

### MORTGAGE DEED

This Mortgage Deed is made at Islamabad on 21st day of SEPT, 2005 BETWEEN M/s. Telegraph & Telephone Employees Cooperative Housing Society, R/o Room No.9&10, Block 20-B, Trade Centre, Behind Union Bank, F-7 Markaz, Jinnah Super, Islamabad, through their General Secretary, Mr. Abdul Raheem Khan, registered under Cooperative Societies Act, 1925, (hereinafter referred to as the "Sponsor" which expression shall, where the context so admits, include the executors, administrators, legal representatives, assign and successors-in-interest) of the One Part and the Capital Development Authority, 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) Regulations, 1992 for approval of a Housing Scheme "Tele Gardens" over an Area of 993.20 kanal on land (Bearing Khasra Jat Nos. detail of Land 157K10M126Ft. attached), in District, Islamabad. The Authority has agreed to approve the Scheme on the conditions that the (Rupees Nil only) towards cost of development of the scheme or in the alternative, mortgages with the Authority 30 % of the saleable area of the said Housing Scheme.

And whereas, the sponsor has elected to mortgage with the Authority, 30% of the saleable area of the Scheme.

Now, therefore, this deed witnesseth as follows:-

1. As a security for proper development of the scheme in accordance with 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. 266 to 285-604 to 762 i.e. 179 plots of 500 Sq. yards (50X90) each in Sector F-17/2 and 4 commercial plots size 40X60 with adjoining parking area in Main Markaz, F-17, Islamabad shown in red color on the attached scheme plan, bearing drawing No.013-MCHS-01, dated 30-05-2004, measuring 157 kanal 10 marla = 126 Sq. ft. land.

2. The Sponsor shall pay all stamp duties, registration charges and other incidental expenses for the redemption of this mortgage deed.

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CDA رجسٹری

100x4  
400/-

26 0  
205

SH. DILAL PARS  
JOINT SUB REGISTRAR  
NO. 40, ISLAMABAD

4818  
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Presented for Registration of this Deed of Mortgage by M/s Telegraph & Telephone Employees Cooperative Housing Society (Regd.), Islamabad through their General Secretary, Mr. Abdul Raheem Khan S/o Ali Hassan, R/o Room No.9&10, Block 20-B, Trade Centre, Behind Union Bank, F-7 Markaz, Jinnah Super, Islamabad before me at the office of Joint Sub Registrar, Islamabad on this 21st day of Sept, 2005, between the 14 to 15 hrs the W.H.

Executant:

M/s Telegraph & Telephone Employees  
Cooperative Housing Society, Islamabad  
Through General Secretary  
Mr. Abdul Raheem Khan  
61101-18343903



JOINT SUB REGISTRAR  
ISLAMABAD

The contents of this deed have been read over to the said executant, who admitted and subscribes to and abide by all the terms and conditions setforth in the body of this deed. The executant is identified by M/s.

No.1. Ch. Ghazanfar Ali, Advocate High Court, Distt. Courts, Islamabad.

No.2. Mr. Muhammad Jamil S/o Muhammad Zaman, R/o No.275, St. 91, G-11/3, Islamabad. 61101-1965002-5

Witnesses are relied upon.

Executant:

Witnesses:

No.1.

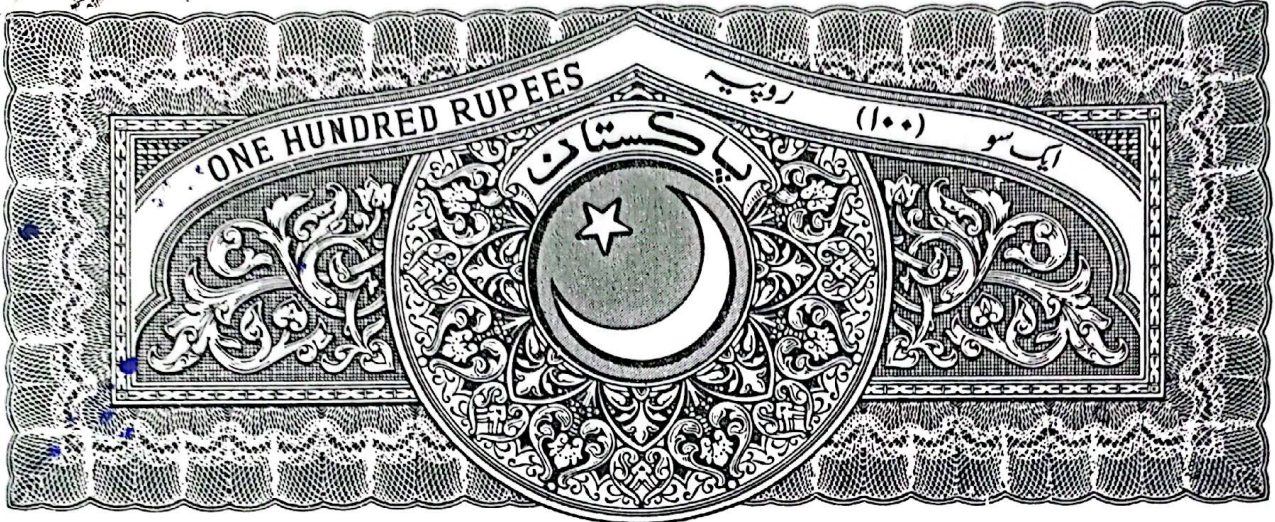
No.2.

