

**DRAFT RULES RELATING TO THE APPROVAL OF LAYOUTS BY
MUNICIPAL COUNCILS – CONFIRMED.**

G.O.Ms.NO.62, M.A.

Dated:28th January, 1970.

In exercise of the powers conferred by clause(s) of sub-section (2) of Section 326 read with section 185 of the Andhra Pradesh Municipalities Act 1965 (Act 6 of 1965), the Governor of Andhra Pradesh hereby makes the following rules relating to the approval of layouts by municipal councils the same having been previously published at Pages 105~120 of Rules Supplement to part I of the Andhra Pradesh Gazette, dated 3rd April, 1969, as required under clauses (a) and (b) of sub-section (1) the said Act.

RULES RELATING TO APPROVAL OF LAYOUTS BY MUNICIPAL COUNCILS

1. These rules may be called the Andhra Pradesh Municipalities (layout) Rules, 1970.
2. In these rules
 - (a) “Act” means the Andhra Pradesh Municipalities Act, 1965;
 - (b) “General Town Planning Scheme” or “Detailed Town Planning Scheme” and “Master Plan” mean the General Town Planning Scheme or Detailed Town Planning Scheme sanctioned under the Andhra Pradesh (Andhra Area) Town Planning Act 1920 and the master plan sanctioned under Chapter-XIV of the Andhra Pradesh (Telangana Area) District Municipalities Act, 1956 saved by subsection (2) of Section 391 of the Act.
 - (c) “Government” means, the Government of Andhra Pradesh; and (d) “Section” means, the section of the Act.
3. Every application under sub-section (1) of section 185 of the Act, for sanction of a layout and forming a new private street of road shall be sent to the Municipal Office in the form prescribed in Appendix “A”.
4. Every such application bear the signature of the owner of the land and licensed surveyor and it shall be affixed with a court fee stamp of the value as may be prescribed by the Government from time to time.
5. The application shall be accompanied with the following particulars namely
 - (i) a site plan in quadruplicate which shall also be signed by a licensed surveyor and the owner of the land down to a scale of not less than 1:1000 on a tracing cloth showing the top details of the land and sanction layouts if any, within a distance of 100 meters around the proposed site clearly indicating survey numbers within and around the existing roads in and around the sites, buildings, huts open spaces, natural water courses, big trees and permanent features which cannot be disturbed normally, and other developments if any taken place and the streets or roads, giving access to the site and connecting them with any existing public or private street of road.
 - (ii) the detailed plans in quadruplicate of the site under reference drawn to a scale of not less than (1:500) accurately drawn and on a tracing cloth which shall be in consonance with the particulars mentioned in sub-section (1) of section 185 and shall also show
 - (a) The boundaries of the land based on certified survey Records and with survey number indicated;
 - (b) alignment of the proposed streets;
 - (c) the proposed width of the streets;
 - (d) the proposed building lines;

- (e) the proposed sizes and number of plots;
 - (f) places set apart in the layout for the proposes mentioned in clause (b) of sub-section (2) of section 184 and also places set apart for other communal and public purposes such as shops bus-stops and parking places;
 - (g) the purposes of utilisation of the plots such as pucca buildings, huts, tenements, detached, semi-detached, or row houses or for factories, shops, etc.
 - (h) electric lines (high tension or low tension). water mains and sewers if any telephone and telegraphs lines, etc. alignment of National and State Highways and major and minor district roads passing through the land.
 - (i) the spot levels at intervals of 15 metres for the whole area under reference and also along the existing roads from which access is sought to a length of at least 100 metres; and
 - (iii) a statement of the arrangements made for providing plantation of avenue trees, in addition to the arrangements so made as per clause (c) of sub-section (1) of section 185.
 - (iv) a non-encumbrance certificate from the Registration Department for the lands covered by the layout together with a true copy of the title and attested by the Gazetted officer; and
 - (v) a receipt of the Municipality showing the amount of non-interest bearing security deposit at the rate of ¹[Rs.3.00 per.sq.metre (total area of land covered by the layout for the due fulfillment of the obligations imposed under section 184 or in lieu of cash deposit. A security in the shape of land of such extent equivalent to the value of cash deposit in the area covered by the layout shall be “mortgaged through a registered mortgagee in favour of the Municipality or in the form of Bank guarantee equivalent to the amount of security deposit in the Form prescribed in Appendix “G”.
- 6, Applications not received in the prescribed form and not accompanied by the documents mentioned in Rule 5 above rejected
- 7 The arrangements to be made for levelling, metalling roads with approaches from the existing public or private roads under sub-section (1) of section 185 shall be in conformity with the specifications mentioned in Appendix ‘B’ to these rules.

