

SCHEDULE IX – B

BUILDING LEASE FOR A TERM OF NINETY NINE YEARS  
RENEWABLE FOR FURTHER PERIOD OF NINETY NINE YEARS

This Indenture made the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ BETWEEN the President of Pakistan (hereinafter called the Lessor including his successors in office and assigns) of the One part and Housing Directorate under Adjutant General's Branch in GENERAL HEADQUARTERS Rawalpindi published under Government of Pakistan, Ministry of Defence letter No 7775/951/HD/F.51/D-14/82 of 20<sup>th</sup> May 1982 (hereinafter called the Housing Directorate which shall, where the context so admits, include its executors, administrators, representative and assigns) of the Second Part and \_\_\_\_\_ (hereinafter called the lessee and which term shall where the context so admits include his/her heirs, successors executors, representative allottees and assigns) of the Third Part.

WHEREAS by virtue of rules made under Section 280 of the Cantonment Act 1924 the Military Engineering Officer \_\_\_\_\_ Circle \_\_\_\_\_. Cantonment on behalf of the lessor had a lease dated \_\_\_\_\_ hereinafter referred to as the lease between the lessor and the Housing Directorate, with the confirmation of the Government of Pakistan, Ministry of Defence, letter No 7775/951/HD/F-51/D-14/82 dated 20 May 1982, authorised the Housing Directorate to enter upon the entire area of land shown in the attached plan to the lease of which Plot / Apartment No \_\_\_\_\_ measuring \_\_\_\_\_ is a part and the possession of which had already been taken over by the Housing Directorate and allotted further to its members subject to the terms and conditions contained in the lease.

AND whereas per building plans prepared by the Housing Directorate Adjutant General's Branch, General Headquarters, Rawalpindi, under the Officers' Housing Scheme authorised vide Government of Pakistan, Ministry of Defence (Army Branch) Rawalpindi letter No. 7775/951/HD/F.51/D-14/82 dated 20 May 1982 the said Housing Directorate have constructed and made fit for habitation independent houses / semi-detached houses / multi-storied buildings comprising apartments / flats etc for allotment to its members.

1. NOW THIS INDENTURE THEREFORE witnesseth as under:-
  - i. That in consideration of the lessee having paid the premium of Rs. \_\_\_\_\_ and agreed to pay rent Rs. \_\_\_\_\_ herein reserved and the covenants by the lessee herein contained the lessor does hereby lease and demise into the lessee all that 1/6<sup>th</sup> or 1/8<sup>th</sup> of land undivided share (\_\_\_\_\_) on plot of land and measuring \_\_\_\_\_ square yards on which apartment

Number \_\_\_\_\_ of Building / Block Number \_\_\_\_\_ (Covered area \_\_\_\_\_ Square feet), together with a motor garage Number \_\_\_\_\_ and reserve delineated as per Plan attached OR House / Semi Detached House Number. \_\_\_\_\_ having plot area measuring \_\_\_\_\_ square yards and covered area measuring \_\_\_\_\_ square feet and delineated as per plan attached, for the period ending on \_\_\_\_\_ excepting and reserving into the Lessor at all times hereinafter the right of passage and running of water and sewerage, electricity, telephone or any other service/services from the adjoining and neighboring land and the buildings now erected thereon through sewers, drains, pipes and channels in or under the land on which such demised apartment is constructed and to make connection with such sewers, drains, pipes, channels or any of them for the purpose of exercising the said right of running of water and sewerage yielding and paying thereinafter during the said term on yearly rent of Rs \_\_\_\_\_ payable in advance every year on or before 1st July.

- ii. That the lessee shall have the right in the case of multi-storied apartments/house to use jointly with all other occupants of the same building the stair case, landing, terrace, water tank water supply lines, drainage lines, water pumps and other common amenities of the building and shall contribute portionate share of any expenses incurred on its maintaining, repairing, replacement or constructing the same and the lessee shall be liable and responsible for the maintenance of the apartment leased to him.
- iii. The lessee shall not without the previous consent of the Housing Directorate GENERAL HEADQUARTERS or the lessor in writing be entitled to any right of access or light or air or any other easements to the said premises/house/flat/apartment which shall restrict or interfere with the use of any adjoining building or neighboring land.
- iv. That the lessee may transfer the demised premises/house/apartment to his legal heirs being in- heritable.
- v. At any time during the said term, the lessee shall not without the previous consent of the Housing Directorate GENERAL HEADQUARTERS or the Lessor, erect or suffer to be erected any structures or erections nor without the like consent of the Lessor make any structural alterations or additions, whatsoever, in or to the structure of said apartment/flat/house. Any breach of this covenant by the lessee will render this lease liable to forfeiture and determination/cancellation.

