

The Orissa Government Land Settlement Rules, 1983

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Rule

THE-ORISSA-GOVERNMENT-LAND-SETTLEMENT-RULES-1983 of 1983

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The Orissa Government Land Settlement Rules, 1983Published vide Notification Orissa Gazette Extraordinary No. 356/12.3.1984-Notification S.R.O. No. 288/84/6.3.1984Whereas the draft of the Orissa Government Land Settlement Rules, 1983 were published as required by Sub-section (1) of Section 8-A of the Orissa Government Land Settlement Act, 1962 (Orissa Act 33 of 1962) in an extraordinary issue of Orissa Gazette No. 1444, dated the 1st November, 1983 under the notification of the Government of Orissa in the Revenue Department No. 40349-GE (GL) S-84/83-R., dated the 22nd June, 1983 inviting objections and suggestions from all persons likely to be affected thereby.Whereas objections and suggestions received from the public on the said draft have been considered by the State Government.Now, therefore, in exercise of the powers conferred by Section 8-A of the Orissa Government Land Settlement Act, 1962 (Orissa Act 33 of 1962) the State Government do hereby make the following Orissa Government Land Settlement Rules, 1983 :

1. Short title and commencement.

(1)These rules may be called the Orissa Government Land Settlement Rules, 1983.(2)They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.

(1)In these rules, unless the context otherwise requires-(a)"Act" means the Orissa Government Land Settlement Act, 1962;(b)"communal with respect to a land" means a land which is used by any village community or any section thereof for a communal purpose like burying or cremating dead bodies, celebrating public festivals, holding melas or common worship and the like without any interference from any body or paying any fees for the purpose;(c)"effective area of a village" means the total extent of private agricultural land plus arable Government lands consisting of gochar,

village forests and waste land in the village multiplied by 20/23; Note - For the purpose of calculating arable Government land under this clause, the following categories of lands shall be excluded namely : (i) lands known as 'char' and 'diara'; (ii) lands subject to the custom of Utabandi Settlement; (iii) Canal side, road side and other lands considered temporarily surplus by the Works Department and Irrigation and Power Department which are placed at disposal of the Revenue Department for temporary settlement ; (iv) surplus railway lands placed by the Ministry of Railways at the disposal of the Revenue Department for being utilised for the purpose of agriculture; and (v) lands recorded or used for communal purposes (d) "Form" means a form appended to these rules; (dd) "homesteadless person" means a person who together with all the members of his family living in common mess- [Inserted vide Orissa Gazette Extraordinary No. 1578/18.11.1987-SRO No. 786/87/20.10.1987.] (i) does not have an annual income together with the annual income of all the members of his family from all sources exceeding Rs. 3,600 or any amount as may be notified by Government from time to time; (ii) does not have any homestead land here in the State; and (iii) owns less than one standard acre of agricultural land; (e) "rural area" means an area other than urban area; (f) "Schedule" means a schedule appended to these rules; (g) "Section" means a section of the Act; (h) "urban area" means an area constituted into a Municipality or a Notified Area under the Orissa Municipal Act, 1950 and shall include such other areas having urban characteristics which may be notified as such by the Government from time to time. (2) Words and expressions used but not defined in these rules shall have the same meanings as are respectively assigned to them in the Act.

3. Plotting of urban lands reserved for house-sites.

(1) Government lands belonging to any urban area reserved for house-sites under Clause (a) of Sub-section (1) of Section 3 shall be divided into convenient plots in accordance with the scale fixed by the consultation with the Municipality/ Notified Area Council, as the case may be, subject to the approval of the Revenue Divisional Commissioner with reference to the requirements. In making such division the principles of the town planning and hygienic requirements shall be taken into consideration. The plots shall be so arranged as to ensure straightness of streets, guard against over-crowding and make suitable provisions for drainage. Any future requirement of Government and other public institutions shall also be kept in view. (2) If a Town Planning Scheme has been approved under the Orissa Town Planning and Improvement Trust Act, 1956 for any urban area, the Collector shall follow the said scheme in preparing the plan of house-sites for disposal. (3) The plots in urban area shall be divided into five categories and assigned for the following purposes, namely : (i) [land reserved for poor class people having annual family income of less than Rs. 8,400; [Substituted vide Orissa Gazette Extraordinary No. 1578/18.11.1987-SRO No. 786/87/20.10.1987.]] (ii) land reserved for middle class people having annual family income between Rs. 8,400 and Rs. 30,000 having no housesite or having inadequate accommodation in an urban area; (iii) land reserved for future requirements of Government and other public purposes; (iv) land to be settled by public auction ; and (v) land to be reserved for setting up small or medium scale industries. Note - It shall not be necessary that the plots assigned for any of the above purposes shall be continuous. The Collector shall obtain the approval of the Revenue Divisional Commissioner to the classification of plots made as above.

4. De-reservation principles.

(1) Any land which has been reserved under Clause (a) of Sub-section (1) of Section 3 or recorded as Gochar may be de-reserved by any officer not below the rank of Collector authorised by the State Government in that behalf. In making such de-reservation the following procedure shall be followed, namely : (i) "A notice inviting objection to the proposal for de-reservation specifying particulars of the area to be de-reserved and its situation such as village, Grama Panchayat and town, khata or holding and plot number and extent shall be published in the manner prescribed in Sub-rule (6) of Rule 5. A period of thirty days shall be allowed for filing objections, if any, before the concerned Tahasildar. If during the said period no objection is received, the Tahasildar shall submit his proposal for de-reservation giving justification for the same. (ii) in case of objections filed before the Tahasildar, he shall hear the parties on a date fixed by him and, after such hearing, shall forward his recommendation to the authorised officer for orders. On receipt of recommendation from the Tahasildar the authorised officer may, on being satisfied with the grounds advanced by the Tahasildar for de-reservation, accept and modify to the extent, if he considers necessary or reject the same. The orders passed by the authorised officers shall be communicated to the concerned Tahasildar. When the authorised officer passes orders for dereservation such orders shall be published in the manner prescribed in Sub-rule (5) of Rule 5. The Tahasildar shall thereafter make necessary corrections in the record-of-rights. (2) While de-reserving any Government land recorded as Gochar the authorised officer shall assess the reasonable requirement for the purpose of Gochar for use by the community in the following manner : (i) In every surveyed village which is not included within the limits of an urban area, five per cent of the effective area of the village shall be set apart for pasturage (Gochar) subject to availability of suitable Government land. (ii) In every surveyed village, land for pasturage shall be set apart at the rate of one acre for every fourteen inhabitants of the village, and if the village is non-inhabited; reservation for pasturage, shall be made at the rate of one acre for every three persons having land in the village, subject to availability of suitable Government land: Provided that the above provision shall not apply to Gochar situated in an urban area.

5. Manner of settlement of Government land.

(1) All applications for settlement of Government land irrespective of the purpose of lease or the extent of area involved either in rural or in urban area, shall be filed before the Tahasildar having jurisdiction over the area in which the land is situated. (2) Application for settlement of land shall be in Form 1. (3) On receipt of applications, they shall be forthwith entered chronologically in a register maintained in Form II. There shall be two such registers, one for the urban area and another for the rural area. The Tahasildar shall, on receipt of the application, cause a verification to be made in respect of each application with reference to the existing record-of-rights and maps, ascertain if the land applied for, is free from encroachment of encumbrance or not, and whether the lease can be granted and examined, whether any de-reservation will be necessary and the applicant is eligible to get the land for the purpose for which he has applied and the like. Such verification shall as far as practicable, be completed within a period of fifteen days from the date of receipt of the application. If after such verification, the Tahasildar is of the opinion that settlement of land shall not be granted because of non-availability of land in question or non-eligibility of the person applying for the land

or the like, he shall reject the application after recording in writing reasons for such rejection in respect of each application. He shall do so irrespective of the fact whether the sanction of the lease in the said case is within his competence or rests with any other officer.(4)If after necessary verification, as mentioned in Sub-rule (3), the Tahasildar is of the opinion that settlement of land may be granted, he shall publish a proclamation in Form No. III and invite objections, fixing a date for hearing the said objections, if any.(5)The proclamation shall be published by beat of drum and by affixing a copy of the same at a conspicuous place in the village or urban area in which the land is situated in the presence of not less than two persons of the locality. If the village is uninhabited, the notice shall be published in the nearest inhabited village. A copy of the proclamation shall be published by affixing in the Notice Board of the Tahasil Office and a copy shall be sent to the Gram Panchayat or Notified Area Council or Municipality, as the case may be, under which the land is situated.(6)On expiry of thirty 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 expiry of thirty days from the date of publication of the proclamation, where no objection has been filed, the Tahasildar shall, if he is satisfied that the applicant is deserving and there is no objection to settlement on any ground, make an order granting such settlement of the land applied for or any portion thereof and submit the case record, after expiry of the appeal period, to the Sub-divisional Officer having jurisdiction for approval. If the settlement has to be granted by an officer superior in rank to the Tahasildar under these rules the case records shall be submitted to such officer for disposal. The Tahasildar shall forward a list of lease granted every month to the Collector for his information.(7)Settlement of land shall be in conformity with reservation, if any, made under Clause (a) of Sub-section (1) of Section 3 :Provided that no such settlement shall be made, unless the premium fixed for the land is paid :Provided further that the Government may exempt the premium payable in any case or class of cases for settlement of land.

5A. [[Inserted vide Orissa Gazette Extraordinary No. 1578/18.11.1987-SRO No. 786/87/20.10.1987.]

Notwithstanding anything contained in Rules 3, 5, 8, 11, 12 and 13 lease settlement of Government land in the civil township of Rourkela Notified Area shall be made in the manner prescribed in Schedule IV.]

5B. [[Inserted vide Orissa Gazette Extraordinary No. 1636/7.12.1993-Notification No. 53511 -GE-(GL)-S-40/93 (Part)-R./6.12.1993.]

Notwithstanding anything contained in Rules 3, 5, 5-A, 8, 11, 12, 13, settlement of Khasmahal and Nazul land, Gramakantha Parambok and Abadi land leased out prior to the 9th day of January, 1991 shall be made in the manner prescribed in Schedule V.]

5C. [[Inserted vide Orissa Gazette Extraordinary No. 1111 - S.R.O.No. 407/98, Dated, 31.8.1998.]

Notwithstanding anything contained in Rules 3, 5, 5-A, 5-B, 8, 11, 12 and 13 settlement of Government Land on leasehold basis for homestead purposes in the urban areas of the State as mentioned in Schedule VI may be converted into free hold on permanent basis with hereditary and transferable rights in the manner prescribed in the said Schedule.]

