GOVERNMENT OF TELANGANA
ABSTRACT

Municipal Administration & Urban Development Department – Hyderabad Metropolitan Development Authority – Hyderabad Metropolitan Region Land Pooling Scheme, Area Development Plan, Development Scheme (Assemblage, Formulation and Implementation) Rules 2017– Issued.

- - - -

NOTIFICATION

In exercise of the powers conferred by Sections 12, 24, 25, 26,27,28 and 29 and under Sub-Section(1) of Section 56 of Hyderabad Metropolitan Development Authority (HMDA) Act, 2008, the Government of Telangana State hereby notify the following Rules, namely, the Hyderabad Metropolitan Region Land Pooling Scheme, Area Development Plan, Development Scheme and other land assemblage projects (Assemblage, Formulation and Implementation) Rules, 2017 to promote and facilitate planned development in the Hyderabad Metropolitan Region:

RULES

1. Short title and Extent:

(a) These Rules may be called "The Hyderabad Metropolitan Region Land Pooling Scheme, Area Development Plan, Development Scheme and other land assemblage projects (Assemblage, Formulation and Implementation) Rules, 2017".

(b) These Rules shall be applicable to all the areas covered in the Hyderabad Metropolitan Region notified under Section 3 of Hyderabad Metropolitan Development Authority Act, 2008. **[Act. No.8/2008].**

(c) They shall come into force from the date of publication of the notification in Telangana State Gazette.

2. Definitions:

(a) **'Act'** means the Hyderabad Metropolitan Development Authority (HMDA) Act, 2008 **[Act. No.8/2008]**.

(b) **'Amenity'** includes road, water supply, drainage, sewerage, street lighting, electric supply, communication network, other public works, tourist spots, open spaces, parks, landscaping and play fields, club house and such other conveniences and utilities as the State Government may specify by notification to be an amenity for the purposes of the Act.

(c) **'Appellate Authority'** means the Executive Committee of HMDA or the Government.

(d) **'Area Development Plan'** means a plan prepared and formulated for an area under these Rules under Section 12 of the Act ;

(e) **'Competent Authority'** means the Metropolitan Commissioner of Hyderabad Metropolitan Development Authority and the officers designated by the Metropolitan Commissioner for carrying out and implementing the development scheme/land pooling scheme/any other land assemblage project.

(f) **'Developable Area'** means the balance area in a Scheme/Plan after excluding roads, open spaces, water bodies, buffer zones, if any, amenities sites, and sites/pockets/lands in the Scheme reserved for Capitalization charges for implementation of the Statutory Plans by HMDA;

(g) **'Developer Entity'** means the Competent Authority or a special purpose vehicle (SPV) constituted by the Government or Hyderabad Metropolitan Development Authority (HMDA) or the Hyderabad Growth Corridor Limited (HGCL) to formulate and undertake development works within the framework of a plan or development scheme/land pooling scheme/area development plan duly approved under these Rules **;**

(h) **'Development Plan'** means a comprehensive plan for the development or redevelopment or improvement of a local area within the jurisdiction of the Authority covering the whole or part thereof, conceived within the framework of the master plan, programmes and detailed proposals for socio-economic and spatial development of such area indicating the manner in which the use of land and development therein shall be carried out and includes the Metropolitan Development Plan, Metropolitan Investment Plan, Area Development Plan, Town Development Plan, Zonal Development Plan or any other plan or scheme prepared under the Act by whatsoever name known;

(i) **'Development project or Project'** means project prepared and formulated by the Authority within the framework of the Act;

(j) 'Development Scheme' – the meaning and scope shall be as given in Sections 28 and 29 of the Act , and for this, the method of securing land required for a development plan by means of land acquisition or land pooling or any other means, and the details of implementation of the Scheme in the secured land assemblage and containing detailed layouts with all supporting infrastructure and documents including conferring rights on land by specifying how this land may be used and developed, and outlines the processes to be followed , cost of development, source of finance and recovery instruments for their execution;

(k) 'Disputed Title' means a land or piece of land where ownership dispute is pending in the court of law, including Revenue courts and where there are stay orders or status quo orders from the court of law including revenue courts;

(l) 'Executive Committee' means the Committee constituted under Section 5(1) of the HMDA Act,2008;

(m) 'Government' means the State Government of Telangana;

(n) 'Land' means land and includes benefits arising out of land and things attached to the earth or permanently fastened to anything attached to the earth;

(o) 'Land Pooling Scheme' or **'land assemblage'** means assembly of individual land parcels under different ownerships into a large land parcel/site for taking up a development scheme or land pooling scheme or Project or area development plan, and providing it with infrastructure in a planned manner and return a certain developable area of the reconstituted land to the owners, after deducting the land required for public open spaces, water bodies and buffer, social amenities such as educational facilities, health facilities and other civic amenities, road network, and other infrastructure as specified under the Act, as well as such extent of land to the Competent Authority in lieu of the cost of development towards the provision of infrastructure and amenities and other costs and expenses to be incurred for the scheme and external trunk infrastructure, and lands for capitalisation and for partially meeting the expenditure towards the Statutory Development Plan requirements;

(p) 'Original Plot' in the context of development scheme/land pooling scheme/other land assemblage scheme/plan means the parcel of land vesting in the land owner as per revenue records and is in possession as on the day of notification of declaration of intention of the development scheme/land pooling scheme/other land assemblage scheme/plan/project.

(q) 'Project cost' means and includesland value i.e., sub-registrar basic value plus the project development cost.

(r) 'Project Development Cost' :means and includes the costs of development towards the provision of infrastructure, amenities, payment towards structures, if any, and other costs and expenses to be incurred for the scheme and external trunk infrastructure, and lands for capitalisation and for partially meeting the expenditure towards the Statutory Development Plan requirements, costs incurred towards registration and other statutory fees, charges,administrativeand legalcosts incurred, etc.

(s) 'Reconstituted Plot or Final Plot' means the parcel of land carved out in the development scheme/land pooling scheme/area development plan/any other land assemblage which is to be allotted to the original plot holder or to the Competent Authority and such plots shall be allotted to land owners in proportion of their Land Holding as per these rules. It may either as far as possible be located near the original plot or may be located elsewhere within the land pooling scheme development scheme/area development plan/other land assemblage scheme/project. It is arrived at by sharing of the developable area between the owners and Competent Authority in a ratio specified in Rule 13 (A) or 13 (B) keeping in view the value, location and valuation/value addition aspects and the Project Cost of the Scheme/Plan/Project;

(t) "Statutory Development Plan Road" means any road whether existing or proposed in the statutory plan in force. Words and expressions used but not defined in these rules shall have meanings assigned to them in the Act.

3. Applicability

(1) These rules shall be applicable to the entire notified area of the Hyderabad Metropolitan Region under section 3 (1) of the Act.

(2) These rules shall more particularly apply to the following categories of land assemblage and land development, namely:
   (a) All land pooling schemes under Section 27 of the Act;
   (b) All Development Schemes under Section 28 and 29 of the Act;
   (c) For facilitating infrastructure projects like road development, Corridor development, public amenities Projects, mass transit corridor project, and the like- hereinafter called as "other land assemblage project".

(3) However, in case of 3 (2) (b) and (c) above, the applicability of these Rules shall not preclude the other options of ensuring development through land acquisition or through Transferable Development Rights or negotiated settlement or any other means of land assemblage other than land pooling.

4.Committee:

A Committee comprising Senior Officers from Planning, Engineering and Revenue Units of HMDA, nominated by the Metropolitan Commissioner shall study the application for development scheme/area development plan/ land pooling scheme/ other land assemblage project regarding its feasibility, suitability and recommend the development scheme/land pooling scheme/area development plan/ other Land Assemblage Project area with justification, including the valuation aspects of land and estimated Project cost, so as to ensure nobody is put to financial loss.

5. Land Pooling Scheme / Development Scheme/ Area Development Plan/ other land assemblage project Requirements:

(1) The Metropolitan Commissioner, HMDA may undertake to develop a land pooling scheme/ development scheme/ area development plan/ other land assemblage project in their jurisdiction suo moto or upon the representation of concerned pattadars/land owners and it shall be through a SPV or Competent Authority. The land pooling scheme/ development scheme/area development plan / other land assemblage project shall be in conformity with the Zoning Regulations of the Statutory Development Plan.

(2) The Land Pooling Scheme area shall not be less than 20 Hectares (about 50 acres). There is no restriction in case of other types of land assemblage like development schemes/area development plan or any other land assemblage projects.

(3) the lands covered by such development scheme/land pooling scheme/ area development/ other land assemblage project shall be contiguous.

(4) The transfer of ownership / development rights on Original Land from the Land Owners to the Authority shall be executed through a Registered Irrevocable Development Agreement-cum- General Power of Attorney with possession to the developer entity, and the cost of such Development Agreement Deed shall be borne by the developer entity.

(5) The developer entity shall allot the final reconstituted plots to the original land owners or their legal heirs /heiresses as per the said Registered Irrevocable Development Agreement-cum- General Power of Attorney, and the cost of Conveyance of such registration of final reconstituted plots shall be borne by the development entity as per market value as on date of Conveyance. Any subsequent sale/disposal by the owner or Developer Entity of any such Final Plot shall be in accordance with the provisions of Transfer of Property Act.

(6) The land pooling scheme/ development scheme/area development plan/ other land assemblage project may include adjoining public lands/Government lands so as to ensure the scheme is viable.

