

Transaction Details

October 23, 2026

9:33 AM

From

Muhammad Waseem

284843685

To

PUBLIC PROCUREMENT

04540013100701

Bank

HBL

Status

Paid

Amount
Debited

Rs. 15,000



For latest schedule of charges, kindly visit your branch
or UBL Digital website.

www.ubldigital.com



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22 OCT 2026
Dated:

Director Public Relations

DIRECTORATE OF PROPERTY & LAND
PAKISTAN RAILWAYS
HEADQUARTERS OFFICE LAHORE

INVITATION TO E-BIDS THROUGH E-PADS V 2.0
FOR DISPOSAL OF PUBLIC ASSETS

Directorate of Property & Land, Pakistan Railways, Headquarter Office, Lahore invites electronic bids of single stage two envelop from interested firms/companies individual/individual companies, Sole Proprietorship, Partnership firm, Company (Private Limited), Company (Public limited) for disposal of Railway land for Fuel Station/Modern Retail Complex (MRC) on as is where is basis. The bidders must be registered with FBR for Income Tax and Sales Tax, and must be on Active Taxpayer List, as per following Schedule:-

Purpose	Fuel Station/Modern Retail Complex (Fuel Station, Service Station, ATM, Mart/Tuck Shop, Car Wash, Oil Change, Tyre Shop/Workshop Facilities, Pharmacy, Food Chain)
Period of lease	21 years (non-extendable)
Premium	One Time Non-refundable Fixed Premium
Annual increase in rent	@10% compound
Mobilization period	Six (06) months from the date of possession
Date of Bid opening	10.11.2026
Pre Bid Conference	02.11.2026 (11:00 hours)

Submission of Bids on or before 14:00 Hours and Bid opening at 14:30 Hours on 10.11.2026

Detail of sites is as under: (Rs. in million)

Bid Reference No.	Location	Area (sqft)
Peshawar Division		
PP-PSC 1	Bannu	10925
PP-PSC 2	Kohat	10948
PP-PSC 3	Katpani Station Yard	22035
Rawalpindi Division		
PP-RWP 1	Ludewala	29526
PP-RWP 2	Dhuchial Railway Station	50000
PP-RWP 3	Taxila Station Yard	36800
PP-RWP 4	Khrushab	18190
Lahore Division		
PP-LHR 1	Pasrur near L-xing No.38	18052
PP-LHR 2	Chak Jumra Station yard	27280
PP-LHR 3	Sialkot	11500
PP-LHR 4	Kissan Railway Station	24000
PP-LHR 5	Samanabad/Faisalabad	11000
PP-LHR 6	Bungalow No.104/A-B at Alama Iqbal Road Lahore	19643
Multan Division		
PP-MUL 1	Khichiwala	21840
PP-MUL 2	Faqirwali Station Yard	29055
Karachi Division		
PP-KYC 1	Detha Station Yard	22500

- All other necessary details are available on E-PADS v2.0.
- E-bidding documents as per Disposal of Public Assets Regulation-2024, containing detailed terms and conditions, specifications and requirements etc, are available for the registered bidders on EPADS v 2.0 at <https://vendors.epads.gov.pk/>, and may be searched by using Disposal Activity ID No.D11247.
- Manual bids shall not be accepted. Electronic bids must be submitted through EPADS v2.0 on or before Tuesday, November 10, 2026 at 14:00 hours and will be opened on line on the same day at Tuesday, November 10, 2026 at 14:30 hours. The participated bidders shall be automatically notified by EPADS v2.0 regarding the preliminary results of E-Disposal proceedings, after which final results will be notified in due course as per bidding documents.
- The bidder must submit original bid security in the form of Pay Order/COR in favour of FA&CAO/PR, Pakistan Railways in the office of DGP&L, Pakistan Railways, HQ Office, Lahore before deadline for submission of bid. Otherwise the bidder will be disqualified.
- Note: Notification of the Grievance Redressal Committee (GRC) constituted in terms of Regulation No.26 is provided on EPADS v2.0 at <https://vendors.epads.gov.pk/> and on Procuring Agency's website (www.pakrail.gov.pk).
- For further queries/information, please contact on the number mentioned below.