Note:- Drainage works (both sewers as well as storm water drains) water supply mains and lighting shall be executed by the Municipality at the expenses of the applicant and the remaining items, viz, plantation of avenue, trees, formation of roads, etc, shall be executed by the applicant, as per the specifications prescribed in these rules.

8. The width of the streets and roads in the layout shall conform to the minimum requirements as indicated in Appendix C’ and also subject to the provision of the General town Planning Schemes or the Detailed Town Planning Schemes or both or the Master Plans.
9. ²(1) A plot intended for residential purposes shall not be less than [100 sq. meters] with a minimum width of [6 meters] in all areas of the Town other than those set apart for
- (a) Hut areas declared as such under section 205,
 - (b) Slum clearance and rehabilitation areas as notified under the Andhra Pradesh Slum Improvements (Acquisition of Lands) Act, 1956,
 - (c) areas to be developed by the Government or the Municipality or any other

¹ Substituted G.O. Ms. No. 982, dated 05-10-1979.

² Substituted G.O. Ms. No.292, dated 28-05-1994.

- authority authorized by the Government or the concerned Municipality for housing harijans, persons belonging to weaker sections of the society persons engaged in unclean occupation: and
- (d) housing for Industrial workers.
- (2) A plot intended for residential purposes shall not be less than 100 Sq.Mts with a minimum width of 6.00 Mts in all areas set apart for :
- a) hut releases
- authorities under categories(a),(b),(c), and (d) mentioned in sub-rule (1)above shall not be less than 8 Meters X 12 metres.
- (3) the size of the plots for non-residential buildings shall be fixed by the council in consultation with Director of Town Planning.
- ²(4) The corner plots at the junction of the roads shall be splayed off with 3Mts offset or rounded off to such extent as may be made by the Director of Town Planning while recommending the proposal under sub-section (3) of section 185.
- (5) No plot in a layout shall be sub-divided or utilised for any purpose other than the purpose for which the layout is approved and sanctioned except with the prior approval of Director of Town planning who will consider the need and necessity for such sub-division or such other purpose, with due regard to the changes, taking into consideration the zoning and other land use proposals or regulations.
10. 1) The area of land required to be set apart under clause (b) of sub-section (2) of section 184 shall not be less than.5% of the gross area covered by the layout with not more than 8 plots per gross Hectare over and above this for the increase of every two plots per gross hectare, the open spaces to the provided shall increase by one more percent. ¹[such open spaces shall, however, be limited to 10% a maximum, irrespective of the size of plots when minimum, extent and width safety as per sub-rule (1) of Rule 9.]
- (2) In case the area, for which a layout is sought for, falls in a Master Plans or in a Town Planning Scheme and for which a draft scheme is already furnished by the Director of Town Planning or in a sanctioned Town Planning Scheme or Master Plan, if a portion of his land falls in the area ear-marked in such plans for a common public purpose in the interest of general development of that locality, the owner of such land shall transfer such percentage of the area of layout as prescribed in sub-rule (1) free of cost to the municipality. In other cases i.e., if the areas so earmarked in the layout under reference are more than such percentage as prescribed in sub-rule (1), he shall also transfer the entire area so proposed to be reserved in the layout and he is entitled to receive compensation at the prevailing market rates from the Municipality for the part of his site which is in excess of the extent of land which he was to provide as per sub-rule(1).
- ³(3)Irrespective of the fact, whether an area lies in a notified or sanctioned Town Planning Scheme or the area covered by Master Plan, if the area of land covered by a layout is fairly small say less than half hectare in extent, the owner in such cases also should set apart and transfer such extents prescribed under sub-rule (1) of the total extent to the Municipality. But the Council is at liberty to dispose of such land with the concurrence of the Director of Town and Country Planning provided it does not form part of compact block of open space which could be carved out with the neighboring layout areas to any

¹ Substituted G.O. Ms. No. 982, dated 05-10-1979.

