



**TRANSPARENCY
INTERNATIONAL-PAKISTAN**

September, 2016

5-C, 2nd Floor Khayaban-e-Ittehad, Phase VII
Defence Housing Authority, Karachi
Tel: (92-21)-35390408, 35390409 Fax: 35390410
E-mail: ti.pakistan@gmail.com
Website: www.transparency.org.pk

Director General,
National Accountability Bureau (NAB) Karachi,
Karachi.

Sub: Allegations of corruption by Managing Director PSO on the orders of Minister/Adviser of Petroleum Orders in 2008/2009 for payment of over Rs. 11 lacs/month to Mr. Pesomal front man of Mohd Ali Shaikh causing fraudulent payment of over Rs. 110 million by forging documents in the ownership of PSO Petrol Pump, adjacent to PSO House, at Plot No 32/1 Ft-3, Clifton Frere Town Karachi.

Dear Sir,

Transparency International Pakistan has received a complaint on the corruption by Managing Director PSO on the orders of Minister/Adviser of Petroleum Orders in 2008/2009 for payment of over Rs. 11 lacs/month to Mr. Pesomal front man of Mohd Ali Shaikh causing fraudulent payment of over Rs. 110 million by forging documents in the ownership of PSO Petrol Pump, adjacent to PSO House, at Plot No 32/1 Ft-3, Clifton Frere Town Karachi.

The complainant has made the following allegations;

That,

- 1- PSO Petrol Pump, adjacent to PSO House, at Plot No 32/1 Ft-3, Clifton Frere Town Karachi, is property of Farida Sultan through succession and heir ship of deceased husband Sahibzada Afzal M. Khan. Lease of the said property was granted by KMC Nawab Of Juna Garh family- Sahibzada Muhammad Afzal Khan in 1968 periodically renewable for future tenures. The land was leased by KMC for operating "Petrol Pump" specifically, not restricted to any specific company.
- 2- The land was given on rent to Pakistan National Oils Limited (Now Pakistan State Oil- PSO) under a rent agreement in 1968 to operate a COCO (company owned and company operates petrol pump) for a fixed period subject to periodic renewals. The last renewal was made in 1997 for a period of 10 years expiring 2007, with PSO to continue operating COCO site only and not transferable to ant third party.
- 3- In 2004 PSO in violation of the head lease agreement PSO converted the said site from COCO (company owned and Company operated) to a partnership site. No NOC was acquired from the Head lease holder and no option as a first right was given to the head lease holder to form a partnership on his own land with PSO. This partnership again was built in violation of the rules under political influence and mala-fide intentions with one Fouzia Memon who is reported to be daughter in law of the then General Manager of PSO and closely related to a then senior bureaucrat in Sind.



- 4- In 2007 the city district government Karachi cancelled all such leases 12 in number hence the lease with KMC could not be renewed in time as per right of the owner, while PSO continued operating the partnership site on the said premises with MG motors. The head lease owner Sahibzada Afzal M. Khan challenged the KMC decision.
- 5- In 2008 the head lease holder owner of plot Sahibzada Afzal Muhammad Khan died in Karachi.
- 6- 6- The succession certificates were submitted in the court and approved by the court in favor of Ms. Farida Sultan W/O Late Sahibzada Afzal M. Khan and Son Sahibzada Ghulam Mohiuddin Khan.
- 7- In a suit of 2010 Sind High Court in 2012 judgment ordered KMC to withdraw cancellation of lease and extend the lease hold to the original party. KMC agreed to the decision of the Sind High Court but did not comply with the court's decision. Taking advantage of the situation and with connivance of PSO & KMC officials the dealer Fouzia Memon of MG Motors, acquired the head lease from KMC through a 3rd party M/s Creek Enterprise owned by one influential political figure, despite clear orders of the court to re-reutilize to original head lease holders.
- 8- In 2012 while proceedings on heir ship were under process KMC granted the lease
9- unlawfully to M/S Creek enterprises and PSO seems to have signed an agreement either directly with M/S Creek Enterprises or indirectly through Mr. Pesomal, front man of Mohd. Ali Shaikh, Fouzia Memon MG Motors in violation of all court orders. Internal policy and other ethical and legal restrains.
- 10- In 2013 After the court decision and successor issue resolution KMC issued rental
 - a. payment challan to the original head lease owner but despite payments were made
 - b. KMC did not refresh the lease agreement. It was then revealed that the lease was
 - c. granted fraudulently to M/S Creek Enterprise working on behalf of Fouzia MG Motors/ Mr. Pesomal/Mohad Ali .
- 11- In 2013 the widow and son of Sahibzada Afzal M. Khan (late) filed a suit again, against fraudulent lease to MIS Creek Enterprises working on behalf of Fouzia Memon MG Motors after few hearings court ordered to cancel the fraudulent lease and re-lease the property to the original lease owners.
- 12- 11- In 2013 finally the lease was renewed by KMC in favor of the original leaseholder
- 13- Farida Sultana W/O Sahibzada Afzal M. Khan (Late) for 20 years from 2007 to 2027 with another renewal of 20 years till 2047. 12- It is necessary to point out here that the said agreement with PSO was valid up to 2007 and thereafter it was not renewed but despite various contacts with higher management of PSO including notices to increase rent, pay previous rent on judicious grounds, transfer dealership in our name and/or vacate the premises no one from PSO took our matter seriously and



are continuously not only ignoring our plea but misleading higher ups in our case by providing fictitious and fabricated updates on our issue. More facts are stated below.

- A) That my late husband had acquired lease of petrol pump plot from KMC in 1967-68 for 20 years and further renewals thereon as a first right. We had entered into a lease agreement with PSO then Pakistan Nation Oils in 1968 purely to run company owned and operated petrol and Diesel pump and not Otherwise in any circumstances in lieu of handsome market prevailing rate as rental compensation. The compensation given to us became meaningless in amount and value over time whereas PSO gave more rent to other such sites across Pakistan for the same purpose.
- B) It is observed that PSO converted the said pump into a partnership site in 2004 in violation of the rules and without seeking our prior permission and /or without giving us first right to dealership.
- C) Further revealed that in violation of rules of PSO and lease agreement PSO entered into partnership with relative of an employee of PSO providing extra favor than usually given to the dealer in partnership agreement.
- D) During course of litigation it was revealed that the pump site was sub leased for other purposes by PSO and partner dealer in violation of agreement and without our permission and approval hence both partners earning extra additional income from non-fuel lease rental to 3rd parties.
- E) Another violation revealed during prosecution was that or grant of CNG license on partnership to AWT at our plot without our approval and in violation of various other laws including;
- F) Transfer of CNG license from one site in Punjab to this PSO site in Sind. Sub lease rental agreement by PSO with AWT / Nominated dealer for CNG station at our site.
- G) It is also said that PSO made lease agreement with M/S Creek Enterprises working on behalf of PSO partner dealer Fouzia Memon despite knowing the facts that the lease of M/S Creek Enterprises was fraudulent and court has restrained PSO from doing it since PSO was party to the dispute in lease hold. A lot of money at approx. Rs.1.1. million during the period was dished out to M/S Creek enterprises by PSO.
- H) It can easily be revealed through PSO records that the rental being paid to us is less than even 1% of the total monthly income of PSO and its unlawful partner Fouzia Memon MG Motors/ Mr. Pesomal/Mohad Ali Shaikh. The rent for the previous period specially 2008 up to date must be compared with the rent of even kind of PSO pumps with even sales, location etc. and be paid immediately to us.



The complaint has been examine by Transparency International Pakistan. It seems that the management of PSO under the influence of Minister/Adviser of Petroleum Orders in 2008/2009 has made forged documents and dished out exchequer money to Fouzia Memon MG Motors/ Mr. Pesomal/Mohad Ali Shaikh which appears to belong to real owners.

TI Pakistan requests Director General NAB Sindh to immediately take up this complaint of PSO Corruption, and if found correct action may be taken against the ex Minister, MD PSO , Fouzia Memon MG Motors/ Mr. Pesomal/Mohad Ali Shaikh for corruption under NAO 1999, Section 9 and 10.

Transparency International Pakistan is striving for across the board application of Rule of Law, which is the only way to stop corruption.

With Regards,

Sohail Muzaffar
Chairman

Encl: Copy of complaint.

Copies forwarded for the action under rules to:

1. Secretary to Prime Minister, Islamabad
2. Chairman, NAB, Islamabad.
3. Minister, of Petroleum, Islamabad.
4. M.D. PSO, Karachi.
5. Registrar Supreme Court Pakistan, Islamabad

To,
The Chairman
Transparency International Pakistan,
Karachi.

Monday, September 5, 2016

Re: Loot and plunder by M/s Bahria Town Pvt Limited

Dear Mr. Chairman

Your attention is drawn towards the loot plunder in name of quality development by one of the so called largest developer in Pakistan – Bahria Town. I am one of the victims of the fraudulent and scrupulous practices of Bahria Town in name of property development in Pakistan since many years. After failing to get a resolve of my issue and a laid back attitude of Bahria Town where they don't even bother to reply to written communications, I have decided to reach your organization for help and intervention.

ISSUE:

- Bahria announced 9th phase of the scheme in Rawalpindi back in 2004 and in name of membership started to sell application forms unaccounted as usual.
- We bought 2 allotment files of 10 marla each with a payment plan alongside development plan of the society and continued paying the installments in time, as per schedule of payment. Copy attached.
- Interestingly, Rs. 2555 were charged forcefully as part of payment in name of subscription of some "Daily Newspaper Jinnah" – never heard of such a newspaper and now after frauds of Bahria Town being surfaced I also request TI to separately investigate the Daily Jinnah scam as well.
- In year 2006 Bahria Town through media, announced merger of multiple Phase 9 file in to a single file of equivalent value. The promise this time was early possession of plot. While now we understand that it was done to;
 - a) Buy back over sold promise that earned millions to Bahria Town in membership form sales.
 - b) To bring down the number of sold promise (Plots) to match the land in possession.
 - c) To get back from claim of members, a major chunk of land acquired or demarked to be acquired to be sold to DHA for a new partnership – which did occur later between the two precisely at the same location which was told to be location of Phase 9.
 - d) Or simply to collect payments from majority of allottees (not us), who stopped paying their due installments as Bahria Town did not even start the land development despite taking billions as installment and development charges. Approx 70% till that time.
- We got our 2 files of 10 marla merged into 1 file with payment adjustment into 1 file and at that time our payments stood at 75% of total dues.
- Possession of plots was promised to be given in 2007 but was never given and upon telephonic enquiry we were promised a new future date.
- In 2009 when allegedly Bahria sold that piece of land demarked for phase 9 to DHA / joint venture.
- In 2010 Bahria Town wrote to members and announced the transfer of phase 9 plots to phase 8 provided 75% payments of plots have been made. We approached Bahria Town Lahore office and were told that since we had paid our upto date installments hence our plot will be automatically transferred to phase 8.

- told that we had to apply and we were promised to be accommodated in next such drive. We applied formally and nothing happened as such till now.
- In 2014 we again approached Bahria town to get hold of our plot and were told that we will have to first complete payments only then our case will be processed. We under protest paid that balance total value for the phase 9 plot which never existed and doesn't exist till date.
 - Ever since then, despite 100% payment and many letters written, emails sent to Malik Riaz we received no reply from Bahria.

It is submitted and requested that there will be hundreds like us who would be suffering from fraudulent promises of Bahria Town in many cities across Pakistan. Transparency International as mandated should take up our case with Bahria and ask them to clarify their position and also provide relief as suggested in my letter (attached) written to Bahria Town.

Additionally, TI Pakistan must start a drive to gather information from all effected at hand of Bahria frauds through public awareness campaign and support NAB and other law enforcing agencies to bring Malik Riaz and Bahria to justice.

Sincerely Yours


Mrs. Ayesha Fawad

Phase 9 Bahria Membership Number IDN 28284

CNIC:

Address: 570/1, Sector W, Phase 3, DHA, Lahore

Email: adil.fovad@gmail.com

Annexure:

- 1) Letter written to Bahria town for reimbursement of loss.
- 2) Statement of client account issued by Bahria Town not only showing full payment but excess payment.
- 3) Letter of Bahria town for merger of two plots.
- 4) Payment schedule of phase 9.



To,
 Mr. Malik Riaz
 Chairman
 Bahria Town Pakistan.

Wednesday, January 13, 2016

Re: Long unsettled Issue Regarding Property IDN 28284 at Phase 9 Bahria Town Rawalpindi.

Dear Mr. Chairman

Your personal attention is drawn towards my issue which remains unresolved since 10 years now. I had approached a number of people in your organization through various communication means as well as personally. Each time there is a new promise made and never fulfilled. Your people find a new excuse without logically satisfying my grievances. A short description of my issue is as below with my understanding and comments and I leave a column blank for your organization's reply incase my observations are incorrect;

Situation / Background	My Comments / Questions/Queries	Bahria's Comments (if other than my observations)
Bought 10 marla files upon announcement of scheme in phase 9 Bahria Town. Year 2004	Were you in possession of land when you announced the scheme as per Law of land, housing societies act and rules. Please provide land details?	
Amalgamation of files announced Year 2006. I got my 2 file combined as one 10 marla file.	If the land was pre acquired then what was the need to amalgamate the files already sold? Wasn't that a form sale scam for revenue generation?	
Upon my 2 files amalgamation in 2006 my payment stood at 72% of total plot value paid.	Was the development of phase 9 at that time at par with payment schedule as per rules of GOP? Please attach proof of development.	
Then you later advertised twice for conversion of phase 9 files into Phase 8 files.	After almost 7-8 years what happened to the phase 9 land and development. If the land was purchased then why wasn't that developed? If it wasn't purchased then what purpose the customer money was utilized and who benefitted from that money?	
On both conversion announcement from Phase 9 to Phase 8, I called and also personally visited your office. I was told that for those who have paid 70% installments the conversion is automatically going to be made to Phase 8 and I must not apply afresh.	Why wasn't my file converted from Phase 9 to Phase 8, if I had already paid my 72% percent installment in year 2006?	

In 2013 I was told by your Customer services that my file will be converted to phase 8 possession plot soon.	Schemes announced much later to Phase 9, by Bahria were developed and possession given to customers. Why only phase 9 customers were not given possession or conversion in time?	
In 2014 I was told to pay all remaining balance so that the file be converted to phase 8 possession plot, I paid in full and nothing happened as yet.	Wasn't the land initially purchased and reserved for phase 9 sold to your joint venture project with DHA. If it was then why were phase 9 file holders not given plots in that scheme as a first right?	
	What is the current status of Phase 9 development and where is it located now?	

Please provide me detailed professional answers to my above questions under law of "rights of consumer/public information" but if you feel that my complaint is genuine then kindly compensate me taking into account all my below argument;

- 1) My compensation basis for my booked plot should be equal if not more than Bahria Town's own Assets, revenue and profit increase for the period during which I possessed the file of phase 9. and
- 2) For compensation - US dollar appreciation, domestic inflation during the period should be given consideration. and
- 3) The compensation must be judicious taking into account similar kind of competitive development (DHA) being offered at that time and their present market value.
- 4) Utilization value and present value of land originally purchased/demarked for phase 9.

You are requested to please reply and settle my issue in next 7 days or else we take this matter to other legal, administrative & institutional and public forums for a decision/opinion.

A. fawad.

Warm Regards

Ayesha Fawad

IDN: 28284

Phone: 0323-6246871, 0321-8200000

Address: 570/1, sector W, Phase 3, DHA, Lahore



BAHRIA TOWN (PVT) LTD

Account / Surcharge Statement

Dated: Nov 27, 2015

IDN-28284
AYSHA FAWAD

Phase: *Phase IX*

Account Head	Due Amount	Due Date	Paid	Paid On	DS/DD No.	Out/Stand	Surcharge
Downpayment	77555		77555	17-Aug-04	140-000334	0	0
Land & Dev Charges Installment No 1	73500	18-Dec-04	73500	8-Dec-04	09020	0	0
Land & Dev Charges Installment No 2	73500	21-Mar-05	73500	14-Mar-05	2RWS23132	0	0
Land & Dev Charges Installment No 3	73500	15-Jun-05	73500	18-Jun-05	3RWS6948	0	0
Land & Dev Charges Installment No 4	73500	15-Sep-05	73500		IDN-12499	0	0
Land & Dev Charges Installment No 5	73500	15-Dec-05	73500		IDN-12499	0	0
Land & Dev Charges Installment No 6	73500	15-Mar-06	73500		IDN-12499	0	0
Land & Dev Charges Installment No 7	73500	15-Jun-06	65000		IDN-12499	0	0
Land & Dev Charges Installment No 7		15-Jun-06	8500	20-Jun-14	0677301	0	0
Land & Dev Charges Installment No 8	73500	15-Sep-06	73500	20-Jun-14	0677301	0	0
Land & Dev Charges Installment No 9	73500	15-Dec-06	73500	20-Jun-14	0677301	0	0
Land & Dev Charges Installment No 10	72500	15-Mar-07	72500	20-Jun-14	0677301	0	0
Excess Payment			4500	20-Jun-14	0677301		
Total :	811555		816055			0	0

This is a computer generated Surcharge Report
 Email us your feedback at : chairman@bahriatown.com.pk

SCHEDULE - PHASE-IX

		5 Marla	10 Marla	1 Kanal	LAST DATE
DOWN PAYMENT		30,000	65,000	109,000	17-Aug-04
MEMBERSHIP FEE		5,000	10,000	10,000	17-Aug-04
JINNAH'S SUBSCRIPTION		2,555	2,555	2,555	17-Aug-04
INSTALLMENTS (LAND & DEVELOPMENT CHARGES)	1st	37,000	73,500	134,000	15-Dec-04
	2nd	37,000	73,500	134,000	15-Mar-05
	3rd	37,000	73,500	134,000	15-Jun-05
	4th	37,000	73,500	134,000	15-Sep-05
	5th	37,000	73,500	134,000	15-Dec-05
	6th	37,000	73,500	134,000	15-Mar-06
	7th	37,000	73,500	134,000	15-Jun-06
	8th	37,000	73,500	134,000	15-Sep-06
	9th	37,000	73,500	134,000	15-Dec-06
	10th	37,000	73,500	134,000	15-Mar-07
LAND & DEVELOPMENT CHARGES (CIVILIAN)		407,555	812,555	1,461,555	
LAND & DEVELOPMENT CHARGES (GOVERNMENT SERVANT) LESS RS. 5000/ FROM DOWN PAYMENT		402,555	807,555	1,456,555	



BAHRIA TOWN (PVT) LIMITED

Housing Project of International Standards

Safari Villa
Farm House

Date: 22 Feb, 2008

IDN-12499 TO 28284

AYESHA FAWAD

HOUSE#307, STREET#19 MAIN SHARIFABAD BAHADURABAD

KARACHI, (OPPOSITE TO ASKARI BANK)

PH: 0300-2022345

Subject: Merger of Phase-IX File (s)

Reference: Undertaking dated NIL

In reference to above mentioned undertaking, this is to inform you that your file (s) has/have been merged. Detail for adjustment of dissolved/cancelled file (s) amount into your retained file (s) is as under:-

DISSOLVED / CANCELLED FILE (S) DETAIL				RETAINED FILE (S) DETAIL			
IDN #	Amount	Deduction Membership Fee, Jirnah Subs & surcharge if any	Remaining Amount to be adjusted against retained file (s)	IDN #	Previous amount paid (Rs)	Amount of Dissolved / Cancelled file (s)	Total amount credited against retained file (s)
12499	298,055	12,555	285,500	28284	298,055	285,500	583,555

It is highlighted that retained file (s) cannot be "REFUNDED". Detailed/ Revised account statements are attached for your record.

