پاکست ان ريا ويذ اويش پر مندون آف ا

## نسوثسس نيسلام عسام

موام الناس كوطل كياجاتا بكرد يلو - كى زيمن برائ ماؤل با زار. دوكانات ، زمرى، فاجر سال اوركودام كملي مندرد. ول تاريخ ل كوموقع يريذ ربعد نظام عام ليزيردى جائ كى-

-تامد بالغ بولى	مقام نیلامی (ریلوےاشیشن)	T لَى اول يليو	٦رڴڟؚٵ
حاصل پورز ۱۴ لال بازار: رتب: 6X20 مرار (سیزی منڈی) ، معمب موڈ آدم دانین پہلے سے تعیر شدددد کا بات بخص خان، حاصل پور، چشتیاں زمری: بلداد، کاد سیز نبر 15/2-3، بتحمب موز آدم دانین خالبرسال: لیافت پور، بتحمب موز آدم دانین، بلداد	بلداد	ی دایین اور سمہ سل	11-02-2025
پاکتن: - غیر همیر شده دوکانات اور پہلے تصمیر شده دوکانات بالال بازار: رقب: 160 مرار عارف دالا: - بالال بازار: رقب: (1) 160 مرار (لط بازار) (2) 80X4 مرار میزی معذی (3) 40 مرار میزی معذی (4) 200X2 مرار (Grain/Goods Mandi) غیر همیر شده دوکانات اور پہلے تحمیر شده دوکانات کودام: 1 صدو معذی یور یو الا:- غیر همیر شده دوکانات اور پہلے تحمیر شده دوکانات	پاکیتن	بإكيتن	13-02-2025
بازل بازار: فتروال (40 مرك) ، مجليب رو مرك) ، فرد ماس (40 مرك) فيرتير شده ددكانات : بهاد ظرب بادون آباد، مدر ، مجلي دالا ، ورد ماس (40 مرك) فرسرى: بهاد ظرر باردن آباد، فتروال، كوميز شر 62-63 ، , 40.31-32 ، مدر ، مجلي دالا ، فرد ماس	Psy.	Psy.	14-02-2025

وت يلاى 00:00 بر = = = = = 20:00 بر عد الدوندكان 00:00 بر عد 100 بر على مودت يول كرمتام وماخردون ع كدان كام جود كى عم Bid Form عمل كرما على الن كام جود كم على المرود الدي مع المردون على الن كام جود كم على المرود الدي مع المردون على الن كام جود كم على المردون على الن كام جود كم على المردون على الن كام جود كم على المردون على الن كام جود الن كام جود المردون على المردون المردون 01:00 بج اللاى شروع كروى جائ كى تاخر ا فروا فروا ما كولى عدر قائل قول ند وقار

معاد ليز: \_ (1) فيرتغير شده اود تغير شده دوكانات 5 سال كاتوسى بالمى وشامندى عرماته (2) ماذل بازار 1 سال-(3) كودام 5 سال كاتوسى بالمى وشامندى عر ماته- (4) فاجرعال 5مال (5) زمرى 3مال مزيد مالكاقت بابى دخامدى كماته-

بول من شوايت كي فيس تاقاش والمي يوكى اور زرهانت (Earnest Money) Call Deposit Receipt CDR يوكد كي محاد بنك كي حادى كرده يويطور زرهانت يحق دويرش اكاديش آفسير باكستان ريلو يدلمان كمام موريولى دمنده كوشتافتي كارد كافش لازى ديناموكي.

(1)دوكات كالى - 100000 دويك CDR يغور زدهات ويابوكى - يولى ش شوليت كى في (تاتل والى) يو مشرول ( ومزكت ا خلع بيدكواش كيلي منا - 10000 دو يداد يعو ف شرول كيد مل - 1000 رويد فقد جع كرانا موكى-

(2) ماذل ادار 2 لے - 300000 روپے کا CDR الور زرهانت دينامول يول عن شوالت کا في (17 علودالوں) مل - 10000 روپاند م كا كامول

(3) كوام ك في 500000 دويك CDR بلود ودهات وياموك يول عن مول كال (50 على والحك) مل 20000 دويقد مع كرانا موك .

(4) قابر عال 2 في 50000، ديك (CDR) بغور (رحاف ديا مول من موليت كالمي ( + 1 على والدى) - 50001 دو يافق من كرا عدوك .

(5) زمرى بالى 2 في - 50000 دو يك (CDR) بطور زدهانت دياموكى اوريولى عن شوايت كافس (3 قال دائى)- 50001 دو ينتر ف كرا، مركى

المت ام يول ديندكان كو دى كى يول كى رقم كانسف (50%) موقع يرج كرانا موكا\_معورت ديكر CDR كمورت عراق شده رقم بحق مركار منيط كرل جائ كريول ك יד ביני אי (15) בנונול CDR לעל נופל.

