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B. SARITHA
LICENCED STAMP VENDOR
Lic. No. 15-19-021/2014, R.No. 15-19-018/202!
H.No. 9-87-1, Maheshwaram (V & M)
R.R.Dist -501359, Cell: 6300496986

AGREEMENT & DEED OF MORTGAGE

This is Deed simple Mortgage executed on this day 22nd of May, 2023, at S.R.O. Maheshwaram, Ranga Reddy District by and between:

SOUTHERN HOMES INFRA DEVELOPERS., office at 10-3-273, 1st Floor, Mirza Block, Near Sarojini Devi Hospital, Humayun Nagar, Hyderabad-500028., Represented by its Managing Partner: SRI. N. SUDHAKAR, S/o. Late N. RAMANAIAH, aged about 50 years, Occupation: Business, Aadhaar No.9968 0716 2178, Mobile No.9989712347.

Hereinafter called the "MORTGAGOR" (which terms shall mean and include their respective heirs, successors, legal representatives, administrators, assignee/s and nominee/s.)

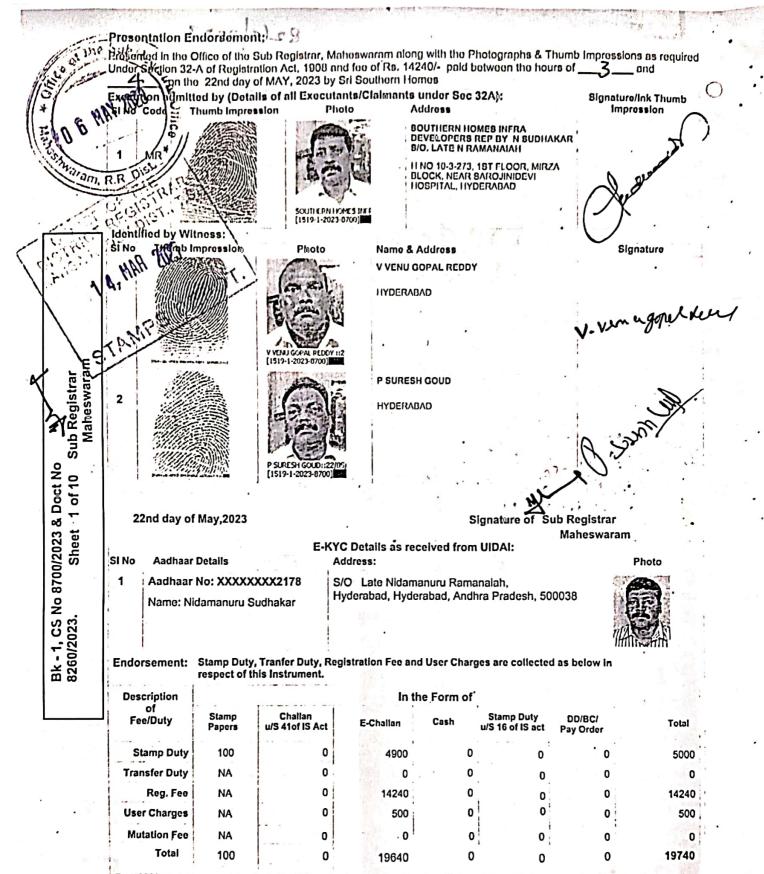
IN FAVOUR OF

METROPOLITAN COMMISSIONER, HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY (HMDA), office of SWARNA JAYANTHI COMPLEX, BESIDE MAITRIVANAM BUILDING, AMEERPET, HYDERABAD.

Hereinafter called the "MORTGAGEE" (which terms shall mean and include its respective heirs, successors, legal representatives, administrators, assignee/s and nominee/s.)

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For SOUTHERN HOMES
INFRA DEVELOPERS
Managing Partner



Rs. 4900/- towards Stamp Duty Including T,D under Section 41 of I.S. Act, 1899 and Rs. 14240/- towards Registration Fees on the chargeable value of Rs. 14230500/- was paid by the party through E-Challan/BC/Pay Order No ,103M6A220523 dated ,22-MAY-23 of ,HDFS/

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Whereas the MORTGAGOR is the absolute and sole beneficial owners 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 upto and there on shown with boundaries thereof coloured RED and expressed to be hereby mortgaged.

And whereas the MORTGAGOR applied for permission under Section 19 & 20 of HMDA Act, 2008 to make a layout and form a new private street or road and building plots for residential purpose and in the land in Survey Nos.249/A/2, 250/A/2, 250/A/3 & 244, admeasuring Ac.10-15 guntas, Situated at MAHESHWARAM Village and Grampanchayat, Maheshwaram Mandal, Ranga Reddy District (Hereinafter called the said property).

