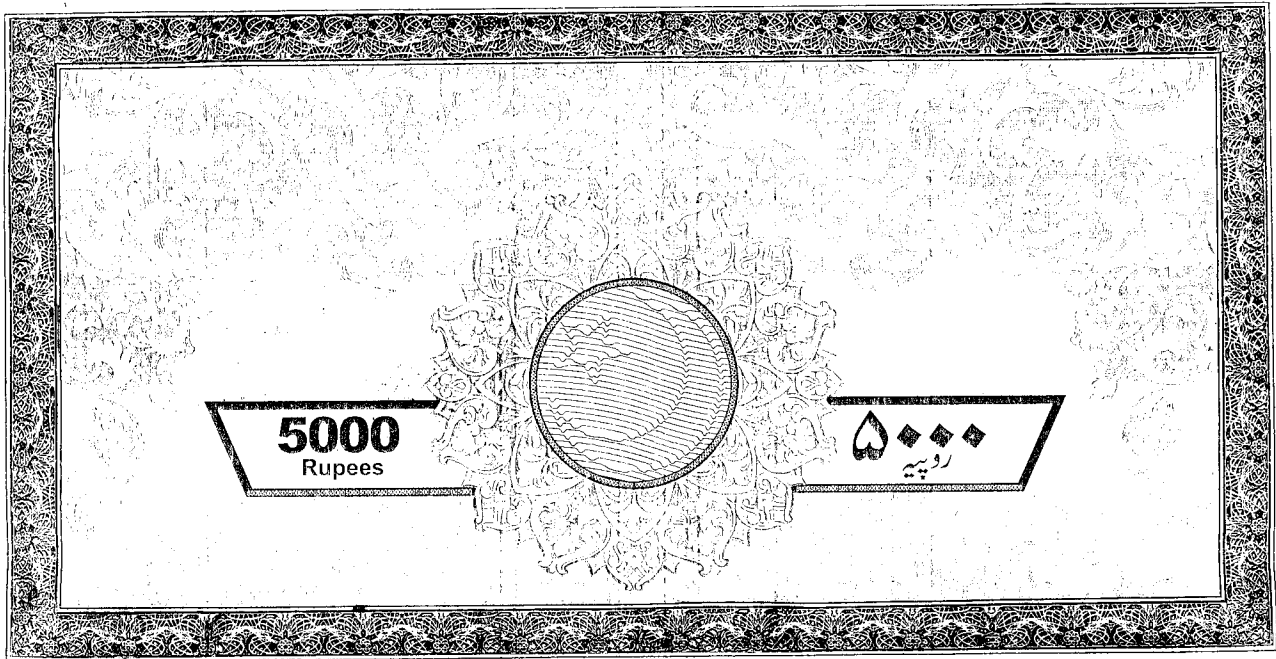


**AGREEMENT
FOR MANAGEMENT WORKS
OF HDA CITY**



STAMP OFFICE CITY COURT, KARACHI
 Issued to: Taha Siddiqui ✓
 NIC/Company Card No. 15126/ECT
 Vide D.S.R. No. 15 dated 23-11-15
 On behalf of challan No. 216 Dt. 23-11-15
 For the purpose of S.D
 R. No. 15 Dated 23-11-15

[Handwritten signature]
 23/11/15
 Sr. Officer

AGREEMENT FOR MANAGEMENT WORKS OF HDA CITY

This Agreement for Management works of "HDA City" is entered into on this 30th day of November' 2015 by and between **HYDERABAD DEVELOPMENT AUTHORITY (HDA)**, established in the year 1976, having its office at 4th Floor, Civic Centre, Thandi Sarak, Hyderabad, which expression shall include their successor-in-interest and assigns (hereinafter referred to as **Procuring Agency**) represented by its duly authorized officer, **Mr. Noor Muhammad Leghari, Acting Director General, Hyderabad Development Authority;**

AND

Rubicon Builders & Developers (Pvt.) Ltd. a company established under the Companies Ordinance 1984, having its office at Suit No.303, 3rd Floor, Mashriq Center, Sir Shah Suleman Road, Block No.14, Gulshan-e-Iqbal, Karachi, which expression shall include their successor-in-interest and assigns (hereinafter referred to as **Company**) represented by **Mr. Abdul Ghaffar Khan Afridi, Son of late Abdul Habib Khan Afridi, Muslim, Adult, Holding CNIC No.42201-6723574-5, the Head of Administration & Human Resource Department of the Company.**

WHEREAS the Procuring Agency is seized, possessed and otherwise well, fully and sufficiently entitled to all that piece and parcel of remaining 2800 acres land (herein after referred to as **Scheme**) out of total 5000 acres land, situated at Gulistan-e-Sarmast, Deh Ganjo Takkar, Taluka Latifabad, Hyderabad acquired vide Order No.KB-1/10/13/79/102 dated 07-01-1981 and subsequent letter No.KB-1/10/13/79/49 dated 07-01-1982 & No.HVA/1596 dated 25-06-1983.

AND in the light of decision, unanimously approved by the Governing Body of Hyderabad Development Authority during its 108th meeting held on 25-09-2008, the Procuring Agency is interested in the sale of plots of various categories of the Scheme to be disposed of through the Company having experience in the field of real estate, housing projects, designing for land development organize and manage project, encompassing multiple activities and disciplines through marketing, engineering and architecture design, survey, supervision, technical assistance and progress implementation for conversion into various kinds of plots and all other incidental and ancillary services as described in this Agreement (collectively referred to herein as the **Works**).

WHEREAS the Scheme land for Management works is approximately 2800 acres, situated at Gulistan-e-Sarmast, Deh Ganjo Takkar, Taluka Latifabad, Hyderabad and be named as **HDA CITY**.

AND WHEREAS, the Procuring Agency has awarded the Works for an aggregate sum of:

- 1) Management Consultancy fee will be @ 9.5% of total sale value of the plots offered for disposal under the Scheme (any additional works shall also be carried out at the same rate of 9.5%) for preparation of layout plan, advertising record keeping, management consultancy services: **AND**;
- 2) Rs.1,241/- per sq. yd. for estimated development works to be carried out through separate NITs as per SPPRA Rules and subject to the conditions of RFP as offered vide Letter of Intent (LOI) No.HDA/DEV/3236/2015 dated 2nd November, 2015 and the Company has accepted this offer vide its letter dated 10th November, 2015.

THE above price for development works to be carried out at proposed site does not include Gas, Electricity, Telephone, Water & Conservancy connection charges or any other charges which may be levied by the Provincial or Federal Government during validity of this Agreement period and will be collected from the allottees of the Scheme separately.

RECITALS AND PREMISES

WHEREAS, the following documents are hereby incorporated into and made an integral part of this Agreement:

- (i) Technical & Financial Proposals of Company, approved by the Evaluation Committee of the Procuring Agency.
- (ii) Order No.KB-1/10/13/79/102 dated 07-01-1981, No.KB-1/10/13/79/49 dated 07-01-1982 & No.HVA/1596 dated 25-06-1983 through which the Procuring Agency acquired the 5000 acres land.
- (iii) Minutes of the 108th meeting of Governing Body of Hyderabad Development Authority held on 25-09-2008 conveyed vide letter No.HDA/GB-142/3986/2008 dated 13-10-2008 .
- (iv) Letter of Intent No.HDA/DEV/3236/2015 dated 2nd November, 2015 issued in favour of the Company.
- (v) Acceptance letter dated 10 November, 2015 by the Company in respect of Management works of Scheme.

NOW, it is agreed by and between the Procuring Agency and the Company and witnesseth as follows:

DESCRIPTION OF SCHEME

Scheme Title:	HDA City		
Project Location:	Gulistan-e-Sarmast, Deh Ganjo Takkar, Taluka Latifabad, Hyderabad.		
Total Area of Scheme:	2800 acres (13,552,000 sq. yds. approx.)		
Proposed Covered Area:	a)	Residential	= 60%(approx:)
	b)	Commercial	= 05% (approx:)
	c)	Amenity:	
		i)Saleable	= 05% (approx:)
		ii)Non-Saleable	= 05%(approx:)
	d)	Roads (internal)	= 25%(approx:)
Scheme Completion Period:	5 years (60 months)		
Proposed Scheme Start Date:	1 st December, 2015		
Proposed Scheme Completion Date:	30 th November, 2020		

LANGUAGE AND GOVERNING LAWS

- 1) That the provisions of this Agreement would be in English language.

- 2) That this Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan, without giving effect to any choice of law or conflict of law provisions.
- 3) That this Agreement is made for the Works including but not limited to in respect of sale of plots of various categories, marketing of real estate and all kind of planning, design, launching, recovery of sale proceeds, record keeping, development of land by inviting NITs as per SPPRA Rules (amended) and related affairs or other allied works of Scheme and this work is encompassing multiple activities and disciplines through marketing, engineering and architecture design, survey, supervision, technical assistance and progress implementation for conversion into various kinds of plots.
- 4) That the Company will look after, manage and totally control and run wholly, solely and exclusively the advertising, marketing, development and allied works that may be required to be done for accomplishing the objectives of the Scheme to be launched at the above mentioned piece of land.
- 5) That the Government of Sindh had decided the cost of land @ Rs.100/- per sq. yd. for the earlier Scheme over 2000 acres. Now in pursuance of what has been agreed between the parties, the Company and Procuring Agency will use their reasonable efforts and coordinate with each other to get the cost of land fixed for this Scheme from Board of Revenue, Land Utilization Department and will manage other efforts with Government of Sindh, required to materialize this Scheme.
- 6) That the cost of land shall be solely and exclusively paid to the Government by the Procuring Agency.
- 7) That both the parties do hereby agree to start, execute and finalize the above Scheme.
- 8) That the Company will be responsible for the management of Marketing and Development work of all Residential / Commercial and other types of saleable plots / land by inviting NIT as per SPPRA Rules. That in the first instance, the Company will establish a furnished office with duly appointed sufficient staff and equipped with computer(s), furniture(s), fixture(s), landline telephone(s), fax machine(s) and 24 hours internet facility, as may



be reasonably required, preferably in the vicinity of Civic Centre, Thandi Sarak, Hyderabad after obtaining approval from Procuring Agency.

APPOINTMENT OF CONSULTANT

- 9) That after signing of this Agreement, the Company will submit a list of three (03) reputable Consultants to the Procuring Agency for selection of one. The Consultant thus selected will be appointed by the Company to act as the overseer to monitor the progress of the Scheme.
- 10) That the Consultant will prepare a detailed Implementation Schedule within a reasonable time from the date of his hiring and will submit the work plan, marketing schedule and layout plan(s) / drawing(s), plain table survey(s) & other details of the Scheme to the Procuring Agency after handing over the physical possession of the site of the scheme land to the Company.
- 11) That the Consultant will keep a watch on both the parties to see that they are meeting their obligations.
- 12) That the Consultant so appointed will render its services as an impartial entity and that this Agreement does not create an employer-employee relationship between the Consultant and the Company or Procuring Agency.
- 13) That if the Company is not satisfied with the performance of appointed Consultant, it may complain in writing to Procuring Agency for change and selection of other Consultant from amongst the provided names after terminating the services of the Consultant thus appointed;.
- 14) That if the Procuring Agency is not satisfied with the performance of appointed Consultant, it may ask the Company to terminate its appointment at any stage of work and suggest the Company for appointment of another Consultant.
- 15) That the Consultancy fees of the appointed Consultant will be paid by the Company.
- 16) That the Consultant shall have no right to receive any employee benefits provided by the Company to its employees and the Consultant shall be solely and exclusively responsible to discharge his obligations in respect of statutory benefits, payments or compensations to his personnel. It is clearly understood that the

Company shall not be liable to pay any sum other than that agreed herein.

- 17) That the Consultant shall be solely and exclusively responsible for payment of all taxes due in respect of the consultancy fee; the Company shall deduct any withholding tax or any other impost due on the payments to be made to the Consultant. The Consultant shall indemnify the Company in respect of any obligation that may be imposed on the Company to pay any such taxes.
- 18) That this Agreement does not authorize the Consultant to act for the Company as its agent or to make commitments on behalf of the Company.
- 19) Similarly, this Agreement does not authorize the Consultant to act for the Procuring Agency as its agent or to make commitments on behalf of the Procuring Agency.

HIRING OF SERVICES OF PROFESSIONALS

- 20) That the Company may hire the services of any qualified and reputable Firm(s) for marketing and preparation of layout plan(s) / drawing(s), plain table survey(s) & other details of the Scheme or the services of its following Associates for the purpose and may get the approval for execution of the same from the Chief Town Planner, P&DC / Director, P&DC for in time completion of Scheme. However, the office of Chief Town Planner, P&DC / Director, P&DC shall respond to the Company at their earliest in respect of the submitted plans.

Marketing, Advertising & Promotional Associates:

- i) Star Marketing (Pvt.) Ltd.
- ii) Mark One Marketing Network.

Architects, Town Planning & Engineering Associates:

- i) Arch Vision Plus (Architects & Town Planners).
 - ii) Arif & Associates (Structural Engineers).
 - iii) Zia Jaffery Architects & Associates.
 - iv) Ishaq Khan Associates (Consultant Engineers, Architects, Planners, Structural Engineers & Cost Consultants).
 - v) Al-Hasnain Enterprises (Land Surveyors, Planning, Design & Architecture).
 - vi) Al-Habib Associates (Engineering Surveyors).
- 21) That both the above Marketing, Advertising & Promotional Associates and Architects, Town Planning & Engineering

Associates mentioned at Para (21) supra will submit their bills to the Company and the Company will submit those bills after scrutiny by the Consultant to the Procuring Agency for payment.

- 22) That none of the Associates of Company can approach the Consultant or Procuring Agency directly for any of the matter what so ever in any manner.

GENERAL ARTICLES

- 23) That the Company will upload all the information related to Scheme including application form, schedule / mode of payment of plots etc. on its website and HDA will also upload the same on the website of District Government, Hyderabad.
- 24) That the Company will invite the applications through mass publicity both printed and electronic media for the sale of Residential Plots through scheduled bank(s) and will arrange the transparent balloting of residential plots, if number of applications received exceed number of plots.
- 25) That the Company will arrange periodical campaign in Print and Electronic media for inviting applications for booking and allotment of residential plots.
- 26) That the Company may alienate the Commercial, Industrial, Flat Sites, Petrol Pumps and CNG Station Plots and may dispose off the same through mutually agreed terms and conditions by inviting applications from interested parties.
- 27) That the sale of other than residential will be followed after balloting of the residential plots.
- 28) That the Company may also allocate smaller pieces of land while preparing the master plan / layout plan for the interested Cooperative Housing Societies and may dispose off the same by inviting applications from interested groups through mutually agreed terms and conditions.
- 29) That the Company may divide the Scheme in different phases for the purpose of speedy development and may also introduce these phases by different names other than the HDA City for the sake of marketing.

- 30) That the Procuring Agency may include additional land in the Scheme from the 20800 acres earmarked by the Government of Sindh for development of larger HDA City with mutual written consent of both the parties (ie) Procuring Agency and Company on the same terms and conditions as contained herein.
- 31) That the Company will get all the required material printed including Application Forms at its own costs and will supply to the bank branches designated mutually by Procuring Agency and the Company to enable the individuals to apply for booking of the plots.
- 32) That the allotment of plots shall be awarded through computerized balloting and the unsuccessful applicants shall be entitled to get refund of their amount deposited with Application Form within 30 days after balloting from the respective bank branch.
- 33) That the Company will get the approval of the advertisement draft and all publicity material from the Procuring Agency (CTP / Director, P&DC, HDA) before publication.
- 34) That all expenses incurred for preparation of advertising will be borne by the Company.
- 35) That the Company will bear all expenses for launching of Scheme at its own risk and cost. The Procuring Agency will not be responsible for the investment of Company or failure of Scheme.
- 36) That the allotment letters will be delivered to allottees under the seal and authority of Procuring Agency and such allotments will be processed through the Company in accordance with the existing rules and regulations of Procuring Agency. Similarly the Company with the consent of Procuring Agency may issue the cancellation of allotment letters to the allottees, who fail to pay the monthly installments in respect of their plots.
- 37) That all records of allotments and receipts, transfers, reminders, cancellation etc. will be maintained by the Company and the same will be handed over to the Procuring Agency after completion of Scheme. However, the plots subjected to cancellation, surrender, transfer whether residential or commercial or otherwise shall be put to re-allotment or re-sale.

- 38) That the Company will construct a spacious Site Office at the proposed location after handing over physical possession of the site of the scheme land by the Procuring Agency.
- 39) That the total price of the respective plots of the Scheme will be fixed on the basis of agreed selling price per yard.
- 40) That during the subsistence of this Agreement, the Procuring Agency will not be entitled to enter into any agreement of a similar or substantially similar nature directly or indirectly with any other person or company in respect of this Scheme. However, as and when the Procuring Agency decides to extend the Scheme of HDA City, the same will be entrusted to the Company - Rubicon Builders & Developers (Pvt.) Ltd.

ADVANCE PAYMENT

- 41) That the Company may demand an advance payment not exceeding 20% of the value of the Works to be carried out at the site of Scheme for initiation of works, provided that it is covered by bank guarantee from a first-class bank. Such guarantee would be valid for the entire implementation period of this Agreement & will be adjustable against the bills of Works.

OPENING & HANDLING OF BANK ACCOUNT(S)

- 42) That the Procuring Agency will open a separate bank account in a scheduled commercial bank for receipt & expenditure of this Scheme.
- 43) That the bank accounts shall be opened with the consent of both the parties and details of such information including the copies of bank statements / transactions will be provided to the Company .
- 44) That the separate accounts so opened shall be operated by the Procuring Agency authorities as per rules of HDA.
- 45) That comprehensive accounts of the Scheme shall be maintained at the office of Company, which shall be accessible to both the parties easily and copy of the monthly accounts shall be provided to the Procuring Agency.
- 46) That the accounts of the recoveries made by the Company will be audited with mutual consent of both the parties.

IMPLEMENTATION / COMPLETION PERIOD

- 47) That the Scheme would be completed within a period of 60 months from the date of handing over physical possession of the site of the scheme land to the Company. The Scheme will be developed and marketed into (04) four phases, each comprising of 700 acres. However, this period may be extended due to force majeure, natural calamities, political turmoil and public unrest. It is however, assumed that the cost of land would have been fixed by the Government of Sindh, Board of Revenue, Land Utilization Department before the actual handing over the physical possession of land.
- 48) That a request for extension of the completion date of Scheme may be made by the Company in writing to the Procuring Agency through the Consultant.
- 49) That the Consultant will prepare a detailed implementation schedule within a reasonable time from the date of his hiring. This implementation schedule shall describe the various stages of the Works and duration of execution of such activities, and the flow of Works till completion of the Scheme within the specified implementation period.

PAYMENTS

- 50) That the Company will charge 9.5% in respect of the marketing and advertising services rendered by Company of the total sale value of the plots offered for sale and will be applicable on all extra receipts which shall include extra charges like corner plot charges, road facing charges and west open charges.
- 51) That the marketing fee of 9.5% will also apply on all applications of transfer of plots from one allottee to the other.
- 52) That the Company will charge and receive its management fee @ 9.5% of the total value of the Scheme. The management fee will be charged in the following manner.
- i) On Booking: 3 % of total sale value of the units booked
 - ii) After One month of booking: 2 % of total sale value of the units booked
 - iii) After Two month of booking: 2 % of total sale value of the units booked

iv) Monthly Recovery: Remaining 2.5 % in 36
monthly installments

Total: 9.5 %


- 53) That the Company shall also be entitled to Rs.1,241/- per sq. yd. for estimated development works to be carried out through separate NITs as per SPPRA Rules and subject to the conditions of RFP as offered vide Letter of Intent (LOI) No.HDA/DEV/3236/2015 dated 2nd November, 2015 and the Company has accepted this offer vide its letter dated 10th November, 2015.
- 54) That the Company shall notify the Consultant promptly upon completion of any part of the Scheme in respect of which any payment has fallen due pursuant to this Agreement. Any Invoice presented by the Company for payment would be supported by the following:
- i) Details of the executed Works as per the Bill of Quantities and prices approved in the contract.
 - ii) Approval of the Consultant for quantities, qualities and financial claims.
 - iii) Company's bank account number.
- 55) That Procuring Agency will make payment of submitted bills after due verification within 10 days of submission and ensure the payment within stipulated time.

TAXES AND DUTIES

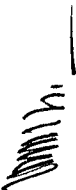
- 56) That the taxes and duties levy-able by the Income Tax Department and Sindh Revenue Board or any other financial / monetary institution being in force will be applicable upon the Company and the Procuring Agency will release the payments to the Company after due deduction of taxes and duties and if any discrepancy is found in deduction of taxes and duties, it may be adjusted in the next bill or at the end of financial year.
- 57) The Procuring Agency will not deduct the Income Tax, if the Company submits the Exemption Certificate regarding tax deduction issued by the FBR
- 58) The Procuring Agency irrevocably and unequivocally accepts and acknowledges that payment of all duties and taxes in relation to the execution and enforceability of this Agreement including but not limited to stamp duty, as may be applicable from time to time shall

be the sole and exclusive responsibility of the Procuring Agency and the Procuring Agency shall keep the Company fully indemnified and save harmless against any and all claims by competent authorities in relation to the aforesaid; provided further that the enforceability of this Agreement by the Client shall not be affected in any manner whatsoever by the Procuring Agency's failure to comply with this provision.

RETENTION

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- 59) That an amount equivalent to 5% will be deducted by the Procuring Agency from the Invoices submitted by the Company through Consultant as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Company.
- 60) That the retention money, which would be charged / deducted from the bills of Company, be paid to the Company at the end of Defects Liability Period.

DEFECTS LIABILITY PERIOD

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- 61) That there would be a "Defects Liability Period" of two months for all works completed by the Company under this Agreement.
- 62) That the commencement date of this "Defects Liability Period" would be from the date when the Consultant certifies in writing that the Work has been 100% reasonably completed. A "Certificate of Initial Hand-Over" shall be issued to the Company by the Consultant.
- 63) That the Company shall be obliged to rectify any or all reasonably determined defects or non-conformities with this Agreement that are notified to them by Procuring Agency or the Consultant during the "Defects Liability Period" at their own cost.

STANDARD OF SERVICES & WORKS BE MAINTAINED

- 64) All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has.
- 65) That all equipment, materials and supplies to be used for or in the Scheme would be of agreed quality / grade and free of any material

defects. All works and services performed pursuant to this Agreement would be of professional quality & workmanship.

SCHEME TO BE INSURED

- 66) That the Company shall take adequate insurance policy for the Works with a reputable insurance company until Final Handing-Over of the Scheme.

EXTRA WORK

- 67) That the Company will not do any extra work, provide extra equipment or supplies or perform any services resulting in extra cost over the agreed amount without the written authorization of the Procuring Agency.

SETTLEMENT OF DISPUTE

- 68) That in the event of any dispute or difference arising between the parties concerning the interpretation of the provisions of this Agreement, or the rights and liabilities of the respective parties or any other matter in respect of the Scheme concerning the parties hereto, shall first be tried to be settled amicably by the parties in a joint meeting.
- 69) Any dispute or disagreement which cannot be amicably settled amongst the parties hereto shall be submitted to the arbitration of two arbitrators, one to be appointed by the Procuring Agency and the other by the Company. In case of a difference between the two arbitrators, the dispute may be referred to an umpire to be appointed by the arbitrators before entering upon the reference and the unanimous decision of the two arbitrators or in the case of difference between them the decision of the umpire, shall be final and binding on the parties. The arbitration shall be held at Karachi in accordance with the provisions of the Arbitration Act 1940 and any amendment or re-enactment thereof.
- 70) Subject to the arbitration clause above, should any recourse to the Court of Law becomes necessary, the parties hereto submit to the jurisdiction of the Courts of Law at Karachi which courts shall have exclusive jurisdiction to settle any claims and / or dispute arising out of this Agreement or any act done in pursuance thereof.

SUPPLEMENTARY PROVISION

- 71) That this Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.
- 72) That any matter not provided for in this Agreement would be agreed upon by negotiation between the Company and Procuring Agency.
- 73) That no waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.
- 74) That any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified.
- 75) That all other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.
- 76) That this Agreement is irrevocable and none of the parties shall be entitled to revoke, terminate, suspend, rescind or cancel the same without the written no objection certificate of the other party.
- 77) That with the mutual consent of both the parties, the terms & conditions of this Agreement may be revised, altered, amended, modified, substituted, deleted or added from time to time.
- 78) That any other act for which no specific provision has been made in this Agreement shall be determined with the mutual consent of both the parties.

AMENDMENT OF THE AGREEMENT

- 79) That no amendment, modification or change of this Agreement would be valid unless it is made in writing and signed by the parties hereto.

FORCE MAJEURE

- 80) That no party would be liable for breach of any aspect of this Agreement where this breach can be reasonably ascertained to have been occasioned by an act of Force Majeure including but not limited to Acts of War, Rebellion, Lockouts, Strikes or Blockades, Government Policy, Natural Disaster or any Act of God which was not reasonably foreseen at the date of signing of this Agreement.

TERMINATION

- 81) This Agreement may be terminated by either Party by giving 03 months written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include:

- i) any violation of the Articles of this Agreement.
- ii) any other breach that a Party has failed to cure within 15 days after receipt of written notice by the other Party.
- iii) the death or physical or mental incapacity of Consultant or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services.
- iv) an act of fraud, gross negligence or wilful misconduct of a Party, and the insolvency, liquidation or bankruptcy of a Party.

EFFECT OF TERMINATION

- 82) Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall cease except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

CONFIDENTIAL INFORMATION

- 83) In this Agreement the term "Confidential Information" shall mean any and all information relating to the Company's business, including, but not limited to research, developments, plans, services, diagrams, formulae, processes, techniques, technology, Company ware, software, know-how, designs, ideas, discoveries, inventions, improvements, business secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to the Procuring Agency.

- 84) That the Confidential Information does not include information which:
- i) is in or comes into the public domain without breach of this Agreement by the Procuring Agency,
 - ii) was in the possession of the Procuring Agency prior to receipt from the Company and was not acquired by the Procuring Agency from the Company under an obligation of confidentiality or non-use,
 - iii) is acquired by the Procuring Agency from a third party not under an obligation of confidentiality or non-use to the Company, or
 - iv) is independently developed by the Procuring Agency without use of any Confidential Information of the Company.

OBLIGATIONS OF NON-DISCLOSURE AND NON-USE

- 85) Unless otherwise agreed to in advance and in writing by the Company, the Procuring Agency will not (except as required by law or court order) use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.
- 86) The Procuring Agency may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure affidavit containing terms and conditions consistent with the terms and conditions of this Agreement.
- 87) In any event, Procuring Agency shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Procuring Agency shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

RETURN OF CONFIDENTIAL INFORMATION

- 88) Upon the termination or expiration of this Agreement for any reason, or upon Company's earlier request, the Procuring Agency will deliver to Company all of Company's property or Confidential Information in tangible form that Procuring Agency may have in its possession or control.
- 89) The Procuring Agency may retain one copy of the Confidential Information in its legal files.

NON-PUBLICITY

- 90) Each of Company and Procuring Agency agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except:
 - i) to its advisors, attorneys or auditors who have a need to know such information,
 - ii) as required by law or court order,
 - iii) as required in connection with the reorganization of a Party, or its merger into any other company or becoming the part of consortia, or the sale by a Party of all or substantially all of its properties or assets, or
 - iv) as may be required in connection with the enforcement of this Agreement.



NOTICES

- 91) That any and all notice, demands, or other communications required or desired to be given hereunder by one party to the other shall be in writing and addressed according to the following:

PROCURING AGENCY:

Name: Hyderabad Development Authority.
Office Address: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

COMPANY:

Company Name: Rubicon Builders & Developers (Pvt.) Ltd.
Office Address: Suit No.303, Mashriq Center, Sir Shah Suleman Road, Block No.14, Gulshan-e-Iqbal, Karachi

Telephone No.: +92-21-34891151-52
Fax No.: +92-21-34948008
Email Address: rubiconbuilderspvt@gmail.com

ASSIGNMENT

- 92) The Services to be performed by the Company are personal in nature, and the Procuring Agency has engaged the Company as a result of its experience and expertise relating to the field of real estate, housing projects / designing for land development organize and manage project, together with multiple activities and disciplines through engineering and architecture design, survey, supervision, technical assistance and progress implementation for conversion into various kinds of plots.
- 93) That the Procuring Agency, agrees that it will not assign, transfer, delegate or otherwise dispose off this Agreement or any right, duty or obligation under this Agreement.
- 94) Nothing in this Agreement shall prevent the assignment of work by the Parties of this Agreement or any right, duty or obligation herein to any third party.

Entire Agreement

- 95) That this Agreement shall deem to embody the entire understanding of the parties and there are no promises, terms, conditions or obligations oral or written expressed or implied other than those conditions mentioned hereinabove and supercedes all discussions, understandings and deliberations.

This agreement has been prepared in two originals, one to be retained by each party.

IN THE WITNESS WHEREOF, the parties thereto have affixed their signatures and seals below on the date first above written:

WITNESSES:

1) Robina Fatima Javed
Secy HDA.

2) M. Yaqoob
(Muhammad Yaqoob)
(CNIC No.42301-7610818-7)
Add: Flat No.407, Diamond
Tower, Garden West, Karachi.

Noor Muhammad Leghari
30. 11. 2015.
(Noor Muhammad Leghari)
(CNIC No. _____)
Acting Director General
Hyderabad Development Authority

Abdul Ghaffar Khan Afridi
(Abdul Ghaffar Khan Afridi)
(CNIC No.42201-6723574-5)
Head of Administration & HR Dept.
Rubicon Builders & Developers
(Pvt.) Ltd.



**OFFICE OF THE DIRECTOR GENERAL, HDA
NEAR CIVIC CENTER, THANDI SARAQ, HYDERABAD.**

Phone No. 9200685

No. HDA/DEV/ 3236 /2015
Hyderabad. Dated:- 2-11- /2015

To,

Mr. Muhammad Younus Kodwavi,
Director,
M/s. RUBICON BUILDERS & DEVELOPERS (PVT) LTD,
Suit No.303, 3rd Floor, Mashriq Center,
Sir Shah Suleman Road, Block-14, Gulshan-e Iqbal,
Karachi.

Subject:- LETTER OF INTENT IN RESPECT OF RFP DATED 28-05-2015 FOR HDA CITY SPREAD OVER 2800 ACRES IN GULISTAN E SARMAST-II DEH GANJOO TAKKER TALUKA LATIFABAD HYDERABAD .

Reference: i) HDA/DEV/2585/2015 Dated 26-08-2015.
ii) Minutes of the 108th meeting of Governing Body, HDA held on 25-09-2008.

Put up.

It is to inform informing you that in view of the decision of Hon: High Court of Sindh at Karachi in respect of CP NO. D-1009/2015 dated 22-10-2015, the competent authority on the recommendations of the Evaluation Committee, accepted your proposal dated 22-06-2015 submitted by your Firm in respect of sale of plots of various categories, marketing of the same including all kinds of planning, designing, launching, recovery of sale proceeds, record keeping, development of land by inviting NITs as per SPPRA Rules (amended) and related affairs and all other allied works.

The Committee recommended to accept your offer for Management Consultancy at a fee @ 9.5% of total receipts, which includes preparation of layout plan, advertising, record keeping, management consultancy services and a detailed proposal of Rs.1241/- per sq. yds., for estimated development works to be carried out through separate NITs as per SPPRA Rules and subject to the conditions of RFP.

This acceptance is subject to the following:-

1. The completion period for the said work is five years from the date of signing of agreement.
2. The Management Firm shall carry out the survey of the proposed 2800 acres land and shall submit the demarcation plan duly approved by the Revenue Department prior submission of lay-out plan for approval to HDA.
3. The layout plan shall be prepared by the Management Firm and approved by the competent authority of HDA.
4. The sale price and schedule of payment for allottees shall be approved by HDA and also fixation of cost of land shall be made prior to launching of the scheme.
5. A comprehensive work plan for launching and completion of scheme within specified five years is to be submitted alongwith layout plan.

(Contd: on page 2)


SPPRA INWARD DIARY

NO. 2345

DATED: 03-11-15

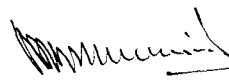
6. The Management Firm shall engage a Consultant in consultation with P.A. according to RFP.
7. All overseeing and top supervision is the responsibility of the Directorate of Housing HDA.
8. Quarterly reports of sale and booking shall be submitted by the Firm to the Directorate of P&DC, HDA to up keep and maintain the record of allottees.
9. The land / plots shall be transferred to allottees by the Land Management Department of P&DC and possession of developed plot be delivered to the respective allottees by the Directorate of Housing, HDA.
10. 10% deduction will be made on every bill as security deposit or to deposit 5% of the work in shape of bank guarantee and remaining 5% would be deducted on every bill as security deposit in addition to all taxes leviable. This Security deposit will be released after expiry of satisfactory completion period of the job i-e 90 days from the date of completion as per SPPRA Rules.
11. The registration from Sindh Revenue Board, Government of Sindh (if applicable) shall be submitted prior execution of agreement.
12. All payments and transaction shall be received and deposited in HDA bank accounts opened specially for this scheme and all payments will be released as per financial proposal of Management Firm in Pak rupees.
13. Executing the formal agreement within 30 days from the date of issue of this letter.

Please acknowledge receipt of this letter of intent and consent by submitting a draft of agreement in accordance with RFP for further proceeds as per SPPRA Rules (amended).


(NOOR MUHAMMAD LEGHARI)
DIRECTOR GENERAL
HYDERABAD DEV.AUTHORITY
HYDERABAD

Copy fwc's to:-

- ✓ 1. The Managing Director SPPRA Karachi with request to hoist the same under clause 50 of SPPRA Rule (amended) as the Evaluation report has already been hoisted for the job.
2. The Chief Town Planner P&DC HDA for necessary action.
3. The Project Director Housing-I HDA.


(NOOR MUHAMMAD LEGHARI) 2/11/15
DIRECTOR GENERAL
HYDERABAD DEV.AUTHORITY
HYDERABAD

NOTE SHEET

Subject:- MINUTES OF THE MEETING HELD ON 28-08-2015 AT 1.00 PM REGARDING OPENING OF FINANCIAL PROPOSAL OF THE TECHNICALLY QUALIFIED FIRM REGARDING LAUNCHING OF HOUSING SCHEME "HDA CITY" OVER 2800 ACRES LAND AT GULISTAN-E-SARMAST HOUSING SCHEME, DEH GANJO TAKKAR, TALUKA LATIFABAD, HYDERABAD.

Submitted:-

1/- The procurement Committee ,today i-e on 28 -08-2015 ,in compliance of the instruction of the competent authority vide order No.HDA/DEV/2585 Dated.26-08-2015,opened the financial Bid of M/s Rubicon Builder & Developer(pvt) Ltd in presence of their representative.

2/- That in accordance with the date / information required in the RFP, M/s Rubicon Builder & Developer (pvt) Ltd is the only one firm among other participated five firms,who secured the required marks for technical qualification. (Copy of proforma of technical evaluation report is attached).

3/- The technically unqualified firms were informed and their sealed Financial Proposal (unopen) alongwith Bid security were returned and accordingly M/s Rubicon Builders & developers (pvt.) Ltd, who was technically qualified for the said work was informed to attend the office of the Director General HDA for opening of their financial bid on 28-08-2015 by the Secretary HDA through letter No.HDA/DEV/2585 Dated.26-08-2015 .

4/- That today on 28-08-2015 at 1.00 PM financial bid of M/s Rubicon Builders and Developers was opened in their presence and the Procurement Committee.

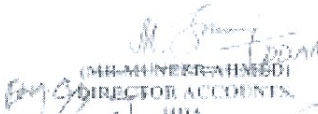
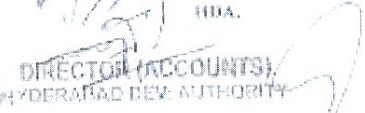
5/- That the committee examined and submitted the following recommendations.

RECOMMENDATIONS OF THE PROCURMENT COMMITTEE

A/- That the Financial Bid of M/s Rubicon 9.5% of total receipt which is for additional site work for preparation of layout plan ,advertising record keeping, management consultancy services and is lowest 2.5% below of estimated cost and Rs.1241/- per sq.yds.for estimated development work to be done by HDA through

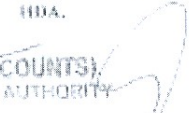
separate NIT as per SPPRA Rules which is 2.8% lowest from estimated works, examined by the Committee and recommended for its approval for the said job by the competent authority for the award of letter of commencement of work to M/s Rubicon


B) - That all such proceedings may be communicated to the Advocate of HDA as per his advice dated: 11-03-2015 in respect of CP NO. D-1009 of 2015 to bring these facts before the Hon: High Court of Sindh at Karachi in compliance of the orders dated : 25-02-2015 and 10-03-2015 for further directives by the Hon Court. Before award of letter of commencement of work to M/s Rubicon .


(MR. MUNEE AHMED)
DIRECTOR ACCOUNTS
HDA.

DIRECTOR (ACCOUNTS)
HYDERABAD DEV. AUTHORITY


(MR. REHMATULLAH JAMALI)
SECRETARY HDA


(MR. MUHAMMAD TORAL MEMON)
CHIEF TOWN PLANNER P&DC HDA


(MR. MALIK)
DEPUTY PROJECT DIRECTOR
LHD/ GOS


(MR. MANNAN)
DEPUTY DIRECTOR LM (ADMN)
P&DC HDA


(NOOR MUHAMMAD LAGHARI)
DIRECTOR GENERAL HDA

No: HD/ Dev/ 2841 /-2015. Dated. 01-07-2015

Copy fwe's for information to


1. The Director General HDA.
2. The Chief town Planner P&DC HDA
3. The Managing Director SPPRA Karachi.
4. Mr.----- Member of the PC.


(MR. REHMATULLAH JAMALI)


SECRETARY HDA

BID EVALUATION REPORT

1	Name of procuring agency:	Hyderabad Development Authority,
2	Tender Reference	HDA/DEV/1731/2015 Dated 25-05-2015
3	Tender description Name of work	Self Financing Scheme RFP FOR CONSULTANCY SERVICES IN RESPECT OF PLOTS BY LAUNCHING OF HOUSING SCHEME "HDA CITY" OVER 2800 ACRES LAND AT GULISTAN-E-SARMAST HOUSING SCHEME, DEH GANJO TAKKAR, TALUKA LATIFABAD, HYDERABAD.
4	Method of procurement	Single stage-Two Envelope
5	Tender Published	SPPRA ID NO 1575220050, & INF/KRY/2071/2015 dt. 26-05-2015 Published in daily "Jang" dated 28-05-2015, daily "Regional Times" dated 27-05-2015, daily "Express Tribune" dated 27-05-2015, daily "Pak" sindhi dated 27-05-2015 and daily "Bijal" Sindhi Dated 26-05-2015.
6	Total Bid documents sold	Seven
7	Total Bid received	Five
8	Technical Bid Opening date	22-06-2015 at 1:00 PM
9	No. of bid technically qualified	One
10	Bid (s) Rejected	Four
11	Financial Bid opening date:	28-08-2015


 CHAIRMAN
 CHIEF TOWN PLANNER
 Planning & Dev. Control
 H.D.A. Hyderabad

12. Bid Evaluation Report						
S NO	NAME OF FIRM OF BIDDER	COST OFFERED BY THE BIDDER	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASONS OF ACCEPTANCE /REJECTION	REMARKS
01	M/s Rubicon Builders & Developers	9.5% of Total Receipt Advertising, Booking, Record Keeping, Management Consultancy Services, and for additional Work for preparation Lay out plan Rs 1241/- per sq.yds for Estimated development Works to be done by Through separate NIT per SPPRA Rules.	1 st	2.5% below	Being lowest as per estimated works	


(MR. MUNEEB AHMED)
DIRECTOR ACCOUNTS
HDA


(MR. REHMATULLAH JAMALI)
SECRETARY HDA


(MR. MUNEEM KHAN)
CHIEF ENGINEER
H.D.A. Hyderabad.


(MR. A. MALIK)
DEPUTY PROJECT DIRECTOR
HDP GOS

(MR. A. MALIK)
DEPUTY PROJECT DIRECTOR
HDP GOS



(MR. A. MANNAN)
DEPUTY DIRECTOR LM (ADMIN)
P&DC HDA



DIRECTOR GENERAL
Hyderabad Development Authority


Comparative statement

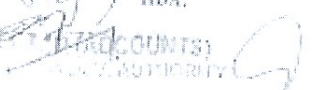
NIT	HDA/DEV/1731/2015 Dated: 25-05-2015 Published in daily "Jang" dated 28-05-2015, daily "Regional Times" dated 27-05-2015, daily "Express Tribune" dated 27-05-2015, daily "Pak" sindhi dated 27-05-2015 and daily "Jijal" Sindhi Dated 26-05-2015.
DATE OF ISSUE FROM 1 st PUBLICATION	26-05-2015
DATE OF COLLECTION	15-06-2015
DATE & TIME OF SUBMISSION	22-06-2015 at 12:00 NOON
DATE & TIME OF OPENING	22-06-2015 at 01:00 PM
NAME OF WORK	RFP FOR CONSULTANCY SERVICES IN RESPECT OF PLOTS BY LAUNCHING OF HOUSING SCHEME "HDA CITY" OVER 2800 ACRES LAND AT GULISTAN-E-SARMAST HOUSING SCHEME, DEH GANJO TARKAR, TALUKA LAHFABAD, HYDERABAD
SCHEME SANCTIONED BY	DIRECTOR GENERAL HDA WITH PRIOR APPROVAL OF WORTHY CHIEF MINISTER SINDH
ESTIMATED COST	SELF FINANCE TO BE ASSESSED ON PREPARING LAY OUT PLAN (APROX: RS.25000.00 MILLION)


S/N	NAME OF FIRM	RATE QUOTED	AMOUNT IN RS IN MILLION	COMPARISON WITH ESTIMATE COST
01	M/s Rubicon Builders Developers (pvt) ltd.	9.5% of Total Receipts for Advertising, Booking, Record Keeping, Management Consultancy Services, and for additional Work for preparation of Lay out plan. Rs1241/- per sqyds for Estimated development Works to be done by HDA Through separate NIT as per SPPRA Rules	2349.578	2984.150 (2.5% BELOW)
			16818.032	17617.600 (2.8% BELOW)



 (MR. MUNIR AHMED)
 DIRECTOR FOR ACCOUNTS
 HDA.


 (MR. REHMATULLAH JAMALI)
 SECRETARY HDA


 CHIEF TOWN PLANNER
 (MR. MUHAMMAD IQBAL MEMONI)
 CHIEF TOWN PLANNER P&DC HDA


 (MR. MALIK)
 DEPUTY PROJECT DIRECTOR
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 (MR. A. MANNAN)
 DEPUTY DIRECTOR IAI (ADMIN)
 P&DC HDA


 (MR. QURESHI)
 Deputy Project Director
 Hyderabad Development Authority