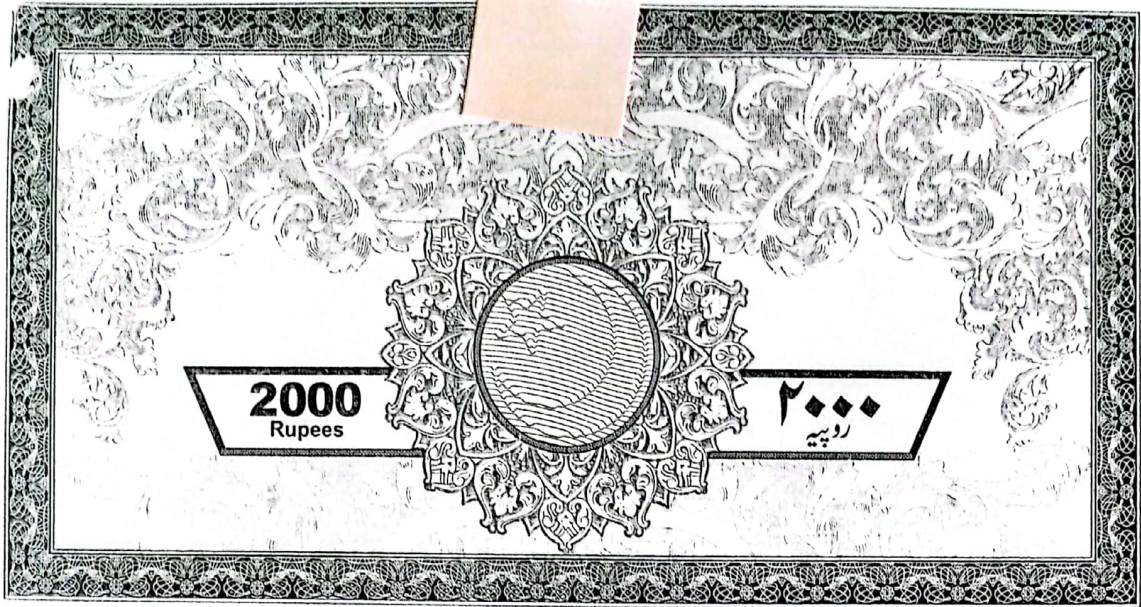




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MORTGAGE DEED

5346/E
This Mortgage Deed is made at Islamabad on the ^{15/9} day of September in the year 2021 between M/s SUPREME COURT EMPLOYEES COOPERATIVE HOUSING SOCIETY LTD through their Secretary a society registered under the West Pakistan 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 Sponsors has applied to the Authority in pursuance of ICT (Zoning) Regulation, 1992, for approval of a Housing Scheme over an area of 2222 Kanaland 4 Marla on land bearing Khasra Nos. 7, 8, 11, 12, 13, 16, 17, 28, 29, 56, 57, 62, 65, 66, 67, 68, 77, 79, 80, 81, 82, 96, 97, 99, 100, 104, 105, 119, 121, 122, 124, 126, 128, 129, 153, 160, 161, 162, 163, 166, 169, 176 in Mouza Barkat Tehsil and District Islamabad and bearing Khasra Nos. 577, 578, 585, 594, 595, 596, 597, 597/1, 598, 600, 1069, 1070, 1071, 1073, 1080, 1081, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1097, 1099, 1100, 1102, 1104, 1105, 1106, 1111, 1112, 1118, 1119, 1120, 1153/1122, 1124, 1125, 1126, 1127, 1131, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1143 in Mouza Nougazi Tehsil Taxila, District Rawalpindi. the above Khasra Nos fall in the Revenue Limits of ICT Islamabad

The Authority has agreed to approve the scheme on the condition that the sponsor mortgages with the Authority 20% of the saleable area of the said Housing Scheme.

scheme.

Now, therefore, this deed witnessed as follows:-

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 total 170.35 Kanal of Residential

Presented for registration this deed of mortgage by M/S SUPREME COURT EMPLOYEES COOPERATIVE HOUSING SOCIETY LTD, through their Secretary a society registered under the West Pakistan Cooperative Societies Act, 1925, before me at the office of J/Sub Registrar Islamabad, on this 15 day of sep 2021, between the hours 16 to 17 on _____.

