

# THE TIRUPATI URBAN DEVELOPMENT AUTHORITY AREA REGULATIONS FOR DEVELOPMENT OF LAND INTO LAYOUT AND LAND SUBDIVISIONS

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**Roc No : 559/G1/2005**

- Ref:** 1.Proceedings of the VC-TUDA in Roc No.1767/G1/2004, dt.28.10.2004.  
2. G.O.Ms.No.148, M.A., dated 21-3-2005.  
3. G.O.Ms.No.149, M.A., dated 21-3-2005.  
4.Proceedings of the Vice-Chairman, TUDA in Roc No.559/G1/2005,  
dt.2.4.2005

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As per the Provisions made under 13 and 14 of the A.P.Urban Areas (Development) Act, 1975 and also as per the Government orders issued from time to time, the T.U.D.A. hereby makes the following regulations, viz.,

1. **THESE REGULATIONS MAY BE CALLED "THE TIRUPATI DEVELOPMENT AREA REGULATIONS FOR DEVELOPMENT OF LAND INTO LAYOUT AND LAND SUBDIVISIONS.**
- 1.1 These regulations shall apply to the entire Tirupati Development Authority area.
- 1.2 **Applicability:**
  - 1.2-1 These regulations shall apply for the following:
    - a) When more than one building is proposed on any land except for accessory buildings, the owner of the land shall submit proposal for proper layout of buildings or subdivision of entire contiguous holding.
    - b) When development of any tract/piece of land is proposed which includes division and sub-division into plots for various land uses.
  - 1.2-2 The above includes all categories and types of development wherein these regulations shall be applicable viz.,
    - a. All types of residential development viz., plotted type, group housing schemes etc.,
    - b. All types of commercial, institutional and industrial development
    - c. Development of mixed land uses
    - d. Any other type of development schemes.
  - 1.2-3
    - a. All development work shall conform to the respective provisions and stipulations made under regulations. If there is a conflict between the requirement of these regulations and the requirements and stipulations in force, the requirements of these regulations shall prevail.
    - b. Provided, however, that for Low cost housing schemes undertaken by the various Government departments or T.U.D.A. or any local body, separate provisions and stipulations shall be applicable as decided by the Authority

## 2.0 OWNER'S OBLIGATION TO DEVELOP THE LAND

2.1 The owner of any land shall, before he/she utilizes, sells, leases or otherwise disposes off such land or any portion thereof, as sites for construction of any type of building or for taking up any development activity, shall.....

- a) Obtain the layout approval from the Authority
- b) Lay down and develop the roads, streets, drainage, Avenue plantation & park development as per the Authority's specifications to the satisfaction of the Authority.

2.2 No permission for the construction of buildings in such land or portion thereof shall be granted by the Authority unless the above are complied with.

## 3.0 PROCEDURE FOR OBTAINING PERMISSION FOR DEVELOPMENT OF LANDS.

3.1 Every owner who intends to carryout development of land into layout and sub-division shall give an application in writing to the Authority about their intention in the prescribed form (Annexure - 'A;).

- a) (i) Every such application shall, bear the signature of the owner of the land and Licensed Architect/Engineer/Town planner and accompanied with the scrutiny fee at the rate of **Rs.5 per 10 sq.mt.** of the entire area of the layout. The requisite layout fee/development charges shall be levied after the preliminary scrutiny of the application. The development charges payable are as detailed below.

- (ii) The requisite Layout Fee / Development Charges shall be levied after the preliminary scrutiny of the application. The development charges shall be levied at the following rates:

| No. | Type of Use   | Tirupati Zone (including Tirupati Municipality, Tirupati NMA, Trichanur, Avilala), Growth Centers and Expansion Zone around Village Settlements (Rs. Per sq m) | Rest of TUDA Region (Rs. Per sq m) |
|-----|---------------|--|------------------------------------|
| 1   | Residential   | 10   | 5                                  |
| 2   | Commercial    | 15   | 10                                 |
| 3   | Industrial    | 15   | 10                                 |
| 4   | Institutional | 10   | 5                                  |
| 5   | Others        | 10   | 5                                  |

b) Development without Prior Legitimate Permission

In cases where development has already started/commenced on site for which development permission in writing of the Competent Authority is not obtained, but where this development on site is in accordance with the provisions of these regulations, the development permission for such work on site without the prior permission may be granted by the Competent Authority on the merits of each individual case. For such development works, over and above such other charges/fees may be otherwise livable, the additional amount shall be charged on total built up area as per the following rates:

All other open uses including layout and sub-division of land. **2 times of regulation No . 3.1.a (ii)**

The Competent Authority may reduce the above fee upto 50% (only) depending on the merits of the case

- c) For the due fulfillment of the obligations like the development of infrastructural facilities in the layout imposed on the owner, the layout owner has to mortgage 25% of the plotted area in favour of TUDA which shall be released on completion of development of infrastructure facilities and on handing over the roads and open spaces to the Local Authority
- d) The layout owner(s) shall execute an agreement on Rs.100/- non-judicial stamp paper that they shall fulfill all the conditions within the time schedule and as per specifications (Annexure-'D').

