

GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Municipal Administration & Urban Development Department – The Andhra Pradesh Capital City Land Pooling Scheme (Formulation and Implementation) Rules, 2015 - Amendment – Issued.

MUNICIPAL ADMINISTRATION AND URBAN DEVELOPMENT(M2) DEPARTMENT

G.O.Ms.No:74

Dated: 14.04.2015

Read the following:

1. G.O.Ms.No.1, MA & UD (M2) Department, dated: 01.01.2015
2. G.O.Ms.No.43, MA & UD (M2) Department, dated: 09.03.2015
3. G.O.Ms.No.52, MA & UD (M2) Department, dated: 16.03.2015
4. G.O.Ms.No.58, MA & UD (M2) Department, dated: 19.03.2015
5. G.O.Ms.No.59, MA & UD (M2) Department, dated: 20.03.2015
6. G.O.Ms.No.61, MA & UD (M2) Department, dated: 24.03.2015
7. From the Commissioner, CRDA, Letter dated:13 .04.2015

ORDER:

In the G.O first read above, Government have issued the Andhra Pradesh Capital City Land Pooling Scheme (Formulation and Implementation) Rules, 2015 which is a voluntary scheme and subsequently certain amendments were made in the G.Os second to sixth read above.

2. In the G.O 3rd read above, Government have substituted the Form 9.14 "Development Agreement Cum Irrevocable General Power of Attorney", issued in G.O first read above.

3. The Commissioner, Capital Region Development Authority, Vijayawada in the reference seventh read above, has furnished Form-9.14A "Development Agreement Cum Irrevocable General Power of Attorney", in addition to Form - 9.14 issued in the G.O 3rd read above, and requested the Government to add Form 9.14A in addition to Form 9.14 so as to execute either of the Forms.

4. Government, after examination of the matter, hereby add Form-9.14A, after appropriate modifications to the proposed form in addition to Form 9.14 "Development Agreement Cum Irrevocable General Power of Attorney", issued in the G.O third read above.

5. Accordingly, the following notification will be published in an Extra-ordinary issue of Andhra Pradesh Gazette dated: **14.04.2015**.

6. The Commissioner, Printing, Stationery & Stores Purchase, AP, Hyderabad shall publish the notification in the extraordinary Gazette of Andhra Pradesh.

7. A copy of this order is available in the Internet and can be accessed at the address <http://goir.ap.gov.in/>

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

**GIRIDHAR ARAMANE
PRINCIPAL SECRETARY TO GOVERNMENT**

To

The Commissioner, Printing, Stationery & Stores Purchase, AP, Hyderabad.

(with arequest to supply 300 copies to the Government and the
Commisioner, Capital Region Development Authority, Vijayawada)

The Commissioner, Capital Region Development Authority, Vijayawada.

The District Collector, Krishna District,

The District Collector, Guntur District,

The Commissioner, Guntur Municipal Corporation, Guntur,

The Commissioner, Vijayawada Municipal Corporation, Vijayawada,

The Commissioner & Director of Municipal Administration, A.P. Hyderabad.

The Director of Town & Country Planning, Andhra Pradesh, Hyderabad.

The Accountant General, Andhra Pradesh, Hyderabad.

The Managing Director and Vice-Chairman of Andhra Pradesh Industrial
Infrastructure Corporation (APIIC)

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The Vice-Chairman and Managing Director of Andhra Pradesh State Road Transport Corporation (APSRTC);
The Vice-Chairman and Housing Commissioner of Andhra Pradesh Housing Board (APHB);
The Chairman and Managing Director, APSPDCL;
The Vice-Chairman & Managing Director, Infrastructure Corporation of AP Ltd;
The Commissioner, Panchayat Raj Department
The Engineer-in-Chief, Public Health Engineering Department
All the Municipalities/ Nagar Panchayats in Capital Region through Commissioner & Director of Municipal Administration.

Copy to

The PS to Hon'ble Chief Minister
The PS to Hon'ble Minister for MA&UD
The PS to Hon'ble Minister for Finance
The PS to Chief Secretary
The PS to Principal Secretary to Government, Revenue Department
The PS to Principal Secretary to Government, MA&UD Dept.,
The PS to Principal Secretary to Government Industries & Commerce Dept.,
The PS to Principal Secretary to Government, TR&B Dept.,
The PS to Principal Secretary to Government Finance Department;
The PS to Principal Secretary to Government EFS&T Department;
The PS to Principal Secretary to Government Housing Department;
The PS to Principal Secretary to Government I&I Department;
The PS to Principal Secretary to Government Panchayat Raj Department;
The PS to Principal Secretary to Government Energy Department;
All the Departments in AP Secretariat, Hyderabad.
SF/SC

//FORWARDED :: BY ORDER//

SECTION OFFICER

NOTIFICATION

In exercise of the powers conferred by section 18 of Andhra Pradesh Capital Region Development Authority Act, 2014 [Act 11 of 2014], the Government of Andhra Pradesh hereby make the following amendment to the G.O Ms.No.52, MA&UD(M2) Department dated:16.03.2015.

Amendment

In the G.O Ms.No.52, MA&UD(M2) Department dated:16.03.2015, after Form-9.14 "Development Agreement Cum Irrevocable General Power of Attorney", the Form 9.14A annexed to this G.O shall be added.

GIRIDHAR ARAMANE
PRINCIPAL SECRETARY TO GOVERNMENT

SECTION OFFICER

Contd...Annexure

ANNEXURE
FORM - 9.14 A
[under Rule 8(8)]
DEVELOPMENT AGREEMENT CUM
IRREVOCABLE GENERAL POWER OF ATTORNEY

This Deed of Development Agreement-Cum-Irrevocable General Power of Attorney is made and executed on this ____ day of _____, 2014, at _____, _____, by and between:

Sri. _____, S/o. Sri _____, aged about ____ years, Occupation: _____, R/o. _____.
(Hereinafter called as "Party No.1")

AND

The Andhra Pradesh Capital Region Development Authority, a statutory body constituted under the provisions of Andhra Pradesh Capital Region Development Authority Act, 2014 having office at Vijayawada, hereinafter short referred to as the "CRDA"(Hereinafter called the "Party No.2")

The expressions, "**Party No.1**" and "**Party No.2**" shall mean and include their legal heirs, legal representatives, assignees, administrators, successors in interest etc. wherever the context permits.

Whereas, _____ is the original pattadar and possessor of land admeasuring Ac.- _____ cts in Survey No. _____ situated at _____ Village, _____ Mandal, _____ District.

Whereas the said piece and parcel of land was mortgaged by the Party No.1 to the interested party by a mortgage Deed No. _____ dt that the ---- executed by the owner of the first part and the Interested party of the other part and registered with the Sub-Registrar at _____ under serial No. _____ at pages ----- to --- ---- of Volume No. ----- of Book (to be scored out if there is no interested party).

Whereas, Owners, decided to give land admeasuring Ac _____ cts described in the Schedule-A annexed hereto and hereinafter called the Schedule-A Property for the development under Land Pooling Scheme and approached the CRDA and the CRDA has agreed for the same.

NOW THIS DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE GENERAL POWER OF ATTORNEY WITNESSETH AS FOLLOWS:

NOW THEREFORE, the owner or interested party do hereby agree with the Authority as follows:

- i. The Party No.2 shall be competent to alter the boundaries, develop and make requisite changes in the land pool area as per terms of this agreement.
- ii. If the Party No.2 desires that it is necessary to take immediate possession of the land under Land Pooling Scheme area even though there is a standing crop on it, the Authority will be entitled to do so provided that compensation for the standing crop is also included in the agreement.
- iii. That the Party No.1 shall not claim any amount in addition to the amount agreed upon as aforesaid compensation and accept it without any protest.
- iv. That the Party No.1 further agree that they will not claim for payment of higher compensation in any court of law and will not be entitled to file any petitions and such petition if filed shall be void and illegal and that they shall abide by the orders of the Authority.
- v. Without prejudice to any other remedies for the enforcement of any refund or indemnity the Party No.2 may recover any sum determined and certified by the Party No.2 to be due and payable by the owner and the interested party to the Government by way of refund or otherwise under these presents as arrear of land revenue.
- vi. If any Government dues / shares / premium from this land / lands are payable by the owner or interested party and the loans of any public financial institutions are outstanding against the land / lands and same shall be deducted from the share of the Party No.1.
- vii. The Party No. 1 hereby grant the irrevocable rights to the Party No. 2 to develop the Schedule A Property under Land Pooling Scheme purpose, subject to the other terms of this Agreement and accordingly, delivered the possession of the 'A' Schedule Property to the Party No. 2. The Party No. 1 hereby grant license to the Party No. 2 and authorize and empower it to enter into and develop the Schedule 'A' Property.
- viii. It is agreed that the Party No. 1 shall handover all original documents of title pertaining to the A Schedule Property, to the Party No. 2 simultaneously on the execution of this Development Agreement Cum Irrevocable General Power Of Attorney and Party No. 2 shall hand over the same to the Party No. 1 after the completion of the entire Scheme as per the terms and conditions as mutually agreed upon.

