

# **Acquisition and Transfer of Property by Gram Panchayats, Mandal Parishads and Zilla Parishads Rules, 2001**

ANDHRA PRADESH

India

## **Acquisition and Transfer of Property by Gram Panchayats, Mandal Parishads and Zilla Parishads Rules, 2001**

### **Rule**

### **ACQUISITION-AND-TRANSFER-OF-PROPERTY-BY-GRAM-PANCHAYATS, MANDAL PARISHADS AND ZILLA PARISHADS RULES, 2001**

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Acquisition and Transfer of Property by Gram Panchayats, Mandal Parishads and Zilla Parishads Rules, 2001Published vide Notification No. G.O. Ms. No. 215, Panchayat Raj and Rural Development (Parts III), dated 25.06.2001Last Updated 29th August, 2019No. G.O. Ms. No. 215. - In exercise of the power conferred under clause (xi) of sub-section (2) of Section 268 of the Andhra Pradesh Panchayat Raj Act, 1994 (Act 13 of 1994) the Governor of Andhra Pradesh here by makes the following rules relating to Acquisition and Transfer of Property by Gram Panchayats, Mandal Parishads and Zilla Parishads in the State.

#### **1. Short Title.**

- The Rules maybe called the Acquisition and Transfer of Property by Gram Panchayats, Mandal Parishads and Zilla Parishads Rules, 2001.

#### **2. Conditions for Acquisition of immovable property.**

(1)No Gram Panchayat, Mandal Parishad and Zilla Parishad shall acquire any immovable property unless the following conditions are satisfied, namely: -(a)If the property to be acquired is to be used for a purpose which has a bearing on public health or sanitation, the approval of District Medical and Health Officer shall be obtained:(b)That the property is approved by the Superintendent Engineer (Panchayat Raj) as well as by the District Panchayat Officer in the case of Gram

Panchayats, the Chief Executive Officer in the case of Mandal Parishads and Commissioner, Panchayat Raj in the case of Zilla Parishads as suitable for the purpose for which it is intended, in case where the estimated cost exceeds Rs. 10,000/- in the case of Gram Panchayats, Rs. 25,000/- in the case of Mandal Parishads and Rs. 1,00,000/- in the case of Zilla Parishads: Provided that in case there is a difference of opinion between the Superintendent Engineer (Panchayat Raj) and the District Panchayat Officer or the Chief Executive Officer in the case of Mandal Parishad and Commissioner of Panchayat Raj in the case of Zilla Parishad, as the case may be, the case shall be referred for the decision of the District Collector in the case of Gram Panchayat and Mandal Parishad, and Government in the case of Zilla Parishad and their decision thereon shall be final; (c) that the property, if its value exceeds Rs. 10,000/- and if it is intended for educational purposes, the approval of the District Educational Officer is also necessary; (d) that the property, if its value exceeds Rs. 10,000/- and if it is intended for hospitals and dispensaries, the approval of the District Medical and Health Officers is also necessary; (e) that the property shall not be acquired otherwise than under the Land Acquisition Act, 1894, unless the previous approval of the District Collector has been obtained thereof; (f) that in the case of the lands acquired otherwise than under the Land Acquisition Act, 1894, a valuation certificate is obtained from the Revenue Department and that no amount in excess of such valuation shall be paid without obtaining the specific approval of the District Collector in that behalf; (g) that in the case of buildings, a valuation and a certificate regarding structural stability are obtained from the Executive Engineer (Panchayat Raj) and that no amount in excess of such valuation shall be paid without obtaining the specific approval of the District Collector in that behalf; and (h) that in every case where the consideration for the property is not less than Rs. 1,000/- an encumbrance certificate is obtained from the Sub-Registrar concerned in respect of such property and examined by the Legal Adviser of the Gram Panchayat, Mandal Parishad, Zilla Parishad as the case may be, unless the nature of the transaction as such by law, the property is free of all encumbrances: (1) in case of alienation of land to Government Department, if the land and structure belonging to Gram Panchayat; where the value of land is more than Rs. 25,000/- and in the case of Mandal Parishad, where the value is more than Rs. 50,000/- prior approval of Collector shall be obtained. In case of Zilla Parishads, wherever the value of the land and structure exceeds Rs. 2.00 lakhs, prior approval of Government shall be obtained. In case of alienation in favour of Government organisations, where Government has a stake of more than 50% and wherever the value of the land exceeds Rs. 25,000/- in the case of Gram Panchayat, Rs. 50,000/- in the case of Mandal Parishad and Rs. 1.00 lakh in the case of Zilla Parishad, prior approval of Government shall be obtained. (2) The deed transferring the property to the Gram Panchayat, Mandal Parishad and Zilla Parishad shall be in the appropriate form as specified in Schedule I appended to these rules, with such variations as circumstances may require. The provisions of sub-rules (1) and (2) shall not apply to a case where the Gram Panchayat, Mandal Parishad and Zilla Parishad has to purchase immovable property brought to sale in execution of a decree obtained by it.

### **3. Transfer of Immovable Property.**

(1) Transfers otherwise than by lease of immovable property vesting in, but not belonging to Gram Panchayat, Mandal and Zilla Parishad: - (1) Immovable property vesting in but not belonging to a Gram Panchayat, Mandal Parishad and Zilla Parishad shall not be transferred or charged in

contravention of the conditions subject to which such property became vested in the Gram Panchayat, Mandal Parishad and Zilla Parishad. (2) No land belonging to Gram Panchayat or Mandal Parishad or Zilla Parishad shall be alienated or transferred by sale, lease or mortgage to private individuals or associations or Private Institutions even for purposes which are charitable in nature: Provided that this does not prohibit alienation of lands in favour of Government Departments or Government Organisations where Government has a share of more than 50%. (3) The deed of transfer, in favour of Government Departments or Government Organisations shall be in the appropriate form in Schedule-III appended to these rules, with such variations as circumstances as may require.

