the Grama Sasan shall also be published in the notice board of the Grama Panchayat for general information.

98. (1) A stock register of receipt and issue shall be kept in **Form No.35** in which all receipts and issues shall be posted.

(2) Issues for the purpose of destruction shall also be recorded in this Form. If any complete book of unused form is returned, it shall be entered in the stock register as a receipt.

99. An inventory register of stock of tools and plants shall be maintained in **Form No.36.**

100. All unserviceable tools and plants shall be disposed of with the sanction of the Sarapanch by public auction and the details shall be noted in the register as prescribed in **FORMAT-VIII.**

101. All entries and their disposal shall be initiated by the Sarapanch or in his absence such member of the Grama Panchayat as may be authorized in his behalf by a resolution of the Grama Panchayat and shall be placed in the next meeting of the Grama Panchayat.

102. The stock shall be verified half-yearly by the 30th June and the 31st December jointly by the Executive Officer and the Sarpanch and the results of verification recorded in the Stock Book.

103. **Loss of Property .** (1)(a) Whenever any loss of money, stores or other property by embezzlement, theft, fire or otherwise is discovered, the Sarapanch or in his absence the Executive Officer or any other Inspecting Officer shall forthwith report the facts to the Director of Grama Panchayats and the Examiner of Local Accounts, the Panchayat Samiti, the Sub-Collector, the District Panchayat Officer and the Collector.

(b) The Sarapanch and Executive Officer shall take all possible steps to recover the properties, stock and stores and records damaged by fire and other natural calamities.

(c) The Sarapanch and Executive Officer shall lodge FIR in the Police Station in the event of theft of money, stock and store and properties and take steps for recovery of stolen properties.

(d) The Sarpanch shall place the facts before the Grama Panchayat Meeting and explain about steps taken for recovery of lost property.

(2) On receipt of such a report, the Block Development Officer shall fully investigate into the matter and submit a complete report to the Sub-Collector, Collector and the Director of Grama Panchayats showing the total sum of money or the value of stores or other property lost, the manner in which such loss occurred and the steps taken by the Sarapanch to recover the money, stores or other property. The submission of the report prescribed in these rules does not preclude the Sarapanch to take such further action as may be considered necessary.

(3) No money, stores or other property lost by embezzlement, theft, fire or otherwise shall be written off from the accounts of the Grama Fund except with sanction of the Director of Grama Panchayats and Examiner of Local Accounts.

(4) On receipt of the report of loss, the Examiner of Local Accounts will consider whether he shall direct an audit to be made with a view to taking action under section 9 of the Local Fund Audit Act, 1948.

(5) Government may, suo motu or on receiving complaint from any party, direct special audit of the Grama Panchayat.

104. (1). The audit of the accounts of every Grama Panchayat shall be arranged by the Examiner of Local Accounts or other authorities empowered in this behalf, at such intervals and in such manner as may be directed by the Examiner of Local Accounts in accordance with the provisions of the Local Fund Audit Act, 1948 and the rules made there under.

(2) Audit of Grama Panchayat shall normally be taken up by the Auditors appointed as Auditors by the Examiner of Local Accounts under section 100(3) of the Odisha Grama Panchayat Act 1964 read with section 4(3) of Odisha Local Fund Audit Act 1948.

(3) The Audit Report shall be submitted in the manner as may be directed by the Examiner of Local Accounts.

(4) No fee shall be charged to the Grama Panchayats towards audit fees notwithstanding the provisions contained in any other rules.

(5) On receipt of the Audit reports in the Grama Panchayats, the Sarapanch shall within a month of the receipt of the report convene a special meeting of the Grama Panchayat to consider the objections made by the Officers and to decide upon the action to be taken thereto.

(6) The Sarapanch shall deal promptly with the objection statement which may be appended to the audit note.

(7) A compliance report to the Audit report shall be submitted to Examiner of Local Accounts or any other authorized in this behalf within 3 months of the date of receipt of the Audit report.

(8) A copy of the Audit Report and the compliance report shall be kept in the office of the Grama Panchayat and produced for information of the inspecting officers at the time of their visit.

(9) The Audit Register shall be maintained by every Grama Panchayat in **Form No.37**.

(10) The objections raised in the Audit Report and the report of compliance thereto shall be kept in a bound register and be produced for information to the inspecting officers/audit at the time of their visit.

105. **Surcharge Proceedings.** (1) The Examiner of Local Accounts or any other officer appointed to exercise the powers and discharge functions of the Examiner of Local Accounts shall on receipt of the Audit report under section 100 of the Act scrutinize them and if necessary issue a show-cause notice against the person held responsible in **Form No.38** in respect of the amount held under objection under sub-section (2) of section 9 of the Odisha Local Fund Audit Act, 1948.

(2) Such notice shall be sent by registered post with acknowledgement due, to his last known address and on the failure of service by registered post, the process shall be sent to the Block Development Officer to be served on the person within a date to be fixed by the Examiner. If the person is not found in the house where he ordinarily resides, then the notice will be hung up in some conspicuous part of the house in the presence of at least two witnesses who shall be persons residing in that village.

(3) The surcharge **order** under sub-section (3) of section 9 of the Odisha Local Fund Audit Act, 1948 shall be issued in **Form No.39**.

(4) If the party has appeared in the show cause proceedings and shown cause before the Examiner, Deputy Examiner or Assistant Examiner, as the case may be, the order in **Form No.39 may be served on the person at the conclusion of the proceedings** on a date to be fixed but if he does not appear on the fixed date this may be sent to him by registered post and hung on the Notice Board of the Assistant Examiner.

(5) In a **surcharge proceeding**, the **onus will be on the person against whom notice has been issued, to prove to the** satisfaction of the Examiner, Deputy Examiner or Assistant Examiner, as the case may be, that the liability found against him in the Audit, has been either fully or partly discharged.

(6) The **amount to be recovered in accordance with the surcharge order** passed in **Form No.39** which shall be realised and deposited in the Treasury under Revenue Deposit. The same shall be subsequently withdrawn from the Treasury by the Collector and paid into the Grama Fund.

(7) If any person **held liable** under section 9 of the Odisha Local Fund Audit Act is not available or dead either before the issue of service of show cause notice in **Form No.38** or before the issue of service of surcharge order in **Form No.39** then such notice or surcharge orders shall be served on the legal heir of the person by registered post, acknowledgement due and any amount held liable for recovery from such person shall be recoverable from the legal heir of such person as arrear of land revenue under the provisions of the Odisha Local Fund Audit Act.

(8) The Collector shall submit a half-yearly statement of the amount realized through surcharge proceedings, deposited into the Treasury and the amount paid into the Grama Fund to Examiner of Local accounts by the 31st October and the 30th April every year.

106. **Appeal. (1)** (a) Any person aggrieved by any surcharge order may prefer an appeal to such authority as the Government may appoint in this behalf within the time limit specified under section 11 of the Odisha Local Fund Audit Act, 1948. The memorandum of appeal shall be presented in **Form No.40** enclose a copy of the order appealed against.

(b) No fees shall be charged for filling any appeal provided under the Odisha Local Fund Audit Act, 1948.

(2) If the memorandum of appeal is not in the specified form or if the requirements of the form are not fully complied with, the Appellate Authority may reject the appeal summarily after giving the appellant such opportunity as it may think fit.

(3) If the appeal is not summarily rejected, the Appellate Authority shall fix a date and place for hearing the appeal and from time to time adjourn the hearing.

(4) The Appellate Authority may before disposing of any appeal make such further enquiry as it thinks fit or cause further enquiry to be made by the Examiner of Local Accounts or the Assistant Examiner of Local Accounts as the case may be.

(5) The Appellate Authority in disposing of any appeal under section 11 of the Odisha Local Fund Audit Act, 1948 may dismiss, allow in whole or in part the appeal petition or set aside the surcharge order directing the Examiner of Local Accounts or the Deputy Examiner of Local Accounts or the Assistant Examiner of Local Accounts, as the case may be, to pass a fresh order after such further enquiry as may be directed.

(6) Any order passed in the manner stated above by the Appellate Authority shall be final.

(7) All the orders passed by the Appellate Authority on the appeal petition filed shall be furnished to the appellant, the Examiner of Local Accounts and the Deputy Examiner of Local Accounts of Assistant Examiner of Local Accounts.

107. The Appellate Authority shall furnish to the Government the information relating to the receipt, disposal and pendency of appeals as may be required from time to time.

108. **Procedure for service of notice.** All notices and requisitions relating to surcharge proceedings shall be sent by registered post with acknowledgement due to the last known address of the person concerned and on the failure of service by registered post the process shall be sent to the Block Development Officer to be served on a persons within a date to be fixed by the Examiner. If the person is not found in the house where he ordinarily resides, then, the notice shall be hung up in some conspicuous part of his house in presence of at least two witnesses who shall be residing in that village.

109. The vouchers, registers and other forms prescribed shall be retained or weeded and destroyed as noted below after all audit objection for the concerning period have been settled :--

Form (1)		Period of retention (2)
Budget Estimate	…	5 years
Assessment list	…	6 years
Demand collection register	…	10 years
Monthly accounts	…	5 years
General Cash Book	…	Permanent
Remittance Chalan	…	3 years
Security bonds	…	5 years after they cease to have effect.
Stock register of tools	…	Permanent
Acquittance Rolls	…	5 years
Contingent vouchers	…	10 years
Annual accounts	…	10 years
Receipts	…	5 years
Register of Advance	…	Permanent
Audit Reports and Audit Registers	…	10 years
Cheque registers (Form No.35)	…	3 years
Resolution Book	…	Permanent
Stock Register of receipt forms	…	3 years

110. In the matters of details connected with the maintenance audit, the Grama Panchayat shall be guided by the instructions of the Examiner of Local Accounts.

111. **Collection of Taxes, Fees, Tolls, Rents, etc.** (1) The Grama Panchayat may appoint one or more persons as Tax Collectors to collect latrine or conservancy tax, fees, tolls, rents and rates, etc. on annual contract basis.

(2) Remuneration of Tax Collectors shall be borne by the Grama Panchayat out of its own income. Any other employee authorized for the purpose may also collect tax, fees, tolls, rents etc.

112. **Tax Payable in Advance.** The latrine or conservancy tax, the lighting rate, the drainage fees and the water-rate shall be payable in advance in half-yearly or quarterly installments as the Grama Panchayat may decide and every such installment shall be demand to be due on the first day of the half-year or quarter, as the case may be, in respect of which it is payable.

113. **Payment of Installment to be made within fifteen days.** Every person liable to pay any sum assessed upon him shall, within fifteen days after the day upon which such installment becomes due, pay or tender such installment to the Tax Collector or any other employee authorized for the purpose. The Tax Collector or any other employee authorized for the purpose shall grant a receipt in **Form No.22** for all payments made to him and shall at the time of granting the receipt make an entry in the Daily Collection Register in **Form No.23**. A demand and Collection Register shall be maintained in **Form No.24**.

114. **Publication of list of defaulters.** (1) Immediately after the fifteenth day of each half-year or quarter, as the case may be, the Tax Collector or any other person authorized for the purpose shall prepare a list of the persons who have failed to pay their respective installments of the latrine or conservancy tax, lighting rate, drainage fee, water-rate (or any other dues) for such period showing the amount due from each of such defaulters and shall cause the list to be published in a conspicuous part of the local area in which the defaulters reside.

(2) An appeal against any claim included in a bill presented under sub-section (2) of section 102 of the Act may be filed before the Sub-Collector within fifteen days enclosing a copy of the bill.

(3) A revision against the decision of the Sub-Collector under the foregoing sub-rule may lie before the Collector within a period of seven days of the passing of the order. It shall accompany a copy of the order of the Sub-Collector.

115. **Issue of Distress warrant .** (1) After the publication of the list prescribed in rule 114, the Secretary or in his absence the Executive Officer shall cause a notice of demand in **Form No.41** served upon the defaulter and if such payment is not made within fifteen days from the date of the service of the notice of demand shall issue a

distress warrant in **Form No.42** authorizing any person as may be named therein to levy by distraining and sale a portion of the movable property of the defaulter (except ploughs, seeds grain, plough cattle and such cattle as may be necessary enable the defaulter to earn his livelihood, tools and implements of trade and agriculture and articles required for worship or prayer, the necessary wearing apparel and bedding of the defaulter, his wife and children and his necessary cooking utensils and books of accounts) so as to recover the amounts of his arrears together with a warrant fee of rupees five only for each warrant and a distraint fee according to the scale prescribed in sub-rule (3) of this rule.

(2) A copy of the distress warrant shall be communicated to the Sub-Collector and to the local Police.

(3) For every distraint, a fee shall be charged on the following scale:--

Sums distrained for		Fees
Under Rs.10/-	..	Rs.3.00
Over Rs.10/- and under Rs.50/-	..	Rs.6.00
Over Rs.50/- and under Rs.100/-	..	Rs.12.00
Over Rs.100/-	..	Rs.12.00 for every part thereof

116. **Manner of executing distress warrant.** The person authorized by a distress warrant under rule 115 shall unless the amount is paid at once seize such movable property of the defaulter as he shall deem sufficient and shall make inventory of all property so seized and shall at the same time deliver a copy thereof to the defaulter and give notice by beat of drum of the time and place when such property will be sold, provided that the time of sale shall not be less than two days not more than five days from the time of the proclamation thereof.

117. **Sale of Property.** All property seized under rule 116 shall be kept in the custody of the Secretary or in his absence in the custody of Executive Officer or such person authorized by him. If the defaulter does not within the time announced by beat of drum under rule 116 pay the amount of the arrears and of the warrant and distraint fee due from him, the movable property detained or such portion of it, as may be necessary, shall be sold by public auction at the time and place specified and the

proceeds shall be applied in discharge of the arrears, fees and charges incurred in connection with the detention and the sale of the property so distrained. The Secretary in his absence the Executive Officer shall be present at every sale held under this rule.

118. **Grant of Receipt.** The person authorized to levy tax by distraint and sale, shall after the sale, grant the default a receipt in the usual form and shall return to the person in possession of the movable property at the time of the seizure, any property not sold and the surplus sale-proceeds, if any, if the person in possession of the movable property at the time of the seizure refuses to accept the surplus sale-proceeds, if any, may be credited to the Gram Fund and may be refunded to the owner after proper investigation if he presents his claim within one year from the date of deposit.

119. **Distress warrant register .** A register of distress warrants issued and disposed of shall be maintained in **Form No.43** by each Grama Panchayat.

120. **Objection to distress .** If any person whose name has been entered in the list of defaulter's disputes his liability to pay the amount mentioned in the list of any portion thereof he may apply to the Grama Panchayat in writing stating the ground of his objection. The Grama Panchayat at a meeting shall consider the objection and pass such order thereon as it may deem proper.

121. If after issue of distress warrant under rule 115, the arrear tax is not recovered by seizure of movable property of the defaulter and in the case of defaulter having no movable property the arrear tax shall be recovered as arrear of land revenue in the manner indicated in section 102 (7) of the Act.

122. **Powers of Inspection and Supervision. (1)** Subject to the provision of the Odisha Panchayat Samiti (Administration of Affairs) Rules, 1987 the Chairman of the Panchayat Samiti may inspect all registers, records and documents in possession of control of a Grama Panchayat.

(2) If the Chairman of the Samiti finds any defect or irregularity in course of his inspection on which immediate action by the Government is necessary shall send his inspection report to Government in the Grama Panchayat Department within a week from the date of inspection, with a copy to the concerned Collector.

123. (a) The Grama Panchayat shall maintain a register for the purpose of recording the opinion of the member of the State Legislature of the area. This shall be placed in the meeting of the Grama Panchayat for information.

(b) It shall be the duty of the Secretary or in his absence the Executive Officer of the Grama Panchayat to send a copy of such opinion recorded in the register to the Panchayati Raj Department, Collector or Sub-Collector and Block Development Officer within two weeks from the date of entry in the register.

(c) Inspection note of the Inspecting Officers, Chairman of the Panchayat Samiti and visit notes of the Member of the State Legislature shall on receipt be placed in the next meeting of the Grama Panchayat.

124. **Samiti to act during disability of Panchayat .** During the disability of a Grama Panchayat as mentioned under section 113 of the Act, the Collector may direct the concerned Panchayat Samiti and its Chairman by an order in writing to exercise all or any of the powers and duties of the Grama Panchayat and of its Sarapanch respectively. A copy of such order shall be sent to the Government.

125. **Appointment of Staff .**The Grama Panchayat may with the approval of the District Panchayat Officer of the district appoint Secretary and other staff like Scavengers, Tax Collectors, Peons, etc. as may be necessary for enabling it to discharge its duties and perform its function for carrying out the purpose of the Act and the rules made there under, subject to condition that remuneration of staff appointed under this rule shall be paid by the Gram Panchayat out of its own internal income and no part of such remuneration out of grant or allotment sanctioned by the Government.

126. (a) After the Grama Panchayat decides in a meeting to appoint a Secretary for the Grama Sasan either on a whole time or on a contractual basis, it shall invite applications for the purpose by giving wide publicity by way of affixing notices in the notice board of the Panchayat Samiti and the different Grama Panchayats within the jurisdiction of the Panchayat Samiti concerned. The Grama Panchayat shall also notify the vacancy to the local Employment Exchange as required by section 4 of the Employment Exchange Compulsory notification of Vacancies Act, 1959.

(b) All the applications so received shall be placed before the Grama Panchayat in a meeting and the Panchayat if necessary after interviewing the candidates through a committee constituted by the Gram Panchayat shall select a person found suitable from among the applicants for appointment as Secretary.

(c) After a candidate is selected, the Grama Panchayat shall write to the District Panchayat Officer for his approval. The Panchayat shall forward a copy of each of the resolution under clauses (a) and (b) above to the District Panchayat Officer.

(d) On receipt of the proposal for appointment of Secretary from the Grama Panchayat if the District Panchayat Officer is satisfied that the candidate selected by the Grama Panchayat possesses the prescribed qualification and is eligible for the post of Secretary and the selection has been made in accordance with this rule and the salary proposed to be paid to the Secretary is reasonable and the Gram Panchayat has adequate internal income to meet the expenditure towards the salary, he shall approve the proposal. If the candidate selected by the Grama Panchayats is found to be disqualified for the post of Secretary or the salary proposed to be paid is excessive, the District Panchayat Officer may direct the Grama Panchayat to select another candidate in the prescribed manner or reconsider the salary and resubmit the proposal.

(e) After receipt of the approval of the District Panchayat Officer, the Grama Panchayat may appoint the candidate as Secretary of the Grama Sasan:

Provided that before appointment the candidate selected for the post of Secretary shall produce a fitness certificate from a Medical Officer not below the rank of Assistant Surgeon.

(f) After appointment of a Secretary the Grama Panchayat shall depute him to the Office of the District Panchayat Officer for a period of four months, where he shall receive his Departmental Training. On completion of the training, the period of which may be extended up to one month by the District Panchayat Officer for unsatisfactory work, the District Panchayat Officer shall issue a certificate that the candidate has completed his training.

127. (a) The whole time Secretary of a Grama Panchayat shall be entitled to a consolidated monthly salary, as may be approved by the Grama Sasan.

(b) The Secretary of a Grama Panchayat if appointed on contractual basis shall be entitled to a consolidated monthly salary, as may be approved by the Grama Sasan for a period of twelve months.

(c) The Secretary of a Grama Panchayat whether appointed whole time or on contractual basis, shall be entitled to traveling and daily allowance at the following rates, namely:-

(1) Traveling allowance –

(i) for journey by train, the actual fare in the lowest class; and

(ii) for journey by road, the actual fare in the public bus.

(2) Daily allowance at the rate of fifty rupees for halt for every twenty four hours or part thereof:

Provided that no traveling or daily allowance shall be paid if the place visited is within the area of the Grama Panchayat.

(d) The Sarapanch of the Grama Panchayat shall have power to grant leave to the Secretary of the Grama Sasan for a period not exceeding thirty days in a Calendar year during which he shall be allowed full pay and the Sarapanch shall entrust the work of the Secretary to the Executive Officer who shall remain in formal change of the Secretary. Leave exceeding thirty days in a Calendar year and up to a period of six months, which shall be without pay, can be granted to a Secretary with the approval of the Grama Panchayat.

(e) No person shall be appointed as Secretary of the Grama Sasan unless he has completed eighteen years of age. The Secretary of the Grama Sasan shall not be retained in service after he has completed the age of 55 years.

(f) The Grama Panchayat shall have the power to terminate his services or contract by adopting the procedure prescribed under rule 129(a).

(g) The Grama Panchayat shall have the power to terminate the services of the Secretary appointed on contractual basis with one month notice or one month's salary in lieu thereof.

(h) The Service Book and the Confidential Character Roll shall be maintained for the Secretary of the Grama Sasan in the form prescribed under the Odisha Service Code. The Executive Officer shall be responsible for the correct and up-to-date maintenance of the Service Book. The Character Roll shall remain in the custody of the Executive Officer. The Sarapanch shall record his annual remarks about the work and conduct of the Secretary in the form prescribed by the 7th April every year and thereafter the Block Development Officer shall record his own assessment. The Block Development Officer shall communicate adverse remarks, if any, to the Secretary of the Grama Sasan and advise him to rectify the defects. He shall also keep the Grama Panchayat informed and the Grama Panchayat may take such action as deemed fit within a period of three months from the date of receipt of such communication.

128. (a) The security shall be taken from the Secretary of the Grama Sasan, the amount of which shall not exceed the amount of cash and the money value of the valuable handled or likely to be handled by the Secretary. Such security shall be

either (i) in cash or (ii) Post Office Savings Bank Deposit or (iii) Government Treasury Notes or (iv) National Savings Certificates.

(b) In exceptional cases, where the Secretary is not able to render security either in lump sum or any other of the kinds specified in this rule, the security due shall be obtained from him in installments by reduction of ten (10%) per cent of the salary or such other sum as would make up the security in three years:

Provided that until the full amount of security required in cash has been recovered, personal security may be obtained for not less than double the security required in cash from persons who are solvent to the satisfaction of the Sarapanch or security in immovable property not less than double the amount of security required in cash shall be taken. In later case, the Sarapanch shall satisfy himself that the property accepted as security is free from all encumbrances and that the person tendering such security has absolute title over it.

129. (a) The Grama Panchayat may remove the Secretary of the Grama Sasan from services if he willfully omits or refuses to carry out the duties and functions entrusted to him under the provisions of the Act and the rules or orders made there under or by his action causes loss to the Grama Sasan or has been convicted of any offence:

Provided that no order of removal shall be passed by the Grama Panchayat without giving him reasonable opportunity of showing cause. The grounds on which he is proposed to be removed shall be reduced to the form of definite charge or charges which shall be communicated to him in writing. He shall be required to submit his explanation in writing within a reasonable time.

The Gram Panchayat shall take a decision in the matter after having considered the explanation of the Secretary or any other staff, if any, as the case may be, and having heard him, if he so desires, and thereafter, order of removal may be passed.

(b) The Grama Panchayat may suspend the Secretary of the Grama Sasan pending drawal of the proceedings against him under this rule or if he has been detained in custody for more than forty eight hours , under the provisions of any law for the time being in force. During the period of suspension the Secretary of the

Grama Sasan shall be paid subsistence allowance the amount of which shall not exceed half of his monthly salary.

(c) Provisions of rule 125, 126(a),(b),(c) and (d) shall apply mutatis mutandis in respect of selection of other staff.

130. The Grama Panchayat shall decide the remuneration and allowance to be paid to its staff and the expenditure towards such remuneration shall be met out of its own income as provided under sub-section (2) of section 123 of the Act:

Provided that the Grama Panchayat may appoint the Tax Collector on commission basis as may be decided by the Grama Panchayat:

Provided further, that the Grama Panchayat may from time to time determine the duties to be assigned to the various posts on its establishment.

131. Security shall be taken from the Tax Collector, if any, employed by the Grama Panchayat.

132. **Prescribed Authority .** (a) The Collector shall be the prescribed authority for the purposes of section 129 of the Act; and

(b) The Government shall be the prescribed authority for the purpose of section 49 of the Act.

133. **Miscellaneous.** Whoever contravenes any of the provisions of the rule framed under the Act, or fail to comply with any notice or direction lawfully given to him or any requisition lawfully made upon him under or in pursuance of the said provisions and in the absence of any express provision in that behalf shall without prejudice to any other liability under any other provisions of the Act or rules be on conviction punishable with fine which may extend to one hundred rupees and when the contravention or non-compliance is a continuing one with a further fine which may extend to ten rupee for every day after the date of the first conviction during which an offender is proved to have persisted in committing the offence.

134. **Annual Administration Report on Working of Grama Panchayats.** (1) The Grama Panchayat shall after the close of each financial year, submits the annual administration report on the working of the Grama Panchayat, after its approval in Panchayat meeting, to the District Panchayat Officer by the 15th May of the following year.

(2) The **District Panchayat Officer** shall compile the Annual Administration Report on the basis of Annual Reports submitted by the Gram Panchayats under clause (a) and (b) of sub-rule (4) submit the consolidated report to the Collector by the 15th of July.

(3)The **Collector** shall send a consolidated report for his district along with his observations thereon to the Government by end of September each year.

(4) (a) The Annual Administration Report shall contain a brief and precise account of the working of the Grama Panchayat, its achievements and failures with reference to it's targets, if any, fixed along with the subjects of interests.

(b) Information shall be furnished in the pro forma along with **Formats I II III IV V VI VII VIII** and as may be prescribed by the Government.

135. The Odisha Grama Panchayat Rules, 1968 are hereby repealed:

Provided that, notwithstanding such repeal, any action taken, orders issued, resolutions adopted under the Rules so repealed, shall be deemed to have been taken, issued or adopted under these rules.

136. If at any time or in any case it appears to the Government that doubt or difficulty has arisen in implementation of these rules, they may issue such general special guidelines or orders for removal of the doubt or difficulty.

ANNEXURE

RULES OF BUSINESS

1. **Meetings of Grama Panchayat .** The meetings of the Grama Panchayat shall be held at the office of the Grama Panchayat or at such other public place within the local area as the Sarpanch may, from time to time, determine:

   Provided that no person who is the relative of a member shall be allowed to participate in the meetings or interfere in the day to day business of the Grama Panchayat.

2. Every Grama Panchayat shall meet at least once in every month and the date of such meeting shall be decided by the Sarapanch or in his absence by the Naib Sarapanch:

   Provided that when for any reason it is not possible to hold a meeting on the date so fixed, it shall be held on a day within fifteen days from the date fixed as will be decided by the Sarapanch.

3. (1) The Sarpanch may call special meeting of the Grama Panchayat at any time and shall do so on the requisition of at least one-third of the total membership of the Grama Panchayat. If the Sarpanch fails to call a meeting within thirty days after receiving such a requisition, the member who have signed the requisition may report the fact to the Collector who shall thereupon call the meeting within seven days from receipt of the report.

   (2) The Collector or any other Officer empowered by Government may give requisition and call for special meetings of the Grama Panchayat. The Secretary or in his absence the Executive Officer, after receiving such requisition shall issue notice for meeting of the Grama Panchayat.

4. **Notice of Meetings.** (1) At least seven clear day's notice of ordinary meeting or special meeting of Grama Panchayat shall be given.
   (2) A copy of the notice shall be forwarded to the concerned Block Development Officer.

5. (i) The notice of the meeting of the Grama Panchayat shall be served on every member.

(ii) The Secretary or in his absence the Executive Officer after taking approval of the Sarapanch shall circulate the notice in a Notice Book which shall be signed by each of the Ward Members through the staff of the Grama Panchayat.

(iii) In case of absence of any Ward Member, the notice shall be served by affixture in the presence of two witnesses.

(iv) Accidental failure of service of notice on any member shall not invalidate the proceedings of any meeting.

6. The notice shall set forth clearly and fully the business to be transacted at the meeting but the Sarpanch may bring forward any motion or proposition not specified in the notice.

7. **Quorum and Adjournment of Proceedings at Meetings.** A quorum for any meeting shall be one-third of the total number of members of the Grama Panchayat. If at a meeting of the Grama Panchayat a quorum is not present, the Sarpanch, the Naib-Sarpanch or the member presiding the meeting shall adjourn the meeting until such other day as he thinks fit of which not less than three clear days notice shall be given. At such adjourned meeting the members present, whatever their number may be shall, form the quorum.

8. The Sarpanch or in his absence the Naib-Sarpanch shall preside at every meeting of the Grama Panchayat and in absence of both, the members present at that meeting shall choose a member to preside over that meeting.

9. At ordinary meetings of the Grama Panchayat the business shall be conducted in the following order:-

(a) the minutes of the last ordinary meeting and of any special meeting held, shall be read and if approved as correctly entered, shall be signed by the President of such meeting.

(b) Business postponed from the last ordinary meeting shall be considered.

(c) The Secretary or in his absence the Executive Officer shall place before the meeting a report indicating the letters received and issued and business transacted since the last meeting for information of all members.

(d) A progress report on each development works taken up by the Panchayat and the detail of the work and advances outstanding against each work shall be laid before the members for review.

(e) Monthly accounts and statements including receipt and expenditure as prescribed in **FORMAT-I** shall be considered and passed.

(f) Demand, Collection and Balance position of Grama Panchayat, as prescribed in **FORMAT-VIII** dues shall be considered and action to be taken for realization of arrears, if any.

(g) Motions and amendments thereof duly moved and seconded shall be discussed.

(h) Report of the various committees be read, considered and approved.

(i) Expenditure required to be incurred met shall be considered and approved.

(j) Receipts and expenditure up to the date of meeting be verified with approved budget figures and the position be discussed, as prescribed in **FORMAT-I**.

(k) Programme for management of properties vested or transferred to Grama Panchayats and whether auction purchaser is complying with the terms of agreement is discussed.

(l) Pendency of utilization certificates in respect of grants-in-aid received be discussed.

(m) Inspection note, audit report and visiting remarks on the Grama Panchayat received since last meeting be read and action to be taken be resolved.

(n) Vacancy in membership of the Grama Panchayat be noted and Sarapanch be requested to inform the Sub-Collector.

(o) Any other business set forth in the notice shall be considered.

(p) Directions given by the Grama Sabha shall be discussed and complied.

10. At a special meeting only the business for which the meeting was called shall be considered.

11. Notwithstanding anything contained in that rules it shall be competent for the Grama Panchayat at a meeting to transact any business other than those set forth in the notice if the majority of the members present agree to do so.

12. A member of a Grama Panchayat who wishes to move a resolution or ask any question shall intimate his intention in writing to the Sarpanch giving at least seven clear days notice and such notice shall contain a copy of the resolution or question.

Provided that, the Sarpanch may allow a resolution with shorter notice to be entered in the list of business.

13. (1) No resolution or question shall be admissible which does not comply with the following conditions, namely :-

(a) It shall be clearly and precisely expressed and shall raise a definite issue;

(b) It shall not contain arguments, ironical expressions or defamatory statements, nor shall it refer to the conduct or character of persons except in their official or public capacity;

(c) It shall refer and have direct bearing to the discretionary and obligatory functions of the Grama Panchayats under the Act; and

(d) It shall not contain any adverse view or objection to the decision of the Grama Sabha.

14. Every motion or amendment duly moved shall be seconded and until seconded no debate thereon shall take place.

15. Every motion or amendment duly made and seconded and pressed to a division shall be reduced to writing and signed by the proposer and seconder before being put to the vote. Every such resolution or amendment shall be recorded in full in the proceeding together with the number and names of voters for and against it.

16. The President of the meeting may for reasons to be recorded in writing in the minutes of the proceedings:-

(a) Rule that a motion or amendment is illegal or out of order; and

(b) make such alterations in to motion or amendment as shall in his opinion render it legal and in order; and may in case of (a) refuse to put the motion or amendment to the meeting and in the case of (b) refuse to put the motion or amendment to the meeting unless and until the proposer and the seconder accept and sign the alterations made therein and the decision of the President thereon shall be final.

17. After a motion has been moved and seconded, an amendment may be moved at any stage of the debate thereon.

18.. On the discussion being concluded, in the event of several amendments having been proposed, the President of the meeting shall put the amendments at vote in the reverse of the order in which they were moved and when the amendments have been disposed of, he shall put to vote the original motion or the motion as amended as the case may be.

19. All questions which may come before the meeting shall be decided by a majority of votes. In case of equality of votes, the President of the meeting shall have a second or casting vote.

20. Voting by proxy is prohibited. No member shall vote upon any motion or amendment unless, he be present in person at the meeting when it is put to vote.

21. Unless passed by a majority of two-third of the members no subject once disposed of can be altered within six months.

22. The business in the meeting shall be transacted and the minutes of proceedings shall be recorded in Odia.

23. Minutes of proceedings shall be entered by the Secretary on in his absence by the Executive Officer in a book to be kept for the purpose and shall be signed by the members present at the meeting. The President at the end of the meeting shall sign and certify the correct recording of the proceedings and the number of members present at such meeting. The Proceeding Book shall be open to the inspection of the public:

Provided that in absence of the Secretary and the Executive Officer the Sarapanch shall take necessary steps for proper recording of the proceedings.

24. The Executive Officer shall send a copy of the proceedings to the concerned Block Development Officer, Sub-Collector and District Panchayat Officer within 7 days from the date of the meeting.

25. The meeting of the Grama Panchayat shall be open to the public, but if the consensus of opinion of the members is that the public or any individual member of the public should not be present in the precincts of the meeting the President shall require the public or the individual member of the public to withdraw from such meeting.

26. **Compounding Rules.** The offences under the Act or Rule or bye-laws made there under may be compounded by the Grama Panchayat either before or after institution of proceedings in the Court, if considered appropriate, for compounding of the same.

27. An offence shall be compounded by a written agreement between the offending party and the Grama Panchayat, if proceedings in regard to an offence have been

started in a Court the compromise petition by both parties shall be filed in the Court for a decision thereof.

28. Any person aggrieved by an order of the Grama Panchayat under sub-section (1) section 147 may prefer an appeal to the Collector within fifteen days from such order enclosing a copy of it.

29. **Bye-Laws.** A Grama Panchayat shall before making any bye-laws under sub-section (1) of section 151 of the Act, publish a draft of the proposed bye-laws in Odia by pasting the same at a conspicuous place in the local area within its jurisdiction for giving information to the persons interested together with a notice specifying a date on or after which the same will be taken into consideration.

30. The Grama Panchayat shall also cause a public proclamation to be made throughout the local area within its jurisdiction by beat a drum that a copy of the said draft has been published and pasted at the aforesaid place and that the original is open for inspection at the office of the Grama Panchayat.

31. The Grama Panchayat shall before making such bye-laws consider any objection of suggestion which may be received by it from any person with respect to the said draft before the date so specified.

32. The bye-laws so made by the Grama shall be forwarded to the Government through the Collector for its approval.

33. After approval of the Government is communicated to the Grama Panchayat, such bye-laws in Odia shall be published by it by pasting the same in the notice board of the Grama Panchayat and such publication shall be conclusive proof that the bye-laws have been duly made, and the bye-law so made shall come into effect on and from the date of such publication.

FORM No. I

(See Rule 11(3))

T. **A.** Acquaintance Roll of..... Gram Panchayat for the month of ……

Serial No.	Voucher No.	Name of the person and Designation	Date and time of commencement of journey.	Date and time of return to headquarter	Place of visit	Distance traveled	Mode of transport	No. of days of halt	Amount claimed	Amount paid	Signature of the payee	Signature of Secretary	Remarks
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**

Form No. 2
[See Rule 14(6)]

FORM OF STOCK REGISTER

Name of the Article:

Year of Account	Balance brought forward	Date of Purchase	Bill in which charged	No. of Articles	Price	Total Column 2+5	How disposed of	Sale price, if any	When sale price credited to Government	Balance carried over Column 7-8	Initial of E.O.	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13

FORM No. 3

[See Rule 15 (2) (a)]

Office of the Gram Panchayat

TENDER NOTICE

Sealed tenders in conformity with the detailed call notice to be obtained from the office of the undersigned on payment of Rs…… per set (not refundable) as noted against each work, and eventually to be drawn in the prescribed form [a copy of which may be seen from the office of the undersigned (Form No. 5)] will be received from the contractors up to…… A. M./P. M. of …… by the undersigned. The tenders will be opened in presence of tenderers or their authorized agents if present at …….. A.M./P M. of the same day in the office of the undersigned.

Earnest money will be deposited at the rate of one per cent of the tendered amount along will tenders. Authority is reserved to reject any or all the tenders without assigning any reason therefore.

Signature

Designation

Serial No.	Name of the work	Estimated amount	Cost of tender per set	Time for completion from the date of order for commencement of work
(1)	**(2)**	(3)	**(4)**	**(5)**

FROM No. 4

[See Rule 15(2)(b)]

DETAILED NOTICE FOR CALLING TENDERS

Sealed tenders on plain paper to be eventually drawn in Form No-4 and copy which may seen in the office of the undersigned before submitting tenders will be received by the'..' undersigned for the WORK of ……, from intending contractor and will be opened on the same day in the presence of the tenderer or their authorized agents. The amount of the estimate approximately Rs……..

2. The tenderer should note that the works will have to be completed within…….....
Commencing from the date of issue of work order.

3. Tenderers are requested to deposit earnest money at 1 per cent (one per cent) of the trend amount. The earnest money is to be deposited either in the shape of National Savings certificate or State Government Loan Bonds duly pledged to the undersigned and in no other form.

The earnest money will] be refunded to the unsuccessful tenderers on application but the & will be retained in case of successful tenderer and will not carry interest.

4- The plan and specification for the work can be seen at the office of the undersigned dull working hours days.

5. The earnest money of the successful tenderer which accompanies the tender will be forfeited case he declines to sign the agreement or contact or deposit the initial security within seven days of being called up on to do so after the acceptance of tender

6. The rates should be quoted in words and figures and units otherwise the tender will be liable for rejection- Incase discrepancy between words and figures the words shall prevail and in the case of discrepancy between unit rates and totals the units rates shall prevail. The rates should be quoted in rupees and paise. The tender should also show the total of each item and grand total of whole lender. The tender shall be written legibly and free from erasures overwriting or conversions of figures corrections where unavoidable, should be made by scoring out, initialing, dating and rewriting.

7. The tender will not be considered unless the tender encloses a true copy of the income-tax clearance certificate along with bi& tender and the original certificate produced at the time of opening the tenders.

8. The following materials will be supplied by the Department to the contractor from the storage godown at the rates noted against each. He has also to bear all incidental charges such as transport, storage, handling and return of empty cement bags and empty paint drums at the issuing store. His rates quoted for the work is to be inclusive of all such charges-

A.

B.

C.

D.

9. Empty cement bugs and empty paint drums are to be returned in good and serviceable condition failing which Rs. 3/- for each empty cement bag and Rs. 5/- for each empty paint drum will be recovered from the contractor.

10. Every tenderer is expected before quoting his rates to inspect the site of the proposed work and the quarries and should satisfy himself about the quality and availability of the materials.

Name of Institution

11. The.....(a) will not however after acceptance of contract rate, pay any extra charge for lead or any other reasons in case the contractor is found later on to have misjudged the materials available.

12. The Department will have the right to inspect the scaffolding and centering made for the works and can reject partly or fully such structure if found defective in their opinion.

13. Bailing out water from the foundation if necessary should be borne by the contractor. No payment will be made for bench mark, love! Pillars, profiles and benching and leveling ground where required. The rare quoted should be for finished items of work inclusive of these incidental items of work.

14- The Department will have the right to supply at any time in the interest of work any depart mental materials to be issued on the works in addition to those mentioned in clause 18 and contractor shall use such material without any controversy or dispute on that account. The rates of such materials will be at the stock issue rates fixed by (a)…….....

(a) Name of Institution

15. The contractor will be responsible for the loss or damage of any departmental material supplied to him during the execution of the work due to reasons whatsoever and the recovery for such loss will be made from him at the issue into or market rate whichever is higher.

16. The contractor shall have to furnish a certificate along with the tender to the effect that he is not related to any officer of the Engineering personnel of the rank of A. E. and above or any official of the ……..…….....(a).

17. The selected contractor may take delivery of departmental supply of materials according o his need for the work , the contractor shall make all arrangement for proper storage of materials but no cost for raising shed for the storage of materials

18. After completion of the work the contractor shall arrange at his own costs all requisite equipment for testing the building if found necessary and bear the entire co6t of such test.

19. The tenderers are required to quote against the items of works as per schedules attached both in figures and words.

Sold to Shri .....……..per each

set On payment.....Date……

Vide ……

Serial No	Item of work	Unit in word	Estimated quantity	Rate	
				Rs. P.	In words
1	2	3	4	5	6

FORM No. 5

[See Rule 15(2)(c)]

CONTRACT DEED FOR EXECUTION OF WORKS OF GRAMA PANCHAYATS

(a) **Name of the Grama Panchayat, police-station, etc.**

I/We hereby, tender for the execution for the (a) of the work specified in the under written memorandum at the rates specified therein within a period ofyear months from the date of written order to commence and in accordance in all respects with the specification designs j drawings and other documents.

MEMORANDUM

(a) Name of work	Rs.
(b) Estimated cost	Rs.
(c) 1 **per cent of the tendered amount**	
(c) Earnest money	Rs.
(d) 2 per cent of the tendered amount	
(d) Initial security deposit (including earnest money) to be deposited before the commencement of the work.	Rs.
(e) Percentage to be deducted from for "A" class bills Rs. 5% (Rupees five per cent) and Rs. 3% (Rupees three per cent) for "B" class and below.	Rs.
(f) Time required for the work from the date of written order till commencement.	Rs.
(g) Date of written order to commence	Rs.
(h) Total No. of work tendered for	Rs.

Item No.	Item of work	Rate tendered	
		In figures	In words
1	**2**	**3**	**4**

Should this tender be accepted, I/We, hereby, agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so for as applicable, or in default there to forfeit and pay to the.. .....(a) the sum of money mentioned in the said conditiones

(a) Name of the Institution

Dated, the day of 201

Signature of Contractor

Witness ……

Address.....

Occupation

The above tender is hereby accepted by me on behalf of the (a) ..... ……
Dated, the day of 199

Signature of the Officer by whom accepted with designation

.....CONDITIONS OF CONTRACT

Clause 1—All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which, may be due or may become due to the contractor by (a).... on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or Sale as aforesaid, the Contractor shall within ten days thereafter make stood in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted, from or raised, by sale of the security deposit or any

Clause 2— The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 1/3 per cent on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains un-commenced or unfinished after the proper dates. Provided that the compensation to be paid under this clause shall not exceed 10 per cent of the estimated cost as shown in the tender.

Clause 3—In the event, the contractor has made himself liable to pay compensation under clause 2 thereof the Engineer-in-charge on behalf of the..... (a) shell have the power to rescind this con tract and to either take over the work for execution directly by itself or to give it to another contractor to complete the same in which case the contractor shall be liable to pay expense if any which may be incurred in excess of the estimated cost. The contractor shall have no claim to compensation for any loss sustained by him in relation to the said work. He shall not also be entitled to recover or be paid by sum for any work actually executed by him under this contract, so long the Engineer-in-charge on behalf of the (a)……has not certified in writing the extent of such work and the value payable thereof and he shall be entitled to be paid only the value so certified.

Clause 4—If the contractor shall desire an extension of time for completion of the work he shall apply in writing to the Engineer-in-charge within 30 days of the date of hindrance for which he desires such extension and Engineer-in-charge may if in his opinion reasonable grounds exit authorise such extension of time as in his opinion is considered necessary and proper.

Clause 5—On completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-charge of such completion, but no such certificate be given nor shall the work be considered to be complete until the contractor shall have removed from the area of the premises (to be distinctly marked by the Engineer-in-charge in the site plan) on which the work shall be executed if the contractor shall fail to comply with the requirements of this clause as to removal of surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such surplus materials and rubbish and dispose of these as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such surplus materials as aforesaid, except for any sum actually realised by the sale thereof.

Clause 6—A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge or His subordinate shall take the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the contractor dose riot submit the bill within the time fixed as aforesaid the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects,

(a) Name of Institution Clause 7—The final bill shall be prepared by the office of the (a)……..

in accordance with the Rules in the presence of the contractor within one month of the date fixed for completion of the work.

Clause 8—If the estimate of the work provides for the use of any materials to be supplied by the

……(a) or if it is required that the contractor shall use certain store to be provided by the (a)

……the contractor shall be supplied with such materials and stores mentioned in the schedule annexed hereto as required from time to time and the value of the full quantity of stores and materials so supplied at the rates specified in the said schedule shall be set off against the amount due to the contractor in his presence. All materials and stores so supplied shall remain the absolute property of the (a)……..and shall not be removed from the work site. If the contractor removes such materials or stores from the site he shall be liable to pay penalty equivalent to five times the value thereof.

In the event of the delay in the issuing of development materials or supply of detailed structural designs etc. for unavoidable reasons reasonable extension of time will be granted on application of contractor but on no account any claim for monetary compensation will be entertained.

Clause 9—if a contractor removes any materials or stock so supplied to him from the Site of the work in contravention of. The provision, of this clause with a view to dispose of the same dishonestly he shall. in addition to any other liability civil pi criminal arising out of his contract be liable to pay a penalty equivalent, to five times the price of the said, materials or. stock according to the stipulated rate. The penalty so Imposed shall be recoverable from any sum that may be then, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof.

Clause 10—The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and otherwise in every respect [strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs drawings, and instruction in writing relating to the work signed by the Engineer-in-charge and ledged in his office and to which the contractor shall be entitled to have access at such office, for the purpose of inspection during office hours, and contractor shall if he so requires be entitled at his own expense to make or cause to be made copies of the specification, Id of all such designs, drawings and instructions as aforesaid.

Clause 11—The Engineer-in-charge shall have powers to make any alterations and additions in the original plans and designs that may appear nece9sary during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may been to him in writing. Such alterations will not invalidate the contract for the work. Any additional work which the contractor may be directed to do in the manner above specified as part the work shall be carried out by the contractor on the same conditions on which he agreed I do the main work and at the same rates as specified therefore. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

.....(a) Name of Institution

Clause 12—If at any time after the commencement of the work the (a) ..shall, for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have not claim to any payment or compensation whatsoever on account of any profit or advantage, which I might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he has any, Km for compensation by reason of alteration having been made in the original specification drawing designs and instruction shall which involve any curtailment of the work as originally contemplated.

Clause 13—If it shall appear to the Engineer-in-charge of the work that any work executed is Pound, imperfect or materials used therein are of inferior quality otherwise not in accordance with the contract, the contractor shall on demand in writing from the …… (a) Specifying the items complained of notwithstanding that the same may have been passed certified or paid for forthwith rectify or remove or re-execute such work so specified in whole or part and in the event of his failure to do so within a Period to be specified by the……(a) it will be open to

the contractor to rectify or remove or re-execute the work. The contractor shall be liable to pay the cost of such work as certified by the Engineer-in-charge.

Clause 14—All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinate and the contract or his responsible agent duly authorised for the purpose shall at all times during the usual working hours, and at all other times for which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given, the present to receive orders or instructions.

Clause 15—The contractor shall give not less than seven days notice in writing to the Engineer-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured correctly. If any work is covered up without such notice having been given or consent obtained, the same shall be uncovered at the expense of the contractor or in default thereof no payment shall be made for such work or the materials with which it was executed.

Clause 16—If any damage shall happen to the work while in progress from any cause whatever or any imperfection becomes apparent within 6 months from the date of final certificate of its completion, the contractor shall make good the same at his own cost. In default thereof the ……(a)may cause the same to be made good and the contractor shall be liable to pay such cost as certified by the Engineer-in-charge.

Clause 17—This contractor shall not be assigned or subject without the written approval of the..... (a). It will be open to the……

..... (a) Name of Institutions

(a) to rescind the contract if this condition is violated and in addition the contractor shall not be entitled to recover or be paid for any work actually performed.

Clause 18--The contractor shall not employ for the purpose of this contract any person who is below the age of 12 years, and shall pay to each labourer, for the work done by such labourer w wages not less than the wages paid for similar work in the neighborhood.

The Engineer-in-charge shall have the right to enquire into and decide any complain alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood.

The Engineer-in-charge of the work shall have the right to decide whether any labourer for the work done by such labourer is less thin the Wages paid for similar work in the nieghbourhood.

The Engineer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years and to refuse to allow any labourer who he decides to be below the age of twelve years, to be employed by the contractor.

Clause 19—In the case of tender by partners any change in the constitution of the firm shall] be forthwith notified by the contractor to the Engineer-in-charger for his information.

(b) Name of Institutions

In case of failure to notify the change in the constitution within 15 days, the Engineer-in-charge may by notice in writing rescind the contract and security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of…… (a) and the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof and in' addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contractor.

Clause 20—Except where otherwise provided in the contract all questions and dispute relating to the meaning of the specification, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract designs, drawing specification, estimates, instructions, order for these conditions or otherwise concern in the work or the execution, or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of S.E. of the Rural Engineering Organisation unconnected with the work at any stage nominated by the Chief Engineer, Rural Engineering Organisation.

(a) Name of Institution

Clause 21—The…..(a) shall be entitled to recover in full from the contractor any amount that the……(a) may be liable to pay under Workmen's Compensation Act (VIII of 1963) to any workman employed in course of execution of any part of the work covered by these contract.

Clause 22 —Sanitary and all other necessary arrangement will be made by the contractor at his own cost for his labour camp.

Clause 23—The contractor shall bear all taxes including 6ales tax, income-tax, royalty, fair-weather charges and tollage wherever necessary.

Clause 24—The contractor shall abide by the fair wages clause as introduced by the Government.

Witness..... Contractor

Schedule showing (approximately) materials to be supplied if available the rates of which they are to be charged for and the places at which they are to be supplied.

Particulars	Rates at which the materials will be charged to the contractor Unit Rs. P	Place of delivery
(1)	(2)	(3)

Note—The person or firm submitting the tender should see that rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to submission of the tender

Signature of contractor..... Signature of Executive Officer

Form No.6
[See Rule 64(4)(a)]
WORK ORDER

…….Grama Panchayat
Name of the Block
Name of the District
No…… / Date……
To
Sri/Smt. ……

Description of the Work _____
Sir/ Madam,

The execution of the project ……with the estimated cost of Rs…….(Rupees……)only is entrusted to you on the basis of the recommendation of ……..Pallisabha meeting Dt……..

2. The project shall be executed as per approved estimate and administrative approval of the competent Authority.
3. The execution of the project shall commence within …….days, from the receipt of the work order and shall be completed by dated……..
4. The muster roll shall be maintained and weekly payment shall be made to labourers
5. A sign board shall be fixed indicating estimated cost and other important features.
6. If any of the conditions of the work order is violated or any defect in execution of the work is detected, the work order shall be rescinded and Gram Panchayat shall recover from you any loss that may be caused by you.

Sarapanch,

……Grama Panchayat
Received a copy and abide by the conditions of the work order

Signature of the executant.

Memo No……. / Date……

Copy Forward to Block Development Officer……. for information and necessary action.

Sarpanch…….
Grama Panchayat

FORM No. 7
[See Rule 21(1), 78, 79(3),79(4), 76, 77(3), 77(4)]

Miscellaneous Receipt (Original)

…… Gram Panchayat
……. Panchayat Samiti

No. date
Received from ……..
On account of ……..
Rs. (in words)……
(Figure) Rs. ……..
Credited to the Grama Fund on ……

Secretary/Executive Officer

Form No. 8
[See Rule 22 (1), 22(2)]

Measurement Book

Particulars	Details of Measurement				remarks
	No	L	B	D	
1	2	3	4	5	6

Form No. 9

[See Rule 22 (1)]

FINAL / RUNNING ACCOUNT BILL FORM

Cash Book Voucher No._____ (To be used for payment for Work actually measured)

Name of the Work:
Estimate Cost:
Name of the Executant:
Name of the J.E.:
Serial No of the bill with Date:
M.B.No……. Page…….
Date of commencement of the work:
Date of Completion:
Head of Account:

ACCOUNT OF THE WORK DONE

Sl.No.	Item of Works	Quantity.	Unit	Rate	Amount

The measurements were recorded by me on ……..at page……to ……... of M.B. No…….and abstract at page……. to…….of M. B. No…….

Signature of J.E.

Details of payment:
Passed for payment of Rs…….(Rupees…….)only as follows:

(a) adjustment of advances
(b) cost of materials
(c) cost of food grain
(d) security deposit
(e) income tax
(f) work contingency
(g) royalty
(h) cash

Total

Secretary/Executive Officer Sarapanch

Form No 10.
(Completion certificate)
[See Rule 22 (2)]

Name of the Grama Panchayat

Completion Certificate

1.	Serial Number	…
2.	Name of the Work	…
3.	Sanctioned estimated cost (in figure and words)	…
4.	People's contribution, if any	…
5.	Authority sanctioning the estimate (Also refer the order)	…
6.	Amount actually spent with major, minor and detailed head of account and the amount of excess, if any	…
7.	Date of commencement of the work	…
8.	Date of completion of the work	…
9.	Name of the Sarapanch and the Executive Officer	…
10.	Name and designation of the Engineering staff recording measurements/check measurements of the work	…

Secretary/Executive Officer Sarapanch

Form No. 11
[See Rule 25]

PROFORMA FOR ADVANCE LEDGER

Date	Name of the person receiving advance	Amount of advance	Purpose of receiving advance	Date of recoupment	Amount adjusted	Amount refunded	Balance	Remarks
1	2	3	4	5	6	7	8	9

FORM No. 12

[See Rule 38(a]

Form to issue license for establishing private market under Section 59 of the Odisha Grama Panchayat Act, 1964

Name of applicant and place of abide	Owner of the place	Size and description with number of main doors	Materials of which the roof and enclosures are made or proposed to be made	Whether the license is annual or temporary	Sanitation of the place of market area or building	Purpose for which proposed to be used	Whether the premises are to be used during the day or during the night	Provision for, preventing and extinguishing fire	Special conditions (if any) on which the license is granted	Period for which license is to continue in force
1	2	3	4	5	6	7	8	9	10	11

Secretary/Executive Officer **Sarpanch Grama**

Panchayat

Date……

Form No. 13
(Leased Out)
[See Rule 48 (1), 52(3)]

Name of the Grama Panchayat:

Name of the Block:

Name of the Sub-Division:

Description of the Property	Location	Whether directly managed by this Grama Panchayat or leased out	Income to previous three years			Reasons of short fall or increase in income, if any	Remarks
			20 to 20	20 to 20	20 to 20		
1	2	3	4	5	6	7	8

FORM- A
[See Rule 48(14)]

Form of Agreement for lease of Market

This agreement is made on ..... day of ..... 19-----between the Sarpanch of the ..... Grama Panchayat in the district of ..... representing Grama Sasan (hereinafter called "Lessor") of the one pan and Shri ……., son of aged years by profusion residing in village, etc., in the district of…….. (hereinafter called "the Lessee" which expression where the context so admits shall include his heirs, executors, administrators, legal representatives and assignees) of other part;

Whereas . ,, .-.Grama Sasan to empowered to levy fees, on all persons bringing goods for sale to the Hat situated at or to let out the same by public auction;

And whereas the lessee at public auction held on …….at has offered a bid of Rs which has been accepted and has deposited the security money of Rs and the full amount/per cent of the bid with the lessee;

Now, therefore, in consideration of a sum of Rs ..... payable by the lessee and in consideration of the covenants and terms mentioned in this agreement the lessor hereby grants to the lessee the right of collecting fees from all persons bringing goods for sale to the above-mentioned market on the Hat days for a period of.....on the terms and conditions specified below:—

(1) The lessee has paid the full amount of the bid or per cent of the bid amount and shall pay Rs..... ....towards the balance of the fees in installments as follows :

	Date of payment	Amount in rupees
1.		
2.		
3.		

(2) That the lessee shall collect fees according to the schedule of rates appended hereto or as may be revised from time to time by the Grama Panchayat.

(3) Not that the lessee shall cut down any trees standing on the plot of land licensed nor to use the land for any purpose which would make the lands unsuitable for the purpose of holding a Hat.

(4) The lessee shall keep regular accounts of the collections made as fees and produce the same for inspection by the lessor at the office of the Grama Panchayat when demanded.

(5) The lessee shall intimate the names of the collecting agents employed or any change made from time to time in the personnel by the lessee to the lessor in the advance or as the occasion arises.

(6) That the lessee shall ensure that the lessee's collecting agents do not behave improperly with the “Hat-goers" including buyers and sellers.

(7) That the lessee shall keep the 'Hat' area neat and clean and without prejudice to the generality of the above provision to clear the area once on the day preceding the Hat day and again on the day following the Hat day.

(8) That the lessee shall not permit any person to build any permanent structures on the Market area.

(9) That the lessee shall carry out and follow such instructions as the lessor with the approval of the Block Development Officer may from time to time issue for the welfare of the Hat-goers.

(10) That the lessee shall not object to the lessor's granting permission to intending shop-keepers to erect structures in the Hat area to hold permanent shops there.

(11) That the lessee shall permit the lesser and his agents at all reasonable times during the said term to enter upon the premises to inspect the condition thereof and to make good all defects within a month of notice from the lessor whether such defect shall have been cruised by any act or omission of the lessee or not.

(12) That the lessee sha11 deliver up the said premises on the expiration or earlier termination of the said term unto the lessor in such good and substantial order as the reasonable working of the said premises admit fur a market.

(13) That the lessee shall indemnify the lessor from all claims, demands, damages, actions, costs and charges to which the lessee may become subject or which he may have to pay or held liable therefore by reason of any injury to person, reputation or property suffered or sustained by the Hat-going public or others.

(14) That in default of payment of any installment of the said money hereinbefore mentioned or for contravention of any of the conditions mentioned above the lessor shall be competent to revoke the agreement and take such further steps as would be necessary and consistent with the convenience of the public :

Provided that in case of such revocation of the agreement the lessee shall not be entitled to any refund or security money or bid money paid or any compensation; and all arrear dues, and any losses caused by the lessee shall be recoverable from the lessee from the security deposit and the balance, if any, as arrears of land revenue as per Section 102 (7) of O. G. P. Act, 1964 :

Provided further that on such revocation the lessor shall have a lien tm all the belonging and properties of the lessee for the time being upon the premises of the Hat for any dues that may be payable by the lessee to the lessor.

(15) That in case of any dispute arising between the lesser and the lessee in respect of the interpretation, conduct or performance of any term and conditions the agreement and with regard to the claims the same shall be referred to the Collector of the district and the decision of the Collector shall be final and binding on the parties.

In witness whereof the parties hereto have signed this deed on the dates respectively mentioned under their signatures.

