

**ANDHRA PRADESH LAND DEVELOPMENT (LAYOUT AND SUB-DIVISION  
RULES 2017)**

**APPENDIX - A**

{{See Rule 7(3) (h) and 7(5)(k)}}

**DEED OF MORTGAGE BY CONDITIONAL SALE**

This indenture made this day \_\_\_\_\_ of two thousand \_\_\_\_\_ between

Sri \_\_\_\_\_ **S/O** \_\_\_\_\_

\_\_\_\_\_ **Resident at** \_\_\_\_\_

(here in after called the '**Mortgagor**' which expression shall unless excluded by or is repugnant to the subject of context, include his executors, administrators and assignee) of the one part, and **Vice-Chairperson, Anantapuramu- Hindupur Urban Development Authority (AHUDA)** called the '**Mortgagee**' (which expression shall unless excluded by or is repugnant to the subject or context, include his successor in office and assignee) of the other part:

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

And where as the Mortgagor applied for permission under the Andhra Pradesh Municipal Corporation Act. 1955 (adapted GHMC Act 1955) the Andhra Pradesh Municipal Corporation Act, 1994/ the Andhra Pradesh Municipal Corporation Act, 1965 / the Andhra Pradesh town planning Act, 1920/ the **Andhra Pradesh Metropolitan region and Urban Development Authorities Act, 2016** / the Andhra Pradesh Panchayath Raj Act, 1994 and Andhra Pradesh land development (Layout and Sub-Division) Rules 2017 make a layout and form a new private street or road and building plots for Residential purposes/Non-Residential purpose and in the land bearing **Sy.Nos:** \_\_\_\_\_

**Situated at** \_\_\_\_\_ **(Village),** \_\_\_\_\_  
**(Gram Panchayat),** \_\_\_\_\_ **(Mandal), Anantapuramu**  
**District.**

And Where as the Mortgagee having accepted the same, has sanctioned the final layout plan (FLP) with File No. \_\_\_\_\_ subject to the condition that the following works will be completed by the mortgagor within three years from the date of communication of the Final Layout Plan (FLP) and subject to condition that on completion of the works to the satisfaction of the executive Authority, the sanctioned Final Layout Plan (FLP) will be released.

And I will abide by the below infrastructure developments to be taken up in the layout sanctioned and I will abide for any corrections or changes insisted will be carried out and after satisfying by the Authority the Mortgaged plots may be released.

**Infrastructure Development Specifications to be followed by layout Owner/ Developer:**

## I. Road Works

### (i) Standard Width of the carriage way to be formed according to the width of the roads (Right of way)

Width of the Road(Right of Way)	Width of the Splay required at the Junction of the road	Width of the carriage Way of the road
10 mt. (33')	2.00 Mt	6.00 mt. (20')
12 mt. (40')	3.00 mt.	7.00 mt. (23')
18 mt. (60')	4.50 mt.	11.0 t. (36')

### (ii) Specification for the Formation of B.T. Surface Roads:

1. Sub-base to the roads shall be provided with Compacted Gravel/Quarry rubbish base of 300 mm thick in two layers each not exceeding 225 mm thick loose compacted to 150 mm thick, spreading to proper grade and camber, watering & compacted with 8 to 10 T.Power Road Roller to get the required Compacted thickness.
2. Base Course to the roads shall be provided with WBM surface of 225 mm thick compacted as follows:
  - a. Providing WBM surface with Grade II HBG metal 200mm thick loose compacted to 150mm thick in two layers, including spreading in uniform thickness, hand packing, sectioning, and compacted with 8 to 10T. Power Road Roller in stages to proper Grade and camber, applying and brooming requisite type of screenings/binding materials to fill up the interstices of Coarse aggregate, watering and compacted to required density.
  - b. Providing WBM surface with Grade III HBG metal 100mm thick loose compacted to 75mm thick including spreading in uniform thickness, hand packing, sectioning, compacted with 8 to 10T. Power Road Roller in stages to proper Grade and camber, applying and brooming requisite type of screenings/binding materials to fill up the interstices of Coarse aggregate watering and compacted to required density.

