

GENERAL ADMINISTRATION DEPARTMENT, BHUBANESWAR



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

1. Name of the Allottee(s) :

Father's / Husband's name :

Address:

2. Name of the applicant, if adult :

Father's / Husband's name :

Address:

3. If the applicant is attorney holder, name :
of the person in whose favour conversion
is sought.

Father's / Husband's name :

Address:

4. If the applicant is attorney:

Whether the attested copy of the Registered Power-of-attorney is Attached.
5. File No. (If known) :
6. Details of property:
 - (a) Name of the area :
 - (b) Drawing No. :
 - (c) Drawing Plot No. :
 - (d) Allotted area in sq.ft. :
7. Date of physical possession :
8. Whether lease deed is executed and registered Yes/No
9. Details of registration of lease deed in respect of plot: Yes/No
 - (a) Regn.No.
 - (b) Book No.
 - (c) Volume No.
 - (d) Page from to
 - (e) Date
- 9-A (a) Whether building has been constructed as per approved plan Yes/No
 - (b) If yes, the details of approval of plan
 - (c) Date of completion of building
 - (d) If holding tax assessed Yes/No

10. Area of the portion being used for the purpose other than residential (Industrial/Institutional/Commercial)
11. Whether properties stand mortgaged. If yes, whether No-objection Certificate from the Mortgaged enclosed. Yes/No
12. Whether there is any dispute pending in the Court of law regarding title of the property. Yes/No.
13. Whether any application for mutation is pending Yes/No
14. Whether there is unauthorized construction in the premises. Yes/No
15. (i) Amount of annual ground rent.
- (ii) Whether up-to-date ground rent along with interest for related payment, if any, has been paid. Yes/No

VERIFICATION

I Shri/Smt. Son / daughter / wife of Shri Vill PO, PS, Dist. declare that the particulars / information given above are correct.

Place:
Date :

Signature of the applicant

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

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 by-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 vicinity.
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) | |

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)
.....