SCHEDULE

Witness

1. Signature of the Lessor

2. Signature of the Lessee

FORM- B

[See Rule 48(14)]

Form of Agreement for lease of Ferry Ghat

This agreement is made on day ……of 19…… between the Sarpanch of the Grama Panchayat in the district of representing Grama Sasan (hereinafter called "Lessor") of the one part and Shri son of …… aged year by profession……residing in village etc., in the district of. (hereinafter called the "Lessee" which expression where the context so admits shall include his heirs, executors, administrators, legal representatives and assignees) of the other part;

Whereas (i) the Grama Sasan is empowered to levy fees, tools on the ferry ghat at…… in the district of…… on the river ……or to let out the same by public auction;

And whereas the lessee at public auction held on .....at..... has offered a bid of Rs .... which has been accepted and has deposited the security money of Rs .... and the full amount/per cent of the bid with the lessor;

Now, therefore, in consideration of a sum of Rs ....., ... payable by the lessee and in consideration of the covenants and terms mentioned in the agreement the lessor hereby grants to the lessee above-named ferry ghat for a period ……years from on the terms and conditions specified below:—

(1) The lessee has paid the full amount of the bid or per cent of the bid amount and shall pay Rs..... -.....towards the balance of fees in installments as follows:

	Date	Amount in rupees
1.		
2.		
3.		

(2) The lessee shall provide all the boats and ply them at the said ghat for hire either personally or/and through agents.

(3) The lessee shall collect tolls according to the schedule of rates appended hereto or as may be revised from time to time by the Grama Panchayat.

(4) The lessee shall engage adequate number of boats and boatmen so as to ferry men, goods and animals at regular intervals from 5 A. M. to 8 p. M. everyday.

(5) The boats shall be maintained by the lessee in perfect good condition.

(6) The lessee shall abide by the directions of the lessor issued from time to time in regard to matters not specifically provided for herein.

(7) In default of payment of any installment of the fees herein before mentioned or for contravention of any of the conditions mentioned above the lessor shall be competent to revoke the agreement and take such further steps as would be necessary and consistent with the convenience of the public:

Provided that in case of such revocation of the agreement the lessee shall not be entitled to any refund of security money or bid money paid or any compensation; and all arrear dues, and any losses caused by the lessee to keep the ferry in operation for the full term shall be recoverable from the lessee from the security deposit and the balance, if any, as arrears of land revenue as per Section 102 (7) of the O. G. P. Act, 1964.

That in case of any dispute arising between the lessor and the lessee in respect of the interpretation conduct or performance of any terms and conditions of this agreement and with regard to the claims on the same shall be referred to the Collector of the district whose decision in the matter shall be final and bin ding on the parties.

In witness whereof the parties hereto have signed this agreement on the dates respectively mentioned under their signatures.

SCHEDULE OF RATES

Witnesses: —

1. 1. Signature of the Lessor

2. 2. Signature of the Lessee

FORM-C

[See Rule 48 (14)]

Form of Agreement for lease of fishery right

This agreement is made on day of 19..... between the Sarpanch of the Grama Panchayat in the district of representing Grama Sasan (hereinafter called "Lessor") of the one part and Shri son of ……. aged years by profession residing in village etc. in the district of (hereinafter called "the Lessee" which expression where the context so admits shall include his heirs, executors, administrators, legal representatives and assignees) of the other part ;

Whereas the .....Grama Sasan is empowered to levy fees, on pisciculture in the Tank/Nainjori/Stream.....or to..... to let out the same by public auction ;

And whereas the lessee at pubic auction held on.....at.....has offered a bid of Rs..... which has been accepted and has deposited the security money of Rs..... and the full amount/per cent of the bid with the lessor ;

Now, therefore, in consideration of a sum of Rs ..... payable by the lessee and in consideration of the covenants and terms mentioned in this agreement the lessor hereby grams to the lessee pisciculture right on the aforesaid Tank/Nainjori/Stream for a period of ..... years from..... on the terms and conditions specified below : —

(1) That the lessee has deposited the full amount of the bid/or has deposited Rs ..as

part payment of the bid amount and agrees to pay the balance in installments as follow: —

Period of payment	Amount in Rupees ,
1.	
2	
3	

(2) That the lessee shall protect the embankment of the Tank/Nainjori/Stream..... .from destruction or encroachment and shall repair the same at his own cost and shall see that the water is not in any way spoiled.

(3) That the lessee shall not sublet his rights of pisciculture in the aforesaid Tank/Nainjori/Stream

(4) That the lessee shall not cause objection to irrigation in any way

(5) That the lessee shall not act in a manner, which will cause any inconvenience to the public in using the water for bathing and drinking.

(6) That breach of any of the conditions mentioned above by the lessee or any of his servants, the lease shall stand cancelled, and any loss of any kind caused by the lessee shall be recoverable from the lessee from the security deposit and the balance, if any, as^ arrears of land revenue as per Section 102(7) of the Odisha Grama Panchayat Act, 1964.

(7) That in case of any dispute arising between the Iessor and the lessee in respect of the inter-pretation conduct or performance of any term of this agreement or with regard to the claims the same shall be referred to the Collector of the district whose decision in the matter shall be final and binding on the parties.

In witness whereof the parties hereto have signed this agreement on the date respectively mentioned under their signatures.

Witnesses:—

1. 1. Signature of the Lessor

2. 2. Signature of the Lessee

FORM- D

[See Rule 48(14)]

Form of agreement for lease of orchards

This agreement is made on ..... day of..... 19 .between the Sarpanch of the ..... ……Grama Panchayat in the district of …….. representing……Grama Sasan (hereinafter called "Lessor") of the one part and of Shri.. …… son of ……aged ..... years by profession ……. residing in village ……..in the district of..... ……(hereinafter called "the Lessee" which expression where the context so admits shall include his heirs, executors, administrators, legal representatives and assignees) of the other part ;

Whereas at the public auction held on..... :-----the lessee's bid of Rs... ..... for the right of enjoyment of the fruits of the fruit-bearing trees of Orchards aimed ..... the detail of which have been specified in the schedule (appended hereto) has been accepted.

Now this deed witnesses as follows;—

1. (a) That the lessee has paid the security deposit of Rs ..... and the full amount of bid money/or has deposited Rs.....as part payment of the bid amount and agrees to pay the balance of the dues in installments as follows:—

Period of Payment	Amount in Rupees
1.	
2.	
3.	

(b) The lessee has the right to enjoy the fruits for the period.....

2. That the lessor shall have the power to re-enter and take possession of fallen or dead trees if any, before expiry of the term of the lease.

3. That the lessee shall protect the boundary demarcation stone or post or any other telegraphic or telephonic post that might be in the land en which the fruit-bearing trees has been grown

4. That the lessee shall protect the fruit-bearing trees as well as the lands on which the trees stand from any illegal encroachment.

5. That the lease shall not be entitled to cut down the branches of trees nor shall be take the timber of any fallen or dead trees without the previous permission of the lessor.

6. That the lessee shall not sublet his rights of enjoyment of the fruits of the fruit-bearing trees of the Orchard.

7. That the lessee shall not use the fruits and the trees in any manner which will cause any inconvenience to the public using the road or the land on which the trees stand.

8. That on breach of any of the conditions above-mentioned by the lessee or any of hit; servants or representative the lease shall stand cancelled and any loss of any kind caused by the lessee shall be recoverable from the lessee from the security deposit and the balance, if any, as arrears of land revenue as per section 102(7) of the Odisha Grama Panchayat Act, 1964.

9. That any dispute arising between the lessor and the lessee in respect of the interpretation conduct or performance of any term of condition of this agreement or with regard to any claim the same shall be referred to the Collector of the district whose decision in the matter shall be final and binding on the parties.

In witness where of the parties hereto have signed this agreement on the dates respectively mentioned under their signature.

SCHEDULE

Witnesses:—

1. 1. Signature of the Lessor

2. 2. Signature of the Lessee

FORM- E
[See Rule 48(14)]

This agreement is made on ..... day of ..... 19 .between the Sarpanch of the ..... ……Grama Panchayat in the district of …….. representing.……Grama Sasan (hereinafter called "Lessor") of the one part and of Shri.. …… son of ……aged ..... years by caste …….. profession …… ..... residing in village ……..in the district of..... ……(hereinafter called "the Lessee" which expression where the context so admits shall include his heirs, executors, administrators, legal representatives and assignees) of the other part ;

Whereas the.. ..... Grama Sasan is empowered to let out ..... ___the same by public auction;

And whereas the lessee at public auction held on at..... ..has offered a bid of Rs ..... which has been accepted and has deposited security money of Rs.. ……. And the full amount per cent of the bid with the lessor.

Now, therefore, in consideration of a sum of Rs.....payable by the lessee and in consideration of the covenants and terms mentioned in this agreement the lessor hereby grants to the lessee above-named .....-for a period of years on the terms and conditions specified below, namely:—

1. That the lessee has paid the full amount of the bid or per cent of the bid amount and shall pay Rs towards the balance of the fees in instalments as follows:—

Date of payment.....Amount in Rupees .....

1.

2.

OTHER CONDITIONS

2. In default of payment of any installment of the fees hereinbefore mentioned or for contravention of any of the conditions mentioned above the lessor shall be competent to revoke the agreement and take such further steps as would be necessary and consistent with the convenience of the public:

Provided that in case of such revocation of the agreement the lessee shall not be entitled to any refund of security money or bid money paid or any compensation and all arrear dues and any losses caused by the lesee shall be recoverable from the lessee from his security deposit and the balance, if any, as arrear* of land revenue as per Section 102 (7) of the O. G. P. Act, 1964.

3. That in case of any dispute arising between the lessor and the lessee in respect of the interpretation conduct or performance of any terms t f any conditions of this agreement and with regard to the claims, the same shall be referred to the Collector of the District and the decision of the Collector shall be final and binding on the parties.

In witness where of the parties hereto have signed this deed on the dates respectively mentioned under their signature.

Witness—

1. 1- Signature of the Lessor

2. 2. Signature of the Lesee

FORM- F

[See Rule 47(2)]

(Form of Agreement for lease of..... .....on negotiation basis.)

This agreement is made on..... day of ....19 between the Sarpanch of .....Grama Panchayat in the district of representing …… .....Grama Sasan (hereinafter called "Lessor" of the one part) and .....a registered Co-operative Society in the district of represented by Shri..... ..... son of..... aged .....Years by caste ..... designation ..... (hereinafter called "the lessee") of the other part.

Whereas the..... .....Grama Sasan is empowered to let out the management of..... .....by negotiation.

And whereas the lessee on a negotiation made on ....has offered the lease value of Rs ..... - ..... for the right of enjoyment of..... , which has been accepted by the Lessor.

Now, therefore, in consideration of a sum of Rs... .....payable by the lessee and in consideration of the covenants and terms mentioned in this agreement the lessor hereby grants the right of above-named .....- to the lessee for a period of .....years, on the terms and conditions specified below, namely:—

1. That the lessee has paid the full amount of the lease/ ..... percent of the lease value and shall pay Rs.....towards the balance in installments as follows:

Date of payment	Amount in rupees

OTHER CONDITIONS

2. In default of payment of any installment or for breach of any of the conditions hereinbefore mentioned the lessor shall be competent to revoke the agreement and take such further steps as would be necessary and consistent with the convenience of the public:

Provided that in case of such revocation of the agreement the lessee shall not be entitled to any refund of lease value paid or any compensation.

3. That in case of any dispute arising between the lessor and the lessee in respect of the interpretation conduct or performance of any terms of or any conditions of this agreement and with regard to the claims, the same shall be referred to the State Government and the decision of the State Government shall be final and binding on the parties.

4. That the cost of registration of this agreement shall be paid by the lessee

In witness whereof the parties hereto have singed this agreement on the dates, respectively mentione under their signatures.

Witness—

1. Signature of the Lessor

2. Signature of the Lessee

FORM No 14

(Register of properties transferred)

[See Rule 53(a)]

Sl. No.	Nature of the property	Extent of the property	Location of the property	How and when acquired (Indicate the date)	How utilized	Annual income
1	2	3	4	5	6	7

FORM No. 15
[See Rule 52(3)]
Register of properties leased out

Sl. No.	Name of the Grama Panchayat	Name of the lessee	Number of properties leased out	Description of properties leased out	Year of lease	Date of lease	Amount for which the property leased out	Period for which leased out	Income from the			Remarks
									Previous year	Second preceding year	Third preceding year	
1	2	3	4	5	6	7	8	9	10	11	12	13

FORM No. 16
[See Rule 53 (a)]
Register of properties transferred to the Grama Panchayats

Sl. No.	Number of the properties transferred to the Grama Panchayat	Date of transfer	Area in acres	Situation of the property	Local name of the property transferred	Plot number of the property	Whether demarcation made	Whether delivery of possession given	Annual Income of the property
1	2	3	4	5	6	7	8	9	10

FORM No. 17

[See Rule 59(1)]

Application from .....Grama Sasan for a loan of Rs.....for .....

The work or works for which the loan is required and the estimate of the cost thereof.	The amount which is proposed to borrow.	The fund of funds on the security of which it is proposed to borrow.	The law or laws under which the said fund of funds is or are derived, received or held.	If the application is for non-Government servant loan, the rate of interest at which it is proposed to borrow.	If the application is for a loan from the State government whether the Grama Sassan undertakes to pay interest at the rate or rates which would be imposed by the State Government in that behalf and if so, an undertaking to that effect from the Grama Sassan shall be enclosed to the application.	The number of installments in which the loan is proposed to be taken and the amount of each installment.	The number of installments in which the Gram Sassan undertakes to repay the loans and the amount of such installment.	Whether any loan was taken by the Grama Sassan previously for the same purpose and if so, the date and amount of such loan.	Whether the Grama Panchayat is making repayments regularly in respect of Government loan if any, taken in the past and has furnished Utilisation Certificates and if not, the reasons for the same.	Financial position of the local body				The normal Surplus which may be expected in future.	Particulars of loans taken by the Grama Sassan							
										Revenue details for each of the preceding three years		Expenditure details for each of the preceding three years			Amount paid					Amount outstanding		
										Source from which the revenue is derived.	Amount	Objects on which the expenditure is incurred.	Amount		Amount borrowed	Date of borrowing	Purpose of loan	Principal	Interest	Principal	Interest	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15(a)	15(b)	15(c)	16	17	18	19	20	21

Certified that no claim has been obtained or application for ban has been submitted to Government in any Department for the purpose for which loan is applied for in this application.

Signature of the Sarpanch ……..

Date……

Name of the Grama Sasan……

Name of the Panchayat Samiti……

District……

FORM No. 18

[See Rule 64(2)]

LOAN LEDGER OF…….. .DISTRICT

for ..... Scheme

Name of the Grama Panchayat Sanctioned Amount ..... Order No ..... dated Dated ……

Name of the Panchayat Samiti 1st installment Rs.....

Name of the Subdivision 2nd installment Rs ..... T. V. No….

3rd installment Rs _____

Total loan.....

Date on which installment due No……

Rs……

Rate of Interest.....

Repayment																				
Due for collection					Amount repaid					Amount adjusted out of excess payment	Total repayment			**Overdue**			**Penal Interest charged**	Excess payment if any	Initial of the Drawing and Disbursing officer	Remarks
Year	**Principal**	Interest	**Penal Interest**	**Total**	Treasury Challan No.	**Date**	Principal	**Interest**	Penal Interest		Principal	**Interest**	Penal Interest	Principal	**Interest**	Penal Interest				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21

FORM No. 19

[See Rule 65]

Loan Register of..... Grama Panchayat
For the year .....
Panchayat Samiti……..
Subdivision.....
District…..……

Purpose for which loan is taken	Unspent balance if any from previous year	Receipt during year		Sanction in G. O .No		Rate of Interest	Period of payment	Amount of installment		Total of column 2 plus 4	Expenditure durin the	Balance available at the end of the year	Repayment				Balance outstanding		Remarks
													Towards principal		Towards Interest				
		Date	Amount	No.	**Date**			Principal	Interest				Amount	Date	Amount	Date	Principal	Interest	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
												/							

From No.20

[See Rules 68(1)]

Budget Estimate of ……..Grama Panchayat for the Year…..

Name of Block ……..Subdivision …… **District** ……

Heads and items	Actual of previous year	Revised Estimate for the current year	Budget Estimate for the year
1	2	3	4
I. General taxation and miscellaneous receipts- (1) Latrine and Conservancy Tax (2) Land Cess, Local Cess, Additional Cess (3) Fines and forfeitures (4) Toll receipts Miscellaneous receipt	..		
II. Remunerative Enterprises- (1) Pisciculture (2) Market receipts (3) Cart-stand receipts (4) Cattle registration fee (5) Cattle-pound (6) Slaughter house receipts (7) Water pump (8) Bone-digester (9) Orchards (10) Miscellaneous (11) Interest from investment (12) Rent and produce of land (13) Licence fees, rates and rents etc. (14) Miscellaneous			
III. Receipts from property- (1) Rent of buildings and lands (2) Lease of immovable property (3) Rent and other proceeds for Government property. (4) Receipts from private property			
IV. Centrally sponsored Schemes:- (1) (2) (3) (4)			
V. State Government grant / allotment: – (1) (2) (3) (4) (5)			

VI. Extraordinary and dept- (1) Loans (2) Deposit (3) Advances			
VII. Opening balance-			
Grand Total			
Expenditure			
I. Management- (a) General Establishment- (1) Salaries and allowances (2) Contributory pension (3) Contribution to Provident Fund (b) Contingencies (c) Law charges			
II. - Public Works- (1) Construction (2) Repairs (3) Establishment (4) Contingencies (5) Tools and Plants (6) Miscellaneous Contingencies (7) Miscellaneous			
III. Centrally sponsored Schemes- (1) (2) (3) (4)			
IV. State Govt. Schemes- (1) (2) (3) (4) (5)			
V. Remunerative Enterprises- (1) Pisciculture (2) Markets (3) Cart-stand (4) Cattle-pound (5) Slaughter houses (6) Street lighting (7) Water pump (8) Bone-digester			
VI. Extraordinary and debts (1) Repayment of loans (2) Deposit (3) Other advances			
VII. Closing balance			
Grant Total			

FORM NO.21
[See Rule 69(b)]

FIRST/SECOND BUDGET OF THE PANCHAYAT FOR THE YEAR RECEIPT/PAYMENT

Sl. No.	Head of Account	Budget estimate for the year	Actuals of the first month of the current year	First/Second estimate for the year	Remarks
1	2	3	4	5	6

The reasons for altering the original estimate.

FORM No. 22
[See Rules 75, 77(3),77(4), 78(3) and 113]

Tax receipt of ..... Grama Panchayat

Number of Receipt Demand No.

Name of assessee

Particulars of amount paid:—

	Current	Arrear
Latrine of conservancy tax		
Lighting rate Drainage fee		
Water rate		
Other dues if any (to be specified)		
Warrant fee		
Distraint fee		
Total-		

Date Signature of Tax Collector

FORM No.23

[See Rules 77(3), 77(4) and 113]

(Daily collections register)

Daily collection register of.....…….. ...Grama Panchayat for the year
Name of the Blocks…….. . Subdivision ……District.. ……..

Date	Name of payee	Serial No. of receipt	Latrine or conservancy tax	
			Arrear	**Current**
1	2	3	4	5

Lighting rate		Drainage **fees**		Water rate		Other dues if any (to be specified)	
Arrear	Current	Arrear	**Current**	Arrear	Current	**Arrear**	Current
6	7	8	9	10	11	**12**	13

Warrant fee	Distraint fee	Miscellaneous revenue	Total credited to cash book	Receipt of Secretary	**Remarks**
14	15	16	17	18	**19**

FORM No. 24

[See Rules 78(2) and 113]

Demand and Collection Register

Demand and Collection Register of the…. ..... Grama Panchayat for the year:

Name of the Block…..……..... Subdivision……District……

Serial No. in the	Name of assessee	Demand		
		Latrine or conservancy tax		
		Arrear	Current	Total
1	2	3	4	5

DEMAND

Lighting rate			Drainage fee			Water rate		
Arrear	Current	Total	Arrear	Current	Total	Arrear	Current	Total
6	7	8	9	10	**11**	12	13	14

Collection of arrear dues							
Other dues if any (to be specified)		No. of receipt date	Arrear				
Arrear	Current		Latrine or conservancy tax	Lighting rate	Drainage fees	Water rate	Other dues
15	16	17	18	19	20	21	22

Collection of current dues				
Current (First half-year)				
Latrine or conservancy tax	Lighting rate	Drainage fees	Water rate	Other dues
23	24	25	26	27

Collection						Remission	.Balance	Remarks
(Second half-year)								
Latrine or conser-vancy tax	Lighting rate	Drainage fees	Water rate	Other dues	Total			
28	29	30	31	32	33	34	35	36

FORM No. 25

[See Rule 78(3)]

Register of demands of the..... Grama Panchayat for the year.....

Name of the Block….. ……...Subdivision .....……District……

Serial No.	Nature of demand	From whom due	Arrear	Current	Total	Receipt	Date	Amount	Total amount realised	Balance outstanding	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

FORM No. 26

[See Rule 79 (1)]

Register of cheques received by Grama Panchayat..... .....

Name of the Block ..... Subdivision ……..District……..

Date of receipt of the cheque	From Whom received	Number and date of the cheque	Amount	Date of encashment and page number of cash book	Remarks
1	2	3	4	5	6

FORM No.27
[See Rule 79(3)]

Register of Grants-in-aid received by ..... Grama Panchayat

Serial No.	Purpose of the grant	Opening balance	Receipts during the year		Sanction order		Total	Amount utilized during the year	Unspent balance at the end of the year	Date of submission of utilization certificate	Remarks
			Amount	Date	No.	Date					
1	2	3	4	5	6	7	8	9	10	11	12

FORM No. 28
[See Rule 88(3)]

To

The Sarapanch,

……G. P.

Sir,

I, on behalf of ……
(name of institution)

apply for a recurring/non-recurring grant of Rs…….....(Rupees.....) only from the Grama Fund of.....Grama Panchayat in the district of.....for.....

I, hereby undertake that—

(a) the grant applied for shall be properly utilized for the purpose for which it is sanctioned;
(b) the grant shall be utilized within the time-limit prescribed for the purpose;
(c) necessary utilization certificate shall be duly furnished within the time-limit prescribed for the purpose;
(d) proper accounts shall be maintained;
(e) accounts will be made available for audit by the Departmental Auditors as and when require;
(f) terms and conditions prescribed shall be followed strictly and in accordance with the provisions of the Odisha Grama Panchayat Act and the Rules framed thereunder.

Date……...
Place ……

Signature of the Applicant
Designation

FORM No. 29
[See Rule 88(3)]

ORDER

In pursuance of Rule.....of the Odisha Grama Panchayat Rules' 1 convey sanction herewith to the payment of contribution of Rupees..... to the---------- ..... from the Grama Fund of : .....Grama Panchayat in the district of.....for purpose of..... The utilization of the amount is subject to the following terms and conditions.

1. The money shall be utilized for the purpose for which it is granted and proper account shall be maintained and it shall be subject to audit as per the Rules.
2. No second installment shall be sanctioned unless the previous amount is fully utilized and utilization certificate furnished.
3. Utilization certificates in respect of the grant shall be furnished to the granting authority within.....from the date of payment.

Sarpanch
..... G. P.

Copy forwarded to Collector...../S. D. O./B. D. O.....for favour of information.

Sarpanch

FORM No. 30

[See Rule 91(2)]

ACQUITTANCE ROLL

Acquaintance rolls of establishment of .....…….….Grama Panchayat

For the month of.....……..

Item No.	Name and designation of person	Rate of payment	Leave salary or pay	Dearness allowance	Other allowance if any	Deductions					Signature with date with stamp receipt, wherever necessary of the payee	Signature of Sarpanch	Date of payment
						Total	Fines	Excess drawal	Other deduc-tion	Net pay-ment			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Certified that acquittance has been taken in respect of each amount paid in this roll from the person entitled to receive.

Signature of Secretary/Executive Officer

FORM No. 31

[See Rule 93(1)]

Cash Book of ....Grama Panchayat .....

Name of the Block ..... ,..... ..... Subdivision..... District.....

RECEIPT

Date	Particulars of receipt	Receipt number	Amount of each item	Total	Head of account in the budget	Total amount withdrawn from Treasury or Postal Savings Bank, etc.	Date of remittance
1	2	3	4	5	6	7	8

EXPENDITURE

Date	Particulars of expenditure	Voucher number	Amount of each voucher	Head of accounts in the budget	Amount remitted to Treasury/ Postal Savings Bank, etc.	Date of deposit
1	2	3	4	5	6	7

Secretary **Executive Officer** **Sarapanch**

FORM No- 32

[See Rule 94 (a)]

Bank Register

Bank Register of .....!..... Grama Panchayat

Date	Opening balance	Amount deposited	Amount withdrawn	Closing balance	Interest accrued	Initials of the Sarpanch	Remarks
1	2	3	4	5	6	7	8

FORM No. 33

[See Rule 97(1)]

Receipt and Expenditure

ANNUAL ACCOUNT—PART I (Receipt and Expenditure)

Annual Accounts of the.. .....Grama Panchayat for the year ending on the **31st** March 200....

Name of the Block— ....Name of the district…..... ..

Receipt			Expenditure		
Details of receipts	Estimated **amount**	Actual amount	Detail head of expenditure	Estimated cost	**Actual expenditure**
	2	3	4	5	
Balance at the close of the year. 1. Revenue as per budget bead. (a) (b) **(c)** **(d)** So on	• •••	••• •••	Expenditure as per budget head. 1. 2. 3. 4. So on……. Closing balance	•• •• ••	·:· ·· ····
Total	••	••	Total	••	"

Secretary Executive Officer Sarpanch

FORM No. 34

[See Rule 97(1)]

ANNUAL ACCOUNT-PART II

Statement of Liabilities and Assets of..... Grama Panchayat as on the 31st March 19 .....

Liabilities	Assets
1	2
(/) Installments of loans due and not paid (ii) Interest on loans due and not paid (iii) Unspent balance of specific grants (iv) Security deposits (v) Dues payable towards Pay, D. A., etc. (vi) Outstanding bills (vii) Advance collection of taxes, fees, rates and tools relating to periods following beyond the year. (viii) Miscellaneous Total ,	1. Cash in hand 2. S. B. deposit 3. Other securities 4. Advances recoverable 5. Arrear taxes and fees 6. Outstanding grant-in-aid 7. Outstanding cess dues 8. Amount due for (a) Sarpanch (b) Naib-Sarpunch (c) Secretary (d) Members 9. Miscellaneous Total
Excess of assets or liabilities, if any	

Secretary Executive Officer Sarpanch

FORM No. 35

[See Rule 98(1)]

Sock Register of receipt and Issue

Stock Register of receipt forms of……..Grama Panchayat

Date of receipt	From whom receiv ed	Number received		To whom issued	Number issued		Signature of recipient	Balance		Remarks
		From	To		From	To		**From**	To	
1	2	3	4	5	6	7	8	**9**	10	11

FORM No. 36

[See Rule 99]

Stock Register of tools and plant of ……Grama Panchayat

Name of articles ……

Sl. No.	Number of articles and cost of each	Date of acquire-ment of property	rticulars of purchase file number, etc.	Where in use	Date and number of sanction	Initials of officer-in-charge	Number disposed of and date of disposal	Manner of disposal	Number and date of order	If sold amount at which sold	Number and date of receipt voucher	Initial of officer-in-charge	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14

FORM No. 37

[See Rule 104(9)]

Audit Register

Serial No.	Date of receipt of ; from the auditor for taking up the audit	Date of actual audit	Year of audit	Date of receipt of the approved audit report	Date of discussion of the audit report in the Grama Panchayat meeting	Date of submission of compliance report	Remarks
1	2	3	4	5	6	7	8

FORM No. 38

[See Rule 105 and105 (1) and (7)]

OFFICE OF EXAMINER OF LOCAL ACCOUNT, ODISHA, BHUBANESWAR/ DISTRICT PANCH AY AT OFFICER..... DISTRICT.

[Show-cause Notice under section 9(2)(B) of the Odisha Local Fund Audit Act, 1948]

No.....G. P. Dated the.....19

To

Shri

Where as Shri.....Auditor, having audited the accounts of.....Grama Panchayat for the period from,..... .to.....during which you were the ……of said Grama Panchayat, has delivered his audit report, which reveals that due to your negligence or misconduct, there has been a loss or deficiency of a sum of Rs..... (Rupees)..... and that you are responsible for the said deficiency or loss as detailed below :

And whereas after considering the said report of the Auditor, I, Shri..... Examiner/Deputy Examiner/Assistant Examiner of Local Accounts, am satisfied that then prima facie case that you are responsible to account for the above said loss or deficiency.

Now, therefore, in exercise of the powers conferred on me by clause (b) of sub-section (2) section 9 of the Odisha Local Fund Audit Act, 1948 (Odisha Act V of 1948), I, Shri..... Deputy Examiner/ Assistant Examiner of Local Accounts, do hereby require you show-cause within one month from the date of receipt of this notice when the said amount of Rs.....(Rupees.....) should not be surcharged on you under the said section of the said Act.

Examiner/ Deputy Ex miner/Assistant Examiner of Local Accounts

FORM No. 39
[See Rule 105(3), (4), (6) and (7)]

OFFICE OF EXAMINER OF LOCAL ACCOUNTS , ODISHA, BHUBANESWAR

[Surcharge Order under section 9 (3) of the Odisha Local Fund Audit Act, 1948
No.....G. P. Dated the.....19
To
Shri

Whores as Shri.....,.....Auditor, having audited the accounts of..... .. Grama Panchayat for the period from... ……. to.....during which you were the.....of Grama Panchayat has delivered his audit report, which reveals that due to your negligence or misconduct there has been loss or deficiency of a sum of Rs.....(Rupees…….....) are responsible for the said deficiency.

And whereas, after considering the said report of the Auditor, I, Shri,..... Examiner/Deputy Examiner/Assistant Examiner of Local Accounts, am satisfied that there is a prime facie case that you are responsible to account for the above said loss or deficiency.

And whereas, in exercise of the powers conferred on me by clause (b) of sub-section (2} of the Odisha Local Fund Audit Act, 1948 (Odisha Act V of 1948), I, Shri..... Examiner/Deputy Examiner /Assistant Examiner of Local Accounts issued notice bearing No..... dated .....to you to show cause within one month from the date of receipt of the notice, why the said amount of Rs..... (Rupees..... .....)should not be surcharged on you under the said section of the saidd act and whereas you.

Now, therefore, in exercise of the powers conferred on me by sub-section (3) of section 9 of the Odisha Local Fund Audit Act, 1948 (Odisha Act V of 1948), I, Shri..... Examiner/ Deputy Examiner/ Assistant Examiner or Local Accounts, do hereby surcharge or charge against you for the lose or deficiency of a sum of Rs……{Rupees.....),

You are hereby directed to deposit the said amount in the Treasury under Head of Account "T—Deposit and Advances—Part II—Deposit sot bearing interest—C—Other Deposits—Account mental and Judicial Deposits—Civil Deposits—Revenue Deposits " or in the Gram ! within fifteen days from the date of receipt of this notice and to produces the challan / receipt before the District Panchayat Officer,.....district.

I do hereby certify that the amount due from you is Rs..... (Rupees.....).

If You are aggrieved with the above surcharge, you may prefer an appeal under section II of the Odisha Local Fund Audit Act, 1948 (Odisha Act V of 1948), before the Appellate Authority, …….....within fourteen days from the date of receipt of this

Examiner)Deputy Examiner /Assistant Examiner of
Local Accounts (Grama Panchayat)

FORM No. 40
[See Rule 106 (1) (a)]

Form of Memorandum of Appeal to the Appellate Authority under section II of Odisha Local Fund Audit Act

1. Name and designation of the appellant
2. Present address—
   (a) Village
   (b) Post Office
   (c) District
3. Name of the Panchayat of which he is office bearer, if any
4. Name of the Panchayat Samiti
5. Name of the district
6. Number and date of the surcharge order appealed against (Copy enclosed)

7- Name and designation of the office? passing the surcharge order
8. Year to which the audit report relates
9. Date of receipt of the surcharge order by the appellant
10. Amount in dispute
11. Date of filing of the appeal
12. Grounds of appeal (May be enclosed separately)
13. The petitioner prays that the appeal may be heard with due consideration to the of appeal enclosed and the surcharge order may be set aside 2nd necessary orders passed as may be deem fit.

Date..... Signature of Appellant

FORM OF VERIFICATION

I,.....the petitioner named in the above petition do declare that what is stated therein is true to the best of my information and belief.

Date..... ..... Signature of Appellant

FORM No. 41
[See Rule 115(1)]
NOTICE OF DEMAND

Pease take notice that the sum of Rs ..... being the amount due from you on account of lighting rate/drainage fee/water rate/other dues, if any (to be specified) as in the statement below, is hereby demanded from you, and if you do not, within fourteen days of the service of this notice on you, pay the same to an officer authorised to receive payment, the same with costs will be levied by distress and sale of your movable property or otherwise as provided in the law.

Grama Panchayat Office Secretary/Executive Officer, Grama Panchayat

Serial No. in the assessment list	Latrine or conservancy tax		Lightening rate	
	Arrear	Current	Arrear	Current
1	2	3	4	5

Drainage fee		Water rate		Other dues, if any		Total
Arrear	Current	Arrear	Current	Arrear	Current	
6	7	8	9	10	11	12

FORM No.42
[See Rule 115(1)]
Distress Warrant

On behalf of the Grama Panchayat of ……whereas of …… has made default in payment to the said Grama Panchayat of the sums mentioned below you are hereby authorized and required to levy by distress and sate of a sufficient portion of the movable property of the said defaulter except ploughs, feed grain plough catties and such cattle as may be necessary enable, the default to earn his, livelihood, tools and implements of trade and agriculture and articles required for worship or prayer, the, necessary wearing apparel and bedding of the defaulter his wife and his necessary cooking utensils and books of account found in or upon any building or/and occupied by the defaulter the said, sums together with the additional sum by way of warrant fee and distraint fee set forth.

Grama Panchayat Office

Dated the day of 19

1. Latrine or Conservancy tax
2. Lighting rate
3. Drainage fee
4. Water rate
5. Other dues, if any (to be specified)
6. Warrant fee
7. Distraint fee
8. Total

Secretary/Executive Officer

FORM No. 43

[See Rule 119]

Register of Distress Warrant

Name of Block……Grama Panchayat…… ..... Subdivision.. .....

Serial No,	Village	Name of defaulters	Amount due	Lighting rate	Drainage fees	Water rate	Other dues	Warrant fees . .
			Latrine or conservancy tax					
1	2	3	4	5	6	7	8	9

Distraint fee	Total	No. and date the warrant	Date of execution of the warrant	Article seized	Article sold	Date of sale	Amount if realised	Date of credit	Signature of the Secretary
10	11	12	13	14	15	16	17	18	19

FORMAT-I

Cash Book of Receipt & Expenditure

[See Rule 68, 93(1) and (3), 97, 134(2),134(4)(b), 9(e)and9(j)of Rules of Business]

RECEIPTS				PAYMENTS								
Opening balance i) Cash in hand ii) Balance in bank iii) Balance in Treasury iv) Investments		Budget estimates (Rs.)	Amount Actuals (Rs.)	HEADS OF ACCOUNT		Budget estimates (Rs.)			Amount Actuals (Rs.)		
HEADS OF ACCOUNT						**Plan**	**Non-plan**	**Total**	**Plan**	**Non-plan**	**Total**
PART I – PANCHAYAT FUND				**PART I – PANCHAYAT FUND**							
Revenue Account – Receipts Tax Receipts				**Revenue Account – Expenditure**							
0028	**Taxes on Profession, Trades etc.**			**2049**	**Interest Payments**						
101	Profession Tax			101	Interest on Provident Fund						
102	Trade Tax			102	Interest on Insurance and Pension Fund						
103	Trade Licence Fees			103	Interest on Other Deposits and Accounts						
901	Share of net proceeds assigned			**2059**	**Maintenance of Community Assets**						
0029	**Land Revenue**			101	Maintenance & Repairs						
101	Land revenue			40	Work Charged Establishment Expenditure						

102	Surcharge on Land Revenue Tax			41	Other Maintenance Expenditure						
103	Taxes on Plantation			102	Furnishing						
901	Share of net proceeds assigned			103	Lease Charges						
0030	**Stamps and Registration Fees**			104	Machinery & Equipments						
101	Duty on Transfer by Sale			**2071**	**Pensions & Other Retirement Benefits**						
0035	**Taxes on Property other than Agriculture Land**			101	Superannuation & Retirement Allowance						
101	Property Tax on Residential Building			102	Commuted value of Pension						
102	Property Tax on Non-Residential Building			105	Leave Encashment Benefit						
901	Share of net proceeds assigned to Panchayats			106	Other Pensionary benefit						
0041	**Taxes on Vechicles**			**2202**	**Education**						
101	Taxes on Cycle/Cart and other receipts from Non-Motor vehicles Act			101	Primary Education						
901	Share of net proceeds assigned to Panchayats			18	Mid-day Meal Scheme						
0042	**Taxes on Goods and Passengers**			19	Sarva Siksha Abhiyan						
101	Toll Tax			102	Secondary Education						

40	Road. Culvert Bridge			103	Adult Education						
41	Ferry			104	Non-formal Education						
42	Water Ways			**2203**	**Technical Training and Vocational Education**						
43	Others			101	Assistance to Universities/Colleges for Technical Training						
102	Taxes on entry of Goods into Local Area			102	Technical Schools						
103	Taxes on Passengers / Pilgrims			103	Polytechnic Colleges						
901	Share of net proceeds assigned to Panchayats			104	Vocational Education						
0044	**Service Tax**			**2205**	**Art, Culture and Libraries**						
101	Service Tax			101	Promotion of Art & Culture						
901	Share of net proceeds assigned to Panchayats			102	Public Libraries						
0045	**Taxes on Duties and Commodities**										
101	Entertainment Tax			103	Public Exhibition						
102	Advertisement Tax			104	Sports & Youth Services						
103	Receipts under Education Cess			**2206**	**Market and Fairs**						
104	Receipts under other Acts			101	Market						
105	Forest Development Tax			102	Fairs						
901	Share of net proceeds assigned to Panchayats										

				2210	**Health and Family Welfare**						
				101	Primary Health Centers						
				15	NRHM						
				102	Community Health Centers						
				15	NRHM						
				103	Hospitals & Dispencaries						
				15	NRHM						
				104	Health Sub-Centers						
				15	NRHM						
				105	Other System of Medicine						
				106	Family welfare Services						
Non – Tax Receipts				**2211**	**Women and Child Welfare**						
				101	Women Development Programme						
0049	**Interest Receipt**			15	NRHM						
101	Interest on Bank Deposit			102	Child Development Programme						
102	Interest on Loans and Advances			15	NRHM						
800	Other Receipts			**2215**	**Water Supply and Sanitation**						
0059	**Maintenance of Community Assests**			101	Maintenance of Water Supply Line						
101	Rent from Building			102	Maintenance and Repair of Tubewells						
102	Recovery of percentage charges			103	Sewerage and Sanitation						
103	Hire Charges of Machineries and Equipments			17	Total Sanitation Campaign						

0071	**Contribution & Recoveries towards Pension and other Retirement Benefits**			**2216**	**Rural Housing**						
				101	House site for Landless						
101	Pension Contribution			14	Indira Awas Yojana (IAY)						
102	Leave and Pension Contribution not levied separately			102	Construction of Houses						
0202	**Education**			14	Indira Awas Yojana (IAY)						
101	Primary Education			103	Maintenance & Repairs of Houses						
102	Secondary Education										
103	Adult Education										
104	Non-formal Education			**2225**	**Welfare of Scheduled Castes, Scheduled Tribes and other Weaker Section**						
0206	**Market & Fairs**			101	Welfare of Scheduled Caste						
101	Receipts from Market / Hut			40	Scholarship to Student for Primary Education						
102	Receipts from fair			41	Scholarship to Student for Secondary Education						
				42	Scholarship to Student for Technical Education						
0210	**Health & Family Welfare**			43	Maintenance of SC hostels						
101	Receipts / Contribution from Patients and Others			102	Welfare of Scheduled Tribes						
0215	**Water Supply & Sanitation**			40	Scholarship to Student for Primary Education						

101	Receipts from Water Supply Schemes			41	Scholarship to Student for Secondary Education						
102	Fees, Fines etc			42	Scholarship to Student for Technical Education						
103	Sewerage & Sanitation services			43	Maintenance of ST hostels						
0216	**Rural Housing**			103	Welfare of other weaker sections						
800	Other Receipts			40	Scholarship to Student for Primary Education						
0403	**Animal Husbandry, Diarying, Poultry and Fuel and Fodder**			41	Scholarship to Student for Secondary Education						
101	Receipts from Cattle and Buffalo Development			42	Scholarship to Student for Technical Education						
102	Receipts from Piggery			43	Maintenance of Weaker Sections' Hostels						
103	Receipts form Poultry Development			**2235**	**Social Security & Welfare**						
104	Receipts from Fodder and Feed Development			101	Social Welfare						
105	Receipts from other Livestock Development			102	Welfare of Handicapped						
106	Receipts from Milky Supply Scheme			103	Welfare of Mentally Retarded						
0405	**Fisheries**			104	Assistance to Voluntary Organizations						
101	Sale of Fish, Fish Seeds etc			105	Deposit linked Insurance Scheme						

102	Auction of Fishing Rights			**2402**	**Soil and Water Conservation**						
103	Licence Fees, Fines etc			101	Land Improvement						
104	Services and Service Fees			102	Land Reforms						
0406	**Forestry**			103	Land Consolidation						
101	Social forestry			104	Soil and Water Conservation						
40	Sale of Timber & other Forest Produce			**2403**	**Animal Husbandry, Dairying, Polutry and Fuel and Fodder**						
42	Receipts from Forest Plantation			101	Cattle and Buffalo Development						
43	Receipts from Firewood Plantation			102	Piggery Development						
102	Farm Forestry			103	Poultry Development						
40	Sale of Timber & Other Forest Produce			104	Fuel and Fodder Development						
42	Receipts from Forest Plantation			105	Insurance of Livestock and Poultry						
43	Receipts from Firewood Plantation			106	Dairy Development Projects / Schemes						
103	Fees			107	Extension & Training						
0435	**Agriculture including Agriculture Extension**			**2405**	**Fisheries**						
101	Crop Husbandry			101	Processing, Preservation and Marketing						
40	Sale of Seeds			102	Fishery Cooperative						
41	Receipts from Agriculture Farm			103	Extension & Training						

42	Sale of Manure and Fertilizers			104	Development Schemes						
43	Receipts from Commercial Crop			**2406**	**Forestry**						
102	Lease charges for Storage and Warehousing of Agricultural Product			101	Social Forestry						
0515	**Panchayati Raj Programmes**			40	Economic Plantation						
101	District Panchayat			42	Forest Conservation and Development						
40	Licence fee			102	Farm Forestry						
41	Fees for use of Quarry			40	Economic Plantation						
42	Rent for use of Land			42	Forest Conservation and Development						
43	Receipts from Community Development Project			103	Zoological Parks						
44	Other Rates & Fees except Tax Receipts			104	Public Garden						
45	Registration Charges (Other than those not covered under respective functional major heads)			105	Minor Forest Produce						
46	Other Service Fees			**2408**	**Public Distribution System**						
47	Other Fines			101	Procurement &Supply						
102	Panchayat Samiti			102	Assistance to co-operatives						

40	Licence Fee			103	Storage & Waterhousing						
41	Fees for use of quarry			26	Maintenance of Waterhouses						
42	Rent for use of Land			**2435**	**Agriculture including Agriculture Extension**						
43	Receipts for Community Development Project			101	Crop Husbandry						
44	Other Rates & Fees except Tax Receipts			40	Extension of Farmers Training						
45	Registration charges (other than those not covered under respective functional major heads)			41	Crop insurance						
46	Other Service Fees			42	Scheme for small marginal farmers and agricultural labourers						
47	Other Fines			43	Horticulture and vegetable crops						
103	Gram Panchayat			44	Assistance to farmer cooperation						
				102	Watershed Development Programmes						
40	Licence Fee			**2501**	**Poverty Alleviation Programme**						
				101	Central Schemes						
42	Rent for use of Land			11	NREGS						
43	Receipts from Community Development Project			102	State Schemes						

45	Registration charges (other than those not covered under respective functional major heads)			103	Panchayat Samity Schemes						
46	Other Service Fees			104	Gram Panchayat Schemes						
47	Other Fines			**2515**	**Panchayati Raj Programmes**						
0702	**Minor Irrigation**			101	District Panchayat Programmes						
101	Receipts from Water Tanks/Ponds			102	Panchayat Samiti Programmes						
102	Receipts from tube Wells			103	Gram Panchayat Programmes						
0801	**Rural Electrification**			**2702**	**Minor Irrigation**						
101	Sale of Power			101	Minor Irrigation Projects						
0810	**Non-Conventional Source of Energy**			102	Water Management						
101	Sale of Bio-Energy										
102	Sale of Solar energy			**2801**	**Rural Electrification**						
103	Sale of wind Energy			101	Purchase of power						
0851	**Village and Small scale Industries**			102	Transmission and Distribution						
101	Handloom Industries			103	Maintenance of Street Light						
102	Handicraft Industries			**2810**	**Non-Conventional Sources of Energy**						
103	Khadi & Village Industries			101	Maintenance of bio-gas plants						
104	Sericulture Industries			102	Maintenance of Solar Energy Centre						

105	Powerloom Industries			103	Maintenance of Wind Energy Centre						
106	Food Processing Industries			**2851**	**Village and Small Scale Industries**						
107	Other Village Industries			101	Handloom Industries						
	Grant-in-aid			102	Handicraft Industries						
1601	**Grant-in-aid**			103	Khadi & Village Industries						
101	Grants from Central Government			104	Sericulture Industries						
11	NREGS			105	Powerloom Industries						
12	Sampoorna Gramina Rozgar Yojana (SGRY)			106	Food Processing Industries						
13	Swaranjayanti Gram Swarozgar Yojana (SGSY)			107	Other Village Industries						
14	Indira Awas Yojana (IAY)			**3054**	**Transportation**						
15	National Rural health Mission (NRHM)			101	Roads						
16	Accelerated Rural Water Supply Programme (ARWSP)			102	Culverts						
17	Total Sanitation Campaign			103	Bridges						
18	Mid Day Meal Scheme			104	Ferries						
19	Sarva Shiksha Abhiyan			105	Waterways						
20	Pradhan Mantri Gram Sadak Yojana			106	Other means of Transportation						

21	Integrated Watershed Management Programme										
22	Integrated Child Development Services										
102	Grants from State Government										
103	Grants from other institution										
Total Revenue Receipts				**Total Revenue Expenditure**							
Capital Account - Receipts				**Capital Account - Expenditure**							
4000	**Capital Receipts**			**4202**	**Capital Outlay on Education**						
800	Other Receipts			101	Construction of Primary Schools						
				102	Construction of Secondary Schools						
				103	Construction of Centre for Adult & Non-formal Education						
				4205	**Capital Outlay on Art, Culture and Libraries**						
				101	Construction of Public Libraries						
				102	Construction of Sports Stadium						
				103	Construction of Training Centre for Art & Culture						
				4206	**Capital Outlay on Market and fairs**						
				101	Construction of permanent structure for Market						
				102	Construction of permanent structure for fairs						

				4210	**Capital Outlay on Health and Family Welfare**						
				101	Primary Health Centres						
				102	Community Health Centres						
				103	Hospitals & Dispensaries						
				104	Health Sub-Centres						
				105	Other system of Medicine						
				4215	**Capital Outlay on Water Supply and Sanitation**						
				101	Laying of Water Supply Line						
				16	ARWSP						
				102	Drilling of Tubewell						
				16	ARWSP						
				103	Sewerage and Sanitation						
				17	Total Sanitation Campaign						
				4216	**Capital Outlay on Rural Housing**						
				101	Purchase of Land						
				14	IAY						
				102	Construction of Houses						
				14	IAY						
				4235	**Capital Outlay on Social Security & Welfare**						
				102	Construction of training centre for welfare of Handicapped						
				103	Construction of Anganwadi Centres						
				4402	**Capital Outlay on Soil & Water Conservation**						
				101	Land Improvement						
				102	Land Reforms						

				103	Land Consolidation						
				104	Soil & Water Conservation						
				4405	**Capital Outlay on Fisheries**						
				104	Construction of Fisheries/Ponds						
				4406	**Capital Outlay on Forestry**						
				103	Development of Zoological Park						
				104	Development of Public Garden						
				4408	**Capital Outlay on Public Distribution System**						
				103	Construction of Godowns & Warehouse						
				4435	**Capital Outlay on Agriculture including Agriculture Extension**						
				101	Construction of Training Centre						
				4515	**Capital Outlay on Panchayati Raj Programme**						
				101	District Panchayat Programme						
				102	Panchayat Samiti Programme						
				103	Gram Panchayat Programme						
				4702	**Capital Outlay on Minor Irrigation**						
				101	Construction of Works of Minor Irrigation Projects						
				102	Construction Works on Water Management						
				103	Construction Works Watershed Development						

				4801	**Capital Outlay on Rural Electrification**						
				102	Capital outlay on Construction of Sub-Station						
				103	Installation of Street Lights						
				4810	**Capital Outlay on Non-Conventional Sources of Energy**						
				101	Construction of Bio-Gas Plants						
				102	Construction of Solar Energy Centre						
				103	Construction of Wind Energy Centre						
				4851	**Capital Outlay on Village and Small Scale Industries**						
				101	Handloom Industries						
				102	Handicraft Industries						
				103	Khadi & Village Industries						
				104	Sericulture Industries						
				105	Powerloom Industries						
				106	Food Processing Industries						
				107	Other Village Industries						
				2054	**Capital Outlay on Transportation**						
				101	Construction of Village/District Roads						
				20	PMGSY						
				102	Construction of Culverts						
				20	PMGSY						
				103	Acquisition of Land for Construction of Roads/Bridges						
				20	PMGSY						
				104	Construction of Ferry Ghats/Ferries						
	Total Part I				**Total Part I**						

Part II				Part II			
RECEIPTS				PAYMENTS			
HEADS OF ACCOUNT		Budget estimates (Rs.)	Amount (Rs.)	HEADS OF ACCOUNT		Budget estimates (Rs.)	Amount (Rs.)
PART II– PROVIDENT FUND ETC				PART II– PROVIDENT FUND ETC			
Loan Section				Loan Section			
7610	Loans to Panchayat Employees			7610	Loans to Panchayat Employees		
101	House Building Advance			101	House Building Advance		
102	Motor Car / Motor Cycle Advance			102	Motor Car / Motor Cycle Advance		
103	Cycle Advance			103	Cycle Advance		
104	Festival Advance			104	Festival Advance		
Pension & Provident Fund Section				Pension & Provident Fund Section			
8009	Provident Fund			8009	Provident Fund		
101	Panchayat Employees General Provident Fund			101	Panchayat Employees General Provident Fund		
102	Panchayat Employees Contributory Provident Fund			102	Panchayat Employees Contributory Provident Fund		
Insurance & Pension Fund Section				Insurance & Pension Fund Section			
8011	Insurance & Pension Fund			8011	Insurance & Pension Fund		
101	Panchayat Employees Group Insurance Scheme			101	Panchayat Employees Group Insurance Scheme		
Deposit & Advances Section				Deposit & Advances Section			
8443	Civil Deposit			8443	Civil Deposit		
101	Earnest Money Deposit			101	Earnest Money Deposit		
102	Security Deposit			102	Security Deposit		
103	Panchayat Deposit			103	Panchayat Deposit		
Civil Advances Section				Civil Advances Section			

8550	**Civil Advances**			**8550**	**Civil Advances**		
101	Advances to PRI functionaries for Works & Supplies			101	Advances to PRI functionaries for Works & Supplies		
102	Advances to agencies for Works & Supplies			102	Advances to agencies for Works & Supplies		
	Suspense Account				**Suspense Account**		
8658	**Suspense Account**			**8658**	**Suspense Account**		
101	Tax deduction at source suspense			101	Tax deduction at source suspense		
40	Income Tax			40	Income Tax		
41	Sale Tax			41	Sale Tax		
42	Profession Tax			42	Profession Tax		
102	Unclassified Suspense			102	Unclassified Suspense		
103	Treasury Suspense			103	Treasury Suspense		
	Total Part II				**Total Part II**		
					Closing Balance Cash in Hand Cash at Bank Cash in Treasury Investments		
	GRAND TOTAL				**GRAND TOTAL**		

FORMAT-II
[See Rule 68 (2),79(3) and 134(4)(b)]

Consolidated Abstract Register

Consolidated abstract Register of ……Gram Panchayat for the financial year :

(In Rupees)

Actual of the Current Year

Sl. No.	Head of Account	Budget provision		April		May		June		July		August		September		October		November		December		January		February		March		March Supplementary		Total	
1	2	3		4		5		6		7		8		9		10		11		12		13		14		15		16		17	
		P	NP	P	NP	P	NP	P	NP	P	NP	P	NP	P	NP	P	NP	P	NP	P	NP	P	NP	P	NP	P	NP	P	NP	P	NP

FORMAT-III

Reconciliation Register

[See Rule 79(2), 94(a), 134(4)(b)]

Reconciliation Statement for the month of ……of financial year:……

Balance as per Cash Book	With Bank					With Treasury					Remarks
	Date of receipt of the cheque	From Whom received	No. and Dt. Of the cheque	Amount	Date of encashment	Date of receipt of the cheque	From Whom received	No. and Dt. of the cheque	Amount	Date of encashment	
A. Add i) Cheques/Cash credited directly into the Bank/Treasury but not taken into the Cash Book ii) Details of Cheque etc. issued by PRIs but not yet encashed in Bank/ Treasury iii)Cheque drawn but actually not delivered to the parties iv) Cheque issued but dishonoured v) Bank interest not credited into cash book											
B.Deduct i) Details of Cheques etc. received and entered into Cash Book but not actually deposited into the Bank /Treasury ii) Cheque received from parties and deposited into bank but dishnoured iii)Bank charges deducted from bank balance but not taken into Cash Book											
Closing balance as per Cash Book											
Balance as per Bank/Treasury as intimated											
Amount of Difference (if any)											
Details of Difference											

FORMAT-IV

[See Rule 25,68(3), 134(4)(b)]

Receivable and Payable Register

Statement of Receivable and Payable of ……at the end of the year:

Receivable			Payable		
Head of Accounts	Particulars	Amount Rs.	Head of Accounts	Particulars	Amount Rs.
0049-101- 8658-8550-101- 0035-01601- 8658-102-	1. Cash in hand 2. S. B. deposit 3. Other securities 4. Advances recoverable 5. Arrear taxes and fees 6. Outstanding grant-in-aid 7. Outstanding cess dues 8. Amount due for (a) Sarpanch (b) Naib-Sarpunch (c) Secretary (d) Members 9. Miscellaneous Total			(/) Installments of loans due and not paid (ii) Interest on loans due and not paid (iii) Unspent balance of specific grants (iv) Security deposits (v) Dues payable towards Pay, D. A., etc. (vi) Outstanding bills (vii) Advance collection of taxes, fees, rates and tools relating to periods following beyond the year. (viii) Miscellaneous Total	

FORMAT-V

[See Rule 36, 47(3), 51, 134(4)(b)]

Register of Immovable Property

Register of Immovable Property of …… for the year……

(a) Roads

Sl. No	Name of Road/Location	From Village / Point	To Village/point	Total Length in K.M.	Average width (feet/m)	Date of construction	Date of Transefer	Date of repairs	Total cost (in Rupees)	Average cost of construction per K.M	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

(b) Land

Sl. No.	Date of Transfer/purchase or acquisition	From whom Transfer/purchase or acquisition	Purpose	Reference to agreement, award etc.	Area of land in acres	Plot / Survey No. etc with boundaries	Assessment / Valuation	Whether boundaries sketch of the land is available	Building, if acquired with the land		Utilisation of the land / building	Amount paid Rs.	Whether Delivery of Possession given **	Annual income of the property **	No. date and voucher remark
									Brief details of structure	Plinth Area					
1	2	3	4	5	6	7	8	9	10		11	12	13	14	15

(C) Others

Sl. No.	Date of acquisition, purchase, construction or received or transfer	No. and date of orders under which the property was acquired, purchased, constructed /transferred	Description and location of Assets	Purpose for which acquired	Valuation at the beginning of the year	Revaluation if any, the date and actual amount of revaluation (as per Rules)	Depreciation / Appreciation as per Rules	Valuation of at the end of the year	If disposed Date of disposal	Reasons for disposal with authority	Amount realized on disposal (in Rupees)	Initials of competent authority	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14

FORMAT – VI

Register of Movable Property

[See Rule 36, 47(3), 51, 134(4)(b)]

Register of Movable Property of ……Gram Panchayat for the financial year: ----------

Sl. No.	Date of acquisition, purchase, construction or received or transfer	No. and date of orders under which the property was acquired, purchased, constructed /transferred	Description and situation of property	Whether the property is used for any purposes	Valuation at the beginning of the year	Revaluation if any, the date and actual amount of revaluation (as per Rules)	Depreciation / Appreciation as per Rules	Valuation of at the end of the year	Whether disposed	Reason / authority for disposal	Amount realized on disposal (in Rupees)	Initials of competent authority	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14

FORMAT-VII

[See Rule 14(6),100, 134(4)(b)]

Inventory Register

Inventory register of …….. for the month/year……

Description of items

Date	Opening balance		Voucher No. and Date	From whom received	Number received**		Receipts		Total		To whom issued and for which purpose	Number issued**		Issued or sole			Closing balance		Signature of the Issuing Officer	Signature of the Receiving Officer
	Quntity	Value			From	To	Quantity	Value	Quantity	Value		From	To	Date	Quantity	Value	Quantity	Value		
1	2	3	4	5			6	7	8	9										

FORMAT-VIII

[See Rule 78(1), 100,134(4)(b)and 9(f) of RULES OF BUSINESS]

Demand Collection & Balance Register

Register of Demand, Collection and balance of …….for the month / year of ……

Sl. No	Name and address of the person from whom tax is due	Reference serial No. in the register of assesses	Current demand	Arrear demand of previous years, if any	Permission / write off and suspension, if any	Total amount due [(4+5)-6]	Total amount collected			Balance outstanding	Remarks
							Previous years arrears	Current year	Total		
1	2	3	4	5	6	7	8			9	10

By Order of the Governor

D. K. SINGH

Commissioner-cum-Secretary to Govt.

