

*Handwritten signature*

PROPERTY SOLD OUT  
File Serial No.....  
Dated .....



Serial No.

Presented at the office of the  
District Registrar of Karachi between  
the hours of and /P.M.  
on the 19

District Registrar, Karachi.

GOVERNMENT OF PAKISTAN  
MINISTRY OF WORKS IRRIGATION AND POWER  
(FOR KARACHI CO-OPERATIVE SOCIETIES)

KARACHI.

Pakistan Employees' Co-operative Housing Society, Ltd.

Form "B"

This agreement of lease made at Karachi this.....day  
of..... One thousand nine hundred and fifty.....  
between the President of Pakistan hereinafter referred to as the Lessor  
(which expression shall include his successor in office and assigns) of the  
one Part and the Pakistan Employees Cooperative Housing Society Limited  
Karachi, registered under the Bombay Cooperative Society Act. 1925  
(Bombay Act VII of 1925) and having its registered office at Dadabhy  
Nourowjee Road, Karachi No. 29, hereinafter called the "Society" (which  
term shall include its successors, executors, administrators, representatives  
and assigns) of the second Part: and.....

hereinafter called "the Lessee" (which term shall include his heirs,  
successors, executors, administrators, representatives and assigns) of the  
third Part :



Whereas by a deed dated 6th August 1958, registered in the office of the Sub-Registrar, Karachi at No. 2227 at pages 91 to 116 vol. 442 of book No. 1 Addl., hereinafter called the Main Agreement executed between the lessor and the Society (therein respectively described as the Landlord and the Licensee) the Lessor granted a licence to the Society to enter upon an area of land measuring 1268 acres or thereabout, therein described, for the purpose of developing it and constructing building thereon in the manner and on the terms and conditions therein appearing :

And whereas in pursuance of clause 6 (a) of the Main Agreement by a deed dated \_\_\_\_\_ No. \_\_\_\_\_ registered at pages \_\_\_\_\_ Volume \_\_\_\_\_ of Book No. \_\_\_\_\_ (Hereinafter called the agreement Form "A") the Society granted unto the Lessee (therein described as Sub-Licensee) a Sub-licence permitting the Lessee to enter upon a plot of land bearing No. \_\_\_\_\_ (Survey Sheet No. 35/P/1) measuring \_\_\_\_\_ square yards (or thereabout), hereinafter described for the purpose of constructing a building thereon in accordance with the terms and conditions therein contained and contained in the Main Agreement which *inter alia*, provided that the Lessee upon the completion of the building and upon payment of certain development charges to the Society will be granted a lease by the Lessor for the said plot in Form "B" annexed to the Main Agreement.

And whereas the Lessee has completed the building and has complied with the said terms except that he has not so far paid fully and finally the proportionate development charges because the development of the entire area in respect of which the licence was granted to the Society under the Main Agreement is not yet complete

And whereas the Lessee has made full payment of premium to the Society at Re. 1/- per square yard in respect of the plot leased hereunder, and the Society hereby acknowledges the receipt of the premium.

And whereas, notwithstanding that the full development charges have not been paid by the Lessee, he has requested the Lessor for the grant of a lease of the area hereinafter described for a period of 99 years and the lessor has agreed to grant a lease of the same.

NOW THIS INDENTURE WITNESSETH that the lessor does hereby lease and demise unto the Lessee all that plot of land situated in the territorial division of the Society, of the Registration District, Sub-District and City of Karachi, bearing No. \_\_\_\_\_ survey Sheet No. 35/P-1 in



the layout. Map of the Society containing 2 square yards of the dimensions hereinafter immediately below set forth and delineated and bounded:

on the North by \_\_\_\_\_

on the South by \_\_\_\_\_

on the East by \_\_\_\_\_

on the West by \_\_\_\_\_

To hold the said plot unto the said Lessee for a term of 99 years commencing from the first day of January one thousand nine hundred and fifty eight on the the following terms and conditions:

1. The Lessee shall pay to the Lessor an annual rent of Rs. 7 in advance on or before the 1st. day of April every year in respect of the said plot at the rate of one anna per square yard. If the said rent is not paid within a year from the said 1st. April in each year, payment of such rent shall be enforced by proceeding in any of the modes prescribed by any of the Regulation or Act of the Legislature, now or hereafter to be in force relating to the realization of Government Land Revenues.

