

Q No: 179

166/06

P 9/06

Acno: 189

100 Rs.

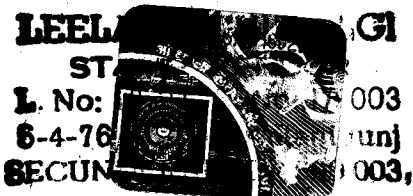


SCANNED

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

08AA 984225

s. No. 11079 Date 15/01/25 Rs. 100/-



Sold to mehta and modi; Homes

S/o _____

For Whom Self

AGREEMENT & DEED OF MORTGAGE

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

This deed of simple mortgage executed on this day 4th of January Two Thousand and ~~Six~~ year between M/s. **MEHTA & MODI HOMES**, having its registered office 5-4-187/3 & 4, III Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented its Managing Partner Mr. Soham Modi, Son of Shri Satish Modi, aged about 36 years, Occupation: Business, resident of Plot No.280, Road No.25, Jubilee Hills, 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 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. 27, 28 and 51 to 60 (Total No. of Plots 12 (Twelve) admeasuring total extent of 4,394 Sq. Yards, 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 layout and form a new private street or road and building plots for residential purposes and in the land bearing Sy.No. 291 (P) situated Cherlapally Village, Ghatkesar Mandal, Ranga Reddy Dist..

For Mehta and Modi Homes

John Modi
Partner

M. Jada

And whereas the mortgagee having accepted the same as sanctioned the layout plan in File No. 10933/MP2/HUDA/2005 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 layout and also construction of Septic tank as per ISI standards.
4. Providing water supply lines along with layout roads and also construction of overhead tank wherever necessary.
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.
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.

For Mehta and Modi Homes


Partner

M. J. ...

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.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 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 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.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.27, 28, admeasuring about 612 Sq. Yards forming Survey No. 291 (P) Cherlapally Village, Ghatkesar Mandal, Ranga Reddy district, marked red in the plan annexed hereto, bounded on:

NORTH BY:	: Plot No.26 & 29
SOUTH BY:	: Proposed 40' Wide Road
EAST BY:	: Proposed 40' Wide Road
WEST BY:	: Proposed 40' Wide Road

For Mehta and Modi Homes'


Mehta and Modi Homes



SCHEDULE OF THE PROPERTY - II

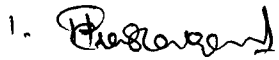
All that 10 (Ten) Plots bearing Nos. 51 to 60, admeasuring about 3,782. yards forming Survey No. 291 (P) Cherlapally Village, Ghatkesar Mandal, Ranga Reddy district, marked red in the plan annexed hereto, bounded on:

NORTH BY:	: Proposed 40' Wide Road
SOUTH BY:	: Existing 90" wide B.T road leading to Cherlapally Village
EAST BY:	: Proposed 40' Wide Road
WEST BY:	: Part of Sy. No. 291 and Road


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

In the presence of:

1) Witnesses:

1. 
(K. P. Reddy)

2) Witnesses:


(G. HANUMAN RAO)

Signature of the
Mortgagor

For Mehta and Modi Homes

Partner

M. J. ...

MORTGAGE DEED PLAN OF 12 PLOTS BEARING NOS. 27, 28 AND 51 TO 60

IN SURVEY NOS. 291 (PART)

CHERLAPALLY VILLAGE,

GHATKESAR

Mandal, R.R. Dist.

MORTGAGOR: M/S. MEHTA & MODI HOMES

REPRESENTED BY ITS MANAGING PARTNER SHRI SOHAM MODI

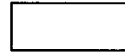
MORTGAGEE: HYDERABAD URBAN DEVELOPMENT AUTHORITY (HUDA)

REFERENCE:
AREA:

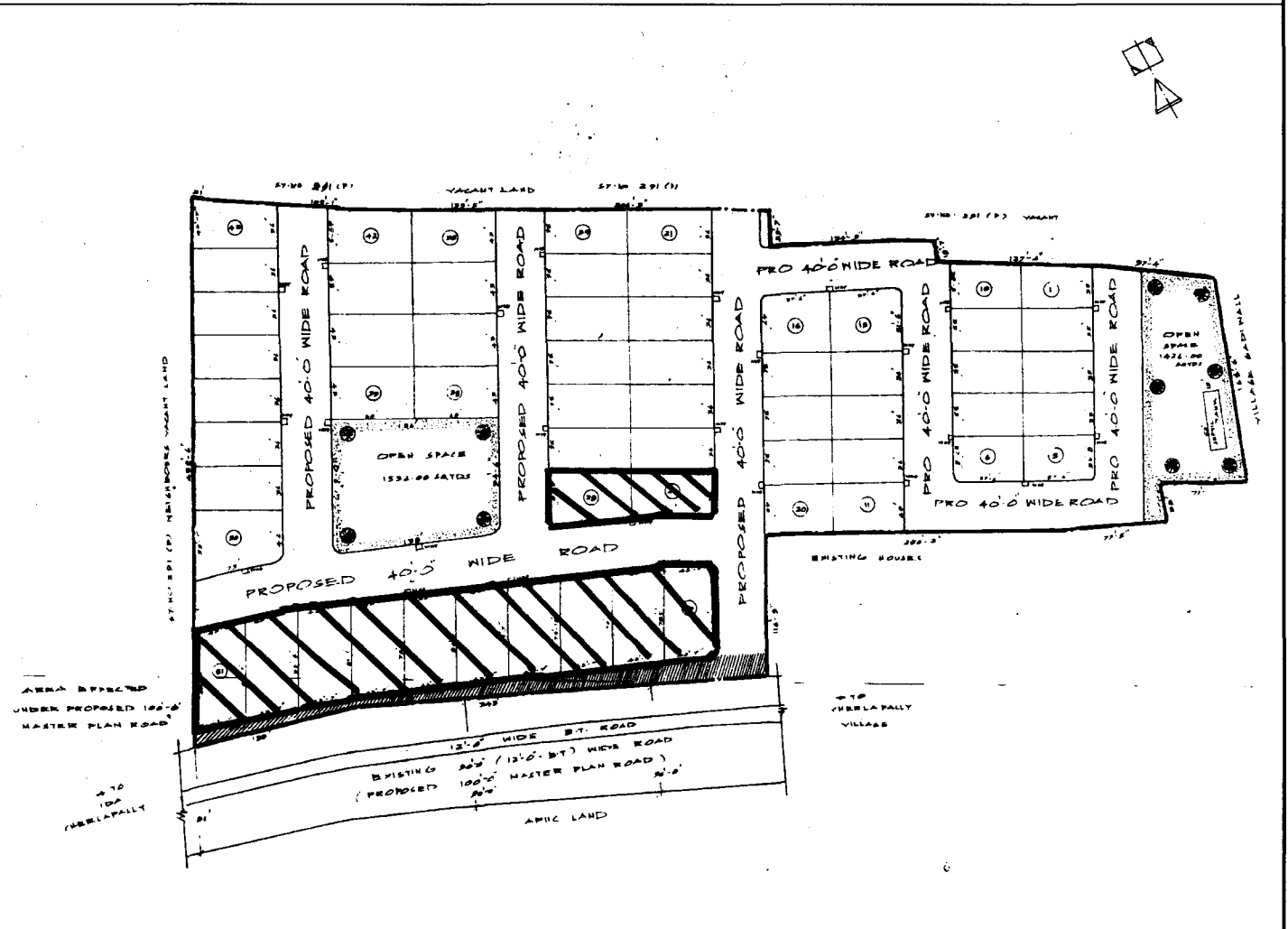
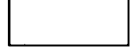
4,394

SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.



EXCL:



WITNESSES:

1. *(Signature)*
(K. P. Reddy)

2. *(Signature)*
(G. KANAKANAO)

For Mehta and Modi Homes

(Signature)
Partner

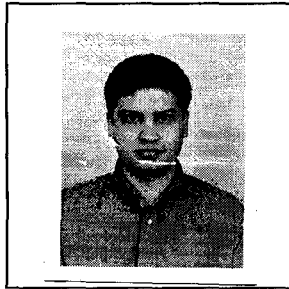
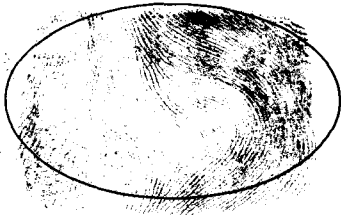
SIGNATURE OF THE MORTGAGOR

(Signature)

SIGNATURE OF THE MORTGAGEE

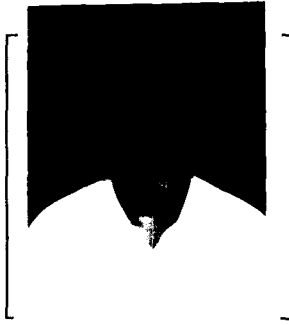
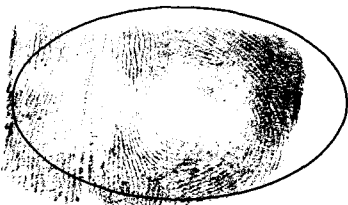
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL. NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
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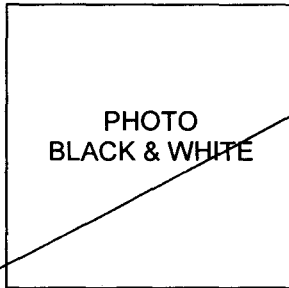
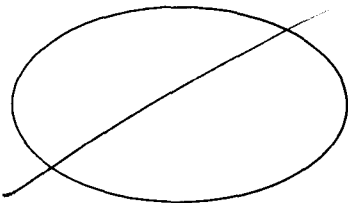
MORTGAGOR:

M/S. MEHTA & MODI HOMES
HAVING ITS OFFICE AT
5-4-187/3 & 4, III FLOOR, SOHAM MANSION,
M. G. ROAD, SECUNDERABAD – 500 003,
REPRESENTED ITS MANAGING PARTNER
SHRI SOHAM MODI, S/O. SHRI SATISH MODI.

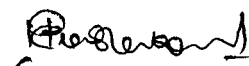
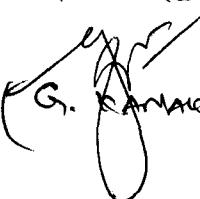


MORTGAGEE:

**HYDERABAD URBAN DEVELOPMENT
AUTHORITY**
REPRESENTED BY ITS AUTHORISED
SIGNATORY,
SHRI M. JANARDHAN RAO, A.P.O,
S/O. LATE SHIR M. SURYA NARAYANA RAO.



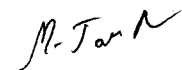
SIGNATURE OF WITNESSES:

1. 
(K. P. Reddy)
2. 
(G. KAMAL RAO)

For Mehta and Modi Homes


Partner

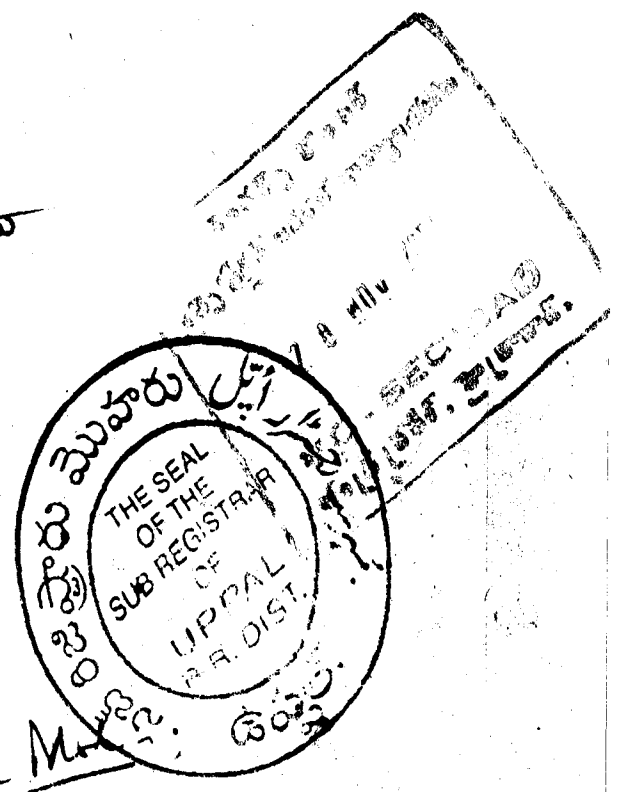
SIGNATURE OF EXECUTANT'S



1వ పుస్తకము 166 లోకం
 దస్తావేజాల మొత్తం కాగితముల
 సంఖ్య 6 ఈ కాగితపు వరుస
 సంఖ్య 1

సబ్-రిజిస్ట్రారు

200 వ సం... నెల... తేది
 192 వ.శ.శా... మాసము... తేది
 పగలు... మరియు... గంటల మధ్య
 ఉప్పల్ సబ్-రిజిస్ట్రారు అఫీసులో



శ్రీ. Soham Modi
 రిజిస్ట్రేషన్ చట్టము, 1908 లోని సెక్షన్ 32 ఎ-ను
 అనుసరించి సమర్పించవలసిన పోటోగ్రాఫులు
 మరియు వేలిముద్రలతో గుహ దాఖలుచేసి
 రుసుము రూ॥ 1000/- చెల్లించినారు.

Soham Modi

Receipt No. 1150 Dt. _____ Vide
 SBH, Habsiguda Branch, Sec'bad

ప్రాసెస్ యిచ్చినట్లు ఒప్పు కొన్నది.

ఎడమ బొటనవ్రేలు



ఎడమ చోటనవ్రేలు



నిరూపించినది.

Soham Modi

Soham modi s/o. Sathish modi, o/c: - Business
 Pl. Plot no. 280, Road No. 25, Jubilee Hills
 Hyderabad - 500024.

M. Jandhan

M. Janardhan Rao, s/o. Late M. Surya Narayan
 Rao, o/c: - Govt Service, A.P.O, Huda, Hanamkonda
 (C) 1-8-323, Paiga Plaza, Police Lines, Sec'bad

① Prakash

(K. Prakash Rao s/o. K. R. Reddy o/c: Sec
 (C) 5-4-187/344, M. G. Road, Sec'bad.

Prakash

(G. Kanaka Rao s/o. G. Subba Rao,
 o/c: service (C) 5-4-187/344, M. G. Road, Sec'bad

200 వ. సం... నెల... తేది
 192 వ. శా. శా... మాసం... తేది

Soham Modi
 సబ్-రిజిస్ట్రారు

1వ పుస్తకము..166/06
 దస్తావేజుల మొత్తం కాగితముల
 సంఖ్య...6...ఈ కాగితపు వరుస
 సంఖ్య...2.....

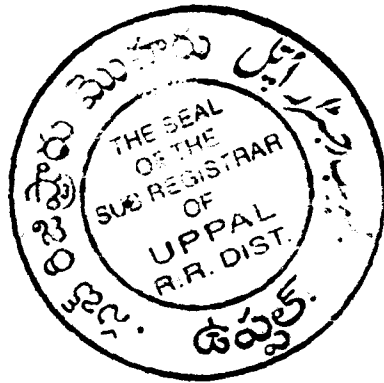
సబ్-రిజిస్ట్రారు

Under Section 42 of Act 7 of 1897
 No. 166 of 2006 Date 4/1/06


I hereby certify that the proper deficit
 stamp duty of Rs. 21870/- Rupees Twentyone thousand -
 eight hundred seventy only,
 has been levied in respect of this instrument
 from Sri. Soham Redi
 on the basis of the agreed Market Value
 consideration of Rs. 2197000/- being
 higher than the consideration agreed Market
 Value.

S.R.O. Uppal
 Dated 4/1/06

[Signature]
 Sub Registrar
 and Collector U.S. 4184
 INDIAN STAMP ACT

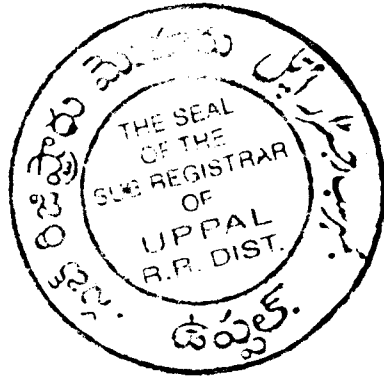


1 వ పుస్తకము సం॥ (శా.క) పు...166/06
దస్తావేజాల మొత్తం కాగితముల
సంఖ్య...6...ఈ కాగితపు వరుస
సంఖ్య...3.....


సబ్-రిజిస్ట్రారు

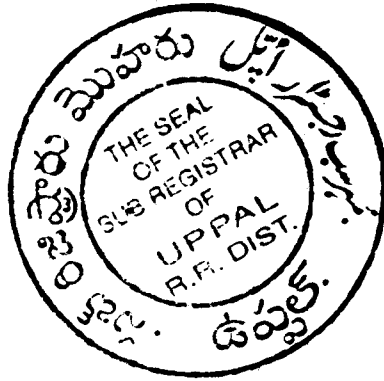
1 వ పుస్తకము సం॥ (శా.క) పు...166/06
నింబరుగా రిజిస్టరు చేయబడి స్కానింగు నిమిత్తం
గుర్తింపు నింబరు...166...1-2006...వ్యవహారం
2006 సం॥...నెల...4.....తేది


రిజిస్ట్రారు



1 వ పుస్తకము.. 16/6/1966.. సంగం
దస్తావేజాల మొత్తం కాగితముల
సంఖ్య..... 6..... ఈ కాగితపు వరుస
సంఖ్య..... 9.....