(7) The land pooling scheme/ development scheme/area development plan/ other land assemblage project may make provisions for any of the following matters, namely:
   (a) The laying out or relaying out of land, either vacant or already built upon;
   (b) Layout of new streets or roads, construction, diversion, extension, alternation, improvement of streets and communications network;
   (c) The allotment of land for roads, spaces for public purposes like open spaces, gardens, recreation grounds, schools, markets, green belt, transport facilities, utilities and amenities of all kinds;
   (d) Drainage inclusive of sewerage, surface or sub-soil drainage and sewage disposal
   (e) Lighting
   (f) Water supply

(g) Providing external physical infrastructure / betterment.
(h) Preservation, conservation and protection of all heritage related subjects including water bodies.
(i) The preservation of objects of historical or national interest or natural beauty.

(8) Provided that, such a development scheme/land pooling scheme/area development plan/ other land assemblage project shall make provisions for the following:

(i) In case of land pooling schemes, an extent of land for parks, playgrounds, garden, and inclusive of land for public utilities shown as separate site, shall be reserved as per prevailing layout rules/ provisions as notified by Government from time to time. This entire area shall be deemed to be vested in HMDA. This land shall not be put to any other use other than the purpose for which it is reserved in the Scheme/Project.

(ii) In case of Development Schemes/area development plan/other land assembly projects, the above shall be as per needs/requirements.

(iii) The minimum road width in the Scheme/Project shall be as per prevailing layout rules/provisions as notified by the Government from time to time.

(iv) Balance land out of the total area (after excluding under Rule 5(8) (i) and (ii) above, and roads, water bodies, buffer zones, if any, and sites/pockets/lands in Scheme reserved for Capitalisation by HMDA shall be 'developable area' which shall be shared and allotted as given in Rule 13 (A) and 13 (B) of these rules.

(v) All the areas mentioned in 5(8) (i) and 5(8) (ii), and all areas other than developable area in the Scheme/Project shall vest with HMDA.

(vi) The details of process, roles and responsibilities under the development scheme/land pooling scheme/ other land assemblage project shall be as provided in the Schedules I to III of these Rules.

(9)(a) The Land use proposed in the development scheme/land pooling scheme/any other land assemblage project shall be in conformity with the proposals in the statutory Development Plan and the zoning regulations. However, there can be interchange of land uses within the scheme. Likewise, realignment of road network proposed in the Statutory Development Plan may be considered within the Scheme, if the said realignment is required in the overall interest for the development of the area.

(b) The Rule at 5(9)(a) shall not be applicable in respect of area development plans which may propose land uses and circulation network as per plan which is deemed to be a modification of the Statutory Plan covering the Project area.

(c) If assigned lands/government lands are included in the land pooling scheme/ development scheme/any other land assemblage project, necessary approvals/ permissions have to be obtained from the Government.

6. <u>Declaration of intention to make development scheme/land pooling scheme/ other land assemblage project:</u>

(1) (a) After identifying the potential area for development scheme/land pooling scheme/ other land assemblage project, either Developer Entity on its own or on receipt of an application from the land owners, such development scheme/land pooling scheme/ other land assemblage project shall be notified for information to the general public and others, by the authority for the willingness or otherwise of the land owners to participate in the scheme.

(b) The Metropolitan Commissioner/Developer Entity shall obtain the approval of the Executive Committee and initiate development scheme/land pooling scheme/ area development plan/ other land assemblage project for the identified area. Pursuant to the notification issued under sub-section 2 of the Section 27 of the HMDA Act, 2008 the Competent Authority shall issue a notice in **Form 1** for -Inviting objections and suggestions on the proposed development scheme/land pooling scheme/area development plan/ other land assemblage project within thirty days from the date of publication giving the in one local newspaper and publish on HMDA Website, apart from publishing up Notice in concerned Gram Panchayat office/Mandal Parishad Office/Tahsildar/R.D.O./Collector's Office.

(c) Further the Competent Authority shall invite participation of land owners in the proposed development scheme/land pooling scheme/area development plan/ other land assemblage project by receiving irrevocable consent applications in **Form 2** from the land owners.

(d) Notwithstanding anything contained under these Rules, the Government may, after making such inquiry as it deems necessary, by notification, require the Authority to make a development scheme/land pooling scheme/area development plan/ other land assemblage project in respect of any area within the Hyderabad Metropolitan Region which conforms to the provisions of this Act. For the purposes of the provisions of the Act and rules, the requisition made by the Government shall be deemed to be the declaration of intention to make a Scheme/Project.

(2)(a) After disposing the Objections/ Suggestions, the Metropolitan Commissioner shall publish the declaration in the form of a Notice in **Form 3**, giving the location, zone, area, Revenue Survey Numbers, the boundary of the area to be included in the development scheme/land pooling scheme/ other land assemblage project, and details of developer entity for information of general public and local authority and publish on HMDA Website.

(b) Copies of the said Notice shall be published in the Gram Panchayat, Municipality or Municipal Corporation, as the case may be, and in the offices of the District Collector, the Revenue Divisional Officer, the Tahsildar, the MPDO, the District Registrar and Sub-registrar in the Scheme area;

(c) The gist of the Notice shall also be published in one local newspaper.

(d) The notice shall also state that a copy of the plan of the proposed area is kept open for inspection of the land owners including the public at the office of the local body concerned, Competent Authority for development scheme/land pooling scheme/ other land assemblage project during office hours.

7. <u>Notice for Declaration of ownership</u>

(1) Upon receipt of irrevocable consent application in **Form 2**, and publication of Declaration in **Form 3**, a Notice shall be sent to the land owner in accordance with procedure in vogue seeking ownership records, encumbrances and objections on ownership, extent and boundaries, within fifteen days from the date of receipt of notice in **Form 3**.

(2) Verification of the title, extent and boundaries of the land parcels shall be done with reference to the following:

(a) The sethwar record such as KhasraPahani, Pahani / Adangal, Tippan, Record of Rights (ROR) registers and such other register available with Revenue Department.

(b) The registration record (conveyance record) consisting of all types of registered documents, encumbrance certificates, link documents and such other records available with Registrar;

(c) Records available with religious and charitable institutions / wakf institutions.

(d) The enjoyment survey duly demarcating possession / ownership of the applicant; and

(e) Hearing / enquiry conducted by the Competent Authority.

(3) Determination of Government lands, assigned lands, bhoodan lands or such other categories of lands shall be done by the Competent Authority after due verification as per rules in vogue.

(4) The Competent Authority shall examine the **Form 4** claims and the rival claims received duly verified and pass orders in **Form 5** under his seal and signature declaring the ownership and extent of the land, apportionment of the land between HMDA and owner, and entitlement of Reconstituted Plots (RP).

(5) Such cases where disputes with regard to land ownership remain unresolved shall be referred to Metropolitan Commissioner to resolve the issue as deemed fit so as to including the land under scheme/project.

(6) After Declaration of ownership in Form 5, the Competent Authority shall enter into Development Agreement with the land owners of the Scheme/Project.

8. Draft land pooling scheme/ development scheme/area development plan/ other land assemblage project:

(1) As soon as may be, after the notification of intention in **Form 1** to make the development scheme/land pooling scheme/area development plan/ other land assemblage project, the Competent Authority/ shall undertake total station survey of the Scheme/Project are and complete the preparation of the draft development scheme/land pooling scheme/area development plan/ other land assemblage project in accordance with requirements given in Schedule within 90 days.

(2) The Draft development scheme/ land pooling scheme/ area development plan/ other land assemblage project shall consist of:

(a) Combined sketch and Demarcation sketch duly showing the original lands belonging to landowners covered with area statement duly taking technical support from Assistant Director Survey & Land Records concerned.

(b) List of eligible landowners with area statement and entitlements;

(c) The draft development scheme/ land pooling scheme/ area development plan / other land assemblage project shall contain explanatory note explaining the salient features of the proposed scheme/project.

(3) The draft development scheme/land pooling scheme/area development plan/ any other land assemblage project shall be placed for approval before the Executive Committee along with objections and suggestions. The Executive Committee, if of the opinion that if more than half of the owners of the land area are not willing to join the scheme may direct that the scheme shall be withdrawn or modified as deemed fit.

(4) The land holder may opt for joint allocation, appointment of nominee(s) by way of a requisition to the Competent Authority under **Form 9A** and **Form 9-B** respectively for his entitled reconstituted plot.

9. Modification of the Scheme/ Project by the Executive Committee:

(1) The Executive Committee where it warrants, duly recording reasons there for, has the right to merge, split, alter, or revise one or more or all the components of the development scheme/land pooling scheme/area development plan/ other land assemblage project sections and to deal with each section separately as if such section were a separate sanctioned draft scheme and implement accordingly.

(2) It may also take decision to split the scheme/project in case of land parcels with disputed ownership/ undetermined status, etc. in the interest of implementing and developing the scheme/project.

(3) The provisions of the Act and the rules made there under shall, so far as may be, apply to each of such sections as if it were a separate 'sanctioned draft scheme/project'.

(4) In case of unwilling land owners in the Scheme/Project, the Executive Committee may authorize the Competent Authority to go in for land acquisition or land purchase and power to arrive at consent award as per the rules of Government.

10. Powers of Withdrawal or Modification of the Scheme/Project by the Government:

(1) At any stage, the Government may suo moto or if a representation is made to the Government by the Competent Authority or if the owners of the majority of the land extent in the scheme area represent that the Scheme/Project should be withdrawn or modified, the Government may, after inviting from all persons interested in the scheme objections to such representation, examine such representation together with the objections, and if it is of opinion that it is necessary or expedient so to do, by notification, direct that the scheme shall be withdrawn or modified as deemed fit.

