

## **Memorandum of Understanding (MOU)**

This MOU is made at Islamabad on this \_\_\_\_\_<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 place of business 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,

FOR

PROVISION OF LAND FOR AND DEVELOPMENT THEREON, OF A HOUSING PROJECT, THROUGH JOINT VENTURE (JV) ON THE BASIS OF LAND SHARING / END PRODUCT / INVESTOR / FACILITATION MODEL.

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.

**NOW THEREFORE,** the Parties agreed hereto and hereby define the general understanding for their mutual collaboration THROUGH submission of the Proposal by Party ‘B’ and before the acceptance of proposal by the Party A, as follows -

### **Preamble**

Whereas; Party ‘A’ / FGEHA initially floated Expression of Interest (EOI) (dated \_\_\_\_\_ under “JVP Regulations 2020 for Land Banking in collaboration with Private Sector”, for provision of affordable housing opportunities (Apartments/Houses/Plots), for Federal Government (FG) Employees and other specified groups in Islamabad, all provincial capitals &

major metropolitan centers all across Pakistan. Proposals were invited from well reputed individuals/ firms/ Companies or consortiums (national or international in collaboration with national companies) with adequate experience and capacity in the relevant area as per criteria mentioned in the EOI and other relevant documents.

And whereas; In response to EOI, Party 'B', has offered land in \_\_\_\_\_ with clear demarcation along with land documents / *Fardaat* clearly showing Khasra Nos. and non-encumbrance thereon.

### **Article 1: Aim / Objective**

Through this MOU, Party 'A' and Party 'B' declare their intention that both shall collaborate through joint venture to carry out [Name of the Project], in accordance with the terms and conditions to be detailed and agreed under Agreement(s) to be signed between the Parties thereafter, in the light of the Federal Government Employees Housing Authority Joint Venture Projects (JVP) Regulations 2020, JV Policy and the Model JV Agreement, and the Construction Agreement (to be signed as per PEC / FIDIC Guidelines).

### **Article 2: Salient Features of the JV Proposal(s)**

1. The JV Proposal is being submitted hereby by Party 'B' to Party 'A' under Land Sharing / End Product / Investor / Facilitation Model.
2. Party 'B' has offered land measuring \_\_\_\_\_ Kanals extendable up to \_\_\_\_\_ Kanals of raw land in compact piece, topographically suitable, acceptable soil quality, free from all sorts of encumbrances, risks, liabilities, claims, counter claims, pledges, lien, mortgages and litigations etc.
3. The Project land being offered is suitably located at \_\_\_\_\_ having Khasra Nos. \_\_\_\_\_. Site Plan superimposed with Khasra Plan is enclosed as **Annexure-A**. 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.
4. The land offered (as in Article 2) shall be mutated in the name of Party 'A' after fulfillment of all prerequisites by Party 'B' as per the terms and

conditions to be recorded under Agreement(s) to be signed between the Parties (as provided in the Article 1), after acceptance of Proposal by Party 'A'.

### **Article 3: The Relationship of Parties**

The contractual relationship between Party 'A' and Party 'B' shall be mutually agreed and defined by them for the specific project through Agreement / Joint Venture Agreement, after acceptance of the Proposal by Party 'A', strictly in accordance with applicable Regulations and Policy (read with Article 1), issued to the Party 'B' along with RFP and other documents as approved by FGEHA / Party 'A'. It is neither the intention of the Parties to make nor shall this MOU be construed as forming a corporation, partnership, company or any other legal entity.

### **Article 4: Responsibilities**

The Parties shall be responsible for the performance of their own services agreed by the Parties and recorded under the Agreement (s) to be signed between the Parties in accordance with the JVP Regulations, 2020, Model JV Agreement and Construction Agreement (if applicable; read with Article 1) shared with the Party 'B' with RFP documents.

### **Article 5: Exclusive Authority**

No Party shall have authority to bind or to make any commitment on behalf of any other Party unless such authority is expressed in writing by the Party concerned.

### **Article 6: Notices**

1. Notices under this MOU shall be in writing and will take effect from receipt at the address as notified by each Party. Delivery of Notices can be made through [Mode of delivery] against a written confirmation of receipt of Notice. Designation of the authorized representative of each Party, their respective addresses and other contacts are given herein below:

- a) Director JVP – FGEHA  
FGEHA Head Office,  
10 Mauve Area, G10/4, Islamabad

- b) [Full Name & Address of Second Party]

## **Article 7: Amendment or Modification**

1. This MOU may be amended or modified at any time through mutual written consent of parties. The amendment or modification shall become effective in the like manner as provided in Article 8 of this MOU

## **Article 8: Effectiveness, Duration and Termination**

1. This MOU shall be effective from the date of its signing by the Parties. Unless otherwise terminated earlier, this MOU shall remain effective for one (1) year, which shall be renewable with mutual consent.

2. Unless otherwise terminated earlier, this MOU shall expire on the date when -

- a) the Proposal is not accepted by the FGEHA / Party 'A'; or
- b) The Parties enter into Agreement(s), following acceptance of the Proposal by the FGEHA / Party 'A'.

## **Article 9: Dispute Settlement Mechanism**

Every dispute or difference arising between the Parties as to the interpretation, or effect of any article in the MOU which cannot be mutually resolved, shall be referred to the Director General of Federal Government Employees Housing Authority for decision.

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

For and on behalf of Party A

NAME:  
Director JVPs  
FGEHA, Islamabad  
CNIC No.  
Signature:

For and on behalf of Party B

NAME:  
Chief Executive Officer  
M/s  
CNIC No.  
Signature:

In the presence of:

Witness:

NAME:  
Director (Staff), FGEHA  
CNIC No.

Witness:

NAME:  
CNIC No