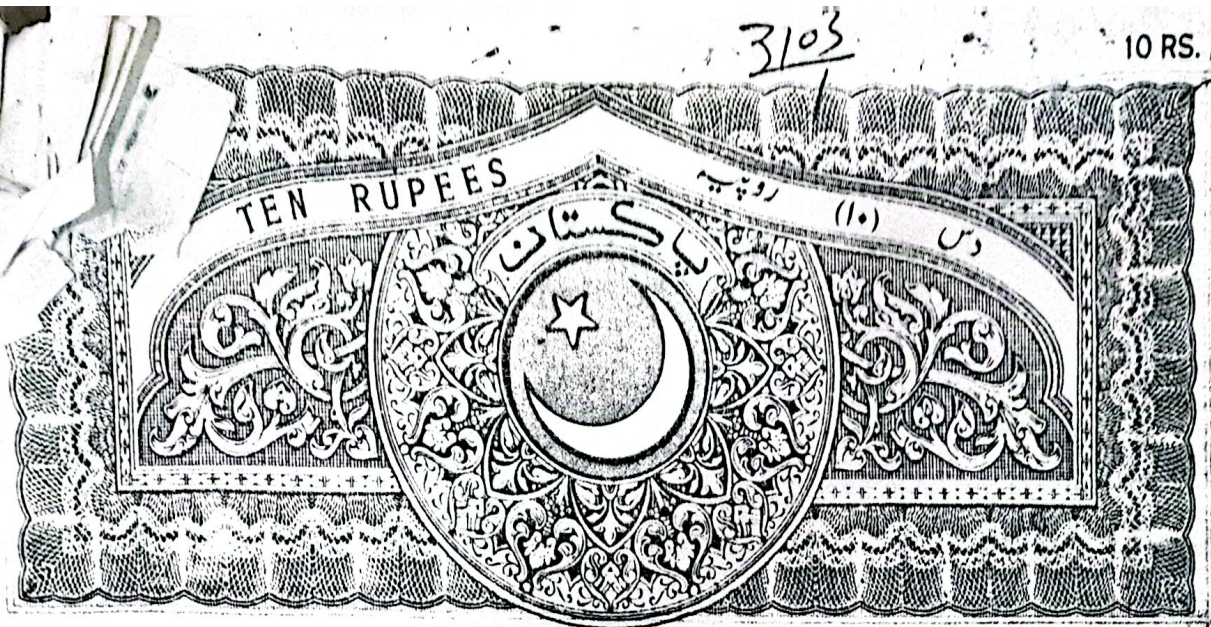




M O R T G A G E D E E D

P.A. Wazir Haider

December This Mortgage Deed is made at Islamabad on the 12/6 day of ~~November~~ the year 1993 BETWEEN M/S R.P. Corporation (Pvt.) Ltd., through Syed Agha Najib Haider, the Director ~~and the Attorney~~ of the ~~the~~ company registered under the Companies Ordinance 1984 (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, representatives and assigns) of the other part.

P.A. Wazir Haider

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 1600 Kanals of land bearing Khasra Nos Mouza Pind Parian District Islamabad, permission to advertise a Housing Scheme in and around Mouza Pind Parian District Islamabad, to raise the membership and generate funds.

under 59

"AND WHEREAS, the requisite approval/permission can be granted only if the sponsor deposits with the authority the estimated cost of development of the scheme or mortgages with the Authority at least 480 Kanals of land in the said housing scheme as security for the development of scheme.

"AND WHEREAS the sponsor has selected to mortgage with the authority 480 Kanals of land in the proposed scheme.

...2

270-66-010682
بہارہ سیدہ عائشہ بیگم

$$\frac{3103}{1}$$

December

S. A. Naib Haider
SYED AGHA NAJIB HAIDER

~~JOINT~~ SUB-REGISTRAR
ISLAMABAD

The Executant is identified by Messrs

1. Syed Rais Haider S/O Agha Ali Haider, House No.23, Street No.33, F-8/1, Islamabad. NIC No.270-54-01490
2. Fazal Abas S/O Ghafoor Ahmad, resident of 281, Service Road, E-7, Islamabad. NIC No.211-48-312527

The witnesses are relied upon.

1. I. a. weil hat

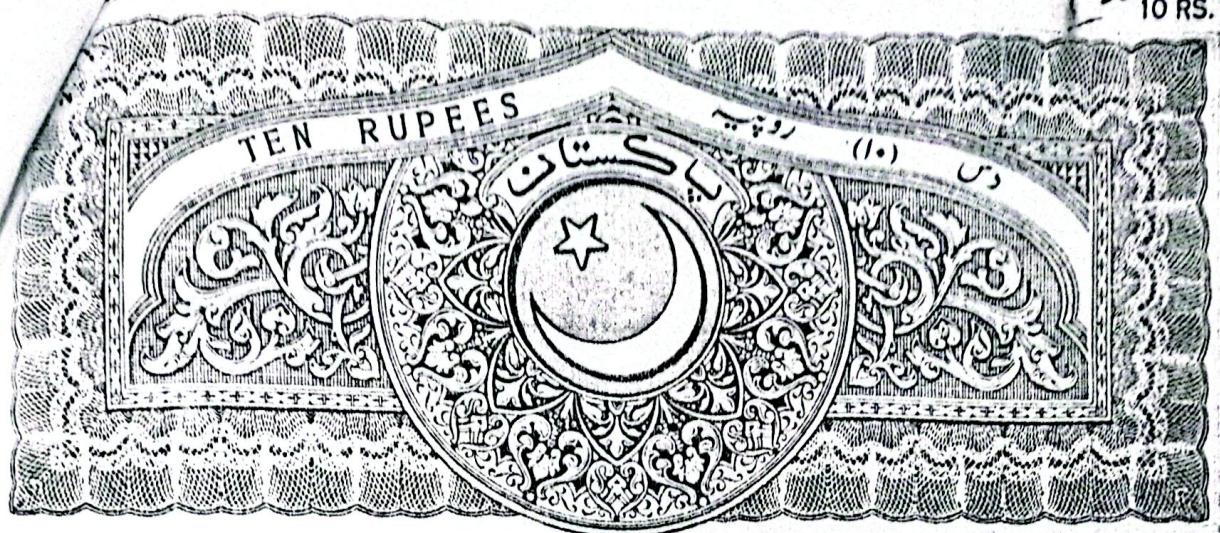
EXECUTANT:

1. Indulge

WITNESSES

End Leo Haiden
2.

