

SCANNED

Doc No: 1003/15



4/781

తెలంగాణ తెలంగాణ TELANGANA

Sl. No. 28, Date: 05.02.2015, Rs.100/-
Sold to: L. RAMACHARYULU S/o. L. RAGHAVENDRA RAO
WHOM: MODI & MODI CONSTRUCTIONS & OTHERS

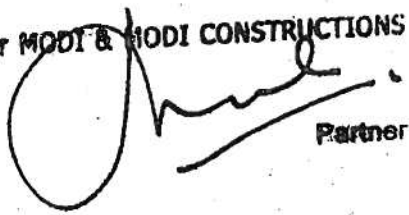
A 304003
M. Jyothi

M. JYOTHI LAXMI
Licenced Stamp Vendor
SVL No:59/95, R.L.No.16-06-010/201
Shop No.1, H.No.1-1-149, 62/F
Garden Lodge Building,
St. Mary's Road, SECUNDERABAD
Phone No:9248371455

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

This deed of simple mortgage is made and executed at Hyderabad on this the 10th day of February Two thousand and Fifteen 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 and represented by its Managing Partner Shri. Soham Modi S/o. Shri. Satish Modi aged about 44 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 Hyderabad 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.

For MODI & MODI CONSTRUCTIONS


Partner

For NILGIRI ESTATES


Managing Partner



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Signature of Joint SubRegistrar
Keesara

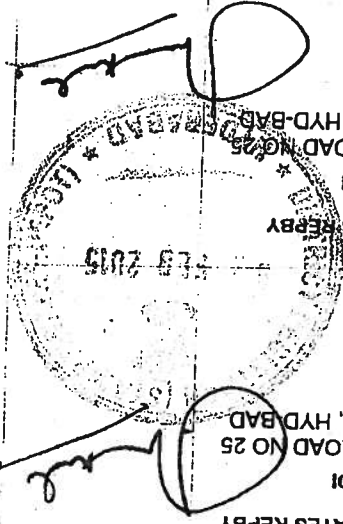
24th day of February, 2015

| SI No | Thumb Impression | Photo | Name & Address | Signature |
|-------|------------------|-------|---|-----------|
| 2 | | | B. SHEKAPPA R/O 5-4-187/3ANDA SOHAM MANSION MG ROAD SECBAD | |
| 1 | | | K. PRABHAKAR REDDY H NO 5-4-187/3ANDA MG ROAD SECBAD | |

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1003/12015. Sheet 1 of 6
Joint SubRegistrar
Keesara

| SI No | Code | Thumb Impression | Photo | Address | Signature/ink |
|-------|------|------------------|-------|--|---------------|
| 2 | MR | | | M/S MODI & MODI CONSTRUCTIONS REPLY S/O. SATISH MODI SOHAM MODI R/O.P.NO 280 ROAD NO.25 JUBILEE HILLS,, HYD-BAD 500 034. | |
| 1 | MR | | | M/S NILGIRI ESTATES REPLY S/O. SATISH MODI SOHAM MODI R/O.P.NO.280 ROAD NO 25 JUBILEE HILLS,, HYD-BAD 500 034. | |

Execution admitted by (Details of all Executants/Claimants under Sec 32A):
day of FEB, 2015 by Sri Soham Mansion
fee of Rs. 875/- paid between the hours of _____ and _____ on the 10th
& Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and
Presented in the Office of the Joint Sub-Registrar, Keesara along with the Photographs
Presentation Endorsement:



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. A 34 to A 37 (Total No. of Plots 4 (four of A Type) admeasuring total extent of 585.28 Sq. mtrs (700 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
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 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 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.
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.

For MODI & MODI CONSTRUCTIONS

Partner

For NILGIRI ESTATES

Managing Partner



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John SubRegistrar Keesara

ಸಾರ್ವಜನಿಕ ದಾಖಲೆ ಸಂಖ್ಯೆ 1530/100 S/2015
 ದಾಖಲೆ ಸಂಖ್ಯೆ 2015/2015 (ಆ.ಸ. 1936) ನಂ. 100 S
 ಸಾರ್ವಜನಿಕ ದಾಖಲೆ ಸಂಖ್ಯೆ 1530/100 S/2015
 M.Y. RAHMAN
 Sub-Registrar
 Keesara

Endorsement:

In the Form of

| Description of Fee/Duty | Stamp Papers | Challan u/s 41 of IS Act | Cash | Stamp Duty u/s 16 of IS act | DD/BCL Pay Order | Total | |
|-------------------------|--------------|--------------------------|------|-----------------------------|------------------|-------|--|
| | | | | | | | |
| Stamp Duty | 100 | 4900 | 0 | 0 | 0 | 5000 | |
| Transfer Duty | NA | 0 | 0 | 0 | 0 | 0 | |
| Reg. Fee | NA | 875 | 0 | 0 | 0 | 875 | |
| User Charges | NA | 100 | 0 | 0 | 0 | 100 | |
| Total | 100 | 5875 | 0 | 0 | 0 | 5975 | |

Rs. 4900/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 875/- towards Registration Fees on the chargeable value of Rs. 875000/- was paid by the party through Challan/BC/Pay Order No ,44622 dated ,10-FEB-15.

Date 24th day of February, 2015

Signature of Registering Officer Keesara

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 HMDA.

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 para 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 redumtion 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.
- 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.

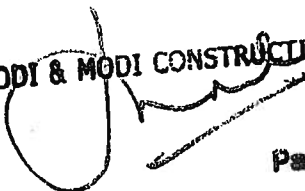
The terms and conditions of this deed are binding and shall continue to be binding on the mortgagor, his heirs, successors in interest, right as well as a title and ownership and none of them shall entitled to question the correctness or the genuineness of the terms and conditions of this deed any where at any time in any court.

SCHEDULE OF THE PROPERTY - I

All that one plot bearing No. A 34 admeasuring about 146.32 Sq. Mtrs OR 175 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. 35 Type A |
| SOUTH BY: | Plot No. 33 Type A |
| EAST BY: | 9'.00 mtrs (30 ft) wide road |
| WEST BY: | Plot No. 41 Type A |

For MODI & MODI CONSTRUCTIONS


Partner

FOI NILGURI ESTATES


Managing Partner



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Keesara

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SCHEDULE OF THE PROPERTY - II

All that one plot bearing No. A 35 admeasuring about 146.32 Sq. Mtrs OR 175 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. 36 Type A |
| SOUTH BY: | Plot No. 34 Type A |
| EAST BY: | 9'.00 mtrs (30 ft) wide road. |
| WEST BY: | Plot No. 40 Type A |

SCHEDULE OF THE PROPERTY - III

All that one plot bearing No. A 36 admeasuring about 146.32 Sq. Mtrs OR 175 Sq.yds forming Sy. Nos. 75 (P), 77 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. 37 Type A |
| SOUTH BY: | Plot No. 35 of Type A |
| EAST BY: | 9'.00 mtrs (30 ft) wide road. |
| WEST BY: | Plot No. 39 of Type A |

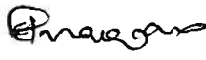

SCHEDULE OF THE PROPERTY - IV

All that one plot bearing No. A 37 admeasuring about 146.32 Sq. Mtrs OR 175 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:

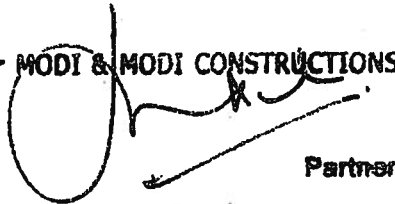
| | |
|------------------|-------------------------------|
| NORTH BY: | Plot No. 81 of LIG/EWS |
| SOUTH BY: | Plot No. 36 of Type A |
| EAST BY: | 9'.00 mtrs (30 ft) wide road. |
| WEST BY: | Plot No. 38 of Type A |

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

Witnesses:

1. 
2. 

For MODI & MODI CONSTRUCTIONS


Partner

For NILGIRI ESTATES


Managing Partner

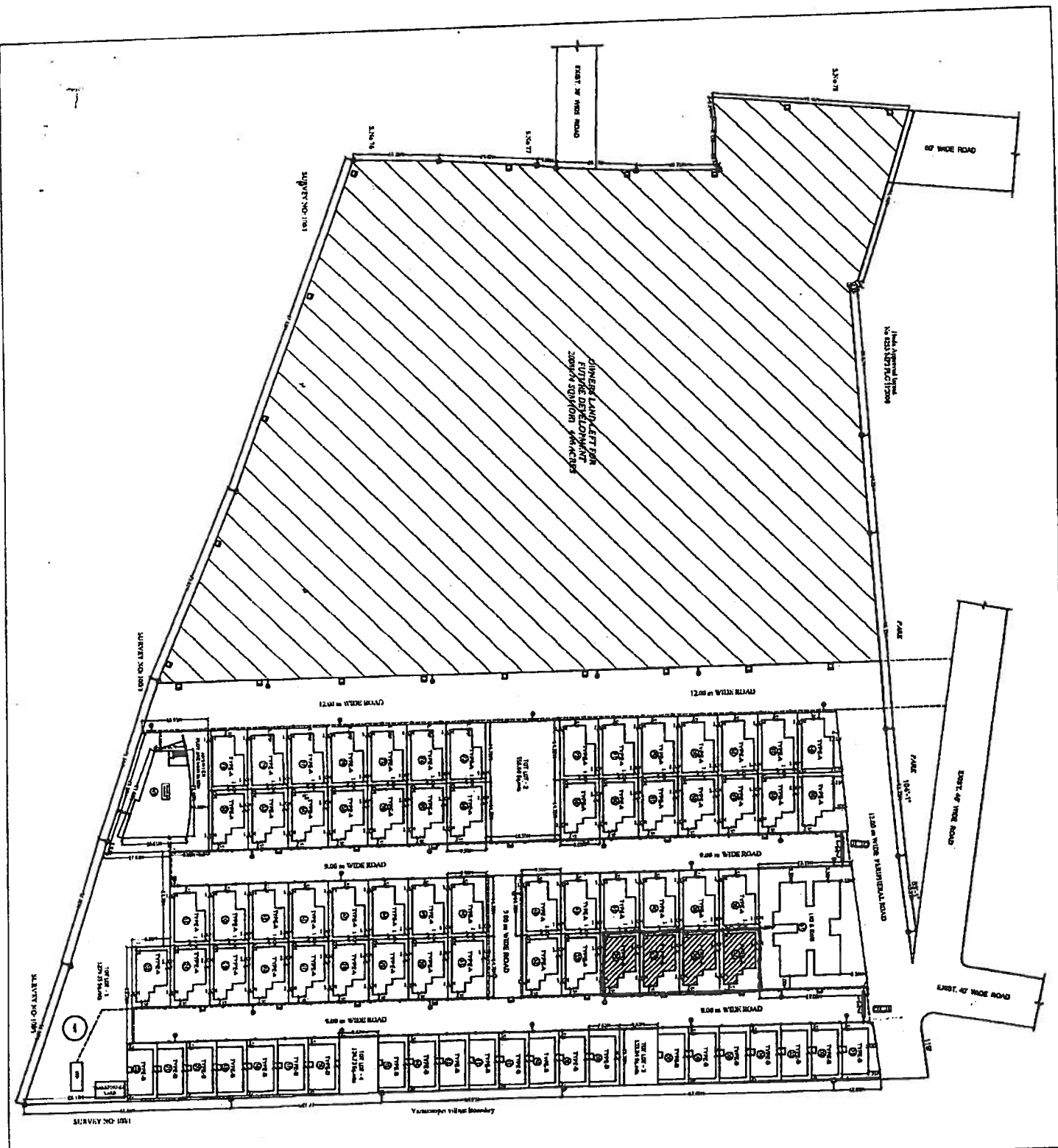
Signature of the Mortgagor



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Keesara

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PLAN SHOWING THE MORTGAGED PLOTS IN THE PROPOSED LAYOUT CUM GATED COMMUNITY GROUP HOUSING SCHEME IN SY.NO. : 75, 77, 78, 79, 86 & 100/2 OF RAMPALLY VILLAGE, KEESARA MANDAL, R.R. DIST.

BELONGS TO :

M/s. MODI & MODI CONSTRUCTIONS & M/s. NILGIRI ESTATES. BOTH REPRESENTED BY ITS MANAGING PARTNER : SRI. SOHAM MODI / S/O SRI. SATISH MODI

AREAS STATEMENTS

TOTAL LAND AREA : 4,073.80 SQM (OR) 10.15 ACRES
 LAND FOR FUTURE DEVELOPMENT : 20081.74 SQM (OR) 4.98 ACRES
 NET LAND AREA : 20894.08 SQM (OR) 5.19 ACRES.

MORTGAGE PLOT NOS.:

A-TYPE - 34, 35, 36 & 37 (4 PLOTS)
 MORTGAGED PLOTTED AREA : 888.28 SQ.MTRS (OR) 700.00 SQ YDS

OWNER'S SIGNATURE :

DR. NILGIRI ESTATES
 Managing Partner

Mr. SOHAM MODI
 Managing Partner

Builder's Signature : (Regn.No.)

For MODI & MODI CONSTRUCTIONS
 Partner

Builder License No. BD/1171/08





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VENDOR: cum mortgagor:



PERMANENT ACCOUNT NUMBER
AE8PM6725H

नाम NAME
SOHAM SATISH MODI

पिता या माता FATHER'S NAME
SATISH MANILAL MODI

जन्म तिथि DATE OF BIRTH
12-10-1969

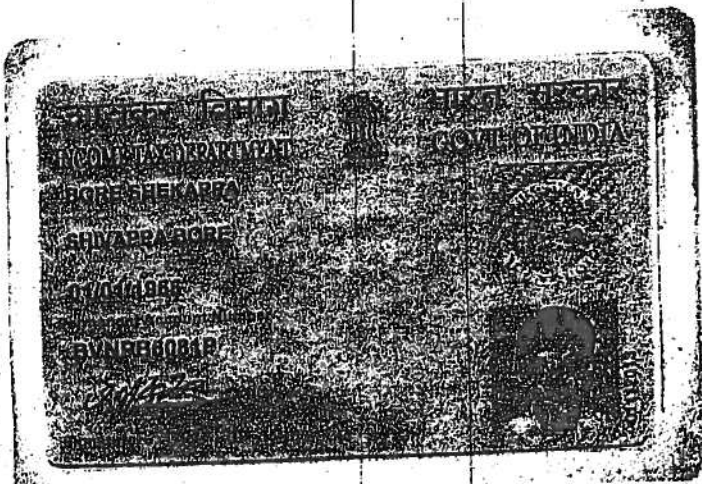
हस्ताक्षर SIGNATURE
[Signature]

मुख्य आयकर अधिकारी
 Chief Commissioner of Income-tax, Andhra Pradesh

For MODI & MODI CONSTRUCTIONS
[Signature]
 Partner



[Signature]





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Keesara

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00YY 33414167

**GOVERNMENT OF TELANGANA
REGISTRATION AND STAMPS DEPARTMENT
STATEMENT OF ENCUMBRANCE ON PROPERTY**

App No : 833812

MeeSeva App No : ECM021501479197

Date : 03-Mar-15

Statement No : 9768420

Sri/Smt.: PRABHAKAR : having searched for a statement giving particulars of registered acts and encumbrances if any in respect of the under mentioned property
VILLAGE: RAMPALLE, Survey No : 75/P,77/P,78/P,79/P,96/P,100/2, Plot No : ,34/A, East: 9.00 MTR (30 FT) WIDE ROAD West: PLOT NO 41 TYPE A South: PLOT NO 33 TYPE A North: PLOT NO 3 TYPE A

A search is made in the records of SRO(s) of KEESARA relating there to for a years from 01-10-2007 To 02-03-2015 for acts and encumbrances affecting the said property and that on such search the following acts and encumbrances appear

| S.No | Description of property | Reg. Date Exec. Date | Nature & Mkt. Value Con. Value | Name of Parties Executant (EX) & Claimants (CL) | Vol/Pg No CD A Doc/No/Year (Schedule No) |
|------|---|--|--|---|--|
| 1 | VILL/COL: RAMPALLE/RAMPALLY W-B: 0-0 SURVEY: 75/P-77/P-78/P-79/P-96/P-100/2 PLOT: 34/A EXTENT: 17580 Sq.Mtrs. Boundries: [N] PLOT NO 35 TYPE A [S] PLOT NO 33 TYPE A [E] 9.00 MTRS (30 FT) WIDE ROAD [W] PLOT NO 41 TYPE A 1530, | (R) 24-02-2015 (E) 10-02-2015 (P) 24-02-2015 | 0202 (Mortgage without Possession) Mkt. Value: Rs. 0 Cons. Value: Rs. 218750. | 1. (MR) M/S MODI & MODI CONSTRUCTIONS REBY SOHAM MODI 2. (MR) M/S NILGIRI ESTATES REBY SOHAM MODI 3. (ME) HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY (HMDA) | 0/D 1003/2015 [1] of SRO KEESARA |

Certified By

Name: MD YOUSUF UR RAHMAN
Designation: SUB REGISTRAR
SRO: KEESARA

Declaration by the Authorized Agent for Delivering the Electronic Services

I. ఈ కంప్యూటర్ సూద్రాణా ప్రతిలోని సమాచారము అధికృతమైన కంప్యూటర్ సిస్టమ్స్ సూచి నేను పొందిన అనంతర సమాచారానికి సంబంధించిన సకల అయ్య వున్నది. The computer output in the form of computer printouts attached herewith is the correct representation of its original as contained in the computer systems accessed by me for providing the service.

II. ఈ కంప్యూటర్ సూద్రాణా ప్రతిలోని సమాచారము నియోగించబడిన అధికృతమైన కంప్యూటర్ సిస్టమ్స్ సూచి క్రమబద్ధమైన పద్ధతిలో సకరించబడినది. The information contained in the computer printouts has been produced from the aforesaid computer systems during the period over which the computer was used regularly.

III. ఈ కంప్యూటర్ సూద్రాణా ప్రతిలోని సమాచారము కంప్యూటర్ సిస్టమ్స్లో క్రమమైన పద్ధతిలో సమూహ నియమింపబడినది. During the said period, information of the kind contained in the computer printout was regularly recorded by the aforesaid computer systems in the ordinary course of the activities.

IV. ఈ కంప్యూటర్ సూద్రాణా ప్రతిలోని సమాచార ఫలసూచనలలో కంప్యూటర్ సిస్టమ్స్ సర్గా నివేదికలున్నవి మరియు సదయ కంప్యూటర్ సిస్టమ్స్లో అన్ని ఎలక్ట్రానిక్ రికార్డుల యధాశీలక ప్రభావితం చేసి వినిపించినవి నిర్మూలన సమస్యలు లేవు. Throughout the material part of the said period, the computer was operating properly, and there have been no such operational problems that affect the accuracy of the electronic record contained in the aforesaid computer systems.

పైన పేర్కొన్న విషయాలు నాకు తెలిసినంత వరకు మరియు నా విశ్వాసంపై ఆధారపడినవి. The matter stated above is correct to the best of my knowledge and belief.


Signature

MANAGER
D. CEVA / A. J. LUNTA
సీల్
Seal