

13208

Annex B

MORTGAGE DEED

This Mortgage Deed is made at Islamabad on the ----- Day of Month ----- in the year 2014 BETWEEN M/S Bahria Town (Pvt) Limited, Islamabad, a company registered under the company 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, 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 761.20 K on land bearing Khasra No. 707, 710, 714, 715, 716, 717, 718, 719, 722, 723, 725, 726, 727, 728, 731, 732, 733, 734, 735, 736, 737, 738, 739, 741, 742, 743 in Mouza Bimla Kanna, Tehsil & Distt. Islamabad and Khasra No's 3168, 3173, 3175, 3176, 3177, 3178, 3179, 3103, 3103/1, 3104, 3435, 3143 in Mouza Kotha Kalan, Tehsil and District Islamabad. The authority has agreed to approve the Scheme on the condition that the sponsor deposits with the Authority as security a sum of Rs. _____ (Rupees _____ only) towards cost of development of the Scheme or, in the alternative, 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% of the saleable area of the Scheme.

9/9/2014
مکمل شدہ قرضہ الیاس ایگزیکٹو مینجمنٹ
درجہ نامہ مال / 50,000 روپے کی قرضہ کی گئی ہے

Presented for registration of this **Mortgage Deed** by M/S Bahria Town (Pvt) Limited, Islamabad, through Cdre (R) Muhammad Illyas Chief Executive M/s Bahria Town (Pvt) Limited, Islamabad before me at the Office of J/Sub Registrar, Islamabad on 17 day of Sept between the hours 11 to 12.

EXECUTANT:

Mr. Cdre (R) Muhammad Illyas
Chief Executive M/s Bahria Town
(Pvt) Limited, Islamabad
CNIC NO. 61101-1782718-7

Sub Registrar,
Islamabad

Execution and completion of this **Mortgage Deed** has been admitted by the said Executant who subscribes to and abides by all the terms and conditions set forth in the body of this Deed.

The Executant is identified by:

1. Akhtar Saeed Chaudhary son of Chaudhary Muhammad Saeed resident of House No.33-D, Adihala Road, Askari 7, Rawalpindi CNIC No.37405-1997680-5
2. Muhammad Naveed Iqbal son of Iqbal Muhammad Anwar resident of House No.272, Peoples Colony No.1, Block A, Faisalabad CNIC No.33100-8022007-5

The witnesses are relied upon.

EXECUTANT:

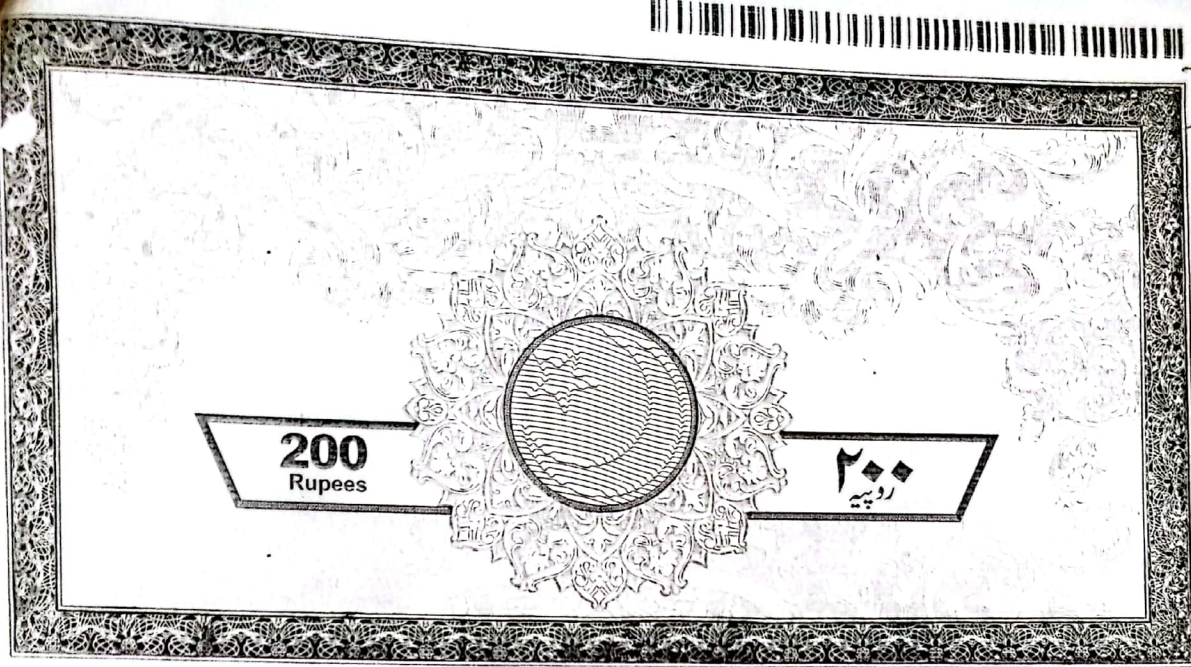
WITNESSES: 1.

Muhammad

2.

M. Naveed

Sub Registrar,
Islamabad



Now, therefore, this deed witnesseth as follows:

1. As a security of the proper development of the scheme in the 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, 0.23 K land under Plots No shown in red color on the attached Scheme Plan, bearing drawing No.CDA\PLW-HS(RP)2(700)/Phase-VII/2003/Ext/458 Islamabad.
Dated 14 May 2012

Commercial Plot.

Sr. No.	Plot No.	Street	Total Plots	Area	
				Kanal	Marla
1	9-C	Road A	1	0	5
Total Area				0	5

The Schedule of the above mentioned mortgage plot is as under.

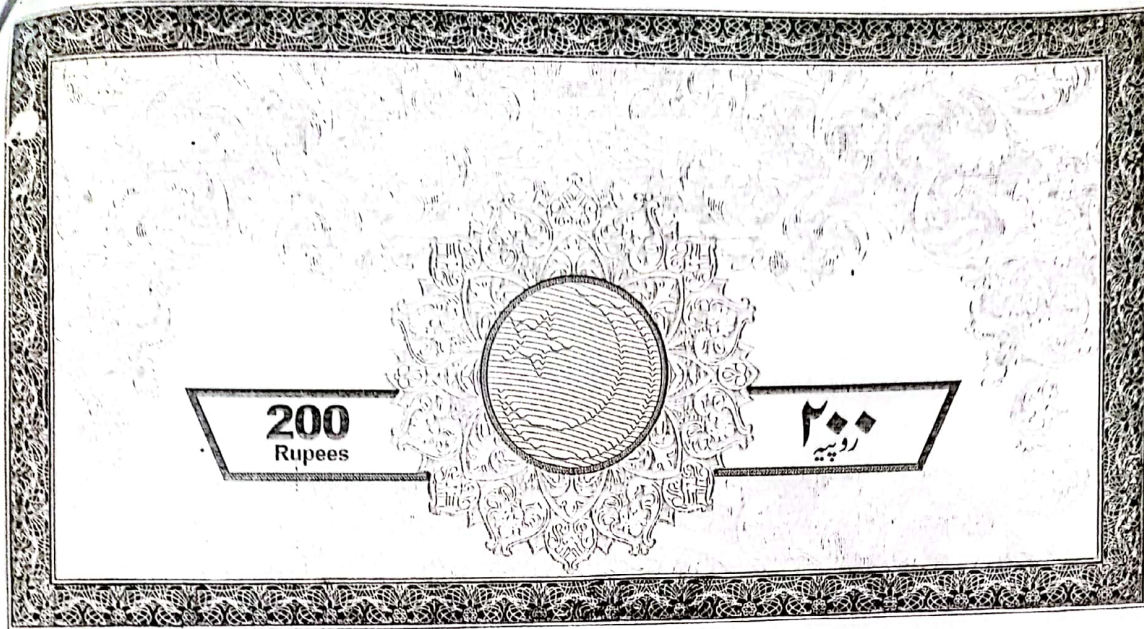
Schedule

S.NO	Khewat No	Khatoni No	Khasra No	Total area	Share (Hissa)	Transfer	Remarks
1	855	1967	3435min	30-00-00	11/1200	0-5-5	

2. The Sponsor shall pay all stamp duties, registration charges and other incidental expenses for and in connection with this mortgage deed.
3. The Authority shall release the mortgaged plot in after remaining development:-

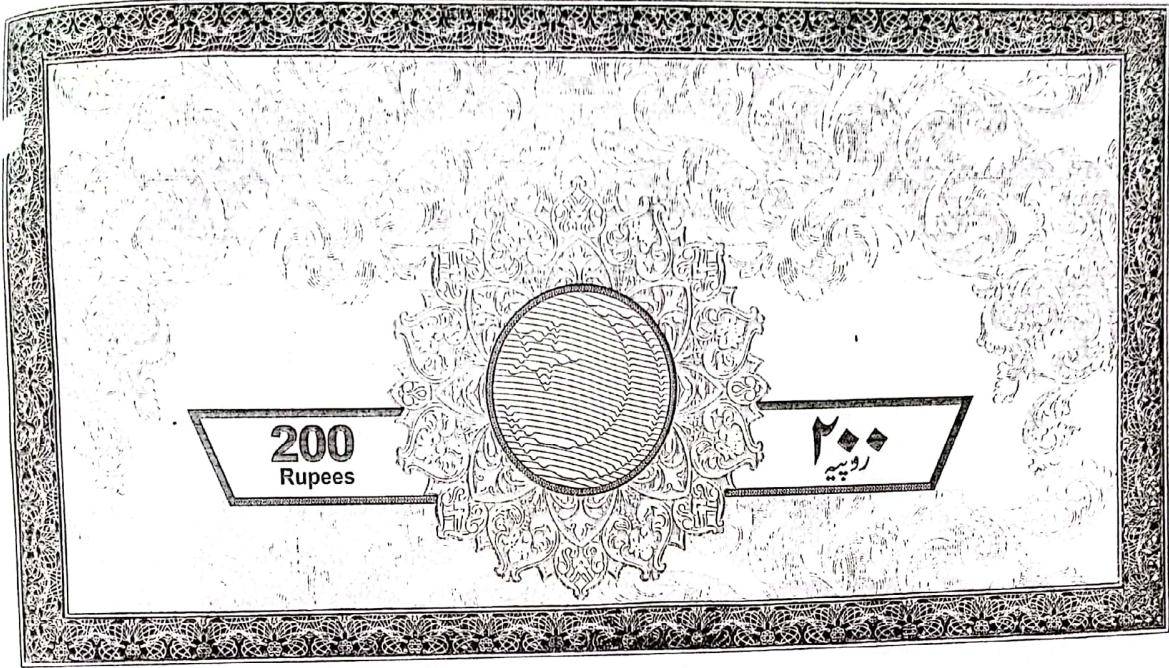


4. If the Sponsor fails to abide by any of the terms of the undertaking which is being given by the sponsor to the Authority separately in this behalf, the approval may be withdrawn and the scheme shall be taken over by the Authority without any extra liability.
5. The plots mortgaged to the Authority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

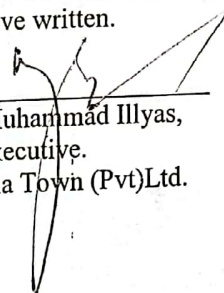


7. In case the Sponsor fails to develop the scheme in accordance with approved layout plan and services designs as required by the Authority under the preceding clauses, the Authority shall, without any further notice to or concurrence on the part of the Sponsor, be entitled to:-

- 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 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 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.

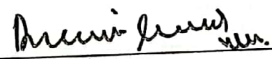


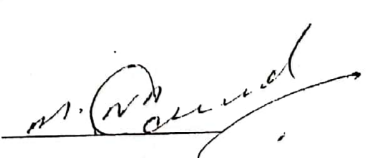
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seal the day and year first above written.

1. 
Cdre-® Muhammad Illyas,
Chief Executive.
M/s Bahria Town (Pvt)Ltd.

2. _____
For and on behalf of
Capital Development Authority

In the presence of
Witnesses:-

1. Name: 
Akhtar Saeed Chaoudhary
NIC NO: 37405-1997680-5

2. Name: 
Muhammad Naveed Iqbal
NIC NO: 33100-8022007-5

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9/9/2014
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CERTIFICATE

Registered at No. 13208 on this 17 day of Sep, 2014
and its duplicate copy is pasted in Book No. 1, Volume No. 4686
on Pages 19 to 23.

The Executant and the Witnesses have signed in my presence.

Sub Registrar,
Islamabad