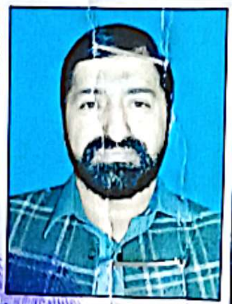
072214 637



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Rupees

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MORTGAGE DEED

This Mortgage Deed is made at Islamabad on the 4th day of December in the year 2018, Between M/S AGOCHS II , Islamabad having its office at Main G.T Road opposite Gate IV, DHA Phase II, Zone V, Islamabad (A society registered under the west Pakistan cooperative societies Act 1925) through Chief Executive Mr. Muhammad Israr Ullah Halal son of Malik Muhammad Saif Ullah Resident of House No.166, Street No.67, Sector F-10/3, Islamabad (herein after referred to as the " Sponsor " which expression shall, where the context so admits , include its executors , legal representatives, assign, administrators, 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 a Housing Scheme over an area of measuring 4005 Kanals; sponsor is mortgages 30% land Measuring 350 Kanals Details are: Bearing khewat Nos. 4 to 9 Qitta 8, 26 to 29 Qitta 5, 38 Qitta 17, 52 to 54 Qitta 5, 61 Qitta 8, 30 Qitta 15, 177 Qitta 57, land measuring (224k-2m) in village Mouza Bangreel Khurd & bearing khewat No.12 to 18 Qitta 16, 9 to 11 Qitta 3, 20 to 23 Qitta 4, 88 Qitta 8, 80,81 Qitta 3, 82 Qitta 2, 128,129 Qitta 2, 132 Qitta 1, 99,100 Qitta 11, 128,129 Qitta 2, 12 to 17 Qitta 16, 132 Qitta 1, 18 to 27 Qitta 10, 80,81 Qitta 3, 82 Qitta 2, 135 Qitta 142 Land measuring (125k-18M) in village Mouza Kortana Tehsil & District Islamabad located in Zone – 5, District Islamabad. The Authority has agreed to approve the scheme on the conditions that the sponsor deposits with the Authority as security 100% of estimated total cost of development of the scheme or in the alternative mortgages with the authority 30% of the saleable area of the said Housing Scheme revenue records detailed above. And whereas, the sponsor has elected to mortgages with Authority 30% of the saleable area of scheme.

NOW THEREFORE THIS DEED WITHESSETH AS FOLLOWERS

1.As a security for the proper development of the scheme in accordance with the engineering designs, detailed specification of services/utilities and time schedule approved and laid down by the Authority, the sponsor hereby grants assures, demises and mortgages unto the authority Following parts

ISLAMABAD

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اکاؤنٹس گیرڈ آفیسرز کوآپریٹو 11408
ہاؤسنگ سوسائٹی آغوش II اسلام آباد 30-11-18
بذریعہ ایگزیکٹو محمد اسرار اللہ ہلال ولد 3000+2-6000
ملک محمد سیف اللہ برائے رہن تا ختم
جائیداد 300000/- بحق سی ڈی اے اسلام آباد

HEAD TREASURER FEDERAL TREASURY OFFICE ISLAMABAD

Presented for registration this mortgage deed by Mr. Muhammad Israr Ullah Halal son of Malik Muhammad Saif Ullah Resident of House No.166, Street No.67, Sector F-10/3, Islamabad Chief Executive M/S AGOCHS II Islamabad, before me at the office of sub registrar Islamabad on this 14 day of Dec 2018 between the hours [illegible] to [illegible]

For and on behalf of the M/S AGOCHS II
Muhammad Israr Ullah Halal
NIC No.61101-1819498-3
The Chief Executive AGOCHS II

SUB REGISTRAR,
ISLAMABAD

The execution and completion of this deed has been admitted by the said executant who hereby undertakes to abide by and subscribes all terms and conditions set forth in the body of this deed and admitted the contents of this deed.

The executant is identified by :

Witness No.1 Muhammad Yasir Sharif S/o Muhammad Sharif R/o F-8 Isb.
17301-1969341-3

Witness No.2 Malik Mateen Iqbal Awan S/o Malik M. Iqbal Awan R/o Rwp.
37405-9617825-9

The witnesses are relied upon

Executant :

Witness No 1 Yasir Sharif

Witness No 2

SUB REGISTRAR,
ISLAMABAD

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Rupees

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LAND USE

S.NO.	LAND USE	AREA (KANALS)	% AGE		CDA STANDARD % AGE
01	RESIDENTIAL	1778.75	44.41	53.23	55 (Max.)
02	RESIDENTIAL (APARTMENTS)	353.31	8.82		
03	PARK / GREEN	335.15	8.37		8 (Min.)
04	COMMERCIAL	199.43	4.98		5 (Max.)
05	PUBLIC BUILDING	211.67	5.29		4 (Min.)
06	GRAVEYARD	80.34	2.01		2 (Min.)
07	ROADS	1046.45	26.13		26 (Min.)
	TOTAL	4005.1	100		100

PLOT SCHEDULE

S.NO.	PLOT CATEGORY	BLOCKS A	B	C	D	E	F	G	H	TOTAL
01	60x60	-	-	-	44	-	-	-	-	44
02	60x75	-	-	-	22	3	-	-	-	25
03	50x90	131	40	363	78	237	319	123	47	1338
04	50X80	-	2	2	-	-	-	-	0	4
05	45x100	-	11	8	-	-	13	-	25	57
06	45x80	-	-	4	-	2	4	-	0	10
07	40x80	-		-	50	38	17	14	58	175
08	40x70	-	-	-	-	-	7	47	16	70
09	40x60	14	-		-	-	2	-	-	16
10	35x70	-	-	-	24	373	-	55	96	548
11	30x60	-	-	-	13	7	-	152	96	268
12	Odd	2	2	15	12	19	5	8	7	70
	TOTAL	147	55	392	243	677	367	399	345	2625

