



Less value of stamp duty Rupees 19000 have paid with challan No 656 dt 13-7-2010  
At MRP F 18

### TRANSFER DEED

Rs. 5,00,000/-

THIS DEED TRANSFER made on the 24<sup>th</sup> Day of June year 2010 M/S Engineers'  
Housing Scheme through Muhammad Arif Sheikh their Secretary hereinafter called the  
"Transferee" :-

### IN FAVOUR OF

The Capital Development Authority, Islamabad hereinafter called the "Transferee"

WHEREAS the transferor is absolute owner with possession of land measuring 1156.29 Kanals bearing Khasra Nos. 1508/204, 213, 213/1, 216, 217, 218, 228, 229, 230, 232, 234, 238, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 255, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 293, 294, 295, 296, 297, 298, 299, 301, 304, 305, 306, 307, 308, 327, 362, 370, 371, 374, 375/1, 376, 377, 380, 402, 403, 404, 485, 486, 489, 490, 491, 492, 499, 500, 501, 502, 503, 504, 505, 506, 507, 509, 510, 513, 515, 516, 517, 518, 519, 520, 1413/482, 1414/482 in Mauza Sarai Kharboza and Khasra No. 241 in Sarai Madu Tehsil & District Islamabad.

AND WHEREAS the transferee has approved the layout of housing scheme on the land, in which an area measuring a total of 504 Kanals 17.6 Marlas (shown in black, green, yellow, etc on the plan annexed hereto) is reserved for General Public use as follows (hereinafter called "Property").

	Kanals	Marlas
1. For Roads/Rows	409	6.60
2. For Parks	74	18
3. For Graveyard	20	13

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الحضر زید بن علی

سید شرافت علی

C.D.A.

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محکم دلائل سے مزین و متنوع و منفرد موضوعات پر مشتمل مفت آن لائن مکتبہ

Presented for registration of this Transfer Deed by M/s Engineers Housing Scheme, having its office at Flat No.3, Block No.17, PHA Apartments, G-8/4, Islamabad, through **Mr. Muhammad Arif Sheikh S/o Sheikh Niaz Muhammad** their **Secretary**, before me at the office of J/Sub Registrar Islamabad, on this 12th day of July, 2010, between the hours 12 to 13.

EXECUTANT:

Mr. Muhammad Arif Sheikh  
NIC # 37406-9390218-5  
(on behalf of Engineers Housing Scheme)

J/SUB REGISTRAR  
ISLAMABAD

The contents of this deed have read over to the said executant who admitted the execution and completion of this deed also subscribes to and abides by all the terms and conditions set forth in the body of this deed. The executant is identified by M/S: -

1. Muhammad Shabraz Abbasi S/o Khaki Khan, R/o Flat No.3, Block 17, PHA, G-8/4, Islamabad. NIC No.61101-6970779-3
2. Imran Shahzad S/o Mushtaq Ahmed, R/o Flat No.3, Block 17, PHA, G-8/4, Islamabad. NIC No.37406-1593002-7

The witnesses are relied upon

EXECUTANT:

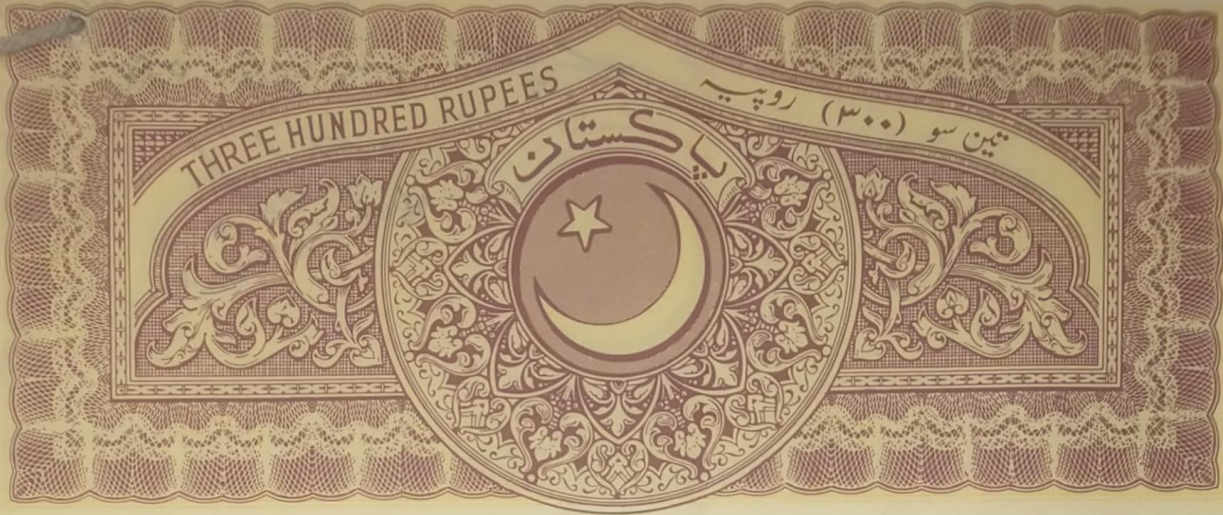
WITNESSES:

