G. 9533 9515/04 100Rs.

ఆంధ్ర ప్రవేశ్ आंध्र प्रदेश ANDHRA PRADESH Man Metha and Man Romes. Sold to ... Metha and Man Section Self. D3AA 129677, Leading DEELA G. CHIMALCI STAMP VENDOR L No: 13/97 & Jan 1/2003 5-4-"6/A Brinigunj SECUNDERAGAD - 500 003.

AGREEMENT & DEED OF MORTGAGE

(Under Article 6(A) & 35 (b) of Schedule 1-A of Indian Stamp Act)

This deed of simple mortgage executed on this day of September two thousand and Four year between M/s. MEHTA & MODI HOMES, having its registered office 5-4-187/3 & 4, III Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented its Managing Partner Mr. Soham Modi, Son of Shri Satish Modi, aged about 34 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 HUDA called "THE MORTGAGEE" which expression shall unless excluded by or is repugnant to subject or context, include his successors in office and assign.

For Mohta and Modi Homes

M. Sudh Ramai

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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 hereupto and there on Plot No. 18 to 38 (Total No. of Plots 21, each 204.16 Sq. Yards) admeasuring total extent of 4287.36 Sq. Yards, shown with boundaries thereof coloured with red and expressed to be hereby mortgaged.

And whereas the Mortgagor applied for permission under section 13 & 14 of APUA (D) Act, 1975 to make a layout and form a new private street or road and building plots for residential purposes and in the land bearing Sy.No. 35, 36(P), 37(P), 38(P) and 39(P) situated Cherlapally Village, Ghatkesar Mandal, Ranga Reddy Dist..

And whereas the mortgagee having accepted the same as sanctioned the layout plan in File No. 2755/MP2/HUDA/2004 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
- 2. With water drain culverts wherever necessary.
- 3. Layout 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;

For Mehta and Modi Homes

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- 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 100 ft., roads and above exist (proposed as well) a Service road of 9 M and 3 M of Green buffer strips must be given.

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- 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-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 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 HUDA.

NOW THIS DEED OF MORTGAGE WITNESSETH AS FOLLOWS:

I. In Pursuance of the rules relating to 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.

For Mehia, and Modi Homes

Partner

U. Sudh Ramai

- 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 years 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 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 thinkfit and mortgagor shall / forfeit the right of redumption 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 unfittered 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.

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.

For Mehta and Modi Homes

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M. Sudly Rangi

All that 21 Plots bearing Nos.18 to 38, admeasuring about 4287.36 Sq. Yards (each about 204.16 Sq. Yards) forming Survey No. 35,36(P), 37(P), 38(P) &39(P), Charlapally village, Ghatkesar Mandal, Ranga Reddy district, marked red in the plan annexed hereto, bounded on:

NORTH BY:

Open Space

SOUTH BY:

Purposed 40' Wide Road & Open Space

EAST BY:

Purposed 40' Wide Road

WEST BY:

Plot No.39 to 44

In witness whereof the said mortgagor hereinto set his hand the day and the year first For Mehta and Modi Homes above written.

In the presence of:

1) Witness

Occupation:

5-4-18/13/64, m.G. 6000

2) Witness

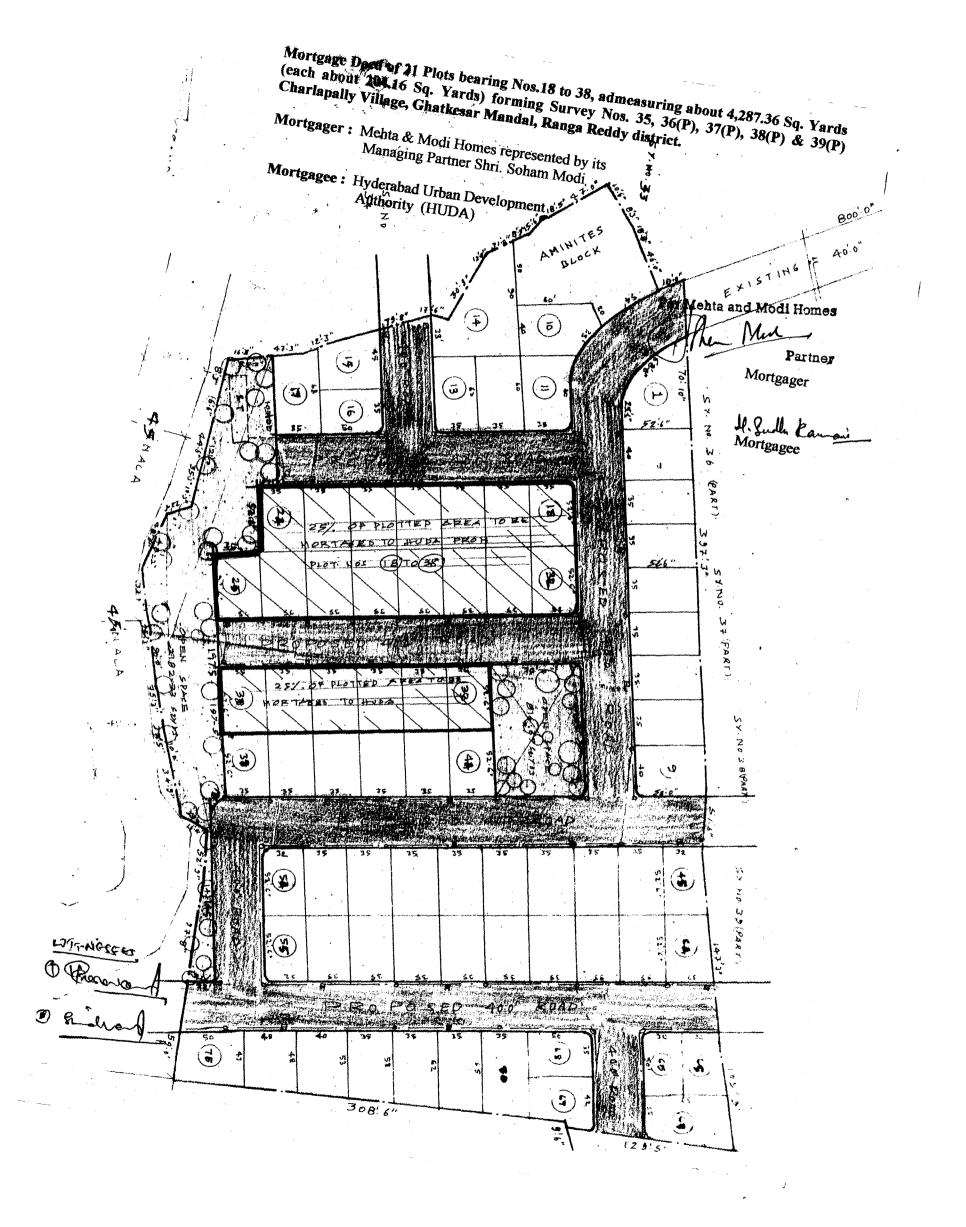
Address:

Occupation:

Anleget, And

Signature of the Mortgagor

M. Sully Roman

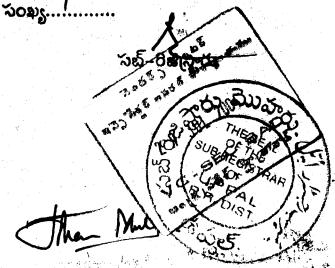


PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908. FINGER PRINT** NAME & PERMANENT PASSPORT SIZE POSTAL ADDRESS OF PRESENTANT/SELLER/ IN BLACK INK (LEFT SI.No. **PHOTOGRAPH** THUMB) **BUYER BLACK & WHITE** m)1. 23 mol 100m 3 ATH 3M having is 100 5-4-187/3 &4, In floor, m. G. Road, secisad, & by Ty Partner our. Soham mod MIL. HYDERAGAD URBAN DEVELOPMENT AUTHORITY (HUDA), having its (d 1-8-323, Paigah Plaza, Police lines, sec sad - 03 lep by it A.P.O. Mrs. M. Sudha Ramani Salar W/O. P. Prashakar RAO. PASSPORT SIZE **PHOTO BLACK & WHITE** PASSPORT SIZE **PHOTO BLACK & WHITE** SIGNATURE OF WITHESSES:

For Mehta and Modi Homes

SIGNATURE OF THE EXECUTANT'S

M. Sulle Canni



హాసీ యిచ్చినట్లు ఒప్పు కొన్నది. ఎడమ బొటన(వేలు

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Soham modi Slo. Satish modi - Plo.
Plat No. 280, Road No. 25, Julies Hills, Hyd.
U. Sudh, Rangi

నిరూపించినది.

Mrs. M. Sudy Ramani Cagar, 2010, P. Predlaton Ravo. occ: Hode Employee-A.Ro. Rep. by HUDA Howing by (6), 1-8-323, Paiga Plaza, Police lines, see Bad.

D. Prest

(r. President leddy Slo. Padma Rady on: Eurplay. ED 5-4-187 (1 & V, M.G. Road,

SEC-MAP

Conditor Slo. Ramachandrains Ocer Employee 2.2-60/10/24, Amborpet, Had

3 River

ว จากรรมที่ ระการของ ร

No. 95.15 of 200 M. Date. 97.99 Deg.

I hereby certify that the proper deficit stamp duty of Rs. 4.7595 Rupees. F. D. Hy Seven House been levied in respect of this instrument from Sri. Solution Models in the basis of the agreed Market Value aonsideration of Rs. 1586 SDV. being higher than the consideration agreed Market Value.

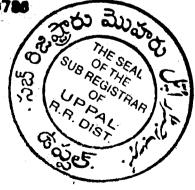
Sar.O. Uppal Sub Registrar

Vated: 9. 9 Cu and Collector U/S. 41&4

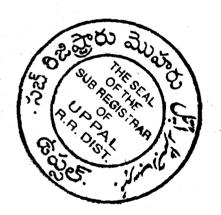
NDIAN STAMP ACT

Registration Endorsement

> S.B.H. Habsiguda A/c No. 01000050786 of S.R.O. Uppal.

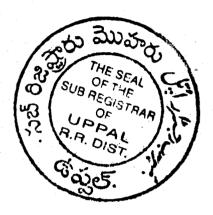


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దస్తావేజాల మొత్తం కాగితముల సంఖ్య........... కాగితపు వరుస సంఖ్య.......

సబ్-రిజిన్మారు



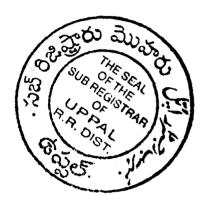
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సబ్-రిజిగ్<mark>క్రారు</mark>



1 ప్రస్తుకము. 95. 15. 150 కింగ్స్ట్రి దస్తాపేజుల మొత్తం కాగితముల సంఖ్య.... 7... ఈ కాగితపు పరుస్తు సంఖ్య... 6......

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