J. S. SUB-REGISTRAR
ISLAMABAD.

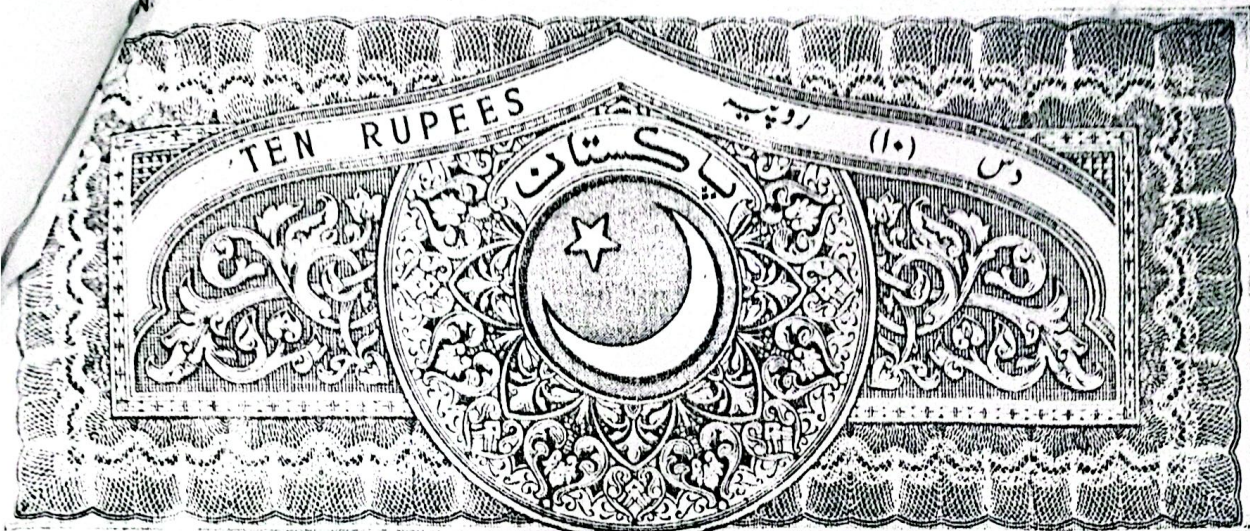


- 2 -

Now, therefore, this deed witnesseth as follows:-

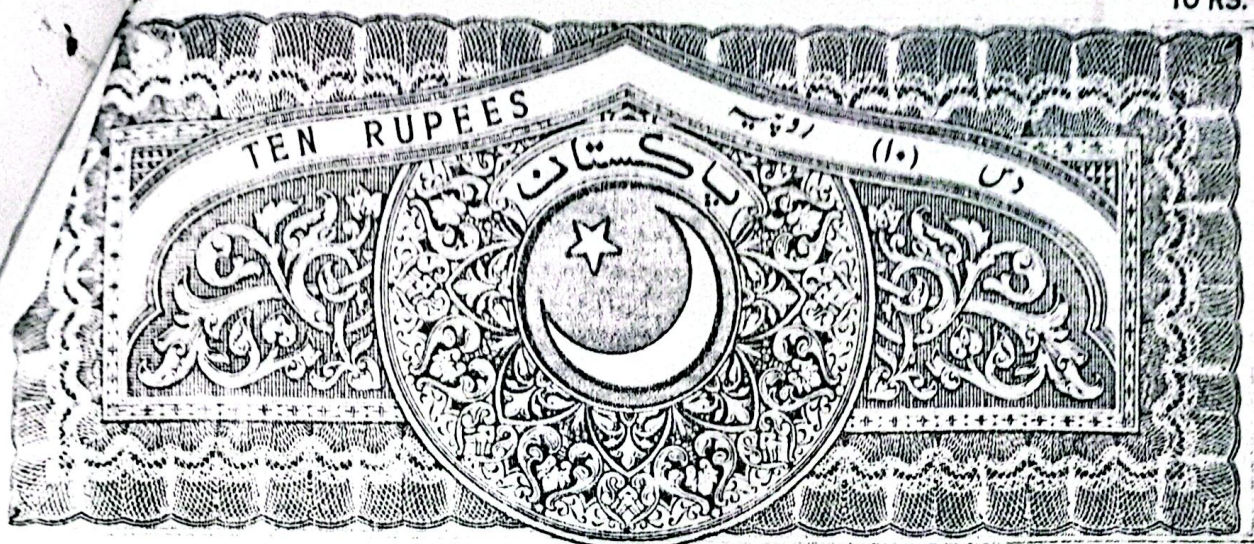
1. As a security for the proper development of the scheme in accordance with the engineering designs, detailed specifications of services/utilities and time schedule approved and laid down by the Authority, the sponsor hereby grants, assures, demises and mortgages unto the Authority, the land measuring **480 Kanals situated under Khewat No. 29,** 29, 73, 83, 29, 195, 198, 202, 203, 73, 83, 88, 195, 196, 198, 202, 203, 202, 203, 202, 203, 59, 188, 83, 89, 125, 126, 188, 198, 29, 44, 49, 163, 208, 59, 29, 44, 59, 1, 60, 60, 67, 126, 151, 161, 163, 112, 114, 115, 117, 118, 122, 123, 127, 128, 1, 1, 1, 6, 60, 63, 102, 61, 28, 26, 26, 23, 197, 204, 183, 151, 152, 59, 102, 163, 151 and 151 - vide **Khatooni Nos.** 87, 142, 171, 188, 87, 479, 487/489, 506, 507/508, 171, 188, 418/422, 424, 479, 480, 487/489, 506, 507/508, 504/506, 507/508, 506, 507/508, 141, 417/461, 188, 194, 271/272, 275/276, 277, 418/421, 414, 487/489, 87, 110, 116, 349/350, Shamlat, 141, 87, 111, 141, 2-5-6, 9-13, 14-16/20, 145, 146, 149, 150, 145-146, 149-150, 159, 277, 337, 339/344, 349/350, 236/245, 250/251, 252, 255, 255, 256, 257, 263/266, 267, 278, 279, 2-5-6-, 9-13, 14-16/20, 2-5-6, 9-13, 14-16/20, 1 to 20, 31/32, 145, 154, 223/224, 152, 102, 73/74, 73/74, 82, 481, 509, 384, 322, 326, 141/144, 222/224, 349/350, 322 and 322, out of **Khasra Nos.** 400 to 408, 422, from 424 to 432, from 434 to 461, 463, 464, 466, 468, 470, 471, 473, 475, from 478 to 486, 489, 492, 493, 497, 498, from 500 to 504, 506, 510, from 515 to 520, 523, 524, 526, 568, 569, 570, 572, 576, 578 and 583, vide Intiqal Nos. 1026, 1029, 1032, 1033, 1034, 1035, 1036, 1037, 1042, 1053, 1054, 1055, 1057, 1063, 1139, 1158, 1230, 1233, 1268, 1271, 1272, 1273, 1231, 1232, 1269, and 1174 (all under new Mutation No. 478) located in village Pind Parian Teh & Distt Islamabad shown in red colour on the attached scheme plan

*ansd
S.A. Veil Hall*



- 3 -

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:-
- 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.



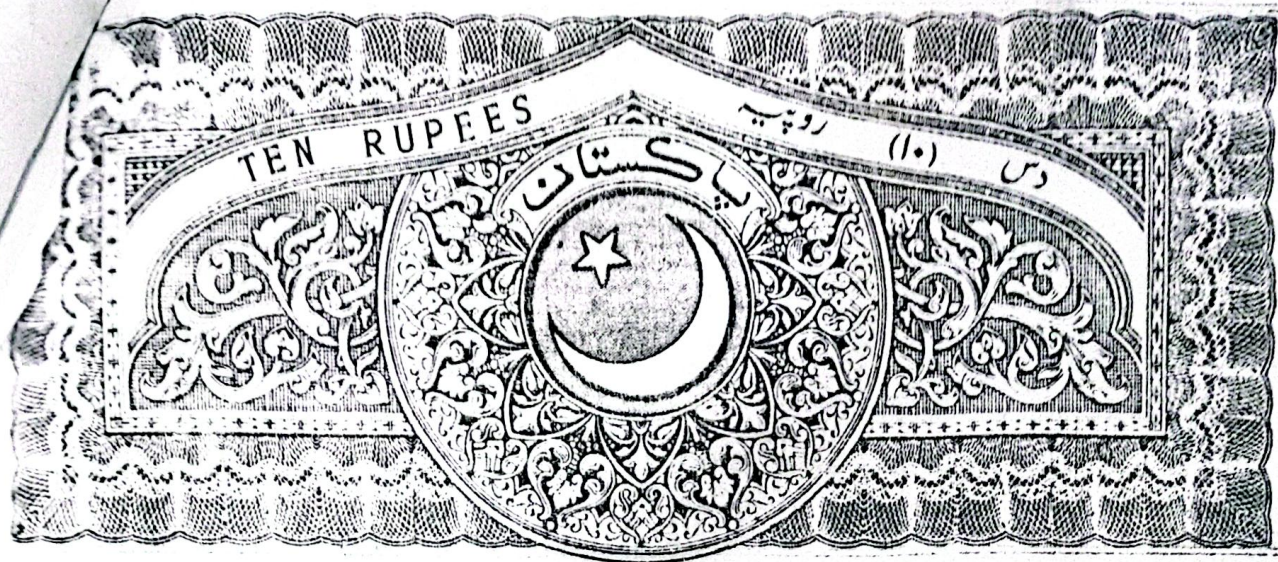
- 4 -

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.

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 service.

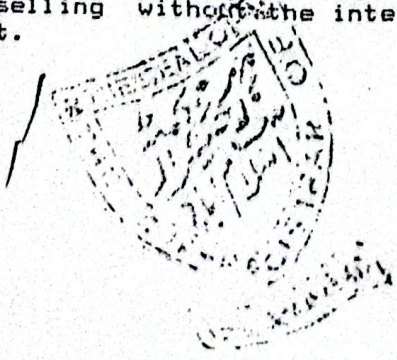


7. In case the Sponsor fails to develop the scheme in accordance with approved layout plan and services designs as required by the Authority under the preceding clauses, the Authority shall, without any further notice to or concurrence on the part of the Sponsor, be entitled to:-

- 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, 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 purpose aforesaid or any of them to make agreement, execute assurance and 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 shall be deemed to be a power to sell concur in selling without the intervention of the Court.

S.A. Vaid 11/11/11

order



126

- 6 -

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

For and on behalf of
M/s R.P. CORPORATION (PVT.) LTD.

S. a. Naib Haider

(SYED AGHA NAJIB HAIDER)
Director.

N. I.D. No. 270-44-210482

J. D. Cand

anand

For and on behalf of
Capital Development Authority,
Deputy Director
Urban Planning Directorate
Planning Wing
CDA; ISLAMABAD

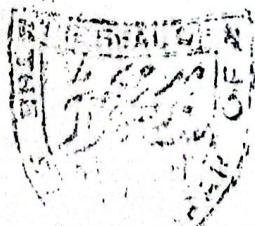
In the presence of
Witnesses

1. SYED RAIS HAIDER *Syed Rais Haider*
Occupation: Private Service
Address: House No.23, Street No.33, F-8/1,
Islamabad.

N. I.C. NO. 274-54-010490

2. Fazle Abbas *Fazle Abbas*
Occupation: Service
Address: 281, Service Road,
Islamabad.

N. I.C. NO. 211-48-312527



TE
CERRegister No. 3103 Book No. 1 Volume No. 930pages 22 to 27 and duplicate copy pasted in theAdditional Book No. 1 Volume No. 930 on butts 22to 27 this 12/1 day of December 1993. The Executant

and witnesses have signed in my presence.



SUB-REGISTRAR

ISLAMABAD.