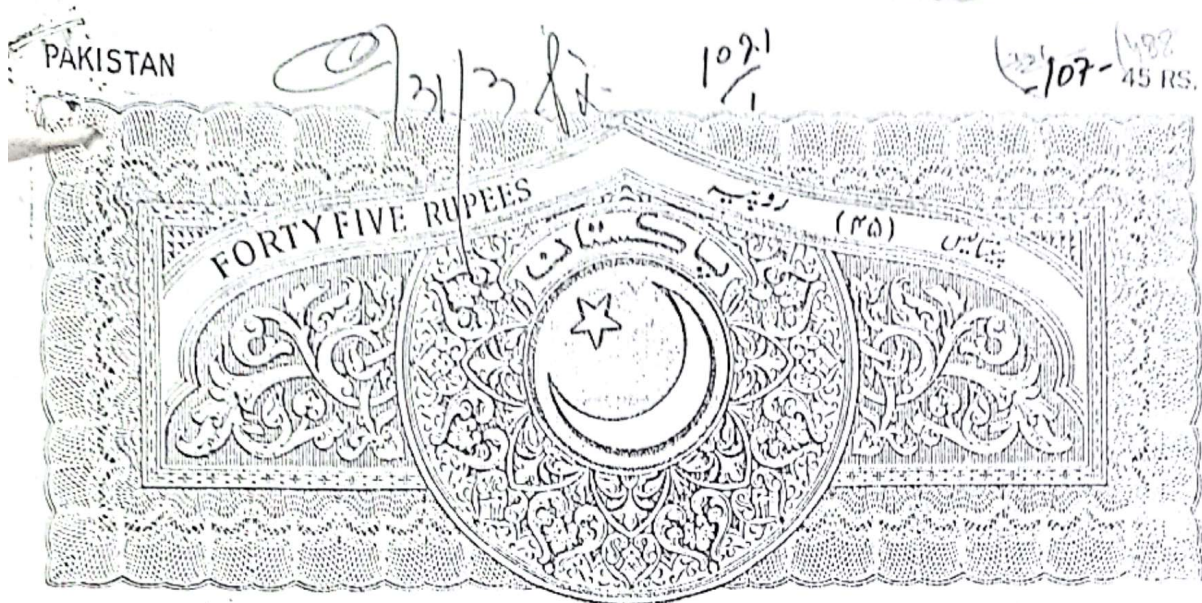




ANNEXURE "B"

MORTGAGE DEED

(Bond)

This Mortgage Deed is made at Islamabad on the _____

day of _____

in the year 2003 BETWEEN JAMMU & KASHMIR CO-OPERATIVE HOUSING SOCIETY, ISLAMABAD. A society under the Cooperative Societies Act, 1925, (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 a Housing Scheme over an area of 3482.60 kanals on land bearing Khasra Nos. 137, 138/2, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148/2, 166/2, 167, 168, 169, 170, 171, 172, 173, 174/2, 176/2, 177, 178, 179, 180, 181, 182, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 286, 287, 288, 289, 291, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 307, 308, 309, 310, 312, 317, 318, 319, 320, 321, 322, 323/2, 324, 325, 326, 327, 328/2, 330/2, 635/2, 640, 641, 643, 646, 1845/1825/182/2, 'JHANGI SYEDDAN'

1299, 1300, 1301, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1332, 1334, 1518, 1525, 1526, 1527, 1528, 1529, 1530, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1544, 1545, 1547, 'BHADANA KALAN' 630, 631, 647 and 648 'TURNOL' district Islamabad. The authority has agreed to approve the Scheme on the condition that the sponsor 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 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

1489

-108-

12687

45+15+3+5+5 25-1-03

100

عبد اللطيف قريشي سکريٽري جنرل جھون کونو پريکوپ ونيٽ سرسائي
CDA برائے ريسٽن ۱۱ جمن

1021
1

Presented for registration this Deed of Mortgage by ABDUL LATIF Qureshi
Secretary Jammu Kashmir Co-operative Housing Society
Jammu & Kashmir Co-operative Housing Society Ltd., Flat No. 3, Block No. 16, Libra Market,
G-7 Markaz, Islamabad, of the One Part and CDA, Islamabad on the 2nd Part before me at the
office of Joint Sub Registrar, Islamabad, on this 31st day of March, 2003,
between the hours 10 to 14.

Executants:

1st Party:

Abdul Latif Qureshi
Secretary
Jammu & Kashmir Co-operative
Housing Society Ltd.,
Islamabad.

2nd Party:

Mahboob Ali Khan
Deputy Director
Urban Planning Directorate,
Planning Wing, CDA,
Islamabad

JOINT SUB REGISTRAR
ISLAMABAD

Execution and completion of this deed has been admitted by the said executants who subscribes to and abides by all the terms and conditions set forth in the body of this deed. The executants are identified by: -

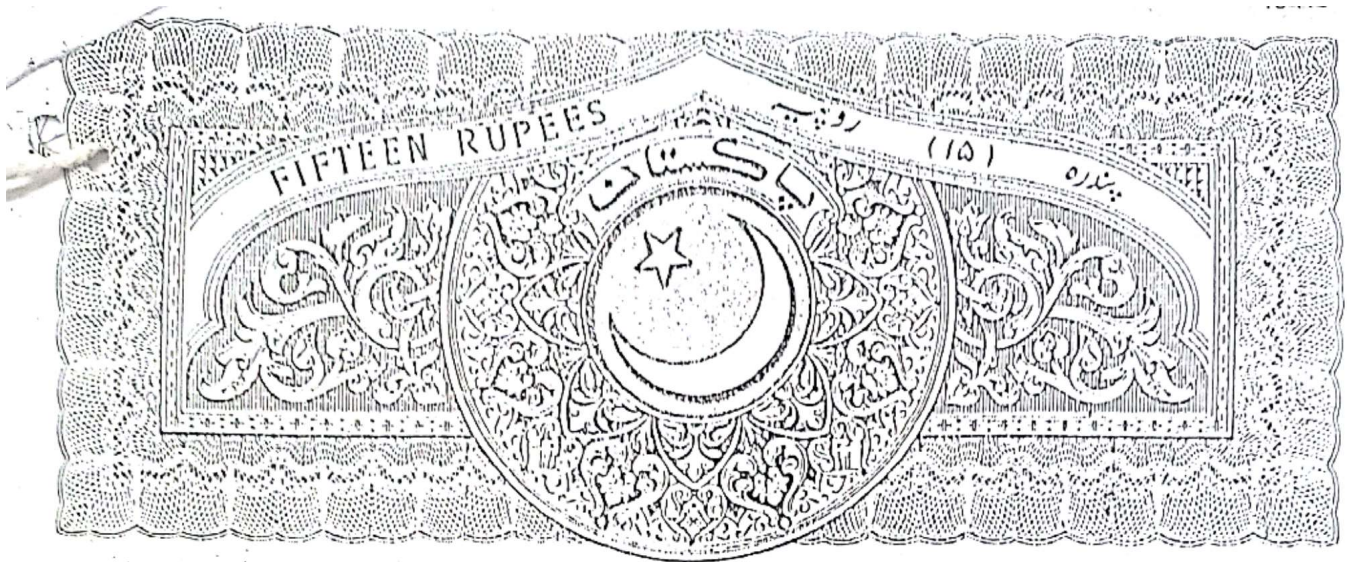
1. Mr. Singal Islam
I.D. 61/CI-3005119-1
2. Syed Anif Hameed Nayab
I.D. 211-ABAA6307

The witnesses are relied upon.

Executants: - 1 Singal Islam

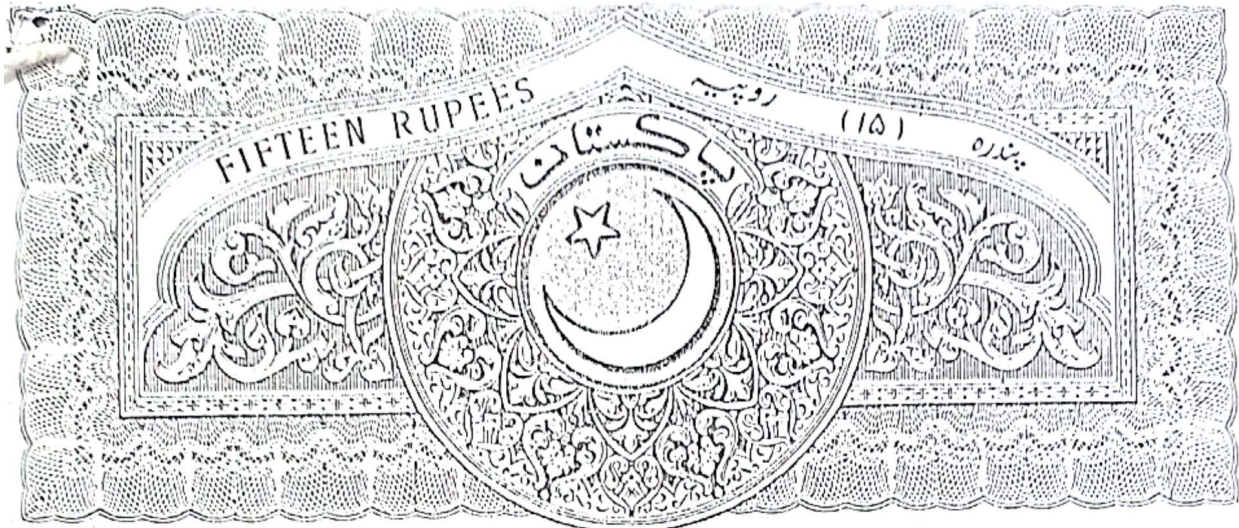
Witnesses: - 1 Syed Anif Hameed Nayab

JOINT SUB REGISTRAR
ISLAMABAD



(Page-2)

sponsor hereby grants, assures demises and mortgages unto the Authority. plots No., 540,741,734,756, 758, 759,
 (Block "A") 251,252,253,254,255,256,257,258,259,260,261,262,263,320,331,332,333,334,
 335, 336,337,338,346,348,349,350,351,352,353,354,355, 356,357,358, 359,360,361,362,363,
 365, 366,367,368,369,370,373,374,375,378,379,380, 381,382,383,384,385,386,387,388,389,
 390,392,393,394,395,396,397,398,399,400,401,402,403,404,405,406,407,408,409,410,411,
 412,413,414,(Block "B") 380,427,519,523, 526,527,528,529,530,531,532,534,535,536,537,
 542,543,552,553, 555, 572, 581, 582, 586, (Block "D") 200 sq.yrd. (38.4 Kanals)
 502,748,749,750,751, (Block "A") 22,109,110,111,112,116,122,123, 160, 162,182,183, 193,
 202,207,242,243,244,245,246,247,248,249,250,266, 270, 271,272,275,276,277, 278,279,280,
 281,282,283,284, 285, 286,287, 415,416, 417,(Block "B")104,152,177, 178,186,(Block "C")
 281, (Block "D") 111, 112, 113, 197, 198, 199, 200, 201, 202, 203,
 (Block "E") 356 sq. yrd. (38.5 Kanals)
 94,99,100,148, (Block "B") 40,41,61,63,64,65,68,71,75,76,77,78,79,80,81,82,83,84,85,
 86,87,88, (Block "E") 500 sq. yard. (22 Kanals)103,649, (Block "A") 7,175, 180,221,
 (Block "B")50,(Block "C")16,59,(Block "D")91,92,93,94,96,97,98,99,100,101,102,103,
 104,105,106,129,130,131,132,133,134,135,136,137,138,139,140,141,142,143,144,145,
 146,147,148,149,150,151,152,153,154,170,171,172,173,174,175,176,177,178,179,180,
 181,182,183,184,185,186,187,188,189,190,191,192, 193,194,195,196, 215,216,217,218,
 219,220,221,222,227,228,229,230,231,232,233,234,235,236,237,238,239,240,241,242,
 243,244, 245,246,247, 248,251,252,(Block "E") 600 sq. yrd. (109 Kanals)
 9,20,21, (Block "A")72(Block "B")36,(Block "C")44,45,(Block "D")119,124,125, 126,
 55,156,157,158,159,160,161,162,163,164,165,166,167,168,169,223,224,225,226,253,254,
 55,256,258,259,260,261,262,263,264, (Block "E") 1000sq.yrd.(68.6 Kanals)



(Page-3)

Total Area to be Mortgaged

(a)	Area of residential plots	= 275.00 Kanals
(b)	Commercial area	= 58.40 Kanals
(c)	Area of apartments	= 33.00 Kanals
(d)	Mauve area	= 140.00 Kanals
Total		= 506.40 Kanals

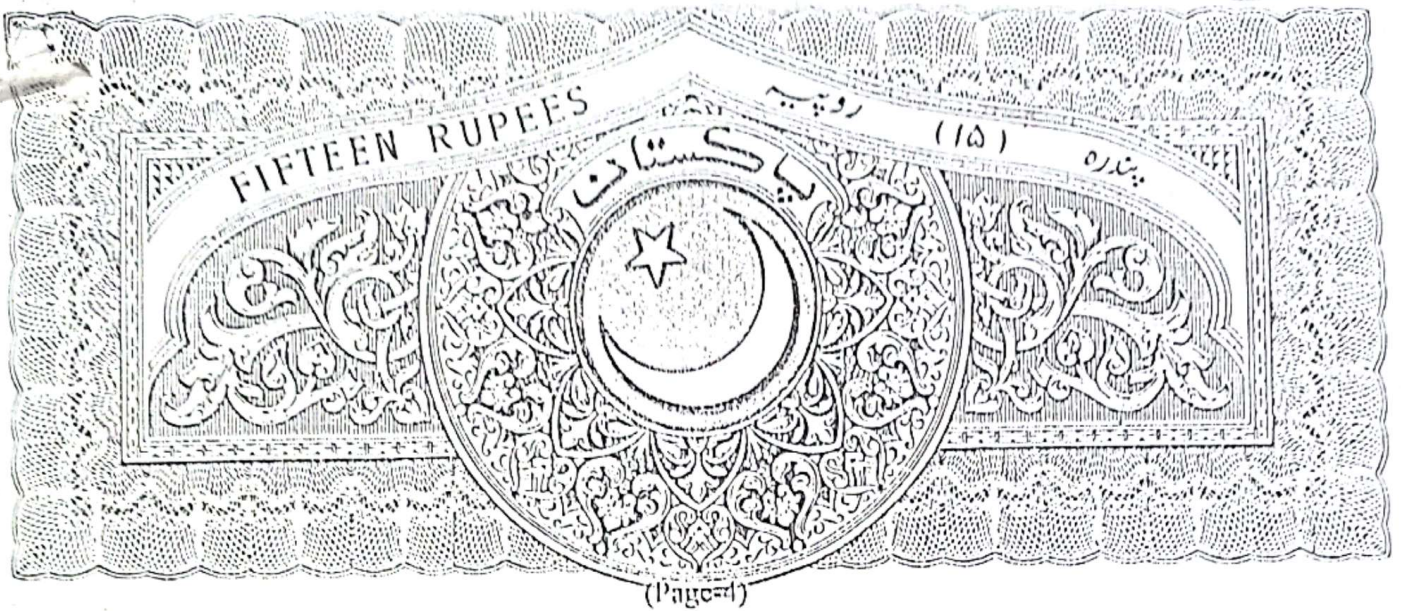
Amounting Rs. 4,00,000/- Rs. face only.

Total 506.40 Kanals is shown in red colour on the attached scheme plan, bearing drawing

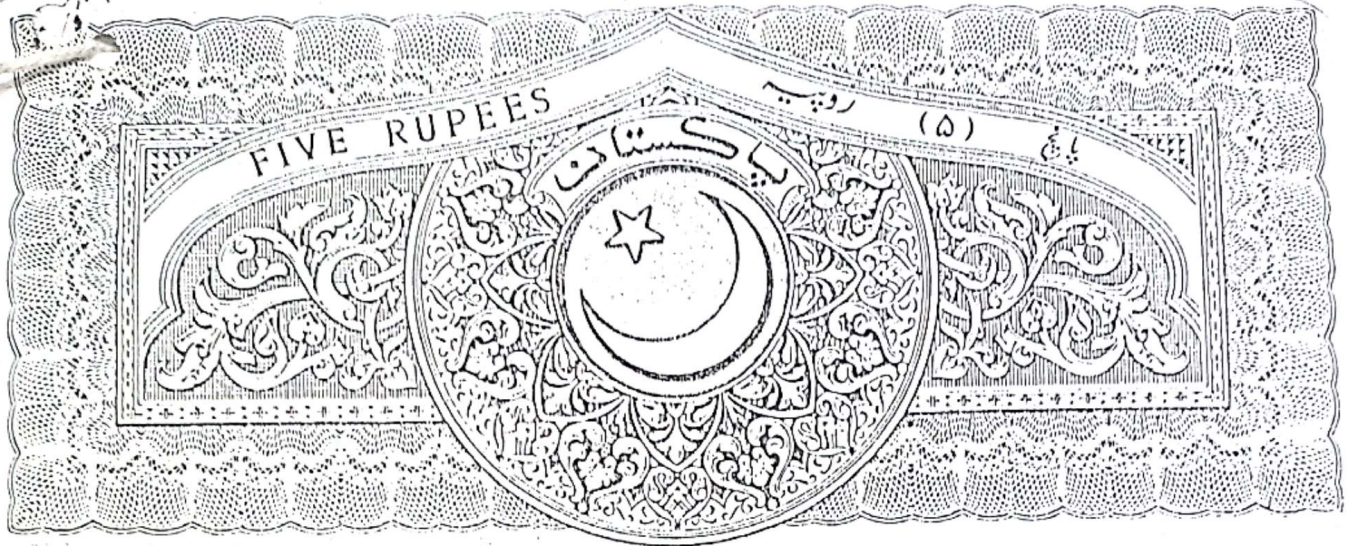
No. 002-JKCHS-08C.

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 Sponsor:-
 - On completion of 25% of the development work, 25% of the mortgaged plots shall be released to the sponsor.
 - On completion of 50% of the development work, another 25% of the mortgaged plots shall be released to the 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 sponsors.





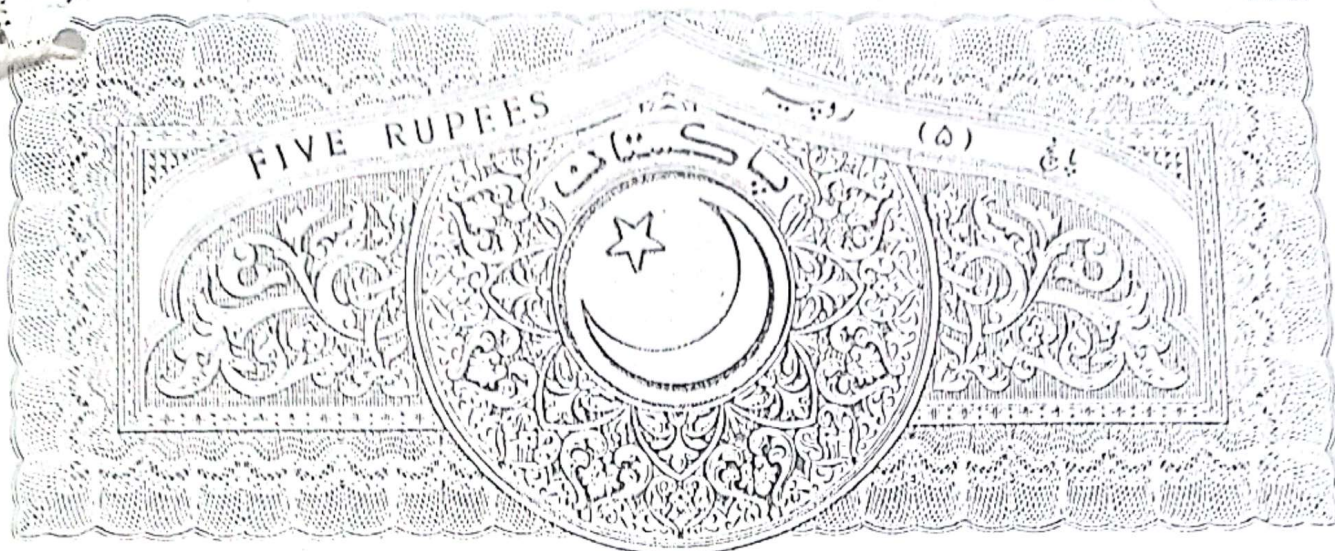
4. If the Sponsor fails to abide by any of the terms of the undertaking, which is being given by the sponsor to the Authority separately in this behalf, the approval may be withdrawn and the scheme shall be taken over by the Authority without any extra liability.
5. The plots mortgaged to the Authority 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.
 - 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 hereby declare 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 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.



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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:-
- Take over possession of the mortgaged property.
 - 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 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 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 given 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 shall be deemed to be a power to sell concur in selling without the intervention of the Court.





(Page-6)

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

Ratay

For and on behalf of
Jammu & Kashmir Cooperative Housing Society Ltd.
Islamabad. **ABDUL LATIF QURESHI**
Secretary
Jammu & Kashmir Coop.
Housing Society Ltd.

For and on behalf of
Capital Development Authority

In the presence of
Witnesses: -

1. *[Signature]*
Occupation CHIEF OF ISLAM
Address Secretary
N.I.C. No. 61101-2005119-1

1. *Syed Hafeez Hussain Sayed*
Occupation A/o
Address 11-31-3, Gulshan Garden Khan
N.I.C. No. 211-13-AAC807



CERTIFICATE

Registered at S. No. 1021 on this 31st day of Mar.
2003, and its duplicate copy is pasted in Book No. 1 Vol. No. 1338
at pages 13 to 18.

The executants and the witnesses have signed in my presence.

JOINT SUB-REGISTRAR
ISLAMABAD