DIRECTOR GENERAL PROPERTY & LAND PID(L) 1053/2026
PAKISTAN RAILWAYS HEADQUARTERS OFFICE,
Empress Road, Lahore. Phone No (042-99201769, 042-99201802)



ELIGIBILITY CRITERIA

Leasing of Railway Land for Fuel Station/Modern Retail Complex

D11247

Directorate of Property & Land, Pakistan Railways (Pakistan Railways) , Pak. Railways, HQs Office Empress Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

Bidder's Type

Individual / Individual Consultant	Sole Proprietorship
Partnership Firm	Company (Private Limited)
Company (Public Limited)	

Required Registration

NADRA CITIZENSHIP (CNIC/NICOP)	FBR (NTN)	SECP
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Eligibility Criteria

Document

The Bidder Must Be Oil Marketing Companies (OMCs) OR Through Their Bonafide Stockiest/ Authorized Dealers Or Individual/registered JV Authorized By OMCs, Must Have Registered With Registrar Of Firms Or SECP, Memorandum Of Article Of Association, Having Valid NTN And Active Tax Payer List, Submission Of Affidavit Of Non-Black Listing And No Litigation..

✓

The OMC Must Have Minimum 8 Years Experience Of Operation And Maintenance Of Fuel Station. The Bidder Must Submit Original Bid Security In The Form Of CDR/Pay Order In Favour Of FA & CAO/ Pakistan Railway In The Office Of DG/P&L, Pakistan Railway, HQrs Office Lahore Before Deadline For Submission Of Bid. Otherwise The Bidder Will Be Disqualified.

✓

The Reserve Price Has Been Calculated By Adding One Time Fixed Premium And Annual Rentals. The Highest Bid Offered Above The Reserve Price Will Be Accepted. However, Financial Bids Of The Technically Qualified Bidders Will Be Opened. The Bidder Will Be Responsible For Obtaining NOCs From All Concerned Departments Regarding Establishment Fuel Station And Other Facilities And Pay All Govt. Taxes/fee As Applicable.

✓

The Fixed Premium Will Be Deducted From The Offered Bid Of The Successful Bidder And Remaining Amount Will Be Considered As Annual Rentals. The Premium Will Be Paid One Time And Annual Rentals Will Be Increased @

✓

Individual / Individual Consultant

Sole Proprietorship

Partnership Firm

Company (Private Limited)

Company (Public Limited)

Required Registration

NADRA CITIZENSHIP (CNIC/NICOP)

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✓

The Fixed Premium Will Be Deducted From The Offered Bid Of The Successful Bidder And Remaining Amount Will Be Considered As Annual Rentals. The Premium Will Be Paid One Time And Annual Rentals Will Be Increased @ 10% Compound Per Annum. The Successful Bidder Will Have To Pay Fixed Premium, One Year Advance Rent And Six Month Annual Rent As Security Money Within Thirty Days From The Date Of Issuance Of Letter Of Intent.

✓

The Property Shall Be Used For The Purpose Of Establishing Modern Retail Complex Including Fuel Station, Service Station, ATM, Mart/Tuck Shop, Car Wash, Oil Change, Tyre Shop/workshop Facilities, Pharmacy, Food Chain. The Lease Period Shall Be 21 Years (Non Extendable). The Bid Validity Shall Be 180 Days From The Date Of Submission Of Bid.

✓



EVALUATION CRITERIA

Leasing of Railway Land for Fuel Station/Modern Retail Complex

D11247

Directorate of Property & Land, Pakistan Railways (Pakistan Railways) , Pak. Railways, HQs Office Empress Road, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

Technical Marks		100
Passing Marks		65
	Qualitative	Marks
Bidder Profile Having Existing As Registered Legal Entity 0 Less Than 8 Years More Than 8 Years Upto 12 Years 6 More Than 12 Years Upto 15 Years 8 More Than 15 Years 10	—	10
Relevant Experience (Evaluated On The Basis Of OMC) Experience Of O & M Of Fuel Station Less Than 100 Fuel Station 0 Experience Of O & M 100 To 150 Fuel Station 25 Experience Of O & M 150 To 200 Fuel Station 30 Experience Of O & M 200 To 300 Fuel Station 35 Experience Of O & M More Than 300 Fuel Station 40	—	40
Financial Credibility (Net Worth) Net Worth Less Than PKR 150 Million 0 Net Worth Equal To PKR 150 Million 20 Net Worth Equal Or Greater Than PKR 150 Million But Less Than PKR 200 Million 23 Net Worth Equal Or Greater Than PKR 200 Million But Less Than PKR 250 Million 25 Net Worth Equal Or Greater Than PKR 250 Million But Less Than PKR 300 Million 27 Equal Or Greater Than PKR 300 Million 30	—	30
Financial Credibility (Overall Turn Over) Greater Than Or Equal To PKR 75 Million And Less Than PKR 125 Million 14 Greater Than Or Equal To PKR 125 Million And Less Than PKR 175 Million 16 Greater Than Or Equal To PKR 175 Million And Less Than PKR 225 Million 18 Greater Than Or Equal To PKR 225 Million 20	—	20

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Financial Credibility (Net Worth) Net Worth Less Than PKR 150 Million 0 Net Worth Equal To PKR 150 Million 20 Net Worth Equal Or Greater Than PKR 150 Million But Less Than PKR 200 Million 23 Net Worth Equal Or Greater Than PKR 200 Million But Less Than PKR 250 Million 25 Net Worth Equal Or Greater Than PKR 250 Million But Less Than PKR 300 Million 27 Equal Or Greater Than PKR 300 Million 30	—	30
Financial Credibility (Overall Turn Over) Greater Than Or Equal To PKR 75 Million And Less Than PKR 125 Million 14 Greater Than Or Equal To PKR 125 Million And Less Than PKR 175 Million 16 Greater Than Or Equal To PKR 175 Million And Less Than PKR 225 Million 18 Greater Than Or Equal To PKR 225 Million 20	—	20

LEASE AGREEMENT

THIS DEED OF LEASE is entered in to and executed at Lahore on _____ day of _____ 2026,

BETWEEN

The President of Islamic Republic of Pakistan through Chief Executive Officer/Sr. General Manager, Pakistan Railways, Headquarter Office, Empress Road Lahore, (hereinafter referred to as the "Lessor" which expression shall include, where the context so admits, the Lessor's successors in interest and assigns) of the **FIRST PART**;

AND

M/s _____ (hereinafter referred to as the "Lessee", which expression shall, where the context so admits, include the Lessee's successors in interest and assigns) of the **SECOND PART**.

(The Lessor and the Lessee shall, where the context so admits, hereinafter be collectively referred to as the "**Parties**" and individually also referred to as a "Party").

WHEREAS,

- a) The Lessor being Pakistan Railway ("PR"), as defined in Railway Land & Property Rule, 2023 approved from Cabinet vide S.R.O No.768(I)/2023 date 22.06.2023 pursuant to a policy of commercial exploitation of its property, in collaboration with parties from private sector is desirous of giving on lease certain properties located in various locations to be used for commercial purposes.
- b) In order to lease the below mentioned property of the Lessor, the Lessor conducted a competitive bidding process by advertising the various properties available for lease/rent in the national daily press.
- c) The bidding for the properties was held in Directorate of Property & Land, Pakistan Railway, Headquarter office, Lahore on _____, 2026, where the Lessee submitted the most responsive bid for taking lease from the Lessor all that piece and parcel of immovable property measuring _____ sft located _____ and as more fully described in Clause-1 below.

NOW THEREFORE in consideration of the mutual covenants hereinafter contained, the Lessor and Lessee hereby agree as follows:

1. PREMISES

Lessor hereby Leases to Lessee the all that piece and parcel of immovable Railway property measuring _____ sft located _____, as described in more detail in **Exhibit-A** attached hereto, free from all mortgages, charges, liens, burdens, duties, cesses, taxes and/or any encumbrances of whatsoever nature together with complete, peaceful, physical and vacant possession of the Property with all rights, easements and privileges appurtenances thereto ("Property"). The Property is bounded as under:

On the East by: _____

On the West by: _____

On the South by: _____

On the North by: _____

2. TERM, POSSESSION & MOBILIZATION PERIOD

i. Lease Term:

The lease of the property in favour of the Lessee shall be for a period of (21) Twenty One Years Lease Term (Non-extendable), shall commence from the date of handing over the possession of leased property, which must be accomplished by the Parties within 15 days of signing of agreement.

