

**APPLICATION FORM FOR CONVERSION OF LEASEHOLD LAND INTO
FREE HOLD IN RESPECT OF RESIDENTIAL PLOTS WITHIN
BHUBANESWAR MUNICIPAL CORPORATION AREA**

Attested
passport size
photograph

1. Name of the Applicant (Original allottee) :
Father's / Husband's name :
Address :

2. Name of the applicant(s) :
(When applicants are Legal heirs /
Successor-in-interests)
Father's / Husband's name :
Address :

3. Details of property to be converted :

| Name of area/village | Drawing No | Drawing Plot no | Area in Sq. Feet(As per lease deed) | Area in acre (As per lease deed) | Revenue Plot no (As per lease deed, if any) |
|----------------------|------------|-----------------|-------------------------------------|----------------------------------|---|
| | | | | | |

4. Date of taking over of physical possession:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |
| | | | | | | | |

5. Details of Registered lease deed:

| Registration No. | Year | Volume No | Page number of the deed (From--- to ---) | Book No. |
|------------------|------|-----------|--|----------|
| | | | | |

6. (a) Whether building has been constructed as per approved plan Yes/No
 (b) If yes, the details of approval of plan Yes/No
 (b) Copy of Certificate of competent authority after completion as per approved plan. Yes/No
 (c) If holding tax assessed Yes/No
10. Whether land is used for the purpose other than residential Yes/No

12. List of names and addresses of other coparceners of the lease property to whom communication will be made on order of conversion.

Note:-

1. The rate of conversion fees is given for calculation of conversion fees as on date of application.

2. Mode of calculation of conversion fees-

$$\text{Amount of premium per acre} \quad \times \quad \frac{\text{Area of the plot in sft}}{43560}$$

3. The applicants who availed lease on concessional premium, will pay equal percent differential concessional premium calculated at the rate as on date of application for conversion.

AFFIDAVIT

(To be sworn by person in whose favour the conversion is sought on non-judicial stamp paper duly executed before an Executive Magistrate)

I, S/o, D/o, W/o Shri
of (address)

.....
do hereby solemnly affirm and declare as under:

1. That I am the lessee of Drawing Plot No. Of Drawing No. of area corresponding to Revenue Plot No. of area Relating to year of settlement.
2. That the prescribed use of the aforesaid property as per the lease executed is only residential.
3. That there is no unauthorized construction in the aforesaid property.
OR
That there is unauthorized construction in the aforesaid property as described below:
.....
.....
4. That the leased property is being used only for residential purpose. OR
That a portion measuring of the covered area of the referred property is being used for
..... Purposes.
Rest of the property is being used only for residential purpose.
5. That up-to-date ground rent has been paid in "respect of the above leased" property.
6. That the contents of the accompanying application for conversion of leasehold rights into free hold rights in respect of the above leased property are true and correct and the documents annexed thereto are genuine.

DEPONENT

VERIFICATION

Verified at this
Day of 2000 that the contents of the above affidavit are correct to my knowledge and belief. Nothing contained herein is untrue and nothing material is concealed therefrom.

DEPONENT

No. _____

Date _____

No Objection Certificate

(To be issued by the Bank /Financial Institution where the property is under mortgage)

Details of land under mortgage

Plot no. _____ Drawing no _____, Village _____, Bhubaneswar

This Certificate is issued in favour of the allottee/lessee/successor-in-interest intimating Government in General Administration Department, Government of Odisha in respect of lease plot specified above that the mortgagor Bank has no objection if the leasehold rights of the lessee is converted to freehold status and conveyance deed executed with lessee is registered in the office of Sub-Registrar and Registered conveyance deed is handed over to the lessee/successor-in-interest of the lessee. The Bank owns the responsibility of collecting and retain the original registered conveyance deed from the mortgagee and send the original registered lease deed to Director of Estates, General Administration Department, Odisha by Registered post

Authorised Signatory

_____ Bank

_____ Branch

INDEMNITY BOND

(To be executed by the applicant on Non-Judicial Stamp paper of Rs.10 and to be attested by Notary Public / First Class Magistrate)

This indemnity bond is executed on this.....Day of.....20..... by Shri/Smt./Kumari S/o,/ W/o, / D/o. Shri..... of (address) (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 terms shall include its heirs, successors, executors, administrators and legal assigns.

WHEREAS the Executant is the lessee of the Drawing Plot No..... of Drawing No corresponding to Revenue Plot No..... Khata No..... of Village or Unit.....

AND WHEREAS the lessor on the faith and representation made to it, has agreed to convert lease hold rights in respect of the above referred property into free hold rights subject to the Executant giving such indemnity, as is hereinafter contained and keeping the lessor harmless from any claim which anyone may, at any time, institute against the lessor in respect of the above referred property.

Now, this deed witnesses that in consideration of the lessor agreeing to convert the lease hold rights in respect of the above referred property into free hold rights, the executant hereby covenants with the lessor that he will at all times indemnity and keep harmless the said lessor from all claims and demands made and all actions and proceedings taken against the said lessor by anyone in respect of the aforesaid property or any part thereof, on any ground whatsoever.

In witness whereof the Executant Shri/Smt./Kumar..... S/o., W/o., D/o. Shri has signed and delivered this bond on this day of20

Witness

Executant

1.

2.

Specimen Signature

(in A4 size paper)

(In case of more than one mutatee, the specimen signatures of all mutatees where lessee has died be given in the format)

Name-

Signature 1.

Signature 2.

Signature 3.

CONVEYANCE DEED

(For conversion of G.A. Department leasehold lands to freehold in Bhubaneswar Municipal Corporation limits)

This conveyance made on this day of between the Governor of Orissa, hereinafter called "The Vendor" (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. Tahasil 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 Governor or his assignee on the one part and above "purchaser" on the other part and registered Serial No..... in Book No. Volume No. at page To (hereinafter referred to as the said Conveyance Deed) Plot No. under Khata No. situated in the Village/Unit 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 vendor to purchase reversionary interest of the vendor 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 vendor has agreed to sell such interest/right of the said demised property subject to the terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESS THAT in consideration of the sum of Rs. (Rupees) paid as conversion fees before the execution hereof (the receipt where of the Vendor hereby admits and acknowledges) the aforesaid representation and subject to the intimation mentioned hereinafter the Vendor both hereby grants, conveys, sells, releases and transfers, assigns and assures unto the aforesaid purchaser(s) the permanent, transferable and heritable rights in respect of the demised land situated in Plot No. in Village/Unit of Tahasil District (hereinafter referred to as the said property) more fully described in the schedule hereunder TO HAVE AND TO HOLD the same unto the purchaser with permanent heritable and transferable rights, SUBJECT to the exceptions, reservations, covenants and conditions hereafter contained, that is to say, as follows:

1. The purchaser will have only the exclusive surface rights over the said property.
2. The Vendor 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 Vendor 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 Vendor 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. 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 contravention of relevant provisions in this regard or any other law for the time being in force.
4. 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. If it is discovered at any stage that this deed has been obtained by suppressions of any fact or by any mis-statement, mis-representation or fraud, then this deed shall become void at the option of the Vendor, who shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the Vendor in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.
6. The purchaser shall not commit any act of waste on the said property so as to render it unfit for the purpose of being used as a house site.
7. Besides the conversion fees of Rs. as mentioned above the purchaser will be required to pay a sum of Rs. as annual rent for the said property, (besides payment of cess as per Rules)
8. The rent is liable for revision during survey and settlement operations or at the end of each of 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 civinity.
9. It is further declared that as a result of this Conveyance Deed, present purchaser from the date mentioned hereafter will become owner of the said property with permanent, transferable and heritable rights and the conveyance deed for lease of the land earlier executed with the purchaser on behalf of the Vendor both 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.

In witness whereof Shri for and on behalf of and by the order and direction of the Vendor has hereunto set his hand and Shri / Smt. the purchaser, has, hereunto set his/her hand day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

1. District 2. Tahasil
3. Village/Unit 4. Plot No.
5. Extent (Dimension and area)

6. Bounded By

North:

South:

East:

West:

Signed by Shri

For and on behalf of and by the order and direction of the Governor of Orissa (Vendor) in the presence of witness

(Name and address in full)

1. Shri/Smt.
.....

Signature of witness

2. Shri/Smt.
.....

(Vendor)

Signature of witness

In presence of witness
(Name and address in full)

1. Shri
.....

(Purchaser)

2. Shri
.....

(Purchaser)