

Andhra Pradesh Land Development (Layout and Sub-division) Rules 2017

APPENDIX - A

[See Rule 7(3)(h) and 7(5)(k)]

Deed of Mortgage by Conditional Sale

This indenture made this day of two thousand seventeen between _

Sri S/o. resident at
(herein after called the '**Mortgagor**' which expression shall unless excluded by or is repugnant to the subject or context, include his heirs executors, administrators and assignee) of the one part, and, Urban Development Authority/Municipal corporation/Municipality/GramPanchayat, called the '**Mortgagee**'(which expression shall unless excluded by or is repugnant to the subject or context, include his successor in office and assignee) of the other part:

Whereas the Mortgagor is the absolute and sole beneficial owner and is seized, possessed of or otherwise well and sufficiently entitled to the land and premises hereinafter described in the Schedule - A hereunder written and for greater clearance delineated on the plan annexed hereunto and thereon shown with boundaries thereof coloured and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as the said 'Mortgaged Property').

And whereas the Mortgagor applied for permission under the Andhra Pradesh Municipal Corporation Act, 1955 (adapted GHMC Act 1955)/the Andhra Pradesh Municipal Corporations Act, 1994/the Andhra Pradesh Municipalities Act, 1965/the Andhra Pradesh Town Planning Act,1920/the Andhra Pradesh Metropolitan Region and Urban Development Authorities Act, 2016/the Andhra Pradesh Panchayat Raj Act, 1994 and Andhra Pradesh Land Development (Layout and Sub-division) Rules 2017to 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 S.Nos.situated at(Village).....(Mandal).....(District).

And whereas the Mortgagee having accepted the same, has sanctioned the Final Layout Plan [FLP] with No. /in File No. subject to the condition that the following works will be completed by the Mortgagor within three years from the date of communication of the Final Layout Plan [FLP] and subject to condition that on completion of the works to the satisfaction of the Executive Authority, the sanctioned Final Layout Plan [FLP] will be released.

- (a) Water bound Macadam roads/BT roads, Drains.
- (b) Providing street-lights along the streets of the layout.
- (c) Planting of Avenue trees.
- (d) Construction of Compound Wall to the Public Open space and planting of trees in the park.
- (e) Provision of water supply.
- (f) Laying of storm water drain culverts, etc., along the roads of the layout.
- (g) Provision for Water Conservation Systems.

Now this indenture witnesseth as follows:

- (i) In pursuance of the Andhra Pradesh Land Development (Layout and Sub-Division) Rules, 2017 relating to the approval of layout (herein after referred as rules) and in consideration of the deposit and hypothecating of the lands as per the Schedule - B given below by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said Rules, the Mortgagee do hereby covenant with the Mortgagor that he shall always duly observe and perform all the terms and conditions of the said rules.
- (ii) With the possession of the lands in favour of the mortgagee if the mortgagor completes the work as stated in para supra to the satisfaction of the Executive Authority, within the agreed period of three years from the date of communication of the Final Layout Plan, 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.
- (iii) 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 to the Mortgagee shall think fit and the Mortgagor shall forfeit the right of redemption as against the Mortgagee.
- (iv) And it is hereby declared that the Mortgagee shall be free to complete the said works with the amount so realised and the Mortgagor shall not be entitled to question the unfettered right of the Mortgagee in any court of law.
- (v) 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 realised from Mortgagor or the purchasers of individual plots in the said layout area in the same manner as properly tax and the other plots not covered by the Mortgagee will be under the first charge towards the said excess amount spent by the Executive Authority.

- (vi) The Mortgagor shall separately convey the private streets and roads with the amenities mentioned in paras supra and the sites reserved for parks and playgrounds, etc., in the Final Layout Plan areas to the Local Authority free of encumbrance at the his cost within a fortnight after expiry of the period allowed for the completion of the works either by the Mortgagor or Mortgagee as the case may be.
- (vii) The Mortgagor shall not during the continuance of these present charge, encumber, alter or otherwise dispose of the mortgaged property unless and until the private streets and roads, and open space intended, for parks, and playgrounds, etc., are conveyed to the Local Authority for treating them as public as indicated in para supra.
- (viii) 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 possession, interest, rights, and title of the Mortgagee over the said plots in any way detrimental to the interest, rights accrued insecurity and change over the said plots to the Mortgagee till the works are completed as agreed upon.
- (ix) That the Mortgagor shall not sell, lease or otherwise dispose of the area mortgaged and no construction shall be made in such area till the release of the Final Layout Plan [FLP].
- (x) The Mortgagor does also hereby agree to pay the Government Revenue, municipal taxes over the said property if any, till the final release of the Final Layout Plan [FLP].
- (xi) The terms and conditions of this deed are binding and shall continue to be binding on the Mortgagor, his heirs, successors in interests, 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 anywhere at any time in any count.

SCHEDULE -A:-

All that property bearing the Survey Nos., of
(village).....(mandal)..... (district) measuring
 hectares.....Acres.....sq. yds. bounded by...

North:

East:

South:

West:

SCHEDULE -B:-

The area mortgaged to the Mortgagee by the Mortgagor:

**(i) 15% of the Plotted Area measuring
.....hectares.....acres.....sq. yds. Bounded by**

North:

East:

South:

West:

In witness whereof the said Mortgagor here into set his hand the day and the year first above written.

Signed by the Mortgagor

In the presence of :

1. Witness:
Address
Occupation
2. Witness:
Address
Occupation

Signed by Sri _____ in the office of the Local Authority for and on behalf
in the presence of :

1. Witness:
Address
Occupation
2. Witness:
Address
Occupation

R.KARIKAL VALAVEN
PRINCIPAL SECRETARY TO GOVERNMENT

SECTION OFFICER