(b) Possession:

The Lessor hereby represents and warrants to the Lessee, which representations and warranties shall be deemed to be repeated by the Lessor on each day during the Lease Term that the Lessee shall peacefully hold and enjoy the Demised Premises without any let or hindrance or interruption or disturbance from the Lessor any person claiming through, under or in trust for it, unless any default/breach or deviation from the provisions made in this Lease Deed occurs on the part of the Lessee.

(c) Mobilization Period:

The Lessor hereby agrees and undertakes to provide to the Lessee a 06 (six) months Mobilization Period which shall not be counted towards the Lease Term for the purpose of annual rent in order to facilitate the Lessee in preparation of the site, removal of existing structures, if any, obtaining necessary NOCs / Clearances and installation of fuel station structures/shelters, fuel storage, filling arrangements and allied facilities as described in Clause-6 & 7 for the purpose related with the Filling/Service Station business ("Mobilization Period").

3. **LEASE PREMIUM (NON-REFUNDABLE)**

The Lessee shall pay to Lessor, free from all claims, demands, and rights of setoffs in the manner specified in Clause-24, a one-time non-refundable Lease Premium, of **Rs. _____ million** (_____ only) as a whole, as quoted by him against the Benchmark set in the bidding documents.

4. **ANNUAL LEASE CHARGES/RENTAL**

In addition to the Lease Premium payable to the Lessor in accordance with Clause-3 above, the Lessee shall pay to the Lessor, an advance Quoted annual lease rental of **Rs. _____ million (Rupees _____ only)** with annual increment of 10% (Compound). First year annual lease rent has been paid by the Lessee in advance. Subsequent annual rent with 10% increase (compound) shall be paid on each anniversary of the date of signing of the agreement, provided that the first year annual rent shall include a Mobilization Period of 06 months. Late payment surcharge @ 12% per annum will be levied for the period of delay.

The Lessor hereby acknowledges the receipt of the first year annual rent of **Rs. _____ million** and Lease Premium amounting to **Rs. _____ million** and Security money of **Rs. -----million** as per POs/DDs mentioned below:

S#	Pay Order / DD No. & Date	Bank Name /Br. Code	Amount (Rs)
1			
2			
3			

5. **DEFAULT, REMEDIES & TERMINATION**

(a) **Events of Default**

The occurrence of any of the following events shall constitute a Default:

- either Party defaults in the observance or performance of any of the covenants and agreements/clauses required to be performed and observed by either Party here under for a period of Sixty (60) days and the same is not remedied by such Party within Sixty (60) days of the receipt of notice in respect of the same from the non defaulting Party.
- Failure by the Lessee to pay the rental amounts due hereunder to the Lessor, which failure has not been remedied within a period of Sixty (60) days from the date of receipt of notice by the Lessee from the Lessor along with late payment charges of 12% per annum of delayed payments.

(b) **Remedies**

Upon the occurrence of any events listed in Clause 5(a) above, either Party shall be entitled to exercise concurrently or successively, any one or more of the following rights:

- i. terminate this Lease Deed by giving the defaulting party notice of termination, in which event this Lease Deed shall expire on the 30th day of receipt of such termination notice unless the default is cured earlier.
- ii. terminate the lease and recover from the defaulting Party all damages the non-defaulting Party may incur by reason of the defaulting Party's default; or
- iii. Pursue such other remedies as are available in law or equity.

c) **Termination**

- i. **Notice of Intent:** Upon occurrence of an event of default on the part of Lessee, that is not cured within the applicable period (if any) for cure, Lessor may, at its option, initiate termination of this Lease by delivering a written notice ("Notice of Intent to Terminate") of its intent to terminate this Lease to Lessee. The notice to terminate shall specify in reasonable detail of Event of Default, giving rise to the Notice of Intent to Terminate.
- ii. **Consultation: Cure:** Following to giving of a Notice of Intent to Terminate, the parties shall consult for a period of upto Thirty (30) days in case of failure by Lessee to make rental payments with late charges as specified in Clause 5-a(ii) or any other default by the Lessee in observance of Clause-6 to 10.

