

TO BE FILLED BY THE OWNER

(a) GENERAL INFORMATION

1. Name of Owner/ Attorney : _____
2. Legal Position (a) Self _____ (b) Attorney _____ 3. C.N.I.C. No. _____
Old NIC No. _____
4. Postal Address _____
5. Tele No: _____ 6. Bank A/C No: _____
7. Bank A/C No. & Branch _____
8. Three Specimen Signatures:-

1. _____ 2. _____ 3. _____

(b) CONSENT OF THE OWNER: (This is not required in case of self hiring)

(i) Rent Demanded

I, Mr./Miss/Mrs./M/s _____ Owner of House No. _____

do hereby give my consent to rent my house to Mr. /Miss/Mrs. _____ through Pakistan Meteorological Department, at a monthly rent of Rs. _____ from _____ to _____ with one-year advance rent.

(ii) Status of difference of rent.

If the rent demanded by me is higher than the rent sanctioned by the Pakistan Meteorological Department, the difference shall be payable by the above official direct to me. The Govt. shall not be a party in this transaction. Moreover, I shall never claim the difference of rent from the Government.

(iii) Period of lease agreement.

I shall execute lease agreement for a period of three years at the rates sanctioned by the Government.

(iv) Refund of advance rent.

In case the house after having been hired by the Govt. is vacated by the above-mentioned officer/ official during the currency of agreed lease period, I shall refund the balance of advance rent, if any outstanding for the remaining period in order to get back the possession of the house/flat. If I fail to make this refund, the Pakistan Meteorological Department may utilize the house for another Government employee for the residual period on the rent as agreed by me in the lease agreement.

(v) Condition of house.

It is hereby affirmed/ declared that the house is complete in all respects and fully habitable. If, it is, not found so on inspection, the permission of occupation allowed by the government shall automatically stand withdrawn.

Dated: _____

Signature of Owner/ Attorney

LEASE AGREEMENT FOR EXECUTION BETWEEN OWNER AND PMD

1. **THIS INDENTURE** is made and entered into at _____ on this day the _____ between _____ here in after referred to as "the lessor" (which expression shall unless repugnant to the context, mean and include his heirs assignees executors administrator and legal representatives) of the one part and President of Pakistan, Pakistan Meteorological Department here in after referred to as " the lessee" (which expression shall where the context admits be deemed to include the assignees of the President of Pakistan) of the other part.
2. **WHEREAS** the said lessor is the owner and in possession of and has agreed to give on lease a House No. _____ Floor _____ Block No. _____ Street _____ Sector _____ Mohallah _____ City _____ measuring _____ Esq., and the lessee has agreed to take on lease for a period of _____ year(s). The said house consisting here in after be called said premises for the residential accommodation of the employee of the lessee.
3. **PERIOD:** NOW THIS INDENTURE WITNESSES THAT pursuant to the aforesaid agreement and in consideration of the rent herein reserved and of the covenants and conditions herein contained the lessor do hereby grant and demise into the lessee the said premises for the period of _____ year(s) commencing from _____ which period can be extended if necessary for a further period of one year on the same terms and conditions if the lessee notifies the lessor one month prior to the termination of the lease: otherwise the lease shall terminate automatically.
4. **THE OWNER HAS DEMANDED (RS. /- PER MONTH)**
5. The rent of the said premises shall be as under:
 - i. Rs. _____ /- per month (Rupees: in words _____) From _____ to _____
 - i. Rs. _____ /- per month (Rupees: in words _____) From _____ to _____inclusive of fittings and fixtures. The rent of _____ month has been kept in reserve to meet the repair charges etc; which shall be used by the lessee in case the lessor fails to carry out the repairs etc., after he has been served with a notice of 30 days. If any balance is left out of the said reserve after expiry of the lease period. In case the lessee is obliged to incur expense in excess of _____ month rent, it will be recoverable from the lessor. The lessee shall have to render the account to the lesser of the expenditure incurred on repair etc on his behalf
6. **LESSOR: The lessor hereby covenants with lessee as follows:-**
 - (i) **TAXES:** The lessor will pay all rates, taxes and assessment including urban property taxes etc. as assessed and revised on the said premises by government or Municipal Authority or any other local Provincial or Central Authorities.
 - (ii) The lessor shall provide (a) Gas connection into kitchen and drawing cum dinning room. (b) Geyser for supply of hot water to bath room/rooms and kitchen. (c) Oven/Gas Burner shall be provided in the Kitchen. (d) Ceiling fans. The aforesaid rent includes rent for these fixtures and the lessor shall not claim rent separately for the same.
 - (iii) **REPAIR:** The lessor shall have the said premised white washed and repaired every year at his own cost. Distempering shall be done once every two years. If he/ she does not do so, the work will be carried out at his cost by Pak-PWD after 30 days notice. The charges shall be met from the lessor.
 - (iv) **POSESSION:** The lessor shall take over peaceful possession of the said premises after the expiry of the lease period if it is desired by the Government. If the lessor fail to take over the premises, the Government Chowkidar will be posted in the premises at his own cost.
7. **LESSEE: The lessee do hereby covenant with the lessor as follows:-**
 - (i) The lessee shall not carry out any alterations or additions to the premises or demolish any part thereof without the consent of the lessor in writing, except non structural repairs these to including minor repairs to sanitary, water and electrical installation which shall be the responsibility of the lessee.
 - (ii) The lessee shall be responsible for charges and consumption of electricity, Sui Gas, water and conservancy charges during the subsistence of lease.
 - (iii) The lessee shall deliver peaceful and vacant possession of the said premises after the expiry of the lease period in the original condition as far as possible and subject to normal wear and tear.
8. **LESSOR AND THE LESSEE:** It is also hereby covenanted between the lessor and the lessee as follows:-
 - (i) Whenever the said premises or any essential part thereof is destroyed damaged by fire, earthquake, war, civil disturbance or any other natural calamity or due to faulty constructions so as to make it unfit for further- tenancy, the lease shall stand terminated at once.
 - (ii) The opinion of the lessee that the premises or part thereof have become unfit for further tenancy, shall be final.
 - (iii) If for the reasons stated in sub-para (i) the premises is partially damaged, the lease shall be terminable on the part of the lessee by 30 days notice.

- (iv) Pakistan Meteorological Department may terminate a lease agreement in public interest due to change in Govt. policy by giving 30 days notice to the owner.
- (v) No rent shall be paid to the lessor from the date of such termination of the lease: and leasor shall refund to the lessee the unadjusted portion of the advance rent paid. If he does not so, the matter shall be referred to an arbitration, Secretary, Defence Division being the sole arbitrator, the award giving by the arbitration shall be final and acceptable to the lessor and the lessee both.

THE LESSEE as well as the lessor do hereby irrevocably commit themselves not to dispute or raise any objection to the agreed amount of rent and the terms and conditions of this lease through the lease period.

IN WITNESS WHERE OF THE lessor and the lessee have executed this indenture of agreement and here into subscribed there names and set their respective seal as the date first above written.

FOR ON BEHALF OF

WITNESS:

1. _____

C.N.I.C. No. _____

Address _____

2. _____

C.N.I.C. No. _____

Address _____

PAKISTAN METEOROLOGICAL DEPARTMENT

LESSEE _____

OWNER (LESSOR) _____

Name _____

C.N.I.C. No. _____