

By Fax/ e-Mail

**GOVERNMENT OF ODISHA  
REVENUE AND DISASTER MANAGEMENT DEPARTMENT**

No.GE (GL)-S-32/2015- <sup>\*\*\*\*\*</sup>16903 / R&D.M Dated 6/1 June, 2015

From

Sri A.K Nayak,  
Joint Secretary to Government

To

The Collector, Angul

**Sub: Clarification regarding settlement of Khasmahal land in Angul Town**

**Ref: - Your letter No. 1581/Rev. dated 14.08.2013**

Sir,

With reference to the subject noted above, I am directed to say that as per Schedule V of the OGLS Rules, 1983 as amended vide OGLS (Amendment) Rules, 2010, Khasmahal land may be permanently settled with heritable and transferable rights in favour of the person who is in possession of the land on the basis of:-

- (i) lease granted by the Government, whether renewed or expired,
- (ii) a registered sub-lease including subsequent sub-lease granted by the lessee or the sub-lessee, as the case may be,
- (iii) by way of transfer of such land through a registered deed of conveyance from a lessee, sub-lessee or subsequent sub-lessee

2. Further, under the said Amendment Rules, Khasmahal land may be permanently settled in favour of that person who, including his lawful predecessor(s) in-interest, was in possession of the land for a period of at least three years prior to the appointed date i.e. 26<sup>th</sup> February, 2009 and has submitted valid application for such settlement within the stipulated time limit. The land in question should also have been used for homestead purpose.

3. It may be noted that there is no restrictive provision either in the OGLS (Amendment) Act, 2009 or the OGLS (Amendment) Rules, 2010 that Khasmahal land shall not be settled in favour of a person if it has been transferred from the lessee, sub-lessee or subsequent sub-lessee to that person

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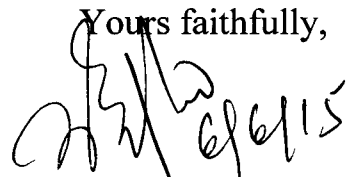
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by violating the terms and conditions of the lease deed. However, as stated above, it has been stipulated in the said Rules that the land shall be settled with the person who is in possession of the land by way of transfer of such land through a registered deed of conveyance from a lessee, sub-lessee or subsequent sub-lessee. From the above, it is clear that the person in whose favour the land is proposed to be settled should have purchased the land from a lessee, sub-lessee or subsequent sub-lessee, as the case may be, through a registered deed of conveyance. Further, if the person has purchased the land from a sub-lessee, the latter should have got the land through a registered sub-lease granted by the lessee. Similarly, if the person has purchased the land from a subsequent sub-lessee, the latter should have got the land through a registered sub-lease granted by the sub-lessee.

You are, therefore, requested to instruct the appropriate revenue authority to examine the cases as aforesaid and dispose of the same accordingly.

Yours faithfully,



Joint Secretary to Government