

In pursuance of the provisions of clause (3) of Article 348 of “**the Constitution of India**”, the Governor is pleased to order the publication of the following English translation of Notification No. 1796 / Dated, 08.12.2015 for general information.

Government of Uttarakhand
No -1796/V/-Aa-2015- 121 (Aavas)15-06
Dehradun, Dated: 08 December, 2015

NOTIFICATION

In exercise of the powers conferred by clause (c) of sub-section (2) of Section 55 of The Uttarakhand Urban and Country Planning and Development Act, 1973, the Government of Uttarakhand hereby make the following rules, namely, “Uttarakhand Land Pooling Scheme (Implementation), Rules, 2015”.

The Uttarakhand Land Pooling Scheme (Implementation), Rules, 2015

1. **Short title and Commencement** (1) These rules may be called as “Uttarakhand Land Pooling Scheme (Implementation), Rules, 2015”.
(2) It shall come into force at once.
2. **Definitions** (1) In these rules, unless the context otherwise requires :--
 - (a) ‘Act’ means The Uttarakhand Urban and Country Planning and Development Act, 1973.
 - (b) ‘Authority’ shall mean the State Authority and/or the Development Authority, (herein after referred to as the “development authority” as the case may be), constituted under section 4 of the Act;
 - (c) ‘Government’ means the State Government of Uttarakhand;
 - (d) ‘semi-urban’ means an area immediately surrounding urban area.
 - (e) ‘public & semi public’ means area set apart



for developing social infrastructure as per the standards and norms laid down in the master plan or the zonal development plan or any other plan;

(f) 'public notice' shall mean a notice issued by the development authority under this scheme stating the details of the land to be required under the land pooling scheme and shall be published in the following manner namely –

- (i) in two daily newspapers circulating in the locality of such area of which one shall be in the regional language; and
- (ii) uploaded on the website of the development authority.

(g) 'commercial' means area set apart for developing commercial space to undertake commercial activity as per the standards and norms laid down in the master plan or zonal plan or any other plan;

(h) 'residential' means area set apart for developing residential space as per the standards and norms laid down in the master plan or zonal plan or any other plan;

(i) 'chief administrator' shall mean the Chief Administrator of the Uttarakhand Housing and Urban Development Authority.

(i) 'vice chairman' shall mean the Vice Chairman of the Development Authority;

(j) 'website' in the context of Land Pooling refers to official website of the Development Authority; and

(k) Words and expressions used but not defined in these rules shall have meanings assigned to them in the Act.

3 Applicability

These rules shall be applicable to the entire area notified as 'development areas' under section 3 of The Uttarakhand Urban and Country



Planning and Development Act, 1973.

4 General

(1) The Development Authority may undertake to develop a land pooling scheme pursuant to the Public Notice issued by it under this scheme.

(2) The Authority shall guarantee the return of reconstituted land and payment of benefits to the land owners/ persons having the land holdings with transferable rights, who have surrendered their land under the land pooling scheme as follows:

S.No	Area surrendered under the Land Pooling Scheme (SqM)	Entitlement to the developed residential plot area (SqM)	Entitlement to the developed commercial plot area (SqM)
1.	250 to 5000	20% of the surrendered area, and	04% of the surrendered area
2.	5001 to 10,000	22% of the surrendered area, and	06% of the surrendered area
3.	More than 10,000	27% of the surrendered area, and	07% of the surrendered area

For example- if a person pools 500 SqM of land, he will be entitled for developed residential plot of an area 100 SqM and 20 SqM of commercial space.

(a) In case the land owner opts for monetary compensation in lieu of the commercial space/ area to be allocated as above, then in that event he will be entitled three times monetary compensation of the commercial area to be allocated at the prevalent circle rate applicable on the date of pooling of the land.

For example – if one opts for monetary compensation in lieu of 20 SqM of commercial area to be allocated, then he will be entitled to monetary compensation as under :-

20 SqM X 3 = 60 SqMtrs X prevailing circle rate on the date of pooling of the land.



(b) In addition to the entitlement of residential and commercial area, the owner of the surrendered / pooled land will be entitled for upfront payment equivalent to 50% of the cost of land as per circle rate on the date of pooling of the land, per year in three equal yearly installments.

(c) In case the owner/ person having the land holding with transferable rights, has a holding less than 250 SqMtrs and wants to surrender the same under the LPS, then he will be entitled to monetary compensation equivalent to the cost of the surrendered land to be calculated at the circle rate applicable. In addition, he will be entitled to solatium at the rate of 20% on the monetary compensation.

Such person will have a preferential right over the reconstituted residential plot to the extent of 50 SqMtrs, in case such plots are put for sale/ allotment by the Authority for consideration to be decided by the Authority.

(2-A)(i) The Authority shall guarantee the return of reconstituted land and payment of benefits to the persons having the land holdings with non transferable rights, and who have surrendered and relinquished their holdings in favour of the State Government and on the State Government having transferred the same to the Development Authority free of cost for the purpose of land pooling scheme, will be entitled for benefits as under :-

S.No	Area surrendered under the Land Pooling Scheme (SqM)	Entitlement to the developed residential plot area (SqM)	Entitlement to the developed commercial plot area (SqM)
1.	250 to 5000	15% of the surrendered area, and	02% of the surrendered area
2.	5001 to 10,000	17% of the surrendered	04% of the surrendered



		area, and	area
3.	More than 10,000	20% of the surrendered area, land	05% of the surrendered area

For example – if a person pools 500 SqM of land, he will be entitled for developed residential plot of an area 75 SqM and 10 SqM of commercial space.

(ii) In case the person having the land holding with non transferable rights, has a holding less than 250 SqMtrs and wants to surrender the same under the LPS, then he will be entitled to monetary compensation equivalent to the cost of the surrendered land to be calculated at the circle rate applicable.

(iii) In case the land owner opts for monetary compensation in lieu of the commercial space/ area to be allocated as above, then in that event he will be entitled to two times of monetary compensation of the commercial area to be allocated at the prevalent circle rate applicable on the date of pooling of the land.

For example– if one opts for monetary compensation in lieu of 10 SqM of commercial area to be allocated, then he will be entitled to monetary compensation as under :-

$10 \text{ SqM} \times 2 = 20 \text{ SqMtrs} \times \text{prevailing circle rate on the date of pooling of the land.}$

(iv) In addition to the entitlement of residential and commercial area, the person having the land with non transferrable rights, surrendered / pooled land will be entitled for upfront payment equivalent to 25% of the cost of land as per circle rate on the date of pooling of the land, per year in three equal yearly installments.

(3) The land use of the land taken up under LPS shall automatically stand changed to the land use proposed under the LPS in the master plan or zonal plan, as the case may be.



- (4) The Authority where it warrants, duly recording reasons therefore, has the right to merge, split, alter, or revise one or more or all the components of the land pooling scheme and implement accordingly.
- (5) The lands proposed in land pooling scheme shall be contiguous and approachable by an existing public road.
- (6) The Authority in the overall interest of the development of the area and for the reasons specifically mentioned may take up the realignment of road network which was proposed in the master plan, if the said realignment is within the scheme area.
- (7) The provisions, content, infrastructure and amenities to be provided, and cost of the land pooling scheme shall be as per the byelaws applicable to the development authorities.
- (8) The Authority may itself undertake the whole or part of the process related to the preparation and implementation of the LPS or may get it implemented through any other agency private or public.
- (9) The Authority may develop the pooled land either on its own or in partnership with reputed agencies selected by following the prescribed procedure, by making an order which is fair and transparent.
- (10) Development of the share of land meant for reconstituted plots to the land owners/ individuals having land holdings with transferable / non transferable rights, shall be taken up on priority.
- (11) The details of objectives, process, roles and responsibilities under the LPS shall be as provided in the Schedules I to IV to these rules.

A handwritten signature in black ink, appearing to read 'M' or 'MK'.

5. Declaration of intention

(1) Within **fifteen days** from the date of issue of Public Notice issued under this scheme by the Development Authority, the development authority shall issue a notice in Form 9.1 (hereinafter referred to as the 'Declaration of Intention') :

(i) specifying the dates of conduct of stakeholder consultations (not earlier than **7 days** from the date of publication of notice) in order to explain the details of the scheme.

(ii) inviting objections and suggestions on the proposed LPS by receiving objections and suggestions in Form 9.2 from the land owners / individuals having land holdings with transferable / non transferable rights, within **thirty days** from the date of publication;

(iii) inviting participation of land owners / individuals having land holdings with transferable / non transferable rights, in the proposed LPS by receiving consent applications in Form 9.3 from the land owners; and

(2) The notice shall contain the details of the broad objectives of the scheme, process of the scheme, role and responsibility of the Development Authority, role of the land owners/ individuals having land holdings with transferable / non transferable rights, area, extent, schedule of boundaries, survey Numbers, khasra numbers and ownership details available in revenue records, the compensation package to be provided to the land owners/ individuals having land holdings with transferable / non transferable rights, and other salient features; and shall be published in the following manner:

(i) in two daily newspapers circulating in the locality of such area of which one shall be in Hindi,



(ii) on the website of Development Authority,

(3) The notice shall also state that a copy of the plan of the proposed area for Land Pooling is kept open for inspection of the land owners / individuals having land holdings with transferable / non transferable rights, including the public at the office of the Development Authority concerned during office hours and also in the website.

6. Notification of final area

(1) All the objections and suggestions received pursuant to rule 6 (1) and any request for modifying the extent of the scheme area shall be examined in detail, considered and disposed off by the Development Authority within forty five days from the date of publication of Notice and disposals shall be prepared in the Form 9.4.

(2) After disposal of objections, the development authority shall within fifteen days thereof, approve the details and the extent subject to modifications by it, shall within **fifteen days** of the date of approval notify the finalized area for the preparation of draft LPS in Form 9.5 in the manner as provided in rule 6(2).

7. Procedure for verification of ownership

(1) On issue of Public notice under rule 6 (1), simultaneously individual notices in Form 9.6 shall be sent to all the land owners/ individuals having land holdings with transferable / non transferable rights, informing them to submit applications along with the land ownership records, tenure details and any other details required, within a period of **thirty days**, for participation in LPS and for filing objections relating to ownership or their rights over their land holdings.

(2) The Development Authority for Land Pooling may receive applications and issue an official receipt in Form 9.7 from the willing land owners / individuals having land holdings with transferable / non transferable rights, to participate in the notified LPS.



(3) Within **seven days** from the last date for receipt of applications from the willing land owners / individuals having land holdings with transferable / non transferable rights, verification of the title of the land owners / rights of the individuals having land holdings with transferable / non transferable rights, covered under the LPS shall be done with reference to the Revenue records, Registration documents and such other documents, and/or local enquiry and a list of such land owners/ individuals having land holdings with transferable / non transferable rights, shall be published in Form 9.8, in the local area and website, calling for objections from the persons interested within a time period of **fifteen days** from the date of such publications.

(4) Within **fifteen days** from the last date of filing of objections from willing land owners/ individuals having land holdings with transferable / non transferable rights, in case of Government lands / Nazul land/ assigned lands / endowment lands / patta land/ wakf lands/ bhoodan lands or such other categories of lands, a field verification or verification of land records and certification of the occupancy / veracity of ownership / claim of the applicant shall be conducted by the Development Authority for Land Pooling itself or upon its requisition in Form 9.9 by the collector.

(5) Within **fifteen days** from the last date of filing objections from willing land owners/ individuals having land holdings with transferable / non transferable rights, the Development Authority for Land Pooling or its officers after receiving all objections in writing verify the veracity of the claims on ownership/ rights of all the persons interested, conduct due enquiries as required for ascertaining the true owner/ owners for each parcel of land / individuals having land holdings with transferable / non transferable rights and

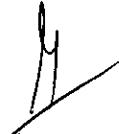
A handwritten signature in black ink, appearing to be a stylized 'M' or a similar character, is located in the bottom right corner of the page.

apportionment if any and pass such orders recording the reasons for accepting or otherwise, of the applications. Such order shall be issued in Form 9.10 under the revenue seal and signature of the Development Authority.

- (6) The Development Authority for Land Pooling shall identify the list of land owners/ individuals having land holdings with transferable / non transferable rights, and the lands who have not given consent under land pooling scheme and submit a report to the Chief Administrator/ Vice Chairman, of the Development Authority with full details in Form 9.11.
- (7) The Development Authority for Land Pooling shall by order in Form 9.12 determine the extent of the reconstituted plot for each land owner/ individuals having land holdings with transferable / non transferable rights, in lieu of the land contributed by them for Land Pooling Scheme as per the norms given in rule 5.
- (8) As soon as the ownership/ rights is established, Development Authority for Land Pooling shall report the list of land owners/ individuals having land holdings with transferable / non transferable rights, and such other details in Form 9.13 to the Chief Administrator/Vice Chairman of the Development Authority and thereupon the Development Authority shall enter into an **agreement** in Form 9.14, to firm up the irrevocable powers of Authority to alter the boundaries, develop and make requisite changes in the land pool area.
- (9) Such cases where disputes with regard to land ownership remain unresolved shall be referred to a Court of competent jurisdiction and such referral shall not act as a bar for including the land under the land pooling scheme.

8 Draft LPS

- (1) As soon as may be, after the notification of intention to make the LPS, the Development Authority shall complete the preparation of the



draft LPS within **180 days** from first public notice in consultation with land owners/ individuals having land holdings with transferable / non transferable rights. The lands falling under acquisition within Land Acquisition, Rehabilitation and Resettlement Act, 2013 shall also be included while preparing draft LPS.

(2) Preparation of draft LPS requires preparation of Final Base Map in the following manner –

(a) collection of all the revenue village maps, along with details of Khata number, Khasra number, Khatoni etc.

(b) Digitalizing the maps,

(c) preparation of a Preliminary Base Map, and

(d) conduct of Electronic survey of Area, in the presence of a representative from the Revenue Department informed through a notice in Form 9.15, for identification of field boundaries. For the purpose of the survey of the area, the land owner or occupier shall also be informed giving twenty four hours notice in writing in Form 9.16 informing him to be present during the survey of his land.

(f) overlay of the Preliminary Base Map on the electronic survey drawing to obtain the area under possession and prepare the Final Base Map, Area Statements and Ownership Status in the LPS Area.

(3) Development Authority shall certify both the area statement and the Final Base map, and prepare a final list of land owners duly taking technical support from Town and Country Planning Department and/ or Revenue Authorities in Form 9.17.

(4) The entire land pooling area shall be divided



into sectors and the reservation and allotment of land for various purposes shall be done by the development authority.

(5) The LPS inter alia shall contain a detailed narration on due diligence of the proposal, including cost-benefit analysis, modalities of maintenance, cost of maintenance, user charges, recovery schedule and risk analysis. It shall among other things contain:

- (a) An explanatory note explaining the salient features of proposed development, in particular, the sources of drinking water supply, arrangements and sites for disposal and treatment of storm and sewage water, rain water harvesting, solid waste management, water recycling etc.
- (b) A guide map on a scale of not less than 1:10,000 showing the location of the neighborhood areas to be developed in relation to surrounding geographical features to enable the identification of the land.
- (c) A survey plan of the land under the proposed Land Pooling on a scale of 1 : 1000 showing the spot levels at a distance of 30 meters and where necessary, contour plan. The survey will also show the boundaries and dimensions of the said land, the location of streets, buildings and premises within a distance of at least 30 meters of the said land and existing means of access to it from existing roads.
- (d) Layout plan on a scale of 1: 1000 showing the existing and proposed means of access, the width of roads and streets, sizes and type of plots, sites reserved for open space, community facilities, with area under each and proposed building lines, Landscape Plan and Transportation / Parking Plan shall also be prepared and submitted along with the layout plan.



(e) Cross section plans of the proposed roads indicating, in particular the width of the proposed drainage ways, sewerage lines, utility ducts, cycle tracks and footpaths, green areas, position of electric poles and any other works connected with such roads.

(f) Services plans indicating the position of sewers, storm water channels, water supply and any other public health services.

(g) Detailed specifications and designs for sewerage, and water supply systems and their disposal systems with estimated cost of each.

(h) Detailed specification and designs for electric supply including street lighting.

(6) The reconstitution of land shall be done as follows.

(a) The reconstituted plots will be obtained by reconstituting the original lands by alteration of its boundaries and by the transfer of any adjoining lands if necessary;

(b) The reconstituted plot may lie in any sector of the LPS area;

(c) In order to allocate the land, it is necessary to indicate the sectors with the name and number of the plots, roads and the developed reconstituted plots which shall be allotted to the land owners/ individuals having land holdings with transferable / non transferable rights, and that of the sectors to be retained for the planned development. Depending on the nature and requirement of development, the Draft LPS shall show this allotted land for the sectors of development areas under LPS or for residential or commercial or public or semipublic or any other purposes as approved by the Authority.

(d) The size and shape of every reconstituted



developed plot shall be determined, so far as may be, to render it suitable for development and complying with the provisions of the scheme.

- (e) In order to satisfy the requirement of accommodating various sizes of original land ownerships/rights depending on the eligibility, it is necessary to prepare the draft LPS with various categories of plot sizes within the provisions of the layout and building regulations and to satisfy the proportionate sizes depending on the ownership/ rights over the original land.
- (f) The proportion and extent of eligibility for each land owner/ individuals having land holdings with transferable / non transferable rights, shall be determined at the time of the draft LPS itself. 'Original Plot Area' in the context of Land Pooling means the parcel of land vesting with the such owner / person with such rights as per revenue records or in physical possession as on the day of declaration/application for LPS, whichever is less.
- (g) Prior to notification of draft LPS, two or more participating land owners/ individuals having land holdings with transferable / non transferable rights, may request in Form 9.18 for joint allotment of reconstituted plot/land as a common reconstituted plot.
- (h) Prior to notification of draft LPS, a land owner/ individual having land holdings with transferable / non transferable rights, may request in Form 9.18 for allotment of a common reconstituted plot for two or more original plots belonging to the land owner/ individuals having land holdings with transferable / non transferable rights.

(7) Consultations shall be held by the Development Authority with land owners/ individuals having



land holdings with transferable / non transferable rights, and such consultations shall be recorded in writing and signed by the Development Authority on behalf of the Authority in Form 9.19.

(8) After the preparation of the detailed draft LPS in full shape the same shall be placed before the Chief Administrator/Vice Chairman of the Development Authority for approval.

9 Final LPS

(1) After the approval of the Draft LPS, the Development Authority shall publish it in Form 9.20 calling for objections or suggestions from the land owners/ individuals having land holdings with transferable/ non transferable rights giving a time period of **thirty days** from the date of such notice, in the manner specified in rule 6(2).

(2) Any person affected by the said draft LPS may submit objections or suggestions of the LPS in Form 9.21 and the Development Authority shall consider the same and propose modifications to the Scheme if required.

(3) Within a period of **thirty days** from the last date of filing objections to the draft LPS a decision shall be taken by the Authority.

(4) Upon approval, the draft LPS becomes the Final LPS and the Development Authority shall publish it in Form 9.22 within **fifteen days** of approval, in the manner stated under rule 6(2). Development Authority for Land Pooling shall thereafter take over possession of the land from the owner/owners/ individuals having land holdings with transferable / non transferable rights, in Form 9.23, which shall thereupon vest absolutely in the Authority free from all encumbrances.

10. Vesting of land in Authority

(1) After notification of the final LPS all the land owners shall transfer their land by way of



**and issue of
Land pooling
ownership
certificate**

Transfer Deed in favour of the Development Authority and the persons who are holding the land with Non Transferable Rights shall relinquish their land and rights thereon to the State Government by way of Relinquishment Deed and the State Government thereupon shall transfer the same to the Development Authority free of cost , and thereafter the land so transferred / relinquished shall vest in the Development Authority and further all the lands for the purposes of laying of roads, drainage, lighting, water supply and other utilities as well as the notified area shall vest absolutely in the Authority free from all encumbrances and the Administrator/Vice Chairman of the Authority may summarily evict illegal occupants and enforce the scheme by taking recourse pursuant to Section 26-A of Uttarakhand Urban and Country Planning & Development. For the purpose of removing illegal occupants the land so vested in the Authority shall be deemed to be a public land.

- (2) Within **sixty days** from the date of notification of final LPS, physical marking of road pattern and land earmarked for reconstitution of plots/land shall be done.
- (3) Within **thirty days** from the date of physical marking, the allotment of reconstituted plots shall be done by draw of lots in an objective and transparent manner while ensuring the presence of not less than one third of the total number of land owners/ individuals having land holdings with transferable / non transferable rights, at the time of draw of lots.
- (4) Within **thirty days** of drawal of lots, the Development Authority shall issue a **Land Pooling Ownership Certificate [LPOC]** in Form 9.24 which shall be the final proof of the holder's title to that land and thereafter cause entry of such ownership details into the records of the registration department without any cost to the land owner/ individuals having land



holdings with transferable / non transferable rights. (For this purpose no stamp duty and registration fees shall be payable on the LPOC which shall be exempted by separate Govt. Order). The LPOC shall contain details of the land owner's/ individuals having land holdings with transferable / non transferable rights over the original land and that of the reconstituted plot, including its original ownership details, along with a sketch of the reconstituted plots with schedule of boundaries to each land owner/ individuals having land holdings with transferable / non transferable rights, shall be given duly taking prior approval of the Chief Administrator/Vice Chairman of the Authority.

- (5) After notification of the Final LPS, the Authority shall submit the entire sanctioned LPS documents to the District Collector for updating and mutation of land records; new land records will be prepared and issued to the reconstituted plot owners and the old records shall cease to exist.
- (6) The details of the LPOCs and parcels of land contributed by the land owners / individuals having land holdings with transferable / non transferable rights, for LPS shall be made available on the website in Form 9.25.
- (7) The copies of the documents, plans and maps relating to the Final LPS shall be sent to the Stamps and Registration department as well as Revenue Department, where such copies shall be kept and made accessible to the public.

11. Implementation of final LPS

- (1) After the Notification of the Final LPS:

- (a) the Authority shall take over all lands reserved for the parks, play grounds and open spaces, roads, social amenities and affordable housing which are deemed to be handed over to the Authority and enter the details in Form 9.26 in separate registers pertaining to each category.



(b)the Authority shall take over all lands allotted to it and shall enter the details of all such lands in Form 9.27 register.

(2) The notified Final LPS is a deemed layout development permission by the Authority valid for a period of three years. The holder of the reconstituted plot (s) may apply for the development permission over their entitled reconstituted plots so allotted to them and the Chief Administrator/Vice Chairman shall accord approval for such cases expeditiously.

(3) Within one year from the date of notification of final LPS, the Authority shall complete the basic formation of roads and physical demarcation of plots in the Final LPS.

(4) Within twelve months of the date of notification of final LPS, the Authority shall handover physical possession of reconstituted plots in Form 9.28 to the holder (s) of reconstituted plots.

(5) The Development Authority shall ensure that LPOCs granted under Rule 11 (4) stand registered under the Registration Act, 1908 without charging registration fee from the holders of the reconstituted plot (s).

(6) Within three years from the date of final LPS the Development Authority shall develop the infrastructure in a phased manner.

12 Completion of final LPS

(1) Within a period of **thirty days** from the date of completion of development of infrastructure, the Chief Administrator/Vice Chairman of the Development authority shall publish a notice of Completion of the Final LPS in Form 9.29, duly furnishing the details of completion of the works along with the necessary infrastructure plans.

(2) The Chief Administrator/Vice Chairman shall also publish in Form 9.30, the details of



reconstituted plots within **thirty days** after mutations are carried out in land records.

- (3) On verification of the above details, the Chief Administrator/ Vice Chairman shall issue the Completion Certificate in Form 9.31 along with layout of Final LPS.
- (4) The holder (s) of the reconstituted plot (s) shall be responsible for the following, namely,
 - (a) all the required infrastructure within the Reconstituted Plot;
 - (b) obtaining all 'No Objection Certificates' required for the development of the reconstituted plot and following the prevailing provisions of the Act and Byelaws depending on the type of development proposed; and
 - (c) payment of necessary fees and charges as per the rules for the sanction of development permission.

13. Maintenance of the common infrastructure & facilities after issue of completion certificate

- (1) Reconstituted plot owners and any other purchaser of the reconstituted plot shall have to pay for the usage, consumption and maintenance charges levied by the agencies responsible for the common infrastructure and respective services including roads, street lighting, solid waste management, sewerage treatment facility, water supply, parks and play grounds or such other amenities.
- (2) The Chief Administrator/ Vice Chairman either on his own or by authorizing a local body, elected Residential Welfare Association or any other agency to maintain the infrastructure and amenities in the LPS area by collecting the necessary user charges for such maintenance.

14. Powers of Development Authority

- (1) The Development Authority for Land Pooling or his officers shall be competent to enter and conduct land survey, under the relevant rules and establish the true area falling under the land



pooling or to confirm true area of the claim of person/persons interested and ascertain the original plot area or the apportionment of land, wherever required.

- (2) The Development Authority for Land Pooling or its officers shall have the powers to ascertain the owners / ownership/ rights as per the Revenue Act and laws.
- (3) To pass orders in Form 9.10 duly establishing the owner/ rights of the individual of the land under land pooling scheme.

15 Miscellaneous

- (1) The Authority's decision shall be final in all matters relating to LPS.
- (2) The Chief Administrator/Vice Chairman of the Authority, for the purposes of effective preparation and implementation of the LPS, may delegate powers to the extent required to the officers of the Authority.
- (3) The Chief Administrator/Vice Chairman may extend time limits for any of the activities mentioned under these rules in respect of any development area for valid reasons.
- (4) Chief Administrator/Vice Chairman of the Development Authority for the purpose of Land Pooling shall act as the grievance redressal officer at any stage and his decision in this regard shall be final.
- (5) The Government may modify any of the Rule and can bring amendments in the Rule /forms appended to these rules with the purpose of bringing clarity, through Government Orders.

By order,


(R. Meenakshi Sundaram)
Secretary

SCHEDULE 1

Process of the scheme:

- (a) finalise the LPS area after calling for objections and suggestions.
- (b) prepare draft LPS, invite objections and notify final LPS.
- (c) transfer ownership rights to the Authority from willing land owners / persons having the land holdings with transferable rights by means of Transfer Deeds and the Persons who are holding the land holdings with Non Transferable Rights by relinquishing their rights to the State Government, for the purpose of development and reconstitution.
- (d) assemble original plots and reconstitute the plots on ground after earmarking.
- (e) transfer ownership rights to the land owners/ persons having the land holdings with transferable rights and Persons who are holding the land holdings with Non Transferable Rights, through issue of land pooling ownership certificates.
- (f) handover physical possession of reconstituted plot to the land owners/ persons having the land holdings with transferable rights / Persons who are holding the land holdings with Non Transferable Rights.
- (g) ensure that the land use in the Master Plan/ Zonal Plan stands changed to the land use proposed under the LPS.
- (h) District Collector shall on submission of the sanctioned LPS by the Authority, get the land records mutated accordingly and new land records will be got prepared and issued to the reconstituted plot owners.
- (h) complete development under LPS.

A handwritten signature in black ink, appearing to read 'M', is positioned to the right of the list of steps.

SCHEDULE II

1. Role and responsibility of the Authority:-

(i) Towards land owners/ persons having the land holdings with transferable rights under the land pooling scheme:

- (a) to undertake the implementation of land pooling scheme and develop the land meant for providing reconstituted plots.
- (b) to issue statutory receipt for consent application with documents.
- (c) to allot reconstituted plot by lottery.
- (d) to return land to the land owners/ persons having the land holdings with transferable / non transferable rights, near pooled land / within 5 km radius of pooled land subject to other planning requirements.
- (e) to issue statutory land pooling ownership certificate [LPOC] with alienable rights within 9 months of agreement with all willing land Owners/ persons having the land holdings with transferable rights.
- (f) to handover physical possession of reconstituted plots within 12 months of the date of notification of final LPS.
- (g) to complete the development of the scheme area within 3 years of issue of LPOC.
- (h) to provide reconstituted plots in one area to a land owners having original plots / persons having the land holdings with transferable / non transferable rights, in different areas as per the category of original land.
- (i) to provide reconstituted plots in one area to different land owners / persons having the land holdings with transferable rights/ non transferable rights, requesting for joint allocation as per the category of original land.
- (j) to issue LPOC.

(ii) Towards development of the area under LPS:

- (a) to declare areas under land pooling scheme and preparation of layout plans and sector plans based on the requirement of physical infrastructure.
- (b) to superimpose revenue maps on the approved master plan.



- (c) to demarcate all the roads as per layout plan and sector plan within the assembled area and give approval of layout plans/detailed plans.
- (d) to develop roads/ internal roads/ infrastructure/services (including water supply lines, power supply, rain water harvesting, sewage treatment facilities, water treatment facilities, etc. falling in the share of the land guaranteed to the land owners.
- (e) to create infrastructure facilities, roads, parks, cremation facility for all religions, community needs etc. at the city level.
- (f) to develop identified land in time bound manner with master plan roads, provision of physical infrastructure, and traffic and transportation infrastructure inclusive of metro corridors.
- (g) to complete external development in time bound manner.
- (h) to complete development in time and maintain it with all the neighborhood level facilities i.e. open spaces, roads and services.

A handwritten signature consisting of a stylized 'M' and a diagonal line.

SCHEDULE- III

1. Role and responsibility of the Government :-

Towards land owners/ persons having the land holdings with transferable/ non transferable rights under LPS:

- (a) to exempt registration fees/ charges and stamp duty for LPOC.
- (b) to provide one time exemption from stamps and registration fee, Non-Agricultural Land Assessment and development fee.
- (c) to exempt registration fee for registering the agreements and Transfer Deeds with the Development Authority for Land Pooling.
- (d) to transfer the land relinquished by the persons in favour of the State Government who were holding the land with non transferable rights to the Development Authority .

