Stolote Still Raghaverdagep. By. D. Kiran Kuman, Licensed Stamp Vendor, Roo Rott La. No. 15-27- 007/2015, Ranga Reddy Dist Court Complex, L. B. Magni, Bunga Harbly (Epsi) Ph. 144, 24077205 Ė AGREEMENT & DEED OF MORTGAGE (Under Article 6(A) & 35 (b) of Schedule 1-A of Indian Stamp Act) Pais deed of simple mortgage is made and executed at Hyderabad on this the 12 day of August Two thousand and Sixteen year between M/s. Modi & Modi Constructions & M/s. Nilgiri Estates both are registered partnership firms having their offices at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003 both represented by its' Managing Partner Shri. Soham Modi S/o. Shri. Satish Modi aged about 46 years, Occupation: Business, resident of Plot No.280, Road No.25, Jubilee Hills, Hyderabad -500 034 (hereinafter collectively called "THE MORTGAGOR" which expression shall mean and include unless it is repugnant to the context their respective heirs, legal representatives, administrators, executors, successors in interest, assignees, nominees and the like) in favour of The Metropolitan Commissioner, Ryderabad Metropolitan Development Authority (HMDA) called "THE MORTGAGEE" which expression shall unless excluded by or is repugnant to subject or context, include his successors in office and assigns. h nilgiri pstates For MODIFE MO CONSTRUC Partner Partner ĕ

#### Presentation Endorsement:

Presented in the Office of the Joint Sub-Registrar, Keesara along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 1355/- paid

between the hours of\_ and on the 12th day of AUG, 2016 by Sri Soham Modi Execution admitted by (Details of all Executants/Claimants under Sec 32A): Signature/Ink Thumb Impression Code Thumb Impression Photo GPA FOR PRESENTING
DOCUMENT REPBY
K.PRABHAKAR REDDY[R]M/S
NILGIRI ESTATES REPBY
SOHAM MODI
. SATISH MODI 1 MR O/O. 5-4-187/3 AND 4 III FLOOR, SOHAM MANSION M.G.ROAD, SEC-BAD 500 003. GPA FOR PRESENTING DO [1530-1-2016-7616] GPA FOR PRESENTING DOCUMENT REPBY K.PRABHAKAR REDDY[R]M/S 2 MR MODI AND MODI
CONSTRUCTIONS REPBY
SOHAM MODI
. SATISH MODI [1530-1-2016-7616]

Joint SubRegistrar9 S No 7616/2016 & Doct No Sheet 1 of 8





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 Nos. BB1- 127 to BB1 - 132 {Total No. of Plots. 6 (six) of BB1Type} admeasuring total extent of 627.30 Sq. mtrs (750.24) Sq.yds) 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 Group Housing Scheme layout (Gated Community) and form a new private street or road and building plots for residential purpose and in the land bearing Sy. Nos. 75 (P), 77 (P) to 79 (P), 96 (P) and 100/2 situated at Rampally Village, Keesara Mandal, Ranga Reddy District.

And whereas the mortgagee having accepted the same as sanctioned the layout plan in File No. 001839/MP2/Plg/HMDA/2013 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

MOULCONSTRUCTIONS

- 2. With water drain culverts wherever necessary.
- 3. Construction of all houses/units as per approved plan by HMDA.
- 4. Layout of under ground sewers along the roads of the layout and also construction of Septic tank as per ISI standards.
- 5. Providing water supply lines along with layout roads including street lights fresh underground cables
- 6. Providing Electrical lines along the layout roads including street lights fresh underground cables
- 7. 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.
- 8. Open spaces must be developed as a part with ornamental plants, water harvesting structure and a compound wall with ornamental grills.
- 9. 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.
- 10. No apartment permission will be given in a layout for independent residential houses.
- 11. The area for flats / apartments must be clearly specified and open spaces and other amenities have to be calculated in that pro-rata basis.
- 12. 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.

