



KASHIF KAZA STAMP VENDOR  
Licence No. 02 G-14, Spanish Homes  
Phase 1, D.H.A., Karachi.

04 OCT 2019

(RUPEES ONE THOUSAND ONLY)

S.no ..... Date .....  
Issued To With Address.....  
Through With Address.....  
Purpose.....  
Value Rs. 1000 Attached.....  
Stamp Vendor's Signature.....  
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

**CONTRACT AGREEMENT FOR PARKING  
IN KARACHI CANTONMENT BOARD LIMITS**

THIS AGREEMENT is made on this 04th day of Jan 2019-2020

**BETWEEN**

**The Karachi Cantonment Board** (hereinafter called the board) through its **Executive Officer**, hereinafter referred to as the party of the first part, which expressions wherever the context so permits shall mean and include its attorney (s), successors-in-interest and assign (s):

**AND**

M/s. **Mustafa Sons** through its proprietor, **Mr. Ahsan Khyber**, Muslim, Adult, resident of Dakkhana Khas Chak 752, G-B Tehsil Peer Mehel Zilla Tobateksing, Punjab. and Plot No. 124, Block 2, C-2, Green Town Lahore, Iqbal Town, holding CNIC No. 33302-6076241-5 (hereinafter referred to as the Contractor of the second part, which expression wherever the context so permits shall mean and include his heirs, executors, administrators and assign(s).

WHEREAS the board has decided to allow the contractor vide CBR No. 03 dated 03/12/19, to recover the parking Fee of vehicles from following parking points situated at:

*(Signature)*



KASHIF RAZA STAMP VENDOR  
Licence No. 02 G-14, Spanish Homes  
Phase-3, D.H.A., Karachi.

08 OCT 2019

(RUPEES ONE THOUSAND ONLY)

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MILLIAD SABIR  
Advocate HC/8309/Khi

- i. Raja Ghazanfar Ali Khan Road
- ii. Saghir Hussain Shaheed Road.
- iii. Shahrah -e- Faisal
- iv. Abbasi Shaheed Road (FTC Building )

Now the parties as aforementioned have agreed in pursuance of CBR  
No. 03 dated 03/12/2018 as under:-

The Contractor, being the highest bidder, has agreed to pay a sum of RS.16.025 Million/-(sixteen million twenty-five thousand only). Henceforth, by this piece of instrument he is bound legally to pay the sum within stipulated timeframe. As of now, the contractor has paid a sum of Rs. 5.341 Million/-(five million three hundred forty-one thousand) as 1/3 of bid money to Karachi Cantonment Board. Moreover, the remaining balance Rs 10.683 Millions of the bid money will be paid in the shape of post-dated three equal crossed cheques from his own operational bank account in favor of C.E.O Karachi Cantonment Board. The detail is as under:

- i. 1<sup>st</sup> post dated cheque rupee 35,61,112/-
- ii. 2<sup>nd</sup> post dated cheque rupee 35,61,112/-
- iii. 3<sup>rd</sup> post dated cheque rupee 35,61 112/-

Furthermore, a cheque of Rs. 4.500 Million (four million five hundred thousand) has been received as security Deposit, which will be refunded after three months of contract completion, for faithful/ satisfactory performance of contract till its logical end. However, if default / breach of any rule of contractual obligation made by the contractor during the contractual period the amount of security will be forfeited by KCB and the same will be deposited in the account of Cantt Fund in addition to termination of contract at the risk and cost of the contractor. In addition, you are required to deposit 1.6052 Million (one million six hundred five thousand two hundred) Withholding tax immediately.

2. In case of delay/ default in making payment or in case of dishonor of cheque, a surcharge @ 1% for every day of such delay of Payment will be charged in addition to termination of contract and forfeiture of security deposit.

3. The contractor will charge and collect parking fee from the owners/ drivers of cars, taxis, motor cycles / scooters and auto-Rikshaws, buses, coaches, trucks at the following rates from the above mentioned sites during the contractual period w.e.f 19--09-2019 to 30-06-2020:-

1) Buses, Coaches, trucks	RS. 40/-
2) Cars / taxis	RS.20/-
3) Motor- Cycles/ Rickshaws	RS.10/-

4. The contractor shall not charge the parking fee from any vehicle more than the rates mentioned above.

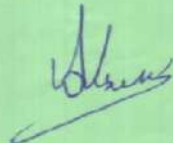
5. The contractor will fix sign boards displaying the parking rates at different conspicuous places of parking area, and if such boards are found to have been rubbed or hidden the contractor shall be held responsible and shall be liable to be imposed fine upon him by the Executive Officer.

6. The staff members of the contractor shall wear a neat and clean uniform during duty hours and shall also keep identity card issued to them by the contractor duly countersigned / verified by the Cantonment Authorities.

7. Token books will be stamped by Karachi Cantonment Board and the cost of printing shall be borne by the contractor.

8. In case the contractor charges more than the rates fixed by the Board, he shall be liable to pay heavy penalty to be fixed by the Executive Officer which may include blacklisting for future contracts.

9. The contractor shall be personally available at the place of collection of parking fee to receive instructions from the Cantonment Executive Officer, or his representatives, whose name and particulars shall be communicated



to the Board in writing and instruction issued to such representative shall be deemed to have been issued to the contractor directly.

10. The contractor shall pay income tax and all the other taxes levied on his income earned from parking Fee from Cantt. limit directly to the concerned authorities.

11. If the contractor fails to fulfil any of the above conditions or comply with any order of the Executive Officer or any person authorized by the Board in its behalf or violates the conditions of agreement, the Board may terminate this contract without making compensation to the contractor and the right of collection will be re-auctioned at the risk and cost of the defaulting contractor.

12. The contractor shall be responsible for the cleanliness of the area.

13. The contractor shall ensure free flow of traffic for all the time and shall also see that no congestion is caused in recognized parking area.

14. The vehicles shall be parked in a single row on both sides of the Road in divides / car parking boxes (which are to be property designed for parking of vehicles). Double parking - of vehicles in two and more lanes / lines shall not be allowed in any case.

15. The contractor shall maintain order and discipline among the owners and drivers of the vehicles and will ensure that parking of vehicles is made in an orderly manner to allow smooth and regular flow of vehicles/ traffic on the road.

16. The Government vehicles and the vehicles of the armed Forces and all other vehicles are exempted from the payment of parking fee by the Cantonment Executive Officer.

17. The contractor shall not, without the sanction of the Board in writing, assign, sublet, transfer the contract to any other party and in case the contractor sublet / transfer the contract, Karachi Cantonment Board have lawful right to forfeit the security amount deposited by the contractor in addition to termination of the contract forthwith.

18. The contractor or any person employed by him shall render all assistance and produce all documents / record if required by any officer /official authorized to conduct examination of the token books or manner of parking, or any matter related or incidental to overcharging.



19. The contractor shall cease to exercise rights to collect parking charges, and handover all token books without failure to the Cantonment Executive Officer, or any other officer authorized by him at 12:00 midnight and on 30-06-2020.

20. The contractor shall abide by the bye – laws of the Board as they are related to the subject of this agreement.

21. In case of any dispute between the Cantonment Board and the contractor, the matter shall be referred to DML&C Karachi for settlement on merit by contractor in accordance with the Arbitration Act, 1940 and DML&C shall act as the sole arbitrator.

Signed. Sealed and Delivered on behalf of the Cantonment Board  
Karachi.

This 13<sup>th</sup> day of Jan. 2020