

GOVERNMENT OF ODISHA
REVENUE AND DISASTER MANAGEMENT DEPARTMENT

NOTIFICATION

No. RDM-LRGEA-STATUT-0002-2023- 29099 /R&DM Dated 14 AUG 2023

Whereas, the draft of certain rules further to amend the Odisha Government Land Settlement Rules, 1983 were published as required by sub-section (1) of section 8- A of the Odisha Government Land Settlement Act, 1962 (Odisha Act 33 of 1962) in the Extraordinary issue of the *Odisha Gazette* No. 1294, dated the 6th June, 2023 under the notification of the Government of Odisha in the Revenue and Disaster Management Department No.20506-RDM-LRGEA-STATUT-0002-2023/R&DM., dated the 5th June, 2023 inviting objections and suggestions from all 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 Gazette*;

And whereas, the suggestions received from the public on the said draft rules have been considered by the Government;

Now, therefore, in exercise of the powers conferred by section 8-A of the said Act, the State Government do hereby make the following rules further to amend the Odisha Government Land Settlement Rules, 1983, namely:—

1. Short title and Commencement.— (1) These rules may be called the Odisha Government Land Settlement (Second 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), after rule 5-C, the following rule shall be inserted, namely:-

“ 5-D. Notwithstanding anything contained in rules 3, 5, 5-A, 5- AA, 5-B, 5-BB, 5-C, 8, 11, 12, 13 and 14, the Government land settled on leasehold basis with the Odisha State Housing Board constituted under section 3 of the Odisha Housing Board Act, 1968 (Odisha Act 11 of 1968) and the Development Authorities constituted under sub-section (3) of section 3 of the Odisha Development Authorities Act, 1982 (Odisha Act 14 of 1982) for development of housing or residential projects before coming into force of the Odisha Government Land Settlement (Second Amendment) Rules, 2023 may be

converted into free hold on permanent basis with transferable rights and the Government land leased out after coming into force of the said Amendment Rules may be settled with such Board and such Development Authorities on free hold on permanent basis with transferable rights for development of housing or residential projects in an application made in the manner prescribed in the Schedule VII.”.

3. In the said rules, in the Schedule V, in clause 6, for sub- clause (e), the following sub- clause shall be substituted, namely:-

“ (e) For the purpose of determining the amount payable under sub- clause (a), the purpose of land shall be deemed to be homestead if,-

- (i) in case of Khasmahal and Nazul category of lands, not more than thirty per centum of the constructed area on land applied for is being used for non- residential purpose and the entire remaining portion of the land is being used for homestead purpose;
- (ii) in case of Gramakantha Paramboke and Abadi category of lands situated in a rural area, the land applied for is being used partially for homestead purpose and the rest of the portion of land being used for purposes other than homestead and shall also include complete vacant land; and
- (iii) in case of Gramakantha Paramboke and Abadi category of lands situated in an urban area applied for where more than fifty per centum of the construction area is being used for homestead purpose.

Explanation I : In case of Gramakantha Paramboke and Abadi category of lands situated in an urban area, if more than fifty per-centum of the construction area is being used for purposes other than homestead, then the entire land including the vacant portion, if any, shall be treated as land being used for purposes other than homestead and agriculture and the provisions of the Schedule V-A shall be applicable for settlement of such lands;

Explanation II : In case of Gramakantha Paramboke and Abadi category of lands situated in an urban area, if the land is completely vacant, the land shall be treated as being used for purposes other than homestead and

agriculture and the provisions of the Schedule V-A shall be applicable for settlement of such lands;

Explanation III: In case of Gramakantha Paramboke and Abadi category of lands situated either in rural area or in urban area, if the land is being used exclusively for commercial or industrial or institutional (other than charitable as prescribed under clause 6 (a) (i) of the Schedule V-A), then the land shall be treated as being used for purposes other than homestead and agriculture and the provisions of the Schedule V-A shall be applicable for settlement of such lands;

Explanation IV: In case of Gramakantha Paramboke and Abadi category of lands situated either in rural area or in urban area, if the land or any portion thereof has been used for construction of apartment as defined under clause (a) of section 3 of the Odisha Apartment Ownership Act, 1982, then the land shall be treated as being used for purposes other than homestead and agriculture and the provisions of the Schedule V-A shall be applicable for settlement of such lands; and

Explanation V: Homestead purpose means 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 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 whose decision shall be final.”.