EXECUTANT:-

For and Behalf of
M/s Supreme Court Employees Cooperative
Housing Society

J/SUB REGISTRAR
ISLAMABAD

The execution and completion of this deed has been admitted by the above said executant who hereby under takes to abide by and subscribes to all the terms and conditions said forth in the body of this deed. The executant is identified by M/S:-

1. Mr. Asrar Ahmed Afzal S/o Niszar Ahmed Afzal H. No-163
st 36 sector - F-10/1 Islamabad Nic = 61101-4409578-3
2. Mr. Ghulam - Sagrin S/o Mian Khan Village & Post office Uthwal
Tehsil & Dist Chakwal Nic = 37201-1573185-5

The witnesses are relied upon

EXECUTANT:

WITNESSES:

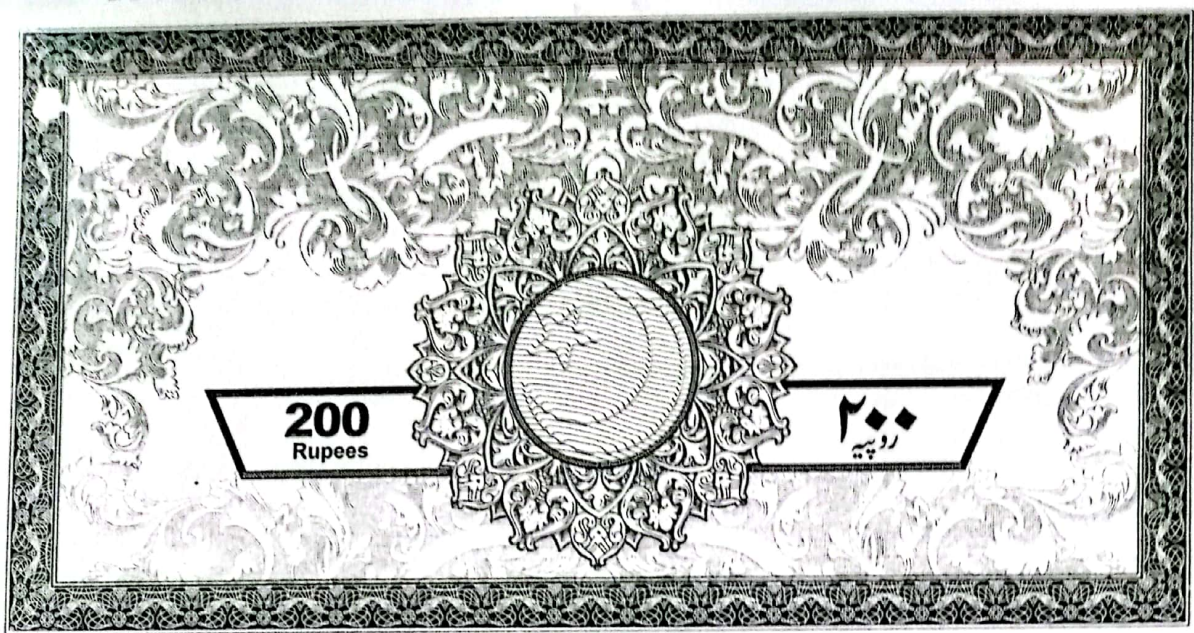
No.1.

Rajal

No.2.

G. SAGGIN

J/ SUB REGISTRAR
ISLAMABAD



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Saleable Land and 14.58 Kanal in Commercial Saleable Land Total of which comes 184.93 Kanal and details are as under,

Residential plots No in G-17/1

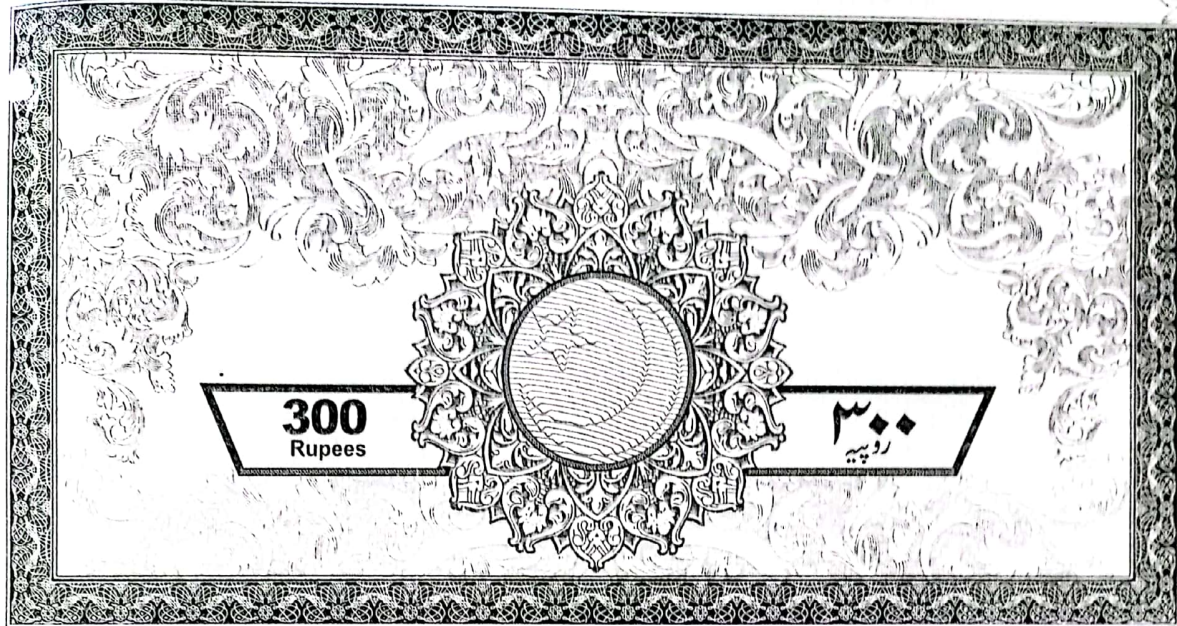
SIZE	PLOT NOS
25 X 50	466,467,468,469,470,471,471,472,473,474,475,476 (471)
30 X 60	682,683
35 X 70	663,664,665,666,667,668,669,670,671,672,673,512,513,514,505 ,506,681,147,148,563 (512)
40 X 80	488,489,490,491,492,487
50 X 90	465,444,354,355
ODD SIZES	20,39,4,51,68,69,85,86,87,106,107,126,145,146,171,199,235,270,271, 358,380,415,443,555,593,614,615,640,641,615,640,641,662,810,830,863 ,1000,1001,888,904 (400)

