

SERVICE LEVEL AGREEMENT (SLA)

BY AND BETWEEN

PUNJAB URBAN LAND SYSTEMS ENHANCEMENT (PULSE)

AND

COOPERATIVE DEPARTMENT, GOVERNMENT OF THE PUNJAB
(COOPERATIVE DEPARTMENT)

FOR

**DEVELOPMENT, DEPLOYMENT AND MAINTENANCE OF A CENTRALIZED
MANAGEMENT INFORMATION SYSTEM FOR DIGITILIZATION OF
LAND/HOUSING RECORDS ALONG WITH DIGITAL CADASTRAL MAPPING
OF COOPERATIVE SOCIETIES IN PUNJAB :-****PREAMBLE:-**

WHEREAS; The Punjab Urban Land Systems Enhancement (“**PULSE**”) is initiated by the Government of the Punjab. The Board of Revenue (**BOR**) is responsible for project administration and government-wide implementation, the overall objective of PULSE Project is to maintain improved land records and identification of land including housing programs/schemes through cadastral maps;

The project has four main components including:

- i. Digital Land Records and Cadastral Maps for the Land Records Management Information System (**LRMIS**);
- ii. Integrated Land and Geospatial Information Systems and Services;
- iii. Project Management and Institutional Strengthening; and
- iv. Contingent Emergency Response Component (**CERC**).

AND

WHEREAS; The Cooperative Department is empowered to perform such functions as assigned under the Cooperative Societies Act, 1925 and Rules framed there-under, which includes

- (a) Policy Formulation and Planning for Cooperative Societies and Cooperative Banks;
- (b) Organization and regulation of Cooperative Societies. and to make provisions for matters connected therewith and ancillary thereto.

The Cooperative Department, Government of the Punjab regulates the affairs of the Cooperative Societies including Housing Societies in Punjab and is having information and data related to Cooperative Housing Societies in Punjab, being their regulator. Furthermore, Cooperatives Department aims to facilitate the formation and working of cooperative societies for the promotion of thrift, self-help and mutual aid.

This Service Level Agreement is signed by and between

1. The Punjab Urban Land Systems Enhancement (hereinafter referred as **"PULSE"** which expression shall include its successors in interest and assigns) under the administrative control of the Board of Revenue, having its office at 158A, Abu Bakar Block Garden Town, Lahore, Punjab through its **Project Director**, PULSE.

AND;

2. The Cooperative Department, Government of the Punjab (hereinafter referred as **"Cooperative Department"** which expression shall include its successors in interest and assigns) having its office at Cooperatives Department Civil Secretariat, Lahore. through **Registrar**, Cooperative Department, Government of the Punjab;

Now therefore, this agreement is entered into and executed between the parties, as per the following terms & conditions:

(PULSE and Cooperative Department shall individually be referred as party and collectively be referred as "Parties" respectively).

3. Definitions:

- a. "Cadastral Map" means digital survey and maps identifying the extent, value, and ownership of land or building;
- b. "LRMIS" means Land Record Management Information System, initiated and maintained by the Punjab Land Records Authority;
- c. "Parcel" means a unit of land or a residential or commercial building, having definite location and defined boundaries, which may be identified or linked with a unique number;
- d. "PLRA" means Punjab Land Records Authority established under Punjab Land Records Authority Act 2017;
- e. "SLA" means the Service Level Agreement between PULSE and Cooperative Department;

4. General Scope

- i. The Cooperative Department regulates Cooperative Housing Societies in Punjab under the Punjab Cooperative Societies Act 1925; and
- ii. The Cooperative Department is interested to take PULSE on board for digitalization and maintenance of data and also to add the digital cadastral mapping function with the digital data; and
- iii. The digitalization and cadastral mapping of cooperative housing societies shall include overlay of Khasra Numbers as maintained in the record of Board of Revenue/Punjab Land Records Authority.
- iv. The PULSE will update & maintain the land records and provide support to all cooperative societies under the control of cooperative department.
- v. The PULSE shall ensure capacity building of the IT staff at CLTR of Cooperative Department in order to enhance their working and improve the monitoring mechanism.
- vi. The PULSE shall also ensure provisions of Legal support in order to implement the scope and objectives of this SLA.

5. Responsibilities of the PULSE.

- i. The PULSE shall nominate a focal person to perform the services and achieve the objectives under this Agreement, PULSE shall share contact details of focal person with Cooperative Department immediately after signing of this agreement;
- ii. The PULSE shall provide technical assistance and services to Cooperative Department, in order to achieve the objective(s) of this Agreement;
- iii. The PULSE shall ensure the integration of existing digital record (if any) into the centralized digital/computerized system as proposed by the PULSE;
- iv. The PULSE shall ensure the scanning (if required) and digitalization of all the records of Cooperative Department after receiving and analyzing the data from the Cooperative Department;
- v. The PULSE shall define data sets in consultation and coordination with the Cooperative Department.
- vi. The PULSE after receiving the complete records (Manual Files & Scheme Layout Plans, Proposed Plan, Approved Plans, Maps) will digitalize(if required) the same along with Cadastral Mapping;
- vii. A unique parcel number will be linked with the geographic information systems to each parcel and shall be ensured by PULSE for its implementation;
- viii. The PULSE shall make sure that all the existing features of the Data of Cooperative Department shall be made intact, furthermore new features and advancements shall be added to the system, as per the requirement;

- ix. The PULSE shall be responsible that the already digitalized processes shall be made part of the system and their technological advancement may be made from time to time;
- x. The PULSE shall be responsible for Development, deployment and maintenance of a comprehensive Centralized System for Cooperative Department;
- xi. The PULSE shall be responsible for development of a cadastral mapping system to identify record land details of the record submitted by various housing societies under Cooperative Department;
- xii. The PULSE shall properly maintain the database with identification of owners and other interested parties in order to secure the rights of all concerned through the proposed system;
- xiii. The PULSE shall integrate the pictures/images with the LRMIS system;
- xiv. The PULSE shall Collect and compile data from Cooperative Department for the smooth development and functioning of the system;
- xv. The PULSE shall ensure provision/availability of range of analytical & reporting tools with valuable insights in the system;
- xvi. The PULSE shall arrange Training to Cooperative Department's staff and end users on the new centralized application and shall assist the staff in smooth functioning of the system;
- xvii. The PULSE shall ensure that system is updated from time to time and proper access shall be provided to the Cooperative Department in order to use the data and information for lawful purpose and to achieve the objectives of the Cooperative Department;
- xviii. The PULSE shall ensure utilization of entered data (Member's profile, Plots Information, Society Land Information, Society Registration Profile, digital layout plans etc.) in various modules of existing CLTR system of Cooperative Department, to avoid duplication of efforts;
- xix. The PULSE shall further ensure Land Use Verification/ Physical Survey may be made part of the draft by using latest technologies i.e. GIS based editable mobile application, printed spatial data, DGPS and total station based etc. as adopted by the PULSE for recording the land records of urban areas as it is required to verify the anomalies and accurate the formed special data to improve the layout plan monitoring and real time control by the Cooperative Department;
- xx. The PULSE shall provide proper maintenance & technical support services to ensure the smooth functioning of the system; and

- xxi. The PULSE shall develop and link the digital payment module with the system to deal with all transfer cases.