² Substituted G.O. Ms. No.292, dated 28-05-1994.

³ Substituted G.O. Ms. No.208, dated 13-2-1987

body at the rate fixed by the District Collector;

Provided that the rate so fixed by the District Collector shall not be less than the registration rate fixed by the Registration Department for the said localities and utilise the amount so realised for acquisition and development of a larger piece of land required for community facilities in the locality as may be decided by the Council with the approval, of the Director of Town and Country Planning

(4) The Municipality shall not use the land so transferred for any purpose other than that for which it is so transferred or shall not utilise; amount for any other purpose other than the acquisition of the land for the purpose for which it is so transferred.

⁴(5) The land to be set apart under clause (b) of sub-section (2) of Section 184 as required by sub-rules (1) and (3) in respect of the size of the layout not exceeding one hectare may be provided in the areas set apart of for public purpose in the sanctioned General Town Planning Scheme (Master Plan) in the vicinity of the layout areas as may be decided by the Council with the approval of the Director of Town and Country Planning so as to secure larger extents of land for public purposes.

11 The Executive Committee shall within fifteen days of the receipt of the application with all the particulars communicate to the applicant conditions and modifications subject to which the layout will be considered for approval indicating the estimated cost of development and the amenities.

12 (1) The applicant shall within ten days after the receipt of communication under rule 11 communicate to the Executive Committee through the Secretary of the Municipality his agreement in the form prescribed in Appendix D' to execute the works etc., as per specifications referred to in Appendix 'B' and as per plans and drawings enclosed by the Secretary depending upon the nature of soil; or request the Secretary to carry out the said works on his behalf and deposit the cost thereof on a provisional basis as per the estimates furnished by the secretary less the initial deposit already made under Rule 5(v) and also an additional non-returnable deposit of a sum equivalent to 5% of the provisional estimated cost of works to be executed by the Municipality at the expense of the applicant towards supervision charges.

(2) If it is not possible for the applicant to deposit the amount referred to above in cash he shall furnish as a guarantee from a chartered Bank in the form prescribed in Appendix E' or execute a Registered Mortgage deed at his cost hypothecating such extent of the land covered by the layout or the number of plots whose value is not less than the total estimated cost of the work referred to in sub-rule (1) in the form prescribed in Appendix 'F' subject to the condition that any unforeseen expenditure over and above the provisional estimated cost plus supervision charges is met by the applicant by supplemental deposit to the extent necessary over and above the initial cash deposit made or a guarantee from a Chartered Bank given already.

Explanation:- The word unforeseen' includes inter alia, administrative delay in the execution of the work by the Municipality caused due to reason beyond its control.

13. If a reply is not received from the applicant within ten days of the receipt of the communication referred to in Rule 11 the original application shall be treated as having lapsed and the deposit amount deposited under Rule (5)(V) shall be refunded after deducting 2 per cent towards cost of scrutiny inspection, etc, on application made by the applicant.

⁴ Substituted G.O. Ms. No.161, dated 21-3-1987

14. On fulfillment of the conditions laid down in section 148 to the entire satisfaction of the Secretary, the owner of the layout shall within a reasonable period which shall not exceed one year from the date of communication of approval of the layout under sub-section (3) of section 185, of transfer the private streets or roads along with the lands set apart for parks, play-grounds, educational institutions or for any other public purposes under clause (b) of subsection (2) of Section 184 or under sub-rule (1) Rule 10 to the Municipality.

