

Government of Uttarakhand
No. 881 /V-2/2025-88064
Dehradun, Dated: 10.11.2025

NOTIFICATION

In exercise of the powers conferred by clause (c) of sub-section (2) of Section 55 read with section 9-A (2) of The Uttarakhand Urban and Country Planning and Development Act, 1973, the Government of Uttarakhand hereby make the following rules, namely,

"The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025"

Short title extent and commencement	1.	(1)	These rules may be called The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025
		(2)	It extends to the whole State of Uttarakhand.
		(3)	It shall come into force immediately after publication in the official gazette.
Definitions	2.		In these rules, unless the context otherwise requires,
		(a)	" Act " means The Uttarakhand Urban and Country Planning and Development (Amendment) Act, 1973 (as amended from time to time.)
		(b)	" amenities " includes road, water supply, street lighting, drainage, sewerage, public works and such other convenience.
		(c)	" Appellate Authority " means the Appellate Authority constituted as per rules for Town Planning Scheme (TPS).
		(d)	" Appropriate Authority " means a Local development authority (LDA), or State Authority [Uttarakhand Housing & Urban Development Authority (UHDA)], in relation to a development area; for the preparation and implementation of Town Planning Scheme.
		(e)	" Draft Town Planning Scheme " means the Draft of Town planning Scheme prepared under these rules, which shall essentially include the demarcation of Original Plots as per the ownership records, demarcation of area for infrastructure development and Final plots to be allotted to the landowners as well as appropriate authority and also include tentative costing of the development proposed as a part of the Town Planning Scheme.
		(f)	" Final plot (FP) " means a plot reconstituted from an original plot and allotted to landowners and appropriate authority, in a Town Planning Scheme.
		(g)	" Financial Town Planning Scheme " means a Financial Town Planning Scheme prepared as per the provisions of these rules which shall essentially include all the costs to be incurred for preparation and implementation of the Town Planning Scheme and betterment charges/incremental contributions as may be specified in the respective Town Planning Scheme.
		(h)	" Intention of the Draft Town Planning Scheme " means the announcement to prepare a Draft Town Planning Scheme by the Appropriate Authority, which shall include the details of Village, Tehsil, District and tentative area of the land parcels to be included in the proposed Draft Town Planning Scheme.
		(i)	" Original Plot (OP) " means a plot demarcated based on the Khasra number(s) within a Town Planning Scheme, depicting a basic unit of plot having single or joint ownership as per revenue records, for the Town Planning Scheme.



		(j)	"owner/landowner" means a person that owns a house or land. It also includes any person duly authorised by the owner/landowner by Power of Attorney for receiving the rent, of any land or building or of any part of any land or building, for any person or society or for any religious or charitable purpose, if the land or the building or any part of the land or the building were let to a tenant and also includes a mortgagee in possession thereof.																											
		(k)	"Physical Town Planning Scheme" means a Physical Town Planning Scheme prepared as a part of preparation of Town Planning Scheme under these rules. The Physical Town Planning Scheme shall include defining and demarcating the areas of Original Plots, defining and demarcating the Final Plots for landowners and appropriate authority, define and demarcate infrastructure, and block-cost estimation of the infrastructure.																											
		(l)	"plot" means a portion of land, in the Town Planning Scheme held in single or joint ownership.																											
		(m)	"property" means a land, part of land, plot, sub-plot or a building or part of a building.																											
		(n)	"reconstituted plot" means a plot which is in any way altered by the preparation of a Town Planning Scheme. For the purpose of this sub-rule "altered" includes the alteration of ownership of a plot.																											
		(o)	"Section" means section of the Act.																											
		(p)	"Town Planning Officer" means a Town Planning Officer appointed by the State Government under these rules.																											
		2-	Words and expressions used but not defined in these rules shall have the meanings assigned to them in the Act.																											
	Constitution of the High-Powered Committee (HPC)	3.	<p>The State Government shall, by notification, constitute a High-Powered committee at the State level, as below:</p> <table><tr><td>1.</td><td>Chief Secretary</td><td>Chairman</td></tr><tr><td>2.</td><td>Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Housing/ Chief Administrator, UHUDA</td><td>Member Secretary</td></tr><tr><td>3.</td><td>Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Forest</td><td>Member</td></tr><tr><td>4.</td><td>Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Finance</td><td>Member</td></tr><tr><td>5.</td><td>Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Revenue</td><td>Member</td></tr><tr><td>6.</td><td>Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Planning</td><td>Member</td></tr><tr><td>7.</td><td>Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Urban Development</td><td>Member</td></tr><tr><td>8.</td><td>Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Irrigation</td><td>Member</td></tr><tr><td>9.</td><td>Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary,</td><td>Member</td></tr></table>	1.	Chief Secretary	Chairman	2.	Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Housing/ Chief Administrator, UHUDA	Member Secretary	3.	Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Forest	Member	4.	Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Finance	Member	5.	Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Revenue	Member	6.	Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Planning	Member	7.	Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Urban Development	Member	8.	Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Irrigation	Member	9.	Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary,	Member
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			<p>PWD</p> <p>10. Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Peyjal Member</p> <p>11. Additional Chief Secretary (ACS)/ Principal Secretary (PS)/ Secretary, Energy Member</p> <p>12. Vice Chairman (VC) of the respective Local Development Authority Member</p> <p>13. District Magistrate of the concerned district Member</p> <p>14. Chief Town and Country Planner (CTCP), Town and Country Planning Department Member</p> <p>Note:- The Committee may invite any other officers/technical experts as per requirement.</p>
	Functions of the HPC 4.	(1)	The HPC shall review the Physical and Financial Town Planning Schemes forwarded by the Town Planning Officer through the board of the Appropriate Authority and approve, reject or suggest modifications.
		(2)	In case the HPC suggests modification, then the Physical and Financial Schemes shall be forwarded to the Town Planning Officer for incorporating the same.
	Appellate Authority for Town Planning Schemes 5.		<p>The Appellate Authority shall be appointed in following manner.</p> <p>(a) In case of disputes arising out of matters relating to the Town Planning Scheme, the Chief Administrator, UHUDA shall be the first level of Appellate Authority.</p> <p>(b) Infrastructure Development Commissioner, Government of Uttarakhand shall be the second and final Appellate Authority.</p>
	Operating procedure of the Appellate Authority 6.	(1)	On receipt of a copy of appeal presented, the Appellate Authority shall give such notice as it deems fit to the parties concerned.
		(2)	The Appellate Authority shall record their decisions in writing, in any case where the approved proposal(s) under these rules are modified, varied or rejected by the Town Planning Officer/ Appropriate Authority.
		(3)	The Appellate Authority, as far as possible, shall decide all appeals received within a period of twelve (12) months from the date of receipt of the appeals.
	Functions and powers of Appellate Authority 7.	(1)	The Appellate Authority shall have powers and duties to conduct hearing, make such inquiry if required, and decide on appeals in respect of the Town Planning Scheme or may direct the Town Planning Officer, as the case may be.
		(2)	Decision of the Appellate Authority shall be final and binding on all parties.
		(3)	In respect of the decision of the Appellate Authority in an appeal arising out of matters relating to the Town Planning Scheme, the Town Planning Officer shall consider the decisions of the Appellate Authority and incorporate suggested modification in the Physical and Financial Town Planning Scheme and shall forward the decision of the Appellate Authority to the Board of the

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			Authority.
Initiation of Town Planning Schemes 8.	(1)	Initiation of Town Planning Scheme	
		<p>(a) Scheme to be initiated by the appropriate authority/State Government: The appropriate authority by itself or as may be directed by the State Government, may initiate for preparation and implementation of Town Planning Scheme in any area of the State. The appropriate authority shall communicate to the landowners to provide irrevocable consent from all the landowners included in the proposed draft Town Planning Scheme Area, in a prescribed form (Form A-2). In case the consent of few of the landowners are not received in time and if it is necessary to include those land parcels in the proposed Draft Town Planning Scheme, then, the authority shall proceed for prevalent Land Acquisition Process [Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (LARR Act)] or any other rules notified by the State Government for the land procurement, for acquiring such land parcels.</p> <p>(b) Scheme to be initiated on demand by the landowners: The Landowners may individually or jointly, by a written application, request the appropriate authority, to prepare the Town Planning Scheme. The application to prepare the Town Planning Scheme for any area, can only be made if the consent for preparation of Town Planning Scheme is received from all the landowners. The landowners shall declare that they have fully understood the provisions of the Town Planning Scheme Rules and provide irrevocable consent of all the landowners of the proposed Town Planning Scheme Area, in the prescribed forms (Form A-2 and A-3).</p>	
	(2)	In case of any land parcel which is required for the scheme, but the landowner is not willing for the Town Planning Scheme, the Appropriate Authority may procure the land parcels as per the provisions of the prevalent Land Acquisition Process [Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (LARR Act)] or any other rules notified by the State Government for the land procurement.	
	(3)	The Appropriate Authority shall prepare the Base Data before declaration of Intention as directed by the State government.	
Declaration of Intention for Draft Town Planning Scheme by Appropriate Authority 9.	(1)	The Appropriate Authority shall declare the Intention to prepare the Draft Town Planning Scheme, which shall be published by means of an advertisement in at least one National level newspaper with widespread circulation. The notification shall be displayed on the notice board of offices of the Appropriate Authority, District Magistrate, Block Development and Panchayat Office and tehsil office concerned, having jurisdiction of the area. The same shall also be published on the website of the Appropriate Authority.	
	(2)	The details to be published in Intention for Draft Town Planning Scheme shall include name of the District, Tehsil, village, urban local body (if any), name of the landowners, land area details, Khasra numbers, and details regarding ownership as per the revenue records and the Sajra (Revenue) map. The same shall be available for the inspection by the public during office hours at the office of the Appropriate Authority.	

			<p>(a) The record, to be published, in general may indicate the manner in which the record is captured and validated.</p> <p>(b) In particular, the record shall contain, for each plot, namely -</p> <p>(i) the boundary, location, area as determined based on the records received; and</p> <p>(ii) ownership, tenure and share of interests of different persons;</p>
	Objections and Suggestions on the proposed draft Town Planning Scheme	10.	<p>(1) Objections and Suggestion with regard to Intention for draft Town Planning Scheme shall be submitted by the landowners within thirty (30) days from the date of publication of Intention.</p> <p>(2) Appropriate Authority shall conduct a hearing of the objections/suggestions received, if required.</p> <p>(3) The objections/suggestions received may be taken into consideration while preparation of the town planning scheme.</p> <p>(4) The Appropriate Authority may consider the withdrawal of Draft Town Planning Scheme if a representation to withdraw the proposed Draft Town Planning Scheme, is made by fifty percent (50%) or more landowners (in terms of number and landholding both) to the Appropriate Authority, of the proposed Town Planning Scheme area.</p>
	Declaration of Final Intention for Draft Town Planning Scheme by Appropriate Authority	11.	<p>(1) After disposal of objections/suggestions, the appropriate authority shall submit the Final Intention to the Board for approval.</p> <p>(2) After approval from the board, Appropriate Authority shall publish the Final Intention for preparation of the Draft Town Planning Scheme.</p> <p>(3) After publication of Final Intention for preparation of Draft Town Planning Scheme, no objections/suggestions with regard to the withdrawal of the Town Planning scheme shall be considered.</p>
	Freezing of development in the Proposed Draft Town Planning Scheme Area	12.	<p>(1) After publication of Final Intention for preparation of Draft Town Planning Scheme, the State Government may freeze any construction/development in the proposed Draft Town Planning Scheme area till the approval of the Draft Town Planning Scheme or for a period of three (03) years, whichever is earlier, from the date of declaration of Final Intention of Draft Town Planning Scheme. Freezing of any construction/development may be further extended for six months and up to one year by the appropriate authority, if there are sufficient reasons for the extension. However, the landowners shall be free to use their Final Plot after allotment of their respective Final Plots.</p> <p>(2) After the publication of Draft Town Planning Scheme under Rule-19, the landowners may apply for the development permission from the Appropriate Authority.</p> <p>(3) In case due to any unforeseen reason, the appropriate authority is unable to deliver the reconstituted plots to the landowners in the stipulated time including any extension as mentioned in the final town planning scheme, the development rights of the original plots given to the authority through Development Agreement Cum Irrevocable General Power of Attorney and Transfer deed (Form A-3) shall be null and void. Subsequently, the original rights of the landowners shall prevail.</p>
	Appointment of Town Planning Officer	13.	<p>(1) After publication of Final Intention of the draft Town Planning Scheme, the Appropriate Authority may request Government for the appointment of Town Planning Officer.</p> <p>(2) The State Government may appoint any professional having postgraduation in Urban Planning or Regional Planning or Town Planning or City Planning with minimum fifteen (15) years of</p>

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			experience in preparation and execution of at least one (01) Town Planning Scheme or relevant experience OR any retired government officer not below the rank of Senior Town Planner, as Town Planning Officer on contractual basis. The remunerations and the terms and conditions for appointment as well as removal of such officer shall be decided by the State Government. Or
		(3)	The State Government may depute any officer not below the rank of Associate Planner as Town Planning Officer from other government department. In such cases, no additional remuneration shall be given to the appointed officer.
		(4)	The Town Planning Officer so appointed by the State Government shall take charge of the Town Planning Scheme, only after the preparation of Draft Town Planning Scheme by the Appropriate Authority. The office space and the required staff for the appointed Town Planning Officer shall be provided by the Appropriate Authority.
		(5)	For the assistance of the Town Planning Officer required number of Town Planner, Assistant Town Planner and any technical staff may be appointed by the Appropriate Authority through the deputation/contractual/outsourcing agency.
		(6)	The Town Planning officer shall report to the Vice Chairman of the Appropriate Authority.
Duties of Town Planning Officer	14.	(1)	<p>a) The Town Planning Officer shall publish the draft Town Planning Scheme prepared by the appropriate authority for inviting objections and suggestions, in consultation with the Appropriate Authority.</p> <p>b) The decision on disposal of the objections/suggestions received shall be done in consultation with the Appropriate Authority.</p>
		(2)	After disposal of the objections/suggestions, the Town Planning Officer shall split the Draft Town Planning Scheme into two parts: (a) Physical Town Planning Scheme and (b) Financial Town Planning Scheme.
		(3)	The Town Planning Officer shall give sufficient opportunity to the landowners for stating their views and shall not give any decision till he has duly considered their representations, if any.
		(4)	If during the proceedings, it appears to the Town Planning Officer that there are conflicting claims or any difference of opinion regarding any part of the scheme, the Town Planning Officer shall record the points/issues raised and the details of produced evidence and shall put forward the same to the Appropriate Authority for final decision. All such minutes shall be appended to the scheme.
		(5)	The Town Planning Officer shall record every decision of the appropriate authority. The calculations and estimates shall be set out and recorded in Form A-1 , and Form B and in other statements as may be prepared by the Town Planning Officer, in consultation with the Appropriate Authority.
		(6)	The State Government may issue directions regarding the additional duties and functions of the Town Planning Officer for preparation of the Town Planning Scheme, if required.

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Carving and Reappropriation of Original Plots for the draft Town Planning Scheme by the Appropriate Authority	15.		The Appropriate Authority shall carve and reappropriate the Original Plots of the Draft Town Planning Scheme as per Appendix- A.
Contents of Draft Town Planning Scheme by the Appropriate Authority	16.		The content of the Draft Town Planning Scheme shall be as per Appendix - B.
Preparation of the draft Town Planning Scheme by the Appropriate Authority	17.		The Appropriate Authority shall prepare the draft Town Planning Scheme as per Appendix - C.
Finalization of the Plots for the allotment to the Appropriate Authority in the proposed Draft Town Planning Scheme	18.		Finalization of the Plots for the allotment to the Appropriate Authority shall be as per Appendix - D.
Publication of draft Town Planning Scheme and invitation of objections/ suggestions on the draft Town Planning scheme	19.	(1)	The Town Planning Officer shall publish the draft Town Planning Scheme prepared by the Appropriate Authority, for inviting objections and suggestions in consultation with the Appropriate Authority. The publication shall be done by means of an advertisement in at least one National level newspaper with widespread circulation. The notification shall be displayed on the notice board of offices of the Appropriate Authority, District Magistrate, Block Development and Panchayat Office and tehsil office concerned, having jurisdiction of the area. The same shall also be published on the website of the Appropriate Authority.
		(2)	The layout of the draft Town Planning Scheme and the details regarding ownership as per revenue records and Sajara (Revenue) map, and tentative calculations of redistribution and valuation of Plots in Form - A and the Cost of Estimates in Form-B shall be available for the inspection by the public.
		(3)	(a) Any person or company affected by the proposed Town Planning Scheme or having interest in the said area may submit their objections/suggestions to the Town Planning Officer as stipulated in the notice published. (b) The claims and objections of any person or company which is not affected by the proposed Town Planning Scheme or not having any interest in the proposed Town Planning Scheme, may not be considered. However, suggestions may be considered for larger public interest. (c) The decision on disposal of the objections/suggestions received shall be done by the Town Planning Officer, in consultation with the Appropriate Authority.
		(4)	After disposal of the objections/suggestions received on the draft Town Planning Scheme, the Town Planning Officer shall finalize the draft Town Planning Scheme for approval of the Appropriate Authority.
Approval of the Draft Town Planning scheme	20.	(1)	The draft Town Planning Scheme so prepared shall be submitted by the Town Planning Officer to the Appropriate Authority for approval.
		(2)	The Appropriate Authority on the receipt of the draft Town

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			Planning scheme, may: (a) Approve the draft Town Planning Scheme, or (b) Suggest modifications in the draft Town Planning Scheme and return to the Town Planning Officer to re-submit after incorporating the modifications suggested.
		(3)	Where a draft Town Planning Scheme is returned under clause(b) of sub rule (2), the Town Planning Officer shall comply with the directions of the Appropriate Authority and shall re-submit the modified draft Town Planning Scheme to the Appropriate Authority.
		(4)	If the Appropriate Authority approves such a scheme, it shall be forwarded to the Town Planning Officer for preparation of physical and financial town planning schemes.
Procedure of Preparation 21. of Physical Town Planning Scheme		(1)	In Physical Town Planning Scheme, the Town Planning Officer shall: (a) after giving notice in the prescribed manner and in the prescribed form (Form – C) to the persons affected by the scheme, define and demarcate the areas of Original Plots. In the event of any discrepancies regarding error in records, Ownership, area, size, shape or other legal liabilities on the original plot and thereby affecting the Final Plot allotted to the landowner, the Town Planning Officer, after reviewing this, shall communicate in writing, along with the representation received, to the Appropriate Authority for the discrepancies received and decisions thereof. The Appropriate Authority may seek opinion of the Land Revenue Department and communicate it to the Town Planning Officer: Provided that, the Land Revenue Department shall, within a period of fifteen (15) days from the receipt of communication from the Authority, as deemed fit, examine and give his opinion to the Appropriate Authority. (b) define and demarcate the areas allotted to, or earmarked for, any public purpose, or for a purpose of the Appropriate Authority and the final plots. (c) determine in cases in which a final plot is to be allotted to persons in ownership in common, the shares of such persons. (d) provide for the total or partial transfer of any right(s) in an original plot to a final plot. (e) determine the period within which the works provided in the scheme shall be completed by the Appropriate Authority.
		(2)	The Appropriate Authority may issue directions for the details to be included in the Physical Town Planning Scheme.
		(3)	The Physical Town Planning Scheme prepared by the Town Planning Officer shall be forwarded to Appropriate Authority in prescribed Form A-1 along with maps.
		(4)	The Appropriate Authority shall forward the Physical Town Planning Scheme to the Board, for approval.
		(5)	After approval of Physical Town Planning Scheme, the Town Planning Officer shall initiate preparing the Financial Town Planning Scheme as per approved Physical Town Planning Scheme.
		Procedure of Preparation 22. of Financial Town	



<p>Planning Scheme</p>	<p>individual land rates fixed for the original plots and the value of residual plots in terms of rates and costs included in the Town Planning Scheme.</p> <p>(b) estimate the sums payable as compensation on each Final Plot and the contribution to be levied on each Final Plot – either allotted to landowners or earmarked for a public purpose or for the purpose of the Appropriate Authority, which shall be included in the costs of the scheme. The cost of the Town Planning Scheme shall include, but not limited to the following:</p> <ul style="list-style-type: none"> (i) all sums payable by the Appropriate Authority, which are not specifically excluded from the costs of the scheme, (ii) all sums spent or estimated to be spent by the appropriate authority in the preparation and execution/ implementation of the Town Planning scheme, (iii) all sums payable as compensation for land earmarked or designated for any public purpose or for the purposes of the appropriate authority, (iv) all legal expenses incurred by the appropriate authority in the preparation and in the execution/ implementation of the Town Planning scheme, (v) incidental cost to the scheme which is up to twenty per cent (20%) of the amount of the cost of infrastructure provided in the area adjacent to the area of the scheme, (vi) any amount by which the total value of the original plots exceeds the value of the plots included in the Financial Town Planning Scheme, each of such plots being estimated at the value prescribed under the rules at the date of the declaration of Intention to prepare a Town Planning scheme, with all the buildings and works thereon at the said date and without reference to improvements contemplated in the Town Planning scheme, other than improvements due to alteration of its boundaries. <p>(c) determine the amount of exemption, if any, from the payment of contribution that may be granted in respect of plots exclusively occupied for religious or charitable purposes,</p> <p>(d) estimate the increment to accrue in respect of each plot included in the scheme,</p> <p>(e) calculate the proportion of the contribution to be levied on each plot in the Financial Town Planning Scheme to the increment estimated to accrue in respect of such plot, [the increments referred in the rule shall be deemed to be the amount by which the market value of the plot included in the Financial Town Planning Scheme (estimated on the assumption that the planning work of the Town Planning scheme has been completed)], at the date of the declaration of Intention to prepare a Town Planning scheme, would exceed at the same date the market value of the same plot estimated without reference to improvements contemplated in the scheme,</p> <p>(f) determine the amount to be deducted from, or added to, as the case may be, the contribution leviable from landowner,</p>
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	<p>(g) prepare the Detailed Project Report (DPR) for the infrastructure development proposed in the Town Planning Scheme and influence area.</p> <p>(h) prepare the Financial Town Planning Scheme in the prescribed forms in accordance with the Physical Town Planning Scheme. The same shall also be published on the website of the Appropriate Authority.</p>
	<p>(2) Contribution towards costs:</p> <p>(a) The costs of the Town Planning scheme shall be met wholly or in part by a contribution to be levied by the Appropriate Authority on each plot included in the final Town Planning Scheme calculated in proportion to the increment which is estimated to accrue in respect of such plot by the Town Planning Officer;</p> <p>Provided that-</p> <p>(i) where the cost of the Town Planning Scheme, does not exceed half the increment, the cost shall be met wholly by a contribution,</p> <p>(ii) where it exceeds half the increment, to the extent of half the increment it shall be met by a contribution and the excess shall be borne by the Appropriate Authority,</p> <p>(iii) where a plot is subject to a mortgage with possession or to a lease, the Town Planning Officer shall determine the proportion of contribution to be made by the mortgagee or lessee and the mortgagor or lessor.</p> <p>(iv) no such contribution shall be levied on a plot used, allotted or earmarked for a public purpose or for the purpose of the Appropriate Authority which is solely beneficial to the landowners or residents within the area of the Town Planning Scheme.</p> <p>(v) if the contribution is levied on a plot used, allotted, or earmarked for a public purpose or for the purpose of the Appropriate Authority which is beneficial partly to the landowners or residents within the area of the Town Planning Scheme and partly to the general public, shall be calculated in proportion to the benefit estimated to accrue to the general public from such use, allotment or earmark.</p> <p>(b) The owner of each plot included in the Financial Town Planning Scheme shall be primarily liable for the payment of the contribution leviable in respect of such plot.</p>
	<p>(3) Addition/deduction from the contribution to be levied from the owner</p> <p>The amount by which the total value of the plots included in the Final Town Planning Scheme with all the buildings and works thereon allotted to a person falls short of or exceeds the total value of the original plots with all the buildings and works thereon of such person shall be deducted from, or, as the case may be, added to, the contribution leviable from such person, each of such plots being estimated at its market value at the date of declaration of Intention to prepare a Town Planning Scheme or the date of the notification issued by the Board of the Appropriate Authority under the rule and without reference to improvements</p>



		contemplated in the Town Planning Scheme other than improvements due to the alteration of its boundaries.
	(4)	<p>Case in which amount payable to owner exceeds the amount due from him</p> <p>If the owner of an original plot is not provided with a plot in the Physical Town Planning Scheme or if the contribution to be levied from him, is less than the total amount to be deducted therefrom under any of the provisions of the rule, the net amount of the loss shall be payable to him by the Appropriate Authority shall be appropriated.</p>
	(5)	<p>Case in which value of developed plot is less than amount payable by owners</p> <p>a) If due to any reason, the total amount which would be due to the Appropriate Authority under the provisions of the rule, from the owner of a plot to be included in the Final Town Planning Scheme, exceeds the value of such plot estimated on the assumption that the Town Planning Scheme has been completed, the Town Planning Officer shall at the request of the Appropriate Authority direct the owner of such plot to make payment of the excess amount to the concerned Authority.</p> <p>b) If such owner fails to make such payment within the prescribed period, the Appropriate Authority shall, if the Town Planning Officer so requests, acquire the original plot of such defaulter and apportion the compensation among the owner and other persons interested in the plot, on payment by the concerned Authority of the value of such plot estimated at its market value at the date of the declaration of Intention to prepare a Town Planning Scheme or the date of a notification and without reference to improvements contemplated in the Town Planning Scheme; and thereupon the plot included in the Final Town Planning Scheme shall vest absolutely in the Appropriate Authority free from all encumbrances but subject to the provisions of the rule;</p> <p>Provided that the payment made by the Appropriate Authority on account of the value of the original plot shall be included in the costs of the Town Planning Scheme.</p>
	(6)	<p>Payment by adjustment of account</p> <p>All due payments to be made to any person by the Appropriate Authority under the rule shall, as far as possible, be made by adjustment in such account with the Appropriate Authority in respect of the plot concerned or of any other plot in which he has an interest and failing such adjustment, shall be paid in cash or in such other manner as may be agreed upon by the parties.</p>
	(7)	<p>Payment of net amount payable to the Appropriate Authority</p> <p>a) The net amount payable under the provisions of the rule by the owner of a plot included in the Final Town Planning Scheme may at the option of the contribution be paid in lump-sum or in annual instalments not exceeding ten, at the time of receiving the development permission in the reconstituted Final Plot or as may be decided by the Appropriate Authority</p> <p>b) If the owner of a plot fails to exercise the option on or before the date specified in a notice issued to him in that behalf by the Appropriate Authority, he shall be deemed to have exercised the option of paying contribution in instalments and the interest on the contribution shall be calculated from</p>

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			<p>the date specified in the notice, being the date before which he was required to exercise the option.</p> <p>c) Where two or more plots included in the Final Town Planning Scheme are of the same owner, the net amount payable by such owner under the provisions of the rule shall be distributed over his several plots in proportion to the increments which are estimated to accrue in respect of each plot unless the owner and the concerned Authority agree to a different method of distribution.</p>
		(8)	<p>Compensation in respect of property or right injuriously affected by Town Planning Scheme</p> <p>The owner of any property or right which is injuriously affected by the Town Planning Scheme shall, if he submits a claim before the Town Planning Officer within the prescribed time, be entitled to be compensated in respect thereof by the concerned Authority or by any person benefited or partly by the concerned Authority and partly by such person as the Town Planning Officer may determine in each case:</p> <p>Provided that the value of such property or rights shall be deemed to be its market value at the date of the declaration of Intention to prepare a Town Planning Scheme or the date of the notification issued by the Board of the Appropriate Authority without reference to improvements contemplated in the Town Planning Scheme.</p>
	Submission of Physical and Financial Town Planning Scheme to the HPC for approval	23.	<p>(1) The Town Planning Officer shall submit the Physical and Financial Town Planning scheme, along with his decisions, necessary maps and tables to the Appropriate Authority for taking approval of the HPC through its Board.</p> <p>(2) After approval of the HPC, the Final Town Planning Scheme (Physical and Financial) shall be published by the Town Planning Officer.</p>
	Issuance of certificate of Ownership for Final Plot in the Town Planning Scheme	24.	<p>(1) After publication of Physical and Financial Town Planning Scheme, the Appropriate Authority shall initiate the process of possession of the Final Plot(s) to the respective landowners.</p> <p>(2) The Appropriate Authority shall issue a Letter of Award (LoA) to the landowners stating their final plot or the property rights, as the case may be, as soon as possible and not later than twenty-five (25) days from the date of publication of Physical Town Planning Scheme.</p> <p>(3) Within fifteen (15) days from the date of the issuance of the above LoA, the Appropriate Authority shall issue a certificate in Form – E specifying (i) the area and boundaries of a Final plot, (ii) the nature of the tenure of land of the owner's title to such a plot, and (iii) the name of the person to whom the plot has been allotted under the scheme.</p>
	Procedure for eviction under the Rules, with respect to Physical Town Planning Scheme	25.	<p>(1) After receiving the LoA, the landowners shall handover the physical possession of the original plots or property in accordance with the published Physical Town Planning Scheme and evict the same within thirty (30) days of the issuance of the LoA.</p> <p>(2) For eviction under the rules, with respect to Physical Town Planning Scheme, the Appropriate Authority shall serve a notice in the prescribed (Form – D), upon a person to remove, pull down or alter such building or work or execute such work on the land to be evicted, giving reasonable time, to vacate the land (30 days).</p> <p>(3) If the person to be evicted fails to comply with the requirement of the notice, the Appropriate authority shall depute any Officer or</p>

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			the person of the Authority or any other person deputed by the authority to remove him.
		(4)	If the person to be evicted resists or obstructs the Officer so deputed or the person of the Authority or any other person deputed by the authority shall be the Public Servant during the process of eviction and any obstruction during the eviction shall be considered as an obstruction to the execution of Public Servant duties under the provisions of Section 221 of the Bhartiya Nyaya Sanhita (BNS).
	Appropriate authority to forward copy of the Physical Town Planning scheme and the Financial Town Planning scheme to update land records	26.	(1) The Final Town Planning Scheme may be implemented and completed in phased manner. The Appropriate Authority shall invite the landowners for execution of conveyance deed for the reconstituted plots allotted to the landowners and possession of the land, as mentioned in the prescribed agreement form (Form A-3), duly registered.
		(2)	The Appropriate Authority shall forward the copy of the Physical Town Planning scheme and the Financial Town Planning scheme to the concerned revenue department/Urban Local Bodies (ULBs) for mutation of land records as per the executed conveyance deeds.
	Documents accessible for public inspection	27.	Documents, plans and maps related to the approved Town Planning scheme (Physical as well as Financial) shall be kept open for public inspection at the office of the Appropriate Authority during office hours of the appropriate authority.
	Manner and method of compensation payable for Town Planning Scheme	28.	(1) The compensation payable shall be difference between the value of the property (inclusive of structures) based on the existing use and that on the basis of permitted use both values being determined as on the date of declaration of Intention to prepare the scheme.
		(2)	For the valuation on the basis of permitted use, allowance shall be made for the expenses that may have to be incurred in so converting the existing structures as to make them suitable for permitted use.
		(3)	In case, provision is made for continuance of the existing use of the structure, the compensation payable shall be as per the valuation by PWD or any competent authority of the State.
	Notification of Influence area by Appropriate Authority	29.	(1) The State Government shall issue notification for the influence area of the Town Planning Scheme stating the boundary of influence area as per the Act.
		(2)	The Appropriate Authority shall communicate to respective District Administration, Finance Department and Revenue Department for appropriate revision in the circle rates.
		(3)	Government shall issue guidelines/directions for the additional development charges and other fees, which may be imposed on these influence areas.
	Dispute resolution mechanism	30.	(1) In case of disputes arising out of matters relating to the Town Planning Scheme, the landowner may complain in writing to the Chairperson of the Board of the Appropriate Authority.
		(2)	If any person aggrieved by any action or decision or order made by the Chairperson of the Board under these rules, may prefer an appeal before the Appellate Authority, the Chief Administrator, UHDA.
		(3)	If any person aggrieved by any action or decision or order made by the Chief Administrator, UHDA under these rules, may prefer an appeal before the second Appellate Authority, the Chief Secretary, Government of Uttarakhand. The decision of second

			Appellate Authority shall be final and binding to all.
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(R. Meenakshi Sundaram)
Principal Secretary

Schedules

Schedule-A Forms for the Town Planning Scheme

FORM- A REDISTRIBUTION AND VALUATION STATEMENT

See Rule – 19(2)

The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025

DRAFT / FINANCIAL TOWN PLANNING SCHEME

CASE No	OWNER'S NAME	OWNERSHIP/TENURE	Village name, Block No./Khasra no./Survey No./ULB name (if any)	ORIGINAL PLOT (O.P.)			
				O.P. no.	O.P. AREA	O.P. value (in terms of INR) [without reference to the value (INR) of structures on the O.P.]	O.P. value (in terms of INR) [Inclusive of the value (INR) of structures on the O.P.]
1	2	3	3(a)	4	5	6(a)	6(b)

FINAL PLOT (F.P.)						Contribution (+) compensation (-) [Column 9(b) minus Column 6(b)] (INR)
F.P. NO.	F.P. AREA	Undeveloped		Developed		
		F.P. value (in terms of INR) [Without reference to value (INR) of Structures on the F.P.]	F.P. value (in terms of INR) [Inclusive of value (INR) of structures on the F.P.]	F.P. value (in terms of INR) [Without reference to value (INR) of Structures on the F.P.]	F.P. value (in terms of INR) [Inclusive of value (INR) of structures on the F.P.]	
7	8	9(a)	9(b)	10(a)	10(b)	11

Increment [column 10(a) minus column 9(a)] (INR)	Contribution [50% of Column-12] (INR)	Addition to (+) or deduction from (-) contribution to be made under other sections (INR)	Net demand from (+) or by owner being the addition of Columns 11,13 and 14 (INR)	Remarks
12	13	14	15	16

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FORM- A-1 REDISTRIBUTION STATEMENT

See Rule – 14(5) and 21(3)

The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025

PHYSICAL TOWN PLANNING SCHEME

Serial No.	Case No.	Name of the Owner	Status of ownership (single owner/joint owner/leaseholder/mortgagee/POA holder etc.)	Village name, Block No./Khasra no./Survey No./ULB name (if any)	ORIGINAL PLOT		FINAL PLOT		Remarks
					No.	Area in Sq.Mts.	No.	Area in Sq.Mts.	
(1)	(1a)	(2)	(3)	(3a)	(4)	(5)	(6)	(7)	(8)
A. Plots of Land Owners									
1									
2									
3									
4									
5									
6									
7									
8									
9									
		TOTAL - A							
B. Plots of Allotted to Appropriate Authority									
		Examples							
		GARDEN					R-1		
		HOUSING FOR SOCIALLY AND ECONOMICALLY WEAKER SECTION					R-2		
		PLAY GROUND					R-3		
		SCHOOL					R-4		
		DISPENSARY					R-5		
		COMMUNITY CENTER					R-6		
		DISTRICT CENTER					R-7		
		FIRE BRIGADE					R-8		
		LIBRARY					R-9		
		OPEN SPACE AND RECREATION					R-10		
		TOTAL - B							
		GRAND TOTAL= TOTAL A + B							

FORM-B Finance of Town Planning Scheme No.....

See Rule -14(5) and 19(2)

The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025

DRAFT TOWN PLANNING SCHEME NO:-		
FINANCE OF TOWN PLANNING SCHEME OF		
SR. No.	PARTICULARS	AMOUNT (Rs.)
1	EXPENSES towards the plots allotted to Appropriate Authority and infrastructure	
2	OTHER EXPENSES	
3	EXPENSES SHOWN IN REDISTRIBUTION & VALUATION STATEMENT	
	(TOTAL OF COLUMN 11, FORM A)	
4	COST OF PUBLICATION U/S	
5	COMPENSATION for Structures	
6	LEGAL EXPENSES	
7	COMPENSATION for Plots	
	COST OF DEMARCATION, SALARIES OF TOWN PLANNING OFFICER & APPROPRIATE AUTHORITY & THEIR STAFF & OTHER EXPENSES	
	Total (A)	
1	TOTAL OF INCREMENTS (COLUMN 12 OF FORM 'A)	
2	PROPORTION OF INCREMENTS TO BE CONTRIBUTED BY EACH HOLDER	
	SEC. AT 50% (B)	
	NET COST OF SCHEME TO APPROPRIATE AUTHORITY (A) - (B)	

Note:- The sign (-) before an item of expenses indicates that the amount is payable to the appropriate authority.

Particulars should be inserted showing how net cost of the Scheme to the appropriate authority is proposed to be met.

2

FORM-C – Notice by TPO after taking charge

(The Form – C is the notice issued by the Town Planning Officer as soon as he enters upon and takes charge of the Town Planning Scheme. He by an advertisement in the Newspaper mentioning his jurisdiction)

The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025

(See Rule: 21)

Draft Town Planning Scheme No.....

I, the undersigned, Shri.....Town Planning Officer, Town planning Scheme no..... hereby inform all the interested and the concerned persons that I have been appointed as the Town Planning Officer for the above Scheme. As required by the **Uttarakhand Town Planning Scheme (Implementation), Rules, 2025**, I hereby give notice that I have taken charge as Town Planning officer on, The above scheme is bounded:

on North by....., on South by.....,

on West by..... and on East by.....;

As required by the rules made under The Uttarakhand Urban And Country Planning And Development Act 1973, I hereby inform all those interested or affected by any of the matters included in the above Town Planning scheme that they should communicate their objections in writing with requisite evidence and documents before me within thirty (30) days of the publication of this notification in the Government Gazette. Any person who is injuriously affected by the above Town Planning scheme is entitled to claim the damages in accordance with the provisions of **The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025**, and he should communicate the details of his claim to the undersigned Town Planning Officer within three months of the publication of this notification with requisite documents and evidence.

A copy of the Draft Town Planning Scheme No.....approved by the Government is kept open in the office of the Town Planning Officer during office hours on alldays except holidays with all the required documents, statements, plans forms and all the persons having interest in the lands and any person affected by the proposals of the Town Planning Scheme are requested to inspect the scheme in the above office where arrangements for explaining the scheme proposals have been made.

Date:-

Office of the Town Planning Officer.

TOWN PLANNING OFFICER

TOWN PLANNING SCHEME



FORM-D Appropriate Authority notice to Owner

(The Form- D is the notice issued by The Town Planning Officer to every individual landowner along with the sketch of the Physical Town Planning Scheme approved and asks for eviction of the land part other than the Final Plot allotted to him.)

The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025

[See Rule: 25(2)]

*Here specify the name of the person contravening any of the provisions

To,

Shri/Smt./Kumari.*

Residing atRoom No.....taluka.....district.....

WHEREAS I, the undersigned have reason to believe,-

****Here specify the definite act which contravenes the scheme or which does not comply with the provisions of the Scheme.**

- (i) that the building or work situated in the area included in the scheme No.....
contravenes the scheme in the following respects:-

(a)**

(b)

(c)

etc.

- (ii) that in the erection of the building and carrying out of the work the following provisions of the scheme have not been complied with

(a)

(b)

(c)

etc.

OR

- (b) Whereas it appears to the undersigned that delay in execution of the following work which it is your duty to execute under the scheme is likely to prejudice the efficient operation of the scheme :

(describe the work).

(i)

(ii)

AND WHEREAS in exercise of the powers conferred under The Uttarakhand Urban and Country Planning And Development Act 1973 it is proposed to issue an order.

* here specify the action proposed to be taken.

- (i) to remove *pull down, alter the building or other work as the same contravenes the scheme or in the erection or carrying out the work the provisions of the scheme have not been complied with;
- (ii) to execute the work which it is your duty to execute under the scheme but the delay in its execution by you is likely to prejudice the efficient operation of the scheme.

NOW THEREFORE in pursuance of the provisions contained in sub-section (1) of section of the Act you are hereby called upon to show cause in writing within thirty (30) days from the date of serving of notice as to why the proposed order of

- (i) removing etc., should be made; or
- (ii) Why the work should not be executed by the undersigned.

You are hereby further informed that if you fail to remove, pull down, etc., the work or if you fail to execute any work which it is your duty to executed under the scheme or if you fail to show cause against the proposed action the development authority shall remove, pull down, or alter the building or other work or shall execute any work where delay in the execution of work would prejudice the efficient operation of the scheme.

Any expenses incurred by the appropriate authority shall be a sum due to appropriate authority and shall be recovered from you.

SCHEME

(Description of work)

Signature of the Authorized Officer, Appropriate Authority.



FORM-E - Certificate of Ownership, Tenure and Title

(The Form- E is the notice issued by the appropriate authority to every individual landowner along with the reappropriation done with respect to Original Plot and Final Plot mentioning the area finalized.)

The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025.

[See Rule: 24(3)]

Town Planning Scheme No.

(Approved under Notification... Department
No.....Dated.....and published dated...)

Final Plot No. Area..... (Ha) or (Sq. Mt.)

Name of Reputed owner

Present occupant holding the O.P. area (Ha) or(Sqmt) at TP Scheme area(name of the area),
since date.....M..... on(type of ownership - single owner/joint
owner/leaseholder/mortgagee/ POA holder etc.)

Sketch of Final Plot No.

(here enter the sketch on scale)

Ownership/ Tenure: Ownership/ Tenure with reference to Original Plot if shown in column No. 3 of **Form A** of the Financial scheme (If there are different tenures for different portions of the whole plot these shall be shown separately on the plan being divided by a thick chain line).

Title : (Here describe the nature of owner's title as decided by the Town Planning Officer or Special Officer appointed under Section of the said Act.)

Rights : (If the owner of the plot has any special rights transferred to his final plot from the original plot or any new rights given to him under the scheme these may be entered here).

Disabilities : (Rights of any other owner or person over this plot such as mortgage or easement etc. may be entered here).

Note : (1) The above plot shall be held subject to all restrictions and regulations specified in the above Town Planning scheme as finally approved and published by Government under Notification of Department No..... Dated.....and as regards assessment subject to provision of the prevailing Land Revenue laws, and as amended from time to time and of the Rules and orders from time to time issued thereunder.

(2) No buildings or excavations or any other alterations shall be carried out in the above plot except with the special written permission of the Appropriate Authority in accordance with the provision of the said scheme and on payment of development charge that may be assessed under the Act.

(3) Any other Special regulation in respect of the above plot.

This Certificate is granted under Rule of the rules under the Uttarakhand urban and country planning and development act, 1973, as a prima facie proof of the tenure, and title of the owner above named and shall be valid unless declared otherwise by a decree from a Civil Court with the period of limitation from the date hereof, by and under the hand of the seal of the State Authority, this.....day of.....Two thousand TwentyA.D.

Appropriate Authority

FORM-A-2

Proposals/Consent for Town Planning Scheme
The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025

[See rule – 8(1)]

I/We, herewith submitting my/our Proposals/Irrevocable Consent under the Uttarakhand Town Planning Scheme (Implementation), Rules, 2025, for:..... Town Planning Scheme

SCHEDULE 1. Proposed land under Town Planning scheme

District: Tehsil Village

Sr. No.	Khasra no.	Names of owner(s) as per Revenue record	Area as per Revenue Record		Details of Rights (Transferable / Non-Transferable)	Contact details:			Remarks
			(Acres)	(sq.mt.)		Phone Number	Address	Email id	

I have undergone the Town Planning Scheme Rules and assure to abide with the same. I also understand the Consent given is irrevocable, once submitted to the Appropriate Authority.

Place:

Signature:

1
2
3

Date:

Encl:

- a. Khatuani
- b. Sale deed, if available,
- c. Declaration regarding Land Dispute
- d. Legally registered POA, if required
- e. Development cum Irrevocable Agreement (Form- A-3)

FORM – A-3

Development Agreement Cum Irrevocable General Power of Attorney and Transfer deed
The Uttarakhand Town Planning Scheme (Implementation), Rules, 2025

[See Rule – 12(3), 26(1)]

Reference:.....

This Deed of Development Agreement-Cum-irrevocable General Power of Attorney is made and executed on this
..... Day of at, by and between

Sri.S/o. Sriaged aboutyears, Occupation:
R/o.(Hereinafter called as "Party No. 1 ")

AND

.....[Name of Appropriate Authority], a statutory body constituted under the provisions of
.....[Name of relevant Act], having office at, which expression shall, unless
repugnant to the context or meaning thereof, always mean and include the said appropriate authority, acting through its
.....[name of the concerned officer] 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 appropriate authority / Party No. 2 has declared the Town Planning Scheme which includes (.....)
Districts, (.....) Tehsil and (—) Villages and (.....) Urban Area 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 Town Planning Scheme in
its region.

Whereasis the owner / original Occupier and possessor of land
admeasuring. in Survey/ Khata/ Khasra No. situated at Village,..... Tehsil 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..... dtthat 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 Declaration of Intention under Rule of the **Uttarakhand Town Planning Scheme
(Implementation), Rules, 2025** in Notification No. Dt. published in News Papers
on and whereas the Party No. 1 and the interested party and the Authority agreed for the handing over
and taking over of the measuring an extent of in Khata/ Khasra No.in Village,..... Tehsil
..... Districtand in lieu of contribution of the land by the owner to the appropriate
authority, the landowner is agreed for his / her share of re-allotment of re-constituted plot/s for an extent of

Whereas, Tahsildar, and Revenue Divisional Officer Issued ownership certificate and Title Deed No.with Khata/ Khasra No. in favour of Owner in respect of the above land.

Whereas, owners after pursuing the rules for the Town Planning Scheme, decided to give land admeasuring in Khata/ Khasra No of Village,....., Tehsil District....., more particularly described in the Schedule-A annexed hereto and hereinafter called the Schedule-A Property for the development under Town Planning 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 appropriate 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 the Town Planning Scheme area.
- (iii) That the Party No. 1 further agree that he/she/they will not claim for payment of any compensation, other than the prescribed, if any in the Town Planning Scheme 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 appropriate authority/Party No. 2.
- (iv) 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.
- (v) If any Government dues / shares / premium from these 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 adjusted from the share of the Party No. 1.
- (vi) The Party No. 1 hereby grant the irrevocable and unrestricted rights to the Party No. 2 to develop the Schedule 'A' Property under Town Planning Scheme purpose, subject to the other terms of this Agreement and accordingly, delivered the possession of the Schedule 'A' Property to the Party No. 2. The Party No. 1 hereby grant license to the Party No. 2 and authorize and empower it to enter into and develop the Schedule 'A' Property.
- (vii) It is agreed that the Party No. 1 shall handover all original documents of title pertaining to the Schedule 'A' Property, including the receipts for utilities, property tax receipts, etc., to the Party No. 2 simultaneously on the execution of this Development Agreement Cum Irrevocable General Power Of Attorney and Transfer deed 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.
- (viii) The Party No. 1 hereby declare and assure the Party No. 2 that there are no encumbrances, prior agreements, joint family interests, leases / licenses, charges or attachments over the Schedule- 'A' Property as on date and that they have not incurred or knowingly suffered any liability or obligation in respect thereof and that there are no other person(s) having any interest in the Schedule 'A' Property, except the Party No. 1 herein and further covenant to indemnify the Party No. 2 and to keep indemnified the Party No. 2 from all losses that may be caused due to any defect in the title of the Party No. 1 or otherwise. If there are any third party claims, the Party No. 1 shall alone be liable to settle the same on their own cost and if they fail to settle the same within reasonable time, the Party No. 2 shall be entitled, without being bound, to settle such claims on such terms as the Party No. 2 may deem proper and expedient and at the cost of the Party No. 1, which shall be binding on the Party No. 1 . The Party No. 1 alone shall be liable

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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.

- (ix) 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, if 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.
- (x) That Party No. 1 hereby permits Party No. 2 to undertake the total station survey within its lands/plots/premises, preparing the Town Planning Scheme and undertaking the reconstitution of the land comprised in the aforesaid Survey Nos. belonging to him/her/ their as per the approved Town Planning Scheme of Party No. 2. The Party No. 1 shall not create any objections or hindrance.
- (xi) The Party No. 1 will hand over the land as per the Town Planning Scheme to the Party No. 2 to earmark the land for various purposes under Town Planning Schemed of Party No. 2.
- (xii) That if the Party No. 1 sells the land in his/her/their possession upon after signing this Agreement then the conditions of this Agreement will be applicable on the new landowners.
- (xiii) 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.
- (xiv) The Party No. 2 shall develop Schedule 'A' property as Town Planning 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 Plot".
- (xv) The cost of Town Planning 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, 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 Rainwater Harvesting, etc. These may change subject to requirements on ground.
- (xvi) The Final Town Planning Scheme shall be deemed to be final for development permission and all building permissions shall be scrutinized accordingly.
- (xvii) 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 Town Planning Scheme.
- (xviii) The locations of the "Reconstituted Plot" will be preferably retained within the Original Plot or 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".
- (xix) 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.
- (xx) 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.
- (xxi) That after completion of the development of Town Planning Scheme area in all respects, the Party No. 2 shall inform and deliver possession of the "Reconstituted Plots – Final 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.



- (xxii) After handing over of the "Reconstituted Plot- Final Plots", 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.
- (xxiii) 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.
- (xxiv) That all the matter difference questions, disputes arising out of present Agreement shall be referred adjudicated upon by the Head of the appropriate authority/ Party No. 2. Interpretation of the Clauses of this agreement, the Town Planning Schemed process and the Policy document by the Vice Chairman of the Appropriate Authority/ Party No. 2 shall be final and binding upon Party No. 1.
- (xxv) That if due to any unforeseen reason the said Town Planning Scheme is not extended then the decision taken by the Head of the appropriate authority/ Party No. 2 in this regard shall prevail.
- (xxvi) The Courts at shall have exclusive jurisdiction on any disputes arising out or in relation to this Development Agreement subject to Arbitration clause contained herein.
- (xxvii) That Party No. 2 reserves the right to cancel this agreement at any point of time without giving any reason thereof.
- (xxviii) 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.
- (xxix) The Party No. 1 and the Party No. 2 shall enter into Supplementary Agreement for earmarking their respective shares after final approval of Town Planning Scheme and register the same.
- (xxx) The extent 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 approve of Town Planning Scheme, the Party No. 1 and Party No. 2 shall enter into Supplementary Agreement for allotment of Reconstituted plots. The Appropriate Authority shall allot the Reconstituted Plots to the Party No. 1.
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SCHEDULE – A

All that the land admeasuring Sq Mtrs in Khata/ Khasra No..... No..... of Village,..... Tehsil District and bounded by:

NORTH:

SOUTH:

EAST:

WEST .

SCHEDULE-B

Plot No. admeasuring Sq.mt. situated in Khata/ Khasra No. in Village Tehsil District bounded and abutted 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,
.....Appropriate 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 thisday of20.. at,
by and between:

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

AND

.....[Name of Appropriate Authority], a statutory body constituted under the provisions of
..... (name of relevant act), which expression shall, unless repugnant to the context or meaning thereof,
always mean and include the Appropriate Authority, acting through its..... [name of the concerned officer]
(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
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 admeasuringSq.mt. in Khata/ Khasrsa No... .. situated at village,
detailed in Schedule 'A' of the Principal Agreement under Town Planning Scheme.

Whereas, the Party No.2 has developed the Land of Party No. 1 underTown Planning Schemed duly following
the guidelines under Town Planning 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 SUPPLEMENTARY AGREEMENT WITNESSTH 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 Sq.mt. situated in Khata/ Khasra No. in Village
..... District bounded and abutted as under: -

North
South
East
West

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

Plot No. admeasuring Sq.mts. situated in Khata/ Khasra No... in Village
..... District bounded and abutted 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.



Annexures explaining details for each form mentioned in the section of Forms

Annexure- A Details about the Redistribution and Valuation Statement

Form – A describes the details of:

1. **Case No.** – Unique id specifically for the T.P.Scheme
2. **Owner's Name** – As per Revenue record
3. **Ownership/Tenure** – as per Revenue records - old/new/restricted...
 - a. **Block No/Khasra No.** – As per revenue records
4. **Original Plot no** – as a part of amalgamating or subdividing the khasra number for a specific owner, the original plot carved and numbered in T P Scheme
5. **O.P. Area** – Area of the carved Original plot as above
6. **Rate (Rs./Sq.mt.)**
 - a. **Without reference to value of structures (in Rs. P.):** Original Plot value shall be calculated based on (a) the latest prevailing circle Rates as on the date of declaration of Intention. Average maximum rate per Sq. Meters shall be considered for OP Valuation. (b) Using Sale deeds: The OP values shall also be calculated based on collection of sale deeds of last five years from the date of declaration of Intention for T P Scheme area and surrounding fringe area of one km depth. A set of factors shall be considered before applying the rate calculated from recent sale deeds to an OP in order to derive a justifiable OP value. The list of some key factors include 1. Location: a. Proximity to developed area b. Proximity to Natural Feature c. Proximity to Man-made Features 2. Access (1 or more) 3. Frontage 4. Shape (regular/irregular shape) 5. Size/Area (large/small) 6. Zoning (based on development potential) 7. Level of plot with reference to the road. In case where the circle rate and/or the sale deeds are older than the declaration of Intention they shall be applied with an interest rate determined based on the Inflation Index in order to derive its value at the date of Declaration of Intention.
 - b. **Inclusive of structures** - Value of an original plot with structure shall be calculated by adding value of the structure on the value of the plot. The value of the structure shall be calculated as per the prevailing schedule of rates (SOR) of R&B. OP value inclusive of structure = Original Plot value of open area + value of structure.
7. **F.P. NO.-** The unique Final Plot no. given to the Reconstituted plot after deduction of the land from Original Plot.
8. **F.P. AREA** – Area of the Final plot carved as above, Final plot carved requires a skill, for which the points of considerations are: After laying of road networks, and identifying plots for amenities, infrastructure, garden and open spaces, EWS housing and for sale plot, in the T P scheme layout; original plots are reconstituted to form final plots. This process allows laying of final plots while removing the irregularity in plot shapes and providing efficient plot proportions. During reconstitution of the plots following principles should be considered: (A) **Considerations for Reconstitution of Unbuilt/Open Plots:** For Reconstitution of plots following points may be considered. (i) it is preferable to locate final plots on the same original plots or nearest to the location of their original plots; as this shall increase the acceptance of the layout. In case of relocating the original plot, it should be taken care that the semi-final value of the plot is not too low from the value of the original plot, (ii) the Final Plot should remain buildable, (iii) to locate FP at a location with the same Potential areas as that of the OP, (iv) the Final Plot may be (preferably) located on the road of the same or



similar width as the Original Plot.(v)The Final Plot should be located in the same Master Plane Zone as that of the Original Plot In case where the original plot falls on two different zones, the owner can be given two proportionate FPs in respective zones. If either of such FPs become non-buildable, a combined FP can be given in the zone with higher FSI (vi)The FP should be given in the same revenue village, town or city as that of the OP (vii)No Land Deduction/Contribution should be made in notified Gauchar land, water bodies and forest lands (viii)All government plots should be subjected to the same standard Land Deduction/contribution as the other plots,(ix)In cases where the OPs fall under proposed amenities, EWS housing, gardens, open spaces etc, the FP may be located to a nearby location.**(B) In case where the OP is completely built up** at the time of Declaration of Intention of the T P Scheme and the deduction/ contribution of land is not possible from the plot, the deduction/contribution should be taken when the plot comes for redevelopment. (i)In case where the land receivable by the authority after such standard deduction/contribution is smaller than the minimum building unit area specified for the zone under the bye laws, the authority should not impose any deduction/contribution but should recover betterment charges equivalent to the value of the deductible land.(ii) The plot reconstitution should be done in such a way that it preserves the existing nalas and water bodies (iii) No FP should preferably be allotted under a high tension line or over the underground pipelines of natural gas, however, in case where the OP is directly affected by any underground/ pipelines, Final plot should be skillfully carved out in a such a way that the permissible built up is available.(iv)The status of revenue records on all OP's should be applicable on the reconstituted FPs. However, all newly carved out FPs such as Plots for sale, Plots for amenities, etc can be considered without any encumbrances and without any burdens.

9. Undeveloped (FP)

- a. Without reference to value of structures(in Rs. P.) : S.F VALUE(Rs./Sq.mt.) The semi-final plot value is the value of the final plot in undeveloped condition (without considering provision of infrastructure). The SF Value is calculated in column 9(a) and 9(b) of the Form-A. The Semi-Final rate shall: (i) Remain equal to Original Plot value unless the plot is shifted to other location. (ii) may vary: If the plot is shifted, then the semi-final value of that plot shall be based on the original plot rates of that shifted location. Based on size of Final Plot comparing with the size of the Original Plot.
- b. Inclusive of structures: The S.F. Value referred above + cost of structure.

10. Developed (FP)

- a. **Without reference to value of structures(in Rs. P.)** The F P Value shall be based on the estimated total cost of the T P scheme in fully developed condition with all physical and social infrastructures as on the date of declaration of Intention. The FP Value is calculated in column 10 (a) & 10 (b) of the Form-A. The methods for calculating Final Plot value: (i) Using Circle rate rates: Calculation of FP base rates should be based on Circle rates of land around as per the calculations: $FP\ Rate = OP\ rate + \frac{\text{Total expenditure of T P Scheme as per form B}}{\text{Total available developable plots including 'for Sale Plots'}}$, Final Plot Value per Sq.m. = $OP\ Rate + X$ ($X = \frac{\text{Total Cost of the T P scheme (Total area of all final plots in T P Scheme)}}{\text{Total area of all final plots in T P Scheme}}$), (ii) Using Sale deeds: Identify OP Rate of the same location where FP is allocated, Apply factors as identified in OP valuation method
- b. Inclusive of structures: The F.P. Value referred above + cost of structure.

11. Contribution (+)/compensation (-) (Column 9(b) minus column 6(b)): This is mathematical calculation for deriving out of the difference between the FP value and OP Value Compensation to be paid to the owners for deducted land = Total OP value- Total Sf value.

12. Increment: (column 10(a) minus column 9(a)): difference between Developed FP value and undeveloped

value, without the cost of structures. Total Incremental contribution to be realized from the owner of the FP plot is the total incremental contribution (Column 12 of Form 'F'). [Refer table 08] = Total FP value- Total SF value.

13. **Contribution 50% of column 12** : Incremental contribution to the extent of 50% to be taken from the land owners. (50% increment calculated above)
14. **Addition to (+) or deduction from (-)** contribution to be made under other sections: Any other incidental charges are levy or payable to owner
15. **Net demand from (+) or by owner** being the addition of columns 11,13,14: Net Incremental contribution (betterment charge) to be realized from the owners
16. **Remarks**



Annexure- B Details Finance of Town Planning Scheme

Form 'B' is a balance sheet of T P Scheme. It shows the expenses that are made to implement the scheme in terms of laying of infrastructure, paying compensation to the owners, cost of publication, cost of demarcation, salaries to the officials in the authority etc. Through T P scheme, the authority shall charge 50% of the incremental contribution from all the owners. Form 'B' shows the net cost of the scheme by deducting the cost of total contribution (b) from the Total expense (a). This includes:

- Cost of the physical infrastructure and social infrastructure as per the provisions under the Act:
 - Development of infrastructure like such as roads and bridges including all elements above and below ground such as pavements, street lights, street furniture, landscaping, signage etc.
 - Provision of infrastructure networks such as water, sewage, storm water, gas, electrical and telecom services, and construction of utility ducts for carrying such services.
 - Structures for management of solid waste.
 - Development of green open spaces, plazas etc.
 - Development, conservation and/or protection of lakes, nalas and other such natural water bodies, and construction of culverts and small bridges over nalas and water streams.
- Contribution (+), Compensation (-) shall be calculated. (Column 9b-6b of A-form)
- Cost of the publication of declaration of Intention to prepare T P Schemes, Publication of draft T P Schemes, publication of enter upon TPO and all other related cost of publications under the Act & Rules till the final T P Scheme shall be calculated.
- Compensation, legal expenses under the Act shall be calculated.
- Cost of survey and demarcation of T P Scheme proposals, salaries staffs of TPO office, Board of Appeals and other expenses under the Act should also be included.



Appendix – A

15. Carving and Reappropriation of Original Plots for the draft Town Planning Scheme

The Appropriate Authority shall carve the original Plots for the Draft Town Planning Scheme, based on the Ownership of the land within the scheme as per Khatauni/land records. as:

- (1) the Appropriate Authority shall assess the information of the plots with respect to Khasra number and the Owner name.
- (2) While determining the original plot, the concerned authority shall try to consider the ownership of various Khasra numbers with same owner and after consulting such landowners, and may decide to allot one or more original plots to the landowners -depending upon the lands owned as per the revenue records and sale deeds
- (3) After going through the objections/suggestions received from the owners, the concerned authority shall determine one or many original plots as per the requirements, by amalgamation of Khasra numbers,
- (4) Similarly, if there are Sub-divisions in the Khasra number for which the Owner represents along with appropriate documents then the concerned authority shall determine the original plots as per the Sub-divisions approved.



Appendix – B

16. Contents of Draft Town Planning Scheme

1. The Draft Town Planning Scheme may provide provisions for some or all of the following matters, as the appropriate authority deems fit, namely:
 - (a) the laying out or relaying out of land, either vacant or already built upon;
 - (b) layout of new streets or roads, construction, diversion, extension, alteration improvement and closing up of streets and roads, and communications;
 - (c) the construction, alteration and removal of buildings, bridges and other structures;
 - (d) the allotment or earmarking of land for roads, open spaces, gardens, recreation grounds, schools, markets, green-belts, dairies, transport facilities, liquid and solid waste management and public purposes of all kinds, to be vested with the concerned Authority;
 - (e) Providing infrastructure like: Water-supply, drainage, inclusive of sewerage, surface or sub-soil drainage and sewage disposal, Lighting, etc.;
 - (f) the preservation and protection of objects of historical or national interest natural beauty, and of buildings actually used for religious purposes;
 - (g) the earmarking of land to the extent of fifteen per cent (15%) of total scheme area, or such other percentage which the State Government may determine from time to time by an order, or such percentage as near thereto as possible of the total area covered under the scheme, for the purpose of providing housing accommodation to the members of socially and economically backward classes of people and of such other class of people as may be determined by the State Government;
 - (h) The allocation of land for appropriate authority for the purpose namely, -
 - (i) Road, parks, playgrounds, garden and open spaces and social infrastructure such as schools, dispensary, fire brigade, community facilities, amenities and public utility.
 - (ii) For sale for residential, commercial, industrial development.
 - (iii) The State Government may time to time issue an order, in general or in specific prescribing the extent of percentage of land to be allotted for the purpose specified in sub clauses of this section.
 - (i) The proceeds from the sale of land referred to in sub clause (ii) of clause (h) shall be used for the purpose of providing infrastructure and facilities for the scheme area.
 - (j) provision for controlling and regulating the use and development of land within the development area, including imposition of charges at such rate as may be provided, for grant of Floor Area Ratio (FAR) or height, and also the imposition of conditions and restrictions in regard to the open space to be maintained around buildings, the percentage of building area for a plot, the location, number, size, height, number of storeys and character of buildings and density of built up area allowed in specified area, the purposes to which a building or specified areas of land may or may not be appropriated, the sub-divisions of plots, the discontinuance of objectionable uses of land in any area in any specified periods, parking spaces, and loading and unloading space for any building and the sizes or locations of projections and advertisement signs and hoardings and other matters as may be considered necessary for carrying out the objects of the Act;
 - (k) such other matters not inconsistent with the provisions in any other law pertaining to natural disaster or hazard prone areas;
 - (l) such other matters not inconsistent with the objects of the Act, as may be decided by the State Government from time to time
- (2) The colour code for the drafting of the Draft Town Planning Scheme shall be as per **Appendix E**.

Appendix – C

17. Preparation of the draft Town Planning scheme

1. The concerned Authority shall prepare the proposals for a draft Town Planning scheme for the area in respect of which the said declaration has been made, the concerned Authority shall call for Public meeting or meetings of the owners of the lands included in a town planning scheme by a public notice as well as by individual notice to every owner whose address is known to the concerned authority and explain in such meeting the tentative proposals of the draft Town Planning Scheme for eliciting public opinion and suggestions on the proposed draft Town Planning Scheme. Such meeting shall be ideally by four (04) months of the declaration of intention of the Draft Town Planning Scheme, however, the concerned Authority, may decide the duration and time for such public meeting. The concerned authority may take into consideration all such suggestions, as far as possible made and objections raised on the proposals for preparing the draft scheme.
2. The preparation of the Town Planning Scheme shall include the Carving of Original Plots, Final Plots and public amenity plots. The Reconstitution of the Final plots shall be as below:
 - a) The concerned Authority shall determine the extent of the reconstituted Final plot for each landowner/ individual, in lieu of the Original Plot by them for the Town Planning Scheme.
 - b) The concerned Authority shall define the hierarchy of the roads and initiate reconstitution of Final plots.
 - c) The reconstitution of Final Plot shall be done as follows.
 - (i) The Final Plot shall be carved by reconstituting the original lands by alteration of its boundaries and by the transfer of any adjoining lands if necessary.
 - (ii) The Final Plot shall be carved in a way that it has a legitimate access from a public road in the Town Planning Scheme
 - (iii) The size and shape of every reconstituted Final Plot shall be determined, so far as may be, to render it suitable for development and complying with the provisions of the scheme
 - (iv) In the event where the Original Plot size is such that the buildable Final Plot cannot be carved out of the Original Plot then the same shall be compensated appropriately as per calculations made in the Form-B
 - (v) Two or more participating landowners/ individuals may request for joint allotment of reconstituted Plot as a common reconstituted Final plot, then the same shall be considered. Same way, if the Landowners requests for subdividing their Final Plots by producing the official sub-division of their holding, then the proportionate separate Final Plot shall be allotted, subject to other provisions of the Act.



Appendix – D

18. Finalization of the Plots for the allotment to the Appropriate Authority in the proposed Draft Town Planning Scheme

The draft Town Planning Scheme shall include the plots determined for the concerned Authority for various public purposes. The plots allotted to State Authority and/or Local Development Authority shall include:

1. to the extent of Fifteen per cent (15%), or such percentage as near thereto as possible of the total area covered under the scheme, for the purpose of providing housing accommodation to the members of socially and economically backward classes of people and of such other class of people as may be determined by the State Government.
2. allotment of land to the concerned authority from the total area covered under the Town Planning scheme, to the extent of -
 - (i) fifteen per cent (15%) for roads,
 - (ii) five per cent (5%) for parks, playgrounds, gardens and Open space,
 - (iii) five per cent (5%) for social infrastructure such as school, dispensary, fire brigade, public utility place as earmarked in the Draft Town Planning Scheme and also for industrial development, and any such uses that may be decided by the government from time to time,
 - (iv) ten per cent (10%) for sale by appropriate authority for residential, commercial or industrial use depending upon the nature of development.
3. Land allocated to the Appropriate Authority shall be disposed by the Appropriate Authority for the purpose of allocation only. Provided that the percentage of the allotment of land specified in the points 2. (i) to (iii) above may be altered depending upon the nature of development and for the reasons to be recorded in writing.



Appendix – E

Use of distinguishing colours in Town Planning Scheme

The distinguishing colors to be used in the Town Planning Scheme shall be as under:

Sr. No.	Land use	Graphic symbol color
1.	Vacant Land	White
2.	Residential use	Yellow.
3.	Commercial use	Blue.
4.	Industrial use	Violet.
5.	Agricultural use	Bluish Green.
6.	Recreational use	Green.
7.	Public purpose	Red.
8.	Transport and communications	Grey.
9.	Public utilities	Brown.
10.	Reservation of land	White with Orange Verge.
11.	Water body	Light Blue.
12.	Khasra boundary and Number	Blue line and text
13.	Original Plot Boundary and Number	Green line and text
14.	Final Plot Boundary and Number	Red line and text
15.	Town Planning Scheme /Land Pooling Scheme Boundary	Thick Dash-dot line- Pink

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(R. Meenakshi Sundaram)
Principal Secretary