And Residential Plots in G-17/2

SIZE	PLOT NOS
25 X 50	321,329,331,333,335,337,339,340,341,342,343,344,345,346,347 ,348,349,350,351,352,353,354,355,356,357,358,359,360,361,363,364,36 5,366,367,368,369,370,371,372,373,374,375,376,377,378,379,380,381,3 82,383,218,219,220,221,222,223,224,225,226, 227,228,229,230,231,232,233,234,236,237,238,239,240,241,242, 243,244,245,246,247, 248,249,250,251,252,253,254,255,256,257,258,259,260,261,262, 263,264,265,267,268, 269,270,271,272,273,274,275,276,277,278,279,280,281,282,283, 284,285,286,287,288,289,290,291,292,293,294,295,296,409,410, 411,412,413,414,415,416,417, 418,419,420,421,422
30 X 60	297,298,299,300,301,302,303,304,305,306,307,308,309,310,311, 312,313,314,315,316,317 318,319,320,387,388,389,390,391,392,393,394,395,396,397,398, 399,400,401,402,403,404,

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405,406,407,408,497,498,499,500,501,502,503,514,515,516,517,
518,519,520,521,522,523,
524,525,526,527,528,529,540,541,542,543,544,545,546,547,548,
549,550,551,552,553,554,555,
593,595,597,599,601,603,605,611,612,613,614,633,634,635,636,
637,638,639,640,
652,653,654,655,656,681,682,683,684,

35 X 70 472,473,474,475,476,477,478,479,480,481,482,483,484,485,486,
487,488,489,490,491,492,493,494,
495,496,384,385,386,571,573,575,576,577,578,579,580,663,665,
667,669,671,673,675,677

40 X 80 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,47,136,137,
138,139,140,141,142,143,144,145,
146,147,148,149,150,151,152,153,154,155,156,157,158,657,
658,659,660,661

ODD SIZES 925,989,990,42,43,44,45,46,70,88,90,92,114,115,159,217,
266,362,426,436,437,462,471,556,557,558,559,560,561,562,563,564,565
,566,567,568,569,570,572,574,606,607,608,609

TOTAL Residential Mortgage Land is 170.35 Kanal

And Commercial Plots in G-17/1

SIZE	PLOT NOS
112 x 102	6,7

And Commercial Plots in G-17/2

SIZE	PLOT NOS
50 x 80	1,2,3,4,5,6,7,8,9,10,11,
35 x 51	1,2,3,
40 x 60	4,5,6,

[Handwritten signature]

Continued.....

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Total Commercial Mortgage Land is 14.58 Kanal
 shown in yellow colour on the attached scheme plan, bearing drawing No.
 SCECHS/MP/01, LAYOUT PLAN – MORTGAGE PLOTS SHOWING

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.
 - 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, remaining 10% 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 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 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 declares 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.

7. In case the sponsors 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) Takeover 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, 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.

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

For and Behalf of

M/s Supreme Court Employees
Cooperative Housing Society

For and on behalf of

Capital Development Authority

M1829 Saeed Ahltaq
S/o M1829 Mazhar Hussain

In the Presence of

Witnesses:

1. (Signature)
Occupation _____
Address H.No-163, St No 36 Sector F10/1 SB
CNIC No. 611014404578-3

2. G. Saeed
Occupation: Post waki (SCECHS)
Address Village 8 Post office Uthman Tarsil Dist
CNIC No. 37201-1573185-5
Chakral

746



7807



Deed of Registration

Misc.

CNIC of Executant

61101-1806736-5

CNIC of Witnesses

61101-4101578-3

37201-1573185-5

Witness of Executant's Sign

Witness of Executant's Signature

CERTIFICATE

Registered at No. _____ on this _____ day of _____ 2021

Book No. _____ Vol. No. _____ on pages _____ to _____.

The executant and the witnesses have put their respective hands to this Deed in my presence.

**J/SUB REGISTRAR
ISLAMABAD**