



**Punjab Central Business District
Development Authority**

Government of The Punjab



Addendum No. 1

Lease, Management & Operations of Lahore Global Village (LGV)

Clause	Existing	Revised
Clause 4, Section 2, Instructions to Bidders	The Lessee will manage the premises at the operational level. The Lessee will be responsible to manage the Cleanliness, Maintenance and Electrical Equipment of the Premises.	The Lessee will be responsible for any damage of Government property etc. to the fixtures of Lahore Global Village. The Lessor will manage the outside area of premises at the operational level. The Lessor will be responsible for the <i>maintaining and operating of common areas within a property or complex. These common areas include lobbies, elevators, parking lots, landscaping, and shared facilities like restrooms or fitness centers."</i>
Clause 5, Section 2, Instructions to Bidders	The Lessee will have to pay all applicable tax(s) according to the rules in addition to the payment of contract money.	No additional amount to be paid. Rates will be inclusive of taxes.
Clause 6, Section 2, Instructions to Bidders	The Base Rent for designated areas is as following: <ul style="list-style-type: none">• PKR 400/- for Retail Shops	Base Rent: The Base Rent for designated areas is as following: <ul style="list-style-type: none">• PKR 400/- for Retail Shops (PKR 325 for Retail Shops & PKR 75 for CAM Charges).
Clause 7, Section 2, Instructions to Bidders	The Lessee will pay the annual rent within 30 days of the start of each year.	The Lessee will pay the quarterly rent within 07 days of the start of each quarter.
Clause 4, Section 3, Fin Form 3, Summary of Costs	Rates are inclusive of all out-of-pocket expenses, management expenses and repair and maintenance charges.	Deleted





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Clause 2, Section 3, Fin Form 3, Summary of Costs	PKR 400/- for Retail Shops	PKR 400/- for Retail Shops (PKR 325 for Retail Shops & PKR 75 for CAM Charges).
Section 5, Contract Agreement	WHEREAS , the Demised Premises will be leased to the Lessee, and the Lessee will be granted an easement for access to and use of the Common Areas to benefit the Demised Premises.	Deleted
Clause 1, Sub Clause D & E, Section 5, Contract Agreement	D. In addition, the Lessee shall be granted an easement, allowing the use of the Common Areas (as defined in Clause 11 within the Project for the Term and the Lessee's use of the Common Areas shall subject to the terms and conditions outlined in this Agreement. E. The Lessor shall not interfere with or restrict the Lessee's reasonable access to and use of the Common Areas, provided such use aligns with the agreed-upon purpose of this Agreement.	Deleted
Clause 2, Sub Clause B(ii), Section 5, Contract Agreement	A rent of Rs. 400 per square feet to be calculated on the actual occupancy, or on seventy-five (75%), of the total covered area of [•] sq ft forming part of the Retail Shops as shown in the Lay-Out Plans in Schedule B, whichever is higher (" Retail Shops Rent ");	A rent of Rs. 400 per square feet (which shall include Rs. 75 charges for Common Areas' maintenance) to be calculated on the actual occupancy, or on seventy-five (75%), of the total covered area of [•] sq ft forming part of the Retail Shops as shown in the Lay-Out Plans in Schedule B, whichever is higher (" Retail Shops Rent ");
Clause 2, Sub Clause E, Section 5, Contract Agreement	The Lessee's rent obligations will be exclusive of all applicable taxes, whether present or future.	The Lessee's rent obligations will be inclusive of all applicable taxes.
Clause 6, Sub Clause A, Section 5, Contract Agreement	The Lessee shall pay, bear, and discharge diligently and promptly all current and future taxes, levies and other impositions charged in respect of the Demised Premises, including (without limitation) property taxes, betterment taxes, ground rent and special assessment.	Deleted





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Clause 6, Sub Clause B, Section 5, Contract Agreement	The Lessee or the sub-lessees shall pay, bear, and discharge diligently and promptly all current and future taxes, levies and other impositions charged in respect of the Demised Premises, including the applicable taxes on rental payments or any improvements erected by the Lessee to the Demised Premises during the Term of this Agreement.	The Lessee or the sub-lessees shall pay, bear, and discharge diligently and promptly all current and future taxes, levies and other impositions charged in respect of the Demised Premises, excluding the applicable taxes on rental payments of Demised Premises during the Term of this Agreement as it is covered in the rent.
Clause 8, Sub Clause D, Section 5, Contract Agreement	-	Addition Any and all alterations, installations, additions, and improvements made and installed by either the Lessor or the Lessee upon or in the Demised Premises which are of a permanent nature and which cannot be removed without damage to the Demised Premises shall become the property of the Lessor and shall remain upon and be surrendered with the Demised Premises as a part thereof at the end of the Term of this Agreement or any renewals or termination thereof.
Clause 11 (Common Areas & Maintenance), Section 5, Contract Agreement	-	Addition A. The Lessor shall be responsible for the maintenance and operation of all common areas within the Project which encompass lobbies, elevators, parking lots, landscaping, and shared facilities such as restrooms or fitness centres, as fully illustrated in Layout Plan in Schedule [•] (" Common Areas "). B. The charges associated with Common Area Maintenance (CAM) are included in the total rent payable for the retail shops leased under this Agreement. The Lessor acknowledges that the rent amount in Clause 2 covers both the base rent for the retail space and the CAM charges.





Clause	Existing	Revised
		C. The CAM charges shall be subject to adjustment every three (3) years. The Lessor shall increase CAM charges by [•]% every three (3) years to account for the increased costs associated with maintaining and operating the Common Areas. The first adjustment shall take place on [•].
Clause 12 (Inspection Committee), Section 5, Contract Agreement	-	<p>Addition</p> <p>A. During the Term of this Agreement, an Inspection Committee ("Inspection Committee") shall be formed for the purpose of conducting regular inspections to ensure the maintenance and well-being of the Project. The Inspection Committee shall comprise of any three of the following five members by the Lessor with the following designations:</p> <ul style="list-style-type: none">i. Director Building Controlii. Deputy Director Administrationiii. Deputy Director Technicaliv. Officer Administrationv. Officer Building Control <p>B. The Inspection Committee shall perform day-to-day inspections of the Project to assess and ensure its proper maintenance, security, and overall condition.</p> <p>C. The Committee members shall monitor and oversee routine maintenance activities, ensuring that repairs are promptly addressed, and necessary upkeep is carried out in a timely manner.</p> <p>D. The Inspection Committee shall prepare regular reports detailing the findings of their inspections, including any identified issues or recommended improvements.</p>





Clause	Existing	Revised
		<p>These reports shall be submitted to both the Lessor and Lessee for their review.</p> <p>E. In the event that the Inspection Committee identifies any concerns related to the Project, they may make recommendations to the Lessor and Lessee for necessary actions to address and rectify the issues promptly.</p> <p>F. The Lessor and Lessee shall provide necessary cooperation and access to the Project to facilitate the Inspection Committee's responsibilities.</p>
Clause 13 (The Lessee's Covenants), Sub Clause IX, Section 5, Contract Agreement	-	The Lessee covenants that it shall not hinder or obstruct the Lessor in the performance of its duties related to the maintenance and operation of the Common Areas within the Project. The Lessee shall cooperate with the Lessor's efforts to maintain the Common Areas, including adhering to any reasonable rules or restrictions imposed by the Lessor for the smooth operation and maintenance of the Common Areas.
Clause 14 (The Lessors Covenants), Sub Clause II, Section 5, Contract Agreement	-	The Lessor covenants that during the Term of this Agreement, the Lessee shall be allowed access to the Common Areas within the Project. The Lessee shall have the right to access and use the Common Areas for the purposes associated with the operation of the Demised Premises, provided that such use is reasonable.
Clause 15 (Insurance), Section 5, Contract Agreement	Such insurance policies shall be in full force and effect at all times and shall cover the entire Demised Premises and any equipment, fixtures, improvements, and any other assets located within the Demised Premises.	Such insurance policies shall be in full force and effect at all times and shall cover the entire Demised Premises, excluding the Open Area, which shall be maintained and insured by the Lessor.



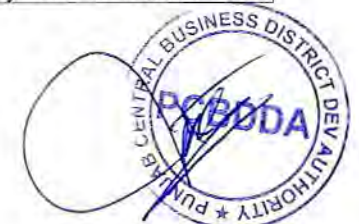


Clause	Existing	Revised
Clause 16 (Easements), Section 5, Contract Agreement	-	<p>Addition</p> <p>The Lessee shall have the non-exclusive right and easement of use, access to, and enjoyment of the Common Areas. In particular, but without prejudice to the generality of the foregoing, the following rights are granted:</p> <ol style="list-style-type: none">i. Full right to pass and re-pass over the roads, pavements, and internal passageways of the Project.ii. The right to access other parts of the Project in the event of fire or any other case of emergency for the purposes of exit.iii. The right to use common utilities, including water, electricity, and any other essential services provided within the Common Areas, subject to the terms and conditions set forth by the Lessor.iv. The right to access and use any designated parking areas within the Common Areas for the convenience of the Lessee and its sub-lessees, sub-licensees and their employees, clients, or invitees, subject to any parking rules or allocations established by the Lessor.
Clause 22 (Default), Section 5, Contract Agreement	-	<p>Addition</p> <p>A. In the event that the Lessee fails to perform or breaches any of the covenants, terms, or conditions of this Agreement, including but not limited to the failure to make any payment of rent within the specified period, the Lessor may declare the Lessee in default.</p>





Clause	Existing	Revised
		<p>B. Upon such declaration of default, the Lessor shall provide written notice to the Lessee specifying the nature of the default and providing a reasonable cure period, not less than fifteen (15) days, during which the Lessee may remedy the default. If the Lessee fails to cure the default within the stipulated cure period, the Lessor may, at its sole discretion, pursue any or all of the following remedies:</p> <ul style="list-style-type: none"> i. Terminate the Agreement and repossess the Demised Premises. ii. Cut-off any of the utility supply to the Demised Premises. iii. Seek specific performance or injunctive relief to enforce the terms of this Agreement. <p>C. In the event of default, the Lessee shall be responsible for all costs, expenses, and reasonable attorney's fees incurred by the Lessor in enforcing its rights under this lease agreement.</p>
<p>Clause 24 (No Partnership, Section 5, Contract Agreement)</p>	<p>-</p>	<p>This Agreement does not create, intend to create, nor shall it be construed to create, any partnership, joint venture, agency, or any other form of business association between the Lessor and the Lessee. Each Party expressly disclaims any such relationship and any authority of one party to bind the other party in any manner whatsoever, beyond the terms expressly set forth in this Agreement. The Parties agree that their relationship is strictly that of Lessor and</p>





Clause	Existing	Revised
Clause 30 (Indemnification) Sub Clause B, Section 5, Contract Agreement	-	Lessee, and each shall act independently and not as a representative or agent of the other. Addition Notwithstanding any provision to the contrary, the maximum liability of the Lessee under this Clause shall be limited to an amount equal to 10% of the minimum annual rent payable by the Lessee under this Agreement.