13. 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 HMDA.

Peru

O/O. 5-4-187/3 AND 4, III FLOOR, SOHAM MANSION, M.G.ROAD, SEC-BAD.

|       | ified by Witness:  | Photo  | Name & Address                  | Signature |
|-------|--|--|---------------------------------|-----------|
| SI No | Thumb Impression   | T months of the control of the contr |                                 |           |
| 1     |  | A. SAGAR::12/08/201<br>[1530-1-2016-7616]  | A. SAGAR<br>R/O KEESARA RR DIST | Journal   |
| 2     | Segregation of the segretary of the segr | M, ARJUN::12/08/2016<br>[1530-1-2016-7616]   | M. ARJÚN<br>R/O RAMANTHAPUR HYD | Ahr       |

12th day of August,2016

Signature of

Joint SybRegistrar9

| Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument. |                 |                            |           |      |                                |                     |       |
|--|-----------------|----------------------------|-----------|------|--------------------------------|---------------------|-------|
| Description  | In the Form of  |                            |           |      |                                |                     |       |
| of<br>Fee/Duty   | Stamp<br>Papers | Challan<br>u/S 41of IS Act | E-Challan | Cash | Stamp Duty<br>u/S 16 of IS act | DD/BC/<br>Pay Order | Total |
| Stamp Duty   | 100             | 0                          | 4900      | 0    | 0                              | 0                   | 5000  |
| Transfer Duty  | NA              | 0                          | 0         | 0    | , 0                            | 0                   | 0     |
| Reg. Fee   | NA              | 0                          | 1355      | 0    | 0                              | 0                   | 1355  |
| User Charges   | NA              | 0                          | 100       | 0    | 0                              | 0                   | 100   |
| Total  | 100             | 0                          | 6355      | 0    | 0                              | 0                   | 6455  |

Rs. 4900/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 1355/- towards Registration Fees on the chargeable value of Rs. 1350500/- was paid by the party through E-Challan/BC/Pay Order No ,292XA1110816 dated ,12-AUG-16 of SBH/KUSHAIGUDA HYDERABAD

### E-Challan Details Received from Bank :

(1). AMOUNT PAID: Rs. 6355/-, DATE: 12-AUG-16, BANK NAME: SBH, BRANCH NAME: KUSHAIGUDA HYDERABAD, BANK REFERENCE NO: 000820656, REMITTER NAME: PRABHAKAR REDDY K, EXECUTANT NAME: MODI AND MODI CONSTRUCTIONS NILGIRI , CLAIMANT NAME: THE METROPOLITAN COMMSSIONER HMDA) .

Date: 12th day of August,2016 Signature of Registering Officer

AD 35 750 800 800 1500 731

oint SubRegistra Office



# 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.
- 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 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.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. Total months where at any time in any court.

# SCHEDULE OF THE PROPERTY FOR PLOT NO. BB1-127

All that one plot bearing No. BB1 -127 admeasuring about 104.55 Sq. Mtrs OR 125.04 Sq.yds forming Sy. Nos. 75 (P), 77 (P) to 79 (P), 96 (P) and 100/2 situated at Rampally Village, Keesara Mandal, Ranga Reddy Dist., marked red in the plan annexed hereto, bounded on:

| NORTH BY: | 30' wide road |  |
|-----------|---------------|--|
| SOUTH BY: | Plot No. 128  |  |
| EAST BY:  | 30' wide road |  |
| WEST BY:  | Plot No. 144  |  |

Partings

Former

BK-1, CS No 7616/2016 & Doct No 15/46Registrar9 13/9/2016. Sheet 3 of 8 Joint SubRegistrar9 Keesara





#### SCHEDULE OF THE PROPERTY FOR PLOT NO. BB1 -128

All that one plot bearing No. BB1 -128 admeasuring about 104.55 Sq. Mtrs OR 125.04 Sq.yds forming Sy. Nos. 75 (P), 77 (P) to 79 (P), 96 (P) and 100/2 situated at Rampally Village, Keesara Mandal, Ranga Reddy Dist., marked red in the plan annexed hereto, bounded on:

| NORTH BY: | Plot No. 127  |  |
|-----------|---------------|--|
| SOUTH BY: | Plot No. 129  |  |
| EAST BY:  | 30' wide road |  |
| WEST BY:  | Plot No. 143  |  |

#### SCHEDULE OF THE PROPERTY FOR PLOT NO. BB1 -129

All that one plot bearing No. BB1 -129 admeasuring about 104.55 Sq. Mtrs OR 125.04 Sq.yds forming Sy. Nos. 75 (P), 77 (P) to 79 (P), 96 (P) and 100/2 situated at Rampally Village, Keesara Mandal, Ranga Reddy Dist., marked red in the plan annexed hereto, bounded on:

| NORTH BY: | Plot No. 128  |   |
|-----------|---------------|---|
| SOUTH BY: | Plot No. 130  | · |
| EAST BY:  | 30' wide road |   |
| WEST BY:  | Plot No. 142  |   |

#### SCHEDULE OF THE PROPERTY FOR PLOT NO. BB1-130

All that one plot bearing No. BB1 -130 admeasuring about 104.55 Sq. Mtrs OR 125.04 Sq.yds forming Sy. Nos. 75 (P), 77 (P) to 79 (P), 96 (P) and 100/2 situated at Rampally Village, Keesara Mandal, Ranga Reddy Dist., marked red in the plan annexed hereto, bounded on:

| NORTH BY: | Plot No. 129  |   |
|-----------|---------------|---|
| SOUTH BY: | Plot No. 131  |   |
| EAST BY:  | 30' wide road |   |
| WEST BY:  | Plot No. 141  | · |

#### SCHEDULE OF THE PROPERTY FOR PLOT NO. BB1-131

All that one plot bearing No. BB1 -131 admeasuring about 104.55 Sq. Mtrs OR 125.04 Sq.yds forming Sy. Nos. 75 (P), 77 (P) to 79 (P), 96 (P) and 100/2 situated at Rampally Village, Keesara Mandal, Ranga Reddy Dist., marked red in the plan annexed hereto, bounded on:

| NORTH BY: | Plot No. 130 |
|-----------|--------------|
| SOUTH BY: | Plot No. 132 |
| EAST BY:  | 30'wide road |
| WEST BY:  | Plot No. 140 |

Former

Partner

Bk-1, CS No 7616/2016 & Doct No (AubRegistrar9)





# SCHEDULE OF THE PROPERTY FOR PLOT NO . BB1-132

All that one plot bearing No. BB1 -132 admeasuring about 104.55 Sq. Mtrs OR 125.04 Sq.yds forming Sy. Nos. 75 (P), 77 (P) to 79 (P), 96 (P) and 100/2 situated at Rampally Village, Keesara Mandal, Ranga Reddy Dist., marked red in the plan annexed hereto, bounded on:

| NORTH BY: | Plot No. 131  |  |
|-----------|---------------|--|
| SOUTH BY: | Plot No. 133  |  |
| EAST BY:  | 30' wide road |  |
| WEST BY:  | Plot No. 139  |  |

In witness whereof the said mortgagor herein to set his hand on-the day and the year first above written. For MODI

BOY IN

Witnesses:

1. Jean 2. April

Signature of the Mortgagor

BK-4, CS No 7616/2016 & Doct No SynBegistrar9

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REGISTRATION PLAN OF MORTGAGE DEED SHOWING MORTGAGED PLOTS OF BB1- 127, BB1 -128, BB1-129, BB1-130, BB1-131 & BB1-132 IN THE PROPOSED GATED COMMUNITY LAY-OUT CUM GROUP HOUSING BEARING SURVEY NOs. 75, 77, 78, 79, 96 & 100/2 SITUATED AT RAMPALLY VILLAGE KEESARA MANDAL, RANGA REDDY DISTRICT. MORTGAGER: MODI AND MODI CONSTRUCTIONS AND NILGIRI ESTATES BOTH REPRESENTED BY ITS' MANAGING PARTNER SHRI. SOHAM MODI S/O. LATE. SHRI. SATISH MODI MORTGAGEE: METROPOLITAN COMMISSIONER, HYDERABAD METROPOLITAN DEVELOPMENT **AUTHORITY** REFERENCE: **EXCL:** SCALE: INCL: 627.30 SQ.MTRS OR 750.24 SQ.YDS SQ.FT AREA: TOPPA 123 7176-881 ~gr L 124 TV76-881 0 125 TYPE-DR 764 <u>...</u> <sub>™જ</sub>ાL ~~\ 764 , regard 79°™ 3 705 MORTGAGED PLOTS ForMODI & MODI CONST For INGIRI ESTAT SIG. OF THE MORTGAGER Partnell

BK-1, CS No 7616/2016 & Doct No / SubRegistrar9





# 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

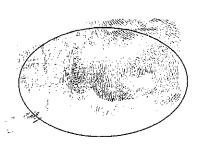
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





VENDOR: / MORTGAGER:

M/S. NILGIRI ESTATES &
M/S. MODI & MODI CONSTRUCTIONS,
HAVING ITS OFFICE AT 5-4-187/3 & 4
III FLOOR, SOHAM MANSION, M. G. ROAD
SECUNDERABAD, REP. BY ITS PARTNER
M/S. MODI HOUSING PVT. LTD. REP BY
AUTHORISED SIGNATORY
MR. SOHAM MODI
S/O. LATE SATISH MODI





GPA FOR PRESENTING DOCUMENTS:

VIDE GPA NO.59/BK-IV/2016 & SPA ATTESTED

VIDE POWER NO. 17/2016, DATED: 21.07.2016

AT SRO, SECUNDERABAD.

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD – 500 003.

SIGNATURE OF WITNESSES:

1 fem

2. Afring

Pertne

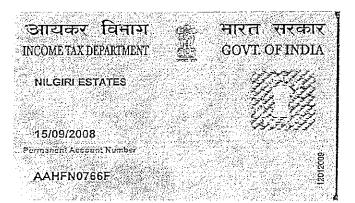
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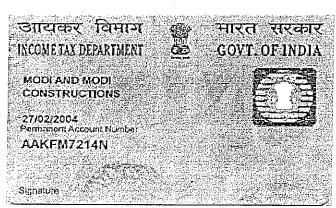
Bk-1,CS No 7616/2016 & Doct No / Los No 7616/2016 & Doct No / 2016. Sheet 7 of 8 Veesara Keesara

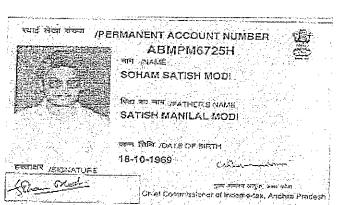




# MORTGOGER:



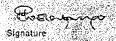




For Nilgiri Estates & Modi & Modi & Constructions

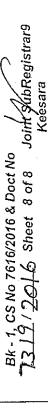
Authorised Rep. SOHAM MODI

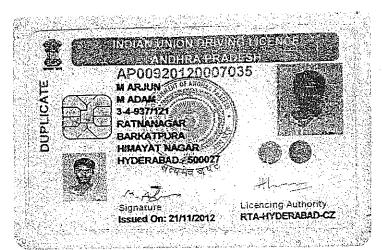
आयकर विभाग ्र INCOME TAX DEPARTMENT ्र PRABHAKAR REDDY K PADMA REDDY KANDI 15/01/1974 Permanent Account Number AWSPP8104E





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