

**KARACHI DEVELOPMENT AUTHORITY  
LANDS AND ESTATES DEPARTMENT  
ALLOTMENT REGULATIONS**

Whereas it is necessary and expedient to make provision for disposal of land and/or buildings thereon vested in/or belonging to the Authority at fixed rates or by auction or on rental basis and for matters connected therewith or incidental thereto.

Now, therefore, in pursuance of the power of the Authority, under Article 15 of the Karachi Development Authority Order 1957, the Government Body of the Karachi Development Authority is pleased to make the following Regulations :—

1. *Short Title and Commencement*—(i) These Regulations shall be called "Disposal of Land and Estates Regulations".

(ii) These shall come into force with immediate effect.

(iii) These shall apply to the disposal of land and built-up property sanctioned prior to the date of approval only if these are not inconsistent with the terms and conditions of such disposal.

2. *Definitions*—In these Regulations, unless there is anything repugnant to the Karachi Development Authority Order—

(a) Allocation means conditional allotment of plots to the Construction Companies only in order to enable them to deposit the initial payment, prepare plans, specifications, designs, estimates of constructions, cost, terms and conditions of disposal of houses and plots.

(b) Allotment means provisional disposal of land or built-up property in any manner other than by public auction.

(c) Allotment Committee means a Committee constituted by the Governing Body of this Authority for the purpose of allotment or disposal of land and built-up property in any way and matters related thereto.

(d) Director means Director, Lands and Estates Department of the Karachi Development Authority constituted under President's Order No. 5 of 1957.

3. *Composition of Allotment Committee*—a) The Committee shall consist of Director-General as its Chairman and such members as may be appointed by the G.B.

(b) Director-General may also co-opt. some heads of Departments as advisers to the Committee as and when he deems it necessary. They may attend the Meetings of the Committee whenever they are required to do so.

(c) Director will be *ex-officio* Secretary of the Committee.

4. *Functions of Allotment Committee*—The Allotment Committee shall perform the following functions—

(i) Disposal of land and built-up property of Karachi Development Authority.

(ii) Approval of the auction bids of plots or built-up property of Karachi Development Authority.

(iii) Preliminary examination of any amendment in the terms and conditions of allotment or auction before submission to Governing Body for final approval.

(iv) Any other matter related to the functions mentioned above or any of them.

(v) Any matter referred to it by the Governing Body, Chairman or the Director-General.

Provided that:—

(a) The resolutions of the Allotment Committee shall be subject to the approval of the Chairman of the Governing Body and no action shall be taken on them without such approval, unless the Director-General considers it expedient to take action on any Resolution in anticipation of the approval in which case he shall issue written orders to the Director accordingly.

(b) The Director-General may approve or reject any bid in anticipation of the decision of Allotment Committee if he considers that such an act is in the interest of the Authority and then ask the Allotment Committee for confirmation.

5. *Disposal of Land*—After the notice has been given of a new development Scheme through advertisement in the newspapers published in the Karachi Division regarding the lease or sale of open plots or built-up property in accordance with Article III (2) of the KDA Order it shall be disposed of according to the procedure contained in these Regulations, Disposal shall be—

(i) by allotment at fixed rates or by public auction in case of residential, public amenity and public building sites

(ii) by open auction on the prescribed terms and conditions in case of Commercial plots.

(iii) by allotment on rental or hire-purchase basis or by open auction in case of flats, shops and markets on prescribed terms and conditions as directed by Allotment Committee.

6. *Procedure of Allotment of Residential Plots to Individuals*—(a) When a new scheme is started and the disposal of plots therein is taken in hand in accordance with the land procedure, contained in KDA orders and these Regulations, allotment shall be made by drawing lots, if the number of applicants exceeds the number of plots.

(b) G.B. may allot or authorise the C.M. and D.G. to allot a fixed number of such plots to individuals.

(c) No applicant who has been unsuccessful in the ballot as mentioned above shall be considered for allotment subsequently, unless he makes fresh application.

(d) If subsequently some plots become available on account of surrender, cancellation, fresh creation or any other reason, allotment may be made either by ballot or on first-come first-served basis at the discretion of the Allotment Committee.

Allotment shall be further subject to terms and conditions at Appendix "A".



7. *Multiple Allotment of Residential Plots to members of public (other than Government Servants) [Employees of Semi-Government Organisations, Local Bodies].*—(a) No allotment of residential plot shall be made in favour of an individual if any plot/house has already been acquired by him or her or his wife or her husband or dependent children anywhere within a radius of 20 miles from the General Post Office, Karachi, whether it is still in his/her possession or disposed of in any manner.

(b) No allotment shall be made in favour of a minor or dependent child except in case of such minors who apply through their certificated or natural guardians, provided that such guardian if he/she be one of the parents of the minor child, does not have plot/house of his/her own within 20 miles of the G.P.O. Karachi.

(c) Applicant shall be required to produce an affidavit in the light of (a) and (b) above without which no application shall be accepted.

8. *Multiple Allotment of Residential plots to Government servants [Employees of Semi-Government Organisations, Local Bodies].*—No plot shall be allotted to a Government servant, employee of a Semi-Government Organization out of the quota reserved for Civil Government Servants, if:—

(a) He/she has not completed 5 years' service.

(b) He/she has been allotted a plot/house in any of the cities of Peshawar, Rawalpindi, Lahore or Karachi by any Improvement Trust or by the KDA out of the quota reserved for civil Government servant.

(c) He/she has disposed of by sale, transfer, gift or any other manner any plot or house in any of the cities mentioned in (b) above, allotted to him/her out of the quota reserved for the civil Government servants.

Provided that the allotment shall not imply the sanction of Government competent authority and that the allottee shall obtain such permission if necessary:

Provided further, that these restrictions shall not apply in case the applicant does not wish to acquire land out of the aforementioned reserved quota.

9. *Procedure of Allotment of Lands to Construction Companies.*—No allotment shall be made to any Construction Co. except in the following manner:—

(i) On application made by a Construction Co. on the proforma at Appendix 'B' of these Regulations, a Standing Committee constituted by the Director General shall examine the bonafides and technical and financial resources of the Company and other relevant matters and may at their discretion register the Co. with the Lands and Estates Department.

(ii) Allotment shall be made by the Allotment Committee either by drawing of lots or on first-come first served basis or in any other manner at their discretion to a Company duly registered according to provisions at (i) above.

(iii) An allocation letter shall be issued in the first instance subject to the relevant terms and conditions of allotment.

(iv) An allotment order shall be issued by Director when the cost per house or flat has been determined by Chief Engineer (Development and Housing) and accepted by the Construction Company and plans, designs, specifications and terms and conditions approved by the Authority.

(v) No construction shall be allowed till possession is handed over.

(vi) Allocation and allotment shall be further subject to the terms and conditions at Appendix 'C'.

10. *Report of the Chief Engineer (Development and Housing).*—(i) As soon as allocation letter is issued, the Construction Company will be required to submit their plan within a fortnight to Chief Engineer (Development and Housing) who will determine the maximum cost of house/flat and inform the Director.

(ii) Chief Engineer (Development and Housing) shall be required to send a report on the Model House within 3 months of the issue of Possession Order to Director.

(iii) Chief Engineer (Development and Housing) shall also send his report or forward the report of the Executive Engineer of Division in which the plots allotted are situated, from time to time, intimating the progress of the work and pointing out defects, if any.

11. *Penalty for defective work and Non-Compliance of Terms and Conditions.*—(i) The D.G. may impose any or all of the following penalties on a Construction Company, if in his opinion, the quality of work done by the Construction Company is poor or is not according to the specifications approved by the Chief Engineer (Development and Housing), or if the Construction Company has committed a breach of any of the terms and conditions of allotment.

(a) Debarring the Construction Company from allotment of land in future and removal of its name from the list of registered Companies;

(b) Forfeiture of security deposit or part thereof;

(c) Demanding of the arrears of occupancy value against the company in lump sum within a specified period of time, failing which action under Article 147-A of the KDA Order to be taken.

(d) Cancellation of allotment of such plots on which no construction has been made and forfeiture upto 25% of the occupancy value paid in respect of these plots:

Provided that not less than 10% of the occupancy value shall be forfeited.

(e) Forfeiture of security deposit or part thereof.

(2) The Director may cancel the allotment of plots, in case the Construction Company commits breach of any of the terms and conditions of allocation or allotment and order forfeiture of 10% of occupancy value, in respect of those plots on which construction has not been completed.

12. *Procedure of Allotment of Residential Plots to Housing Societies.*—(1) Application from a duly registered Housing Society shall be accompanied by a list of all the members of the Society on a proforma prescribed by the D.G. and an affidavit by each member of the Society as provided for by Clause 7, Sub-Clause (c) with 25% O.V. of the plots applied for.

(2) No allotment shall be made to any member of the Housing Society, if he is debarred from acquiring a plot under Clause 7 of these Regulations. If the Society consists exclusively of Government Servants, or employees of the Semi-Government Organizations, allotment shall be subject to Clause 8 of these Regulations.



(3) If the number of members of the Society exceeds the number of plots allotted to the Society by the Allotment Committee, lots shall be drawn by a member of the Governing Body to be nominated by the D.G. in the presence of a representative of the Society and the final list sent to the Society by the Director.

(4) No Housing Society shall be authorised to alter its membership and make allotment to persons other than those contained in the final list without the prior approval of the D.G. permission will only be given if any member commits the breach of terms and conditions or fails to make payments.

(5) Allotment shall be further subject to the terms and conditions as at Appendix 'D' of these Regulations.

(6) The members of Housing Societies shall also be governed by the General terms and conditions of Allotment of residential plots to individuals.

13. *Disposal of Commercial Plots*—(1) Commercial plots shall be auctioned and lease granted to the highest bidder subject to the confirmation of bid by the Allotment Committee and also provisions of proviso (b) of Clause 4 of these Regulations.

Provided that Allotment Committee shall have the right to reject any bid without assigning any reason ;

(2) The Governing Body of KDA shall fix the reserve price of each category of plot, below which no bid shall be accepted ;

(3) The successful bidder at the auction shall pay 25% of the total value of the plot at the fall of the hammer ;

(4) Auction shall further be subject to the terms and conditions at Appendix 'E' of these Regulations.

14. *Disposal of Industrial Plots*—The allotment of Industrial plots shall be subject to the terms and conditions at Appendix 'F'.

15. *Disposal of Shops/Quarters/Flats by Auctions*—The Allotment Committee shall determine whether shops, quarters, etc. belonging to the KDA are to be disposed of by auction or sale or on rental basis. In case the Allotment Committee decide to auction these shops, the provisions of Clause 13 of these Regulations shall apply *mutatis mutandis* to the auction of shops. The auction shall be further subject to the terms and conditions at Appendix 'G' of these Regulations.

16. *Disposal of Shops Plots and Quarters on Rent*—The Allotment of shops, flats and quarters on rent shall be made by the Chairman of the Governing Body of the KDA and shall be governed by the terms and conditions at Appendix 'H' of these Regulations.

Provided that allotment of flats on rent the KDA employees shall be governed by Clause 18 of these Regulations.

17. *Disposal of Shops/Flats/Quarters by Hire Purchase*—The allotment of shops, flats and quarters by hire purchase, will be made by KDA as per terms and conditions approved by the G.B., K.D.A.

18. *Disposal of Flats reserve for KDA employees*—Flats reserved for allotment to KDA employees on rent shall be allotted by the Director in the following manner.

(i) Flats shall be categorised by the Director-General as :-

(a) Flats for Gazetted Officers ;

(b) Flats for non-gazetted staff.

(ii) Applications shall be registered with the Director in separate registers to be maintained.

(iii) Allotments shall be made on first-come first served basis to each category of applicants, provided that an applicant of one category may apply for a flat of the other category and allotment made may be if the flat of the other category is available and there is no applicant on the waiting list eligible for that flat.

Provided further that such an allotment shall be temporary and allottee shall vacate the flat within 3 days if an eligible employee applies for allotment.

(iv) Rent shall be fixed by the Governing Body for each category shall be deducted from the pay of the allottee.

(v) If non-gazetted employee is allotted a flat reserved for Gazetted Officers, he shall pay the rent fixed for category (a) above.

(vi) An allottee shall be required to give a passport size photograph attested by the head of the department to the Director and obtain an identity card at his cost to be fixed by the Director-General which he shall produce before an officer authorised by the Director whenever required by him.

(vii) Flats shall not be sub-let to any other person. Executive Engineer of the Division in which the flats situated shall be responsible for intimating to the Director any un-authorized occupation or breach of this term.

(viii) Any allottee committing breach of any of the terms and conditions of allotment shall be liable for rejection within 7 days and liable to disciplinary action if he fails to vacate the premises within the stipulated period.

(ix) Allotment shall be further subject to terms and conditions at Appendix 'I' of these Regulations.

(x) KDA employees shall surrender the flats after they leave KDA within 2 months.

19. *Disposal of Sites for public buildings and amenity purpose*—Sites reserved for public buildings and amenity purposes shall be disposed of according to terms and conditions at Appendix 'J' of these Regulations.

20. *Exchange of Residential and Commercial Plots*—The allottee of residential and commercial plots may be permitted to exchange their plots with one another ;

Provided that all the KDA dues and up-to date ground rent have been paid and a joint application of both the allottees who wish to exchange the plots (attested by a Magistrate of the First Class) is submitted to the Director. The exchange will be subject to the payment of an Exchange fee to be determined by the Governing Body.

21. *Transfer of residential and commercial Plots*—(1) Transfer of residential and commercial plots allotted to individuals may be Permitted before execution of the lease deed on the following conditions :-

(a) All the dues with interest if any, and the upto-to-date ground rent have been paid.

(b) Transfers shall be governed by the same terms and conditions as of the original allottees.



(c) The date of completion of construction shall remain the same as in the case of original allotment and transfer shall not be allowed, if the period of construction has expired unless such period is extended upto 6 months and one year by the Director and the Director-General respectively in which case the transfers should give an undertaking on a stamped paper that he will complete construction within such extended period. No transfer shall be allowed during such extended period unless construction has been completed.

(d) The transfer shall be subject to the payment of transfer fee to be determined by the Governing Body.

(2) No construction company shall transfer any plot on which construction has not been completed.

22. *Change of plot*—(1) The allottee of residential plot may be permitted by the Director (L&E) to change his plot with any other un-allotted plot in the same Scheme if the period of construction of the plot originally allotted has not expired and up-to-date payment has been made, provided he undertakes to complete construction within two years of the date of issue of original possession order or within 6 months if the permission under this clause, whichever period is less.

2. The plot once transferred shall not be transferred again unless the allottee has completed construction.

23. *Annexation of Adjacent Land*—Annexation of extra land may be allowed to the allottee of the adjacent plot on his making application, provided that :

(i) C.T.P. and A.K.D.A. has no objection to it from the Town Planning point of view.

(ii) Land cannot be used as independent plot or for any other public purpose.

(iii) The applicant agrees to any terms and conditions imposed by the K.D.A.

24. *Restorations*—(1) Restoration cancelled allotment of plots may be allowed by Director-General in his own discretion

(2) The allottee of plot thus restored shall pay an amount equal to 10 per cent of the occupancy value of the plot cancelled as restoration fee.

25. *Penalty for non-utilisation of Land*—If any plot is not utilised within the prescribed period and extension is given in the period of construction the allottee shall pay a penalty at the rate of 3 per cent per annum of the total occupancy value for every six months or part thereof of the such extended period.

26. *Execution of Lease*—lease shall be executed at the expense of the lessee in favour of an allottee when all KDA dues have been paid by the allottee and all other terms and conditions of such allotment have been fulfilled.

27. *Interest*—An interest at 6 per cent per annum shall be charged for all type of plots for late payment with effect from the date the payment becomes due and payable.

28. *Extension in the period of payment and construction*.—1. The Chairman may in his discretion grant extension in the period of payment of dues for one year and in the period of construction for 2 years.

(2) The Director General may in his own discretion grant extension in the period of payment of dues for 6 months and in the period of construction for one year.

(3) The Director Lands, may in his discretion grant extension in the period of payment of dues for 3 months and in the period of construction for 6 months.

29. *Terms and Conditions*—All the allotments made under these Regulations shall be subject both to the provision of these Regulations and the terms and conditions of the allotments and the allottees shall be deemed to have read these regulations.

#### APPENDIX 'A'

##### *Terms and Conditions for Allotment of Residential Plot in K.D.A. Schemes*

1. Time shall be the essence of this Agreement.
2. In addition to the prescribed occupancy value the allottee shall also have to pay ground rent at the rate of one anna per sq. yd. per annum from the date the possession of the plot is made over to him.
3. The occupancy value will be paid by the allottee in 4 instalments. 1st instalment equivalent to 25 per cent of the occupancy value shall be paid along with the application, 2nd instalment equivalent to another 25 per cent of the occupancy value before the possession is handed over and the remaining two instalments within two years from the date of possession order at an interval of 12 months each.
4. The K.D.A. are not bound to allot to the applicant a plot of land applied for by him in which event the applicant will be entitled to obtain refund of the deposit he had made. This refund will be made in the shape of a cheque by K.D.A.
5. The actual amount payable by the allottee on account of the full occupancy value right shall be determined on demarcation and measurement of the area of the plot of land allotted to him. The allottee should be present or depute his representative to be present at the time a date when the KDA's Surveyor would measure the land. In case the allottee failed to be present or to depute his representative to be present at the time intimated to him by post at the address given by him the land shall be measured in his absence and the measurement so taken in respect of the said plot of land shall be considered final and the allottee shall have to pay a lump sum fee of Rs. 50 in case the allottee requires the K.D.A. to measure the land subsequently.
6. The allottee shall pay the 2nd instalment of the occupancy value within one month from the date of despatch of the demand notice sent to him by the registered post on the address given by him failing which the K.D.A. will be at liberty to cancel the allotment of his plot and to forfeit the first instalment paid by him for which the allottee will have no claim to get the said amount refunded.
7. In case an extension of time beyond the said period of one month is allowed by Director (L&E) KDA an allottee applying for the same in writing, he shall have to pay interest on the sum of money due from him at the rate of 6 per cent per annum for each month or part thereof covering the whole period of extension allowed.
8. The allottee shall take over possession of the plot of land within one month from the date of the issue of possession order, if he fails to take over possession of the plot, 10% of the total occupancy value shall be forfeited and allotment shall be liable to cancellation.



9. Until the said 2nd instalment of occupancy value has been paid by the allottee he will have no right to enter upon the plot or to permit his agents, servants, employees or contractors to enter thereupon.

10. The allottee shall submit to the K.D.A. for sanction all proposals in respect of his building construction and shall be bound not to construct any structure or encroach upon the plot of land by any means whatsoever (by accumulation of earth, laying of bricks or fixing of iron materials etc.) before his proposal for such erection is sanctioned by the K.D.A.

11. If the occupancy rights of the said plot is allotted to him the allottee shall not use the building for any other purpose other than for the installation of storeyard residential building, commercial building, building with flats containing accommodation for families the design and layout of which shall be subject to previous sanction of the K.D.A.

12. The allottee shall at his own cost prepare and submit to the K.D.A. for sanction all plans and specifications in respect of the building proposed to be erected by him and shall comply with and abide by all the provisions of the K.D.A's Zoning regulations, building rules, sanitary and housing drainage rule and such other rules. Standards or regulations as may be in force at the time he applies for sanction of building plans or which may come in to force during the course of execution of engineering and building works and thereafter as and when he undertakes to add or alter the said building.

13. The allottee shall complete at his own expenses the proposed building within 2 years from the date of issue of possession order or within such extended period as the Director General or the Director (L&E) KDA may in their own discretion grant in writing. The extension will only be allowed on payment of a prescribed fee at 3 per cent of the total occupancy value per year for every six months is past thereof. In the event of breach of this term the K.D.A. may cancel the allotment without any prior notice and forfeit 10 per cent of the occupancy value and may also take action under clause '19' of these terms and conditions.

14. On payment of the full occupancy value and all arrears of fees together with one year's rent in advance in respect of the plot allotted to him the allottee will be entitled to a lease of the same for a period of 99 years upon the terms and conditions contained in the lease deed. The stamp duty and registration will be paid by the allottee.

15. The allottee, till the execution of the lease shall have no legal interest in the plot except that of a licensee to enter upon the said plot for the purpose of erecting the proposed building.

16. It will be presumed that the allottee has inspected the area covered by the KDA's Scheme No..... prior to forwarding his application for purchase of occupancy right in a plot and shall have to pay for occupancy right therein at the rate above mentioned having into consideration the present condition in respect of its location, contours, condition and position.

17. All clearing and filling-up with earth up to level not lower than the level of the Crown of the adjoining road and levelling of the plot as may be required shall be done by the allottee at his own cost and will not be entitled to obtain material for filling from any adjacent land of the KDA.

18. Although the KDA in developing the area in the said scheme would lay water supply mains sewerage and storm water drainage and instal road ways the allottee shall have to pay on the completion of the proposed building to the appropriate authority such rates and taxes as are imposed in respect of the plot and structures there on by any law or rule for the time being in force irrespective of whether or not such services are completed by KDA at the time of completion of the buildings.

19. In the event of defaulting in the payment of fees, rates taxes, charge, assessment, imposition and other outgoing in respect of the plot allotted and the building and structures thereon within 21 days next after the same shall have become due and payable (whether lawfully demanded or not) or committing breach of any of the condition herein contained the KDA may by notice in writing cancel the allotment of the plot immediately or at the expiration of the period specified in the notice whereupon the KDA may enter into upon retain possession of all buildings, structures materials and things thereon, for its absolute use and benefit but in such event the KDA may if it thinks fit, on after deducting all sums owing to it and expenses incidental to the sale and such other sums by way of liquidated damages as the KDA may reasonably estimated.

20. The allottee shall have to intimate to KDA any change in his postal address and until then all notices sent by registered post to the address given in his application for allotment of plot shall be deemed to have been received by the allottee.

21. The above terms and conditions shall constitute a firm offer and acceptance on the part of KDA and the allottee for the occupancy right in the plot allotted to him by the KDA and shall create a binding agreement between KDA and the allottee.

I.....Son of.....residing at.....  
Karachi have read the above mentioned terms and conditions specified by KDA, for allotment of a residential plot in KDA, Scheme.....and have accepted them.

Signature of the allottee.

Witness with address.

1.....

Witness with address.

2.....



APPENDIX 'B'

PROFORMA FOR REGISTRATION OF CONSTRUCTION COMPANIES WITH LANDS AND ESTATES DEPARTMENT.

PART I

(To be filled in by applicant)

- 1. Name of the Company.....
- 2. Name/Names of Director/s or Proprietor/s.....
- 3. Business address.....

PART II

(To be filled in by the applicant)

- 1. Have you been registered with the Registrar, Joint Stock Companies ? If so, attach documentary evidence.
- 2. (a) Are you sound enough financially to undertake the project ? Attach Certificate.  
(b) Do you enjoy any credit facilities from any Bank ? If so, please attach certificate.
- 3. Do you have any technical knowledge of the construction of houses or, have you employed any qualified Engineer ? Please give brief details.
- 4. Do you have any supervisory staff for the supervision of the construction ? Give brief details.
- 5. Do you have any previous experience of the construction of houses ? Give brief details.
- 6. Are you registered with Chief Engineer (Development), K.D.A.? If so, please furnish certificate from Chief Engineer (Development).
- 7. Are you registered as a Contractor with any Government or Semi-Government Organization for construction of houses ? If so, give brief details with necessary documents.

PART III

- 1. Please submit the terms and conditions on which you propose to hand over houses to individuals after construction.
- 2. Please submit your plans, specifications and estimated cost per sq. foot.
- 3. Please quote the price at which you will finally dispose of the houses.

CERTIFICATE

Certified that the statements given above are correct and that should any of the above statements be found incorrect, the plots allotted to us shall be liable for cancellation and that we shall have no legal right, claim or title to the plots.

Signature.....

For use in the Office of Director (Lands and Estates), K.D.A.

- 1. Have any complaints been received against the Company ? If so, what is the nature of the complaint and what decision has been taken by the Standing Committee ?

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- 2. Has the Company been allotted any—

- (a) Plots previously ? If so, give the Scheme Number, total number plots with area of each plot.

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- (b) Has the report of Chief Engineer (Development) regarding the past performance of the Company and quality of their work been received ? If so, attach with the Proforma.

Signature.....

(Administrative Officer II),



## APPENDIX 'C'

TERMS AND CONDITIONS FOR ALLOCATION/ALLOTMENT OF RESIDENTIAL PLOTS/  
SITE FOR PLOTS TO CONSTRUCTION COMPANIES FOR CONSTRUCTION AND SALE OF  
HOUSE/FLATS IN KARACHI DEVELOPMENT AUTHORITY SCHEMES

(Scheme No.....)

## PART I—Registration and Eligibility of the Companies/Firms.

1. (a) Partnership firms desirous of allotment of Plots for construction of houses, etc., shall produce their Articles of Association, Certificate of Registration, Income-Tax Registration No. and Solvency Certificate from a Scheduled Bank.

(b) The sole proprietorship Firms shall produce their Registration Certificate if any, from the Registrar of Firms/Joint Stock Co. and Income Tax Registration No. and Solvency Certificate from a Scheduled Bank.

2. The applicant firms/companies shall be eligible for allocation of plots after they have furnished the required documents in Clause (1) and have been okayed after Scrutiny by the Law Officer, K.D.A. from Legal viewpoint.

## PART II—Allocation and Allotment of Plots

1. The applicant firms/companies shall be entitled to the allocation of plots on their depositing the 25 per cent occupancy value of the total number of plots proposed to be allotted to the firms. On deposit of the said first instalment, the firms/companies shall prepare and submit their preliminary designs, specifications, estimated cost of construction, etc. to the Authority for examination and needful. However, issuance of a letter of allocation shall not be an obligation or binding on the Authority to allot the proposed plots.

2. The Construction Companies/Firms shall submit a Scheme showing all information in respect of their designs, estimates of construction and specifications, etc. to the C.T.P. and A.K.D.A. and C.E. (D. and H.), K.D.A. The Companies/Firms shall intimate to the Director (Lands and Estates) the terms and conditions, of allotment of houses/flats on which they proposed to give the houses/flats to their prospective purchasers and the maximum cost of disposal within one month from the date of issue of allocation letter.

3. The Karachi Development Authority shall be the final authority to determine the maximum cost of disposal of houses/flats by the Companies/Firms to the individual purchasers and this maximum cost would be binding on the Firms/Companies.

4. The initial deposit equivalent to 25 percent of the total occupancy value in respect of the plots/sites for flats for which an allocation letter has been issued shall be made within one month from the date of issue of allocation letter which shall be deemed as a demand notice.

5. The Karachi Development Authority shall scrutinise the scheme for construction of houses or flats on deposit of 25 per cent occupancy value of the Firms/Companies and after scrutiny the Authority may modify or reject entirely the designs, plus specifications, cost of disposal and terms and conditions of sale of houses/flats by the Companies/Firms to individual purchasers. In pursuance of and as a result of scrutiny, the applicant Firms/Companies may be allotted the proposed plots or refused to be allotted the proposed plots or any of them by the Authority. In case no allotment is made, the applicant Firms/Companies shall be entitled to refund of the money deposited by them after surrendering the allocation letter.

## PART II—Recovery of Instalment Plus other Dues and Execution of Leases

1. In case allotment orders issued, 2nd instalment of the occupancy value (equivalent to 25 per cent of the total occupancy value) shall be paid by the Firms/Construction Companies. Within one month from the date of issue of Allotment Order, which shall be deemed as a Demand Notice, on payment of 2nd instalment and other dues, possession of the allotted plots shall be given to the Allottee Firms/Companies.

2. The 3rd instalment of another 25 per cent of the occupancy value shall be paid within 6 months from the date of issue of possession order.

3. The 4th and final instalment of the occupancy value (equivalent to 25 per cent occupancy value) shall be paid by the Firm/Company within the next 6 months after the 3rd instalment had become due and payable.

4. Ground rent at one anna per sq. yd. per annum shall also be paid by the applicants from the date of possession till the period of lease for 99 years.

5. The Director General and Director Lands, K.D.A. may grant an extension of time beyond the period as specified above upto 6 months and 3 months respectively, in respect of the payments of the instalments on the merit of each case on an application by the applicant in which case the applicant shall be required to pay interest on the sum of money due at the rate of 6 per cent per annum for each month or part thereof covering the whole period of extension allowed.

6. A lease for 99 years shall be granted by K.D.A. in the name of the individual allottee of the house, allotted by the Construction Companies/Firms on payment of full occupancy value together with ground rent for one year in advance and other dues subject of any clearance certificate from the Company/Firm.

7. A lease for 99 years shall be granted by the K.D.A. in the name of the Construction Company/Firm in respect of Plots over which multi-storeyed flats are constructed by the Company/Firms, on payment of full occupancy value together with ground rent for one year in advance and any other dues.

8. The stamp duty and registration charges etc. in respect of the lease deed shall be paid by the Lessee.

9. A certificate of "Permission to Mortgage" shall be issued in favour of the individual allottee of the plot (Construction Company on which a house/flat has been constructed by the Director) (Lands and Estates), K.D.A. after the said lease deed has been executed.

## PART IV—Possession

After the 2nd instalment of the occupancy value has been received, the Karachi Development Authority, shall issue the Possession Order to the allottees who will be required to take over possession from the Executive Engineer concerned within 7 days of the issue of the possession order.



#### PART V—Approval of Plans

The Construction Company/Firms submit for approval of the Architect of this Authority, their final standard plans designs, specifications cost of construction of houses/flats within one month of the issue of allocation letter. No construction shall however, be taken up without approval of the plans.

#### PART VI—Period of Construction.

Construction of all the houses/flats shall start within 3 months from the date of issue of possession order. Construction shall be completed within one year, if the total No. of plots allotted/flats to be constructed does not exceed 100 and within two years if this No. exceed 100.

*N.B.*—Start of construction here means actual construction work and not mere excavation or digging of foundations.

#### PART VII—Supervision of Work of Construction.

1. Karachi Development Authority will have the right to inspect from time to time the quality of construction work ensure its being technically sound according to the prescribed specifications and approved plans and issue instructions from time to time so that the allottees be bound to carry out the work accordingly.

2. The Company/Firm shall have to maintain proper record of the applications showing particulars of the prospective purchasers, date of receipt of application and details of payment made by each prospective purchaser. This record shall be available for inspection of Director (Lands and Estates) Karachi Development Authority officers authorised by Director-General or Director (Land and Estates) at any time.

3. The Company/Firm shall submit a progress report once in a quarter to the Director (Lands and Estates), Karachi Development Authority on a *Proforma* to be prescribed by the Karachi Development Authority.

#### PART VIII—Construction of Model House.

The Construction Company/Firm shall at the outset, construct at least one model house of each type, if plots for construction of houses are allotted and a flat on the ground floor if flat sites are allotted as per specifications and designs approved by this Authority. These houses shall always be available for inspection by Karachi Development Authority Officers till the project is completed.

#### PART IX—Procedure of Disposal of Houses/Flats

1. Applications for allotment of houses/flats to be constructed on the plots/sites for flats allotted to them, will be invited by the Company/Firm publicly through advertisement within 3 months from the allotment of plots/sites for flats. The details of accommodation, cost of disposal specifications and mode of recoveries of payments and other terms and conditions of their sale to the members of public as per their original scheme submitted to Karachi Development Authority shall also be advertised by the Firm/Construction Companies.

2. The Construction Company/Firm shall submit a list of all applicants for houses/flats to the Director (Lands and Estates) Karachi Development Authority within three months from the date of Allotment Order.

3. The individual allottees shall be governed by the usual terms and conditions of allotment/transfers, etc. of the houses and leases, etc., as framed by Karachi Development Authority (Land) for the time being in force.

4. The Karachi Development Authority will be competent to ensure that terms and conditions for allotment and sale of houses/flats on the plots allotted, are being followed properly.

#### PART X—Transfers.

1. The Construction Company/Firm shall not be permitted to transfer any open plot without construction thereon to any other Construction Company/Firm or any individual unless, construction has been completed on the plots.

2. The Construction Company/Firm shall not be permitted to transfer the house/flat once allotted to an individual without prior permission of the Director (Lands and Estates) Karachi Development Authority. In case permission is given a mutation fee of Rs. 10.00 shall be charged. This permission will only be given if the Director, Lands and Estates is satisfied that the sub-allottee has failed to fulfill the terms and conditions of allotment as agreed to with Allottee, Construction Company/Firm concerned.

#### PART XI—Security Deposit.

Each Construction Company/Firm shall have to deposit an amount equivalent to 1 per cent of the total estimated cost of construction of the houses/flats towards Security Deposit with the Karachi Development Authority at the time of taking over possession, another 1 per cent after six months thereof, which will not be refunded to them unless they obtain a completion certificate from the Architect (C), Karachi Development Authority and a No Objection Certificate from the C.E. (D), Karachi Development Authority.

#### PART XII—Penalties

1. The Director-General may impose any or all of the following penalties on a Construction Company/Firm if in his opinion the quality of work done by the Construction Company/Firm is not according to the specifications or if the Company/Firm has committed breach of any of the terms and conditions of allotment or violated Buildings Regulations or refused any lawful order passed by a competent authority of Karachi Development Authority under these terms and conditions or any other Regulations for the time being in force :

(a) Barring the Company/Firm from allotment of land in future and removal of its name from the list of Registered Company/Firms.

(b) Demanding of the arrears of the occupancy value against the Company/Firm in lumpsum within a specified period of time, failing which action under Article 147-A of Karachi Development Authority order to be taken.

(c) Forfeiture of the security deposit or part thereof.

(d) Cancellation of allotment of such plots on which no construction has been made and a forfeiture upto 25 per cent of the occupancy value paid in respect of the plots allotted to the Company/Firm provided that not less than 20 per cent of the occupancy value shall be forfeited.

(e) The Karachi Development Authority may resume possession of the plots in respect of which the breach occurs along with any super structure thereon.



2. The Director (Land and Estate) may impose the following penalties :—

(i) In case the formalities required to be completed by the Company/Firm after the letter of allocation is issued are not completed; withdrawal of letter of allocation and forfeiture of 10 per cent of the occupancy value.

(ii) In case of breach of any other terms and conditions of allotment at any stage, cancellation of allotment of such plots on which no construction has been made and forfeiture of 10 per cent of occupancy value in respect of these plots.

#### ACCEPTANCE

I, ..... son of ..... Proprietor/Partner/Managing Director  
Manager of M/s ..... have duly been authorised by .....  
vide their Authority letter ..... dated ..... to act on their behalf.

2. I have carefully read the above terms and conditions on which residential plots/sites for flats, are proposed to be allotted to M/s ..... in Scheme No ..... for construction of houses/flats and their sale to the members of the public.

3. I hereby accept the above terms and conditions on behalf of the said concern and undertake to abide by them.

4. I also hereby agree that if the above concern fails to comply with any of the above terms and conditions the allotment of the plots given to the said concern for construction and sale of houses be cancelled, their possession resumed by the Karachi Development Authority with any superstructure thereon and an amount equivalent to 10 per cent of the occupancy value be forfeited or the penalties as specified above imposed.

Witness :—

1. ....

2. ....

1. Signature to Full name.....

2. Address.....

3. Address .....

Date .....

#### APPENDIX 'D'

#### TERMS AND CONDITIONS FOR ALLOTMENT OF PLOTS TO HOUSING SOCIETIES

1. Allotment of plots will be subject to their registration in the prescribed manner by the Registrar of Co-operative Societies.

2. A licence shall be granted to the Society consequent on the transfer of plots to them to enter upon the plots allotted to them and to give the possession of the plots to their members.

3. Consequent upon the distribution of plots to the allottees, all the Societies shall submit duly signed agreement forms from their members, within one month of the issue of Allotment Order to the Society.

4. Transfer payment shall be made by the members of the Housing Society collectively through the management of the Housing Society Karachi Development Authority, in the following manner :—

1st instalment equivalent to 25 per cent—With application.

2nd instalment equivalent to 25 per cent—Before possession.

3rd and 4th instalments (50 per cent)—In two equal instalments from the date of possession.

5. Lease deed shall be executed after payment of dues is received by Karachi Development Authority through the Society.

6. Transfer of plot by the Society to a person another than one whose name is on the approved list of Karachi Development Authority shall not be made except in case of default in payment and only with the prior approval of the Director-General, Karachi Development Authority.

7. Any transfers and mutations of the plots by allottees will be in accordance with general rules enforced by Karachi Development Authority and subject to payment of any charges or fee imposed by Karachi Development Authority.

8. The Society shall hand over possession of the plots to its members within one month of the issue of possession order by Karachi Development Authority failing which the allotment of such plots shall be liable to cancellation and the Society shall be responsible for any legal consequences.

9. The period of construction by individual members over their plots shall be two years and shall start from one month after the issue of Possession Order by Karachi Development Authority to the Society and

10. Any breach of these terms and conditions shall render the allotment liable to cancellation and forfeiture of 10 per cent of the occupancy value of the plots.

11. Time shall be the essence of this agreement.

#### APPENDIX 'E'

Terms and Conditions of Sale of Commercial Plots by Auction in K.D.A. Scheme No.....

1. The auction of lease held rights in Petrol Pump/Cinema/Commercial sites will be on the basis 99 years lease renewable at the discretion of the lessor.

2. The K.D.A. reserve the right to reject any bid or any offer during or after the auction without assigning any reason. Rs..... per square yard is fixed as reserved price. No bids or offers below this will be entertained.

3. The successful bidder shall be required to pay the 1st instalment equivalent to 25 per cent of the total bid money (cost) in cash or through a Bank Draft at the fall of hammer. In case he fails to pay the bid money his bid shall be cancelled and the bidder shall be debarred from taking part in the auction proceedings.



4. The successful bidder whose offer is approved by the G.B. shall be required to pay the 2nd instalment of 25 per cent O.V. whereupon the Lands and Estates Department of K.D.A. shall transfer possession of the plot to him with permission to start construction thereon. The 3rd and 4th instalments will be payable within 2 years of the date of taking over possession in two equal yearly instalments. In case of failure to pay instalments on due date interest will be charged at 6 per cent per annum. The allotment will be liable to cancellation in case of failure to pay the instalments and interest on demand.

5. In addition to full occupancy value the successful bidder will be required to pay every year, the annual ground rent at Re 0-1-0 per square yard from the date of possession.

6. Until the 2nd instalment of O.V. has been paid by the successful bidder, he will have no right to enter upon the plot or to permit his agents, servants employees or contractors to enter thereon.

7. Actual area will be determined subsequently by actual demarcation and measurement by Engineering Department of K.D.A. The successful bidder should be present or depute his duly authorised representative to be present at the time of demarcation. In case he fails to do so the land shall be measured in his absence and the measurement so taken in respect of the said plot of land shall be considered final and the successful bidder shall have to pay a lumpsum fee Rs. 50 in case he required the Engineering Department to measure the land again subsequently.

8. It will be responsibility of the successful bidder to obtain necessary sanction for installation of Petrol-pump/Cinema from the relevant administrative and technical authorities. In case the permission is not allowed by the authorities, refund of the earnest-money shall be allowed.

9. If the occupancy rights of the said plot are allotted by him the successful bidder shall not use the plot for any purpose other than the purpose for which it has been earmarked.

10. The successful bidder shall at his own cost prepare and submit to the Town Planning and Architect Department of K.D.A. for sanction of all plans and specifications in respect of the buildings proposed to be erected by him and shall bound not to construct any structure or encroach upon the plot of land by any means whatsoever by enroach upon the plot of laying of bricks or fixing of iron material etc. before his proposal for erection is sanctioned by the Town Planning and Architect Department of K.D.A.

11. The successful bidder shall comply with and abide by all provisions of K.D.A.'s Zoning Regulations, Building Rules, Sanitary and Housing Drainage Rules and such other rules standards or regulations may be in force at the time, he applies for sanction of building plans or which may come into force during the course of execution of Engineering and Building works and thereafter as and when he undertakes to add or alter the said building.

12. The successful bidder shall erect and complete at his own expense and in substantial and workman like manner with good and sound material the proposed building within one year from the date of possession in populated area and within two years in other areas or within such extended period as may be granted in writing by Lands and Estates Department of the Karachi Development Authority failing which the allotment will be open to cancellation and occupancy value paid by the successful bidder liable to forfeiture in full or in part.

13. On payment of the full occupancy value and all charges payable including arrears if any together with one year's rent in advance in respect of the plot allotted to him the successful bidder will be entitled to a lease of the same for a period of the 99 years (as already stated in the opening paragraph) in accordance with the terms and conditions of the lease deed a copy whereof can be had on a payment from the Cash Department of the Karachi Development Authority. The stamp duty and registration charges in respect of the lease deed will be paid by the successful bidder.

14. Will the execution of the lease the successful bidder shall have no legal interest in the plot except that of a licensee to enter upon the said plot for the purpose of erecting the proposed building. The successful bidder shall not sell, assign, lease or sub-lease or in any way transfer his interest in the occupancy rights either in whole or in part until the said lease has been granted to him.

15. It will be presumed that every bidder has inspected the area covered by this Scheme viz, Scheme No. .... prior to offering his bid for purchase of occupancy rights in any particular plot under auction and it will further be presumed that the position is acceptable to him taking into consideration the present situation in respect of location, contours and condition etc. of the area.

16. All clearing and filling up with earth up to the level not lower than the level of the crown of adjoining road and levelling of the plot as may be required shall be done by the successful bidder at his own cost and he will not be entitled to obtain material for filling from any adjoining Karachi Development Authority Land.

17. All clearing and filling up with earth up to the level not lower than the level of the crown of adjoining road and levelling of the plot as may be required shall be done by the successful bidder at his own cost and he will not be entitled to obtain materials for filling from any adjoining Karachi Development Authority Land.

18. Although the Engineering Department of the Karachi Development Authority in developing the area would lay water and supply main sewerage and storm water drainage and instal roadways the successful bidder shall have to pay on the completion of the proposed building to any local authority such rates and taxes as are imposed in respect of plot and structures thereon by any law or rule for the time being in force irrespective of whether or not such services are completed by the Engineering Department of the Karachi Development Authority at the time of completion of the building.

19. The above terms and conditions shall constitute a firm offer and acceptance on the part of Karachi Development Authority on the one hand and the successful bidder on the other, for the occupancy rights on the plot allotted to him by the Karachi Development Authority and shall create a binding agreement between the Karachi Development Authority and the successful bidder.

20. Time shall be the essence of agreement.

I accept the above terms and conditions.

Signature of bidder.....

Address.....

1. Witness.....

2. Witness.....

Director, Lands and Estates Department,  
Karachi Development Authority.



## APPENDIX "F"

## TERMS AND CONDITIONS FOR ALLOTMENT OF PLOTS FOR LIGHT AND COTTAGE INDUSTRY IN KARACHI DEVELOPMENT AUTHORITY'S SCHEMES

1. The occupancy value will be payable according to the schedule of rates, fixed by the Governing Body, Karachi Development Authority.
2. In addition to the above occupancy value, the allottee shall also have to pay ground rent at the rate of one anna per square yard per annum from the date the possession of the plot is made over to him till 99 years.
3. The occupancy value will be paid by the allottee in 4 instalments, 1st instalment equivalent to 25 per cent of the O.V. shall be paid along with application, second instalment equivalent to another 22 per cent of the occupancy value before the possession is handed over and the remaining two instalments within one year from the date of possession order at an interval of 6 months each.
4. The Karachi Development Authority are not bound to allot to the applicant a plot of land applied for by him in which even the applicant will be entitled to obtain refund of the deposit he had made.
5. The actual amount payable by the allottee on account of the full occupancy value right shall be determined on demarcation and measurement of the area of the plot of land allotted to him. The allottee should be present or depute his representative to be present at the time and date when the Karachi Development Authority's Surveyor would measure the land. In case the allottee failed to be present or to depute his representative to be present at the time intimated to him by post at the address given by him, the land shall be measured in his absence and the measurement so taken in respect of the said plot of land shall be considered final and the allottee shall have to pay a lumpsum fee of Rs. 50 in case the allottee requires the Karachi Development Authority to measure the land subsequently.
6. The allottee shall pay the 2nd instalment of the occupancy value within one month from the date of despatch of the demand notice sent to him by the registered post on the address given by him, failing which the Karachi Development Authority will be at liberty to cancel the allotment of his plot and to forfeit the 1st instalment paid by him.
7. In case an extension of time beyond the said period of one month is allowed by the Director (L and E), Karachi Development Authority an allottee applying for the same in writing he shall have to pay interest on the sum of money due from him at the rate of 6 per cent per annum for each month or part thereof covering the whole period of extension allowed.
8. The allottee shall take over possession of the plot of land within one month from the date of the issue of possession order. If he fails to take over possession of the plot, 10 per cent of the total occupancy value shall be forfeited and allotment shall be liable to cancellation.
9. Until the said 2nd instalment of occupancy value has been paid by the allottee he will have no right to enter upon the plot or to permit his agents, servants, employees or contractors to enter thereupon.
10. The allottee shall submit to the Karachi Development Authority for sanction all proposals in respect of his building construction and shall be bound not to construct any structure or encroach upon the plot of land by any means whatsoever (by accumulation of earth, laying of bricks or fixing of materials, etc.) before his proposal for such erection is sanctioned by the Karachi Development Authority.
11. The allottee shall not use the building for any purpose other than for the installation of the proposed industry. In case he wants to change the purpose he should obtain previous permission from Karachi Development Authority on payment of Re. 1 per square yard towards fee for change of purpose. The building shall be constructed in accordance with the approved designs and specifications by the C.T.P. and A., Karachi Development Authority. If the allottee applies for change of the Industry from one kind to another kind of industry he shall also be required to pay the same fee of Re. 1 per square yard provided it is not used for commercial purposes and no abnoxious industry is installed.
12. The allottee shall at his own cost, prepare and submit to the Karachi Development Authority, for sanction all plans and specifications in respect of the building proposed to be erected by him and shall comply with, abide by all the provisions of the Karachi Development Authority's Zoning Regulations, building rules, sanitary and housing drainage rule and such other rules, standards or regulations, as may be in force at the time he applies for sanction of building of plans or which may come into force during the course of execution of engineering and building works and thereafter as and than he undertakes to add or alter the said building.
13. The allottee shall start construction within three months and complete at his own expenses the proposed building within 2 years. From the date of issue of possession order by Karachi Development Authority or within such extended period as the Director (L. and E.) Karachi Development Authority may in his own discretion grant in writing. The extension will only be allowed on payment of a prescribed fee at 3 per cent of the total occupancy value per year. In the event of breach of this term, the Karachi Development Authority, may cancel the allotment without any prior notice and forfeit 10 per cent of the occupancy value and may also take action under clause '20' of these terms and conditions.
14. On payment of the full occupancy value and all arrears of fees together with one year's rent in advance in respect of the plot allotted to him, will be entitled to a lease of the same for a period of 99 years upon the terms and conditions contained in the lease deed. The stamp duty and registration will be paid by the allottee.
15. The allottee till the execution of the lease, shall have no legal interest in the plot except that of licensee to enter upon the said plot for the purpose of erecting the proposed building.
16. It will be presumed that the allottee has inspected the area covered by the Karachi Development Authority's Scheme No. 16, Federal 'B' Area prior to forwarding his application for purchase of occupancy right in a plot and shall have to pay for occupancy right therein at the rate above-mentioned, having taken into consideration the present condition in respect of its location, contours, condition and position.
17. In case an allottee applied for change of name of an Industry he will have to produce Income Tax Certificate, Registration Certificate and L. C. in respect of the Industry. He will then be allowed mutation of name on payment of Rs. 10 as mutation fee subject to the condition at the change of name does not involve any change of interest.