3. Surface Course to the road shall be provided with B.T. Surface dressing of 20mm thick using 12mm size machine crushed HBG chips on a layer of Bitumen 80/100 grade binder laid on prepared surface and rolling with 8 to 10T Power Road Roller.

(OR)

M.S.S. of 20mm thick by H.M.P. as per MORTH Specifications.

## **II. Construction of Drains**

- (a) Surface drains of min 0.30 mt. Size with Masonry/Concrete shall be constructed and plastered with CM (1:3) mix 20mm/12mm thick.
- (b) Construction of Cross Drainage Works: The Road crossings are to be provided with cross drainage work such as pipe culverts or RCC slab culverts to the total width of the respective roads as follows:
  - (i) For the drain of less than 0.60 mt. Width pipe culvert is to be provided with a minimum dia of 450 mm RCC NP2 class pipes/NP3 class pipes with necessary cushion over the pipes. The body walls shall be provided with Masonry/Concrete duly plastered.
  - (ii) For the drains of more than 0.60 mt. Width RCC Slab culvert is to be provided with Masonry/Concrete body walls and M20 grade RCC slab as per IRC designs.
- (c) RCC NP2/NP3 class pipes of min 200 mm or stone ware pipes of Min 150 mm dia shall be provided over first class bedding with granular material of 150 mm thick suitably COMPACTED/RAMMED to proper grade including man hole arrangements at suitable intervals duly making suitable arrangements for disposal of road surface water to the drain i.e. it is to be laid below the ground level.

## **III. Water Supply with Over Head Tank**

- (i) Water supply distribution network shall be provided and Over Head Tank of capacity @ 700 litres per each plot shall be constructed including developing of necessary source (OR) Secure firm commitment from any water supply authority for meeting the daily requirement of water. However the distribution network shall be provided.

#### **IV. Openspace Compound Wall**

- (i) The open spaces shall be enclosed with a Compound wall with a stable and suitable foundation and 0.60 Mt RR Masonry basements above Ground-level and 0.90 Mt or above height RCC ornamental Jellies / Ornamental MS grills/ Ornamental Brick walls over RR Masonry Basement with MS Gates for open spaces/ Parks.
- (ii) Rain water harvesting Structure in open spaces/parks with filter media as per standard specifications.

#### **V. Electricity Lines**

- (i) Layout Electricity Lines & Poles should be provided as per APSPDCL norms with LED Street light Luminaries 20 Watt or above with fixtures. The completion certificate from APSPDCL Authorities.

#### **VI. Avenue Plantation**

- (i) Avenue plantation of two year tall plants on either side of the layout roads and in open spaces has to be taken up simultaneously along with formation of roads and should be maintained with the following specifications.
  - a) Any of the following species can be selected for raising avenues.
    1. Peltophorum Ferruginum (Patchathurai)
    2. Samanea Saman (Nidraganneru (or) rain tree)
    3. Albezia Lohbeck(L) Benth (Dirisenam)
    4. Azardinachta India A Juse Melva Indica Line (Vepa)
    5. Pongamia Gabra (Kanuga)
    6. Mangifera India (Mamidi)
    7. Jamun
    8. Deloniw Regiex (Errathurai)
    9. Tamarindus India (Chinta)
    10. M.Cassia Siamia.
    11. Banhimia Variagata
  - b) The plants shall be planted at a distance of 10Mtrs. Or at plot corners on both the sides for alternative plots along 40'-0" wide

roads and both the sides for every corner of the plots for more than 40'-0" wide roads.

c) Plantation shall be raised in the open spaces.

d) All the plants shall be protected with tree guards or fencing.

Now this indenture witnesses the as follows:

- 1) In pursuance of the Andhra Pradesh land development (Layout and Sub-Division) Rules 2017 relating to the approval of layout (herein after referred as rules) and in consideration of the deposit and hypothecating of the lands as per the schedule-B given below by the Mortgagee to the mortgagor pursuant to the provisions contained in the Said Rules, the Mortgagee do hereby covenant with the Mortgagor that he shall always duly observe and perform all the terms and conditions of the said rules.
- 2) With the possession of the lands in favour of the mortgagee if the mortgagor completes the works as stated in para supra to the satisfaction of the Executive Authority, with in the agreed period of three years from the date of communication of the final layout plan, the mortgagee shall at the cost of mortgagor be entitled to the retransfer of the said plots or land to the mortgager without any further liability on the same towards the execution of works contemplated in para supra.
- 3) 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 there of in any manners as to the mortgagee shall think fit and the mortgagor shall forfeit the right of redemption as against the mortgagee.
- 4) And it is hererby declared that the mortgagee shall be free to complete the said works with the amount so realised and the mortgagor shall not be entitled to question the unfettered right of the mortgagee in any court of law.
- 5) If the mortgagee has to spend additional amount for execution of the said works over and above the sale proceeds referred to in the above para it shall be realised from mortgagor or the purchasers of

individual plots in the said layout area in the same manner as properly tax and the other plots not covered by the mortgagee will be under the first charge towards the said excess amount spent by the executive authority.

- 6) The mortgagor shall separately convey the private streets and roads with the amenities mentioned in paras supra and the sites reserved for parks and playgrounds, etc., in the final layout plan areas to the local authority free of encumbrance at the his cost within a fortnight after expiry of the period allowed for the completion of the works either by the mortgagor or mortgagee as the case may be.
- 7) The mortgagor shall not during the continuance of these present charge, encumber, alter or otherwise dispose of the mortgaged property unless and until the private streets and roads, and open space intended, for parks, playgrounds, etc., are conveyed to the local authority for treating them as public as indicated in para supra.
- 8) That the mortgagee shall be in actual possession of the plots and continue to retain the same till the Completion of the Said works and the mortgagor shall not interfere with possession, interest, rights and title of the Mortgagee over the said plots in any way detrimental to the interest, rights accrued insecurity and change over the said plots to the mortgagee till the works are completed as agreed upon.
- 9) That the mortgagor shall not sell, lease or otherwise dispose of the area mortgaged and no construction shall be made in such area till the release of the final layout plan (FLP).
- 10) The mortgagor does also hereby agree to pay the government revenue, municipal taxes over the said property is any, till the final release of the final layout plan (FLP).
- 11) 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 any where at any time in any count.

**SCHEDULE :- A:-**

All the property bearing the **Sy.Nos.:** \_\_\_\_\_ **of**  
\_\_\_\_\_  
**(Village),** \_\_\_\_\_  
**(GramPanchayat),** \_\_\_\_\_ **(Mandal),** \_\_\_\_\_ **(District)**  
measuring \_\_\_\_\_ **(Hectares)** \_\_\_\_\_ **Acres** \_\_\_\_\_

**Sq. Yds bounded by**

NORTH:

EAST:

SOUTH:

WEST :

**SCHEDULE :- B :-**

The area mortgaged to the mortgagee by the mortgagor:

- 1) 15% of the plotted area Measuring \_\_\_\_\_ **hectares** \_\_\_\_\_  
**acres** \_\_\_\_\_ **Sy.yds** **and** **the** **Plot** **Nos:**

**Bounded by..**

NORTH:

EAST:

SOUTH:

WEST:

In witness where of the said Mortgagor here in to set hand the day and year first above written.

**Signed by the Mortgagor**

In the presence of :

1. Witness:

Address:

Occupation:

2. Witness:

Address:

Occupation:

Signed by Sri/Smt. .... In the office of the AHUDA,  
Anantapuramu

for and on behalf in the presence of :

1. Witness:

Address:

Occupation:

2. Witness:

Address:

Occupation: