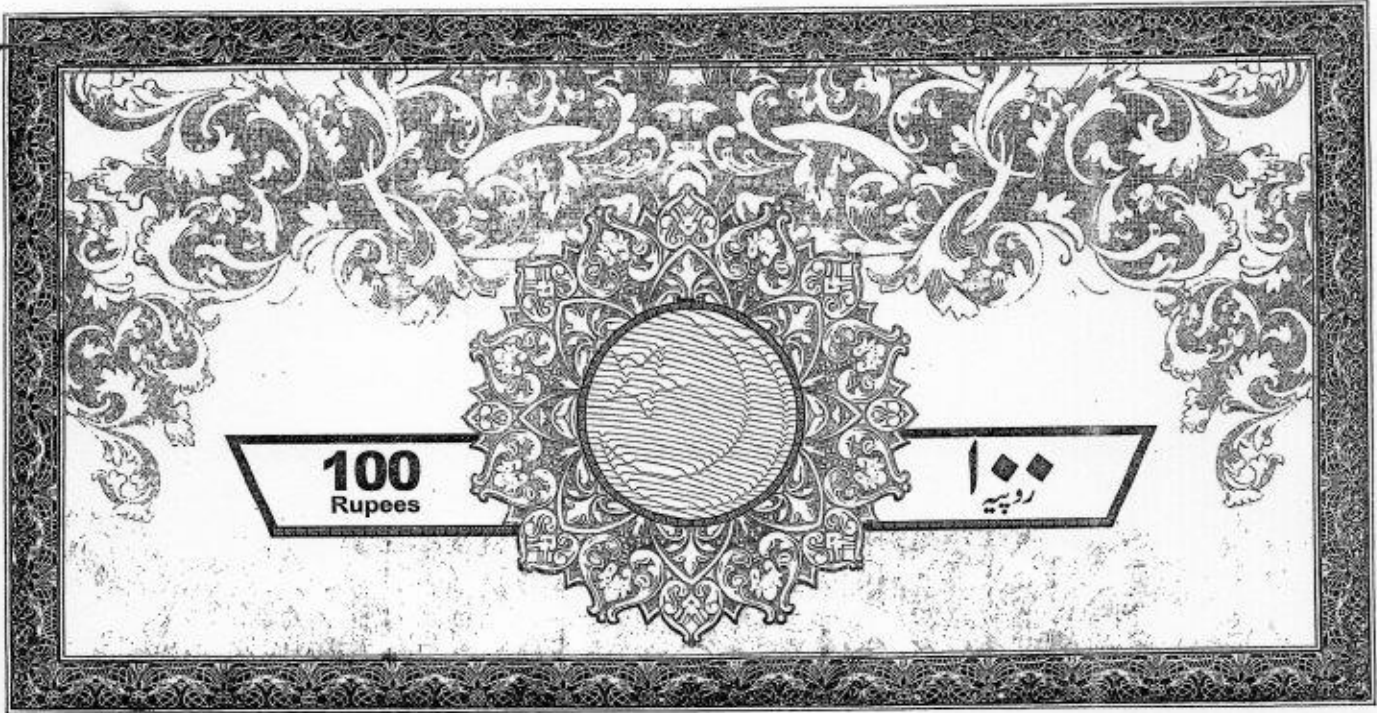




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MOHAMMAD UMER STAMP VENDOR  
Lic. No. 22, Shop No. 114, New Ruby Centre  
Talpur Road, Boulton Market, Karachi

30 DEC 2013

S.No. .... Date .....

Issued to with Address .....

T: n with Address ..... **MOHAMMAD HABIB (Advocate)**Purpose ..... **KBA No. 63**Value ..... **100/-**

Stamp Vendor's Signature .....

NOT USE FOR PREP. BILL &amp; RECEIPT PURPOSE

### SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made at Karachi on this the 6<sup>th</sup> day of May, 2014.

### BY AND BETWEEN

**Pakistan Institute of Labour Education and Research**, an Association registered under Section 42- of the Companies Ordinance, 1984, Having its registered office at PILER Centre, ST-001, Sector X, Sub-Sector V, Gulshan-e-Maymar, Karachi-75340, through its authorised person Mr. Shujauddin Qureshi, son of Muneeruddin Qureshi, holding CNIC No. 42301-8842697-7, duly authorized vide Resolution dated: 01-03-2013 [copy attached], (hereinafter referred to as "PILER" which expression shall, where the context so permits, be deemed to include its successors in interest and assigns) of the One Part;

### AND

**Maymar Housing Services (Pvt.) Limited**, a Private Limited Company limited, having its registered office at Suite No.305, 3<sup>rd</sup> Floor, Al-Khaleej Tower, Shaheed-e-Millat Road, B.M.C.H.S., Karachi through its Chairman, Abdul Rasheed, son of Hashim Muhammad Shamin, Muslim, Adult, holding CNIC No. 42209-4954937-9, (hereinafter referred to as "MHSL" which expression shall be deemed to include his heirs, administrators, successors in interest and assigns) of the Other Part;

(PILER and MHSL shall hereinafter also be referred to collectively as the "Parties" and individually as the "Party")

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WHEREAS the Parties have agreed to settle their disputes amicably [which have arisen out of, inter-alia, the change of the layout plan of Gulshan-e-Maymar, at Scheme No. 45, Taiser Town, Karachi, by MHSL], which is also the subject matter of Constitution Petition No.D-1038 of 2012 filed by PILER against, inter-alia, MHSL in the Honourable Sindh High Court at Karachi];

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties hereby agree as follows:

1. MHSL will complete the construction of all the 30 feet roads, in the layout plan, Taiser Town, in Scheme No.45 of Gulshan-e-Maymar, Karachi, which are still incomplete, within one year from the date of this Agreement.
2. MHSL, in conjunction with, the Malir Development Authority and other relevant authorities, will complete the construction of 100 feet and above roads as per the KDA/MDA standards i.e. including walking way (footpath) on both sides of the roads, curve stones, island and rain water drainage, within one year from the date of this Agreement. It is clarified that the construction of 100 feet and above roads is the responsibility of the Malir Development Authority, however, it will be obligatory on MHSL to facilitate and expedite the aforementioned construction of roads by taking concrete steps consistently and expeditious. Any delay to facilitate and expedite on the part of MHSL will be violation of its obligation under the terms of this Agreement.
3. MHSL will construct/develop the remaining 75 parks, specified in the layout plan, Taiser Town, in Scheme No.45 of Gulshan-e-Maymar, Karachi, that are yet to be developed, as soon as possible but not later than five years from the date of this Agreement. But in the sectors where occupancy ratio is 50% or above, MHSL will construct/develop the parks on a priority basis within two year time from the date of this Agreement.
4. MHSL will ensure that, through KESC, electricity poles are installed/fixed in Sectors W, X, S, T & Q, of Taiser Town, in Scheme No.45 of Gulshan-e-Maymar, Karachi, within one year from the date of this Agreement and MHSL will facilitate any process initiated by Maymar citizens in this regard, including the issuance of the necessary letters and other necessary actions and documentation. Any delay to facilitate and expedite on the part of MHSL will be violation of its obligation under the terms of this Agreement.
5. MHSL has agreed to deploy dedicated staff, within one month from the date of this Agreement, to resolve the electricity related matters between the Maymar residents and KESC. MHSL agrees to establish one window operation and deploy adequate staff, within one month from the date of this Agreement, to ensure quality services in water supply, electricity and other civic matters.
6. MHSL has agreed to facilitate and expedite any correspondence required, on the part of MHSL, by the residents of Maymar with KW&SB regarding clarity on dues/outstanding amounts and MHSL will ensure uninterrupted supply of water to the residents of Maymar.
7. MHSL will provide a copy of the agreement reached between MHSL and the Karachi Water & Sewerage Board, in relation to the dues, flat rate and other matters within three weeks from the date of this Agreement and MHSL will provide PILER a letter on MHSL's letterhead stating the exact dues of the Karachi Water & Sewerage Board against MHSL within three weeks from the date of this Agreement.
8. MHSL will ensure regular payment of salaries to all staff especially the lower staff (i.e. gardeners, sweepers and all other staff) and staff deployed at parks and will further ensure that cleaning and maintenance work in the parks is done in time and in a proper manner. Any delay to fulfil this obligation on the

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part of MHSL will be a violation of its obligation under the terms of this Agreement.

9. MHSL has agreed to deploy 108 guards within one month from the date of this Agreement throughout all Sectors of, and at all places, at Taiser Town, in Scheme No.45 of Gulshan-e-Maymar, Karachi, where security concerns of Maymar residents exist and four (4) persons, who are residents of Maymar residents, nominated in consultation with PILER, will supervise the aforementioned guards.

10. MHSL agrees that according to the agreement between the plot holders of Gulshan-e-Maymar and MHSL, MHSL is supposed to build, construct and provide the following amenities and facilities:

- a. Swimming pools
- b. Some tennis, Volley ball, basket ball courts.
- c. Six (6) mosques.
- d. Town Hall.
- e. Two (2) Clinics.
- f. Five (5) KG Schools.
- g. Three (3) Primary schools.
- h. Two (2) Clubs.
- i. Police Post.
- j. Post office.
- k. One Bus Stop.
- l. Sport Ground.
- m. Jama Masjid
- n. Madrasa.
- o. Shadi/Marriage Hall.
- p. Stadium in Sector W.
- q. Two mini Vans.
- r. One Ambulance.

11. MHSL has agreed that a two-member committee comprising of one person from PILER and one from MHSL [i.e. one of its Directors] will visit and identify which of the facilities in the list in Clause 10 supra have been developed. They will agree on a timeframe for those facilities (as listed in Clause 10 above), which are yet to be developed, constructed and provided. This obligation in this Clause 11 shall be completed within one month from the date of this Agreement.

12. MHSL has agreed to handover all amenities and facilities, as listed in Clause 10 supra, to a Trust comprising of three (3) residents/allottees of Gulshan-e-Maymar and four (4) members of MHSL, as per original agreement with plot holders within six months of the establishment of the aforementioned Trust. Once the Trust is established without unnecessary delay, a maintenance company will be created by the mutual understanding of the Trustees, allottees and residents of Gulshan-e-Maymar and as soon as the maintenance company is operational, the control and maintenance of the amenities and maintenance functions will be transferred to the maintenance company.

13. MHSL will facilitate and expedite the necessary process, including the issuance of letter(s) for correspondence with MDA and SBCA to get clarity/certification on development of the amenity plots/facilities. Any delay to facilitate and expedite on the part of MHSL will be violation of its obligation under the terms of this Agreement.

14. MHSL has agreed and will ensure that, as a result of the revised layout plan (GM-14), Taiser Town, in Scheme 45, Gulshan-e-Maymar, Karachi, no change has, and will, occur in the status of specific amenity plots [i.e. for schools, parks, play-grounds, health use, parking areas and for other amenity purposes] and that there is also no change in the overall size of parks.

*Am*

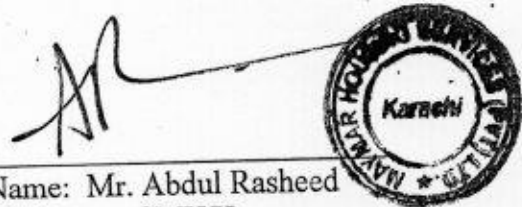
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15. MHSL has agreed to ensure that all plots allocated for the purpose of amenities in the previous layout plan, Taiser Town, in Scheme 45, Gulshan-e-Maymar, Karachi, will not be used or converted for any other purpose than for its originally allocated purpose.
  16. That the residents of Gulshan-e-Maymar will pay their respective maintenance charges and the Trust/company formed under Clause 12 above, will help in the recovery of maintenance charges from other allottees and residents of Gulshan-e-Maymar.
  17. MHSL has agreed to do the following works for the residents of Maymar as its commitment for better living in the locality:
    - a. Establish a 25 bed separate standard hospital at ST-001, Sector X-3, in Taiser Town, in Scheme 45, Gulshan-e-Maymar, Karachi, within 18 months of the date of this Agreement. The contribution of MHSL for this purpose is Rs.30 Million.
    - b. Convert Sir Syed School into a standard school to cater for the needs of present students and also other students of quality education without unnecessary delay. This may include collaboration with education systems [e.g. Nasra School].
    - c. Construct a furnished study centre over the current library in Taiser Town, in Scheme 45, Gulshan-e-Maymar, Karachi, for all residents within 18 months of the date of this Agreement.
    - d. MHSL will facilitate the maymar residents and will on its own initiative and its own efforts endeavour for land to be acquired for a graveyard and also a bus for burial without unnecessary delay. MHSL will also construct a boundary wall on Plot CP-1, Sector T, in Taiser Town, in Scheme 45, Gulshan-e-Maymar, Karachi, without unnecessary delay.
  18. The parties agree that this Agreement will be filed in C.P. No.D-1038 of 2012 which is pending before the Honourable Sindh High Court at Karachi.

IN WITNESS WHEREOF THE parties HAVE EXECUTED THIS Agreement hereto on the date first above mentioned



Name: Shujauddin Qureshi  
 Authorized person of PIER  
 Date: \_\_\_\_\_



Name: Mr. Abdul Rasheed  
 Chairman of MHSL  
 Date: \_\_\_\_\_

1. Signature: \_\_\_\_\_

Name :

Address :

ID #:

2. Signature: \_\_\_\_\_

Name :

Address :

ID #:

Mohamed Vawda

MOHAMMED VAWDA

39/2 Kh-e-Badar, Phase-VI

42301-4872649-5

Asrar

ASRAR AHMED

2 House 17th Block-3 Simyank

42201-8321892-9



# MAYMAR HOUSING SERVICES (Private) LIMITED

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## Extracts of Resolution of Board of Directors Meeting

The Board of Directors of **Maymar Housing Services (Pvt.) Limited** held on 19<sup>th</sup> March 2014 to discuss issues as per the agenda.

Following are the Extracts of the Resolution passed by the Board of Directors during the Meeting;

- 1) **“Resolved That**, Mr. Abdul Rashid, Chairman Maymar Housing Services (Private) Limited is be and hereby authorized by the Directors to appear before the Honorable High Court of Sindh, Sindh to represent company and its Directors is be and hereby approved.”
- 2) **Resolved That**, Mr. Abdul Rashid, Chairman Maymar Housing Services (Private) Limited is be and hereby authorized to enter into a amicable settlement agreement under Case No.D-1038/2013 date filed in the Honorable High Court of Sindh, Sindh, with petitioners”.

The Company Secretary presents these extracts duly certified under company stamp.



**Director  
For & on Behalf of  
Maymar Housing Services (Private)  
Limited.**