Observation / discrepancy if any may please be brought to the notice of Management within 2 weeks from receipt of this letter.

Assuring you of our best co-operation at all times.

BAHRIA TOWN

SHAHAB ULLAHI MINHAS

A / PROJECT MANAGER - II (PHASE-9)

HEAD OFFICE BAHRIA TOWN

RAWALPINDI.

Handwritten notes:
- 0200-00100
- 051-5705801-15
- 24-187
RULL
Fawad

PERSONS SELLING OR PURCHASING THE SAID PLOT ARE ADVISED TO CONFIRM THE ABOVE DUES FROM BAHRIA TOWN TO AVOID FINGERPRINT.

(Note: The allotment/transfer should be legally obtained to make good any liability.)

RAWALPINDI / ISLAMABAD PROJECT

SAFARI VILLAS RAWALPINDI PROJECT

LAHORE PROJECT

Town Office: G-9/Sec-8 F-105 PAB
Tel: 051-2733198 To: 051-5710410
Fax: 051-2733122

Main Court Road, G-9/Sec-8 Rawalpindi
Tel: 051-4670230 & Fax: 051-4670273
Email: safari@bahria.com.pk

172, Tameer Road, Lahore
Tel: 042-3531336 Fax: 042-3531337

U A N : 111 - 333 - 888

To,
The Honorable,
Minister Of State For Petroleum & Natural Resources,
Government Of Pakistan
Islamabad.

Friday, May 6, 2016

In the name Of Allah The Most Beneficent and Most Merciful.

"O ye who believe! stand out firmly for justice, as witnesses to God, even as against yourselves, or your parents, or your kin, and whether it be (against) rich or poor: for God can best protect both. Follow not the lusts (of your hearts), lest ye swerve, and if ye distort (justice) or decline to do justice, verily God is well-acquainted with all that ye do".
Sura Nisa 4:135

Re: PSO Partnership Petrol Pump Site at Clifton Karachi – Called MG Motors

Honorable Minister,

It is respectfully submitted that:

I Farida Sultan W/O Sahibzada Afzal M. Khan (Late) am a peaceful, respectable and law abiding lady belonging to the family of Nawabs who have a history of supporting this country when it came to inception. I am a widower aged about 74 years, therefore, have every right to lead my life under the shadow of fundamental rights as enshrined in the constitution of Islamic Republic of Pakistan.

I am owner of plot NO. 32/1. FT-3, FREE Town, Karachi by virtue of lease agreement since 1967 issued by K.M.C. The said plot in question was granted to my husband purely for installation of petrol pump. My husband gave it to PSO on rent in 1968 to operate a COCO (Company Owned Company Operated) petrol pump site only. The lease of the said plot in question has been renewing from time to time in our family names, and is only bread winner earning for my livelihood

After death of my husband PSO, KMC, AWT, OGRA, SSGPL, SNGPL Influential politicians and PSO dealer, all have misused law and power to deprive me of my rights through misusing their authorities and positions. I was with great difficulty able to fight out my case with few Pharaohs of the present times.

We have a long standing relationship with PSO but after my husband's death PSO in collusion with dealer partner other ill intending persons and authorities always remain in search to cause as much as possible loss to me. PSO as a party never cared neither about our business relationship nor my being a widow and leave no effort to deprive me from legitimate and lawful right over the property.

In the same regard PSO had been very deceitful and used all unscrupulous method to tease, harass, vex and aggravate me to enrich themselves and their partner dealer at cost of my finances and health.

Hence proven with time that PSO and its partner dealership has evil and malicious eyes on the said plot for the reason that the authorities concerned are very well aware that there is no sound member in my family to face the miseries arising out of fabricated disputes being harnessed by past and present management of PSO.

Due to involvement of high ranking political people and top PSO employees in this matter of vast corruption authorities in PSO had never sided with me despite knowing the legal position, The past and present management of PSO and their partner dealer seems to be in collusion with each other and seems to have been involved to usurp the property in question by depriving me of my rights. I must state that in view of the facts given below it is proved beyond any doubt that especially PSO played a main culprit violating all internal SOP's and regulations and partnered with the offenders to cause irreparable damage to me.

You will surely realize that the attached facts describing act of the of PSO and other regulatory bodies under your ministry are against the law, illegal , uncalled for mockery of law, violation of business ethics, principles, rules, duties, perjury and cheating hence they are liable to be punished.

Since disposal of all cases and clear court orders obtained by me in my favor in 2013, I and my appointed councils have tried to contact PSO several times to resolve the matter, including the head of organization but to no avail. The public's so called servants don't even bother to reply to me or my attorney's calls and or letters for months. I have reason to state that PSO management is trying to conceal this matter due to misappropriations of funds and misuse of authorities which may be unearthed if my case is proceeded with.

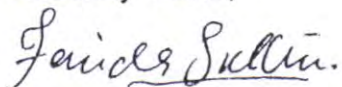
I am left with no any other efficacious remedy except to knock the door of Hon'ble Minister to request you to form a high level internal committee under self supervision with members having no prejudice or refer the case to agencies and/or relevant quarters if deem appropriate.

My following nominees are authorized to follow up & decide the case on my behalf, also informed PSO of the same.

Adil Fawad Contact: 0301-7470000

Address: c/o United Mobile Suite # 1008, 10th Floor, Star City Mall, Plot # 73, N. I. Lines Aga Khan III Road, Saddar, Karachi.

Sincerely Yours,



Farida Sultan - Head Lease Holder of PSO Dealership (Clifton Khi)

CNIC: 42301-7431585-4

Attached Fact sheet 3 additional pages

FACT SHEET

PSO PETROL PUMP SITE AT PLOT NO 32/1 FT-3 CLIFTON FREERE TOWN KARACHI.

- 1- The said plot is property of Farida Sultan through succession and heir ship of deceased husband Sahibzada Afzal M. Khan. Lease of the said property was granted by KMC Nawab Of Juna Garh family – Sahibzada Muhammad Afzal Khan in 1968 periodically renewable for future tenures. The land was leased by KMC for operating "Petrol Pump" specifically, not restricted to any specific company.
- 2- The land was given on rent to Pakistan National Oils Limited (Now Pakistan State Oil – PSO) under a rent agreement in 1968 to operate a COCO (company owned and company operates petrol pump) for a fixed period subject to periodic renewals. The last renewal was made in 1997 for a period of 10 years expiring 2007, with PSO to continue operating COCO site only and not transferable to any third party.
- 3- In 2004 PSO in violation of the head lease agreement PSO converted the said site from COCO – (company owned and Company operated) to a partnership site. No NOC was acquired from the Head lease holder and no option as a first right was given to the head lease holder to form a partnership on his own land with PSO. This partnership again was built in violation of the rules under political influence and mala-fide intentions with one Fouzia Memon who is reported to be daughter in law of the then General Manager of PSO and closely related to a then senior bureaucrat in Sind.
- 4- In 2007 the city district government Karachi cancelled all such leases 12 in number hence the lease with KMC could not be renewed in time as per right of the owner, while PSO continued operating the partnership site on the said premises with MG motors. The head lease owner Sahibzada Afzal M. Khan challenged the KMC decision.
- 5- In 2008 the head lease holder owner of plot Sahibzada Afzal Muhammad Khan died in Karachi.
- 6- The succession certificates were submitted in the court and approved by the court in favor of Ms. Farida Sultan W/O Late Sahibzada Afzal M. Khan and Son Sahibzada Ghulam Mohiuddin Khan.
- 7- In a suit of 2010 Sind High Court in 2012 judgment ordered KMC to withdraw cancellation of lease and extend the lease hold to the original party. KMC agreed to the decision of the Sind High Court but did not comply with the court's decision. Taking advantage of the situation and with connivance of PSO & KMC officials the dealer Fouzia Memon of MG Motors, acquired the head lease from KMC through a 3rd party M/s Creek Enterprise owned by one influential political figure, despite clear orders of the court to re-reutilize to original head lease holders.

- 8- In 2012 while proceedings on heir ship were under process KMC granted the lease unlawfully to M/S Creek enterprises and PSO seems to have signed an agreement either directly with M/S Creek Enterprises or indirectly through Fouzia Memon MG Motors in violation of all court orders. Internal policy and other ethical and legal restrains.
- 9- In 2013 After the court decision and successor issue resolution KMC issued rental payment challan to the original head lease owner but despite payments were made KMC did not refresh the lease agreement. It was then revealed that the lease was granted fraudulently to M/S Creek Enterprise working on behalf of Fouzia Memon MG Motors.
- 10- In 2013 the widow and son of Sahibzada Afzal M. Khan (late) filed a suit again, against fraudulent lease to M/S Creek Enterprises working on behalf of Fouzia Memon MG Motors after few hearings court ordered to cancel the fraudulent lease and re-lease the property to the original lease owners.
- 11- In 2013 finally the lease was renewed by KMC in favor of the original lease holder Farida Sultana W/O Sahibzada Afzal M. Khan (Late) for 20 years from 2007 to 2027 with another renewal of 20 years till 2047.
- 12- It is necessary to point out here that the said agreement with PSO was valid up to 2007 and thereafter it was not renewed but despite various contacts with higher management of PSO including notices to increase rent, pay previous rent on judicious grounds, transfer dealership in our name and/or vacate the premises no one from PSO took our matter seriously and are continuously not only ignoring our plea but misleading higher ups in our case by providing fictitious and fabricated updates on our issue.

OTHER MALAFIDE AND UNLAWFULL ACTS REVEALED DURING VARIOUS RIGHTS PROCEEDINGS RELATED TO PSO, OGRA, SSGPL, SNGPL & AWT.

- A) That my late husband had acquired lease of petrol pump plot from KMC in 1967-68 for 20 years and further renewals thereon as a first right. We had entered into a lease agreement with PSO then Pakistan Nation Oils in 1968 purely to run company owned and operated petrol and Diesel pump and not Otherwise in any circumstances in lieu of handsome market prevailing rate as rental compensation. The compensation given to us became meaningless in amount and value over time whereas PSO gave more rent to other such sites across Pakistan for the same purpose.
- B) It is observed that PSO converted the said pump into a partnership site in 2004 in violation of the rules and without seeking our prior permission and /or without giving us first right to dealership.

- C) Further revealed that in violation of rules of PSO and lease agreement PSO entered into partnership with relative of an employee of PSO providing extra favor than usually given to the dealer in partnership agreement.
- D) During course of litigation it was revealed that the pump site was sub leased for other purposes by PSO and partner dealer in violation of agreement and without our permission and approval hence both partners earning extra additional income from non fuel lease rental to 3rd parties.
- E) Another violation revealed during prosecution was that or grant of CNG license on partnership to AWT at our plot without our approval and in violation of various other laws including;
- F) Transfer of CNG license from one site in Punjab to this PSO site in Sind. Sub lease rental agreement by PSO with AWT / Nominated dealer for CNG station at our site.
- G) It is also said that PSO made lease agreement with M/S Creek Enterprises working on behalf of PSO partner dealer Fouzia Memon despite knowing the facts that the lease of M/S Creek Enterprises was fraudulent and court has restrained PSO from doing it since PSO was party to the dispute in lease hold. A lot of money during the period was dished out to M/S Creek enterprises by PSO.
- H) It can easily be revealed through PSO records that the rental being paid to us is less than even 1% of the total monthly income of PSO and its unlawful partner Fouzia Memon MG Motors. The rent for the previous period specially 2007 up to date must be compared with the rent of even kind of PSO pumps with even sales, location etc and be paid immediately to us.
- I) PSO must be stopped from harassing me and my nominees of dragging legal hearings for decades to come, if we made any application against the officials or for vacation, rent increase or dealership transfer.

This matter is requested to be probed under Ministerial supervision and all records be inspected in order to expose corruption and illegal acts performed by all departments under your August ministry. As per agreement, site vacation notice has been served to PSO along with 2nd option of transfer of dealership in our name. Both options are subject to immediate settlement of past dues on judicious basis as per comparative record of PSO for the period in question of other such high value pumps having such size, sales and location etc

May Allah Give You Strength & Courage To Help A Widow Get Her Rights.

End Of Document



AYAZ ALI CHANDIO

ADVOCATE HIGH COURT

Office # 1008, 10TH Floor, Star City Mall, Abdullah Haroon Road, Mobile Market,
Karachi, Cell # 0300-3686329

Ref: AAC/AHC/11/2016

Dated:- 12/01/2016

To,
M/s. Pakistan State Oil Company
Through its Managing Director,
P.S.O. House, Khayaban-e-Iqbal,
Karachi.

Dear Sir,

Under the instructions and on behalf of my client Mrs. Farida Sultan widow of Sahibzada Sardar Afzal Muhammad Khan, resident of 21-C, Ireland Apartment, Chaudhary Rehmat Ali Road, bath Island, Karachi, I have to address you as under:

1. That you are tenant in respect of premises Plot No.32/1, FT-3, Frere Town Quarters, admeasuring 1421 Sq. Yards, Clifton Road, Karachi, by succession from M/s. Pakistan National Oils at a monthly rent of Rs.22,000/-. The plot in question is meant for petrol pump.
2. That since Sahibzada Sardar Afzal Muhammad Khan has expired on 04-06-2008 leaving behind my client as the legal heir who has become a widow, thus a notice of intimation is being given to you as required under section 18 of Sindh Rented Premises Ordinance, 1979 as the rights in the property now has devolved upon my client after demise of her husband.

(Page-2)

3. That since all the rights in the property including the leasehold rights and the rights to reoccupy and collect the monthly rent of the premises have been vested in my client by way of inheritance and in view of the fact that she has become a widow thus her right to get the possession is squarely falls under section 14 of Sindh Rented Premises Ordinance, 1979 and she is entitled to get the premises vacated.
4. That besides this it has been noticed that you have created subletting of the premises without written consent of my client and at present different organizations have set up their establishments namely M/s. Tramps Management, Imdad Hussain Qureshi, M/s. Jerry International (Pvt.) Ltd., M/s. Techno Industrial Machinery Enterprises, M/s. Saudi Pak Commercial Bank Ltd, and M/s. Askari C.N.G., as such you have made yourself liable to be ejected from the above said premises under section 15(2)(iii)(a) of Sindh Rented Premises Ordinance, 1979.
5. That on the above said grounds you have made yourself liable to be ejected from the above said premises and in case no response is received from you within seven days of the receipt of this notice, I have been advised to file proceedings against you in competent Court of law at your sole risk as to costs and consequences, which you please note. Thanking you.

Yours Sincerely.


AYAZ ALI CHANDIO
ADVOCATE

NOTICE

IN THE COURT OF IV SENIOR CIVIL JUDGE AT KARACHI SOUTH.

RENT CASE NO. 157 /2016

Mrs. Farida Sultan..... Applicant.

V/S-

M/s. Pakistan State Oil company,
Through its Managing Director,
P.S.O, House, Khayaban-e-Iqbal,
Karachi..... Opponent.

To,
The above named Opponent.

Whereas the above named Applicant has filed application U/S. 15-2(iii)(a) of SRPC
1979 against you.

You are hereby directed to appear before this Court personally or by a pleader duly
instructed on this 22nd day of February, 2016 at 08:30 a.m. failing where of the said application
will be heard and decided exparte in your absence.

Given under my hand and seal of the Court on this 09th day of February, 2016

By Order.

29/2/16
SHEHNAZ
No. 4 of Sr. Civil Judge
Assistant Sessions Judge
Karachi South

CLASSIFIED

کلاسیفائیڈ

ہران نامہ



کورٹ نوٹس

کورٹ نوٹس

کورٹ نوٹس

والے ان لیک کے شیرازی رادوان ملاقات کر رہے ہیں

باز شریف سے ملاقات

کے دور میں پاکستان کے حالات میں خاطر خواہ بہتری آئی ہے اور ملک رویشوں کے سفر کی جانب گامزن ہے۔ وزیر اعلیٰ پنجاب سے ملاقات کرنے والوں میں ایم این ایے ایل علی شاہ شیرازی، ایم پی اے سید اعجاز علی شاہ شیرازی، سابق ایم این ایے سید شفقت حسین شیرازی، سید یاش حسین شیرازی اور ضلع صدران لیک ضلعی عوامی محضف میں شامل تھے۔

ووٹ نہیں دیگے، نہال ہاشمی

پاپوزیشن ہوگی، ایکسپریس نیوز سے گفتگو
محترم خاندان کی قبروں کے پیچھے چھپ کر ووٹ مانگنے سے سوجوہی بی بی زرداری کی پینٹ لیک سے جو خبریں لوگوت رہی ہے۔ انھوں نے کہا کہ برید کے عوام کو غلامی سے نجات دلانے کی جدوجہد میں ذوالفقار مرزا نے ان لیک کا ساتھ دیا، جو خوش آئند اقدام ہے۔ عوام نے بی بی اسید راکو شکست دے کر اپنا فیصلہ سنایا۔ انھوں نے کہا کہ نواز شریف کی کوششوں کی بدولت کراچی میں امن قائم ہو اور وہاں کے شہریوں کی جان و مال محفوظ ہوئی جبکہ کراچی کے لوگوں کی فنانسری آفری کے لیے فوری منصوبہ بنایا گیا ہے۔

بہداشت 8th سول وٹیلی جی کراچی ڈسٹ۔ فیملی مقدمہ نمبر 213 سال 2016، سامہ شاخ مدعی، مخالف محمد ساجد ولد محمد سرور از سکنہ رکان نمبر 15/16، 1-1-1 ایل ایت آبان کراچی، مدعا علیہاں، ہر گاہ مدع بلاغی نے ایک مقدمہ آپ کے خلاف شیخ کاخ بذریعہ مطلع کیلئے دائر کیا ہے، آپ کو بذریعہ مذکور مطلع کیا جاتا ہے کہ عدالت میں مورخہ 18 مارچ 2016 کو صبح 8:30 بجے خود حاضر ہوں یا وکیل کو ہدایت دے کر بھیجیں کہ وہ مقدمہ سے متعلق تمام سوالات کے جواب دے سکے، حاضری میں ناگامی کی صورت میں مذکورہ مقدمہ کی سماعت کر کے کیٹرفر فیصلہ سنایا جائے گا، میرے دستخط اور مہر عدالت کی طرف آج مورخہ 15-03-2016 کو جاری ہوا، بحکم سرشہ داہ 8th سول وٹیلی جی کراچی ڈسٹ 10922023

بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10922026
بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10921968
بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10922029
بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10921953
بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10921962
بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10921970

بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10921968
بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10922029
بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10921953
بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10921962
بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10921970

بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10922023
بہداشت وٹیلی جی کراچی ڈسٹ نمبر 10922026
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دو دو پتھر پھوٹ

دو دو پتھر پھوٹ کر لیا کرنا میں لیسے بھاپے
کے خلاف مقدمہ درج کر کے طرمان کی گرفتاری کے لیے چھاپے مارنے شروع کر دیے۔ لیڈی ڈاکٹر نے الزام عائد کیا ہے کہ علاقے کے بازار افراد کا ٹیکنک بند کرنا چاہتے ہیں اور یہ عملی ایسی سلسلے کی لڑی ہے۔

قطرے ضرور پلائیں، طاہر سانگی

بچانے کیلئے ہر فرد کو اپنا کردار ادا کرنا ہوگا
مرض سے بچایا جاسکے۔ انھوں نے محکمہ صحت افسران سے کہا کہ وہ شیٹ میں جاری سرورہ مہم کے دوران پولیو میں کی سخت گرائی کرنا کوئی بھی بچہ پولیو کے قطرے پیئے سے نہرہ جائے۔ ان خیالات کا اظہار انھوں نے کہا، جو سمیت شیٹ کے دیگر علاقوں میں جاری سرورہ انسداد پولیو مہم کا اچھا دورہ کرتے ہوئے کیا۔

ادویہ قینٹول میں من مانا اضافہ

رگ اسپیکر کی عدم موجودگی پر گراں فروش سرگرم
لوٹ چاگرھی ہے، جان بچانے والی ادویہ لیک میں فروخت کی جاری ہے، قینٹول میں کتنا اضافہ کروایا گیا ہے، جس کے باعث قینٹول میں بیٹا جن، ڈرگ اسپیکر افسر کے

HBL

HABIB BANK

حیب بینک

HIGH COURT OF SINDH
KARACHI

DUPLICATE

ENCLOSURE TO
STATEMENT

26551

D/

COURT ROAD BR., SADDAR, KARACHI.

Please receive on behalf of the High Court of Sindh, Karachi.

A/C 06067947929503

As detailed below:

Date _____

Name & Address of the Person as whose behalf deposit is made	Particulars of Remittance	AMOUNT				Remarks
	Charges of Certified Copies					

Rupees: _____

082201 100-5033P (AMF) 10/2015

Bank's
Receipt
Stamp

Handwritten signature and date
31-8-2016

Incharge Copying Branch

Receiving Cashier's Signature

Bank Officer's Counter Signature

FAKE LEASE STAY
VACATED (1)

IN THE HIGH COURT OF SINDH AT KARACHI

(Original Jurisdiction)

1032

Suit No. 878 of 2013

Presented on 08/7/2013.

ADDL. REGISTRAR (CS)

M/s Creek Enterprises, A Partnership Firm,
through its Partner Pesu Mal
son of Mul chand, adult, Hindu
R/o Bungalow No.75/1, Street 08
Khayaban-e-Badar, Phase-VI,
DHA Karachi

Plaintiff

Vs.

1. Karachi Metropolitan Corporation (K.M.C.)
through its Administrator,
Civic Centre, Karachi.
2. Senior Director Land,
K.M.C. Civic Centre, Karachi.
3. Additional Director Land, K.M.C,
Civic Centre, Karachi.
4. Deputy Director Land
Saddar-II Land (Rev)
KMC Civic Centre, Karachi.
5. Deputy District Officer (Land),
City District Government, Karachi.
6. Pakistan State Oil (PSO)
Head office at Khayaban-e-Iqbal,
P.S.O. House, Main Clifton Road,
Karachi.
7. The Sub-Registrar,
Clifton Town, Near Bilawal House,
Karachi.
8. Mrs. FARIDA Sultana
Widow of Late Sahibzada Sardar Afzal
Muslim, adult, through her
Attorney Razaqat Ali S/o Abdul Razzaq,
Muslim, adult R/o H. No.445,
Khudadad Colony Karachi.



ASSISTANT REGISTRAR-II
AFFIDAVIT & IDENTITY BRANCH
HIGH COURT OF SINDH

9. Mrs. Fauzia Memon,
Dealer CNG of
PSO Outlet Located on
Plot No.32/1 Frere Town,
Quarters, Clifton Road, Karachi.
10. Army welfare Trust P.S.O,
Outlet located on Plot No.32/1
Frere Town Quarters, Clifton Road, Karachi.
11. Province of Sindh,
For service through Deputy Commissioner
South, Karachi Defendants



ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
Suit No.878 of 2013

Date Order with signature of Judge

- 1- For non-prosecution of CMA No. 7900 of 2013 as notice not issued as process not paid.
- 2- For hearing of CMA No. 8739 of 2013.

29.08.2016

Mr. Moharam G. Baloch, Advocate for the plaintiff.
Mr. Mubarak Ali Shah, Advocate for defendant No.8.

>>><<<

Albeit, interim order was granted by this Court whereby operation of letter dated 18.06.2013 was suspended, whereas, on record such letter is not available. Further order dated 13.08.2013 passed by the division bench of this Court reflects that inquiry was directed in CP.No.D-3714/2012 and during inquiry it was found that lease of the Plot No.32/1, FT-3, Frere Town, Karachi is bogus as well Secretary Local Government was directed to take action against delinquent officer within 60 days, also, plaintiff who was intervener in that petition was directed not to interfere in the possession of the petitioner nor create any third party interest on the basis of such purported bogus lease.

In view of above, it would not be just and proper to extend the interim order, however, learned counsel for the plaintiff shall produce the aforesaid letter, which is impugned in this suit on next hearing as well argue the maintainability of this suit and injunction application. Further, issue notice to Secretary Local Government with regard to compliance of order dated 13.08.2013.

At this juncture, learned counsel for the plaintiff contends that in fact lady is not in possession of subject matter property that is Petrol pump which is owned and physically operated by PSO.

To come up on 16th September 2016.





JUDGE

2

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31.8.2016
Assistant Registrar (Co)

[Signature]
31.8.2016
Assistant Registrar (Co)

COURT OF SINDH AT KARACHI

COPY APPLIED FOR ON 31.8.2016

FEE ESTIMATED ON 31.8.2016

ESTIMATED FEE DEPOSITED ON

COPY MADE READY ON 31.8.2016

STAMPS SUPPLIED *[Signature]*

COPY CERTIFIED ON

COPY DELIVERED ON

COPYING FEES : PAGE 3- RS 100/-
URGENT FEES : PAGE RS
COMPARING FEES : PAGE RS

100/-

2

Pakistan State Oil Company Limited



PSO House, Khayaban-e-Iqbal, Clifton, Karachi-75600, Pakistan.
UAN: 111-111-PSO (776), Website: www.psopk.com

RIUK/5000/MG
April 6, 2015

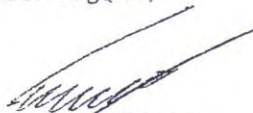
Mst. Fareeda Sultan
W/O Sahibzada Afzal Muhammad Khan (late)
E-445, Khudadad Colony,
Behind Mazar-e-Quaid,
Karachi
Cell no. 0333-3025117

Dear Madam,

Reference to your letter dated: NIL written to Managing Director PSO, please be apprised that there are several restraining orders which, have been passed in the cases pertaining to PSO S/S-03 MG Motors plot no. 32/1, FT-3, Frere Town Quarter, and some cases are also still pending in adjudication / sub-judiced as well as we have also been advised by our legal dept. for not creating any third party interest over the property / retail outlet until the disposal of the all cases and / or the order(s) are vacated by the Court.

Therefore, we are ready to accept the request of signing lease deed with yourself or any other person as intimated in your letter until resolution of all disputes / litigation matters with you as well as with all other stake holders in line with clearance from all concerned departments / authorities involved in the same matter.

Best Regards,


General Manager
Retail / Consumer Business

CC: MD & CEO - PSO
Dy. GM (RB) South
Manager (RB) South
BM (R) Karachi

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI

65

C.P. No.D-37114 of 2012

Order with signature of Judge

For orders on office objection.
For Katcha Peshi.
For hearing of Misc. 40306/12.

Dated: 06.02.2013

None for the petitioner.
Mr. Khurshheed Jawed for KMC
Mr. Miran Muhammad Shah, Addl. A.G.
Mr. Malik Altaf Jawed for respondent No.5.

Petitioner Mr. Firdous Sultana claims to be the successor in interest of the lessee Sahibzada Sardar Afzal in respect of a petrol pump site. According to the petitioner renewal of lease is not being considered favourably in terms of the agreement dated 13.11.1977. It was initially for 20 years.

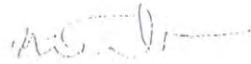
Mr. Khurshheed Jawed, learned counsel for respondents No.1 to 4, has filed a statement along with documents and it is stated that if the petitioner files proper succession certificate and/or heir ship certificate and pay outstanding dues including the rent as per KMC Council's Resolution, the renewal of the rental lease will be considered subject to approval of the competent authority. Therefore, it is stated that the petition may be disposed of with above directions.

Under the circumstances, since the original lease, as is apparent from Annexure P/13 was in the name of Sahibzada Afzal Khan, the predecessor of the petitioner, let the petitioner complete all the codal

(67)

formalities, as stated in the comments filed along with the statement and subject to the approval of the authority the needful may be done.

Petition in terms of the above stands disposed of along with pending applications.


Chief Justice


Judge

PP
5/1

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI

Suit No.878 of 2013

Date	Order with signature of Judge
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1. For orders on CMA No.7899/2013.
2. For orders on CMA No.7900/2013.

10.7.2013

Mr.Moharram G. Baloch, Advocate for Plaintiff.

1. Urgency granted.

2. Learned counsel for Plaintiff states that the Plaintiff is running a PSO Outlet on subject property for which a rental lease deed was executed between the Plaintiff and the Defendant No.1 on 13.8.2012. The present grievance is that by means of notice dated 18.6.2013, a copy of which has been placed before me, the Defendant No.1 seeks to cancel the aforesaid rental lease deed. As per the impugned notice, the basis, on which such cancellation is to take place, is an order made by this Court in C. P. No.D-3714/2013^{MT} I have summoned the record of this case which was disposed of by order dated 06.2.2013. Learned counsel for present Plaintiff states that in fact the Plaintiff had filed an application as Intervener in the Constitutional Petition and further points out that the petition was presented on 18.10.2012, i.e. after rental lease deed between the Plaintiff and the Defendant No.1.

Learned counsel further states that the point in issue in the Constitutional Petition was the continuation or otherwise of the lease deed in respect of the subject property, where the lessee was stated to be the predecessor-in-interest of the Petitioner therein, who is now the Defendant No.8 in the

present suit. On these facts learned counsel contends that the rental lease deed between the Plaintiff and the Defendant No.1 remains unaffected by the order that was made in the Constitutional Petition disposing of the same.

Since inadvertently the impugned order has not been formally placed on record but, as noted above, has been shown to me, that order along with other documents may be placed on record along with statement by the learned counsel by or before the next date.

Notice to the Defendants for a date in office. Till the next date ad interim orders, as prayed.

Shakeel, PS.

M A JUDGE

For Orders on appeal

- ① 7397/13 — of granted order nos CER
- ② 7398/13 — of 1st ~~order~~ CPC

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI

Suit No.878/2013

Date _____ Order with signature of Judge _____

For orders on CMAs

- | | | | |
|----|---------|---|------------|
| 1. | 7397/13 | - | If granted |
| 2. | 7398/13 | - | U/S 152 PC |

12.07.2013.

Mr. Moharam G. Baloch, Advocate for the plaintiff.

1. Granted.
2. Learned counsel for the plaintiff states that inadvertently an error has crept in the order made on 10-07-2013. I have seen the application. Error appears to be inadvertent and the order dated 10-07-2013 is to be read as follows:

- i) For the word "plaintiff" where appearing for the second time in the first line of the order that should be taken to read " the Defendant No.6".
- ii) in the second line of the order aforementioned, for the words "for which" the word "and" is to be substituted.

In case certified copy has not been prepared of the order dated 10-07-2013, the certified copy should be prepared with the correction made today.

Application disposed of.

MA
Judge

Rzk

Reg Des on CMAs

- | | | |
|-----------|---|-----------------------|
| ① 8738/13 | — | <i>if granted, VR</i> |
| ② 8739/13 | — | <i>U/S 152 PC</i> |

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI
Suit No.878/2013

Date	Order with signature of Judge
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For orders on CMAs:

1. 8738/13 - if granted
2. 8739/13. - U/O VII Rule 11 CPC


21.08.2013.

Mr. Moharam G. Baloch, Advocate for the plaintiff.
Mr. Irfan Aziz, Advocate.

1. Granted.
2. Learned counsel for defendant undertakes to supply copy of C.M.A. to learned counsel for the plaintiff. Notice waived. Learned counsel for the defendant states that he wishes to proceed first with his application seeking rejection of plaint. All pending C.M.As to come up on 11-09-2013, on which date C.M.A. that has been presented today shall be taken up first.

Interim orders passed earlier to continue till the next date of hearing.

Rzk


Judge

① For hearing of CMA No. 8738/13 - 40 VII R. 11
(Defendant)
② For Non prosecution.
(As notice of CMA No. 7900/13
not issued as cost not paid)
X

Order Sheet
IN THE HIGH COURT OF SINDH KARACHI
Suit No. 878 of 2013

Date	Order with Signature of Judge
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1. For orders on CMA No.7608/2016 (Urgency) :
2. For orders on CMA No.7609/2016 (Fast-track) :

09.05.2016 :

Mr. Mohram G. Baloch, advocate for the plaintiff.
Syed Safdar Ali, advocate for defendant No.8.

-
1. Urgency granted.
 2. Through this application, it has been prayed on behalf of defendant No.8 that this case may be treated as a fast-track matter on the ground that she is a senior citizen of advanced age. A copy of her CNIC is also attached to this application, which supports her contention. The application is allowed as prayed.


JUDGE

Ndm

Mrs. Farida Sultan Petitioner
 Versus
 Administrator & others Respondent

ORDER

b. For hearing of CMA No. 5358/2013 (U/o.1 rule 10)
 13.08.2013

Mr. Irfan Aziz, advocate for the Petitioner.
 Mr. Khurshid Javed, advocate for CDGK/KMC.
 Mr. Miran Muhammad Shah, A.A.G.

Petitioner Farida Sultan claims entitlement for renewal of the lease of the Plot No.32/1, FT-3, Frere Town, Karachi. Petition came up for consideration on 6.2.2013 and it was ordered "the renewal will be carried out subject to the approval of the competent authority" and since after order challan was issued and lease stated to have been issued in favour of the petitioner.

It appears in the meantime intervenors appeared and claimed that he has been favoured to the similar re-rentalised lease for 20 years. On the direction of the Court, the matter was investigated and inquired, inquiry report dated 4.6.2013 has been placed on record alongwith statement dated 16.7.2013 and it was recorded that the documents has been obtained by committing forgery by some official nominated therein and since the Administrator is of the opinion the authorized officer of the Secretary Local Government and any action against the culprits could be taken by the competent authority. It is, therefore, directed that copy of the inquiry may be forwarded to the Secretary Local Government who should ensure strict disciplinary action against delinquent officer after completing all codal formalities, which should not take more than 60 days from the date of receipt of this order and result of action to be intimated to this Court. Till such action is taken intervenors namely Pasu Mal not to interfere in the possession of the petitioner nor create any third party interest on the basis of such purported re-rentalised lease.

Sd/- Mushir Alam, Chief Justice
 Sd/- Syed Muhammad Farooq Shah, Judge

CERTIFIED TO BE TRUE COPY.

(ASSISTANT REGISTRAR WRIT BRANCH)

Copy of order is forwarded for information and compliance to:-

1. The Secretary, Local Government Department, Karachi
2. The Administrator, Karachi Metropolitan Corporation Civic Centre, Karachi.
3. Senior Director Land K.M.C. Civic Centre, Karachi.

