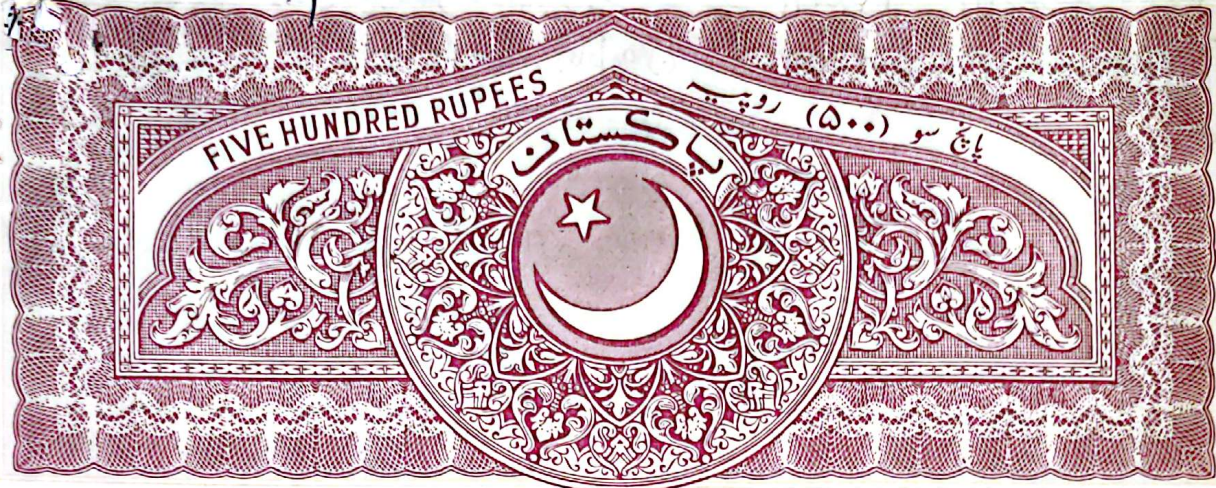




MORTGAGED DEED

Rs. 20,00,000/-

This Mortgaged Deed is made at Islamabad on 30/12 day of mahest in the year 2007 between Jammu & Kashmir Cooperative Housing Society Ltd., Islamabad. A Society under the Cooperative Societies Act, 1925; (hereinafter referred to as "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 "the Authority", which expression shall include its successors in office, legal representatives, 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 3325.45 Kanals bearing Khasra Nos. 337, 339, 125, 1325, 1321, 433, 110, 263, 477, 395, 341, 163, 162, 124, 123, 45, 49, 1248, 1249, 195, 198, 199, 192, 1479, 173, 197, 340, 189, 1357, 1355, 1356, 474, 71, 85, 212, 231, 130, 211, 223, 1535, 1530, 1538, 1532, 1534, 1545, 1543, 1536, 1537, 1540, 1513, 537, 1299, 1317, 1318, 1326, 1311, 1322, 1323, 1224, 1225, 1319, 1563/204, 206, 207, 208, 205, 137, 140, 491, 1547, 1496, 116, 120, 118, 119, 221, 112, 222, 220, 221, 57, 1368, 1370, 1328, 1365, 46, 106, ~~1320~~, *Mortgagor*

In Moiza Bhadana Kalan Tehsil & District Islamabad (Sector F-16).

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 said site in accordance with the Engineering Designs, detailed specifications of services/ utilities and time schedule and laid down by the Authority, the sponsor hereby grants, assures demises and mortgages unto the Authority, plots Nos., 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, (Sector F16/1) 600 Sq. Yds.; 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, (Sector F16/ 1) 500 Sq. Yds.; 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654 (Sector F16/ 1) 356 Sq. Yds.; 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 570, 571, 572, 573, 574, 575, 576, 577, 578.

جہوں اینڈ کمپنیز کا کوآپریٹو ہاؤسنگ سوسائٹی لمیٹڈ اسلام آباد پبلک سیکٹری
عبد الطیف قریشی ولد سجاد خان برائے رین ناہ بحق سی ڈی سے اسلام آباد

500
300
200
1000
23
294
KISTA

Presented for registration of this Mortgage Deed by **Mr. Abdul Latif Qureshi S/o Sajawal Khan, (Secretary)**, for and on behalf of Jammu & Kashmir Cooperative Housing Society Ltd., Islamabad, before me at the office of J/Sub Registrar, Islamabad, on this 30th day of MAR 2007, between the hours 10 to 11.

EXECUTANT:

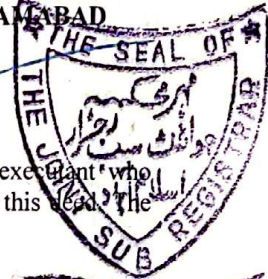
MR. ABDUL LATIF QURESHI (Secretary)

NIC # 61101-2402355-3

For & On Behalf of Jammu & Kashmir Cooperative Housing Society Ltd., Islamabad



J/SUB REGISTRAR
ISLAMABAD



Execution and completion of this deed has been admitted by the said executant who subscribes to abide by all the terms and conditions set forth in the body of this deed. The executant is identified by M/S:

1. Sh. Abdul Waheed S/o Sh. Muhammad Saeed, R/o House No.3, Block Market, Sector F-6, Islamabad. NIC No.6110117896095
2. M. Bashir Riffat S/o Sher Mohammad R/o H.No. 15-A & No.12 F-8/3 Islamabad.

The witnesses are relied upon.

EXECUTANT

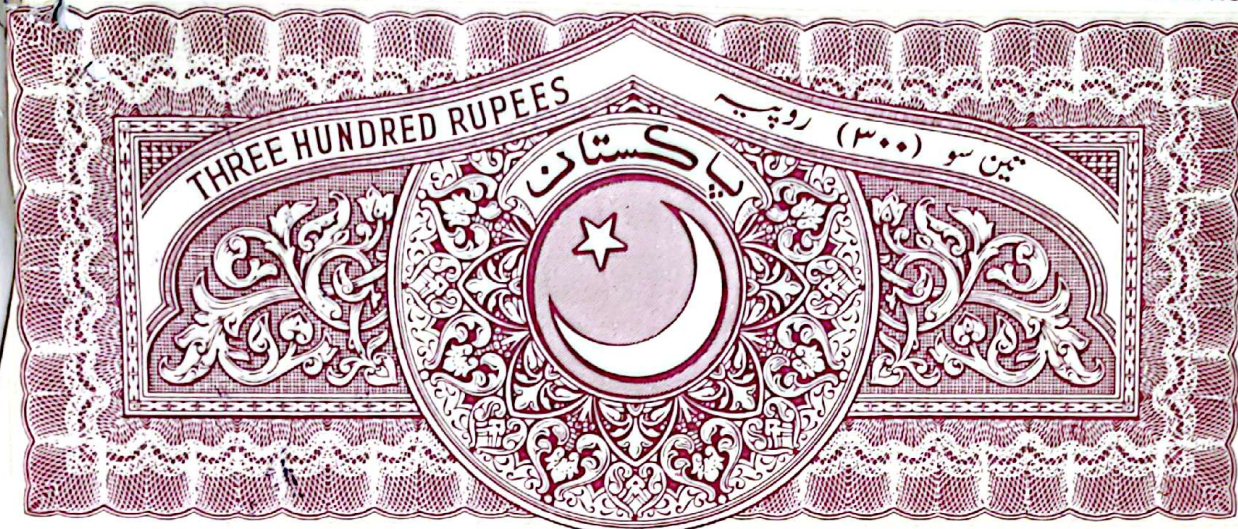
WITNESSES:

No.1.

No.2.



J/SUB REGISTRAR
ISLAMABAD



- 2 -

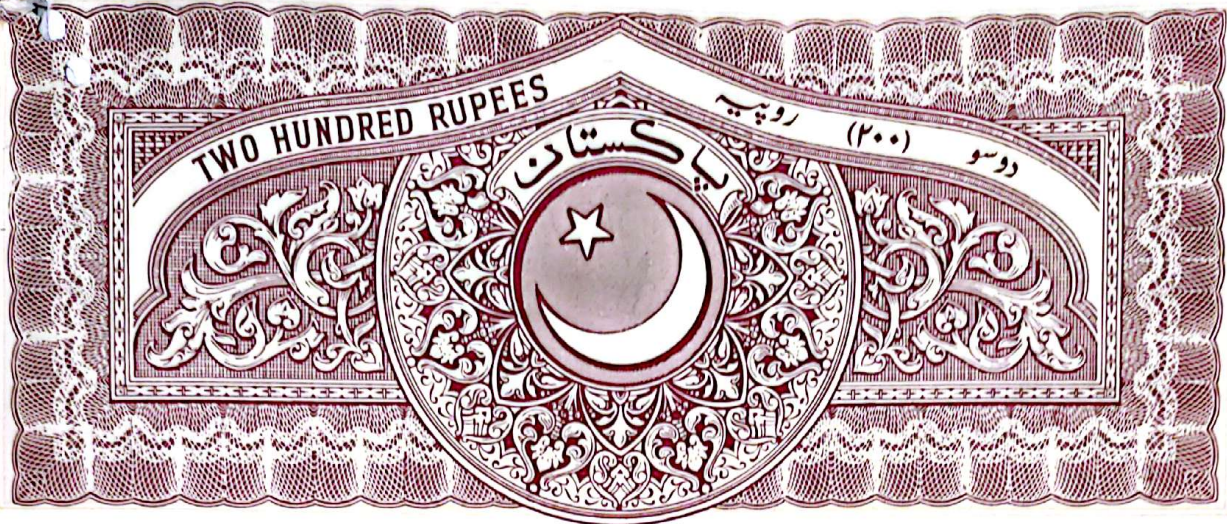
579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, (Sector F16/ 1) 272 Sq, Yds; 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, (Sector F16/1) 200 Sq, Yds; 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, (Sector F16/2) 600 Sq, Yds; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, (Sector F16/2) 500 Sq Yrd ; 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, (Sector F16/2) 356 Sq Yrd ; 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, (Sector F16/2) 272 Sq Yds; 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, 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, (Sector F 16/2) 200 Sq Yds; 343, 344, 345, 346, 347, 348, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 553, 554, 555, 556 (Sector F 16/3) 600 Sq Yds; 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, (Sector F.16/3) 500 Sq Yds; 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, (Sector F 16/3) 356 Sq Yds; 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, 255, 256, 257, 258, 259, 260, 261, 262, (Sector F-16/3) 272 Sq Yds; 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, (Sector F-16/3) 200 Sq Yds; 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, (Sector F-16/4) 600 Sq Yds; 1, 2, 3, 4, 5, 6, 7, 8, 9, 35, 36, 37, 38, 39, 40, 41, 42, 43, (Sector F-16/4) 500 Sq Yds; 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, (Sector F-16/4) 272 Sq Yds;

Total Area to be Mortgaged

1. Area of residential plots
2. Commercial Area

452.38 Kanals
127.62 Kanals





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Total 580 Kanals is shown in red color on the attached scheme plan, bearing drawing No.

2. The Sponsor shall pay all stamp duties, registration charges and other incidental expenses for and in connection with this and any other documents to be required for the redemption of this Mortgage Deed.

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

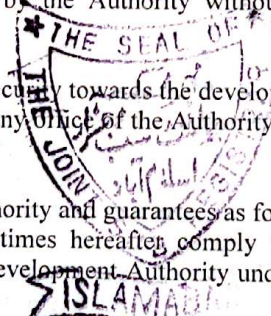
- On completion of 25 % of the development work, 25 % of the mortgaged plots shall be released to the sponsor.
- On completion of 50 % of the development work, another 25 % of the mortgaged plots shall be released to the sponsor.
- On completion of 75 % of the development work, another 25 % of the mortgaged 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 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 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 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.



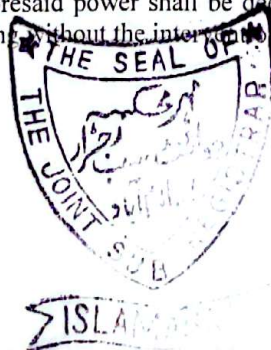
Handwritten signature

- 4 -

- f. That it shall not put the said property in any other charge or other wise 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 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 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 right to execute the necessary sale deed, present it for registration and get the same registered and have the necessary mutations 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 of 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.



CERTIFICATE:-

Less value of stamp duty amounting to Rs.79,000/- has been deposited in State Bank of Pakistan, SBP BSC (Bank), Islamabad vide Challan No.A/53, dated 30.03.2007.

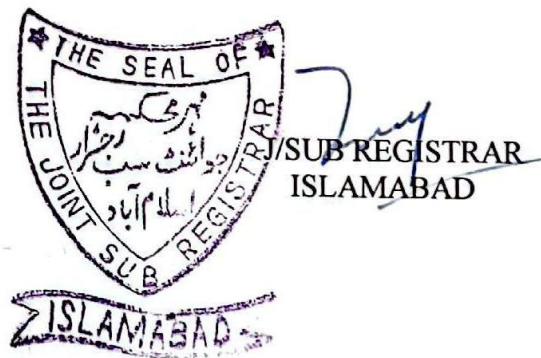
DISTRICT COLLECTOR
IC, ISLAMABAD

CERTIFICATE

Registered at No 1643 on this 30th day of May 2007

Book No 1 Vol. No 2014 on pages 1 to 5

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



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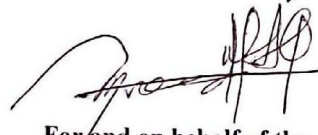
- 5 -

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

For and on behalf of the
Jammu & Kashmir Cooperative Housing Society Ltd.,
Islamabad


(Abdul Latif Qureshi S/o Sajawal Khan)
Secretary



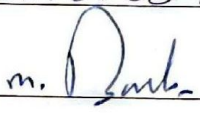

For and on behalf of the
Capital Development Authority

NAVEED-UL-HAQ
Town Planner
Planning Wing
Capital Development Authority
Islamabad

Witnesses:

1. Signatures 
Occupation _____
Name S. A. WAHEED
Address 3-C-Super Market
NIC No. 611611789 60 95



2. Signatures 
Occupation _____
Name M. DAHIR RAJPUT
Address H-40-15-A St. No. 12 F-9/1 Islamabad
NIC No. 37405-5485255-1