APPENDIX 'A'
(See Rule 3)
layout Applications

(Under sub-section (1) of Section 185 of the Andhra Pradesh Municipalities Act, 1965)

To
The Chairman,
Municipal Council,

Sir,

I/We hereby give you notice that I/We intend to utilise, sell, lease or otherwise dispose of my /our land / lands or portions of the same bearing S.No. _____ and having an extent of _____ sq metre in _____ Street / division or ward of the (to be deleted wherever necessary) consequent on their conversion into a building site under Section 184 (1) of the Andhra Pradesh Municipalities Act, 1965 on payment of the required conversion fee; as sites for the construction of buildings for residential or non-residential industrial, commercial purposes as indicated hereunder and in accordance with the provisions of Section 184 and 185 of the Andhra Pradesh Municipalities Act, 1965 and section of 17 of Andhra Pradesh (Andhra Area) Town planning Act 1920 or Section 244 of the Andhra Pradesh (Telangana Area) District Municipalities Act, 1965 as the case may be.

I/We forward herewith four copies of the site-plans drawn to a scale 1:1,000 and other plans as required under these rules with all particulars required under the rules.

I/We, enclose:

(1) A statement of arrangements made for providing plantation of avenue trees in addition to the arrangements indicated in the plan with reference to clause (c) of sub-section (1) of Section 185 of the Andhra Pradesh Municipalities Act, 1965.

(2) a non-encumbrance certificate from the Registration Department for the lands covered by the layout together with a true copy of the title deed attested by a Gazetted Officer.

(3)(i) a municipal treasury receipt for Rs. _____ being the non interest bearing security deposit at the rate of Rs.3.00 per Sq. metre as fixed under Rule 5(v) towards fulfillment of the obligations imposed under section 184 of the Andhra Pradesh Municipalities Act 1965;

OR

(ii) a mortgage-deed intended in favour of the Municipality hypothecating lands in the layout area of the value of Rs. _____ towards security in lieu of cash security and abiding by conditions prescribed in this regard.

I/We jointly and severally agree to development the roads to the required standard as per the specification prescribed by the Municipality and to provide under ground-storm water drains through proper culverts and to sewer and lights the area and to carry out all the arrangements to the satisfaction of the Secretary to the Municipality as per the agreement that will be executed by me/us on intimation.

I/We, hereby undertake not to utilise, sell, lease, or other wise dispose of the land as sites for the

construction of residential or non-residential buildings until all the amenities are provided as indicated in the conditions of the layout either by the Municipality or by me/us as agreed upon through a registered agreement on stamped paper worth of Rs.3/.

I/We, undertake to hand over to the Municipality the private streets or roads after developing them to the prescribed standards and along with the lands set apart for parks and playgrounds. Educational institutions or for any other public purpose under clause (b) of sub-section (2) of section 184 of the Act.

I/We, agree to the execution of the drainage works (both sewers as well as storm-water) and lighting arrangement to be carried out by the Municipality at my/our expense and to that extent I/We agree to deposit with the Municipality before sanction of the layout, provisionally estimated cost and meet any unforeseen further expenditure from time to time as may be claimed by the Municipality.

I am/We are prepared to deposit into Municipal Treasury 50 per cent of the estimated cost of other works to be carried out by me/us, as intimated towards the security deposit (refundable) or prepared to mortgage the plots of an area of equivalent to the security deposit in favour of the Municipality within 7 days from the date of receipt of provisionally approved layout, and the amount of entire deposit is refundable to me by the Secretary of the Municipality, after consulting the Head of the Municipal Engineering Department as to the satisfactory execution of work to the prescribed standard after deducting 5 per cent from the deposit towards supervision charges.

I/We request that the proposed layout may be approved and the permission may be accorded at an early date to enable me/us to proceed with the disposal of lands, after the execution of the work as agreed to

Signature of licensed Surveyor Architect/

Signature of the owners of land Engineer and addressee(s) owner(s).

Enclosures:

- 1 Site-plan in quadruplicate
- 2.Statement of arrangement for avenue trees.
- 3.Non-encumbrance certificate.
- 4.Municipal Treasury Challan (or mortgage-deed).

