

From:

1. Bharat U Mehta,
2. ~~Sudhir~~ U Mehta & Others,
R/o. 5-5-54, Hariganga Complex,
Ranigunj, Secunderabad.

30th April 2001

To,
Shri. Sourabh Modi,
5-4-187/3 & 4, M G Road,
Secunderabad.

Dear Sir,

Sub: Depositing of Original Sale Deed.

With reference to the subject cited this is to inform you that you have deposited with us the original sale deed bearing No. 1317, dated 14/11/2000 for availability of loan against mortgage of the property.

The above property is situated at 5-4-187/3 & 4, Karbala Maidan, M G Road, Secunderabad.

Thank You.

Yours sincerely,

Bharat
Sudhir



S. No. 157 Date 28/4/2001 Re. 5000
 Sold to Satish Modi and others
 S/o. Manilal Modi
 For Whom Self See

L. G. Chimalgi
 LEELA G. CHIMALGI
 STAMP VENDOR
 L. No. 13/97 R. No. 12/2000
 5-4-76/A, Cellar,
 Opp: TVS Show Room,
 Ranigunj, SEC'BAD-3.

MORTGAGE CUM CONDITIONAL SALE OF A PROPERTY

THIS DEED OF MORTGAGE cum CONDITIONAL SALE is made on this 28th day of April 2001 between

1. Satish Modi S/o. Shri. Manilal Modi aged about 52 years
2. Soham Modi S/o. Shri. Satish Modi aged about 32 years
3. Sourabh Modi S/o. Shri. Satish Modi aged about 30 years

all resident of 5-4-187/3&4, Soham Mansion IIIrd Floor M.G. Road, Secunderabad (hereinafter collectively referred to as MORTGAGOR) of the One Part

A N D

1. Bharat U Mehta HUF, through its Katra Shri. Bharat Mehta aged about 51 years
2. Vasant U Mehta HUF through its Katra Shri. Bhavesh Mehta aged about 31 years
3. Suresh U Mehta HUF through its Katra Shri. Suresh Mehta aged about 55 years
4. Deepak U Mehta HUF through its Katra Shri. Deepak Mehta aged about 49 years
5. Rahul B Mehta S/o. Bharat Mehta aged about 21 years
6. Sudhir U Mehta S/o. Uttamlal Mehta aged about 43 years
7. Kusum S Mehta W/o. Suresh U Mehta aged about 41 years
8. Harsha D Mehta W/o. Deepak Mehta aged about 46 years
9. Chetna B Mehta W/o. Bharat U Mehta aged about 47 years

x Satish Modi

x Soham Modi

x Sourabh Modi



28/6/2001
 B. No. 1566 Date Rs. 5000
 Sold to... Jatish Modi and others
 S/o... Manikhat Modi
 For Whom... Self

L. G. Ching
 LEE LA G. CHIMALGI
 STAMP VENDOR
 L. No. 13/97 R No 12 2000
 5 4-76/A, Cellar,
 Opp: TVS Show Room,
 Ranigunj, SEC'BAD-3.

10. Varsha V. Mehta W/o. Vasant U Mehta aged about 54 years
 11. Ardhana S Mehta W/o. Sudhir U Mehta aged about 42 years

all resident of 5-5-54, Hariganga, Ranigunj, Secunderabad and collectively represented by Shri. Bharat Mehta and Sudhir U Mehta (hereinafter collectively referred to as MORTGAGEE) of the Other Part

The expressions MORTGAGOR and MORTGAGEE shall mean and include their heirs, legal representatives, executors, administrators, assigns, nominee etc.

WHEREAS:

1. Sourabh Modi, one of the MORTGAGOR is the absolute owner of a commercial property admeasuring 2300 Sq. Ft. on the ground floor together with undivided share of land admeasuring 25 Sq. Yards bearing M.C.H. No. 5-4-187/3 & 4/3 (part) forming part of a bigger property known as SOHAM MANSION, situated at Karbala Maidan, M.G.Road, Secunderabad which is particularly described in the Schedule given hereunder. (hereinafter referred to as MORTGAGED PROPERTY)
2. The MORTGAGOR is desirous of obtaining the loan of Rs. 80,00,000/- (Rupees Eighty Lakhs) to meet the requirement of their businesses.

x Satish Modi

x Jatish Modi

x Sourabh Modi

3. The MORTGAGOR has requested the MORTGAGEE to advance the said sum on the security of the MORTGAGED PROPERTY)
4. The MORTGAGEE has agree to advance the said sum to the MORTGAGOR on the security of the MORTGAGED PROPERTY in the manner hereinafter appearing.

NOW THIS DEED OF MORTGAGE CUM CONDITIONAL SALE WITNESSES as follows:

1. In consideration of the sum of Rs. 80,00,000/- (Rupees Eighty Lakhs) paid by the MORTGAGOR to the MORTGAGEE as given hereunder, the receipt of which the MORTGAGOR hereby admits and acknowledges and in consideration of the terms and conditions agreed between the parties to this deed, the MORTGAGOR hereby transfers by way of simple mortgage cum conditional sale the MORTGAGED PROPERTY together with all rights, easement and privileges and covenants appurtenant thereto unto the said MORTGAGEE to hold the same until repayment of the aforesaid sum amounting to Rs. 80,00,000/- (Rupees Eighty Lakhs) together with interest as agreed between the parties to this Deed.

Table of amount advanced to MORTGAGOR by the MORTGAGEE

Name of the Mortgagor	Amount	Mode of Payment	Name of the Mortgagee
Satish Modi	1,50,000	Cheq No. 821778 dt. 27.4.2001 drawn on Canara Bank R.P.Road, Secunderabad.	Rahul B Mehta
Satish Modi	2,50,000	Cheq. No. 890692 dt. 27.4.2001 drawn on Canara Bank R.P.Road, Secunderabad	Sudhir U Mehta
Satish Modi	17,00,000	Cheq. No. 894963 dt. 27.4.2001 drawn on Canara Bank R.P.Road, Secunderabad.	Kusum M Mehta
Satish Modi	3,00,000	Cheq. No. 822569 dt. 27.4.2001 drawn on Canara Bank R.P.Road, Secunderabad.	Harsha D Mehta
Satish Modi	18,00,000	Cheq. No. 026304 dt. 27.4.2001 drawn on Syndicate Bank Jeera Compound, Secunderabad.	Doopak U Mehta HUF
Soham Modi	10,00,000	Cheq. No. 889826 dt. 27.4.2001 drawn on Canara Bank R.P.Road, Secunderabad.	Varsha V Mehta
Soham Modi	7,00,000	Cheq. No. 822552 dt. 27.4.2001 drawn on Canara Bank R.P.Road, Secunderabad.	Aradhana S Mehta

X Satish Modi

X Soham Modi

X Aradhana S Mehta

Soham Modi	3,00,000	Cheq. No. 894809 dt. 27.4.2001 drawn on Canara Bank R.P.Road, Secunderabad.	Chetna B Mehta
Sourabh Modi	4,00,000	Cheq. No. 026278 dt. 27.4.2001 drawn on Syndicate Bank Jeera Compound, Secunderabad.	Bharat U Mehta HUF
Sourabh Modi	3,00,000	Cheq. No. 008550 dt. 27.4.2001 drawn on Syndicate Bank Jeera Compound, Secunderabad	Vasant U Mehta HUF
Sourabh Modi	11,00,000	Cheq. No. 026330 dt. 27.4.2001 drawn on Syndicate Bank Jeera Compound, Secunderabad	Suresh U Mehta HUF
Total :	<u>80,00,000</u>		

2. The repayment of mortgage money of Rs. 80,00,000/- (Rupees Eighty Lakhs) shall be within a period of 12 months from the date of this agreement or at such other period as may be mutually agreed upon from time to time.
3. Sourabh Modi one of the MORTGAGOR along with this Deed of Mortgage has delivered to the MORTGAGEE the documents of title, namely original Sale Deed dated 14.11.2000 duly registered as No. 1317 of 2000 of Book 1 on 15 day of November 2000 in the office of Sub Registrar Secunderabad in respect of the MORTGAGED PROPERTY
4. The deposit of the documents of title as referred above by Sourabh Modi is on the condition that in the event of non payment of the mortgage money due under this deed by any of the MORTGAGOR, the MORTGAGEE shall become the absolute owner of the MORTGAGED PROPERTY
5. The MORTGAGOR hereby covenants with the MORTGAGEE that the MORTGAGED PROPERTY is free from any encumbrances and is presently tenanted by Bank of Baroda.
6. The MORTGAGOR shall pay interest at the rate of 24 % per annum to the MORTGAGEE every month.
7. On the repayment of principal and interest due hereunder by the MORTGAGOR to the MORTGAGEE, this Deed shall become null and void and the MORTGAGEE shall be bound to return the documents of title as referred to hereinabove to the MORTGAGOR
8. The MORTGAGEE shall be responsible for payment of all costs, charges, expenses for stamp duties, registration charges, legal fee and all the other charges incidental to the registration of the sale deed in the event of the MORTGAGEE becoming absolute owner of the MORTGAGED PROPERTY in the circumstances as provided hereinabove.

X
Soham Modi

X
Sourabh Modi

X
Suresh Mehta

9. The MORTGAGOR shall be bound to sign all papers and documents and do all other acts that the MORTGAGEE may require to do from time to time for safeguarding their interest in the MORTGAGED PROPERTY.

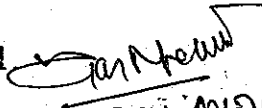
SCHEDULE OF THE PROPERTY

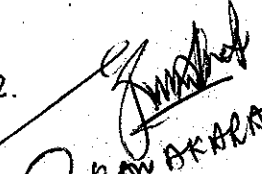
All that premises admeasuring 2,300 Sft. of super-built-up area (2000 Sq. ft built up area) on the ground floor together with undivided share of land admeasuring 25 sq. yards (20.90 Sq. mts) bearing M.C.H. No. 5-4-187/3 & 4/3 (part) forming part of a bigger property known as SOHAM MANSION, situated at Karbala Maidan, M.G.Road, Secunderabad - 500 003 and more clearly shown in the plan annexed hereto with red color and bounded by:-

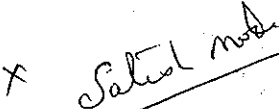
NORTH	:	Portion of premises bearing M.C.H. No. 5-4-187/3 & 4/3
SOUTH	:	Neighbours Building
EAST	:	M G Road
WEST	:	Open to Sky

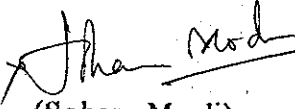
In Witness whereof the MORTGAGOR and the MORTGAGEE aforesaid have signed this Deed of mortgage on the day and year first written above in token of the acceptance of terms and conditions thereof.


WITNESSES:

1. 
(ARUN MEHTA)

2. 
P. R. M. ARORA

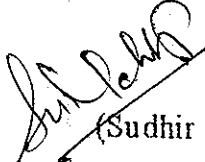
X 
(Satish Modi)

X 
(Soham Modi)

X 
(Soubrabh Modi)

(MORTGAGOR)


(Bharat Mehta)


(Sudhir U Mehta)

(REPRESENTING MORTGAGEE
AT S.No. 1 TO 11)