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HOUSING & URBAN DEVELOPMENT DEPARTMENT

NOTIFICATION

The 10th August, 2020

ODISHA DEVELOPMENT AUTHORITIES (PLANNING AND BUILDING STANDARDS) RULES, 2020

S.R.O No.180/2020–Whereas the draft of the Odisha Development Authorities (Planning and Building Standards) Rules, 2020 was published as required under section 125 of Odisha Development Authorities Act., 1982 (Odisha Act. 14 of 1982) in the Extraordinary issue No. 246 of the *Odisha Gazette* dated 7th February, 2020 under the notification of the Government of Odisha in the Housing & Urban Development Department No.4008-TP DEV-42/2019/HUD, dated 7th February, 2020 inviting objections and suggestions from all persons and Authorities likely to be affected thereby, till the expiry of a period of 15 days from the date of publication of the said notification in the *Odisha Gazette.*

And whereas objections and suggestions received in respect of the said draft before the expiry of the period so specified have been duly considered by the State Government;

Now, thereforein exercise of the powers conferred by Section 123 of the said Act., the State Government do hereby make the following rules, namely:—

CHAPTER –I.

PRELIMINARY

1. Short title, extent and commencement.— (1)These rules may be called the Odisha Development Authorities (Planning and Building Standards) Rules, 2020.

(2) They shall extend to all the "development areas" which are so declared under sub-section (1) of Section 3 of the Odisha Development Authorities Act., 1982.

(3) They shall come into force on the date of their publication in the *Odisha Gazette*.

2.Definition.— (1) In these rules, unless the context otherwise requires,—

(i) "Act" means the Odisha Development Authorities Act, 1982 (Act 14 of 1982);

(ii) "addition" or "alteration" means change from one occupancy to another or a structural change, such as addition to the covered area or height or the removal of part of a building or construction or cutting into or removal of any wall, partition, column, beam, joist, floor or other support, or a change to the fixture of equipment of the building;

(iii) "Advertising Sign" means any surface or structure with characters, letters or illustrations applied thereto and displayed in any manner whatsoever outdoors for the purpose of advertising or giving information or to attract the public to any place, person, public performance, article, or merchandise, and which surface or structure is attached to, forms part of, or is connected with any building or is fixed to the ground or to any pole, screen, fence or hoarding or displayed in space, or in or over any water body included in the jurisdiction of the Authority;

(iv) "Affordable Housing Projects", "Affordable Housing Units" and "Slum" shall have the same meaning as defined in Policy for Housing for All in Urban Areas, Odisha 2015 and as amended from time to time;

(v) "Agricultural use" means use of land for the purpose of agriculture, horticulture, sericulture, animal husbandry, poultry farming, plant nursery, piggery, dairy farming, vegetable farming and any activity related to agriculture or milk chilling plant;

(vi) "Air-Conditioning" means the process of treating air so as to control simultaneously its temperature, humidity, cleanliness and distribution to meet the requirement of conditioned space;

(vii) "Air Port Reference Point" means a designated point which is established in the horizontal plane at or near the geometric center of the landing area;

(viii) "Annexure" means an Annexure appended to these rules;

(ix) "apartment or flat" means a dwelling unit in a building;

(x) "apartment building" means a building having more than eight dwelling units constructed in one block only;

(xi) "Applicant" means the person who is the owner of the land or building or has a title over the land or building and includes,—

(a) an agent or trustee who receives rent on behalf of the owner;

(b) an agent or trustee who receives rent or is entrusted with or is concerned with any building devoted to religious or charitable purpose;

(c) receiver, executor or administrator or a manager appointed by any Court of competent jurisdiction to have the charge of or to exercise the rights of the owner; and

(d) a mortgagee in possession;

(xii) "Approved" means approved by the Authority;

(xiii) “Art Commission” means the Commission constituted under sub-section (1) of section 88;

(xiv) “assembly building” means a building or part of a building where group of people not less than 50 congregate or gather for amusement, recreation, social, religious, patriotic, civil, political, travel and similar purposes such as, theaters, motion picture houses, assembly halls, auditoria, exhibition halls, museum, skating rinks, gymnasium, restaurants, places of worship, dance halls, club rooms, passenger stations and terminals of air, surface and marine public transportation services, recreation piers and stadia, Baarat Ghar and Kalyan Mandap etc.;

(xv) “balcony” means a projection to serve as passage or sit out place including a hand rail or balustrade;

(xvi) "base FAR" shall have the same meaning as defined in the Odisha Transferable Development Rights Rules, 2015;

(xvii) “basement” or “cellar” means lower storey of a building, below or partly below the ground level;

(xviii) “building accessory” means a subordinate building, use of which is incidental to that of a principal building on the same plot such as garage, coal or fuel shed or for use by peons, chowkidars or domestic servants;

(xix) "building envelope" means the horizontal spatial limits up to which a building may be permitted to be constructed on a plot;

(xx) “building height” means the vertical distance measured in the case of flat roofs from the average level of the center line of the adjoining street to the highest point of the building adjacent to the street and in the case of pitched roofs, up to the point where the external surface of the outer wall intersects the finished surface of the sloping roof and in the case of gables facing the road, the mid-point between the eaves level and the ridges:

Explanation.— If the building does not abut on a street, the height shall be measured above the average level of the ground around and contiguous to the building;

(xxi) “building line” means the line up to which the plinth of a building adjoining a street or an extension of a street or on a future street may lawfully extend and includes the lines prescribed in any development plan in operation for any area under the jurisdiction of the Authority or specification indicated in any Town Planning or Development Scheme or in these rules;

(xxii) "Cabin" means a non-residential enclosure constructed of non-load bearing partitions;

(xxiii) “Canopy” means a cantilevered projection from the face of the wall at lintel or slab level over any entrance, provided that —

(a) it shall not project beyond the plot line;

(b) it shall not be lower than 2.3m or 7’-6” when measured from the ground; and

(c) there shall be no structure on it and the top shall remain open to sky;

(xxiv) "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.

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the allottee;

(xxv) "chajja" or "sun-shade" means a sloping or horizontal structural overhang, usually provided for protection from sun and rain or for architectural considerations at lintel level;

(xxvi) "chimney" means an upright shaft containing and encasing one or more flues provided for the conveyance to the outer air of any product of combustion; resulting from the operation of any heat producing appliance or equipment employing solid, liquid or gaseous fuel;

(xxvii) "commercial building" means a building or part of a building, which is used for transaction of business, keeping of accounts and records or for similar purposes and includes Banks, Commercial Offices, Corporate offices, mercantile buildings like shops, stores, market display and sale of merchandise either in wholesale or retail, or offices, storage or services facilities incidental to the sale of merchandise, Cinema Halls, Petrol Pumps, Hotels, Restaurants, Lodge-cum-guest houses and Dharma Kantas, etc;

(xxviii) "common Plot" means a single or multiple plots of land which are, reserved during the layout approval for providing community facilities and public utilities and 50% of the area so reserved shall be used to provide required infrastructure for integration of public transport requirement, public washroom complexes, bus-stops, Origin-Destination Terminals etc. and the land so required shall be provided to the concerned Authority or any other Public Authority for building of such public infrastructure;

(xxix) "Competent Authority" means Vice Chairman of Development Authority;

(xxx) "corner plot" means a plot at the junctions of, and fronting on, two or more intersecting streets and in such cases, frontage would be on the street having larger width and where two streets are of same width, then the larger side of the plot will decide the frontage and the location of a garage (on a corner plot) if provided within the open space shall be located diagonally opposite the point intersection;

(xxxi) "cornice" means a sloping or horizontal cantilevered projection at lintel level over any entrance or external walls to provide protection from sun and rain;

(xxxii) "covered area" means in respect of ground floor, area covered immediately above the plinth level by the building but does not include the open space covered by,—

(a) garden, rockery, well and well-structures, rainwater harvesting structures, plant nursery, water-pool (if uncovered), platform round a tree, tank, fountain, bench, chabutara with open top unenclosed on sides by walls, boundary wall, swing, and area covered by chhajja without any pillars etc, touching the ground;

(b) drainage, culvert, conduit, catch-pit, gully pit, inspection chamber, gutter and the like; and

(c) compound wall, gate, slide or swing door, canopy and areas covered by chajja or similar projections and staircases which are uncovered and open at least on three sides and also open to sky;

(d) watchmen booth, pump house, garbage shaft, electric cabin or substations, and such other utility structure meant for the services of the building under construction;

(xxxiii) "Cul-de-sac" means such means of access having length upto 150 meter with an additional turning space not less than 81 square meters in area having no dimension less than 9 meter.;

(xxxiv) "damp-proof course" means course consisting of some appropriate water proofing material provided to prevent penetration of dampness;

(xxxv) "detached building" means a building whose walls and roof are independent of any other building with open spaces on all sides;

(xxxvi) "Developer" means,—

(a) a person who constructs or causes to be constructed an independent building or a building consisting of apartments or converts an existing building or a part thereof into apartments for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(b) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(c) any other person who acts himself as a builder, coloniser, contractor, promoter, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(d) such other person who constructs any building or apartment for sale to the general public; or

(e) the Authority or any other public body in respect of allottees of buildings or apartments, as the case may be, constructed by the Authority or such body on lands owned by them or placed at their disposal by the Government, for the purpose of selling all, or some of, the apartments or plots; or

(f) an apex State level co-operative housing finance society and a

primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings;

(xxxvii) "deviation" means any construction made in departure from the approved plan by way of alterations or additions, modifications in the total floor area, coverage, floor area ratio (FAR), setbacks, height, parking space or provision of public utilities, etc.;

(xxxviii) "drain" means a line of pipes including all fittings and equipment such as manholes, inspection chamber, traps, gullies and floor traps used for the drainage of a building or a number of buildings or yards appurtenant to the buildings within the same cartilage and includes open channels used for conveying surface water;

(xxxix) "drainage" means the removal of any liquid by a system constructed for purpose;

(xl) "dwelling unit" means an independent housing unit with facilities for living, cooking and sanitary requirements;

(xli) "educational building" means a building exclusively used for a school or college recognized by the appropriate Board or University or any other Competent Authority involving assembly for instruction, education or recreation incidental to educational use including quarters for essential staff required to reside in the premises, and building used as a hostel captive to an educational institution whether situated in its campus or outside and a building for such other uses as research institution;

(xlii) "enclosed stair-case" means a stair-case, separated by fire resistant walls from the rest of the building;

(xliii) "encroachment" means an act to enter into the possession or rights either of permanent or temporary nature on a land or built-up property of local body or State or Central Government;

(xliv) "EWS House" means a house or dwelling unit intended for Economically Weaker Sections with a carpet area of minimum 21 square meters and maximum 30 square meters or as decided by the State Government, from time to time;

(xlv) "EWS Plot" means a residential plot intended for Economically Weaker Sections having plot area of minimum 30 square meters or more and less than 50 square meters or as decided by the State Government, from time to time;

(xlvi) "existing building" means a building, structure or its use, as sanctioned, approved or regularized by the Competent Authority existing before the commencement of these rules;

(xlvii) "existing use" in relation to use, means a building or structure existing with due approval of the Authority before the commencement of these rules;

(xlviii) "exit" means a passage, channel or means of egress from any building, storey or floor area to a street or other open space of safety;

(xlix) "external wall" means an outer wall of a building even though adjoining to a

wall of another building and also means a wall abutting on an interior open space of a building;

(l) "Farm house" means a plot of land including construction thereon in the area designated for agricultural use by the Authority;

(li) "Farm shed" shall include permanent or temporary structures erected in the plot used for farmhouse;

(lii) "Fire Alarm System" means a system of arrangement of call joints or detectors, sounders and other equipments for the transmission and indication of alarm and sometimes used as signals for testing of circuits and whenever required for the operation of auxiliary services and such device may work, automatically or manually, to alert the occupants in the event of fire;

(liii) "fire lift" means lift specially designed for use by fire service personnel in the event of fire;

(liv) "Fire Proof Door" means a door or shutter fitted to a wall opening, and constructed and erected with the requirement to check the transmission of heat and fire for a specified period;

(lv) "Fire Resisting Material" means the material which is normally used for fire resistance;

(lvi) "flatted factory" means a group of small industrial units of non-polluting nature located in a multi-storeyed building with common services and facilities;

(lvii) "floor" means the lower surface in a storey on which one normally walks in a building;

(lviii) "Floor Area" or "Built-up Area" means the total covered area on all floors of a house;

(lix) "Floor Area Ratio" (FAR) means the ratio obtained by dividing total covered area on all the floors by the area of the plot;

(lx) "footing" means the part of a structure, which is in direct contact with the ground and transmitting loads to the ground;

(lxi) "Form" means a form appended to these rules;

(lxii) "foundation" means that part of a structure, which is in direct contact with and meant for transmitting loads to the ground;

(lxiii) "gallery" means an intermediate floor or platform projecting from a wall of an auditorium or a hall providing extra floor area, additional seating accommodation, etc and shall also include structures provided for seating in stadia;

(lxiv) "garage-private" means a building or a portion thereof designed for parking of privately owned motor vehicles or any other vehicles;

(lxv) "garage-public" means a building or a portion thereof designed or used for repairing, servicing, hiring, selling or parking of motor driven or any other vehicles;

(lxvi) "Ground Coverage" means the ground area covered by a building including

cantilevered portion on any floor but excluding the areas exempted in the calculation of open space;

(lxvii) "ground floor" means the storey, which has its floor surface nearest to the ground around the building;

(lxviii) "habitable room" means a room having area of not less than 9.0 square meters, width 2.4 meters (min.), height 2.75 meters (min.) occupied or designed for occupancy by one or more persons for study, living, sleeping, eating, cooking if it is used as a living room, but does not include bathrooms, water closet compartments, laundries, serving and storage pantries, corridors, cellars, attics and spaces that are not used frequently or during extended periods;

(lxix) "Hazardous Building" means a building or part of a building which is used for the storage, handling, manufacture or processing of highly combustible or explosive materials or products which are liable to burn with extreme rapidity or producing poisonous fumes, or the storage, handling, manufacturing or processing of which involves highly corrosive, toxic, obnoxious alkalis, acids or other liquids, gases or chemicals, producing flame, fumes and explosion, poisonous irritant or corrosive gasses and for the storage, handling or processing of any material producing explosive mixture of dust or which result in the division of matter into fine particles subject to spontaneous ignition and includes petrol filling stations;

(lxx) "Hazardous and obnoxious industry" means industry which creates nuisance to the surrounding development in the form of smell, smoke, gas, dust, air pollution, water pollution and other unhygienic conditions;

(lxxi) "Hazardous material" means—

(a) radioactive substances;

(b) material which is highly combustible or explosive or which may produce poisonous fumes explosive emanations, or storage, handling, processing or manufacturing of which may involve highly corrosive, toxic, obnoxious alkalis or acids or other liquids;

(c) other liquids or chemicals producing flame, fumes, explosive, poisonous, irritant or corrosive gases or which may produce explosive mixtures of dust or fine particles capable of spontaneous ignition;

(lxxii) "Heritage Zone" means the area as delineated in the development plan or notified by the Authority under these rules;

(lxxiii) "High Rise Building" means a building whose height is 15 meters or more, measured from the average level of the centre line of the street on which the site abuts or from the average level of the ground around and contiguous to the building if it doesn't abut on a street;

(lxxiv) "Hotel building" or "Hotel premises" means a premises having minimum 10 lettable rooms for lodging of and boarding of 15 persons or more on short / long term basis;

(lxxv) "Housing Project" means housing complex on plotted developments or having multiple apartment blocks or multiple buildings within one premises having more than 8 dweling units;

(lxxvi) "illuminated exit signs" means a device for indicating the means of escape during normal circumstances and power failure;

(lxxvii) "industrial building" means a building or part of a building in which products or materials of all kind and properties are fabricated, assembled or processed such as assembly plants, laboratories, power plants, smoke houses, refineries, gas plants, mills, dairies or factories;

(lxxviii) "institutional building" means a building constructed by Government, Semi-Government Organizations or Registered Trusts, buildings used for medical or other treatment, Research and Training Centre, educational buildings, Public or Semi Public offices, Hospitals, Dispensaries, nursing homes, poly clinics and Health Centers or for an auditorium or complex for cultural and allied activities or care of orphans, abandoned women, children and infants, convalescents, destitute or aged persons and for penal or correctional detention with restricted liberty of the inmates ordinarily providing sleeping accommodation and includes dharamshalas, hospitals, sanatoria, custodial and penal institutions such as jails, prisons, mental hospitals, houses of correction, detention and reformatories etc.;

(lxxix) "Land Use Zone" or "LUZ" means use assigned to a particular plot of land in the Development Plan or Town Planning Schemes as prepared under the Act;

(lxxx) "Layout" includes sub-divisional layout and site layout;

(lxxxi) "Ledge" or "Tand" means a shelf-like projection supported in any manner whatsoever, except by means of vertical supports within a room itself but not having projection wider than 1.0 meter and at a minimum clear height of 2.1 meters from the floor level;

(lxxxii) "LIG House" means a house or dwelling unit intended for low-income groups with a carpet area of minimum 31 square meters and maximum 60 square meters or as specified by the State Government, from time to time;

(lxxxiii) "LIG Plot" means a residential plot intended for low income groups with a plot area of minimum 50 square meters and maximum 100 square meters or as specified by the State Government, from time to time;

(lxxxiv) "Loft" means an intermediate floor between two floors or a residual space in a pitched roof, above normal floor level with a maximum height of 1.5 meters and which is constructed or adopted for storage purposes;

(lxxxv) "masonry" means an assemblage of masonry units properly bonded together with mortar;

(lxxxvi) "Mezzanine Floor" means an intermediate floor between two floors, above ground level, accessible only from the lower floor;

(lxxxvii) "MIG House" means a house or dwelling unit intended for middle-income groups with a carpet area of more than 60 square meters and maximum 200 square meters or as specified by the State Government, from time to time;

(lxxxviii) "mitigation" means measures taken in advance of a disaster aimed at minimizing or eliminating its impact on society and on environment including preparedness and prevention;

(lxxxix) “mixed land use” means mixed use of the building or premises as per provisions of these rules;

(xc) "mixed use building" means a building partly used for non-residential activities and partly for residential purpose;

(xci) “multi-level car parking building” means a building partly below ground level having two or more basements or above ground level, primarily to be used for parking of cars, scooters or any other type of light motorized vehicles;

(xcii) “Multiplex building” shall mean one or more cinema hall and a group of shops or showrooms not less than 20 in number;

(xciii) “mumty” or “stair cover” means a structure with a covering roof over staircase and its landing built to enclose only the stairs for the purpose of providing protection from weather and not used for human habitation;

(xciv) “natural hazard prone areas” means areas likely to have moderate to high intensity earthquake or cyclonic storm or significant flood flow or inundation or landslides or mud flows or avalanches, or one or more of these hazards;

Note: Moderate to very high damage risk zones of earthquakes are shown in Seismic Zones III, IV and V specified in IS:1893; moderate to very high damage risk zones of cyclones are those areas along the sea coast of India prone to having wind velocities of 39 m/s or more as specified in IS:875(Part 3;) and flood prone areas in river plains (unprotected and protected) are indicated in the Flood Atlas of India prepared by the Central Water Commission, besides, other areas which can be flooded under conditions of heavy intensity rains, inundation in depressions, back flow in drains, inadequate drainage, etc. as identified through local surveys in the development plan of the area and landslide prone areas as identified by State Government or Land surveys;

(xcv) “non-combustible material” means a material, which does not burn nor add heat to a fire when tested for combustibility in accordance with good practice;

(xcvi) “non-conforming use” means the use which does not conform to the zoning regulations;

(xcvii) “nursing home” means an establishment which is defined as such under any Act or guidelines of Health and Family Welfare Department of State Government;

(xcviii) “occupancy or use” means the principal occupancy for which a building or a part of a building is used or intended to be used;

(xcix) “old settlement area” means an area declared as such under a Development Plan and in the absence of such declaration, any area comprising of old village settlements and covering such extent of land as may be determined by the Authority in consultation with the concerned Local Body;

(c) “old settlement plot” means a plot having a width ranging between 4.0 meter and 6.3 meter, the depth being more than three times the width and located in a old settlement area;

(ci) “open space”,—

(a) with respect to a plot, means an area forming an integral part of the

plot, left open to the sky;

(b) with respect to a lay-out, means community open spaces reserved for recreational purposes such as parks, playground, tot-lots, etc;

(c) with respect to the Development Plans, means a land-use demarcated as such in the Development Plan;

(cii) "overlay rules" means rules mentioned as such under these rules for specific purpose or area or zone, which shall supersede all other corresponding provisions of these rules to the extent provided in such overlay rules;

(ciii) "parapet" means a low wall or railing built along the edge of a roof or a floor having a minimum height of 1.0 meter;

(civ) "parking space" means an area enclosed or unenclosed, covered or open, of sufficient size to park vehicles, together with a driveway connecting the parking space with a street or any public area and permitting ingress and egress of the vehicles;

(cv) "partition" means an interior non-load bearing wall, one storey or part of a storey in height;

(cvi) "performance security" means a security deposit to be deposited with the Authority by the Builder or Developer or Applicant, as the case maybe, as per provision of these rules;

(cvii) "permit" means a permission or authorization given by the Authority in writing to carry out the development as regulated by these rules.

(cviii) "plantation" means plantation of plants and trees;

(cix) "plinth" means the portion of a structure between the surface of the surrounding ground and the surface floor, immediately above the ground;

(cx) "plinth area" means the built up area measured at the floor level of ground floor;

(cxi) "porch" means a covered surface supported on pillar or otherwise for the purpose of pedestrian or vehicular approach to a building;

(cxii) "public utilities" or "public utility service" means drainage, sewerage, electricity, water supply, solid waste disposal, sanitation, fire services, roads and any other support or infrastructure and the like for which a building has to depend on public bodies, authorities or agencies;

(cxiii) "purchasable FAR" means the Floor Area Ratio (FAR) which may be allowed to the applicant above the base FAR and upto the maximum permissible FAR in absence of TDR certificate and shall on payment of such charges as prescribed under these rules;

(cxiv) "ramp" means a passage with gradual slope joining two level surfaces;

(cxv) "real estate project" means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or

plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;

(cxvi) "residential building" means a building in which sleeping accommodation is provided for normal residential purpose with or without cooking or dining or both facilities and includes one or two or multi-family dwelling dormitories, apartment houses, flats and hostels;

(cxvii) "Resident's Welfare Association" or "RWA" means an association, formed under the Societies Registration Act, 1860 or under Odisha Apartment Ownership Act, 1982 or any other provision of law prescribed in this regard, of the group of residents of a particular defined locality which may include Housing Projects, residential township or any such inhabited areas, for representation of its residents and for improvement and maintenance or up-keep of infrastructure of such locality or residential areas;

(cxviii) "road" means any access, that it is to say, highway, street, lane, pathway, alley, or bridge, whether a thoroughfare or not, over which the public have right of passage or access or have passed and had access uninterruptedly for a specified period and includes all bunds, channels, ditches, storm water drains, culverts, side tracks, traffic islands, road side trees and hedges, retaining walls, fences barriers and railings within the road line;

(cxix) "road width" or "width of road or street" or "Right of Way of road or street" means the whole extent of space within the boundaries of a road when applied to a new road or street as laid down in the city survey or development plan or prescribed road lines by any act of law and measured at right angles to the course or intended course of direction of such road;

(cxx) "room height" means the vertical distance measured from the finished floor level to the finished ceiling;

(cxxi) "Row Housing" means a row of contiguous houses with only front and rear open spaces;

(cxxii) "section" means section of the Act;

(cxxiii) "semi-detached building" means building detached on three sides (front, rear and side) with open spaces as specified under these rules;

(cxxiv) "service area" means such non-habitable spaces required for accommodating service equipment and machinery related to building services such as electrical and allied installations, air-conditioning, heating and mechanical ventilation, plumbing services, sewerage treatment plant, solid waste management facilities, utility and ventilation shafts /ducts and any other such utilities and services.

(cxxv) "service floor" means a storey of maximum 2.40 mtrs. height below the beam between any two storeys above ground floor to be allowed in case of more than four storied buildings for running electrical cables, water or sewerage lines, service ducts or AC ducts and services and their maintenance only;

(cxxvi) "service lane" means a lane provided at rear or side of a plot for service purposes;

(cxxvii) "service road" means a road or lane provided at the front, rear or side of a plot

for service purpose;

(cxxviii) "set back" means the distance between the plinth lines of the building and the boundary of the plot;

(cxxix) "settlement" means a human settlement, whether urban or rural in character which includes inhabited villages, towns, townships, cities and the notified areas which is under the jurisdiction of the Authority;

(cxxx) "side depth" means horizontal distance between the front and rear side boundaries;

(cxxxi) "site" means a parcel or piece of land enclosed by definite boundaries;

(cxxxii) "site with double frontage" means a site having frontage on two streets other than corner plot;

(cxxxiii) "site layout" means carving out a final plot from a parcel of land, comprising of one or more than one revenue plots into a buildable site with a provision for streets giving adequate access to the proposed site, other boundary plots and roads and drains as per development plan leaving a common plot for common utilities and other public infrastructure development.

(cxxxiv) "smoke stop door" means a door for preventing or checking the spread of smoke from one area to another;

(cxxxv) "special building" means all buildings like assembly, industrial, buildings used for wholesale establishments, hotels, hostels, hazardous, mixed occupancies with any of the aforesaid occupancies and centrally air conditioned buildings having total built up area exceeding 500 square meters;

(cxxxvi) "spiral staircase" means a staircase forming continuous winding curve round a central point or axis provided in an open space having tread without risers;

(cxxxvii) "standard building plan" means a residential building plan of low risk building category, prepared and approved by the authority for such standard-size residential plots which is part of the layout approved by the Authority under section 16 of the Act or developed and allotted by the Government or Statutory Bodies or is a final plot in town planning schemes or development schemes:

Explanation.— standard-size residential plots in the context of standard building plan shall mean a plot of such dimensions /size, abutting such road width and located in such areas/villages/zones, as may be specified in the standard building plans;

(cxxxviii) "stilt floor" means a floor supported by pillars with all four sides open to be used for parking, switch room, generator room, society room and information room with minimum height of 2.4 meter;

(cxxxix) "storage building" means to a building or part of building used primarily for the storage or sheltering of goods, storehouses, hangers, terminal depot, grain elevators, barn or stables;

(cxl) "storage space" means a space where goods of non-hazardous nature are stored and includes cold storage and banking safe vaults;

(cxli) "store room" means a room used as storage;

(cxlii) "storey" means the space between the surface of any floor and the surface of the floor next above it, or if there be no floor above it then the space between any floor and the ceiling next above it, but shall not include a mezzanine floor;

(cxliii) "Sub-divisional layout" means division of a plot or parcel of land, with or without amalgamation of revenue plots, into two or more final plots after providing for streets, roads and drains as per development plan, right of way for utilities, common plot, open space etc. as per norms specified;

(cxliv) "Supervisor" means a person having Diploma in Architectural Assistantship or Diploma in Civil Engineering or equivalent qualification;

(cxlv) "tenements" means room or rooms in the occupation of , or meant for the occupation of one tenement;

(cxlvi) "Through Block Linkage" means a non-motorised, open-to-sky public path or walkway within the block (i.e., land parcel, defined by public streets on all sides) to provide shorter access to pedestrians and Non-Motorised Transport (NMT) and to improve walkability;

(cxlvii) "to abut" means to abut on a road so that any portion of the building is on the road boundary;

(cxlviii) "transit priority corridors" means major public streets which will be prioritized by public agencies for providing public transport systems including mass transit systems;

(cxlix) "unauthorized construction" means the erection or re-erection, addition or alternation which is not approved or sanctioned by the Authority;

(cl) "Underground or Overhead Tank" means an underground or overhead water tank, constructed or placed, to store water;

(cli) "unsafe building" means buildings which are structurally and constructionally unsafe or in-sanitary or do not provide adequate means of egress or which constitute fire hazard or are otherwise dangerous to human life or property or which, in relation to existing use, constitute a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or abandonment;

(clii) "ventilation" means the supply of outside air into a building through window or other openings due to wind outside and convection effects arising from temperature or vapour pressure differences (or both) between inside and outside of the building;

(cliii) "verandah" means space with at least one side open to the outside with the exception of one-meter parapet on the upper floors to be provided on the open side;

(cliv) "water closet (W.C.)" means a privy with arrangement for flushing the pan with water but does not include a bath room;

(clv) "watercourse" means a natural channel or an artificial channel formed by draining or diversion of a natural channel meant for carrying storm and wastewater;

(clvi) "Window" means an opening to the outside other than a door, which provides all or part of the required light or ventilation, or both to an interior space;

(2)Words and expressions used in these rules, but not defined, shall have the same meaning as respectively assigned to them in the Act and any other rules made thereunder or in the National Building Code of India, as amended from time to time.

CHAPTER –II.

ADMINISTRATION

3.Applicability of rules.— Subject to the provisions of the Act, these rules shall apply to —

(a) all development, redevelopment, erection and or re-erection of a building as well as to the design, construction of, or reconstruction and additions and alterations to a building.

(b) all parts of the building whether removed or not , and in case of removal of whole or any part of the building;

(c) the remaining part of the building after demolition and work involved in demolition in case of demolition of whole or any part of a building;

(d) all parts of the building affected by the change in occupancy of a building; and

(e) use of any land or building where sub-division of land is undertaken or use of land or building is changed.

4.Applicability to existing buildings.— (1) The construction of any building in respect of which permission has been issued before coming into force of these rules shall, continue to be validly made and the said permission shall be deemed to have been issued under the corresponding provisions of these rules.

(2)Where any building has been constructed without an approved plan, the provisions of these rules shall be insisted upon.

(3)Where any building has been constructed with deviation of an approved plan, the provisions of these rules shall be insisted upon, except for the provisions relating to the norms of compounding where benefit of compounding under earlier regulations of the concerned Development Authority under which approval was given would have been extended:

Provided that where the benefit of compounding is allowed, the charges for such compounding shall be as per regulations in operation.

5.Application for Building Plan Approval.— (1) Any person who intends to erect, re-erect or make additions or alterations in any building or demolish any building or change of use of any building shall apply to the Authority in Form-I, as appended to the Odisha Development Authorities (Common Application Form) Rules, 2016, either online or in such other manner and as per such standard operating procedure as may be notified by the Competent Authority, from time to time.

(2)The application shall be accompanied with four copies of following documents and particulars duly signed by the persons who have prepared them and the owner or the applicant, namely:**—**

(i) a key plan drawn to a scale of not less than 1:10,000 with minimum dimension of the key plan which shall not be less than 75 mm showing—

(a) the boundary and location of the site,

(b) means of access,

(c) neighborhood landmarks,

(d) existing electrical LT/HT/EHT line affecting the site, if any;

(ii) the site plan on a scale of 1:100 for plots up to 500 square meters in size and on a scale of 1:500 for plots above 500 square meters in size and the boundaries of the site and of any contiguous land indicating—

(a) the position of the site in relation to neighboring streets,

(b) the name of the streets(s) in which the building is proposed to be situated, if any,

(c) all existing buildings standing on, over or under the site including service lines,

(d) the position of the building and of all other buildings, if any, which the applicant intends to erect upon his contiguous land referred to in sub-clause (a) in relation to,—

1) the boundaries of the site and in case, where the site has been partitioned, the boundaries of the portion owned by the applicant and also of the portions owned by others,

2) all adjacent streets, buildings (with number of storey and height) and premises within a distance of 12 meters of the site and of the contiguous land, if any, referred to in sub-clause (a), and

3) if there is no street within a distance of 12 meters of the site, the nearest existing street;

(e) the means of access from the street to the building and to all other buildings, if any, which the applicant intends to erect upon his contiguous land referred to in sub-clause (a);

(f) the space to be left about the building to secure free circulation of air, admission of light and access for scavenging purposes,

(g) the width of the street, if any, in front of the street, if any, at the side or rear or near the buildings,

(h) the direction of north point relative to the plan of the building,

(i) any physical features, such as well, drains, etc.,

(j) parking plans indicating the parking spaces, wherever required,

(k) Such other particulars as may be specified by the Authority;

(iii) the plans of the buildings and elevations and sections accompanying the application shall be drawn to a scale of 1:50 for plots measuring up to 225 square meters, for plots measuring above 225 square meters to a scale of 1:100 and for plots measuring 2,000 square meters and above to a scale of 1:200 with details on a scale of 1:100 and shall,—

(a) include floor plans of all floors together with the covered area clearly indicating the size and spacing of all framing members and sizes of rooms and the position of staircases, ramps and lift wells,

(b) show the use or occupancy of all parts of the buildings,

(c) show exact location of essential services, for example, WC, sink, bath and the like,

(d) show all elevations,

(e) include at least one section through the staircase;

(f) include the structural arrangements with appropriate sections showing type and arrangements of footings, foundations, basement walls, structural load bearing walls, columns and beams, shear walls, arrangement and spacing of framing members, floor slabs and roof slabs with the material used for the same;

(g) show all street elevations,

(h) give dimension of the projected portions beyond the permissible building line,

(i) include terrace plan indicating the drainage and slope of the roof,

(j) give indications of the north point relative to the plan,

(k) details of parking spaces provided,

(l) statement and calculation sheets with regard to the plot area, floor wise details of spaces under various categories like apartments or office spaces, lobby circulation, staircase, lift, mezzanine, balconies and details of such area which are to be exempted from calculation of floor area ratio, and

(m)such other particulars as may be required to explain the proposal clearly and as specified by the Competent Authority and which may also include prescription of guidelines for color coding of areas to be used for various uses, utilities etc.;

(iv) in case of high-rise building and special buildings, the following additional information shall be furnished and indicated in the building plan in addition to the items given in clause (iii), as applicable, namely:—

(a) access to fire appliances and vehicles with details of vehicular turning circle and clear motorable access way around the buildings;

(b) size(width) of main and alternative staircases along with balcony approach, corridor, ventilated lobby approach;

(c) location and details of lift enclosures;

(d) location and size of fire lift;

(e) smoke stop lobby/door, where provided ;

(f) refuse chutes and/or refuse chamber (optional), service duct, etc;

(g) vehicular parking space;

(h) refuse area, if any;

(i) details of building services- Air-conditioning system with position of fire dampers, mechanical ventilation system, electrical services, boilers, gas pipes, etc.;

(j) detail of exits including provision of ramps, etc., for hospitals and special risk buildings/uses ;

(k) location of generator, transformer and switch gear room;

(l) smoke exhauster system, if any;

(m)details of fire alarm system network;

(n) location of centralized control, connecting all fire alarm systems built-in–fire protection arrangements and public address system, etc;

(o) location and dimension of static water storage tank and pump room along with fire service inlets for mobile pump and water storage tank;

(p) location and details of fixed fire protection installations, such as sprinklers, wet risers, hose-reels, drenchers, etc.;

(q) location and details of first-aid fire-fighting equipments/ installations;

(r) longitudinal cross section of the building including size of footings, basement and super structure framing members and details of building and room heights and of staircase;

(s) location of site for sanitation. (refer to Annexure-I); and

(t) segregated sanitation for visitors. (refer to Annexure-II);

(v) the building services plan, which shall include all details of building and plumbing services and also plans, elevations and sections of private water supply, sewage disposal system and rain water harvesting system and this plan shall be made available to a scale not less than 1:100;

(vi) the electrical layout plan on a scale not less than 1:100 for all buildings for which fire safety certificate is required under the provisions of Odisha Fire Prevention and Fire Safety Rules, 2017, as amended, from time to time;

(vii) the landscape plan, which is to be developed to a scale of 1:100 for plots up to 500 square meters in size and the scale shall be 1:500 for plots above 500 square meters indicating the circulation and parking spaces, pathways, greenery and plantation etc.;

(viii) the waste management plan for the projects over an area of Ac.1.000 and all proposed institutional buildings and other such bulk generator of solid waste shall include Solid Waste Disposal and Management Plan as per the Solid Waste Management Rules, 2016 and such plan shall also give such other details as required by the Competent Authority;

(ix) the External Infrastructure Development Plan (EIDP) which shall include provisions of External infrastructure such as roads, road system landscaping, Water supply, sewage and drainage system, electric supply transformer, substations, solid waste management or disposal or any other work which may have to be executed in the periphery of or outside a project for its benefit and such infrastructure works shall be maintained as per norms prescribed by Competent Authority:

Provided that, the competent technical agency may recommend and issue NOC for allowing zero-discharge of storm water, waste water and sewage within the site, in cases, where sufficient means of discharge from the site is not possible and zero-discharge is feasible within the site:

Provided further that, where zero discharge is allowed by the competent technical agency, the project shall permanently install a public display board clearly visible to the public with board size not less than 3 meter × 3 meter and minimum text height not less than 20 mm and shall be located adjacent to the main entry gate specifying that the storm water or waste water or sewage, as the case maybe is contained and managed within the premises complying to safe discharge standards and NOC has been granted by the competent technical agency for zero discharge of aforementioned liquid waste, within the site:

Note.— Occupancy certificate shall be issued, only after such external infrastructure or zero-discharge facilities and fixtures, as the case maybe, are laid down as per specifications of EIDP and for areas outside Urban Local Bodies, EIDP shall be checked and approved by Engineer Member of the Authority;

(x) specifications, both general and detailed, giving type and grade of materials to be used, duly signed by the registered architect, engineer, structural engineer and other registered technical persons, as may be applicable shall accompany with the application; and

(xi) for building plan application over a sub-divided plot of an approved layout, the copy of the approved layout plan and permission letter shall be submitted clearly showing the proposed subdivided plot in red (fill) hatch;

(3)The following documents, certificates or clearances shall be accompanied with the application submitted under sub-rule (2), namely:—

(i) in case the applicant is a trust, group of persons or partnership or a company, a registered agreement or registered general power of attorney (GPA) between the holder of the right, title and interest and the applicant, valid under the Transfer of Properties Act, 1882 (4 of 1882) and Copies of the Agreement and Article of Association, Memorandum and the Bye- laws;

(ii) No Objection Certificate from the Odisha State Housing Board, Development Authority, for the additional constructions, in case the house is delivered by the Board or the Authority and sale or lease deed has not been executed;

(iii) necessary environmental clearance as per the EIA notification of the Ministry of Environment, Forest and Climate Change, Government of India.);

(iv) necessary NOC from competent authority, where the land is located within Eco-Sensitive Zone notified by Ministry of Environment, Forest and Climate Change, Government of India.

(v) necessary fire safety recommendation as required under the provisions of Odisha Fire Prevention and Fire Safety Rules, 2017, as amended, from time to time. (Refer Annexure-III for standards of fire protection and fire safety requirements);

(vi) No Objection Certificate from Airports Authority of India, as per the Colour Coded Zoning Map (CCZM) of Airports Authority of India, wherever applicable;

(vii) in case of Apartments, special buildings on plot area of 500 Square meter or above, buildings of height between 15 meter and 30 meter; the structural plan and the structural design vetted and certified by the Civil Engineering Department of any Government engineering college located in Odisha and in case of building more than 30 meters height, the Structural plan and the structural design vetted and certified by any State Resource Centre identified by the Odisha State Disaster Management Authority or Indian Institute of Technology or National Institute of Technology or any other institute of Government of India having structural engineering specialisation; and

(viii) any other certificates or clearances as required under the Act or rules framed thereunder or as specified by the Competent Authority:

Note.— The requirement of submission of any No Objection Certificate along with application may be waived off by the Competent Authority as and when online system for building plan approvals becomes fully operational and as and when online system gets fully integrated with various Public Agencies for online issuance of No Objection Certificates.

(4) The distinct features required to be shown on the plan shall be prepared in a clear and legible manner with suitable markings or notations or indexation in order to understand the submitted drawings without ambiguity:

Provided that, in case of online building plan application submission, the drawings are to be prepared in compliance to the provisions specified in the online approval system.

(5)The Competent Authority may prescribe guidelines, from time to time, to standardize and to bring clarity in building plans which may include but not limited to colour code scheme for building features, colour code scheme for amenities and utilities proposed in the project, format for area analysis etc.

(6) For Low-Risk Building category, the requirement for submission of documents and particulars specified under sub-rule (2) and (3) shall be, as per the provisions specified in Table No.1 below.

Table No. 1: Requirement for submission of documents and particulars under sub-rule (2) and (3) of rule 5 for Low Risk Buildings

Sl. No.	Compliances required under sub-rule (2) and (3) of rule 5	
(a)	(b)	(c)
1	Clause (ii), (iii), (v), (vii), (xi) of Sub-Rule (2) of Rule 5	Site Plan on a scale of 1:100
		Building Plan, all Elevations and atleast one Section through staircase, drawn to a scale of 1:50 for plots measuring up to 225 square meters, and 1:100 for plots measuring above 225 square meters.
		Building Services Plan on a scale not less than 1:100 to be shown in the site plan
		Landscape Plan on a scale of 1:100 to be shown in the site plan
		Copy of approved Layout Plan and approval letter
2	Clause (i), (ii), (iv), (vi), (viii) of Sub-Rule (3) of Rule 5	Registered agreement between the holder of the right, title and interest and the applicant, if applicable
		NOC from OSHB or Development Authority, if applicable
		NOC from competent Authority, where the land is located within Eco-Sensitive Zone notified by Ministry of Environment, Forest and Climate Change, Government of India.
		NOC from AAI as per Colour Coded Zoning Map (CCZM) of AAI, if applicable
		NOC from ASI /State Archaeology or any other site specific clearance, if applicable

6.Standard Building Plans.— (1) The Authority, may prepare and notify standard building plans of low risk building category for different standard-size residential plots and specify the areas or villages where such plans shall be applicable:

Provided that such standard building plan shall only be applicable, if the plot over which the construction of the building is proposed to be undertaken is a standard-size residential plot and the same is a part of the layout approved by the Authority under section 16 of the Act or developed and allotted by the Government or Statutory Bodies or is a final plot in town planning schemes or development schemes.

(2)Subject to the restrictions under sub-rule (3), prior approval shall not be required for undertaking construction of buildings as per the standard building plan, if the same is

complying to the terms and conditions prescribed below.—

(i) Where standard building plans are notified by the authority, the plot owner of a standard-size residential plot shall identify and select any of such standard building plan applicable to the said plot;

(ii) It shall be the duty and responsibility of the plot owner to duly verify and ensure that the plot over which the construction of the building is proposed to be undertaken is satisfying the conditions specified at sub-rule (1) and (3);

(iii) The plot owner shall submit an undertaking for intimation of commencement of construction to the Planning Member in Form-VI (A), at the office of the Authority or urban local body having appropriate jurisdiction, along with enclosures as specified in Form-VI (A) and fee for building operation as prescribed under rule 20 of Odisha Development Authorities (Common Application Form) Rules, 2016, sanction fees and other applicable fees or cess, as may be applicable:

Provided that, where online building plan approval system is operational for standard building plans, the entire procedure prescribed in this rule shall be completed in online system or as notified by the authority, from time to time;

(iv) After submission of the undertaking and applicable fees, either in online or offline mode, as may be applicable, the plot owner can start the construction immediately as per the selected standard building plan;

(v) The construction shall be completed within a period of three years and if the construction is not completed within the stipulated period, the applicant shall submit revalidation fees equal to one half of the fee as applicable for building operations under rule 20 of Odisha Development Authorities (Common Application Form) Rules, 2016;

(vi) The plot owner shall indemnify the authority or urban local body having appropriate jurisdiction from structural safety and any other damages caused by building operations or development of the plot;

(vii) After completion of the construction, the plot owner shall intimate the Authority or urban local body having appropriate jurisdiction in Form-VI (B), either in online or offline mode, as the case maybe, that the construction is complete as per the standard building plan;

(viii) After 15 days from the date of submission of the intimation of construction completion in Form-VI (B), the plot owner can start occupancy of the building or floor or portion of the building, in compliance of the provisions prescribed;

(ix) Where the provisions of the standard building plan is violated during the construction period, the applicant shall make an application to the competent authority for regularisation of the unauthorised or deviated constructions through compounding before occupancy of the building and the application for regularisation shall be treated similar to compounding of approved building plans:

Provided that, in such cases, the application procedure shall be as per the general provisions prescribed under these rules for low risk buildings;

(x) The authority or urban local body having appropriate jurisdiction may undertake verification of the buildings constructed under the provisions of this sub-rule, at any time after the intimation in Form VI (A) or VI (B); and

(xi) In case, the authority or urban local body having appropriate jurisdiction at any time identify unauthorised construction or violation of the standard building plan or violation of any of the provisions prescribed in this rule, then such construction shall be deemed as unauthorised construction and such plot owner shall be liable for action under the provisions of Odisha Development Authorities Act, 1982 and rules and regulations framed thereunder and the decision of the competent authority shall be final;

(3)The exemption from the condition of prior approval for standard building plan shall not be applicable in following cases.—

(i) If the means of access along with storm-water drains have not been laid down as per the approved layout plan.

(i) Any building which requires No Objection Certificate from a Public Agency notified under the provisions of ODA (CAF) Rules, 2016.

(ii) plot which is coming within protected, prohibited or regulated zone of the protected monuments, archaeological sites and remains notified by ASI or State Archaeology;

(iii) plot for which No Objection Certificate from Airports Authority of India, is required as per the Colour Coded Zoning Map (CCZM) of Airports Authority of India;

(iv) plot located within Eco-Sensitive zones notified by Ministry of Environment, Forest and Climate Change, Government of India;

(v) Plot located within Coastal Regulation Zone as per notification vide no. G.S.R. 37(E) dated 18th January, 2019 and its amendments and replacement from time to time;

(vi) plot located within such land use zones where approval of DP&BP committee is required;

(vii) areas where restriction on applicability of standard building plan is specified in the development plans or regulations prepared under the provisions of Odisha Development Authorities Act, 1982 and rules framed thereunder;

(viii) any other areas, as may be notified by the authority, from time to time;

(ix) the plot over which the construction of the building is proposed to be undertaken is not in compliance with the provisions prescribed under rule 28;

(4)A register in Form VI (C) shall be maintained containing the necessary particulars for all constructions undertaken under sub-rule (2).

(5)The authority may also prepare and notify standard building plans exclusively for particular areas where specific regulations have been prescribed under the provisions of Odisha Development Authorities Act, 1982 or rules framed thereunder, in respect of urban design and built-form, heritage zone or regulations framed under the provisions of rule 98 or

any such provisions prescribed in the development plans and prescribe the application procedure along with terms and conditions of approval for such standard building plans.

(6)Where exemption from the condition of prior approval is not applicable, the authority may prescribe the application procedure along with terms and conditions of approval of standard building plans.

7.Signing the Plans.— (1) All the plans, drawings, statements, design details before submitting to the Authority shall be signed by the applicant, architect /project management organisation and the registered technical person, as the case may be.

Note.—

(a) The project management organisation or the registered technical person shall furnish a certificate to the effect that he shall supervise the construction of the building including the structural part of the construction and shall be responsible for any deviation from the approved plan and any structural failure except caused by unprecedented natural calamities and except if the applicant or project management organisation or registered technical person intimates that their agreement has been terminated.

(b) All aspects related to structural design, building surface, plumbing, electrical installation, sanitary arrangements, fire protection shall adhere to the specification, standards and code of practice recommended in the National Building Code of India and any breach thereof shall be deemed to be a breach of the requirements under these rules.

(2)When it comes to the notice of any member or officer of the Authority or any other person that a plan signed by registered technical person or project management organisation referred to in sub-rule (1) is in violation of the norms of this rule he shall bring this to the notice of the Competent Authority.

(3)The Competent Authority shall issue a notice to show cause within fifteen days from the date of issue of such notice, as to why such registered technical person or project management organisation shall not be disqualified or black listed and after receipt of the explanation to the show cause, if any, the matter shall be placed before the Competent Authority for a decision on such disqualification or black listing.

(4)The decision of the Competent Authority on such disqualification or black listing, as the case maybe shall be published in the Notice Board of the Authority and in the Website of the Authority for information of all concerned.

(5)An appeal against an order passed under sub-rule (3) shall lie to the State Government under section 18.

(6)In case of standard building plans notified by the authority, no signature shall be required on the body of such plan but all other forms and documents required to be submitted shall be signed or attested by the applicant before submission.

8.Fees and Deposits.— (1) Every application for permission for building operation or development shall be accompanied by such fee as prescribed in rules 20 and 24 of the Odisha Development Authorities (Common Application Form) Rules, 2016.

(2)In addition to the fees given in sub-rule (1), the applicant shall also pay the following fees at such rates and in such manner as decided by the Authority, from time to time, namely:—

(i) City Infrastructure Impact Fees;

(ii) Fees for temporary retention of existing building or structure;

(iii) Fees for change of use of land from agricultural to non-agricultural purpose;

(iv) Fees for change of use of building;

(v) Development Charges as may be notified by the State Government, from time to time;

(vi) Charges for Purchasable Floor Area Ratio (FAR).— Charges for Purchasable FAR for 1 Square meter of built-up area shall be equivalent to 1/4th of the benchmark value of 1 Square meter of land area.

Note.— where the project is having multiple plots with multiple benchmark values, the benchmark value shall be taken as the weighted average of benchmark value of all plots;

(vii) External Infrastructure Development Fee as notified by the Authority from time to time;

(viii) any other charges as may be determined by the Authority.

(3)The payment of fees and charges may be done electronically or by any other means as may be decided by the Competent Authority, from time to time.

(4)The applicant shall have the option to deposit purchasable FAR and External Infrastructure Development fee, in four equal instalments as given below.—

(i) First instalment: before issue of permission letter;

(ii) Second instalment: at the time of submission of Third Party verification report at plinth level;

(iii) Third instalment: at the time of submission of Third Party verification report after casting of ground floor roof;

(iv) Fourth instalment: at the time of submission of application for occupancy certificate;

9.Security deposit.— (1) The applicant shall deposit a refundable non-earning security deposit at the rate of one hundred rupees per square meter of built-up area or any such amount as revised, from time to time, by the Authority, which shall be applicable for the following categories of buildings, if such projects are not required to be registered under the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), namely:—

(i) Apartment buildings or Housing Projects; and

(ii) all commercial and institutional buildings having 200 square meters built-up area or more

(2)In case of sub-divisional layouts, if such projects are not required to be registered under The Real Estate (Regulation and Development) Act, 2016, the applicant shall deposit a refundable non-earning security deposit at the rate of one hundred rupees per square meter of plot area for development of land for a plotted development scheme or any such amount as revised, from time to time, by Authority.

(3)The applicant shall have the option of paying security deposit in the form of Bank Guarantee which shall be valid for a period of at least forty months from the date of approval.

(4)The security deposits shall be refunded within 30 days from the date of issue of occupancy certificate:

(5)In case of sub-divisional layouts, the security deposit shall be refunded after compliance of the following conditions:—

(i) the streets, storm-water drains, are laid down as per approved plan;

(ii) the plots, open spaces, common plots and other provisions of the approved layout has been defined on ground by physical means; and

(iii) the areas covered under roads, open spaces and public utilities are developed and made available to the concerned local body by way of deed of gift;

(iv) the land which is affected by roads and storm water drains proposed in development plan or is required for widening of roads or for providing access to the adjacent land locked plots and land required for development of public thoroughfare are surrendered to the concerned Authority by way of deed of gift; and

(v) rain water harvesting provision for open spaces and plantation requirement have been provided.

(6)In cases where the construction or development is not as per the approved plan, the security deposit shall be forfeited and separate action will be initiated against the builder or developer as per the provisions of the Act.

(7)In cases where deviation is found to be within the compounding limits, compounding fee to be adjusted from the security deposit.

(8)For building of Government's departments and statutory bodies established under the provisions of any Act, no such security deposit shall be levied during grant of permission but such exemptions shall not be available to such buildings which are constructed as commercial projects.

(9)In case of projects being taken up by the Authority on PPP basis, no such security deposit shall be levied, if any performance security or otherwise of equal amount or higher than the amount required for security deposit under sub-rule (1) or (2) is already pledged in favour of the Authority:

Provided that where the performance security already pledged in favour of the Authority is less than the amount required for security deposit under sub-rule (1) or (2), the applicant shall deposit the differential amount towards security deposit:

Provided also that any deduction or charge which can be made under these rules on the security deposit, shall be deemed to be made on such performance security.

10.Permission.— (1) No permission shall be required for the works exempted under section 15.

(2)No permission shall be required for the following alterations, which do not otherwise violate any provisions regarding general building requirements, structural stability and fire and health safety requirements of these rules or National Building Code of India:

(i) Opening and closing of a window or door or ventilator;

(ii) Providing intercommunication doors;

(iii) Providing partitions;

(iv) Providing false ceiling;

(v) Gardening;

(vi) White washing;

(vii) Painting;

(viii) Re-tiling and re-roofing;

(ix) Plastering and patch work;

(x) Re-flooring; and

(xi) Construction of sunshades on one's own land.

(3)All clarifications with respect to deficiency in the plan, documents shall be sought for from the applicant within 30 days after receipt of application:

(4)Once the plan has been scrutinized and objections have been pointed out and intimated to the applicant, the applicant shall modify the plan to comply with the objections raised and re-submit it for further scrutiny and the Authority shall pass orders as per rules and regulations.

(5)The Authority shall communicate either approval in Form-II or refusal in Form-III appended to the Odisha Development Authorities (Common Application Form) Rules, 2016.

(6)If the Authority does not communicate its decision either granting or refusing permission to the applicant within 60 days from the date of receipt of the application by the Authority, the applicant shall draw the attention of the Vice-Chairman of the Authority with regard to his application, in Form-I and the Planning-Member shall within fifteen days from

the date of receipt of notice in Form-I, place the details of the case before the Vice-Chairman.

(7)If, within a further period of one month from the date of receipt of the application drawing such attention as mentioned in sub-rule (6), the Authority does not communicate its decision, such permission shall be deemed to have been granted to the applicant on the date following the date of expiry of the three months period.

(8)In case of low risk buildings, rule 4 of the Odisha Development Authorities (Common Application Form) Rules, 2016 shall be followed.

(9) The Authority may make appropriate regulations, not inconsistent with the provisions of these Rules, for the purpose of exisiting buildings which may require house-lifting operation.

11.Maintenance of Register.— A register in Form-II containing the necessary particulars including information as to the manner in which applications for permission have been dealt with by the Authority shall be maintained and the same shall also be maintained in case of online approval system.

12.Information at the site of construction.— (1) Whenever tests of any material are made to ensure conformity of the requirements of these rules, records of the tests data shall be kept available for inspection during the construction of building and for such period thereafter as required by the Authority.

(2)The persons to whom a permit is issued during construction shall keep pasted in a conspicuous place on the property in respect of which the permit was issued, the followings —

(i) a copy of the building permit; and

(ii) a copy of approved drawings and specifications

(3) A copy of the Construction and Demolition Waste management Plan shall be also kept at the site for verification by the Competent Authority.

13.Construction and layout not according to plan.— (1) If the Authority finds at any stage that the construction or land development is not being carried on according to the approved plan or is in violation of any of the provisions of these rules, it shall cause notice to the owner disallowing further construction until necessary corrections in the plan are made and the corrected plan is approved.

(2)If the owner fails to comply with the requirements at any stage of construction, the Authority may cancel the building or layout permission issued and shall cause notice of such cancellation to be pasted upon the said construction or place a notice on the site, as the case maybe.

(3)If the owner is not traceable at the address given in the notice, pasting of such notice near the entry gate of the property shall be considered as sufficient notification of cancellation to the owner thereof and no further work shall be undertaken until a valid building permission is issued thereafter.

(4)The notification under sub-rule (3) shall also be published in one widely circulated

newspaper as public notice.

(5)The Authority may also be at liberty to forfeit whole or part of the security deposit obtained from the applicant during sanction of the plan.

(6)An appeal against an order passed under this rule shall lie to the State Government under section 18.

(7)The Authority shall also bring all such cases to notice of Odisha Real Estate Regulatory Authority established under the Real Estate (Regulation and Development) Act, 2016.

14. Stage-wise report by the Project Management Organisation.— (1) The applicant shall ensure that the Project Management Organisation engaged by him shall take up site and field verification and submit report in Form-XVI as appended to the Odisha Development Authorities (Common Application Form) Rules, 2016 to the Authority at the stage of foundation level, plinth level and roof casting for each floor of the building which has been permitted by the Authority.

(2)In case, submission of aforesaid stage wise report is not ensured by the applicant at the appropriate construction stage, a fine at the rate of twenty five rupees per day for non-submission of stage wise report for the first time and the fine shall be imposed at the rate of one hundred rupees per day if construction for subsequent stages have also been undertaken without submitting the respective stage wise report after such first instance of non-submission.

15. Third Party Verification at Plinth Level and Ground Floor Roof Level.— (1) In apartments, housing projects, high rise buildings and special buildings, the applicant shall engage an accredited person who has been listed by the Authority for third party verification of the building, for verification and submission of report at plinth level stage and ground floor roof level stage:

Provided that, the Accredited person engaged for Third Party Verification shall not be involved as a Project Management Organisation or Technical Person in the same project and no Accredited Person shall be engaged twice for verification of subsequent construction stage verification.

(2) The applicant shall pay the fees to the engaged Accredited Person for Third Party Verification at the rate prescribed in the Table No. 2 below.

Table No.2: Fee for third party verification

Sl No.	Built-up Area per floor	Third Party Verification Fee
(a)	(b)	(c)
1	Upto 500 Sq. m	Not exceeding 5 Rupees per Sq.m
2	Above 500 Sq.m	Not exceeding 10 Rupees per Sq.m

(3)Upon detection of unauthorised construction in the third party verification report, the applicant shall be imposed a fine as given in the Table No. 3 below.

Table No.3: Penalty on detection of unauthorised construction in the third party verification report		
Sl. no.	Stages of Third Party Verification	Penalty amount and condition for imposition of such Penalty
(a)	(b)	(c)
1	Plinth Level	A penalty at the rate of 100 Rupees per day shall be imposed on detection of deviation at the time of Stage-I verification; and the duration shall be decided from the date of approval.
2	After casting of ground floor roof	A penalty at the rate of 500 Rupees per day shall be imposed, in case, deviation has been detected at Ground Floor Roof Level stage verification; and the duration shall be decided from the date of last third party verification.

16.Completion of construction.— (1) The Authority shall permit an Accredited Person to approve building plans and to certify completion of building and issue occupancy certificate for all such buildings which are categorised as low-risk buildings and the responsibility of compliance with respect to provisions of these rules shall rest with the concerned Accredited Person approving the low-risk buildings as provided in the Odisha Development Authorities (Common Application Form) Rules, 2016 and two copies of the building plan along with prescribed fees as applicable is also required to be submitted to the Authority within thirty days of according such approval.

(2)In case of buildings other than low risk buildings, a completion certificate shall be issued as prescribed in the Odisha Development Authorities (Common Application Form) Rules, 2016 and the same may be submitted by owner to the Authority along with an application for issue of occupancy certificate in Form IV of the Odisha Development Authorities (Common Application Form) Rules, 2016, accompanied by the following documents, namely:—

(i) three copies of completed building plans;

(ii) a fee of one thousand rupees;

(iii) Documents like Record of Rights relating to ownership, Copy of approved plan and permission letter and Structural safety certificate as issued under the Odisha Development Authorities (Common Application Form) Rules, 2016.

(3)The deviations, if any, shall also be brought to the notice of the Authority with relevant documents.

Note.— In case of low risk buildings where permission have been given by the accredited person the completion certificate shall also be given by the accredited person and in case of buildings other than low risk building, the completion certificate shall be given by the Project Management Organisation as per provisions of the Odisha Development Authorities (Common Application Form) Rules, 2016.

17.Liability for Defective Construction.— (1) In case of defective constructions, the Authority shall not be liable for such constructions and the Authority shall sue the owners, builders, Architects or the Engineers, as the case maybe, for both civil and criminal

liabilities, besides taking action under the Odisha Development Authorities Act, 1982 and rules and regulations framed thereunder.

(2)Without prejudice to the provisions of the Act, the actions to be taken by the Authority shall include stop construction, cancellation of permission and removal of unauthorized constructions.

18.Certificate for occupancy.— (1) On the basis of intimation to Authority under sub-rule (2) of rule 16, the Authority shall grant the occupancy certificate as per the procedure prescribed under Chapter-III of Odisha Development Authorities (Common Application Form) Rules, 2016 and after all infrastructure for the utility services for the entire building are physically provided:

Provided that the Departments or line agencies dealing with electric power, water supply, drainage and sewerage shall not give regular connections to the building unless such Occupancy Certificate is produced.

Note.— Regular connection shall mean operationalization of the utility service provided at the site.

(2) In case, the provisions of the approved plan is violated during the construction period, the applicant shall make an application to the competent authority for regularisation of the unauthorised or deviated constructions through compounding, prior to applying for occupancy certificate:

Provided that the applicant may apply for change of use or occupancy within the purview of the Development Plan and Zoning Regulations, if so required, at the time of compounding of unauthorised constructions.

(3)The occupancy certificate shall also state the use or type of occupancy of the building:

(4)In all apartments, housing projects, commercial buildings, high-rise buildings, public and semi-public buildings and special buildings, a copy of the permission letter, occupancy certificate and approved drawing shall be displayed in a conspicuous place on the property after occupancy certificate is issued:

Provided that display of the approved plan shall not be mandatory in Government buildings, defence related buildings, buildings related to military, paramilitary, police, prison, jail, banks and any other building for which waiver is given by the Vice-Chairman, from security reason:

Provided further that, for consideration of aforesaid waiver, the applicant shall apply to the competent authority for approval of the same.

(5)After issuance of occupancy certificate, in case of high-rise buildings and other such special buildings which require fire safety certificate under the provisions of the Odisha Fire Services Act, 1993 and rules made thereunder, periodic inspection shall be carried out by the Fire Authority and officers of Development Authority to ensure that the fire protection and fire safety standards in the building are being maintained as per the requirements and if any short comings or deficiencies or violations are noticed during inspection, the Competent Authority may issue a show-cause notice to owner of such building and direct him for such compliances as may be required for compliance to norms within a time frame as specified in such notice.

(6)If such directions are not complied with, then Competent Authority may declare such building as unsafe for occupation and cancel the occupancy certificate by way of a written order.

(7)In case of occupied buildings, the Authority shall conduct periodic inspection of the premises and if during such inspection it is found that building constructions or structures have been altered beyond the approved plan or any condition specified in the approved plan is violated or any provisions which is required to be maintained or kept operational is not maintained or the use of the building has been changed, then Competent Authority may take steps for cancellation of occupancy certificate and in such cases provisions of sub-rule (5) and (6) shall apply, mutatis mutandis.

(8)Where any owner occupies the building before obtaining the occupancy certificate, the Competent Authority may issue a show-cause notice to owner of such building and direct him for such compliances as may be required for compliance to norms within a time frame as specified in such notice and if such directions are not complied with, then Competent Authority may declare such building as unsafe for occupation and such construction shall be treated as unauthorised development.

(9)In addition to the general provisions of occupancy, in case of high-rise buildings, apartments and housing projects or schemes, structural stability certificate from the Registered Technical Person or Project Management Organization shall be furnished after due certification by the appropriate agencies or institutions and in such cases, provision of clause (vii) of sub-rule (3) of rule 5 shall also apply, mutatis mutandis.

(10) Where the project is required to be registered under the Real Estate (Regulation and Development) Act, 2016 and proposed to be developed in phases, the Planning Member with approval of the Vice-Chairman shall issue occupancy certificate for such phase or phases for which the Developer has obtained registration certificate under the aforesaid Act:

Provided that for the said phase, the provisions prescribed under sub-rule (1) to (9) shall also be applicable mutatis mutandis.

(11)Where the project is not required to be registered under the Real Estate (Regulation and Development) Act, 2016 and the applicant after completion of a part of the building, applies for occupancy certificate, the Planning Member with approval of the Vice-Chairman shall issue occupancy certificate for such part:

Provided that for the said phase, the provisions prescribed under sub-rule (1) to (9) shall also be applicable mutatis mutandis.

19.Art commission.— (1) Where the building plan accompanying the application seeking permission, requires the clearance of the Art Commission, Odisha, constituted under section 88, the Authority shall grant the permission only after the clearance is given by the said Commission and in all other cases, Architectural Control shall be regulated according to the provisions of these rules.

(2)The Authority, on the recommendation of the Art Commission, may issue public notices, from time to time, prescribing the architectural norms in different zones.

20.Construction near protected monuments.— (1) No construction or re-construction of any building shall be permitted within a distance of 100 meters in all directions or such other distance as may be notified, from time to time, from the outer boundary of a protected monument.

Explanation: For the purpose of this rule, the protected monument shall mean any protected area or monuments declared as such under provision of relevant statute of Central or State Government.

(2)No construction or reconstruction shall be permitted beyond a distance of 100 meters and within a distance of 300 meters in all directions from the outer boundary of a Centrally protected monument:

Provided that for State protected monuments, no construction above 1st floor and above a height of 7 (seven) meters shall be allowed beyond a radius of 100 meters and within a radius of 300 meters of such monuments.

(3)Notwithstanding anything contained in the sub-rules (1) and (2), construction or re-construction or addition or alteration shall be allowed only on production of clearance certificate from the Authority concerned, as per the provisions of law.

(4)If a building or premises, not covered under the Ancient Monument Preservation Act, 1904, or the Ancient Monuments and Archaeological Sites and Remains Act, 1958 and in the opinion of the Authority, is of historical or architectural interest, and is in danger of being demolished or altered or likely to be affected in its character by a development, the Authority may prescribe restrictions for grant of permission for construction over any land situated within such distance as decided from the said building or premises and such restrictions may be imposed by Authority in consultation with Odisha State Archaeology.

(5)An appeal against the decision under sub-rule (4) shall lie to the State Government under section 18.

21.Construction near important buildings.— Subject to any direction of the State Government, no building shall be constructed exceeding of such height and within such radius from the boundary of such important building area and without the permission of such authority, as may be notified by the competent authority, from time to time:

Provided that in Bhubaneswar Development Authority area no building exceeding 10 meters height shall be permitted without clearance from Commissioner of Police within 200 meters radius from the boundary of the Governor's House, Odisha State Secretariat, Odisha Legislative Assembly, Residence of the Chief Minister.

22.Demolition of building.— (1) Before a building is demolished, the owner shall notify all utility agencies having service connections within the building, such as water, electricity, gas, sewer and other connections and a permit to demolish a building shall not be issued until a release is obtained from the utility Agency stating that their respective service connections and appurtenant equipment have been removed or sealed and plugged in a safe manner.

(2)The owner shall take all precautionary measures to avoid noise and dust pollution and shall not create any inconvenience to the neighbouring plot owners.

(3)The provisions of the Construction and Demolition Waste Management Rules, 2016 shall be complied by the owner.

(4)In case of semidetached building, no objection certificate from the neighbours shall be obtained.

23.Responsibility and duty of the applicant.— (1) Neither granting of the permit nor the approval of the drawing and specifications nor inspections made by the Authority during erection of the building shall, in any way, relieve the applicant from full responsibility for carrying out the work in accordance with the requirements of these rules and the National Building Code of India.

(2)Every applicant shall—

(i) permit the Authority to enter the building or premises, for which the permission has been granted at any reasonable time for purpose of enforcing the provisions of these rules;

(ii) obtain, where applicable, from the Competent Authority permissions or clearance required in connection with the proposed work;

(iii) ensure that the Project Management Organisation engaged by him takes up site and field verifications and submit report in Form-'XVI' appended to ODA (CAF) Rules, 2016 to the Authority at the stage of foundation level, plinth level and roof casting for each floor of the building which has been permitted by the Authority;

(iv) ensure engagement of such accredited persons who are listed by the authority for third party verification of under-construction buildings at plinth level and after casting of ground floor roof level;

(v) obtain an occupancy certificate from the Authority prior to occupation of building in full or part; and

(vi) ensure compliance of provision of various Acts, rules, regulations and codes which control or provide for various norms governing development including but not limited to planning norms, fire safety norms, environmental norms, as applicable in each case.

24.Responsibility of the Authority.— (1) Approval of plans and acceptance of any statement or document pertaining to such plan shall not absolve the owner or technical person or project management organisation under whose supervision the building is constructed from their responsibilities imposed under these rules or under any other law for the time being in force.

(2)Approval of plan shall mean granting of permission to construct under these rules and shall not mean among other things,—

(i) the title over the land or building ;

(ii) easement rights;

(iii) variation in area from recorded area of a plot or a building;

(iv) Structural stability;

(v) workmanship and soundness of materials used in the construction of the buildings;

(vi) quality of building services and amenities in the construction of the building;

(vii) the site or area liable to flooding as a result of not taking proper drainage arrangement as per the natural lay of the land, etc.; and

(viii) other requirements or licenses or clearances required for the site / premises or activity under various other laws.

(3)The approval or permission shall not bind or render the Authority liable in any way with regard to the matter specified in sub-rule (2).

25.Constitution of Development Plan and Building Permission Committee.— (1) The committee under section 6 to be called Development Plan and Building Permission Committee (hereinafter referred to as the DP and BP Committee) shall consists of the following members namely:—

(a) Vice-Chairman of Development Authority:	Chairman
(b) Commissioner of Municipal Corporation (for Development Authorities having Municipal Corporation area):	Vice-Chairman
(c) Director of Town Planning, Odisha or representative:	Member
(d) Additional District Magistrate:	Member
(e) Chief Fire Officer or representative:	Member
(f) Representative of Public Health Engineering Organisation, Odisha	Member
(g) Representative of Department of Forest and Environment, Govt. of Odisha:	Member
(h) Representative of Archaeological Survey of India (in case, Centrally protected monuments is present within the Development Area of the authority):	Member
(i) Representative of State Archaeology, Odisha: (in case, State protected monument is present within the Development Area of the authority):	Member
(j) Representative of Water Resources Dept. Govt. of Odisha:	Member
(k) Representative of Ground Water Survey and Investigation Organisation (under Water Resources Dept.) Odisha:	Member

(l)	Representative of Works Department, Govt. of Odisha:	Member
(m)	Representative of National Highway Authority of India (NHAI): (in case, National Highway is present within the Development Area of the authority):	Member
(n)	Representative of Electricity Distribution Company (DISCOMs):	Member
(o)	Executive Officer or representative of ULB:	Member
(p)	Engineer Member:	Member
(q)	Planning Member:	Member Convener
(r)	any other one or more member as maybe decided by the Vice Chairman:	Member

(2)The Authority may, by notification, delegate such powers in relation to approval of schemes, projects and building plans to the Committee constituted under sub-rule (1) as it may deem appropriate.

(3)Matters and cases in relation to grant of permission under section 16 and such other matters as decided by the Authority and including permissions for high rise buildings are required to be referred to the Committee for advice and recommendation and only on such advice and recommendation of the committee, permissions are to be granted by Planning Member of the Authority.

(4)The DP and BP committee shall act as Single Window Mechanism for carrying out functions as mandated under the Odisha Development Authorities (Common Application Form) Rules, 2016.

(5)In cases where power has been delegated to any Urban Local Body for approval under section 16 and where approval of the DP&BP committee is required under the provisions of these rules or as required under any policy decision of the Authority or the Urban Local Body, the Nodal Officer of Planning Department of the Urban Local Body may request the member convener of the committee to convene a meeting with prior approval of the chairman of the DP&BP Committee.

(6)In cases where any standard or norm such as minimum plot size for a project or distance from electric lines, matters related to Airport, etc. has been modified by a Department or an Agency of the Government, which has statutory powers to specify the same, the same can be considered by the DP and BP Committee for grant of permission under section 16.

(7)The members of the DP and BP Committee (other than those who are members of the Authority) shall be paid such fees and allowances for attending its meetings and for attending to any other work of the Authority, as may be notified by the Authority, from time to time.

26.Change of Occupancy or use of Building for approved buildings.— For approved projects where the use of building has been changed subsequently after approval or after issue of occupancy certificate, the DP and BP Committee may allow change of occupancy or use of an approved building for a purpose other than for which it was approved, if such change confirms to the provisions of these rules and zoning regulations of the Authority, on payment of such fees and charges and on such terms and conditions as may be determined by the Authority, from time to time.

CHAPTER –III

GENERAL

27. Zoning Regulations.— (1) In the Development Plan various Land Use Zones (LUZ) are indicated with their specific boundaries and these land use zones shall be regulated in accordance with the provisions of the Zoning Regulations prescribed in the Development Plan and regulations.

(2)Except as otherwise provided, no structure or land hereinafter shall be used and no structure shall be erected, re-erected or altered unless its use is in conformity with the zoning regulations and the provisions of these rules.

(3) In cases where a layout plan of land has been approved and various plots of land under such layout have been assigned specific land uses, then the same shall be adhered to unless any such use falls under prohibited category specified in the zoning regulations for that LUZ.

(4)For all non-confirming land uses, no expansion shall be permitted.

(5)At the time of redevelopment, existing zoning regulations shall be followed.

28.Restriction on Permission.— Without prejudice to any other stipulation in these rules, no permission to construct a building on a site shall be granted,—

(i) in areas of natural waterways or drains, as detailed in the Development Plan, and drainage plan as modified from time to time;

(ii) if the orientation of such building is not in harmony with the surroundings, as may be decided by the Art Commission;

(iii) if the use to which the site is proposed to be put does not conform to the Land Use Zones as earmarked in the Development Plan or uses as earmarked in the approved layout plan;

(iv) if the building is to be constructed over or under a municipal drain, sewerage line, electrical line, water main, any other Government or public land, or public utility services;

(v) if the foundation of the external wall along a street is located at a distance less than 0.5 meters from the edge of the street or road margin including the drain;

(vi) if all Structural Plans are not prepared taking into account, the Seismic Zone of the area.

29.Distance from Electric Lines.— As provided in clause-6.4 of Part-III of the National Building Code of India, no verandah, balcony or the like shall be allowed to be erected or re-erected or any additions or alterations made to a building within the distances mentioned in Table No.4 below in accordance with the provisions made under the Electricity Act , 2003 between the building and any overhead electric supply line:

Table No. 4: Minimum distance from the electric line

Sl. No.	Type of voltage line	Vertical distance in meters	Horizontal distance in meters
(a)	(b)	(c)	(d)
1	Low and medium voltage lines and service lines	2.5	1.2
2	High voltage lines up to and including 11,000 Volt	3.7	1.2
3	High voltage lines above 11,000 volt and up to and including 33,000 Volt	3.7	2.0
4	Extra high voltage line beyond 33,000 Volt	3.7 (Plus 0.3 meters for every additional 33,000 volts or part thereof)	2.0 (Plus 0.3 meters for every additional 33,000 volts or part thereof)

30.Plantation.— (1) Provision for plantation shall be given at the rate of minimum one tree per every 80 square meters of plot area for plot sizes more than 115 square meters and planted within the open spaces of the plot.

Note.**—** The existing trees within the plot shall be considered for this purpose.

(2)Where trees need to be cut, compensatory plantation for felled trees in the ratio 1:3 (i.e., planting 3 trees for every 1 tree that is cut) within the premises shall be done and maintained.

(3)Choice of species for plantation on site and abutting the road to be adopted as per section 8 of the Urban Greening Guidelines, 2014.

(4)At least 50% of the open spaces shall be pervious and use of grass pavers, paver blocks with at least 50% opening, landscape would be considered as pervious surface.

31.Means of access.— (1) Every building or plot shall abut on a public or private means of access like streets, roads of duly formed of width as specified in these rules.

(2)In no case, development of plots shall be permitted unless it is accessible by a public or private street of width not less than 6 meters, unless specified otherwise.

(3)In case of institutional, administrative, assembly, industrial, mixed-use buildings, high rise buildings and other non-residential and non-commercial activities, the minimum road width shall be 12 meters:

Provided that, in case of hotels, restaurants, office complex, shopping complex/mall, LPG storage, multi-storey car-parking, the minimum road width shall be 12 meters:

Provided further that, in case of pre-primary school/kindergarten/crèche, the DP&BP committee may relax the road width criteria to 9 meter, considering the site condition and requirement of such facility in the area.

(4)In case of a private road, which gives access to one or more buildings, the owner of the said private road shall develop the road and storm water drain as required by the Local Authority and transfer the same by way of deed of gift to the local body for maintenance.

32.Minimum setbacks for low risk buildings.— (1) The minimum setbacks permissible in a given size of plot for low risk building shall be as mentioned in Table No.5 below:

Table No. 5: Minimum setbacks for low-risk buildings

Sl. no	Plot size	Min Front setback	Total cumulative Front and rear Setback	Total cumulative side Setbacks
(a)	(b)	(c)	(d)	(e)
1	**Upto 115 Sq.m** (≅ Upto 1200 Sq.ft)	1.0 m.	—	0 m
2	**above 115 -170 sq.m** (≅1200 - 1800 Sq.ft)	1.0 m.	2.0 m.	0 m
3	**above 170 –225 sq.m** (≅1800- 2400 Sq.ft)	1.0 m.	2.0 m.	1.5 m
4	**above 225 - 300 Sq.m** (≅ above 2400 Sq.ft and upto 3200 Sq.ft)	1.5 m.	2.5 m.	2.0 m.
5	**above 300 sq.m and upto 500 Sq.m** (≅ above 3200 Sq.ft and upto 5300 Sq.ft)	1.5 m.	3.0 m.	3.0 m.

(2)The width of a required setback on any one side shall be maintained for the entire length of that side and cannot alternate from one side to the other.

33.Minimum setbacks and maximum ground coverage for other than low risk buildings.— (1) For other than low risk buildings, the open spaces around the building and ground coverage shall be as given in Table No. 6 below:

Table No. 6: Minimum setbacks and maximum ground coverage for other than low-risk buildings

Sl. no	Height of the building (in meters)	Minimum Setbacks on all sides (in meters)	Maximum permissible Ground Coverage (%age of total plot area)
(a)	(b)	(c)	(d)
1	Upto 12	2	—
2	More than 12 & less than 15	3	—
3	15 and upto 18	4.5	50%
4	More than 18 & upto 40	6	40%
5	More than 40	9	40%

Note: In case of high-rise buildings the exterior open space around a building for a width of 7.5 meters shall be kept unbuilt except where the open space requirement is less than 7.5 meters, the entire specified open space shall be kept unbuilt. It shall be constructed of hard surface capable of taking load of fire engine weighing up to 45 tonnes.

(2) For Institutional buildings, the minimum setback around the building shall be 3.00 meters;

(3)In case of Assembly buildings, the open space in front shall be not less than 12 meters and the other open spaces around the building shall not be less than 6 meters:

Provided that, in specific assembly buildings where higher setback is prescribed in the National Building Code of India or Indian Standard (IS) Code or any other law for the time being in force governing such building activities then the higher prescribed setbacks shall be provided in such buildings:

Provided further that the front open space shall be relaxed upto 6m. in buildings with total assembly area of 1000 square meter:

Provided further that, for such assembly buildings for which fire safety certificate is not mandatory under the provisions of Odisha Fire Prevention & Fire Safety Rules, 2017, as amended, from time to time, the setback around the building shall be as specified in Table No. 6.

(4) For Storage and warehousing buildings, in case of plots up to 500 square meter area, for which fire safety certificate is not mandatory, the open spaces around the building shall not be less than 3 meters and for plots of more than 500 square meters area, the open spaces around the building shall not be less than 4.5 meters;

(5)In case of Industrial buildings, the open spaces around the building shall not be less than 4.5 meters for heights up to 15 meters, with an increase of 0.25 meter for every increase of 1 meter or fraction thereof in height:

Provided that for IT and ITES buildings and flatted factories, the minimum setback

for building height above 15 meters shall be as specified in Table No.6:

Provided further that, for such industrial buildings for which fire safety certificate is not mandatory under the provisions of Odisha Fire Prevention & Fire Safety Rules, 2017, as amended, from time to time, the setback around the building shall be as specified in Table No. 6;

(6)In case of Hazardous occupancies, the open spaces around the building shall not be less than 6 meters;

(7)In case, the height of the buildings specified under sub-rule (2) to (6) requires a higher set-back under sub-rule (1), then the provisions of Table No. 6 shall be applicable for such buildings.

34.Open Space between buildings.— The width of open space between the buildings on a plot shall be the setback specified in rule 32 and 33 for the tallest building subject to a minimum of three meters and the minimum width of internal road shall be 6 meters.

35.Floor Area Ratio.— (1) The Floor Area Ratio (F.A.R) for all category of buildings shall be decided on the basis of the road width on which the plot and site abuts as specified in Table No.7 below:

Table No. 7: FAR as per existing road width

Sl. no	Road width (in meters)	Base FAR	Max permissible FAR
(a)	(b)	(c)	(d)
1	Less than 6	1.50	1.50
2	6 or more & less than 9	2.00	2.00
3	9 or more & less than 12	2.00	3.00
4	12 or more & less than 18	2.00	4.00
5	18 or more & less than 30	2.00	5.00
6	30 or more & less than 60	2.00.	6.00
7	60 and above	2.00.	7.00

(2)For residential or commercial buildings on plot size of 115 Sq.m (≅ 1200 Sq.ft) or less and building height of maximum 10 meters shall be permitted without any FAR limitation:

Provided that, if the building height on such plot exceeds 10 meters, then the provisions specified in Table No.7 shall be applicable.

(3)The Authority shall allow use of FAR beyond Base FAR on production of TDR certificate or on purchase of FAR (purchasable FAR), provided that the total FAR shall be limited to the maximum permissible FAR available on the plot:

(4)The Authority with prior approval of the State Government may notify a subsidised rate of purchasable FAR for projects in public interest within Transit Oriented Zone, Mixed

Use Zone or any other area as may be decided by the Authority.

(5)Additional 25% F.A.R. above the maximum permissible FAR shall be allowed for projects taken up in the Transit Oriented Zone or Mixed Use Zone, subject to following conditions, namely:—

(i) the plots/ project site abut roads having width of 18 meters or above;

(ii) plot size is more than 2000 square meters;

(iii) this FAR will be available over the Base FAR on production of TDR certificates or on payment of charges which are equivalent to charges prescribed for purchasable FAR;

(iv) the on-site infrastructure shall be provided by the developer for zero-discharge of sewage, waste water and storm water within the site and provide infrastructure within the site for waste segregation and 100% composting of organic waste.

(6)For optimum utilisation of available urban land and infrastructure which has been developed and to achieve compact development, the Authority may prescribe, by notification, standards of minimum intensity of development in terms of minimum FAR that shall be used for one or any category of following plots:

(i) All projects on Government land in consultation with the State Government.

(ii) On specific streets or zones or areas within the municipal limits.

(7)FAR shall not include,—

(i) Basements or cellars and space under a building constructed on stilts and used as a parking space, and air conditioning plant room used as accessory to the principal use;

(ii) electric cabin or substation, watchman booth of maximum size of 10 square meters with minimum width or diameter of 1.732 meters, pump house, garbage shaft, space required for location of fire hydrants, electric fittings and water tank, society room of maximum 12 square meters;

(iii) projections and accessories buildings specifically exempted from the open space or setback requirement;

(iv) Balconies above 17.5 meter building height in high rise buildings at roof slab level of 1.2 m. width and area not exceeding 3.5 sq m.per bedroom but not exceeding 2 in number per flat;

(v) staircase room and lift rooms above the topmost storey, architectural features (such as louvers, pergolas, shading devices), and chimneys and elevated tanks of dimensions as permissible under the National Building Code of India;

Note.—The area of the lift shaft shall be taken only on one floor;

(vi) any architectural roof top structures would also be permitted out of FAR if not used for habitable or commercial purposes;

(vii) service floors and service area on habitable floors shall not be counted in FAR if it adheres to the provisions of these rules;

(viii) Atrium or Atria at any floor will be counted only once in the FAR and the atriums shall be permitted as per the provisions of the National Building Code of India;

(ix) building elements such as sky bridges and landscape terraces which are meant for community purposes only shall be permitted free of FAR;

(x) firefighting shaft (fire tower), fire stair case area and fire refuge area; and

(xi) the space in stilt in the building constructed for EWS housing and used for community facility without enclosures.

36. Transferable Development Rights.— (1) Where a scheme has not been notified under rule 4 of Odisha Transferable Rights Rules, 2015, the Authority shall issue TDR certificate, if a part of the plot proposed for development is required for widening or further extension of existing roads or drains proposed in the Development Plan or the said road or drain is under implementation:

Provided that, the aforesaid land shall be surrendered to the Authority for the award of TDR certificate and the Authority shall issue the TDR Certificate to the applicant as per the general terms and conditions for issuance of Transferable Development Rights, prescribed under rule 3 of Odisha Transferable Rights Rules, 2015:

Provided further that, in such case, the applicant may apply for issue of TDR certificate in Form-IV appended to these rules, instead of Form-I of OTDR rules, 2015 and the same shall be deemed to be applied under OTDR rules, 2015 and all other provisions of OTDR rules, 2015 shall be applicable, except sub-rule (1) to (5) of rule 4 of Odisha Transferable Development Rights Rules, 2015.

(2) In case, a part of the land proposed for development is affected by proposed roads or drains in the development plan and where provisions of sub-rule (1) is not applicable, then the applicant shall submit an undertaking in Form-V, to surrender the land to the Authority or local body or agencies of Government, as and when required by the Authority and to keep the said land undeveloped:

Provided that, the undertaking shall accompany a clear sketch showing the portion of the land in respect of which the undertaking is given and also enclose the photos of the stakeholder(s), Power of Attorney Holder(s), as the case may be, with identification document.

(3) In case of sub-divisional layouts, where the land reserved for roads and open spaces is required to be surrendered to the local body, subject to provisions specified in Table No. 8 below, the applicant shall be entitled to be issued TDR certificate, after development of the roads, open spaces and public utilities in all respect and after mutation of land so surrendered in the name of the local body and issue of Record of Right:

Provided that the applicant shall apply for issue of TDR certificate in Form-IV appended to these rules along with the copy of the registered deed of gift and copy of Record of Right issued after mutation and the same shall be deemed to be applied under OTDR rules, 2015 and all other provisions of OTDR rules, 2015 shall be applicable:

Provided further that sub-rule (1) to (6) and (8) to (13) of rule 4 of Odisha Transferable

Development Rights Rules, 2015 shall not be required to be followed, in such cases:

Provided also that, the provision of sub-rule (1) of rule 3 of OTDR rules, 2015 shall be superceded to the extent provided under this rule.

Table No. 8: TDR incentive for roads and open spaces provided in the sub-division layout

Sl. No.	Category of land reservation	Award of TDR amount (in terms of FAR for the surrendered plot)
(a)	(b)	(c)
1	Roads with minimum RoW of 12m	0.10
2	Roads with minimum RoW of 18m	0.20
3	Roads with minimum RoW of 24m and above	0.30
4	Organised Open Spaces of minimum width not less than 10 meters on any side and contiguous area of not less than 500 Sq.m	0.20
Note: The applicant shall show the area and length under each type of road in tabular format with proper indexation in the layout plan, to be eligible to avail the TDR certificate.		

(4)In Transit Oriented Zones and Mixed Use Zones, notified under the overlay rules, TDR incentive equivalent to FAR of 2.00 shall be awarded for the area surrendered towards the land under public open space, setback area and through block linkage.

37.Off Street Parking Space.— (1) In all buildings including Apartment buildings, Housing Projects, Hotels, Restaurants and Lodges, business buildings, commercial buildings, Institutional buildings like hospitals, educational buildings like schools and colleges, high rise building or complexes and in all other non- residential buildings, provision shall be made for parking spaces as per the requirements as given in the Table No. 9 below:

Table No. 9: Off Street Parking Space for Different Category of Occupancies

Sl. No.	Category of building/ activity	Parking area to be provided as percentage of total built-up area towards FAR
(a)	(b)	(c)
1	Multiplexes, Shopping Malls, Cinema Halls, Kalyan Mandaps, Banquet Halls, Auditorium, Stadium, Sports Complex, Gymnasium, Convention Halls and clubs	50
2	Restaurants, Local Retail Shopping, Convenience Shopping, Banks, Commercial and Corporate Office, Mercantile Buildings like shops/stores/ market display and sale of mercantile either wholesale or retail stores, IT / ITES Complexes, Hotels, Community Centres	40
3	Residential Apartment buildings, Housing Project, Guest Houses, Dharmasalas, Hostels, Work-cum-Residence, Lodging, Boarding, Institutional, Industrial Buildings	30
4	Storage Godown.	20

Note.—

(i) Parking to be provided at ground level, basement or stilt floor. Permissible services in these areas shall not be accounted for parking;

(ii) In commercial and public & semi-public buildings, minimum 15% of the total parking space shall be demarcated for two wheeler parking and minimum 2% of the total parking space shall be demarcated for bicycle parking. The bicycle parking space shall be equipped with bicycle parking rack, to which parked bicycles can be securely attached;

(iii) For residential apartments and housing projects, for the dwelling units in EWS/LIG category; parking requirement shall be calculated at minimum of 10% of total built-up area of such dwelling units;

(iv) For residential apartments and housing projects, for the dwelling units in MIG category; parking requirement shall be calculated at minimum of 25% of total built-up area of such dwelling units;

(v) Mandatory parking shall not be required to be provided, in case of residential buildings having 4 dwelling units or less and 20% parking space shall be provided, in case of residential buildings, exceeding 4 dwelling units and up to 8 dwelling units; and

(vi) Surface parking for differently abled persons for all buildings specified under rule 46 shall be provided as per the provisions prescribed in Annexure-VIII.

(2) The parking spaces may be provided in for all schemes and which shall be—

(i) in Basements or cellars; or

(ii) on stilt floor; or

(iii) on open parking area; or

(iv) exclusive multi-level parking; or

(v) on roof top parking in case of commercial, IT, ITES and Corporate building; or

(vi) a Stacked or Multi-level or Automated parking.; or

Note.— For Stacked or Multi-level or Automated parking, the number of Equivalent Car Space (ECS) accommodated shall be specified in the parking plan and the area for 1 ECS in such parking shall be taken as 15 square meters for parking area calculation purpose; or

(vii) in a combination of any or all of the above.

Note.— For parking purposes, single basement shall be allowed in case of plot size of 500 square meters or more, and multiple basements shall be allowed in case of plot size of 1,000 square meters or more. The roof top parking with car lift shall be allowed only in case of plinth area or roof area of 2,000 square meters or more.

(3) Parking spaces shall be paved and clearly marked and signages specifying the same shall be placed conspicuously for different type of vehicles, namely, 4 wheeler, 2 wheeler, bicycle, e-vehicle, physically challenged.

(4) Off-street parking spaces shall be provided with adequate vehicular access to a street and the area of drives, aisles and such other provisions required for adequate manoeuvring of vehicles.

(5) All open parking shall be constructed with permeable material and provisions of Rain Water Harvesting and ground water recharging shall be provided for such parking area.

(6) If the total off-street parking space required under these rules is provided by a group of property owners at a place not more than 300 meters for their mutual benefit, such parking spaces may be construed to have met the off-street parking requirement, subject to the approval of the Authority and if the Authority decides to develop such parking spaces, the cost of the development shall be proportionately charged from the property owners according to their share in such parking space.

(7)Garage with locking facilities shall be included in the calculation of floor space for determining the requirement of parking space, unless this is provided in the basement of a building or under a building constructed on stilts with no external walls.

(8)The parking spaces to be provided shall be in addition to the open spaces (setback) required around a building under these rules and parking may be provided in the front open space and other side open spaces without reducing the clear vehicular access way to less than 6.0 meters and 7.5 meters, respectively, for non-high rise and high rise buildings.

(9)Misuse of the area specified for parking of vehicles for any other purpose shall be summarily removed or demolished by the Authority.

(10)In the case of parking spaces provided in basement(s) and upper storey of parking floors, at least two ramps of width and slope as per Table No.10 shall be provided, located preferably at opposite ends.

Table No. 10: Requirements for ramp for vehicles

Sl No.	Type of Vehicle	One way ramp width (in meters)	Two way ramp width (in meters)	Maximum continuous ramp length (in meters)	Minimum width of ramp landing (in meters)	Maximum slope of ramp (in meters)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	LMV	3.0	6.0	40	6	1:8
2	LCV	4.5	9.0			
3	HMV	6.0	12.0			
4	Fire tender	7.5		40	6	1:10

Note.—

(1) Such ramps may be permitted in the side and rear setbacks after leaving 6 meters space for movement of fire-fighting vehicles;

(2) The parking of vehicles at different level may also be mechanized; and

(3) In case of underground/multi-storeyed parking, special measures with regard to fire safety shall be taken in compliance to Part 4-Fire and Life Safety of NBCI.

(11)Up to 20% of basement or stilt may be utilized for utilities and non-habitation purpose like A/C plant room, Generator room, Electrical installations, laundry.

(12)At least 10% of the parking in housing Projects, apartment buildings shall be earmarked for visitors and such parking facility shall be open to all visitors and in all other cases, not more than 1/3rd of the mandatory parking shall be reserved for staff or own use.

(13)In respect of Apartment Building, on plot area up to 750 square meters, the parking requirement shall be deemed to be met if the entire stilt floor is left for parking.

Note.— WC/Toilet facility may be provided for watch and ward in the stilt floor.

(14)The Competent Authority may also prescribe guidelines for integrating off-street parking facilities with City Level Smart Parking Management System, if any.

(15)To cater to requirements of charging for electric vehicles, minimum 30% of parking spaces of new developments in the following types or a mix of the following types shall have facilities to enable Electric Vehicle charging points and such points shall be shown clearly in the building plan with proper indexation.

(a) Parking spaces in projects more than 1 acre;

(b) Parking spaces in high-rise buildings;

(c) Parking spaces in multi-level car parking (MLCP) projects:

Provided that the Authority may change the minimum requirement of 30% of parking spaces for EV charging facility in accordance with relevant policy of the Government.

(16)The Competent Authority, as and when required, may direct the owner to install and operationalize the Electric Vehicles charging facilities as per the locations shown in the building plan and the technical, operational and any other requirements for such Electric Vehicles charging facility shall be as per guidelines notified by the Authority, from time to time.

38.Interior open space.— (1) At least one side of all the rooms intended for human habitation, if such room does not abut on the front or the rear or the side setbacks, shall abut on an interior open space whose minimum area in cases of non-high rise buildings shall not be less than 9 square meters with no side less than 2 meters and in high rise buildings, the width of the interior open space shall be increased at the rate of one meter for every additional 3 (three) meters height.

Explanation.— For removal of doubt it is hereby declared that this provision shall be applicable to all categories of buildings, including residential, apartment, commercial, institutional, administrative, assembly.

(2)For ventilating the spaces for water closets and bathrooms ventilation shafts shall be provided with size and specifications as provided in the National Building Code of India.

39.Height exemption of a building.— The following appurtenant structures shall not be included in the height of the building, namely:—

(i) roof tanks and their supports (with support height not exceeding 1 meter);

(ii) Ventilating, air conditioning, lift rooms and similar service equipments;

(iii) stair cover (mumty) not exceeding 3.0 meter in height;

(iv) chimneys, parapet walls, roof top swimming pool and architectural features not exceeding 2.5 meter in height;

(v) height of the ceiling of the upper basement roof not exceeding 1.5 meter from the average surrounding ground level; and

(vi) stilt floor, if the height of the ceiling of the stilt floor roof is not exceeding 2.4 meter.

Note: The provision under rule 39 shall not exempt any of the provisions regarding the NOC given by Airports Authority of India or National Monument Authority or State Archaeology, as the case maybe.

40.Exemption in open space.— (1) Every open space provided either in the interior or exterior in respect of any building shall be kept free from any erection thereon and shall be open to the sky and no cornice, roof or weather shade of more than 0.75 meter in width shall overhang or project over such open space.

(2)A portico of up to 2.5 meters width and 4.6 meters length with a minimum height of 2.4 meters from the plinth level may be permitted within the side setback.

(3)A garage is permissible at the rear end of side open space where no openings are located on the side and rear boundary:

Provided that access to the top of the portico or garage shall not in any way affect the privacy of the neighbouring plot.

(4)The portico provided as above shall not rest on the boundary wall and shall be open to provide through access to the rear:

Provided that where the portico is not a cantilevered one and supported by pillars, the area shall be included in the FAR.

(5)A guard room, electric cabin, sub-station, area for generator set, ATM of area less than 10 square meters may be allowed in the open space, provided no exemption shall be allowed on minimum setback area.

(6) Ledges of width not more than 1 meter shall be permitted without obstructing the clear vehicular access way to less than 6.0 meters for non-high rise buildings and 7.5 meter for high rise buildings upto height of 15 meter.

41.Basement or Cellar.— (1) Basements or cellars shall not be permitted in low lying area and areas without adequate drainage facilities to ensure drainage from the basement and basement shall not be allowed in flood prone areas.

(2)Construction of basements or cellars may be allowed by the Authority in accordance with the provisions contained in the development plan applicable to the concerned area.

(3)The basements or cellars shall only be put to the following uses, namely:—

(i) storage of household or other non-combustible materials;

(ii) strong room, bank cellars;

(iii) installation of air-conditioning equipments and other machines used for service and utilities of building;

(iv) parking places, in case of plot size of 500 square meter or more;

(v) library, study room, games room and laundry only in case of residential and institutional buildings; and

(vi) such medical facilities which are permitted by Atomic Energy Regulatory Board (AERB) in hospital buildings.

(4)Individual residential and small commercial buildings (plot size maximum 500 square meters) may have one basement subject to a maximum of 50% of the covered area.

(5)Multiple basements or cellars may be permitted to be constructed leaving the prescribed setback and open space applicable to the building.

(6)In case of apartment building or housing projects or commercial or corporate and IT or ITES buildings, the basements may be allowed to be constructed under the entire plot area leaving 3 meters space from the boundary of the premises subject to the following conditions namely:—

(i) in all such cases the owner has to indemnify the Authority against any damage caused by him to the adjacent property in the format given in Form-III; and

(ii) the portion of the basement projecting out of the building line shall flush with the ground.

(7)The basements shall be used exclusively for parking or services or storage.

(8)The basement shall fulfil the following requirements; namely:—

(i) every basement shall be in every part, at least 2.5 meters in height from the floor to the soffit of the roof slab or ceiling;

(ii) adequate ventilation shall be provided for the basement and the standard of ventilation shall be the same as required by the particular occupancy according to regulations; any deficiency may be met by providing adequate mechanical ventilation in the form of blowers, exhaust fans (one exhaust fan for 50 square meters of basement area), air conditioning system;

(iii) the minimum height of the ceiling of upper basement shall be 0.90 meters and the maximum, 1.5 meters above the average surrounding ground level:

provided that, in case of parking, mercantile or business occupancy at ground floor, minimum height of the ceiling of the basement maybe 0.3 meters above the average surrounding ground level subject to mechanical ventilation being provided;

(iv) adequate arrangement shall be made, so that surface drainage does not enter the basement;

(v) the walls and floors of the basement shall be water-tight and be so designed that the effect of the surrounding soil and moisture, if any, are taken in to account in design and adequate damp proofing treatment is given;

(vi) the access to the basement shall be separate from the main and alternative staircase providing access and exit from higher floors shall be provided and where the staircase is continuous in the case of buildings served by more

than one staircase, the same shall be of enclosed type serving as a fire separation from the basement floor and higher floor;

(vii) open ramps shall be permitted if they are constructed within the building line subject to provision of clause (iv); and

(viii) the ramp providing access to basement to be used for parking shall have a gradient not steeper than 1:10 and this shall not obstruct the clear vehicular and pedestrian movement around the building including movement of fire tender (6 meters).

42.Provision of Lift.— (1) Lift shall be provided for buildings above 10 meters height in case of apartment building, housing projects, commercial, institutional and office buildings:

Provided that provision of lift for EWS/LIG houses in apartment or housing project building with a height less than 15 meters shall not be insisted upon.

(2)Lift shall be provided for residential buildings at the rate of one lift for 20 (twenty) dwelling units, or part thereof, and for non-residential buildings at the rate of one lift per one thousand square meters, or part thereof of built-up area per floor.

Note.—

(i) The dwelling unit or built-up area, as the case maybe, on the ground floor and two upper floors shall be excluded in computing the above requirement; and in case of affordable housing projects, the EWS/LIG dwelling units upto building height of 15 meters shall be excluded in computing the lift requirement.

(ii) Where the lifts to be provided are complying to the applicable lift provisions of NBCI 2016, then the same shall be considered as compliance of sub-rule (2).

(3)At least one lift in every building block shall be a stretcher lift.

(4)Notwithstanding anything contained in these rules, in case of building with 21 meters or more in height, at least two lifts shall be provided.

(5)All lifts shall be inspected or cause to be inspected at least once a year by the agency designated by the Authority including through any outsourced agency.

(6)In case of car lift for roof top parking, there shall be at least two car lifts for 2000 square meters of roof area and there shall be addition of one car lift for every 1000 square meters of roof top parking area and fraction thereof.

43. General Building Requirements.— The general building requirements of a building shall be as follows, namely:—

(i) services can be permitted on roofs with adequate screening for the same;

(ii) scissor staircase would be permitted provided all travel distance and fire norms are adhered to;

(iii) stilts in high-rise buildings will not be restricted to height of 2.4 meters as long as it is used for parking;

(iv) multilevel car parking with car lifts would be permitted with adequate fire safety;

(v) buildings of height 200 meters and above, shall have provision for a Helipad.

(vi) mezzanine floor may be permitted above any floor in all types of buildings up to an extent of one-third of the actual covered area of that floor which shall have a minimum height of 2.2 meters and all mezzanine floors shall be counted towards FAR calculation.

(vii) Notwithstanding anything to the contrary to the general provisions specified in this chapter, the building components such as doorways, stairways, lifts, ramps, corridors and other parameters, as applicable in case of a low risk building shall be as per the norms given in Annexure-IX.

(viii) building components such as doorways, stairways, lifts, ramps, corridors and other parameters for other than low risk buildings shall be as per norms given in Annexure-IX:

Provided that, for buildings which require fire safety certificate under the provisions of Odisha Fire Prevention and Fire Safety Rules, 2017, as amended, from time to time, the building components such as doorways, stairways, lifts, ramps, corridors and other such parameters shall be as per norms given in Annexure –III.

44.Heritage Zone.— (1) The Authority may notify the Heritage Zones in consultation with the Archaeological Survey of India, State Department of Archaeology, Urban Local Body and the Art Commission":

Provided that, the Authority with prior approval of the Government may also prescribe specific heritage zone regulations in respect of the planning and building standards, urban design guidelines, form based code, street design guidelines, signage guidelines, value capture financing and any other matter as may be required for the development of heritage zones and the provisions specified in such regulations shall supercede the provisions prescribed under these rules:

Provided further that the Authority with prior approval of the Government may also prepare heritage management plan for any heritage zone delineated in the development plan or notified under this rule.

(2)Conservation of buildings, artifacts, structures, areas and precincts of historic or aesthetic or architectural or cultural significance (Heritage buildings and heritage precincts) or natural features of environmental significance shall be taken up by the Urban Local Body in accordance with the relevant rules or regulations or instructions in-force.

(3)The Handbook on Conservation of Heritage Buildings, 2013' published by Central Public Works Department, Ministry of Urban Development, Government of India, shall be referred to before taking up any building construction activity within the heritage precincts or streets or in the vicinity of notified heritage zones.

(4)The, Authority may prescribe guidelines from time to time, for any building construction activity undertaken in the areas referred to in sub-rule (3).

(5) The Authority may, by notification, prescribe TDR for plots within prohibited area of protected monuments.

45.Coastal Regulation Zone.— Land use and Buildings falling under the coastal zone shall be governed by the Coastal Regulation Zone (CRZ) Notification, New Delhi, vide No. G.S.R. 37(E) dated 18th January, 2019 and its amendments and replacement, from time to time.

46.Barrier free access for the physically challenged differently abled person, elderly and children.— (1) To promote universal and barrier free access for persons with disabilities, the owner of all buildings and facilities used by the public such as educational, institutional, assembly, commercial, business, mercantile buildings and Housing Projects constructed on plots having an area of more than 2000 square meters excluding private residential buildings, shall make provisions as per the guidelines in 'Handbook on Barrier Free and Accessibility, 2014', published by Central Public Works Department (CPWD), Ministry of Urban Development, Government of India.

(2)The provisions mentioned at Annexure-VIII shall also be adhered to in such buildings.

47.Rainwater harvesting system.— (1) Provision of rain water harvesting is mandatory for all sizes of plots, which are more than 115 square meters in area including open spaces.

(2)Detailed technical specification for selection of appropriate rainwater harvesting system has been provided in Annexure-IV.

(3)The provisions for rainwater harvesting in various building categories as given in Table No.11 below:

Table No. 11: Rainwater Harvesting provisions for various building categories

Sl.No	Category / Use	Provisions to be Made	Other Conditions
(a)	(b)	(c)	(d)
1	**Residential Plotted Housing**		
	New Proposals	Construction of Rainwater Harvesting Structure	Emphasis on both storage and reuse
2	**Housing Projects**		
	New Proposals	i. Construction of Rainwater Harvesting Structure ii. Concrete paving to be avoided and permeable materials to be used for all open parking spaces	Indicate the system of Storm Water Drainage, Rainwater Harvesting System and Recharge Well
3	**Public and Semi Public Buildings**		
	All Proposals	i. Shall have Rainwater Harvesting System and Storage ii. Shall have Recharge pits	Emphasis on both storage and reuse

4	**Commercial / Mixed Use**		
	All Proposals	i. Construction of Rainwater Harvesting System ii. Soft landscape provisions and open spaces with percolation pits. iii. Common Treatment plan to be part of the integrated development	Indicate the system of Storm Water Drainage, Rainwater Harvesting System and Recharge Well. Emphasis on both storage and reuse.
5	**Industrial**		
	All Proposals	i. Construction of Rainwater Harvesting System ii. Soft landscape provisions and open spaces with percolation pits. iii. Use of abandoned bore wells for recharging of ground water iv. Common Treatment plan to be part of the integrated development	Indicate the system of Storm Water Drainage, Rainwater Harvesting System and Recharge Well. Provision to be made not to inject contaminated water into recharge structures in industrial areas. Care to be taken to keep such structures away from sewer lines, septic tanks, soak pits, landfill and other sources of contamination.
6	**Other Proposals**	Similar as above	Similar as above

(4)Recharging of ground water is mandatory for all types of buildings having a plot area more than 300 square meters and above.

(5)The ground water recharge shall also be mandatory for open spaces like parks, parking, plazas and playgrounds.

(6)The dimension of recharging pits or trenches shall be at least 6 cubic meters for every 100 square meter of roof area.

(7) Inspection of Rainwater Harvesting system shall be done before issuing Completion Certificate or NOCs for the structures.

48.Rooftop Solar Energy Installation.— (1) **Norms for Rooftop PV systems Installation**: All residential plotted housing with plot area of 300 square meters and above, educational, institutional, commercial, industrial, mercantile and recreational buildings having plot size of 500 square meters and above and all housing projects shall be installed with a minimum generation capacity of 5% of the connected load or 20 W/sq.ft. for available roof space, whichever is less.

(2)All building of the category as mentioned in the Table No.12 below may provide Solar Water Heating System and Solar Roof Top System:

Table No. 12: Norms for Rooftop PV systems Installation		
Sl No.	Category of building	Standard for determination of capacity
(a)	(b)	(c)
1	**Solar Water Heating System:**	
(a)	Hospital	10 ltr. /bed
(b)	Hotels 5 star	15 ltr. /room
(c)	Hotel other than 5 star	10 ltr./bed
(d)	Police/Army/Barrack	200 LPD
(e)	Canteen/Messes	200 LPS
(f)	Hostel (School, Colleges and other Institutions where hot water is needed).	10 ltr./student
(g)	Laboratory and Research Institutions	100 LPD
(h)	Residential Structures: (Plinth area 200 square meters or above)	100 LPD/flat
(i)	Guest Houses/Banquet Hall/Circuit House	200 LPD
2	**Off Grid/Grid connected Solar Roof top System:**	
(a)	Individual household or above (Plinth area more than 300 square meters).	Minimum 500 watt
(b)	Hotel Five star	Minimum 5 KWp
(c)	Other hotels	Minimum 2 KWp
(d)	Commercial building (Covered area more than 500 square meters)	2 KWp

(3)Installation of Solar Water Heating System,—

(i) In case of new buildings, clearance of plan for the construction of such buildings of the categories mentioned in Table No.12 above shall only be given if they have a provision in the building design itself for an insulated pipeline from the rooftop in the building to various distribution points where hot water is required and such building must have a provision for continuous water supply to the solar water heating system and shall also have open space on the rooftop, which receives direct sunlight and the load bearing capacity of the roof shall be at least 50 kg per square meter;

(ii) all new buildings of the above said categories must complete installation of solar water heating systems before obtaining necessary license to commence their business;

(iii) Installation of Solar Assisted Water Heating Systems in the existing building shall be mandatory at the time of change of use to the category mentioned in Table No.12 above, provided there is a system or installation for supplying hot water;

(iv) Installation of Solar Assisted Water Heating Systems shall conform to BIS specification IS 12933 and the solar collectors used in the system shall have BIS certification mark;

(v) Wherever hot water requirement is continuous, auxiliary heating arrangement either with electric or oil of adequate capacity can be provided.

49.Water re-use and recycling.— All building having a minimum discharge of 10,000 litres and above per day shall incorporate waste water recycling system and the recycled water shall have to be used for horticultural purposes.

50.Provision of Public Washroom complexes.— (1) In order to ensure that public toilets or wash rooms are built in various parts of the city, all the buildings constructed for the purpose of being public buildings (Railway stations, Bus stands, market places, Government offices, Hospitals, educational institutions, commercial buildings, religious centers, etc.) and the plot owners of the plots having an area of 1 acre or more shall, in addition to the other mandatory sanitary requirements, compulsorily construct public washroom complexes within their plots which shall be earmarked on site plan or a layout plan at the time of seeking building approval (Refer to Annexure-II).

(2) Such complexes should be constructed mainly in the frontal setback area within the plots, subject to the condition that they shall not obstruct passage for the fire tender.

(3) All complexes should have single storey, with a maximum floor to ceiling height of 2.8 meter and water tanks concealed with a parapet wall or jali not exceeding 1 meter in height.

(4) All complexes should at least have 1 wash basin, 2 urinals and 1 water closet (WC) each, for men and women separately, with adequate electricity, drainage, water and sewerage facilities and same shall be connected to the infrastructure being developed for the project.

(5) The complex shall be well ventilated with adequate provisions for lighting.

(6) The Public Washroom Complex shall have direct access from outside the plot i.e. direct access from the road, so as to permit usage by the general public.

(7) Such complexes shall be free of FAR and Ground Coverage and will form part of full schemes prepared by owner or architect for approval.

(8) Such complexes shall have provisions for outdoor signage, advertisements and space for public art with permission from the concerned agencies or local authorities.

(9) Complexes shall be either constructed and maintained by the plot owner or constructed by the plot owner and maintained by a service provider or constructed as well as maintained by a service provider.

(10) Such complexes are not permitted to be used for purposes other than specified above.

51.Provisions for Green Buildings.— (1) Green Building norms regarding water conservation and management, solar energy utilization, energy efficiency and waste management, as given in the Table No.13 below, shall be mandatorily provided in the residential and non-residential buildings depending on the plot sizes.—

Table No. 13: Applicability of Green Building Provisions

Sl. No.	Plot Size (in Sq.m)	Provision for Residential use	Provision for Non- Residential use
(a)	(b)	(c)	(d)
1	Upto 115 Sq.m	Not mandatory	Not mandatory
2	Upto 300 Sq.m.	(i) Rain water harvesting;	(i) Rain water harvesting;
3	Above 300 and upto 500 Sq.m.	(i) Rain water harvesting and ground water recharging; (ii) Installation of solar PV cells; (iii) Installation of solar assisted water heating systems; and (iv) Segregation of waste	(i) Rain water harvesting and ground water recharging; (ii) Installation of solar assisted water heating systems; and (iii) Segregation of waste
4	Above 500 and upto 1000 Sq.m.	(i) Rain water harvesting and ground water recharging; (ii) waste water recycling and reuse; (iii) Installation of solar assisted water heating systems; (iv) lighting of common areas by solar energy or LED devices; (v) Segregation of waste	(i) Rain water harvesting and ground water recharging; (ii) waste water recycling and reuse; (iii) Installation of solar PV cells; (iv) Installation of solar assisted water heating systems; and (v) lighting of common areas by solar energy or LED devices; (vi) Segregation of waste
5	Above 1000 and upto 3000 Sq.m.	(i) Rain water harvesting and ground water recharging; (ii) waste water recycling and reuse; (iii) reduction of hardscape; (iv) Installation of solar PV cells; (v) Installation of solar assisted water heating systems; (vi) energy efficiency in HVAC (vii) lighting of common areas by solar energy or LED devices; (viii) Segregation of waste	(i) Rain water harvesting and ground water recharging; (ii) waste water recycling and reuse; (iii) reduction of hardscape; (iv) Installation of solar PV cells; (v) Installation of solar assisted water heating systems; (vi) energy efficiency in HVAC (vii) lighting of common areas by solar energy or LED devices; (viii) Segregation of waste

6	Above 3000 Sq.m.	(i) Rain water harvesting and ground water recharging; (ii) low water consumption and plumbing fixtures, (iii) waste water recycling and reuse; (iv) reduction of hardscape; (v) Installation of solar PV cells; (vi) Installation of solar assisted water heating systems; (vii) low energy consumption lighting fixtures, (viii) energy efficiency in HVAC (ix) lighting of common areas by solar energy or LED devices; (x) Segregation of waste (xi) Organic waste management	(i) Rain water harvesting and ground water recharging; (ii) low water consumption and plumbing fixtures, (iii) waste water recycling and reuse; (iv) reduction of hardscape; (v) Installation of solar PV cells; (vi) Installation of solar assisted water heating systems; (vii) low energy consumption lighting fixtures, (viii) energy efficiency in HVAC (ix) lighting of common areas by solar energy or LED devices; (x) Segregation of waste (xi) Organic waste management

(2)In pursuance of the National Sustainable Habitat Mission on Energy Efficiency in Building, the Authority shall encourage for adoption of Green Rating for Integrated Habitat Assessment (GRIHA), Leadership in Energy and Environmental Design (LEED), Indian Green Building Council (IGBC) and Energy Conservation Building Code (ECBC) (for Odisha ECBC Code and Guidelines -2011 refer Annexure-V) rating certification for new and existing buildings. The incentive for the same would be based on applicable State Government policy as applicable from time to time.

52.Signs and outdoor display structures.— (1) Signs and outdoor display structures shall be governed by the relevant provisions of the Odisha Municipal Corporation Act, 2003 or the Odisha Municipal Act, 1950, as the case maybe, for Municipal Corporation area and other Urban Local Bodies areas coming within the jurisdiction of Development Authority:

Provided that the Authority may specify, with the approval of the State Government, signage design guidelines for any urban area or part of urban area or a group of urban areas.

(2)For the areas outside Urban Local Body which is coming within the Development Plan area, the Authority shall specify the guidelines.

53.Promotion of Sustainable Urban Transport.— To promote and develop sustainable urban transport infrastructure, the Authority, with prior approval of State Government, may specify in the regulations, the standards of street design, setting up and operationalization of Public Bicycle Sharing (PBS) programme, infrastructure at plot or project level to promote non-motorised transport and public transport, street improvement programme etc.

54.Urban Design and Built Form.— The Authority, with the prior approval of the State Government, may specify regulations to regulate or preserve or achieve a certain Urban Design and Built-form characteristics of any defined area or street within its jurisdiction and the Authority may specify different regulations for different areas based on its locality or context.

55.Wetland and Water Sensitive Urban Design.— The Authority, with prior approval of the State Government, may specify regulations to regulate development activities near notified wetlands, lakes, reservoirs and low lying areas including Environmentally Sensitive Zones and water bodies demarcated in the Development Plan and to encourage sustainable drainage and low impact development in such areas.

56.Reference to standards.— The standards relating to water and sanitation requirements, fire protection and fire safety requirements shall be referred to as given at Annexure-VI, Annexure-I and II and Annexure-III, respectively.

57.Development norms for smart infrastructure.— (1) Every apartment, commercial, institutional, high-rise building and all buildings with a plot size of 1 acre and more shall have provision for Information and Communication Technology (ICT) landing point in the form of a room near the main entrance gate of dimension not less than 3 meters × 4 meters and having 3 meters clear height and the room shall have two fire proofs doors of 1.2 meters width opening outwards along with adequate ventilation in the form of windows or ventilators and such room shall not be counted in coverage and FAR calculations.

(2)Provision of smart metering shall be mandatory for every apartment, commercial, institutional, high-rise buildings and all buildings with a plot size of 1 acre and more within the jurisdiction of Municipal Corporation and the Authority may notify, from time to time, standards for provision of such smart metering and infrastructure required for the same.