And whereas the MORTGAGEE having accepted the same has sanctioned the layout plan in file No.060314/SMD/LT/U6/HMDA/28032023, dated: 01-05-2023, subjection 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 approval 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 connectivity of its potable/drinking water supply duly laying the necessary pipe lines of the sized as prescribed to the main trunk/connecting pipeline under Mission Bhagiratha or any other as approved by the relevant authorities such as HMWSSB/ENC PH / RWS dept.
- 5. Provide a mechanism for septage treatment in accordance with Telangana State FSSM policy; further, the treated sewerage shall be connected to the existing public sewerage system up-to the point as specified.
- 6. Undertake underground ducting of all utilities and services lines either under the footpaths or under central median of the roads as the case may be with proper provisions at junctions and crossings, etc.

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FOR SOUTHERN HOMES

aging Partner

- 7. Earmark space for disposal and dumping of solid waste within layout site, in addition to mandatory open space and bio-compost unit shall be developed in accordance with the Telangana Solid Waste Management rules;
- 8. Provide a mechanism for Source segregation of garbage
- 9. Develop Avenue plantation within the median (in 60 feet and above roads) and by the side of foot paths towards the plot boundary duly leaving the entire footpath space for pedestrians.
- Provide the underground storm water drainage system.
- 11. All the foot paths shall be paved with tiles and any other such material.
- 12. Cycling tracks should be developed within the layout;
- 13. Transformer yard shall be provided in the area earmarked for utilities.
- 14. All the street light shall be provided with LED lighting
- 15. Make necessary arrangements for complete stoppage of usage of plastic in layout and shall have necessary mechanism and create awareness among the plot owners/ purchasers;
- 16. Green foliage shall be planned and taken up in a manner prescribed and saplings will be in place and surviving as per the plan before the final layout is issued.
- 17. Open space must be developed as a part with ornamental plants, water harvesting structure and compound wall with ornamental grills.
- 18. Wherever 100 ft., roads and above exist (proposed as well) a Service road of 9 M and 3 M of Green buffer strip must be given.
- 19. No apartment permission will be given in a layout for independent residential houses.
- 20. The area for flats/apartments must be clearly specified and open spaces and other amenities have to be calculated in that pro-rate basis.
- 21. The MORTGAGOR shall handover the Layout roads area, Open space area, Social infrastructure area to the Local Body free of encumbrance at his cost/as per rules before release of Final Layout plans by HMDA.

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For SOUTHERN HOMES
INFRA DEVENOPERS

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22. 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 the HMDA.

NOW THIS DEED OF MORTGAGE WITNESSETH AS FOLLOWS:

- i). In pursuance of the rules relating to as the approval of layout (hereinafter 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 schedule 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 two years from the date of release of approval layout, the MORTGAGEE shall at the cost of MORTGAGOR be entitled to retransfer of the said plots or land at his expenses to the MORTGAGOR without any further liability on the same towards the execution of works contemplated in para supra.
- ii) Its 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 think fit and MORTGAGOR shall/forfeit the right of redemption as against the Mortgagee.
- 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 Mortgagee 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 the "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 Mortgagee will be under the first charge towards the said excess amount spent by the HMDA.

For SOUTHERN HOMES INFRA DEVELOPERS

Managing Partner

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SCHEDULE OF PROPERTY

All that piece and parcel of the plot bearing Nos.3 to 28 (15.30%) (total 26 Plots) to an extent of 3711.44 Sq.Mtrs or 4447.00 Sq.Yards, in Survey Nos.249/A/2, 250/A/3 & 244, Situated at MAHESHWARAM Village and Grampanchayat, Maheshwaram Mandal, Ranga Reddy District and bounded as under:

Boundaries for Plot Nos.3 to 16, admeasuring 2036.21 Sq.Mtrs or 2440.00 Sq.Yards-I

NORTH: 50'-0" Wide Road

SOUTH: Neighbours land

EAST: 30'-0" Wide Road

WEST: HMDA approved layout of Southern Homes Pvt Ltd in L.P.

No.03/LO/Plg/HMDA/2009, dated: 25-07-2009

Boundaries for Plot Nos.17 to 28 admeasuring 1675.23 Sq.Mtrs or 2007.00 Sq.Yards-II

NORTH: Plot No.29

SOUTH: Neighbours land

EAST : Plot Nos.37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 & 48

WEST : 30'-0" Wide Road

That the market value of the said property is Rs.3200/- per Sq.Yard, which implies a total market value of Rs.1,42,30,500/- (for 4447.00 Sq.Yards), on which 0.1% fees, Rs.14235/- plus stamp duty Rs.5,000/-, User charges of Rs.500/- paid vide e-Challan No.103M6A220523, dated: 22-05-2023 by online payment.

The terms and conditions of this deed are binding and shall continue to be binding on the MORTGAGOR, their 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.

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FOR SOUTHERN HOMES

Managing Partner

IN WITNESS WHERE OF the said MORTGAGOR hereto set his hand the day and year first above written.

In the presence of:

1. V. Venu gopul Koney

2. (Sura CM)

For SOUTHERN HOMES

Maraging Partner ,
SIGNATURE OF MORTGAGOR