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B 893462

102-04-2008 Serial No :

Purchased By : G.VENKATESH

5/0.6.A.RAO R/O.SEC-BAD. Denomination : Vendor Stamp

For Whom : KADALIA AND MODI HOUSING

AGREEMENT & DEED OF MORTGAGE (Under Article (A) & 35(b) of Schedule 1- of Indian Stamp Act)

This deed of simple mortgage made and executed on this on this the 31 day of April Two - Thousand Eight year between M/s. Kadakia & Modi Housing a partnership firm having its registered office 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad-500 003, represented by its Managing Partner Mr. Soham Modi, Son of Shri Satish Modi, aged about 37 Years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad-500 034 (hereinafter 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 Hyderabad Urban Development Authority (HUDA) hereinafter called "THE MORTGAGEE " which expression shall unless excluded by or is repugnant to subject or context, include his successors in office and assign.

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 up to and there on Plot Nos. 22, 23, 24 and 25 (Total No.of Plots 4 (Four) admeasuring total, extent of 613.85 Sq. mtrs shown with boundaries thereof colored with red and expressed to be here by mortgaged.

For Kadakia and Modi Housing



ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH Serial No: 2,987

B 893463

02-04-2008

Purchased By :

S/O.G.A.RAO R/O. MEC-BAD.

For Whom : KADANIA AND MODI HOUSING Denomination:

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And whereas the Mortgagor applied for permission under section 13 & 14 of APUA (D) Act, 1975 to make a Group Housing Scheme lay out (Gated Community) and form a new private street or road and building plots for residential purpose and in the land bearing Sy. No. 1139 (P) situated Shamirpet Village, Shamirpet Mandal, Ranga Reddy Dist.

And whereas the Mortgagee having accepted the same as sanctioned the layout plan in file No.660/MP2/Plg/HUDA/2008 subject to the following conditions that the following works as per specifications appended will be completed by the Mortgagor within One year from the date of release of approved layout.

- 1. B.T. over water bound Macadam roads and
- With water drain culverts wherever necessary
- 3. Laying of under ground sewers along the roads of the lay out and also construction of
- 4. Providing water supply lines along with layout roads including street lights fresh
 - 5. Providing Electrical lines along the layout roads including Street lights Fresh

For Kadakia and Modi Housing

Partner

- 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 spaces.
- 7. Open spaces must be developed as a part with ornamental plants, water harvesting structure and a compound wall with ornamental grills.
- 8. Wherever 100ft., roads and above exist (proposed as well) a Service road of 9 M and 3 M of Green buffer strips must be given.
- 9. No apartment permission will be given in a lay out 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-rata 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 lay out 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 Parkes over the said property if any, till the redemption of the property as the same vests automatically in favour of HUDA.

NOW THIS DEED OF MORTGAGE WITHNESSETH AS FOLLOWS:

- In Pursuance of the rules relating to the approval of lay out (hereafter referred to as
 the said rules) the Mortgagor shall always duly observed 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 completes the works as stated in pare supra to the satisfaction of the H.U.D.A., within the agreed period of One year from the date of release of approper layout, the Mortgagee shall at the cost of Mortgagor be entitled to retrainsfer of the said plots or land at his expenses to Mortgagor with out 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 theses 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 mortgage.
 - a. 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 mortgage in any court of law.
 - b. 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 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 mortgage will be under the first charge towards the said excess amount spent by the H.U.D.A.

For Kadakia and Modi Housing

Partner

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 a 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 -I

All that one plot bearing Nos. 22, admeasuring about 162.41 Sq. mtrs forming Survey No. 1139 (P) situated Shamirpet Village, Shamirpet Mandal, Ranga Reddy Dist, marked red in the plan annexed hereto, bounded on: (Admessing 194.1) & well)

NORTH BY	: 30' wide road
SOUTH BY	: Plot No. 23
EAST BY	: 30' wide road
WEST BY	: Plot No. 52

- SCHEDULE OF THE PROPERTY -II

All that one plot bearing Nos. 23, admeasuring about 150.48 Sq. mtrs forming Survey No. 1139 (P) situated Shamirpet Village, Shamirpet Mandal, Ranga Reddy Dist, marked red in the plan annexed hereto, bounded on: (Admission 19.30 Sq. 19.