6. Principles for settlement.

- Settlement of Government land for agricultural purposes shall be made village-wise. Every year, applications received in each quarter shall be considered in one batch for disposal in the first month of the succeeding quarter. Applications of each category of applications specified in Sub-section (3) of Section 3 shall be considered together and disposed of in the order of priorities.(2)Where reclamation schemes are undertaken by Government for agricultural development or for re-settlement or rehabilitation of displaced persons of any category including tribals or of weaker sections of the society, settlement of the land reclaimed shall be made according to such scheme in each case.(3)Char and Diara lands which are thrown out of a reservoir or any other irrigation project temporarily shall be settled for cultivation for a season only.(4)No Government land shall be settled in urban areas for agricultural purposes.(5)Land covered by forest growth coming within the purview of Clause (ii) of Section 2 of the Forest (Conservation) Act, 1980 or recorded as forest inside village boundary of lands covered by forest shall not be settled for any purpose whatsoever without prior approval of Government. Where areas having sparse tree growth inside village boundary are proposed to be settled under these rules, no intimation slips as provided in Rule 12, shall be issued unless the following formalities are observed, namely : (a)the Divisional Forest Officer-in-charge of the area shall be intimated of the decision to settle the land if there is sparse tree growth on it and he shall be called upon to dispose of the trees within a period of three months from the date of such intimation either by himself or through an officer not below the rank of a Range Officer;(b)the Divisional Forest Officer shall arrange for disposal of the trees by auction to the village community in the presence of the Tahasildar or his representative not below the rank of a Revenue Supervisor which shall not be less than the royalty at the rates approved by the Forest Department. Only very small growth which is not saleable or which is not worth selling may be settled with any person at four times the rate of royalty prescribed by the Forest Department;(c)if within three months the Divisional Forest Officer does not dispose of the trees or remove them, the Tahasildar or any officer authorised by him in this behalf shall do the same through public auction;(d)on receipt of intimation under Clause (a) of Sub-rule (5), the Divisional Forest Officer may raise objection to settlement of such land. In all such cases the area objected to shall not be settled without the orders of the Collector after due consideration of the objection of the Divisional Forest Officer, provided that the grant of lease does not contravene the provisions of Clause (i) of Section 2 of the Forest (Conservation) Act, 1980 and that the proposed lease of land if inside a village boundary is not recorded as forest or otherwise covered by forests.

7. Settlement of land for homestead purposes in rural areas.

(1)In each village the land for homestead purposes shall be demarcated separately and for such purposes no settlement shall be made outside the demarcated areas.(2)The extent of land to be settled in favour of each person having no homestead land shall be such as may be determined by

Government from time to time. Where the land is not sufficient to accommodate all such persons, settlement shall be made subject to the limit of availability.

8. Settlement of house-sites in urban areas.

(1) In respect of each plot of land reserved for house-sites which falls under the categories mentioned in Clauses (ii) and (iii) of Sub-rule (1) of Rule 3 the Collector shall, with the approval of the Revenue Divisional Commissioner, fix a minimum premium; equal or approximate to the market value of the land prevailing in the urban area for similar lands in the vicinity, for payment by persons for whom such reservation is meant. The premium so fixed shall be received every three years and revised with the approval of the Revenue Divisional Commissioner. For areas where the prices of house-sites rapidly fluctuate, the Collector may get the rate revised at shorter intervals. (2) Applications for house-sites shall be taken up for consideration once in every half year. All pending applications shall be duly considered by the Collector and leases of plots granted strictly in conformity with the division of plots approved under Sub-rule (1) of Rule 3 in consultation with the Committee consisting of two members of the concerned local bodies to be nominated by the Revenue Divisional Commissioner for the purpose : Provided that such consultation may be dispensed with during the period when Government take over the affairs of the concerned Local Body or Bodies. (3) Lands falling in the category mentioned in Clause (i) of Sub-rule (3) of Rule 3 shall be settled in the following order of priority, namely: (i) Poor persons (inhabitants) of the urban area whose presence if it is necessary in the general interest of the people but who are unable to acquire house-sites and have no adequate living accommodation of at least five per cent for each separated family. (ii) Poor persons belonging to the concerned district who do not have house in the urban area but whose presence in it is essentially necessary for the general interest of the public or for their business, trade or profession or any other legitimate reasons directly connected with their livelihood. (iii) Any poor inhabitant of the State other than one belonging to a district in which the urban areas occur who do not have a house-site or whose presence in the urban area is necessary in connection with their trade, business or other avocation and in the general interest of the public. (4) Lands falling under the category mentioned in Clause (ii) of Sub-rule (3) of Rule 3 shall be settled in the following order of priority, namely: (i) inhabitants of the urban area who do not have a house in any urban area and in the urban area in question or who do not have adequate living accommodation of at least five per cent for each separated family; (ii) inhabitants of the district in which the urban area is situated who do not have a house in any urban area and whose residence in the urban area is necessary for the purpose of business, trade or profession or any other justifiable reasons; (iii) inhabitants of other districts of the State whose continued presence in the urban area is necessary for the sake of their trade, business, avocation or any other reasons justifying allotment; (iv) others whose presence in the urban area is necessary for any justifiable reasons. Notes - Each application for house-sites for middle and poor class people shall accompany an affidavit duly sworn in before a Magistrate in the form as prescribed in Schedule I. (5) Lands falling under Clause (iv) of Sub-rule (3) of Rule 3 shall be leased out to the highest bidder by public auction in the following manner, namely : (a) before public auction is held the Collector shall cause publication of a notice, giving fifteen clear days' time from the date of such publication and before the date of auction, fixing the date, hour and place of auction in two daily newspapers of the State and in such other manner as he considers necessary for wide publicity; (b) the auction shall be held by the Collectors; (c) the highest bid for premium shall, in no

case, be less than the minimum premium fixed under Sub-rule (1) after taking into account the cost of development, if any, and other incidental expenses;(d)notwithstanding anything contained in this sub-rule if -(i)the Collector, for sufficient reasons, considers that the land may not be settled with the highest bidder he shall after recording his reasons, therefor, order settlement of the land with any other bidder who participated in the auction or put the land to fresh auction after recording the reason in that behalf in the case record;(ii)the application is for a small plot adjoining an existing holding of the applicant and the plot is very much necessary for the beneficial enjoyment of the existing holding or residence of the applicant, the Collector may dispense with the settlement by public auction or the site or part thereof and make settlement with the applicant on payment of a premium fixed under Sub-rule (1);(iii)earnest money not less than 5% of the minimum premium fixed under Sub-rule (1) shall be deposited by the persons desirous of participating in the auction before the auctions are started. The amounts deposited as such by the person winning the bid or any other bidder in whose favour the land is decided to be settled as provided in Clauses (c) and (d) are to be adjusted towards the premium payable by them. The earnest money, deposited by other bidders, in whose favour the land is not decided to be settled as provided in Clauses (c) and (d) shall be refunded to them at the end of the bid. The bidders in whose favour the land is decided to be settled as provided in Clauses (c) and (d) shall make payment of the balance amount within fifteen days from the date of auction (both days inclusive) to the Collector, failing which the bid will automatically lapse and the earnest money deposited by them shall, after deducting reasonable damages determined by Collector, be refunded.(6)Where the reservation of plots cannot be finalised within a reasonable time, the Collector may, after preparing a tentative plan with the approval of the Revenue Divisional Commissioner, lease house-sites according to the above provisions and shall incorporate the same while finalising the reservation.(7)The auction shall be held by the Collector or any officer authorised by him not below the rank of a Deputy Collector on the date fixed in the notice. The auction may be adjourned from time to time for good reasons to any subsequent date with due public notice.

9. Temporary settlement.

- Where a plot has been reserved under Section 3 of the Act for any purpose, but no immediate settlement for that purpose is contemplated the Collector, with the prior approval of the Revenue Divisional Commissioner, may give temporary lease of the whole plot or any portion thereof for any specific purpose, within the terms and conditions as may be prescribed by Government from time to time.

10. Terms and conditions of settlement.

- Terms and conditions of the settlement of lands for purposes other than agriculture, both in rural and urban areas, shall be such as may be determined by the Government from time to time.

11. Authorities competent to dispose settlement.

- Disposal of applications for settlement of lands for various purposes shall be made by the authorities specified in Schedule II up to the extent mentioned therein. All other cases for settlement

of land shall be referred to the Government for orders.

12. Fees.

- Fees payable in respect of matters referred to in Clause (d) of Sub-section (1) of Section 3 shall be in accordance with the rates specified in Schedule III :Provided that the Government may exempt the fees prescribed in the said Schedule in any case or class of cases for settlement of land.

13. Intimation slip, lease deed, etc.

- In all cases where a settlement of land is granted an intimation slip in Form IV shall be issued by the Tahasildar in the name of the lessee. Lease deed as wherever necessary, shall be executed and registered at the cost of the lessee.

14. Procedure for disposal of appeals and revisions.

- Disposal of appeals and revisions under the Act shall be regulated by the following procedures, namely : (a) with every appeal or revision a certified copy of the order appealed against or sought to be revised shall be filed; (b) every appeal or revision petition shall be drawn up in the form of a memorandum signed and drafted by the appellant or petitioner or is recognised agent or his counsel. The memorandum shall set forth concisely and under distinct head the grounds of objection to the order appealed against or sought to be revised and such grounds shall be numbered consecutively; (c) if an appeal or revision petition is admitted, the authority hearing the appeal or revision petition may call for a report from the officer against whose order the appeal or revision has been filed; (d) pending disposal of the appeal or revision petition, operation of the order appealed against or sought to be revised may, at the discretion of the authority hearing the appeal or revision petition, be stayed; (e) a notice of the appeal or revision petition and date of its hearing shall be served on the respondent, if any ; and (f) reasonable opportunity shall be given to the parties to be heard in person or through Advocate before final order in an appeal or revision is passed.

15. Repeal.

(1) The Orissa Government Land Settlement Rules, 1974 is hereby repealed. (2) Notwithstanding such repeal, anything done or any action taken under the rules so repealed shall be deemed to have been done or taken under these rules. Form I [See Rule 5 (2)] Application for settlement of land To The Tahasildar,

1. (a) Name of the applicant.....

(b) Age.....

2. Father's name.....

3. (a) Present residential address (in full).....

(b)Permanent home address (in full).....

4. Caste, whether S.C./S.T./others.....

5. Number of family members

6. Whether belongs to joint family or a member of single family.....

7. Annual income-

(a)From agriculture.....(b)From other sources

8. Extent of land owned by him in his name or in the name of other member of his family in Urban Area/Rural Area

9. (a) Occupation of the applicant

(b)Occupation of the family members

10. Detailed particulars of land applied for-

(a)Name of village/name of urban area(b)Holding number, if any(c)Plot number, if any(d)Area applied for(e)Boundary

11. Purpose for which the land is required

Signature of the ApplicantDated.....Form II[See Rule 5 (3)]Form of Register

1. Serial number

2. Date of application

3. Whether for agriculture, homestead or any other purpose

- 4. Name and residence of applicant**
- 5. Name of village/urban area, Khata No. Plot No. of the land applied for.....**
- 6. Area of the plot with its boundaries as given in the application.....**
- 7. Area of the plot as ascertained by actual enquiry.....**
- 8. Amount of survey fees paid.....**
- 9. Date of payment.....**
- 10. Value of forest growth paid..-.....**
- 11. Date of payment.....**
- 12. Date of completion of survey.....**
- 13. Abstract of final order with date/ amount of premium fixed.....**
- 14. Amount of premium paid, if any.....**
- 15. Date of payment.....**
- 16. Date of settlement/area settled.....**
- 17. Date of issue of Patta/execution of agreement, as the case may be.....**
- 18. Remarks-**

[here mention the category under which the applicant falls with reference to Subsection (3) of Section 3 and Sub-rule (3) of Rule 3 of the Rules.]Form III[See Rule 5 (4)]ProclamationOFFICE OF TAHASILDAR.....It is hereby informed to the General Public that Shrison of.....Village.....P.O.....District.....has applied for lease of Government land mentioned in the Schedule below. Anybody having any objection to such settlement may file objection petition within a period of thirty days from the date of publication of this proclamation affixing Court-fee of Rs. 1.30 (Rupee one and thirty paise) only to the undersigned. No objection petition will be entertained after expiry of the scheduled period.

Schedule

Village Khata No. Plot No. Area

Tahasildar Form IV [See Rule 13] Intimation slip for settlement of lands Office of the
Tahasildar.....District.....Case No.....Name of village... ..Name of
Thana.....Thana No. of the village.....Name of the person in whose favour land is ordered
for settlement.....Holding No.....Plot No, and area in acres.....Annual rent and
cess.....Purposes of settlement.....Remark Certified that the above particulars have been
incorporated in the relevant register. Tahasildar

I

[See Note below Rule 8 (4)] Affidavit In the Court of ShriMagistrate
.....I, Shri aged.....son
of.....village.,.....P.O.....P. S in the district of.....at
present.....by.....profession.....do hereby solemnly affirm as follows :

- 1. That my income from all sources is Rs.....(Rupee.....).**
- 2. That I or any of my family members do not own or possess any residential house/building or homestead land in the jurisdiction oftown.....**
- 3. That I own or possess a residential house/building or homestead in the jurisdiction of town but this has inadequate accommodation the extent of the homestead land being cents.**
- 4. That my family consists of besides myself -**

(i) Husband (ii) Wife (iii) Sons (iv) Unmarried daughters (v) Widowed and dependent daughters (vi) Brothers below years and unmarried sisters (vii) Father (viii) Mother (ix) Step Children (x).....(xi).....
- 5. That my continued stay in this town is necessary in the interest of my employment, business/trade, profession and avocation.**
- 6. That I have not been considered for any homestead plot in the town earlier and that my application has been rejected.**
- 7. That I solemnly swear and affirm that the above statements are true to my knowledge, and i swear that I have not concealed anything regarding existing property, owned either by me or by any of my family members mentioned**

above.

Identified by meSignature of the DeponentAdvocateShri.....aged.....years, son of.....resident of village.....P.O..... P. S.....in the district of.....at present by profession who is identified by Shri.....Advocate appears before me and states on oath that the contents of this affidavit are true for the best of his knowledge.MagistrateDeponent(Strike out whatever is unnecessary)

II

[See Rule 11]Power to sanction settlement of Government land

| Sl. No. | In whose favour | Officer exercising powers | In rural area | In urban area excluding Bhubaneswar, Rourkela, Sunab |
|---|---|---------------------------------|---|--|
| (1) | (2) | (3) | (4) | (5) |
| 1. | In favour of Educational, Charitable, Religious, Cultural, Philanthropic, Literary, Social and Financial Institutions | Collector | Not exceeding one acre | Nil |
| | | R.D.C. | Exceeding one acre but not exceeding five acres | Not exceeding one acre |
| | | Member, Board of Revenue | Exceeding five acres but not exceeding ten acres | Exceeding one acre but not exceeding five acres |
| [1-A. [Inserted vide Orissa Gazette Extraordinary No. 1578/18.11.1987-SRO No. 786/87/20.10.1987.] | | | | |
| | In favour of Department of Government | Collector | Not exceeding five acres | Not exceeding one acre |
| | | Revenue Divisional Commissioner | Exceeding five acres but not exceeding ten acres | Exceeding one acre but not exceeding five acres |
| | | Member, Board of Revenue | Exceeding ten acres but not exceeding fifty acres | Exceeding five acres but not exceeding ten acres] |
| 2. | In favour of Local Authorities, | Collector | Not exceeding one acre | Not exceeding one acre |

| | | | | |
|-----------------------------|--|---|--|---|
| | Statutory Bodies, and Corporations established under any law for the time being in force | | | |
| R.D.C. | Exceeding one acre but not exceeding five acres | Exceeding one acre but not exceeding five acres | | |
| Member, Board of Revenue | Exceeding five acres, but not exceeding ten acres | Exceeding five acres, but not exceeding ten acres | | |
| 3. | In favour of small and medium Industries | Collector | Not exceeding five acres on the recommendation of the Dist. Industries Centre | Not exceeding one acre on the recommendation of the Dist. Industries Centre |
| | | R.D.C. | Exceeding five acres but not exceeding ten acres on the recommendation of the Dist. Industries Centre | Exceeding one acre but not exceeding five acres on the recommendation of the Dist. Industries Centre |
| 4. | In favour of Live Stock, Farms in private sector | Collector | Not exceeding two acres, five acres with recommendation of Director of Animal Husbandry and Veterinary Services | Not exceeding one acre |
| | | R.D.C. | Nil | Exceeding one acre but not exceeding five acres |
| 5. | In favour of Orissa Cashew Development Corporation and Orissa Forest Corpn. for Cashew plantation | Collector | Any event subject to availability and suitability | Nil |
| 6. | In favour of Orissa Industrial Infrastructure Development Corporation for Industrial purposes | Collector | Ditto | Any extent subject to availability and suitability |

| | | | | |
|---|--|--|--|---|
| 7. | In favour of individuals for homestead purposes | Collector | Nil | As per plotings made in the plan approved under Rule 3(1) |
| 8. | In favour of landless agricultural labourers for agricultural purposes | Tahsildar subject to confirmation by Sub-Divisional Officer | Up to one standard acre or to the extent to which the land already owned falls short of one standard acre (as defined in the O.L.R. Act, 1960) Not exceeding [ten] [Substituted vide Orissa Gazette Extraordinary No. 1578/18.11.1987-SRO No. 786/87/20.10.1987.] decimals | Nil |
| 9. | In favour of homesteadless persons | Tahsildar, Subject to confirmation by Sub-Divisional Officer | Not exceeding one standard acre per each member of the society | Nil |
| 10. | In favour of Co-operative Societies | Tahsildar, Subject to confirmation by Sub-Divisional Officer | Up to one standard acre | Nil |
| 11. | In favour of ex-Servicemen | Ditto | | |
| 12. | Another person not included in the above category | | | |
| (i) | Displaced persons of irrigation project | Tahsildar, subject to confirmation of the Sub-Divisional Officer | As per scheme formulated by Government from time to time. Up to one standard acre | |
| (ii) | Displaced persons of other project or categories | Nil | | |
| (iii) | Any other person | | | |
| 13. | For salt manufacture | Government | Full powers | |
| 14. [[Substituted vide Orissa Gazette Extraordinary No. 1531/1.11.1989-SRO | For Brackish water Pisciculture/ Prawn culture | (i) Sub-Collector | Not exceeding 1/2 hectare | Nil |

No.

760/89/1.11.1989.]

| | | | | |
|--|-------------------------------------|-----------------|------------|-------------|
| (ii) Collector | Not exceeding one hectare | Nil | | |
| (iii) Revenue Divisional Commissioner | Not exceeding two and half hectares | Nil | | |
| | | (iv) Government | Full power | Full power |
| <p>Note- The powers of Sub-Collector shall be exercised in respect of beneficiaries under anti-poverty programmes, professional fishermen and landless persons, whose annual income together with the income of other members of their families does not exceed four thousand and eight hundred rupees. In case of educated unemployed, the income criterion will not apply.</p> | | | | |
| 15. | For coffee plantation | Government | Full power | Full power] |
| 16. | Any other purposes | Do | Ditto | |

[Schedule III] [Substituted vide Notification No. 57865 Dated, 16.11.2002 Orissa Gazette Extraordinary No. 2181/ 26.11.2002.][See Rule 12] Fees payable in course of proceedings under the Act

| Sl. No. | Nature of documents, etc. | Fees and premium to be charged |
|---------|------------------------------|---|
| (1) | (2) | (3) |
| 1. | Application for settlement : | |
| (i) | Application fees | Rs. 10.00 |
| (ii) | Proclamation fees | Rs. 10.00 |
| | | (Up to three persons and Rs. 3 for each |

| | | |
|---|--|-----------|
| | person exceeding three). | |
| (iii) Measurement fee per plot | | Rs. 20.00 |
| 2. Petition of objection to the sanction of any settlement | | Rs. 10.00 |
| 3. Fee for service of notice on appropriate parties, respondents or dependants on summoning witness : | | |
| (i) In every case where personal or substituted service of any notice is required for service of the same documents. | | Rs. 10.00 |
| | (On not more than three persons and additional fee of Rs. 3.00 for every person in excess of three persons). | |
| (ii) Fee for issue of a general notice | | Rs. 10.00 |
| Fee for incidental charges like ... establishment cost, contingencies, etc. | | |
| In case of lease/alienation of Government land covering 500 acres and above in favour of any Department of Government for commercial purposes, in favour of any company, corporation or other organisation for industrial, mining or commercial purpose and in favour of any individual for the purpose of industry, mining or purposes other than agriculture and homestead. | At the rate of 10 per cent of the market value of the land. | |

[Schedule - IV] [Inserted vide Orissa Gazette Extraordinary No. 1578/18.11.1987-SRO No. 786/87/20.10.1987.][See Rule 5-A] Rules for allotment of Government lands in the civil township of Rourkela Notified Area Definitions-In this schedule, unless there is anything repugnant to the subject or context : (a) "Additional District Magistrate" means the Revenue Officer who is appointed by State Government as such with headquarters at Rourkela; (b) "Authorised Local Representative" means the officer who is duly authorised by a Head of Department of the State Government or concerned Ministry of the Union Government to file requisition for land within the township and receive land in its behalf; (c) "Commissioner" means the Revenue Divisional Commissioner, Northern Division, Sambalpur; (d) [***] [Omitted vide Orissa Gazette Extraordinary No. 1761/25.8.1993-Notification No. 36336/93-R./ 12.8.1993.]; (e) "Director of Industries" means the officer appointed as such by the State Government; (f) "Form" means a form appended to this Schedule; (g) "Middle class" means families having an income exceeding Rs. 8,400 but not exceeding Rs. 30,000/- per annum; (h) "Poor class" means families having an income not exceeding Rs. 8,400 per annum; (i) "Registered Societies, etc." means Societies, Associations, etc. registered under the Societies Registration Act, 1860 or under any other Act for the time being in force; (j) "Rourkela Civil Township" means the area within the limits of the Rourkela Civil Notified Area; (k) ["Director, Town Planning, Orissa" means the officer appointed as such by State Government ;] [Substituted vide Orissa Gazette Extraordinary No. 1161/25.8.1993.]; (l) "Special Planning Authority" means the Special Planning Authority appointed by State Government under the Orissa Town Planning and Improvement Trusts Act, 1956; (m) "Year" means the financial year.

2. Ear-marking of plots to be settled on application and through public auction - The Regional Improvement Trust, Rourkela shall, in consultation with the ["Director" Town Planner, Orissa] [Substituted vide Orissa Gazette Extraordinary No.1161/25.8.1993.]

(a)divide in accordance with the Master Plan approved by Government in the Urban Development Department different areas reserved for different purposes in the said plan into plots of suitable size, and(b)ear-mark the plots, except those reserved for use by Government Departments for allotment on application from private individuals, institutions, societies of local bodies and for settlement in public auction :Provided that the plots to be settled on application shall not be more than two-thirds of the total number of plots ear-marked for settlement on application and public auction :Provided further that the area of the plots to be settled on application shall be one-third of the area of the plots ear-marked for settlement in public auction :Provided further that no family should be allotted more than one plot either on application or through public auction.

3. Principles to be followed - In the matter of allotment of land on application the following principles shall be observed, namely :

(a)There shall be a Land Allotment Committee to consider and dispose of all applications or allotment of land received from private individuals, companies, institutions, societies and local bodies.(b)The Committee shall have five members, namely :(i)Commissioner(ii)Collector, Sundergarh(iii)[Director, Town Planning Orissa] [Substituted vide Orissa Gazette Extraordinary No.1161/25.8.1993.](iv)Director of Industries(v)Additional District Magistrate.(c)The Commissioner shall act as the Chairman and Additional District Magistrate shall act as the Secretary and Convenor of the Committee.(d)Decision of the Committee shall, subject to the order of Government in appeal, be final.(e)Applications for allotment of land shall be taken up by the Committee which shall meet at least once in every quarter of a year.(f)All applications duly received in response to the notice issued under Sub-clause (1) of Clause 4 shall be considered in one batch at a time and application received after the date fixed in the said notice shall be considered in the next quarter along with other applications duly received during that quarter.(g)In the matter of allotment the applicants shall receive priorities in the following order :(i)Applicants who are displaced due to acquisition of land in connection with the establishment of the Steel Plant and Township at Rourkela and have no lands in [Rourkela Civil Township or Rourkela Steel Township] [Substituted vide Orissa Gazette Extraordinary No.1161/25.8.1993.] for the purpose applied for;(ii)Industrialists who have set up small or medium industries in the [Rourkela Civil Township or Rourkela Steel Township] [Substituted vide Orissa Gazette Extraordinary No.1161/25.8.1993.] and do not possess any land or building in the said township for the purpose applied to;(iii)Persons belonging to the poor class or middle class of Sundergarh District who have no lands in [Rourkela Civil Township or Rourkela Steel Township] [Substituted vide Orissa Gazette Extraordinary No.1161/25.8.1993.] for the purpose applied for;(iv)Registered societies etc. and permanent residents of the State who belong to the poor class or middle class and have no lands in [Rourkela Civil Township or Rourkela Steel Township] [Substituted vide Orissa Gazette Extraordinary No.1161/25.8.1993.] for the purpose applied for;(v)Other applicants who belong to the poor class or middle class who have no lands in [Rourkela

Civil Township or Rourkela Steel Township] [Substituted vide Orissa Gazette Extraordinary No.1161/25.8.1993.] for the purpose applied for.(h)Allotment for residential purpose shall not exceed one-tenth of an acre in extent in any individual case. For other purposes not more than one plot as delimited in the approved Master Plan shall be ordinarily allotted.(i)Any one allotted land on application shall be required to pay a premium as fixed from time to time by the Collector, with the approval of the Commissioner. In addition, he shall be required to pay annual rent at the rate of one per cent of the premium.(ii)All allotments of land to be made on application shall be by way of lease and the lessee shall be required to execute lease deeds in Form No. I and get them registered at his own cost : "Provided that the Government may exempt or reduce the premium payable in any case or class of cases for settlement of land"

4. Filing of applications - (1) In each quarter of the year the Additional District Magistrate, shall invite applications for allotment of lands by publishing a notice in the Official Gazette, in the newspapers having wide circulation in the locality and in the Notice Boards of his office, office of the Collector, Sundargarh and other Revenue Offices in the district.

(2)Applications shall be made in the form obtainable from the Regional Improvement Trust or the Additional District Magistrate on payment of a sum of rupees ten or any other sum as may be notified by Government from time to time.(3)The notice inviting applications shall specify clearly the details required to be furnished by the applicant, the amount of Court-fee to be affixed, the authority before which and the date on or before which the application to be filed, that date shall not be less than thirty days from the date of issue of the notice.(4)On expiry of the last date fixed for filing of applications, all applications so received shall be scrutinised and entered in a register arranged according to the purpose for which the land is required, and numbered serially for each purpose.

5. Enquiry into the applications - The Additional District Magistrate shall enquire either himself or through any of his subordinate Revenue Officers into the contents of the applications and about such other matters as are relevant to the question of allotment of land and draw up lists of allottees for different purposes whom he considers most deserving and put up before the Committee constituted for the purpose within a period of thirty days from the last date of receipt of applications.

6. Consideration by the committee - (1) The committee shall consider the application of persons recommended by the Additional District Magistrate along with those not recommended and after such enquiries as they may-consider necessary, draw up final lists of allottees for land for different purposes within a period of fifteen days from the date of consideration.

(2) While considering the lists under Sub-clause (1) the committee shall abide by the principles enumerated in Clause 3.

7. Publication of the final lists of allottees - The final list of allottees drawn up by the committee shall as soon as possible, be published by the Additional District Magistrate in the notice board of his office of the offices of the Commissioner, Collector, Sundergarh, Sub-Divisional Officer, Panposh and Tahasildar, Panposh.

8. Sanction of lease - (1) After expiry of the appeal period the Additional District Magistrate, Rourkela shall issue orders sanctioning the lease and calling upon the applicants in whose favour allotments have been finally made to deposit the amount of premium payable, execute the lease deed in the prescribed form by a specified date :

Provided that no sanction order shall be issued in cases regarding which appeals have been filed till the appeals are disposed of. (2) Validity of the sanction order-Allotments unless altered in appeal or where appeals are pending shall remain valid for a period of ninety days from the date of issue of the sanction order. The Additional District Magistrate, may, however, extend the period of validity after duly recording reasons therefor by not more than thirty days. (3) Failure, of the allottee to deposit the premium due and register the lease-deed after due execution, within a period of ninety days from the date of sanction of lease or in case of extension, within the period so extended under Sub-clause (2), shall entail forfeiture of the claim of the allottees to the land allotted.

9. Appeal - (1) An appeal against the order of the Committee, if presented within thirty days from the date of publication of the list of allottees under Clause (7), shall lie to Government in the Revenue Department.

(2) The petition of appeal shall bear Court-fee stamps worth rupees two and paise sixty only or as may be notified by Government from time to time and state the grounds of appeal clearly and shall be filled before the Additional District Magistrate. (3) On receipt of the petition of appeal, the Additional District Magistrate shall acknowledge it and within a week of the expiry of the appeal period, forward it along with all relevant papers to the Secretary to Government in the Revenue Department giving his comments, if any. (4) Orders of Government on the petition of appeal shall be final and ordinarily be communicated to the Additional District Magistrate within four months from the date of receipt of the appeal petitions. (5) On receipt of orders from Government, the Additional District Magistrate shall intimate the decisions of Government to the applicant and where necessary, issue orders sanctioning lease which shall be deemed to have been passed under Sub-clause (1) of Clause 8 for all purposes.

10. Principles to be observed for allotment of land through public auction - Plots earmarked for allotment through public auction shall not be disposed of otherwise without specific orders of Government in the Revenue Department.

11. Eligibility for participating in the auction sale - Any person who is a citizen of India will be eligible for participation in the auction sale.

12. Entitlement to Plots - Successful bidders in whose favour the sale is confirmed, shall, subject to the decision in appeal, if any, be entitled to the grant of the lease of the plots auctioned.

13. Annual rent payable in addition to the bid amount - Bidders in whose favour the leases are sanctioned shall be required to pay, in addition to the bid amount an annual rent equivalent to one per cent of the premium realised for the plot.

14. Notice for auction sale - (1) In each quarter of the year, the Additional District Magistrate shall issue a notice setting among other things the date on which and the time and place at which plots available for allotment for different purposes will be put to public auction.

(2)The date of auction to be fixed shall not be less than thirty days from the date of issue of the notice.(3)The notice shall be published in the notice boards of all Revenue Offices in the district of Sundargarh, in the Official Gazette and in news papers having wide circulation in the locality.

15. Presiding Officer for the auction sale - (1) The Collector, Sundargarh, shall preside over the auction sale.

(2)Earnest money - Every eligible person intending to participate in the auction sale shall be required to deposit an earnest money with the Additional District Magistrate, on the appointed day of auction sale and before the auctions are started a sum calculated at the rate of five hundred rupees per acre of the plot for which auction is to be held.(3)Decisions of the Presiding Officer regarding the priority of plot, the number of plots whether single or otherwise, etc. to be put to auction shall be final.

16. Successful bidder to furnish an undertaking - The successful bidder on completion of the bid shall forthwith deposit with Addl. District Magistrate twenty-five per cent of the bid knocked down in his favour and furnish an undertaking on plain paper to the effect that he shall deposit the balance

amount within thirty days from the date of issue of orders sanctioning lease and calling upon him to pay the amount unless allowed extension of the period on application by the Additional District Magistrate and immediately thereafter execute a lease deed in Form No. 2, get it registered at his own cost or in default, to forfeit his claim to the plot the earnest money, deposited by him and, in case the plot when put to fresh auction because of default in payment of the balance amount, execution of lease deed etc. fetches an amount lower than the amount earlier fixed in bid for, to pay the difference within such period as will be allowed by Additional District Magistrate failing which to agree to the recovery of the dues as a public demand.

17. Confirmation of the sale by the Commissioner - (1) As soon as the auction is over, the Additional District Magistrate shall, with the approval of the Collector, Sundargarh, forward the names of the successful bidders along with the bid lists and other relevant records to the Commissioner for confirmation.

(2) The Commissioner shall examine the bid lists, make such enquiries as he considers necessary and confirm the lists either partly or wholly and intimate the Additional District Magistrate within one month from the date of the receipt of the bid lists by him.