- 3.2 The application shall be accompanied by a site plan drawn to a scale of not less than 1:1000 showing topo details, existing public roads, approach road to the site, sanctioned layouts around the site within a distance of 100mts. radius, Electric, Telephone lines, Vankas/streams etc.,
- 3.3 The detailed plan of the proposed site drawn to a scale of 1:500 showing all physical details and permanent features, proposed sites or plots, the community open spaces for play areas, recreation area, schools, shops etc., the alignment of existing and proposed roads as per Master plan/Zonal development plan.
- 3.4 A statement showing the number, category of plots with areas and the land use break up of the various areas like plotted area, community open spaces, roads etc., shall be furnished.
- 3.5 A true copy of the ownership title deed attested by a Gazetted Officer along with a non encumbrance certificate in original for not less than 13 years for the lands under reference shall be given.
- 3.6 A certificate from the Revenue authorities not below the rank of Revenue Divisional Officer/Mandal Revenue Officer stating that the lands under reference are patta lands.

#### 4.0 RESERVATIONS, AMENITIES AND FACILITIES TO BE PROVIDED IN LAYOUTS/SUB-DIVISIONS.

4.1 All layouts/sub-divisions shall satisfy the following requirements.

4.1-1 The proposed roads shall have the following widths depending on their length, the requirements of the prospective traffic junction and also subject to the provisions of the Master Plan or Zonal Development Plan.

a) Road widths for Residential and other types of layout (other than industrial layouts)

**The minimum road width is 12mts as per G.O.Ms.No.528 M.A., dated 25.9.98**

| Length of means of access | Width of means of access (in mts.) | Width of splay required (in mts.) | Carriage width (in mts.) |
|---------------------------|------------------------------------|-----------------------------------|--------------------------|
| Up to 240 mts.            | 12.0                               | 2.0                               | 4.0                      |
| 241 to 400 mts.           | 15.0                               | 3.0                               | 7.0                      |
| 401 to 1000 mts.          | 18.0                               | 4.5                               | 11.0                     |
| above 1000 mts.           | 24.0                               | 4.5                               | 11.0                     |

In no case the development shall be permitted unless it is accessible by a public street of width of not less than 9.0 mts.

b) Road widths for Industrial development: The means of access shall be depending upon the function, prospective traffic and length of the proposed access and shall have the following minimum widths.

| Length of means of access | Width of means of access                        | Width of splay required | Carriage width |
|---------------------------|---|-------------------------|----------------|
| Upto 600 mts.             | 13.00 mts.                                      | 3 mts.                  | 7.0 mts.       |
| Above 600 mts.            | 18.00 mts. or more as decided by the Authority. | 4.5 mts.                | 11.0 mts.      |

In no case the development shall be permitted unless it is accessible by a public street of width not less than 12.0 metres.

#### 4.1-2 Open Spaces and Space for Amenities

This regulation seeks to encourage formation of larger layouts so as to enable formation of wider roads and creation of large open spaces.

In any layout or sub-division for residential, commercial, industrial or any other type of development the minimum open space for parks, play areas, recreational space, amenities etc., shall be provided as indicated below:

| No | Size of Layout       | Minimum Open Space/ Space for Amenities | Remarks   |
|----|----------------------|---|---|
| 1  | Up to 0.5 ha         | Nil                                     | In lieu of the open space, <b>two times</b> the value fixed by the Registration Department, of the proposed open space equivalent to 10% of the layout area must be paid to Competent Authority   |
| 2  | Above 0.5 ha to 3 ha | 13% of the layout area                  | Minimum 10% of the layout area shall be provided as open space. Additional 3% shall be provided towards development of amenities OR in lieu of the same, market value fixed by the Registration Department may be paid to Competent Authority |
| 3  | Above 3 ha to 6 ha   | 12% of the layout area                  | Minimum 10% of the layout area shall be provided as open space. Additional 2% shall be provided towards development of amenities OR in lieu of the same, market value fixed by the Registration Department may be paid to Competent Authority |
| 4  | Above 6 ha to 10 ha  | 11% of the layout area                  | Minimum 10% of the layout area shall be provided as open space. Additional 1% shall be provided towards development of amenities OR in lieu of the same, market value fixed by the Registration Department may be paid to Competent Authority |
|    | Above 10 ha          | 10% of the layout area                  | Open Space to be provided   |

- ❖ The open space provided shall as far as possible be provided centrally in one place and shall be of regular shape.
- ❖ No such open spaces shall admeasure less than 450 sq m and the minimum dimension shall in no case be less than 10 m.
- ❖ Every such open space shall have an independent means of access.
- ❖ Market value on Sq.yd basis

Amenities include buffer zone, master plan road, master plan road widening proposals as per master plan

4.1-3 In the interest of general development of the area the authority reserves the right to insist on larger percentage of open spaces/amenities than the minimum specified in these regulations.