#### **4. Taking land on lease by the Gram Panchayat/Mandal Parishad/Zilla Parishad.**

(1) The Gram Panchayat or Mandal Parishad or Zilla Parishad may take on lease property as required for temporary use. In case where lease value exceeds Rs. 10,000/- in the case of Gram Panchayat and Rs. 25,000/- in the case of Mandal Parishad, prior approval of the District Collector shall be obtained and in case of Zilla Parishad, where lease value exceeds Rs. 1.00 lakhs, prior permission of the Government shall be obtained. (2) The land leased-in by the Gram Panchayat or Mandal Parishad or Zilla Parishad shall not be for a period of more than 3 years and no permanent structures shall be built on the leased lands. (3) The upset price for taking land on lease shall be determined by a committee at the district level consisting of (1) Chairperson, Zilla Parishad as Chairperson; (2) Collector as Member; and (3) Chief Executive Officer, Zilla Parishad as Member.

#### **5. Transfer by lease of immovable property vested in but not belonging to Gram Panchayat, Mandal Parishad and Zilla Parishad.**

(1) No land belonging to Gram Panchayat, Mandal Parishad and Zilla Parishad or vested in by them the Government shall be given on lease to any private individual, association of private individuals or private organisations. Provided that such leases can be granted in favour of Government Departments and Government organisations, where Government is having more than 50% share; Provided further that prior approval of the District Collector shall be taken with regard to such Organisations, in the case of Gram Panchayats and Mandal Parishads and whereas, in the case of Zilla Parishads, prior approval of Government shall be obtained. (2) The lease-deed shall be as specified in Form-III (a) in Schedule-III appended to these rules with such variations as circumstances may require.

#### **6. Leases of Road sides and street Margins.**

(1) Leases of road sides and street margins vested in Gram Panchayat, Mandal Parishad and Zilla Parishad shall be subject to the following restrictions and control: (i) The Gram Panchayats, Mandal Parishads and Zilla Parishads can lease out road margins and street margins for taking up tree Patta Scheme in favour of those individuals or families below the poverty line. Provided that while issuing such leases a minimum of 60% of such land should be earmarked in favour of S.Cs. and

S.Ts.:(ii)every Gram Panchayat, Mandal Parishad and Zilla Parishad shall require that every application for a lease shall furnish information as to the use to which the land will be put and the period of which a lease is required. If any structure is proposed to be constructed thereon, information as to the materials to be used in the construction should also be furnished;(iii)the lease may be granted by the Gram Panchayat, Mandal Parishad and Zilla Parishad as the case may be, if the structure is to be constructed of with temporary materials such as palmy rah or coconut leaves, bamboo or other matting or gunny cloth or other similar, materials or which are of such a nature as to be movable daily, and the period of lease shall not exceed twelve months and fee shall be levied and collected in advance for every lease;(iv)no lease for a structure made of materials other than those mentioned in clause (iii) or for a period exceeding twelve months, shall be granted by Gram Panchayat/Mandal Parishad/Zilla Parishad, except with the previous approval of the District Collector who while according approval may lay down such conditions as he may consider necessary subject to which the lease may be granted by the Gram Panchayat/Mandal Parishad/Zilla Parishad. The Gram Panchayat/Mandal Parishad/Zilla Parishad shall embody such conditions in the lease as it thinks necessary, before it is granted. It must be expressly provided in every case that the amount of the lease shall be paid to the Gram Panchayat/Mandal Parishad/Zilla Parishad as the case may be, in advance so long as the lease is in force and that in default of payment of such amount the lease is liable to be terminated;(v)no lease shall be granted ordinarily for a period exceeding twelve months at a time. The approval of the District Collector shall not be necessary for a renewal of a lease granted under this rule;(vi)every lease under clause (iii) or clause (iv) shall expressly provide that the lease is liable to be terminate at any time within the period of the lease without payment of compensation to the leasee if, in the opinion of the Gram Panchat/ Mandal Parishad/Zilla Parishad or of the District Collector, if it is necessary in the public interest to remove any structure erected on the land;(vii)no road margin shall be leased out for cultivation.(2)The lease-deed shall be in Form-111 (b) in Schedule III appended to these rules with such variations as circumstances may require.

## **7. Publication of Proposed transfers and leases.**

(1)In every case of transfer or lease falling under Rules 3, 4 or 5 the Gram Panchayat, Mandal Parishad and Zilla Parishad shall publish a notice of the proposed transfer of lease, giving full particulars of the property to be transferred or leased, the name of the proposed transferee or leasee and the consideration for the transfer of the rent reserved under the lease:(a)in the District Gazette, if the consideration for the transfer exceeds Rs. 10,000/-or if the rent reserved under the lease exceeds Rs. 1,000/- per annum;(b)by affixure in a conspicuous place;(i)at the Gram Panchayat Office in which the property is situated, in the case of Gram Panchayat, Mandal Parishad Office in the case Mandal Parishad property and Zilla Parishad Office in the case of Zilla Parishad property; and(ii)on the property to be transferred or leased;(iii)at the office of the District Collector and of the Revenue Divisional Officer;(iv)at the Mandal Revenue Officer concerned.(2)In every case where such transfer or lease is by public auction, a notice with full particulars of the property to be transferred or leased out shall be published.(a)In the District Gazette and in one or two prominent local newspapers circulated within the jurisdiction of the Gram Panchayat/Mandal Parishad/Zilla Parishad as the case may be, if the consideration for the transfer exceeds Rs. 10,000/-or if the rent reserved under the lease exceeds Rs. 1,000/- per annum.(b)In the manner specified in clause (b) of

sub-rule (1); and (c) By beat of drum in suitable places. (3) The Gram Panchayat, Mandal Parishad and Zilla Parishad may dispense with the publication in the District Gazette as required by sub-rules (1) and (2) in the case of leases which are granted during the course of a financial year owing to the failure of the original lessee to fulfil the terms of his lease,

## **8. Transfers and leases to be subject to condition of transferee or lessee paying assessment, ground-rent, Peshkash, or quit-rent to Government.**

(1) Not transfer, or lease of any immovable property made by the Gram Panchayat, Mandal Parishad and Zilla Parishad shall be valid unless it be a condition thereof that the transferee or lease shall be liable to pay to the Government such assessment, ground-rent, peshkash or quit-rent as the District Collector may determine to be payable in respect of the property and that the said assessment, ground-rent, peshkash or quit-rent is subject to revision from time to time in accordance with the rules for the time being in force except in respect of quit-rent on enfranchised inam lands and peshkash on lands in proprietary villages acquired by the Gram Panchayat, Mandal Parishad and Zilla Parishad by private negotiation. (2) Nothing Contained In This Rule Shall Affect The Right Of Government, To Recover From The Gram Panchayat, Mandal Parishad And Zilla Parishad The Assessment, Ground-Rent, Peshkash Or Quit-Rent Leviable On Lands Not Transferred Safe Or Exchange Or Otherwise Permanently Alienated. (3) In cases where the assessment, ground-rent, peshkash or quit-rent leviable on the lands after transfer is already being paid by the gram panchayat and the land is not transferred by sale or exchange, or leased in perpetuity or otherwise permanently alienated, the gram panchayat, mandal parishad and zilla parishad shall continue to pay such assessment, ground-rent, peshkash or quit-rent and the liability shall not be imposed on the transferee. (4) In the case of lease falling under rule 6, the gram panchayat, mandal parishad and zilla parishad shall furnish the district collector with a return of such leases where upon the district collector will fix the assessment or ground-rent on the basis of the information in the return and collect it from the gram panchayat, mandal parishad and zilla parishad.

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(See Rule 2(2)) Form I (a) Transfer by Sale This indenture made the..... day of .....between..... representing..... located, at (hereinafter called the "Vendor" which expression shall where the context so admits include his heirs, executors, administrators and legal representatives) of the one part and the G. P. /M. P. /Z. P. constituted under Andhra Pradesh Panchayat Raj Act, 1994 (here in after called the "purchaser" which expression shall where the context so admits includes its successors and assigns) of the other part: Whereas the vendor is well and sufficiently entitled to the land and premises described in the schedule here to: And whereas the purchaser in exercise of its powers has agreed with the vendor to purchase the said land and premises intended to be hereby granted conveyed and assigned subject to the quit-rent (if any) payable in respect of the same but otherwise free from encumbrances at the price of rupees..... Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of rupees..... to the vendor doth hereby grant convey and assign unto the purchaser all that piece or parcel of land situated in and more particularly described in Schedule

hereunder written and which together with the message or tenement erected thereon is commonly called or known as.....Together with all buildings, god owns, trees, commons, hedges, ditches, fences, ways, waters-watercourses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece and parcel of land message and premises or any of them in any wise appertaining or hereto fore occupied or enjoyed therewith and all the estate right title interest property claim and demand whatsoever of the vendor into upon the same premises to have and to hold the said piece or parcel of land message and premises hereby granted, conveyed and assign unto the purchaser for ever and the vendor doth hereby covenant with the purchaser that he the vendor now hath good right to grant convey and assign the premises hereby granted, conveyed and assigned unto the purchaser in manner aforesaid and that the purchases shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises free from all encumbrances whatsoever and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the vendor or any other person or persons and further that the vendor and all persons having lawfully or equitably claiming any estate or interest in the said premises or any of them or any part thereof from under or in trust for the vendor or from or under any of his ancestors shall and will from time to time and at all times hereafter at the request and cost of the purchaser do execute and register or cause to be done, executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchaser in manner aforesaid as shall or may be reasonably required. In witness whereof the vendor hath hereunto set his hand and seal the day and year first above written. The Schedule Above Referred to All that piece or parcel of land and premises situated in the village of ..... the registration sub-district of.....in the registration district of.....and bounded on the North by.....on the South by .....on the East by..... and on the West by.....Bearing re-survey No..... and old Survey No and containing on the whole by admeasurement.....(be the same more or less.) Signed sealed and delivered by the above-named in the presence of.....Witnesses:(1)(2)Form I (b)Transfer by LeaseThis indenture made the.....day of and ..... between..... representing ..... and carrying on business at.....(hereinafter called the "Lessor" which expression where the context admits shall include his heirs, executors, administrators, legal representatives and assigns) of the one part and the G.P./M.P./ Z.P. constituted under Andhra Pradesh Panchayat Raj Act, 1994 (hereinafter called the "the lessee" which expression where the context admits shall include its successors in office and assigns) of the other part: Witnesseth as follows: -

**1. In consideration of the rent hereby reserved and of the covenants by the lessee herein contained the lessor demises unto the lessee. All that piece or parcel of land together with the building and premises known as..... situated in the registration subdistrict of.....in the registration district ..... bearing S. No..... and more particularly described in the Schedule hereto for the term of.....years from the day of ..... paying therefore in advance the monthly rent of Rs..... clear of all deductions the first of such payments to be made on the.....day of.....**

**2. The lessee covenants with the lessor as follows. - (1) To pay the reserved rent on or before the first day of each month in advance and in manner aforesaid.**

(2) To bear pay and discharge all existing and future taxes, charges, assessments and outgoings payable in respect of the said premises. (3) To keep the exterior and the interior of the demised premises and all additions thereto the boundary wall and fences thereof the drains soil and other pipes, sanitary and water apparatus, electric fittings and fixtures thereof in good and tenantable repair and conditions. (4) Not to make or permit to be made under any circumstances any alterations in or addition to the demised buildings without the previous consent in writing of the lessor. Provided always that if the lessee is permitted to make any alterations by the lessor the lessee shall not be entitled to any compensations therefor. (5) To permit the lessor with or without workmen or others at all reasonable times on giving one day's previous notice to enter upon the demised premises and to view the condition thereof and upon notice being given by the lessor to repair within one month from the service of the notice in accordance therewith. (6) Not to assign, underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the lessor. (7) To yield up the demised premises with all fixtures and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants herein contained.

**3. The lessor covenants with the lessee as follows. - (i) That the lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall peacefully hold and enjoy the demised premises during the said term without any interruption by the lessor or any person rightfully claiming under or in trust for him.**

(ii) To carry out all repairs to main walls, roof and foundations due to fair wear and tear, the decision of the Executive Engineer for the time being of..... Division as to the necessity for such repairs being final.

**4. Provided always that it is hereby expressly agreed by and between the parties hereto as follows. - (1) If the rent hereby reserved or any part thereof shall be unpaid for 14 days after becoming payable (whether formally demanded or not) or any covenant on the lessee's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the lesser at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of the breach of any of the lessee's covenants herein**

**contained.**

(2) If the lessee shall desire to determine the present demise and shall give to the lessor three calendar months previous notice in writing of such desire then immediately on the expiration of the three calendar months and present demise and every thing here in contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant. (3) that the lessor will, on the written request of the lessee made within three calendar months before the expiration of the term hereby granted, grant to the lessee a lease of the demised premises for the further term of .....years and containing the like covenants and provisos as are herein contained except the including a covenant for renewal. In witness, whereof the lessor hath hereunto set his hand and seal and the common seal of the gram panchayat of..... the lessee was hereunto affixed the day and year first above written. The Schedule above Referred to All that piece or parcel of land and premises situated in the village of..... in the registration sub-district of ..... in the registration district of and bounded on the North by ..... on the South by ..... on the East by..... and on the West by..... bearing re-survey No..... and old Survey No..... and containing on the whole by admeasurement..... (be the same more or less.) Signed, sealed and delivered by the above named in the presence of..... Signed by the executive authority of the GP/MP/ZP of ..... in the presence of..... The common seal of the GP/MP/ZP was hereunto affixed in presence of..... Witnesses: (1) (2) Form I (c) Transfer by Mortgage This indenture made the..... day of ..... between..... representing..... located at ..... (hereinafter called "the mortgagor" which expression shall where the context so admits include his heirs, executors, administrators, legal representatives) of the one part and the G.P./M.P./Z.P..... constituted under Andhra Pradesh Panchayat Raj Act, 1994 (hereinafter called the "the mortgagee which expression shall where the context so admits include its successors and assigns) of the other part: Whereas the mortgagor is well and truly entitled to and possessed of the piece or parcel of land premises described in the Schedule hereto. And whereas the mortgagee has agreed to lend the mortgagor the sum of Rs..... on having the repayment thereof In the manner hereinafter appearing. Now the indenture witnesseth that in consideration of the sum of Rs..... on or before the execution of these presents paid to the mortgagor by the mortgagee receipt whereof the mortgagor doth hereby acknowledge) he the mortgagor, doth hereby give, grant and assign unto the mortgagee an usufructary mortgage of all the piece and parcel of land situated in..... and more particularly described in the Schedule hereunder written and which together with the messuage or tenement erected thereon is commonly called for known as ..... together with all buildings, god owns, trees, hedges, ditches, fences, ways, waters, watercourses, liabilities, privileges, easements, advantages and appurtenance whatsoever to the said piece or parcel of land messuage and premises or any of them in anywise appertaining or heretofore or hereafter to be occupied or enjoyed therewith and all the estate, right, title, interest, property, claim, and demand whatsoever of the mortgagor into and upon the same premises to have and to hold the said piece or parcel of land messuage and premises hereby granted, conveyed, and assigned or expressed so to be unto the mortgagee for ever subject to the proviso for redemption hereinafter contained. The mortgagor hereby declares that he has put the mortgagee in possession of the mortgaged property and that the mortgagee shall continue in such possession of the property until the said sum of Rs..... is repaid to the mortgagee and that the mortgagee shall appropriate the rents and profits accruing from the property in lieu of the interest due in respect of the mortgage money. And the



mortgagor doth hereby covenant with the mortgagee that he the mortgagor will as long as any money shall remain due on the security of these presents keep all the messuages and buildings now existing or hereafter to be erected on the said premises herein before expressed to be hereby granted, conveyed and assigned in good and substantial repair and insured against loss or damage by fire in the sum of Rs.....at the least in some office or offices approved by and in the name of the mortgagee and will duly and punctually pay all premiums and sums of money necessary for such purpose and for keeping such insurances on foot and also all quit-rent assessment rates, taxes, and other outgoings for the time being payable in respect of, or charged upon, the said premises or any of them and will forth with deliver to the mortgagee the policy or policies of insurance and the receipt for every sum If payable as aforesaid and that if default be made on keeping the said buildings so repaired or in effecting or keeping on foot such insurances or in payment of any such quit-rent assessment rates, taxes any other outgoings, as aforesaid or in so delivering any policy or policies or receipt as aforesaid it shall be law full for but not incumbent upon the mortgagee to put the said premises into proper and substantial repair or (as the case may be) to insure and keep insured the said buildings in any sum not exceeding the amount aforesaid and to pay the premiums and all expenses incurred in so doing or (as the case may be) any such quit-rent, assessment, rates, taxes or other outgoings F as aforesaid. And further that the mortgagor will forthwith repay to the mortgagee all such premiums, expenses, and other moneys with interest thereon at the rate of.....per cent per annum from the time of each payment and that until repayment the premises hereby I mortgaged shall stand charged with the amount to be repaid and interest thereon at the rate aforesaid and that all moneys received in respect of any insurance shall at the option of the mortgagee be applied either in reinstating or restoring the buildings insured or in or towards payment of the moneys for the time being on the security of these presents and the mortgagor doth hereby covenant with the mortgagee that he the mortgagor now hath power to give and grant this usufructary mortgage unto the mortgagee And it is hereby expressly agreed and declared that on payment at any time by the mortgagor to the mortgagee of the said sum of Rs..... and all other moneys, if any, due under these presents the mortgage shall at the request and cost of the mortgagor reconvey and reassigning unto the mortgagor or as he may direct all and singular the plot or piece of land and premises hereby expressed to be granted, conveyed, or assigned. In witness whereof the mortgagor hath hereunto set his hand and seal the day and year first above written. The Schedule above Referred to All that piece or parcel of land and premises situated in the village of..... in the registration sub-district of..... in the registration district of..... and bounded on the North by..... on the South by ..... on the East by..... and on the West by..... bearing re-survey No..... and old Survey No..... and containing on the whole by admeasurement..... (be the same more or less.) Signed, sealed and delivered by the above named in the presence of..... Witnesses: (1) (2) Form I (d) Transfers by Gift This indenture made the..... day of two thousand and ..... between..... representing..... located at..... (hereinafter called "the donor" with expression shall where the context admits include his heirs, executors, administrators and legal representatives) of the one part and the G.P./M.P./Z.P..... constituted under Andhra Pradesh Panchayat Raj Act, 1994 (hereinafter called "the donee" which expression shall where the context admits include its successors and assigns) of the other part. Whereas the donor is well and sufficiently entitled, free from encumbrances, to the piece and parcel of land and premises hereinafter described and intended to be hereby granted, conveyed and assigned. And whereas the donor has agreed to transfer the said piece or parcel of land and

premises to the donee as a gift subject to the payment by the donee of all existing and future taxes, charges, assessments and ground-rent in respect of the same and the donee has agreed to accept the same subject to such conditions. And Whereas the said piece or parcel of land and premises is of the value of Rs..... for the purpose of stamp duty. Now this indenture witnesseth that the donor doth hereby give grant; convey, and assign unto the donee who hereby accepts the same all that piece and parcel of land bearing survey No..... situated in the village of..... in the registration sub-district of..... in the registration district of..... and more particularly described in the Schedule hereunder written together with all buildings, trees, commons, liberties, privileges, easements, advantages and appertinances whatsoever to the said piece or parcel of land, buildings and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith and all the estate, right, title, interest, property, claim and demand whatsoever of the donor into and upon the same premises to have and to hold the said piece or parcel of land and premises hereby granted, conveyed, and assignee unto and donee for ever and the donor doth hereby covenant with the donee that the donor now hath good right to grant, convey and assign the premises hereby granted, conveyed, and assigned unto and the donee in manner aforesaid and that the donee shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises free from all encumbrances whatsoever without any lawful eviction, interruption, claim or demand whatsoever from or by the donor or any person claiming under or in trust for him and further that the donor and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for the donor or from or under any of his ancestors shall and will from time to time and at all times hereafter at the request and cost of the donee do execute and register or cause to be done executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto and donee in a manner aforesaid or as shall or may be reasonably required. In witness whereof, the donor hath hereunto set his hand and seal and the common seal of the GP/MP/ZP..... the donee was hereunto affixed the day and year first above written. The Schedule above Referred to All that piece or parcel of land and premises situated in the village of .... in the registration sub-district of.... in the registration district of and bounded on the North by on the South by. on the East by ..... and on the West by bearing re-survey No and old survey No and containing on the whole by admeasurement..... (be the same more or less.) Signed, sealed and delivered by the above named in the presence of..... Signed by the executive authority of G.P. / M.P./Z.P in the presence of..... The common seal of the G.P./M.P./Z.P. was hereunto affixed in the presence of ..... Witnesses: (1) (2) Form II (b) Transfer by Exchange This indenture made the..... day of..... between the G.P./M.P./Z.P of..... constituted under Andhra Pradesh Panchayat Raj Act, 1994 (hereinafter called the "gram panchayat" which expression shall where the context admits include its successors and assigns) of the one part And son of ..... residing at ..... (hereinafter called the party of the second part which expression shall where the context admits include his heirs, executors, administrators, legal representatives and assigns) of the other part. Whereas the G.P./M.P. /Z.P..... is well and truly entitled to and possessed of the piece or parcel of land more particularly described in the second schedule hereto together with the buildings thereon free from encumbrances: And whereas the parties hereto have agreed to effect such exchange as is herein after contained of the said pieces or parcels of land more particularly described in the first and second schedules hereto respectively; And whereas the District Collector of..... district by an order No..... dated the..... day of..... sanctioned the exchange of the

properties in manner herein after contained; And whereas due notice of the exchange in manner hereinafter contained has been in accordance with the provisions of the rules relating thereto: Now this indenture witnesseth that in consideration of the conveyance by the party of the second party (hereinafter called the G.P./M.P./Z.P. in pursuance of every statutory and other authority hereunto enabling it doth hereby grant, convey and assign unto the party of the second part. All that piece or parcel of land of the value of Rs. .... or thereabouts situated in ..... and more particularly described in the first Schedule hereunder written and coloured on the map or plan marked "A" hereunto annexed together with all buildings, trees, commons, hedges, ditches, fences, ways, waters, watercourses, liberties, privileges, easements, advantages and appertenances whatsoever to the said piece or parcel of land and premises or any of them in anywise appertaining or hereto fore occupied or enjoyed therewith and all the estate right, title, interest, property, claim and demand whatsoever of the gram panchayat into and upon the same premises to have and to hold the said piece or parcel of land and premises hereby granted and assigned or expressed so to be unto the party of the second part for every ..... and the party of the second part doth hereby covenant with the G.P./M.P./Z.P. that the party of the second part will at all times hereafter pay the assessment or ground-rent of ..... or such other amount as the District Collector of ..... may from time to time determine and any other ground-rent, assessments and taxes that are or may from time to time be levied upon the said piece or parcel of land or premises by the Government of India or the Government of Andhra Pradesh or by any local or other authority and this Indenture further witnesseth that in consideration of the conveyance by the G.P./M.P./Z.P. at hereinbefore contained the party of the second part doth hereby grant, convey and assign unto the G.P./M.P./Z.P. all that piece or parcel of land of the value of rupees ..... thereabouts situated in ..... and being more particularly described in the second schedule hereunder written and coloured on the map or plan marked 'B' hereto annexed together with all buildings, trees, commons, hedges, ditches, fences, ways, waters, watercourses, liberties, privileges, easements, advantages and appertenances whatsoever to the said piece or parcel of land and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith and all the estate, right, title, interest, property, claim, and demand whatsoever of the party of the second part into and upon such last mentioned premises to have and to hold the said piece or parcel of land and premises lastly hereinbefore expressed to be hereby granted, conveyed and assigned unto the G.P./M.P./Z.P. for ever and the gram panchayat doth hereby covenant with the party of the second party that the gram Panchayat will at all times hereafter pay the assessments and taxes that are or may from time to time be levied upon the said piece or parcel of land or premises by the Central Government or the Government of Andhra Pradesh or by any local or other authority and the parties hereto mutually covenant and agree each with the other of them that notwithstanding any act, deed or thing done or executed or knowingly suffered to the contrary they none have good right to grant, convey and assign respectively the said premises expressed to be hereby granted, conveyed and assigned in manner aforesaid and that either party shall and may at all times hereafter peaceable and quietly possess and enjoy such last mentioned premises and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the other party or any person or persons lawfully or equitably claiming from, under or in trust for the said party and that free from all encumbrances whatsoever made or suffered by either party of any person or persons lawfully or equitably claiming as aforesaid and further that the parties and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in

trust for any of the parties shall and will from time to time and at all times hereafter at the requested and cost of the other party do execute and register or cause to be done executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring such last mentioned premises and every part thereof unto the other party in manner aforesaid as shall or may be reasonably required. in witness whereof the common seal of the Gram panchayat was hereunto affixed and ..... hath hereunto set his hand and seal the day and year first above written. The First Schedule above Referred to All that piece or parcel of land coloured in the plan marked "A" attached hereto and situate in the village of ..... in the registration sub-district of ..... in the registration district of ..... bearing Survey No. .... O.S. No. .... and bounded on the North by R.S.No. .... on East by R.S.No. .... on the South by R.S.No. .... and on the West by R.S.No. .... and containing by admeasurement ..... thereabouts. The Second Schedule above Referred to All that piece or parcel of land coloured in the plan marked "B" situate in the village of ..... in the registration sub-district of ..... in the registration district of ..... bearing resurvey No. .... O.S.No. .... bounded on the North by ..... on East by ..... on the South by ..... and containing by admeasurement ..... or thereabouts. The common seal of the Gram Panchayat of ..... was hereunto affixed in the presence of ..... Signed by the executive authority of ..... G.P. /M.P. /Z.P. in the presence of ..... Signed, sealed and delivered by the above named in the presence of ..... Witnesses: (1) (2) Form II (c) Transfer by Mortgage This indenture made the ..... day of ..... between the G.P./M.P./ Z.P. .... constituted under Andhra Pradesh Panchayat Raj Act, 1994 (hereinafter called "the mortgagor" which expression shall where the context so admits include its successors and assigns) of the one part and ..... son of ..... residing at ..... (hereinafter called "The mortgagee" which expression shall where the context so admits include his heirs, executors, administrators and legal representatives) of the other part. Whereas the mortgagor is well and truly entitled to and possessed of the piece or parcel of land and premises described in the Schedule hereto; And whereas the mortgagee has agreed to lend the mortgagor the sum of Rs. .... on having the repayment thereof with interest at the rate hereinafter mentioned secured in the manner hereinafter appearing. And whereas the District Collector of ..... district by an order No. .... dated the ..... day of ..... has sanctioned the mortgage of the properties in manner hereinafter contained. "And whereas the Government of Andhra Pradesh have also by an order No. .... dated the ..... day of ..... sanctioned the mortgage of the properties in manner hereinafter contained; And whereas due notice of the mortgage in manner hereinafter contained has been given in accordance with the provisions of the rules relating thereto; Now this indenture witnesseth that in consideration of the sum of Rs. .... on or before the execution of these presents paid to the mortgagor by the mortgage (the receipt whereof the mortgagor doth hereby acknowledge) the mortgagor doth hereby covenant with the mortgagee that the mortgagor will on demand pay to the mortgagee the sum of Rs with interest thereon at the rate of Rs. .... percent per annum. And this indenture also witnesseth that for the same consideration the mortgagor doth hereby give and grant unto the mortgage a simple mortgage of all that piece and parcel of land situate in ..... and more particularly described in the schedule hereunder written and which together with the messuage or tenement erected thereon is commonly called or known as ..... together with all buildings, god owns, trees, commons, hedges, ditches, fences, ways, waters, water-course, liberties, privileges, easements, advantages, and appertenances whatsoever to these said piece or parcel of land messuage and premises or any of them in any wise appertaining heretofore or hereafter occupied or enjoyed therewith and all the estate, right, title,

interest, property, claim and demand whatsoever of the mortgagor into and upon the same premises and the mortgagor doth with the mortgagee that the mortgagor will so long as any money shall remain due on the security of these presents keep all the messuage and buildings now existing or hereafter to be erected on the said premises hereinbefore expressed to be hereby granted, conveyed and assigned in good and substantial repair and insured against loss or damage by fire in the sum of Rs. at the least in some office or offices approved by and in the name or names of the mortgagee and will duly and punctually pay all premiums and sums of money necessary for such purpose and for keeping such insurance on foot and also all quit-rent, assessment, rates, taxes and other outgoings for the time being payable in respect of or charged upon the said premises or any of them and will forthwith deliver to the mortgagee the policy or policies of insurance and the receipt for every sum payable as aforesaid and that if default shall be made in keeping the said buildings so repaired or in effecting or keeping on foot such insurance or in payment of any such quit-rent, assessment, rates, taxes and other outgoings as aforesaid or in so delivering and policy or policies or receipt as aforesaid it shall be lawful for, but not incumbent upon, the mortgagee to enter into and upon the said premises and put the same into proper and substantial repair or (as the case may be) to insure and keep insured the said buildings in any sum not exceeding the amount aforesaid and to pay the premiums and all expenses incurred in so doing or (as the case may be) any such quit-rent, assessment, rates, taxes or other outgoings as aforesaid and further, that mortgagor will forthwith repay to the mortgagee all such premiums, expenses and other moneys with interest thereon at the rate aforesaid from the time of each payment and that until repayment the hereby mortgaged premises shall stand charged with the amount to be repaid and interest thereon at the rate aforesaid and that all moneys received in respect of any insurances shall at the option of the mortgagee be applied either in reinstating or restoring the buildings insured or in or towards payment of the moneys for the time being owing on the security of these presents and the mortgagor doth hereby covenant with the mortgagee that the mortgagor now hath power to give and grant a simple mortgage unto the mortgagee and it is hereby expressly agreed and declared that; should the properties described in the Schedule hereto prove insufficient when sold to satisfy the amount due under this mortgage, the mortgagor will personally liable for the amount for the time being due and owing under this mortgage. In witness whereof the common seal of the Mortgagor hath was hereunto been affixed the day and year first above written. The First Schedule above Referred to All that piece and parcel of land and premises situated in the village of.....in the registration sub-district of..... in the registration district of..... and bounded on the North by ..... on the South by ..... and the East by .....and on the West by .....bearing Re-Survey No..... and Old Survey No..... and containing on the whole by admeasurement (be the same more or less) Signed by the executive authority of the G.P./M.P./Z.P. of.....in the presence of.....The common seal of the G.P./M.P. /Z.P..... of was hereunto affixed in the presence of.....Witnesses:-(1)(2)

### III

Form III (a)(See Rule 5(2))Transfer by LeaseThis indenture made..... day of..... between the G.P./M.P./Z.P..... constituted under Andhra Pradesh Panchayat Raj Act, 1994 (hereinafter called "The lessor" which expression where the context admits shall include its successors and assigns) of the one part And..... son of..... residing at..... and carrying on business as..... (hereinafter called the "the lessee" which expression where the contest admits shall

include his heirs, executors, administrators, legal representatives and permitted assigns) of the other part. Whereas the lessee has applied to the lessor for a lease of the property more particularly described in the first schedule hereto for the period and at the rate of rent and subject to the terms and conditions hereinafter contained; Andhra whereas the lessor has agreed to grant a lease of the said property in the manner hereinafter contained; (And whereas the District Collector of ..... district by an order No..... dated..... day of..... has sanctioned the lease of the property on the subject to the special conditions contained in the second schedule hereto.) And whereas due notice of the lease of the property has been given in accordance with the provisions of the rules relating thereto; Now this Indenture Witnesseth: -

**1. That in consideration of the rent hereby reserved and of the covenants by the lessee herein contained the lessor demises unto the lessee all that piece and parcel of land together with the building and premises known as..... situated in the registration sub-district of in the registration district of..... bearing survey No..... for the term of..... years from the ..... day of..... paying therefore in advance the monthly rent of Rs..... clear of all deductions the first of such payments to be made on the..... day of.....**

**2. The lessee covenants with the lessor as follows - (1) To pay the reserved rent on or before the first day of each month in advance in manner aforesaid.**

(2) To bear pay and discharge all existing and future charges, assessments and outgoings payable in respect of the said premises inclusive of the ground rent of Rs..... or any other sum that may from time to time be levied as such upon the piece and parcel of land by the District collector of the..... district on behalf of the Government of India or the Government of Andhra Pradesh. (3) To keep the exterior and the interior of the demised premises and all additions thereto and the boundary wall and fences thereof and the rains soil and other pipes and sanitary and water apparatus and electric fittings and fixtures thereof in good and tenantable repair and condition. (4) Not to make or permit to be made under any circumstances any alterations in or additions to the demised buildings without the previous consent in writing of the lessor or its duly authorized officers provided always that if the lessee is permitted to make any alterations by the lessor or its duly authorised officers the lessee shall not be entitled to any compensation therefor. (5) To permit the lessor and its authorized officers or agents with or without workmen or there at all reasonable times on giving on days previous notice to enter upon the demised premises and to view the condition thereof and upon notice being given by the lessor or his authorized officers to repair within one month from the service of the notice in accordance therewith. (6) To observe and fulfil the terms and conditions prescribed by the District collector and contained in the Second Schedule hereto annexed. (7) Not to assign, underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the lessor or its authorized officers. (8) To yield up the demised premises with all fixtures and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants herein contained.

### **3. The lessor covenants with the lessee as follows: -**

(1)The lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised I premises during the said term without any interruption by the lessor or any person rightfully claiming under or in trust for him.(2)To carry out all repairs to main walls, roofs and foundations due to fair reasonable wear and tear, the decision of the Executive Engineer for the time being of ..... division as to the necessity for such repairs being final.

### **4. Provided always and it is here expressly agreed by and between the parties hereto as follows: -**

(1)If the rent hereby reserved or any pan thereof shall be unpaid for 14 days after becoming payable (whether formally demanded or not) or if any covenant on the 'lessees' part herein contained shall not be performed or observed or if the lessee or other person in whom for the time being the term hereby created shall be vested shall become insolvent than and in any of the said cases it shall be lawful for the lessor or its authorized officers at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of the breach of any of the 'lessee' covenants herein contained.(2)If at any time it appears to the District Collector or the lessor (whose decision shall be final) that it is necessary in the public interest to determine the lease it shall be lawful for the said District Collector or the lessor forthwith to cancel this lease by notice in writing addressed to the lessee at this last known place of residence and thereupon this demise shall absolutely determine and the lessee shall not be entitled to any compensation whatsoever in respect of such determination except a proportionate abatement of any rent that may have been paid by the lessee in advance.In witness whereof the common seal of the G.P./M.P./Z.P. of..... the lessor was hereunto affixed and the lessee hath hereunto set his hand and seal of the day and the year first above written.The First Schedule above referred toAll that piece and parcel of land and premises situated in the village of..... in the registration sub-district of.....in the registration district of.....and bounded on the North by..... on the South by..... on the West by..... and on the East by ..... bearing Survey No..... and Door No..... and containing on the whole by admeasurement..... be the same more or less.The Second Schedule above referred toConditions imposed by the District Collector signed by the executive authority of ..... G.P./M.P./Z.P..... in the presence of.....The common seal of the G.P. /M .P. /Z.P. of..... , was hereunto affixed in he presence of.....Signed, sealed and delivered by the above named in the presence of.....Witnesses:(1)(2)Form III (b)(See Rule 6(2))Transfer by LeaseThis indenture made the.....day of .....between the G.P./M.P./Z.P..... constituted under Andhra Pradesh Panchayat Raj Act, 1994 (hereinafter called "The lessor" which expression where the context admits shall include its successors and assigns) of the one part And .....son of..... residing at and carrying on business..... (hereinafter called the "the lessee" which expression where the contest admits shall include his heirs, executors, administrators, legal representatives and assigns) of the other part.Whereas the lessee has applied to the lessor for a lease of the property more particularly described in the first schedule hereto for the period and at the rate of rent and subject to the terms and conditions hereinafter contained and

whereas the lessor has agreed to grant a lease of the said property in the manner hereinafter contained.\*\* (And whereas the District Collector of ..... district by an order No.....dated day of. has sanctioned the lease of the property on and subject to the special conditions contained in the second Schedule hereto.) And whereas due notice of the lease of the property has been given in accordance with the provisions of the rules relating there to: Now this Indenture witnesseth as follows:

**1. In consideration of the rent hereby reserved and of the covenants by the lessee herein contained the lessor demises unto the lessee all that piece of land forming part of the road side and more particularly described in the Schedule street margin attached hereto for a term of.....years from the day of..... paying therefore in advance the rent of Rs..... for each year clear of all deductions the first of such payments to be made on the day of.....**

**2. The lessee covenants with the lessor as follows. - (a) To pay the reserved rent on or before the 1st day of each year in advance and in manner aforesaid;**

(b) To bear, pay and discharge all existing and future taxes, charges, assessments and outgoings payable in respect of the demised land (inclusive of the ground rent of Rs..... or any other sum that may from time to time be levied as such upon the piece and parcel of land by the District Collector of the district on behalf of the Government of India or the Government of Andhra Pradesh.) (c) To keep the demised land in good condition. (d) Not to make or permit to be made under any circumstances any alterations in or addition to the demised land without the previous consent in writing of the lessor or its duly authorized officers provided always that if the lessee is permitted to make any alterations by the lessor or its duly authorized officers the lessee shall not be entitled to any compensation therefor. (e) To permit the lessor and its authorized officers or agents with or without workmen at all reasonable on giving one day's previous notice to enter upon the demised land and to view the condition thereof. (f) To use the demised land only for the purposes for which it is leased. (g) Not to assign or under-let or part with the possession of the demised land or any part thereof without first obtaining the written consent of the lessor or its authorised officers. (h) To yield up the demised land in good condition in accordance with the covenants herein contained.

**3. The lessor covenants with the lessee that the lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part constained shall peaceably hold and enjoy the demised land during the said term without any interruption by the lessor or any person rightly claiming under or in trust for t the lessor.**



- 4. The lease is liable to be terminated at any time within the period of the lease without payment of any compensation to the lessee if in the opinion of the lessor or of the District Collector, it is necessary in the public interest to remove any structure erected on the demised land.**
- 5. If the rent hereby reserved or any part thereof is not paid whether formally demanded or not in accordance with the stipulation herein contained or if any covenant on the lessee's part herein contained shall not be performed observed or if the lessee or other person in whom for the time being the term hereby created shall be bested shall become insolvent then and in any of the said cases it shall be lawful for the lessor or its authorized officers at any time thereafter to re-enter on the demised land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of the breach of any of the lessees' covenants herein contained.**
- 6. If either party shall desire to determine the present demise and shall give to the other part three calendar months previous notice in writing of such desire, then immediately on the expiration of the three calendar months the present demise and everything herein contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant.**
- 7. On the expiry of the period for which the lease is granted unless he lease is renewed by the lessee or when the lease is terminated under clause 4, the lessee is bound to remove all the structures existing on the demised land. If the lessee fails to remove the structure within three months from the date on which the lease expired or within three months from the date of the receipt of a notice under clause 4 whichever is earlier the lessor shall be at liberty to cause the same to be removed without notice to the lessee and the lessee hereby makes himself liable for the costs of such removal and the lessee shall not claim any compensation for the structure so removed or for any damage or loss caused by such removal.**
- 8. In witness whereof the common seal of the gram panchayat at ..... the lessor has hereunto affixed and the lessee hath hereunto set his hand and seal the day and year first above written.**

The First Schedule above referred to All that piece and parcel of land and premises situated in the village of.....in the registration sub-district of..... in the registration district of..... and bounded on the North by..... on the South by..... on the West by.....and on the East by.....bearing Survey No.....and Door No ..... and containing on the whole by admeasurement..... be the same more or less. The Second Schedule above referred to Conditions imposed by the District Collector of.....district. Signed by the executive authority of .....G.P./M.P./Z.P. of.....in the presence of.....The common seal of the G.P./M.P./Z.P. of .....was.....hereunto affixed in the presence of.....Signed, sealed and delivered by the above named in the presence of.....Witnesses:(1)(2)