No.1. Imran Shahzad

No.2.

Imran Shahzad

J/SUB REGISTRAR  
ISLAMABAD



NOW, THEREFORE, this deed witnesseth as follows:-

1. That the transferor hereby declares and warrants that he is the absolute owner of the Property and no person whatsoever has any charge, encumbrance, lien or mortgage over the property and same is free therefrom.
2. That in consideration of Public Welfare, the transferor hereby transfers to the Transferee, free of charge, all its rights, interest, easements, appertinent to the Property and to hold the same by the transferee as absolute and lawful owner.
3. That the Transferor further agrees, at all times her after, upon the request and at the expenses of the Transferee, to execute or cause to be executed all such lawful deeds, acts and things whatsoever for better and more perfectly conveying and assuring the "Property" unto the Transferee, its successors-in-office, administrators, assigns as shall be reasonably required by the Transferee, and placing it in its possession according to the true interest and meaning of this deed.
4. That after the execution of this transfer deed, the transferee will be responsible for managing the area transferred to it y the transferor.

IN WITNESS WHEREOF, both the parties have put their respective hands and seals on the day and year first above written.

For and on behalf of the

M/S Engineers' Housing Scheme

**ASHIQ ALI GHORI**  
Director (Housing Societies)  
Planning Wing, CDA  
Islamabad

For and on behalf of the

Capital Development Authority

Ashiq Ali Ghori

Director Housing Societies

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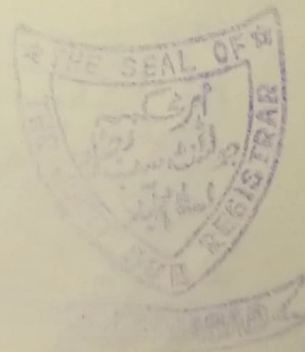
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ASHIQ ALI GHORI  
District Planning Specialist  
Planning Wing CDR  
Islamabad



## Witnesses

1. Name Muhammad Shabraz AbbasiOccupation Manager AdminAddress Flat # 3, Block # 17, PHA, G-8/4, Islamabad.N.I.C. No. 61101-6970779-32. Name Imran ShahzadOccupation Accounts OfficerAddress Flat # 3, Block # 17, PHA, G-8/4, Islamabad.N.I.C. No. 37406-1593002-7

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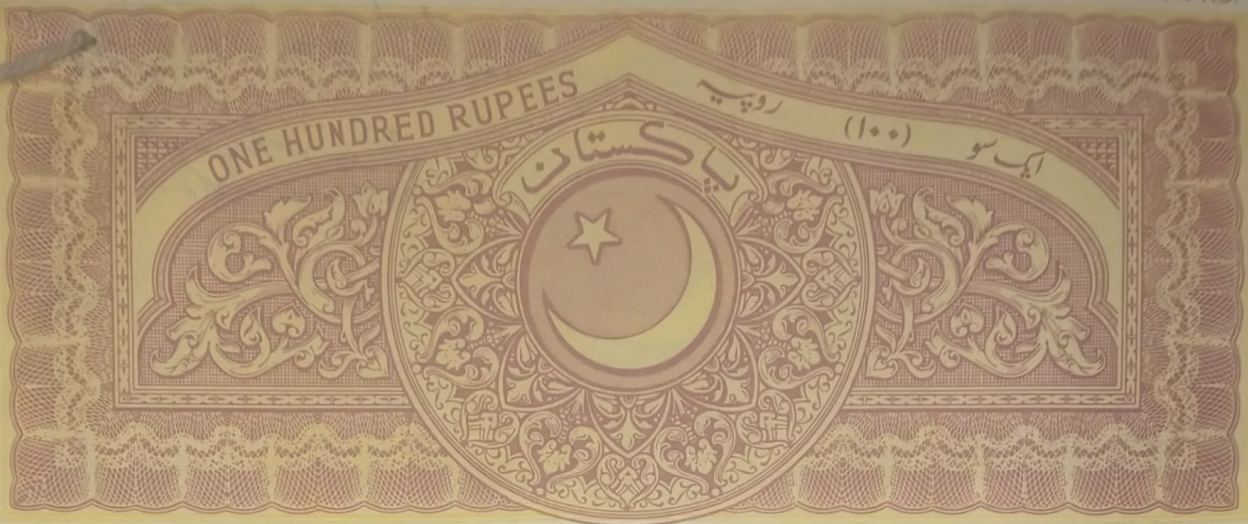
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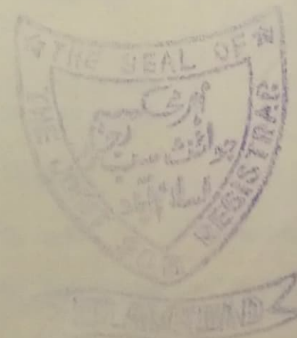