**4.1-4 Amenities & facilities Reservations:**

- a) Residential, commercial and other types of development, exceeding 20 hectares, in addition to the above open space reservations, provision shall be made for Community amenities as given in the following table:

Community amenities spaces to be Reserved in larger layouts and sub-divisions.

| Sl. No. | Type of Amenity/Reservation | Minimum area required |
|---------|-----------------------------|-----------------------|
| 1.      | School                      | 5000 sq.mts.          |
| 2.      | Shopping Centre             | 500 sq.mts.           |
| 3.      | Electric sub-station        | 12x12 mts.            |

- b) In any layout or sub-division for industrial and such similar development exceeding 20 hectare, in addition to the open space requirements, provisions shall be made for the following community amenities as given below.

Community amenity spaces to be reserved in Industrial layout

| Sl. No. | Type of Amenity/Reservation | Minimum area required |
|---------|-----------------------------|-----------------------|
| 1.      | Labour Welfare centre       | 1000 sq.mts.          |
| 2.      | Shopping centre             | 500 sq.mts.           |
| 3.      | Bus station                 | 2000 sq.mts.          |
| 4.      | Electric sub-station        | 900 sq.mts.           |

- 4.1-5 Any layout or sub-division shall take into account the provisions of the Master Plan/Zonal Development Plan and if the land is affected by any reservation including roads the authority may agree to marginally adjust the location of such reservation to suit the development without altering the area of such reservation.

- 4.2 The minimum area of residential plot facing 12mts. wide road and above shall not be less than 150 sq.mts. and the minimum width and length of such plot shall not be less than 9mts. and 16mts. respectively

4.3 **Restriction of Building Activities in Vicinity of Certain Areas**

**1. Water Bodies**

- 1) No building activity shall be allowed in the bed of water bodies like river, lake, pond or nala, etc.
- 2) No building activity shall be carried out within:
  - a) 30 m from the boundary of Rivers
  - b) 15 m from the boundary of lakes with a surface area 50 ha and above
  - c) 9 m from the boundary of lakes with a surface area of 10 ha and above and below 50 ha
  - d) 5 m from the boundary of lakes of surface area for less than 10 Ha
  - e) 5 m from major Nalas, Kasams and Canals that are interconnecting the major water bodies. These are indicated in the LAND USE ZONING PLAN
  - f) 3 m from minor Nalas as indicated in the LAND USE ZONING PLAN

## **2. Restricted Zones**

For building activity within the restricted zone near the airport or Defence areas / Military establishments, necessary clearances from the concerned Airport Authority / Defense Authority shall be obtained.

## **3. High Tension Electricity Transmission Lines**

In case of sites in vicinity of High Tension Electricity transmission lines minimum safety distance (both vertical and horizontal) of 3 m shall be maintained between the buildings and the High Tension electricity lines;

## **4. Railway Line**

In case of Railway line, a minimum distance of 30 m shall be maintained from the edge of the Railway property, and in built up areas where land cost is high, 12 m space shall be left to safeguard the interest of the Railways

## **5.0 SCRUTINY BY THE AUTHORITY**

The layout application shall be scrutinized by the Authority with reference to the Master Plan/Zonal Development Plan proposals, approach road, site conditions, the proposed locations of Community open space, proposed alignment of roads, linkages with the adjoining approved layouts, the land use break up percentage of the various areas and the overall layout pattern etc.,

### **5.1 Procedure for approval**

- (1) On payment of development charges, processing charges etc., by the developer a copy of the unsigned layout shall be handed over to the applicant for demarcation of plots, open space etc., as shown in the plan on ground preferably within 15 days from the date of receipt of the payment.
- (2) After the demarcation on the ground, proposals identifying the 25% area to be mortgaged shall be worked out by TUDA.
- (3) On necessary clearance/confirmation obtained from the Sub-Registrar the applicant shall be asked to fence the area to be mortgaged with barbed wire and to display a board indicating the particulars of plot Nos., mortgaged to TUDA and are not for sale.
- (4) On completion of the above work the letter of mortgage shall be issued to the layout developer for submitting the filled in stamped, documents.

(5) On receipt of the mortgage deed from the sub-Registrar and also the latest certificate of Encumbrance on the Property from the sub-Registrar in favour of TUDA The approved plan shall be sent to the owners/developers for development and also fencing of the open space.

A copy of the layout plan shall also be sent to the sub-Registrar of the Registration Department indicating the mortgaged area and other area permitted for sale. The sub-Registrar shall be specifically addressed to ensure that no sale transaction takes place in the mortgaged area till further communication is sent by the **TUDA**, to the **Registration** Department.

(6) The applicant shall take up the development of amenities such as formation of WBM roads, cross drainage works as per Standards, avenue Plantation along the roads and in open spaces and Rain Water Harvesting Structures in open spaces to the satisfaction of the TUDA within the prescribed period and on completion of all the developmental works shall submit requisition letter to the TUDA for release of mortgaged plots, duly handing over open spaces and master plan roads by way of registered gift deed and roads by way of gift deed to the local Authority.

(7) In case the applicant do not want to take the developmental works detailed above, the Authority may consider permitting him to pay the betterment charges to the local authority or TUDA as per the rates prescribed by them or on the actual cost of development as arrived.

(8) In case the applicant fails to undertake the developmental works, the Vice-Chairman TUDA is competent to take up auction or any mode of disposal of mortgaged plots/area without any further notice to the applicant and the amount so received by auction shall be spent for providing the amenities in the layout area

(9) The applicants are not eligible and competent to question TUDA about the receipt of the amount in the auction or allotment and also expenditure for undertaking the developmental works. The local authority shall be addressed not to approve/release any building permission in the area under mortgage to TUDA and in other plots of the layout in general and until and unless the applicant completes the developmental works/pays required charges

(10) The developer shall be asked to undertake the development of the open areas under the directions and guidance of TUDA.

(11) It shall be noted that the developer executes the deed of mortgage by conditional sale to the TUDA as per rules and the mortgage is purely a measure to ensure compliance of the condition for development of infrastructure by the developer and the TUDA is in no way accountable to the plot purchasers in the event of default by the developer. In case, the developer fails to develop the layout area with all the infrastructural facilities as specified by the TUDA the area so mortgaged in favour of TUDA shall be forfeited and also liable for any criminal action taken up by TUDA under the provisions of the A.P.U.A.(D) Act,1975.

(12) The infrastructure to be provided in the layouts located in Municipal limits and non-municipal limits and its specifications are given at Annexure – C.

## **5.2**

### **Duration of Sanction / Renewal of Development Permission**

The permission for layout development shall remain valid for two years during which the layout work shall be completed and if not completed or commenced, the permission can be revalidated on application subject to the rules then in force and payment of 20% of the fees and charges. Development Permission can be extended for a period of one year at a time for a maximum of three years

**ANNEXURE - A**  
**TIRUPATI URBAN DEVELOPMENT AUTHORITY - TIRUPATI**  
**Form of application under Section 13 & 14 of A.P.Urban Areas (Development) Act,**  
**1975 seeking permission to develop the land**

**To**  
**Vice-Chairman,**  
**Tirupati Urban Development Authority,**  
**TIRUPATI - 517 501.**

**Sir,**

I/We hereby apply for permission to carryout the development Viz., \_\_\_\_\_  
\_\_\_\_\_(type of development to be stated) in  
the land in Survey No. \_\_\_\_\_ of \_\_\_\_\_ Village \_\_\_\_\_ Panthayat  
of \_\_\_\_\_ Mandal in accordance with section -13 & 14 of the A.P.U.A.  
Act, 1975. The total area of the site is \_\_\_\_\_ Acs. Hectares ( \_\_\_\_\_ Sq.mts). I/We  
enclose herewith following for considering the approval of my/our Layout.

1. Key plan (4 copies) drawn to a scale of not less than 1:1000 showing the site in relation to the surroundings and super imposed on a village map, showing the details of existing roads, sanctioned layouts and their road network, built up areas, streams channels etc., within a radius of 100 metres.  
**The site proposed for development is shown in red.**
2. The detailed plan (4 copies) of the proposed site for development (drawn not less than the scale of 1:5000) super imposed on the revenue field sketches incorporating the existing features like approach road to the site, electrical, telephone lines, wells, drains/channels etc., duly signed by me/us and Licensed Town Planner/Engineer, showing the following details.
  - a) Boundaries of the site with measurements & field Nos.
  - b) Proposed road pattern and blocks with measurements
  - c) Community/open space with measurements.
  - d) Alignment of existing and proposed roads as per Master/Zonal Development Plan.
  - e) Statement showing area of the layout, area under plots, area under roads & open space and percentage to the total area.
3. A true copy of the ownership title deeds of the proposed site for Layout duely attested by the Gazetted Officer.
4. A non encumbrance certificate (for 13 years) for the lands under reference.
5. a) Scrutiny fees of Rs \_\_\_\_\_ at **Rs.5/- per 10 sq.mts.** is paid vide  
Challan No. \_\_\_\_\_, dated \_\_\_\_\_ of \_\_\_\_\_ Bank in  
favour of Vice-Chairman, Tirupati Urban Development Authority, Tirupati.