During the period following to delivery of the Notice of Intent to Terminate, Lessee may continue to undertake efforts to cure the default, and if the default is cured at any time prior to the expiry of the period given in Termination Notice, then Lessor shall not terminate this lease in respect of such cured default

- iii. **Termination Notice:** Upon expiration of the consultation period described in Section 5-c(ii) and unless the Parties shall have otherwise agreed or unless the Event of Default giving rise to the Notice of Intent to Terminate shall have been remedied, the Lessor having given the Notice of Intent to Terminate may terminate this Lease Deed by delivering a Termination Notice to Lessee, whereupon this Lease Deed shall stand immediately terminated.
- iv. **Termination by Lessee:** The Lessee shall have the right to terminate this lease at any time after the completion of Two Years from the commencement of the Lease Term by serving 45 Days period written notice in respect of the same to the Lessor. In such an event, the lessee

shall have no right for any sort of compensation, claims in respect of paid rentals, lease premium, development cost whatsoever.

6. **USE OF PROPERTY**

The Property shall be used by the Lessee for establishing of Fuel Station/Modern Retail Complex limited to such commercial purposes as the Lessee deems fit exclusively connected with operating a fuel station/MRC or as may be required for a motor spirit/high speed Diesel/POL/Service Station/ATM, Mart/Tuck Shop, Car Wash, Oil Change, Tyre Shop/Workshop facilities, pharmacy, food chain (hereinafter called the ("Filling/Service Station")). The Lessee shall be entitled to use the "Demised Premises" for any lawful purpose related with the Filling/Service Station business, provided that the Lessee shall not use or permit the Property or any portion thereof to be improved, developed, used or occupied in any manner or for any purpose that violates any applicable valid Law, Ordinance or Regulation of the Federal, Provincial or any Local Government Agency, Statutory body or entity or change the purpose/Nature of lease. Lessee shall not permit on the Property any nuisance as now or hereinafter defined by any applicable statutory or decisional law. All the repairs and improvements on the Property shall be made by the Lessee at Lessee's own cost and expense. The Lessor shall be bound to construct a proper boundary wall for safety of Railway Rest House and Railway Platform.

7. **CONSTRUCTION ON THE PROPERTY**

(a) ***Approval of Lessor***

Subject to the provisions of Clause-6 above, no structure or other improvement of any kind shall be erected on the Property unless and until preliminary plans, and all such plans should adhere to the city/cantonment by-laws bearing their approvals are cleared by the Lessor and Lessee shall indemnify and hold Lessor harmless from any and all liabilities, losses or damages resulting from any event caused by the Lessee's failure to undertake any precautionary measures, repairs or maintenance that were required and which the Lesser failed to undertake. The lessee will provide an attested copy of such approved plans and permissions/ NOC's obtained from the relevant authorities to the lessor for record and future reference, if any.

(b) ***Responsibility of lessee***

Any specific and/or all N.O.Cs / approvals / commercialization charges, whatsoever, if any which may be required, for the construction work, building plans and for any other development from any local / municipal /cantonment

and / or any other Government agency, to be arranged by the Lessee, and at Lessee's own cost and expense solely, what- so ever.

(c) *Diligence*

Once any work of construction has begun, Lessee shall carry out the same to completion with all reasonable diligence.

(d) *Construction Standards*

Any such structure or improvement shall be constructed and all works performed on the Property shall be in accordance with, all valid laws, ordinances, regulations and orders of all applicable governmental agencies or entities having jurisdiction over the Property. All works performed on the Property pursuant to this Lease, or authorized by this Lease, shall be done in good workmanlike manner and only with materials of good quality.

(e) *Ownership of Construction and Improvements*

Lessor shall have no ownership interest in any construction or improvements constructed on the Property by Lessee during the continuance of this Lease. Upon an expiration of this Lease or earlier termination pursuant to Clause-5(c-iii) or 5(c-iv), Lessee shall surrender to Lessor's possession of the Property, together with all improvements constructed thereon. Upon any such expiration or earlier termination, the leasehold estate created hereby, and all of Lessee's rights, title and interests in and to the Property, all improvements thereon, shall automatically revert to and become the sole property of Lessor.

(f) *Existing Structures on the Property "if any"*

Any structures or improvements currently existing on the Property shall be demolished and removed from the Property by the Lessee at Lessee's cost and expense within thirty (30) days from the date of possession of the Property. The Lessor would own the debris so collected by the Lessee which shall be transported to and unloaded at a site designated by the Lessor within 5 kilometer radius of the property by the Lessee at Lessee's cost and expense, Such transportation and unloading shall be done under the observation of Lessor, for which purpose Lessee shall request in writing for the appointment of an observer.

8. *OPERATIONAL/DEVELOPMENTAL EXIGENCIES OF PR.*

- (a) The parties hereby acknowledge that certain operational/developmental exigencies arising out of the running of Railways, Expansion/Improvement of

Departmental requirements/facilities or those of the Government of Pakistan may require the Property to revert to Lessor before the end of the term of this Lease Deed. The parties hereby agree that the Lessor shall have a right to terminate this Lease Deed if, in its opinion, a situation has arisen in which the operations of PR, Expansion / Improvement of Departmental requirements /facilities or those of the Government of Pakistan require the property to revert to the Lessor. Upon such a termination of this Lease Deed under this Clause, Lessor will permit Lessee a three (3) months period before Lessor re-enters the property.

- (b) Upon such termination of this Lease Deed and re-entry, Lessor shall refund all payments received in advance proportionate to the un-utilized period. In addition to above, Lessor shall refund the depreciated value of the total development carried out by the party on the PR Premises/Property. The depreciated value shall be assessed by Accredited Valuator on panel of State Bank of Pakistan / Pakistan Banking Association.

9. **APPROVALS/NOCS**

All NOCs / approvals, which may be required to be obtained and all taxes, fees, levies charges, commercialization charges whatsoever which may be required to be paid, in connection with the utilization and development of the property by the Lessee for the establishment and construction work of fuel station/MRC with its allied facilities, building plans approvals etc to any Government Local/Municipal / Provincial / Federal and/or any other Government agency/entity will be the sole responsibility of the Lessee.

10. **UTILITIES**

Lessee shall pay, at its sole cost and expense, all charges for water, gas, electricity, power, telephone and sewerage services charged or attributable to the Property, and all other services or utilities used in, upon or about the Property by Lessee throughout the Lease term, and the cost of installing meters thereon (including service and connection fees, if any). Lessee shall pay or cause to be paid all charges for the provision and furnishing of all utilities to the Property, including electricity, gas, water, phone & sewerage and for the removal of garbage and rubbish from the Property. The Lessee shall have permission from Lessor to get installed at the Property all or any of the utility services.

11. **INDEMNITY**

- (a) Lessee shall indemnify and hold Lessor and the Property and any improvements now or hereafter placed on the Property, free and harmless from and against claims, charges, liabilities, obligations, penalties, causes of

action, liens, damages (even from all the unforeseen events, accidents etc), theft, fire, costs and expenses, arising, claimed, charged or incurred against or by Lessor from any matter or thing arising in connection with this Lease or resulting from Lessee's occupation and use of the Property.

- (b) Pursuant to section 90 of the Registration Act 1908, this Lease Deed and any supplemental thereto, is exempted from the requirements of registration. No party, therefore, shall attempt to register this Lease Deed or any supplemental thereto. The ownership title to the Railway Land will remain with the Lessor.

12. TRANSFER OF LEASEHOLD RIGHTS

The Lessee shall have the right to transfer or convey or sublease its lease hold rights to any person(s). In such an event, the Lessee shall apply to the Lessor for such transfer of leasehold rights along with the applicable transfer fee, as determined by the Lessor at his sole discretion, along with complete particulars of the proposed transferee ("Transferee"). The Lessor shall consider such request and if agreed with the request, invite the Lessee and the Transferee to execute a "leasehold rights Transfer Deed" with the Lessor. Upon execution/signing such, Transfer Deed, the Transferee shall become the Lessee of the Property for the remaining unexpired term of the Lease, with all the rights and obligations of the outgoing Lessee and the outgoing Lessee shall have absolutely no rights or obligations with respect to the Property from then onwards.

However, the transferee for transfer, convey a sub-lease of the site must fulfill the following criteria.

- i. Must be registered with FBR as active tax payer.
- ii. Must have the authorization certificate from OMC, qualifying the terms and conditions envisaged in the bidding documents.
- iii. Must have the required worth for which he will provide 3 years Tax return/Audited reports.

13. RIGHT TO SUB-LEASE/SUBLET

The Lessee shall have the right to sublease the Property or any part thereof to the extent of unexpired Lease Term only with the approval of Railway Administration by depositing applicable fee. The Lessee shall submit the copy of the sublease(s) to Railways within 07 (Seven) days of the execution of the sub Lease Deed between the Lessee and the Sub-Lessee. The Sub-Lessee shall also be bound by the terms and conditions of this Lease Deed pertaining to the use of Property.

14. MORTGAGING

Lessee shall not directly or indirectly hypothecate, mortgage or encumber the Lease, or permit the property or any part thereof to be mortgaged. Lessee shall not have power to incur any encumbrance that will constitute a lien,

encumbrance or charge on the fee of the property/title to the Property. Any of the aforesaid activities shall be void and, at the option of Lessor, shall terminate the Lease.

15. **NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease Deed to be served on or given by either party to the other shall be in writing and shall be deemed to be duly served and given when delivered in person, addressed to such party as follows:

If to Lessor:

Attention: Director General/Property & Land
Address: Pakistan Railways, Headquarter Office, Empress Road Lahore.
Phone: +92-42-99201769

If to Lessee:

Attention:
Address:
Phone:

16. **DISPUTE RESOLUTION**

Both the Lessor & Lessee covenants hereby:

- (a) Any dispute arising out of or in connection with this Lease Deed that has not been resolved amicably shall be finally settled by arbitration in accordance with Arbitration Act 1940, and the rules made there under and/or any statutory modification thereof for the time being in force. The CEO/Sr. GM shall act as sole arbitrator.
- (b) The venue of arbitration proceedings shall be at Pakistan Railways, Headquarter Office, Lahore, Pakistan and the parties hereby agree to be bound by any final decision or award given by the sole arbitrator.
- (c) Lessor hereby appoints the Deputy Director/Property & Land, Pakistan Railways, Headquarter Office, Lahore to receive for and on Lessor's behalf service of process in relation to any suit, action and other proceedings arising out of or relating to this Lease Deed or any transaction contemplated hereby.
- (d) The Lessee hereby appoints himself to receive for and on the Lessee behalf service of process in Pakistan in relation to any suit, action and other proceedings arising out of or relating to this Lease Deed or any transaction contemplated hereby.

17. **WAIVER OF BREACH**

The waiver by a party of a breach by other party of any provision of this Lease Deed shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or a different provision of this Lease Deed.

18. **ENTIRE AGREEMENT**

This Lease Deed constitutes the entire agreement of the parties with respect to the subject matter thereof and the same may not be amended or modified orally. All understandings and agreements heretofore between the parties are merged in to this Lease Deed, which alone fully and completely expresses their understandings.

19. **SEVERABLE PROVISIONS**

The provisions of this Lease Deed are severable and if one or more provisions are determined to be unenforceable, in full or part, by a court of competent jurisdiction, the validity of the remaining provisions including any partially unenforceable provisions, to the extent enforceable, shall not be affected in any respect whatsoever.

20. **MISCELLANEOUS EXPENSES**

The Lessee shall be responsible for any fees due for the registration of this Lease, if so needed, and any duties or charges under the Stamp Act 1899. All taxes, fees levies, payments due to any third party pertaining to the property/structures/business thereon shall be the sole responsibility of the Lessee for the entire period of the Lease.

21. **CAPTIONS**

The captions appearing on the various paragraphs of this Lease Deed are for convenience only, and do not in any way limit or amplify the terms and provisions of this Lease Deed.

22. **BINDING OF SUCCESSORS**

The terms of this Lease Deed shall be binding on and shall inure to the benefit of the respective heirs, executors, administrators, successors and permitted assigns of the Lessor and the Lessee.

23. **SINGULAR AND PLURAL**

The singular includes plural and vice versa.

24. **METHOD OF PAYMENTS**

All payments to be made to the Lessor hereunder shall be made by way of demand drafts/pay orders made payable to "Financial Advisor & Chief Accounts Officer/Pakistan Railways (FA&CAO/PR)".

25. **Force Majeure**

In the event, the licensee is rendered unable wholly or partially, by **force majeure**, to perform its responsibilities as outlined in the Agreement, 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. CEO/Sr.GM will be competent to approve concession rentals in the above mentioned circumstances, upon the recommendation of Deputy Commissioner, Divisional Superintendent and Director General Property & Land respectively.

IN WITNESS WHEREOF, the parties hereto have signed on each page of this Lease Deed in two originals (one original to be retained by each party) on the Day and Year mentioned above.

<u>THE LESSOR:</u> For & on Behalf of Islamic Republic of Pakistan Ministry of Railways Government of Pakistan Through	THE LESSEE:
Witnesses:	Witnesses: