

No. 2464 Dated 5.8.1958.  
Karachi, Pakistan

value Rs.1/-

Issued to P.E.C.H. Society Ltd., Karachi  
through Mr. Abdul Rahman,  
Lic. Stamp Vender No.28.

Annex 101  
CA-11 a F  
89 SF

Serial No. 2757.  
presented at the office of  
the District Registrar of  
Karachi between the hours of  
3 and 4 p.m. on the 6.8.1958.

Sd/-  
A. A. Chaudhry,  
Sd/-  
H.A.H. Khairi.

Sd/-  
Sub-Registrar, Karachi.

### L I C E N C E A G R E E M E N T

Government of Pakistan  
Ministry of Works, Irrigation & Power.  
(For Karachi Co-operative Housing Societies).

*in 1955*

This AGREEMENT made at Karachi, the 6th day of August, 1958  
BETWEEN the President of Pakistan (hereinafter called 'the Landlord'  
which term shall where the context so admits include his successors  
in office and assigns) of the one part AND the Pakistan Employees  
Co-operative Housing Society, Ltd., Karachi, being a Society,  
registered under the Bombay Co-operative Societies Act, 1925 (Bombay  
Act) VII of 1925, Karachi-5, (hereinafter called the Licensee which  
terms shall where the context to admits includes successors  
executors administrators, representatives and permitted assigns)  
of the other part;

WHEREAS by a deed, dated the 1st August 1951, and registered  
in the office of the Sub-Registrar, Karachi on 8th August, 1951, at  
No.704 at pages 116 to 138 Volume 863 of Book No.1, executed  
between the Landlord and the Licensee, the Landlord granted to the  
Licensee a Licence to enter upon a portion of land measuring 957.8  
acres or there about therein described for the purpose of  
developing it and constructing building thereon;

AND WHEREAS by an Order No.F.V.(18)-13/57-NHS dated the 6th  
July, 1957 the Landlord terminated the said Licence granted to the  
Licensee for the reasons mentioned in the order;

AND WHEREAS the Licensee has undertaken to co-operate and  
comply with directions of the Landlord given to it from time to  
time in the rectification of various defects in the planning and  
development of land and the Landlord has thereupon agreed to grant  
a fresh Licence to the Licensee in respect of the land hereinafter  
delineated;

NOW THIS INDENTURE WITNESSETH that the Landlord does hereby  
authorise and permit the Licensee to enter upon the piece or  
parcel of Land measuring 1,268 (one thousand two hundred and sixty  
eight) acres or thereabout in the territorial division of the  
Pakistan Employees Co-operative Housing Society's area bearing  
Survey Nos. 1 to 6 in the Survey Sheet No.35-p/1 and situated in  
the Registration District, Sub-District and City of Karachi bound  
as below:

On the North by the proposed 240 feet wide road, separating  
Islamabad from FECH Society, Ltd.,  
On the South by the area known as Mahmudabad Colony, near  
K. M. C. sewerage form No.2,  
On the East by the K.C.H. Union boundary line of Block  
III, the K.D.A. (Hill Park) Scheme No.13,  
the K.C.H. Union Boundary line of Block  
VII, and the K.D.A. Scheme No.10.A.

On the West by the Abbysinia Lines, the S.M.H.S. Ltd.,  
the N.W.R. Land, and Chanessar Village,

delineated and described in the plan appended herewith as Schedule 1 hereinafter referred to as the 'said area' for the purpose of developing and construction buildings thereon on the terms and conditions hereinafter provided, but the title and lease-hold rights of the Licensee in respect of the following compact areas shown in the plan appended as Schedule 1, shall be subject to their consumption or adjustment as the case may be by the Landlord from the respective authorities and subsequent Notification in the Official Gazette:

- i) 1.6 acres of the Karachi Municipal Corporation land from across the Railway Line Land measuring 193 acres.
- ii) 12.9 acres of the Railway Land along the Railway Line on its North Western side.
- iii) 9.3 acres of K.M.C. land in the South West Corner of the PECH Society, Ltd., Karachi.
- iv) 5 acres of land at the South western Boundary of PECHS on the Southern side of Drigh Road.

#### TERMS AND CONDITIONS

1. (a) The Security of a sum of rupees One Lakh in the form of 20 Post Office Saving Certificates of Rs. 5,000/- each deposited by the Licensee for the due performance of the conditions of the deed of Licence of the 1st August, 1951, aforesaid shall be treated as security deposit as a condition for entering upon the said area for the purpose of this agreement.

(b) The security deposit, or its balance after deductions, if any, in accordance with these presents shall be refundable to the Licensee on the due completion of the whole project to the entire satisfaction of the Landlord.

II. The Licensee shall, at its own cost, cause the said area to be surveyed and its layout plan prepared by qualified staff under the supervision of a qualified engineer showing:

(a) the alignment and width of the proposed roads, streets, lanes and paths etc. and building lines on each side of them within the framework of the proposed Master Plan of Greater Karachi. Topographical characteristics and natural features of the site shall be used to the full advantage and no road or street laid in the said area shall be less than 40 feet wide, if intended for vehicular traffic; less than 20 feet if intended for pedestrian traffic.

(b) the division of the area into Blocks, dividing each Block into plots specifying the use to which such plots shall be put and the class of building to be constructed thereon.

(c) the reservation of suitable plots or portions of land for public amenities, such as parks, play-grounds, schools, dispensaries, hospitals, etc.

(d) the reservation of suitable plots or portions of land for commercial purposes such as markets, shops, workshops, cinemas, etc.

(2) The Layout plan submitted by the Licensee has been revised and approved by the Landlord before the execution of these presents. The Licensee shall not without the previous consent in writing of the Landlord or the Karachi Development Authority (set up by the President's Order No.5 of 1957 hereinafter referred to as 'the authority' appointed over the development of the area according to the said layout plan) divert any plot to any uses other than for which it has been approved. The said Authority shall exercise control over development of the said area etc. under the provisions of the aforesaid order.

III. (1) The Licensee shall prepare and submit to the Landlord or the Authority an overall development scheme with designs and estimates for the execution and completion of all development work specifying the period and cost within which such work will

be completed, under the supervision of qualified engineers within six months from the date of execution of these present. The scheme shall provide for the following matters namely:

- (a) the raising, lowering, levelling, or reclamation of the said area.
- (b) the construction of roads (including cause-ways and culverts) streets, lanes, footpaths, side walks and bus stands at approved places.
- (c) the levelling, paving, rettalling, channelling, sewerage and draining of the roads, streets, lanes, paths and side walks and making provision thereon for lighting and sanitary facilities.
- (d) making provision for water supply in bulk from the reservoir and laying down of water pipe lines on all the roads, streets and lanes so that house connections for water supply for each plot could be given (from a distance not exceeding 100 feet).
- (e) the disposal of the sewage in bulk and laying down of the drainage pipe lines on all the roads and streets so that the connections for the disposal of sewage from each plot could be given from a distance not exceeding 100 feet.
- (f) construction of drains for the disposal of storm water.
- (g) allotting land for parks, play-grounds and other open spaces for the benefit of the inhabitants;
- (h) allotting of land for the construction of buildings in the plot reserved for public amenities.

(i) making provision for the maintenance and repairs of above mentioned services during the period of the execution of the scheme,

(j) any other matter for which in the opinion of the Landlord or the Authority it is expedient to make provision for the completion and improvement of the scheme.

(2) The Licensee shall submit to the Landlord or the Authority:

- (i) details of the schemes together with estimated cost thereof and;
- (ii) a statement showing the arrangement proposed by the Licensee for the fixation of development charges for each plot according to the use to which it shall be put so as to cover the entire cost of execution of the scheme including administrative, incidental and interest charges etc.

(3) The Landlord or the Authority may approve the scheme submitted to it as aforesaid with or without such modification as it may consider necessary and its decision in this behalf shall be final and binding on the Licensee.

IV. (a) the Licensee hereby agrees that upon the receipt of the approval of the Authority in writing to the scheme referred to in Clause 3 above, he shall at his own cost take in hand execution thereof and shall complete and finish it within five years in a good substantial, workmanlike manner to the satisfaction of the Authority and in accordance with the plans, specifications, character and description as approved by it.

(b) for the execution of the various items of work covered by the scheme, the Licensee shall employ qualified engineers having atleast six years' working experience of the construction of roads and culverts and water supply and sewerage and other technical staff and or agency of such qualifications as shall be approved by the Landlord or the authority for the purpose.

(c) the execution of the scheme shall be carried out by the Licensee in close cooperation with all persons and other Societies having like right in adjoining areas, and the Licensee shall comply with all the directions given by the Landlord or the Authority in this regard from time to time.

(d) the Licensee has completed a portion of the development work. He shall complete the remaining work as provided in the

scheme, one third within first two years of the said date of approval of the scheme in writing two-thirds of the work within fourth year and the remaining work within fifth year of the date of the said approval. If the Licensee fails to complete any portion of the scheme within the period specified or if it is in this clause the Landlord may recover from him as agreed liquidated damages and not by the way of penalty, an amount equal to 1% (or such smaller amount as the Landlord whose decision shall be final on the parties, may decide) of the estimated cost of the work remaining unfinished for every month the work remains unfinished provided always that the entire amount of the liquidated damages payable under this clause shall not exceed 1% of the estimated cost of the work; and provided further that the Licensee shall not be liable to pay any damages under this clause where the Landlord and the Authority is satisfied that Licensee's inability to keep the schedule has arisen from situation beyond his control,

(e) the Licensee shall afford at his own expenses to the Authority all reasonable facilities in order that the Authority may satisfy itself that the work on the various items is progressing in accordance with the approved scheme and shall for this purpose allow the Authority free access to the works at all times when such works are in progress and shall when required by the Authority make arrangements for anything to be inspected at such place as the Authority may direct. The Licensee shall reserve a similar right as regards any contract or sub-contract he may make.

(f) The Licensee shall pay all costs relating to examination and test and shall provide all materials, tools, labour and assistance of every kind which the Authority may consider necessary for any test or examination, and if he fails to provide any such facility in regard to which the Authority shall be sole judge) at his own premises for making the test, the Licensee shall bear the cost of carrying out such tests elsewhere. In the event of any dispute the Authority's decision as regards the rejection of the materials used in the execution of the project shall be referred to the Landlord whose decision shall be final and binding on the Licensee.

V. Should the Licensee fail to complete the development of the scheme as specified in the foregoing clause, the Landlord may, unless he thinks fit to grant an extension to the Licensee for the purpose, get the work completed at the cost of the Licensee through such agency or agencies as he may consider suitable.

VI. (a) The Licensee shall allot the plots in the plan in the manner mentioned below:

(1) Plots reserved for residential purpose.

The Licensee shall allot plots to bonafide members on its roll in the manner approved by its Managing Committee and authorise the allottees (hereinafter called the sub-licensees) to enter upon the plot of land allotted to each of them for the purpose of constructing buildings and subject to the terms and conditions of these presents and of the building agreement in FORM 'A' appended hereto which shall be deemed to be a part of this agreement. The Licensee shall obtain the agreement of the sub-licensee in Form 'A' and transmit the same to the Landlord and thereupon the rights and liabilities under these presents regarding the construction of building on the sites so allotted shall from the date of each transfer, devolve on the sub-licensees provided that such transfer shall not in any manner affect the liability of the Licensee in the matter of execution of the schemes for the development of the land referred to in Clause IV of this agreement.

It is hereby further agreed that on due completion of the buildings in accordance with the terms and conditions specified in this agreement the Sub-Licensee shall be entitled to a lease of the plot allotted to him for a period of 99 years in the Form 'B' appended hereto AND IT IS FURTHER AGREED that till such lease has been granted by the Landlord the Licensee and the Sub-licensee shall not have any right or interest in the said plot except that of a bare license. The Licensee or sub-licensee shall not transfer its/his interest in the said area or as the case may be in the

plot allotted to him either in part or in whole except with the previous permission in writing of the landlord.

(2) Plots reserved for Commercial purposes.

Plots reserved for Commercial purposes shall not be disposed of by the Licensee except under and in accordance with the directions given to it by the Landlord or the Authority as the case may be in writing from time to time and on the terms set out in Form 'C' appended hereto.

(3) Plots reserved for public amenities;

The Licensee shall cause to be erected and completed in and upon the plots reserved for public amenities the buildings for the erection of which provision has been made in the scheme referred to in these presents and shall not without the previous consent in writing of the Authority erect or suffer to be erected on any part of any such plot any building other than required under the approved scheme. It is hereby also agreed that on due completion of the said building the Licensee or the allottees as the case may be shall be entitled to the lease of the said plots on which these buildings stand and the land appurtenant thereto for a term of 99 years on such terms and conditions as may be laid down by the Landlord.

(b) Any plot which is or which may from time to time fall vacant or in the opinion of the Authority become available for disposal either for the default of the Licensee sub-licensee or the lessee or by operation of law or otherwise shall be disposed of in accordance with the provisions of sub-clause (a) of this clause VII. It is further agreed that any sub-lease, or License or Lease or Sub-Lease grant by the Licensee or the Landlord as the case may be prior to the execution of this agreement in respect of the residential, commercial and public amenity plots in the said area, shall be deemed to have been granted by the Licensee or the Landlord as the case may be under the provisions of these presents.

VIII. The Licensee, sub-licensee or Lessee or sub-lessee as the case may be shall deposit, with the State Bank of Pakistan or pay at such office as may from time to time be specified by the Landlord the following amounts for the purposes namely.

(a) Premium of plots reserved for residential, commercial and public amenity purpose at the rate of Rs.1/- per sq.yd. But the following categories of plots would be exempted from payment of premium.

(i) Community owned centres e.g. mosque, Imambara, church, temple, grave yard. Any area used for commercial purposes for the maintenance of these institutions will not be exempt.

(ii) areas which will ultimately vest in a Local Authority i.e., roads, parks, garden, playgrounds and public open spaces, intended to be used for public institutions.

The Licensee has already made a part payment on account of premium and the balance shall be paid in four equal half-yearly instalments commencing from 1st January, 1959.

(b) Ground Rent in advance on or before the first day of April every year at the rate of -/1/- anna per square yard per year for all the plots reserved for residential and commercial purposes, The first payment shall be made on or before the first day of April, next following the execution of the presents or when the licensee or sub-licensee takes possession of the plot allotted to it/him, whichever is earlier.

(c) In the event of premium of ground rent not being paid on the due date, interest shall be payable at the rate of 3% per annum for the first six months and thereafter at 4% per annum for the period which the amount remains unpaid.

IX. (a) Whenever any sum of money is recoverable from and payable by the Licensee under this agreement the Landlord shall be entitled to recover the sum due from the amount of the security deposited under clause of this Agreement. In the event of the security being insufficient the balance shall be recovered from the

Licensee by proceeding in any of the modes prescribed by any of the regulations or acts of the Legislature now or hereafter, to be in force relating to the realisation of Government Land Revenue.

(b) Any sum due to the Landlord under this agreement from a sub-licensee or the lessee shall also be recoverable as arrears of land revenue.

X. (a) Whenever the Authority is satisfied:

(1) that any road or street laid out by the Licensee has been duly levelled-paved-mettled-channelled-swered and drained in the manner provided in the plans sanctioned by it.

(2) that such lamp-posts or other apparatus as the local authority in charge of the area consider necessary for the lighting of such streets and as ought to be provided by the Licensee have been so provided: and

(3) that water and other sanitary conveniences ordinarily provided in the city have been duly provided in such roads and streets; the Authority shall after informing the Licensee of its intention to do so, by a written notice affixed in some conspicuous position of such roads, street or lane declare the road, or street, to be public road, street or lane, and it shall thereupon vest in the local authority in charge of the area and shall thenceforth be maintained, kept repaired, lighted and cleaned by that local authority.

(b) When any open space for the purpose of recreation has been provided by the Licensee in the execution of the aforesaid scheme it shall on completion be transferred by the Licensee to the local authority in charge of the area and it shall thereupon vest in and be maintained at the expense of the said local authority.

(c) If any difference of opinion arises between the Licensee and the local authority in charge of the area in respect of any matter it shall be referred to the Landlord whose decision thereon shall be final and binding on the Licensee and such local authority.

XI. The Licensee, sub-licensee, or the Lessee, as the case may be, shall at all times during the currency of this Agreement as applicable to it/him pay and discharge all obligations, charges and assessments which may at any time thereafter during the said term be assessed, charged or imposed upon or in respect of the land or on building that may be erected thereon or on the Licensee sub-licensee, or the Lessee in respect thereof by the local authority in charge of the area.

XII. Should the Licensee go into liquidation or a receiving order be made against it or should it make or enter into any agreement or composition with its creditors or suspend payment or be wound up either compulsorily or voluntarily (or commit a breach of any condition not herein specially provided) or should it neglect to comply with any direction given to it by the Landlord or the Authority or in any respect fail to discharge any of its obligations under these presents for reasons not beyond its control, the landlord shall have the power to terminate the agreement, in which case the whole of the security deposit by the Licensee or such part of it as may be determined by the Landlord in his discretion shall be forfeited to the Landlord. In the event of the Licensee going into liquidation and its security being insufficient to discharge its liabilities to the Landlord under this Agreement any balance of the sum recoverable from it by the Landlord shall be the first charge on the Licensee's assets. Upon the cancellation of the agreement under this clause the Licensee will have no further claim whatsoever against the Landlord except at the option of the Landlord (which option shall be exercised by him within six months of the cancellation) to receive compensation from the Landlord to the extent of the amount of actual cost of development incurred by the Licensee or the net sale proceeds of the works executed by it whichever is less. Thereupon so much of the laid area in respect of which leases have not been granted by the Landlord in accordance with these presents shall revert to the Landlord free of all encumbrances.

III. Any bribe, commission, gift or advantage given promised or offered by or on behalf of the licensee or its partner, agent or servant or any one on its or their behalf to any officer, servant representative or agent of the Landlord or any person on its behalf in relation to the obtaining of this License or to the execution of this or any other contract with the Landlord shall be in addition to any criminal liability which it may incur and shall immediately result in the cancellation of this agreement (in so far as it affects the Licensee's rights) and all other contracts with the Landlord. The Licensee shall also be liable for any loss or damage resulting from any such cancellation. Any question or dispute as to the commission of any breach under this clause shall be settled by an Arbitration to be appointed by the Landlord in consultation with the Licensee in a manner and on such evidence or information as he may think fit and sufficient and his decision shall be final and binding on the parties.

IN WITNESS WHEREOF the parties here to have set their hands and seal at Karachi the day and the year first above written in the capacity or capacities mentioned in the document in the presence of

Sd/-  
A.A. Chowdhury,  
for and on behalf of the Landlord  
Seal: A.A. Chowdhury,  
Under Secretary to the Government  
of Pakistan, M/o Works, Irrigation  
& Power,

WITNESSES:

1: Sd/- A.M. Khan,  
(Amir Mohd. Khan)  
Superintendent,  
Ministry of Works.

2: Sd/- S.A. Razzak.

Sd/- M.A. H. Kheiri,  
for and on behalf of the Licensee.

Received fees as follows:-

	Rs.	Ps.
Registration fee.	5-0-0	
Copying fee (folio).	0-5-0	
Postal charges.	0-12-0	
Endorsement fee.	1-0-0	
	1-2-0	
<b>Total</b>	<b>Rs. 8-4-0</b>	

Sd/-  
Sub-Registrar, Karachi.

Mr. Muhammad Ahsanul Haq Khairi s/o Muhammad Anwarul Haq Khairi, Muslim 32, Govt: Service, FECH Society, Karachi executing part admits execution. The executant is known to the U/S Sub-Registrar.

Sd/-  
M.A. H. Khairi.  
6-3-1958

Sd/-  
Sub-Registrar, Karachi,  
6-3-1958

Mr. A.A. Chowdhury, Under Secretary to the Govt: of Pakistan Ministry of Works, Irrigation & Powers, Karachi in his official capacity.

Executing party is exempt from personal appearance under Section 38 of the Rev. Act. 1908. His signature is known to the undersigned Sub-Registrar.

Sd/-  
Sub-Registrar, Karachi.  
6-3-1958.