2. Besides the rent reserved above, and the premium, (if any) the Lessee shall pay to the Society the proportionate development charges as may from time to time be demanded of him. If the rent reserved or interest due thereon or the development charges or the premium (if any) are not paid as they fall due, the Lessor or the Society as the case may be, shall recover the same as arrears of land revenue; provided that if the premium (if any), the rent or the development charges remains in arrears for a period of two years, then the lease shall be liable to cancellation and provision of clause 9 hereof will apply.

3. The said plot of land and all buildings thereon shall be subject to all Municipal taxes, rates, and charges for the time being in force and which shall be payable by the Lessee.

4. The Lessee shall comply with and observe all the Rules and Bye-laws of the Authority or the local authority incharge of the area as the case may be.

5. The said plot shall not be sub-divided or amalgamated with any other plot 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. If the land adjoining the said plot be the property of or in occupation of the Lessor, the Lessee shall not open any windows, doors, or other apertures overlooking on that land or in any way, interfere with it or acquire right of way over it except with the previous permission of the Lessor.



7. The said plot, and the buildings or erections built or to be built thereon shall be used for residential purposes only, and shall not be diverted to other use without the express consent in writing of the Lessor. For breach of this covenant the Lessor shall be entitled to forfeit the lease and to resume the plot.

8. The Lessee shall, subject to the above conditions, be at liberty to sell, assign, or otherwise transfer his right under this lease, but such transfer shall in every case take effect subject to the conditions aforesaid and to the obligation of observing and fulfilling the same, provided always that the liability of every transferor under this case shall continue until and advance written notice of such transfer signed by the Transferor and Transferee or their duly constituted agents shall have been served upon the Lessor, and the Society.

9. If the Lessee commits breach of any of the conditions of this lease the Lessor shall after sufficient notice to the lessee be entitled at any time thereafter to determine this lease, whereupon, all rights of the Lessee in the said plot of land and in any buildings, erections, building materials, or the like, standing thereon, shall absolutely cease, and it shall be lawful for the Lessor and his officers, on such default, to enter upon the said plot, or any part thereof in the name of the whole, and take possession of the same, and of all buildings, erections, building materials or the like thereon, and hold the same to the use of the Lessor free from all encumbrances created therein, provided that any such buildings, erections, building materials, or the like, may be removed as hereinafter provided.

10. If on the expiry of the period of lease, the Lessee shall be desirous of renewing the lease, he shall be entitled to a renewal of the lease for such further period and upon such terms as the Lessor may determine, on conditions of his paying such rent as may be fixed by the Lessor at the time of the renewal. The Lessee shall similarly be entitled to fresh renewal on the expiration of each 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 thereof as above stated, the said plot hereby leased shall revert to the Lessor, and all buildings, erections, building materials, or the like, thereon, shall on such expiration or determination of the lease become the absolute property of the Lessor, provided always that for a period of six months from the date of such reversion the Lessee shall have the right to remove all such buildings, erections, building materials, or the like as are his property. Any building, erection, building materials or the like not removed within the said period, shall become the absolute property of the Lessor, free from all encumbrances whatsoever.



11. The parties agree that this lease deed will supersede the draft lease in Form "B" annexed to the Main Agreement and shall take effect notwithstanding anything to the contrary in the Main Agreement or the Agreement in Form "A" which otherwise will remain of full force and virtue.

In witness thereof, the parties have set their hands and seal at the day and the year first hereinbefore mentioned.

Signed, sealed and delivered on behalf of the Lessor, by

(1) \_\_\_\_\_

\_\_\_\_\_  
Lessor

Section Officer,  
to the Government of Pakistan,  
Ministry of Rehabilitation & Works

In presence of: -

1. \_\_\_\_\_

2. \_\_\_\_\_

Signed, sealed and delivered on behalf of the Society, by

1. \_\_\_\_\_ Joint Secretary

2. \_\_\_\_\_ Member of Managing Committee

3. \_\_\_\_\_ Member of Managing Committee

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member Managing Committee.

\_\_\_\_\_  
Member Managing Committee.

\_\_\_\_\_  
Society.

In presence of: -

1. \_\_\_\_\_

2. \_\_\_\_\_

Signed by the said Lessee

In presence of: -

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Lessee