

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

H 225735

Date : 04-10-2007 Serial No : 18,453 Denomination : 100

Purchased By :

G.VENKATESH
S/O G.A.RAO
R/O SEC'BAD

Sub Registrar
Ex.Officio Stamp Vendor
S.R.O. UPPAL

For Whom :

MODI & MODI CONSTRUCTIONS

SEC'BAD

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 15th October Two Thousand Seven year between M/s. **Modi & Modi Constructions** 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, JubileeHills, 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.

Whereas the **Mortgagor** is the absolute and sole beneficial owner and is seized, possessed of on 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 13, 19, 35, 48 and 55 (Total No. of Plots 5 (Five) admeasuring total, extent of 798.80 Sq. Meters shown with boundaries thereof coloured 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. 128(p), 129(p), 132(p) to 136(p) situated Rampally Village, Kesara Mandal, Ranga Reddy Dist.

For **MODI & MODI CONSTRUCTIONS**

[Signature]

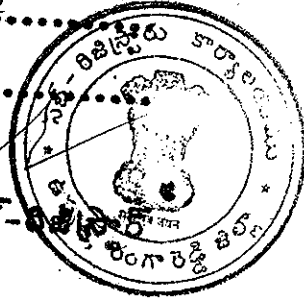
Partner

178000
100
14250
2350
100
16740

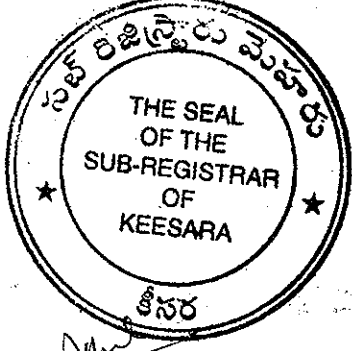
వ పుస్తకము 200 వ సం॥ గ్రంథం..... 2390.....

దస్తావేజు మొత్తం కాగితముల సంఖ్య..... 7.....

ఈ కాగితము వరుస సంఖ్య.....



2007 వ సం॥ ఏప్రిల్ 16 నెల..... 15..... వ తేది
1929 వ. శా. శ. సంక్రమణము..... 2390..... వ తేది
పగలు..... మెరియు..... గంటల మధ్య
కీసర సబ్-రిజిస్ట్రారు ఆఫీసులో



శ్రీ/ శ్రీమతి.....
రిజిస్ట్రేషన్ చట్టము 1908 లోని సెక్షన్ 32.ఎ ను
అనుసరించి సమర్పించవలసిన ఫోటో గ్రాఫులు మరియు
వేర్తివము (దంతో సహా దాఖలు చేసి రుసుము
రూ॥..... 2390..... లు చెల్లించినారు

ప్రాసీయిచ్చినట్లు ఒప్పుకొన్నది
వికను బొటన ప్రేలు



Handwritten signature

Occ. Business - 4/2
Road No. 25, Jubilee Hills, Hyderabad

Sathish mode
Plot No. 280,

విరూపింబినది

① *Handwritten name* /a K. P. Reddy
5-4-187/1 & 4,
Soham mansion, m. G. road,

② M. Malla Reddy H-no-1-6-64, Dayarampet
s/o Ram Reddy Musunera bad

2007 వ సం॥ ఏప్రిల్ 15 నెల..... 15..... వ తేది
1929 వ. శా. శ. సంక్రమణము..... 2390..... వ తేది

సబ్-రిజిస్ట్రారు
కీసర

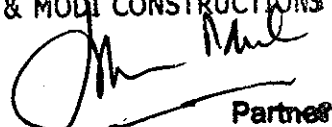
And, whereas the Mortgagee having accepted the same as sanctioned the layout plan in file No.6092/MP2/PLG/HUDA/2007 subject to the following conditions that the following works as per specifications appended will be completed by the Mortgagor within One year from the date of release of approved layout.

1. B.T. over water bound Macadam roads and
2. With water drain culverts wherever necessary
3. Laying of under ground sewers along the roads of the lay out and also construction of Septic tank as per ISI standards.
4. Providing water supply lines along with layout roads including street lights fresh underground cables.
5. Providing Electrical lines along the layout roads including Street lights fresh underground cables:
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 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 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 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 thinkfit 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.

For MODI & MODI CONSTRUCTIONS


Partner

1వ పుస్తకము 2007 నంబరు (కా.న.1928) నంబరు 371.....

దస్తావేజు మొత్తము కాగితముల సంఖ్య.....7.....

ఈ కాగితము వరుస సంఖ్య.....22.....

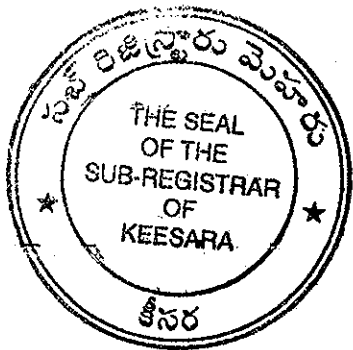
సబ్-రిజిస్ట్రారు

An Amount of Rs. 14250 towards Stamp Duty including Transfer Duty and Rs. 2390 towards Registration Fee was paid by the party through Challan Receipt Number. 651757 Dated. 10/10/07 at S.B.H. Bank Thumkunta Branch

Sub-Registrar

1వ పుస్తకము 2007 నంబరు (కా.న.1928) నంబరు 371.....నెంబరుగా రిజిస్టరు చేయబడినది. స్కానింగ్ నిమిత్తం గుర్తింపు నెంబరు 1530-I.371.....2007 ఇవ్వడమైనది 2007 నంబరు.....నెంబరు.....వతేది

సబ్-రిజిస్ట్రారు అధికారి



- 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.

SCHEDULE OF THE PROPERTY -I

All that 2 (Two) plots bearing Nos. 13 & 19 admeasuring about 299 Sq. Mtrs (357.47 Sq. yds) forming part of Survey Nos. 128, 129, 132, to 136 situated at .Rampally Village, Keesara Mandal, Ranga Reddy District, marked red in the plan annexed hereto, bounded on:

NORTH BY	30' wide road
SOUTH BY	Plot Nos. 12 & 18
EAST BY	30' wide road
WEST BY	30' wide road

SCHEDULE OF THE PROPERTY -II

All that 1 (One) plot bearing Nos. 35 admeasuring about 98.20 Sq. Mtrs (117.40 Sq. yds) forming part of Survey Nos. 128, 129, 132, to 136 situated at .Rampally Village, Keesara Mandal, Ranga Reddy District, marked red in the plan annexed hereto, bounded on:

NORTH BY :	30' wide road
SOUTH BY :	30' wide road
EAST BY :	Plot No. 34
WEST BY :	Tot-Lot and 30' wide road

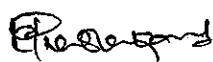
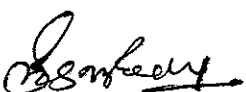
SCHEDULE OF THE PROPERTY -III

All that 2 (Two) plots bearing Nos. 48 & 55 admeasuring about 401.60 Sq. Mtrs (480.14 Sq. yds) forming part of Survey Nos. 128, 129, 132, to 136 situated at .Rampally Village, Keesara Mandal, Ranga Reddy District, marked red in the plan annexed hereto, bounded on:

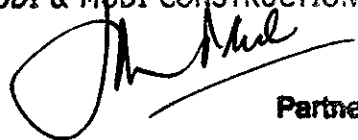
NORTH BY :	Plot Nos. 49 & 56
SOUTH BY :	30' wide road
EAST BY :	30' wide road
WEST BY :	30' wide road

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. 
(K. P. Reddy)
2. 

For MODI & MODI CONSTRUCTIONS

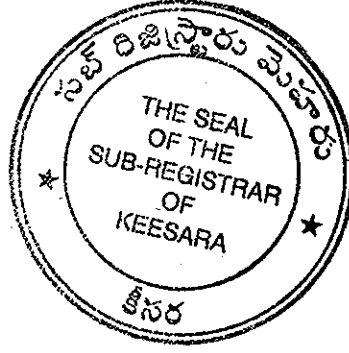

Partner
Signature of the Mortgagor

1వ స్తంభము 2007 వ సం॥ పు.....371.....

దస్తావేజు మొత్తము కాగితముల సంఖ్య.....7.....

ఈ కాగితము వరుస సంఖ్య.....3.....

సబ్-రిజిస్ట్రారు

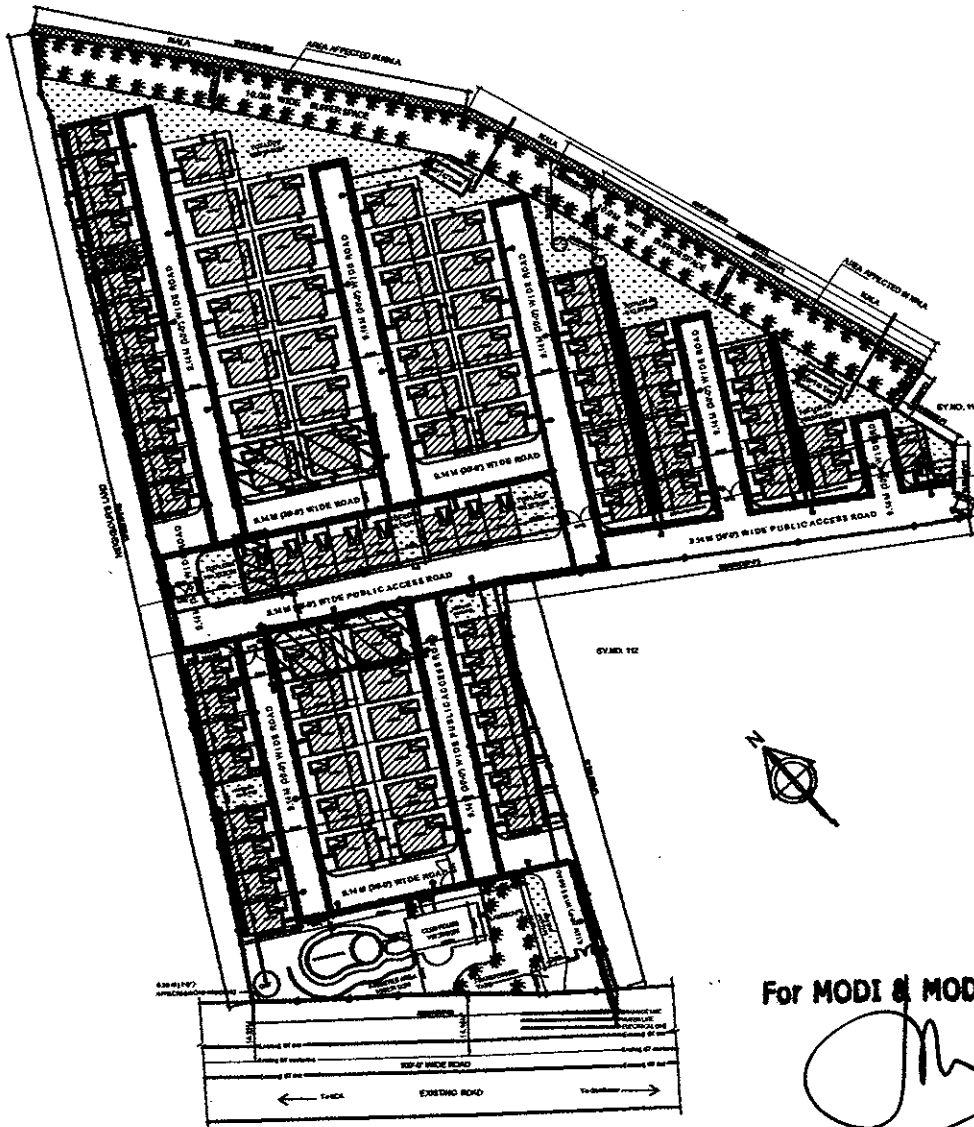


MORTGAGE DEED OF PLAN FOR 5 (FIVE) PLOTS BEARING Nos. 13, 19, 35, 48 & 55 in Sy. Nos. 128 (P), 129(P) & 132(P) To 136(P) RAMPALLY VILLAGE, KEESARA MANDAL, RANGA REDDY DISTRICT.

MORTGAGOR: M/s. MODI & MODI CONSTRUCTIONS
Rep by its Managing Partner Shri. Soham Modi S/o. Shri. Satish Modi

MORTGAGEE: HYDERABAD URBAN DEVELOPMENT AUTHORITY (HUDA)

AREA: 798.80 Sq. mtrs (955 Sq. Yds)



WITNESSES:

1. *[Handwritten signature]*
2. *[Handwritten signature]*

For MODI & MODI CONSTRUCTIONS

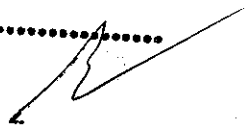
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Partner
Sign of Mortgagor

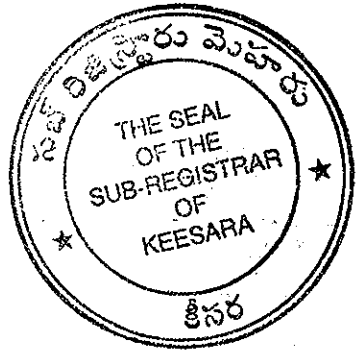
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Sign of Mortgagee

1వ స్థానము 2007 వ సం॥ పు.....371.....



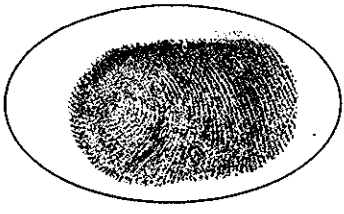
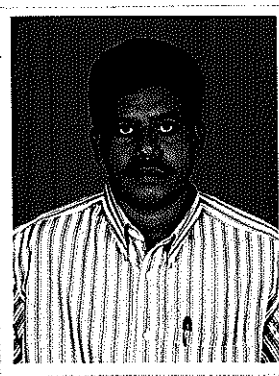
దస్తావేజు మొత్తము కాగితముల సంఖ్య.....7.....

ఈ కాగితము వరుస సంఖ్య.....6.....


సబ్-రిజిస్ట్రారు



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

<u>SL.NO.</u>	<u>FINGER PRINT IN BLACK (LEFT THUMB)</u>	<u>PASSPORT SIZE PHOTOGRAPH BLACK & WHITE</u>	<u>NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER</u>
			<p><u>MORTGAGER:</u></p> <p>M/S. MODI & MODI CONSTRUCTIONS, HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD-500 034 REP. BY ITS MANAGING PARTNER. MR. SOHAM MODI S/O. MR. SATISH MODI R/O. PLOT NO. 280, ROAD NO. 25 JUBILEEHILSS, HYDERABAD - 034</p>
			<p><u>MORTGAGEE:</u></p> <p>HYDERABAD URBAN DEVELOPMENT AUTHORITY (HUDA) REP. BY ITS AUTHORISED SIGNATORY G.V.R.R. PRASAD (J.P.O) S/O. G. VENKATESWARA RAO</p>

SIGNATURE OF WITNESSES:

1. 

2. 

For MODI & MODI CONSTRUCTIONS :



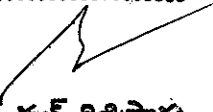
SIGNATURE OF EXECUTANTS

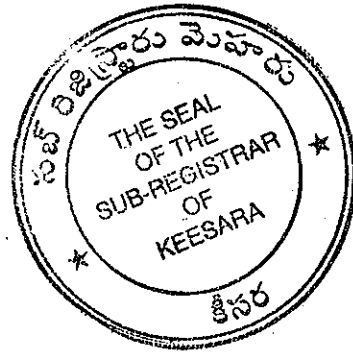


1వ స్తంభము 2007 వ సం॥ కృ.....37/.....

దస్తావేజు మొత్తము కారితముల సంఖ్య...7.....

ఈ కారితము పరుస సంఖ్య.....5.....


సబ్-రిజిస్ట్రారు

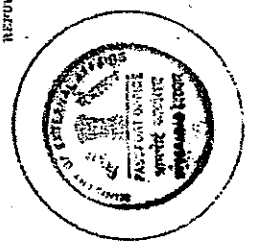




भारत गणराज्य के राष्ट्रपति के आदेश से प्रेषित तथा
 BY ORDER OF THE PRESIDENT OF THE
 REPUBLIC OF INDIA

भारत गणराज्य के राष्ट्रपति के आदेश से प्रेषित तथा
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 BY ORDER OF THE PRESIDENT OF THE
 REPUBLIC OF INDIA

PERMANENT ACCOUNT NUMBER
 ABMPM6725H

शहाम सतिश मदी
 SOHAM SATISH MODI

शहाम सतिश मदी
 SATISH MANILAL MODI

18-10-1969

18-10-1969

Chief Commissioner of Income-Tax, Andhra Pradesh

भारत गणराज्य के राष्ट्रपति के आदेश से प्रेषित तथा
 BY ORDER OF THE PRESIDENT OF THE
 REPUBLIC OF INDIA

IND B2791005

MODI

SOHAM SATISH MODI

INDIAN male 18-10-1969

Hyderabad

9-10-2000 8-10-2010

Soham Modi

వస్త్రకము నిలికి వ గం|| పు.....371.....

దస్తావేజు మొత్తము కాగితముల సంఖ్య...7.....

ఈ కాగితము వరుస సంఖ్య.....6.....

పబ్-రిజిస్ట్రారు





**HYDERABAD URBAN
DEVELOPMENT AUTHORITY**

Name : G V R R Prasad
Desig : Jr. Planning Officer
Emp Code : HUDA0402



G V R R Prasad

Vice Chairperson

[Handwritten signature]

BLOOD GROUP : O + ve DATE OF BIRTH : 05/05/1965

RESIDENTIAL ADDRESS

H No.C-833, N G O's Colony, Vanastalipuram
Hyderabad - 70. Ph : 9849998703

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



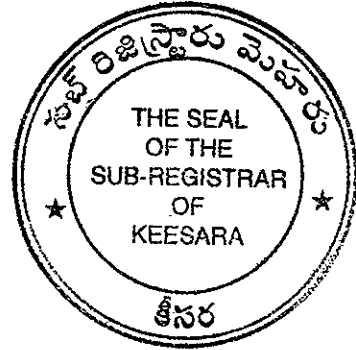
11

1 వస్తుకము 371

దస్తావేజు మొత్తము కాగితము సంఖ్య 7

ఈ కాగితము వరుస సంఖ్య 7

సబ్-రిజిస్ట్రారు



CERTIFICATE OF ENCUMBRANCE ON PROPERTY

SI **K. P. Reddy**

Certificate No. **3667**

Application No. **3667**

having applied to me for a certificate giving particulars of Registered acts encumbrances if any, in respect of under mentioned property.

SI **Plot No. 13, 19, 35, Nos. 128, 129, 132 & 136.**

Extent **955**

Sq. Mtrs. Situated at **Rampally (V), Keeravalli**

East: **30' wide Road**

South: **30' wide Road**

East: **30' wide Road**

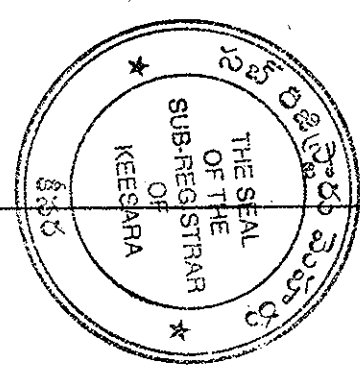
West: **30' wide Road**

to **26-10-07**

I hereby certify that a search has been made in Book I and in the Index relating thereto for

acts and encumbrances effecting the said property, and that no such search following acts encumbrances appear.

Sl. No.	(a) Description of Property	Date of Execution Registration	(b) Nature & Value of Document	Name of party Executants	Name of party Claimants	Ref. To Document Entry		
						Vol. No.	Page No.	Number / Year
1	Plot No. 13, 19, 35, Nos. 128, 129, 132 & 136. Sq. Yds. 955 Rampally (V) Keeravalli (V). P. P. Dist Bounded Plot No. 1, 9 & 58. (2) (S) 30' wide Road (G) 30' wide Road (W) 30' wide Road	3 15-10-2007	mortgage 478000	modi & modi Construction	HUDA	7 CD.	8 7	9 37/07



I also certify that except the aforesaid acts and encumbrances no other acts and encumbrances affecting the said property have been found.

KRS

Search made and certificate Prepared by :

Search verified and certificate examined by :

Date : **27/10/07**

నవ్-రిజిస్ట్రారు కార్యాలయము

క్రీసర

OFFICE SEAL & DATE

నవ్-రిజిస్ట్రారు

క్రీసర

Signature of Registering Officer

5285
1000 1000 1000
1000 1000 1000
1000 1000 1000

1000 1000 1000