18. All clearing and filling up with earth up to a level not lower than the level of the crown of the adjoining road and levelling of the plot as may be required shall be done by the allottee at his own cost and will not be entitled to obtain material for filling from any adjacent land of the Karachi Development Authority.

19. Although the Karachi Development Authority in developing the area in the said scheme would lay water supply mains sewerage and storm water drainage and instal road ways, the allottee shall have to pay on the completion of the proposed building to the appropriate authority such rates and taxes as are imposed in respect of the plot and structures thereon by way law or rule for the time being in force irrespective of whether or not such services are completed by Karachi Development Authority at the time of completion of the building.

20. In the event of defaulting in the payment of fees, rates, taxes, charge, assessment, imposition and other outgoing in respect of the plot allotted and the building and structures thereon within 21 days next after the same shall have become due and payable (whether lawfully demanded or not) or committing breach of any of the conditions herein contained the Karachi Development Authority may by notice in writing, cancel the allotment of the plot immediately or at the expiration of the period specified in the notice whereupon the Karachi Development Authority may enter into upon and retain possession of all buildings, structures, materials and things thereon for its absolute use and benefit out in such event, the Karachi Development Authority may if it thinks fit, on after deducting all sums owing to it and expenses incidental to the sale and such other sums by way of liquidated damages as the Karachi Development Authority may reasonably estimated.

21. The allottee shall have to intimate to Karachi Development Authority any change in his postal address and until then all notices sent by registered post to the address given in his application for allotment of a plot shall be deemed to have been received by the allottee.

22. The above terms and conditions shall constitute a firm offer and acceptance on the part of Karachi Development Authority and the allottee for the occupancy right in the plot allotted to him by the Karachi Development Authority and shall create a binding agreement between Karachi Development Authority and the allottee.

23. Time shall be the essence of this agreement.

I, ....., son of..... the Managing Director/Partner/Proprietor of the firm entitled as ....., residing at..... Karachi, have read the above mentioned terms and conditions specified by Karachi Development Authority for allotment of Light/Cottage Industry plots in Karachi Development Authority Scheme..... and have accepted them.

Witness with address—

Signature of the allottee

(1).....

Witness with address—

(2).....

#### APPENDIX "G"

#### TERMS AND CONDITIONS OF AUCTION OF SHOPS IN KARACHI DEVELOPMENT AUTHORITY SCHEMES

1. The auction is unrestricted and open to all.
2. The Karachi Development Authority reserves the right to accepted or reject and bid without assigning any reason during or after the auction
3. The successful bidder shall be required to pay the 1st instalment equivalent to 25 per cent of the total bid money (cost) in cash or through a Bank Draft at the fall of hammer, failing which his bid shall be cancelled and the bidder debarred from taking part in the auction proceedings.
4. The balance 75 per cent of the cost would be payable by the successful bidder in lump sum within three months of the issue of the Allotment Order/Demand Notice.
5. In addition to the above, the successful bidder shall be required to pay the ground rent every year in advance at 25 paisa for every four square yards or part thereof, from the date of possession till the period of lease.
6. Possession of the shop will be handed over when full payment of the cost as per aforesaid paras 3 and 4 has been made by the successful bidder.
7. The successful bidder shall be permitted to transfer the right of lease hold only after the execution of conveyance deed in respect of the superstructure and lease deed in respect of the plot of land on which the shop is constructed and on payment of full cost, ground rent for one year in advance together with a mutation fee of Rs. 10.
8. The plot on which the shop is constructed shall be leased out for 99 years on payment of full cost and the ground rent for one year in advance.
9. All costs in connection with the conveyance deed, lease deed and registration fee, etc., shall be borne by the successful bidder.
10. The reserve price for shops will be Rs.....for "A" type shops (measuring..... square feet) and Rs.....for "B" type shops (measuring.....sq. ft.)
11. The plot on which the shop is constructed shall be allotted on 99 years lease, renewable for a further period of 99 years at the discretion of the lessor.
12. The successful bidder shall be required to sign the agreement containing the terms and conditions of allotment of the plot on which the shop is constructed immediately after the bid has been given.
13. The final bid shall be subject to confirmation by the Allotment Committee of the Karachi Development Authority.



## APPENDIX "H"

TERMS AND CONDITIONS OF LETTING OUT OF SHOPS/RESIDENTIAL FLATS IN  
KARACHI DEVELOPMENT AUTHORITY SCHEMES

1. Allotment order shall be only a licence to use the premises subject to the following conditions.
2. Karachi Development Authority who shall have the authority to eject the licensee will at any time after serving him with a notice of one month, except of breach of any terms and conditions in which case the period of notice shall be upto 15 days, but not less than 7 days.
3. The licensee shall under no circumstances use the premises for a purpose other than purpose for which allotment has been made, which shall be specified in the order.
4. The licensee shall not store any offensive or combustible material in the premises nor use it for any purpose contrary to law nor shall do or cause anything to be done which may amount to public nuisance.
5. The licensee shall not cause any damage to the premises and shall on termination of tenancy of the premises, deliver vacant possession of the premises in the same condition as he had taken it over, the usual wear and tear excepted.
6. The licensee shall not make any additions or alterations, whether minor or major, temporary or permanent, in the premises.
7. The licensee shall permit the owners or their representatives to inspect the premises at all reasonable times.
8. Water and/or electric consumption charges, or any other service charges (or any taxes leviable by the competent authorities) in respect of the premises in question shall be payable by the licensee exclusive of the monthly rent of the premises.
9. The monthly rent of the premises will be Rs..... This shall be payable by the licensee in advance by 5th of each calendar month. If rent is not paid by the aforesaid date he shall have to pay interest at 6 per cent per annum and if the rent is not paid before the close of the month, the license shall be liable to be terminated and the licensee shall be "liable for ejectment".
10. The licensee shall have to deposit with the owner an amount equal to three months rent as a security which shall be refunded to him on termination of the license, after deducting arrears of rent or cost of damage, if any, that may have been caused to the premises during its occupation by the licensee.
11. The licensee shall keep the premises and adjoining area clean and in good sanitary condition.
12. If the licensee does not start regular and normal business/residing, in the premises within three months/one month of taking over possession, the owner shall have the option to terminate the license and the licensee shall be liable to ejectment, after serving 7 days' clear notice.
13. If the licensee takes any partner in his business which he might carry on in the premises or he allows any one to reside with him the said partner/resident shall have no right, title or interest in the license of the premises notwithstanding any terms and conditions in the agreement or contract which the licensee might enter into with this partner in respect of the premises contrary to the terms and conditions of this agreement.
14. If the licensee fails to abide by any of the terms and conditions of this agreement the owner shall have the option to terminate the license and the licensee shall be liable to ejectment. The licensee shall be entitled to remove all his goods and belongings from the premises within one week of the receipt of the notice. If the licensee fails to remove any of his goods from the premises within 7 days these shall become the property of Karachi Development Authority without payment of compensation and the licensee shall have no claim thereto.
15. The licensee shall not transfer the license nor sublet the premises or allow any other person to occupy the premises under any circumstances.
16. The licensee in the event of any dispute relating to any matter including the rent, will not have recourse to the civil court but will refer all disputes to the Commissioner, Karachi, as sole arbitrator whose decision shall be final and binding on the party.

I,....., son of.....residing at.....Karachi, carrying on the business of.....at.....Karachi, have read the abovementioned terms and conditions prescribed by the Karachi Development Authority for letting out shops and residential flats in the Block 'A' and 'B' Buildings, Bohri Bazar, Karachi and have accepted them.

Signature of the Prospective Licensee

Signed before me.

Magistrate, 1st Class, Karachi.



## APPENDIX "I"

## TERMS AND CONDITIONS OF ALLOTMENT OF FLATS TO K.D.A. EMPLOYEES

1. The flat shall be occupied for a period of one year only or till such time the tenant remains in K.D.A., whichever is earlier, provided that he does not commit breach of any terms and conditions.
2. The employee shall have to vacate the flat within one month on his ceasing to be an employee of this Authority earlier than the stipulated period of the year.
3. Minimum rent of the flat, which will be deducted from his monthly salary, will be Rs. 32 per mensem. If the employee is drawing Rs. 320 per mensem or less as his basic pay he shall pay Rs. 32 per mensem. If he is drawing more than Rs. 320 per mensem shall pay 10% of his basic pay provided that officers drawing over Rs. 500 per mensem as their basic pay shall be allowed to occupy two flats on payment of double the minimum rent that is Rs. 64 per mensem or 10% of their basic pay whichever is higher. Employees drawing basic pay upto Rs. 500 per mensem shall be entitled to allocation of one flat each. The terms 'Basic Pay' for the purpose of calculating rent means :—
  - (a) Pay, including special pay, if any.
  - (b) Pension,
  - (c) 50% (50%) of Dearness Allowance, treated as part of pay.
  - (d) In the case of an employee under suspension and in receipt of a subsistence grant, the amount of the subsistence grant, provided if such employee is subsequently allowed to draw pay for the period of suspension, the difference between the rent recovered on the basis of the subsistence grant and the rent due on the basis of the emoluments ultimately drawn should be recovered from him.
4. In case the employee, after taking over possession, intends to vacate the flat he should inform the Land Department, K.D.A. and the Executive Engineer, North Nazimabad Division, K.D.A. one month in advance. If he vacates the flat before the expiry of a calendar month, he will have to pay full rent of that month during which he vacates the flat.
5. Rent will commence to be charged with effect from.....
6. The employee will be held responsible for any damage caused to or loss of fittings, fixtures, etc., provided in the flat.
7. If the employee to whom a flat is allotted dies, is removed, dismissed, retires from service, proceeds on leave preparatory to retirement or resigns from his appointment, allotment made to him will be cancelled with effect from one month after the date of his death, removal or dismissal, retirement or proceeding on leave preparatory to retirement as the case may be or with effect from any date after such event referred to above on which the flat is actually vacated whichever is earlier.
8. Rent as specified in (3) above does not include the following service charges which are payable by the allottee to the appropriate authority direct in addition to the rent specified above :—
  - (a) Cost of electric energy ;
  - (b) Meter charges ;
  - (c) Sanitation charges ; and
  - (d) Any other charges or taxes which any competent authority may levy on the allottee.
9. In case no salary is drawn by the employee during a particular month, on account of leave without pay or due to any other reason, the amount of rent due will be recovered from his next pay bill in lump sum.
10. The employee who has been allowed to occupy the flat shall not sub-let it to any other person or mutually exchange it with other employee. The sub-tenancy will not under any circumstances be recognized by this Authority. The employee will remain personally responsible for any amount payable in respect of the premises or for any damage caused to it beyond the usual fair wear and tear.
11. The employee should maintain the premises in proper sanitary condition.
12. If the employee is found to have furnished false information or subsequently commits any breach of the terms and conditions prescribed herein or cause annoyance to other occupant, uses or permits the premises to be used for any purpose other than for his own residence, he shall be required to vacate the flat on 15 days' notice.



## APPENDIX "J"

TERMS AND CONDITIONS OF ALLOTMENT OF SITES FOR PUBLIC BUILDINGS  
IN K.D.A. SCHEMES

## SCHOOLS SITES

1. The Educational Institutions should be registered with the Directorate of Education or any other appropriate authority.
2. Recommendation of the Directorate of Education or any other Appropriate Authority should be produced for allotment of land.
3. The site should not be used for any purpose other than for what it has been allotted.
4. The institutions should be open to all communities.
5. The occupancy value shall be payable in the following manner :—
  - 1st instalment with application.
  - 2nd instalment before possession.
  - 3rd and 4th instalment in two equal yearly instalments from the date of issue of possession order.
6. A lease for 99 years shall be granted on payment of full occupancy value, and ground rent, in advance.
7. Ground rent at 6 paisa per sq. yd. shall also be payable from the date of possession.
8. Building plans shall be subject to approval of C.T.P. & A., K.D.A.
9. Construction should be completed within two years from the date of issue of possession order.
10. The allotment shall be liable to cancellation in case of violation of the terms and conditions or non-payment of the dues in time as per schedule of payment, in which case 10% of the total occupancy value shall be forfeited.
11. Time shall be the essence of this agreement.

## CLINICS AND MATERNITY HOMES.

1. The applicants should be registered Doctors and should furnish recommendations of the Director of Health, Karachi.
2. The site should not be used for any other purpose except for what it has been allotted.
3. Payment shall be made in the following manner :—
  - 1st instalment with application.
  - 2nd instalment before possession.
  - 3rd and 4th instalment in two equal yearly instalments from the date of issue of possession order.
4. The building plans shall be subject to approval of C.T.P. & A., K.D.A.
5. The building shall be completed within two years from the date of issue of possession order by K.D.A.
6. A lease for 99 years shall be granted on payment of full occupancy value and ground rent in advance.
7. Ground rent at 6 paisa per sq. yd. shall also be payable from the date of possession.
8. Allotment shall be liable to cancellation for non-payment of the dues and also for violation of the terms and conditions specified above and 10% of the occupancy value shall be forfeited.
9. Time shall be the essence of agreement.

## MOSQUE AND IMAM BARAS AND CHURCHES

1. Allotment of Mosque sites will be made only to registered bodies free of cost provided that a No Objection Certificate is furnished from the District Magistrate, Karachi.
2. No residential/commercial buildings shall be allowed except on payment of the occupancy value prescribed for them.
3. The building plans shall be subject to approval of C.T.P. & A., K.D.A.
4. A lease for 99 years shall be granted.