

ANNEXURE-A

[see rule 3(1)]

To

The Executive Officer/Sarpanch,
Gram Panchayat,
Sir,

I/We hereby give you notice that I/We intend to utilise, sell, lease or otherwise dispose off my/our land portion or portions of the same bearing S.No. _____ having an extent of _____ Sq. meters in _____ street / division or ward (to be deleted wherever necessary) consequent on their conversion into a building plots / sites under rule 3(1) of Andhra Pradesh Gram Panchayat Land Development (Layout and Building) Rules-2002, for the construction of buildings for residential or non-residential, industrial, commercial purposes as indicated hereunder and in accordance with the provisions of section 268 of the A.P. Panchayat Raj Act, 1994.

I/We forward herewith four copies of the site plans drawn to a scale 1:1000 and other plans as required under these rules with all particulars required under the Rules.

I/We enclose:

1. A statement of arrangements made for providing plantation of avenue trees in addition to the arrangements indicated in the plan.
2. A non-encumbrance certificate from the Registration Department for the lands covered by the layout together with the copy of the title deed attested by a Gazetted Officer.
3. i) A. Gram Panchayat receipt for Rs. being the non-interest bearing security deposit as fixed under item [3] of Schedule annexed to these rules towards fulfillment of the conditions.
ii) A mortgage-deed intended in favour of the Gram Panchayat Hypothecating lands in the layout area for the value of Rs. towards security deposit in lieu of cash security and abiding by the conditions prescribed in this regard.

I/We, jointly and severally agree to develop the roads to the required standards as per the specification prescribed by the Gram Panchayat and to provide underground storm-water drains through proper culverts and to sewer and light the areas and to carryout all the arrangements to the satisfaction of the Executive Officer of the Gram Panchayat as per the agreement that will be executed by me/us on intimation.

I/We hereby undertake not to utilise, sell, lease or otherwise dispose off the land as sites for the construction of residential or non-residential building until all the amenities are provided as indicated in the conditions of the layout either by the Gram-Panchayat or by me/us as agreed upon through a registered agreement on stamped paper worth or Rs.100/-

I/We, undertake to handover the private streets or roads to the Gram Panchayat after developing them to the prescribed standards and along with the lands set apart for parks / play-grounds/ Educational Institutions or for any other public purpose under clause (b) under sub rule (4) of rule 3 of the Andhra Pradesh Gram Panchayat Land Development (Layout and Building) Rules-2002 issued under section 268 of the AP Panchayat Raj Act, 1994.

I/We, agreed to Execute the drainage work (both sewers as well as storm-water) and lighting arrangements to be carried out by the Gram Panchayat at my/our expenses and to that extent I/We agree to deposit provisional estimated cost with the Gram Panchayat before final release of the sanctioned layout and meet any further unforeseen expenditure from time to time as may be claimed by the Gram Panchayat.

I am/we are agreed to deposit 50 per cent of the estimated cost of other works to be carried out by me/us, into the Gram Panchayat Treasury on intimation towards the security deposit (refundable) or agreed to mortgage the plots of an area of equivalent to the security deposit in favour of the Gram Panchayat within 10 days from the date of receipt of provisional/tentative approved layout. The amount of entire deposit is refundable to me/us by the Gram Panchayat after consulting the Panchayat Raj Engineering Department as to the satisfactory execution of the work to the prescribed standards after deducting 5 per cent from the deposit towards supervision charges.

I/We request that the proposed layout may be approved and the permission may be accorded at an early date to me/us to proceed with the execution of the works as agreed to for enabling the disposal of plots in accordance with sanctioned layout.

Signature of the Licensed Surveyor/
Engineer/ Architect

Signature of the Owner/
Owners of land and address (es) and
Address of Owner/Owners.

Encl:

1. Site plan in quadruplicate.
2. Statement of arrangement for avenue trees.
3. Non-encumbrance certificate.
4. Challan for security deposit / mortgage-deed / Bank Guarantee.
5. Challan for layout, scrutiny and inspection charges.
6. Copy of Ownership documents establishing the title of land attested by Gazetted officer.
7. Certificate of demarcation of site boundaries by revenue authorities.

ANNEXURE– B
[see rule 3 (4) (b)]

SPECIFICATION FOR WATER BOUND MACADAM ROAD
THE WATER BOUND MACADAM ROAD SHALL BE FORMED IN THE FOLLOWING MANNER:

After shaping the roadbed to the required chamber, if the sub-grade is of hard gravel soil then the metal is spread in two layers of 11 cms, thick to get a consolidated depth of 15 cm. A power roller of 8 to 10 tones weight is generally to be used. The dry rolling should not be excessive so as to cause the crushing of metal. The rolled surface is then watered moderately, and thoroughly rolled until hard and compact, so that a highly loaded vehicle makes no impression while travelling on it. The screenings from the metal gravel, fine limestone or kankar then be spread in small quantities uniformly on the surfaces about 1 cm. in thickness in total watered and rolled properly. Finally a top dressing of 0.50 cm thickness of sand is spread on the surface only and finished off with final rolling. The surface is then kept moist for about two weeks after opening to traffic.

Scheduled carriage way widths: - the width of carriage way for one lane of traffic should not be less than 4 meters and for two lands of traffic not less than 7 meters.

Raised footpaths on either side of carriageway: - It is necessary that the footpath shall be 15 cm. above the road edge level to provide a measure of protection to the pedestrian from vehicles. These are usually of available earth and gravel, well consolidated to the satisfaction of the Panchayat Raj Engineering Department.

Kerbstones are structurally necessary to prevent lateral spread of road surface materials and preserve the bearing value of the sub-soil by preventing ingress of sewage water. Granite or cement concrete is usual materials used for. Granite kerbs one meter long by 30 cm. X 20 cm. are usually adopted and laid- flat on roads carrying light traffic in residential areas where its effect will only be to give appearance to the street lines. To be effective and to give lateral support, the depth of concrete should be more. The top surfaces, which are exposed, should evenly be dressed and tooled. The ends of granite kerbs should be dressed square. The top surface is tooled down to the slope of the footpath generally. This aids drainage, the storm water drains culverts, etc., shall be constructed according to the sizes and specifications as may be prescribed by the Executive Officer in consultation with the Panchayat Raj Engineer.

ANNEXURE –C
[see rule 4 (1) (b)]

Minimum permissible length of street	Function of the street	Minimum permissible width of street (in meters)	Minimum Width of Splay required at the junction of streets (in meters)	Minimum width of the passing for the carriage way of the street (in meters)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
Up to 50 meters	Minor residential culs-de-sac street (dead end street) with 13meters X 13meters square space for free movement of vehicles at the dead end lane	8.00	12.00	4.00	This type of width can be permitted only at discretion of the Gram Panchayat and in consultation with Director of Town and Country Planning
Up to 250 meters	Minor residential loop street	10.00	16.00	6.00	Total length of loop street shall not exceed 150 meters and both ends of loop street shall join in street having a width not less than 13.00 meters width.
Up to 600 meters	Residential street	12.00	18.00	6.00	
Length of the road exceeding 600 meters	Residential Collector street	18.00	24.00	10.00	

Note: - In respect of layouts/ housing schemes for economically weaker sections of the society sponsored by Government/ Quasi Government agencies the norms as notified by the Government in G.O.Ms.No.51, Housing (VandIAY.1) Department, dated 15.07.98 shall be followed for plot sizes, road widths and public purpose spaces etc., and subject to any modifications issued from time to time.

ANNEXURE – D
[see rule 3(3)(ix)]
GUARANTEE DEED

Rule No. -----

Where asis / are required to.....furnished a Bank Guarantee to the Sarpanch
.....Gram Panchayat for a sum of Rs.....(Rupees.) as per the orders of the
Gram Panchayatsanctioning the layout No..... Dated :.....in respect of R.S.
No.....situated at.....

I / We hereby under take to pay the Sarpanch, the said sum of Rs. (Rupees
.....) demand I / We undertake not to revoke the guarantee without
written authority from the Sarpanch,..... Gram Panchayat

Witness:

- 1.
- 2.