2. Role of the land owners

- (a) to give consent application, and facilitate survey and demarcation.
- (b) to prove rights over the land.
- (c) to transfer ownership rights to the Authority against a guaranteed return of reconstituted plot in the vicinity of pooled land.
- (d) not to create any encumbrances after entering into agreement with the Development Authority for Land Pooling.
- (e) to handover physical possession to the Development Authority for Land Pooling for development.



SCHEDULE-IV

Extent of the land reserved

(a) to ensure reserve the land as per byelaws.

SCHEDULE V

Form No.	Under rule	Name
9.1	6 (1)	Notice of declaration of intention – Calling Objections and Suggestions – Inviting applications for taking up Land Pooling Scheme by Land Owners
9.2	6 (1) (i)	Form for filing Objections and Suggestions on area of LPS
9.3	6 (1) (ii)	Application form with Affidavit to take part in LPS
9.4	7 (1)	List of disposals on the Objections and Suggestions
9.5	7 (2)	Notification of finalized area for the preparation of draft LPS
9.6	8 (1)	Individual Notices to the Landowners to participate in LPS and produce records for verification of ownership
9.7	8 (2)	Official Receipt of application with documents.
9.8	8 (3)	Publication of list of Claims of landowners inviting objections
9.9	8 (4)	Requisition to District Collector requesting verification of certain categories of lands.



9.10	8 (5)	Orders confirming eligibility to participate in LPS
9.11	8(6)	List of landowners and the lands who have not given consent under LPS
9.12	8(7)	Determination of eligible extent of the reconstituted plot for Land owner/ persons having the land holdings with transferable rights
9.13	8(8)	List of Landowners / persons having the land holdings with transferable rights eligible to participate in LPS
9.14	8(8)	Agreement between Development Authority and the Landowner/ persons having the land holdings with transferable rights
9.15	9(2) (d)	Electronic Total Station Survey - Notice to Information to Revenue Department
9.16	9(2)(e)	Electronic Total Station Survey - Notice to Information to Landowner/ persons having the land holdings with transferable rights
9.17	9(3)	Certification of area statement / final base map and preparation of list of landowners/ persons having the land holdings with transferable rights
9.18	9 (6) (g)	Application for Joint allotment of Final Plots
9.19	9(7)	Statement of consultations by the development authority
9.20	10(1)	Notification of draft LPS calling for objections / suggestions
9.21	10(2)	Form of objections / suggestions on draft LPS
9.22	10(4)	Notice of final Land Pooling scheme
9.23	10(4)	Taking possession of Land from Landowners / persons having the land holdings with transferable rights



9.24	11(4)	Land Pooling Ownership Certificate to Landowner
9.25	11(6)	Details of LPOCs and land contributed by Landowners/ persons having the land holdings with transferable rights for availability on Website.
9.26	12(1)(a)	Register of Reserved Lands category wise
9.27	12(1)(b)	Register of lands taken over by Authority
9.28	12(4)	Handing over of Physical Possession of reconstituted plots
9.29	13(1)	Publication of Notice of completion of the Final LPS
9.30	13(2)	Publication of reconstituted plots after carrying out mutations in land records
9.31	13(3)	Completion Certificate of Final LPS



FORM - 9.1
[under Rule 6(2)]

Notice of declaration of intention – Calling Objections and Suggestions – Inviting applications for taking up Land Pooling Scheme by Land Owners/ persons having the land holdings with transferable rights

1. In pursuance to the references, the Development Authority declares the intention to notify the area specified in Schedule 1 for land pooling scheme and calls for:
 - (i) Objections and suggestions in Form 9.2 from interested persons within 30 days from the date of publication of this notification; and
 - (ii) applications from willing land owners/ persons having the land holdings with transferable rights in Form 9.3, for the lands specified in Schedule 2 expressing consent to participate in the land pooling scheme, in accordance with the provisions of the Act, and the broad objectives, process of the scheme, role and responsibility of Authority/Government/land owners, other salient features and terms and conditions for the land pooling scheme at schedule 3. The applications shall reach the Development Authority within thirty (30) days from the date of publication of this notification in the village.
2. A copy of the plan of the proposed area for the land pooling scheme is kept open for inspection of the land owners including the public at the office of the Development Authority for Land Pooling Scheme during office hours and also in the web site of the Authority.
3. The Development Authority will conduct stakeholder consultations in the villages as given below in order to explain the details of the scheme.

Date	Time	Revenue Village	Gram Panchayat	Habitation	Venue

4. Any objections or suggestions which are received after the due date or which do not clearly explain the nature of the senders interest in the proposed lands are liable to be summarily rejected.
5. The objections and suggestions received within the –[insert: date], will be enquired into on ----- at ----- and the concerned objectors will be at liberty to appear in person or through an advocate to adduce any oral or documentary evidence in support of their objections.

Enclosure: 1) Filling Objections/Suggestions in Form 9.2.
2) Consent applications from the Landowners/ persons having the land holdings with transferable rights in Form 9.3

Place:

Date:

Development Authority for Land Pooling



FORM-9.2
[See rule-6(2)(i)]

**OBJECTIONS AND SUGGESTIONS FOR DECLARAION OF
INTENTION**

References: 1) Notification under rule 6(2) in Form 9.1 dated

I am herewith submitting my objections / suggestions on the Land Pooling Scheme under the Uttarakhand Land Pooling Scheme (Implementation), Rules, 2015.

FOR:

SCHEDULE 1. AREA UNDER LPS

District: **Village :**

S.No.	Revenue Village	Gram Panchayat(s)
-------	-----------------	-------------------

OBJECTIONS:

SUGGESTIONS:

Place:

Signature:

Date:

Name:

Address:

Aadhaar Number:

Mobile:



FORM - 9.3
[under Rule 6(1)]

**APPLICATION FORM WITH AFFIDAVIT TO TAKE PART IN
LPS**

To

The Development Authority

Subject: Application for becoming partner(s) under the 'Land Pooling Scheme (LPS)' and allotment of developed and reconstituted land in lieu of compensation amount and other benefits.

Reference: Notice issued vide proceedings under rule 6(1) datedpublished No.date.....

Sir,

1. I/ we S/o, W/O..... am/are the individual owner(s)/co-sharers,/ persons having the land holdings with transferable rights identified with the land as per the description mentioned in schedule 2 situated in the development area, hereby agree to the land pooling scheme(LPS) and thereby willing to relinquish/forego my/our alienable rights in land in favour of Development Authority and allotment of part of the developed land as per my/our entitlement at the time of final notification of LPS in lieu of consideration by the Development Authority as detailed in the scheme/ rules and the terms and conditions of the notice in the reference.
2. A copy of the documents mentioned in schedule 2 confirming that the above land is under my / our ownership/rights, is enclosed for reference / record. Original copies shall be provided during enquiry.
3. This is to submit that I / we have read/got explained and understood the provisions of the Land Pooling Scheme vide reference above and the detailed notified rules. I / We wish to become partner(s) in the development process under the said Land Pooling Scheme and am / are



willing to surrender the prescribed land under schedule 2 under the Land Pooling Scheme.

4. Further, I / we agree to the final allotment of proportionate share of reconstituted land as mentioned in the reference above (whole or part) by the Development Authority as per layout plan prepared within the framework of approved Development Plans.

5. I / We are fully aware and conscious that, having opted to become partners under the Land Pooling scheme I / we would have no right, whatsoever, to claim, any cash compensation or any other benefits under prevailing LA, R&R Act, 2013.

6. I / We enclose the undertaking as Schedule 1 to this application.

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

8. Further, I/We declare that the alienation/Transfer of land for land pooling scheme is not in contravention of the provisions of Uttarakhand Imposition of Land Holding Act.

9. I/We got ownership/possession over the land mentioned in schedule 2 annexed with this affidavit. There are no pending civil disputes regarding the title/possession/any interest whatsoever over the property.

10. I/we state that the proposed lands are not covered by UP (Uttarakhand) Z A & LR, Act, 1950.

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

12. I /we state that there are no amounts due on the proposed land to the Government or any Bank or Agency.

(or) I /we state that an amount of Rs... is due to(name of the institution/agency) (strike of whichever is not applicable).

A handwritten signature in black ink, appearing to read 'Y' or 'YV'.

DECLARATION

I/We the following, Name S/o Age Resident of do hereby verify and state that the information provided in this form is true and correct and that the consent given by me/us is **irrevocable** true and correct to the best of my/our knowledge and belief and nothing material has been concealed there from. I further consciously state that I/we opted to transfer of my/our land to the Land Pooling Scheme without any coercion, force or undue influence whatsoever by any person or authority.

Yours faithfully,

Land owner's name Signature

Place:

Date:

A handwritten signature consisting of a stylized 'M' and a horizontal line.

SCHEDULE 1. UNDERTAKING

Verified that I/we have exercised the irrevocable option to become partners under the 'Land Pooling Scheme' after complete understanding of the Scheme and its provisions stipulated in the notified rules without any pressure or persuasion by any other person or authority. The contents of my above application are true and correct to the best of my/our knowledge and belief and which I/we believe to be correct. No part of it is false and nothing material has been concealed therein.

I/We covenant / undertake to abide to the following terms and conditions in accordance with the notified Land Pooling Scheme and detailed rules/regulations of the Development Authority/ Government:

1. That the said Land is free from all kinds of encumbrances such as prior sale, gift, mortgage, disputes, litigation, requisition, attachment in the decree of any court, lien, court injunction, notices, claims, Will, trust, exchange, lease, loan, surety, security, stay order, prior agreement to sell, collaboration, Memorandum of Understanding, joint venture, court attachment, stay order, family disputes, trespassers, structures, transformers, squatters, option, security interest, liability, place(s) of worship, hazardous material, pollutants, underground/over head water tanks, pipelines and transmission lines, water body(ies), wells, or any other proceeding or encumbrance etc of any kind.
2. That there is no order of attachment by the Income Tax Authorities or any other authorities under the law for the time being in force or by any other authority in respect of the said Land.
3. Land owner / person having the land holdings with transferable / non transferable rights shall be responsible for ensuring that the pooled land is free from all encroachments till issue of Land Pooling Ownership Certificate by DEVELOPMENT AUTHORITY. All encumbrances/ encroachments on the land returned to land owner at a later date shall not be responsibility of Authority.
4. That in case any of the representations/assurances made by the land owner/ person having the land holdings with transferable / non transferable rights, are found to be untrue and/or if the whole or any portion of DEVELOPMENT AUTHORITY's share is ever taken away or goes out from the possession of the DEVELOPMENT AUTHORITY on account of any legal defect in the ownership, title and rights of the land owner/ persons having the land holdings with transferable rights, then the he/they



will be liable and responsible to make good the loss suffered by the DEVELOPMENT AUTHORITY and shall keep the DEVELOPMENT AUTHORITY saved, harmless and indemnified against all such costs, damages, losses suffered by the DEVELOPMENT AUTHORITY.

5. That on the requisite LPOC being granted to the land owner/ person having the land holdings with transferable / non transferable rights, he/ they shall inform DEVELOPMENT AUTHORITY about the sale of LPOC before entering into sale agreement with any prospective purchaser (transferee) and shall incorporate appropriate conditions in the sale agreement making it mandatory for the prospective purchaser to (i) get his/her name entered in the DEVELOPMENT AUTHORITY record by presenting a certified copy of registered sale deed to DEVELOPMENT AUTHORITY within 90 days of registration; and (ii) to be bound by the condition of LPOC that would be issued by DEVELOPMENT AUTHORITY and the DEVELOPMENT AUTHORITY policies / time limit for construction as applicable from to time.
6. The land owner/ person having the land holdings with transferable rights shall neither challenge possession of DEVELOPMENT AUTHORITY's land share nor shall he/they seek injunction against the construction over the Land by the DEVELOPMENT AUTHORITY or its contractor (s) or their agents.
7. That in the event of any grievances at any stage, it shall be sorted out by the Development Authority for the Land Pooling and such decision.
8. That a 'possession taken over receipt' will be given by DEVELOPMENT AUTHORITY immediately after handing over the land under the land pooling scheme.
9. That the reconstituted plot shall be allotted by lottery.
10. That the return of land to the land owners will be as to near to the pooled land as possible subject to other planning requirements.
11. That a statutory land pooling ownership certificate [LPOC] with alienable rights shall be issued within 9 months from the date of entering into agreement with all willing land owners/ persons having the land holdings with transferable rights and to complete the development of the scheme area within 3 years of issue of LPOC.
12. That the reconstituted land will be returned and annuity paid to the land owners/ persons having the land holdings with transferable rights as

A handwritten signature in black ink, appearing to be a stylized 'M' or a similar character, is located at the bottom right of the page.

indicated in the table below per every acre of original land surrendered under the land pooling scheme.

13. That reconstituted plots will be provided in one area to a land owner / persons having the land holdings with transferable rights having original plots in different areas as per the category of original land, who have requested for the same.
14. That reconstituted plots will be provided in one area to different land owners requesting for joint allocation as per the category of original land.
15. That one time agricultural loan waiver of up to one lakh fifty thousand rupees per family will be done as per prescribed procedure of Government.
16. That LPOC and annuity payment shall be done to the religious institutions or charitable trusts under the purview Urban Development department in cases where original lands belong to such institutions.
17. That ownership and transit permission shall be issued through forest department for cutting and sale of teak trees duly exempting the relevant fees.
18. That standing crop as on the date of this agreement shall be allowed to be harvested.
19. That the land owners are provided with a one time exemption of stamps and registration fee, Non-Agricultural Land Assessment and basic infrastructure development fee.

Land owner's name

Signature:

Witness:



SCHEDULE 2.

DETAILS OF LAND OWNERS AND THEIR LANDS

Sl. No.:

Name:

S/o W/o / D/o

Date of birth: (if available)

Aadhaar:

Ration card:

Mobile:

Residential address:

Gram panchayat: Revenue village: Habitation:

Documents attached:

- copy of pattedar passbook
- Title deed
- Link documents
- No Encumbrance certificate for 15 years

PHOTO

A handwritten signature in black ink, appearing to read 'M' or 'MK'.

Land details

Mandal: Revenue village:

S.No. as in Notice

Extent under LPS

Name of occupant

Total Extent

Khata no.

Title deed no.

Signature of land owner:

Date:

Note: If there is more than one owner add as many sheets as there are applicants.

Verification

The details of land of the applicants herein, as mentioned in Para 1 of this application are certified to be correct as per the latest revenue records / mutations /sale deeds available in this office.

(Development Authority)



FORM-9.4*See rule 7(1)***LIST DISPOSAL ON THE OBJECTIONS / SUGGESTIONS**

In pursuance of Notification published / notice issued for declaration of intention to make land pooling scheme in an area, calling for objections / suggestions and also individual notice informing the land owners / persons having the land holdings with transferable rights to file objections / suggestions, if any within date specified in such notice, the following objections were received from the land owner/ persons having the land holdings with transferable rights. The objections / suggestions were examined and gist of disposals are prepared in the list as mentioned below.

Name of the Village: Name of the Mandal:

Name of the Gram Panchayat: Name of the District:

Sl. No	Survey No.	Extent	Name of the Objector / person suggesting	Gist of Suggestion / Objection	May be accepted / partially accepted / Rejected	Reasons for Such Recomme ndations

Suggestions / Objections along with recommendations for finalizing the modified area placed before the Development Authority for approval on Merits.

Place:

Development Authority

Date:



FORM-9.5

See rule 7(2)

NOTIFICATION OF FINALIZED AREA FOR PREPARATION OF LAND POOLING SCHEME

After conducting enquiry on the objections / suggestions made on the notification of declaration of intention to make LPS and with prior approval of the Development Authority, the following area is declared as modified and finalized area for taking up of Land Pooling Scheme for preparation of draft Land Pooling Scheme.

SCHEDULE

Name of the Gram Panchayat : Name of the District:

S.No.

Extent under LPS

Name of land owner

Boundaries

Total Extent

North

South

East

West

Place:

Date:

The L

docu

are co-

Place

Place: Development Authority

Date:

Development Authority

4

Place:

FORM-9.6

See rule-8(1)

**INDIVIDUAL NOTICES TO THE LANDOWNERS TO
PARTICIPATE IN LPS AND PRODUCE RECORDS FOR
VERIFICATION OF OWNERSHIP**

Notice is hereby given that the Authority has published a Notification declaring the intention to make Land Pooling Scheme in the lands given in the schedule. You are required to appear in person / by authorized agent on or before at time before the undersigned to put in a statement in writing showing the nature of your interest to the land, ownership details, tenure details, encumbrances, the name of every other person possessing any interest in the land or any part of it, as Co-proprietor or mortgagee, tenant or otherwise the nature of such interest and rents and profits received or receivable on account of it for 3 years next preceding the date of statement, Encumbrance Certificate for 15 years with due verification by Revenue Authorities and also it is to inform that is the last date for filing suggestions / objections on the area for under taking Land Pooling Scheme.

SCHEULE

S.No.
Extent under LPS
Name of land owner
Sub-division
Total Extent
Category

To Development Authority

Sri / Smt.-----



FORM-9.7

See rule-8(2)

OFFICIAL RECEIPT OF APPLICATION

Re. No.

Dt.

This is to acknowledge that Sri _____ have submitted their application for becoming partners under the Land Pooling Scheme in respect of their land measuring _____ acres situated in situated in village _____, mandal _____, district _____, capital city area of Uttarkahand. This receipt is issued in acknowledgement of the said application. The following applications / documents are received for verification of title.

☒ Consent application (2 sets) in Form 9.3

☒ Documentary evidences

☒ Sale deeds / Partition deeds etc.

☒ Link documents

☒ Adangal Copy

☒ Pattadar Passbooks

☒ Title Deeds

☒ NEC for 15 years

☒ Aadhaar Card

☒ Bank Passbook

Any other evidence in proof of title. Please specify below.

Date:

Development Authority



FORM-9.8

See rule-8(3)

**PUBLICATION OF LIST OF CLAIMS OF LANDOWNERS
INVITING OBJECTIONS**

In pursuance of Notification dated..... the following land owners/ persons having the land holdings with transferable rights have filed consent applications for inclusion in the Land Pooling Scheme.

SCHEDULE

Name of the Village: Name of the Mandal :

Name of the Gram Panchayat: Name of the District :

Sl. No.

Name of the Land Owner

Sub-Division

Total Extent

Extent proposed for LPS

Boundaries

North

South

East

West

Remarks if any

Notice is hereby issued u/r 8(3), LPS , calling for objections over the ownership along with supporting documents if any within 15 days of the publication of this Notice failing which it will be construed that no objection is there for considering the application filed in Form 9.3 on merits.

Development Authority



FORM-9.9

See rule-8(4)

**REQUISITION TO DISTRICT COLLECTOR REQUESTING
VERIFICATION OF CERTAIN CATEGORIES OF LANDS**

In pursuance of issue of Notice under rule 6(2) individual notices were also given in form 9.6. After verification with revenue records the following lands are covered under the category of Government lands / Assigned lands / Endowment lands / Wakf lands. The requisition is hereby filed before the District Collector, requesting verification of claims and objections and to finalize the list of interested parties and also for transfer of un objectionable lands to the Authority.

S.No. (1)	Surveyo No./ (2)	Extent (3)	Category of land * (4)

*1. Government Land 2.Assigned Land 3. Endowment Land 4. Wakf Land
5. bhoodan lands 6.Any other Category

Development Authority



FORM-9.10

See rule-8(5)

ORDERS CONFIRMING ELIGIBILITY TO PARTICIPATE IN LPS

Re. No.

Dt.

In pursuance to the final Notification of Land Pooling Scheme published on _____, the following objections are received as stated below.

Sy. No. / Sub-

Division No.

Objected Extent

Name of the reputed
owner after disposal of
objections

Encumbrances if any

Objections Accepted / Rejected

All the claims verified with reference to entries and physical possession with reference to local enquiry duly examining EC's and objections made on the claim and found the following persons as Land Owners having alienable rights.

SCHEDULE

Name of the Village: Name of the Mandal :

Name of the Gram Panchayat: Name of the District :

S1 No

Name of the Land Owner

Sy.No / Sub- Division

Total Extent

Extent proposed for LPS

Boundaries

North

South

East

West

Entry as per Revenue Record

Orders of the Development Authority: (reasons for coming to a conclusion that the reputed owner is having alienable rights and eligible for entering agreement with the authority for undertaking LPS shall be mentioned)

Development Authority



FORM-9.11

See rule-8(6)

LIST OF LANDOWNERS AND THE LANDS WHO HAVE NOT GIVEN CONSENT UNDER LPS

Re. No.

Dt.

In pursuance to the final Notification of Land Pooling Scheme published on _____, and after considering all objections and suggestions and finalizing the title disputes the following land owners have not given consent under LPS.

District: Mandal: Village:

Sl. No.

Name of the reputed land owner

Category

Extent owned by him / her

Place:

Date:

Development Authority



FORM-9.12

See rule-8(7)

**DETERMINATION OF ELIGIBLE EXTENT OF THE
RECONSTITUTED PLOT FOR LAND OWNER**

Re. No.

Dt.

In pursuance of the Notification of modified area of the Land Pooling Scheme published on _____, it is found that Sri / Smt. _____, S/o / W/o _____ is the established owner of an extent of Assigned lands, and executed development agreement with the Development Authority and handed over lands. As per Rule 8(7) a share of total area of the scheme specified by the Authority for reconstituted plots / land for re-allotment to lands owners Sri / Smt. _____, S/o / W/o _____

_____ is entitled for allotment of an extent of _____ Square Yards of Residential Plot and _____ Square yards of Commercial plot as shown below:

- 1) Total extent of land contributed by the land owner :
- 2) Eligible extent for re-allotment : _____ Sq.yds.
- 3) Allotment of Residential Plot No. : _____ Sq.yds
Sector No. Zone No.

Place:

Development Authority

Date

To

Sri / Smt. _____

Copy to the Tahsildar,

Copy to the Sub Registrar,



FORM-9.13

See rule-8(8)

LIST OF LANDOWNERS ELIGIBLE TO PARTICIPATE IN LPS

Re. No.

Dt.

In pursuance to the final Notification of Land Pooling Scheme published on _____, and after considering all objections and suggestions and finalizing the title disputes the following land owners are established with their extents of lands owned and their share of land to be re-allotted.

District:

Mandal:

Village:

Sl. No.

Name of the land owner

With established ownership

Category

Extent owned by him / her

Extent to be re-allotted to his / her shareSq.Yds.

Residential

Commercial

Place:

Development Authority

Date



FORM - 9.14
[under Rule 8(8)]

**DEVELOPMENT AGREEMENT CUM IRREVOCABLE GENERAL
POWER OF ATTORNEY**

Reference:

This Deed of Development Agreement-Cum-Irrevocable General Power of Attorney is made and executed on this _____ day of _____, 2015, at _____, _____, by and between:

Sri. _____, S/o. Sri _____, aged about _____ years, Occupation: _____,
R/o. _____. (Hereinafter called as "Party No.1")

AND

..... Development Authority, a statutory body constituted under the provisions of Uttarakhand Urban & Country Planning and Development Act, 1973 having office at, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said Authority, acting through its (to be decided) as PARTY NO. 2. (Hereinafter called the "Party No.2")

The expressions, "Party No.1" and "Party No.2" shall mean and include their legal heirs, legal representatives, assignees, administrators, successors in interest etc. wherever the context permits.

Whereas, the Development Authority / Party No. 2 has declared the Land Pooling Scheme which includes Districts, Mandals and Villages and Urban covering an area of _____ SqKms therein.

Whereas the Party No. 2 has powers under the rules framed under section 55 of the Uttarakhand Urban & Country Planning and Development Act, 1973 by the State Government to undertake and develop Land Pooling Scheme in its region.

Whereas, _____ is the owner / original pattadar and possessor of land admeasuring in Survey/ Khata/ Khasra No. _____ situated at _____ Village, _____ District.....



Whereas the said piece and parcel of land was mortgaged by the Party No.1 to the interested party by a mortgage Deed No. dt that the ---- executed by the owner of the first part and the Interested party of the other part and registered with the Sub-Registrar at _____ under serial No. _____ at pages ----- to ----- of Volume No. ---- of Book (to be scored out if there is no interested party).

Whereas the said land / lands have been published vide **Notice of Declaration of Intention** in **Form-9.1** under Rule 6(2) of the Rules 2015 in Notification No. _____ Dt. _____ published in News Papers on _____ and noted in **Form-9.13** and whereas the Party No.1 and the interested party and the Authority agreed for the handing over and taking over of the measuring an extent of in Khata/ Khasra No..... in Village _____ District and in lieu of contribution of the land by the owner to the Authority the land owner is agreed for the his / her share of re-allotment of re-constituted plot/s for an extent of

Whereas, Tahsildar, _____ and Revenue Divisional Officer _____ division issued Pattadhar Pass Book No. _____ and Title Deed No. _____ with Khata/ Khasra No. _____ in favour of Owner in respect of the above land.

OR

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

Whereas, Owners after pursuing the Land Pooling Scheme rules understood the Land Pooling Scheme, decided to give land admeasuring in

Khata/ Khasra No. of _____ Village,

District _____ District, more particularly described in the Schedule-A annexed hereto and hereinafter called the Schedule-A Property for the development under Land Pooling Scheme and approached the Party No. 2 and Party No. 2 has agreed for the same.

NOW THIS DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE GENERAL POWER OF ATTORNEY WITNESSETH AS FOLLOWS:

NOW THEREFORE, the owner or interested party do hereby agree with the Authority/Party No. 2 as follows:



(i) The Party No.2 shall be competent to alter the boundaries, develop and make requisite changes in the land pool area as per terms of this agreement.

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

(iii) That the Party No.1 shall not claim any amount in addition to the amount agreed upon as aforesaid compensation and accept it without any protest.

(iv) That the Party No.1 further agree that he/she/they will not claim for payment of higher compensation in any court of law and will not be entitled to file any petitions and such petition if filed shall be void and illegal and that they shall abide by the orders of the Authority/Party No. 2.

(v) Without prejudice to any other remedies for the enforcement of any refund or indemnity the Party No.2 may recover any sum determined and certified by the Party No.2 to be due and payable by the owner and the interested party to the Government by way of refund or otherwise under these presents as arrear of land revenue.

(vi) If any Government dues / shares / premium from this land / lands are payable by the owner or interested party and the loans of any public financial institutions are outstanding against the land / lands and same shall be deducted from the share of the Party No.1.

(vii) The Party No. 1 hereby grant the irrevocable and unrestricted rights to the Party No. 2 to develop the Schedule A Property under Land Pooling Scheme purpose, subject to the other terms of this Agreement and accordingly, delivered the possession of the 'A' Schedule Property to the Party No. 2. The Party No. 1 hereby grant license to the Party No. 2 and authorize and empower it to enter into and develop the Schedule 'A' Property.

(viii) It is agreed that the Party No. 1 shall handover all original documents of title pertaining to the A Schedule Property, including the receipts for utilities, property tax receipts, etc., to the Party No. 2 simultaneously on the execution of this Development Agreement Cum Irrevocable General Power Of Attorney and Party No. 2 shall hand over the same to the Party No. 1 after the completion of the entire Scheme as per the terms and conditions as mutually agreed upon.



(ix) The Party No. 1 hereby declare and assure the Party No. 2 that there are no encumbrances, prior agreements, joint family interests, leases / licenses, charges or attachments over the A Schedule Property as on date and that they have not incurred or knowingly suffered any liability or obligation in respect thereof and that there are no other person(s) having any interest in the A Schedule Property, except the Party No. 1 herein and further covenant to indemnify the Party No. 2 and to keep indemnified the Party No. 2 from all losses that may be caused due to any defect in the title of the Party No. 1 or otherwise. If there are any third party claims, the Party No. 1 shall alone be liable to settle the same on their own cost and if they fail to settle the same within reasonable time, the Party No. 2 shall be entitled, without being bound, to settle such claims on such terms as the Party No. 2 may deem proper and expedient and at the cost of the Party No. 1, which shall be binding on the Party No. 1. The Party No. 1 alone shall be liable for furnishing all the information and documents and answer the queries required for scrutiny of title or for demarcation of boundaries, etc in respect of Schedule -A Property.

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

(xi) That Party No. 1 hereby permits Party No. 2 to undertake the total station survey within its lands plots/premises, preparing the Land Pooling Scheme and undertaking the reconstitution of the land comprised in the aforesaid Survey Nos. belonging to him/her/ their as per the approved Policy Document of Land Pooling Scheme of Party No. 2. The Party No. 1 shall not create any objections or hindrance.

(xii) The Party No. 1 will hand over the land as per the Land Pooling Scheme to the Party No. 2 to earmark the land for various purposes under Land Pooling Scheme of Party No. 2.

(xiii) That if the Party No. 1 sells the land in his/her possession upon after signing this Agreement then the conditions of this Agreement will be applicable on the new Land Owners.

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

A handwritten signature in black ink, appearing to be 'Y' or 'M', is located at the bottom right of the page.

(xv) The Party No. 2 shall develop Schedule -A property as Land Pooling Scheme and all the “Original Plots” or “OP” will be reconstituted i.e., each plot will be reshaped in a manner appropriate for development and given access. The final reconstituted plots will be termed as “Reconstituted Plots”.

(xvi) The cost of Land Pooling Scheme shall comprise of all statutory fees & charges like developmental charges, land conversion charges (if applicable) payable to Land Conversion from Agricultural to Non-Agricultural Charges, Registration charges and other administrative charges and infrastructure costs. The components of infrastructure include roads with street lighting, water supply, Sewerage lines & Sewerage Treatment Facility, Development of open spaces and Avenue Plantation and Rain Water Harvesting. These may change subject to requirements on ground.

(xvii) The notified Final Land Pooling Scheme (After issue of final notification) shall be deemed to be development permission and all building permissions shall be scrutinized accordingly.

(xviii) The land required for open space, amenities and utilities will depend on the population to be housed in the area which will in turn depend on the proposed Zoning in the Land Pooling Scheme.

(xix) The locations of the “Reconstituted Plot” will be retained close to its original locations unless a specific planning concern warrants its shift. In such case Party No. 2 reserves the right to locate the Reconstituted Plots and evolve a policy duly discussing the same with Party No. 1 of “Original Plot”.

(xx) The Party No. 2 shall be entitled to advertise for sale of its share to third parties and enter into agreements, receive consideration issue receipts, appropriate the proceeds, execute Sale Deeds or other conveyance to such third party purchasers and present the same for registration and the Party No. 1 shall not have objection in this regard.

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



(xxii) That after completion of the development of Land Pooling area in all respects, the Party No. 2 shall inform and deliver possession of the "Reconstituted Plots" which are allotted to the Party No. 1 under the Allotment Letters/Conveyance Deed by duly obtaining acknowledgement in writing from the Party No.1.

(xxiii) After handing over of the "Reconstituted Plot", the Party No. 1 shall be at liberty to sell/allot their share of the plots and to enter into any contract or agreement for the allotment or sale of such plots at such price and on such terms and conditions as the Party No. 1 may think fit. All such Allotments/Sale shall be made by the Party No. 1 at their own cost and risk and the Party No. 1 shall alone be responsible to such parties in connection with all such transactions.

(xxiv) The Party No. 1 shall not seek stay or stoppage of the development work on the Schedule -A Property and they are entitled for damages for breach of any terms of this agreement by the Party No. 2 and the damages if entitled under law. This clause is incorporated in the interest of prospective purchasers and the scheme.

(xxv) That all the matter difference questions, disputes arising out of present Agreement shall be referred adjudicated upon by the Vice Chairman of the Development Authority/ Party No. 2. Interpretation of the Clauses of this agreement, the LPS process and the Policy document by the Vice Chairman of the Development Authority/ Party No. 2 shall be final and binding upon Party No. 1.

(xxvi) That if due to any unforeseen reason the said Land Pooling Scheme is not extended then the decision taken by the Vice Chairman of the Development Authority/ Party No. 2 in this regard shall prevail.

(xxvii) The Courts at shall have exclusive jurisdiction to try and entertain any disputes arising out or in relation to this Development Agreement subject to Arbitration clause contained herein.

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

(xxix) Notwithstanding anything hereinabove, the rights and share of the Party No. 2 hereunder, including the powers, shall not be revoked by death, insolvency or such other reason on the part of the Party No. 1.

(xxx) The Party No. 1 and the Party No. 2 shall enter into Supplementary Agreement for earmarking their respective shares after final approval of Land Pooling Scheme by the Authority and register the same. The extent

A handwritten signature in black ink, appearing to be a stylized 'Y' or 'M'.

will be determined based on net area available after deducting circulating spaces, open spaces and Social Amenities, housing for poor components etc., Party No. 2's share to meet the expenditure of roads and civic infrastructure, administrative and legal costs, Registration Charges and other expenditure for developing public amenities.

(xxxi) Within _____ days from the date of the sanction of Land Pooling Scheme, the Party No. 1 and Party No. 2 shall enter into Supplementary Agreement for allotment of Final Plots. The Developer shall allot the "B" Schedule Areas to the Party No. 1 preferable in the Schedule "A" property if the plotted area is not available on any reason the shortfall of such plotted area shall be allotted in the neighboring lands. After such division the Party No. 1 and the Party No. 2 shall become the absolute Party No. 1 of their respective portion of Schedule 'A' Property comprising of "Reconstituted Plots".

SCHEDULE – A

All that the land admeasuringSq Mtrs in Khata/ Khasra No.....No. _____ of Village, _____ District and bounded by:

NORTH :
SOUTH :
EAST :
WEST :

SCHEDULE-B

Plot No. admeasuring SqMtrs situated in Khata/ Khasra No..... in Village District bounded and butted as under :-

North
South
East
West

IN WITNESS WHEREOF, the Party No. 1 and Party No. 2 signed on all pages and all other parties hereto have put their hands and subscribed their signatures in the last page of this Agreement, with free will and consent on



the above mentioned day, month & year, in the presence of the following witnesses:

PARTY NO. 1

Shri/Smt. _____

Age: _____

Occupation: _____

Address: _____

PARTY NO. 2

SIGNED, SEALED BY Authorized Signatory,
..... Development Authority in presence of

WITNESS 1:

Shri/Smt. _____

Age: _____

Occupation: _____

Address: _____

WITNESS 2:

Shri/Smt. _____

Age: _____

Occupation: _____

Address: _____



SUPPLEMENTARY AGREEMENT

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

Sri. _____, S/o _____ aged about
years, _____, R/o.
(Hereinafter called the "Party No.1")

AND

..... Development Authority, a statutory body constituted under the provisions of Uttarakhand Urban and Country Planning and Development Act, 1973 having office at, which expression shall, unless repugnant to the context or meaning thereof, always mean and include the Development Authority, acting through its (to be decided) (Hereinafter called the "Party No.2")

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

Whereas, the expressions Party No.1 and Party No.2 shall mean the same as assigned to them in the registered Development Agreement cum Irrevocable General Power of Attorneys dated _____ bearing documents

No. _____, Dated _____ bearing document
No. _____ on the file of Sub-Registrar,
_____ hereinafter referred to as Principal Agreement.

Whereas the owner _____ have entered into the Principal Agreement dated _____, bearing documents No. _____ with the Party No.2 for the development of the land admeasuring SqMtrs in Khata/ Khasrsa No. situated at village, _____ detailed in Schedule -A of the Principal Agreement under Land Pooling Scheme.

Whereas, the Party No.2 has developed the Land of Party No.1 under L.P.S duly following the guidelines under Land Pooling Scheme.

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



**NOW THIS SUPPLENTARY AGREEMENT WITHNESSTH AS
FOLLOWS:**

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

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

Plot No. admeasuring SqMtrs
situated in Khata/ Khasra No. in Village
District bounded and butted as under :-

North
South
East
West



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

Plot No. admeasuring SqMtrs
situated in Khata/ Khasra No..... in Village,
District bounded and butted as under :-

North

South

East

West

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

PARTY NO.1

PARTY NO.2

WITNESSES :

1.

2.



FORM-9.15
See rule-9(2)(e)

**ELECTRONIC TOTAL STATION SURVEY - NOTICE OF
INFORMATION TO REVENUE DEPARTMENT**

Re.....

Dated.....

In pursuance of the Notification of finalized area for Land Pooling Scheme published on _____, development agreement was executed between the Development Authority and Land Owner and following lands were taken possession.

Plot No. admeasuring SqMtrs
situated in Khata/ Khasra No. in Village,
District bounded and butted as under :-

North

South

East

West

As per Rule 9(2)(e) of the Land Pooling Scheme area in the presence of a representative from the Revenue Department is required for identification of field boundaries and for preparation of draft notification of land pooling scheme.

Hence the Tahsildar,..... is requested to depute concerned Surveyor and V.R.O. at the time Survey of LPS area on _____.

Yours faithfully,
Development Authority

To
The Tahsildar,
..... Mandal.

Copy to the Collector, for information.
Copy to the RDO. For information.



FORM-9.16
See rule-9(2)(e)

**ELECTRONIC TOTAL STATION SURVEY - NOTICE TO LAND
OWNER**

Ref.....

Dated.....

In pursuance of the Notification of finalized area for Land Pooling Scheme published on _____, development agreement was executed between the Development Authority and Land Owner and following lands were taken possession.

Plot No. admeasuring SqMtrs situated in Khata/ Khasra No. in Village District bounded and butted as under :-

North

South

East

West

As per Rule 9(2)(e) of the Land Pooling Scheme, survey of Land Pooling Scheme area in the presence of a land owner / authorized person required for identification of field boundaries and for preparation of draft notification of land pooling scheme.

Hence you are here by requested to be present at the time of Survey of LPS area on _____.

Yours faithfully,
Development Authority

To
Sri / Smt.....
.....
.....

Copy to the Collector, for information.
Copy to the RDO. For information.
Copy to the Tahsildar, for information.



FORM-9.17

See rule-9(3)

**CERTIFICATION OF AREA STATEMENT / FINAL BASE MAP
AND PREPARATION OF LIST OF LAND OWNERS**

In pursuance of notification issued under rule 6 (2), this is to certify that the area statement and the final base map and list of land owners prepared after conducting the survey of Land Pooling Scheme Area and by taking the assistance of representatives of Revenue department, Land owners and by taking Technical Support, duly depicting the original holdings of Land owners and proposed reconstituted plots for allocation to land owners / authority / reserved lands.

Development Authority



FORM-9.18

See rule-9(6)(I)

APPLICATION FOR JOINT ALLOTMENT OF FINAL PLOTS

From:

(1) Name
(2)

(Land owners)

To:

Development Authority,

The land measuring an extent ofSqMtrs situated in the following Khata/ Khasra Number/s and village/s shown below under **Land Pooling Scheme** for the purpose of development under Land Pooling Scheme has been handed over to the Authority on _____.

Plot No. admeasuring SqMtrs situated in Khata/ Khasra No. in Village District bounded and butted as under :-

North

South

East

West

Sl. No.

Name of the land owner with established ownership

Extent owned by land owner Sq Mtrs

Extent to be re-allotted to land owner's share Sq. Mtrs

Residential

Commercial

Total

I/We am/are hereby giving my/our consent to allot one final plot in lieu of my/our different parcels / land jointly as common final plot as per my/our total share in the approved and published final Land Pooling Scheme.

Yours faithfully

(Name:-)



FORM-9.19

See rule-9(7)

STATEMENT OF CONSULTATIONS

The Competent Authority before preparing the draft LPS of the Area in accordance with development plans consulted the Land owners relating to the LPS. The consultations made are as stated below.

Sl.No

Item of consultation

Names of persons participated in consultation

Suggestions made by Land owners / Interested Persons

Development Authority



FORM-9.20

See rule-10(1)

NOTIFICATION OF DRAFT LAND POOLING SCHEME CALLING FOR OBJECTIONS / SUGGESTIONS

Re..... Dated.....

Whereas finalized / modified area of the land pooling is published on for preparation of draft Land Pooling Scheme, a final base map is prepared along with

area statements and ownership status in the LPS area duly giving notice to Revenue Department and land owner to participate. The draft LPS containing Land / Ownership particulars, Land use break up, reconstitution of plots, method of re-allotment, plots / land allocation to Authority / land owners land allocations for various purposes, land use, cost benefit analysis etc., as mentioned under rule 9(1) to (8), is made and having the approval of the Development Authority, Notification of the Draft LPS is hereby issued calling for objections / suggestions from the landowners within 30 days of the publication of the Notification.

The detailed draft LPS along with map is kept in the office of the Development Authority as well as its official website and may be inspected on any working day during office hours.

By virtue of this publication of draft LPS, all the lands for purpose of laying roads, drainage, lighting, water supply and other utilities are liable to be vested absolutely in the Authority free from all encumbrances without affecting any rights of the land owner and illegal occupants are liable to be summarily evicted to enforce the scheme.

LAND SCHEDULE UNDER LPS

Original land holding of the land owner Eligibility SqMtrs
Proposed reconstituted plot for allocation Plot No.
admeasuring SqMtrs situated in Khata/ Khasra
No. in Village District bounded
and butted as under :-

North

South

East

West

Name of the Landowner

Category - Residential/ Commercial

Place:

Development Authority

Date



FORM-9.21

See rule-10(2)

FORM OF OBJECTIONS / SUGGESTIONS ON DRAFT LPS

In pursuance of notification of draft Land pooling scheme calling objections / suggestions under rule 10(1) I / we S/o, D/o, W/o being the land owner / interested person file the following objections / suggestions.

Name of the Objector

Category of Objection

Land ownership

Reconstitution of Plots to Land owner

Reserved Lands

Lands for Authority

Nature of Objections

Suggestions

Land owner interested person

A handwritten signature consisting of a stylized 'M' and a diagonal line.

FORM-9.22

See rule-10(4)

NOTICE OF FINAL LAND POOLING SCHEME

Ref.....

Date.....

Whereas, Draft Land Pooling Scheme was published vide proceedings Ref. No., dated of the Development Authority in the manner prescribed U/r 6(3), suggestions / objections received with in time for examined and after making necessary modifications if any required was placed before the Authority for approval and the LPS has become final.

LPS Final Notification is hereby made. A Notified area under the Final Land Pooling Scheme shall vest absolutely with the Authority free from all encumbrances for re constituting and implementing the LPS.

The final approved LPS along with Map is kept in the office of the Development Authority and may be inspected on any working day during office hours.

LAND SCHEDULE UNDER FINAL LPS

Name of the District:

Name of the Village :

Original land holding of the land owner

Eligibility (SQM)

Proposed reconstituted plot for allocation :

Village:

Name of the Landowner :

Category : Residential / Commercial

Zone no.

Sector no.

Plot no.

Place:

Date

Development Authority



FORM-9.23

See rule-10(4)

TAKING POSSESSION OF LAND FROM LAND OWNERS

In pursuance to the final Notification of Land Pooling Scheme published on _____, and after considering all objections and suggestions and finalizing the title disputes, the landowners entered into agreement with the Development Authority.

Following schedule of land have been taken possession from Sri / Smt

S/o / W/o _____

on _____.

District:

Village:

Name of the land owner with established ownership

Boundaries :

N
S
E
W

Handed over
(Land owner)

Taken possession
Development Authority

Witnesses:

1.

2.



FORM-9.24

See rule-11(4)

LAND POOLING OWNERSHIP CERTIFICATE

Ref. No.

Dt.

In pursuance to the final Land Pooling Scheme published on _____, and as per the development agreement entered by you in Form-9.14 Sri / Smt. _____, S/o / W/o _____ resident of _____, Street _____, Village _____ District _____ has been allotted the plot shown in the schedule below.

Original land holding of the land owner

Eligibility (SqM)

Proposed reconstituted plot for allocation:

Village:

District:

Name of the Landowner:

Category : Residential / Commercial

Eligible extent for re-allotment : _____ Sq.yds.

Allotment of Residential Plot No. L.P. No. : _____ SqM in Sector No. and Zone No. _____.

Allotment of Commercial Plot No. L.P. No. : _____ SqM in Sector No. and Zone No.

1. The allotment of plots were made by draw of lots, in the presence of one third or more land owners.

2. This certificate is the conclusive proof of evidence of the title and the Owner shall have alienable rights of property as per the provisions of Registration Act and Transfer of Property Act.

3. Owner shall be responsible for all the required infrastructure within the final plot, for obtaining all no objection certificates required for the development of Final plot and following the prevailing development



promotion regulation and Building Regulations / Rules depending on the type of development proposed, for payment of necessary fees and charges as per rules for the sanction of development permission.

4. Final plot owners or any other purchaser of the final plot shall have to pay for the usage, consumption and maintenance charges levied by the Agencies responsible for the common infrastructure and respective services.

Encl: Sketch of Final Plots

Place:

Date :

Development Authority.

To

Sri / Smt.

Copy to the Tahsildar,

Copy to the Sub Registrar.

A handwritten signature consisting of a stylized 'H' and a diagonal line.

FORM-9.25

See rule-11(6)

DETAILS OF LPOCs AND LAND CONTRIBUTED BY LAND OWNERS FOR PUBLISHING ON WEBSITE

Original land holding of the land owner :

Name of the Landowner :

Category – Residential / Commercial:

Residential Commercial

Eligibility (SqM):

Proposed reconstituted plot for allocation :

Village :

District :

Zone no.:

Sector no. :

Plot no. :

Place:

Date :

Development Authority



FORM-9.26
See rule-12(1)(a)
REGISTER OF RESERVED LANDS CATEGORY WISE

In pursuance to the Notification of the final Land Pooling Scheme published vide proceedings no. Ref. No. dated the Authority has taken over all lands reserved for the Parks, Play grounds and Open spaces, Roads, Social amenities and affordable housing and entered in the separate Registers.

Sl. No.	Sector No.	Zone No.	Purpose for which Reserved	Plot Nos.	Extent	Boundaries N S E W
1.	2.	3.	4.	5.	6.	7.

Note: Purpose for which reserved- write Parks or play grounds or open spaces or roads or social amenities or affordable housing etc.

Development Authority



FORM-9.27*See rule-12(1)(b)***REGISTER OF LANDS TAKEN OVER BY THE AUTHORITY /
LAND OWNER**

In pursuance to the Notification of the final Land Pooling Scheme published vide proceedings no. Ref. _____, dt..... the Authority has taken over all lands reserved for the Parks, Play grounds and Open spaces, Roads, Social amenities and affordable housing and entered in the separate Registers, as per the powers vested under Rule 12 (1) (b).

Sl. No.	Sector No.	Zone No.	Ownership (Land Owner/Authority)	Residential / Commercial	Plot No.	Boundaries N S E W
1.	2.	3.	4.	5.	6.	7.

Development Authority



FORM-9.28

See rule-12(4)

HANDING OVER OF PHYSICAL POSSESSION OF RECONSTITUTED PLOTS

Ref. No. Dt.

In pursuance to the final Land Pooling Scheme published in vide Ref No. No. dt. and as per the Land Ownership Certificate in Form-9.25 issued on _____ Sri / Smt. _____, S/o / W/o _____ resident of _____, Street _____, _____ District has been handed over the plot shown in the schedule below on the _____ day of _____.

Total extent of land contributed by the land owner :

Eligible extent for re-allotment : _____ SqM.

Allotment of Residential Plot No. L.P. No. : _____ Sq.M in Sector No. and Zone No.

Allotment of Commercial Plot No. L.P. No. : _____ Sq.M in Sector No. and Zone No.

Handed Over by

Taken Over by

Development Authority

Land Owner

To

Sri / Smt. _____

Copy to the Tahsildar,

Copy to the Sub Registrar.



FORM-9.29

See rule-13(1)

PUBLICATION OF NOTICE OF COMPLETION OF FINAL LAND POOLING SCHEME

Ref. No.

Dated.

NOTICE under Rule 13(1) of Uttarakhand Land Pooling Scheme (Implementation) Rules, 2015 is hereby published, having completed final Land Pooling Scheme.

SCHEDULE

District:

Village:

Zone:

Sector:

Sl.No	Sector No.	Zone No.	Total extent	No. of Plots	Details of works completed	Details of infrastructure plans
1.	2.	3.	4.	5.	6.	7.

Place:

Date :

Development Authority



FORM-9.30*See rule-13(2)*

**PUBLICATION OF RECONSTITUTED PLOTS AFTER
CARRYING OUT
MUTATIONS IN LAND RECORDS**

Ref. No.

Dated

In pursuance of requirements of the Development Authority under Rule 13(2) of Uttarakhand Land Pooling Scheme (Implementation) Rules, 2015, the details of re-allotment of final plots along with particulars of Land Pooling Owner Ship Certificates after under taking mutation in the records are here by published for purpose of Notification and issuing completion certificate along with layout of final LPS.

SCHEDULE

District:

Village:

Zone:

Sector:

Sl. No.	Sector No.	Zone No.	Ownership (Reserved/ Allottee /Authority)	Residential / Commercial	If belonging to allottee, name of the allottee of LPOC with mutation	Plot No.	Extent	Boundaries N S E W

Place:

Date:

Development Authority



FORM-9.31
See rule-13(3)

COMPLETION CERTIFICATE

Ref. No.

Dated

The competition certificate of the Layout of Final Land Pooling Scheme is hereby issued after verification of the details under Rule 13(3) of Uttarakhand Land Pooling Scheme (Implementation) Rules, 2015. The particulars of the Layout of Final Land Pooling Scheme is shown in the schedule below:

SCHEDULE

District:

Village:

Zone:

Sector:

No. of Plots	Total extent	Details of Lands allotted to Land Owners		Details of Reserved lands		Details of lands allotted to Authority	
		Particulars	Extent	Particulars	Extent	Particulars	Extent
1.	2.	3.	4.	5.	6.	7.	8.

A copy of the Layout of Final Land Pooling Scheme is kept open for inspection of the land owners including the public at the office of the Development Authority and also in the Website of the Authority.

Place:

Date:

Development Authority