(2) In the event of a development scheme/land pooling scheme/area development plan/ other land assemblage project being withdrawn, the Government may direct that the costs of the scheme/project shall be borne by the Authority or by the owners concerned as the case may be, in such proportion as the Government may in each case determine.

(3) The Metropolitan Commissioner may constitute any sub- committee to obtain technical opinion / expert opinion with respect to any issue relating to the scheme/ project.

11. Final land pooling scheme/ development scheme/area development plan/ other land assemblage project:

Upon approval by the Executive Committee, the draft development scheme/land pooling scheme/area development plan/ other land assemblage project becomes the Final development scheme/land pooling scheme/area development plan/ other land assemblage project and the Competent Authority shall publish it in **Form 7** within fifteen days of approval by the Executive Committee.

12. Unwilling owners /disputed lands within the Scheme:

The Metropolitan Commissioner shall initiate land acquisition proceedings or resolve through negotiated settlement with such land owners and include such lands of unwilling owners/disputed lands located within the Scheme. Such lands shall vest totally with HMDA and HMDA will get share on par with other land owners/pattedars.

13. Determination of Extent of Re-allotment

(1) In case of Land Pooling Schemes/Development Schemes:

(a) Extent of re-allotment will be worked out taking into consideration the requirements given in this Rule, viz., based on the net developable area available after deducting circulating spaces, open spaces, water bodies, buffer zone, amenities areas, etc.

(b) The **developable area** shall be shared between the Developer Entity and land owners as per the Project Cost calculated as mentioned below:

(i) The Project development cost borne by the developer entity;

(ii) Land value of the land owners will be calculated twice of Sub-Registrar basic value or prevailing market value of land, whichever is less.

(iii) In proportion to their share, it is sharable;

(iv) However, minimum of 30% guaranteed as the owners' share and minimum of 30% as guaranteed as Developer Entity's share.

An example showing the sharing between Developer Entity and land owners is given in **Annexure 5.**

(2) In case of Development Schemes and other land assemblage schemes:

Would be similar to 13 (1) above. The project development cost of the development project like STP, Power station, truck terminal, etc. shall not be calculated for Project development cost in sub-rule (1) (a) above.

(3) Allocation of the Re-constituted plots:

(i) shall be done as per the Final approved Scheme.

(ii) allocation of reconstituted plots in case of original holding facing existing 24 m (80 ft.) and above roads shall as far as possible, be along such road widths, and in respect of other plots shall be as per the procedure prescribed in **Annexure 5**.

14. Implementation of final and pooling scheme/ development scheme/area development plan/ other land assemblage project:

(1) After the notification of the Final development scheme/land pooling scheme/area development plan/ other land assemblage project, the Competent Authority shall take over all lands allotted to it (Authority's share of areas) and shall record the details of all such lands in **Form 8 Register**.

(2) The final development scheme/land pooling scheme/area development plan/ other land assemblage project notification under Rule 11.

(3) above shall be a deemed land development permission by the Authority. The plot owners may apply for development permission accordingly to the competent authority.

(4) Within six months from the date of final development scheme/ land pooling scheme/area development plan/ other land assemblage project notification, the Authority/developer entity shall endeavor to complete the basic formation of roads and physical demarcation and handover physical possession of plots allotted.

(5) After handing over of physical possession of reconstituted plots, a fresh sub-division survey record shall be prepared and such record shall be the basis for all registrations.

(6) Within three years from the date of final Land Pooling Scheme/Development Scheme/Area Development Plan/other land assemblage Project, in Hyderabad Metropolitan Development Authority Land Pooling Scheme Area, the Authority/developer entity shall develop the entire infrastructure in a phased manner.

(7) In case the infrastructure is not completed within 3 years the Authority/developer entity has to pay 0.5 % (half percent) of the basic value of the land per month to the owners till completion of the infrastructure as agreed in the **Form - 7**. However, the delay caused on account of court stay or status quo orders or force de majure shall be exempted for calculation of the above 3 years completion period.

15. Standards of development:

The final approved development scheme/ land pooling scheme/area development plan/ other land assemblage project shall be developed by the competent authority/developer entity with the following specifications and standards:

(a) Levelling with suitable gradient and formation of all roads with proper sub-surface and camber with LBM and mix seal (Black topping), kerbed stones, metalling of the carriageway, side drains/gutters and central medians (for roads 18 mts and above). Alternatively, developing the carriageway with cement concrete (as per BIS Code of Practice) or with interlocking cement blocks (90mm thick) of all roads including the main approach road up to the nearest existing public road.

(b) Development of pedestrian ways/footpaths with interlocking cement blocks with provisions for water percolation, shady trees, appropriate street furniture, etc.

(c) Development of drainage and channelization of nalas/drains for allowing storm water run-off. These shall be channelized in accordance with the drainage and width requirements and in such a way as to conserve or harvest the water in nearest water body or public open space, recycling of waste water, etc.

(d) Undertake street lighting and electricity facilities;

(e) Provision of independent sewerage disposal system and protected water supply system;

(f) Undertake underground ducting of all utilities and services lines either under the footpaths or central median of the roads as the case may be with proper provisions at junctions and crossings, etc.

(g) Undertake landscaping and greenery in the Scheme/ layout including avenue plantation, in public open spaces as per norms prescribed with a view to enhancing the environmental quality.Experienced and qualified Urban designers and Landscape Architects shouldbe engaged by competent authority/developer entity to undertake urban design/urban form/aesthetics aspects, appropriate greenery/tree plantations, water recycling/Rain Water Harvesting, etc.

(h) Construction of low height compound wall with iron grill to the public open spaces, and all other areas in public domain.

16. Completion of final land pooling scheme/ development scheme /area development plan/ other land assemblage projects in Hyderabad Metropolitan Region

(1) Within a period of thirty days from the date of completion of development of infrastructure, the Competent Authority, shall publish a notice of Completion of the final development scheme/ land pooling scheme/area development plan/ other land assemblage project in **Form 9** in Scheme/Project area duly furnishing the details of completion of the works along with the necessary infrastructure plans.

(2) Within thirty days after preparation of fresh survey record, the Competent Authority where the land is situated shall publish in **Form 10** the details of reconstituted plots after carrying out mutations in Land Records.

(3) Upon verification of the above details, the Competent Authority will issue the Completion Certificate in **Form 11** along with layout of final development scheme/ land pooling scheme/area development plan/ other land assemblage project.

17. Maintenance of the common infrastructure and facilities after issue of Completion Certificate:

Once the final plots allotment is completed, the Developer Entity shall form the Owners' Association with the owners of the final plots in the Scheme within six months. The Owners' Association shall be responsible for the maintenance of the infrastructure and facilities as handed over to them by Developer Entity .

18. Powers of Competent Authority:

(1) The Competent Authority or his officers shall be competent to enter and conduct land survey, and establish the true area falling under the development scheme/ land pooling scheme/area development plan/ other land assemblage project or to confirm true area of the claim of person / persons interested and ascertain the original plot area or the apportionment of land, wherever required.

(2) The Competent Authority or his officers shall have the powers to ascertain the ownership, extent and boundaries in general and specifically:

(a) To summon and examine the witnesses or the records

(b) To conduct enquires to apportion the respective claims among the multiple persons interested in a parcel of land: and

(c) To pass orders in **Form 5** after establishing the ownership of the land.

19.Approval of building permissions:

(1) In all approved development scheme/ land pooling scheme/area development plan/ other land assemblage project, the Metropolitan Commissioner shall be authority to grant any development permission or building permission as per the provisions of the statutory development plan. The Metropolitan Commissioner shall be deemed to the Special Unit for according such permissions and for enforcement in the Scheme/Plan/Project area under the provisions of the Building Rules in force.

(2) The owner of the final allotted plot shall be at liberty to develop buildings in the final allotted plot in accordance with the provisions of the prevailing Building Rules. Prior building or residential development scheme approval shall be obtained from the Metropolitan Commissioner, duly paying requisite fees and charges as per the rules applicable.

(3) The Occupancy Certificate shall be issued by the Metropolitan Commissioner in all such land pooling schemes/Development Schemes as per the prevailing Building Rules.

(4) The Metropolitan Commissioner may insist upon any other specific conditions while approving the plans mentioned at (2) above.

20. Sub-division/Amalgamation Not Allowed:

In the final approved land pooling scheme, no sub-division of plots/Amalgamation of plots shall be permissible.

21. Rounding off the share of owners:

The Competent Authority may round off the share of the owners entitlement to nearest available size plot. In case of excess allotment of land than his/her entitlement, the allottee shall pay the market value of land to the Developer Entity as fixed by the Competent Authority. In case of surrender of land by owner to the Developer Entity, the same market value price shall be payable to owner by the Developer Entity.

22. Miscellaneous:

(1) The Competent Authority's decision shall be final in all matters relating to development scheme/ land pooling scheme/area development plan/ other land assemblage project.

(2) The Competent Authority for the purposes of effective preparation and implementation of the development, may delegate powers to the extent required to the officers of the Authority.

(3) The Metropolitan Commissioner may extend the time limits for any of the activities mentioned under these rules for valid reasons and shall be competent to frame Forms/guidelines as may be required.

23.Grievances redressal and Appeals:

(1) The Metropolitan Commissioner shall act as the grievance redressal officer at any stage.

(2) An appeal shall lie with the Executive Committee on the decisions of the Metropolitan Commissioner and with the Government on the decisions of the Executive Committee, whose decision shall be final.

24. Instructions/Guidelines by Government:

The owners and the Competent Authority shall comply with any instructions/guidelines issued by the Government /Metropolitan Commissioner for effective implementation of development scheme/ land pooling scheme/area development plan/ other land assemblage project from time to time.

SCHEDULE – I
PROCESS OF THE SCHEME / PROJECT

(1) General Notification of declaration of intention to pool lands for the Scheme/ Project and calling for objections & suggestions on the intention and purpose, and claims;

(2) consider/dispose objections & suggestions and issue notice to owners under the scheme/project.

(3) Obtain irrevocable consents from owners of lands of the Scheme/Project.

(4) Enter into Development Agreement with owners.

(5) Undertake an accurate total station survey of the area of the Scheme/Project with details of all topographical features, contours, roads, drains, railway lines, water bodies, nalas, etc. and prepare a Base Map drawn to scale.

(6) Basing on the Base map drawn to scale as at (4), prepare draft land pooling scheme/ development scheme/ area development plan/ any other land assemblage project, publish the draft scheme/ Project for objections/ suggestions;

(7) After reconciliation, take further steps to notify final land pooling scheme/ development scheme/ area development plan/ any other land assemblage project.

(8) Attend to request of land holder for -
(a) Joint allocation, (b) appointment of nominee as requested by him. The nominee should be within the family.

(9) Transfer of ownership of rights to the Authority/developer entity for the purpose of implementing the land pooling scheme/ development scheme/area development plan/ any other land assemblage project.

(10) Complete basic formation of roads and physical demarcation of plots as per approved land pooling scheme/ development scheme/area development plan/ any other land assemblage project layout.

(11) Handover physical possession of reconstituted plot /final plot to the land owners.

(12) Undertake mutation in land records.

(13) Complete infrastructure development and issue Completion Certificate for the Scheme/ Project.

SCHEDULE – II
ROLE AND RESPONSIBILITY OF THE COMPETENT AUTHORITY

1. Towards land owners under land pooling scheme/ development scheme/ area development plan/ any other land assemblage project,-

(a) To prepare, approve and undertake the implementation of land pooling scheme/ development scheme/ area development plan/ any other land assemblage project and follow all applicable Acts and Rules.
(b) To issue receipt for consent application with documents in given format.
(c) To allot reconstituted plots by lottery after allocation to the landowners in the approved Scheme/Project area who surrendered their lands as per the approved land pooling scheme/ development scheme/ area development plan/ any other land assemblage project.
(d) For the owners who gave their lands with structures / poultry sheds / sheds/ trees etc., embedded to earth will get the valuation of such structure / poultry / trees etc., existing as on the date of notification under Rule 5 in Form-1 and shall get compensation accordingly. The estimated value shall be as per R & B Department norms for structures / poultry sheds/sheds/trees, etc. and as per Department norms of Horticulture / forests for Trees / topes. The compensation shall be part of the Project cost incurred by the Competent Authority.
(e) Issue statutory land pooling RPOC with alienable rights within **nine** (9) months of agreement / consent from all willing land owners.
(f) Handover physical possession of reconstituted plot within one (1) month from the date of allocation of reconstituted plots to the landowners who surrendered lands under land pooling scheme/ development scheme/ area development plan/ any other land assemblage project.
(g) Complete the development of the scheme/Project area within **three** (3) years of issue of allotment of final plots excluding the time of pendency of court cases, if any.
(h) Provide reconstituted plots preferably in one area to a land owner having original plots in different areas as per the category of original land.
(i) Provide reconstituted plots preferably in one area to different land owners requesting for joint allocation as per the category of original land.

2. Towards development of the land pooling scheme/ development scheme/ area development plan/ any other land assemblage project,-

(a) to declare areas under the land pooling scheme/ development scheme/ area development plan/ any other land assemblage project and preparation of layout plans and sector plans based on the requirement of physical infrastructure.
(b) undertake to demarcate all the plots and roads as per approved land pooling scheme/ development scheme/ area development plan/ any other land assemblage project layout and sector plan within the Scheme/Project area and give approval of layout plans / detailed plans for these.
(c) undertake to develop of grid roads / internal roads / infrastructure / services (including water supply lines, power supply, rain water harvesting, sewage treatment facilities, water treatment facilities etc. falling in the share of the land guaranteed to the land owners as per Rule 14 and 15.
(d) To undertake and integrate the off-site/ external infrastructure development in time bound manner.
(e) To undertake development in time and maintain it with all the neighbourhood level facilities i.e. open spaces, roads, community facilities and amenities and services.
(f) The reconstituted area should be divided into zones / sectors/blocks – sub-sectors with homogeneous and non-conflicting activities and preferably in one category of area in one zone/sector/block, and specify the same through detailed zoning stipulations and conditionalities for allowing developments/buildings so as to ensure the intended development of the areas in the Scheme/Project.
(g) As far as possible, the reconstituted plot may be allotted near by original plot/same sector/block.

SCHEDULE – III
ROLE AND RESPONSIBILITY OF THE LAND OWNERS

(1) To give consent application, and facilitate survey and demarcation.

(2) To give irrevocable consents through registered deeds.

(3) To prove rights over the land by submitting records such as **Pattadar Pass Book** / **Title Deed**/ Pahanies from Revenue Department and Registered Documents.

(4) To transfer ownership rights to the Competent Authority against a guaranteed return of reconstituted plot in the same Scheme/Project.

(5) Except as may be permitted herein, not to create any encumbrances after submission of consent to the competent authority for land pooling scheme/ development scheme/ area development plan/ any other land assemblage project.

(6) To handover physical possession of lands covered by development scheme to the competent authority for the land development as envisaged by the government.

(7) Harvest any standing crop (restricted to one season) at the time of notification of the Scheme.

(8) The owners shall be responsible for the following, namely:-

(a) all the required infrastructure within the reconstituted plot allotted to them
(b) obtaining all 'No Objection Certificates' as applicable for the development of the reconstituted plot and following the prevailing Development Promotion Regulations and Building Regulations / Rules depending on the type of development proposed: and
(c) payment of necessary fees and charges as per the rules for the sanction of development permission.

ANNEXURE -5

(Example of sharing of Developable area between developer entity and Land Owners)

i) Total area under land pooling	: 100 acres
ii) Land cost (A) 50 acres x 20 lakhs	: Rs. 1000 Lakhs
(B) 50 acres x 25 lakhs	: Rs. 1250 lakhs
	==========
	Rs. 2250 lakhs
	==========
200% basic value	: Rs. 4500 lakhs
(iii) Infrastructure Development cost and other statutory Fees/charges incurred by Developer entity	: Rs. 45 lakhs per acre:Rs.45 cr.
(iv) Developable area after deducting Statutory requirements for roads, parks Etc	: 60% per acre for 100 acres, 60 acres = 290640 Sq.Yards
(V) Area sharable between Developer entity and land owners	: 50 : 50
	145320 Sq.Yds : 145320 Sq.Yds

(VI) Allotment among the land owners: The land will be divided into sectors/zones. As far as possible lands situated on the existing 80' road and above will be allotted there/or nearby itself. For Remaining lands, it will be allotted in their respective sectors/zones by drawal of lots.

(VII) Developer Entity's share will be as per the layout pattern approved by they Competent Authority/Executive Committee.

The HMDA Land Pooling and other Land Assemblage Scheme Rules,2017

FORMS

(1) **Form 1 :Rule 6 (1) (a) and (b)**: Notification of Intention to undertake Land Pooling Scheme/area development plan/ other land assemblage project and for the willingness or otherwise of the land owners to participate in the scheme.

(2) **Form 2 : Rule 6 (1) (c)**: invite participation of land owners in the proposed development scheme/land pooling scheme/area development plan/ other land assemblage project by receiving irrevocable consent applications from the land owners.

(3) **Form 3 :Rule 6 (2)** : Publish the declaration

(4) **Form 4 :Rule 7 (1)**: Notice sent to the land owner seeking ownership records and claims of ownership

(5) **Form 5 :Rule 7 (4)** : Declaration of ownership and Entitlement

(6) **Form 6 :Rule 7 (6)** : Enter into Development Agreement with owners

(7) **Form 7 :Rule 8 (3):** Publishing of Draft Land Pooling Scheme/area development plan/ other land assemblage project / development scheme/area development plan/ other land assemblage project and inviting Objections and suggestions from owners

(8) **Form 8: Rule 8 (3):** Submission of objections and suggestions by owner

(9) **Form (9) (A) and (B):Rule 8 (4)** : Land owner option for joint allocation and nominees

(10) **Form 10: Rule 9:** Notification of Final land Pooling Scheme/ development scheme/area development plan/ other land assemblage project.

(11) **Form 11: Rule 14(1)** : Entering details of lands in possession/Share of Competent Authority in Register

(12) **Form 12: Rule 16(1)** : Publishing Notice of completion of Final Land Pooling Scheme/ development scheme/area development plan/ other land assemblage project.

(13) **Form 13: Rule 16 (2)** : Publishing details of reconstituted plots after mutation in land records

(14) **Form 14: Rule 16 (3)** : Issue of Completion Certificate

FORM 1 :
(Refer Rule 6 (1) (a) and (b))
Notification of Intention

NOTIFICATION OF DECLARATION OF INTENTION TO UNDER TAKE LAND POOLING SCHEME/DEVELOPMENT SCHEME/OTHER LAND ASSEMBLAGE PROJECT IN [*INSERT:* REVENUE VILLAGE NAME] FOR [*INSERT:* AREA IN ACRES]

1.The Competent Authority declares the intention to notify the area specified in **Annexure 1** for land pooling scheme/area development plan/ other land assemblage project and calls for Consent Applications from willing land owners in **Form 2**, for the lands specified in **Annexure 1** expressing consent to participate in the land pooling scheme/ development scheme/ area development plan/ other land assemblage project, in accordance with the provisions of the Act, and the broad objectives, process of the scheme, role and responsibility of Authority/Government/land owners, other salient features and terms and conditions for the land pooling scheme/area development plan/ other land assemblage project at **Annexure 2.** The applications shall reach the HMDA within thirty (30) days from the date of publication of this notification from the willing owners.

2. Objections and suggestions from interested persons within 30 days from the date of publication of this notification; and Any objections or suggestions which are received after the due date or which do not clearly explain the nature of the senders interest in the proposed lands are liable to be summarily rejected.

3. A copy of the plan of the proposed area for the land pooling scheme/Development Scheme/other land assemblage Project is kept open for inspection of the land owners including the public at the office of the Competent Authority for Land Pooling Scheme / development scheme/ /area development plan/ other land assemblage project during office hours and also in the web site of the Authority.

4. The Competent Authority will conduct stakeholder consultations in the villages in order to explain the details of the scheme in due course.
Enclosure: Format of Consent Applications from the Landowners in **Form - 2**
Place:
Date:

Competent Authority ,
HMDA

ANNEXURE - 1
SY. NUMBERS & EXTENT COVERED IN THE SCHEME/PROJECT

----------(V), ---------- Mandal, ----------District		
Sl. No.	Revenue Survey Number	Approx. Extent (in Acres-Guntas)
----------(V), ---------- Mandal, ----------District		
Sl. No.	Revenue Survey Number	Approx. Extent (in Acres-Guntas)

ANNEXURE 2

1. **Broad Objectives:**

---

2. **Process of the Land Pooling Scheme/ Area Development Plan/ Other Land Assemblage Project:**

---

3. **Role and responsibility of Authority/Government/land owners:**

4.**Salient Features of the Land Pooling Scheme/ Area Development Plan/ Other Land Assemblage Project:**

---

5. **Terms and Conditionsfor the Land Pooling Scheme/Area Development Plan/ Other Land Assemblage Project:**

FORM-2
(Refer Rule 6 (1) (c)
APPLICATION FORM WITH AFFIDAVIT TO TAKE PART IN LAND POOLING SCHEME/ DEVELOPMENT SCHEME / AREA DEVELOPMENT PLAN/ OTHER LAND ASSEMBLAGE PROJECT

To
The Competent Authority for Land Pooling Scheme/ Development Scheme/ Area Development Plan/ Other Land Assemblage Project /,
Hyderabad Metropolitan Development Authority
HYDERABAD

Sir,

Sub.: Consent Application for becoming partner(s) under the 'Land Pooling Scheme (LPS)/ development scheme/ /area development plan/ other land assemblage project / and allotment of developed and reconstituted land in lieu of compensation amount-Regarding.

Ref.: Notice of Competent Authority for Land Pooling Scheme/ Development Scheme/ Area Development Plan/ Other Land Assemblage Project published in ----------Newspaper dated. --------- and HMDA Website

^^^^

1. I /we ----------S/o ----------am/are the individual owner(s)/co-sharers, identified with the land as per the description mentioned in Annexure 1 of said Notice in Ref. cited, and do hereby agree to the land pooling scheme(LPS) / Development Scheme/ Area Development Plan/ Other Land Assemblage Project, and thereby willing to forego my/our alienable rights in land in favor of Competent Authority and allotment of part of the developed land as per my/our entitlement at the time of final notification of LPS / Development Scheme/ Area Development Plan/ Other Land Assemblage Project in lieu of consideration by Competent Authority as detailed in the Act and the rules and the terms and conditions of the notice in the reference.

2. A copy of the documents confirming that the above land is under my / our ownership, is enclosed for reference / record. Original copies shall be provided during further deliberations with officials of Competent Authority.

3. This is to submit that I / we have read/got explained and understood the provisions of the Land Pooling Scheme/ Development Scheme/ Area Development Plan/ Other Land Assemblage Project vide reference above and the detailed notified rules and procedure. I / We wish to become partner(s) in the development process under the said Land Pooling Scheme / Development Scheme/ Area Development Plan/ Other Land Assemblage Project and am / are willing to surrender our land for undertaking the said Land Pooling/area development plan/ other land assemblage project.

4. Further, I / we agree to the final allotment of proportionate share of 'Developable Area' in accordance with the provisions of the Rules and our Holding as per the Land Pooling Scheme plan/ Development Scheme/ Area Development Plan/ Other Land Assemblage Project prepared within the framework of approved Development Plans and rules.

5. I / We are fully conscious that, having opted to become partners under the land pooling scheme/area development plan/ other land assemblage project I / we would have no right, whatsoever, to claim, any cash compensation or any other benefits under prevailing LA, R&R Act, 2013.

6. I / We enclose the Declaration at **Annexure-3**.

7. I/We state that the contents mentioned above are true and correct to the best of my/our knowledge and belief and which I/We believe to be true and correct. No part of it is false and nothing material has been concealed therein. I/We undertake to abide by the options exercised on our own in this affidavit in accordance with the provisions of land pooling scheme/area development plan/ other land assemblage project and agree that the option exercised by me/ us is irreversible.

8. Further, I/We declare that the alienation/Transfer of land for land pooling scheme/area development plan/ other land assemblage project is not in contravention of the provisions of The Telangana Land reforms (Ceiling on Agricultural Holdings) Act 1973, The Urban Land (Ceiling and Regulation) Act, 1976, The Telangana Scheduled Areas Land Transfer Regulation, 1959 and The Telangana Assigned Land (Prohibition of Transfer) Act, 1977 as adopted by Telangana State in case of private lands.

9. I/We got Ryotwari land ownership/possession over the land mentioned in Schedule 2. There are no pending civil disputes regarding the title/possession/any interest whatsoever over the property.

10. I state that No Government /Endowment/Wakf lands are there in the schedule mentioned property proposed for the land pooling scheme/area development plan/ other land assemblage project.

11. I state that the lands are not covered by unsettled Inam/ Abolition Acts.

12. I state that the lands are not covered by any land acquisition notification/ alienation proposals.

13. I state that there are no amounts due to the Government or any Bank or Agency. (or) I state that an amount of Rs…….. is due to ……(name of the institution/agency) (strike of whichever is not applicable).

ANNEXURE 3

DECLARATION

I / we the following:

Name	S/o.	Age	Resident of:

I/We do hereby affirm and state that the information provided in this Consent Application are true and correct and that the consent given by me / us are true and correct to the best of my / our knowledge and belief and nothing material has been concealed there from. I further consciously state that I / we opted to transfer of my / our land to the land pooling scheme/area development plan/ other land assemblage project without any coercion, force or undue influence whatsoever by any person or authority.

Yours faithfully,

Sy No. -------- of ----------(V) ---------- Mandal Land owner(s) name	Signature

Place:
Date:
Complete Postal Address:
Contact Phone Number: Contact Mobile No.
Contact email (if Any):

FORM -3
(Refer Rule 6 (2))
Publishing the Declaration

NOTIFICATION OF DECLARATION FOR PREPARATION OF LAND POOLING SCHEME/DEVELOPMENT SCHEME/AREA DEVELOPMENT PLAN/ OTHER LAND ASSEMBLAGE PROJECT

Ref: 1) Notice of Competent Authority for Land Pooling Scheme/Development Scheme/Area Development Plan/ Other Land Assemblage Project published in ----------Newspaper dated. --------- and HMDA Website
2) Consent Applications received from Owners

^^^^

After verifying the Consent Applications of the Owners and verification of the Objections and Suggestions received and after conducting enquiry on the Objections and Suggestions received, and with prior approval of the Executive Committee, HMDA, the following area is declared as the finalized area for taking up and preparation of draft Land Pooling Scheme/Development Scheme/Area Development Plan/ other land assemblage project.

ANNEXURE 4
SY. NUMBERS & EXTENT OF FINALISED AREA COVERED IN THE SCHEME/PROJECT

----------(V), ---------- Mandal, ----------District			
Sl. No.	Revenue Survey Number	Approx. Extent (in Acres-Guntas)	Remarks
----------(V), ---------- Mandal, ----------District			
Sl. No.	Revenue Survey Number	Approx. Extent (in Acres-Guntas)	Remarks
Place:			
Date:		Competent Authority for Scheme/Project	

FORM 4
(Refer Rule-7 (1))
Notice to the land owners seeking ownership records & Undertaking

Ref:1) Notice of Competent Authority for Land Pooling Scheme/Development Scheme/Area Development Plan/ Other Land Assemblage Project published in ----------Newspaper dated. --------- and HMDA Website
2) Consent Applications received from Owners
^^^^

From
The Competent Authority for Land Pooling Scheme/Development Scheme/Area Development Plan/ Other Land Assemblage Project,
Hyderabad Metropolitan Development Authority
HYDERABAD
To

After verification of your Consent Application and the ownership aspects and disposal of rival claims of ownership in Sy No. ------- of ---------- (V), ---------- Mandal,----------District, the Competent Authority for Land Pooling Scheme/Development Scheme/Area Development Plan/ Other Land Assemblage Project hereby instructs you to submit the following Documents:

Documents to be attached:	
Copy of pattadar pass book / TD	Title deed
Link documents	D Form patta (Assigned land)
Encumbrance certificate for 15 years	
Undertaking on Rs. 100 Stamp Paper and Notarised in Format in Annexure 5	

ANNEXURE 5
UNDERTAKING (On Rs. 100 Stamp Paper and Notarised)

Ref: 1) Notice of Competent Authority for Land Pooling Scheme/Development Scheme/Area Development Plan/ Other Land Assemblage Project published in ----------Newspaper dated. --------- and HMDA Website

2) My/Our Consent Application for becoming partner(s) under the 'Land Pooling Scheme (LPS) /Development Scheme/ Area Development Plan/ other land assemblage project' and allotment of developed and reconstituted land in lieu of compensation amount

^^^^

We affirm that vide ref. 2) cited, I/we have exercised the irrevocable option to become partners under the 'Land Pooling Scheme /Development Scheme/ Area Development Plan/ other land assemblage project ' after complete understanding of the Scheme/Project and its provisions stipulated in the notified rules without any pressure or persuasion by any other person or authority. The contents of my above Consent Application are true and correct to the best of my/our knowledge and belief and which I/we believe to be correct. No part of it is false and nothing material has been concealed therein.

I/We covenant / undertake to abide to the terms and conditions in accordance with the notified Land Pooling Scheme/Development Scheme/ Area Development Plan/ other land assemblage project and detailed Rules to this effect, and Affirm that:

1. We are the owners of the Land in Sy. Number ---------- of ---------- (V), ---------- Mandal,----------District;
2. That the said land is free from all kinds of encumbrances such as prior sale, gift, mortgage, disputes, litigation, requisition, attachment in the decree of any court, lien, court injunction, notices, claims, Will, trust, exchange, lease, loan, surety, security, stay order, prior agreement to sell, collaboration, Memorandum of Understanding, joint venture, court attachment, stay order, family disputes, trespassers, structures, transformers, squatters, option, security interest, liability, place(s) of worship, hazardous material, pollutants, underground/over head water tanks, pipelines and transmission lines, water body(ies), wells, or any other proceeding or encumbrance etc of any kind.
3. That there is no order of attachment by the Income Tax Authorities/Bank/or any other authorities under the law for the time being in force or by any other authority in respect of the said Land.
4. That there is no notice of default or breach on the part of the Owner of any provisions of law in respect of the said Land.
5. We understand that the Land owner shall be responsible for ensuring that the pooled land is free from all encroachments till issue of Land Pooling Ownership Certificate by Competent Authority. All encumbrances/ encroachments on the land returned to land owner at a later date shall not be responsibility of Authority.
6. We understand that in case any of the representations/assurances made by the land owner are found to be untrue/false and/or if the whole or any portion of Competent Authority share is ever taken away or goes out from the possession of the Competent Authority on account of any legal defect in the ownership and title of the land owner, then the land owner will be liable and responsible to make good the loss suffered by the Competent Authority and shall keep the Competent Authority saved, harmless and indemnified against all such costs, damages, losses suffered by the Competent Authority.
7. We understand that the land owner shall neither challenge possession of Competent Authority land share nor shall they seek injunction against the construction over the Land by the Competent Authority or his contractor (s) or their agents.
8. We understand that that in the event of any grievances at any stage, it shall be sorted out by the Competent Authority for the Land Pooling Scheme/Development Scheme/Area Development Plan/ Other Land Assemblage Project and such decision shall be binding on us.
9. We understand that that the reconstituted plot in the Scheme/Project shall be allotted by lottery.
10. We understand that that reconstituted plots will be provided as far as possible in one area to a land owner having original plots or in different areas within the Scheme if not possible due to layout pattern and other requirements of the Scheme.

11. We understand that that reconstituted plots will be provided in one area to different land owners requesting for joint allocation as per the category of original land.

Sy No. -------- of ----------(V) ---------Mandal Land owner(s) name	Signature

Witness:

// Attested//

Place:

Dated: **NOTARY**

FORM 5
[Refer Rule-7 (4)]
Declaration of ownership and Entitlement

Ref:1) Notice of Competent Authority for Land Pooling Scheme/Development Scheme/Area Development Plan/ Other Land Assemblage Project published in ----------Newspaper dated. --------- and HMDA Website
2) Consent Applications received from Owners
3) Objections and Suggestions received from Claimants of lands
4) Declaration of Competent Authority to undertake preparation of Land Pooling Scheme / Development Scheme/ Area Development Plan/ other land assemblage project
5) Submission of Documents and Undertaking by owners

^^^^

In pursuance of the Declaration and Submission of Documents and Undertaking, it is found that Sri / Smt._____, S/o / W/o _____is the established owner in Sy No. ---------- of ----------(V), ----------Mandal, ----------District, to an extent of Ac. _____ …….. / Assigned lands, Ac.------- and executed consent agreement with the Competent Authority and handed over lands.

As per Rule II (o) read with Rule 5 (8) (iii) of the HMDA Land Pooling and other Land Assemblage Scheme Rules,2017, and in accordance with the Draft Scheme/Project, a share of developable area of the Scheme/Project specified by the Authority for reconstituted plots / land for re-allotment to lands owners Sri / Smt. _____, S/o / W/o _____ is entitled for allotment of an extent of _____ Square Yards

Place: Competent Authority

Date

To
Sri / Smt._____
_____

Copy to the Tahsildar,----------
Copy to the Sub Registrar,----------

FORM 6

[Refer Rule 7 (6)]

Development Agreement between Developer Entity and land owners

Ref.: 1) Notice of Competent Authority for Land Pooling Scheme/Development Scheme/Area Development Plan/ Other Land Assemblage Project published in ----------Newspaper dated. --------- and HMDA Website
2) Consent Applications received from Owners
3) Objections and Suggestions received from Claimants of lands
4) Declaration of Competent Authority to undertake preparation of Land Pooling Scheme / Development Scheme/ area development plan/ other land assemblage project
5) Submission of Documents and Undertaking by owners
6) Declaration of ownership and Entitlement

***

This Deed of Development Agreement-Cum-Irrevocable General Power of Attorney is made and executed on this _____ day of _____, 201--, at _____, _____, by and between:

Sri. _____, S/o. Sri _____, aged about _____ years, Occupation: _____, R/o. _____.

(Hereinafter called as "Party No.1")

AND

The HMDA or Competent Authority, a statutory body constituted under the provisions hereinafter short referred to as the "HMDA" (Party No. 2), which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said HMDA, acting through its Metropolitan Commissioner as PARTY NO. 2.

OR ----------Development Entity under Rule 2 (g) of the "HMDA Land Pooling and other land assemblage Scheme Rules,2017"

(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, the Government of Telangana has constituted the Hyderabad Metropolitan Region covering Hyderabad City and surrounding areas with approximate area of 7228 sq. km and constituted HMDA under the aegis of HMDA Act, 2008;

Whereas the Party No. 2 has powers under the HMDA Land Pooling and other Land Assemblage Scheme Rules, 2017, to undertake and develop a Land Pooling Scheme/Development Scheme/ Area Development Plan/ other land assemblage project in the said Hyderabad Metropolitan Region;

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 the said land / lands have been published vide Notice of Declaration of Intention in Form 1 under Rule VI (1) (b) of HMDA Land Pooling and other Land Assemblage Scheme Rules,2017in Gazette Issue No. _____ Dt. _____ and published in News Papers on _____ and whereas the Party No.1 and the interested party and the Authority agreed for the handing over and taking over of the measuring an extent of Ac.____cents in Survey No._____ of _____ Village _____Mandal _____ District and in lieu of contribution of the land by the owner to the Authority the land owner is agreed for the his / her share of re-allotment of re-constituted plot/s for an extent of _____ Sq.Yds.

Whereas, Tahsildar, _____ Mandal and Revenue Divisional Officer _____ division issued Pattadar Pass Book No._____ and Title Deed No._____ with Khatha No.___ in favour of Owner in respect of the above land.

OR

Whereas, Sri._____ sold the above land to the Owner No.__ herein under vide registered sale deed dated _____ bearing document no._____ on the file of _____.

Whereas, Owners after pursuing the Land Pooling Scheme/Development Scheme/ Area Development Plan/ other land assemblage project rules understood the Land Pooling Scheme/Development Scheme/ Area Development Plan/ other land

assemblage project, decided to give land admeasuring Ac_____Gtsin survey No._____ of _____ Village, _____ Mandal, _____ District, more particularly described in the Schedule-A annexed hereto and hereinafter called the Schedule-A Property for the development under Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project and approached the HMDA and the HMDA 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 Competent 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 Development Agreement -cum- Irrevocable General Power of Attorney.

(ii) If the Party No.2 desires that it is necessary to take immediate possession of the land under Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project area even though there is a standing crop on it, the Competent Authority will be entitled to do so provided that compensation for the standing crop is also included in the agreement.

(iii) 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.

(iv) 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.

(v) The Party No. 1 hereby grant the irrevocable rights to the Party No.2 to develop the Schedule A Property under Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project purpose, subject to the other terms of this Agreement and accordingly, delivered the possession of the **Schedule A** 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.

(vi) It is agreed that the Party No. 1 shall handover all original documents of title pertaining to the **Schedule A** Property, including the receipts for utilities, property tax receipts, etc., 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.

(vii) 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 **Schedule A** 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 **Schedule A** 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, 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 **Schedule A** Property. That the Owner shall alone be responsible for defects, if any, in the title or any third claim or institution claims, bank claims or any other claims or any prior agreements, it any by the third parties and their claims or any litigations shall make good of the same to his own cost, expenses and the Party No. 2 shall not be responsible for the same with regard to the title over the land.

(viii) That Party No. 1 hereby permits Party No. 2 to undertake the total station survey within its lands plots/premises, demarcate the road alignments and other features, for preparing the Base Maps and Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project drawings/maps, etc. and undertaking the reconstitution of the lands comprised in the aforesaid Survey Nos. belonging to him/her as per the provisions of the HMDA Land Pooling and other Land Assemblage Scheme Rules,2017. The Party No. 1 shall not create any objections or hindrance.

(ix) The Party No. 1 will hand over the land as per the Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project to the Party No. 2 to earmark the land for various purposes under Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project of HMDA.

(x) 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.

(xi) The Party No. 2 shall be entitled to include any other land for the purpose of developing the same along with the **Schedule A** Property, without any further reference to the Party No. 1, on such terms as the Party No. 2 may deem it expedient for the Party No. 2, without anyway reducing the Schedule Areas and enter into suitable agreement with third parties.

(xii) The Party No. 2 shall develop **Schedule A** property as Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project 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) The cost of Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project shall include all statutory fees & charges like development charges, Change of land use/ conversion charges (if applicable), payment of Land Conversion from Agricultural to Non– Agricultural Charges, Registration charges and other administrative charges and infrastructure facilities development costs. The components of infrastructure include roads with street lighting, water supply, Sewerage lines & Sewerage Treatment Facility, Development of open spaces and Greenery and Avenue Plantation and Rain Water Harvesting/water recycling systems, and underground cabling/ducting of utilities. These ,however, may change subject to requirements on ground.

(xiv) The notified ----------Final Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project (After issue of Final Notification) shall be deemed to be development permission and all building permissions shall be scrutinized accordingly in accordance with the zoning regulations and prevailing building rules.

(xv) The land required for open space, amenities and utilities will depend on the population to be housed in the area which will in turn depend on the uses that are permitted in the Zoning Regulations and

prevailing Building Rules applicable in the ----------Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project.

(xvi) 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/Reconstituted Plot Deed (RPD) 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.

(xvii) The Party No. 2 shall be entitled to do and is hereby authorized to approach the government, State, Central or Local or other Authorities/Organizations for the purpose of any permission, grant, service connection etc., and for the purpose of carrying out the development works including submission of plans permission etc., in respect of **Schedule A** Property.

(xviii) That after completion of the development of Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project. 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.

(xix) 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. This clause is incorporated in the interest of prospective purchasers and the scheme.

(xx) That all the matter difference questions, disputes arising out of present Agreement shall be referred adjudicated upon by the Metropolitan Commissioner, HMDA. Interpretation of the Clauses of this agreement, the Final Land Pooling Scheme/ Development Scheme/ area development plan/ other land assemblage project approved by the Executive Committee shall be final and binding upon Party No. 1.

(xxi) That if due to any unforeseen reason the said Land Pooling Scheme/ Development Scheme/area development plan/other land assemblage project is not extended then the decision taken by the Commissioner, HMDA in this regard shall prevail.

(xxii) The District Courts in Hyderabad Metropolitan Region 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.

(xxiii) That, Party No. 2 reserves the right to cancel this agreement at any point of time without giving any reason thereof.

(xxiv) Notwithstanding anything herein above, 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.

(xxv) The Party No. 1 and the Party No. 2 shall enter into Supplementary Agreement for earmarking their respective shares after final approval of Land Pooling Scheme/ Development Scheme/area development plan/ other land assemblage project by the Authority and register the same. The extent will be determined based on net area available after deducting circulating spaces, open spaces and Social Amenities, housing for poor components etc., Developer Entity's share to meet the expenditure of roads and civic infrastructure, administrative and legal costs, Registration Charges and other expenditure for developing public amenities.

(xxvi) Within _____ days from the date of the sanction of Land Pooling Scheme/ Development Scheme/area development plan/ other land assemblage project, the Party No. 1 and Party No. 2 shall enter into Supplementary Agreement for allotment of Final Plots. The Developer shall allot the **Schedule "B"** Areas to the Party No. 1. 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._____ Gts in survey No._____ of _____ Village, _____ Mandal, _____, _____District, 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: _____ Contact Phone/Mobile No.----------

PARTY NO. 2
_____
_____

SIGNED, SEALED BY Authorized Signatory, HMDA/Developer Entity

WITNESS 1:
Shri/Smt. _____
Age: _____
Occupation: _____
Address: _____ Contact Phone/Mobile No.----------

WITNESS 2:
Shri/Smt. _____
Age: _____
Occupation: _____
Address: _____ Contact Phone/Mobile No.----------

SUPPLEMENTARY AGREEMENT

This Deed of Supplementary Agreement is made and executed on this _____ day of _____ 2015 at ----------, by and between:

Sri. _____ ,S/o _____ aged about _____ years, Occupation: _____, R/o. _____.

(Hereinafter called the "Party No.1")

AND

The HMDA, a statutory body constituted under the provisions of HMDA Act, 2008 having office at Hyderabad,/Developer Entity hereinafter short referred to as the "HMDA/Developer Entity" (Party No. 2), which expression shall, unless repugnant to the context or meaning thereof, always mean and include HMDA/Developer Entity, acting through its (to be decided) as Party No. 2.

(Hereinafter called the "Party No.2")

The expressions, "Party No.1" and "Party No.2" shall mean and include their legal heirs, assignees, agents, successors in interest, liquidators, executors, directors, Successor-in-office etc., unless the context otherwise requires.

Whereas, the expressions Party No.1 and Party No.2 shall mean the same as assigned to them in the registered Development Agreement cum Irrevocable General Power of attorneys dated _____ bearing documents No._____, Dated _____ bearing document No._____ on the file of Sub-Registrar, _____ hereinafter referred to as Principal Agreements.

Whereas the owner in Sy. No. _____ of ----------(V) have entered into the Principal Agreement dated _____, bearing documents No. _____ with the Party No.2 for the development of the land admeasuring Ac._____ Gts in Survey No._____ and Ac. _____ Gts in Survey No. _____ totally admeasuring Ac._____ Gts situated at _____ village, _____ A of the Principal Agreement on the file of Sub-Registrar, _____ District under ----------Land Pooling Scheme/area development plan/ other land assemblage project.

Whereas, the Party No.2 has developed the Land of Party No.1 under L.P.S duly following the guidelines under Land Pooling Scheme/Development Scheme/area development plan/ other land assemblage project.

Whereas, Party No.1 and Party No.2 on mutual understanding agreed to distribute the developed plots as for the terms mentioned in Principal Agreement & Supplementary Agreement and decided to reduce the same into writing to avoid the future doubts.

NOW THIS SUPPPLEMENTARY AGREEMENT WITHNESSTH AS FOLLOWS:

1. After developing the Land into Plots duly following the guidelines the plots shown in Schedule-A have been allotted to Party No.1 as per their share. And they become absolute owners at plot mentioned in Schedule-A
2. The plots shown in Schedule-B are allotted to Party No.2 as per the share as mentioned in the Principal Agreement.
3. The Party No.1 are entitled to sell or lease or licence or any manner the Schedule-A Property allotted to them as they become absolute Owner of the Plots as mentioned Schedule-A.
4. The Party No.2 is entitled to sell or lease or licence or any manner the Schedule-B areas allotted to it, without any further reference to Party No.1.
5. The Party No.2 is entitled to avail a project loan by securing the areas allotted to it from the Bank/Financial Institutions by depositing the original Principal Agreement and other documents by way of equitable mortgage by depositing the title deeds and Register the same before concerned Sub- Registrar by exercising the power of attorney mentioned in clause 17 of the Principal Agreement.
6. Hereinafter, the Party No.1 and /or the Party No.2 are entitled to sell their share of the developed areas to the third party/ies and enter into agreements, receive consideration, issue receipts, execute sale / conveyance deed/s or any other deeds as may be necessary, from time to time.
7. Subject to the above modifications, all the terms and conditions of the Principal Agreements are in full force in all respect and binding on both the Parties.

SCHEDULE-A
(Plots allotted to the Party No.1)

Sy. No	Plot No	Extent	Boundaries

SCHEDULE-B
(Plots allotted to the Party No.2)

Sy. No	Plot No	Extent	Boundaries

IN WITNESS WHEREOF, the Party No.1 and Party No.2 executed this Supplementary Agreement with their free will and consent on ----- day,---------- month ------ year, in the presence of the following witnesses.

WITHNESSES: PARTY NO.1
1.
2.
WITHNESSES: PARTY NO.2
1.
2.

FORM 7

(Refer Rule 8(3))

Publishing of Draft Land Pooling Scheme/Development Scheme/ area development plan/ other land assemblage project inviting Objections and suggestions from owners

Ref: (1) Notice of Competent Authority for land Pooling Scheme/Development Scheme/area development plan/ other land assemblage project published in ----------Newspaper dated. --------- and HMDA Website

(2) Consent Applications received from Owners

(3) Objections and Suggestions received from Claimants of lands

(4) Declaration of Competent Authority to undertake preparation of land Pooling Scheme/Development Scheme/area development plan/ other land assemblage project.