APPENDIX "B"

(See Rule 7)

Specification for Water Bound Macadam Road

The water bound road shall be formed in the following manner:

After shaping the road bed to the required chamber, if the sub-grade is of hard gravel soil then the metal is spread in two layers of 11 cms. thick to get a consolidated depth of 15cm. A power roller of 8 to 10 tonnes weight is generally to be used. The dry rolling should not be successive so as the cause the crushing of metal. The rolled surface is then watered moderately, and thoroughly rolled until hard and compact so that a highly loaded vehicle makes no impression while travelling on it. The screenings from the metal gravel fine lime stone or kankar than be spread in small quantities uniformly on the surface about 1 cm, in thickness in total and watered and rolled properly. Finally a top dressing of 0.50 cm. thickness of sand is spread on the surface only and finished of with final rolling. The surface is then kept moist for about two weeks after opening to traffic.

Scheduled Carriage way widths:- The width of carriage way for one lane of traffic should not be less than 4 metres and for two lanes of traffic not less than 7 metres. Accordingly the carriage way widths are indicated in the sketch referred to in Appendix 'C'

Raised foot paths on either side of Carriage Way- It is necessary that the footpath shall be 15cm above the road edge level to provide a measure of protection to the pedestrian from vehicles. These are usually of available earth and gravelled and well consolidated to the satisfaction of the secretary.

Kerb stones are structurally necessary to prevent lateral spread of road surface materials and preserve the bearing value of sub-soil by preventing ingress of sewage water. Granite or Cement concrete are usual materials used for. Granite kerbs one metre long by 30cm x 20cm. are usually adopted and laid

flat on roads carrying light traffic in residential areas where its effect will only to be give appearance to the street lines. To be effective and to give lateral support the depth of concrete should be more. The top surfaces which are exposed should evenly be dressed and tooled. The ends of granite kerbs should be dressed square. The top surface is tooled down to the slope of the foot path generally. This top surface is tooled down to the slope of the foot path generally. This aids drainage. The storm water drains, culverts, etc, shall be constructed according to the sizes and specifications as may be prescribed by the Secretary in consultation with the Municipal Engineer.

Appendix-C
(see Rule -8)

Minimum Permissible length of street	Function of the street	Minimum permissible width of the street	Width between building lines	Width of the splay required at the junction of the street	Minimum width of the passing for the carriage way of the street	Remarks
Up to 50 meters	Minor residential cul-de-sac street (dead end street) with 13M. 13M square space running of vehicles at the dead end.	8.00 Mts	13.0 Mts	2.00 Mts	4.00 Mts	This type of road can be permitted only at the description of the Municipality and in consultation with Director of Town and Country Planning.
Up to 250 Metres	Minor residential loop street	⁵ 12.20 Mts (40'-0")	16.00 Mts	2.00 Mts	6.00 Mts	Total length of loop streets shall not exceed 150 Mts and both the ends of loop street shall join in a street having a width of not less than 13.00 Mts in width.
Explained in the diagram						
Up to 600 Mts	Residential street	13.00 Mts	19.00 Mts	3.00 Mts	7.00 Mts	
Length of the road exceeding 600.00 meters	Residential collector street	18.00 Mts	24.00 Mts	4.50 Mts	11.00 Mts	

⁵ Substituted G.O. Ms. No.528, dated 25-9-1998.

APPENDIX 'D'
(See Rule 12(1))
Agreement Deed

Agreement entered into this _____ between Sri/Smt. _____ herein after called as the first part which term includes heirs and successors and the individual members and the Municipal Council (hereinafter called the Council) as the second part. Whereby it is agreed to as follows.