- vi. The Lessee shall pull down and remove forthwith any buildings and additions erected or made in contravention of the provisions herein above stated and in breach of the Lessees covenants, and shall immediately rectify the consequences of such breach.
  - vii. The Lessee shall not use the said apartment or suffer the same to be used for any business, manufacture or occupation or any purpose or in any manner which may be a nuisance to the Lessor or the occupiers of adjacent apartments or premises in the neighborhood.
  - viii. The Lessee shall permit the Housing Directorate GENERAL HEADQUARTERS or the Lessor and its contractors agents, servants or workmen at all reasonable times to enter upon the said apartment for the purpose of ascertaining to observance of these covenants or for maintaining testing or repairing service mains, pipes, cables, drains, sewers or culverts whenever so deemed necessary or as occasion may require.
  - ix. The Lessee shall be responsible to carry out at his own cost all the necessary repairs in the said apartment including the repairs of the floors so as to prevent leakage of the roof of the apartment next below the said apartment, and shall not be entitled to any disbursement of the expenses so incurred or any part thereof from other Lessees of the sub-plot/apartment over which the said apartment is situated, merely on the ground of such situation. In case of failure by Lessee to keep the floor of the said apartment in good repairs, resulting in damage to the ceiling and walls of the apartment next below the said apartment, that Lessee shall be liable to get the ceiling and wall of the apartment so affected repaired and restored to their original conditions at his own cost.
  - x. That in the event of damage to or demolition of the said apartment or any part thereof, by fire storm, earthquake, accident or any other cause the Lessee shall be responsible within a reasonable time to carry out the reconstruction, restoration or repairs as the case may be, at his own cost of the whole structure of the said apartment inclusive of the roof. The Lessee, however, in such a case shall not be liable to reconstruction the roof of the apartment next below the said apartment excepting the plastering or tiling of his own floor No such reconstruction or renovation shall be carried out without the prior approval by the LESSOR. Building plan will be submitted by the lessee for approval by the lessor.
  - xi. The said apartment/flat/house is not divisible.
- II. **AND THE LESSEE BOTH** hereby covenant with the Lessor :-

- i. To pay unto the lessor during the term hereby granted the yearly rent hereby reserved on the days and in / the manner herein before appointed.
- ii. From time to time and at all times during the said term to pay the discharge all rates, taxes charges and assessment of every description which are now or may at any time hereafter during the said term be imposed, charged or assessed upon the premises / house / flat / apartment hereby demised or the landlord or tenant in respect thereof.
- iii. Not to cut down any of the timber / fruit trees or other trees now or at any times hereafter growing on the premises hereby demised without the previous consent in writing of the Military Engineering Officer but to preserve the same in good order.
- iv. Not to make any excavations in the land hereby demised or remove any minerals substances of any description sand or clay from the said land without the consent in writing of and in accordance with the terms and conditions prescribed by the Military Engineering Officer.
- v. Not to assign, mortgage, transfer or sub-lease or create any interest in the premises hereby demised in favour of a foreigner, either directly or indirectly, without the previous permission in writing of the Federal Government.
- vi. Not to assign, transfer or sublease the premises hereby demised without previous consent in writing of the Federal Government.
- vii. The lessee shall offer the premises to the Army for sale, in the first instance and in case the Army authorities are unable to purchase it, the lessee shall be at liberty to dispose it of to any person except foreigners, provided that prior permission in writing has been obtained from General Headquarters (Quarterming Directorate) through Housing Directorate after clearance from local army formation and after payment of necessary transfer fees as approved and fixed from time to time by the Governing Body of the Housing Scheme.
- viii. To make the said residential building available on reasonable rent for the accommodation of Military Officers on payment of rent to be determined on the basis of the annual rental value assessed by the local Cantonment Board/Station HQ. In case the Military Authorities are not interested to acquire the said building on rent, the lessee shall be at liberty to rent out the said building to any other person, except foreigners, for residential purpose only, provided that prior clearance/permission in writing has been obtained from General Headquarters (Housing Directorate) to rent out the said building to a particular person

giving details of the rentee. This permission will be necessary for every change of tenancy and will be granted only after clearance from the local army formation.

- ix. Not to make any alternation in the plan or elevation of the said dwelling houses without such consent as aforesaid.
- x. Not to use the same or permit the same to be used for any other purpose than that of a residential unit.
- xi. At all times during the said term to keep the said dwelling house and premises in good and substances repair and on the expiration or sooner determination of the said term peaceably to yield up the same in such good and substances repair unto the Lessor.

III. **PROVIDED ALWAYS** that if any part of the rent hereby reserved shall be in arrear or unpaid from one calendar month next after any of the said day whereon the same shall have become due whether the same shall have been demanded or not or if there shall have been in the opinion of the Military Engineering Officer any breach by the Lessee or by any person claiming through or under him or any of the covenants or conditions herein before contained then and in such case the lessor may notwithstanding the waiver of any previous cause or right or re-entry upon any part of the premises hereby demised or of the buildings thereon in the name of the whole and thereupon the said premises and buildings shall remain to the use of and be vested in the lessor and the demise shall absolutely determine and the lessee shall not be entitled to a compensation whatever.

IV. **PROVIDED ALSO** that at the end of the terms of this lease the Lessor will at the request and cost of the lessee execute in favour of the lessee a new lease of the demised land renewing and containing the covenants, provision and conditions in these present contained for another period of ninety nine (99) years.

### **Schedule of the premises / house / apartment**

Apartment Number \_\_\_\_\_ measuring \_\_\_\_\_  
forming part of building / block number \_\_\_\_\_ being undivided  
1/6<sup>th</sup> or 1/8<sup>th</sup> share of the land measuring \_\_\_\_\_ Square yards  
and bounded follows:-

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

With apartment number \_\_\_\_\_ over head.

With apartment number \_\_\_\_\_ below and garage number \_\_\_\_\_ of apartment SD House Number \_\_\_\_\_ measuring \_\_\_\_\_ Square yards and delineated as under:-

- On the North by :
- On the South by :
- On the East by :
- On the West by :

v. **IN WITNESS WHEREOF** the parties have set their hands the day and year first written above.

Signed by the Military Engineering Officer \_\_\_\_\_ on behalf of the President of Pakistan, in the presence of.

Witness: \_\_\_\_\_ (Name & Designation) \_\_\_\_\_ (Signatures)

Signed by the above named lessee \_\_\_\_\_

Witness: No. 1: \_\_\_\_\_ (Name) \_\_\_\_\_ (Signatures)

No. 2: \_\_\_\_\_ (Name) \_\_\_\_\_ (Signatures)