సబ్-రిజిస్ట్రారు



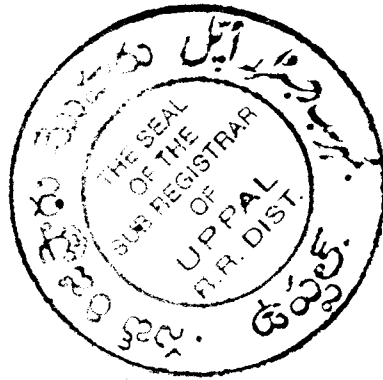
1 వ పుస్తకము! 66/106 నంబర్

దస్తావేజుల మొత్తం కాగితముల

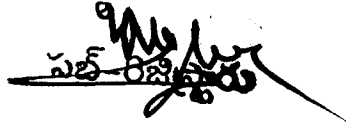
సంఖ్య... 6... ఈ కాగితపు వరుస

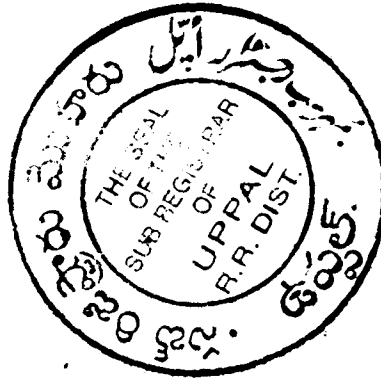
సంఖ్య... 5.....

[Handwritten signature]
సబ్ రిజిస్ట్రార్



1 వ పుస్తకము (దీని) సంగ్రహ
దస్తావేజాల మొత్తం కాగితముల
సంఖ్య... ౬... ఈ కాగితపు వరుస
సంఖ్య... ౬.....

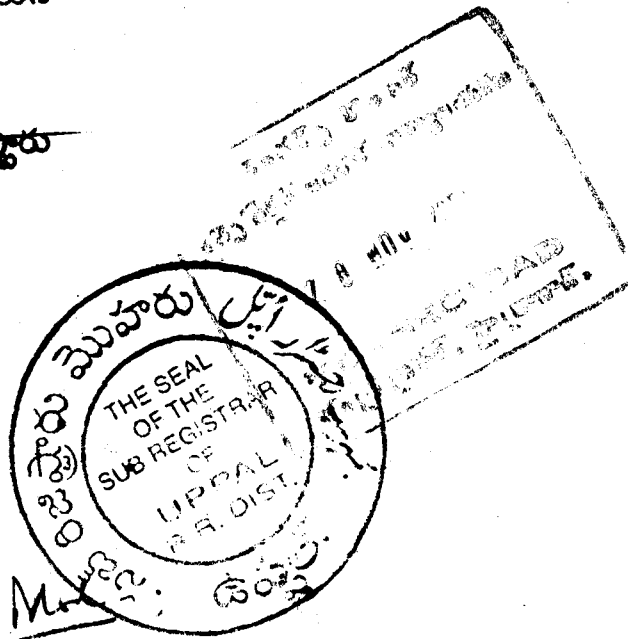

సబ్ రిజిస్ట్రారు



1వ పుస్తకము 166/107 నంబరు
 దస్తావేజాల మొత్తం కాగితముల
 సంఖ్య... ఈ కాగితపు వరుస
 సంఖ్య.....

200 వ సం||...నెల...తేది
 192 వ.శ.శా..జి...మాసము...తేది
 పగలు...మరియు...గంటల మధ్య
 ఉప్పల్ సబ్-రిజిస్ట్రారు అఫీసులో

సబ్-రిజిస్ట్రారు



శ్రీ. Soham Modi
 రిజిస్ట్రేషన్ చట్టము, 1908 లోని సెక్షన్ 32 ఎ-ను
 అనుసరించి సమర్పించవలసిన పోట్ గ్రాఫులు
 మరియు వేలిముద్రలతో గ్రహ దాఖలు చేసి
 రుసుము రూ|| 1000/- చెల్లించినారు.

[Signature]

Receipt No. Dt. Vide
 SBH, Habsiguda Branch, Sec'bad

ప్రాసి యిచ్చినట్లు ఒప్పు కొన్నది.
 ఎడమ బ్రౌణవ్రేలు



ఎడమ బ్రౌణవ్రేలు



నిరూపించినది.

[Signature]

Soham modi s/o. Sohash modi, occ: - Business
 Pl. Plot no. 280, Road No. 25, Jubilee Hills
 Hyderabad - 024.

[Signature]

M. Janardhan Rao, s/o Late m. Shriya Narayana
 Rao, occ: - Govt Service, A.P.O, Huda, having
 1-8-323, Panga Plaza, Police Lines, Sec'bad

① *[Signature]*

(K. Pre Shaker Reddy s/o. K. R. Reddy occ: Service
 5-u-187/344, M.G. Road, Sec'bad.

② *[Signature]*

(G. Kanaka Rao s/o. G. Subba Rao,
 occ: service 5-u-187/344, M.G. Road, Sec'bad

200 వ. సం||...నెల...తేది
 192 వ.శ.శా..జి...మాసం...తేది

[Signature]
 సబ్-రిజిస్ట్రారు