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