

This deed of mortgage is made at on this day of 2016 between (Full description of the colonizer as defined in the Haryana Development and Regulation of Urban Areas Act, 1975), herein after called "Mortgagors" (which expression shall include his/her/their heirs executors, administrator and assigns) of the one part and the Governor of Haryana acting through the Director General, Town and Country Planning, Haryana, Chandigarh hereinafter called "the Mortgagee" (which expression shall include its successor and assigns) of the other part.

WHEREAS the Mortgagors is the absolute owner of in possession of the properties fully described in the schedule hereunder and WHEREAS the mortgagor has agreed to avail the benefit of External Development Charges/Infrastructure Development Charges Relief Policy memo No. PF-37/2016/7485 dated 12.04.2016 as amended vide memo No. 5/32/2009-2TCP dated 21.07.2016 against the payment of outstanding dues of Rs. (External Development Charges) Rs. (Infrastructure Development Charges) a total sum of Rs. (Rupee) upon securing the repayment thereof together with interest cost and other charges in the manner as hereinafter appearing.

Note: The outstanding External Development Charges/ Infrastructure Development Charges sum of Rs. (Rupee) shall mean the amount of default including applicable interest as well as such installment, which are yet to become due.

NOW THIS DEED OF MORTGAGE WITNESSETH AS FOLLOWS:

(1) That mortgagor has been granted license no.----- to develop Residential/Plotted colony/Commercial colony/Group Housing colony/IT Park over an area measuring..... in sector.....village.....City.....

OR

That mortgagor has been issued LOI to develop Residential/Plotted colony/Commercial colony/Group Housing colony/IT Park over an area measuring..... in sector.....village.....City..... vide memo no..... dated.....

(2) That the above license is valid up to..... Or the terms of conditions of LOI are to be complied with by.....

- (3) That the Mortgagor has applied for relief in payment of External Development Charges/Infrastructure Development Charges policy dated 12.04.2016 and further addendum to the Relief Policy dated 21.07.2016. Mortgagee has considered the request as conveyed vide memo no..... dated.....

OR

That mortgagor has requested to Mortgage the land in lieu of submission of bank guarantee against External Development Charges and Infrastructure Development Charges with reference to his license application dated..... to develop Residential/Plotted colony/Commercial colony/Group Housing colony/IT Park over an area measuring..... in sector.....village.....City.....

- (4) The description of land proposed to be mortgaged is given in land schedule annexed with this Mortgage deed.
- (5) That the mortgagor hereby mortgages the said property by the way of simple mortgage to secure the payment of External Development Charges and Infrastructure Development Charges aforesaid together with interest charges and other expenses due to mortgage deed payable as per terms and conditions contained in the External Development Charges/Infrastructure Development Charges Relief Policy dated 12.04.2016 and further addendum to the Relief Policy dated 21.07.2016 and orders dated.....

Or

In compliance of the condition no..... of the LOI referred in para-1 above the mortgagor agrees to mortgage area of the land being so licensed in favour of the Government in lieu of the bank guarantee being submitted as per present policy on account of External Development Charges and Infrastructure Development Charges as shown in red colour on the layout/site plan as per detail given in the land schedule Annexed with this Mortgage deed.

- (6) That the mortgagor shall continue to pay all the rates and taxes accruing due in respect of the said property under any law or rule for the time being in force.
- (7) That the mortgagor covenants that the property is free from all encumbrances and that the Mortgagor is entitled to mortgage the same to the Mortgagee.
- (8) That the mortgagor shall not lease out or part with possession of the property or create any further rights, mortgage on the same in favour of any person without prior consent of the mortgagee in writing.
- (9) For all or any other purposes aforesaid the Mortgagor hereby irrevocably appoints the Mortgagee to be his/its attorney and in the name and on behalf of the Mortgagor to

execute and do all such acts, matters, deeds and things which the Mortgagor ought to do and execute and generally to use the name of the Mortgagor in the exercise of all or any of the powers conferred with the Mortgagee.

- (10) In case of plotted colony, the Mortgagor shall not be allowed to raise construction on the land mortgaged and shall not be allowed to create third party rights on it. However, the Mortgagor shall be allowed to lay the infrastructure services as per the approved layout plan/service plan which are required for integration of the colony.
- (11) In case of Group Housing Colony/Commercial/Cyber park/city, the Mortgagor can get the building plans approved for the entire project/licensed land but shall be allowed to raise construction only on the non mortgaged land and shall be able to consume the maximum FAR only upto the extent equivalent to the FAR (Floor Area Ratio) permissible on the area available with him after excluding the area under mortgaged land. The utilization of balance FAR shall be allowed only when the land is de-mortgaged.
- (12) The Occupation Certificate for Group Housing Colony/Commercial/Cyber park/city either independent licenced colony or part of plotted colony only upto 50% of the permitted FAR shall be considered.
- (13) On the request of the mortgagor, the mortgagee may de-mortgage the proportionate area of the mortgaged land in proportion to the payment of outstanding External Development Charges and Infrastructure Development Charges subject to minimum of 5% of the project land and multiple thereof.
- (14) That on payment of all the dues of the said mortgagee, the mortgagee shall be bound to de-mortgage the said property to the Mortgagor and execute deed of discharge/transfer in favour of the Mortgagor at expenses of the Mortgagor.
- (15) The Mortgagor shall bear the stamp duty/registration charges and the other out of pocket expenses for the execution of this mortgage deed.
- (16) That in case of default/breach of any of the terms and conditions contained in this Deed or in the External Development Charges/Infrastructure Development Charges Relief Policy, the Mortgagee shall be free to enforce against the property described in the schedule hereunder without intervention of Court under section 69 of the Transfer of Property Act after giving notice to the mortgagor to sell the mortgaged property to realize all its dues outstanding in the account and cause the mortgaged property.
- (17) The Mortgagee without intervention of the Court may sell/transfer the said Mortgaged property or any part thereof either together or in parcels and by public auction or by any means which the Mortgagee may deem fit, without being responsible for any loss which

may be occurred thereby and to do and execute all such acts and assurances for effectuating any such sale/transfer as the Mortgagee.

(18) That the Mortgagor indemnifies mortgagee for any repercussion/liabilities in contest of land being mortgaged.

In witness whereof, the Mortgagor and the Mortgagee have set their hands on the day, month and the year herein above first written.

Witnesses:

1. Signature _____
Name _____
Date _____
Address _____

2. Signature _____
Name _____
Date _____
Address _____

Signature _____
Name _____
Date _____
Address _____

(For and on behalf of the
Mortgagor)

SCHEDULE

(Description of the property hereby mortgaged)

The land bearing Khasra No. _____
_____ (total land area measuring
_____ acres) situated in the revenue estate of village _____ District
_____ (Full address of the owner of the land) with all rights of easement bounded
in red colour on the plan. The plan showing the mortgaged land is at Annexure 'A':

Witnesses:

1. Signature _____
Name _____
Date _____
Address _____

2. Signature _____
Name _____
Date _____
Address _____

Signature _____
Name _____
Date _____
Designation _____
(For and on behalf of the
Mortgagor)