- ix. The Party No. 1 hereby declare and assure the Party No. 2 that there are no encumbrances, prior agreements, joint family interests, leases / licenses, charges or attachments over the A Schedule Property as on date and that they have not incurred or knowingly suffered any liability or obligation in respect thereof and that there are no other person(s) having any interest in the A Schedule Property, except the Party No. 1 herein and further covenant to indemnify the Party No. 2 and to keep indemnified the Party No. 2 from all losses that may be caused due to any defect in the title of the Party No. 1 or otherwise. If there are any third party claims, title defects, the Party No. 1 shall alone be liable to settle the same on their own cost and if they fail to settle the same within reasonable time, the Party No. 2 shall be entitled, without being bound, to settle such claims on such terms as the Party No. 2 may deem proper and expedient and at the cost of the Party No. 1, which shall be binding on the Party No. 1. The Party No. 1 alone shall be liable for furnishing all the information and documents and answer the queries required for scrutiny of title or for demarcation of boundaries, etc in respect of A Schedule Property.
- x. That Party No. 1 hereby permits Party No. 2 to undertake the survey within its lands, preparing the Land Pooling Scheme and undertaking the reconstitution of the land comprised in the aforesaid Survey Nos. belonging to him/her as per the approved Policy Document of Land Pooling Scheme of CRDA.
- xi. That if the Party No. 1 sells the land in his/her possession upon after signing this Agreement then the conditions of this Agreement will be applicable on the new Land Owners.
- xii. The Party No. 2 shall develop A Schedule property as Land Pooling Scheme and all the "Original Plots" or "OP" will be reconstituted i.e., each plot will be reshaped in a manner appropriate for development and given access. The final reconstituted plots will be termed as "Reconstituted Plots".
- xiii. Land will be appropriated from each Original Plot and will be used to provide for the following components as per the Land Pooling Scheme, approved by CRDA/Government of A.P.:
- xiv. The locations of the "Reconstituted Plot" will be retained as close to its original locations as possible subject to specific planning concerns Party No. 2 reserves the right to locate the Reconstituted Plots as per approved policy of Government of A.P./CRDA.
- xv. The Party No. 2 shall be entitled to advertise for sale of its share to third parties and enter into agreements, receive consideration issue receipts, appropriate the proceeds, execute Sale Deeds or other conveyance to such third party purchasers and present the same for registration and the Party No. 1 shall not have objection in this regard.
- xvi. That after completion of the development of Land Pooling area in all respects, the Party No. 2 shall inform and deliver possession of the "Reconstituted Plots" which are allotted to the Party No. 1 under the Allotment Letters/Conveyance Deed by duly obtaining acknowledgement in writing from the Party No.1.
- xvii. After handing over of the "Reconstituted Plot", the Party No. 1 shall be at liberty to sell/allot their share of the plots and to enter into any contract or agreement for the allotment or sale of such plots at such price and on such terms and conditions as the Party No. 1 may think fit.
- xviii. The Party No. 1 shall not seek stay or stoppage of the development work on the A Schedule Property and they are entitled for damages for breach of any terms of this agreement by the Party No. 2 and the damages if entitled under law.
- xix. That all the matter difference questions, disputes arising out of present Agreement shall be referred adjudicated upon by CRDA. Interpretation of the Clauses of this agreement, the LPS process and the Policy document by CRDA shall be final and binding upon Party No. 1.
- xx. The Courts at Krishna and Guntur districts shall have exclusive jurisdiction to try and entertain any disputes arising out or in relation to this Development Agreement subject to Arbitration clause contained herein.
- xxi. That, Party No. 2 reserves the right to cancel this agreement at any point of time with out giving any reason thereof.
- xxii. Notwithstanding anything hereinabove, the rights and share of the Party No. 2 hereunder, including the powers, shall not be revoked by death, insolvency or such other reason on the part of the Party No. 1.
- xxiii. Within in the notified period from the date of the sanction of Land Pooling Scheme, the Party No. 1 and Party No. 2 shall enter into Supplementary Agreement for allotment of Final Plots. After such division the Party No. 1 and the Party No. 2 shall become the absolute Party No. 1 of their respective portion of Schedule 'A' Property comprising of "Reconstituted Plots".

SCHEDULE – A

All that the land admeasuring Ac. _____ Cts in survey No. _____ of _____
Village, _____ Mandal, _____, and bounded by:

NORTH :

SOUTH:

EAST :

WEST :

IN WITNESS WHEREOF, the Party No. 1 and Party No. 2 signed on all pages and all other parties hereto have put their hands and subscribed their signatures in the last page of this Agreement, with free will and consent on the above mentioned day, month & year, in the presence of the following witnesses:

PARTY NO. 1

Shri/Smt. _____

Age: _____

Occupation: _____

Address: _____

PARTY NO. 2

SIGNED, SEALED BY Authorized Signatory,

Andhra Pradesh Capital Region Development Authority in presence of

WITNESS 1:

Shri/Smt. _____

Age: _____

Occupation: _____

Address: _____

WITNESS 2:

Shri/Smt. _____

Age: _____

Occupation: _____

Address: _____

GIRIDHAR ARAMANE
PRINCIPAL SECRETARY TO GOVERNMENT