الله كامياب يول ديندگان كواكتان ريد \_ كامرف \_ جارى كرده متكورى في جدره يم (15) ش تكور فى كارتم جن كرانا يوكى بمورت ديكر MR كامورت ش ين شدرتم بن مركار مدارل باعك-

نوث ارتبادرجك كم مل مطومات با كمتان ريلو مادر PPRA كى ويب ماعد www.pakrail.gov.pk , www.ppra.org.pk يدارته وعدى باعق مي ررتبادرجك ككمل معلومات نقف عرماتها في والريكش ماج في اين ليند، باكمتان ويلو معلمان المستند الجميئر ، باكتان ويلو ، بهادتش از يلو المتكر الدرس ، باكتن ، بهادتش ، مدر القر مدرد ادر مشرواندن کوبان دفتر کادقات من ال جاعق من و نيز مندرد بالامعلومات المشن مروقع يرا الفن مين - محى ال جاعق من

جانزيب (افي دائر يمثر رار في ايد ليند) مائ دوي الم يرنتذ ت ياكتان د لو مان مابط فير 061-9330831 مابط فير 061-93

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#### No. 473-W/9225/Model Bazar/HSU/2024

#### Subject:- OPEN PUBLIC AUCTION OF RAILWAY LAND FOR SHOPS, MODEL BAZAR, NURSERY, GODOWN AND FIBER STALL PURPOSES OVER MULTAN DIVISION.

The following surplus Railway land will be leased out through Open Public Auction for shops, Nursery, model bazaar, godown and fiber stall purposes as per terms and conditions of bid form.

#### AIOW/IC/SKZ

#### Already Constructed Shops:-

S. No.	Location	No of Shops	Purpose	Period of Lease in Years	Date of Open Auction	Time	Place of Open Auction
1	HSU Station Yard R/S Different Size	5	Shops	5+5 Years	11-02-2025	9:00 to 4:00	Railway Station Baghdad
2	BKK Yard R/S (Size 12'X28')	2	-do-	-do-	-do-	-do-	-do-
3	Chishtian Station Yard (Different Size)	6	-do-	-do-	-do-	-do-	-do-
	Total	13					

#### Fiber Stall

S. No.	Location	Size	No. of Stalls	Period	Date of Auction	Time	Place of Auction
1	Baghdad Yard L/S	10'x10'	5	5 Years	11-02-2025	9-00AM to 4-00PM	Railway Station Baghdad

#### Model Bazar

S No	Location	Area in Marla	Purpose	Period	Date of Open Auction	Time	Place of open Auction
1	Hasilpur (20 Nos 6 Marla each )	6X20	Model Bazar	1 Year	11-02-2025	09:00 to 04:00	Railway Station Baghdad
Tota	al Area in Marla	120.00	-do-	-do-	-do-	-do-	-do-

#### Nursery

S No	Location	Area in Marla	Period	Date of Open Auction	Time	Place of open Auction
1	Baghdad Yard (01 No)	10.00	3+2 Year	11-02-2025	09:00 to 04:00	Railway Station Baghdad

## IOW/SMA:-

## Fiber Stalls

S. No.	Location	No. of Stalls	Purpose	Period	Date of Auction	Time	Place of Auction
1	Chamb More Adam Wahan	10	Fiber Stall	5 Years	11-02-2025	9-00AM to 4-00PM	Railway Station Baghdad
2	Liaqatpur D/S	30	-do-	-do-	-do-	-do-	-do-
	Total	40					

#### Model Bazar

S No	Location	Area in Marla	Purpose	Period	Date of Open Auction	Time	Place of open Auction
1	Chamb More Adam Wahan (02 Nos 10 Marla each)	20	Model Bazar	1 Year	11-02-2025	09:00 to 04:00	Railway Station Baghdad

#### Nursery

S No	Location	Area in Marla	Period	Date of Open Auction	Time	Place of open Auction
1	Chamb More near road to Lal Kamal (02 Nos 10 Marla each)	20	3+2 Year	11-02-2025	09:00 to 04:00	Railway Station Baghdad

#### IOW/PPX

## New Shops:-

S No	Location	No of Shops	Purpose	Period	Date of Open Auction	Time	Place of open Auction
1	Pakpattan (Different Size)	100	New Shops	5+5 Years	13-02-2025	09:00 to 04:00	Railway Station Pakpattan
2	Arifwala (Different Size)	30	-do-	-do-	-do-	-do-	-do-
3	Mandi Burewala (Different Size)	40	-do-	-do-	-do-	-do-	-do-
Tota	al Shops	170			· · ·		

#### Already Constructed Shops:-

S No	Location	No of Shops	Purpose	Period	Date of Open Auction	Time	Place of open Auction
1	Pakpattan (Different Size)	30	AC Shops	5+5 Years	13-02-2025	09:00 to 04:00	Railway Station Pakpattan
2	Mandi Burewala (Different Size)	02	-do-	-do-	-do-	-do-	-do-
3	Arifwala (Different Size)	02	-do-	-do-	-do-	-do-	-do-
	Total No of Shops	34					

## Model Bazar

S. No.	Location	No of Plot	Area in Marla	Period	Date of Open Auction	Time	Place of open Auction
1	Pakpattan Yard	1	160	01 Year	13-01-2025	09:00 to 04:00	Railway Station Pakpattan
	-	1	160 (Landa Bazar)	-do-	-do-	-do-	-do-
2		4	80 Marla each Sabzi Mandi	-do-	-do-	-do-	-do-
2	Arifwala Yard	1	40 Marla Sabzi Mandi	-do-	-do-	-do-	-do-
		2	200 Marla each (Grain/Goods Mandi)	-do-	-do-	-do-	-do-
	Total	9	1080 Marlas				