JOINT SUB REGISTRAR  
ISLAMABAD



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100 RS.

PAKISTAN



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3. The Authority shall release the mortgaged plots in proportion to the development that may be completed by the Sponsors:-

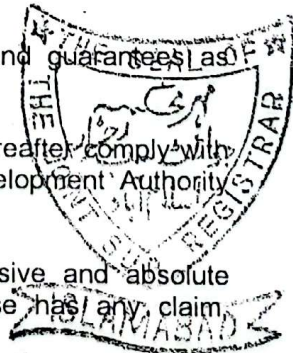
- △ On completion of 25% of the development works, 25% of the mortgaged plots shall be released to the sponsor.
- △ On completion of 50% of the development works, another 25% of the mortgaged plots shall be released to the sponsor.
- △ On completion of 75% of the development works, another 25% of the mortgaged plots shall be released to the sponsor.
- △ On completion of 100% of the development works, another 25% 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 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 for the purpose.

6. The Sponsor hereby covenants with the Authority and guarantees as follows.

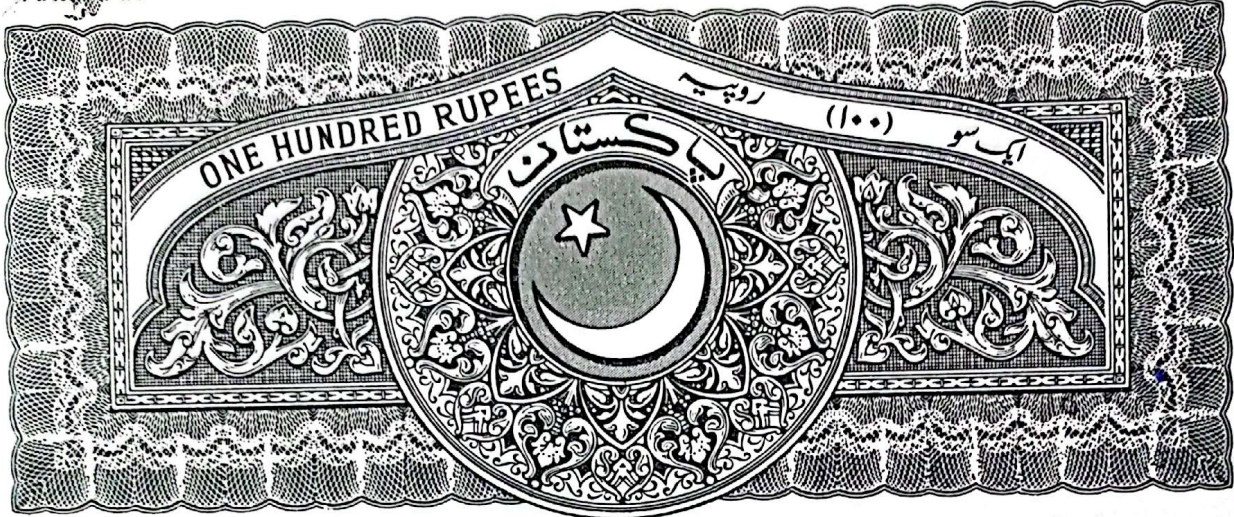
- a) That it will from time to time and at all times hereafter comply with all the regulations framed by the Capital Development Authority under the CDA Ordinance, 1960.
- b) That the property hereby mortgaged is exclusive and absolute property of the sponsor in which no one else has any claim, concern, 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.



*[Handwritten signature]*

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- 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 it is hereby declared that the property offered as security for development of the scheme is free from all sorts of encumbrances and charges and undertakes that the said property shall not be sold or charged without 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.

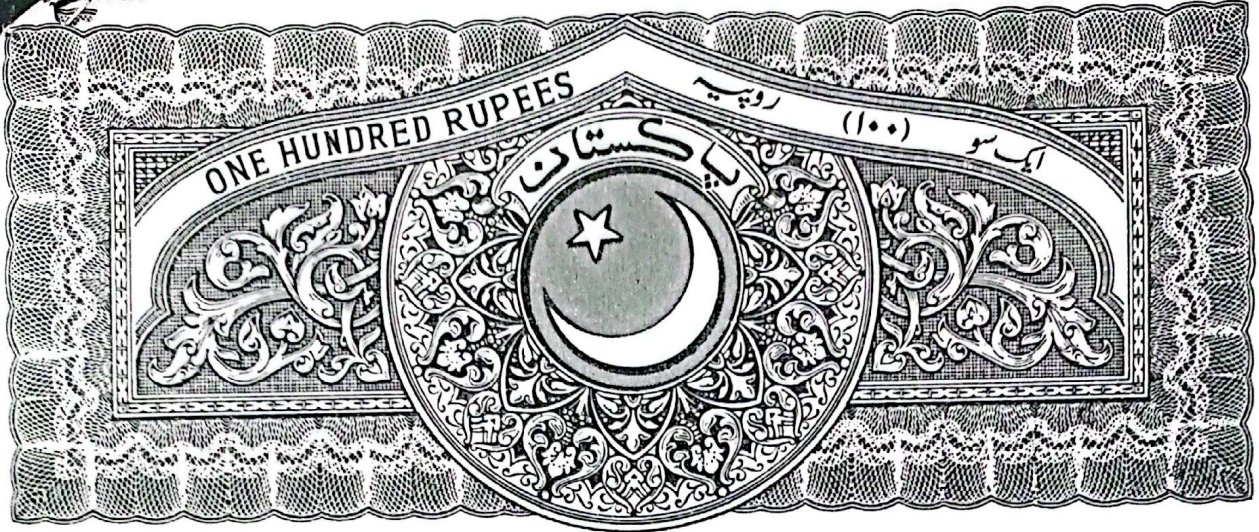
7. In case the Sponsor fails to develop the scheme in accordance with approved lay out plan and services, designs as required by the Authority under the preceding clauses, the Authority shall, without any further notice to or concurrence on the part of the Sponsor, be entitled to :-

- i) take over possession of the mortgaged property:
- 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, whether privately or by public auction or by private contract, on such terms and conditions as the Authority shall think fit and proper, without bid and intervention of a court of law and without prejudice to the Authority's rights to execute necessary sale deed, present it for registration and get the same



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registered and have necessary mutation of names entered in the Government and Authority's/Municipal records, and on such transfer the property shall rest in the name of 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 or give effectual receipt for discharge 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 and the aforesaid power s hall be deemed to be a power to sell concur in selling without intervention of the Courts.

IN WITNESS WHEREOF, the parties hereto have here unto set their hand and seal the day and year first above written.

Witnesses:-

1.

Ch. Ghazanfar Ali, Advocate High Court,  
Distt. Courts, Islamabad.

2.

Muhammad Jamil S/o Muhammad Zaman,  
R/o H. No.275, St. 91, G-11/3, Islamabad.  
61101-1965002-5

(ABDUL RAHEEM KHAN)  
GENERAL SECRETARY

For and on behalf of  
T&T Engineering & Construction  
Housing Society, Islamabad

For and on behalf of the  
Capital Development Authority

MUHAMMAD IQBAL NOOR  
Dy. Director General Planning  
Capital Development Authority  
Islamabad



107. 2055

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SH. BILAL RASOOL  
STAMP  
NO. 40/ISLAMABAD

## CERTIFICATE

Registered at No. 4898 on this 21st day of  
Sept 2005 and a duplicate copy pasted in Book No.  
1 Vol No. 1737 on pages 101 to 104

The executant and witnesses have put their respective hands in my  
presence.

