

Rs. 500/=Per Set

Serial No. 0089 /20



**KARACHI DEVELOPMENT  
AUTHORITY**

**INDENTURE OF LEASE**

**BETWEEN**

**KARACHI DEVELOPMENT AUTHORITY**

**AND**

\_\_\_\_\_

\_\_\_\_\_

in respect of Plot/Quarter No. \_\_\_\_\_

Block/Sector No. \_\_\_\_\_

Sub-Block/Sub-Sector No. \_\_\_\_\_

Improvement Scheme No./Township \_\_\_\_\_

Namely \_\_\_\_\_ Karachi.

*This Indenture of Lease* is made at Karachi on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_ (20 \_\_\_\_\_) BETWEEN THE KARACHI DEVELOPMENT AUTHORITY, In corporated by President's Order No. 5 of 1957 read with Karachi Development Authority (Revival & Amending) Act-2016, Sindh Act No-XVI of 2016 hereinafter called "THE LESSOR" (Which expression wherever context so admits or require be deemed to include persons deriving title under it, and successor in Office & assigns) of the one part AND.

Mr./Mrs./Miss/Mst. \_\_\_\_\_  
 S/o, D/o, W/o, Wd/o \_\_\_\_\_  
 Resident of \_\_\_\_\_  
 Holding National Identity Card No. \_\_\_\_\_  
 Through Attorney/Sub-Attorney \_\_\_\_\_  
 S/o, D/o, W/o, Wd/o . \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 Holding Computerized National Identity Card No. \_\_\_\_\_

hereinafter called "THE LESSEE" which expression wherever the context so admits or requires be deemed to include the persons deriving title under him/her/ them of the other part.

WHEREAS the Lessor in exercise of the powers vested in it under the President's Order No. 5 of 1957, read with has executed an Improvement Scheme No. \_\_\_\_\_ and the Lessor being seized and possessed of all lands included herein free from all encumbrances, lien and attachment, has allotted plot of Land/Quarter bearing No. \_\_\_\_\_ Sub-Block/Sub-Sector No. \_\_\_\_\_ Sector No./Block No. \_\_\_\_\_ in the above said Township/Expansion Scheme to the Lessee upon his/her/their application and Whereas the Lessee has paid the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being the full Occupancy Value of the Plot / Quarter at the rate of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) per sq. yard and in addition has paid a sum of Rs. \_\_\_\_\_ only being one year rent advance for the said plot of land / quarter at the rate of Rs. \_\_\_\_\_ per sq. yard per annum and is entitled to a lease of the said plot of land/quarter for a term of 99 years. Now this Indenture Witnesseth as follows.

1. In consideration of the rent hereinafter reserved and of the covenants by the Lessee herein contained, the Lessor does hereby lease and demise unto the lessee all that piece or parcel of land bearing Plot/Quarter No. \_\_\_\_\_ Sub-Block/Sub-Sector No. \_\_\_\_\_ Block/Sector No. \_\_\_\_\_, measuring \_\_\_\_\_ sq.yds. or thereabout as delineated upon the plan hereto annexed and thereon coloured pink situated at the site of Lessor's Improvement Scheme/Township/No. \_\_\_\_\_ for \_\_\_\_\_ area in Registration District, Sub-District and city of Karachi Police Station \_\_\_\_\_ and butted and bounded as follows:

On the North by  
 On the South by  
 On the East by  
 On the West by

To hold the said plot (on which quarter has been constructed) unto said Lessee for a term of 99 years commencing from \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_\_. Excepting and Reserving unto the Lessor at all times hereafter the right of passage and running of water and soil, electricity, telephone or any other service or services from the adjoining and neighboring lands and the building now erected thereon through sewers, drains, pipes and channels in or under the land hereby demised and to make connection with such sewer, drains, pipes and channel or any of them for the purpose of exercising the said right of running of water and (soil) ( \_\_\_\_\_ ) yielding and paying there for during the said term the clear yearly rental of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) at the rate of Rs. \_\_\_\_\_ per sq. yard per annum or part there of payable in advance every year on or before the first day of April.