## <u>Godown</u>

S. No.	Location	No of Plot	Area in Marla	Period	Date of Open Auction	Time	Place of open Auction
1	Arifwala Yard	1	61.30	5+5 Years	13-01-2025	09:00 to 04:00	Railway Station Pakpattan

## <u>IOW/BWU</u>

## New Shops

S No	Location	No of Shops	Purpose	Period	Date of Open Auction	Time	Place of open Auction
1	MEF Yard	70	New Shops	5+5 Years	14-02-2025	09:00 to 04:00	Railway Station Bahawalnagar
2	BWU Yard	50	-do-	-do-	-do-	-do-	-do-
3	HRND Yard	20	-do-	-do-	-do-	-do-	-do-
4	L-Xing No.30 HRND Yard	5	-do-	-do-	-do-	-do-	-do-
5	Near BWU (L-xing No.94/A)	12	-do-	-do-	-do-	-do-	-do-
6	KCWL Yard	50	-do-	-do-	-do-	-do-	-do-
7	L-Xing No.99 to 100 (BWU-AMK Section)	15	-do-	-do-	-do-	-do-	-do-
	Total No of Shops	222					

## Model Bazar

S No	Location	Area in Marla	Period	Date of Open Auction	Time	Place of open Auction
1	Faqirwali (01 No)	40.00	1 Year	14-02-2025	09:00 to 04:00	Railway Station Bahawalnagar
2	Khichiwala (01 No)	40.00	-do-	-do-	-do-	-do-

3	Fort Abbas (01 No)	40.00	-do-	-do-	-do-	-do-
Total No of Plots		120.00				

#### Nursery

S No	Location	No of Plots & Area	Period	Date of Open Auction	Time	Place of open Auction
1	HRND Yard	05(5.00 Marla) 03(3.00 Marla)	3+2 Year	14-02-2025	09:00 to 04:00	Railway Station Bahawalnagar
2	Fort Abbas between KM No.99-100	01(5.00 Marla)	-do-	-do-	-do-	-do-
3	Faqirwali	02(20.0 Marla) 01(15.0 Marla) 03(10.00 Marla) 07(5.00 Marla) 05(3.00 Marla) 03(3.00 Marla) 2(2.50 Marla)	-do-	-do-	-do-	-do-
4	Between KM No.62-63 near Faqirwali Station	01(5.00 Marla) 01(10.00 Marla) 01(3.00 Marla)	-do-	-do-	-do-	-do-
5	Between KM No.65-66 near Faqirwali Station	02(3.00 Marla) 03(5.00 Marla) 03(10.00 Marla)	-do-	-do-	-do-	-do-
6	Between L-xing No. 31-32 HRND Yard	05(5.00 Marla) 03(4.00 Marla) 05(3.00 Marla) 02(2.00 Marla)				
7	HRND Yard	05(5.00 Marla) 03(3.00 Marla)	-do-	-do-	-do-	-do-
Total No of Plots & Area		66 Nos (347 Marlas)				

The open public auction will be held on above mentioned date and time alongwith earnest money and participation fee as under:-

S. No.	Purpose	Participation Fee (Non Refundable) (Rs.)	Earnest Money in Shape of CDR (Rs)
1	Shops	(i)Big Cities (District Headquarter) Rs.10000/- (ii)Small Cities Rs.5000/-	100000/-
2	Model Bazar	10000/-	300000/-
3	Fiber Stall	5000/-	50000/-
4	Nursery	5000/-	50000/-
5	Godown	20000/-	500000/-

- Each bidder shall have to deposit the earnest money in shape of CDR (Cash Deposit Receipt) only, in favor of Divisional Accounts Officer, Pakistan Railways, Multan as per above mentioned schedule alongwith copy of CNIC. CDR should not be older than 15 days on the date of auction.
- All the successful bidders shall have to deposit 50% of total bid money in shape of CDR at the time of auction.
- All the successful bidders shall have to deposit security amount and remaining Railway dues within 15 days after approval letter, otherwise their already deposited bid amount will be forfeited in favour of Pakistan Railways.

ON JUDICIAL PAPER

# AGREEMENT FOR LICENSE OF RAILWAY LAND FOR ALREADY CONSTRUCTED SHOPS

between the President of 202 Pakistan acting through the Divisional Superintendent, Pakistan Railways, (here in after called (here in after called the Licensor of one part) and Mr.\_\_\_\_ licensee of the other part). Whereas the Licensor has agreed with licensee to license & Division No. Now this indenture witnessed that in pursuance of the said Agreement and in consideration of the rent hereby reserved and the conditions and convents here in after contained and to be observed by the Licensee, the Licensor do here by demise upto the license of the said shop here in before mentioned to hold the same unto the licensee/tenant for a period of 05 years, extendable for further 5 years as per prevailing policy at that time commencing from the \_\_\_\_\_day of \_\_\_\_\_20\_\_\_. It is further mutually agreed and declared between the parties hereto as follows that is 1. That this license deed shall commence from the \_\_\_\_\_ day of \_\_\_\_\_ 202 to to say:-2. Non-refundable one time upfront fixed premium, Rs. \_\_\_\_\_ and annual rentals, per annum offered during open auction/sealed bid and duly approved by the competent authority i.e. Divisional Superintendent Total payable amount at the time of agreement including 60% upfront premium (40% at the time of auction + 20%, first installment at the time of agreement) in shape of installments as per policy + Annual rent of 6 months + security money equal to 6 months rental + amount of applicable tax amounting to Rs. has been deposited by the licensee with DAO/ . 40% remaining dated. unpaid premium shall be paid by the lessee in two installments i.e. at 6th month and 9th month of the agreement as per policy. Same shall be deposited in shape Pof advance cheques in favour of DAO 3. License period shall commence from the date of possession. 4. Rent shall be enhanced at the rate of 8% per annum on compound escalation till

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expiry of license period.
5. Railway Administration shall be at liberty to terminate this agreement at any time before the expiry thereof giving 30 days notice in writing without assigning any reason. Compensation shall be paid to the licensee at the proportionate period of deposited premium by the licensee. No rent shall be refundable in any case.

6. Security money (refundable) equal to 6 month rent amounting Rs. has been deposited by the licensee in advance.

 Annual rent shall be payable on 6 month basis with 8% compound increase per annum. Licensee has deposited cheques as mentioned below:-

S#	Period of rent	Cheque Amount (Rs) and Date	Bank Name
1	1st Half Year	Rs	
2	2 <sup>nd</sup> Half Year	Rs. after adding 8% annual increase	
3	3rd Half Year		
4	4 <sup>th</sup> Half Year	Rs. with 8% compound increase in	
5	5 <sup>th</sup> Half Year	Rs with 8% compound and annual rent.	
6	6 <sup>th</sup> Half Year	Rs. with 8% compound increase in	
7	7 <sup>th</sup> Half Year	Rs with 8% compound meters	
8	8th Half Year	Rs. with 8% compound increase in	
9	9 <sup>th</sup> Half Year	Rs with 8% compound mercer	
10	10 <sup>th</sup> Half Year	Rs	

per month with 8% annual

- 8. Initial rent of the shops is fixed as Rs. \_\_\_\_\_\_per month, while while the second escalation. In case of default of advance payment as annual rent or in case of dishonor of deposited cheque, <u>a penalty of Rs.200/- per day</u> shall be imposed for the first month of default and Rs.400/- per day for the 2<sup>nd</sup> month of default and Rs.400/- per day for the 2<sup>nd</sup> month of default and Rs.400/- per day for 3<sup>rd</sup> month. After three months, the license agreement shall be cancelled and land shall be possessed by Railway administration for re-auction. The penalties and overdue rent shall be adjusted from the security deposit of licensee. The defaulter shall not be allowed to participate in the future auction.
- 9. No structural alteration/addition to the shop shall be made by the licensee
   9. No structural alteration/addition to the shop shall be made by the licensee without prior approval/N.O.C from the Licensor in writing and the same will be made by licensee at his own cost which shall become the property of Pakistan Railways after vacation/expiry of license period.
- 10. In case of default or failure on part of the licensee or due to breach of any clause of agreement, the agreement shall be terminated as per clause 1 (e) of the agreement. The constructed shop alongwith any addition alteration made in the same shall automatically become the property of the Licensor, who shall be entitled to take possession therefore and the licensee shall have no claim what so ever in this respect.
- Licensee shall pay all Government taxes/duties/fee/Registration fee etc, including withholding tax what so ever payable or hereinafter to become payable in respect of the shop, levied from time to time by any agency of Provincial/Federal Government, Autonomous bodies, or Cantonment Board.
- 12. That the Licensee shell not sublet or transfer the possession of the shop or any portion thereof to any other person or persons in any matter without prior approval of the Licensor. In case license intends to sublet the licensed shops, he shall apply to the lessor for the same along with particulars of sub-lessee and will pay one year rent to Railway/Administration as transfer fee and shall be bound to all the terms and condition already agreed with the Licensee.

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However, the license period shall be treated from the date of agreement with the actual Licensee who was the successful bidder at the time of auction.

- 13. In case of death of licensee, shop shall automatically revert to the licensor, however, the legal heirs shall be compensated by refunding the premium by rationalizing the remaining period of the license unless legal heirs do not apply for transfer of license on his/her name. Title of license, rent deed can be transferable to any legal heir without any Transfer fee with the approval of
- 14. The licensee shall obtain the connection of services like telephone, electricity, Sui-gas and water supply etc, as required by him at his own expense from concerned Civil/Cantonment authorities by obtaining prior N.O.C from the Licensor, for each service connection separately. Licensor shall have no
- responsibility for provision of above said services in this regard. 15. Licensee shall personally be responsible for the security/safety of the structure and his employees working for him. He shall adopt all possible safety measures to ensure safe, clean and hygienic working conditions to avoid any own expenses accident/eventuality/loss or damages, licensee shall be responsible for all
- 16. Licensor/Pakistan Railways will not be held responsible to pay any damages or losses even in case of natural disaster. Licensee will keep Railway administration/Licensor indemnified against all the claims.
- 17. The licensee shall carry out periodical repair maintenance of the shop's structure at his own expenses and shall keep the surrounding area hygienically
- 18. No person shall be allowed to use Wheel barrows in front of shops/ parking area. Foot Path shall be used for only trespassing not for stacking of things, failing which license of the shop shall be cancelled and no claim whatsoever,
- 19. Shop can only be used for the business permitted by Federal/Provincial/District Govt: or by the Local/ Cantonment Board Authorities Following business shall however, are not allowed.
  - Firewood

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- Foundry Works
- Flammable articles, such as Kerosene Oil, Mobil Oil, LPG Gas etc.
- Intoxication beverages and drinks
- Fireworks, and Chemicals
- All forbidden items as mentioned in the manual of Pakistan Railways which may become safety hazard for Railway operations or can cause . security problem.
- Such other prohibited items as declared by Civil Admn: from time to time under section 144 or by promulgation if any order notice by the Government.
- 20. The cost of stamps of this agreement shall be borne by the licensee.

## 21. Force Majeure.

In the event, the licensee is rendered unable wholly or partially, by force majeure, to perform its responsibilities as outlined in the Contract, then licensee shall submit his representation with full particulars in writing to District & Railway administration as soon as possible after the occurrence of the calamity. The term force majeure shall mean acts of God. Tribal and War blockage, Insurrections, Riots and Civil disturbances, effects of which by the exercise of due diligence, licensee is unable to overcome. AGM/I will be competent to approve concession rentals in the above mentioned circumstances, upon the recommendation of Deputy Commissioner, Divisional Superintendent and Director Property & Land respectively.

22. Dispute Settlement: Any dispute between the parties as to matters arising pursuant to this agreement which cannot be settled amicably between parties at division level after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made thereunder and any statutory modifications thereto. It is mutually agreed between parties that the CEO/Sr.GM shall act as sole arbitrator and his decision shall be final. Venue of the arbitration shall be at Lahore.

In witness where of the parties to those present have here unto set their hands at the places and on the date here in after mentioned respectively.

Signed an	d delivered for	and behalf of the	President of Pakistan.	Esq
		Pakistan Railways,		day
of	20		the presence of,	

#### LICENSOR

#### Divisional Superintendent Pakistan Railways,

#### LICENSEE

1-Name	n South-R	
	Name	
Father Name	- Address	
Address		
	N.I.C. No.	
N.I.C No	-	
- Name		
- Name		
Father Name		
Address		
VIC No		
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WITNESS

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#### Stamp Paper Rs.200

## AGREEMENT FOR LEASE OF RAILWAY LAND FOR SHOPS.

This agreement made this \_\_\_\_\_day of \_\_\_\_201\_between the president of Pakistan acting through the divisional superintendent, Pakistan Railways, Sukkur (here in after called the Lessor of one part) and Mr. \_\_\_\_\_\_(here in after called the lessee of the other part). Whereas the Lessor has agreed with lessee to lease out a piece of Railway Land measuring (12'x15' =180 Sft) for the purpose of shop, as per approved plan No.\_\_\_\_\_\_being Headquarter No.\_\_\_\_\_\_

Now this indenture witnessed that in pursuance of the said Agreement and in consideration of the rent hereby reserved and the conditions and convents here in after contained and to be observed by the Lessee, the Lessor do here by demise unto the lease of the said shop here in before mentioned to hold the same unto the lessee/tenant for a period of 10 years, with no further extension in any case commencing from the

\_\_\_\_day of \_\_\_\_20\_\_.

It is further mutually agreed and declared between the parties hereto as follows that is to say:-

- 1. a. That this lease deed shall commence from the \_\_\_\_day of \_\_\_\_\_2016 to \_\_\_\_\_day of January 2026 for \_\_\_\_\_\_ years without any further extension.
- b. Non-refundable premium offered during open auction of Rs.\_\_\_\_\_and approved by the competent authority has been deposited by the lessee with <u>DAO/SUK</u> DPM Receipt No \_\_\_\_\_dated:\_\_\_\_\_RS\_\_\_\_, DD No \_\_\_\_\_dated:\_\_\_\_\_Rs.\_\_\_\_, DD No \_\_\_\_\_dated:\_\_\_\_\_Rs.\_\_\_\_, and mr. No. \_\_\_\_\_Dated:\_\_\_\_\_\_Rs.\_\_\_\_.
  - c. Lease period shall commence from the date of possession.
  - Rent shall be enhanced at the rate of 8% per annum on compound escalation for the remaining years of lease period.
  - e. Railway Administration shall be at liberty to terminate this agreement at any time before the expiry thereof giving 90 days notice in writing without assigning any reason and without being liable to pay any compensation for such termination.
    - Initial rent of the shop is fixed as Rs \_\_\_\_\_- per month, with 8% annual increase which the Lessee shall pay to the Lessor before 10<sup>th</sup> of each month. After expiry of the lease due date, a fine of Rs. 50/- per day shall be charged in addition to the usual rent of the shop.
    - 3. No structural alteration/addition to the shop shall be made by the lessee without prior approval/N.O.C from the Lessor in writing and the same will be made by lessee at his own cost which shall become the property of Pakistan Railways after vacation/expiry of lease period.
    - 4. In case of default or failure on part of the lessee or due to breach of any clause of the agreement, constructed shop alongwith any addition alteration made in the same shall automatically become the property of the Lessor, who shall be entitled to take possession therefore and the lessee shall have no claim what so ever in this respect.
    - Lessee shall pay all Government taxes/duties/fee/Registration fee etc, what so ever payable or hereinafter to become payable in respect of the shop, levied from time to time by any agency of Provincial/Federal Government, Autonomous bodies, or Cantonment Board.

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- 6. That the Lessee shell not sublet or transfer the possession of the shop or any portion thereof to any other person or persons in any matter without prior approval of the Lessor. In case the same is happened then the sub-lessee shall have to pay two year annual rent to Railway/Administration as transfer fee and shall be bound to all the terms and condition already agreed with the Lessee. However, the lease period shall be treated from the date of agreement with the actual Lessee who was the successful bidder.
- Title of lease, rent deed can be transferable to any legal heir subject to the payment of Transfer fee equal to one year annual rent to the Lessor with the approval of the Directorate of Property & Land.
- 8. The lessee shall obtain the connection of services like telephone, electricity, suigas and water supply etc, as required by him at his own expense from concerned Civil/Cantonment authorities by obtaining prior N.O.C from the Lessor, for each service connection separately. Lessor shall have no responsibility for provision of above said services in this regard.
- 9. Lessee shall personally be responsible for the security/safety of the structure and his employees working for him. He shall adopt all possible safety measures to ensure safe, clean and hygienic working conditions to avoid any mishap/incident, at his own expenses and in case of any accident/eventuality/loss or damages, lessee shall be responsible for all consequences/damages.
- 10.Lessor/Pakistan Railways will not be held responsible to make any damages or losses even in case of natural disaster. Lessee will keep Railway administration/Lessor indemnified against all the claims.
- 11. The lessee shall carry out periodical repair maintenance of the shop's structure at his own expenses and shall keep the surrounding area hygienically neat and clean at all the times. No person shall be allowed to use Wheel barrows in front of shops/ parking area, Foot Path shall be used for only trespassing no for stacking of things, failing which lease shops shall be cancelled and no claim whatsoever, will be entertained.
- Shop can only be used for the business permitted by Federal/Provincial/District Govt: or by the Local/ Cantonment Board Authorities Following business shall however, are not allowed.
  - Firewood

- Foundry Works
- Flammable articles, such as Kerosene Oil, Mobil Oil, LPG Gas etc.
- Intoxication beverages and drinks.
- Fireworks, and Chemicals
- All forbidden items as mentioned in the manual of Pakistan Railways which may become safety hazard for Railway operations or can cause security problem.
- Such other prohibited items as declared by Civil Admn: from time to time under section 144 or by promulgation if any order notice by the Government.
- 13. That in the event of any question of dispute/misunderstanding arising between lessee and the lessor, the lessee in no way drag the dispute in court of law but, the matter shall be referred to the Chief Executives/Sr. General Manager, Pakistan Railways, who will appoint an Arbitrator whose decision shall be final and binding upon both the parties.

14. That in the event of the breach of any of the terms & conditions of the agreement by the Lessee or on the Lessee's failure to pay the rent in the manner stipulated in the agreement, Lessor shall be entitled to terminate the lease by giving one month notice.

15. The cost of stamps of this agreement shall be borne by the lessee.

In witness where of the parties to those present have here unto set their hands at the places and on the date here in after mentioned respectively.

President of of the behalf and on delivered for Signed and Esq. Divisional Superintendent, Pakistan Railways, Pakistan. signed in 20 day of Sukkur on the presence of,

#### LESSOR

Divisional Superintendent Pakistan Railways,

#### WITNESS

## LESSEE.

1- Name	
Father Name	
Address:	
N.I.C.No.	

Name.	The second second second
Address	
N.I.C. No	

2- Name	
Father Name	
Address:	
N.I.C.No.	

#### ON JUDICIAL PAPER

## AGREEMENT FOR THE LICENSING OF RAILWAY LAND FOR NURSERIES PURPOSE

This agreement made on \_\_\_\_\_ day of \_\_\_202\_\_\_ between President of Pakistan, through the Divisional Superintendent, Pakistan Railways, \_\_\_\_\_ (herein after called Railway Administration as licensor) of the one part and Mr / Messrs....\_\_\_\_\_ (hereinafter called the licensee) of the other part, regarding licensing of Railway land for Nurseries, are hereby agreed as follows:-

- 1. The licensee is permitted to use the piece of Railways land measuring \_\_\_\_kanal / acres at \_\_\_\_\_ station for nursery purpose as shown on approved Plan No.\_\_\_\_\_, here annexed for a period of 03 years extendable for 02 years, commencing from \_\_\_\_\_. Under this license agreement, the term "Nursery purpose" includes utilizing of the licensed premises for selling of plants, growing for transplanting for use as stock for budding and grafting of plants etc.
  - 2. The licensee shall pay Rs. \_\_\_\_\_ per annum as annual rent to the Railway Administration, payable on or before \_\_\_\_\_\_ each year with 10% compound increase per annum, through demand draft/cash etc in favour of the Divisional Accounts Officer, or cash to be deposited to the nearest Station Master of Pakistan Railways (for one year) through M.R in advance.
  - Annual rent shall be payable with 10% compound increase per annum by paying three advance charges in favour of Divisional Accounts Officer. Licensee has deposited the cheques as mentioned below:-

S#	Period of rent	Cheque Amount (Rs) and Date	Bank Name
13	1 <sup>st</sup> Year 2 <sup>nd</sup> Year	Rs after adding 10% annual	
5	3 <sup>rd</sup> Year	Increase Rs with 10% compound increase in annual rent.	

4. The land shall be used for Nursery purposes only. In case licensee is found using the subject land unlawfully for any other purpose, the Divisional Superintendent, shall warn the licensee in writing and in case matter is still neglected, Divisional Superintendent shall be competent to cancel the license agreement without serving any further notice within 14 days from the date of

issuance of previous notice. The deposited amount shall be forfeited and land shall be possessed by Pakistan Railways.

- 5. The licensee shall have to deposit a sum equal to one year's advance rent of the license money, viz. Rs. \_\_\_\_\_ with the Railway Administration, as a security for the due fulfillment of the agreement, which will be refunded to him on the completion of license period.
- 6. The licensee shall have to make his own arrangements for irrigating the land. He shall not cut or diverge a channel from the river, without written permission of the Divisional Engineer concerned or concerned Irrigation Authority.
- Licensee shall supply, hundred healthy saplings per kanal/per season to Pakistan Railways free of cost, if additional required same shall be provided at 50% concessional rate.
- The Railway Administration shall not be held responsible for any damage to the plants in the Nursery due to any reason whatsoever.
- 9. The licensee shall pay all the taxes, whatsoever, payable or hereafter, to become payable in respect of the said land and proportion of all the cases, rates and taxes of the Railway premises, applicable to the said land, if the same be not separately assessed in respect thereof.
- 10. The licensee shall not construct any temporary or permanent structure on the Railway Land, however, temporary shelter for grain storage/feed and watchman can be constructed with the prior permission of the Divisional Superintendent. All such structures shall be dismantled, material removed and site cleared, in case there are constructed illegally and not removed despite warnings.
- 11. If any material is not removed within one month of the expiry of the period of the license, it shall become the property of the Railway Administration. Any expenses incurred by the Railway Administration in its disposal and in clearance of the site, will be deducted from the security deposited by the licensee with the Railway Administration.

12. The trees standing on the land here by licensed to as also those which may grow after, will be serially numbered and will remain standing on the said land as the property of the Railway Administration. These trees will be carefully looked after by the licensee and shall be responsible for any

damage done to them. No lopping of branches shall be allowed under any circumstances.

- 13. The licensee shall, at all times, keep the Railway Administration indemnified and shall reimburse to the said Administration all claims, demands, suits, losses, damages, costs, charges and expenses, whatsoever, which the Railway Administration may sustain or incur by reason or in consequence of any injury of any person or to any property resulting directly or indirectly from any act or omission on the part of the licensee or his servants and employees in the conduct of the business for the purposes of which, this license in granted.
- 14. The licensee shall not transfer or sublet whole or part of the license rights, without the approval (in writing) of the Divisional Superintendent subletting of transfer of license rights shall be admissible subject to payment of 50% annual rent as transfer fee and shall allow all authorized officers of the Pakistan Railways, free access at all times, to the said land and to any structure created by the Licensee thereon.
- 15. Except as otherwise provided, written arrangement abandoning varying or supplementing this contract or any of the terms hereof, shall be deemed conditional and until the same is endorsed on this agreement or is incorporated in a formal instrument and signed by the parties hereto, and till then, the Railway Administration shall have the right to repudiate such arrangement.
- 16. It is hereby agreed and declared that where the context allows the expression Railway Administration, used in these presents, shall include, besides President of Pakistan in council, the Divisional Superintendent, Pakistan Railways and such other officers of the said Railway Administration who may thereto be duly authorized.
- 17. Railway Administration shall be at liberty to terminate this agreement at any time before the expiry thereof by giving 30 days notice in writing
- any time before the expiry increase by an active state without assigning any reason. Compensation shall be paid to the licensee at the proportionate period of deposited rent by the licensee.
- 18. The cost of stamping and registration of the agreement shall be borne by the licensee.

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## 19. Force Majeure.

In the event, the licensee is rendered unable wholly or partially, by force majeure, to perform its responsibilities as outlined in the Contract, then licensee shall submit his representation with full particulars in writing to District & Railway administration as soon as possible after the occurrence of the calamity. The term force majeure shall mean acts of God. Tribal and War blockage, Insurrections, Riots and Civil disturbances, effects of which by the exercise of due diligence, licensee is unable to overcome. AGM/I will be competent to approve concession rentals in the above<sup>+</sup> mentioned circumstances, upon the recommendation of Deputy Commissioner, Divisional Superintendent and Director Property & Land respectively.

## 20. Arbitration

Any dispute between the parties as to matters arising pursuant to this agreement which cannot be settled amicably between parties at division level after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provision of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made thereunder and any statutory modifications thereto. It is mutually agreed between parties that the CEO/Sr. GM shall act as sole arbitrator and his decision shall be final. Venue of the arbitration shall be at Lahore.

In witness whereof, the parties hereto, have hereunto, set their hands on the dates and at the places mentioned below respectively.

Signed:	
Divisional Superintendent Pakistan Railways, For and on behalf of the Presid Counsel, at, on this_	Jent of random.
Of20	Licensee
đ	Signed by the said Licensee at On this day of20
Witness	Witness No.1
No.1	Address
Designation	CNIC
CNIC No.	No
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## AGREEMENT DEED FOR AWARD OF MODEL BAZAR CONTRACT ON RAILWAY LAND MEASURING SFT SITUATED NEAR THROUGH OPEN PUBLIC AUCTION ON ANNUAL RENT BASIS.

This License made on \_\_\_\_\_\_2023, between the President of Pakistan acting through the Divisional Superintendent, Pakistan Railways, "Peshawar (hereinafter called the "Licensor" of one part) and Mr.\_\_\_\_\_

S/o \_\_\_\_\_\_ (hereinafter called "Licensor" of the other part), whereby, the Licensor has agreed with the Licensee as follows:-

1. The licensee has been authorized to collect the Model Bazaar rent only from the Railway land of area measuring \_\_\_\_\_ SFT situated at \_\_\_\_\_\_ as delineated in the approved divisional tracing plan bearing No.\_\_\_\_\_.

 The licensee has deposited a sum of Rs.\_\_\_\_\_/- on account of Bid Money vide CDR No.\_\_\_\_\_ dated\_\_\_\_ and a sum of Rs.\_\_\_\_\_/- on account of Security Money (Refundable) vide No.\_\_\_\_\_ Dated \_\_\_\_\_ for licensing out \_\_\_\_\_ Kanal Railwya land for establishing Model Bazar.

- The licensee or the person authorized by him will collect the rent of Model Bazar (fee collection) only from sitting persons doing their business within the leased out premises of Railway land;
- The licensee will use only the area allotted to him as per approved site-plan for Model Bazar Purpose;
- The licensee will not raise any permanent structure upon the Railway land. In case of violation, the license will be cancelled/terminated.
- The Administration accepts no responsibility for any damage by fire cause by any reason within or outside the plot or within Railway Land Boundaries.
- This license for Model Bazar will not create any tenancy rights for users or licensee.
- All the taxes and fee levied by the local / Municipal, Provincial and Federal Governments will be paid by the person authorized for collecting rent in addition to 10% With-Holding Tax, which is mandatory;
- 9. In case of death of the Licensee during the currency of License, his widow or legal heirs will be entitled to transfer on her / their names without any transfer fee and clause of relevant PR policy dated 03-01-2017, upon the production of succession certificate in their favour from the court of law.



- 10. This license shall be for a term of (01) One year commencing from \_\_\_\_\_\_and the site will be put to auction after expiry of license period and no extension will be granted or right of first refusal will be offered to licensee.
- 11. The licensee shall, at all times, keep the Railway Administration indemnified and shall reimburse to the said Administration all claims, demands, suits, losses, damages, costs, charges and expenses, whatsoever, which the Railway Administration may sustain or incur by reason or in consequence of any injury of any person or to any property resulting directly or indirectly from any act or omission on the part of the licensee or his servants and employees in the conduct of the business for the purposes of which, this license in granted
- 12. The terms & conditions stipulated in the auction notice shall be binding and observed, failing which, the licensee shall stand cancelled.
- 13. The licensor shall have authority to terminate the license at any time without giving any reason. The licensee shall vacate the premises and hand over possession without any delay to licensor in presence of Pakistan Railway Police.
- 14. The licensee shall be bound to use the Railway land only for Teh Bazari/Temporary Model Bazar purposes and no structure shall be allowed to erect in any case thereof. In case of any other commercial activity on the leased land, or construction of any temporary or permanent structure. Pakistan Railway shall be at liberty to cancel the agreement without giving any notice and to repossess the land.
- 15. Arbitration: The dispute between the parties shall be resolved in terms of the provisions of Arbitration Act 1940 as amended from time to time. The CEO/Sr. General Manager, Pakistan Railway, Headquarter Office Lahore will act as sole Arbitrator. The venue of arbitration will be Railway Headquarter office, Lahore.

## 16. Force Majeure.

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In the event, the licensee is rendered unable wholly or partially, by force majeure, to perform its responsibilities as outlined in the Contract, then licensee shall submit his representation with full particulars in writing to District & Railway administration as soon as possible after the occurrence of the calamity. The term force majeure shall mean acts of God. Tribal and War blockage, Insurrections, Riots and Civil disturbances, effects of which by the exercise of due diligence, licensee is unable to overcome. AGM/I will be competent to approve concession rentals in the above mentioned circumstances, upon the recommendation of Deputy Commissioner, Divisional Superintendent and Director Property & Land respectively.

 The period will be commenced from the date of handing / taking over of the site i.e. with effect from \_\_\_\_\_;

Mr.\_\_\_\_\_, Divisional Superintendent, Pakistan Railway, Peshawar on \_\_\_\_\_ day of 2023, signed and delivered at in the presence of:-

#### LICENSEE

## LICENSOR

Divisional Superintendent P.R. Peshawar

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Name:	
F/Name:	
CNIC. No.	i
Per Address	

## Deputy Director/P&L P. R. Peshawar

## WITNESS NO.1

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Name:	
F/Name:	
CNIC. No.	· · · · · · · · · · · · · · · · · · ·
Address:	
Address.	

## WITNESS NO.2

Name:	
F/Name:	
CNIC. No	
Per Address:	

### Assistant Engineer/P &L P.R. Peshawar