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REVENUE & DISASTER MANAGEMENT DEPARTMENT

NOTIFICATION

The 6th December, 2023

S.R.O. No. 816/2023—The following draft of certain rules further to amend the Odisha Government Land Settlement Rules, 1983 which the State Government propose to make in exercise of the powers conferred by Section 8-A of the Odisha Government Land Settlement Act, 1962 (Odisha Act 33 of 1962), is hereby published as required under sub-section (1) of the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after expiry of a period of thirty days from the date of publication of this notification in the *Odisha Gazette*.

Any objection or suggestion which may be received from any person with respect to the said draft before expiry of the period specified above will be considered by the State Government.

Draft

1. Short title and Commencement.— (1) These rules may be called the Odisha Government Land Settlement (Third Amendment) Rules, 2023.

(2) They shall come into force on the date of their publication in the *Odisha Gazette*.

2. In the Odisha Government Land Settlement Rules, 1983 (hereinafter referred to as the said rules), in rule 3, in sub- rule (3) for clause (i) and (ii), the following clauses shall respectively be substituted, namely:—

“(i) land reserved for poor class people having annual family income of less than rupees three lakh or any amount as may be notified by the Government from time to time;

(ii) land reserved for middle class people having annual family income between rupees three lakh and rupees eight lakh or any amount as may be notified by the

Government from time to time and having no house-site or having inadequate accommodation in an urban area;”.

3. In the said rules, after rule 5- AA, the following rule shall be inserted, namely:—

" 5- AB. Notwithstanding anything contained in rules 3, 5, 5-C, 8, 10, 11, 12, 13 and 14, the Government land leased out by Puri Municipality under the Odisha Municipal Act, 1950 (Odisha Act 23 of 1950) or under any other law which was in force at the time of granting of such lease whether renewed or expired , shall be settled on lease basis with the persons in occupation of such land in the manner prescribed in the Schedule IV- B.”.

4. In the said rules, after rule 5- D, the following rule shall be inserted, namely:—

" 5- E. Notwithstanding anything contained in rules 3, 5, 5-AA, 5-C, 8, 10, 11, 12, 13 and 14, Government land situated within the limits of Bhubaneswar and JatniTahasils originally settled with homesteadless persons for homestead purpose under the provisions of the Odisha Government Land Settlement Act, 1962 and the rules made thereunder or under the Lease Principles of the Government of Odisha communicated in the erstwhile Revenue Department letter No. 48597/R dated the 26th October, 1961 may be converted into freehold on permanent basis with inheritable and transferable rights in the manner prescribed in the Schedule VIII.”.

5. In the said rules, after the Schedule IV- A, the following Schedule shall be inserted, namely:—

“Schedule IV- B

(see rule 5- AB)

Rules for settlement of Government land with the persons in occupation of such land which was earlier leased out by Puri Municipality under the Odisha Municipal Act, 1950 (Odisha Act 23 of 1950) or under any other law which was in force at the time of granting of such lease whether renewed or expired

1. Persons eligible for settlement.— (a) A person in whose favour the Government land was leased out by Puri Municipality under the Odisha Municipal Act, 1950 (Odisha Act 23 of 1950) or under any other law which was in force at the time of granting of such lease, whether renewed or expired; or

(b) The legal heir of such person; or

(c) A person who is in occupation of the land by way of transfer through a registered sale deed from the person or from the legal heir of the person or from the transferee of the person as specified in sub-clause (a) or his legal heir or subsequent transferee, or any

further transferee, as the case may be, subject to the condition that all such transfers have been made through execution of registered deeds; or

(d) A person in whose favour Puri Municipality had transferred the land through a registered sale deed or the legal heir of such person; or

(e) A person who is in occupation of the land by way of transfer through a registered sale deed from the person or from the transferee of the person as specified in sub-clause (d) or his legal heir or subsequent transferee, or any further transferee, as the case may be, subject to the condition that all such transfers should have been made through execution of registered deeds.

2. Submission of application and procedure on receipt of application.— (1) A person in occupation of the Government as specified in clause 1 whether the lease renewed or expired, in case of an individual may apply in Form 1 and in case of other than individual may apply in Form 2 along with the application fees specified in clause 6 to the Tahasildar having jurisdiction over the area in which the land is situated for settlement of such land with him on lease basis subject to payment of the dues as specified under this Schedule.

(2) The application Form shall be accompanied by the following documents, namely:—

- (i) Copy of identity proof like Voter Card, Aadhaar Card, Driving Licence etc. in case of individual applicants
- (ii) Undertaking in Form 3;
- (iii) Declaration in Form 4;
- (iv) Copy of present record of rights; and
- (v) Copy of registered deeds of conveyance establishing the flow of title from the Recorded Tenant as per current Bhulekh Record of Rights or from the person in whose favour the original lease had been granted by the Puri Municipality, as the case may be, up to the person in occupation.

(3) On receipt of the application under sub-clause (1), the Tahasildar shall register the same and process it through case record and thereafter, shall cause a joint enquiry either himself or through the concerned Additional Tahasildar or through such other officer as would be authorized by the Collector along with the Executive Officer, Puri Municipality or any sub-ordinate officer not below the rank of Additional Executive Officer of the Municipality into the contents of the application, about the genuineness of the information given in such application, flow of title and scrutiny of records and such other matters as are relevant to the question of settlement of such land with reference to the existing record-of-rights. The joint field visit memorandum of the Tahasildar or as the case may be, the

Additional Tahasildar and the Executive Officer, Puri Municipality or any sub-ordinate officer not below the rank of Additional Executive Officer of the Municipality shall form a part of the case record. The report of Puri Municipality if any in this regard shall also form a part of the case record.

(4) The onus of establishing the flow of title from the person in whose favour lease had been granted by Puri Municipality up to the applicant shall lie with such applicant.

(5) If it is revealed during the enquiry that the land attracts the provisions of the Forest (Conservation) Act, 1980 or the land finds place in the District Level Committee report which formed the basis for the affidavit filed by the State Government before the Hon'ble Supreme Court of India in WP (C) No. 202 of 1995 (T.N. Godavarman Thirumulkpad-vrs-Union of India and others), the application for settlement shall be rejected with the observation that there is no bar for the person aggrieved to approach the Authority competent under law for de-reservation of the forest land or to approach the competent court for redressal.

(6) If it is revealed during the enquiry that the land is recorded as Gochar, Rakhit or Sarbasadharan in any record-of-right prepared under any law but has lost its characteristic in the meantime, the Tahasildar shall make correction in the record of right by following due procedure as specified under relevant laws before proceeding further in the matter of settlement of the land under this Schedule.

(7) If after necessary verification, as mentioned in sub-clause (3) and after making correction in the record-of-right under sub-clause (6) where necessary, the Tahasildar is of the opinion that settlement of the land should be allowed, he shall publish a proclamation in Form 5 for a period of fifteen days and invite objections from the general public fixing a date for hearing the said objections, if any.

(8) The proclamation shall be published by affixing a copy of the same at a conspicuous place in the Mouza in which the land is situated and also be announced through loud speaker. If the Mouza is uninhabited, the proclamation shall be affixed at a conspicuous place in the nearest inhabited Mouza and also be announced through loud speaker in that inhabited Mouza. The proclamation shall also be uploaded in the District Official Website and by affixing in the Notice Board of the Tahasil Office and a copy of the same shall be sent to the office of the Municipality.

(9) On expiry of fifteen days from the date of publication of the proclamation, the Tahasildar shall hear objections, if any, received during the proclamation period. After hearing objections or immediately after fifteen days from the date of publication of the proclamation where no objection has been filed, the Tahasildar shall, if he is satisfied that

the case is deserving and there is no objection to settlement of land with the applicant, record his recommendation in the case record and send it to the Collector through the Sub-Collector.

3. Power to settle land.— The settlement of land under this Schedule shall be made by the Collector where the extent of land involved does not exceed one acre. Cases involving area exceeding one acre will be placed before the Government in Revenue and Disaster Management Department for approval.

4. Constitution of Committee.— (1) There shall be constituted a Committee with the following composition to consider and make recommendation to the Government for settlement of land involving area exceeding one acre, namely:—

- | | | | |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------|
| (i) | Chief Secretary, Odisha | - | Chairman |
| (ii) | Secretary, Revenue & Disaster Management Department | - | Member |
| (iii) | Secretary, Housing & Urban Development Department | - | Member |
| (iv) | Secretary, Finance Department | - | Member |
| (v) | Secretary, Law Department | - | Member |
| (vi) | Revenue Divisional Commissioner, (Central Division), Cuttack | - | Member |
| (vii) | Collector, Puri | - | Member |
| (viii) | An officer of Revenue and Disaster Management Department not below the rank of Joint Secretary to be nominated by the Secretary, Revenue and Disaster Management Department | - | Member Convener |

(2) The Committee may meet as and when necessary.

5. Approval by competent authority.— (1) Where the extent of land involved does not exceed one acre, the Collector shall consider the applications of persons recommended by the Tahasildar, the objections, if any, filed in response to publication under sub-clause (7) of clause 2 and after such consideration as he deems necessary and after being satisfied, shall accord approval for settlement of the land with the applicant and return the case record to the concerned Tahasildar with necessary order.

(2) Where the extent of such land exceeds one acre, the Collector after considering the application of the person recommended by the Tahasildar, the objections, if any, filed in

response to publication under sub- clause (7) of clause 2 and after such consideration as he deems necessary and after being satisfied, shall send the case record with his recommendation to Revenue and Disaster Management Department through proper channel. The Collector may send such case records with his recommendations from time to time to the Revenue and Disaster Management Department through proper channel.

(3) On receipt of case record under sub-clause (2), the Revenue and Disaster Management Department shall place the proposal before the Committee constituted under sub-clause (1) of clause 4 and the Committee shall consider the proposal and after such enquiries as they may consider necessary, may make recommendation for settlement of the land with the applicant. The Revenue and Disaster Management Department may, if it considers expedient, place more than one proposal in one meeting of the Committee for their consideration.

(4) The Revenue and Disaster Management Department shall place all the proposals recommended by the Committee under sub-clause (3) before the Government for appropriate orders.

(5) If the Government approves the proposals, the Revenue and Disaster Management Department shall intimate the same to the Board of Revenue, Odisha, the Revenue Divisional Commissioner, (Central Division), the Collector, the Sub- Collector and the concerned Tahasildar and send the case record back to the Collector who, in turn, shall send it back to the concerned Tahasildar.

6. Fees payable.— The fees payable in course of proceedings for settlement of land under this Schedule shall be as follows:

- | | | |
|--------------------------------|----|----------|
| (i) Application fee | .. | Rs.500/- |
| (ii) Proclamation fee | .. | Rs.100/- |
| (iii) Measurement fee per plot | .. | Rs.100/- |

7. Deposit of premium and other dues, execution of lease deed and correction of records.— (1) Soon after receiving the case record from the Collector under sub- clause (1) or under sub- clause (5) of clause 5, as the case may be, the Tahasildar shall intimate the applicant to deposit the premium and other dues, wherever applicable, within fifteen days from the date of receipt of intimation and to execute the Lease Deed, wherever necessary, within a period of one month.

(2) The lease deed, wherever necessary, shall be executed and registered at the cost of the applicant.

(3) On deposit of the premium and other dues, wherever applicable and upon execution of the lease deed, wherever necessary, the Tahasildar shall arrange correction of record-of-right maintained in his office as well as in the office of the concerned Revenue Inspector under whose jurisdiction the land in question is situated and shall furnish a copy of the corrected record-of-right to the person concerned.

(4) Where the applicant is a person other than a Ministry or Department of the Union Government or a Department of the State Government, the land in question shall be recorded under sub- clause (3) in Pattadar status:

Provided that the land settled under this Schedule in favour of a Ministry or Department of the Union Government or in favour of a Department of the State Government shall be recorded in the Departmental Khata:

Provided further that the kism of the land settled under this Schedule shall be the kism which is reflected in the Hal record-of-rights published under the Odisha Survey and Settlement Act, 1958 (Odisha Act 3 of 1959) and rules made thereunder or the kism which is reflected in the record of rights published under sub- clause (6) of clause 2, whichever record of right is later.

8. Amount of premium payable for settlement.— The settlement of land under this Schedule shall be subject to payment of premium at the following rates, namely:—

Sl. No.	Purpose for which the Land is being used	Extent of land	Amount of premium	of
(1.)	Residential	Not exceeding Ac.0.04 dec.	- 20%	of Benchmark Value
		Exceeding Ac.0.04 dec. but not exceeding Ac.0.10 dec.	- 30%	of Benchmark Value
		Exceeding Ac.0.10 dec. but not exceeding Ac.0.25 dec.	- 50%	of Benchmark Value
		Exceeding Ac.0.25 dec.	- Full Benchmark Value	
(2.)	Educational, charitable, religious, cultural,	Any extent	- 20%	of Benchmark Value

	philanthropic, literary and social		
(3.)	Any purpose other than Sl. No. 1 and 2	Any extent	- Full Benchmark Value :

Explanation I: The purpose of land shall be deemed to be homestead if not more than 30% of the constructed area on land applied for is being used for non- residential purpose:

Provided that the entire remaining portion of the land is being used for homestead purpose by the applicant.

Explanation II: Homestead purpose shall mean residential dwelling unit used for own residence by the applicant and his family members or rented out on monthly rental basis to a tenant for residential use but shall exclude renting out of residential building as a hotel or lodge or guest house. In case of any doubt whether the particular building is used for homestead purpose or not, the Tahasildar shall prepare a report on the factual aspects of the use in the case record and the matter will be referred to the Collector for final decision.

Explanation III: The Bench Mark Value shall mean the value fixed under the guidelines prescribed under the Odisha Stamp Rules, 1952 for a Gharabarikisam of land situated in the vicinity.

9. Premium amount to be shared with Municipality.— The premium amount deposited by the applicant shall be shared between the State Government and Puri Municipality on equal ratio. For the purpose, the Tahasildar after realizing the premium amount as applicable from the applicant shall deposit half of the amount in the appropriate Head of Account of Revenue and Disaster Management Department and the other half amount in the appropriate Head of Account of Puri Municipality as would be intimated by such municipality.

10. Tenure of lease.— The settlement of land under this Schedule shall be for a period of ninety nine years from the date of sanction of lease granted by the Competent Authority under this Schedule.

11. Ground rent and cess payable.— The annual ground rent payable by the applicant shall be the fair and equitable rent fixed under the provisions of the Odisha Survey and Settlement Act, 1958 (Odisha Act No. 3 of 1959) and Rules made thereunder for a Gharabarikisam of land situated in the vicinity. The cess if applicable shall also be payable:

Provided that where the lease granted by Puri Municipality has expired, the person in occupation of the land shall be liable to pay the arrear ground rent and cess, if applicable,

as specified under this Schedule from the date of expiry of such lease till the date of settlement under this Schedule.

12. Settlement of land with Ministry or Department of the Union Government or a Department of the State Government to be free of all charges.— Notwithstanding anything contained in the preceding clauses, the settlement of land with a Ministry or Department of the Union Government or a Department of the State Government under this Schedule shall be free of all charges.

13. Appeal.— (1) An appeal against the orders of the Collector passed under sub-clause (1) of clause 5 shall lie to the Revenue Divisional Commissioner within thirty days from the date of issue of intimation by the Tahasildar under sub-clause (1) of clause 7.

(2) The memorandum of appeal shall bear court fee stamps of three hundred rupees or as may be notified by Government from time to time and shall state the grounds of appeal clearly and shall be filed before the Collector.

(3) On receipt of the memorandum of appeal, the Collector shall acknowledge it and within a week of expiry of the appeal period, forward it along with all relevant papers to the Appellate Authority who shall conduct an open enquiry under intimation to the concerned stakeholders.

(4) Order of the appellate authority on the memorandum of appeal shall be final and ordinarily be communicated to the Collector within sixty days from the date of receipt of the memorandum of appeal. A copy of such order shall also be communicated to the concerned Sub-Collector, concerned Tahasildar and the appellant.

(5) On receipt of the order from the appellate authority under sub-clause (4), the Tahasildar shall accordingly where necessary, issue revised intimation to the person concerned which shall be deemed to have been issued under sub-clause (1) of clause 7.

14. Review.— (a) Any decision made or order passed under sub-clause (1) of clause 5 may be reviewed by the Collector within 30 days from the date of such decision or order, as the case may be, and after giving all persons interested an opportunity of being heard on the ground that there have been clerical errors or arithmetical mistakes or errors in course of proceedings under this Schedule.

(b) Any decision made or order passed under sub-clause (5) of clause 5 may be reviewed by the Government in Revenue and Disaster Management Department within ninety days from the date of such decision or order, as the case may be, and after giving all persons interested an opportunity of being heard on the ground that there have been clerical errors or arithmetical mistakes or errors in course of proceedings under this Schedule.

15. Interpretation.— If any doubt arises or clarification is required relating to interpretation of any of the provisions made in this Schedule, it shall be referred to the Government in Revenue and Disaster Management Department for decision.

16. Issue of executive instructions.— The Government in Revenue and Disaster Management Department may issue instruction concerning matters coming within this Schedule from time to time, as may be necessary.

Form 1

(see sub-clause (1) of clause 2)

Application by individuals for settlement of land earlier leased out by Puri Municipality coming under the jurisdiction of Puri Tahasil of Puri district

To

The Tahasildar, _____

1. (i) Name of the applicant-
- (ii) Age-
2. Father's name-
3. (i) Present Residential Address (in full)-
- (ii) Permanent Home Address (in full)-
4. Detailed Particulars or Land Schedule of the land applied for settlement:

1	2	3	4	5	6	7	8	9	10	11
Name of the Mouza	Khata No.	Revenue Plot No.	Municipality plot No if any	Area (in Ac.)	Present Kisam in RoR	Area under occupation (in Ac.)	Current land use	Boundary	Basis of occupation whether lessee or legal heirs or transferee mention Lease Deed No and/ or RSD No	Name of the person whose name is recorded in the RoR and type of reference

5. Whether the applicant is a lessee in whose favour the original lease had been sanctioned or a legal heir of the original lessee or a transferee-

6. Order No. and date of sanction of original lease by or on behalf of the Municipality-
7. (i) Whether the lease deed/ conveyance deed is executed and registered-Yes/ No
(ii) If yes, the number and date of the document –
8. (i) In case of a transferee, whether all the subsequent deeds of conveyance establishing flow of title from the original lessee up to the applicant have been executed and registered- Yes/ No
(ii) If yes, the number and date of all the documents-
(Copy of all deeds are to be annexed to the application)
9. The purpose for which the land is being presently used (residential or commercial or vacant) –
10. Whether there is any dispute pending in a Court of law concerning the land applied for settlement- Yes/ No.
11. (i) Whether the land or any part thereof stands mortgaged- Yes/ No
(ii) If "Yes" whether no objection certificate(s) from the mortgagees has been enclosed- Yes/ No
12. Whether the applicant is willing to pay the Govt. dues including annual ground rent and cess and Back rent and cess, as applicable and as would be assessed/ fixed-

I solemnly affirm that the particulars given above and the documents enclosed with the application are correct and true to the best of my knowledge. I understand that if any fact has been suppressed or misrepresented, it shall render this application invalid.

Place:

Signature of the applicant

Date :

Documents to be enclosed

- (i) Copy of identity proof like Voter Card, Aadhaar Card, DrivingLicence etc.
- (ii) Undertaking in Form 3
- (iii) Declaration in Form 4
- (iv) Copy of present Record of Rights
- (v) Copy of registered deeds of conveyance establishing the flow of title from the original lessee or the Recorded Tenant as per current Bhulekh Record of Rights up to the person in occupation

5. Whether the applicant organization is a lessee in whose favour the original lease had been sanctioned or a successor-in-interest of the original lessee or a transferee-
6. Order No. and date of sanction of original lease by or on behalf of the Municipality-
7. (i) Whether the lease deed/ conveyance deed is executed and registered- Yes/ No
(ii) If yes, the number and date of the document –
8. (i) In case of a transferee, whether all the subsequent deeds of conveyance establishing flow of title from the original lessee up to the applicant have been executed and registered- Yes/ No
(ii) If yes, the number and date of all the documents-
(Copy of all deeds are to be annexed to the application)
9. The purpose for which the land is being presently used (residential or commercial or vacant) –
10. Whether there is any dispute pending in a Court of law concerning the land applied for settlement- Yes/ No.
11. (i) Whether the land or any part thereof stands mortgaged- Yes/ No
(ii) If "Yes" whether no objection certificate(s) from the mortgagees has been enclosed- Yes/ No
12. Whether the applicant is willing to pay the Govt. dues including annual ground rent and cess and Back rent and cess, as applicable and as would be assessed or fixed-

Declaration

I solemnly affirm that the particulars given above and the documents enclosed with the application are correct and true to the best of my knowledge. I understand that if any fact has been suppressed or misrepresented, it shall render this application invalid.

Place: _____ Signature of the authorized representative of the
Date : _____ applicant organisation

Documents to be enclosed

- (i) Authorisation of the organization in favour of the representative.
- (ii) Attested true copy of Certificate of Registration (Not required for Departments of Government).
- (iii) Undertaking in Form 3.
- (iv) Declaration in Form 4.
- (v) Copy of present Record of Rights.

- (vi) Copy of registered deeds of conveyance establishing the flow of title from the original lessee or the Recorded Tenant as per current Bhulekh Record of Rights up to the person in occupation.

Form 3

(see item (ii) of sub- clause (2) of clause 2)

UNDERTAKING

(To be submitted by the applicant in whose favour the land is to be settled on non-judicial stamp paper of Rs.10.00)

I _____, S/o., D/o., W/o. of _____, resident of _____, Authorized representative of _____organisation (strike out if not applicable) do hereby undertake as under:

1. That, I shall pay to the State Government or their Authorized Officer immediately on demand, such amount as may be demanded by it on account of Premium, annual ground rent and cess, arrears of ground rent and/or interest thereon in respect of Plot No. _____inKhata No. _____ in mouza _____ under PuriTahasil of Puri District.

2. That, on my failure to pay any sum referred to above, the settlement in respect of the property described above shall not be taken up and the Authority shall be entitled to resume the same land.

Place:

Signature of the applicant

Date :

Form 4

(see item (iii) of sub- clause (2) of clause 2)

DECLARATION

I _____, S/o., D/o., W/o. of _____, resident of _____, authorized representative of _____organisation (strike out if not applicable) do hereby declare that,-

1. I am or _____organization is (strike out if not applicable) the lessee in whose favour the original lease has been sanctioned/ a legal heir/ successor in interest of the original lessee or a transferee of Plot No. _____ in Khata No. _____ in village _____ under PuriTahasil of Puri district.

2. I am in physical possession of the aforesaid property through a registered deed of conveyance.
3. There is no case pending in any court of law for adjudication nor any verdict is given by any competent court affecting the property described above.
4. The contents of the accompanying application for settlement in respect of the above referred property are true and correct and the documents annexed thereto are genuine.
8. The facts stated in paragraphs 1 to 4 of this self-declaration are correct to the best of my knowledge and belief. Nothing contained herein is untrue and nothing material is concealed therefrom.

Place:

Signature of the applicant or authorized
representative

Date :

Form 5

(see sub- clause (7) of clause 2)

PROCLAMATION**OFFICE OF THE TAHASILDAR, _____**

It is hereby informed to the general public that Mr. / Ms. _____, S/o., D/o., W/o. of _____, resident of _____, or _____ organisation has applied for settlement of land in the Schedule below on lease basis. Anybody having any objection to such settlement may file objection petition within a period of fifteen days from the date of publication of this proclamation affixing Court fee of Rs. _____ (Rupee _____ only) before the undersigned. No objection petition will be entertained after expiry of the scheduled period.

SCHEDULE OF LAND

Mouza	Khata No.	Plot No.	Area

Place: Tahasildar, _____

Date : District _____”

6. In the said rules, after the Schedule VII, the following Schedule shall be inserted, namely:—

“SCHEDULE VIII

(see rule 5- E)

Rules for conversion of lease-hold into free-hold of the Government land leased out for homestead purpose in favour of homesteadless persons in areas coming under the jurisdiction of Bhubaneswar Tahasil and Jatni Tahasil of Khordha district

1. Conditions for allowing conversion.— (1) The facility of conversion under this Schedule shall apply to the Government land situated within the limits of Bhubaneswar Tahasil and Jatni Tahasil which has been settled with a homesteadless person for homestead purpose under the provisions of the Act and the rules made thereunder or under the Lease Principles of the Government of Odisha communicated in the erstwhile Revenue Department letter No. 48597/R dated the 26th October, 1961 and now under occupation of the original lessee or his legal heir or transferee, as the case may be.

(2) The facility of conversion under this Schedule shall not apply to the land which has been settled under the Schedule IV- A and no conversion shall be allowed, —

(a) where the flow of title from the original lessee to the person in occupation of the land is not established in case the person in occupation is not the original lessee;

(b) where the person in occupation has purchased such land situated at a compact patch which involve more than three original leases and having a total area of more than one fifth of an acre;

(c) where there is an order for resumption of the land passed by the Authorised officer under section 3-B or there is an order for cancellation of lease passed by the revisional Authority during revision under section 7-A, as the case may be, but the land has not yet been recorded in Government Khata;

(d) where the land has been resumed to Government Khata by virtue of Section 3-B or recorded in Government Khata by virtue of revision under section 7-A or recorded in Government Khata by virtue of an order passed by any Court of law; and

(e) where the title of the land is under dispute or is questioned in any Court of law.

(3) In case, the land or any part thereof is mortgaged, the application for conversion of such land shall be considered only after submission of “No Objection Certificate” from the mortgagee and where, there are more than one mortgage, “No objection Certificate” from all the mortgagees.

2. Eligibility for applying for conversion of lease hold land.—The following persons shall be eligible for applying for conversion of lease hold land into freehold, namely :—

(a) The lessee in whose favour the land was settled for homestead purpose by an officer Authorised under the provisions of the Act and the rules made thereunder or under the Lease Principles of the Government of Odisha communicated in the erstwhile Revenue Department letter No. 48597/R the dated 26th October, 1961, or

(b) The legal heir of such lessee, or

(c) The person who is in occupation of the land by way of transfer through a registered sale deed from the lessee or his legal heir or from the transferor or subsequent transferor, or any further transferor, as the case may be, subject to the condition that all such transfers should have been made through execution of registered deeds.

Explanation: The cases in which resumption order passed by the Authorised officer under section 3-B or cancellation order passed by the revisional Authority during revision under sub-section (3) of Section 7-A is challenged before any Authority competent or before any Court of law, the person who is a successor of the lessee shall be eligible to apply for

conversion of the land only after the authority competent or Court of law has set aside such resumption order or cancellation order or the person has withdrawn the petition from the Court.

3. Preparation and finalization of list.—(1) The Collector, Khordha shall cause preparation of a list of homesteadless persons in whose favour the Government lands have been settled for homestead purpose in Bhubaneswar Tahasil and JatniTahasil and shall send a copy of such list to the Government in the Revenue and Disaster Management Department and prepare the same from time to time, as and when he considers it expedient so to do. While preparing the list, the Collector shall verify the concerned case records and must ensure that the lands settled with the homesteadless persons are strictly coming within the purview of the conditions stipulated at clause 1 and the persons fulfill the criteria stipulated at clause 2.

(2) While preparing the lists under sub-clause (1), the Collector must also ensure that the flow of title from the original lessee to the present Recorded Tenant as per current Bhulekh Record of Rights is established.

(3) While preparing the lists under sub-clause (1), the Collector shall also include the Government lands settled for homestead purpose with homesteadless persons but subsequently recorded in sthitiban status by a Revenue Authority in the name of the lessee or his legal heir or a transferee, as the case may be.

(4) On receipt of the list, the Revenue and Disaster Management Department shall obtain approval of the Government and communicate such approval to the Collector.

(5) The Collector, on receipt of such communication, shall send a copy of the list to the Tahasildar under whose jurisdiction the land is situated. The Collector shall also upload the list in the District Official Website.

(6) On receipt of the approved list, the Tahasildar shall publish a short notice in a widely circulated Odia daily newspaper intimating about approval of such list and shall contain a request to the persons in occupation of the lands to apply for conversion of the leasehold lands into freehold.

4.Filing of application, enquiry into application, recommendation and allowing of conversion.—(1) A person in occupation of the land who is desirous for conversion of the leasehold land which is included in the list approved by the Government under sub-clause (4) of clause 3, into free hold with permanent, inheritable and transferable rights and is willing to pay application fee, consent fee wherever necessary and conversion fee, may

apply in Form 1 to the Tahasildar under whose jurisdiction the land is situated, for such conversion.

(2) The application Form shall be accompanied by the following documents:—

- (i) Copy of identity proof like Voter Card, Aadhaar Card, Driving Licence etc.
- (ii) Undertaking in Form 2;
- (iii) Declaration in Form 3;
- (iv) Copy of present record of rights; and
- (v) Copy of registered deeds of conveyance establishing the flow of title from the recorded Tenant as per current Bhulekh Record of Rights up to the person in occupation.

(3) On receipt of the application for conversion, the Tahasildar after verifying that the land applied for is included in the list approved by the Government under sub- clause (4) of clause 3, shall register the same and process it in the case record in which the original lease had been sanctioned and thereafter, shall enquire either himself or through the concerned Additional Tahasildar into the contents of the application, about the genuineness of the information given in such application, flow of title and scrutiny of records and such other matters as are relevant to the question of conversion of lease hold land into free hold with reference to the existing record-of-rights. The field visit memorandum of the Tahasildar or the Additional Tahasildar, as the case may be, shall form a part of the case record.

(4) While the flow of title from the original lessee up to the recorded tenant as per current Bhulekh Record of Rights shall be ascertained at the time of preparation of list under sub-clause (1) of clause 3, the onus of establishing the flow of title from the recorded tenant as per current Bhulekh Record of Rights up to the person in occupation shall lie on such person.

(5) If it is revealed during the enquiry that the land attracts the provisions of the Forest (Conservation) Act, 1980 (69 of 1980) or the land finds place in the District Level Committee report which formed the basis for the affidavit filed by the Government in the Supreme Court of India in WP (C) No. 202 of 1995 in the matter of T.N. Godavarman Thirumulkpad-vrs-Union of India and others, the application for conversion shall be rejected with the observation that there is no bar for the person aggrieved to approach the Authority competent for de-reservation of the forest land or to approach the competent Court for redressal.

(6) If after necessary verification, as mentioned in sub-clause (3), the Tahasildar is of the opinion that conversion of the lease hold land into free hold should be allowed, he shall

publish a proclamation in Form 4 for a period of fifteen days and invite objections from the general public fixing a date for hearing the said objections, if any.

(7) The proclamation shall be published by affixing a copy of the same at a conspicuous place in the Mouza in which the land is situated and also be announced through loud speaker. If the Mouza is uninhabited, the proclamation shall be affixed at a conspicuous place in the nearest inhabited Mouza and also be announced through loud speaker in that inhabited Mouza. The proclamation shall also be uploaded in the District Official Website and by affixing in the Notice Board of the Tahasil Office and a copy of the same shall be sent to the office of the Grama Panchayat or Municipality or Municipal Corporation, as the case may be.

(8) On expiry of fifteen days from the date of publication of the proclamation, the Tahasildar shall hear objections, if any, received during the proclamation period. After hearing objections or immediately after fifteen days from the date of publication of the proclamation where no objection has been filed, the Tahasildar shall, if he is satisfied that the case is deserving and there is no objection to conversion of the lease hold land into free hold, record his recommendation in the case record and send it to the Collector through the Sub- Collector.

(9) The Collector shall consider the applications of persons recommended by the Tahasildar, the objections, if any, filed in response to publication under sub-clause (6) and after such consideration as he deems necessary and after being satisfied, shall accord approval for conversion of the land into freehold and return the case record to the concerned Tahasildar with necessary order:

Provided that if it comes to the notice of the Collector that the case record involves fraud or legal litigation or substantial violation of rules committed at any point of time including at the time of sanction of original lease, he may, instead of approving for conversion, refer the case record to the Tahasildar for further scrutiny and verification.

5. Deposit of Conversion fee by the applicant, execution of deed and correction of records.— (1) Soon after receiving the order under sub- clause (9) of clause 4, the Tahasildar shall intimate the person concerned to deposit the consent fee wherever applicable and conversion fee within fifteen days from the date of receipt of intimation and to execute the Conveyance Deed in Form 5 within a period of one month.

(2) The Conveyance Deed shall be executed and registered at the cost of the person concerned.

(3) On deposit of the consent fee, wherever applicable and conversion fee and upon execution of the Conveyance Deed, the Tahasildar shall arrange correction of record-of-right maintained in his office as well as in the office of the concerned Revenue Inspector by recording the land in Gharabari status with Sthitiban Swatwa and shall furnish a copy of the corrected record-of-right to the person concerned.

6. In cases where the land has already been recorded in the name of the original lessee or his legal heir or transferee, as the case may be, in Sthitiban status by a revenue authority at any point of time, the person in occupation of the land which finds place in the list approved by the Government under sub-clause (4) of clause 3, may apply in Form 1 to the concerned Tahasildar which shall be processed as per the procedure laid down under clause 4 and 5 for recording of such land in Sthitiban status with permanent, heritable and transferable rights.

7. Fees payable.— The fees payable in course of proceedings for conversion of lease hold of land to free hold under this Schedule shall be as follows:

- | | | |
|--------------------------------|----|----------|
| (i) Application fee | .. | Rs.500/- |
| (ii) Proclamation fee | .. | Rs.100/- |
| (iii) Measurement fee per plot | .. | Rs.100/- |

8. Consent fee.— If the person in occupation of the land is not the original lessee or his legal heir but a transferee who is in such occupation by way of a registered sale deed, such person shall be required to pay a consent fee which shall be One thousand rupees per plot or part thereof applied for conversion per each transfer from the original lessee onwards.

9. Conversion fee.— The fee for conversion of leasehold land into freehold shall be three per centum of the Bench Mark Valuation fixed under the guidelines prescribed under the Odisha Stamp Rules, 1952 for a Gharabari kizam of land situated in the vicinity.

10. Annual rent payable on conversion into free hold.— After conversion into free hold, the existing annual rent payable for the lease hold land shall be re-fixed as per the provisions contained in Section 19 of the Odisha Survey and Settlement Act, 1958 (Odisha Act 3 of 1959) and wherever necessary, cess will be revised accordingly.

11. Appeal.— (1) An appeal against the orders of the Collector passed under sub-clause (9) of clause 4 shall lie to the Revenue Divisional Commissioner within thirty days from the date of issue of intimation by the Tahasildar under sub-clause (1) of clause 5.

(2) The memorandum of appeal shall bear court fee stamps of three hundred rupees or as may be notified by the Government from time to time and shall state the grounds of appeal clearly to be filed before the Collector.

(3) On receipt of the memorandum of appeal, the Collector shall acknowledge it and within a week of expiry of the appeal period, forward it along with all relevant papers to the Appellate Authority who shall conduct an open enquiry under intimation to the concerned stakeholders.

(4) Order of the Appellate Authority on the memorandum of appeal shall be final and ordinarily be communicated to the Collector within one month from the date of receipt of the memorandum of appeal. A copy of such order shall also be communicated to the concerned Sub-Collector, concerned Tahasildar and the appellant.

(5) On receipt of the order from the Appellate Authority under sub-clause (4), the Tahasildar shall accordingly where necessary, issue revised intimation to the person concerned which shall be deemed to have been issued under sub- clause (1) of clause 5.

13. Interpretation.— If any doubt arises or clarification is required relating to interpretation of any of the provisions made in this Schedule, it shall be referred to the Government in Revenue and Disaster Management Department for decision.

14. Issue of executive instructions.— The Government in Revenue and Disaster Management Department may issue instruction concerning matters coming within this Schedule from time to time, as may be necessary.

Form 1

(see sub- clause (1) of clause 4)

**Application for conversion of leasehold into freehold of government land leased
out for homestead purpose in areas coming under the jurisdiction of
Bhubaneswar and JatniTahasil of Khordha district**

To

The Tahasildar, _____

1. (i) Name of the applicant-
(ii) Age-
2. Father's name-
3. (i) Present Residential Address (in full)-
(ii) Permanent Home Address (in full)-

4. Detailed Particulars or Land Schedule of the leasehold land applied for conversion:

Name of the Tahasil	Name of the Mouza	Khata No.	Plot No.	Area (in Ac.)	Kisam	Boundary	Name of the person in whose favour the land is recorded
1	2	3	4	5	6	7	8

5. (i) Whether the land is included in the list uploaded in the District Official Website under sub- clause (4) of clause 3 of this Schedule- Yes/ No
(ii) If yes, the Sl. No. in the list-
6. Whether the original lease was granted for homestead purpose- Yes/ No
7. Whether the applicant is a lessee in whose favour the original lease had been sanctioned or a legal heir of the original lessee or a transferee-
8. Order No._____ and date _____ of sanction of original lease by or on behalf of the Government/ by the competent revenue authority-
9. (i) Whether the lease deed or conveyance deed is executed and registered- Yes/ No
(ii) If yes, the number and date of the document -
10. (i) In case of a transferee, whether all the subsequent deeds of conveyance establishing flow of title from the original lessee up to the applicant have been executed and registered- Yes/ No
(ii) If yes, the number and date of all the documents-
(Copy of all deeds are to be annexed to the application)
11. The purpose for which the land is being presently used (residential or commercial or vacant) –
12. Whether there is any order for resumption of the land or order for cancellation of lease passed by a competent revenue authority or by a Court of law- Yes/ No
13. Whether the land has been resumed to Government Khata or recorded in Government Khata by virtue of an order passed by a competent revenue authority or by a Court of law- Yes/ No

14. Whether there is any dispute pending in a Court of law concerning the land applied for conversion- Yes/ No.
15. (i) Whether the land or any part thereof stands mortgaged- Yes/ No
(ii) If "Yes" whether no objection certificate(s) from the mortgagees has been enclosed- Yes/ No
16. Whether any application for mutation/ substitution is pending- Yes/ No
17. Whether the applicant is willing to pay the consent fee (if applicable) and conversion fee as would be assessed/ fixed-
18. (i) Amount of yearly ground rent and cess, if any, being paid at present as per lease deed-
(ii) Whether up-to-date payment of rent along with interest, if any, has been paid, if so the copy of the latest rent receipt shall be enclosed.
(iii) Whether the applicant is willing to pay the revised rent and cess as would be assessed on conversion.

I solemnly affirm that the particulars given above and the documents enclosed with the application are correct and true to the best of my knowledge. I understand that if any fact has been suppressed or misrepresented, it shall render this application invalid.

Place:

Signature of the applicant

Date :

Documents to be enclosed

- (i) Copy of identity proof like Voter Card, Aadhaar Card, Driving Licence etc.
- (ii) Copy of present Record of Rights
- (iii) Copy of registered deeds of conveyance establishing the flow of title from the Recorded Tenant as per current Bhulekh Record of Rights up to the person in occupation
- (iv) No objection Certificate/s from all mortgagees (if applicable)
- (v) Copy of latest rent receipt
- (vi) Undertaking in Form 2
- (vii) Declaration in Form 3

Form 2

(see item (ii) of sub- clause (2) of clause 4)

UNDERTAKING

(To be submitted by the person in whose favour conversion is sought on non-judicial stamp paper of Rs.10.00)

I _____, S/o., D/o, W/o. of _____, resident of _____ do hereby undertake as under:

1. That, I shall pay to the State Government or their authorized Officer immediately on demand, such amount as may be demanded by it on account of consent fee, conversion fee, arrears of ground rent and/or interest thereon in respect of Plot No. _____ in Khata No. _____ in village _____ under _____ Tahasil of Khordha district.
2. That, on my failure to pay any sum referred to above, the application for conversion of leasehold rights into freehold rights in respect of the property described above shall be deemed to be null and void.

Place:

Signature of the applicant

Date :

Form 3

(see item (iii) of sub- clause (2) of clause 4)

DECLARATION

I _____, S/o, D/o, W/o of _____, resident of _____ do hereby declare that,-

1. I am the lessee in whose favour the original lease has been sanctioned/ a legal heir of the original lessee/ a transferee of Plot No. _____ in Khata No. _____ in village _____ under _____ Tahasil of Khordha District.
2. I am in physical possession of the aforesaid property through a registered deed of conveyance.
3. There is no order for resumption of the land or order for cancellation of lease passed by any competent Revenue Authority or by a Court of law.

4. The land has not been resumed to Government Khata by virtue of any order of competent revenue authority or by virtue of any order of a Court of law.
5. There is no case pending in any court of law for adjudication nor any verdict is given by any competent court affecting the property described above.
6. The up-to-date ground rent and cess (if applicable) have been paid in respect of the above referred property.
7. The contents of the accompanying application for conversion of leasehold rights into freehold in respect of the above referred property are true and correct and the documents annexed thereto are genuine.
8. The facts stated in paragraphs 1 to 7 of this self- declaration are correct to the best of my knowledge and belief. Nothing contained herein is untrue and nothing material is concealed therefrom.

Place:

Signature of the applicant

Date :

Form 4

(see sub- clause (6) of clause 4)

PROCLAMATION**OFFICE OF THE TAHASILDAR, _____**

It is hereby informed to the general public that Mr. / Ms. _____, S/o., D/o., W/o. of _____, resident of _____ has applied for conversion of the lease hold land mentioned in the Schedule below into free hold with permanent, heritable and transferable right. Anybody having any objection to such conversion may file objection petition within a period of fifteen days from the date of publication of this proclamation affixing Court fee of Rs. _____ (Rupee _____ only) before the undersigned. No objection petition will be entertained after expiry of the scheduled period.

SCHEDULE OF LAND

Mouza	Khata No.	Plot No.	Area

Place:

Tahasildar, _____

Date :

District _____

Form 5

(see sub- clause (1) of clause 5)

CONVEYANCE DEED

(For conversion of lease hold land to free hold in Bhubaneswar and Jatni Tahasil of Khordha district)

This conveyance made on this _____ day of _____ (month), _____ (year) between the Governor of Odisha, hereinafter called "The Government" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part and Mr./ Ms. _____, S/o., D/o., W/o. of _____, resident of Village- _____, P.S.- _____, Tahasil- _____, Dist.- _____ hereinafter called "the land holder" (which expression shall unless excluded by or repugnant to the context be deemed to include his/ her heirs, administrators, representative and permitted assignees of the other part);

WHEREAS, by a lease Deed dated _____ day of _____ made between the Government and "the land holder" on the other part and registered on _____ day of _____ in the office of the Sub-Registrar, _____ being Serial No. _____ in Book No. _____, Volume No. _____ at pages _____ to _____ (hereinafter referred to as the said lease Deed), the government land as detailed in the Schedule below situated in Mouza- _____, Tahasil - _____ of District- _____ was demised and assured unto Mr./ Ms. _____, S/o, D/o, W/o of _____, resident of Village- _____, P.S.- _____, Tahasi l- _____, Dist.- _____, hereinafter called "the original lessee" subject to the limitations, terms and conditions mentioned therein;

AND, WHEREAS, "the land holder" is the legal heir of "the original lessee";

Or

AND, WHEREAS, "the land holder" is the transferee of the demised land through a Registered Deed of Conveyance bearing No. _____ dated _____ or through the following subsequent Registered Deeds of Conveyance (*establishing the flow of title starting from the first transferee up to the present transferee*)

1. Deed of Conveyance bearing No. _____ dated _____
2. Deed of Conveyance bearing No. _____ dated _____
3. Deed of Conveyance bearing No. _____ dated _____;

AND, WHEREAS, the said land holder has applied to the Government for conversion of the demised leasehold land into freehold;

AND, WHEREAS, the Collector, Khordha has accorded permission for conversion of the demised leasehold land into freehold which has been intimated by the Tahasildar, _____ to "the land holder" in letter No. _____ dated _____;

NOW THIS INDENTURE WITNESSES THAT in consideration of the sum of Rs. _____ (Rupees _____ only) paid as conversion fees and a sum of Rs. _____ (Rupees _____ only) as consent fee (*wherever applicable*) before the execution hereof (the receipt whereof the Government hereby admits and acknowledges) and in consideration of the aforesaid application of the said land holder and subject to the limitation mentioned hereinafter, the Government doth hereby grants, conveys, sells, releases and transfers, assigns and assures unto the said land holder and right, title and interests, whatsoever, permanently in respect of the demised land situated in Mouza- _____ of Tahasil _____, District _____ (hereinafter referred to as the said property) more fully described in the Schedule hereunder.

TO HAVE AND TO HOLD the same unto the land holder with permanent, and transferable rights, SUBJECT to the exceptions, reservations, covenants and conditions hereafter contained, that is to say, as follows:

1. That the land holder will have only the exclusive surface rights over the said property.

2. That the Government excepts and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Government and its agents and workmen, to enter upon all or any part of the property to search for, win, make merchantable, and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Government and to lay down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the land holder for damage done unto him thereby, subject to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of said property and to all public rights or easement affecting the same.

3. That notwithstanding execution of this deed, use of the property in contravention of the provisions of Master Plan/ Zonal Development Plan or Lay out plan shall not be deemed to have been condoned in any manner and the Town Planning/ Local Urban authorities shall be entitled to take appropriate action for contraventions for relevant provisions in this regard or any other law for the time being in force.

4. That the land holder shall comply with the building, drainage and other bye-laws of the appropriate Municipal or other authorities for the time being in force.

5. That if it is discovered at any stage that this deed has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud, then this deed shall become void at the option of the Government who shall have the right to cancel this deed and forfeit the consideration paid by the land holder. The decision of the Government in this regard shall be final and binding upon the land holder and shall not be called in question in any proceedings.

6. That the land holder shall not commit any act of waste on the said property so as to render it unfit for the purpose of being used as a house site.

7. That besides the conversion fees of Rs._____ as mentioned above (if applicable), the land holder will be required to pay annual rent for the property, besides payment of cess as per laws for the time being in force.

8. The rent is liable for revision during Survey and Settlement Operations or at the end of each 15th year, as the case may be, subject to a maximum limit of 50 (fifty) per cent over the rate of rent in force in the previous year or the rates applicable at the time to similar lands in the vicinity.

9. That it is further agreed that as a result of this conveyance Deed, the said land holder from the date mentioned hereafter will become owner of the said property on permanent basis with transferable rights and the conveyance for lease of the land earlier executed with the land holder shall stand annulled from the date this conveyance Deed comes into effect and the Government doth hereby releases the land holder from all liability in respect of the covenants and conditions contained in the said lease deed required to be observed by the land holder of the said demised property.

10. That the land holder hereby agrees that after conversion of the lease hold property into free hold, it will at all times indemnify and keep harmless the Government from all claims and demands made and all actions and proceedings taken against the Government by any in respect of the aforesaid property or any part thereof on any ground whatsoever.

11. The stamp duty and registration charges, upon this instrument shall be borne by the land holder.

12. This transfer shall be deemed to have come into force with effect from the date of registration of this deed.

THE SCHEDULE OF PROPERTY

Mouza	Khata No.	Plot No.	Area

IN WITNESSES WHEREOF the parties have put their signatures hereunder on the day and the year first above written:

In the presence of witness:

- 1.
- 2.

Signed by Shri _____

for and on behalf of the Governor of Odisha

Signed by the land holder”.

[No.42930—RDM-LRGEA-STATUT-0003-2023/R&DM.]

By Order of the Governor

SATYABRATA SAHU

Additional Chief Secretary to Government