- b) Development charges at **Rs./10/-per sq.mt.** for an area of \_\_\_\_\_ sq.mts. and the total amount of is Rs.\_\_\_\_\_ paid vide Challan No.\_\_\_\_\_ of bank \_\_\_\_\_ dated \_\_\_\_\_in favour of Vice-Chairman, T.U.D.A. is enclosed.
- c) An agreement on Rs.100/- non-judicial stamp paper in respect of Developmental works to be taken up within the time schedule and as per specifications.
- I. I/We (jointly and severally) agree to develop the infrastructural facilities to the required standard and as per specifications prescribed by T.U.D.A.
- II. I/We hereby undertake not to utilise/sell/lease dispose of any plot until all amenities are provided as indicated in the conditions of layout, and develop all the amenities prescribed in the layout rules as per specifications.
- III I/We undertake to hand over to the concerned local body by way of gift deed all the private streets or roads after development to the prescribed standards along with lands set apart for parks and play grounds.
- IV I/We am/are prepared to mortgage 25% the in favour of the T.U.D.A. within 7 days from the date of receipt of communication from TUDA.
- V. I/We hereby bind myself/ourselves to fulfill all the conditions prescribed by T.U.D.A. within one year from the date of sanction of tentative layout, failing which T.U.D.A. will be empowered to revoke the mortgaged property.
- VI I/We request that the proposed layout may be approved to execute the works.
- VII I/We here with submit the layout plan and location plan in **Auto Cadd** format in a **C.D**

**Signature of the owner(s)**

**Name of owner(s) :**

**Address:**

**Date**

**Place:**

**Signature of the Licensed  
Architect/Engineer/Town  
Planner**

**Name:**

**Address:**

**Date:**

**Place:**

**CHECK LIST**

**(Please furnish the following along with the Layout Application)**

- |     |   |        |
|-----|---|--------|
| 1.  | Application duly signed by the Applicant & Licensed Technical Person                          | Yes/No |
| 2.  | '4' copies of Layout Plans  | Yes/No |
| 3.  | True Copy of Title deeds of the land under reference (attested by a Gazetted Officer)         | Yes/No |
| 4.  | Encumbrance Certificate for the preceding 13 years  | Yes/No |
| 5.  | No objection Certificate from the Revenue Department (R.D.O./M.R.O./IDT)                      | Yes/No |
| 6.  | Individual FMB Sketches indicating the layout sub-divisions                                   | Yes/No |
| 7.  | Combined FMB Sketch duly showing the total layout boundary                                    | Yes/No |
| 8.  | Challan No. _____, dated _____ of _____ Bank/TUDA Treasury for Rs. _____ towards scrutiny fee | Yes/No |
| 9.  | Challan No. _____, dated _____ of _____ Bank for Rs. _____ towards development charges        | Yes/No |
| 10. | Challan./B.G.No. _____, dated _____ of _____ bank for Rs. _____ towards security deposit      | Yes/No |
| 11. | Layout in AUTOCAD format superimposed on FMBs   | Yes/No |
| 12. | An agreement for taking up developmental works  | Yes/No |

**Station :**

**Date :**

**Signature of the applicant**

**(Note: Strike out which is not applicable)**

## ANNEXURE-B

### SPECIFICATIONS FOR FORMATION OF W.B.M. ROADS, C.D. WORKS, BOUNDARY PILLARS AND CONSTRUCTION OF R.W.H.S.

| Sl. No. | Road width    | Carriage way   | Berms  | Shoulders | Drain         |
|---------|---------------|--|--------|-----------|---------------|
| 1.      | 12.19m (40')  | 4.00 m   | 1.50 m | 2.00 m    | 0.50 x 0.60 m |
| 2.      | 18.28m (60')  | 7.00 m   | 1.50 m | 3.00 m    | 1.00 x 1.00 m |
| 3.      | 25.38m (80')  | 7.00 m   | 1.50 m | 6.50 m    | 1.00 x 1.00 m |
| 4.      | 30.48m (100') | 7.00 m wide on both sides with a road divider 1.20 m | 1.50 m | 4.90 m    | 1.00 x 1.00 m |

#### I. WATER BOUND MACADUM ROAD SHALL BE FORMED IN THE FOLLOWING

- 1) The sub-grade should be hard gravel soil. In case of loose soils like Black cotton/loamy soils, 30cms. thickness of gravel to be provided in two layers not exceeding 150mm each layer, and consolidated with watering to a thickness of 20cms. with a power roller of 8 to 10 tonnes.
- 2) The carriage width is to be provided with two layers of metalling. First layer is with 65mm IRC size Hard broken metal other than granite and the second layer is with 40mm IRC size hand broken granite (HBG) metal. Each layer is to be spreaded to 100mm thick loose and compacted to 75mm thick. After spreading of metal the same is to be consolidated with 8 to 10 tonne power roller. Gravel 25% of metal quantity spreaded over the metal for blindage and the road is to be consolidated with water to a thickness of 75mm with a power roller of 8 to 10 tonnes capacity. Barricading and diversification of traffic and wetting the new consolidation for a fortnight etc., complete as per standard specifications to the total width of the respective road.

#### II. CONSTRUCTION OF CROSS DRAINAGE WORKS

The road crossings are to be provided with cross drainage work such as pipe culverts or R.C.C. slab culverts to the total width of the respective road as follows.

- a) For the drain of less than 0.60m width pipe culvert is to be provided with a minimum dia of 450mm RCCNP2 class pipes and a cushion of 60cm with gravel etc., including road thickness is to be provided over the pipes. The body walls should be provided with R.R.

masonry in C.M. (1:6) and pointing with C.M. (1:4), over a bed of C.C. (1:5:10) 100mm thick and sand of 150mm thick.

b) Slab Culverts:

For the drains of more than the 2' (60cms) width the RCC slab culvert is to be provided as per IRC designs.

**III. CONSTRUCTION OF BOUNDARY PILLARS FOR PARKS AROUND THE OPEN SPACE/PARK AREA:**

The boundary pillars are to be provided with Brick masonry in C.M. (1:6) and plastered in C.M. (1:4) 20mm thick over a bed of C.C. (1:5:10) 150mm thick and sand of 150mm thick. The size of pillar is 2'-3" x 2'-3" at bottom and 1'-6" x 1'-6" at top. The height of pillar is minimum 3'-0".

**IV. CONSTRUCTION OF RAIN WATER HARVESTING SCHEME**

As per the G.O.Ms.No. 350 M.A., dated 9.6.2000 the applicant has to provide percolation pits covering atleast 10% of open space at the lowest point removing the top soil, over a portion of ground and back filled with coarse sand.

**V. PLANTATION:**

Avenue plantation along the road margins of the layout on both sides at an interval of 20'. Block plantation in the park area at an interval of 10' distance.

**SKETCHES TO BE DRAWN - ENCLOSED**

**ANNEXURE - C**  
**(To be typed & signed on Rs.100/- non-judicial stamp paper)**

Agreement entered into this \_\_\_\_\_ day \_\_\_\_\_ between Sri/ Smt. \_\_\_\_\_ here-in-after called the first party which term includes legal heirs and successors and the individual member and the Tirupati Urban Development Authority represented by its Vice-Chairman (here-in-after called Tirupati Urban Development Authority as the second party), where by it is agreed to as follows:

1. That Sri/Smt. \_\_\_\_\_ submitted an application indicating his/her intention to make layout of the land situated at \_\_\_\_\_ village under Survey No. \_\_\_\_\_ of \_\_\_\_\_ Gram Panchayat \_\_\_\_\_ Mandal.

2. Whereas the second party agreed to grant tentative permission for making private streets and roads and sites on the aforesaid land with the condition that entire drainage works, erection of water supply main, erection of electric poles, laying of WBM roads, parks with pillars should be completed by Sri/Smt. \_\_\_\_\_ (first party) within one year from the date of sanction of layout as per the specifications given by Tirupati Urban Development Authority.

3. That the first party has made security in the form of Bank guarantee/Cash Deposit in Ch.No. \_\_\_\_\_ of \_\_\_\_\_ Bank for Rs. \_\_\_\_\_ which is valid upto \_\_\_\_\_ as fixed by Tirupati Urban Development Authority for the fulfillment of layout conditions.

4. The first party agreed to the condition that the fees/charges payable by the first party for confirmation of layout shall be subject to the payment of any enhanced fee or charges that may be fixed by the second party as per the rules in force on the date of such confirmation.

5. The first party do hereby himself/themselves under take not to sale/dispose/use any plot until the second party confirms the above mentioned developments.

6. The first party do hereby bind himself/themselves to fulfill the above conditions imposed by Tirupati Urban Development Authority within one year from the date of sanction of layout, failing which Tirupati Urban Development Authority will be entitled to withhold the grant of

permission for the construction of houses, 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 Tirupati Urban Development Authority is empowered to forfeit the Security Deposit paid by the first party and to cancel the provision approval of the layout. The first party or his heirs shall not be entitled to raise any objection for such recovery or action.

**SIGNATURE OF THE FIRST PARTY**

**Name and Address**

**SIGNATURE OF THE SECOND PARTY (i.e. TUDA)  
(With Seal)**

**WITNESS:**

1.

## ANNEXURE - D

### TRANSFER BY REGD GIFT (IN PANCHAYAT AREAS ONLY)

#### (Transfer of Roads and Open place for Public Utility and Charitable purpose)

This indenture made the \_\_\_\_\_ day of \_\_\_\_\_ between Sri/Smt. \_\_\_\_\_  
\_\_\_\_\_, S/o., W/o. \_\_\_\_\_  
residing at \_\_\_\_\_ (hereinafter  
called the "doner" which expression shall where the context admits include his/her heirs,  
Executors, administrators and the legal representative of the ONE PART and the Gram  
Panchayat of \_\_\_\_\_ Panchayat constituted under the Andhra Pradesh Gram  
Panchayat Act 1969 represented by the Panchayat Secretary/Sarpanch \_\_\_\_\_ Panchayat  
(here-in-after called "donee" which expression shall where the context admits include its  
successors and assign) of the OTHER PART.

WHEREAS the donor is well and sufficiently entitled free from encumbrances to the  
piece or parcel of land and premises herein after described and intended to be hereby granted  
conveyed and assigned.

AND WHEREAS THE donor has agreed to transfer the said piece or parcel of land and  
premises to the donee as a gift for charitable and community development subject to the  
payment by the donee of all existing and future taxes, charges assessment and ground rent in  
respect of the same and the donee has agreed to accept the same subject to such conditions.

#### **NOW THIS INDENTURE WITNESSTH AS FOLLOWS:**

"That the donor both hereby give grant convey and assign upto the donee who hereby accepts  
the same ALL THAT piece or parcel of land bearing Survey No. \_\_\_\_\_ situated in the village of  
\_\_\_\_\_ in the registration sub-district of Tirupati/Chandragiri/Renigunta and more  
particularly described in the schedule hereunder written TOGETHER WITH ALL buildings, trees,  
common liberties, privileges, assessments, advantages and appurtenances whatsoever to be  
said piece or parcel of land buildings and premises or any of them is anywise appertaining or  
hereto before occupied or enjoyed therewith and all the state right title interest property claim  
and demand whatsoever of the donor into and upon the same premises to have and to hold the  
said piece or parcel of land premises hereby granted conveyed and assigned unto the donee  
that the donor now hath good right to grant convey and assign the premises hereby granted  
conveyed and assigned unto the donee in the manner aforesaid and that the donee shall and  
way at all times hereafter peacefully and quietly possess and, enjoy the said premises free from  
all encumbrances whatsoever without any lawful eviction interruption claim or demand  
whatsoever from or by the donor of any person claiming under or in trust for him and further that  
the donor and all persons having or lawfully or equitable claiming any estate or interest in the  
said premises or any part thereof from under or in trust from the donor or from or under any of  
his ancestors shall and will from time to time and at all time hereafter at the request and cost of  
the donee do execute and register or cause to be done executed an registered all such acts,  
deeds and things whatsoever for further and more perfectly assuring the said premises and  
every part thereof unto the donee in the manner aforesaid or as shall or may be reasonably  
required.

II. The Panchayat Secretary/ Sarpanch of \_\_\_\_\_ Gram Panchayat in token of acceptance of the gift has also signed this deed. In witness whereof the parties have hereby until set his hand and seal and the common seal of the \_\_\_\_\_ Gram Panchayat the donee was here unto affixed the day and year first above written.

### THE SCHEDULE TO WHICH THE ABOVE INDENTURE REFERS

All that piece and parcel of land and premises situated in the village of \_\_\_\_\_ in the registration sub-district of \_\_\_\_\_ in the registration district of Chittoor and the open space being situated as per the layout plans enclosed in the layout Plan No. \_\_\_\_\_ measuring on eastern side North to South \_\_\_\_\_ feet, Western side North & South \_\_\_\_\_ feet, Western side North & South \_\_\_\_\_ feet, Southern side East to West \_\_\_\_\_ feet, Northern side East to West \_\_\_\_\_ feet and bounded on the North \_\_\_\_\_ land, East \_\_\_\_\_ land and West \_\_\_\_\_ land containing on the whole by admeasurement \_\_\_\_\_ sq.yards and the roads as per the enclosed approved layout plan measuring road No.(1) running East to West with a length of \_\_\_\_\_ and width of \_\_\_\_\_ bounded by Plot no. \_\_\_\_\_ on North and Plot Nos. \_\_\_\_\_ in South measuring \_\_\_\_\_ sq.yards. Road No.(2) running East, West with a length of \_\_\_\_\_ feet and width of \_\_\_\_\_ feet bounded by Plot No. \_\_\_\_\_ on North and Plot Nos. \_\_\_\_\_ on South admeasuring \_\_\_\_\_ sq.yards. Road (3) running North to South with length of \_\_\_\_\_ feet and width of \_\_\_\_\_ feet bounded by Plot Nos. \_\_\_\_\_ on East and \_\_\_\_\_ Plot Nos. \_\_\_\_\_ on East and \_\_\_\_\_ Plot Nos. \_\_\_\_\_ on West measuring \_\_\_\_\_ sq.yards admeasuring total extent of open space and total extent of roads being \_\_\_\_\_ sq.yards being in Survey No. \_\_\_\_\_ of \_\_\_\_\_ village.