4. In the said rules, in the Schedule V-A,-

(a) in clause 6,-

(i) for sub- clause (a), the following sub- clause shall be substituted, namely:-

“ (a) Amount at the following rates shall be payable as Salami for settlement of Gramakantha Paramboke, Abadi, Khasmahal and Nazul category of lands under this Schedule, namely:-

(i) One per centum of the market value of the land as per the guidelines prescribed under the Odisha Stamp Rules, 1952, if the land is to be settled in favour of a charitable and “not- for- profit”

organization for the purposes of running Odia medium school, charitable dispensary, orphanage, old age home etc.;

(ii) Two per centum of the market value of the land as per the guidelines prescribed under the Odisha Stamp Rules, 1952, for purposes other than those in item (i):

Provided that in case of Gramakantha Paramboke and Abadi category of lands, where the competent authority has passed order for settlement of land prior to coming into force of the Odisha Government Land Settlement (Second Amendment) Rules, 2023 but the applicant has not made payment of the salami fixed for such settlement, the competent authority shall re-assess the salami as per item (i) or item (ii), as the case may be, and pass revised order for settlement of such land;”

(ii) for sub- clause (c), the following sub- clause shall be substituted, namely:-

“ (c) After settlement of the land, the applicant shall be liable to pay annual land revenue as per the fair and equitable rent fixed under the Odisha Survey and Settlement Rules, 1962 in respect of a similar kisam of land with similar advantages in the vicinity:

Provided that where the land has been settled with an eligible applicant prior to coming into force of the Odisha Government Land Settlement (Second Amendment) Rules, 2023, the case shall be re-opened and annual land revenue shall be re-assessed as per this sub- clause.”

(b) after sub- clause (e), the following sub- clause shall be inserted, namely:-

“(e-1) In case of Khasmahal or Nazul category of land, if the applicant is an Organization or Institution and is a lessee in favour of whom such land has been validly leased out by the competent authority for the purpose for which the land is presently being used or has purchased the land from the lessee with prior permission of the competent authority and is using it for the purpose for which the original lease was granted, as the case may be, and the lease has expired and if the Government due to sufficient and good reason is of the opinion that such lease should be renewed, it may, instead

of settling the land, renew such lease for such further period subject to such terms and conditions and on payment of such ground rent, cess and such amount of fee as may be decided by the Government by a special order:

Provided that the Government may, by a written order, cancel the renewed lease on violation of any of terms and conditions of such lease and all the immovable properties including trees or structures and any other improvement on the land shall be forfeited to the Government, on passing of such order:

Provided further that no order of cancellation as above shall be passed without giving a reasonable opportunity of being heard.”.

5. In the said rules, in the Schedule VI, in clause 1, in sub- clause (a), after the words “A leaseholder” and before the word “who”, the words “other than Odisha State Housing Board and a Development Authority” shall be inserted.
6. In the said rules, after the Schedule VI, the following Schedule shall be inserted, namely:-

“SCHEDULE- VII

(See rule 5-D)

Rules for conversion of lease hold into free hold of Government land leased out to Odisha State Housing Board or a Development Authority before coming into force of the Odisha Government Land Settlement (Second Amendment) Rules, 2023 and settlement of Government land on free hold basis in favour of the Board or Authority for development of housing or residential projects after coming into force of the said Amendment Rules.

Chapter- I

Conversion of lease hold land into free hold

1. **Conditions for allowing conversion.**— (a) The facility of conversion under this Chapter shall apply to those leasehold lands which have been taken on lease by the Odisha State Housing Board or a Development Authority, as the case may be, from the Government or from the competent authority under the provisions of the Odisha Government Land Settlement Act, 1962 and rules made thereunder for development of housing or residential projects.

(b) No conversion shall be allowed in respect of any land which has been taken on lease by the Odisha State Housing Board or a Development Authority, as the case may be, for development of any project other than housing or residential projects.

(c) No conversion shall be allowed in respect of any land the title of which is under dispute or is questioned in any Court of law.

(d) No conversion shall be allowed under this Chapter if any dues towards lease of the land such as annual ground rent, cess etc. along with interest thereon, if any, payable to the State Government is pending for payment by the Odisha State Housing Board or a Development Authority, as the case may be.

(e) 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 Certificates(s)" from the mortgagee. Where there are more than one mortgagee, "No objection Certificates" from all the mortgagees are required to be submitted.

2. Filing of application, enquiry into application, recommendation and allowing of conversion.-(1) The Odisha State Housing Board or a Development Authority, as the case may be, which is desirous for conversion of its lease hold land into free hold with permanent and transferable rights may, through its authorized representative, apply in Form 1 along with the fees specified in clause 4 of this Schedule to the Tahasildar under whose jurisdiction the land is situated, for such conversion.

(2) Upon receipt of application for conversion, the Tahasildar shall register the same and open a Case Record and thereafter, shall enquire either himself or through any of his sub-ordinate officer into the contents of the application, about the genuineness of the information given in such application 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.

(3) If after necessary verification, as mentioned in sub- clause (2), 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 2 for a period of fifteen days and invite objections from the general public fixing a date for hearing the said objections, if any.

(4) 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 Notified Area Council or Municipality or Municipal Corporation, as the case may be.

(5) 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.

(6) On receipt of the case record, the Collector shall verify all the records and after being satisfied, shall record his recommendation in the case record and send it to the Revenue and Disaster Management Department through proper channel.

(7) On receipt of the case record, the Revenue and Disaster Management Department shall place the proposal before the Government for appropriate orders.

(8) If Government agrees to the proposal, the Revenue and Disaster Management Department shall, through a speaking order, intimate the same to the Board of Revenue, Odisha, Revenue Divisional Commissioner, the Collector, the Sub- Collector, the concerned Tahasildar and also to the Odisha State Housing Board or the Development Authority, as the case may be. A copy of such speaking order shall also be furnished to the Housing and Urban Development Department of the State Government.

3. Deposit of Conversion fee by the applicant, execution of deed and correction of records.— (1) Soon after receiving the order under sub- clause (8) of clause 2, the Tahasildar shall intimate the authorized representative of the

Odisha State Housing Board or the Development Authority, as the case may be, to deposit the conversion fee, wherever applicable, within fifteen days from the date of receipt of intimation and to execute the Conveyance Deed in Form 3 within a period of one month.

(2) The conveyance deed shall be executed and registered at the cost of the Odisha State Housing Board or the Development Authority, as the case may be:

Provided that in case the land has been leased out to such Board or the Development Authority, as the case may be, for the purpose of development of an affordable housing project, the conveyance deed shall be executed on free of cost basis:

Provided further that in case the land has been leased out to such Board or the Development Authority, as the case may be, for development of any housing or residential project including affordable housing project the lease deed in respect of which has been executed prior to coming into force of the Odisha Government Land Settlement (Second Amendment) Rules, 2023, the conveyance deed shall be executed on free of cost basis;

Provided also that in order to avail exemption of cost of registration of the conveyance deed, Odisha State Housing Board or the Development Authority, as the case may be, shall obtain a certificate from the Housing and Urban Development Department of the State Government to the effect that the housing project is an affordable housing project and attach the certificate with its application in Form I specified in sub- clause (1) of clause 2 of this Schedule;

(3) On deposit of the conversion fee, wherever applicable, and upon execution of the conveyance deed, the Tahasildar shall arrange correction of Records- 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.

(4) After correction of Records- of- Right, the Tahasildar shall send to the Odisha State Housing Board or the Development Authority, as the case may be, an intimation in Form 4 regarding conversion of its lease hold land into free hold.

Explanation: For this Schedule, "Affordable Housing Project" shall mean a housing project declared as such by the Housing and Urban Development Department of the State Government through Notification.

4. **Fees payable.**— The fees payable at the time of application made for conversion of lease hold of land to free hold under this Chapter shall be as follows:—

(i) Application fee .. Rs.5,000/-

(ii) Proclamation fee .. Rs.500/-

(iii) Measurement fee .. Rs.1,000/-

5. **Conversion fee.**— In case, the land has been leased out to the Odisha State Housing Board or a Development Authority, as the case may be, for the purpose of development of a housing or residential project other than an affordable housing project, the fee for conversion of the land into free hold shall be at the rate of ten per centum of the prevailing market value of the land:

Provided that no conversion fee shall be charged for that portion of land which has been leased out to the Odisha State Housing Board or a Development Authority, as the case may be, for the purpose of development of an affordable housing project:

Provided further that in case the land has been leased out to the Odisha State Housing Board or a Development Authority, as the case may be, for development of any housing or residential project including affordable housing project the lease deed in respect of which has been executed prior to coming into force of the Odisha Government Land Settlement (Second Amendment) Rules, 2023, no conversion fee shall be payable by such Board or the Development Authority, as the case may be:

Provided also that in order to avail exemption of conversion fee, the Odisha State Housing Board or the Development Authority, as the case may be, shall obtain a certificate from the Housing and Urban Development Department of the State Government to the effect that the housing project is an affordable housing project and attach the certificate with its application in Form 1 specified in sub- clause (1) of clause 2 of this Schedule.

6. **Transfer of free hold land to individual allottees.**— After conversion into free hold, the Odisha State Housing Board or the Development Authority, as

the case may be, may transfer such portion of the land, as would be decided by that Board or Authority, in favour of individual allottees for residential purpose on free hold basis subject to execution of Deed as required under the provisions of the Registration Act, 1908 (Act No. 16 of 1908).

7. Conversion of lease hold land into free hold by individual allottee.-

Notwithstanding anything contained in clause 3, in cases where the Odisha State Housing Board or the Development Authority, as the case may be, has allotted certain extent of the leased out land in favour of an individual allottee and Records- of- Right has been prepared on lease hold basis in the name of such allottee prior to coming into force of the Odisha Government Land Settlement (Second Amendment) Rules, 2023, soon after receiving the order under sub- clause (8) of clause 2, the Board or the Development Authority, as the case may be, shall execute a Conveyance Deed with such individual allottee after collecting conversion fee at the rate of ten per centum of the prevailing market value of that extent of land allotted in favour of the allottee and shall furnish a copy of such executed Deed to the Tahasildar concerned on the basis of which the Tahasildar, instead of mutating the land in the name of the Board or the Development Authority, as the case may be, shall mutate that extent of land in the name of such individual allottee on free hold basis.

8. 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). Wherever necessary, cess will be revised accordingly.

9. Review.- Any decision made or order passed under sub- clause (8) of clause 2 may be reviewed by the Government, on its own motion or otherwise, within a period of three months 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 Chapter.

Chapter II

Settlement of Government land on free hold basis

10. Conditions for settlement.- (a) The Odisha State Housing Board or a Development Authority, as the case may be, instead of applying for lease, may

apply for settlement of Government land on free hold basis under this Chapter for development of housing or residential projects.

(b) No settlement of Government land shall be made under this Chapter for development of any project other than housing or residential projects by the Board or the Development Authority, as the case may be.

11. Filing of application, enquiry into application, recommendation and order for settlement.-

(1) The application for settlement of Government land on free hold basis under this Chapter shall be in Form I-A prescribed under sub- rule (2) of rule 5 the Rules which shall be filed by Odisha State Housing Board or a Development Authority, as the case may be, through its authorized representative before the Tahasildar having jurisdiction over the area in which the land is situated.

(2) Upon receipt of application for settlement, the Tahasildar shall register the same and open a Case Record and thereafter, shall enquire either himself or through any of his sub- ordinate officer into the contents of the application, about the genuineness of the information given in such application and such other matters as are relevant to the question of settlement with reference to the existing Record- of- Rights.

(3) If after necessary verification, as mentioned in sub- clause (2), the Tahasildar is of the opinion that settlement of the land on free hold basis 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.

(4) 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 Notified Area Council or Municipality or Municipal Corporation, as the case may be.

(5) 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 the land on free hold basis, record his recommendation in the case record and send it to the Collector through the Sub- Collector.

(6) On receipt of the case record, the Collector shall verify all the records and after being satisfied, shall record his recommendation in the case record and send it to Revenue and Disaster Management Department through proper channel.

(7) Government in Revenue and Disaster Management Department shall be the authority to grant settlement of Government land on free hold basis under this Chapter.

(8) After approval of Government, Revenue and Disaster Management Department shall, through a speaking order, intimate the same to the Board of Revenue, Odisha, the Revenue Divisional Commissioner, the Collector, the Sub- Collector, the concerned Tahasildar and also to Odisha State Housing Board or the Development Authority, as the case may be. A copy such speaking order shall also be furnished to Housing and Urban Development Department of the State Government.

12. Deposit of premium and other dues by the applicant, execution of deed and correction of records.— (1) Soon after receiving the order under sub-clause (8) of clause 11, the Tahasildar shall intimate the authorized representative of Odisha State Housing Board or the Development Authority, as the case may be, to deposit the premium and incidental charges, wherever applicable, within fifteen days from the date of receipt of intimation and for executing the Conveyance Deed in Form 6 within a period of one month.

