

C.S No 12805

DOCT No 12773/2007

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ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

L. G. Chimalgi
 H 385489
LEELA G CHIMALGI
 STAMP VENDOR
 N. 02/009
 5-4-76/A. (Older Rangun)
 SECUNDERABAD-500 003

24/3/07
 100/-
 Sold to C. Venkatesh
 By G. R. Rao
 For Mehta and Modi Homes

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 17 November Two Thousand Seven year between **M/s. Mehta & Modi Homes & Others** 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, 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 hereinafter 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 here up to and there on Plot Nos. 314, 315, 316 and 317 (Total No. of Plots 4 (Four) admeasuring total, extent of **1081.30 Sq yds** shown with boundaries thereof colored 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. 31, 40 (P), 41 (P), 42, 44, 45 & 55 situated Chinna Cherlapally Village, Ghatkesar Mandal, Ranga Reddy Dist.

For Mehta and Modi Homes

[Signature]
 Partner

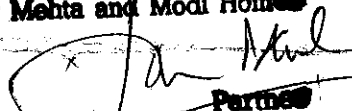
And whereas the Mortgagee having accepted the same as sanctioned the layout plan in file No.2698/MP2/Plg/HUDA/2007 subject to the following conditions that the following works as per specifications appended will be completed by the Mortgagor within One year from the date of release of approved layout.

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.

For Mehta and Modi Homes


Partner

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 think fit 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.
- 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.

The Market Value of the Property is. 15 Lk. 000/-

SCHEDULE OF THE PROPERTY -I

All that 2 (Two) plots bearing Nos. 314 & 315 admeasuring about 384.66 Sq. yds forming part of Survey Nos. 31, 40 (P), 41 (P), 42, 44, 45 & 55 situated Chinna Cherlapally Village, Ghatkesar Mandal, Ranga Reddy Dist, marked red in the plan annexed hereto, bounded on:

| | |
|-----------------|-----------------------|
| NORTH BY | : Plot No. 313 |
| SOUTH BY | : 30' wide road |
| EAST BY | : Commercial Area - I |
| WEST BY | : 30' wide road |

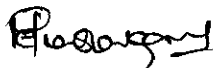
SCHEDULE OF THE PROPERTY -II

All that 2 (Two) plots bearing Nos. 316 & 317 admeasuring about 696.64 Sq. yds forming part of Survey Nos. 31, 40 (P), 41 (P), 42, 44, 45 & 55 situated Chinna Cherlapally Village, Ghatkesar Mandal, Ranga Reddy Dist marked red in the plan annexed hereto, bounded on:

| | |
|-----------------|-------------------------------|
| NORTH BY | : 30' wide road |
| SOUTH BY | : Green Belt and 4' wide Nala |
| 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. 

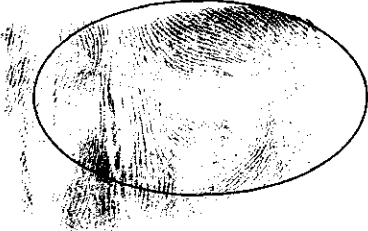
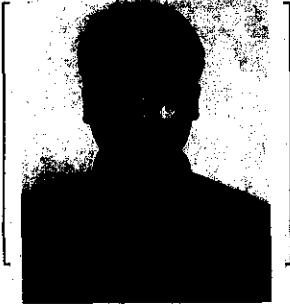
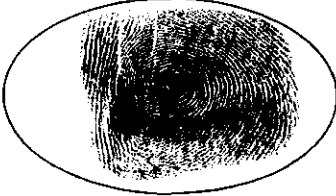
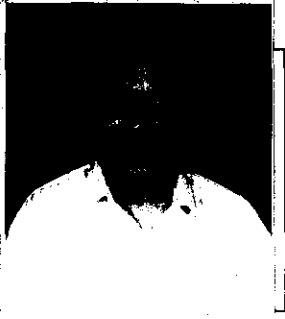
2. 