(3)The Competent Authority may specify standards and norms from time to time, for development of smart buildings, smart infrastructure and open spaces within the areas being taken up for development under the Smart City Mission and such other programme.

CHAPTER –IV

REQUIREMENT OF SPECIAL OCCUPANCY

58.Apartment.— (1) In Apartment building with joint ownership of land, the owner or developer shall provide floor space for house owner's society office and assembly at the rate of one square meter per flat, provided that the minimum area shall not be less than 12 square meters.

(2)One staircase for every 6 dwelling units or fraction thereof in a floor shall be provided.

(3)The minimum width of approach road to the plot shall be 9 meters for Apartment buildings.

(4)Reservation of affordable housing i.e., EWS and LIG housing shall be done as per provisions of affordable housing overlay.

59.Outhouse.— An outhouse with zero rear and one side set back may be permitted on a plot having an area not less than 150 square meters:

Provided that—

(i) the coverage of the outhouse shall not exceed 30 square meters and the height shall not exceed 3 meters;

(ii) the built up area of the outhouse and that of the main building together shall not exceed the permissible FAR for the concerned plot;

(iii) the outhouse shall not cover more than one third of the width and more than one fourth of depth of the plot and shall not abut any public road;

(iv) a minimum 1.5 meters strip of land shall be kept open to the sky between the main building and the outhouse;

(v) no opening either in the form of windows or doors or ventilators shall be provided to the adjoining properties; and

(vi) outhouses with sloping roof would only be permitted and in no case permission for outhouses would be granted with reinforced concrete cement flat roof.

60.Requirements for old settlement area.— (1) In an old settlement area, permission to erect a building may be given on the basis of the available width of means of access, provided that where the width of means of access is 4.5 metres or less, the coverage shall be limited to 50% of the plot area and the maximum height of the building shall be limited to two storey and the F.A.R. shall be limited to 1.00.

(2)For plots with narrow width, i.e. a width of 7.5 meters or less, zero setbacks may be allowed on one side with a passage of one meter on the other side.

(3)The rear setback and front setback shall not be less than 3.0 meters and 1.5 meters, respectively.

(4)In each house on a old settlement plot having one side setback, an internal court-yard of not less than 10 square meters in area and not less than 2.5 meters in width shall be provided in such a way that at least one wall of each living room abuts such court-yard or a verandah opening to such court-yard.

(5)Construction proposed in all existing buildings which have been divided into parts by partition or sale or otherwise may be permitted (without insisting on front, rear or side setbacks) subject to fulfilment of following provisions, namely:—

(i) coverage provided for the upper floor shall not exceed 75% of the plinth area of existing floor for organizing an open terrace to facilitate light and ventilation to the habitable rooms;

(ii) separate arrangement shall be made for drainage of the storm water;

(iii) ventilators may be permitted above lintel height on production of no objection certificate from the owners of the adjacent plot to which the ventilators abuts, but no window overlooking others property may be permitted without obtaining his written consent in the shape of an affidavit.

(6)For construction on the first and subsequent floors on existing floors in old settlement area, on zero setbacks on one sides may be permitted, provided that the construction does not lead to closing down of windows or ventilators or skylights of the neighbouring plot which are already existing lawfully.

(7)While according permissions without providing required setbacks, no-objection certificate in the shape of an affidavit from the side neighbour may be obtained and reasons for the same may be recorded in writing.

61.Semi- detached and row housing.— (1) Owners of adjacent similar dimension plot abutting a road may be permitted to construct row or semi-detached buildings.

(2)The orientation of the row or semi-detached building shall preferably be such that the prevailing summer breeze can be availed by each dwelling unit.

(3)For semi-detached buildings over two adjacent plots, the setbacks, the height and the FAR shall be regulated by treating both the plots as one.

(4)In case of row housing, the length of a row shall not exceed 50 meters along the road on which such houses abut.

(5)In case, the dwelling units in a row are scattered, the maximum length of the road shall be 100 meters.

(6)For row houses the ground coverage shall not be allowed to exceed 60% and the FAR more than 1.75.

(7)The minimum size of the plot on which a unit of a row housing may be allowed shall be 30 square meters.

62.Shop cum residence.— Where plots are allotted in a row for shop-cum-residential purpose, the Authority may allow construction of shop-cum-residential building without any side set backs up to a depth of 10 meters from the front exterior wall:

Provided that no part of the building up to said depth is used for residential purpose on the ground floor and no building exceeding 12 meters in height shall be allowed to be constructed on a shop-cum-residential plot, unless so permitted under the Development Plan:

Provided further that the shop-cum-residence shall have only 2/3rd of the total floor area used for shops:

Provided also that the FAR and other parameters shall conform to that specified for commercial buildings.

63.Assembly Buildings (Cinemas, Theatres, Multiplex, Auditorium, Museum, Exhibition hall, Gymnasium, Stadia, Restaurant, Club room, etc.).— (1) The relevant provisions of the Odisha Cinemas (Regulations) Rules, 1954 shall apply for planning, designing and construction of Cinema and Theatre buildings.

(2) The minimum width of the means of access for Cinema hall, Multiplex, convention centers and stadium shall be 18 meters.

(3)No permission for construction of a assembly building to be used as a cinema hall, theatre or auditoria for cultural show, shall be granted unless the construction of such buildings conforms to the provisions of the Odisha Cinemas (Regulations) Act, 1954 and the Odisha Cinematograph Rules, 1939, the National Building Code of India or any other law on the subject for the time being in force in the State.

(4)No permission to construct a cinema hall on a site shall be given unless such site has been approved by the Authority for the purpose.

(5)Excepting provision for restaurant and incidental facilities no other use shall be permitted in a cinema building.

(6)All cinema, multiplexes, theatres or auditoria buildings shall conform to IS; 4878-1986 and acoustics design of such buildings shall adhere to the requirements of IS; 2526-1963.

(7)Exits and fire safety requirements shall be in accordance with Part IV (Fire and life safety) of the National Building Code of India.

(8)Parking norms shall apply as per provisions of rule 37 of these rules.

(9)Requirements of water supply, drainage and sanitation shall be as per provisions of the National Building Code of India.

(10)Notwithstanding anything contained in rule 63, the setback provision for multiplex shall be as prescribed in Table No.14 below.

Table No. 14: Setback provision for multiplex

Sl. No	Category of Multiplex	Minimum Front Setback	Minimum setback on all other sides
(a)	(b)	(c)	(d)
1	Independent multiplex building (Total built up area of 90% or more under cinema hall with commercial use limited to 10% of total built-up area shall be considered as Independent multiplex building.)	12	6
2	Multiplex within commercial building where the area under multiplex is more than 1/3rd of total built-up area or total number of seats exceeding 400	9	6
3	Multiplex within commercial building where the area under multiplex is not more than 1/3rd of total built-up area or total number of seats is not more than 400.	7.5	6

Note:—

(i) In case of multiplex within commercial building, special buildings or high-rise buildings, the higher setback prescribed for any of the aforesaid activities under these rules shall be applicable

(ii) In case of multiplex buildings the exterior open space around a building for a width of

7.5 meters shall be kept unbuilt except where the open space requirement is less than 7.5 meters, the entire specified open space shall be kept unbuilt. It shall be constructed of hard surface capable of taking load of fire engine weighing up to 45 tonnes.

64.Commercial activity in mixed use building.— (1) Subject to provisions of the zoning regulations, in mixed-use buildings, commercial activity shall be permitted as per the following criteria, namely:**—**

(i) for road width of 12m, commercial use shall only be allowed in ground floor:

Provided, if additional front- setback of 2m. is provided above the minimum setback and without front boundary wall, then the total front setback may be considered towards parking area calculation as surface parking;

(ii) for road width of 18m and above but less than 24m, only ground and first floor shall only be allowed for commercial use.

(iii) for road width of 24m and above but less than 30m, commercial use shall only be allowed in the ground, first and second floors.

(iv) for road width of 30m and above, commercial use may be provided in all floors.

(2) Commercial activities shall be permitted on 9 meter wide road in the ground floor up to a depth of 10 meters from the front setback line:

Provided, if additional front- setback of 1m. is provided above the minimum setback and without front boundary wall, then the total front setback may be considered towards parking area calculation as surface parking;

(3) Subject to provisions prescribed under sub-rule (1) and (2) above and zoning restrictions of the Authority, apartments and housing projects with commercial activities limited to 5% of the built-up area shall not be considered as mixed-use buildings.

65.Hotel Premises.— (1) A hotel premises may also have other permitted activities along with hotel activity, namely, service apartment, banquet, conferencing facilities, restaurant, swimming pool, health club, food court and discotheque**.**

(2) Commercial offices, retail and service shops to be restricted to 20% of Floor area in Hotel Premises.

(3)In case of land allotted by Government for Hotel purpose the commercial activity shall be permitted upto 20% of floor area, if specific provision for extent of commercial activities is not mentioned in the condition of lease or auction:

Provided that, if the extent of commercial usages have been specified in the terms and conditions of the lease deed/auction and if the same exceeds 20% of floor area, the same shall be allowed, subject to overall limit prescribed by the Authority in the regulations.

(4) The commercial activity to be permitted within a hotel premises, shall be in compliance to the use restriction specified in zoning regulations and other provisions of these rules applicable to the specific commercial activity proposed within the hotel premises.

66.Liquefied petroleum gas or Gas Cylinder Godown.— (1) Vacant space shall be maintained at all times as given in Table No.15 below:

Table No. 15: Minimum distances required for storage shed of liquefied petroleum gas cylinders

Sl. No	Quantity of Compressed Gas in Cylinders (Kg.)	Minimum Clear Distance to be kept (in meters)
(a)	(b)	(c)
1	0-100	1
2	101 –1000	3
3	1001- 4000	5
4	4001-8000	7
5	8001-12000	9
6	12001-30,000	12
7	Over 30,000	15

(2)Notwithstanding anything contained in the conditions specified in the Table, cylinders containing liquefied petroleum gas exceeding 100 kilograms but not exceeding 300 kilograms, may be kept in a storage shed forming part of, or attached to building, if it is separated there from by a substantial partition and the only means of access to it is from outside and such a storage shed shall not be situated under any staircase or near other entrances to or exits from the rest of the building or other buildings.

(3)A shed used for storage of liquefied petroleum gas cylinders shall be surrounded by a suitable fence to prevent unauthorized persons from having access to the shed.

67.Norms for Petrol Pump.— (1) Minimum distance from the road intersections shall be—

(i) for minor roads having less than 30 meters width -- 50 meters.; and

(ii) for major roads having width 30 meters or more -- 100 meters.

(2)The minimum distance of the property line of petrol pump from the Centre line of the road shall not be less than 15 meters on roads having less than 30 meter width. In case of roads having 30 meter or more width, the width of the road shall be protected.

(3)Plot size shall be—

(i) for filling stations only -- 30 meters × 17 meters;

(ii) for filling-cum-service station -- 36 meters × 30 meters;

(4)The frontage of the plots mentioned in clause (i) and (ii) of sub-rule (3) shall not be less than 30 meters.

(5)Other conditions shall include—

(i) new petrol pump shall not be located on roads having less than 30 meters width;

(ii) every petrol pump shall adhere to the norms as prescribed in IRC Code: 12-

2009, as amended from time to time; and

(iii) every petrol pump shall have public toilets with Water Closet (WC) separately for men and women.

(6)Other controls for installation of petrol pump shall include—

(i) Ground coverage -- 20% ;

Note: Ground coverage will exclude canopy area

(ii) FAR -- 0.20 ;

(iii) Max. height -- 7 meters ;

(iv) Canopy equivalent to permissible ground coverage within setback line;

(v) Front set back -- minimum 6 meters

(7)Other requirements for installation of petrol pump shall be—

(i) NOC from Explosives and Fire Department

(ii) License from the District Magistrate

(8)In case of Compressed Natural Gas (CNG) mother station—

(i) Plot size (Max) -- 36 meters × 30 meters
(ii) Maximum ground coverage --20%
(iii) Maximum height -- 7 meters (single storey)
(iv) Building component -- control room, office, dispensary, store, pantry and W.C.

68.Farm House.— (1) For construction of Farm House Building in Agricultural Use Zone, minimum size of plot shall not be less than 1.00 hectare.

(2)Maximum coverage and FAR shall be as given in Table No.16 below:

Table No. 16: Maximum Coverage and FAR

Sl.No.	(a)	(b)
1	Maximum permissible ground coverage for all types of activity	15 percent
2	Maximum built-up area (BUA) allowed	500 square meters for every 1 Ha.
3	Residential accommodation of watch and ward/maintenance staff	100 square meters
4	Maximum height	7 meters
5	Setbacks	Front/side abutting road 15.0 meters and all other sides 9.0 meters

(3)Minimum 65% percent of the total area of the farmhouse shall be under plantation

or cultivation and at least 100 trees per hectare shall be planted out of which at least 50 percent shall be evergreen trees.

(4)In case of a plot for a farmhouse having dwelling units, the owner thereof shall be responsible to make lawful arrangements for potable water.

(5)The owner shall be responsible to provide drains in the farm house to be used for rain water and in case of dairy farm open or closed sanitary drains to clean sheds, as may be required by the Authority.

(6)The owner shall be responsible to provide septic tank with necessary disposal trenches for disposal of human and animal waste in the farmhouse within his own premises.

(7)The owner of a farmhouse shall obtain electric connection directly from the appropriate authority authorized for distribution on such terms and conditions at his own cost as decided by the appropriate Authority.

(8)For the purpose of sub-division of land for farmhouse, provisions of rules for approval of layout provided in Chapter-VII shall apply.

(9)Norms for solid waste management shall apply.

(10)The permitted activity of farm house shall not be modified into other activities.

69.Country Homes.— (1) For construction of Country Homes in Agricultural Use Zone, minimum size of plot shall not be less than 2000 square meters which shall be low density residential areas in peri-urban and rural areas and the minimum size of the project in such areas for approval shall be at least 10 acres.

(2)Maximum coverage and FAR shall be as given in Table No.17 herein contained—

Table No. 17: Maximum coverage and FAR

Sl. No.	(a)	(b)
1	Maximum permissible ground coverage for all types of activity	15 percent
2	Maximum built-up area (BUA) allowed	250 square meters for every 2000 square meters of plot area.
3	Residential accommodation of watch and ward/maintenance staff	20 square meters
4	Maximum height	7 meters
5	Setbacks	Front/side abutting road 15.0 meters and all other sides 9.0 meters

(3)Minimum 65% percent of the total area of the country-home shall be under plantation or cultivation and at least 100 trees per acre shall be planted out of which at least 50 percent shall be evergreen trees.

(4)In case of a plot for a country-home having dwelling units, the owner thereof shall be responsible to make lawful arrangements for potable water.

(5)The owner shall be responsible to provide drains in the country-home to be used for rain water and in case of dairy farm, open or closed sanitary drains to clean sheds, as may be required by the Authority.

(6)The owner shall be responsible to provide septic tank with necessary disposal trenches for disposal of human and animal waste in the country home within his own premises.

(7)The owner of a country home shall obtain electric connection directly from the appropriate authority authorized for distribution on such terms and conditions at his own cost as decided by the appropriate Authority.

(8)For the purpose of sub-division of land for country homes, provisions of rules for approval of layout provided in Chapter-VII shall apply.

(9)Norms for solid waste management shall apply.

(10)The permitted activity of country homes shall not be modified into other activities.

CHAPTER –V

ADDITIONAL REQUIREMENTS FOR HIGH RISE BUILDINGS, HOUSING PROJECTS/ SCHEMES, APARTMENTS AND SPECIAL BUILDINGS:

70.Restriction on construction of high-rise building.— (1) Construction of high-rise buildings shall not be permitted in villages, as notified by the Authority, from time to time.

(2)The Authority may, with prior approval of the State Government, restrict construction of high-rise buildings in any peri-urban or rural area within its jurisdiction on the basis of assessment of the available utilities or infrastructure such as drainage, solid waste management, transport, water management required for urban settlements or habitats.

(3)Where conditional permissions have been granted before commencement of these rules, development shall be controlled as per regulations under which such permission were given:

Provided that this relaxation shall not be allowed where such development was made in violation of heritage zone condition.

71.Main Entrance.— (1) The main entrance to the premises shall not be less than 6 (six) meters in width in order to allow easy access to fire engine and the gate shall fold back against the compound wall of the premises, thus leaving the exterior access way, within the plot, free for the movement of fire service vehicles:

Provided that if archway is provided over the main entrances, the height of the archway shall not be less than 5 (five) meters.

(2)For high-rise Housing Projects on one plot, the access way within the premises shall not be less than 7.5 (seven and half) meters in width and the open space between buildings

shall be as specified under rule 34.

(3)The space set apart for providing access within the premises shall in no case be included in the calculation of requirements pertaining to parking spaces and other amenities required to be provided for the building.

(4)Every access way shall be properly drained and lighted to the satisfaction of the Authority and manhole covers or any other fittings laid within the right of way of the access way shall be flushed with the finished surface level of it so as not to obstruct safe movement of men and vehicles.

(5)Reconstruction, addition or alteration to any high-rise building shall not be taken in a manner which shall reduce the width of the access way to a level below the minimum prescribed limit under these rules.

72.Exit.— (1) Every high rise building meant for human occupation or assembly, shall be provided with exit sufficient to permit safe escape of the occupants in case of fire or other emergencies.

(2)An exit may be a door-way, corridor, passage way to an internal or external staircase or to a verandah or roof or terrace having access to a street.

(3)Exits shall be so arranged as to provide continuous means of access to the exterior of a building or exterior open space leading to a street without passing through any occupied unit.

(4)Exits shall be so located that the travel distance on the floor shall not exceed 20 (twenty) meters in case of residential, educational, institutional and hazardous occupancies and 30 (thirty) metres in the case of assembly, business, mercantile, industrial and storage occupancies.

(5) If the provision specified at clause 4.4.2.4 of Part-IV of National Building Code of India 2016 regarding travel distance based on occupancy and construction type (fire resistance rating) is completely adhered to, then such travel distance shall be considered as compliance towards provisions of sub-rule (4).

(6)Wherever more than one exit is required for a floor of a building, exits shall be placed at a reasonable distance from each other as possible.

(7)All the exits shall be accessible from the entire floor area at all floor levels.

(8)There shall be at least two exits serving every floor and at least one of them shall lead to a staircase.

(9)The width of every exit shall not be less than one metre and shall be provided as specified in Table No.18 below:

Table No. 18: Number of Occupants as per type of Occupancy			
Sl. No.	Type of occupancy	Number of occupants per unit exit width	
		Staircase	Terrace
(a)	(b)	(c)	(d)
1	Residential	25	75
2	Mixed and other uses	50	75

Explanation:—

(a) Lifts and escalators shall not be considered as an exit.

(b) 'Travel distance' means the distance from any point in the floor area to any exit measured along the path or egress except that when the floor areas are sub-divided into rooms, used singly or of rooms and served by suite corridors and passage, the travel distance may be measured from the corridor entrance of such rooms or suites to the nearest staircase or verandah having access to the street.

(c) The definition of travel distance shall be as specified in NBCI 2016, in case the same is provided in complete compliance of Clause 4.4.2.4 of Part-VI of NBCI.

(d) The unit of exit width, used to measure the capacity of any exit, shall be 500 mm. A clear width of 250 mm shall be counted as an additional half unit. Clear widths less than 250 mm shall not be counted for exit width.

73.Structural Safety Design, Standards and other requirements.— (1) The structural design of foundation, masonry, timber, plain concrete, reinforced concrete, pre-stressed concrete and structural steel shall be carried out in accordance with provisions related to structural design, loads, foundation, wood, masonry, concrete and steel of the National Building Code of India taking into consideration all relevant Indian Standards prescribed by Bureau of Indian Standards for general structural safety, for cyclone or wind or storm protection, for earthquake protection and for protection of landslide hazard. (Refer to Annexure-VII for list of relevant Indian Standards)

(2)All material and workmanship shall be of good quality conforming generally to the accepted standards of Public Works Department and Indian standard specification and codes as included under Building Materials and Construction practices and safety of the National Building Code of India.

(3)The provisions of these rules are not intended to prevent the use of any material or method of design or construction not specifically prescribed in these rules provided any such alternative has been approved as part of specification provided under clause (x) of sub-rule (2) of rule 5.

(4)The building materials approved by Bureau of Indian Standards (B.I.S.) or any statutory body will form part of the approved building material and technology as part of the rules.

(5)The Planning design and installation of electrical installations, air conditioning installation of lifts and escalators can be carried out in accordance with provisions prescribed for Building Services, Lighting and Ventilation, electrical and Allied installation, air conditioning and heating, acoustics, sound insulation and noise control, installation of lifts and escalators in the National Building Code of India.

(6)The requirements of electric sub-station and the provisions of electric sub-station

shall also require approval from the concerned Authority.

(7)The planning, design, construction and installation of water supply, drainage and sanitation and gas supply system shall be in accordance with relevant provisions of the National Building Code of India.

CHAPTER –VI
OVERLAY RULES

74.Affordable Housing Overlay Rules.— (1) With a vision to ensure access to formal housing for all sections of society living in Development Area, following development control norms (affordable housing overlay) are prescribed for facilitating development of EWS or LIG or MIG housing units.

(2)The category-wise, size of the dwelling units shall be as given in Table No.19 below:

Table No. 19: Category wise size of dwelling units

Sl. No.	Category of Dwelling Units	Size of the Dwelling Units (in square meters of carpet area)
(a)	(b)	(c)
1	Economical Weaker Section (EWS)	Up to 30 square meters
2	Low Income Group (LIG)	Up to 60 square meters
3	Middle Income Group –I (MIG-I)	Up to 160 square meters
4	Middle Income Group –II (MIG-II)	Up to 200 square meters
Note: The size of the dwelling units shall be modified, if the sizes are varied in the "Policy for Housing for all in Urban Areas, 2015", as amended from time to time.		

(3)Maximum density for EWS and LIG Housing projects shall not exceed beyond the limits as specified in Table No.20 below:

Table No.20: Maximum Density specification for EWS and LIG housing

Sl. No.	Plot Area (in square meters)	Maximum Density (Dwelling Unit/ Acre)
(a)	(b)	(c)
1	Up to 4000 square meters	300 dwelling units per acre
2	From 4000 square meters to 10000 square meters	250 dwelling units per acre
3	Plots more than 10000 square meters	200 dwelling units per acre

(4)The following relaxations in development control regulations and building norms shall be applicable to the extent of Economically Weaker Section (EWS) and Low Income

Group (LIG) housing in apartment building and housing projects, namely:—

(i) The distance between two building blocks shall be a minimum of 2 meters.

(ii) Parking requirements for Affordable Housing Projects can be accommodated within setback areas, between building blocks or open areas subject to condition that at least 1.2 meter driveway for one side parking and 1.5 meter driveway for both side parking, shall be provided.

(iii) The side setbacks may vary depending upon the plot size and plan prepared for a particular project, subject to provision of at least 1 meter side setback on either side. The sum total of both side setbacks in a particular project shall comply with these rules.

(iv) The DP&BP committee may relax the requirement of minimum RoW of the means of access to not less than 6 meters for non-high rise apartment building.

(v) One staircase for every 12 dwelling units or fraction thereof in a floor shall be provided.

(5)For the purpose of ensuring provisions of Housing for all, the State Government has notified a policy that is "Policy for Housing for All in Urban Areas, Odisha- 2015" which prescribes mandatory development of EWS housing, incentives to be given to private developer and Government agencies in terms of FAR, norms for promotion of mixed use development and relaxations in terms of various fees and charges.

(6)The "Policy for Housing for All in Urban Areas, Odisha- 2015", as amended from time to time, shall be applicable to building plan approval of all such projects:

Provided that incentives and provisions prescribed in this policy for promotion of affordable housing are model specific that is to say, a provision under one model cannot be made applicable to projects taken up under another model.

(7)To ensure development of MIG housing, following incentives shall be provided, namely:—

(i) in apartments and housing projects, for the dwelling units under MIG category, parking requirements shall be calculated at minimum of 25% of total built-up area of such dwelling units;

(ii) the developer shall be entitled to receive additional FAR equivalent to 20% of the built-up area utilized for MIG units and the said additional FAR can only be utilized in the same project subject to a maximum additional FAR of 0.25.

(8)External infrastructure that is development of road connectivity as per plan, street lighting, water supply, sewerage connection, solid waste management facility and public transport services to the battery limits of projects taken up under Model- 3, 4 and 5 of the Policy for Housing for All in Urban Areas, Odisha— 2015 shall be provided by concerned Government agencies without any infrastructure or development charges to the projects.

(9)In case of Slum Improvement and EWS housing, the building parameters shall be applicable as per "Policy for Housing for all in Urban Areas, 2015", as amended from time to time.

75.Transit Oriented Zone (TOZ) Overlay Rules.— (1) This Overlay Zone provides opportunity for mixed use and higher density development along the notified transit priority corridors to encourage and promote compact mixed use development in this zone and TOZ shall help in sustainable urban development by ensuring that maximum number of people can live, work or find means of recreation within walking or cycling distance of the transit priority corridors.

(2)The transit priority corridors, extent of the TOZ along such corridors and applicability of development control norms in such TOZ shall be notified by Authority, from time to time and the same shall be defined as per the following overall framework, namely: —

(i) up to maximum of 400 meters wide belt on both sides of centre line of the notified transit priority corridors can be TOZ;

(ii) in case a part of plot or project site falls within notified TOZ, then the whole plot or project site shall be included in TOZ;

(iii) development control norms overlay shall be within the overall framework of sub-rule (4).

(3)TOZ overlay will override general provisions of development control regulations to the extent provided herein but the same shall not override the provisions related to following:

(i) Environmentally Sensitive Zone;

(ii) Special Heritage Zone;

(iii) Open Space Use Zone;

(iv) Agricultural and Forest Use Zone;

(v) Water Bodies Use Zone;

(vi) any other use zones in which higher intensity of development allowed under TOZ is not desirable, as decided by Authority, from time to time.

(4)The following Development Control Norms shall be applicable in TOZ Overlay, namely;—

(i) The TOZ shall allow flexibility in provision of a mix of various uses within the same plot, with the exception of the following polluting and potentially hazardous uses affecting security, safety and environmental quality, of such areas,

(a) Retail shops - building materials, timber, building products, marble, iron, steel and sand, firewood, coal,

(b) Repair shops - automobile repair and workshops, cycle rickshaw repairs, tyre resorting and retreading, battery charging,

(c) Service shops - flour mills, (more than 3 KW power load), fabrication and welding,

(d) Storage, godown and warehousing,

(e) Manufacturing units (excluding household industry),

(f) Junk shop,

(g) Other hazardous, polluting and nuisance causing uses,

(h) any other use which in view of Authority is analogous to entries listed above;

(ii) maximum permissible FAR shall be allowed in TOZ as prescribed under rule 35;

(iii) mixed use of the plot or project site and/or building shall be permitted in TOZ subject to following conditions, namely:—

(a) principal use shall cover not less than 50% (fifty percent) of total built-up area and rest of the built-up area may cover any one or more of the permissible uses;

(b) for the purpose of this rule, principal use may be any of the permissible uses as allowed under clause (i);

(iv) The front setbacks on some or a part of the Transit Priority Corridors, having character of commercial streets, shall have fixed frontal setbacks as provided in Table No.21. The extent of such streets shall also form the part of the notification of Transit Priority Corridor notified by the Authority under sub-rule (2);

(v) The fixed frontal setback is required to achieve a continuous building facade along a street edge to form a build-to line and it is further provided that all buildings shall be required to coincide with this line up to a minimum of 50% (fifty percent) of this line; and

Table No. 21: Fixed frontal setback for Buildings

Sl No.	Front Setback (in meters)	Width of Street Fronting the Plot (in meters)
(a)	(b)	(c)
1	1.5	Up to 9.0
2	3.0	Above 9.0 and up to 18
3	4.5	Above 18 and up to 30
4	4.5	Above 30

Note.— The Authority may modify the norms prescribed in the Table as per character prevailing in their development area concerning to TOZ.

(vi) In the plots/ project sites for which provisions of 10% (ten percent) EWS housing are mandatory as per affordable housing overlay, additional provisions shall be made for reservation of 10% (ten percent) of built-up residential space for LIG or MIG housing and for such reservations, incentives allowed under affordable housing overlay shall be available;

(vii) All apartment building, housing projects, commercial, public buildings, mixed-use buildings shall not have any boundary wall and the entire setback area shall be considered as Public Open Space (POS):

Provided that provision of plantation, underground rainwater harvesting structure, ground water recharging pits, electric-substation and public

washroom complex shall be permitted in such setback area and the Authority may prescribe guidelines for siting of abovementioned provisions within such public open spaces:

Provided further that in case of high-rise buildings the setback around the building for a width of 7.5 meters shall be kept unbuilt and free from obstruction except where the open space requirement is less than 7.5 meters, the entire specified open space shall be kept unbuilt and it shall be constructed of hard surface capable of taking load of fire engine weighing up to 45 tonnes;

(viii) Provision of a minimum 10% (ten percent) of additional Public Open Space (POS) shall be mandatory in all developments over plot size of more than 2000 square meters. This shall be subject to the following conditions, namely:—

(a) This Public Open Space shall be open to all and shall provide facilities like badminton court, tennis courts, basketball courts, bus stops, toilets;

(b) Public amenities provided in POS as part of the development shall be exempted from calculation of FAR;

(c) The Authority may prescribe guidelines for effective utilization of such public open spaces;

(ix) For plot size more than 1 Acre, Through-Block Linkages of width not less than 3.0 meters shall be provided to improve connectivity and to encourage walkability within the TOZ; and

(x) The area under Setbacks, Public Open Space and Through Block Linkage shall be surrendered to the Authority without any cost and the authority, in lieu of such surrendered land shall provide TDR certificate to the applicant as prescribed under sub-rule (4) of rule 36.

76.Mixed-Use Zone Overlay Rules.— (1) This Overlay Zone provides opportunity for development of a diversified and pedestrian oriented urban environment where a mix of uses are encouraged, by allowing greater flexibility in development and to promote walk-to-work environment.

(2)Mixed Use Overlay shall be applicable only on streets with width of 18 meters or more, as notified by Development Authority after due consultation with all stakeholders and subject to all such norms, terms and conditions including charges, if any, as are prescribed in such notification.

(3)Mixed use Zone overlay shall override general provisions of development control regulations to the extent provided herein but same shall not override provisions of other following overlays or land uses, namely:—

(i) Environmentally Sensitive Zone;

(ii) Special Heritage Zone;

(iii) Open Space Use Zone;

(iv) Agricultural and Forest Use Zone;

(v) Water Bodies Use Zone;

(vi) Transit Orientated Zone;

(vii) any other use zones in which mixed use development under this overlay is not desirable, as decided by Authority from time to time.

(4)The following Development Control Norms shall be applicable in Mixed use Overlay, namely;—

(i) The Mixed Use Overlay Zone shall allow flexibility in provision of a mix of various uses within the same plot, with the exception of the following polluting and potentially hazardous uses affecting security, safety and environmental quality, of such areas,—

(a) Retail shops - building materials, timber, building products, marble, iron, steel and sand, firewood, coal,

(b) Repair shops - automobile repair and workshops, cycle rickshaw repairs, tyre resorting and retreading, battery charging,

(c) Service shops - flour mills, (more than 3 KW power load), fabrication and welding,

(d) Storage, godown and warehousing,

(e) Manufacturing units (excluding household industry),

(f) Junk shop,

(g) Other hazardous, polluting and nuisance causing uses,

(h) any other use which in view of Authority is analogous to entries listed above;

(ii) The FAR utilization and mix of uses within various permissible uses shall be as per following conditions, namely:—

(a) principal use shall cover not less than 50% (fifty percent) and not more than 75% (seventy five percent) of total built-up area and rest of the built-up area may cover any one or more of the permissible uses and it is further provided that for the purpose of this rule, principal use may be any of the permissible uses as allowed under clause (i); and

(b) on the ground floor facing the main street, there shall be provision for retail or/and commercial use only and it is further provided that there shall be fixed frontal setbacks as provided in clause (v) of sub-rule (4) of rule 75, under TOZ overlay.

(c) Maximum FAR shall be allowed as per the provisions prescribed under rule 35.

CHAPTER –VII

PART–I

RULES FOR APPROVAL OF LAYOUTS

77.Scope and Applicability.— Approval for development of land shall be in nature of layout approval and layout approval to be given by Authority shall be either a Sub-divisional layout or a Site layout approval.

78.Application for Layout Plan Approval.— (1) Any person who intends to undertake development of land, carryout layout of land or for change of use of any land shall apply to the Authority in Form-I, as appended to the Odisha Development Authorities (Common Application Form) Rules, 2016, either online or in such other manner and as per such standard operating procedure as may be notified by the Competent Authority, from time to time.

(2)Every application shall be accompanied by fees as specified in the Odisha Development Authorities (Common Application Form) Rules, 2016.

(3)The application shall be accompanied with four copies of following documents and particulars duly signed by the persons who have prepared them and the owner or the applicant, namely;

(i) a key plan drawn to a scale of not less than 1:2,000 showing the boundary and location of the site with respect to neighborhood landmarks and means of access;

(ii) the site plan on a scale of 1:500 for plots up to 2 Ha in size and on a scale of 1:1000 for plots above 2 Ha in size; and showing the physical details of the land, the surrounding existing layouts/lands, boundaries of the site and of any contiguous land indicating—

(a) the position of the site in relation to neighboring streets and plots,

(b) the name of the streets(s) on which the layout is proposed to be situated, if any,

(c) all existing buildings standing on, over or under the layout site including existing service lines,

(d) the means of access to the proposed site showing width of the road;

(e) the direction of north point relative to the plan of the building,

(f) any physical features, such as well, drains, etc.,

(g) Such other particulars as may be specified by the Authority;

(iii) the part revenue map as per the details prescribed below—

(a) the site layout plan accompanied with an additional part revenue village map showing the boundary of the proposed project site superimposed over revenue plot boundaries and the revenue plot

numbers of all concerned plots within the project area and adjacent plots shall be mentioned on the map, and

(b) the sub-divisional layout plan accompanied with an additional part revenue village map showing the original revenue plot boundaries in thick black line and the final (sub-divided or amalgamated) plots in thick red line and the revenue plot numbers of all concerned plots within the project area and adjacent plots shall be mentioned on the map,

(iv) the layout plan drawn on a scale of not less than 1:500 containing—

(a) the scale and north point,

(b) the location of all proposed and existing roads with their existing and proposed or prescribed widths within the land,

(c) the dimensions of the plot in metric units along with building lines showing the setbacks with dimensions within each plot,

(d) the location of drains, sewers, public facilities and services and electrical lines etc.,

(e) the table indicating size, area and use of all the plots in the sub-division layout plan,

(f) the statement indicating the total area of the site, area utilized under roads, open spaces for parks, playgrounds, recreation space and development plan reservations, schools, shopping and other public spaces along with their percentage with reference to the total area of the site proposed to be sub-divided,

(g) in case of plots which are sub-divided in built up areas in addition to the above, the means of access to the sub-division from existing streets;

(v) the public utility and services network plan, which shall include all details of electricity network, water supply, drainage network, sewage disposal system and rain water harvesting system and this plan shall be made available to a scale not less than 1:500;

(vi) the landscape plan, which is to be developed to a scale of 1:500 for plots up to 2 Ha in size and the scale shall be 1:1000 for plots above 2 ha indicating the parks, playgrounds, plantation, trees, permeable/semi-permeable, impermeable circulation and parking spaces, pathways, bio-swales, rain gardens, detention/retention ponds, level of open spaces with respect to road level etc.;

(vii) the solid waste disposal and management plan for the layouts over an area of 0.4 Ha, showing the composting sites, positions marked for placement of waste bins as well as any other components as per the Solid Waste Management Rules, 2016 and such plan shall also give such other details as required by the Competent Authority;

(viii) the External Infrastructure Development Plan (EIDP) which shall include provisions of External infrastructure such as roads, road system landscaping, water supply, sewage and drainage system, electric supply transformer,

substations, solid waste management or disposal or any other work which may have to be executed in the periphery of or outside a project for its benefit. These infrastructure works shall be maintained as per norms prescribed by Competent Authority. For areas outside Urban Local Bodies, EIDP shall be checked and approved by Engineer Member of the Authority.

(ix) specifications, both general and detailed, giving type and grade of materials to be used, duly signed by the registered architect, engineer, shall accompany with the application.

(4)The following Certificates or Clearances shall be accompanied with the application submitted under sub-rule (2), namely:—

(i) in case the applicant is a trust, group of persons, partnership or a company, a registered agreement between the holder of the right, title and interest and the applicant, valid under the Transfer of Properties Act, 1882 (4 of 1882) and Copies of the Agreement and Article of Association, Memorandum and the Bye- laws;

(ii) necessary environmental clearance as per the EIA notification of the Ministry of Environment, Forest and Climate Change, Government of India.)

(iii) any other certificates or clearances as required under the Act or rules framed thereunder or as specified by the Competent Authority.

Note:— The requirement of submission of any No Objection Certificate along with application may be waived off by the Competent Authority as and when online system for building plan approvals becomes fully operational and as and when online system gets fully integrated with various Public Agencies for online issuance of No Objection Certificates.

(5) The distinct features required to be shown on the plan shall be prepared in a clear and legible manner with suitable markings or notations or indexation in order to understand the submitted drawings without ambiguity:

Provided that, in case of online layout plan application submission, the drawings are to be prepared in compliance to the provisions specified in the online approval system.

(6)The Competent Authority may prescribe guidelines, from time to time, to standardize and to bring clarity in layout plans which may include but not limited to colour code scheme for land-use distribution, colour code scheme for amenities and utilities proposed in the project, format for area analysis etc.

(7) The provisions under rule 7 to 13 and any other provisions prescribed under these rules in respect of layouts shall also be applicable.

(8)The Authority after receipt of such application shall either grant or refuse its approval for layout, as the case may be, in conformity with applicable planning norms and which shall be communicated to the applicant in Form II and Form III as appended to Odisha Development Authorities (Common Application Form) Rules, 2016, respectively.

PART–II

SUB-DIVISIONAL LAYOUT

79.Application for Sub-division Layout.— (1) The applications for sub-division shall be, in addition to the requirements specified under rule 78, accompanied by—

(i) a copy of Record of Rights of the land in question;

(ii) an affidavit with regard to the right, title and interest in the land and any other particular as Authority may require;

(iii) a no-objection certificate, from the lessor in case conditions of the lease deed does not permit undertaking sub-divisions as applied for;

(iv) a site plan traced out of revenue village settlement map in operation indicating therein in red colour the lands to which the application relates and surrounding plots;

(v) an index plan of the site showing adjoining areas within a radius of 150 meters around the proposed site marking clearly therein the boundaries of the proposed layout in red colour, existing road, structures, burial ground and high tension or low-tension power line passing through the site of the layout plan and the level of the site;

(vi) a detailed plan to a scale not less than 1:500 showing the proposed layout (sub-division) indicating size of plots, width of the proposed roads, open space and amenities provided;

(vii) land use analysis indicating the survey plot number, the bye-plot number, the detailed dimensions of all the plots, the area of each-plot and the use for which they are proposed to be put;

(viii) in case of land originally belonging to any religious endowments, a no-objection certificate from the endowment commissioner or wakf board as the case may be.

(2)The applicant shall deposit security as specified under sub-rule (2) of rule 9 and which may be refunded on compliance of conditions mentioned in sub-rule (5) of rule 9.

80.Use in relation to development plan.— (1) Sub-division of land shall normally be permitted for the purpose for which the concerned land is earmarked in the development plan and such sub-division may be for residential, commercial, industrial, institutional or combination of one or more of this purpose or such other purpose as may be considered conforming to the provisions in the development plan.

(2) Sub-division of land for residential purpose in Agricultural zone shall not be permitted unless such sub-division in the opinion of the Authority forms a part of the normal expansion of existing human habitation.

(3)If a part of the land proposed for development is required for development of roads and storm water drains under the development plan, then such land shall be surrendered to concerned Authority as per the provisions of Rule 36.

81.Use in relation to Layout plan.— (1) In every sub-division plan, spaces for roads, open spaces, public utilities and community facilities as specified in these rules or any such other facilities as the Authority may determine shall be incorporated.

(2)After a sub-division plan has been approved, the Authority shall not permit construction of a building on any of the plot unless the owners have laid down and made street or streets along with storm-water drains as per the approved plan.

(3)The land covered by community facilities, waste-segregation area and composting site, shall be handed over to resident welfare association or association of allottees to be used for the purpose for which it has been reserved in the layout.

(4)The land reserved for roads, open spaces and public utilities shall be made available to concerned local body by way of deed of gift, after development of aforesaid internal infrastructure:

Provided that, after surrender of the land reserved for roads and open spaces, the applicant shall be allowed TDR certificate against the surrendered land within the layout area, as per the provisions prescribed under rule 36.

(5) For layouts having total area more than 2 hectare, half of the area reserved for common plot shall be reserved for public transport uses and the said area shall be made available without any fees or charges to Authorities or agencies which are responsible for planning and development of public transport infrastructure for the layout area.

82.Size of the plot.— No sub-divided plot shall be less than 50 square meters and the Authority shall have the right to relax the same in special cases such as Affordable Housing Schemes.

83.Planning standards for reservation of land in sub-division layout.— Reservation of land in the sub-division layout shall be in the following manner, namely:—

(i) For plots having area less than 0.4 hectare,—

(a) all sub-divided plots shall be accessible by road having minimum width as mentioned in sub-rule (1) of rule 85;

(b) 10% (ten percent) of the area shall be developed for open space and common plots for community facilities, if number of sub-divided plots are more than 4 (four):

Provided that the reservation of land for open space shall not be less than 5%; and

(c) provision of plantation shall be given at the rate of minimum one tree per every 80 square meters of area covered under road and open space.

(ii) For plots having area from 0.4 hectare to 1 (one) hectare,—

(a) reservation of land for open spaces, roads, common plots for community facilities and public utilities shall be a minimum of 25%

(twenty five percent) of the total area of the layout, out of which at least 5 percent of the total area shall be reserved for open spaces;

(b) access road to the adjacent land locked plot is required to be provided and the owner of land has to develop the external access road and storm water disposal drain as determined by the Authority:

Provided that the owner of land shall have the option to pay to the Authority the cost of development of external access road and drain at the rates determined by the Authority in lieu of developing the same;

(c) the plot area as decided by the Authority shall be earmarked for on-site solid waste management as per relevant rules; and

(d) provision of plantation shall be given at the rate of minimum one tree per every 80 square meters of area covered under road and open space.

(iii) For plots having area above 1 (one) Hectare and up to 2 (two) Hectare,—

(a) the minimum reservation of land for open space, streets, community facility and public utilities shall be a minimum of 30% (thirty percent) of the total area of the layout, out of which at least 7.5 percent of the total area shall be reserved for open spaces;

(b) common plot with an area of at least 5% (five percent) shall be reserved for providing community facilities and public utilities;

(c) a public thoroughfare shall be provided on one side of the land, as decided by Authority, within the layout to provide access to the adjacent land locked plots, if any, which will not have access otherwise;

(d) the owner or owners of land has to develop the access road to the site and storm water drain to the site as determined by the Authority:

Provided that the owner of the land will have the option to pay to Authority the cost of development of external access road and drain at the rates determined by the Authority in lieu of developing the same;

(e) the plot area as decided by Authority shall be earmarked for on-site solid waste management as per relevant rules; and

(f) provision of plantation shall be given at the rate of minimum one tree per every 80 square meters of area covered under road and open space.

(iv) For plots having area above 2 (two) Hectare and up to 10 (ten) Hectare,—

(a) the minimum reservation of land for open space, streets, community amenities and public utilities shall be a minimum of 35% (thirty-five percent) of the total area of the layout, out of which at least 10% (ten percent) of the total area shall be reserved for open spaces;

(b) common plot with an area of at least 7.5 percent is to be reserved for providing community facilities and public utilities;

(c) a public thoroughfare shall be provided on at least one side of the land, as decided by Authority, within the lay out to provide access to the adjacent land locked plots, which will not have an access otherwise;

(d) the owner or owners of land has to develop the access road and storm water drain to the site as determined by the Authority:

Provided that, the owner or owners will have the option to pay to Authority the cost of development of external access road and drain at the rates determined by the Authority in lieu of developing the same;

(e) the plot area as decided by Authority shall be earmarked for on-site solid waste management as per relevant rules; and

(f) provision of plantation shall be given at the rate of minimum one tree per every 80 square meters of area covered under road and open space.

(v) For plots having area above 10 Hectare,—

(a) the minimum reservation of land for open space, streets and community facilities and public utilities shall be 40% (forty percent) of the total area of the layout, out of which at least 10% (ten percent) shall be reserved for open spaces;

(b) a maximum of 50% (fifty percent) of the gross area shall be used for residential purpose;

(c) mixed land use shall be provided in such layouts with a provision of maximum of 20% (twenty percent) of gross land area;

(d) common plot with an area of at least 10% (ten percent) is to be reserved for community facilities and public utilities;

(e) a public thoroughfare shall be provided at least on two sides of the land, as decided by Authority, within the lay out to provide access to the adjacent land locked plots, which will not have an access otherwise;

(f) the owner or owners of land has to develop the access road and storm water drain to the site as determined by the Authority:

Provided that, the owner or owners may have the option to pay to Authority the cost of development of external access road and drain at the rates determined by the Authority in lieu of developing the same;

(g) the plot area as decided by Authority shall be earmarked for on-site solid waste management as per relevant rules; and

(h) provision of plantation shall be given at the rate of minimum one tree per every 80 square meters of area covered under road and open space.

84.Reservation for Affordable Housing.— (1) Every plot with area more than 0.4 hectare shall have reservation of land for development of housing units for EWS and LIG.

(2)At least 20% (twenty percent) of saleable residential land shall be earmarked for EWS and LIG category.

(3)It is further provided that plots carved out for EWS and LIG categories in an approved layout shall not be amalgamated and or sub-divided, unless they are proposed to be developed as a housing project consisting of dwelling units of exclusively Economically Weaker Sections and Lower Income Groups.

(4)Minimum size for EWS and LIG plots shall not be less than 30 (thirty) square meters and 50 (fifty) square meters, respectively.

(5)In cases, where the land for layouts is less than 2 (two) hectare and where EWS or LIG plots are not being provided in such layouts, the applicant shall pay a "shelter fee" equivalent to 25% (twenty-five percent) of the Benchmark Value of land that would have been reserved for such EWS and LIG plots.

85.Hierarchy and Width of Roads.— (1) The hierarchy and width of roads in cases of sub-division layout shall be as per following extent, namely:—

(i) The site of sub-division layout shall have an access road from existing public or private pucca roads as specified in Table No.22 below:

Table No.22: Minimum road width (ROW) for Sub-division Layouts

Sl. No.	Area for Development (In Hectare)	Minimum Right of Way
(a)	(b)	(c)
1	Up to 1.0	9 meters
2	1.0 to 4.0	12 meters
3	Above 4.0	18 meters
4	Above 10.0	30 meters

Note: For EWS/LIG housing scheme, the minimum road width may be relaxed by the Authority.

(ii) The width of the internal roads of a sub-division layout shall be as specified in Table No.23 below:

Table No.23: Minimum ROW of Internal Roads

Sl. No.	Length of Road (in Meters)	Minimum ROW (in Meters)	
		Residential	Non-residential and Mixed Use
(a)	(b)	(c)	(d)
1	Up to 250	9.00	12.00
2	Above 250 and up to 500	12.00	18.00
3	Above 500 and up to 1000	15.00	24.00
4	More than 1000	18.00	

Explanation: - The length of the road shall be distance from the middle point where the roads meets the next higher roads.

(2)In case of layout for sub-division of plot in an existing built up area surrounded by buildings, the minimum width of access road can be relaxed by the DP and BP Committee and which can be done only in such cases where there is no possibility of widening the access road to the proposed sub-division layout to the standards as given in clause (i) of sub-rule (1) and this shall be subject to the condition that maximum FAR on the individual plots in such a layout shall be proportionately reduced.

(3)Further, in case of layouts for Economically Weaker Sections, the minimum road width may be relaxed to 6.0 meters.

(4)Provision of Cul-de-sac of minimum 7.5 meters radius shall be provided for dead end streets of 9 meters ROW with a maximum road length of 100 meters, however Cul-de-sac shall not be required in case the length of the road for the dead end street is only up to 25 meters.

(5)The road side drainage shall be an integral part of roads with provision of proper slopes so as to dispose-off rain water runoff.

(6)The side of the roads shall be provided with pathway by using pervious materials so as to ensure maximum ground water recharge.

86.Provisions for Industrial Layouts.— (1) The planning standards for reservations of land for sub-divisional layouts for industrial estates shall be as per rule 83 except as provided hereunder:

(i) except for the land reserved for open space, streets and common plots, the rest of the land may be utilised for any purpose as specified in the applicable industrial policy resolution of the State Government;

(ii) for areas above 10 hectare, also reservations for open space, streets, common plots may be limited to 35% of the total area of the layout, out of which 10% each shall be reserved for open space and common plots;

(iii) for layouts having total area more than 2 hectare, 5% of the total area shall be reserved for public transport uses. This area can be reserved out of half of the total reservation applicable for common plot areas and the said area shall be made available without any fees or charges to Authorities or agencies which are responsible for planning and development of public transport infrastructure for the layout area;

(iv) The land reserved for open space shall be located in one central place and out of which, an area to the extent of 5 percent of the open space area may be developed only with ground floor structure for the purpose of parking, water tank, public toilets, crèche and library and other such proposes which are incidental to the main purpose for which the open space is used; and

(v) provision of plantation shall be given at the rate of minimum one tree per every 80 square meters of area covered under road and open space.

(2)The common plot area may be used for Local Area offices, Post Offices, Telephone Exchange, Fire Stations, Police Stations, Electric Sub-station, Water Supply Works, Drainage Works, Common Facility Centre/Recreation Centre, Industries Association offices, Training Centre, Pollution Control Laboratories, Sulabh Shauchalaya, informal shopping.

(3)The size of the plot shall not be less than 300 square meters with minimum plot width of 15 meters.

87.Special Provisions.— (1) For plots or Bye plots which are sub-divided amongst members of a family under relevant laws, the provisions made under sub-division layout shall not apply provided such sub-divided land parcels are accessible by adequate width of road.

(2)For development of a sub-divisional layout for farm houses and country homes following norms shall apply, namely:—

(i) Plot size shall not be less than 1.0 hectare and 2000 square meters for farm houses and country homes; respectively;

(ii) Access road to each of the plot shall not be less than 9 meters; and

(iii) Community facilities and public utilities shall be developed over 10 percent of the area of the project.

(3)The land covered by roads, open spaces or other purposes shall be handed over to resident welfare association for use and maintenance, out of which, land reserved for roads and open spaces shall be made available to concerned local body or any Government agencies by way of deed of gift, if same is required by them.

PART–III

SITE LAYOUT APPROVAL

88.Applicability.— (1) Site layout approval shall be applicable to projects which are located on plots where layout approval for sub-division has not been taken.

(2)Site layout approval shall be for all category of projects including apartment building, housing projects, commercial, industrial, institutional or combination of one or more of this purpose or such other purpose as may be considered confirming to the provisions in these rules.

89.Site Layout Approval.— (1) Site layout approval of a land shall normally be considered only along with application for building plan approval and in such cases, application submitted in Form – I, as appended to the Odisha Development Authorities (Common Application Form) Rules, 2016 for building plan approval shall be sufficient.

(2)The applicant shall surrender such part of the land which is affected by roads and storm water drains proposed in development plan or is required for widening of roads as determined by the Authority before grant of permission.

(3)Surrender of land to the concerned Authority shall be free of all cost and charges and in lieu of such surrendered land, the applicant shall be entitled for grant of Transferable Development Rights (TDR) Certificate as per the provisions prescribed in rule 36.

(4)A public thoroughfare may be provided on at least one side of the land, as decided by the Authority, within the site lay out to provide access to the adjacent land locked plots and in such cases, the applicant shall be entitled to for grant of Transferable Development

Rights (TDR) certificates, subject to the provision that for projects or plots more than 1 (one) hectare provision of public thoroughfare on one side of the land is mandatory:

Provided that the cost of development of such public thoroughfare, as may be determined by the Engineer Member of the Authority or Urban Local Body, as the case may be, shall be considered as compliance towards External Infrastructure Development Plan (EIDP).

(5)Provisions for integration of public transport infrastructure and other such requirements shall be made as per guidelines formulated under rule 53.

CHAPTER –VIII

COMPOUNDING

90.Restriction on Compounding.— (1) Any deviation pertaining to unauthorized development shall not be compounded in the following cases, namely:—

(i) where construction has been undertaken on Government land or land belonging to local body or land not owned by the person undertaking such development;

(ii) where development has been undertaken unauthorisedly within the prohibited limits of any ancient or archaeological monuments;

(iii) where such developments interfere with the natural drainage of the locality;

(iv) where such unauthorized development results in provisioning of parking below the prescribed norms; and

(v) where road or drain whether public or private, whether constructed or natural, has been encroached.

(2)Subject to the provisions contained in sub-rule (1), the Authority shall have the power to determine other such circumstances where compounding shall be prohibited.

(3)The Authority may, either before or after the institution of the proceedings under the provisions of the Act compound any offence,—

(i) where development has been undertaken without permission, but is within the framework of use restrictions and provisions of these rules as applicable to the specific plot;

(ii) where deviations has been made up to 10% (ten percent) beyond the permissible norms of these rules in respect of front, rear and side setbacks within the permissible FAR limits on payment of such compounding charges as may be prescribed in the regulations, from time to time.

(iii) where deviations has been made up to 10% (ten percent) in consumption of FAR beyond the permissible limits on payment of such charges which are equivalent to charges notified for Purchasable FAR.

(4)The limitations on extent of compounding as prescribed under these rules shall be prospective in nature and shall apply only to building plans approved under these rules.

(5)It is provided that cases of compounding of unauthorised development related to building plans approved prior to commencement of these rules shall be regularised as per norms of compounding of earlier regulations under which such plan was approved but charges for such compounding shall be as per regulations.

(6)In case of houses constructed on a plot having area not more than 40 square meters and height not exceeding 10 meters, compounding of offence relating unauthorized or deviated construction shall be allowed with reference to set-backs and coverage and the maximum deviation in FAR is 10% (ten percent) of the permissible FAR.

91.Manner of utilisation of the Compounding Amount.— At least 50% of the compounding amount shall be deposited in the Comprehensive Development Plan Infrastructure Development Fund (CIDF) of the Authority for taking up development of city level infrastructure.

92.Temporary Retention.— (1) The Authority may allow retention of any unauthorized structure for temporary period such as workmen shed, storage shed for construction materials, watch & ward room during the time of construction and till issue of completion certificate.

(2)The type of structure to be retained, the period of retention and the fees to be deposited shall be as prescribed by the Authority in the regulations.

CHAPTER –IX

MISCELLANEOUS

93.Interim Development Plans.— The Authority may prepare Interim Development Plans (IDP) for newly included development areas and where such Interim Development Plans (IDP) has not been prepared, the general provisions of these rules shall apply for regulating development.

94.Applicability of National Building Code.— Where no express provision has been made in respect of any matter connected with planning and building standards in the Act or rules, Development Plan, Town Planning Schemes, or these rules or by any resolution of the Authority; then in such cases provisions of the National Building Code of India shall apply, *mutatis mutandis*, to such extent.

95.Applicability of provisions to committed project.— Where any Department of the State Government or Local Body or Statutory Authority had given any commitment for development of a project under PPP model prior to commencement of these rules, then the building plan of such a project shall be approved as per provisions of the regulations then in force under which such commitment was made, notwithstanding that these rules has come into force.

96.Decision of the Government to be final.— In case any doubt arises with respect to interpretation of these rules or in case of any dispute in interpretation of these rules, the decision of the State Government shall be final.

97.Relaxation by the Government.— The Authority may recommend to the State Government for relaxation or modification of any of the clauses of these rules in the general interest of the public pertaining to projects or schemes developed by the State Government or any of its agency by itself or on PPP model or for any institutional building and the decision of the State Government in this regard shall be final.

98.Framing of Regulations.— The Authority may in accordance with the provisions of the Act, frame city specific regulations in respect of industrial towns, smart districts, heritage area, town planning scheme area, redevelopment and re-densification area, old areas, transit oriented zone, mixed use zone or any other specific purpose, not covered under these rules and such regulations shall be considered as under the provisions of these rules, to the extent provided in such regulations.

99.Cessation of provisions of other Rules and Regulations.— On and from the date of commencement of these rules, the provisions of other rules and provisions of the Planning and Building Standard Regulations issued by the Development Authorities which are inconsistent with, or a repetition of, the provisions of these rules shall cease to operate.

ANNEXURE -I

STANDARDS FOR SANITATION REQUIREMENTS

(See rule "5 (2) (iv) s." and "56")

Table No.1: Sanitation requirement for shops and commercial offices		
Sl. No.	Sanitary Unit / Fittings	For Personnel
(a)	(b)	(c)
1.	Water closet	One for every 25 persons or part thereof exceeding 15 (including employees and customers). For female personnel 1 for every 15 persons or part thereof exceeding 10.
2.	Drinking Water Fountain	One for every 100 person with a minimum of one on each floor.
3.	Wash Basin	One for every 25 persons or part thereof.
4.	Urinals	Same as Sl. No. 3 of Table for " Sanitation Requirements for Governmental and Public Business Occupancy and Offices"
5.	Cleaners' Sink	One per floor minimum, preferably in or adjacent to sanitary rooms.
Note: Number of customers for the purpose of the above calculation shall be the average number of persons in the premises for a time interval of one hour during the peak period. For male-female calculation a ratio of 1: 1 may be assumed.		