NORTH BY	: Plot No.22	
SOUTH BY	: Plot No. 24	
EAST BY	: 30' wide road	
WEST BY	: Plot No. 51	

SCHEDULE OF THE PROPERTY -III

All that one plot bearing Nos. 24, admeasuring about 150.48 Sq. mtrs forming Survey No. 1139 (P) situated Shamirpet Village, Shamirpet Mandal, Ranga Reddy Dist, marked red in the plan annexed hereto, bounded on:

NORTH BY	: Plot No.23
SOUTH BY	: Plot No. 25
EAST BY	: 30' wide road
WEST BY	: Plot No. 50

SCHEDULE OF THE PROPERTY -IV

All that one plot bearing Nos. 25, admeasuring about 150.48 Sq. mtrs forming Survey No. 1139 (P) situated Shamirpet Village, Shamirpet Mandal, Ranga Reddy Dist, marked red in the plan annexed hereto, bounded on: (Admeasuring 179.90 Sq. Nda)

NORTH BY	: Plot No.24	
SOUTH BY	: 30'wide road	
EAST BY	: 30' wide road	
WEST BY	: Plot No. 49	

In witness where of the said Mortgagor here into set his hand the day and the year first above written.

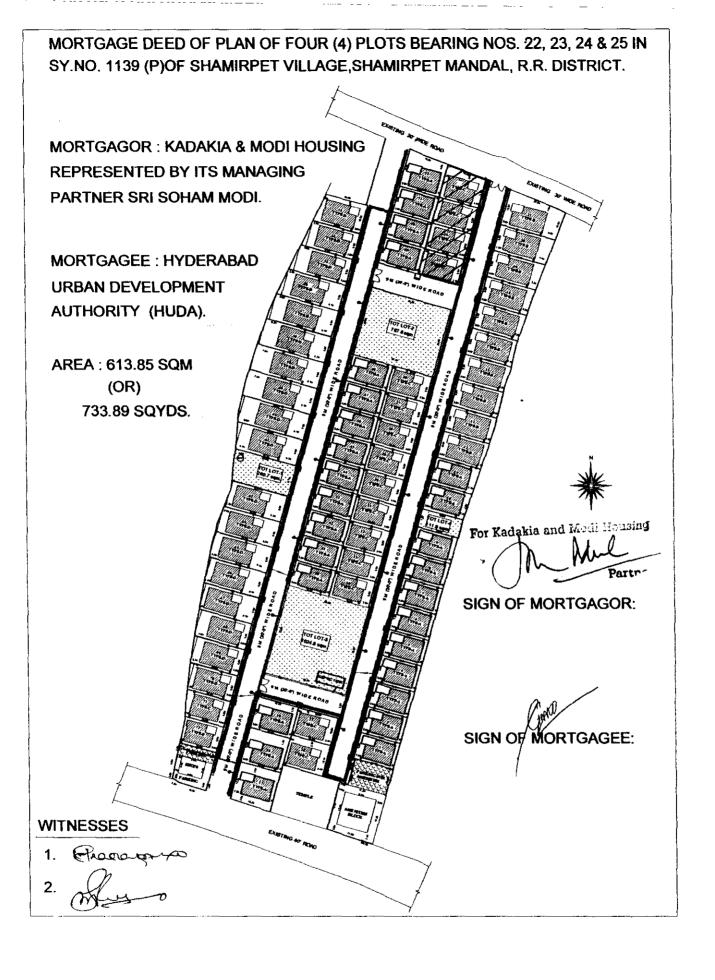
In the presence of Witnesses:

1. Aproxxxx

2.

For Kadakia and Modifications

Signature of the Mortgagor



PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB) PASSPORT SIZE PHOTOGRAPH BLACK & WHITE NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

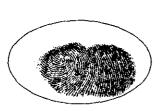




MARTGAGOR:

M/S. KADAKIA AND MODI HOUSING, HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNERS.

MR. SOHAM MODI S/O. MR. SATISH MODI





MARTGAGEE:

M/S. HYDERABAD URBAN DEVELOPMENT AUTHORITY (HUDA) REP. ITS AUTHORISED SIGNATORY MR. G. V. R. R. PRASAD (570) S/O. G. VENKATESHWARA RAO

SIGNATURE OF WITNESSES:

1

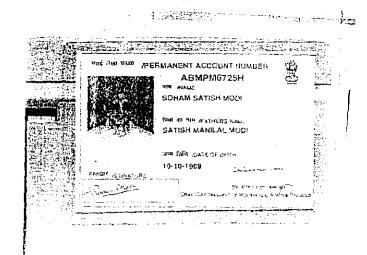
Tracionagors

2

For Kadakia and Modi Housing

Partner

SIGNATURE OF EXECUTANTS





HYDERABAD URBAN DEVELOPMENT AUTHORITY

Name: G V R R Prasad

Desig: Jr. Planning Officer

Emp Code :HUDA0402





Photographs and FingerPrints As per Section 32A of Registration Act 1908

C.S.No./Year: 1281/2008 of SRO: 1516(SHAMIRPET)