EXECUTANT:

Mr. Muhammad Arif Sheikh

NIC # 37406-9390218-5

(on behalf of Engineers Housing Scheme)



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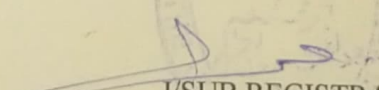
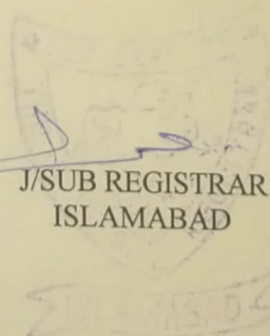
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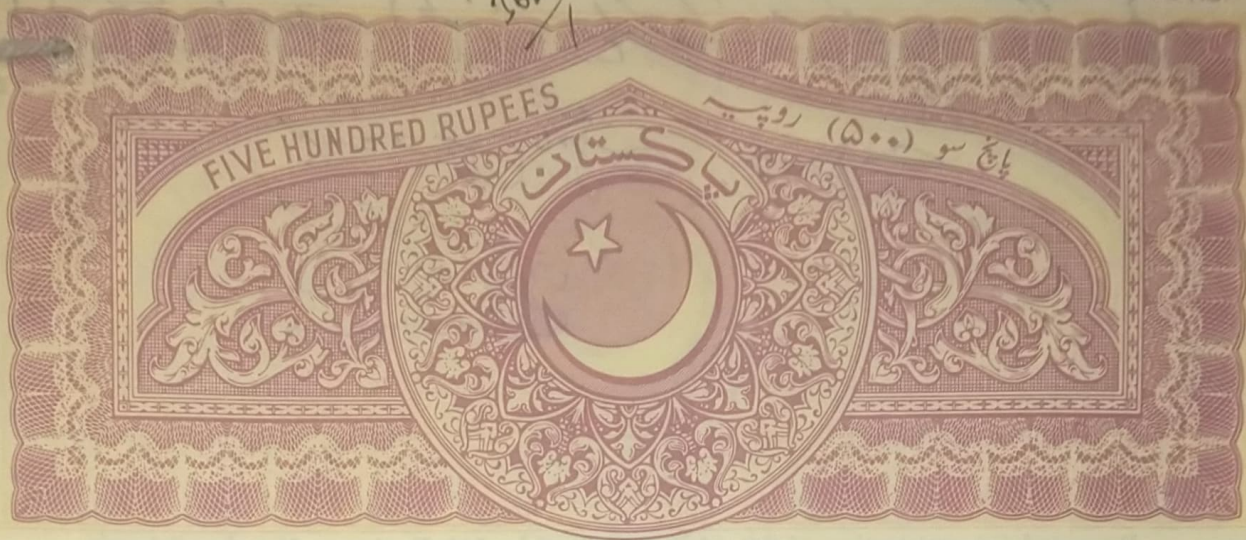
## CERTIFICATE

Registered at No. 3625 on this 12<sup>th</sup> day of July 2010

Book No 1 Vol. No 2521 on pages 171 to 174

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

  
J/SUB REGISTRAR  
ISLAMABAD  




## MORTGAGE DEED Rs. 1,00,000/-

This Mortgage Deed is made at Islamabad on the 24<sup>th</sup> day of June in the year: 2010 BETWEEN M/S: **Engineers Housing Scheme** through **Muhammad Arif Sheikh** their **Secretary**.

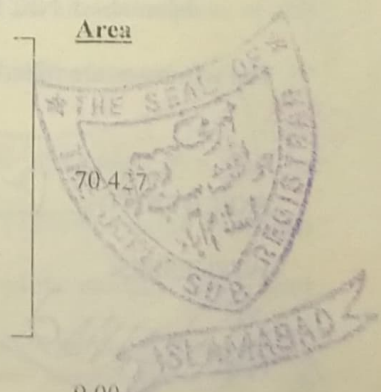
A company/ society registered under the companied ordinance 1984/West Pakistan Cooperative Societies Act, 1925, (hereinafter referred to as the "Sponsor" which expression shall, where the context so admits, include its executors, administrators, legal representative, assigns and successors-in- interest) of the one part and the Capital Development Authority, and 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 and area of 1156.29 Kanals on land bearing Khasra Nos, 1508/204, 213, 213/1, 216, 217, 218, 228, 229, 230, 232, 234, 238, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 255, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 293, 294, 295, 296, 297, 298, 299, 301, 304, 305, 306, 307, 308, 327, 362, 370, 371, 374, 375/1, 376, 377, 380, 402, 403, 404, 485, 486, 489, 490, 491, 492, 499, 500, 501, 502, 503, 504, 505, 506, 507, 509, 510, 513, 515, 516, 517, 518, 519, 520, 1413/482, 1414/482 in Mauza Sarai Kharboza and Khasra No. 241 in Sarai Madu District, 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

And whereas, the sponsor has elected to mortgage with the Authority 20% (119.70 Kanals) of the saleable area of the Scheme as under:-

### Residential

<u>Block No.</u>	<u>Size</u>	<u>Plot Nos</u>	<u>Area</u>
A & A-1	50 x 90 (21)	1 to 5, 35 to 39, 60 to 64, 78 to 83	70.427
B	50 x 90 (13)	13 to 18, 120 to 123, 219 to 221	
C	50 x 90 (25)	137 to 143, 157 to 162, 164 to 169, 170 to 175	
D	50 x 90 (26)	7 to 27, 38 to 42	
A	35 x 70 (20)	1 to 13, 81 to 87	9.00
B	40 x 80 (21)	193 to 201, 205 to 216	12.341
B	35 x 80 (8)	26 to 33	4.111
B	30 x 65 (8)	90 to 97	2.865
C	30 x 62 (4)	18 to 21	1.366



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Handwritten notes and signatures at the top of the page, including a large signature and the text "C.D.A. نیشنل ہاؤسنگ اسکیم" (National Housing Scheme).

Presented for registration of this Mortgage Deed by M/s Engineers Housing Scheme, having its office at Flat No.3, Block No.17, PHA Apartments, G-8/4, Islamabad, through Mr. Muhammad Arif Sheikh S/o Sheikh Niaz Muhammad their Secretary, before me at the office of J/Sub Registrar Islamabad, on this 12th day of July, 2010, between the hours 12 to 13.

EXECUTANT: Mr. Muhammad Arif Sheikh

Mr. Muhammad Arif Sheikh

NIC # 37406-9390218-5

(on behalf of Engineers Housing Scheme)

J/SUB REGISTRAR  
ISLAMABAD

The contents of this deed have read over to the said executant who admitted the execution and completion of this deed also subscribes to and abides by all the terms and conditions set forth in the body of this deed. The executant is identified by M/S: -

1. Muhammad Shabraz Abbasi S/o Khaki Khan, R/o Flat No.3, Block 17, PHA, G-8/4, Islamabad. NIC No.61101-6970779-3
2. Imran Shahzad S/o Mushtaq Ahmed, R/o Flat No.3, Block 17, PHA, G-8/4, Islamabad. NIC No.37406-1593002-7

The witnesses are relied upon

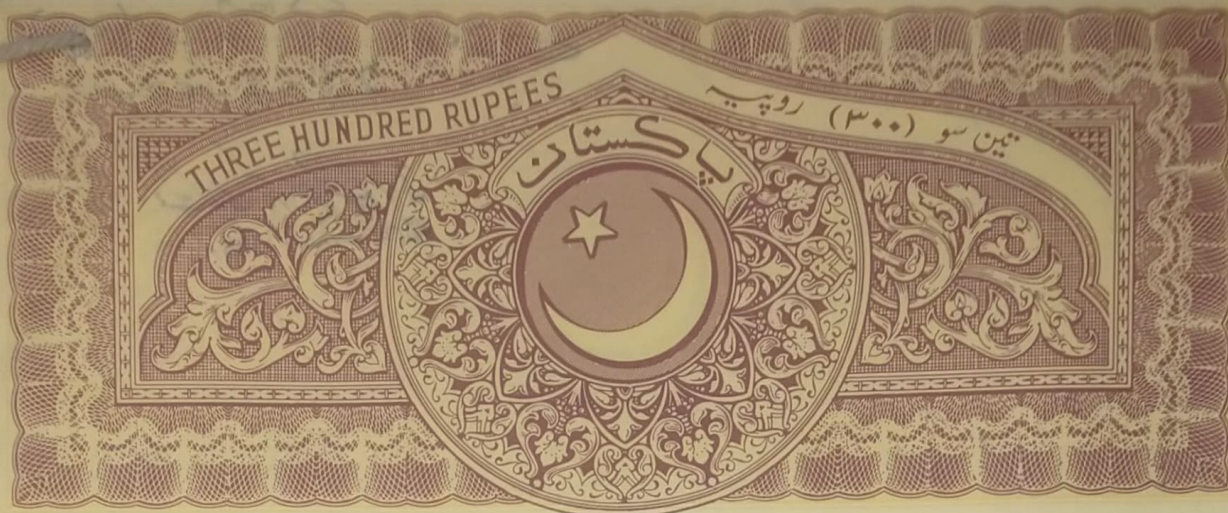
EXECUTANT: Mr. Muhammad Arif Sheikh

WITNESSES:

No.1. Imran Shahzad

No.2. Muhammad Shabraz Abbasi

J/SUB REGISTRAR  
ISLAMABAD



Residential Flats Khasra 402

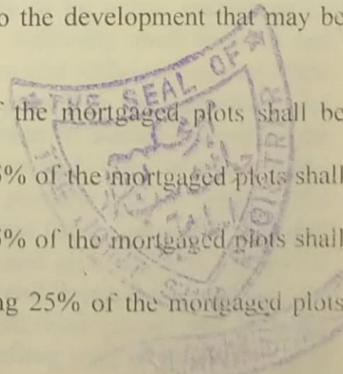
10 Kanals

**Total****146 Plots + 10 Kanal Flats 110.112 Kanals****Commercial**

<u>Block No.</u>	<u>Size</u>	<u>Plot Nos</u>	<u>Area</u>
B	30 x 30 (13)	50 to 62	2.148
D	35 x 60 (8)	01 to 08	3.085
B	Commercial Area (MR-III)	-	2.355 Kanals
A	Commercial Area (MR-I)	-	2-0 Kanal
<b>Total Commercial</b>			<b>9.588</b>

Now, therefore, this deed witness 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, plots No. **as above** shown in orange/blue color on the attached approved scheme plan.
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 sponsored
  - 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 ability.
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:-

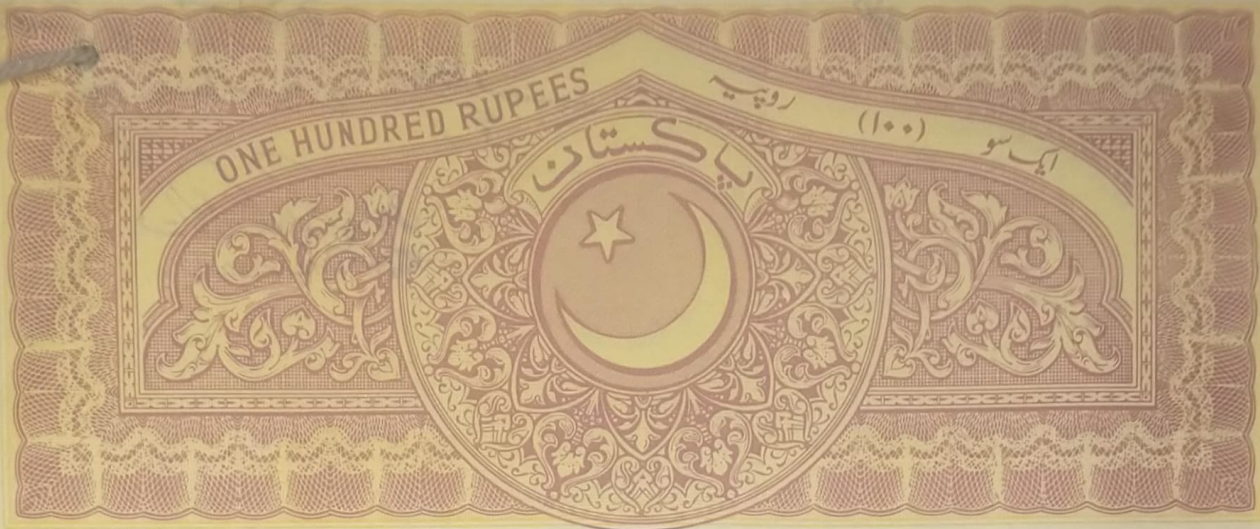


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- a) That it will from time to time and at all times hereafter comply with all the regulation framed by the Capital Development Authority under the CDA Ordinance, 1960.
  - b) That the property hereby mortgaged is exclusive and absolute property of the 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 sustain by the Authority as a result of any defect in its title or any one with respect to the said property on 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 developed 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 purposes 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 exercising powers of sale shall think proper and aforesaid power shall be deemed to be a power to sell concur in selling without the intervention of the Court

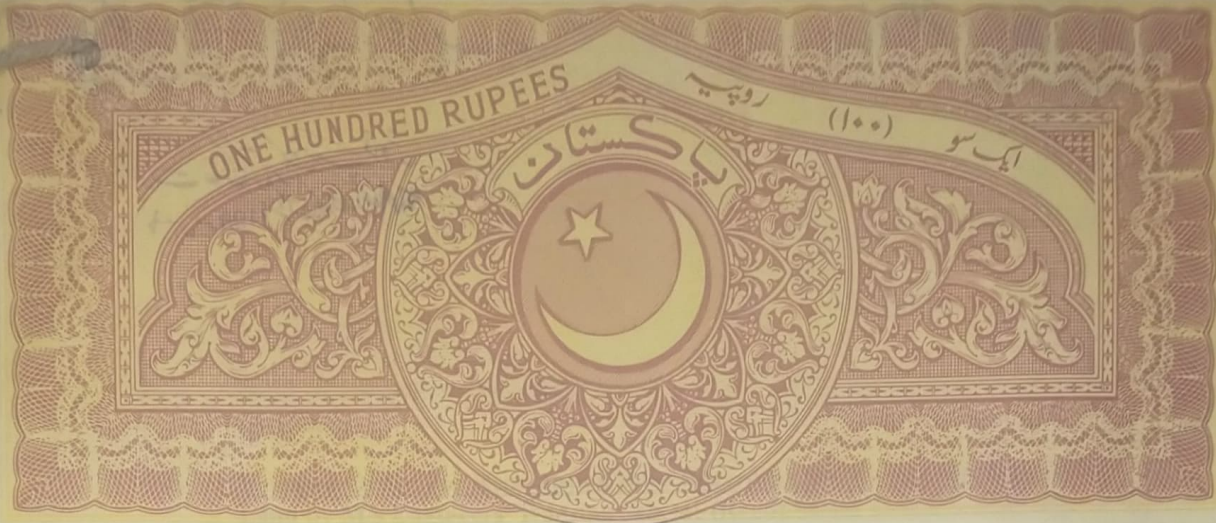
IN WITNESS WHEREOF, the parties hereto have hereunto have set their hand and seal the day and year first above written.

For and on behalf of  
M/S: Engineers Housing Scheme through Muhammad  
Arif Sheikh

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**ASHIQ ALI GHORI**  
Director (Housing Societies)  
Planning Wing, CDA  
Islamabad

For and on behalf of  
Capital Development Authority  
Ashiq Ali Ghori  
Director Housing Societies

**ASHIQ ALI GHORI**  
Director (Housing Societies)  
Planning Wing, CDA  
Islamabad

In the presence of  
Witnesses

1. Name Muhammad Shabraz Abbasi

Occupation Manager Admin

Address Flat # 3, Block # 17, PHA, G-8/4, Islamabad.

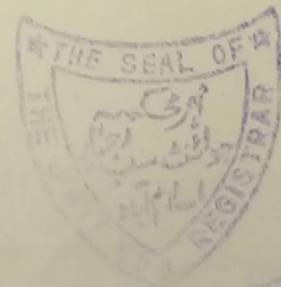
N.I.C. No. 61101-6970779-3

2. Name Imran Shahzad

Occupation Accounts Officer

Address Flat # 3, Block # 17, PHA, G-8/4, Islamabad.

N.I.C. No. 37406-1593002-7



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## CERTIFICATE

Registered at No. 3626 on this 12<sup>th</sup> day of July 2010

Book No 1 Vol. No 2521 on pages 175 to 178

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

J/SUB REGISTRAR  
ISLAMABAD