Table No. 2: Sanitation requirement for Hotels				
Sl. No.	Sanitary Unit	For Residential Public staff	For non-residential Staff	
			For male	For female
(a)	(b)	(c)	(d)	(e)
1.	Water Closet (W.C.)	One per 8 Persons omitting occupants of the attached water closet minimum of 2 if both sexes are lodged	1 for 1-15 persons 2 for 16-35 persons 3 for 36-65 persons 4 for 66-100 persons	2 for 1-12 persons 4 for 13-25 persons 6 for 26-40 persons 8 for 41-57 persons 10for 58-77 persons 12for78-100 persons Add 1 for every 6 persons or part thereof.
2.	Ablution Taps	One in each W.C.	One in each W.C.	One in each W.C.
3.	Urinals	Nil	Nil upto 6 persons 1 for 7-20 persons 2 for 21-45 persons 3 for 40-70 persons 4 for 71-100 persons	Nil
4.	Wash Basins	One per 10 persons omitting each basin	1 for 15 persons 2 for 16-35 persons 3 for 36-65 persons	1 for 1-12 2 for 13-25 3 for 26-40

Table No. 2: Sanitation requirement for Hotels				
Sl. No.	Sanitary Unit	For Residential Public staff	For non-residential Staff	
			For male	For female
(a)	(b)	(c)	(d)	(e)
		installed in the room / suite	4 for 66-100 persons	4 for 41-57
5.	Baths	One per 10 persons, less occupants of room with bath in suite	Nil	Nil
6.	Cleaner's Sinks	One per 30 Bed rooms (one per floor minimum)	Nil	Nil
7.	Kitchen Sink	One in each Kitchen	One in each Kitchen	One in each Kitchen

Table No. 3: Sanitary requirements for Public Rest Room			
Sl. No	Sanitary Unit	For Male	For Female
(a)	(b)	(c)	(d)
1.	Water Closet	One per 100 persons upto 400 persons; for over 400 add at the rate of one per 250 persons or part thereof.	Two for 100 persons upto 200 persons; over 200 add at the rate of one per 100 persons or part thereof.
2.	Ablution Taps	One in each W.C.	One in each W.C.
3.	Urinals	One for 50 persons or part thereof.	Nil, upto 6 persons 1 for 7-20 persons 2 for 21-45 persons 3 for 46-70 persons 4 for 71-100 persons
4.	Washbasins	One per WC/Urinal	One per WC
5.	Kitchen Sink	One in each Kitchen	One in each Kitchen
6.	Baths (showers)	One per 10 persons	
7.	Cleaner's Sinks	One per 30 Bed rooms (one per floor minimum)	

Note:

i) It may be assumed that the two-thirds of the number are males and one- third females.

ii) One water tap with drainage arrangements shall be provided for every 50 persons or part thereof in the vicinity of water closet and urinals.

Table No.4: Sanitation requirement for Education Occupancy					
Sl. No	Sanitary Unit	Boarding Institution		Other Educational Institution	
		For Boys	For Girls	For Boys	For Girls
(a)	(b)	(c)	(d)	(e)	(f)
1.	Water Closet (W.C.)	One for 8 boys or part thereof	One for 6 girls or part thereof	One for 40 boys or part thereof	One for 25 girls or part thereof
2.	Ablution Taps	One in each W.C.	One in each W.C.	One in each W.C.	One in each W.C.
3.	Urinals	One per every 25 pupils or part thereof	--	One per every 20 pupils or part thereof	--
4.	Wash Basins	One for every 8 pupils or part thereof	One for every 6 pupils or part thereof	One for every 60 pupils or part thereof	One for every 40 pupils or part thereof
5.	Baths	One for every 8 pupils or part thereof	One for every 6 pupils or part thereof	--	--
6.	Drinking Water Fountains	One for every 50 pupils or part thereof	One for every 50 pupils or part thereof	One for every 50 pupils or part thereof	One for every 50 pupils or part thereof
7.	Cleaner's Sink	One per Floor minimum	One per Floor minimum	One per Floor minimum	One per Floor minimum

Table No. 5: Sanitation requirements for Educational Occupancy (Nursery School)		
Sl. No.	Sanitary Unit	Requirement
(a)	(b)	(c)
1.	Water Closet	One for 15 boys, one for 6 girls
2.	Ablution Taps	One in each W.C.
3.	Urinals	One for 12 boys
4.	Wash Basins	One for every 15 pupils or part thereof
5.	Baths	One bath per 40 pupils
6.	Drinking Water Fountains	One for every 50 pupils or part thereof
7.	Cleaner's Sink	One per Floor minimum

Note:

i) One water tap with draining arrangements shall be provided for every 50 persons or part thereof, in the vicinity of water closets and urinal.

ii) For teaching staff, the schedule of sanitary units to be provided shall be the same as in case of office buildings

Table No. 6: Sanitation requirements for Institutional (Medical) Occupancy- Hospital				
Sl. No.	Sanitary Unit	Hospitals With indoor Patient Ward For Males and females	Hospitals With outdoor Patient Wards	
			For Males	For Females
(a)	(b)	(c)	(d)	(e)
1.	Toilet Suite (1WC+ 1Washbasin+ 1 shower)	Private room upto 4 persons	For upto 4 patients	
2.	Water Closet (W.C.)	One for every 8 beds or part thereof	One for every 100 persons or part thereof	One for every 25 persons or part thereof
3.	Ablution taps	One in each W.C.	One in each W.C.	One in each W.C.
4.	Wash Basins	Two upto 30 bed; add one for every additional 30 beds; or part thereof	One for every 100 persons or part thereof	One for every 25 persons or part thereof.
5.	Baths with Shower	One bath with shower for every 8 beds or part thereof.	--	--
6.	Bed pan washing sink	One for each ward	--	--
7.	Cleaner' Sinks	One for each ward	One per floor minimum	One per floor minimum
8.	Kitchen sinks and dish Washers (where Kitchen is provided)	One for each ward	--	--
9.	Urinals	One for 30 beds (male wards)	One for every 50 persons or part thereof	--
10.	Drinking water Fountain	One for each ward	One for 500 persons or part thereof	
Note: For teaching staff, the schedule of sanitary units to be provided shall be the same as in case of office buildings				

Table No. 7: Sanitation requirements for Institutional – Hospital (Administrative Buildings)			
Sl. No.	Sanitary Unit	For Males	For Females
(a)	(b)	(c)	(d)
1	Toilet Suite (1WC+ 1Washbasin+1shower)	For individual doctor's/officer's rooms	Toilet Suite (1WC+ 1Washbasin+1shower)
2	Water Closet (W.C.)	One for every 25 persons or part thereof	Water Closet (W.C.)
3	Ablution Taps	One in each W.C.	Ablution Taps
4	Wash Basins	One for every 25 persons or part thereof	Wash Basins

5	Baths with Shower	One on each floor	Baths with Shower
6	Cleaner's Sink	One per floor minimum	Cleaner's Sink
7	Kitchen sinks and dish Washers (where Kitchen is provided)	One for each floor	Kitchen sinks and dish Washers (where Kitchen is provided)
8		Nil upto 6 persons 1 for 7-20 persons 2 for 21-45 persons 3 for 46-70 persons 4 for 71-100 persons From 101 to 200 persons add at the rate of 3%; for over 200 persons add at the rate of 2.5%.	
9	Drinking water fountain	One for 100 persons or part thereof	

Table No. 8: Sanitation requirements for Institutional (Medical) Occupancy- (staff quarters and Hostels)

Sl. No.	Sanitary Unit	Doctor's Dormitories		Nurses Hostel
		For Male Staff	For female staff	
(a)	(b)	(c)	(d)	(e)
1	Water Closet	One for 4 persons	One for 2 persons	One for 2 persons or part thereof Two for 13-25
2	Ablution Taps	One in each W.C.	One in each W.C.	One in each W.C.
3	Wash Basins	One for every 8 persons or part thereof	One for every 8 persons or part thereof	One for every 8 persons or part thereof
4	Bath (with shower)	One for every 4 persons or part thereof	One for every 4 persons or part thereof	One for every 4 persons or part thereof
5	Cleaner's Sink	One per floor minimum	One per floor minimum	One per floor minimum
6	Drinking water fountain	One for 100 persons or part thereof		One for 100 persons or part thereof

Table No. 9: Sanitation requirements for Governmental and Public Business Occupancy and Offices

Sl. No.	Sanitary Unit	For Male Personnel	For female Personnel
(a)	(b)	(c)	(d)
1.	Water Closet (W.C.)	One for 25 persons or part thereof	Two for 15 persons or part thereof
2.	Ablution taps	One in each W.C.	One in each W.C.
3	Urinals	Nil upto 6 persons	
		1 for 7-20 persons	
		2 for 21-45 persons	
		3 for 46-70 persons	
		4 for 71-100 persons	
		From 101 to 200 add @ 3%;	
		For over 200 persons add @ 2.5%.	

4	Wash Basins	One for every 25 persons or part thereof	One for every 25 persons or part thereof
5	Drinking water fountains	One for every 100 persons with a minimum of one on each floor	One for every 100 persons with a minimum of 1 on each floor
6	Cleaner's Sinks	One per floor minimum; preferably in or adjacent to sanitary rooms.	--
7	Executive Room /Conference Halls	Toilet Suite (1 WC, 1 washbasin, optional shower for 24 hr usages) Unit could be common for Male/Female or separate depending on the number of user of each facility	
Note: One water tap with drainage arrangements shall be provided / 50 persons or part thereof in the vicinity.			

Table No.10: Sanitation Requirements for Assembly Occupancy Buildings (Cinema, Theaters, Auditoria. Etc.)

Sl. No.	Sanitary Unit	For Public		For Staff	
		Male	Female	Male	Female
(a)	(b)	(c)	(d)	(e)	(f)
1	Water Closet	One for 100 persons upto 400 persons.	Four for 100 persons upto 200 persons.	One for 15 persons.	Two for 1-12 persons.
		For over 400 persons, add at the rate of 1 per 250 persons or part thereof	For over 200 persons, add at the rate of 1 per 50 persons or part thereof	Two for 16-35 persons.	Four for 13-25 persons add at the rate of 1 per 6 persons or part thereof
2	Ablution Taps	One in each W.C.	One in each W.C.	One in each W.C	One in each W.C
3	Urinals	One for 50 persons or part thereof	---	Nil upto 6 persons	---
				One for 7-20 persons	
				Two for 21-45 persons	
4	Wash Basins	One for every 200 persons or part thereof	One for every 200 persons or part thereof	One for 1-15 persons	One for 1-12 persons
				Two for 16-35 persons	Two for 13-25 persons
5	Drinking Water fountain	One per 100 persons or part thereof			
6	Cleaner's sink	One per floor			
7	Shower/bathing	As per trade requirements			

Note:

i) One water tap with draining arrangements shall be provided for every 50 persons or part thereof in the vicinity of water closets and urinals.

ii) It may be assumed that two thirds of the number is males and one third females.

Table No.11: Sanitation Requirements for Assembly Buildings (Art, Galleries, Libraries and Museums)					
Sl. No.	Sanitary Unit	For Public		For Staff	
		Male	Female	Male	Female
(a)	(b)	(c)	(d)	(e)	(f)
1	Water Closet (W.C.)	One for 200 persons up to 400 persons. For over 400 persons, add at the rate of 1 per 250 persons or part thereof	Four for 100 persons up to 200 persons. For over 200 persons, add at the rate of 1 per 50 persons or part thereof	One for 1-15 persons. Two for 16-35 persons.	Two for 1-12 persons. Four for 13-25 persons, add at the rate of 1 per 6 persons.
2	Ablution Taps	One in each W.C.	One in each W.C.	One in each W.C	One in each W.C
3	Urinals	One for 50 persons or part thereof	--	Nil upto 6 persons One for 7-20 persons Two for 21-45 persons	--
4	Wash Basins	One for every 200 persons or part thereof. For over 400 persons, add at the rate of 1 per 250 persons or part thereof.	One for every 200 persons or part hereof. For over 200 persons, add at the rate of 1 per 150 persons or part thereof	One for 1-15 persons Two for 16-35	One for 1-12 persons Two for 13-25 persons
5	Cleaner's Sink	One per floor, minimum			
6	Drinking water fountain	One per 100 persons or part thereof			
7	Shower/Bath	As per trade requirements			
Note: It may be assumed that two thirds of the numbers are males and one third females.					

Table No.12: Sanitation Requirements for Restaurants					
Sl. No.	Sanitary Unit	For Public		For Staff	
		Male	Female	Male	Female
(a)	(b)	(c)	(d)	(e)	(f)
1	Water Closet	One per 50 seats upto 200 seats.	One per 25 seats upto 200 seats.	1 for 15 persons.	2 for 1-12 persons.
		For over 200 seats, add at the rate of 1 per 100 seats or part thereof	For over 200 seats, add at the rate of 1 per 50 seats or part thereof	2 for 16-35 persons.	4 for 13-25 persons
				3 for 36-65 persons	6 for 26-40 persons
				4 for 66-100 persons	8 for 41-57 persons
					10 for 58-77 persons
					12 for 78-100 persons

2	Ablution Taps	One in each W.C.	One in each W.C.	One in each W.C	One in each W.C
3	Urinals	One for 50 persons or part thereof	---	Nil upto 6 persons 1 for 7-20 persons 2 for 21-45 persons 3 for 46-70 persons. 4 for 71-100 persons.	---
4	Wash Basins	One for every water closet			
5	Kitchen Sinks and Dish Washer	One per each Kitchen			
6	Service Sink	One in the restaurant			

Note:

i) It may be assumed that two thirds of the numbers are males and one-third females.

ii) One water tap with draining arrangements shall be provided for every 50 persons or part thereof in the vicinity of water closets and urinal.

Table No.13: Requirements for Factories

Sl. No.	Sanitary Unit	For Male Personnel	For female Personnel
(a)	(b)	(c)	(d)
1	Water Closet	1 for 15 persons	2 for 1-12 persons
		2 for 16-35 persons	4 for 13-25 persons.
		3 for 36-65 persons.	6 for 26-40 persons.
		4 for 66-100 persons.	8 for 41-57 persons.
			10 for 58-77 persons.
			12 for 78-100 persons.
		For 101 to 200 persons add at rate of 3%. From over 200 persons, add at the rate of 2.5%.	For 101 to 200 persons, add at the rate of 3%. From over 200 persons add at the rate of 2%.
2	Ablution Taps	One in each W.C	One in each W.C.
3	Urinals	Nil upto 6 persons	
		1 for 7-20 persons	
		2 for 21-45 persons	
		3 for 46-70 persons	
		4 for 71-100 persons	
		From 101 to 200 persons add at the rate of 3%; for over 200 persons add at the rate of 2.5%.	
4	Washing Taps with draining arrangement	One for every 25 persons or part thereof	
5	Drinking Water Fountains	One for every 100 persons with a minimum of one on each floor	

6	Baths Preferably Showers	As required for particular trade or occupation
7	Emergency shower and eye wash fountain	1 per every shop floor per 500 person

Note:

i) For many trades of a dirty or dangerous character, more extensive provisions are required.

ii) One water tap with draining arrangement shall be provided for every 50 persons or part thereof in the vicinity of water closet and urinal.

iii) Creche where provided shall be fitted with water closets (One for 10 persons or part thereof), wash basins (1 for 15 persons or part thereof) and drinking water tap with drinking arrangement for every 50 persons or part thereof.

Table No.14: Sanitary Requirements for Large Stations and Airports

Sl. No.	Place	W.C. for Males	W.C. for Females	Urinals for Males only
(a)	(b)	(c)	(d)	(e)
1	Junction Stations, Intermediate Stations and Substations	3 for first 1000 persons, add 1 for subsequent 1000 persons or part thereof.	8 for first 1000 persons, add 1 for every additional 1000 persons or part thereof.	4 for every 1000 person, add 1 for every additional 1000 persons or part thereof.
2	Terminal Stations and Bus Terminals	4 for first 1000 persons and 1 for every additional 1000 persons or part thereof.	10 for every 1000 person and 1 for every additional 1000 persons or part thereof.	6 for every 1000 person and 1 for every additional 1000 persons or part thereof.
3	Domestic Airports			1 per 40 persons or part thereof.
	Minimum	2*	4*	
	200 persons	5	16	
	400 persons	9	30	
	600 persons	12	40	
	800 persons	16	52	
	1000 persons	18	58	
4	International Airports			1 per 40 persons or part thereof.
	200 persons	6	20	
	600 persons	12	40	
	1000 persons	18	58	

Note:—

(i) Provision for wash basins, baths including shower stalls, shall be in accordance with Drainage and Sanitation section of National Building Code of India.

(ii) At least one Indian style water closet shall be provided in each toilet. Assume 60 % males and 40 % females in any area.

(iii) At least 50 % of female WCs may be Indian pan and 50% EWC.

ANNEXURE -II

STANDARDS FOR SEGREGATED SANITATION FACILITY FOR VISITORS

(See rule "5 (2) (iv) t.", "50" and "56")

(1) Public sanitation facilities:

(i) Public toilets are meant for floating population, usually located near railway stations, bus stands, market places, Government hospitals, religious centers etc. These toilets have a greater demand for urinals than community toilets.

(ii) The site shall be earmarked on Site Plan or a Layout plan and the Authority shall clearly state advantages and disadvantages of the location for the owner/ engaged Competent Professional for building plan design to make an informed decision on the siting.

(iii) It must be accessible to visitors and general public during the operational hours of the building. However, fiscal generation for maintenance may be planned with respect to user charges from visitors and general public.

(iv) In order to ensure that public toilets/ wash rooms are built in various parts of the city, all the buildings constructed for the purpose of being public buildings (Government offices, hospitals, educational institutions, commercial buildings, etc.) and the plot owners of the plots having an area of 1 acre or more shall compulsorily construct public washroom complexes with segregated facilitates for men and women separately within their plots. This is in addition to the prescribed mandatory sanitary requirements. The site shall be earmarked on site plan or a layout plan at the time of seeking building approval.

(2) Factors to be considered:

(i) All such complexes (public toilets/wash rooms, ATM, Guard Room) should be constructed mainly within the setback area within plots, provided they do not obstruct the firefighting path.

(ii) All such complexes shall be single storey only, with floor to ceiling height not exceeding 2.8 meter and water tanks concealed with a parapet wall / jali not exceeding 1 meter in height.

(iii) All such complexes shall have a minimum of 1 wash basin, 2 urinals and 1 WC each, for men and women separately, with adequate electricity, drainage, water and sewerage facilities and connected to the prevalent infrastructure network. The entire complex shall be well ventilated with adequate provisions for water storage and lighting for late evening time use, both inside and surroundings. Provision of Solar power shall be made for utilization of lighting of the complex.

(iv) In such complexes, an ATM (Automated Teller Machine) room (including guard room) with a maximum floor area of not exceeding 9 square meters, is also permitted to be constructed along with the toilet complex.

(v) Both the Public Washroom Complex as well as the ATM shall have direct access from outside the plot i.e. direct access from the road, so as to permit usage by the general public.

(vi) Such complexes will be totally free of FAR and Ground Coverage shall be 'deemed approved' by the municipal/local body.

(vii) Such complexes shall have provisions for signage, advertisements as well as public art (which may constitute outdoor sculptures, outdoor installations, murals, frescos, and bas-relief, folk or tribal art, artisan craft, indoor sculpture, wall paintings, and

other art forms relevant to local habitat), with permission from the concerned agencies/local authorities.

(viii) Such complexes shall be either constructed and maintained by the plot owner or constructed by the plot owner and maintained by a service provider or constructed as well as maintained by a service provider and can be chargeable by the owner and/or the service provider.

(ix) Such complexes should not be misused for any other purpose and if found being misused, a penalty will be imposed.

(x) In case of addition of such complexes in the existing premises, shall require fire clearances and incorporation of the same in the approved layout plan by the concerned local authorities.

(3) Wastewater conveyance/treatment and prevention of contamination:- Since sewers may not be available in many cities, in most cases the toilet blocks will have on-site sanitation, which would require periodic cleaning of tanks / pits. Location on site should allow easy and hygienic emptying of the pits / tanks and ensure that ground water table is not contaminated by wastewater percolation.

(4) Adequacy in provision:- The size of the block (i.e. on number of seats) must meet visitors' need. Inadequacy results in long queues and encourages open urination. Care is to be taken for balancing problems and other special needs of children and the elderly.

(5) Design considerations:

(i) Adequate Ventilation.

(ii) Door Design / Direction of swing of the door (preferred outwards),

(iii) Adequate Waiting area and

(iv) Adequate volumes of water storage.

(6) The facilities should include:

(i) Separate toilet blocks for men and women with separate entries.

(ii) Seats for children to be provided in both sections for men and women.

(iii) Waiting / Holding area.

(iv) Space for Facility caretaker and maintenance staff - from where they can monitor and maintain both facilities for men and women.

(v) Urinal facilities for men

(vi) Waste water disposal system

(vii) Janitor / Store room for cleaning material / equipment.

(7) Norms for differently-abled within segregated toilets,—

(i) One special W.C. in a set of toilet shall be provided for the use of differently abled persons, with essential provision of wash basin near the entrance.

(ii) Minimum clear opening of the door shall be 900 mm. and the door shall swing out.

(iii) Suitable arrangement of vertical/horizontal handrails with 50 mm. clearance from wall shall be made in the toilet.

(iv) The W.C. seat shall be 500 mm. from the floor.

Table No 1: Segregated sanitation facilities for Visitors in Public Buildings			
Sl. No	Sanitary Unit	For Male Personnel	For Female Personnel
(a)	(b)	(c)	(d)
1	Public toilet near Railway Stations (24x7)		
	a) Water Closet (W.C)	a) One for 100 users	a) One for 50 users
	b) Urinals	b) One unit per 300-500 users	
	c) Ablution taps	c) One in each W.C.	c) One in each W.C.
2	Public Toilet near market place/offices (for working hours)		
	a) Water Closet (W.C)	a) One for 100 users	a) One for 50 users
	b) Urinals	b) One unit per 200-300 users	c) ---
	c) Ablution taps	c) One in each W.C.	c) One in each W.C.
3	Public toilets near Public Buildings		
	a) Water Closet (W.C)	a) One for 100 users	a) One for 50 users
	b) Urinals	b) One unit per 200-300 users	
	c) Ablution taps	c) One in each W.C.	c) One in each W.C.
Per Capita Volume of Water required to be referred from **Annexure VI**			

Table No.2: The recommended enclosure-sizes for different facilities at visitors' toilets.			
Sl. No	Description	Optimum (mm)	Minimum (mm)*
(a)	(b)	(c)	(d)
1.	Water Closet enclosures	900x1200	750x900
2.	Urinals (divided by partition walls)	575x675	500x600
*In case of space constraint, the minimum sizes may be adopted.			

Table No.3: The recommended areas for different facilities at visitors' toilets			
Sl. No.	Sanitary Unit	Dwelling with individual conveniences	Dwelling without individual conveniences
(a)	(b)	(c)	(d)
1.	Bath Room	One provided with water tap	One for every two tenement
2.	Water Closet (W.C.)	One	One for every two tenement
3.	Sink in the floor	One	--
4.	Water Tap	One	One with drainage arrangement in each tenement

			One in common bath rooms and common water closet.
Note: Where only one water closet is provided in a dwelling, the bath and water closet shall be separately accommodated			

Table No.4: General Standards/Guidelines for Public Toilets in Public Area		
Sl. No.	Particulars	General Standards/Guidelines
(a)	(b)	(c)
1	Public Toilet	On roads and for open areas: At every 1 km, including in parks, plaza, open air theatre, swimming area, car parks, fuel stations. Toilets shall be disabled-friendly and in 50-50 ratio (Male: Female).
2	Signage	Signboards on main streets shall give directions and mention the distance to reach the nearest public convenience. Toilets shall have multi-lingual signage for the convenience of visitors. Helpline number shall be pasted on all toilets for complaints/queries.
3	Modes	Pay and use or free. In pay and use toilets entry is allowed on payment to the attendant or by inserting coin and user gets 15 minutes.
4	Maintenance/ Cleaning	The toilet should have both men and women attendants. Alternatively automatic cleaning cycle covering flush, toilet bowl, seat, hand wash basin, disinfecting of floor and complete drying after each use can be adopted, which takes 40 seconds. Public toilet shall be open 24 hours.

(8) Construction Site:

(i) At construction job sites, one toilet must be provided per 20 employees. In a work zone with between 21 and 199 employees, a toilet seat and one urinal must be provided for every 40 employees. For 200 or more workers, regulations call for a toilet seat and a urinal per 50 workers. The toilet must be located within 200 meter or 5 minute walk.

(ii) Job sites that are not equipped with a sanitary sewer must, unless prohibited by local codes, provide privies, in locations where their use will not contaminate either ground or surface water. Other alternatives to a privy could be chemical toilets, re-circulating toilets, or combustion toilets.

(iii) Toilets should be cleaned regularly and maintained in good order, running water, must be provided along with soap and individual hand towels.

(9) Temporary Camp Toilets:- Toilet facilities shall be provided within 60 meter of the, site, which shall not be closer than 15 meter of dining area or kitchen. Make sure that toilet area is cleaned at least once per day, it is sanitary, adequately lighted and is employee safe.

(10) Special / Contingency Toilets:-

(i) For Special events like open air theater, religious or political gatherings, mela, etc. for which there are no permanent toilet facilities, contingency toilets or Portable Sanitation Units (PSU) shall be provided.

(ii) The following considerations shall determine the number of toilets to be provided for particular event, namely:—

(a) Duration of the event

(b) Type of crowd

(c) Weather conditions

(d) Whether finishing times are staggered if the event has multi-functions

Table No. 5: Contingency Toilet facilities for Special Events

Sl. No.	Patrons	For Males			For Females	
		Toilets	Urinals	Sinks	Toilets	Sinks
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1.	<500	1	2	2	6	2
2.	<1000	2	4	4	9	4
3.	<2000	4	8	6	12	6
4.	<3000	6	15	10	18	10
5.	<5000	8	25	17	30	17

Source:

i) Page 39 - "Special Events Contingency Planning" (FEMA)

ii) A.K. Jain, "Spatio Economic Development Record", Clauses 5.16-5.20

iii) "Public Toilets for Women in India", Volume 18 No 5, September-October, 2011

(iii) At least 50 percent of toilet shall be earmarked as female toilets.

(11) Special Purpose Toilets: Special toilet facilities shall be adequately provided in public projects (transport terminals/ healthcare and other public spaces) in million plus cities for the Third gender with appropriate cleanliness arrangements.

ANNEXURE -III

STANDARDS FOR FIRE PROTECTION AND FIRE SAFETY REQUIREMENTS

(Extract taken from National Building Code of India – For the complete provision, refer Part-IV of NBCI)

(See clause (v) of sub-rule (3) of rule 5, rule 56 and clause (ix) of rule 43)

(1)**Scope:** The Part-4 of NBCI covers the requirements for fire prevention, life safety in relation to fire and fire protection of buildings. This Part of NBCI specifies occupancy-wise classification, constructional aspects, egress requirements and protection features that are necessary to minimise danger to life and property from fire. Lifts escalators and revolving doors shall not be considered as exits.

(2)The provisions of this Part are applicable to the followings unless otherwise mentioned specifically in the provisions:—

(i) all high rise buildings; and

(ii) special buildings, those are,

(a) hotel, educational, institutional, business, mercantile, industrial, storage, hazardous and mixed occupancies, where any of these buildings have floor area more than 500 square meters on any one or more floors;

(b) educational buildings having height 9 m. and above;

(c) institutional buildings having height 9 m. and above;

(d) all assembly buildings;

(e) buildings, having area more than 300 square meters of incidental assembly occupancy on any floor; and

(f) buildings with two basements or more, or with one basement of area more than 500 square meter.

(3)The extract of the provisions related to life-safety of Part-IV of NBCI in relation to general exit requirements, occupant load and egress components, are given in the subsequent part of this annexure:—

4 LIFE SAFETY

4.1 General

Every building shall be so designed, constructed, equipped, maintained and operated as to provide adequate means of egress to avoid undue danger to the life and safety of the occupants from fire, smoke, fumes or panic during the time period necessary for escape.

For high occupancy areas, it may be required to have annunciation, announcements and voice guided/aided system to direct the occupants towards safe egress routes, areas of comparative safety or exits, and to avoid situation of panic during distress.

Every main occupancy may have certain occupancies which may be incidental to the main occupancy. The exit requirements pertaining to such incidental occupancies from the floor of the occupancy to the level of exit discharge shall be calculated to meet the requirement of the actual occupancy of such type, to ensure adequate means of egress of the occupants.

See also **13** of Part 3 'Development Control Rules and General Building Requirements' of the Code for accessibility for elderly and persons with disabilities, for various requirements for enabling a smooth and safe egress.

4.2 General Exit Requirements

4.2.1 An exit may be a fire exit doorway; an internal staircase, exit passageway, external doorway, external staircase and these having access to the street or to a *Veranda* or to a refuge area or to the terrace or roof of a building. An exit may also include a horizontal exit leading to an adjoining building/fire compartment having its further access to unlocked/public exit at the same level.

4.2.2 Unless otherwise specified, lifts, escalators, moving walks and revolving doors shall not be considered as exits and shall not constitute any part of the required exit.

4.2.3 Every exit, exit passageway and exit discharge shall be continuously maintained free of all obstructions or impediments to full use in the case of fire or other emergency.

4.2.4 Every building having human occupancy shall be provided with exits sufficient to permit safe egress of occupants, in case of fire or other emergency.

4.2.5 In every building or structure, exits shall comply with the minimum requirements of this Part, except those not accessible for general public use.

4.2.6 No building shall be so altered as to reduce the number, width or protection of exits to less than that required.

4.2.7 For non-naturally ventilated areas, fire doors with 120 min fire resistance rating shall be provided and particularly at the entrance to lift lobby and stair well where a 'funnel or flue effect' may be created, inducing an upward spread of fire, to prevent spread of fire and smoke.

4.2.8 Exits shall be so arranged that they may be reached without passing through another occupied unit/passage in others control, if they pose challenge or restriction in means of egress.

4.2.9 Doors in exits shall open in the direction of exit. In case of assembly buildings (Group D) and institutional buildings (Group C-1), exit door shall not open immediately upon a flight of stair and all such entries to the stair shall be through a landing, so that such doors do not impede movement of people descending from a higher floor when fully opened (*see* Fig. 4A). While for other occupancies, such doors shall not reduce the pathway in the landing by more than half the width of such staircase (*see* Fig. 4B). Overhead or sliding doors shall not be installed.

4.2.10 At least half of the required exit stairs from upper floors (rounded to the next higher number) shall discharge directly to the exterior or through exit passageways.

4.2.11 Unless otherwise specified, all the exits and exit passageways to exit discharge shall have a clear ceiling height of at least 2.4 m. However, the height of exit door shall be at least 2.0 m (*see* Fig. 5).

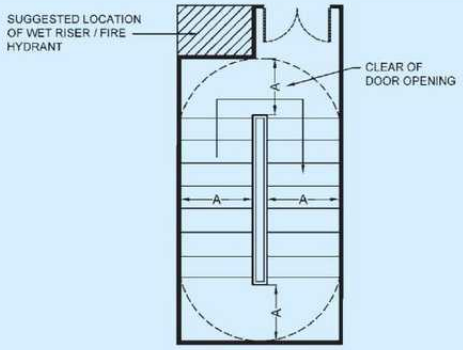
4.2.12 Where changes in elevation of more than 300 mm are encountered in the exits, ramps or sloped surfaces shall be used with handrails and floor finish materials that contrast with the adjacent finish materials.

4.2.13 The capacity of the means of egress required from any storey of the building shall not be reduced along the path of egress travel until arrival to the exit discharge.

4.2.14 The lifts, escalators, moving walks, turnstiles and revolving doors shall not be considered in determining the required capacity of means of egress for the individual floor(s) or the building.

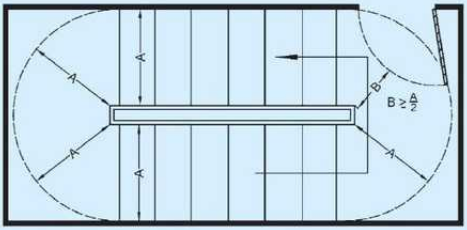
4.2.15 Turnstiles or similar devices that restrict travel to one direction or that are used to restrict unauthorized entry shall not be so placed as to obstruct any required means of egress. Alternative door openings of required exit width shall be available within 3 m of such devices, if installed.

4.2.16 Suitable means shall be provided so that all access controlled exit doors, turnstiles, boom barriers and other such exits shall automatically operate to open mode during emergencies like fire, smoke, acts of



NOTE — Door width shall be based on type of occupancy.

4A MINIMUM REQUIRED UNOBSTRUCTED CLEARANCE WITH DOOR LEAF ENCROACHING ON LANDING IN INSTITUTIONAL AND ASSEMBLY BUILDINGS



A - REQUIRED WIDTH

4B MINIMUM REQUIRED UNOBSTRUCTED CLEARANCE WITH DOOR LEAF ENCROACHING ON LANDING

FIG. 4 DOOR LOCATION AT LANDING IN FIRE EXITS

terrorism, etc, so that people can safely and quickly egress into safe areas outside. If required, a master controlling device may be installed at a strategic location to achieve this.

4.2.17 Penetrations into and openings through an exit are prohibited except those necessary like for the fire protection piping, ducts for pressurization and similar life safety services. Such openings as well as vertical passage of shaft through floors shall be protected by passive systems.

4.2.18 Walking surfaces in exit access shall comply with the following requirements for smooth exit:

a) Walking surfaces shall be nominally level.

b) The slope of walking surface in the direction of travel shall not exceed 1 in 20 unless the ramp requirements are met (*see* **4.4.2.4.3.5**).

c) Slope perpendicular to the direction of travel shall not exceed 1 in 48.

d) Walking surfaces shall be slip-resistant along the entire path of travel.

4.2.19 *Basement*

a) Basement exits shall be sufficient to provide for the capacity of the basement as determined in accordance with **4.4.2.1**. In no case shall there be less than two independent basement exits.

b) Basements having incidental occupancies to main occupancy shall be planned with exit requirements of the basements for the actual occupancy within the basement.

c) Where basement is used for car parking and also there is direct approach from any

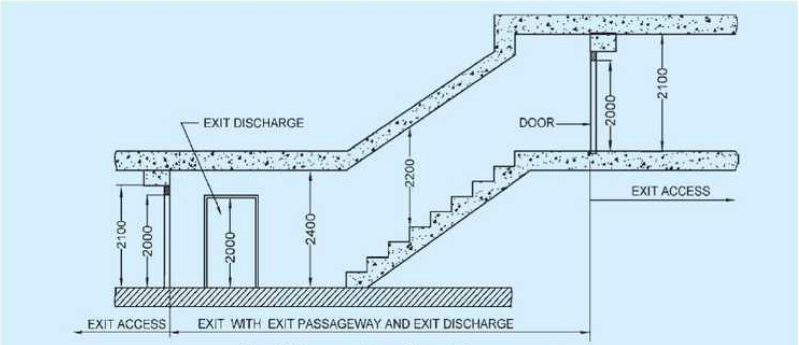


FIG. 5 MINIMUM HEAD ROOM MEASUREMENT

occupancy above to the basement, door openings leading to the basement shall need to be protected with fire doors with 120 min fire rating, except for exit discharge doors from the basements.

4.3 Occupant Load

For determining the exits required, the number of persons within any floor area or the occupant load shall be based on the actual number of occupants declared, but in no case less than that specified in Table 3. The occupant load of a mezzanine floor discharging to a floor below shall be added to that floor occupancy and the capacity of the exits shall be designed for the total occupancy load thus established.

The occupant load of each story considered individually

Table 3 Occupant Load
(*Clauses* 4.3 *and* 4.4.2.1)

Sl No.	Group of Occupancy	Occupant Load Factor (m^2/person) (*see* Note 1)
(1)	(2)	(3)
i)	Group A: Residential	12.50
ii)	Group B: Educational	4.00
iii)	Group C: Institutional (*see* Note 2):	
	a) Indoor patients area	15.00
	b) Outdoor patients area	10.0
iv)	Group D: Assembly:	
	a) Concentrated use without fixed seating	0.65
	b) Less concentrated use without fixed seating (*see* Note 3)	1.40
	c) Fixed seating	*see* Note 4
	d) Dining areas and restaurants with seating and table	1.80
v)	Group F: Mercantile:	
	a) Street floor and sales basement	3.00
	b) Upper sales floor	6.00
	c) Storage/warehouse, receiving and the like	20.00
vi)	Group E: Business	10.00
vii)	Group G: Industrial	10.00
viii)	Group H: Storage (*see* Note 5)	30.00
ix)	Group J: Hazardous	10.00

NOTES

1 Gross area shall be the floor area as defined in **2.35.** All factors expressed are in gross area unless marked net.

2 Occupant load in dormitory portions of homes for the aged, orphanages, insane asylums, etc, where sleeping accommodation is provided, shall be calculated at not less than 7.5 m^2 gross floor area/person.

3 These shall include gymnasium, table tennis room, billiard room and other gaming rooms, library, swimming pool and like.

4 In case of assembly occupancy having fixed seats, the occupant load shall be determined by multiplying the number of seats by 1.2.

5 Car parking areas under occupancy other than storage shall also be 30 m^2 per person.

shall be required to be used in computing the number of means of egress at each story, provided that the required number of means of egress is not decreased in the direction of egress travel.

The assembly occupancies and call centres shall be required to display, limiting occupant load details positioned in a conspicuous place near the entrance of each of such respective occupancy to avoid possible overcrowding and overloading. The display shall preferably be engraved on a metal plate of not less than 300 mm × 200 mm, with letters of height and width not less than 50 mm, with detail of occupancy, area and occupancy load (*see* figure below).

The capacity of any open mezzanine/balcony shall be added to the capacity of the floor below for the purpose of determining exit capacity.

MAXIMUM OCCUPANCY

____ PERSONS PERMITTED WITHIN THIS SPACE/ROOM

IT IS CONFIRMED THAT THE FIRE EXITS ARE PLANNED FOR EGRESS OF THE OCCUPANCY AS MENTIONED ABOVE AND OCCUPANCY MORE THAN THE ABOVE IS NOT PERMITTED IN THE SPACE/ROOM AS FOLLOWS:

SPACE/ROOM DETAIL: _____

FLOOR NO. _____

SIGN: _____ DATE: _____

(MANAGER/AUTHORIZED SIGNATORY)

4.4 Egress Components

Egress components to be considered are the number of exits to which access is provided, capacity of exit access, travel distance to an exit, the obviousness of the direction to an exit, and any hindrance including due to security issues involved.

4.4.1 *Exit Access*

a) A common path of travel is desirable in exit access which leads to two independent directions to separate exits.

b) *Capacity of exit access* — The width of corridors, aisles or ramps required for exit access shall be sufficient to ensure a smooth flow of occupants to the exit. Where a corridor is the only way of access to an exit, the corridor width shall not be less than the calculated exit width.

c) Objects like tables, chairs or any other temporary/permanent structures in exit access corridors shall be avoided as this may result in congestion and also impeding smooth flow of personnel during emergencies.

d) In order to ensure that each element of the means of egress can be effectively utilized, they shall all be properly lit and marked. Lighting shall be provided with emergency power back-up in case of power failures. Also, exit signs of adequate size, marking, location, and lighting shall be provided so that all those unfamiliar with the location of the exits may safely find their way.

e) Exit access to fireman's lift and refuge area on the floor shall be step free and clearly signposted with the international symbol of accessibility.

f) Exit access shall not pass through storage rooms, closets or spaces used for similar purpose.

g) The calculation of capacity of exit access shall be in accordance with **4.4.2.4**.

4.4.2 *Exits*

4.4.2.1 *Number of exits*

The minimum required number of exits in a building shall be determined based on occupant load (*see* Table 3) and width required per person (*see* Table 4) as appropriate to the type of exit for respective occupancies, subject to complying with maximum travel distance requirement (*see* Table 5).

4.4.2.2 *Arrangement of exits*

a) Exits shall be so located that the travel distance on the floor shall not exceed the distance given in Table 5.

b) Travel distance shall be measured from the most remote point within a storey or a mezzanine floor along the natural and unobstructed path of horizontal or vertical egress travel to the door to an exit.

c) The dead end corridor length in exit access shall not exceed 6 m for educational, institutional and assembly occupancies. For other occupancies, the same shall be 15 m (*see* Fig. 6)

d) Exits shall be placed as remote from each other as possible and shall be arranged to provide direct access in separate directions from any point in the area served.

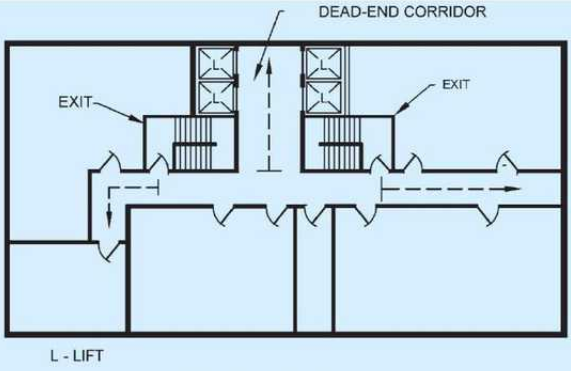


FIG. 6 DEAD END CORRIDOR

4.4.2.3 *Capacities of means of egress*

a) Exit capacity is the number of people that can pass through a stairway, and level components (door and corridor) and ramps. The total capacity of all the respective means of egress serving a floor shall be sufficient to allow egress of the entire population of the floor.

b) The unit of exit width, used to measure the capacity of any exit, shall be 500 mm. A clear width of 250 mm shall be counted as an additional half unit. Clear widths less than 250 mm shall not be counted for exit width.

c) Width per person for stairways, and level components and ramps shall be determined using the capacity factors in accordance with Table 4.

Table 4 Capacity Factors

[*Clauses* 4.4.2.1, 4.4.2.3(c) *and* 4.4.2.4.2(a)]

Sl No.	Occupancy Group		Width per Person mm	
			Stairways	Level Components and Ramps
(1)	(2)		(3)	(4)
i)	Residential	(Group A)	10	6.5
ii)	Educational	(Group B)		
iii)	Institutional	(Group C)	15	13
iv)	Assembly	(Group D)		
v)	Business	(Group E)		
vi)	Mercantile	(Group F)	10	6.5
vii)	Industrial	(Group G)		
viii)	Storage	(Group H)		
ix)	Hazardous	(Group J)	18	10

For example, if an exit doorway measures 1 000 mm in clear width, it would be defined as providing exit capacity for 1 000/6.5 occupants, that is, 153 persons (say 150 persons) and number of such exit doorways can then be calculated depending on the occupant load.

d) When calculating stairways, level components and ramps and other exit means, the capacity of the entire system shall have to be based upon the minimum capacity available from any part of the system. The corridor, if so provided shall also to be planned with consideration of exit access adequacy for the number of occupants. Further, consider the situation of doors opening to an exit stairway. If the stairway provides an exit capacity of 150 persons, and the doors leading into the stairway provide an exit capacity of 153 persons, the overall exit system would be considered to provide the minimum exit capacity of only 150 persons afforded by the stairway. The exit planning will be limited by the most restrictive exit calculation under the means of egress.

e) In the procedures for determining required egress capacity, the number of required means of egress is based on a floor-by-floor consideration, rather than the accumulation of the occupant loads of all the floors. However, the number of means of egress cannot decrease as an occupant proceeds along the egress path.

4.4.2.4 *Types of exit access and exits*

Various types of exit access and exits are doorways, corridors and passageways, horizontal exits, internal

Table 5 Travel Distance (Based on Occupancy and Construction Type)
(*Clauses* 4.4.2.1 *and* 4.4.2.2)

Sl No.	Occupancy Group	Maximum Travel Distance m	
		Types 1 and 2	Types 3 and 4
(1)	(2)	(3)	(4)
i)	Residential (Group A)	30.00	22.50
ii)	Educational (Group B)	30.00	22.50
iii)	Institutional (Group C)	30.00	22.50
iv)	Assembly (Group D)	30.00	30.00
v)	Business (Group E)	30.00	30.00
vi)	Mercantile (Group F)	30.00	30.00
vii)	Industrial (Group G)		
	G-1, G-2	45.00	See Note 3
	G-3	22.50	
viii)	Storage (Group H)	30.00	
ix)	Hazardous (Group J)	22.50	

NOTES

1 For fully sprinklered building, the travel distance may be increased by 50 percent of the values specified.

2 Ramp shall not be counted as an exit in case of basements below the first basement in car parking.

3 Construction of Type 3 or Type 4 is not permitted.

staircases, exit passageways, external staircases and ramps.

Requirements for each are as detailed below.

4.4.2.4.1 *Doorways*

a) Every exit doorway shall open into an enclosed stairway or a horizontal exit of a corridor or passageway providing continuous and protected means of egress (*see* Fig. 7 on unaccepted arrangement of doors in a stair).

b) No exit doorway shall be less than 1 000 mm in width except assembly buildings, where door width shall be not less than 2 000 mm (*see* Fig. 8). Doorways shall be not less than 2 000 mm in height.

c) Exit doorways shall be operable from the side which they serve, without the use of a key.

d) Mirrors shall not be placed on exit doors and in exits to avoid confusion regarding the direction of exit.

e) Revolving doors can be accepted as a component in a means of egress where the following requirements are fully complied with:

1) Doors shall be capable of collapsing to a book fold position with parallel egress paths, of width not less than 1 000 mm.

2) Doors shall not be located within 3 m of the foot or top of stairs or escalators. A dispersal area shall be provided between the stairs or escalators and the doors.

3) Each revolving door shall be provided with a hinged door in the same wall within 3 m thereof, with same exiting capacity.

4) Each revolving door shall be considered as capable of exiting only 50 persons.

f) All fire rated doors and assembly shall be provided with certificate and labels prominently indicating the manufacturer's identification, door details covering door type, serial/batch number, month and year of manufacture, fire resistance rating, etc. The doors and assembly shall be certified with all prescribed hardware such as hinges, locks, panic bars, door closer, and door viewers.

g) *Access controlled doors* — Access controlled doors and electromagnetic doors shall fall under this category. These shall meet the following requirements:

1) Doors shall have fire rating as per the requirements at the location of installation.

2) Activation of the building automatic sprinkler or fire detection system, if provided, shall automatically unlock the doors in the direction of egress, and the doors shall remain unlocked until the automatic sprinkler system or fire-alarm system has been manually reset.

3) Loss of power to the part of the access control system that locks the doors shall automatically unlock the doors in the direction of egress.

4) A manual release device shall be provided in the readily accessible vicinity of the egress door with a signage 'PUSH TO EXIT' and when the same is operated, it shall result in direct interruption of power to the lock, independent of the access control system electronics.

h) *Turnstiles* — Turnstiles or similar devices that restrict travel to one direction or are used to collect fares or admission charges shall not be placed so as to obstruct any required means of egress unless door openings of required width are available within 3 m thereof.

Turnstiles or such similar devices shall also be disengaged through automatic or manual intervention to allow egress in the direction of exit.

j) Doors in folding partition shall not be treated as approved means of egress.

4.4.2.4.2 *Corridors and passageways of means of egress*

a) Corridors and passageways shall be of width not less than the calculated aggregate width

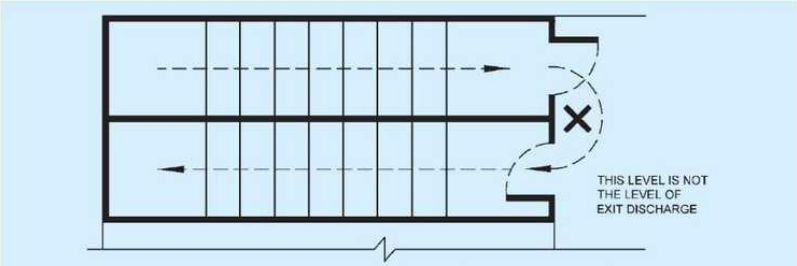


FIG. 7 UNACCEPTABLE ARRANGEMENT FOR ENCLOSING A STAIR SERVING AS A REQUIRED EXIT

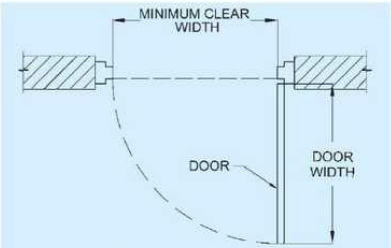


FIG. 8 MINIMUM CLEAR DOOR WIDTH

of exit doorways leading from them in the direction of travel to the exit (*see* Table 4 and Table 5).

b) In the case of buildings where there is a central corridor, which is part of exit access, the doors of rooms (except for rooms having assembly occupancy) shall open inwards to permit smooth flow of traffic in the corridor.

4.4.2.4.3 *Staircases*

4.4.2.4.3.1 *General*

The requirements of number of staircases shall supplement the requirement of different occupancies in **6.1** to **6.9**.

All buildings, as mentioned in **1.2**, shall have a minimum of two staircases. The actual number of staircases shall comply with the requirement of **4.4.2.1**.

All exit staircases shall discharge, at the level of exit discharge, to the exit discharge, either,

a) directly, or
b) through an exit passageway, or
c) through a large lobby.

At least 50 percent of the staircases shall discharge as per (a) and/or (b) above.

The minimum width of tread without nosing shall be 250 mm for staircase of residential buildings. This shall be minimum 300 mm for assembly, hotels, educational, institutional, business and other buildings. The treads shall be constructed and maintained in a manner to prevent slipping. The maximum height of riser shall be 190 mm for staircase of residential buildings (A-2) and 150 mm for other buildings. The number of risers shall be limited to 12 per flight.

The staircases may be internal staircases or external staircases.

4.4.2.4.3.2 *Internal staircases*

The internal staircases may be constructed with an external wall, or otherwise, and shall comply with the following:

a) Internal stairs shall be constructed of non-combustible materials throughout, and shall have fire resistant rating of minimum 120 min.
b) A staircase shall not be arranged round a lift shaft.
c) Exits shall not be used as a portion of a supply, return or exhaust air system serving adjoining areas. Any opening(s) shall not be permitted in walls or in doors, separating exits from adjoining areas.
d) No flue chimney, electromechanical equipment, air conditioning units, gas piping or electrical panels shall be allowed in the stairway.
e) Notwithstanding the detailed provision for exits in accordance with **4.2** and **4.3**, the following minimum width shall be provided for staircases for respective occupancies:

1) Residential (A-2)	:	1.00 m
NOTE — For row housing with 2 storeys, the minimum width shall be 0.75 m.		
2) Residential (A-1, A-3 and A-4)	:	1.25 m

3) Residential hotel (A-5 and A-6) : 1.50 m
4) Assembly : 2.00 m

NOTE — The width of stairs may be accepted to be 1.50 m in case of assembly occupancy having less than 150 persons.

5) Educational : 1.50 m
6) Institutional : 2.00 m
7) All other occupancies : 1.50 m

f) A handrail shall be provided on one side of the staircase of width less than 1 500 mm, and on both sides of the staircase of width 1 500 mm and more. The projection of handrail(s) in the staircase width shall not be more than 115 mm. All other requirements of handrail shall be in accordance with Part 3 'Development Control Rules and General Building Requirements' of the Code.

g) Handrails may project inside the measured width by not more than 90 mm.

h) The design of staircase shall also take into account the following:

1) The minimum headroom in a passage under the landing of a staircase and under the staircase shall be 2.2 m
2) Access to exit staircase shall be through a fire door of a minimum 120 min fire resistance rating.
3) No living space, store or other fire risk shall open directly into staircases.
4) The exit (including staircases) shall be continuous from refuge floors or terrace level, as applicable, to the level of exit discharge.
5) No electrical shafts/air conditioning ducts or gas pipes, etc, shall pass through or open in the staircases.
6) Lifts shall not open in staircase.
7) No combustible material shall be used for decoration/wall panelling in the staircase.
8) Beams/columns and other building features shall not reduce the head room/ width of the staircase.
9) The floor indication board, indicating the location/designated number of staircase, respective floor number and direction to exit discharge shall be placed inside the staircase, on the wall nearest to the fire door. It shall be of size not less than 300 mm × 200 mm (*see* Fig. 9).
10) Individual floors shall be prominently indicated on the wall outside the staircase and facing it.
11) All staircase shall terminate at the level of exit discharge. The access to the basement shall be by a separate staircase.
12) Scissors type staircases shall not be treated as part of exit.

4.4.2.4.3.3 *Curved stairs*

Curved stairs shall not be treated as part means of egress. However, these may be used as part of exit access provided the depth of tread is not less than 280 mm at a point 350 mm from the narrower end of the tread and the smallest radius is not less than twice the stair width.

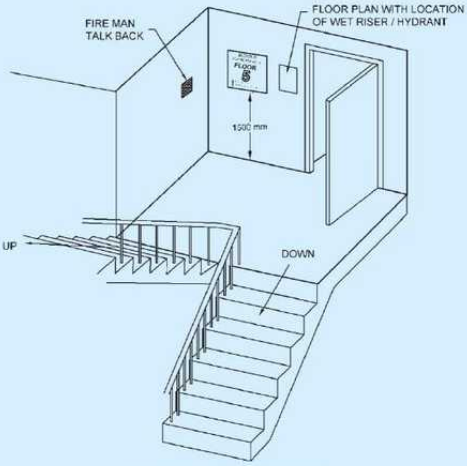
4.4.2.4.3.4 *External staircases*

The external staircases are the staircases provided on the external wall/facade, and shall comply with the following:

a) External stairs shall always be kept in sound and usable condition.
b) All external stairs shall be directly connected to the ground.
c) Entrance to the external stairs shall be separate and remote from the internal staircase.
d) Where an external staircase is provided, it shall be ensured that the use of it at the time of fire is not prejudiced by smoke and flame from openings (for example, windows, doors) in the external face of the building. Care shall be taken to ensure that no external wall or window opening opens on to or close to an external stair. If such openings exists within 3 m from an external staircase, they shall be protected with fire rated doors/window assemblies with rating of at least 60 min (*see* Fig. 10).
e) The external stairs shall be constructed of non-combustible materials, and any doorway leading to it shall have minimum 120 min fire resistance.
f) No external staircase, shall be inclined at an angle greater than 45° from the horizontal.
g) External stairs shall have straight flight not less than 1 500 mm wide.
h) Handrails, to be provided on both sides, shall be of a height not less than 1 000 mm and not exceeding 1 200 mm. There shall be provisions of balusters with maximum gap of 150 mm.
j) The use of spiral staircase shall be limited to low occupant load and to a building not exceeding 9 m in height. A spiral staircase shall be not less than 1 500 mm in diameter and shall be designed to give adequate headroom.



9A EXAMPLE OF A STAIRWAY MARKING SIGN
[FLOOR INDICATION BOARD]



9B STAIR SIGN PLACEMENT

NOTE — Block/Wing/Building name are to be project specific. Staircase shown as '3' is intending to show the number assigned to the staircase. All exits preferably to be assigned with number/identification enabling occupants/fire man to declare location/position.

FIG. 9 SIGN MARKING AND REQUIREMENT IN EXIT

4.4.2.4.3.5 *Ramps*

a) Ramps shall comply with all the applicable requirements for staircases regarding enclosure, capacity (*see also* Table 4) and limiting dimensions, except where specified in **6.1** to **6.9** for special uses and occupancies.

b) The slope of a ramp shall not exceed 1 in 12 (8 percent).

c) Ramp(s) shall be surfaced with approved slip resistant materials that are securely attached. No perforations are permissible on ramp floors.

d) Any changes in travel direction in ramp shall be preceded by landings of 1.5 m × 1.5 m size.

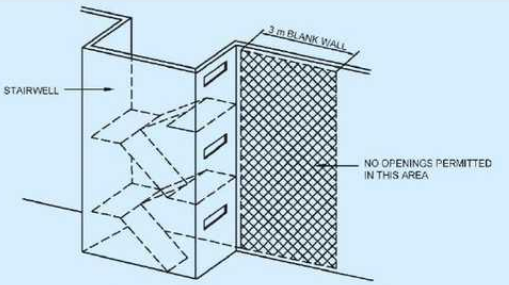
e) Ramps and intermediate landings shall continue with no decrease in width along the direction of egress travel.

f) Outside ramps and landings shall be designed to minimise water accumulation on their surfaces.

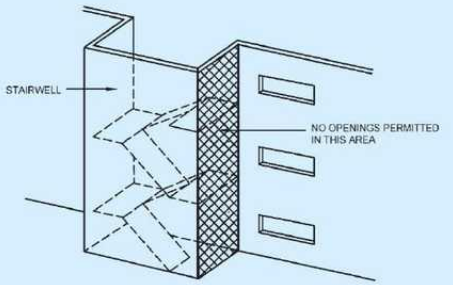
g) Ramps shall have landings located at the top, at the bottom, and at doors opening onto the ramp.

h) Every landing shall be not less than 1 500 mm long in the direction of travel.

j) Where the ramp is not part of an accessible route, the ramp landings shall not be required to exceed 1 250 mm in the direction of travel, provided that the ramp has a straight run.



10A LIMITATIONS OF OPENINGS NEAR STAIRWELL



10B OPENING RESTRICTIONS ON STAIRWELL WALLS

FIG. 10 OPENING RESTRICTIONS

k) Handrails shall be provided on all ramps on both sides (*see* **4.4.2.4.3.4**).

NOTE — Above requirements are not applicable to basement car parking ramps

The ramps shall, in addition, comply with the requirements given in **13** of Part 3 'Development Control Rules and General Building Requirements' of the Code.

4.4.2.5 *Smoke control of exits*

a) In building design, compartmentation plays a vital part in limiting the spread of fire and smoke. The design should ensure avoidance of spread of smoke to adjacent spaces through the various leakage openings in the compartment enclosure, such as cracks, openings around pipes ducts, airflow grills and doors. In the absence of proper sealing of all these openings, smoke and toxic gases will obstruct the free movement of occupants of the building through the exits. Pressurization of staircases is of great importance for the exclusion of smoke and toxic gases from the protected exit.

b) Pressurization is a method adopted for protecting the exits from ingress of smoke, especially in high-rise buildings. In pressurization, air is injected into the staircases, lobbies, etc, as applicable, to raise their pressure slightly above the pressure in adjacent parts of the building. As a result, ingress of smoke or toxic gases into the exits will be prevented. The pressurization of staircases and lift lobbies shall be adopted as given in Table 6.

The pressure difference for staircases shall be 50 Pa.

Pressure differences for lobbies (or corridors) shall be between 25 Pa and 30 Pa. Further, the pressure differential for enclosed staircase adjacent to such lobby (or corridors) shall be 50 Pa. For enclosed staircases adjacent to non-pressurized lobby (or corridors), the pressure differential shall be 50 Pa.

Table 6 Pressurization of Staircases and Lift Lobbies
[*Clauses* 4.4.2.5 (b) *and* E-2]

Sl No.	Component	Height of Building		
		Less than 15 m	15 m to 30 m	More than 30 m
(1)	(2)	(3)	(4)	(5)
i)	Internal staircase not with external wall	Pressurized except for residential buildings (A-2 and A-4)	Pressurized	Pressurized
ii)	Internal staircase with external wall	Pressurized except for residential buildings (A-2 and A-4) or Naturally ventilated	Naturally ventilated or Pressurized	Cross-ventilated or Pressurized
iii)	Lift lobby	Not required at ground and above. However lift lobby segregation and pressurization is required for lift commuting from ground to basement	Naturally ventilated or Pressurized[1)]	Cross-ventilated or Pressurized[1)]

NOTES

1 The natural ventilation requirement of the staircase shall be, achieved through opening at each landing, of an area 0.5 m^2 in the external wall. A cross ventilated staircase shall have 2 such openings in opposite/adjacent walls or the same shall be cross-ventilated through the corridor.

2 Enclosed staircase leading to more than one basement shall be pressurized.

[1)] Lift lobby with fire doors (120 min) at all levels with pressurization of 25-30 Pa is required. However, if lift lobby cannot be provided at any of the levels in air conditioned buildings or in internal spaces where funnel/flue effect may be created, lift hoistway shall be pressurized at 50 Pa. For building greater than 30 m, multiple point injection air inlets to maintain desired pressurization level shall be provided. If the lift lobby, lift and staircase are part of firefighting shaft, lift lobby necessarily has to be pressurized in such case, unless naturally ventilated.

c) Equipment and ductwork for staircase pressurization shall be in accordance with one of the following:
   1) Directly connected to the stairway by ductwork enclosed in non-combustible construction.
   2) If ducts used to pressurize the system are passed through shafts and grills are provided at each level, it shall be ensured that hot gases and smoke from the building cannot ingress into the staircases under any circumstances.

d) The normal air conditioning system and the pressurization system shall be designed and interfaced to meet the requirements of emergency services. When the emergency pressurization is brought into action, the following changes in the normal air conditioning system shall be effected:
   1) Any re-circulation of air shall be stopped and all exhaust air vented to atmosphere.
   2) Any air supply to the spaces/areas other than exits shall be stopped.
   3) The exhaust system may be continued provided,
      i) the positions of the extraction grills permit a general air flow away from the means of egress;
      ii) the construction of the ductwork and fans is such that, it will not be rendered inoperable by hot gases and smoke; and
      iii) there is no danger of spread of smoke to other floors by the path of the extraction system which can be ensured by keeping the extraction fans running.

e) For pressurized stair enclosure systems, the activation of the systems shall be initiated by signalling from fire alarm panel.

f) Pressurization system shall be integrated and supervised with the automatic/manual fire alarm system for actuation.

g) Wherever pressurized staircase is to be connected to unpressurized area, the two areas shall be segregated by 120 min fire resistant wall.

h) Fresh air intake for pressurization shall be away (at least 4 m) from any of the exhaust outlets/grille.

ANNEXURE -IV

STANDARDS FOR RAINWATER HARVESTING SYSTEM

(See rule 47)

(1) **Introduction**

The storage of rain water on surface is a traditional technique and the structures used were underground tanks, ponds, check dams, weirs etc. Recharge to ground water is a new concept of rain water harvesting and the structures generally used are:-

(i) Pits: Recharge pits are constructed for recharging the shallow aquifer. These are constructed 1 to 2 meter, wide and to 3 meter deep which are back filled with boulders, gravels, coarse sand.

(ii) Trenches: These are constructed when the permeable stream is available at shallow depth. Trench may be 0.5 to 1 meter wide, 1 to 1.5 meter deep and 10 to 20 meter long depending up availability of water. These are back filled with filler materials.

(iii) Dug wells: Existing dug wells may be utilized as recharge structure and water should pass through filter media before putting into dug well.

(iv) Hand pumps: The existing hand pumps may be used for recharging the shallow/deep aquifers, if the availability of water is limited. Water should pass through filter media before diverting it into hand pumps.

(v) Recharge wells: Recharge wells of 100 to 300 mm. diameter are generally constructed for recharging the deeper aquifers and water is passed through filter media to avoid choking of recharge wells.

(vi) Recharge Shafts: For recharging the shallow aquifer which are located below clayey surface, recharge shafts of 0.5 to 3 meter diameter and 10 to 15 meter deep are constructed and back filled with boulders, gravels and coarse sand.

(vii) Lateral shafts with bore wells: For recharging the upper as well as deeper aquifers lateral shafts of 1.5 to 2 meter wide and 10 to 30 meter long depending upon availability of water with one or two bore wells are constructed. The lateral shafts are back filled with boulders, gravels and coarse sand.

(viii) Spreading techniques: When permeable strata start from top then this technique is used. Spread the water in streams/Nalas by making check dams, nala bunds, cement plugs, gabion structures or a percolation pond may be constructed.

(2) **Illustrations of Common Harvesting Techniques**

Figure.1 Rainwater harvesting and groundwater recharge for individual plotted house (by percolation pits and well-cum-channel)

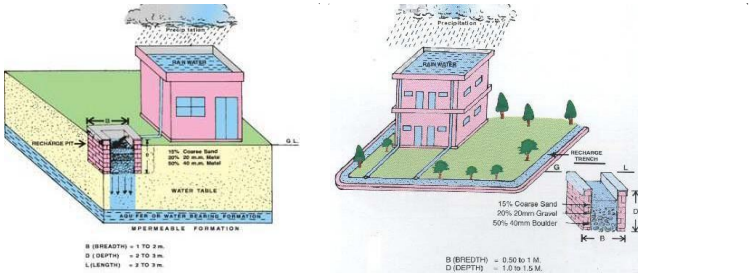


Figure.2 Rainwater harvesting and groundwater recharge for individual plotted house and high-rise residential building (by storage sump and percolation pits)

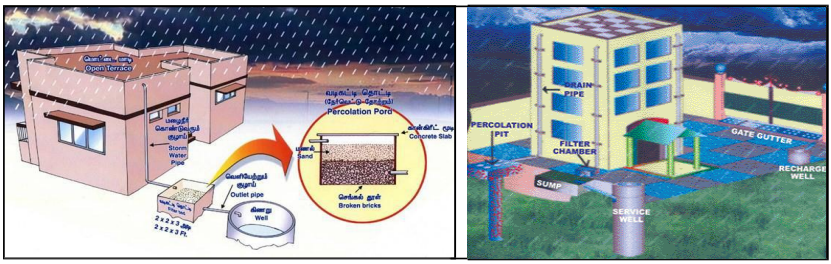


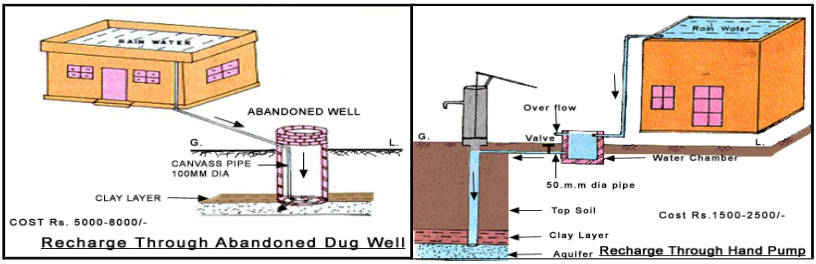
Figure.3 Rainwater harvesting for parks/open spaces.



Figure.4 Rainwater collection (through downpipes and sieves)



Figure.5 Rainwater collection and Groundwater recharge (through abandoned wells and Hand pumps)



ANNEXURE -V

APPLICABILITY OF ODISHA ENERGY CONSERVATION BUILDING CODE (OECBC) - 2011

(See Rule 51)

1.1 Applicable Building system:

The provisions of **OECBC Code, 2011** shall apply to.—

(a) buildings/ building complexes (such as offices, hotels, shopping complexes, private hospitals and others that are not primarily for industrial i.e. manufacturing use) with Connected load of 100 KW or greater OR a contract demand of 120 KVA or greater OR Conditioned area of 500 m^2 or more;

(b) building envelopes, except for non-air conditioned storage spaces or warehouses,

(c) mechanical systems and equipment, including heating, ventilating and air conditioning,

(d) service hot water heating,

(e) interior and exterior lighting, and

(f) electrical power and motors.

1.2 Exemptions:

The provisions of this code shall not apply to.—

(a) Buildings that do not use either electricity or fossil fuel, and

(b) Equipment and portions of building systems that use energy primarily for manufacturing processes.

1.3 Safety, Health and Environmental Codes Take Precedence:

Where this code is found to conflict with safety, health, or environmental codes, the safety, health, or environmental codes shall be take precedence.

1.4 Reference Standards:

Energy Conservation Building Code, 2007 and National Building Code of India are the primary reference documents/standard for lighting levels, HVAC, comfort levels, natural ventilation, pump and motor efficiencies, transformer efficiencies and any other building materials and system performance criteria.

1.5 Compliance Requirements:

1.5.1 Mandatory Requirements:

Compliance with the requirements of OECBC Code, 2011 shall be mandatory for all applicable buildings as specified in Clause (2).

1.5.2 New Buildings:

New buildings shall comply with either the provisions of Clause (4) through Clause (9) of OECBC Code, 2011 or the whole Building Performance Method of Appendix B (11) of the said code.

1.5.3 Additions to Existing Buildings:

Where the addition plus the existing building exceeds the conditioned floor area of Clause (2), the additions shall comply with the provisions of Clause-4 through Clause (9) of OECBC Code,

2011.Compliance may be demonstrated in either of the following ways:

(a) The addition alone shall comply with the applicable requirements, or

(b) The addition, together with the entire existing building, shall comply with the requirements of this code that would apply to the entire building, as if it were a new building.

Exception to Clause (3): When space conditioning is provided by existing systems and equipment, the existing systems and equipment need not comply with this code. However, any new equipment installed must comply with specific requirements applicable to that equipment.

1.5.4 Alterations to Existing Buildings:

Where the existing building exceeds the conditioned floor are threshold in Clause (2), portions of a building and its systems that are being altered shall meet the provisions of Clause (4) through Clause (9) of OECBC Code, 2011.The specific requirements for alterations are described in the following sub-sections

Exception to Clause (4): When the entire building complies with all of the provisions of Clause (4) through Clause (9) of OECBC Code, 2011 as if it were a new building.

1.5.4.1 Building Envelope:

Alterations to the building envelope shall comply with the requirements of Clause (4) of OECBC Code, 2011 or fenestration, insulation, and air leakage applicable to the portions of the building and its systems being altered.

Exception to Clause (4.1): The following alterations need not comply with these requirements provided such alterations do not increase the energy usage of the building:

(a) Replacement of glass in an existing sash and frame, provided the U-factor and SHGC of the replacement glazing are equal to or lower than the existing glazing.

(b) Modifications to roof/ceiling, wall, or floor cavities, which are insulated to full depth with insulation

(c) Modifications to walls and floors without cavities and where no new cavities are created.

1.5.4.2 Heating, Ventilation and air conditioning:

Alterations to building heating, ventilating, and air conditioning equipment or systems shall comply with the requirements of Clause (5) of OECBC Code, 2011 applicable to the portions of the building and its systems being altered. Any new equipment or control devices installed in conjunction with the alteration shall comply with the specific requirements applicable to that equipment or control device.

1.5.4.3 Service Water Heating:

Alterations to building service water heating equipment or systems shall comply with the requirements of Clause (6) of OECBC Code, 2011 applicable to the portions of the building and its systems being altered. Any new equipment or control devices installed in conjunction with the alteration shall comply with the specific requirements applicable to that equipment or control device.

1.5.4.4 Lighting:

Alterations to building lighting equipment or systems shall comply with the requirements of Clause (7) of OECBC Code, 2011 applicable to the portions of the building and its systems being altered.

New lighting systems, including controls, installed in an existing building and any change of building area type as listed in Table 7.1 shall be considered an alteration. Any new equipment or control devices installed in conjunction with the alteration shall comply with the specific requirements applicable to that equipment or control device.

Exception to Clause (4.4): Alterations that replace less than 50% of the luminaries in a space need not comply with these requirements provided such alterations do not increase the connected lighting load.

1.5.4.5 Electric Power and Motors:

Alterations to building electric power systems and motor shall comply with the requirements of Clause (8) of OECBC Code, 2011 applicable to the portions of the building and its systems being altered. Any new equipment or control devices installed in conjunction with the alteration shall comply with the specific requirements applicable to that equipment or control device.

1.5.5 Star Labeling and minimum star rating:

All equipment and materials of type and specification coming under the purview of the star labeling programme as notified by BEE and as amended from time to time shall have minimum star rating as notified by the Government of Odisha or as amended from time to time. Refer to Appendix-K for further details.

1.5.6 Compliance Approaches:

The building shall comply first with all the mandatory provisions (4.2, 5.2, 6.2, 7.2 and 9) and either of the following:

(a) Prescriptive Method (4.3, 5.3, 7.3)

Exception to 3.2(a): The envelopes trade -off option of 4.4, may be used in place of the prescriptive criteria of 4.3.

(b) Whole Building Performances Method (Appendix B-11)

The OECBC compliant buildings in the design stage shall achieve an Energy Performance Index value at least that of a three star level building as specified in Annexure-II (18.3) of Appendix-H (of OECBC code).

1.6 Administration Requirements:

Administrative requirements relating to permit requirements, enforcement interpretations, claims of exemption, approved calculation methods, and rights of appeal are specified by the authority having jurisdiction.

ANNEXURE -VI

STANDARDS FOR WATER SUPPLY REQUIREMENTS

(See rule 56)

Table No.1: Per capita water requirement for various Occupancies/uses

Sl. No.	Type of Occupancy	Consumption (In Litres per Capita per day)
(a)	(b)	(c)
1	Residential	
	a) In living units	135
	b) Hotels with lodging accommodation (per bed)	180
2	Educational	
	a) Day schools	45
	b) Boarding Schools	135
3	Institutional (Medical Hospitals)	
	a) No. of beds not exceeding 100	340
	b) No. of beds exceeding 100	450
	c) Medical quarters and hostels	135
4	Assembly- Cinema theatres, auditoria, etc. (per seat accommodation)	15
5	Government or semipublic business	45
6	Mercantile (Commercial)	
	a) Restaurants (per seat)	70
	b) Other business building	45
7	Industrial	
	a) Factories where bath-rooms are to be provided	45
	b) Factories where bath-rooms are not to be provided	30
8	Storage (including Warehouses)	30
9	Hazardous	30
10	Intermediate Rail Stations (excluding mail and express stops).	45 (25)*
11	Junction Station	70 (45)*
12	Terminal Stations	45
13	International and Domestic Airports	70

* The values in parenthesis are for such stations, where bathing facilities are not provided.

Note: The number of persons for Sl. No. 10 to 13 shall be determined by the average number of passenger handled by the station daily with due consideration given to the use the facilities.

Table No. 2: Flushing Storage Capacities		
Sl. No.	Classification of Building	Storage Capacity
(a)	(b)	(c)
1	For tenements having common conveniences	900 lt. net per w.c. seat
2	For residential premises other than tenements having common conveniences	270l lt. net for one w.c. seat each and 180 lt. for each additional seat.
3	For factories and workshops	900 lt. per w.c. seat and 180 lt. per urinal.
4	For cinemas, public assembly hall, etc.	900 lt. per w.c. seat and 350 lt. per urinal.

Table No. 3: Domestic storage capacity			
Sl No.	No of Floors	Storage Capacity	Remarks
(a)	(b)	(c)	(d)
For premises occupied tenements with common conveniences:			
1	Ground floor	Nil	Provided down take fittings are installed
2	Floors 2, 3,4, 5 and upper floors	500 litre per tenement	
For premises occupied as flats or blocks			
1	Ground floor	Nil	Provided down take fittings are installed
2	Floors 2, 3, 4, 5 and upper floors	500 litre per tenement	

Note: If the premises are situated at a place higher than the road level in front of the premises, storage at ground level shall be provided on the same lines as on floors. The above storage may be permitted to be installed provided that the total domestic storage calculated on the above basis is not less than the storage calculated on the number of down take fittings according to scale given below:

a.	Down take taps	70 liters each
b.	Showers	135 liters each
c.	Bathtubs	200 liters each

Notes for general guidance for water supply arrangements:

For new construction: Provision shall be made for under-ground tank for the storage of water, having capacity at 200 litres per person with adequate pumping arrangements to supply water to upper floors. Filtered water connection will be allowed only for use of drinking and bathing needs. For other purposes i.e. flushing and gardening etc., the individual shall be required to have own.

ANNEXURE -VII

IS STANDARDS FOR STRUCTURAL SAFETY

(See Rule 73)

IS Standards for Structural Safety		
Sl. No	Title	Code
(a)	(b)	(c)
	For General Structural Safety	
1	"Code of Practice for Plain and Reinforced Concrete"	IS: 456:2000
2	"Code of Practice for General Construction in Steel"	IS: 800-2007
3	"Code of Practice for Use of Cold Formal Light Gauge Steel Structural Members in General Building Construction"	IS: 801-1975
4	Design loads (other than earthquake) for buildings and structures Part2 Imposed Loads.	IS 875 (Part 2):1987
5	Design loads (other than earthquake) for buildings and structures Part 3 Wind Loads.	IS 875 (Part 3):1987
6	Design loads (other than earthquake) for buildings and structures Part 4 Snow Loads.	IS 875 (Part 4):1987
7	Design loads (other than earthquake) for buildings and structures Part 5 special loads and load combination.	IS 875 (Part 5):1987
8	"Code of Practice for Design of Structural Timber in Building"	IS: 883:1994
9	"Code of Practice for Structural Safety of Buildings: Foundation"	IS: 1904:1986 (R 2005)
10	"Code of Practice for Structural Safety of Buildings: Masonry Walls"	IS 1905:1987
11	"Code of Practice for Design and Construction of Pile FoundationSection1" Part1:Section2BoredCast-in-situPiles Part1:Section3DrivenPrecastConcretePiles Part1:Section4BoredPrecastConcretePiles Part2:TimberPiles Part3:UnderReamedPiles Part 4: Load Test on Piles	IS 2911(Part 1): section 1: 2010
	For Cyclone/Wind Storm Protection	
12	"Code of Practice for Design Loads (other than Earthquake) for Buildings and Structures, Part 3, Wind Loads"	IS 875 (3):1987
13	Guidelines for improving the Cyclonic Resistance of Low rise houses and other building.	IS 875 (3)-1987
	For Earthquake Protection	
14	"Criteria for Earthquake Resistant Design of Structures (Fifth Revision)"	IS: 1893 (Part 1)-2002
15	"Ductile Detailing of Reinforced Concrete Structures subjected to Seismic Forces - Code of Practice"	IS:13920-1993

IS Standards for Structural Safety		
Sl. No	Title	Code
(a)	(b)	(c)
16	"Earthquake Resistant Design and Construction of Buildings - Code of Practice (Second Revision)"s	IS:4326-2013
17	"Improving Earthquake Resistance of Low Strength Masonry Buildings - Guidelines"	IS:13828-1993
18	"Improving Earthquake Resistance of Earthen Buildings Guidelines"	IS:13827:1993
19	"Seismic Evaluation, Repair and Seismic Strengthening of Buildings -Guidelines"	IS:13935-2009
	For Protection of Landslide Hazard	
20	Guidelines for retaining wall for hill area: Part 1 Selection of type of wall.	IS 14458 (Part 1): 1998
21	Guidelines for retaining wall for hill area: Part 2 Design of retaining/breast walls	IS 14458 (Part 2): 1997
22	Guidelines for retaining wall for hill area: Part 3 Construction of dry stone walls	IS 14458 (Part 3): 1998
23	Guidelines for preparation of landslide - Hazard zonation maps in mountainous terrains: Part 2 Macro-zonation.	IS 14496 (Part 2): 1998

ANNEXURE -VIII

REQUIREMENTS FOR BARRIER-FREE ACCESS FOR THE PHYSICALLY CHALLENGED DIFFERENTLY ABLED PERSON, ELDERLY AND CHILDREN

(See Rule 46)

(1)**Site development:** Level of the roads, access paths and parking areas shall be described in the plan along with specification of the materials.

(2)**Access Path/ Walk Way:** Access path from plot entry and surface parking to building entrance shall be minimum of 1800 mm. wide having even surface without any steps. Slope, if any, shall not have gradient greater than 5%. Selection of floor materials shall be made suitably to attract or to guide visually impaired persons (Limited to coloured floor material whose colour and brightness is conspicuously different from that of the surrounding floor material or the material that emit different sound to guide visually impaired persons hereinafter referred to as "guiding floor material").

(i) Finishes shall have non-slip surface with a texture traversable by a wheel chair.

(ii) Curbs wherever provided shall blend to a common level.

(3)**Parking:** For parking of vehicles of differently abled people, the following provisions shall be made:

(i) Surface parking for two car spaces shall be provided near entrance for the physically handicapped persons with maximum travel distance of 30 meters from building entrance.

(ii) The width of parking bay shall be minimum 3.6 meters.

(iii) The information stating that the space is reserved for handicapped persons shall be conspicuously displayed.

(iv) Guiding floor materials shall be provided or a device which guides visually impaired persons with audible signals or other devices which serves the same purpose shall be provided.

(4)**Building requirements:** The specified facilities for the buildings for handicapped persons shall be as follows:—

(i) Approach at plinth level: Every building must have at least one entrance accessible to the handicapped and shall be indicated by proper signage. This entrance shall be approached through a ramp together with stepped entry.

(a) Ramp Approach: Ramp shall be finished with non- slip material. Minimum width of ramp shall be 1800 mm. with maximum gradient 1:12, length of ramp shall not exceed 9 meters having 800 mm high hand rail on both sides extending 300mm beyond top and bottom of the ramp. Minimum gap from the adjacent wall to the hand rail shall be 50mm.

(b) Stepped Approach: For stepped approach width of tread shall not be less than 300 mm. and maximum riser shall be 150 mm. Provision of 800 mm. high hand rail on both sides of the stepped approach similar to the ramp approach shall be made.

(c) Exit/Entrance Door: Minimum clear opening of the entrance door shall be 900mm and it shall not be provided with a step that obstructs the

passage of a wheel chair user. Threshold shall not be raised more than 12 mm.

(d) Entrance Landing: Entrance landing shall be provided adjacent to ramp with the minimum dimension 1800mmx 2000 mm. The entrance landing that adjoins the top end of a slope shall be provided with floor materials to attract the attention of visually impaired persons (limited to coloured floor material whose colour and brightness is conspicuously different from that of the surrounding floor material or the material that emits different sound to guide visually impaired persons hereinafter referred to as "guiding floor material"). Finishes shall have a non-slip surface with a texture traversable by a wheel chair. Curbs wherever provided must blend to a common level.

(ii) Corridor connecting the entrance/exit for the handicapped: The corridor connecting the entrance/exit for handicapped leading directly outdoors to a place where information concerning the overall use of the specified building can be provided to visually impaired persons either by a person or by signs which shall be provided as follows:

(a) Guiding floor materials, shall be provided or devices that emit sound to guide visually impaired persons.

(b) The minimum width shall be 1250 mm.

(c) In case there is a difference of level, slope ways shall be provided with a slope of 1:12

(d) Hand rails shall be provided for ramps/slope ways at a height of 800 mm.

(iii) Stair ways: One of the stairways near the entrance/exit for the handicapped shall have the following provisions:

(a) The minimum width shall be 1350 mm.

(b) Height of the riser shall not be more than 150 mm and width of the tread 300mm. The steps shall not have abrupt (square) nosing.

(c) Maximum number of risers on a flight shall be limited to 12.

(d) Hand rails shall be provided on both sides and shall extend 30mm on the top and bottom of each flight of steps.

(iv) Lifts: Wherever lift is required as per rules, provision of at least one lift shall be made for the wheel chair user with the following cage dimensions of lift recommended for passenger lift of 13 persons capacity by Bureau of Indian Standards.

(a) The lift must have a clear internal depth: 1100 mm; clear internal width: 2000 mm; entrance door width: 900 mm.

(b) A handrail not less than 600 mm. long at 1000mm. above floor level shall be fixed adjacent to the control panel.

(c) The lift lobby shall be of an inside measurement of 1800 mm × 1800 mm or more.

(d) The time of an automatically closing door shall be minimum 5 seconds and the closing speed should not exceed 0.25 meter/sec.

(e) The interior of the cage shall be provided with a device that audibly indicates the floor the cage has reached and indicates that the door of the cage for entrance/exit is either open or closed.

(f) The control panel shall have marking in Braille to help visually impaired.

(v) Toilets: One special Water Closet in a set of toilets shall be provided for the use of handicapped with essential provision of washbasin near the entrance for the handicapped which must have the following:—

(a) The minimum size shall be 1500 × 1750 mm.

(b) Minimum clear opening of the door shall be 900mm and the door shall swing out.

(c) Suitable arrangement of vertical/horizontal handrails with 50mm clearance from wall shall be made in the toilet.

(d) The Water Closet seat shall be 500mm from the floor.

(vi) Provision of W.Cs:

(a) In Buildings without Lift: Provision of special W.C. shall be made on all floors for buildings designed for ambulant disabled persons. For buildings designed for non-ambulant disabled special W.C. shall be provided at Ground Floor. Size of W.C. shall depend on the type of wheel chair used by the disabled.

(b) In Buildings with Lift: Provision of Special W.C. shall be made on all floors. Size will depend on the category of disabled for whom it has been provided.

(vii) Drinking Water: Suitable provision of drinking water shall be made for handicapped near the special toilet provided for them.

(5)**Designing for Children:** In a building meant for the predominant use of the children, it is necessary to suitably alter the height of the handrail and other fittings and fixtures.

(6)**Refuge:** Refuge shall be designed as an alternative to immediate evacuation of a building via staircases and/ or lifts for movement of disabled persons to areas of safety within a building, for them to remain there until the fire is controlled and extinguished or until rescued by the fire fighters.

(i) Provisions of a refuge area that can safely hold one or two wheelchairs to be made at the fire protected stair landing on each floor.

(ii) Hand Doorways shall be installed with clear opening width of 900 mm and regular compliance.

(iii) The refuge area shall have an alarm switch installed between 900 mm and 1200 mm from floor level.

(7)**Signage:** Appropriate identification of specific facilities within a building for the differently abled person shall be made with proper signage as follows:—

(i) Signs shall be designed and installed so that they are easily legible by using suitable letter size (not less than 20 mm high) for the benefit of people with hearing disabilities.

(ii) For visually impaired persons, information board in brail shall be installed on the wall at a suitable height and shall be possible to approach them closely.

(iii) To ensure safe walking, there must not be any protruding sign which creates obstruction in walking.

(iv) Public Address System shall be provided in busy public areas.

(v) The symbols/information shall be in contrasting colour and properly illuminated because people with limited vision may be able to differentiate amongst primary colours.

(vi) International Symbol Mark for wheel chair be installed in a lift, toilet, staircase, parking areas that have been provided for the differently abled.

ANNEXURE -IX

GENERAL BUILDING REQUIREMENTS

(See clause (vii) and (viii) of Rule 43)

(1) Doorways:

(i) Every doorway shall open into an enclosed stairway, a horizontal exit, on a corridor or passageway providing continuous and protected means of egress.

(ii) No exit doorway shall be less than 1 meter in width. Doorways shall be not less than 2 meter in height. Doorways for bathrooms, water closet and stores shall be not less than 0.75 meter wide.

(iii) Exit doorways shall open outwards, that is, away from the room but shall not obstruct the travel along any exit. No door, when opened, shall reduce the require width of stairway or landing to less than 0.9 meter, overhead or sliding doors shall not be installed.

(iv) Exit door shall not open immediately upon a flight or stairs, a landing equal to at least the width of the door shall be provided in the stairway at each doorway, level of landing shall be the same as that of the floor which it serves.

(v) Exit doorways shall be openable from the side which they serve without the use of a key.

(vi) Mirrors shall not be placed in exit ways or exit doors to avoid confusion regarding the direction of exit.

(vii) Revolving doors shall not be provided as a means of fire exit

(2) Stairways:

(i) A staircase shall not be arranged round a lift shaft.

(ii) The natural ventilation requirement of the staircase shall be, achieved through opening at each landing, of an area 0.5 square meters in the external wall. A cross ventilated staircase shall have 2 (two) such openings in opposite/adjacent walls or the same shall be cross-ventilated through the corridor. The National Building Code of India, Chapter 4 Fire and Life Safety, Clause 4.4.2.5 Smoke Control of exits shall be followed for requirement of Pressurized staircase in various building components.

(iii) The minimum width of staircase shall be as in Table 1 herein contained—

Table No. 1: Type of Building and Staircase Width

Sl.No.	Type of Building	Width (m)
(a)	(b)	(c)
1	Residential buildings (dwellings)	1.0
2	Residential Hotel Buildings	1.5
3	Assembly buildings e.g. auditorium, theatres and cinemas	2.0
4	Educational buildings up to 30 meter in height	1.5
5	Institutional buildings like hospitals	2.0
6	All other buildings	1.5

(iv) The minimum width of treads without nosing shall be 0.25 meter for staircase of residential buildings. In the case of other buildings the minimum tread shall be 0.3 meter. The treads shall be constructed and maintained in a manner to prevent

slipping. The maximum height of riser shall be 0.19 meter in the case of residential buildings and 0.15 meter in the case of other buildings and the number of riser shall be limited to 12 per flight.

(v) Handrails shall be provided with a minimum height of 0.9 meter from the center of the tread.

(vi) Handrail shall be provided on both sides of the staircase, if the width of staircase is 1.5 meter or more.

(vii) The minimum headroom in a passage under the landing of a staircase and under the staircase shall be 2.2 meter.

(viii) Access to exit staircase shall be through a fire door of a minimum 120 min fire resistance rating. It shall be a swing type door opening in the direction of the escape.

(ix) No living space, store or other fire risk shall open directly into staircases.

(x) External exit door of staircase enclosure at ground level shall open directly to the open spaces or can be reached without passing through any door other than a door provided to form a draught lobby.

(xi) The exit sign with arrow indicating the way to the escape route shall be provided at a height of 0.5 meter from the floor level on the wall and shall be illuminated by electric light connected to corridor circuits. All exit way marking signs shall be flushed with the wall and so designed that no mechanical damage shall occur to them due to moving of furniture or other heavy equipment's. Further all landings of floor shall have floor indication boards indicating the number of floor. The floor indication board shall be placed on the wall immediately facing the flight of stairs and nearest to the landing. It shall be of size not less than 0.5 meter × 0.5 meter and it shall be prominently on the wall facing the staircase.

(xii) In case of single staircase it shall terminate at the ground floor level and the access to the basement shall be by a separate staircase. The second staircase may lead to basement levels provided the same is separated at ground level by either a ventilated lobby with discharge points at two different ends or through enclosures with fire resistance rating door (Table 1, Part IV of the National Building Code of India revised time to time) or through a fire protected corridor.

(3) **Lifts:** General requirements of lifts shall be as follows:

(i) All the floors shall be accessible for 24 hours by the lifts. The lifts provided in the buildings shall not be considered as a means of escape in case of emergency. In a dual line arrangement (lifts opposite to each other) the lobby may be between 1.5 times to 2.5 times the depth of one car. For in-line (single line) arrangements the lobby may be typically half of the above recommendations.

(ii) Grounding switch, at ground floor level, to enable the fire service to ground the lift shall also be provided.

(iii) The lift machine room shall be separate and no other machinery shall be installed there in.

(iv) Walls of lift enclosures and lift lobby shall have fire rating of 2 hour; (National Building Code of India); lifts shall have a vent at the top of area not less than 0.2 square meter.

(v) Lift car door shall have a fire resistance rating of 1 hour.

(vi) Lift lobby doors in lift enclosures shall have fire resistance as per relevant provision of the National Building Code of India.

(vii) Collapsible gates shall not be permitted for lifts and shall have solid doors with fire resistance of at least 1 hour.

(viii) Lifts if communicating with the basement, the lift lobby of the basements shall be pressurized as suggested in Annexure-III (Fire Protection and Fire Safety Requirements) with self-closing door with fire resistance rating. Telephone or other communication facilities shall be provided in lift cars and to be connected to fire control room for the building.

(ix) Suitable arrangements such as providing slope in the floor of lift lobby shall be made to prevent water used during firefighting etc., at any landing from entering the lift shafts.

(x) A sign shall be posted and maintained on every floor at or near the lift indicating that in case of fire, occupants shall use the stairs unless instructed otherwise. The sign shall also contain a plan for each floor showing the locations of the stairways. Alternate source of power supply shall be provided for all the lifts through a manually operated changeover switch.

(xi) The National Building Code of India, Chapter 4 Fire and Life Safety, Clause 4.4.2.5 Smoke Control of exits may be followed for requirement of Pressurized lifts in various building components.

(4) Ramps:

(i) In the case of parking spaces provided in basement(s) and upper storey of parking floors, at least two ramps of width and slope as per Table 2 shall be provided, located preferably at opposite ends.

Table No. 2 - Requirements for ramp for vehicles

Sl No.	Type of Vehicle	One way ramp width (in meters)	Two way ramp width (in meters)	Maximum continuous ramp length (in meters)	Minimum width of ramp landing (in meters)	Maximum slope of ramp (in meters)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	LMV	3.0	6.0	40	6	1:8
2	LCV	4.5	9.0			
3	HMV	6.0	12.0			
4	fire tender	7.5		40	6	1:10

Note.—

(1) Such ramps may be permitted in the side and rear setbacks after leaving 6 meters space for movement of fire-fighting vehicles;

(2) The parking of vehicles at different level may also be mechanized.

(3) In case of underground/multi-storeyed parking, special measures with regard to fire safety shall be taken in compliance to Part 4-Fire and Life Safety of NBCI.

(ii) Ramp may also be provided in setback area which can be sloped considering unhindered movement of fire Engine and in no case the gradient shall be less than 1:10.

(iii) All structural design/safety aspects shall be complied per latest BIS Codes and National Building Code of India along with consideration of weight of Fire Engine and its maneuverings.

(iv) The minimum width of the ramps in hospitals shall be 2.4 meters for stretcher and not for vehicular movement

(v) In this case Handrails shall be provided on both sides of the ramp.

(vi) Ramps shall lead directly to outside open space at ground level or courtyards or safe place.

(vii) Requirement of accessibility for elders and persons with disabilities shall be ensured in compliance with the provisions of Annexure-VIII which may require providing ramps with specified gradient or accessible lifts for access to different levels.

(5) Corridors:

(i) Exit corridors and passageways shall be of width not less than the aggregate required width of exit doorways leading from them in the direction of travel to the exterior.

(ii) The minimum width of a corridor in a residential building shall be 1.0 meter for single loaded and 1.8 meters for double loaded and in all other buildings shall be 1.5 meters.

(iii) In Hospitals, the corridors through which patients are moved, shall have a minimum width of 2.4 m throughout and corridors in other areas of hospital not intended for the housing, treatment, or use of inpatients shall be not less than 1.5 m in width.

(iv) Where stairways discharge through corridors and passageways, the height of corridors and passageways shall be not less than 2.4 meters.

(v) All means of exit including staircases lifts lobbies and corridors shall be ventilated.

(6) Glass Facade/ Service Ducts/Shafts/ Refuge Area/ Vents

(i) An Opening to the glass facade of min. width 1.5 meters and height 1.5 meters shall be provided at every floor at a level of 1.2 meters from the flooring facing compulsory open space as well as on road side. Construction that complies with the fire rating of the horizontal segregation and has any gap packed with a non-combustible material to withstand thermal expansion and structural movement of the walling without the loss of seal against fire and smoke.

(ii) Mechanism of Opening: The openable glass panel shall be either left or right shall have manual opening mechanism from inside as well as outside. Such openable panels shall be marked conspicuously so as to easily identify the openable panel from outside.

(iii) Fire seal to be provided at every floor level between the external glazing and building structure.

(iv) The glazing used for the facade shall be of toughened (tempered) safety glass as per I.S. 2553.

(v) To avoid fire propagation vertically from one floor to another floor, a continuous glass must be separated internally by a smoke/ fire seal which is of non-combustible material having a fire resistance rating of not less than 2 hours.

(vi) Service ducts and shafts shall be enclosed by walls and doors with fire resistance rating. All such ducts or shafts shall be properly sealed and stopped fire ingress at all floor levels.

(vii) A vent opening at the top of the service shaft shall be provided having an area between one- fourth and one-half of the area of the shaft.

(viii) Glass quality and Practice of use of Glass in buildings shall have to be in conformity with the BIS codes as given in Table 3 herein contained.

Table No. 3: Glass quality and Use of glass in buildings		
Sl. No.	IS Code	Specifications
(a)	(b)	(c)
1	2553 (Part 1): 1990	Specification for safety glass: Part 1 General purpose (third revision)
2	2835:1987	Specification for flat transparent sheet glass (third revision)
3	438:1994	Specification for silvered glass mirrors for general purposes (second revision)
4	5437:1994	Specification for figured rolled and wired glass (first revision).
5	14900:2000	Specification for transparent float glass.
6	16231 Part 1	General methodology for selection
7	16231 Part 2	Energy and Light
8	16231 Part 3	Fire and Loading
9	16231 Part 4	Safety related to Human Impact

(7) Building Services

(i) Staircase and Corridor Lighting

(a) The staircase and corridor lighting shall be on separate service and shall be independently connected so as it could be operated by one switch installation on the ground floor, easily accessible to firefighting staff at any time irrespective of the position of the individuate control of the light points, if any.

(b) Staircase and corridor lighting shall also be connected to alternate supply from parallel high-tension supply or to the supply from the stand-by generator.

(c) Emergency lights shall be provided in staircase and corridor or passageway, horizontal exits, refuge area; and all wires and other accessories used for emergency light shall have fire retardant property.

(ii) Electrical Services

(a) The electric distribution cables or wiring shall be laid in separate duct which shall be sealed at every floor with non-combustible materials having the same fire resistance as that of the duct. Low and medium voltage wiring running in shaft and in false ceiling shall run in separate conduits.

(b) Water mains, telephone cables, intercom cables, gas pipes or any other service line shall not be laid in the duct for electric cables. Use of bus ducts/solid rising mains instead of cables is preferred.

(c) The provision of dedicated telecommunication ducts for all new building proposals is mandatory for conveyance of telecommunication and other data cables.

(d) Separate circuits for water pumps lifts, staircases and corridor lighting and blowers for pressurizing system shall be provided directly from the main switchgear panel.

(iii) Alternate Source of Electric Supply: A stand-by electric generator shall be installed to supply power to staircase and corridor lighting circuits, fire lifts, the stand-by fire pumps, pressurization fans and blowers, smoke extraction and damper system in case of failure of normal electric supply. The generator shall be capable of taking starting current of all the machines and circuits stated above simultaneously. If the stand-by pump is driven by diesel engine, the generator supply need not be connected to the stand-by pump.

(iv) Air-conditioning: Air-conditioning shall conform to the following:

(a) Escape routes like staircases, common corridors, lift lobbies. shall not be used as return air passage.

(b) The ducting shall be constructed of substantial gauge metal in accordance with good practice.

(c) Wherever the ducts pass through fire walls or floors, the opening around the ducts shall be sealed with materials having fire resistance rating of the compartment.

(d) Where duct crosses a compartment which is fire rated, the ducts shall be fire rated for same fire rating. Further depending on services passing around the duct work, which may get affected in case of fire temperature rising, the ducts shall be insulated.

(e) Metallic ducts shall be used even for the return air instead of space above the false ceiling.

(f) Where plenum is used for return air passage, ceiling and its fixtures shall be of non-combustible material.

(g) The materials used for insulating the duct system (inside or outside) shall be of non-combustible material; glass wool shall not be wrapped or secured by any material of combustible nature.

(h) Air ducts serving main floor areas, corridors, shall not pass through the staircase enclosure.

(i) The air-handling units shall be separate for each floor and air ducts for every floor shall be separated and in no way inter-connected with the ducting of any other floor.

(v) If the air-handling unit serves more than one floor, the recommendations given in clause (iv) shall be compiled with, in addition to the conditions given below:

(a) Proper arrangements by way of automatic fire dampers working on smoke detector / or fusible link for isolating all ducting at every floor from the main riser shall be made.

(b) When the automatic fire alarm operates, the respective air-handling units of the air-conditioning system shall automatically be switched off.

(c) The vertical shaft for treated fresh air shall be of masonry construction.

(d) The air filters of the air-handling units shall be of non-combustible materials or fire rated.

(e) The air-handling unit room shall not be used for storage of any combustible materials.

(f) Inspection panels shall be provided in the main trunking to facilitate the cleaning of ducts of accumulated dust and to obtain access for maintenance of fire dampers.

(g) No combustible material shall be fixed nearer than 150 mm to any duct unless such duct is properly enclosed and protected with non-combustible material (glass wool or spyglass with neoprene facing enclosed and wrapped with aluminum sheeting) at least 3.2 mm thick and which would not readily conduct heat.

(vi) Transformers:

(a) When transformers are housed in the building below the ground level it shall be necessarily in the first basement in separate fire resistance room of 4 hours rating. Transformer shall be dry type and shall be kept in an enclosure with walls, doors and cut-outs having fire resistance rating of 4 hour. The room shall necessarily be at the periphery of the basement having separate and direct access from open area at ground floor through a fire escape staircase. The entrance to the room shall be provided with a steel door of 2 hours fire rating. A curb of a suitable height shall be provided at the entrance in order to prevent the flow of oil from ruptured, transformer into other parts of the basement. The switchgears shall be housed in a separate room separated from the transformer bays by a fire-resisting wall with fire resistance not less than 4 hours.

(b) The transformer shall be protected by an automatic foam sprinkler system. When housed at ground floor level it/they shall be cut-off from the other portion of premises by Fire Resisting Walls of 4 hours rating.

(c) A tank of RCC construction of adequate capacity shall be provided at lower basement level to collect the oil from the catch pit in case of emergency. The pipe connecting the catch-pit to the tank shall be of non-combustible construction and shall be provided with a flame-arrester.

(d) The electric sub-station shall be located in a separate building in accordance with sub-rule (1) of rule 68 and clause (a) of sub-rule (1) of rule 64 of the Indian Electricity Rules, 1956.

(e) In case this is not practically possible due to site conditions, the sub-station shall be located on the ground floor. As far as possible sub-station shall not be installed in a basement, for such situations special provisions like mechanical ventilation, wherever required, cable ducting, cable trays, top/bottom entry of HV/LV cable, hooks on Transformer(s) and HV panels, adequate fire detection and fire-fighting arrangement, adequate drainage, effective measures to prevent flooding shall be provided. Adequate precautions shall also be taken for water proofing to prevent seepage of water. A ramp shall also be provided with a slope, not steeper than 1 in 7, for easy movement of equipments to and from sub-station.

(vii) Fire regulations—The installations shall be carried out in conformity with the local regulations and rules made thereunder wherever they are in force. At other places the National Building Code of India shall be followed.

(viii) Gas supply:

(a) Town Gas / L.P. Gas Supply Pipes - Where gas pipes are run in buildings, the same shall be run in separate shafts exclusively for this purpose and these shall be on external walls away from the staircases. There shall be no interconnection of this shaft with the rest of the floors.

(b) LPG distribution pipes shall always be below the false ceiling. The length of these pipes shall be as short as possible. In the case of kitchen cooking range area, apart from providing hood, covering the entire cooking range, the exhaust system shall have to be designed to take care of 30 cu.m per minute per square meter of hood protected area. It must have grease filters using metallic grill to trip oil vapours escaping into the fume hood.

(c) For large/commercial kitchens all wiring in fume hoods shall be of fiberglass insulation. Thermal detectors shall be installed into fume hoods of large kitchens for hotels, hospitals and similar areas located in high rise buildings. Arrangements shall be made for automatic tripping of the exhaust fan in case of fire.

(d) When LPG is used, the same shall be shut off. The voltage shall be of 24 V or 100 V DC operated with the external rectifier. The valve shall be of the hand re-set type and shall be located in an area segregated from cooking ranges. Valves shall be easily accessible. The hood shall have manual facility for steam or carbon dioxide gas injection, depending on duty condition; and Gas meters shall be housed in a suitably constructed metal cupboard located in a well-ventilated space, keeping in view the fact that LPG is heavier than air and town gas is lighter than air.

(ix) Boiler Room: Further, the following additional aspects may be taken into account in the location of Boiler/Boiler Room:

(a) The boiler shall not be allowed in sub-basement but be allowed in the first basements away from the escape routes.

(b) The boilers shall be installed in a fire resisting room of 4 hours fire resistance rating, and this room shall be situated on the periphery of the basement. Catch pit shall be provided at the low level. Entry to this room may be provided with a composite door of two hour fire resistance.

(c) The boiler room shall be provided with fresh air inlets and smoke exhausts directly to the atmosphere.

(d) Foam inlets shall be provided on the external walls of the building at the ground floor level to enable the fire services to use foam in case of fire.

(e) The furnace oil tank for the boiler, if located in the adjoining room shall be separated by fire resisting wall of 4 hour rating. Entry to this room shall be provided with a composite door of 2 hour fire resistance. A curb of suitable height shall be provided at the entrance in order to prevent the flow of oil into the boiler room in case of tank rupture.

FORM -I

APPLICATION FOR DRAWING OF ATTENTION

(See sub-rule (6) of rule 10)

From:

:.....

:.....

To

The Vice-Chairman

_____ Development Authority

Subject: Statutory notice under sub-section (8) of section 16 of ODA Act, 1982

Madam/Sir,

I/We do bring to your kind notice that I/We had submitted the application in prescribed Form for Approval of Building Plan to _____ Development Authority on Dt.... with respect of Plot No......, Khata No....., Village/Mouza: ....., of ..... Municipal Corporation / Municipality / NAC within _____ Development Area for issue of Permission under section 16.

Two months have elapsed since the submission of application and I/We have not received any communication with respect to the said application. Please take notice that if within a further period of one month from the date of receipt of this notice by you, no communication either granting or refusing permission, is received by me/us, I/we shall presume that issue of permission as applied for has been granted in my/our favour.

I/We understand that in computing the period of two months and one month as mentioned in para-2 above, the period in between the date of requisitioning any further information or documents from me/us and the date of receipt of such information or document from me/us shall be excluded.

Yours faithfully,

Signature of the applicant(s)

FORM -II

REGISTER

(See rule 11)

Sl. No.	Name and address of Applicant	Date of receipt	Date of permission with Letter No.	Date of refusal with Letter No.	Date of endorsement to Enforcement Branch	Date of return from Enforcement Branch	Date of sending to record room	Signature of the Dealing Assistant	Signature of the S.O.
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
1									
2									
3									
4									
5									

FORM -III

INDEMNITY BOND FOR BASEMENT

(See sub-rule (6) of rule 41)

This Indemnity Bond is executed by Shri/Smt .....S/O, D/O, W/O Shri/Smt ..... R/O..... in favour of ..... Development Authority.

Whereas the executant has submitted to the concerned Authority the plans for, sanction of basement over Plot No.....Mouza/Village .....under the provisions of the Act and Rules and Regulations made there under:—

And whereas the concerned Authority has agreed to sanction the aforesaid construction subject to the conditions that the owner shall indemnify the concerned Authority in the event of any loss or damage being cause to the adjoining building on account of the construction of the said basement either at the time of digging of its foundations or in the course of its construction or even thereafter and also against any claim of any concern thereto.

And whereas the executant has agreed to execute an indemnity bond to the above affect and also to abide by the terms imposed by the concerned Authority to the grant of sanction for construction of the basement.

Now this deed witnesses:

1.That in consideration of the sanction of the plans by Development Authority for construction of the basement the executant undertakes that he/she shall at all times keep Development Authority free from any liability, loss or damages/flowing from any injury or damage caused to the adjoining built-up properties or to any person as a consequence of the construction of at the time of digging of its foundations or during the course of its construction or at any time thereafter.

2.The owner agreed and undertakes that in the event of any claim being made by any person or persons against the concerned Authority either in respect of the sanction granted by the concerned Authority to the owner for the construction of basement or in respect of the construction or manner of construct ion of the basement by the owner of the consequences flowing from the said sanction the executant shall be responsible and liable and not Development Authority.

3.The executant agrees and undertake to indemnify the concerned Authority fully in respect of any amount which the concerned Authority may be required to pay to any person either by way of compensation or on any other account as a result of any claim or suit or any other proceedings concerning the sanctioning of the construction of the basement of the making thereof and also in respect of the costs and expenses which the concerned Authority may incur on defending any action.

4. Without prejudice to the above undertaking the executant hereby binds itself to pay to Development Authority to the full extent any amount which Development Authority may be required to pay to any person in connection with, relating to or concerning the sanctioning of the basement or the making thereof.

5. The owner agrees and undertakes that this bond shall remain in full force and effect till the executant faithfully observes/performs the undertaking herein before contained.

In witness whereof the executant above named has signed this bond on this ..... of ..... at .....

Indemnifier

Witness:

(Signatures)_____

1. Name_____

Full Address_____

(Signatures)

2. Name_____

Full Address_____

(Signatures)

FORM -IV

APPLICATION FOR ISSUE OF TDR CERTIFICATES

(See rule 36)

	For Office use only
	Receipt Date:
	Diary/Regd. No
	Signature of Officer receiving

From .....

.....

.....

.....

(Name in BLOCK Letters and full address for correspondence of person furnishing information)

Mobile No. Place:

E-Mail: Date:

To, The Authorised Officer, TDR

Development Authority

Sub: Application for issue of Transferable Development Rights (TDR) Certificates

Sir,

In response to the provisions of rule 36 of the Odisha Development Authorities (Planning and Building Standards) Rules, 2020, in respect of following lands on which the applicant(s) has/have interest and which the applicant(s) is/are required to surrender to the _____ Development Authority, I /we hereby request that TDR Certificate may be issued to me in lieu of lands being proposed for surrender to the Authority as per rules and regulations of Government of Odisha. Details of such lands along with supporting documents pertaining to legal rights, plot area, details of structures/plantation on it are furnished herewith below:

1. Details of lands (Area in Square meters)						
Plot No.	Khata No.	Total area of plot as per RoR	Area proposed for TDR	Kisam	Mouza	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Total						
(Please attach self-signed photo copies of the Land ownership documents including copy of ROR, Encumbrance Certificate, RSD, Rent receipts, Holding Tax receipts etc. indicating legal right over the land).						

2. Type of structures on the proposed land:	
(A) Construction:	
(i) Plinth area in Square Meters.	
(ii) Type of construction (RCC Roof/Tin/Asbestos/others)	
(B) Plantations:	
(i) Species of Tree (Photographs to be enclosed):	
(ii) Age :	
(iii) Numbers :	

This is to certify that the above information's are true and correct to the best of my knowledge and belief and there is no misrepresentation of facts or fraudulent statements with respect to information and documents furnished. I also undertake to abide by all terms and conditions as given in rules and regulations meant for the purpose.

Applicant's Full Name:

Full Signature:

List of Documents Enclosed:
1.
2.
3.
4.
5.
6.
7.

FORM -V

UNDERTAKING FOR SURRENDER OF LAND RESERVED FOR ROADS AND DRAINS IN THE DEVELOPMENT PLAN
(See sub-rule (2) of rule 36)

UNDERTAKING

I, Shri _____aged about_____years, son of _____ _____, presently resident at _____P.O._____ P.S._ _____ Dist._____ is the exclusive owner in possession of the property more fully described in the schedule below:-

I undertake not to use the part of the schedule land specifically marked in the sketch map for any purpose/use contrary to the use specified in the CDP and shal keep the portion of the schedule plot (s) open for compliance of the CDP.

I further undertake to execute any free gift/surrender of the said portion of the plot mentioned in the schedule, as and when required by the Authority under ODA Act, Local Body, concerned Agencies and Government on such terms and conditions decided by such Authorities without any objection and in case any objection is raised, the aforesaid undertaking in the form of an agreement on consent of both the parties shall be processed for specific performance against me/us in accordance with law.

I shall not be entitled to any compensation/benefit/damage for any construction, if any, made/use, if any taken taken over the portion of the plot specified in the sketch contrary to this undertaking save and except the scope of TDR and/or compensation in lieu thereof concerning extent of land marked in the sketch, if any decided by the Authority(s), local body(s), Government and/or concerned agency.

This undertaking is executed in the form of an agreement on consent of the Authority and shall remain valid until varied/ relaxed by any decision of the competent Authority.

I further undertake that this undertaking in the form of consent of both the parties shall be binding upon me for all purpose(s) including my heir(s), successor(s), agent(s), assigns(s), successor in office who might claim / inherit property in future and in case any dispute raised if any, by me and/ or by any of them shall remain invalid in view of this undertaking executed.

I executed this undertaking in the form of contract on mutual understanding between the parties on my free will and volition and without being influenced by anybody on this the……..day of …..YEAR in presence of the witnesses below.

Signature of the executants

Schedule of property.

FORM –VI (A)

UNDERTAKING AND INTIMATION OF COMMENCEMENT OF CONSTRUCTION AS PER STANDARD BUILDING PLAN
(See clause (iii) of sub-rule (2) of rule 6)

UNDERTAKING

I/we _____son / daughter of _____Resident of_____ do hereby solemnly affirm and undertake to state as follows:

(a) That I /we are the lawful owner/s of the plot bearing plot no _____, mouza_____, address _____ as per allotment letter / registered Sale Deed / perpetual lease deed / Will / Deed of Partition / any other legal document (Self-attested photocopy enclosed) and we intend to construct a building as per Standard Building Plan notified by the authority over the said plot, the details of which is given below.—

Plot Area:_____ Sq.m

Plot No._____

Mouza:_____

Address:_____

Phone Number:_____

Standard Building Plan Reference Code:_____

(b) That I / we propose to construct a house as per the provisions of the standard building plan (Reference code of Standard Building Plan: _____) which is applicable to my/our standard-size residential plot,

(c) That the intended plot is a standard-size residential plot and the same is a part of the.— layout approved by the Authority under section 16 of the Act / developed and allotted by the Government or Statutory Bodies / final plot in town planning schemes or development schemes,

(d) That the plot is not affected in any of the road or drain proposed in the development plan notified under the provisions of ODA Act, 1982 and is in conformity with the provisions prescribed under rule 6 of Odisha Development Authorities (Planning and Building Standards) Rules, 2020,

(e) That the plot under reference is a residential plot and not part of any open space or road or common plot or public utilities as per the layout plan approved under section 16 of ODA Act, 1982 /government scheme/Town Planning Scheme/development scheme,

(f) That the plot is away from high tension line as per the mandatory distance clearances as prescribed in ODA (Planning and Building Standards) Rules, 2020,

(g) That I/We shall construct the building in accordance with the setbacks prescribed in the selected Standard Building Plan,

(h) That the building shall be constructed ensuring all planning and structural norms and I shall engage an architect /registered technical person to supervise the construction work,

(i) That I/we take full responsibility for the quality of construction and structural stability of the construction using the services of a registered technical person,

(j) That I/We undertake that, I/we shall be completely liable for defective construction, deviation in the plan and compliance of the standard building plan, if such construction is not supervised by an architect /registered technical person,

(a) That I/we have enclosed herewith the prescribed fees / charges / cess, as applicable to my/our plot,

(b) That I/we understand that the above fee is valid only for a period of three years,

(c) That if I/we do not complete the construction within three years and do not submit the intimation of completion of construction, revalidation fee as prescribed under rule 6 of Odisha Development Authorities (Planning and Building Standards) Rules, 2020 shall have to be paid for getting an extension of time/for further construction,

(d) That I/we shall submit an "intimation of completion of construction" to the authority or the urban local body having appropriate jurisdiction along with site photographs from two angles, as and when the construction is complete.

Enclosed: as mentioned above

Date:.....

Signature/s, Name/s and Address/s of **Owner(s)**:

Signature, Name and Address of **Witnesses**:

FORM –VI (B)

UNDERTAKING AND INTIMATION OF COMMENCEMENT OF CONSTRUCTION AS PER STANDARD BUILDING PLAN
(See clause (vii) of sub-rule (2) of rule 6)

INTIMATION OF CONSTRUCTION COMPLETION

(a) I/we _____ son/daughter of _____ Resident of_____ do hereby intimate that the construction of the building as per details given below is now complete:

Plot Area:_____ Sq.m

Plot No._____

Mouza:_____

Address:_____

Phone No:_____

Standard Building Plan Reference Code:_____

Floor wise completion details:			
Floor	Completion status (fully completed/ partly completed)	if partly completed floor wise total constructed area (in square meter),	If partly constructed, particulars of constructed rooms (e.g. bedroom-1, toilet-1, living room, study room, etc)
Ground Floor			
First Floor			
Second Floor			

(b) I have not constructed any part of the building in violation of the standard building plan and rule 6 of Odisha Development Authorities (Planning & Building Standards) Rules, 2020.

(c) In case the Authority / urban local body having appropriate jurisdiction at any time identify unauthorized construction and violation of above provisions, the same is liable for penalties/demolition and I shall abide by the decisions of the Competent Authority of the development authority/urban local body.

(d) I am enclosing two photographs from two angles herewith.

Date:.....

Signature/, Name and Address of **Owner(s)**:

1)
2)

FORM –VI (C)
REGISTER (STANDARD BUILDING PLAN)
(See rule 6)

Sl. No.	Name and address of Plot owner	Plot No. and Mouza	Standard Building Plan reference code	Date of intimation of commencement of construction in Form-VI(A)	Date of deposition of revalidation fee, if applicable	Date of intimation of completion of construction in Form-VI(B)	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
…							

[No.13401-TP-Dev-42/19/HUD]
By Order of the Governor
G.MATHIVATHANAN
Principal Secretary to Government

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Government of Odisha

Housing & Urban Development Department

Odisha Urban Housing Mission (OUHM)

(AWAAS Building, Vivekananda Marg, Bhubaneswar-751014)

e-mail- ouhmodisha@gmail.com

2238

Memo No. 4366 Date 25.2.17

OUHM(REA)-11/2017

Copy with copy of the Odisha Real Estate (Regulation & Development) Rules, 2017 forwarded to the Gazette Cell, C/O Commerce Department, Odisha Secretariat, Bhubaneswar for information and necessary action. They are requested to publish this notification in an extra-ordinary issue of the Odisha Gazette on 25.02.2017 & supply three hundred (300) copies to this Department.

This notification is statutory and will bear SRO NO. & Date.

25/2/17

Deputy Secretary to Government

Memo No. 4367, Date 25.2.17

Copy forwarded to all Collectors/ all ULBs/ all Development Authorities/ all Planning Authorities/ all Improvement Trusts/ Odisha State Housing Board (OSHB) for information and necessary action.

25/2/17

Deputy Secretary to Government

Annexure-I

Odisha Real Estate (Regulation & Development) Rules, 2017

Housing & Urban Development Department
Government of Odisha

Housing & Urban Development Department, Government of Odisha

Notification

No. 4361/HUD OUHM(REP)-11/2017 Dt. 25.2.2017

In pursuance of Section 84 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the State Government do hereby makes the following rules, namely: —

CHAPTER I
PRELIMINARY

1. Short title and Commencement. — (1) These rules may be called the Odisha Real Estate (Regulation and Development) Rules, 2017.

(2) They shall come into force on the date of their publication in the Odisha Gazette.

2. Definitions. — (1) In these rules, unless the context otherwise requires,-

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
(b) "Annexure" means an annexure appended to these rules;
(c) "Authenticated copy" shall mean a self-attested copy of any document required to be provided by any person under these rules;
(d) "Form" means a Form appended to these rules;
(e) "Government" means Government of Odisha
(f) "Layout plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary;
(g) "Project land" means any piece or parcels of land on which the project is developed and constructed by a promoter; and
(h) "section" means a section of the Act.

(2) Words and expressions used but not defined in these rules, shall have the meanings as respectively assigned to them in the Act.

CHAPTER II
REAL ESTATE PROJECT

3. Information and documents to be furnished by the promoter for registration of real estate project. — (1) A promoter shall furnish the following information and documents, along with those specified in sub-section (2) of section 4 of the Act, for registration of the real estate project with the Authority, namely:-

(a) authenticated copy of the PAN card of the promoter;
(b) annual report including audited profit and loss account, balance sheet, cash flow statement, directors report and the auditors' report and income tax returns of the promoter for the immediately preceding three financial years;
(c) the number of open parking areas and the number of covered parking areas available in the real estate project;
(d) authenticated copy of the title deed reflecting the title of the promoter to the land on which development of project is proposed along with valid documents for chain of title with authentication of such title;

(e) the details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, litigation and name of party in or over such land;

(f) where the promoter is not the owner of the land on which development of project is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land on which project is proposed to be developed; and

(g) name, photograph, contact details and address of the promoter if it is an individual and the name, photograph, contact details and address of the chairman, partners, directors, as the case may be, and the authorised person in case of other entities.

(2) The application referred to in sub-section (1) of section 4 of the Act shall be made in such Form, manner and within such time as specified by regulations.

(3) The promoter shall pay a registration fee as specified by regulations from time to time.

(4) The declaration to be submitted under clause (l) of sub-section (2) of section 4 of the Act, shall be as per Form 'A', which shall include a declaration stating that the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

(5) In case the promoter applies for withdrawal of application for registration of the project before expiry of the period of thirty days provided under sub-section (1) of section 5, of the Act registration fee to the extent of ten percent paid under sub-rule (3) above shall be retained as processing fee by the Authority and the remaining amount shall be refunded to the promoter within thirty days from the date of such withdrawal.

4. Disclosure by promoters of ongoing projects. — (1) Upon the notification for commencement of sub-section (1) of section 3, the promoters of all ongoing projects which have not received completion certificate shall, within the time specified in the said sub-section, make an application to the Authority in the form and manner provided in rule 3.

(2) The promoter shall in addition to disclosures provided in rule 3 disclose the following information, namely:-

(a) the original sanctioned plan, layout plan and specifications and the subsequent modifications carried out, if any, including the existing sanctioned plan, layout plan and specifications;

(b) the total amount of money collected from the allottees and the total amount of money used for development of the project including the total amount of balance money lying with the promoter;

(c) status of the project (extent of development carried out till date and the extent of development pending) including the original time period disclosed to the allottee for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed, and this information shall be certified by an engineer, an architect and a chartered accountant in practice.

(3) The promoter shall disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area, built up area etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent.

(4) In case of plotted development, the promoter shall disclose the area of the plot being sold to the allottees as per the layout plan.

(5) For projects that are ongoing and have not received completion certificate, on the date of commencement of the Act, the promoter shall, within a period of three months of the application for registration of the project with the Authority, deposit in the separate bank account, seventy per cent of the amounts already realized from the allottees, which have not been utilized for construction of the project or the land cost for the project as required under sub-clause (D) of clause (I) of sub-section (2) of section 4, which shall be used for the purposes specified therein.

5. Grant or rejection of registration of the project. — (1) Upon the registration of a project as per section 5 read with rules 3 and 4, as the case may be, the Authority shall issue a registration certificate with a registration number in Form 'B' to the promoter.

(2) In case of rejection of the application as per section 5, the Authority shall inform the applicant in Form 'C':

Provided that the Authority may grant an opportunity to the applicant to rectify the defects in the application within such time period as may be specified by it.

6. Extension of registration of project. — (1) The registration granted under section 5 of the Act, may be extended by the Authority, on an application made by the promoter in such Form and in such manner as specified by regulations, within three months prior to the expiry of the registration granted.

(2) The application for extension of registration shall be accompanied with a demand draft drawn on any scheduled bank or through online payment mode, as the case may be, for an amount as specified by regulations from time to time along with an explanatory note setting out the reasons for delay in the completion of the project and the need for extension of registration for the project, along with documents supporting such reasons:

Provided that where the promoter applies for extension of registration of the project due to *force majeure,* he shall not be liable to pay any fee.

(3) The extension of registration of the project shall not be beyond the period provided as per local laws for completion of the project or phase thereof, as the case may be.

(4) In case of extension of registration, the Authority shall inform the promoter about such extension in Form 'D' and in case of rejection of the application for extension of registration the Authority shall inform the promoter about such rejection in Form 'C':

Provided that the Authority may grant an opportunity to the promoter to rectify the defects in the application within such time period as may be specified by it.

7. Revocation of registration of the project. — Upon the revocation of registration of a project as per section 7, the Authority shall inform the promoter about such revocation in Form 'C'.

8. Agreement for sale. — (1) For the purpose of sub-section (2) of section 13 of the Act, the agreement for sale shall be in the form as per Annexure-A.

(2) Any application letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the rules or the regulations made there under.

CHAPTER III
REAL ESTATE AGENT

9. Application for registration by the real estate agent. — (1) Every real estate agent required to register as per sub-section (2) of section 9 of the Act shall make an application in writing to the Authority in Form 'E', in triplicate, until the application procedure is made web based, along with the following documents, namely:-

(a) the brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, company etc.);

(b) the particulars of registration (whether as a proprietorship, partnership, company, society etc.) including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(c) name, address, contact details and photograph of the real estate agent, if it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other entities;

(d) the authenticated copy of the PAN card of the real estate agent;

(e) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

(f) the authenticated copy of the address proof of the place of business; and

(g) such other information and documents, as may be specified by regulations.

(2) The real estate agent shall pay a registration fee as notified by the Government from time to time alongwith the application for registration by way of a demand draft drawn on any scheduled bank or through online payment, as the case may be.

10. Grant of registration to the real estate agent. — (1) On receipt of the application as per sub-section (2) of section 9 read with rule 9, the Authority shall within a period of thirty days either grant registration to the real estate agent or reject the application, as the case may be:

Provided that the Authority may grant an opportunity to the real estate agent to rectify the defects in the application within such time period as may be specified by it.

(2) Upon the registration of a real estate agent, the Authority shall issue a registration certificate with a registration number in Form 'F' to the real estate agent.

(3) In case of rejection of the application, the Authority shall inform the applicant in Form 'G'.

(4) The registration granted under this rule shall be valid for a period of three years.

11. Renewal of registration of real estate agent. — (1) The registration granted to a real estate agent under section 9 of the Act, may be renewed, on an application made by the real estate agent in Form 'H', in triplicate, until the application procedure is made web based, which shall not be less than three months prior to the expiry of the registration granted.

(2) The application for renewal of registration shall be accompanied with a demand draft drawn on any scheduled bank or through online payment, as the case may be, for a sum as notified by the Government from time to time.

(3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (e) of sub-rule (1) of rule 9 at the time of application for renewal.

(4) In case of renewal of registration, the Authority shall inform the real estate agent about the same in Form 'I' and in case of rejection of the application for renewal of registration the Authority, shall inform the real estate agent in Form 'G':

Provided that no application for renewal of registration shall be rejected, unless the applicant has been given an opportunity of being heard in the matter and to rectify the defects in the application within such time period as may be specified by it.

(5) The renewal granted under this rule shall be valid for a period of three years.

12. Revocation of registration of real estate agent.— The Authority may, due to reasons specified under sub-section (7) of section 9, revoke the registration granted to the real estate agent or renewal thereof, as the case may be, and intimate the real estate agent of such revocation in Form 'G'.

13. Books of accounts, records and documents.— The real estate agent shall maintain and preserve its books of account, records and documents in accordance with the provisions of the Income Tax Act, 1961 (43 of 1961), as amended from time to time, and the rules made thereunder.

14. Other functions of a real estate agent. — The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

CHAPTER IV
DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY

15. Details to be published on website. — (1) The Authority shall ensure that the following information, as applicable, shall be made available on its website in respect of each project registered under the Act, namely:-

(a) details of the promoter including the following, namely:-

(i) promoter or group profile,

(A) a brief detail of his enterprise including its name, registered address, type of enterprise (proprietorship, limited liability partnership, society, partnership, company, competent authority) and the particulars of registration as such enterprise and in case of a newly incorporated or registered entity, brief details of the parent entity including its name, registered address, type of enterprise (whether as proprietorship, societies, limited liability partnership, partnership, company, competent authority);

(B) background of promoter,- work experience of the promoter and in case of a newly incorporated or registered entity work experience of the chairman, directors, partners, as the case may be and that of the authorised persons of the parent entity;

(C) name, address, contact details and photograph of the promoter in case of an individual and the name, address, contact details and photograph of the chairman, directors, partners, as the case may be and that of the authorised persons.

(ii) track record of the promoter,-

(A) number of years of experience of the promoter or parent entity, as the case may be, in real estate development in the State;

(B) number of years of experience of the promoter or parent entity, as the case may be, in real estate development in other States or Union territories;

(C) number of completed projects and area constructed till date in the past five years including the status of the projects, delay in its completion, details of type of land and payments pending;

(D) number of ongoing projects and proposed area to be constructed launched in the past five years including the status of the said projects, delay in its completion, details of type of land and payments pending;

(E) details and profile of ongoing and completed projects for the last five years as provided under clause (b) of sub-section (2) of section 4 of the Act.

(iii) litigations,- Details of litigation in the past five years in relation to the real estate projects developed or being developed by the promoter.

(iv) website,-

(A) web link of the promoter or parent entity, as the case may be;

(B) web link of the project;

(b) details of the real estate project including the following, namely:-

(i) advertisement and prospectus issued in regard to the project;

(ii) compliance and registration,-

(A) authenticated copy of the approvals and commencement certificate received from the competent authority as provided under clause (c) of sub-section (2) of section 4;

(B) the sanctioned plan, layout plan and specifications of the project or the phase thereof, and the whole project as sanctioned by the competent authority as provided under clause (d) of sub-section(2) of section 4;

(C) details of the registration granted by the Authority under the Act;

(iii) apartment, plot and garage related details,-

(A) details of the number, type and carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas with the apartment, if any, or details of the number, type and area of plots for sale in the project or both, as the case may be;

(B) details of the number and area of garage for sale in the project;

(C) details of the number of open parking areas and covered parking areas available in the real estate project;

(iv) registered Agents,- names and addresses of real estate agents for the project.

(v) consultants,- Details, including name and addresses, of contractors, architect, structural engineers and other persons concerned with the development of the real estate project such as-

(A) name and address of the person;

(B) names of promoters;

(C) year of establishment;

(D) names and profile of key projects completed;

(vi) location,- the details of the location of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;

(vii) development Plan,-

(A) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc.;

(B) amenities:- a detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, and any other facilities and amenities or public health services proposed to be provided in the project;

(C) gantt charts or milestone charts and project schedule:- the plan of development works to be executed in the project and the details of the proposed facilities to be provided thereof and the timelines to achieve the same;

(D) the stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity etc.

(c) financial details of the promoter,-

(i) the authenticated copy of the PAN card of the promoter;

(ii) the annual report including audited profit and loss account, balance sheet, cash flow statement, directors report and the auditors' report of the promoter for the immediately preceding three financial years and where annual report is not available then the audited profit and loss account, balance sheet, cash flow statement and the auditors' report of the promoter for the immediately preceding three financial years and in case of newly incorporated or registered entity such information shall be disclosed for the parent entity;

(d) the promoter shall upload the following updates on the webpage for the project, within fifteen days from the expiry of each quarter, namely:-

(i) list of number and types of apartments or plots, booked;

(ii) list of number of garages booked;

(iii) status of the project,-

(A) status of construction of each building with photographs;

(B) status of construction of each floor with photographs;

(C) status of construction of internal infrastructure and common areas with photographs.

(iv) status of approvals,-

(A) approvals received;

(B) approvals applied and expected date of receipt;

(C) approvals to be applied and date planned for application;

(D) modifications, amendment or revisions, if any, issued by the competent authority with regard to any sanctioned plans, layout plans, specifications, license, permit or approval for the project;

(e) the details of approvals, permissions, clearances, legal documents,-

(i) approvals-

(A) authenticated copy of the license or land use permission, building sanction plan and the commencement certificate from the competent authority obtained in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license or land use permission, building sanction plan and the commencement certificate for each of such phases;

(B) authenticated copy of the site plan or site map showing the location of the project land along with names of revenue estates, survey numbers, cadastral numbers, khasra numbers and area of each parcels of the project land;

(C) authenticated copy of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the competent authority and other specifications of the project;

(D) floor plans for each tower and block including clubhouse, amenities and common areas;

(E) any other permission, approval, or license that may be required under applicable law including fire no-objection certificate, permission from water and sewerage department etc.;

(F) authenticated copy of occupancy certificate and completion certificate including its application.

(ii) legal documents-

(A) the details including the proforma of the application form, allotment letter, agreement for sale and the conveyance deed;

(B) authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed along with legally valid documents for chain of title with authentication of such title;

(C) land title search report from an advocate having experience of at least ten years;

(D) details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, litigation and name of any party in or over such land or non encumbrance certificate through an advocate having experience of atleast ten years from the revenue authority not below the rank of tehshildar, as the case may be;

(E) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;

(F) details of mortgage or charge, if any, created on the land and the project;

(f) Contact details- contact address, contact numbers and email-id of the promoter, authorised person and other officials related to the project.

(2) For the purpose of clause (c) of section 34 of the Act, the Authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each project revoked or penalised, as the case may be.

(3) For the purpose of clause (d) of section 34, the Authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked, namely:-

(a) For real estate agents registered with the Authority:-

(i) registration number and the period of validity of the registration of the real estate agent with the Authority;

(ii) brief details of his enterprise including its name, registered address, type of enterprise (whether as proprietorship, societies, partnership, company etc.);

(iii) particulars of registration as proprietorship, societies, partnership, company etc. including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(iv) name, address, contact details and photograph of the real estate agent, if it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other persons;

(v) authenticated copy of the PAN card of the real estate agent;

(vi) authenticated copy of the address proof or the place of business and the contact address, contact numbers and email-id of the real estate agent and its other officials;

(b) In case of applicants whose application for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked by the Authority-

(i) registration number and the period of validity of the registration of the real estate agent with the Authority;

(ii) brief details of his enterprise including its name, registered address, type of enterprise (whether as proprietorship, societies, partnership, company etc.);

(iii) name, address, contact details and photograph of the real estate agent if it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other persons;

(c) such other documents or information as may be specified by the Act or the rules and regulations made thereunder.

(4) The Authority shall maintain a back-up, in digital form, of the contents of its website in terms of this rule, and ensure that such back-up is updated on the last day of each month.

CHAPTER V

INTEREST PAYABLE BY PROMOTER AND ALLOTTEE AND TIMELINES FOR REFUND

16. Interest payable by promoter and allottee.— The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest Marginal Cost of Lending Rate plus two per cent:

Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

17. Timelines for refund. — Any refund of monies along with the applicable interest and compensation, if any, payable by the promoter in terms of the Act or the rules and regulations made thereunder, shall be payable by the promoter to the allottee within forty-five days from the date on which such refund along with applicable interest and compensation, as the case may be, becomes due.

CHAPTER VI

REAL ESTATE REGULATORY AUTHORITY

18. Manner of selection of Chairperson and other Members of the Authority.— (1) As and when vacancies of Chairperson or any other Member in the Authority exist or arise, or are likely to arise, the Government may make a reference to the Selection Committee in respect of the vacancies to be filled as per provisions of section 21.

(2) The Government shall expeditiously constitute a selection committee, as often as may be required, to select persons for appointment as Chairperson and Members.

(3) The Selection Committee shall consist of the following members, namely:-

(a) Chief Justice of High Court of Odisha or his nominee shall be the Chairman;

(b) Additional Chief Secretary or Principal Secretary or Secretary to Government, Department of Law shall be the member; and

(c) Additional Chief Secretary or Principal Secretary or Secretary to Government, Housing and Urban Development Department shall be the Member and Convenor of the Selection Committee.

(4) The Selection Committee may, for the purpose of selection of the Chairperson or Member of the Authority, follow such procedure as deemed fit including the appointment of a Search Committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names for appointment as Chairperson or Member of the Authority.

(5) The Selection Committee shall select two persons for each vacancy and recommend the same to the Government.

(6) The Selection Committee shall make its recommendation to the Government within a period of not exceeding sixty days from the date of reference made under sub-rule (1).

(7) The Government shall within thirty days from the date of receipt of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Chairperson or other Member, as the case may be.

19. Salary and allowances payable and other terms and conditions of service of Chairperson and other Members of the Authority.— (1) The salaries and allowances payable to the Chairperson and other Members of the Authority shall be as follows-

(a) the Chairperson of the Authority shall be paid a salary equivalent to that of the Chief Secretary of the State Government; and

(b) the Members of the Authority shall be paid a salary equivalent to Principal Secretary of the State Government.

(2) **Dearness Allowance and City Compensatory Allowance:** The Chairperson or the Member of the Authority shall be entitled to receive Dearness Allowance and other allowances at the rate as are admissible to the Chief Secretary of the State Government or Principal Secretary of the State Government respectively:

Provided that in case a person appointed as the Chairperson or a member is in receipt of any pension, the pay of such person shall be reduced by the gross amount of pension including any commuted portion thereof drawn by him:

(3) **Leave:** (a) The Chairperson or a Member shall be entitled to thirty days of earned leave for every completed year of service.

(b) Leave sanctioning authority.- Leave sanctioning authority in case of,-

(i) The Chairperson of the Authority, shall be the Minister-in-charge of the Housing and urban Development Department of the State Government; and

(ii) The Members of the Authority, shall be the Chairperson

(4) **Other Allowances & Benefits:** The other allowances including travelling allowance, daily allowance, leave travel concession, medical facilities, conveyance facilities, accommodation, telephone facilities and other allowances shall be same as admissible to the Chief Secretary or the Principal Secretary to the State Government, as the case may be.

20. Administrative powers of the Chairperson of the Authority. — (1) Subject to the provisions of the Act, the administrative powers of the Chairperson of the Authority shall include making decisions with regard to the following:-

(a) officiating against sanctioned posts;

(b) authorisation of tours to be undertaken by any Member, officer or employee of the Authority within India;

(c) matters in relation to reimbursement of medical claims;

(d) matters in relation to grant or rejection of leaves;

(e) nominations for attending seminars, conferences and training courses in India;

(f) permission for invitation of guests to carry out training course;

(g) matters pertaining to staff welfare expenses;

(h) sanction or scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;

(i) matters relating to disciplinary action against any Member, officer or employee of the Authority.

(2). The Chairman of the Authority shall also exercise such other powers that may be required for the efficient functioning of the Authority and enforcement of the provisions of the Act and the rules and regulations made thereunder.

21. Salary and allowances payable to and the other terms and conditions of service of the officers and of the employees of the Authority.— (1) The conditions of

service of the officers and employees of the Authority in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the Government and drawing the corresponding scales of pay.

(2) The Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees.

22. Categories of Officers and employees of the Authority.— The nature and categories of officers and employees of the Authority shall be recommended by the Authority for consideration of the Government which shall be approved with or without modifications, as the case may be, by the Government.

23. Conditions of Service.— (1) The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the Government and drawing the corresponding scales of pay;

Provided that the provisions of the **Odisha Civil Services (Classification, Control and Appeal) Rules, 1962** shall apply to the officers and employees of the Authority subject to modification specified in the schedule to these rules.

(2) Consultants or experts may be engaged by the Authority to facilitate its discharge of functions. The consultants or experts shall be paid a monthly honorarium as may be determined by the Government from time to time.

(3) The consultants or experts shall not be deemed to be regular members of the Staff borne on the establishment of the Authority. The consultants or experts may be appointed for tenure of one year, extendable on year to year basis.

(4) The term of the appointment of consultants or experts may be terminated by the Authority by serving one months' notice.

(5) The Government shall have powers to relax the provisions of any of these rules in respect of any class or category of officers or employees or consultants and experts as the case may be for the reasons recorded in writing.

24. Functioning of the Authority.— (1) The office of the Authority shall be located at Bhubaneswar or at such place as may be determined by the Government by notification.

(2) The working days and office hours of the Authority shall be the same as that of the normal working days and office hours of the other offices of the Government.

(3) The official common seal and emblem of the Authority shall be such as the Government may specify.

(4) Every notice, order and direction of the Authority shall bear the seal of the Authority which shall be in custody with the person designated by the Chairperson.

(5) The Authority shall ordinarily have sittings at its headquarters and at such other places as the Chairperson may by general or special order specify.

25. Additional powers of the Authority.— (1) In addition to the powers specified in clause (iv) of sub-section (2) of section 35, the Authority shall exercise the following additional powers,-

(a) require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary;

(b) requisitioning, subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), any public record or document or copy of such record or document from any office.

(2) The Authority may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture, law or engineering or from any other discipline as it deems necessary, to assist the Authority in the conduct of any inquiry or proceedings before it.

(3) The Authority may in the interest of the allottees, inquire into the payment of amounts imposed as penalty, interest or compensation, paid or payable by the promoter, in order to ensure that the promoter has not,-

(a) withdrawn the said amounts from the account maintained under sub-clause (D) of clause (I) of sub-section (2) of section 4 of the Act; or

(b) used any amounts paid to such promoter by the allottees for that real estate project for which the penalty, interest or compensation is payable, or any other real estate project; or

(c) recovered the amounts paid as penalty, fine or compensation from the allottees of the relevant real estate project or any other real estate project.

26. Recovery of interest, penalty and compensation. — Subject to the provisions of sub-section (1) of section 40, the recovery of the amounts due such as interest, penalty or compensation shall be recovered as arrears of land revenue in the manner provided under the Odisha Public Demands Recovery Act, 29162 (Odisha Act 1 of 1963).

CHAPTER VII
REAL ESTATE APPELLATE TRIBUNAL

27. Appeal and the fees payable.— (1) Every appeal filed under sub-section (1) of section 44 of the Act shall be accompanied by a fees of five thousand rupees in the form of a demand draft drawn on a scheduled bank in favour of the Appellate Tribunal and payable at the branch of that Bank at the station where the seat of the said Appellate Tribunal is situated or through online payment, as the case may be.

(2) Every appeal shall be filed in Form 'J', in triplicate, until the application procedure is made web based, along with the following documents, namely:-

(a) True copy of the order against which the appeal is filed;

(b) Copies of the documents relied upon by the appellant and referred to in the appeal; and

(c) An index of the documents.

(3) Every appeal shall be either filed at the filing counter of the Registry of the Appellate Tribunal or through a registered post or through online system, as applicable.

(4) In case of an appeal sent by post under sub-rule (3), it shall be deemed to have been presented to the Appellate Tribunal on the day on which it is received in its office.

(5) Where a party to the appeal is represented by an authorised person, as provided under section 56 of the Act, a copy of the authorisation to act as such and the written consent thereto by such authorised person, both in original, shall be appended to the appeal or the reply to the notice of the appeal, as the case may be.

(6) On the date of hearing or any other date to which hearing could be adjourned, it shall be obligatory on the parties or their agents, as the case may be, to appear before the Appellate Tribunal:

Provided that where the appellant or his authorised person, as the case may be, fails to appear before the Appellate Tribunal on such days, the Appellate Tribunal may in its discretion either dismiss the appeal for default or decide it on merits and where the opposite

party or his authorised person fails to appear on the date of hearing, the Appellate Tribunal may decide the appeal ex-parte.

(7) The procedure for day to day functioning of the Appellate Tribunal, which have not been provided by the Act or the rules made thereunder, shall be as specified by the Appellate Tribunal.

28. Manner of selection of Members of the Appellate Tribunal.— (1) As and when vacancies of a Member in the Appellate Tribunal exist or arise, or are likely to arise, the Government may make a reference to the Selection Committee in respect of the vacancies to be filled.

(2) The Selection Committee may, for the purpose of selection of the Member of the Appellate Tribunal, follow such procedure as deemed fit including the appointment of a Search Committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Member of the Appellate Tribunal.

(3) The Selection Committee shall select two persons for each vacancy and recommend the same to the Government.

(4) The Selection Committee shall make its recommendation to the Government within a period of sixty days from the date of reference made under sub-rule (1).

(5) The Government shall within thirty days from the date of the receipt of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Member.

29. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of Appellate Tribunal.— (1) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as follows,-

(a) The Chairperson shall be paid a monthly salary equivalent to the last drawn salary by such person, as a Judge of a High Court;

(b) The Member shall be paid a monthly salary equivalent to the last drawn salary at the post held by such person, prior to his appointment as a Member of the Appellate Tribunal; and

(c) The Member, who is not a servant of the Government, shall be paid a monthly salary equivalent to the Principal Secretary to the Government.

(2) The Chairperson and every other Member shall be entitled to thirty days of earned leave for every completed year of service.

(3) The other allowances and conditions of service of the Chairperson and the Member shall be as admissible to a Judge of High Court or Principal Secretary to Government, as the case may be.

Provided that in case a person appointed as the Chairperson or a member is in receipt of any pension, the pay of such person shall be reduced by the gross amount of pension including any commuted portion thereof drawn by him.

30. Procedure for inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal.— (1) The Government shall on the occurrence of any of the circumstances specified in clause (d) or clause (e) of sub-section (1) of section 26 of the Act in case of a Chairperson or Member of the Authority or as specified under subsection (1) of section 49 in case of a Chairperson or Member of the Appellate Tribunal, either by receipt of a complaint in this regard or *suo motu,* as the case may be, make a preliminary scrutiny with respect to such charges against the Chairperson or any Member of the Authority or Appellate Tribunal, as the case may be.

(2) If, on preliminary scrutiny, the Government considers it necessary to investigate into the allegation, it shall place the complaint, if any, together with supporting material as may be available, before the Chief Justice of the High Court to appoint a sitting or retired Judge of the High Court.

(3) The Government shall forward to the Judge appointed under sub-rule (2), copies of,-

(a) the statement of charges against the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be; and

(b) material documents relevant to the inquiry.

(4) The Chairperson or Member of the Authority or Appellate Tribunal, as the case may be, shall be given a reasonable opportunity of being heard with respect to the charges within the time period as may be specified in this behalf by the Judge conducting the inquiry in the matter.

(5) Where it is alleged that the Chairperson or Member of an Appellate Tribunal is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may arrange for the medical examination of the Chairperson or Member of the Appellate Tribunal.

(6) After the conclusion of the investigation, the Judge shall submit his report to the Government stating therein his findings and the reasons thereof on each of the articles of charges separately with such observations on the whole case as he thinks fit.

(7) After receipt of the report under sub-rule (6), the Government shall in consultation with the Chief Justice of the High Court decide to either remove or not to remove the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be.

31. Salary and allowances payable and other terms and conditions of service of officers and other employees of Appellate Tribunal.— (1) The conditions of service of the officers and employees of the Appellate Tribunal and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, as applicable to officers and employees of the Government and drawing the corresponding scales of pay.

(2) The Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees, as the case may be.

32. Categories of Officers and employees of the Appellate Tribunal.— The nature and categories of officers and employees of the Tribunal shall be recommended by the Tribunal for consideration of the Government which shall be approved with or without modifications, as the case may be.

33. Conditions of Service.— The conditions of service of the officers and employees of the Appellate Tribunal and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the Government and drawing the corresponding scales of pay:

Provided that the provisions of the **Odisha Civil Services (Classification, Control and Appeal) Rules, 1962** shall apply to these officers and employees of the Appellate Tribunal subject to modification specified in the schedule to these rules.

34. Additional powers of the Appellate Tribunal.— (1) In addition to the powers specified in clause (g) of sub-section (4) of section 53 of the Act, the Appellate Tribunal shall exercise the following additional powers,-

(a) Require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary.

(b) Requisitioning, subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), any public record or document or copy of such record or document from any office.

(2) The Appellate Tribunal may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture, law or engineering or from any other discipline as it deems necessary, to assist the Appellate Tribunal in the conduct of any inquiry or proceedings before it.

35. Administrative powers of the Chairperson of the Appellate Tribunal.— (1) The Chairperson of the Appellate Tribunal shall exercise the following administrative powers namely:-

(a) Officiating against sanctioned posts.

(b) Authorisation of tours to be undertaken by any Member, officer or employee: within India.

(c) Matters in relation to reimbursement of medical claims.

(d) Matters in relation to grant or rejection of leaves.

(e) Nominations for attending seminars, conferences and training courses in India.

(f) Permission for invitation of guests to carry out training course.

(g) Matters pertaining to staff welfare expenses.

(h) Sanction or scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs.

(i) All matters relating to disciplinary action against any Member, officer or employee.

(2) The Chairperson of the Appellate Tribunal shall also exercise such other powers that may be required for the efficient functioning of the Appellate Tribunal and enforcement of the provisions of the Act and the rules and regulations made thereunder.

36. Functioning of the Appellate Tribunal.— (1) The office of the Appellate Tribunal shall be located at such place as may be determined by the Government by notification.

(2) The working days and office hours of the Appellate Tribunal shall be the same as that of the normal working days and office hours of the other offices of the Government.

(3) The official common seal and emblem of the Appellate Tribunal shall be such as the Government may specify.

(4) Every notice, order and judgment of the Appellate Tribunal shall bear the seal of the Appellate Tribunal which shall be in custody with the person designated by the Chairperson.

(5) The Appellate Tribunal shall ordinarily have sittings at its headquarters and at such places as the Chairperson may by general or special order specify.

CHAPTER VIII
OFFENCES AND PENALTIES

37. Terms and conditions and the fine payable for compounding of offence.— (1) The court shall, for the purposes of compounding any offence specified under section 70 of the Act, accept an amount as specified in the Table below:

Offence	Amount to be paid for compounding the offence
Punishable with imprisonment under sub-section (2) of section 59	ten percent of the estimated cost of the real estate project

Offence	Amount to be paid for compounding the offence
Punishable with imprisonment under section 64	ten percent of the estimated cost of the real estate project
Punishable with imprisonment under section 66	ten percent of the estimated cost of the plot, apartment or building as the case may be, of the real estate project, for which the sale or purchase has been facilitated
Punishable with imprisonment under section 68	ten percent of the estimated cost of the plot, apartment or building as the case may be

(2) The promoter, allottee or real estate agent, as the case may be, shall comply with the orders of the Authority or the Appellate Tribunal, within the period specified by the court, which shall not be more than thirty days from the date of compounding of the offence.

(3) On payment of the sum of money in accordance with sub-rule (1) and subsequent to compliance of the orders of the Authority or the Appellate Tribunal as provided in sub-rule (2), any person in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any court for that offence.

(4) The acceptance of the sum of money for compounding an offence under sub-rule (1), by the Court shall be deemed to be an acquittal within the meaning of section 300 of the Code of Criminal Procedure, 1973 (2 of 1974).

CHAPTER IX

FILING OF COMPLAINT WITH THE AUTHORITY AND THE ADJUDICATING OFFICER

38. The manner of holding an inquiry by the Authority.— (1) Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer in such Form, manner and fees as specified by regulations.

(2) The Authority shall for the purposes of deciding any complaint as specified under sub-rule (1), follow summary procedure for inquiry in the following manner, namely:-

(a) Upon receipt of the complaint, the Authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent.

(b) The respondent against whom such notice is issued under clause (a), may file his reply in respect of the complaint within the period as specified in the notice.

(c) The notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant.

(d) On the date so fixed, the Authority shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent,-

(i) pleads guilty, the Authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;

(ii) does not plead guilty and contests the complaint, the Authority shall demand an explanation from the respondent.

(e) In case the Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint.

(f) In case the Authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it.

(g) The Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions.

(h) The Authority shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce any documents which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry, and in taking such evidence, the Authority shall not be bound to observe the provisions of the Indian Evidence Act, 1872 (11of 1872).

(i) On the date so fixed, the Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that,-

(i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder, it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder;

(ii) the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder, the Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.

(j) If any person fails, neglects or refuses to appear, or present himself as required before the Authority, the Authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

(3) The procedure for day to day functioning of the Authority, which have not been provided by the Act or the rules made thereunder, shall be as specified by regulations made by the Authority.

(4) Where a party to the complaint is represented by an authorised person, as provided under section 56, a copy of the authorisation to act as such and the written consent thereto by such authorised person, both in original, shall be appended to the complaint or the reply to the notice of the complaint, as the case may be.

39. The manner of holding an inquiry by the adjudicating officer.— (1) Any aggrieved person may file a complaint with the adjudicating officer for interest and compensation as provided under sections 12, 14, 18 and 19 in such Form, manner and fees as specified by regulations.

(2) The adjudicating officer shall for the purposes of adjudging interest and compensation follow summary procedure for inquiry in the following manner, namely:-

(a) Upon receipt of the complaint, the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent.

(b) The respondent against whom such notice is issued under clause (a) of sub-rule (2) may file his reply in respect of the complaint within the period as specified in the notice.

(c) The notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant.

(d) On the date so fixed, the adjudicating officer shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent,-

(i) pleads guilty, the adjudicating officer shall record the plea, and by order in writing for payment of interest as specified in rule 15 and such compensation as he thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder;

(ii) does not plead guilty and contests the complaint, the adjudicating officer shall demand and explanation from the respondent.

(e) In case the adjudicating officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint.

(f) In case the adjudicating officer is satisfied on the basis of the submissions made that the there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by him.

(g) The adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions.

(h) The adjudicating officer shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce any documents which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry, and in taking such evidence, the adjudicating officer shall not be bound to observe the provisions of the Indian Evidence Act, 1872 (11 of 1872).

(i) On the date so fixed, the adjudicating officer upon consideration of the evidence produced before him and other records and submissions is satisfied that the respondent is,-

(i) liable to pay interest and compensation, as the case may be, the adjudicating officer may, by order in writing, order payment of interest as specified in rule 15 and such compensation as he thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder; or

(ii) not liable to any interest and compensation, as the case may be, the adjudicating officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.

(j) If any person fails, neglects or refuses to appear, or present himself as required before the adjudicating officer, the adjudicating officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

(3) The procedure for day to day functioning of the adjudicating officer, which have not been provided by the Act or the rules made thereunder, shall be as specified by regulations made by the Authority.

(4) Where a party to the complaint is represented by an authorised person, as provided under section 56, a copy of the authorisation to act as such and the written consent thereto by such authorised person, both in original, shall be appended to the complaint or the reply to the notice of the complaint, as the case may be.

CHAPTER X
BUDGET AND REPORT

40. Budget, accounts and audit.— (1) At the end of the financial year of every year, the Authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts in Form 'K'.

(2) The Authority shall preserve the accounts and other relevant records prepared under sub-rule (1) for a minimum period of five years.

(3) The accounts and other relevant records under sub-rule (1) shall be signed by the Chairperson, Members, Secretary and the officer in-charge of Finance and Accounts.

(4) The accounts of the Authority and the audit report shall, as soon as possible, be submitted to the Government for laying before the Parliament.

41. Annual Report.— (1) The Authority shall submit its annual report in such manner as may be specified by the regulations.

(2) The Authority may also include in the Annual Report such other matters as deemed fit by the Authority for reporting to the Government.

(3) The annual report shall, after adoption at a meeting of the Authority and signed by the Chairperson and Members and authenticated by affixing the common seal of the Authority, with requisite number of copies thereof, be submitted to the Government within a period of one hundred and eighty days immediately following the close of the year for which it has been prepared.

Form 'A'

(see rule 3(4))

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORISED BY THE PROMOTER

Affidavit-cum-Declaration

Affidavit cum Declaration of [Mr./Ms.] _____ [promoter of the project / duly authorised by the promoter of the project, vide its/his/their authorisation dated _____];

I, _____ [promoter of the project / duly authorised by the promoter of the project] do hereby solemnly declare, undertake and state as under:

1. That [I / promoter] [have / has] a legal title to the land on which the development of the project is proposed or _____ [have/has] a legal title to the land on which the development of the proposed project is to be carried out and a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the said land is free from all encumbrances.

or

That details of encumbrances _____ including details of any rights, title, interest, dues, litigation and name of any party in or over such land.

3. That the time period within which the project shall be completed by [me / the promoter] is _____.

4. That seventy per cent. of the amounts realised by [me / the promoter] for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn by [me / the promoter] in proportion to the percentage of completion of the project.

6. That the amounts from the separate account shall be withdrawn by [me / the promoter] after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

7. That [I / the promoter] shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8. That [I / the promoter] shall take all the pending approvals on time, from the competent authorities.

9. That [I / the promoter] [have / has] furnished such other documents as have been prescribed by the Act and the rules and regulations made thereunder.

10. That [I / the promoter] shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this ____ day of _____.

Deponent

Form 'B'

(see rule 5(1))

REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 to the following project under project registration number _____:

_____

[Specify Details of Project including the project address];

1. [in the case of an individual] [Mr./Ms.] _____son of

[Mr./Ms.]_____Tehsil_____District_____

_ State _____;

OR

[in the case of a firm / society / company / competent authority etc.] _____ [firm / society / company / competent authority etc.] _____ having its [registered office / principal place of business] at _____.

2. This registration is granted subject to the following conditions, namely:-

(i) The promoter shall enter into an agreement for sale with the allottees as prescribed by the Government;

(ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17;

(iii) The promoter shall deposit seventy per cent. of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4;

(iv) The registration shall be valid for a period of _____ years commencing from _____and ending with _____unless extended by the Authority in accordance with the Act and the rules made thereunder;

(v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;

(vi) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

Form 'C'

(see rules 5(2), rule 6(4) and rule 7)

INTIMATION OF REJECTION OF APPLICATION FOR REGISTRATION OF PROJECT / REJECTION OF APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT / REVOCATION OF REGISTRATION OF PROJECT

From:

The Real Estate Regulatory Authority (Name of place)

_____

_____

To

_____

_____

_____

[Application/Registration] No.: _____

Dated: _____

You are hereby informed that your application for registration of your project is rejected.

or

You are hereby informed that your application for extension of the registration of your project is rejected.

or

You are hereby informed that the registration granted to your project is hereby revoked.

for the reasons set out:- _____

Place:

Dated:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

Form 'D'

(see rule 6(4))

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

This extension of registration is granted under section 6, to the following project:

_____

_____,

registered with the Authority vide project registration certificate bearing No._____ of:-

1. [in the case of an individual] [Mr./Ms.] _____son of

[Mr./Ms.]_____Tehsil_____District_____
_State_____;

OR

[in the case of a firm / society / company / competent authority etc.] _____ [firm / society / company / competent authority etc.] _____having its [registered office/principal place of business] at _____.

2. This extension of registration is granted subject to the following conditions, namely:-

(i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17;

(ii) The promoter shall deposit seventy per cent. of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4;

(iii) The registration shall be extended by a period of _____ [days / weeks / months] and shall be valid until _____;

(iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;

(v) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project;

(vi) If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

Form 'E'

(see rule 9)

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To

The Real Estate Regulatory Authority (Name of Place)

_____

_____

Sir,

[I/We] apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the _____State in terms of the Act and the rules and regulations made thereunder,

1. [in the case of an individual] [Mr./Ms.] _____son of

[Mr./Ms.]_____Tehsil_____District_____
_ State_____.

OR

[in the case of a firm / society / company etc.] _____ [firm / society / company etc.] _____having its [registered office / principal place of business] at _____.

2. The requisite particulars are as under:-

(i) Status of the applicant, whether [individual / company / proprietorship firm / societies / partnership firm / limited liability partnership etc.];

(ii) In case of individual –

(a) Name of [Individual / Proprietorship firm]

(b) Father's Name

(c) Occupation

(d) Address

(e) Contact Details (Phone number, e-mail, Fax Number etc.)

(f) Name, photograph, contact details and address of the proprietor

OR

In case of [firm / societies / company etc.] -

(a) Name

(b) Address

(c) Copy of registration certificate as [firm / societies / company etc.]

(d) Major activities

(e) Contact Details (Phone number, e-mail, Fax Number etc.)

(f) Name, photograph, contact details and address of [partners / directors etc.]

(iii) Particulars of registration as [proprietorship, societies, partnership, company etc.] including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(iv) Authenticated copy of the address proof or the place of business;

(v) Details of registration in any other State or Union Territory;

(vi) Any other information as specified by regulations.

3. [I/We] enclose the following documents along with, namely:-

(i) Demand Draft No. _____ dated _____ for a sum of Rs. _____, in favour of _____, drawn on _____ bank as registration fee as per sub-rule (2) of rule 8 or through online payment as the case may be _____ (give details of online payment such as date paid, transaction no. etc.);

(ii) Authenticated copy of the PAN card of the real estate agent; and

(iii) Authenticated copy of the registration as a real estate agent in any other State or Union Territory, if applicable.

4. [I/We] solemnly affirm and declare that the particulars given in herein are correct to [my /our] knowledge and belief and nothing material has been concealed by [me/us] therefrom.

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant(s)

Form 'F'

(see rule 10(2))

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

1. This registration is granted under section 9 with registration certificate bearing No. _____ to [in the case of an individual] [Mr./Ms.] _____son of [Mr./Ms.]_____Tehsil_____District_____ State_____;

OR

[in the case of a firm / society / company etc.] _____ [firm / society / company etc.] _____ having its [registered office / principal place of business] at _____ to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the _____State in terms of the Act and the rules and regulations made thereunder.

2. This registration is granted subject to the following conditions, namely:-

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the Authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 12;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;

(iv) The real estate agent shall facilitate the possession of all information and documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be;

(v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be;

(vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;

(vii) The real estate agent shall not contravene the provisions of any other law for the time being in force as applicable to him;

(viii)The real estate agent shall discharge such other functions as may be specified by the Authority by regulations.

3. The registration is valid for a period of five years commencing from _____ and ending with_____ unless renewed by the Authority in accordance with the provisions of the Act or the rules and regulations made thereunder.

4. If the above mentioned conditions are not fulfilled by the real estate agent, the Authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

Form 'G'

(see rules 10(3), 11(4) and 12)

INTIMATION OF REJECTION OF APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT / REJECTION OF APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT / REVOCATION OF REGISTRATION OF REAL ESTATE AGENT

From:

The Real Estate Regulatory Authority (Name of Place)

_____

_____

To

_____

_____

[Application / Registration] No.: _____

Dated: _____

You are hereby informed that your application for registration as real estate agent is rejected.

or

You are hereby informed that your application for the renewal of the registration as real estate agent is rejected.

or

You are hereby informed that the registration granted to you as real estate agent is hereby revoked.

for the reasons set out:- _____

Place:

Dated:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

Form 'H'

(see rule 11(1))

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

_____

_____

_____

To

The Real Estate Regulatory Authority (Name of Place)

_____

_____

_____

Sir,

[I/We] apply for renewal my/our registration as a real estate agent under registration certificate bearing No.

1. As required [I/We] submit the following documents and information, namely:-

(i) A demand draft no._____ dated _____ for rupees_____ in favour of _____drawn on_____ bank as renewal fee as per sub-rule (2) of rule 10 or through online payment as the case may be _____ (give details of online payment such as date paid, transaction no. etc.);

(ii) The authenticated copy of the registration certificate; and

(iii) Status of the applicant, whether [individual / company / proprietorship firm / societies / partnership firm / limited liability partnership etc.];

(iv) In case of individual –

(a) Name of [Individual / Proprietorship Firm]

(b) Father's Name

(c) Occupation

(d) Address

(e) Contact Details (Phone number, e-mail, Fax Number etc.)

(f) Name, photograph, contact details and address of the proprietor

OR

In case of [firm / societies / company etc.] -

(a) Name

(b) Address

(c) Copy of registration certificate as [firm / societies / company etc.]

(d) Major activities

(e) Contact Details (Phone number, e-mail, Fax Number etc.)

(f) Name, photograph, contact details and address of [partners / directors etc.];

(v) particulars of registration as [proprietorship, societies, partnership, company etc.] including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(vi) authenticated copy of the address proof of the place of business;

(vii) authenticated copy of the PAN card of the real estate agent;

(viii) authenticated copy of the registration as a real estate agent in any other State or Union Territory, if applicable;

(ix) Any other information as specified by regulations.

2. [I/We] solemnly affirm and declare that the particulars given in herein are correct to [my /our] knowledge and belief and nothing material has been concealed by [me/us] therefrom.

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant(s)

Form 'I'

(see rule 11(4))

CERTIFICATE FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

1. This renewal of registration is granted under section 9 to [in the case of an individual] [Mr./Ms.] _____son of [Mr./Ms._____Tehsil_____District _____ State _____;

OR

[in the case of a firm / society / company etc.] _____[firm / society / company etc.] _____having its [registered office / principal place of business] at _____., in continuation to registration certificate bearing No._____, of _____.

2. This renewal of registration is granted subject to the following conditions, namely:-

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the Authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 12;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;

(iv) The real estate agent shall facilitate the possession of all information and documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be;

(v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be;

(vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;

(vii) The real estate agent shall not contravene the provisions of any other law for the time being in force as applicable to him;

(viii) The real estate agent shall discharge such other functions as may be specified by the Authority by regulations.

3. The registration is valid for a period of five years commencing from _____ and ending with_____ unless renewed by the Authority in accordance with the provisions of the Act or the rules and regulations made thereunder.

4. If the above mentioned conditions are not fulfilled by the real estate agent, the Authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

Form 'J'

(see rule 27(2))

APPEAL TO APPELLATE TRIBUNAL

Appeal under section 44 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)

For use of Appellate Tribunal's office:

Date of filing: _____

Date of [receipt at the filing counter of the Registry / receipt by post / online filing]: _____

Appeal No.: _____

Signature: _____

Registrar: _____

IN THE REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between

_____ Appellant(s)

And

_____ Respondent(s)

Details of appeal:

1. Particulars of the appellants:

(i) Name(s) of the appellant:

(ii) Address of the existing office / residence of the appellant:

(iii) Address for service of all notices:

(iv) Contact Details (Phone number, e-mail, Fax Number etc.):

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

(iv) Contact Details (Phone number, e-mail, Fax Number etc.):

3. Jurisdiction of the Appellate Tribunal:

The appellant declares that the subject matter of the appeal falls within the jurisdiction of the Appellate Tribunal.

4. Limitation:

The appellant declares that the appeal is within the limitation specified in sub-section (2) of section 44

OR

If the appeal is filed after the expiry of the limitation period specified under sub-section (2) of section 44 specify reasons for delay _____.

5. Facts of the case:

(give a concise statement of facts and grounds of appeal against the specific order of the Authority or the adjudicating officer, as the case may be, passed under section(s) _____ or rule(s) _____ or regulation(s) _____).

6. Relief(s) sought:

In view of the facts mentioned in paragraph 5 above, the appellant prays for the following relief(s) _____.

[Specify below the relief(s) sought explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

7. Interim order, if prayed for:

Pending final decision on the appeal the appellant seeks issue of the following interim order:

[Give here the nature of the interim order prayed for with reasons]

8. Matter not pending with any other court, etc.:

The appellant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).

9. Particulars of [demand draft or online payment] in respect of the fee in terms of sub-rule (1) of rule 25:

(i) Amount:

(ii) Name of the bank on which drawn:

(iii) [Demand draft number / online payment transaction no.]:

10. List of enclosures:

(i) An attested true copy of the order against which the appeal is filed

(ii) Copies of the documents relied upon by the appellant and referred to in the appeal

(iii) An index of the documents

(iv) Other documents as annexed along with the complaint

Signature of the appellant(s)

Verification

I_____ (name in full block letters) [son / daughter] of _____ the appellant do hereby verify that the contents of paragraphs [1 to 10] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the appellant(s)

Instructions:

(1). Every appeal shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimetres width on top and with a right margin on 2.5 cm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.

(2). Every appeal shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the appeal.

Form 'K'

(see rule 40(1))

ANNUAL STATEMENT OF ACCOUNTS

Receipts and Payments Account

For the year ended _____ (In Rupees)

A/c Code	Receipts	Current Year as on	Previous year as on	A/C Code	Payments	Current Year as on	Previous year as on
1.	To Balance Brought down:			13.	By Chairperson and Members:		
1.1.	To Bank			13.1.	By Pay and Allowances		
1.2.	To Cash in hand			13.2.	By Other benefits		
2.	To Fee, Charges and Fine:			13.3.	By Travelling expenses:		
2.1.	To Fees			13.3.1.	By Overseas		
2.2.	To Charges			13.3.2.	By Domestic		
2.3.	To Fines			14.	By Officers:		
2.4.	To Others (specify)			14.1.	By Pay and Allowances		
3.	To Grants:			14.2.	By Retirement benefits		
3.1.	To Accounts with Government			14.3.	By Other benefits		
3.2.	To Others (specify)			14.4.	By Travelling expenses:		
4.	To Gifts			14.4.1.	By Overseas		
5.	To Seminars and conferences			14.4.2.	By Domestic		
6.	To Sale of Publications			15.	By Staff:		
7.	To Income on investments and Deposits :			15.1.	By Pay and Allowances		
7.1.	To Income on investments			15.2.	By Retirement benefits		
7.2.	To Income on Deposits			15.3.	By Other benefits		
8.	To Loans:			15.4.	By Travelling expenses:		
8.1.	To Government			15.4.1.	By Overseas		
8.2.	To Others (specify)			15.4.2.	By Domestic		

9.	To Sale of Assets			16.	By Hire of Conveyance		
10.	To Sale on Investments			17.	By Wages		
11.	To Recoveries from pay bills			18.	By Overtime		
				19.	By Honorarium		
				20.	By Other office expenses		
				21.	By Expenditure on Research		
				22.	By Consultation expenses		
				23.	By Seminars and conferences		
				24.	By Publications of Authority		
				25.	By Rent and Taxes		
				26.	By Interest on Loans		
				27.	By Promotional Expenses		
				28.	By Membership fee		
				29.	By Subscription		
				30.	By Purchase of Fixed Assets (specify)		
				31.	By Investments and Deposits:		
				31.1	By Investments		
				31.2	By Deposits		
				32.	By Security Deposits		
				33.	By Loans and Advances to:		
				33.1	By Employees:		
				33.1.1.	By Bearing Interest		
				33.1.2.	By Not bearing Interest		
				33.2.	By Suppliers/contractors		
				33.3.	By others (specify)		
				34.	By Repayment of loan		
				35.	By Others		
				35.1.	By Leave Salary and Pension		
				35.2.	Contribution		
				35.3.	By Audit Fee		
				35.4.	By Misc:		
				36.	By Balance carried down:		
				36.1	By Bank		

				36.2	By Cash in hand		
	Total				Total		

Member(s) (Signature)

Chairperson (Signature)

Income and Expenditure Account

For the 1st April _____to 31st March_____

(In Rupees)

A/c Code	Expenditure	Current Year as on	Previous year as on	A/C Code	Income		Current Year as on
37.	To Chairperson and Members			61.	By Fee, Charges and Fine		
37.1.	To Pay and Allowances			61.1.	By Fee		
37.2.	To Other benefits			61.2.	By Charges		
37.3.	To Travelling Expenses			61.3.	By Fines		
37.3.1.	To Overseas			61.4.	By Others (specify)		
37.3.2.	To Domestic			62.	By Grants		
38.	To Officers			62.1.	By Account with Government		
38.1.	To Pay and Allowances			62.2.	By Others (Specify)		
38.2.	To retirement Benefits			63.	By Gifts		
38.3.	To Other Benefits			64.	By Seminars and Conferences		
38.4.	To Traveling Expenses			65.	By Sale of Publications		
38.4.1.	To Overseas			66.	By Income on investments and Deposits		
38.4.2.	To Domestic			66.1.	By Income on investments		
39.	To Staff			66.2.	By Income on Deposits		
39.1.	To Pay and Allowances			66.3.	By Interest on Loan and Advances		
39.2.	To Retirement Benefits			67.	By Miscellaneous Income		
39.3.	To Other Benefits			67.1.	By Gain on Sales of Assets		
39.4.	To Traveling expenses			67.2.	By Excess of expenditure over		

					income		
39.4.1.	To Overseas			67.3.	(Transferred to Capital Fund Account)		
39.4.2.	To Domestic						
40.	To hire of Conveyance						
41.	To Wages						
42.	To Overtime						
43.	To Honorarium						
44.	To Other office expenses						
45.	To expenditure on Research						
46.	To Consultation expenses						
47.	To Seminars and conferences						
48.	To Publications of Real Estate Regulatory Authority						
49.	To Rent and Taxes						
50.	To Interest on loans						
51.	To Promotional Expenses						
52.	To membership fee						
53.	To Subscription						
54.	To Others						
54.1.	To Leave Salary and Pension						
54.2.	Contribution						
54.3.	To Audit Fee						
54.4.	To Misc.						
55.	To Depreciation						
56.	To Loss on sale of assets						
57.	To Bad Debts written off						
58.	To Provision for bad & doubtful debts						
59.	To Excess of income over Expenditure						
60.	(Transferred to capital Fund Account)						
	Total				Total		

Member(s) (Signature) Chairperson (Signature)

Balance as on 31st March _____ (In rupees)

A/c Code	Liabilities	Current Year as on As on	Previous year as on	A/C Code	Assets		Current Year as on
68.	Funds			72.	Fixed Assets		
68.1	Capital Fund			72.1.	Gross Block at		
.					Cost		
68.2	Add Excess of			72.2.	Less		
.	Income over				Cumulative		
	Expenditure/les s				depreciation		
	excess of						
	Expenditure						
	over Income						
68.3	Other Funds			72.3.	Net Block		
.	(Specify)						
69.	Reserves			73.	Capital Work-		
					in-progress		
70.	Loans			74.	Investments &		
					Deposits		
70.1	Government			74.1.	Investment		
.							
70.2	Others			74.2.	Deposits		
.							
71.	Current			75.	Loans and		
	Liabilities				Advances		
	and provisions						
				75.1.	Account with		
					Government		
				76.	Sundry		
					Debtors		
				77.	Cash and Bank		
					Balances		
				78.	Other Current		
					Assets		
	Total				Total		

Member(s) (Signature)

Chairperson (Signature)

Annexure 'A'

(see rule 8(1))

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ___ day of _____, 20____,

By and Between
[*If the promoter is a company*]

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____(PAN -_____), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[*OR*]

[*If the promoter is a Partnership firm*]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[*OR*]

[*If the promoter is an Individual*]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

AND

[*If the Allottee is a company*]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no.

_____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[*OR*]

[*If the Allottee is a Partnership*]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[*OR*]

[*If the Allottee is an Individual*]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[*OR*]

[*If the Allottee is a HUF*]

Mr._____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[*Please insert details of other allottee(s), in case of more than one allottee*]

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] [*Please insert land details as per local laws*] totally admeasuring _____ square meters situated at _____in Tehsil & District_____ ("**Said Land**") *vide* sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar;

[*OR*]

_____ ("Owner") is the absolute and lawful owner of [khasra nos./ survey nos.] [*Please insert land details as per local laws*] _____ totally admeasuring _____ square meters situated at _____in Tehsil & District_____ ("**Said Land**") *vide* sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar;

B. The Said Land is earmarked for the purpose of building a [commercial/residential/*any other purpose*] project, comprising _____ multistoried apartment buildings and [*insert any other components of the Projects*] and the said project shall be known as '_____' ("**Project**");

[*OR*]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/*any other purpose*] project, comprising _____plots and [*insert any other components of the Projects*] and the said project shall be known as '_____' ("**Project**"):

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The _____ [*Please insert the name of the concerned competent* authority] has granted the commencement certificate to develop the Project *vide* approval dated _____ bearing no. _____;

E. The Promoter has obtained the final layout plan approvals for the Project from _____[*Please insert the name of the concerned competent authority*]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____under registration no._____;

G. The Allottee had applied for an apartment in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no._____ ("**Building**") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____[*Please insert the location of the garage/closed parking*], as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[*OR*]

The Allottee had applied for a plot in the Project *vide* application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/closed parking admeasuring _____ square feet (*if applicable)]* in the _____ [*Please insert the location of the garage/closed parking*], as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Plot**" more particularly described in **Schedule A**);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. _____
_____[*Please enter any additional disclosures/details*]

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable) as specified in para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G;

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") (Give break up and description):

Block/Building/Tower no. ___ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

[*OR*]

Plot no. _____ Type _____	Rate of Plot per square feet

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment/Plot] includes: 1) *pro rata* share in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** of the Act ("**Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 [*Applicable in case of an apartment]* The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

(i) The Allottee shall have exclusive ownership of the [Apartment/Plot];

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as

applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ shall not form a part of the declaration to be filed with concerned Development Authority/ Regional Improvement Trust/ Special Planning Authority [*Please insert the name of the concerned competent authority*] to be filed in accordance with the Odisha Development Authorities Act, 1982/ Odisha Town Planning and Improvement Trust Act, 1956 [*Please insert the name of the relevant State act, if any*].

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs, _____ (Rupees _____only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through /demand draft or online payment (as applicable) in favour of '_____ _____' payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

5.1 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** ("**Payment Plan**").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Planning and Building Standards Regulations of concerned local planning authority** [*Please insert the relevant State laws*] and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 **Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in

clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee** - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 **Compensation –**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows

(i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to

move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

(iii) Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and t the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act,

1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11.MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

[*Insert any other clauses in relation to maintenance of project, infrastructure and equipment*]

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13.RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14.RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the _____ *(project name)*, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the

services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18.ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT *(OF THE RELEVANT STATE)*

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Odisha Apartment Ownership (Amendment) Act, 2015. The Promoter showing compliance of various laws/regulations as applicable in _____.

21.BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22.ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23.RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24.PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____Name of Allottee
_____ (Allottee Address)

M/s _____Promoter name
_____ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

[*Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ *(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)
(1)_____
(2)_____
At _____on _____ in the presence of:

Please affix Photograph and sign across the photograph	Please affix Photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)_____
(Authorized Signatory)

Please affix Photograph and sign across the photograph

WITNESSES:

1. Signature _____
   Name _____
   Address _____

2. Signature _____
   Name _____
   Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE

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By Order of the Governor

Commissioner-cum-Secretary to Government