(2) The premium payable shall be one hundred and ten per centum of the market value of the land and incidental charges payable shall be the fee specified under Serial No. 4 of Schedule III of the Rules:

Provided that no premium or incidental charges shall be payable by the Odisha State Housing Board or the Development Authority, as the case may be, if the land is being settled for development of an affordable housing project by such Board or the Development Authority.

(3) The conveyance deed shall be executed and registered at the cost of the Odisha State Housing Board or the Development Authority, as the case may be:

Provided that in case the land is being settled on free hold basis with Odisha State Housing Board or the Development Authority, as the case may be, for the purpose of development of an affordable housing project, the conveyance deed shall be executed on free of cost basis;

Provided further that in order to avail exemption of premium and incidental and to execute conveyance deed on free of cost basis, the Odisha State Housing Board or the Development Authority, as the case may be, shall obtain a certificate from the Housing and Urban Development Department of the State Government to the effect that the housing project is an affordable housing project and attach the certificate with its application in Form 1- A.

(4) On deposit of the premium and incidental charges, wherever applicable, and upon execution of the conveyance deed, the Tahasildar shall arrange correction of records- 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.

(5) After correction of records- of- right, the Tahasildar shall send to such Board or the Development Authority, as the case may be, an intimation in Form 7 regarding settlement of the land on free hold basis.

13. **Review.**— Any decision made or order passed under sub- clause (7) of clause 11 may be reviewed by the Government, on its own motion or otherwise, within a period of three months 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.

14. **Fees payable.**— The fees payable in course of proceedings for settlement of government land on free hold basis under this Chapter shall be as follows:

- | | | |
|-----------------------|----|------------|
| (i) Application fee | .. | Rs.5,000/- |
| (ii) Proclamation fee | .. | Rs.500/- |
| (iii) Measurement fee | .. | Rs.1,000/- |

15. **Annual rent payable on settlement of land on free hold basis.**— After settlement, the annual rent payable for the free hold land shall be fixed as per the provisions contained in section 19 of the Odisha Survey and Settlement Act, 1958 (Odisha Act 3 of 1959). Wherever necessary, cess will be fixed accordingly.

Chapter- III

General provisions

16. **Penalty for violation.**— (a) In case of conversion of lease hold land into free hold under Chapter I for affordable housing project, if the Collector has reasons to believe that the Odisha State Housing Board or the Development Authority, as the case may be, after conversion of lease hold into free hold, has used any portion of the land or the entire land for any housing/ residential project other than an affordable housing project, he may impose a penalty equivalent to the conversion fee which would have been payable for that portion of land or the entire land, as the case may be, by such Board or the Development Authority under clause (5) for developing housing or residential projects other than affordable housing project.

(b) In case of settlement of land on free hold basis under Chapter II for affordable housing project, if the Collector has reasons to believe that the Odisha State Housing Board or the Development Authority, as the case may be, after settlement of the land, has used any portion of the land or the entire land for any housing or residential project other than an affordable housing project, he may impose, in addition to the penalty equivalent to the conversion fee under sub- clause (a), a penalty equivalent to premium and incidental charges as specified in sub- clause (2) of clause (12), which would have been payable for that portion of land or the entire land, as the case may be, by such Board or the Development Authority for developing housing or residential projects other than affordable housing project:

Provided that no order for imposition of penalty under this clause shall be passed without giving such Board or the Development Authority, as the case may be, a reasonable opportunity of being heard in the matter.

17. **Revocation of free hold status for violation.**— (1) The Collector may pass order for revocation of the free hold status of a portion of land or the entire land if he has reasons to believe that after conversion of lease hold into free

hold under Chapter I or after settlement of land on free hold basis under Chapter II, as the case may be, the Odisha State Housing Board or the Development Authority, as the case may be, has used that portion of land or the entire land, as the case may be, for any purpose other than the purpose of development of housing or residential project:

Provided that no order for revocation of free hold status shall be passed without giving the Board or the Authority, as the case may be, a reasonable opportunity of being heard in the matter.

(2) Soon after getting intimation from the Collector regarding passing of order for revocation of the free hold status of the land, the Tahasildar concerned shall,-

(i) record the land in lease hold status with such Board or Authority, as the case may be if that land had been converted from lease hold into free hold status under Chapter I, or

(ii) record the land in Government Khata if the land had been settled on free hold basis under Chapter II.

(3) After recording of the land in lease hold status as per item (i) of sub- clause (2), the terms and conditions of the lease deed which was executed by such Board or Authority, as the case may be, with the State Government for lease of the land shall prevail and the Board or the Authority, as the case may be, shall be liable to pay the annual ground rent and cess as had been fixed under that lease.

18. **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.

19. **Issue of executive instructions.**- 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 for conversion of lease hold into free hold of Government land leased out to Odisha State Housing Board or a Development Authority for development of housing or residential projects

To

The Tahasildar, _____

1. Name of the applicant Organization:
2. Address of the Organization
 - a. Headquarters-
 - b. Local office, if any-
3. Particulars of the authorized representative of the Organization:
 - i. Name-
 - ii. Father's name-
 - iii. Designation-
 - iv. Address-

(Authorization of the Organization in favour of the representative to be annexed to the Application)

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

Name of the Tahasil	Name of the Mouza	Khata No.	Plot No.	Area (in Ac.)			Classification (Housing/ Residential/ Affordable Housing Project)
				Buildable Area (in Ac.)	Public Utility area (in Ac.)	Total (in Ac.)	
1	2	3	4	5	6	7	8

5. Number and Date of the order of sanction of lease by or on behalf of the Government/by the Competent Authority.
6.
 - i. Whether the lease deed is executed and registered- Yes/ No
 - ii. If "yes" details of the document number and date-

(A copy of the deed has to be annexed to the application)

7. i. Whether use of the leasehold land applied for conversion is housing/ residential project- Yes/ No
 - ii. If yes, whether the entire land or any part thereof is being used for "Affordable Housing Project"- Yes/ No

(If yes, a certificate from Housing and Urban Development Department to the effect that the housing project is an affordable housing project has to be annexed to the application)
8. i. Whether the property or any part thereof stands mortgaged- Yes/ No
 - ii. If "Yes" whether no objection certificate(s) from the mortgagees has been enclosed- Yes/ No
9. i. Whether the lease/allotment was cancelled/property re-entered- Yes/ No
 - ii. If "Yes" whether restored- Yes/ No
10. Whether there is any dispute pending in a Court of law concerning the property applied for conversion- Yes/No.
11. Whether the Organization is willing to pay the conversion fee (in case of housing/ residential projects other than affordable housing projects) as would be assessed/fixed-
12. 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.

Office Seal of the
Authorized Representative
of the Organization
Place:
Date :

Signature of the Authorized
Representative with Name and
Designation
Signature of the Authorized
Representative with Name and
Designation

FORM 2

[see sub-clause (3) of clause 2]

PROCLAMATION

OFFICE OF THE TAHASILDAR, _____

It is hereby informed to the general public that Odisha State Housing Board/ _____ Development Authority, Address- _____, has applied for conversion of its lease hold land mentioned in the Schedule below into free hold with permanent 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
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Tahasildar, _____

District _____

FORM 3

[see sub-clause (1) of clause-3]

CONVEYANCE DEED

(For conversion of lease hold into free hold of Government land leased out to Odisha State Housing Board or a Development Authority for development of housing/residential purpose)

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 Odisha State Housing Board/ _____ Development Authority, Address- _____ hereinafter called "the purchaser" (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, administrators, representative and permitted assignees of the other part).

WHEREAS by a lease Deed dated _____ day of _____ made between the Government and "purchaser" 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- _____, District- _____ was demised and assured unto the said purchaser herein subject to the limitations, terms and conditions mentioned therein.

AND WHEREAS representing that the said lease is still valid and subsisting, the said purchaser has applied to the Government to purchase reversionary interest of the Government in the said demised property leased out to it under the said lease deed to the extent of its permanent and transferable rights and the Government has agreed to sell such interest/right of the said demised property subject to the terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSES THAT in consideration of the sum of Rs. _____ (Rupees _____ only) paid as conversion fees before the execution hereof (the receipt whereof the Government hereby admits and acknowledges) *(no conversion fee shall be payable for that portion of land which has been leased out for the purpose of development of an affordable housing project and no conversion fee shall be payable if the land has been leased out for development of any housing/ residential project including affordable housing project the lease deed in respect of which has been executed prior to coming into force of the Odisha Government Land Settlement (Second Amendment) Rules, 2023)*, the aforesaid representation and subject to the limitation mentioned hereinafter, the Government doth hereby grants, conveys, sells, releases and transfers, assigns and assures unto the said purchaser 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 purchaser with permanent, and transferable rights, SUBJECT to the exceptions, reservations, covenants and conditions hereafter contained, that is to say, as follows:

1. That the purchaser 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 purchaser 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. (a) That notwithstanding execution of this deed, use of the property in contravention of the provisions of Master Plan/Zonal Development Plan/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.

