

Commercial Contract

Agreement for the Lease of Agricultural Land



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7
helpdesk@smeda.org.pk

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 helpdesk.punjab@smeda.org.pk	5 TH Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 helpdesk-khi@smeda.org.pk	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 helpdesk-pew@smeda.org.pk	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 helpdesk-qta@smeda.org.pk

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Legal Services, SMEDA-PUNJAB

The Legal Services (LS) is a part of Punjab Office of the Small Medium Enterprises Development Authority (SMEDA) and plays an important role in providing an overall facilitation and support to the small and medium businesses for information dissemination among the SMEs on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays an important role in their sustainable development.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as of the shelf commercial contract templates will provide the users with ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions. However, SMEDA, accepts no responsibility and expressively disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

Agreement for the Lease of Agricultural Land

This Agreement is executed at (Place) ----- on this (Day) -----
----- of (Month) ----- (Year) -----.

Between

1. Mr./Ms -----S/O-----R/O-----
-----having
CNIC #-----

And

2. Mr./Ms -----S/O-----R/O-----
-----having
CNIC #-----

1. Party A, Lessor having agricultural land (hereinafter called Party A).

And

2. Party B, Lessee is a farmer (hereinafter called Party B).

WHEREAS, the party B desires to get agricultural land for farming from party A, the Lessor on lease.

NOW THEREFORE, Parties involved in this lease desirous of entering in to the agricultural land lease agreement in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1.Land Description: Address: [Address of the Agricultural Land] Legal Description: [Legal Description of the Land] Acreage: [Total Acreage Leased]

2.Terms of Lease:

2.1 Lease Term: The lease term will begin on [Start Date] and end on [End Date]. This agreement may be extended (if required) with the mutual consent of both the parties in writing.

2.2 Lease Money: The party B agrees to pay the party A, a total lease money of Rs. [Lease Amount] for the entire lease term, payable in

[Payment Frequency] installments. Payment shall be made to the party A's bank account under the bank title -----and A/C No. ----- or in cash to the address mentioned above as mutually agreed.

2.3 Use of the Land: The party B shall use the land solely for agricultural purposes, including but not limited to [Specify the types of crops or livestock allowed]. The party B shall not use the land for any other purposes without prior written consent from the party A.

2.4 Maintenance and Repairs: The party B shall maintain the land, including fences, irrigation systems, and any other improvements, in good working condition. The party B is responsible for all necessary repairs and maintenance during the lease term.

2.5 Access to the Land: The party A shall have the right to access the land for inspection and other lawful purposes, provided that reasonable notice is given to the party B.

4.Termination: Either party may terminate this agreement with written notice of [Notice Period] days. In the event of a breach of this agreement by either party, the non-breaching party shall have the right to terminate this agreement immediately.

5.Security Deposit: The party B shall provide a security deposit of Rs[Security Deposit Amount] to the party A upon signing this agreement. The deposit will be returned to the party B within [Number of Days] after the lease term ends, minus any deductions for unpaid rent or damages.

7.Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [Province/Country].

8.Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

9.Amendment and Waiver: -

No amendment, supplement or modification of or to any provision of this Agreement or any of the other agreements referred to herein, or any waiver of any such provision or consent to any departure by any party from the terms of any such provision shall be effective unless agreed in writing.

10. Expenses: -

Each party shall pay its own costs and disbursements of and incidental to this Agreement and the transactions contemplated hereunder.

11. Taxation: -

Every partner shall be responsible for his/her any applicable taxes in relation to this agreement.

12. Arbitration: -

In case of dispute the matter shall be decided mutually or through arbitration.

13. Effective Date

This deed of agreement shall be effective from the date -----day----month----year.

IN WITNESSES WHERE OF THE PARTIES HAVE SET THEIR HANDS ON THIS -----DAY -----MONTH, ----- YEAR AT -----PLACE

**For and on behalf of the
Party A**

Signature: _____

Name: _____

CNIC / Passport # _____

**For and on behalf of the
Party B**

Signature: _____

Name: _____

CNIC / Passport # _____

WITNESS # 1

Signature: _____

Name: _____

CNIC / Passport # _____

WITNESS # 2

Signature: _____

Name: _____

CNIC / Passport # _____