

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 day of Two Thousand and Tan year between M/s. Mehta & Modi Homes & Others having its registered office 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad-500 003, tepresented by its Managing Partner Mr. Soham Modi, Son of Shri Satish Modi, aged about 39 Years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad-500 1934 (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 HMDA hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or is repugnant to subject or context, include his successors in office and assign.

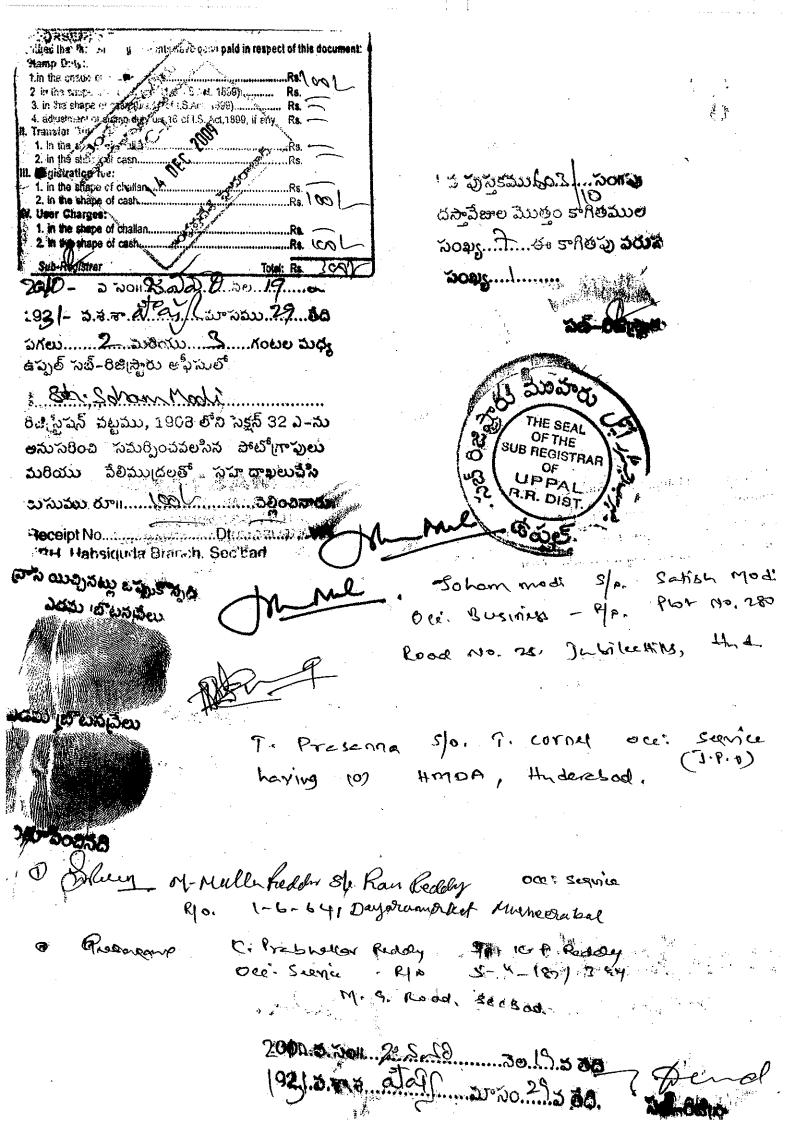
Whereas the Mortgagor is the absolute and sole beneficial owner and is seized, possessed of or otherwise well and sufficiently entitled to the property fully described in the schedule and for reater clearance delineated on the plan annexed here up to and there on Plot Nos. 393 & 394 (Total No. of Plots 2 (Two) admeasuring total, extent of 357 Sq. mtrs (426.81 Sq. yds) shown with coundaries thereof colored with red and expressed to be here by mortgaged.

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. nos. 31, 40 (P), 41 (P), 42, 44, 45 & 55 situated Chinna Cherlapally Village, GHMC Kapra Circle, Ghatkesar Mandal, Hyderabad, Ranga Reddy Dist, A.P.

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And whereas the Mortgagee having accepted the same as sanctioned the layout plan in file No.2698/MP2/Plg/HMDA/2007 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

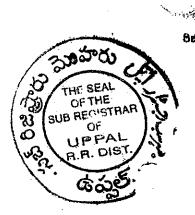
- 1. B.T. over water bound Macadam roads and
- With water drain culverts wherever necessary
- 3. Laying of under ground sewers along the roads of the lay out and also construction of Septic
- Providing water supply lines along with layout roads including street lights fresh underground
- 5. Providing Electrical lines along the layout roads including Street lights fresh underground
- 6. Providing avenue plantations along the layout roads with structural trees to be one pattern for
- Open spaces must be developed as a part with ornamental plants, water harvesting structure and
- Wherever 100 ft., roads and above exist (proposed as well) a Service road of 9 M and 3 M of
- 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
- 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 Taxes over the said property if any, till the redemption of the property as the same vests automatically in

NOW THIS DEED OF MORTGAGE WITHNESSETH AS FOLLOWS:

- I. 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.M.D.A., within the agreed period of One 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 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

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- 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.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 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 2 (Two) plots bearing Nos. 393 & 394 (Total No. of Plots 2 (Two) admeasuring total, extent of 357 Sq. mtrs (426.81 Sq. yds) forming part of Survey Nos. 31, 40 (P), 41 (P), 42, 44, 45 & 55 situated Chinna Cherlapally Village, GHMC Kapra Village, Ghatkesar Mandal, Ranga Reddy Dist, marked red in the plan annexed hereto, bounded on:

NORTH BY	Plot No. 392
SOUTH BY	Neighbor's Land in Sy. No. 41
EAST BY	30' wide road
WEST BY	Plot Nos. 387 & 388
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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. Sheery (M- wall hedy)

· Proposity

For Mehta and Modi Homes

ignature of the Mortgagor

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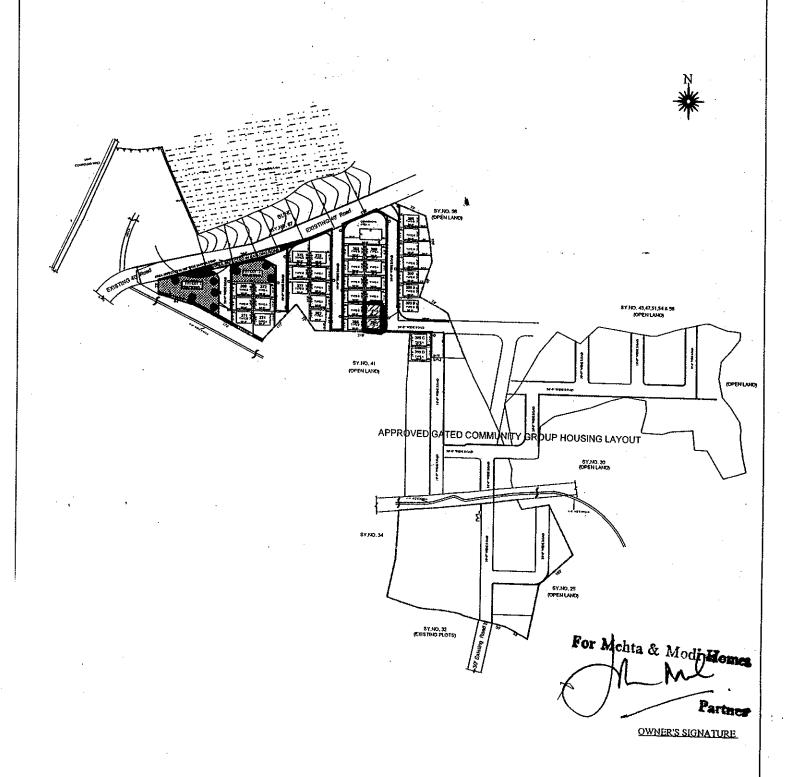
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MORTGAGE PLAN SHOWING PLOT.NOS.393 & 394 IN THE PROPOSED EXTENSION OF GROUP HOUSING LAYOUT IN SY.NO.S 31,40(P),41(P),42,44, 45 & 55 OF CHINNA CHERLAPALLY VILLAGE, GHMC KAPRA CIRCLE, GHATKESAR MANDAL R.R.DIST, ADMEASURING 357 SQ.MTS OR 426.97 SQ.YDS

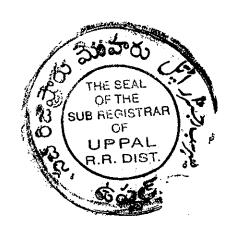
BELONGS TO:

M/S. MEHTA & MODI HOMES & OTHERS REPRESENTED BY ITS MANAGING PARTNER MR. SOHAM MODI, S/O MR. SATISH MODI



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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





MORTGAGOR:

M/S. MEHTA & MODI HOMES HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS MANAGING PARTNER MR. SOHAM MODI S/O. MR. SATISH MODI R/O. PLOT NO. 280, ROAD NO. 25 JUBILEE HILLS, HYDERABAD - 500 034.





MORTGAGEE:

M/S. HYDERABAD METRA DEVELOPMENT AUTHORITY (H.M.D.A) REPRESENTED BY J. P. O. MR. T. PRASANNA S/O. MR. T. CORNEL HAVING ITS OFFICE H. M. D. A HYDERABAD.

SIGNATURE OF WITNESSES:

1. Sheary Cumalla Reddy 2. Presence

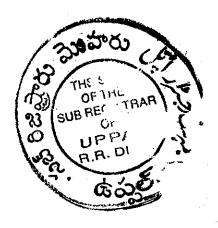
For MEHTA & MODI HOMES

Partner

SIGNATURE OF EXECUTANTS

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स्थाई लेखा संख्या

PERMANENT ACCOUNT NUMBER





ABMPM6725H

THE INAME

SOHAM SATISH MODI

पिसा का नाम /FATHER'S NAME SATISH MANILAL MODI

जन्म तिथि /DATE OF BIRTH

18-10-1969

हरताक्षर /SIGNATURE

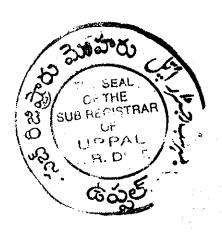
Changementeren

पुष्प आयक्त कायुगा, आङ्ग प्रदेश

Chief Commissioner of Income-tax, Andhra Pradesh

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HYDERABAD URBAN DEVELOPMENT AUTHORITY

Name : Thallapally Prasanna

Desig: Jr. Planning Officer

Emp Code: HUDA0199

Vice Chairperson



BLOOD GROUP: B + ve DATE OF BIRTH: 10/06/1958

RESIDENTIAL ADDRESS
Plot No.10, Vijay Nagar Colony
Picket, Secunderabad. Ph : 9849909764

IF FOUND PLEASE RETURN TO
HYDERABAD URBAN DEVELOPMENT AUTHORITY
1-8-323, Palgah Palace, Police Lines, Rasul Pura,
Secunderabed - 500 003, A.P. INDIA,
PH : 91 - 40 - 2790 5933, Fax : 2790 3185

స్తాపుస్తకము. ఏస్పీ. స్టంగిస్తు దస్తాపేజుల మొత్తం కాగితముల సంఖ్య....నే...ఈ కాగితపు వరుప సంఖ్య....నే....

THE SE/L OF THE SUB REGISTRAR OF UPPA P.R. DI

A. S.