Signed, sealed and delivered by the above named in the presence of

**Donor**

The common seal of the Municipal Counsel/  
Gram Panchayat was here unto affixed in the Presence of

**Donee**

**ANNEXURE –E**

**DEED OF MORTGAGE**

This indenture made at \_\_\_\_\_, on \_\_\_\_\_ day of \_\_\_\_\_ 2005.

**BETWEEN**

1) \_\_\_\_\_ S/o \_\_\_\_\_ aged about \_\_\_\_\_ years

resident of Door no:

2) \_\_\_\_\_ S/o \_\_\_\_\_ aged about \_\_\_\_\_ years

resident of Door no:

**Hereinafter called the Mortgagor ( which expression shall unless repugnant to the context or his/their assigns include his / their heirs, executors, administrators and assigns) of the one part;**

**AND**

**Tirupati Urban Development Authority, Tirupati** represented by its Junior Planning Officer **Sri \_\_\_\_\_, s/o \_\_\_\_\_** aged about \_\_\_\_\_ years resident of Tirupati town.

Hereinafter called the Mortgagee ( which expression shall unless repugnant to the context or meaning include its successors in office and Assigns) 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 hereunder written and for greater clearance delineated on the plan annexed hereunto and thereon shown with the 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 provisions of Andhra Pradesh Urban areas (Develoment) act 1975 to make layout and form a new private street or road and plots for residential/non-residential/Industrial purposes and in the land bearing S. Nos ----- situated at . . . . . (Village) . . (Mandal), Chittoor district.

And whereas the Mortgagee having accepted the same has sanctioned the layout Plan in File No. . . . . subject to the condition that the development works as per specifications appended will be completed by mortgagor within one year from the date of its sanction or mortgagee can extend the period from time to time by exercising its discretion and power. If the mortgagor or his legal heirs ,executors, administrators, or assignees shall on on the \_\_\_\_\_ day of (month) 2006 completes the works for sanctioning of the layout i.e, formation of roads ,Cross drainage works ,RWHS, plantation etc to the satisfaction and as per specifications of the

authority (mortgagee) then the authority ,its executors ,administrators or successors shall at any time thereafter upon the request and at the cost of the mortgagor, reconvey the mortgaged property.

**Now this indenture witnesseth as follows:**

- (i) In pursuance of the rules relating to the approval of layout (hereinafter referred to as the said rules) and in consideration of hypothecating of the acquired lands by the Mortgagor to the Mortgagee pursuant to the provisions contained in the said Rules, the Mortgagor doth 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 in favour of the mortgagee if the mortgagor completes the work as stated in para supra to the satisfaction of the Authority, within the agreed period of one year from the date of release of the approved layout, the mortgagee shall at the cost of the 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 either conducting public auction or allotment or in any manner as the Mortgagee shall think fit and the mortgagor shall forfeit the right of redemption as against the mortgagee.
- (iv) (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.  
(b) 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 Authority.  
(c) The Mortgagor shall separately convey the private street and roads with the amenities mentioned in paras supra and the sites reserved for parks and playgrounds, etc., in the layout areas, to the local Authority free of encumbrance at his cost within a fortnight after the expiry of one year period allowed for the completion of the works either by the Mortgagor or Mortgagee as the case may be.  
(d) The mortgagor shall not during the continuance of these present charge, encumber, alter or otherwise dispose of the mortgaged property and other plots unless and until the private streets and roads and open spaces intended for parks, and playgrounds etc., are conveyed to the local Authority for treating them as public as indicated in para supra.  
(e) 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 to the mortgagee till the works are completed as agreed upon.  
(f) The mortgagor assured that the mortgaged property is free from all encumbrances in whatsoever nature and there are no interests of minors is involved

- (g) The mortgagor does also hereby agree to the Government revenue, municipal or any other taxes over the said property if any, till the redemption of the property as the same vests automatically in favour of the Municipality.
- (h) 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 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.

SCHEDULE OF PROERTY

\_\_\_\_\_ District, Sub-Registrar Office, \_\_\_\_\_ Mandal, No.  
\_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ an  
extent of \_\_\_\_\_ Acres land bounded by:

EAST :  
SOUTH :  
WEST :  
NORTH :

In between the four boundaries an extent of \_\_\_\_\_ cents land only.

The value of the above property= Rs. \_\_\_\_\_

Mortgaged to Rs. \_\_\_\_\_

In witness where of the said mortgagor has herein to set his/their hand, the day and the year first above mentioned.

1

2

WITNESS:

1.

2.