1. That Sri/Smt has submitted an application under Section 185(1) of the Andhra Pradesh Municipalities Act, 1965 indicating his/her intention to make layout and from new private streets or roads and dispose of sites for plotting of the land situated at _____ under Survey No. _____

2 Whereupon the council agreed to grant permission for making private streets and roads and sites for construction of buildings on the aforesaid land with condition that the cost of entire drainage work, erection of water supply mains and street lighting, (water bound macadam roads, Table drainage) the balance of amount, plots of equivalent value should be mortgaged at the rate of Rs per sq. meter and the following amenities i.e., asphalt roads, table drains, street light brackets and avenue plantations should be completed by Sri/Smt _____ (first part) within one year from the date of sanction of layout as per the specifications given by the Municipal Council in their proceedings vide letter No. _____ dated _____

3. That the first party agreeing to the above conditions has deposited cost drainage and other works amounting to Rs. _____ under challan No. _____ Dated. _____

4. That the first party has mortgaged plots or land bearing Nos. _____ and measuring costing Rs. _____ in favor of the Municipal Council in lieu of the balance of betterment charges for providing water bound macadam roads, table drains, streets light bracket and avenue plantation under a registered mortgage deed No. _____.

5. That the firsty part only (on behalf of the second part undertakes to provides the amenities such as water bound macadam road, public drains and street light water supply within one year from the date of sanction of the layout as per the specification given by the Secretary to the Municipality.

6. The first party do hereby bind himself/themselves to fulfil the above conditions imposed by the Municipal Council within a period of one year from the date of sanction of layout, failing which the Municipality will be entitled to withhold the sale of plots and the grant of permission for the construction of house under the relevant provisions of the Andhra Pradesh (Andhra Area) Public Health Act, 1939, or any other enactment for the time being in force. In case the Party fails to comply with the condition within the stipulated period the municipality is empowered to take action as per Sections 359, 360, 361 and 362 of the Andhra Pradesh Municipalities Act, 1965 and auction the mortgaged plots or land and get the works completed and recover from the first party the excess amount, if any that is incurred and required for completing the works in the layout. The first party and his heirs shall not be entitled to raise any objection for such recovery.

In witness whereof party I affix my signature on this day already mentioned in the agreement before the following :

1. Witness:

2. Witness:

Seal.

Chairman,
Municipal Council.

APPENDIX 'E'
[See rule 1 2(2)]
Guarantee Deed

Rule No. ____

Whereas _____ is/are required to furnish a Bank guarantee to the Chairman, Municipal Council for a sum of Rs _____ (Rupees _____) as per the orders of the council sanctioning layout No. _____ Dated _____ in respect of the situated at _____

I/We hereby undertake to pay to the Chairman the said sum of Rs. _____ (Rupees _____) on demand. I/We undertake not to revoke the guarantee without a written authority from the chairman, Municipal Council,

Witnesses:

1.

2.

Signature.

Bank

APPENDIX 'F'
[See Rule 12(2)]

Deed of Mortgage by Conditional Sale

This indenture made this day _____ of one thousand nine hundred between _____ Sri _____ S/o. _____ resident at _____ (herein after called the Mortgagor which expression shall unless excluded by or is repugnant to the subject or context, include his heirs executors, administrators and assigns) of the one part, and municipal council called "The Mortgagee" which expression shall unless excluded by or is repugnant to the subject or context, include his successor in office and assign of the other part:

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

And whereas the Mortgagor applied for permission under Section 184 and 185 of the Andhra Pradesh Municipalities Act, 1965, to make a layout and from a new private street or road and building plots for residential/ non-residential/Industrial purposes, and in the land bearing SNos. situated at _____.

And whereas the Mortgagor having accepted the same has sanctioned the layout Plan/in File No. _____ subject to the condition that the following works as per specifications appended will be completed by the Mortgagor within one year from the date of release of the approved layout.

- (i) Water bound Macadam roads estimated to cost Rs. _____.
- (ii) Planting of Avenue trees at _____ Metres intervals estimated to cost Rs. _____

And whereas Mortgager according to the terms and conditions of grant has separately credited Rs. _____ in the municipal treasury through Challan No. _____ and dated _____ towards the following works to be executed by the Municipality within one year of the date or release of the approved layout.

- (i) Laying of underground sewers along the or roads of the lay out estimated to cost Rs. _____

- (ii) Laying of storm water drain culverts, etc., along the roads of the layout and construction estimated to cost Rs. _____
- (iii) Providing streetlights along the street of the layout at metres _____ intervals estimated to cost Rs. _____.
- (iv) Provision of water supply estimated to cost Rs. _____.