18. Publication of lists of allottees - On receipt of lists so confirmed by the Commissioner, the Additional District Magistrate shall publish the lists in his notice board and in the notice boards of the Collector, Sundargarh and of the Commissioner.

19. Sanction of lease - After the expiry of the appeal period, the Additional District Magistrate shall issue orders sanctioning the lease in all cases in respect of which the bids are confirmed by the Commissioner and calling upon the successful bidders in whose favour the bids have been confirmed to deposit the balance amount payable, execute the lease deed in the prescribed form and get it registered at their own cost :

Provided that no such order shall be issued in respect of plot, regarding which appeals have been filed in his office.

20. Appeal - (1) An appeal by a bidder against the order of the Commissioner confirming or rejecting the highest bid in any case, if presented within thirty days of the date of publication, of the lists of successful bidders, shall lie to Government in the Revenue Department.

(2) The petition of appeal shall bear Court-fee stamps worth rupees two and paise sixty only or as may be notified by Government from time to time, stating clearly the grounds of appeal and shall be filed before the Additional District Magistrate. (3) On receipt of the petitions of appeal the Additional District Magistrate shall acknowledge it and shall within a week of the expiry of appeal period, forward them along with the bid lists, order of the Commissioner, etc., in original giving his comments if any, to the Secretary to Government in the Revenue Department. (4) Orders of Government on the petition of appeal shall ordinarily be communicated to the Additional District Magistrate within four months from the date of receipt of the appeal petition. (5) On receipt of orders of Government the Additional District Magistrate shall intimate the applicant and where necessary, issue orders sanctioning lease in the manner indicated in Sub-clause (1) of Clause 8. (6) Orders passed on appeal shall be final.

21. Refund of earnest money - Earnest money received from the bidders unless forfeited under Clause 16 shall be refunded within fifteen days from the date of expiry of the appeal period or within fifteen days from the date of disposal of the case in appeal, if any.

22. Government to allot lands to department of Government Departmental Committee - Allotment of lands to offices of State or Union Government shall be made by the Collector to the extent, not exceeding one acre, by the Commissioner where the area exceeds one acre but does not exceed five acres, by the Member, Board of Revenue where the area exceeds five acres and does not exceed ten acres and by the Government in respect of the area exceeding ten acres.

23. Addl. District Magistrate to administer these rules - The Addl. District Magistrate will be responsible for administration of the provisions made in this Schedule and in all matters connected with allotment of land for different purposes subject to the administrative control of the Collector, Sundargarh and the Commissioner.

24. Clarification of doubts - (1) Doubts arising or clarifications needed about provisions made in the Schedule shall be referred to Government in the Revenue Department for decision.

(2) In case of any point of reference relating to the approved master plan, the clarifications shall be issued after consultation with the Urban Development Department.

25. Issue of executive instructions - All matters relating to maintenance of accounts, payment of dues to the Regional Improvement Trust, Rourkela or any other Organisation shall be regulated by such instructions as would be issued from time to time by the Government in the Revenue Department.

[Schedule-V] [Added vide Orissa Gazette Extraordinary No. 1636/17.12.1993.][See Rule 5-B] Rules for lease and settlement of Khasmahal and Nazul land and Gramakantha Perambok and Abadi lands which were leased out prior to the 9th January, 1991

1. Manner of recording of leases/sub-leases, etc. in respect of Nazul/ Khasmahal lands, payment of compensation - (a) Tahasildar shall record the holder of Khasmahal/Nazul lease-hold land of a lessee if such land was leased out prior to the 9th day of January, 1991. The holder of such land includes a lessee, sub-lessee and a subsequent sub-lessee. This provision shall not apply to cases of Khasmahal/Nazul lease hold lands utilised for homestead purposes in any urban area,

(b) Before recording as a lessee/sub-lessee and subsequent sub-lessee as provided under Sub-clause (a) above, the Tahasildar shall satisfy himself that the lease for the land was granted prior to the 9th day of January, 1991 and that sub-lessee and subsequent sub-lessee held the land as such before the said date with reference to record-of-rights and other relevant records. In each such case, the Tahasildar should make field enquiry and obtain the approval of the Collector. (c) In the event of sub-lessees and subsequent sub-lessees being recorded as lessees the person immediately under whom they were holding the land as such shall be entitled to a compensation equal to an amount ten times the annual rent stipulated in the lease agreement. (d) The sub-lessee or the subsequent sub-lessee shall produce a stamp receipt in Form I before the Tahasildar within a period of six months from the date he is recorded as lessee in support of payment of such compensation to the person immediately under whom he held the land. (e) On failure of production of the stamped receipt in the manner indicated in Sub-clause (d), the Tahasildar shall proceed to recover the compensation as an arrear land revenue and shall pay the same to the persons entitled to it. (f) All the lessees so recorded in the manner indicated in the preceding sub-clauses shall execute a lease-deed in Form III.

2. Settlement of Gramakantha Parambok/Abadi land - (a) The Tahasildar shall settle Gramakantha Parambok/Abadi land with the person in occupation of such land for a period of not less than five years as on the appointed day on the following manner, namely :

(i) In urban areas such land used only for the non-homestead purposes shall be settled on lease-hold basis subject to execution of a lease-deed in Form III. (ii) In rural areas such land shall be settled on raiyati basis irrespective of the use of land and the rent thereof shall be assessed in accordance with that of similar lands in the vicinity. (b) The procedure for the settlement of the land under Sub-clause (a) shall be as follows : (i) The Tahasildar shall initiate a case record suo motu or an application from the occupants of such land and make a detailed enquiry into the possession of such land and ascertain the actual extent of land under possession of any person. (ii) On the basis of the enquiry, plotting of the land under possession shall be made and after preparing the necessary map, the Tahasildar shall issue proclamation inviting objections for settlement of the land with that individual. (iii) The proclamation shall be published in the manner provided in Sub-rule (5) of Rule 5 by giving thirty days' time to file objections, if any. (iv) Where objections have been received within the period so specified, the Tahasildar shall dispose of the same after notice to the concerned parties and by giving an opportunity of being heard to all such parties. (v) The Tahasildar after disposing the objections, if any, and where no objections has been received, may settle the land with the person found to be in actual possession of the land after obtaining prior approval of the Collector.

3. Nazul/Khasmahal lands used as homestead in urban area - (a) Tahasildar on being satisfied after enquiry that any Nazul/Khasmahal land is used and in occupation by any person as homestead for a period of not less than five years as on the appointed day shall settle the said land in favour of the person holding such land, on execution of lease-deed in Form IV. In case of a sub-lessee and subsequent sub-lessee such settlement shall take effect on production of the stamped receipt in Form I from the date of payment of such compensation to the person(s) immediately under whom they held the land :

Provided that on each such settlement, approval of the Collector shall be obtained. (b) The amount of compensation shall be equal to ten times of the annual rent as provided in the lease-deed.

4. Settlement of Gramakantha Parambok/Abadi land, used as homestead in urban area - (a) In case of Gramakantha Parambok/Abadi land utilised as homestead in the urban areas, the Tahasildar shall initiate a case record suo motu or on application in Form II from the occupants of such land and after making a spot enquiry, shall find out individual occupation of the land, determine area of such occupation and prepare a map of the area assigning separate plot/plots for each such occupation.

(b) After such field inspection and preparation of map, the Tahasildar shall record a finding as to the period of actual occupation by such person if exceeded five years as on the appointed date. If the Tahasildar is satisfied with regard to eligibility of such person, he shall issue a proclamation inviting objections for settlement of the land. (c) The procedure laid down in Sub-clause (b) of Clause 2 shall be followed in the matter of publication of proclamation and disposal of the

objections.(d)Settlement of land shall be made after obtaining prior approval of the Collector and on execution of a lease deed in Form IV. The rent of such land shall be fixed with reference to that of similar lands in the vicinity.[Schedule VI] [Added vide Orissa Gazette Extraordinary No. 1111, Dated, 31.8.1998.][See Rule 5-C]Rules for Conversion of lease-hold into free-hold of Government land leased out for homestead/house site purpose in the urban areas of the State excepting Bhubaneswar and Sunabeda.

1. Manner of applying for conversion of lease hold into freehold - (a) A leaseholder who is desirous for conversion of his leasehold lands to free hold with permanent, hereditary and transferable rights and is willing to pay conversion fee, may apply in Form No. 1 to the Tahasildar for such conversion in any Urban area other than that of Rourkela.

(b)In respect of lands in urban area of Rourkela such application may be made to the Additional District Magistrate, Rourkela in the aforesaid Form No.1.(c)The conversion shall be applicable only in respect of land for which the land use specified in the lease-deed/allotment letter is for homestead/ residential.(d)The facility of conversion shall apply to those leasehold lands which have been taken on lease from the Government or from the competent authority under the Orissa Government Land Settlement Act, 1962 and the Rule framed thereunder or under the provisions of the Orissa State Urban Land Settlement Rules, 1959 or under the authority of executive instructions issued by the Government of Orissa in Revenue Department prior to the commencement of the Orissa Government Land Settlement Act, 1962, but shall not apply to the lands leased out to the agencies like Development Authorities, Improvement Trusts or the Housing Board for execution of various housing schemes.(e)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.(f)In cases where application for mutation of the land or substitution of legal heir or heirs to the lease holder is pending with the lessor or the competent authority, conversion would be considered only after necessary mutation/substitution has been carried out.(g)In case of lands 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.(h)Application form can be obtained from the office of the Tahsildar or the Additional District Magistrate, Rourkela, as the case may be, on payment of a sum of Rs. 10 or any other sum as may be notified by Government from time to time.(i)The application form duly filled in shall be submitted before the Tahsildar or, as the case may be, the Additional District Magistrate, Rourkela alongwith the following documents :(i)Undertaking in Form No.2 duly attested by Notary or an Executive Magistrate;(ii)Affidavit in Form No.3 sworn before the Notary or an Executive Magistrate;(iii)Indemnity Bond in Form No. 4 duly executed and attested by witnesses.(j)For the purpose of the schedule :(i)"Additional District Magistrate, Rourkela" means the officer as defined in Clause 1(a) of Schedule IV; and(ii)"House site" or "Homestead" shall mean a site for construction of a house for residential purpose.

2. Enquiry into applications - (a) Upon receipt of applications for conversion, the Tahasildar or the Additional District Magistrate, Rourkela, as the case may be, shall register the same assigning an individual number to each application. Thereafter he shall enquire either himself or through any of his subordinate officer into the contents of each application, about the genuineness of informations given in such application and such other matters as are relevant to the question of conversion of leasehold lands to free hold and draw up the list of converttees whom he finds bona fide and eligible for such conversion and shall accordingly make recommendation by the appropriate authority.

(b)The Collector of the District in case of urban areas other than Rourkela and the Land Allotment Committee as prescribed in Schedule IV in case of urban area of the Rourkela shall be the appropriate authority for allowing conversion.(c)On receipt of recommendations, the appropriate authority shall publish the list of eligible converttees with particulars of land against each such converttees in a widely circulated Oriya daily newspaper inviting objections, if any, from the public within a period of 15 days from the date of such publication.

3. Fees - The fees payable in course of proceedings for conversion of leasehold to freehold shall be as follows :

- (i) Application fee Rs. 10.00
- (ii) Publication fee Rs. 10.00
- (iii) Measurement fee Rs. 5.00

4. Consideration of the application - (a) The concerned appropriate authority shall consider the applications of persons recommended by the Tahsildar, Additional District Magistrate, Rourkela, as the case may be, the recommendations and the objections, if any, filed in response to the "publication under Clause 2(c) and after such consideration as it deems necessary, draw up the final list of converttees.

(b)The appropriate authority may also call for applications not recommended by the Tahasildar or the A.D.M., Rourkela, as the case may be, and cause such enquiry as it consider necessary and take a decision in such case.

5. Publication of the list of converttees, deposit of conversion fees by the applicant and execution of the conversion deed - (a) On finalisation of the list of converttees the appropriate authority shall intimate the same to the Tahasildar or the A.D.M., Rourkela, as the case may be, who shall publish the

said list in the Notice Board of his office and intimate about allowing the conversion to each of the converttees asking him/her to deposit the conversion fees within 15 days from the date of receipt of the intimation and for execution of the conversion deed within a period of one month in Form No.5.

(b)The conversion fee shall be at the rate of 10% (ten per cent) of the prevailing market rate/price of the land approved by the competent authority of the for the area where the leasehold plot situates :Provided that the rate of conversion fee shall be 15% (fifteen per cent) of the prevailing market rate/price of the land approved by the competent authority area in respect of the leasehold plots lying vacant.

6. Intimation in respect of conversion - On deposit of the conversion fees and upon execution of the conversion deed, the Tahasildar or Additional District Magistrate, Rourkela, as the case may be, shall send to the applicant an intimation regarding conversion of his/her leasehold to freehold in Form. No.6.

7. Correction of records - (a) The Tahasildar, in case of urban areas other than Rourkela, while sending the aforesaid intimation regarding conversion, shall also 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 situates.

(b)In case of Rourkela the Additional District Magistrate, Rourkela shall send a copy of the intimation issued by him to the Tahsildar concerned for necessary correction of records-of-right at the Tahsildar and Revenue Inspector level.

8. Appeal - (a) An appeal-against the orders of the appropriate authority and under Clause 4, shall lie -

(i)to the Revenue Divisional Commissioner in respect of urban areas other than Rourkela; and(ii)to the Government in Revenue Department in respect of lands in Rourkela; within 30 days from the date of publication of the list of converttees under Clause 5 (a).(b)The petition of appeal which shall bear court fee stamps of Rs. 2.60 (Rupees two and paise sixty) or as may be notified by Government from time to time and state the grounds of appeal clearly and shall be filed before the appropriate authority referred to in Sub-clause (a) of Clause - 4.(c)On receipt of the petition of appeal, the appropriate authority shall acknowledge it and within a week of the expiry of the appeal period, forward it alongwith all relevant papers to the Revenue Divisional Commissioner in respect of orders of Collector concerning conversions in urban areas other than Rourkela and to the Secretary to Government in Revenue and Excise Department in case of matters concerning conversions of

land in Rourkela, giving his comments, if any.(d)Orders of the appellate authority on the petition of appeal shall be final and ordinarily be communicated to the appropriate authority within the months from the date of receipt of the appeal petitions.(e)On receipt of the orders from the appellate authority the appropriate authority shall intimate the decision of the appellate authority to the applicant as well as the Tahsildar or the Additional District Magistrate, Rourkela, as the case may be, who shall accordingly where necessary, realise conversion fees, execute conversion deeds and issue revised intimation which shall be deemed to have been issued under Clause 6 for all purpose.

9. Annual rent payable on conversion to freehold - The existing annual rent payable for the leasehold land used for homestead/housesite shall be refixed as per provisions contained in Section 19 of the Orissa Survey and Settlement Act, 1958. Wherever necessary, cess will be revised accordingly :

Provided that the rent and cess so revised should, in no case exceed the amount of existing rent and cess of similar homestead lands with permanent, heritable and transferable rights in the vicinity.

10. Administration of the provisions in these rules - The Collector of the district in case of matters relating to conversions in urban areas other than Rourkela and Collector, Sundargarh in case of matter of conversion in Rourkela will be responsible for administration of the provisions made in this Schedule and in all matters connected with conversion of leasehold homestead lands to freehold subject to the administrative control of the Revenue Divisional Commissioner of the Division concerned.

11. Clarification of doubts - Doubts arising or clarifications needed about provisions made in this Schedule shall be referred to Government in Revenue Department for decision.

12. Issue of executive instructions - Government in Revenue Department may issue instruction concerning matters coming within this Schedule from time to time, as may be necessary.

Form No. 1[See Sub-clause (a) of Clause 1]Application for conversion of lease hold lands to freehold in respect of homestead/house sites in urban areas.ToThe TahsildarThe A.D.M. Rourkela

1. (a) Name of the Applicant

(b)Age

2. Father's name

3. (a) Present Residential Address (in full)

(b) Permanent Home Address (in full)

4. Detail Particulars/Land Schedule of the leasehold homestead/house site applied for conversion

| Name of the Tahsil | Name of the town/ urban area | Khata No. | Plot No. | Area | Classification | Name of the person in whose favour the land is recorded | Boundary |
|--------------------|------------------------------|-----------|----------|------|----------------|---|----------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |

5. Date and order of sanction of lease by or on behalf of the Government/by the Competent Authority.

6. Whether the lease deed/conveyance deed is executed and registered. If "yes" details of the document number and date (A copy of the deed has to be annexed to the application).

7. Whether use of the leasehold land applied for conversion is residential.

8. (i) Whether the property stands mortgaged,

(ii) If "Yes" whether no objection certificate(s) from the mortgagees enclosed.

9. Whether the lease/allotment was cancelled/ property re-entered If "Yes" whether restored.

10. Whether there is any dispute pending in a Court of law concerning the property applied for conversion.

11. Whether any application for mutation/substitution is pending.

12. Whether there is unauthorised construction in the premises.

13. Whether the applicant is willing to pay the conversion fee as would be assessed/fixed.

14. (i) Whether the applicant is willing to pay the revised rent and cess as would be assessed on conversion.

(ii) Amount of yearly ground rent and cess, if any, being paid at present as per allotment/demand letter. (iii) Whether up-to-date payment of rent along with interest, if any, has been paid, if so the copy of the latest rent receipt be enclosed. I/We certify that the information given above are true and correct. I understand that if any fact has been suppressed or misrepresented, it shall render this application invalid.

Place : Signature of the applicant

Date :

Form No. 2 [See Sub clause (i) of Clause 1] Undertaking (To be submitted by the person in whose favour conversion is sought on non-judicial stamp paper of Rs. 2.00 duly attested by Notary Public/Executive Magistrate). I.....S/o., W/o., D/o., Shri.....resident of.....do hereby undertake as under:

1. That I shall pay to the State Government or their authorised Officer, immediately on demand, such amount as may be demanded by it on account of arrears of ground rent and/or interest thereon in respect of plot No.....in khata No in village Tahsil in.....district.....

2. That on my failure to pay any sum referred to above, the conversion of leasehold rights into freehold rights in respect of the property morefully described above shall be deemed to be null and void and the lessor/Authority shall be entitled to recover the same as arrears of land revenue.

3. That if it is found by the State Government or any other local Authority, at any point of time, the property morefully described above or any part thereof is being used for non-residential purpose, in violation of the Master Plan, improvement scheme, development plan or town planning scheme, I shall, forthwith, stop such use.

Executed by me at.... on this.....day of.....20.....in the presence of.....

1.....

2..... Lessee/Allottee/Purchaser

Form No. 3[See Sub-clause (i) of Clause 1]Affidavit(To be sworn by person in whose favour the conversion is sought)I.....S/o., D/o., W/o., Shri.....resident of.....do hereby solemnly affirm and declare as under.....

1. That I am the lessee/Allottee in physical possession of the plot No.....Khata No village in tahsil of district.

OrThat I am in physical possession, under a valid conveyance/lease deed, dated.....executed in my favour in respect of the plot No.....in khata No in village in tahsil of district.

2. That the prescribed use of the aforesaid property, as per the lease/ letter of allotment is only residential.

3. That there is unauthorised construction in the aforesaid property.

OrThat there is unauthorised construction in the aforesaid property as described below :

4. That the above referred property is being used only for residential purpose.

5. That I or any my wife/husband/dependent children/dependent relations/ parents do not own in full or in part any residential plot/flat in the State nor have sold any leasehold residential plot/flat in the State during the last 10 years not do I or my wife/husband/dependent children/dependent relations/ parents have membership of any Co-operative House Building Society/Cooperative Group Housing Society in the State (This para is applicable only if conversion is sought in favour of a person other than the lesse/allottee).

6. That up-to-date ground rent has been paid in respect of the above referred property.

7. That the contents of the accompanying application for conversion of leasehold rights into free hold rights in respect of the above referred property are true and correct and the documents annexed thereto are genuine.

8. That the facts stated in paragraphs 1 to 7 of this affidavit are correct to my knowledge and belief. Nothing contained herein is untrue and nothing material is cancelled therefrom.

Identified by Deponent

Advocate

Certificate

Form No. 4[See Sub-clause (i) of Clause 1](To be executed by the person in whose favour conversion is required)Indemnity BondThis Indemnity Bond is executed on this day of..... 20 by Shri/Smt./Kum.....S/o., W/o., D/o., Shri.....resident of.....(hereinafter called the 'Executant' which term shall include his/her heirs, successors, executors, administrators and legal assigns in favour of Governor of Orissa (hereinafter called the 'lessor') which term shall include his heirs, successors, executors, administrators and legal assigns.WHEREAS the executant is in physical possession of the Plot No.....in Khata No village in tahsil under a valid lease deed executed in his/her favour.AND WHEREAS the lessor, on the faith and representation made to it, has agreed to convert leasehold rights in respect of the property morefully described above into free hold rights subject to the Executant giving such indemnity, as is hereinafter contained, and keep the lessor harmless from any claim which any, one may, at any time, institute against the lessor in respect of the property morefully described above.NOW THIS DEED WITNESSES that in consideration of the lessor agreeing to convert the leasehold rights in respect of the property morfully described above into free hold right the executant hereby covenants with the lessor that he will at all times indemnify and keep harmless the said lessor from all claims and demands made and all actions and proceedings taken against the said lessor by any in respect of the aforesaid property or any part thereof on any ground whatsoever.In witness whereof the Executant Shri/Smt./Kum.....S/o./W/o./D/o., Shri.....has singed and delivered this bond on this day of.....20.....Executant:Witness :

1.

2.

Form No. 5[See Sub-clause (a) of Clause-5]Conveyance Deed(For conversion of lease hold land to free hold in urban areas for house site purpose)This conveyance made on this day of between the Governor of Orissa, 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 Shri/Smt.....wife/son/daughter/widow of Shri.....aged..... years resident of village/Unit P.S.....Tahsil.....District.....hereinafter called "the purchaser" (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 "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 Conveyance Deed) Plot No under Khata No Situated in.....Village.....Tahasil.....District.....was demised and assured unto the

said purchaser herein subject to the limitation, 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 him/her under the said lease deed to the extent of its permanent, transferable and heritable 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 IDENTURE WITNESSES THAT in consideration of the sum of Rs.....(Rupees.....) paid as conversion fees before the execution hereof (the receipt where of the Government hereby admits and acknowledges), the aforesaid representation and subject to the limitation mentioned hereinafter the Government doth hereby grants, conveys, sells, release and transfers, assigns and assures unto the said purchaser (s) and right, title and interests, whatsoever, permanently in respect of the demised land situated in plot No.....of Village/Unit.....of Tahasil.....District.....(hereinafter referred to as the said property) more fully described in the Scheduled hereunder. TO HAVE AND TO HOLD the same unto the purchaser with permanent, heritable and transferable right's, 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 residential save with the prior permission of the local Planning Authority/Municipal

Authority/Development Authority duly authorised under any law for the time being in force.

- 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 misstatement, misrepresentation 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 in unfit for the purpose of being used as a house site.**
- 7. That besides the conversion fees of Rs as mentioned above 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 said purchaser from the date mentioned hereafter will become owner of the said property on permanent basis with transferable and heritable rights and the conveyance for lease of the land earlier executed with the purchaser on behalf of the Vendor shall stand annulled from the date his 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. The stamp duty and registration charges, upon this instrument shall be borne by the purchaser.

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

The Schedule of Property

1. District.....

2. Tahasil.....

3. Village.....

4. Plot No.....

5. Extent.....

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 OrissaSigned by the purchaserForm No. 6[See Clause 6]Intimation regarding conversion of lease hold to free holdFromThe TahasildarThe A.D.M.,Roukela

1. District ...

2. Tahsil ...

3. Name of the village ...

4. Name of the P.S. ...

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

6. Land Schedule ...

Holdings/Khata No. Plot No.....Area.....Annual Rent and cess
:Tahasildar A.D.M., Rourkela] Form I[See Clauses 1 (d) and 3 (a)] Receipt for receiving the
compensation amount by the lessee, sublessee from the sub-lessee/subsequent sub-lessee under
him for the Khasmahal/Nazul land To The Tahasildar, I, Shri son of
Shri. Village.....Post..... District received herewith a sum of Rs.
(Rupees.....) only as compensation @ ten times of the rent from Shri.....
son of Shri
.....village.....Post.....District.....who is a
sub-lessee/subsequent sub-lessee under me for the Khasmahal/Nazul land measuring.....acres
bearing Plot No./Khata NoHolding No . '.....in village/urban
area. Date.....Signature of Lessee/Sub-lessee In the presence of two respectable persons
of the locality who should attest to the fact of payment:

1.

..... (Signature)

2.

..... (Signature) Form-II[See Clause 4 (a)] Application for settlement of
Gramakantha Parambok and Abadi land To The Tahasildar,

1. (a) Name of the applicant

(b) Age :

2. Father's name

3. (a) Present residential address (in full)

(b) Permanent Home address (in full)

4. Occupation of the applicant :

5. Extent of Gramakantha Parambok/Abadi land in his occupation (Delete which is not applicable) :

6. Date from which in occupation

7. Detailed particulars of the land applied for-

(a) Name of village/urban area (b) Holding No./Plot No./Khata No., if any : (c) Area applied for (d) Boundary:

8. Manner of utilisation of land under occupation

Signature of the Applicant Date : Form III [See Clauses 1 (f) and 2 (a) (i)] Standard form of lease-deed for lease of Khasmahal, Nazul, Gramakantha Parambok and Abadi lands used for purposes other than homestead in urban area This indenture made the.....day of.....20.....Between THE Governor of Orissa (hereinafter called the "Lessor" which expression shall where the context so admits or implies include his successors in office and assigns) of the one part; And Shri..... S/o Shri.....aged.....years resident of.....Village.....P. S.....District.....(hereinafter called the "lessee" which expression shall where the context so, admits or implies include his heirs/executors and assigns) of the other part. NOW THIS INDENTURE WITNESSETH that the lessor doth hereby accept the aforementioned person as lessee/raiyat in respect of the land in question clearly described in the Schedule below subject to the terms and conditions hereinafter mentioned :

1. The lessee/raiyat shall pay annually to the Tahasildar as rent the sum of Rs being the rent payable by tenants for similar lands in the vicinity and will also pay cess as per rules. Such rent is subject to revision at the time of settlement and re-settlement operation.

2. The above rent shall be paid in one instalment on or before the 31st March of each year. In the event of the lessee failing to pay any instalment of rent on or before the above date, such arrears shall carry interest at the prescribed rates from the date on which the same becomes payable until payment.

3. That the lessee shall not mortgage or transfer by sale or gift or otherwise his holding or any part thereof without the previous written permission of the Collector and keep the land free from encroachment.

4. The lease-hold land shall not be utilised for any other purpose except for the purpose for which it has been assigned without specific permission from the Collector nor the land shall be made unfit for such use.

5. In case of any transfer of the holding or part thereof or in case of intestate succession on the lessee's death or that of any subsequent holder holding wholly or partly the lease-hold land it will be incumbent upon the person on whom the said land devolves to make an application to the Tahasildar under whose jurisdiction the land situates for necessary mutation.

6. If the land or any part thereof is required by Government at any time for any public purpose, the said land or part thereof can be resumed by giving a three months' notice in writing. In such an event the lessee can claim compensation for any building erected or other improvement that he might have done on the said land. The amount of such compensation will be fixed by the Collector whose decision shall be final, conclusive and binding on the lessee.

7. The lessee shall pay all municipal and other local taxes which may be assessed upon the demised premises under any law for the time being in force.

8. In case of breach of either of the provisions of Clause 3 or 4 of this lease agreement by the lessee, the lease shall be determined and the Collector on behalf of the lessor shall have the right to re-enter immediately and take possession of the said land.

9. That in the event of re-entry provided in Clause 8 hereof, the lessor shall not be liable to pay any compensation for any improvement effected or made by the lessee :

of the Land

Signature of the Tahasildar acting in the premises for and on behalf of the Governor of Orissa.

1.....

2.....

In the presence of witnesses :

1.....

2.....

Signature of the Lessee in the presence of the witnesses

Form IV[See Clauses 3 (a) and 4 (d)]Standard form of lease-dead for lease of Khasmahal, Nazul,

Gramakantha Parambok and Abadi land used for homestead purposes in urban area This indenture made the day of.....20..... BETWEEN the Governor of Orissa (hereinafter called the "lessor" which expression shall where the context so admits or implies includes his successors in office and assigns) of the one part; AND Shri.....S/o..... aged.....years resident of village.....P. S District.....(hereinafter called the assignee which expression shall where the context so admits or implies includes his heirs/executors and assignees) of the other part. Now This Indenture Witnesseth that the lessor do hereby accept the aforementioned person as the assignee on permanent basis in respect of the Khasmahal/Nazul/Gramakantha Parambok/Abadi lands described in the Schedule below, subject to the terms and conditions hereinafter mentioned

1. The assignee shall pay annually to the Tahasildar as rent the sum of Rs..... being the rent payable by tenants for similar lands in the vicinity and will also pay cess as per rules.

That the assignee shall not commit any act of waste on his holding so as to render it unfit for the purpose of being used as a homestead.

3. The lessee shall keep the boundaries of his holding unaltered and well defined and point them out to any officer or person duly authorised by the Collector in writing to inspect them when so ordered by the Collector.

4. In the case of any transfer of the holding or part thereof in case of intestate succession on the assignee's death, it will be incumbent upon the person on whom the said land devolves to make an application to the Tahsildar under whose jurisdiction, the land situates for necessary mutation.

5. If the land or any part thereof is required by Government at any time for any public purposes, the said land or part thereof can be resumed by giving a three months' notice in writing. In such an event, the assignee can claim compensation for any buildings erected or other improvement that he might have done on the said land. The amount of such compensation will be fixed by the Collector whose decision shall be final, conclusive and binding on the assignee.

6. The lessee shall pay all municipal and other local taxes which may be assessed upon the demised premises under any law for the time being in force.

of the Land

Signature of the Tahasildar acting in the premises for and on behalf of the Governor of Orissa.

Signature of the Lessee in the presence of the witnesses

1.....

2.....

In the presence of witnesses :

1.....

2.....

Form No. 1 Standard form of lease-deed for lease of Government lands allotted on application in the Rourkela Civil Township THIS INDENTURE made on theday of 20..... between the Governor of Orissa (hereinafter called the "lessor" which expression shall, where the context so admits or implies, include his successors in office and assignees) of the one part. AND Shri son of.....aged...years, resident of village.....P. S.....District.....(hereinafter called the "lessee" which impression shall where the context so admits or implies include his heirs, executors administrators and assignees) of the other part. WHEREAS the land described in the Schedule below is situated within the Rourkela Civil Township. AND WHEREAS the Committee having allotted the land to the lessee for a premium of Rs.....(Rupees.....) the Additional District Magistrate has sanctioned the lease by order dated and the lessee has paid the premium in full. NOW THIS INDENTURE WITNESSETH that the lessor doth hereby grant and the lessee doth hereby accept a lease for the purpose of.....on the land specified in Schedule below with effect from the date of execution of this lease for a period of ninety years subject to the terms and conditions mentioned below :

1. The lessee shall pay annually to the Additional District Magistrate or such other officer authorised by him to receive the same as rent for his holding the sum of Rs.....till the rent is revised under Clause 2.

2. The rent of the holding shall be liable to enhancement at the end of each (20) twentieth year subject to the maximum limit of (50) fifty per cent over the rate of rent in force in the previous year.

3. The rent shall become payable in two equal half yearly instalments, i.e. on the 15th July and 15th January of every year.

4. The lessee shall construct a house or other building of such description and dimensions as may be approved by the Regional Improvement Trust, Rourkela within a period of three years from the date of this lease.

5. (a) The lessee shall not commit any act of waste on his holding so as to render it unfit for the purpose of being used as a house site.

(b) The lessee shall not use the house or building or its premises for any purpose other than the purpose for which the lease is granted.

6. If no house or building is constructed according to the particulars approved by the Regional Improvement Trust, Rourkela as provided for in Clause 4 or the lessee contravenes any condition in Clause 5, the Additional District Magistrate after giving one month's notice to the party and after hearing him if satisfied, shall determine the lease and the Additional District Magistrate shall have the right to re-enter immediately on the land on behalf of the lessor and take possession of the site.

7. In the event of re-entry by the Additional District Magistrate in pursuance of Clause 6, the lessee shall not be entitled to refund of any premium paid by him and shall not also be entitled to any compensation whatsoever from the lessor for any improvements or construction affected or made by him.

8. In the event of re-entry under Clause 6, the lessee shall be entitled to remove the materials collected and construction made, if any, from the land at his cost within fifteen days of such re-entry, failing which the Additional District Magistrate shall be entitled to cause such materials or constructions removed at the cost of the lessee and to sell the same by auction. The lessee will, in that event, be entitled only to the balance of the sale proceeds after deduction of the costs and arrears of rent, if any.

9. Notwithstanding the untimely termination of the lease in accordance with Clause 6, the lessee shall be liable for the ground rent fixed for his holding till the date of re-entry.

10. That the lessee shall not by any means or in any way whatsoever bequeath, mortgage, charge, transfer, assign, sublet or part with possession of his holding or any portion thereof to any person without first obtaining the written permission of the Additional District Magistrate save in case of mortgage of the lease-hold land or any portion thereof in favour of the Life Insurance Corporation of India for obtaining house building loan from the said Corporation for construction of a house on the holding or any portion

thereof. The lessee shall inform the Additional District Magistrate of the mortgage within fifteen days. Any bequest, transfer, assignment, subletting or parting with possession of the holding or part thereof without permission in writing as aforesaid shall be voidable at the option of the Additional District Magistrate and he may determine the lease and take possession of the holding or part thereof, as the case may be. In case of unauthorised bequest taking effect from the death of the lessee, the option to take possession will accrue on the date of death of the lessee.

11. The lessee shall keep the boundaries of his holding unaltered and well defined and point them out to any officer or person duly authorised by the Additional District Magistrate in writing to inspect them, when so ordered by the Additional District Magistrate.

12. The lessee shall keep the land free from jungle and all sorts of nuisance and if he fails to do so, on notice given to him in writing by the Additional District Magistrate the land shall be cleared up by the Additional District Magistrate, and the expenses incurred thereby shall be recovered from the lessee after notice as a public demand.

13. If at any time the lessee is found to be in occupation of excess land belonging to Government than that is covered by the lease, the Additional District Magistrate shall be at liberty to dispossess him summarily after notice in writing, from the said excess land held without a lease or licence and dispose of it as he thinks proper and the lessee shall be liable to pay assessment, penalty and fine as provided under the Orissa Prevention of Land Encroachment Act, 1972.

14. In the case of any intestate succession on the lessee's death or that of any subsequent holder holding wholly or partly hereunder, the successor shall give notice of his succession and the manner thereof, and apply to have his name entered in the register of the Additional District Magistrate within six months from the date of death of the person whom he has succeeded. No transfer fee shall be payable in such a case but it shall be incumbent upon such successor to present to the Collector an application for mutation of name bearing Court-fee as prescribed by law.

15. In the event of the lessee's not paying any instalment or premium or rent in full on or before the dates herein fixed for such payment, he shall, in addition to the arrear, pay interest at the rate of ten per cent per annum, such arrear and all such dues shall be recoverable as public demand.

16. The lessee shall pay all municipal and other local rates and taxes, which may be assessed upon his holding under any law for the time being in force whether payable by the owner or occupier.

17. On the expiry of the term of the lease, the lessee shall, if he duly observe all the conditions thereof, be entitled to its renewal for a further period of ninety years on the same terms and conditions, the rent being liable to enhancement at each renewal.

Schedule 6

Signature of the Additional District Magistrate acting in the premises for and on behalf of the Governor of Orissa. In the presence of witnesses-

1.

.....

2.

.....Signature of the lessee In the presence of witnesses -

1.

.....

2.

.....Form No. 2 Standard form of lease-deed for lease of Government land allotted through public auction in the Rourkela Civil Township THIS INDENTURE made on the.....day of.....20.....between the Governor of Orissa (hereinafter called the "lessor" which expression shall, where the context so admits or implies include his successors in office and assignees) of the one part; AND Shri.....son.....of.....aged.....years resident of village.....P. S/.....District.....(hereinafter called the "lessee" which expression shall where the context so admits or implies include his heirs, executors, administrators and assignees) of the other part. WHEREAS the land described in the Schedule below is situated within the Rourkela Civil

Township;AND WHEREAS the Commissioner has confirmed the bid given by the lessee in the public auction held on.....and the Additional District Magistrate has sanctioned the lease of the said land to the lessee by his order, dated.....and the lessee paid the premium and all other dues in full;NOW THIS INDENTURE WITNESSETH that the lessor doth hereby grant and demises to the lessee ALL THAT plot of land containingacres in the Rourkela Civil Township as described in the Schedule hereto for the purpose of.....thereon TO HOLD the same to the lessee from the.....day of.....20.....for a term of ninety years PAYING therefor during the said term a yearly rent of Rs in each year at the office of the Additional District Magistrate or such other officer authorised to receive the same and subject to the terms, conditions and covenants hereinafter appearing namely : .

1. The rent of the holding is liable to enhancement at the end of every (20th) twentieth year subject to the maximum limit of (50) fifty per cent over the rate of rent in force in the previous year.

2. The rent shall become payable in two equal half-yearly instalments, i.e., on the 15th July and 15th January of every year.

3. The lessee shall construct a house or other building of such description and dimensions as may be approved by the Regional Improvement Trust, Rourkela in writing within a period three years from the date of this lease.

4. (a) The lessee shall not commit any act of waste on his holding so as to render it unfit for the purpose of being used as a house site.

(b)The lessee shall not use the house or building or its premises for any purpose other than the purpose for which the lease is granted.

5. If no house or building is constructed according to the particulars approved by the Regional Improvement Trust, Rourkela as provided for in Clause 3 or the lessee contravenes the conditions in Clause 4 the Additional District Magistrate shall, after giving one month's notice in writing and after giving a reasonable opportunity of hearing to the party, if satisfied about the breach as aforesaid, shall determine the lease and have the right to reenter immediately on the lands on behalf of the lessor and take possession of the site.

6. In the event of re-entry by the Additional District Magistrate in pursuance of Clause 5 the lessee shall not be entitled to any compensation whatsoever from the lessor for any improvement or constructions effected or made by

the lessee except that in the event of such re-entry the lessee shall be entitled to remove the materials collected and construction made, if any, from the land at his cost within fifteen days of such re-entry, failing which the Additional District Magistrate shall be entitled to cause such materials or constructions removed at the cost of the lessee and to sell the same by auction. The lessee will in that event be entitled only to the balance of the sale proceeds after deduction of the cost and arrears of rent, up to the date of re-entry, if any.

7. The lessee shall not by any means or in any way whatsoever bequeath, mortgage, change, transfer, assign, sublet or part with possession of his holding or any portion thereof to any person without first obtaining the written permission of the Additional District Magistrate save in case of mortgage of the lease-hold or any portion thereof in favour of the Life Insurance Corporation of India for obtaining a house building loan from the said Corporation for the construction of a house on the holding or any portion thereof. The lessee shall inform the Additional District Magistrate of the mortgage within fifteen days. Any bequest, transfer, assignment, subletting or parting with possession of the holding or part thereof without the permission of the Additional District Magistrate obtained in writing shall be voidable at the option of the Additional District Magistrate and he may determine the lease and take possession of the holding or part thereof. In case of an unauthorised bequest taking effect after the death of the lessee, the options to take possession will accrue on the death of the lessee.

8. The lessee shall keep the boundaries of his holding unaltered and well defined and point them out to any officer or person duly authorised by the Additional District Magistrate in writing to inspect them, when so ordered by the Additional District Magistrate.

9. The lessee shall keep the land free from jungle and all sorts of nuisance and if he fails to do so on notice given to him in writing by the Additional District Magistrate, the land shall be cleared by the Additional District Magistrate and the expenses incurred thereby shall be recovered from the lessee after notice, as public demand.

10. If at any time the lessee is found to be in occupation of excess land belonging to the Government than that is covered by lease, the Additional District Magistrate shall be at liberty to dispossess him summarily after notice in writing, from the said excess land held without a lease or licence and dispose of it as he thinks proper and the lessee shall be liable to pay assessment, penalty and fine as provided under the Orissa Prevention of Land Encroachment Act, 1972.

11. In the case of any intestate succession on the lessee's death or that of any subsequent, holder holding wholly or partly thereunder, the successor shall give notice of his succession and the manner thereof and apply to have his name entered in the register of the Additional District Magistrate within six months from the date of death of the person whom he has succeeded. No transfer fee shall be payable in such a case, but it shall be incumbent upon such successor to present to the Collector an application for mutation of name bearing Court-fee prescribed by law.

12. In the event of the lessee's not paying any instalment of rent in full on or before the dates herein fixed for such payment, he shall, in addition to the arrear, pay interest at the rate of ten per cent per annum on such arrear and all such dues shall be recoverable as public demand.

13. The lessee shall pay all municipal and other local rates and taxes, which may be assessed upon his holding under any law for the time being in force whether payable by the owner or occupier.

14. On the expiry of the term of the lease, the lessee shall, if he has duly observed all the conditions thereof, be entitled to its renewal for a further period of ninety years on the same terms and conditions, the rent being liable to enhancement at each renewal.

Schedule 7

Signature of the Additional District Magistrate acting in the premises for and on behalf of the Governor of Orissa. In the presence of witnesses-

1.

.....

2.

.....Signature of the lesseeIn the presence of witnesses-

1.

.....

2.

.....Resolution dated the 11th October, 1984. - Government have had under consideration for formation of a set of statutory rules under the Orissa Government Land Settlement Act, 1962 with a view to simplifying the existing procedure for regulating the settlement/ lease/transfer of Government land in the rural and urban areas of the State for different purposes and for prescribing uniform principle for all such areas in the aforesaid set of statutory Rules. Since the Orissa Government Land Settlement Rules, 1983 issued in the Government of Orissa, Revenue Department Notification No. 15820-GE-(GL) S-61/84, dated the 6th March, 1984, published in the extraordinary issue of the Orissa Gazette No. 356 dated the 12th March, 1984 have come into force for all such aforesaid purposes, Government have been pleased to order that the following non-statutory rules and instruction will cease to operate from the date of issue of this order :

1. The Orissa State Urban Land Settlement Rules, 1959 issued in Government of Orissa, Revenue Department Resolution No. 9287-GE-69/58-R., dated the 3rd March, 1959.

2. Rules for allotment of Government lands in the Rourkela civil township issued in the Government of Orissa, Revenue Department Letter No. 2233-GE (Sund)-1/68-R., dated the 12th January, 1968.

3. Principles approved by Government on the 13th September, 1961 for settlement of Government of Orissa, Revenue Department Letter No. 48597-R., dated the 26th October, 1961.