For Mehta and Modi Homes

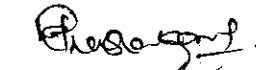

Partner


Signature of the Mortgagor

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

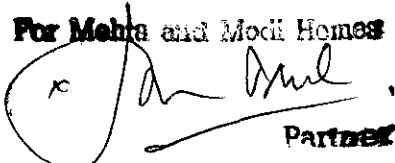
| SL.NO. | FINGER PRINT IN BLACK (LEFT THUMB) | PASSPORT SIZE PHOTOGRAPH BLACK & WHITE | NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER |
|--------|--|--|--|
| |  |  | <p><u>MORTGAGOR</u></p> <p>M/S. MEHTA & MODI HOMES, HAVING ITS OFFICE AT 5-4-187/3 & 4 2ND FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD – 500 003 REP. BY ITS PARTNER.</p> <p>1. MR. SOHAM MODI S/O. MR. SATISH MODI</p> |
| |  |  | <p><u>MORTGAGEE:</u></p> <p>1. M/S. HYDERABAD URBAN DEVELOPMENT AUTHORITY (HUDA) REP. BY AUTHORISED SIGNATORY MR. YADAGIRI RAO S/O. MR. YELLAMAIAH</p> |

SIGNATURE OF WITNESSES:

1. 

2. 

For Mehta and Modi Homes



Partner

SIGNATURE OF EXECUTANTS

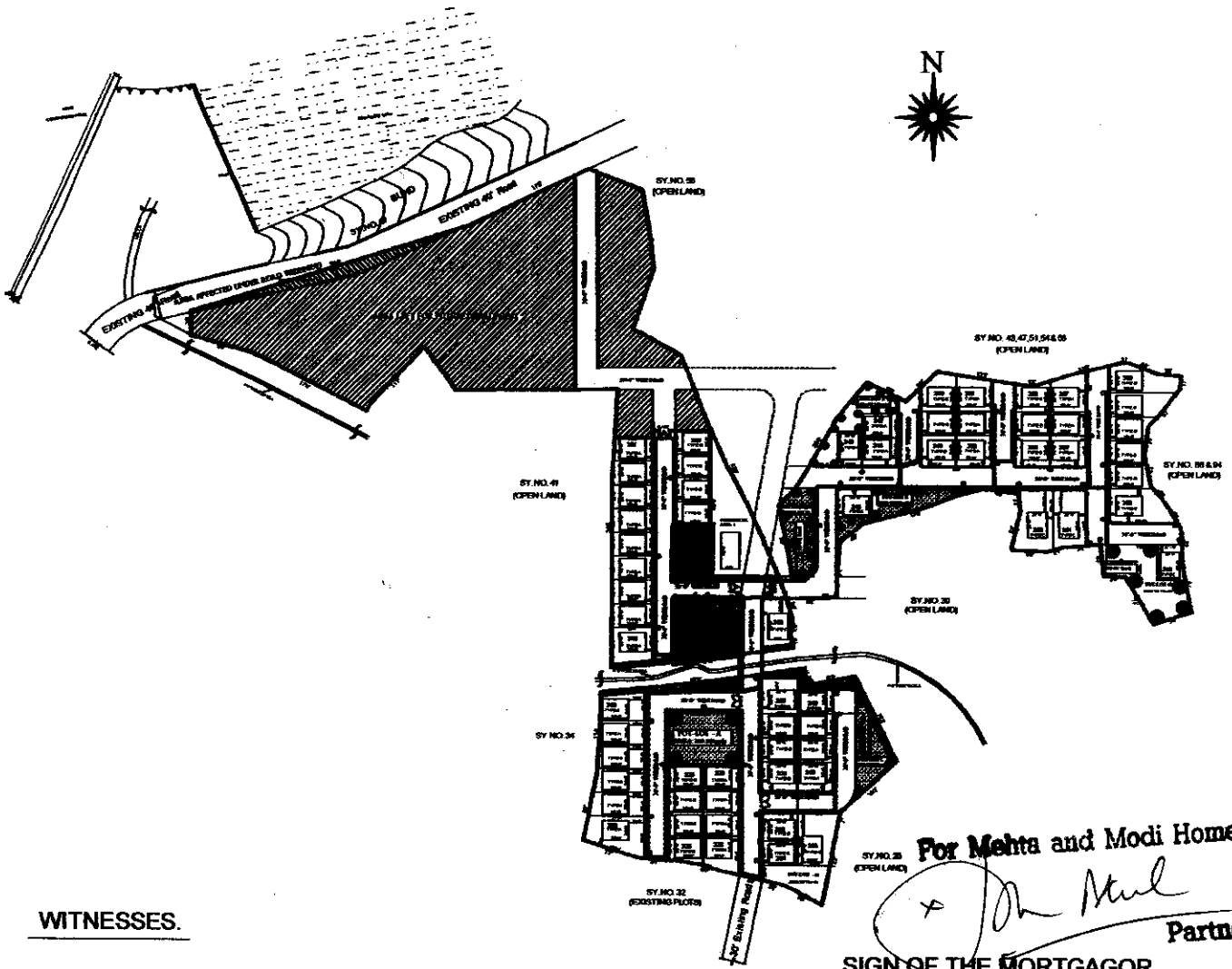
MORTGAGE DEED OF PLAN OF 4 (FOUR) PLOTS BEARING NO'S. 314, 315, 316 & 317
IN SY.NO'S. 31, 40 (P), 41 (P), 42, 44, 45 & 55 OF CHINNA CHERLAPALLY VILLAGE, GHATKESAR MANDAL,
R.R DISTRICT.

MORTGAGOR : MEHTA & MODI HOMES & OTHERS.

REPRESENTED BY ITS MANAGING PARTNER SHRI.SOHAM MODI.

MORTGAGEE : HYDERABAD URBAN DEVELOPMENT AUTHORITY (HUDA).

AREA :1081.30 SQ.YDS.



WITNESSES.

- 1.
- 2.

For Mehta and Modi Homes

Partner
SIGN OF THE MORTGAGOR.

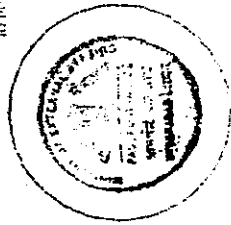
SIGN OF THE MORTGAGEE.



भारत गणराज्य REPUBLIC OF INDIA

भारत गणराज्य के अधीन में जारी किया गया है।
 BY ORDER OF THE GOVERNMENT OF INDIA
 IN NEW DELHI ON 10-10-2000

भारत गणराज्य के अधीन में जारी किया गया है।
 BY ORDER OF THE GOVERNMENT OF INDIA
 IN NEW DELHI ON 10-10-2000



भारत गणराज्य के अधीन में जारी किया गया है।
 BY ORDER OF THE GOVERNMENT OF INDIA
 IN NEW DELHI ON 10-10-2000

PERMANENT ACCOUNT NUMBER

ABMPM6725H

SOHAM SATISH MODI

भारत गणराज्य के अधीन में जारी किया गया है।
 BY ORDER OF THE GOVERNMENT OF INDIA
 IN NEW DELHI ON 10-10-2000

भारत गणराज्य REPUBLIC OF INDIA

भारत गणराज्य के अधीन में जारी किया गया है।
 BY ORDER OF THE GOVERNMENT OF INDIA
 IN NEW DELHI ON 10-10-2000

IND B2791005

MODI

SOHAM SATISH MODI

INDIAN MALE 19-10-1969

MUMBAI (M.S.)

9-10-2000 8-10-2010

MEHTA & MODI HOMES

Partner



**HYDERABAD URBAN
DEVELOPMENT AUTHORITY**

Name : D Yadagiri Rao
Desig : Jr. Planning Officer
Emp Code :HUDA0283



D Yadagiri Rao
Vice Chairperson

BLOOD GROUP : A + ve DATE OF BIRTH :12/10/1963

RESIDENTIAL ADDRESS
H.No.6-5-425, S F Colony, Vanasthalipuram,
Hyderabad - 70. Ph.24240981@

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



D Yadagiri Rao

MEHTA & MODI HOMES

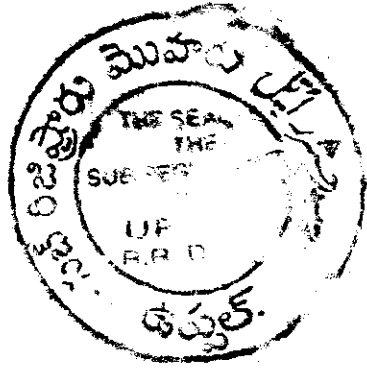
Sy. Nos. 31, 40(P), 41(P), 42, 43, 44, 45 & 55.

