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MORTGAGE DEED

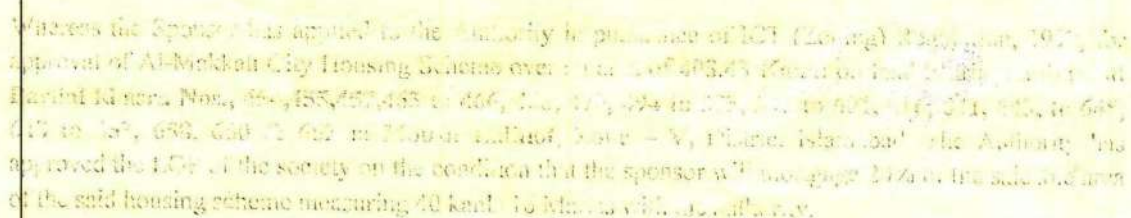
This mortgage deed is made at Islamabad on the 07 day of ^{March} ~~March~~ in the year 2023 between M/s **"BROTHERS CONSTRUCTION YK (PVT) LIMITED"** a company/society registered under the Companies Ordinance 1984 / West Pakistan Cooperative Societies Act, 1925, Through Director/Authority Mr. Fahad Yaqoob S/O Sardar Muhammad Yaqoob (hereinafter referred to as the "Sponsor" which expression shall, where the context so admits, include its executors, administrators, legal representatives, assigns and successors-in-interest) of the One Part..

AND

The Capital Development Authority, an authority established under the CDA Ordinance, 1960, (hereinafter referred to as "the Authority", which expression shall include its successors-in-office, representative and assigns) of the other part.

Whereas the Sponsor has applied to the Authority in pursuance of ICT (Zoning) Regulation, 1992, for approval of Al-Makkah City Housing Scheme over an area of 408.43 Kanal on land bearing Salim and Partial khasra Nos. 407,410,454,455,457,461,463,464,465,466,468,470,494,495,496,497,498,499,500, 501, 502,503,596,597,598,599,600,601,616,641,643,644,645,647,648,649,650,651,652,653,658,659,660 661 & 662 in Mouza Lidhiot, Zone – V, District Islamabad. The Authority has approved the LOP of the society on the condition that the sponsor will mortgage 20% of the saleable area of the said housing scheme measuring 40 kanls 16 Marlas with the authority.





1. As a security for the proper development of the scheme in accordance with the engineering designs, detailed specifications of services/utilities and time schedule approved and laid down by the Authority, the sponsor hereby grants, assures, demises and mortgages unto the Authority, plots Nos. 1, 2, 3, 4, 5, 6, 9, 10, 16, 17, 18, 19, 21, 23, 25, 28, 30, 60, 109, 146, 148, 150, 152, 160, 161, 162, 163, 164, 165, 169, 176, 177, 178, 179, 180, 181, 182, 183, 184, 191, 213, 215, 360, 373, 381, 382, 383, 406, 407, 408, 423, 424, 425, 426, 427, 428, 432, 433, 434, C - 4 Comm., C - 18 Comm. To C - 24 Comm., and C - 30 Comm. shown in red color on the attached scheme plan, bearing drawing No. RG - MC - LOP -01.
2. The Sponsor shall pay all stamp duties, registration charges and other incidental expenses for and in connection with this and any other document to be required for the redemption of this mortgage deed.
3. The Authority shall release the mortgaged plots in proportion to the development that may be completed by the sponsors.
 - a. On completion of 10% of the development work 10% of the mortgaged plots shall be released to the sponsor.
 - b. On completion of 20% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.
 - c. On completion of 30% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.
 - d. On completion of 40% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.
 - e. On completion of 50% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.
 - f. On completion of 60% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.
 - g. On completion of 70% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.
 - h. On completion of 80% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.

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- i. On completion of 90% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.
- j. On completion of 100% of the development work, another 10% of the mortgaged plots shall be released to the sponsor.
4. If the sponsor fails to abide by any of the terms of the undertaking which is being given by the sponsor to the Authority separately in this behalf, the approval may be withdrawn and the scheme shall be taken over by the Authority without any extra liability.
5. The plot mortgaged to the Authority as a security towards the development of the scheme shall be open to inspection at any time by any officer of the Authority deputed for the purpose.
6. The sponsor hereby covenants with the Authority and guarantees as follows:
 - a. That, it will from time to time and at all times hereafter comply with all the regulations framed by the Capital Development Authority under the CDA Ordinance, 1960.
 - b. That, the property hereby mortgaged is exclusive and absolute property of the sponsor in which no one else has any claim, concern, right or interest of whatsoever nature.
 - c. That, it has a legal right, full power, absolute authority to mortgage the aforesaid property by way of such mortgage.
 - d. That, it has no prior to the date of THESE PRESENTS done, made, committed, caused or knowingly suffered to be done any act under a deed or matter whereby the right to this mortgage has been or may be impaired.
 - e. That, it hereby declares that the property offered as security for development of the scheme is free from all sorts of encumbrances and undertakes that the said property shall not be sold or charged without the prior approval in writing of the Authority.
 - f. That, it shall not put the said property in any other charge or otherwise transfer the same or any part thereof in any way and would keep and hold the authority secured, harmless and indemnified against all losses and damages caused to be suffered or sustained by the Authority as a result of any defect in its title or any one with respect to the said property or any part thereof.
 - g. That it shall keep the property mortgaged with the Authority as security till the entire scheme is fully developed in accordance with the approved plan and designs of services.
7. In case the sponsor fails to develop the scheme in accordance with approved layout plan and services designs as required by the authority under the preceding clauses, the authority shall, without any further notice to or concurrence on the part of the Sponsor, be entitled to:-
 - (i) Take over possession of the mortgaged property or any part thereof, together or in partial, on the account and at the risk of the sponsor, either privately or by public auction or by private contract, on such terms and conditions as the authority shall think fit and proper, without the bid and intervention of a court of law and without prejudice to the authority's rights to execute the necessary sale deed, present it for registration and get the same registered and have the necessary mutation of names entered in the Government and Authority's / municipal records, and all rights in or to the property shall vest in the transferee and all rights in or to the property transferred as if the property had been sold to the transferee by the owner and for the purposes aforesaid or any of them to make agreement, execute

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assurance and given effectual receipt for discharge for the purchase money and do all acts and things for completing the sale, which the person or persons exercising powers of sale shall think proper and the aforesaid power shall be deemed to be a power to sell concur in selling without the intervention of the court.

IN WITNESS WHEREOFF, the parties hereto have hereunto set their hand and seal the day and year first above written.



For and on behalf of

M/s Brothers Construction YK (Pvt) Limited
Through Authority Mr. Fahad Yaqoob
CNIC No. 82303-6916089-7

مرزا سعید اختر
تعمیلاری ڈی اے

For and on Behalf of

Capital Development Authority

In the presence of WITNESSES:

1. Jackson Shad Sindho S/o James Naseem Sindho
CNIC No. 34601-3913516-7

2. Naukhez Akhter Raja S/o Raja Sher Zaman Khan
CNIC No. 61101-1916327-7

Amount of Document
Registered

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ID

15924

Detail of Property



Document Registration

Mortgage Deed

CNIC of Executant

82303-6916089-7

CNIC of Executant B

CNIC of Witnesses

Name of Executant Seller



Name of Executant, Witnesses

CERTIFICATE

Registered at No. 2527 on this 7 day of May 2023,

at Book No. 1 Vol. No. 9572 on pages 136 to 139.

The Executant and the witnesses have signed in my presence.

SUB REGISTRAR
ISLAMABAD

Handwritten notes in Urdu at the bottom left of the page.