(5) Submission of Documents and Undertaking by owners

(6) Declaration of ownership and Entitlement

^^^^

Notice is hereby given that a Draft of land Pooling Scheme/Development Scheme/area development plan/ other land assemblage project has been prepared for the area _____, covering ---------- ---------- of ----------(V),----------Mandal,----------District, under of section 24 of the HMDA Act,2008 read with Rule 8 (3) of the HMDA Land Pooling and other land assemblage Scheme Rules,2017, and a copy thereof is available for inspection / purchase during office hours in the office of the Hyderabad Metropolitan Development Authority.

Any objection or suggestion, which may be received in writing from any land owner in the said Scheme/Project affected thereby within 30 days of the publication of this notice will be considered by the Metropolitan Commissioner, Hyderabad Metropolitan Development Authority. Any person may meet the Designated Officer,---------- appointed for this purpose and have the opportunity of being heard in person if he so desires.

Dt. ----------

Competent Authority,
HMDA

FORM 8
(Refer Rule 8 (3))
FORM OF OBJECTIONS / SUGGESTIONS ON DRAFT LAND POOLING SCHEME /DEVELOPMENT SCHEME/ AREA DEVELOPMENT PLAN/ OTHER LAND ASSEMBLAGE PROJECT

In pursuance of notification of Draft Land pooling scheme/Development Scheme/ area development plan/ other land assemblage project calling objections / suggestions under Rule 8 (4) of the HMDA Land Pooling and other land assemblage Scheme Rules,2017, I / we _____S/o, D/o, W/o _____ being the land owner / interested person file the following objections / suggestions.

Name of the objector	Category of objections		
	Land ownership	Reconstitution of plots to land owner	Lands/sites/areas to Competent authority

Nature of Objections

Suggestions

Name and Signature of Land owner/ interested person

Place:----------
Dated:----------
Contact Phone/Mobile Number: email:

FORM (9) (A)

(Refer Rule 8(4)

Land owner option for joint allocation

In terms of the HMDA Land Pooling and other Land Assemblage Scheme Rules, 2017, under Rule 8 (4), I / we hereby seek joint allocation for the reconstituted plot in ----------Land Pooling Scheme/Development Scheme/area development plan/ other land assemblage project. Therefore, you are hereby requested to make the said allotment of the reconstituted plot jointly in the below mentioned names:

1. Sri._____S/o. _____
   R/o._____Aadhaar No:_____

2. Sri._____ S/o. _____
   R/o._____ Aadhaar No:_____

3. Sri._____ S/o. _____
   R/o._____ Aadhaar No:_____

Accordingly, the Reconstituted Plot Deed (RPD) may please be issued for the same in the names as mentioned hereinabove.

Signatures_____
_____
_____

Place:----------
Dated:----------
Contact Phone/Mobile Number: email:

FORM 9 (B):
(Refer Rule 8(4))
Land owner option for nominees

In terms of the HMDA Land Pooling and other Land Assemblage Scheme Rules, 2017, under Rule 8 (4), I hereby appoint Sri. / Smt. _____ S/o., W/o., D/o. _____ R/o. _____ as my nominee and accordingly be recognized as the beneficiary under the LPS in the event of my death, the Reconstituted Plot Deed (RPD) may then be issued in favour of the said nominee Sri./Smt. _____.

Signatures_____

Place:----------
Dated:----------
Contact Phone/Mobile Number: email:

FORM 10
(Refer Rule 9)
NOTIFICATION OF FINAL LAND POOLING SCHEME /DEVELOPMENT SCHEME/AREA DEVELOPMENT PLAN/ OTHER LAND ASSEMBLAGE PROJECT
Proceedings of the Competent Authority, HMDA

RoC No. ---------- **Dt.----------**

Ref.: 1) Notice of Competent Authority for land Pooling Scheme/Development Scheme/area development plan/ other land assemblage project published in ----------Newspaper dated. --------- and HMDA Website
2) Consent Applications received from Owners
3) Objections and Suggestions received from Claimants of lands
4) Declaration of Competent Authority to undertake preparation of land Pooling Scheme/Development Scheme/area development plan/ other land assemblage project
5) Submission of Documents and Undertaking by owners
6) Declaration of ownership and Entitlement
7) Publication of Draft land Pooling Scheme/Development Scheme/area development plan/ other land assemblage project for Objections and Suggestions
8) Objections and Suggestions received from owners/Interested persons

^^^^

The Land Pooling Scheme/area development plan/ other land assemblage project for the area _____ hereinafter called ---------- Land Pooling Scheme/ Development Scheme/area development plan/ other land assemblage project ,and approved by the Executive Committee, HMDA as Final Land Pooling Scheme/ Development Scheme/area development plan/ other land assemblage project under sub-section (1) of Section 27 of the HMDA Act,2008 read with Rule XI of the HMDA Land Pooling and other Land Assemblage Scheme Rules, 2017, is hereby published for the information of the plot holders, general public, and others, and copies of the said scheme are available for inspection/purchase during office hours at the following offices namely :-

1. _____
2. _____

The said ---------- Land Pooling Scheme/ Development Scheme/area development plan/ other land assemblage project shall come into operation with effect from _____

The said ---------- Land Pooling Scheme/ Development Scheme/area development plan/ other land assemblage project is deemed to be area development plan for the said area.

Place:

Competent Authority,
HMDA

Date:

FORM 11
(Refer Rule 14(1))

REGISTER OF LANDS TAKEN OVER BY THE AUTHORITY / LAND OWNER

Ref.: Notified ----------Final Land Pooling Scheme/ Development Scheme/area development plan/ other land assemblage project Dt.----- ---------
^^^^

In pursuance to the Notification of the final Land Pooling Scheme/ Development Scheme/area development plan/ other land assemblage project published vide Proceedings Rc. No._____, dt…… and published in State / District Gazette No. ……. , dt…… the Competent Authority has taken over all lands reserved for the Open spaces, Roads, Amenities and sites for Capitalisation by HMDA and entered in the separate Registers including all plots as follows:

Sl. No	Sector No/	Zone No	Ownership (land owner / authority)	Use	Plot No	Extent	Boundaries NSEW

Competent Authority,
HMDA

FORM 12
(Refer Rule 16(1))
PUBLICATION OF NOTICE OF COMPLETION OF FINAL LAND POOLING SCHEME / DEVELOPMENT SCHEME/ AREA DEVELOPMENT PLAN/ OTHER LAND ASSEMBLAGE PROJECT

Rc. No. **Dt.**

Ref.: Notified ----------Final Land Pooling Scheme / Development Scheme/area development plan/ other land assemblage project Dt.----------

^^^^

Notice under Section 27 of HMDA Act, 2008 read with Rule 16 of HMDA Land Pooling and other Land Assemblage Scheme Rules,2017, is hereby published, having completed the infrastructure facilities and assigned the Amenities sites of the ---------- Land Pooling Scheme / Development Scheme/area development plan/ other land assemblage project.

SCHEDULE C

Sl. No.	Sector No.	Zone No.	Total Extent	No. of plots	Details of works completed	Details of Amenities sites
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Place:
Date: Competent Authority, HMDA

FORM 13
(Refer Rule 16(2))
PUBLICATION OF RECONSTITUTED PLOTS AFTER CARRYING OUT MUTATIONS IN LAND RECORDS

Rc. No. Dt.

In pursuance of requirements under rule of "HMDA Land Pooling and other Land Assemblage Scheme Rules, 2017", the details of re-allotment of final plots along with particulars of Reconstituted Plot Deed (RPD) after effecting mutation in the land records are here by published for purpose of Notification and issuing Completion Certificate along with Layout of Final Land Pooling Scheme / Development Scheme/area development plan/ other land assemblage project.

SCHEDULE D

----------Final Land Pooling Scheme / Development Scheme/area development plan/ other land assemblage project

District:---------- Mandal:----------Village:----------Sector:---------- Zone:----------

Sl. No	Sector No/	Zone No	Ownership (land owner / authority)	Use	If belonging to allottee, name of the allottee with RPD mutation	Plot No.	Extent	Boundaries NSEW

Place:
Date: Competent Authority,
HMDA

FORM 14
(Refer Rule 16(3))
Issue of Completion Certificate
COMPLETION CERTIFICATE

Rc. No. Dt.

The Competition Certificate of the ----------Final Land Pooling Scheme/area development plan/ other land assemblage project is hereby issued after verification of the details published Under Section 27 of HMDA Act, 2008 read with Rule of "HMDA Land Pooling and other land assemblage Scheme Rules,2017". The particulars of the Plan of Final Land Pooling Scheme / Development Scheme/area development plan/ other land assemblage projectare shown in the Schedule below:

SCHEDULE E

----------Final Land Pooling Scheme / Development Scheme/area development plan/ other land assemblage project

District:---------- Mandal:----------Village:----------Sector:---------- Zone:----------

No. of plots	Total extent	Details of lands allotted to land owners		Details of lands allotted to Competent Authority/Developer Entity	
		Particulars	Extent	Particulars	Extent
(1)	(2)	(3)	(4)	(5)	(6)

A copy of the ----------Final Land Pooling Scheme/area development plan/ other land assemblage project is kept open for inspection of the land owners including the public at the office of the HMDA during office hours.

Place: Metropolitan Commissioner,
Date HMDA