

**MORTGAGE**

THIS MORTGAGE is made and executed on this the \_\_\_\_\_ of, \_\_\_\_\_, at S.R.O. \_\_\_\_\_, \_\_\_\_\_ District, by and between:-

\_\_\_\_\_ S/o \_\_\_\_\_, aged about \_\_\_\_\_ years, Occupation: \_\_\_\_\_

\_\_\_\_\_  
Hereinafter called the "FIRST PARTY"

IN FAVOUR OF

**METROPOLITAN COMMISSIONER, HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY. TARNAKA, HYDERABAD.**

THE "FIRST AND SECOND PARTY" which expression shall mean and include all their heirs, executors, administrators etc.

Whereas as the First Party herein is the sole and absolute owner and peaceful possessor of the Plot Nos. \_\_\_\_\_, Sector-I, in Block "G", in Survey No.78, total admeasuring \_\_\_\_\_ Sq.Yards or equivalent to \_\_\_\_\_ Sq. Meters., situated at " \_\_\_\_\_", \_\_\_\_\_ VILLAGE & G.P., \_\_\_\_\_ Mandal, \_\_\_\_\_ District, having purchased the same through a Vide Registered Sale Deed Document No. \_\_\_\_\_, Registered at S.R.O. \_\_\_\_\_, \_\_\_\_\_ District.

I am the Owner of the Plot Nos. \_\_\_\_\_, \_\_\_\_\_, in Survey No. \_\_\_\_\_, total admeasuring \_\_\_\_\_ Sq.Yards or equivalent to \_\_\_\_\_ Sq.mts., situated at \_\_\_\_\_ VILLAGE & G.P., \_\_\_\_\_ Mandal, \_\_\_\_\_ District, and I have got the construction building permission construction of \_\_\_\_\_ and whereas the Hyderabad Metropolitan Development Authority has provisionally approved the sanctioned plan vide permission No. \_\_\_\_\_, Dt; 02/04/2015, in respect of the above said property, and whereas required under Hyderabad revised building rules issued vide G.O.Ms.No.86 MA dt:03-03-2006, G.O.Ms.No.171 MA dt:19-04-2006 & G.O.Ms.No.623 MA dt:01-12-2006, G.O.Ms.No.168 MA dt:07-04-2012.

I execute and submit an undertaking affidavit in favour of the HMDA, Commissioner; Hyderabad Metropolitan Development Authority authorizing him to initiate appropriate action as per the said G.O., and I am agreeing to abide by the terms and conditions of the said G.O.,

I do hereby execute the present undertaking / affidavit in compliance of the said G.O.Ms.No.86 MA dt:03-03-2006, G.O.Ms.No.171 MA dt:19-04-2006 & G.O.Ms.No.623 MA dt:01-12-2006.

AND WHEREAS, I hereby authorize the Metropolitan Commissioner Hyderabad Metropolitan Development Authority to enforce the terms and conditions of G.O.Ms.No.86 MA dt:03-03-2006, G.O.Ms.No.171 MA dt:19-04-2006 & G.O.Ms.No.623 MA dt:01-12-2006, G.O.Ms.No.168 MA dt:07-04-2012 in case of violation of the terms and conditions of the sanctioned plan granted/permited

AND WHEREAS, in compliance of the G.O.Ms.No.86 MA dt:03-03- 2006, G.O.Ms.No.171 MA dt:19-04-2006 & G.O.Ms.No.623 MA dt:01- 12-2006, G.O.Ms.No.168 MA dt:07-04-2012, we do hereby hand over the 10% proposed First floor (as per Schedule given below) to the Metropolitan Commissioner Hyderabad Metropolitan Development Authority by way of this undertaking in case we violate the terms and conditions of the sanctioned plan we hereby authorize the Metropolitan Commissioner, Hyderabad Metropolitan Development Authority to dispose of the 10% of the total built up area i.e., \_\_\_\_\_ Sq.mts in First Floor as the case may be by way of sale after duly removing the violated deviated portions and if any such action is initiated by the Metropolitan Commissioner, Hyderabad Metropolitan Development authority for the violations committed by me. I/We have no objection of whatsoever nature.

That the Value of the Simple Mortgage area i.e \_\_\_\_\_ Square meters or \_\_\_\_\_ Square feet at rate of Rs \_\_\_\_\_ per Square feet = Rs \_\_\_\_\_

**SCHEDULE OF THE PROPERTY-A**

All that the property bearing premises \_\_\_\_\_ situated at \_\_\_\_\_ **VILLAGE & G.P.**, \_\_\_\_\_ Mandal, \_\_\_\_\_ District, Telangana State, admeasuring 10% mortgage **area** \_\_\_\_\_ Sq.mts, or \_\_\_\_\_ Sq.Yards., (First Floor as per HMDA Permission) at \_\_\_\_\_ **VILLAGE & Gram Panchayath**, \_\_\_\_\_ Mandal, \_\_\_\_\_ District, Telangana State., bounded as follows:

- NORTH** :
- SOUTH** :
- EAST** :
- WEST** :

And whereas, I, do hereby undertake that as per the sanctioned plan we will leave the prescribed setbacks or open space and the areas left for the Road Widening and in case of failing to comply those conditions I do hereby authorize the Metropolitan Commissioner, Hyderabad Metropolitan Development Authority to remove the same at my cost.

And whereas, in compliance of G.O.Ms.No.86 MA dt:03-03-2006, G.O.Ms.No.171 MA dt:19-04-2006 & G.O.Ms.No.623 MA dt:01-12-2006, G.OrMs.No.168 MA dt:07-04-20 12, I/We have obtained at

comprehensive Building Insurance Policy as stipulated under the said G.O. and in case of failure in obtained said policy the Metropolitan Commissioner, Hyderabad Metropolitan Development Authority is hereby authorize to initiate appropriate action for the violation of said terms and conditions in accordance with G.O.Ms.No.86 MA dt:03-03- 2006, G.O.Ms.No.171 MA dt:19-04-2006 85 G.O.Ms.No.623 MA dt:01- 12-2006, G.O.Ms.No.168 MA dt:07-04-2012.

And whereas, We, do hereby undertake that I shall not deliver the possession of any part of built up area of the proposed building to the constructed by virtue of the provisional sanctioned plan granted by the Metropolitan Commissioner, Hyderabad Metropolitan Development Authority **at** the site by way of sale/ lease unless and until the Occupancy Certificate is granted by the Metropolitan In case of any violation of said condition I do hereby authorize the Metropolitan Commissioner, Hyderabad Metropolitan Development Authority to initiate proceedings for violation of said condition in accordance with the G.O.Ms.No.86 MA dt:03-03-2006, G.O.Ms.No.171 MA dt:19-04- **2006** 83 G.O.Ms.No.623 MA dt:01-12-2006, G.O.Ms.No.168 MA dt:07- **04-2012**.

We do hereby further undertake that we will comply all those terms and conditions imposed by the Metropolitan Commissioner, Hyderabad Metropolitan Development Authority pursuant to the building applications for the proposed sanctioned plan granted to me,

IN WITNESS WHEREOF THE FIRST PARTY herein has executed this MORTGAGE with his free will and violation on my own and without there being any duress or undue influence or coercion on the day, month and year in the following witnesses.

**FIRST PARTY**

**WITNESSES:**

1.

2.