Signature
Bank.....

ANNEXURE - E
[(see rule 11(4))]
AGREEMENT DEED.

Agreement entered into this between Sri / Smt here in after called as the first part which term includes legal heirs and successors and the individual member and the Gram Panchayat (hereinafter called the council) as the second party where by it is agreed to as follows: -

(1) That Sri / Smt has submitted an application under Rule 3(1) of Andhra Pradesh Gram Panchayat Land Development (layout and Building) Rules 2002 issued under the provisions of clause (xvii) of sub-section (2) of the section 268 of Panchayat Raj 1994 indicating his / her intention to make layout and form new private streets or roads and dispose of sites for plotting of the land situated at under survey No.

(2) Where upon the council agreed to grant permission for making private streets and roads and sites for construction of buildings on the aforesaid land with the conditions that the cost of entire drainage works, erection of water supply mains and street lighting, water bound macadam roads, table drainage in lieu of the balance of amount, plots of equivalent value should be mortgaged at the rate of Rs. Per Sq. Meters and the following amenities i.e., asphalt roads, table drains, street light brackets and avenue plantations should be completed by Sri / Smt (first part) within one year from the date of sanction of layout as per the specifications given by the Gram Panchayat in their proceedings vide letter No. Dated:

(3) That the first party agreeing to the above conditions and has deposited cost of drainage and other works amounting to Rs. Under Challan No. dated.

(4) That the first party has mortgaged plots or land bearing R.S.Nos..... and measuring costing Rs.....in favour of the Gram Panchayat in lieu of the balance of betterment charges for providing water bound macadam roads, table drains, street light bracket and avenue plantation under a registered mortgage deed No.....

(5) That the first party only (on behalf of the second party) under takes to provide the amenities such as water bound macadam road, table drains and street light, water supply mains within one year from the date of sanction of the layout as per the specifications given by the Executive Officer of the Gram Panchayat.

The first party hereby bind himself / themselves to fulfil the above conditions imposed by the Gram Panchayat within a period of one year from the date of sanction of the layout, failing which the Gram Panchayat will be entitled to with hold the sale of plots and the grant of permission for the construction of houses under the relevant provisions of the Andhra Pradesh (Andhra Area) public health Act, 1939, or any other enactment for the time being in force. In case the party fails to comply with the conditions within the stipulated period, the Gram Panchayat is empowered to take action under the provisions of A.P. Panchayat Raj Act –1994 and auction the mortgaged plots or land and get the works completed and recover the expenses from the first party (owner) required for completing the works in the layout. The first party and his heirs shall not be entitled to raise any objection for such recovery.

In witness where of partly I affix my signature on this day already mentioned in the agreement before the following:

Witness:

Witness:

Sarpanch, Gram Panchayat
Seal

ANNEXURE – F
[(see rule 11(5))]

DEED OF MORTGAGE BY CONDITIONAL SALE

This indenture made this dayof two thousandbetween Sri.....S / o.....residing at(herein after called the Mortgagor which expression shall unless excluded by or is repugnant to the subject or context, include his legal heirs, executors, administrators and assigns) of the one party, and the Gram Panchayat called “ This Mortgagee” which expression shall unless excluded by or is repugnant to the subject or context, include his successor in office and assign of the other part:

Where as the Mortgager is the absolute and sole beneficial owner and is seized, possessed of or otherwise well and sufficiently entitled the land and the premises hereinafter described in the schedule hereunder written and hereafter described in the schedule hereunder written and for greater clearance declared on the plan annexed hereunto and thereon above with the bound areas there of coloured and expressed to be hereby conveyed, transferred and assured (herein after referred to as the said mortgage property).

And where as the mortgage applied for permission under Rule 3(1) of the Andhra Pradesh Gram Panchayat Land Development (Layout and buildings) Rules-2002 issued under the provisions of Section 268 of Andhra Pradesh Panchayat Raj Act 1994 to make a layout and form a new private street or road and building plots for residential / non – residential / industrial purposes, and in the land bearing R.S.No. Situated at.....

And where as the mortgagee having accepted the same has sanctioned the layout plan in file No..... subject to the condition that the following works as per specifications under Rule 5(1) of Andhra Pradesh Gram Panchayat Land Development (Layout and Building) Rules-2002 will be completed by the mortgagor within one year from the date of release of the final approval of the layout.

Water bound macadam roads estimated to cost Rs..... Planting of avenue trees at intervals estimated to cost Rs.....Meters.....

And where as Mortgagor according to the terms and conditions of grant has separately credited Rs. in the Gram Panchayat treasury vide Challan No..... and Dated.....towards the following works to be executed by the Gram Panchayat within one year of the date of final release of the approved layout.

Laying of underground sewers along the roads of the layout estimated to cost Rs. Laying of storm water drain culverts etc., along the roads of the layout and construction at the estimated to cost of Rs.....

Providing streetlights along with the street of the layout at.....meters intervals for the estimated cost.

(iv) Provision of water supply estimated of cost Rs.....

And whereas the Mortgagor having deposited 50% of the provisionally estimated cost of works mentioned for water supply to provide and complete the works as stated in para 2 within a period of one year from the date of release of the approved layout, in addition to the lands expressly conveyed, transferred and assured as per the description given in the schedule towards the balance of 50% of the said estimated cost of the works.

Now this indenture witness as follows:

(a) In pursuance of the rules relating to the approval of layout (hereinafter referred to as the said rules)

and in consideration of the deposit and hypothecating of the acquired lands by the mortgagee to the mortgagor pursuant to the provisions contained in the said rules, the mortgagor both hereby covenant with the mortgagee that the mortgagor shall always duly observe and perform all the terms and conditions of the said rules.

(ii) With possession of the lands and the deposit in favour of the Mortgagee, if the mortgagor completes the work as stated in para supra to the satisfaction of the Executive officer, within the agreed period of one year from the date of release of the approved layout; the mortgagee shall at the cost of mortgagor

be entitled to the retransfer of the said plots or land to the mortgagor without any further liability on the same towards the execution of works contemplated in para supra.

It is hereby expressly agreed and declared that if there shall be any breach by the mortgagor of the covenants it shall be lawful for the mortgagee to sell the mortgaged properties or any part thereof in any manner as the mortgagee shall think fit and the mortgagor shall forfeit the right of redemption as against the mortgagee.

(a) and it is hereby declared that the mortgagee shall be free to complete the said works with the amount so realized and the mortgagor shall not be entitled to question the unfettered right of the mortgagee in any court of law.

If the mortgagee has to spend additional amount for execution of the said works over and above the sale proceeds referred to in the above para, it shall be realized from the "Mortgagor" or the purchasers of individual plots in the said layout area in the same manner as property tax and the other plots not covered by the Mortgagee will be under the first charge towards the said excess amount spent by the Gram Panchayat.

That the mortgagee shall be in actual possession of the plots and continue to retain the same till the completion of the said works and the mortgagor shall not interfere with the possession interest, rights, and title of the mortgagee over the said plots in any way detrimental to the interests, rights accrued in security and charge over the said plots..... of the mortgage till the works are completed as agreed upon.

The mortgagor does also hereby agree to pay the govt. Gram Panchayat taxes over the said property if any, till the redemption of the property as the same vests automatically in favour of the Gram Panchayat.

The terms and conditions of this deed are binding and shall continue to be binding on the mortgagor, his heirs, successors, in interest, right as well as a title and ownership and none of them shall be entitled to question the correctness or the genuineness of the terms and conditions of this deed any where at any time in any court.

In witness where of the said mortgagor has herein set its hand the day and the year first above written.

SIGNED BY THE SAID MORTGAGOR

In the presence of

Witness:

Address:

Occupation:

Witness:

Address:

Occupation:

Signed by Sri.....in the office of the Gram Panchayat for and on behalf of the Gram Panchayat, in the presence of:

Witness:

Address:

Occupation:

Witness:

Address:

Occupation: