

## **AGREEMENT**

This AGREEMENT is made at Islamabad on \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, \_\_\_\_\_,

BETWEEN

FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY (FGEHA) HAVING ITS HEAD OFFICE AT 10-MAUVE AREA, G-10/4, ISLAMABAD, THROUGH ITS DIRECTOR JVP, \_\_\_\_\_, DULY AUTHORIZED, HEREINAFTER REFERRED TO AS "PARTY'A'/PURCHASER", WHICH EXPRESSION SHALL INCLUDE ALL ITS SUCCESSORS AND ASSIGNEES IN INTEREST;

AND

" \_\_\_\_\_ " A FIRM REGISTERED WITH REGISTRAR OF FIRMS UNDER LAWS OF PAKISTAN HAVING BUSINESS OFFICE AT " \_\_\_\_\_ " THROUGH ITS DULY AUTHORIZED REPRESENTATIVE " \_\_\_\_\_ " (CNIC \_\_\_\_\_), HEREINAFTER REFERRED TO AS "PARTY 'B'/SELLER/LAND PROVIDER", WHICH EXPRESSION SHALL INCLUDE ALL ITS SUCCESSORS AND ASSIGNEES IN INTEREST.

Unless repugnant to the subject or the context, Party "A" AND Party "B" shall be independently referred to as PARTY and collectively referred to as PARTIES, which shall mean and include heirs, successors, executors, administrators, nominees, representatives and assignees of the respective Party.

### **Preamble**

Whereas; FGE Housing Authority (FGEHA) as a public sector organization working under the auspices of Ministry of Housing and Works, Government of Pakistan has mandate to plan, execute and implement housing schemes (plots/apartments) for Federal Government Employees and other specified groups on ownership basis.h

Whereas:Consequent upon publishing of Expression of Interest (EOI) on \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, Party 'B', has offered land with clear title, land documents / Fardaat with Khasra Nos. \_\_\_\_\_, which is approved

by the Executive Board, FGEHA in its \_\_\_\_\_ meeting dated \_\_\_\_\_ . Party 'A' has verified the ownership through the District Revenue Authority concerned.

**AND WHEREAS; THE PARTIES ARE DESIROUS OF JOINING HANDS FOR PROVISION OF LAND FOR AND DEVELOPMENT THEREON, OF A HOUSING SCHEME (PLOTS / APARTMENTS), THROUGH THIS JOINT VENTURE AGREEMENT ON THE BASIS OF TERMS AND CONDITIONS MUTUALLY AGREED UPON BY BOTH THE PARTIES HEREUNDER.**

**NOW THEREFORE**, for and in consideration of the foregoing and of the mutual representations, promises, terms, and conditions contained herein, receipt of which is hereby acknowledged, and intending to be bound, the Parties set and subscribe their respective hands on this Agreement with their free will and agree as follows -

### **Article 1: Purpose**

1.1 Party 'A' agrees and undertakes that it has Federal Government Employees and other Specified Groups as its registered members, and that Party 'A' meets all mandatory requirements in terms of eligibility and statutory authorization to plan, design and execute to construct / develop plots / apartments for its registered members.

1.2 Party 'B' agrees and undertakes to transfer the land in \_\_\_\_\_ and to procure and construct and develop plots / apartments scheme for registered members of Party 'A', subject to satisfactory booking by the registered members of Party A (at least 50% of share of Party 'A'), and general public on fulfillment of all financial, legal, technical and other related codal formalities required for execution of the project, on terms and conditions given hereinafter as mutually agreed between the Parties.

### **Article 2: Location of and Access to Scheme Site**

2.1 The Project land is suitably located at Tehsil \_\_\_\_\_, District \_\_\_\_\_, having Khasra No's \_\_\_\_\_. Site Plan superimposed with Khasra Plan is enclosed as **Annexure-A**, hereinafter to be considered as an integral part of this Agreement.

2.2 The main access road of minimum 100' feet leading to project site shall commence from \_\_\_\_\_ which shall be responsibility of Party "B" to secure, develop and provide along with right of way (ROW), at its own expense.

2.3 Party "B" is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land referred in Article 2.1 above and described in Annexure-A hereto.