21/04/2008 17:56:48

SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
1			(ME) REP BY:- G.V.R.R.PRASAD (J.P.O) HUDA,HYD	Band
2		PARTIVER)	(MR) REP BY:- SOHAM MODI (MANAGING PARTNER) P.NO.280,R.NO.25,JUBILEI HILLSHYD	In Mul

Witness Signatures Operator Signature Subregistrar Signature

1 Presentance

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ENDURSEMENT UNDER SECTIONS 41 AND 42 OF ACT II OF 1800

Doct No. 1270 08

t No.1270 | OS Date 2/14/081 hereby certify that the Proper deficit Stamp duty of Rs. 109/0/has been lavied in respect of this instrument from

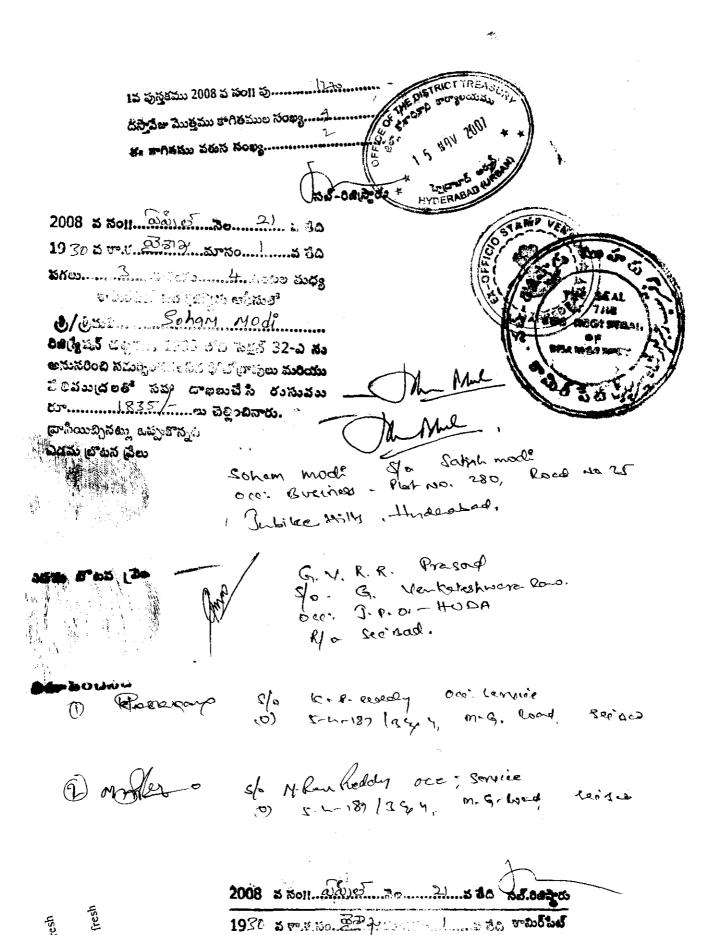
on the basis of the Market Value/Lonsideration of Re. 3,67,680

1వ పుస్తకము 2008 సం!! (రా.శ. 19 30) సం!! త ...1270 పెంబరుగా రిజిస్టరు చేయబడినది. స్కావింగ్ నిమిత్తం గుర్తింపు నెంబరు 1516-I-...*237*ా.....-2008 **ఇక్వడమ్మె**నది.

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ENDORSEMENT

L. Stamp Duty:

1. In the shape of stamp papers

Rs. 100/-

2. in the shape of \mathbb{R}^n than

De ----

(u/s.41 of I.S./aca 1059)

Rs.

3. in the shape of cash (u/s.41 of 1.5.Act.1099)

Rs. 10910/-

4. adjustment of stamp duty u/s.16 of I.O. Act.1839, if any

De (

- II. Transfer Bulg:
 - 1. In chaps of challen

Rs.

2. in the simpe of cash

Rs.

- III. Registration fees:
 - 1. in the shape of challan

Rs. --

2. In the shape of cash

Rs. 1835/

- IV. User Charges
 - 1. In the shape of challan

Rs.

2, in the shape of cash

Rs. 100/-

Total Rs. 12945/-

SUB REGISTRAR SHAMERPET THE SEAL OF THE SE