**2. The Lessee covenants as follows:-**

(1) During the continuance of the term thereby granted to pay the respective rents and other sums of money herein reserved and made payable at the time and in the manner herein reserved.

(1-A) The terms and conditions on which the allotment has been made shall have to be abide by the Lessee apart from these contained hereunder.

(2) The Lessee shall pay, in addition to the rent hereby reserved to the Lessor, or to any local authority all taxes, rates, assessment, duties, charges and imposition of every description which now are during the said terms shall be charged, assessed or imposed upon by the Lessor or by any lawful authority in respect of the demised land or any building, erection, structure or any matter or thing thereon.

(3) If the said rent reserved or any other dues be not paid on the due date, a surcharge at the rate prescribed by the Lessor from time to time shall be charged upon the said outstanding amount.

(4) If at any time the said annual rent and Surcharge thereon, if any, or additional rent and/or any other dues remain in arrears for a period of two years or over, the Lessor shall be entitled to forfeit the lease and to resume possession of plot/quarter allotted to the Lessee.

(4-A) The lessee undertake to pay on demand the additional development charges over and above the occupancy value already paid at the rate fixed by the Lessor from time to time.

(5) The said plot/quarter shall not be sub-divided or amalgamated with any other plot/quarter except with the previous consent in writing of the Lessor and subject to such terms as the Lessor may from time to time impose.

(6) The Lessee shall not without the previous permission of the Lessor obtain in writing be entitled to any right of access of light or air or any other easement to the Building erected or to be erected by the Lessee on the said land hereby demised which would restrict or interfere with the user of adjoining or neighboring land or building or any other purpose.

(7) The Lessor shall always have right and be entitled without obtaining any consent from or making any compensation to the Lessee to deal as the Lessor may think fit with any of the land adjoining opposite or near to the demised plot/quarter and to erect or permit to be erected on such land and building what soever, not with standing that such building may affect or diminish light or air which may now or part thereof.

(8) The Lessee shall construct a building on the demised plot according to the approved plan within \_\_\_\_\_ years of the service of the order of Possession by the Directorate of Land Management, KDA. The said plot and the building and structure thereon shall be used for \_\_\_\_\_ purpose only for which it was allotted and it shall not be diverted either whole or any part thereof to any other use without the previous written consent of the Lessor. For breach of this covenant the Lessor shall be entitled to forfeit the lease and to resume the plot/building and to forfeit 10% of the total Occupancy Value.

(9) At any time during the said term the Lessee shall not without the previous written consent of the Lessor erect or suffer to be erected any building or erections or make or construct permanent roads or ways on the demised land nor without the like consent to make any

(10) The Lessee shall pull down and remove forthwith any building erection alteration or addition erected or made in contravention of the provision herein above stated and in breach of the Lessee's covenants and shall immediately rectify the consequences of such breach.

(11) The lessee shall not use the demised plot / quarter or any building or structure thereon or suffer the same to be used for any business, manufacture or occupation or for any purpose or in any manner which adjoin or other premises in neighborhood.

**For Commercial Plots Only:**

(12) The Lessee shall not carry on or permit to be carried on upon the demised plot or any building or structure thereon any business of a licensed retailer or wines or spirits, restaurant keeper or caterer. He/she/they shall not use any part thereof as Office or Business premises, place of amusement, theater or cinematograph and shall prevent all bad and doubtful characters being harboured therein an any gambling taking place thereon, unless the plot has been allotted for such purposes or a previous written consent of the Lessor has been obtained.

(13) The Lessee shall maintain proper and effective arrangements for the disposal of debris and other waste, and shall at his own costs connect the house drainage system of the demised plot/quarter to the nearest public sewer.

(14) The demised plot or any building or structure thereon shall not be used by the Lessee for the purpose of advertising or display of any advertisement, poster or notice without the written permission of competent authority K.D.A. (Lessor) on payment of necessary prescribed fee.

(15) The Lessee shall keep the said plot and the buildings and structures thereon in clean and sanitary condition according to the directions of the Lessor or any Officer duly authorised by it in that behalf.

(16) The Lessee shall permit the Lessor and its contractors, agents, servants or workers at all reasonable times to enter upon the said plot/quarter and the building and structures thereon for the purpose of ascertaining the observance of these covenant or maintaining, testing or repairing service mains, pipes, cables, drains, sewers or culverts as may be necessary or as occasion may require.

(17) The Lessee shall not use or permit the use of any part if the demised plot or any building or structure thereon for public religious worship.

(18) The Lessee shall instal and maintain in effective use and operation such latrines and septic tanks and adopt such measures against the commission of nuisance as may be necessary to keep the plot demised and the building and structure thereon in a completely sanitary condition.

(19) The Lessee shall not interfere with and shall make all provisions and take all precautions against fouling electric, telephone or telegraph lines, cables and inclines, drains or sewers or any service line communication which may at any time be upon or running through the demised plot.

(20) The Lessee may sell, gift, or transfer, assign or mortgage his/her/their rights in respect of demised plot/premises provided, he has obtained previous permission of the Lessor subject to payment of the fee prescribed for the purpose by the Lessor from time to time. Such transfers shall in every case be subject to the conditions of this lease, provided always that the liability of the transferer shall continue until a written notice of transfer duly signed by the transferer and the transferer is served on the Lessor and the dues have been paid.

(20-A) The Lessee shall have the right to transfer his/her rights under the Lease with the previous written consent to the Lessor subject to the condition that the proposed transferee or transferees also agree in writing to abide by all the terms and conditions of this lease and subject to further payment by the Lessee to the Lessor prescribed transfer fee as fixed from time to time.

(20-B) (Applicable in case of the Lessee is a Govt. servant or employee of Semi-Govt. Organisation who has been allotted a plot out of the reserved quota):The Lessee shall not sell, gift, assign, sublease or otherwise transfer his rghts under this lease for a period of six years commencing from the date of issue of the order of Allotment to him/her.(except that he/she can mortgage the plot for the purpose of raising loan to construct the building on the demised plot.)

(20-C) The lessee shall be entitled subject to the conditions contained in this lease deed to sub-lease any unit of the constructed house/shop/flat to any person and to permit the sub-lease to mortgage assign his rights in the said sub-unit for the purpose of raising loan from a loan giving agency. provided that the Lessee shall furnish the detailed particulars of the sub-

Lessee together with documentary evidence to the Lessor. The Lessee shall however, pay the sub-lease charges and the fee for issuance of permission to mortgage/assign to the Lessor as fixed from time to time, before allowing sub-lease. In case of default, this lease deed is liable to be forfeited/cancelled by the Lessor and to resume the plot/building for disposal.

(21) The Lessee shall comply with all the provisions of the existing as well as future laws, and shall observe the existing as well as the future rules and regulations of the Lessor. The Lessee binds himself to pay the additions of the Lessor. The Lessee binds himself to pay the additional Development Charges over and above the Occupancy value already paid, as determined by the Lessor as and when demanded from time to time.

(21-A) In case the Building constructed there on is being mis-used the Lessor after service of a Show Cause Notice shall be entitled to forfeit/cancel the lease deed and to resume the plot/building for disposal.

(21-B) That in the event after execution of the lease it is noticed or found that the Lease has been obtained by fraud Misrepresentation or Concealment of facts or on the basis of the forged and fabricated documents, the Lessor will be competent to cancel the Lease and to resume possession of the Plot/Quarter after serving a 30 days notice to the allottee/Lessee.

(21-C) The Lessee or the subsequent owner shall pay the difference of Occupancy Value or any other dues accrued against the plot, if detected at a later stage.

(22) To indemnify and keep the Lessor and the Society well saved and harmless from and against every claim or demand whatsoever arising from any act or default of the Lessee and every suit action or proceeding in respect of the same and keep the demised land and the building and structures thereon free from legal process.

(23) If the plot is not utilized within the prescribed period and extension is given in the period of construction (at the sole discretion of the Lessor), the Lessee shall pay a Penalty at such rate of percentage of such occupancy value as determined by the Lessor for or before such extended period. The period of construction is extendable on yearly basis up to maximum of 5 years (over and above the normal construction period) subject to payment of the penalty. In case the plot is not utilized up to a maximum limit mentioned above, the lease deed shall be forfeited and the plot shall be resumed by the Lessor.

(24) Time shall be the essence of this agreement and lease shall be cancelled if construction is not completed within the period specified by the KDA.

(25) All the arrears due from the Lessee in respect of the said plot/quarter shall also be recovered as Arrears of Land Revenue Apart from the forfeiture of the lease in case of default.

**(26) (Applicable to Industrial Plots only:)**

- a) The Lessee shall not put the demised plot to any use other than the establishment and running of an Industrial Unit. This condition is the essence of the contract and breach thereof shall make the lease liable to cancellation by the Lessor and forfeiture of 20% of occupancy value paid by the Lessee after service of due notice in writing on the Lessee.
- b) If the Lessee desires to use the plot for an Industry other than the one for which it was allotted on the grounds that such use would be more advantageous to the community or for any other reason, Lessee shall have to obtain prior permission of the Lessor subject to payment of the fee prescribed by the Lessor for the change of trade.
- c) It shall be the exclusive responsibility of the Lessee to obtain permission for raising construction and for running the Industry from the competent authority or authorities including the Distt. Magistrate, Police Deptt. etc, and to obtain Import Licence for the Machinery equipment etc.
- d) If the Lessee fails to comply with any of the terms and conditions of this deed, or he is subsequently found to have secured the premises by misrepresentation or if he is found otherwise unsuitable or not to have means to run the industry for which the plot has been lease out, the lease shall be cancelled by the Lessor and the Lessee shall be ejected therefrom in addition to all other penalties prescribed under this deed along with any other action that may be taken by the Lessor against the Lessee for mis-representation.

(27) On cancellation of the lease due to breach of any of the terms and conditions contained in this deed, the Lessor shall eject the Lessee, enter upon the plot/quarter and take over the possession of all the buildings, structures, materials, machinery, equipments or other things found thereon and the Lessor shall also be entitled to dispose of by public auction all such buildings, structures, materials equipments etc. and recover all its out standing dues along with the penalties and damages of all kinds from the sale proceeds of the same. The balance of the sale proceeds, if any may be returned by the Lessor to the Lessee.

(28) (Applicable in case of Lessee being a partnership firm or a Joint Stock Company) It is hereby expressly agreed and declared that the liability under these presents, if the Lessee is a partnership firm shall be of all the of the partners jointly and severally and if the Lessee is a Joint Stock Company shall be the shareholders in accordance with law.

(29) In the event of any question or dispute arising under or in connection with these presents (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the award of the Chairman, KDA, Karachi or his nominee as a sole Arbitrator and the decision of the Arbitrator shall be final and binding on the parties and the provisions of the Arbitration Act 1940 and the rules and any statutory modifications thereof shall be deemed to apply to and be incorporated in these presents. Upon every and any such reference the assessment of the cost of incidental to the reference and award respectively shall be in the discretion of the sole Arbitrator.

(30) Should the Lessee commits any breach of these presents not herein specially provided or should he neglect to comply with any directions given to him by the Lessor or the Authority or in any respect fail to carry out his obligations under these presents for the reasons not beyond his control, the Lessor shall have the powers to declare the lease at an end and on such termination of the lease the Lessee will have no further claim whatsoever against the Lessor except at the option of the Lessor (such option to be exercised within six months of such termination) to receive the capital value of the building(s) standing on such plot, and failing the exercise of such option by the Lessor, the Lessee shall be entitled to enter upon the premises within six months after the expiry of the seized six months to remove such building(s) and on failure to remove the same or any portion thereof within the said period of six months such building(s) materials or such portion thereof as is not so removed shall belong absolutely to the Lessor.

3. **THE LESSOR HEREBY** covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part to be observed and performed may peaceably hold and enjoy the said plot/quarter hereby leased during the continuance of the term hereby granted without any interruption or eviction by the part of the Lessor or any person or persons rightfully claiming from, under or in trust for the Lessor Provided that nothing herein contained shall limit or restrict the user of any land or building in the neighborhood of the demised plot.

4. **PROVIDED ALWAYS** and it is hereby agreed and declared as follows:-

(1) If and whenever the said yearly rent hereby reserved or any part thereof or any other dues payable by the Lessee shall be in arrears for 21 days after the same shall have become due (whether lawfully demanded or not) or whenever the Lessee shall at any time fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained and on his part to be observed and perform or the lease has been obtained by misrepresentation, misstatement, concealment of fact, fraud forgery on the basis of fake documents etc. then it shall be lawful for the Lessor or any person or persons duly authorised by it in that behalf into or upon the demised land/quarter or any part thereof in the name of the whole to entitled to forfeit the lease, to re-enter and to take possession of the same and all buildings, erections, materials etc. and the like thereon and peaceably to hold and enjoy thenceforth without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any covenants by the Lessee herein before contained.

(2) If on the expiry of the period of lease the Lessee desires its renewal and the lease has not been determined earlier for breach of any of the terms and conditions on the part of the Lessee, or has not become liable for cancellation for any such reason, he/she shall be entitled to a renewal of the lease for such further period and upon such revised terms as the Lessor may determine or condition of his paying at the time of renewal, such revised rents as may be fixed by the Lessor with a right to a fresh renewal on the expiration of each per 100 period of renewal. But should the Lessee not desire such renewal, or not consent to any of the conditions imposed by the Lessor as aforesaid or should the lease be forfeited on account of breach of any of the conditions there of as above stated, the said plot hereby leased, shall revert to the Lessor and all buildings fixtures, erections and all materials or like thereon shall on such expiration or determination of the lease become the absolute property of the Lessor, provided that for a period of six months from the date of such reversion the lessee shall have the right to remove all such building, erections, materials or like as are his property. Any building, erection, materials or like not removed within the said period shall become the absolute property of the Lessor free from all encumbrances and without payment of any compensation whatsoever by the Lessor for or not in respect of the same.

(3) The Lessee shall intimate any change in his/her postal address. Any notice shall be deemed to have been sufficiently served on the Lessee if forwarded to him/her by Registered post addressed to his last known address or if delivered by hand at the demised plot. A notice sent by registered post shall be deemed to have been given at the time when in due course of post it would be delivered at the address.

IN WITNESS whereof the parties above named have hereunto set their respective hands and Seals at Karachi on the day, month and the year first above mentioned.

Signed, sealed & delivered by the within named KARACHI DEVELOPMENT AUTHORITY in the presence of:

The common Seal of :  
KARACHI DEVELOPMENT AUTHORITY

(Checked by)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Dealing Clerk / Supdt.

Assistant Director (Rec)  
KARACHI DEVELOPMENT AUTHORITY

The Seal of the KDA was affixed hereto this \_\_\_ day of \_\_\_\_\_ 20\_\_\_

Signed & delivered by the within named:

DIRECTOR  
Directorate of Land Management  
KARACHI DEVELOPMENT AUTHORITY  
LESSOR

LESSEE:

In presence of :

Plot No. \_\_\_\_\_ Block No. \_\_\_\_\_ Scheme \_\_\_\_\_

LESSEE: