

MORTGAGE DEED

THIS Mortgage Deed is made at _____ on the _____ day of the month of _____ the year two thousand and BETWEEN

_____ of _____ adult,

(hereinafter referred to as the "Mortgager" which expression, where the context so admits, shall include heirs, executors, administrators, legal representatives, assigns and successors) of the One Part AND the Quetta Development Authority being a corporate body established under the QDA ordinance 1978 (hereinafter referred to as "the Authority" of the other part.

WHEREAS the mortgager applied for approval of a _____ Scheme for an area of _____ Kaal bearing drawing No. _____ District Quetta under Section of the QDA ordinance 1978 and the Authority through its Director General approved the scheme on the condition that the Mortgager had agreed to mortgage to the Authority 30% of the saleable area of the said _____ Scheme.

Now this deed witnesses as follows:

1. As a security for the provision of development cost for services, the mortgager hereby grants, assure, demises and mortgages up to the Authority Plot Nos. _____ shown in red color on the attached scheme plan. Value of the assessment of Revenue Officer, Quetta.
2. The Mortgager shall pay all stamp duties registration charges and other incidental expenses for and in connection with this any other document to be required in respect of the redemption of this mortgage deed.
3. The Mortgager shall pay proportionate cost to the Authority for the trunk services provided by the later such cost shall be worked out by the Authority which shall be final and paid by the Mortgager within the period as stipulated by the Authority.
4. If the sponsor desires QDA to undertake the detailed designing of each utility service, the design fee for rendering such service will be mutually agreed between QDA and the sponsor.
5. The Authority shall release the mortgaged plots in proportion to the development that may be completed by the Authority.

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- a) On the completion of 50% of the development work, 25% of the mortgaged plots shall be released to the mortgager.

b) On completion of 75% of the development work, another 25% of the mortgaged plots shall be released to the mortgager.

c) On the completion of 100% of the development work, another 30% of the mortgaged plots shall be released to the mortgager.

d) Remaining 20% of the mortgaged plots shall be released to the mortgage on actual operation of water supply and sewerage system.

6. The Mortgager hereby transfers to the Authority free of charge the land reserved in the layout plan for open spaces and sites for public buildings like schools, dispensaries, mosques, post offices, grave yards etc. and land under the roads in the scheme as detailed below:

Site	Color	Area
i)	_____	_____
ii)	_____	_____
iii)	_____	_____
iv)	_____	_____

7. If at any stage, the land under the scheme or any part thereof is required by the Authority for any purpose, the Mortgager or his successor-in interest or any other person claiming any right or interest in the said land shall have no objection to its acquisition by the Authority under the Land Acquisition Act in-force nor shall the approval to the layout plan by the Authority operate as an estoppels against it.

8. If the sponsor fails to abide by the agreement the concurrence will be withdrawn and the scheme shall be taken over by the Authority.

9. The plots mortgaged to the Authority as a security towards the payment of development cost, shall be open to inspection at any time by any officer of the Authority deputed for the purpose.

10. The mortgager hereby covenants with the Authority and guarantees as follows:

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a) That he/she will from time to time and all times hereafter comply with all Regulations framed by the Quetta Development Authority under QDA ordinance 1978

b) That the property hereby mortgaged is his / her exclusive and absolute property in which no one else has any claim, concern, right or interest of whatsoever nature.

c) That he /she has a legal right, full power, absolute Authority to so has been or may be impaired.

d) That he/she 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 hereby the right to some mortgage has been or may be impaired.

e) That he/she hereby declares that the property offered as security for provision of civic services is free from all sorts of encumbrances and charges and undertakes that the said property shall not be sold or charged without the prior approval in writing to the Authority.

f) That he/she 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 his / her title or any claim or demand preferred by any one with respect to the said property or any part thereof.

g) That he/she shall keep the property mortgaged with the Authority as security for the provision of civic services in a proper condition till the entire cost of civic services are provided.

11. In case the Mortgager fails to provide the development cost as required by the Authority under the proceeding clauses, the Authority without any further notice to or concurrence on the part of the Mortgager shall be entitled to:

(a) Take possession of the mortgaged property.

(b) Sell or dispose of the said property or any part thereof together or in parcel on the account and at the risk of the

Mortgager 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

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registered and have the necessary mutation of names entered in the Government and Municipal Records, and on such transfer the property shall vest in the transferee, all rights in or to the property transferred as if the property had been sold to the transferee by the owner and for the purpose aforesaid or any of them to make agreements, execute assurance and give effectual receipt for discharges for the purchase money and do all other acts and things for completing the sale, which the person or persons exercising powers of sale shall think proper of the aforesaid power shall be deemed to be a power to sell or concur in selling without the intervention of the Court under the transfer of property Act,1882.

IN WITNESS WHEREOF the Mortgager hath hereinto set his handed the day and year first above written.

Mortgager

In the presence of witness

<ol style="list-style-type: none">1. CNIC. _____2. Occupation. _____3. Address _____	<ol style="list-style-type: none">1. CNIC. _____2. Occupation. _____3. Address _____
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