



# INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



**Certificate No.** : IN-UP39246369708433U  
**Certificate Issued Date** : 03-Nov-2022 01:05 PM  
**Account Reference** : NEWIMPACC (SV)/ up14222004/ MURADABAD SADAR/ UP-MRD  
**Unique Doc. Reference** : SUBIN-UPUP1422200441698922789420U  
**Purchased by** : MRS SARWAT JAHAN WO SAIED UR REHMAN AND OTHERS  
**Description of Document** : Article 40 Mortgage Deed  
**Property Description** : PLOT AT VILLAGE MANOHARPUR DELHI ROAD MORADABAD  
**Consideration Price (Rs.)** :  
**First Party** : MRS SARWAT JAHAN WO SAIED UR REHMAN AND OTHERS  
**Second Party** : MORADABAD DEVELOPMENT AUTHORITY MORADABAD  
**Stamp Duty Paid By** : MRS SARWAT JAHAN WO SAIED UR REHMAN AND OTHERS  
**Stamp Duty Amount(Rs.)** : 2,74,200 ✓  
 (Two Lakh Seventy Four Thousand Two Hundred only)



Verified By

Locked By

Please write or type below this line

IN-UP39246369708433U

*Sarwat Sarjeel*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*نہروین*

*[Signature]*

PU 0003460332

## Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



SHIL

Verified By  
Locked By



080340035



Ch. No.-258, Dist. Court, Moradabad



En. No.-D-3090



Qayyum H. ...  
En. No.-D-3090



Ch. No.-258, Dist. Court, Moradabad

-2-

## MORTGAGE DEED

( Without Possession )

Stamp Duty – Rs 2,74,200.00/-

E-Stamp NO. IN-UP39246369708433U

THIS MORTGAGE DEED is being executed to secure due performance of contract and for due discharge of liability.

THIS INDENTURE IS MADE At Moradabad on 17 day of November 2022.

### BETWEEN

(1)-Mrs. Sarwat Jahan w/o Mr. Saied Ur Rehman, (2)-Mr. Shanib Rehman s/o Mr. Saied Ur Rehman, (3)-Mr. Shumail Rehman s/o Mr. Saied Ur Rehman, (4)-Mr. Afeef Ur Rehman s/o Mr. Mehboob Ur Rehman, (5)-Mr. Adeeb Ur Rehman s/o Mr. Mehboob Ur Rehman, (6)-Mrs. Naseema Praveen w/o Mr. Mehboob Ur Rehman, R/O- Meba Brass Pandit Nagla Bypass Rd, Karula, Moradabad, Uttar Pradesh 244001. Owner of Land Area 21,500 sqm. of Khasra no. 59, 60, 63, 64, 65, 66, 67 Village Manoharpur Delhi road Moradabad. Hereinafter called the 'First Party' of the first part, which expression shall, unless repugnant to the context or inconsistent with the subject, include his heirs executors assignees and administrators etc.

Sarwat Jahan



Shanib Rehman



Shumail Rehman



Afeef Ur Rehman



Adeeb Ur Rehman



Naseema Praveen



Naseema Praveen









Ch. No.-258, Distt. Court, Moradabad



-3-



Qayyum Hussain (Advocate)  
En. No.-D-3090/201 En. No.-8279989924  
Ch. No.-200, Distt. Court, Moradabad

AND

**MORADABAD DEVELOPMENT AUTHORITY, MORADABAD**, hereinafter called 'MDA / Second party' of the other part, which expression shall, unless repugnant to the context or in consistent with the subject shall include its successors in interest assigns, transferees in interest etc. Through **Shri Sagar Gupta S/o Shri Dharmendra kumar R/o AE-05 MDA Staff Colony Ashiyana phase-1, Moradabad.**

**WHEREAS** the first party are full and absolute owner of the Land admeasuring 21500 Sq.Mt. located at Gata NO 59, 60 63, 64, 65, 66, 67, Village Manoharpur Delhi road Tehsil and Distt. Moradabad.

**WHEREAS MDA** has agreed to approve a Layout plan of the said Land and the first party has agreed to discharge all the liability to develop the said Land together with all required amenities and for due discharge of the liability in respect of above plot, the MDA had asked to furnish surety of 20% of Saleable Area of the Land for **Internal Development work for a sum of Rs. 1,09,65,000/- (One Crore Nine Lacs Sixty Five Thousand)** which will be redeemed after the completion of internal Development work in terms and conditions and bye-laws of MDA. The Second party i.e. MDA has issued a direction to the first party for file no MBDA/LD/21-22/0566

*Sawant Sagar*



*Sahm*



*Sharma*



*Sharma*



*Sharma*



سید پروین



*Sharma*







**WHEREAS** the first party in consideration of approval of Layout plan by the MDA has agreed to give Security of 20% of Saleable Area 2768.47 Sq.Mt. for assuring internal development in the manner hereinafter mentioned.

**NOW THIS DEED WITNESSES:-**

1) - That to secure the due performance of the contract and for due discharge of the liability to complete the internal Development work on the Land measuring 21,500 Sq.Mt. located at Gata NO 59, 60, 63, 64, 65, 66, 67, 79 Village Manoharpur Delhi road Tehsil and Distt. Moradabad. The first party hereby undertakes not to create any interest on the plot nos 4, 5, 6, 7, 8 total measuring 2768.47 Sq.Mt. carved out from the above 21,500 Sq.Mt. land covered under Gata No. 59, 60, 63, 64, 65, 66, 67 Village Manoharpur Delhi road Tehsil and Distt. Moradabad and details whereof has been given in the Schedule hereto. The First party also undertakes that the aforesaid plot nos 4, 5, 6, 7, 8 will remain mortgaged and will be in lien of MDA. MDA will have first right to sell the mortgaged plots until internal development work completes and mortgaged plots released by MDA. The layout plan is part of this deed.

*Sakshi Singh*



*Delia*



*Delia*



*Delia*



سید پروین



*Delia*







2)- That first Party declare that :-

a. The first party is full and absolute owner of Land of Gata NO 59, 60, 63, 64, 65, 66, 67 Village Manoharpur Delhi road Moradabad, which is free from all encumbrances.

b. That First Party is entitled to sell, transfer or alienate the said property.

c. The First Party has not deposited, delivered the title deed of the property with anyone else and has not created any charge by way of mortgage or any other encumbrance on the property.

3) - The First Party undertake not to create charge or mortgage or transfer or part with possession of the said property without the consent of MDA in writing

4) - A performance guarantee against the internal development works by mortgaging 20% of the saleable land in favour of the Authority and the land so mortgaged Shall be released in proportion to completion of internal Development works. In case of any default by the first party, the Authority may invoke the performance guarantee and carry out the internal Development Works either itself or through such agency at it deems fit.

*Sawatsayed*



*Behar*



*Behar*



*Behar*



*Behar*



نہ پیر وین



*Behar*



बंधक पत्र (बिना कब्जा)

वही सं०: 1

रजिस्ट्रेशन सं०: 13560

वर्ष: 2022

प्रतिफल- 10965000 स्टाम्प शुल्क- 274200 बाजारी मूल्य - 0 पंजीकरण शुल्क - 109650 प्रतिलिपिकरण शुल्क - 60 योग : 109710

श्री मुरादाबाद विकास प्राधिकरण मुरादाबाद द्वारा  
सागर गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री धर्मेन्द्र कुमार  
व्यवसाय : अन्य  
निवासी: ए0ई0-05एम0डी0ए0 स्टाफ कालोनी आशियाना फेस प्रथम मुरादाबाद



श्री, मुरादाबाद विकास प्राधिकरण मुरादाबाद द्वारा

सागर गुप्ता अधिकृत  
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 17/11/2022 एवं  
11:22:46 AM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रवीण कुमार यादव  
उप निबंधक - संतर द्वितीय  
मुरादाबाद  
17/11/2022

अपूर्व सक्सेना सदर द्वितीय  
निबंधक लिपिक  
17/11/2022

प्रिंट करें





**NOW THIS CONDITIONS** of this Mortgage Deed are such that if the first party fail to perform and fulfills the obligation and discharge all the liability regarding completion of Development works of the said land, the matter shall be adjudicated in accordance with the provision of law.

