

**AGREEMENT & DEED OF MORTGAGE**

(Under Article 6(A) & 35(b) of Schedule I-A of Indian Stamp Act)

This deed of mortgage executed on this \_\_\_\_ day of \_\_\_\_\_, between:

(hereafter called the Mortgagor which expression shall unless excluded by or is repugnant to the subject or context, include his heirs, executors, administrators and assigns)

**IN FAVOUR OF**

Metropolitan Commissioner, HMDA (hereafter called the MORTGAGE) represented by its authorized signatory \_\_\_\_\_, , aged about \_\_ years, Occ: \_\_\_\_\_, HMDA.

Whereas the Mortgagor is the absolute and sole beneficial owner and is seized, possessed of or otherwise well and sufficiently entitled to the property fully described in the Schedule and for greater clearance delineated on the plan annexed here upto and there on shown with boundaries thereof coloured RED and expressed to be hereby mortgaged.

And whereas the Mortgagor applied for permission under Section 19& 20 of HMDA Act 2008 to make a layout and form a new private street or road and building plots for residential purposes and in the land bearing Sy.Nos. \_\_\_\_\_, Situated at \_\_\_\_\_

And whereas the mortgagee having accepted the same as sanctioned the layout plan in File No. \_\_\_\_\_ subject to the following conditions that the following works as per specifications appended will be completed by the Mortgagor within \_\_\_\_\_ year from the date of release of approved layout.

1. B.T. over water bound Macadam roads and
2. With water drain culverts wherever necessary;
3. Laying of under ground sewers along the roads of the layout and also construction of Septic tank as per ISI standards.
4. Providing water supply lines along with layout roads and also construction of overhead tank wherever necessary;
5. Providing Electrical lines along the layout roads including street lights fresh underground cables;
6. Providing avenue plantations along the layout roads with structural trees to be one pattern for each road and also in the areas earmarked for open space.
7. Open spaces must be developed as a part with ornamental plants, water harvesting structure and a compound wall with ornamental grills.
8. Wherever 100 ft., roads and above exist (proposed as well) a Service road of 9 M and 3 M of Green buffer strip must be given.

9. No apartment permission will be given in a layout for independent residential houses.
10. The area for flats/apartments must be clearly specified and open spaces and other amenities have to be calculated in that pro-rate basis.
11. The mortgagor shall separately convey the area under roads with the amenities mentioned in para supra and the sites reserved for parks and play grounds (open spaces) etc., in the layout area to the Local Authority free of encumbrance at his cost/as per rules.
12. The Mortgagor does also hereby agree to pay the Government Revenue, Municipal Taxes over the said property if any, till the redemption of the property as the same vests automatically in favour of the HMDA.

**NOW THIS DEED OF MORTGAGE WITNESSED AS FOLLOWS:**

- i) In pursuance of the rules relating to as the approval of layout (hereafter referred to as the said rules) the Mortgagor shall always duly observe and perform all the terms and conditions of the said rules and in order to secure the performance of the engagements hereby mortgages the scheduled land to the mortgagee.
- ii) If the Mortgagor compels the works as stated in para supra to the satisfaction of the H.M.D.A. within the agreed period of \_\_\_\_\_ year from the date of release of approved layout, the Mortgagee shall at the cost of Mortgagor be entitled to retransfer of the said plots or land at his expenses to the Mortgagor without any further liability on the same towards the execution of works contemplated in para supra.
- iii) It is hereby expressly agreed and declared that in the event of any failure on the part of the Mortgagor to comply with any of the terms and conditions for the sanction of layout or these shall be any breach by the Mortgagor of the covenants it shall be lawful for the Mortgagee to sell the mortgaged property or any part thereof in any manner as the Mortgagee think fit and mortgagor shall/forfeit the right of redemption as against the mortgagee.
  - I) And it is hereby declared that the mortgagee, shall be free to complete the said works with the amount so realized and the mortgagor, shall not be entitled to question the unfettered right of mortgagee in any court of law.
  - II) If additional amounts for execution of the said works over and above the sale proceeds referred to in the above para it shall be realized from the 'Mortgagor' or the purchaser of individual plots in the said layout area in the same manner as property tax and the other plots not covered by the mortgagee will be under the first charge towards the said excess amount spent by the H.M.D.A.

The terms and conditions of this deed are binding and shall continue to be binding on the mortgagor, his heirs, successors in interest, right as well as title and ownership and none of them shall entitled to question the correctness or the genuineness of the terms and conditions of this deed any where at any time in any court.

**SCHEDULE OF THE PROPERTY**

All the \_\_\_\_\_ of the total area \_\_\_\_\_ sq,yds., or \_\_\_\_\_ sq.mts., in plot Nos. \_\_\_\_\_, of the proposed lay-out in survey nos. \_\_\_\_\_ situated at \_\_\_\_\_ village, \_\_\_\_\_ Mandal \_\_\_\_\_ District, and bounded by:

**PLOT NOS.                    BOUNDARIES: (area                    sq.yds.,)**

NORTH                    :

SOUTH                    :

EAST                     :

WEST                     :

**PLOT NOS.                    BOUNDARIES: (area                    sq.yds.,)**

NORTH                    :

SOUTH                    :

EAST                     :

WEST                     :

In witness where of the said mortgagor hereinto set his hand the day and the year first above written.

**WITNESSES:**

1.

**SIGNATURE OF MORTGAGOR.**

2.