And whereas the Mortgagor having deposited 50% of the provisionally estimated cost of works mentioned above and to provide and complete the works as started in para 2 with a period of one year from the date of release of the approved layout, in addition to the lands expressly conveyed, transferred and assured as per the description given in the Schedule towards the balance of 50% of the said estimated cost of the works.

Now this indenture a witnesseth as follows:

(i) In pursuance of the rules relating to as the approval of layout (hereinafter referred to as the said rules) and in consideration of the deposit and hypothecating of the acquired lands by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said Rules, the Mortgage do hereby covenant with the Mortgagee that the shall always duly observe and perform all the terms and conditions of the said rules.

(ii) With possession of the lands and the deposit in favour or the mortgages if the mortgagor completes the work as stated in para supra to the satisfaction of the Secretary, with in the agreed period of one year from the date of release of the approved layout, the mortgages shall at the cost of mortgagor be entitled to the retransfer of the said plots or land to the mortgager without any further liability on the same towards the execution of works contemplated in para supra.

(iii) It is hereby expressly agreed and declared that if there shall be any breach by the mortgagor of the covenants it shall be lawful for the Mortgagee to sell the mortgaged properties or any part thereof in any manners as to the Mortgagee shall think fit and the mortgagor shall forfeit the right of redemption as against the mortgagee.

(iv) (a) And it is hereby declared that the mortgagee, shall be free to complete the said works with amount so realised and the mortgagor, shall not be entitled to question the unfettered right of the mortgagee in any court of law.

(b) If the mortgagee has to spend additional amount for execution of the said works over and above the sale proceeds referred to in the above para it shall be realised from "mortgagor" or the purchasers of individual plots in the said layout area in the same manner as properly tax and the other plots not covered by the mortgagee will be under the first charge towards the said excess amount spent by the Municipality.

(c) The mortgagor shall separately convey the private streets and roads with the amenities mentioned in paras supra and the sites reserved for parks and playgrounds, etc., in the layout areas to the Municipality free, of encumbrance at the his cost within a fortnight after expiry of one year period allowed for the completion of the works either by the Mortgagor or Mortgagee as the case may be.

(d) The mortgagor shall not during the continuance of these present charge, encumber, after or otherwise dispose of the mortgaged property and other plots unless and until the private streets and roads, and open space intended, for parks, and playgrounds, etc, are conveyed to the Municipality for treating them as public as indicated in para supra.

(e) That the mortgagee shall be in actual possession of the plots and continue to retain the same till the completion of the said works and the mortgagor shall not interfere with possession, interest, rights, and title of the mortgagee over the said plots in any ways detrimental to the interest, rights accrued insecurity and change over the said plots to the mortgagee till the works are completed as agreed upon.

(f') The mortgagor does also hereby agree to the Government Revenue, municipal taxes over the said property if any, till the redemption of the property as the same vests automatically in favour of the Municipality.

(g) The terms and conditions of this deed are binding and shall continue to be binding on the mortgagor, his heirs, successors in interests, right as well as a title and ownership and none of them

shall be entitled to question the correctness or the genuineness of the terms and conditions of this deed anywhere at any time in any court.

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

Signed by the said (mortgagor)

In the presence of :

1. Witness:
 Address
 Occupation

2. Witness:
 Address
 Occupation

Signed by Sri _____ in the office of the Municipal Council for and on behalf of the Council in the presence of :

1. Witness:
 Address
 Occupation

2. Witness:
 Address
 Occupation

Special Secretary to Government.

[“APPENDIX ‘G’]

Whereas _____ is / are required to furnish a Bank Guarantee to the Chairman / Municipal Council for a sum of Rs. _____ (Rupees _____.) as per the requirements under Rule 5 (v) for sanctioning of a layout in respect of Sl. No. _____ situated at _____

I / We hereby undertake to pay the Chairman Municipal Council, the said sum of Rs. _____ (Rupees. _____.) on demand.

I / We undertake not to revoke the guarantee without written authority from the Chairman / Municipal Council.

Witness:

1 _____

2 _____

Signature.

Bank”.

(Sd.)
Section Officer.