**SCHEDULE OF PLOTS FOR MORTGAGE LOCATED AT VILL MANOHARPUR,  
DELHI ROAD, MORADABAD.**

Plot No 04	539.64 Sq.Mt.
Plot no 05	539.80 Sq.Mt.
Plot no 06	539.90 Sq.Mt.
Plot no 07	539.80 Sq.Mt.
Plot no 08	609.33 Sq.Mt.
<b>Total Plot Area</b>	<b>2768.47 Sq.Mt.</b>

**NOTE** – Since the possession of the land of the mortgaged property has not been given by first party to Second party , **stamp duty amounting to Rs. 2,74,200.00** has been paid in term of article 40 (b) of the Indian stamp Act 1899 on mortgage amount of Rs. 109,65,000 /-

*Signature*



*Signature*



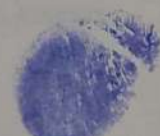
*Signature*



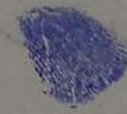
*Signature*



*Signature*



نہ پروین



*Signature*



गुप्ता, पुत्र श्री धर्मेन्द्र कुमार  
निवासी: ए0ई0-05एम0डी0ए0 स्टाफ कालोनी आशियाना  
फेस प्रथम मुरादाबाद  
व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता : 1

श्री धर्मवीर सिंह, पुत्र श्री भूप सिंह  
निवासी: मिलक मझोला बालक राम की मढैया मुरादाबाद  
व्यवसाय: अन्य  
पहचानकर्ता : 2



श्री आसिफ खान, पुत्र श्री सिबते अली  
निवासी: लालूवाला मुरादाबाद  
व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार  
लिए गए हैं।  
टिप्पणी :

प्रवीण कुमार यादव  
उप निबंधक : सदर द्वितीय  
मुरादाबाद  
17/11/2022

अपूर्व प्रसन्न सदर द्वितीय  
निबंधक लिपिक मुरादाबाद  
17/11/2022

प्रिंट करें





In Witnesses Whereof the above Mortgage Deed has signed these presents at Moradabad on 17 November 2022.

  
Sarwat Jahan

PARTY OF FIRST PART

1- Mrs. Sarwat Jahan



2- Mr. Shanib Rehman



3- Mr. Shumail Rehman



4- Mr. Afeef Ur Rehman



5- Mr. Adeeb Ur Rehman



6- Mrs. Nasima Praveen

PARTY OF SECOND PART

Moradabad Development Authority  
THROUGH - Shri Sagar Gupta

Witness :-

1- Dharamveer Singh  
S/O Shri Bhoop Singh  
R/O Milak Majhola Balak Ram Ki Mandaiya,  
Moradabad

2- Asif Khan  
S/O Shri Sibtey Ali  
R/O Village Luluwala  
Moradabad

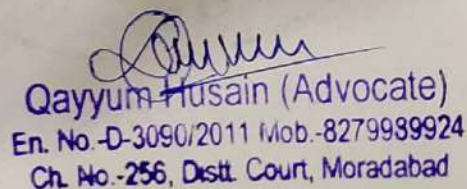
  
Qayyum Husain (Advocate)  
En. No.-D-3090/2011 Mob.-8279989924  
Ch. No.-256, Dist. Court, Moradabad



  
Qayyum Husain (Advocate)  
En. No.-D-3090/2011 Mob.-8279989924  
Ch. No.-256, Dist. Court, Moradabad



Signature & Photo of the parties identified by Qayyum Husain Advocate ,  
Typed by Santosh Kumar.

  
Qayyum Husain (Advocate)  
En. No.-D-3090/2011 Mob.-8279989924  
Ch. No.-256, Dist. Court, Moradabad

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त  
बंधकी: 1

श्रीमती सर्वत जहां, पत्नी श्री सईद उर रहमान

निवासी: मेवा ब्रास पण्डितनगला बाईपास मुरादाबाद

व्यवसाय: गृहिणी

बंधकी: 2

*Said ur Rehman*



श्री शानिब रहमान, पुत्र श्री सईद उर रहमान

निवासी: मेवा ब्रास पण्डितनगला बाईपास मुरादाबाद

व्यवसाय: अन्य

बंधकी: 3

*Said ur Rehman*



श्री शुमाईल रहमान, पुत्र श्री सईद उर रहमान

निवासी: मेवा ब्रास पण्डितनगला बाईपास मुरादाबाद

व्यवसाय: अन्य

बंधकी: 4

*Said ur Rehman*



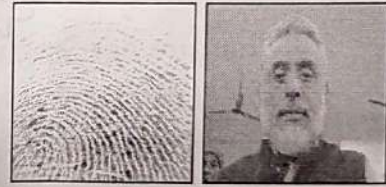
श्री अफीफ उर रहमान, पुत्र श्री महबूब उर रहमान

निवासी: मेवा ब्रास पण्डितनगला बाईपास मुरादाबाद

व्यवसाय: अन्य

बंधकी: 5

*Said ur Rehman*



श्री अदीब उर रहमान, पुत्र श्री महबूब उर रहमान

निवासी: मेवा ब्रास पण्डितनगला बाईपास मुरादाबाद

व्यवसाय: अन्य

बंधकी: 6

*Said ur Rehman*



श्रीमती नसीमा परवीन, पत्नी श्री महबूब उर रहमान

निवासी: मेवा ब्रास पण्डितनगला बाईपास मुरादाबाद

व्यवसाय: गृहिणी

बंधक कर्ता: 1

*Said ur Rehman*



श्री मुरादाबाद विकास प्राधिकरण मुरादाबाद के द्वारा सागर

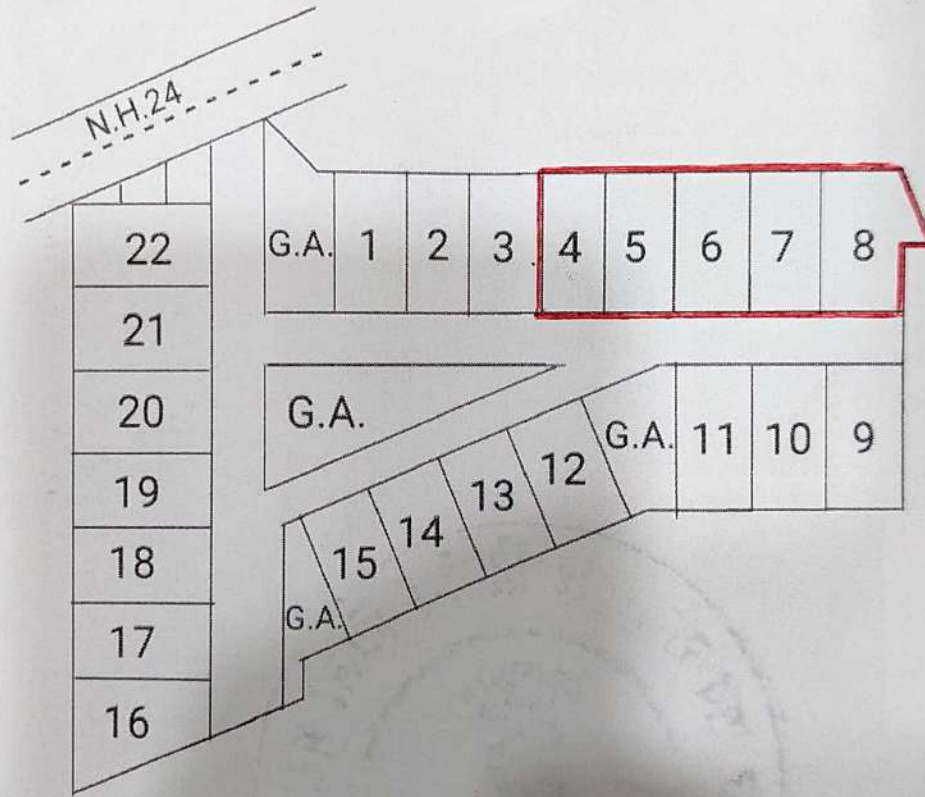


A Site plan of five plots bearing No.- **04,05,06,07,08** respectively, total admeasuring **2768.47 Sq.Mt.** shown by red colour which are the parts of Gata NO - 59, 60, 63, 64, 65, 66, 67 admeasuring 21500.00 Sq.Mt. situated at Village Manoharpur Delhi road Tehsil and Distt. Moradabad.

**First Party-** Mrs. Sarwat Jahan and others.

**Second party-** Moradabad Development Authority.

Plot No	Mortgage Area
04	539.64 Sq.Mt
05	539.80 Sq.Mt
06	539.90 Sq.Mt
07	539.80 Sq.Mt
08	609.33 Sq.Mt
TOTAL	2768.47 Sq.Mt



*Sarwat Jahan*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*


نہ پور دی

*[Signature]*

आवेदन सं०: 202200719051537

बही संख्या 1 जिल्द संख्या 14099 के पृष्ठ 239 से 254 तक क्रमांक 13560 पर दिनांक 17/11/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
प्रवीण कुमार यादव  
उप निबंधक : सदर द्वितीय  
मुरादाबाद  
17/11/2022

प्रिंट करें