CHINNA CHERLAPALLY, VILLAGE

GHATTUKASER MANDEL, R.R.DIST

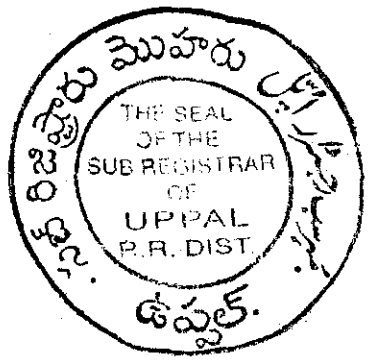
PLOT Nos. 314 & 315 ARE MORTGAGED TO HUDA AND NOT FOR SALE.

12773/02
...
...
...



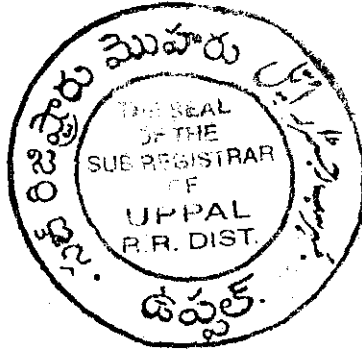
వ పుస్తకము 2003/...న
దస్తావేజాత మొత్తం కాగితముల
సంఖ్య.....8....ఈ కాగితపు వరుస
సంఖ్య.....7.....

సబ్-రిజిస్ట్రారు




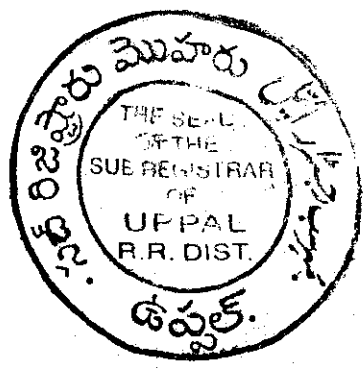
వ పుస్తకము 2223/5
దస్తావేజుల మొత్తం కాగితముల
సంఖ్య... 1000... ఈ కాగితపు వరుస
సంఖ్య... 6...

సబ్-రెజిస్ట్రారు



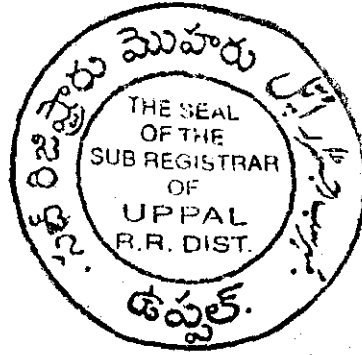
1 వ పుస్తకము! 2023 | సం||
దస్తావేజాల మొత్తం కాగితముల
సంఖ్య... 10... ఈ కాగితపు వరుస
సంఖ్య... 4.....


సబ్-రిజిస్ట్రారు



1 వ పుస్తకము దిని 3 వ సారి
దస్తావేజాల మొత్తం కాగితముల
సంఖ్య... రీ... ఈ కాగితపు వరుస
సంఖ్య... క.....

సబ్-రిజిస్ట్రారు

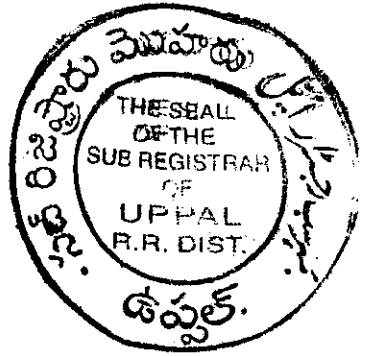


1 వ పుస్తకము. ది. 7. 9. 31 సం॥
 దస్తావేజాల మొత్తం కాగితముల
 సంఖ్య... ౬... ఈ కాగితపు వరుస
 సంఖ్య... ౩.....

పబ్-రిజిస్ట్రారు

1 వ పుస్తకము సం॥ (కా.క) పు... 12. 7. 9. 31 | 02
 నెంబరుగా రిజిస్ట్రారు చేయబడి స్వామింగు నిమిత్తం
 గుర్తింపు నెంబరు... 1-200...
 200 సం॥... నెం... 1... 7... 31

[Signature]
 రిజిస్ట్రారు అధికారి



1 వ పుస్తకము దిశింపి నంబు
 దస్తావేజుల మొత్తం కాగితముల
 సంఖ్య...నీ.....ఈ కాగితపు వరుస
 సంఖ్య...నీ.....

[Signature]
 పబ్-రిజిస్ట్రారు

Instrument Under Section 42 of Act 17 of 1880
 No. 12345 of 2007. Date. 12/11/07

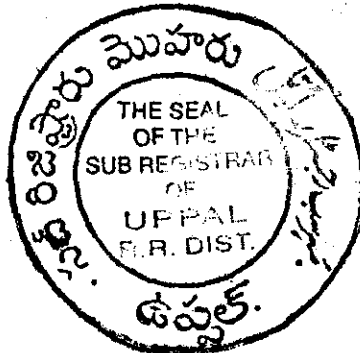
I hereby certify that the proper deficit
 stamp duty of Rs. 45320/- Rupees. Four, five thousand
 three hundred and twenty only
 has been levied in respect of this instrument
 from Sri. *Sohan Modi*
 on the basis of the agreed Market Value
 consideration of Rs. 1514000/- being
 higher than the consideration agreed Market
 Value.

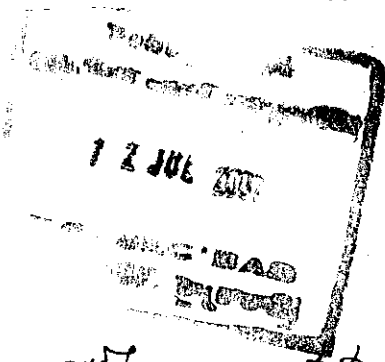
S. R.O. Uppal
[Signature]
 Sub Registrar
 and Collector U/S. 41 & 4
 INDIAN STAMP ACT

Registration Endorsement

An amount of Rs. 45320/- towards Stamp Duty
 including Transfer duty and Rs. 7370/-
 towards Registration Fee was paid by the party
 through Challan Receipt Number. 602121
 dated 12/11/07 at SRH Habsiguda Branch, Sec'bad.

S.B.H. Habsiguda
 A/c No. 0050700
 of S.B.O. Uppal





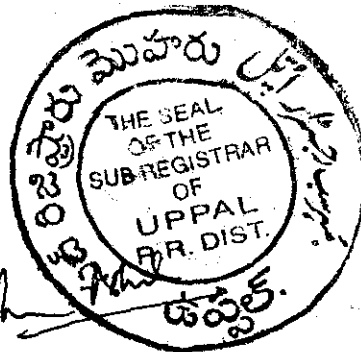
1వ పుస్తకము దిశినికె...
 దస్తావేజాల మొత్తం కాగితముల
 సంఖ్య... రీ... ఈ కాగితపు వరుస
 సంఖ్య... 1.....

49

1927 వ.సం. నవంబరు...
 1927 వ.సం. కాల...
 పంఖ్య... రీ... ఈ కాగితపు వరుస
 సంఖ్య... 1.....

పబ్-రిజిస్ట్రారు

శ్రీ. Soham Modi
 తల్లిపాపర్ బట్టము, 1608 లోని సెక్షన్ 32 ఎ-సు
 అనుబంధించి పంఖ్యించబడిన పోటోగ్రాఫులు
 మొత్తం... పహ దాఖలు చేసి
 7570/... చెల్లించారు.
 602121... దిశినికె...
 హబ్సిగూడ బ్రాంచ్ సెక్టార్



దాని యనినట్లు ఒప్పుకొన్నది
 ఎడమ ప్రాంతననేలు

[Signature]



S/o Satish mode
 5-4-187/3 & 4,
 Soham mention, M. G. Road
 Sec'bad.
 opp. Business, Plot no-280,
 Road no. 25, Amberpet, Hyderabad
 2nd floor

చెల్పించినది.

శ్రీ. Rajaram S/o. K.P. Reddy 2-3-64/1st floor
 Amberpet, Hyderabad

శ్రీ. G. Kanaka Rao S/o G. Subba Rao
 5-4-187/3 & 4, M. G. Road, Sec'bad.

2007 వ. సం. నవంబరు... నెల... వ తేది
 1927 వ. సం. కాల... మాసం... వ తేది.

[Signature]
 పబ్-రిజిస్ట్రారు