### **Article 3: Title of Raw Land**

Party 'B' has offered raw land measuring \_\_\_\_\_ Kanals extendable up to \_\_\_\_\_ Kanals, in compact piece, free from all sorts of encumbrances, risks, liabilities, claims, counter claims, pledges, lien, mortgages and litigations etc. in \_\_\_\_\_. The area of land shall be extendable/ reducible by mutual consent/understanding of the Parties depending upon booking of residential plots/apartments and response from prospective allottees, on the same terms and conditions as laid down in this Agreement. The Party "A" shall ultimately have absolute title of project land subject to fulfillment of Article 4 and Article 11 of this Agreement.

### **Article 4: Requirements for Transfer of Raw Land**

4.1 For transfer of land from Party 'B' to Party 'A', following requirements shall be fulfilled:

- a. Land proposed to be offered for mutation for the project site shall be in compact piece, neither scattered nor disjointed, and shall be contiguous/adjacent in accordance with the suitability and compatibility as required by Party 'A' for Layout Plan;
- b. Re-verification of the title of the land and compactness of land offered by Party "B" from District Revenue Authority;
- c. The minimum 50% booking from the registered members of Party 'A' with respect to its share in residential apartments will be prerequisite for transfer of land;
- d. Party 'B', shall at least 14 days prior to the transfer of title of the project land, re-identify the land at site with proper demarcation to earmark/identify each set of land to be transferred/mutated in the name of

'Party A' along with khasra nos. and names of original landowners of relevant Khasras / Mauzas. Party 'A' shall re-verify the said demarcation through the District Revenue Authority concerned, consultant and Sub-Committee of Technical & Evaluation Committee of Party A with the assistance of Party 'B' and conduct due diligence as deemed appropriate by Party "A";

- e. Party 'B', shall be obligated to provide at least 07 days prior to transfer of title / mutation, Fard-e-Malkiat Brai Bay (issued not older than 60 days, with clear non-encumbrance certificate thereon) of relevant land . In addition Party 'B' shall provide relevant Misle Haqaiat/Misle Miadi (Jama Bandi Zerekar), Register Intiqal, Register Girdawari as well as Aks Shajra, so as to indicate clearly any Haqooq Shamilat or Rakh Sarkar to any other relevant fact so as to facilitate the Party 'A' to examine the factum of ownership / possession and to satisfy itself with regard to clear and unencumbered title of land and to eliminate any ambiguity or doubt with regard to title/possession along with any other right or interest over the land proposed to be transferred in the name of Party 'A'.
- f. Party 'B', at the time of mutation of land in favour of Party 'A', shall be obligated to provide "No Demand Certificate" (NDC) from the original land owners certifying therein that he/she has no more right or interest / claim in the land and he/she shall not prefer litigation against the Party 'A' about the said land on any account whatsoever, including payment received from the Party 'B' thereof;
- g. Before mutation of each parcel of land, a committee consisting of representatives of technical/revenue staff and technical consultant of the Party 'A', and representative of Party 'B' shall jointly visit the site and prepare/submit a joint report according to the following terms -
  - i. To verify authenticity/integrity of the land title, free from all legal/financial encumbrances including factum of adverse possession if any, with the assistance of the relevant District Revenue Authority;
  - ii. To verify demarcation of land and confirming precise geographical coordinates as well as Natural Surface Levels with the assistance of

District Revenue Authority and Survey of Pakistan / consultant of Party “A”;

iii. To examine the land provided by the Party ‘B’ regarding its suitability/ fitness for housing / apartments scheme based on the following -

1. Compactness of land factor and its contiguity;
2. Undulation extent of proposed site (its topographical features);
3. Access to proposed site;
4. Suitability in the light of applicable Municipal/Zoning Regulations;
5. Disposal of Sewerage water and availability of utilities;

4.2 Party ‘A’ and party ‘B’ shall jointly make all out efforts to facilitate the aforementioned process and Party ‘A’ shall attempt to ensure completion of activities within 14 days.

### **Article 5: Payment for Raw Land**

5.1 Payment for raw land, as valued as per DC/FBR rate of Rs. \_\_\_\_\_ per Kanal, for the project shall be released to Party ‘B’ by Party ‘A’ in stage wise manner as mentioned in Article 11.2 and 11.3; subject to fulfillment of all the prerequisites stipulated in the agreement, through cross cheques, contingent upon transfer/mutation of land. First installment of payment of raw land shall be subject to the completion of the following measurable targets by the Party ‘B’ (read with Articles 3&4) -

- a. Entry of mutation of land ( اندراج انتقال ) in favor of Party “A” with District Revenue Authority concerned, by the Land Directorate of Party ‘A’ and in this regard Party ‘B’ shall fully cooperate with Party ‘A’;
- b. Attestation of Mutation ( تصدیق انتقال ) by District Revenue Authority and confirmation of measurement & possession of land corresponding to title by the concerned Revenue Officer;
- c. That Party “A” is under obligation to pay sale consideration to Party B at the time of Attestation of Mutation ( تصدیق انتقال ) by District Revenue Authority after transfer / mutation of land in the name of Party A;
- d. No payment will be made to the JV partner in case joint venture is on the basis of Land Sharing;

- e. All types of fees / duties & taxes etc. related to transfer / mutation of land shall be paid by Party 'A' directly to the concerned quarters.

5.2 No payment of land shall be made unless 50% of total units of FGEHA/Party 'A' share is booked. Payment for raw land shall be released to Party 'B' by Party A as follows:

- a. Payment of land shall be paid on pro-rata basis as per demand and feasibility of the project;
- b. An amount equal to \_\_\_\_\_% of total land cost will be kept as collateral.

### **Article 6: Schedule of Payments from Prospective Allottees**

6.1 That schedule of payment for developed residential plots/apartments from Party 'A' quota shall be decided by Party 'A'; whenever, and as deemed appropriate without any intervention and / or influence of Party B.

6.2 Tentative schedule of payment of General Public shall be framed by the Party 'A' upon exclusive recommendations of Party 'B', wherein the latter will ensure recovery of cost of raw land and the cost incurred on construction/development of the quota of Party 'B' (read with Article 11.9 & 7.1).

### **Article 7: Financial Arrangements**

7.1 Party 'A' and Party 'B' both shall be responsible for payment of cost of raw land and development for their corresponding shares of residential and commercial plots/ area/ space according to terms and conditions provided herein.

7.2 All prospective allottees including those from the general public, shall have to adhere to the schedule of payments, duly advertised in the widely circulated newspapers / brochures of housing scheme. To ensure adherence to the payments schedule, Party 'A' shall collect installments from allottees (both FGEHA members and General Public) within time, as per terms of offers of allotment.

7.3 There shall be a designated "FGE Project Collection Account" for the purpose of collection of all proceeds from prospective allottees i.e.

members of FGEHA; and one designated for collection of funds from the general public against quota of Party 'B'. These project collection accounts shall solely and exclusively be operated by Party 'A' for the instant project.

7.4 Installments received in project collection account, according to the schedule of payment, as given in brochure of the scheme will be released to (i) Party 'B' in their designated account for payment of raw land in the manner described in this Agreement (ii) and to the Contractor for construction/development expenditures excluding taxes (on actual work done basis / milestones as per verification of consultant of Party 'A') in accordance with the terms & conditions specified in the Construction Agreement (refer Article 11.1).

7.5 Party 'A' shall share the details of amounts deposited in project collection account as well as General public Account with Party 'B' as and when required by Party 'B'.

### **Article 8: No-Objection Certificates (NOCs)**

8.1 Party 'A' shall facilitate Party 'B' in securing requisite NOCs in the name of FGEHA for start and completion of plots / apartments project from, inter alia, the following authorities:

- a) Environment Department (as applicable);
- b) Forest Department (as applicable);
- c) Concerned Municipal/Development Authority or cantonment board, if applicable
- d) Irrigation Department
- e) Civil Aviation Authority; and
- f) Any other relevant authority if applicable now or later;

8.2 Payment of official dues/fee of above-mentioned NOCs shall be made by Party 'A' directly.

## **Article 9: Distribution of Quota in the Scheme**

### **a) Residential Plots/Apartments**

- i) **Party “A” Quota:** The quota of developed constructed residential plots/apartments for Party ‘A’ shall be \_\_\_\_\_%, depending upon number of applications received, for FG employees and other specified groups, to be approved by the Executive Board of FGEHA, in respect of which ownership/transfer rights shall remain with Party ‘A’, and allotments shall be made as per approved policy of Party “A”.
  
- ii) **Party “B” Quota:** \_\_\_\_\_% quota of developed constructed residential Apartments shall be reserved for Party ‘B’ on uniform basis in respect of which ownership / transfer rights shall remain with Party A. However, allotment shall be based on written recommendations of Party ‘B’ without delay, preferably within 7 working days, as per the requirements and manner desired by Party ‘B’. All the proceeds from this quota of Party B shall be collected by Party A on behalf of Party B and will be transferred to Party B in its designated account (read with Clause 7.4, Financial Arrangements). Party ‘B’ shall reserve the right for marketing its quota as it deems fit. Party ‘B’ shall pay the actual cost of construction, development, raw land and other costs incurred on its quota.

### **b) Developed Commercial and Amenity Areas**

The quota of Party ‘A’ and Party ‘B’ shall be \_\_\_\_\_% and \_\_\_\_\_% respectively in developed commercial area where ownership will vest with Party ‘A’ (read with Article 3). However, the whole amenity area will remain with Party ‘A’. The allotment of the commercial area share allotted to the Party “B” will be as per the requirements and manner as desired by Party ‘B’. However, commercial area equal to development works expenditure shall remain with Party ‘A’ as guarantee and shall be transferred on pro rata basis on percentage of infrastructure / development works done. Party ‘B’ shall pay the actual cost of construction, development, raw land and any other cost incurred on its quota/share, to Party ‘A’.



**Article 10: Tentative Rates of Developed Residential Apartments**

10.1 For \_\_\_\_\_, cost of raw land and construction cost shall be paid by Party 'A' to Party 'B' / Contractor respectively in a manner described.

10.2 In this project of Ground + \_\_\_\_ floors with \_\_\_ Basement, the tentative sizes, types, price and number of developed residential apartments shall be as under, which may vary after finalization of Layout Plan (applicable only in case of apartments project):

<b>Category</b>	<b>Gross Size of Apartment (Sq Ft) including Circulation and Parking Area</b>	<b>Total No of Apartments</b>	<b>Tentative Cost / Sft (Saleable Price including all expenses)</b>	<b>Tentative Price of Apartment (PKR)</b>

10.3 The tentative residential building/plot area shall be \_\_\_\_\_ sq ft. The tentative area reserved for commercial activities, civic amenities/ facilities, schools etc. shall be \_\_\_\_\_ sq ft.

10.4 For the General Public, sizes and rates of developed residential plots / apartments shall be decided by Party "A" upon exclusive recommendation of Party 'B' in conformity with Layout Plan approved by Party 'A', on uniform basis.

10.5 Tentative cost & price of apartments is subject to change/variation/confirmation as per construction agreement to be signed between Party 'A' and The Contractor, on behalf of Party 'B'. Tentative Price on which these apartments will be offered to quota of Party 'A' & Party 'B' is

worked out after considering construction cost, land cost, consultancy charges of vetting consultant and all overhead expenses of Party 'A' etc.

## **Article 11: Construction of Building & Infrastructure Development**

11.1 A Construction Agreement, subject to the approval of Executive Board of FGEHA/Party A, shall be executed between Party "A" & the Party 'B' (or its Consortium Agreement with any other firm, where Consortium Agreement is to be considered integral Part of this Agreement as **Annexure-B**), the later hereinafter referred to as "Contractor", which will govern construction/development of apartments/plots and related infrastructure as per PEC/FIDIC guidelines.

11.2 That Contractor on the behalf of Party 'B' shall be obligated to undertake construction of apartments and infrastructure development of the housing scheme as per the approved layout plan and services design, in accordance with local/municipal bye laws and standards of concerned development authority, as per PEC/FIDIC guidelines.

11.3 All bids in respect of survey, design, engineering work, consultancy works would be invited by Party 'B' from the shortlisted consultants of Party A and will be submitted to Party 'A' along with detailed analysis / comparative statement for its concurrence / final approval or as decided by Technical and Evaluation Committee of Party A. The Party 'B' shall be obligated to undertake the complete design, studies & revisions of & during the project included but not limited to Planning, EIA, quantity estimation, architectural, structural, MEP design and drawings etc. of project in accordance with byelaws of relevant authority from the approved consultant.

11.4 The design will be approved by Party 'A' after review and vetting by Engineering Consultant of Party 'A' (refer to Article 12). Party 'B' will coordinate with engineering consultant of Party 'A' in all related matters. Drawings at all levels, related BOQs and related technical data along with all ancillary design works shall be prepared and submitted by the Party 'B' to Party 'A'. Party 'B' shall consider and adopt specifications of work as approved by Party 'A' or its engineering consultant.

11.5 Construction work will be undertaken by the Contractor on behalf of Party 'B' at construction cost and terms finalized in construction agreement (as vetted by engineering consultant hired by Party 'A'). The costs as vetted by the vetting consultant and afterwards approved by the Technical and Evaluation Committee will be considered as final. After signing of JV agreement, Party 'B' will submit detailed designs, drawings, BOQs etc in line with relevant authority byelaws. Complete in all respects for launching of project and vetting by engineering consultant of Party 'A'. The Party 'B' shall consider and adopt improvements suggested by engineering consultant of Party 'A' in the best interest of the project.

11.6 The Party 'B' shall also be fully responsible along with the Contractor, as the case may be, for the executed work on site and will ensure the completion of the following works by the Contractor -

- a) Regarding area development, in general, all works related to roads, streets, footpaths, landscaping, retaining walls, main entry gate, culverts, bridges, electrification, water supply sewerage, Sui Gas lines will be done as per approved layout plan and services design;
- b) The infrastructure will be in conformity to required parameters as notified by the concerned municipal authority / utility service provider organization;
- c) The laying of main water supply line, development/installation of tube wells along both under-ground water and overhead tanks, with required capacity as per number of plots / apartments;
- d) The laying of main sewerage lines for the scheme up to Sewerage Treatment Plant of Party 'A' in conformity with EPA/ PEPA etc. requirements;
- e) The construction of Sewerage Treatment Plant (STP), if needed;
- f) Storm water disposal with required gradient as per soil condition in open shall be ensured with mechanism to stop bulk flow during heavy rain / flood season;
- g) The underground electrification network (if topography permits) with street lights from grid station of Party A within scheme area shall be got laid through relevant authority e.g. WAPDA, in conformity with the standards in force;
- h) Laying of main Sui Gas lines shall be ensured as per number of plots/apartments;

- i) Connection / design for main supply of electricity, Sui Gas and other related approvals etc. from concerned authorities shall be obtained from departments concerned with related fees / securities / duties etc. by Party 'A'. The related fees and charges to these authorities shall also be paid by Party 'A';
- j) The area for all necessary amenities shall be secured and marked for better future planning

11.7 In case of default by Party "B", or in case the Contractor on behalf of Party 'B' is unable to complete development at aforementioned rates, then Party "A" shall withhold allotment/transfer of corresponding value of commercial plots from the share of Party "B" which shall be truncated accordingly and the development work shall be executed on auction/sale of these plots from the share/quota of Party "B" at the risk and cost of Party "B".g

11.8 Payment for construction / development works to the Contractor, will be as provided in the Article 12.4.

11.9 The cost incurred on the development / construction of the share of Party 'B' shall be borne by Party 'B'.

## **Article 12: Payment For Developmental and Construction Works**

12.1 The construction cost will be paid on milestone basis with locked drawings and specification and no variation will be allowed in the project afterwards. All detailed relevant terms and conditions regarding payments will be mutually agreed in the construction agreement in line with the FIDIC / PEC applicable guidelines, on the recommendation of vetting consultant (read with Article 13.1) and Technical Committee of Party 'A' and its subsequent approval from Executive Board of Party 'A'.

12.2 Party 'B' shall be entitled to receive all advances including construction mobilization advance or/and secured advance as per FIDIC / PEC applicable guidelines.

12.3 Party 'A' will also pay to Party 'B' any price adjustment (*if applicable*) bills as per FIDIC / PEC guidelines.

12.4 Party 'A' undertakes to make payments through IPC not later than 15 calendar days after verification / recommendation of the work done as of "satisfactory quality/quantity" by the engineering consultant of Party 'A' or as mutually decided in construction agreement.

12.5 All taxes as per taxation laws in force, shall be deducted.

### **Article 13: Planning, Quality Control and Management of Construction and Infrastructure Works**

13.1 A consultant shall be appointed by the Party A whose expenses would be charged from prospective allottees, and thus, Project Collection Account. The consultant shall verify/approve the design etc. along with BOQs prepared by Party "B" through its consultant and supervise quality of works (read with Article 11.4). He will perform the role of Resident Engineer as well as Project Manager, on behalf of Party A.

13.2 Upon verification/recommendation of the works done by the supervisory consultant of Party "A", payments will be made as delineated in Article 12.4.

### **Article 14: JV Project Supervision**

14.1 A Project Supervisory Committee comprising six members (three selected from both parties) shall be constituted under the Chairmanship of Director General (FGEHA) for policy level intervention and decisions.

14.2 Director (Technical), Director (Finance) and Project Director of Party "A" shall be the permanent members on behalf of the Party 'A'. The Project Director of Party "A" shall be overall custodian of the relevant record of the project.

14.3 Chief Executive Officer and 2 directors from Party 'B' shall be members of this project supervisory committee on behalf of Party 'B', whose names will be intimated to Party 'A' by Party 'B'.

14.4 Party 'B' shall be responsible for day-to-day matters/affairs of the project, and shall furnish periodical progress report to Project Supervisory Committee.

14.5 Meeting of Project Supervisory Committee can be convened at 24 hours' notice at the instance of either the DG (FGEHA) or the representative of Party 'B' or if desired by both Parties.

14.6 Each Party shall assign an adequate number of its employees to the project so that the provisions of this agreement are complied with.

### **Article 15: Issuance of Allotment / Possession Letters and Approvals of Residential And Commercial Building Plans**

15.1 The Party 'A' shall be responsible for issuance of all Provisional/Final Offer Letters, Final Allotment Letters and Possession Letters of developed residential and commercial areas of both quotas, on standard terms and conditions and schedule of payments and / or as deemed appropriate by Party 'A'.

15.2 Planning Wing of Party 'A' shall approve the layout plans of residential plots/apartments as well as commercial area / plots / space as per relevant byelaws.

### **Article 16: Transfer of Possession of Developed Plots/Apartments Scheme**

16.1 Party 'B' shall be responsible to handover peaceful possession of developed plots/apartments to Party 'A' including, inter alia, commercial and amenities area (amenities area undistributed as provided in Article 9(b)), along with roads and allied infrastructure within the mutually agreed time not exceeding "36" months after approval of layout plan by the Competent Authority or signing of construction agreement, whichever is later subject to timely payments against IPCs.

19.2 In case of any force majeure, the period can be extended with mutual written consent of both Parties in accordance with relevant clauses/conditions of Construction Agreement.

### **Article 17: Coordination & Cooperation**

17.1 In recognition of the Purpose and Standards of the relationship arising out of this Agreement, the Parties hereto agree and affirm to:

a. Exchange and share relevant information;

- b. Provide mutual support in areas of common interest;
- c. Establish a close working relationship on an equal basis through regular formal and informal communications and activities that are duly documented; and
- d. Assist each other in matters related to and arising out of this Agreement (read with Article 24); and
- e. The Parties shall endeavor to a larger extent to share and communicate all the formal and relevant information through written correspondence; unless, otherwise, urgency of the matter so demands to communicate verbally. However, in such a case, the matter shall be corresponded in writing later on with ante date reference of oral communication.

17.2 The Parties agree to do all things necessary or desirable to give effect to the spirit and intent of this Agreement and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

### **Article 18: Transparency and Ethical Considerations**

18.1 The Parties shall put all their energy and efforts to facilitate provision of maximum benefits to the members and shall act in good faith in carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the members.

18.2 No malpractice or any sort of corruption shall be permitted and each party represents and warrants to the other party that neither they, nor any of their partners, officers, directors, employees, agents or other representatives has performed, or will perform, or will direct or otherwise cause the other party to perform any of the following acts in connection with the transactions contemplated under this Agreement, any sale to be made pursuant to this Agreement, any compensation paid or to be paid pursuant to this Agreement, or any other transactions involving the business interests of the joint venture arrangement: pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public

international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office for the purpose of -

(i) Influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such governmental agency or instrumentality or such public international organization or such political party;

(ii) Inducing such person to use his influence with a governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof; or

(iii) Securing any improper advantage;

18.3 Both Parties shall ensure that the project, its funds and resources shall be used only for the purposes agreed upon and not for political or other purposes which may damage the society.

### **Article 19: Securities**

19.1 The Parties shall put all their energy and efforts with extreme zeal to facilitate execution of the project/scheme on fast track basis to ensure maximum benefits to the allottees.

19.2 The timeline as per Construction Agreement shall be the essence of the Agreement and in case of any delay in the development work, the contractor on behalf of Party "B" shall pay to Party "A" the liquidated damages as per the terms of Construction Agreement against the timelines specified in this Construction Agreement provided that such failure has not been contributed to by the action of the Party "A".

19.3 Party "A" at any stage of the implementation of the project may demand a reasonable security in nature of a bank security or an indenture from Party "B" for completion of the project and achieving the purpose of this Agreement and Party "B" shall furnish such security in good faith forthwith on demand.

### **Article 20: Addresses of the Parties**

That the addresses of the Parties given above will be used for the purpose of correspondence for each Party and in case of any change in the address of any



Party, shall duly be intimated to the other Party in writing well before time; otherwise service/correspondence thus effected upon such address change will be considered serviced and received for the purpose of information to the Party concerned.

### **Article 21: Exclusivity, Indemnification & Extent of the Agreement**

This Agreement is exclusively for the purpose of execution of the scheme and tasks agreed upon through and mentioned in the clauses of this joint venture Agreement, while the exclusivity and independence and independent working/business of each Party will neither be prejudiced by this Agreement. Either Party will also not be responsible for any act done by any Party other than domain of this Agreement so either party indemnify the other party for their individual responsibilities and acts and will not interfere each other's business. The Parties also indemnify each other that through their any act/business the execution of this Agreement will not be effected or prejudiced in any manners. This Agreement is being executed solely for SCHEME/PROJECT mentioned here in this Agreement.

### **Article 22: Maintenance / Security of the Project**

Upon completion of the project, Party 'A' may authorize Party 'B' to carry out maintenance and provide other services including security services in lieu of service charges, upon such terms and conditions as may be mutually agreed between both Parties.

### **Article 23: Force Majeure**

The failure of either Party to perform any obligation under this Agreement solely by reason of causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, acts, laws, regulations or rules of any government body or governmental agency, war, revolution, invasion, insurrection, riots, mob violence, sabotage or other civil disorders, strikes or other labor disputes ("Force Majeure"), shall not be deemed a breach of this Agreement; provided, however, that the Parties shall promptly meet to determine an equitable solution to the effects of such force majeure, and provided further the Party so prevented from complying herewith shall continue to take all reasonable actions within its power to comply as fully as

possible herewith and to resume with the least possible delay compliance with its obligations.

### **Article 24: Dispute Settlement Mechanism**

Every dispute or difference arising between the Parties as to the interpretation, operation, or effect of any clause in this Agreement and project operations which cannot be mutually resolved, shall be referred to the Executive Board of Party 'A'. If not resolved within \_\_\_\_ days then the same dispute shall be settled by Sole Arbitrator appointed in accordance with provisions of the Arbitration Act 1940. The venue of Arbitration proceedings shall be Islamabad, Pakistan. Neither Party is bound to implement Arbitration Award until it has become Rule of Court. The Arbitration Act, 1940 and rules made there under shall be applied to the arbitration proceedings under this clause. In case of any litigation thereafter the courts of Islamabad will have the jurisdiction to adjudicate upon the matter. The cost of Arbitration shall be borne through Project Collection Account.

### **Article 25: Amendment in the Agreement**

The amendment in this Agreement may be made with the written mutual consent of the Parties. However, any of the amendments in this Agreement shall be subject to approval / ratification of the Executive Board of Party 'A'.

### **Article 26: Operation and Commencement of this Agreement**

26.1 Notwithstanding anything contained to the contrary, this Agreement shall come into force and become operative after sufficient booking of the scheme is received (i.e. minimum 50% number of apartments out of share of FGEHA / Party 'A' have been booked after launching of the project (read with Article 4.1(c)).

26.2 If sufficient booking of the project units is not received, then this JV Agreement shall not be proceeded with or otherwise with the consent of the Parties, in the light of Article 4. Party 'B' shall not claim any cost in whatsoever manner from Party 'A' and will indemnify Party 'A' from any losses if incurred due to this project or its proposal.

## **Article 27: Termination of the Agreement/Exit Clause**

27.1 Party 'B' will ensure the swift transfer of land of project site within 60 days from the date of Operation of this Agreement and if Party 'B' is unable to transfer the said land within prescribed time frame then Party 'A' holds the option to consider and terminate this Agreement at the risk and cost of Party 'B'.

27.2 The Party 'A' shall serve a 15 days' notice to Party 'B' intimating its intention to terminate this Agreement along with the reason of doing so. The said notice may be recalled, if Party 'B' is able to satisfy Party 'A' with reference to the reason of termination. A grace period, on the request of the Party 'B' may also be extended by Party 'A', if so deemed appropriate, in the best interest of the project.

27.3 In case of termination of this Agreement under the circumstances stated in article 27.1 and 27.2, the Party 'B' shall return all expenses incurred by Party 'A' during the settlement process of said land.

27.4 Notwithstanding anything mentioned herein above, the power of termination of this Agreement shall be exercised after Operation of Agreement only subject to utilization of article 24 .

## **Article 28: Representations**

28.1 Each Party represents and warrants that there are -

(a) No audits, inspections, actions, suits, claims, investigations or legal, administrative or arbitration proceedings pending or, to the knowledge of such party, threatened against such party or any of its affiliates, nor, to the knowledge of such party, does any basis exist therefor, whether at law or in equity, whether civil or criminal in nature or whether before or by any federal, provincial, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which relates to any matter that could significantly impact such party's ability to enter into this Agreement, to grant the rights granted hereunder, and/or perform its obligations under this Agreement;

(b) No judgments, decrees, injunctions or orders of any court, governmental department, commission, agency, instrumentality or arbitrator, domestic or

foreign, against such party or any affiliate of such party in any way relating to any matter that could significantly impact such party's ability to enter into this Agreement, to grant the rights granted hereunder, and/or perform its obligations under this Agreement; and

(c) No proceedings under any bankruptcy or insolvency laws against such party which have not been terminated.

28.2 Each Party represents that it and the signatories to this Agreement have the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

### **Article 29: Indemnification**

Party "B" shall indemnify, defend and hold harmless (including attorneys' fees) Party "A" and the Chairman, Director General, members, directors, officers, employees and agents of Party "A" from and against any and all claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments and awards, and costs and expenses (including, but not limited to, reasonable attorney's fees and all court costs), arising directly or indirectly, in whole or in part, from or occurring as a result of: (a) of any breach of any representation, warranty, covenant or other material obligation made in this Agreement by Party "B"; (b) the negligence or willful misconduct of Party "B" in connection with the performance of its obligations under this agreement; or (c) negligent acts, errors or omissions of Party "B" or its shareholders, partners, directors, officers or employees.

### **Article 30: Publicity, Tradename and trademarks, etc.**

30.1 Each Party recognizes that the name, logo, emblem and marks of the other Party represent valuable assets of that Party and that substantial recognition and goodwill are associated with such assets.

30.2 Each Party hereby agrees that neither it nor any of its affiliates shall use, or permit a third Party to use, the other Party's name, logo, emblem or marks without the prior written consent of such other Party.

30.3 In no case logo / brand / name of FGEHA shall be used by Party 'B', for any project / purpose other than that subject of this Agreement or for the adjoining land which is not part of this Agreement.

30.4 Nothing in this Agreement shall constitute a license or other authorization entitling a Party to use any other Party's name, logo, emblem or marks.

30.5 No news release, public announcement, advertisement or publicity concerning this Agreement, any proposals, any resulting contracts, or any subcontracts to be carried out hereunder, shall be released by either Party without the prior written approval of Party "A".

### **Article 31: Relationship**

31.1 The relationship between Party "A" and Party "B" will not be of principal and agent or of employer and employee. Neither Party will have authority to act for or bind the other or make any representation or warranty on behalf of the other unless provided in this Agreement.

31.2 Except as expressly stated otherwise, no provisions in this Agreement are intended or shall be construed to confer upon or give any person or entity other than the Parties any rights, remedies, or other benefits under or by reason of this Agreement.

This Agreement shall be executed in two counterparts, each of which when executed and delivered shall constitute a duplicate original, but these counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereunto set their respective hands and seals on this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, \_\_\_\_\_.

Signature:

Signature:

For and on behalf of Party A

For and on behalf of Party B

NAME:  
Director JVPs  
FGEHA, Islamabad  
CNIC No.

NAME:  
Chief Executive Officer  
M/s  
CNIC No.

In the presence of:

Witness:

Witness:

NAME:  
Director (Staff), FGEHA  
CNIC No.

NAME:  
  
CNIC No.