(b) Further that, no portion of the land under conversion shall be put to any use other than development of housing/ residential project.

4. That the purchaser 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 purchaser. The decision of the Government in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.

6. That the purchaser 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 purchaser will be required to pay annual rent for the property, besides payment of cess as per laws for 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 purchaser 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 purchaser shall stand annulled from the date this conveyance Deed comes into effect and the Government doth hereby releases the purchaser from all liability in respect of the covenants and conditions contained in the said lease deed required to be observed by the purchaser of the said demised property.

10. That the purchaser 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. That if it is discovered at any stage that the purchaser, after conversion of the land into free hold for development of an affordable housing project, has utilized any portion of the land or the entire land for any housing/ residential purpose other than the purpose of development of that affordable housing project, the Government shall have the right to impose upon such purchaser a penalty equivalent to the conversion fee which would have been payable for that portion of land or the entire land, as the case may be, by such purchaser for developing housing/ residential projects other than affordable housing project.

12. That if it is discovered at any stage that the purchaser, after conversion of the land to free hold for development of a housing/ residential project, has utilized that portion of the land or the entire land, as the case may be, for any purpose other than the purpose of development of housing/ residential project, the Government shall have the right to revoke the free hold status of that portion of property or the entire property, as the case may be, and forfeit the consideration paid, if any, by the purchaser.

13. The stamp duty and registration charges, upon this instrument shall be borne by the purchaser.

(In case the land has been leased out to the purchaser for the purpose of development of an affordable housing project, the conveyance deed shall be executed on free of cost basis. Further, in case the land has been leased out to the purchaser for development of any housing/ residential project including affordable housing project the lease deed in respect of which has been executed prior to coming into force of the Odisha Government Land Settlement (Second Amendment) Rules, 2023, the conveyance deed shall be executed on free of cost basis.)

14. 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
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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 purchaser

FORM 4

[see sub- clause (4) of clause 3]

(Intimation regarding conversion of lease hold to free hold)

From

The Tahasildar, _____

1. District _____

2. Tahasil _____

3. Name of the Mouza _____

4. Name of the P.S. _____

5. Name of the Organization in whose favour the conversion is allowed

6. THE SCHEDULE OF PROPERTY

Mouza	Khata No.	Plot No.	Area
-------	-----------	----------	------

Annual Rent and cess payable:

Tahasildar,

FORM 5

[see sub-clause (3) of clause 11]

PROCLAMATION

OFFICE OF THE TAHASILDAR, _____

It is hereby informed to the general public that Odisha State Housing Board/
_____ Development Authority, Address- _____, has
applied for settlement of Government land mentioned in the Schedule below
with free hold status with permanent and transferable right. 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
-------	-----------	----------	------

Tahasildar, _____

District _____

FORM 6

[see sub-clause (1) of clause-12]

CONVEYANCE DEED

(For settlement of Government land with free hold status with permanent and transferable rights in favour of Odisha State Housing Board or a Development Authority for development of housing/residential purpose)

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 Odisha State Housing Board/ _____ Development Authority, Address-_____ hereinafter called "the purchaser" (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, administrators, representative and permitted assignees of the other part).

WHEREAS the purchaser has applied to the Government to purchase reversionary interest of the Government in the property situated in Mouza- _____ under _____ Tahasil of _____ District more fully described in the Schedule hereunder with permanent and transferable rights and the Government has agreed to sell such interest/right of the said property subject to the terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSES THAT in consideration of the sum of Rs. _____ (Rupees _____ only) paid as premium and incidental charges before the execution hereof (the receipt whereof the Government hereby admits and acknowledges) *(no premium or incidental charges shall be payable for that portion of land which is being settled for the purpose of development of an affordable housing project)*, the aforesaid representation and subject to the limitation mentioned hereinafter, the Government doth hereby grants, conveys,

sells, releases and transfers, assigns and assures unto the said purchaser 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 purchaser with permanent and transferable rights, SUBJECT to the exceptions, reservations, covenants and conditions hereafter contained, that is to say, as follows:

1. That the purchaser 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 purchaser 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. (a) That notwithstanding execution of this deed, use of the property in contravention of the provisions of Master Plan or Zonal Development Plan/Lay out plan shall not be deemed to have been condoned in any manner and the Town Planning or 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.

(b) Further that, no portion of the land under settlement shall be put to any use other than development of housing or residential project.

4. That the purchaser 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 purchaser. The decision of the Government in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.

6. That the purchaser 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 after settlement of the land, the purchaser will be required to pay annual rent for the property, besides payment of cess as per laws for 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 purchaser from the date mentioned hereafter will become owner of the said property on permanent basis with transferable rights.

10. That the purchaser hereby agrees that after settlement of the land, 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. That if it is discovered at any stage that the purchaser, after settlement of the land with free hold status for development of an affordable housing project, has utilized any portion of the land or the entire land for any housing or residential purpose other than the purpose of development of that affordable housing project, the Government shall have the right to impose upon such purchaser a penalty equivalent to the premium, incidental charges and conversion fee which would have been payable for that portion of land or the

entire land, as the case may be, by such purchaser for developing housing or residential projects other than affordable housing project.

12. That if it is discovered at any stage that the purchaser, after settlement of the land with free hold status for development of a housing or residential project, has utilized that portion of the land or the entire land, as the case may be, for any purpose other than the purpose of development of housing or residential project, the Government shall have the right to revoke the free hold status of that portion of property or the entire property, as the case may be, and forfeit the consideration paid, if any, by the purchaser.

13. The stamp duty and registration charges, upon this instrument shall be borne by the purchaser.

(In case the land is being settled on free hold basis with the purchaser for the purpose of development of an affordable housing project, the conveyance deed shall be executed on free of cost basis.)

14. 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 WHERE OF 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 purchaser


14/08/2023

FORM 7

[see sub- clause (5) of clause 12]

(Intimation regarding settlement of land with free hold status)

From

The Tahasildar, _____

1. District _____

2. Tahasil _____

3. Name of the Mouza _____

4. Name of the P.S. _____

5. Name of the Organization in whose favour the settlement is allowed

6. THE SCHEDULE OF PROPERTY


Mouza	Khata No.	Plot No.	Area
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Annual Rent and cess payable:

Tahasildar,

_____".

By order of the Governor


14/8/2023

Additional Chief Secretary to Government

Memo. No. 29100 /R&DM, Dated 14 AUG 2023

Copy along with soft copy (CD enclosed) forwarded to Deputy Director, Odisha Secretariat Branch Press, At-Kharavela Nagar, Bhubaneswar for information and necessary action. They are requested to publish the notification in an Extra - ordinary issue of the Odisha Gazette and supply 10 (Ten) copies to this Department for reference.

This notification shall bear S.R.O number as it is a statutory one.

Dml
14/08/2023
Joint Secretary to Government

Memo. No. 29101 /R&DM, Dated 14 AUG 2023

Copy forwarded to all Departments of Government / Secretary, Board of Revenue, Odisha, Cuttack / all RDCs / Land Reforms Commissioner, Odisha, Cuttack / Director, Land Records, Surveys and Consolidation, Odisha, Cuttack / Commissioner, Land Records and Settlement, Odisha, Cuttack / Inspector General of Registration, Odisha, Cuttack / all Collectors for information and necessary action.

Dml
14/08/2023
Joint Secretary to Government

Memo. No. 29102 /R&DM, Dated 14 AUG 2023

Copy forwarded to Special Secretary to Chief Minister, Odisha / P.S to Minister, Revenue & DM for kind information of Hon'ble Chief Minister and Hon'ble Minister, Revenue & DM respectively.

Dml
14/08/2023
Joint Secretary to Government

Memo. No. 29103 /R&DM, Dated 14 AUG 2023

Copy forwarded to O.S.D to Chief Secretary, Odisha / P.S to Development Commissioner-cum-Addl. Chief Secretary to Government for kind information of Chief Secretary and Development Commissioner respectively.

Dml
14/08/2023
Joint Secretary to Government

Memo. No. 29104 /R&DM, Dated 14 AUG 2023

Copy forwarded to CH & S Branch / LR (A) and (B) Branch / Registration Branch / e-Governance Branch and all seats of LR & GE (A) / (B) / (C) Branch of Revenue & DM Department for information and necessary action.

Dml
14/08/2023
Joint Secretary to Government