

TERMS AND CONDITIONS FOR LEASING OUT RAILWAY SHOPS S.No 21

1. Lease of shops will be for a period of Five (05) years further extendable for 05 years with mutual consent.
2. Bidder shall be allowed to offer bid for more than one (01) shop subject to the fulfillment clause 20 below.
3. Open auction will be for the premium amount only. Premium amount is non-refundable.
4. Base price of premium is fixed by the Auction Committees and approved by DS/Sukkur.
5. Bidders will pay Rs.5000/- as participation fee (non refundable) with auction committee in shape of cash, pay order or demand draft before commencement of auction. Cheques will not be entertained. Bidders will also submit a copy of CNIC.
6. Participants liable to deposit Rs.2,00,000/- as a bid security in shape of, pay order or demand draft as refundable before participation in auction.
7. Highest bidder shall be bound to pay 50% of the offered bid as premium on the day of auction in shape of CDR/Pay Order or Demand Draft (Rs.2,00,000/- will be adjusted in above said amount) Cheques will not be entertained and remaining 50% at the time of execution of agreement. In case successor bidder failed to deposit 50% of the offered premium with a grace time of 48 hours, bid will be cancelled his bid security fee i.e. Rs.2,00,000/- will be forfeited and re-auction will be arranged without any further notice.
8. Who he/she participated in previous auction and is defaulter at Sukkur & Larkana and stood winner but not yet paid 50% of bid money as premium in favour of Divisional Accounts Officer, Pakistan Railways, Sukkur are black listed and not liable to participate in any future auction.
9. The amount Rs.2,00,000/- of the looser in auction will be refunded after end of the auction on same day.
10. Monthly rent will be at 40% increase in previous paid rent of shops.
11. Rent will be enhanced at the rate 8% per annum on compound escalation.
12. Rent will be payable by 5<sup>th</sup> of each month. In case of failure, a fine of Rs.10/- per day will be imposed for 30 days.
13. In case of non deposit of rent within grace period of 30 days with fine, lease will be cancelled without any notice and shop will be got vacated from the lessee and will be repossessed by the Railway administration.
14. Auction will be either for constructed shops or for site of shops. In case of constructed shops, possession will be handed over to the successful bidders on payment of all the Railway dues and signing of agreement.
15. Highest bidder bound to pay income tax at the amount of premium through Divisional Accounts Officer, Pakistan Railways, Sukkur.

Bidder

for Divisional Superintendent  
Pakistan Railway Sukkur

16. On the expiry of 05 years lease period, if lessee is not defaulter and he is not in litigation against Railway can further be extend for a period of 05 years if land is not required by Pakistan Railways and year rent shall be deposited by the successful bidder in advance.
17. Security money equal to one year rent will be deposited by the highest bidder and will be retained till successful completion of agreement.
18. All the taxes and fees levied by the Local/Municipal, Provincial and Federal Governments will be borne by the lessee.
19. The lessee shall make his own arrangement to ensure safety of persons, equipment and belongings besides general cleanliness & garbage disposal.
20. Sub-letting of the leased shop by the lessee(s) shall not be allowed. In case, if any proof of sub-letting is traced/found, the lease shall stand cancelled automatically. In case, lessee want to transfer his leased shop in favour of any other person then the new lessee shall be liable to pay 40% of the premium as transfer fee. However, the period of lease shall remain same as per agreement with the ex-lessee. In case of the death of the lessee during the currency of the lease, his widow or legal heirs will be entitled to transfer lease on her/their names without any transfer fee.
21. Lessee shall not be authorized to alter the structure of the leased out space/shop, in any way.
22. Every individual/successful bidder shall install Electric Meter and other installations i.e. gas, water connection in the leased out shop at his own cost for the lease period. Pakistan Railway Administration will facilitate the lessee by issuing NOC in his favour to get an electric connection or other utilities from concerned department at his own risk and cost for the period of his lease agreement.
23. Any business relating to flammable/combustible or any contra hand material and prohibited material by Government shall not be allowed, which will be personal responsibility of the lessee to abide by.
24. In case, the land is required for any operational purpose by Railway, the same shall be vacated and handed over by the lessee on a 30 days notice to Railway Administration.
25. The lessee shall not raise any litigation for further extension in lease period or if the land is got vacated by Railway Administration for operational and or any other purposes before the expiry of lease period.
26. Agreement of lease will be executed with the approved bidder on a judicial stamp paper worth Rs.200/- on payment of 100% premium amount, security money and fulfillment of above conditions. Expenses on execution/registration of agreement will be borne by the lessee.

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