(Assistant Registrar (Writ))

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI
Suit No. 630 of 2014

Order with signature of Judge

For hearing of CMA No. 4075/14

20.5.2014

Mr. Moin Azhar Siddiqui Advocate for the plaintiff
Mr. Sohail H.K. Rana Advocate for the defendant
.x.x.x.x

This is an application in terms whereof the plaintiff seeks suspension of the impugned letter dated 27.3.2014 in terms whereof it is claimed that the License Agreement dated 29.12.2012 was terminated and physical possession of the cafeteria was resumed.

It is the case of the plaintiff that on 21.3.2013 in terms of license agreement certain terms were entered into and the licensee was allowed to run staff cafeteria at Jinnah International Airport for three years w.e.f 01.12.2012 to 30.11.2015. Learned Counsel submits that previously certain notices were also issued, which are available on record along with the plaint. Learned Counsel submits that once such termination letter was issued on 12.9.2013 and on payment of fine of Rs.2000/- the said notice was discharged however he was directed to improve the services and quality of food at cafeteria. Learned Counsel submits that in term of the license agreement he was entitled for a notice prior to the termination which term was violated by the defendants hence learned Counsel for the plaintiff submits that such action as taken by the defendant is malafide, illegal and unlawful. Learned Counsel has relied upon the judgment of Hon'ble Supreme Court passed in the case of Perviaz Hussain & others vs. Arabian Sea Enterprises Ltd. Reported in 2007 SCMR 1005.

On the other hand learned Counsel for the defendant has only relied upon annexure P-12 which provides that the plaintiff was directed

to improve the quality of substandard food. He has not assisted much as far as facts of the case and law in relation thereto are concerned.

I have heard the learned Counsels and perused the record. Admittedly the plaintiff has filed this suit only as a license and has not claimed itself to be a lessee of the premises as such the judgment as reported in the case of Perviaz Hussain & others vs. Arabian Sea Enterprises Ltd. (2007 SCMR 1005) is not applicable. The rights of the plaintiff in pursuance of license agreement is determined under the Easement Act, 1882 and in terms of section 63 the only right that was available to the licensee was reasonable time to leave the affected property and to remove any goods which have been allowed to place on such property. In terms of Section 64 of the Easement Act it is provided that where a license has been granted for a consideration, and the licensee, without any default of his own, is evicted by the grantor before he has fully enjoyed, under the license, the right of which he contracted, he is entitled to recover compensation from the grantor.

In the instant case the status of the plaintiff is not disputed which is only of a licensee hence in view of the facts and circumstances of the case where the status is not disputed the injunction of the nature as claimed by the plaintiff could not be granted against the provisions of the Easement Act particularly Sections 63 & 64 thereof. Since the plaintiff has also claimed compensation in relation to premature termination without valid reasons, I deem it appropriate to dismiss the application, however the plaintiff may pursue his remedy to claim compensation if permissible under the law.


Judge

For and on behalf of the plaintiff
H. C. P. [unclear] [unclear]

① Forwarding Court to 17307/14 (17307)

② Forwarding Court to 17307/14 (17307)

Date

18/10/14

No one present

Urgency application dismissed.

Adjourned.

Judge

③ Forwarding Court to 17307/14 (17307)

M/s. Ghisla, Ghisla & Co. Advocates *Appellants.*

Versus

M/s. Ghisla, Ghisla & Co. Advocates *Respondents.*

1. For orders on CMA No: 1525 of 2014. (Urgent Appl)
2. For orders on office objection & reply of advocate as at 24/11/14.
3. For order on CMA No: 1526 of 2014. (Exemption)
4. For Katcha Pashi.
5. For orders on CMA No: 1527 of 2014. (Stay Appl)

ORDER
04.01.2014

M/s. Mushtaq A. Memon, advocate for the appellant, along with Mr. Shahid Ali Ansari, Advocate.

Mr. Khurshid Javed Advocate holding brief for Mr. Sohail Hayat Khan Rana, Advocate for the respondent states that the court is out of country:

1. Granted.
2. Office-objections to be complied with within three days.
3. Exemption granted but subject to all just exceptions.

It is stated by learned counsel for the appellant that the appellant entered into an agreement with the respondent vide agreement dated 29.12.2012 and the said agreement was for a period of three years commencing from 29.12.2012 to 30.11.2015. However, the learned counsel states that the respondent has closed down the restaurant of the appellant vide termination of license agreement letter dated 27.3.2014 with immediate effect. Learned counsel for the appellant states that the said termination is totally illegal as the said respondent has no authority to terminate the license with immediate effect without complying with the terms and conditions as mentioned in the agreement. He states that though, it has been mentioned in the termination letter dated 27.3.2014 that the license agreement has been cancelled in view of Clause 34(b) of the said agreement, however, perusal of the said Clause 34(b) reveals that in the event of any violation the licensee would be required to remove the violation within the stipulated



such power is given to the respondent to terminate the license which clause only speaks of removal of the violation. He further states that as per the other terms of agreement one month's notice is necessary for terminating the license as clearly mentioned in clause 8(b) of the said agreement which clause has not been complied with by the respondent. He also states that all these averments were made before the learned Single Judge who has simply brushed them aside. He submits that the learned Judge has not considered the case of PERVAIZ HUSSAIN & OTHERS VS. ARABIAN SEA ENTERPRISES LIMITED (2007 SCMR 1005) considered in its letter and spirit. Learned counsel for the appellant in support of his contentions has also relied upon the following judgments:-

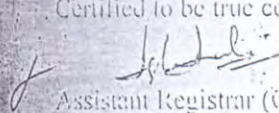
1. PERVAIZ HUSSAIN AND ANOTHER VS. ARABIAN SEA ENTERPRISES LIMITED (2007 SCMR 1005)-
2. NOOR MUHAMMAD VS. CIVIL AVIATION AUTHORITY AND ANOTHER (1987 CLC 393)
3. CIVIL AVIATION AUTHORITY VS. NOOR MUHAMMAD (PLD 1988 Karachi 401)
4. ABDUL REHMAN VS. HAJI MIR AHMAD KHAN AND ANOTHER (PLD 1982 Karachi 532)
5. M/S. BABA HANDI CRAFT AND OTHERS VS. CIVIL AVIATION AUTHORITY AND THE AIRPORT MANAGER (1997 CLC 1005)

Let notice be issued to the respondent for 26.6.2014. Till the next date of hearing parties are directed to maintain status-quo.

SDI-IRFAN SADIQAT KHAN
JUDGE

SDI-ZAFAR AHMED RAJPUT
JUDGE

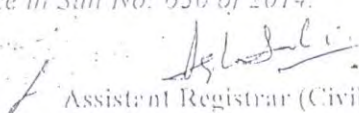
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Assistant Registrar (Civil)

HC No: 158 of 2014

Karachi dated: 21.06.2014.

Copy of order dated: 04.06.2014 forwarded to Assistant Registrar DII Branch for information and necessary compliance in Suit No: 630 of 2014.


Assistant Registrar (Civil)

IN THE HIGH COURT OF SINDH AT KARACHI

H.C.A. No. 158 of 2014

Shabbir Ahmed Qureshi.....Appellant

Versus

Civil Aviation Authority.....Respondent

ORDER

17.02.2015.

M/s. Mushtaq A. Memon & Shahid Ali Ansari

Advocate for appellant.

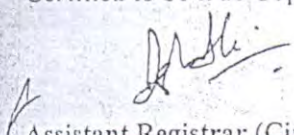
Mr. Sohail H.K. Rana advocate for respondents.

- 1) Urgency granted.
- 2) Learned Counsel for the appellant under instructions requests for unconditional withdrawal of the instant High Court appeal along with all the listed applications. Counsel for the respondents present in Court does not oppose such request. Accordingly, instant High Court Appeal is dismissed as withdrawn, unconditionally, along with all the listed applications.

SD/=AQEEL AHMED ABBASI
JUDGE

SD/=MOHAMMAD JUNAID GHAFFAR
JUDGE

Certified to be true Copy.


Assistant Registrar (Civil)

Dated:19.02.2015

H.C.A No. 158/2014

Copy of Order dated: 17.02.2015, is forwarded to Assistant Registrar, D-II Branch, for information and necessary compliance in Suit No. 630 of 2014.


ASSISTANT REGISTRAR (CIVIL)
CIVIL APPELLATE BRANCH



RE LEASE TO
ORIGINAL
OWNER.

KARACHI METROPOLITAN CORPORATION



RENTALISE OF LEASE FOR THE TERM OF 20 YEARS

189 12478001



KARACHI METROPOLITAN CORPORATION

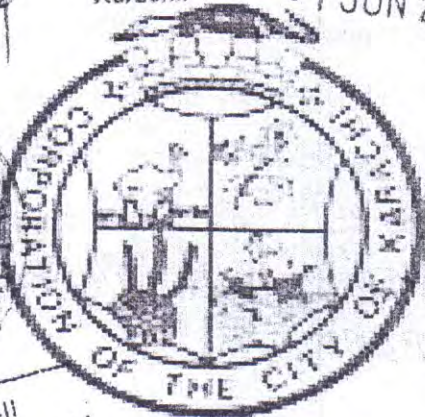
ADHESIVE STAMP AFFIXED BY ME

(FAROOQ) OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi.

07 JUN 2013



Reg.
Sub Registrar-II
Clifton Town Karachi



RENTALISE OF LEASE FOR THE TERM OF 20 YEARS

THIS INDENTURE made at Karachi in Pakistan this 19th day of June 2013 the year Two Thousand Thirteen Between the KARACHI METROPOLITAN CORPORATION. Through its Deputy Director Land-K.M.C. Saddar -II, Mr. Mohammed Tariq Khan s/o Mohammed Yousuf Khan (hereinafter called the "LESSOR" which expression shall include their successors) of the one part, and 1) Mst. Farzida Sultan w/o Shahzada M. Afzal Khan 2) Mr. Shahzada Ghulam Mo'in Uddin s/o Shahzada M. Afzal Khan through Attornies 1) Mr. M. Iqbal Zindani s/o Ayub Ghani Suleman 2) Mr. M. Raiz s/o M. Ibrahim hereinafter called the "LESSEE" which term shall include his heirs, executors, successions, administrators, and assigns) of the other part.

WITNESSETH:

WHEREAS, the Lessors VIDE Resolution NO. 509, dated 11-10-1967 with in sanction of the then Municipal Commissioner Karachi Letter No. 920/67-1-50 Dated 30-11-1967 accorded under Karachi Municipal Act 1933 had granted a piece of land measuring 142.1 Sq. yards or thereabout in Plot No. 32/1, Sheet No. FT-3, Feroz Town Quarters, Karachi

For a term of 20 years from 30-11-1967 on payment of prescribed land rent for installation of PETROL PUMP.

AND WHEREAS lease of the aforesaid land / plot has been renewed from time to time and it was lastly renewed up to 30.11.1987 for the terms of 20 years on payment of land rent @ Rs. 142,100/= per annum and it expired on 30.11.2007 and thereafter matter of enhanced to rentalise lease submitted to Competent Authority.

DEPUTY DIRECTOR
Land (K.M.C. Saddar-II)
Karachi Metropolitan Corporation

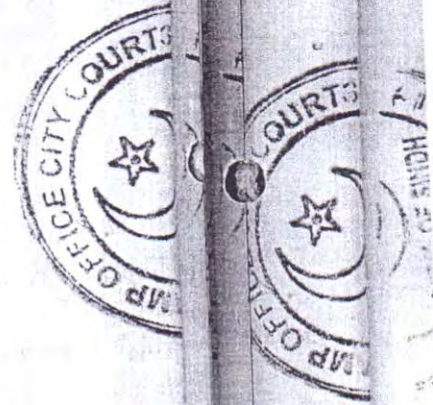
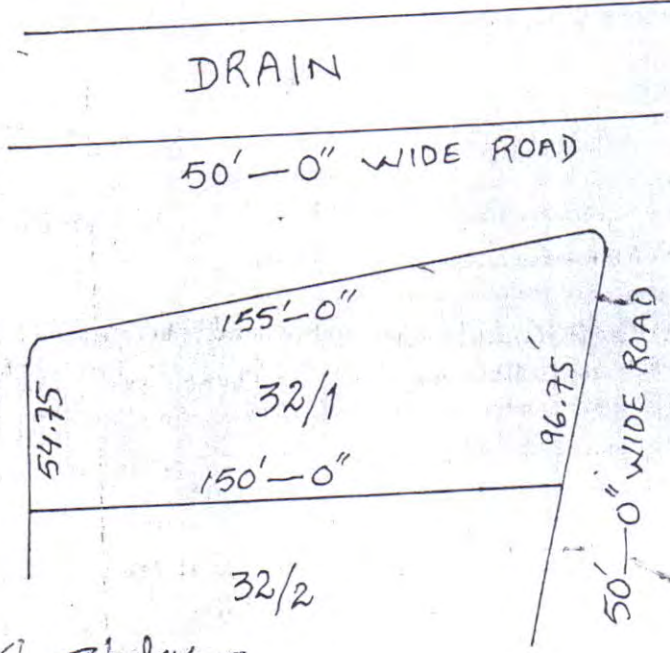
Farzida Sultan *[Signature]* *[Signature]*

(P/2)

AND WHEREAS the Karachi Metropolitan Corporation exercising the power of the Council has decided that the leases of K.M.C. Petrol Pump Sites may be re-rentalised to the Legal Heirs of the Previous Owners according to decision of the Honorable High Court of Sindh in Case No. D-3714/2012 dated _____ enhancement of annual rent of the existing petrol pump @ Rs. 4,26,300/= (Four Lacs Twenty Six Thousand & Three Hundred Only) for further 20 years from the date of 30-11-2007

NOW this indenture witness that the LESSORS do hereby lease up to the said LESSEE, all the of petrol pump site situated at Plot No. 32/1, Sheet No. FT-3, Feroze Town Quarters _____, Karachi, the dimensions hereinafter immediately below set for forth and delineated and Bounded as below:

- On the North by PROPOSED 50'-0" WIDE ROAD & DRAIN
- On the South by PLOT NO. 32/2
- On the East by PROPOSED 50'-0" WIDE ROAD
- On the West by CLIFTON ROAD



Prepared by [Signature]
 Checked by [Signature]
 Land Surveyor (K.M.C.)

DEPUTY DIRECTOR
 Land (Rev.) Saddar-II
 Karachi Metropolitan Corporation

Fauz Sultan One-Shut
[Signature]
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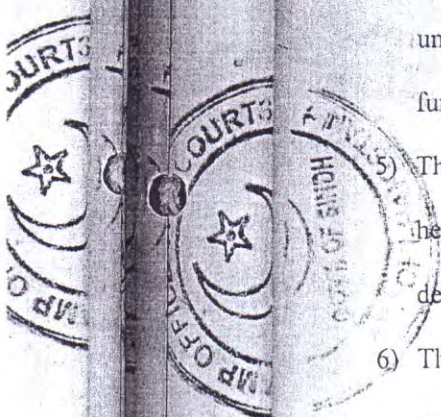
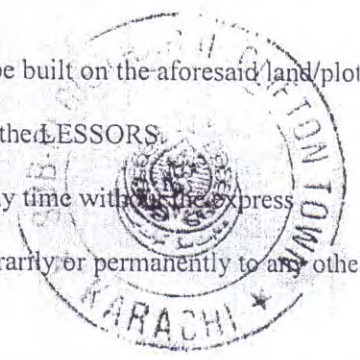
(P/3)

Reg No. 1810
Sub Registrar-II
Clifton Town Karachi

Rentalise lease of aforesaid petrol pump plot is Re-rentalise for a period of 20 years in favour

of LESSEE under the rules and regulation and following Terms & Conditions:

- 1) That the lease shall also be renewed able for a further period of 20 years on the same Terms & Conditions with increase in the above Petrol Pump rent as decided by the Competent Authority under the rules.
- 2) That the building boundary walls and other constructions to be built on the aforesaid land/plot shall be of the design which shall be previously approved by the LESSORS.
- 3) That neither the said land nor any building thereon shall at any time with the express consent of the LESSORS in writing by diverted either temporarily or permanently to any other purpose for which the same is granted/renewed.
- 4) That the LESSEE shall confirm and adhere all the K.M.C. Rules and Bye-Laws enforce and that those may from time to time be enforced and Council Resolution passed by the LESSOR and also be subject to the provisions of Sindh Peoples Local Councils (Land) Rules, 1975 under SLGO-1979 or any other Act that may be enforced for the time being and time to time further.
- 5) That the LESSEE shall pay and discharge all taxes, rates and assessment whatsoever now or hereinafter during the said term to become payable in respect of the said plot/land hereby demised or any building or erections including Petrol Pump built or to be built thereon.
- 6) That the LESSEE shall have no power to sub-lit the said plot/land or any portion thereof to a person/company whatsoever except Sub-Lease the land to any Oil Company for the purpose Petrol Pump only.
- 7) Should the K.M.C. (LESSORS) required the land during the currency of the lease, it shall be entitled to terminate the lease and resume its land on giving two (2) months notice to the LESSEE who shall remove all buildings structures etc. on the land and hand over clear possession of the same failing which the K.M.C. may enter upon and take over possession of the land with buildings, structure etc. whereupon the LESSEE will have no right or interest in the land or building etc.



[Signature]
DEPUTY DIRECTOR
Land (Rev.) Saddar-II

[Signature]
Fazila Sultan

[Signature]

[Signature]

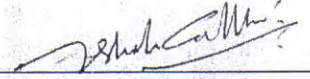
8) That in the event of the breach or non-fulfillment of the aforesaid conditions or any of them, the LESSORS shall be in titled to Terminate this Rental Lease granted through this indenture and it shall be lawful for the LESSORS to re-enter and take possession of the land buildings, structures and enclosures.

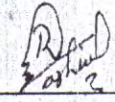
9) At the expiration or sooner determination of this rental lease, LESSEE shall remove all the building, structure and other materials and give to LESSORS clear and vacant possession of the plot in the same condition in which it was granted to the LESSEE, AND the LESSEE further covenant that if the said buildings etc. are not removed by the LESSEE within period of one month the LESSORS shall be entitled to remove the said buildings etc. and charge the LESSEE the expenses incurred on removing the buildings etc. and the LESSEE shall not be entitled to any compensation for such buildings etc.

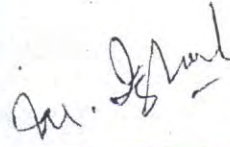
IN WITNESSETH WHEREOF the parties have set their hands and seal hereunder at Karachi the day of 2013 first hereinbefore, above mention.

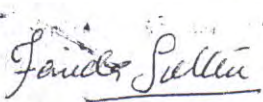

DEPUTY DIRECTOR
Land (REGISTRATION)
Karachi Metropolitan Corporation
FOR & ON BEHALF OF KMC

Witnesses: -

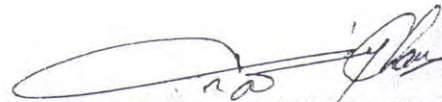
1) 
MR. PERVAIZ SHAH GILANI
CNIC# 42301-0127476-3

2) 
Mohammed Rashid
CNIC# 42000-0566950-7


Attornies


Lessee

And common seal of the K.M.C. has been affixed in the presence of the Deputy Director Land K.M.C. who has in token thereof appended his signature hereunto.


DEPUTY DIRECTOR LAND
FOR & ON BEHALF OF KMC

S. No. 2009
 Presented in the office of
 Sub-Registrar Office-II
 Clifton Town on 19 JUN 2019
 Between: [Signature]
 Sub-Registrar-II
 Clifton Town, Karachi

Stamp Registration Fee as follows
 Stamp Registration Fee: 1500
 Stamp Fee: 75
 Stamp Fee: 5
 Stamp Fee: 1580
[Signature]
 Sub-Registrar-II
 Clifton Town, Karachi

[Signature]

Fairida Sultan

Muhammad Tariq Khan
 S/o Muhammad Yousuf Khan
 Muslim Adult Age-41 Years R/o L-361
 Sector 11-C/1, North Karachi, Karachi
 Working as
 Deputy Director Land (Rey) Leases
 Saddar II, KMC, Being an executant Party

Mr/Mrs/Miss: Fairida Sultan
 S/O/D/O/W/O: Shahzada M. Afsar Khan
 Muslim Adult Age: _____ Occupation Service Business Zamindar H.W
 R/O: Flat no-21 Baiti Iskand Karachi
 N.I.C. No.: 42301-7431585-4 Karachi
 Executive Party / Admits Execution of This Deed Before The U/S.S.R.

Mr/Mrs/Miss: Shahzada Abdul au Mahmood
 S/O/D/O/W/O: Shahzada Muhammad Afsar Khan
 Muslim Adult Age: _____ Occupation Service Business Zamindar H.W
 R/O: Flat no-A-24 Jescor Tower Kh-e-Saade Karachi
 N.I.C. No.: 42301-3669538-3 Karachi
 Executive Party / Admits Execution of This Deed Before The U/S.S.R.

Mr/Mrs/Miss: _____
 S/O/D/O/W/O: _____
 Muslim Adult Age: _____ Occupation Service Business Zamindar H.W
 R/O: _____ Karachi
 N.I.C. No.: _____ Karachi
 Executive Party / Admits Execution of This Deed Before The U/S.S.R.

Mr/Mrs/Miss: _____
 S/O/D/O/W/O: _____
 Muslim Adult Age: _____ Occupation Service Business Zamindar H.W
 R/O: _____ Karachi
 N.I.C. No.: _____ Karachi
 Executive Party / Admits Execution of This Deed Before The U/S.S.R.

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 Karachi
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 F KMC

DEPUTY DIRECTOR
Land (Rev.) Saddar-II
Karachi Metropolitan Corporation

Farida Sultana

M.F. Roll No: U 47646
8651
Photo-Registrar, Karachi
Date: 01-07-2013

YAWER HUSSAIN KHAN
A-28, ...
City of Karachi
Leg. No. 44/11/C

Farida Sultana

States that he personally
knows the above executant
and identifies
Date: 19 JUN 2013

Clifton Town, Karachi

Ali-fa NIC Sheet

SUB-REGISTRAR-II
CLIFTON TOWN
KARACHI
19 JUN 2013

AUTOMATION OF REGISTRATION
Board of Revenue Sindh, Karachi.
DIGITAL SCANNING
No. CLT-2009
Date: 01-07-2013
Signature

*NIC Sheet received today
The document admitted to registry*

Urgent Microfilming Fee
Rs. 400
Date: 26-06-2013

SUB-REGISTRAR-II
CLIFTON TOWN
KARACHI

27 JUN 2013

Registered No. 1810
Book No. 86
Date: 27 JUN 2013

Sub-Registrar-II
Clifton Town, Karachi



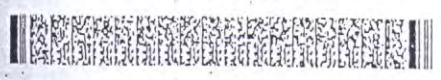
J46X22
30/11/2019
J2W5VB
1809Q1
31/10/2015
LJ2W5Y
LOY3LL
31/05/2018



شناختی نمبر: 42101-1770687-9
 قاعدی نمبر: J46X22
 50189124211

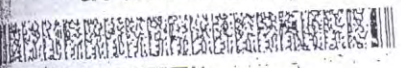
مستقل پتہ: مکان نمبر 361-اے، سینٹر 11-سی، بلڈنگ گائیڈ، کراچی
 ڈاکخانہ: بلڈنگ گائیڈ، تحصیل و ضلع کراچی وسطی

تاریخ اجراء: 16/12/2009
 تاریخ رجسٹریشن: 30/11/2019
 گمنامہ کارڈ نمبر: برقی نمبر میں ڈال دیں



حکومت پاکستان
 قومی شناختی کارڈ
 42101-1770687-9
 محمد طارق خان
 علی ارشد حکیم
 12/05/1969
 سندھ، حیدرآباد

42301-7431585-4
 51741033038
 16/07/2019



Reg No. 1810
 Sub Registrar-II
 Canton Town Karachi

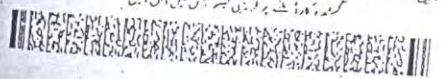
For Special Power only
 حکومت پاکستان
 قومی شناختی کارڈ
 42301-7431585-4
 05/03/1941



شناختی نمبر: 42301-3669530-3
 قاعدی نمبر: 1809Q1
 51788036637

مستقل پتہ: ایف 2
 ڈاکخانہ: ایف 2، تحصیل و ضلع کراچی وسطی

تاریخ اجراء: 05/11/2003
 تاریخ رجسٹریشن: 34/10/2015
 گمنامہ کارڈ نمبر: برقی نمبر میں ڈال دیں

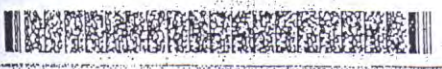


حکومت پاکستان
 قومی شناختی کارڈ
 42301-3669530-3

نام: ساجد احمد شاہ
 جنس: مرد
 تاریخ رجسٹریشن: 1955

day
 Registry

42201-0339581-5
 51792209718
 04/10/2019



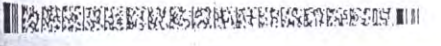
حکومت پاکستان
 قومی شناختی کارڈ
 42201-0339581-5
 علی ارشد حکیم
 05/08/1950



شناختی نمبر: 42201-0369789-3
 قاعدی نمبر: L0Y3LL
 51388078277

مستقل پتہ: مکان نمبر 7، سٹریٹ ایف 2، تحصیل و ضلع کراچی وسطی
 ڈاکخانہ: ایف 2، تحصیل و ضلع کراچی وسطی

تاریخ اجراء: 21/06/2008
 تاریخ رجسٹریشن: 31/05/2018
 گمنامہ کارڈ نمبر: برقی نمبر میں ڈال دیں



حکومت پاکستان
 قومی شناختی کارڈ
 42201-0369789-3

نام: محمد ریاض
 جنس: مرد
 تاریخ رجسٹریشن: کوئی نہیں



KARACHI METROPOLITAN CORPORATION

Bank Deposit Challan
 Land (KMC) Leases Section Saddar-II

DEPARTMENT: Land (KMC) BANK ACCOUNT NO: 01 DIVISION: Leases SECTION: Saddar-II
 BRANCH: 0015 BANK ACCOUNT CODE: 03 DATE: 23 APR 2013
 BRANCH CODE: 03

BRANCH KARACHI: Please fill in the amount as noted below for credit to the account of C.D.C.K mentioned above and as specified below:

Depositor's Name & Address	Particulars	Bank	Amount
1) <u>M/rt Fazeela</u>	<u>Pay Order</u>	<u>HBL</u>	<u>38,89,764/-</u>
<u>Plot No. 3211</u>	<u>Sheet ET-3</u>	<u>828567</u>	<u>5/3/13</u>
<u>Abdul M. Khan</u>	<u>Feder Town Quarters, Kds</u>		
2) <u>Sahabzada Ghulam</u>	<u>Renewal Charges</u>		
<u>Motilal Khan</u>	<u>Renewal Fee</u>		
<u>Sahabzada Abdul M. Khan</u>	<u>Land Rent (Year 1-7-2007)</u>		
3) <u>Rajogal Ali M. Khan (Attorney)</u>	<u>To 30-6-2014</u>		
<u>s/o Abdul Raqyak</u>	<u>Addressing</u>		
	<u>1421.0 sq/yds.</u>		<u>38,89,764</u>

B. C. No.	Depositor Code (if any)	Department Code	Income Code	Product Code	Amount
<u>78-B-VI</u>	<u>000</u>	<u>000</u>	<u>512</u>	<u>12</u>	<u>3,60,000/-</u>
<u>7-B-VII</u>	<u>000</u>	<u>000</u>	<u>506</u>	<u>1</u>	<u>11,35,800/-</u>
<u>7-B-I</u>	<u>000</u>	<u>000</u>	<u>5</u>	<u>5</u>	<u>38,89,764/-</u>

DEPUTY DIRECTOR (Land Revenue) Signature
 Assistant Account Officer (Land Management) Signature
 Assistant Account Officer (Land Revenue) Signature
 Assistant Account Officer (Land Revenue) Signature

CASH TRANSFER
 Date: 30 APR 2013
 Amount: 38,89,764/-
 Branch: 0015
 Karachi - Code 0015

Signature with Stamp
 Accountant/Assistant Accounts Officer
 Drawing & Disbursing Officer

CHALLAN NO. 1810



43
264

11/1/67

Office of the
Custodian
Karachi (1967)

12 JUN 1997

Reg No. 1810
Karachi

KARACHI METROPOLITAN CORPORATION

LEASE



THIS INDENTURE is made at Karachi in Pakistan
this 13th day of November 1967 between KARACHI
METROPOLITAN CORPORATION acting through its Director
DIRECTOR LAND (LEASES) KMC
hereinafter called the LESSORS (which term shall
include their successors) of one Part AND
SAHIBZADA AFEZAL MUHAMMAD KHAN Res: 1
Elate No. 21/C Island 2/Apartment, Chedhay Rehmat St.
Road, Durgah Island Karachi.
hereinafter called the LESSEE (which term shall
include their successors, and assign) of the OTHER
PART witnesseth:-

WHEREAS the Lessors vide their resolution No. 509
dated 11-10-1967 with the sanction of the
Commissioner Karachi accorded under their No. 6(70)/67-LSG. dt - 30-11-67. Dated. 30-11-67.
had granted a piece of land measuring 1421 - -
sq. yds. or thereabout in sheet No. F-13 of Forest
Area Quarter on Main Chiffon
Road for a term of (10) years
from 30-11-1967 on payment of land rent
at Rs. 14,400/- per annum for installation of PETROL
PUMP thereon.

... (2) ...

AND WHEREAS lease of the aforesaid land/plot has been renewed from time to time and it was lastly renewed upto 29-11-1987 and that thereafter matter of renewal of lease was pending.

180

AND WHEREAS the Administrator, KMC exercising the powers of the council has decided that lease of this petrol pump site may be renewed in favour of LESSEE for a period of (20) years from 30-11-1987 on payment of land rent @ Rs. 1,42,100/- per annum payable yearly in advance renewable for a further period of 20 years with 50% increase in the above rent and on the following terms and conditions:-

up to
29-11-2007

vide L.R. No. DL/CS
20/96 dt. 24.4.91

1. That the lease of the aforesaid petrol pump site shall be renewed for a term of 20 years from 30-11-1987 @ Rs. 1,42,100/- per annum payable yearly in advance.
2. That the lease shall also be renewable for a further period of 20 years on the same terms & conditions with 50% increase in the above land rent from 30-11-1987.
3. That the buildings boundary walls and other construction to be built on the aforesaid land/plot shall be of the design which shall be previously approved by the LESSORS.
4. That neither the said land nor any buildings thereon shall at any time without the express consent of the LESSORS in writing be diverted either temporarily or permanently to any other purpose for which the same is granted/renewed.
5. That the Lessee shall conform to and submit all the municipal rules and bye-laws in force and that those may from time to time be passed by the LESSORS and also be subject to the



Director
(M.C.S.)

[Handwritten signature]

Contd...../2

provisions of Sind Local Government Ordinance, 1979 read with the Sind Local Councils (Land) Rules, 1975 or any other act that may be enforced for the time being.

6. That the Lessees shall pay and discharge all taxes, rates and assessment whatsoever now or hereinafter during the said term to become payable in respect of the said plot/land hereby demised, or any building or erections including petrol pump built or to be built thereon.

1810

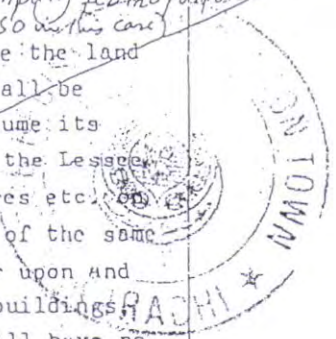
Sp. No.

Handwritten initials

7. That the LESSEE shall have no power to sub-let the said plot/land or any portion thereof to any person whatsoever except with the permission of the LESSORS.

Sub-lease to any oil company for the purpose of Petrol Pump only (PSO in this case)

8. Should the Corporation (Lessors) require the land during the currency of the lease, it shall be entitled to terminate the lease and resume its land on giving 2 months notice to the Lessee, who shall remove all buildings structures etc. on the land and handover clear possession of the same failing which the Corporation may enter upon and take over possession of the land with buildings structures etc. whereupon the LESSEE will have no right or interest in the land or building etc.



Handwritten signature/initials

9. That in the event of the breach or non-fulfilment of the aforesaid conditions or any of them the LESSORS shall be entitled to terminate the lease granted by this indenture and it shall be lawful for the LESSORS to re-enter and take possession of the land, buildings, structures and enclosures.

10. At the expiration or sooner determination of this lease, the LESSEE shall remove all the buildings, structures and other materials and give to LESSORS clear and vacant possession of the plot in same condition in which it was granted to the LESSEE.

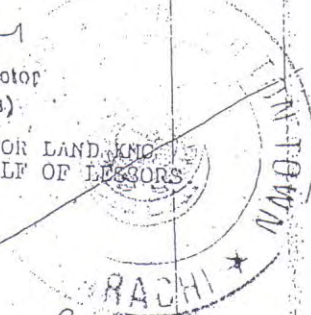
(4)

AND the LESSEE further covenant that if the said buildings etc. are not removed by the LESSEE within a period of one month the LESSORS shall be entitled to remove the said buildings etc. and charge the lessee the expenses incurred on removing the buildings etc. and the LESSEE shall not be entitled to any compensation for such buildings etc.

IN WITNESSETH WHEREOF the parties have set their hands and seal hereunder at Karachi day and the year first hereinbefore, above-mentioned.

Handwritten signature on the left margin.

Handwritten signature
Additional Director
Land (Leases)
M.C.
DEPUTY DIRECTOR LAND, KMC
FOR & ON BEHALF OF LESSORS



WITNESSETH:-

Handwritten signature
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Handwritten signature
LESSEES

And the Common seal of the Metropolitan Corporation has been affixed in the presence of the Dy. Director Land who has in token thereof appended his signature hereunto.

Handwritten signature
Additional Director
Land (Leases)
DY. DIRECTOR LAND, KMC
FOR & ON BEHALF OF LESSORS.

97

1810

DEPARTMENT road DIVISION Central SECTION II
 BANK CODE 01 BANK ACCOUNT NO. 010502607 DATE 5-12-1953
 BRANCH CODE 02115 BANK BRANCH CODE 01



BRANCH KARACHI. This receipt is valid only for the use of the branch in which it is issued and is not valid for any other branch.

Particulars	Amount	Account
Dr. H. C. 32/1		142,100-00
Dr. F. S. P. S. - 91840		
Dr. Habib Bank Ltd		
Dr. State Life Branch		
Dr. ...		
TOTAL		142,100-00

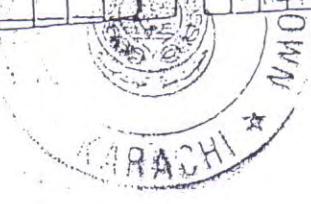
RECEIVED

27-11-53

Sl. No.	Particulars	Debit	Credit	Balance
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One hundred and one hundred only



Signature and Other

Stamp No.



OFFICE OF THE DIRECTOR LAND
KARACHI METROPOLITAN CORPORATION

KMC 319 2011

DC 23/10 2011

1810

Deputy Registrar
Saddar Town-I,
Karachi

Reg No. 1810
Saddar-II
Karachi



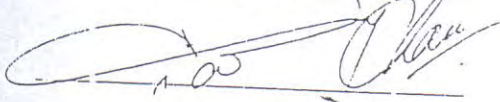
AUTHORIZATION FOR EXECUTION OF LEASES OF SADDAR-II,
LEASES DIVISION-KMC.

Mr. Muhammad Tariq Khan Deputy District Officer, is hereby authorized to execute

leases of following areas :

1. Civil Lines Quarters.
2. Old Clifton
3. Ferie Towa
4. Railway Quarters.
5. Bath Island.

His specimen signature are appended here below

- 1) 
- 2) 
- 3) 



In future no leases be executed except above signature in case of above mentioned areas.



DISTRICT OFFICER
LAND,
KMC



**OFFICE OF THE DEPUTY DIRECTOR LAND.
(REVENUE) SADDAR-II
KARACHI METROPOLITAN CORPORATION**

No. DDL/LAND/SADDAR-II/KMC/377/2013

Date: 18/6 2013

To,
The Sub Registrar,
Clifton-II,
Karachi.

Reg No. 1810
Sub Registrar-II
Clifton Town Karachi

**SUBJECT: CANCELATION OF RENTALISE LEASE OF PLOT NO. 32/1, FT-3,
FERER TOWN QUARTERS, KARACHI, UNDER THE ORDERS OF
HONORABLE COURT OF SINDH.**

Reference the Orders of Honorable High Court of Sindh, C.P. No. 3714/2012
Dated _____

Rentalise lease executed by the then Additional Director Land, Saddar,
Vide Registered No. 2295 Dated 13-08-2012 before Sub-Registrar-II, Clifton-II, M.F.
Roll No. 59897/8002, dated 29-08-2013 at Photo Registrar, Karachi were cancelled now
forthwith. I inform you to cancel above mention lease in compliance of Orders of
Honorable High Court of Sindh. Copy of the Orders of Honorable High Court of Sindh
attached.



[Signature]
18/6
DEPUTY DIRECTOR DIRECTOR
SADDAR II, LAND (REV) Saddar-II
KMC Karachi Metropolitan Corporation

Copy to:

1. Sr. Director Land, KMC
2. Sr. Legal Advisor, KMC
3. Deputy Director (Record & Tech)



18-06-2013
14-03-PM
[Signature]



**OFFICE OF THE DEPUTY DIRECTOR LAND
(REVENUE) SADDAR-II
KARACHI METROPOLITAN CORPORATION**

No. DDL/LAND/SADDAR-II/KMC/377/2013

Date: 18/6 2013

To,

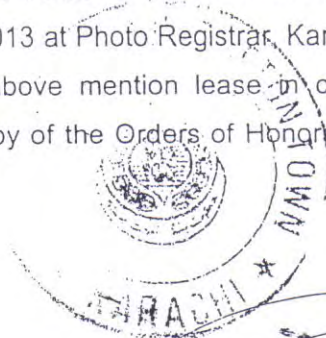
The Sub Registrar,
Clifton-II,
Karachi.

Reg No. 1810
Sub Registrar-II
Clifton Town Karachi

**SUBJECT: CANCELATION OF RENTALISE LEASE OF PLOT NO. 32/1, FT-3,
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forthwith. I inform you to cancel above mention lease in compliance of Orders of
Honorable High Court of Sindh. Copy of the Orders of Honorable High Court of Sindh
attached.



[Signature]
DEPUTY DIRECTOR DIRECTOR
SADDAR II, LAND (REV) Saddar-II
KMC Karachi Metropolitan Corporation

Copy to:

1. Sr. Director Land, KMC
2. Sr. Legal Advisor, KMC
3. Deputy Director (Record & Tech)



18-06-2013
74-03-PM
[Signature]



OFFICE OF THE DEPUTY DISTRICT OFFICER
SADDAR TOWN-II, LAND MANAGEMENT-II
REVENUE GROUP OF OFFICIES
CITY DISTRICT GOVERNMENT KARACHI
10th Floor, Civic Center, Gulshan-e-Iqbal, Karachi.

DDO/ST-II/LM-II/CDGK/107/2013

Dated: /- /2013

Through Attorney Mr. Razaqat Ali

Mr./Mrs./M/s. Farida Sultan W/o

Sahibzada Afzal Muhammad Khan

Sahibzada Ghulam Moinuddin Khan

Karachi.

Subject: DEMAND NOTE REGARDING PAYMENT OF
OUTSTANDING DUES OF PREMISES PETROL PUMP
OF PLOT NO. 32/1 SHEET NO. FT-03 KARACHI.

You are hereby called upon to make payment of outstanding dues as per Schedule below: -

1.	Premium for Renewal of Lease		
	@ Rs. _____ per sq.yd. PP Fees	Rs.	360,000/-
2.	Mutation fee _____	Rs.	1,136,800/-
3(a)	Ground Rent Arrears upto 2007-2011	Rs.	568,400/-
(b)	Ground Rent Current @ Rs. _____		
	per annum per sq.yd. for the period from		
	2011-20 _____ to 2014 300%	Rs.	1,705,200/-
4.	Other Charges 17052x7=	Rs.	119,364/-
	TOTAL	Rs.	38,89,764/-

DEPUTY DISTRICT OFFICER
Land (Rev) Saddar Town-II
LM-II, CDGK



OFFICE OF THE DEPUTY DIRECTOR LAND
SADDAR-II,
KARACHI METROPOLITAN CORPORATION
10th Floor, Civic Center, Gulshan-e-Iqbal Karachi

No: DDL ST-II/KMC/ 363 2013

Dated: 25/5 2013

MST. FAREEDA SULTANA
W/O SAHABZADA AFZAL M. KHAN
AND (3) OTHERS
Plot No.32/1, Sheet No. FT-3,
Frere Town Quarters,
Karachi.




SUB: RENEWAL OF RENTAL LEASE & MUTATION OF PLOT NO.32/1,
(PETROL PUMP) SHEET NO.FT-3, FRERE TOWN QUARTERS, KARACHI,
ADMEASURING 1421 SQ.YDS.

Since you have paid the Renewal of Rental Lease & Mutation charges under In compliance of Honorable High Court C.P No.3714/12 order dated: 12-03-2003, the necessary approval of Competent Authority in respect of RENEWAL OF LEASE & MUTATION of Plot Office No.32/1, (Petrol Pump) Sheet No. FT-3, Frere Town Quarters, Karachi is hereby Renewal of Rental Lease on basis of Annual Rent for 20 years with effect from 29-11-2007 & by MUTATED in the names of:-

- (1) MST. FAREEDA SULTANA W/O SAHABZADA AFZAL M.KHAN
- (2) MR.SAHABZADA MOHIUDDIN KHAN S/O SAHABZADA AFZAL M.KHAN
- (3) MUHAMMAD IQBAL ZINDANI S/O AYUB GHANI SULEMAN (ATTORNEY)
- (4) MUHAMMAD RIAZ S/O MUHAMMAD IBRAHIM (ATTORNEY)

This Renewal of Rental Lease/Mutation however, can be withdrawn/cancelled at any later stage, if it is proved that the same has been obtained through misrepresentation/misconceiving or concealing the facts of the case.


DEPUTY DIRECTOR LAND
SADDAR-II
Land Register, Saddar-II
Karachi Metropolitan Corporation

Copy for information to the :

1. Sr. Director Land KMC.
2. Deputy Director Record, Land for necessary entries in KMC Land Register and issue the Extract Form.



KARACHI METROPOLITAN CORPORATION

Bank Deposit Challan

DEPARTMENT: Land (KMC) DIVISION: Leases

BANK CODE: 017 BANK ACCOUNT NO: 1-2607

BRANCH CODE: 0015 BANK ACCOUNT CODE: 07

DATE: 23 APR 2013

The Manager, Habib Bank Ltd. National Bank of Pakistan. BRANCH KARACHI: please receive the amount as noted below for credit to the account of CAGs mentioned above and as specified below:

Depositor's Name & Address	Particulars	Name of Bank	No.	Date	Amount
1) M/ Fazeela add/ Sahabgoda	Pay Order sheet FT-3	HBL	8285267	5/3/13	38,89,764/-
2) Atiqul M. Khan Sahabgoda Gulshan	Federal Police Quarters Kas General Charges				
3) Mahiuddin Khan Sahabgoda Atiqul M. Khan	Matation Fee & Land Rent (from 1-7-2007				
4) Sahabgoda Atiqul M. Khan	Land Rent (from 1-7-2007				
5) Pabegul Ali N. Khan (Attorney)	to 30-6-2014)				
6) s/o Abdul Razaq	Addressing				
	1421.054/9ds.				
Total					38,89,764/-

B. C. No.	Depositor Code if any	Department Code	Income Code	Head Code	Sub-Code	Amount
28-B-VI		000	512	512	3,60,000/-	
3-B-VII		000	506	493	11,36,800/-	
3-B-VI		000	506	493	2,92,964/-	
Total						38,89,764/-

Signature with Stamp
Accountant/Assistant Accounts Officer
Drawing & Disbursing Officer

CHIEF'S NO.

Signature Bank Officer

CASH TRANSFER

30 APR 2013

K.M.C. B.R. Jinnah Road
Karachi - Code 74015

AND WHEREAS the CDGK exercising the powers of the Council has decided that the leases of K.M.C Petrol Pumps Sites may be re-rentalised to the interested Companies / Person after the enhancement of annual rent of the existing petrol pumps @ Rs. 25,00,000 (Twenty Five Lacs Only) per annum of mentioned areas vide Council Resolution No. 73/2006 Dated: 28-03-2006

AND WHEREAS the KMC exercising the powers of the Council has decided that lease of this petrol pump site may be re-rentalised in favour of lessee for a period of 20 years from 01-07-2010 on payment of Land rent @ Rs. 30,00,000/- (Thirty lacs Only) per annum payable yearly in advance.

Now this indenture witness, that the lessors do hereby lease and demise upto the said lessee, all that plot of land situated on Plot No. 32/1 Sheet No. FT/3 measuring sq 1428 yds, situated at Frere Town, Clifton Road Karachi, the dimensions hereinafter immediately below set for forth and delineated and bounded.

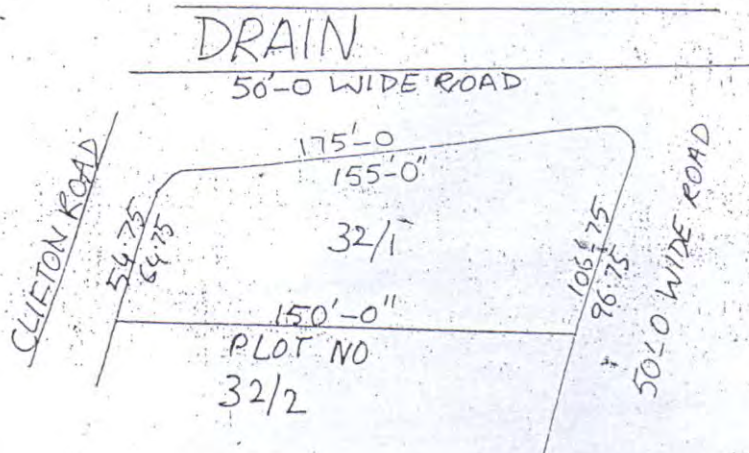
On the North by 50'-0 WIDE ROAD & DRAIN

On the South by PLOT NO 32/2

On the East by 50'-0 WIDE ROAD

On the West by CLIFTON ROAD

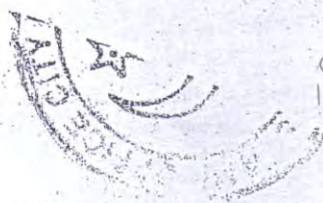
Regn No. 2295
Sub Registrar
Clifton Town Karachi



Prepared by [Signature]

Checked by [Signature]
K.M.C.

Land Surveyor
K.M.C.



[Signature]
Deputy Director (Record & Tech)
K.M.C.

Continued on P/3

[Signature]
Request

Therefore the Lease
years in favour of L
Terms and Conditions

That the lease
on the same
decided by the

That the build
land/plot shall

That neither th
consent of the
other purpose f

That the Lessee
that those may
LESSORS and
Rules, 1975 und
and time to time

That the Lessee
hereinafter durin
demised, or any

That the LESSEE
to any portion th
any Oil Company

Should the K.M.C.
entitled to Termin
lessee who shall
possession of the
right or interest in



(3)

Therefore the Lease of aforesaid petrol pump plot is Re-rentalised for period of 20 years in favour of LESSEE under the rules and regulation and following Terms and Conditions.

That the lease shall also be renewable for a further period of 20 years on the same Terms and Conditions with increase in the above Petrol Pump rent as decided by the Competent Authority under the rules.

That the building boundary walls and other construction to be built on the aforesaid land/plot shall be of the design which shall be previously approved by the LESSORS.

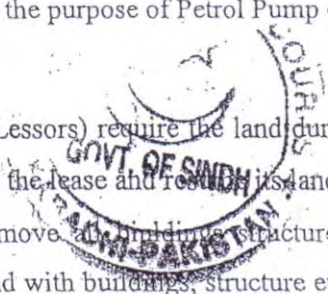
That neither the said land nor any building thereon shall at any time without the express consent of the LESSORS in writing be diverted either temporarily or permanently to any other purpose for which the same is granted/renewed.

That the Lessee shall confirm and adhere all the K.M.C. Rules and Bye-Laws enforce and that those may from time to time be enforce and Council Resolution passed by the LESSORS and also be subject to the provisions of Sindh peoples Local Councils (Land) Rules, 1975 under SLGO - 1979 or any other Act that may be enforced for the time being and time to time in future.

That the Lessees shall pay and discharge all taxes, rates assessment whatsoever now or hereinafter during the said term to become payable in respect of the said plot/land hereby demised, or any building or erections including Petrol Pump built thereon.

That the LESSEE shall have no power to sub-let the said plot/land or any portion thereof to any portion thereof to any person/ company whatsoever except Sub-Lease the land to any Oil Company for the purpose of Petrol Pump only.

Should the K.M.C (Lessors) require the land during the currency of the lease, it shall be entitled to Terminate the lease and resume its land on giving 2 (two) months notice to the lessee who shall remove the buildings, structure etc, on the land and handover clear possession of the land with buildings, structure etc. whereupon the LESSEE will have no right or interest in the land or building etc.



8. That in the event of the breach or non-fulfillment of the aforesaid conditions or any of them, the LESSORS shall be entitled to Terminate this Rental Lease granted through this indenture and it shall be lawful for the LESSORS to re-enter and take possession of the land buildings, structure and enclosures.

9. At the expiration or sooner determination of this Rental Lease, the LESSEE shall remove all the buildings, structure and other materials and give to LESSORS clear and vacant possession of the plot in same condition in which it was granted to the LESSEE, AND the LESSEE within a period of one month the LESSORS shall be entitled to remove the said building etc, and the LESSEE shall not be entitled to any compensation for such buildings etc.

IN WITNESSETH WHEREOF the parties have set their hands and seal hereunder at Karachi the 13th day of August, 2012 first herein fore, above mentioned.

Regn No. 2295
Sub Registrar
Clifton Town Karachi

ADDL DIRECTOR LAND
FOR & ON BEHALF OF K.M.C.
Additional Director
Solidar Town, Land Management
Revenue Group Of Offices
C.D.S.K.

J. Jaffer
Witnesses:

1. Mr. Jaffer Nadeem
No. Ahmed Saad Arab
NIC No. 42201-7856933-3
Flat No. J-9, Erum Villas
Block-14, Gulshan-e-Iqbal,
Karachi

Ashraf
2. Mr. Ashraf Ahmed
No. Ashraf Ahmed
NIC No. 42301-0105852-3
D-9, Plot No. 106, Dupat line,
Karachi



LESSEE

And Common seal of the K.M.C. has been affixed in the presence of the ADDL. Director Land, who has in token thereof appended his signature hereunto.

ADDL DIRECTOR LAND
FOR & ON BEHALF OF K.M.C.
Additional Director
Solidar Town, Land Management
Revenue Group Of Offices
C.D.S.K.

پاکستان
شہری کارڈ
4230139466
کے
اندری
شہری کارڈ
27/11



پاکستان
شہری کارڈ
422017850933
کے
اندری
20/06/1958

حکومت پاکستان
قومی شناختی کارڈ
42301-0105852-3
نام: اشفاق احمد
جنس: مرد
میدان: میدان
پتہ: بلک 14، پلاٹ نمبر 106، ڈیپٹ لائن
25/12/1976



حکومت پاکستان

قومی شناختی کارڈ
42301-09466462-6

اشفاق علی

تاریخ پیدائش: 21/11/1950

جنس: مرد

تاریخ رجسٹریشن: 21/11/1950



Regn No. 2295
Sub Regista
Clifton Town Kur...

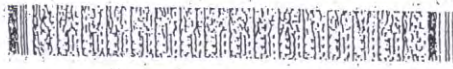


قومی شناختی کارڈ نمبر: 42301-09466462-6

تاریخ پیدائش: 21/11/1950

جنس: مرد

تاریخ رجسٹریشن: 21/11/1950



حکومت پاکستان

قومی شناختی کارڈ
41306-9250788-9

تاریخ پیدائش: 03/05/1972

جنس: مرد



Regn No. 2295
Sub Regista
Clifton Town Kur...

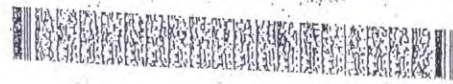


قومی شناختی کارڈ نمبر: 41306-9250788-9

تاریخ پیدائش: 03/05/1972

جنس: مرد

تاریخ رجسٹریشن: 03/05/1972



حکومت پاکستان

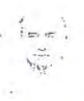
قومی شناختی کارڈ
42201-7856933-3

تاریخ پیدائش: 20/06/1958

جنس: مرد



Regn No. 2295
Sub Regista
Clifton Town Kur...

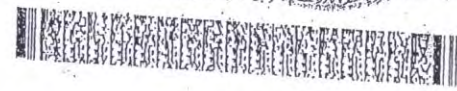


قومی شناختی کارڈ نمبر: 42201-7856933-3

تاریخ پیدائش: 20/06/1958

جنس: مرد

تاریخ رجسٹریشن: 20/06/1958



حکومت پاکستان

قومی شناختی کارڈ
42301-0105852-3

تاریخ پیدائش: 25/12/1976

جنس: مرد



Regn No. 2295
Sub Regista
Clifton Town Kur...

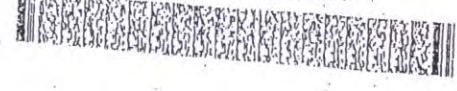


قومی شناختی کارڈ نمبر: 42301-0105852-3

تاریخ پیدائش: 25/12/1976

جنس: مرد

تاریخ رجسٹریشن: 25/12/1976



ASHFAQ ALI ANSARI S/O
NOOR MUHAMMAD ANSARI
Muslim, Adult Age 54 Years
Holding NIC No: 42301-9466462-5,
Andl. Director Land K.M.C.
Plot C-5 Phase II, D.H.A. Karachi
Executing Party in his Official Capacity

To be used only in the
case of remittance to the
Bank through Department
Officer of the Treasury Office
Agent
Treasury Officer

0270006-0271000

Date: 12/12/11
Signature of the Officer
ordering the money to be paid in)

Head of account
Order to the Bank

to be filled in the Department
Officer of the Treasury

KARACHI

National Bank of Pakistan
Challan No. _____

(Treasury / Sub Treasury)

Challan of Cash paid into the _____ at _____
National Bank of Pakistan
KARACHI

To be filled by the remitter _____
To be filled in the Department _____
Officer of the Treasury _____

By whom tendered	Name (or designation) and person whose behalf (if any) is paid
Full Particulars of the remittance and of authority	Amount
Head of Account	Order to the Bank

SPECIAL ADHESIVE STAMPS NOT COMMERCIAL B-02707	Rs. 9000.00
	Total

ORIGIN
10 AUG 2002
CASH RECEIVED
National Bank of Pakistan
Karachi

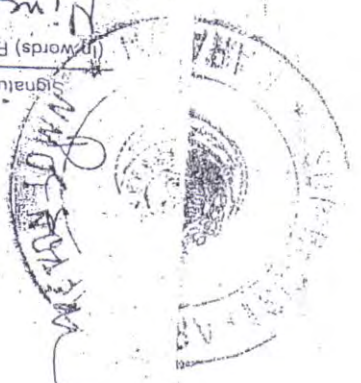
0270006-0271000

Received payment (in words) Rupees Five Hundred only
(in words) Rupees 900,000/-

Treasurer _____
Accountant _____
Date _____
Treasury Officer _____
Agent _____

To be used only in the case of remittance to the Bank through Department Officer or the Treasury Officer

Signature of the Officer ordering money to be paid in



No. 2680
 Presented in the office
 of the Sub-Registrar
 on 13-8-2012
 at Clifton
 Karachi

Pesud

Received from _____ for as follows
 Microfilm fee 40
 Kinders fee 35
 Search fee 5
 Postage _____
 Total 80

Clifton Town, Karachi
ASHFAQ ALI ANSARI S/O
NOOR MUHAMMAD ANSARI
 Muslim, Adult Age 54 years
 Holding No. 47301-9466462-5
 Addl. Director Land, K.M.C.
 R/o C-5 Phase II, D.H.A Karachi
 Executing Party In has **Official Capacity**

Urgent Microfilming fee
 Rs. 100/-
 Receipt No. 16
 Date 16-08-2012
 Sub-Registrar
 Clifton Town, Karachi

Mr./Mrs./Miss Pesud Mal
 B/o W/o/D/o Mul Chand
 Muslim Adult Age _____ Occupation Service Business Zamindar H/W
 R/o Bungalow No 72/A Kh-e-Badar Karachi
 Ph. No. DHA Circle 41306-9250788-9 Karachi
 Executive Party In has execution of this deed before the Sub-Registrar

M.F. Roll No: 59897
8002
 Photo-Registrar, Karachi
 Date 29-08-2012

Additional District Officer
 Sudder Town, Land Management
 Revenue Group Of Offices
 C.D.R.

Record No: 2295
 Date: 13-8-2012
 Sub-Registrar-II
 Clifton Town, Karachi

R.D. Rajwal
 Advocate High Court
 210, Progress Tower Plaza
 Beaumont Road
 Civil Lines, Karachi.

States that he personally
 knows the above executant
 and identifies.
 Date: _____

States that he personally
 knows the above executant
 and identifies.
 Date: 13-8-2012
 Sub-Registrar-II





KARACHI METROPOLITAN CORPORATION

Bank Deposit Challan

DEPARTMENT: Land (Rev) DIVISION: A.N.C SECTION: Saddar I

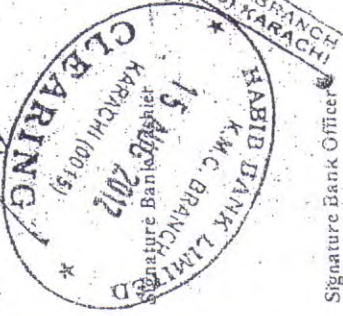
BANK CODE: 01 BANK ACCOUNT NO.: 26107 DATE: 11/11/12
 BRANCH CODE: 01015 BANK ACCOUNT CODE: 07

The Manager,
Habib Bank Ltd.
National Bank of Pakistan.

BRANCH KARACHI: Please receive the amount as noted below for credit to the account of CDGK mentioned above, and as specified below:-

Depositor's Name & Address	Particulars	Cheque/Pay Order/Demand Draft		Amount	
		Name of Bank	No.	Date	Rs.
Md. Crook	Plot # 321, F.T.3,	Faysal Bank	0896593		
Enterprises,	P.P.S.9 (prev) Erro Town			08-AUG-2012	30,000.00
through its	Quarter, main City				
Partner Ahbabe	Road Karachi				
Ahmad Ali	measuring 14M x 9m				
Abdul Rauf	Petrol Pump Rent				
	from 1-7-12 to 1-7-13				
					30,000.00

B. G. No.	Depositor Code if any	Department Code			Income Code	Budget Grant Code			Amount				
		Sub	Deptt.	Div		Sec	Maj	Min	Sub	A	S	Rs.	P.
7 B III	0000	07	0000	11	50.6	4	50					30,000.00	
					City Revenue Authority					Signature of Officer			
					Assistant Account Officer					Signature of Officer			
					City District Govt. Karachi					Signature of Officer			
Rupees in words										Total Rs.		30,000.00/-	



Signature with Stamp

CHALLAN NO.

3

R/1



PSO LEASE
AGREEMENT WITH
FARIDA SULTAN
Upto 2007

Stamp Superintendent of Stamps
Stamp Office, City Court
Karachi, Pakistan

Pakistan State Oil Company Limited

AGREEMENT TO LEASE

26 NOV 1997

[Handwritten signatures]

THIS AGREEMENT is made this 26th day of NOVEMBER 1997
BETWEEN MR SAHIBZADA DEZAL MAHD KHAN
R/o 21/C ISLAND APARTMENT, CHEHMAT ALI ROAD BATH ISLAND KARACHI
(hereinafter called the "LESSOR" which expression shall, where
the context so admits, mean and include his heirs, executors,
administrators, successors and assigns) of the One Part and
PAKISTAN STATE OIL COMPANY LIMITED, Dawood Centre, Mohi-ud-
Din Road, Karachi, (hereinafter called the "COMPANY"
which expression unless repugnant to the context shall be deemed,
mean and include its successors, transferees and assigns) of the
Other Part;

[Handwritten signature]

WHEREAS the Lessor is full, absolute and exclusive owner and is
well and sufficiently entitled and is seized and possessed of
free from all encumbrances whatsoever, the plot of land more
particularly described in the Schedule hereto given at the foot
of these presents (hereinafter called the "LAND") and has agreed
with the Company to lease the land to the Company and the Company
has agreed to take on lease the land together with all ways,
passages, lights, drains, sewers, water-courses, rights, easements,
advantages and appurtenances whatsoever to the said piece of land
belonging or therewith usually held or enjoyed on the terms
and conditions mentioned hereinbelow.

NOW THEREFORE THIS AGREEMENT TO LEASE WITNESSETH AS UNDER:

- The Company agrees to take on lease and the Lessor hereby
agrees to lease to the Company, the land as described in
the Schedule hereto given at the foot of these presents
for a term of Ten (10) Years as per agreed draft
Lease Deed annexed hereto as Annexure "A". The rent
will commence from the day lease deed is registered and
peaceful and vacant possession granted to the Company at
monthly rent of Rs. 22000/- (Rupees TWENTY TWO
THOUSAND only) payable in advance for

[Handwritten signature]

[Handwritten signature]

Cont'd.....

67

the first _____ months/years and after the appropriation and adjustment of advance rent payable on monthly/quarterly/half yearly/yearly basis as and when the rent falls due during the said terms and any renewal thereof.

2

2. The land shall be used by the Company for the installation of a Filling/Service Station and for this purpose the Company shall be entitled to dig the land and to erect on the land underground petrol storage tanks and/or High Speed Diesel Oil Tanks or all manner of tanks, delivery equipments, pumps connected with the said tanks and Petrol Pumps, Air Compressors, Day Stations, a Shelter for attendants and any other building erection or equipment whether of a temporary or permanent nature for the purpose of storing, selling or otherwise carrying on trade in Petrol, Petroleum Products, or business of the like kind and/or any kind of trade or business which the Company at its absolute discretion deems fit.

3. The Company shall apply and endeavour to obtain all necessary authorization, permits, sanctions and licences for the use of the Land by the Company as hereinabove provided. During the period the Company does not get any authority permits, sanctions and licences, the Lessor shall not sell, transfer, mortgage, charge, lease or alienate the Land in any way nor enter into any agreement with any other party in respect thereof.

4. That the Lessor shall immediately on the execution of this agreement and draft lease deed is initialled submit his title deeds of the land to the Company for scrutiny. Should the Company point out any defect in the title deeds of the Lessor, the Lessor shall rectify the same soonest possible with a view to executing and registering the proper lease deed as stipulated above.

5. The Lessor shall demarcate with pillars and fence the plot of land with barbed wire, in order to identify the area and location of the plot.

6. That the Lessor shall incur all charges and expenses in converting the land for aforesaid purposes and use, if necessary, and the Company shall not be liable to pay for the same.

7. That the Lessor shall not mortgage or encumber the said land in any manner whatsoever and if at any time, intends to sell the land, the Company shall have first option to purchase it.

[Handwritten signature]

Cont'd.....3/

69

3

- 8. The Company will pay taxes on structures and betterment tax on structures and cesses on structures water rates/charges, fire rates/charges, conservancy charges and Petrol Pump Fee as may be levied by the Central or Provincial or Local Government or any competent authority.
- 9. The Lessor will pay and discharge all existing and future ground rents, property taxes, betterment taxes, cesses, rates and charges whatsoever levied or leviable now or hereafter in respect of the said land excepting those mentioned in clause 8 above by the Excise & Taxation Authority, Central or Provincial or Local Government or any competent authority or body or payable to any superior Lessor, if any, and if the Company pays or is required or is compelled to make payment on these accounts by any process of law or otherwise the Lessor hereby authorises and gives his consent to the Company to pay the amount without any reference to Lessor and the Lessor further authorises the Company to deduct the amount so paid from rent of the said land or otherwise recover it from Lessor. If the said land and structures constructed thereon are assessed as one unit and/or there is one composite assessment in respect of the said land and structure the aforementioned taxes mentioned in clauses 8 & 9 will be payable by the Lessor excepting water rates/charges, fire rates/charges, conservancy charges and petrol pump fee which will be payable by the Company.

[Handwritten signatures and initials]

The Company shall have ^{ONE} ~~TWO~~ options to renew this lease for ^{ONE} ~~TWO~~ further terms of ten years each at the rent of Rs. 26400/- (Rupees TWENTY SIX THOUSAND Four hundred only) per month for the first renewal term of ten years and ^{WITH TEN YEARS ADVANCE} at the rent of Rs. 26400/- (Rupees 26400/- only) per month for the second renewal term of ten years and on the same terms & conditions and on the same terms & conditions as are contained in the Lease Deed Annexed "A" and such options shall be exercisable by the Company by giving three months notice in writing to the Lessor. The failure to give notice of renewal will not deprive the Company to renew the lease at any time and the Lessor undertakes to renew the lease if the Company at any time so desires.

[Handwritten notes and markings on the right margin]

That the Company shall be at liberty to terminate this agreement at any time without assigning any cause or reason whatsoever by giving to the Lessor three months notice in writing without incurring any liability financial or otherwise and Lessor shall have no claim or demand whatsoever against the Company.

[Handwritten signature]

Cont'd.

Any notice required to be served on either party will be deemed to have been adequately served if posted through Registered Post at the recorded address of the party.

13. In the event the "LESSOR" is "SUB-LESSOR" the word "LESSOR" wherever used in the agreement if "Lessor" shall be an individual be read as "Sub-Lessor" and the word "Lease" wherever used in the agreement be read as "Sub-Lease". In such other cases singular expression used in this agreement shall be read as plural if the context so requires.

14. The word "HE" and "HIM" wherever used in the agreement with reference to the Lessor/Sub-Lessor shall if the Lessor/Sub-Lessor be a feminine individual be read as "SHE" and "HER" respectively. In such other cases singular expressions used in this agreement shall be read as plural if the context so required.

15. If any question, difference or objection whatsoever, or any other dispute of whatsoever cause and nature shall arise in any way connected with or arising out of this agreement or the meaning or operation of any part thereof or the rights, duties or liabilities of either party, then every such matter shall be referred for arbitration to the Company's General Manager Reseller or his nominee or such other Officer of the Company as the Company may designate and his decision shall be final and binding on both parties. Any arbitration under this agreement will be held at Karachi and the Courts at Karachi will have exclusive jurisdiction in all matters connected with this agreement.

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THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land measuring 1421 Sq. Yds. or thereabout bearing Khata No. 32/1 Khata No. — Khasra/Survey/Plot No. — situated on elifton road within the registration district, sub-district and town of KARACHI and the said land bounded as under:

Handwritten signatures and notes on the left margin, including 'Atsaly Khan' and 'S. J. Khan'.

Handwritten signature on the right margin.

- ON THE NORTH BY : 50' wide Service Road
- ON THE SOUTH BY : Operation Plot No 32/2
- ON THE EAST BY : 50' wide Road
- ON THE WEST BY : elifton road

IN WITNESS WHEREOF the parties hereto have executed these presents the day, month and the year first above written.

WITNESSES

EXECUTED BY THE LICENCEE

1. *Signature*
(SIGNATURE)
MIR SHAHZOOR SULTAN
(FULL NAME)

Signature

Permanent Residential Address 243 Bahadur Road
Street No - 13 KVC-5

EXECUTED FOR AND ON BEHALF OF
PAKISTAN STATE OIL COMPANY LIMITED

2. *Signature*
(SIGNATURE)
SAGIB SAEED DAR
(FULL NAME)

BY *Signature*
Its duly constituted Attorney.

Permanent Residential Address 6 Bombay Building
Green Street Plaza Square
Karachi



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R/2

PAKISTAN STATE OIL COMPANY LIMITED

LEASE DEED

Handwritten signatures and notes on the left margin.

THIS LEASE DEED is made this 26th day of November 1997 BETWEEN SAHIBZADA AFZAL MOHD KHAN

of 21/C Island Apartments Chaudary Lehmat Ali Road, Ball Island Karachi hereinafter called the "LESSOR" which expressions shall where the context so permits include his heirs, executors, administrators, successors and assigns) of the One Part, and PAKISTAN STATE OIL COMPANY LIMITED, Dawood Centre, Moulvi Tamizuddin Khan Road, Karachi (hereinafter called the "COMPANY" which expression unless repugnant to the context shall be deemed to include its successors, transferees and assigns) of the Other Part.

WHEREAS the Lessor is full absolute and exclusive owner and is well and sufficiently entitled and is seized and possessed of and has full power and absolute authority to demise the plot of land free from all encumbrances whatsoever more particularly described in the schedule hereof.

AND WHEREAS by an Agreement dated _____ day of _____ 19__ (hereinafter called "The Agreement") made between the Lessor of the One Part and the Company of the Other Part to which a copy of this Lease Deed was Annexed the Lessor had agreed to grant to the Company lease of the Land described in Schedule hereto given at the foot of these presents at the rent and on the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That in consideration of the rent hereby reserved and of the covenants by the Company hereinafter contained, the Lessor hereby demises unto the Company all that piece and parcel of land delineated on plan hereto annexed and more particularly described in the Schedule hereto given at the foot of these presents alongwith all ways, passages, lights, drains, sewers, water courses, rights, easements, advantages and appurtenance whatsoever to the said plot belonging or connected therewith or usually held or enjoyed (hereinafter called the "Demised Land") and together also with the right for the Company to instal, erect and maintain in and upon the said Land, roadways, compound walls, pathways, and fencing and other conveniences, Filling/Service/Petrol Station and for this purpose to dig the "Demised Land" and to erect underground or overground tanks for High Speed Diesel Oil or all manner of tanks and delivery pumps connected with the said tanks and

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shelter for attendants and any other building, erection or equipment whether of a permanent or temporary nature for the purpose of storing, selling or otherwise carrying on trade in Petrol, Petroleum Products, Oil and kindred motor accessories and/or any kind of trade or business which the Company in its absolute discretion deem fit and proper to hold the said land unto the Company from the 31st day of NOVEMBER 1987 for the term of Ten (10) years (determinable as hereinafter provided) paying therefor a monthly rent of Rs. 22000/- (Rupees Twenty two thousand only) payable in advance for the first _____ months/years of the said term at the time of registration of deed of Lease and after the appropriation and adjustment thereof the rent will be payable on monthly/quarterly/half yearly/ yearly basis as and when the rent falls due during the said term and any renewal pursuant to the option in that behalf hereinafter contained in Clause 3(e).

H. S. Khan
H. S. Khan

2. The Company hereby covenants with the Lessor as follows:
 - (a) To pay the said rent in the manner hereinabove provided.
 - (b) To pay taxes on structures and Betterment tax on Structures and cesses on structures water tax/rates fire tax/rates, conservancy charges and petrol pump fee as may be levied by the Central or Provincial Government or any competent authority.

3. The Lessor hereby covenants with the Company as follows:
 - (a) To pay and discharge all existing and future ground rents, property taxes, betterment taxes, cesses, rates and charges whatsoever levied or leviable now or hereafter in respect of "Demised Land" excepting those mentioned in Clause 2(b) above by Central, Provincial or Local Government or any Competent Authority/Body or payable to superior landlord, if any and if the Company pays or is required or is compelled to make payment on these accounts by any process of law or otherwise the Lessor hereby authorises and gives his consent to the Company to pay the amount without any reference to him and the Lessor further authorises the Company to deduct the amount so paid from the rent or otherwise recover it from him. If the said land and structures constructed thereon are assessed as one unit and/or there is one composite assessment in respect of the said land and structures then the aforementioned taxes mentioned in Clause 2(b) and 3(a) will be payable by the Lessor excepting water taxes/charges, fire rates/charges, conservancy charges and petrol pump fee which will be payable by the Company.

H. S. Khan

H. S. Khan

- (b) Not to use or permit to be used any of the adjoining premises of the Lessor for carrying on of any business similar to the business intended to be carried on by the Company on the said land and not to do or suffer or permit to be done thereon anything whatsoever which at any time may be or become a nuisance or hazardous to or interference with such business.
- (c) The Lessor shall not any time during the continuation of this Agreement do or permit or suffer to be done upon any land adjoining the Demised Land now or hereafter belonging to or in occupation or under the control of the Lessor any act or thing, nor to bring or permit or suffer to be brought upon such land anything which may preclude the Company from obtaining a licence or renewal of licence under any other law or Rules for the time being in force enabling the Company to use the Demised Land for the purpose of selling or otherwise dealing in or of receiving, storing, treating or handling for distribution of Petroleum Products or any of its products or any kind of trade or business.
- (d) That if the Company shall punctually pay the rent and observe and perform the covenants and conditions on the part of the Company herein contained the Company shall quietly enjoy the Demised Land during the lease period without interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor or otherwise.

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(e) The Company shall have ^{ONE} ~~TWO~~ options to renew this Lease for ^{ONE} ~~TWO~~ further terms of Ten Years each at the rent of Rs. 26400/- (Rupees Twenty Six thousand Four hundred per month for the First Renewal of Ten Years Lease and ^{WITH TEN YEARS ADVANCE} ~~at the rent of Rs. _____~~ (Rupees _____) ~~only~~ per month for the Second Renewal term of Ten Years of lease and on the same terms and conditions as are herein contained except that the rental will be paid on monthly basis and no advance shall be paid and such option shall be exercisable by the Company by notice in writing to the Lessor before the expiry of the current term of lease. The failure to give notice of renewal will not deprive the Company to renew the lease at any time and the Lessor undertakes to renew the lease if the Company at any time so desires.

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 [Signature]

Handwritten signatures:
 [Signature]
 [Signature]

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(f) That the Lessor shall not mortgage or encumber the Demised Land in any manner whatsoever and if at any time, Lessor intends to sell the Land, the Company shall have first option to purchase it.

4. PROVIDED ALWAYS AND IT IS MUTUALLY AGREED AS FOLLOWS:

(a) The Company shall be at liberty to underlet or sublease or assign the Demised Land or any part thereof to any person, firm, or Company, for use for all or any of the purposes aforesaid without any consent of the Lessor.

(b) The Company shall be at liberty to affix, place, or display name-boards, sign-boards, advertisement boards and advertisements and signs of any nature whatsoever in relation to the business of the Company or its sub-leases, assignees or licensees to, in, upon or from any part of the Demised Land.

c(i) If any rent shall be 60 days in arrear the Lessor shall on the expiry of 60 days give notice thereof to the Company in writing to pay the arrears of rent to the Lessor within 30 days of the receipt of notice and notwithstanding of the receipt of notice by the Company, the Company still fails to tender the rent the Lessor shall be entitled to seek redress through Court of Law for payment of rent or any other remedy available under the Law.

c(ii) If the Company shall omit to perform or observe other covenant or condition on the part of the Company herein contained and shall continue for 90 days after notice thereof to the Company in writing, the Lessor shall be entitled to seek redress through Court of Law for the performance or observance of such covenant or condition by the Company.

(d) That the Company shall be at liberty to terminate this lease at any time by giving to the Lessor THREE months advance notice in writing of its intention to so terminate the lease without assigning any cause or reason whatsoever and without incurring any liability financial or otherwise and Lessor shall have no claim or demand whatsoever against the Company.

(e) That upon the determination of this lease for whatsoever reason the Company shall be entitled to remove all buildings, under-ground/overground tanks, structures, Plant and Equipment erected or installed by the Company.

[Handwritten signature]

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THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of Land admeasuring 1421 Sq. Yds.,
or thereabout bearing Khata No. 32/1 Khata No. —
situated on Clifton Road
within the Registration District, Sub-District and Town

ON THE NORTH BY : 50' WIDE Service Road
ON THE SOUTH BY : Operation Plot No 342
ON THE EAST BY : 50' wide road
ON THE WEST BY : Clifton Road

IN WITNESS WHEREOF the parties hereto have executed these presents
the day, month and the year first above written.

WITNESSES

EXECUTED BY THE LICENSING

1. [Signature]
(SIGNATURE)
Mir Ghulam Sultan
(FULL NAME)

[Signature]

Permanent Residential Address 943 Bahadurabad Street W-13 Kye

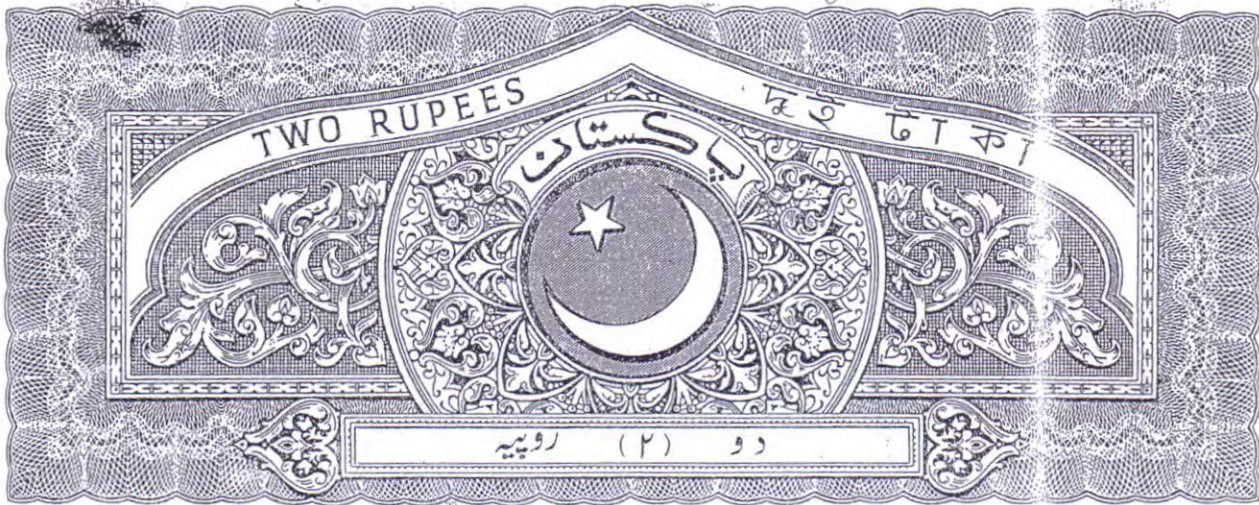
EXECUTED FOR AND ON BEHALF OF
PAKISTAN STATE OIL COMPANY LIMITED

2. [Signature]
(SIGNATURE)
SAQIB SAIED DAR
(FULL NAME)

BY [Signature]
its duly constituted Attorney

Permanent Residential Address 6 Bombay Building Green Street Plaza Square Karachi

11842
26400
38242
11842
2200
33842



PAKISTAN NATIONAL OILS LIMITED

THIS AGREEMENT is made this 21st day of June 1968

between Sahibzada Afzal Mohamad Khan son of Nawabzada Sardar Rameez Mohamad Khan, Muslim, Adult resident of 10, Bonus Road, Karachi (hereinafter called "the First Party" which expression shall where the context so admits include his heirs, administrators, successors, and assigns) of the one part and PAKISTAN NATIONAL OILS LIMITED a Company incorporated in Pakistan under the Companies Act 1913, and having its registered office at Karachi and carrying on business in both East and West Pakistan (hereinafter called "the Company") which expression unless repugnant to the context shall be deemed to include its successors transferees and assigns) of the other part.

WHEREAS the First Party has been granted the lease of the plot of land more particularly hereinafter described in the Schedule by virtue of an agreement dated 25th of January 1968, executed by the Chairman of Karachi Municipal Corporation and the First Party under clause 3(C) of the West Pakistan Municipal Committee's Property Rules 1962.

AND WHEREAS the Company has been granted No Objection Certificate dated 28.2.1968 for the construction of a petrol pump on the said plot.

AND WHEREAS pursuant to the No Objection Certificate the Company has been allowed to take possession and enter into construction on the said plot by the Corporation vide their letter No. L.C.P.T.I./L.S-67 dated 24.4.1968.

Attest
Sahibzada Afzal Khan

[Signature]

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AND WHEREAS the lease will be registered in favour of the First Party by the Corporation after the station has been completed.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- 1) That in consideration of the rent hereby reserved and of the covenants by the Company hereinafter contained the first party hereby agrees to demise unto the Company all that piece or parcel of land having an area of 1421 sq. yards or thereabout and more particularly described in the schedule hereto alongwith all rights, easement and facilities attached to or connected therewith hereinafter called "the Land" to hold the same unto the Company from the 26th day of June 1968 for the term of Ten Years paying therefor a monthly rent of Rs.3250/- for the first Five years of the said term after five years the rent will be enhanced to Rs.3500/- per month payable monthly in advance, in the event of the exercise of option by the Company hereinafter contained.
- 2) The Company hereby covenants with the First Party as followst-
 - a) To pay Rs.75,000/- to the First Party as part payment towards five years advance rent i.e.Rs.1,95,000/- at the time of the signing of this agreement. The remaining amount of Rs.1,20,000/- shall be payable to the First Party before the Registrar at the time of the registration of the sub-lease between the First Party and the Company.
 - b) To pay property tax levied, or leviable by the Municipality or any other competent authority in respect of the said plot of land from the commencing date of this agreement.
 - c) To use the land for the installation and business of a Petrol Service Station and for this purpose the Company shall be entitled to erect on the land underground Petrol Storage Tanks and/or High Speed Diesel Oil tanks, delivery equipment and Petrol Pumps a shelter for attendants and any other building, whether temporary or permanent structures, necessary or usual for the purpose of storing selling or otherwise carrying on trade in petroleum products or business of a like kind.

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- d) To observe all Government and other competent authority rules and regulations applicable and prescribed for the use of the land mentioned above.
 - e) To permit the first party and all persons authorized by him to enter upon the land at all reasonable times to view the state and condition thereof.
- 3) The First Party hereby covenants with the Company as follows :-
- a) That no later than 30 days after construction of the Filling Station is completed by the Company the First Party shall secure the written permission of the Karachi Municipal Corporation to sub-lease to the Company and enter into a proper agreement of sub-lease and execute and register the same on the terms as to rent and otherwise herein contained.
 - b) That if for any reason whatsoever the lease of the said plot is not granted by the Corporation to the First Party or the permission to sub-lease is not granted by the Karachi Municipal Corporation the First Party shall within 7 days of the notice of demand by the Company to the First Party, return the said sum of Rs.75,000/- to the Company and the First Party shall also indemnify the Company for the expenses of construction and for such other damages and losses as the Company might have to suffer, consequent to the refusal by the Corporation to the grant of proper lease to the First Party, or to the grant of sub-lease by the First Party in favour of the Company.
 - c) That the Company paying the rent hereby reserved and performing and observing the covenants and conditions herein contained shall quietly and peaceably hold the land during the term hereby granted without any interruption or disturbance by the First Party or any person claiming under him.
- 4) The Company shall have the option to renew the sub-lease for two further terms of Ten years each on the same terms and conditions as herein contained of each such option shall shall be exercisable by the Company by notice in writing to the Lessor not less than six months before the expiration of the then current term of lease. In order to facilitate the

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the exercise of such option the First Party hereby undertakes to obtain an extension of the lease from the Karachi Municipal Corporation for a minimum period of 30 years.

- 5) As security for the performance of his obligations under this agreement the First Party has deposited the following documents with the Company in original :
- i) Karachi Municipal Corporation Allotment Order
 - ii) Permission for Construction
 - iii) Agreement with Karachi Municipal Corporation dated 25th January, 1968.
- 6) The terms of the agreement so far as not superseded or incorporated in the sub-lease shall remain in full force and effect till such time as the sub-lease between the First Party and the Company has been registered with the Registrar or Sub-Registrar at Karachi.
- 7) Any notice required or permitted to be given hereunder by one party to the other shall be sufficiently given if made in writing and sent by ordinary post to the last known address in the case of the notice to the First Party and to the registered office of the Company in the case of notice to the Company.
- 8) This agreement shall bind for all interests and purposes the heirs, successors and assigns of the Company and the First Party.

Abd. Ghani
Rehman

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

EXECUTED BY the First Party

to say of Ghans
26/6/68

In the presence of :

1. *[Signature]*
2. *[Signature]*

SIGNED for and on behalf of
PAKISTAN NATIONAL OILS LIMITED

BY *[Signature]*
Its Duly Constituted Attorney

In the presence of :

1. *[Signature]*
2. *[Signature]*

26/6/68

MAM:kh

THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land measuring 1421 sq. yards, bearing survey No. 32/1, Sheet No. F.T.3 Frere Town Quarters situated on Clifton Road, within the Registration District, Sub-District and Town of Karachi and the said land is latted and bounded as under :-

NORTH 155' SOUTH 150'
EAST 106'-9" & WEST 54'-9"

AND BOUNDED :

ON THE NORTH BY 50' wide Service Road
ON THE SOUTH BY Open Plot No. 32/2 *M/S*
ON THE EAST BY 50' wide Road
ON THE WEST BY Clifton Road

More particularly described and shown (marked Red) in the plan attached.

EXECUTED BY THE FIRST PARTY

H. S. Khan
26/6/68

In the presence of :

1. *[Signature]*
2. *[Signature]*

SIGNED for and on behalf of
PAKISTAN NATIONAL OILS LIMITED

BY *[Signature]*

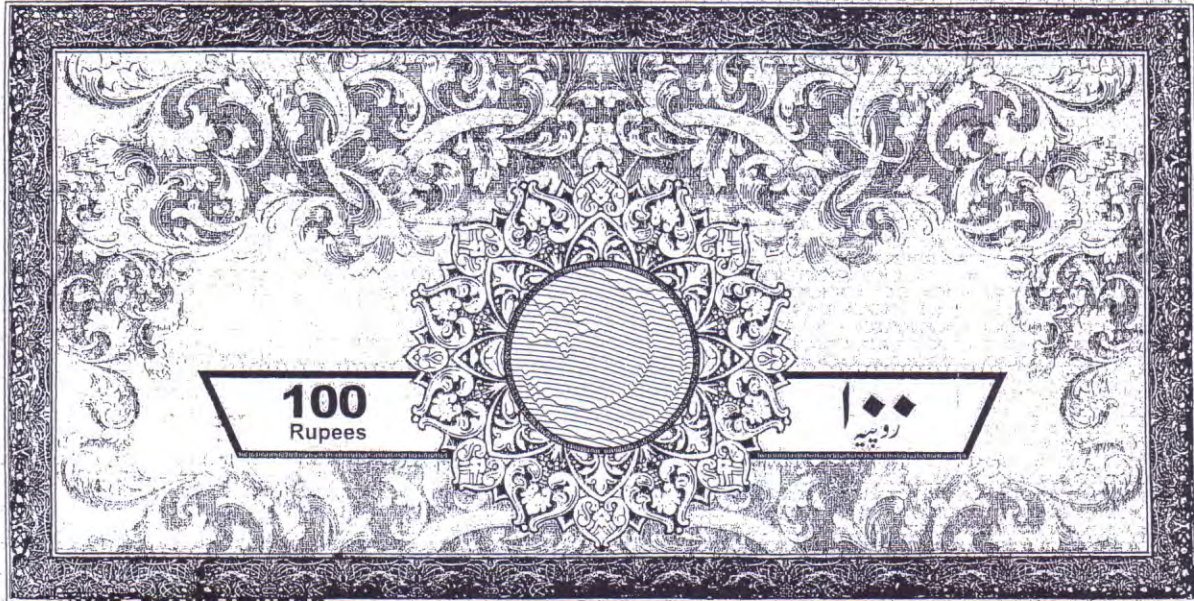
Its Duly Constituted Attorney

In the presence of :

1. *[Signature]*
2. *[Signature]*

MAM:kh

26/6/68



NO. 14 ZAHMED STAMP VENDOR
Licence No. 64, Shop # 3, Karim Plaza,
Block-14, Gulshan-e-Iqbal, Karachi

08 APR 2016

(RUPEES ONE HUNDRED ONLY)

S. No: 28480 Date:
Issued with Address:
Through with Address: Muhammad Yaqoob
Purpose:
Value No: Advocate Ledger No. 1459
Stamp Vendor's Signature:

TO WHOM IT MAY CONCERN
AUTHORITY LETTER

I, FAREEDA SULTAN widow of SAHIBZADA SARDAR M. AFZAL KHAN, do hereby authorize MR. ADIL FOVAD and MR. MUHAMMAD RIAZ to negotiate and settle the issue with the PSO with regard to the property bearing Plot No. 32/1, Sheet No. FT-3, Ferere Town Quarters, Karachi on my behalf.

Karachi,
13/04/2016

SPECIMEN SIGN. OF AUTHORISED PERSONS;

Fareeda Sultan
FAREEDA SULTAN
CNIC.# 42301-7431585-4

(1). MUHAMMAD ADIL FOVAD
CNIC.# 4200007810843

Muhammad Riaz
(2). MUHAMMAD RIAZ
4220103697893