1. Shown in red color on the attached scheme plan bearing Drawing No.

Commercial Area/ Plots to be Mortgaged with CDA

S.N	Plot Category(ft)	Total Plots	Block	Plot Nos	Area Code	Area (Kanal)
1	30x30	21	B-Main commercial	24 to 32 & 72 to 83	I	6.4
2	ODD	2		99-100	I	4.34
3	30x30	3		101-103	I	1.67
4	30x45	7	E	01 to 07	II	3.9
5	30x45	8	CC	97 to 104	III	5.9
6	30x40	2	CC	105, 106	III	
7	30x40	10	F	1 to10	IV	5
8	30x40	3	H	1 to 03	V	1.4
9	40x45	5	D	01 to 05	VI	4.1
10	25x45	5	C	01 to 05	VII	2.5
		66		Sub Total (A)		35.21

Residential Apartments to be Mortgaged with CDA

S.N	Plot Nos	Area Code	Block	Plot Category(ft)	Total Plots	Area (Kanal)
1		1	Civic Center		27.53	27.53
2		1	Civic Center		11.8	11.8
3		1	B		9.22	9.22
4		1	C		8.84	8.84
5		1	C		4.81	4.81
6		1	D		23.93	23.93
7		1	D		3.4	3.4
8		1	E		14.7	14.7
9		1	G		11.51	11.51
			Total Area			115.74

Residential Plots to be Mortgaged with CDA

S.N	Plot Category(ft)	Total Plots	Block	Plot Nos		Area (Kanal)
1	35x70	32	E	124 to 143 &145 to 156		111.87
2	35x70	20	E	159 to 168 &171 to 180		
3	35x70	11	E	182 to 189 &192-193,202		
4	35x70	17	E	204 to 215 &217 to 221		
5	35x70	60	E	223 to 266 &294 to309		
6	35x70	7	E	440 to 442 &445 to 448		
7	35x70	41	E	453 to 460 &463 to 495		
8	35x70	13	E	497 to 505 &508 to 511		
9	35x70	25	E	514 to 525&540 to 547&557 to561		
10	35x70	20	E	564 to 572 & 615 to 625		
11	40x70	21	G	1 to14 & 102 to 108		19.03
12	40x70	16	G	155 to 158 &160 to 171		
13	50x90	8	G	17-18 & 21 to 25, &29		24.21
14	50x90	4	G	33 to 34 &36 to 37		
15	50x90	11	G	93 to 95 &98-99 &400 to 405		
16	50x90	6	G	113-114 &116 to118&122		
17	35x70	7	G	123 to 129		3.14
18	30x60	13	G	183 to188&189 to192&280 to282		4.25
19	40x80	6	G	293-294&299 to 302		3.40
20	40x80	9	H	197 to 200 & 203 to206 &208		10.29
21	40x80	9	H	188 to 196		
22	35x70	24	H	210 to 225 & 226 to 233		10.72
23	30x60	21	H	91 to 111		6.41
24	27x50	9	H	244 to 252		2.19
25	30x60	12	D	190 to 201		3.97
		422		Sub Total (c)		199.48
Total Residential Area (Flats+Plots)				(A+B)		315.22
Total Area (Commerial+Flats+Plots)				(A+B+C)		350.43

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.

The Authority shall release the mortgage plots in proportion to the Development that may be completed by Sponsors , on completion of 25% of development work, 25% of mortgaged plots shall be released to sponsor , on the completion of 50% of the development work, another 25 % of the mortgaged plots shall be released to sponsor, on completion of 75% of the development work, another 25% of the mortgaged plots shall be released to the sponsor, on completion of 100% of the development work, remaining 25% of the mortgaged plots shall be released to the sponsor,

3. 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.

4. The plots 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 by the purpose.

5. The sponsor hereby covenants with the Authority and guarantees as follows:

a. That it from time to time and at all times here after comply with all the regulation 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 legal right, full power, absolute authority to Mortgaged the aforesaid property by the way of such mortgage.

d. That it has not 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 is hereby declares that the property offered as security for development of the scheme is free from all sorts of encumbrances and charges and undertaking 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 any way and would keep and hold the Authority secured harmless and indemnified against all loses and damages caused to be suffered or sustained by the Authority as a result of any defect in its little 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 according with the approved plan and designs of services.

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6.in case the sponsor fails to develop the scheme in accordance with approved layout plan and services design 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 mortgaged property

II. Sell or dispose of the said property or any part thereof, together or in parcel, on the account and at the risk of the Sponsor, either privately or by public auction or by private contract, on such rights to executes 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 on such transfer 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 assurance and give effectual receipts for discharge for the purchase money and do all other act and things for completing the sale, which the person or the person exercising power of sale shall proper and the aforesaid power shall be deemed to be a power to sell concur in selling without the invention of the Court. In Witness whereof, the parties hereto have hereunto set their hand and seat the day and year first above written.

RAJA MUHAMMAD RIAZ
DEED Writer
District Court Islamabad

For and on behalf of the M/S AGOCHS II
Muhammad Israr Ullah Halal
NIC No.61101-1819498-3
The Chief Executive

For and on behalf of CDA

Witnesses:

1. Yasir Sharif

Muhammad Yasir Sharif
17301-1969341-3

2.

Malik Mateen Iqbal Awan
37405-9617825-9

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CERTIFICATE

Registered at serial No. 21085 book No. 1 Volume No. 6194 on pages No. 124 to 127 on this 14 day of Dec 2018.

The Executant and witnesses have set their hands in my presence .

SUB REGISTRAR, ISLAMABAD

SUB REGISTRAR ISLAMABAD