15000 Rupees

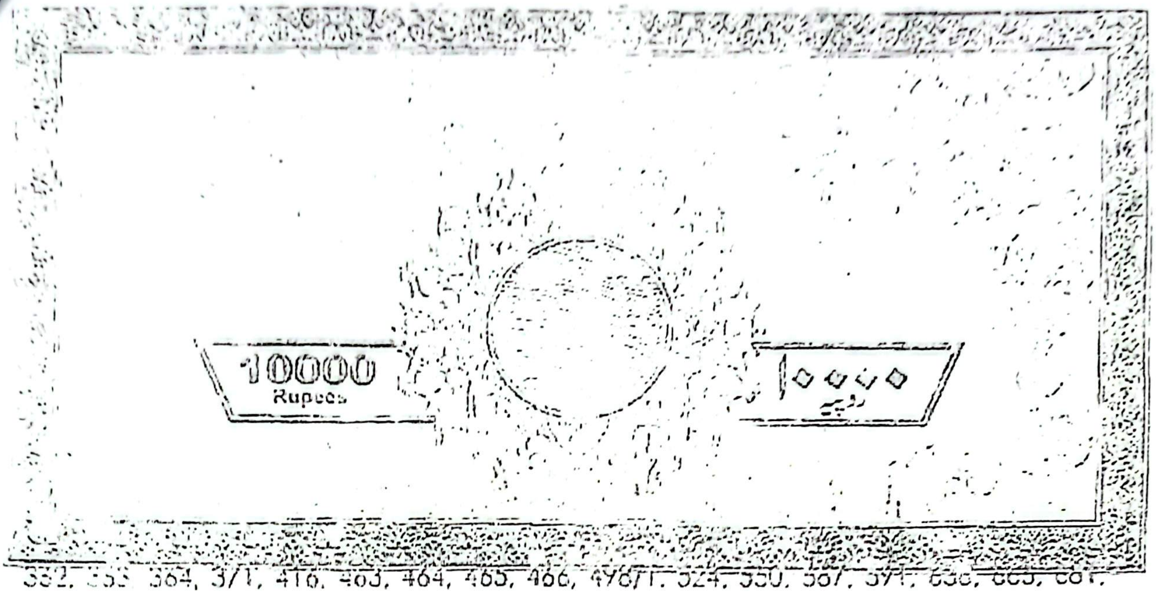
Annex B

MORTGAGE DEED

[illegible] Deed is made at Islamabad on the -------- Day of Month -------- [illegible] BETWEEN M/S Bahria Town (Pvt) Limited, Islamabad, a company [illegible] under the company ordinance 1984, (hereinafter referred to as the [illegible] which expression shall, where the context so admits, include its [illegible], administrators, legal representatives, Assigns and successors-in-interest [illegible] part and the Capital Development Authority, an authority established [illegible] CDA Ordinance, 1960 (hereinafter referred to as "The Authority", [illegible] include its successors-in-of [illegible] representative and assigns) of the [illegible]

[illegible] has approached the Authority in pursuance [illegible] 972 for approval of [illegible] Scheme over an area of [illegible] 6, 7, 365, 554, 579, 590, 623, 619, 794, 800, 831, 845, 912 [illegible] 927, 928, 929, 930, 932, 933, 936, 937, 940 [illegible] 981, 982, 983, [illegible] 988, 1000 [illegible] 1053 [illegible] 1085, 1086, 1087 [illegible] 1182, 1183 [illegible] 1204, 1207, 1211 [illegible] DHII Islamabad and partial ownership in Khasra No's [illegible] 821 [illegible] 1135, 1137, 1138, 1139, 1140 [illegible]

042189



332, 353, 364, 371, 416, 463, 464, 465, 466, 476/1, 524, 550, 567, 571, 658, 665, 667, 1316/705, 1317/705, 1318/705, 1319/705, 832, 834, 836, 911, 920, 925, 931, 934, 935, 939, 942, 943, 944, 946, 947, 948, 950, 951, 952, 953, 954, 955, 956, 957, 958, 962, 963, 964, 965, 966, 967, 968, 970, 971, 972, 975, 977, 979, 980, 984, 989, 990, 991, 992, 993, 994, 995, 996, 998, 999, 1002, 1003, 1004, 1005, 1006, 1008, 1012, 1013, 1014, 1016, 1017, 1019, 1022, 1025, 1028, 1030, 1031, 1035, 1065, 1067, 1066, 1069, 1069/1, 1069/2, 1072, 1076, 1077, 1084, 1089, 1090, 1101, 1104, 1105, 1107, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1158, 1159, 1160, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1169/1, 1171, 1172, 1174, 1175, 1176, 1180, 1181, 1183, 1191, 1192, 1193, 1313/1194/1, 1314, 1194/2/2, 1201, 1203, 1205, 1206, 1208, 1210, 1212, 1221, 1222, 1226, 1227, 1228, [illegible], 1235, 1236, 1237, 1238, 1243, 1244, 1245, 1248, 1256, 1258, 1261, 1264, 1265, 1266, 590, 637, 1000, 1020, 1023, 1024, 1041, 1042, 1216, In Mouza Bimia Kenner, Tesil & Distt Islamabad. The authority has agreed to approve the Scheme on the condition that the sponsor deposits with the Authority as security a sum of [illegible] (Rupees __________only) towards cost of development of the Scheme or [illegible] mortgages with the Authority 20% of the saleable area of the said Housing Scheme.

[illegible] the sponsor has [illegible] to mortgage with the Authority, 20% of the saleable area of the Scheme.

10000
Rupees

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, 267K 07M land under Plots No shown in red color on the attached Scheme Plan, bearing drawing No CDA/PCW-HS(RP)2(889)/2006/1176 Dated 17 Oct 2011

Residential Plots.

Sr. No.	Plot No.	Street	Total Plots	Area	
				Kanal	Marla
1	4-21 31-38	01	27	26	04
2	39-50 57-71	02	27	31	19
3	152-157	05	6	07	01
4	158-165 173	06	09	10	09
5	174-179 192-201	07	16	18	02
6	204-218	08	15	20	09
7	219-235	09	17	21	09
8	236-246	10	10	15	13
9	247-254	11	8	[illegible]	06
10	390-401	24	12	14	04
11	404-410	25	7	10	07
12	526-536	27	11	08	15
13	564-575 583-597	2[illegible]	27	16	07

Sr. No.	Plot No.	Street	Total Plots	Area Kanal	Area Marla
14	487-495 517-5[illegible]	30	18	09	02
15	Future Residential	-		[illegible]	16
		Total		262	03

COMMERCIAL PLOTS

Sr. No.	Plot No.	Street	Total Plots	Area	
				Kanal	Marla
1	-	Main Road (120' Wide)	1	05	04
Total Commercial				05	04
Grand Total (Residential & Commercial)				267	07

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	245	375	1076	65-08-[illegible]	639/1308	31-19-00	
2	2[illegible]2	320	1141	60-13-00	316/1213	15-16-00	
3	445	637	1142	79-16-00	413/1596	20-13-00	
4	491	720	1172	183-15-00	1160/3675	59-06-00	
5	253	363	1200	41-05-00-	476/825	23-16-00	
6	170	281	1208	178-00-00	2317/3560	115-17-00	
Total Area						267-07-00	

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 plots in proportion to the development that may be completed by the Sponsors:-
   - On completion of 10% of the development work 10% of the mortgaged plots shall be released to the sponsors.
   - On completion of 20% of the development work another 10% of the mortgaged plots shall be released to the sponsors.
   - On completion of 30% of the development work another 10% of the mortgaged plots shall be released to the sponsors.

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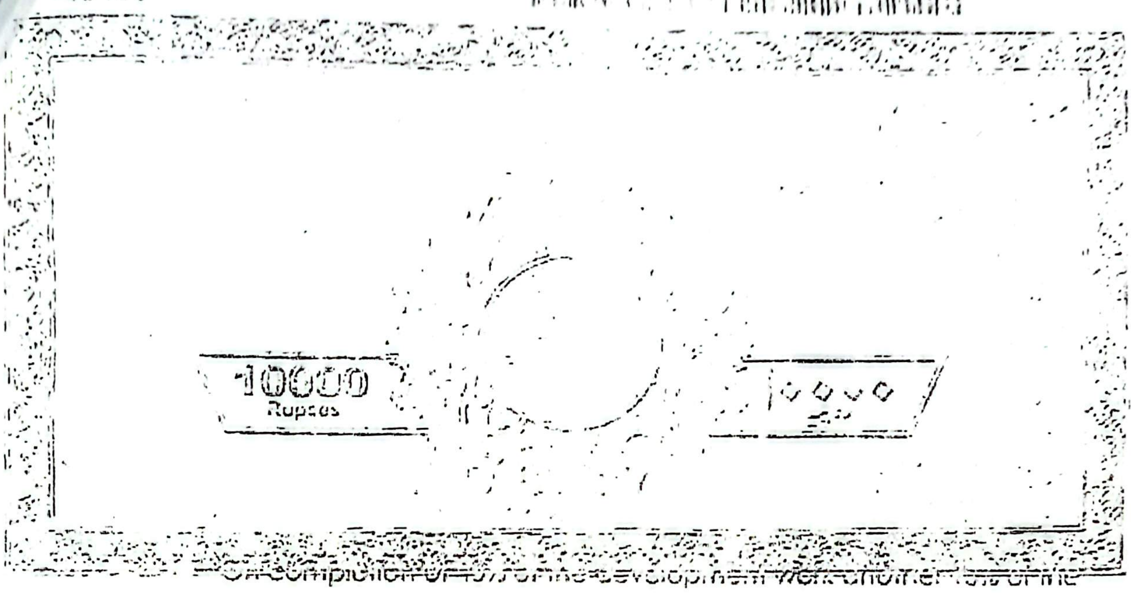

- On completion of [illegible] of the development work another 10% of the mortgaged plots shall be released to the sponsors.
- On completion of 50% of the development work another 10% of the mortgaged plots shall be released to the sponsors.
- On completion of 60% of the development work another 10% of the mortgaged plots shall be released to the sponsors.
- On completion of 70% of the development work another 10% of the mortgaged plots shall be released to the sponsors.
- On completion of 80% of the development work another 10% of the mortgaged plots shall be released to the sponsors.
- Remaining saleable area be released after issue of completion certificate to the Society

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

042485

10000 Rupees

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 of 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.

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Rupees

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

1
Cdre ® Muhammad Ilyas
Chief Executive
M/s ... Town (Pvt)Ltd

2 For and on behalf of
Capital Development Authority

In the presence of
Witnesses:-
1. ______________

2 ______________

N.I.C No 37405-1997330-7

N.I.C No ______________

1368
28/7/14

Head Treasurer
Federal Treasury office
Islamabad

CERTIFICATE

Registered at No. 13207 on this 17 day of Sep. 2014

and its duplicate copy is pasted in Book No. 1, Volume No. 4636

on Pages 74 to 78.

The Executant and the Witnesses have signed in my presence.

Sub Registrar.
Islamabad

1368
28-7-04

بحریہ ٹاؤن پرائیویٹ لمیٹڈ اسلامی
اسلام آباد بذریعہ کموڈور ر محمد الیاس
چیف ایگزیکٹو۔ برائے رہن نامہ
مالیتی 26800000/- بحق ...

10000+ 53-53000
3000+ 2 - 6000
53600

...ed for registration of this Deed of Mortgage by M/S Bahria Town (Pvt) ... 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 ... of 5-8-2004 between the hours 11 to 12.

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

Sub Registrar.
Islamabad

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

...entified by

... Chaudhary son of Chaudhary Muhammad Saeed resident of House ... Road ... Rawalpindi CNIC No 37405-...
...ed Iqbal son of Iqbal Muhammad Anwar resident of House No ... Block ... CNIC No 35100-...