6. Responsibilities of the Cooperative Department.

- i. The Cooperative Department shall nominate a duly authorized focal person on its behalf to coordinate with PULSE and Cooperative societies in order to achieve the objectives of this agreement, Cooperative Department shall share contact details of focal person with PULSE immediately after signing of this agreement;
- ii. The focal person shall be responsible for in-time provision of information and data, including data in digital form (if available), to the PULSE;
- iii. The Cooperative Department shall provide Manual record Files & Scheme Layout Plans, Maps of the Cooperative Societies to the PULSE for digitalization;
- iv. The access and availability of existing digital record (attribute data) shall be provided to the PULSE by Cooperative Department;
- v. The Cooperative Department shall share the data and existing Management Information System (MIS) related to Land and Property transfer developed by Punjab Information Technology Board ("**PITB**"), through the focal person, with the PULSE;
- vi. The Cooperative Department shall ensure the usage of new system of PULSE by Cooperative Societies; and
- vii. The cooperative department shall ensure the timely transmission of PULSE service charges from cooperative societies.

7. Scope of Services

- i. Archiving and digitalization of property record;
- ii. Digitization of allotment letter/possession letter/transfer letter;
- iii. Transfer of allotment rights through digitization;
- iv. Issuance of completion certificate, possession slip, challan of payment;
- v. Development, deployment and maintenance of a comprehensive System;
- vi. Development of a cadastral mapping system to identify record land details;
- vii. Integration of pictures/images;

- viii. Provision of range of analytical & reporting tools with valuable insights, the database shall be able to produce reports in accordance with the requirement from time to time;
- ix. Training to Cooperative Department's staff and end users on the new proposed application/system;
- x. Maintenance & support services of the CLTR Land Module of Cooperative Department, in order to ensure the smooth functioning; and

8. General Provisions

- i. Any revision or amendment of this Service Level Agreement shall only become valid after such revision or amendment was accepted in writing by both the parties; and
- ii. Any difference derived from the interpretation or application of the provisions of this Service Level Agreement shall preferably be solved amicably through mutual consent.

9. Dispute Resolution Mechanism

- i. If the matter is not resolved amicably through mutual consent, it shall be referred to the committee as an **"Alternate Dispute Resolution Mechanism"**, the committee shall comprise of one representative nominated by Project Director, PULSE and one representative by the Secretary, Cooperative Department, Government of the Punjab;
- ii. Any dispute or difference arising out of this agreement, which remains unsettled even through **"Alternate Dispute Resolution Mechanism"** mentioned above; the matter shall finally be settled under the provisions of the Arbitration Act 1940 (Act No. X of 1940) and rules made thereunder as amended from time to time. The venue of arbitration shall be Lahore, Pakistan.

10. Term and Termination

- a) This agreement shall take effect from the ____ day of June, 2023;
- b) This agreement shall be for a period of **Three years** beginning from the above date and may be renewed thereafter for such period or periods as may be mutually agreed by the parties;

- c) Parties may terminate this Agreement by giving a written notice of three (03) months to the other party. Both parties shall ensure that other party is kept informed with necessary cooperation during the notice period, in order to avoid any loss to either of the party; and
- d) Upon any expiration or termination, the Parties shall promptly, as applicable: pay all amounts due and payable; return Confidential Information and/or Data as described above; return equipment and/or materials; and return all means of access, databases and/or other electronic and other information.

11. Cost and Payments

- a) The User shall pay Rs. 2000/- to PLRA as **Service charges for system development & maintenance by PULSE** under this Service Level Agreement, against every transaction/transfer of property; and
- b) Both the parties shall do the monthly payment audit with mutual cooperation in order to ensure smooth operations.

12. Severability

If at any time, any provision of this Agreement is and/or becomes, in whole or in part, illegal, invalid or unenforceable in any respect under the laws of any applicable jurisdiction, neither the legality, validity, or enforceability of the remaining provisions of this Agreement hereof, nor the legality, validity, or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

13. Indemnity

- i. The PULSE hereby agrees, that it shall remain responsible to the Cooperative Department for any loss, damages, costs, charges and expenses incurred due to failure of IT support or System developed and provided by it; and
- ii. The Cooperative Department agrees to indemnify and keep the PULSE indemnified and harmless for all the times against any litigation, proceedings, inquiries etc. loss, damage or any other liability or consequential loss sustained or incurred by the PULSE

on account of any incorrect or inaccurate/incorrect information/data and/or default or negligence by or on behalf of the Cooperative Department.

14. Waiver

The failure of either party to exercise any of its rights hereunder or to insist upon the strict compliance with the terms and conditions hereof by the other party shall not constitute a waiver of any rights under this Agreement, including the right at any time to require strict compliance with all terms and conditions.

15. Benefit of the Agreement

This Agreement shall ensure to the benefit of and be binding upon PULSE and Cooperative Department, including their respective successors and permitted assigns.

16. Governing Law

This Agreement shall be governed by and construed in accordance with Laws of Pakistan and courts of Lahore shall have exclusive jurisdiction.

17. Notices/Communications

(a) All notices or communications ("Notices") permitted or required to be made under this Agreement shall be in writing and shall be served/delivered by either of the parties by registered mail, SWIFT, private courier and/or facsimile transmission (with true copy to follow); properly addressed to the party concerned at the addresses mentioned above in the head note of this Agreement.

18. A Change of Address

In case of change of address of the either party, the same shall be communicated to other party in writing immediately.

19. Confidentiality

Each Party for itself assignees, transferees and successors in title hereby expressly undertakes and covenants with the other Party to keep in strictest confidence any information obtained from the other party of whatsoever nature which relates in any way to this Agreement. No Party shall disclose other than to each other or to their respective directors, or to their duly authorized employees or as required by legal process any such information

and then only to the extent necessary to achieve the purposes of this Agreement.

20. Force Majeure

If for any reason of Force Majeure, continuation of any of the services under this Agreement becomes impracticable, all parties may agree to extend the duration of this Agreement by the period for which the Force Majeure event/s persist. For the duration of such period, temporary or alternate modes for the transmittal of data and of transfer of funds may be agreed upon between the parties. Force Majeure is not limited to acts of God, War, riots, hostilities, revolutions, civil commotions, strikes, epidemics, accidents, fire, floods, earthquakes, explosions, blockades but may include any other cause beyond the control of the either party. Any Party seeking to rely on any Force Majeure event shall promptly notify the other Party of such Force Majeure within forty eight (48) hours of first occurrence specifying the nature of the Force Majeure event and the manner in which performance is affected. Failure of electricity, failure of computer hardware and software will not be considered as Force Majeure.

21. Warranties

Each of the Parties hereto warrants to the other that: (a) it has the power and authority to enter into this Agreement, perform its obligations hereunder and has obtained necessary approvals to do so; and (b) the obligations hereunder are enforceable against it in accordance with their terms.

22. Amendments

Amendments to the Agreement shall only be made in writing with written mutual consent of both Parties. Such amendments/addendum will be deemed to be an integral part of this Agreement.

23. Entire Agreement

This Agreement and its Schedules if any represent the entire agreement relating to the subject matter hereof and supersedes all prior communications relating thereto, oral or written, if any. The parties shall have the right to modify/amend/add/delete the provisions of this Agreement and its Schedules, by written consent and such changes when introduced in writing shall form an integral part of this Agreement and its Schedules.

IN WITNESS WHEREOF the parties hereto executed this Agreement on the date hereinabove written.

For and on behalf of **PULSE**
Name: Asim Saleem
Designation: PD
CNIC No.: 33302-2216386-3
Signatures: [Signature]

For and on the behalf of **Cooperative Dept.**
Name: ISHFAQ AHMAD CA
Designation: Registrar cooperatives.
CNIC No.: _____
Signature: [Signature]

WITNESSES:
1. [Signature]
(Signature)
Name: Faiz-ul-Hassan
CNIC No.: 36302-4347103-1
2. _____
(Signature)
Name: _____
CNIC No.: _____

WITNESSES
1. [Signature]
(Signature)
Name: MUHAMMAD ARSHAD
CNIC No.: _____
2. [Signature]
(Signature)
Name: Mah-e-Muneer
CNIC No.: 352022612982-2